

हम्ब्रङ्ग पश्चिम बंगाल WEST BENGAL OKaka M

Certified that the Document is admitted to Registration. The Signature Sheet and the a to this document endorsement sheets site sh are the part of this Docume

> Agditional Registral of Assurances-II, Kolkata

Ma no. 1047/15 Jan 15000

CONVEYANCE

18th March, 2013

Place: Kolkata 2.

Parties 3.

3.1 Martin Burn Limited, a company incorporated under the Indian Companies Act, 1913 and an existing company under the Companies Act, 1956, having its registered office at 1, R.N. Mukherjee Road, Kolkata-700001, Police Station Hare Street (PAN AABCM9913A), represented by its Managing Director, Kedar Nath Fatehpuria, son of Late Shyam Sundar Fatehpuria, of 1, R.N. Mukherjee Road, Kolkata-700001, Police Station Hare Street

(Vendor, includes successors-in-interest)



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Slo Mr Keda Nem Fetetpins
62/17 B.C.Roed.

Kol. 700019

Business.



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

Endorsement For Deed Number : I - 04443 of 2013 (Serial No. 03613 of 2013 and Query No. L000008160 of 2013)

On 18/03/2013

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

Presented for registration at 15.36 hrs on :18/03/2013, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 18/03/2013 by

Kedar Nath Fatehpuria Managing Director, Martin Burn Ltd, 1, Rajendra Nath Mukherjee Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001.
By Profession: Others

2. Anirban Bhattacharva

Authorised Signatory, Someshwara Complex Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

By Profession: Others

Identified By M Fatehpuria, son of Kedar Nath Fatehpuria, 62/17, B C Road, Kol, District:-Kolkata, WEST BENGAL, India, Pin:-700019, By Caste: Hindu, By Profession: Business.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 19/03/2013

Certificate of Market Value (WB PUVI rules of 2001)

- Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-19,39,392/-

Certified that the required stamp duty of this document is Rs.- 96990 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 03/04/2013

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

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

Payment of Fees:

(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

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

Endorsement For Deed Number: I - 04443 of 2013 (Serial No. 03613 of 2013 and Query No. L000008160 of 2013)

Amount by Draft

Rs. 21427/- is paid, by the draft number 755121, Draft Date 21/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 03/04/2013

(Under Article: A(1) = 21329/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 03/04/2013)

Deficit stamp duty

Deficit stamp duty Rs. 91990/- is paid, by the draft number 755120, Draft Date 21/03/2013, Bank: State Bank of India, DALHOUSIE SQUARE, received on 03/04/2013

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

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And

3.2 **Someshwara Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS5452R**), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street (**Purchaser**, includes successors-in-interest).

Vendor and Purchaser, collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 5.00 (five point zero zero) decimal equivalent to 3 (three) *cottah* and 18 (eighteen) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) *cottah* and 36 (thirty six) square feet, more or less, out of 40 (forty) decimal equivalent to 1 (one) *bigha* 4 (four) *cottah* 3 (three) *chittack* and 9 (nine) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 645, recorded in L.R. *Khatian* No. 2037, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (**RBGP No.I**), Sub-Registration District Rajarhat, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 645 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents, warrants and covenants to the Purchaser regarding title as follows:
- 5.1.1 **Purchase by Vendor:** By a Deed of Conveyance dated 13th March, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.I, CD Volume No.4, at Pages 786 to 798, being Deed No.03502 for the year 2008, the Vendor purchased from Shib Sankar Sarkar *inter alia* the entirety of the Said Property, free from all encumbrances and for the consideration mentioned therein.
- 5.1.2 Record of Rights of Vendor: The Vendor has got its name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. Khatian No.2037, in respect of the Said Property.
- 5.1.3 **Absolute Ownership of Vendor:** In the above mentioned circumstances, the Vendor has become the undisputed and absolute owner of the Said Property.
- 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 any Local Authority or Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 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. In a meeting dated 14th March, 2013, the Board of Directors of the Vendor adopted a resolution to the effect that Mr. Kedar Nath Fatehpuria, Managing Director, be authorized to sell *inter alia* the Said Property on such terms and conditions and in such manner as Mr. Kedar Nath Fatehpuria, Managing Director, may consider beneficial and convenient for the Vendor. Mr. Kedar Nath Fatehpuria has been authorized and empowered by the Vendor to sign this Conveyance upon observance of all due process of law and is thus competent and lawfully authorized to execute this Conveyance on behalf of the Vendor.
- 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 dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption 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, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *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 Corporate Guarantee:** The Said Property is not affected by or subject to any corporate 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 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor will sell the Said Property to the Purchaser, free from all

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encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same from the Vendor based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).

6.2 **Surrender of Rights by Pioneer Prodev:** Pioneer Prodev Private Limited (**Pioneer Prodev**), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender such claims in favour of the Purchaser. The Vendor shall have no responsibility or obligation in this regard.

7. Transfer

- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being land classified as sali (agricultural) measuring 5.00 (five point zero zero) decimal equivalent to 3 (three) cottah and 18 (eighteen) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less, out of 40 (forty) decimal equivalent to 1 (one) bigha 4 (four) cottah 3 (three) chittack and 9 (nine) square feet, more or less], being a portion of R.S./L.R. Dag No. 645, recorded in L.R. Khatian No. 2037, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Rajarhat, District North 24 Parganas and the said Dag No. 645 being delineated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.6,71,054/- (Rupees six lac seventy one thousand and fifty four) paid by the Purchaser 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, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *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.





