



s. 100 HUNDRED RUPEES

## आरत INDIA INDIA NON JUDICIAL

পশ্চিমকঙ্গ पश्चिम बंगाल WEST BENGAL

H 828185

20.26pa// Cartified that the document is admitted to

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this & Doc day of December, Two Thousand and Ten B E T W E E N PEERLESS DEVELOPERS LIMITED, a Limited Company registered under Registration No. C.I.N.U. 70109-WB-1987, PTC 042819 having its registered office at Premises No. 13A, Dacres Lane, Post Office -Esplanade, Police Station - Hare Street, Kolkata - 700 073, being represented by its Deputy General Manager SRI DEBASHISH DUTTA,

son of Late Narendra Kumar Dutta, by faith - Hindu, by nationality - Indian, by occupation - Service, hereinafter called and referred to as the "VENDOR" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the ONE PART.

#### AND

INSTITUTE OF INTERNATIONAL TRADE, a registered Charitable Trust having its registered office at Premises No. 6, Waterloo Street, 5th floor, Room No. 504, Police Station- Hare Street Kolkata -700 073, being represented by one of its Trustees DR. DHANPATRAM AGARWAL, son of Late Chandu Lal Agarwal, by faith - Hindu, by nationality - Indian, by occupation American registered to as the "PURCHASER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS one Sri Birendra Nath Chakraborty, son of Late Kalidas Chakraborty of Kalikapur, Police Station-Sonarpur, District - 24 Parganas at present South 24 Parganas was the absolute owner of ALL THAT piece or parcel of rayata dakhali swatya bishista sali land lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604 & 1624 appertaining to R.S. Khatian Nos. 827, 946, 242/972 & 975 under the Police Station of Sonarpur in the District of 24 Parganas at present South 24 Parganas alongwith other properties free from all encumbrances whatsoever.

AND WHEREAS Smt. Nihar Bala Chakraborty, wife of said Sri Birendra Nath Chakraborty of Kalikapur, Police Station- Sonarpur, District - 24 Parganas at present South 24 Parganas was the absolute owner of ALL THAT piece or parcel of rayata dakhali swatya bishista sali land lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag No. 1603 appertaining to R.S. Khatian No. 408 under the Police Station of Sonarpur in the District of 24 Parganas at present South 24 Parganas which was purchased by the said Smt. Nihar Bala Chakraborty by virtue of a Deed of Kobala duly registered in the office of the Sub-Registrar at Sonarpur in Book No. I, Volume No. 18, Pages 309 to 314, Being No. 2902 for the year 1984 from Smt. Nihar Bala Ghosh, Smt. Niva Ghosh and Smt. Biva Ghosh free from all encumbrances whatsoever.

AND WHEREAS while remained in absolute possession and enjoyment of the said Plots of land the said Birendra Nath Chakraborty and his wife the said Nihar Bala Chakraborty died intestate leaving behind their surviving four sons namely Sri Amalendu Chakraborty, Sri Bimalendu Chakraborty, Sri Nirmalendu Chakraborty & Sri Shyamalendu Chakraborty and four married daughters namely Smt. Aloka Bhattacharjee, Smt. Kalyani Mukherjee, Smt. Monika Mukherjee & Smt. Dipika Ghosh as their only legal heirs and successors and accordingly upon the demise of said Birendra Nath Chakraborty and Nihar Bala Chakraborty their said legal heirs and successors jointly inherited the said plots of land with the extent to undivided 1/8th share each left by them according to the Hindu Succession Act, 1956.

AND WHEREAS subsequently the said Monika Mukherjee died intestate without any issue leaving behind her surviving brothers and sisters the said Sri Amalendu Chakraborty, Sri Bimalendu Chakraborty, Sri Nirmalendu Chakraborty, Sri Shyamalendu Chakraborty, Smt. Aloka Bhattacharjee, Smt. Kalyani Mukherjee and Smt. Dipika Ghosh as her only legal heirs and accordingly upon the demise of said Monika Mukherjee her said legal heirs and successors jointly inherited the undivided 1/8th share of the said plots of land left by her according to the Hindu Succession Act, 1956.

AND WHEREAS by virtue of inheritance the said Sri Amalendu Chakraborty, Sri Bimalendu Chakraborty, Sri Nirmalendu Chakraborty, Sri Shyamalendu Chakraborty, Smt. Aloka Bhattacharjee, Smt. Kalyani Mukherjee and Smt. Dipika Ghosh jointly inherited ALL THAT piece or parcel of rayata dakhali swatya bishista said sali land containing by estimation a total area of 423(four hundred twenty three) Sataks to the extent to undivided 1/7th share each i.e. 60.42 (sixty point four two) Sataks be the same a little more or less lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 appertaining to R.S. Khatian Nos. 827, 946, 242/972, 975 & 408 under the Police Station of Sonarpur in the District of South 24 Parganas free from all encumbrances whatsoever.

AND WHEREAS while remained in absolute joint possession and enjoyment thereof the said entire land the said Sri Amalendu Chakraborty by virtue of a Deed of Kobala dated 30.05.2008 duly registered in the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 14, Pages 462 to 475, Being 05267 for the year 2008 indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of sali land containing by estimation an area of 60.42 (sixty point four two) Sataks be the same a little more or less being the undivided 1/7th share of the said entire land measuring 423 (four hundred twenty three) Sataks including all easement rights and appurtenances thereto lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 appertaining to R.S. Khatian Nos. 827, 946, 242/972, 975 & 408 under the Police Station of Sonarpur within the limits of Kalikapur 1 No. Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the Vendor herein Peerless Developers Limited free from all encumbrances whatsoever.

AND WHEREAS by virtue of said Deed of Kobala dated 30.05.2008 the Vendor herein Peerless Developers Limited thus became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to <u>ALL THAT</u> piece or parcel of said sali land containing by estimation an area of 60.42 (sixty

point four two) Sataks be the same a little more or less being the undivided 1/7th share of the said entire land measuring 423 (four hundred twenty three) Sataks including all easement rights and appurtenances thereto lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 appertaining to R.S. Khatian Nos. 827, 946, 242/972, 975 & 408 under the Police Station of Sonarpur within the limits of Kalikapur 1 No. Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the 'said Property' free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS while seized and possessed of the said Property the Vendor herein decided and declared its intention to sell the same absolutely and forever free from all encumbrances and on learning about the intention of the Vendor, the Purchaser herein approached the Vendor and expressed its intention and offered to purchase the said Property at or for the consideration of Rs. 15,00,000/- (Rupees Fifteen Lac) only.

AND WHEREAS at or before the execution of this Deed of Conveyance the Vendor doth hereby assure and represent to the Purchaser as follows:

- a) THAT the Vendor has a good marketable title in respect of the said Property particularly mentioned and described in the Schedule hereunder written.
- b) <u>THAT</u> the said Property is free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trust whatsoever or howsoever.
- c) THAT excepting the Vendor and none else has/have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property.
- d) THAT there is no bar or impediment legal or otherwise of the Vendor in selling and transferring of the said Property.
- e) THAT there is no acquisition or requisition proceeding pending nor the Vendor has been served with any notice of acquisition or requisition in respect of said Property.
- THAT no public demand of any kind whatsoever is outstanding against and/or payable by the Vendor in respect of said Property.
- g) THAT there is no other occupiers and/or any bargadars in any manner whatsoever and the said Property is in absolute possession of the Vendor herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the total sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only paid by the Purchaser to the Vendor at or immediately before the execution of these presents, the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo of Consideration given hereunder and of and from the same and every part thereof forever acquit, release and discharge the Purchaser, its successors-in-office and assigns and every one of them and also the said Property, it the Vendor as the absolute Owner doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and in favour of the Purchaser, its successors-in-office and assigns free from all encumbrances, attachments and other defects in title ALL THAT piece or parcel of the said Property containing by estimation an area of 60.42 (sixty point four two) Sataks be the same a little more or less being the undivided 1/7th share of the said entire land measuring 423 (four hundred twenty three) Sataks particularly mentioned and described in the Schedule hereunder written including all easement rights and appurtenances thereto more OR HOWSOEVER otherwise the said Property now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHERWITH the trees, fences, hedges, ditches, ways, waters, watercourses and benefits and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever thereto the said Property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be

appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said Property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said Property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, its successors-in-office and assigns or any person or persons from whom it/he/they can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said Property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the Purchaser, its successors-in-office and assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents AND the Vendor doth hereby for itself, its successors-in-office and assigns covenant with the Purchaser, its successors-in-office and assigns THAT notwithstanding any act, deed or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary it the Vendor had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property hereby granted, sold, conveyed and transferred or expressed or intended so

to be unto and to the use of the Purchaser, its successors-in-office and assigns in the manner aforesaid AND THAT the Purchaser, its successors-in-office and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property and every part thereof with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Property or any part or every part thereof and receive the rents, issues and profits thereof 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 thereof from under or in trust for it AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Property or any part thereof from under or in trust for it the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, its successors-in-office and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said Property and every part thereof unto and to the use of the Purchaser, its successors-in-office and assigns according to the true intent and meaning of these presents as shall

or may be reasonably required <u>AND FURTHERMORE THAT</u> the Vendor and its successors-in-office and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser, its successors-in-office and assigns against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinabove contained.

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of sali land containing by estimation an area of 60.42 (sixty point four two) Sataks be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana- Medanmalla comprised of R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 appertaining to R.S. Khatian Nos. 827, 946, 242/972, 975 & 408 under the Police Station of Sonarpur within the limits of Kalikapur 1 No. Gram Panchayet, Additional District Sub-Registration Office at Sonarpur in the District of South 24 Parganas.

Details of the Land

		Detaile of		
R.S. Dag No.	R.S. Khatian No.	Nature of land	Total Area (in Decimal)	Sold Arca (in Decimal) (undivided 1/7th share)
1602	827	Sali	200	28.57
1605	946	Sali	120	17.14
1622	242/972	Sali	22	3.14
1623	242/972	Sali	25	3.57
1604	975	Sali	11	1.57
1624	975	Sali	11	1.57
1603	408	Sali	34	4.86
		Total	423	60.42
				· · · · · · · · · · · · · · · · · · ·

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

#### SIGNED, SEALED AND DELIVERED

by the Vendor at Kolkata

in the presence of :-

1. chita thý - chopera balg.

(D. DUTTA)

Dy Gen. Mgr. (Acct. & Admn.)

2. Suder Sim Patre, Dy Gen. Mgr. (Acct. & Ad Wall Kor Fritz Signature of the Vendor

#### SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata in the presence of :-

1. Palosh Roy VII+P. O- Kalikarus For Institute of International Trade

Managing Trustees/Trustee

Signature of the Purchaser

#### RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only towards full consideration money under these presents as per Memo below:-

#### MEMO OF CONSIDERATION

(Rupees Fifteen Lac only)

WITNESSES :-

1. Chitto Rym whiterchety.

2. Ajay Lan Suple 13/11 A siff Rock k 1-67

FOR PEERLESS DEVELOPERS LTD.

(D. DUTTA)

Dy. Gen. Mgr. (Acct. & Admn.)

Signature of the Vendor

Drafted by:

Kalipada Charan

Advocate

Bar Association, Sealdah Court Complex, 2nd Floor, Room No. 201, Kolkata – 700 014. Typed & Printed by:

J.B. Aurckerge
(S.K. Bhattacharya)

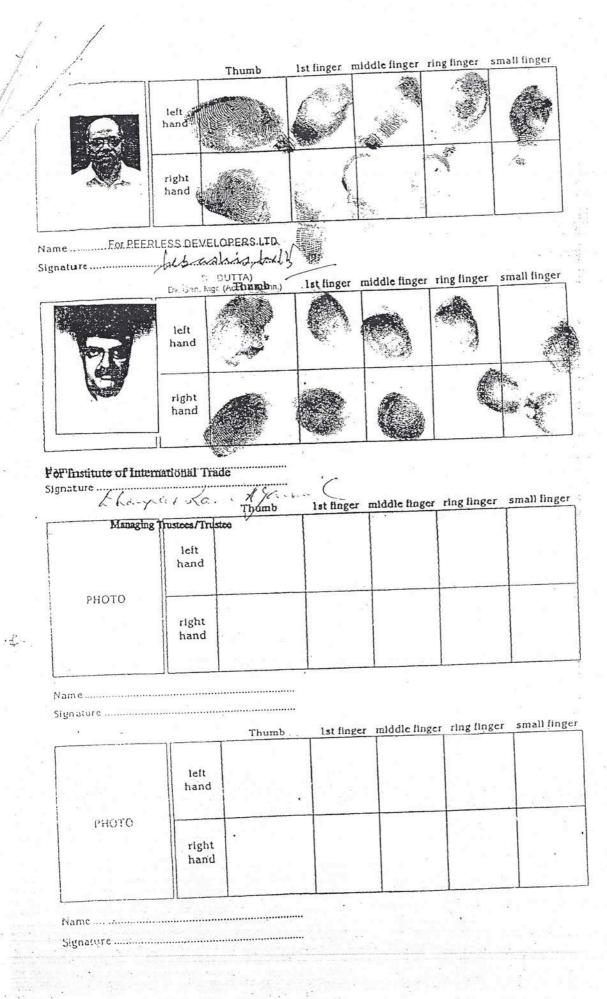
Amity Computer,

Sealdah Sisir Market,

Sector - IV, Stall No. 14,

Kolkata - 700 014.

(Opp. Sealdah Court)



Government of West Bengal

partment of Finance (Revenue), Directorate of Registration and Stamp Revenue

Office of the A. D. S. R. SONARPUR, District- South 24-Parganas

Signature / LTI Sheet of Serial No. 14911 / 2010, Deed No. (Book - I , 13483/2010)

ature of the Presentant

Name of the Presentant	Signature with date		
Debashish Dutta	. 12.		
	beservis bull		
	8   12/10		

II. Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Debashish Dutta Address -13a, Decres Lane, Kolkata, Thana:-Esplanade, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin :-700073	Self		LTI	beleshist
	***** * ** ** ** **		08/12/2010	03/12/2010	100 1
2	Dhanpatram Agarwal Address -6, Waterloo Street, Kolkata, Thana:-Hare Street,	Self •		. Jak. 8	they at dan
\$	District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700073			LTI	17/
			08/12/2010	08/12/2010	

Name of Identifier of above Person(s)
Palash Roy
Kalikapur, Thana:-Sonarpur, District:-South
24-Parganas, WEST BENGAL, India, P.O.:-

Signature of Identifier with Date

Palash Roy 8/12/10

Page 1 of 1

08/12/2010

(Ashoke Kumar Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SONARPUR

our Pi



#### Government Of West Bengal Office Of the A. D. S. R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 13483 of 2010 (Serial No. 14911 of 2010)

On

Payment of Fees:

On 08/12/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule Article number: 23,4 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms /

#### Payment of Fees:

Amount By Cash

Rs. 16910/-, on 08/12/2010

(Under Article: A(1) = 16896/- ,E = 14/- on 08/12/2010)

## 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 bee

Certified that the required stamp duty of this document is Rs.- 76870 /- and the Stamp duty paid a Impresive Rs.- 100/-

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 40000/- is paid, by the draft number 472451, Draft Date 07/12/2010, Bank Name State Bank c
- 2. Rs. 36850/- is paid, by the draft number 472449, Draft Date 07/12/2010, Bank Name State Bank o

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

Presented for registration at 14.17 hrs on :08/12/2010, at the Office of the A. D. S. R. SONARPUR by

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

Execution is admitted on 08/12/2010 by

1. Debashish Dutta General Manager, Peerless Developers Ltd., 13a, Decres Lane, Kolkata, Thana:-Esplanade, , By Profession : Service

( Ashoke Kumar Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR Endorsement Page 1 of 2

08/12/2010 16:04:00



# Government Of West Bengal Office Of the A. D. S. R. SONARPUR District:-South 24-Parganas

## Endorsement For Deed Number : I - 13483 of 2010 (Serial No. 14911 of 2010)

Dhanpatram Agarwal
 Trustees, Institute Of International Trade, 6, Waterloo Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700073.

 By Profession: Business

Identified By Palash Roy, son of S. S. Roy, Kalikapur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: Business.

( Ashoke Kumar Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR

Konson

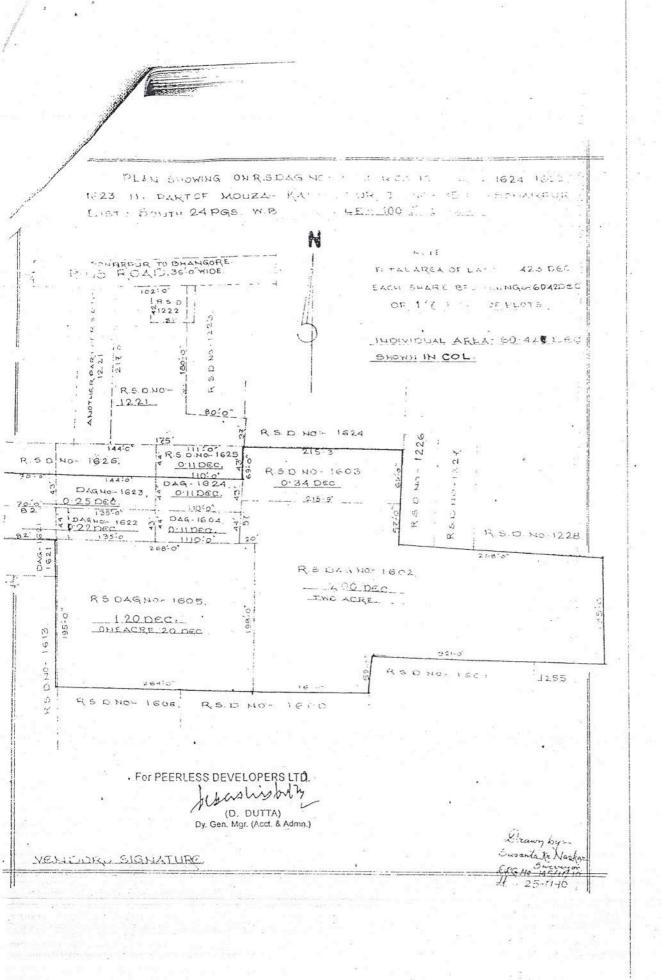
° ( Ashoke Kumar Biswas )
ADDITIONAL DISTRICT SUB-REGISTRAR

08/12/2010 16:04:00

- 12-

EndorsementPage 2 of 2

other broberess ---



#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 32 Page from 3094 to 3113 heing No. 43483 for the year 2010



(Ashoke Kumar Biswas) 10-December-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the 5. D. S. P. SONARPUR West Bengal