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I-03467/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

R 457898

M. १३४०, १८, ०००/-

6988/13

2/12/13

9 158

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

Adl. District Sub-Registrar
Bichanmiser, (Salt Lake City)

103 DEC 2013

THIS DEED OF CONVEYANCE made this 2nd day of December two thousand and thirteen

BETWEEN

Rth

Rth

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GREEN MERCANTILE PRIVATE LIMITED, a Company within the meaning of Companies Act, 1956 having its registered office at DN-37, Salt Lake City, Sector V, Police Station Bidhannagar East, Kolkata - 700091, having Income Tax Permanent Account Number AADCG6828L and represented by its Director **Anand Sinha**, son of Arun Prasad Sinha, by religion Hindu, by occupation business, Citizen of India, residing at Greenfield Ambition, GB, HIG-I, Action Area II, New Town, Rajarhat, Police Station New Town, Kolkata - 700157 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 its successors-in-interest and assigns) of the **ONE PART AND GREENVIEW INFRALOGISTICS PRIVATE LIMITED**, a Company within the meaning of Companies Act, 1956 having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapur, Kolkata - 700017, having Income Tax Permanent Account Number AAFCG4040G and represented by its Director Rajiv Himatsingka, son of Om Prakash Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, Rajiv Apartment, Flat No. 18, Police Station Gariahat, Kolkata - 700019 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 **OTHER PART** -

WHEREAS :

I. The Vendor has represented to and assured the Purchaser as follows:

A. By and under a Deed of Conveyance dated 29th October, 2010 registered at the office of the Additional District Sub-Registrar, Bidhan Nagar in Book no. 1 CD Volume no. 17, Pages 8768 to 8780 Being no. 10865 for the year 2010, the Vendor herein purchased from Sudarshan Sharma for valuable consideration ALL THAT the piece or parcel of agricultural (Sali) land measuring about 3.98 cottahs equivalent to about 6.56 decimals in R.S./L.R. Dag No. 490 in Mouza Mahishbathan 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. 1586.

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 3.98 cottahs equivalent to about 6.56 decimals together with R.T. structure erected thereon in R.S./L.R. Dag No. 490 in Mouza Mahishbathan 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 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 whatsoever 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.

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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.

II. The Vendor has agreed to sell to the Purchaser and the Purchaser, relying on the aforesaid representations and assurances of the Vendor 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 to the extent of the Vendor's entitlement in respect thereof at and for a total consideration of Rs. 40,18,000/- (Rupees forty lacs eighteen thousand only). The Purchaser has at or before the execution hereof already made payment of the agreed total consideration of Rs. 40,18,000/- to the Vendor as per details mentioned in the Memo of Consideration. The Vendor admits and acknowledges receipt of the aforesaid agreed total consideration of Rs. 40,18,000/- (Rupees forty lacs eighteen thousand only) paid by the Purchaser as aforesaid and confirms that now no amount is due or payable by the Purchaser in respect of the said Property. The Vendor has already put the Purchaser in vacant, peaceful and physical khas possession of the said Property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 40,18,000/- (Rupees forty lacs eighteen thousand only) paid by the Purchaser to the Vendor as aforesaid at or before the execution of these presents, being the agreed total consideration money for the sale and transfer of the said Property (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth 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 free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, easements, liabilities, court orders and lis pendens whatsoever **ALL THAT** the piece or parcel of Sali land measuring about 3.98 cottahs equivalent to about 6.56 decimals together with R.T. structure erected thereon in R.S./L.R. Dag No. 490 in Mouza Mahishbathan and fully described in the **Schedule** hereunder written and hereinafter collectively 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, alignment, easements, liabilities, court orders and lis pendens whatsoever **AND** the Vendor doth 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 doth hereby covenant with the Purchaser that neither the Vendor nor any of the Vendor's predecessors-in-title has 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 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 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 or any of them **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 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, 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 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 as aforesaid or otherwise **AND THAT** there is no mortgage charge and/or lien in respect of the said Property **AND THAT** all rates taxes and 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 never held and does not hold any excess land 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 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 or 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 law 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 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 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 co-operate 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 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 shall not have any right, title or interest whatsoever in respect of any portion of the said Property **AND THAT** the Vendor doth 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 FURTHER THAT** the Vendor 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 shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute 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 3.98 cottahs equivalent to about 6.56 decimals together with one R.T. structure measuring about 100 square feet erected thereon in R.S./L.R. Dag No. 490 in Mouza Mahishbathan, J.L. No. 18 L.R. Khatian No. 1586 (previous Khatian No. 375/1) Polerait Road, Mouza Thakdari 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. 490 (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 No. 344;
On the East	:	By land in Mouza Thakdari;
On the West	:	By R.S./L.R. Dag Nos. 411, 489 and 491; and
On the South	:	By R.S./L.R. Dag No. 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	490	1586	Sali	730	6.56

