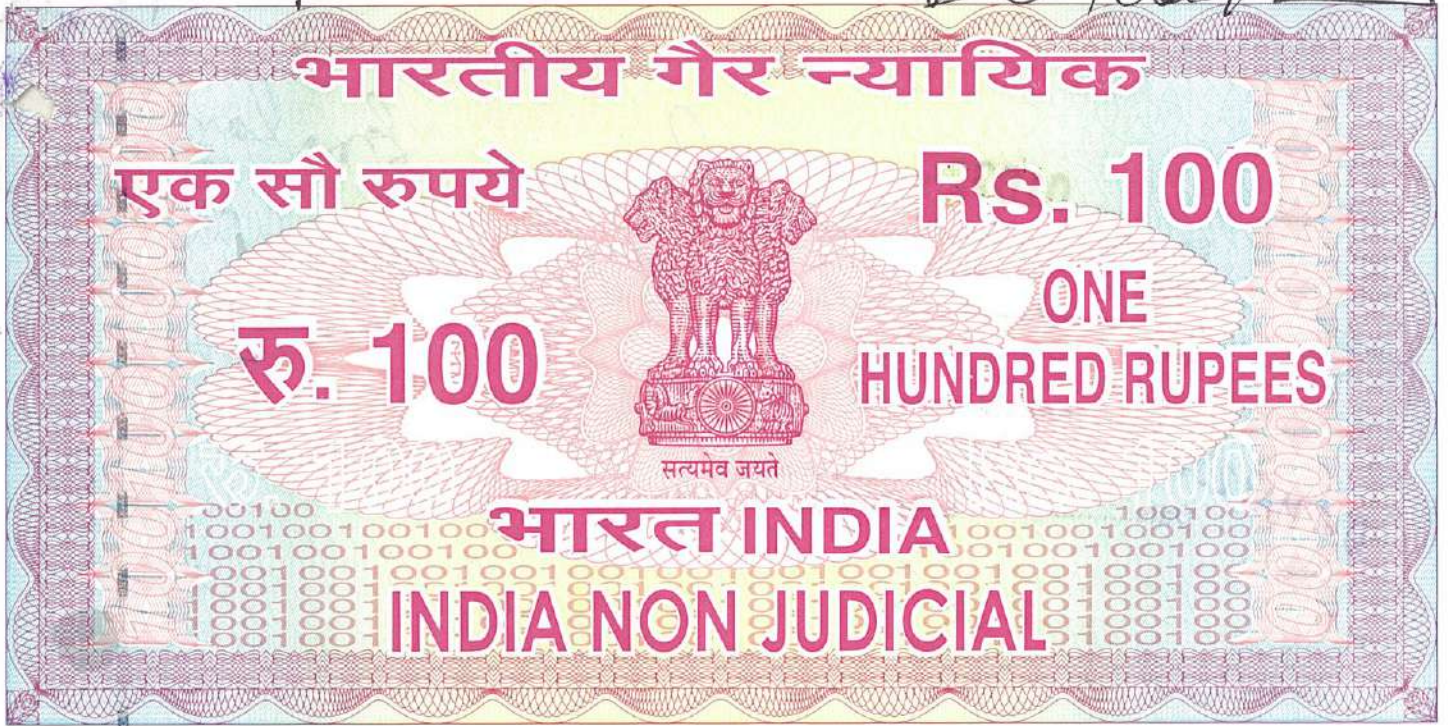


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10.5.12



পশ্চিমবঙ্গ পश्चिम बंगाल WEST BENGAL

M 239282

Certified that the document is admitted
 to registration in signature sheet(s)
 and the endorsement sheet(s) attached
 with this document are the part of
 this document.

5836

19
 Addl. Dist. Sub-Registrar
 Durgam, Howrah

17 AUG 2012

THIS INDENTURE OF CONVEYANCE, made this 10th day of August
 Two Thousand and Twelve BETWEEN ASHOKE KUMAR BASU, son of Late Amiya

14
 2

010924

Serial No.....

Name.....

Address.....

71, Park Street, (Room No-14)
Kolkata-700 019

04 MAY 2012

Date..... Licensed Stamp Vendor
S. SARKAR

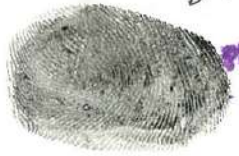
Prasana Enclave Ltd
6 B, Ave Road
A

A - k



3109

A - k



3112

PRASANA ENCLAVE PRIVATE LIMITED
The Prasana
Director/Authorized Signatory



Dipesh Roy
S/o Lt. Dipak Roy
100 Oriend Row
P.S. Beniapukur
Kolkata-17
Service

✓
Addl. Dpt. Sub-Registrar
Kolkata, Kolkata

10 AUG 2012

Kumar Basu residing at 23, West Road, Santoshpur, Police Station Kasba, Kolkata-700075 (having PAN AMNPB3180F) hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs executors administrators legal representatives) of the **ONE PART AND PRASANA ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 6B, A.J.C Bose Road, Police Station: Shakespeare Sarani, Kolkata - 700 017, (having PAN AAGCP4280Q) and represented by its Director Mr. Kirti Vardhan Patodia son of Sri Harsh Vardhan Patodia hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and successors-in-interest and/or assigns) of the **OTHER PART**:

WHEREAS:-

- A. One Sudhir Ghosh and Pannalal Ghosh (also known as Panchanan Ghosh) were the full and absolute owners of, **All That** piece or parcel of land situate at R.S. Dag No. 5836 recorded in R.S. Khatian No. 143 containing an area of 0.32 acre more or less in Mouza Domjur, J.L. No. 33, Police Station Domjur in the District of Howrah morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said Property**" absolutely and forever.
- B. The said Sudhir Ghosh died leaving him surviving his two sons namely Nandalal Ghosh and Dulal Ghosh and wife namely Chandi Bala Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire undivided part or share in the said Property, absolutely.
- C. The said Pannalal Ghosh died leaving him surviving his son namely Sunil Ghosh, his daughter namely Anita Ghosh and wife namely Sumitra Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire undivided part or share in the said Property, absolutely.
- D. By a Sale Deed dated 4th July 2006 and registered with the Additional District Sub Registrar Domjur in Book I Volume No. 9 Pages 4454 to 4470 Being No. 3196 for the year 2012, the said Nandalal Ghosh, Dulal Ghosh, Chandi Bala Ghosh, Sunil Ghosh, Anita Ghosh and Sumitra Ghosh for the consideration therein mentioned, sold conveyed and transferred the said Property to the Vendor herein, absolutely and forever.

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ADD. DIST. CENTER FOR DISEASE CONTROL
DANFORD, HAWAII

10 AUG 2012

- E. The said R.S. Dag No. 5836 was renumbered as L.R. Dag No. 7337 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.
- F. The Vendor is fully seized and possessed of and well and sufficiently entitled to as the sole and absolute owner of the said Property and paying Khajana/land revenue to the Government of West Bengal and is in Khas and exclusive possession thereof.
- G. The Vendor has approached the Purchaser to purchase **All That** the said Property (containing a land area of 0.32 acre or 32 Sataks more or less) free from all encumbrances mortgages charges leases tenancies occupancy rights bargadars liens attachments restrictive covenants lispensens uses debutters trusts acquisition requisition vesting prohibitions claims demands and liabilities whatsoever or howsoever and with complete vacant peaceful possession and the Vendor has agreed to sell and the Purchaser has agreed to purchase the same at and for a total consideration of Rs. 1258400.00 (Rupees twelve lacs fifty eight thousand four hundred) only
- H. In connection with the sale of the said Property Vendor has made the following representations and assurances which have been fully relied upon and believed to be true and correct by the Purchaser in good faith:-
- (i) That the Vendor is the sole and absolute owner of the said Property having clear good marketable title thereto free from all encumbrances mortgages, charges liens, lispensens, debutters, wakf, trusts, benami transactions, attachments, bargadar, leases, tenancies, occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;
 - (ii) That there shall be no difficulty in mutation of the name of the Purchaser as owner in the Records of Rights and other records of the concerned Block Land and Land Reforms Office and other government records in respect of the said Property upon its purchase by the Purchaser;
 - (iii) That save and except the Vendor no other person has any right title or interest in the said Property or any part or share thereof and nor any person or persons has made any claim or raised any dispute in respect of or relating to the said Property or any part or share thereof in any manner whatsoever;
 - (iv) That neither the Vendor nor any of the predecessors-in-title of the Vendor has at any time held any land in excess of the Ceiling Limits prescribed under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953 or any other applicable law;

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Add. Dist. Book-Registers
District, Hawaii

10 AUG 2012

- (v) That no notice or claim has been received by the Vendor which would affect the ownership, user, enjoyment and transfer of the Vendor in respect of the said Property;
- (vi) That there is no action, suit, appeal or litigation in respect of the said Property or in any way concerning therewith or any part or share thereof pending or filed at any time heretofore;
- (vii) That no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof and that save and except the Vendor no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- (viii) That save those relating to sale of the said Property to the Purchaser hereto, the Vendor has not dealt with or encumbered the said Property in any manner nor entered upon any agreement or contract in respect thereof.

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1258400.00 (Rupees twelve lacs fifty eight thousand four hundred) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser herein **ALL THAT** piece of parcel of land containing an area of 32 Satak or 0.32 acre more or less situate lying at an being entire L.R. Dag No. 7337 recorded in L.R. Khatian No.2687 and 5625 (formerly R.S. Dag No.5836) in Mouza Domjur, J.L. No.33, Police Station Domjur, District Howrah morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said property**" **TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, areas sewers drains ways paths passages fences hedges ditches trees water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and entire share estate right title interest inheritance use trust possession property claim easements quasi easements

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Arif, Dkt. Sub-Rawatan
Desaru, Muar

10 AUG 2012

privileges claims and demand whatsoever of the Vendor out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **AND TOGETHER WITH** all easements and share, right, title and interest of the Vendor of and in any passages/roadways abutting the said Property and leading to public road **AND TOGETHER WITH** all legal incidence thereof **TO HAVE AND TO HOLD** all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor and his predecessors-in-title done omitted executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in himself good right, full power and absolute authority and

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M. El-Sayed, Head of Department
Damanhour, Egypt

10 AUG. 2012

indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;

- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges leases tenancies occupancy rights bargadars liens attachments restrictive covenants lispensens uses debutters trusts acquisition requisition vesting prohibitions claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and his predecessors-in-title.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and by and at the costs of the Vendor effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances charges leases tenancies occupancy rights restrictions restrictive covenants liens attachments bargadars lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or

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Addl. Dist. Sub-Registrar
Doddur, Mysore

10 AUG 2012

intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

III. AND THE VENDOR DOETH HEREBY DECLARE AND ASSURE THE PURCHASER as follows:-

- a) **THAT** the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings against the Vendor for realisation of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- b) **AND THAT** the said Property or any portion thereof is not affected by any notice or scheme of acquisition, requisition or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public body or authorities.
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever.
- d) **AND THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or West Bengal Estates Acquisition Act, 1953 and/or West Bengal Land Reforms Act, 1955 and/or any other act or legislation or otherwise for the Vendor to grant sell convey transfer assign and assure the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser in the manner aforesaid.
- e) **AND THAT** the Vendor has represented and assured to the Purchaser that there is no action, suit, appeal or litigation in respect of the said Property or any part or share thereof pending or filed at any time heretofore and that the said Property has been in uninterrupted exclusive ownership and possession and enjoyment of the Vendor since the date of purchase thereof by the Vendor without any claim, obstruction, dispute or impediment whatsoever or howsoever from or by any person and that no

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person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof And That save and except the Vendor no other person can claim any right title or interest whatsoever in the said Property or any part thereof and without prejudice to or affecting the covenant for protection and indemnity given by the Vendor hereinabove, the Vendor agrees to indemnify and keep the Purchaser fully saved harmless and indemnified from and against all losses damages costs claims demands action or proceeding that the Purchaser may suffer or incur owing to any defect or deficiency being found in the title or possession of the Vendor or in case any of the above representation or assurances being found to be false.

- f) **AND THAT** all rates, taxes, Khajana/land revenue and other outgoings and impositions payable in respect of the said Property has duly been paid and there is no amount in arrears or outstanding in connection therewith.

THE SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT pieces or parcel of "Sali" land containing an area 32 Satak or 0.32 acre or 19 cottahs 5 chittacks 34 square feet more or less situate lying at and being entire L.R. Dag No. 7337 (as described below) and comprised in Mouza Domjur, J.L. No.33, within Domjur Gram Panchayet, Additional District Sub Registrar Domjur, Police Station Domjur, in the District of Howrah:-

RS Dag and Khatian Number	LR Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of sale
Dag No. 5836 recorded in Khatian No. 143	Dag No. 7337 recorded in Khatian No. 2687 and 5625	0.32 acre	0.32 acre

The said Property is delineated in the plan annexed hereto duly bordered thereon in "RED" and the same is butted and bounded as follows.

- On the **North** : By R.S. Dag No 5830 and 5829;
 On the **South** : By R.S. Dag No 5837 and 5847;
 On the **East** : Partly by R.S. Dag No 5829 and 5847 and;
 On the **West** : By R.S. Dag No 5835.

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Bitte die Substanz
beibehalten

10 AUG 2012

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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

SIGNED SEALED AND DELIVERED

by the abovenamed **VENDOR** at Kolkata in the presence of:

Arush
[ARHIJIT GHOSH]
10D, Orient Row, Kol-17
Arush
ARUN BANERJEE
121 BKR G.V ROAD BANDRA KAL
HOOGHLY

SIGNED SEALED AND DELIVERED

by the withinnamed **PURCHASER** at Kolkata in the presence of:

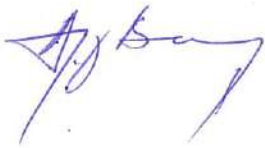
PRASANA ENCLAVE PRIVATE LIMITED

Director/Authorised Signatory

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.1258400.00 (Rupees twelve lacs fifty eight thousand four hundred) only being the consideration in full payable under these presents by cheque no.121510 dated 30.07.2012 drawn on ICICI Bank for Rs. 1258400.00.


WITNESSES:



Drafted by me:

Advocate

Pranab Kumar Das
Bafanpur, Jamjira
Howrah
Kic. No. (17)

836

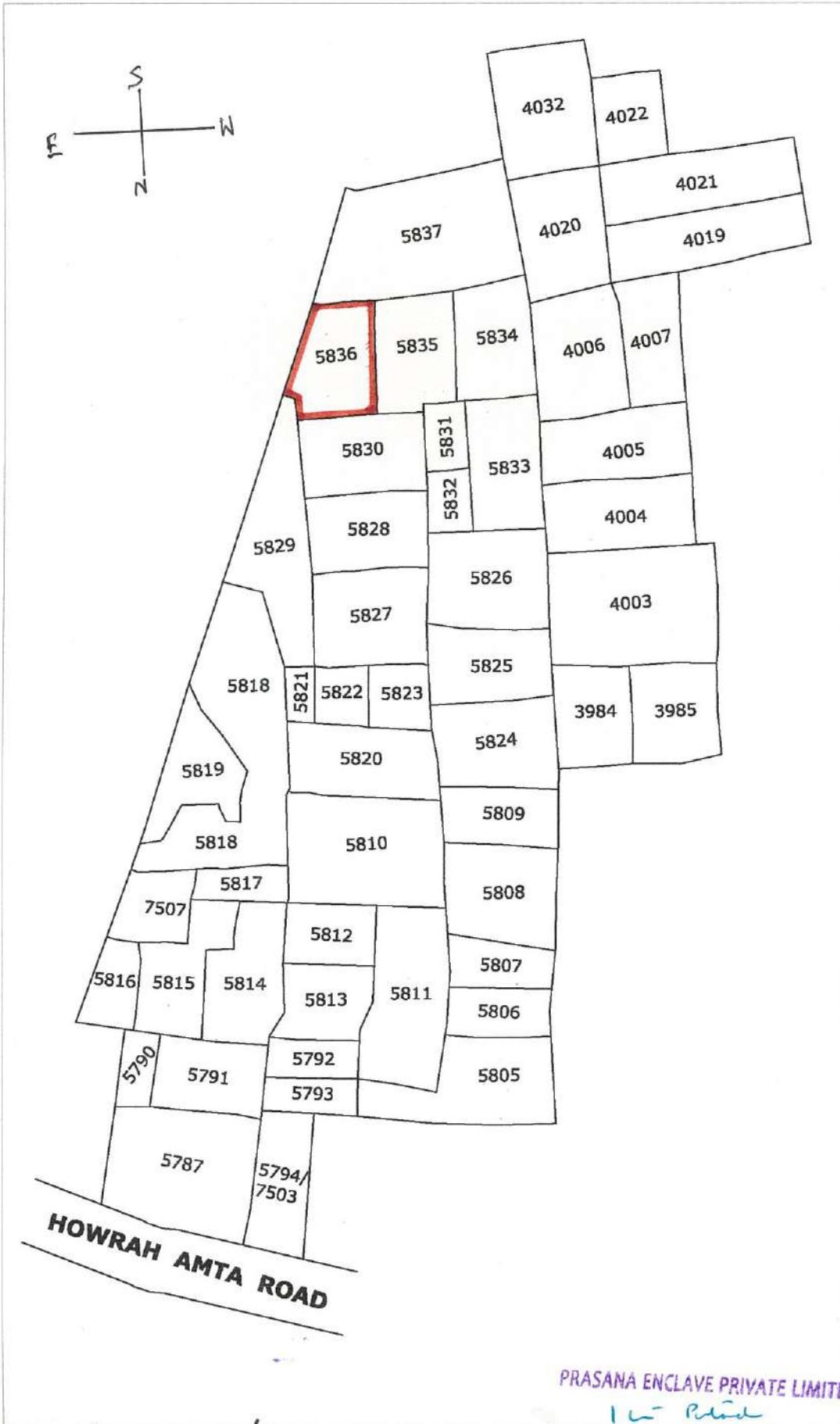


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Add. Dist. Pub-Health
Dangal, Kowak

10 AUG 2012

**LOCATION PLAN SHOWING PLOTS AT MOUZA - DOMJUR, J.L. NO. 33,
POLICE STATION & A.D.S.R.O. - DOMJUR, IN THE DISTRICT OF
HOWRAH:**

**R. S DAG NO. 5836 (SUBSEQUENTLY
RENUMBERED AS L.R. DAG NO. 7337)
SHOWN BY 'RED' BORDERS**



(VENDOR)












(PURCHASER)












NOT TO SCALE



✓
Add. Dist. Sub-Registrar
Honolulu, Hawaii

10 AUG 2012

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					



✓
Addl. Dist. Sub-Registrar
Durgam, Mysore

10 AUG 2012



Government Of West Bengal
Office Of the A.D.S.R. DOMJUR
District:-Howrah

Endorsement For Deed Number : I - 04865 of 2012
(Serial No. 04905 of 2012)

On

Payment of Fees:

On 10/08/2012

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.-29,32,334/-

Certified that the required stamp duty of this document is Rs.- 175960 /- and the Stamp duty paid as: Impressive Rs.- 100/-

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

Presented for registration at 17.50 hrs on :10/08/2012, at the Private residence by Ashoke Kumar Basu ,Executant.

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

Execution is admitted on 10/08/2012 by

1. Ashoke Kumar Basu, son of Late Amiya Kumar Basu , 23, West Road, Santoshpur, Thana:-Kasba, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : Business
 2. Mr. Kirti Vardhan Patodia
Director, Prasana Enclave Private Limited, 6 B, A. J. C. Bose Road, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Business
- Identified By Dipesh Roy, son of Late Dipack Roy, 10 D, Oriend Row, Thana:-Benia Pukur, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017, By Caste: Hindu, By Profession: Service.

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

On 17/08/2012

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, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash



19
Addl. Dist. Sub-Registrar
Domjur, Howrah
17 AUG 2012

(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

21/08/2012 13:03:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. DOMJUR
District:-Howrah

Endorsement For Deed Number : I - 04865 of 2012
(Serial No. 04905 of 2012)

Rs. 32266.00/-, on 17/08/2012

(Under Article : A(1) = 32252/- ,E = 14/- on 17/08/2012)

Deficit stamp duty

Deficit stamp duty Rs. 175950/- is paid, by the draft number 883730, Draft Date 17/08/2012, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 17/08/2012

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR



19
AD. Dist. Sub-Registrar
Domjur, Howrah
17 AUG 2012

(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

EndorsementPage 2 of 2

21/08/2012 13:03:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 122 to 137
being No 04865 for the year 2012.



(Maitreyee Ghosh) 23-August-2012
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR
Office of the A.D.S.R. DOMJUR
West Bengal

DATED THIS 10th DAY OF August 2012

BETWEEN

ASHOKE KUMAR BASU

...VENDOR

AND

PRASANA ENCLAVE PRIVATE LIMITED

... PURCHASER

CONVEYANCE

DSP LAW ASSOCIATES
ADVOCATES
4D NICCO HOUSE, 1B HARE STRET,
KOLKATA-700001