

11795/012

BTN/85

12537/12



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पश्चिम बंगाल WEST BENGAL

59AA 930385

26/9/12
8-52 P.M.

Additional Registrar of Assurance II
Kolkata

[Handwritten Signature]



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 of Assurances-II, Kolkata

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CONVEYANCE

1. Date: 28th September, 2012.
2. Place: Kolkata
3. Parties:

[Handwritten Signature]

[Handwritten Signature]

32014

22 SEP 2012

SL. No. DATE
NAME
ADD.
AMT.



Subrata Chatterjee



c- 6852

ARCH VANIJYA PVT. LTD.

Subrata Chatterjee
Authorized Signatory

Bhaskar

MOUSHUM GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



e- 6857

For Terrace & Top (I) Pvt. Ltd.

Bhaskar

Authorized Signatory

Swapan Kar
S/O R. N. Kar
7c. R. S. Roy Road
Kolkata. 700001
Source

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012

- 3.1 **Terrace & Top (India) Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-9, Motijheel Avenue, Kolkata-700074, Police Station Dum Dum (**PAN AACCT1118R**), represented by its authorized signatory Prabir Roy Chowdhury, son of Late Netai Roy Chowdhury, of Hatiara, Police Station New Town, Kolkata-700157

(**Vendor**, includes successors-in-interest)

And

- 3.2 **Arch Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCA8096C**), represented by its authorized signatory, **Subrata Chakraborty**, son of Satinath Chakraborty, of 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street

(**Purchaser**, includes successors-in-interest).

Vendor and Purchaser collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 4.3905 (four point three nine zero five) decimal equivalent to 2 (two) *cottah* 10 (ten) *chittack* and 23 (twenty three) square feet, more or less [out of 45 (forty five) decimal equivalent to 27 (twenty seven) *cottah* 3 (three) *chittack* and 27 (twenty seven) square feet, more or less], being a portion of R.S./L.R. *Dag* No.509, recorded in L.R. *Khatian* No. 142, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet* (**RBGP**), Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No. 509 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 Kumar Chandra Mukhopadhyay:** Kumar Chandra Mukhopadhyay was the sole and absolute owner of the Said Property and he got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat in L.R. *Khatian* No.142, in respect thereof.
- 5.1.2 **Purchase by Vendor:** By a Deed of Sale dated 20th March, 2009, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 7615 to 7629, being Deed No.02597 for the year 2009, the Vendor purchased the entirety of the Said Property from Kumar Chandra Mukhopadhyay, for the consideration mentioned therein.

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012

- 5.1.3 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner 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 Vendors.
- 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, *debulters*, trusts, prohibitions, Income Tax attachment, 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 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.

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**ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012**

6. Basic Understanding

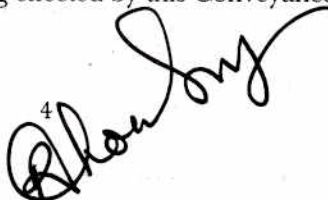

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, 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, 4th 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, 2nd 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 4.3905 (four point three nine zero five) decimal equivalent to 2 (two) *cottah* 10 (ten) *chittack* and 23 (twenty three) square feet, more or less [out of 45 (forty five) decimal equivalent to 27 (twenty seven) *cottah* 3 (three) *chittack* and 27 (twenty seven) square feet, more or less], being a portion of R.S./L.R. *Dag* No.509, recorded in L.R. *Khatian* No. 142, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No. 509 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, 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.11,05,025/- (Rupees eleven lac five thousand and twenty five) 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

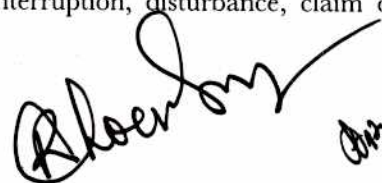
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOPPLA
28 SEP 2012

- 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 and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, 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 covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest 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 the aforesaid.
- 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:** *Khas*, vacant, physical and peaceful possession of the Said Property has been handed over by the Vendor 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 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 assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand





ADDITIONAL REGISTRAR
OF ASSURANCES-II, NEW DELHI
28 SEP 2012

whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **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 the Purchaser's 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 4.3905 (four point three nine zero five) decimal equivalent to 2 (two) *cottah* 10 (ten) *chittack* and 23 (twenty three) square feet, more or less [out of 45 (forty five) decimal equivalent to 27 (twenty seven) *cottah* 3 (three) *chittack* and 27 (twenty seven) square feet, more or less], being a portion of R.S./L.R. *Dag* No.509, recorded in L.R. *Khatian* No. 142, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Bidhannagar, District North 24 Parganas and the said *Dag* No. 509 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. <i>Dag</i> No.502
On the East	:	By land belonging to R.S./L.R. <i>Dag</i> Nos.503, 504, 506 and 507
On the South	:	By Public Road
On the West	:	By land belonging to R.S./L.R. <i>Dag</i> No.510

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.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Bhatenda	509	142	45	4.3905	Kumar Chandra Mukhopadhyay
			Total	4.3905	

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ADDITIONAL REGISTRAR
OF ASSURANCE IN KERALA
28 SEP 2012

9. Execution and Delivery

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

Terrace & Top (India) Private Limited



Authorized Signatory
[Vendor]

Arch Vanijya Private Limited





Authorized Signatory
[Purchaser]

Drafted by:



Saptarshi Roy, Advocate

Witnesses:

Signature 	Signature 
Name <u>Swapan Kar</u>	Name <u>Souvik Banerjee</u>
Father's Name <u>R. N. Kar</u>	Father's Name <u>Saibal Banerjee</u>
Address <u>7C, K. S. Roy Road</u> <u>Kolkata - 70001</u>	Address <u>7C, K. S. Roy Road</u> <u>Kolkata - 70001.</u>

ADDITIONAL REGISTRAR
OF ASSURANCE II KOLKATA
28 SEP 2012

Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.11,05,025/- (Rupees eleven lac five thousand and twenty five) 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.)
Demand Draft No.001741 (part)	18.09.2012	Axis Bank Limited	11,05,025/-
		Total:	11,05,025/-

Terrace & Top (India) Private Limited



Authorized Signatory
[Vendor]

Witnesses:

Signature <u>Swapan</u>	Signature <u>[Signature]</u>
Name <u>Swapan Kar</u>	Name <u>Sourav Banerjee</u>

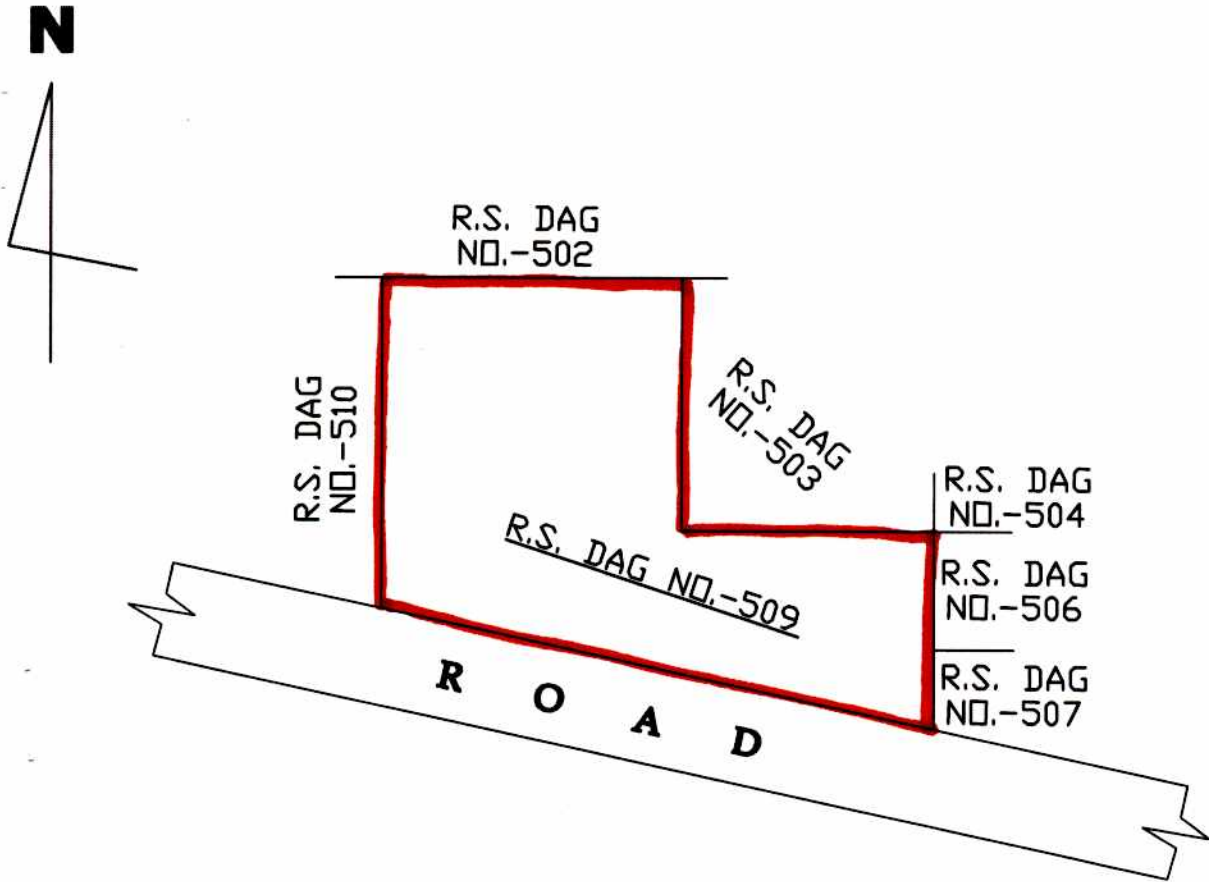


ADDITIONAL REGISTRAR
OF ASSURANCE COI, KOLKATA
28 SEP 2012

PLAN

**SITE PLAN OF R.S./L.R. DAG NO.- 509, L.R. KHATIAN NO.- 142,
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.509 is 45 Decimal



For Terrace & Top (I) Pvt. Ltd.
[Signature]
Director Authorized Signatory

Arch Vanijya Pvt. Ltd.

[Signature]
Authorized Signatory

NAME & SIGNATURE OF THE VENDORS. :

**LEGEND : 4.3905 DECIMAL OUT OF 45 DECIMAL SALI LAND IN R.S./L.R.
DAG NO.- 509.**





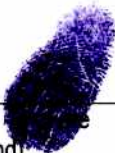

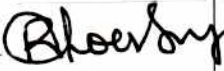











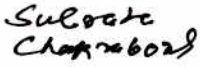















SHOWN THUS: 



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ADDITIONAL REGISTRAR
OF ASSURANCE, KULIAHA
28 SEP 2012

SPECIMEN FORM TEN FINGER PRINTS

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



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ADDITIONAL REGISTRATION
OF ASSURANCES-II, MADAGASCAR
28 SEP 2012



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

Endorsement For Deed Number : I - 12537 of 2012
(Serial No. 11795 of 2012)

On

Payment of Fees:

On 28/09/2012

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

Presented for registration at 21.52 hrs on :28/09/2012, at the Private residence by Subrata Chakraborty ,Claimant.

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

Execution is admitted on 28/09/2012 by

1. Prabir Roy Chowdhury
Authorised Signatory, Terrace & Top (India) Pvt Ltd, P- 9, Mmotijheel Avenue, Kol, Thana:-Dum Dum, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074.
, By Profession : Others
2. Subrata Chakraborty
Authorised Signatory, Arch Vanijya Pvt Ltd, 1st Floor, 111, Park Street, Kol, Thana:-Park Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others

Identified By Swapan Kar, son of R N Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

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

On 04/10/2012

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-17,02,980/-

Certified that the required stamp duty of this document is Rs.- 85169/- and the stamp duty paid as: Impressive Rs.- 10/-

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

On 06/10/2012

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

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

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

06/10/2012 14:31:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 12537 of 2012
(Serial No. 11795 of 2012)

Payment of Fees:

Amount By Cash

Rs. 18820.00/-, on 06/10/2012

(Under Article : A(1) = 18722/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 06/10/2012)

Deficit stamp duty

Deficit stamp duty Rs. 85169/- is paid 03888628/09/2012 State Bank of India, DALHOUSIE SQUARE,
received on 06/10/2012

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



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

06/10/2012 14:31:00

EndorsementPage 2 of 2

Dated this 28th day of September, 2012

Between

**Terrace & Top (India) Pvt. Ltd.
... Vendor**

And

**Arch Vanijya Pvt. Ltd.
... Purchaser**

CONVEYANCE


**4.3905 Decimal
Portion of
R.S./L.R. Dag No.509
Mouza Bhatenda
District North 24 Parganas**

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 49
Page from 5044 to 5057
being No 12537 for the year 2012.




(Dulal chandra Saha) 08-October-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal