

BETWEEN

thousand and thirteen

THIS DEED OF CONVEYANCE made this 9th day of December two

Handwritten initials

Handwritten mark

9 DEC 2013

Asst. Joint Sub-Registrar
Bichamngam, (Sah Lane CKY)

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.

Handwritten notes:
6/12/13
7-458
7-458

M. No 22,65,000

পশ্চিমবঙ্গ পাবনা জেলা পশ্চিমবঙ্গ

R 459538



77

I - 03550/13

Phase II ✓

03760

VANILLA FIELDS PRIVATE LIMITED, a Company within the meaning of Companies Act, 1956 having its registered office at 178B, Bangur Avenue, Block A, Police Station Lake Town, Kolkata - 700 055, having Income Tax Permanent Account Number AACCV2632E and represented by its Director **Sandeep Jain**, son of Shantilal Jain, by religion Hindu, by occupation business, Citizen of India, residing at 23, Maharshi Debendra Road, Police Station Posta, Kolkata-700007, 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 HOSPITALITY 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 Beniapukur, Kolkata - 700 017, having Income Tax Permanent Account Number AAFCCG4034N 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 Garhat, 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 28th September, 2007 registered at the office of the District Sub-Registrar - II, North 24 Parganas in Book no. I CD Volume no. 18, Pages 3188 to 3198 Being no. 9069 for the year 2007, the Vendor herein purchased from Smt. Thanda Pramanick for valuable consideration ALL THAT the piece or parcel of agricultural (Sali) land measuring about 5.04 cottahs equivalent to about 8.33 decimals in R.S./L.R. Dag No. 918 in Mouza Thakdari 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. 377.

C. The said Land was recorded as 'Sali' in the relevant records at the time of purchase thereof by the Vendor. The Vendor applied for and got the nature of use of the Said Land converted into Bastu under the provisions of the West Bengal Land Reforms Act, 1955. An R.T. structure and dwelling unit has been erected on the said Land.

D. The Vendor herein is transferring to the Purchaser by way of this Deed ALL THAT the piece or parcel of Bastu land measuring about 2.23 cottahs equivalent to about 3.68 decimals together with R.T. structure and dwelling unit erected thereon in R.S./L.R. Dag No. 918 in Mouza Thakdari 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, debentures, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, alignment, easements, liabilities, court orders and his 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 whose demand 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.

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. 22,65,000/- (Rupees twenty two lacs sixty five thousand only). The Purchaser has at or before the execution hereof already made payment of the agreed total consideration of Rs. 22,65,000/- (Rupees twenty two lacs sixty five thousand only) 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. 22,65,000/- (Rupees twenty two lacs sixty five thousand only) paid 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. 22,65,000/- (Rupees twenty two lacs sixty five 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 discharge the Purchaser as well as the said Property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant forever free from all encumbrances 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 his pendens whatsoever **ALL THAT** the piece or parcel of Bastu land measuring about 2.23 cottahs equivalent to about 3.68 decimals together with R.T. structure and dwelling unit erected thereon in R.S./L.R. Dag No. 918 in Mouza Thakdari 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, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, easements, court orders, acquisitions, requisitions, attachments, alignments, easements, court orders, and his 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 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 or 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 or 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 absolutely acquitted exonerated 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 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 his 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 outgoing 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 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 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 and 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 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 Bastu land measuring about 2.23 cottans equivalent to about 3.68 decimals together with one R.T. structure and dwelling unit measuring about 100 square feet erected thereon in R.S./L.R. Dag No. 918 in Mouza Thakdari, J.L. No. 19 L.R. Khatian No. 377 (previous Khatian No. 56 and previous to that, Khatian No. 291) Polerat 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. 918 (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. 852, 900 and 913;
One the East	: By R.S./L.R. Dag Nos. 921, 922 and other dags;
One the West	: By land in Mouza Mahisbathan; and
On the South	: By R.S./L.R. Dag No. 930.

Mouza	R.S./L.R. Dag No.	L.R. Khatian No.	Nature of Land	Total Area of Dag (in decimal)	Area sold by this Deed (in decimal)
Thakdari	918	377	Bastu	254	3.68

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

Vanilla Fields Pvt. Ltd.
Director
Sandeep Jain

SIGNED AND DELIVERED by the within-named Vendor at Kolkata in the presence of:
Rajesh Biswas
Add - Navrajpur, Meymun Singh Pally, 80 - Navrajpur, P.O. - 743126

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

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

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

For GREENVIEW HOSPITALITY PRIVATE LIMITED
Director
Rajiv H. Ghosh

NR

Rajesh Biswas

Saha

Witnesses:

Vendor

Director

Sandeep Jain
Vanilla Fields Pvt. Ltd.