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- 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:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of the aforesaid.
- 8.2.2 **Transfer of Property Act:** all obligations and duties 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:** *Khas*, vacant, peaceful and physical possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 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 Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or 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.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assign, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assign by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser 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 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.

8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, 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.

Schedule (Said Property)

Land classified as *sali* (agricultural) measuring 5.00 (five point zero zero) decimal equivalent to 3 (three) *cottah* and 18 (eighteen) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) *cottah* and 36 (thirty six) square feet, more or less, out of 40 (forty) decimal equivalent to 1 (one) *bigha* 4 (four) *cottah* 3 (three) *chittack* and 9 (nine) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 645, recorded in L.R. *Khatian* No. 2037, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas, the said *Dag* No. 645 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By portion of R.S./L.R. Dag No.644 and by R.S./L.R. Dag

No.1041

On the East

: By portion of R.S./L.R. Dag No.649

On the South

: By R.S./L.R. Dag Nos.646, 647 and 1048

On the West

: By portion of R.S./L.R. Dag No.1042

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Raigachi	645	2037	Sali	40	5.00	Martin Burn Limited
				Total:	5.00	







9. Execution and Delivery

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

Executed and Delivered on behalf of the Vendor Company by Kedar Nath Fatehpuria, Managing Director and Common Seal of the Vendor Company affixed by them in the presence of Manish Fatehpuria, in terms of Board Resolution dated 14th March, 2013

For MARTIN BURN LIMITED
LLCAR Nuli Gelel ac
Chairman & Managing Director

Witnesses:

Signature: Mari-Foterp	Signature: Utpal Kenn Das
Name: Manish Fotenpuna	Name: UTPAL KUMAR DAS
Father's Name: Mr Kedar Neph forespuns	Father's Name: Late Tyotish Chilm Dos
Address: 62/17 B.C. Road	Address: 58 4. Ray'a Dindra Short
KAIKALA ZAROJA	Kollcata . Foroch

e House



Someshwara Complex Private Limited

(Anirban Bhattacharya) Authorised Signatory [Purchaser]

Witnesses:	
Signature	Signature value.
Name Pulak Baran Das	Name Ayusman Dey
Father's Name B.P. Dul	Father's Name Ashs Kr. Dey
Address 53/4. P.N. Middya Rd.	Address 7C, K.S. Roy Road,
Belghoria, Kolkata-700056	- Kolkata- 700001





Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.6,71,054/- (Rupees six lac seventy one thousand and fifty four) towards full and final payment of the Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date		, s	Bank		Amount (Rs.)
Cheque No.012562 (Part)	18.03.2013	Axis Kolka	Bank ita	Limited,	Nimta,	6,71,054/-
					Total:	6,71,054/-

(Kedar Nath Fathepuria)
Managing Director
[Vendor]

Witnesses:

Signature_

model

Signature Dey.

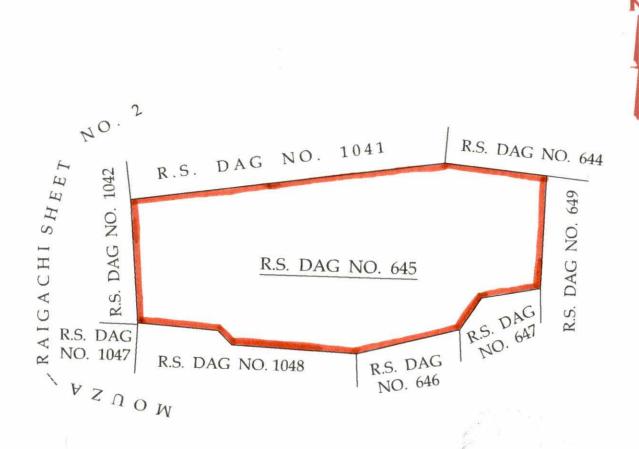
Name Pulak Baran Dag

Name Ayusman Dey



SITE PLAN OF R.S./L.R. DAG NO.- 645, L.R. KHATIAN NO.- 2037, MOUZA- RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 645 is 40 DECIMAL



For MARTIN BURN LIMITED

Ked or Nati Aale Mon 1 Chairman & Managing Director

Anvilan Bhotacharya

NAME & SIGNATURE OF THE VENDOR/S:

<u>LEGEND</u>: 5.0000 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 40 DECIMAL OF R.S./L.R. DAG NO.- 645.

SHOWN THUS :-



SPECIMEN FORM TEN FINGER PRINTS

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An	irban astacharya.					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
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		Thumb	Fore	Middle (Right	Ring Hand)	Little
						ų.
		Little	Ring	Middle (Left	Fore Hand)	Thumb
*						
		Thumb	Fore	Middle (Right	Ring Hand)	Little





S.

Dated this 18th day of March, 2013

Between

Martin Burn Limited ... Vendor

And

Someshwara Complex Private Limited ... Purchaser

CONVEYANCE

Portion of R.S./L.R. *Dag* No. 645 *Mouza* Raigachi District North 24 Parganas

Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 2409 to 2423 being No 04443 for the year 2013.



(Dulal chandraSaha) 10-April-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal