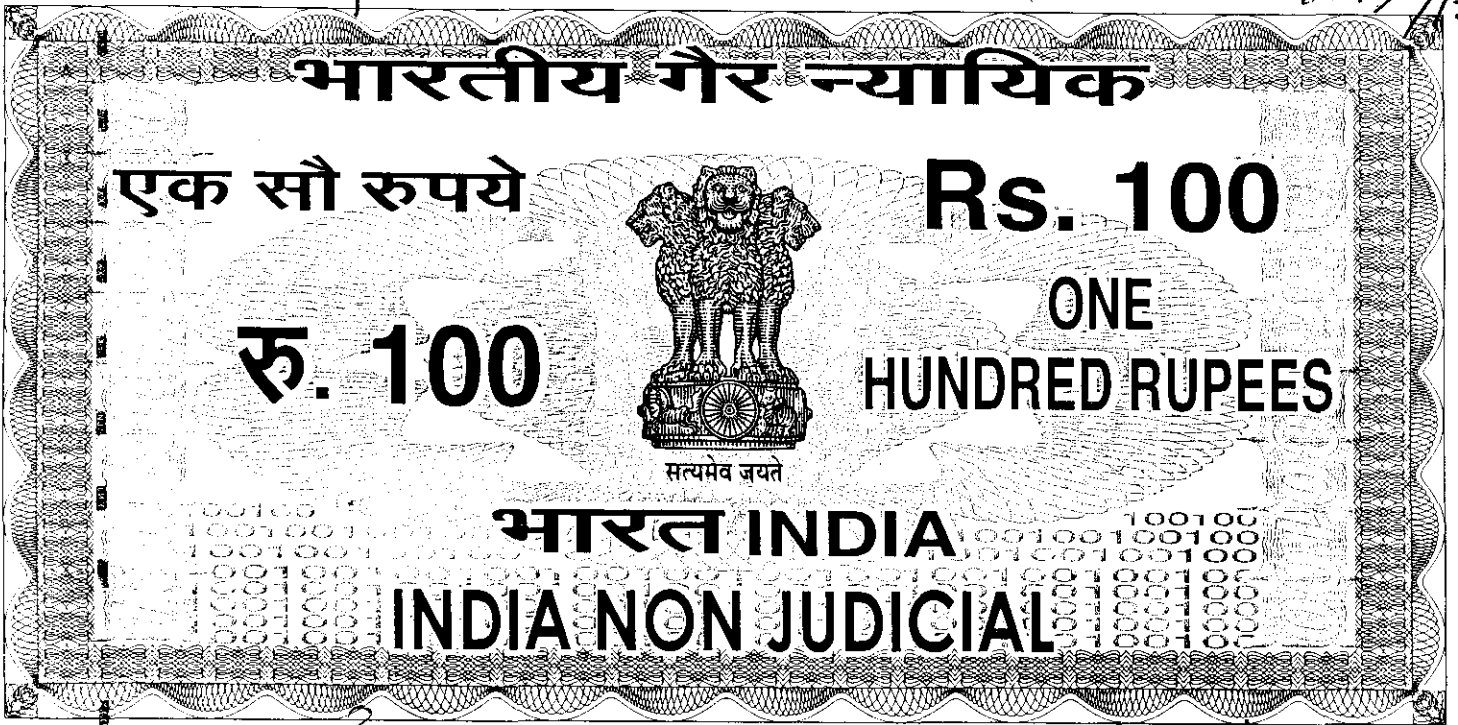


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V/c-434/12
M 038615



Notified that the amount is...
 Registration...
 endorsement...
 are the part of this Document

Additional Registrar
 of Assurances, Kolkata
 25/2/12

THIS INDENTURE OF CONVEYANCE made this 24th day of February
 Two Thousand and Twelve BETWEEN DEBDUTTA SEN son of Late Amiya Nath Sen

(See)

DA. MADAN

25/2/12

18093

PANKAJ SHROFF & CO.
Advocates
4, Government Place (North)
Delta House, 8th Floor,

NAME	Kolkata - 700 001
ADD.	
Rs.	
23 FEB 2012	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
2 & 3, K. S. Roy Road, Kolkata	

23 FEB 2012

H. Kamau



1024

ARUN INERAPROPERTIES PVT. LTD.

H. Kamau

Director/Authorised Signatory

ARJUN COMMERCE PVT. LTD.

H. Kamau

Director / Authorised Signatory

AKMATA VANIJYA PVT. LTD.

H. Kamau

Director / Authorised Signatory

ARUNJAN MERCANTILE PVT. LTD.

H. Kamau

Director / Authorised Signatory

RUDRAMALA EXPORTS PVT. LTD.

H. Kamau

Director / Authorised Signatory

SHIVKRIPA VANIJYA PVT. LTD.

H. Kamau

Director / Authorised Signatory

GANESHVANI BARTER PVT. LTD.

H. Kamau

Director / Authorised Signatory

SUBHVANI SALES PVT. LTD.

H. Kamau

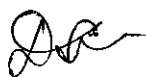

Director / Authorised Signatory

Identified by me
Rahul Chandra Mitra



ADDITIONAL REGISTRAR
KOLKATA
23 FEB 2012

residing at 10/2, S. R. Das Road, Police Station Tollygunge, Kolkata-700026 having PAN ALDPS1560K hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs executors administrators and legal representatives) of the **FIRST PART AND** (1) **KARNI INFRA PROPERTIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, having PAN:AAECK0205C and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (2) **NISHDIN COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AADCN8841L) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (3) **JAGMATA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AACJ7629R) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (4) **KOTIRATAN MERCANTILE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECK6359F) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (5) **RUDRAMALA EXPORTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAFCR6825G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (6) **SHIVKRIPA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAQCS9839L) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (7) **GANESHVANI BARTER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECG5801C) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (8) **SUBHVANI SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAQCS9723H) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (9) **MANGALSHIV MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at

MANGALSHIV MERCHANDISE PVT. LTD.

H. Kauran
Director / Authorised Signatory

SEMANG DISTRIBUTORS PVT. LTD.

H. Kauran
Director / Authorised Signatory

BANGBHUMI AGENCY PVT. LTD.

H. Kauran
Director / Authorised Signatory

FASTSPEED TIE-UP PVT. LTD.

H. Kauran
Director / Authorised Signatory

TOPFLOW COMMODITIES PVT. LTD.

H. Kauran
Director / Authorised Signatory

BLUEMOTION TRADING PVT. LTD.

H. Kauran
Director / Authorised Signatory

NEWMORE TRADELINK PVT. LTD.

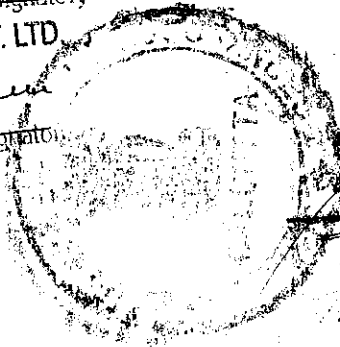
H. Kauran
Director / Authorised Signatory

KAMALDHAN SALES PVT. LTD.

H. Kauran
Director / Authorised Signatory

NITYADHARA TRADELINK PVT. LTD.

H. Kauran
Director / Authorised Signatory



ADDITIONAL REGISTRAR
WEST BENGAL
01 FEB 2012

Identified by me
Debabul Chandra Mitra

304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata - 700017, having PAN: AAHCM7039D and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (10) **HEMANG DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, having PAN: AACCH8358K and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (11) **BANGBHUMI AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECB8594K) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (12) **FASTSPEED TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AABCF8952C) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (13) **TOPFLOW COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECT1175G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (14) **BLUEMOTION TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECB8649K) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (15) **VIEWMORE TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AADCV9267G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (16) **KAMALDHAN SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECK6361R) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (17) **NITYADHARA TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AADCN8808M) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (18) **GOODPOINT PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECG5759R) and represented by its Director Mr.

GOODPOINT PROJECTS PVT. LTD.

H. Kamran
Director / Authorised Signatory

KALYANKARI REALTORS PVT. LTD.

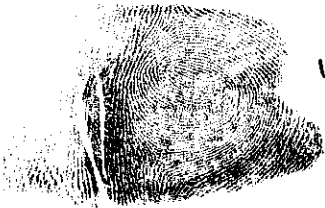
H. Kamran
Director / Authorised Signatory

MAHAMANI EXPORTS PVT. LTD.

H. Kamran
Director / Authorised Signatory

SWARANSATHI IMPEX PVT. LTD.

H. Kamran
Director / Authorised Signatory



1027

ALISHAN SHELTER PVT. LTD.

Minati Adak

Director

(MINATI ADAK)



1027

Kamal
(PERJANTAN SEWA)
DAK



REGISTRAR
KOLKATA
24 FEB 2012

Identified by me

Kabul chandra mitra
(KABUL CHANDRA MITRA)

S/O LATE DURGAPADA MITRA
143/3A, PICNIC GARDEN ROAD,
KOLKATA - 700039

Mahesh Karnani son of Late Shew Kumar Karnani, (19) **KALYANKARI REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECK6362N) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (20) **MAHAMANI EXPORTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017(PAN: AAHCM7116M) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (21) **SWARANSATHI IMPEX PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAQCS9724A) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, hereinafter collectively referred to as “the **PURCHASERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **SECOND PART AND ALISHAN SHELTER PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 9/12,Lal Bazar Street, 3rd Floor, Block – C, Police Station Hare Street, Kolkata – 700 001 having PAN AAKCA0087E represented by its Director Ms. Minati Adak daughter of Ganesh Adak hereinafter referred to as “**CONFIRMING PARTY**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **THIRD PART** :

WHEREAS:

- A. By the following three several Indentures of Conveyance all dated 30th November 1981 and registered with the District Registrar at Alipore, one Ajoy Nath Sen purchased **ALL THAT** the pieces or parcels of land containing a total area of 1.41 acres more or less comprising of (a) the entire R.S. Dag No. 27 recorded in R.S. Khatian No. 544 (formerly 388) (formerly C.S. Dag No. 26 recorded in C.S. Khatian No. 388) measuring 0.29 acres, (b) the entire R. S. Dag No. 29 recorded in R.S. Khatian No. 452 (formerly C.S. Dag No. 28 recorded in C. S. Khatian No. 388) measuring 0.09 acre, (c) the entire R.S. Dag No. 30 recorded in R.S. Khatian No. 544 (formerly 388) (formerly C.S. Dag No. 29 recorded in C.S. Khatian No. 388) measuring 0.10 acre, (d) the entire R.S. Dag No. 37 recorded in R.S. Khatian No. 349 (formerly C.S. Dag No. 36 recorded in C.S. Khatian No. 349) measuring 0.08 acre, (e) the entire R.S. Dag No. 40 recorded in R.S. Khatian No. 349



(formerly C.S. Dag No. 39 recorded in C.S. Khatian No. 349) measuring 0.18 acre, (f) divided and demarcated portion measuring 0.56 acre out of 0.70 acre comprised in R.S. Dag No. 41 recorded in R.S. Khatian Nos. 362 and 366 (formerly C.S. Dag No. 40 recorded in C.S. Khatian Nos. 362) and (g) divided and demarcated portion measuring 0.11 acre out of 0.16 acre comprised in R.S. Dag No. 42 recorded in R. S. Khatian No. 362 and 366 (formerly C.S. Dag No. 41 recorded in C.S. Khatian Nos. 362) all in Mouza – Baikunthapur, J.L. No. 36 under Police Station – Baruipur, in the District of South 24-Parganas (hereinafter collectively referred to as “the **LARGER PROPERTY**”):-

- (i) Indenture of Conveyance registered in Book No. I, Volume No.397, Pages 122 to 131, Being No. 12957 for the year 1981, whereby one Sachindra Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;
- (ii) Indenture of Conveyance registered in Book No. I, Volume No.397, Pages 132 to 141, Being No. 12958 for the year 1981 whereby one Ramendra Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;
- (iii) Indenture of Conveyance registered in Book No. I, Volume No.397, Pages 142 to 151, Being No. 12959 for the year 1981 whereby one Prodyut Kumar Nandi and Bidyut Kumar Nandi for the consideration mentioned therein sold conveyed and transferred their entire one-third undivided part or share of and in the Larger Property absolutely and forever.

- B. The said Ajoy Nath Sen thus being absolutely seized and possessed of the said Larger Property died on 16th October 2003 after making and publishing his Last Will and Testament dated 20th September 1996 whereby and whereunder he appointed Debductta Sen, the Vendor herein, as his Sole Executor and gave devised and bequeathed, amongst other properties, the Larger Property unto and to the Vendor herein.
- C. The Vendor herein as the Sole Executor appointed by the said Will of Ajoy Nath Sen applied for Probate of the said Will and the same was granted to him on 19th April 2004 by the Court of the District Delegate at Alipore in Probate Case No. 343 of 2003.

(A)  

- D. The Vendor herein by his own acts assented and consented to be bequests and legacies contained in the said Will of Ajoy Nath Sen and made over the Larger Property to himself being the sole beneficiary thereof.
- E. The Vendor is fully seized and possessed of and well and sufficiently entitled as the sole and absolute owner of the Larger Property and in khas vacant peaceful possession thereof and is paying khajana to the Government of West Bengal in respect thereof.
- F. The Vendor being in need of funds to meet its requirements and for various other reasons approached the Confirming party for the sale of a portion of the Larger Property free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession to the Confirming Party and/or its nominee or nominees and the Confirming Party agreed to purchase the same from the Vendor at an agreed consideration and the Confirming Party made part payments to the Vendor.
- G. The Confirming Party pursuant to the rights and authorities conferred upon him nominated to the Vendor herein, the Purchasers herein as being entitled to complete the purchase of a portion of the Larger Property being **ALL THAT** the piece or parcel of land comprised in a divided and demarcated portion of R.S. Dag No. 42 recorded in R.S. Khatian No. 362 and 366 (subsequently numbered as L.R. Dag No. 42 in the recent Records of Rights published under the West Bengal Land Reforms Act, 1955 recorded in L. R. Khatian No. 520) containing an area of 0.11 acre or 6.7 Cottah more or less together with all appurtenances thereof all morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said Property**") free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession thereof, which nomination the Vendor duly accepted. The Purchasers have reimbursed to the Confirming Party the entire apportioned consideration of Rs.89,680.00 (Rupees eighty-nine thousand six hundred eighty) only paid by the Confirming Party to the Vendor and also paid to the Confirming Party an apportioned nomination consideration of Rs.5,25,750.00 (Rupees five lacs twenty-five thousand seven hundred fifty) only.

G. Consequent to the nomination by the Confirming Party as aforesaid, the Vendor has agreed to complete the sale of the said Property free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession to the Purchasers at or for a total consideration of Rs.23,55,870.00 (Rupees twenty-three lacs fifty-five thousand eight hundred seventy) only. Out of the said total consideration, the Vendor has received a sum of Rs.89,680.00 from the Confirming Party and the Purchasers have paid to the Vendor directly the entire balance consideration of Rs.22,66,190.00 (Rupees twenty-two lacs sixty-six thousand one hundred ninety) only.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and nomination and in consideration of the sum of Rs.23,55,870.00 (Rupees twenty-three lacs fifty-five thousand eight hundred seventy) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendor partly through the Confirming Party and partly directly paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration No. 1 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) and in further consideration of Rs.5,25,750.00 (Rupees five lacs twenty-five thousand seven hundred fifty) only by the Purchasers to the Confirming Party paid towards the nomination charges at or before the execution hereof (the receipt whereof the Confirming Party doth hereby as well as by the Receipt and Memo of Consideration No.2 hereunder written admit and acknowledge to have received from the Purchasers and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and all his benefits of contract and rights in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers') the Vendor doth hereby grant, sell, convey, transfer, assign and assure and the Confirming Party doth hereby concur, confirm and assure unto and to the Purchasers in equal shares, **ALL THAT** the piece or parcel of land containing an area of 0.11 acre or 6.7 Cottah more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 42 recorded in R.S. Khatian No. 362 and 366, L. R. Khatian No. 520 in Mouza Baikunthapur, J. L. No.36, under Police Station Baruipur in the District of South 24 Parganas morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and

hereinafter referred to as "the **SAID PROPERTY**" **TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, boundary wall on all sides areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim easement quasi easement privileges and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **AND TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS
as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor or his predecessors-in-title done omitted executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances, charges, conditions, uses, trusts or any other thing whatsoever to alter defeat encumber or make void the same;

(Signature)

(Signature)

M. A. Khan

- (ii) **AND THAT** the Vendor hath not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendor has now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or his predecessors-in-title;
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by them and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever created made done or suffered by the Vendor or any person or persons claiming as aforesaid or his predecessors-in-title;

- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

III. AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASERS as follows:-

- a) **THAT** the said property or any portion thereof is not affected by any attachment including the attachment under any Certificate Case or any proceedings against them or any of them started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is not Certificate Case or proceedings against the Vendor for realization of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any Acts for the time being in force;
- b) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or any other authority under the West Bengal Town and Country (Planning & Development) Act, 1979 or Highway Authority or Railway Authority or the Government or any other Public body or authorities;
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever;

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Madala

- d) **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or the West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or otherwise under any other Act or law for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchasers;
- e) **AND THAT** the Vendor represented and assured to the Purchasers that there is no action, suit, appeal or litigation in respect of the said Property or any part or share thereof pending or filed at any time heretofore and that the said Property has been in uninterrupted exclusive ownership and possession and enjoyment of the Vendor for last more than thirty one years without any claim, obstruction, dispute or impediment whatsoever or howsoever from or by any person and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof And That save and except the Vendor no other person can claim any right title or interest whatsoever in the said Property or any part thereof and without prejudice to or affecting the covenant for protection and indemnity given by the Vendor hereinabove, the Vendor to indemnify and keep the Purchasers fully saved harmless and indemnified from and against all losses damages costs claims demands action or proceeding that the Purchasers may suffer or incur owing to any defect or deficiency being found in the title or possession of the Vendor or in case any of the above representation or assurances being found to be false;
- f) **AND THAT** all rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property has duly been paid and there is no amount in arrears or outstanding in connection therewith.

THE SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)

ALL THAT piece or parcel of "doba" land containing an area of 0.11 acre or 6.7 Cottah be the same a little more or less situate lying at and being a divided and demarcated portion of R.S. and L.R. Dag No. 42 recorded in R.S. Khatian No.362 and 366, L. R. Khatian No. 520 (formerly C.S. Dag No. 41 recorded in C.S. Khatian No. 362) in Mouza Baikunthapur, J. L. No.36, R.S. No. 292, Touzi No. 63/64 Pargana Magura within Hariharpur Gram Panchayet under Police Station Baruipur in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "**RED**" butted and bounded as follows.

(Signature)

(Signature)

maclan

On the North : By Dag No. 38;
 On the South : By remaining Portions of dag No. 42;
 On the East : By Road; and
 On the West : By Dag No. 41.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed **VENDOR** at Kolkata in the presence of:

Switana Roy Chowdhury,
 35/1, N.S.C. Bose Road,
 Kolkata-700047

Y.A. Salim, Adv

SIGNED SEALED AND DELIVERED by the withinnamed **PURCHASERS** at Kolkata in the presence of:

Y.A. Salim, Adv.
Chotankaj Shroff & Co.
 4 Govt. Bldg (W)
 KOL-1
Switana Roy Chowdhury

Debdutta Sen
 (DEBDUTTA SEN)

KARNI INFRAPROPERTIES PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

MISHDIN COMMERCE PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

KUMATA VANIJYA PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

KOTIRATAN MERCANTILE PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

KUDRAMALA EXPORTS PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

SHIVKRIPA VANIJYA PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

GANESHVANI BARTER PVT. LTD.
H. Karam
 Director / ~~Authorised Signatory~~

SUJHVANI SALES PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

MANALSHIV MERCHANDISE PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

HEMANG DISTRIBUTORS PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

BANGBHUMI AGENCY PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

FASTSPEED TIE-UP PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

TOPFLOW COMMODITIES PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

BLUEMOTION TRADING PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

VIEWMORE TRADELINK PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

KALYANKARI REALTORS PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

MAHAMANI EXPORTS PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

SWARANSATHI IMPEX PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

KAMALDHAN SALES PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

SHI YADHARA TRADELINK PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

GOOLPOINT PROJECTS PVT. LTD.

H. Kamani

Director / ~~Authorized Signatory~~

SIGNED SEALED AND DELIVERED by
the withinnamed **CONFIRMING PARTY** at
Kolkata in the presence of:

Y.A. Salun, Adv
Kritana Roy Choudhary

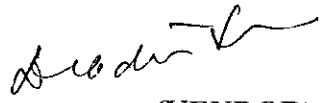
ALISHAN SHELTER PVT. LTD.

Minata Adan

Director

RECEIPT AND MEMO OF CONSIDERATION NO. 1:

RECEIVED by the withinnamed Vendor the withinmentioned sum of Rs.23,55,870.00 (Rupees twenty-three lacs fifty-five thousand eight hundred seventy) only being the consideration in full payable under these presents (i) out of Cheque No.432509 dated 17.01.2012 drawn on Karnataka Bank, Park Street Branch for Rs.89,680.00 paid by the Confirming Party to the Vendor (and which sum subsequently reimbursed by the Purchasers to the Confirming Party out of the instruments mentioned in receipt and memo no. 2 below) and (ii) by Cheque No.545508 dated 22.02.2012 drawn on Bank of Baroda, Tollygunge Branch for Rs.22,66,190.00


(VENDOR)

RECEIPT AND MEMO OF CONSIDERATION NO.2:

RECEIVED by the withinnamed Confirming Party from the withinnamed Purchasers the withinmentioned sum of Rs.5,25,750.00 (Rupees five lacs twenty-five thousand seven hundred fifty) only being the nomination consideration in full payable under these presents out of Cheque No.445655 dated 22.02.2012 drawn on Karnataka Bank, Park Street Branch.

ALISHAN SHELTER PVT. LTD.
Minati Adlan
Director

(CONFIRMING PARTY)

WITNESS FOR NO. 1 AND 2.

N.A. Salim Adlan
Sanjiv Kumar Choudhary

Drafted by me:

N.A. Salim
Advocate,

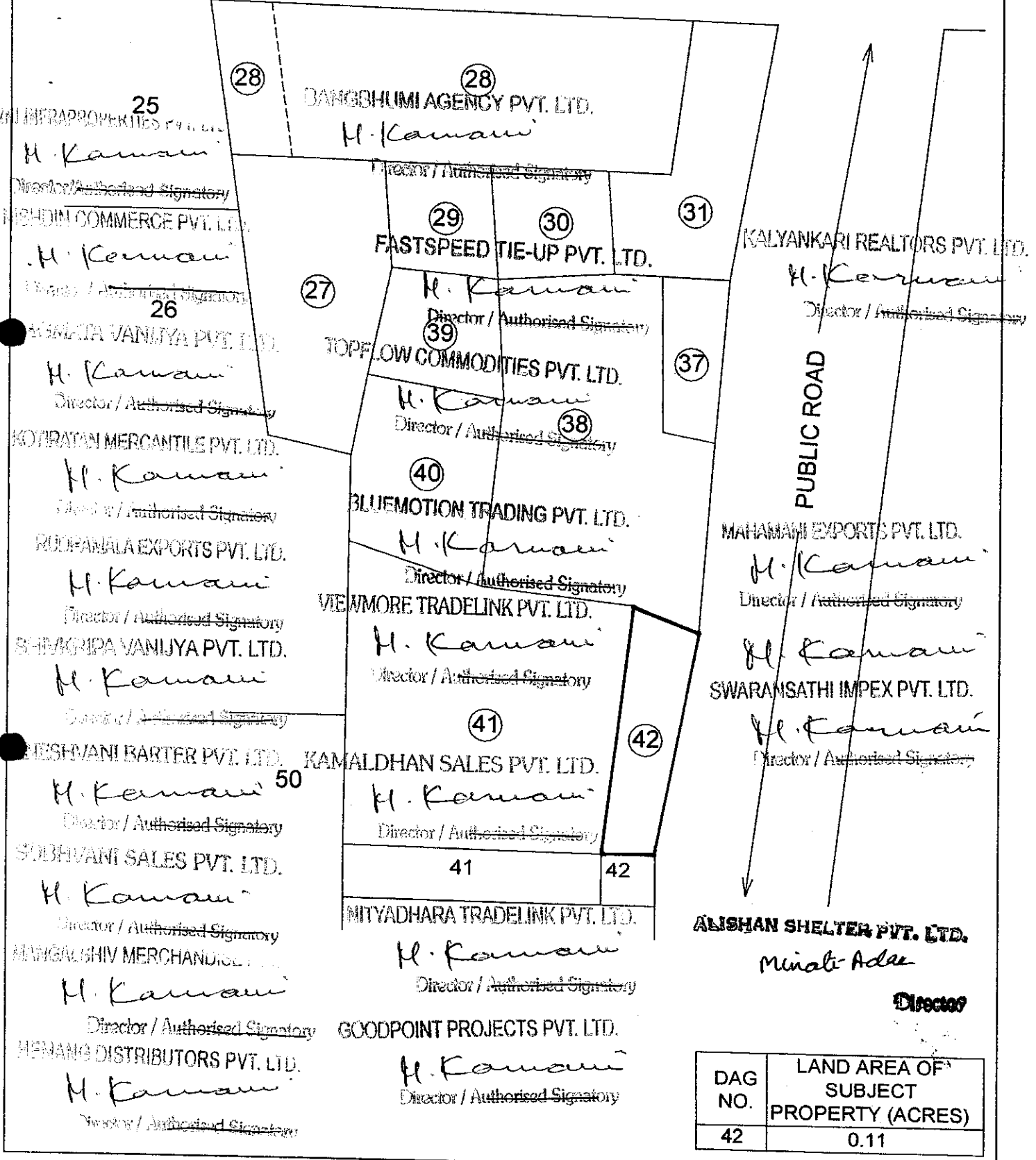
for **Pankaj Shroff & Co.,**
Advocates,
4, Government Place (North)
8th floor, Kolkata-700001

PLAN SHOWING R.S DAG NOS. - 27,28,29,30,31,37,38,39,40,41 & 42 AT MOUZA - BAIKUNTHAPUR, J.L. NO. - 36, POLICE STATION - BARUIPUR, 24 - PARGANAS (SOUTH).

NOT TO SCALE




















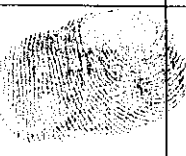




PUBLIC ROAD














DAG NO.	LAND AREA OF SUBJECT PROPERTY (ACRES)
42	0.11

(Handwritten note: 1/25/2014)

<i>Finger prints of the executant</i>					
 <p><i>Arshad</i></p>					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

<i>Finger prints of the executant</i>					
 <p><i>H. Kalyani</i></p>					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

<i>Finger prints of the executant</i>					
 <p><i>Ninoti Kolar</i></p>					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01647 of 2012
(Serial No. 01458 of 2012)

On

Payment of Fees:

On 24/02/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 19.00 hrs on :24/02/2012, at the Private residence by Mahesh Karnani
,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 24/02/2012 by

1. Minati Adak

Director, Alishan Sheltar Pvt Ltd, 9/12, Lal bazar Street, Kolkata, Thana:-Hare Street, District:-Kolkata,
WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others

2. Nikhil Karnani

Director, Isha Holdings Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Others



(Signature)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
24/02/2012

(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:34:00

EndorsementPage 1 of 4



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01647 of 2012
(Serial No. 01458 of 2012)

