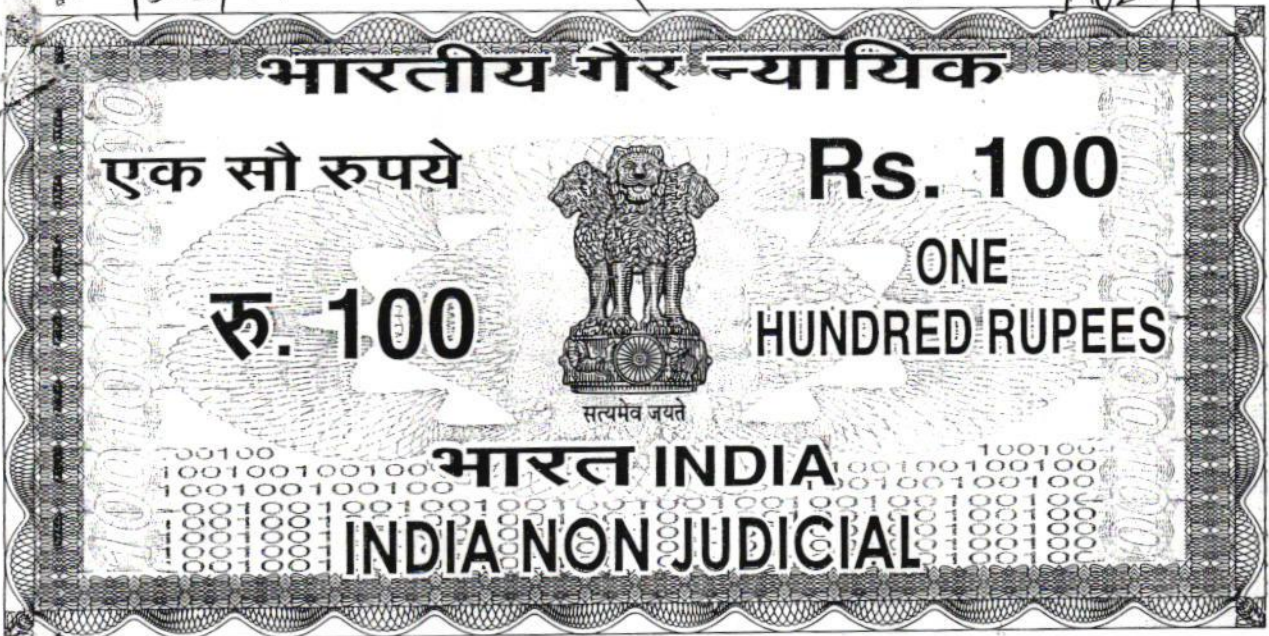


103944

P.R

24/5/09 no-1115/09
202297



5-25
 West Bengal
 MV
 57157220
 RD
 19009261
 1115109
 24/5/08
 100
 2100/02

Stamp No. 331824
 Improvement Act 1911
 Stamp duty paid under the Indian Stamp Act, 1898 of Amended in 1954
 Additional duty paid under the Calcutta Improvement Act-1911

Sub-Registrar - III
 Alipuri South 24 Parganas
 29/5/09

THIS DEED OF CONVEYANCE made on This 26th Day of May Two Thousand Eight BETWEEN SMT. MAYA DAS wife of Late Ajit Das, residing at 26, College Street, Kolkata -700073, hereinafter called the VENDOR (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include heirs, executors, legal representatives, administrators and/or assigns) of the ONE PART.

327/08
 316/03 500k determination
 B.D. No. 144945 + 20
 B.D. No. 572033 + 20
 Regn. Fees Rs. 18284/-
 29/5/09

J. S. D. No. 2100000/-
 Ride D.D. No. 149610
 dt. 27-5-08

Sub-Registrar - III
 Alipuri South 24 Parganas
 27-5-08

Sub-Registrar - III
 Alipuri South 24 Parganas
 29/5/09

M/S MERLIN PROJECTS LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 79, Shambhu Nath Pandit Street, Kolkata 700020, represented by its Director Mr. Satyen Sanghvi S/o. Ashok G. Sanghvi, hereinafter called the PURCHASER (which expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the OTHER PART.

WHEREAS:

A) One Debendra Nath Laha and Jatindra Nath Laha were the joint owners in respect of several properties including property having an area of 3 Bighas, 12 Cottahs, 14 Chittaks and 23 Sq.ft. a revenue redeemed land with Pucca structure situated therein being the demarcated western portion of municipal Premises No. 9, Bechulal Road, P.S. Entally, Kolkata - 700014.

B) By a registered Deed of Partition dated 2nd September, 1938 made between Sri Debendra Nath Laha and Jatindra Nath Laha which was registered before the Registrar of Assurance at Calcutta in Book No. I, Volume No.110, Pages 101 to 116, Being No.3503 for the year 1938, the demarcated western portion of premises No. 9, Bechulal Road, Kolkata -700014, having an area of 3 Bighas, 12 Cottahs, 14 Chittaks and 23 Sq.ft. (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" was allocated to the predecessor in interest of the present Vendors namely Debendra Nath Laha and the remaining demarcated eastern portion of 9, Bechulal Road, Kolkata - 700014 having an area of 3 Bighas, 12 Cottahs, 14 Chittaks 23 Sq.ft. was allocated to Jatindra Nath Laha, accordingly, the said Premises No. 9, Bechulal Road, Kolkata- 700 014 has been renumbered as Premises No.9A, Bechulal Road, P.S. Entally, Kolkata- 700 014 in the record of the Kolkata Municipal Corporation.

C) Said Debendra Nath Laha while seized and possessed of the said property died intestate on 3rd January, 1950 without leaving any son but only surviving his widow Hemlata Dasi as his sole widow and only heir and legal representative under the then School of Hindu Law and two daughters namely Susomoyee Das and Manorama Das, accordingly, after the demise of said Debendra Nath Laha, his widow said Hemlata Dasi became the sole owner in respect of municipal premises No.9A, Bechulal Road, P.S Entally, Kolkata - 700014 falling under Kolkata Municipal Corporation, Ward No. 56, Borough No. 7, as a Hindu widow estate as per the then prevailing law.

D) Said Hemlata Dasi during her lifetime, as Settlor, executed a Deed of Family Settlement on 10th May, 1972 which was registered before the Registrar of Assurance at Calcutta in Book. I, Volume No.105, Pages 40 to 47, Being No 2347 for the year 1972 whereby she, as Settlor, bequeathed and/or transferred the said property in favour of the Trust created by her, wherein said Hemlata Dasi was the first Trustee for the benefit of the beneficiary namely Ajit Kumar Das being the eldest son of her eldest daughter Susomoyee Das and Smt. Maya Das wife of Late Ajit Kumar Das being the present Vendor herein.

E) As per the said Deed of Settlement, it has been specifically provided that the said Hemlata Dasi shall continue to be the Trustee in respect of the said Trust Estate during her lifetime and on her demise the said Trust would come to an end and/or the aforesaid property shall vest to the beneficiaries namely Ajit Kumar Das and Maya Das in equal share.

F) Said Hemlata Dasi died sometime in the year 1975 and accordingly on her demise the aforesaid Trust came to end and the said property vests with said Ajit Kumar Das and Maya Das in equal share, free of Trust.

- G) While seized and possessed of the said property jointly, said Ajit Kumar Das died intestate leaving behind him his widow, being the present Vendor herein and two daughters, namely Smt. Subhra Modak and Smt. Sipra Rakshit, as his legal heirs and representatives and accordingly, the aforesaid undivided half share of said Ajit Kumar Das devolved upon the said legal heirs i.e. to say each of the legal heir inherited undivided 1/6th share of the aforesaid property.
- H) The present Vendor, accordingly, thus became the absolute Owner in respect of 2/3rd share in the aforesaid property i.e. to say undivided half (1/2) share + 1/6th share.
- I) The aforesaid property is completely in tenanted condition and the Vendor is not in possession of any portion in the aforesaid property and wishes to sell the property on as is where is basis.
- J) The purchaser being interested to purchase the aforesaid property, the Vendor agreed to sell and the purchaser agreed to purchase the undivided 2/3rd share in respect of Premises No. 9A, Bechulal Road, P.S. Entally , Kolkatta -700014, falling under Kolkata Municipal Corporation, Ward No.56, Borough No.7, for a consideration of Rs.3,00,00,000/- (Rupees Three Crores Only) free from encumbrances, charges, liens, attachments, lispentence, whatsoever, subject to the existing tenancies of the tenants therein.
- K) Pursuance to the said arrangement, the parties hereto have entered into an Agreement dated 22nd January'2008 whereby the Vendor agreed to sell her undivided 2/3rd share in respect of the aforesaid property being Premises No 9A, Bechulal Road, P.S. Entally, Kolkata -700014, falling under Kolkata Municipal Corporation, Ward No.56, Borough No.7, for a total consideration of Rs.3,00,00,000/- (Rupees Three Crores only) and received the earnest money of Rs.11,00,000/- (Rupees Eleven Lacs Only).

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of Rs.2,25,00,000/- (Rupees Two Crores Twenty Five Lacs Only) paid by purchaser to the Vendor at before execution of these presents and a sum of Rs. 75,00,000/- (Rupees Seventy Five Lacs Only) by way of adjustment against the advance of three flats (three Bed Rooms flats) in the building proposed to be constructed by the purchaser, totaling Rs.3,00,00,000/- (Rupees Three Crores Only) which the Vendor doth hereby acknowledge to have received as per Memo given below and of and from the same and every part thereof the Vendor doth hereby grant, convey, transfer, assign, assure, release and discharge unto and to the use of the said Purchaser free from all encumbrances, charges, liens, attachments, lispendents, whatsoever, subject to the existing tenancies of the tenants therein ALL THAT undivided 2/3rd share in respect of Premises No.9A, Bechulal Road, P.S. Entally, Kolkata - 700 014, falling under Kolkata Municipal Corporation, Ward No.56, Borough No.7 measuring about 48.60 Cottahs equivalent to 2 Bighas 8 Cottahs 9 Chittaks 31 Sq.ft. out of 3 Bighas, 12 Cottahs, 14 Chittaks and 23 Sq.ft. together with one storied brick built structure, one storied brick built structure, 4 nos. Stores/Godowns, Staffs' quarters, Security Rooms, R.T. Sheds, Office area etc. situated thereon together with all other right of easement and/or appurtenances attached thereto (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" TOGETHER WITH all other easement right including the right of ingress and egress TOGETHER WITH all other easement and/or facilities and/or amenities attached thereto free from all encumbrances, charges, liens, attachments, whatsoever, TOGETHER WITH the compound, outhouse, garden and appurtenances belonging thereto TOGETHER WITH all trees, fences, hedges, ditches, ways, waters, watercourses, lights, liberties, privileges, easements and appurtenances, whatsoever, to the said property belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or appurtenant thereto AND ALSO the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof with ALL DEEDS documents writings vouchers or other evidence of title relating to the said property or any part thereof and all estate right title and interest use inheritance property possession benefits claims and demand whatsoever both at law and in equity of the Vendor unto or upon or any part thereof of the said property TO HAVE AND TO HOLD the undivided 2/3rd share of said property as fully described in the Schedule hereinafter written

transferred, assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenances and rights as aforesaid unto the purchaser, and other rights muniments and appurtenances unto and to the use and benefits of the purchaser free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and forever, subject to the existing tenancies of the tenants therein AND THAT notwithstanding any act deed matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by from or through under or in trust for them made done commit or committed or intentionally suffered to the contrary she, the Vendor, now is lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said undivided 2/3rd share of the said property being Premises No. 9A, Bechulal Road, P.S. Entally, Kolkata - 700 014 falling under Kolkata Municipal Corporation, Ward No.56, Borough No.7 together with all other right of easement and/or appurtenances attached thereto (more fully described in the schedule hereunder written) hereinafter referred to as the "said property" hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever aforesaid the Vendor now has in herself good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure the undivided 2/3rd share in the said property hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and for the use of the purchaser absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments, whatsoever, hereby conveyed and assured and intended so to be unto and to the use of the purchaser, its successor or successors in office and/or assigns AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or her predecessor in interest and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manner or forms and other estate, right title interest lien charges and encumbrances whatsoever and further more that the Vendor and all her heirs, executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the purchaser and its successor or successors in office and/or assigns against any losses damages costs charges, expenses if suffered by reason

of any defect in title of the Vendor or any breach of the covenant hereunder contained AND FURTHER that the Vendor or any person or persons having lawfully or equitably claiming any estate or interest whatsoever, in the said property or part thereof from under or in trust for the Vendor or from or under or any of her ancestors in interest and at the request and the cost of the purchaser, its successor or successors in office and/or assigns from time to time shall do and execute or cause to be done and executed such acts, deeds, things and matters whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser, successor or successors in office and/or assign according to the true intents and meaning of this deed as shall or may be reasonably required AND FURTHER the Vendor represented to the purchaser that save and except themselves no other persons acquired any right title or interest in respect of the aforesaid property or any part thereof and accordingly, Vendor shall all time keep indemnified the purchaser against any loss or damages if suffered by such claim of any third party or parties in respect of the aforesaid property.

