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Biddha Real Estate Development Pvt Ltd Shivbhakti Complex Private Limited Shivbhakti Housing Pvt Ltd Shivbhakti Heights Pvt Ltd Shivbhakti Enclave Pvt Ltd Shivbhakti Nirman Pvt Ltd Shivbhakti Infracon Pvt Ltd Shivbhakti Projects Pvt Ltd Roserise Builders Pvt Ltd Roserise Properties Pvt Ltd Roserise Developers Pvt Ltd Roserise Complex Pvt Ltd Roserise Housing Pvt Ltd Roserise Heights Pvt Ltd Roserise Enclave Pvt Ltd Shivbhakti Realestate Pvt Ltd

Authorized signatory

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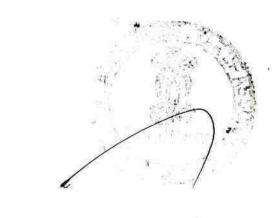
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legal practitioner.





- 3.1 **Deb Kumar Bose** alias **Deb Kumar Basu**, son of Late Mukul Chandra Bose, residing at 110, Gitanjali Apartment, 1039, Gitanjali Layout, HAL, 3<sup>rd</sup>Stage, Police Station Jeevan Bhima Nagar, Bangalore-560075, Karnataka (**PAN AAUPB9365P**)
- 3.2 Sujata Dey, wife of Kamal Kumar Dey and daughter of Late Mukul Chandra Bose, residing at 21/1B, Chakraberia Lane, Kolkata-700020, Police Station Ballygunge (PAN ANHPD1592K)
- 3.3 Surama Sinha, wife of Bhargav Sinha and daughter of Late Mukul Chandra Bose, residing at 143, Block G, New Alipore, Kolkata-700053, Police Station New Alipore (PAN AZXPS7332K)
- 3.4 Sudipta Dutta, wife of Samar Dutta and daughter of Late Mukul Chandra Bose, residing at 39, Paddapukur Road, Kolkata-700020, Police Station Ballygunge (PAN BDFPD5790P)
- 3.5 Sunanda Basu, daughter of Late Mukul Chandra Bose, residing at 39, Paddapukur Road, Kolkata-700020, Police Station Ballygunge (PAN ADRPB6053C)

(collectively Vendors, includes successors-in-interest)

#### And

3.6 Suryamukhi Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1A, Grant Lane, Kolkata-700012, Police Station Bowbazar (PAN AAMCS5392J), represented by its director, Ranjit Gupta, son of Radheshyam Gupta, of 1A, Grant Lane, Kolkata-700012, Police Station Bowbazar

(Confirming Party, includes successors-in-interest)

## And

- 3.7 Siddha Real Estate Development Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Siddha Pines, 99A, Park Street, Kolkata-700016, Police Station Park Street (PAN AAJCS6830L), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.8 Shivbhakti Complex Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6856K), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.9 Shivbhakti Housing Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6857J), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

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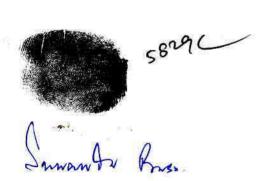






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- 3.10 Shivbhakti Heights Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2ndFloor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6845C), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.11 Shivbhakti Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6853N), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.12 **Shivbhakti Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6844D**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.13 Shivbhakti Infracon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6847A), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.14 Shivbhakti Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6855L), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.15 Roserise Builders Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2770M), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.16 Roserise Properties Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2769E), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.17 Roserise Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2765J), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.18 Roserise Complex Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2762R), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

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- 3.19 Roserise Housing Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2767L), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.20 Roserise Heights Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2764K), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.21 Roserise Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2763Q), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- Shivbhakti Realestate Private Limited, a company incorporated under the 3.22 Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6860P), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively Purchasers, includes successors-in-interest).

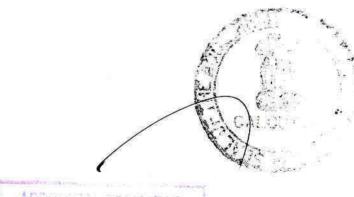
Vendors, Confirming Party and Purchasers are hereinafter individually referred to as such or as Party and collectively as Parties.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

4.1 Said Share in Said Premises: 50% (fifty percent) share and/or interest in land equivalent to 12 (twelve) cottah and 10 (ten) chittack, more or less together with 50% (fifty percent) share and/or interest in all buildings and structures equivalent to 5,400 (five thousand and four hundred) square feet, more or less (Said Share), the total land measuring 25 (twenty five) cottah and 4 (four) chittack, more or less and the total buildings and structures measuring 10,800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part of the said land, situate, lying at and being Municipal Premises No. 39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No. 69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (Said Premises), the Said Premises being delineated on the Plan annexed hereto and bordered in colour Red thereon together with (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection and together with all title, benefits, easements, authorities, claims, demands, usufructs, benefit of sanctions and permissions of building plan and tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof. The Said Premises is more fully described in the 1st Schedule below and the Said Share (which is the subject matter of this Conveyance) is more fully described in the 2nd Schedule below.

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- 5. Representations, Warranties and Covenants
- 5.1 Representations, Warranties and Covenants Regarding Title: The Vendors represent and warrant to and covenant with the Purchasers regarding title as follows:
- 5.1.1 Ownership of Gadadhar Rajak: One Gadadhar Rajak was the owner of land with structures thereon and after sale of a portion thereof on the northeast side to Thakurdas Rajak, he continued to remain the owner of land admeasuring 1 (one) bigha 11 (eleven) cottah and 9 (nine) chittack [on physical survey found to measure 25 (twenty five) cottah and 4 (four) chittack] with structures thereon, being the Said Premises described in the 1st Schedule below.
- 5.1.2 Sale to Shib Chandra Bose: By a Deed of Sale dated 14th August, 1905 and registered in the Office of the Sadar Sub-Registrar, Alipore, 24 Parganas in Book No. I, Volume No.33, at Pages 207 to 211, being Deed No.2062 for the year 1905, Gadadhar Rajak sold the Said Premises to Shib Chandra Bose who thus became the owner thereof.
- 5.1.3 **Demise of Shib Chandra Bose:** On or about 22nd October, 1944, Shib Chandra Bose, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his 2 (two) sons, namely, Mukul Chandra Bose and Kali Shankar Bose as his only legal heirs, who jointly and equally inherited the Said Premises and became the joint and equal owners thereof.
- 5.1.4 Demise of Mukul Chandra Bose: On or about 2nd December, 1982, Mukul Chandra Bose, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving his wife, Murala Bose, his son, Deb Kumar Bose alias Deb Kumar Basu (the Vendor No.3.1 herein) and his 4 (four) daughters, namely, (1) Sujata Dey (the Vendor No.3.2 herein) (2) Surama Sinha (the Vendor No.3.3 herein) (3) Sudipta Dutta (the Vendor No.3.4 herein) and (4) Sunanda Basu (the Vendor No.3.5 herein) as his sole legal heir and heiresses (collectively Legal Heirs Of Mukul Chandra Bose), who, jointly and equally inherited the 50% (fifty percent) share and/or interest of Late Mukul Chandra Bose in the Said Premises and jointly became co-owners thereof to the extent of 50% (fifty percent) share.
- 5.1.5 Ownership of Said Premises: In the abovementioned circumstances, Kali Shankar Bose and the Legal Heirs Of Mukul Chandra Bose became the joint and absolute owners of the Said Premises, Kali Shankar Bose owing 50% (fifty percent) share and the Legal Heirs Of Mukul Chandra Bose jointly owning the balance 50% (fifty percent) share thereof. Kali Shankar Bose died on 3rd August, 2002.
- 5.1.6 **Demise of Murala Bose:** On or about 1st July, 2004, Murala Bose, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind her surviving the Vendors herein as her sole legal heir and heiresses, who, jointly and equally inherited the share and/or interest of Late Murala Bose in the Said Premises and thus jointly became co-owners thereof to the extent of 50% (fifty percent) share.
- 5.1.7 Said Tenant: There is 1 (one) tenant in the Said Premises, who is occupying a specified portion thereof (Said Tenant) and litigation is pending with the Said Tenant (Said Litigation).

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- 5.1.8 Decision to Dispose Off: The Vendors have collectively decided to sell and dispose off the entirety of the Said Share in the Said Premises, i.e. all their right, title and interest of any and every nature whatsoever or howsoever in the Said Premises.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances:
  The Vendors represent and warrant to and covenant with the Purchasers regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors declare that the Said Share in the Said Premises has not been acquired, required or included in any scheme and the Vendors have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme or of any restriction on the nature of use and extent and height of construction of new buildings on the Said Share in the Said Premises.
- 5.2.2 **No Excess Land:** The Said Share in the Said Premises does not contain any excess land and the Vendors also do not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.2.3 No Encumbrance by Act of Vendors: Save and except creation of the tenancy right of the Said Tenant by the predecessor-in-interest of the Vendors, the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Share in the Said Premises or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share in the Said Premises to the Purchasers.
- 5.2.5 No Dues: No revenue, cess, municipal taxes, other taxes, surcharges, impositions, dues of CESC Ltd., outgoings or levies of any nature whatsoever in respect of the Said Share in the Said Premises is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Vendors.
- 5.2.6 No Right of Pre-emption: To the best of the knowledge of the Vendors, the legal heirs/representatives/successors-in-title of Late Kali Shankar Bose have sold their 50% (fifty percent) share in the Said Premises to outsider third parties (to which the Vendors did not raise any objection and do not have any claim/objection) and thus no person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Share in the Said Premises or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors in respect of the Said Share in the Said Premises or any part thereof by deposit of title deeds or in any other manner.
- 5.2.8 Free From All Encumbrances: Save and except the tenancy right of the Said Tenant and the Said Litigation pending with him, the Said Share in the Said Premises is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein

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- through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Share in the Said Premises is free, clear and marketable.
- 5.2.9 **No Guarantee:** The Said Share in the Said Premises is not affected by or subject to any personal or collateral guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Share in the Said Premises or any part thereof.

# 6. Basic Understanding

- Agreement to Sell and Purchase: The Vendors have approached the Purchasers and offered to sell the Said Share in the Said Premises to the Purchasers, free from all encumbrances of any and every nature whatsoever excepting the right of the Said Tenantand the Said Litigation pending with him and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession excepting the specified portion occupied by the Said Tenant and the Purchasers, based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively Representations), have agreed to purchase the Said Share in the Said Premises from the Vendors.
- 6.2 Agreement to Surrender by Confirming Party: The Confirming Party, who claims to have actionable development rights in the Said Premises, has agreed to surrender all its rights of any and every nature whatsoever in the Said Share in the Said Premises to and in favour of the Purchasers.

#### 7. Transfer

- 7.1 Hereby Made by Vendors: The Vendors hereby sell, convey, transfer, assign, release and relinquish to and in favour of the Purchasers the entirety of the right, title and interest of whatsoever or howsoever nature of the Vendors in the Said Share described in the 2nd Schedule below, being 50% (fifty percent) share and/or interest in land equivalent to 12 (twelve) cottah and 10 (ten) chittack, more or less together with 50% (fifty percent) share and/or interest in buildings and structures equivalent to 5,400 (five thousand and four hundred) square feet, more or less, in the Said Premises described in the 1st Schedule below, being land measuring 25 (twenty five) cottah and 4 (four) chittack, more or less together with buildings and structures collectively measuring 10,800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being Municipal Premises No. 39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No. 69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, the Said Premises being delineated on the Plan annexed hereto and bordered in colour Red thereon together with (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection and together with all title, benefits, easements, authorities, claims, demands, usufructs, benefit of sanctions and permissions of building plan and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.13,75,00,000/- (Rupees thirteen crore and seventy five lac) paid by the Purchasers to the Vendors in the manner requested by the Vendors, receipt of which the Vendors

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hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

- Hereby Confirmed by Confirming Party: The Confirming Party hereby (1) 7.3 confirms the aforesaid sale of the Said Share described in the 2nd Schedule below in the Said Premises described in the 1st Schedule below by the Vendors to and in favour of the Purchasers (2) further confirms that it has no objection to such sale in as much as it has no subsisting right, title and interest in the Said Premises and has no claim of any nature whatsoever against the Vendors and (3) covenants with and assures the Purchasers that it will do all further acts, deeds and things as be necessary to better the title of the Purchasers to the Said Share in the Said Premises.
- 8. **Terms of Transfer**
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- Free from All Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to all tenancies (save the tenancy right of the Said Tenant), claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens (save the Said Litigation), uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Share in the Said Premises and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Share in the Said Premises.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification by Vendors: express indemnification by the Vendors about the correctness of the title, the Vendors' authority to sell/convey and non existence of any encumbrances (save and except the tenancy right of the Said Tenant and pendency of the Said Litigation) on the Said Share in the Said Premises and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of the aforesaid.

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- Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: The Vendors have handed over khas, vacant, peaceful and physical possession of the Said Share in the Said Premises to the Purchasers excepting the specified portion occupied by the Said Tenant.
- 8.4 Outgoings: All revenue, cess, municipal taxes (whether for current period or arrears or accruing on account of pending general revaluations), surcharges, other property taxes, impositions, dues of CESC Ltd., outgoings and levies of any nature whatsoever of or on the Said Share in the Said Premises, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid/reimbursed and discharged by the Vendors on demand by the concerned authority/agency, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendors hereby covenant that the Purchasers and/or the 8.5 Purchasers' successors-in-interest and assigns shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Share in the Said Premises and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from, under or in trust for the Vendors.
- No Objection to Mutation: The Vendors declare that the Purchasers are fully 8.6 entitled to mutate the Purchasers' name in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions (accruing for the period after the date of this Conveyance) in the Purchasers' own names. In this regard, the Vendors hereby authorize and empower the Purchasers to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendors. Notwithstanding such empowerment and authority, the Vendors undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Share in the Said Premises in the name of the Purchasers and in this regard shall sign all documents and papers as be required by the Purchasers.
- 8.7 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or the Purchasers' successors-ininterest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Share in the Said Premises.

#### 1stSchedule (Said Premises)

Land measuring 25 (twenty five) cottah and 4 (four) chittack, more or less together with buildings and structures collectively measuring 10,800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being Municipal Premises No. 39 (formed by amalgamation of 39 and 39/1),

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Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No. 69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : By Paddapukur Road and Premises No. 38, Paddapukur Road

On the East: By Premises No. 38, Paddapukur Road, 37/C, Paddapukur

Road, 37/A, Paddapukur Road and 37/B, Paddapukur Road

On the South: By Premises No. 35/14, Paddapukur Road, Premises No.

40/C/2, Paddapukur Road and Premises No. 40/C/3,

Paddapukur Road

On the West : By CMC Road, Premises No. 40/A, Paddapukur Road and

Premises No. 40/B, Paddapukur Road

Together with (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection and together with all title, benefits, easements, authorities, claims, demands, usufructs, benefit of sanctions and permissions of building plan and tangible and intangible rights of howsoever or whatsoever nature in the Said Premises and appurtenances and inheritances for access and user thereof.

# 2<sup>nd</sup> Schedule (Said Share) [Subject Matter of this Conveyance]

50% (fifty percent) share and/or interest in the Said Premises described in the 1st Schedule above, such share and/or interest being and amounting to land measuring 12 (twelve) cottah and 10 (ten) chittack, more or less, out of land measuring 25 (twenty five) cottah and 4 (four) chittack, more or less together with buildings and structures collectively measuring 5,400 (five thousand and four hundred) square feet, more or less. out of the buildings and structures collectively measuring 10,800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being part or portion of Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas together with (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection and together with all title, benefits, easements, authorities, claims, demands, usufructs, benefit of sanctions and permissions of building plan and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof.

Sary Surama Sinha.

Sujata Dey.

Sudipli Dutte.

A B



#### 9. **Execution and Delivery**

In Witness Whereof the Parties have executed and delivered this Conveyance on the 9.1 date mentioned above.

Deb Kumar Bose alias Deb Kumar Basu

Sunanda Basu

[Vendors]

SURYAMUKHI PROJECTS PVT. LTD.

1/ Director

[Confirming Party]

Siddha Real Estate Development Pvt Ltd Shivbhakti Complex Private Limited Shivbhakti Housing Pvt Ltd

Shivbhakti Heights Pvt Ltd Shivbhakti Enclave Pvt Ltd

Shivbhakti Nirman Pvt Ltd

Shivbhakti Infracon Pvt Ltd Shivbhakti Projects Pvt Ltd

Roserise Builders Pvt Ltd

Roserise Properties Pvt Ltd Roserise Developers Pvt Ltd

Roserise Complex Pvt Ltd

Roserise Housing Pvt Ltd

Roserise Heights Pvt Ltd Roserise Enclave Pvt Ltd

Shivbhakti Realestate Pvt Ltd

**Authorized signatory** 

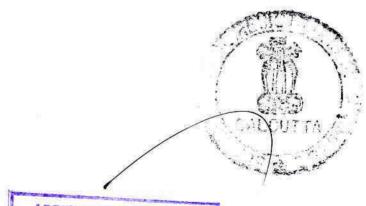
[Purchasers]



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Signature Ralina Roj Christy.	Signature Struba Brata Barn
Name Raling Roy Chorolhy	Name DHRUBA BRATA BASU
Father's Name Late Rachika Rayan	By Father's Name Late Debobrata Barn
Address 26 & Ruki Park.	Address 904 Park Street,
	Kol-16.



ADDITIONAL REGISTRAR

- 4 JUL 2014

# Receipt and Memo of Consideration

Received from the withinnamed Purchasers the withinmentioned sum of Rs.13,75,00,000/-(Rupees thirteen crore and seventy five lac) towards full and final payment of the consideration for sale of the Said Share in the Said Premises described in the 2ndSchedule above, in the following manner:

Mode				Amount (Rs.)	Favouring
Pay No. <b>3949</b>	Order 0407.2014 Axis Bank Limited, Kolkata Branch		Axis Bank Limited, Kolkata Branch	2,29,16,666.67	Deb Kumar Basu
Pay No.394871	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	2,29,16,666.67	Sujata Dey
Pay No.394872	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	2,29,16,666.67	Surama Sinha
Pay No.394873	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	2,29,16,666.67	Sunanda Basu
Pay No.394864	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	1,57,55,208.33	Sunanda Basu
Pay No.394865	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	2,29,16,666.67	Sudipta Dutta
Pay No.394866	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	14,32,291.67	Ritu P. Krishnan
Pay No.394867	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	14,32,291.67	Indraneel Dutta
Pay No.394868	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	14,32,291.67	Rajeev Dutta
Pay No.394869	Order	03.07.2014	Axis Bank Limited, Kolkata Branch		
Pay No.394870	Order	03.07.2014	Axis Bank Limited, Kolkata Branch	14,32,291.67	Shamik Basu
			Total:	13,75,00,000/-	

Deb Kumon Basy	Sujata Dey.
Deb Kumar Bose alias Deb Kumar Basu	Sujata Dey
Surama Sinha.	Sulib h Dutte
Surama Sinha	Sudipta Dutta
Samon De	Ross.
Sunanda B	asu

[Vendors]

Witnesses:

Signature About Brata Basu

Name DHRUBA BRATA BASU

ADDITIONAL REGISTRAR

- 4 JUL 2014

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
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15	3//~	Thumb	Fore	Middle (Right	Ring Hand)	Little
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		Line	Ring	Middle (Left	Fore Hand)	Thumb
	Deb Kuman Basa					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
X	Sujalas	y		Leit	I Idilu)	
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# **SPECIMEN FORM TEN FINGER PRINTS**

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Swrama Sinha					
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Su 35p 11 2014.					
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Sman & Porgn.					
	Thumb	Fore	Middle (Right	Ring Hand)	Little



# **SPECIMEN FORM TEN FINGER PRINTS**

SI. No.	Signature of the executants and/or purchaser Presentants				n 4.	
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	8-	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		16				
		Thumb	Fore	Middle (Right	Ring Hand)	Little

ADDITIONAL SEGISTRAR
OF ASSUMMAN (OLYCATA)
- 4 JUL 2014

Land Area - 25 (twenty five) cottah and 4 (four) chittack, more or less and the total buildings and structures measuring 10800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part of the said land, situate, lying at and being Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas. SURYAMUKHI PROJECTS PVT. LTD. Kandit Gulta Director Deb Kumb Sujata Dey Siddha Real Estate Development Pvt Ltd Shivbhakti Complex Private Limited Shivbhakti Housing Pvt Ltd Shivbhakti Heights Pvt Ltd Shivbhakti Enclave Pvt Ltd Shivbhakti Nirman Pvt Ltd Shivbhakti Infracon Pvt Ltd Shivbhakti Projects Pvt Ltd Roserise Builders Pvt Ltd Roserise Properties Pvt Ltd Roserise Developers Pvt Ltd Roserise Complex Pvt Ltd Roserise Housing Pvt Ltd Roserise Heights Pvt Ltd Roserise Enclave Pvt Ltd Shivbhakti Realestate Pvt Ltd **Authorized signatory** 

ADDITION DECISTORS

-4 JUL 2014

# Govt. of West Bengal Directorate of Registration & Samp Revenue e-Challan

GRN:

19-201415-000420227-2

Payment Mode

Counter Payment

GRN Date: 04/07/2014 13:40:36

Bank:

State Bank of India

BRN:

040714090018920

BRN Date: 04/07/2014 15:14:53

# **DEPOSITOR'S DETAILS**

ld No.: 1901L000014961/2/2014

[Query No./\*/Query Year]

Name:

Sourav Baneriee

Mobile No.:

+91 8013692476

E-mail:

Address:

.Contact No. :

7C, Kiran Shankar Roy Road, Kolkata 700001

Applicant Name;

Sourav Banerjee

Office Name :

A.R.A. - I KOLKATA, Kolkata

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :

Requisition Form Filled in Registration Office

# PAYMENT DETAILS

SI. No	). Identification	Head of A/C Description	Head of A/C	Amount[ ₹]
1	1901L000014961/2/2014	Property Registration- Stamp duty	0030-02-103-003-02	9620020
2	1901L000014961/2/2014	Property Registration- Registration Fees	0030-03-104-001-16	1512587

Total

11132607

In Words:

Rupees One Crore Eleven Lakh Thirty Two Thousand Six Hundred Seven only





# Government Of West Bengal Office Of the A.R.A. - I KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 06141 of 2014 (Serial No. 05783 of 2014 and Query No. 1901L000014961 of 2014)

# On 04/07/2014

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

Presented for registration at 18.50 hrs on :04/07/2014, at the Private residence by Anirban Bhattacharva , Claimant.

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

Execution is admitted on 04/07/2014 by

- 1. Deb Kumar Bose Alias Deb Kumar Basu, son of Lt. Mukul Chandra Bose, 110, Gitanjali Apartment, 1039, Gitanjali Layout, Hai, 3rd Stage, Bangalore, Thana:-JEEVANABIMANAGAR, District:-Bangalore, KARNATAKA, India, Pin :-560075, By Caste Hindu, By Profession: Others
- 2. Sujata Dey, wife of Kamal Kumar Dey, 21/1 B, Chakraberia Lane, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession : Others
- 3. Surama Sinha, wife of Bhargav Sinha, G, 143, New Alipore, Kolkata, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Others
- 4. Sudipta Dutta, wife of Samar Dutta, 39, Padda Pukur Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession :
- 5. Sunanda Basu, daughter of Lt. Mukul Chandra Bose , 39, Padda Pukur Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession: Others
- 6. Ranjit Gupta Director, Suryamukhi Projects Pvt. Ltd., 1 A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin:-700012. , By Profession : Others



( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 3





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

# Endorsement For Deed Number : I - 06141 of 2014 (Serial No. 05783 of 2014 and Query No. 1901L000014961 of 2014)

 Anirban Bhattacharya
 Authorised Signatory, Siddha Real Estate Development Pvt. Ltd., Siddha Park, 99 A, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Complex Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Housing Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Heights Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Enclave Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Nirman Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Infracon Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Projects Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roserise Builders Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

 Authorised Signatory, Roserise Properties Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roseries Developers Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roserise Complex Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roserise Housing Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roserise Heights Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Roserise Enclave Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Shivbhakti Realstate Pvt. Ltd., 101, Park Street, Kolkata, Thana:-Park Street,

= 7 JUL 2014

( Dinabandhu Roy )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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

# Endorsement For Deed Number : I - 06141 of 2014 (Serial No. 05783 of 2014 and Query No. 1901L000014961 of 2014)

District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Others

Identified By Pratima Roy Chowdhury, daughter of Radhika Roy Chowdhury, 26 B, Rubby Park, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700047, By Caste: Hindu, By Profession: Professionals.

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 05/07/2014

# 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.-13,75,00,000/-

Certified that the required stamp duty of this document is Rs.- 9625020 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 07/07/2014

# 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 of Indian Stamp Act 1899.

# Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 15,12,587/- paid online on 04/07/2014 3:14PM with Govt. Ref. No. 192014150004202272 on 04/07/2014 1:40PM, Bank: State Bank of India, Bank Ref. No. 040714090018920 on 04/07/2014 3:14PM, Head of Account: 0030-03-104-001-16, Query No:1901L000014961/2014

# Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 96,20,020/- paid online on 04/07/2014 3:14PM with Govt. Ref. No. 192014150004202272 on 04/07/2014 1:40PM, Bank: State Bank of India, Bank Ref. No. 040714090018920 on 04/07/2014 3:14PM, Head of Account: 0030-02-103-003-02, Query No:1901L000014961/2014

( Dinabandhu Roy )
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( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 3 of 3



Dated this 4 day of July , 2014

partit.

#### Between

Deb Kumar Bose & Ors. ... Vendors

# And

Suryamukhi Projects Pvt. Ltd. ... Confirming Party

# And

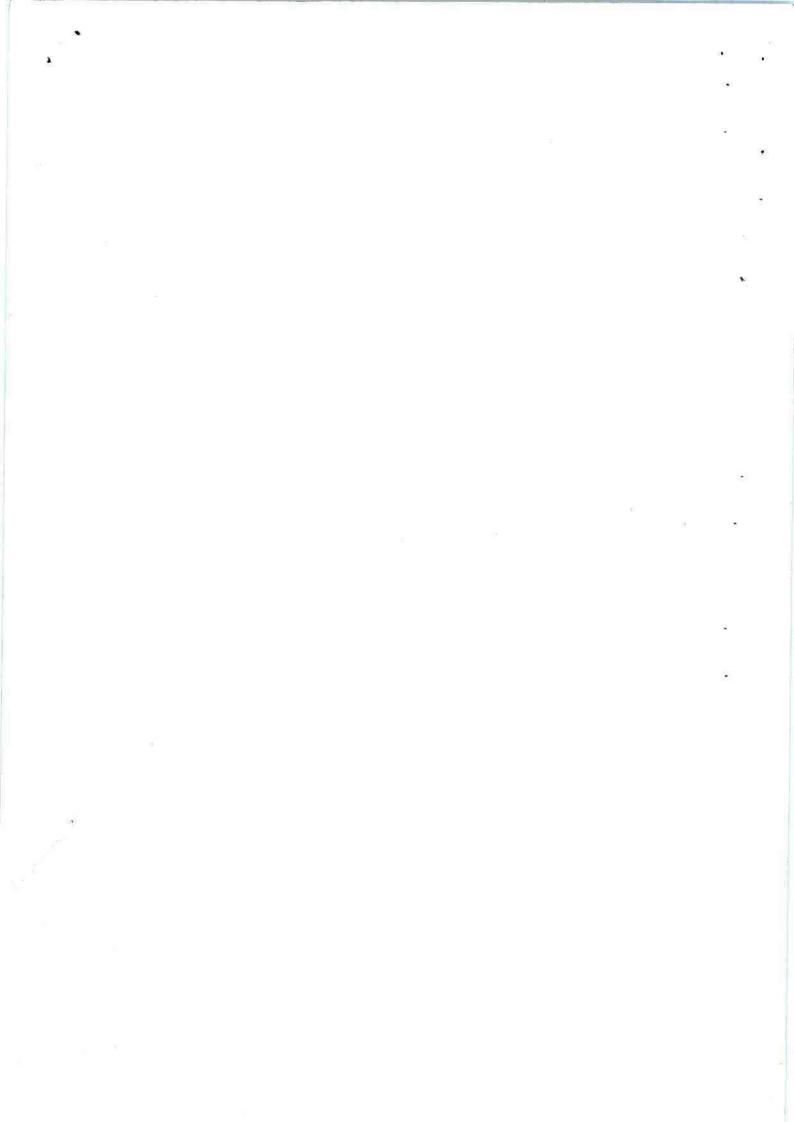
Siddha Real Estate Development Pvt. Ltd. & Ors. ...Purchasers

#### CONVEYANCE

50% (fifty percent) share in Premises No. 39, Paddapukur Road Police Station Ballygunge Kolkata-700020

### Saha & Ray

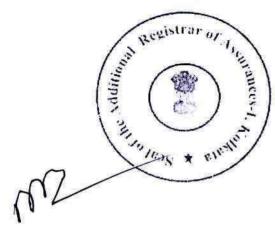
Advocates
3A/1, 3<sup>rd</sup> floor
Hastings Chambers
7C, KiranSankar Roy Road
Kolkata-700001



xi

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 2122 to 2146 being No 06141 for the year 2014.



(Dinabandhu Roy) 10-July-2014 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengai