0 2079 1 = 61868 एक सौ रुपरे Rs. 100 रु: 100 HUNDRED RUPEES भारत INDIA INDIA NON JUDICIAL

केर्यंतका पश्चिम बंगाल WEST BENGAL

H 126479

Certify that the document as admitted to regardration. The signature sheets are with this documents are the part of this document.

Add District Sub-Registrat Bighan Negar 15ah Lake City

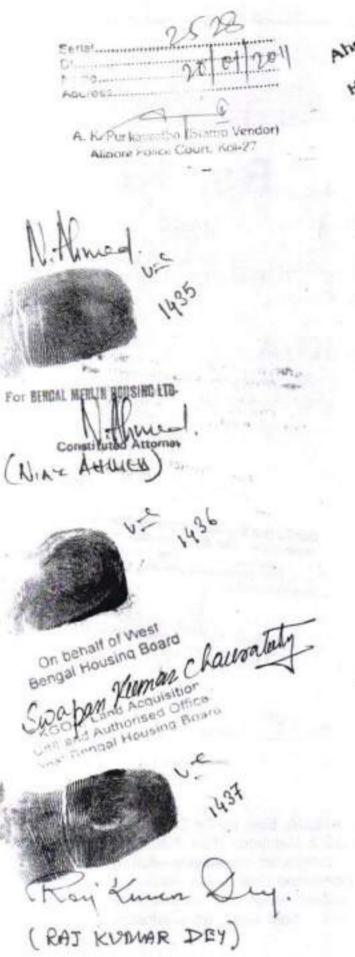
THIS DEED OF CONVEYANCE is made on this 17th day of feb bu ary Two Thousand and Eleven.

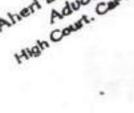
#### BETWEEN

(1) SRI GOPAL AHUJA and (2) SRI GUL AHUJA, both s/o Sri Satramdas Ahuja both residing at Flat No. 4C & 3J, 3 Middleton Row, P.S. Park Street, Kolkata - 700 071, respectivel, hereinafter collectively referred to as the VENDORS, which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include their respective heirs, legal representatives, executors, administrators 12/2/11 and/or assigns.

AND

1(2) 250 -1(2) 250 -







Addl District Sub-Registres

17 FEB 2011

MAKESWORTH PROJECTS & DEVELOPERS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at 10A. Hospital Street, Kolkata 700 072, represented by its Authorised Signatory Sri Raj Kumar Dey s/o Sri Dilip Kumar Dey hereinafter called the 'ASSIGNOR' (which expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include its successors-in-office, legal representatives, administrators and assigns).

#### AND

WEST BENGAL HOUSING BOARD, a statutory authority formed under the West Bengal Housing Board Act, 1972 and having its registered office at 105, S. N. Banerjee Road, Kolkata 700 014, hereinafter referred to and called the BOARD which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-interest and assigns.

#### AND

BENGAL MERLIN HOUSING LTD. a limited liability company having its registered office at 79 Shambhunath Pandit Street, Kolkata 700 020, hereinafter called and referred to as the COMPANY, which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-interest and assigns.

#### WHEREAS:

The history of ownership and title chain is set out in "SCHEDULE - A".

The Vendors are the owners of the various piece and parcels of land more fully and particularly described in "SCHEDULE - B."

The Company, BENGAL MERLIN HOUSING LTD., is an Assisted Sector Company and was incorporated to carry out the various residential developments.

The Company, for the purpose of doing housing development has been looking out for suitable land parcels and accordingly, the COMPANY has identified few parcels of land morefully and particularly described in the SCHEDULE – B.

It has been agreed between the BOARD and COMPANY that the plots of land will caused to be transferred in the name of the BOARD and all the considerations payable for procurement of such land will be paid by the COMPANY to the VENDORS against the transfer of the land by the VENDORS directly to the BOARD and in consideration of the same, the BOARD will grant the development right of the said land in favour of the COMPANY, for development of a Housing Complex.

Starts



V.C. 1439

GOTTE AMUSA

Sami Damai 79. Showland Partit 8ht Korhade - Horozo 8/0 Chhalil Damani Sune - Occupita.



Addl District Sub-Registres Bidben Nager (Sait Leks City)

1 7 FEB 2011

In pursuance of the same, the VENDORS shall cause the land to be transferred directly in favour of the BOARD by this Deed of Conveyance and also arrange some more land to be transferred to the BOARD for the proposed "Housing Complex".

For the purpose of stamping, this Deed is valued at Rs. 2,41,64,000./(Rupees Two crore forty one lacs sixty four thousand only) being the said Consideration paid to the VENDORS for transferring the Said Property.

## (I) NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In consideration of the aforesaid and in the circumstances mentioned hereinabove, the VENDORS do hereby transfer and convey all that the Said Property more fully and particularly described in the SCHEDULE - B absolutely to WEST BENGAL HOUSING BOARD with the intent and purpose that the BOARD will hold the same and permit the COMPANY i.e. BENGAL MERLIN HOUSING LTD, to develop the said land and construct a housing project with the necessary support facilities such as some necessity Shops Clubs with residential accommodation, Kindergarten School and some other ancillary facilities. The detailed terms and conditions for development are mentioned in the Development Agreement in usual form which is duly executed simultaneously with this Deed and the VENDORS do hereby acquit, release and forever discharge the BOARD as well as the COMPANY and the Said Property hereby conveyed and transferred and the VENDORS do hereby grant, transfer, assign and assure unto the BOARD free from all encumbrances, charges, liens, lispendens whatsoever nature ALL THAT the pieces and parcel of land more fully and particularly described in the SCHEDULE B, OR HOWSOEVER OTHERWISE the Said Property or any part thereof now is or was at any time or times heretofore was situated butted bounded called known numbered described or distinguished TOGETHER WITH all yards, courtyards, compounds, gardens and all other advantages of ancient or other lights, pits, areas, fences, sewers, drains, ditches, water, water-courses, ways, paths, passages, trees, shrubs and all manner of rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging or in anywise appertaining or which with the same or any part or portion thereof now is or was at any time or times heretofore were or was held, used, occupied, enjoyed or reputed to belong or be appurtenant thereto AND all the rents; issues and profits of the Said Property and every part thereof AND all the legal incidents thereof AND all the estates, rights, title, interest, inheritance, uses, possessions, claims and/or demands whatsoever both at law or in equity of the VENDORS into, upon or in respect of the Said Property and every part or portion thereof AND all deeds, pattahs, muniments, writings and evidences of title which in anywise exclusively related to the Said Property or any part or portion thereof and which now are may hereafter be in the possession, power or custody of the VENDORS or any person or persons from whom the VENDORS may procure the same without any action or suit AND TO HAVE AND TO HOLD the Said Property AND ALL AND SINGULAR OTHER THE PREMISES HEREBY granted, transferred, assigned and

Daity



Addl District Sub-Registras

DESCRIPTION OF THE PARTY AND PROPERTY.

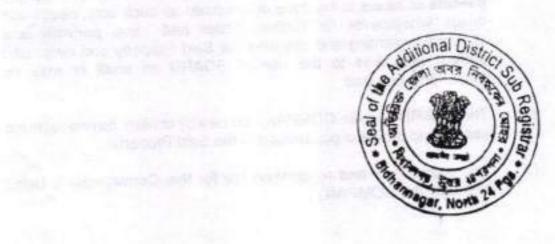
AND THE RESERVE THE PROPERTY OF THE PROPERTY O

assured or expressed or intended so to be unto and to the use of the BOARD absolutely, forever and free from all encumbrances and liabilities whatsoever.

## (II) THE VENDORS DO HEREBY COVENANTS WITH THE BOARD as follows:

- (i) The VENDORS are absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property free from all encumbrances whatsoever and has good right full power absolute authority and indefeasible title to grant transfer the Said Property hereby granted and transferred or expressed so to be and every part thereof unto and the use of the BOARD in the manner aforesaid and according to the true intent and meaning of these presents;
- (ii) The BOARD upon execution of the Development Agreement, the COMPANY as representative of the BOARD shall and may from time to time and at all times hereinafter peacefully and quietly enter into, hold, possess and enjoy the Said Property and every part thereof and receive and take the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or any other person or persons whomsoever.
- (iii) The Said Property is free and clear and freely and clearly and absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDORS well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, charges, liens, debts, attachments, executions, liabilities and encumbrances whatsoever.
- (iv) The VENDORS and all persons having or lawfully or equitably claiming any estate, right title or interest whatsoever in the Said Property or any part thereof from through under or in trust for the VENDORS shall and will from time to time and at all times hereafter at the request and costs of the BOARD or the COMPANY do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further, better and more perfectly and effectually granting and assuring the Said Property and every part thereof unto and to the use of BOARD as shall or may be reasonably required.
- (v) The BOARD and the COMPANY do hereby confirm having received vacant and peaceful possession of the Said Property.
- (vi) The stamp duty and registration fee for this Conveyance is being borne by the COMPANY.

Shart



THE VEHICLES OF

The first statement and the control of the control

Addl District Sub-Registras

#### "SCHEDULE - A" (Title chain of the land)

WHEREAS one Bipin Bihari Mondal was the recorded owner of All That piece and parcel land measuring an area of 41 decimals in R.S. Dag No. 412 14 decimals in R.S. Dag No. 413, 21 decimals in R.S. Dag No. 414, 13 decimals in R.S. Dag No. 415 and 17 decimals in R.S. Dag No. 416 aggregating to 106 decimals being R. S. Khatian No. 549 under Mouza — Thakdari, J.L. No. 19, P.S. — Rajarhat, North 24 Parganas.

AND WHEREAS while seized and possessed of the aforementioned land the said Bipin Bihari Mondal died intestate leaving behind his only legal heir Smt. Golapi Rozario, wife of Mr. Beni Rozario who inherited the entire share belonging to her father the late Bipin Bihari Mondal and became the sole and absolute owner in respect of the same.

AND WHEREAS while seized and possessed of the aforementioned land the said Golapi Rozario sold, transferred and conveyed to Mr. Gul Ahuja, the present Vendor herein, 53 decimals of land out of the 106 decimals vide a Deed of Conveyance being No. 00316 dated 15<sup>th</sup> day of December 2006, duly registered with Addl. District Sub Registrar, Bidhannagar, details of the land sold is detailed in the table hereunder:

R.S. Dag Nos.	Total Area (decimals)	Sold Area (desired)
412	41	Sold Area (decimals)
413	41	20.50
The state of the s	14	7.00
414	21	The state of the s
415	13	10.50
416	10	6.50
3.10	17	8.50
	106	53.00

AND WHEREAS simultaneously with the execution of the aforesaid deed the said Golapi Rozario further sold, transferred and conveyed to Mr. Gopal Ahuja, also the present Vendor herein, the balance 53 decimals of land out of the 106 decimals vide a Deed of Conveyance being No. 00317 dated 15<sup>th</sup> day of December 2006, duly registered with Addl. District Sub Registrar, Bidhannagar, details of the land sold is detailed in the table hereunder:

R.S. Dag Nos.	Total Area (decimals)	0.111
412	Total Area (decimals)	Sold Area (decimals
	41	20.50
413	14	7.00
414	21	
415	***************************************	10.50
416	13	6.50
410	17	8.50
	106	53.00

Shart



Addl District Sub-Registres Righan Nager (Sait Lake City)

1 7 FEB 2011

The state of the s

AND WHEREAS the said Gul Ahuja and Gopal Ahuja further recorded their individual names in the L.R. Records of Rights being L.R Khatian nos. 1660 & 1661 and accordingly became the sole and absolute owners of their undivided share of 53 decimals each aggregating to 106 decimals with respect to the aforesaid land.

AND WHEREAS while seized and possessed of their undivided share in the aforesaid land, the Vendors herein jointly entered into an Agreement for sale/Memorandum of Understanding dated 05/04/10 with M/s. Makesworth Projects & Developers Pvt. Ltd., the Assignor herein, as per the terms and conditions mentioned therein.

AND WHEREAS in accordance to the Sale Agreement/Memorandum of Understanding, the Assignor has the right to nominate and/or assign any other intending purchaser to purchase the said property.

AND WHEREAS the Assignor herein approached and represented to the Vendors herein that it lacked resources and due to financial constraints would not be able to fulfill their commitments and therefore wish to exercise their right to nominate and/or assign M/s. Bengal Merlin Housing Ltd., the Company herein

AND WHEREAS having made the above representation the Assignor requested the Company herein to salvage them from financial crisis and purchase the said property. The Company herein being satisfied, agreed to accept the proposal to buy the said property and the same was concluded vide a Nomination Agreement dated 01.12.2010 as per the terms and conditions mentioned therein between the Assignor and the Company and the same was agreed upon by the Vendors herein vide their letter dated 25/11/10.

AND WHEREAS the said Gul Ahuja and Gopal Ahuja the present Vendors herein are the rightful owners each being entitled to an undivided share having full right, title and interest to sell transfer and /or convey the said property in favour of the BOARD herein.

AND WHEREAS in consideration of its rights being assigned in favour of the Company, the Assignor has requested the M/s. Bengal Merlin Housing Ltd., the Company herein to make the payment as mentioned hereunder.

SI. No.	Name	Amount
01	Gul Ahuja	Rs. 96,65,600/-
02 03	Gopal Ahuja	Rs. 96,65,600/-
03	Assignor - M/s. Makesworth Projects & Developers Pvt. Ltd	
	TOTAL	Rs. 2,41,64,000/-

Shany



TOTAL PARTY WITH A STREET OF THE PARTY OF TH

CANADA STATE OF THE STATE OF TH

Addl District Sub-Registras Ruman Negar (Salt Lake City)

#### "SCHEDULE - B" "Schedule of Land"

ALL THAT the piece and parcel of land measuring 106 decimals comprised in R.S./L.R. Dag Nos. 412, 413, 414, 415 & 416 being L.R. Khatian Nos. 1660 & 1661 under Mouza Thakdari, J. L. No. 19, P.S. New Town, Dist. 24 Parganas (North) butted and bounded as mentioned hereunder.

Dag No. 412

Total Area

: 41 Decimals

Acquire Area

: 41 Decimals

North: Panchayat Road

South: By Dag no. 432 & by Dag no. 415

East : By Dag no. 413, by Dag no. 414 & by Dag no. 415

West : Panchayat Road

Dag No. 413

Total Area

: 14 Decimals

Acquire Area

: 14 Decimals

North : Panchayat Road

South: By Dag no. 414 & part of Dag no. 416

East: By Dag no. 419 & part of Dag no. 418

West : By Dag No. 412

Dag No. 414

Total Area

: 21 Decimals

Acquire Area : 21 Decimals

North: By Dag no. 413 South: By Dag no. 416

East : By Dag no. 416

West : By part of Dag no. 413 & by part of Dag no. 415

Dag No. 415

Total Area

13 Decimals

Acquire Area : 13 Decimals

North: By Dag no. 412

South: By Dag no. 430 & by part of Dag no. 419

East : By Part of Dag No. 414 & by part of Dag no. 416

West : By Dag no. 412

Dag No. 416

Total Area

: 16 Decimals

Acquire Area : 16 Decimals

North: By Dag no. 414 & by part of Dag no. 413

South : Panchayat Road

East : By part of Dag no. 418 & by part of Dag no. 417

West : By Dag no. 415.



Addl District Sub-Registrat

1 7 FEB 2011

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

EXECUTED AND DELIVERED by the Within named VENDORS

Witness:

3. Minddlotoni Row Kelhan. 2000)

2) Somble Bobwas.

KK Ramin N. 
Kel-49.

EXECUTED AND DELIVERED by the Within named ASSIGNOR

Witness

1) Compa

2) Sombon Buller .

EXECUTED AND DELIVERED by the within named COMPANY Witness:

- 1) Samin Daman
- 2) South Busin.

EXECUTED AND DELIVERED by the Within named BOARD

Witness:

- 1) Samin Domand 79. Shonemen fandit 8hul Korliner - 70000.
- 2) Similar Bucks.

Tabanta Ray Farasat Trages Count Ciefocold GEPAL AHUSA

Fox. Makes worth Projects & Ruepart Port. 118.
Ray Kurner Ley.
Author Synday

FOR BENCAL MERLIN MOUSING LTD.

Constituted Attorney

(News. Adm. 40)

On behalf of West Bengal Housing Board

Swotom Yuman Chamaboth KGOI, Land Acquisition



Addl District Sub-Registrar Bidhan tragar (Salt Lake City)

## MEMO OF CONSIDERATION

Received a sum of Rs. 2,41,64,000./- (Rupees Two crore forty one lacs sixty four thousand only) towards full and final consideration money as per the memo given below.

On 5.04.2010 received from M/s Makesworth Projects & Developers Pvt. Ltd. Vide cash

Rs. 5.00.000/-

Received from M/s Bengal Merlin Housing Ltd. vide Cheque no. 394135 drawn on Indian Bank, Bhowanipore Branch, dated 18.12.2010 in favour of Mr. Gopal Ahuja

Rs. 10,00,000/-

Received from M/s Bengal Merlin Housing Ltd. vide Cheque no. 394134 drawn on Indian Bank, Bhowanipore Branch, dated 18.12.2010 in favour of Mr. Gul Ahuja

Rs. 10.00,000/-

Received from M/s Bengal Merlin Housing Ltd. vide Pay order no. 197516... drawn on Indian Bank, Bhowanipore Branch, dated 17.02.2011 in favour of Mr. Gopal Ahuja

Rs. 84.15.600/-

Received from M/s Bengal Merlin Housing Ltd. vide Pay order no. 79.7.5 9.5 drawn on Indian Bank. Bhowanipore Branch, dated 17.02.2011 in favour of Mr. Gul Ahuja

Rs. 84,15,600/-

Received from M/s Bengal Merlin Housing Ltd.
vide RTGS transfer no Idibb 11048179 on Indian Bank.
Bhowanipore Branch, dated 17.02.2011 in favour of
M/s Makesworth Projects & Developers Pvt. Ltd.

Rs. 48.32.800/-

Total

Rs. 2,41,64,0000/-

(Rupees Two crore forty one lacs sixty four thousand only)

Mr. Gul Ahuja

Mr./Gopal Ahuja

M/s Makesworth Projects & Developers Pvt. Ltd.

Witness:

Ishnor Anago

Somble Busin



Addl District Sub-Registres



## Government Of West Bengal

Office Of the A. D. S. R. BIDHAN NAGAR District:-North 24-Parganas

Endorsement For Deed Number: I - 01969 of 2011 (Serial No. 02079 of 2011)

no

Payment of Fees:

On 17/02/2011

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

Presented for registration at 19.30 hrs on :17/02/2011, at the Private residence by Niaz Ahmed , one of the Claimants.

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

Execution is admitted on 17/02/2011 by

- Gopal Ahuja, son of Satramdas Ahuja Flat No:4 C &3 J, 3 Middleton Row, Kolkata, Thana:-Park St, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700071, By Caste Hindu, By Profession: Others
- Gul Ahuja, son of Satramdas Ahuja, Flat No:4 C &3 J, 3 Middleton Row, Kolkata, Thana:-Park St, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700071, By Caste Hindu, By Profession: Others
- Raj Kumar Dey
   Authorised Signatory, Makesworth Projects Ltd. 10 A Hospital St, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700072.
- , By Profession : Business

Swapan Kumar Chakraborty
 Authorised Signatory, West Bengal Housing Board, 105 S N Banerjee Rd, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700014.

 By Profession: Others

Identified By Samin Damani, son of C Damani, 79 S P St, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700020, By Caste, Hindu, By Profession: Service.

#### Executed by Attorney

Execution by

 Niaz Ahmed, Representative of Representative, Bengal Merlin Housing Ltd, 79 Shambhunath Pandit St, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700020. as the constituted attorney of Bengal Merlin Housing Ltd is admitted by him. -

Identified By Samin Damani, son of C Damani, 79 S P St, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700020, By Caste: Hindu, By Profession: Service.

18 19 18 20 20

( Debasish Dhar )
ADDITIONAL DISTRICT SUB-REGISTRAR

On 18/02/2011

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

Add District Sub-Registrat

Made District Sub-Registrat

Magar (Sah Lake Chyl

Magar (Debasish Dhar )

ADDITIONAL DISTRICT SUB-REGISTRAR

18/02/2011 17:48:00

EndorsementPage 1 of 2

models of the state of the stat

All the second second second second second



# Office Of the A. D. S. R. BIDHAN NAGAR District:-North 24-Parganas

### Endorsement For Deed Number : I - 01969 of 2011 (Serial No. 02079 of 2011)

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:

Amount By Cash

Rs. 354522/-, on 18/02/2011

( Under Article : A(1) = 354508/- ,E = 14/- on 18/02/2011 )

## 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.-32228631/-

Certified that the required stamp duty of this document is Rs.- 1933738 /- and the Stamp duty paid as: Impresive Rs.- 100/-

#### Deficit stamp duty

Deficit stamp duty Rs. 1933738/- is paid17292217/02/2011State Bank of India, PRINCE ANWAR SHAH ROAD, received on 18/02/2011

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR



Addi District Sub-Registrat

Addi District Sub-Registrat

Bidhan Nagar (Sah Lake City)

( Debasish Dhar )

A FED ADDITIONAL DISTRICT SUB-REGISTRAR

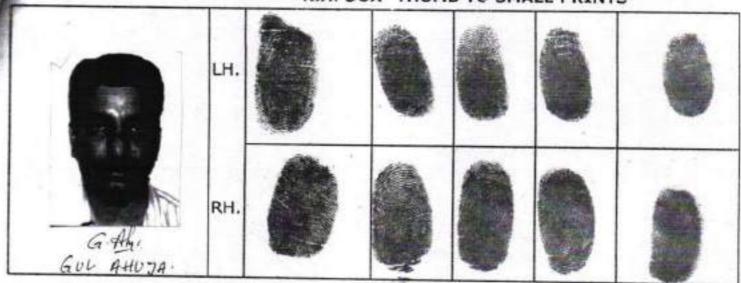
18/02/2011 17:48:00

EndorsementPage 2 of 2

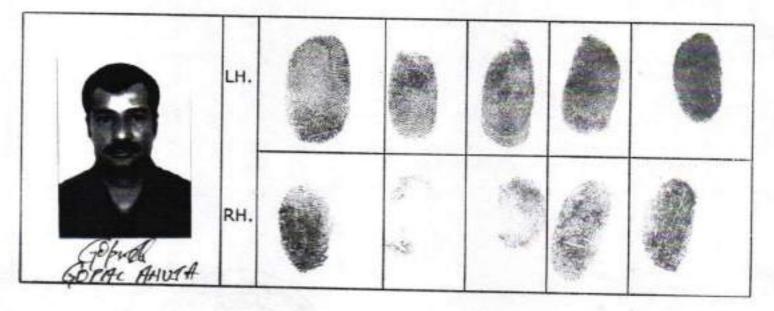
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

## UNDER RULE 44A OF THE I.R. ACT 1908

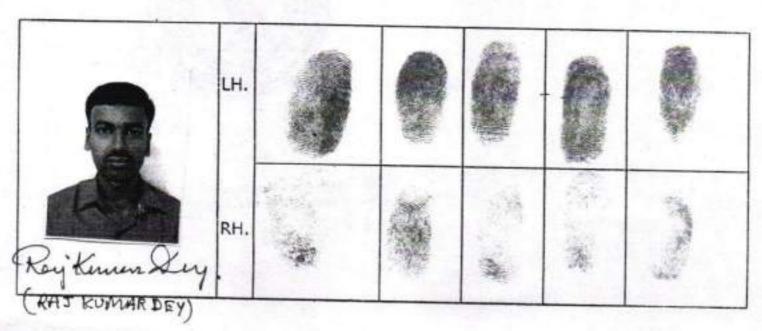
N.B. - LH BOX-SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



ATTESTED :-



ATTESTED :-



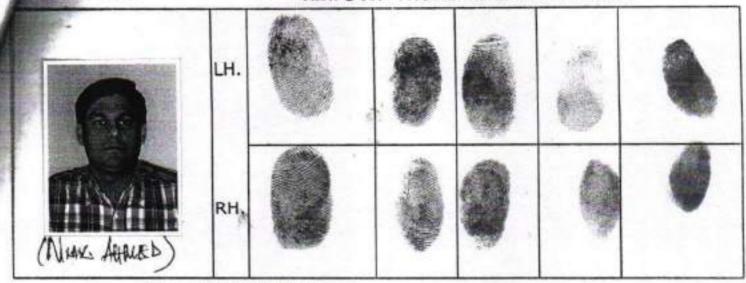
ATTESTED :-,



Addi District Sub-Registrer Ridhan Negar (Selt Lake City) 1 7 FEB 2011 MESENTANT/ HESENTANT/ HOLTANT/SELLER/ MOTER/CAIMENT WITH PHOTO

## UNDER RULE 44A OF THE I.R. ACT 1908

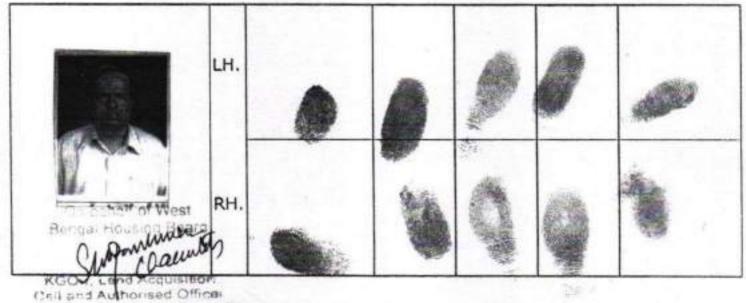
N.B. - LH BOX-SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



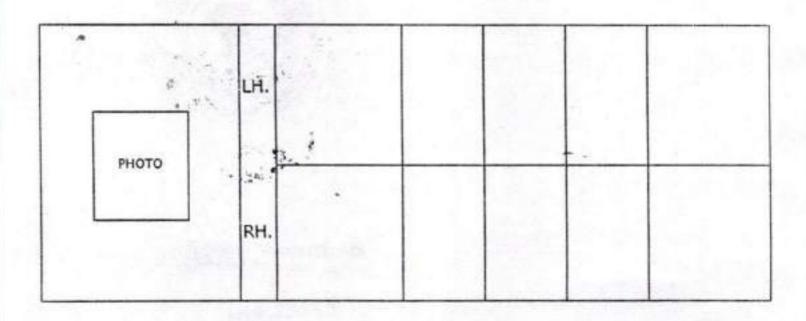
FOR BENCAL MENTIL HOUSING LTD-

ATTESTED :-

African Attorney



ATTESTED :-



ATTESTED :-,



Add District Sub-Registrer Bidhan Neger (Salt Lake City

1 7 FEB 2011

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 3079 to 3094 being No 01969 for the year 2011.



(Debasish Dhar) 21-February-2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal x4-1767

DATED THIS .... DAY OF February '20....

#### DEED OF CONVEYANCE

BETWEEN

- (1) GUL AHUJA (2) GOPAL AHUJA
  - ..... VENDORS

AND

M/S. MAKESWORTH PROJECTS & DEVELOPERS PVT. LTD.

..... ASSIGNOR

AND

WEST BENGAL HOUSING BOARD

.....BOARD

BENGAL MERLIN HOUSING LTD.



E:\samir\Thakdari-Mouza-Rajarhat\Conveyance-Vendor-WBK