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

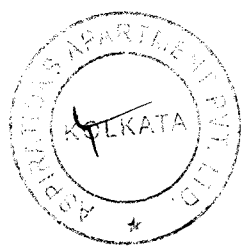
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Additional Registrar
of Assurances, Kolkata
24/1/12
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DEED OF CONVEYANCE

THIS INDENTURE made this the 20th day of January, 2012
(Two Thousand and Twelve) A.D.

B E T W E E N



1865

18/01/2012

Paid to
Amount 500

Das

Subhankar Sarma
Alipore Police Court
South 2d Pga, Alipore

SUBHANKAR SARMA
Advocate
Alipore Judge's Court
Kolkata-27

1865 18/01/2012

Amardeep Bhalotia



2710

ASPIRATIONS APARTMENTS PRIVATE LIMITED

Amardeep Bhalotia
Director
(AMARDEEP BHALOTIA)

OVERFLOW PROPERTIES PVT. LTD.

Amardeep Bhalotia
Director
(AMARDEEP BHALOTIA)



2720

For Sukhani Europil Ltd
Raj Kumar Sukhani
(Director)
(RAJ KUMAR SUKHANI)

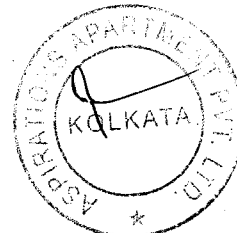
Debarshi Bhowm

**NATIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 JAN 2012**

(1) SRI SAMIRENDRA NATH MITTER, son of Late Satyendra Nath Mitter, by Creed - Hindu, by Occupation - Retired, residing at 7, Bakul Bagan Row, Police Station : Bhowanipore, Kolkata - 700 025; (**Permanent Account No. AHPPM0971J**), (2) SMT. DEEPA MITRA, wife of Late Salilendra Nath Mitter alias Mitra, by Creed-Hindu, by occupation-Housewife, residing at 7, Bakul Bagan Row, Police Station : Bhawanipur, Kolkata - 700 025, (**Permanent Account No. AEYPM7850G**) (3) SMT. NAMITA MITRA, daughter of Late Satyendra Nath Mitter, by Creed-Hindu, by occupation- Household work, residing at 7, Bakul Bagan Row, Police Station : Bhowanipore, Kolkata - 700 025; (**Permanent Account No. BGPPM3427H**), and (4) SMT. AMITA BASU, wife of Sri Dwijen Basu and daughter of Late Satyendra Nath Mitter, by Creed-Hindu, by occupation-Housewife, residing at 10/A, Satya Doctor Road, Police Station- Watgunge, Kolkata-700 023, (**Permanent Account No. ARMPB9885H**), hereinafter called and referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives and assigns) of the **FIRST PART**.

AND

(1) ASPIRATIONS APARTMENTS PVT. LTD. a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at 2C, Mahendra Road, Police Station- Bhowanipur, Kolkata- 700 025, (**Permanent Account No. AAICA8902A**) represented by one of its Director- SRI AMARDEEP BHALOTIA, son of Late Girija Shankar Bhalotia, by Creed-Hindu, by occupation-Business,



MUSKAN HIGHRISE (P) LTD.

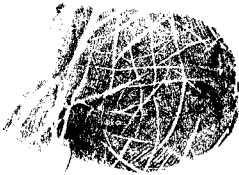
Amudip Basu

Director.



274C

S K Mitra



274C

Namita Mitra.



Amila Basu.



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Debasish Basu

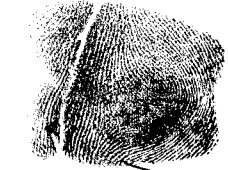
s/o, DWIJEN BASU
10/A, Satya Doctor Road
Kolkata - 700023.

residing at Flat No.5A, 5th Floor, 16A Deshpran Sasmal Road, Police Station- Charu Market, Kolkata-700 033 and (2) **OVERFLOW PROPERTIES PVT. LTD.** a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at 2C, Mahendra Road, Police Station- Bhowanipur, Kolkata- 700 025, (**Permanent Account No.AABCO5778M**) represented by one of its Director- **SRI AMARDEEP BHALOTIA**, son of Late Girija Shankar Bhalotia, by Creed-Hindu, by occupation-Business, residing at Flat No.5A, 5th Floor, 16A Deshpran Sasmal Road, Police Station- Charu Market, Kolkata-700 033, hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART** (**Permanent Account No. AAFCM7748F**)

A N D

SUKHANI EUROPHIL LIMITED, a company incorporated under the provisions of the companies Act, 1956, having its Registered Office at 1/1A, Biplabi Anukul Chandra Street, 5th floor, Police Station : Bowbazar, Kolkata - 700 072, represented by one of its Directors **SRI RAJ KUMAR SUKHANI**, son of Sri Mani Chand Sukhani, residing at 7, Bright Street, Flat No. 7C, Kolkata-700 019, hereinafter called and referred to as the "**CONFIRMING PARTY NO. 1**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **THIRD PART** (**Permanent Account No. AADCS8416N**)





Deepa Mitra



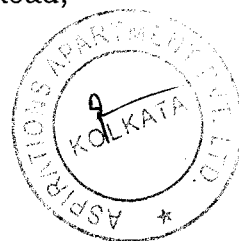
Debasini Banerjee

ADDITIONAL REGISTRAR
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A N D

MUSKAN HIGHRISE PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No.7, at premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700 001, represented by one of its Director- **SRI AMARDEEP BHALOTIA**, son of Late Girija Shankar Bhalotia, by Creed-Hindu, by occupation-Business, residing at Flat No.5A, 5th Floor, 16A Deshpran Sasmal Road, Police Station- Charu Market, Kolkata-700 033, hereinafter called and referred to as the "**CONFIRMING PARTY NO. 2**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **FOURTH PART (Permanent Account No. AAFCM7748F)**.

WHEREAS one Girindra Nath Mitter was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 13 Cottahs 9 Chittacks 28 Square Feet, be the same a little more or less, whereupon partly three storied building standing thereon, lying and situated at and being Municipal Premises No.7, Bakul Bagan First Lane, now known as Bakul Bagan Row, Police Station : Bhawanipore, Kolkata-700 025 and **ALL THAT** piece and parcel of land measuring 1(one)Cottah, 8(eight) Chittacks, be the same a little more or less whereupon partly three storied building standing thereon, lying and situated at and being part Municipal Premises No.7, Bakul Bagan First Lane, then Bakul Bagan Row, now known as 8/1, Binoy Bose Road,





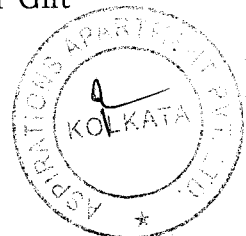
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Police Station : Bhawanipore, Kolkata – 700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 72, District and Additional District Sub Registration office at Alipore, together with all rights of easements, common facilities and amenities annexed thereto including other properties.

AND WHEREAS the said Girindra Nath Mitter died intestate in or about August 1947, leaving behind him surviving his only son Satyendra Nath Mitter. The wife of Girindra Nath Mitter predeceased him. After the demise of Girindra Nath Mitter, his only son Satyendra Nath Mitter inherited the aforesaid property according to law including other properties.

AND WHEREAS after getting the aforesaid property by virtue of inheritance, while the said Satyendra Nath Mitter was seized and possessed of it as owner, died intestate on 18.01.1961 leaving behind him surviving his wife Santilata Mitra alias Mitter, two sons Samirendra Nath Mitter, Salilendra Nath Mitra alias Mitter, three daughters Sabita Ghosh, Namita Mitra and Amita Mitra as his heirs and after the demise of Satyendra Nath Mitter his wife, two sons and three daughters inherited the aforesaid property according to law each having undivided 1/6th share in it.

AND WHEREAS after getting the aforesaid property by virtue of inheritance, while the said Samirendra Nath Mitter, Salilendra Nath Mitra alias Mitter, Sabita Ghosh, Namita Mitra and Amita Mitra were jointly seized and possessed of the aforesaid property, by virtue of a registered Deed of Gift





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dated 7th June, 1967, Sabita Ghosh gifted her undivided 1/6th share of the aforesaid property at and being Municipal Premises Nos. 7, Bakul Bagan Row and 8/1, Binoy Bose Road unto and in favour of Salilendra Nath Mitter alias Mitra. The said Deed was registered at the office of the joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 62, Page Nos. 142 to 147, Being No.3330, for the year 1967.

AND WHEREAS Amita Mitra before her marriage, by virtue of a registered Deed of Gift dated 18.05.1973 gifted her undivided 1/6th share of the aforesaid property at and being Municipal Premises Nos. 7, Bakul Bagan Row and 8/1, Binoy Bose Road unto and in favour of her brother Samirendra Nath Mitter. The said Deed of Gift was registered at the Office of the District Sub-Registrar at Alipore and entered in Book No. I, Volume No.77, Page Nos.80 to 89, Being No.2521, for the year 1973.

AND WHEREAS Amita Mitra was married to Dwijen Basu and adopted the surname of her husband "Basu" and known as "Amita Basu"

AND WHEREAS Santilata Mitra alias Mitter, wife of Late Satyendra Nath Mitter died intestate on 21.04.1983 leaving behind her surviving two sons Samirendra Nath Mitter, Salilendra Nath Mitra alias Mitter, three daughters Sabita Ghosh, Namita Mitra and Amita Basu as his heirs and after the demise of Santilata Mitra her undivided 1/6th share of the aforesaid property devolved upon her two sons and three





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daughters equally according to law, each having undivided 1/30th share in it.

AND WHEREAS by virtue of inheritance Sabita Ghosh got undivided 1/30th share from her mother Santilata Mitra since deceased and by virtue of a registered Deed of Conveyance dated 27.08.1992, the said Sabita Ghosh sold away her undivided 1/30th share of the aforesaid property at and being Municipal Premises Nos. 7, Bakul Bagan Row and 8/1, Binoy Bose Road unto and in favour of Samirendra Nath Mitter. The said Deed was registered at the Office of Registrar of Assurances Calcutta and entered in Book No. I, Volume No. 326, Page Nos.371 to 386, Being No.17961, for the year 1992.

AND WHEREAS the said Salilendra Nath Mitra alias Mitter had undivided 11/30th share (1/6th from his father Satyendra Nath Mitter by virtue of inheritance and undivided 1/6th share from her sister Sabita Ghosh by virtue of Gift and 1/30th share from her mother Santilata Mitra alias Mitter by virtue of inheritance) of the aforesaid property.

AND WHEREAS the said Salilendra Nath Mitra alias Mitter died intestate on 26.04.2003 leaving behind him surviving his wife Smt. Deepa Mitra as his only heir and after the demise of Salilendra Nath Mitra his wife inherited 11/30th undivided share of the aforesaid property according to law.

AND WHEREAS by virtue of inheritance and gift Samirendra Nath Mitter, the Vendor No. 1 is the owner in respect of undivided 2/5th share of the aforesaid property (1/6th share inherited from his father Satyendra Nath Mitter, 1/6th Share by virtue of gift from her sister Amita Mitra alias Bose, 1/30th





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share purchased from his sister Sabita Ghosh and 1/30th share inherited from his mother Santilata Mitra alias Metter), by virtue of inheritance the Vendor No. 2 Deepa Mitra is the owner in respect of undivided 11/30th share (got from her husband by virtue of inheritance) of the aforesaid property, by virtue of inheritance the Vendor No.3 Namita Mitra is the owner in respect of undivided 1/5th share of the aforesaid property (undivided 1/6th share from her father Satyendra Nath Metter and undivided 1/30th share from her mother Santilata Mitra alias Metter), while by virtue of inheritance the Vendor No. 4 Amita Basu is the owner in respect of undivided 1/30th share of the aforesaid property which she got from her mother Santilata Mitra alias Metter.

AND WHEREAS the present Vendors as joint Owners mutated their names in the records of the Kolkata Municipal Corporation in respect Municipal Premises No. 7, Bakul Bagan Row, under Assessee No.11-072-04-0007-8 and Municipal Premises No. 8/1, Binoy Bose Road, under Assessee No. 11-072-07-0014-1.

AND WHEREAS the present Vendors are the joint and absolute Owners and seized and possessed of the property being **ALL THAT** piece and parcel of land measuring 13 Cottahs 9 Chittacks 28 Square Feet, be the same a little more or less whereupon partly three storied building standing thereon, lying and situated at and being Municipal Premises No. 7, Bakul Bagan Row, Police Station : Bhawanipore, Kolkata - 700 025 and **ALL THAT** piece and parcel of land measuring 1(one) Cottah, 8(eight) Chittacks, be the same a little more or less whereupon partly three storied building





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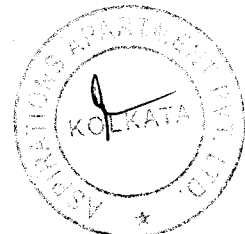
standing thereon, lying and situated at and being Municipal Premises No. 8/1, Binoy Bose Road, Police Station : Bhawanipore, Kolkata - 700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 72, which have specifically been described in the **SCHEDULE - "A" & "B"** hereunder and hereinafter referred to as the "**SAID PREMISES**".

AND WHEREAS the Vendor No. 1 Sri Samirendra Nath Mitter executed an Agreement for Sale on 09.09.2011 (hereinafter referred to as the "***Agreement for Sale***") there by agreeing to sell undivided 2/5th share of the said premises, at a settled price of Rs. 2,40,00,000/- (Rupees Two Crore Forty Lac) only in favour of the Confirming Party No. 1. The Vendor Nos. 2, 3 and 4 have confirmed the Agreement for Sale being the signatory as Confirming Party.

AND WHEREAS in terms of the Agreement for Sale, the Confirming Party No. 1 has paid a sum of Rs.30,00,000/- (Rupees Thirty Lac) only to the Vendor No. 1 out of the total consideration of Rs.2,40,00,000/- (Rupees Two Crore Forty Lac) only.

AND WHEREAS it was also agreed between the Vendors and the Confirming Party No. 1 that the Vendors would sell the said premises in favour of the Confirming Party No. 1 at a settled price of Rs.6,00,00,000/- (Rupees Six Crore) only and the Confirming Party No. 1 would purchase the said premises within 16th December, 2011.

AND WHEREAS the Confirming Party No. 1 has failed to keep its promise in terms of the Agreement for Sale, for which





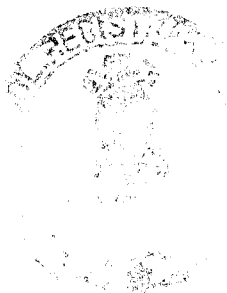
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Vendors and the Confirming Party No. 1 have jointly decided and declared that the Vendors would sell the said premises and the Confirming Party No. 1 would assign all the right, title and interest and benefits under the said Agreement for Sale in respect of the said premises in favour of the intending buyer and buyers, who would take liability and responsibility to make the said premises free from all encumbrances on payment of the entire consideration amount to the Vendors and the Confirming Party No. 1.

AND WHEREAS being aware of such intention of the Vendors and the Confirming Party No. 1, the Confirming Party No. 2 as Purchasers contacted the Vendors and the Confirming Party No. 1 for purchasing the said premises. It has been settled and agreed between the Vendors, Confirming Party No. 1 and Confirming Party No. 2, that the Confirming Party No. 1 with the consent and approval of the Vendor No.1 would assign all the right, title and interest and benefits under the said Agreement for Sale in respect of the said premises in favour of the Confirming Party No. 2 on acceptance of Rs. 30,00,000/- (Rupees Thirty Lac) only and which he had paid to the Vendor No. 1 Samirendra Nath Mitter, being part of the consideration amount.

AND WHEREAS the Confirming Party No. 1 with the consent and approval of the Vendor No. 1 by executing a Letter of Assignment dated 27.12.2011(hereinafter referred to (the "***Letter of Assignment***") assigned its right, title and interest under the Agreement for Sale in respect of undivided 2/5th share of the Vendor No. 1 in favour of the Confirming Party No. 2 on acceptance of a sum of Rs. 30,00,000/- (Rupees





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Thirty Lac) only, which the Confirming Party No. 1 had paid to the Vendor No. 1.

AND WHEREAS the Vendor Nos. 2, 3 & 4 by executing Money Receipt dated 27.12.2011(hereinafter referred to as the "***Money Receipt***") agreed to sell their respective shares in favour of the Confirming Party No. 2 on acceptance of part of the consideration amount. By virtue of the Money Receipt the Vendor No. 2- Smt. Deepa Mitra has received a sum of Rs. 27,50,000/- (Rupees Twenty Seven Lac Fifty Thousand) only, out of her consideration of Rs. 2,20,00,000/- (Rupees Two Crore Twenty Lac) only, the Vendor No. 3- Smt. Namita Mitra has received a sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only, out of her consideration of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lac) only while the Vendor No. 4-Smt. Amita Basu has received a sum of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand) only out of her consideration of Rs. 20,00,000/- (Rupees Twenty Lac) only from the Confirming Party No. 2.

AND WHEREAS the Confirming Party No. 2 has failed to keep its promise to Purchase the said premises within time in terms of the Money receipt, for which Vendors and the Confirming Party Nos. 1 & 2 have jointly decided and declared that the Vendors would sell the said premises and the Confirming Party Nos. 1 & 2 would assign all the right, title and interest and benefits under the said Agreement for Sale, Letter of Assignment and Money receipt in respect of the said premises to the intending buyer and buyers, who would take liability and responsibility to make the said premises free from all encumbrances on payment of the entire





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consideration amount to the Vendors and the Confirming Party No. 2.

AND WHEREAS being aware of such intention of the Vendors, and the Confirming Party Nos. 1 & 2, the Purchasers contacted the Vendors and the Confirming Party Nos. 1 & 2 for purchasing the said premises. It has been settled and agreed between the parties that the Confirming Party No. 2 with the consent and approval of the Vendor No.1 and the Confirming Party No. 1 would assign all the right, title and interest and benefits under the Letter of Assignment in respect of the said premises in favour of the Purchasers and the Confirming Party No. 2 would also assign all the right, title and interest and benefits under the Money Receipt in respect of the said premises in favour of the Purchasers with the consent and approval of the Vendor Nos. 2, 3 & 4 on acceptance of consideration amount on their part.

AND WHEREAS the Vendors with the consent and approval of the Confirming Party Nos. 1 & 2 have agreed to execute and register the Deed of Conveyance in favour of the Purchasers on acceptance of consideration amount on their part.

AND WHEREAS the Purchasers after going through the several Deeds and other relevant papers and documents relating to title of the said premises, Agreement for Sale, Money Receipt and being fully satisfied with the title relating to the said premises has agreed to purchase the said premises.





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AND WHEREAS by virtue of this Deed the Confirming Party No. 2 has received a sum of Rs.30,00,000/- (Rupees Thirty Lac) only from the Purchasers in lieu of assignment from the Vendor No.1 and the Confirming Party No.1 of all their right, title and interest and benefits under the said Agreement for Sale and Letter of Assignment in favour of the Purchasers.

AND WHEREAS by virtue of this Deed, the Confirming Party No. 2 has received a sum of Rs. 45,00,000/- (Rupees Forty Five Lac) only from the Purchasers in lieu of assignment from the Vendor Nos. 2, 3 & 4 of all their right, title and interest and benefits under the Money Receipt in favour of the Purchasers and the Vendor No. 2 has received a sum of Rs. 1,92,50,000/- (Rupees One Crore Ninety Two Lac Fifty Thousand) only, the Vendor No. 3 has received a sum of Rs. 1,05,00,000/- (Rupees One Crore Five Lac) only, while the Vendor No. 3 has received a sum of Rs. 17,50,000/- (Rupees Seventeen Lac Fifty Thousand) only from the Purchasers being the consideration amount as per Memorandum of Consideration appended hereunder.

AND WHEREAS by virtue of this Deed of Conveyance the Purchasers has paid the entire consideration money to the Vendors and the Confirming Party No. 2 and the Vendors and the Confirming Party No.2 have delivered possession of the said premises to the Purchasers and the Vendors and the Confirming Party Nos. 1 & 2 hereto hereby execute the Deed of Conveyance in respect of the said premises in favour of the Purchasers.



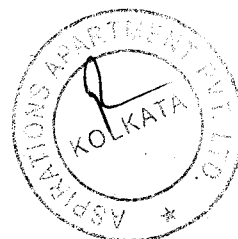


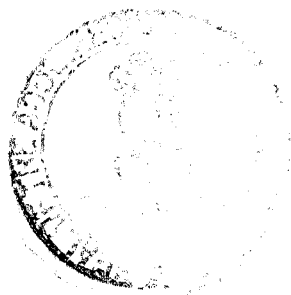
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AND WHEREAS there is a tenant occupying part of Municipal Premises Nos. 7, Bakul Bagan Row, and one licensee occupying part of Municipal Premises No. 8/1 Binoy Bose Road Police Station-Bhawanipore, Kolkata - 700 025 and the Owners are also enjoying the said premises through tenant and licensee by collecting rent and license fee from them. The particulars of the tenant and Licensee have been mentioned in the **SCHEDULE- "C"** hereunder and herein after referred to as the ***"Said Tenant and Licensee"***.

AND WHEREAS at the time of negotiation the Vendors and the Confirming Party Nos. 1 & 2 do hereby assured, represented and covenant with the Purchasers as follows:-

- a. The Vendors are hereto absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises being **ALL THAT** piece and parcel of land measuring 13 Cottahs 9 Chittacks 28 Square Feet, be the same a little more or less whereupon partly three storied building standing thereon, lying and situated at and being Municipal Premises No. 7, Bakul Bagan Row, Police Station : Bhawanipore, Kolkata - 700 025 and **ALL THAT** piece and parcel of land measuring 1(one) Cottahs, 8(eight) Chittacks, be the same a little more or less whereupon partly three storied building standing thereon, lying and situated at and being Municipal Premises No. 8/1, Binoy Bose Road, Police Station : Bhawanipore, Kolkata - 700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 72, which has specifically been described in the **SCHEDULE-"A" & "B"** hereunder.





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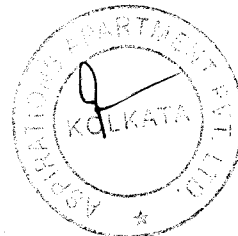
- b. Save and except the Vendors and the Confirming Party Nos. 1 & 2, nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises.
- c. The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever, subject to the Agreement for Sale, Letter of Assignment, Money receipt, the tenant and licensee of the said premises.
- d. Save and except the tenant and licensee mentioned in the **SCHEDULE - "C"** hereunder, no other person or any tenant and/or licensee occupying the said premises or part of it under the Vendors.
- e. The Vendors do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- f. The Vendors have good, clear and marketable title in respect of the said premises.
- g. The Vendor No.1 had executed an Agreement for Sale on 09.09.2011, there by agreeing to sell undivided 2/5th share of the said premises, in favour of the Confirming Party No.1 and in turn the Confirming Party No.1 has assigned the right, title and interest under the Agreement for Sale by executing Letter of Assignment dated 27.12.2012 in favour of the Confirming Party No.2. The validity of the said Agreement for Sale and Letter of Assignment still exists.

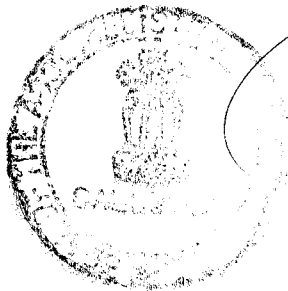




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- h. The Vendor Nos. 2, 3 & 4 executed Money Receipt on 27.12.2011 there by agreeing to sell undivided 3/5th share of the said premises, in favour of the Confirming Party No. 2. The validity of the Said Money Receipt still exists.
- i. There is no legal bar or impediment restraining the Vendors and the Confirming Party from selling, transferring and/or dealing and/or with disposing off and/or assigning the said premises or any portion thereof in any manner whatsoever to their best knowledge and belief.
- j. There is no case or suit pending before any competent court of law in respect of the said premises save and except in clause 2 of the operative portion of this Deed.
- k. The said premises are not subject to any notice or acquisition or requisition.
- l. The original Title Deed, Being No. 2726 dated 18.09.1914 registered at the office of District Registrar at Alipore of the said premises has been misplaced from the custody of the Vendors and after hard fought persuasion, the Vendors could not be able to get it and they undertake that they did not obtain any loan from the bank or financial institution depositing the title deed as equitable mortgage.
- m. The original Title Deed, being Deed of Gift dated 7th June, 1967 registered at the office of the Joint Sub Registrar of Alipore at Behala and entered in Book No. I, Volume No. 62, Page Nos. 142 to 147, Being No.3330,



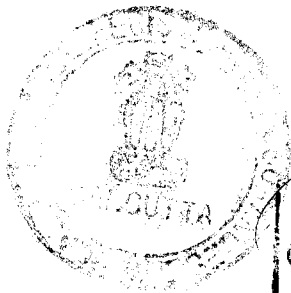


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for the year 1967 of the part of the said premises has been misplaced from the custody of the Vendor No.2, Smt. Deepa Mitra and after hard fought persuasion, the the Vendor No.2, Smt. Deepa Mitra could not be able to get it and she undertakes that she did not obtain any loan from the bank or financial institution depositing the title deed as equitable mortgage.

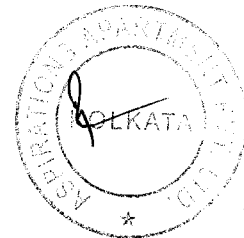
1. **NOW THIS INDENTURE WITNESSETH** :- That in pursuance of the negotiation and in consideration of the said sum of Rs. 6,00,00,000/- (Rupees Six Crore) only paid by the Purchasers to the Vendors and the Confirming Party No. 2 in reimbursement of the sum of Rs. 75,00,000/- (Seventy Five Lacs) paid by it to the Vendors as aforesaid on or before the execution of this Deed, (the receipt whereof is being acknowledged by the Vendors and the Confirming Party Nos. 2 as per memorandum of Consideration appended hereunder, the Vendors do and each of them doth hereby grant, convey, transfer, assign and assure unto the Purchasers and the Confirming Party Nos. 1 and 2 have assigned from the Vendors all the right, title and interest and benefits under the said Agreement for Sale, Letter of Assignment and Money Receipt unto and in favour of the Purchasers) and do hereby confirm and assure ALL THAT the said premises morefully and particularly described in **SCHEDULES-"A" & "B"** hereunder written **TOGETHER WITH** all homestead, trees, water-course, lights, liberties, privileges and easements whatsoever to the said premises hereditaments or anywise apartment or normally held or enjoyed there with or reported to belong or to be apportionment thereto **OR HOWSOEVER**





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OTHERWISE the said land hereditaments and premises now are or is at any time herein before were or was situated butted and bounded called known numbered described or distinguished **TOGETHER WITH ALL AND SINGULAR** all erections walls structures fixtures courtyards areas compounds and ground and soil thereof sewers drains ways paths passages water, water courses lights benefits or other rights liberties easements privileges profits advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held used occupied or enjoyed therewith or reputed to belong or deemed taken or known as part and parcel or number thereof or appurtenant thereto with their and every of their appurtenances **AND THE REVERSION AND REVERSIONS REMAINDER AND REMAINDERS AND THE RENTS ISSUES AND PROFITS** of and from the said land hereditaments and premises hereby granted sold transferred conveyed assigned and assured or intended so to be **AND ALSO** to the production of **ANY OTHERS ORIGINAL DEEDS PATAHS MUNIMENTS WRITINGS AND EVIDENCES OF TITLE** whatsoever relating to or concerning the same or any part thereof, save and except already handed over to the purchaser under a separate receipt, which now are or is or at any time heretofore were or was or hereafter shall or may be in the custody or possession or power of the Vendors or the Confirming Party Nos. 1 & 2 or of any person or persons from whom the Vendors can or procure the same without any action or suit at law and in equity to the Purchasers **TO HAVE AND TO HOLD** the said land hereditaments and premises hereby granted sold





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transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other impediments whatsoever to alter defeat encumber or make void the same.

2. **THE VENDORS AND THE CONFIRMING PARTY NOS. 1 & 2 DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASERS** as follows:

- i. The Vendors have the sole right, full power and absolute authority to grant, sell, convey, transfer, and assure the said premises unto the Purchasers and the Confirming Party Nos. 1 & 2 have full power and absolute authority to assign all the right, title and interest and benefits under the said Agreement for Sale, Letter of Assignment and Money Receipt in respect of the said premises in favour of the Purchasers.
- ii. Notwithstanding any acts deeds matters assurance or thing whatsoever by the Vendors made done executed occasioned or suffered to the contrary, the Vendors are now lawfully and rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to.
- iii. The Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises hereby granted sold transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or



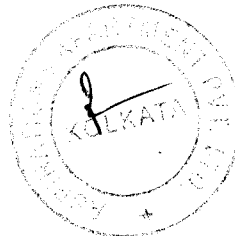


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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 JAN 2012

persons lawfully or equitable claiming or to claim from through under or in trust for the Vendors.

- iv. The said Premises hereby sold, conveyed and transferred unto the Purchasers is free and discharged from or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified or from and against all and all manner of former or other estates rights title leases mortgages charges trusts wakfs, debutters attachments lispensens claims demands and encumbrances whatsoever created or made by the Vendors or their Predecessor-in-title or any person or persons claiming through under or in trust for the Vendors or any of their Predecessor-in-title.
- v. The Vendors and the Confirming Party Nos. 1 & 2 and all persons having or lawfully claiming any estate right, title, interest whatsoever in the said land hereditaments and premises hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors and the Confirming Party Nos. 1 & 2 shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all deeds matters assurances and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said land hereditaments and premises hereby granted sold transferred conveyed assigned assured and confirmed and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.



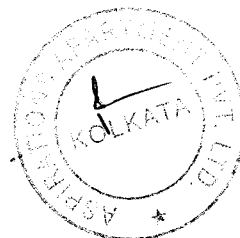


ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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- vi. Simultaneously with the execution of this Deed, the Vendors and the Confirming Party No. 2 have handed over possession of the said premises in favour of the Purchasers.
- vii. The Vendors shall have no objection to assign the right, title and interest under the Agreement for Sale, Letter of Assignment and Money Receipt in respect of the said premises by the Confirming Party Nos. 1 & 2 in favour of the Purchasers.
- viii. The Vendors do hereby covenant with the Purchasers that save and except the tenant and licensee mentioned in the **SCHEDULE-"C"** hereunder, no other person/persons occupying any part of the said premises.

3. **THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS THE CONFIRMING PARTY NOS.1 & 2** as follows :-

- i) The Purchaser have inspected the said premises and only after being fully satisfied about the title and measurements and all features and without reserving any claim in this regard in future, the Purchasers are completing the purchase hereunder.
- ii) The Purchasers shall regularly pay and discharge, all taxes, impositions and all other outgoings in connection with the said premises.
- iii) The Purchaser has received peaceful vacant possession of the said premises in complete satisfaction including tenant and licensee.





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20 JAN 2012

**THE CONFIRMING PARTY NOS.1 & 2 DO HEREBY
COVENANT WITH THE VENDORS AND THE PURCHASERS**

as follows :-

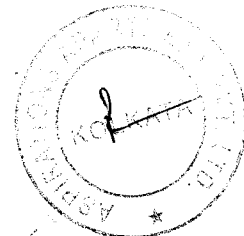
- i) The Confirming Party Nos.1 & 2 have assigned all the right, title and interest of the Vendors under the said Agreement for Sale, Letter of assignment and Money Receipt in favour of the Purchasers and after execution of this Deed, the Confirming Party Nos. 1 & 2 shall not claim any right, title and interest in respect of the said premises on the basis of the Agreement for Sale, Letter of Assignment and Money Receipt.
- ii) The Confirming Party No. 2 has received a sum of Rs.75,00,000/- (Rupees Seventy Five Lac) only from the Purchasers, which the Confirming Party No.2 had paid to the Vendor Nos. 2, 3 & 4 and the Confirming Party No.1.

THE SCHEDULES ABOVE REFERRED TO

(Description of the Said Premises)

SCHEDULE-"A"

ALL THAT piece and parcel of Bastu land measuring 13 (thirteen) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet, be the same a little more or less whereupon partly three storied building standing thereon, measuring covered area 10000 square feet (in the ground floor 4000 square feet, in the first floor 4000 square feet and in the Second floor 2000 square feet,) lying and situated at and being Municipal Premises No. 7, Bakul Bagan Row, Police Station : Bhawanipore, Kolkata - 700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 72, District and Additional District Sub-Registration Office at Alipore District-South 24-Parganas, together with all rights





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OF ASSURANCES-I, KOLKATA
20 JAN 2012

of easements, common facilities and amenities annexed thereto, which is butted and bounded by:-

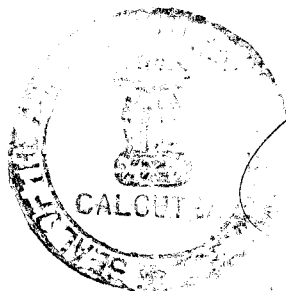
- ON THE NORTH** : By partly Premises No.2, 4C & 4D, Binoy Bose Road;
- ON THE SOUTH** : By K.M.C. Road;
- ON THE EAST** : By K.M.C. Road;
- ON THE WEST** : By Premises No. 6, Bakul Bagan Row;

SCHEDULE-"B"

ALL THAT piece and parcel of land measuring 1(one) Cottah 8(eight) Chittacks, be the same a little more or less whereupon partly three storied building standing thereon, measuring covered area 1500 square feet (in the ground floor 600 square feet, in the first floor 600 square feet and in the Second floor 300 square feet,) lying and situated at and being Municipal Premises No. 8/1, Binoy Bose Road, Police Station : Bhawanipore, Kolkata - 700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 72, District and Additional District Sub-Registration Office at Alipore District-South 24-Parganas, together with all rights of easements, common facilities and amenities annexed thereto, which is butted and bounded by:-

- ON THE NORTH** : By partly Premises No.4D & 8, Binoy Bose Road;
- ON THE SOUTH** : By Premises No. 7, Bakul Bagan Row;
- ON THE EAST** : By K.M.C. Road;
- ON THE WEST** : By Premises No. 7, Bakul Bagan Row;





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SCHEDULE-"C"

(Particular of the Tenant and Licensee)

1. Smt. Ranjana Agarwal and Aruna Agarwal, wife and daughter of Late K.P. Agarwal are the Tenants in common in respect an area measuring of 950 Square Feet, on the ground floor consisting of 3(three) Bed Rooms, bath cum privy, one tile shed, one covered Verandah at a monthly rental of Rs.250/- payable according to English Calendar Municipal Premises No. 7, Bakul Bagan Row, Police Station : Bhawanipore, Kolkata - 700 025.
2. Kishor J. Gandhi. was a Licensee in respect of the entire first floor and comprising of 2(two) rooms, one small store room, one passage, one bath and privy, one toilet, one kitchen and two verandah and the entire second floor comprising one room, one bath and privy, open space along with the roof over the second floor passage for ingress and egress through ground floor along with its adjacent space with one bath and privy and to consume electricity through a meter standing in the name of Salilendra Nath Mitter at a monthly licensee fee of Rs. 4,500/- (Rupees Four Thousand Five Hundred) only at Municipal Premises No. 8/1, Binoy Bose Road, Police Station : Bhawanipore, Kolkata - 700 025.





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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IN WITNESS WHEREOF the PARTIES have put their respective signatures on this the day, month and year first above written.

SIGNED SEALED & DELIVERED

PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1. Debasish Banerjee
10/A, Salya Sector Road
Dhulian - 700023

2. Suresh Ray
6, Aal Pan-abeer St.
Kolkata - 700011

1) A N Mitra (SAMIRENDRA NATH MITRA)
2) Deepa Mitra
3) Namita Mitra
4) Amila Basu

Signature of the **VENDORS**
ASPIRATIONS APARTMENTS PRIVATE LIMITED

Amarendra Nath

Director

OVERFLOW PROPERTIES PVT. LTD.

Amarendra Nath

Director

Signature of the **PURCHASERS**

FOR SUKHANI EUROPHIL LTD,
Raj Kumar
(DIRECTOR)
(RAJ KUMAR SUKHANI)

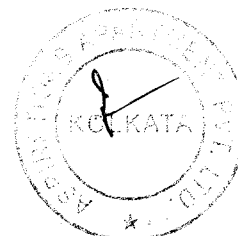
Signature of the **CONFIRMING**
PARTY NO. 1

MUSKAN HIGHRISE (P) LTD.

Amarendra Nath

Director

Signature of the **CONFIRMING**
PARTY NO. 2





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 6,00,00,000/- (Rupees Six Crore) only from the above named Purchasers as full and final consideration amount in respect of said premises mentioned in **SCHEDULE-"A"** hereinabove as per memo below:-

By Pay Order No.035186, dated 18.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Samirendra Nath Mitter Rs. 1,05,00,000/-

By Pay Order No.035188, dated 19.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Samirendra Nath Mitter Rs. 1,05,00,000/-

By Pay Order No.035185, dated 18.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Deepa Mitra Rs. 96,25,000/-

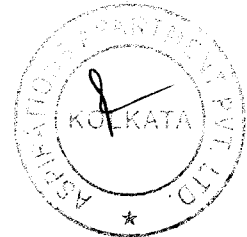
By Pay Order No. 035187, dated 19.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Deepa Mitra Rs. 96,25,000/-

By Pay Order No.035184, dated 18.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Namita Mitra Rs. 52,50,000/-

By Pay Order No.035189, dated 19.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Namita Mitra Rs. 52,50,000/-

By Pay Order No.035183, dated 18.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Amita Basu Rs. 8,75,000/-

C/F **Rs. 5,16,25,000/-**





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20 JAN 2012

B/F

Rs.5,16,25,000/-

By Pay Order No. 035190, dated 19.01.2012
Drawn on Bank of Baroda, Lansdowne
Market Branch Kolkata in the name of
Amita Basu

Rs. 8,75,000/-

Directly credited through RTGS, being UTR
No. BARBH12018686616 dated 18.01.2012
from Bank of Baroda in the A/c. of
Muskan Highrise Pvt.Ltd.

Rs. 75,00,000/-

Total Rs. 6,00,00,000/-

(Rupees Six Crore) only.

WITNESSES :-

1. Debashish Banerjee

10/A, Salya Dailer Road
Kolkata - 700022

S. X. Mitter
(SAMIRENDRA NATH MITTER)

Deepa Mitter.

Namita Mitra.

Amita Basu.

2. Suresh Ray

Signature of the **VENDORS**

MUSKAN HIGHRISE (P) LTD.

Anudeep Shekhar

Director.

Signature of the **CONFIRMING
PARTY NO.2**

**Drafted by and Prepared
in the Office of :**

Subhankar Sarkar
Subhankar Sarkar

Advocate

Enrolment No.WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.

Computer Print by :-

Tuphan Ganguly
Tuphan Ganguly

Alipore Judges' Court, Kolkata : 700 027





ADDITIONAL REGISTRAR
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20 JAN 2012



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

Endorsement For Deed Number : I - 00604 of 2012
(Serial No. 00492 of 2012)

On

Payment of Fees:

On 20/01/2012

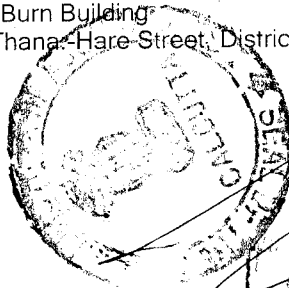
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16.20 hrs on :20/01/2012, at the Private residence by Amardeep Bhalotia
Claimant.

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

Execution is admitted on 20/01/2012 by

1. Samirendra Nath Mitter, son of Lt. Satyendra Nath Mitter , 7, Bakul Bagan Row, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 , By Caste Hindu, By Profession : Retired Person
2. Deepa Mitra, wife of Lt. Sailendra Nath Mitter , 7, Bakul Bagan Row, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 , By Caste Hindu, By Profession : House wife
3. Namita Mitra, daughter of Lt. Satyendra Nath Mitter , 7, Bakul Bagan Row, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 , By Caste Hindu, By Profession : Others
4. Amita Basu, wife of Dwijen Basu , 10/ A, Satya Doctor Road, Kolkata, Thana:-Wattgunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700023 , By Caste Hindu, By Profession : House wife
5. Raj Kumar Sukhani
Director, Sukhani Europhil Limited, 5 Th Floor, 1/1 A, Biplabi Anukul Ch. Street, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700072 .
By Profession : Business
6. Amardeep Bhalotia
Director, Muskan Highrise Private Limited, Martin Burn Building
Room No-7, 1, R. N. Mukherjee Road., Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
By Profession : Business

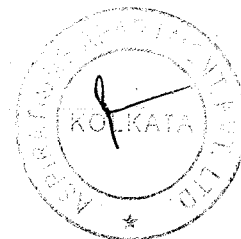


ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
24 JAN 2012
(T. Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

24/01/2012 16:03:00

EndorsementPage 1 of 3





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

Endorsement For Deed Number : I - 00604 of 2012
(Serial No. 00492 of 2012)

7 Amardeep Bhalotia

Director, Aspirations Apartments Pvt. Ltd., 2 C, Mahendra Road, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 .

Director, Overflow Properties Pvt. Ltd., 2 C, Mahendra Road, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 .

. By Profession : Business

Identified By Debasish Basu, son of Dwijen Basu, 10/ A, Satya Doctor Road, Kolkata,
Thana:-Wattgunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700023 , By
Caste: Hindu, By Profession: Business.

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 21/01/2012

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-60892380/-

Certified that the required stamp duty of this document is Rs - 4262468 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 24/01/2012

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 : 23.53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 24/01/2012

Amount by Draft

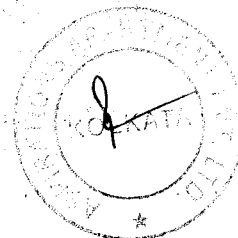
1. Rs. 669896/- is paid , by the draft number 339140, Draft Date 20/01/2012, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 24/01/2012
2. Rs. 82489/- is paid , by the draft number 339167, Draft Date 24/01/2012, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 24/01/2012



(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

24/01/2012 16:03:00

EndorsementPage 2 of 3





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

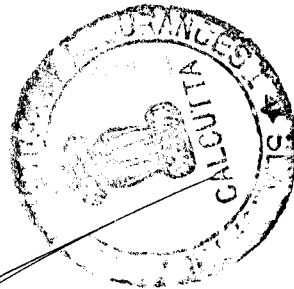
Endorsement For Deed Number : I - 00604 of 2012
(Serial No. 00492 of 2012)

... A(1) = 752301/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 24/01/2012)

Defect stamp duty

Stamp duty Rs. 4262500/- is paid 33913920/01/2012 State Bank of India, Specialised Insti Bkg
Kolkata received on 24/01/2012

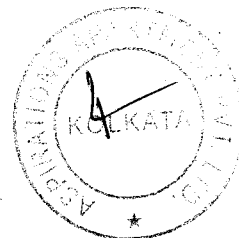
(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDL. REGISTRAR
OF ASSURANCES-I, KOLKATA
24 JAN 2012
(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 3 of 3

24/01/2012 16:03:00





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Left Hand					
Right Hand					

Name : **SRI SAMIRENDRA NATH MITTER**

Signature : *S. N. Mitter*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : **SMT.DEEPA MITRA**

Signature : *Deepa Mitra.*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : **SRI NAMITA MITRA**

Signature : *N. Namita Mitra.*



24



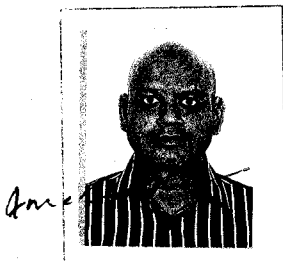
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 JAN 2012



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : SMT. AMITA BASU

Signature : *Amita Basu*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : SRI AMARDEEP BHALOTIA

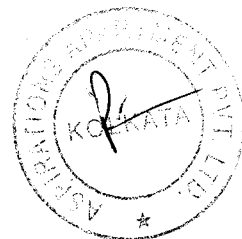
Amardeep Bhalotia



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : SRI RAJ KUMAR SUKHANI

Signature : *Raj Sukhani*



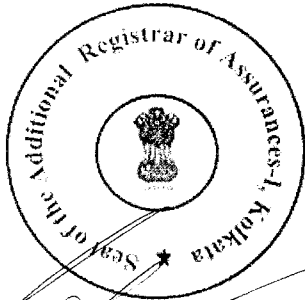


[Handwritten Signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 JAN 2012

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 1970 to 2005
being No 00604 for the year 2012.



(Sadhan Chandra Das) 30-January-2012
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal

