


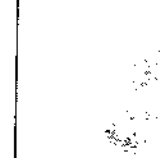

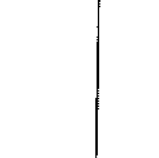



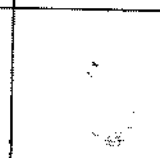
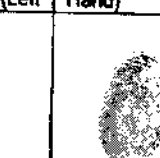







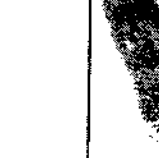







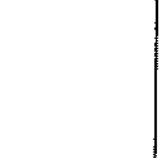


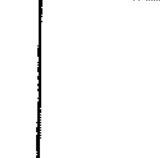
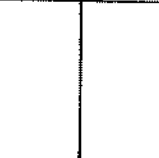









# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presenters					
  <i>Arjun Singh</i> <i>Prakash Singh</i>						
	Little	Ring	Middle	Fore	(Left Hand)	
						
	Thumb	Fore	Middle	Ring	(Right Hand)	
  <i>Rohit Singh</i>						
	Little	Ring	Middle	Fore	(Left Hand)	
						
	Thumb	Fore	Middle	Ring	(Right Hand)	
						
	Little	Ring	Middle	Fore	(Left Hand)	
						
	Thumb	Fore	Middle	Ring	(Right Hand)	



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Registrar UIS 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014



Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03104 of 2014  
(Serial No. 02765 of 2014 and Query No. 1502L000006361 of 2014)

On 05/05/2014

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

Presented for registration at 17.25 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

**Admission of Execution(Under Section 53,W.B.Registration Rules,1962)**

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahamad Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed . Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Anirban Bhattacharya  
Authorized Signatory, Kalakriti Housing Private Limited( A A F C K 4452 J), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Business  
Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 27451.00/-, on 06/05/2014

( Under Article : A(1) = 27412/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**Certificate of Market Value(WB RUVR 1962)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,92,424/-

Certified that the required stamp duty of this document is Rs.- 124631 /- and the Stamp duty paid as: Impresive Rs.- 10/-



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 14:15:00





Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03104 of 2014  
(Serial No. 02765 of 2014 and Query No. 1502L000006361 of 2014)

**Deficit stamp duty**

Deficit stamp duty Rs. 124641/- is paid , by the draft number 2967139, Draft Date 05/05/2014. Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

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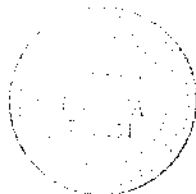


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 2111 to 2125  
being No 03104 for the year 2014.



(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

79AA 323864

Certified that the document is admitted to registration. The signature sheet, sheet's and the endorsement sheet's are filed with this document's registration file.

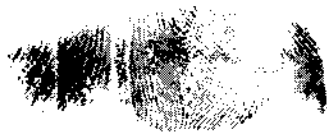
*[Signature]*  
 District Registrar II  
 West Bengal

**CONVEYANCE**

1. Date: 5th May, 2014.
2. Place: Kolkata
3. Parties

*[Handwritten signature]*  
*[Handwritten initials]*

Anilam Bhattacharya



1489

Moonlife Nirman Private Limited

Elegant Nirman Private Limited

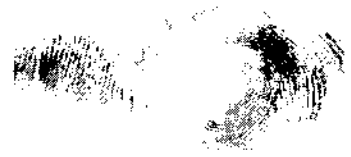
Anilam Bhattacharya

Director  
Authorized Signatory

SAHA & RAY  
Advocates  
3A/1, 3B/1, 10/1, Hastings Chambers  
7C, Khar, Sankar Ray Road  
Kolkata - 700011

NAME	.....
ADD.	.....
RS.	.....
- 2 APR 2014	
SURANJAN MIKHERJEE	
Licensed Stamp Vender	
C. C. Court	
2 & 3, 10, 31 Ray Road, Khar-1	

- 2 APR 2014  
- 2 APR 2014



1494



S. M. Ahmad

S. M. Ahmad  
S/o S. Rasid Ahmad  
P.O. + P.S. - Royidaha  
Dist - 24 Pgs (V)  
BUDIMAH

Registrar US 7(2)  
District Sub Registrar II  
24 Pgs (V) Barasat

05 MAY 2014

- 3.1 **Sekh Ohid Ahamad** *alias* **Haji Sekh Ohid Ahamad** *alias* **Abdul Ohid**, son of **Haji Sekh Abdul Rasid Ahamad** *alias* **Sekh Rasid Ahamad** *alias* **Sekh Rasid Ahamad Sekh**, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ACXPA2048K**)

(Vendor, includes successors-in-interest)

And

- 3.2 **Elegant Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AABCE5734F**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 **Moonlife Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM3314J**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

#### **5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchasers regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sahi* (agricultural) measuring 11.75 (eleven point seven five) decimal equivalent to 7 (seven) *cottah* 1 (one) *chittack* and 33.264 (thirty three point

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S. Ohid Ahamad



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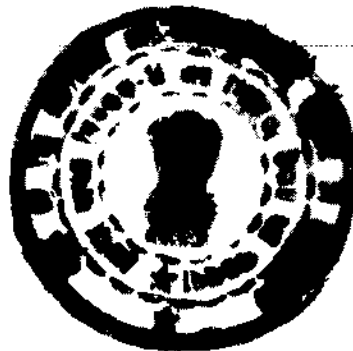
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014

two six four) square feet, more or less, being a portion of R.S./L.R. Dag No.478, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 21<sup>st</sup> May, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.49, at Pages 349 to 354, being Deed No.2421 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchasers regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

*(Signature)*



*dr*

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- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khata*, vacant, peaceful and physical possession and the Purchasers shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (Second Company) had contracted with the Purchasers to cause the sale of the Said Property to the Purchasers directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchasers by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the Schedule below, being land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of

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 S. Saha & Ray



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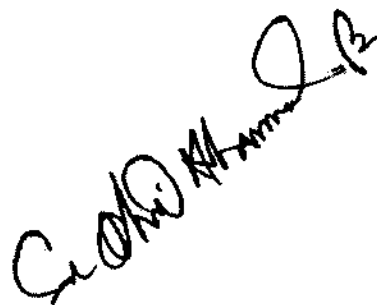
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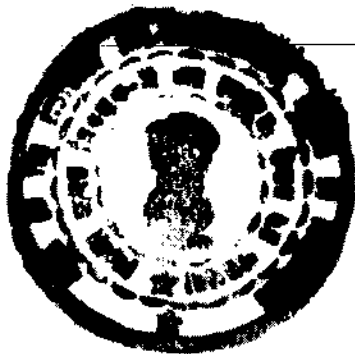
05 MAY 2014



R.S./L.R. *Dag* No.478, recorded in I.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated 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 whatsoever or howsoever nature of the **Vendor** in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
8. **Terms of Transfer**
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.



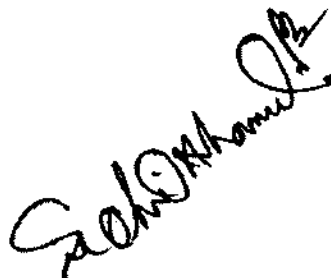


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Registrar U/S 7(2)  
District Sub-Registrar II  
24 Pgs (M. Barasa)

05 MAY 2014

- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *khaz*, vacant, peaceful and physical possession of the Said Property to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchasers as the constituted attorney of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchasers shall convert the nature of use and classification of the Said Property and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchasers as the constituted attorney of the Vendor 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 Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchasers.





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24 Pgs (II) Barasat

05 MAY 2016

- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

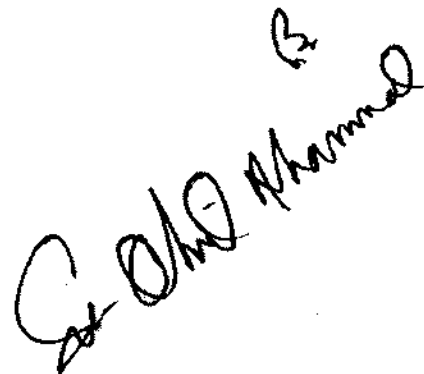
Land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* No.479
- On the East** : By land belonging to R.S./L.R. *Dag* No.480
- On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716
- On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475.

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	88/1	<i>Sali</i>	155	5.875	Sekh Ohid Ahamad <i>alias</i> Haji Sekh Ohid Ahamad <i>alias</i> Abdul Ohid
<b>Total Area of Land Sold:</b>					<b>5.875</b>	

7  
  
 Sekh Ohid Ahamad



*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2016

9. Execution and Delivery

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

*Sekh Ohid Ahamad*

**Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**

**[Vendor]**

**Elegant Nirman Private Limited  
Moonlife Nirman Private Limited**

*Ainban Bhattacharya*

**Authorized Signatory**

**[Purchasers]**

**Drafted by:**

*Somnath Banerjee*

**Somnath Banerjee, Advocate**

**Witnesses:**

Signature *Sekh Mohid Ahamad*  
Name *Sekh Mohid Ahamad*  
Father's Name *Sekh Rasid Ahamad*  
Address *P.O. - P.S. - Rajnand*  
*Dist - 24 P.S. (W)*

Signature *M. M. Uddin*  
Name *Mr. M. M. Uddin*  
Father's Name *Mr. M. Ashraf Uddin*  
Address *Village Raigachi*  
*P.O. & P.S. - Rajnand*  
*Dist (W) 24 P.S.*  
*49-135*



*dr*

Registrar U/S 7(2)  
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**Receipt and Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392441	03.05.2014	Axis Bank Limited, Kolkata Branch	24,92,424/-	Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid
		<b>Total:</b>	<b>24,92,424/-</b>	

*Sekh Ohid Ahamad*

**Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**

**[Vendor]**

**Witnesses:**

Signature *S. N. Ahmed*  
Name *S. N. Ahmed*

Signature *M. M. Uddin*  
Name *M. M. Uddin*


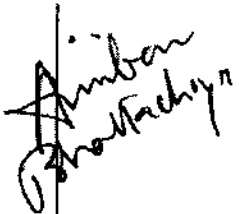
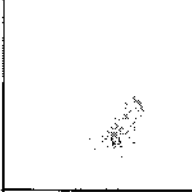

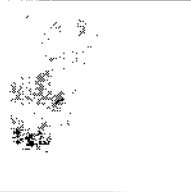
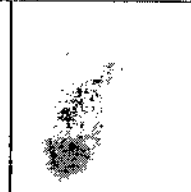
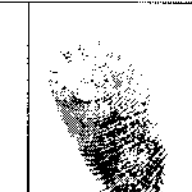

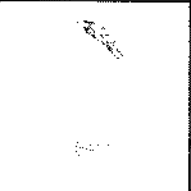

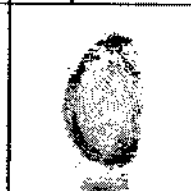
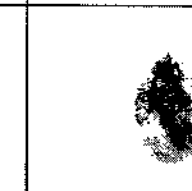

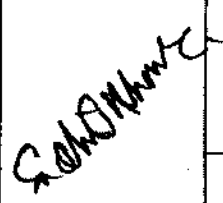

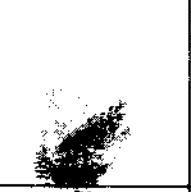


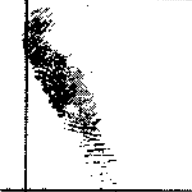


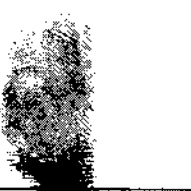
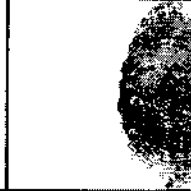
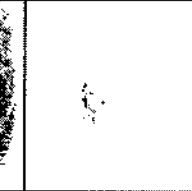
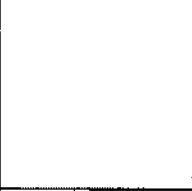
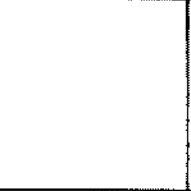

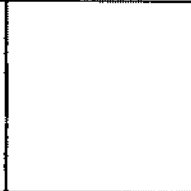

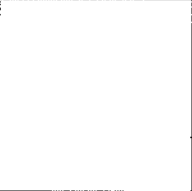
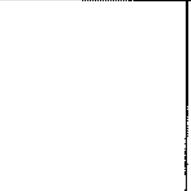

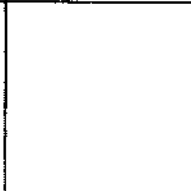
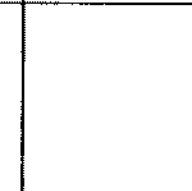


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Registrar U/S 7(2)  
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24 Pgs (N) Barasat

05 MAY 2014

# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

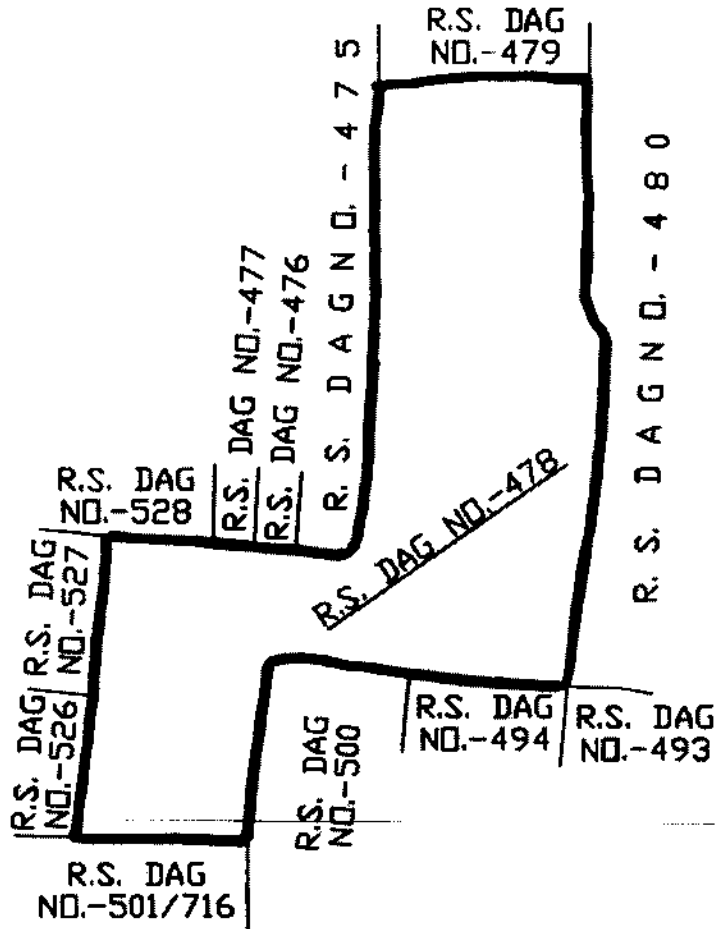
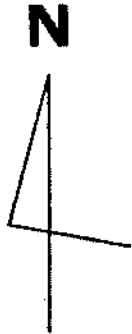


  
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014

SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 536/1,  
MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER  
RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-  
NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



S. Ahmed

Manojit Construction Private Limited  
Elegant Nirman Private Limited  
Anubam Bhattacharya  
Director

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 5.8750 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R.  
DAG NO.- 478.

SHOWN THUS:



*d*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Baraset

05 MAY 2014

100



Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03122 of 2014  
(Serial No. 02768 of 2014 and Query No. 1502L000006360 of 2014)

On 05/05/2014

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

Presented for registration at 17.30 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahamed Alias Haji Sekh Ohid Ahamed, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Anirban Bhattacharya  
Authorized Signatory, Elegant Nirman Private Limited( A A B C E 5734 F), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
  
Authorized Signatory, Moonlife Nirman Private Limited( A A I C M 3314 J F), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Business  
  
Identified By Sk Mohid Ahmed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**Certificate of Admissibility(Rule 49, 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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

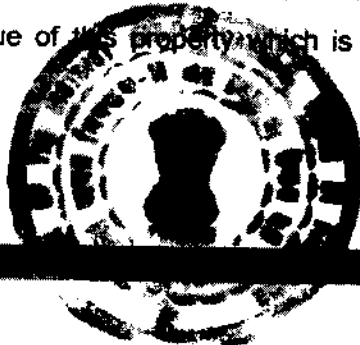
Amount By Cash

Rs. 27451.00/-, on 06/05/2014

( Under Article : A(1) = 27412/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**Certificate of Market Value(WB PUVI Rules, 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,92,424/-



( Supriya Chatterjee )  
DISTRICT SUB-REGISTRAR-II







Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03122 of 2014  
(Serial No. 02768 of 2014 and Query No. 1502L000006360 of 2014)

Certified that the required stamp duty of this document is Rs.- 124631 /- and the Stamp duty paid as:  
Impresive Rs.- 10/-

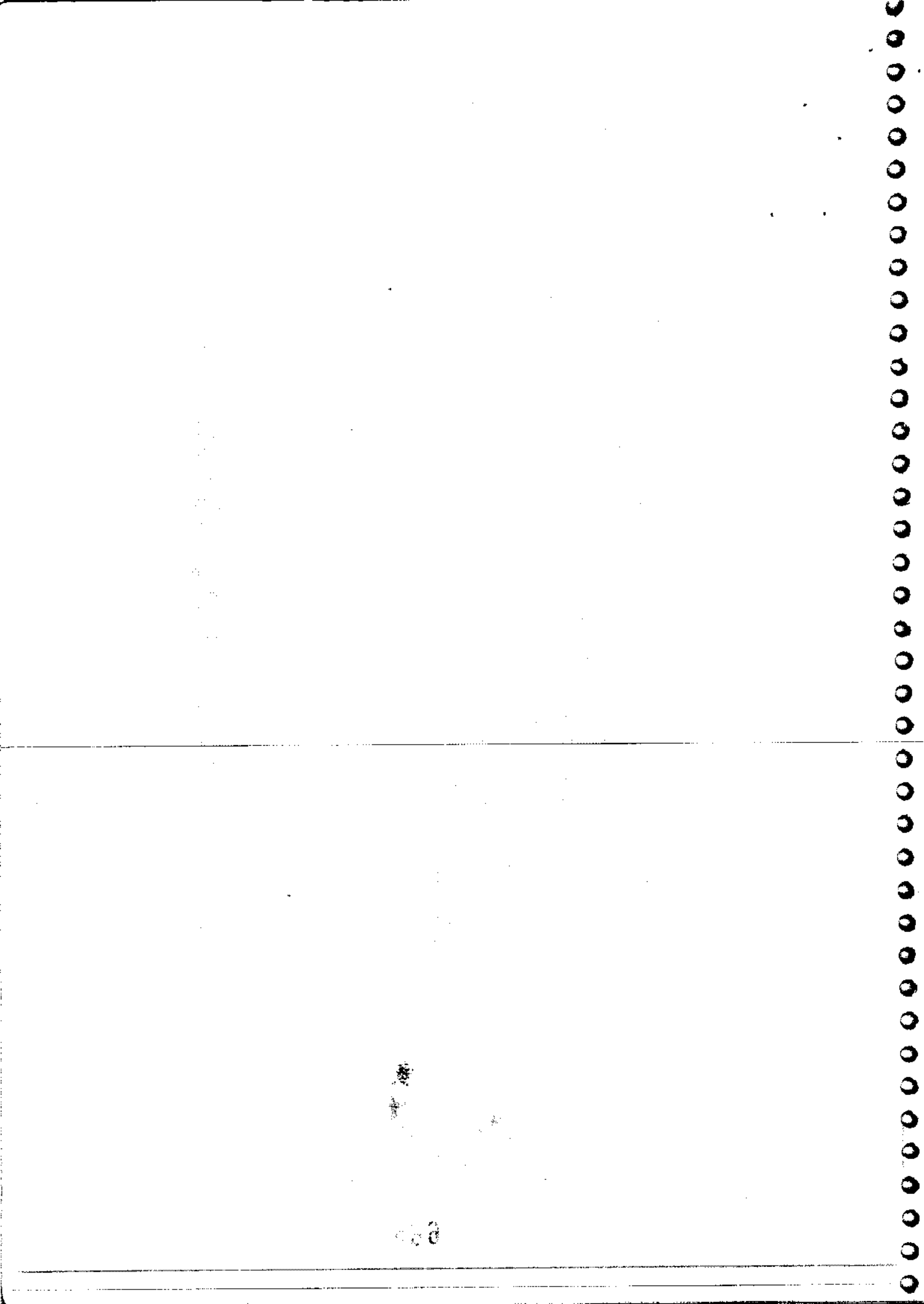
**Deficit stamp duty**

Deficit stamp duty Rs. 124641/- is paid , by the draft number 297137, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Supriya Chatterjee )  
DISTRICT SUB-REGISTRAR-II





818

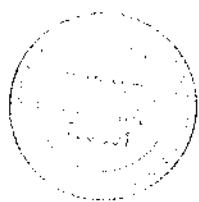


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 2382 to 2396  
being No 03122 for the year 2014.



(Sushli Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



666

2753

I-3089/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

79AA 323866

Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet / Sheet's attached with this document is / are the part of this document

Registrar (1/16 7/12)  
District (1/16) Registrar II  
24 Pgs (N) Baraset

06 MAY 2014

CONVEYANCE

1. Date: 5<sup>th</sup> May 2014
2. Place: Kolkata
3. Parties

*Handwritten signature: Akshay Mohammed*

Ambar Phalke



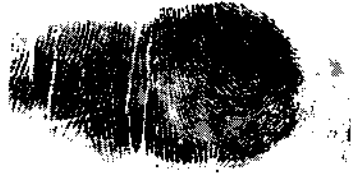
1489

TIMELESS REAL ESTATE PRIVATE LIMITED  
GAJMUKHI PROJECTS PRIVATE LIMITED  
Ambar Phalke  
Director/Authorized Signatory

NAME	.....
ADD.	.....
Rs.	.....
- 2 APR 2014	
<b>SURANJAN MUKHERJEE</b>	
Licensed Stamp Vendor	
C. C. Court	
283, N. 9th May Road, Krl-1	

SANJA & REY  
Sole Proprietors  
Sankar Printing & Stationery  
283, N. 9th May Road  
Krl-1

- 2 APR 2014  
- 2 APR 2014



1494



Sr. Mohd. Khameer

Sr. Mohd. Ahmad

3/0 - Sr. Rosid Ahmad

P.O. + R.S. - Rajiv

D/S - 24 Pgs (N)

D/Sines

Registrar US 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014

- 3.1 **Sekh Ohid Ahamad** *alias* **Haji Sekh Ohid Ahamad** *alias* **Abdul Ohid**, son of **Haji Sekh Abdul Rasid Ahamad** *alias* **Sekh Rasid Ahamad** *alias* **Sekh Rasid Ahamad** *alias* **Sekh Rasid Ahamad** *alias* **Sekh Rasid Ahamad** *alias* **Sekh Rasid Ahamad**, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ACXPA2048K**)

(Vendor, includes successors-in-interest)

And

- 3.2 **Timeless Realestate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECT9162F**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 **Gajmukhi Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCG5161J**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.8871, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayet* (**RBGP**), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchasers regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sahi* (agricultural) measuring 11.50 (eleven point five zero) decimal equivalent to 6 (six) *cottah* 15 (fifteen) *chittack* and 14.40 (fourteen point four

*Sekh Ohid Ahamad*



*d*

Registrar U/S 7(2)  
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24 Pys (N) Barasat

05 MAY 2014



zero) square feet, more or less, being a portion of R.S./L.R. *Dag* No.478, *Muata* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 2<sup>nd</sup> January, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.1, at Pages 297 to 304, being Deed No.35 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchasers regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

Sekh Ohid Ahamad



*[Signature]*  
Registrar U/S 7(2)  
District Sub. Registrar II  
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U S MAY 2014

- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

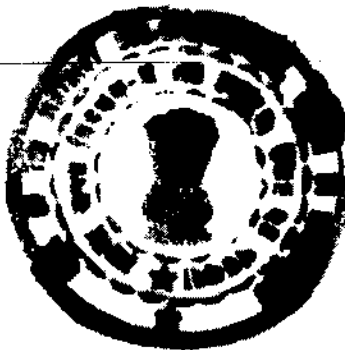
## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchasers shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchasers to cause the sale of the Said Property to the Purchasers directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchasers by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sahi* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of

C. Chandra Shekhar, 



*[Signature]*  
Registrar U/S 7(2)  
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R.S./L.R. *Dag* No.478, recorded in L.R. *Mhatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

## 8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

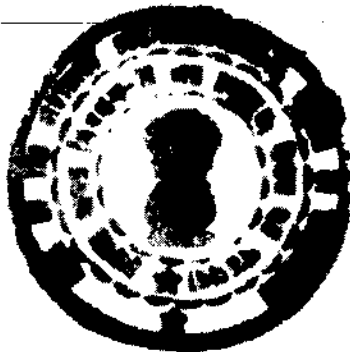
8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debtors*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

S. Chaitanand, B

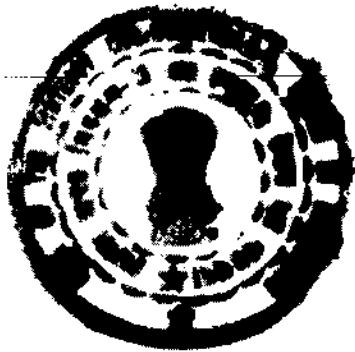


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- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchasers as the constituted attorney of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchasers shall convert the nature of use and classification of the Said Property and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchasers as the constituted attorney of the Vendor 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 Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchasers.



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- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* No.479  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716  
**On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	88/1	<i>Sali</i>	155	5.75	Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid
<b>Total Area of Land Sold:</b>					<b>5.75</b>	

*Sekh Ohid*



*dv*

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05 MAY 2014

9. Execution and Delivery

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

*Sekh Ohid Ahmad*

**Sekh Ohid Ahmad alias Haji Sekh Ohid Ahmad alias Abdul Ohid**

**[Vendor]**

**Timeless Realstate Private Limited  
Gajmukhi Projects Private Limited**

*Anben Bhattacharya*

**Authorized Signatory**

**[Purchasers]**

Drafted by:

*Saurav Banerjee*  
**Saurav Banerjee, Advocate**

**Witnesses:**

Signature *S. M. A.*

Name *S. M. A.*

Father's Name *S. M. A.*

Address *P.O. P.S. Rajwade*

*Dist. 29 Pgs (M)*

Signature *M. M. Uddin*

Name *M. M. Uddin*

Father's Name *M. M. Uddin*

Address *Vill. Raigachhi*

*P.O. P.S. Rajwade*

*Dist. (M), 29 Pgs*

*Vol. 135*



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05 MAY 2014

## Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392438	03.05.2014	Axis Bank Limited, Kolkata Branch	24,39,394/-	Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid
		<b>Total:</b>	<b>24,39,394/-</b>	



**Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**

[Vendor]

Witnesses:

Signature

Name

Signature

Name



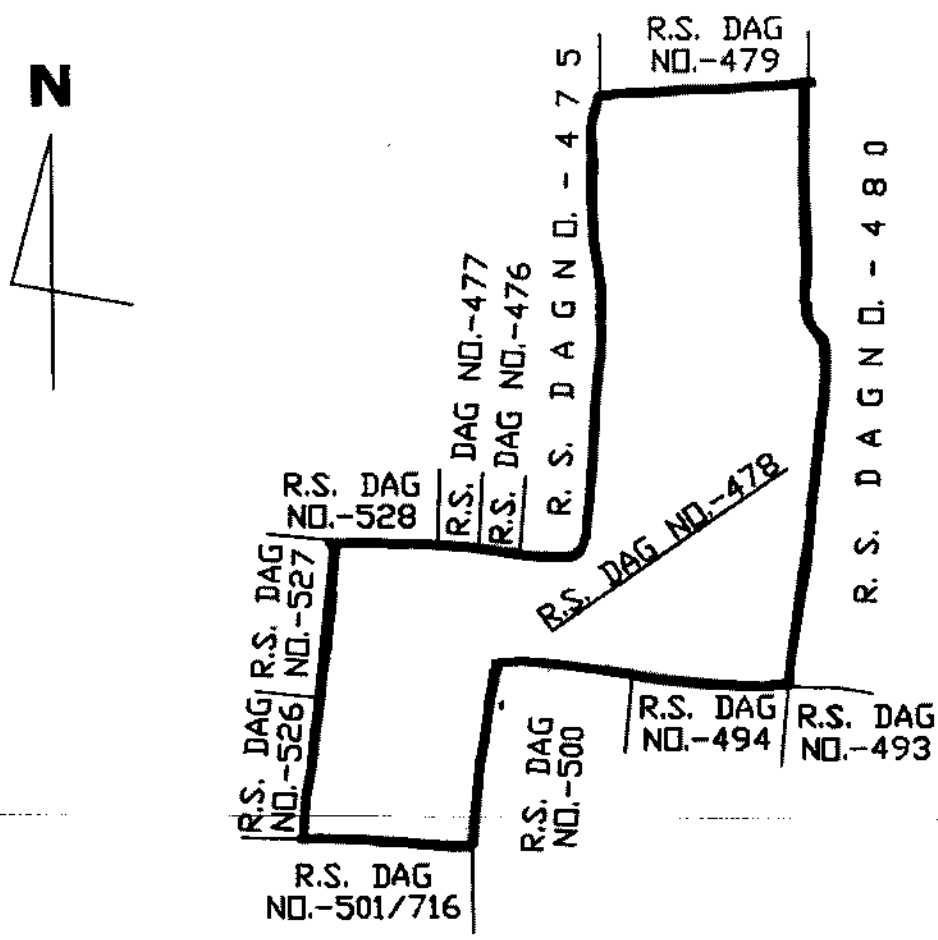
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05 MAY 2016

SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 536/1, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.- NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



*[Handwritten Signature]*

NAME & SIGNATURE OF THE VENDOR/S. :

GAMBHI PROJECTS PRIVATE LIMITED  
TIMELESS REALSTATE PRIVATE LIMITED  
*[Handwritten Signature]*  
Director/Authorized Signatory

LEGEND : 5.7500 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R. DAG NO.- 478.

SHOWN THUS :


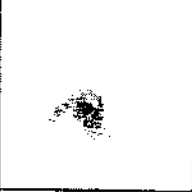
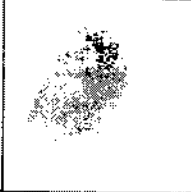

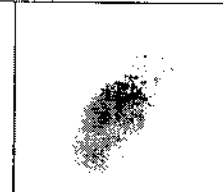



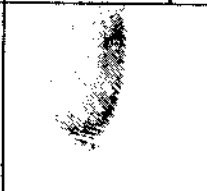

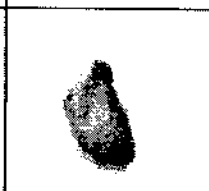



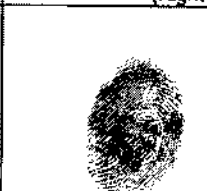
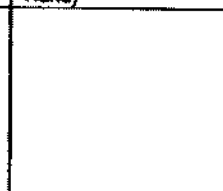


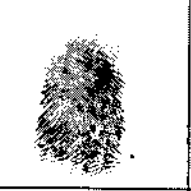
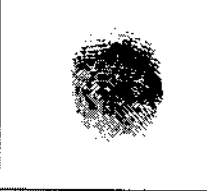




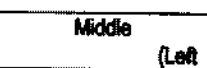



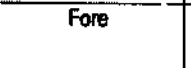
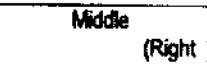

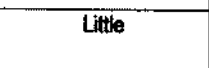


*[Signature]*  
Registrar U/S 7(2)  
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24 Pgs (N) Barasat

05 MAY 2014



# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 <i>Amber Bhattaraj</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb	
	 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little	
	 <i>Lakshmi</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little
		 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little



*[Handwritten signature]*

Registrar U/S 7(2)  
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24 Pgs (N) Barasat

05 MAY 2014

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Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03089 of 2014  
(Serial No. 02753 of 2014 and Query No. 1502L000006358 of 2014)

On 05/05/2014

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

Presented for registration at 16.05 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 05/05/2014 by

1. Anirban Bhattacharya

Authorized Signatory, Gajmukhi Infracon Private Limited( A A F C G 5161 J), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorized Signatory, Timeless Realestate Private Limited( A A E C T 9162 F), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

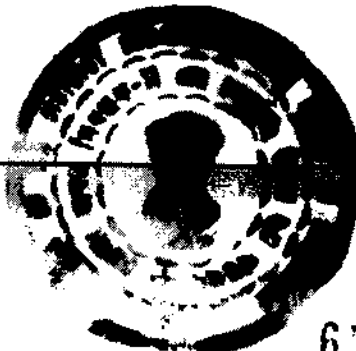
Rs. 26868.00/-, on 06/05/2014

( Under Article : A(1) = 26829/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**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 -24,39,394/-

Certified that the required stamp duty of this document is Rs.- 121980 /- and the Stamp duty paid as: Impresive Rs.- 10/-

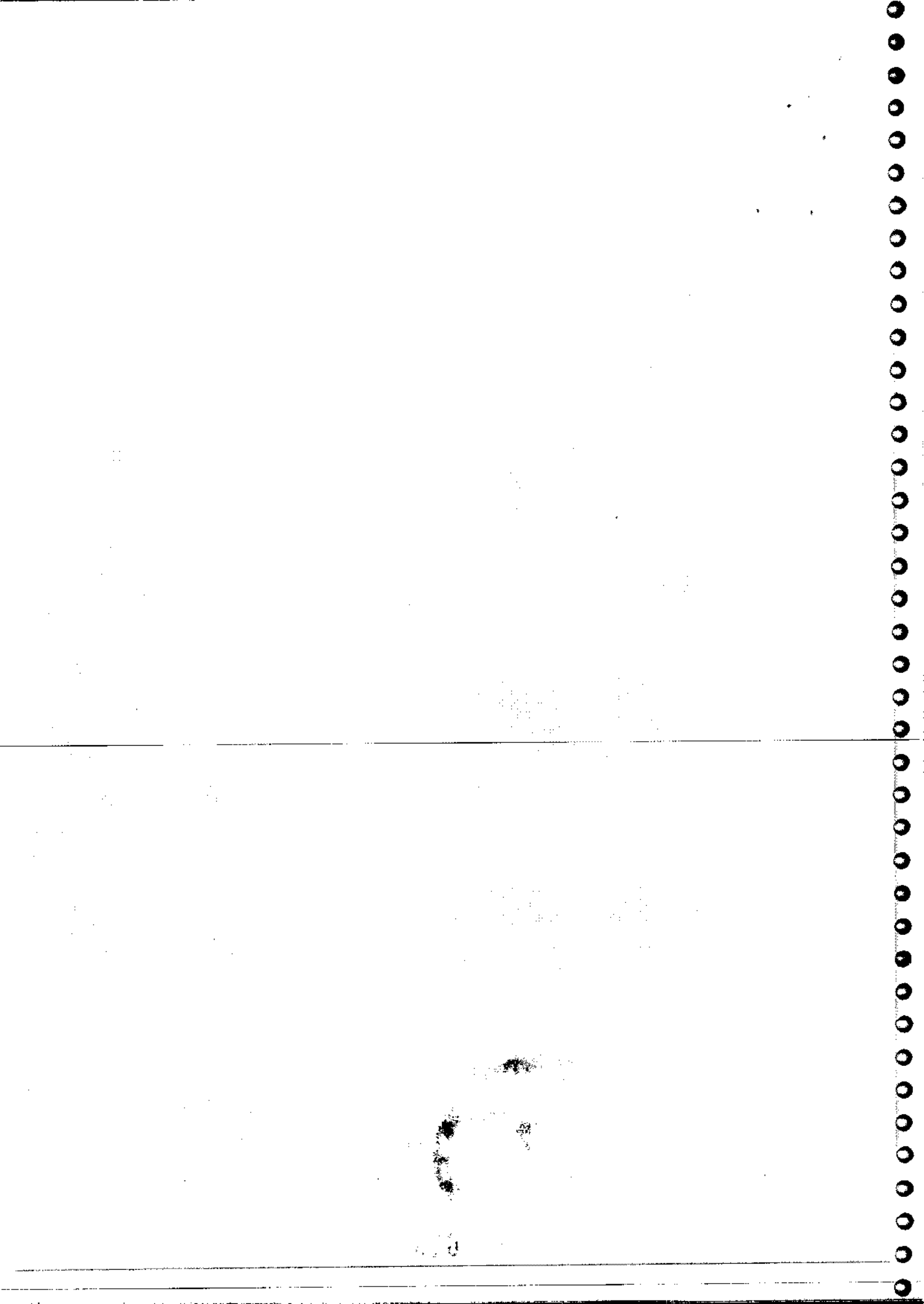


( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 13:26:00

Endorsement Page 1 of 2

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Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03089 of 2014  
(Serial No. 02753 of 2014 and Query No. 1502L000006358 of 2014)

**Deficit stamp duty**

Deficit stamp duty Rs. 121990/- is paid , by the draft number 297128, Draft Date 05/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

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

Execution is admitted on 06/05/2014 by

1. Sekh Ohid Ahamed Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana: Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

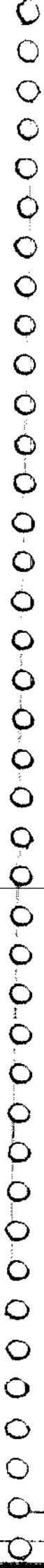


( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 13:26:00

Endorsement Page 2 of 2





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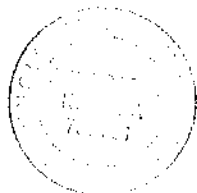


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 1863 to 1877  
being No 03089 for the year 2014.



(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal





2756

01/11/14

T-3092/2014



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

79AA 323867

Certified that the document is admitted to registration. The original document / Sheet's and the endorsement are attached with this d

Dis. 37(2)  
Registrar II  
24 Pgs (N) Barasat

06 MAY 2014

CONVEYANCE

1. Date: 5th MAY, 2014
2. Place: Kolkata
3. Parties

*Shri Khanna*

Anban Bhattacharya



1489

KALAKRUTI PROPERTIES PRIVATE LIMITED

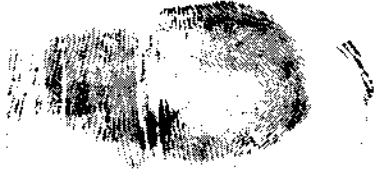
Anban Bhattacharya  
Director/Authorized Signatory

NAME	.....
ADD	.....
RS	.....
- 2 APR 2014	
SUPANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Ray Road, Kolkata	

SAHA & RAY  
Advocates  
3A/1, 3rd Floor, Westling's Chambers  
7C, 5th Street, Park Road  
Kolkata - 700017

2 APR 2014

2 APR 2014



1494



Dr. Anil Sharma

Sr. Asst. Registrar

40 Sr. Asst. Registrar

P.O. + A.S. - Rajarhat

Dist - Lalgaon (N)

Business

U/S 7(2)  
Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014

- 3.1 **Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**, son of Haji Sekh Abdul Rasid Ahamad *alias* Sekh Rasid Ahamad *alias* Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ACXPA2048K**)

(Vendor, includes successors-in-interest)

And

- 3.2 **Kalakriti Homes Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCK4451M**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

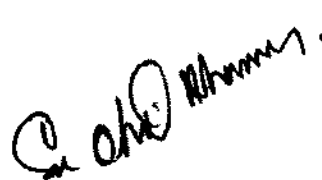
#### **4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

#### **5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sali* (agricultural) measuring 11.50 (eleven point five zero) decimal equivalent to 6 (six) *cottah* 15 (fifteen) *chittack* and 14.40 (fourteen point four zero) square feet, more or less, being a portion of R.S./L.R. *Dag* No.478, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

*Sekh Ohid Ahamad* 



*[Signature]*  
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U 5 MAY 2014

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 2<sup>nd</sup> January, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.1, at Pages 297 to 304, being Deed No.35 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

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lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sah* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated 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

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whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
8. **Terms of Transfer**
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *has*, vacant, peaceful and physical possession of the Said Property to the Purchaser.

S. O. A. Mohammad



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- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutations:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such

*Su. Abu Nhammed*



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acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* No.479  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716  
**On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	88/1	<i>Sali</i>	155	5.75	Seh Ohid Ahamad <i>alias</i> Haji Seh Ohid Ahamad <i>alias</i> Abdul Ohid
<b>Total Area of Land Sold:</b>					<b>5.75</b>	

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Seh Ohid Mohammed



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9. Execution and Delivery

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

*Sekh Ohid Ahmad*

**Sekh Ohid Ahmad alias Haji Sekh Ohid Ahmad alias Abdul Ohid**

**[Vendor]**

**Kalakriti Homes Private Limited**

*Anubam Bhattacharya*

**Authorized Signatory**

**[Purchaser]**

**Drafted by:**

*Sourav Banerjee*

**Sourav Banerjee, Advocate**

**Witnesses:**

Signature *Sekh M. P.*

Signature *MD. Mousumi*

Name *Sekh. Mousumi*

Name *MD. Mousumi*

Father's Name *Sekh Rasid Ahmad*

Father's Name *MD. Ashraf Uddin*

Address *P.O. H.R. - Rajshahi*

Address *11/11, Rajshahi*

*DIST 2019/01/01*

*P.O. H.R. - Rajshahi  
DIST 2019/01/01*



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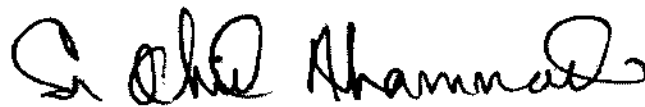
03 MAY 2014



### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

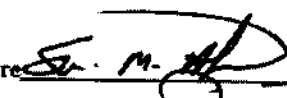
Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392439	03.05.2014	Axis Bank Limited, Kolkata Branch	24,39,394/-	Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid
<b>Total:</b>			<b>24,39,394/-</b>	

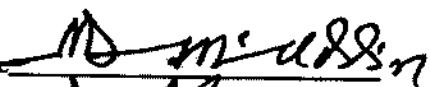


**Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**

[Vendor]

**Witnesses:**

Signature   
Name Sr. Mohid Ahameed

Signature   
Name Md. Muzayyid



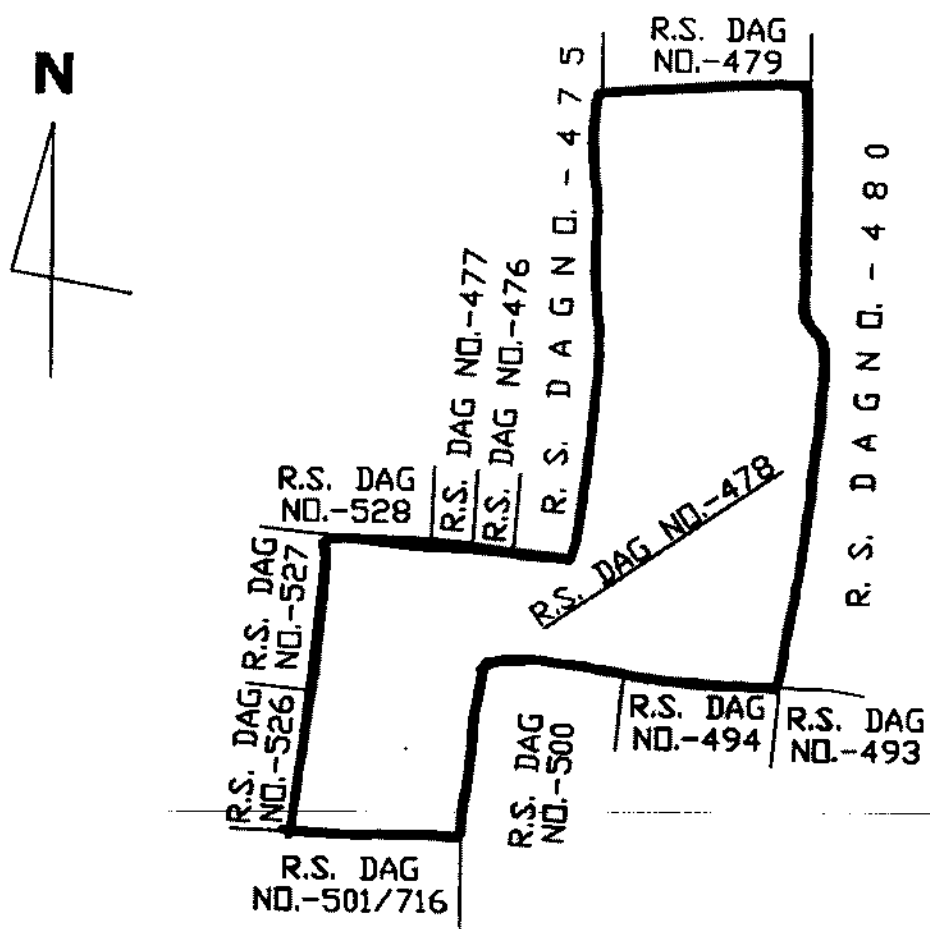
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SITI PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 536/1,  
MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER  
RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-  
NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



*[Handwritten Signature]*

NAME & SIGNATURE OF THE VENDOR/S. :

**KALANITI PROPERTIES PRIVATE LIMITED**  
*[Handwritten Signature]*  
Director/Authorized Signatory

LEGEND : 5.7500 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R.  
DAG NO.- 478.


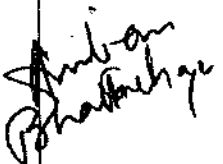

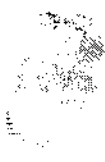



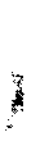


























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05 MAY 2014

**SPECIMEN FORM TEN FINGER PRINTS**


S. No.	Signature of the executants and/or purchaser Presentants					
  						
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	(Left Hand)					
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
  						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



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05 MAY 2014

  
Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03092 of 2014  
(Serial No. 02756 of 2014 and Query No. 1502L000006357 of 2014)

**On 05/05/2014**

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

Presented for registration at 16.20 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahamed Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana -Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim. By Profession : Business
2. Anirban Bhattacharya  
Authorized Signatory, Kalakriti Homes Private Limited( A A F C K 4451 M), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
. By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

**On 06/05/2014**

**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. also under section 5 of West Bengal Land Reforms Act. 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

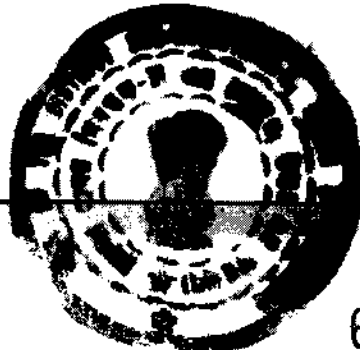
Rs. 26868 00/-, on 06/05/2014

( Under Article : A(1) = 26829/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**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.-24,39,394/-

Certified that the required stamp duty of this document is Rs.- 121980 /- and the Stamp duty paid as: Impresive Rs.- 10/-



  
( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

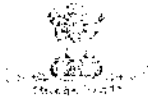
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EndorsementPage 1 of 2

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Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03092 of 2014  
(Serial No. 02756 of 2014 and Query No. 1502L000006357 of 2014)

**Deficit stamp duty**

Deficit stamp duty Rs. 121990/- is paid , by the draft number 297129, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



  
( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 13:28:00





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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration, the signature Sheet/ Sheet's and the endorsement Sheet's along with this stamp are a part of the document

*[Signature]*  
 Registrar  
 District Registrar  
 West Bengal

06 MAY 2014

CONVEYANCE

1. Date: 5th MAY, 2014.
2. Place: Kolkata
3. Parties

*[Signature]*  
*[Signature]*

Anirban Bhattachaya



1489

GAJMUKHI INFRACON PRIVATE LIMITED  
GAJMUKHI NIRMAN PRIVATE LIMITED

Anirban Bhattachaya  
Director/Authorised Signatory

NAME	.....
ADD.	.....
RS.	.....
- 2 APR 2014	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
5 & 3, C. C. Road, Kolkata-700011	

SAHA & RAY  
Advocates  
Hastings Chambers  
7C, 3rd Floor, Mukherjee Road  
Kolkata-700011

- 2 APR 2014  
- 2 APR 2014



1494



Sh. Chh. Mhammed.

Sh. Mohd. Khan  
5/0 Sh. Kazi Khan  
P.O. & P.S. Rajshahi  
Dist - 24 (N) Barasat  
Aurangabad

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District Sub-Registrar II  
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- 3.1 **Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**, son of Haji Sekh Abdul Rasid Ahamad alias Sekh Rasid Ahamad alias Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN ACXPA2048K)

(Vendor, includes successors-in-interest)

And

- 3.2 **Gajmukhi Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCG5164P), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 **Gajmukhi Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCG5166RJ), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. Dag No.478, recorded in L.R. *Khatian* No.88/1; *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchasers regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sali* (agricultural) measuring 11.75 (eleven point seven five)

*Sekh Ohid Ahamad*



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decimal equivalent to 7 (seven) *cottah* 1 (one) *chutack* and 33.264 (thirty three point two six four) square feet, more or less, being a portion of R.S./L.R. *Dag* No.478, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 25<sup>th</sup> May, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. 1, Volume No.51, at Pages 97 to 102, being Deed No.2496 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchasers regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

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- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khaz*, vacant, peaceful and physical possession and the Purchasers shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchasers to cause the sale of the Said Property to the Purchasers directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchasers by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sahi* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712

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(seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. Dag No.478, recorded in L.R. Khata No.88/1, Mouza Bhatenda, J.L. No. 2B, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.478 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

## 8. Terms of Transfer

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

Q. Osho Mahanta B.



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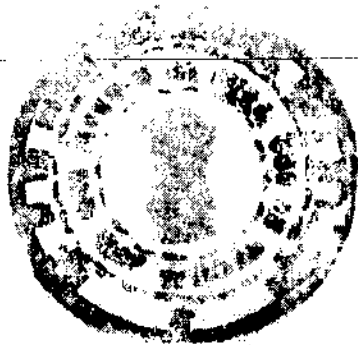
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- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchasers as the constituted attorney of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchasers shall convert the nature of use and classification of the Said Property and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchasers as the constituted attorney of the Vendor 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 Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchasers.

