

12950/2014

KDH/239

13339/2014

Saha & Ray



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

82AA 686805

Mr. 99324

Certified that the Document is admitted to
Registration, Signature Sheet and the
endorsement are the part of this document.

Additional Registrar
of Assurances-II, Kolkata



CONVEYANCE

1. Date: 18th October 2014
2. Place: Kolkata
3. Parties:

Bk. Bering
Ashan

1 Bk. Bering Ashan

83183

Amban Bhattacharya



e - 7821

ADHANSILK COMPLEX PRIVATE LIMITED

Amban Bhattacharya
Director / Authorised Signatory

NAME.....
ADD.....
Rs.....
- 9 SEP 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
287, 288, 289, Roy Road, Kolkata - 700001

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
7C, 7D, 7E, Shankar Roy Road
Kolkata - 700001

- 9 SEP 2014

- 9 SEP 2014



e - 7822

Binat K. Baisya



Manabesh Bandyopadhyay
S/o Mr. Suresh Ch Bandyopadhyay

Particular
P.S. Bhattacharya
cal - 119
Business

National Register of
Companies
Kolkata
18 OCT 2014



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

**Endorsement For Deed Number : I - 13339 of 2014
(Serial No. 12950 of 2014 and Query No. 1902L000030073 of 2014)**

On 18/10/2014

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

Presented for registration at 36.25 hrs on :18/10/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 18/10/2014 by

1. Bimalendu Kumar Baishya Alias Bimal Kumar Baishya, son of Late Harinath Baishya , Baishya Para , Village Patulia, Kol, Thana:-Khardaha, P.O. :-Patulia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700119, By Caste Hindu, By Profession : Others
2. Anirban Bhattacharya
Authorised Signatory, Dhansilk Complex Pvt Ltd, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others

Identified By Manatosh Baishya, son of Late S Ch Baishya, Patulia, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700119, By Caste: Hindu, By Profession: Business.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 30/10/2014

Payment of Fees:

Amount by Draft

Rs. 11021/- is paid , by the draft number 220138, Draft Date 22/10/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 30/10/2014

(Under Article : A(1) = 10923/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 30/10/2014)

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.-9,93,240/-

Certified that the required stamp duty of this document is Rs.- 49682 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 49682/- is paid , by the draft number 220137, Draft Date 22/10/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 30/10/2014



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

01/11/2014 12:47:00

EndorsementPage 1 of 2



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

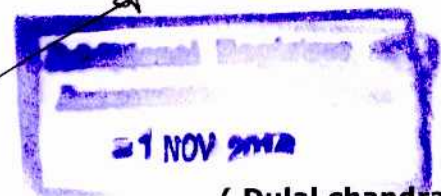
Endorsement For Deed Number : I - 13339 of 2014
(Serial No. 12950 of 2014 and Query No. 1902L000030073 of 2014)

On 01/11/2014

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

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

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

- 3.1 **Bimalendu Kumar Baishya alias Bimal Kumar Baishya**, son of Late Harinath Baishya, residing at Baishya Para, Village Patulia, Post Office Patulia, Kolkata-700119, Police Station Khardah, District North 24 Parganas
(Vendor, includes successors-in-interest)

And

- 3.2 **Dhansilk Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 101 Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECD5510D**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street
(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:

4. Subject Matter of Conveyance

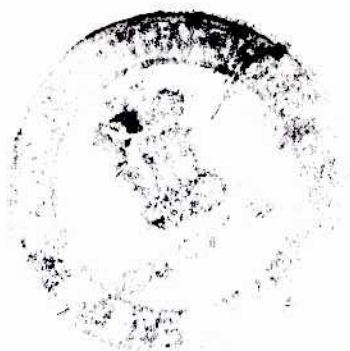
- 4.1 **Said Property:** (1) Land classified as *sali* (agricultural) measuring 2.257 (two point two five seven) decimal [equivalent to 1.3679 (one point three six seven nine) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 508, and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas, more fully described in **Part I** of the **1st Schedule** below and the said R.S. *Dag* No. 760 being delineated and demarcated on the **Plan A** annexed hereto and bordered in colour **Red** thereon (**First Property**) And (2) land classified as *danga* (highland) measuring 3.261 (three point two six one) decimal [equivalent to 1.9764 (one point nine seven six four) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 768, corresponding L.R. *Dag* No. 1587, recorded in L.R. *Khatian* No. 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas, more fully described in **Part II** of the **1st Schedule** below and the said R.S. *Dag* No. 768 being delineated and demarcated on the **Plan B** annexed hereto and bordered in colour **Red** thereon (**Second Property**), the First Property and the Second Property, more fully described in the **2nd Schedule** below (collectively **Said Property**) together with all title, benefits, easements, 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.

5. Background, Representations, Warranties and Covenants

- 5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Deed of Partition:** By a Deed of Partition in Bengali Language (*Bantan Patra*) dated 19th November, 1964, registered in the Office of the Sub-Registrar, Barackpore, in Book No. I, Volume No. 77, at Pages 36 to 49, being Deed No. 5694 for the year 1964, (1) Nilendu Kumar Baishya, Bimalendu Kumar Baishya alias Bimal Kumar Baishya, Santosh Kumar Baishya, all sons of Late Harinath Baishya and Binod Bala

Author

B.K. Baishya



Internal Register of
James E. Madison
18 OCT 2014

Baishya, wife of Late Harinath Baishya, became the joint and absolute owners of land classified as *sali* (agricultural) measuring 56 (fifty six) decimal, more or less, being entirety of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in R.S. *Khatian* Nos. 76 and 121, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District 24 Parganas (collectively **Bimal & Ors' Property In Dag No. 760**) and (2) Binod Bala Baishya, wife of Late Harinath Baishya, became the sole and absolute owner of land classified as *danga* (highland) measuring 56 (fifty six) decimal, more or less, being entirety of R.S. *Dag* No. 768, corresponding L.R. *Dag* No. 1587, recorded in R.S. *Khatian* No. 39, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District 24 Parganas (**Binod Bala's Property In Dag No. 768**), free from all encumbrances.

- 5.1.2 **Mutation in respect of Bimal & Ors' Property In Dag No. 760:** (1) Nilendu Kumar Baishya, (2) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, (3) Santosh Kumar Baishya and (4) Binod Bala Baishya got their name mutated in the Office of Block Land and Land Reforms, Barrackpore, in respect of Bimal & Ors' Property In *Dag* No. 760 in L.R. *Khatian* Nos. 414, 508, 798 and 2346 respectively, free from all encumbrances. The distribution of share in Bimal & Ors' Property In *Dag* No. 760 are tabulated in the Chart below:

Name of the Owner	R.S <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Area (in Dec)	Remarks
Nilendu Kumar Baishya	760	1588	414	13.44	Bimal & Ors' Property In Dag No. 760
Bimalendu Kumar Baishya <i>alias</i> Bimal Kumar Baishya	760	1588	508	13.44	
Santosh Kumar Baishya	760	1588	798	13.44	
Binod Bala Baishya	760	1588	2346	15.68	
Total				56.00	

- 5.1.3 **Mutation in respect of Binod Bala's Property In Dag No. 768:** Binod Bala Baishya got her name mutated in the Office of Block Land and Land Reforms, Barrackpore, in respect of Binod Bala's Property In *Dag* No. 768 in L.R. *Khatian* No. 2346, free from all encumbrances.
- 5.1.4 **Demise of Binod Bala Baishya:** On 12th January, 2001, Binod Bala Baishya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind her surviving, her 3 (three) sons, namely, (1) Nilendu Kumar Baishya, (2) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and (3) Santosh Kumar Baishya and her only daughter, Gouri Baishya, as her only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of the Late Binod Bala Baishya, in Bimal & Ors' Property In *Dag* No. 760 and Binod Bala's Property In *Dag* No. 768, free from all encumbrances.
- 5.1.5 **Demise of Nilendu Kumar Baishya:** On 20th January, 2005, Nilendu Kumar Baishya, a Hindu bachelor, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 2 (two) brothers, namely, (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and (2) Santosh Kumar Baishya, and his only sister, Gouri Baishya, as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of the Late Nilendu Kumar Baishya in Bimal & Ors' Property In *Dag* No. 760 and Binod Bala's Property In *Dag* No. 768, free from all encumbrances.

Bimal K. Baishya



Millî Eğitim Bakanlığı

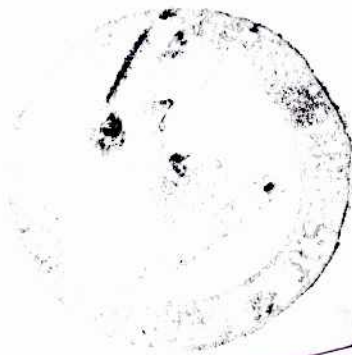
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- 5.1.6 **Ownership of Bimal & Ors.' Property In Dag No. 760:** In the above mentioned circumstances (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, (2) Santosh Kumar Baishya and (3) Gouri Baishya became the joint and absolute owners of Bimal & Ors.' Property In Dag No. 760, free from all encumbrances. Upon the demise of (1) Binod Bala Baishya and (2) Nilendu Kumar Baishya, the distribution of share in Bimal & Ors' Property In Dag No. 760 are tabulated in the Chart below:

Name of the Owners	R.S Dag No.	L.R. Dag No.	L.R. Khatian Nos.	Area (in Dec)	Ownership Details (in Dec)	Remarks
Bimalendu Kumar Baishya <i>alias</i> Bimal Kumar Baishya,	760	1588	508, 2346 and 414	23.147	Recorded - 13.440 Inherited from Binod Bala Baishya - 3.920 Inherited from Nilendu Kumar Baishya - 5.787 Total - 23.147	Bimalendu's Property In 760
Santosh Kumar Baishya	760	1588	798, 2346 and 414	23.147	Recorded - 13.440 Inherited from Binod Bala Baishya - 3.920 Inherited from Nilendu Kumar Baishya - 5.787 Total - 23.147	Santosh's Property In 760
Gouri Baishya	760	1588	2346 and 414	9.707	Inherited from Binod Bala Baishya - 3.920 Inherited from Nilendu Kumar Baishya - 5.787 Total - 9.707	Gouri's Property In 760
Total				56.00		

- 5.1.7 **Ownership of Bimalendu's Property In 760:** In the above mentioned circumstances Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya became the absolute owner of Bimalendu's Property In 760, free from all encumbrances.
- 5.1.8 **First Transfer In 760:** By a Deed of Gift dated 25th May, 2012, registered in the Office of Additional District Sub Registrar, Barrackpore, in Book No. I, CD Volume No. 14, at Pages 4787 to 4801, being Deed No. 5486 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, out of natural love and affection towards his daughter, Banashree Kundu Baishya, gifted land measuring 4.9672 (four point nine six seven two) decimal, more or less, out of Bimalendu's Property In 760 (**First Transfer In 760**), free from all encumbrances.
- 5.1.9 **Second Transfer In 760:** By a Deed of Gift dated 25th May, 2012, registered in the Office of Additional District Sub Registrar, Barrackpore, in Book No. I, CD Volume No. 14, at Pages 4802 to 4816, being Deed No. 5487 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, out of natural love and affection towards his daughter, Banashree Kundu Baishya, gifted land measuring 4.95 (four point nine five) decimal, more or less, out of Bimalendu's Property In 760 (**Second Transfer In 760**), free from all encumbrances.
- 5.1.10 **Third Transfer In 760:** By a Deed of Gift dated 25th September, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD

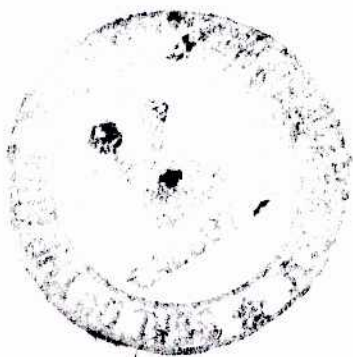


General Register of
Companies, Scotland
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Volume No. 25, at Pages 6522 to 6536, being Deed No. 10196 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, out of natural love and affection towards his sister, Gouri Baishya, *inter alia* gifted land measuring 0.498 (zero point four nine eight) decimal, more or less, out of Bimalendu's Property In 760 (**Third Transfer In 760**), free from all encumbrances.

- 5.1.11 **Fourth Transfer In 760:** By a Deed of Conveyance dated 25th May, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 14, at Pages 4723 to 4740, being Deed No. 05482 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Asit Sarkar and Mridula Sarkar land measuring 4.1323 (four point one three two three) decimal, more or less, out of Bimalendu's Property In 760 (**Fourth Transfer In 760**), free from all encumbrances.
- 5.1.12 **Fifth Transfer In 760:** By a Deed of Conveyance dated 25th May, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 14, at Pages 4754 to 4771, being Deed No. 05484 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Sanjay Prasad land measuring 3.3 (three point three) decimal, more or less, out of Bimalendu's Property In 760 (**Fifth Transfer In 760**), free from all encumbrances.
- 5.1.13 **Sixth Transfer In 760:** By a Deed of Conveyance dated 25th September, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 25, at Pages 6454 to 6468, being Deed No. 10192 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Manotosh Baishya *inter alia* land measuring 3.042 (three point three four two) decimal, more or less, out of Bimalendu's Property In 760 (**Sixth Transfer In 760**), free from all encumbrances.
- 5.1.14 **Absolute Ownership of First Property:** In the above mentioned circumstances Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya's ownership remains in Bimalendu's Property In 760 is land measuring 2.257 (two point two five seven) decimal, more or less, vis-à-vis the First Property and other than the First Property Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya does not have any further right, title or interest in R.S. Dag No. 760.
- 5.1.15 **Ownership of Binod Bala's Property In Dag No. 768:** By virtue of Hindu law of inheritance (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, (2) Santosh Kumar Baishya and (3) Gouri Baishya became the joint and absolute owners of Binod Bala's Property In Dag No. 768, free from all encumbrances. The distribution of share in Binod Bala's Property In Dag No. 768 are tabulated in the chary below:

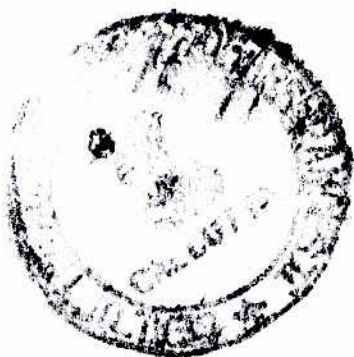


Regional Registrar
Kathmandu, Nepal
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Name of the Owners	R.S Dag No.	L.R. Dag No.	L.R. Khatian Nos.	Area (in Dec)	Ownership Details (in Dec)	Remarks
Bimalendu Kumar Baishya <i>alias</i> Bimal Kumar Baishya,	768	1587	2346	18.667	Inherited from Binod Bala Baishya - 14.000 Inherited from Nilendu Kumar Baishya - 4.667 Total - 18.667	Bimalendu's Property In 768
Santosh Kumar Baishya	768	1587		18.667	Inherited from Binod Bala Baishya - 14.000 Inherited from Nilendu Kumar Baishya - 4.667 Total - 18.667	Santosh's Property In 768
Gouri Baishya	768	1587		18.667	Inherited from Binod Bala Baishya - 14.000 Inherited from Nilendu Kumar Baishya - 4.667 Total - 18.667	Gouri's Property In 768
Total				56.00		

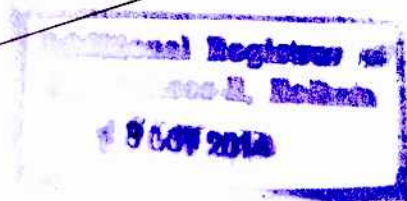
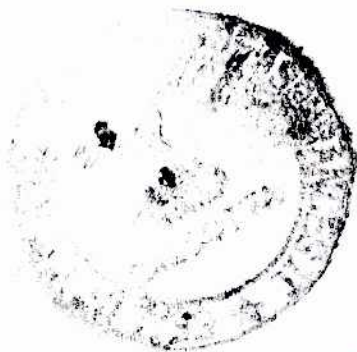
- 5.1.16 **Ownership of Bimalendu's Property In 768:** In the above mentioned circumstances Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya became the absolute owner of Bimalendu's Property In 768, free from all encumbrances.
- 5.1.17 **First Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 7, at Pages 16 to 30, being Deed No. 02484 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Ganeswar Patwa *inter alia* land measuring 1.1 (one point one) decimal, more or less, out of Bimalendu's Property In 768 (**First Transfer In 768**), free from all encumbrances.
- 5.1.18 **Second Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 6, at Pages 7013 to 7030, being Deed No. 02482 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Amitava Bhowmik and Sulekha Bhowmik *inter alia* land measuring 1.1 (one point one) decimal, more or less, out of Bimalendu's Property In 768 (**Second Transfer In 768**), free from all encumbrances.
- 5.1.19 **Third Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 6, at Pages 6918 to 6935, being Deed No. 02477 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Mrinal Sharma and Tanushree Sharma *inter alia* land measuring 2.141 (two point one four one) decimal, more or less, out of Bimalendu's Property In 768 (**Third Transfer In 768**), free from all encumbrances.
- 5.1.20 **Fourth Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book



