

THIS DEED OF CONVEYANCE IS MADE ON THIS THE TWO THOUSAND AND ELEVEN

BETWEEN

1) SURYA MANSIONS PRIVATE LIMITED, a Private Limited Company duly registered under the Companies Act, 1956 having its registered Office at 103, Park Street, P.S. Park Street, Kolkata 700 016 in the state of West Bengal (having Income Tax Permanent Account No. AAICS7906G). 2) R.K. AAVAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 and having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AACCR9370B). 3) R.B. AAVAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata-700007 in the state of West Bengal (having Income Tax Permanent Account No. AACCR9358P). 4) J.P. PROPERTIES PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AABCJ5128N). 5) H.P. AAVAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AABCH5255J). 6) M. AGARWAL MANSION PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AAECM1787H). 7) S.L. AGARWAL AWAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AAICS7904E). 8) K.K AGARWAL AWAAS PRIVATE LIMITED, a Company duly registered under Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AACCK5265C). 9) K. AGARWAL MANSION PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax

Permanent Account No. AACCK5266B). 10) SUDESH HOUSING PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AAICS7903B). 11) SAMIR AWAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AAICS67902C). 12) KALAWATI HOUSING PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AACCK5264D). 13) KAUSHIK AWAS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AACCK5267A). PRANAB MANSION PRIVATE LIMITED, a Company duly registered under the 14) Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No.AADCP4987H). 15) SAILESH HOUSING PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 14, Rajkumar Bose Lane, P.S. Bowbazar, Kolkata 700 013 in the state of West Bengal (having Income Tax Permanent Account No. AAICS7901B). 16) SUJIT ABASAN PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 14, Rajkumar Bose Lane, P.S. Bowbazar, Kolkata 700 013 in the state of West Bengal (having Income Tax Permanent Account No.AAICS7905F). 17) ADITYA VIKRAM MANSIONS PRIVATE LIMITED, a Company duly registered under the Companies Act, 1956 having its registered Office at 45-B, Adya Sradha Ghat Road, P.S. Posta, Kolkata 700 007 in the state of West Bengal (having Income Tax Permanent Account No. AAMCA0908B) hereinafter called and referred to as the "OWNERS/VENDORS" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the FIRST PART.



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The Owners/Vendors hereto herein are represented by their common Director, MR. SUJIT ARYA son of Mr. Dayanand Arya, by faith – Hindu, by occupation – Businessman of 103, Park Street, P.S. – Park Street, Kolkata – 700016.

AND

SURYA MANSIONS PRIVATE LIMITED, having Income Tax P.A. No. AAICS7906G, a Private Limited Company duly registered and incorporated under the provisions and meanings of the Companies Act, 1956 having its registered Office at 103, Park Street, P.S. Park Street, Kolkata 700 016 (West Bengal), hereinafter called and referred to as the <u>SURYA</u> (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the <u>SECOND PART</u>.

SURYA hereto herein is represented by its Director, MR. JAIDEO PRASAD AGARWAL, son of Late Sant Lal Agarwal, by faith – Hindu, by occupation – Businessman, of 103, Park Street, P.S. – Park Street, Kolkata – 700016. Street, Kolkata – 700016.

AND

GANNON DUNKERLEY & CO. LTD. having Income Tax P.A. No. AAACG1846P a Company incorporated within the provisions of Companies Act, 1956 and having its registered Office at New Excelsior Building, 3rd Floor, A.K. Nayak Marg, Fort, Mumbai-400001, India, hereinafter called and referred to as the <u>PURCHASER</u> (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the <u>THIRD PART</u>;

The Purchaser hereto herein is resented by their authorized signatory, MR. v.G. Sharbhaf, Slo, G.D. Sharbhaf.

AND

strongmen trade & commerce PVT. Ltd. a Private Limited Company duly registered and incorporated under the provisions and meanings of the Companies Act, 1956 having its registered Office at 7/1A, Hazra Road, P.S. – Bhowanipur, Kolkata – 700026, (West Bengal), hereinafter called and referred to as the FIRST CONFIRMING PARTY (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, and assigns) of the FOURTH PART;

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PATAKA INDUSTRIES PRIVATE LIMITED, a Private Limited Company duly registered and incorporated under the provisions and meanings of the Companies Act, 1956 having its registered Office at 97, Park Street, P.S. – Park Street, Kolkata – 700016, (West Bengal), hereinafter called and referred to as the <u>SECOND CONFIRMING PARTY</u> (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, and assigns) of the <u>FIFTH PART</u>;

AND

MUSTAK HOSSAIN, son of Giasuddin Biswas, by faith – Islam, by occupation – Business, residing at 222, A.J.C. Bose Road, P.S. – Park Street, Kolkata – 700017, hereinafter called and referred to as the <u>THIRD CONFIRMING PARTY</u> (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, and assigns) of the <u>SIXTH PART</u>;

AND

WHEREAS THIS DEED OF CONVEYANCE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECIDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

DEFINITIONS

IN THESE PRESENTS UNLESS IT IS CONTRARY OR REPUGNANT TO THE SUBJECT OR CONTEXT THE TERMS AND EXPRESSIONS ARE DEFINED AS UNDER:

- 1. PREMISES OR PROPERTY Shall mean and include ALL THAT piece and parcel of land measuring about an area a little more or less 6689 Square Meters lying, situated and comprised at and under the premises no. 86A, Topsia Road (South) (previously the premises nos. 86A, 87 and 87/1, Topsia Road), Police Station Topsia (previously Beniapukur), Kolkata 700 046, District South 24 Parganas and Ward no. 59 of the Kolkata Municipal Corporation more fully and particularly mentioned, described, explained, enumerated and enshrined at and under the FIRST SCHEDULE hereunder written and/or given.
- 2. OWNERS/VENDORS Shall mean and include the said SURYA MANSIONS PRIVATE LIMITED, R.K. AAVAS PRIVATE LIMITED, R.B. AAVAS PRIVATE LIMITED, J.P. PROPERTIES PRIVATE LIMITED, H.P. AAVAS PRIVATE LIMITED, M. AGARWAL MANSION PRIVATE LIMITED, S.L. AGARWAL AWAAS PRIVATE LIMITED, K. AGARWAL MANSION PRIVATE LIMITED, K. AGARWAL MANSION PRIVATE LIMITED, SUDESH HOUSING PRIVATE LIMITED, SAMIR AWAS

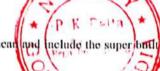


PRIVATE LIMITED, KALAWATI HOUSING PRIVATE LIMITED, KAUSHIK AWAS PRIVATE LIMITED, PRANAB MANSION PRIVATE LIMITED, ADITYA VIKRAM MANSIONS PRIVATE LIMITED, SUJIT ABASAN PRIVATE LIMITED and SAILESH HOUSING PRIVATE LIMITED and its representatives, successors or successors-in-office and/or assigns or nominee or nominees.

- 3. DEVELOPER Shall mean and include the said SURYA MANSIONS PRIVATE LIMITED, a Private Limited Company duly registered and incorporated under the provisions and meanings of the Companies Act, 1956 having its registered Office at 103, Park Street, Kolkata 700 016 (West Bengal) and its representatives, successors or successors-in-office and/or assigns or nominee or nominees who is as well the Developer herein for the time being in force and who is reserving all its rights to appoint any other company/individual/person as the Developer thereof for the said reason and purpose of all types of development at and under the subject Project.
- 4. AREA OF THE SAID OFFICE AND SPACE/S Shall mean and include the total covered area of the said Office Space/s etc. plus the proportionate area of the passages, ways and the common amenities, facilities and others and deemed to be the area of the said Office Space/s etc. The certificate of the Architect/Developer and/or the nominated Developer, if any, in this regard shall be final.
- 5. COMMON PARTS & AREAS Shall mean and include Administrative Office, if any, Security and Security Room, if any, Service Areas and other Common Areas whatsoever including those mentioned in the FOURTH SCHEDULE hereunder written and/or given meant for the maintenance of essential services at the said Commercial Complex and for the better use and enjoyment of the several Unit/s, Office/s and Space/s etc. to be built, developed, erected, promoted and constructed in the said complex but shall not include the portion or areas not transferred or intended to be transferred herein and kept exclusively at the disposal of the SURYA.
- 6. UNIT/S, OFFICE/S AND SPACE/S Shall mean and include the several Unit/s, Office/s and Space/s etc. in the said proposed project built, developed, erected, promoted and constructed by the SURYA on behalf of the Purchaser/s for the consideration mentioned hereunder as per the specification as under.
- 7. DEMISED OFFICE SPACE/S Shall mean and include the Office Space/s in finished condition with Car Parking Space/s with the same as agreed to be acquired by the Purchaser/s herein and more fully described and explained in Part-I of the SECOND SCHEDULE hereunder written and/or given.



8. MEASUREMENT OF THE OFFICE SPACE/S - Shall mean and up area of the said Office Space/s etc.



- PROPERTIES APPURTENANT THERETO Shall mean and include the proportionate undivided share in the said property and in the common parts and areas.
- 10. PROJECT Shall mean and include the project of the building, development, erection, promotion and construction of several Unit/s, Office/s and Space/s etc. in the said proposed project with provision for use and enjoyment of the common parts or areas by the occupier/s of the same. The name of the Project is "HAUTE STREET".
- 11. COMMON PURPOSE OR EXPENSES Shall mean and include the purpose of maintaining the project property and in particular the essential services and the common parts thereof as also include the meaning of the common costs and expenses for the same and further include all matter relating to mutual rights and obligations of the Purchaser/s of several Unit/s, Office/s and Space/s etc. of the said project as described and explained under the THIRD SCHEDULE hereunder written and/or given where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser then the portion of the amount payable by the Purchaser of their allotted and/or owned property in the said project.
- 12. PLAN Shall mean and include the plan/s bearing the Building Permit nos. 20060701614112/2007 dated 4th December, 2007 and further approved plan vide Case no. 82D/BOR-VII/07-08 dated 28th March, 2008 and 67-D/VII/W-59/08-09 dated 24th March, 2009 approved by Developer/Confirming Parties herein sanctioned by the concerned Municipality or Authority for the time being in force and may further be modified and/or sanctioned by the concerned Municipality or Authority.
- 13. ARCHITECT Shall mean "M/S. SANON SEN & ASSOCIATES of 5, Little Russel Street, Kolkata 700 071 and/or any other firm, company and/or individual as may be appointed by the DEVELOPER herein.
- 14. ADVOCATE Shall mean the Advocate appointed by SURYA namely, K. Sadhukhan Advocate of 56, Hazra Road, 3rd floor, Kolkata 700019.

AND WHEREAS the Owners/Vendors herein are seized and possessed of or otherwise well and sufficiently entitled to get an F.A.R. on ALL THAT piece and parcel of land measuring about an area a little more or less 6689 Square Meters lying, situated and comprised at and under the premises no. 86A, Topsia Road (South), Police Station Topsia (previously Beniapukur), Kolkata 700 046, District South 24 Parganas and Ward no. 59 of the Kolkata Municipal Corporation which for the sake of brevity be called and referred to as the "subject

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land property" and entitled with the right, title and interest thereof tree from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, dobts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever. The said land property is forming part and parcel of the FIRST SCHEDULE hereunder written and/or given.

AND WHEREAS the Owners/Vendors herein have purchased, acquired, seized, possessed and owned the FIRST SCHEDULE property free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever, in the manner, by the Deed of Conveyances, having the areas, under the premises and others as follows:

WHEREAS one Biswadas Bhattacharjee was the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 20 Cottahs and 11 Chittacks comprised at and under the premises no. 87, Topsia Road, Kolkata and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Biswadas Bhattacharjee being the owner and seized and possessed of or otherwise well and sufficiently entitled to the said land property had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of Usharaj International Traders Ltd. by five registered Deeds of Sale dated 4th April, 1989 duly registered with the Office of the Additional District Sub-Registrar at 24 Parganas (South) and recorded in Book no. I, Being nos. 459, 460, 461, 462 and 463 for the year 1989 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said M/s. Usharaj International Traders Ltd. being the owner and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the said property by five registered Deeds of Sale dated 20th March, 1992 duly registered with the Office of Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Being nos. 390, 391, 389, 392 and 393 for the year 1992 unto and in favour of Premier Health Homes Pvt. Ltd. for valuable consideration/s



thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said M/s. Premier Health Homes Pvt. Ltd. being the owner and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the said property unto and in favour of Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd., Aditya Vikram Mansions Pvt. Ltd. by a registered Deeds of Sale thereof dated 28th January, 2005 duly registered with the Office of the Additional Registrar of Assurances at Kolkata and recorded in Book no. I, Being no. 01353 for the year 2005 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS Shyama Das, Jagannath Das, Swapna Das, Kamala Das and Ranu Das were the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 7 Cottahs, 8 Chittacks and 11 Square Feet comprised at and under the premises no. 87, Topsia Road, Kolkata and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Shyama Das, Jagannath Das, Swapna Das, Kamala Das and Ranu Das being the joint owners and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the said property by a registered Deed of Sale thereof dated 13th May, 1987 duly registered with the office of Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Being no. 266 for the year 1987 unto and in favour of M/s. Building Research & Testing Centre for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said M/s. Building Research & Testing Centre was merged into M/s. Premier Health Pvt. Ltd. by an Agreement of Merger dated 27th February, 1991

AND WHEREAS the said Premier Health Homes Pvt. Ltd. being the owner and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the said property unto and in favour of M/s. Aditya Vikram Mansions Pvt. Ltd. and Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., K. Agarwal Housing Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. by a registered Deed of Sale dated 28th January, 2005 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Being no. 1311 for the year 2005 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS in the manner above the said Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. and M/s. Aditya Vikram Mansions Pvt. Ltd became the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 28 Cottahs 3 Chittacks and 11 Square Feet comprised at and under the premises no. 87, Topsia Road, Kolkata and started enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS one Ratan Manick Chattopadhyay was the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area of 1 Cottah and 8 Chittacks comprised at and under the premises no. 87/1, Topsia Road, Kolkata and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Ratan Manick Chattopadhyay being the owner and seized and possessed of or otherwise well and sufficiently entitled to the said property had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of Batakrishna Das by a registered Deed of Sale thereof dated 25th July, 1959 duly registered with the Office of Sub-Registrar at Sealdah and recorded in Book no. I, Being no. 1748 for the year 1959 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Batakrishna Das being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to the said land property had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of M/s. Premier Health Homes Pvt. Ltd. by a registered Deed of Sale thereof dated 16th April, 1991 duly registered with the Office of Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Being no. 500 for the year 1991 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Premier Health Homes Pvt. Ltd. being the owner and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the said land property unto and in favour of M/s. Surya Mansions Pvt. Ltd. by a Sale Deed thereof dated 28th Jaunary, 2005 duly registered with the Office of Additional Registrar of Assurances at Calcutta and recorded in Book no. I, Being no. 1314 for the year 2005 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS by a Sale Deed dated 7th July, 2005 duly registered with the Office of the Additional Registrar of Assurances-I at Calcutta and recorded in Book no. I, Being no. 6116 for the year 2005, the said Surya Mansions Pvt. Ltd. being the owner and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given ALL THAT piece and parcel of undivided 94.12% share and/or portion of ALL THAT piece and parcel of land measuring about an area a little more or less 1 Cottah and 8 Chittacks comprised at and under the premises no. 87/1, Topsia Road (South), Kolkata 700 046 unto and in favour of R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J.

P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awas Pvt. Ltd., K. K. Agarwal Awas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. and M/s. Aditya Vikram Mansions Pvt. Ltd for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

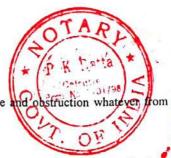
AND WHEREAS the said Kashi Sengupta, Ratan Das and Surendra Nath Chakraborty were the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 17 Cottahs comprised at and under the premises no. 87/1, Topsia Road, Kolkata and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Kashi Sengupta, Ratan Das and Surendra Nath Chakraborty sold, transferred and conveyed the said land measuring an area more or less 17 Cottahs at premises No. 87/1, Topsia Road unto and in favour of Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd., Aditya Vikram Mansions Pvt. Ltd. by a Sale Deed thereof duly registered with the Office of Additional Registrar of Assurances-I at Calcutta and recorded in Book no. I, Volume no. 1, Pages 1 to 27, Being no. 1432 for the year 2005 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, flispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS one Sukumar Sengupta was the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 2 Cottahs, 9 Chitacks and 26 Square Feet comprised at and under the premises no. 87/1, Topsia Road South, Kolkata 700 046 and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and



requisitions whatsoever without any interference, disturbance and obstruction what any person whomsoever and corner and manner whatever.



and possessed of or otherwise well and sufficiently entitled to the said property had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of Bani Sengupta by a Sale Deed thereof dated 15th October, 1977 duly registered with the Office of the Sub-Registrar at Alipore and recorded in Book no. I, Being no. 6916 for the year 1977 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Bani Sengupta died intestate on 24th December, 1983 leaving behind her surviving her husband namely, Kashinath Sengupta and two daughters namely, Banya Maity and Papia Sarkar as her legal heirs and successors who had inherited the said property so owned by the said Bani Sengupta as per the law of inheritance in equal proportionate shares.

AND WHEREAS the said Kashinath Sengupta, Banga Maity and Papia Sarkar being the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the said property had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and favour of the said Premier Health Homes Pvt. Ltd. by a registered Sale Deed dated thereof 28th September, 1992 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Being no. 1730 for the year 1992 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Premier Health Homes Pvt. Ltd. being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to said land property had sold, transferred, conveyed, delivered, demised, devised, provided and given the same unto and in favour of Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. and Aditya Vikram Mansions Pvt. Ltd. by a registered Sale Deed dated 28th January, 2005 duly registered with the Office of the Additional Registrar of Assurances at Kolkata and recorded in Book no. I, Being no. 01313 for the year 2005 for valuable consideration/s thereof free from all sorts of

encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS in the manner aforesaid the said Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., K. Agarwal Awaas Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. and Aditya Vikram Mansions Pvt. Ltd. became the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 21 Cottahs, 1 Chittack and 26 Square Feet comprised at and under the premises no. 87/1, Topsia Road South, Kolkata 700 046 and started enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS Mrinalini Sinha, Kanak Pradip Sinha, Purabi Sarkar, Rina Ghosh and Swapna Sinha were the joint owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 5 Bighas comprised at and under the premises no. 86, Topsia Road now renumbered as the premises no. 86A, Topsia Road.

AND WHEREAS the said Mrinalini Sinha, Kanak Pradip Sinha, Purabi Sarkar, Rina Ghosh and Swapna Sinha being the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the said ALL THAT piece and parcel of land measuring about an area a little more or less 5 Bighas comprised at and under the premises no. 86, Topsia Road now renumbered as the premises no. 86A, Topsia Road had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of one Balai Chandra Dey, the sole proprietor of the Steel Reform & Co. by a registered Sale Deed thereof dated 10th May, 1983 duly registered with the Office of the District Registrar at Alipore and recorded in Book no. I, Being no. 6493 for the year 1983 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Steel Reforms & Co. has filed a further Suit bearing the T. S. no. 270 of 2004 before the Learned Civil Court at Sealdah against the said Premier Piles Ltd.

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AND WHEREAS the said Premier Piles Ltd. filed a Miscellaneous Appeal no. 63 of 2000 against the said Steel Reforms & Co.

AND WHEREAS the said Premier Piles Ltd. had agreed to vacate and deliver the said premises and did vacate and deliver peaceful possession and transfer and relinquish all rights and interest of the said premises by virtue of mutual amicable settlement.

owner and seized and AND WHEREAS the said Steel Reforms & Co. being the possessed of or otherwise well and sufficiently entitled to the said property containing land measuring about an area a little more or less 60 Cottahs had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd. and Pranab Mansion Pvt. Ltd. with the confirmation by the said Premier Piles Ltd. by a Sale Deed thereof dated 28th January, 2005 duly registered with the Office of the Additional Registrar of Assurances-I at Calcutta and recorded in Book no. I, Being no. 1295 for the year 2005 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS by a Sale Deed dated 7th July, 2005 duly registered with the Office of the Additional Registrar of Assurances-I at Calcutta and recorded in Book no. I, Being no. 6121 for the year 2005, the said Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd. and Pranab Mansion Pvt. Ltd. being the joint owners and seized and possessed of or otherwise well and sufficiently entitled had sold, transferred, conveyed, alienated, granted, demised, devised, provided and given ALL THAT piece and parcel of undivided 5.88% share and/or portion of ALL THAT piece and parcel of land measuring about an area a little more or less 60 Cottahs comprised at and under the premises no. 87/1, Topsia Road (South), Kolkata 700 046 unto and in favour of Aditya Vikram Mansions Pvt. Ltd for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.



AND WHEREAS the said premises nos. 86A, 87 and 87/1, Topsia Road amalgamated composite unit bearing the premises no. 86A, Topsia Road South.

AND WHEREAS the SURYA along with other co-sharers being the Owners/Vendors herein in the manner above is also seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 109 Cottahs, 4 Chittacks and 37 Square Feet lying, situated and comprised at and under the premises no. 86A, Topsia Road (South), Police Station Topsia (previously Beniapukur), Kolkata 700 046, District South 24 Parganas and Ward no. 59 of the Kolkata Municipal Corporation and entitled with the right, title and interest thereof for self and for other co-sharers in representative character and enjoying the same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the SURYA along with other co-sharers of the said land properties is entitled with the right, title and interest of the same for self and for other co-sharers in representative character intended to develop a portion measuring 6689 Sq. Mtrs. for a semi-COMMERCIAL PROJECT hereinafter called and referred to as the subject project inclusive of Unit/s, Office/s and Space/s etc. with all the modern facilities, amenities and benefits thereto.

AND WHEREAS the said SURYA and the other co-sharers for the said intent and purposes entered into a memorandum of understanding dated 4th day of September, 2006 and pursuance to and in terms of the same have also executed power of attorneys dated 1st July, 2006 unto and in favour of Sujit Arya and another dated 4th September, 2006 unto and in favour Sujit Arya and Jaideo Prasad Agarwal, the Directors of the said SURYA, which said memorandum of understanding and the power of attorneys are self-explanatory in themselves.

AND WHEREAS prior to purchase of the above referred premises no. 86A, Topsia Road South, P.S. – Topsia, Kolkata – 700046, containing land measuring 3 (three) Bighas equivalent to 4014.86 Sq. Mtrs. by the Owners/Vendors herein from its owner, Mr. Balai Chandra Dey (son of Late Kalipada Dey) proprietor of Steel Reforms & Co. a Title Suit bearing No. T.S.107 of 200f was lying pending in the Sealdah Civil Court between the said Mr. Balai Chandra Dey and the Third Confirming Party herein. The said suit was subsequently transferred to the the Court of the Ld. Judge, Small Causes Court at Sealdah.

AND WHEREAS while the said suit was pending by a Memorandum of Understanding bearing date the 25th September, 2006 made by and between the Third Confirming Party herein (referred to as the plaintiff therein) of the First Part and the said Mr. Balai Chandra Dey



(referred therein as the 'Defendant No. 1") of the second that and the Owners/ (therein referred to as the "Added Defendants No. 2 to 18" of the Third Part if was greed on compromise inter alia :-

- The parties to the said title suit no. 16 of 2006 would file an application in the Small Causes Court at Sealdah recording the terms of their compromise.
- b. Mr. Balai Chandra Dey, proprietor of Steel Reforms & Co. and the Third Confirming Party would give up their all claims in respect of the title, rights and interests arising out of the Agreement for Sale dated 17,06,1999 including payment of earnest money.
- c. The Vendors would sell to the Third Confirming Party herein or to its nominee or nominees the entire seventh floor containing an area of 16632 Sq. Ft. on super built up basis in the said building for the consideration therein mentioned.

AND WHEREAS the said suit was decreed on 16th November 2006 in terms of the above referred compromise.

AND WHEREAS at the request and cost of the First Confirming Party herein the Developer erected eight office spaces on the seventh floor of the said building.

AND WHEREAS in pursuance of the said right accrued by virtue of the decree dt. 16.06.2006 Strongmen Trade & Commerce Pvt. Ltd. (being the First Confirming Party hereto) assigned its vested interest in the office space no. 703, 704, 705 & 707 on the seventh floor chargeable area 8325 Sq. Ft. including service balcony and four car parking spaces in the basement of the said building in favour of Pataka Industries Pvt. Ltd. (being the Second Confirming Party herein).

AND WHEREAS the said Pataka Industries Pvt. Ltd. (being the Second Confirming Party hereto) by an instrument dt. 15..01.2009 assigned its vested interest in those office spaces bearing nos. 703, 704, 705 & 707 along with the Four car parking space in favour of Mustak Hossain (being the Confirming Party herein).



AND WHEREAS the said Mustak Hossain (being the Third Confirming Party herein) by an instrument dated 28.07.2009 assigned its vested interest in those office spaces bearing nos. 703, 704, 705 & 707 along with the Four car parking space in favour of the Purchaser herein.

AND WHEREAS it has been agreed that the Purchaser would pay the amount specified in the said instrument 28.07.2009 to the Third Confirming Party and would

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pay a sum of Rs.1,07,90,000/- (Rupees one crore seven lakh funety thousand) only the Owners/Vendors and/or Developer.

akli ninety thousand) only to

AND WHEREAS as a nominee of the Third Confirming Party herein the Purchaser is desirous of purchasing the said office spaces bearing nos. 703, 704, 705 & 707 on the seventh floor containing a chargeable area of 8325 Sq. Ft. including service balcony on the seventh floor and four car parking spaces in the basement and the confirming parties hereto have agreed to confirm such sale.

AND WHEREAS in pursuance of and in terms of the said Agreement the SURYA with the consent, concurrence, confirmation, approval and assent of the Owners/Vendors herein and the Confirming Parties in finalization of the sale, transfer, alienation, grant, demise and devise of the Office Space bearing nos. 703, 704, 705 & 707 on the seventh floor along with the Four car parking space in the basement more fully and particularly mentioned, described, enumerated, provided and given at and under the SECOND SCHEDULE property hereunder written and/or given is executing these presents joining hand with the Owners/Vendors herein for the valuable consideration of Rs.1,07,90,000/- (Rupees one crore seven lakh ninety thousand) only free from all sorts of encumbrances, charges, liens, lis pen dense, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in consideration of the sum of Rs.1,07,90,000/- (Rupees one crore seven lakh ninety thousand) only paid by the Purchaser/s herein to the Owners/Vendors herein through the SURYA at or before the execution of these presents, the receipt whereof the Owners/Vendors herein through the SURYA do hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the said payment and every part thereof acquit, release, exonerate discharge the Purchaser herein, their heir/s, executor/s, administrator/s, representative/s and assign/s all the right, title and interest of the ownership of the Office Space bearing nos. 703, 704, 705 & 707 on the seventh floor of the said building along with the Four car parking spaces having the detail and the description more fully and particularly mentioned, described, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given which is the part and parcel of the FIRST SCHEDULE property hereunder written and/or given and do hereby grant, transfer; convey, assign and assure forever to the Purchaser/s herein, their heirs, executors, administrators, representatives and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts, adverse claims, acquisitions and requisitions whatsoever and ALL THAT the SECOND SCHEDULE property AND HOWSOEVER OTHERWISE the said property and land and all the parts thereof now are or is or at any time heretofore was situated butted bounded called, known, numbered, described or distinguished TOGETHER WITH ALL THAT the undivided impartible proportionate share of land exclusively to be used, occupied, owned for the purpose of the common areas contained at and under the THED SCHEDULE hereunder written and/or given together with the SECOND SCHEDULE hereunder written and/or given with the different co-owners and/or occupiers of the various spaces at and under the said semi COMMERCIAL PROJECT AND FURTHER THE reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and property/properties and the rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors herein and the SURYA into or upon the said share and the property/properties and rights appurtenant thereto and all other benefits rights and property/properties therein comprised and hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchaser/s herein free from all sorts of encumbrances, trusts, liens, lispendenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the said property/properties including the said undivided impartible proportionate share of the common areas by the Purchaser/s herein and the co-owners and occupiers of the various Office Space/s at and under the said SEMI-COMMERCIAL PROJECT AND TO HAVE AND TO HOLD the said share and the property/properties and rights and appurtenants thereto and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever BUT SUBJECT ALWAYS FOR ALL TIMES TO COME HEREAFTER to the covenants, terms, conditions, enumerations, provisions, considerations and others more fully and particularly mentioned, described, enumerated, provided and given and also subject to the Purchaser paying and discharging all the taxes, impositions and other expenses relating to the premises proportionately and exclusively with respect to the SECOND SCHEDULE property and/or the said share and the property/properties and the rights and interests appurtenant thereto wholly details whereof are more fully mentioned under the FOURTH SCHEDULE AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owners/Vendors herein and the SURYA or their ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors herein and the SURYA are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or intended so to be unto and to the Purchaser herein free from all sorts of encumbrances, attachments, liens, lis pen dense and adverse claims, demands, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever aforesaid the

Owners/Vendors herein including the SURYA and the Continuing Parties have good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the SECOND SCHEDULE property and the said share in common areas and others hereby granted and expressed so to be unto and to the use of the Purchaser/s herein in the manner and the Purchaser/s herein and their heirs, executors, administrators, representatives, successors and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owners/Vendors herein including the SURYA and the Confirming Parties or any person or persons lawfully and equitably claiming under or in trust for the Owners/Vendors including the SURYA and the Confirming Parties or their ancestors and predecessors-in-title free from all encumbrances, charges, attachments, liens, lispendenses, adverse claims, debts and hindrances whatsoever made or suffered by the Owners/Vendors herein including the SURYA, and the Confirming Parties their ancestors or predecessors-in-title AND FURTHER the Owner/s/Vendor/s herein and the Confirming Parties covenant with the Purchaser/s herein, his/her/its/their heir/s, executor/s, administrator/s, representative/s and assign/s that the said property or any part thereof has not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the concerned Kolkata Municipal Corporation AND the Owners/Vendors herein and the SURYA and the Confirming Parties and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser/s herein, their heirs, executors, administrators, representatives, successors and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the SECOND SCHEDULE property and the said share in common areas and others unto and to the use of the Purchaser herein, their heirs, executors, administrators, successors, representatives and assigns at all reasonable times upon prior notice and at the costs of the Purchaser/s herein and persons claiming under the Owners/Vendors herein and the SURYA and the Confirming Parties shall take all reasonable steps and execute and register all relevant documents relating to the said property hereby conveyed and on receiving a sum of Rs. 1,74,66,250/(Rupees One Crore Severy Four Lakh Sixty Six Thousand Two Hundred Fifty) only the Confirming Parties hereto confirm such sale.

It is pertinent hereto mention that the roof top of the building shall be under the joint exclusive ownership of the said Surya Mansions Pvt. Ltd., R. K. Aawas Pvt. Ltd., R. B. Aabas Pvt. Ltd., J. P. Properties Pvt. Ltd., H. P. Aavas Pvt. Ltd., Sujit Abasan Pvt. Ltd., M. Agarwal Mansion Pvt. Ltd., S. L. Agarwal Awaas Pvt. Ltd., K. K. Agarwal Awaas Pvt. Ltd., K. Agarwal Mansion Pvt. Ltd., Sailesh Housing Pvt. Ltd., Sudesh Housing Pvt. Ltd., Samir Awas Pvt. Ltd., Kalawati Housing Pvt. Ltd., Kaushik Awas Pvt. Ltd., Pranab Mansion Pvt. Ltd. and Aditya Vikram Mansions Pvt. Ltd. for all times to come.

It is pertinent hereto mention that there shall be a maintenance company namely, KOLKATA CONCRETE PRIVATE LIMITED, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 86A, Topsia Road (South), Kolkata 700 046 and Police Station Topsia for managing the common areas, facilities, amenities, benefits and others at and under the premises in common for the co-owners and occupiers thereof and for that whatever the rules, regulations, bye-laws, arrangements and understandings shall be existing thereat the same shall be binding and conclusive at and upon the Purchaser/s herein and all the co-owners and occupiers thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO: (ENTIRE LAND PROPERTY)

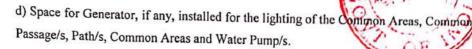
ALL THAT piece and parcel of land measuring about an area a little more or less 6689 Sq, Mtrs, lying, situated and comprised at and under the premises no. 86A, Topsia Road (South) (previously the premises nos. 86A, 87 and 87/1, Topsia Road), Police Station Topsia (previously Beniapukur), Kolkata 700 046, District South 24 Parganas and Ward no. 59 of the Kolkata Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO: PART-I (DESCRIPTION OF THE SAID UNIT/S, SHOP/S, OFFICE/S AND SPACE/S)

ALL THAT piece and parcel of the Office Space bearing nos. 703, 704, 705 & 707 respectively containing by admeasurements 2079 Sq. Ft. 1646 Sq. Ft. 1653 Sq. Ft. and 2947 Sq. Ft. of super built up area on the seventh floor including the portion of terrace adjacent to the respective office space as delineated in the floor plan annexed hereto and marked with color red of the said building along with the Four car parking spaces in the basement and further together with the proportionate share of land comprised at and under the FIRST SCHEDULE above written together with the proportionate undivided impartible share in the common parts, areas and also in the land of the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO: (COMMON PARTS, AREAS AND FACILITIES)

- a) Drains and Sewers to the Municipal ducts.
- b) Common water and Sewer Evacuation Piles to Drains and Sewer Common.
- c) Common Boundary Walls, if any, the Main Gates, the Main Doors of the Project.



- e) Water Pump, under Water Reservoir with Piles loading to overhead water Tank, Overhead Water Tank and all its distribution Piles to different Unit/s, Shop/s, Office/s and Space/s, main Pipe from the Municipality connection to the underground Water Reservoir, Main Water Piles from the different Unit/s, Shop/s, Office/s and Space/s to the underground Drains.
- f) Electrical Wiring and other fittings and fixtures for lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s.
- g) Electrical Meters Switches, distribution Cables to different Unit/s, Shop/s, Office/s and Space/s and their other accessories together with space for their installation.
- h) Security and Security Rooms with Toilets, Kitchen etc., if any provided.
- i) Administrative Office, if any provided.
- j) Transformer & Generator Space/s, if any provided.

THE FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- 1. The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding, lighting etc. of the main structures and in particular the fresh and rain water Piles, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, ducts and vents and passages in or under or upon the Project and its land and as enjoyed and used by the Purchaser/s in common with other occupier/s of the Unit/s, Shop/s, Office/s and Space/s and all its exterior walls, doors windows, grills and glasses and the boundary walls of the building compounds and all its land.
- 2. The proportionate costs and cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.



3. The proportionate costs of the payments made to the clerks, durwans, sweepers, pristoes, caretakers, watchman, wards, electricians and other contractors if any appointed by the SURYA and/or the Maintenance Company when formed thereof by the SURYA.

- 4. The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipments and amenities used in common and for the common purpose.
- 5. The proportionate costs of the Municipal Taxes and all other taxes and other outgoing levied on the said Unit or on the whole land of the said premises.
- 6. The proportionate costs of the litigations and/or expenses incurred for the said premises and land and on the said buildings for the common purposes.
- 7. The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipments and any other amenities, if and when installed.
- 8. Maintenance charges and operating charges for lift.
- 9. Salary etc. of staff and others thereof.
- 10. Such other expenses as are deemed by the Owner and/or Maintenance Company whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep of the said building and the said premises.
- 11. Sinking Fund as under.

It is pertinent hereto mention that the list of all the proportionate expenses and others to be incurred at and upon the Purchaser/s herein has/have been provided by the Owners/Vendors herein and the SURYA to the Purchaser/s herein prior to the execution and registration of these presents and the Purchaser/s herein has/have accepted the same to its fullest satisfaction and the same shall be treated as the parts and parcels of the covenants, terms, conditions, enumerations and provisions of these presents binding and bestowed at and upon the Purchaser/s herein for all times to come.

IN WITNESSES WHEREOF the parties have hereto set and subscribed their respect

hands the day month and year first above written.

AND DELIVERED by the

PARTIES herein at Kolkata in the presence of:

WITNESSES: colo (Rets) Sangay know

Suruna Maji.

1. SURMANDIONS PUT 2. R.K. AVAS PHIVATE LIM 3. R.D. ANN'S PROVIDE LE 4. J.P. PROFESS. TANALE LIN 6. SELIT ALLACIAN PONGLE LIN 7. BLACARMAL MANIAL TENCO CHAI 8. S.L. ACARMAL STANCE LIMITED 9. KIK AGARMAL ARMAD PENGLE LIMITED

10. K. ASARWAL MAMPING PRINTE LINETED 11. SALESH HOUSING PRIVATE LIMITED

12. SUBESH HOUSING PROVATE LIMITED 13. SAMIR AWAS PHIVATE LIMITED 14. KALAWATI HOUSING PRIVITE LIMITED

16. KAUSHIK ANAS PRIMATE LIMITED 16. PRANAB SIANS (QUE SELVIATE LIMITED

17. ADIYA VIKRAM KAR

Director

SURYA MANSIONS PVT, LTD

Director

Drafted by:

Advocate

56, Hazra Road, 3rd floor, Kolkata - 700019.

Strongmen Trade & Commerce (P) Ltd.

Constituted Attorney

of Pataka Incomes (P) Ltd.

Constituted Attorney

of Mustak Hossain

GANNON DUNKERLEY & CO. LTD. (V.G. Shanbhage)

> V. G. Shanbhag Vice President.

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RECEIPT

The Owners/Vendors herein has/have received a sum of Rs.1,07,90,000/- Rupees one cfor seven lakh ninety thousand) only from the Purchaser herein through the SURYA as and by of total consideration money for the sale, alienation, transfer, demised, devise, grant and conveyance of the SECOND SCHEDULE property absolutely and forever and the Confirming Parties have received Rs. 1, 74, 66,259 (Rupees One Crore Seventy for Lakh Sixty Six Thousand Two Hundred Fifty) only.

SURYA MANSIONS PVT. LTD.

Directo:

Suxumar Majr.

(Rupees one crore seven lakh ninety thousand) only and (Rupees One Crore Sixty Eight Lakh Sixty Six Thousand Two Hundred Fifty) only.

WITNESSES:

1. Colo (Retol) Sanjay Uman 5/0 shri Ram Doyal Malholva A-2 Arizit, Neclacked Appto 98 Rejolarga Gold Ph. Kolketa-700/07

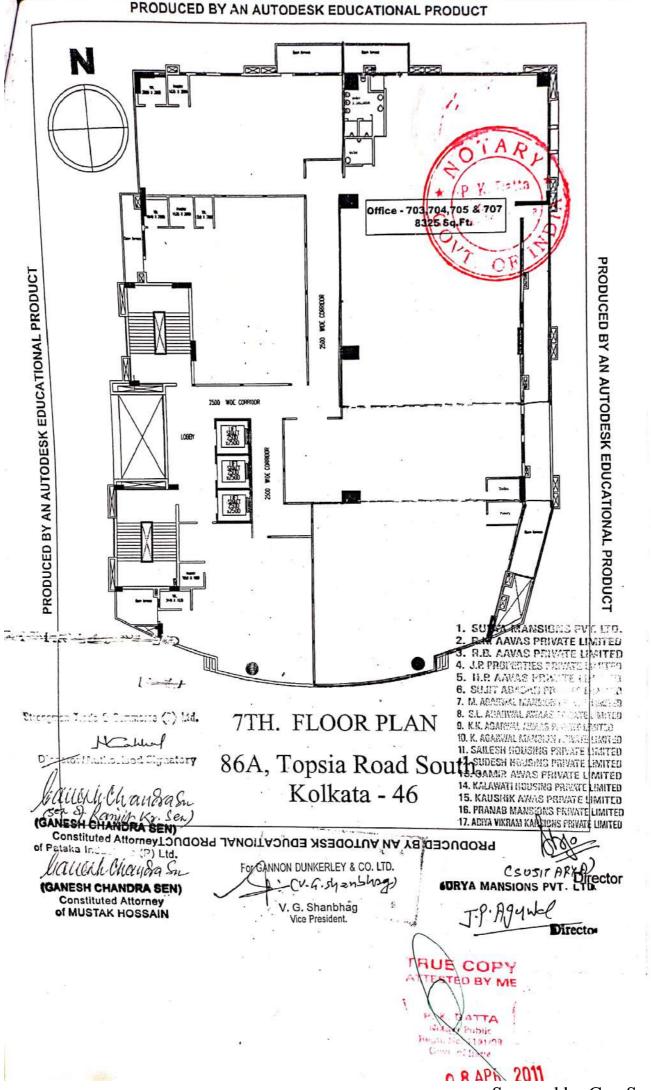
Surumar Maji. S/o dat Pravanna No. -Maji.

1B-11/D Sector-111.

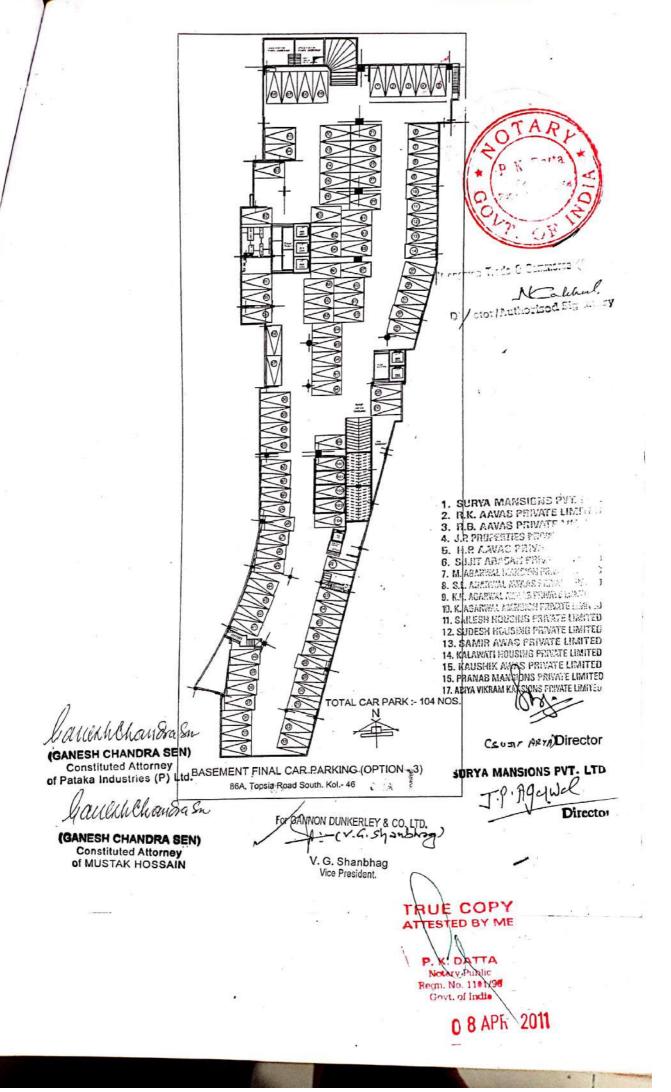
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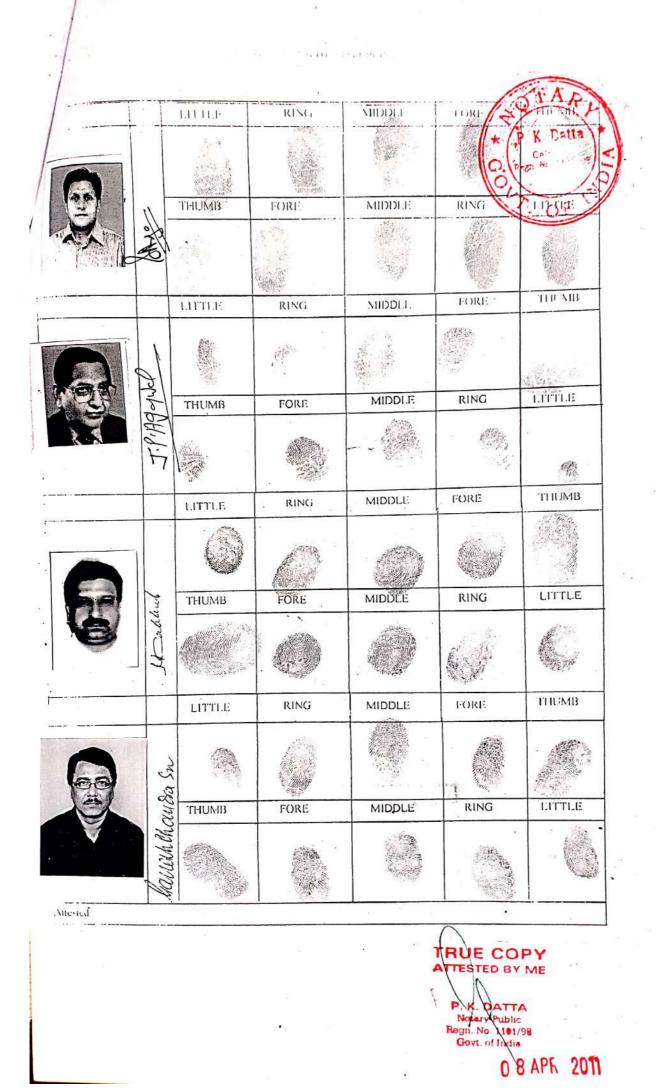
Regn. No.

0 8 APR 2011

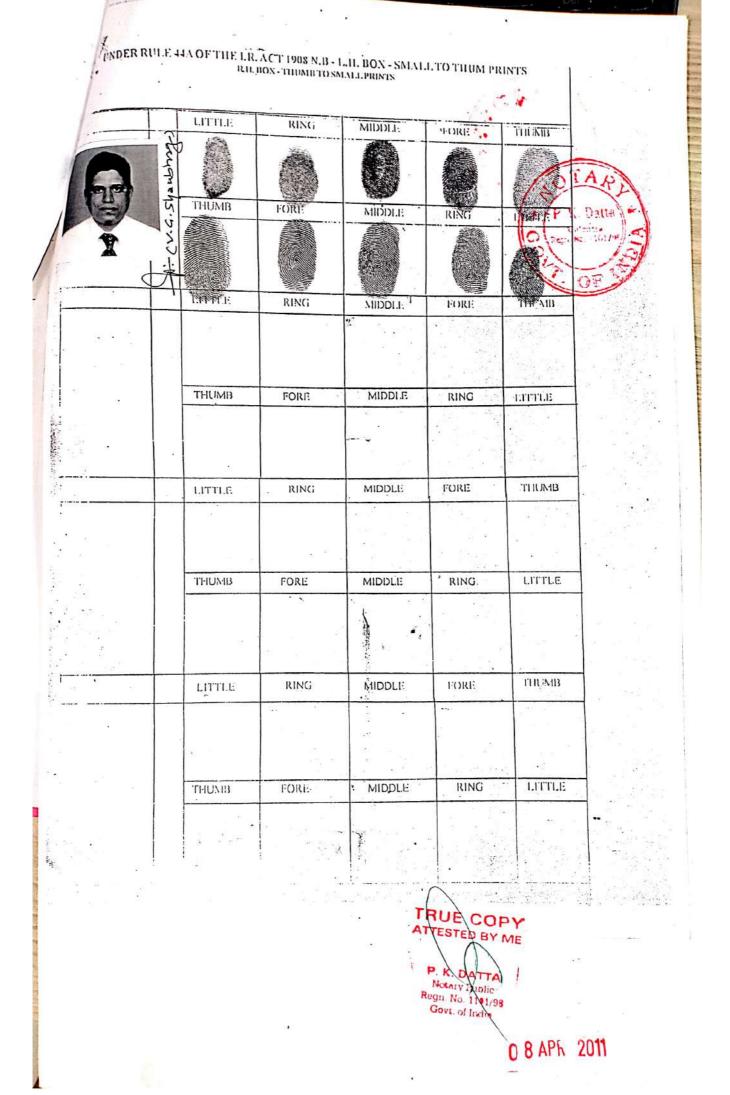


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Government Of West Bengal

Office Of the A. D. S. R. SEALDAH District:-South 24-Parganas

Endorsement For Deed Number: I - 00908 of 2011 (Serial No. 01379 of 2011)

on

payment of Fees:

on 28/03/2011

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

Presented for registration at 13.08 hrs on :28/03/2011, at the Private residence by Sujit Arya, one of the Executants.

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

Execution is admitted on 28/03/2011 by

Sujit Arya

Director, Surya Mansions Pvt. Ltd And Other 16 Company, 103, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700016.

, By Profession : Business

2. Mr. Jaideo Prasad Agarwal Director, Surya Mansions Pvt. Ltd, 103, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin: -700016.

, By Profession : Business

Nitul Kakkad

Constituted Attorney, Strongmen Trade & Commerce Pvt. Ltd, 7/1, Hazra Rd, Thana:-Bhawanipore,

District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700026.

, By Profession : Others

4. V. G. Shanbhag

Vice President, Gannon Dunkerley & Co. Ltd., New Excelsior Building, A. K. Nayak Marg,

District:-Mumbai, MAHARASHTRA, India, P.O.:- Pin:-400001.

, By Profession : Service

Identified By Sanjay Kumar, son of Ram Dayal Malhotra, 98 Rajdanga Gold Park, District:-South

24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Others.

Executed by Attorney

Execution by

 Ganesh Chandra Sen, Representative of Constituted Attorney, Pataka Industries Pvt. Ltd., 97, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700016.

,as the constituted attorney of Mustak Hossain is admitted by him.

Identified By Sanjay Kumar, son of Ram Dayal Malhotra, 98 Rajdanga Gold Park, District:-South 24-Parganas, WEST BENGAL, India, P.O.: -, By Caste: Hindu, By Profession: Others.

> (Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR

29/03/2011 15:56:00

EndorsementPage 1 of 2

Regn. No. 110 X98 Govt. of India 0 8 APK 2011

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certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 9812 to 9845 being No 00908 for the year 2011.



(Ajay Kumar Mukherjee) 30-March-2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH West Bengal



TRUE COPY

Notary Public Regn. No. 1191/98 Covt. of India

0 8 APR 2011

DATED THIS THE 28 H DAY OF MARCH BETWEEN SURYA MANSIONS PRIVATE LIMITEDowners/vendors A NDSURYA MANSIONS PVT. LTD.DEVELOPER A NDGANNON DUNKERLEY & CO. LTD. ..PURCHASER AND STRONGMEN TRADE & COMMERCE PVT. LTD.FIRST CONFIRMING PARTY AND FORT PROJECTS PRIVATE LIMITEDSECOND CONFIRMING PARTY DEED OF CONVEYANCE K. SADHUKHAN Advocate 56, Hazra Road, 3rd Floor, Kolkata - 700019

0 8 APh 2011



DEED OF CONVEYANCE

BY & BETWEEN

SURYA MANSIONS PRIVATE LIMITED & ORS.VENDORS

AND

SURYA MANSIONS PRIVATE LIMITED
.....DEVELOPER

AND

GANNON DUNKERLEY & CO. LTD.

.....PURCHASER

AND

- (1) STRONGMEN TRADE & COMMERCE PVT. LTD.
- (2) PATAKA INDUSTRIES PVT. LTD.
- (3) MUSTAK HOSSAIN

...... CONFIRMING PARTIES

(K. SADHUKHAN) Advocate

Advocate 56, Hazra Road, Kolkata - 700019