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- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* No.479  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716  
**On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<b>Mouza</b>	<b>R.S./ L.R. <i>Dag</i> No.</b>	<b>L.R. <i>Khatian</i> No.</b>	<b>Nature of Land</b>	<b>Total Area of <i>Dag</i> (in Decimal)</b>	<b>Total Area sold (in Decimal)</b>	<b>Name of the Recorded Owner</b>
Bhatenda	478	88/1	<i>Sali</i>	155	5.875	Sekh Ohid Ahmad <i>alias</i> Haji Sekh Ohid Ahmad <i>alias</i> Abdul Ohid
<b>Total Area of Land Sold:</b>					<b>5.875</b>	

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S. Ohid Ahmad



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9. Execution and Delivery

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

Sekh Ohid Ahmad

Sekh Ohid Ahmad alias Haji Sekh Ohid Ahmad alias Abdul Ohid

[Vendor]

Gajmukhi Infracon Private Limited  
Gajmukhi Nirman Private Limited

Anbum Bhattacharya

Authorized Signatory

[Purchasers]

Drafted by:

Sourav Banerjee

Sourav Banerjee, Advocate

Witnesses:

Signature Su. M. H.

Name Su. Mohd. Akbar

Father's Name Su. Rasid Akbar

Address PO 113 - Rajahmundry

Dist - East Godavari

Signature M. M. Uddin

Name Md. Manzooruddin

Father's Name Mr. Md. Ashraf Uddin

Address Vill - Rajahmundry

Dist. N. 27/12/88

Uof - 135



*[Handwritten signature]*

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**Receipt and Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392436	03.05.2014	Axis Bank Limited, Kolkata Branch	24,92,424/-	Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid
		<b>Total:</b>	<b>24,92,424/-</b>	

*Sekh Ohid Ahamad*

**Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**

**[Vendor]**

**Witnesses:**

Signature

*Sekh M. Akbar*

Signature

*M. M. Uddin*

Name

*Sekh M. Akbar*

Name

*M. M. Uddin*





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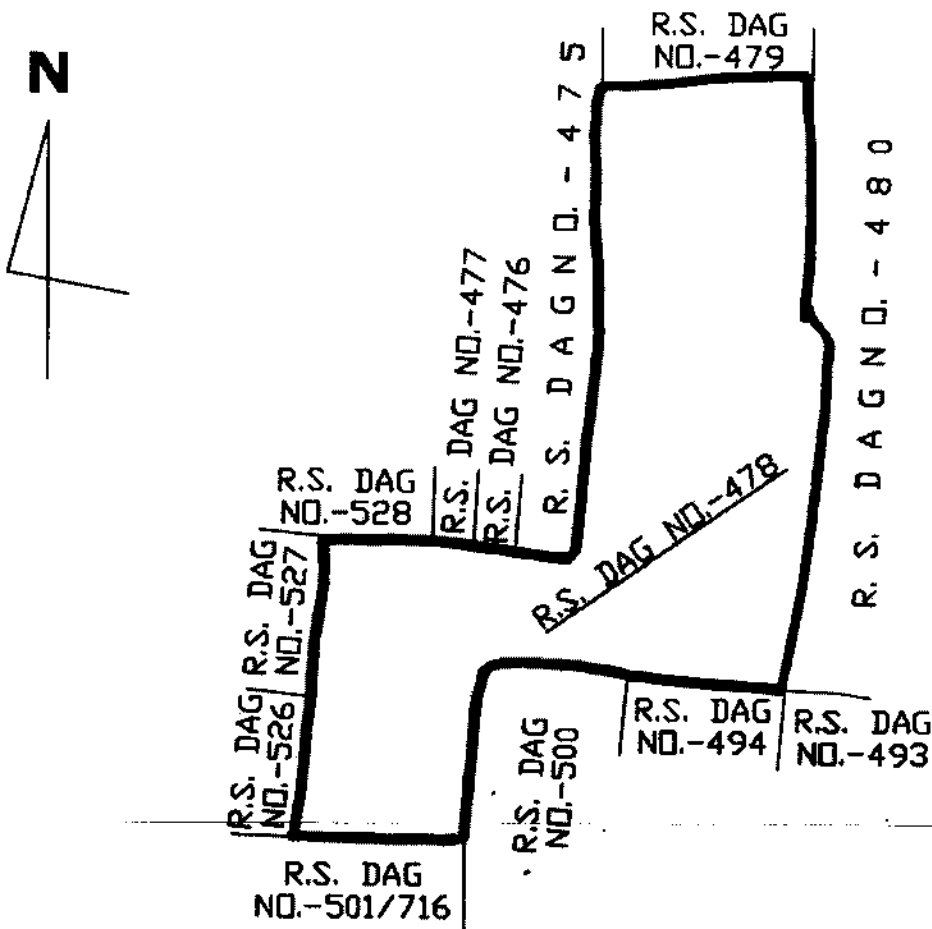
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SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 536/1, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR I NO. GRAM PANCHAYET, DIST.- NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimat



*Su. O. H. M. M. M. M. M.*

GAMBIRI NIRMALAN PRIVATE LIMITED  
GAMBIRI NIRMALAN PRIVATE LIMITED  
*Anbum Bhattacharya*  
Director/Authorized Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 5.8750 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R. DAG NO.- 478.

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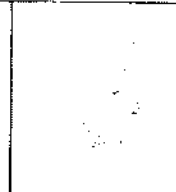

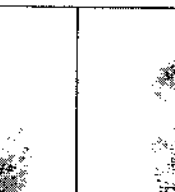


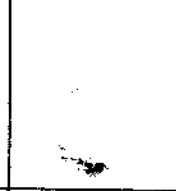
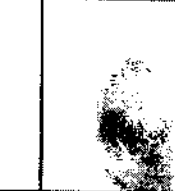
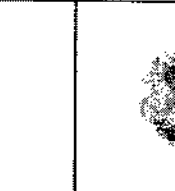



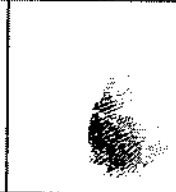
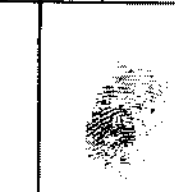

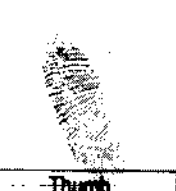

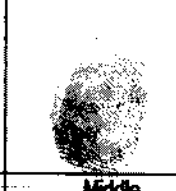
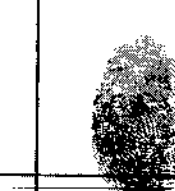
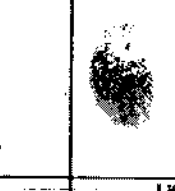


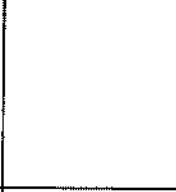

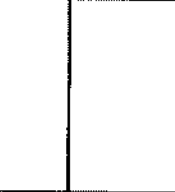
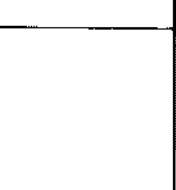
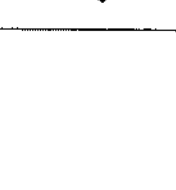
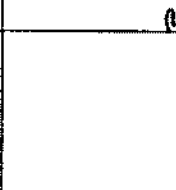

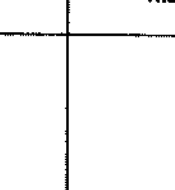
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# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



*[Signature]*  
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05 MAY 2014



Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03096 of 2014  
(Serial No. 02758 of 2014 and Query No. 1502L000006362 of 2014)

On 05/05/2014

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

Presented for registration at 16.25 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

**Admission of Execution(Under Section 52) W.B. Registration Rules, 1962)**

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahamed Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Anirban Bhattacharya  
Authorized Signatory, Gajmukhi Infracon Private Limited( A A F C G 5164 J), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorized Signatory, Gajmukhi Nirman Private Limited( A A F C G 5166 R J), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
. By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

**Payment of Fees:**

Amount By Cash

Rs. 27451.00/-, on 06/05/2014

( Under Article : A(1) = 27412/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

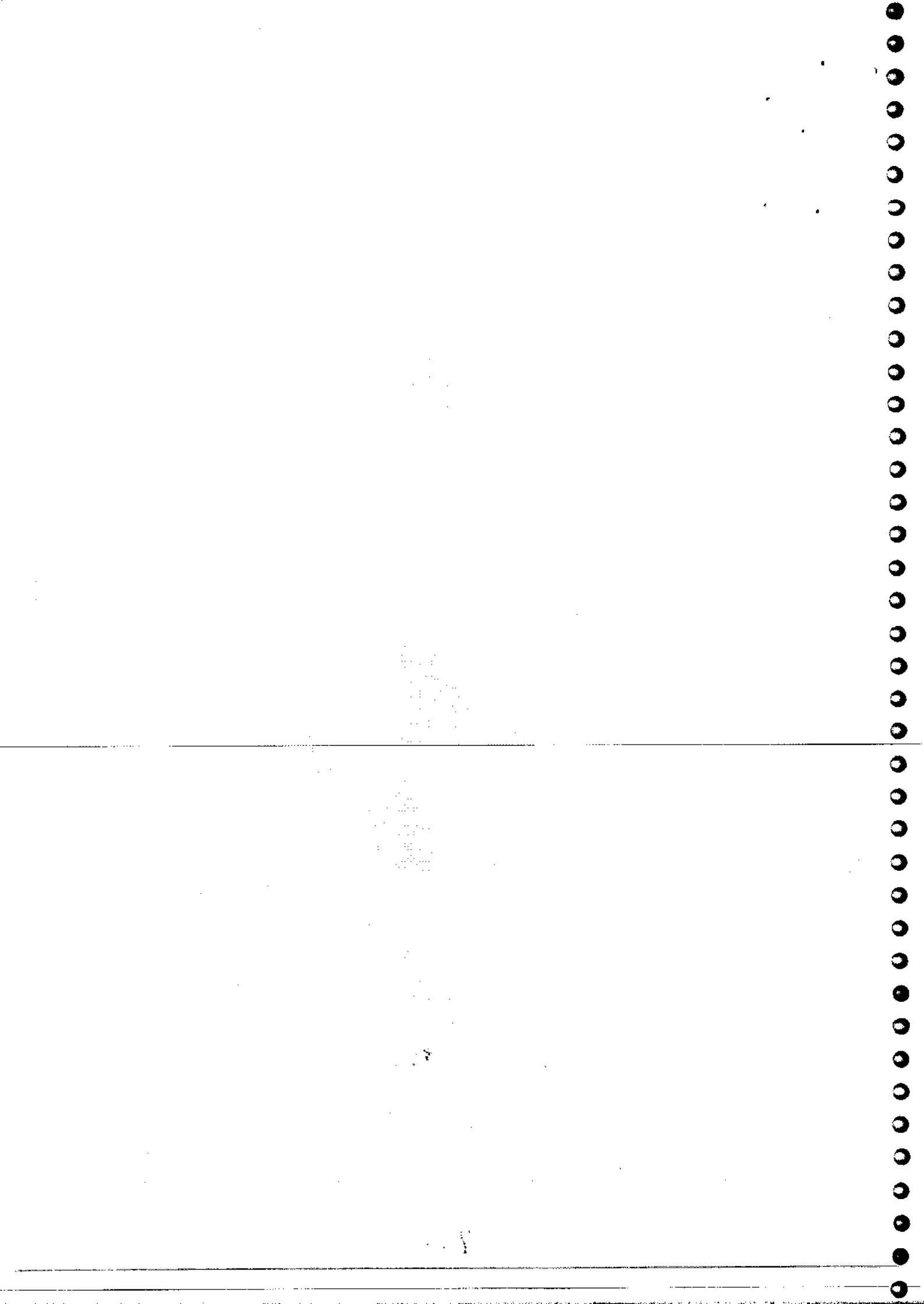
**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,92,424/-



( Supriya Chatterjee )  
DISTRICT SUB-REGISTRAR-II

706





Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03096 of 2014  
(Serial No. 02758 of 2014 and Query No. 1502L000006362 of 2014)

Certified that the required stamp duty of this document is Rs.- 124631 /- and the Stamp duty paid as:  
Impresive Rs.- 10/-

**Deficit stamp duty**

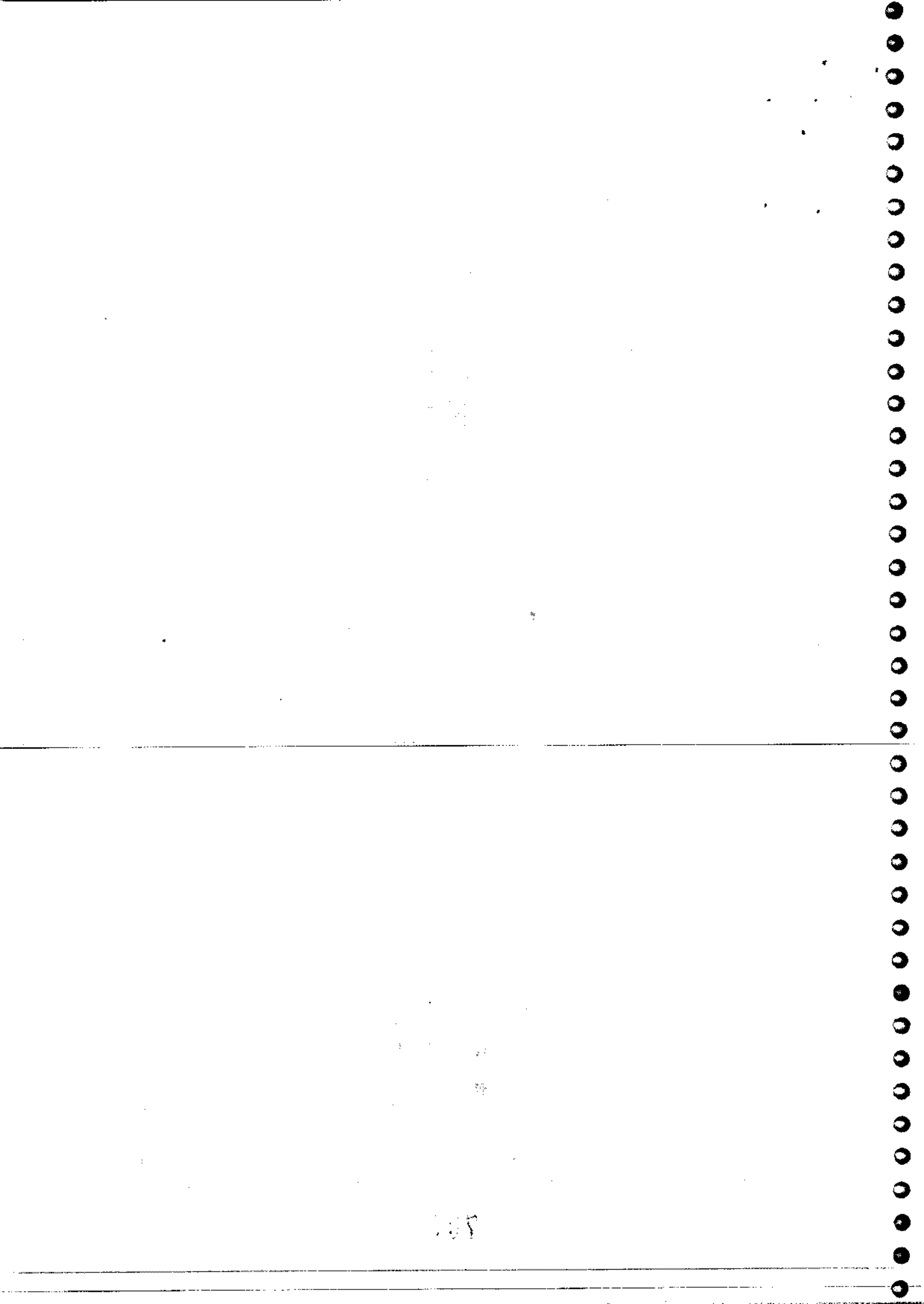
Deficit stamp duty Rs. 124641/- is paid , by the draft number 297130, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Supriya Chatterjee )  
DISTRICT SUB-REGISTRAR-II

07/05/2014





805

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 1978 to 1992  
being No 03096 for the year 2014.



*Sushil Kumar Roy*

(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



2770

B.74/145

I-3109/2014



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

79AA 323865

It is hereby certified that the document is admitted to  
 registration in the form of a sheet / Sheet's and  
 is not a copy. It is not mixed with  
 any other document.

*[Signature]*  
 Registrar (S.7(2))  
 District Sub-Registrar II  
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06 MAY 2014

CONVEYANCE

1. Date: 5th MAY, 2014
2. Place: Kolkata
3. Parties

*[Signature]*  
*[Signature]*

Amban Bhattacharya



1489

GAJRAHI ENCLAVE PRIVATE LIMITED

Amban Bhattacharya  
Director/Authorized Signatory

NAME	.....
ADD.	.....
RS.	.....
- 2 APR 2014	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Howrah	

SAHA & RAY  
Advocates  
3A/1, 3B/2, P.O. Hastings Chambers  
7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 7X, 7Y, 7Z  
Kolkata - 700 011

- 2 APR 2014

- 2 APR 2014



1494

S. Md. Khamud

Sa. Md. Khamud

40 Sa. Road Khamud

P.O. + P.S. - Rowish

D/S 1 - 24 Pgs (N)

P.W. 12/12/13



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- 3.1 **Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**, son of Haji Sekh Abdul Rasid Ahamad alias Sekh Rasid Ahamad alias Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN ACXPA2048K)

(Vendor, includes successors-in-interest)

And

- 3.2 **Gajmukhi Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCG5163L), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the **said Dag No.478 is delineated and demarcated on the Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sali* (agricultural) measuring 11.75 (eleven point seven five) decimal equivalent to 7 (seven) *cottah* 1 (one) *chittack* and 33.264 (thirty three point two six four) square feet, more or less, being a portion of R.S./L.R. *Dag* No.478, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

*S. Ohid Ahamad*

*h*



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- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 21<sup>st</sup> May, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.49, at Pages 349 to 354, being Deed No.2421 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

S. OHID AHAMAD

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lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated 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

*S. Chandra Kumar*



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whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

## 8. Terms of Transfer

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debtors*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bagadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser.

Sachin Kumar



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- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such

*S. CHAKRAVARTY*

*B*



*[Handwritten signature]*

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acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 5.875 (five point eight seven five) decimal equivalent to 3 (three) *cottah* 8 (eight) *chittack* and 39.096 (thirty nine point zero nine six) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* No.479  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716  
**On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	88/1	<i>Sali</i>	155	5.875	Sekh Ohid Ahamed <i>alias</i> Haji Sekh Ohid Ahamed <i>alias</i> Abdul Ohid
<b>Total Area of Land Sold:</b>					<b>5.875</b>	

B  
S. Ohid Memon



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9. Execution and Delivery

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

*Sekh Ohid Ahmad*

Sekh Ohid Ahmad alias Haji Sekh Ohid Ahmad alias Abdul Ohid

[Vendor]

Gajmukhi Enclave Private Limited

*Anban Bhattacharya*

Authorized Signatory

[Purchaser]

Drafted by:

*Sourav Banerjee*  
Sourav Banerjee, Advocate

Witnesses:

Signature *Sa. N. Ah.*  
Name *Sa. Nohid Ahamed*  
Father's Name *Sa. Asim Ah.*  
Address *P.O. Rajarhat*  
*DPSI - 29/95(N)*

Signature *MD. M. Uddin*  
Name *MD. Manoyan Uddin*  
Father's Name *Lt. Md. Ashraf Uddin*  
Address *Vill. Rajarhat*  
*P.O. P.S. Rajarhat*  
*60/135*



*[Handwritten signature]*

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(3)



## Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,92,424/- (Rupees twenty four lac ninety two thousand four hundred and twenty four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392437	03.05.2014	Axis Bank Limited, Kolkata Branch	24,92,424/-	Sekh Ohid Ahamad <i>alias</i> Haji Sekh Ohid Ahamad <i>alias</i> Abdul Ohid
<b>Total:</b>			<b>24,92,424/-</b>	



**Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid**

[Vendor]

**Witnesses:**

Signature 

Name Sa-Mehi Thoma

Signature 

Name Md Maroyarulla

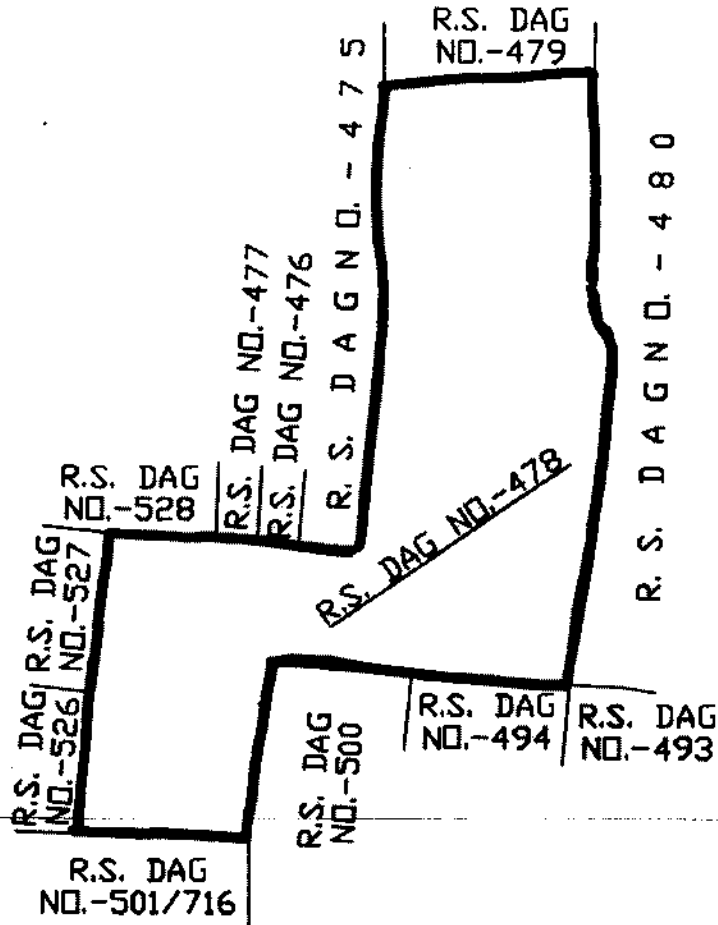
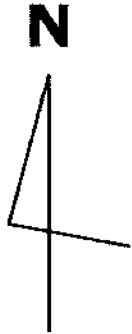


*d*  
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

05 MAY 2014

SIT PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATTAN NO.- 536/1,  
MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER  
RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-  
NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



GARIBDI ENCLAVE REGISTERED  
*[Signature]*  
Director/Authorised Signatory

*[Signature]*

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 5.8750 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R.

DAG NO.- 478.

SHOWN THUS: 









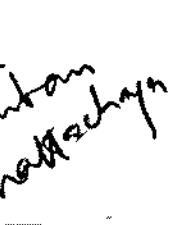

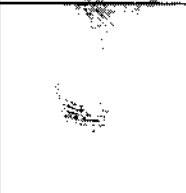
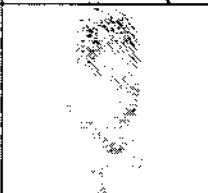
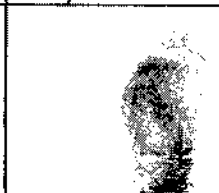

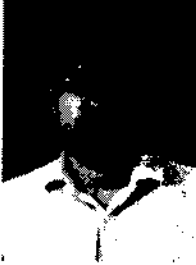



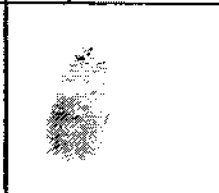
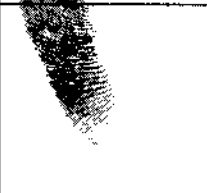
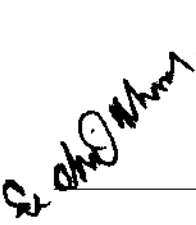


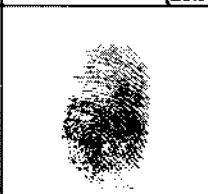

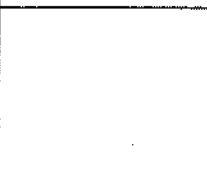





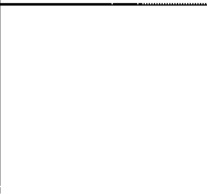

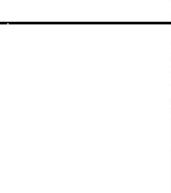

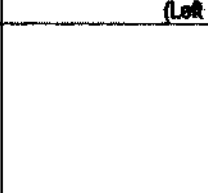


*al*

Registrar US 7(2)  
District Sub. Registrar II  
24 B... Sarasat

05 MAY 2014

115

# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser <i>Pracantank</i>					
	<i>Anton Bohatchyn</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Anton Bohatchyn</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<i>Anton Bohatchyn</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Anton Bohatchyn</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<i>Anton Bohatchyn</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Anton Bohatchyn</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little



*[Handwritten signature]*

Registrar U/S 7(2)  
District Sd. Registrar II  
24 P.S. (N) Barasat

**05 MAY 2014**



Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03109 of 2014  
(Serial No. 02770 of 2014 and Query No. 1502L000006359 of 2014)

**On 05/05/2014**

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

Presented for registration at 17.35 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

**Admission of Execution(Under Section 53,W.B.Registration Rules,1962)**

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahemad Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Anirban Bhattacharya  
Authorized Signatory, Gajmukhi Enclave Private Limited( A A F C G 5163 L), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016,  
, By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

**On 06/05/2014**

**Certificate of Admissibility(Rule 15,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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 27451.00/-, on 06/05/2014

( Under Article : A(1) = 27412/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**Certificate of Market Value(WB RTI rules of 2003)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,92,424/-

Certified that the required stamp duty of this document is Rs.- 124631 /- and the Stamp duty paid as: Impresive Rs.- 10/-



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 17:54:00

720

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1952





Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03109 of 2014  
(Serial No. 02770 of 2014 and Query No. 1502L000006359 of 2014)

**Deficit stamp duty**

Deficit stamp duty Rs. 124641/- is paid , by the draft number 297132, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

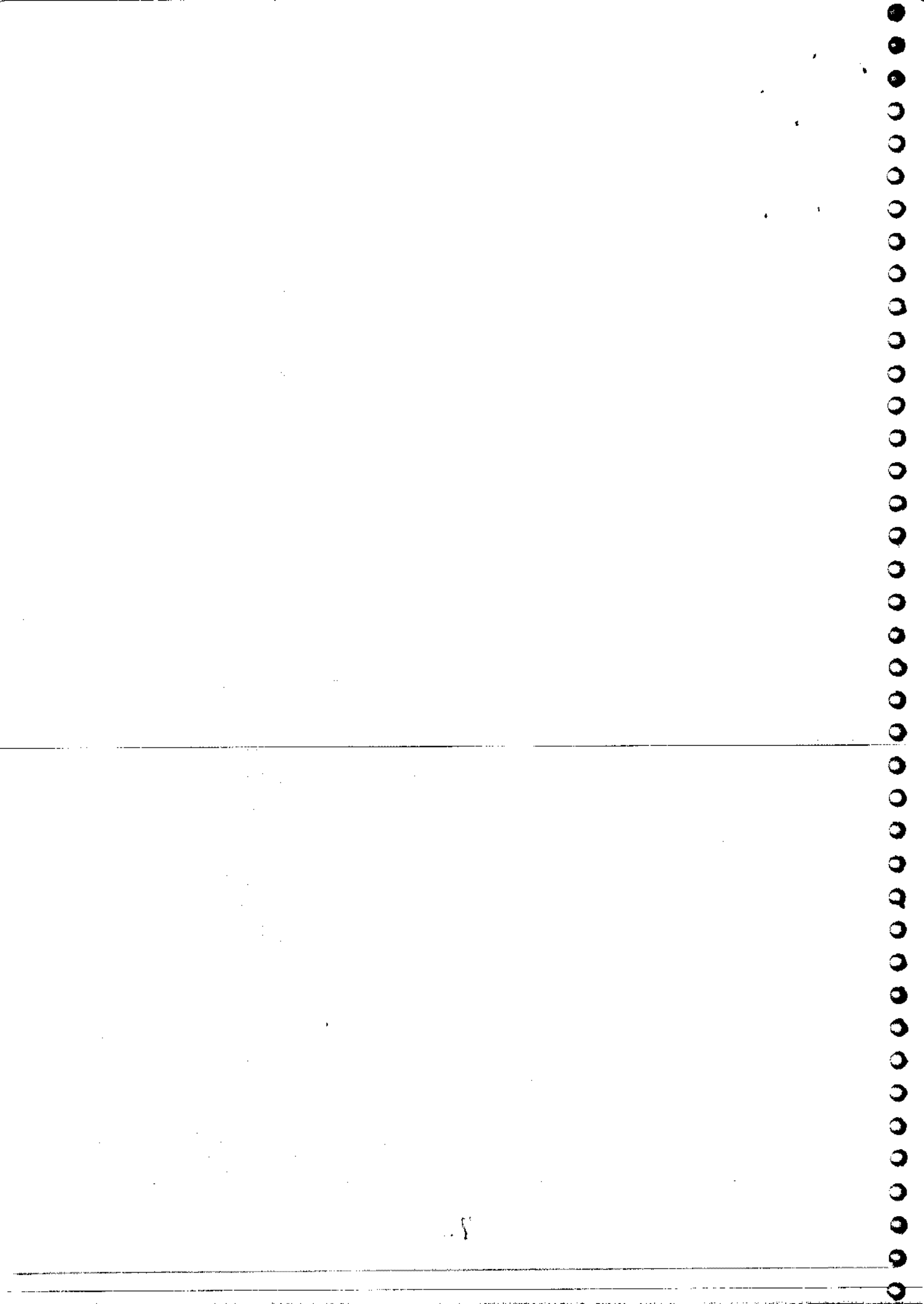
( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014

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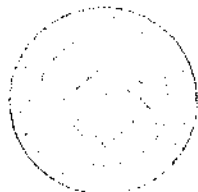
১১

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 2183 to 2197  
being No 03109 for the year 2014.



(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



09259/2014

BTN/158

4833/14



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

79AA 444459



*Mr. Alauddin*

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar  
Assurances-II, Kolkata

*[Signature]*  
6/8/14

CONVEYANCE

1. Date: 26<sup>th</sup> July 2014

*Alauddin*

2. Place: Kolkata

3. Parties

*Alauddin*

723

*2567/14*

*223 38*

*209*

*26/7/14*

*26/7*

*26/7*

*26/7*

*26/7*

*[Signature]*

*[Signature]*

Anirban Bhattacharya



c-5518

BASUDEB HOUSING PRIVATE LIMITED  
Anirban Bhattacharya  
Director/Authorized Signatory

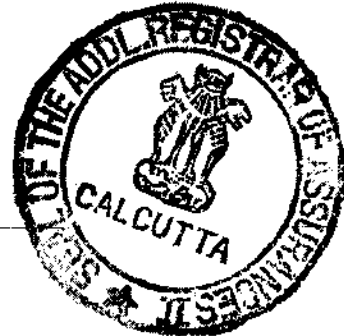
NAME	.....
ADD	.....
Rs.	.....
5 MAY 2014	
SITESHAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2003 K. S. Roy Road, Koll.	

SAHA & RAY  
Advocates  
3A/1, 3rd Floor, Hastings Chambers  
7C, Keshab Senker, Roy Road  
Kolkata - 700001



e-5519

Alouddin Mandal



Sukrat Gander  
90 G. Gander  
7C, K.S. Roy Road  
Kolkata - 700001  
Service

26 JUL 2014

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

**Endorsement For Deed Number : I - 09833 of 2014**  
(Serial No. 09259 of 2014 and Query No. 1902L000022338 of 2014)

**On 26/07/2014**

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

Presented for registration at 13.09 hrs on :26/07/2014, at the Private residence by Anirban Bhattacharya ,Cleimant.

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

Execution is admitted on 26/07/2014 by

1. Alauddin Mondal, son of Amir Uddin Mondal , Paschim Dandirhat, Thana:-Basirhat, P.O. :-Dandirhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others
2. Anirban Bhattacharya  
Authorised Signatory, Basudev Housing Pvt Ltd, 1st Floor, 111, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Others

Identified By Subrata Sardar, son of G Sardar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

**On 28/07/2014**

**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.-8,46,061/-

Certified that the required stamp duty of this document is Rs.- 42323 /- and the Stamp duty paid as: impresive Rs.- 10/-

( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

**On 06/08/2014**

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

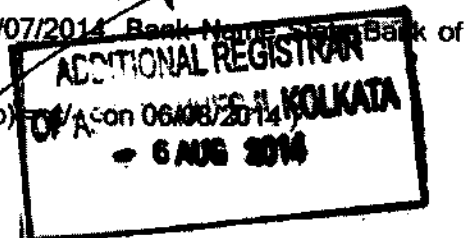
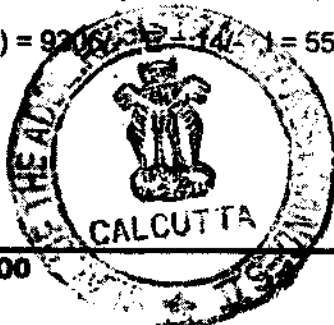
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 9404/- is paid , by the draft number 848103, Draft Date 28/07/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 06/08/2014

( Under Article : A(1) = 9206/-, B - 14/-, C = 55/-, M(a) = 25/-, M(b) = 10/-, Con 06/08/2014 )



( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

06/08/2014 14:25:00

EndorsementPage 1 of 2

1100 2019





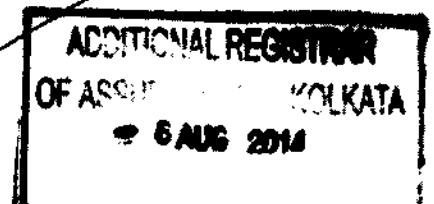
Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 09833 of 2014  
(Serial No. 09259 of 2014 and Query No. 1902L000022338 of 2014)

**Deficit stamp duty**

- Deficit stamp duty Rs. 42323/- is paid , by the draft number 848102, Draft Date 28/07/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 06/08/2014

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

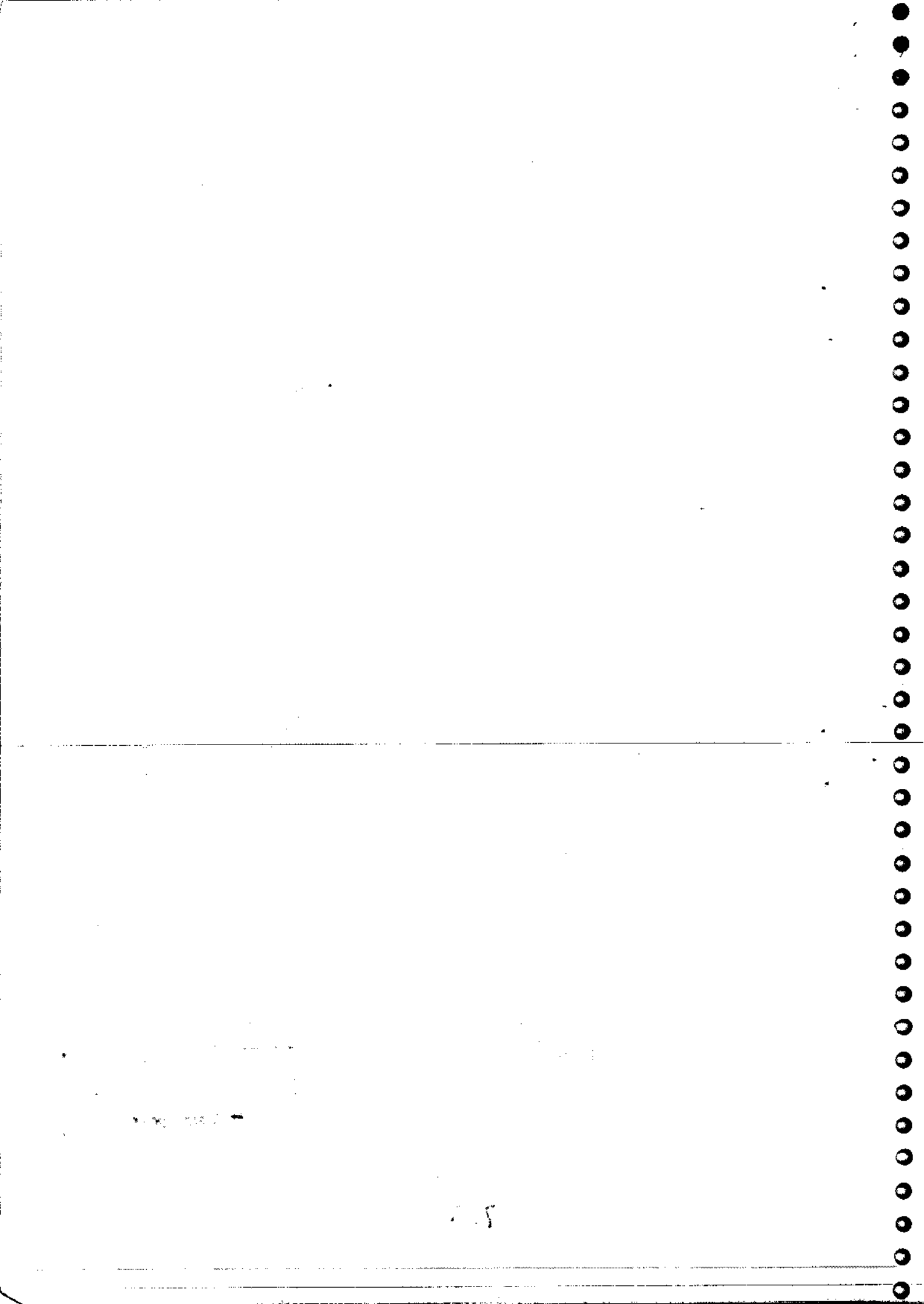


( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

06/08/2014 14:25:00

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EndorsementPage 2 of 2



- 3.1 ~~Alauddin Mondal~~, son of Amir Uddin Mondal, residing at Village Paschim Dandirhat, Post Office Dandirhat, PIN- ~~743013~~ Police Station Basirhat, District North 24 Parganas (PAN \_\_\_\_\_)

(Vendor, includes successors-in-interest and/or assigns)

And

- 3.2 ~~Basudev Housing Private Limited~~, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCB8179B), represented by its authorized signatory, ~~Anirban Bhattacharya~~, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest and/or assigns).

Vendor and Purchaser are hereinafter individually referred to as such or as Party and collectively as Parties.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 3.4900 (three point four nine zero zero) decimal equivalent to 2.1114 (two point one one one four) *cottah*, more or less [out of 155 (one hundred and fifty five) decimal], being a portion of R.S./L.R. *Dag No. 478*, recorded in L.R. *Khatian Nos. 46 and 460*, *Mouza Bhatenda*, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag No. 478* is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

#### 5. Background, Representations, Warranties and Covenants

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

- 5.1.1 **Ownership of Said Property:** By virtue of inheritance, (1) Biswajit Dey (2) Madhumita Dey *alias* Supia Ahmed *alias* Supia Ahamed (3) Aparajita Biswas *nee* Dey and (4) Dipti Biswas *nee* Dey were the joint owners of entirety of the Said Property.

- 5.1.2 **Purchase by Vendor:** By a Deed of Conveyance dated 4<sup>th</sup> July, 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, in Book No. I, CD Volume No. 12, at Pages 5689 to 5706, for the year 2014, Alauddin Mondal (the Vendor herein) purchased entirety of the Said Property from (1) Biswajit Dey (2) Madhumita Dey *alias* Supia Ahmed *alias* Supia Ahamed (3) Aparajita Biswas *nee* Dey and (4) Dipti Biswas *nee* Dey.



OF ASSAM  
26 JUL 2014

- 5.1.3 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Alauddin ~~Molla~~ (the Vendor herein) has become the sole and absolute owner of the entirety of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.



26 JUL 2014

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being ~~land classified as *sahi* (agricultural)~~ measuring 3.4900 (three point four nine zero zero) decimal equivalent to 2.1114 (two point one one one four) *cottah*, more or less [out of 155 (one hundred and fifty five) decimal], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatim* Nos.46 and 460, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.8,46,061/- (Rupees eight lac forty six thousand and sixty one) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

## 8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:



26 JUL 2014

2015



- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or



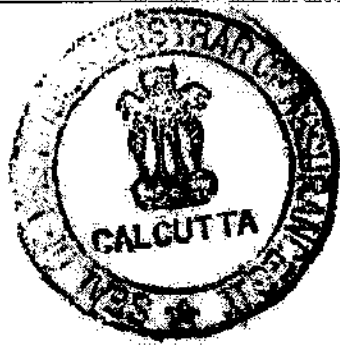
26 JUL 2014

persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.

8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.

8.7 ~~**Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.~~

8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.



ADDITIONAL COMMISSIONER  
OF ASSESMENT KATA  
26 JUL 2014

**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 3.4900 (three point four nine zero zero) decimal equivalent to 2.1114 (two point one one one four) *collah*, more or less [out of 155 (one hundred and fifty five) decimal], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* Nos.46 and 460, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By land belonging to R.S./L.R. *Dag* Nos. 475, 479 and 480  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716  
**On the West** : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 447, 476 and 475

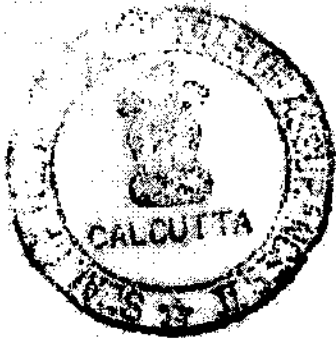
**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	460 and 46	<i>Sali</i>	155	3.4900	Ahibhusan Dey and Bindu Bhusan Dey
<b>Total Area of Land Sold:</b>					<b>3.4900</b>	

A. Laudhin

*[Signature]*



26 JUL 2014

9. Execution and Delivery

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

*Alauddin Mondal*

**Alauddin Mondal**  
[Vendor]

**Basudev Housing Private Limited**

*Arinban Bhattacharya*

**Authorized Signatory**

[Purchaser]

Drafted by:

*Sourav Banerjee*

~~Sourav Banerjee, Advocate~~  
High Court at Calcutta

**Witnesses:**

Signature *Subrata Sardar*

Name *Subrata Sardar*

Father's Name *G. Sardar*

Address *7C, K.S. Roy Road*

*Kolkata-700001*

Signature *Swapan*

Name *Swapan Kar*

Father's Name *R. D. Kar*

Address *7C, K. S. Roy Road*

*Kolkata, 700001*



REGISTRAR  
MUNICIPALIDAD DE CALOCAYA  
26 JUL 2014



### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.8,46,061/- (Rupees eight lac forty six thousand and sixty one) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Cheque No No. <u>318728</u>	25.07.2014	Axis Bank Ltd. Kolkata Branch	8,46,061/-	Alauddin Mondal
<b>Total:</b>			<b>8,46,061/-</b>	

Alauddin Mondal

Alauddin Mondal  
[Vendor]

#### Witnesses:

Signature Subrata Sarda

Name Subrata Sarda

Signature Swapan

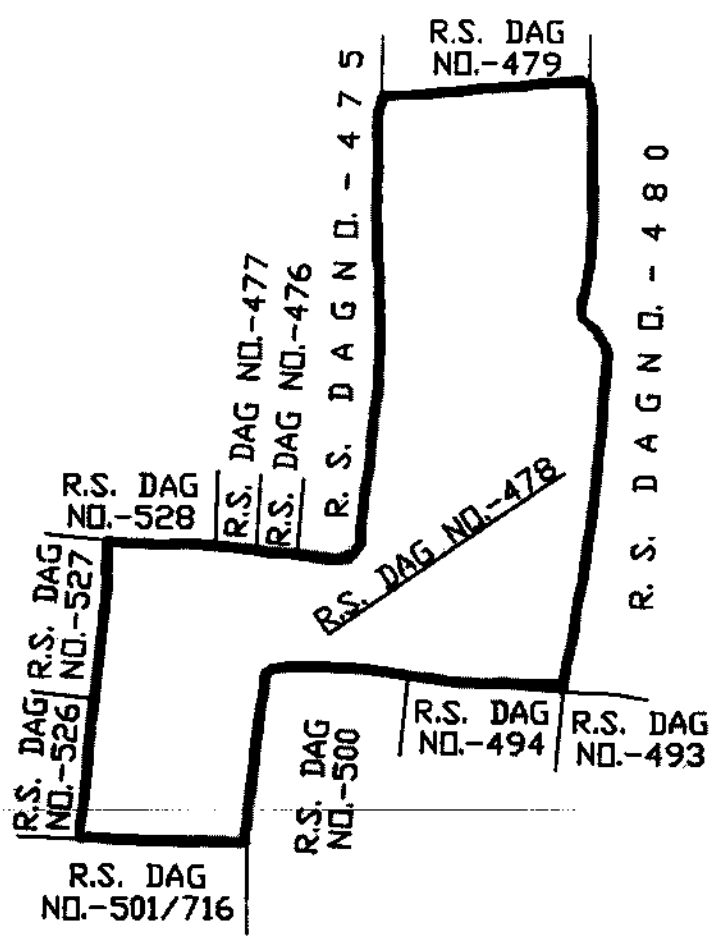
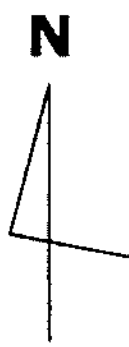
Name Swapan Kan



26 JUL 2014

SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 860 & 46, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.- NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



*Alauddin Mondal*

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 3.4900 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R. DAG NO.- 478.

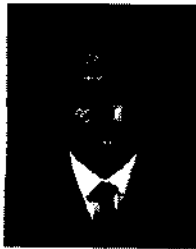

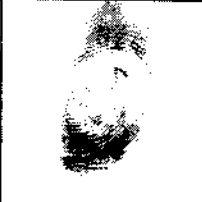


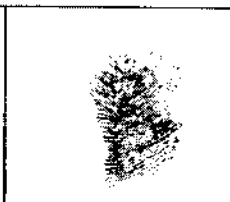











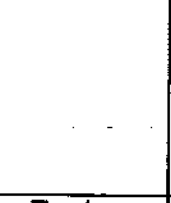
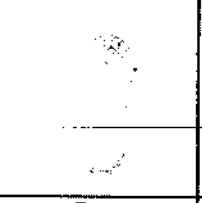
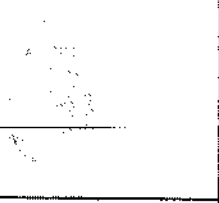
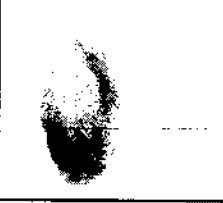

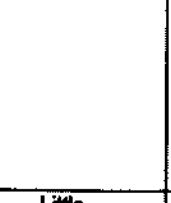
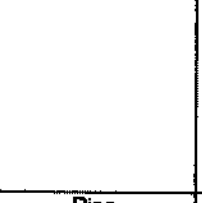

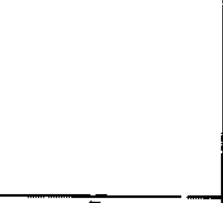

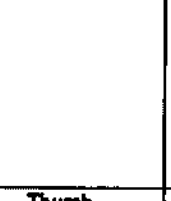
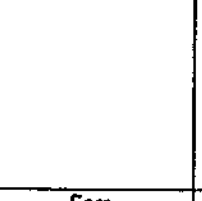
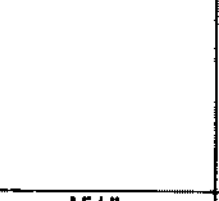
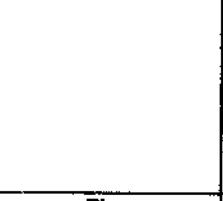
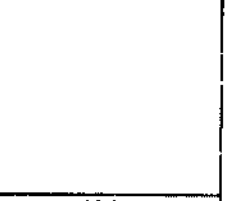
SHOWN THUS :

BASUDEV HOUSING PRIVATE LIMITED  
Director/Authorized Signatory  
*Anurag Bhatta*  
Authorized Signatory  
BASUDEV HOUSING PRIVATE LIMITED



26 JUL 2014

# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Ambar Bhatnagar</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Amul Kumar</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



SECRETARY  
OF ASSAM  
26 JUL 2014  
KATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 47  
Page from 4397 to 4411  
being No 09833 for the year 2014.



(Dulal chandra Saha) 08-August-2014  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal









Dated this 26<sup>th</sup> day of July, 2014

Between

**Alauddin Mondal**  
... Vendor

And

**Basudev Housing Pvt. Ltd.**  
... Purchaser

**CONVEYANCE**

3.4900 (three point four nine zero zero) Decimal  
Portion of  
R.S./L.R. Dag No. 478  
Mouza Bhatenda  
Police Station Rajarhat  
District North 24 Parganas

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

2777

07/05/14

3114/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

79AA 323870

Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet is not attached with this document's are the part of the document.

*Asy*  
 Registrar 3/3 7(2)  
 District 3 (B) Registrar II  
 24 Pgs (14) Barasat

06 MAY 2014

CONVEYANCE

1. Date: 5<sup>th</sup> May 2014
2. Place: Kolkata
3. Parties

*Marufa. Bibi*

*Marufa. Bibi.*

X

X

*Anirban Bhattacharya*

1489

TIMELESS REAL ESTATE PRIVATE LIMITED

*Anirban Bhattacharya*

Director/Authorized Signatory

NAME \_\_\_\_\_  
 ADD. \_\_\_\_\_  
 Rs. \_\_\_\_\_

- 2 APR 2014

**SURANJAN MUKHERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Krl-1

SAHA & RAY  
Advocates  
3A/1, 3rd Floor, Hastings Chambers  
7C, K. S. Shankar Roy Road  
Kolkata - 700001

- 2 APR 2014

- 2 APR 2014

1490

*Maruba Bibi*



*or*

Registrar U/S 7(2)  
District Sub Registrar II  
24 Pgs (N) Barasa'

05 MAY 2014

*MD Manoyar Uddin*  
(MD MANOYAR UDDIN)  
S/O MD Ashraf Uddin  
vill - Rajpachi  
P.O. Post Rajpachet  
Dist (N) 24 Pgs  
Vol - 135  
OC - Business

- 3.1 **Mosammat Marufa Bibi**, wife of Haji Sekh Abdul Rasid Ahamad *alias* Sekh Rasid Ahamad *alias* Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN ADQPB4214L)

(Vendor, includes successors-in-interest)

**And**

- 3.2 **Timeless Realstate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAECT9162F), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.479 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all **title**, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Bindu Bhusan De was the sole owner of *inter alia* land classified as *sahi* (agricultural) measuring 42 (forty two) decimal, more or less, being the entirety of R.S./L.R. *Dag* No.479, comprised in *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

M B



*[Handwritten signature]*

Registrar (I/S 7(2))  
District Sub-Registrar II  
24 Pgs (N) Barasa

**05 MAY 2014**

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 29<sup>th</sup> September, 1997, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. 1, Volume No.1, at Pages 153 to 160, being Deed No.00016 for the year 1998, Mosamma Marufa Bibi (the Vendor herein) purchased from Bindu Bhusan De the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.554/2, in respect of the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 hereinabove) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

Marufa Bibi. 3



*[Signature]*  
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Dgs (N) Barabanki

05 MAY 2014



lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.479 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said

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*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Fgs (N. Barasa)

**05 MAY 2014**

Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.27,27,273/- (Rupees twenty seven lac twenty seven thousand two hundred and seventy three) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. **Terms of Transfer**

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debitars*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bagadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** The Vendor has handed over *has*, vacant, peaceful and physical possession of the Said Property to the Purchaser.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether

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**05 MAY 2014**

as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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Schedule  
(Said Property)

Land classified as *sali* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.479 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By land belonging to R.S./L.R. *Dag* No.471  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* No.478  
**On the West** : By land belonging to R.S./L.R. *Dag* No.475

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	479	554/2	<i>Sali</i>	42	9.00	Mosammat Marufa Bibi
<b>Total Area of Land Sold:</b>					<b>9.00</b>	

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05 MAY 2014



9. Execution and Delivery

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

Marufa. Bibi  
Mosammrat Marufa Bibi

[Vendor]

Timeless Realstate Private Limited

Anban Bhattacharya

Authorized Signatory

[Purchaser]

Drafted by:



Soumya Banerjee, Advocate

Witnesses:

Signature <u>MD M Uddin</u>	Signature <u>[Signature]</u>
Name <u>MD Manoyar Uddin</u>	Name <u>[Name]</u>
Father's Name <u>MD Akbar Uddin</u>	Father's Name <u>S Razil Uddin</u>
Address <u>Vill. Laipachur</u>	Address <u>Vill. Bhataba</u>
<u>P.O. P.S. Rajshahi</u>	<u>Dist. Rajshahi</u>
<u>Dist. Rajshahi</u>	<u>Dist. Rajshahi</u>



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**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of Rs.27,27,273/- (Rupees twenty seven lac twenty seven thousand two hundred and seventy three) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392461	03.05.2014	Axis Bank Limited, Kolkata Branch	27,27,273/-	Mosammat Marufa Bibi
		<b>Total:</b>	<b>27,27,273/-</b>	

*Mosammat Marufa Bibi*

**Mosammat Marufa Bibi**

**[Vendor]**

**Witnesses:**

Signature: *M. M. M. Uddin*

Signature: *S. O. H. H. H.*

Name: *M. M. M. Uddin*

Name: *S. O. H. H. H.*



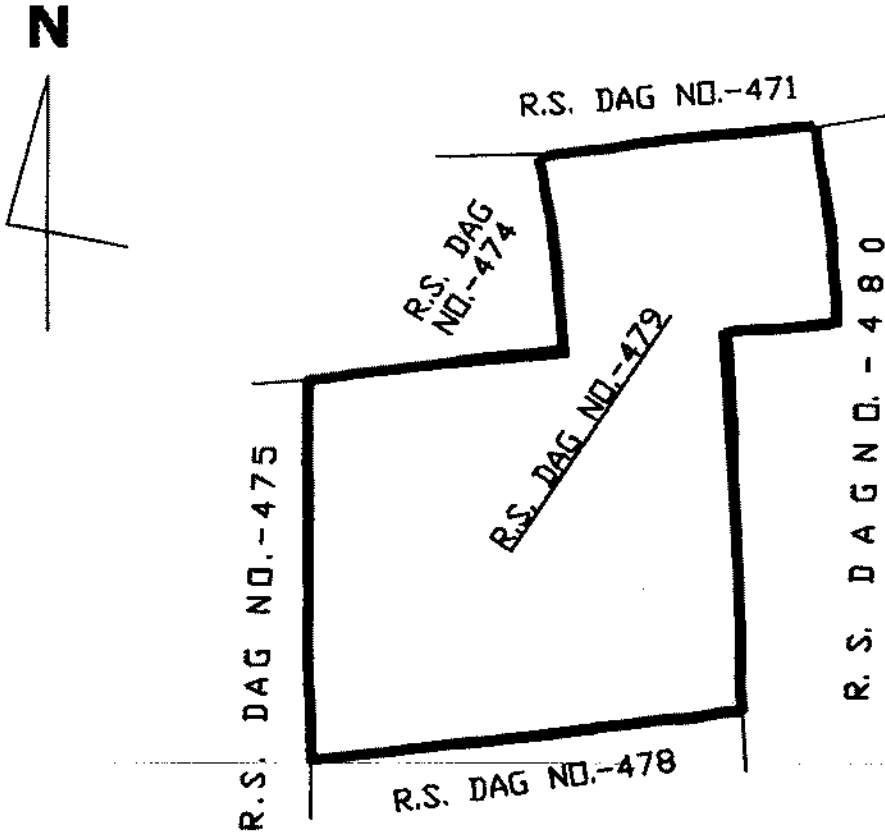


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05 MAY 2014

SITE PLAN OF R.S./L.R. DAG NO.- 479, L.R. KHATIAN NO.- 554/2,  
MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER  
RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-  
NORTH 24 PARGANAS.

Total Area in Dag No.479 is 42 Decimal



*Mouza. Bibi*

TIMELESS REAL ESTATE PRIVATE LIMITED  
*Anubam Bhattacharya*  
Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 9.0000 DECIMAL OUT OF 42 DECIMAL SALI LAND IN R.S/L.R.  
DAG NO.- 479.


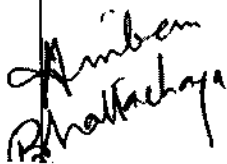










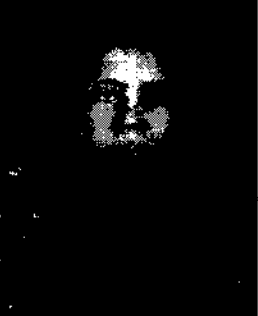
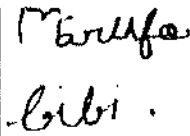


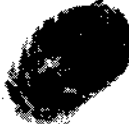

















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05 MAY 2014

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
  						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	
  						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	
						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	



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05 MAY 2014





Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Daed Number : I - 03114 of 2014  
(Serial No. 02777 of 2014 and Query No. 1502L000006364 of 2014)

On 05/05/2014

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

Presented for registration at 16.58 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 05/05/2014 by

1. Marufa Bibi, wife of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
2. Anirban Bhattacharya  
Authorized Signatory, Timeless Realestate Private Limited( A A E C T 9162 F), 111, Park Street, Thana:-Perk Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Business  
Identified By Sk Manoyar Uddin, son of Lt Md Ashraf Uddin, Raigachi, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, Indle, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

**Payment of Fees:**

Amount By Cash

Rs. 30036.00/-, on 06/05/2014

( Under Article : A(1) = 29997/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**Certificate of Market Value(WB RUV rules of 2001)**

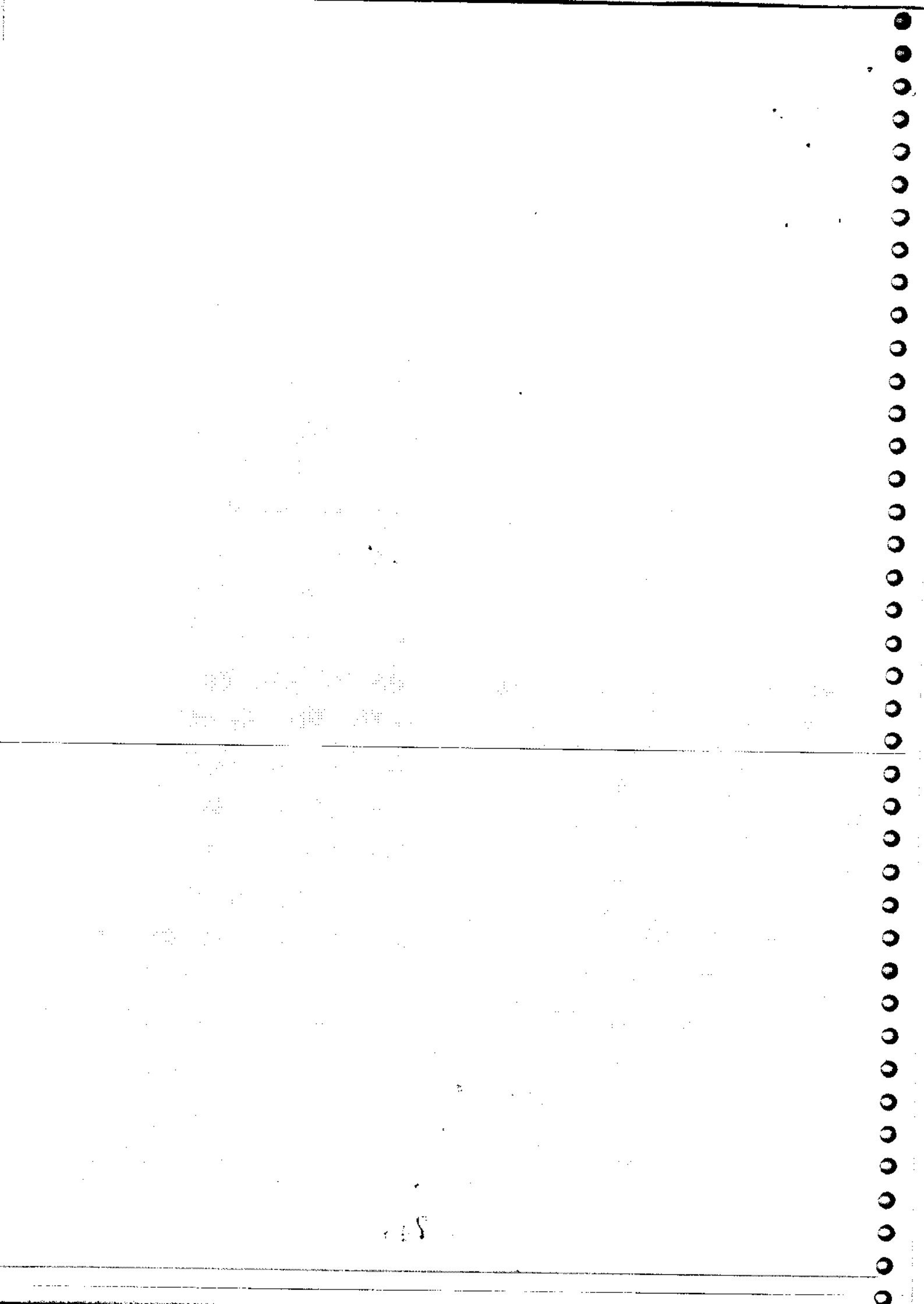
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-27,27,273/-

Certified that the required stamp duty of this document is Rs.- 136374 /- and the Stamp duty paid as: Impresive Rs.- 10/-



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 14:16:00





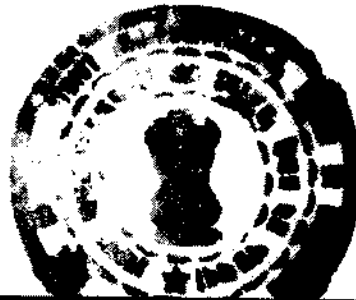
Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03114 of 2014  
(Serial No. 02777 of 2014 and Query No. 1502L000006364 of 2014)

**Deficit stamp duty**

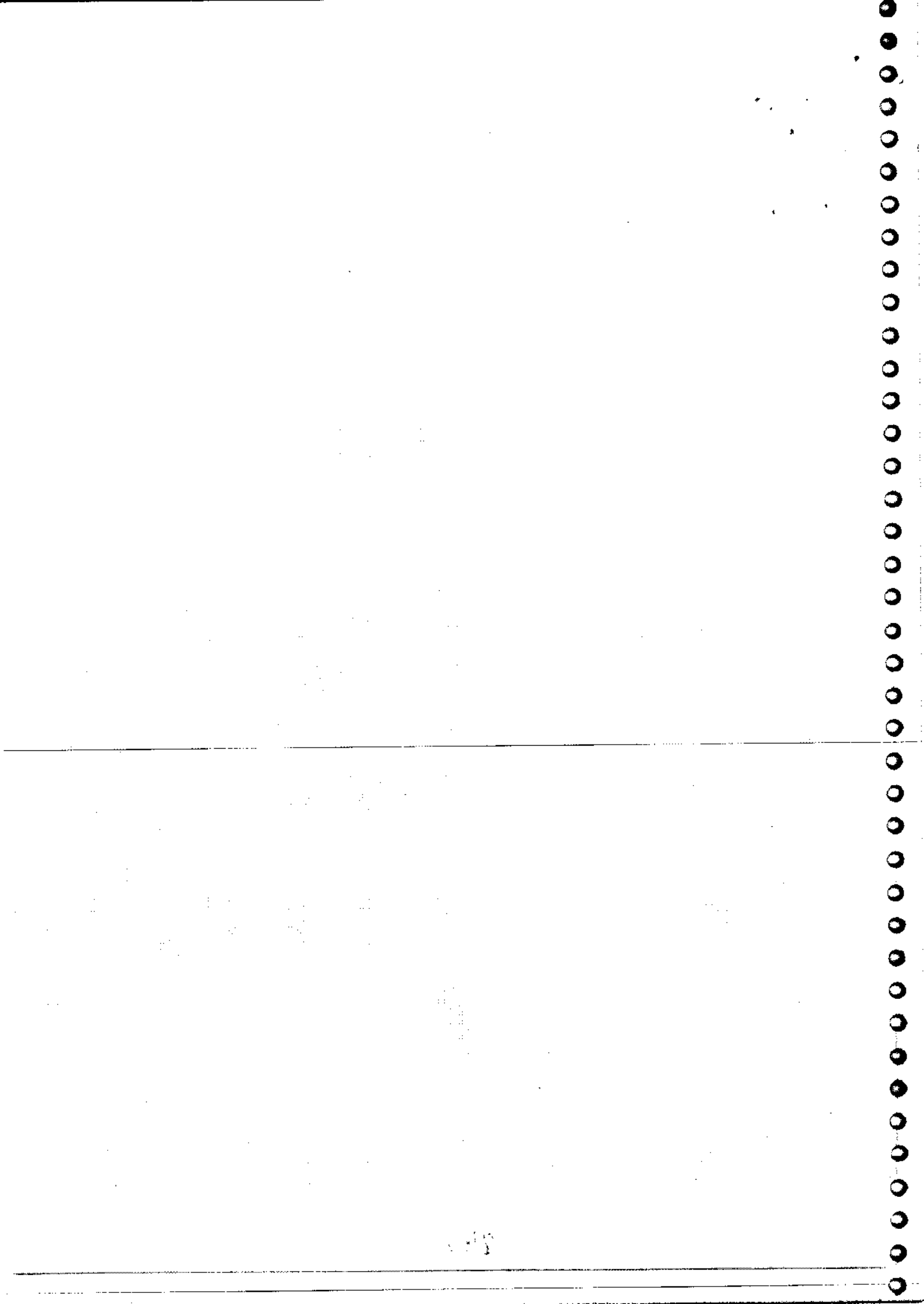
Deficit stamp duty Rs. 136384/- is paid , by the draft number 297111, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

05/05/2014



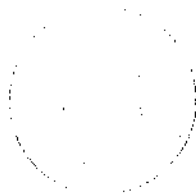


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 2258 to 2272  
being No 03114 for the year 2014.



(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



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BTN/149

7-3113/2014



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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For the purpose of this document is admitted to  
 the rank of... of Rs. 10000 and  
 1/20000...  
 This document is... and

Regd. No. 21  
 Dis. No. 10/10/2014  
 24/05/2014

06 MAY 2014

CONVEYANCE

1. Date: 5<sup>th</sup> May 2014
2. Place: Kolkata
3. Parties

*Marufa Bibi.*

*Marufa Bibi.*

1498

Anurban Bhattacharya



1489

GAJUKHI PROJECTS PRIVATE LIMITED

Anurban Bhattacharya  
Director/Authorized Signatory

NAME.....  
 ADD.....  
 Rs.....

- 2 APR 2014

SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2 E. St. H. S. Ray Road, Kpt-1

SAHA & RAY  
Advocates  
3A/1, 2nd Floor, Hastings Chambers  
17C, Kanchi Shankar Ray Road  
Kolkata - 700001

- 2 APR 2014  
- 2 APR 2014



1490

Matufo. Bibi.

Sr. Mohd Akbar  
5/4 - Sr. Road Akbar  
P.O. - H.S. - Revakhat  
Dist - 24 Pgs (N)  
Barasat



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- 3.1 **Mosammat Marufa Bibi**, wife of Haji Sekh Abdul Rasid Ahamad *alias* Sekh Rasid Ahamad *alias* Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN ADQPB4214L)

(Vendor, includes successors-in-interest)

And

- 3.2 **Gajmukhi Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCG5161J), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayat* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.479 is delineated and demarcated on the **Plan annexed hereto** and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

#### **5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Bindu Bhusan De was the sole owner of *inter alia* land classified as *sahi* (agricultural) measuring 42 (forty two) decimal, more or less, being the entirety of R.S./L.R. *Dag* No.479, comprised in *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

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- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 29<sup>th</sup> September, 1997, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.1, at Pages 153 to 160, being Deed No.00016 for the year 1998, Mosammat Marufa Bibi (the Vendor herein) purchased from Bindu Bhusan De the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.554/2, in respect of the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 hereinabove) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, *uses*, *debentures*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

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lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khaz*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.479 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said

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Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.27,27,273/- (Rupees twenty seven lac twenty seven thousand two hundred and seventy three) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

**8. Terms of Transfer**

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** The Vendor has handed over *has*, vacant, peaceful and physical possession of the Said Property to the Purchaser.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether

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as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.479 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By land belonging to R.S./L.R. *Dag* No.471  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* No.478  
**On the West** : By land belonging to R.S./L.R. *Dag* No.475

**Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.**

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	479	554/2	<i>Sali</i>	42	9.00	Mosammat Marufa Bibi
<b>Total Area of Land Sold:</b>					<b>9.00</b>	

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05 MAY 2014

9. Execution and Delivery

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

Maru. Ba. Bibi  
Mosammat Marufa Bibi

[Vendor]

Gajmukhi Projects Private Limited

Anben Bhattacharya,

Authorized Signatory

[Purchaser]

Drafted by:

Sourav Banerjee

Sourav Banerjee, Advocate

Witnesses:

Signature S. M. H.  
Name Sr. Mohid Ahamma  
Father's Name Sr. Rasid Ahama  
Address P.O. + P.S. - Rajshahi  
Dist- 29131 (N)

Signature S. Chittaranjan  
Name Sr. Chittaranjan  
Father's Name Sr. Rasid Khan  
Address Bhatnagar (N)-131



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**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of Rs.27,27,273/- (Rupees twenty seven lac twenty seven thousand two hundred and seventy three) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No. 392463	03.05.2014	Axis Bank Limited, Kolkata Branch	27,27,273/-	Mosammat Marufa Bibi
<b>Total:</b>			<b>27,27,273/-</b>	

*Mosammat Marufa Bibi*

**Mosammat Marufa Bibi**

**[Vendor]**

**Witnesses:**

Signature

*Sa. M. H.*

Name

*Sa. M. H. Ahmed*

Signature

*S. O. Ahmed*

Name

*S. O. Ahmed*



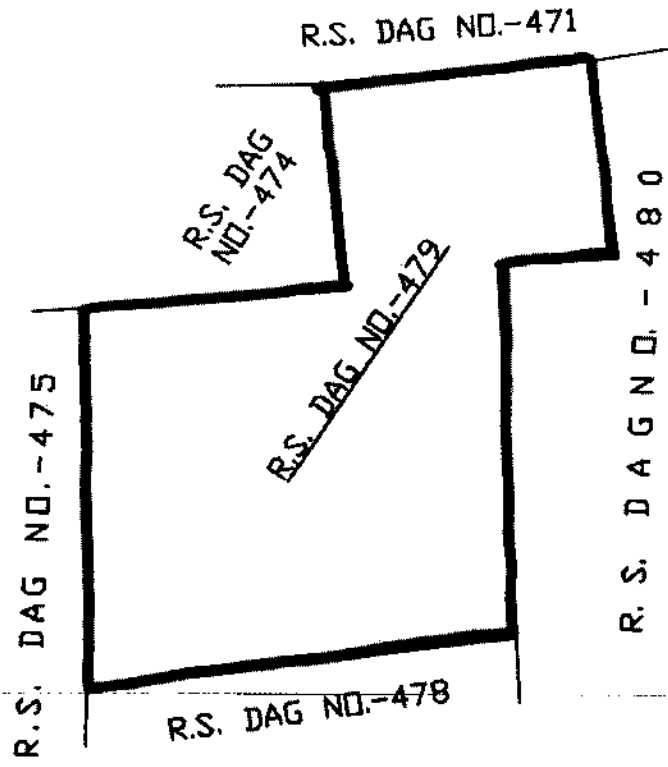
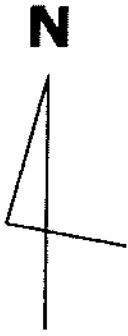
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District Sub. Registrar II  
2<sup>nd</sup> Fqs (N) Barasa

05 MAY 2014



SITE PLAN OF R.S./L.R. DAG NO.- 479, L.R. KHATIAN NO.- 554/2,  
MOUZA - BHATENDA, J.L. NO.- 28, P.5.- RAJARHAT, UNDER  
RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-  
NORTH 24 PARGANAS.

Total Area in Dag No.479 is 42 Decimal



Masum Ba. Bibi

GAMUKHI PROJECTS PRIVATE LIMITED  
Anben Chakraborty  
Director/Authorized Signatory

NAME & SIGNATURE OF THE VENDORS. :

LEGEND : 9.0000 DECIMAL OUT OF 42 DECIMAL SALI LAND IN R.S./L.R.  
DAG NO.- 479.

SHOWN THUS :


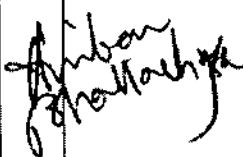





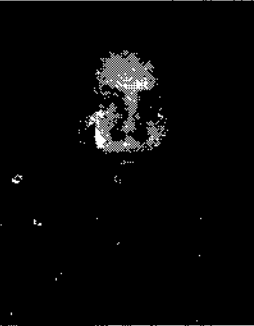
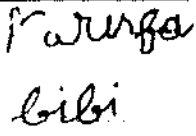

















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05 MAY 2014

**SPECIMEN FORM TEN FINGER PRINTS**

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



*[Signature]*  
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Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03113 of 2014  
(Serial No. 02776 of 2014 and Query No. 1502L000006366 of 2014)

On 05/05/2014

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

Presented for registration at 16.55 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 05/05/2014 by

1. Marufa Bibi, wife of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
2. Anirban Bhattacharya  
Authorized Signatory, Gajmukhi Projects Private Limited( A A F C G 5161 J), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Business  
Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

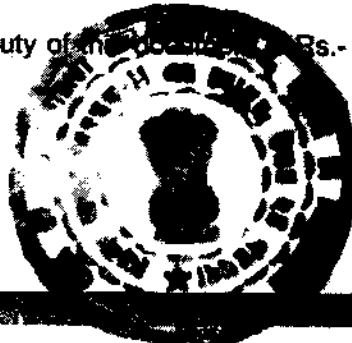
.Rs. 30036.00/-, on 06/05/2014

( Under Article : A(1) = 29997/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014 )

**Certificate of Market Value(WB RDVT Rules of 2001)**

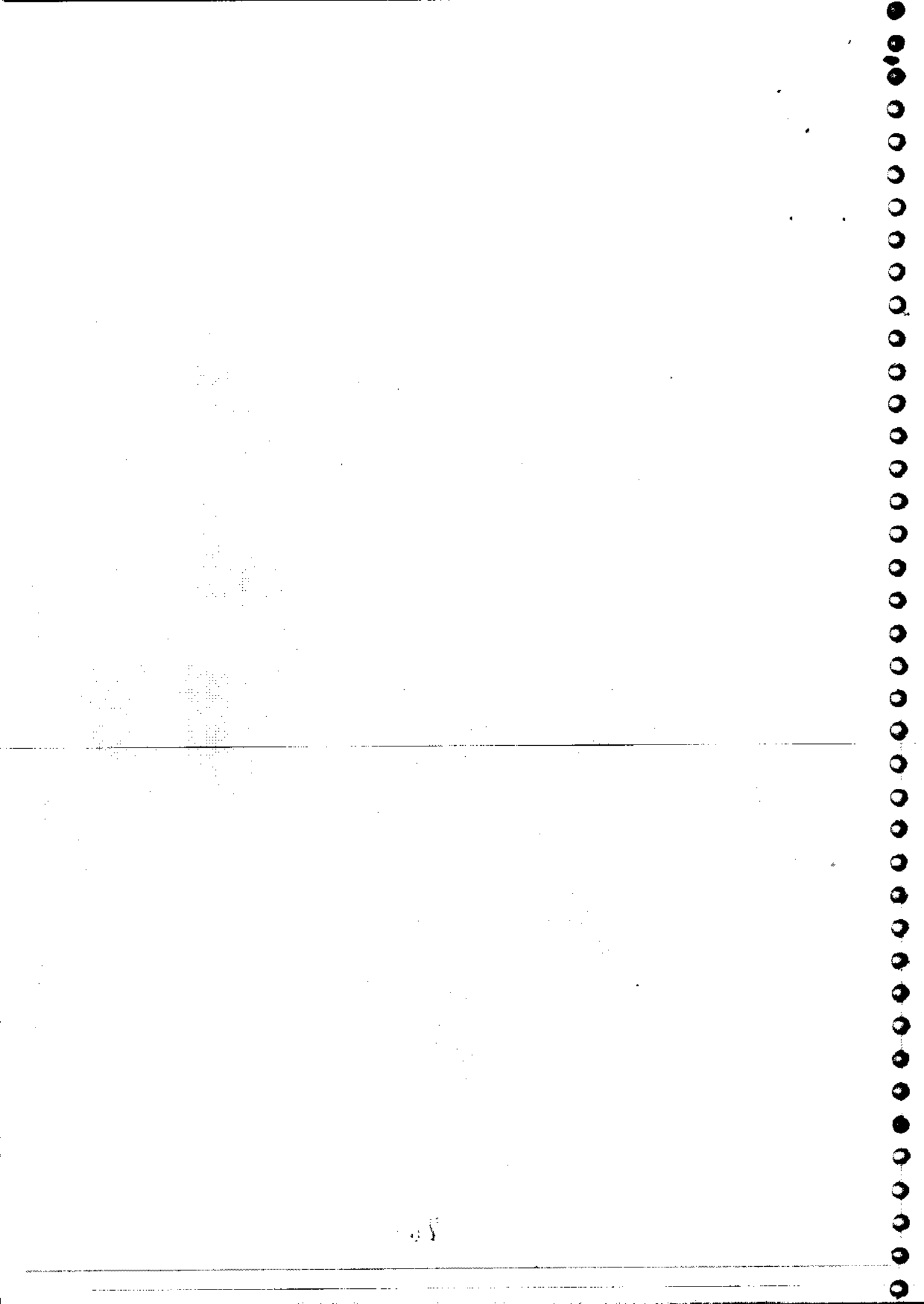
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-27,27,273/-

Certified that the required stamp duty of the deed is Rs.- 136374 /- and the Stamp duty paid as: Impresive Rs.- 10/-



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 14:51:00





Government Of West Bengal  
Office Of the D.S.R. - II NORTH 24-PARGANAS  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03113 of 2014  
(Serial No. 02776 of 2014 and Query No. 1502L000006366 of 2014)

**Deficit stamp duty**

Deficit stamp duty Rs. 136384/- is paid , by the draft number 297114, Draft Date 05/05/2014, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II



( Sushil Kumar Roy )  
DISTRICT SUB-REGISTRAR-II

06/05/2014 13:15:00

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 2243 to 2257  
being No 03113 for the year 2014.



(Sushil Kumar Roy) 13-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. - II NORTH 24-PARGANAS  
West Bengal



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I-3088/2014



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

79AA 323869

I hereby certify that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet attached with this document's are the part of the document

*[Signature]*  
 Registrar U/S (2)  
 District Sub Registrar II  
 24 Pgs (N) Barisal

06 MAY 2014

CONVEYANCE

1. Date: 5<sup>th</sup> May 2014
2. Place: Kolkata
3. Parties

*Moulana. Bibi*

*Moulana. Bibi*

*Arinban Bhattacharya*



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GAJUKHI INFRACON PRIVATE LIMITED  
*Arinban Bhattacharya*  
Director/Authorized Signatory

NAME.....	
ADE.....	
RS.....	
- 2 APR 2014	
SURANJAN MEIKHERJEE	
Licenceo Swing vendor	
C. C. Court	
2 & 3; 1E 51 fully stand. 11/12	

Sole & Party  
Advocates  
115/116, H. S. Road  
Kolkata - 700017

- 2 APR 2014  
- 2 APR 2014



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*Marufa. Bibi*



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Registrar U/S 7(2)  
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*Su. Mehid Khan*  
*S/O - Su. Rosid Khan*  
*P.O. H.S. - Kandi*  
*DIST - 24 Pgs (N)*  
*on business*

05 MAY 2014

- 3.1 **Mosammat Marufa Bibi**, wife of Haji Sekh Abdul Rasid Ahamad *alias* Sekh Rasid Ahamad *alias* Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ADQPB4214L**)

(Vendor, includes successors-in-interest)

**And**

- 3.2 **Gajmukhi Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCG5164P**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayet* (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.479 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 **Ownership of Mother Property:** Bindu Bhusan De was the sole owner of *inter alia* land classified as *sahi* (agricultural) measuring 42 (forty two) decimal, more or less, being the entirety of R.S./L.R. *Dag* No.479, comprised in *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

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05 MAY 2017

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kabala*) dated 29<sup>th</sup> September, 1997, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. 1, Volume No.1, at Pages 153 to 160, being Deed No.00016 for the year 1998, Mosammat Marufa Bibi (the Vendor herein) purchased from Bindu Bhusan De the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.554/2, in respect of the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 hereinabove) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976, or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debtors*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

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**05 MAY 2014**



lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khaz*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 **Surrender/Transfer of Rights:** R.S. Ispat Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Dreamland Plaza Limited, having its office at Room No.205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Kolkata-700072 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.


## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* fi (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.479 is delineated 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 whatsoever or howsoever nature of the Vendor in the Said

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Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.27,27,273/- (Rupees twenty seven lac twenty seven thousand two hundred and seventy three) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
8. **Terms of Transfer**
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *has*, vacant, peaceful and physical possession of the Said Property to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether

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as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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**Schedule  
(Said Property)**

Land classified as *sahi* (agricultural) measuring 9.00 (nine point zero zero) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less [out of 42 (forty two) decimal equivalent to 1 (one) *bigha* 5 (five) *cottah* 6 (six) *chittack* and 25.056 (twenty five point zero five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.479, recorded in L.R. *Khatian* No.554/2, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 *Parganas* and the said *Dag* No.479 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By land belonging to R.S./L.R. *Dag* No.471  
**On the East** : By land belonging to R.S./L.R. *Dag* No.480  
**On the South** : By land belonging to R.S./L.R. *Dag* No.478  
**On the West** : By land belonging to R.S./L.R. *Dag* No.475

**Together with** all title, benefits, easement, authorities, **claims**, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for **access** and user thereof.

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	479	554/2	<i>Sahi</i>	42	9.00	Mosammat Marufa Bibi
<b>Total Area of Land Sold:</b>					<b>9.00</b>	

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9. Execution and Delivery

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

Marufa Bibi

Mosammat Marufa Bibi

[Vendor]

Gajmukhi Infracon Private Limited

Amalendu Bhattacharya

Authorized Signatory

[Purchaser]

Drafted by:

Sourav Barterjee

Sourav Barterjee, Advocate

Witnesses:

Signature S. M. Al

Name S. Mohid Khan

Father's Name S. Rasid Khan

Address P.O. # 13 - Rajshahi

Dist - 24 (95 CV)

Signature S. Rasid Khan

Name S. Rasid Khan

Father's Name S. Rasid Khan

Address Bhadrabad. Tel 131 -



*[Handwritten signature]*

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