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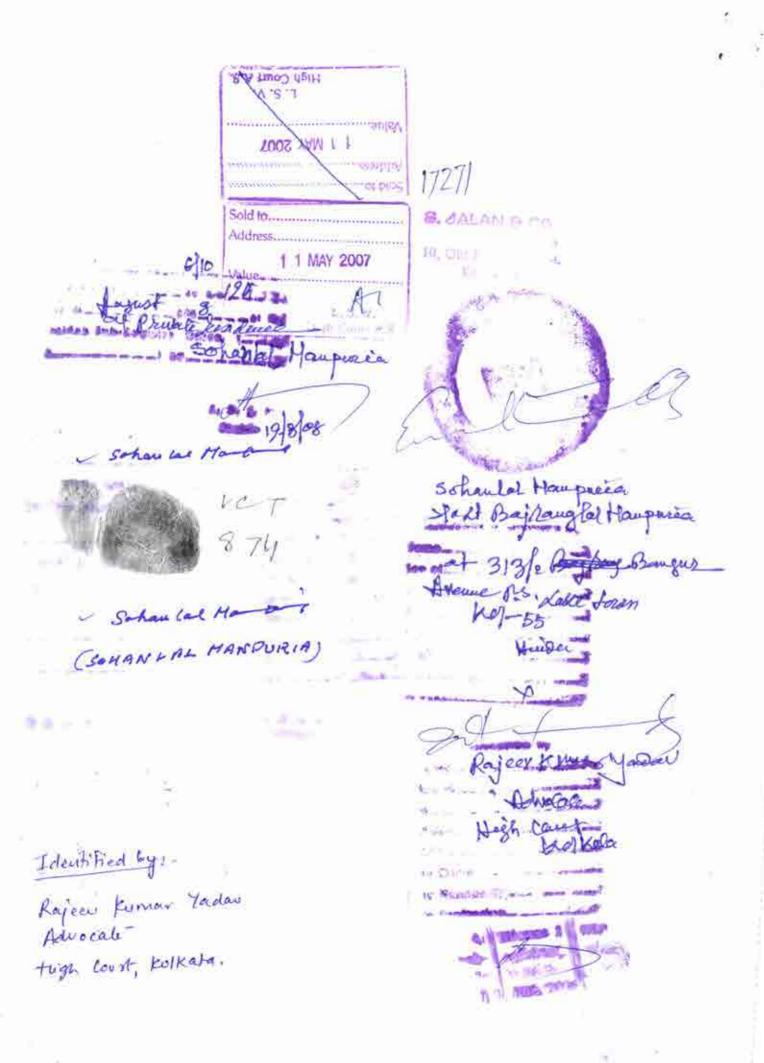
Date: 19/08/2008

Nature of Document: Deed of Conveyance

21-8-6

Parties: Collectively the following:

Vendor: Sohanlal Manpuria, son of Late Bajranglal Manpuria, permanently residing at 313/2, Bangur Avenue, Block "A". Police Station Lake Town. District North 24-Parganas, Kolkata-700055 and currently residing at 88, Ramkrishnapalli, Mukundapur, P.S. Purba Jadavpur, District 24 Paraganas (South) Kolkata-700099 of the One Part.



- 3.2 Purchaser: The West Bengal Housing Board, constituted under Section 3 of the West Bengal Housing Board Act, 1972 and having its office at 105, S. N. Banerjee Road, Kolkata-700 014 of the Other Part.
- 3.3 The terms "Vendor" and "Purchaser" shall include their respective successorsin-interest.
- Subject matter: Sale of Vendor's undivided 1/2 share in 20.184 Acres of Land ("the Land") in Mouza Barakhola, J. L. No. 21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah, in the District of South 24 Paraganas, and comprised in R.S. Plot No. and Khatian Nos. as follows:

Khatian	R.S. Plot No.	Quantity to be Sold (Acre)
156 164	135 (P)	5.759
156 164	136 (P)	5.233
165 157	137 (F)	0.16
148	126/165 (P)	5.164
156 164	124/167 (P)	1.421
156 164	127/169 (P)	1.145
147	128/170 (F)	0.40
148	129/171 (P)	0.902
		20.184

The undivided 1/2 share of the Vendor is hereinafter referred to as "the Proportionate Share", and the Land is more fully described in Schedule hereto and delineated in the Plan annexed hereto and therein bordered Red.

#### 5. Background:

By a registered Agreement for Sale ("the Agreement") dated the 27th day of July . 2007 the Vendor agreed to sell and the Purchaser agreed to purchase the Proportionate Share for the purchase the Proportionate Share for the consideration and on the terms and conditions contained therein.

