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Sommer Do'S, Birecter/Authorised Signatory WRIDDHI TOWER PVT. LTD.

Samma Dash Director/Authorised Signalary

WRIDDHI DEVELOPER PVT. LTD.

Samon Dolz.
Director/Authorised Signatory

HICKA INFRA PROJECTS PVT. LTD.

Sarum Date.
Director | Authorised Signatory

MIKA INFRA PVT. LTD.

Samin Dasz Director/Authorised Signatory

HOKATOWER PVT. LTD.

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District Sub-Registrar-II Alipure, South 24-Parganas

'2 1 MAY 2013'

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GOLAM MOSTAFA, son of Mujibar Rahman Mondal, having PAN AGZPM8931D, residing at Belgaria Dakshin Para Aturia, Police Station Baduria, North 24 Parganas-743 427, carrying on proprietorship business under the name and style of EVEREST UDYOG, having its office at 36, Ezra Street, 2nd Floor, Kolkata- 700 001, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART AND (1) ÉCLAIR INFRACON PRIVATE LIMITED, having PAN AACCE9305P, (2) EKDANT INFRACON PRIVATE LIMITED, having PAN AACCE9303M, (3) ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, having PAN AACCE9301K, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 55/1A Strand Road, Kolkata-700 006, (4) WRIDDHI TOWER PRIVATE LIMITED, having PAN AABCW3619B, (5) WRIDDHI DEVELOPER PRIVATE LIMITED, having PAN AABCW3621R, (6) IKKA INFRA PROJECTS PRIVATE LIMITED, having PAN AADCL1900M, (7) IKKA INFRA PRIVATE LIMITED, having PAN AADCL1899K AND (8) IKKA TOWER PRIVATE LIMITED, having PAN AADCL1898J, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 161/1, Mahatma Gandhi Road, R/No-41, Kolkata-700 007, all represented by their authorized signatory Samir Das, son of the Late Phani Bhushan Das, residing at 3/91, Sucheta Nagar, Kolkata-700078, hereinafter collectively referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the THIRD PART:

#### WHEREAS:

- A. One Sarat Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 19 dcml. be the same a little more or less situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180, comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1677, Police Station Behala, District the then 24-Parganas (hereinafter referred to as the said first plot of land).
- B. One Satish Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 19 dcml. be the same a little more or less situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210 Revenue Survey No.180, comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1678, Police Station Behala, District the then 24-Parganas (hereinafter referred to as the said second plot of land).
- C. One **Jyotish Chandra Ghatak** was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 18 dcml. be the same a little more or less situate

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District Syo-Registrar-II Alipure, Houth 24 Parganas

Jr. John fraza Phowichaya 5.0. Dr. Amenada Frazas Rohatnardayar. W2A(R)8/4, IJB GolfGreen V1/20095 V-S. Salarpur. Protenian

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lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180 comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1679, Police Station Behala, District the then 24-Parganas (hereinafter referred to as the said third plot of land).

- D. One Kshitish Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 18 dcml. be the same a little more or less situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180 comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1680, Police Station Behala, District the then 24-Parganas (hereinafter referred to as the said fourth plot of land).
- E. The said first, second, third and fourth plots of land were subsequently inducted into by the then Calcutta Municipal Corporation and since assessed, numbered and known as 48, Mon Mohan Banerjee Road (hereinafter referred to as **the said premises**).
- F. The said Jyotish Chandra Ghatak who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 20th May, 1959, leaving behind him surviving his only son namely Rameswar Prasad Ghatak as his only heir and legal representative who upon his death became entitled to All That the said third plot of land being part of the said premises absolutely and forever.
- G. The said Rameswar Prasad Ghatak who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate and issueless on the 21st August, 2008, leaving behind him surviving his widow namely Bandana Ghatak as his only heiress and legal representative who upon his death became entitled to All That the said third plot of land being part of the said premises absolutely and forever.
- H. Thus the Vendor herein became seized and possessed of and / or otherwise well and sufficiently entitled to all that the piece or parcel of land measuring 18 dcml., be the same a little more or less, together with tin shade structure having an area of 2700 sq.ft. approximately classified as 'GOLA' situate lying at Mouza Punja Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Revenue Survey No. 180, comprised in R. S. Dag No. 272 appertaining to R. S. Khatian No. 1679, within Police Station Behala, being her undivided ¼ th part of Premises No. 48, Mon Mohan Banerjee Road, under Ward No. 118, within the ambit of the Kolkata Municipal Corporation in the District of South 24 Parganas, free from all encumbrances, charges, leins, lispendens, attachments, trusts of whatsoever natures [hereinafter referred to as the said land].
- I. Having decided to sell and dispose of the said land the Vendor approached the Confirming Party and by an Agreement dated 14th day of March, 2012 made between the Vendor herein therein referred to as the Vendor of the One Part and the Confirming Party herein therein referred

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District Sub-Registrar-II Alipore, South 24-Parganas

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to as the Purchaser of the Other Part, the Vendor herein offered to sell and transfer the said land in favour of the Confirming Party herein at and for the consideration and terms mentioned therein and the Confirming Party herein has paid a sum of Rs.3,00,000/- [Rupees Three Lakhs only] to the Vendor herein as payment of part consideration.

- J. The Confirming Party has since nominated the Purchasers to acquire the said land directly from the Vendor at and for the consideration for Nomination cost of Rs.1,00,000/- [Rupees One Lakh only].
- K. By reason of the aforesaid there has been a novation of the contract whereby and where under the Vendor with the consent and concurrence of the Confirming Party herein has agreed to sell and the Purchasers have agreed to purchase the said land more fully and particularly described in the **Schedule** hereunder written free from all encumbrances, charges, liens, lispendens, attachments, trust of whatsoever nature at and for a total consideration of Rs.77,00,000/-[Rupees Seventy Seven Lakhs only].

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.3,00,000/-[Rupees Three Lakhs only] of the lawful money of the Union of India well and truly paid by the Confirming Party on behalf of the Purchasers to the Vendor at or before execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge thereof forever acquit, release and discharge the Purchasers the said land) (which sum has since been reimbursed by the Purchasers to the Confirming Party, the receipt whereof the Confirming Party doth hereby as also by the receipt hereunder admit and acknowledge) and in further consideration of the said sum of Rs.1,00,000/- [Rupees One Lakh only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Confirming Party at or before the execution of these presents (the receipt whereof the Confirming Party doth hereby as also by the receipt hereunder written admit and acknowledge) being the consideration for the said nomination making together the total consideration of Rs.4,00,000/- (Rupees Four Lakhs only) and in further consideration of Rs.77,00,000/- [Rupees Seventy Seven Lakhs only] of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge) making together the total consideration of Rs.81,00,000/-[Rupees Eighty One Lakhs only] paid by the Purchasers, the Vendor doth hereby grant, transfer, convey, assign and assure and the Confirming Party doth hereby confirm and assure unto and in favour of the Purchasers ALL THAT the piece and parcel of land containing an area of 18 dcml., be the same a little more or less, together with tin shed structure having an area of 2700 sq.ft. approximately classified as 'GOLA' situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180 comprised in R.S. Dag No.272 corresponding to R.S. Khatian No. 1679, Police Station Behala, being

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portion of the Premises No.48, Mon Mohan Banerjee Road, under Ward No.118, within the ambit of Kolkata Municipal Corporation, Kolkata-700 053, in the District- South 24Parganas, free from all encumbrances, charges, liens, lispendens, attachments, trusts of whatsoever nature more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said land) OR HOWSOEVER OTHERWISE the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appurtaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom she may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby sold granted, conveyed, transferred assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever and the Vendor doth hereby covenant with the Purchasers THAT NOTWITHSTANDING any act, deed or thing by the Vendor or Confirming Party or their predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendor has now in herself good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid AND the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or the Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or the Confirming Party or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for them the Vendor shall and will from

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time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

- II. The Vendor further assures and confirms that the Vendor is transferring her entire undivided share in the said premises.
- III. The Vendor further assures and confirms that none of her heirs, executors, administrators, legal representatives and assigns shall ever raise any future claim demand right title or interest in respect of and over her share in the said premises or any portion thereof.
- IV. The Vendor further assures and confirms that she shall indemnify and keep indemnified the Purchasers and their respective successors or successors-in-interest and assigns from any future claim demand right title or interest in respect of and over their share in the said premises.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 18 dcml., be the same a little more or less, together with tin shed structure having an area of 2700 sq.ft. approximately classified as 'GOLA' situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180, comprised in R.S. Dag No.272 corresponding to R.S. Khatian No. 1679, Police Station Behala, being portion of the Premises No.48, Mon Mohan Banerjee Road, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700 053, in the District- South 24-Parganas, and butted and bounded in the manner as follows:-

ON THE NORTH

By R.S Dag No. 271;

ON THE SOUTH

By R.S Dag No. 273;

ON THE EAST

By R.S Dag No. 2646, 680, 2647 &

2648(P);

ON THE WEST

By R.S Dag No. 273;

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

SIGNED AND DELIVERED by the	
VENDUR at Kolkata in the programs	
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2. Santohu Sonkar	
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SIGNED SEALED AND DELIVERED by	ECLAIR INFRACION PVT, LTD.
he PURCHASERS at Kolkata in the	Samue Dass
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Soundhie Soules	eclair infrapacjects pvt, Ltd.
	Samin Dez
	Birecter/Authorised Signatory
·	WRIDDHI TOWER PVT. LTD.
	Samin Dors
	Director/Authorised Signatory
	WRIDDHI DEVELOPER PVT. LTD.
	Samue Dez
	Director/Authorised Signate
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RECEIVED by the Vendor of and from the within-named Purchasers the within-mentioned sum of Rs.77,00,000/- (Rupees Seventy Seven Lakhs only) being the consideration money as per Memo below:-

## MEMO OF CONSIDERATION

<u>Date</u>	DD / UTR No.	Bank & Branch	Amount (Rs.)
17.05.2013	008802	Indian Overseas Bank, Kalighat Branch	9,62,500/-
17.05.2013	008803	-do-	9,62,500/-
17.05.2013	008804	-do-	9,62,500/-
17.05.2013	008805	-do-	9,62,500/-
17.05.2013	008806	-do-	9,62,500/-
17.05.2013	008807	-do-	9,62,500/-
17.05.2013	008808	-do-	9,62,500/-
17.05.2013	008809	-do-	9,62,500/-
		Total	Rs.77,00,000/-

(Rupees Seventy Seven Lakhs only)

WITNESSES:

1. F. Dehe Pouses Phaochaph Bandana Ghalake

2. Sambler Santes

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RECEIVED by the Confirming Party of and from the within-named Purchasers the within-mentioned sum of Rs.4,00,000/- (Rupees Four Lakhs only) being the consideration money as per Memo below:-

# MEMO OF CONSIDERATION

			TOTA
<u>Date</u>	DD No./Chq	Bank & Branch	Among
10000	No. /Cash		Amount (Rs.)
20.05.2013	008814	Indian Overseas	
		Ronk Wallat	37,500/-
		Bank, Kalighat	
20.05.2013	008815	Branch	
20.05.2013		do	37,500/-
20.05.2013	008816	-do-	37,500/-
20.05.2013	008817	do-	37,500/-
	008818	-do-	37,500/-
20.05.2013	008819	-do-	
20.05.2013	008820	-do-	37,500/-
20.05.2013	008821	-do-	37,500/-
20.05.2013	Cash		37,500/-
20.05.2013	Cash	do-	12,500/-
20.05.2013	Cash	do-	12,500/-
20.05.2013		do-	12,500/-
20.05.2013	Cash	do-	12,500/-
	Cash	-do-	12,500/-
20.05.2013	Cash	-do-	
20.05.2013	Cash	-do-	12,500/-
21.05.2013	Cash	-do-	12,500/-
			12,500/-
· · · · · · · · · · · · · · · · · · ·		Total	4,00,000/-

(Rupees Four Lakhs only)

WITNESSES:

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2. Samblue Sainers

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## Government Of West Bengal Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05855 of 2013 (Serial No. 05891 of 2013 and Query No. 1602L000012207 of 2013)

## On 21/05/2013

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

Presented for registration at 17.02 hrs on :21/05/2013, at the Private residence by Samir Das , one of the Claimants.

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

Execution is admitted on 21/05/2013 by

- Bandana Ghatak, wife of Lt. Rameswar Prasad Ghatak , 3/2, Balaram Bose Ghat Road, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025, By Caste Hindu, By Profession: Others
- Golam Mostafa, son of Mujibar Rahman Mondal , Belgaria Dakshin Para Aturia, Thana:-Baduria, District:-North 24-Parganas, WEST BENGAL, India, Pin :-743427, By Caste Hindu, By Profession : Business
- 3. Samir Das

Director, Eclair Infracon Private Limited, 55/1 A, Strand Road, District:-Kolkata, WEST BENGAL, India, Pin:-700006.

- , By Profession : Business
- 4. Samir Das

Director, Ekdant Infracon Private Limited, 55/1 A, Strand Road, District:-Kolkata, WEST BENGAL, India, Pin:-700006.

- , By Profession: Business
- 5. Samir Das

Director, Eclair Infraprojects Private Limited, 55/1 A, Strand Road, District:-Kolkata, WEST BENGAL, India, Pin:-700006.

- , By Profession: Business
- 6. Samir Das

Director, Wriddhi Tower Private Limited, 161/1, M G Road, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700007.

- , By Profession : Business
- 7. Samir Das

Director, Wriddhi Developer Private Limited, 55/1 A, Strand Road, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700007.

- , By Profession : Business
- 8. Samir Das

Director, Ikka Infra Projects Private Limited, 55/1 A, Strand Road, District:-South 24-Parganas, WEST

BENGAL, India, Pin:-700007.

, By Profession : Business

( Malay Chakraborty ) DISTRICT SUB-REGISTRAR-II

23/05/2013 19:17:00

EndorsementPage 1 of 2

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# Government Of West Bengal Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

# Endorsement For Deed Number : I - 05855 of 2013 (Serial No. 05891 of 2013 and Query No. 1602L000012207 of 2013)

#### 9. Samir Das

Director, Ikka Infra Private Limited, 55/1 A, Strand Road, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700007.

, By Profession : Business

#### 10. Samir Das

Director, Ikka Tower Private Limited, 55/1 A, Strand Road, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700007.

, By Profession : Business

Identified By Dr. Deba Prasad Bhattacharya, son of Dr. Annada Prasad Bhattacharya, W2 A (r), 8/7, Iv B Golf Green, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700095, By Caste: Hindu, By Profession: Professionals.

( Malay Chakraborty )
DISTRICT SUB-REGISTRAR-II

## On 22/05/2013

## 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.-1,29,55,424/-

Certified that the required stamp duty of this document is Rs.- 906900 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Malay Chakraborty ) DISTRICT SUB-REGISTRAR-II

## On 23/05/2013

### 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, 5, 53 of Indian Stamp Act 1899.

## Payment of Fees:

Amount By Cash

Rs. 146940.00/-, on 23/05/2013

( Under Article : A(1) = 142505/- B = 4389/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 23/05/2013 )

## Deficit stamp duty

Deficit stamp duty Rs. 906900/- is paid , by the draft number 941895, Draft Date 23/05/2013, Bank : State Bank of India, ALIPORE, received on 23/05/2013

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> ( Mala) Chakraborty ) DISTRICT SUB-REGISTRAR-II

23/05/2013 19:17:00

EndorsementPage 2 of 2

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## BETWEEN

## SMT. BANDANA GHATAK

... VENDOR

AND

EVEREST UDYOG
... CONFIRMING PARTY

AND

ÉCLAIR INFRACON PRIVATE LIMITED & ORS.,

... PURCHASERS

CONVEYANCE

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 1797 to 1811 being No 05855 for the year 2013.



(Malay Chakrakorty) 28-May-2013
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -I I SOUTH 24-PARGANAS
West Bengal

PS VINAYAK HOMES LLP

Periner / Authorised Signatory