

11742/012

BTN/27

12541/12



पश्चिम बंगाल WEST BENGAL

59AA 930414

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, Kolkata



Q. 26440h
7-37 P.M.

Registrar of Assurances
Kolkata
28/9/12

v/c no: 3121/12

250
250

CONVEYANCE

28/9

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

&

31729

21 SEP 2012

SL No.
NAME
ADD.
AMT.



1 Rishu



e-6853

Terpenit Consultancy Services Private Limited

Rishu

Authorised Signatory
Authorised Signatory

Rishu

MR. RISHU
LICENSED COMPANY VENDOR
KOLKATA REGISTRATION OFFICE



e-6854

Debjit



e-6855

Soumi



Swapan Kar
S/O R. N. Kar
7C, K. S. Roy Road
Kolkata. 700 001
Sewra

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012

- 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 **Terapanth Consultancy Services 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 AACCT4836A**), represented by its authorized signatory, **Raghendra Kumar Mishra**, son of Ajit Kumar Mishra, 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 *sahi* (agricultural) measuring 8.50 (eight point five zero) decimal equivalent to 5 (five) *cottah* 2 (two) *chittack* and 13 (thirteen) square feet, more or less [out of 34 (thirty four) decimal equivalent to 20 (twenty) *cottah* 9 (nine) *chittack* and 5 (five) square feet, more or less], being a portion of R.S./L.R. *Dag* No.496, recorded in L.R. *Khatian* Nos.1754 and 1755, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishinupur No. 1 *Gram Panchayet* (**RBGP**), Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No. 496 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 Vendors:** The Vendors are the joint and absolute owners of *inter alia* 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. 1754 and 1755, respectively, in respect thereof.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent and warrant to and covenant with the Purchaser regarding encumbrances as follows:



REPUBLIC OF CALIFORNIA
28 SEP 2012

- 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.
- 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 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 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 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 *khata*, 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.



ADDITIONAL SECRETARY
OF ASSURANCE
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- 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 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 *sahi* (agricultural) measuring 8.50 (eight point five zero) decimal equivalent to 5 (five) *cottah* 2 (two) *chittack* and 13 (thirteen) square feet, more or less [out of 34 (thirty four) decimal equivalent to 20 (twenty) *cottah* 9 (nine) *chittack* and 5 (five) square feet, more or less], being a portion of R.S./L.R. *Dag* No.496, recorded in L.R. *Khatian* Nos.1754 and 1755, *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. 496 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.10,28,500/- (Rupees ten lac twenty eight thousand and five hundred) 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 and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or



ADDITIONAL DIRECTOR
OF ASSURANCE
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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, 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 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

POST & SEAF
KOLKATA

ADDITIONAL REGISTRAR
GENERAL INSURANCE, KOLKATA
28 SEP 2012

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.

Schedule
(Said Property)

Land classified as *sali* (agricultural) measuring 8.50 (eight point five zero) decimal equivalent to 5 (five) *cottah* 2 (two) *chittack* and 13 (thirteen) square feet, more or less [out of 34 (thirty four) decimal equivalent to 20 (twenty) *cottah* 9 (nine) *chittack* and 5 (five) square feet, more or less], being a portion of R.S./L.R. *Dag* No.496, recorded in L.R. *Khatian* Nos.1754 and 1755, *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. 496 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> Nos.490, 492 and 493
On the East	:	By land belonging to <i>Mouza</i> Kalaberia
On the South	:	By land belonging to R.S./L.R. <i>Dag</i> No.497
On the West	:	By land belonging to R.S./L.R. <i>Dag</i> No.495

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:

<i>Mouza</i>	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	496	1754	34	4.25	Rabindra Nath Naskar
Bhatenda	496	1755	34	4.25	Karabi Naskar
			Total	8.50	

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ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
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.



Rabindra Nath Naskar



Karabi Naskar

[Vendors]

Terapanth Consultancy Services Private Limited



Authorized Signatory
[Purchaser]

Drafted by:



Saptarshi Roy, Advocate

Witnesses:

Signature Swapan
Name Swapan Kar
Father's Name R.N. Kar
Address 7C, K.S. Roy
Road Kolkata-700001

Signature Sourav Banerjee
Name Sourav Banerjee
Father's Name Saibal Banerjee
Address 7C, K.S. Roy Road
Kolkata-700001.



[Handwritten signature]
ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
28 SEP 2012

Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.10,28,500/- (Rupees ten lac twenty eight thousand and five hundred) 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	5,14,250/-
Pay Order No.362638 (Part)	27.09.2012	Axis Bank Limited	5,14,250/-
		Total:	10,28,500/-



Rabindra Nath Naskar



Karabi Naskar

[Vendors]

Witnesses:

Signature Swapan

Name Swapan Koul

Signature Sourav

Name Sourav Banerjee



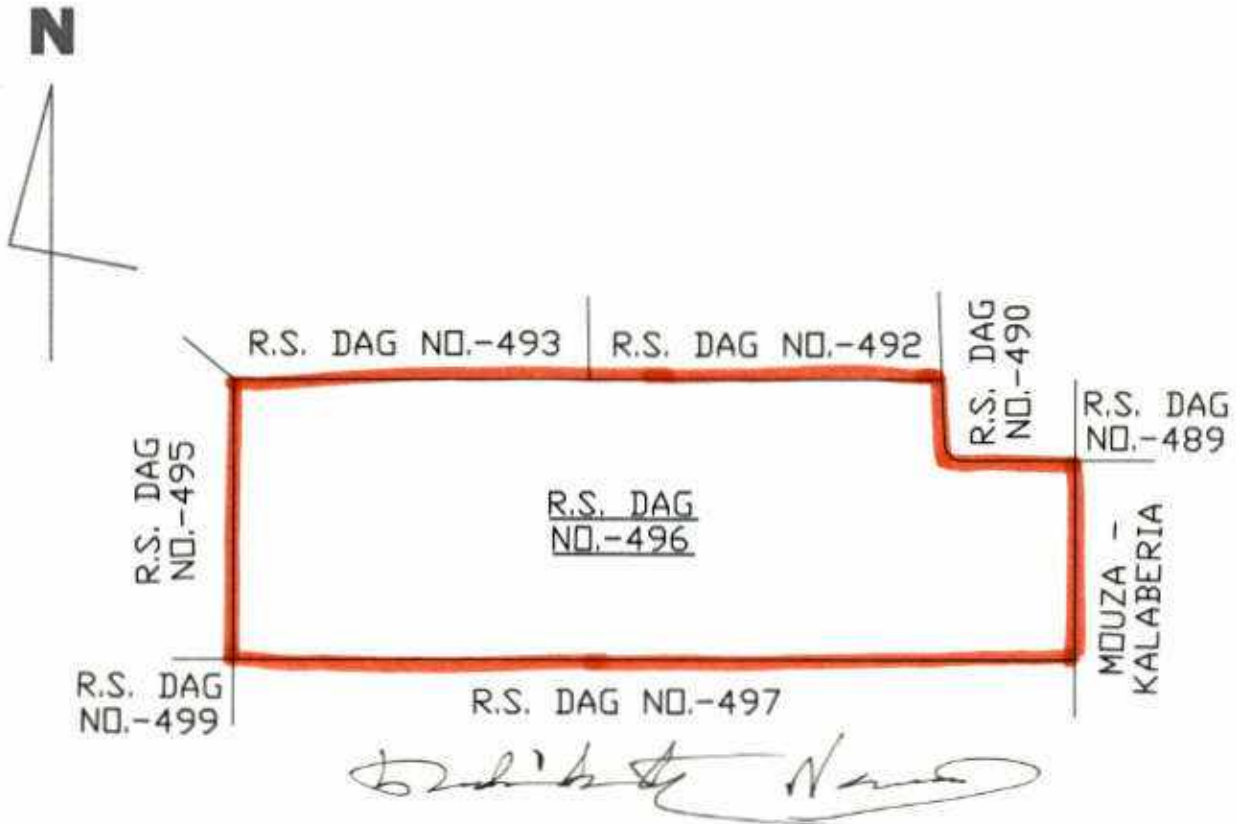
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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012

PLAN

SITE PLAN OF R.S./L.R. DAG NO.- 496, L.R. KHATIAN NO.- 1754 & 1755, 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.496 is 34 Decimal



[Handwritten Signature]

Terapanth Consultancy Services Pvt. Ltd.

[Signature]
Authorized Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 8.5000 DECIMAL OUT OF 34 DECIMAL SALI LAND IN R.S./L.R. DAG NO.- 496.

SHOWN THUS : 



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012

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	
 						
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring	Little	



ADDITIONAL REGISTRAR
OF ASSURANCE IN KOLKATA
28 SEP 2012



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

Endorsement For Deed Number : I - 12541 of 2012
(Serial No. 11742 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 19.37 hrs on :28/09/2012, at the Private residence by Raghwendra Kumar Mishra ,Claimant.

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

Execution is admitted on 28/09/2012 by

1. Rabindra Nath Naskar, son of Late Rajani Kanta Naskar , Village: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 , Village:Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
3. Raghwendra Kumar Mishra
Authorised Signatory, Terapanth Consultancy Services 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.-12,08,886/-

Certified that the required stamp duty of this document is Rs. - 60464 /- 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 chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 12541 of 2012
(Serial No. 11742 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. 13386.00/-, on 06/10/2012

(Under Article : A(1) = 13288/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 06/10/2012)

Deficit stamp duty

Deficit stamp duty Rs. 60464/- is paid 03889728/09/2012 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 14:32:00

EndorsementPage 2 of 2

Dated this _____ day of _____, 2012

Between

**Rabindra Nath Naskar & Anr.
... Vendors**

And

**Terapanth Consultancy Services Pvt. Ltd.
... Purchaser**

CONVEYANCE

8.50 Decimal
Portion of
R.S./L.R. Dag No. 496
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 4953 to 4966
being No 12541 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