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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

755290

Case no-721/09

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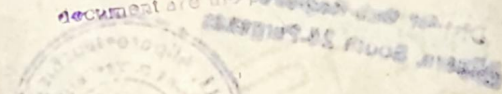
201) 450 -

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D.S.R. II

21/12/09

Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.



Distt. Registrar-II,
Malipara, South 24 Parganas

21/12/09

Deed of Conveyance

THIS INDENTURE made this 21st day of December Two Thousand

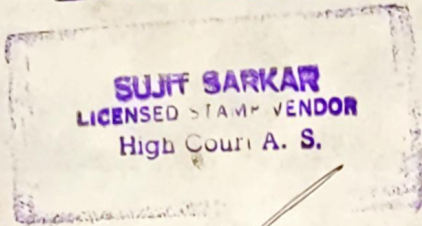
G. Das
A. Bhattacharya

1095/09
BD, 20 53, 550
Paid
Draft

115466

Sold to
 Address.....
 Value 5.000
 17 DEC 2009
 High Court A S

Sailesh Mishra
(Advocate)



[Handwritten signature]

TOP PROJECTS PVT. LTD.

[Handwritten signature]
 Director
 (RABINDRA PARASHARMA)



Dist. Regd. Office Registrar-II,
 Alipore, South 24-Parganas

2021



TOP PROJECTS PVT. LTD.

[Handwritten signature]
 Director



2022

Orient Engineering & Commercial Co. Ltd.

[Handwritten signature]
 Director



2023

Orient Engineering & Commercial Co. Ltd.

[Handwritten signature]
 Authorised Signatory

Identified by me
 Sailesh Mishra
 Advocate

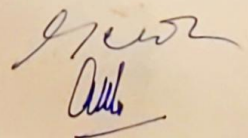
High Court Calcutta,

[Handwritten signature]
 Dist. Regd. Office Registrar-II,
 Alipore, South 24-Parganas

and Nine **BETWEEN ORIENT ENGINEERING & COMMERCIAL COMPANY LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 25 Brabourne Road, Kolkata-700001 having PAN No. **AAACO3240P** and represented by its Director, Mr. G.C. Das hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office/interest) of the **ONE PART AND TOP PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 32 Ezra Street, 10th floor, Kolkata having PAN No. **AABCT9974C** and represented by its Director, Ravindra Parasrampurua hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

WHEREAS :

- A. By an Indenture of Conveyance dated 8th October, 1963 made between Mooljee Sicka & Company therein referred to as the Vendor of the one part and one Beco Chemicals Private Limited therein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book I Volume No. 174 Pages 181 to 190 Being No. 6191 for the year 1963, the said Mooljee Sicka & Company for the consideration therein mentioned sold conveyed and transferred unto and to the said Beco Chemicals Limited **ALL THAT** pieces or parcels of land hereditaments and premises containing a land area of 1.909 acre more or less situate lying at and being divided and demarcated eastern portion of premises No. 38 Dhalipara Road comprised in the entire R.S. Dag No. 7373 (measuring 0.425 acre) recorded in Khatian No. 267 and portions of R.S. Dag No. 7374 (measuring 1.474 acre out of 1.514 acre) recorded in Khatian No. 267 and portion of R.S. Dag No. 7381 (measuring 0.01 acre out of 0.276 acre) recorded in Khatian No. 895 in Mouza Behala, J. L. No. 2, R. S. No. 83, Touzi No. 346 under Police Station Behala in the District of South 24 Parganas morefully and particularly mentioned and described in the First Schedule thereunder written and in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said premises**" absolutely and forever.
- B. By the said Indenture of Conveyance dated 8th October, 1963 the said Beco Chemicals Limited was also conveyed one-half share of a land shown therein as a common passage which is now part of KMC road adjacent to in front of the said premises.


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C. The said premises was subsequently assessed separately and renumbered as premises No. 126 Rama Krishna Sarani by the South Suburban Municipality and continues to bear the same number within the present Ward No. 130 of the Kolkata Municipal Corporation.

D. The said Beco Chemicals Limited was subsequently amalgamated with the Vendor herein and by order and decree dated 27th September, 1965 passed in C.P. No. 18 of 1965 in C.A. No. 148 of 1965 by the High Court at Calcutta the Subject Property, amongst other properties, stood transferred to the Vendor.

E. In addition to the building and other constructions lying at the said premises, the Vendor too constructed dwelling houses and other constructions and structures at the said premises, out of which most of the said structures became dilapidated with efflux of time and remaining well habitable structures are shown/reflected in the plan annexed hereto.

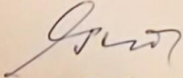
F. The Vendor is fully seized and possessed of and well and sufficiently entitled to, as the sole and absolute owner, **ALL THAT** the said premises with all dwelling houses and other constructions and structures and has been and continues to be in continuous vacant peaceful possession of the same.

G. The Vendor has contracted with the Purchaser for sale to the Purchaser of **ALL THAT** the said premises and all buildings construction and structures thereon free from all encumbrances mortgages charges leases tenancies occupancy rights liens lis pendens attachments uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever at and for the consideration of Rs.2,10,00,000.00 (Rupees two crores ten lacs) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.2,10,00,000.00 (Rupees two crores ten lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the Receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the properties hereby granted sold conveyed transferred

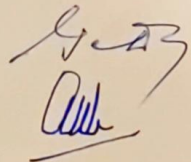
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assigned and assured or expressed or intended so to be) the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** messuages tenements hereditaments dwelling houses structures and premises **TOGETHER WITH** the pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 1.909 acre i.e. 05 Bighas 15 Cottah 07 Chittacks 40 Square feet more or less situate lying at and being premises No. 126 Rama Krishna Sarani, Kolkata comprised in the entire R.S. Dag No. 7373 (measuring 0.425 acre) recorded in Khatian No. 267 and portions of R.S. Dag No. 7374 (measuring 1.474 acre out of 1.514 acre) recorded in Khatian No. 267 and portion of R.S. Dag No. 7381 (measuring 0.01 acre out of 0.276 acre) recorded in Khatian No. 896 in Mouza Behala, J. L. No. 2, R. S. No. 83, Touzi No. 346 under Police Station Behala in the District of South 24 Parganas morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and shown in the plan annexed hereto duly bordered thereon in "**RED**" hereinafter referred to as "**the said premises**" **TOGETHER WITH** all and singular the edifices, fixtures, thatched huts, gates, courts, courtyards, compound, compound walls on all sides, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, electric, sanitary and other connections, fixtures, fittings, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **AND TOGETHER WITH** all deeds pattahs muniments writings and other evidence of title which in any way relate to or concern the said Premises or any part thereof which now is or are or hereafter shall or may be in the possession or power or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit **TOGETHER ALSO WITH** the benefits of covenants for production of title deeds as contained in the said Indenture of Conveyance dated 8th October, 1963 recited hereinabove in part **AND** reversion or reversions remainder or remainders and rents issues and profits of and in connection with the said premises and all and every part thereof **AND ALL** the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or


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expressed or intended so to be and every part thereof **AND TOGETHER WITH** all deeds pattahs muniments writings and evidence of title which in anywise relate to the said premises and which now is or hereafter shall or may be in possession power or control of the Vendor or any other person or persons from whom the Vendor may procure the same without any action or suit **TO HAVE AND TO HOLD** the same unto and to the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

- II. **THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :
- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done omitted executed or knowingly permitted or suffered to the contrary, the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrance charge condition use trust or any other thing whatsoever to alter defeat encumber or make void the same;
 - (ii) **AND THAT** the Vendor hath not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed and transferred or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
 - (iii) **AND THAT** notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendor hath now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
 - (iv) **AND THAT** the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments



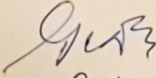
leases tenancies occupancy rights restrictive covenants lis pendens uses debutters trusts prohibitions claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or its predecessors-in-title.

(v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.

(vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

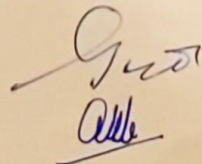
III. **AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASER** as follows:

(a) **THAT** the said premises or any portion thereof is not affected by any attachment including the attachment under any Certificate Case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate Case or proceedings against the


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Vendor for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

- (b) **AND THAT** the said premises or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Improvement Trust or the Kolkata Municipal Corporation or the Kolkata Metropolitan Development Authority or the Metro Railways or the Government or any other Public body or authority.
- (c) **AND ALSO THAT** to the knowledge of the Vendor no declaration is made or published for acquisition or requisition of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition under any Act or case whatsoever.
- (d) **AND THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Land Reforms Act, 1955 and/or the West Bengal Estate Acquisition Act, 1953 or any other legislation, rule or regulation for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby conveyed in favour of the Purchaser in the manner aforesaid.
- (e) **AND THAT** there is no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Properties or any part or share thereof pending or filed at any time heretofore. That since the date of becoming owner of the said premises by the Vendor, no person has claimed any right title interest or possession whatsoever in the said premises or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceedings in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding. Save and except the Vendor no other person can claim any right title or interest whatsoever in the said premises or any part thereof and the Vendor is uninterruptedly and exclusively in 'khas' and peaceful possession of the said premises without any disturbance obstruction claim or objection whatsoever from any person or persons and without affecting the covenant of indemnity as mentioned above, the Vendor shall also indemnify and keep saved harmless and indemnified the Purchaser in respect thereof and for all losses damages


A handwritten signature in blue ink, consisting of a stylized first name and a surname, is written at the bottom right of the page.

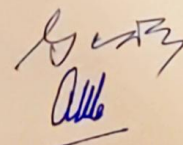
costs claims demands and proceedings that may be suffered by the Purchaser or any of them because of any defect or deficiency in title of the Vendor or any claim of howsoever nature by any person relating to the said premises hereby conveyed or any part or share thereof.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT messuages tenements hereditaments residential/dwelling houses structures being 7000 Sq. ft Tile Shed and 1055 Sq. Ft. Pucca roof and cemented flooring dwelling house and premises together with the pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 1.909 acre i.e. 05 Bighas 15 Cottah 07 Chittacks 40 Square feet or 7725.384 Sq. mt. more or less situate lying at and being premises No. 126 Rama Krishna Sarani, Kolkata comprised in the entire R.S. Dag No. 7373 (measuring 0.425 acre) recorded in Khatian No. 267 and portions of R.S. Dag No. 7374 (measuring 1.474 acre out of 1.514 acre) recorded in Khatian No. 267 and portion of R.S. Dag No. 7381 (measuring 0.01 acre out of 0.276 acre) recorded in Khatian No. 895 in Mouza Behala, J. L. No. 2, R. S. No. 83, Touzi No. 346 under Police Station Behala, Sub Registration Office Behala, within Ward No. 130 of the Kolkata Municipal Corporation in the District of South 24 Parganas and shown in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

- ON THE NORTH** : Partly by premises Nos. 99/68 and 99/10 Brahma Samaj Road, Kolkata and partly by premises Nos. 311/E Ram Krishna Sarani;
- ON THE EAST** : Partly by premises No. 106 Ram Krishna Sarani, partly by premises No. 30 Ram Krishna Sarani, partly by tank and partly by KMC Road;
- ON THE SOUTH** : by KMC Road;
- ON THE WEST** : Partly by premises Nos. 311/D and 311/E Ram Krishna Sarani, partly by premises Nos. 23/14, 23/2A, 23/12, 23/6, 38/40, 38/38, 38/36 Ram Krishna Sarani and partly by KMC Road.

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



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

COMMON SEAL of the Vendor Company
ORIENT ENGINEERING & COMMERCIAL COMPANY LIMITED has hereunto been affixed by its Director Mr, G.C. Das who has also put his signature on these presents pursuant to the Board Resolution dated 9th October, 2007 at Kolkata in the presence of:

Per Orient Engineering & Commercial Co. Ltd

Ganesh Chandra Das
Director

Per Orient Engineering & Commercial Co. Ltd

Ajay Kumar Bhattacharya
Authorised Signatory

- 1) *A. Bhoje*
(Anand V. Bhoje) s/o. Shrinanjan Bhoje
- 2) Sandip Kumar Ghosh.

SIGNED SEALED AND DELIVERED by the abovenamed PURCHASER at Kolkata in the presence of :

- 1) Sandip Kumar Ghosh 73/6 date 22/10/07
Ghosh ; Add: 189B Sweet Chatterjee Road, Kolkata - 700060.
- 2)

TOP PROJECTS PVT. LTD.

Rampura
Director
(RABINDRA PARASRAMPURIA)

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.2,10,00,000.00 (Rupees two crores ten lacs) only being the consideration in full payable under these presents as per memo written hereinbelow.

MEMO OF CONSIDERATION

- 1. By cheque No.337348 dated 11-10-07 on HDFC BANK LIMITED, Jogendra Kabiraj Row, Kolkata-700007.

Rs. 2,10,00,000

Rs. 2,10,00,000

(Rupees Two crores ten lakhs only)

Per Orient Engineering & Commercial Co. Ltd

Per Orient Engineering & Commercial Co. Ltd

Ganesh Chandra Das
Director

WITNESSES :

A. Bhoje
(Anand V. Bhoje)

Ajay Kumar Bhattacharya
Authorised Signatory

Vendor

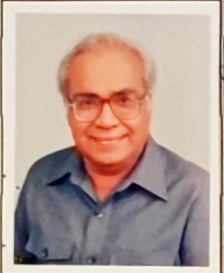
Sandip Kumar Ghosh

SPECIMEN FORM FOR TEN FINGERPRINTS



Ganesh Chandra Das

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ajay Kumar Chatterjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anurampal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Government Of West Bengal
Office Of the D.S.R.-II SOUTH 24-PARGANAS
District:-South 24-Parqanas

Endorsement For Deed Number : I - 06528 of 2009
(Serial No. 05971 of 2009)

On 21/12/2009

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

Presented for registration at 16.50 hrs on :21/12/2009, at the Private residence by Rabindra Parasrampuria,Claimant.

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

Execution is admitted on 21/12/2009 by

1. Ganesh Chandra Das, Director, Orient Engineering & Commercial Company Ltd, 25 Brabourne Rd, Kol-700001, By Profession : Business
2. Ajay Kumar Bhattacharya, Authorised Signatory, Orient Engineering & Commercial Co Ltd, 25 Brabourne Rd, Kol-700001, By Profession : Business
3. Rabindra Parasrampuria, Director, Top Projects Pvt Ltd, 32 Ezra St, Kolkata, By Profession : Business
Identified By Sailesh Mishra, son of . . , High Court Calcutta-700001 ,Thana: . . , By Caste: Hindu, By Profession: Advocate.

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II

On 22/12/2009

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 323477/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 22/12/2009

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.-29407100/-

Certified that the required stamp duty of this document is Rs.- 2058517 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 2030000/- is paid, by the Bankers cheque number 911513, Bankers Cheque Date 22/12/2009, Bank Name State Bank Of India, Biplabi Rash Behari, received on 22/12/2009
2. Rs. 23550/- is paid91151522/12/2009State Bank Of India, Biplabi Rash Behari, received on 22/12/2009

District Sub Registrar-II,
Alipura, South 24-Parganas

(Sadhan Chand) Das)
DISTRICT SUB-REGISTRAR-II

EndorsementPage 1 of 2

22/12/2009 16:07:00



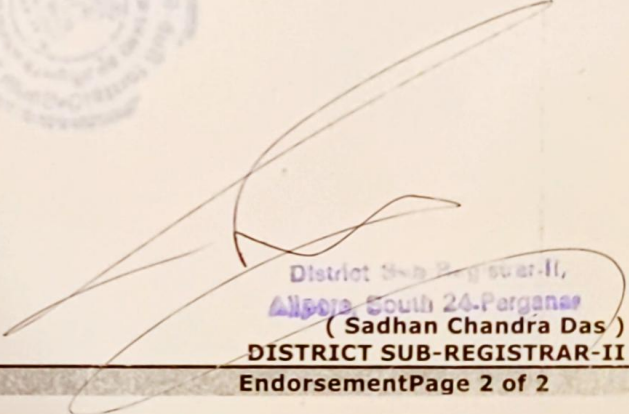


Government Of West Bengal
Office Of the D.S.R.-II SOUTH 24-PARGANAS
District:-South 24-Parqanas

Endorsement For Deed Number : I - 06528 of 2009
(Serial No. 05971 of 2009)

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II




District Sub Registrar-II,
Alipore, South 24-Parganas
(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 3307 to 3321
being No 06528 for the year 2009.



(Sadhan Chandra Das) 22-December-2009
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II SOUTH 24-PARGANAS
West Bengal

23.12.09

