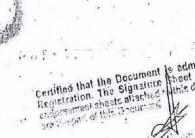


पश्चिम बंगाल

12AA 538627

Additional Registrat of Assurance II. 3/76/12



CONVEYANCE

Date: 28th September, 2012

Place: Kolkata

Parties:

1.

2.

3.

3.1

Rajarhat Builders Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur, represented by its director Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur (PAN AADCB0251E) (Vendor, includes successors-in-interest)



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

# Endorsement For Deed Number: I - 13645 of 2012 (Serial No. 11578 of 2012)

On

Payment of Fees:

On 28/09/2012

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

Presented for registration at 21.27 hrs on :28/09/2012, at the Private residence by Amit Sarda, one of the Claimants.

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

Execution is admitted on 28/09/2012 by

- Vivek Kumar Kathotia
   Director, Rajarhat Builders Pvt Ltd, 7/1 A, Hazra Road, Kol, Thana:-Bhawanipore, P.O. : ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700026.

   By Profession: Others
- Amit Sarda
   Director, Dhanishta Apartments Pvt Ltd, 7, Chittaranjan Avenue, Kol, Thana:-Bowbazar, P.O.;
   District:-Kolkata, WEST BENGAL, India, Pin:-700072.

   By Profession: Business
- Dilip Kumar Dhandhania
   Authorised Signatory, Kritartha Real Estate Pvt Ltd, 7, Chittaranjan Avenue, Kol, Thana:-Bowbazar, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700072.
   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 01/10/2012

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.-49,19,273/-

Certified that the required stamp duty of this document is Rs.- 344369 /- and the Stamp duty paid as: Impresive Rs.- 20/-

On 03/11/2012

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

Carlotte in Santagion

(Bulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

03/11/2012 13:09:00



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

## Endorsement For Deed Number: I - 13645 of 2012 (Serial No. 11578 of 2012)

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 Cash

Rs. 0.00/-, on 03/11/2012

Amount by Draft

Rs. 54207/- is paid, by the draft number 664526, Draft Date 27/09/2012, Bank Name State Bank of India, ESPLANADE, received on 03/11/2012

( Under Article : A(1) = 54109/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/11/2012 )

#### Deficit stamp duty

Deficit stamp duty Rs. 344410/- is paid66453727/09/2012State Bank of India, ESPLANADE, received on 03/11/2012

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

Dulal chandraSaha )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

#### And

- Dhanishta Apartments Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7, Chittaranjan Avenue, Kolkata-700072, Police Station Bowbazar, being represented by its Director Amit Sarda, son of Jugal Kishore Sarda, of 7, Chittaranjan Avenue, Kolkata-700072, Police Station Bowbazar (PAN AADCD4160C)
- Kritartha Real Estate Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7, Chittaranjan Avenue, Kolkata-700072, Police Station Bowbazar, being represented by its Authorised Signatory Dilip Kumar Dhandhania, son of Late Satayanarayan Dhandhania, of 7, Chittaranjan Avenue, Kolkata-700072, Police Station Bowbazar (PAN AADCK9147L)

  (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

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- Said Property: Sali land measuring 14.245 (fourteen point two four five) decimal, equivalent to 8 (eight) cottah 9 (nine) chittack and 40 (forty) square feet, more or less, comprised in R.S./L.R. Dag No. 525, recorded in R.S. Khatian No. 249 corresponding L.R. Khatian No. 1105, Mouza Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat-Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas (Said Property) morefully described in the Schedule below, delineated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appur enances and inheritances for access and user thereof, free from all cocumbrances.
- 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 Ownership of Santi Kumar Chatterjee: Santi Kumar Chatterjee was the recorded owner of the Said Property.
- 5.1.2 Sale to Rajendra Prasad Gupta: By a Deed of Conveyance dated 11<sup>th</sup> January, 2002, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 32, at Pages 72 to 79, being Deed No. 00584 for the year 2003 (Said Deed), Santi Kumar Chatterjee sold to Rajendra Prasad Gupta the entirety of the Said Property.

- February, 2004, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 228, at Pages 143 to 147, being Deed No. 03862 for the year 2004, the Said Deed was rectified by Rajendra Prasad Gupta to the extent of some inadvertent and bonafide mistakes and errors.
- 5.1.4 Record of Rights: Rajendra Prasad Gupta recorded his name in the records of the Land Reforms Settlement with respect to the Said Property.
- 5.1.5 Demise of Rajendra Prasad Gupta: Rajendra Prasad Gupta a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 21<sup>st</sup> October, 2005, leaving behind him surviving his wife Usha Gupta, 1 (one) son Vivek Gupta and 1 (one) daughter Kirti Gupta, as his only legal heir and heiresses (collectively Legal Heirs of Rajendra Prasad Gupta), who inherited the entirety of the right, title and interest of Late Rajendra Prasad Gupta in the Said Property.
- 5.1.6 Sale to Vendor: By a Deed of Conveyance dated 5<sup>th</sup> January, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 18, being Deed No. 6747, for the year 2008, Legal Heirs of Rajendra Prasad Gupta sold to the Vendor, the entirety of the Said Property.
- 5.1.7 Absolute Ownership: Thus, the Vendor became the absolute owner of the Said Property.
- 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 any Local Authority or Government or Statutory Body.
- No Excess Land: The Vendor 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 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.
- 7.2.4 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 dues from the Vendor.
- 5.2.6 No Right of Preemption: No person or persons whosoever 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 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 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 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 Sale of Said Property: The back understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and vith good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Parchasers shall purchase the same from the Vendor.
- 7 Transfer

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Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being, sali land measuring 14.245 (fourteen point two four five) decimal, equivalent to 8 (eight) cottah 9 (nine) chittack and 40 (forty) square feet, more or less, comprised in R.S./L.R. Dag No. 525, recorded in R.S. Khatian No. 249 corresponding L.R. Khatian No. 1105, Mouza Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat-Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas together with all title, benefits, easement, authorities, claims,

demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.39,64,306/- (Rupees thirty nine lac sixty four thousand three hundred and six) 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, debutters, trusts, prohibitions, Income Tax attachments, 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:
- Indennification: express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's 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 Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnifies 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 Vendor to the Purchasers.
- 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, in respect of which demand has been made and is in the knowledge of the Vendor, 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.
- Holding Possession: The Veudor hereby covenants 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- No Objection to Mutation: The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' names 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 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 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.
- 8.7 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, 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 14.245 (fourteen point two four five) decimal, equivalent to 8 (eight) cottah 9 (nine) chittack and 40 (forty) square feet, more or less, comprised in R.S./L.R. Dag No. 525, recorded in R.S. Khatian No. 249 corresponding L.R. Khatian No. 1105, Mouza Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat-Gopalpun Municipality, District Registration Office Bidhannagar, District North 24

Parganas, demarcated on the Plan annexed hereto and bordered in colour Red thereon and the said Dag is butted and bounded as follows:

On the North

: By R.S./L.R. Dag No. National Highway

On the East

: By R.S./L.R. Dag No. 610

On the South

: By R.S./L.R. Dag No. 523

On the West

: By R.S./L.R. Dag No. 525

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

- 9. Execution and Delivery
- 9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

CHIVER ICATHOTIA)

(Rajarhat Builders Private Limited) (Vivek Kumar Kathotia) Director

[Vendor]

(Dhanishta Apartments Private Limited)

(Amit Sarda) Director

(Kritartha Real Estate Private Limited)

(Dilip Kumar Dhandhar a) Authorised Signatory

[Purchasers]

Signature Signat

# Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.39,64,306/- (Rupees thirty nine lac sixty four thousand three hundred and six) 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.)	
W 212255	27.09,12	Virgya Beeck.	39,64,306	
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			1 '	
		Total	39.64.306.	

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(Rajarhat Builders Private Limited)
(Vivek Kumar Kathotia)
Director
[Vendor]

Drafted by

Suinta Ghosh

Advocate

High Court at Calcutta

Witnesses:

Signature 1

Signature ...

8

Name Lanest Kumar Krol'a Name

SHANNAR CHANDAL

## SPECIMEN FORM TEN FINGER PRINTS

S. T	Signature of the executants and/or purchaser Presentants					
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	Dr fanllan.	- In			nicura.	
		Thumb	Fore	Middle (Right	Ring Hand)	Little

SITE PLAN OF LAND AT MOUZA - SALUA, J.L. NO. 3, R.S. DAG NO. 525, L.R. DAG NO. , R.S. KHATIAN NO. , L.R. KHATIAN NO. , P.S. - AIRPORT, DIST. - NORTH 24- PARGANAS.

SCALE: 40'-0" = 1" INCH

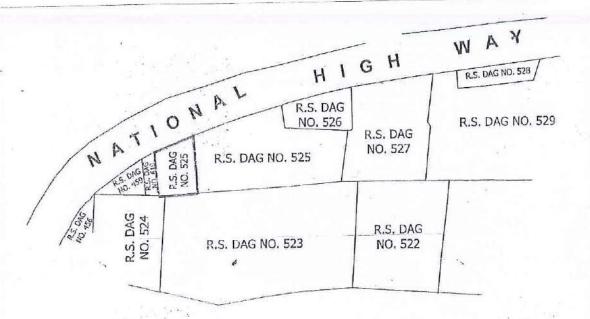
PURCHASE AREA OF LAND :- 14.24 DECIMALS (MORE OR LESS)
OUT OF TOTAL LAND AREA SHOWN IN RED COLOUR

N



VENDOR: RAJARHAT BUILDERS PVT. LTD.