SCHEDULE AS REFERRED TO ABOVE

ALL THAT undivided 2/3rd share of 3 Bighas, 12 Cottahs, 14 Chittaks and 23 Sq.ft. i.e. 48.60 Cottahs equivalent to 2 Bighas 8 Cottahs 9 Chittaks 31 Sq.ft. together with one storied brick built structure, 4 nos. Stores/Godowns, Staffs' quarters, Security Rooms, R.T. Sheds, Office area etc. situated thereon being Premises No. 9A, Bechulal Road, P.S. Entally, Kolkata - 700 014 falling under Kolkata Municipal Corporation, Ward No.56, Borough No.7 together with all other right of easements and/or appurtenances attached thereto and butted and bounded as follows:

ON THE NORTH : By premises Nos. 11,12A and part of Premises

No. 10C, Hazra Bagan Lane

ON THE SOUTH : By Bechulal Road.

ON THE EAST : By 9B, Bechulal Road

ON THE WEST : By Railway line and line of Eastern Railway.

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

SIGNED AND DELEVERED
BY THE VENDOR AT KOLKATA
IN PRESENCE OF :

1. Shaktisadhan Singh.
S/o Late Tej Narayan Singh.
104, Ramchandra complex
Behind A.N. college
Shio Puri, Patna (Bihar)
2. Anuruddha Pradhan
S/o Late Bimoy Ranjan Pradhan
4/3K/224, Sarsuna Satellite
Township, Kolkata - 61.

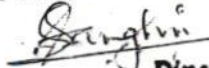
Maya Das

(VENDOR)

SIGNED AND DELEVERED
BY THE PURCHASER AT KOLKATA
IN PRESENCE OF :

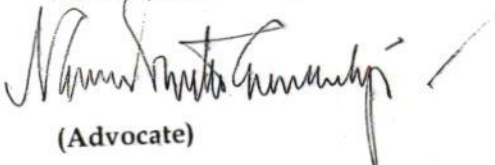
1. Jayati Pradhan
B/o Rabinendra Nath Madak
4/3K/224 Sarsuna Satellite
Township, Kolkata - 61
2. Raj Kumar Dey
S/o Dilip Kumar Dey
Anandinda Nagen Complex
Rahara, Khandaker
Kolkata - 700118.

MERLIN PROJECTS LIMITED


Director
(SATYEN SANGHVI)

(PURCHASER)

DEED DRAFTED BY:


(Advocate)

MEMO OF CONSIDERATION

Received from the above named Purchaser a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) as and by way of full consideration money as per the memo given below:

- | | |
|--|----------------|
| a) By account payee Cheque No.124774 dated 22/05/2008 drawn on State Bank of India, Alipore Branch, drawn in favour of MAYA DAS, as per instruction of the Vendor. | Rs.75,00,000/- |
| b) By account payee Cheque No.124775 dated 22/05/2008 drawn on State Bank of India, Alipore Branch, drawn in favour of MAYA DAS, as per instruction of the Vendor. | Rs.89,00,000/- |
| c) By account payee Cheque No.080764 dated 22/05/2008 drawn on Indian Overseas Bank, Bhowanipore Branch, drawn in favour of MAYA DAS, as per instruction of the Vendor. | Rs.50,00,000/- |
| d) Received by way of adjustment against Advance/Earnest money for 3 (Three) flats to be constructed in the proposed building/building complex as per the Schedule property. | Rs.75,00,000/- |
| e) Received as Advance/Earnest money vide Cheque No.802143 dated 19/01/2008 drawn on Indian Overseas Bank, Bhowanipore Branch, against the consideration money | Rs.11,00,000/- |

TOTAL :

Rs.3,00,00,000/-

(RUPEES THREE CRORES ONLY)

Witness:

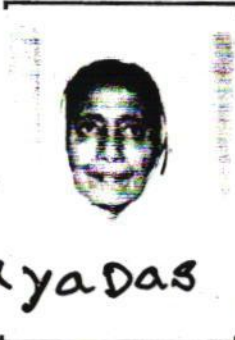










1. Shatnghan Singh.
2. Aniruddha Pradhan

Maya Das
(VENDOR)

		Thumb	1st finger	mid fingure	ring finger	small finger
PHOTO	left hand					
	right hand					












Name:

Signature:

		Thumb	1st finger	mid fingure	ring finger	small finger
 Name: Maya Das	left hand					
	right hand					

Name:

Signature: *Maya Das*

		Thumb	1st finger	mid fingure	ring finger	small finger
 Name: SATYEN SANGHVI	left hand					
	right hand					

Name: **SATYEN SANGHVI**

Signature: *Sanghvi*

		Thumb	1st finger	mid fingure	ring finger	small finger
PHOTO	left hand					
	right hand					

Name:

Signature:

... 1115/09

Government Of West Bengal
Office of the D.S.R.-III SOUTH 24-PARGANAS
ALIPORE
Endorsement For deed Number :I-02297 of :2009
(Serial No. 03944, 2008)

26/05/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 17.25 hrs on :26/05/2008, at the Private residence by Satyen Sanghvi, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 26/05/2008 by

1. Smt Maya Das, wife of Late Ajit Das, 26 College Street Kol 73, Thana., Pin 700073, By caste Hindu, by Profession : House wife

2. Sri Satyen Sanghvi, Director, M/s Merlin Projects Limited, 79, Sambhu Nath Pandit Road, Kol 20, profession : Business

Identified By Sri S Singh, son of Late T N Singh 104 Ramchandra Complex Shiopuri Bihar Thana:., by caste Hindu, By Profession : Business.

Name of the Registering officer : Kalobaran Parai
Designation : DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 27/05/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 329989/- , E = 14/- , H = 28/- , M(b) = 4/- on:27/05/2008

Deficit stamp duty

Deficit stamp duty Rs 2100000/- is paid, by the draft number 149610, Draft Date 27/05/2008 Bank Name STATE BANK OF INDIA, Commercial Br Alipur, received on :27/05/2008.

Name of the Registering officer : Kalobaran Parai
Designation : DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 03/04/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 31643500/-

Kalobaran Parai
District Sub-Registrar - III
Alipur, South 24 Parganas

[Kalobaran Parai]
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS

OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS

Govt. of West Bengal

Government Of West Bengal
Office of the D.S.R.-III SOUTH 24-PARGANAS
ALIPORE
Endorsement For deed Number :I-02297 of :2009
(Serial No. 03944, 2008)

Certified that the required stamp duty of this document is Rs 2215065 /- and the Stamp duty paid as: Impresive Rs- 100

Name of the Registering officer : **Kalobaran Parai**
Designation : **DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**

On 29/04/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4 of Indian Stamp Act 1899.

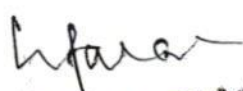
Deficit stamp duty

Deficit stamp duty 1.Rs 114945/- is paid, by the draft number 573303, Draft Date 27/04/2009 Bank Name State Bank Of India, Commercial Br. Kol, received on :29/04/2009. 2.Rs 20/- is paid, by the draft number 018822, Draft Date 29/04/2009 Bank Name State Bank Of India, Alipore. Kol, received on :29/04/2009.

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 18084/- on: 29/04/2009.

Name of the Registering officer : **Kalobaran Parai**
Designation : **DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**


Sub. Registrar - III
District South 24 Parganas
30 APR 2009

[Kalobaran Parai]
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS
OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS
Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 3213 to 3226
being No 02297 for the year 2009.

Kalobaran Parai
District Sub-Registrar - III
South 24 Parganas



4 MAY 2009

(Kalobaran Parai) 04-May-2009
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

=====

DATED 26TH DAY OF MAY' 2008

=====

BETWEEN

MAYA DAS

.....VENDOR

AND

M/S. MERLIN PROJECTS LIMITED

.....PURCHASER

Reg: Property Sale of Premises No.9A,
Bechulal Road, P.S. Entally,
Kolkata- 700 014.

N.N. CHAKRABORTY
ADVOCATE
84/1, BELTALA ROAD
KOLKATA- 700 026