

Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, PRODIP KUMAR BASU, Advocate & Notary Practising in the Alipore Police Court having my ordinary Professional address to be 7/2, Ramnarayan Tarkaratna Road, Vill & P.O - Harinavi, P.S. - Sonarpur, Kolkata - 700 148 within Sub - Division - Baruipur Dist. South 24 Parganas of the state of West Bengal within Union of India, do hereby declare that the paper writings collectively Marked "A" annexed here to, hereinafter called the "Paper Writings A" are presented before me by the Executant(s)

Declaration
Smt. Riddhi Kapoor
of 174/15A, N.S. Ch. Base
Road, Po - Regent Park, Ps -
Jadapur Kol-40 - and others.

hereinafter referred to as the executant(s) on this, the 26th day of April Two Thousand Nineteen.

The "executant(s)" having admitted the execution of the "Paper Writings 'A' in respective hand(s) in the presence of the witness(es), who as such, Subscribe(s) signature(s) thereon, and being satisfied as to the identity of the executant(s) and the said execution of the "Paper Writings 'A'

I have verified, authenticated and attested the execution of the "Paper Writings A" in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHEREOF, I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this 26th day of April, 2019

PRODIP KUMAR BASU
Notary
Govt. of West Bengal
Regn. No. - 9/1996
M. - 93310 30578

P. K. BASU, Notary
Reg. No. 9/96,
Govt. of W, B.

26 APR 2019

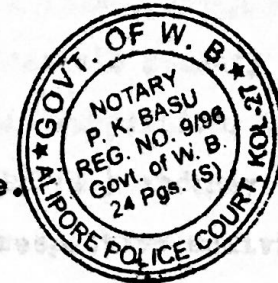
21/3/19

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 585163



Before the Notary Public, at Alipore.

DECLARATION CUM UNDERTAKING

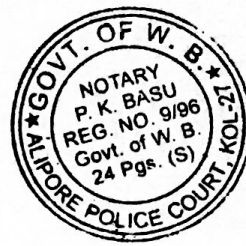
I, SMT. RIDDHI KAPOOR, Daughter of Late Bhupen Kshetry, residing at 174/15A, Netaji Subhash Chandra Bose Road, Post Office Regent Park, Police Station Jadavpur, Pin 700 040, District Kolkata, in the State of West Bengal, do hereby solemnly affirm and declare as follows :-

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Riddhi Kapoor

26 APR 2019

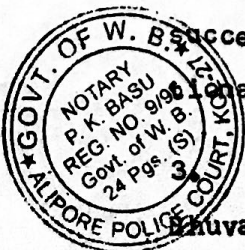


- 2 -

1. That one Bhupen Kshetry and his other 3 (three) brothers namely Ravi Kshetry, Sashi Kshetry and Gautam Kshetry were the Joint owners/Lessees of ALL THAT piece and parcel of Land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less together with structure having a total area of 12716 sq.ft. (Ground floor) having an area of 5724 sq.ft. along with one asbestos shed having an area of 1268 sq.ft. and First Floor having an area of 5724 sq.ft. which is lying and situated at and being Municipal Premises No.44, Ramdulal Sarkar Street (erstwhile Premises No.44, Maniktala Street) within the local limits of Kolkata Municipal Corporation, under Police Station Girish Park (previously Maniktala) and they started enjoying the same along with their respective undivided proportionate share rights, titles and interests over and above the same without any encumbrances, obstructions and hindrances whatsoever or howsoever from any corner.

Riddhi Kapoor

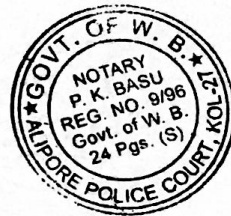
2. That the said Bhupen Kshetry while enjoying his respective undivided proportionate share of right, title and interest over the aforementioned landed property peacefully and/or uninterruptedly and while he was well sufficiently seized and possessed thereof died intestate on 21st April, 2012 leaving behind his surviving widow namely Smt. Indira Kshetry and his 2 (two) sons namely Shri Bhuvan Kshetry and Rishi Kshetry and 1 (one) married daughter namely Smt. Riddhi Kapoor, all are being the Declarant herein, as her legal heirs and/or lawful successors in respect of his aforementioned undivided proportionate share of landed property.



That subsequently the said Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry enjoyed

Contd...3

26 APR 2019



- 3 -

the entire aforementioned landed property peacefully and/or uninterruptedly.

4. That pursuant to and in terms of above the said Smt. Indira Kshetty, Shri Bhuvan Kshetty, Shri Rishi Kshetty, Smt. Riddhi Kapoor, Shri Ravi Kshetty, Shri Sashi Kshetty and Shri Gautam Kshetty, jointly unequivocally and/or unani-
mously consented and approached to one Financial Institution namely TATA CAPITAL FINANCIAL SERVICES LIMITED (for the sake of brevity it is hereinafter referred to as the 'TCFSL') for obtaining loan and/or financial assistance by mortgaging their aforementioned landed property unto and in favour of the TCFSL and the TCFSL agreed to provide such aforementioned loan and/or financial accommodation to them as on the basis of creating a simple mortgage containing several terms and conditions as agreed upon.

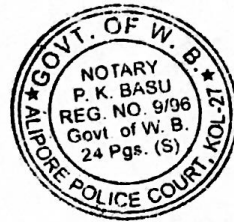
Riddhi Kapoor

5. That subsequently the Smt. Indira Kshetty, Shri Bhuvan Kshetty, Shri Rishi Kshetty, Smt. Riddhi Kapoor, Shri Ravi Kshetty, Shri Sashi Kshetty and Shri Gautam Kshetty all being the Mortgagors therein duly executed a registered Deed of Mortgage (without Possession) dated 29.12.2009 and 21.1.2013 whereby and whereunder they duly created a charge of mortgage over and above their aforementioned landed/leased property unto and in favour of TCFSL being the Mortgagee/guarantors therein as security for repayment of such loan and/or financial assistance to M/s. Taurus Flexible (P) Ltd. and the same was duly registered with the Office of Additional Registrar of Assurances-II and the same has been recorded in Book -I, Volume No.3, Pages 5571 to 5592 being No.00872 for the year 2013.



26 APR 2019

Contd...4



- 4 -

6. That subsequently M/s. Taurus Flexible (P) Ltd. (Borrower), Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry (guarantors/mortgagers) defaulted to repay the aforementioned loan and as such TCFSL simultaneously initiated a proceeding under SARFAESI Act, 2002 and rules framed thereunder and took possession of the aforesaid landed/Leased property.

7. That Gautam Kshetry one of the mortgagor died on 25th February, 2014 leaving behind his surviving widow namely Smt. Madhu Kshetry and his only surviving son namely Shri Gaurav Kshetry as his legal heirs and/or lawful successors in respect over all his moveable and immoveable estates.

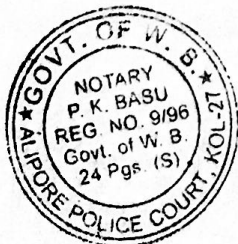
8. TCFSL has advertised for carrying out a public auction of the aforesaid landed property on 30th March, 2019.

9. Vanvi Projects Private Limited of 93A, Tiljala Road, Kolkata-700 046 represented through Mr. Shashank Kajaria expressed its intention to purchase the aforesaid landed property and had agreed to pay total consideration of Rs. 3,57,00,000/- within 30th April, 2019. We have consented the same.

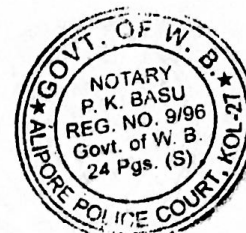
10. We Smt. ~~Indira~~ Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry, Smt. Madhu Kshetry and Shri Gaurav Kshetry hereby undertake and declare that we are the joint owners of aforementioned landed/leased property which we understand is free from all encumbrances (save and except Mortgage as mentioned above), hindrances, obstructions,

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Riddhi Kapoor



26 APR 2019

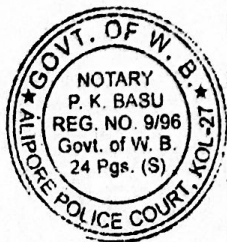


interruptions, charges, liens, lis-pendens, mortgages, trusts, alignments or other impediments whatsoever or howsoever from any corner or in any manner.

11. That I, hereby further undertake that neither I have deposited any kind of Title/Lease Deed of and nor have taken any loan and/or financial accommodation from any other Bank(s), Financial Institution(S), Person(s) or created a charge upon the property being 44, Ramdulal Sarkar Street, Kolkata save and except from TATA CAPITAL FINANCE SERVICES LIMITED (TCFSL) as stated above. I have consented for the sale of the aforesaid landed/leased property to TCFSL and Vanvi Projects(P) Ltd and if any wrongful act and/or omission on such assertion is detected in future I, being the Declarants herein will be responsible for the same and such would be sorted out by me at my own costs and expenses.

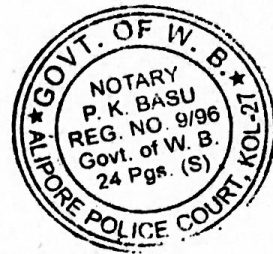
Riddhi Kapoor

12. I, personally hereby further declare that I understand and have knowledge that no civil suit(s) and/or litigation(s) and other judicial proceeding is pending with regard to the aforementioned landed property before any Court of law and/or Tribunal(s) within the territory of State or Union of India, save except the proceedings initiated by TCFSL (the Secured Creditor), If any, prior initiated suit(s), litigation(s) and/or proceeding(s) is/are found before any court of law within the territory of State and/or Union of India in future in respect of the aforementioned property. I, being the Declarants herein subject to the representations made by me hereinabove will be held responsible for the same and such would be sorted out by me at my own costs and expenses without making the prospective purchaser/s liable for the same.



26 APR 2019

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- 6 -

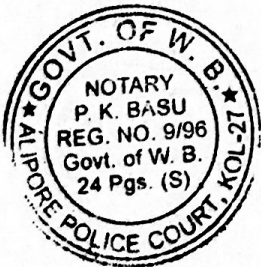
13. I, personally hereby further indemnify the purchasers from any defect in the title, any loss due to my/our fault in any nature, in the aforementioned landed property, I shall be liable for the same in the eyes of law.

14. I am a law abiding peace loving Citizen of India.

15. The Statements recited herein above are true to best of my/our knowledge and belief and I have been made without any coercion or collusion.

Date :

Riddhi Kapoor
(Riddhi Kapoor)
Signature of Declarant.



Signature Attested
on Identification

[Signature]
P. K. BASU, Notary
Alipore Police Court, Kol-27
Reg. No. 9/96, Govt. of W. B.

Identified by me
[Signature]
- Advocate

26 APR 2019

Notarial Certificate

on this day of

26 APR 2019



Paper Writings 'A' & the Relative Notarial Certificate

26 APR 2019

Prodip Kumar Basu

ADVOCATE

& NOTARY PUBLIC

ALIPORE POLICE COURT
KOLKATA - 700 027

Phone : 2479-1477 Mobile : 9331030578



26 APR 2019

PRODIP KUMAR BASU

Notary

Govt. of West Bengal, Regd. No. 9/1996

ADDRESS

Residence & Chamber :
7/2, Ramnarayan Tarkaratna Road,
VIII & P.O. Harinavi, P.S. Sonarpur
Dist. South 24 Parganas
Kolkata - 700 148

Phone : 2477 8219

M. - 93310 30578
98300 16258