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3.1 Kamrup Real Estates Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Kanak Building (Annexe), 41, Chowringhee Road, Police Station Shakespeare Sarani, Kolkata-700071, represented by its director Ujjal Kumar Das, son of Sri Santosh Kumar Das, residing at 17/1, Old Ballygunge 2nd Lane, Police Station Karaya, Kolkata-700019, (Vendor, includes successors-in-interest) (PAN AACCK 3012B)

And

3.2 Jain Group Projects Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at No. 1, Ganesh Chandra Avenue, Kolkata 710013, Police Station: Shakespeare Sarani, (Purchaser, includes successors-in-interest).

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: ALL THAT Piece and Parcel of Land measuring 8.72 (eight point seven two) decimal, more or less comprised in R.S Dag No. 2570 corresponding L.R. Dag No. 2472 recorded in Khatian Nos. 263 and 313, Mouza Bamunara, J.L. No.58, Police Station Kanksa, Sub Registration District Durgapur, District Burdwan delineated on the Plan annexed hereto and bordered in color Red thereon together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances, described in the Schedule below (collectively Said Property)
- 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 Sri Aloke Acharjee, Sri Pulak Acharjee, Sri Ashoke Chatterjee, Sri Samiran Chatterjee, Sri Sukdev Chatterjee: Sri Aloke Acharjee, Sri Pulak Acharjee, Sri Ashoke Chatterjee, Sri Samiran Chatterjee, Sri Sukdev Chatterjee were the joint owners of the ALL THAT Piece and Parcel of Land measuring 8.72 (eight point seven two) decimal, more or less comprised in R.S Dag No. 2570 corresponding L.R. Dag No. 2472 recorded in Khatian Nos. 263 and 313, Mouza Bamunara,



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- J.L. No.58, Police Station Kanksa, Sub Registration District Durgapur, District Burdwan delineated on the **Plan** annexed hereto and bordered in color **Red** thereon **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances, described in the **Schedule** below (collectively **Said Property**)
- 5.1.2 Sale to Vendor: By a Deed of Conveyance dated 28th day July 2010, registered in the office of the Additional District Sub Registrar Durgapur, Burdwan in recorded in Book No. I, CD Volume 14, Pages 702 to 716, being Deed No. 5733 for the year 2010, Sri Aloke Acharjee, Sri Pulak Acharjee, Sri Ashoke Chatterjee, Sri Samiran Chatterjee, Sri Sukdev Chatterjee sold, transferred, conveyed and assigned the Said Property to Vendor, thus the Vendor. Became the sole and absolute owner of the Said Property, described in the Schedule below.
- 5.1.3 **Absolute Ownership of Said Property:** In the aforesaid circumstances, the Vendor has become the true and absolute owner of the Said Property described in the Schedule below.
- 5.2 **Representations, Warranties and Covenants by Vendor:** The Vendor represents, warrants and covenants 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 Municipal 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.
- 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.

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- 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, debutters, 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.

Basic Understanding

6.1 Sale of Said Property: 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 thereof and the Purchaser will purchase the same based and relying on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses above (collectively Representations).



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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 described in the Schedule below, being, an ALL THAT Piece and Parcel of Land measuring 8.72 (eight point seven two) decimal, more or less comprised in R.S Dag No. 2570 corresponding L.R. Dag No. 2472 recorded in Khatian Nos. 263 and 313, Mouza Bamunara, J.L. No.58, Police Station Kanksa, Sub Registration District Durgapur, District Burdwan delineated on the Plan annexed hereto and bordered in color Red thereon together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances, described in the Schedule below together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances, described in the Schedule below.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs Rs.11,77,200/- (Rupees Eleven Lac Seventy Seven thousand and two hundred only) (**Total Consideration**) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and 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, debutters, 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.



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- 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:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 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 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 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, 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 by reason of any encumbrance on the Said Property.



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- 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 co-operate with the Purchaser in all respect to cause 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 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.9 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under it, 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, 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) [Subject Matter of Sale]

ALL THAT Piece and Parcel of Land measuring 8.72 (eight point seven two) decimal, more or less comprised in R.S Dag No. 2570 corresponding L.R. Dag No. 2472 recorded in Khatian Nos. 263 and 313, Mouza Bamunara, J.L. No.58, Police Station Kanksa, Sub Registration District Durgapur, District Burdwan delineated on the Plan annexed hereto and bordered in color Red thereon together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances and butted and bounded by as follows:

North: R.S. Plot No. 1405[Pond]

West : R.S. Plot No.2561

South : R.S. Plot No. 2571

East : R.S. Plot No. 2571



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9.	Execution and Delivery:
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9.1 **In witness whereof** the Vendor, has executed and delivered this instrument of Conveyance on the date given above.

