

02164/11

17

(25)

02427

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

वे.म.- 610/11

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 003272

Certified that the Document is admitted to Registration, the Signature is correct and the endorsement which is affixed to this Document, are the part of this Document.

Sub-Registrar of Assurances, Kolkata
2-1-3-11



CONVEYANCE

1. Date: 18th March, 2011

2. Place: Kolkata

3. Parties:

3.1 Anupama Chowdhury, wife of Late Dinesh Charan Chowdhury, residing at 80/3, Ibrahimpur Road, Kolkata-700032, presently residing at 87/1, Sarat Chatterjee Road, Barak, Lake Town, Kolkata-700088, Police Station Lake Town (PAN AFTPC5838C), represented by her constituted attorney Soma Dhali, wife of Bapi Kumar Dhali, residing at Nischintapur, Kolkata-700104, Police Station Sonarpur (Vendor, includes successors-in-interest)

Soma Dhali Soma Dhali

106806

11 FEB 2011

No. _____ Date _____
Smt. S. SAHA KIRAN
Address: 3rd Floor, ...
...

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I S V R A J P
...



1496

- RISING TIE-UP PVT. LTD.
- BAGHAV DEALMARK PVT. LTD.
- REVOULTION VINIMAY PVT. LTD.
- REVOLUTION DEALTRAC PRIVATE LIMITED
- RAPID TRACOM PVT. LTD.
- RISEWELL DEALMARK PVT. LTD.



- RELAY TIE-UP PRIVATE LIMITED
- RISEWELL TRACOM PVT. LTD.
- RELAY BARTER PRIVATE LIMITED
- RAPID BARTER PRIVATE LIMITED
- EVOLUTION TIE-UP PVT. LTD.
- CYUMEN VINIMAY PVT. LTD.
- BAGHAV TRACOM PVT. LTD.
- GLAY TRACOM PVT. LTD.
- FRESH VINIMAY PRIVATE LIMITED

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Director

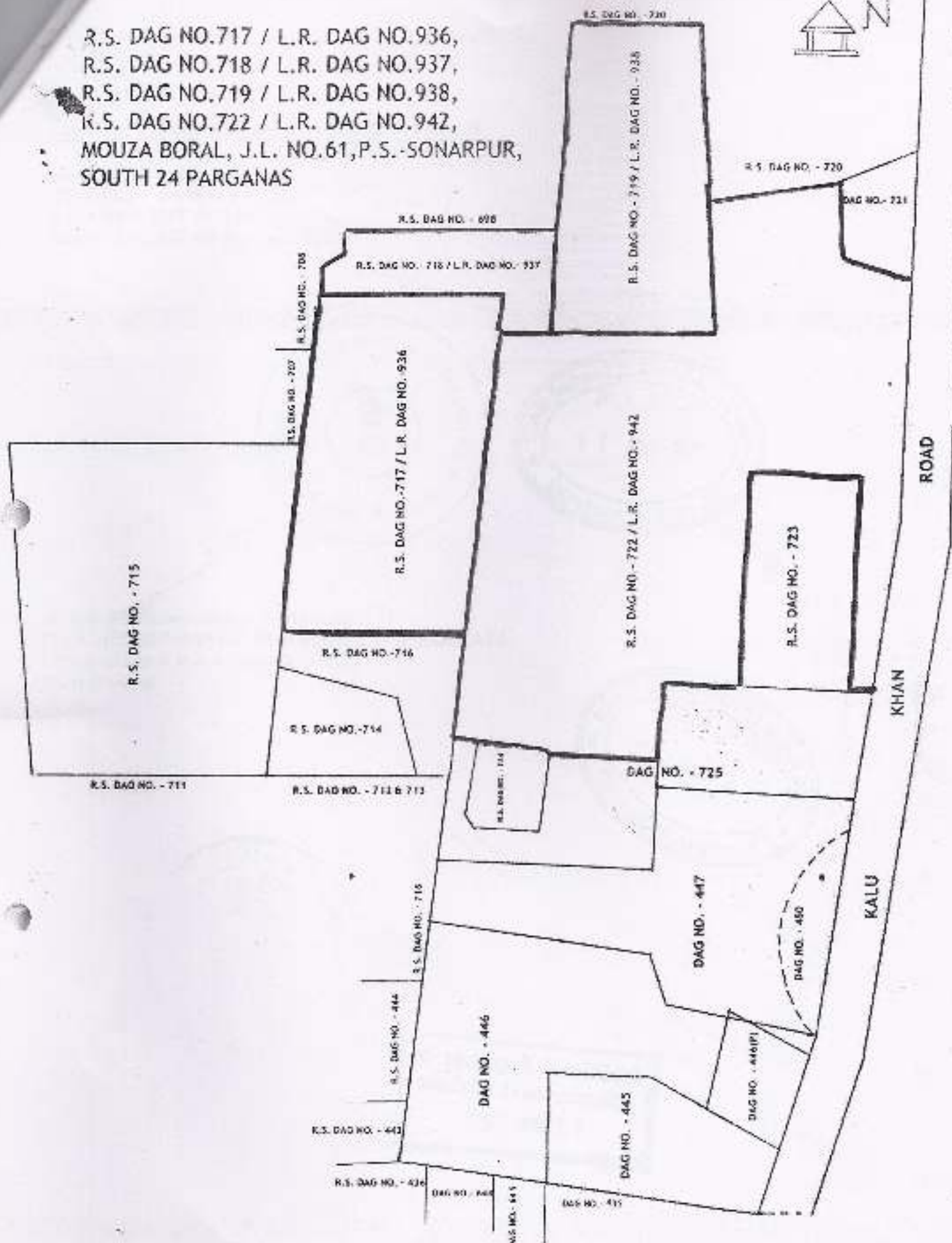
1495

Additional Registrar of
Assurances-1, Kolkata
18 MAR 2011

Soma Dhali
as Constituted Attorney of
Anupama Chowdhury

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R.S. DAG NO.717 / L.R. DAG NO.936,
 R.S. DAG NO.718 / L.R. DAG NO.937,
 R.S. DAG NO.719 / L.R. DAG NO.938,
 R.S. DAG NO.722 / L.R. DAG NO.942,
 MOUZA BORAL, J.L. NO.61, P.S. -SONARPUR,
 SOUTH 24 PARGANAS

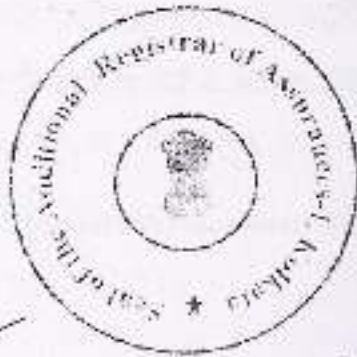


Soma Dhal

Soma Dhal

Certificate of Registration under section 60 and Rule 69.

Registered in Book -1
CD Volume number 6
Page from 1087 to 1107
being No 03427 for the year 2011.



(Ashok Bandyopadhyay) 21-March-2011
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02427 of 2011
(Serial No. 02164 of 2011)

On

Payment of Fees:

On 18/03/2011

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

Presented for registration at 18.00 hrs on :18/03/2011, at the Private residence by Musa Laskar
,Claimant.

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

Exocution is admitted on 18/03/2011 by



Additional Registrar of
Assurances-I, Kolkata

21 MAR 2011

(Ashok Bandyopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02427 of 2011
(Serial No. 02164 of 2011)

1. Musa Laskar

Director, Acyumen Vinimay Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Olay Tracom Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Raghav Dealmark Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Rapid Tracom Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Revolution Vinimay Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Risowell Dealmark Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Risowell Tracom Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Rising Tie Up Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

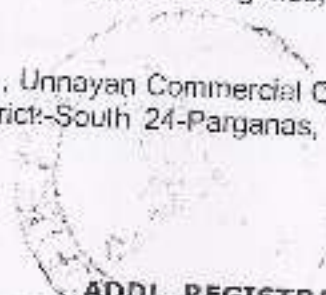
Director, Revolution Tie Up Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Raghav Tracom Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Rapid Barter Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Refresh Vinimay Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.

