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ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

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Cholud No: 258204, 05, 06, 08, 02
Rs. 12.12.02
Rs. (495000) + 37100/-
has been Paid on account of...

THIS DEED OF CONVEYANCE is made on this 13th day of December Two Thousand Six BETWEEN SRI BISWANATH BOSE, son of Late Satyendranath Bose, by faith Hindu residing at No. 7, Thakurdas Babu Lane, Sreerampur (Hooghly) hereinafter referred to as "THE VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal representatives)

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122609

112 DEC 2006

no. **R. L. GAGGAR**
Sold to **R. L. GAGGAR**
Solicitor & Advocate
144 road **TEMPLE CHAMBERS**
8, OLD POST OFFICE STREET,
3RD FLOOR, KOLKATA - 700 009

L. S. TENDON,
NOTARY PUBLIC

Presented for Registration

the **13th** day of **Dec** 2006
Vendor Residences **Rajin Boddar**

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
13/12/06

Rajin Boddar

7342

HAPPY TELEKOMS LTD.

Rajin Boddar
Director

HAPPY BENGAL PROMOTERS PVT. LTD.

Rajin Boddar
Director

- 1) *Rajin Boddar*
Happy Telecom Ltd
- 2) *Rajin Boddar*
Happy Bengal Promoters Pvt Ltd
- 3) *Keenul Ussahat*
Keenul Ussahat
153

7343

VIBGYOR PROJECTS PRIVATE LIMITED

[Signature]
Director / Authorised Signatory

[Signature]

KANSHEAR KUMHATAT



ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
13/12/06

of the **FIRST PART AND HAPPY BENGAL PROMOTERS PVT. LTD.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No. 8, Camac Street, 4th Floor, Room No. 15, Kolkata - 700 017 hereinafter referred to as "**THE FIRST CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor/ successors-in-interest and assigns) of the **SECOND PART AND HAPPY TELECOMS LIMITED** formerly known as **HOUSING INTERNATIONAL LIMITED** also a company incorporated within the meaning of the Companies Act 1956 having its registered office situated at No. 8, Camac Street, Kolkata - 700017 hereinafter referred to as the **SECOND CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **THIRD PART AND VIBGYOR PROJECTS PVT LTD** also a company incorporated within the meaning of the Companies Act 1956 having its registered office situated at No. 15, Chittranjan Avenue, Ground Floor, Kolkata - 700072 hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FOURTH PART**

WHEREAS

1. By an Indenture dated 27th February, 1942 and made between one Bimal Behari Sen therein described as the Vendor of the One Part and Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose therein collectively described as the Purchasers of the other part and registered with the Sadar Joint Sub-Registrar Alipore in Book No.1, Volume No.11 Pages No.192 to 200 Being No.346 for the year 1942 the said Bimal Behari Sen for the consideration mentioned therein sold conveyed transferred assigned and assured unto and in favour of the said Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose All that the one storied brick built messuage dwelling houses **TOGETHER WITH** the piece and parcel of rent free land thereunto belonging and on part whereof the same are erected and built containing an area of 8 Cottahs and 8 Chittacks (be the same a little more or less) **TOGETHER WITH** a frontage of 63' feet 9" inches on Ashutosh Mukherjee Road, situate lying at and being portion of premises No.28A, Ashutosh Mukherjee Road Calcutta formerly known as 25A, Russa Road North Calcutta being part of Holding No.484 and 493 in Division VI Sub-Division C in Dihi Panchannagram in the

District of 24-Parganas as shown and delineated in the map or plan annexed thereto and coloured in **RED** thereon (hereinafter referred to as the **SAID PREMISES**).

2. By a Bengali Kobala dated 10th September, 1943 and made between Smt. Manu Bala Kundu, Sri Bibhuti Bhusan Kundu therein jointly described at the Vendors of the One Part and said Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose therein collectively described as the Purchasers of the Other Part and registered within District Sub-Registrar Alipore in Book No. I Volume No. 51 at Pages 210 to 216 Being No. 3421 for the year 1943 the said Manu Bala Kundu and Bibhuti Bhusan Kundu for the consideration mentioned therein sold conveyed transferred assigned and assured unto and in favour of the said Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose **ALL THAT** the piece and parcel of Land measuring 13 Chittacks 13 Sq.ft. (be the same a little more or less) being the Southern Portion of Municipal Premises No. 2/2/1, Chandra Nath Chatterjee Street, P.S. Bhowanipore, in Mouza Kansaripara Touzi No. 2833 in Dihi Panchannagram in Division VI Sub-Division - C Holding No. 528/491 (New) 252(old) in the District of 24 Parganas as shown in the map or plan annexed thereto and bordered in **YELLOW** colour thereon (hereinafter referred to the said Premises No. 2/2/1, Chandra Nath Chatterjee Street).
3. By virtue of the aforesaid recited events the said Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose thus become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **FIRSTLY ALL THAT** the said premises No. 28A, Ashutosh Mukherjee Road, Calcutta morefully described in Part - I of the **FIRST SCHEDULE** hereunder written and **SECONDLY ALL THAT** the Southern Portion of the said premises No. 2/2/1A, Chandra Nath Chatterjee Street, Calcutta morefully described in **PART- II** of the **FIRST SCHEDULE** hereunder written (hereinafter collectively referred to as the said two premises) each of them entitled to become an equal undivided 1/3rd share or interest into or upon the same.
4. The said Amulya Gopal Bose who during his life time was governed under the provisions of Dayabhanga School of Hindu Law died intestate on or about 24th July, 1948 leaving him surviving his widow Smt. Nirmla Bala Bose as his sole heiress.

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Upon the death of said Amulya Gopal Bose and after enactment of Hindu succession Act, 1956 the undivided 1/3rd Share belongs to the said Amulya Gopal Bose into or upon the said two premises developed upon the said Smt. Nirmala Bala Bose absolutely under the provisions of the Hindu succession Act, 1956.

6. By a Bengali Deed of Gift dated 30th May, 1960 and made between the said Nirmala Bala Bose therein described as the Donor of the One Part and the said Naba Gopal Bose and Nani Gopal Bose therein jointly described as the Donees of the Other Part and registered with the District Registrar Hooghly in Book No.1, Volume No.21 at Pages 247 to 284 Being No.5566 for the year 1960 the said Smt. Nirmala Bala Bose for the natural Love and affection towards the said Naba Gopal Bose and Anr. Gifted conveyed transferred assigned and assured unto and in favour the said Naba Gopal Bose and the said Nani Gopal Bose **ALL THAT** the said undivided 1/3rd share or interest into or upon the said two premises inherited by her as hereinbefore stated .
7. In the events as aforesaid the said Naba Gopal Bose and Nani Gopal Bose thus became the joint Owners of the said two premises each one of them entitled to an equal 1/2 (one half) undivided half share or therein into or upon the said Two Premises.
8. By a Deed of Family Settlement in Bengal executed by said Naba Gopal Bose on 29th December, 1963 and registered with the Sub-Registrar, Alipore in Book No.1 Volume No.31 at Pages 72 to 77 Being No.484 for the year 1964 the said Naba Gopal Bose created a Trust and transferred his undivided 1/2 one half share or interest into or upon the said two premises for the benefit of his grandson Sri Biswanath Bose , (then a minor) and appointed his two sons namely Atindra Nath Bose and Satyendra Nath Bose as the joint trustee of the said Trust for looking after the said Trust property i.e. the said undivided 1/2 (one half) share or interest into or upon the said two premises. It has been provided for in the said Trust Deed that the said Trust shall come to an end when the said Biswanath Bose , attained the age of majority and upon became major he will be entitled to the sole Ownership of the said undivided half share or interest into or upon the said two premises.

Upon attaining the age of majority the said Biswanath Bose by a Deed of Declaration dated 16th May, 1969 and made between the said Atindra Nath Bose therein described as Party of the First Part and Satyendra Nath Bose therein described as the party of the Second Part and the said Biswanath Bose therein described the third Party of the 3rd Part and registered with the joint sub-Registrar of Alipore in Book No.1 Volume No.3 at Pages No.278 to 279 Being No.349 for the year 1969 the said Atindra Nath Bose and Satyendra Nath Bose being the joint Trustees to the said Bengali Deed of Settlement dated 29th December, 1963 transferred conveyed and assigned unto and in favour of the said Biswanath Bose **ALL THAT** the said undivided 1/2 (one half) share or interest into or upon the said two premises (being the trust Estate) under the provisions of the said Trust Deed dated 29.12.1963.

10. Hence the said Biswanath Bose thus became the sole and absolute owner of **ALL THAT** the undivided 1/2 (one half) share or interest into or upon the said two premises.

11. By a Deed of Gift in Bengali dated 11th August, 1972 and made between the said Nani Gopal Bose therein described as the Donor of the one part and Sri Sourindra Nath Bose, Sorojendra Nath Bose and Manabendra Nath Bose therein jointly described as the Donees of the other part and registered with the District Sub-Registrar Alipore in Book No.1 Volume No.70 at Pages 196 to 202 Being No.3261 for the year 1972, the said Nani Gopal Bose for the natural Love and affection towards the said Sourindra Nath Bose and Ors. Gifted conveyed transferred assigned and assured unto and in favour of the said Sourindra Nath Bose, Sorojendra Nath Bose and Manabendra Nath Bose. **ALL THAT** the undivided 1/2 (one half) share as interest into or upon the said two premises.

12. By virtue of the aforesaid recited events the said Sourindra Nath Bose, Sorojendra Bose and Manabendra Nath Bose thus the became the joint Owners of the said undivided 1/2 (one half) share or interest into or upon the said two premises each one of them entitled to an undivided 1/6th share or interest into or upon the said two premises.

13. The said Southern portion of Municipal Premises No.2/2/1, Chandra Nath Chatterjee Street Calcutta has since renumbered as Premises No.2/2/1A, Chandra Chatterjee Street Calcutta by the then Calcutta Municipal Corporation.

The said Sourindra Nath Bose died intestate on 31st March, 1995 leaving him surviving his only son Sri Debashis Bose and two married daughters namely Smt. Mahuya Majumder and Smt. Tapati Bose as his only legal heirs and/or heiress under the provisions of Hindu Succession Act, 1956.

15. In the events as recited hereinabove the said Biswanath Bose, Sorojendra Nath Bose, Manabendra Nath Bose and the said Debashis Bose, Smt. Mahuya Majumder and Smt. Tapati Bose jointly and absolutely became seized and possessed of and/or otherwise well and sufficiently entitled to **ALL** THAT the said two premises and also half share or interest in the strip of land hereinafter referred to as common passage, shown and delineated in the map or plan annexed hereto and bordered in **BLUE** thereon in the following undivided shares -

a) Biswanath Bose	1/2nd share
b) Sorojendra Nath Bose	1/6th share
c) Manabendra Nath Bose	1/6th share
d) Debashis Bose	1/18th share
e) Smt. Mahuya Majumder	1/18th share
f) Smt. Tapati Bose	1/18th share

16. The said Premises No.2/2/1A, Chandra Nath Chatterjee Street, Kolkata has since been amalgamated with Premises No. 28A, Ashutosh Mukherjee Road, Kolkata on 4.7.2005 by The Kolkata Municipal Corporation (more fully and particularly mentioned and described in **PART III** of the **FIRST SCHEDULE** hereunder written).

17. The entirety of the said premises No. 28A, Ashutosh Mukherjee Road, Kolkata - 700 025 is presently in the possession and occupation of various tenants (hereinafter referred to as "**THE SAID TENANTS**");

18. In the Premises as aforesaid the said Biswanath Bose, (the Vendor herein) is the absolute owner of an undivided 1/2nd share or interest into or upon in **ALL** THAT piece or parcel of land measuring 9 cottahs 15 chittacks (be the same a little more or less) but upon actual measurement found to be 9 Kattah 7 Chittacks 38 sq.Ft. (be the same a little more or less) **TOGETHER WITH** the brick built rooms and huts standing thereon situate lying at and being Municipal

Remises No. 28A Ashutosh Mukherjee Road, Kolkata 700 025 AND ALSO one 1/2nd share or interest into or upon the half share of the Owners in the said common passage (hereinafter collectively referred to as the said PREMISES more fully and particularly mentioned and described in PART I and PART II of the FIRST SCHEDULE hereunder written) SUBJECT HOWEVER to the occupation of the said Tenants BUT OTHERWISE free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.

19. In this Deed the said Biswanath Bose, Sorojendra Nath Bose, Manabendra Nath Bose, Debashis Bose, Mahuya Majumder and Tapati Bose wherever the context so permits are also collectively referred to as the OWNERS.
20. By an Agreement dated 26th October 1998 entered into between the Owners and the Second Confirming party herein the Owners have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Second Confirming Party herein for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT) and in furtherance thereof the Owners had executed a General Power of Attorney dated 26th October 1998 unto and in favour of the said Second Confirming Party herein.
21. After execution of the said Development Agreement the Owners and the Developer, have mutually decided to cancel and/or rescind the said Development Agreement and to revoke the said Power of Attorney and consequent to such cancellation and/or revocation of the said Development Agreement and the said Power of Attorney the Second Confirming Party has ceased to have any right to undertake the development of the said Premises without any claims against the Owners on any account whatsoever or howsoever and the Owners became entitled to sell and transfer their respective undivided share and/or their respective right title and interest into or upon the said premises.
22. By an Agreement dated 24.09.2006 entered into between the Vendor herein and the First Confirming Party herein (hereinafter referred to as the said SALE AGREEMENT) the Vendor has agreed to sell and transfer and the First Confirming Party has agreed to purchase and acquire either in its own name or

the name of its nominee and/or nominees **ALL THAT** the undivided 1/6th share or interest and/or the entirety of the right title and interest of the Vendor into or upon the said Premises (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **UNDIVIDED SHARE**) at and for a consideration of **Rs.40,00,000/-** (Rupees Forty lacs only) **SUBJECT HOWEVER** to the rights of the said tenants **BUT OTHERWISE** free from all encumbrances charges liens lispens attachments trusts whatsoever or howsoever.

23. In pursuance of the said Sale Agreement and in pursuance of the power and authority of Nomination conferred upon the First Confirming Party, the First Confirming Party with the consent and concurrence of the Vendor has irrevocably nominated the Purchaser herein in its place and stead under the said Sale Agreement for acquiring the said Undivided Share and consequent to such nomination the Purchaser has become entitled to obtain the Deed of Conveyance in respect of the said Undivided Share directly from the Vendor and the Vendor has accepted such nomination.

24. In pursuance of such nomination the Purchaser has now approached the Vendor herein to execute the Deed of Conveyance in respect of the said Undivided share and/or in respect of the entirety of the right title and interest of the Vendor into or upon the said Premises which the Vendor has agreed to do so **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** that the cost of acquiring the said undivided share is in pursuance to the said Sale Agreement and the said Nomination Agreement.

25. At or before the execution of this Indenture the Vendor has assured and represented to the Purchaser as follows :

- a) **THAT** the Vendor alone is the absolute Owner of the undivided 1/2nd share into or upon the said premises.
 - b) **THAT** the said Premises is free from all encumbrances and charges **EXCEPTING** that certain parts and portions of the said premises are presently in occupation of various persons.
 - c) **THAT** the Vendor has a marketable title in respect of the said Premises.
- १०/१२/२०१९

d) THAT the said Development Agreement dated 26th October 1998 entered into between the Vendor and the Second Confirming Party has stood cancelled by mutual consent and the said Power of Attorney dated 26th October 1998 granted by the Vendor in favour of Sri Rajiv Poddar son of Sri Sushil Poddar of 8, Camac Street, Kolkata - 700017 and Sri Barun Adhikary Son of Sri Gour Adhikary of No. 10B, Paddapukur Road, Kolkata - 700025 has been revoked.

e) THAT the Vendor has not entered into any agreement for sale transfer lease and/or development in respect of the said Premises or any part or portion thereof with any other party.

f) THAT the said Development Agreement dated 26th October 1998 has stood cancelled and / or rescinded by mutual consent without any right on the part of the Vendor against the Second Confirming Party and similarly without any right on the part of the Second Confirming Party against the Vendor.

g) THAT the Vendor is fully competent to sell and transfer all his right title and interest into or upon the said Premises.

26. Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said undivided share.

NOW THIS INDENTURE WITNESSETH as follows

I. THAT in pursuance of the Said **SALE AGREEMENT AND** in further consideration of the said Nomination Agreement, and in further consideration of a sum of **Rs.40,00,000/-** (Rupees Forty lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution these presents, (out of which a sum of **Rs.5,00,000/-** has been paid by the First Confirming Party on Account of the Purchaser herein to the Vendor) and the balance sum of **Rs.35,00,000/-** (Rupees Thirty five lacs only) has been paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received) and of and from the payment of the same and

every part thereof the Vendor doth hereby acquit release and discharge the Purchaser as well as the said **UNDIVIDED SHARE** hereby intended to be sold transferred and conveyed) the Vendor with the consent and concurrence of the First Confirming Party and the Second Confirming Party respectively doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser **ALL THAT** the undivided 1/2nd (one half) share or interest into or upon **ALL THAT** the Municipal Premises No. 28A Ashutosh Mukherjee Road, Kolkata 700 026 **AND ALSO** one half share in the half share or interest in the strip of land hereinafter referred to as common passage, shown and delineated in the map or plan annexed hereto and bordered in **BLUE** thereon (hereinafter collectively referred to as the said **PREMISES** more fully and particularly mentioned and described in **PART III** of the **FIRST SCHEDULE** hereunder written) containing by admeasurement an area of **9 Cottahs 15 Chittacks** (be the same a little more or less) **TOGETHER WITH** all brick built rooms and/or structures standing thereon (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **UNDIVIDED SHARE** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon) absolutely and forever, **SUBJECT TO** the rights of the tenants **BUT OTHERWISE** free from all encumbrances charges liens lispendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements whatsoever **OR HOWSOEVER OTHERWISE** the said **UNDIVIDED SHARE** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said **UNDIVIDED SHARE** or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits and of any and every

part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said **UNDIVIDED SHARE** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said **UNDIVIDED SHARE and/or the said PREMISES** or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit both at law or in equity **TO HAVE AND TO HOLD** the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispendens whatsoever.

II. **AND** the Vendor doth hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said **UNDIVIDED SHARE** and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendor doth hereby covenant with the Purchaser that the vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said **UNDIVIDED SHARE** or any part thereof in the manner as aforesaid.

III. **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of

and/or otherwise well and sufficiently seized and possessed of and entitled to the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance 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 now have in himself good right full and absolute power to grant sell convey transfer assure and assign the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions aforesaid **AND THAT** the Vendor has duly made over symbolic possession of the said **UNDIVIDED SHARE** to the Purchaser herein and the Purchaser has received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the said **PREMISES** and/or the said **UNDIVIDED SHARE** or otherwise.

- IV. **AND THAT** the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust or the Vendor or from under or in trust for any of his predecessors in title **AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said **UNDIVIDED SHARE** by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title as aforesaid or otherwise **AND THAT** all rates taxes and other impositions and/or outgoings payable in respect of

the said **UNDIVIDED SHARE** and/or **PREMISES** upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period after the date of execution of these presents shall be payable by the Purchaser.

V. **AND THAT** the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said Lands comprised in the said property or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 **AND THAT** no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the said **UNDIVIDED SHARE AND/OR PREMISES** or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed there under and the Vendor have no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said **UNDIVIDED SHARE and/or PREMISES** or any part thereof **AND THAT** no suit and/or proceeding is pending in any Court of law affecting the said **UNDIVIDED SHARE and/or PREMISES** and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority.

VI. **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said **UNDIVIDED SHARE and/or PREMISES** or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **UNDIVIDED SHARE** and every part thereof unto and to the use of the Purchaser.

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AND THIS DEED FUIRTHER WITNESSETH as follows :

- i) That all the municipal rates taxes and outgoings payable in respect of the said Premises upto the date of execution shall be paid borne and discharged by the Vendor and/or the First Confirming Party and the Vendor and the First Confirming Party and each one of them have agreed to indemnify and keep the Purchaser indemnified from and against all costs charges claims actions suits and proceedings.
- ii) That the Second Confirming Party has ceased to have any right title interest claim or demand under the said Development Agreement and/or in respect of the said Premises and/or in respect of the said Undivided share and the Second Confirming Party has agreed not to have any claim on any account whatsoever or howsoever against the Purchaser nor shall do any act deed or thing whereby the Purchaser is prevented from undertaking development of the said Undivided Share and/or Premises.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

ALL THAT one storeyed brick built room and huts and/or structures **TOGETHER WITH** the piece or parcel of rent free land thereunto belonging and on part whereof the same are erected and built containing an area of 8 Cottahs 8 Chittacks (more or less) with a frontage of 63 ft. feet 9 inches on Ashutosh Mukherjee Road, situate lying at and being portion of premises No.28A, Ashutosh Mukherjee Road, formerly known as No.25A, Russa Road (North,) which was formed out of portions of former premises Nos.23/4 and 25, Russa Road North in Thana Bhowanipore, District 24 Parganas within the Municipal Limits of the town of Calcutta being part of Holding Nos.484 and 493 in Division VI, Sub-Division "C" Dihi Panchannagram, Registration District and Sub-District Alipore and butted and bounded in the manner following, that is to say:

- ON THE NORTH :** By the seven feet wide common passage which is common to these premises and premises No.28A, Ashutosh Mukherjee Road;
- ON THE EAST :** By Ashutosh Mukherjee Road;
- ON THE SOUTH :** Partly by premises No.30, Ashutosh Mukherjee and Road and partly by premises No.2, Chandra Chatterjee Street; and
- ON THE WEST :** By premises No.2/2/1, Chandra Chatterjee Street.

HOWSOEVER OTHERWISE the same may be butted, bounded, numbered, described or distinguished.

PART-II

ALL THAT the pieces and parcels of land containing by admeasurement an area of 15 Chittacks 41 Sq.ft. (be the same a little more or less) **TOGETHER WITH** the old building and structures situated and standing thereon within Mouja Bhowanipore Kasaripara. Touji No.2833 in Dihi Panchannagram Division 6, Sub-Division "C" comprised in Dag No.252 (Old) New 528A being former premises No.2/2/1, Chandra Chatterjee Street, (since renumbered as Municipal Premises No.2/2/1A, Chandra Chatterjee Street), Calcutta-700 020 within, Police Station Bhowanipore, within the limits of the Calcutta Municipal Corporation, District Sub-Registration Office Alipore in the District of 24-Parganas(South) and butted and bounded as follows that it to say;

ON THE NORTH : By portion of premises No.2/2/1, Chandra Chatterjee Street;
ON THE EAST : By premises No.28/1, Ashutosh Mukherjee Road;
ON THE SOUTH : By premises No.2/2, Chandra Chatterjee Street;
ON THE WEST : By premises No.2/3C, Chandra Chatterjee Street.

PART III

ALL THAT the piece of parcels of revenue free land containing by admeasurement an area of 9 Cottahs 15 Chittacks (be the same a little more or less) **TOGETHER WITH** various brick built rooms and/or structures standing thereon situate lying at and being Municipal Premises No. 28A, Ashutosh Mukherjee Road, Kolkata 700 025 (being formerly Portion of Premises No. 28A, Ashutosh Mukherjee Road, more fully described in **PART I** of the **FIRST SCHEDULE** hereinabove written and the Southern portion of Premises No.2/2/1A, Chandra Chatterjee Street more fully and particularly mentioned and described in **PART II** of the **FIRST SCHEDULE** hereinabove written and since amalgamated by the Kolkata Municipal Corporation on 4th July 2005 and recorded as Premises No. 28A, Ashutosh Mukherjee Road, Kolkata 700 025) and also in the strip of land hereinafter referred to as **COMMON PASSAGE**, shown and delineated in the map or plan annexed hereto and bordered in **BLUE** thereon within Ward No. 71 of the Kolkata Municipal Corporation P.S. Bhowanipore, District Sub-Registration office, Alipore in the district of South 24 Parganas and butted and bounded in the manner following, that is to say:

THE NORTH : By Premises No.26B, Ashutosh Mukherjee Road.
 THE EAST : By Ashutosh Mukherjee Road.
 ON THE SOUTH : Party by Premises No.30, Ashutosh Mukherjee Road
 and partly by Premises No.2A Chandra Chatterjee
 Street and partly by Premises No.2/2 Chandra
 Chatterjee Street
 ON THE WEST : By portion of premises No.2/3C, Chandra
 Chatterjee Street and by portion of Premises
 No.2/3E, Chandra Chatterjee Street.

(situation whereof shown and delineated on the map or plan annexed hereto and thereon shown within RED borders)

**THE SECOND SCHEDULE ABOVE REFERRED TO
 (THE SAID UNDIVIDED SHARE)**

ALL THAT undivided 1/2nd share in ALL THAT piece or parcel of land measuring 9 Cottahs 15 Chittacks be the same a little more or less together with the old building and structures ^{measur 7155 sqft} situated and standing at municipal premises No. 28A, Ashutosh Mukherjee Road, Kolkata- 700 020 and also 1/2nd share or interest in the strip of land hereinafter referred to as common passage, shown and delineated in the map or plan annexed hereto and bordered in BLUE thereon within Ward No. 71 of the Kolkata Municipal Corporation P.S. Bhawanipore, District Sub-Registration office, Alipore in the district of South 24 Parganas and butted and bounded in the manner following, that is to say:

ON THE NORTH : By Premises No.26B, Ashutosh Mukherjee Road.
 ON THE EAST : By Ashutosh Mukherjee Road.
 ON THE SOUTH : By Premises No.30, Ashutosh Mukherjee Road.
 ON THE WEST : By portion of premises No.2/3C, Chandra
 Chatterjee Street and by portion of Premises
 No.2/3E, Chandra Chatterjee Street.

(situation whereof shown and delineated on the map or plan annexed hereto and thereon shown within RED borders)

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

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

Biswanath Basu

*In witness whereof
I, the undersigned
have signed this
document in presence of
Barun Kumar*

SIGNED SEALED AND DELIVERED by the FIRST CONFIRMING PARTY at Kolkata in the presence of:-

HAPPY BENGAL PROMOTERS PVT. LTD.

*In witness whereof
I, the undersigned
have signed this
document in presence of
Barun Kumar*

Rajiv Lodha
Director

SIGNED SEALED AND DELIVERED by the SECOND CONFIRMING PARTY at Kolkata in the presence of:-

HAPPY TELECOMS LTD.

*In witness whereof
I, the undersigned
have signed this
document in presence of
Barun Kumar*

Rajiv Lodha
Director

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

VIBGYOR PROJECTS PRIVATE LIMITED

*In witness whereof
I, the undersigned
have signed this
document in presence of
Barun Kumar
101B Panchsagar Road
Kolkata - 20*

Director / Authorised Signatory

KAVIJIT KUMBHAT
DIRECTOR

RECEIVED of and from the within named
PURCHASER the within mentioned sum of
Rs.40,00,000/- (Rupees Forty lacs only),
being the full agreed consideration money
as per Memo. of Consideration written below :

Rs.40,00,000.00

MEMO OF CONSIDERATION

1. By Cheque No. 044567 dated 28.09.06
drawn on Oriental Bank of Commerce
R. B. Avenue Branch in favour of the Vendor

Rs. 5,00,000.00

2. By Pay order No.044914 dated 12.12.2006
drawn on City Bank N.A. Kolkata , in favour of
Biswanth Bose

Rs.35,00,000.00

(Rupees Forty lacs only)

Witnesses :

[Signature]

[Signature]

10-B Paddapur Road
Kolkata - 20

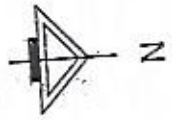
Biswanth Bose

Drafted and prepared in my
Office

[Signature]
R. L. GAGGAR
ADVOCATE HIGH COURT
CALCUTTA



WING THE PORTION OF LAND AND CONSTRUCTION OF
 NO. 28A, ASHUTOSH MUKHERJEE ROAD, KOLKATA-700020
 THE LAND WITH CONSTRUCTION:(MORE OR LESS):
 WITH 15 CH. 0 SQ.FT. / 664.721 SQ.M / 7155 SQ.FT.



SCALE = 1: 300(M)

PREMISES NO.
 2/3C, CHANDRA NATH
 CHATTERJEE ST.

PREMISES NO.
 5, CHANDRA NATH
 CHATTERJEE ST.

PREMISES NO.
 5, CHANDRA NATH
 CHATTERJEE ST.

PREMISES NO.
 2, CHANDRA NATH
 CHATTERJEE ST.

PREMISES NO.
 2, CHANDRA NATH
 CHATTERJEE ST.

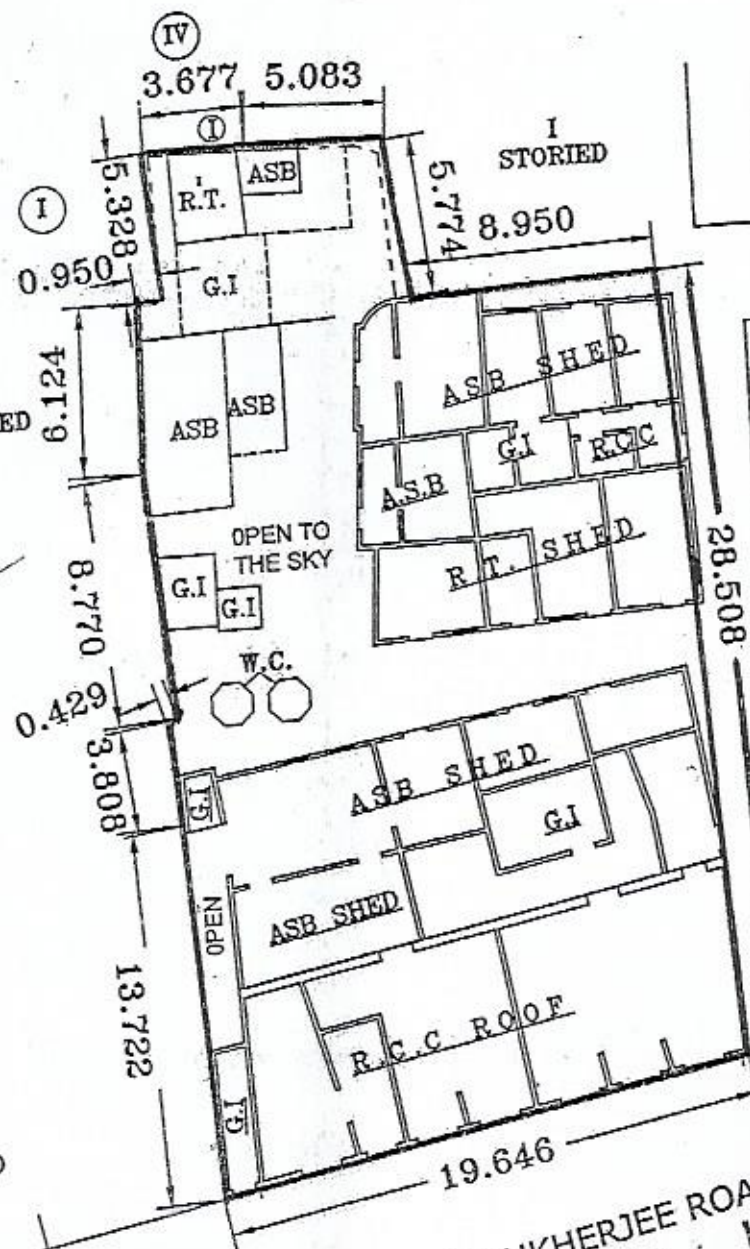
PRE. NO.
 30, ASHUTOSH
 MUKHERJEE
 ROAD.

PRE. NO.
 26B, ASHUTOSH
 MUKHERJEE
 ROAD.

III
 STORIED

I
 STORIED

II,
 STORIED



ASHUTOSH MUKHERJEE ROAD
 (30 METRE WIDE)

WIBGYOR PROJECTS PRIVATE LIMITED

Director / Authorised Signatory

TO HAIRA

HAPPY TELEKOMS LTD.

HAPPY BENGAL PROMOTERS PVT. LTD.

Rajendra
 Director

Bhuvanath Bose
 Director

VENDEE(S) SIGNATURE

VENDOR(S) SIGNATURE

SPECIMEN FORM FOR FINGER PRINTS



Bensonah B...

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					



Raj Bahar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

%%

DATED THIS 13th DAY OF December. 2006

%%

BETWEEN

SRI BISWANTH BOSE
.. VENDOR

AND

HAPPY BENGAL PROMOTERS PVT. LTD.

THE FIRST CONFIRMING PARTY

AND

HAPPY TELECOMS LIMITED
...THE SECOND CONFIRMING PARTY

AND

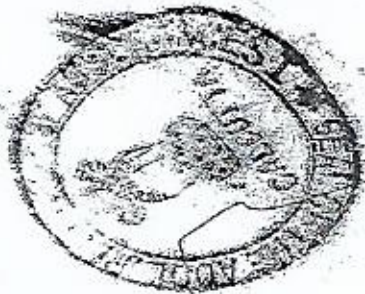
VIBGYOR PROJECTS PVT LTD
PURCHASER

Registered in I
BOOK NO.
VOLUME NO. I
PAGE NO. 1 TO 22
DEED NO. 8521 08521
YEAR. 2004



ADDITIONAL REGISTRAR OR
ASSURANCES - KOLKATA

31-1-08 1/1/08



ADDITIONAL REGISTRAR OF
ASSURANCES - KOLKATA

CONVEYANCE

R. L. GAGGAR
SOLICITOR & ADVOCATE
6 OLD POST OFFICE STREET
KOLKATA 700 001.

cancel
1-1-08

Scanned & by
Amrit K. Bose
7/1/08