(Rupees twenty two lacs sixty five thousand only)

Cheque no.	Date	Bank	Branch	Amount (Rs.)
383056	06.12.2013	HDFC Bank	U.N.Brahmachari	9,04,350/-
383057	06.12.2013	HDFC Bank	U.N.Brahmachari	8,92,000/-
383058	06.12.2013	HDFC Bank	U.N.Brahmachari	4,46,000/-
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.				* : 22,650/-
Total :				22,65,000/-

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of 22,65,000/- (Rupees twenty two lacs sixty five thousand only) being the agreed total consideration money in full payable to the Vendor under these presents as per the following -



**Government Of West Bengal
Office Of the A.D.S., BIDHAN NAGAR**

District:-North 24-Parganas

Endorsement For Deed Number : I - 03550 of 2013

(Serial No. 03760 of 2013 and Query No. 1504L000007017 of 2013)

On 06/12/2013

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

Presented for registration at 19.40 hrs on :06/12/2013, at the Private residence by Rajiv Himatsingka
, Claimant.

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

Execution is admitted on 06/12/2013 by

1. Sandeep Jain
Director, Vanilla Fields Pvt. Ltd., 178 B, Bangur Avenue, B L- A., Kolkata, Thana:-Lake Town,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055.
, By Profession : Business

2. Rajiv Himatsingka
Director, Greenview Hospitality Pvt. Ltd., 222, A. J. C. Bose Rd., Thana:-Beniapukur, District:-Kolkata,
WEST BENGAL, India, Pin :-700017.
, By Profession : Business

Identified By Vishwanath Kedia, son of Lt. S. M. Kedia, 671, B L- O, New Alipur, District:-Kolkata,
WEST BENGAL, India, Pin :-700053, By Caste: Hindu, By Profession: Professionals.

(Goutam Sinha Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 09/12/2013

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. 24918/- is paid , by the draft number 487410, Draft Date 06/12/2013, Bank Name State Bank of
India, Spl Chowringhee Sme Branch, received on 09/12/2013
(Under Article : A(1) = 24904/- , E = 14/- on 09/12/2013)

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.-22,65,000/-

Certified that the required stamp duty of this document is Rs.- 135920 /- and the Stamp duty paid as:
Impressive Rs.- 100/-

Deficit stamp duty

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser	Presentants	Right Hand					Left Hand						
			Thumb	Fore	Middle	Ring	Little	Thumb	Fore	Middle	Ring	Little		

Sandeep Jain



Rajus
Himanshu Rajus



Signature of the executants and/or purchaser
Presentants

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

DEED OF CONVEYANCE

... Purchaser

LIMITED
GREENVIEW HOSPITALITY PRIVATE

AND

... Vendor

VANILLA FIELDS PRIVATE LIMITED

BETWEEN

Dated this 6th day of DECEMBER 2013



026014

भारतीय गैर न्यायिक WEST BENGAL

Stamp Act 1898 subsequently amended Schedule I, No. 2
 as 5 (1) of W. B. L. R. Act 1958
 Stamp Act 1898 subsequently amended Schedule I, No. 2
 as 5 (1) of W. B. L. R. Act 1958

DEED OF CONVEYANCE

(Valued at Rs, 15, 50, 000/-)

THIS INDENTURE made on this 2nd day of September, Two Thousand and Seven 8 SEP 2007

10 DEC 2007

BETWEEN

SMT. THANDA PRAMANICK wife of Gopinath Pramanick residing at VIII-Dhalipara, Mahishgog, P.O-Krishnapur, P.S.-Rajarhat, Dist. 24-Parganas,(North), hereinafter called the 'VENDOR' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, representatives, executors, administrators and assigns) of the ONE PART.

Conid... P/2

Handwritten notes and signatures at the top of the document, including '17039-00', '17039-00', and '17039-00'.

Handwritten notes on the right side, including '50000' and '17039'.

Handwritten notes on the right side, including '49000' and '17039'.

Handwritten notes and signatures in the middle section, including '49000 + 99000' and '17039'.

Handwritten initials 'tt' in a circle.

Handwritten number '57' in a circle.

Handwritten number '109069'.

Handwritten number '18434'.

A N D

M/S VANILLA FIELDS PRIVATE LIMITED, represented by its Director, being a Company incorporated under the Companies Act, 1956 and having its registered office situated at 23 Mahatishi Debedra Road, P.S. Posta, KOLKATA-700 007, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include its successors-in-office, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS Smt Thanda Pramanick, the Vendor herein, is the Recorded Absolute Owner of the agricultural land measuring an area of 50satak out of total 2 Acres 54 satak being part of DAG NO. 918 under L.R. Khatan No.- 291 now L.R. Khatan No-56 situated at Mouza Thakdar, J.L.19, Touzi No.10, P. S.-Rajarhat now P.S. Bidhan Nagar (East) in the district of 24 - Paraganas (North) as mentioned in the schedule hereunder and enjoying a good and marketable title on the said land out of which she proposes to transfer 8.33 satak of land unto the purchaser herein for good and valuable consideration.

AND WHEREAS the Vendor has agreed to sell and the purchaser has agreed to purchase the plot of land measuring an area of 8.33 satak of land out of said 50 Satak hereinafter called the "said plot", more fully and particularly described in Schedule - I hereunder written, for a price of Rs,15,50,000/- (Rupees, Fifteen Lac Fifty Thousand) only and on the terms and conditions written hereunder.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement between the parties hereto and in consideration of the sum of Rs,15,50,000/- (Rupees, Fifteen Lac Fifty Thousand) only paid by the Purchaser to the Vendor before the execution of this present (the receipt of which the Vendor doth hereby admit and acknowledge) and of and from the same the vendor doth hereby grant convey and transfer unto the purchaser all that piece or parcel of the said plot of agricultural land more fully described in Schedule I with all sewers, drains, common fences, rights, liberties, privileges, easements and appurtenances whatsoever to the land hereditaments belonging or in anywise or usually held or enjoyed herewith or reputed to belong or to be appurtenant thereto **AND ALL THAT** estate right title interest claim and demand whatsoever of the Vendor into or upon the said land hereditaments and premises or any part thereof **TOGETHER WITH** All deeds pattahs and muniments to title premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the Vendor or of any other person from whom the Vendor may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereditaments and premises hereby granted or expressed or so to be unto and to the use of the Purchaser absolutely and forever but subject to the payment of the said fixed annual rent and the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed or things, the vendor does executed or knowingly suffered to the contrary, the Vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition of use, trust or otherwise whatsoever or after defeat encumber or make void the same and subject only to the payment of the said fixed annual rent and **NOTWITHSTANDING** any such act deed or things whatsoever as aforesaid the Vendor hath in herself has good right and full power to grant the said land

ON THE WEST : Mouza Mahish baham
 ON THE EAST : R.S.Dag No 900 & 913
 ON THE SOUTH : Rest of R.S.Dag No.918
 ON THE NORTH : R.S.Dag No 852

The plot is butted and bounded as follows:

ALL THAT piece and parcel of Sali Land measuring an area of 8.33 SATAK in R.S. Dag No. 918 under L.R. Khathan No.-291 now L.R. Khathan No-56 within the limit of Bidhan Nagar Municipality, Ward No.14, Additional Sub Registration Office Bidhan Nagar and according to the Settlement Records of Rights finally published, the plot is comprised at paragana Kalikata Mouza - Thakdari, T. L. No. 19, Touzi No. 10 P.S., Rajarhat, now P.S., Bidhan Nagar (East) in the district of 24 - Paraganas (North).

SCHEDULE OF THE PROPERTY

IN WITNESS WHEREOF the Vendor doth hereby executing this deed out of her free will and in sound mind with full knowledge of the contents of this deed and is not subjected to any outside influence in the execution of this sale deed,

hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid and may at all times hereafter peacefully and quietly possesses and enjoy the said land and hereditaments and premises and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person lawfully or equitably claiming from under or in trust for it and that free and clear freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances created by the vendor or any persons lawfully equitably claiming or in trust for it **AND FURTHER** that the Vendor and all person or persons lawfully or equitably claiming any estate part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts and things whatsoever for further and more perfectly assuring the said land and hereditaments and premises and every part thereof unto and to use of the Purchaser in manner aforesaid as shall or may be reasonably required.

MEMO OF CONSIDERATION

Received from the within named Purchaser, the within mentioned Sum of Rs.15,50,000/- (Rupees, Fifteen Lac Sixty-five Thousand) only as per Memo below :-

by cash : Rs.8,00,000/-
by cheque No.355789, dated,28.09.2007.
drawn on Indian Bank, for

Total
Rs.7,50,000/-
Rs.15,50,000/-

X.T.I. of Thuds Program a/c.

of Dmt Ks Dr.

SIGNATURE OF THE VENDOR

Signed and delivered
in the presence of

1. Anukul Mondal
 2. Anil K Dm
- 24/9/07
Bimal

Prepared, read over and explained
this Indenture of Conveyance to the
Vendor, in Bengali language.

Chandra Chur Chanda
Advocate
W.B.555/77

