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24/12/15

S. D. Dey  
Additional Registrar of Assurance-IV, Kolkata



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 Assurance-IV, Kolkata



11/1/15

250  
50  
300

24/12

THIS DEED OF CONVEYANCE made this 24<sup>th</sup> day of December two thousand and fifteen

BETWEEN

Suresh Bagchi

18

**SURESH BAGREE** (alias Suresh Kumar Bagree), son of Magan Lal Bagree, by religion Hindu, by occupation Service, Citizen of India, residing at Block - D, 7, Bangur Avenue, Police Station Lake Town, Post Office Bangur Avenue, Kolkata - 700 055, having Income Tax Permanent Account No. ADIPB6006G hereinafter referred to as 'the **VENDOR**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

**BMN ALLOY STEELS PRIVATE LIMITED**, a Company within the meaning of Companies Act, 2013 having its registered office at 10, Clive Row, Police Station North Port, Post Office G P O Kolkata, Kolkata- 700 001 having Income Tax Permanent Account No. AACCB2058A and represented by its Authorised Signatory Jaspal Singh, son of Gurmukh Singh, by religion Hindu, by occupation Business, Citizen of India, residing at 147/ A-5, Girish Ghosh Road, Post Office Belur, Police Station - Belur, Howrah-711202, having Income Tax Permanent Account No. BSSPS4265C, hereinafter referred to as "the **CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**

**AND**

**EMPEROR TOWERS PRIVATE LIMITED**, a Company within the meaning of Companies Act, 2013 having its registered office at 11<sup>th</sup> Floor, 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Post Office Little Russel Street, Kolkata - 700 071, having Income Tax Permanent Account No. AADCE2931N and represented by its Authorized Signatory **Arun Kedia**, son of Panna Lal Kedia, by religion Hindu, by occupation Service, Citizen of India, residing at 30/A/128, Dr. P.T. Laha Street, Bangur Park, Police Station and Post Office Rishra, Hooghly - 712 248 having Income Tax Permanent Account No. AMAPK7667B, hereinafter referred to as "the **PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **THIRD PART** -

**WHEREAS :**

- I. The Vendor and the Confirming Party have represented to and assured the Purchaser as follows:
  - A. By and under a Deed of Conveyance dated 2<sup>nd</sup> February, 2008 registered at the office of the District Sub-Registrar - II, North 24 Parganas in Book no. I CD Volume no. 5, Pages 4316 to 4328 Being no. 3562 for the year 2008, the Vendor herein purchased from Panchanan Pramanik for valuable consideration ALL THAT the piece or parcel of agricultural (Sali) land measuring about 4.15 cottahs equivalent to about 6.86 decimals in R.S./L.R.

Dag No. 491 in Mouza Mahishbathan, Police Station Salt Lake Electronics Complex (earlier Bidhannagar East) under Bidhan Nagar Municipality in the District of North 24 Parganas and hereinafter referred to as "**the said Land**".

- B. The Vendor applied for and got the said Land mutated in the Vendor's name with the authorities under the West Bengal Land Reforms Act, 1955 under L.R. Khatian no. 1217.
- C. The said Land was recorded as 'Sali' in the relevant records at the time of purchase thereof by the Vendor. An R.T. structure has been erected on the said Land.
- D. Accordingly, the Vendor herein is now the absolute lawful owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece or parcel of Sali land measuring about 4.15 cottahs equivalent to about 6.86 decimals together with R.T. structure erected thereon in R.S./L.R. Dag No. 491 in Mouza Mahishbathan, Police Station Salt Lake Electronics Complex (earlier Bidhannagar East) under Bidhan Nagar Municipality in the District of North 24 Parganas and fully described in the **Schedule** hereunder written and hereinafter collectively referred to as "**the said Property**" free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, alignment, easements, liabilities, court orders and lis pendens whatsoever to the extent of the Vendor's entitlement in respect thereof.
- E. There is no restriction on transfer or any subsisting order, proceeding, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned and/or affected by the Land Acquisition Department and/or any other body or authority.
- F. The said Property is within the ceiling limits under the applicable laws and no part of the said Property is either excess land or excess vacant land and/or is liable to be vested under any law.
- G. No suit or other proceeding has been filed or is pending in any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Property and/or any part thereof and/or the right title and interest of the Vendor or the Vendor's predecessors-in-title. No injunction or attachment or other order has been passed or is subsisting in relation to the said Property.
- H. No person other than the Vendor has any right, title, interest, claim or demand whatsoever in respect of the said Property. No person or persons whosoever has or have claimed to have any right of preemption over and/or in respect of the said Property or any part thereof. The said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

- I. There is no subsisting understanding, agreement or arrangement, written or oral, of any nature whatsoever with anyone (other than the Purchaser) for sale and/or for otherwise dealing with, relating to and/or concerning the said Property.
- J. The Vendor is in actual peaceful, physical, vacant, khas possession of the said Property and every portion thereof absolutely and is personally enjoying and using the same without any interference or hindrance whatsoever and there is no encroachment whatsoever in respect of any portion of the said Property.
- K. The Vendor and/or the Vendor's predecessors-in-title have not in any way dealt with the said Property or any part or portion thereof whereby the right, title and/or interest of the Vendor and/or the Vendor's predecessors-in-title as to the ownership, use, enjoyment and/or sale of the said Property or any part or portion thereof is or may be affected in any manner whatsoever. The Vendor and/or the Vendor's predecessors-in-title have not used the said Property or any part thereof for any purpose other than that for which the same was meant and have not committed default of and/or contravened any provision of law applicable to the said Property or any part thereof.
- L. The said Property or any part thereof is not affected by any Bargadar, Bhagchasi, occupancy or any other rights and no such rights have been claimed by anyone and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said Property or any part thereof.
- M. There is no mortgage, charge or lien in respect of the said Property by way of deposit of title deeds or otherwise.
- N. The Vendor's predecessors-in-title were and the Vendor is lawfully entitled to own and transfer the said Property under the relevant laws governing the same and there is no restriction or bar, legal or otherwise, to the Vendor selling the said Property to the Purchaser in the manner herein.
- O. The Vendor has a good and marketable title to the said Property, free from all encumbrances and liabilities whatsoever.
- P. The Vendor had agreed to sell the said Property to the Confirming Party and/or the nominees of the Confirming Party for an agreed consideration of Rs. 37,65,000/- (Rupees thirty seven lacs sixty five thousand only) and received a sum of Rs. 5,00,000/- (Rupees five lacs only) out of the agreed consideration of Rs. 37,65,000/- (Rupees thirty seven lacs sixty five thousand only) as part consideration for the same from the Confirming Party. The Confirming Party has nominated the Purchaser herein in its place and stead to purchase the said Property from the Vendor in consideration of (1) a sum of Rs. 22,41,000/- (Rupees twenty two lacs forty one thousand only) to be paid by the Purchaser to the Confirming Party as Nomination Charges, (2) Rs. 5,00,000/- (Rupees five lacs only) to be paid by the Purchaser to the Confirming Party as reimbursement of the part consideration paid by the

Confirming Party to the Vendor and (3) Rs. 32,65,000/- (Rupees thirty two lacs sixty five thousand only) to be paid by Purchaser to the Vendor as balance of the total consideration payable to the Vendor and the Vendor has duly accepted such nomination and agreed to execute the Deed of Conveyance in respect of the said Property in favour of the Purchaser herein.

II. The Vendor has agreed to sell to the Purchaser and the Confirming Party has agreed to confirm and the Purchaser relying on the aforesaid representations and assurances of the Vendor and the Confirming Party and believing the same to be true and correct and acting on the faith thereof, has agreed to purchase the said Property free from all encumbrances and liabilities whatsoever as aforesaid. The Purchaser has already reimbursed to the Confirming Party the said sum of Rs. 5,00,000/- being the part consideration paid by the Confirming Party to the Vendor and has also paid the said Nomination Charges of Rs. 22,41,000/- in full to the Confirming Party. The Purchaser has also paid to the Vendor Rs. 32,65,000/- being the balance of the agreed consideration receivable by the Vendor for sale of the said Property. Accordingly the total consideration of Rs. 60,06,000/- has been fully paid by the Purchaser. The Vendor and the Confirming Party have already put the Purchaser in vacant, peaceful and physical khas possession of the said Property in its entirety.

III. Due to an inadvertent error and/or mistake by the Vendor's office staff, instead of the name and details of the Confirming Party herein, the name and details of another Company named Brahmaputra Metallica Limited who has no connection whatsoever with the said property or the transaction of sale thereof was provided for the purpose of preparing the Deed of Conveyance for transfer of the said Property in favour of the Purchaser herein. Due to the aforesaid error an incorrect Deed of Conveyance was prepared wrongly containing the name and details of Brahmaputra Metallica Limited as the Confirming Party and market valuation e-Assessment Slip was obtained regarding the same. Payment of stamp duty and registration fee was made in respect of such market valuation assessment slip and application was made for registration on visit/ commission basis at the office of the Additional District Sub-Registrar, Bidhan Nagar. On 16<sup>th</sup> December, 2015 the execution of the Deed of Conveyance remained incomplete since the signatory of the Confirming Party could not attend and could not sign the Deed of Conveyance. Since the Registrar had come for registration, the Vendor herein and the Purchaser herein were asked to sign the Deed of Conveyance and deposit the same with the Registrar so that the execution and registration of the Deed may be completed on a subsequent date when the signatory of the Confirming Party would have to attend at the Registration Office. Accordingly, the said incompletely executed Deed of Conveyance dated 16<sup>th</sup> December, 2015 remained pending and the same was neither fully executed nor registration of the same was completed (hereinafter referred to as "the earlier incorrect and incomplete Deed"). Subsequently, on 23<sup>rd</sup> December, 2015 the signatory of the Confirming Party herein went to the office of the Additional District Sub-Registrar, Bidhan Nagar for the purpose of completing the execution and registration of the earlier incorrect and incomplete Deed when the aforesaid error was discovered that the name and details of Brahmaputra Metallica Limited had been wrongly mentioned instead of the name and details of the Confirming Party

herein. Though the parties herein wanted to correct the earlier incorrect and incomplete Deed by deleting the incorrect name and details and incorporating the correct name and details of the Confirming Party herein, the parties were informed that corrections cannot be made in the earlier incorrect and incomplete Deed since it had been deposited for registration even though the earlier incorrect and incomplete Deed is not complete and has neither been executed by all parties nor the registration thereof is complete. The transaction of sale of the said property in favour of the Purchaser is required to be completed and in the circumstances mentioned above, the parties having no alternative other than executing and registering a new Deed of Conveyance containing the correct name and details of the Confirming Party, have for such purpose obtained a new market valuation e-Assessment Slip and made payment of stamp duty and registration fee as per the same on the basis that refund would be made of the stamp duty and registration fee paid earlier in respect of the earlier incorrect and incomplete Deed. This Deed of Conveyance is accordingly being executed and registered by the parties in lieu of and/or in place of the said earlier incorrect and incomplete Deed for transfer of the same property from the same Vendor to the same Purchaser.

**NOW THIS DEED WITNESSES** that in pursuance of the said agreement and in consideration of the said sum of Rs. 60,06,000/- (Rupees sixty lacs six thousand only) paid by the Purchaser as aforesaid at or before the execution of these presents, being the total consideration money for the transfer of the said Property (the receipt whereof the Vendor and the Confirming Party do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby forever acquit, release and discharge the Purchaser as well as the said Property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant, sell, transfer, convey, assign and assure unto the Purchaser absolutely and forever, and the Confirming Party doth hereby confirm and assure the same unto the Purchaser, free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vesting, easements, liabilities, court orders and lis pendens whatsoever **ALL THAT** the piece or parcel of Sali land measuring about 4.15 cottahs equivalent to about 6.86 decimals together with R.T. structure erected thereon in R.S./L.R. Dag No. 491 in Mouza Mahishbathan, Police Station Salt Lake Electronics Complex (earlier Bidhannagar East) under Bidhan Nagar Municipality in the District of North 24 Parganas and morefully described in the **Schedule** hereunder written and hereinafter referred to as "**the said Property**" **OR HOWSOEVER OTHERWISE** the said Property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **Together With** all benefits and advantages of ancient and other lights all yards, courtyards, areas, common paths and passages, sewers, drains ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the said Property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held, used, occupied, appertaining or enjoyed therewith or reputed to belong or to appertain thereto **AND** the reversion or reversions remainder or remainders and the rents, issues and profits of the said

Property and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right, title, interest, inheritance, possession, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the said Property or any and every part thereof herein comprised and hereby granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said Property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and for ever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive, covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, liabilities, court orders and lis pendens whatsoever **AND** the Vendor and the Confirming Party do hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said Property and every part thereof free from all encumbrances and liabilities of whatsoever nature **AND** the Vendor and the Confirming Party do hereby covenant with the Purchaser that neither the Vendor nor any of the Vendor's predecessors-in-title and/or the Confirming Party have at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby or by reason whereof the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said Property or any part thereof in the manner aforesaid **AND THAT NOTWITHSTANDING** any act, deed or thing by the Vendor and/or any of the Vendor's predecessors-in-title and/or the Confirming Party done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now good right and full and absolute power to grant, sell, convey, transfer and assure the said Property hereby granted, sold, conveyed, transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid **AND** that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of the Vendor's predecessors in title and/or claiming from under or in trust for the Confirming Party **AND THAT** the Purchaser shall be free and clear and freely and clearly and absolutely acquitted, exonerated, released and discharged or otherwise by and at the costs and expenses of the Vendor and the Confirming Party

well and sufficiently saved defended and kept harmless and indemnified of from and against any latent or patent defect in title of the Vendor in respect of the said Property including in any former Deed or record of rights or mutation relating to the said Property and all and all manner of former or other estates, encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive, covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, liabilities, court orders and lis pendens whatsoever suffered or made or created in respect of the said Property by the Vendor and/or the Vendor's predecessors in title or any of them and/or the Confirming Party or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or the Vendor's predecessors in title or any of them and/or the Confirming Party as aforesaid or otherwise **AND THAT** no mortgage and/or charge has been created in respect of the said Property **AND THAT** all rates taxes all other impositions and/or outgoings payable in respect of the said Property have been paid in full upto the date of these presents and in the event of any amount being outstanding and/or being assessed and/or demanded subsequently relating to the period up to the date of this Deed then the same shall be the sole liability and obligation of the Vendor and the Vendor agrees and undertakes to make payment of the same forthwith upon demand **AND THAT** the Vendor does not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said Property or any part thereof has not been affected or vested under the said Acts and/or under the West Bengal Estates Acquisition Act, 1953 and/or under any other law **AND THAT** the said Property or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever **AND THAT** there is no certificate case or proceeding instituted or pending against the Vendor and/or concerning the said Property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force **AND THAT** the said Property is not affected by any declaration notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority **AND THAT** no notice, declaration, order, notification or proceeding has been issued, published, initiated, instituted relating to acquisition of the said Property or any part thereof under the Land Acquisition Act, 1894 or any other law or Acts for the time being in force and/or the rules made or framed thereunder and that the said Property or any part thereof is not affected in any manner by any Notice declaration Scheme order notification or proceeding relating to acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever **AND THAT** no suit and/or proceeding is pending in any Court of law and no order has been passed or is subsisting affecting the said Property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority **AND THAT** the said Brahmaputra Metallics Limited mentioned in the earlier incorrect and incomplete Deed of Conveyance does not have any right title interest claim demand possession entitlement or connection whatsoever with the said Property or any portion thereof and no agreement, arrangement and/or understanding whatsoever, verbal or in writing, has ever been made with the said Brahmaputra



Metallics Limited for sale or transfer of the said Property or any portion thereof in any manner whatsoever and no amount whatsoever has ever been received by the Vendor herein from the said Brahmputra Metallics Limited **AND THAT** the said earlier incorrect and incomplete Deed of Conveyance dated 16<sup>th</sup> December, 2015 deposited for registration wrongly mentioning Brahmputra Metallics Limited as a Confirming Party is incorrect, erroneous and incomplete and the same is and/or shall always be deemed to have been cancelled invalid inoperative and of no legal effect **AND THAT** the Vendor has put the Purchaser in complete peaceful vacant physical (khas) possession of the said Property and the Purchaser shall be entitled to hold possess and enjoy the same as the absolute owner thereof **AND THAT** in the event there being any defect in title or in the event of the right title and interest of the Purchaser being in any way affected or the Purchaser's possession being in any way invaded or affected then in that event, the Vendor shall be responsible and be liable to compensate the Purchaser for all losses and damages that the Purchaser may suffer and the Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever that the Purchaser may suffer and/or incur and/or be liable for or put to including costs of litigation and other proceedings **AND THAT** the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly consents to the same and also 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 and notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respects to cause mutation of the said Property in the name of the Purchaser and in this regard the Vendor shall sign all documents and papers as required by the Purchaser from time to time **AND THAT NOTWITHSTANDING** anything to the contrary contained elsewhere it is specifically made clear that the entire right, title and interest of the Vendor and the Confirming Party herein in the said Property is being transferred absolutely in favour of the Purchaser herein by this Deed and that upon execution of this Deed the Vendor and/or the Confirming Party shall not have any right, title or interest whatsoever in respect of any portion of the said Property **AND THAT** the Vendor and the Confirming Party do hereby indemnify the Purchaser of from and against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever that the Purchaser may suffer and/or incur and/or be liable for or put to in the event of there being any defect in title in respect of the said Property or any portion thereof and/or in case of any act omission breach violation or default by the Vendor and/or Confirming Party or any of them **AND FURTHER THAT** the Vendor and the Confirming Party and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Property or any part thereof from through under or in trust for the Vendor and/or the Confirming Party shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute at the costs of the Vendor and the Confirming Party all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

**AND THIS DEED FURTHER WITNESSETH** and it is hereby agreed and declared that to enable the Purchaser to use, enjoy and deal with the said Property in any manner whatsoever irrespective of pendency of mutation in the name of the Purchaser the Vendor doth hereby empower and authorize the Purchaser to do all acts, deeds, matters and things and to sign all deeds, documents, papers, plans, applications, declarations, affidavits, representations, pleadings etc. in the name of the Vendor in respect of the said Property and/or the construction thereon as may be required from time to time including for applying and obtaining any revised, modified or fresh map or plan as also all necessary permissions approvals consents and/or sanctions and represent the Vendor before all concerned statutory bodies and/or authorities and notwithstanding the above the Vendor undertakes to co-operate with the Purchaser in all respects in this regard and shall sign all documents and papers as required by the Purchaser from time to time.

**THE SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece or parcel of agricultural (Sali) land measuring about 4.15 cottahs equivalent to about 6.86 decimals together with one R.T. structure measuring about 100 square feet erected thereon in R.S./L.R. Dag No. 491 in Mouza Mahishbathan, J.L. No. 18, L.R. Khatian No. 1217 (previous Khatian Nos. 5, 6, 180, 253, 337, 376, 392, 393 and 554), Polerait Road, Mouza Mahishbathan, Police Station Salt Lake Electronics Complex (earlier Bidhan Nagar East) under Bidhan Nagar Municipality in the District of North 24 Parganas. The entire R.S./L.R. Dag No. 491 (of which a portion is sold by this Deed of Conveyance) is butted and bounded as follows:

On the North : By R.S./L.R. Dag Nos. 489 and 490;  
 On the East : By R.S./L.R. Dag No. 490;  
 On the West : By R.S./L.R. Dag Nos. 492 and 548; and  
 On the South : By R.S./L.R. Dag Nos. 548, 549 and 555.

<i>Mouza</i>	<i>R.S./L.R. Dag No.</i>	<i>L.R. Khatian No.</i>	<i>Nature of Land</i>	<i>Total Area of Dag (in decimal)</i>	<i>Area sold by this Deed (in decimal)</i>
Mahishbathan	491	1217	<i>Sali</i>	35	6.86

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

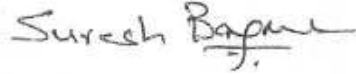
**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** by the within-named **Vendor** at Kolkata in the presence of :

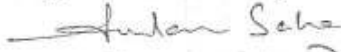


**AMLAN SAHA**  
50, J L. Nehru Rd., Kol-71

Savitri Mondal,  
Uttar Bahar, I, Kalyan,  
Dum Dum Bazar

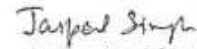


**SIGNED AND DELIVERED** by the within-named **Confirming Party** at Kolkata in the presence of:

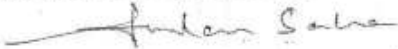


Savitri Mondal

For BMN ALLOY STEELS PVT. LTD.

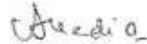
  
Authorised Signatory

**SIGNED AND DELIVERED** by the within-named **Purchaser** at Kolkata in the presence of :



Savitri Mondal

For EMPEROR TOWERS PRIVATE LIMITED

  
AUTHORISED SIGNATORY

Prepared by:



Soumya Ghosh, Advocate  
Enrolment number: F/744/2013  
Messrs. R. Ginodia & Co.,  
7C, Kiran Shankar Roy Road,  
Kolkata - 700 001.

**RECEIVED** of and from the within-named Purchaser the within mentioned sum of Rs. 37,65,000/- (Rupees thirty seven lacs sixty five thousand only) being the consideration money in full payable to the Vendor under these presents as per the following –

MEMO OF CONSIDERATION

By cash paid by the Confirming Party to the Vendor and subsequently reimbursed by the Purchaser to the Confirming Party by Cheque no. 036714 dated 15.12.2015 drawn on Bank of India, J.L.Nehru Road Branch, Kolkata.	Rs. 5,00,000/-
By Cheque no. 036708 dated 15.12.2015 drawn on Bank of India, J.L.Nehru Road Branch, Kolkata.	Rs. 32,04,940/-
Tax Deducted at Source as per Section 194 IA of the Income Tax Act, 1961 which shall be deposited by the Purchaser with the relevant authorities in time in accordance with law and TDS Certificate shall be furnished to the Vendor.	Rs. 60,060/-
<b>Total :</b>	<b>Rs. 37,65,000/-</b>

(Rupees thirty seven lacs sixty five thousand only)

Suresh Bayan  
Vendor

**Witnesses:**

— Anand Saha  
Sajit Mondal

**RECEIVED** of and from the within-named Purchaser the within mentioned sum of Rs. 22,41,000/- (Rupees twenty two lacs forty one thousand only) being the Nomination charges in full payable to the Confirming Party under these presents as per the following –

MEMO OF CONSIDERATION

By Cheque no. 036715 dated 15.12.2015 drawn on Bank of India, J.L.Nehru Road Branch, Kolkata.	Rs. 22,41,000/-
<b>Total :</b>	<b>Rs. 22,41,000/-</b>

(Rupees twenty two lacs forty one thousand only)

For BMN ALLOY STEELS PVT. LTD.

*Jasraj Singh*  
Authorised Signatory

\_\_\_\_\_  
**Confirming Party**

Witnesses:

*Ankur Saha*  
*Sujat Mondal*

# SPECIMEN FORM TEN FINGER PRINTS

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



*Archie*

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



*Jarvis Singh*

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



*Suresh Bagan*

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

*Su*

## Seller, Buyer and Property Details

### A. Seller & Buyer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Arun Kedia 30/A/128, Dr. P.T. Laha Street, Bangur Park, P.O:- Rishra, P.S:- Rishra, Rishra, District:-Hooghly, West Bengal, India, PIN - 712248

Seller Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr Suresh Bagree (Alias: Mr Suresh Kumar Bagree) Son of Mr Magan Lal Bagree 7, Bangur Avenue, Block/Sector: D, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADIPB6006G.; Status : Individual; Date of Execution : 24/12/2015; Date of Admission : 24/12/2015; Place of Admission of Execution : Pvt. Residence
2	BMN Alloy Steels Private Limited/Confirming Party 10, Clive Row, P.O:- GPO, P.S:- North Port, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AACCB2058A.; Status : Organization; Represented by ( 1-2 ) representative as given below:-
1-2 (1)	Mr Jaspal Singh 147/ A-5, Girish Ghosh Road, P.O:- Belur, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711202 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BSSPS4265C.; Status : Representative; Date of Execution : 24/12/2015; Date of Admission : 24/12/2015; Place of Admission of Execution : Pvt. Residence

Buyer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Emperor Towers Private Limited 11th Floor, 50, Jawahar Lal Nehru Road, P.O:- Little Russel Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AADCE2931N,.; Status : Organization; Represented by representative as given below:-
1(1)	Mr Arun Kedia 30/A/128, Dr. P.T. Laha Street, Bangur Park, P.O:- Rishra, P.S:- Rishra, Rishra, District:-Hooghly, West Bengal, India, PIN - 712248 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AMAPK7667B,.; Status : Representative; Date of Execution : 24/12/2015; Date of Admission : 24/12/2015; Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Amlan Saha Son of Late S.N. Saha 11th Floor, 50, Jawahar Lal Nehru Road, P.O:- Little Russel Street, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Suresh Bagree, Mr Jaspal Singh, Mr Arun Kedia	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR, Road: Polerait Road(Mahishbathan), Mouza: Mahishbathan	LR Plot No:- 491(Corresponding RS Plot No:- 491) LR Khatian No:- 1217	6.86 Dec	59,76,000/-	59,76,000/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 4 Ft.,



Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Gouri Sankar Rana
Address	7C, Kiran Sankar Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Solicitor firm

Office of the A.R.A. - IV KOLKATA, District: Kolkata  
Endorsement For Deed Number : I - 190403226 / 2015

Query No/Year	19040001144059/2015	Serial no/Year	1904003202 / 2015
Deed No/Year	I - 190403226 / 2015		
Transaction	[0101] Sale, Sale Document		
Name of Presentant	Mr Arun Kedia	Presented At	Private Residence
Date of Execution	24-12-2015	Date of Presentation	24-12-2015

**Remarks**

On 24/12/2015

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

Presented for registration at 18:20 hrs on : 24/12/2015, at the Private residence by Mr Arun Kedia ..

**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 60,06,000/-

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

Execution is admitted on 24/12/2015 by

Mr Suresh Bagree, Alias Mr Suresh Kumar Bagree, Son of Mr Magan Lal Bagree, 7, Bangur Avenue, Sector: D, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Service

Identified by Mr Amlan Saha, Son of Late S.N. Saha, 11th Floor, 50, Jawahar Lal Nehru Road, P.O: Little Russel Street, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By Profession Service

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

Execution is admitted on 24/12/2015 by

Mr Jaspal Singh Authorised Signatory, BMN Alloy Steels Private Limited/Confirming Party, 10, Clive Row, P.O:- GPO, P.S:- North Port, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Mr Amlan Saha, Son of Late S.N. Saha, 11th Floor, 50, Jawahar Lal Nehru Road, P.O: Little Russel Street, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By Profession Service

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

Execution is admitted on 24/12/2015 by

Mr Arun Kedia Authorised Signatory, Emperor Towers Private Limited, 11th Floor, 50, Jawahar Lal Nehru Road, P.O:- Little Russel Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Identified by Mr Amlan Saha, Son of Late S.N. Saha, 11th Floor, 50, Jawahar Lal Nehru Road, P.O: Little Russel Street, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By Profession Service

*Biswas*

(Ashoke Kumar Biswas)  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal

On 29/12/2015

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 90,793/- ( A(1) = Rs 66,055/- ,B = Rs 24,640/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 90,793/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 90,793/- is paid, by online on 24/12/2015 1:42AM with Govt. Ref. No. 192015160027950461 on 24-12-2015, Bank: BANK OF INDIA ( BKID0004000), Ref. No. 29680881 on 24/12/2015, Head of Account 0030-03-104-001-16

**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 of Indian Stamp Act 1899.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 4,20,441/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,20,441/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 4,20,441/- is paid, by online on 24/12/2015 1:42AM with Govt. Ref. No. 192015160027950461 on 24-12-2015, Bank: BANK OF INDIA ( BKID0004000), Ref. No. 29680881 on 24/12/2015, Head of Account 0030-02-103-003-02

**Payment of Stamp Duty**

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp. Serial no 183341, Purchased on 23/12/2015, Vendor named S CHATTERJEE.

*Biswas*

(Ashoke Kumar Biswas)  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001144059/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Suresh Bagree Alias Mr Suresh Kumar Bagree 7, Bangur Avenue, Block/Sector: D, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Seller		2610 	Suresh Bagree 24-12-2015
2	Mr Jaspal Singh 147/ A- 5, Girish Ghosh Road, P.O:- Belur, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711202	Representative of Seller [BMN Alloy Steels Private Limited/Co nfirming Party ]		2611 	Jaspal Singh 24/12/15

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
3	Mr Arun Kedia 30/A/128, Dr. P.T. Laha Street, Bangur Park, P.O:- Rishra, P.S:- Rishra, Rishra, District:- Hooghly, West Bengal, India, PIN - 712248	Representative of Buyer [Emperor Towers Private Limited]		2409 	<i>Arun Kedia</i> 24/12/15
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Amlan Saha Son of Late S.N. Saha 11th Floor, 50, Jawahar Lal Nehru Road, P.O:- Little Russel Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071	Mr Suresh Bagree, Mr Jaspal Singh, Mr Arun Kedia		<i>Amlan Saha</i> 24/12/15	

(Ashoke Kumar Biswas)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal



ভারতীয় বিনয়িত পরিচয় প্রাধিকরণ  
**ভারত সরকার**  
 Unique Identification Authority of India  
 Government of India

ভূমিকাভুক্তির আইডি / Enrollment No. : 1040/20025/19472

To  
 Amfan Saha  
 অম্ফান সাহা  
 06/01/2013  
 E. R. S-10 B-2 F-32  
 17 NO. BAGMARI LANE  
 Kankurgachi S.O  
 Kankurgachi, Kolkata  
 West Bengal - 700054



KL193880537DF

19388053



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**9724 0567 5653**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



নাম/Name  
 Amfan Saha  
 পিতা : সদানন্দ সাহা  
 Father : SADANANDA SAHA

জন্ম/Year of Birth: 1970  
 লিঙ্গ/Male

9724 0567 5653



আধার - সাধারণ মানুষের অধিকার

*Amfan Saha*

9

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201516-002795046-1

Payment Mode Online Payment

GRN Date: 24/12/2015 13:42:01

Bank: BANK OF INDIA

BRN: 29680881

BRN Date: 24/12/2015 01:42:01

DEPOSITOR'S DETAILS

Id No. : 19040001144059/2/2015

[Query No./Query Year]

Name : EMPEROR TOWERS PRIVATE LIMITED

Contact No. :

Mobile No. : +91 9830071626

E-mail :

Address : 50 J.L. NEHRU ROAD  
KOLKATA- 700071

Applicant Name : Mr Gouri Sankar Rana

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Sale Document Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	19040001144059/2/2015	Property Registration- Stamp duty	0030-02-103-003-02	420441 ✓
2	19040001144059/2/2015	Property Registration- Registration Fees	0030-03-104-001-16	90793 ✓

Total

511234

In Words : Rupees Five Lakh Eleven Thousand Two Hundred Thirty Four only

Dated this 24<sup>th</sup> day of December 2015

BETWEEN

SURESH BAGREE

... Vendor

AND

BMN ALLOY STEELS PRIVATE LIMITED

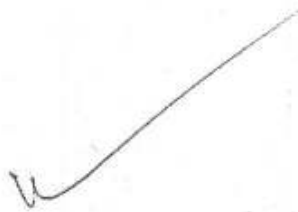
... Confirming Party

AND

EMPEROR TOWERS PRIVATE LIMITED

... Purchaser

DEED OF CONVEYANCE



R. Ginodia & Co.  
Advocates  
7C, Kiran Shankar Roy Road  
Kolkata.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2015, Page from 112652 to 112680  
being No 190403226 for the year 2015.



Digitally signed by ASHOKE KUMAR  
BISWAS  
Date: 2015.12.29 18:31:21 +05:30  
Reason: Digital Signing of Deed.

*Biswas*

(Ashoke Kumar Biswas) 29/12/2015 18:31:18  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)