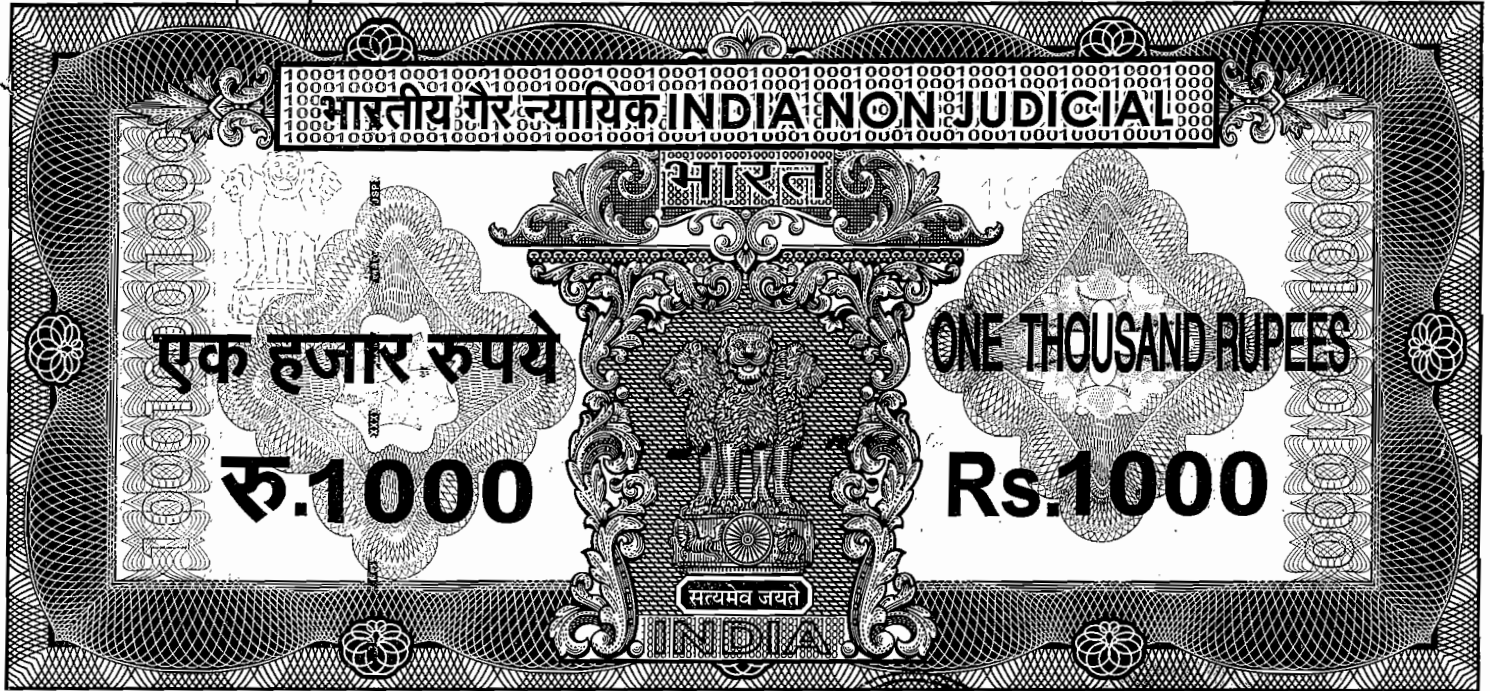


16480/2022

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A.
IV

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23:15
2/28/22 1689/22

Certified that the Document is admitted of Registration. The Signature Sheet & endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

25 अर्थ 1/2/28/22
Additional Registrar of Assurances-IV, Kolkata
121 5000 000/-

29 SEP 2022

[Signature]

28th

THIS AGREEMENT FOR SALE made this _____ day of September Two Thousand Twenty-Two

BETWEEN

CHOWRINGHEE RESIDENCY PRIVATE LIMITED (PAN AACCD6701C) an existing Company within the meaning of the Companies Act, 2013 having its registered office at 42B, Chowringhee Road, P.S. Shakespeare Sarani, P.O. Lala Lajpatrai Sarani, Kolkata 700071, represented by its authorised representatives

Net Cash No. 5011
J(1) 280
J(2) 100
Total 380
Realised on 28/9/22

ARA-IV
Kolkata

63940

Chowringhee Residency Pvt Ltd

NAME _____
 ADD. _____
 11 JUL 2022
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kolkata

Chowringhee Rd.

Ref 71

Saikant Kumar

11 JUL 2022



1334

MANI REALTY PROJECTS PVT. LTD.

Saikant Kumar
Director/Authorised Signatory



11336

Chowringhee Residency Private Limited

S. K. Jc

Director



11335

Chowringhee Residency Private Limited

A. S. Jc

Director

ADDITIONAL REGISTRAR
OF ASSURANCE, IV, KOLKATA
20 SEP 2022

Identified by
Arjun Karmakar
ARJUN KARMAKAR
Advocate
S/o. Late R. C. Karmakar
City Civil Court Calcutta



Government of West Bengal



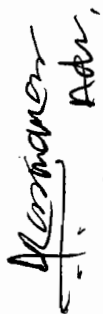
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042002839489/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Apurva Salarpuria 574, N Block, New Alipore, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053	Representative of Seller [Chowringhee Residency Private Limited]		11335 	 28/09/2022
2	Mr Sheo Kumar Kajaria 7B, Pretoria Street, 2nd Floor, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071	Representative of Seller [Chowringhee Residency Private Limited]		11336 	 28/9/22
3	Mr Srikant Jhunjhunwala 3/1 Queens Park, 3/1, Queens Park, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700124	Representative of Buyer [MANI REALTY PROJECTS PRIVATE LIMITED]		11334 	 28/09/2022

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Arjun Karmakar Son of Late R C Karmakar City Civil Court, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	Mr Apurva Salarpuria, Mr Sheo Kumar Kajaria, Mr Srikant Jhunjhunwala		11330 	 28/9/2022

(Mohul Mukhopadhyay)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 IV KOLKATA
 Kolkata, West Bengal



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230131068312 Payment Mode: Counter Payment
GRN Date: 28/09/2022 17:00:50 Bank/Gateway: ICICI Bank
BRN : 88168372 BRN Date: 28/09/2022 00:00:00
Payment Status: Successful Payment Ref. No: 2002839489/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Srikant Jhunjunwala
Address: 3/1, queens park, kolkata - 700019
Mobile: 9831818184
EMail: pratik.khanna@mani-group.com
Period From (dd/mm/yyyy): 28/09/2022
Period To (dd/mm/yyyy): 28/09/2022
Payment ID: 2002839489/3/2022
Dept Ref ID/DRN: 2002839489/3/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002839489/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	60500020
2	2002839489/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	12100014
			Total	72600034

IN WORDS: SEVEN CRORE TWENTY SIX LAKH THIRTY FOUR ONLY.

(1) **Mr. Apurva Salarpuria** (PAN APMPS8294P) son of Late Rakesh Salarpuria residing at 574, "N" Block, New Alipore, Post Office New Alipore, Police Station New Alipore, Kolkata 700053 and (2) **Mr. Sheo Kajaria** (PAN AFCPK7875A) son of late Basdeo Kajaria residing at 4FL-701, Ashoka Road, Post Office Alipore, Police Station Alipore Kolkata 700027, duly authorized by the Board of Directors' Resolution dated 27.09.2022 hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **ONE PART**

AND

MANI REALTY PROJECTS PRIVATE LIMITED (PAN AALCS6142H) (CIN U45400WB2008PTC22273) a Company within the meaning of the Companies Act, 1956 and having its place of business at IT-9, ninth floor, "Mani Square", 164/1, Maniktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata - 700054 duly represented by its Director **Mr. Srikant Jhunjunwala** (PAN AGRPJ9513C) son of Mr. Sanjay Jhunjunwala, residing at 3/1 Queens Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata 700019 duly authorized by the Board of Directors Resolution dated 22.09.2022 hereinafter referred to as "the **PURCHASER**" [which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include its successors or successors-in-interest and nominee and/or assign) of the **OTHER PART**:

WHEREAS:

- A. **Larger Premises:** The Vendor is the sole and absolute owner of **All That** the municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071, containing an aggregate land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under police station Shakespeare Sarani, Sub-Registration Office Kolkata within Ward No. 063 of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **Part-I of the Schedule** hereunder written (and hereinafter for the sake of brevity referred to as "the **Larger Premises**").



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To facilitate phased developments, the Western Portion of the said Larger Premises is physically separated from the North Eastern Portion thereof. The Western side property, as hereinafter defined, **is not the subject matter of these presents**, and has already been developed and is being dealt with in favour of the various allottees.

The devolution of title of the Vendor to the Larger Premises is set out in the Second Schedule to the Draft Deed of Conveyance annexed hereto.

- B. **Said Premises:** The divided and demarcated portion on the **North Eastern Corner** of Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less morefully and particularly mentioned and described in **Part-II of the Schedule** (and hereinafter for the sake of brevity referred to as "the **Said Premises**") **is the subject matter of these presents.**
- C. **Western Portion:** The divided and demarcated portion of the said Larger Premises on the **Western side** thereof containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less (hereinafter for the sake of brevity referred to as "the **Western Portion**"), is excluded from the purview and ambit of these presents, whereat the Vendor has already constructed and completed a project, and which shall continue to be owned held and possessed by the Vendor and/or its transferees solely exclusively and absolutely with the right to use enjoy further develop transfer deal with and dispose off the same, as the Vendor may deem fit and proper in its absolute discretion.

It is expressly agreed understood and clarified that barring some shared services as mentioned in the sale deeds executed in favour of the allottees of flats/ apartments in the Western Portion, both the **Said Premises** and the **Western Portion** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate and exclusive and independent of each other, notwithstanding the fact that a single/composite plan has been sanctioned for both the properties and the



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floor area ratio (FAR) available to the said Larger Premises (including the FAR additionally available under Rule 69A of the KMC Building Rules, 2009) has been utilised in such sanction and that the sanctioned areas in the respective buildings at the Said Premises and the Western Portion are not commensurate with the earmarked respective land areas. Accordingly, the rights of the allottees / owners / lessees of flats, apartments, units etc., in the land shall remain restricted to their respective exclusive properties in which their flats, apartments, units etc., shall be situated.

Further, it is clarified that the common header lines, municipal sewerage pipelines, water pipelines, electric lines and other low current and gas lines connections installations facilities amenities and utilities, which are common to both the said Premises and the Western Portion, may or are likely to pass under the five metre wide strip of land, which forms part of the Western Portion, the consent wherefor has been obtained by the Vendor from the allottees / purchasers of the flats / apartments / units of the project at the Western Portion.

- D. **Plan :** The Kolkata Municipal Corporation had granted permission and/or approved plans to construct buildings at both the Said Premises and the Western Portion vide Building Permit No.2012070138 dated 1st August 2012 as superseded by Building Permit No.2012070281 dated 14th December 2012, which was renewed by the Kolkata Municipal Corporation vide its Order dated 16th March 2018 for further 5 years (w.e.f. 14th December 2017) as superseded by Building Permit No.2018070238 dated 18th January 2019 and further revised under Rule 26(2a) and (2b) of the KMC Building Rules, 2009 on 6th April 2021 and the said plan was to be treated as part and parcel and contiguous to BS Plan No. 2018070238 dated 18.01.2019. The Kolkata Municipal Corporation, by a Demand Notice dated 24/09/2022 (in short "the **KMC Demand Notice**"), has informed the Vendor that the Building Permit alongwith the sanction plan (for development / construction of a new building at the Said Premises) will be issued subject to payment the fee therein mentioned (which proposed plan is hereinafter called "the **Proposed Plan**").



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- E. **Project at Western Portion completed:** The Vendor has completed the construction of the project at the Western Portion in accordance with the Plan sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued a Full Completion Certificate in respect thereof vide Completion Case No. 2021070001 dated 26.04.2021.
- F. The Vendor has represented and assured the Purchaser that the Vendor has not created any encumbrance or liability on the Said Premises and that the same is free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispendens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever.
- G. The Vendor approached the Purchaser and offered to sell and transfer to the Purchaser **All That** the said Premises free from all encumbrances and liabilities whatsoever or howsoever; and the Purchaser, relying on amongst others the representations declarations and assurances made and/or given by the Vendor from time to time, including those contained herein, and believing the same to be true and correct and acting on faith thereof, after being fully satisfied with regard to the right, title and interest of the Vendor in respect of the said Premises, has agreed to purchase the same from the Vendor for the consideration and on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

1. The Vendor has agreed to sell convey and transfer to the Purchaser and the Purchaser has agreed to purchase from the Vendor **All That** the said Premises (being the divided and demarcated portion on the **North Eastern Corner** of Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less, morefully and particularly mentioned and described in **Part-II of the Schedule**



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ADDITIONAL REGISTRAR
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28 SEP 2010

hereunder written), for the consideration and on the terms and conditions hereinafter contained.

- 1.1 The sale shall be with the benefits of the Proposed Plan and all rights privileges benefits advantages arising therefrom and the right to construct the new building in accordance with the Proposed Plan, with liberty to the Purchaser to have the same sanctioned and/or modified and/or altered and/or revalidated whatsoever and/or obtain fresh sanction.
2. The total consideration for sale conveyance and transfer of the said Premises is **Rs.1,21,00,00,000/= (Rupees One Hundred and Twenty One crores)** only and the same has been paid in full (as fully mentioned in Clause 8.2 below) at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo hereunder written admit and acknowledge);
3. The sale of the said Premises shall be free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispendens attachments trusts uses debutters wakfs acquisitions requisitions alignments prohibitions whatsoever or howsoever.
- 3.1 It is agreed understood and clarified that during the currency / subsistence of this agreement, the Vendor shall not enter into any agreement with any person for sale transfer or otherwise deal with the said Premises or any part thereof except with the Purchaser and/or its nominee and assign, nor create any encumbrance or liability with regard thereto and shall keep the same free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispendens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever.
- 3.2 It has been agreed between the Parties that the Purchaser shall be entitled to assign all its rights under this Agreement to any other entity or nominate



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any other entity in its place and stead to complete the purchase of the Said Premises, subject to the fact that such nomination or assignment may only be made for purchase of the Said Premises in its entirety as one lot and through one document and shall inform the Vendor and provide a copy of the document of such nomination and/or assignment to the Vendor within 7 (seven) days of entering into such transaction. The Purchaser shall not be allowed to assign or nominate more than one entity for purchase of the entirety of the Said Premises. In case of such assignment or nomination, the assignee/ nominee shall be bound by all the terms of this Agreement. Any such assignee or nominee of the Purchaser shall be entitled to have the Deed of Conveyance of the Said Premises executed directly in its favour. The Vendor shall not have any responsibility for the documentation or expense for such nomination/ assignment and the Purchaser shall indemnify and keep saved harmless and indemnified the Vendor in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Vendor due to such nomination/ assignment.

4. It is placed on record that the original title deeds of the said Premises have been delivered to the Purchaser, and the Purchaser shall be entitled to hold the same absolutely and exclusively.
5. It is recorded that the Vendor has simultaneously with the execution hereof delivered khas peaceful vacant physical possession of the said Premises to the Purchaser and henceforth the Purchaser shall hold possession of the said Premises absolutely exclusively and forever.
6. The sale and transfer herein envisaged shall be completed at any time hereafter but prior to expiry of a period of 3(three) months from the date of issuance of the occupancy certificate, be it partial, and the superstructure of the entire building being complete, at the Purchaser's option and discretion, by execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser and/or its nominee or assign as and when desired by the Purchaser, the draft of such conveyance having been approved by the Parties hereto and a copy whereof is hereto annexed and marked as **Annexure "A"**. The said Draft



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ADDITIONAL RECEIPT
OF ASSURANCE
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may undergo consequential changes in case the sale is effected in favour of the nominee(s) and/or assignee of the Purchaser as agreed between the parties.

- 6.1 It is recorded that simultaneously with the execution hereof, the Vendor has executed and registered a power of attorney in favour of the Purchaser and two others individuals named by the Purchaser for completion of sale of the said Premises, for mortgaging the said Premises and other purposes. The said Power of Attorney is for consideration and coupled with this agreement and shall remain irrevocable and Vendor shall not revoke the same nor attempt to do so.
- 6.2 It is clarified that such sale can be completed (at the option of the Purchaser) by the attorney appointed by the Vendor pursuant to this agreement and no further permission or ratification by the Vendor shall be necessary and a mere intimation of such sale to the Vendor shall be sufficient. Notwithstanding the aforesaid, in case the Purchaser requires the Vendor to personally execute the said Deed of Conveyance, the Vendor shall execute and register the same without demur, at the cost of the Purchaser.
7. The Vendor shall, upon being so requested by the Purchaser and at the costs of the Purchaser, take reasonable steps to cause the said Proposed Plan to be sanctioned and/or modified and/or altered and/or revalidated and/or obtain sanction of new / fresh plan.
- 7.1 Without prejudice to the obligation of the Vendor as stated in Clause 7 immediately preceding, the Purchaser itself shall also be entitled to apply for and obtain orders, permissions and approvals for sanction and/or modification and/or addition and/or alteration and/or revalidation of the Proposed Plan and/or obtain sanction of new / fresh plans for construction of new building or buildings at the said Premises and/or modification and/or addition and/or alteration and/or revalidation thereof from The Kolkata Municipal Corporation and other concerned authorities from time to time either in its own name and/or in the name of and/or on behalf of



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the Vendor as the Constituted Attorney/s of the Vendor and the Vendor doth hereby nominate constitute and appoint the Purchaser as its constituted attorney/s for such purpose.

7.1.1 The Vendor shall not cause any interference obstruction or hindrance in the Purchaser obtaining sanction / modification / addition / alteration / revalidation of the plan or in the Purchaser constructing building or buildings at the said Premises, and shall fully co-operate with and render all assistance to the Purchaser in connection therewith and sign execute deliver and register all papers plans documents etc., as the Purchaser may reasonably require from time to time.

8.2 By the KMC Demand Notice, the KMC has demanded sanction fees and other fees / charges therein mentioned. One such fees / component is a sum of Rs. **1,39,56,312** (Rupees one crore thirty nine lacs fifty six thousand three hundred twelve) only being the sanction fees and demand under the head "Fees for additional FAR under Rule 69A" (being Rule 69A of The KMC Building Rules) all aggregating a sum of Rs. 14,00,59,413/- (Rupees fourteen crores fifty nine lacs four hundred thirteen) only, which amount is the liability of the Vendor and has been taken over by the Purchaser with the understanding that out of the entire consideration of Rs. 1,21,00,00,000/= (Rupees One Hundred and Twenty One crores) being paid with the execution of these presents by the Purchaser, a sum of Rs. 106,99,40,587 (Rupees one hundred six crores nine nine lacs forty thousand five hundred eighty seven) only is being paid to the Vendor and the balance sum of Rs. 14,00,59,413/- (Rupees fourteen crores fifty nine lacs four hundred thirteen) only, is being paid or shall be paid by the Purchaser directly to the Kolkata Municipal Corporation on behalf of the Vendor as the sanction fees for the Proposed Plan.

8.3 The Purchaser is aware that the Western Portion is having a 5 (five) metre wide strip of land on its northern side leading to Middleton Street and the Vendor has erected a wall on the said Premises separating the same from the said 5 (five) metre wide strip of land. The Vendor hereby permits the Purchaser to use the said 5 (five) metre wide strip of land temporarily only



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OF ASSURANCES
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for the limited purpose of mobilizing construction equipment and completion of the underground / basement works of the proposed tower on the said Premises without in any manner affecting the safety and security of the allottees / buyers of the flats / apartments etc., at the Western Portion, and the said 5 (five) metre wide strip of land will not be available to the allottees / buyers of the flats / apartments etc., at the Western Portion for use or for ingress and egress or otherwise during such construction period. The Purchaser has been made aware by the Vendor (i) that such inaccessibility of the said 5 (five) metre wide strip of land for use by the allottees etc. of the Western Portion will be only for a temporary period commencing from the date of notice of commencement of construction being submitted to The Kolkata Municipal Corporation in respect of the proposed Tower at the said Premises until construction of 3 (three) floors above the ground floor of the proposed tower at the said Premises is completed or till expiry of a period of 7 (seven) months from the date of filing of notice of commencement of construction of the proposed tower at the said Premises, whichever be earlier and (ii) that no part of the basement(s) of the said proposed tower / building at the said Premises shall encroach upon the said 5 (five) metre wide strip of land comprised in the Western Portion.

8.3.1 Further, the Vendor and the Purchaser are aware of the fact that the common header lines, municipal sewerage pipelines, water pipelines, electric lines and other low current and gas lines connections installations facilities amenities and utilities, which are common to both the said Premises and the Western Portion, may or are likely to pass under the said 5 (five) metre wide strip of land, the consent wherefor has been obtained by the Vendor from the allottees / purchasers of the flats / apartments / units of the project at the Western Portion.

8.4 The Purchaser shall be entitled to lease and / or let out the entirety of the Said Premises in one lot and through one composite document. The Purchaser shall not be allowed to lease or let out any part or portion of the Said Premises or any undivided share thereof. The Vendor may join such lease to confirm the right of the Purchaser to act as lessor. However, the



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ADDITIONAL REGISTRAR
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Vendor shall not have any obligation under such lease and shall not be made liable for any compliance of the Purchaser under any such lease or tenancy. The Purchaser alone shall be liable for all the obligations and compliances under such lease or tenancy and the Purchaser shall indemnify and keep saved harmless and indemnified the Vendor in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Vendor due to non-compliance or non-fulfillment of obligations of the Purchaser..

- 8.5 The Purchaser has independently investigated and verified the devolution of the right, title and interest of the Vendor in respect of the said Premises and inspected all the original title deeds and documents and fully satisfied itself in this regard. The Purchaser hereby undertakes and declares that it shall not raise any further claim or objection of any manner in respect of the Vendor's right, title and interest in the said Premises at any time henceforth.
9. With effect from the date hereof, the Purchaser shall have the full power liberty and entitlement to do all or any of the following acts deeds and things and on such terms and conditions as the Purchaser may in its absolute discretion deem fit and proper:
- a) To demolish the existing building and structures at the said Premises and construct build re-build and/or re-construct new building or buildings and/or other structures at the said Premises or any part thereof and/or make additions or alterations or modifications thereto and to do all acts deeds and things as may be required for the said purposes as per applicable laws.
 - b) To sign and execute all plans sketches papers and applications and get the same submitted and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining electricity gas



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telephone water drainage sewerage etc., and all other utilities and permissions (including lifts, escalators etc.).

- 9.1 For all or any of the purposes mentioned hereinabove, the Vendor shall fully co-operate with the Purchaser in all manner and sign execute submit and/or deliver all applications plans papers documents title deeds as may be required of by the Purchaser from time to time at the cost and expenses of the Purchaser.
- 9.2 Without prejudice to Clauses 3.2 and 8.4 above, the Purchaser shall be entitled to sell, transfer, lease, assign, mortgage, charge, transfer or part with possession and/or agree to do so, the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and other constructed areas and rights (including advertising, display and signage rights etc.) in the tower and/or building or buildings to be constructed at the said Premises, on such terms and conditions as the Purchaser may deem fit and proper and no further consent or permission of the Vendor shall be required therefor. All such transactions shall be done by the Purchaser in its own name without in any way involving the Vendor.
- 9.3 The Purchaser shall be entitled to receive realise and appropriate all sale proceeds and all other moneys, by whatever name called, derived / received by the Purchaser from sale, transfer, lease, assignment, transfer etc., of the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and other constructed areas and rights (including advertising, display and signage rights etc.) in the tower and/or building or buildings to be constructed at the said Premises and all other portions of the said Premises, in its own name.
10. The Purchaser shall, with effect from the date hereof, be entitled to arrange for financing of the proposed development / project at the said Premises (**Project Finance**) or Loan for business purposes or a Loan against Property from Banks / Financial Institutions /NBFC/ other entities (**Financier**), including for home loans etc. to be availed by the flat / unit buyers, and for the purpose of securing repayment of the amount so



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20 SEP 1972

borrowed, the Purchaser shall be entitled to create charge / mortgage / pledge over and in respect of the said Premises and for that the Vendor shall fully co-operate with the Purchaser and the Vendor agrees and undertakes to sign execute and register (either itself or through the attorney/s appointed by the Vendor pursuant to this agreement) all applications papers deeds documents and instruments as may be necessary and/or required therefor, including mortgage deed(s), and in any event the Purchaser is hereby authorized by the Vendor to sign execute and register all applications papers deeds documents and instruments as may be necessary and/or required therefor, including mortgage deed(s) and any other necessary documents on behalf of the Vendor Provided That the Vendor shall not have any liability whatsoever to repay such loans and/or any interest, penalty or other amounts thereof (collectively called "the **Project Finance Liability**"). The Purchaser agrees to keep the Vendor indemnified against any claim, liability or loss whatsoever relating to such loan / Project Finance / Project Finance Liability arising out of such borrowings. The Purchaser shall be entitled to deposit the original title deeds with the Banks/Financial Institutions/other entities for creating equitable mortgage or registered mortgage or otherwise, to which the Vendor hereby consents and no further approval / consent / permission of the Vendor shall be required therefor. If any registered mortgage is made, the Purchaser shall endeavour to have a provision as regards the Vendor not being liable for the project finance and in case the same may not be possible, the Purchaser shall notify the Financier of this provision and such registered mortgage shall not contain any provision to the contrary.

11. All municipal and other rates and taxes in respect of the said Premises with effect from the date hereof shall be the liability of the Purchaser **Provided That** till such time the said Premises is separately assessed to such taxes, the Purchaser shall pay proportionate share of such taxes based on land area, **it being clarified agreed and understood that** if there be any liability in respect of the said Premises for the period prior to the date hereof, the Vendor shall bear and pay the same and shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as



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OF ASSURANCES (M. P. & C. S.)
28 SEP 1974

also for all losses damages claims demands and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof.

The Purchaser shall regularly bear, pay and discharge or cause to be borne, paid and discharged all existing and future rates, taxes, assessments, impositions, levies and charges whatsoever whether of the Government or of the Kolkata Municipal Corporation or of any local body or authority which now are or may at any time hereafter during the said term be assessed, levied, charged or imposed upon the said Premises or any part thereof, from this date hereon. The Vendor shall remain indemnified by the Purchaser against any such claims, dues payable by the Purchasers to any local authority in future.

12. Notwithstanding anything to the contrary elsewhere herein contained, in the event of acquisition of the said Premises or any portion thereof or any buildings and/or constructions thereon or any part thereof under any law for the time being in force, then and in such event the entire amount of compensation money shall be receivable by the Purchaser alone and to the exclusion of the Vendor. The Purchaser shall be entitled to take and initiate appropriate steps and proceedings for challenging the acquisition. However, the Purchaser will not have any recourse against the Vendor save to the extent herein mentioned. The Vendor shall fully co-operate with the Purchaser with regard to the above and sign execute register and deliver all papers documents writings etc., as be required in connection therewith and in case for any reason the compensation money is paid to the Vendor, the Vendor shall forthwith reimburse the same to the Purchaser without delay or demur.
- 12.1 Notwithstanding anything to the contrary elsewhere herein contained, in the event of requisition of said Premises or any portion thereof and/or the buildings and/or structures erected and/or to be erected thereon or any part thereof under any law for the time being in force, the entire monthly



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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

20 SEP 1924



and periodical compensation money that will be awarded or become payable by the requisitioning or other authority in respect thereof shall belong to the Purchaser and the Vendor shall not have any right to claim any apportionment of such compensation money. The Purchaser shall be entitled to sue for enforcement and/or recovery of the requisite compensation money from the requisitioning or other appropriate authority and also to apply for and sue or institute other proceedings for enhancement and/or for taking and initiating appropriate steps and proceedings for vacating the requisition and to obtain vacant possession of the requisitioned property from the requisitioning or other appropriate authority. However, the Purchaser will not have any recourse against the Vendor save to the extent herein mentioned.. The Vendor shall fully cooperate with the Purchaser with regard to the above and sign execute register and deliver all papers documents writings etc., as be required in connection therewith and in case for any reason the compensation money is paid to the Vendor, the Vendor shall forthwith reimburse the same to the Purchaser without delay or demur.

13. In case any of the provisions of this Agreement is found or held invalid or otherwise unenforceable by any court or any other authority, such findings shall not invalidate the remainder of the Agreement. Provided That any party having already derived any benefit from any such invalidated provision shall be liable to compensate the other party keeping in view the overall spirit and intent of this Agreement.
14. In case any of the provisions of this Agreement may be constructed in more ways than one, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning and not strictly against any party.
15. Any provision or covenant of this Agreement, which expressly imposes obligations beyond the expiration or termination of this Agreement, shall survive such expiration or termination.



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25 SEP 1944

16. No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties hereto.
17. No forbearance, indulgence or relaxation or inaction by any party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision. Any waiver or acquiescence by any party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
18. The Vendor agrees and undertakes that it shall sign and execute all papers, documents, instruments and assurances as may be necessary for the purpose of giving effect to the intent and purpose of this agreement.
19. The Vendor agrees and undertakes to take such action and co-operate with the Purchaser in executing and delivering any document or instrument reasonably necessary or convenient from time to time to give effect to the provisions of this Agreement.
20. The Vendor shall under no circumstances be entitled to cancel or terminate this agreement on any ground whatsoever, considering the fact that the Purchaser has made full payment of the consideration and nothing remains to be complied with by the Purchaser.
21. All title related issues shall be within the domain of the Vendor and all construction and development related issues, and those arising out of RERA, shall be within the domain of the Purchaser and each Party shall fully indemnify the other with regard thereto.



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28 SEP 1922

THE SCHEDULE ABOVE REFERRED TO:**PART-I****(Larger Premises)**

ALL THAT the municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos.42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071 and containing land with structures on a land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, under Sub-Registration office Kolkata in Ward No. 063 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **Plan** hereto annexed and butted and bounded in the manner following :-

- ON THE NORTH** : Partly by Municipal Premises No. 42C Chowringhee Road; Kolkata and partly by the building popularly known as Jeevandeep Building at Premises No. 1, Middleton Street, Kolkata and partly by Premises No. 3, Middleton Street Kolkata and partly by the Municipal Road popularly known as Middleton Street, Kolkata;
- ON THE EAST** : Partly by Municipal Road popularly known as Nandalal Bose Sarani, Kolkata and partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;
- ON THE SOUTH** : partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata; and partly by land with building being Municipal Premises No. 12 Ho Chi Minh Sarani, Kolkata and partly by Premises No. 13 Ho Chi Minh Sarani, Kolkata and partly by the building popularly known as Tata Centre and having its address at 43 Chowringhee Road, Kolkata;



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OF ASSURANCES, BHOPAL
28 SEP 2022



ON THE WEST : Partly by Municipal Road popularly known as Chowringhee Road, Kolkata and partly by the building popularly known as Jeevan Sudha and having its address at Premises No. 42C Chowringhee Road, Kolkata and partly by Jeevandeep Building and having its address at 1, Middleton Street, Kolkata and partly by Municipal Premises No. 3, Middleton Street, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART-II

(said Premises)

ALL THAT the divided and demarcated portion of the said Larger Premises (described in **Part-I of this Schedule**) on the **North-Eastern Corner** thereof containing an area of 35 Cottahs 15 Chittacks and 35 sq.ft., and shown verged within "**Brown**" borders on the **Plan** hereto annexed and butted and bounded in the manner following:-

ON THE NORTH : By Municipal Road popularly known as Middleton Street, Kolkata;

ON THE EAST : By Municipal Road popularly known as Nandalal Bose Sarani, Kolkata;

ON THE SOUTH : By the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;

ON THE WEST : By the five metre wide strip of land, being a part of the Western Portion.



ADDITIONAL REGISTRAR
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28 SEP 2027

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed **VENDOR** at **Kolkata** in the presence of:

Achya Pushti
Son of Daulat Pushti
T. C. R. Avenue
Koi: 72

Chowringhee Residency Private Limited

[Signature]

Director

Chowringhee Residency Private Limited

[Signature]

Director

SIGNED SEALED AND DELIVERED by the abovenamed **PURCHASER** at **Kolkata** in the presence of:

Azeen Karmakar
S/o, Late R.C. Karmakar
164/1, Maniktales Main Road
Kolkata - 700054

MANI REALTY PROJECTS PVT. LTD.

[Signature]

Director/Authorised Signatory

Drafted by me

[Signature]

ARJUN KARMAKAR

Advocate

Enrollment No. F/1618/2014
City Civil Court Calcutta



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ADDITIONAL REGISTRAR
OF ASSURANCES

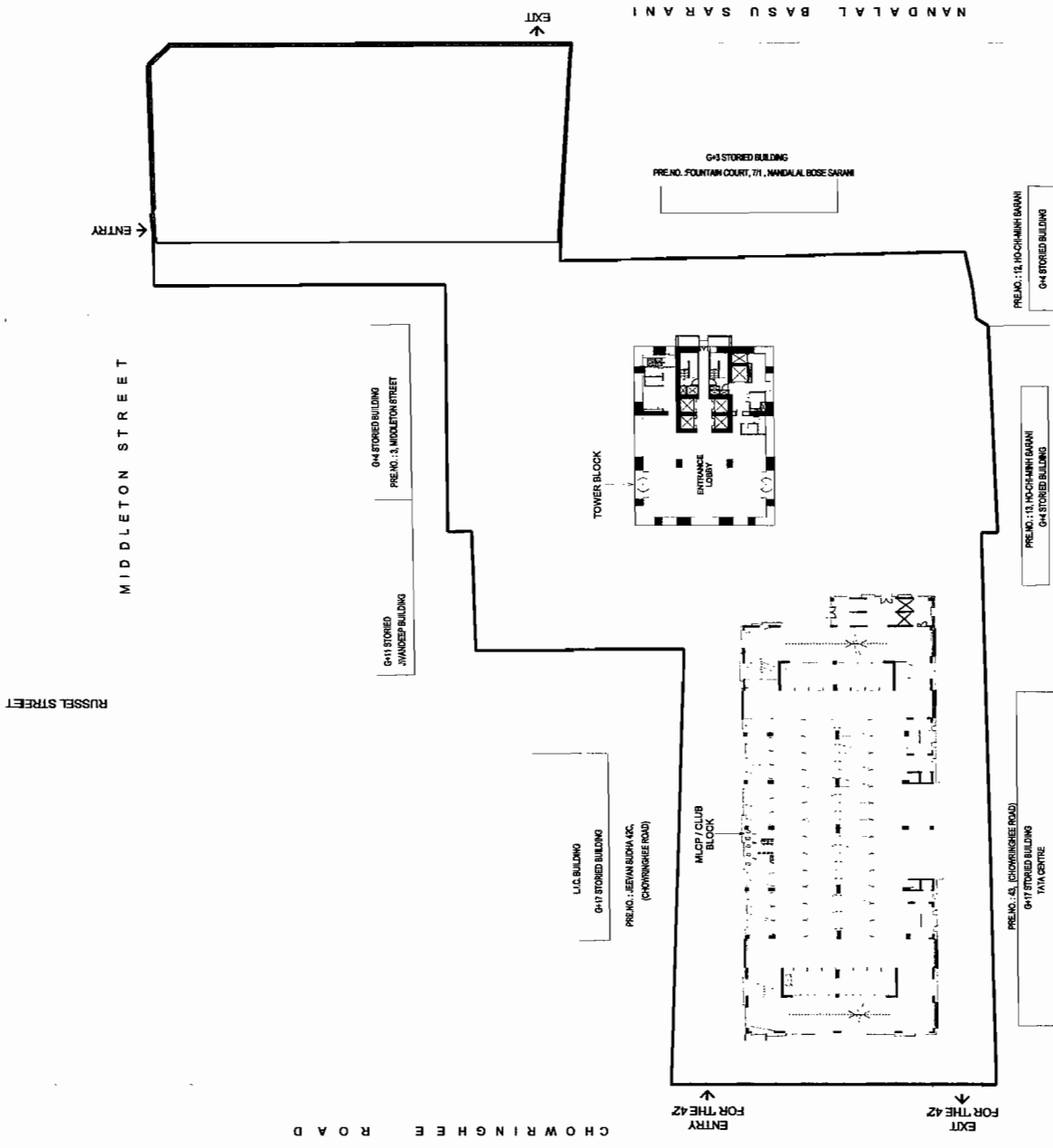
28 SEP 2022

Chowringhee Residency Private Limited

[Signature]
Director

Chowringhee Residency Private Limited

[Signature]
Director



[Signature]
MANI REALTY PROJECTS PVT. LTD.
Director/Authorised Signatory

NOTES:-

1. The larger premises admeasuring 214 cottans 11 chittacks 33 sqft, shown thus within "BLUE" borders.
2. The said premises admeasuring 35 cottans 15 chittacks 35 sqft, shown thus within "BROWN" borders.

THE PLAN FORMING PART OF THE FOREGOING DOCUMENT CONCERNING A DEMARCATED PORTION OF MUNICIPAL PREMISES NO. 42B, CHOWRINGHEE ROAD, KOLKATA - 700071, P.S. SHAKESPEARE SARANI, REGN. OFFICE: ARA-II, KOLKATA, WITHIN WARD NO. 063 OF "THE KOLKATA MUNICIPAL CORPORATION".



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ADDITIONAL REGISTRAR
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28 SEP 2012

RECEIPT AND MEMO OF CONSIDERATION:

Received of and from the withinnamed Purchaser the withinmentioned sum of **Rs.1,21,00,00,000 (Rupees One Hundred Twenty One crores)** only being the Consideration in full payable under these presents as per memo written hereinbelow.

MEMO OF CONSIDERATION:

SL No	Particulars	Amount (Rs.)
1	By and out of Cheque no. 001106 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
2	By and out of Cheque no. 001107 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
3	By and out of Cheque no. 001108 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
4	By and out of Cheque no. 001109 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
5	By and out of Cheque no. 001110 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
6	By and out of Cheque no. 001111 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
7	By and out of Cheque no. 001112 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
8	By and out of Cheque no. 001113 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
9	By and out of Cheque no. 001114 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
10	By and out of Cheque no. 001115 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
11	By and out of Cheque no. 001116 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
28 SEP 2022

12	By and out of Cheque no. 001117 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
13	By and out of Cheque no. 001118 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
14	By and out of Cheque no. 001119 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
15	By and out of Cheque no. 001120 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
16	By and out of Cheque no. 001121 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
17	By and out of Cheque no. 001122 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
18	By and out of Cheque no. 001123 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
19	By and out of Cheque no. 001124 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
20	By and out of Cheque no. 001125 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
21	By and out of Cheque no. 001126 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
22	By and out of Cheque no. 001127 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
23	By and out of Cheque no. 001128 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
24	By and out of Cheque no. 001129 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
25	By and out of Cheque no. 001130 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
26	By and out of Cheque no. 001131 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
27	By and out of Cheque no. 000590 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	10,340,587
28	By and out of Cheque no. 000587 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	7,500,000



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REGIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

28 SEP 2022

29	By way of the Purchaser taking over the Vendor's liability and making payment of the sum of Rs. 14,00,59,413/- (Rupees fourteen crores fifty nine lacs four hundred thirteen) only, to the KMC, on 28.09.2022 being the sanction fees and demand under the head "Fees for additional FAR under Rule 69A" (being Rule 69A of The KMC Building Rules) as dealt with in Clause 8.2 above	140,059,413
30	By and out of Tax Deducted at Source and to be credited to the Central Government by the Purchaser	12,100,000
	Total	1,210,000,000

(Rupees one hundred twenty one crores) only

Witnesses:

Achya Punnit

Areen Karmakar

Chowringhee Residency Private Limited

[Signature]

Director

Chowringhee Residency Private Limited

[Signature]

Director



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
29 SEP 2022

ANNEXURE "A"

THIS INDENTURE OF CONVEYANCE made this _____ day of _____ Two Thousand Twenty-_____

BETWEEN

CHOWRINGHEE RESIDENCY PRIVATE LIMITED (PAN AACCD6701C) an existing Company within the meaning of the Companies Act, 2013 having its registered office at 42B, Chowringhee Road, Kolkata 700071, represented by its authorised representatives **(1) Mr. Apurva Salarpuria** (PAN APMS8294P) son of Late Rakesh Salarpuria residing at 574, "N" Block, New Alipore, Post Office New Alipore, Police Station New Alipore, Kolkata 700053 and **(2) Mr. Sheo Kajaria** (PAN AFCK7875A) son of late Basdeo Kajaria residing at 4FL-701, Ashoka Road, Post Office Alipore, Police Station Alipore Kolkata 700027, duly authorized by the Board of Directors' Resolution dated _____ hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **ONE PART**

AND

MANI REALTY PROJECTS PRIVATE LIMITED (PAN AALCS6142H) (CIN U45400WB2008PTC22273) a Company within the meaning of the Companies Act, 1956 and having its place of business at IT-9, ninth floor, "Mani Square", 164/1, Maniktala Main Road, Post Office Kankurgachi, Police Station Phoolbagan, Kolkata - 700054 duly represented by its Director **Mr. Srikant Jhunjunwala** (PAN AGRPJ9513C) son of Mr. Sanjay Jhunjunwala, residing at 3/1 Queens Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata 700019 duly authorized by the Board of Directors' Resolution dated _____ hereinafter referred to as "the **PURCHASER**" [which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include its successors or successors-in-interest and nominee and/or assign) of the **OTHER PART**:

WHEREAS:

- A. **Larger Premises:** The Vendor is the sole and absolute owner of **All That** the present municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071, containing an aggregate land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Sub-Registration Office Kolkata within Ward No. 063 of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **Part-I of the First Schedule** hereunder written (and hereinafter for the sake of brevity referred to as "the **Larger Premises**"). To facilitate phased developments, the Western Portion of the said Larger Premises is physically separated from the North Eastern Portion thereof. The Western side property, as hereinafter defined, **is not the subject matter of these presents**, and has already been



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ADDITIONAL REGISTRAR
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developed and is being dealt with in favour of the various allottees by the Vendor.

The devolution of title of the Vendor to the Larger Premises is set out in the **Second Schedule** hereunder written.

- B. **Said Premises:** The divided and demarcated portion on the **North Eastern Corner** of Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less morefully and particularly mentioned and described in **Part-II of the First Schedule** (and hereinafter for the sake of brevity referred to as "the **Said Premises**") **is the subject matter of these presents.**
- C. **Western Portion:** The divided and demarcated portion of the said Larger Premises on the **Western side** thereof containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less (hereinafter for the sake of brevity referred to as "the **Western Portion**"), is excluded from the purview and ambit of these presents, whereat the Vendor has already constructed and completed a project, and which shall continue to be owned held and possessed by the Vendor and/or its transferees solely exclusively and absolutely with the right to use enjoy further develop transfer deal with and dispose off the same, as the Vendor may deem fit and proper in its absolute discretion.

It is expressly agreed understood and clarified that barring some shared services as mentioned in the sale deeds executed in favour of the allottees of flats/ apartments in the Western Portion, both the **Said Premises** and the **Western Portion** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent of each other, notwithstanding the fact that a single/composite plan has been sanctioned for both the properties and the floor area ratio (FAR) available to the said Larger Premises (including the FAR additionally available under Rule 69A of the KMC Building Rules, 2009) has been utilised in such sanction and that the sanctioned areas in the respective buildings at the Said Premises and the Western Portion are not commensurate with the earmarked respective land areas. Accordingly, the rights of the allottees / owners / lessees of flats, apartments, units etc., in the land shall remain restricted to their respective exclusive properties in which their flats, apartments, units etc., shall be situated.

Further, it is clarified that the common header lines, municipal sewerage pipelines, water pipelines, electric lines and other low current and gas lines connections installations facilities amenities and utilities, which are common to both the said Premises and the Western Portion, may or are likely to pass under the 5 (five) metre wide strip of land, which forms part of the Western Portion, the consent wherefor has been obtained by the Vendor from the allottees / purchasers of the flats / apartments / units of the project at the Western Portion.



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28 SEP 2021

- D. **Plan :** The Kolkata Municipal Corporation had granted permission and/or approved plans to construct buildings at both the Said Premises and the Western Portion vide Building Permit No.2012070138 dated 1st August 2012 as superseded by Building Permit No.2012070281 dated 14th December 2012, which was renewed by the Kolkata Municipal Corporation vide its Order dated 16th March 2018 for further 5 years (w.e.f. 14th December 2017) as superseded by Building Permit No.2018070238 dated 18th January 2019 and further revised under Rule 26(2a) and (2b) of the KMC Building Rules, 2009 on 06.04.2021 and the said plan was to be treated as part and parcel and contiguous to BS Plan No. 2018070238 dated 18.01.2019. The Kolkata Municipal Corporation Demand, by a Demand Notice dated 24/09/2022 (in short "**the KMC Demand Notice**"), has informed the Vendor that the Building Permit alongwith the sanction plan (for development / construction of a new building at the Said Premises) will be issued subject to payment the fee therein mentioned (which proposed plan is hereinafter called "**the said Plan**").
- E. **Project at Western Portion completed:** The Vendor has completed the construction of the project at the Western Portion in accordance with the Plan sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued a Full Completion Certificate in respect thereof vide Completion Case No. 2021070001 dated 26.04.2021.
- F. **Sale Agreement :** By an Agreement for Sale dated _____ 2022 and registered with the _____ in _____, the Vendor agreed to sell and transfer to the Purchaser herein **All That** the said Premises Together With the benefits of the said Plan and all rights privileges benefits advantages arising therefrom and the right to construct the new building in accordance with such Plan, with liberty to the Purchaser to have same sanctioned and/or modified and/or altered and/or revalidated whatsoever and/or to obtain fresh sanction, for the consideration of **Rs.1,21,00,00,000/= (Rupees One Hundred and Twenty One crores)** only and on the terms and conditions therein contained (in short "**the Sale Agreement**"). Pursuant to and in terms of the Sale Agreement, the Purchaser duly made payment of the entire consideration to the Vendor and the Vendor delivered khas peaceful vacant physical possession of the said Premises to the Purchaser to be held by the Purchaser absolutely and forever.
- G. **Steps for Development :** Pursuant to the Sale Agreement, the Purchaser has taken various steps for development of the said Premises.
- H. **Request to Convey:** The Purchaser has now called upon the Vendor to complete the sale of the said Premises in favour of the Purchaser, and the Vendor has agreed to do so.
- I. **Representations and assurances:** The Vendor reiterates its representations and assurances that the Vendor has not created any encumbrance on the Said Premises and that the same is free from all encumbrances mortgages charges leases tenancies occupancy rights



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ADDITIONAL REGISTRAR
OF SOCIETIES-IV, KOLKATA

28 SEP 2022

thika tenancies restrictions restrictive covenants liens lispendens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever. All representations and warranties made by both the Vendor and the Purchaser under the Sale Agreement are reiterated herein and both Parties hereby reiterate and restate the obligations and indemnities stated therein.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Sale Agreement and in consideration of the sum of **Rs.1,21,00,00,000/= (Rupees One Hundred and Twenty One crores)** only by the Purchaser to Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be), the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT the Said Premises**, being the divided and demarcated portion on the **North Eastern Corner** of Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less, morefully and particularly mentioned and described in **Part-II of the First Schedule** hereunder written, with all benefits of the said Plan **and** all and whatever rights title and interest of the Vendor in the said Premises and the properties benefits advantages and rights appurtenant thereto **TOGETHER WITH** the benefits of the said Plan and all rights privileges benefits advantages arising therefrom and the right to construct the new building in accordance with such Plan, with liberty to the Purchaser to have same sanctioned and/or modified and/or altered and/or revalidated whatsoever and/or to obtain fresh sanction **TOGETHER WITH** all easements quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Premises **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound walls on all sides areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** all legal incidents thereof **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidence of title which in anywise relate to the Larger Premises and the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be which now are or hereafter shall or may be in possession power or control of the Vendor or any other person or persons from whom the Vendor can or may procure the same **TO HAVE AND TO HOLD** the said Premises hereby granted sold conveyed transferred assigned



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
20 SEP 2022

and assured or expressed or intended so to be unto and to the Purchaser absolutely and forever free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor has been and is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** 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 whereby the said Premises hereby granted sold conveyed and transferred or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor hath now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now is free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions 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.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption



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claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.

- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispendens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever.
- (vii) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the said Premises or any part thereof through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the said Premises unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser, including for mutation of the name of the Purchaser as the owner of the said Premises in the records of The Kolkata Municipal Corporation and all concerned authorities.

III. AND THE VENDOR DOTH HEREBY DECLARE CONFIRM ASSURE AND COVENANT WITH THE PURCHASER that the Vendor shall always be liable for payment of municipal and all other rates and taxes and other outgoings in respect of the said Premises for the period upto the date of execution of the Sale Agreement (including liabilities that may arise subsequent to the date hereof but belonging and/or pertaining to the period prior to the said date) and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims suits demands and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof. The Purchaser shall always be liable for payment of municipal and all other rates and taxes and other outgoings in respect of the said Premises for the period post the date of execution of the Sale Agreement and the Purchaser shall indemnify and keep saved harmless and indemnified the Vendor in respect thereof as also for all losses damages claims suits demands and proceedings as may be suffered by the Vendor due to non-payment or delay in payment thereof.



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THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART-I
(Larger Premises)**

ALL THAT the municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos.42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071 and containing land with structures on a land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, under Sub-Registration office Kolkata in Ward No. 063 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following :-

- ON THE NORTH** : Partly by Municipal Premises No. 42C Chowringhee Road; Kolkata and partly by the building popularly known as Jeevandeep Building at Premises No. 1, Middleton Street, Kolkata and partly by Premises No. 3, Middleton Street Kolkata and partly by the Municipal Road popularly known as Middleton Street, Kolkata;
- ON THE EAST** : Partly by Municipal Road popularly known as Nandalal Bose Sarani, Kolkata and partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;
- ON THE SOUTH** : partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata; and partly by land with building being Municipal Premises No. 12 Ho Chi Minh Sarani, Kolkata and partly by Premises No. 13 Ho Chi Minh Sarani, Kolkata and partly by the building popularly known as Tata Centre and having its address at 43 Chowringhee Road, Kolkata;
- ON THE WEST** : Partly by Municipal Road popularly known as Chowringhee Road, Kolkata and partly by the building popularly known as Jeevan Sudha and having its address at Premises No. 42C Chowringhee Road, Kolkata and partly by Jeevandeep Building and having its address at 1, Middleton Street, Kolkata and partly by Municipal Premises No. 3, Middleton Street, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**PART-II
(said Premises)**

ALL THAT the divided and demarcated portion of the said Larger Premises (described in **Part-I of this Schedule**) on the **North-Eastern Corner** thereof



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ADDITIONAL REGISTRAR
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containing an area of 35 Cottahs 15 Chittacks and 35 sq.ft., and shown verged within "**Brown**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following:-

- ON THE NORTH** : By Municipal Road popularly known as Middleton Street, Kolkata;
- ON THE EAST** : By Municipal Road popularly known as Nandalal Bose Sarani, Kolkata;
- ON THE SOUTH** : By the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;
- ON THE WEST** : By the five metre wide strip of land, being a part of the Western Portion.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

I. Title of Chowringhee Residency Private Limited (previously known as Diamond Empire Estates Private Limited) to the said Larger Premises [being present premises No.42B Chowringhee Road, Kolkata, formed on amalgamation of (i) the erstwhile Premises No.42B Chowringhee Road; (ii) the erstwhile Premises No.3/1 Middleton Street; Kolkata and (iii) Premises No.7 Nandalal Basu Sarani (formerly known as Little Russel Street Kolkata)]:

A. Title related to the erstwhile Premises No.42B Chowringhee Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road Kolkata):

1. The erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road (later on amalgamated and numbered as Premises No.42B Chowringhee Road Kolkata) (in this part referred to as "the said Property") was belonging to Maharajadhiraj Sir Kameswar Singh of Darbhanga (hereinafter referred to as "the said Maharaja") till his death on 01st October, 1962. During his life-time, the said Maharaja made and published his Last Will and Testament dated 05th July 1961. The said Will was probated in the Hon'ble High Court at Calcutta by its Order dated 26th September 1963.
2. Under the said Will, the said Maharaja formed a Trust in respect of the residuary estate of the said Maharaja, which inter-alia included the said Property. Various disputes arose amongst the heirs of the said Late Maharaja and the Trustees to the said Residuary Estate resulting in several litigations and proceedings which all culminated into Appeal (being Civil Appeal No. 3964 – 3965 of 1983) before the Hon'ble Supreme Court of India. A Memorandum of Family Settlement and Arrangement was executed amongst the Trustees and the heirs and legal representatives of the said Late Maharaja on 27th March 1987, and a compromise petition was filed



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in Civil Miscellaneous Petition No.17406 – 07 of 1987 in the Supreme Court of India, in terms of which the Hon'ble Supreme Court of India passed an order and decree dated 15th October 1987 wherein it was *inter-alia* directed that the said Property be sold and transferred by the Trustees of the Residuary Estates of the said Maharaja.

3. The Division Bench of the High Court at Calcutta by its Order dated 05th June 1992 in Appeal No.262 of 1990, directed that the sale of the said Property shall be made by the Trustees with the confirmation of the Hon'ble High Court at Calcutta.
4. In terms of the said Supreme Court order dated 15th October 1987 and pursuant to the decision of the Committee of Beneficiaries, the Trustees agreed to sell the said Property for a sum of Rs.10.40 crore unto and in favour of (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) Aditya Amit Fiscal Service Private Limited (11) SPA Lease & Finance Limited, (12) SPA Tea Private Limited (later known as SPA Tea Limited), (13) SPA Electrical Equipments Limited, and (14) STB Leasing and Finance Private Limited (in this part collectively referred to as "the said 14 Companies") on the terms and conditions contained and recorded in an Agreement for Sale dated 18th January 1993.
5. In terms of the said order dated 5th June 1992 an application was filed by the said Trustees before the Hon'ble Division Bench of the Calcutta High Court in the said Appeal No.262 of 1990 and by an order dated 11th June 1993 as modified by the order dated 9th July 1993, the Hon'ble High Court was pleased to confirm the sale of the said Property in favour of the said 14 Companies as and by way of Court Sale and on the terms and conditions contained and provided for in the said orders.
6. The said orders dated 11th June 1993 and 9th July 1993 *inter alia* provided that Mr. Dipak Deb and Mr. P. K. Bagaria, and appointed as the Joint Receivers appointed by the Court in respect of the said Property, upon receipt of full consideration money would execute the conveyance or conveyance(s) in respect of the said Property in favour of the said 14 Companies or their nominees.
7. Accordingly, the said 14 Companies paid full consideration money and thereafter by an Indenture of Conveyance dated October 3, 1997 made between the said Mr. Dipak Deb and Mr. P. K. Bagaria as the Vendors / Joint Receivers, Dwarkanath Jha and others as the Confirming Parties / Trustees and the said 14 Companies as the Purchasers and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.1 Pages from 33 to 97 as Being



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No.2243 for the year 1997, the said 14 Companies jointly purchased the said Property comprising 5 (Five) Bighas of land.

8. On November 8, 2007, one of the said 14 purchasers to the said Deed of Conveyance dated October 3, 1997, namely Aditya Amit Fiscal Services Pvt. Ltd., conveyed its undivided 1/14th share in the said Property in favour of the remaining 13 Purchaser Companies by and under a registered Indenture of Conveyance and registered with the office of The Additional Registrar of Assurances-II, Kolkata in Book No.1 Volume No. I Pages from 1 to 23 as Being No.08884 for the year 2008.
9. In the event aforesaid, the said remaining 13 Companies, namely (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) SPA Lease & Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, became the absolute owners of the said Property, each having equal 1/13th share therein.

B. Title related to the erstwhile Premises No.3/1 Middleton Street:

1. By a registered Indenture of Conveyance dated 28th February 2000 and registered with the Additional Registrar of Assurances-II, Calcutta in Book No.1 Volume No.21, Pages from 95 to 225 Being No.901 for the year 2001, one ICI India Ltd. sold conveyed and transferred unto and in favour of one Hotel & Resort Ventures (P) Ltd. **All That** Premises No.3/1 Middleton Street, Kolkata comprising of 3 (three) Bighas 17 (seventeen) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet more or less, of land.
2. The name of Hotel & Resort Ventures Pvt. Ltd. was later changed to Resurgent Hotels Pvt. Ltd. with effect from 10th April 2007.

C. Title related to the erstwhile Premises No. 7 Nandalal Basu Sarani (formerly known as Little Russel Street):

1. By virtue of several Indentures of conveyance, details whereof are mentioned hereinbelow, the following companies had purchased **All That** the erstwhile Premises No.7, Nandalal Basu Sarani (previously Little Russel Street), Kolkata comprising of 1 (one) Bigha 15 (fifteen) Cottahs 15 (fifteen) Chittacks 35(thirty-five) Square Feet more or less of land alongwith structures standing thereon:-



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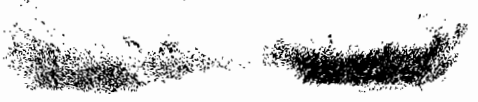
28 SEP 2019

Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
1	Kothari Scientific & Research Institute	Concrete Builders Private Limited	31 st March, 1988	Book No. I, Volume No.118, Page Nos. 32 to 45 Being No.3661 for the year 1988	1200 Square feet in the second floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
2	Kothari Scientific & Research Institute	Tulip Builders Private Limited	31 st March, 1988	Book No. I, Volume No.94, Page Nos.399 to 412 Being No.3660 for the year 1988	1200 Square feet in the first floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
3	Kothari Scientific & Research Institute	Delite Developers Private Limited	31 st March, 1988	Book No.I, Volume No.92, Page Nos.185 to 198 Being No.3663 for the year 1988	1450 Square feet in the Ground floor	18% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
4	Kothari Scientific & Research Institute	Nandan Promoters Private Limited	31 st March, 1988	Book No.I, Volume No.94, Page Nos.385 to 398 Being No.3659 for the year 1988	1400 Square feet in the First floor	17.50% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
5	Kothari Scientific & Research Institute	Garden Builders Private Limited	31 st March, 1988	Book No.I, Volume No.117, Page Nos.107 to 116 Being No.3665 for the year 1988	1400 Square feet in the Ground floor	17% out of 1 Bigha 7 Cottahs 8 Chittacks 12



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Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
						Square Feet
6	Kothari Scientific & Research Institute	Slab Construction Private Limited	31 st March, 1988	Book No.I, Volume No.118, Page Nos. 46 to 60 Being No. 3662 for the year 1988	1400 Square feet in the second floor	17.50% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
7	Kothari Scientific & Research Institute	Delite Promoters Private Limited	31 st March, 1988	Book No.I, Volume No. 92, Page Nos. 199 to 212 Being No. 3664 for the year 1988	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23 Square Feet
8	Delite Properties Private Limited	Delite Promoters Private Limited	23 rd February, 2000	Book No.I, Volume No. I, Page Nos.1 to 17 Being No.7414 for the year 2008 (registered with ARA-II, Kolkata)	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23 Square Feet

The said Delite Properties Private Limited had purchased the said 50% out of 8 Cottahs 7 Chittacks 23 Square Feet from the said Kothari Scientific & Research Institute by an Indenture of Conveyance dated 31st March 1988 registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.117, Page Nos. 117 to 137 Being No. 3666 for the year 1988

D. Matter of Amalgamation of all the aforesaid Three Erstwhile Premises and its Owning Companies:

1. By an order dated March 18, 2009 passed in C.P. No. 43 of 2009 connected with C.A. No. 56 of 2009 in the Hon'ble High Court at Calcutta, the said (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade



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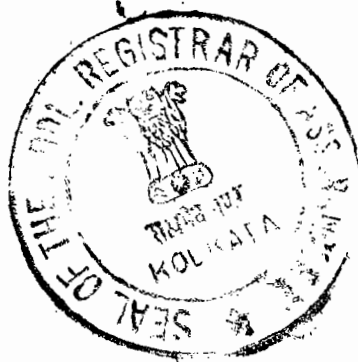
Private Limited, (8) Sidhesh Exports Private Limited, (9) SaumyaVanijya Private Limited, (10) SPA Lease & Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, **who jointly owned the said erstwhile premises No.42B Chowringhee Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road),** Kolkata; **AND** (1) Nandan Promoters Pvt. Ltd., (2) Concrete Builders Private Limited, (3) Tulip Builders Private Limited, (4) Slab Construction Private Limited, (5) Garden Builders Private Limited, (6) DeliteDevelopersPrivate Limited, and (7) Dellite Promoters Private Limited, **who jointly owned the said erstwhile premises No.7, Nandalal Basu Sarani (formerly known as Little Russel Street),** Kolkata; **AND** Resurgent Hotels Pvt. Ltd., **who owned the said erstwhile premises No.3/1 Middleton Street,** Kolkata; were all amalgamated with Diamond Empire Estates Pvt. Ltd. The said Order dated March 18, 2009 was registered with the Additional Registrar of Assurances-II, Kolkata in Book-I, CD Volume No.30 Pages 1011 to 1044 as Being No.09674 for the year 2010.

2. In the events aforesaid, Diamond Empire Estates Pvt. Ltd., as the transferee, became the sole owner of – (i) the said erstwhile premises Nos.42A, 42B and 42/1 Chowringhee Road, Kolkata (which were amalgamated and re-numbered as No.42B Chowringhee Road), (ii) the said erstwhile premises No.7, Nandalal Basu Sarani, and (iii) the said erstwhile premises No.3/1 Middleton Street, Kolkata.
3. On or about February 22, 2010, the said three properties, viz. (i) 42B Chowringhee Road, (ii) 7, Nandalal Basu Sarani, and (iii) 3/1 Middleton Street, Kolkata, all owned by Diamond Empire Estates Pvt. Ltd., were amalgamated in the records of The Kolkata Municipal Corporation and such amalgamated premises continued to be numbered as premises No.42B Chowringhee Road, Kolkata.
4. On application being made, the name of Diamond Empire Estates Pvt. Ltd. was changed to Chowringhee Residency Pvt. Ltd. and fresh Certificate of Incorporation was issued on 16th November, 2011 by the Office of the Registrar of Companies, West Bengal, Kolkata.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the withinnamed **VENDOR** at
Kolkata in the presence of:

SIGNED SEALED AND DELIVERED
by the withinnamed **PURCHASER** at
Kolkata in the presence of:



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RECEIPT AND MEMO OF CONSIDERATION:

Received of and from the withinnamed Purchaser the withinmentioned sum of **Rs.1,21,00,00,000/= (Rupees One Hundred and Twenty One crores)** only being the Consideration in full payable under these presents as per memo written hereinbelow.

MEMO OF CONSIDERATION:

SL No	Particulars	Amount (Rs.)
1	By and out of Cheque no. 001106 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
2	By and out of Cheque no. 001107 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
3	By and out of Cheque no. 001108 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
4	By and out of Cheque no. 001109 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
5	By and out of Cheque no. 001110 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
6	By and out of Cheque no. 001111 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
7	By and out of Cheque no. 001112 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
8	By and out of Cheque no. 001113 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
9	By and out of Cheque no. 001114 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
10	By and out of Cheque no. 001115 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
11	By and out of Cheque no. 001116 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
12	By and out of Cheque no. 001117 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000



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ADDITIONAL REGISTRAR
OF ASSURANCES W. KOLKATA

28 SEP 2022

13	By and out of Cheque no. 001118 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
14	By and out of Cheque no. 001119 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
15	By and out of Cheque no. 001120 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
16	By and out of Cheque no. 001121 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
17	By and out of Cheque no. 001122 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
18	By and out of Cheque no. 001123 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
19	By and out of Cheque no. 001124 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
20	By and out of Cheque no. 001125 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
21	By and out of Cheque no. 001126 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
22	By and out of Cheque no. 001127 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
23	By and out of Cheque no. 001128 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
24	By and out of Cheque no. 001129 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
25	By and out of Cheque no. 001130 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
26	By and out of Cheque no. 001131 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	40,000,000
27	By and out of Cheque no. 000590 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	10,340,587
28	By and out of Cheque no. 000587 dated 26.09.2022 drawn on ICICI Bank, Kankurgachi Branch and drawn by the purchaser in the vendor	7,500,000
29	By way of the Purchaser taking over the Vendor's liability of making payment of the sum of Rs. 14,00,59,413/- (Rupees fourteen crores fifty nine lacs four hundred thirteen) only, to the KMC, being the	140,059,413



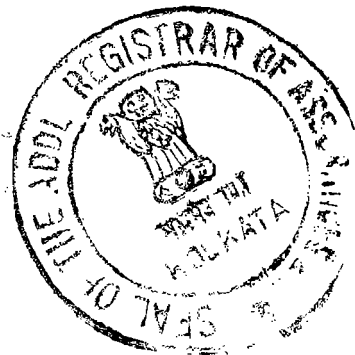
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ADDITIONAL REGISTRAR
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28 SEP 2022

	sanction fees and demand under the head "Fees for additional FAR under Rule 69A" (being Rule 69A of The KMC Building Rules) as dealt with in Clause 8.2 above	
30	By and out of Tax Deducted at Source and to be credited to the Central Government by the Purchaser	12,100,000
	Total	1,210,000,000

(Rupees one hundred twenty one crores) only

Witnesses:



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ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA

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RUSSEL STREET

MIDDLETON STREET

CHOWRINGHEE ROAD

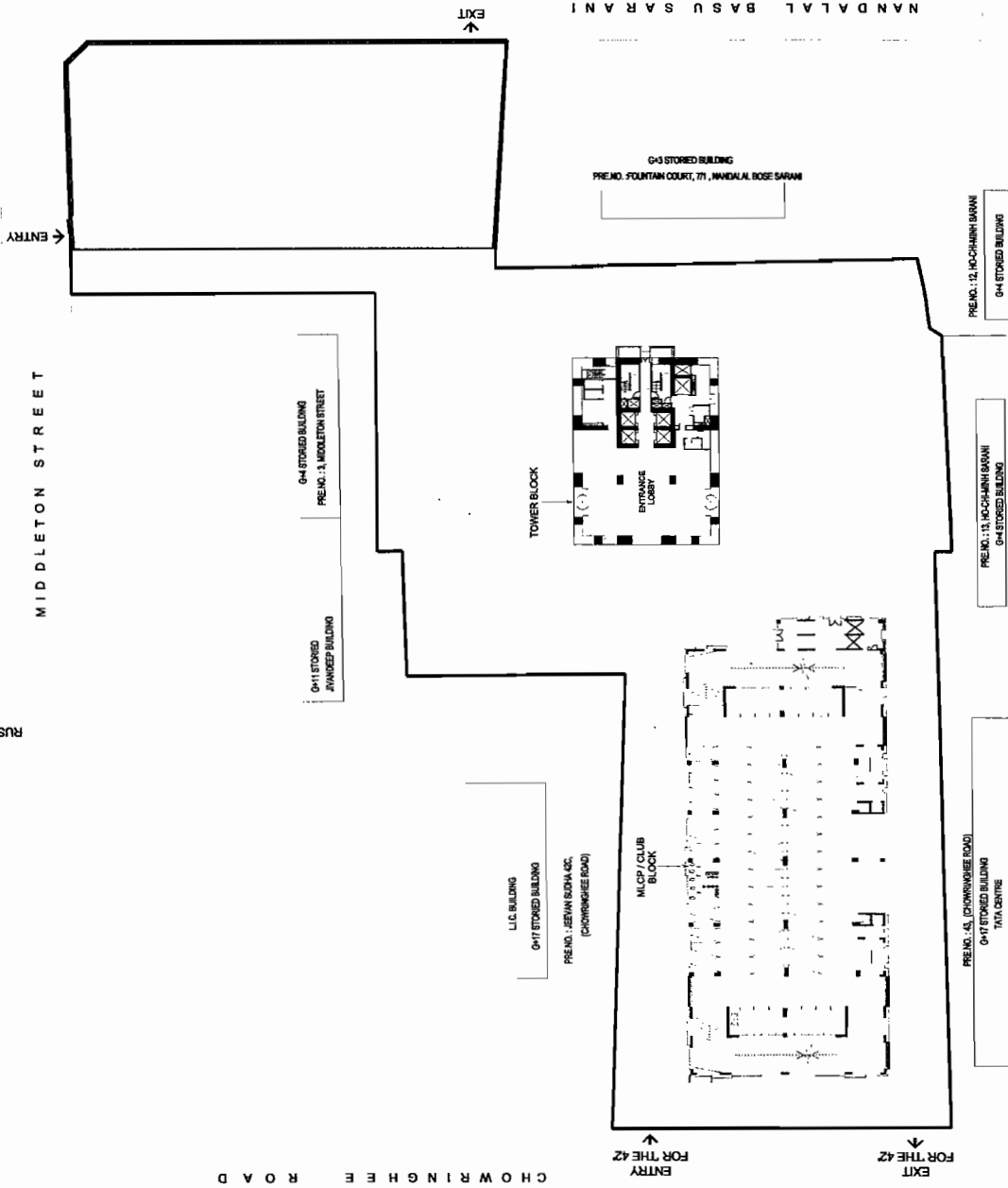
MANI REALTY PROJECTS PVT. LTD.
Director/Authorised Signatory

Chowringhee Residency Private Limited

Director

Chowringhee Residency Private Limited

Director



SCALE :- N.T.S

NOTES:-

1. The larger premises admeasuring 214 cottahs 11 chittacks 33 sqft, shown thus within "BLUE" borders.
2. The said premises admeasuring 35 cottahs 15 chittacks 35 sqft, shown thus within "BROWN" borders.

THE PLAN FORMING PART OF THE FOREGOING DOCUMENT CONCERNING A DEMARCATED PORTION OF MUNICIPAL PREMISES NO. 42B, CHOWRINGHEE ROAD, KOLKATA - 700071, P.S: SHAKESPEARE SARANI, REGN. OFFICE: ARA-II, KOLKATA, WITHIN WARD NO. 063 OF THE KOLKATA MUNICIPAL CORPORATION".



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28 SEP 2022



SPECIMEN FORM FOR TEN FINGER PRINTS



<i>A. Sp...</i>	Left Finger					
	Right Finger					



<i>S...</i>	Left Finger					
	Right Finger					



<i>S...</i>	Left Finger					
	Right Finger					



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**ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA**

28-SEP-2022

change

TRUE COPY OF THE EXTRACTS OF THE MINUTES OF BOARD OF DIRECTORS' MEETING OF CHOWRINGEE RESIDENCY PVT. LTD. HELD AT THE BELVEDERE CLUB- BOARD ROOM IN THE OBEROI HOTEL AT 15, JAWAHARLAL NEHRU RD, NEW MARKET AREA, DHARMATALA, TALTALA, KOLKATA- 700013 ON WEDNESDAY OF 28TH DAY OF SEPTEMBER 2022 AT 3:30 P.M

PRESENT:

- 1) Mr. Sanjay Jhunjunwala
- 2) Mr. Sheo Kumar Kajaria
- 3) Mr. Apurva Salarpuria
- 4) Mr. Srikant Jhunjunwala

The divided and demarcated portion on the North-eastern corner of the larger premises No. 42B, Chowringhee Road, Kolkata containing an area of 35 Cottah 15 Chittacks 35 sft. (more or less) hereinafter called "The North Eastern Corner Project" came up for discussion.

It was noted that the grant of the building plan and/or permit has been approved by the Kolkata Municipal Corporation and a Demand Notice No. 2019070066 dated ~~23/10/2021~~ ^{24/09/2022} U/s 394 of the Building Rules 2009 has been issued by The Kolkata Municipal Corporation interalia demanding a sum of Rs. 14,00,59,413/- (Rupees Fourteen Crores Fifty-nine Thousand Four Hundred Thirteen) only out of the demanded amount towards dues u/s -69A of the Building Rules 2009 was Rs. 11,89,26,209/- (Rupees Eleven Crores Eighty-nine Lacs Twenty-six Thousand Two Hundred Nine) only and Rs. 1,39,56,312/- (Rupees One Crore Thirty-nine Lac Fifty-six Thousand Three Hundred Twelve) only was demanded towards Sanction Fees.

On the table was laid an offer letter dated 11th April 2022 from Mani Realty Projects Pvt. Ltd. offering a sum of Rs. 121 crores (Rupee One Hundred Twenty-one Crores) only towards the takeover and Sale Consideration for the North-eastern corner project.

It was also noted that the offer of Mani Realty Projects Pvt. Ltd. for the North Eastern corner project was on the following conditions:

- (i) The sale is made free from all encumbrances;
- (ii) The Sanction fees of the Second Phase plan has been paid by Mani Realty Projects Private Limited on our behalf and a valid building permit is made available for development on the North-eastern corner.

Chowringhee Residency Private Limited

S.K.K. V.
Director

Chowringhee Residency Private Limited

A. J.
Director

Chowringhee Residency Private Limited

[Signature]
Director

Chowringhee Residency Private Limited

[Signature]
Director

Chowringhee Residency Pvt. Ltd.

Also laid on the table was the draft of the following documents:

- (i) Draft of the Agreement for Sale with possession with the draft of the Sale Deed annexed to it.
- (ii) Draft Power of Attorney concerning the entire premises No. 42B, Chowringhee Road, Kolkata
- (iii) Draft of the Power of Attorney concerning the North-eastern corner of premises No. 42B, Chowringhee Road, Kolkata
- (iv) Draft letter being undertaking regarding dues of PCB etc.

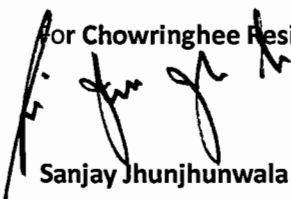
Mr. Sanjay Jhunjunwala and Mr. Srikant Jhunjunwala disclosed their association with the Purchasing Company, which was duly noted by the Board. All the members present UNANIMOUSLY RESOLVED:

"THAT the offer for purchase of The North Eastern Corner Project comprising of a divided North-eastern portion of 35 cottah 15 chittack 35 sft. carved out of premises No. 42B, Chowringhee Road, Kolkata made by Mani Realty Projects Pvt. Ltd. in a sum of Rs. 121 crores (Rupees One Hundred Twenty-one Crores) only be accepted and the company do authorise Mr. Apurva Salarpuria and Mr. Sheo Kumar Kajaria to execute and register all the necessary documents as per the draft laid on the table. They were also authorized to deliver vacant and peaceful possession of the said North-eastern corner project to the purchaser."

"ALSO RESOLVED THAT certified copy of this Minutes duly countersigned by all the Directors to be handed over to the Purchaser."

//Certified to be true //

For Chowringhee Residency Pvt. Ltd.



Sanjay Jhunjunwala
Director
DIN – 00356925

For Chowringhee Residency Pvt. Ltd.



Apurva Salarpuria
Director
DIN – 00058357

For Chowringhee Residency Pvt. Ltd.



Srikant Jhunjunwala
Director
DIN – 02845202

For Chowringhee Residency Pvt. Ltd.



Sheo Kumar Kajaria
Director
DIN – 00025832

Regd. Office:

42B, Chowringhee Road, Kolkata 700 071

T +91 33 2340 7100/2320 1878

F +91 33 2340 7263

CIN/LLPIN-U45400WB2007PTC116032

Major Information of the Deed

Deed No. :	I-1904-16334/2022	Date of Registration	29/09/2022
Query No / Year	1904-2002839489/2022	Office where deed is registered	
Query Date	21/09/2022 2:49:54 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Arjun Karmakar 164/1 , Manicktala Main Road,Thana : Phool Bagan, District : South 24-Parganas, WEST BENGAL, PIN - 700054, Mobile No. : 8420033610, Status :Advocate		
Transaction	Additional Transaction		
[0102] Sale, Sale Agreement with Possession	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 121,00,00,000/-	Rs. 121,00,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 6,05,01,020/- (Article:5(d))	Rs. 1,21,00,018/- (Article:A(1), E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chowringhee Road, Road Zone : (On Road -- On Road) , , Premises No: 42B, , Ward No: 063 Pin Code : 700071

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	35 Katha 15 Chatak 35 Sq Ft	121,00,00,000 /-	121,00,00,000/-	Property is on Road
Grand Total :				59.3771Dec	12100,00,000 /-	12100,00,000 /-	

Seller Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Chowringhee Residency Private Limited 42B, Chowringhee Road, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MANI REALTY PROJECTS PRIVATE LIMITED 1641 Manicktala Main Road, 164/1, City:- , P.O:- Kankurgachi, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 , PAN No.:: AAxxxxx2H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Apurva Salarpuria Son of Late Rakesh Salarpuria 574, N Block, New Alipore, City:- Not Specified, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxx4P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Chowringhee Residency Private Limited (as Director)
2	Mr Sheo Kumar Kajaria Son of Late Basdeo Kajaria 7B, Pretoria Street, 2nd Floor, City:- Kolkata, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxx5A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Chowringhee Residency Private Limited (as Director)
3	Mr Srikant Jhunhunwala (Presentant) Son of Mr Sanjay Jhunhunwala 3/1 Queens Park, 3/1, Queens Park, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxx3c,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MANI REALTY PROJECTS PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Arjun Karmakar Son of Late R C Karmakar City Civil Court, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Mr Apurva Salarpuria, Mr Sheo Kumar Kajaria, Mr Srikant Jhunhunwala			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Chowringhee Residency Private Limited	MANI REALTY PROJECTS PRIVATE LIMITED-59.3771 Dec

Endorsement For Deed Number : I - 190416334 / 2022

On 28-09-2022

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

Presented for registration at 11:15 hrs on 28-09-2022, at the Private residence by Mr Srikant Jhunjunwala ,

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 121,00,00,000/-

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

Execution is admitted on 28-09-2022 by Mr Apurva Salarpuria, Director, Chowringhee Residency Private Limited (Public Limited Company), 42B, Chowringhee Road, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

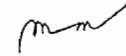
Identified by Mr Arjun Karmakar , , , Son of Late R C Karmakar , City Civil Court, P.O: G P O, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 28-09-2022 by Mr Sheo Kumar Kajaria, Director, Chowringhee Residency Private Limited (Public Limited Company), 42B, Chowringhee Road, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Identified by Mr Arjun Karmakar , , , Son of Late R C Karmakar , City Civil Court, P.O: G P O, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 28-09-2022 by Mr Srikant Jhunjunwala, Director, MANI REALTY PROJECTS PRIVATE LIMITED (Private Limited Company), 1641 Manicktala Main Road, 164/1, City:- , P.O:- Kankurgachi, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054

Identified by Mr Arjun Karmakar , , , Son of Late R C Karmakar , City Civil Court, P.O: G P O, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 29-09-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5 (d) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,21,00,018.00/- (A(1) = Rs 1,21,00,000.00/- ,E = Rs 14.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 1,21,00,014/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 12:00AM with Govt. Ref. No: 192022230131068312 on 28-09-2022, Amount Rs: 1,21,00,014/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 88168372 on 28-09-2022, Head of Account 0030-03-104-001-16

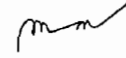
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 6,05,00,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,05,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 63940, Amount: Rs.1,000.00/-, Date of Purchase: 11/07/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 12:00AM with Govt. Ref. No: 192022230131068312 on 28-09-2022, Amount Rs: 6,05,00,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 88168372 on 28-09-2022, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 944220 to 944275

being No 190416334 for the year 2022.



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.09.29 19:50:10 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/09/29 07:50:10 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)