

145 13892/012

Page - 107
3.7.12

14940/12

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

13AA 576870



Certified that the Document is registered & the Registration fee and endorsement sheet attached to it are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

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15/150

CONVEYANCE

Date: 29th November, 2012

Place: Kolkata

Parties:

1. Bimal Krishna Saha, son of Kanai Lal Saha, residing at 46A, Sovabazar Street, Kolkata-700005, Police Station Jorabagan

2. Akhil Chandra Saha, son of Kanai Lal Saha, residing at 46A, Sovabazar Street, Kolkata-700005, Police Station Jorabagan
(collectively Vendors, includes successors-in-interest)

[Handwritten notes and signatures]
30/11/12
1374
Additional Registrar of Assurances II
Kolkata

[Handwritten notes and signatures]
3807/4
24
9/14

45719

09 NOV 2012

Sl. No. _____ DATE _____

NAME _____

ADD _____

AMT _____

Sujata Ghosh
Advocate
High Court Calcutta

Vijay Kumar
e-8120

For UPPERSTAR NIPUN PRIVATE LIMITED
For UPPERSTAR HRISE PRIVATE LIMITED
For UPPERSTAR POLYMER PRIVATE LIMITED

Ground Vinmay Pvt. Ltd.

Vijay Kumar
e-8121
#Kishor Chandray Saha.

Robert
MOUSTAFI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

Bimal Krishna Saha
e-8122

Bimal Krishna Saha.

S

Identified by
Sujata Ghosh, Advocate
High Court at Calcutta

ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
29 NOV 2012





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

Endorsement For Deed Number : I - 14940 of 2012
(Serial No. 13892 of 2012)

On 29/11/2012

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

Presented for registration at 15.52 hrs on :29/11/2012, at the Private residence by Dilip Kumar Dhandhanian, Claimant.

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

Execution is admitted on 29/11/2012 by

1. Bimal Krishna Saha, son of Kanai Lal Saha , 46 A, Sova Bazar Street, Kol, Thana:-Jorabagan, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700005, By Caste Hindu, By Profession : Others

2. Akhil Chandra Saha, son of Kanai Lal Saha , 46 A, Sova Bazar Street, Kol, Thana:-Jorabagan, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700005, By Caste Hindu, By Profession : Others

3. Dilip Kumar Dhandhanian
Authorised Signatory, Upperstar Hirise Pvt Ltd, Ground Floor, 11, Crooked Lane, Kol, Thana:-Hare Street P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.

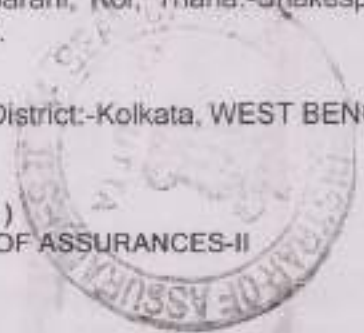
Authorised Signatory, Upperstar Nirman Pvt Ltd, Ground Floor, 11, Crooked Lane, Kol, Thana:-Hare Street P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.

Authorised Signatory, Orotund Tradecom Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Saran , P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.

Authorised Signatory, Orotund Vinimay Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Saran , P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Others

Identified By Sujata Ghosh, daughter of - , High Court Cal, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



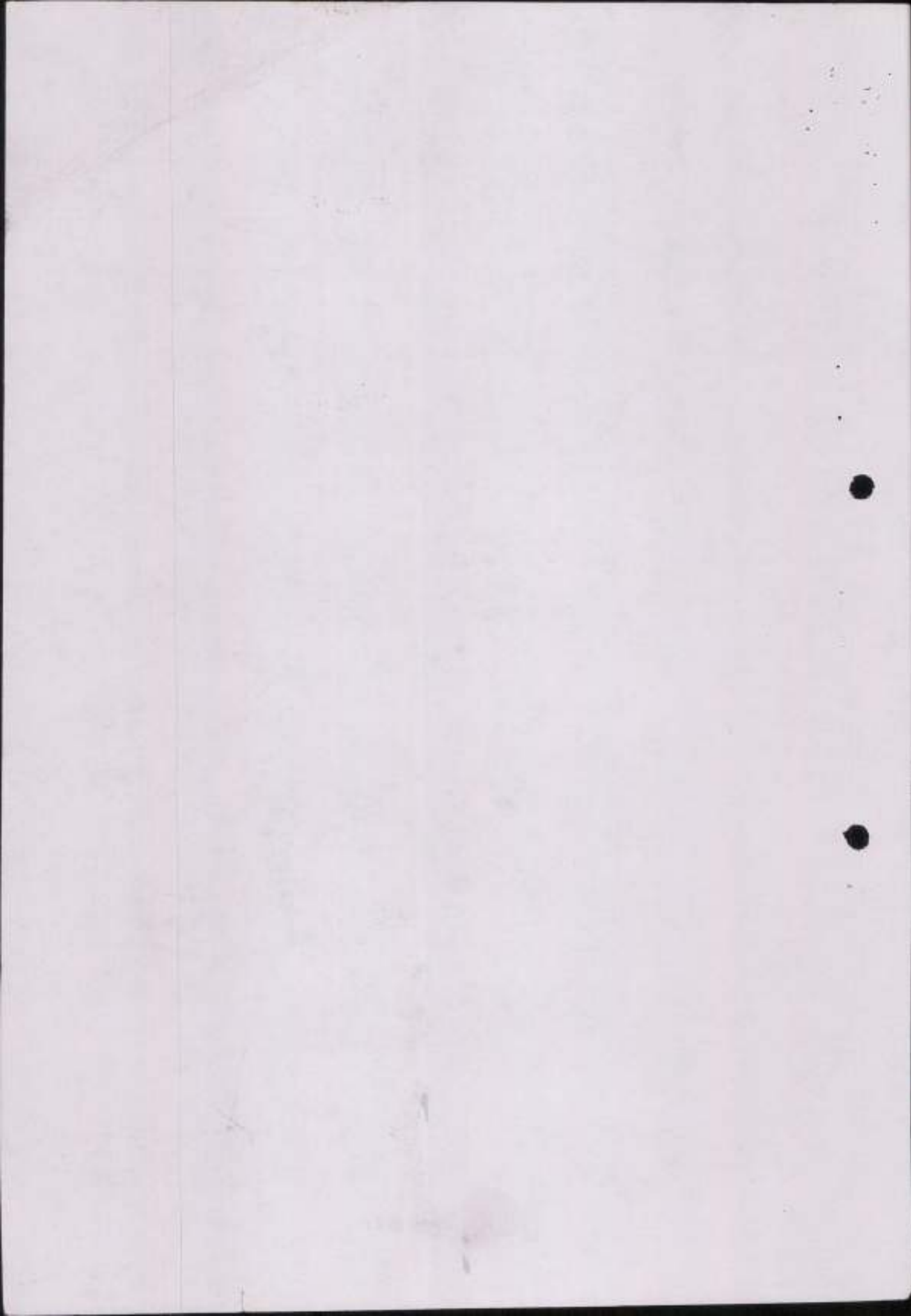
On 30/11/2012

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.-13,74,545/-

Certified that the required stamp duty of this document is Rs.- 82493 /- and the Stamp duty paid as: Impresive Rs.- 20/-

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II





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

Endorsement For Deed Number : I - 14940 of 2012
(Serial No. 13892 of 2012)

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 06/12/2012

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 Act 1899.

Payment of Fees:

Amount by Draft

1. Rs. 14480/- is paid , by the draft number 667490, Draft Date 22/11/2012, Bank Name State Bank of India, ESPLANADE, received on 06/12/2012
2. Rs. 760/- is paid , by the draft number 668223, Draft Date 03/12/2012, Bank Name State Bank of India, ESPLANADE, received on 06/12/2012

(Under Article : A(1) = 15114/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- , Excess amount = 28/- or 06/12/2012)

Deficit stamp duty

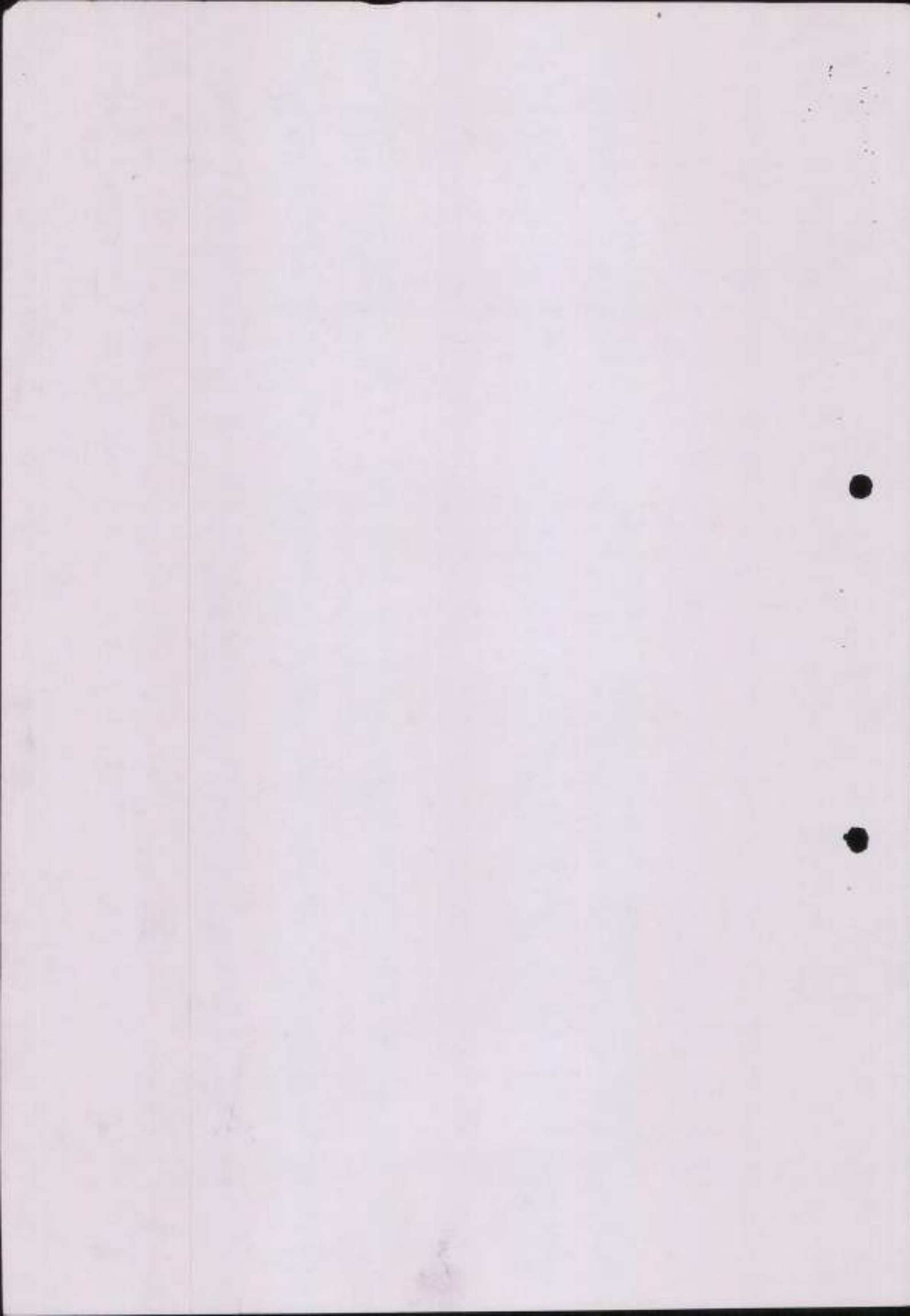
Deficit stamp duty

1. Rs. 4150/- is paid , by the draft number 668222, Draft Date 03/12/2012, Bank : State Bank of India ESPLANADE, received on 06/12/2012
2. Rs. 78390/- is paid , by the draft number 667491, Draft Date 22/11/2012, Bank : State Bank of India ESPLANADE, received on 06/12/2012

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



And

- 3.3 Upperstar Hirise Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, (PAN AABCU4833F)
- 3.4 Upperstar Nirman Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, (PAN AABCU4830G)
- 3.5 Orotund Tradecomm Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, (PAN AABCO6994K)
- 3.6 Orotund Vinimay Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, (PAN AABCO6999E)
(collectively Purchasers, includes successors-in-interest).

Vendors and Purchasers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance
- 4.1 Said Property: *Sali* land measuring 3.78 (three point seven eight) decimal, equivalent to 2 (two) *cottah* & (four) *chittack* and 27 (twenty seven) square feet, comprised in R.S./L.R. *Dag* No. 497, recorded in R.S. *Khatian* No. 256, *Mouza* Salua, J.L. No. 3, Police Station Airport, within Ward No. 4 of Rajarhat-Gopalpur Municipality, District North 24 Parganas (Said Property) more fully described in the Schedule below together with 12' feet common passage and together with all title, benefits, easement, authorities, claims demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
5. Background, Representations, Warranties and Covenants

ADDITIONAL REGISTRAR
OF ASSURANCE COLLECTOR
29 NOV 2012



- 5.1 Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 Sale to Kamala Rani Saha: By a Deed of Conveyance dated 27th June, 1984, registered in the Office of the District Registrar, Barasat, North 24 Parganas, in Book No. I, Volume No. 13, at Pages to 39, being Deed No. 2255, Kalipada Saha, Nil Ratan Saha, Jiban Krishna Saha, Dipti Saha, Sudip Saha, Pradip Saha and Poli Rani Saha sold the entirety of the Said Property to the Kamala Rani Saha.
- 5.1.2 Sale to Vendors: By a Deed of Conveyance dated 5th June, 1990, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 94, at Pages 407 to 416, being Deed No. 4263 for the year 1990, Kamala Rani Saha sold the Said Property, to Vendors.
- 5.1.3 Record of Rights: The Vendors recorded their names in the records of Block Land and Land Reform office and also in the records of Rajarhat Gopalpur Municipality.
- 5.1.4 Absolute Ownership: By virtue of aforesaid purchase and record the Vendors has become the owner of the Said Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendors do 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 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have 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 Vendors have 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 dues from the Vendors.

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OFFICE OF THE REGISTRAR OF COMPANIES
KOLKATA
29 NOV 2012



- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/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 Vendors 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 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, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchasers is that the Vendors shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession.

7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being *sali* land measuring 3.78 (three point seven eight) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 27 (twenty seven) square feet, comprised in R.S./L.R. *Dig* No. 497, recorded in R.S. *Khatian* No. 256, *Mouza* Salua, J.L. No. 3, Police Station Airport, within Ward No. 4 of Rajarhat-Gopalpur Municipality, District North 24 Parganas, together with 12' feet common passage and together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 ***Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.10,00,000/- (Rupees ten lac) paid by the Purchasers to the Vendors,

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ADDITIONAL REGISTRAR
OF ASSAM AND NEPAL
29 NOV 2012



receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

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, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.

8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have 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: express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid.

8.2.2 Transfer of Property Act: all obligations and duties 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 Vendors 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,

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
29 NOV 2012



in respect of which demand has been made and is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchasers and the Purchasers' 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 **No Objection to Mutation:** The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Vendors and empower and authorize 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 Vendors undertake 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.
- 8.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or Purchasers' 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 land measuring 3.78 (three point seven eight) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 27 (twenty seven) square feet, comprised in R.S./L.R. *Dag* No. 497, recorded in K.S. *Khatian* No. 256, *Mouza* Salua, J.L. No. 3, Police Station Airport, within Ward No. 4 of Rajarhat-Gopapur Municipality, District North 24 Parganas, demarcated on the Plan annexed hereto and bordered in colour Red thereon and is butted and bounded as follows:

- | | |
|--------------|------------------------------|
| On the North | : By R.S. <i>Dag</i> No. 498 |
| On the East | : By R.S. <i>Dag</i> No. 497 |
| On the South | : By 12' Common Passage |

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ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
29 NOV 2012



3. Execution and Delivery

3.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Bimal Krishna Saha

(Bimal Krishna Saha)

Akhil Chandra Saha

(Akhil Chandra Saha)

[Vendors]

Dilip Kumar Dhandhan

(Dilip Kumar Dhandhan)

Authorised Signatory

[Upperstar Hirise Private Limited, Upperstar Nirman Private Limited, Orotund
Tradecomm Private Limited and Orotund Vinimay Private Limited]

[Purchaser]

Witnesses:

Signature

Syaba

Name

Syaba Ghosh Advocate

Father's Name

High Court at Calcutta

Address

Signature

Niteshwar Shukla

Name

Niteshwar Shukla

Father's Name

B. K. Shukla

Address

2A-289, Salt Lake City

Kol-97

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ADDITIONAL
OF ASSURANCE
29 NOV 2012



On the West : By R.S. *Dag* No. 497

Together with 12' feet common passage and all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
29 NOV 2012



Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs 10,00,000/- (Rupees ten lac) 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./-)	Favoring
Demand Draft No. 180281	21.11.12	Vijaya Bank	5,00,000/-	Bimal Krishna Saha
Demand Draft No. 180280	21.11.12	Vijaya Bank	5,00,000/-	Akhil Chandra Saha
		Total	10,00,000/-	

Bimal Krishna Saha

(Bimal Krishna Saha)

Akhil Chandra Saha

(Akhil Chandra Saha)

[Vendors]

Drafted by

Sujata Ghosh

Sujata Ghosh

Advocate

High Court at Calcutta

Witnesses:

Signature

Sujata Ghosh

Signature

Niteshwar Shukla

Name

Sujata Ghosh

Name

Niteshwar Shukla

ADDITIONAL REGISTRAR
OF ASSURANCES-41, KOLKATA
29 NOV 2012



R. S. DAG NO. 497 -----, MOUZA SALUA, J. L. NO.3
DISTRICT NORTH 24 PARGANAS

N



2K - 4ch - 27 Sqft = 3.78 decimal

499

490

490

490

497

497

497

497

549

12 FEET WIDE COMMON ROAD

Bimal Krishna Saha.
Achal chandra Saha.

(VENDOR)

For UPPERSTAR HARISE PRIVATE LIMITED

For UPPERSTAR NIRMAN PRIVATE LIMITED

PROTECH TRANSCOMM PVT. LTD.

Oriond Valley Pvt. Ltd.


Director / Authorized Signatory


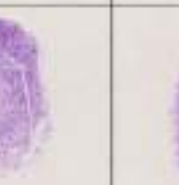




(PURCHASER)

✓

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
29 NOV 2012



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Arshad Khan</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Arshad Khan</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	 <i>Arshad Khan</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Arshad Khan</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	 <i>Arshad Khan</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little

ADDL REGISTRAR
OF ASSURANCE-II, KOLKATA
29 NOV 2012



Dated 29th Day of November, 2012

Between

Bimal Krishna Saha & Ors.

... Vendors

And

Upperstar Hirise Private Limited & Ors.

... Purchasers

CONVEYANCE

3.78 decimal
R.S. Dag No. 497
Mouza Salua
District North 24 Parganas

Bhattacharjee Sur & Associates

1A-280, Sector - III
Salt Lake City
Kolkata-700091