3. Mahesh Karnani

Director, Karni Infra Properties Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Nishdin Commerce Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Jagmata Vanijya Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Kotiratan Mercantile Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Rudramala Exports Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Shivkripa Vanijya Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Ganeshvani Barter Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Subhvani Sales Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Mangalshiv Merchandise Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Hemang Distributors Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

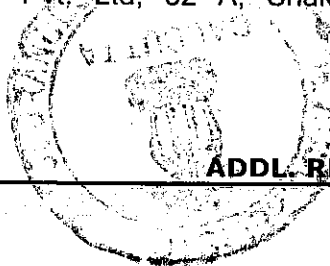
Director, Bangbhumii Agency Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Fastspeed Tie- Up Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Topflow Commodities Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Bluemotion Trading Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Viewmore Tradelink Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,



(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:34:00

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Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01647 of 2012
(Serial No. 01458 of 2012)

District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Kamaldhan Sales Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Nityadhara Tradelink Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Goodpoint Projects Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Kalyankari Realtors Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Mahamani Exports Pvt. Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Swaransathi Impex Pvt. Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Others

Identified By Kabul Chandra Mitra, son of Lt Durgapado Mitra, 143/34, Picnic Garden Road, Kolkata,
Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700039 , By Caste:
Hindu, By Profession: Others.

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 25/02/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5, 53 of Indian Stamp Act 1899.

Payment of Fees:

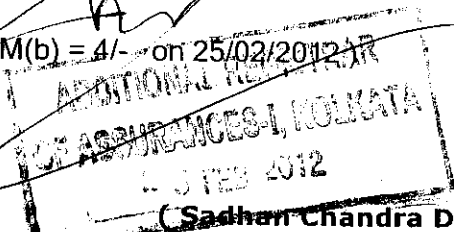
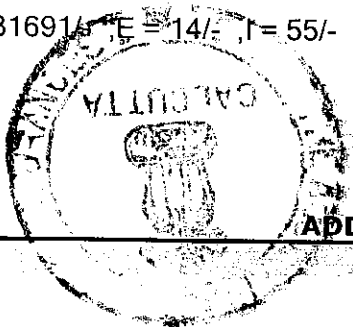
Amount By Cash

Rs. 0.00/-, on 25/02/2012

Amount by Draft

Rs. 37564/- is paid , by the draft number 881399, Draft Date 24/02/2012, Bank Name State Bank of
India, SHAKESPEAR SARANI, received on 25/02/2012

(Under Article : A(1) = 31691/- , E = 14/- , T = 55/- , M(a) = 25/- , M(b) = 4/- on 25/02/2012)



(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:34:00

EndorsementPage 3 of 4



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01647 of 2012

(Serial No. 01458 of 2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-28,81,620/-

Certified that the required stamp duty of this document is Rs.- 172918 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 172918/- is paid 88141024/02/2012 State Bank of India, SHAKESPEAR SARANI, received on 25/02/2012

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 25/02/2012 by

1. Deb Dutta Sen, son of Lt. Amiya Nath Sen , 10/2, S. R. Das Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 , By Caste Hindu, By Profession : Others

Identified By Kabul Chandra Mitra, son of Lt Durgapado Mitra, 143/34, Picnic Garden Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700039 , By Caste Hindu, By Profession: Others.

(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Signature)
ADDL. REGISTRAR
OF ASSURANCES-I, KOLKATA.
- 6 FEB 2012

(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:34:00

EndorsementPage 4 of 4

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 5324 to 5347
being No 01647 for the year 2012.



(Sadhan Chandra Das) 03-March-2012
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal

DATED THIS ^{24th} DAY OF FEBRUARY 2012

BETWEEN

DEBDUTTA SEN

... VENDOR

AND

KARNI INFRA PROPERTIES PRIVATE
LIMITED & ORS.

... PURCHASERS

AND

ALISHAN SHELTER PRIVATE
LIMITED

... CONFIRMING PARTY

CONVEYANCE

PANKAJ SHROFF & COMPANY
Advocates
4, GOVERNMENT PLACE (NORTH)
KOLKATA-700001.