

06566

KH/41

D-7567/12

Saha & Ray



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

11AA 525573

Certified that the document is admitted for registration. The Signature sheet and the endorsement sheet attached with the document form the part of this instrument.

Sub-Registrar
Kharagpur, South 24 Parganas

17 JUL 2012

CONVEYANCE

1. Date: 8th June 2012

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 7th 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 7th Floor, Hi-Tech Chambers, 84/1B, Topsia Road (South), Kolkata-700046

(Vendor, includes successors-in-interest)

RIB

R

61664

Bajrang in Agent.



V C I
PP 58

Sold to.....

= 8 SEP 2011

Value: 700

L.S.V.
H.S. 100/1 A.S.

SAHA & RAY
Advocates
3rd Floor, Hoopes Chambers
7C, Miran Shankar Roy Road
Kolkata - 700001.

For Panorama Marketing Ltd.

Bajrang in Agent.

Director



V C I
PP 58

BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

Kamal Bhattacharya

DIRECTOR

Kamal Bhattacharya
Lt. Prizoy Bhattacharya
216 M.N. Roy Road
Harinagar, P.S. Sonarhat
KOL. 148.

Service



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

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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:** *Sali* (agricultural) land measuring 10 (ten) decimal [equivalent to 6.06 (six point zero six) *cottah*], being the entirety of R.S./L.R. *Dag* No. 87, recorded in L.R. *Khatian* No. 1338, *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. 87 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 Surabala Dasi:** Surabala Dasi was the sole and absolute owner of the Said Property.
- 5.1.2 **Sale to Amulya Ratan Das:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 4th March, 1959, registered in the Office of the Sub-Registrar, Baruipur, in Book No. I, Volume No. 27, at Pages 189 to 191, being Deed No. 1681 for the year 1959, Surabala Dasi sold, conveyed and transferred entirety of the Said Property to Amulya Ratan Das, free from all encumbrances and for the consideration mentioned therein. Amulya Ratan Das got his name mutated in the records of the Block Land And Land Reforms Office, Baruipur, in L.R. *Khatian* No. 1338, in respect of the Said Property.
- 5.1.3 **Demise of Amulya Ratan Das:** Amulya Ratan Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* [his wife having predeceased him] leaving behind him surviving his 2 (two) sons, namely, Maniklal Das and Swapan Kumar Das, as his only legal heirs, who jointly and in equal shares inherited the right, title and interest of Late Amulya Ratan Das in the Said Property.
- 5.1.4 **Purchase by Vendor:** By a Deed of Conveyance dated 6th July, 2011, registered in the Office of the District Sub-Registrar IV, Alipore, in Book No. I, CD Volume No. 17, at Pages 1371 to 1384, being Deed No. 5044 for the year 2011, the Vendor






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purchased the entirety of the Said Property from Maniklal Das and Swapan Kumar Das, free from all encumbrances and for the consideration mentioned therein.

- 5.1.5 **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:
- 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 *Panchayat* 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 20th 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, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargainers* 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.







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Barisal, South 24 Parganas

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- 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.

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** *khas*, 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 Pushadant Infrastructure Limited:** Pushadant Infrastructure Limited, having its registered office at Room No. 205, 2nd 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, Pushadant 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, land measuring 10 (ten) decimal [equivalent to 6.06 (six point zero six) *cuttah*], being the entirety of R.S./L.R. *Dag* No. 87, recorded in L.R. *Khatian* No. 1338, *Mooza* 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. 87 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.18,78,600/- (Rupees eighteen lac seventy eight thousand and six hundred) 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.






Addl. District Sub-Registrar
Baripada, South 24 Parganas

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- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, 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.
- 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.
- 8.2.2 **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, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and 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.
- 8.6 **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.



Addl. Dist. Sub-Registrar
Barpeta, Assam, 24 June 2012

08 JUN 2012

**Schedule
(Said Property)**

Sali (agricultural) land measuring 10 (ten) decimal [equivalent to 6.06 (six point zero six) *cottah*], being the entirety of R.S./L.R. *Dag* No. 87, recorded in L.R. *Khatian* No. 1338, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said *Dag* No. 87 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. 70
- On the East** : By R.S./L.R. *Dag* No. 69
- On the South** : By R.S./L.R. *Dag* Nos. 90 and 87
- On the West** : By R.S./L.R. *Dag* No. 86

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	87	1338	10	10.00	Amulva Ratan Das
Total				10.00	

A/D

[Signature]

[Signature]



Addl. District Sub-Registrar
Raipur, South West Parganas

08 June 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 20th April, 2012


BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

 DIRECTOR


Signature: 
 Name: KISHORE MUKHERJEE
 Father's Name: P. K. MUKHERJEE
 Address: 17, Hindustan Park
Kol-29 P.S. Gariahat.

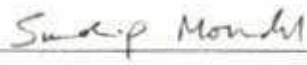
Signature: 
 Name: Kamal Bhattacharya
 Father's Name: Lt. Prijoy Bhattacharya
 Address: 216, M. N. Roy Road Herimul
PS: Sonarpur. No. 148.

For Panorama Marketing Ltd.


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

Witnesses:

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

Signature: 
 Name: SUDIP MONDAL
 Father's Name: Sunil Mondal
 Address: 99A, Park Street
Kol - 16



Addl. District Sub-Registrar
Bangalore, South

08 July 2012

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.18,78,600/- (Rupees eighteen lac seventy eight thousand and six hundred)** 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	Kashtaka Bank Ltd.	18,78,600/-
			18,78,600/-

BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

Kamal Bhattacharya
DIRECTOR

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

Witnesses:

Signature *A. M. M.*

Name: KISHORE NUKHETI

Signature *K. Shaita Thani*

Name: Kamal Bhattacharya



Addl. District Sub-Registrar
Raipur, South 24 Parganas

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SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Samal Bhalachya

Little	Ring	Middle	Fore	Thumb

Thumb	Fore	Middle	Ring	Little



Bajrangrao Agawane

Little	Ring	Middle	Fore	Thumb

Thumb	Fore	Middle	Ring	Little

Little	Ring	Middle	Fore	Thumb

Thumb	Fore	Middle	Ring	Little

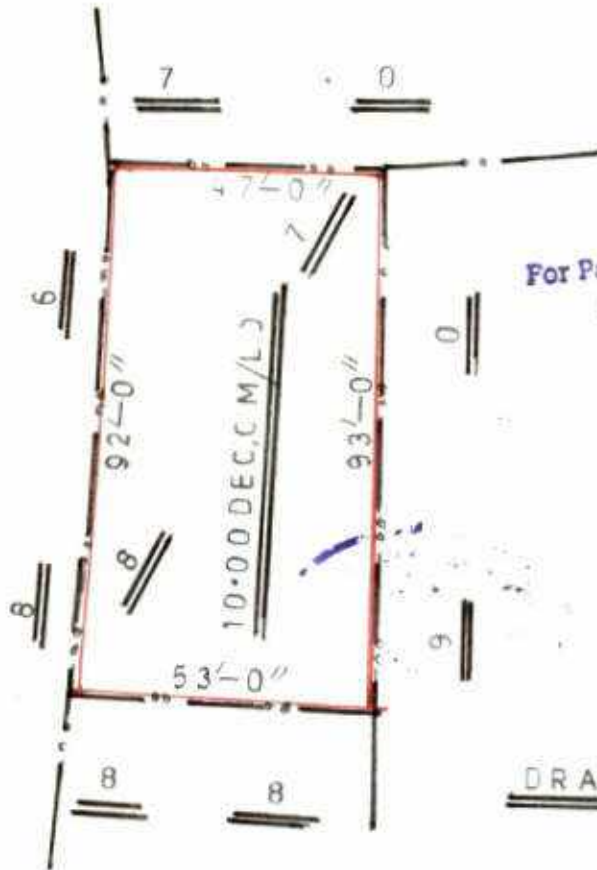


Addl. District Sub-Registrar
Bauripur, South 24 Parganas

08 JUN 2012

SITE PLAN OF R. S./L.R. DAG NO.— 87 BOUNDED
 BY RED LINE AREA 10.00 DEC. (MORE/LESS) OR
 06.06 KATTA. AT MOUZA—HARIHARPUR J. L. NO.—II
 SHEET NO.—I P. S.—BARUIPUR DIST—24—PARGANAS
 (SOUTH) UNDER HARIHARPUR GRAM PANCHAYET

SCALE—1"=33'



For Panorama Marketing Ltd.
Bajrang Singh
 Director

DRAWN BY _____

Utpal Karmakar
 UTPAL KARMAKAR

PLANNER, SURVEYOR & ESTIMATOR

VIII - Solapur, Krl. - 108

License No. 9/014

Mobile: 9421111111

BENGAL GREENFIELD HOUSING DEVELOPMENT CO. LTD.

Ramab Bhattacharya
 DIRECTOR

For Panorama Marketing Ltd.

Bajrang Singh

Director



Asst. District Sub-Registrar
Baupur, South West Panchayat

08 July 2012



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

Endorsement For Deed Number : I - 07567 of 2012
(Serial No. 06566 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 18.56 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.-18,78,600/-

Certified that the required stamp duty of this document is Rs.- 93940 /- and the Stamp duty paid as Impresive Rs.- 20/-

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 17/07/2012

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 - 07567 of 2012
(Serial No. 06566 of 2012)

Amount By Cash

Rs. 0.00/-, on 17/07/2012

Amount by Draft

Rs. 20665/- is paid , by the draft number 034422, Draft Date 05/07/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 17/07/2012

(Under Article : A(1) = 20658/- ,E = 7/- on 17/07/2012)

Deficit stamp duty

Deficit stamp duty Rs. 93940/- is paid, by the draft number 034418, Draft Date 05/07/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 17/07/2012

(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 23
Page from 4705 to 4718
being No 07567 for the year 2012.



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