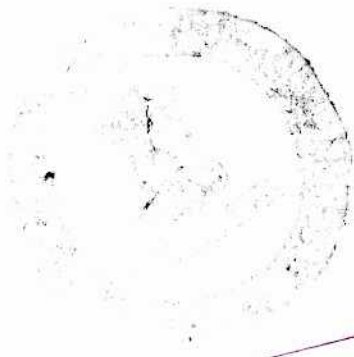
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Box 12, Boston
18 OCT 2014

No. I, CD Volume No. 6, at Pages 6903 to 6917, being Deed No. 02476 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Amit Ghosh *inter alia* land measuring 1.1 (one point one) decimal, more or less, out of Bimalendu's Property In 768 (**Fourth Transfer In 768**), free from all encumbrances.

- 5.1.21 **Fifth Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 7, at Pages 1 to 15, being Deed No. 02483 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Manjuri Pal *inter alia* land measuring 1.3559 (one point three five five nine) decimal, more or less, out of Bimalendu's Property In 768 (**Fifth Transfer In 768**), free from all encumbrances.
- 5.1.22 **Sixth Transfer In 768:** By a Deed of Conveyance dated 25th May, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 14, at Pages 4708 to 4722, being Deed No. 05481 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Kishore Barman *inter alia* land measuring 1.7340 (one point seven three four zero) decimal, more or less, out of Bimalendu's Property In 768 (**Sixth Transfer In 768**), free from all encumbrances.
- 5.1.23 **Seventh Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 6, at Pages 6998 to 7012, being Deed No. 02481 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Milton Baishya *inter alia* land measuring 1.1 (one point one) decimal, more or less, out of Bimalendu's Property In 768 (**Seventh Transfer In 768**), free from all encumbrances.
- 5.1.24 **Eighth Transfer In 768:** By a Deed of Conveyance dated 25th September, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 26, at Pages 626 to 640, being Deed No. 10254 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Sushama Baishya *inter alia* land measuring 3.025 (three point zero two five) decimal, more or less, out of Bimalendu's Property In 768 (**Eight Transfer In 768**), free from all encumbrances.
- 5.1.25 **Ninth Transfer In 768:** By a Deed of Conveyance dated 7th March, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 6, at Pages 6968 to 6982, being Deed No. 02479 for the year 2012, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, sold, conveyed and transferred to Sushama Baishya *inter alia* land measuring 2.75 (two point seven five) decimal, more or less, out of Bimalendu's Property In 768 (**Ninth Transfer In 768**), free from all encumbrances.
- 5.1.26 **Absolute Ownership of Second Property:** In the above mentioned circumstances Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya's ownership remains in Bimalendu's Property In 768 is land measuring 3.261 (three point two six one) decimal, more or less, vis-à-vis the Second Property and other than the Second Property Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya does not have any further right, title or interest in R.S. Dag No. 768.



- 5.1.27 **Absolute Ownership of Said Property:** In the circumstances mentioned above, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, the Vendor herein, has become the undisputed and absolute owner of the First Property and the Second Property collectively comprised in the Said Property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the *Panchayet* Authority or Government or any Statutory Body.
- 5.2.2 **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 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **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.
- 5.2.4 **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.
- 5.2.5 **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.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **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.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **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.



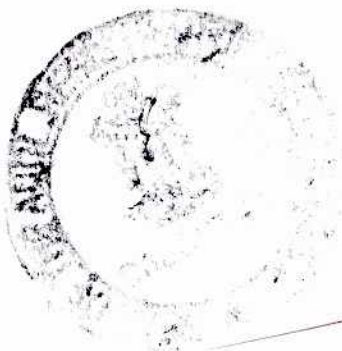
Additional Register of
18 OCT 2014

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will 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 will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender/Transfer of Rights:** Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **2nd Schedule** below, being, (1) the First Property i.e. land classified as *sali* (agricultural) measuring 2.257 (two point two five seven) decimal [equivalent to 1.3679 (one point three six seven nine) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 508, and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas, more fully described in **Part I** of the **1st Schedule** below and the said R.S. *Dag* No. 760 being delineated and demarcated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**First Property**) And (2) the Second Property i.e. land classified as *danga* (highland) measuring 3.261 (three point two six one) decimal [equivalent to 1.9764 (one point nine seven six four) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 768, corresponding L.R. *Dag* No. 1587, recorded in L.R. *Khatian* No. 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas, more fully described in **Part II** of the **1st Schedule** below and the said R.S. *Dag* No. 768 being delineated and demarcated on the **Plan B** annexed hereto and bordered in colour **Red** thereon, **together with** all title, benefits, easements, 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, free from all encumbrances.

