

7679

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पश्चिम बंगाल WEST BENGAL

148190

9-014250/11

V.C - 02675/11

CONVEYANCE

1. Date: 24th JUNE 2011

2. Place: Kolkata

3. Parties:

Certify that the document is admitted
 and the endorsement sheets attached
 with this document are the part of
 this document.

Adl. District Sub-Registrar
 Bidhan Nagar (Salt Lake City)

20 JUN 2011

148190

5-05-2011
Value of N.J. Stamp Rs. 500/-

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700027

Name of Purchaser.....
Address.....

Handwritten signature
M. S. BANERJEE
SPECIAL AGENT IN CHARGE, Customs Station

Ranjeet kr. Jaisaria



V^{rc} 5031

For Shield Merchandise (P) Ltd.

Ranjeet kr. Jaisaria

Authorised Signatory

(RANJEET KR. JAISARIA)



V^{rc} 5032

FOR SOUTH WYAPAAR PVT. LTD.

Director

(SANJAY M. BANISHI)



V^{rc} 5032

FOR GAYLORD VINIMAY PVT. LTD.

Authorised Signatory



(SHRADHA BHUTIA)
V^{rc} 5032

FOR EMPRO BUSINESS PVT. LTD.

Authorised Signatory

IDENTIFIED BY ME:-
[AMIT KOTICHA]
S/O. MUKESH C. KOTICHA
S.J.B.S. HALDANE AVENUE, KOLKATA-700105, SERVICES



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Bidhan Nagar (Salt Lake City)

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- 3.1 **KRUTI VYAPAAR PVT. LTD.** a Private Limited Company registered under the Companies Act, 1956, represented by its Director Mr. Sanjay M. Bavishi, son of Manoharlal Bavishi, having its registered office at P-15, India Exchange Place Ext. Kolkata - 700 075
- 3.2 **EMPRO BUSINESS PVT. LTD.** a Private Limited Company registered under the Companies Act, 1956, represented by its authorized signatory, Mr. Sharad Bhotika, son of Sri P. K. Bhotika, having its registered office at 5/1A, Hungerford Street P.S - Shakespeare Sarani, Kolkata - 700 017
- 3.3 **GAYLORD VINIMAY PVT. LTD.** a Private Limited Company registered under the Companies Act, 1956, represented by its authorized signatory, Mr. Sharad Bhotika, son of Sri P. K. Bhotika, having its registered office at 5/1A, Hungerford Street, P.S - Shakespeare Sarani, Kolkata - 700 017
- 3.4 **SHIELD(SHILD)MERCHANTISE PVT. LTD.** a Private Limited Company registered under the Companies Act, 1956, represented by its authorized signatory, Mr. Ranjit Jhajharia, son of Sri Sanwarmull Jhajharia, having its registered office at 5/1A Hungerford Street. Kolkata - 700 0 17 P.S - Shakespeare Sarani
- (3.1, 3.2, 3.3 and 3.4 collectively **VENDORS** which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns)
- And**
- 3.5 **MR. RAVI KUMAR DUGAR**, son of Santosh Kumar Dugar, residing at 52/4/1, Ballygunge Circular Road, Kolkata - 700019 (**PAN-AEXPDI472L**).
- 3.6 **MR. DINESH KUMAR AGARWAL**, son of Late Hansraj Vharuka, residing at 85, Prince Anwar Shah Road, Kolkata - 700033.
- (3.5 and 3.6 hereinafter collectively called the **PURCHASERS** [which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, heiresses, legal representatives, executors, administrators, nominees, successors and/or assigns]
- Vendor/s and Purchaser/s individually **Party** and collectively **Parties**.



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NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **1st Plot:** Sali land measuring about 3 (three) decimals approximately, comprised in and forming part of L.R. Dag No.547 out of 98 Decimal, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality morefully described in the 1st Schedule below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 1st Plot of Vendor No. 3.1
- 4.2 **2nd Plot** Sali land measuring about 1 (One) decimal approximately, comprised in and forming part of L.R. Dag No. 492 out of 52 Decimal, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 2nd Schedule below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 2nd Plot of Vendor No. 3.1.
- 4.3 **3rd Plot:** Sali land measuring about 6.5 (six point five) decimals as per ROR 6 (six Decimal) approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1080, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 3rd Schedule below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 3rd Plot of Vendor No. 3.2.
- 4.4 **4th Plot:** Sali land measuring about 2 (Two) Decimal approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1079, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 4th Schedule below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 4th Plot of Vendor No. 3.3.



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4.5 **5th Plot:** Sali land measuring about 5 (Five) Decimal approximately, comprised in and forming part of L.R. Dag No.492, recorded in L. R. Khatian No. 1079, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the **5th Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 5th Plot of Vendor No. 3.3.

4.6 **6th Plot:** Sali land measuring about 2.20 (two point two zero) decimals (as per ROR 2 Decimal) approximately comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1074, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the **6th Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 6th Plot of Vendor No. 3.4.

4.7 Both the **1st Plot** , **2nd Plot**, **3rd Plot**, **4th Plot**, **5th Plot** and **6th Plot** morefully described in the 1st, 2nd, 3rd, 4th, 5th and 6th Schedule collectively referred to as the said **PROPERTY**

5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendors have made the following representations and given the following warranties to the Purchasers regarding title:

5.1.1 **Sale by Khudiram Sardar and ors to Kruti Vyapaar Pvt. Ltd.:-** By an Indenture of Conveyance dated 18th March, 2005, Deed No. 01574 for the year 2005 (1) Khudiram Sardar (2) Smt. Renubala Sardar, (3) Rajjeswar Mondal as vendors therein sold, transferred and conveyed a total area of 6 Satak i.e. Dag No. 548 (2 Satak out of 41 Satak), Dag No. 547 (3 Satak out of 93 Satak) and Dag No. 492 (1 Satak out of 52 Satak) under L. R. Khatian No. 428, 310 and 296 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality unto and in favour of Kruti Vyapaar Pvt. Ltd i.e the Vendor 3.1 herein hereinafter referred to as the 1st Plot and 2nd Plot morefully described in the 1st and 2nd Schedule hereto.

5.1.2 **Mutation by Kruti Vyapaar Pvt. Ltd.** That the said Kruti Vyapaar Pvt. Ltd. i.e. the Vendor no. 3.1 herein by virtue of the Conveyance became the absolute owner of the land measuring 3 Satak in Dag No. 547 and 1 Satak in 492 and mutated its name in the



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records of the L.R. Settlement and were assigned L. R. Khatian No. 1082 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality.

5.1.3 Sale by Smt Rashmoni Mondal and ors. to Empro Business Pvt. Ltd.:- By an Indenture of Conveyance dated 18th March, 2005 registered with S.R Bidhannagar in Book No. I, Volume No. I, Pages 1 to 11, Deed No. 01572 for the year 2005 (1) Smt Rashmoni Mondal (2) Smarajit Mondal, (3) Sanjit Mondal and (Smt) Monika Mondal as Vendors therein sold, transferred and conveyed at total area of 6.5 Satak in Dag No. 547 under L. R. Khatian No. 235 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality upto and in favour of **Empro Business Pvt. Ltd.** i.e the Vendor 3.2 herein hereinafter referred to as the 3rd Plot morefully described in the 3rd Schedule hereto.

5.1.4 Mutation by Empro Business Pvt Ltd.:- That the said **Empro Business Pvt. Ltd.** i.e. the Vendor no. 3.2 herein by virtue of the Conveyance became the absolute owner of the land measuring 6.5 Satak in Dag No. 547 but mutation was completed in respect of 6 Satak in the records of the L.R. Settlement and were assigned L. R. Khatian No. 1080 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality.

5.1.5 Sale by Rashmoni Mondal and ors. to Gaylord Vinimay Pvt. Ltd.:- By an Indenture of Conveyance dated 18th March, 2005 registered with S R Bidhannagar in Book No. I, Deed No. 01576 for the year 2005 (1) Smt Rashmoni Mondal (2) Smarajit Mondal, (3) Sanjit Mondal (4) (Smt) Monika Mondal and (5) Rajeswar Mondal as Vendors therein sold, transferred and conveyed at total area of 6.5 Satak i.e. in Dag No. 547 1.50 satak and Dag No 492 5 Satak under L. R. Khatian No. 235 and 296 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality upto and in favour of **Gaylord Vinimay Pvt. Ltd.** i.e. the Vendor 3.3 herein. hereinafter referred to as the 4th Plot and 5th Plot morefully described in the 4th and 5th Schedule hereto.

5.1.6 Mutation by Gaylord Vinimay Pvt. Ltd.:- That the said **Gaylord Vinimay Pvt. Ltd.** i.e. the Vendor no. 3.3 herein by virtue of the Conveyance became the absolute owner of the land measuring 2 Satak in Dag No 547 and 5 Satak in 492 and mutated its name in the records of the L.R. Settlement and were assigned L. R. Khatian No. 1079 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar East, within the limit of Bidhannagar Municipality.



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- 5.1.7 **Sale by Jitendra Nath Mondal & Ors. To Shild Merchandise Pvt. Ltd.-** By an Indenture of Conveyance dated 7th day of January, 2005, Deed No. 2089 for the year 2005, (**Said Conveyance**) (1) Jitendra Nath Mondal (2) Manoranjan Mondal (3) Shibu Naskar (4) Parasuram Sardar, (5) Pravakar Mondal (6) Tapan Mondal (7) Dibakar Mondal (8) Goutam Mondal collectively as Vendors the-ein sold, transferred and conveyed an area of 50 Satak i.e. in Dag Nos. 547 (49 Satak) and 548(1 Satak), under L. R. Khatian No. 109, 263, 126, 182 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar East, within the limit of Bidhannagar Municipality, unto and in favour of Girish Mehta, Himanshu Ajmera, Shild Merchandise Pvt. Ltd., Ovila Exports Pvt. Ltd., Mapple Merchandise Pvt. Ltd. collectively Purchasers and out of the said 49 Satak in Dag No. 547 the Vendor no 3 4 herein was sold 2. 20 Satak hereinafter referred to as the 6th Plot morefully described in the 6th Schedule hereto.
- 5.1.8 **Mutation by Shild Merchandise Pvt. Ltd.-** That the said Shild Merchandise Pvt. Ltd i.e. the Vendor no 3.4 herein by virtue of the Said Conveyance became the absolute owner of the land measuring 2.20 Satak in Dag No. 547 but mutation of 2 satak was recorded in the L. R. Settlement , and land measuring 1 Satak out of 41 in Dag No. 548 was recorded in L.R Settlement and were assigned L. R. Khatian No. 1074 at Mouza - Mahishbathan, J. L. No. 18. Police Station - Bidhannagar (East), within the limit of Bidhannagar Municipality.
- 5.1.9 **Ownership of the Vendors:** The Said Property measuring 19.070 decimal of land owned by the Vendors herein. Thus, the Vendors became and are the sole and absolute owners of the Said Property described in the 1st, 2nd, 3rd, 4th, 5th and 6th Schedule below, and all representations of the Vendors with regard to his aforesaid chain of title are true and correct.
- 5.2 **Representations and Warranties of Vendors Regarding Encumbrances:** The Vendors have made the following representations and given the following warranties to the Purchasers regarding encumbrances:
- 5.2.1 **No Acquisition/Requisition:** The Said Property has neither been acquired or requisitioned under any law nor notified for any acquisition, requisition or scheme of the Municipal Authority, Government or any Statutory Body whatsoever and further the Vendors have not received any notice or intimation in this regard.
- 5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant and under the Urban Land (Ceiling and Regulation) Act, 1976 or the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.



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- 5.2.3 **No Act of Vendors:** The Vendors have not, at any time, done or executed or suffered or been party or privy to any act, deed, matter or thing whereby the Said Property can or may be impeached, encumbered or affected in title in any manner whatsoever.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property absolutely to the Purchasers.
- 5.2.5 **Certificate Case:** No Certificate Case is pending for realization of any Government revenue from the Vendors.
- 5.2.6 **No Right of Preemption:** No person or persons whosever has or has claimed to have any right of preemption over and/or in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge is presently subsisting 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 encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting alignment, easements, liabilities and lis-pendens whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Statutor, Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.
6. **Basic Understanding**
- 6.1 **Sale of Said Property:** The basic understanding between the Parties is that the Vendors will sell the Said Property to the Purchasers in equal shares free from all encumbrances and liabilities of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchasers will purchase the same based on the representations, warranties and



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covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses above (collectively **Representations**).

6.2 **Transfer of Title:** The Vendors are now executing this Conveyance to complete the transfer of title of the Said Property in favour of the Purchasers.

7. Transfer

7.1 **Hereby Made:** The Vendor no 3.1 hereby sell, convey and transfer to the Purchasers in equal shares the 1st Plot morefully described in the 1st **Schedule** below, being Sali land measuring about 3 (three) decimals approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 1st **Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the said 1st Plot.

7.2 **Hereby Made:** The Vendor no 3.1 hereby sell, convey and transfer to the Purchasers in equal shares the 2nd Plot morefully described in the 2nd **Schedule** below, being Sali/Bastu land measuring about 1 (One) decimal approximately, comprised in and forming part of L.R. Dag No. 492, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 2nd **Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 2nd Plot.

7.3 **Hereby Made:** The Vendor no 3.2 hereby sell, convey and transfer to the Purchasers in equal shares the 3rd Plot morefully described in the 3rd **Schedule** below, being Sali land measuring about 6.5 (six point five) decimals as per ROR 6 (Six Decimal) approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1080, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 3rd **Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 3rd Plot.



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7.4 Hereby Made: The Vendor no 3.3 hereby sell, convey and transfer to the Purchasers in equal shares the 4th Plot morefully described in the 4th Schedule below, being Sali land measuring 2 Decimal approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1079, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality morefully described in the 4th Schedule below and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 4th Plot.

7.5 Hereby Made: The Vendor No 3.3 hereby sell, convey and transfer to the Purchasers in equal shares the 5th Plot morefully described in the 5th Schedule below, being Sali land measuring 5 Decimal approximately, comprised in and forming part of L.R. Dag No. 492, recorded in L. R. Khatian No. 1079, Mouza - Mahishbathar, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality morefully described in the 5th Schedule below and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the 5th Plot.

7.6 Hereby Made:The Vendor no 3.4 hereby sell, convey and transfer to the Purchasers in equal shares the Said 6th Plot morefully described in the 6th Schedule below, being Sali land measuring about 2.20 (two point two zero) decimals (as per ROE 2 Decimal) approximately comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1074, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar, Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, morefully described in the 6th Schedule below and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the Said 6th Plot.

7.7 Consideration: The aforesaid transfer is being made in consideration of a sum of **Rs.56,76,360/- (Rupees Fifty six lacs seventy six thousand three hundred sixty only)** (Consideration) paid by the Purchasers i.e 3.5 and 3.6 to the Vendor no 3.1, Vendor No 3.2, Vendor No 3.3 and Vendor No 3.4 receipt of which the Vendor no 3.1, Vendor No 3.2, Vendor No 3.3 and Vendor No 3.4 hereby and by the Receipt And Memo of Consideration hereunder written, admits and acknowledges and of and from the payment of the same forever discharges and acquits the Purchasers in equal shares i.e 3.5 and 3.6 respectively the Said 1st Plot, 2nd Plot, 3rd Plot, 4th Plot, 5th Plot, and 6th Plot morefully described in the 1st, 2nd, 3rd, 4th, 5th and 6th Schedule hereinbelow (**Collectively Property**) .



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8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Salé:** 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 encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, liabilities and lis pendens whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use and enjoyment of the Said Property.
- 8.2 **Transfer of Property Act:** The transfer being effected by this Conveyance is subject to all obligations and duties of vendors and vendee as provided in the Transfer of Property Act, 1882.
- 8.3 **Indemnification:** The transfer being effected by this Conveyance is subject to indemnification by the Vendors about the correctness of Vendors' title and authority to sell as also the Representations and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at its own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 8.4 **No Objection to Mutation, Conversion and Plan Sanction:** The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names and convert the said Property in all public and statutory records and Sanction Plan from the concerned authority and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorney of the Vendors and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to co-operate with the Purchasers in all respect to cause mutation, conversion and plan sanction of the Said Property in the name of the Purchasers and in



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this regard the Vendors shall sign all documents and papers as required by the Purchasers.

- 8.5 **No objection to other clearances:** The Vendors declare that the Purchasers shall be entitled to obtain clearance from Urban Land Ceiling, Airport Authority, Fire, Microwave, Pollution and other statutory body for which Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the Constituted Attorneys of the Vendors and empowers and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever and in this regard the Vendors undertake to co-operate with the Purchasers as and when required by the Purchasers.
- 8.6 **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 Vendors, with regard to which the Vendors hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their 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.
- 8.8 **Delivery of Possession:** The Vendors hereby confirm that the khas, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchasers.
- 8.9 **Holding Possession:** The Vendors hereby covenant that the Purchasers 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.10 **Title Documents:** The Vendors confirm that in consideration of the Purchasers having paid the entirety of the Consideration to the Vendors, the Vendors have simultaneously with the execution of this Conveyance, delivered to the Purchasers all original documents of title and other documents relating to the Said Property that were in the



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custody of the Vendors and the Purchasers shall be entitled to unfettered ownership and custody thereof at all times hereafter.

SAID PROPERTY

1st Schedule

1st Plot

Sali/Bastu land measuring about 3 (three) decimals approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:

On the North	:	Dag Nos. 493 and 495
On the East	:	Dag No. 492
On the South	:	Dag No. 548
On the West	:	Dag No. 496

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor no 3.1 in the Said 1st Plot.

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Mahishbathan	547	1082	Sali	98	3	Kruti Vyapaar Pvt. Ltd.
Total area of land sold					3	

2nd Schedule

(2nd Plot)

Sali land measuring about 1 (one) decimals approximately, comprised in and forming part of L.R. Dag No. 492, recorded in L. R. Khatian No. 1082, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
24 JUN 2011

On the North	:	By part of other Dag nos.
On the East	:	By part of other Dag nos.
On the South	:	By part of other Dag nos.
On the West	:	By part of other Dag nos.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor no 3.1 in the Said 2nd Plot.

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Mahishbathan	492	1082	Sali	52	1	Kruti Vyapaar Pvt. Ltd.
Total area of land sold in decimal				1	1	

3rd Schedule
(3rd Plot)

Sali land measuring about 6.5 (six point five) Decimals as per ROR 6 (six Decimal) approximately, comprised in and forming part of L.R. Dag No.547, recorded in I. R. Khatian No. 1080, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:

On the North	:	Dag Nos. 493 and 495
On the East	:	Dag No. 492
On the South	:	Dag No. 548
On the West	:	Dag No. 496

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor no. 3.2 in the Said 3rd Plot.



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Bidhan Nagar (Salt Lake City)
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Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Mutated as per ROR (in decimal)	Name of the Recorded Owner
Mahishbathan	547	1080	Sali	98	€.5	6	Empro Business Pvt. Ltd
Total area of land sold in decimal					€.5	6	

4th Schedule
(4th Plot)

Sali land measuring 2 (Two) Decimal approximately, comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1079, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:

On the North	: Dag Nos. 493 and 495
On the East	: Dag No. 492
On the South	: Dag No. 548
On the West	: Dag No. 496

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor no. 3.3 in the Said 4th Plot.

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Mahishbathan	547	1079	Sali	98	2	Gaylord Viniinay Pvt. Ltd
Total area of land sold in decimal					2	



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

24 JUN 2011

5th Schedule
(5th Plot)

Sali land measuring 5 (Five) Decimal approximately, comprised in and forming part of L.R. Dag No. 492, recorded in L. R. Khariar No. 1079, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:

On the North	:	By part of other Dag nos.
On the East	:	By part of other Dag nos.
On the South	:	By part of other Dag nos.
On the West	:	By part of other Dag nos.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor no.3.3 in the Said 5th Plot.

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Mahishbathan	492	1079	Sali	52	5	Gaylord Vinimay Pvt. Ltd
Total area of land sold in decimal					5	

6th Schedule
(6th Plot)

Sali land measuring about 2.20 (two point two zero) decimals (as per ROR 2 Decimal) approximately comprised in and forming part of L.R. Dag No.547, recorded in L. R. Khatian No. 1074, Mouza - Mahishbathan, J.L. No.18, Police Station Bidhannagar (East), Sub-Registration District Bidhannagar, District North 24 Parganas, within the limits of Bidhannagar Municipality, and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon and is butted and bounded as follows:

On the North	:	Dag Nos. 495 and 495
On the East	:	Dag No. 492



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Bidhanagar (Salt Lake City)

24 JUN 2011

On the South	:	Dag No. 548
On the West	:	Dag No. 496

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or whatsoever nature of the Vendor no. 3.4 in the Said 6th Plot.

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Mutated as per ROR (in decimal)	Name of the Recorded Owner
Mahishbathan	547	1074	Sali	98	2.20	2	Shild Merchandise Pvt. Ltd
Total area of land sold in decimal					2.20	2	



Additional District Sub-Registrar
24 JUN '2017
Lake City

9. Execution and Delivery

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

For KRUTI VYAPAAR PVT. LTD.



Director

KRUTI VYAPAAR PVT. LTD.

For EMPRO BUSINESS PVT. LTD.



Authorized Signatory

EMPRO BUSINESS PVT. LTD.

For GAYLORD VINIMAY PVT. LTD.



Authorized Signatory

GAYLORD VINIMAY PVT. LTD.

For Shield Merchandise (P) Ltd.

Ranjit Pr. Thakur
Authorized Signatory

SHIELD MERCHANDISE PVT. LTD.

VENDORS

Witnesses:

Anshu Kishida

AMIT KOTICHA.
S/O. MUKESH C. KOTICHA.
5. J.B.S. HALDANE AVENUE.
KOLKATA - 700105.

drafted by me
Rajish Gangopadhyay
Advocate
High Court Calcutta.

2) Ajay Tiwari
5, Mayor bagam lane
Howrah.





Addl District Sub-Registrar
Nagar/Salt Lake City

24 JUN 2011

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.34,34,198/- (Rupees Thirty four lac thirty four thousand one hundred ninety eight only) towards full and final payment of the Consideration for sale of the Said Property described in the Schedule above, in the following manner:

In favour of	Cheque No. & Date	Bank & Branch	Amount (Rs.)
Kruti Vyapaar Pvt. Ltd	056173 DTD. 23/06/11 802993 DT. 23/06/11	INDIAN BANK PUNJAB S SIND BANK	272250.00 272250.00
Kruti Vyapaar Pvt. Ltd	056178 DT. 23/06/11 802995 DT. 23/06/11	INDIAN BANK PUNJAB S SIND BANK	90750.00 90750.00
Empro Business Pvt. Ltd.	056174 DT. 23/06/2011	INDIAN BANK	589875.00
Empro Business Pvt. Ltd.	802996 DT. 23/06/2011	PUNJAB S SIND BANK	589875.00
Gaylord Vinimay Pvt. Ltd.	056175 DT. 23/06/11 802997 DT. 23/06/11	INDIAN BANK PUNJAB S SIND BANK	110824.00 110824.00
Gaylord Vinimay Pvt. Ltd.	056179 DT. 23/06/11 802998 DT. 23/06/11	INDIAN BANK PUNJAB S SIND BANK	453750.00 453750.00
Shield Merchandise Pvt. Ltd.	056176 DT. 23/06/2011	INDIAN BANK	199650.00
Shield Merchandise Pvt. Ltd.	802999 DT. 23/06/2011	PUNJAB S SIND BANK	199650.00

For KRUTI VYAPAAR PVT. LTD.

Director

For EMPRO BUSINESS PVT. LTD.

Authorised Signatory

KRUTI VYAPAAR PVT. LTD.

EMPRO BUSINESS PVT. LTD.

For GAYLORD VINIMAY PVT. LTD.

Authorised Signatory

For Shield Merchandise (P) Ltd.

Authorised Signatory

GAYLORD VINIMAY PVT. LTD.

SHIELD MERCHANDISE PVT. LTD.

Witnesses:



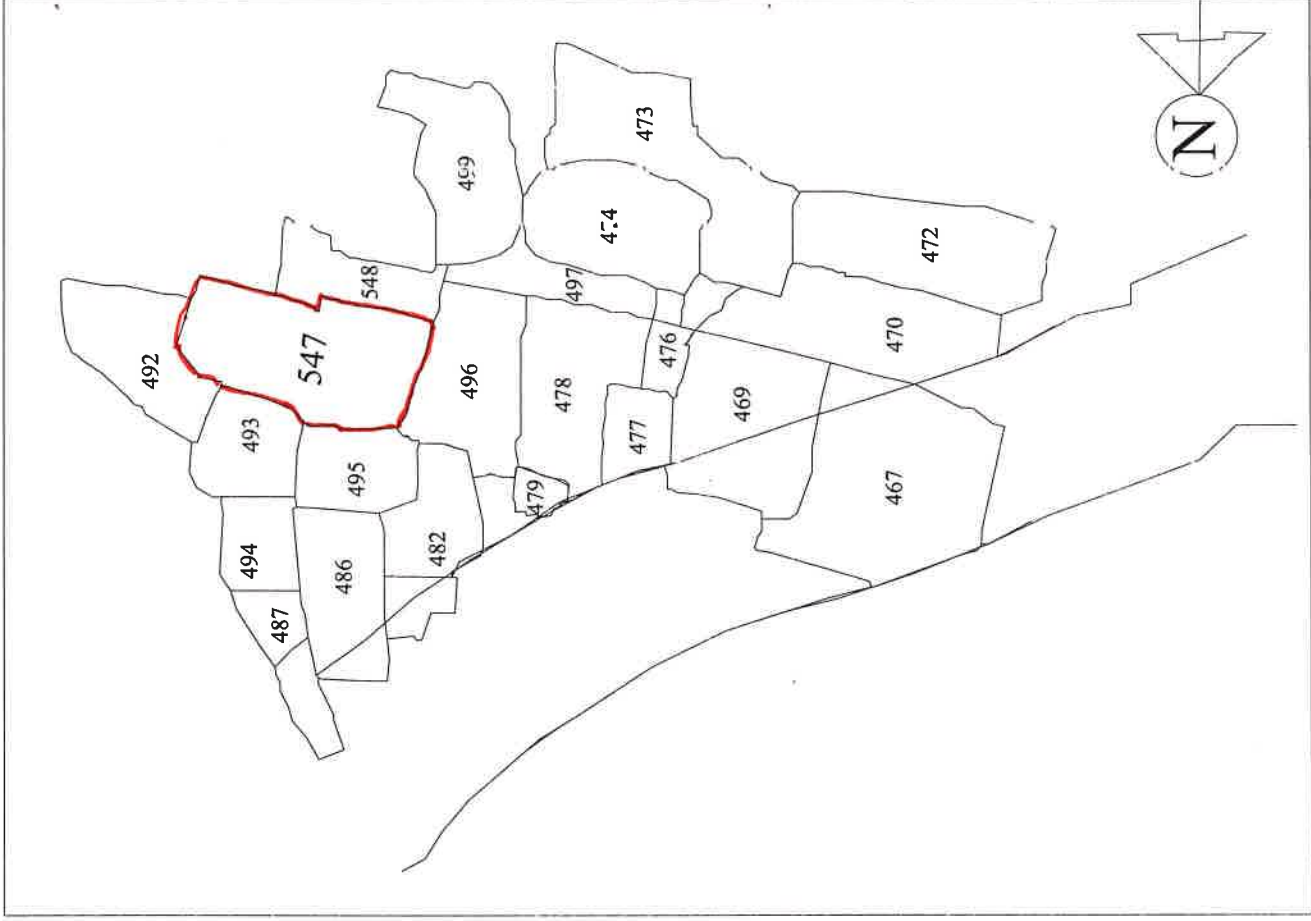
Addl District Sub-Registrar
Bihar Nagar / Salt Lake City
24 JUN 2011

Site Plan For L.R.Dag no. 547

Mouza Mahishbathan, J.L. No. 18,
R.S/L.R.Khatian No.- 1082,1080,1079 &1074

Police Station - Bidhan Nagar (East), District North 24 Parganas

Area Sold -3.0, 6.5, 2.0 & 2.2 decimal



For GAYTORD VINIMAY PVT. LTD.
[Signature]
Authorised Signatory

For KRUTI VYAPAAR PVT. LTD.

[Signature]
Director
.....
Signature of Vendors

For Shield Merchandise (P) Ltd.

[Signature]
Authorised Signatory

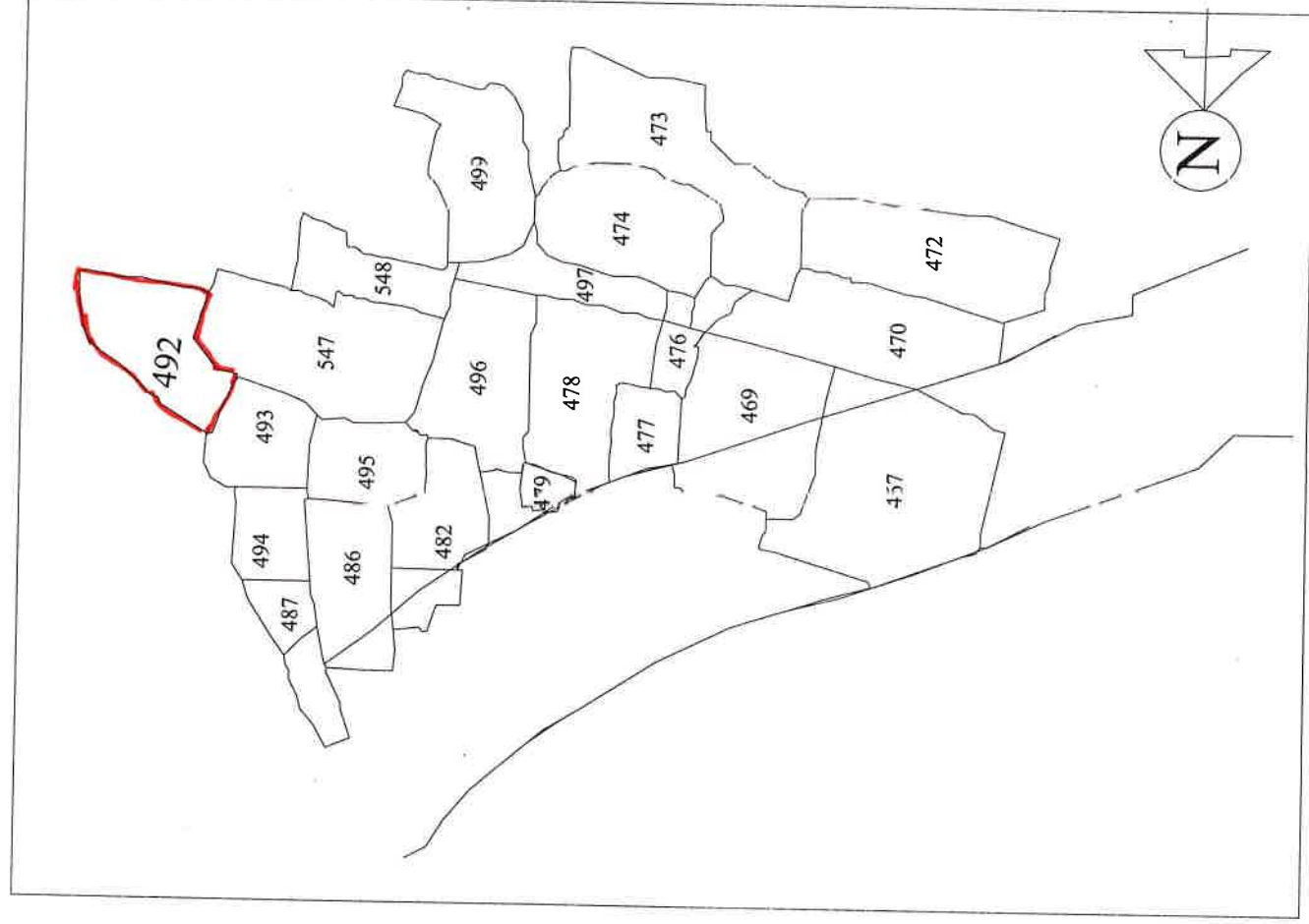
For EMPRO BUSINESS PVT. LTD.

[Signature]
Authorised Signatory

Site Plan For L.R.Dag no. 492

Mouza Mahishbathan, J.L. No. 18, R.S/L.R.Khatian No.- 1082 &1079
Police Station. - Bidhan Nagar (East), District North 24 Parganas

Area Sold -1.0 & 5.0 decimal



For Shield Merchandise (P) Ltd.

Ranjit K. Halderia

Authorised Signatory

FOR GAYLORD VINIMAY PVT. LTD.

[Signature]

Authorised Signatory

FOR KRUTI VYAPAR PVT. LTD.

[Signature]

Director

FOR EMPRO BUSINESS PVT. LTD.

[Signature]

Authorised Signatory





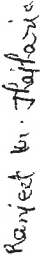

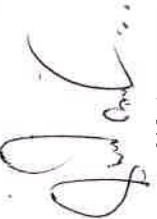
.....
Signature of Vendors



Additional District Sub-Registrar
Bihannagar (Salt Lake, City)












24 JUN 2011

SPECIMEN FORM FOR TEN FINGER PRINTS

SL. NO.	Signature of the Executant and/or Purchaser / Presentants	PRINTS									
1	  ANAND M. BAVISHI	LITTLE	RING	MIDDLE	FORE	THUMB	LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND					RIGHT HAND				
	SIGNATURE :-										
2	  RANJEET MR. DHADHAI	LITTLE	RING	MIDDLE	FORE	THUMB	LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND					RIGHT HAND				
	SIGNATURE :-	<i>Ranjeet Mr. Dhadhai</i>									
3	  SHARAD BHOTIKAR	LITTLE	RING	MIDDLE	FORE	THUMB	LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND					RIGHT HAND				
	SIGNATURE :-	<i>Sharad Bhotikar</i>									
4	AFFIX PHOTO										
	SIGNATURE										
	SIGNATURE :-										




Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
24 JUN 2011

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					


Name RAVI KUMAR DUGAR

Signature Ravi Kumar Dugar

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

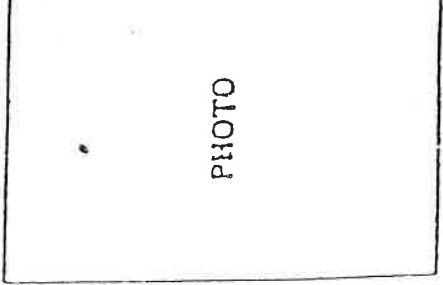
Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

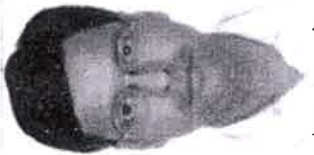










Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

Name

SPECIMEN FORM FOR TEN FINGER PRINTS

 Dinesh Kumar Agarwal DINESH KUMAR AGARWAL					
					
PHOTO	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
PHOTO	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
PHOTO	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDITIONAL DISTRICT SUB-REGISTRAR
JHANSI, U.P.

24 JUN 2011



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

Endorsement For Deed Number : I - 073E1 of 2011
(Serial No. 07679 of 2011)

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

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

Payment of Fees:

Amount By Cash

Rs. 0/-, on 30/06/2011

Amount by Draft

Rs. 65673/- is paid, by the draft number 671136, Draft Date 24/05/2011, Bank Name State Bank of
India, GOKHALE ROAD, received on 30/06/2011

(Under Article : A(1) = 65659/- ,E = 14/- on 30/06/2011)

Deficit stamp duty

Deficit stamp duty Rs. 417448/- is paid, by the draft number 671135, Draft Date 24/06/2011, Bank
Name State Bank of India, GOKHALE ROAD, received on 30/06/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



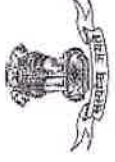

Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

(Debasish Dhar)

30 JUN 2011

ADDITIONAL DISTRICT SUB-REGISTRAR
Endorsement Page 2 of 2

30/06/2011 12:27:00



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

Endorsement For Deed Number : I - 07381 of 2011
(Serial No. C7679 of 2011)

On

Payment of Fees:

On 24/06/2011

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

Presented for registration at 18.50 hrs on :24/06/2011, at the Private residence by Ranjit Jhajharia , one of the Executants.

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

Execution is admitted on 24/06/2011 by

1. Sanjay M. Bavishi
Director, Kruti Vyapaar Pvt. Ltd., P-15, India Exchange Place Ext., District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700075 .
, By Profession : Business
2. Sharad Bhotika
Director, Empro Business Pvt. Ltd., 5/1 A, Hungerford St., Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pir :-700017 .
Director, Gaylord Vinimay Pvt. Ltd., 5/1 A, Hungerford St., Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pir :-700017 .
, By Profession : Business
3. Ranjit Jhajharia
Director, Shield (Shield) Merchandise Pvt. Ltd. 5/1 A, Hungerford St., Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Business
Identified By Amit Koticha, son of Mukesh C. Koticha, 5, J. B. S. Haldan Avenue, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700105 , By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 27/06/2011

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.-5969691/-

Certified that the required stamp duty of this document is Rs.417898 /- and the Stamp duty paid as: Impressive Rs.- 500/-

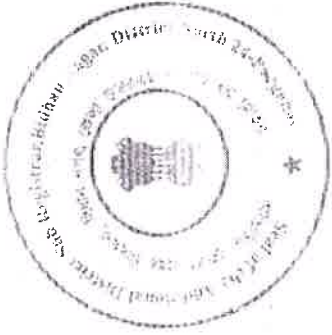


On 30/06/2011

(Debasish Dhar)
Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 8837 to 8863
being No 07381 for the year 2011.



(Debasish Dhar) 30-June-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal



DATED THIS 24th DAY OF JUNE, 2011

BETWEEN

KRUTI VYAPAAR PVT. LTD.
EMPRO BUSINESS PVT. LTD.
GAYLORD VINIMAY PVT. LTD.
SHIELD-MERCHANDISE PVT. LTD.
Vendors

AND

RAVI KUMAR DUGAR
MR. DINESH KUMAR AGARWAL

Purchasers

DEED OF CONVEYANCE