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On behalf of West
Bengal Housing Board

Swapan Awman Cambana

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West Bengal Housing Board

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- 5.2 Pursuant to the above Agreement, this Conveyance is being executed by the Vendor to give effect to the sale of the Proportionate Share by the Vendor to the Purchaser free from all encumbrances.
- 5.3 Appropriate stamp duty has been paid on the registered Agreement for Sale referred to in clause 5.1 above, and, therefore, this Conveyance is being executed on Rs. 10/- stamp paper, claiming adjustment of the stamp duty already paid,

#### 6. Transfer:

6.1 Sale: At and for the consideration mentioned in clause 6.2, the Vendor hereby sells and transfers the Proportionate Share to the Purchaser, absolutely and free from all encumbrances which the Purchaser shall have and hold forever hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act, 1882.

#### 6.2 Consideration:

- i) The sale of the Proportionate Share is being made by the Vendor to the Purchaser for the consideration of Rs. 24,46,00,000/- (Rupees twenty-four crore forty-six lakh) only which has been paid by the Purchaser, simultaneously with the execution of Agreement in the manner mentioned below:-
  - a) Rs.16,76,75,000/= by Manager's Cheques, drawn on YES Bank Ltd.,
     Camac Street Branch, in favour of the Vendor.
  - Rs. 7,46,00,000/= by Manager's Cheques, drawn on YES Bank Ltd.,
     Camac Street Branch, in favour of Banani Properties Private Limited.
  - c) Rs.23,25,000/= by a Manager's Cheque, drawn on YES Bank Ltd.,
     Camac Street Branch, in favour of Mihir Ranjan Sarker.
- The Vendor hereby and by the Memo of Consideration herein below expressly admits and acknowledges receipt of the total consideration of Rs.

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24,46,00,000/- (Rupees twenty-four crore forty-six lakh) only and releases the Purchaser and the Proportionate Share of and from the same.

- 6.3 Possession: Possession of the Proportionate Share has been handed over to the Purchaser.
- 6.4 Covenant of the Vendor: The Vendor in future shall, at the request and cost of the Purchaser, execute such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Proportionate Share or more effectually transferring the Proportionate Share to the Purchaser.
- 6.5 Indemnity: The Vendor hereby indemnifies and agrees to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or expenses that the Purchaser may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Proportionate Share or any part thereof, statutory or contractual, and the Vendor hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.

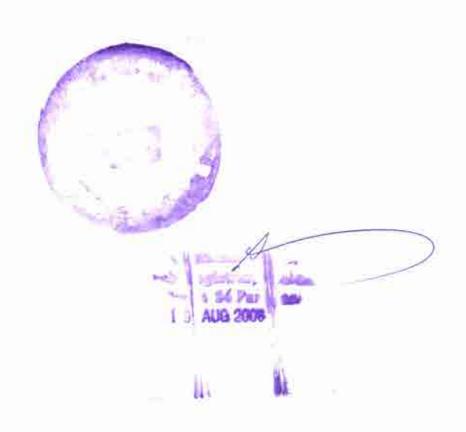
# Schedule (The Land)

20.184 Acres of Land in Mouza Barakhola, J. L. No. 21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah, in the District of South 24 Paraganas, and comprised in R.S. Plot Nos. and Khatian Nos. as follows:-

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147	128/170 (F)	0.40	
148	129/171 (P)	0.902	
		20.184	

delineated in the Plan annexed hereto and therein bordered Red.

IN WITNESS WHEREOF the Parties hereto have executed these presents at Kolkata on the day, month, and year first above written.

## EXECUTED AND DELIVERED by

the Vendor in the presence of:

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1. Sefondas Hazza 6/7A, AJC Bose Load Kal-17

2. Pontha-Charward 86-6, Topsin Most 15) Usl - 700046

### EXECUTED AND DELIVERED by

the Purchaser in the presence of :

1. Sebadas Hazrh

2. Dwothalhahrount

On behalf of West

Bengal Housing Board

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Cell and Authorised Office

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# Receipt and Memo of Consideration

The Vendor confirms having received from the Purchaser the sum of Rs. 24,46,00,000/- (Rupees twenty-four crore forty-six lakh) only towards full and final payment for Sale of the Proportionate Share in the manner following:

Date Number Amount (Rs.) YES Bank Ltd. Camac Street 1,99,00,000 = 26.7.2007 Marager's Cheque 001281 267 2007 Manager's Cheque 001282 YES Bank Ltd. Camac Street 1,99,00,000 = 26.7 2007 Manager's Cheque 001283 YES Bank Ltd. Camer Street 1,99,00,0001= 26.7.2007 Manager's Cheque 001284 YES Bank Ltd. Camac Street 1,99,00,000 = 26.7.2007 Manager's Cheque 001285 YES Bank Ltd. Camac Street 1,99,00,000 = 26.7. 2007 Manager's Cheque 001286 YES Bank Ltd. Comos Street 1,99,00,000 = 26.7. 2007 Manager's Cheque 001287 YES Bank Ltd. Camac Street 1,99,00,000/= 26.7. 2007 Manager's Cheque 001288 YES Bank Ltd. Camor Street 1,99,00,000 = 26.7. 2007 Manager's Cheque 001288 YES Bank Ltd. Camac Street 186, 50, 000 = 26.7. 2007 Manager's Cheque 001290 YES Bank Ltd. Camac Street 1,86,50,000 = 26.7. 2007 Manager's Cheque 001291 YES Bank Ltd. Camac Street 1,86,50,000 = 26.7. 2007 Manager's Cheque 001292 YES Bank Ltd. Camac Street 1,86,50,000 = 26.7. 2007 Manager's Cheque 001292 YES Bank Ltd. Camac Street 1,86,50,000 = 26.7. 2007 Manager's Cheque 001293 YES Bank Ltd. Camac Street 23,25,000 = 26.7. 2007 Manager's Cheque 001294 YES Bank Ltd. Camac Street 23,25,000 = 26.7. 2007 Manager's Cheque 001294 YES Bank Ltd. Camac Street 23,25,000 | Sorban La FMB 24.7 2007 Manager's Cheque 001293 Sohan las Ma 21.7. 2007 Manager's Cheque 001294 (VENDOR)

Witnesses:

1. Sebadas Hazza

2. Burthal backnownty





PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908 L.H. BOX – SMALL TO THUMB PRINTS N.B.;-R.H. BOX – THUMB TO SMALL PRINTS

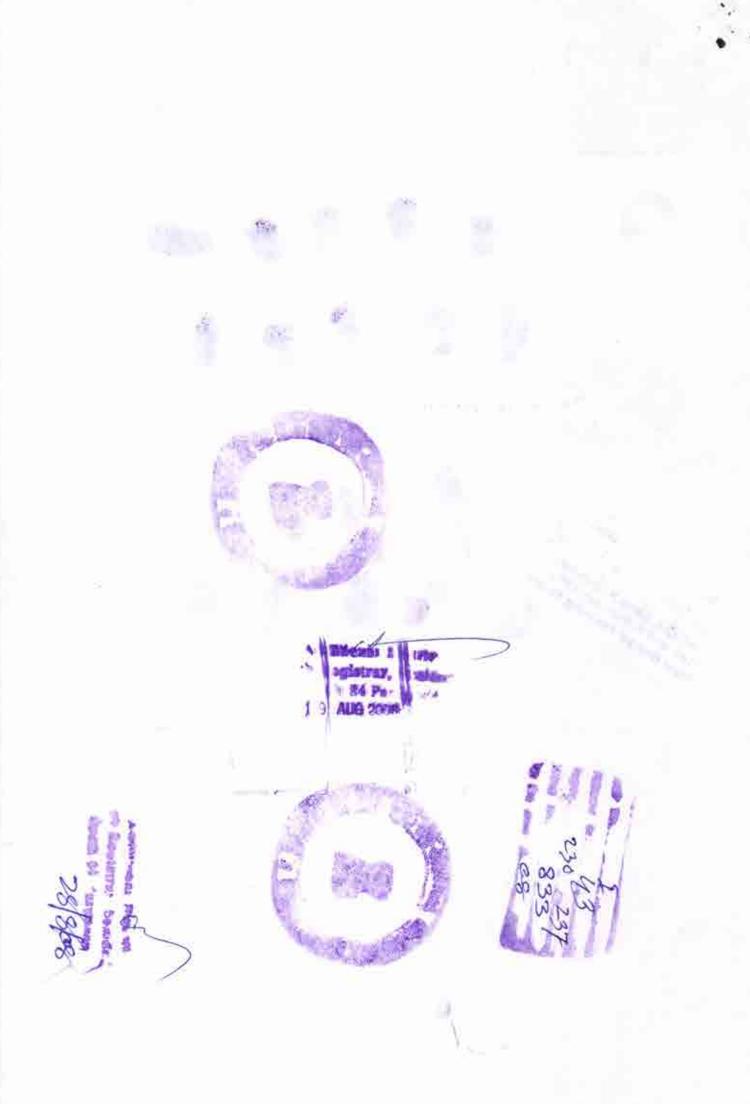


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Dated this	day of	, 2007

### BETWEEN

Sohanlal Manpuria

... Vendor

AND

The West Bengal Housing Board ... Purchaser

# CONVEYANCE

S, JALAN & COMPANY Solicitors & Advocates, 6/7A, A.J.C. Bose Road, Kolkata - 700 017. SPTE PLAN SHOWING THE UNDIVIDED HALF SHARE IN THE AREA OF LAND AT DAG NO. 135(P), 136(P), 137(F), 126/165(P), 127/169(P) 128/170(P), 129/171(P) & 124/167(P) IN MOUZA - BARAKHOLA, J.L. NO. - 21, P.S.- PURVAJADAVPUR, DIST.- 24 PARGANAS (SOUTH)

VENDOR:

SOHANLAL MANPURIA

PURCHASER: WEST BENGAL HOUSING BOARD