REAL ES	TATES PVT. LTD		/
082	Director	. :	(
	REAL ES	magas	PREAL ESTATES PVT. LTD. Director

Witnesses:

Signature Ami Januarts	Signature M.S. Keyertun
Name AMIT KUMAR PAL	Name Mani Soulan Kong why
Father's Name PAN KUMAR PAL	Father's Name
Address 1 m., hanesh ch. Arewel	Address u. M. S. Kuy Macal
Kolkatet 700013.	mællauta



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Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs Rs.11,77,200/- (Rupees Eleven Lac Seventy Seven thousand and two hundred only) 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.)
Cash	18/06.2012		Rs. 11,77,200/-
		Total	

FOR KAMRUP REAL ESTATES PVT. LTD.

Vendor

Witness:

1. Amitku-fal
2. Man Januar Rycostum



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" 9 JUN 2012

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

Endorsement For Deed Number : I - 02351 of 2012

(Serial No. 06560 of 2012)

(Ashim Kumar Ghosh) ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrator Assurance (III)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Endorsement e 2 of 2

Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.R.A. - III KOLKATA, District- Kolkata

Signature / LTI Sheet of Serial No. 06560 / 2012, Deed No. (Book - I , 02351/2012)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ujjal Kumar Das 17/1, Old Ballygunge 2nd Lane, P. S Karaya, Kolkata, P.O. :- ,District:, WEST BENGAL, India, Pin :-700019		LTI	Amospo 19/6/2012
	19/06/2012	19/06/2012	

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1 *	Ujjal Kumar Das Address -17/1, Old Ballygunge 2nd Lane, P. S Karaya, Kolkata, P.O. :- ,District:, WEST BENGAL, India, Pin :-700019	Self		LTI	- Arings
			19/06/2012	19/06/2012	

Name of Identifier of above Person(s)

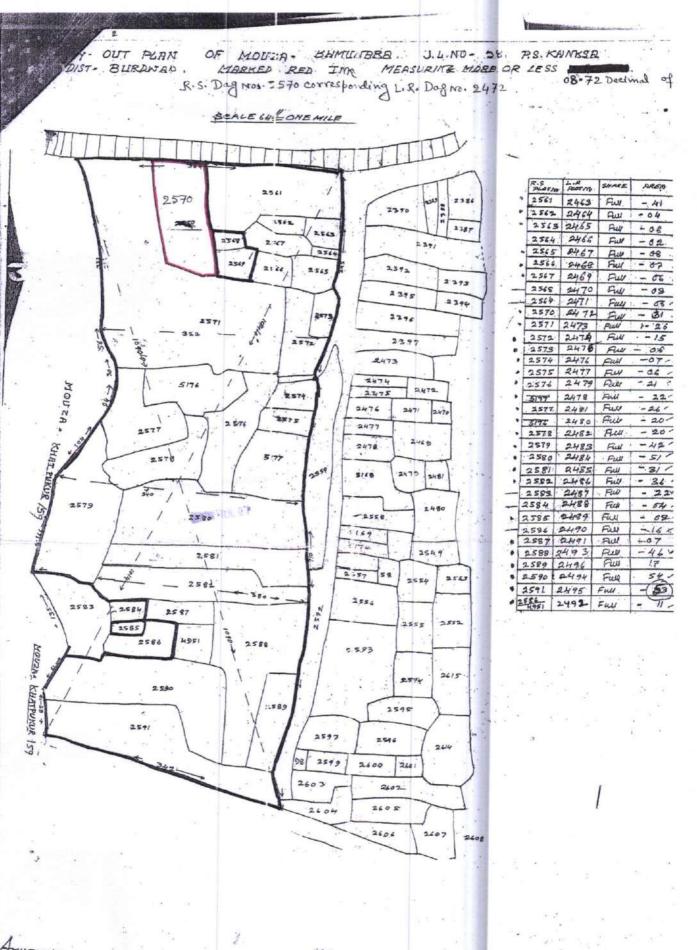
Amit Kr. Pal 1, Ganesh Ch. Avenue, Kolkata, P.O. :- ,District:-., WEST BENGAL, India, Pin :-700013 Signature of Identifier with Date

Amiter-fol 19.06.2012.

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(Ashim Kumar Ghosh)
ADDITIONAL REGISTRATE OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 2107 to 2123 being No 02351 for the year 2012.



(Ashim Kumar Ghosh) 20 June-2012 ADDITIONAL REGISTRAR OF ASSURANCE-III 20-6-12 Office of the A.R.A. - III KOLKATA

West Bengal

Page No. SPECIMEN FORM TEN FINGERPRINTS

No.	Signature of the executants and/or purchaser Presentants		SPECIMEN FOR	RM TEN FINGERP	RINTS	
		Little	Ring	Middle	Fore	Thumb
				(Let	it Hand)	
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