PURCHASER: DHANISHTA APARTMENTS PUT LTD KRITARTHA REAL EASTATE PUT LTD



GRIARELY EDILDERS (P) LED

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Authorised Signatory Director

For Dhanistha Apartments Pvt. Ltd.

FOR KRITARTHA REAL ESTATES PVT. LTD.

SIG. OF PURCHASER

X. Nomme 3A, Nagrella-

SIG. OF VENDOR

Dated 28th Day of September, 2012

Between

Rajarhat Builders Private Limited

... Vendor

And

Dhanishtha Apartments Private Limited & Anr.

... Purchasers

#### CONVEYANCE

14,245 decimal R.S./L.R. *Dag* No. 525 *Movza* Salua District North 24 Parganas

Bhattacharjee Sur & Associates IA-289, Sector - III Salt Lake City Kolkata-700091

# General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC. Rev 01)

twelve months extension.

- 2.12.3 The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs 5,00,000/- per month.
- 2.12.4 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

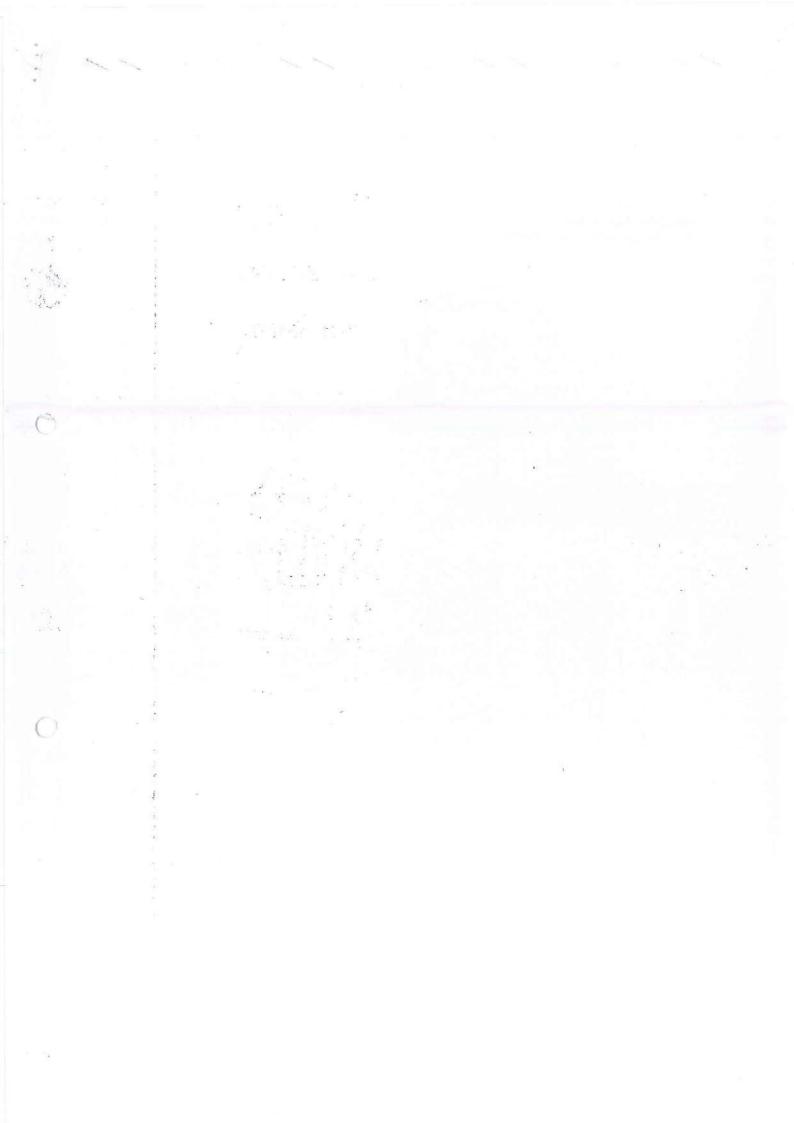
2.12.5 Payment of ORC shall be regulated as follows:

- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
- 50% of the compensation as per clause 2.12.3 is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
- 50% of the compensation as per clause 2.12.3, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on prorata basis for actual achieved quantities
- Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Manday rate basis
- 2.12.6 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

#### 2.13 INTEREST BEARING RECOVERABLE ADVANCES

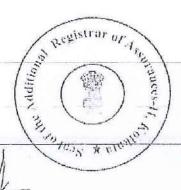
- 2.13.1 Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance.
- 2.13.2 In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation.
- 2.13.3 Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be atleast 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.
- 2.13.4 Contractor shall establish the utilization of advance drawn before the release of next installment.
- 2.13.5 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.
- 2.13.6 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered
- 2.13.7 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 80% of contract value.





# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 54 Page from 1668 to 1682 being No 13645 for the year 2012.



(Dulal chandraSaha) 06-November-2012 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal