

3346

I 2268/11



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 145225

Q, 6019

Certified that this document is admitted to registration. The signature and the Endorsement of the Registrar are part of the document.

Additional District Sub Registrar
Sealdah

23/07/2011

4.00, 26.250

CONVEYANCE DEED

THIS DEED OF CONVEYANCE is made on this 23rd day of

No. 25578 Date 22 JUL 2011

Sold to: E. L. GAGAN
SOCIETY'S ADVOCATE
Address: 8rd. Floor
R/O P.O. Old Post Office Street,
KOLKATA - 700 001

L. S. VENKAT
HIGH COURT, CAL.

Dr. Venkatesh



2285

THE VENUS COMPLEX PVT. LTD.

Dr. Venkatesh

Director



2286

Gourishankar Beed
(GOURI SHANKAR BEED)



2287

Kajih Sunderbhad



Identified by me

Subhasis Chakraborty
Advocate

F.B. Kinnar Sankar Roy Road,
1st floor, Kolkata - 700001



GOURI SHANKAR BEED son of Late Babu Indu Bhusan Beed residing at No.14 Sri Nath Das Lane, Kolkata 700 012 P.S. Bowbazar having his Income Tax PAN No. ANVPB9290K hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

VENUS COMPLEX PVT LTD a company within the meaning of the Companies Act 1956 having its Registered Office situated at No. 1 Sarojini Naidu Sarani, Kolkata 700 017 P.S. Shakespeare Sarani having its Income Tax PAN No. AADCV2985R represented by its Director Mr. Dhiraj Banka son of Shri Radhe Shyam Banka hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**

AND

RAJIB SANKER BEED son of Sri Gouri Shankar Beed also residing at No.14 Sri Nath Das Lane, Kolkata 700 012 P.S. Bowbazar having his Income Tax PAN No. ADJPB0633L hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

WHEREAS:

- A) In pursuance of and by virtue of an Indenture of Conveyance dated 16th August 1944 and made between Bhima Shanker Shrimali Bora therein referred to as the Vendor of the One Part and Gouri Shankar Beed the Vendor herein therein referred to as the Purchaser of the Other Part and registered at the office of the Sub Registrar, Sealdah in Book No. 1 Volume No.45 Pages 31 to 36 Being No.1545 for the year 1944 the Vendor became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046 P.S. Topsia containing by admeasurement an area of 4 Bighas 7 cottahs 6 chittacks and 12 sq.ft. (more or less) TOGETHER WITH all buildings structures godowns and sheds standing thereon (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as the said **PROPERTY**)

Dr. Scudder

[Signature]

[Signature]



A. D. S. R. SEALDAH
23 JUL 2011
Dist. South 24 Parganas

- B) The Vendor since the date of acquiring the said Property has remained in uninterrupted possession thereof without any right on the part of any other person and/or persons excepting that some parts and portions of the said Property is in illegal and unlawful occupation by various persons (hereinafter referred to as the **OCCUPANTS**)
- C) The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the said Property and/or the entirety of the right title interest of the Vendor into or upon the said Property **SUBJECT TO** the occupation of the said illegal occupants **BUT OTHERWISE** free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever at and for a consideration of Rs. 4,00,11,000/- (Rupees four crores eleven thousand only) and subject to the terms and conditions hereinafter appearing.
- D) The Confirming Party is the son of the Vendor and at the request of the Vendor has agreed to join in these presents.
- E) At or before execution of this Agreement the Vendor has assured and represented to the Purchaser as follows:
- i) **THAT** the Vendor alone is the absolute owner of the entirety of the said Property.
 - ii) **THAT** excepting for the said Occupants the said Property is otherwise free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
 - iii) **THAT** the Vendor has a marketable title in respect of the said Property.
 - iv) **THAT** excepting the Vendor nobody else has any right of ownership over and in respect of the said Property or any part or portion thereof.
 - v) **THAT** there is no thikka tenant at the said Property.
 - vi) **THAT** there is no excess land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property and the Vendor has already received 'no objection' certificate from the competent authority under the Urban Land (Ceiling & Regulation) Act 1976 and the said certificate is valid and subsisting.

Dr. Sankar

[Signature]
[Signature]



L. B. S. RASELDAM
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- vii) **That** no person is claiming nor is entitled to claim any right over and in respect of the said premises adversely to the title of the Vendor.
- viii) **THAT** the said Property is not subject to any notice of acquisition and/or requisition.
- ix) **THAT** the Vendor has not entered into any agreement for sale, transfer, development agreement nor has created any further interest of any third party into or upon the said Property or any part or portion thereof.
- F) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the entirety of the said Property and/or the entirety of the right title interest of the Vendor into or upon the said Property **SUBJECT HOWEVER** to the rights of the said Occupants but otherwise free from all encumbrances and charges and but for the aforesaid representations the said Purchasers would not have otherwise agreed to purchase and acquire the said Property nor would have parted with the amount as hereinafter appearing

NOW THIS INDENTURE WITNESSETH:

- I) **THAT** in pursuance of the said Agreement and in further consideration of a sum of **Rs. 4,00,11,000/- (Rupees four crores eleven thousand only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Vendor doth hereby acquit release and discharge the Purchaser and the said **PROPERTY** hereby intended to be sold transferred and conveyed) the Vendor with the consent and concurrence of the Confirming Party doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser **ALL THAT ALL THAT** the Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046 P.S. Topsia containing by admeasurement an area of 4 Bighas 7 cottahs 6 chittacks and 12 sq.ft. (more or less) both the nsaid two premises being adjacent and continuous and joined with each other **TOGETHER WITH** all buildings structures godowns and sheds standing thereon (more fully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**) and/or the entirety of the right title interest of the Vendor into or upon the said **PROPERTY SUBJECT HOWEVER** to the rights of the said Occupants but otherwise free from all encumbrances charges liens attachments trusts whatsoever or howsoever **OR HOWSOEVER OTHERWISE** the said **PROPERTY** or any part or portion thereof

Dr. S. K. Saha

[Signature]

[Signature]
[Signature]



A. D. S. R. SEALDAH
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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 sewers drain 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 or portion thereto belonging to or in anyway appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or remainders and all the rents issues and profits of the said **PROPERTY** or any of and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said **PROPERTY** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which are anyway exclusively relates to or concerns 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 both at law or in equity **TO HAVE AND TO HOLD** the said **PROPERTY** hereby granted sold conveyed transferred assigned 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 forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trust attachments acquisitions requisitions prohibitions restrictions easements and whatsoever.

II) **AND** the Vendor doth hereby further covenant with the Purchaser that the Vendor is the absolute and lawful recorded owner of the said **PROPERTY** and every part thereof and entitled to the said lands comprised therein and forming part of the said Property free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendor doth hereby covenant with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said **PROPERTY** hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by the 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 as aforesaid.

Dr. Sankar

[Signature]

[Signature]

[Signature]



A. B. S. R. SEALDAH
23 JUL 2011
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- III) AND THAT NOTWITHSTANDING** any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently entitled to and absolutely seized and possessed of and/or entitled to the said **PROPERTY** hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.
- IV) AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor now has in himself good right full and absolute power and authority to grant sell convey transfer assure and assign 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 as aforesaid and on the terms and conditions as aforesaid **AND THAT** the Vendor has duly made over physical possession of the various parts and portions under his occupation and has delivered symbolic possession of the parts and portions under occupation of the various Occupants at the said Property to the Purchaser herein and the Purchaser has received and accepted the same without raising any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the structures standing on the land comprised in the said **PROPERTY** or otherwise **AND THAT** the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands 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 his predecessors in title or any one of them.
- V) AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements whatsoever suffered or made or liabilities created in respect of the said **PROPERTY** held by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or any of his predecessors in title or any of them as aforesaid or otherwise.

Dr. Sankar

[Signature]

[Signature]
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A. B. S. R. SEALING
23 JUL 2011
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VI) AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said **PROPERTY** or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 **AND THAT** no notice, which is or may be subsisting has been served on the Vendor for the acquisition of the said **PROPERTY** and/or land comprised therein or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said **PROPERTY** or any part thereof **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 and costs of the Purchaser make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **PROPERTY** and every part thereof unto and to the use the Purchaser as shall or may be reasonably required.

VII) AND THIS DEED FURTHER WITNESSETH and it is hereby expressly agreed by and between the parties hereto that in the event of the total lands forming part of the said Property being found to be less than what has been mentioned in the Schedule hereunder written then and in that event the Purchaser shall not be entitled to claim any abatement in the amount of consideration and similarly in the event of the total lands forming part of the said Property being found to be in excess than what has been stated in the Deed of Conveyance dated 16th August 1944 and/or what has been stated in the Schedule hereunder written and/or in the records of any authorities concerned then such excess lands and the benefits attached thereto shall absolutely vest in the Purchaser and the Vendor shall not be entitled to claim any amount in excess save and except the amount of consideration agreed to be paid by this Indenture.

VIII) AND THAT the Purchaser for the purpose of protecting its right title and interest and also for amalgamation of the said two premises shall remain and appointed as constituted attorney of the Vendor to sign and execute all declarations and execute all necessary papers and deed of modification and/or rectification as may be necessary or be required from time to time.

Mr. Saubee

[Signature]
[Signature]



A. D. S. R. SEALDAH
23 JUL 2011
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IX) AND THIS DEED FURTHER WITNESSETH that at or before execution of this Indenture the Vendor has represented to the Purchaser that the original title deed in respect of the said Property being the Deed of Conveyance dated 16th August 1944 has been lost and/or misplaced and/or cannot be traced out and the Vendor has assured and covenanted with the Purchaser that he has not deposited the said Title Deed with any other person and/or persons IT BEING EXPRESSLY AGREED AND DECLEARED that in the event of non production of the said original title deed, if the Purchaser is exposed and/or saddled with any liability then and in that event the Vendor has agreed to indemnify and keep the Purchaser and/or its successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs

THE SCHEDULE ABOVE REFERRED TO

(THE SAID PROPERTY)

ALL THAT the Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046 P.S. Topsia containing by admeasurement an area of 4 Bighas 7 cottahs 6 chittacks and 12 sq.ft. (more or less) TOGETHER WITH all buildings structures godowns and sheds standing thereon within the limits of Kolkata Municipal Corporation under Ward No. 59 and butted and bounded in the manner following:

ON THE NORTH : partly by Premises No.'s 56, 54, 52, 50, 48, 46 and 44 Christopher Road

ON THE EAST : Premises No. 20 Gobra Gorasthan Road

ON THE SOUTH : Premises No. 14 Gobra Gorasthan Road and Premises No's 17B, 17C and 17D Gobra Gorasthan Road

ON THE WEST : Premises No. 42 Christopher Road

Dr. Sanku

[Signature]

[Signature]



A. B. S. R. SEALDAH
23 JUL 2011
Dist. South 24 Parganas.

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

**SIGNED AND DELIVERED BY THE
VENDOR At Kolkata**

In the presence of

1. *Romit Sankar Beed*
(ROMIT SANKER BEED)
14, SRINATH DAS LANE, KOLKATA 12.
2. *Arindam Ghosh*
(ARINDAM GHOSH)
1, Sarojini Naidu Sarani, KBT-12

Gouri Shankar Beed
(GOURI SHANKAR BEED)

**SIGNED AND DELIVERED BY THE
PURCHASER At Kolkata**

In the presence of

1. *Romit Sankar Beed*
(ROMIT SANKER BEED)
14, SRINATH DAS LANE,
KOLKATA 700012.
2. *Arindam Ghosh*
(ARINDAM GHOSH)
1, Sarojini Naidu Sarani,
Kolkata - 12

For VENUS COMPLEX PVT. LTD.

Om Shankar

Director

**SIGNED AND DELIVERED BY THE
CONFIRMING PARTY At Kolkata**

In the presence of

1. *Romit Sankar Beed*
(ROMIT SANKER BEED)
14, SRINATH DAS LANE,
KOLKATA 700012.
2. *Arindam Ghosh*
(ARINDAM GHOSH)
1, Sarojini Naidu Sarani,
Kolkata - 12.

Rajib Sankar Beed



L. D. S. R. SEALDAH
23 JUL 2011
Dist-South 24 Parganas

RECEIVED of and from the within named
PURCHASER the within mentioned sum of
Rs.4,00,11,000/- (Rupees Four Crores Twenty
Lacs eleven thousand only) being the amount of
consideration payable as per Memo written below :

Rs.4,00,11,000.00

MEMO OF CONSIDERATION

<u>Demand Draft No.</u>	<u>Date</u>	<u>Amount</u>	<u>Bank & Branch</u>	<u>Favouring</u>
951912	06.05.2011	11,00,000/-	The Karnataka Bank Ltd., Park Street Branch	Gouri Shankar Beed
951930	22.07.2011	3,89,11,000/-	The Karnataka Bank Ltd., Park Street Branch	Gouri Shankar Beed
		4,00,11,000/-		

(Rupees Four crores eleven thousand only)

Witnesses :

1. *Sanjit Shankar Beed.*
(SANJIT SHANKAR BEED)
14, SRINATH DAS LANE,
KOLKATA-700012.

Gouri Shankar Beed
(GOURI SHANKAR BEED)

2. *Arindam Ghosh.*
(ARINDAM GHOSH)
T. Sarajivari Naidu Sarani -
Kolkata - 17.













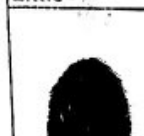

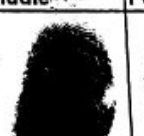


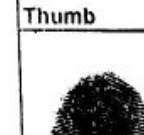
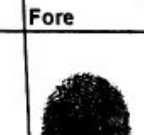
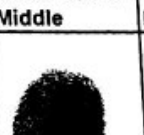
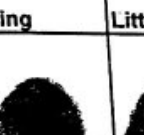
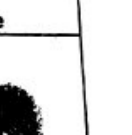

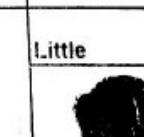
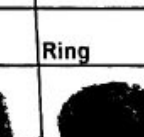

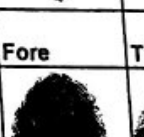
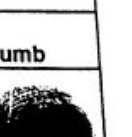

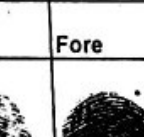
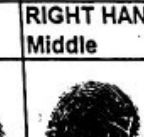
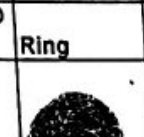
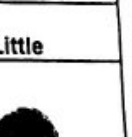
Drafted and prepared in my
Office
R. L. GAGGAR
ADVOCATE HIGH COURT
CALCUTTA

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A. D. S. R. SEALDAH
23 JUL 2011
Dist. South 24 Parganas

SPECIMEN FORM FOR TEN FINGERPRINT

Sl. No.	Signature of the executants/presentants	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
<i>Amritinder Kaur</i>						
						
<i>Mrs Arora</i>						
						
<i>Rajiv Sankar Kaur</i>						
						



A. B. S. R. SEALDAH
23 JUL 2011
Dist. South 24 Parganas.



Government Of West Bengal
Office Of the A. D. S. R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 02268 of 2011
(Serial No. 03346 of 2011)

On

Payment of Fees:

On 23/07/2011

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

Presented for registration at 14.44 hrs on :23/07/2011, at the Private residence by Mr Dhiraj Banka ,Claimant.

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

Execution is admitted on 23/07/2011 by

1. Gouri Shankar Beed, son of Late Babu Indu Bhusan Beed , 14, Srinath Das Lane, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 , By Caste Hindu, By Profession : Others
2. Rajib Sanker Beed, son of Sri Gouri Shankar Beed , 14, Srinath Das Lane, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 , By Caste Hindu, By Profession : Others
3. Mr Dhiraj Banka, son of Shri Radhe Shyam Banka , 1 Sarojini Naidu Sarani, Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Hindu, By Profession : Others

Identified By Subhasis Chakraborty, son of . . ., 7b. Kiran Sankar Roy Road, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Advocate.

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 25/07/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 25/07/2011

Amount by Draft

Rs. 440293/- is paid , by the draft number 063862, Draft Date 23/07/2011, Bank Name State Bank of India, ELLIOT ROAD, received on 25/07/2011

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

25/07/2011 16:28:00

EndorsementPage 1 of 2



A. D. S. R. SEALDAR
25 JUL 2011
Dist. South 24 Parganas



Government Of West Bengal
Office Of the A. D. S. R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 02268 of 2011
(Serial No. 03346 of 2011)

(Under Article : A(1) = 440286/- ,E = 7/- on 25/07/2011)

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.-40026250/-

Certified that the required stamp duty of this document is Rs.- 2801848 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 2801848/- is paid, by the draft number 063861, Draft Date 23/07/2011, Bank Name State Bank of India, ELLIOT ROAD, received on 25/07/2011

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR


(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2

25/07/2011 16:28:00



A. D. S. R. SEALBAI
25 JUL 2011
Dist. South 24 Parganas.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 6859 to 6873
being No 02268 for the year 2011.



(Ajay Kumar Mukherjee) 26-July-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SEALDAH
West Bengal

~~Dist. South 24 Parganas~~

DATED THIS 23rd DAY OF July 2011

BETWEEN

GOURI SHANKAR BEED

.... VENDOR

A N D

VENUS COMPLEX PVT LTD

..... PURCHASER

A N D

RAJIB SANKER BEED

..... CONFIRMING PARTY

CONVEYANCE

**R. L. GAGGAR
SOLICITOR & ADVOCATE
6 OLD POST OFFICE STREET
KOLKATA - 700 001**