

12777

8693



20/1304208/-

1. The amount of the cheque is in full and final settlement of the account of the payee in the name of the payee.
 2. The payee hereby acknowledges the receipt of the amount of the cheque.
 3. The payee hereby certifies that the amount of the cheque is correct and true.
 4. The payee hereby certifies that the amount of the cheque is not subject to any deduction or set-off.
 5. The payee hereby certifies that the amount of the cheque is not subject to any claim or demand.
 6. The payee hereby certifies that the amount of the cheque is not subject to any dispute or litigation.
 7. The payee hereby certifies that the amount of the cheque is not subject to any other claim or demand.
 8. The payee hereby certifies that the amount of the cheque is not subject to any other dispute or litigation.
 9. The payee hereby certifies that the amount of the cheque is not subject to any other claim or demand.
 10. The payee hereby certifies that the amount of the cheque is not subject to any other dispute or litigation.



S. B. I.
 Cheque No. 1869779
 dt. 14.12.07
 Rs. 18180.00
 has been paid to the order of the payee.

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA
 18/12/07

Deficit "A" Fees Rs. 3355.00
 Subsequently received
 Cheque No.

THIS DEED OF CONVEYANCE is made on this 29th day of December Two Thousand Six BETWEEN 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 VENDOR" (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 FIRST PART

10/12/07
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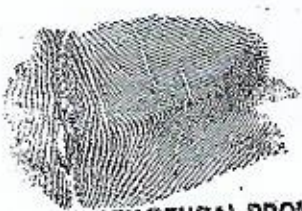
258164.63
 12.12.07
 (5600 + 49500)

123751 15 DEC 2006

Sold to: **R. L. GAGGAR**
Solicitor & Advocate

Address: TEMPLE CHAMBERS,
5, OLD POST OFFICE STREET,
5004, 3RD FLOOR, KOLKATA-700 001

Rajiv Boddar



HAPPY BENGAL PROMOTERS PVT. LTD.

Rajiv Boddar
Director

L. S. VERMA,
HIGH COURT CLERK

Presented For Registration
at Kolkata Registration Office
on 15th day of Dec 2006

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

HAPPY TELEKOMS LTD.

Rajiv Boddar
Director

1) Rajiv Boddar Director
Happy Bengal Promoters
Pvt. Ltd.

2) Rajiv Boddar Director
Happy Telekoms Ltd
Kolkata & Chandernagore

3) Kaushal Kamdhari
Director Happy
Vibgyor Projects Pvt. Ltd.
Kolkata & C.R.
Ain. 472



VIBGYOR PROJECTS PRIVATE LIMITED

Director / Authorised Signatory

(KAUSHAL KAMDHARI)



Handwritten notes:
Kaushal
Ain. 472
A. X. Kamdhari
5, Old Post Office Street
Kolkata

Handwritten signature and notes:
Kaushal Kamdhari
60, Post Office
Kolkata

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

ND HAPPY TELECONS 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 **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 **SECOND 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, Chitranjan 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 **THIRD 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 Dihī 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. Nirmala Bala Bose as his sole heiress.
5. 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 upon became major and will be entitled to the sole Ownership of the said undivided half share or interest into or upon the said two premises.
9. 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.
14. 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, Sorijendra Nath Bose Manabendranath Bose, Debashis Bose, Smt. Mahuya Majumder and Smt. Tapati Bose are the absolute owners each one of them entitled to an undivided 1/6th share or interest into or upon **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 Premises No. 28A Ashutosh Mukherjee Road, Kolkata 700 025 **AND ALSO** one sixth 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 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 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 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 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. The said Sorojendra Nath Bose being entitled to undivided 1/6th share or interest into or upon the said Premises, by an Indenture of Conveyance dated 26th September 2006 and made between the said Sorojendra Nath Bose therein referred to as the Vendor of the one part and the Vendor herein therein referred to as the Purchaser of the Other Part and lodged for registration at the office of the Additional Registrar of Assurances-I, (ARA-I) Kolkata being Serial No. P-11299 for the year 2006 the said Sorojendra Nath Bose for the consideration therein mentioned sold transferred and conveyed **ALL THAT** the undivided 1/6th share or interest and/or the entirety of his right title and interest into or upon the said Premises containing by estimation an area of 9 Cottahs 15 Chittacks (more or less) (more fully and particularly mentioned and

described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **UNDIVIDED SHARE**) **SUBJECT HOWEVER** to the rights of the said tenants **BUT OTHERWISE** free from all encumbrances charges lispens attachments trust whatsoever or howsoever.

23. By a Deed of Conveyance dated 12th December 2006 and made between the said Manabendra Nath Bose (Basu) therein referred to as the Vendor of the One Part and the Purchaser herein therein also referred to as the Purchaser of the Other Part and lodged for registration at the office of the Additional Registrar of Assurances-I, (ARA-I) Kolkata Being Serial No. P-14838 for the year 2006 the said Manabendra Nath Bose for the consideration therein mentioned sold transferred and conveyed his undivided 1/6th share or interest and/or the entirety of his right title and interest into or upon the said Premises unto and in favour of the Purchaser herein.
24. By another Deed of Conveyance dated 13th December 2006 and made between the said Biswanath Bose (Basu) therein referred to as the Vendor of the One part and the Purchaser herein therein also referred to as the *Purchaser of the Other Part and lodged for registration at the office of the Additional Registrar of Assurances-I, (ARA-I) Kolkata Being Serial No. P-14966* for the year 2006 the said Biswanath Bose being entitled to undivided 1/6th share or interest into or upon the said Premises, for the consideration therein mentioned sold transferred and conveyed his undivided 1/6th share or interest and/or the entirety of his right title and interest into or upon the said Premises unto and in favour of the Purchaser herein.
25. By another Deed of Conveyance dated 16th December 2006 and made between the said (1) Debashis Bose (Basu) (2) Smt. Mahuya Majumder and (3) Smt. Tapati Bose (Basu) therein collectively referred to as the Vendors of the One part and the Purchaser herein therein also referred to as the Purchaser of the Other part and lodged for registration at the office of the Additional Registrar of Assurances-I, (ARA-I) Kolkata Being Serial No. P-15158 for the year 2006 the said Vendors namely the said Debashis Bose (Basu) and others each being entitled to undivided 1/18th share or interest into or upon the said Premises that it to say undivided 1/6th share or interest into or upon the said Premises for the consideration therein mentioned sold transferred and conveyed their respective undivided 1/18th share or interest

and/or the entirety of their respective right title interest into or upon the said Premises unto and in favour of the Purchaser herein.

26. In the events as recited hereinabove the Purchaser has thus become entitled to undivided 5/6th share or interest into or upon the said Premises.
27. 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 1/6th share into or upon the said premises.
 - b) **THAT** the said undivided share 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 Undivided share.
 - d) **THAT** the said Development Agreement dated 26th October 1998 entered into between the Owners and the Confirming Party has stood cancelled by mutual consent and the said Power of Attorney dated 26th October 1998 granted by the Owners 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 Vendor is fully competent to sell and transfer the said undivided share and/or all its right title and interest into or upon the said Premises.
 - g) **THAT** a Resolution of the Board of the Director has been passed authorising sale and transfer of the said undivided share.

h) **THAT** all Municipal rates taxes and other outgoings including electricity charges payable in respect of the said undivided share has been paid and/or shall be paid by the Vendor upto the date of execution of this Indenture.

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 **AGREEMENT AND** in further consideration of the sum of **Rs.10,00,000/-** (Rupees Ten 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, (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received) 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 Confirming Party doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser **ALL THAT** the undivided 1/6th (one sixth) share or interest into or upon **ALL THAT** the Municipal Premises No. 28A Ashutosh Mukherjee Road, Kolkata 700 026 **AND ALSO** one sixth 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 Owners/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 or any other law or proceeding 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.

VII. **AND THIS DEED FURTHER 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 Confirming Party and the Vendor and the 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 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 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 ^{Walk} Chatterjee Street; and


ON THE WEST : By premises No.2/2/1, Chandra ^{Walk} Chatterjee Street.

OR 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^{North} Chatterjee Street, (since renumbered as Municipal Premises No.2/2/1A, Chandra^{North} 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^{North} Chatterjee Street; 

ON THE EAST : By premises No.28/1, Ashutosh Mukherjee Road;

ON THE SOUTH : By premises No.2/2, Chandra^{North} Chatterjee Street; 

ON THE WEST : By premises No.2/3C, Chandra^{North} 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^{North} 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 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 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:

ON THE NORTH : By Premises No.26B, Ashutosh Mukherjee Road.

ON 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 1/6th 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 ^{measuring 7155 Sq. ft.} situated and standing at municipal premises No. 28A, Ashutosh Mukherjee Road, Kolkata- 700 020 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 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 AND DELIVERED by
the VENDOR at Kolkata in the
presence of:-

*Kanoo
(Asst. Mgrs)*

HAPPY BENGAL PROMOTERS PVT. LTD.

Rajiv Bhatia
Director

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

*Kanoo
(Asst. Mgrs)*

HAPPY TELEKOMS LTD.

Rajiv Bhatia
Director

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

*Kanoo
(Asst. Mgrs)
6. Old Post Office Rd.
Kolkata*

VIBGYOR PROJECTS PRIVATE LIMITED

[Signature]
Director / Authorised Signatory

(KAUSHAL KUMBHAT)

RECEIVED of and from the within named
PURCHASER the within mentioned sum of
Rs.10,00,000/- (Rupees Ten lacs only), being
the full agreed consideration money as per
Memo. of Consideration written below :

MEMO OF CONSIDERATION

Bank Draft :- no. - 055004. Dated on 28.12.2006.
CITI BANK. Calcutta Consumer Bank. KOLKATA.

10,00,000 = 00

Ten Lacs only

10,00,000 = 00

(Rupees Ten lacs only)

Witnesses :

Ramesh
(Asst Mgr)

HAPPY BENGAL PROMOTERS PVT. LTD.

Rajiv Kumar

Director

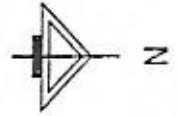
Drafted and prepared in my
Office *R. L. GAGGAR*
R. L. GAGGAR
ADVOCATE HIGH COURT
CALCUTTA

DEED PLAN

SHOWING THE PORTION OF LAND AND CONSTRUCTION UNDER
 PREMISES NO. 28A, ASHUTOSH MUKHERJEE ROAD, KOLKATA-700025
 OF THE LAND WITH CONSTRUCTION:(MORE OR LESS):
 TOTAL AREA 15 CH. 0 SQ.FT. / 664.721 SQ.M / 7155 SQ.FT.

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

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



SCALE = 1 : 300(M)

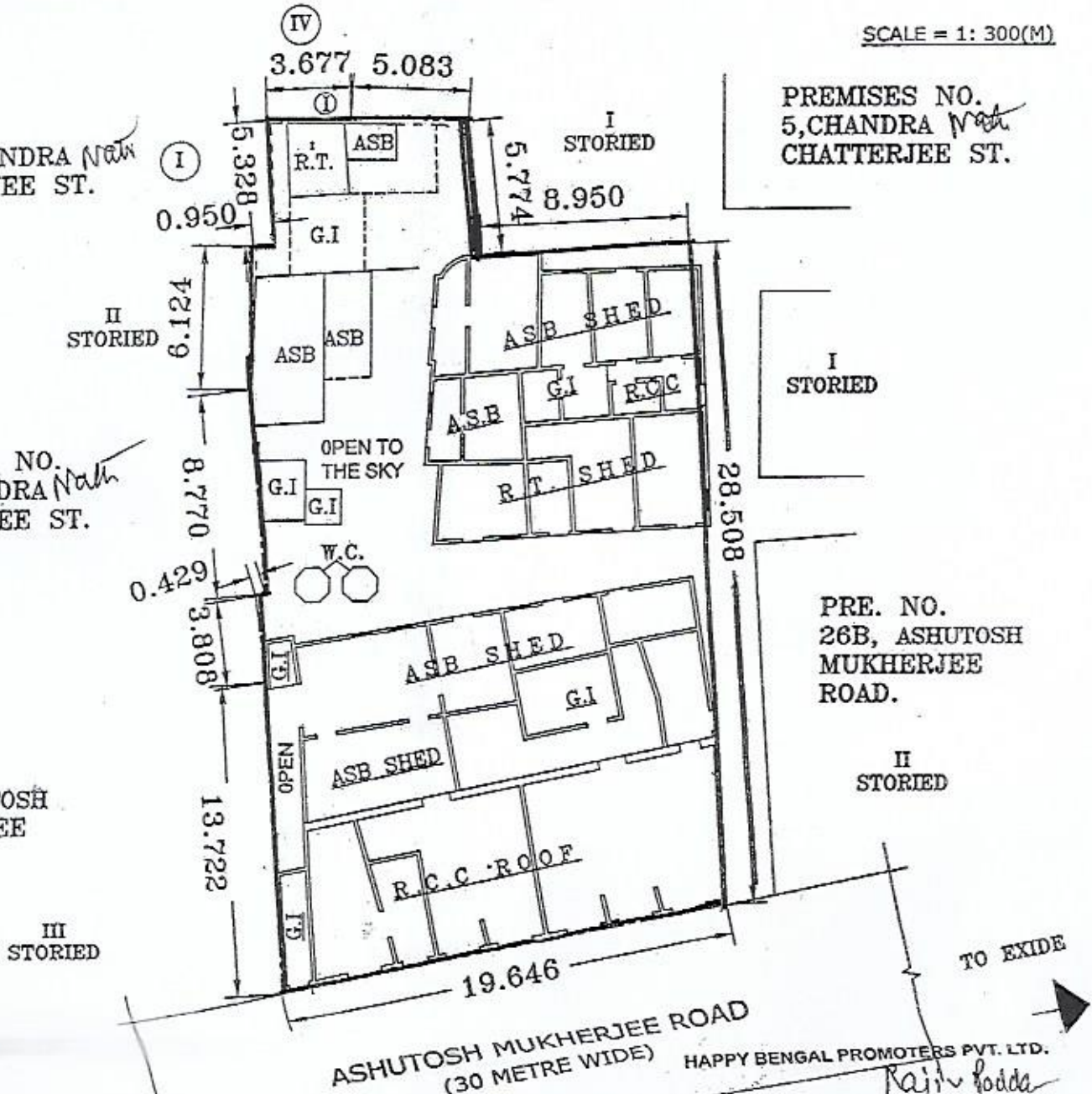
PRE. NO.
 2/2, CHANDRA NATH
 CHATTERJEE ST.

PRE. NO.
 2A, CHANDRA NATH
 CHATTERJEE ST.

PRE. NO.
 30, ASHUTOSH
 MUKHERJEE
 ROAD.

PREMISES NO.
 5, CHANDRA NATH
 CHATTERJEE ST.

PRE. NO.
 26B, ASHUTOSH
 MUKHERJEE
 ROAD.



III
 STORIED

II
 STORIED

I
 STORIED

I
 STORIED

TO HAZRA

TO EXIDE

ASHUTOSH MUKHERJEE ROAD
 (30 METRE WIDE)

HAPPY BENGAL PROMOTERS PVT. LTD.

Rajiv Boddar
 Director

WIBGYOR PROJECTS PRIVATE LIMITED

[Signature]
 Director / Authorised Signatory.























HAPPY TELEKOMS LTD.

Rajiv Boddar
 Director

VENDOR(S) SIGNATURE

VENDEE(S) SIGNATURE

SPECIMEN FORM FOR TEN FINGERPRINTS

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
 <i>Rajiv Bhatnagar</i>	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
 WIBGYOR PROJECTS PRIVATE LIMITED <i>Director / Authorised Signatory</i>	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
PHOTO	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
PHOTO	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger

REGISTRATION NO. 7
SERIAL NO. 1023
BOOK NO. 8693
PAGE NO. 2007

%%
DATED THIS 29th DAY OF DECEMBER 2006
%%

BETWEEN

HAPPY BENGAL PROMOTERS PVT. LTD.

VENDOR

AND

HAPPY TELECOMS LIMITED
... CONFIRMING PARTY

AND

VIBGYOR PROJECTS PVT LTD
PURCHASER



REGISTRAR OF ASSURANCES
KOLKATA

16/1/08

CONVEYANCE



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

R. L. GAGGAR

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

Done by
16/1/08