

6563

KM/17

①- 6276/12

Saha & Ray



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

10AA 955905

Certified that the document is submitted in duplicate. The Signature sheet and the endorsement sheet attached with the document are the part of this instrument.

P. K. Saha, S. H. Ray, Registrar  
Municipal Corporation, West Bengal

5 JUN 2012

CONVEYANCE

1. Date: 8<sup>th</sup> June

2. Place: Kolkata

3. Parties:

3.1 Bengal Greenfield Housing Development Company Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7<sup>th</sup> Floor, Hi- Tech Chambers, 84/1B, Topsia Road (South), Police Station Topsia, Kolkata-700046, [PAN AABC9549D], represented by its Director, Tamal Bhattacharjee, son of Late Ramendra Chandra Bhattacharjee, of 7<sup>th</sup> Floor, Hi- Tech Chambers, 84/1B, Topsia Road (South), Kolkata-700046

Vendor, includes successors-in-interest

*Tamal Bhattacharjee*

*B.*

113194

03 MAR 2011

SAHA & RAY  
Advocates  
3rd Floor, Hostlers Chambers  
15, Green Park Road  
Kolkata - 700011

Bijray Agard



V C I R  
PP 57

SAHA & RAY  
Advocates

*[Signature]*

For Panorama Marketing Ltd.

Bijray Agard

Director



V C I R  
PP 58

BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

*[Signature]*  
Kamal Bhattacharya

DIRECTOR

Kamal Bhattacharya  
14, Prisooy Bhattacharya  
216, M.N. Roy Road  
P.S. Sonarpur, West 14th  
Service



Addl. District Sub-Registrar  
Baunpur, South 24 Parganas

08 JUN 2012



And

3.2 **Panorama Marketing Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Subham Unit No. 104, 1, Sarojini Naidu Sarani, Police Station Park Street, Kolkata - 700017 [PAN AABCP1466H], represented by its authorized signatory, Bajrang Lal Agarwal, son of Late Dulichand Agarwal, of 2, Rowland Road, Police Station Karaya, Kolkata - 700020

(**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:** *Danga* (highland) land measuring 19 (nineteen) decimal [equivalent to 11.515 (eleven point five one five) *cottah*], more or less, being the portion of R.S./L.R. *Dag* No. 96, recorded in L.R. *Khatian* No. 777, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet* (**HGP**), Sub-Registration District Baruipur, District South 24 Parganas more fully described in the **Schedule** below and the said R.S./L.R. *Dag* No. 96 being 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

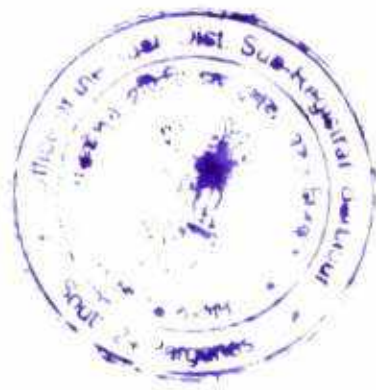
5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of Madan Mohan Das Bagani:** Madan Mohan Das Bagani was the owner of the entirety of the Said Property, free from all encumbrances and got his name mutated in the records of the Block Land And Land Reforms Office, Baruipur in L.R. *Khatian* No. 777, in respect thereof.

5.1.2 **Purchase by Vendor:** By a Deed of Conveyance dated 26<sup>th</sup> April, 2011, registered in the Office of District Sub Registrar IV, Alipore, in Book No. I, CD Volume No. 11, at Pages 2077 to 2090, being Deed No. 3166 for the year 2011, the Vendor purchased the entirety of the Said Property from Madan Mohan Das Bagani, through his constituted attorney, Prabir Sardar, free from all encumbrances and for the consideration mentioned therein.

5.1.3 **Absolute Ownership of Vendor:** In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property, free from all encumbrances.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:



Add. District Sub-Registrar  
Bardhaman, U 8, Palpa, Nepal

U 8, 10/06/2012

- 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 the *Panchayet* Authority or Government or any 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. In a meeting dated 20<sup>th</sup> April, 2012, the Board of Directors of the Vendor adopted a resolution to the effect that Tamal Bhattacharjee, Director, be authorized to sell *inter alia* the Said Property on such terms and conditions and in such manner as Tamal Bhattacharjee, Director, may consider beneficial and convenient for the Vendor. Tamal Bhattacharjee, has been authorized and empowered by the Vendor to sign this Conveyance upon observance of all due process of law and is thus competent and lawfully authorized to execute this Conveyance on behalf of the Vendor.
- 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 Pre-emption:** No person or persons whatsoever have/had/has any right of pre-emption 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 attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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 Corporate Guarantee:** The Said Property is not affected by or subject to any corporate 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.



Adl. District Sub-Registrar  
Registrar, South 24 Bangalore

08 Oct 2012



## 6. Basic Understanding

6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will 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 will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).

6.2 **Surrender of Rights by Pushpadant Infrastructure Limited:** Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [**PAN AAFCP1441G**] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.

## 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, *danga* (highland) land measuring 19 (nineteen) decimal [equivalent to 11.515 (eleven point five one five) *cottah*], more or less, being the portion of R.S./L.R. *Dag* No. 96, recorded in L.R. *Khatam* No. 777, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 96 being 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 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.35,69,650/- (Rupees thirty five lac sixty nine thousand six hundred and fifty) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as 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, vestings, *bagadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully,







Addl. District Sub-Registrar  
Burdwan, South 24 Parganas

08 JUN 2012

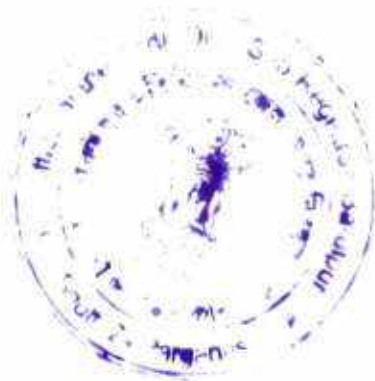


rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

- 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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.3 **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.
- 8.4 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.
- 8.5 **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.
- 8.6 **Holding Possession:** The Vendor hereby covenants that the Purchaser and its 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.7 **Indemnity:** 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 any encumbrance on the Said Property.
- 8.8 **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 for causing mutation of the Said







Addl. District Sub-Registrar  
South 24 Parganas

08 JUN 2012

Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

- 8.9 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, 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.

**Schedule  
(Said Property)**

*Danga* (highland) land measuring 19 (nineteen) decimal [equivalent to 11.515 (eleven point five one five) *cottah*], more or less, being the portion of R.S./L.R. *Dag* No. 96, recorded in L.R. *Khatian* No. 777, *Mouza* Hariharpur, J.L. No. 11, Police Station Baraipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baraipur, District South 24 Parganas, the said *Dag* No. 96 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* No. 91
- On the East** : By R.S./L.R. *Dag* Nos. 40, 95 and 39
- On the South** : By R.S./L.R. *Dag* No. 96/976
- On the West** : By R.S./L.R. *Dag* Nos. 21 and 12

**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:

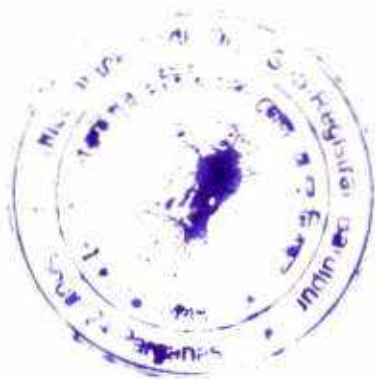
<i>Mouza</i>	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	96	777	112	19.00	Madan Mohan Das Bagani
			<b>Total</b>	<b>19.00</b>	

*UR*

*A*

*2009*





Add. District Sub-Registrar  
Raipur, South 24 Parganas

08 JUN 2012

## 9. Execution and Delivery

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

Executed and Delivered on behalf of the Vendor Company by Tamal Bhattacharya, Director and Common Seal of the Vendor Company affixed by them in the presence of Kishore Mukherjee, in terms of Board Resolution dated 20<sup>th</sup> April, 2012

BENSAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

Tamal Bhattacharya  
DIRECTOR

Signature: [Signature]

Name: KISHORE MUKHERJI

Father's Name: P. K. Mukherji

Address: 17, Hindustan Park

Kol-29, P.S. Gazipur

Signature: [Signature]

Name: Kamal Bhattachari

Father's Name: Lt. Prisoj Bhattachari

Address: 216, M. N. Roy Road.

PS: Sonarbari, Kol-148

**For Panorama Marketing Ltd.**

[Signature]  
Director

[Panorama Marketing Limited]  
[Authorized Signatory]  
[Purchaser]

**Witnesses:**

Signature: [Signature]

Name: Swapan Kal

Father's Name: R. N. Kari

Address: T.C. X. S Roy Road

Kolkata-70009

Signature: [Signature]

Name: SUDIP MONDAL

Father's Name: Sunil Mondal

Address: 99A, Park Street

Kol-16



Adj. District Sub-Registrar  
Burdwan South, West Bengal

18.06.2012



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.35,69,650/-** (**Rupees thirty five lac sixty nine thousand six hundred and fifty**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No. 952065	07.06.2012	Karnataka Bank Ltd.	35,69,650/-
			35,69,650/-

BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

*Kamal Bhattacharya*  
DIRECTOR

[Bengal Green Field Housing  
Development Company Limited]  
[Vendor]

**Witnesses:**

Signature *K. Mukherji*

Name: KISHORE MUKHERJI

Signature *K. Sathathi*

Name: Kamal Bhattachari



Addl. District Sub-Registrar  
Burdwan, South 24 Parganas

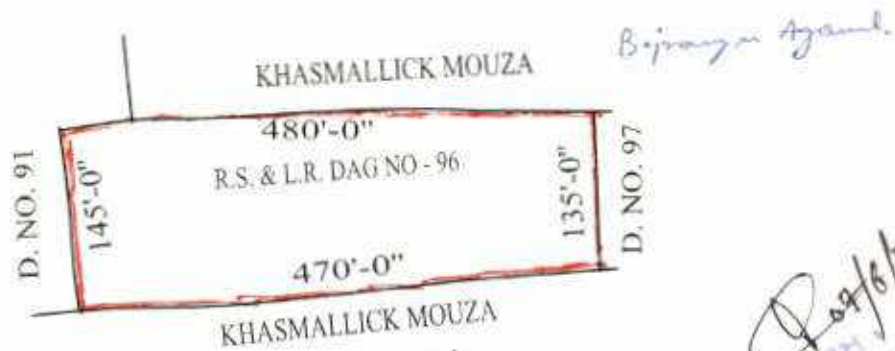
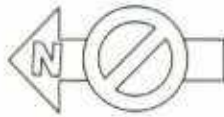
08/08/2012

SITE PLAN

SHOWING THE POSITION AT MOUZA - HARIHARPUR, J.L. NO. 11, HARIHARPUR GRAMPANCHAYAT, UNDER P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS.

SCALE - 1" INCH = 40' FT.

DAG NO.	LAND AREA	PURCHASE AREA.
96	1-12 DEC.	19 DEC. OR 11.515 KA.



BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

*Samal Bhattacharya*  
DIRECTOR

VENDOR SIGNATURE

Trace by

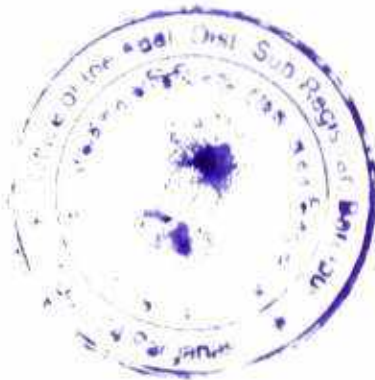
*P. Ghosh*  
GHOSH  
Civil Engineer (D. C. E.)  
Buildings Supervisor (E. I.)  
Kolkata - 700044

PURCHASER SIGNATURE  
For Panorama Marketing Ltd.

*Bijrayan Agam.*

Director














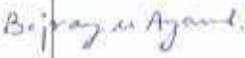












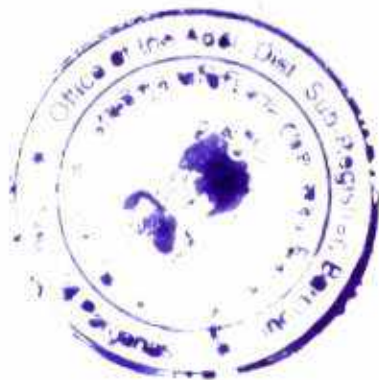


Addl. Dist. Sun-Registrar  
Baurpur, South 24 Parganas

08.06.2012

**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)						



Addl. District Sub-Registrar  
Bauripur, South 24 Parganas

08 00 2012





Government Of West Bengal  
Office Of the A.D.S.R. BARUIPUR  
District:-South 24-Parganas

Endorsement For Deed Number : I - 06276 of 2012  
(Serial No. 06563 of 2012)

On

Payment of Fees:

On 08/06/2012

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

Presented for registration at 18.59 hrs. on :08/06/2012, at the Private residence by Bajrang Lal Agarwal ,Claimant.

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

Execution is admitted on 08/06/2012 by

1. Tamal Bhattacharjee

Director, Bengal Greenfield Housing Development Company Ltd., 7th Floor Hi- Tech Chambers 84/1 B Topsia Road ( South ), P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700046.  
, By Profession : Business

2. Bajrang Lal Agarwal

Authorized Sinatory, Panorama Marketing Ltd. Subham Unit No.-104, 1, Sarojini Naidu Sarani, Thana:-Park Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.  
, By Profession : Business

Identified By Kamal Bhattacharjee, son of Lt. Bijay Bhattacharjee, 216 M N Ray Road, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-148, By Caste: Hindu, By Profession: Service.

( Panchali Munshi )

ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/06/2012

**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.-35,69,650/-

Certified that the required stamp duty of this document is Rs.- 214188 /- and the Stamp duty paid as: Impressive Rs - 20/-

( Panchali Munshi )

ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/06/2012

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

Payment of Fees:

( Panchali Munshi )

ADDITIONAL DISTRICT SUB-REGISTRAR





Government Of West Bengal  
Office Of the A.D.S.R. BARUIPUR  
District:-South 24-Parganas

Endorsement For Deed Number : I - 06276 of 2012  
(Serial No. 06563 of 2012)

Amount By Cash

Rs. 0.00/-, on 15/06/2012

Amount by Draft

Rs. 39266/- is paid , by the draft number 033536, Draft Date 12/06/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 15/06/2012

( Under Article : A(1) = 39259/- ,E = 7/- on 15/06/2012 )

**Deficit stamp duty**

Deficit stamp duty Rs. 214188/- is paid, by the draft number 033513, Draft Date 12/06/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 15/06/2012.

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 392 to 405  
being No 06276 for the year 2012.



(Panchali Munshi), 18 June-2012  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. BARUIPUR  
West Bengal