

P-08645



F 584012

पश्चिम बंगाल WEST BENGAL

9-017054/12

v.c. - 3141/12

आ. नं. 3141/12

Certify that the document is admitted to registration. The signature sheets and the endorsements are the part of this document.

[Handwritten Signature]

Dist. Sub-Registrar
Bidhannagar, (Salt Lake City)

- 9 JUL 2012

THIS INDENTURE OF CONVEYANCE made this the 5th DAY
OF July TWO THOUSAND AND TWELVE BETWEEN

STOS 2012 22

37

2-05-2012

BAPI DAB
Advocate
Allpore Police Court
Kolkata-700027

Value of N. J. Stamp Rs. 50/-
Name of Purchaser: _____
Address: _____

Handwritten signature
G. MUKHERJEE
Sales Vendor S.R.O. Bidder Index

Pravin bond

12976



The Sunflower Realcon Pvt. Ltd.

Pravin bond
Director

(PRAVIN bHO.)

Identified. By me: -

Manglesh K. Mahata
(Manglesh K. Mahata)
S/o LATE S M MAHATA
76, Benbrick Street

Kolkata-700001.

occ. Idwiness



Add. District Sub-Registrar
Bidhannagar, (Salt Lake City)

5 JUL 2012

M/s SUNFLOWER REALCON PVT. LTD. [Income Tax PAN No.AAMCS3856M] a private limited company incorporated under the provisions of the Companies Act 1956 and having its registered office at 8 Ho Chi Minh Sarani, Kolkata - 700071, represented by its Director Sri Pravin Baid, son of Rajendra Kumar Baid, residing at 10E, Marlin Fesidency, 26, P. A. Shah Road, Kolkata - 700 033, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, legal representatives, executors, administrators, nominees, successors and/or assigns) of the **ONE PART**

AND

[1] TOPSTAR CONCLAVE PVT. LTD., (INCOME TAX PAN:AAECT1609E) a Private Limited Company incorporated under the provisions of the Companies Act, 1955 and having its registered office at 30, Chittaranjan Avenue Kolkata - 700012, represented by its Authorised Signatory **Mr. Ajay Tiwari**, son of Sri J. P. Tiwari, residing at 343 G. T. Road, Salkia, Howrah - 711 106 **AND [2] ADINATH INFRACON PVT. LTD., (INCOME TAX PAN: AAICA2133K)** a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 36/1A, Elgin Road Kolkata - 700020, represented by its Authorised Signatory **Mr. Prakash Kumar Bhimrajka**, son of Late Bajrang Lal Bhimrajka working for gain at 36/1A, Elgin Road, Kolkata - 700 020, hereinafter called and referred to as the **PURCHASERS** (which terms and expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-interest/office and/or assigns) of the **THIRD PART**

W H E R E A S:

1. One Prasadmoyee Mondal of Mouja Mahishbathan, Post Office Krishnapur Police Station Bidhannagar East, District : 24 Parganas (North) was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **all that** piece and parcel of revenue paying Sali land measuring **20.00 Decimals** out of **116 Decimals** in aggregate more or less and comprised in **R.S. Dag No. 478** corresponding to **R.S. Khatian No. 50** lying and situate at Mouza - Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, R.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [East]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Sat Lake City and in the District of 24 Parganas (North) and recorded her name in the records of right of the government of West Bengal upon payment of proportionate revenue at the office of the BL & LRO Rajarhat as also mutated her name in the records of the Bidhannagar municipality upon payments of proportionate rates and taxes (herein after referred to as the said **ENTIRE LAND**).



Addl. District Sub-Registrar
Bidhannagar (Salt Lake City)

5 JUL 2012

2. While being seized and possessed of the said Entire Land the said Prasadmayee Mondal died intestate and was survived by her six sons namely which included, Basanta Mondal as her only heirs and/or legal representatives to her estate.
3. A suit for partition being Title Suit No. 111 of 2004 was filed by the said Basanta Mondal as against Kartick Mondal and Others in the Court of the Ld. First Civil Judge (Jr. Div) at Barasat 24 Parganas North and the said suit was decreed on the basis of a terms of settlement filed by the parties. In the settlement arrived at it was held that the said Basanta Mondal would exclusively become entitled to all that piece and parcel of revenue paying Sali land measuring **9.92 Decimals** (equivalent to six cottahs) out of **20.00 Decimals** in aggregate more or less and comprised in **R.S./L.R. Dag No. 478** corresponding to **L.R. Khatian No. 109** (Previous R.S. Khatian No. 50) lying and situate at Mouza – Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, R.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [East]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City and in the District of 24 Parganas (North) (herein after referred to as the said **LAND**).
4. By and under a Deed of Conveyance dated the 12th day of February 2009 made between the said Basanta Kumar Mondal, therein referred to as the Vendor of One Part and Vendor herein, therein referred to as the Purchaser of the Other Part and registered at the Additional District Sub-Registration Office Bidhannagar Salt Lake City and recorded in Book No.1, **Being No. 1307** for the year 2009, the said Basanta Kumar Mondal sold, transferred, conveyed, granted, assigned and assured unto and in favour of the Vendor herein all that piece and parcel of revenue paying Sali land measuring **all that** piece and parcel of revenue paying Sali land measuring **9.92 Decimals** (equivalent to six cottahs) out of **20.00 Decimals** in aggregate more or less and comprised in **R.S./L.R. Dag No. 478** corresponding to **L.R. Khatian No. 109** (Previous R.S. Khatian No. 50) lying and situate at Mouza – Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, F.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [East]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City and in the District of 24 Parganas (North) morefully and particularly described and mentioned in the Schedule thereunder written, absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, mortgages, acquisition, requisition, debutter or trust whatsoever, at or for a consideration therein mentioned.
5. The Vendors herein have agreed to sell and transfer and the Purchasers have agreed to purchase out of the said Entire Land and acquire **ALL THAT** piece and parcel of revenue paying Sali land measuring **9.92 Decimals** (equivalent to six cottahs) out of



✓
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

✓
6 JUL 2012

20.00 Decimals in aggregate more or less and comprised in **R.S./L.R. Dag No. 478** corresponding to **L.R. Khatian No. 109** (Previous R.S. Khatian No. 50) lying and situate at Mouza – Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, R.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [East]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City and in the District of 24 Parganas (North) (which is morefully and particularly described and mentioned in the **SCHEDULE**, hereunder written) (herein after for the sake of brevity referred to as the **SAID LAND**), at and for a consideration of **Rs.60,00,000/- [Rupees Sixty Lakhs Only]** and subject to the terms and conditions hereinafter appearing.

6. At or before the execution of these presents the **Vendor** herein has assured, declared and represented to the Purchaser as follows (hereinafter referred to as **The Representations**).

a) THAT the said **LAND** is free from all encumbrances including but **NOT** limited to charges, liens, lis-pencens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;

II. THAT the **Vendor** holds free and marketable title in respect of the said **LAND**;

III. THAT save and except the **Vendor** nobody has any right, title and interest of any nature whatsoever and howsoever in the said **LAND**;

IV. THAT the **Vendor** [or **Vendor's** predecessor-in-interest] exercised his option to retain the said **LAND** by submission of Form 'B' under the West Bengal Estates Acquisition Act, 1953 **OR** the said **LAND** described in the **Schedule** hereunder written stands retained by the then raiyat not having agricultural land beyond the ceiling of the predecessor-in-interest as the case may be;

V. THAT the said **LAND** described in the **Schedule** hereunder written has been recorded in the finally published in the khanda-khatian of the **Vendor** [or **Vendor's** predecessor-in-interest] as the case may be;

VI. THAT the said **LAND** described in the **Schedule** hereunder written stands retained by the **Vendor** through operation of family ceiling as envisaged in Chapter II-B of West Bengal Land Reforms Act;



Addl. District Sub-Registrar
Bidhannagar (Salt Lake City)

5 JUL 2012

- VII. THAT the **Vendor** is not member of Scheduled Caste or Tribe and hence is not required to obtain previous permission in writing from the Revenue Officer under Section 14C of West Bengal Land Reforms Act, for transfer of the said **LAND**;
- VIII. THAT the **Vendor** has not entered into any Agreement for Sale or lease or transfer in any other manner whatsoever in respect of the said **LAND** with any other person or persons save and except the **Purchasers** herein;
- IX. THAT the **Vendor** is and his predecessors-in-title were in uninterrupted and/or undisputed Khas possession of the said land without any right or any claim whatsoever of any third party.
- X. THAT all rates, charges, taxes, cess and all other-outgoings levied, charged or imposed by any public body or authority including the concerned municipality in respect of the said **LAND** has been duly paid till date and no amount thereof remaining outstanding and in case it is outstanding, the same shall be paid by the **Vendor** forthwith on demand without any demur. The **Vendor** also agree to pay all such outgoing which may be levied with retrospective effect in future by the authorities;
- XI. THAT the said **LAND** or any part or portion thereof is not subject to any notice of acquisition or requisition neither the **Vendor** has been served with any notice of acquisition or requisition under the Land Acquisition Act or under any notification, rules, and regulation whatsoever nor the same is subject to any attachment under the Public Demand Recovery Act, Income Tax, or any other law for the time being in force;
- XII. THAT there is no Bargadar and/or Bhagchasi [be it recorded in the R.O.R. or not] into or upon the said **LAND** or any part or portion thereof;
- XIII. THAT the **Vendor** [or **Vendor's** predecessor-in-interest] nor any body claiming from or under them nor any of them have or has granted any right of way or easement or license or created any other type of right or rights whatsoever and howsoever to or in favour of any person or persons, company or corporation or in respect of the land or any part of portion thereof nor such right has become effective by prescription or otherwise; howsoever and that the owners or occupiers of the adjoining lands or the public do not use or have any lawful access to any part of the said **LAND** for passing and re-passing between any points within the **LAND** or for water line, drainage line, or for any other purpose whatsoever;



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

26 JUL 2012

XIV. THAT no part or portion of the said **LAND** can be deemed to be vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and liable to be surrendered / acquired thereunder;

XV. THAT the said **LAND** is or any part or portion thereof is subject to any proceedings under any law for the time being in force. There is no decree, attachment or any other order of any court or authority operating against the **Vendor** or the said **LAND** or part or portion thereof, which has the effect of prevailing or restraining the **Vendor** in dealing with and/or disposing of the said **Land** which can prejudicially affect the title to the same;

XVI. THAT the **Vendor** is in possession, power or control of the documents of title and further confirm that no document of title has been delivered, deposited or handed over by the **Vendor** or any predecessors-in-title to any person whomsoever with a view to creating security, charge or lien thereon;

XVII. THAT the **Vendor** has agreed to indemnify and keep indemnified the **Purchasers** against any loss, damage (immediate, remote or consequential) action, claim, suit, proceedings, cost charges and expenses in respect of anything and everything stated herein and as regards any hidden defect in title of the **Vendor** of any nature whatsoever and properties of the **Vendor** shall be liable and responsible for discharge of the indemnity;

XVIII. THAT the **Vendor** is lawfully seized and possessed of or otherwise well and sufficiently to the said **LAND** described in the **Schedule** hereunder written;

XIX. THAT the **Vendor** is fully entitled and legally capable to sell and transfer the said **LAND** described in the **Schedule** hereunder written in favour of the **Purchasers**;

XX. THAT there is no legal bar or impediment under the provisions of any law or rule framed there-under and for the time being in force, in the **Vendor** effecting sale and transfer of the said **Land** in favour of the **Purchasers**;

8. Relying upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting on faith thereof the **Purchaser** has accepted the offer of the **Vendors** and agreed to purchase and acquire the said **LAND** from the **Vendor** at or for a **TOTAL CONSIDERATION** as aforesaid on the terms and conditions hereinafter recorded;

NOW THIS INDENTURE WITNESSETH that pursuant to the **Representations** and Offer made by the **Vendor** to the **Purchaser** and the **Purchaser**, having relied upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

- 5 JUL 2012

on faith thereof and thereafter having accepted the offer of the **Vendor** and in further consideration of a sum of **Rs.60,00,000/-[Rupees Sixty Lakhs Only]** of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release exonerate and discharge the Purchasers and the said Land hereby intended to be sold transferred and conveyed) the Vendors do and each of them doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser **ALL THAT** piece and parcel of revenue paying Sali land measuring **9.92 Decimals** (equivalent to six cottahs) out of **20.00 Decimals** in aggregate more or less and comprised in **R.S./L.R. Dag No. 478** corresponding to **L.R. Khatian No. 109** (Previous R.S. Khatian No. 50) lying and situate at Mouza - Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, R.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [East]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City and in the District of 24 Parganas (North), morefully and particularly mentioned and described in the **SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the said **LAND** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all structures, sheds, corrections, yards, courtyards, areas, sewers, drain, ways water, courses, ditches, fences, paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever howsoever thereto or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the said **LAND** and every part or portion thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendors into or upon and in respect of the said **LAND** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds paths muniments and evidences of title which are anyways exclusively relates to or concerns the said **LAND** or any part or parcel, thereof which now are or hereinafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said **LAND** hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, easements and lispenses whatsoever.



Addl. District Sub-Registrar
Biddhannagar (Salt Lake City)

5 JUL 2012

II. **AND THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- a. **THAT NOTWITHSTANDING** any act, deed matter or thing whatsoever by the **Vendor** done or executed or knowingly suffered to the contrary the **Vendor** is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said **LAND** together with all the structures and appurtenances thereto hereby sold, granted, conveyed, transferred, assigned and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;
- b. **THAT NOTWITHSTANDING** any act, deed or thing or committed by the **Vendor** or any of his/her ancestors or predecessors-in-title the **Vendor** has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure the said **LAND** and the rights properties appurtenances hereditament and premises hereby sold transferred and conveyed unto the **Purchasers** in the manner aforesaid;
- c. **THAT NOTWITHSTANDING** anything contained herein, the said **LAND** shall always be put to use for such purposes as the **Purchasers** deems fit and proper in accordance with law;
- d. **AND THAT** the said **LAND** together with structures appurtenant thereto hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but **NOT** limited to charges, liens, lispendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the **Vendor** or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the **Vendor** in the said land together with structures appurtenant thereto hereby sold in the manner aforesaid.
- e. **AND THAT** the **Purchasers** shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the **Vendor** or any person or persons lawfully claiming through from under or in law or trust for the **Vendor** or any of his/her/their ancestors or predecessors-in-title.
- f. **AND FURTHER THAT** the **Vendor** and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the said **LAND** together with structures



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

5 JUL 2012

appurtenant thereto hereditament and premises or any part or portion thereof through under or in trust for the **Vendor** or any of his/her/their ancestors or predecessors-in-title shall and will from time to time and at all times hereafter at the request cost and expenses of the **Purchasers** make, do, execute and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and confirming the said **LAND** unto and to the use and benefit of the said **Purchasers** forever in the manner as aforesaid, as the said **Purchasers** shall or may reasonably require **AND FURTHER MORE THAT** the **Vendor** shall at all times hereafter indemnify and keep indemnified the **Purchasers** against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in title of the **Vendor** or any breach of the covenants hereunder contained;

g. **AND ALSO** the **Vendor** has not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and whereunder the said **LAND** together with structures appurtenant thereto hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise;

h. **AND THAT** the **Vendor** shall and will make and affirm such affidavit or affidavits and sign all papers and documents as necessary for the purpose of effecting mutation of the **Purchasers'** name in the records of Block Land & Land Revenue Officer and/or concerned Municipality and/or also with such other statutory body or bodies.

i. **AND** the **Vendor** doth hereby further covenant and assure the **Purchasers** that he/she/they hath not encumbered the said land together with structures appurtenant thereto hereditament and premises in any way and hath full right and absolute authority and power to sell the same in the manner aforesaid and for any reason whatsoever if the **Purchasers** are dispossessed and/or deprived of full enjoyment of the said **LAND** together with structures appurtenant thereto hereditament and premises or any part or parcel thereof the **Vendor** shall and will indemnify the **Purchasers** entirely for the losses and damages to be suffered by it in respect of the said **LAND** together with structures appurtenant thereto hereditament and premises hereby sold;

j. **AND THAT** the **Purchasers** herein shall be free clear and absolutely discharged saved harmless and kept indemnified against all estates, charges and encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever created occasioned or



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

5 JUL 2012

made by the **Vendor** or any person or persons lawfully or equitably claiming as aforesaid;

- k. AND FURTHER THAT** the **Vendor** doth hereby declare and confirm that he/she/they do not hold any excess vacant land within the meaning of West Bengal Land Reforms Act 1955 and also Urban Land (Ceiling & Regulation) Act 1976, both as amended up to date;
- l. AND FURTHER THAT** the **Vendor** shall and will pay all outstanding Municipal District Board and/or Panchayat rates and taxes Government Revenues and all other impositions whatsoever due and payable by the Vendors or any of his/her/their ancestors or predecessors-in-title up to the date of these presents;
- m. AND** the **Vendor** has agreed to indemnify and keep the **Purchasers**, its successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings;
- n. AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Vendor** covenant and assured the **Purchasers** that all title deeds, muniments, papers, documents and receipts in respect of the said **LAND** hereby conveyed to the **Purchasers** hereto has long been destroyed and/or lost from the possession power and control of the predecessor-in-title of the Vendors herein and as such the Vendor herein represents and undertakes to keep the **Purchasers** indemnified saved and harmless against any actions, proceedings, suits, loss, damages, impositions, claims arising out of any issues relating to defect in title of the said land.
- o. AND THAT** the **Vendor** also declares and confirms that he/she/they are in khas and vacant possession of the said **LAND** together with structures appurtenant thereto and no one else have any right or interest therein or on any part or portion thereof as occupant or otherwise.
- p. AND THAT** the **Vendor** herein declares and confirms that the said **LAND** more fully and particularly mentioned and described in the **SCHEDULE** hereunder written has got no claim whatsoever with any Government Body and/or statutory body and/or any agency under the Government.
- q. AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Vendor** covenant and assured the **Purchasers** that all title deeds, muniments, papers, documents and receipts in respect of the said **LAND** hereby conveyed to the **Purchasers** hereto and more fully and particularly mentioned and described in the **Schedule** hereunder written shall remain in custody, control and power of the **Vendor** herein fully secured, saved harmless, un-obliterated and un-defaced with



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

5 JUL 2012

the covenant for production, inspection maintenance and security and the **Purchasers** herein shall have the right and power to take inspection thereof or obtain extracts therefrom at its own costs and expenses at all times upon forty eight hours prior notice in writing to the **Vendor** herein, and the **Vendor** shall produce the original of these presents to all courts of law, tribunals, arbitration proceeding and other places at all times upon request and cost of the **Purchasers** herein upon forty eight hours prior notice in writing.

r. **AND THAT** it is deemed that the **Vendor** simultaneously with the execution of these presents the **Vendor** has put the **Purchasers** into actual, physical, vacant and peaceful possession of the said **LAND** in implementation of these presents and the covenants as recorded herein.

AND THE VENDOR doth hereby assure and covenant with the **Purchaser** that in the event of there being any defect in title and/or any claim from any third Party, or any of the representations is found to be incorrect or false, the **Vendor** shall cause such defect to be removed, remedied and for such purposes sign, execute and register all such deeds of rectification and/or declaration and/or amendment and have agreed to keep the **Purchaser** saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings arising out of such defect in title and/or misrepresentation **AND** if for any reason whatsoever the **Vendor** fails to execute and register such deeds of rectification and/or declaration and/or amendment, under such eventuality the **Vendor** herein authorize and/or empower the **Purchaser** to represent the **Vendor** as his/her/their/its constituted attorney and present for registration such deeds of rectification and/or declaration and/or amendment before the concerned registering authority or authorities;

AND THAT the **Vendor** never held and do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Land Reforms Act as amended upto date **AND THAT** no certificate proceedings and/or notice or attachment is subsisting under the Income Tax Act, 1961 **AND THAT** no notice, which is or may be subsisting has been served on the **Vendor** for the acquisition or the said **LAND** or any part or portion thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the **Vendor** has no knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said **LAND** or any part or portion thereof **AND THAT** no suit and/or proceeding is pending in any Court of law affecting the said **LAND** or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority **AND FURTHER THAT** the **Vendor** and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said **LAND** or any part or



✓
Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

5 JUL 2012

portion thereof from through under or in trust for the **Vendor** shall and will from time to time and at all times hereafter at the request and cost of the **Purchasers** make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **LAND** and every part or portion thereof unto and to the use the **Purchasers** as shall or may be reasonably required.

AND FURTHER THAT Schedules and Plans annexed hereto form and constitute as an integral part of this Deed and while constructing and/or interpreting the meaning of this Deed the same shall be relied upon;

Simultaneously with the execution of this Deed of Conveyance the **Vendor** has made over to the **Purchasers** the actual, physical, vacant and peaceful possession of the said **LAND**;

AND IT IS HERBY FURTHER AGREED AND DECLARED by and between the parties hereto that the **Purchasers** as the Constituted Attorneys and/or Authorized Representatives of the **Vendor** is hereby authorized and shall be entitled:

1. To commence prosecute or defend or intervene or to take part or abandon or withdraw or compromise in any suit, action appeal matter or other legal proceedings in any Courts, either Civil or Criminal or before Income Tax Officer and Wealth Tax officer or before the Tribunal or the Board of Revenue or BL & LRO or before the Municipal Commissioner or the Assessor Collector of the concerned municipality that may be necessary for the management of our affairs arising out of the said Land and for that purpose to engage and employ Advocates or Solicitors or such other Law officers and Agents and sign Vakatanamas, powers and sign and verify such plaints, written statements, petitions, affidavits, verifications, tabular statements and other necessary cause papers in any suit matter, motion, appeal or proceeding and to present any documents, pleadings and other instruments in writing in our names and on our behalf and to appear and make statements on oath or otherwise and to give evidence on our behalf in relation to our affairs arising out of the said Land and also to obtain legal advice in any matter as our said attorneys shall think fit and proper;
2. To cause the sanction of structural plans or building plans or to be revalidate/modify/alter and to pay fees, costs, charges for such sanction / revalidation / modification / alteration of such structural plan or building Plans to be sanctioned by the competent authority.
3. To appoint Architect or Architects, Engineers, Surveyors and to have surveyed and soil-tested of the said **LAND** as necessary and for that purpose to make all necessary correspondences with the authorities concerned.



✓
Addl. District Sub-Registrar
Bidhannagar, Salt Lake City

5 JUL 2012

4. To sign, execute and submit all necessary papers, application, documents, statements, undertakings, declaration and map or plans as may be required for having the map/plan or plans in respect of the said **LAND** and also for sanction by the Competent Authority and/or any other Authority or Authorities having jurisdiction in this regard.
5. To appear and represent before all the appropriate authority or authorities including the Municipality, Panchayat, Police Department, Block Land & Land Reforms Officer or its superior authorities, District Magistrate / Collector in connection with the mutation and conversion of the said **LAND**, and/or change in use and character of the said **LAND** in the Land Records of the Govt. of West Bengal;
6. To pay all rates, taxes, charges, expenses and other outgoings whatsoever for and on account of the said **LAND** or any part thereof (and similarly to receive excess payments receivable from concerned Authorities for and on account of the said **LAND** or any part thereof).
7. To appear and represent and sign on behalf of the **Vendor** before all authorities including those under the Municipality for fixation and/or finalisation of the annual valuation of the said **LAND** and for that purpose to sign, execute, register and submit necessary papers and documents and to do all such other acts, deeds and things as the said Attorney may deem fit and proper.
8. To obtain mutation of the said **LAND** in the records of the BL & LRO or any other authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
9. To obtain change in use and character of the **LAND** contained in the said Land from the Office of the BL& LRO and/or any other competent authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
10. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the **Vendor** could do in person.



Addl. District Sub-Registrar
Bidhannagar, Salt Lake City,

5 JUL 2012

THE SCHEDULE ABOVE REFERRED TO
(SAID LAND)

ALL THAT piece and parcel of revenue paying Sali land measuring **9.92 Decimals** (equivalent to six cottahs) out of **20.00 Decimals** in aggregate more or less and comprised in **R.S./L.R. Dag No. 478** corresponding to **L.R. Khatian No. 109** (Previous R.S. Khatian No. 50) lying and situate at Mouza - Mahishbathan, J.L. No. 18, Touzi No. 145 & 196, R.S. No. 109, within the territorial jurisdiction of Rajarhat Police Station (Presently Bidhannagar [Ecst]), within the local limits of Bidhannagar Municipality and within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City and in the District of 24 Parganas (North), a detail whereof is set out herein after.

| Sl. No. | R.S. Dag No. | L.R. Dag No. | L. R. Khatian No. | Nature of Land | Total Area in Dag (Decimal) | Share Conveyed | Area conveyed (Decimal) |
|-------------------|--------------|--------------|-------------------|----------------|-----------------------------|----------------|-------------------------|
| 1 | 478 | 478 | 1491 | Sali | 117.00 | C.0848 | 9.92 |
| TOTAL AREA | | | | | | | 9.92 |

And upon payment of proportionate annual revenue and/or taxes is payable to the Government of West Bengal at the Office of the BL & LRO Rajarhat as also upon payment of proportionate taxes with the concerned Gram Panchayat.

OR HOWSOEVER OTHERWISE the said **R.S./L.R. Dag No. 478** is morefully and more clearly shown and delineated in the map or plan annexed hereto and thereon bordered **RED**.

OR HOWSOEVER OTHERWISE the said **R.S./L.R. Dag Nos. 478** is butted and bounded in the manner as set out hereinafter

DAG NO. 478

ON THE NORTH : By Dag No. 495 and 493
 ON THE EAST : By Dag No. 492
 ON THE SOUTH : By Dag No. 546
 ON THE WEST : By Dag No. 478



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

5 JUL 2012

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribes their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by

the above named **VENDOR** in the presence of:

1. *Lalnglesh K. Mahata.*
S/o. Late S.M. Mahata
76, Dem trick Street,
Kolkata: 700001.

2. *Ratan Kumar Samanta*
Silvan Street, B.I.D
Area 66
S, J B S, Madan Avenue,
Kolkata 700105.

For Sunflower Realcon Pvt. Ltd.
Pravin Baid
Director

(PRAVIN BAID)

10
11
12
13
14
15
16
17
18
19
20



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)
5 JUL 2012

RECEIVED of and from the with n-named PURCHASERS the within-mentioned sums of **Rs.60,00,000/- [Rupees Sixty Lakhs Only]** being the consideration money payable under these presents as per memo below:

Rs.60,00,000.00

[Rupees Sixty Lakhs Only]

MEMO OF CONSIDERATION

| Sl No. | Date | Cheque No. | Issued by [Purchaser] | Favouring | Bank | Amount |
|--------------|------------|------------|---------------------------|----------------------------|--|---------------------|
| 1 | 05-07-2012 | 000012 | Topstar Conclave Pvt. Ltd | Sunflower Realcon Pvt. Ltd | BANK OF INDIA CHOWRINGHEE BRANCH. | 30,00,000.00 |
| 2 | 05-07-2012 | 734258 | Adinath Infracon Pvt. Ltd | Do | Punjab & Sind Bank. Chowringhee Rd. Pvt. | 30,00,000.00 |
| TOTAL | | | | | | 60,00,000.00 |

For Sunflower Realcon Pvt. Ltd.

Haim band
Director

SIGNATURE OF THE VENDOR

Witnesses:

- 1) *Lalghul kr. Haldar*
- 2) *Ratan Kumar Sanyal*

Prepared in my office

Pratit Chakraborty
Pratit Chakraborty
Advocate

Alipore Police Court
Kolkata - 700 027



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

5 JUL 2012

Site Plan For L.R.Dag no. 478

Mouza Mahishbathan, J.L. No. 18, L.R.Khatian No.- 1491

Police Station - Electronic Complex, District North 24 Parganas

Area Sold - 9.92 decimals



For Sunflower Realcon Pvt. Ltd.

Pran Kumar
Director



.....
Signature of Vendors



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)





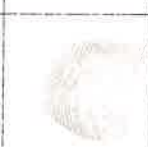


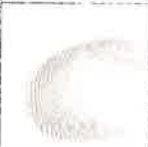


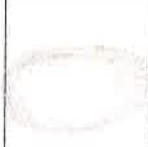
5 JUL 2012

SPECIMEN FORM FOR TEN FINGER PRINTS

| | | | | | |
|---|---|--|---|---|---|
|  |  |  |  |  |  |
| |  |  |  |  |  |









Name Praveen Kumar Sharma
POI PRINATA INFRACON PVT. LTD.

Signature Praveen Sharma
Praveen/Authorised Signatory

| | | | | | |
|---|---|--|---|---|---|
|  |  |  |  |  |  |
| |  |  |  |  |  |

Name AJAY TIWARI
TOPSTAR CONCLAVE PVT. LTD.

Signature Ajay Tiwari
Authorised Signatory

| | | | | | |
|---|---|--|---|---|---|
|  |  |  |  |  |  |
| |  |  |  |  |  |

Name PRAVIN SAID

Signature Pravin Said



✓
Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

5 JUL 2012



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

Endorsement For Deed Number : I - 08645 of 2012
(Serial No. 09380 of 2012)

On

Payment of Fees:

On 05/07/2012

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

Presented for registration at 21.00 hrs on 05/07/2012, at the Private residence by Pravin Baid ,Executant.

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

Execution is admitted on 05/07/2012 by

1. Pravin Baid

Director, M /s Sunflower Realcon Pvt Ltd, 8 Ho Chi Minh Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700071.
, By Profession : Others

Identified By M Nahata, son of Lt S Nahata, 76 B St, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/07/2012

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.-85,67,273/-

Certified that the required stamp duty of this document is Rs.- 599729 /- and the Stamp duty paid as: Impressive Rs.- 500/-

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 09/07/2012

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, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 94251.00/-, on 09/07/2012

(Under Article : A(1) = 94237/- ,E = 14/- on 09/07/2012)

Deficit stamp duty



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

Endorsement For Deed Number : I - 08645 of 2012

(Serial No. 09380 of 2012)

Deficit stamp duty

1. Rs. 11730/- is paid, by the draft number 967505, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
2. Rs. 49000/- is paid, by the draft number 967510, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
3. Rs. 49000/- is paid, by the draft number 967446, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
4. Rs. 49000/- is paid, by the draft number 967457, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
5. Rs. 49000/- is paid, by the draft number 967471, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
6. Rs. 49000/- is paid, by the draft number 967468, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
7. Rs. 49000/- is paid, by the draft number 967464, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
8. Rs. 49000/- is paid, by the draft number 967501, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
9. Rs. 49000/- is paid, by the draft number 967461, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
10. Rs. 49000/- is paid, by the draft number 967462, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
11. Rs. 49000/- is paid, by the draft number 967463, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
12. Rs. 49000/- is paid, by the draft number 967451, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012
13. Rs. 49000/- is paid, by the draft number 967452, Draft Date 07/07/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 09/07/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

DATED THIS DAY OF 5th July, 2012

BETWEEN

SUNFLOWER REALCON PVT. LTD.

..... VENDOR

- AND -

TOPSTAR CONCLAVE PVT. LTD

ADINATH INFRACON PVT. LTD

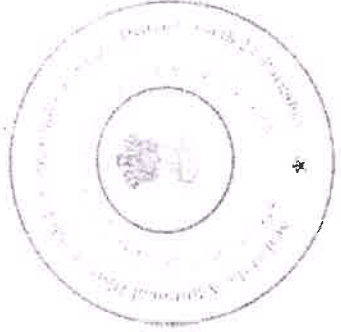
..... PURCHASERS


DEED OF CONVEYANCE



Certificate of Registration under section 60 and Rule 69.

Registered in E-book - I
CD Volume number 12
Page from 12716 to 12734
being No 08645 for the year 2012.




(Debasish Dhar) 12-July-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.F., BISHAN NAGAR
West Bengal