

पश्चिम् बंगाल WEST BENGAL

86AA 564525

AND MARK CHARLES



Certified that the Document is admitted to Registration. The Signature Sheet and the addressment sheets attached to this document are the part of this Document.

Additional Registrar of Assyrances-II, Kelkate

CONVEYANCE

1. Date: 9 January 2015

2. Place: Kolkata

Parties

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GOPALPRIYA PROMOTERS PRIVATE LIMITED

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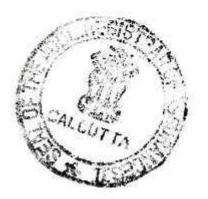


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MORMUKUT PROJECTS PRIVATE LTD.

Asim Kumar Mondal

Authorised Signatory/Director



Swapon Kar S/o R. N. Rar 7c. K.S. Roy Road Kolkata. Foodol Survice





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

District:-Kolkata

Endorsement For Deed Number : I - 00410 of 2015 (Serial No. 00401 of 2015 and Query No. 1902L000000721 of 2015)

On 09/01/2015

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

Presented for registration at 15.12 hrs on :09/01/2015, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 09/01/2015 by

1. Asim Kumar Mondal

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

, By Profession : Others

2. Anirban Bhattacharya

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

, By Profession : Others

Identified By Swapan Kar, son of R N Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Service.

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

On 15/01/2015

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 Draft

Rs. 21460/- is paid, by the draft number 221968, Draft Date 14/01/2015, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 15/01/2015

(Under Article: A(1) = 21362/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 15/01/2015)

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.-19,42,646/-

Certified that the required stamp duty of this document is Rs.- 97152 /- and the Stamp duty paid as:

Impresive Rs.- 10/-

Deficit stamp duty

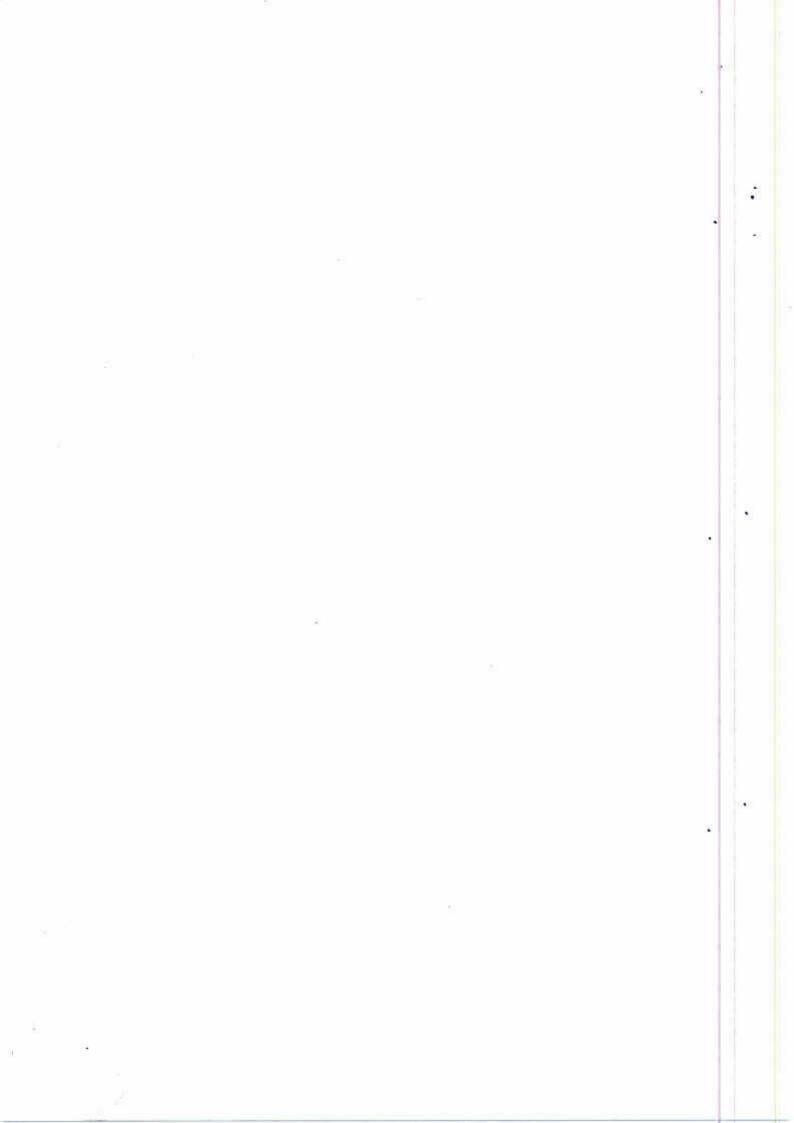
ADDITIONAL REGISTRAR OF ASSURANGED-II, KOLKATA

1 5 JAN 2015

(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

15/01/2015 12:42:00





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

Endorsement For Deed Number : I - 00410 of 2015 (Serial No. 00401 of 2015 and Query No. 1902L000000721 of 2015)

Deficit stamp duty Rs. 97152/- is paid , by the draft number 221965, Draft Date 14/01/2015, Bank : State Bank of India, DALHOUSIE SQUARE, received on 15/01/2015

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



ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

1 5 JAN 2015

(Dulal chandraSaha ADDL. REGISTRAR OF ASSURANCES-I

EndorsementPage 2 of 2

15/01/2015 12:42:00



3.1 Mormukut Projects 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 AAICM1457E), represented by its authorized signatory, Asim Kumar Mondal, son of Manoj Kumar Mondal, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Vendor, includes successors-in-interest)

And

3.2 Gopalpriya Promoters 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 AAECG6506A), 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 are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 2.47 (two point four seven) decimal [equivalent to 1.4943 (one point four nine four three) cottah], more or less, out of 46 (forty six) decimal, being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 2559, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (Said Property) and more fully described in the Schedule below and the said Dag No. 640 is delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and 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.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations, Warranties and Covenants Regarding Title: The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 Purchase of Mother Property: By a Deed of Conveyance dated 19th October, 2012, registered in the Office of Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 10, at Pages 281 to 297, being Deed No. 03097 for the year 2013, Mormukut Projects Private Limited (Vendor hereinabove) purchased land classified as sali (agricultural) measuring 9.5833 (nine point five eight three three) decimal [equivalent to 5.7979 (five point seven nine seven nine) cottah], more or less, out of 46 (forty six) decimal, being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 912, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (Larger Property), free from all encumbrances.



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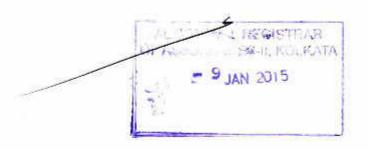
OF ABOURANCES-II, KOLKATA

9 JAN 2015

- 5.1.2 Mutation: Vendor got its name recorded in the records of Block Land and Land Reforms Office, Rajarhat, in respect of the Larger Property, in L.R. Khatian No. 2559, free from all encumbrances. The Said Property is a portion of the Larger Property and is the subject matter of this Conveyance.
- 5.1.3 Absolute Ownership of Vendor: In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Said Property out of the Larger Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents and warrants to and covenants with the Purchaser 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 Government or 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 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.
- 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 free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, wakf, 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 Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

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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 shall sell the Said Property to the Purchaser, free from all 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 shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 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/release 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, morefully described in the Schedule below, being land classified as sali (agricultural) measuring 2.47 (two point four seven) decimal [equivalent to 1.4943 (one point four nine four three) cottah], more or less, out of 46 (forty six) decimal, being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 2559, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No. 640 is delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and 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.19,42,646/- (Rupees nineteen lac forty two thousand six hundred and forty six) 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

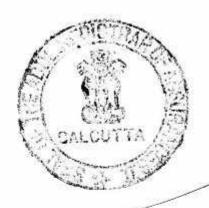
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, wakf, 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.
- 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 by Vendor: 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, 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 and assigns, 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 assigns by reason of any claim made by any third parties with respect to the title of the Vendor.
- 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 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 exclusively 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.

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ADDITIONAL REGISTRAR OF ASSUMANCES-II, KOLKATA

- 9 JAN 2015

- No Objection to Mutation and Conversion: The Vendor covenants, confirms and 8.6 declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) 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 and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining agricultural and (b) 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 conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 Indemnity: The Vendor hereby covenants that the Vendor or any person or persons claiming under them in law, trust and equity shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, 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 assigns by reason of any encumbrance on the Said Property.
- 8.8 Title Documents: Simultaneously herewith, the Vendor has handed over all title papers and documents in respect of the Said Property to the Purchaser.
- 8.9 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under it, 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 2.47 (two point four seven) decimal [equivalent to 1.4943 (one point four nine four three) cottah], more or less, out of 46 (forty six) decimal, being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 2559, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No. 640 is delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dag Nos. 630 and 632

On the East: By R.S./L.R. Dag Nos. 632 and 638

On the South: By R.S./L.R. Dag No. 639

On the West: By R.S./L.R. Dag No. 641





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OF ASSURATIONS IL KOLKATA

9 JAN 2015

Together with all title, benefits, easements, authorities, claims, demands, usufructs and 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 Land	Total Area of Dag (in Decimal)	Total Area sold (in Decimal)	Names of the Recorded Owner
Raigachi	640	2559	Sali	46	2.47	Mormukut Projects Private Limited
		Т	otal Area	of Land Sold:	2.47	



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9. **Execution and Delivery**

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

	MORMUKUT PROJ	IECTS PRIVAT	RITO	
	Asim kumar		DID.	
	DASAMON 32-1 60	Signatory/Di	rector	
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	GOPALPRIYA PROMO	oters private Bhouse	ichoya	tonz
	(Purc	haser)		30
Shured by:				
Shuvadip Chakraborty Advocate				
Witnesses:				
Signature Signature	oan/	Signature_	000	Krabe L.
Name: Swapan	Kar	Name:	Sunst Ch	Restora bory
Father's Name: R. N.	Kar	Father's Na	me: Arun	Chakrabory
Address: 7C. K.S.	Roy Road	Address:	14 K. 5 Pay	y Road
Kolkala, Food	70000	Alternation and the second second	Colles	700001



ABSTTIONAL REGISTRAR OF ASSURANCES IL NOUKATA

9 JAN 2015

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.19,42,646/(Rupees nineteen lac forty two thousand six hundred and forty six) 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	Bank	Amount (Rs.)
Cheque No. 08.01.2015 018233	Axis Bank Limited, Nimta Branch, Kolkata	19,42,646/-	

MORMUKUT PROJECTS PRIVATE LTD.

Asim kumar Mondal

Authorised Signatory/Director

(Vendor)

Witnesses:

Signature_

Name

Signature

Name

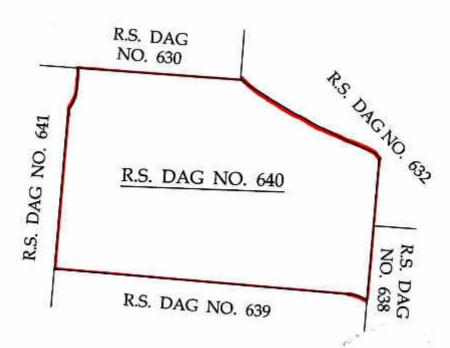




SITE PLAN OF R.S./L.R. DAG NO.- 640, R.S./L.R. KHATIAN NO.- 2559, MOUZA -RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 640 - 46 DECIMAL

N



MORMUKUT PROJECTS PRIVATE LTD.

Asim Kumar Hondal

Authorised Signatory/Director

GOPALPRIYA PROMOTERS PRIVATE LIMITED Anitem Charlasthan -

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: 2.4700 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 46 DECIMAL OF R.S./L.R. DAG NO.- 640.

SHOWN THUS :-





ADDITIONAL REGISTRAR
OF ASSUMANCES - NOLKATA

9 JAN 2015

SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants		- 4			
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Į,	Jon Jackyr					
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ADDITIONAL REGISTRAR OF ASSURANCEM HI, KOLKATA

= 9 JAN 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 1719 to 1733 being No 00410 for the year 2015.



(Dutal chandraSaha) 16-January-2015 ÁDDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal . .

Dated this 9th day of January, 2015

Between

Mormukut Projects Pvt. Ltd. ... Vendor

And

Gopalpriya Promoters Pvt. Ltd. ... Purchaser

CONVEYANCE

Land Measuring
2.47 (two point four seven) decimal
Portion of
R.S./L.R. Dag No. 640
Mouza Raigachi
Police Station Rajarhat
District North 24 Parganas

Saha & Ray

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