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:

Rajesh Biswas
S/O - Partha Surathi Biswas
Add - Narayanpur, Mayman Singh Pally
PO - Narayanpur, Pin - 743126

Amlan Saha

GREEN MERCANTILE PVT. LTD

[Signature]
Director

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

Amlan Saha
AMLAN SAHA
50, J L. Nehru Rd., Kol-71
Rajesh Biswas

For GREENVIEW INFRALOGISTICS PRIVATE LIMITED

Rajiv Himatsingha
Director

Prepared by: Neelanjana Bhattacharya
Enrolment Number: F/825/2003
C/o. Messrs. R. Ginodia & Co.,
7C, Kiran Shankar Roy Road,
Kolkata - 700001.

RECEIVED of and from the within-named Purchaser the within-mentioned sum of 40,18,000/- (Rupees forty lacs eighteen thousand only) being the agreed total consideration money in full payable to the Vendor under these presents as per the following -

MEMO OF CONSIDERATION

<u>Cheque no.</u>	<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
383101	02.12.2013	HDFC Bank	U.N.Brahmachari	68,151/-
383102	02.12.2013	HDFC Bank	U.N.Brahmachari	11,94,000/-
383103	02.12.2013	HDFC Bank	U.N.Brahmachari	27,55,849/-
Total :				40,18,000/-

(Rupees forty lacs eighteen thousand only)

GREEN MERCANTILE PVT. LTD.

[Signature]
Director

Vendor

Witnesses:

Rajesh Biswas

[Signature]



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 03467 of 2013
(Serial No. 03665 of 2013 and Query No. 1504L000006988 of 2013)

On 02/12/2013

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

Presented for registration at 21.15 hrs on :02/12/2013, at the Private residence by Rajiv Himatsingka ,Claimant.

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

Execution is admitted on 02/12/2013 by

1. Anand Sinha
Director, Green Mercantile Pvt. Ltd., D N-37, Salt Lake City, Sec- V, Kolkata, Thana:-Bidhannagar East,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091.
, By Profession : Business
2. Rajiv Himatsingka
Director, Greenview Infralogistics Pvt. Ltd., 222, A. J. C. Bose Rd., Thana:-Beniapukur,
District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Business
Identified By Tuhin Ranjan Chakraborty, son of . . , High Court Calcutta, , District:-Kolkata, WEST
BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 03/12/2013

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, 4 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:

Amount by Draft

Rs. 44201/- is paid , by the draft number 789681, Draft Date 30/11/2013, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 03/12/2013

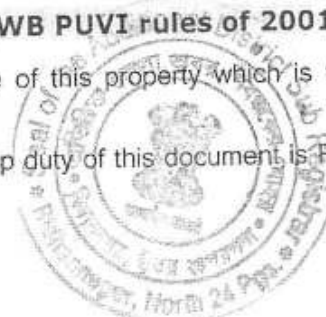
(Under Article : A(1) = 44187/- ,E = 14/- on 03/12/2013)

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.-40,18,000/-

Certified that the required stamp duty of this document is Rs.- 281280 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty



- 3 DEC 2013

Agd. District Sub-Registrar
Bidhannagar, (Salt Lake City)
(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

SPECIMEN FORM TEN FINGER PRINTS

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



Rajiv Himatsinghka



Little Ring Middle Fore Thumb
(Left Hand)



Thumb Fore Middle Ring Little
(Right Hand)



L.H.K.



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)

Dated this 2nd day of December 2013

BETWEEN

GREEN MERCANTILE PRIVATE LIMITED
... Vendor

AND

GREENVIEW INFRA LOGISTICS PRIVATE LIMITED
... Purchaser

DEED OF CONVEYANCE

R. Ginodia & Co.
Advocates
7C, Kiran Shaukar Roy Road
Kolkata - 700001.