Director, Revolution Dealtrade Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075.



Additional Registrar of Assurances (Bandyopadhyay)
Kolkata
ADDL. REGISTRAR OF ASSURANCES (I) OF KOLKATA
Endorsement Page 2 of 4



**Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata**

Endorsement For Deed Number : I - 02427 of 2011

(Serial No. 02164 of 2011)

>700075

Director, Relay Barter Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075 .

Director, Relay Tie Up Pvt. Ltd., Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075 .
By Profession : Others

Identified By Sk Jakir Ali, son of Sk Asraf Ali, Uttar Danga, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700103 , By Caste: Muslim, By Profession: Others.

Executed by Attorney

Execution by

1. Soma Dhali, wife of Bapi Kumar Dhali , Nischintapur, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700154 By Caste Hindu By Profession: House wife, as the constituted attorney of Anupama Chowdhury is admitted by him.

Identified By Sk Jakir Ali, son of Sk Asraf Ali, Uttar Danga, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700103 , By Caste: Muslim, By Profession: Others.

(Ashok Bandyopadhyay)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

On 21/03/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 21/03/2011

Amount by Draft

Rs. 126642/- is paid , by the draft number 226730, Draft Date 18/03/2011, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 21/03/2011

(Under Article : A(1) = 126544/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 21/03/2011)

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.-11504389/-

Certified that the required stamp duty of this document is Rs.- 505326 /- and the Stamp duty paid as: Impressive Rs.- 5000/-



**Additional Registrar of
Assurances-I, Kolkata**
21 MAR 2011
(Ashok Bandyopadhyay)

ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Dood Number : I - 02427 of 2011
(Serial No. 02164 of 2011)

Deficit stamp duty

Deficit stamp duty Rs. 800350/- is paid 22672918/03/2011 State Bank of India, DALHOUSIE SQUARE,
received on 21/03/2011

(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Additional Registrar of
Assurances-I, Kolkata
21 MAR 2011
(Ashok Bandyopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

And

- 3.2 **Acyumca Vinimay Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAJCA2356D)
- 3.3 **Olay Tracom Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AABCO4302M)
- 3.4 **Raghav Dealmark Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1620R)
- 3.5 **Rapid Tracom Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1608D)
- 3.6 **Revolution Vinimay Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1619A)
- 3.7 **Risewell Dealmark Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1611J)
- 3.8 **Risewell Tracom Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1617Q)
- 3.9 **Rising Tie Up Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1609C)
- 3.10 **Revolution Tie Up Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1610K)
- 3.11 **Raghav Tracom Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Unnayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1618B)

Soma Dhali

- 3.12 **Rapid Barter Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Urmayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR16131)
- 3.13 **Refresh Vinimay Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Urmayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East (PAN AAFCR1612M)
- 3.14 **Revolution Dealtrade Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Urmayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East
- 3.15 **Relay Barter Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Urmayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East
- 3.15 **Relay Tie Up Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 1st floor, Urmayan Commercial Center, 1050/1, Survey Park, Kolkata-700075, Police Station Jadavpur East

All represented by its director **Musa Laskar**, son of Late Mujit Laskar, residing at Post Office Burhooghly, Village Pachim Sripur, Kolkata-700031, Police Station Sonarpur (collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** (1) *Danga* land measuring 28.50 (twenty eight point five zero) decimal, more or less, comprised in R.S. *Dag* No. 717, L.R. *Dag* No.936, recorded in L.R. *Khata* No. 38, *Mauza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-I** of the 1st **Schedule** below (**First Property**) **And** (2) *danga* land measuring 11 (eleven) decimal, more or less, comprised in R.S. *Dag* No. 718, L.R. *Dag* No.937, recorded in L.R. *Khata* No. 38, *Mauza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, **together with** 6 (six) RT shed structures each measuring about 100 square feet, more or less, collectively measuring about 600 (six hundred) square feet, more fully described in the **Part-II** of the 1st **Schedule** below (**Second Property**) **And** (3) *danga* land measuring 31 (thirty one) decimal, more or less, comprised in R.S. *Dag* No. 719, L.R. *Dag* No.938, recorded in L.R. *Khata* No. 38, *Mauza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-III** of the 1st **Schedule** below (**Third Property**) **And** (4) *bagar* land measuring 75 (seventy five) decimal, more or less, comprised in R.S. *Dag* No. 722, L.R. *Dag* No.942, recorded in L.R. *Khata* No. 38, *Mauza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-IV** of the 1st **Schedule** below (**Fourth Property**), the First Property, the Second

 Soma Dhali

Property, the Third Property and the Fourth Property (collectively **Said Property**) totaling to land measuring 145.56 (one hundred forty five point five zero) decimal, more or less, more fully and collectively described in the 2nd Schedule below and demarcated in colour **Red** on **Plan** attached hereto **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance.

5. **Background, Representations, Warranties and Covenants**

5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:

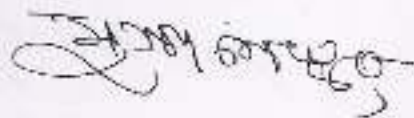
5.1.1 **Ownership of Panchu Gopal Basu & Anr.:** Panchu Gopal Basu and Sayendra Nath Basu (**Panchu Gopal Basu & Anr.**) were the owners of (1) land measuring 57 (fifty seven) decimal, more or less, comprised in R.S. *Dag No. 717, R.S. Khata No. 223, Mouza Boral, J.L. No.61, Police Station Sonarpur, District 24 Parganas (Panchu Gopal Basu & Anr.' First Property); And (2) land measuring 22 (twenty two) decimal, more or less, comprised in R.S. *Dag No. 718, R.S. Khata Nos. 611 and 615, Mouza Boral, J.L. No.61, Police Station Sonarpur, District 24 Parganas (Panchu Gopal Basu & Anr.' Second Property), the Panchu Gopal Basu & Anr.' **First Property** and the Panchu Gopal Basu & Anr.' **Second Property** (collectively **Panchu Gopal Basu & Anr.' Property**).**

5.1.2 **Sale to Vendor:** By a Deed of Conveyance dated 23rd March, 1959, registered in the Office of the District Registrar, South 24 Parganas, in Book No. I, Volume No.22, at Pages 212 to 218, being Deed No. 887 for the year 1959, Panchu Gopal Basu & Anr. jointly sold, conveyed and transferred entirety of the Panchu Gopal Basu & Anr.' Property, jointly and in equal share to the Vendor and Pratima Rani Chowdhury.

5.1.3 **Mutation of First Property And Second Property:** The Vendor recorded her name in the records of Land Revenue Settlement vide L.R. *Khata No. 38* with respect to her undivided $\frac{1}{2}$ (half) share in Panchu Gopal Basu & Anr.' Property, being the First Property and the Second Property.

5.1.4 **Ownership of the Vendor in First Property And Second Property:** Thus by virtue of the said Deed of Conveyance dated 23rd March, 1959 and the Land Revenue Settlement records, the Vendor has become the owner of undivided $\frac{1}{2}$ (half) share in Panchu Gopal Basu & Anr.' Property, being (1) the First Property, i.e. land measuring 28.50 (twenty eight point five zero) decimal, more or less, comprised in R.S. *Dag No. 717, L.R. Dag No.936, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 35 of Rajpur-Sonarpur Municipality, District South 24 Parganas* And (2) the Second Property, i.e. land measuring 11 (eleven) decimal, more or less, comprised in R.S. *Dag No. 718, L.R. Dag No.937, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas*.

5.1.5 **Ownership of Abdul Rejjak Molla:** Abdul Rejjak Molla was the recorded owner of land measuring 132 (one hundred and thirty two) decimal, comprised in R.S. *Dag No. 722, recorded in R.S. Khata No. 193 corresponding L.R. Khata No. 176, Mouza Boral, J.L. No.61, Police Station Sonarpur, District 24 Parganas (Abdul Rejjak Molla's Property)*.



Soma Dha-li

- 5.1.6 **Ownership of Monujan Bibi:** Monujan Bibi was the recorded owner of land measuring 18 (eighteen) decimal, comprised in R.S. *Dag* No. 722, R.S. *Khatia* No. 153 corresponding L.R. *Khatia* No. 566, *Mauza Boral*, J.L. No.61, Police Station Sonarpur, District 24 Parganas (**Monujan Bibi's Property**).
- 5.1.7 **Sale to Vendor:** By a Deed of Conveyance dated 12th May, 1959, registered in the Office of the District Registrar 24 Parganas, in Book No. I, Volume No. 31, at Pages 250 to 259, being Deed No. 1554 for the year 1959, Abdul Rejjak Molla and Monujan Bibi jointly sold, conveyed and transferred entirety of the Abdul Rejjak Molla's Property and the Monujan Bibi's Property along with land measuring 62 (sixty two) decimal, comprised in R.S. *Dag* No. 719, R.S. *Khatia* No. 223, *Mauza Boral*, J.L. No.61, Police Station Sonarpur, District 24 Parganas, jointly and in equal share, to Vendor and Pratima Rani Chowdhury.
- 5.1.8 **Mutation of Third Property And Fourth Property:** The Vendor recorded her name in the records of Land Revenue Settlement vide L.R. *Khatia* No. 30 with respect to her (1) undivided $\frac{1}{2}$ (half) share in Abdul Rejjak Molla's Property and Monujan Bibi's Property, collectively being the Third Property and (2) undivided $\frac{1}{2}$ (half) share in the said land measuring 62 (sixty two) decimal, comprised in R.S. *Dag* No. 719, R.S. *Khatia* No. 223, *Mauza Boral*, J.L. No.61, Police Station Sonarpur, District 24 Parganas, being the Fourth Property.
- 5.1.9 **Ownership of the Vendor in Third Property And Fourth Property:** Thus, by virtue of the said Deed of Conveyance dated 12th May, 1959 and the Land Revenue Settlement records, the Vendor has become the owner of the (1) Third Property, i.e. land measuring 31 (thirty one) decimal, more or less, comprised in R.S. *Dag* No. 719, L.R. *Dag* No.938, recorded in L.R. *Khatia* No. 38, *Mauza Boral*, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur- Sonarpur Municipality, District South 24 Parganas **And** (2) Fourth Property, i.e. land measuring 75 (seventy five) decimal, more or less, comprised in R.S. *Dag* No. 722, L.R. *Dag* No.942, recorded in L.R. *Khatia* No. 30, *Mauza Boral*, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur- Sonarpur Municipality, District South 24 Parganas.
- 5.1.10 **Absolute Ownership:** In the aforesaid circumstances the Vendor has become the absolute and undisputed owner of the Said Property, comprising of the First Property, the Second Property, the Third Property and the Fourth Property.
- 5.1.11 **Power of Attorney:** By a Power of Attorney dated 28th February, 2011 registered on 11th March, 2011, in the Office of the Additional Registrar of Assurances-III, Kolkata, in Book No. IV, CD Volume No. 2, at Pages 6650 to 6661, being Deed No. 01360 for the year 2011 (POA), Anupama Chowdhury, the Vendor herein, appointed Soma Dhal as her constituted and lawful attorney and empowered her to sell the Said Property by executing Deed of Conveyance on her behalf. The POA is valid and subsisting and has not been revoked by the Vendor.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:**
The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

Soma Dhal

Soma Dhal

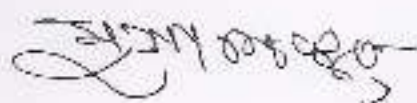
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *adharta*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bagudon* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor in the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, based on the representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendor.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of her right, title and interest of whatsoever or howsoever nature in the Said Property, more fully and collectively described in the 2nd Schedule below, comprising of the First Property, i.e. *doge* land measuring 28.50 (twenty eight point five zero), more



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or less, comprised in R.S. *Dag* No. 717, I.R. *Dag* No.936, recorded in L.R. *Khatua* No. 38, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-I** of the **1st Schedule** below **And** the Second Property, i.e. *daaga* land measuring 11 (eleven) decimal, more or less, comprised in R.S. *Dag* No. 718, L.R. *Dag* No.937, recorded in L.R. *Khatua* No. 38, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, **together with** 5 (six) RT shed structures each measuring about 100 square feet, more or less, collectively measuring about 600 (six hundred) square feet, more fully described in the **Part-II** of the **1st Schedule** below **And** the Third Property, i.e. *daaga* land measuring 31 (thirty one) decimal, more or less, comprised in R.S. *Dag* No. 719, L.R. *Dag* No.938, recorded in L.R. *Khatua* No. 38, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-III** of the **1st Schedule** below **And** the Fourth Property, i.e. *bagari* land measuring 75 (seventy five) decimal, more or less, comprised in R.S. *Dag* No. 722, I.R. *Dag* No.942, recorded in L.R. *Khatua* No. 38, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-IV** of the **1st Schedule** below, **totaling to** land measuring 145.50 (one hundred fifty five point five zero) decimal, more or less and demarcated in colour **Red** on **Plan** attached hereto **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance.

7.9 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.88,00,000/- (Rupees eighty eight lac) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1932.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bequests* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** indemnification by the Vendor about the correctness of her title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title and

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the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at her own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

- 8.2.2 **Transfer of Property Act:** all obligation and duty of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khat*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and their assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under her in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and their assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their names in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under her, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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**1st Schedule
Part-I
(First Property)**

Danga land measuring 28.50 (twenty eight point five zero) decimal, more or less, comprised in R.S. Dag No. 717, L.R. Dag No.936, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas and the said dag is butted and bounded as follows:

- | | | |
|---------------------|---|---------------------------------|
| On the North | : | By R.S. Dag No. 718 |
| On the East | : | By R.S. Dag No. 722 |
| On the South | : | By R.S. Dag No. 716 |
| On the West | : | By R.S. Dag Nos. 707, 706 & 715 |

**Part-II
(Second Property)**

Danga land measuring 11 (eleven) decimal, more or less, comprised in R.S. Dag No. 718, L.R. Dag No.937, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas together with 6 (six) K1 shed structures each measuring about 100 square feet, more or less, collectively measuring about 600 (six hundred) square feet, and the said dag is butted and bounded as follows:

- | | | |
|---------------------|---|---------------------|
| On the North | : | By R.S. Dag No. 698 |
| On the East | : | By R.S. Dag No. 719 |
| On the South | : | By R.S. Dag No. 717 |
| On the West | : | By R.S. Dag No. 706 |

**Part-III
(Third Property)**

Danga land measuring 31 (thirty one) decimal, more or less, comprised in R.S. Dag No. 719, L.R. Dag No.938, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas and the said dag is butted and bounded as follows:

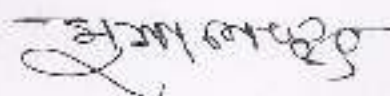
- | | | |
|---------------------|---|----------------------|
| On the North | : | By R.S. Dag No. 720 |
| On the East | : | By R.S. Dag No. 720 |
| On the South | : | By R.S. Dag No. 722 |
| On the West | : | By R.S. Dag Nos. 718 |

**Part-IV
(Fourth Property)**

Danga land measuring 75 (seventy five) decimal, more or less, comprised in R.S. Dag No. 722, L.R. Dag No.942, recorded in L.R. Khata No. 38, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas and the said dag is butted and bounded as follows:

- | | | |
|---------------------|---|---------------------|
| On the North | : | By R.S. Dag No. 719 |
|---------------------|---|---------------------|

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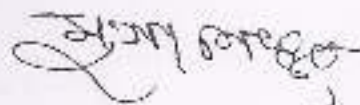
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On the East : By Kaku Khan Municipal Road
On the South : By R.S. Dag Nos. 724, 725 & 447
On the West : By R.S. Dag Nos. 717, 716

2nd Schedule
(Said Property)

(1) *Danga* land measuring 28.50 (twenty eight point five zero) decimal, more or less, comprised in R.S. Dag No. 717, L.R. Dag No. 936, recorded in L.R. *Khatia* No. 38, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-I** of the **1st Schedule** above **And** (2) *danga* land measuring 11 (eleven) decimal, more or less, comprised in R.S. Dag No. 718, L.R. Dag No. 937, recorded in L.R. *Khatia* No. 38, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, **together with** 6 (six) RT shed structures each measuring about 100 square feet, more or less, collectively measuring about 600 (six hundred) square feet, more fully described in the **Part-II** of the **1st Schedule** above **And** (3) *danga* land measuring 31 (thirty one) decimal, more or less, comprised in R.S. Dag No. 719, L.R. Dag No. 938, recorded in L.R. *Khatia* No. 38, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-III** of the **1st Schedule** above **And** (4) *bagan* land measuring 75 (seventy five) decimal, more or less, comprised in R.S. Dag No. 722, L.R. Dag No. 942, recorded in L.R. *Khatia* No. 38, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-IV** of the **1st Schedule** above **totaling to** land measuring 145.50 (one hundred forty five point five zero) decimal, more or less, collectively measuring about 600 (six hundred) square feet and demarcated in colour **Red** on **Plan** attached hereto.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.



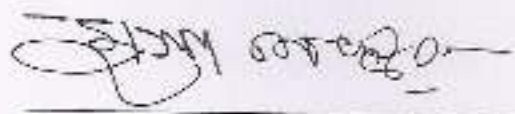
9. Execution and Delivery

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

Soma Dhali

(Anupama Chowdhury)

[Represented by her Constituted Attorney Soma Dhali]
[Vendor]



(Musha Lushkar)
(Director)

[Acyumen Vinimay Private Limited, Olay Tracom Private Limited, Raghav Dealmark Private Limited, Rapid Tracom Private Limited, Revolution Vinimay Private Limited, Risewell Dealmark Private Limited, Risewell Tracom Private Limited, Rising Tie Up Private Limited, Revolution Tie Up Private Limited, Raghav Tracom Private Limited, Rapid Barter Private Limited, Refresh Vinimay Private Limited, Revolution Dealtrade Private Limited, Relay Barter Private Limited, Relay Tie Up Private Limited]

[Purchasers]

Witnesses:

*Drafted by
Gita Ghosh, Advocate*

Signature SK. Jakir Ali
Name SK. JAKIR ALI
Father's Name SK ASRAF ALI
Address Danga
KOL. - 700103

Signature A.R.
Name AMITABH ROY
Father's Name SUNIL KUMAR ROY
Address P-35, Malighat Avenue,
Kolkata - 700074.

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.88,00,000/- (Rupees eighty eight lac) towards full and final payment of the consideration for sale of the Said Property described in the 2nd Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Demand Draft No. 831921	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831920	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831922	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831918	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831917	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831916	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831915	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831913	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831914	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831912	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831911	08.03.2011	UCO Bank	2,48,500/-
Demand Draft No. 831910	08.03.2011	UCO Bank	2,48,500/-
Cash			58,18,000/-
		Total	88,00,000/-

Soma Dhali

(Anupama Chowdhury)

[Represented by her Constituted Attorney Soma Dhali]

[Vendor]

Witnesses:

Signature SK. Jakir Ali

Signature [Signature]

Name SK. JAKIR ALI

Name AMITABH ROY

SPECIMEN FORM TEN FINGER PRINTS

S. No. Signature of the executants and/or purchaser
Prescribers



Soma
Dharti



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



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Little

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Middle

(Left Hand)

Fore

Thumb

Thumb

Fore

Middle

(Right Hand)

Ring

Little

DATED 18th DAY OF March, 2011

Between

Anupama Chowdhury
... Vendor

And

Acyumen Vinimay Private Limited & Ors.
... Purchasers

CONVEYANCE

145.50 Decimal

Portion of

L.R. Day Nos. 936, 937, 938 & 942

Mintra Iluol

District South 24 Parganas

Saha & Ray

Advocates

3A/1, 3rd floor

Hastings Chambers

7C, Kiran Sankar Roy Road

Kolkata 700001