

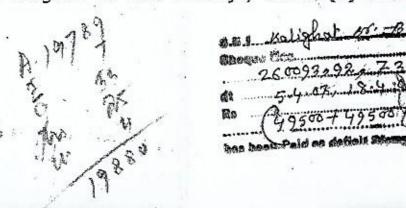
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THIS INDENTURE OF CONVEYANCE made this the &t day of hort

- SAMBHUNATH KUNDU: both sons of Late Bibhuti Bhusan Kundu
- (3) BARUN KUNDU (4) PRANAB KUNDU both sons of Late

 Mrityunjoy Kundu (5) SMT. ANITA ADHIKARY wife of Sri Kasinath

 Adhikary and daughter of Late Mritunjoy Kundu (6) MISS. SUNITA



13 6 APR 2007 Bold to GAGGAR Solicitor & Advocate Addressel. SOUD TEMPLE CHAMBERS, HED FLOOR, WOLKATA -700 001 & gullha Chatto Hrundy. Presented for Registri Jauche Wells Krunds - Biswa Nati Kandu Riggrand Kuma ABBURANCES LKOLKATA

Sebali Chambre

KUNDU daughter of Late Mrityunjoy Kundu (7) SHYAMAL KUNDU son of Late Madan Gopal Kundu and (8) SMT. SEPTIME CHANDRA wife of Shri Ajit Chandra and daughter of Late Madan Gopal Kundu all residing at No.2/3E Chandra Chatterjee Street, P.S. Bhowanipore, Kolkata 700 025 hereinafter collectively referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective representatives executors administrators and assigns) of the ONE PART AND VIBGYOR PROJECTS PVT LTD a company 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) In pursuance of and by virtue of a Deed of Partition dated 26th

December 1939 registered at the office of the District Sub

Registrar, Alipore in Book No. I Volume No. 33 Pages 23 to 424

Being No. 234 for the year 1940 (1) Sri Biswanath Kundu (2) Sri

Sambhunath Kundu (3) Sri Mrityunjoy Kundu (since deceased)

and (4) Sri Madan Gopal Kundu (also since deceased) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the divided and demarcated portion of ALL THAT the Municipal Premises No. 2/3 Chandra Chatterjee Street, P.S. Bhowanipore, Kolkata 700 025 containing by estimation an area of 1 Cottahs 12 Chittacks and 37 Sq.ft. (be the same a little more or less) TOGETHER WITH the building and structures stranding thereon AND TOGETHER WITH the right over and in respect of the common passage (situation whereof is shown and delineated in the map or plan annexed to the said Deed of Partition) which has since been numbered as Municipal Premises No.2/3E Chandra Chatterjee Street, Kolkata 700 025 (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter for the sake of brevity referred towas the said PREMISES situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) each one of them being entitled to undivided one fourth share or interest into or upon the said Premises.

B) The said Mrityunjoy Kundu who was a Hindu governed by the Dayabhaga School of Hindu Law died Intestate on 28th December 2002 his wife Smt. Jayanti Kundu having predeceased him, léaving him surviving his two sons namely Barun Kundu and Pranab Kundu, his unmarried daughter namely Miss Sunita Kundu and another married daughter Smt. Anita Adhikary and upon the death of the said Smt. Mrityunjoy Kundu his undivided one fourth share or interest devolved upon his said heirs each one of them being entitled to undivided 6.25% share or interest into or upon the said Premises.

- by the Dayabhaga School of Hindu Law also died intestate on 11th November 2003 his wife namely Basanti Kundu having predeceased him leaving him surviving his only son namely Shyamal Kundu and his married daughter namely Sephali Chandra and upon his death his undivided 25% share or interest into or upon the said Premises devolved upon his said two heirs each one of them being entitled to undivided 12.5% 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 the following undivided share or interest into or upon the said Premises.

(4)	BISWANATH KUNDU	-	25%
(1)	SAMBHUNATH KUNDU		25%
(2)	BARUN KUNDU	-	6.25%
(3)	PRANAB KUNDU	-	6.25%
(4)	SMT. ANITA ADHIKARY	_	6.25%
(5)	MISS. SUNITA KUNDU	-	6.25%
(6)	SHYAMAL KUNU	-	12.50%
(7) (8)	SMT. SEPHALI CHANDRA	-	12.50%

- 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.2/3E Chandra, Chatterjee Street, Kolkatá 700 025 (hereinafter referred to as the said 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 interest of the Vendors into or upon the said Premises charges liens lispendens all encumbrances howsoever trusts whatsoever or attachments consideration and on the terms and conditions hereinafter appearing.

- G) At or before execution of this Indenture the Vendors and each one of them have assured and represented to the Purchaser as follows:
 - a) **THAT** the Vendors alone are the absolute owner of the said Premises.
 - b) THAT the said Premises is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
 - 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 further 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 said Premises.
- g) THAT all 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 to 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 consideration of a sum of Rs.18,00,000/- (Rupees Eighteen lacs only) of the lawful money of the Union of India paid by the Purchaser to the Vendors at or before the execution these presents (the receipt whereof the Vendors and each one of them 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 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 doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser ALL THAT the Municipal Premises No. 2/3E Chandra Chatterjee Street, Kolkata 700 025 (hereinafter referred to as the said PREMISES more fully and particularly mentioned and described in SCHEDULE hereunder written situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH all buildings and structures standing thereon absolutely and forever AND TOGETHER WITH right over and in respect of the common free from all encumbrances chargés liens lispendens claims, demands, mortgages, leases, licenses, liabilities, trusts, prohibitions, attachments, acquisitions, requisitions, executions, HOWSOEVER whatsoever OR easements restrictions, 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 drainways 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 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 rassigned 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 SUBJECT HOWEVER to the rights of the said Tenants but otherwise 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 Vendors and each one of them doth hereby covenant with the Purchaser that the Vendors alone are the absolute and lawful owner 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 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 is 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 NOTWITHSTANDING 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 assign the said PREMISES 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 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 mortgages leases licenses liabilities trusts demands claims attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said PREMISES by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or their respective predecessors in title as aforesaid or otherwise AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the said PREMISES upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendors and those relating to the period after the date of execution of these presents shall be payable by the Purchaser.

AND THAT the Vendors never held and do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said Land 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 Owners and/or Vendors for the acquisition of the said PREMISES or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendors 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 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 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 THAT all 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

THE SCHEDULE ABOVE REFERRED (THE SAID PREMISES)

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 structures situated and ing thereon measuring approx. 1040 Sq.ft. of covered area within Mouja Bhowanipore Kasaripara. in Dihi Panchannagram Division 6 situate lying at and being Municipal Premises No. 2/3E Chandra Street, Kolkata -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) (situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED colour thereon.

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 VENDORS at Kolkata in the

presence of: - Standa_ 12-50-3 Banketchi Moeson Colf- Letre City Veryente

@ Baruhanny 10=B, forAdapukur Road , Biswa NaTh Kundu

2) Bambhu Watt Kruita.

3) Barrendender

4) Ryanaub. Kumau.

5) Anita Adrikasei

1) SAnita Kundu.

3) Suyamal Kinh

1) Sefali Chanobra

SIGNED SEALED AND DELIVERED by

the PURCHASER at Kolkata in the presence of:-

> Showih Kundu. 15-C.R. Avenue kon ha ta - 72 Beuntderman

VIBGYOR PROJECT. - RIVATE LIMITED

Director / Authorised Signatory Kaushal Kumbolo RECEIVED of and from the within named

Purchaser the within mentioned sum of

Rs.18,00,000/- (Rupees Eighteen lacs) only

Rs.18,00,000.00

being the full agreed consideration money as per Memo. of Consideration written below:

MEMO OF CONSIDERATION

Pay Order No.	Dated	Bank/Branch	Favouring	Amount
056511	18.04.07	Citi Bank N.A.		4,50,000.00
105510	18.04.07	Citi Bank N.A.	S.N. Kundu	4,50,000.00
2200	18.04.07	企图水面型、	Barun Kundu	1,12,500.00
556514	18.04.07	Citi Bank N.A.	Pranab Kundu	1,12,500.00
056515	18.04.07	Citi Bank N.A.	Anita Adhikary	1,12,500.00
056513	18.04.07	Citi Bank N.A.	Sunita Kundu	1,12,500.00
056516	18.04.07	Citi Bank N.A.	Shyamal Kundu	2,50,000.00
056512			Sefali Chandra	2,50,000.00
				18,00,000.00

(Rupees Eighteen lacs only)

- 1) Biswa Nath Kundu
- 2) Dansha Vatto Rundy. 3) Barein Keinder.
- 4) Reanarbikuman.
- 5) Anita Adhi Kacci
- 6) sunitakundu.
- 81 Scholi Chamobra

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L. GAGGAR SOLICITOR & ADVOCATE HIGH COURT AT CALCUTTA

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Registered in 2. 1K 970 LINUX NO. ... I DECOMO......10.5.5.5 T 52

BETWEEN

SRI BISWANATH KUNDU & ORS

VENDORS

AND

VIBGYOR PROJECTS PVT LTD

PURCHASER



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

5-3-8



CONVEYANCE

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