

67723 Bojrany is Agaml -For Panorama Marketing Ltd. Bejray a Agand. Sum is Blun side Johnger Mondal Siraj ziolohi Mondal November PM P.S. SONSWIPM COM= 103 OF ASSURANCES I, KOLKATA 1 6 AUG 2012

#### And

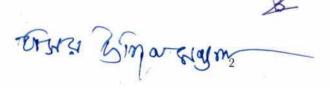
3.2 Panorama Marketing Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1, Sarojini Naidu Sarani, Subham Unit No. 104, Police Station Park Street, Kolkata-700017 [PAN AABCP1466H], represented by its authorized signators: Bajrang Lal Agarwal, son of Late Dulichand Agarwal, 2, Rowland Road, Police Station Karaya, Kolkata-700020 (Purchaser, includes successors-in-interest).

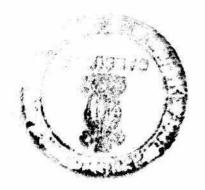
Bajragu Gont

Vendor and Purchaser collectively Parties and individually Party.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 12.741 (twelve point seven four one) decimal [equivalent to 7.7218 (seven point seven two one eight) cottah], more or less, out of 50 (fifty) decimal, being a portion of R.S./L.R. Dag No. 41, recorded in L.R. Khatian No. 344, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in the Schedule below and the said R.S./L.R. Dag No. 41 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (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 Ownership of Mother Property: Golam Bari Sheikh was the recorded owner of land classified as sali (agricultural) measuring 50 (fifty) decimal, being the entirety of R.S./L.R. Dag No. 41, recorded in L.R. Khatian No. 344, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Mother Property).
- 5.1.2 **Deed of Sale to Torphan Ali Mondal:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 11th May, 1960, registered in the Office of the Sub-Registrar, Baruipur, in Book No. I, being Deed No. 4382 for the year 1960, Golam Bari Sheikh sold, conveyed and transferred entirety of the Mother Property to Torphan Ali Mondal, free from all encumbrances and for the consideration mentioned therein.
- 5.1.3 Deed of Sale to Bahar Ali Mallick: By a Deed of Conveyance in Bengali Language (Kobala) dated 24th January, 1968, registered in the Office of the Sub-Registrar, Baruipur, in Book No. I, Volume No. 6, at Pages 296 to 298, being Deed No. 547 for the year 1968, Torphan Ali Mondal sold, conveyed and transferred the entirety of the Mother Property to Bahar Ali Mallick, free from all encumbrances and for the consideration mentioned therein.





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5.1.4 **Deed of Sale to Vendor & Anr.:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 11th December, 1970, registered in the Office of the Sub-Registrar, Baruipur, in Book No. I, Volume No. 62, at Pages 101 to 102, being Deed No. 5635 for the year 1970, Bahar Ali Mallick sold, conveyed and transferred the entirety of the Mother Property to Sirajuddin Mondal and Basiruddin Mondal (Vendor hereinabove), free from all encumbrances and for the consideration mentioned therein. Thus, Sirajuddin Mondal and Basiruddin Mondal (Vendor hereinabove) became the joint undivided owners of the Mother Property, each having following shares in the Mother Property:

Dag No.	Name of Owner	Share in Mother Property (in decimal)	Definition
41	Sirajuddin Mondal	25	Sirajuddin's Property
41	Basiruddin Mondal (Vendor hereinabove)	25	Basiruddin's Property

- 5.1.5 **Deed of Gift to Vendor:** By a Deed of Gift in Bengali Language (*Daanpatra*) dated 14th October, 1999, registered in the Office of the Additional District Sub-Registrar, Baruipur, in Book No. I, Volume No. 19, at Pages 347 to 350, being Deed No. 4863 for the year 1999, Sirajuddin Mondal, out of natural love and affection gifted 13.1793 (thirteen point one seven nine three) decimal [equivalent to 8 (eight) *cottah*], more or less, out of Sirajuddin's Property to his brother, Basiruddin Mondal, the Vendor hereinabove, free from all encumbrances. Thus, after such gift, Basiruddin Mondal became the owner of Basiruddin's Property and the part of Sirajuddin's Property being the Said Property.
- 5.1.6 Absolute Ownership of Vendor: In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of 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 party 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, wakf, 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.

#### 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 of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.

#### 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 Schedule below, being, land classified as sali (agricultural) measuring 12.741 (twelve point seven four one) decimal [equivalent to 7.7218 (seven point seven two one eight) cottah], more or less, out of 50 (fifty) decimal, being a portion of R.S./L.R. Dag No. 41, recorded in L.R. Khatian No. 344, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction

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of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No. 41 being delineated and demarcated on the **Plan** 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.

- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.16,66,666/- (Rupees sixteen lac sixty six thousand six hundred and sixty six) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the 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, wakf, 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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 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 by the Vendor to the Purchaser.
- 8.4 **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





ADDITIONAL REGISTRAR
OF ASSURATA
1 6 AUG 2012

regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and its successors-in-interest and 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 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.
- 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, 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 encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) 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 for causing mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **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, 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.

# Schedule (Said Property)

Land classified as *sali* (agricultural) measuring 12.741 (twelve point seven four one) decimal [equivalent to 7.7218 (seven point seven two one eight) *cottah*], more or less, out of 50 (fifty) decimal, being a portion of R.S./L.R. *Dag* No. 41, recorded in L.R. *Khatian* No. 344, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said *Dag* No. 41 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North: By R.S./L.R. Dag Nos. 33 and 34

On the East: By R.S./L.R. Dag No. 44

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On the South

By R.S./L.R. *Dag* No. **4**2

On the West

By R.S./L.R. Dag Nos. 38 and 40

**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 details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	41	344	50	12.741	Golam Bari Sheikh
			Total	12.741	/

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# 9. Execution and Delivery

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

[Vendor]

[Basiruddin Mondal]

Bajrang u Agaml.

[Panorama Marketing Limited]
[Authorized Signatory]
[Purchaser]

Raptarshi.

Witnesses:

Acipore, Court.

Signature: John Mondol

Name: Jordon mondal

Father's Name: Nanenday Pr

Address: 08.24(D) ps Scr

P.S. SONSWI PLM

Signature Soys /

Name: Jayanta Mondal alias Bapi Mondal

Father's Name: Krishna Pada Mondal

Address: Village Baruli, Post Office Dakshin

Gobindapur, Police Station Sonarpur

Kolkata-700144

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OF ASSET ASSETS, NOLKATA 1 6 AUG 2012

# Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.16,66,666/(Rupees sixteen lac sixty six thousand six hundred and sixty six) towards full and final payment of the Total Consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No.	75	<i>B</i>	8,00,000/-
By Pay Order vide No.	30		8,66,666/-
		Total	16,66,666/-

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[Basiruddin Mondal] [Vendor]

Witnesses:

Signature Taker

Name: Taky Mondo

Signature 6

Name: Jayanta Mondal alias Bapi Mondal





# SPECIMEN FORM TEN FINGER PRINTS

SI No.	Signature of the executants and/or purchaser Presentants		- Programme - Prog		8	-
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	×	Little	Ring	Middle (Left	Fore Hand)	Thumb
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	1	Thumb	Fore	Middle (Right	Ring Hand)	Little



# SITE PLAN

SHOWING THE POSITION AT MOUZA - HARIHARPUR, J.L. NO. 11, UNDER HARIHARPUR GRAMPANCHAYAT, P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS

R.S. & L.R.DAG NO.	AREA OF LAND	PURCHASE AREA
41	50 DECIMALS	50 DECIMALS





Bajray in Agand.

Director

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# Government Of West Bengal Office Of the A.R.A. - I KOLKATA

District:-Kolkata

# Endorsement For Deed Number : I - 10121 of 2012 (Serial No. 07286 of 2012)

#### On 16/08/2012

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

Presented for registration at 17.30 hrs on :16/08/2012, at the Private residence by Bajrang Lai Agarwal ,Claimant.

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

Execution is admitted on 16/08/2012 by

- Basiruddin Mondal, son of Lt. Torphan Ali Mondal, Ukhila Laskarpara Road, Kolkata, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Muslim, By Profession: Others
- Bajrang Lal Agarwal
   Director, Panorama Marketing Ltd., 1, Kolkata, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700017.
   , By Profession: Others

Identified By Jahangir Mondal, son of Siraj Uddin Mondal, Narendrapur, Kolkata, Thana:-Sonarpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste: Muslim, By Profession: Others.

( Ashim Kumar Ghosh )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 25/08/2012

#### Payment of Fees:

Amount By Cash

Rs. 18424.00/-, on 25/08/2012

(Under Article: A(1) = 18326/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 25/08/2012)

#### Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-16,66,667/-

Certified that the required stamp duty of this document is Rs.- 83353 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 83353/- is paid0367/received on 25/08/2012

ate Bank of India, DALHOUSIE SQUARE,

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

( Ashim Kumar Ghosh )
REGISTRAR OF ASSURANCE TOF KOLKATA

EndorsementPage 1 of 2

31/10/2012 16:03:00





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

Endorsement For Deed Number : I - 10121 of 2012 (Serial No. 07286 of 2012)

( Ashim Kumar Ghosh )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

# On 31/10/2012

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

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

### Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 31/10/2012

( Ashim Kumar Ghosh )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 2

Dated this 16th day of August, 2012

# Between

# Basiruddin Mondal ... Vendor

#### And

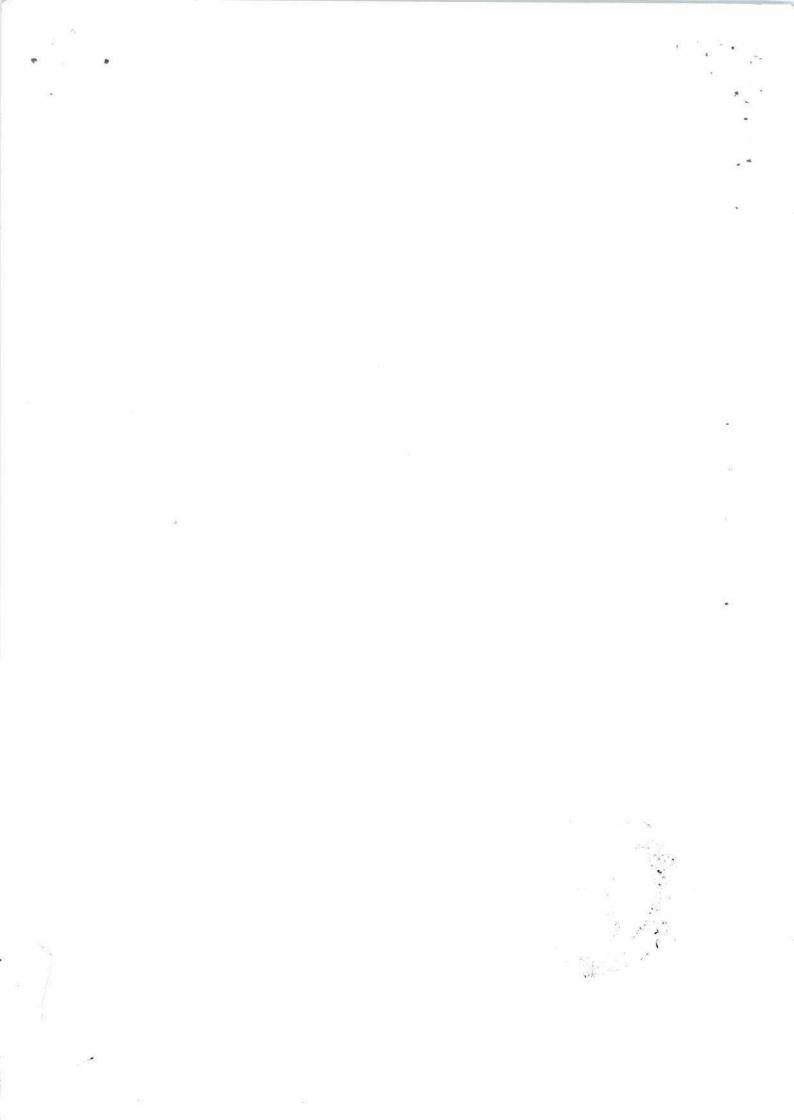
Panorama Marketing Limited ... Purchaser

# CONVEYANCE

Portion of R.S./L.R. Dag No. 41 Mouza Hariharpur Police Station Baruipur District South 24 Parganas

# Saha & Ray

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



ATAMARA III. EDOMENIA III. MARANI III. MAR

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 21 Page from 3022 to 3036 being No 10121 for the year 2012.



(Ashim Kumar Ghosh) 05-November-2012 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal