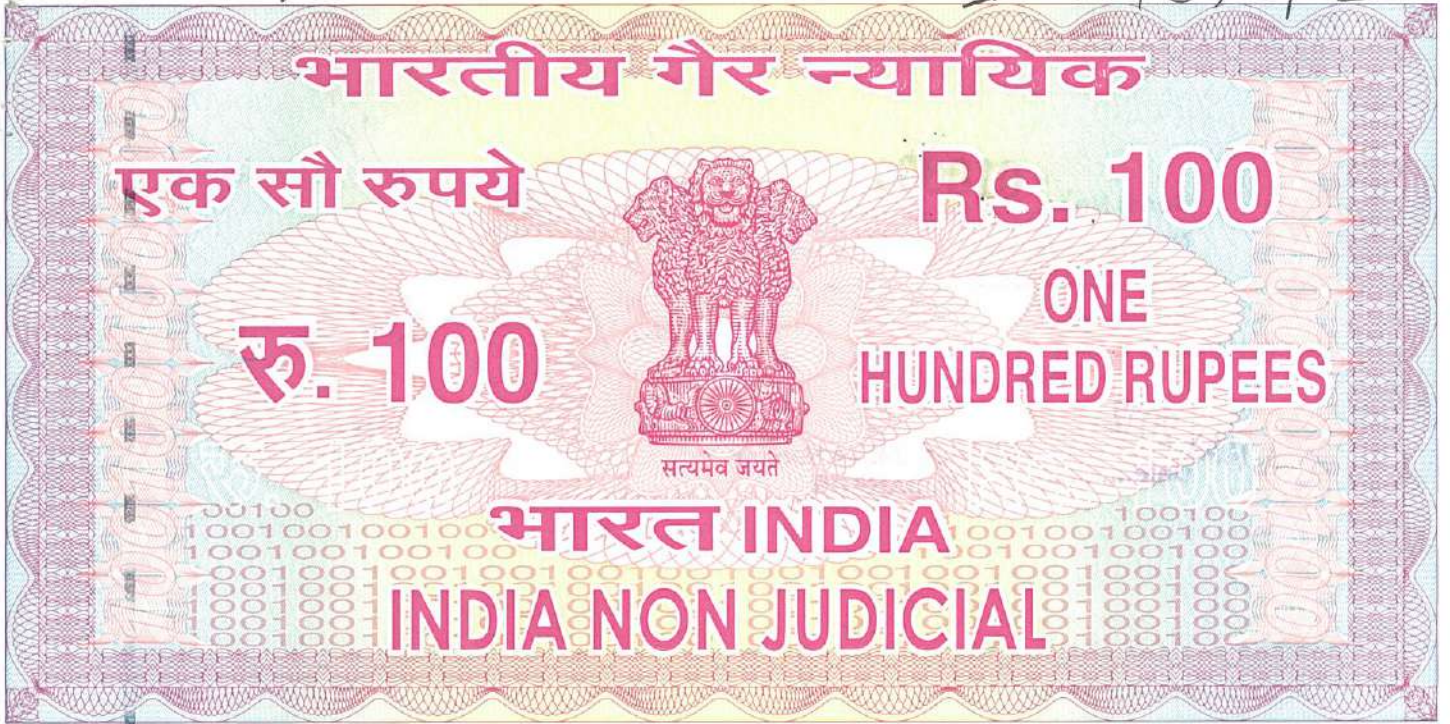


4919/12

D-04875/n



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M 229350

6834

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

19
Addl. Dist. Sub-Registrar
Banspur, Hooghly
17 AUG 2012

THIS INDENTURE OF CONVEYANCE made this 10th day of August
Two Thousand and Twelve BETWEEN DESIRE AGRO RESORTS DEVELOPMENT
PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its

10/1
A

Serial No. 010881

Name

Address

71, Park Street, (P.O. No-14)
Kolkata-700 130

04 MAY 2012

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

Prasanna Plaza Pvt Ltd
65, AJC Bose Rd
—H

[Handwritten signature]

3110
[Fingerprint]
Managing Director

3113
[Fingerprint]
PRASANA PLAZA PVT. LTD.
Director / Authorised Signatory

[Handwritten signature]
S/o Lt. Dipak Roy
10 D Oriend Row
P-S-Beniapukur
KOL-1A
Service



✓
Addl. Dpt. Sub-Registrar
Kolkata, West Bengal
10 AUG 2012

Registered Office at P-525, Hemanto Mukhopadhyay Sarani, Police Station Lake, Kolkata - 700029 (having PAN AABCD7722J) represented by its Managing Director Mr. Ashoke Kumar Basu, son of Late Amiya Kumar Basu residing at 23, West Road, Santoshpur, Kolkata-700075 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 its successors or successors-in-office) of the **ONE PART AND PRASANA PLAZA 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 AAGCP4275K) 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 Prasad Chandra Ghosh was the sole and absolute owner of, **All That** piece or parcel of land situate at R.S. Dag No. 5834 recorded in R.S. Khatian No. 143 containing an area of 0.27 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. By a Sale Deed dated 13th August 1979 and registered with the Sub Registrar Domjur in Book I Being No. 2376 for the year 1979, the said Prasad Chandra Ghosh for the consideration therein mentioned, sold conveyed and transferred the said Property unto and to Narendra Chandra Ghosh, Basudeb Ghosh and Sanat Kumar Ghosh, absolutely and forever.
- C. By a Sale Deed dated 1st April 2005 and registered with the Additional District Sub Registrar Domjur in Book I Volume No. 53 Pages 383 to 389 Being No. 2173 for the year 2006, the said Narendra Chandra Ghosh, Basudeb Ghosh and Sanat Kumar Ghosh for the consideration therein mentioned, sold conveyed and transferred the said Property to the Vendor herein, absolutely and forever.
- D. The said R.S. Dag No. 5834 was renumbered as L.R. Dag No. 7335 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.

12-4



✓
Addl. Dist. Ent. Surgeon
Dangur, Haveri
10 AUG 2012

- E. 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.
- F. The Vendor has approached the Purchaser to purchase **All That** the said Property (containing a land area of 0.27 acre or 27 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. 1061775.00 (Rupees ten lacs sixty one thousand seven hundred and seventy five) only.
- G. 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;
 - (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;



Adi Dianto, Sub-Engineer
Deputy, Research

10 AUG 2012

- (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. 1061775.00 (Rupees ten lacs sixty one thousand seven hundred and seventy five) 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 27 Satak or 0.27 acre more or less situate lying at an being entire L.R. Dag No. 7335 recorded in L.R. Khatian No.2336, 3297 and 5283 (formerly R.S. Dag No.5834) 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 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

14-7

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 its 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 itself good right, full power and absolute authority and 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

14 *[Signature]*



Asst. Dist. Sub-Engineer
Dangal, Hosur

10 AUG 2012

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

12 



10 AUG 2012

10 AUG 2012

III. AND THE VENDOR DOTH 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 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

12 *A*

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.
- g) **AND THAT** the Managing Director of the Vendor namely Mr. Ashoke Kumar Basu is signing this deed on behalf of the Vendor pursuant to the Board Resolution dated 06-08-2012 authorizing him to do so and the said Mr. Ashoke Kumar Basu doth hereby declare and confirm that the purchase of the said Property by the above recited Sale Deed was by the Vendor Company alone and Mr. Ashoke Kumar Basu's name was used merely in his representative capacity as Managing Director of the Company for such purchase and no independent right or title did ever arise in favour of the said Mr. Ashoke Kumar Basu and if at all, the said Mr. Ashoke Kumar Basu by also signing this deed has confirmed and assured the sale made hereby in favour of the Purchaser.

THE SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT pieces or parcel of "Sali" land containing an area 27 Satak or 0.27 acre or 16 cottahs 5 chittacks 16 square feet more or less situate lying at and being entire L.R. Dag No. 7335 (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. 5834 recorded in Khatian No. 143	Dag No. 7335 recorded in Khatian No. 2336, 3297 and 5283	0.27 acre	0.27 acre

14 *A*



Ad. H. Djal. Sub-Regenerasi
Damping, H. H. H. H.

10 AUG 2012

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** : Partly by R.S. Dag No 5831 and 5833;
 On the **South** : By R.S. Dag No 5837;
 On the **East** : By R.S. Dag No 5835 and;
 On the **West** : Partly by R.S. Dag No 4006 and 4020.

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:

Anand
[ABHIJIT GHOSH]
 100, Orient Row, Kol-17

Ajay Banerjee
AJAY BANERJEE
 121 B.B.G.T. ROAD BHADRAKALI HOOGLY

SIGNED SEALED AND DELIVERED

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

Anand

Ajay Banerjee

Agro Resource Development Pvt. Ltd.

 Managing Director

PRASANA PLAZA PVT. LTD.
1st Floor
Director / Authorised Signatory



Addl. Dir. Sub-Registration
Bangalore, Karnataka

10 AUG 2012

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.1061775.00 (Rupees ten lacs sixty one thousand seven hundred and seventy five) only being the consideration in full payable under these presents by (i) by Cheque No. 120027 dated 07.05.2012 drawn on ICICI Bank for Rs. 900000.00 and (ii) by Cheque No. 120037 dated 30.07.2012 drawn on ICICI Bank for Rs. 161775.00.

WITNESSES:

Handwritten signature in blue ink.

Handwritten signature in black ink.

Handwritten signature in black ink.
 D. K. Agro Resource Development Pvt. Ltd.
 Managing Director

Drafted by me:

Advocate

Handwritten signature in black ink.
 Pranab Kumar Das,
 Dofarpur - Sonmuj.
 Howrah
 Lic. no. 17

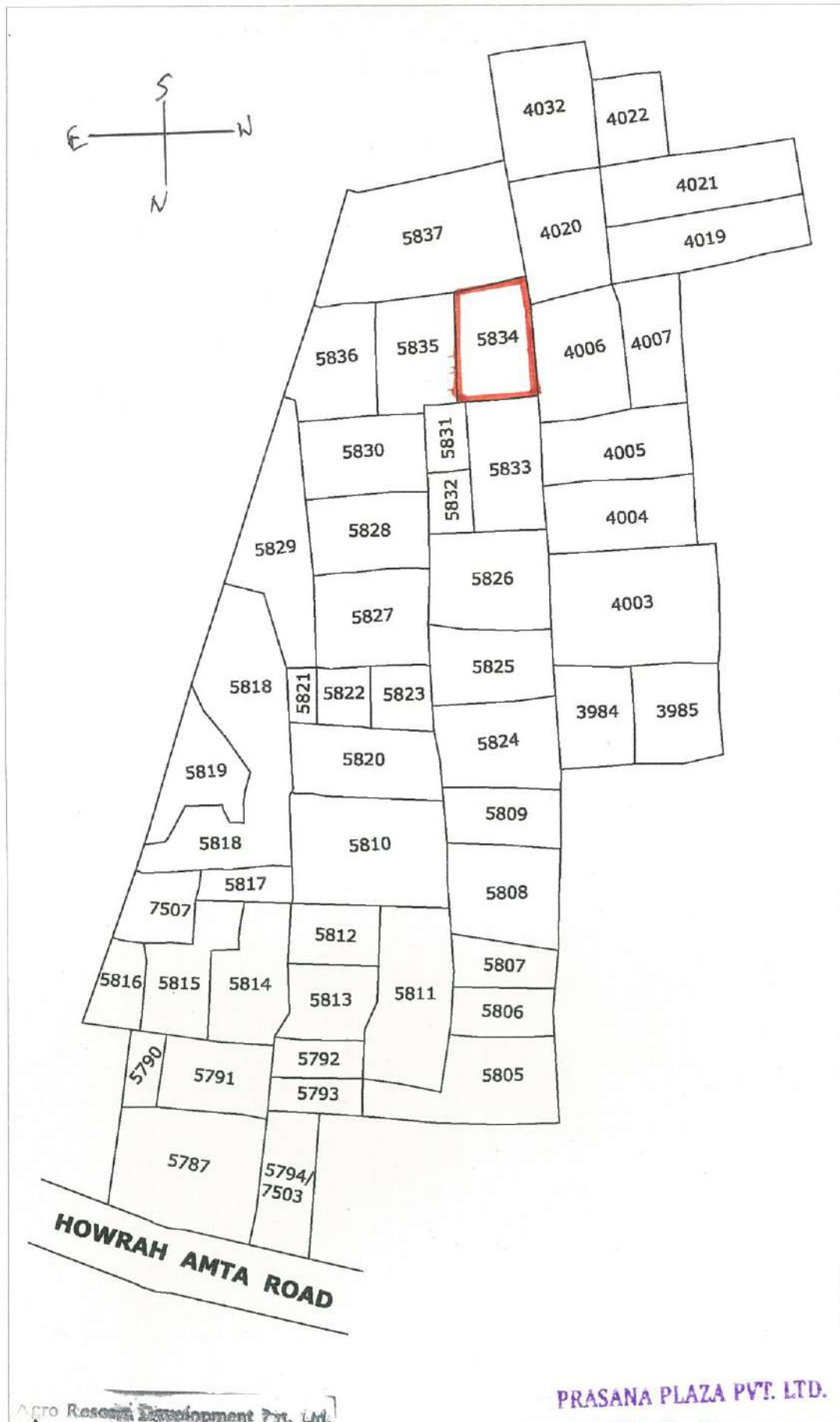


Asst. Dir. Sub-Department
Dhaka, Bangladesh

10 AUG 2012

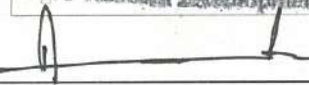
**LOCATION PLAN SHOWING PLOTS AT MOUZA - DOMJUR, J.L. NO. 33,
POLICE STATION & A.D.S.R.O. - DOMJUR, IN THE DISTRICT OF
HOWRAH:**

**R. S DAG NO. 5834 (SUBSEQUENTLY
RENUMBERED AS L.R. DAG NO. 7335)
SHOWN BY 'RED' BORDERS**



Agro Resource Development Pvt. Ltd.

PRASANA PLAZA PVT. LTD.


Managing Director


Director / Authorised Signatory












(VENDOR)












(PURCHASER)



Adm. Div. Sanitation
Davao, Mindanao

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
Bangor, Hawaii

10 AUG 2012



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

Endorsement For Deed Number : I - 04875 of 2012
(Serial No. 04919 of 2012)

On

Payment of Fees:

On 10/08/2012

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

Presented for registration at 18.05 hrs on :10/08/2012, at the Private residence by Mr. Ashoke Kumar Basu, Executant.

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

Execution is admitted on 10/08/2012 by

1. Mr. Ashoke Kumar Basu
Director, Desire Agro Resorts Development Private Limited, P - 525 Hemanto Mukhopadhyay Sarani, Thana:-Lake, P.O. :- , District:-Kolkata, WEST BENGAL, India, Pin :-700029.
, By Profession : Business
 2. Mr. Kirti Vardhan Potadia
Director, Prasana Plaza 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 13/08/2012

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.-24,74,157/-

Certified that the required stamp duty of this document is Rs.- 123728 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

On 17/08/2012

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



Addl. Distl. Sub-Registrar
Howrah, Howrah

17 AUG 2012

(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

21/08/2012 12:49:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 04875 of 2012
(Serial No. 04919 of 2012)

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

Rs. 27228.00/-, on 17/08/2012

(Under Article : A(1) = 27214/- ,E = 14/- on 17/08/2012)

Deficit stamp duty

Deficit stamp duty Rs. 123718/- is paid, by the draft number 883731, 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
Add. Dist. Sub-Registrar
Howrah, Howrah

17 AUG 2012

(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

DATED THIS 10TH DAY OF AUGUST 2012

BETWEEN

DESIRE AGRO RESORTS DEVELOPMENT
PRIVATE LIMITED

...VENDOR

AND

SAMBHA COMPLEX PRIVATE LIMITED

... PURCHASER

CONVEYANCE

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