

02262/11

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02544

भारतीय नैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

02262/11

A 033191

5561/2011

NO. 13. 61, 89, 733



Further that the document is admitted to Registration. The Signature Sheet and the enclosures thereto attached to this document are the care of this document.

District Registrar of Assurances, Kolkata

24.3.11

CONVEYANCE

- 1. Date: 23rd March 2011
- 2. Place: Kolkata
- 3. Parties:
 - 3.1 **Dinabandhu Nara**, son of Late Haripada Nara, residing at Balarampur, Post Office Boudhully, Police Station Sonarpur, District South 24 Parganas (PAN 9HVPN 9709M)

(Vendor includes successors-in-interest)

Dinabandhu Nara. Bopikumar Dholi

Handwritten notes and signatures in the bottom right corner.

118/58 30 MAR 2011

Bopi Kumar Dhali

No. Date
Sold to SATTA RAY
Address
Advocates
No. 341, 1st Floor, Hastings Chambers
17, Upper Circular Road,
Singapore 050171

L. S. VENKAT
HIGH COURT, CAL.



1536C

- UNO VINMAY PRIVATE LIMITED
- REBATE BARTER PRIVATE LIMITED
- REBATE COMMOALES PRIVATE LIMITED
- REBATE DEALMARK PRIVATE LIMITED
- REBATE TIE UP PRIVATE LIMITED
- BATE TRACOM PRIVATE LIMITED
- BATE VINMAY PRIVATE LIMITED
- RECAST BARTER PRIVATE LIMITED

Bopi Kumar Dhali
Director



1537C

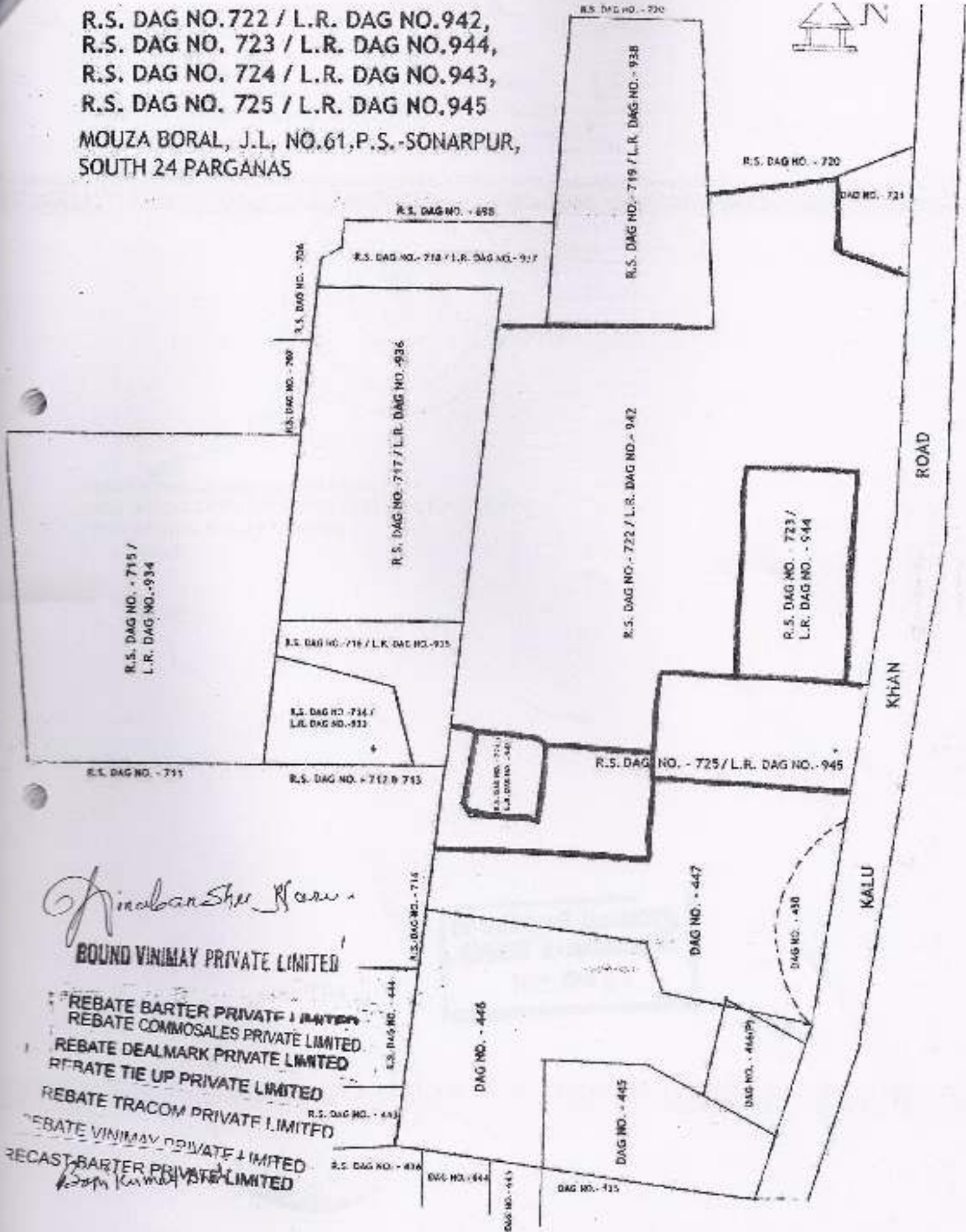
Pradeep Kumar Narai

[Handwritten signature]
27/3/2011



[Handwritten notes and signatures]
Date: 29/3/2011
Page: 1 of 1
No. 118/58
1536C

R.S. DAG NO.722 / L.R. DAG NO.942,
 R.S. DAG NO. 723 / L.R. DAG NO.944,
 R.S. DAG NO. 724 / L.R. DAG NO.943,
 R.S. DAG NO. 725 / L.R. DAG NO.945
 MOUZA BORAL, J.L. NO.61,P.S.-SONARPUR,
 SOUTH 24 PARGANAS



Prinabanshu Kumar
BOUND VINIMAY PRIVATE LIMITED

- REBATE BARTER PRIVATE LIMITED
- REBATE COMMOALES PRIVATE LIMITED
- REBATE DEALMARK PRIVATE LIMITED
- REBATE TIE UP PRIVATE LIMITED
- REBATE TRACOM PRIVATE LIMITED
- REBATE VINIMAY PRIVATE LIMITED
- RECAST BARTER PRIVATE LIMITED

Director

Certificate of Registration under section 60 and Rule 60

Registered in Book - I
CD Volume number 6
Page from 4943 to 4960
being No 02544 for the year 2011.



(Ashok Bandyopadhyay) 24-March-2011
SDDL REGISTRAR OF ASSURANCE-4 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 - 02544 of 2011
(Serial No. 02262 of 2011)

On

Payment of Fees:

On 23/03/2011

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

Presented for registration at 18.00 hrs on :23/03/2011. at the Private residence by Bapi Kumar Dhali
Claimant.

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

Execution is admitted on 23/03/2011 by

1. Dinabandhu Naru, son of Lt Haripada Naru , Balarampur, Thana:-Sonarpur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :-Bonhooghly , By Caste Hindu, By Profession : Others
2. Bapi Kumar Dhali
Director, Round 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, Rebate 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, Rebate Commosales 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, Rebate 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, Rebate 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, Rebate 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, Rebate 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, Recast 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.
, By Profession : Others



Additional Registrar of
Assurances - I, Kolkata
24 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 - 02544 of 2011

(Serial No. 02262 of 2011)

Identified By Sk Jakir Ali, son of Sk Ashraf Ali, Uttar Danga, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700103 , By Caste: Muslim, By Profession: Business.

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

On 24/03/2011

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. 68177/-, on 24/03/2011

(Under Article : A(1) = 68079/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 24/03/2011)

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.-6189733/-

Certified that the required stamp duty of this document is Rs.- 433301 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 433250/- is paid 22695023/03/2011 State Bank of India, DALHOUSIE SQUARE, received on 24/03/2011

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



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

And

- 3.2 **Round 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
- 3.3 **Rebate Barter 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
- 3.4 **Rebate Commosales 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
- 3.5 **Rebate 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
- 3.6 **Rebate 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
- 3.7 **Rebate 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
- 3.8 **Rebate 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
- 3.9 **Recast Barter 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

Kumar.

All represented by its director **Bapi Dhali**, son of Late Sudhir Chandra Dhali, residing at Post Office Boral, Village Boral, Police Station Sonarpur, Kolkata-700154 (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) *Bagan* land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. *Dag* No. 722, L.R. *Dag* No. 942, recorded in L.R. *Khatra* No. 1984, *Mauza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, morefully described in the **Part-I** of the 1st **Schedule** below (**First Property**) **And** (2) *pubic* land measuring 15.5 (fifteen point five) decimal, more or less, comprised in R.S. *Dag* No. 723, L.R. *Dag* No. 944, recorded in L.R. *Khatra* No. 1984, *Mauza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas,

Hinalanathu Nair - *Bapi Kumar Dhali*

morefully described in the **Part-II** of the **1st Schedule** below (**Second Property**) **And** (3) *doba* land measuring 5.5 (five point five) decimal, more or less, comprised in R.S. *Dag* No. 724, L.R. *Dag* No.943, recorded in L.R. *Khatian* No. 1904, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, morefully described in the **Part-III** of the **1st Schedule** below (**Third Property**) **And** (4) *danga* land measuring 26.5 (twenty five point five) decimal, more or less, comprised in R.S. *Dag* No. 725, L.R. *Dag* No.945, recorded in L.R. *Khatian* No. 1984, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, together with 7 (seven) RT structures standing thereon each measuring about 100 (one hundred) square feet, collectively measuring about 700 (seven hundred) square feet, morefully described in the **Part-IV** of the **1st Schedule** below (**Fourth Property**). The First Property, the Second Property, the Third Property and the Fourth Property totaling to land measuring 76.50 (seventy six point five zero) decimal, all morefully and collectively described in the **2nd Schedule** below (collectively **Said Property**) 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 Khalil Ahmed & Anr.:** By a Deed of Conveyance dated 10th June, 1960, registered in the Office Sub-Registrar, Baruipur, in Book No. I, Volume No. 73, at Pages 88 to 92, being Deed No. 5781 for the 1960, Khalil Ahmed and Rafik Ahmed (collectively **Khalil Ahmed & Anr.**) purchased (1) *bagan* land measuring 58 (fifty eight) decimal, more or less, comprised in R.S. *Dag* No. 722, corresponding L.R. *Dag* No 942, recorded in R.S. *Khatian* No. 193, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, District South 24 Parganas (**Khalil Ahmed & Anr.' First Property**) **And** (2) *incha* land measuring 31 (thirty one) decimal, more or less, comprised in R.S. *Dag* No. 723, corresponding L.R. *Dag* No.943, recorded in R.S. *Khatian* No. 193, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, District South 24 Parganas (**Khalil Ahmed & Anr.' Second Property**) **And** (3) *doba* land measuring 11 (eleven) decimal, more or less, comprised in R.S. *Dag* No. 724, corresponding L.R. *Dag* No.944, recorded in R.S. *Khatian* No. 193, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, District South 24 Parganas (**Khalil Ahmed & Anr.' Third Property**) **And** (4) *danga* land measuring 53 (fifty three) decimal, more or less, comprised in R.S. *Dag* No. 725, corresponding L.R. *Dag* No.945, recorded in R.S. *Khatian* No. 193, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, District South 24 Parganas (**Khalil Ahmed & Anr.' Fourth Property**), from Sarbanu Bibi, Abdul Jumman Molla, Abdul Samad Molla, Abdul Sovan Molla, Asirac Bibi and Basirac Bibi.

5.1.2 **Mutation by Khalil Ahmed:** Khalil Ahmed mutated his name in the records of Land Revenue Settlements vide L.R. *Khatian* No. 302 with respect to his undivided $\frac{1}{2}$ (half) share in the Khalil Ahmed & Anr.' First Property, the Khalil Ahmed & Anr.' Second Property, the Khalil Ahmed & Anr.' Third Property and the Khalil Ahmed & Anr.' Fourth Property, collectively the Said Property.

5.1.3 **First Sale to Vendor:** By a Deed of Conveyance dated 16th September, 2008, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 17, at Pages 1018 to 1032, being Deed No. 05222 for the year

Anil Kumar Saha *Bani Kumar Bhattacharya*

2009, Khalil Ahmed sold, conveyed and transferred his undivided $\frac{1}{2}$ (half) share in Khalil Ahmed & Anr.' First Property, being *bagar* land measuring 28 (twenty eight) decimal, more or less, comprised in R.S. *Dag* No. 722, corresponding L.R. *Dag* No.942, recorded in L.R. *Khatian* No. 302, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, i.e. the First Property herein, to the Vendor.

