

- Parties:
- Ajit Kumar Samanta, son of Late Behari Lal Samanta, residing at 82/2, Raja Ram 3.1 Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South 24 Parganas
- Arun Komar Samanta, son of Late Behari Lai Samanta, residing at 82/3, Raja Ram. 3.2 Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South 24 Pargamas
  - Sefali Samanta, wife of Late Sutvendra Nath Samanta, residing at 82/77, Raja Ram 3.3 Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South 24 Parganas
  - 3.4 Subrata Samanta, son of Late Satyendra Nath Samanta, residing at 82/77, Raja Ram Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South
  - Soumitra Samanta, son of Late Satvendra Nath Samanta, residing at 82/77, Raja 3.5 Ram Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South 24 Parganas
- 3,6 Kamala Das, wife of Nemai Das, residing at 4/26, Aftab Mosque Lane, Kolkata-700027, Police Station Alipore
- 3.7 Bimala Das, wife of Bulai Das, residing at 82, Raja Ram Mohan Roy Road, Kolkata-700008, Police Station Thakurpukur, District South 24 Parganus
- 3.8 Anila Dey, wife of Late Rash Behari Dey, residing at 7/2, Gamesh Sarkar Lane. Khiddirpore, Kolkata-700023, Police Station Watgunge
- Pramila Das, wife of Late Panchu Gopal Das, residing at M/41, Kamdhari Peara 3.9 Bagan, Gostotala, Kolkata-700084, Police Station Regent Park
- Rathindra Nath Kar, son of Late Rubindra Nath Kar, residing at 25, Jyonsh Roy 3.10 Road, Kolkata-700053, Police Station Behala
- 3.11 Samir Kumar Kar, son of Late Rabindra Nath Kar, residing at 25, Jyotish Roy Road, Kolkata-700053, Police Station Behala
- 3.12 Mallika Kar, wife of Late Mihir Kar, residing at 25, Jyoush Roy Road, Kolkata-700053, Police Station Behala
- Arijit Kar, son of Late Mihir Kar, residing at 25, Jyotish Roy Road, Kolkata-700053, 3.13 Police Station Behala
- Aritra Kar, son of Late Milir Kar, residing at 25, Jyotish Roy Road, Kolkata-700053, 3.14 Police Station Behala

Shrabani Kar, wife of Late Sosir Kumar Kar, residing at 25, Jyotish Roy Road, Kolkata-700053, Police Station Behala

- Ambarish Kar, sen of Late Mihir Kar, residing at 25, Jyoush Roy Road, Kolkata-3.16 700053, Police Station Behala
- 3.17 Latika Samanta, wife of Late Attil Samanta, residing at 25, Jyotish Roy Road, Kolkata-700053, Police Station Behala
- Mohan Lal Bera ahat Mohan Lal Adhir Kumar Bera, son of Late Adhir Kumar 3,18 Bera, residing at C/o. Nemai Das, 4/26, Aftab Mosque Lane, Kolkata-700027, Police Station Alipore, represented by his constituted attorney Kamala Das, wife of Nemai Das, residing at 4/26, Aftab Mosque Lane, Kolkata-700027, Police Station Alipore
- Mita Das, wife of Bikash Chandra Das, residing at Raghunathpur, Post Office Pujali, 3.19 Police Station Budge Budge, District South 24 Parganas, Pin-
- Gita Jana, wife of Late Jagannath Jana, residing at Kalikapur, Post Office Uttar 3.20 Raipur, Police Station Budge Budge, District South 24 Parganas, Pin-(collectively Vendors, include successors-in-interest)

## And

- Well Plan Corporate Management Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata-700020, Police Station Ballygunge, represented by its director Prakash Musaddi, son of Raj Kumar Musaddi, of 2, Rowland Road, Kolkata-700020, Police Station Ballygunge (PAN AAACW2580N)
- Adya Kutir Private Limited, a company incorporated under the Companies Act, 3.22 1956, having its registered office at 74, Lenin Sarani, Kolkata-700013, Police Station Taltala, represented by its director Yogesh Chandra Agrawalla, son of Naresh Chandra Agrawaila, of 74, Lenin Sarani, Kolkata-700013, Police Station Taltala (PAN AAHCA0922H
- Three Ha Industries Private Limited, a company incorporated under the 3.23 Companies Act, 1956, having its registered office at 1º Floor, Main Building, 19, R.N. Mukherjee Road, Kokata-700001, Police Station Hare Street, represented by its authorized signatory Pawan Kumar Agarwal, son of Late Krishna Gopal Agarwal, of 1= Floor, Main Building, 19, R.N. Mukherjee Road, Kolkata-700001, Police Station Hare Street PAN AABCT1357K
- Adya Plaza Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 74, Lenin Sarani, Kolkata-700013, Police Station Taltala, represented by its director Yogesh Chandra Agrawalla, son of Naresh Chandra Agrawalla, of 74, Lenin Sarani, Kolkata-700013, Police Station Taltala (PAN AAHCA8063F

(collectively Purchasers, include successors-in-interest).

Vendors and Purchasers collectively Parties and individually Party.

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## NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- Subject Matter of Conveyance
  - Said Property: (1) Land measuring 31:65 (thirty one point ux five) decimal, equivalent to 19 (nineteen) autah 2 (two) dutank and 17.5 (seventeen point five) square feet, more or less, being a divided and demarcated portion of land measuring 42 forty two) decimal, equivalent to 1 (one) bight 5 (five) cuttab 6 (six) chittack and 25.2 (twenty five point two) square feet, more or less, comprised in R.S. Day No.147, recorded in R.S. Khahan No.323, Meaza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas (First Property) And (2) land measuring 9.58 (nine point five eight) decimal, equivalent to 5 (five) cuttab 12 (twelve) chittack and 31 (thirty one) square feet, more or less, being a divided and demarcated portion of land measuring 24.5 (twenty four point five) decimal, equivalent to 14 (fourteen) cutton 13 (thirteen) chittack and 7.2 (seven point two) square feet, more or less, comprised in R.S. Dag No.148, recorded in R.S. Khanan No.323, Mouza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas (Second Property) And (3) land measuring 1.34 one point three four) decimal, equivalent to 12 (twelve) chittack and 44 (forty four) square feet, more or less, being a divided and demarcated portion of land measuring 1.5 (one point five) decimal, equivalent to 14 (fourteen) chitteck and 24 (twenty four) square feet, more or less, comprised in R.S. Day No.149, recorded in R.S. Khatian No.323, Mouza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas (Third Property) And (4) land measuring 4.5 (four point five) decimal, equivalent to 2 (two) contait 11 (eleven) chittack and 25.2 (twenty live point two) square feet, more or less, comprised in R.S. Dag No.153, recorded in R.S. Khatian No.308, Miniza Saryadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas (Fourth Property), the First Property, the Second Property, the Third Property and the Fourth Property aggregating to land measuring 47.07 (forty seven point zero seven) decimal, equivalent to 1 (one) highs 8 (eight) cottah 7 (seven) chittack and 29 (twenty nine) square feet, more or less, together with 5 (five) separate R.T. shed dwelling units and structures thereon, collectively measuring 2851,293 (two thousand eight hundred fifty one point two nine three) square feet, more or less, a portion of which is situate, lying at and being Municipal Premises Nos.204 and 230, Raja Ram Mohan Roy Read, Kolkata-760008, within Ward No.122 of Kolkata Municipal Corporation (KMC), delineated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, casements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the above property, all morefully and collectively described in the Schedule below (collectively Said Property).
- 5. Background, Representations, Warranties and Covenants
- Representations and Warranties Regarding Title: The Vendors represent, 6 warrant and covenant regarding title as follows:

Deed of Partition: By a Dred of Partition dated 28th April, 1959, registered in the Office of the Joint Sub-Registrar of Alipore, Behala, in Book No. I, Volume No.33, Pages 257 to 278, being Deed No.2599 for the year 1959, Sudhir Kumar Samanta acquired the exclusive ownership of [1] land measuring 42 (forty two) decimal, equivalent to 1 (one) bight 5 (five) cattab 6 (six) chittack and 25.2 (twenty five point two)

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square feet, more or less, comprised in R.S. Day No.147, recorded in R.S. Khatian No.323, Mouga Saiyadpur, J.L. No.12, Police Station Behala, within South Subarban Municipality, District 24 Parganas, (2) land measuring 24.5 (twenty four point five) decimal, equivalent to 14 (fourteen) cottol 13 (thirteen) chittack and 7.2 (seven point two) square feet, more or less, comprised in R.S. Dog No.148, recorded in R.S. Elution No.323, Mosza Saivadpur, J.L. No.12, Police Station Behala, within South Suburban Municipality, District 24 Parganas, (3) land measuring 1.5 (one point five) decimal, equivalent to 14 (fourteen) chittack and 24 (twenty four) square feet, more or less, comprised in R.S. Dag No.149, recorded in R.S. Rhatan No.323, Mauga Saiyadpur, J.L. No.12, Police Station Behala, within South Subarban Municipality, District 24 Parganas and (4) land measuring 4.5 (four point five) decimal, equivalent to 2 (two) catali 11 (eleven) chittack and 25.2 (twenty five point two) square feet, more or less, comprised in R.S. Dag No.153, recorded in R.S. Khatan No.308, Mauza Saiyadpur, J.L. No.12, Police Station Behala, within the jurisdiction of South Subarban Municipality, District 24 Parganas, aggregating to land measuring 72.5 (seventy two point five) decimal, equivalent to 2 (two) highs 3 (three) cotton 13 (thirteen) chittack and 36 (thirty six) square feet, more or less (collectively Mother Property).

- Mutation: Sudhir Kumar Samanta, as the owner of the Mother Property, mutated his name in respect of portions thereof in the records of the KMC, such recorded portions inter alia being (1) Municipal Premises No.204, Raja Ram Mohan Roy Road vide Assessee No.411221002044 and (2) Municipal Premises No.230, Raja Ram Mohan Roy Road vide Assessee No.411221002305 (collectively Assessed Portions Of Mother Property). Sudhir Kumar Samanta continued to have ownership in respect of the balance un-assessed portions of the Mother Property.
- Demise of Sudhir Kumar Samanta: Sudhir Kumar Samanta, a Hindu governed by the Dayabhaga School of Hindu Law, died unmarried and intestate on 18th December, 1996, leaving behind him surviving his 3 (three) brothers, namely, (1) Apt Kumar Samanta (Vendor No. 3.1 herein), (2) Arun Kumar Samanta (Vendor No. 3.2 herein) and (3) Satyendra Nath Samania, since deceased and his 6 (six) sisters, namely, (1) Kamala Das (Vendor No. 3.6 herein), (2) Bimala Das (Vendor No. 3.7 herein), (3) Anila Dey (Vendor No. 3.8 berein), (4) Pramila Das (Vendor No. 3.9 herein), (5) Nirmala Kar, since deceased and (6) Urmila Bera, since deceased as his only legal heirs and heiresses collectively Legal Heirs Of Sudhir), who jointly and in equal shares, being 1/9s (one-ninth) share each, inherited the right, title and interest of Late Sudhir Kumar Samanta in the Mother Property.
- Demise of Urmila Bera: Urmila Bera (one of the Legal Heirs Of Sudhir), a Hindu governed by the Dipablings School of Hindu Law, died intestate on 46 April, 2000, leaving behind her surviving I (one) son, Mohan Lal Bera alas Mohan Lal Adhir Komar Bera (Vendor No. 3.18 herein) and 2 (two) daughters, namely, (1) Mita Das (Vendor No. 3,19 herein) and (2) Gita Jana (Vendor No. 3,20 herein) as her only legal heir and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Urmila Bera in the Mother Property and thus each of them became entitled to 1/27th (one-twenty seventh) share in the Mother Property.

Demise of Sisir Kumar Karı Sisir Kumar Kar, son of Nirmala Kar (one of the Legal Heirs Of Sudhir), a Hindu governed by the Dupashaga School of Hindu Law, died intestate on 3rd January, 2001, leaving behind him surviving his wife, Shrabani Kar (Vendor No. 3.15 herein) and 1 (one) son, Ambarish Kar (Vendor No. 3.16 herein) as his only legal heir and heiress.

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5.1.6 Demise of Nirmala Kart Nirmala Kar (one of the Legal Heirs Of Sudhir), a Hindu governed by the Dayablaga School of Hindu Law, died interate on 22<sup>rd</sup> March, 2001, leaving behind her surviving 3 (three) sons, namely, (1) Rathindra Nath Kar (Vendor No. 3.10 herein), (2) Samir Kumar Kar (Vendor No. 3.11 herein), (3) Mihir Kar, since deceased. I (one) daughter, Latika Samanta (Vendor No. 3.17 herein) and the wife and son of her aforesaid predeceased son Sisir Kumar Kar (recited in Clause 5.1.4 above), namely Shrabani Kar and Ambarish Kar, as her only legal heirs and heiresses (collectively Legal Heirs Of Nirmala), who jointly inherited the right, tide and interest of Late Nirmala Kar in the Mother Property and thus each of them became entitled to the following shares in the Mother Property:

Name	Share	
Rathindra Nath Kar	1/45* (one-forty fifth)	
Samir Kumar Kar	1/454 (one-forty fifth)	
Mihir Kar	1/45th (one-forty fifth)	
Latika Samanta	1/45th (one-forty fifth)	
Shrabani Kar	1/90h (one-ninetieth)	
Ambarish Kar	1/90* (one-ninetieth)	

- 5.1.7 Demise of Satyendra Nath Samanta: Satyendra Nath Samanta (one of the Legal Heirs Of Sudhir), a Hindu governed by the Depublique School of Hindu Law, died intestate on 19th December, 2002, leaving behind him surviving his wife, Sefali Samanta (Vendor No. 3.3 herein) and 2 (two) sons, namely, (1) Subrata Samanta (Vendor No. 3.4 herein) and (2) Soumitra Samanta (Vendor No. 3.5 herein), as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Satyendra Nath Samanta in the Mother Property and thus each of them became entitled to 1/27th (one-twenty seventh) share in the Mother Property.
- 5.1.8 Demise of Mihir Kar: Mihir Kar, one of the Legal Heirs Of Nirmala and a Hindu governed by the Dipubling School of Hindu Law, died intestate on 23th January, 2008, leaving behind him surviving his wife, Mallika Kar (Vendor No. 3.12 herein) and 2 (two) sons, namely, (1) Arijit Kar (Vendor No. 3.13 herein) and (2) Aritea Kar (Vendor No. 3.14 herein), as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Satyendra Nisth Samanta in the Mother Property and thus each of them became entitled to 1/135th (one-one hundred and thirty lifth) share in the Mother Property.
- 5.1.9 Absolute Ownership of Vendors: In the abovementioned circumstances, the Vendors have become the joint, absolute and undisputed owners of the Mother Property and consequently the Said Property, which is a divided and demarcated portion of the Mother Property, in the following shares:

SI. No.	Name Share			
1.	Ajit Kumar Samanta			
2.	Arun Kumar Samanta	1/9 <sup>th</sup> (one-ninth)		
3,	Sefali Samanta	1/27th (one-twenty seventh)		
4.	Subrata Samanta	1/27* (one-twenty seventh)		
5,	Soumitra Samanta	1/27ª (one-twenty seventh)		
6.	Kamala Das	1/94 (one-ninth)		
7.	Bimala Das	1/9* (one-ninth)		
8.	Anila Dey	1/9th (one-ninth)		
		1/9th (one-ninth)		
10.	Rathindra Nath Kar	1/45* (one-forty lifth)		

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11.	Samir Kumar Kar	1745 <sup>th</sup> (one-forty fifth)	
12.	Mallika Kar	1/135th (one-one hundred and thirty fifth)	
13.	Anjit Kar	1/135¢ (one-one hundred and thirty fifth)	
14.	Aritra Kar	1/135th (one-one hundred and thirty fifth)	
15.	Shrabani Kar	1/90th (one-ninetieth)	
16.	Ambarish Kar	1/90º (one-ninetieth)	
17.	Latika Samanta	1/45th (one-forty fifth)	
18.	Mohan Lal Adhir Kumar Bera	1/27¢ (one-twenty seventh)	
19.	Mita Das	1/274 (one-twenty seventh)	
20.	Gita Jana	1/27th (one-twenty seventh)	

- 5.1.10 Power of Attorney: By a Power of Attorney dated 24th September, 2008, registered in the Office of the Additional District Sub-Registrar, Alipore, in Book No.IV, Being No.862 for the year 2008, Mohan Lal Bern after Mohan Lal Adhir Kumar Bera (Vendor No. 3.18 herein), appointed and constituted his maternal aunt, Kamala Das (Vendor No. 3.6 herein) as his lawful attorney with full power to execute all deeds and documents with regard to his share in the Mother Property.
- 5.1.11 True and Correct Representations: The Vendors are the absolute and undisputed owners of the Said Property and are fully authorized and entitled to sell the same, such ownership and authority having been acquired in the manners stated in the Chuses above, the contents of which are all true and correct.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors declare that the Said Property has not been acquired, required, vested or included in any scheme and the Vendors have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition, vesting or scheme or for any restriction on the nature of use and extent and height of construction of new buildings on the Said Property.
- 5.2.2 No Excess Land: The Said Property does not contain any excess land and the Vendors also do not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, the West Bengal Estates Acquismon Act, 1953 and the West Bengal Land Reforms Act, 1955.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Soid Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sells The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.

5.2.5 No Dues: No revenue, cess, municipal taxes, other taxes, surcharges, impositions, dues of CESC Ltd., outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Vendors.

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- No Right of Pre-emption: No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- No Mortgage: No mortgage or charge has been created by the Vendors in respect of 3.2.7 the Said Property or any part thereof.
- Free From All Encumbrances: The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis penders, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- No Guarantee: The Said Property is not affected by or subject to any personal or 5.2.9 collateral 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.
- Basic Understanding
- 6.1 Sale of Said Property: The basic understanding between the Parties is that the Vendors will sell the Said Property to the Purchasers 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 Purchasers will purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses above (collectively Representations).
- 7. Transfer
- 7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the Said Property described in the Schedule below, comprising of (1) the First Property, i.e. land measuring 31.65 (thirty one point six five) decimal, equivalent to 19 (nineteen) cottab 2 (two) chittack and 17,5 (seventeen point five) square feet, more or less, being a divided and demarcated portion of land measuring 42 (forty two) decimal, equivalent to I (one) bigha 5 (five) cuttah 6 (six) chittack and 25.2 (twenty five point two) require feet, more or less, comprised in R.S. Dag No.147, recorded in R.S. Khatian No.323, Monza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas And (2) the Second Property, i.e. land measuring 9.58 (nine point five eight) decimal, equivalent to 5 (five) ratio 12 (twelve) 46 chittack and 31 (thirty one) square feet, more or less, being a divided and demarcated portion of land measuring 24.5 (twenty four point five) decimal, equivalent to 14 c (fourteen) cottait 13 (thirteen) chittack and 7.2 (seven point two) square feet, more or less, comprised in R.S. Dag No.148, recorded in R.S. Khahan No.323, Mouza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Pargarias And (3) the Third Property, i.e. land measuring 1.34 (one

point three four) decimal, equivalent to 12 (twelve) chittack and 44 (forty four) square []? feet, more or less, being a divided and demarcated portion of land measuring 1.5 (one Avida Dey banda sas Romala Day Romala sas Romala Day Rotter Ameration Spitos Kornita Das

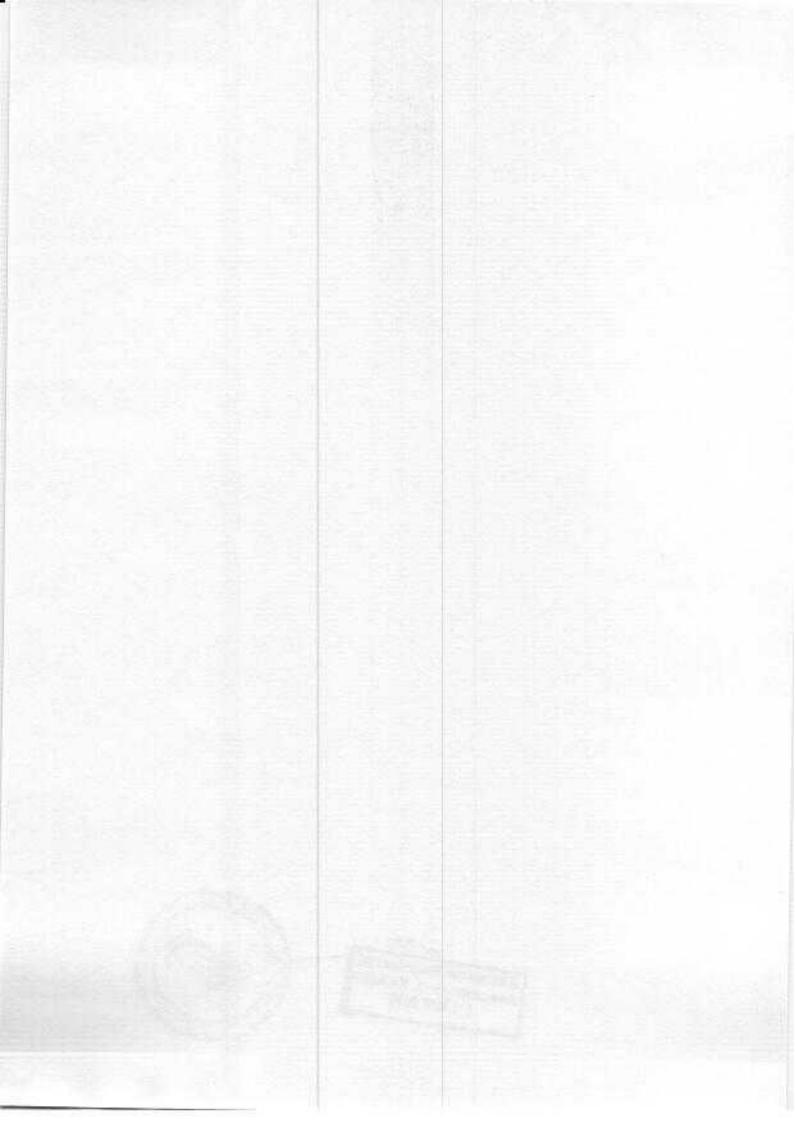
point five) decimal, equivalent to 14 (fourteen) chitiack and 24 (twenty four) square feet, more or less, comprised in R.S. Day No.149, recorded in R.S. Khatian No.323, Mouza Saryadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration. District Behala, District South 24 Parganas And (4) the Fourth Property, i.e. land measuring 4.5 (four point five) decimal, equivalent to 2 (two) cottab 11 (eleven) chettack and 25.2 (twenty five point two) square feet, more or less, comprised in R.S. Dig No.153, recorded in R.S. Wattan No.308, Mouze Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas, aggregating to land measuring 47.07 (forty seven point zero seven) decimal, equivalent to 1 (one) highs 8 (eight) cottab 7 (seven) chittack and 29 (twenty nine) square feet, more or less, together with 5 (five) separate R.T. shed dwelling units and structures thereon, collectively measuring 2851.293 (two thousand eight hundred fifty one point two nine three) square feet, more or less, a portion of which is situate, lying at and being Municipal Premises Nos.204 and 230, Raja Ram Mohan Roy Road, Kolkana-700008, within Ward No. 122 of KMC, delineated on the Plan annexed bereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Property, all morefully and collectively 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.1,53,00,000/- (Rupers one crore and fifty three lac) (Consideration) which has been paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration bereunder written, collectively admit and acknowledge.
- 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.
- Free from Encumbrances: free from all encumbrances of any and every mature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, his pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- Together with All Other Appurtenances: together with all other rights the Vendors have 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:

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.

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- 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.
- Delivery of Possession: Thus, vacant, peaceful and physical possession of the Said 8.3 Property has been handed over by the Vendors to the Purchasers.
- Outgoings: All revenue, cess, municipal taxes (whether for current period or acrears or 8.4 accruing on account of pending general revaluations), surcharges, other property taxes, impositions, dues of CESC Ltd., outgoings and levies of any nature whatsoever 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/reimbursed and discharged by the Vendors on demand by the concerned authority/agency, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- **B.5** Holding Possession: The Vendors hereby covenant that the Purchasers shall and may, from time to time and at all times bereafter, peacefully and quietly enter into, hold, poxess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, ciaim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- R-6 No Objection to Mutation: The Vendors declare that the Purchasers are fully entified to mutate the Purchasers' names in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions (accruing for the period after the date of this Conveyance) in the Purchasers' own names. In this regard, the Vendors hereby authorize and empower the Purchasers to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendors. Notwithstanding such empowerment and authority, the Vendors undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Property in the names of the Purchasers and in this regard shall sign all documents and papers as be required by the Purchasers.
- Power of Rectification: The Vendors hereby nominate, constitute and appoint 8.7 Yogesh Chandra Agrawalla, son of Naresh Chandra Agrawalla, of 74, Lenin Sarani, Kolksta-700013 (Attorney) as their true and lawful attorney to do all acts, deeds and things as may be necessary to rectify this Deed of Conveyance in any manner whatsoever so far as such rectification relates to description of the Said Property given in the Schedule below and such authority to the Attorney shall include but not be limited to the power and authority to (I) sign deeds of rectification and (2) to present and have registered such deeds of rectification and the Vendors hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things done by the Attorney is pursuance of the aforesaid powers and authorities.
- Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or the Purchasers' soccessors-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 Purchasers and/or the Purchasers' successors-in-interest to the Said Property.



## Schedule (Said Property)

(1) Land measuring 31-65 (thirty one point six five) decimal, equivalent to 19 (nineteen) count 2 (two) chittack and 17.5 (seventeen point five) square feet, more or less, being a divided and demarcated portion of land measuring 42 (forty two) decimal, equivalent to I (one) bight 5 (five) cottah 6 (six) chittach and 25.2 (twenty five point two) square feet, more or less, comprised in R.S. Dag No.147, recorded in R.S. Khatian No.323, Mouza Saiyadpur, I.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas And (2) land measuring 9.58 (nine point five eight) decimal, equivalent to 5 (five) cottab 12 (twelve) chittack and 31 (thirty one) square feet, more or less, being a divided and demarcated portion of land measuring 24.5 (twenty four point five) decimal, equivalent to 14 (fourteen) cottak 13 (thirteen) chilliack and 7.2 (seven point two) square feet, more or less, comprised in R.S. Day No.148, recorded in R.S. Ahman No.323, Mouza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas And (3) land measuring 1.34 (one point three four) decimal, equivalent to 12 (twelve) chillink and 44 (forty four) square feet, more or less, being a divided and demarcated portion of land measuring 1.5 (one point five) decimal, equivalent to 14 (fourteen) chittack and 24 (twenty four) square feet, more or less, comprised in R.S. Dog No.149, recorded in R.S. Khatian No.323, Monge Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas And (4) land measuring 4.5 (four point five) decimal, equivalent to 2 (two) ostati 11 (eleven) obitack and 25.2 (twenty five point two) square feet, more or less, comprised in R.S. Dag No.153, recorded in R.S. Khahan No.308, Mouza Saiyadpur, J.L. No.12, Police Station Thakurpukur (formerly Behala), Sub-Registration District Behala, District South 24 Parganas, aggregating to land measuring 47.07 (forty seven point zero seven) decimal, equivalent to 1 (one) bight 8 (eight) count 7 (seven) chittack and 29 (aventy nine) square feet, more or less, together with 5 (five) separate R.T. shed dwelling units and structures thereon, collectively measuring 2851.293 (two thousand eight hundred fifty one point two nine three) square feet, more or less, a portion of which is situate, lying at and being Municipal Premises Nos,204 and 230, Rain Ram-Mohan Roy Road, Kolkata-700008, within Ward No.122 of KMC, delineated on the Plan annexed hereto and bordered in colour Red thereon and being butted and bounded as follows:

On the North	*	By Raja Ram Mohan Roy Road (East)	
On the East	1	By Premises No.82/2, Raja Ram Mohan Roy Road (East) and by portions of R.S. Dig Nos.153, 147 and 149	
On the South	1	By portion of R.S. Dig No.148	
On the West	1	By Premises No.82/1, Raja Ram Mohan Roy Road (East) and by portions of R.S. Day Nov.147 and 148	

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Property.

9. Execution and Delivery

145 4

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

Afil Kumar Samanta)

Assert Kumore Sermont

Sefali Samonto
(Sefali Samanta)

(Subrata Samanta)

(Soumitra Samanta)

Kamala Das)

(Bimala Das)

Anila Dey; (Anila Dey)

Pramile Das

(Rathindra Nath Kar)

Samir Kumer Kar

Mallika Kar,

Arizithan (Arijie Kar)

Anibia Kan (Aritra Kar)

Shrabani Kar (Shrabani Kar) Ambarish Kar)

Lati Ka Sunata.

As candituted Attorney of Hahan dal Bera alias Hohan dal Adlir Kumar Bera Kamala das

(Latika Samanta)

(Kamala Das as Constituted Attorney of Mohan Lal Bera alias Mohan Lal Adhir Kumar Bera)

-Mila Das.

(Mita Das)

Gita Juns . (Gita Jana)

[Vendors]

Losenia and Maria Harach Minadal

(Well Plan Corporate Management Private Limited)

ADYA KUTIR PVT. LID Yogach Church from the **Birenter** 

(Adya Kutir Private Limited)

Three HA mountries Put, Lod.

Parran kum Agonus Authorised Signatory

(Three Ha Industries Private Limited)

FOR ADYA PLAZA POR TO Your chant framely Director

(Adya Plaza Private Limited)

[Purchasers]

Witnesses:

Signature Dishudonate

Name BISHNU SAMANTA

Father's Name Soum EN Samung, Father's Name Lote T. L. Das

Address 31 Paser Pati Bhalta-Chargen Road Kd-91

Signature Karnal Bol.

Name KAMAL DAS

Address 2M Josephour Ponk

Kelkara - 700065

Broofted by ne Sumerbaban High Court, Orleans

## Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.1,53,00,000/.

(Rupees one crore and fifty three lac) towards full and final payment of the Conoderation for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Demand Draft No.126253	06.06.2010	Indian Bank, Samt Bose Road Branch, Kolksta	3,50,000/-	Ajit Kumar Samanta
Demand Draft No.669399	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	4,00,000/-	Ajit Kumar Samanta
Pay Order No.411532	65.05.2019	Allahabad Bank, Bow Bazar Street Branch, Kolkata	4,00,000/-	Ajit Kuma Samanta
Demand Draft No.143522	29.04.2010	Corporation Bank, Kolkata	3,50,000/-	Ajit Kumai Samanta
Demand Draft No.126268	06.06,2010	Indian Bank, Sarat Bose Road Branch, Kolkata	2,00,000/-	Arun Kuma Samanta
Demand Draft No.669415	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	2,00,000/+	Arun Koma Samanta
Pay Order No.4)1540	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	2,00,000/-	Arun Kuma Samanta
Demand Draft No.143539	29.04.2010	Corporation Bank, Kolkata	2,00,000/+	Arun Kuma Saroansa
Demand Draft No.126255	06.06,2010	Indian Bank, Sarat Bose Road Branch, Kolkata	62,500/-	Sefali Samanta
Demand Draft No.669401	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	62,500/-	Sefali Samantu
Pay Order No.411535	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	62,500/-	Sefali Samanta
Demand Deaft No.143524	29.04.2010	Corporation Bank, Kolkata	62,500/-	Sefali Samanu
Demand Draft No.126256	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	1,87,500/-	Subrata Samanta
Demand Draft No.669402	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	1,87,300/-	Satuanta Satuanta
Pay Order No.411530	05.85,2016	Allahabad Bank, Bow Bazar Street Beanch, Kolkata	1,87,500/-	Sularata Samanta
Demand Draft No.143525	29.04.2010	Corporation Bank, Kolkata	1,87,500/-	Subrata Sumanta
Demand Draft No.126257	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	1,25,000/-	Soumitra Samanta
Demand Draft No.669103	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolksta	1,25,000/-	Soumitra Samanta
Pay Order No.411541	05.05.2010	Allahahad Bank, Bow Bazar Street Branch, Kolkata	1.25,000/-	Soumitra Samanta
Demand Draft No.143526	29.04.2010	Corporation Bank, Kolkata	1,25,000/-	Soumitra Samanta
Demand Draft No.126254	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	4,00,000/-	Kamala Das
Demand Draft No.669400	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkasa	3,50,000/+	Kamala Das
Pay Order No.411531	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkota	, +3,50,000/-	Kamala Das

Demand Draft No.143523	29.04.2010	Corporation Bank, Kolkata	4,00,000/-	Kamala Das
Demand Draft No.126258	06:06:2010	Indian Bank, Sarat Bose Road Branch, Kolkata	10,00,000/-	Bimala Das
Demand Draft No.669404	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	10,00,000/-	Birmala Das
Pay Order No.411529	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	10,00,000/-	Birnala Das
Demand Draft No.143527	29.04.2010	Corporation Bank, Kolkata	5,00,000/-	Bimala Das
Demand Draft No.143528	29.04.2010	Corporation Bank, Kolkata	5,00,000/-	Binnala Das
Demund Draft No.126259	06.06.2010	Indian Bank, Samt Bose Road Branch, Keikata	3,50,000/-	Anila Dey
Demand Draft No.669465	28.04,2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	4,00,000/-	Anila Dey
Pay Order No.411533	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	4.00,000/-	Anila Dey
Demand Draft No.143529	29.04.2010	Corporation Bank, Kolkata	3,50,000/-	Anila Dey
Demand Draft No.126260	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	4,00,000/-	Pramila Das
Demand Draft No.669406	28.04.2010	Syndicate Bank, Rash Behazi Aventie Branch, Kolkata	5.56,000/-	Pramila Das
Pay Order No.411534	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	3,50,000/-	Pramila Das
Demand Draft No.143530	29.04.2010	Corporation Bank, Kolkata	4,00,000/-	Pramila Das
Demand Draft No.126264	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	75,000/~	Rathindra Nath Kar
Demand Draft No.669411	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	75,000/-	Rathindra Nath Kar
Pay Order No.411539	05.05,2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	75,000/-	Rathindra Nath Kar
Demand Draft No.143535	29.04.2010	Corporation Bank, Kolkata	75,000/-	Rathindra Nath Kar
Demand Draft No.126265	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	75,000/-	Samir Kuma Kar
Demand Draft No.669412	28.04.2010	Syndicate Bank, Rosh Behari Avenue Branch, Kolkata	75,000/-	Samir Kuma Kar
Pay Order No.411526	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	75,000/-	Samir Kuma Kar
Demand Draft No.143536	29.04.2010	Corporation Bank, Kolkata	75,0007-	Samir Kuma Kar
Demand Draft No.126266	06.06,2010	Indian Bunk, Sarat Bose Road Branch, Kolkata	75,0007-	Mallika Kar
Demand Draft No.669413	28.04,2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	75,000/-	Mallika Kar
Pay Order No.411527 Demand Draft	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	75,000/-	Mallika Kar
No.143537	29.04.2010	Corporation Bank, Kolkata	75,000/-	Mallika Kar
Demand Deaft No.126267 Demand Deaft	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	75,000/-	Shrabani Kar
No.669414	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	75,000/-	Shrabani Kar
Pay Order No.411528 -	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	75,000/-	Shrabani Kar

No.143538 Demand Draft	06.06.2010	Indian Bank, Sarat Bose Road	75,000/-	Latika Samanta
No.126263		Branch, Kolkata		
Demand Draft No.669410	28.64.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkata	75,000/-	Latika Samanta
Pay Order No.411538	65.05.2010	Allahabad Bank, Bow Bazar Steeet Branch, Kolkata	75,000/-	Latika Samanta
Demand Draft No.143534	29.04.2010	Corporation Bank, Kolkata	75,000/+	Latika Samanta
Demand Draft No.126252	06.06.2010	Indian Bank, Sarat Buse Road Branch, Kolkara	1,25,000/-	Mohan Lai Adhir Kumar Bera
Demand Draft No.669407	28.04.2010	Syndicate Bank, Rash Behari Avenue Beanch, Kofkata	1,25,060/-	Mohan Lai Adhir Kumar Bera
Pay Order No.853117	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	1,25,000/-	Moban La Adhir Kuma: Bera
Demand Draft No.211923	04.05.2010	Corporation Bank, Kolkata	1,25,000/-	Mohan La Adhir Kunsu Bera
Demand Draft No.126261	06.06.2010	Indian Bank, Sarut Bose Road Branch, Kolkata	1,25,000/-	Mits Das
Demand Draft No.669408	28.04.2010	Syndicate Bank, Rash Behari Avenue Branch, Kolkara	1,25,000/-	Mita Das
Pay Order No.411536	05.05.2010	Allahabad Bank, Bow Bazar Street Branch, Kolkata	1,25,000/-	Mita Dos
Demand Draft No.143532	29.04.2010	Gorporation Bank, Kolkata	1,25,000/-	Mita Das
Demand Draft No.126262	06.06.2010	Indian Bank, Sarat Bose Road Branch, Kolkata	1,25,000/-	Gita Jana
Demand Draft No.669409	28.04.2010	Symficate Bank, Rash Behan Avenue Branch, Kolkata	1,25,000/-	Gita Jana
Pay Order No.411537	05.05.2010	Allahabad Bank, Bow Bazur Street Branch, Kolkata	1,25,000/-	Gita Jana
Demand Draft No.143533	29.04.2016	Corporation Bank, Kolkata	1,25,000/-	Gita Jana
		Totali	1,53,00,000/-	Marie To

Ajit Kuman Samanta

Arun Kumar Samanta)

Scholi Samanta

(Subrata Samanta)

Osunto Donato

(Kamala Das)

Bimala Das

Anila Dey.

Pramile & AB (Pramila Das)

(Rathindra Nath Kar)

Samir Kumer Ker (Samir Kumar Kar)

Mallika Kan. (Mallika Kar)

Arijit Have (Arijit Kar)

Aprilia Kon.
(Aritra Kar)