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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

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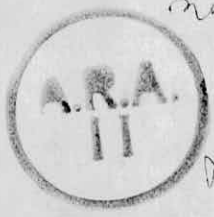
ONE THOUSAND RUPEES

Rs.1000

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

23, 52 A 624894



1880 - 4 60/47/ 20/16-10/8

24 30.12-88

M.v 32,96,96/-

213241
209892

618102
कमरा 50 + 40228/-

16902/-

8102

CONVEYANCE

1. Date: 8-10-07
7th March, 2007

2. Place: Kolkata

3. Parties:

3.1 Messieurs Salasar Builders & Developers, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 3rd Floor, Hunaman Tower, Joymoti Road, Athgaon, Guwahati 1, Assam and Branch Office at 20/IV Motilal Basak Lane, Kolkata-700054 (Vendor, includes successors-in-interest)

A - 19349-
E - 7-
9 - 55-
20 - 25-
20 - 4-
19440-

19349

5/2/08

17.60.04

19349
55
28
4
9440

440 Buy

70-250-
72-x

150638

6 MAR 2007

Held to SAHA & RAY
Advocates
Addressed 3A11, 3rd Floor, Hastings Chambers
7C, Kisan Shankar Roy Road
Kolkata - 700001.

5 x 1000 = 5000/-

1000/-

L. S. VEDAR,
SICR 2011-2012

5-40 PM.

7C

March of
N.K. Lunge

The claimant of 7C K.S. Roy Rd.
Kolkata.

N.K. Keneval

9/3/07

Salasar Builders & developers

Ashok Kumar Agarwal

Partner

Salasar Builders & developers

Prem Lata Agarwal

Partner

r.i./T.I s dispensed with

ARA II

Kamalendu Gupta
S/o Late Amarendu Gupta

Gardm,

Kol - 700136

Business

Ashok Kumar Agarwal +
Prem Lata Agarwal both
Partners for Salasar
Builders & developers
having its Regd. office at
3rd floor, Hungman Tower,
Jyoti Road, Aliganj,
Gurukul 1, Assam Branch
office at 20/14 Meli Lal Bazar
Ker, Kol-54

Kamalendu Gupta
S/o Late Amarendu
Gupta of Gardm
Kol - 700136
Business

9/3/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 624895

And

- 3.2 **Lotus Commo Trade Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

150639

6 MAR 2007

Sold to SAHA & RAY
Advocates
Addressed 3A/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001.

5x1000 = 5000/-

L. I. WIPDA,
USE COPY - ALL





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 624896

- 3.3 **Rectangle Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

150638

6 MAR 2007

No. ~~100~~
Sold to SAHA & RAY
Advocates
Address 3rd Floor, Hastings Chambers
307, King Shankar Roy Road
Kolkata - 700001

5 x 1000 = 5000/-

L. S. VERMA,
HIGH COURT - ALL



REGISTRAR OF COMPANIES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 624897

3.4 **Kiran Trade Comm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 624898

3.5 **Kolkata TradeComm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

- 3.6 **Kolkata Barter Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.7 **Fusion Deal Com Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.8 **Rose Valley Tie-Up Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.9 **Usha Kiran Commo Trade Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 27.2 (twenty seven point two) decimal out of 76 (seventy six) decimal, more or less, contained in R.S/L.R *Dag* No.496, recorded in L.R. *Khatian* Nos.148, 54, 99 and 182, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below **Together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance (**Said Property**).

5. Background, Representations, Warranties and Covenants:

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 **Sale of Said Property to the Vendor:** By a Deed of Conveyance dated 5th October 2005, registered in the office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, Volume No. 31, Pages 46 to 68, Being No. 00477 for the year 2006, Rina Rahut and Nripendra Kumar Rahut conveyed and transferred all their right, title and interest in *inter alia* the Said Property to and in favour of the Vendor herein, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.



~~THE REGISTRAR OF ASSURANCES~~

- 5.2.2 **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.
- 5.2.3 **No Encumbrance by Act of Vendor:** 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, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* 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 or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. **Basic Understanding:**

- 6.1 **Agreement to Sell and Purchase:** The Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, based on the representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendor.

7. **Transfer:**

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of its right title and interest of whatsoever or howsoever nature in the Said Property, being the *sali* (agricultural) land measuring 27.2 (twenty seven point two)



decimal out of 76 (seventy six) decimal, more or less, contained in R.S/L.R *Dag* No.496, recorded in L.R. *Khatian* Nos.148, 54, 99 and 182, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below **Together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.17,60,000/- (Rupees seventeen lac and sixty thousand) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer:

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*s, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* 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 or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** indemnification by the Vendor about the correctness of its title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at its own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

8.2.2 **Transfer of Property Act:** all obligation and duty of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.

8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.



- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and their assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof 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 Purchasers, 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 therein from under or in trust from the Vendor.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under him in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and its assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, 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 Said Property.

Schedule
(Said Property)

Sali (agricultural) land measuring 27.2 (twenty seven point two) decimal out of 76 (seventy six) decimal, more or less, contained in R.S/L.R *Dag* No.496, recorded in L.R. *Khatian* Nos.148, 54, 99 and 182, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and the said *Dag* being butted and bounded as follows:

On the North	: By R.S/L.R <i>Dag</i> No. 496(P)
On the East	: By R.S/L.R <i>Dag</i> No. 496(P)
On the South	: By R.S/L.R <i>Dag</i> No. 496(P)
On the West	: By R.S/L.R <i>Dag</i> No. 496(P)

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.



~~THE REGISTRAR OF THE INDIAN REVENUE DEPARTMENT~~

9. Execution and Delivery:

9.1 **In Witness Whereof** the Vendor has executed and delivered this Conveyance on the date mentioned above.

For Salasar Builders & Developers

Reem Lata Agarwal

Partner

For Salasar Builders & Developers

Ashok Kumar Agarwal

Partner

[Vendor]

Witnesses:

Signature *Kamalendra Gupta*
Name *Kamalendra Gupta*
Father's Name *Late Angalendra Gupta*
Address *Basahi, K-1-700136*

Signature *Suresh Chandra*
Name *Suresh Chandra*
Father's Name *K. N. Chandra*
Address *Khari Pokh*
1202 - 136



Registrar of Assurances

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.17,60,000/- (Rupees seventeen lac and sixty thousand) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Cheque No. 603037	02.02.2007	Vijaya Bank, Brabourne Road Branch, Kolkata	14,00,000/-
Cash (Crop Lose)			3,60,000/-

For Salasar Builders & Developers

Paam Lata Agarwal

Partner

For Salasar Builders & Developers

Ashok Kumar Agarwal

Partner

[Vendor]

Witnesses:

Signature *Kamalendra Gupta*

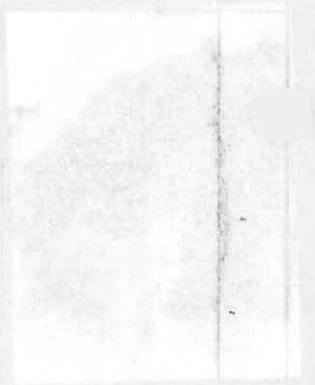
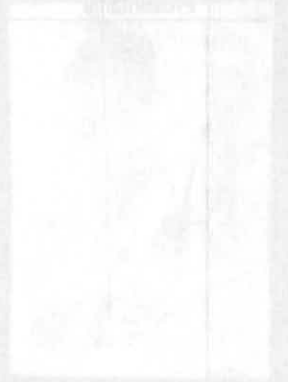
Name *Kamalendra Gupta*

Signature *Suresh Chandra*

Name *Suresh Chandra*



~~REGISTRAR OF COMPANIES~~
~~INDIA~~



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Representative
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N.K. Jaiswal

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Ashok Kumar Agarwal

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Preeti Lata Agarwal

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

11/18
8773
2007

DATED 7th DAY OF March, 2007

Between

Salasar Builders & Developers
... Vendor

And

Lotus Commo Trade Private Limited & Ors.
... Purchasers



11/20/07



CONVEYANCE

R.S./L.R Dag No. 496
Mouza Salua
District North 24 Parganas



Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001