

DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE 21st.

DAY OF JANUARY 2008 (TWO THOUSAND

AND EIGHT).

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Make up to the assessment of the SSCCC/

and by Bank I to a series of the SSCCC/

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SOMINARY (SURVEY)

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TOTAL CONSIDERATION : RS.12,00,000/-

AREA OF LAND : 1.11 ACRE

MOUZA : BARAGHARIA

PARAGANA : PATHARGHATA

POLICE STATION : MATIGARA

DISTRICT : DARJEELING

KHATIAN NO. : 448, 27

PLOT NO. : R.S. 67, 68,

NEW 189, 190,

J.L. NO. : 082

Cont. ....p/3

# BETWEEN

SHELCON PROPERTIES PRIVATE LIMITED private Limited company registered under the companies Act 1956, bearing certificate incorporation No. 21-66995 of 1994, having its office at Hill Cart Road, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called VENDOR/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context its Directors, office bearers, executors, successors, administrators, representatives and assigns) of the ONE PART represented by its Director SMT NANDINI RAHA wife of Sri S.K. Raha, Hindu by religion, Indian by religion, Director of the above named Company by occupation, resident of Bidhan Road, Siliguri in the District of Darjeeling PAN AAHCS 6766R AND

AJANTA MARBLES PRIVATE LIMITED a private Limited company registered under the companies Act, 1956, bearing certificate of incorporation No. 11-70805 Dated 15.2.1993 having its office at Kurla Andhari Road, P.O. Marble Naka, Opposite of Mittal Estate, Mumbai - 400059 --- hereinafter called PURCHASER / SECOND PARTY (which expression shall mean and include unless excluded by or repugnant to context its Directors, office bearers, successors, administrators, representatives and assigns) of the SECOND PART represented by one of its Director SRI SHIVDUTTA SHARMA S/o Sri Ramprasad Sharma, Hindu by religion, Indian by religion, Director of the above named Company by occupation, resident of 46, Sharma Sadan, Hanuman Road, Ville Parle East, Mumbai. Cont. .....p/4 PAN AAACA4568N

WHEREAS vendor hereof SHELCON PROPERTIES (P) LTD acquired a piece and parcel of Land measuring 3.45 Acre appertaining to Plot NO: 195 and 200 of Mouza - Baragharia in the District of Darjeeling by virtue of Deed of sale executed by SRI ARUN KUMAR PRASAD and registered at the Office Additional District Sub-Registrar, Siliguri II at Bagdogra and recorded in Book No. I, being document No. 4010 for the year of 2005.

#### AND

WHEREAS vendor hereof SHELCON PROPERTIES (P) LTD. also acquired a piece and parcel of Land measuring 8.94 Acre appertaining to Plot NO. 196, 197, 198, 199, 238, 242 of MOuza - Baragharia in the District of Darjeeling by virtue of Deed of sale executed by SRI RAMESHWAR PRASAD & 5 OTHERS and registered at the Office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and recorded in Book No. I, being document No. 1669 for the year of 2006.

#### AND

WHEREAS vendor hereof SHELCON PROPERTIES (P) LTD also acquired a piece and parcel of Land measuring 85 decimal appertaining to Plot NO. Old 262 & 263 New 236 of Mouza - Baragharia in the District of Darjeeling by virtue of Deed of sale executed by SRI PATIRAM PRASAD alias PATIRAM PRASAD SHA and registered at the Office of the Additional District Sub-Registrar, Bagdogra recorded in Book No. I, being document No. 1670 for the year of 2006.

#### AND

WHEREAS vendor hereof SHELCON PROPERTIES (P) LTD also acquired all that piece and parcel of Land measuring 3.23 Acre in Plot NO. old 76 and 84 and new 201 and 238 of Mouza - Baragharia in the District of Darjeeling by virtue of Deed of sale executed by SRI BIRESH PRASAD and registered at the Office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and recorded in Book No. 1, being document No. 2574 for the year of 2006. .Cont. .....p/5

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#### AND

WHEREAS vendor hereof SHELCON PROPERTIES (P) LTD also acquired a piece and parcel of Land measuring 5.38 Acre appertaining to Plot NO. 190 of Mouza - Baragharia in the District of Darjeeling by virtue of Deed of sale executed by SRI BRIJKISHORE PRASAD and registered at the Office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and recorded in Book No. I, being document No. 3073 for the year of 2004.

#### AND

WHEREAS Vendor hereof duly mutated its name at the office of the B.L. & L.R.O. Shivmandir and name of the Vendor is duly recorded in new Khatian NO. 448 of Mouza - Baragharia in the District of Darjeeling in respect of the Land measuring 16.69 Acres.

#### AND

WHEREAS since purchase vendor hereof SHELCON PROPERTIES (P) LTD is/was in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendor become sole, absolute and exclusive owner-in-possession of the said land and has got right, title and interest having permanent heritable and transferable interest therein.

Cont. .....p/6

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AND

WHEREAS the First Party / Vendor being in need of fund for acquiring more profitable properties and for other purposes has in the Meeting of Board of Directors held on 17.01.2008 at the registered office of the Company unanimously resolved to sale the landed property more fully described in the schedule below and has appointed and authorized its Director SMT NANDINI RAHA to negotiate with the intended purchaser/s to look after the sale proceed and sign all necessary papers and do all acts, things necessary for the transfer of land in favour of the purchaser/s. And SMT NANDINI RAHA has for and on behalf of the Company offered for sale the land as fully described in the schedule below.

#### AND

WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 12,00,000/-(Rupees twelve Lakhs) only.

#### AND

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agree to sale the land fully described in the schedule below for Rs. 12,00,000/-(Rupees twelve Lakhs) only, free from all encumbrances whatsoever.

Cont. .......p/7



NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 12,00,000/-(Rupees twelve Lakhs) only, paid by Cash/Cheque/ Draft by the purchaser at the time and/or before the execution of these presents to the Vendor (the receipt whereof the vendor do hereby acknowledge and grand full discharge to the purchaser from payment thereof) the Vendor do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and make over Khas and physical possession thereof to the purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free form all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

AND the Vendor hereby covenanted with the purchaser that the interest which the vendor professes to transfer subsists and the Vendor has full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendor or any person claiming under it shall and will from time to time at all times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

Cont. .....p/8

IT is further covenanted that the land described in the schedule below is hold by the vendor has not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of those presents and in the event of discover of any such charge, whatsoever the vendor shall be liable to be dealt the case may be and shall also be liable to compensate the purchaser for any loss or injury consequence thereof.

THAT the Vendor further convenient that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due up to the date of these presents has been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THAT the Vendor further declares that the entire land forming subject matter of the present conveyance was in Khas and actual possession of the Vendor at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be these presents or any part thereof the Vendor shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be together with interest at the rate of 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

Cont. ......p/9

IT is hereby further declared by the Vendor that the Vendor has not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the vendor shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in

## SCHEDULE

All that piece and parcel of land measuring 1.11 (One point one one) Acre appertaining to and forming part of Plot No. R.S. NO. 67 (Six Seven), 68 (Six Eight), L.R. Plot NO. 189 (One Eight Nine), 190 (One Nine Zero) of Sheet NO. 1 (one) recorded in Khatian No. 448 (four four eight) and 27 (two seven) of Mouza - Baragharia, J.L. NO. 82 (eight two) Pargana - Patharghata, P.S. Matigara in the District of Darjeeling.

Land as mentioned above hereby sold by the Vendor is delineated by red border and marked by Ward "I" in the plan annexed herewith and the said land is butted and bounded as follows: BY THE NORTH :

LAND OF PLOT NO. 64,

BY THE SOUTH : LAND OF VENDOR SOLD TO PURCHASER &

BY THE EAST : LAND OF VENDOR SOLD TO PURCHASER,

BY THE WEST : NALA,

Cont. .....p/10

INWITNESS WHEREOF the Vendor does hereunto set her hands on this Indenture on the Day, Month and Year first above written.

WITNESSES: -

1. Subrah Chelkrosonh

SID S.R. Chelkrosonh The contents of this
South Bharod Nasa documents have been gone
Siliqual - 734004 through and understood
personally by the Vendor
& Purchaser.

2. अभीरी सहकी असाध्य काट किलीअड़ी

A GENERAL C

For SHELCON PROPERTIES PYT. LTD. Nandi mi Roha

VENDOR

Drafted by me and printed at my office.

Rajesh Kumar Agarwal Advocate / Siliguri Reg. No.WB/73 /97

#### MEMO OF RECEIPT

Rs. 12,00,000/-

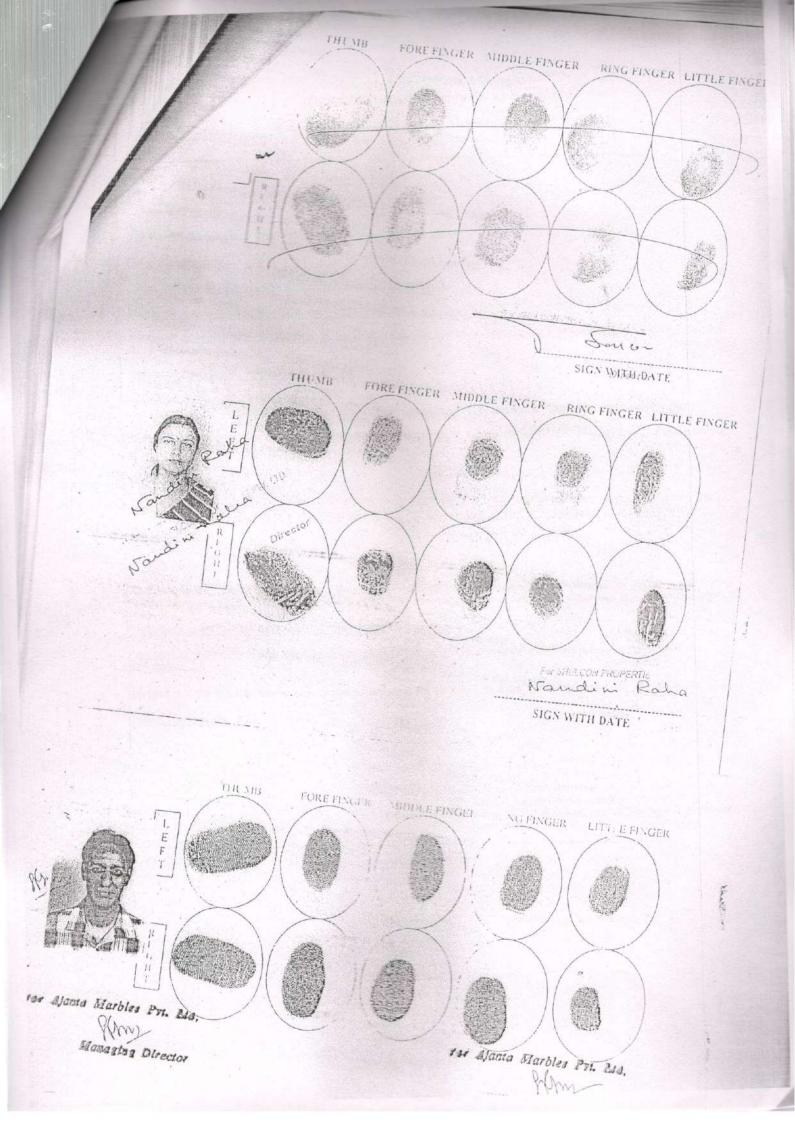
RECEIVED of and from the within named PURCHASER Rs. 12,00,000/- (Rupees twelve Lakhs) only by within named VENDOR the within sum of Rs. 12,00,000/- (Rupees twelve Lakhs) only paid by the PURCHASER to the VENDOR by Cash/Cheque/Draft in respect of the property conveyed herein.

#### MEMO OF CONSIDERATION

NAME OF BANK CHEQUE/DRAFT NO. DATE

ORIENTAL BANK OF COMMERCE, 424195 25.6.2007
ANDHARI BRANCH
MUMBAI 378526 23.10.2007

Nandini Roha



#### Government Of West Bengal Office of the ADSR Siliguri-II at Bagdogra BAGDOGRA

Endorsement For deed Number :1-02294 of :2008 (Serial No. 00810, 2008)

#### 1/01/2008

#### ayment of Fees:

Fee Paid in rupees under article : A(1) = 13189/on:21/01/2008

#### Deficit stamp duty

Deficit stamp duty: Rs 55000/- is paid, recieved on :21/01/2008.

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

Presented for registration at 17.07 on :21/01/2008 at the Office of the ADSR Siliguri-II at Bagdogra by Nandini

### Admission of Execution(Under Section 58)

Execution is admitted on :21/01/2008 by

1. Nandini Raha, Director, Shelcon Propertes Private Limited, Hill Cart Road., Siliguri, Dist. - Darjeeling, Dist. -Darjeeling, profession :Business

Identified By Ameri Sahani, daughter of Ram Surat Sahani Prakash Nagar, Siliguri P. O.- Siliguri Dist. - Darjeeling Thana:

Name of the Registering officer : Subhas Chandra Sarkar Designation : A.D.S.R. Siliguri-II at Bagdogra

#### On 16/05/2008

#### Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 23 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

### Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-2490000/-

Certified that the required stamp duty of this document is Rs 124500 /- and the Stamp duty paid as: Impresive Rs-5000

#### Deficit stamp duty

[Subhas Chandra Sprkar] A.D.S.R. Siliguri-II at Bagdogra Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra

Govt. of West Bengal

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## Government Of West Bengal Office of the ADSR Siliguri-II at Bagdogra BAGDOGRA

Endorsement For deed Number :1-02294 of :2008 (Serial No. 00810, 2008)

Deficit stamp duty: Rs 64500/- is paid by the draft no. :945690, Draft date:17/04/2008, Bank name:STATE BANK OF INDIA, Sakinaka(mumbai), recieved on :16/05/2008.

#### Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees: A(1) = 14190/- on: 16/05/2008.

Name of the Registering officer : Subhas Chandra Sarkar Designation : A.D.S.R. Siliguri-II at Bagdogra

[Subhas-Chandra Sarkar]
A.D.S.R. Siliguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Govt. of West Bengal

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