

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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ADDITIONAL REGISTRAR OF ASSURANCES-LIKEVIKATA

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THIS INDENTURE OF CONVEYANCE made this the little of February
TWO THOUSAND AND SEVEN BETWEEN (1) ARUN KUNDU son of
Late Bishnupada Kundu residing at Flat No.G1 28A Prince Anwar
Shah Road, Kolkata 700 045 (2) BISWANATH KUNDU son of Late

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S. LICEUSI ... TEMPLE OPERATED, 8. OLDEROSI, C. E. STREET, IRD FLOOR. KOLKATA-P. S. ARREAS 5 + 1000=5000 Presented for Registra i..... ... (... Oon the KAUSHAL KUMBHAT) ADDITIONAL REGISTRAR Ø ASSURANCES-I, KOLK VIBGYOR PROJECTS PRIVATE LIMITED Director / Authorised Signatory KAUSHAL KUMBHAT) Jour Wends Biswa net Kundu. ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

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পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

A 598891

1B

Gardens, Govt. Housing Estate, 48/4 Sultan Alam Road, Kolkata 700 033 (5) RANJAN KUNDU son of Late Bishnupada Kundu residing at No.2/2/1B Chandra Chatterjee Street, Kolkata 700 025 (6) CHANCHAL KUNDU son of Late Bishnupad Kundu residing at



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

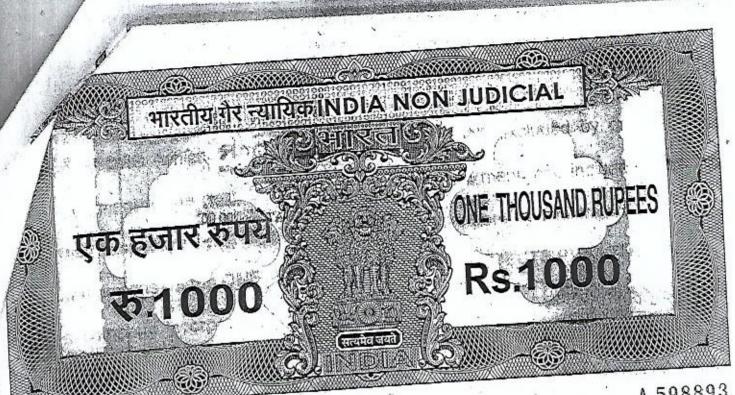
A 598892

1C

No.2/2/1B Chandra Chatterjee Street, Kolkata 700 025 (7) SMT.

ASHOKA DAS wife of Sri Sadhan Chandra Das and daughter of the said Late Bishnupada Kundu and residing at No.4 Chandra Chatterjee.

Street, Kolkata 700 025 and (8) SMT. ASHIMA GHOSH wife of Sri



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Pradip Ghosh and daughter of the said Late Bishnupada Kundu residing at Flat No.301, Hill Park, Co-operative Housing Society Limited, Vadawali Section-B Cabin Road, Ambernath (East) Thane, Maharashtra 421 501 hereinafter collectively referred

VENDORS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs legal representatives executors administrators and assigns) of the ONE PART AND VIBGYOR PROJECTS PVT LTD a company incorporated within the meaning of the Companies Act 1956 having its registered office situated at No.15 Chittaranjan Avenue, Kolkata 700 072 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 OTHER PART

WHEREAS

A) One Bishnupada Kundu (since deceased) during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 2/3C and 2/2/1B Chandra Chatterjee Street, P.S. Bhowanipore, Kolkata 700 025 (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter for the sake of brevity collectively referred to as the said PREMISES situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

- B) The said Bishnupada Kundu who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 1st December 1983 leaving him surviving his widow Smt. Belarani Kundu (also since deceased), six sons namely (1) Arun Kundu (2) Biswanath Kundu (3) Joydeb Kundu (4) Asim Kundu (5) Ranjan Kundu (6) Chanchal Kundu and his two married daughters namely Smt. Ashoka Das and Smt. Ashima Ghosh and upon his death the said heirs and/or legal representatives became entitled to the entirety of the said Premises.
- C) The said Smt. Belarani Kundu widow of the said Late Bishnupada Kundu also died intestate on 19th October 2003 leaving her surviving the Vendors herein as her only heirs and/or legal representatives and consequent to the deaths of the said Late Bishnupada Kundu and the said Late Belarani Kundu the Vendors herein thus became the absolute owners of the entirety of the said Premises each one of them became entitled to undivided 1/8th share or interest into or upon the said Premises.
- D) The Vendors are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said Premises each of the Vendors being entitled to undivided 1/8th share or interest into or upon the said Premises.

- E) In the events as recited hereinabove the Vendors are the sole and absolutely owners of the said Premises. The entirety of the said Premises is in khas possession of the Vendors.
- The Vendors and each one of them have agreed to sell and F) transfer and the Purchaser has agreed to purchase and acquire ALL THAT the Municipal Premises No. 2/3C & 2/2/1B Chandra Chatterjee Street, Kolkata 700 025 (hereinafter collectively referred to as the said PREMISES more fully and particularly mentioned and described in the SCHEDULE hereunder written situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) and/or the entirety of the right title and interest of the Vendors into or upon the said Premises free from all encumbrances charges liens lispendens howsoever attachments trusts whatsoever or consideration and on the terms and conditions hereinafter appearing.

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- G) At or before the execution of this Indenture the Vendors and each one of them have assured and represented to the Purchaser as follows:
 - THAT the Vendors alone are the absolute owners of the said
 Premises.

- b) THAT the said Premises is free from all encumbrances and charges and the Vendors are in khas possession of the entirety of the said Premises.
- c) THAT the Vendors have a marketable title in respect of the said Premises.
- d) THAT the Vendors have not entered into any agreement for sale transfer and/or development in respect of the said Premises or any part or portion thereof.
- e) THAT the Vendors have not entered into any agreement for sale transfer and/or development nor have created any interest of any third party into or upon the said Premises or any part or portion thereof.
- f) THAT the Vendors are fully competent to sell and transfer the entirety of the said Premises.
- g) THAT all the municipal rates taxes and other outgoings including electricity charges payable in respect of the said Premises have been paid and/or shall be paid by the Vendors upto the date of execution of this Indenture.

h) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to execute this Indenture and to purchase and acquire the said Premises.

NOW THIS INDENTURE WITNESSETH as follows:

THAT in pursuance of the Said AGREEMENT AND in further 1. 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 Vendors and each one of them in equal proportion at or before the execution these presents (the receipt whereof the Vendors and each one of them respectively 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 Vendors and each one of them respectively doth hereby acquit release and discharge the Purchaser as well as the said PREMISES hereby intended to be sold transferred and conveyed) the Vendors and each one of them respectively doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchase ALL THAT, the Municipal Premises No. 2/3C and 2/2/1B Chandra Chatterjee Street, Kolkata 700 025 (hereinafter collectively referred to as the said PREMISES more fully and particularly mentioned and described in SCHEDULE hereunder written and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH the building and/or structures standing thereon absolutely and forever free from all encumbrances charges liens lispendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, HOWSOEVER restrictions, easements whatsoever OR OTHERWISE the said PREMISES 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 drain 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 PREMISES or any part thereof belonging or in anyway 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 claim and demand whatsoever both at law and in equity of the Vendors into or upon and in respect of the said PREMISES 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 anyway exclusively relate to or concern 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 Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit both at law or in equity TO HAVE AND TO HOLD the said PREMISES 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 licenses liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispendens whatsoever.

II. AND the Vendors and each one of them doth hereby covenant with the Purchaser that the Vendors alone are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the said PREMISES and every part thereof free from all encumbrances charges and liabilities of whatsoever nature AND the Vendors and each one of them do hereby

covenant with the Purchaser that they have 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 PREMISES 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 Vendors may or can be prevented from granting selling conveying assigning and assuring the said PREMISES or any part thereof in the manner as aforesaid.

III. AND THAT NOTWITHSTANDING any act deed or thing by the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said PREMISES 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 NOTWITHSTAN-DING any such act deed or thing whatsoever as aforesaid the Vendors now have in themselves good right full and absolute power to grant sell convey transfer assure and assig PREMISES hereby granted sold conveyed transferred

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 Vendors have duly made over possession of the said PREMISES to the Purchaser herein and the Purchaser has received and accepted the same without any dispute, demand or claim whatsoever against the Vendors in respect of the nature and/or occupancy of the constructions on the land comprised in the said PREMISES 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 Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust of any of their respective 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 Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and in the manner of former or other estates encumbrances charges liens claims demands mortgages attachments executions trusts liabilities licenses leases

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 PREMISES or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the said 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 Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said PREMISES or any part thereof from through under or in trust for the Vendors 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 PREMISES and every part thereof unto and to the use of the Purchaser.

VII. 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 Vendors and the Vendors 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) AND IT IS HEREBY FURTEHR DECLARED that the Vendors have put the Purchaser in possession of the entirety of the said Premises and the Purchaser shall be entitled to hold possess and enjoy the same as the absolute owner thereof without any hindrance or obstruction from the Vendors or any other person and/or persons claiming through or under them

THE SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

ALL THAT the pieces and parcels of land containing admeasurement an area of 1 Cottah 12 Chittacks and 37 Sq.ft. (be the same a little more or less) together with the old building and/or structures measuring Approx. 900 Sq.ft. (more or less) situated and standing thereon within Mouja Bhowanipore Kasaripara. Touji No. 2833 in Dihi Panchannagram Division 6, Sub-Division "---" comprised in Dag No. 252 (Old) New 528/491 situate lying at and being Municipal Premises No. 2/3C & 2/2/1B Chandra Chatterjee Street, Kolkata -700 025 within, Police Station Bhowanipore, within the limits of the Kolkata Municipal Corporation, Ward No. 71 and in the Dist. Sub-Registration Office Alipore in the District of 24-Parganas(South) and butted and bounded as follows that it to say;

Ву -----ON THE NORTH :

By 28A Ashutosh Mukherjee Road . ON THE EAST

By 2/3E Chandra Chatterjee Street ON THE SOUTH :

By 2/3D Chandra Chatterjee Street ON THE WEST

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

the VENDORS at Kolkata in the presence of:-

Arfanker Ante 28 A, Prince Anvar Shah Row Por Lake Gardens Kolkata. Joseph

Burntmung 10-B Paddopukurkoas Koikuta 20 ARUN KUNDU

BISWANATH KUNDU

Quin Kins

Joydels Kundu

JOYDEB KUNDU

ASIM KUNDU

RANJAN KUNDU

Charchal Keule.

CHANCHAL KUNDU

Jesneka Das.

SMT. ASHOKA DAS

Ashima ghosh SMT. ASHIMA GHOSH

SIGNED AND DELIVERED by

the PURCHASER at Kolkata in the

presence of: - 2 Stalma for 2000.

Mighend

VIBGYOR PROJECTS PRIVATE LIMITED

Director / Authorised Signatory

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.40,00,000/- (Rupees Forty lacs) only,

Rs.40,00,000.00

being the full agreed consideration money as per

Memo. of Consideration written below:

	MEMO OF	CONSIDERATI	ON CANDURING	Amouner.
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Witnesses:

Drafted and prepared in my

SOLICITOR & ADVOCATE HIGH COURT AT CALCUTTA

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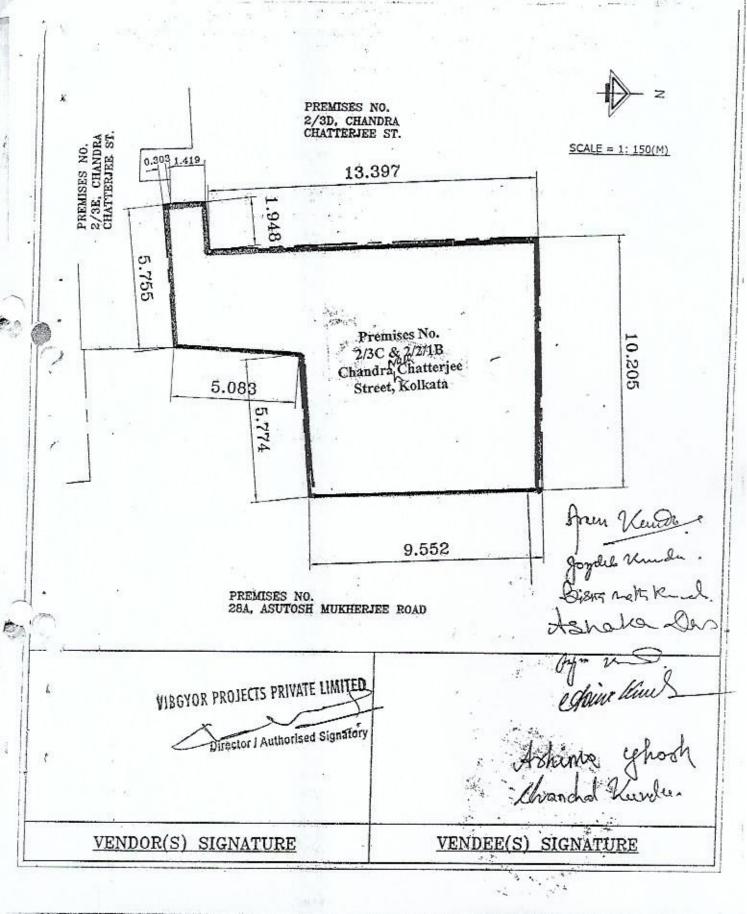
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SITE PLAN

KEMISES NO. 2/3C & 2/2/1B CHANDRA CHATTERJEE STREET, KOLKATA 700 025 P.S. BHOWANIPUR LAND AREA: 1 COTTAHS 12 CHITTACKS 37 SQ.FT. (MORE OR LESS)



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BETWEEN SRI ARUN KUNDU & ORS **VENDORS**

AND VIBGYOR PROJECTS PVT LTD **PURCHASER**

CONVEYANCE



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

Scammed by

R.L. GAGGAR

SOLICITOR & ADVOCATE

6, OLD POST OFFICE STREET

KOLKATA - 700 001