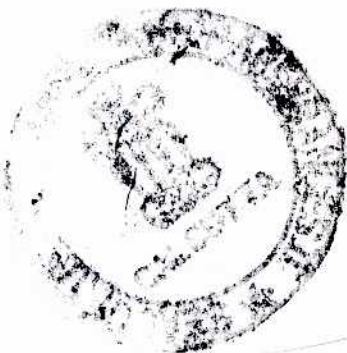


Additional Registrar in
[illegible]
8 Oct 2014

- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.8,00,000/- (Rupees eight lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Vendor's Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

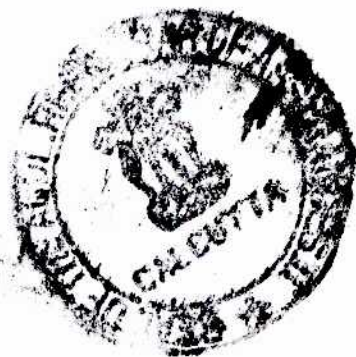
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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.
- 8.1.4 **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.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **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, indemnifies 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 Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 8.2.2 **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.
- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing 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.



Additional Registrar
Mysore-II, Mysore
18/07/2019

- 8.5 **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 anything 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 waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnifies 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 encumbrance on the Said Property.
- 8.7 **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 is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex 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 agricultural 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 co-operate 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 from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.





Additional Registrar
Government of India, Calcutta
18 OCT 2014

- 8.9 **Further Acts:** The Vendor hereby covenants 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, does 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.

1st Schedule
Part I
(First Property)

Land classified as *sali* (agricultural) measuring 2.257 (two point two five seven) decimal [equivalent to 1.3679 (one point three six seven nine) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 508, and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas and the said R.S. *Dag* No. 760 being delineated and demarcated on the **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S. *Dag* No. 761
- On the East** : By R.S. *Dag* Nos. 767/1687, 768 and 771
- On the South** : By R.S. *Dag* Nos. 756, 757 and 759
- On the West** : By R.S. *Dag* No. 700

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

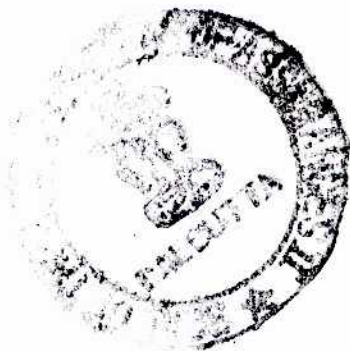
Part II
(Second Property)

Land classified as *danga* (highland) measuring 3.261 (three point two six one) decimal [equivalent to 1.9764 (one point nine seven six four) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 768, corresponding L.R. *Dag* No. 1587, recorded in L.R. *Khatian* No. 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas and the said R.S. *Dag* No. 768 being delineated and demarcated on the **Plan B** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S. *Dag* Nos. 761 and 767
- On the East** : By R.S. *Dag* Nos. 766, 769 and 700
- On the South** : By R.S. *Dag* Nos. 700 and 771
- On the West** : By R.S. *Dag* No. 760

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

[Signature] *B.K. Boley*



International Registrar
Indonesian II, Medan
18 OCT 2014

2nd Schedule
(Said Property)
[Subject matter of Conveyance]

Land classified as *sali* (agricultural) measuring 2.257 (two point two five seven) decimal [equivalent to 1.3679 (one point three six seven nine) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 508, and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas and described in **Part I** of the **1st Schedule** above

Land classified as *danga* (highland) measuring 3.261 (three point two six one) decimal [equivalent to 1.9764 (one point nine seven six four) *cottah*], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 768, corresponding L.R. *Dag* No. 1587, recorded in L.R. *Khatian* No. 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Sodepore (previously Barrackpore), District North 24 Parganas and described in **Part II** of the **1st Schedule** above

Together with all title, benefits, easements, 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.

The Said Property is tabulated in the chart below:

Mouza	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in dec.)	Total Area sold (in dec.)	Name of Owner
Patulia	760	1588	414, 508, and 2346	56	2.257	Bimalendu Kumar Baishya alias Bimal Kumar Baishya
Patulia	768	1587	2346	56	3.261	Bimalendu Kumar Baishya alias Bimal Kumar Baishya
Total					5.518	

Bha
B.K. Baishya



Additional Registrar of
Sudder Court-II, Kolkata
18 OCT 2014

9. Execution and Delivery

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

Bimal K. Baishya
(Bimalendu Kumar Baishya alias Bimal
Kumar Baishya)
(Vendor)

ADHANSILK COMPLEX PRIVATE LIMITED

Anilban Bhattacharya.
Director / Authorised Signatory

(Purchaser)

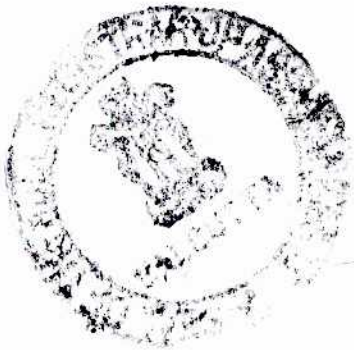
Drafted by:

Jayash Chaudhuri

Advocate
High Court Calcutta

Witnesses:

Signature: <u>Manabendra Baishya</u>	Signature: <u>Shunadip Chakraborty</u>
Father's Name: <u>S/o Late Sureash Ch. Baishya</u>	Name: <u>Shunadip Chakraborty</u>
Father's Name: <u>_____</u>	Father's Name: <u>S.N. Chakraborty</u>
Address: <u>Partalia</u>	Address: <u>7C, K.S. Roy Road,</u>
<u>P.S. Khosla Cal. 517</u>	<u>Kol-01</u>



8

Madras
18 Oct 1954

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.8,00,000/- (Rupees eight lac)** towards full and final payment of the Total Consideration for sale of the Said Property described in the **2nd Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No. 398949	17.10.2014	AXIS Bank, Kolkata Branch	8,00,000/-
		Total	8,00,000/-

Bimalendu Kumar Baishya

(Bimalendu Kumar Baishya alias Bimal
Kumar Baishya)
(Vendor)

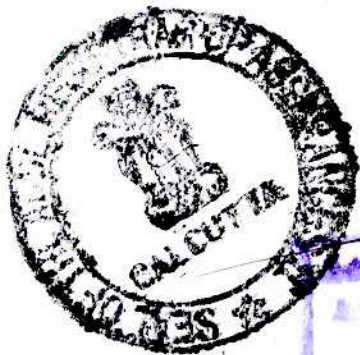
Witnesses:

Signature *Baishya*

Name: *Manabesh Baishya*

Signature *Shuvodip Chakraborty*

Name: *Shuvodip Chakraborty*

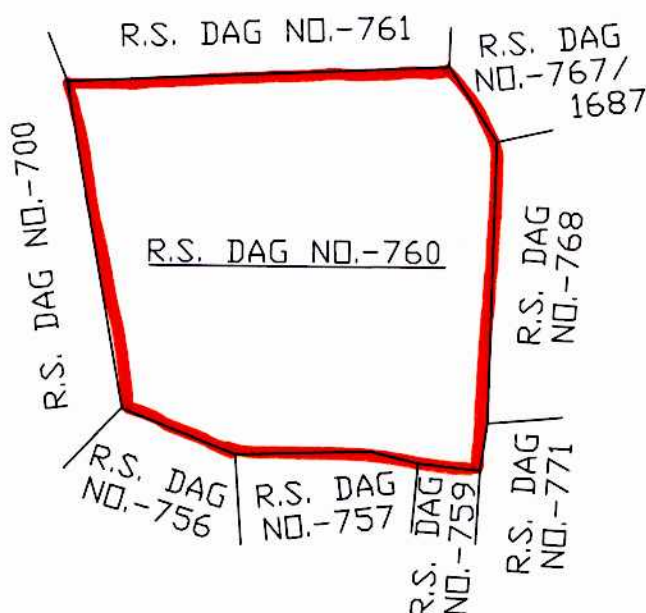


Additional Registrar of
Sri Chandra K. Mohan
18 OCT 2014

SITE PLAN OF R.S. DAG NO.- 760 CORRESPONDING L.R. DAG NO.-1588,
L.R. KHATIAN NO.- 414, 508 & 2346, MOUZA- PATULIA, J.L. NO.- 4,
P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH
24 PARGANAS



Total Area in Dag No.760 is 56 Decimal



Bimal K. Baidya

DHANSILK COMPLEX PRIVATE LIMITED

Anirban Bhattacharya
 Director / Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S.:

LEGEND : 2.2570 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 56
DECIMAL OF R.S. DAG NO.- 760 CORRESPONDING L.R. DAG NO.- 1588.

SHOWN THUS:

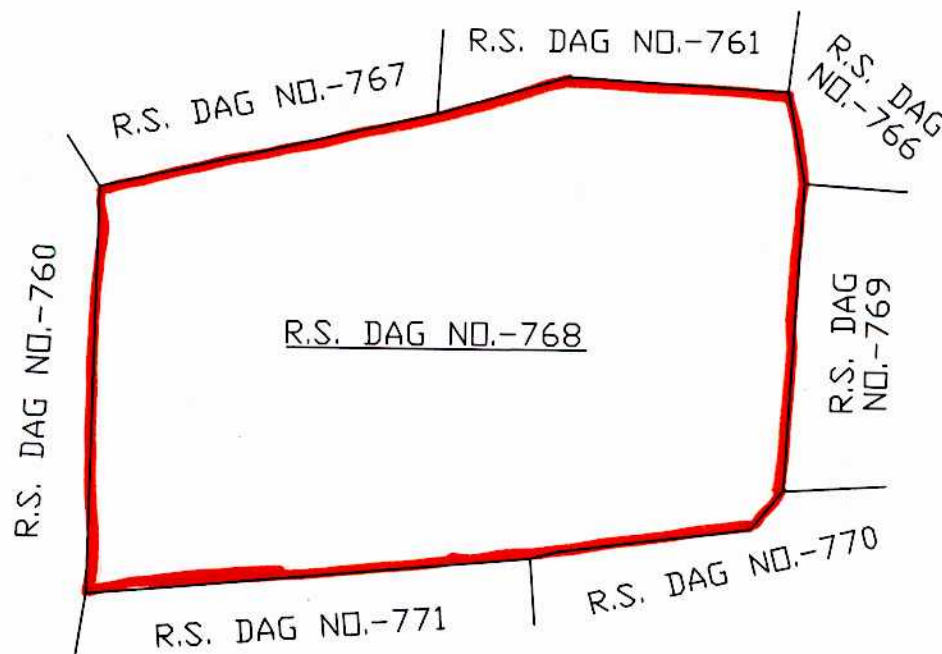




SITE PLAN OF R.S. DAG NO.- 768 CORRESPONDING L.R. DAG NO.- 1587,
L.R. KHATIAN NO.- 2346, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS



Total Area in Dag No.768 is 56 Decimal



SHANSILK COMPLEX PRIVATE LIMITED

Anil Kumar Bhattacharya
Director / Authorised Signatory

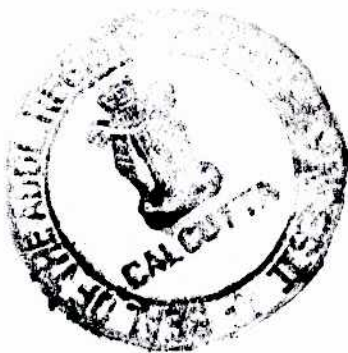
Bimal K. Boudiga

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : ^{3.261}~~3.2506~~ DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 56
DECIMAL OF R.S. DAG NO.- 768, L.R. DAG NO.- 1587.

SHOWN THUS :



SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Ambar Bhattacharya.

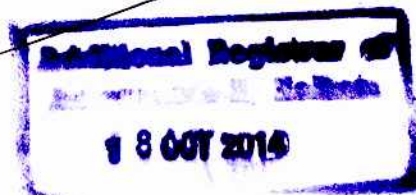
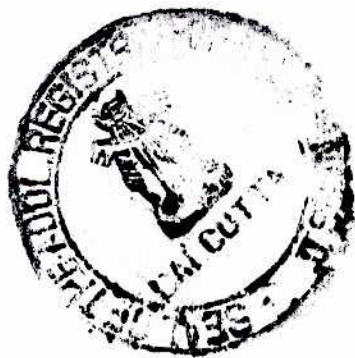
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Bimal k. Bera

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 65
Page from 4172 to 4193
being No 13339 for the year 2014.



(Dulal chandra Saha) 03-November-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

Dated this 18th day of October, 2014

Between

Bimalendu Kumar Baishya *alias* **Bimal Kumar Baishya**
...Vendor

And

Dhansilk Complex Private Limited
...Purchaser

CONVEYANCE

Portion of R.S. *Dag* Nos. 760 and 768
L.R. *Dag* Nos. 1588 and 1587
Mouza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001