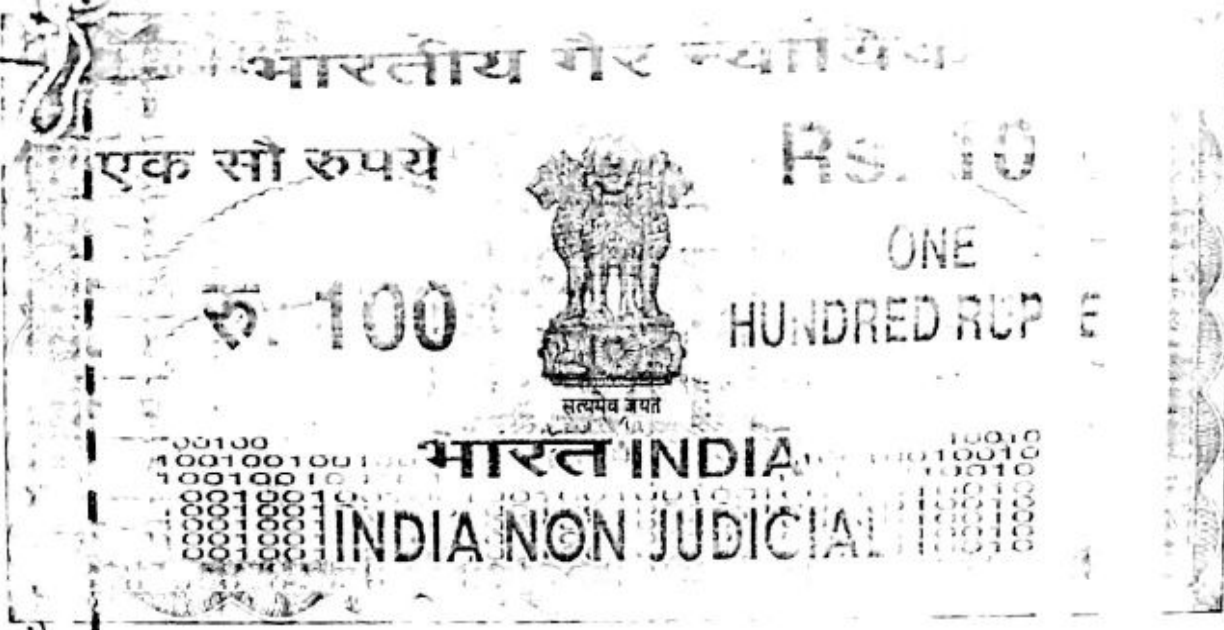


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 19 9

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

[Signature]
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

26 DEC 2011

DEED OF CONVEYANCE

1. Date : 23rd day of December 2011
2. Place : Kolkata
3. Parties :
- 3.1 RASID MIDDYA, son of Late Chakoyat, by faith - Muslim, by occupation -

Handwritten notes in the margin, possibly including '5' and other illegible characters.

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Business, by nationality - Indian, residing at Vill. & P.O. Louhati, P.S. Rajarhat, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "**OWNER / VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, executors, representatives and assigns) of the **ONE PART**.

AND

3.2 **EXCELLA REALTORS PVT. LTD.**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 2, Dharmadas Row, 1st Floor, Kolkata - 700 026, West Bengal, represented by its/their Directors, **RAJA SAHA**, son of Mihir Saha & **DULAL CHANDRA NANDY**, son of Late Kalipada Nandy.

Hereinafter called and referred to as the "**PURCHASER**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **OTHER PART**.

Owner/Vendor and Purchaser collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Said Property :** ALL THAT piece and parcel of land measuring

1.61 decimals more or less of Bagan land comprised in R.S./L.R. Dag No 3880 under L R. Khatian No 2599,

3.50 decimals more or less of Bagan land comprised in R.S./L.R. Dag No 3881 under L.R. Khatian No. 2595,

3.66 decimals more or less of Bagan land comprised in R.S./L.R. Dag No 3882 under L.R. Khatian No. 2595,

0.75 decimals more or less of Danga land comprised in R.S./L.R. Dag No 3883 under L.R. Khatian No. 2595,

in total demarcated plot of land measuring 9.52 decimals be the same a little more or less, lying and situated at Mouza - Bishnupur, J.L. No. 44, Re. Sa. No. 126, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Chandpur I No. Gram Panchayet, in the District North 24 Parganas, demarcated in Plan is attached herewith and morefully described in the Schedule below [SAID PROPERTY/ SOLD PROPERTY].

5 Background, Representations, Warranties and Covenants :

5.1 Representations and Warranties Regarding Title : The Vendor has made the following representations and given the following warranties to the Purchaser regarding title

5.1.1 Absolute Recorded Ownership of Rasid Middya : One Rasid Middya, present owner herein is the absolute recorded owner of land measuring 7.2 decimals more or less comprised in R.S./L.R. Dag Nos. 3901, 3902, 3880, 3881, 3882 & 3882, under L.R. Khatian Nos. 2599 & 2595, in Mouza - Bishnupur J.L. No. 44, Re. Sa. No. 126, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by receiving the same by way of inheritance

5.1.2 **Desire of Sale by Rasid Middya to the present Purchaser :** The said Rasid Middya decides to sell and hand over possession to the present purchaser in accordance with the family settlement, as follows :

ALL THAT piece and parcel of land measuring

1.61 decimals more or less of Bagan land comprised in R.S /L.R. Dag No 3880 under L.R. Khatian No. 2599,

3.50 decimals more or less of Bagan land comprised in R.S /L.R. Dag No 3881 under L.R. Khatian No. 2595,

3.66 decimals more or less of Bagan land comprised in R.S /L.R. Dag No 3882 under L.R. Khatian No. 2595,

0.75 decimals more or less of Danga land comprised in R.S /L.R. Dag No 3883 under L.R. Khatian No. 2595,

in total demarcated plot of land measuring 9.52 decimals be the same a little more or less, lying and situated at Mouza - Bishnupur, J.I. No. 44, Re. Sa. No. 126, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Chandpur I No. Gram, Panchayet, in the District North 24 Parganas [SAID PROPERTY] more fully described in the Schedule hereunder written out of his possession, to the present Purchaser, at a total consideration of Rs. 11,42,400.00 (Rupees Eleven Lakh Forty Two Thousand Four Hundred) only

5.1.3 **Acceptance by Purchaser :** The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the SAID PROPERTY more fully described in the Schedule hereunder written at an agreed consideration of Rs. 11,42,400.00 (Rupees Eleven Lakh Forty Two Thousand Four Hundred) only

- 5.1.4 **Title of the Vendor :** Thus in the abovementioned facts and circumstances, the vendor has become the absolute owner of the Said Property.
- 5.1.5 **True and Correct Representations :** The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 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 Panchayet 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, 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 Purchaser.
- 5.2.5 **No Dues :** No tax in respect of the Said Property is due to the concerned Panchayet and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.

5.2.6 **No Right of Preemption :** No person or persons whatsoever have 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, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars 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 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 Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has/have agreed to purchase the Said Property from the Vendor

7. **Transfer :**

7.1 **Hereby Made :** The Vendor hereby sell, convey and transfer to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the **SAID PROPERTY** morefully described in the Schedule below free from all encumbrances

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. 11,42,400.00 (Rupees Eleven Lakh Forty Two Thousand Four Hundred) only** paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Memo and Receipt 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 **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, which includes all unrecorded/non-mutated lands inherited by the Vendor as mentioned in the various sub-clauses of Clause 5 above

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

Purchaser 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 obligations and duties of Vendor and Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Property has been handed over by the vendor to the purchaser, which the purchaser admits, acknowledges and accepts.

8.4 **Declaration of Vendor** : The Vendor hereby declares that he has possessed the said property in accordance with the family settlement and he transfers the possession accordingly. If there is any claim of the possession by anyone including his other family members, the vendor will be bound to give the land claimed by anyone in any other Dag number owned by him

8.5 **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 purchaser fully and comprehensively saved, harmless and indemnified.

8.6 **Holding Possession** : The vendor hereby covenants that the purchaser and its their director, executors, administrators, representatives and 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 purchaser, 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

- 8.7 **Indemnity** : The vendor hereby covenant that the vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the purchaser and its/their director, executors, administrators, representatives and assigns and / or its their successors-in-interest of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the purchaser and its/their director, executors, administrators, representatives and assigns and / or its their successors-in-interest by reason of any defect in title of the vendor or any of the representations being found to be untrue.
- 8.8 **No Objection to Mutation** : The vendor declares that the purchaser can fully be entitled to mutate its/their names in all records of the concerned authority including concerned Gram Panchayet and to pay tax or taxes and all other impositions in its/their own names. The vendor undertakes to co-operate with the purchaser in all respect to cause mutation of the Said Property in the name of the purchaser and in this regard shall sign all documents and papers as required by the purchaser.
- 8.9 **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 purchaser and / or its 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.

THE SCHEDULE ABOVE REFERRED TO
[SOLD PROPERTY / SAID PROPERTY]

ALL THAT piece and parcel of land measuring

1.61 decimals more or less of Bagan land comprised in R.S./L.R. Dag No
3880 under L.R. Khatian No. 2599,

3.50 decimals more or less of Bagan land comprised in R.S./L.R. Dag No
3881 under L.R. Khatian No. 2595,

3.66 decimals more or less of Bagan land comprised in R.S./L.R. Dag No
3882 under L.R. Khatian No. 2595,

0.75 decimals more or less of Danga land comprised in R.S./L.R. Dag No
3883 under L.R. Khatian No. 2595.

**in total demarcated plot of land measuring 9.52 decimals be the same a
little more or less, lying and situated at Mouza - Bishnupur, J.L. No. 44,
Re. Sa. No. 126, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O.
Bidhannagar, Salt Lake City, within the local limit of Chandpur I No. Gram
Panchayet, in the District North 24 Parganas. A Plan of the Sold Property is
enclosed herewith and will be treated as part and parcel of this present Deed.
The Sold Property is butted & bounded as follows -**

R S Dag No. 3880.

ON THE NORTH	R.S. Dag No. 3880 (P)
ON THE SOUTH	R.S. Dag No. 3878.
ON THE EAST	R S Dag No 3880 (P)
ON THE WEST	R S. Dag No 3883 (P).

R S Dag No. 3881

ON THE NORTH	50 ft Wide (91 Bus Route, Louhati) Road
ON THE SOUTH	R.S. Dag No. 3882 (P)
ON THE EAST	R S. Dag No. 3881 (P).
ON THE WEST	R S Dag No 3881 (P).

R S Dag No. 3882.

ON THE NORTH	R.S. Dag No. 3881 (P).
ON THE SOUTH	R.S. Dag Nos 3880 (P) & 3883 (P)
ON THE EAST	R.S. Dag No. 3880 (P).
ON THE WEST	R.S. Dag No. 3882 (P).

R S Dag No. 3883.

ON THE NORTH	R S Dag Nos 3882 (P) & 3880 (P)
ON THE SOUTH	R.S. Dag No 3878.
ON THE EAST	R S Dag No 3880 (P)
ON THE WEST	R S Dag No 3883 (P)

Together with all easement rights and all other rights, appurtenances and inheritances for access and use of the Sara Property and also with the benefit of the sanctioned plan

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. Mr. Ratimur M. Dey
Shr. Khafat Middy
VIL+PS Lachudji
P.S. - Rasmanhat
DTS- 24/09/14

2. Saikat Middy
VIL+PS - Lachudji
P.S. - Rasmanhat
KOL-135

3. Ratimur M. Dey
Shr. Khafat Middy
VIL+PS - Lachudji
P.S. - Rasmanhat
KOL-135

Rasid Middy

Owner / Vendor

Raja Saha

Drafted By :

Pinaki Chattopadhyay
For Pinaki Chattopadhyay & Associates,
Solicitor & Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 059
Ph. . 2570 8471

Composed By :

Paresh Swarnakar,
14/B, Jessore Road,
Kolkata - 700 028.

Dulal Chandra Nandy

Both Directors of
Excella Realtors Pvt Ltd

Purchaser

Contd.....13

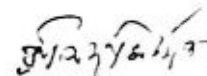
MEMO OF CONSIDERATION

Received Rs. 11,42,400.00 (Rupees Eleven Lakh Forty Two Thousand Four Hundred) only as full and final consideration money of the schedule land morefully mentioned in the Schedule hereinbefore written, from the above named purchaser

<u>Ch.No./Cash</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
286101	24.12.10	Axis Bank,	Rs. 8,00,000/-
261393	07.04.11	Axis Bank,	Rs. 2,50,000/-
Cash	02.09.10		Rs. 92,400 /-
Total			: Rs. 11,42,400/-

Witnesses :-

1. Md. Rasid Mudda
S/o Khairat Mudda
Vil + P.S. Lankhali
P.S. Rajanhat
Dist. 24 P.S. (V)
2. Saikat Mudda
Vil + P.S. Lankhali
P.S. Rajanhat
Kat- 135
3. ~~23/11/10~~ 23/11/10


Rasid Mudda

Owner / Vendor

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

Endorsement For Deed Number : I - 14554 of 2011
(Serial No 15646 of 2011)

On

Payment of Fees:

On 23/12/2011

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

Presented for registration at 20 31 hrs. on 23/12/2011 at the Private residence by the Registrant

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

Execution is admitted on 23/12/2011 by

1 Rasid Middya, son of Lt Chakoyat Louhati, Thana.-Rajarhat District.-North 24-Parganas
WEST BENGAL, India, P.O. - , By Caste Muslim, By Profession Business

By Profession

Director, Excella Realtors Pvt Ltd 2 Dharmadas Row District -Kolkata WEST BENGAL

Pin -700026

By Profession Others

2 Dulal Ch Nandy

Director, Excella Realtors Pvt Ltd 2 Dharamdas Row District.-Kolkata, WEST BENGAL

Pin -700026

By Profession Others

Identified By S Middya son of R Middya, Lauhati, Thana -Rajarhat District.-North 24-Parganas
WEST BENGAL, India, P.O. - By Caste Muslim, By Profession Others

(Debasish Dha

ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/12/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under section 10 of the Indian Stamp Act 1899 also under section 10 of West Bengal Stamp Act 1955. Court fee stamp paid Rs 10/-

Payment of Fees:

Amount By Cash

Rs 12576/- on 26/12/2011

Under article A(1) = 12562/- E = 14/-

Certificate of Market Value(WB PUVY)

Certified that the market value of this property which is the subject matter of this deed is assessed at Rs -1142400



(Handwritten signature)



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

Refund For Deed Number 114554 of 2011
(Serial No. 15646 of 2011)

Certified that the required stamp duty of this document is Rs - 57140 and the Stamp duty is paid Rs - 100

Deficit stamp duty

Deficit stamp duty


- 1. Rs. 57140 received by the draft number 888094, Draft Date 21/12/2011 Bank Name SBI, Bidhan Nagar, received on 26/12/2011
- 2. Rs. 100 received by the draft number 699346 Draft Date 24/12/2011 Bank Name SBI, Bidhan Nagar, received on 26/12/2011












(Debasish Dhar)
ADDITIONAL DISTRICT SUB REGISTRAR











EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO

UNDER RULE 44A OF THE EP 1996
LH BOX - SMALL TO LITTLE FINGER
RH BOX - THUMB TO SMALL FINGER

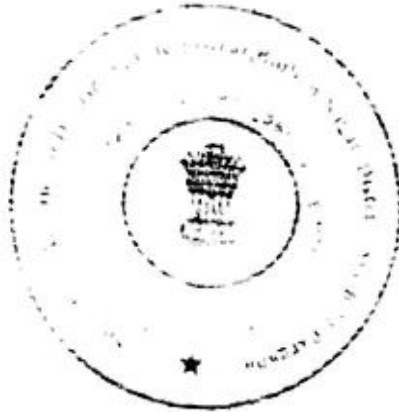
 Goia Saha	LH.					
	RH.					
ATTESTED - Goia Saha						

 Dulal Ch. Saha	LH.					
	RH.					
ATTESTED - Dulal Ch. Saha						

 [Signature]	LH.					
	RH.					
ATTESTED - [Signature]						

	LH.					
	RH.					

Registered in Book - I
CD Volume number 23
Page from 10676 to 10694
being No 14554 for the year 2011



[Handwritten signature]

(Debasish Dhar) 26-December-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. P. BIDHAN NAGAR
West Bengal