

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2021, Page from 145952 to 145984
being No 160403723 for the year 2021.



Digitally signed by PRADIPTA KISHORE
GUHA

Date: 2021.05.06 14:43:11 +05:30

Reason: Digital Signing of Deed.

Pradipta

(Pradipta Kishore Guha) 2021/05/06 02:43:11 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

3.5 0118/21

D 1761/21.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 445733

It is certified that the Government is satisfied with the registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

District Sub-Registrar-IV
 Registrar U/G 7 (2) of
 Registration 1908
 Alipora, South 24 Parganas

11 FEB 2021

AGREEMENT FOR SALE

04/03/21

1. Date: 11th February, 2021
2. Place: Kolkata
3. Parties:



04 SEP 2019

48996

DATE & CO.
 SOLD TO..... VICTOR MOSES & CO.
 ADDRESS..... Solicitors & Advocates
 6, Old Post Office Street
 Kolkata - 700 001

Anushree Banerjee

RS.....
 CODE NO. (1067)
 LICENCED NO.
 20 & 20A / 1973

ANJUSHREE BANERJEE
 L. S. VENDOR (O/S)
 HIGH COURT, KOLKATA-700 001



Venue 679

04 SEP 2019

PS VINAYAK SMARTCITY LLP

Anushree Banerjee
 Former Chartered Signatory



Venue 680

THYONE AGRI PRODUCTS LLP

Shikha Mukherjee
 Designated Partner

Director Sub-Registrar
 Registrar U.S. (R) of
 Companies
 Alipore South 24 Particulars

11 FEB 2021

Identified by Me,
 Avijit Kapat,
 7, Rajpati Kapat,
 B. K. G. R. S. Path, Bhadrachar,
 Dighly - 712124.

- 3.1 **PS VINAYAK SMARTCITY LLP**, having PAN **AARFP9370K**, having **LLPIN AAF-1879**, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Designated Partner **UMESH KYAL**, having PAN **AGCPK9667R**, having **Aadhaar 322167806519**, having mobile number 9831151592, by nationality Indian, by caste Hindu, son of Late Govind Ram Kyal, by occupation Business, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029

(Vendor, includes successors-in-interest) ✓

And

- 3.2 **THYONE AGRI PRODUCTS LLP**, having PAN **AAMFT8656P**, having **LLPIN AAK-2377**, a Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata-700 034, represented by its Designated Partner, **Siddhartha Mukherjee**, having PAN **AIFPM4138C**, having **Aadhaar 903941196665**, having Mobile Number 9830380744, by nationality Indian, by caste Hindu, by occupation Business, son of Late Ashutosh Mukhopadhyay, residing at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata-700 034

(Purchaser, includes successors-in-interest) ✓

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Said Property:** (1) land measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, PIN-700156, District South 24 Parganas (**First Property**) and (2) land measuring 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, PIN- 700156 (**Second Property**), the First Property and the Second Property more



fully and collectively described in the **Second Schedule** below (collectively **Said Property**).

5. Background, Representations, Warranties and Covenants

5.1 Representations and Warranties Regarding Title: The Vendor has represented and warranted to the Purchaser that:

5.1.1 By virtue of (1) Deed of Conveyance dated 27th August, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 11, at Pages 5803 to 5847, being Deed No. 05626 for the year 2004, (2) Deed of Conveyance dated 12th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 11, at Pages 5848 to 5881, being Deed No. 05659 for the year 2004 and (3) Deed of Conveyance dated 19th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 15, at Pages 9244 to 9262, being Deed No. 07073 for the year 2005, one Green Vally Towers Private Limited became the sole and absolute owner in respect of (1) land measuring 162 (one hundred and sixty two) decimal, being the entirety of R.S./L.R. Dag No. 122, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 122**) and (2) land measuring 52 (fifty two) decimal [physically measuring about 51.4 (fifty one point four) decimal, more or less], being the entirety of R.S./L.R. Dag No. 123, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 123**), free from all encumbrances. The Mother Property In Dag No. 122 and Mother Property In Dag No. 123 (collectively **Mother Property**).

5.1.2 By a Deed of Conveyance dated 12th June, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 45, being Deed No. 08088 for the year 2007, said Green Vally Towers Private Limited sold, conveyed and transferred *inter alia* the Mother Property in favour of (1) Aditya Mundhra, (2) Indra Gandhi, (3) ReshaMundhra (Dujari), (4) NishaSadani, (5) SudarshanMimani, (6) SaurabhTapdiya, (7) Kusum Devi Mundhra, (8) MadhuSurana, (9) ShrenikSurana, (10) Eela Jain, (11) Nishit Jain, (12) Akhil Orchards Private Limited, (13) Bansilal Credit Private Limited, (14) Bacchraj Farms Private Limited, (15) Merwara Hotels Private Limited, (16) MSB Mercantiles Private Limited, (17) Sajjan Devi Dugar, (18) Shruti Dugar, (19) Gopal Prasad Bhojnagarwala and (20) Ravinder Bhatia, free from all encumbrances.



5.1.3 By an Indenture of Conveyance dated 13th April, 2009, registered in the Office of the Additional Registrar of Assurances-1, Kolkata, recorded in Book No. I, CD Volume No. 9, at Pages 4016 to 4068, being Deed No. 04174 for the year 2009, said (1) Aditya Mundhra, (2) Indra Gandhi, (3) Resha Mundhra (Dujari), (4) NishaSadani, (5) SudarshanMimani, (6) SaurabhTapdiya, (7) Kusum Devi Mundhra, (8) Eela Jain, (9) Sajjan Devi Dugar, (10) ShrutiDugar, (11) Gopal Prasad Bhojnagarwala and (12) Ravinder Bhatia sold, conveyed and transferred land measuring 97.2 (ninety seven point two) decimal, more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 122 and land measuring 31.2 (thirty one point two) decimal [physically measuring 30.84 (thirty point eight four) decimal], more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 123 in favour of (1) Manohar Lall Meet Jain HUF, (2) Meet Jain HUF, (3) Bina Jain, (4) Nisha Jain, (5) Rajendra Kumar Gangwal, (6) Nisha Devi Gangwal, (7) Rohit Gangwal, (8) Arvind Kumar Jain HUF, (9) Rosy Jain, (10) Bijay Kumar Jain HUF and (11) Suman Property Private Limited, being confirmed by the other co-owners of the Mother Property, being (1) Madhu Surana, (2) Shrenik Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited and (8) MSB Mercantiles Private Limited. Therefore, the ownership of the Mother Property stands as given hereunder:

Owners	Dag No. 122 (indec.)	Dag No. 123 (indec.)	Total (indec.)
MadhuSurana	8.1	2.6	10.7
ShrenikSurana	8.1	2.6	10.7
Nishit Jain	8.1	2.6	10.7
Akhil Orchards Private Limited	8.1	2.6	10.7
Bansilal Credit Private Limited	8.1	2.6	10.7
Bacchraj Farms Private Limited	8.1	2.6	10.7
Merwara Hotels Private Limited	8.1	2.6	10.7
MSB Mercantiles Private Limited	8.1	2.6	10.7
ManoharLall Meet Jain HUF	8.8364	2.8364	11.6728
Meet Jain HUF	8.8364	2.8364	11.6728
Bina Jain	8.8364	2.8364	11.6728
Nisha Jain	8.8364	2.8364	11.6728
Rajendra Kumar Gangwal	8.8364	2.8364	11.6728
Nisha Devi Gangwal	8.8364	2.8364	11.6728
RohitGangwal	8.8364	2.8364	11.6728
Arvind Kumar Jain HUF	8.8363	2.8363	11.6726



Rosy Jain	8.8363	2.8363	11.6726
Bijay Kumar Jain HUF	8.8363	2.8363	11.6726
Suman Property Private Limited	8.8363	2.8363	11.6726
Total:	162	52	214 (Physically 213.4 dec.)

5.1.4 By a Deed of Partition dated 7th October, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, CD Volume No. 18, at Pages 2252 to 2293, being Deed No. 08961 for the year 2013, said (1) Madhu Surana, (2) Shrenik Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited, (8) MSB Mercantiles Private Limited, (9) Manohar Lall Meet Jain HUF, (10) Meet Jain HUF, (11) Bina Jain, (12) Nisha Jain, (13) Rajendra Kumar Gangwal, (14) Nisha Devi Gangwal, (15) Rohit Gangwal, (16) Arvind Kumar Jain HUF, (17) Rosy Jain, (18) Bijay Kumar Jain HUF and (19) Suman Property Private Limited caused partition of the Mother Property by metes and bounds and by virtue of the said Partition said (1) Rajendra Kumar Gangwal, (2) Nisha Devi Gangwal and (3) Rohit Gangwal became the joint and absolute owners of (1) vacant land measuring 29.7522 (twenty nine point seven five two two) decimal, out of the Mother Property in Dag No. 122 (**Larger Property In Dag No. 122**) and (2) vacant land measuring 10.1157 (ten point one one five seven) decimal, more or less, out of the Mother Property in Dag No. 123 (**Larger Property In Dag No. 123**), the Larger Property In Dag No. 122 and Larger Property In Dag No. 123 (collectively **Larger Property**) being demarcated as Lot-D in the site plan annexed thereto and morefully described in the **First Schedule** below.

5.1.5 By an Indenture of Conveyance dated 27th January, 2021, registered in the Office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No.I, being Deed No.160201211 for the year 2021, said (1) Rajendra Kumar Gangwal, (2) Nisha Devi Gangwal, and (3) Rohit Gangwal sold, conveyed and transferred the Larger Property unto and in favour of (1) PS Vinayak Complex LLP (the Vendor herein), (2) PS Vinayak Smartcity LLP, (3) Raintree Enclave LLP and (4) Hallmark Tradecom Private Limited as per the chart given hereunder:

Name	R.S./L.R. Dag No.	Area Purchased (in dec.)	Total Area (in dec.)
PS Vinayak Complex LLP	122	9.078	12.3529
	123	3.2749	
PS Vinayak Smartcity LLP	122	9.078	12.3529
	123	3.2749	
Raintree Enclave LLP	122	9.078	12.3529
	123	3.2749	



Hallmark Tradecom Private Limited	122	2.5182	2.8092
	123	0.291	
Total:			39.8679

- 5.1.6 By a Development Agreement dated 27th January, 2021, registered in the Office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No. 1, being No.160201225 for the year 2021 (**Development Agreement**), the said Vendor along with the other the then co-owners of the Mother Property have jointly granted development right in favour of Kyal Developers Private Limited (**Said Developer**) in respect of the Mother Property vis-à-vis the Said Property under the terms and conditions mentioned therein and simultaneously the Vendor along with the other the then co-owners of the Mother Property granted a Development Power of Attorney of even date registered in the Office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No. I, being No.160201226 for the year 2021 (**Development Power Of Attorney**).
- 5.1.7 **Ownership of Vendor:** In the above mentioned events and circumstances the Vendor became the owner in respect of the (1) land measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, PIN- 700156, District South 24 Parganas (**First Property**) and (2) land measuring 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, PIN- 700156 (**Second Property**), the First Property and the Second Property more fully and collectively described in the **Second Schedule** below (collectively **Said Property**) out of the Larger Property, free from all encumbrances subject to the subsisting Development Agreement and Development Power Of Attorney and the Said Property is the subject matter of this Agreement.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor has represented and warranted to the Purchaser that (1) the Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Authority, Government or Statutory Body (2) the Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land within the meaning of the West Bengal Land Reforms Act, 1955 (3) the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the



Said Property or any part thereof can or may be impeached, encumbered or affected in title (4) the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser subject to the subsisting Development Agreement and Development Power Of Attorney (5) no revenue, cess, tax or imposition in respect of the Said Property is due to the Government or Panchayat or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor (6) no person or persons whatsoever have/had/has ever claimed any right of preemption over and in respect of the Said Property or any part thereof (7) no mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof (8) the Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debuffers, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings 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 the Vendor's predecessors-in-title **save and except** the Said Developer and the title of the Vendor to the Said Property are free, clear and marketable subject to the subsisting Development Agreement and Development Power Of Attorney (9) the Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation and (10) there is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

6.1 **Agreement to Sell and Purchase:** The Vendor has agreed to sell the Said Property to the Purchaser and the Purchaser has agreed to purchase the Said Property from the Vendor together with the rights and liabilities of the Vendor under the said Development Agreement and the said Property shall be used for development purpose.

6.2 **Recording of Terms and Conditions:** The Parties are now executing this Agreement to record the terms and conditions agreed between them with regard to sale of the Said Property by the Vendor to the Purchaser.

7. Terms Agreed

7.1 **Sale:** The Vendor hereby agrees to sell the Said Property described in the **Second Schedule** below to the Purchaser, absolutely and forever but the Vendor shall not deliver the possession of the said Property by these presence.

7.2 **Consideration:** The consideration for such sale has been mutually agreed and settled at Rs.1,60,94,593/- (Rupees One Crore Sixty Lacs Ninety Four Thousand Five Hundred and Ninety Three only) (**Consideration**).



- 7.3 **Payment:** At or before the signing of this Agreement, the Purchaser has paid to the Vendor a sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty lacs Only) (**Advance**), receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written admit and acknowledge. The balance of the Consideration, i.e., a sum of Rs.30,94,593/- (Rupees Thirty Lacs Ninety Four Thousand Five Hundred and Ninety Three only) shall be paid at the time of execution and registration of the Deed of Conveyance.
- 7.4 **Completion:** The Purchaser shall be liable to make the payment of the balance consideration of Rs.30,94,593/- (Rupees Thirty Lacs Ninety Four Thousand Five Hundred and Ninety Three only) to the Vendor within a period of 6 (six) months from the date of these presents and vice-a-versa the Vendor shall be liable to do the registration of the final Deed of Conveyance in favour of the Purchaser immediately upon receiving the full consideration.
- 7.5 **Mutation:** The Vendor shall mutate its name in the records of the concerned Block Land and Land Reforms Officer at its own cost and expenses prior to execution of the final Deed of Conveyance in favour of the Purchaser.
- 7.6 **Conversion:** The Vendor shall cause conversion of the Said Property to Bastu/Housing Complex (as may be applicable) at their own cost and expenses prior to execution of the final Deed of Conveyance in favour of the Purchaser.
- 7.7 **Boundary Wall:** The Vendor shall erect boundary wall/s on the entirety of northern and eastern boundary of the Larger Property and portion of the western boundary of the Larger Property at its own cost and expenses prior to execution of the final Deed of Conveyance in favour of the Purchaser. Be it mentioned here that as the Vendor has agreed with the other co-owners of the Mother Property to develop the entirety of the Mother Property as a whole as per the said Development Agreement, therefore, the Larger Property and/or the Said Property shall not be segregated from the boundary of the Mother Property and the Said Property vis-à-vis the Larger Property shall always be deemed to be a part and parcel of the Mother Property during the subsistence of the said Development Agreement.
- 7.8 **Eviction of Un-authorized Occupants:** The Vendor shall be liable to evict un-authorized occupants (if any) within the Said Property at its own cost, expenses and responsibility prior to execution of the final Deed of Conveyance in favour of the Purchaser.
- 7.9 **Access to Said Property:** The Vendor shall be liable to make the access road to the Said Property from the main road at their own cost, expenses and responsibility.



- 7.10 **Outgoings:** The Vendor assures to the Purchaser that land revenue and all other outgoings in respect of the Said Property shall be paid and cleared by the Vendor up to the date of this agreement. If any amount on any account is found due, the Vendor shall pay and clear the same at its own expense.
- 7.11 **Indemnity:** The Vendor hereby indemnify and agree to keep the Purchaser saved, harmless and indemnified in respect of any defect in the title of the Vendor, any encumbrance on the Said Property and any non-performance of covenants/obligations by the Vendor. The Vendor shall make good any and all loss, damage, cost and consequence suffered by the Purchaser if the Vendor violates or dishonours this indemnity.
- 7.12 **Documentation and Cost:** The Purchaser shall have the conveyance prepared through the Purchaser's lawyer and shall bear and pay the stamp duty, registration fee and all allied costs for registration of the conveyance in favour of the Purchaser. The Purchaser shall get the registration of conveyance done within a period of 60 (sixty) days from the date of this agreement subject to the Vendor full all its obligations in this agreement.
- 7.13 **Subsisting Development Agreement:** The Purchaser hereby covenants that the proposed sale in respect of the Said Property shall be **subject to** the subsisting Development Agreement and the Purchaser shall not demand for cancellation of the said Development Agreement and shall abide by the terms and conditions mentioned in the said Development Agreement and shall also be entitled to the benefits and/or liabilities under the said Development Agreement on the part of the Vendor.
- 7.14 **Supplementary Agreement and Power:** The Purchaser covenants that the Purchaser herein shall execute and register a Supplementary Development Agreement and grant separate Development Power of Attorney as may be required by the said Developer after the proposed sale in respect of the Said Property took place between the parties herein.
- 7.15 **Default by Vendor:** Should the Vendor delay or default in performing any of its obligations under this Agreement, the Purchaser shall be entitled to seek specific performance of this Agreement. If the Vendor delay or default in performance due to official restrictions on transfer by the Government or any other concerned authorities, then Vendor shall not be deemed to be in default and the Purchaser shall not be entitled to seek specific performance but nevertheless the Purchaser shall be entitled (but not obliged) to terminate this Agreement and receive refund, on execution and registration of Deed of Cancellation of Agreement, all payments made by the Purchaser to the Vendor.
- 7.16 **Default by Purchaser:** Should the Purchaser delay or default in performing any of their obligations under this Agreement, the Vendor shall be entitled to seek specific performance of this Agreement. If the Purchaser delay or default in performance due to official restrictions on



transfer by the Government or any other concerned authorities, then Purchaser shall not be deemed to be in default and the Vendor shall not be entitled to seek specific performance but nevertheless the Vendor shall be entitled (but not obliged) to terminate this Agreement and refund, on execution and registration of Deed of Cancellation of Agreement, all payments made by the Purchaser to the Vendor.

7.17 **Termination by Registered Instrument:** In case of termination of this Agreement as may be agreed by the Parties both the Parties shall execute and register a Deed of Cancellation of this Agreement and not otherwise.

8. Arbitration

8.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use his/its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

8.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by a sole arbitrator to be appointed by the Parties, in terms of the Arbitration and Conciliation Act, 1996.

8.3 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

8.3.1 **Place:** The place of arbitration shall be Kolkata only.

8.3.2 **Language:** The language of the arbitration shall be English.

8.3.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions.

8.3.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

8.3.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

8.4 **Jurisdiction:** Courts at Kolkata alone shall have jurisdiction to entertain and try all and any actions, suits and proceedings arising out of the aforesaid arbitration proceeding.



**First Schedule
(Larger Property)**

Land classified as Danga measuring 29.7522 (twenty nine point seven five two two) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, PIN-700156, District South 24 Parganas and

Land classified as Danga measuring 10.1157 (ten point one one five seven) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, PIN- 700156, District South 24 Parganas

The Larger Property is marked as **Lot-D** being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By L.R. Dag No.106
- On the East** : Partly by L.R. Dag No.106 and partly by L.R. Dag No.132
- On the South** : By Lot E in L.R. Dag No.122 and 123
- On the West** : Partly by Lot A in L.R. Dag No.122 and partly by L.R. Dag No.107

**Second Schedule
(Said Property)
[Subject Matter of Agreement]**

Land classified as Danga measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, PIN-700156, District South 24 Parganas and

land classified as Danga measuring 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram



Panchayet, Sub-Registration District Bhangore, PIN- 700156, District South 24 Parganas

The Said Property being undivided land forming out of the Larger Property described in the **First Schedule** hereinabove.

Together also with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

9. Execution and Delivery

9.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

PS VINAYAK SMARTCITY LLP

[Handwritten Signature]
Partner/Authorised Signatory

[Vendor]

(PS VINAYAK SMARTCITY LLP)

THYONE AGRI PRODUCTS LLP

[Handwritten Signature]
Designated Partner

[Purchaser]

(THYONE AGRI PRODUCTS LLP)

Drafted by me

Alam's Reza Advocate
Atipore Judges Court 43/1366/03
KOL-27

Witnesses:

Signature *Ananta Chosh*

Name *Ananta Chosh*

Father's Name *Biplab Chosh*

Address *Villa 90, Gacharam, PS-Joybazar*

Dist - *24 P.G.S (S)*

Signature *N.P. Ghosh*

Name *N.P. Ghosh*

Father's Name *N.P. Ghosh*

Address *122/B, S.N.M. Sarani*

Kolkata - 700 026.



Receipt And Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.1,30,00,000/- (Rupees One Crore Thirty lacs Only) as advance towards the consideration for sale of the Said Property described in the **Second Schedule** above, in the following manner:

Mode	Bank and Branch	Date	Amount (in Rs.)
Cheque No.865618	United Bank of India, Behala, Kolkata 700034	11.02.2021	1,29,02,500/-
TDS			97,500/-
TOTAL			1,30,00,000/-

PS VINAYAK SMARTCITY LLP

Partner/Authorised Signatory

[Vendor]

(PS VINAYAK SMARTCITY LLP)

Witnesses:

Signature Ananta Ghosh

Name Ananta Ghosh

Signature [Signature]

Name [Name]



PLAN OF LOT-D AT MOUZA-KOCHPUKUR,DAG NO.122,123,J.L. NO.02,PS- KOLKATA LEATHER COMPLEX FORMERLY BHANGAR, DIST- SOUTH 24 PARGANAS

	DAG NO.	AREA IN DECIMALS	SOLD AREA
LOT-D	122	29.7522	9.078 Dec
	123	10.1157	3.274 Dec



PS VINAYAK SMARTCITY LLP

Vinayak
Partner/Authorized Signatory

SIG. OF VENDOR























THYONE AGRI PRODUCTS LLP

Thyone
Designated Partner

SIG. OF PURCHASER



SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO							
	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						
	<i>Leonor Reyes</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
	(Right Hand)						
	<i>Dalberto Madingin</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
	(Right Hand)						





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16042000250889/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr UMESH KYAL 30C, South End Park, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Representative of Seller [PS VINAYAK SMART CITY LLP]			 11/2/21
2	Mr Siddhartha Mukherjee 119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700034	Representative of Buyer [THYONE AGRICULTURE LLP]			 11/09/2021
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr AVIJIT KAPAT Son of Mr R Kapat 98 KGRS Path, P.O:- Bhadreswar, P.S:- Bhadreswar, District:-Hooghly, West Bengal, India, PIN - 712124	Mr UMESH KYAL, Mr Siddhartha Mukherjee			 11/02/2021

(Pradipta Kishore Guha)
DISTRICT SUB-REGISTRAR



OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Query No:-164200250889/2021, 10/02/2021 03:35:14 PM SOUTH 24-PARGANAS (D.S.R. - IV)





Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2000250889/2021	Office where deed will be registered
Query Date	03/02/2021 11:41:49 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	JAYANTA RAY 34/14, KASHINATH CHATTERJEE LANE, Thana : Shibpur, District : Howrah, WEST BENGAL, PIN - 711102, Mobile No. : 9830697167, Status : Advocate	
Transaction	Additional Transaction	
[0104] Sale, Sale agreement without possession [Full Stamp]	[4308] Agreement [No of Agreement : 2]	
Set Forth value	Market Value	
Rs. 1,60,94,593/-	Rs. 1,60,94,593/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 9,65,696/- (Article:5(d))	Rs. 21/- (Article:E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, JI No: 2, , Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land User Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-122 (RS :-)	LR-1193	Bastu	Danga	9.078 Dec	1,18,18,455/-	1,18,18,455/-	Property is on Road
L2	LR-123 (RS :-)	LR-1193	Bastu	Danga	3.2749 Dec	42,76,138/-	42,76,138/-	Property is on Road
		TOTAL :			12.3529Dec	160,94,593 /-	160,94,593 /-	
		Grand Total :			12.3529Dec	160,94,593 /-	160,94,593 /-	

Seller Details :

Sl No	Name & address	Status	Execution Admission Details :
1	PS VINAYAK SMARTCITY LLP (LLP) .122/1R, Satyendra Nath Majumder Sarani, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 PAN No. AAxxxxxxOK, Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative



Query No: 2000250889 of 2021, Printed On : Feb 3 2021 11:42AM, Generated from wbregistration.gov.in



Buyer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	THYONE AGRI PRODUCTS LLP (LLP) .119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700034 PAN No. AAxxxxxx6P, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr UMESH KYAL Son of Late Govind Ram Kyal 30C, South End Park, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGxxxxx7R, Aadhaar No.: 32xxxxxxxx6519	PS VINAYAK SMARTCITY LLP (as Designated Partner)
2	Mr Siddhartha Mukherjee Son of Late Ashutosh Mukhopadhyay 119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AXxxxxx8C, Aadhaar No.: 90xxxxxxxx6665	THYONE AGRI PRODUCTS LLP (as Designated Partner)

Land Details as per Land Record

District: South 24-Parganas, Thana: Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, JI No: 2, Pin Code : 700158

Sc No	Plot & Khatian Number	Details Of Land	Owner Name in English as Selected by Applicant
L1	LR Plot No:- 122, LR Khatian No:- 1193	Owner:রাজেন্দ্র কুমার গঙ্গোপাধ্যায়, Gurdian:(মু) রজনন্দন, Address:৪নং, পোয়ার রজন ফ্লট কোল-700016, Classification:ভাঙ্গা, Area:0.1 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 123, LR Khatian No:- 1193	Owner:রাজেন্দ্র কুমার গঙ্গোপাধ্যায়, Gurdian:(মু) রজনন্দন, Address:৪নং, পোয়ার রজন ফ্লট কোল-700016, Classification:ভাঙ্গা, Area:0.03 Acre,	Seller is not the recorded Owner as per Applicant.

Identifier Details :

Name & address
Mr AVIJIT KAPAT Son of Mr R Kapat 98 KGRS Path, P.O:- Bhadreswar, P.S:- Bhadreswar, Bhadreswar, District:-Hooghly, West Bengal, India, PIN - 712124, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr UMESH KYAL, Mr Siddhartha Mukherjee

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PS VINAYAK SMARTCITY LLP	THYONE AGRI PRODUCTS LLP-9.078 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	PS VINAYAK SMARTCITY LLP	THYONE AGRI PRODUCTS LLP-3.2749 Dec



Query No: 2020250889 of 2021, Printed On : Feb 3 2021 11:42AM, Generated from wbregistration.gov.in





Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192020210224315381 Payment Mode: Online Payment
GRN Date: 10/02/2021 11:12:36 Bank/Gateway: State Bank of India
BRN : IK0AYYSEZ1 BRN Date: 10/02/2021 11:02:11
Payment Status: Successful Payment Ref. No: 2000250889/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: THYONE AGRI PRODUCTS LLP
Address: 119 EHUPEN ROY ROAD KOLKATA 700034
Mobile: 9830065307
EMail: kyal_developers@hotmail.com
Contact No: 09007711037
Depositor Status: Buyer/Claimants
Query No: 2000250889
On Behalf Of: Mr JAYANTA RAY
Identification No: 2000250889/2/2021
Remarks: Sale, Sale agreement without possession ,Full Stamp

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000250889/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	965596
2	2000250889/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	965617

IN WORDS: NINE LAKH SIXTY FIVE THOUSAND SIX HUNDRED SEVENTEEN ONLY.



Major Information of the Deed

Deed No :	I-1604-01761/2021	Date of Registration	04/03/2021
Query No / Year	1604-2000250889/2021	Office where deed is registered	
Query Date	03/02/2021 11:41:49 AM	1604-2000250889/2021	
Applicant Name, Address & Other Details	JAYANTA RAY 34/14, KASHINATH CHATTERJEE LANE,Thana : Shibpur, District : Howrah, WEST BENGAL, PIN - 711102, Mobile No. : 9830697167, Status :Advocate		
Transaction	Additional Transaction		
[0104] Sale, Sale agreement without possession [Full Stamp]	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 1,60,94,593/-	Rs. 1,60,94,593/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 9,65,696/- (Article:5(d))	Rs. 53/- (Article:E, E)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, JI No: 2, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-122 (RS :-)	LR-1193	Bastu	Danga	9.078 Dec	1,18,18,455/-	1,18,18,455/-	Property is on Road
L2	LR-123 (RS :-)	LR-1193	Bastu	Danga	3.2749 Dec	42,76,138/-	42,76,138/-	Property is on Road
		TOTAL :			12.3529Dec	160,94,593 /-	160,94,593 /-	
	Grand Total :				12.3529Dec	160,94,593 /-	160,94,593 /-	

Seller Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PS VINAYAK SMARTCITY LLP 122/1R, Satyendra Nath Majumder Sarani, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.:: AAxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	THYONE AGRI PRODUCTS LLP 119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 , PAN No.:: AAxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr UMESH KYAL (Presentant) Son of Late Govind Ram Kyal 30C, South End Park, P.O:- Sarat Bose Road, P.S:- Lake, District-South 24 -Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx7R, Aadhaar No: 32xxxxxxxx6519 Status : Representative, Representative of : PS VINAYAK SMARTCITY LLP (as Designated Partner)
2	Mr Siddhartha Mukherjee Son of Late Ashutosh Mukhopadhyay 119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx8C, Aadhaar No: 90xxxxxxxx6665 Status : Representative, Representative of : THYONE AGRI PRODUCTS LLP (as Designated Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AVIJIT KAPAT Son of Mr R.Kapat 96 KGRS Path, P.O:- Bhadreswar, P.S:- Bhadreswar, Bhadreswar, District:- Hooghly, West Bengal, India, PIN - 712124			
Identifier Of Mr UMESH KYAL, Mr Siddhartha Mukherjee			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	PS VINAYAK SMARTCITY LLP	THYONE AGRI PRODUCTS LLP-9.078 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	PS VINAYAK SMARTCITY LLP	THYONE AGRI PRODUCTS LLP-3.2749 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, JI No: 2, Pin Code : 700156

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 122, LR Khatian No:- 1193	Owner:রাজেশ কুমার গঙ্গোপাধ্যায়, Gurdian:(কৃ) রাজেশ কুমার, Address:৪নং, লাকসার রড কলকাতা-৭০০০১৬ , Classification:ভাঙ্গা, Area:0.10000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 123, LR Khatian No:- 1193	Owner:রাজেশ কুমার গঙ্গোপাধ্যায়, Gurdian:(কৃ) রাজেশ কুমার, Address:৪নং, লাকসার রড কলকাতা-৭০০০১৬ , Classification:ভাঙ্গা, Area:0.03000000 Acre,	Seller is not the recorded Owner as per Applicant.





Endorsement For Deed Number : I - 160401761 / 2021

On 10-02-2021

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 1,60,94,593/-

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 11-02-2021

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

Presented for registration at 15:05 hrs on 11-02-2021, at the Private residence by Mr UMESH KYAL ,

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

Execution is admitted on 11-02-2021 by Mr UMESH KYAL, Designated Partner, PS VINAYAK SMARTCITY LLP (LLP), 122/1R, Satyendra Nath Majumder Sarani, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr AVIJIT KAPAT, , Son of Mr R Kapat, 98 KGRS Path, P.O: Bhadreswar, Thana: Bhadreswar, , City/Town: BHADRESHWAR, Hooghly, WEST BENGAL, India, PIN - 712124, by caste Hindu, by profession Service

Execution is admitted on 11-02-2021 by Mr Siddhartha Mukherjee, Designated Partner, THYONE AGRI PRODUCTS LLP (LLP), 119, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by Mr AVIJIT KAPAT, , Son of Mr R Kapat, 98 KGRS Path, P.O: Bhadreswar, Thana: Bhadreswar, , City/Town: BHADRESHWAR, Hooghly, WEST BENGAL, India, PIN - 712124, by caste Hindu, by profession Service

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 12-02-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2021 11:14AM with Govt. Ref. No: 192020210224315381 on 10-02-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AYYSEZ1 on 10-02-2021, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 9,65,696/- and Stamp Duty paid by online = Rs 9,65,596/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2021 11:14AM with Govt. Ref. No: 192020210224315381 on 10-02-2021, Amount Rs: 9,65,596/-, Bank: State Bank of India (SBIN0000001), Ref. No: IK0AYYSEZ1 on 10-02-2021, Head of Account 0030-02-103-003-02

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 04-03-2021

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 : 5 (d) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 9,65,696/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 48996, Amount: Rs.100/-, Date of Purchase: 04/09/2019, Vendor name: A Banerjee

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2021, Page from 71304 to 71335

being No 160401761 for the year 2021.



Pradipta

Digitally signed by PRADIPTA KISHORE
GUHA
Date: 2021.03.05 11:21:15 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2021/03/05 11:21:15 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

ANNEXURE-AGO

03817/21

I 3725/21



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 389002

पश्चिम बंगाल सरकार
 पश्चिम बंगाल सरकार
 पश्चिम बंगाल सरकार
 पश्चिम बंगाल सरकार

District Sub-Registrar-IV
Alipore, South 24 Parg.

- 5 MAY 2021

06/5/21

CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the 5th day
 of May 2021 [TWO THOUSAND TWENTY ONE]

B-E-T-W-E-E-N



9-885960/21

00484007

ALAMGIR REZA
ALPORA DISTRICT COURT
700027

27 MAR 2021

No
Name
Address
Vendor

Munira Ujeef

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001



VCN 2891

RAINTREE ENCLAVE LLP

Munira Ujeef
Partner / Authorised Signatory



VCN 2893

District Sub-Registrar-IV
Alipore, South 24-Pgs.

VETIVER REALTY PVT. LTD.

Aravinda Sanyal
Director.

5 MAY 2021

Identified by me,
Arav Ghosh, S/O. Sudhir Kr. Ghosh
Occupation - Service,
Residing at 39, Ruby Park South, P.S.-Kadapa,
Dist - Haldia, Kol-700078.

RAINTREE ENCLAVE LLP, having PAN **AAOFR3010M**, having LLPIN AAA-8721, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata- 700026, represented by its Designated Partner, **UMESH KYAL**, having PAN **AGCPK9667R**, having Aadhaar 322167806519, having mobile number 9903542000, by nationality Indian, by caste Hindu, son of Late Govind Ram Kyal, by occupation Business, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata- 700029 (hereinafter referred to as the **Vendor**, includes successors-in-interest)

And

VETIVER REALTY PRIVATE LIMITED, having PAN **AAFVCV1666F**, having CIN U45400WB2015PTC207042, a Company incorporated under the Companies Act, 1956, having its registered office at 12(168), Banamali Ghoshal Lane, BL-B, Flat-A4, 1st Floor, Post Office and Police Station Behala, Kolkata-700034, represented by its Director, **AMRITA SANNIGRAHI**, having PAN **CAGPS3109C**, having Aadhaar No. 556475014001, having Mobile No. 9831381124, daughter of Ashok Sannigrahi and wife of Siddhartha Mukherjee, by faith - Hindu, by occupation - Business, residing at 18, Dakshin Para Road, Post Office - Paschim Barisha, Police Station - Thakurpukur, Kolkata - 700063 (hereinafter referred to as the **Purchaser**, includes successors-in-interest)

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

Subject Matter of Conveyance

Said Property:(1) Land measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet (**BGP**), Sub-Registration District Bhangore, District South 24 Parganas (**First Property**) **And** (2) land measuring 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Second Property**). The First Property and the Second Property are more fully and collectively described in the **Second Schedule** below (collectively **Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.



Background, Representations, Warranties and Covenants

The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

1. By virtue of (1) Deed of Conveyance dated 27th August, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 11, at Pages 5803 to 5847, being Deed No. 05626 for the year 2004, (2) Deed of Conveyance dated 12th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 11, at Pages 5848 to 5881, being Deed No. 05659 for the year 2004 and (3) Deed of Conveyance dated 19th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 15, at Pages 9244 to 9262, being Deed No. 07073 for the year 2005, Green Vally Towers Private Limited became the sole and absolute owner in respect of (1) land measuring 162 (one hundred and sixty two) decimal, being the entirety of R.S./L.R. Dag No. 122, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 122**) and (2) land measuring 52 (fifty two) decimal [physically measuring about 51.4 (fifty one point four) decimal, more or less], being the entirety of R.S./L.R. Dag No. 123, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 123**), free from all encumbrances. The Mother Property In Dag No. 122 and Mother Property In Dag No. 123 (collectively **Mother Property**).
2. By a Deed of Conveyance dated 12th June, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 45, being Deed No. 08088 for the year 2007, said Green Vally Towers Private Limited sold, conveyed and transferred *inter alia* the Mother Property in favour of (1) Aditya Mundhra, (2) Indra Gandhi, (3) Resha Mundhra (Dujari), (4) Nisha Sadani, (5) Sudarshan Mimani, (6) Saurabh Tapdiya, (7) Kusum Devi Mundhra, (8) Madhu Surana, (9) Shrenik Surana, (10) Eela Jain, (11) Nishit Jain, (12) Akhil Orchards Private Limited, (13) Bansilal Credit Private Limited, (14) Bacchraj Farms Private Limited, (15) Merwara Hotels Private Limited, (16) MSB Mercantiels Private Limited, (17) Sajjan Devi Dugar, (18) Shruti Dugar, (19) Gopal Prasad Bhojnagarwala and (20) Ravinder Bhatia, free from all encumbrances.
3. By an Indenture of Conveyance dated 13th April, 2009, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 9, at Pages 4016 to 4068, being Deed No. 04174 for the year 2009, said (1) Aditya Mundhra, (2) Indra Gandhi, (3) Resha Mundhra (Dujari), (4) Nisha Sadani, (5) Sudarshan Mimani, (6) Saurabh Tapdiya, (7) Kusum Devi Mundhra, (8) Eela Jain, (9) Sajjan Devi Dugar, (10) Shruti Dugar, (11) Gopal

Prasad Bhojnagarwala and (12) Ravinder Bhatia sold, conveyed and transferred land measuring 97.2 (ninety seven point two) decimal, more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 122 and land measuring 31.2 (thirty one point two) decimal [physically measuring 30.84 (thirty point eight four) decimal], more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 123 in favour of (1) Manohar Lall Meet Jain HUF, (2) Meet Jain HUF, (3) Bina Jain, (4) Nisha Jain, (5) Rajendra Kumar Gangwal, (6) Nisha Devi Gangwal, (7) RohitGangwal, (8) Arvind Kumar Jain HUF, (9) Rosy Jain, (10) Bijay Kumar Jain HUF and (11) Suman Property Private Limited, being confirmed by the other co-owners of the Mother Property, being (1) Madhu Surana, (2) Shrenik Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited and (8) MSB Mercantiles Private Limited. Therefore, the ownership of the Mother Property stands as given hereunder:

Owners	Dag No. 122 (indec.)	Dag No. 123 (indec.)	Total (indec.)
MadhuSurana	8.1	2.6	10.7
ShrenikSurana	8.1	2.6	10.7
Nishit Jain	8.1	2.6	10.7
Akhil Orchards Private Limited	8.1	2.6	10.7
Bansilal Credit Private Limited	8.1	2.6	10.7
Bacchraj Farms Private Limited	8.1	2.6	10.7
Merwara Hotels Private Limited	8.1	2.6	10.7
MSB Mercantiles Private Limited	8.1	2.6	10.7
ManoharLall Meet Jain HUF	8.8364	2.8364	11.6728
Meet Jain HUF	8.8364	2.8364	11.6728
Bina Jain	8.8364	2.8364	11.6728
Nisha Jain	8.8364	2.8364	11.6728
Rajendra Kumar Gangwal	8.8364	2.8364	11.6728
Nisha Devi Gangwal	8.8364	2.8364	11.6728
RohitGangwal	8.8364	2.8364	11.6728
Arvind Kumar Jain HUF	8.8363	2.8363	11.6726
Rosy Jain	8.8363	2.8363	11.6726
Bijay Kumar Jain HUF	8.8363	2.8363	11.6726
Suman Property Private Limited	8.8363	2.8363	11.6726
Total:	162	52	214 (Physically 213.4 dec.)

4. By a Deed of Partition dated 7th October, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, CD Volume No. 18, at Pages 2252 to 2293, being Deed No. 08961 for the year 2013, said (1) MadhuSurana, (2) Shrenik



Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited, (8) MSB Mercantiles Private Limited, (9) Manohar Lall Meet Jain HUF, (10) Meet Jain HUF, (11) Bina Jain, (12) Nisha Jain, (13) Rajendra Kumar Gangwal, (14) Nisha Devi Gangwal, (15) Rohit Gangwal, (16) Arvind Kumar Jain HUF, (17) Rosy Jain, (18) Bijay Kumar Jain HUF and (19) Suman Property Private Limited caused partition of the Mother Property by metes and bounds and by virtue of the said Partition said (1) Rajendra Kumar Gangwal, (2) Nisha Devi Gangwal and (3) Rohit Gangwal became the joint and absolute owners of land measuring 29.7522 (twenty nine point seven five two two) decimal, more or less, out of the Mother Property In Dag No. 122 (**Larger Property In Dag No. 122**) and land measuring 10.1157 (ten point one one five seven) decimal, more or less, out of the Mother Property In Dag No. 123 (**Larger Property In Dag No. 123**). The Larger Property In Dag No. 122 and Larger Property In Dag No. 123 (collectively **Larger Property**) being collectively demarcated as Lot-D in the site plan annexed thereto and more fully described in the **First Schedule** below.

5. By an Indenture of Conveyance dated 27th January, 2021, registered in the Office of the District Sub-Registrar-II, South 24 Parganas at Alipore, recorded in Book No. I, Volume No.1602-2021, Pages from 66165 to 66203, being Deed No. 160201211 for the year 2021, said (1) Rajendra Kumar Gangwal, (2) Nisha Devi Gangwal, and (3) Rohit Gangwal sold, conveyed and transferred the Larger Property unto and in favour of (1) PS Vinayak Complex LLP, (2) PS Vinayak Smartcity LLP, (3) Raintree Enclave LLP and (4) Hallmark Tradecom Private Limited as per the chart given hereunder:

Vendors	R.S./L.R. Dag No.	Area Purchased (in dec.)	Total Area (in dec.)
PS Vinayak Complex LLP	122	9.078	12.3529
	123	3.2749	
PS Vinayak Smartcity LLP	122	9.078	12.3529
	123	3.2749	
Raintree Enclave LLP	122	9.078	12.3529
	123	3.2749	
Hallmark Tradecom Private Limited	122	2.5182	2.8092
	123	0.291	
Total:			39.8679

6. In the above mentioned events and circumstances said Raintree Enclave LLP (the Vendor herein) became the sole and absolute owner in respect of the Said Property, out of the Larger Property, being (1) land measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas and (2)



land 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas, free from all encumbrances.

7. By a Development Agreement dated 27th January, 2021, registered in the Office of the District Sub-Registrar-II, South 24 Parganas at Alipore, recorded in Book No. I, Volume No.1602-2021, Pages from 68203 to 68325, being No. 160201225 for the year 2021 (**Development Agreement**), said Raintree Enclave LLP (the Vendor herein) along with the other the then co-owners of the Mother Property have jointly granted development right in favour of Zenith Conclave LLP (**Said Developer**) in respect of the Mother Property vis-à-vis the Said Property under the terms and conditions mentioned therein and simultaneously the Vendor along with the other the then co-owners of the Mother Property granted a Development Power of Attorney of even date registered in the Office of the District Sub-Registrar-II, South 24 Parganas at Alipore, recorded in Book No. I, Volume No.1602-2021, Pages from 67714 to 67796, being No. 160201226 for the year 2021 (**Development Power Of Attorney**).
8. By an Agreement for Sale dated 11th February, 2021, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 1604-2021, at Pages 71272 to 71303, being No. 160401760 for the year 2021 (**Said Agreement**), said Raintree Enclave LLP (the Vendor herein) has agreed to sale, convey and transfer the Said Property unto and in favour of Vetiver Realty Private Limited (the Purchaser herein), free from all encumbrances **subject to** subsistence of the said Development Agreement and Development Power of Attorney.
9. It is pertinent to mention here that the name of the Said Developer has been wrongfully mentioned as Kyal Developers Private Limited instead and in place of Zenith Conclave LLP in Line No. 6 of Clause 5.1.6 at Page No. 6 of the Said Agreement. The Parties hereby declare that the name of '*Zenith Conclave LLP*' shall be inserted and shall always be deemed to have been inserted instead and place of '*Kyal Developers Private Limited*' and the name of '*Kyal Developers Private Limited*' shall be deleted and shall always be deemed to have been deleted and the modification made by and inserted by these presents shall have corresponding effect to modify all the necessary documents for all intents and purposes.
10. In furtherance of the above, the Vendor is completing the sale of the Said Property in favour of the Purchaser, by these presents, on the terms and conditions contained herein, free from all encumbrances **subject to** subsistence of the said Development Agreement and Development Power of Attorney.



Representations, Warranties and Covenants Regarding Encumbrances:
The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:

1. **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
2. **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
3. **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
4. **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
5. **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
6. **No Right of Pre-emption:** No person or persons whatsoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
7. **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
8. **Free From All Encumbrances:** The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, wakfs, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars 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 the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable **subject to** subsistence of the said Development Agreement and Development Power of Attorney.
9. **No Personal and/or Corporate Guarantee:** The Said Property is not affected by or subject to any personal and/or corporate guarantee for securing any financial accommodation.



10. **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.
11. **No Other Encumbrances:** Be it specifically stated that the Vendor is the absolute owner of the Said Property free from all encumbrances and have the right to transfer the Said Property and the Scheduled mentioned property is not situated within the Notified area, cantonment area, lease hold property and thika tenancy property and no embargo/restriction have been imposed by any competent authority/government authority/any Hon'ble Court and there exist no litigation over the property.

Basic Understanding

The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned above.

Transfer Hereby Made:

The Vendor hereby sells, conveys and transfers to the Purchaser in respect of the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Second Schedule** below, being (1) the First Property, i.e. land measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas **And** (2) the Second Property, i.e. land 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

Consideration:

The aforesaid transfer is being made in consideration of a sum of Rs.1,60,94,593/- (Rupees one crore sixty lakh ninety four thousand five hundred and ninety three only) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.



Terms of Transfer

1. **Salient Terms:** The transfer being effected by this Conveyance is:
 - 1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
 - 1.2 **Absolute:** absolute, irreversible and perpetual.
 - 1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutter, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars 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 the Vendor's predecessors-in-title **subject to** subsistence of the said Development Agreement and Development Power of Attorney.
 - 1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
 - 1.5 **Together with Subsisting Development Agreement:** together will all rights and liabilities the Vendor has in the Said Property under the said Development Agreement and Development Power Of Attorney.
2. **Subject to:** The transfer being effected by this Conveyance is subject to:
 - 2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Said Property. If any difficulty arises in respect of mutation of the Said Property in the name of the Purchaser then the Vendor shall at all times hereinafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to mutate the name of the Purchaser in respect of the Said Property.



- 2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
3. **Delivery of Possession:** The Vendor has handed over peaceful and symbolic possession of the Said Property to the Purchaser and the Said Property shall be use for development purpose.
4. **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
5. **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waive, surrender and give up each and every one of the aforesaid rights.
6. **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property to non-agricultural/any other classification at the sole discretion of the Purchaser and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and



classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining the same as earlier and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.

7. **Title Documents:** Simultaneously herewith, the Vendor has handed over all title papers and documents in respect of the Said Property to the Purchaser.
8. **Further Acts:** The Vendor hereby covenant that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property. Notwithstanding the aforesaid covenant, the Vendor further covenants with the Purchaser that the Purchaser shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance through a declaration without affecting the right of the Vendor in any manner. The Vendor hereby further covenants to be party to the declaration (if required) without raising any objection and without any further consideration as and when required by the Purchaser.
9. **Interpretation:**
 - 9.1 The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
 - 9.2 Words and phrases have been defined in this Conveyance by printing them in bold and putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.



FIRST SCHEDULE
(Larger Property)

Land classified as Danga measuring 29.7522 (twenty nine point seven five two two) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas

Land classified as Danga measuring 10.1157 (ten point one one five seven) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas

The Larger Property is marked as Lot-D being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By L.R. Dag No. 106
On the East : Partly by L.R. Dag No. 106 and partly by L.R. Dag No. 132
On the South : By Lot E in L.R. Dag No. 122 and 123
On the West : Partly by Lot A in L.R. Dag Nos. 122 and partly by L.R. Dag No. 107

SECOND SCHEDULE
(Said Property)
[Subject Matter of Conveyance]

Vacant Land classified as Danga measuring 9.078 (nine point zero seven eight) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas.

Vacant Land classified as Danga 3.2749 (three point two seven four nine) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1193, 1194 and 1195, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas.

The Said Property being undivided land forming out of the Larger Property described in the **First Schedule** hereinabove.

Together also with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever of



howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	R.S./L.R. Dag No.	L.R. Khatian No.	Total Area of Land (in dec.)	Total Area Sold (in dec.)
Kochpukur	122	1193, 1194 & 1195	162	9.078
Kochpukur	123	1193, 1194 & 1195	52	3.2749
			Total:	12.3529



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

Sealed, signed and delivered by the
VENDOR in presence of:

1. *Mona Ghosh*
122/1R, S.N.M. Sarani,
Kolkata-700026.

2. *Dipankar Sandom*
122/1R, S.N.M. Sarani
KOL-700026

RAINTREE ENCLAVE LLP

Umesh Uyel
Partner / Authorised Signator

VENDOR

Sealed, signed and delivered by the
PURCHASER in presence of:

1. *Ghani*

2. *Dipankar Sandom*

VETIVER REALTY PVT. LTD.

Arvita Sampran
Director.

PURCHASER

Drafted by,

Alamgir Reza

(Alamgir Reza, Advocate)
Enrollment No.WB/1366/03
Alipore Judges Court,
Kolkata 700 027
Advocate



Receipt and Memo of Consideration

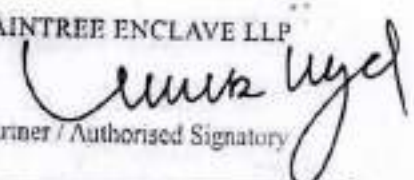
Received from the withinnamed Purchaser the withinmentioned sum of **Rs.1,60,94,593/- (Rupees one crore sixty lakh ninety four thousand five hundred and ninety three only)**towards full and final payment of the consideration for sale of the Said Property described in the **SecondSchedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Chq. No. 721892	11.02.21	Punjab National Bank, Behala, Kolkata - 700 034	1,29,02,500.00
TDS			97,500.00
Chq No.721918	05.05.21	Punjab National Bank, Behala, Kolkata - 700 034	30,63,647.00
TDS			30,946.00
TOTAL			1,60,94,593.00

Witness:

1. 
2. 























RAINTREE ENCLAVE LLP


Partner / Authorized Signatory

VENDOR



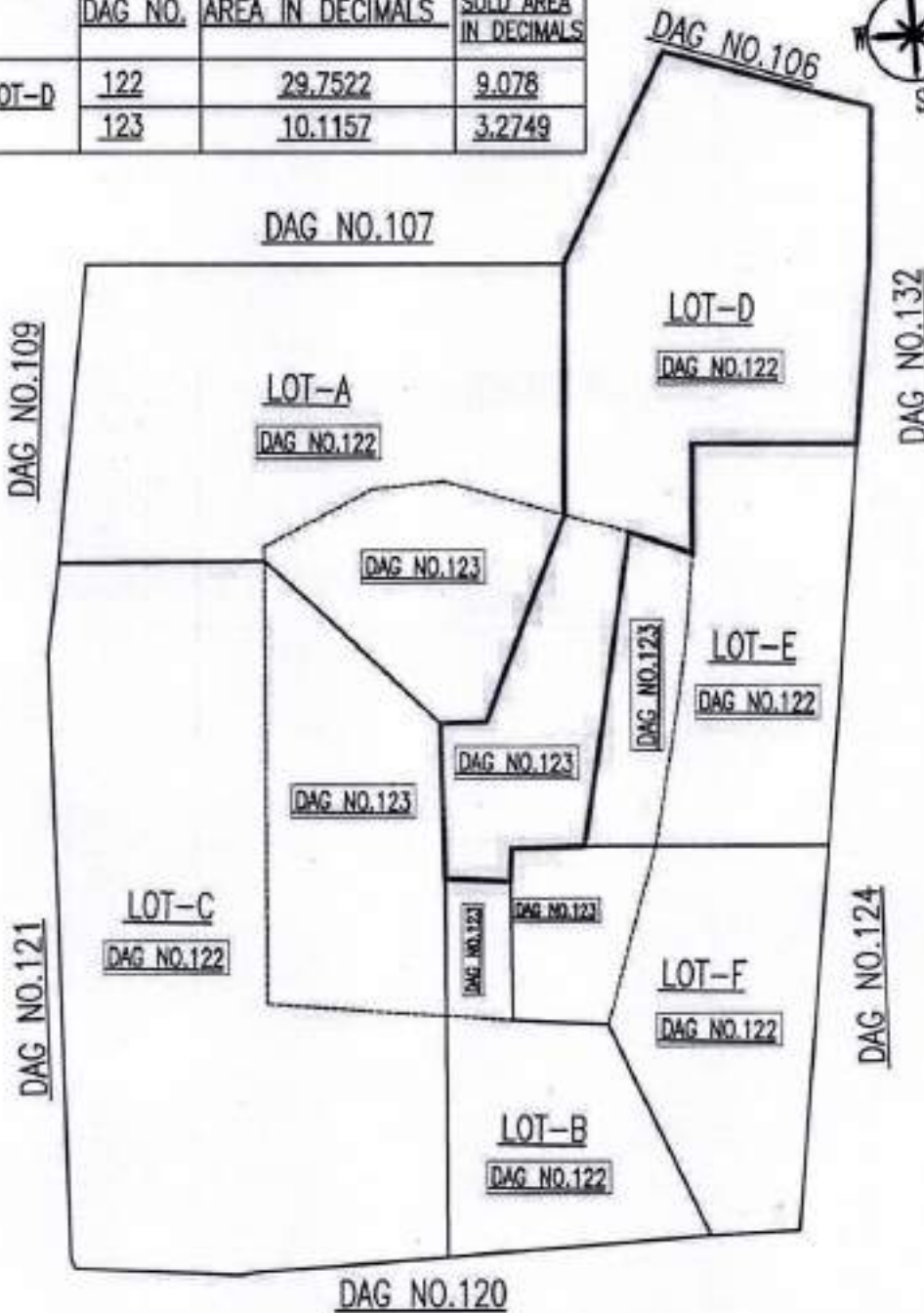
SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Mr. K. L. Kulkarni</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	<i>Armita Sanghvi</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
		(Right Hand)				



PLAN OF LOT-D AT MOUZA-KOCHPUKUR,DAG NO.122,123,J.L. NO.02,PS- KOLKATA LEATHER COMPLEX FORMERLY BHANGAR, DIST- SOUTH 24 PARGANAS

	DAG NO.	AREA IN DECIMALS	SOLD AREA IN DECIMALS
LOT-D	122	29.7522	9.078
	123	10.1157	3.2749



RAINTREE ENCLAVE LLP

Partner / Authorised Signatory

SIG. OF VENDOR

VETIVER REALTY PVT. LTD.

Director.

SIG. OF PURCHASER





RAINTREE ENCLAVE LLP

Partner / Authorised Signatory

Vinay Kojal



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

Permanent Account Number Card
AGCPK9007R

NTP / Name
UMESH KYAL

FATHER'S NAME / Pater's Name
GOVIND RAM KYAL

Date of Birth / Date of Birth
13/06/1958

Signature
Umesh Kyal

Stamp / Stamp




भारत सरकार
GOVERNMENT OF INDIA

उमेश कुमार
Umesh Kyal
 जन्म तिथि/ DOB: 13/06/1958
 लिंग / MALE

3221 6780 6519




MEERA AADHAAR, MERI PEHCHAN

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address
 S/O Govind Ram Kyal,
 30C, South End Park,
 Lake, Kolkata, Kolkata,
 West Bengal - 700029

ठिकाना:
 S/O गोविंद राम कुमार, ३०सि,
 साउथ एंड पार्क, लेक, कोलकाता,
 कोलकाता,
 पश्चिम बंगाल - ७०००२९

1947
 1800 200 1947

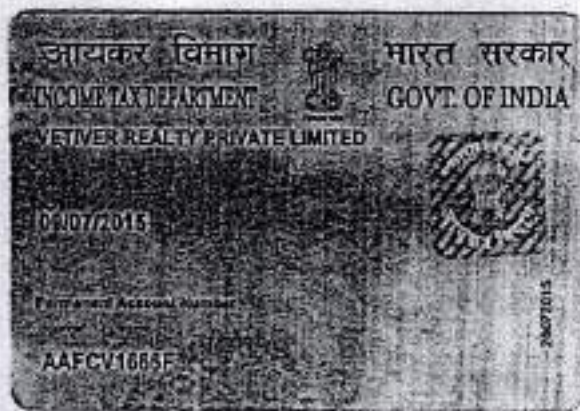
help@uidai.gov.in www.uidai.gov.in

P.O. Box No. 1947,
 Bangalore-562 001



Umesh Kyal





VETIVER REALTY PVT. LTD.
Ananta Sanugraha
Director.





Amrita Sangrani
Amrita Sangrani





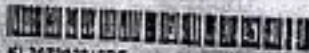
ভারতীয় বিসিটি পরিচালনা কর্তৃক

ভারত সরকার

Authentication Authority of India
Government of India

Enrollment No : 104020124/03009

To
Anita Sannigrahi
Age 40yr
18
DAKSHIN PARA ROAD
Paschim Bardha
Paschim Bardha, South Twenty Four Parganas
West Bengal - 700083



KL367302348DF
30730234



আপনার আধার সংখ্যা/ Your Aadhaar No. :

5564 7501 4001

সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



বয়স ৪০
Anita Sannigrahi
Age 40yr 08M
Female ANITA SANNIGRAHI

১০ অক্টোবর ১৯৪৬
৪০ - Female

5564 7501 4001



আপনার আধার সংখ্যা/ Your Aadhaar No. :
সাধারণ মানুষের অধিকার

Anita Sannigrahi





भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
 Unique Identification Authority of India
 Government of India

Enrolment No.: 1193/63025/03073

Download Date: 24/07/2013

To
 Sourav Ghosh
 S/O Suchir Kumar Ghosh
 39 Ruby Park South
 P.S. - Kasba
 Haltu S.O
 Kolkata West Bengal - 700078
 9836361573

Generation Date: 22/07/2013

Signature Not Verified
 8323 5028 2999
 8323 5028 2999
 8323 5028 2999



QR Code with Photograph

आपका आधार क्रमांक / Your Aadhaar No. :

8323 5028 2999

मेरा आधार, मेरी पहचान

- सूचना
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
 - पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
 - यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
 Government of India



Sourav Ghosh
 Date of Birth/DOB: 22/05/1988
 Male/ MALE

8323 5028 2999



मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India

Address:
 S/O Suchir Kumar Ghosh, 39 Ruby Park
 South, P.S. - Kasba, Haltu S.O, Kolkata,
 West Bengal - 700078



QR Code with Photograph

8323 5028 2999

*Sourav Ghosh
 (Identifier)*

