

DEED OF CONVEYANCE

- Date: March 28, 2012
- 2. Place: Kolkata
- 3. Parties:
- 3.1 <u>SMT. RITA GHOSH</u>, daughter of Jagat Bandhu Ghosh, by Nationality Indian, by faith – Hindu, residing at Gangotri Apartment. KADMA, Jamshedpur, Jharkhand. [having PAN No. AHF PG0186 P]. (Vendor, includes successors-in-office and/or assigns)

Contd ...

and year

214412 NAME R: Blothacharyra ADL 100/2 8 MAR 2012 - aguidar un Corra SUP AN ANT C.C.C. 17100 and the BOLDEN RESIDENCY P 28 MAR 201 Rejendre un Euptre 1711 - Riteyhorn 17120 V Samita Da Ray Identified by me CRAKESIN KUMAR HUJRANI) 1.1. 15. Sto HATE ALDAN GUTRANI Rett TATSH CASETA 42 A, C. R. AVENUE · S MUR COL 300 FLOOR 200012 P.S - BANKO BAZAR

3.2 GOLDEN RESIDENCY PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 42A, Chittaranjan Avenue, 3rd Floor, Kolkata - 700 012, [having PAN NO. <u>AAECG5263A</u>], duly represented by one of its Directors, Sri Rajendra Kumar Gupta, son of Late Bishwambhar Dayal Gupta, residing, at 5D, Heysham Road, Kolkata - 700 020.

(Purchaser, includes successors-in-office and/or assigns)

AND

3.3 <u>SRI SOUMITRA DAS RAY</u>, son of Late 5 M Das Ray, by Nationality -Indian, by faith - Hindu, residing at 1, Dilkhusa Street, Kolkata - 700017 [having PAN No. ACNPD9620Q].

(Confirming Party, includes successors-in-office and/or assigns)

[Vendor, Purchaser, Confirming Party collectively Parties and individually Party.]

NOW THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Background, Representations, Warranties and Covenants:
- 4.1 Representations and Warranties Regarding Title: The Vendor and the Confirming Party doth represent, warrant and covenant regarding title as follows:
- 4.1.1 (1) Harish Chandra Mondal (2) Girish Chandra Mondal and (3) Uddish Chandra Mondal were joint and absolute owners of plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J. L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.
- 4.1.2 By virtue of a Deed of Partition duly registered at S R- Alipore, Book no-1. Volume No-105, Pages 22 to 78, Being No- 724, for the year 1947, Panchi Bala Mondal & others as legal heirs of Sri Uddish Ch Mondal jointly became the owners of plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J L. (Page 2 of 11)

No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.

- 4.1.3 By another Deed of Partition duly registered at S.R. Alipore, Book no-1, volumn no-123 pages 78 to 88, being no-7152, for the year 1953, Smt Panchi Bala Mondal became the absolute owner of the aforesaid plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J. L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.
- 4.1.4 While seized and possessed of the aforesaid plot of land, said Panchi Bala Mondal died on 15/08/1994 leaving behind her a will bequeathing her entire property to Partha Mondal, son of Kanai Lal Mondal. Said will of Smt Panchi Bala Mondal was duly probated on 25/03/2008 in the court of the District Delegate, Alipore, vide Act 39 Case No- 310 of 2006 (P).
- 4.1.5 Thus said Partha Mondal became the absolute owner of the said plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. equivalent to 64 Decimal more or less with structure standing thereon situate and lying at Mouza Kasba, J.L. No. 13, Touzi No 1298/2833 and comprised in C.S. & R.S. Dag No- 1693/2166 appertaining to Khatian No- 1369 left behind by said Panchi Bala Mondal, since deceased (Said Property).
- 4.1.6 While thus seized and possessed of the Said Property said Partha Mondal due to his personal inconvenience and difficulties appointed (1) SRI SHYAMAL MONDAL (2) SRI SUBHABRATA GHOSH and (3) SRI SUDIPTA GHOSH as his Attorneys by virtue of a Power of Attorney duly registered in the office of the D.S.R.-III Alipore, South 24-Parganas in Book No. IV, CD Volume no-1, Pages 4759 to 4770, Being No. 00404 for the year 2010 to do certain acts and deeds as stated therein (Power of Attorney).
- 4.1.7 Thereafter by virtue of a Deed of Conveyance dated 20.06.2011 duly registered at the office of the A.R.A.-I, Kolkata in Book No. I, CD Volume No.12, Pages from 8688 to 8709, being No. 05298 for the year 2011, said Partha Mondal through his said Attorneys sold to the Vendor herein a clearly demarcated plot of land measuring about 4 (four) Cottahs more or

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less with a structure standing thereon out of the Said Property measuring about 64 Decimals more or less comprised in C.S. /R.S. Dag No-1693/2166, Khatian No- 136, of Mouza Kasba, J L no- 13, Touzi No- 1298 /2833, R S No- 233, Police Station-Kasba, District-24 Parganas (South) within Ward No- 67 of the Kolkata Municipal Corporation (KMC), described in the Schedule hereunder written and delineated on the plan annexed hereto and thereon shown by Red border (Subject Property).

- 4.1.8 While thus seized and possessed of or otherwise well and sufficiently entitled to the Subject Property free from all encumbrances, on or about 20.06.2011, the Vendor entered into an Agreement for Sale (Said Agreement) with the Confirming Party herein in respect of sale of the Subject Property on the terms and conditions mentioned therein.
- 4.1.9 However, because of some legal and valid reasons the Confirming Party has become desirous of nominating/assigning his rights title and interest in the Said Agreement to the Purchaser for the consideration stated hereinafter and the Vendor has also agreed to execute necessary Deed of Conveyance in favour of the Purchaser in respect of the Subject Property and the Purchaser also agreed to purchase the Subject Property on the consideration stated below.
- 4.2 Representations, Warranties & Covenants Regarding Encumbrances: The Vendor and the Confirming Party doth represent, warrant and covenant regarding encumbrances as follows:
- 4.2.1 Absolute Ownership: The Vendor is the sole and absolute owner of the Subject Property.
- 4.2.2 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to sell the Subject Property to the Purchaser, save as specifically stated herein.
- 4.2.3 No Acquisition/ Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Subject Property and declares that the Subject Property is not affected by any scheme of the Local Authority or any Government or Statutory Body.

- 4.2.4 Free from Encumbrances: The Subject Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, requisitions, acquisitions, Income Tax Attachment, Financial Institution Charges and liabilities whatsoever or howsoever made or suffered by the Vendor and/or the Confirming Party or any person claiming through the them and the title of the Vendor to the Subject Property is free, clear and marketable, save as specifically stated herein, *i.e.* the Said Agreement.
- 4.2.5 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.
- 4.2.6 No Prejudicial Act by the Vendor: The Vendor and/or the Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title.
- 4.2.7 No Guarantee: The Subject Property is not affected by or subject to any guarantee for securing any financial accommodation.
- 4.2.8 No Bar by Court Order or any other Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling and/or alienating the Subject Property or any part thereof.
- **4.2.9 Permission & Clearances:** The Vendor has obtained all statutory and other clearances, consents and permissions required, if any, to transfer the Subject Property to the Purchaser.
- 5. Basic Understanding:
- 5.1 Agreement: The Vendor has agreed to sell the Subject Property, described in the Schedule below and demarcated in the plan or map attached hereto (Deed Plan) and bordered with the colour Red, the Confirming Party has agreed to confirm the sale in favour of the Purchaser and the Purchaser, based on the representations.

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warranties and covenants of the Vendor and the Confirming Party has agreed to purchase the Subject Property for the consideration stated below.

- Conveyance to the Purchaser: In pursuance of the aforesaid 5.2 Agreement, the Purchaser has paid the entire consideration of Rs.57,00,000/- (Rupees Fifty seven Lacs) only as aforesaid at or before the execution of these presents and the Vendor and the Confirming Party are completing the sale of the Subject Property in favour of the Purchaser, by these presents.
- Transfer: 6.
- Hereby Made: The Vendor doth hereby sell, convey, grant and 6.1 transfer to and unto the Purchaser, absolutely and forever free from all encumbrances of any and every nature whatsoever the Subject Property, described in the Schedule below and demarcated in colour Red on the Deed Plan attached hereto, being:
- 6.1.1 ALL THAT piece and parcel of a Plot of land measuring about 4 four Cottahs be the same a little more or less, comprised in C.S. /R.S. Dag No-1693/2166, Khatian No- 136, of Mouza Kasba, J L no- 13, Touzi No- 1298 /2833 , R S No- 233, Police Station-Kasba, District-24 Parganas (South) within Ward No- 67 of the KMC and being a portion of the Municipal Premises No. 259, Picnic Garden Road.
- 6.1.2 Together with an old structure (R.T.S.) having built up area of 1000 Sq. Ft more or less standing thereon.
- 6.1.3 Together with all rights, amenities and facilities appurtenant thereto including but not limited to easements and customary rights. Be it mentioned here that the Subject Property is encumbered with existing tenants.
- Hereby Confirmed: The Confirming Party doth hereby nominate or 6.2 assign all his right, title and interest in the Subject Property, acquired and gained by virtue of the Said Agreement and confirm the sale and the transfer of the Subject Property in favour of the Purchaser.
- Consideration: The aforesaid transfer of the Subject Property, 6.3 described in the Schedule below, is being made in consideration of a consolidated sum of Rs.57,00,000/- (Rupees Fifty seven Lacs) only Page 6 of 111

paid at or before hereof by the Purchaser to the Vendor and the Confirming Party, who doth hereby and by the Receipt and Memo below, admit and acknowledge the same. It is pertinent to mention here that the Vendor has received a part of the consideration from the Purchaser through the Confirming Party.

7. Terms of Transfer:

- 7.1 Salient Terms: The transfer of the Subject Property being effected by this Conveyance is:
- 7.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 7.1.2 Absolute: absolute, irreversible and forever.
- 7.1.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, reversionary rights, residuary rights, claims and statutory prohibition, save the existing tenants.
- 7.1.4 Other Rights: together with all other rights appurtenant to the Subject Property.
- 7.2 Subject to:
- 7.2.1 Indemnification by Vendor & Confirming Party: Indemnification by the Vendor about the correctness of his title to the Subject Property. The Vendor and the Confirming Party agree to keep indemnified the Purchaser and/or the Purchaser's successors-ininterest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of any defect in the Vendor's title to the Subject Property. This Conveyance is being accepted by the Purchaser on such express indemnification.
 - 8. Miscellaneous:
 - 8.1 Delivery of Possession: Simultaneously with the execution hereof, the peaceful possession of the Subject Property, encumbered with existing tenants, has been handed over by the Vendor to the

Purchaser, which the Purchaser doth admit, acknowledge and accept.

- Outgoings: All Municipal and other taxes, penalties, surcharge, 8.2 outgoings, liabilities and levies on or relating to the Subject Property till the date of execution hereof, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor.
- Holding Possession: The Vendor doth hereby covenant that the 8.3 Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Premises and every part thereof and the said Building Plan 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 and/or the Confirming Party or any persons lawfully or equitably claiming any right or estate therein from under or in trust from them.
- Further Acts: The Vendor and the Confirming Party doth hereby covenant that the Vendor and the Confirming Party or any person 8.4 claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, 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 Purchaser to the Subject Property.

Interpretation: 9.

- Number: Words denoting the singular number include, where the 9.1 context permits and requires, the plural number and vice-versa.
- Headings: The headings in this Conveyance are inserted for 9.2 convenience only and shall be ignored in construing the provisions of this Conveyance.

9.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

Schedule above referred to (Subject Property)

ALL THAT piece or parcel of a Plot of land measuring about 4 four Cottahs more or less, together with an old structure (R.T.S.) having built up area of 1000 Sq. Ft. more or less standing thereon, encumbered with existing tenants, situate and lying at *Mouza* Kasba, J.L. No. 13, R.S. No. 233, *Touzi* No. 1298/2833, comprised in C.S. & R.S. *Dag* No. 1693/2166 appertaining to *Khatian* No. 1369, Police Station at present Kasba, District South 24 Parganas, within the local limits of the Kolkata Municipal Corporation, Ward No. 67 and being a portion of the **Municipal Premises No. 259**, Picnic Garden Road (having Assesse No. 21-067-18-1222-0) and together with all amenities and facilities appurtenant to the said land and building and together also with easements and all other rights attached thereto and the same is butted and bounded in the following manner:

On the North	:	By R.S. Dag no. 1693/2166 (P)
On the South	:	By R.S. Dag no. 1693/2166 (P)
On the East	:	By 12' wide common passage
On the West	;	By R.S. Dag no. 1693/2166 (P)

And demarcated in colour Red on the Deed Plan attached hereto, which shall be treated as a part and parcel of this Deed.

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- **Execution and Delivery:** 10.
- In Witness Whereof the Parties have executed and delivered this 10.1 Conveyance on the date mentioned above.

Rita Yhosh GOLDEN RESIDENCY PRIVATE LIMITED Kojendre Komer Rum-[VENDOR] [PURCHASER] Soumition Dar Log

[CONFIRMING PARTY]

Witnesses:

Signature: Styamol Mondol. Name: Sri Shyamal Mondal Father's Name: Mohan Lal Mondal Address: 46/1, R.K. Ghoshal Road,

Kolkata - 700042 Signature: Sincepta 4 Sall

Name: Sri Sudipta Ghosh Father's Name: Late Sushil Kr. Ghosh Address: 95/35 Bose Pukur Road, Kolkata - 700042

Signature: Sulhabanta Chestr

Name: Sri Subhabrata Ghosh Father's Name: Tushar Kanti Ghosh Address: 14, Johura Bazar Lane, Kolkata - 700042

Signature: _____ Seber bruth Shich .

Name: DEBABRATA GHOSH Father's Name: LATR DR. BIRENDRANATH G HTSH Address:

EE-48/47, Sector - D Saltlate City - Yol-91

Prepared in my office: Heb-Mat Caryo

(RAJENDRA BHATTACHARYYA) Advocate High Court, Calcutta

MEMO OF CONSIDERATION

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riand in them

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.57,00,000/- (Rupees Fifty seven Lacs) only as per the memo below:

SI. No. Mode of Payment Amount (Rs.) DD No. 02 3991dtd. 28/03/2012 drawn on Bank of India, Mission Row Branch, Kolkata 40,00,000.00 chaque p.o. 000013 de 283/12 drawn 17,00,000 00 on Baue of Andre, Hission Cons branch, 17,00,000 00 57,00,00.00 2.

Rupees Fifty seven Lacs only

Dita yhosh

[VENDOR]

Seventhe Dur Roy

[CONFIRMING PARTY]

WITNESSES: Signature: Shyamal Mandal Name: Sri Shyamal Mondal

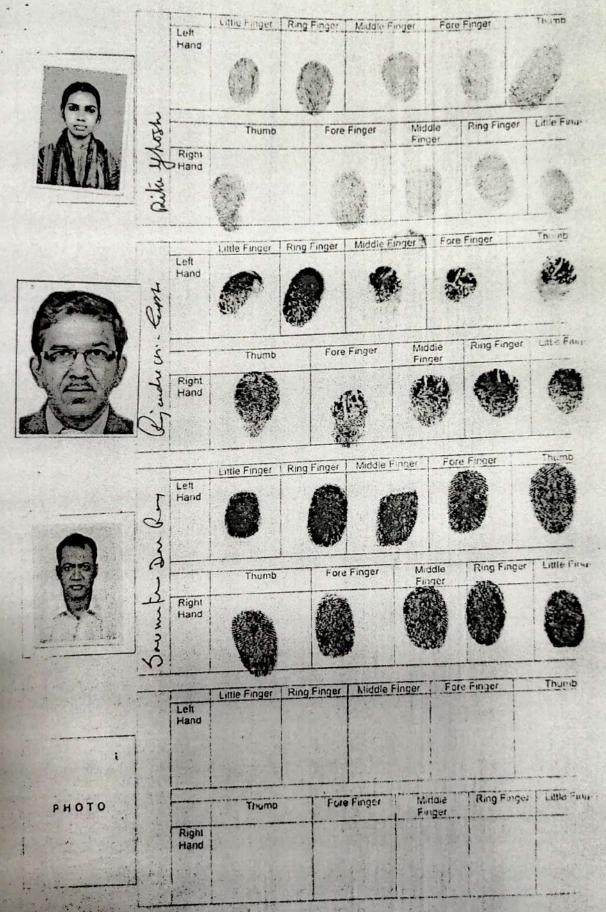
Signature: ------ Signature Chush Name: Sri Subhabrata Ghosh

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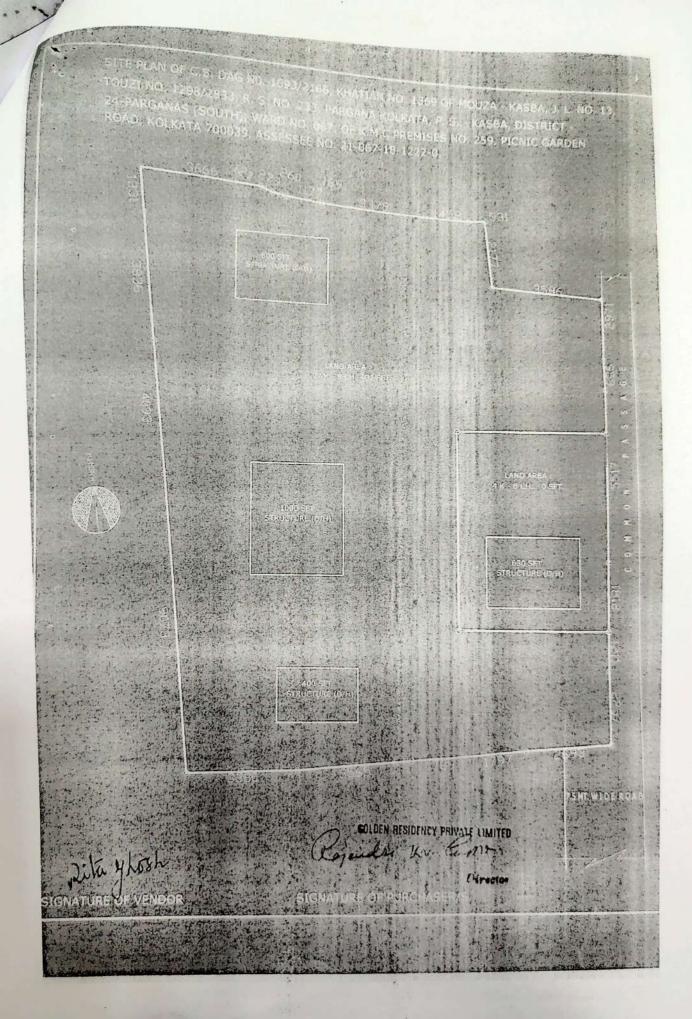
Signature: Lidenta Signature: Sile bat Shed. Name: Sri Sudipta Chosh Name: (DEBABAATA GHEA) Name: Sri Sudipta Ghosh

SPECIMEN FORM FOR TEN FINGERPRINTS

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

Endorsement For Deed Number : 1 - 02922 of 2012

(Serial No. 02475 of 2012)

On 28/03/2012

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

Presented for registration at 16.30 hrs on 28/03/2012, at the Private residence by Rajendra Kumar

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

Execution is admitted on 28/03/2012 by

1. Rajendra Kumar Gupta

Director, Golden Residency Pvt. Ltd., 42 A. Chittaranjan Avenue, Kolkata. Thana -Bowbazar District -Kolkata, WEST BENGAL, India, P.O. - Pin :-700012

By Profession : Others

Identified By Rakesh Kumar Gujrani, son of Lt. Aidan Gujrani, 42 A. Chittaranjan Avenue, Kolkata Thana -Bowbazar, District -Kolkata, WEST BENGAL, India, P.O. - Pin -700012, By Caste Hindu, By Profession Professionals.

- 2 Rita Ghosh, daughter of Jagat Bandhu Ghosh, Gangotri Apartment, Kadma, Jamshedpur, Jamshedpur, District - Purbi Singhbhum, JHARKHAND, India, P.O. :-, By Caste Hindu, By Profession Others
- 3. Soumitra Das Ray, son of Lt S M Das Ray , 1, Dil Khusa Street, Kolkata, Thana -Beniapukur District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Hindu, By Profession : Others

Identified By Rakesh Kumar Gujrani, son of Lt A Gujrani, 42 A, Chittaranjan Avenue, Kolkata Thana -Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. - Pin :-700012 , By Caste: Hindu By Profession: Professionals.

> (Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE I OF KOLKATA

On 29/03/2012

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 -67,60,000/-

Certified that the required stamp duty of this document is Rs. 473220 /- and the Stamp duty paid as Impresive Rs.- 100/-

On 30/03/2012

Desta Con

(Sadhan Chandra Das) -ADDL. REGISTRAR OF ASSURANCE I OF KOLKATA

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- (.Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA EndorsementPage 1 of 2

02/04/2012 12:21:00

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

Endorsement For Deed Number : 1 - 02922 of 2012

(Serial No. 02475 of 2012)

Payment of Fees:

Amount By Cash

Rs. 74447.00/-, on 30/03/2012

(Under Article : A(1) = 74349/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 30/03/2012)

Deficit stamp duty

Deficit stamp duty Rs. 473250/- is paid35215828/03/2012State Bank of India, SASHI BHUSAN DEY STREET, received on 30/03/2012 STREET, received on 30/03/2012

(Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 02/04/2012

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 Aut 1992 Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

02/04/2012

Rs. 0.00/-, on 02/04/2012

(Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

(Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD Volume number 7 Page from 1077 to 1093 being No 02922 for the year 2012.

Hereisten in the red the

(Sadhan Chandra Das) 09-April-2012 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A.-I KOLKATA West Bengal

