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CONVEYANCE

2 da

Date: 28th September 2012

2. Place: Kolkata

Parties:

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No. of the



Sulvete Charabel



Inimil Vyapaar Private Limited (

Sulvere Charrolo Authorised Signatory

MIDENSEN TAME VENDOR
KOLKATA REGISTRATION OFFICE

e-6854

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- 3.1 Rabindra Nath Naskar, son of Late Rajani Kanta Naskar, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN ABOPN7464L)
- 3.2 Karabi Naskar, wife of Rabindra Nath Naskar, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN AKKPN4194L)

(collectively Vendors, includes successors-in-interest)

And

3.3 Jhilmil Vyapaar 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 AABCJ8359B), 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).

Vendors 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 sah (agricultural) measuring 9.75 (nine point seven five) decimal equivalent to 5 (five) collab 14 (fourteen) chillack and 17 (seventeen) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 93 (ninety three) collab 12 (twelve) chillack and 18 (eighteen) square feet, more or less], being a portion of R.S./L.R. Dag No.478, recorded in L.R. khahan Nos. 46, 89 and 460, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Punchayet (RBGP), Sub-Registration District 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 Vendors 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 Vendors represent and warrant to and covenant with the Purchaser regarding title as follows:
- 5.1.1 Ownership of Ahi Bhusan De & Ors.: Ahi Bhusan De, Indra Bhusan De and Bindu Bhusan De (collectively Ahi Bhusan De & Ors.) were the joint and absolute owners of the Said Property and they got their names mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian Nos. 46, 89 and 460, respectively, in respect thereof.
- 5.1.2 Settlement Amongst Ahi Bhusan De & Ors.: By way of settlement of various properties owned jointly and/or severally by Ahi Bhusan De & Ors. which mter alia





- consisted of the Said Property, Ahi Bhusan De became the sole owner of inter alia the Said Property to the exclusion of his other 2 (two) brothers, namely, Indra Bhusan De and Bindu Bhusan De.
- 5.1.3 Demise of Ahi Bhusan De: Ahi Bhusan De, a Hindu governed by the Dayabhaga School of Hindu Law, died utestate, leaving behind him surviving his wife, Beena De, his 2 (two) sons, namely, Haru De and Smarajit De and 5 (five) daughters, namely, Aparajita Biswas, Dipti Biswas, Rama Sarkar, Chandra De and Shampa De as his sole legal heiresses and heirs, who jointly and equally inherited the entire right, title and interest of Late Ahibhusan De inter aha in the Said Property.
- 5.1.4 First Sale to Haru De and Smarajit De: By a Deed of Sale in Bengali language (Kobala) dated 5th June, 1990, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No. 91, at Pages 279 to 288, being Deed No.4113 for the year 1990, Beena De, Aparajita Biswas, Rama Sarkar, Chandra De and Shampa De sold, conveyed and transferred the entirety of their share in the Said Property to Haru De and Smarajit De, for the consideration mentioned therein.
- 5.1.5 Second Sale to Haru De and Smarajit De: By a Deed of Sale in Bengali language (Kobala) dated 18th October, 1993, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No. 175, at Pages 387 to 396, being Deed No.8215 for the year 1993, Dipti Biswas sold, conveyed and transferred the entirety of her share in the Said Property to Haru De and Smarajit De, for the consideration mentioned therein.
- 5.1.6 Ownership of Haru De and Smarajit De: In the abovementioned circumstances, Haru De and Smarajit De became the joint owners of the Said Property, each having ½ (one half) share and/or interest therein.
- 5.1.7 Purchase by Vendors: By a Deed of Sale in Bengali language (Kobala) dated 16th August, 2002, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No. 163, at Pages 295 to 314, being Deed No.02868 for the year 2003, the Vendors purchased inter alia the entirety of the Said Property from Haru De and Smarajit De, for the consideration mentioned therein.
- 5.1.8 Absolute Ownership of Vendors: In the abovementioned circumstances, the Vendors have become the joint and absolute owners of the Said Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent and warrant to and covenant with the Purchaser regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare 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 Vendors do 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.

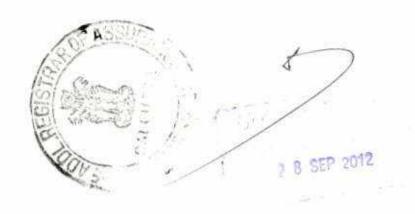


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- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendors have 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 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 Vendors 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, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.
- 6. Basic Understanding
- 6.1 Sale of Said Property: The basic understanding between the Vendors and the Purchaser is that the Vendors 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, 2th 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 Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' 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 9.75 (nine point seven five) decimal equivalent to 5 (five) cottah 14 (fourteen) chittack and 17 (seventeen) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 93 (ninety three) cottah 12 (twelve) chittack and 18 (eighteen) square feet, more or less], being a portion of R.S./L.R. Dag No.478, recorded in L.R. Khatian Nos. 46, 89 and 460, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District 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, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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.11,79,750/- (Rupees eleven lac seventy nine thousand seven hundred and fifty) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

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, hargadars and liabilities whatsqueer or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Property and all other appurtenances 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 Vendors: express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' 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 Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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 Vendors 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendors hereby covenant 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 whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake 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 Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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.







ADDITIONAL RECEIPALL
OF ASSULT MAISHLE MOLIFATA
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Schedule (Said Property)

Land classified as sali (agricultural) measuring 9.75 (nine point seven five) decimal equivalent to 5 (five) cottah 14 (fourteen) chittack and 17 (seventeen) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 93 (ninety three) cottah 12 (twelve) chittack and 18 (eighteen) square feet, more or less], being a portion of R.S./L.R. Dag No.478, recorded in L.R. Khatian Nos. 46, 89 and 460, 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. 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 and 479
On the East		By land belonging to R.S./L.R. Dag Nos.480, 494 and 500
On the South		By land belonging to R.S./L.R. Dag Nos.500 and 501/716
On the West	:	By land belonging to R.S./L.R. Dag Nos.475, 476, 477, 526, 527 and 528

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owners
Bhatenda	478	46, 89, 460	155	9.75	Indra Bhusan De Ahi Bhusan De Bindu Bhusan De
	,		Total	9.75	







9. Execution and Delivery

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

Karabi Naskar		
un pour		

[Vendors]

Jhilmil Vyapaar Private Limited

Sul rate Changel.

Authorized Signatory

[Purchaser]

Drafted by: Saptarshi Roy, Advocate

Signature Waporn Signature Signature

Name Swaporn Kon Name Souran Bananga

Father's Name R. N Kon Father's Name Saibal Bananga

Address FC. K.S. Roy Load Address FC, K.S. Roy Road Kolkala - Foodol Kalkala - Foodol



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Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.11,79,750/- (Rupees eleven lac seventy nine thousand seven hundred and fifty) 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.)
Pay Order No.362637 (Part)	27.09.2012	Axis Bank Limited	5,89,875/-
Pay Order No.362638 (Part)	27.09.2012	Axis Bank Limited	5,89,875/-
		Total:	11,79,750/-

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Rabindra Nath Naskar

[Vendors]

Karabi Naskar

Witnesses:

Signature.

Name

Signature_

225

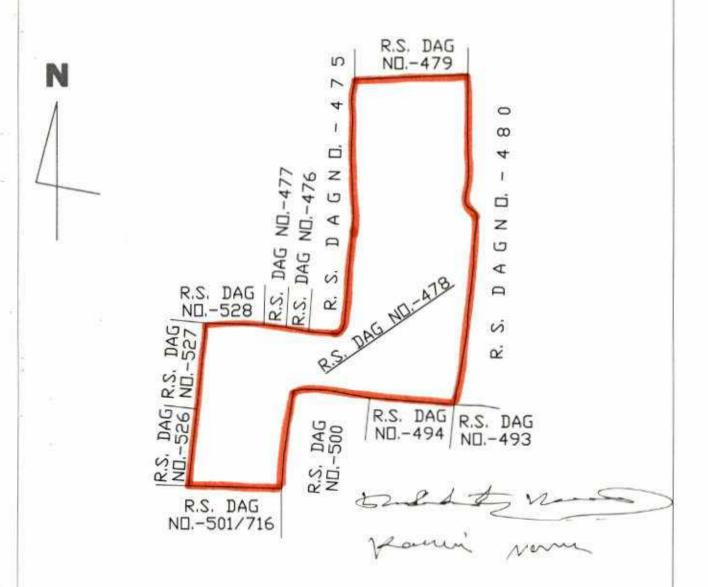


2 8 SEP 2012

PLAN

SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 46, 89 & 460, 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



Jhilmil Vyapaar Pvt. Ltd.

Subsidia Classicans

Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S.:

LEGEND: 9.7500 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S/L.R. DAG NO.- 478.

SHOWN THUS:





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ADDITIONAL REGISTRAR OF ASSURANCES-II, KULKATA

2 8 SEP 2012



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

Endorsement For Deed Number: 1 - 12553 of 2012

(Serial No. 11735 of 2012)

On

Fayment of Fees:

On 28/09/2012

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

Presented for registration at 15.08 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

- Rabindra Nath Naskar, son of Late Rajani Kanta Naskar, Bhatenda, Thana:-Rajarhat, P.O.:-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
- 2. Karabi Naskar, wife of Rabindra Nath Naskar , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat District: North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
- Subrata Chakraborty

Authorised Signatory, Jhilmil Vyapaar 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.-13.86.663/-

Certified that the required stamp duty of this document is Rs. - 69353 - and the Stamp duty paid as: Impresive Rs.- 10/-

(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

On 06/10/2012

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

(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

06/10/2012 14:36:00



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

Endorsement For Deed Number : I - 12553 of 2012 (Serial No. 11735 of 2012)

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 Cash

Rs. 15344.00/-, on 06/10/2012

(Under Article : A(1) = 15246/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 06/10/2012)

Deficit stamp duty

Deficit stamp duty Rs. 69353/- is paid03894828/09/2012State Bank of India, DALHOUSIE SQUARE, received on 06/10/2012

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



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

Between

Rabindra Nath Naskar & Anr. ... Vendors

And

Jhilmil Vyapaar Pvt. Ltd. ... Purchaser

CONVEYANCE

9.75 Decimal Portion of R.S./L.R. Dag No. 478 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 5014 to 5028 being No 12553 for the year 2012.



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