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Stamp: 25-5-07

CONVEYANCE

1. Date: 2nd April 2007
2. Place: Kolkata
3. Parties:
  - 3.1 Sushama Das, wife of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas

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27 MAR 2007

To .....  
Sold to ..... **SAHA & RAY** .....  
Addressed ..... **26, Kany Shanta, Bar, Road** .....  
Kolkata - 700 001

8-15 pm

**L. I. VERMA,**  
**NOT COURT OFFICER**

and  
by Rajeev Ganeshwale

Rajeev Ganeshwale The Plaintiff

2/4/07

Amal Kumar Das.

Bimal Das.

Kamal Kumar Das

Sandhya Das



Sandhya Das alias

Sima Tabadar

Jabbar Tarafdar

Amal Kumar Das of late Sima  
Das + Bimal Kumar Das  
+ Kamal Kumar Das + Sandhya  
Das all sons of late Sima  
Das + Sandhya Das @ Sima  
Tabadar of late Sima Das  
also Malay Tabadar at all-  
Sama P.S. District, Dist  
North 24 P.S.

Jabbar Tarafdar  
of late Abdul Rahman  
Tarafdar of village  
Kurbafare no. 134  
District.

2/4/07

- 3.2 **Amal Kumar Das**, son of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas
- 3.3 **Bimal Kumar Das**, son of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas
- 3.4 **Kamal Kumar Das**, son of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas
- 3.5 **Indrajit Das**, son of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas
- 3.6 **Sandhya Das** alias **Sima Tapadar**, daughter of Late Sukumar Das and wife of Maloy Tapadar, residing at 34D, Simla Road, Police Station Manicktala, Kolkata-700006
- 3.7 **Tripti Chandra**, daughter of Late Sukumar Das and wife of Chandan Kishore Chandra, residing at Village Salua, Police Station Airport, District North 24 Parganas
- 3.8 **Shanti Das**, daughter of Late Sukumar Das, residing at Village Salua, Police Station Airport, District North 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

**And**

- 3.9 **Winzer Commodities Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.10 **Manorath Commodial Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.11 **Ganga Tradecomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.12 **Navin Advisory Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.13 **Tanushka Consultancy Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.14 **Sunview Commotrade Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.15 **Dream Light Tie Up Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

Shanti Das.

Tupli Chandra.

স্বাক্ষর



Jahar Tarafdar

শ্রী আব্দুল রহমান তারফদার

Algham Pustak Parva.

Kolkata - 700 136.

Source

B.F.

shanti das s/o late Suram  
Das + Tupli Chandra are  
Chandra Ashore Chandra  
+ Sushama Das are late  
Suram's s/o Ashore. Salua  
P.S. Airport, Dist. north 24-  
Pgs.

2/4/07

- 3.6 **Dreamlight Dealcomm 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).

Vendors 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 3.44 (three point four four) decimal, more or less, contained in R.S/L.R *Dag* No. 498, recorded in R.S/L.R. *Kri Khatian* No. 14, *Mauza* Salua, J.L. No. 3, Police Station Air Port, 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 Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 **Sale to Sukumar Das:** By a Conveyance dated 21<sup>st</sup> September, 1993 registered in the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) in Book No. 1, Volume No.159, Pages 79 to 88, Being No.7432 for the year 1993, Prabhat Kanti Shome sold, conveyed and transferred all his right, title and interest in the Said Property to and in favour of Sukumar Das, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Ownership of Sukumar Das:** In the abovementioned circumstances, Sukumar Das became the absolute owner of the Said Property.
- 5.1.3 **Demise of Sukumar Das:** Sukumar Das, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 31<sup>st</sup> December, 2006, leaving behind him surviving his wife, namely Sushama Das, 4 (four) sons, namely Amal Kumar Das, Bimal Kumar Das, Kamal Kumar Das, Indrajit Das and 3 (three) daughters, namely Sandhya Das alias Sima Tapadar, Tripti Chandra and Shanti Das, the Vendors herein, as his only legal heirs and heiresses as confirmed by the Office of the Rajarhat-Gopalpur Municipality, Raghunathpur, Kolkata-700059 dated 15<sup>th</sup> March, 2007, who collectively inherited the Said Property, jointly and in equal shares, absolutely and forever.
- 5.1.4 **Absolute Ownership of the Said Property by Vendors:** In the abovementioned circumstances, the Vendors have become the joint and absolute owners of the Said Property, each of the Vendors having 1/8<sup>th</sup> (one eighth) share therein.
- 5.1.5 **True and Correct Representations:** The Vendors are the absolute and undisputed owners of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:



2  
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- 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 the Municipal Authority or Government or any 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.
- 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 taxes from the Vendors.
- 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 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 now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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. **Agreement to Sell and Purchase:** The Vendors have approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Property from the Vendors.



*[Handwritten signature]*  
**Minister of Education**  
**Assam**

## 7. **Transfer:**

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of their right title and interest of whatsoever or howsoever nature in the Said Property, being *sah* (agricultural) land measuring 3.44 (three point four four) decimal, more or less, contained in R.S/L.R. *Dag* No. 498, recorded in R.S/L.R. *Kri Khatian* No. 14, *Mouza* Saha, J.L. No. 3, Police Station Air Port, 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.7,29,000/- (Rupees seven lac and twenty nine thousand) paid by the Purchasers to the Vendors, 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:
- E.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- E.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, *debtors*, 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.
- 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.
- E.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- E.2.1 **Indemnification:** indemnification by the Vendors about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors about the correctness of the Vendors' title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- E.2.2 **Transfer of Property Act:** all obligation and duty of vendors and vendees 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, whether as yet



Registrar of Assurances  
Calcutta

demande or not, 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 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 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 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under them in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and their 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 Vendors or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendors declare that the Purchasers are fully entitled to mutate their 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 attorney 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.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under them, 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)**

*Sah* (agricultural) land measuring 3.44 (three point four four) decimal, more or less, contained in R.S/L.R. *Dag* No. 498, recorded in R.S/L.R. *Kiri Khatian* No. 14, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhanagar, District North 24 Parganas and the said *Dag* is butted and bounded as follows:

<b>On the North</b>	: By R.S/L.R. <i>Dag</i> Nos. 500 and 501
<b>On the East</b>	: By R.S/L.R. <i>Dag</i> Nos. 548 and 549
<b>On the South</b>	: By R.S/L.R. <i>Dag</i> No. 497
<b>On the West</b>	: By R.S/L.R. <i>Dag</i> No. 499

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



REGISTRAR OF ASSURANCES  
LICUTIA

## 9. Execution and Delivery:

9.1 In Witness Whereof the Vendors have executed and delivered this Conveyance on the date mentioned above.

Sushama Das  
(Sushama Das)

Amal Kumar Das  
(Amal Kumar Das)

Bimal Das  
(Bimal Kumar Das)

Kamal Kumar Das  
(Kamal Kumar Das)

Indrajit Das  
(Indrajit Das)

Sandhya Das alias Sima Tarafdar  
(Sandhya Das)

Tripti Chandra  
(Tripti Chandra)

Shanti Das  
(Shanti Das)

[Vendors]

## Witnesses:

Signature Jabbar Tarafdar Signature Debu Bose

Name JABBAR TARAFDAR Name DEBU BOSE

Father's Name Abdul Rahaman Tarafdar Father's Name Mihir Bose

Address Atghara Purba Para Address Salua Azad Hind  
Kolkata - 700 686 Gardi, Kolkata. 700 136

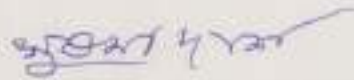


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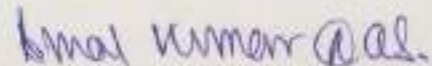
### Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.7,29,000/- (Rupees seven lac and twenty nine thousand) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

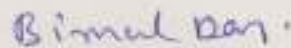
Mode	Date	Amount (Rs.)	Bank	Favouring
Bank Draft No.469102	27.3.2007	2,50,000/-	Vijaya Bank	Amal Das
Bank Draft No.469104	27.3.2007	2,50,000/-	Vijaya Bank	Bimal Das
Cash	27.3.2007	38,170/-	-	Sushama Das
Cash	27.3.2007	38,166/-	-	Kamal Das
Cash	27.3.2007	38,166/-	-	Indrajit Das
Cash	27.3.2007	38,166/-	-	Sandhya Das
Cash	27.3.2007	38,166/-	-	Tripti Chandra
Cash	27.3.2007	38,166/-	-	Shanti Das



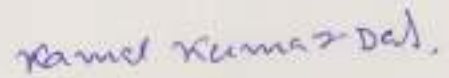
(Sushama Das)



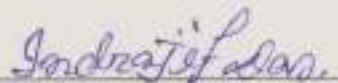
(Amal Kumar Das)



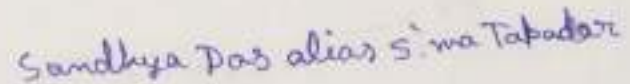
(Bimal Kumar Das)



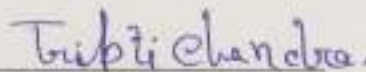
(Kamal Kumar Das)



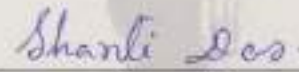
(Indrajit Das)



(Sandhya Das)



(Tripti Chandra)



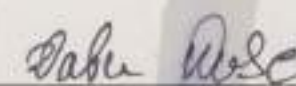
(Shanti Das)

[Vendors]

**Witnesses:**

Signature 

Name \_\_\_\_\_

Signature 

Name \_\_\_\_\_



✓  
[Redacted text]

# SPECIMEN FORM TEN FINGER PRINTS

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



~~Department of Land Revenue~~

# SPECIMEN FORM TEN FINGER PRINTS

S. No	Signature of the executants and/or purchaser Presentants
-------	--

	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
Bimal Das	 Thumb	 Fore	 Middle	 Ring	 Little
(Right Hand)					
	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
Mahesh Kumar Das	 Thumb	 Fore	 Middle	 Ring	 Little
(Right Hand)					
	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
Anjali Das	 Thumb	 Fore	 Middle	 Ring	 Little
(Right Hand)					



## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	Sandhya Das alias Sima Tapadar					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	Triplichandra					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	Shanti Das					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



✓

THE OFFICE OF THE REGISTRAR GENERAL  
STATE OF NEW YORK