- 5.1.4 **Second Sale to Vendor:** By a Deed of Conveyance dated 9th October, 2009, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. 1, CD Volume No. 17, at Pages 4413 to 4426, being Deed No. 05521 for the year 2009, Khalil Ahmed sold, conveyed and transferred his undivided $\frac{1}{2}$ (half) share in (1) Khalil Ahmed & Anr.' Second Property, being *pokar* land measuring 15.5 (fifteen point five) decimal, more or less, comprised in R.S. *Dag* No. 723, corresponding L.R. *Dag* No.944, recorded in L.R. *Khatian* No. 302, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, i.e. the Second Property, herein **And** (2) Khalil Ahmed & Anr.' Third Property, being *doba* land measuring 5.5 (five point five) decimal, more or less, comprised in R.S. *Dag* No. 724, corresponding L.R. *Dag* No.943, recorded in L.R. *Khatian* No. 302, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, i.e. the Third Property, herein, to the Vendor.
- 5.1.5 **Third Sale to Vendor:** By a Deed of Conveyance dated 9th October, 2009, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. 1, CD Volume No. 17, at Pages 4427 to 4440, being Deed No. 05522 for the year 2009, Khalil Ahmed sold, conveyed and transferred his undivided $\frac{1}{2}$ (half) share in Khalil Ahmed & Anr.' Fourth Property, being *danga* land measuring 25.5 (twenty six point five) decimal, more or less, comprised in R.S. *Dag* No. 725, corresponding L.R. *Dag* No.945, recorded in L.R. *Khatian* No. 302, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, i.e. the Fourth Property herein, to the Vendor.
- 5.1.6 **Ownership of the Vendor:** 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.
- 5.1.7 **Mutation by Vendor:** The Vendor has mutated his name in the records of Land Revenue Settlements vide L.R. *Khatian* No. 1984.
- 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.
- 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.

Signature of the Vendor Bapi Kumar Dholi

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, usucapio, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bayadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not afflicted 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 his 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. *bagas* land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. *Dag* No. 722, L.R. *Dag* No. 942, recorded in L.R. *Khasra* No. 1984, *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. *patas* land measuring 15.5 (fifteen point five) decimal, more or less, comprised in R.S. *Dag* No. 723, L.R. *Dag* No. 944, recorded in L.R. *Khasra* No. 1984, *Mouza* Boral, J.L. No. 61, Police Station

Princedanthe Naru *Bapi Kumar Ghosh*

Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas **And** the Third Property, i.e. *debi* land measuring 5.5 (five point five) decimal, more or less, comprised in R.S. *Dag* No. 724, L.R. *Dag* No. 943, recorded in L.R. *Khasra* No. 1984, *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 **And** the Fourth Property, i.e. *danga* land measuring 26.5 (twenty six point five) decimal, more or less, comprised in R.S. *Dag* No. 725, L.R. *Dag* No. 943, recorded in L.R. *Khasra* No. 1984, *Mauza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas together with 7 (seven) RT structures standing thereon each measuring about 100 (hundred) square feet, collectively measuring about 700 (seven hundred) square feet, more fully described in the **Part-IV** of the **1st Schedule** below, **totaling** to land measuring 76.50 (seventy six point five zero) decimal and demarcated in colour **Red** on **Plan** attached hereto **together with** all easement rights and all other rights, appurtenances and inheritances for access and use thereof, free from all encumbrances.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs. 47,00,000/- (Rupees forty seven 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, 1882.

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, *longudars* 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 his 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 the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at his 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 contradicted to the contrary hereunder.

Of Jashwanth Nath : *Bapi Kumar Dholi*

- 8.3 **Delivery of Possession:** *Khas*, 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 (ill 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 him 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 the 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 him, 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.

1st Schedule
Part-I
(First Property)

Bagan land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. *Dag* No. 722, I.R. *Dag* No. 942, recorded in I.R. *Khatra* No. 1984, *Manza* 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 barred and bounded as follows:

On the North	: By R.S. <i>Dag</i> No. 719
On the East	: By Kala Khan Municipal Road
On the South	: By R.S. <i>Dag</i> Nos. 724, 725 & 447
On the West	: By R.S. <i>Dag</i> Nos. 717, 716

Hindrajit Narai, Bapikumar Dahi

**Part-II
(Second Property)**

Pata land measuring 15.5 (fifteen point five) decimal, more or less, comprised in R.S. Dag No. 723, L.R. Dag No. 944, recorded in L.R. *Khatan* No. 1984, *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. 722
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

**Part-III
(Third Property)**

Doba land measuring 5.5 (five point five) decimal, more or less, comprised in R.S. Dag No. 724, L.R. Dag No. 943, recorded in L.R. *Khatan* No. 1984, *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. 722
On the East : By R.S. Dag No. 725
On the South : By R.S. Dag No. 725
On the West : By R.S. Dag Nos. 714, 716

**Part-IV
(Fourth Property)**

Danga land measuring 26.5 (twenty five point five) decimal, more or less, comprised in R.S. Dag No. 725, L.R. Dag No. 945, recorded in L.R. *Khatan* No. 1984, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur- Sonarpur Municipality, District South 24 Parganas, together with 7 (seven) RT structures each measuring about 100 (hundred) square feet standing thereon, collectively measuring about 700 (seven hundred) square feet, and the said *dag* is butted and bounded as follows:

- On the North** : By R.S. Dag No. 722
On the East : By Kaku Khan Road
On the South : By R.S. Dag No. 447
On the West : By R.S. Dag No. 724

**2nd Schedule
(Said Property)**

- (1) *Bagan* land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. Dag No. 722, L.R. Dag No. 942, recorded in L.R. *Khatan* No. 1984, *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) *pata* land measuring 15.5 (fifteen point five) decimal, more or less, comprised in R.S. Dag No. 723, L.R. Dag No. 944, recorded in L.R. *Khatan* No. 1984, *Mouza* Boral, J.L.

Pracabandho Nam: Bopu Kumar Das
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No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully described in the **Part-II** of the **1st Schedule** above **And** (3) *doba* land measuring 5.5 (five point five) decimal, more or less, comprised in R.S. *Dag* No. 724, L.R. *Dag* No. 943, recorded in L.R. *Khata* No. 1984, *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) *daaga* land measuring 26.5 (twenty five point five) decimal, more or less, comprised in R.S. *Dag* No. 725, L.R. *Dag* No. 945, recorded in L.R. *Khata* No. 1984, *Mouza* Boral, J.L. No. 61, Police Station Sonarpur, within Ward No. 33 of Rajpur-Sonarpur Municipality, District South 24 Parganas, **together with** 7 (seven) RT structures standing thereon each measuring about 100 (hundred) square feet, collectively measuring about 700 (seven hundred) square feet, more fully described in the **Part-IV** of the **1st Schedule** above **totaling to** land measuring 76.50 (seventy six 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 of the Said Property.

Final name Name: Bapikumar Shaha

9. Execution and Delivery

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

Dinabandhu Narn

(Dinabandhu Narn)
[Vendor]

Bapi Kumar Dhali

(Bapi Dhali)
[Director]

[Round Vinimay Private Limited, Rebate Barter Private Limited, Rebate Commosales Private Limited, Rebate Dealmark Private Limited, Rebate Tie Up Private Limited, Rebate Tracom Private Limited, Rebate Vinimay Private Limited, Recast Barter Private Limited]

[Purchasers]

*witnessed by
Ajanta Ghosh
Kolkata*

Witnesses:

Signature *Ajanta*

Name *Ajanta Ghosh*

Father's Name *M. Ghosh*

Address *70, K.S. Roy Road*

Kolkata - 700021

Signature *Abhishek Datta*

Name *Abhishek Datta*

Father's Name *A.K. Datta*

Address *70, K.S. Roy Road*

Kolkata - 700001

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.17,00,000/- (Rupees forty seven 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	Amount (Rs.)
Cash	47,00,000/-
Total	47,00,000/-

Dinabandhu Naru

(Dinabandhu Naru)
[Vendor]

Witnesses:

Signature *Sujata Ghosh*
Name Sujata Ghosh

Signature *Abhishek Datta*
Name Abhishek Datta

SPECIMEN FORM TEN FINGER PRINTS

Signature of the
 Presentants and/or
 purchaser
 Presentants



Anubashu
 Nalla



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Gopi Kumar
 Dhali



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

Little

DATED 23 DAY OF March, 2011

Between

Dinabandhu Naru
... Vendor

And

Round Vinimay Private Limited & Ors.
... Purchasers

CONVEYANCE

76.50 Decimal
Portion of
L.R. Dag Nos. 942, 943, 944 & 945
Munze Boral,
District South 24 Parganas

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Senkar Roy Road
Kolkata-700001