

Serial No. 2

NOTARIAL CERTIFICATE



TO ALL TO WHOM THESE PRESENTS SHALL COME
I, SWAPAN BANERJEE, duly appointed by the Government of
West Bengal as NOTARY and practising within the city of
Calcutta, Union of India do hereby certify that the Paper
Writings 'A' are presented before me by the Executant(s). An Agreement
between Smt. Mina Senha and Three others, all a/c. dated
at 105/2A, Bidhan Nagar Road (formerly Udaya Park
Road), P.S. Maniktala, Kolkata 700067. And
Others

- AND -

M/S RPS TOWERS PRIVATE LTD. having its
Office 6, Camac Street, 7th floor, Kolkata-700016
represented by its Director Sri Sumit Munshidatta

who has/have been properly identified, hereinafter
referred to as the Executant(s), this the

THE EXECUTANTS(S) having admitted the Execution on
the Paper Writings 'A' and being satisfied as to the Identity of
the Executant(s) I have attested the Execution

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN
BANERJEE the Said NOTARY have hereunto subscribed my
name and affixed my Seal of Office on this the

NOTARY



SWAPAN BANERJEE

Regn. No. 17/1944

D-18/1, Kerunomoyee Housing Estate,

Calcutta-700 091

Phone 359-0204



P 5091 — W

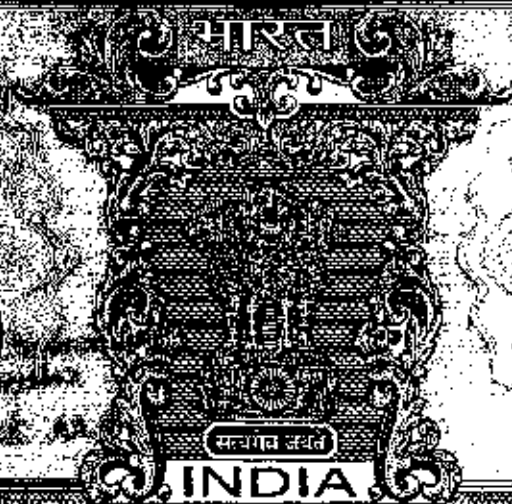
N

2/10/

भारतीय गैर न्यायिक

पचास
रुपये

₹.50



FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

048907



27.5.69

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

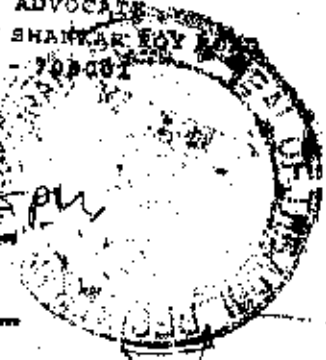
Additional Registrar
of Assurances-III, Kolkata

KNOW ALL MEN THESE PRESENTS THAT we, M/s N.S.T.

HOUSING DEVELOPMENT PRIVATE LTD. a company incorporated under the Companies Act, 1956 and having its registered office at 20/1, Manindra Nath Mitra Road, Kolkata 700 019 (formerly at 20/49/1E, Biplabi Barin Ghosh Sarani, Kolkata) SEND GREETINGS :

14248 31 JUL 2003

Awani Kumar Roy
ADVOCATE
10, KIRAN SHANKAR ROY
CALCUTTA - 700001



Presented for Registration on
at the Calcutta Registration Office
on the 7th day of July 2003
Sankti Pado Shor
One of the co-tenant

Registrar of Assurances
Kolkata
-7 JUL 2003

Somnath Pado Shor



7947

For
Housing Development Private Limited
Somnath Pado Shor

Director



7948

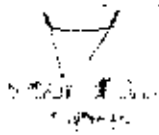
Sankti Pado Shor
Director for N.S.T. Housing
Development Pvt Ltd of 20/1
Kamindra North Mitra Road
KOL-19

Sunil K. Goria S/O Late
Sumanlal Goria of 199A
Sammatal Sajoj Street
KOL-7

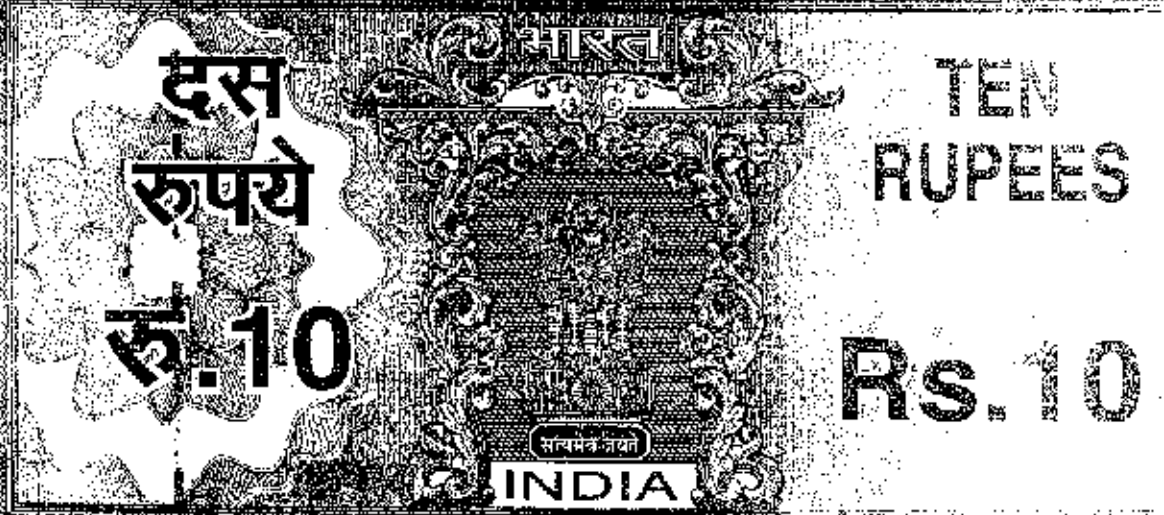
Sunil K. Goria

Partha Nandy
S/O Arun K. Nandy
10 K.S. Roy Road
KOL-1
Service

Partha Nandy
S/O Arun K. Nandy
10, K.S. Roy Rd,
KOL-1 700001
Service



भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

02AA 051999

THIS AGREEMENT is made on this 30th day of January
Two Thousand Six **BETWEEN** (1) **SMT. MINA SAHA**, (2) **SRI**
SUDIPTA SAHA, (3) **SRI SUPRIYA SAHA** and (4) **SMT.**
SUPARNA SAHA, widow, sons and daughter respectively of Late
Banshi Badan Saha all of 105/2A, Bidhan Nagar Road (formerly
Ultadanga Main Road), Kolkata-700067, P.S. Maniktala,

[Handwritten signature]

[Handwritten signature]

15258 11 2 JAN 2000

NAME

ADD.

MT

[Handwritten signature]

Atwan Kumar Roy
ADVOCATE

10, KIRAN SHANKAR ROY ROAD
CALCUTTA - 700001

[Large handwritten signature]

REGISTERED STAMP VENUES
CALCUTTA REGISTRATION OFFICE

AMMENDMENT

2



(5) **STEELUX FURNITURE (CALCUTTA) PVT. LTD.** a company incorporated under the Companies Act 1956 and having its registered office at 306, B.B. Ganguly Street, Kolkata -700012

(6) **METAL EQUIPMENT** represented by its Proprietor Sri Sudipta Saha having its office at 105/2A, Bidhan Nagar Road, Kolkata -700067, hereinafter collectively referred to as the parties of **FIRST PART** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives executors, administrators, successors and assigns) of the **ONE PART**.

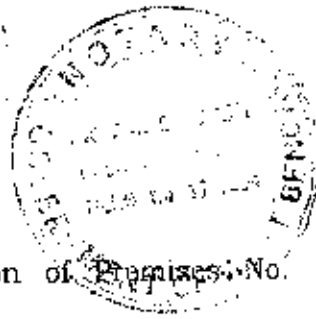
AND

M/S. RPS TOWERS PRIVATE LTD. a company incorporated under the companies Act, 1956 having its registered office at 6, Camac Street, 7th Floor, Kolkata 700017, being represented by its director **SRI SUNIL KUMAR GIRIA** hereinafter collectively referred to as the party of the **SECOND PART** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successor-in-office and assigns) of the **OTHER PART**.

WHEREAS the parties of the first part are in possession and/or in occupation of a specific portion measuring 21 Kottahs of land out of 4 Bighas 11 Kottahs 11 Chittacks 11

G. Giria





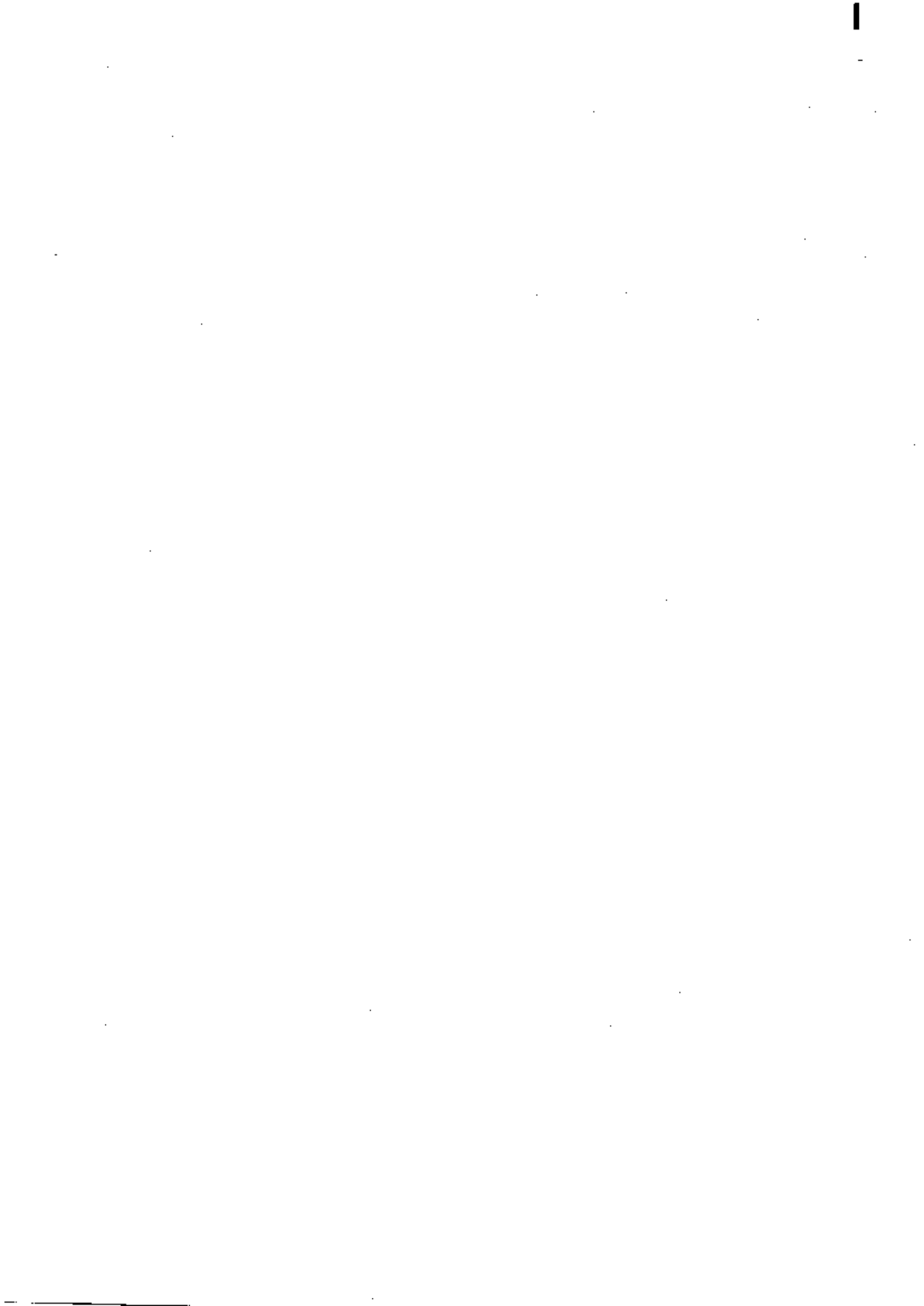
sq.ft. situate lying at and being position of Premises No. 105/2A, Bidhan Nagar Road, Kolkata - 700067 wherein they are carrying on their existing manufacturing business of Steel Almirah and other steel furnitures in the name and style of "STEELLUX".

AND WHEREAS the parties of the Second Part is a company used to run their existing business of construction and/or promote and/or develop of multistoried building.

AND WHEREAS M/s. N.S.T. Housing Developments (P) Ltd. on purchasing the entire premises from Pyne Groups instituted a Title suit being T.S. No. 204/04 against Jaharlal Khanna and Nilratan Kundu for ejection and Khas possession from the entire premises which was ultimately decreed on compromise and thereupon said Jaharlal Khanna & Anr. gave up their occupied portion of the said premises.

AND WHEREAS thereafter said M/s. N.S.T. Housing Developments (P) Ltd. being Decree holder filed an Execution case being T. Exec. No. 2 of 2005 for executing the said Decree and/or for obtaining the possession of said 21 Kottahs of land from the parties of the First Part with the help of police.

AND WHEREAS the parties of the First part to prove their independent status and possession have filed a Misc. case





being Misc. Case No. 31 of 2005 (Smt. Mina Saha & Ors. - Vs - M/s. N.S.T. Housing Developments (P) Ltd. & Ors.) which is still pending.

AND WHEREAS the party of the Second Part to promote and/or develop the multistoried building /buildings on the entire 4 Bighas 11 cottahs 11 Chittacks 11 sq.ft. of land of the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata - 700067 has entered into a Development Agreement with M/s. N.S.T. Housing Developments (P) Ltd. on the terms, conditions and stipulations therein mentioned.

AND WHEREAS before entering into Development Agreement as aforesaid the party of the second part started negotiation with the parties of the First part for vacating and/or giving up possession of said 21 Cottahs of land of the said premises.

AND WHEREAS now at the interference of friends and well wishers of the parties hereto, the parties of the First part realised that when the surrounding land would be developed by multistoried building making of residential and commercial complex then within such area it would not be convenient to run their existing manufacturing business.





AND WHEREAS in view of the above consideration, as well as approach of the party of the Second Part, the parties of the First Part have decided to vacate and/or give up possession of the said occupied portion of 21 Kottahs of land of the said premises to the party of the Second Part by removing the existing factory sheds, machineries etc. **PROVIDED** the party of the Second part pay the price for giving up possession and compensation for loss of business, expenditure for removal of all machineries, goods etc. and for taking a new site for establishing the said factory with installation of machineries therein and all such costs assessed at Rs. 70,00,000/- (Rupees Seventy lacs only) and also allow few months time for removal of the factory with shed, machineries labours, staffs etc.

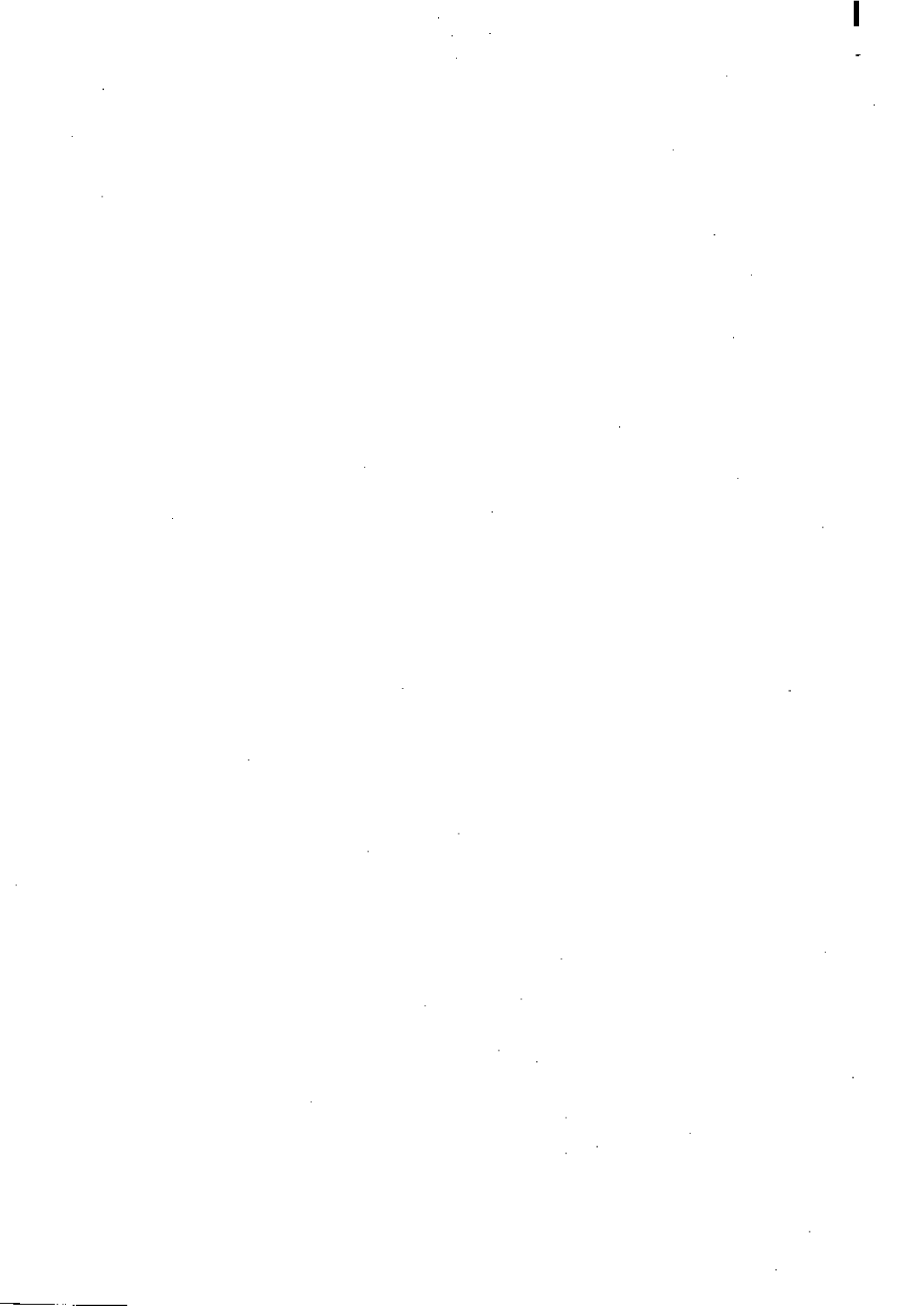
AND WHEREAS the party of the Second Part, on acceding the approach of the parties of the First part, has agreed to pay the said sum of Rs. 70,00,000/- (Rupees Seventy lacs only) to the parties of the First part and also allow them 180 days time from this day for handing over the vacant possession and the parties of the First Part has agreed to vacate and/or deliver khas possession of said 21 Kottahs of land of the said premises to the party of the Second Part on the following terms and conditions.





NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES AS
FOLLOWS :-

- 1) The party of the Second part has this day paid the agreed sum of Rs. 70,00,000/- (Rupees Seventy laacs only) to the parties of the First part by all lawful and legal money which the parties of the First part admit and acknowledge receipt whereof as per Memo of consideration hereunder written.
2. That it is agreed between the parties hereto that to settle the disputes between the parties of the First part and M/s. N.S.T. Housing Developments (P) Ltd. pending before the Sealdah Court a compromise petition to be signed on these presents and file the same in Misc. Case No. 31 of 2005 on the day following.
- 3) That this day the party of the First part shall deliver possession of vacant portion of land measuring 10, cottahs (approximately) as per plan annexed herewith to the party of the second part.
- 4) The First Party has duly obtained a factory land at Dhulagarh Industrial Park P. S. Jalla, Dhulagarh, Shakraiel, District - Howrah and commenced construction thereof and will shift the existing factory to the said new site.



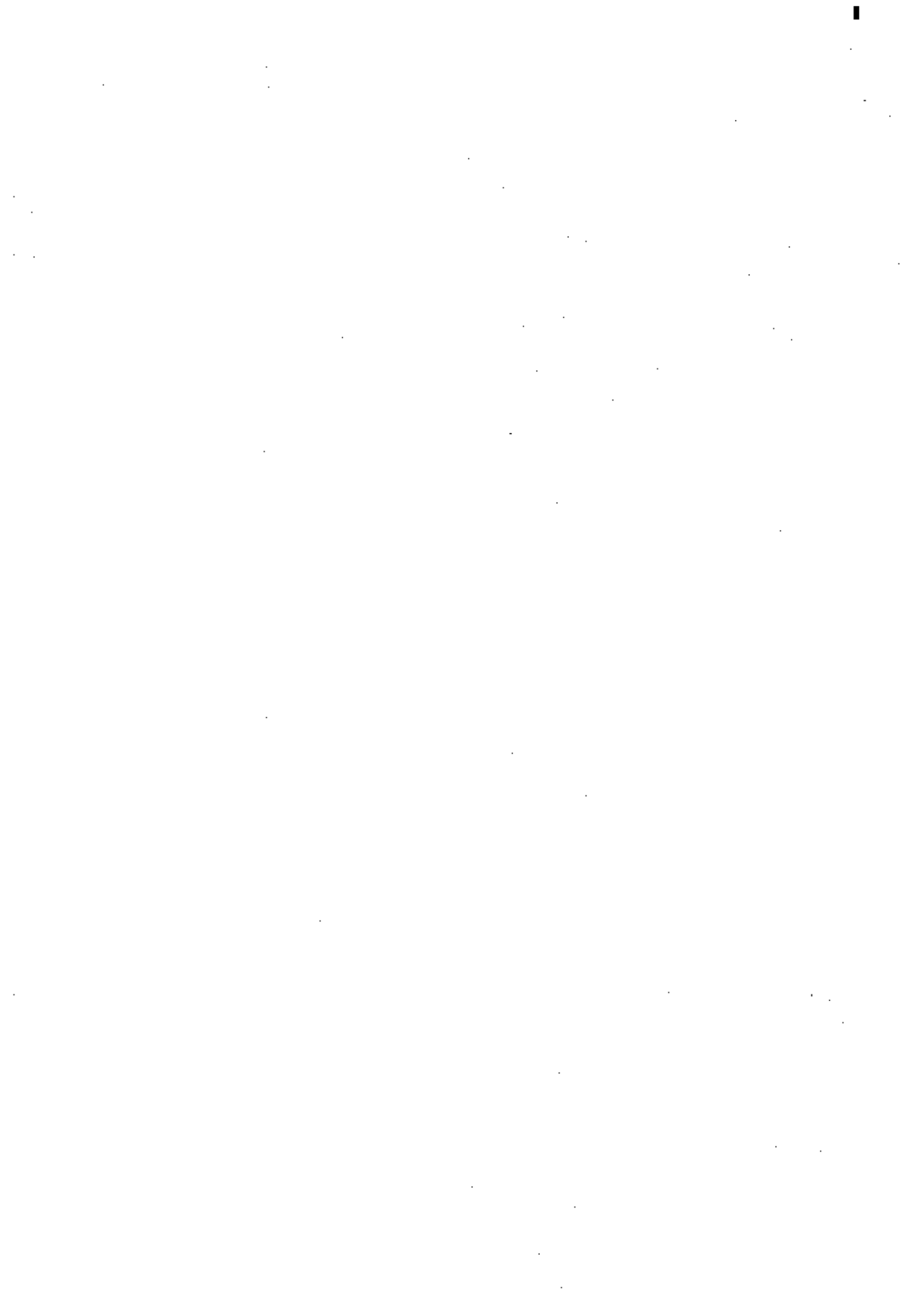


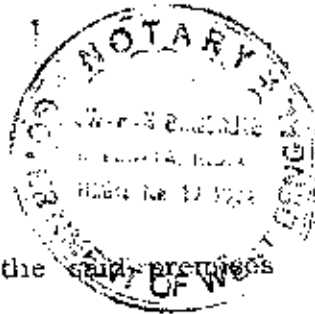
5) It is agreed that on or before 180 days from the date of filing of the aforesaid compromise petition at Sealdah Court the party of the First Part will hand over the vacant and khas possession of the said balance area of land after removing all its men, machines and materials etc. therein to Sunil Kumar Giria, son of Sumer Mal Giria having its office at 144A, J.L. Bajaj Street, Kolkata - 700007 being authorized representative of the owner and the party of the Second Part in this regard.

6) The parties of the First part hereby undertake that they will not ask for any extension of time for handing over vacant possession of the said balance area for any reason whatsoever.

7) It is agreed that during the period of 180 days as aforesaid the party of the Second Part or their agents, workmen, labours or any other person would not make any disturbance, obstructions and obstacles for carrying on business of the parties of the First Part and also for removing of all those articles, machineries and demolition of sheds etc. including its safely and smoothly removal.

8. It is also agreed by the parties of First part that during the period of said 180 days neither they nor their employees, workmen or any other person will obstruct in any manner





whatsoever in course of construction at the ~~said~~ premises (besides the portion in occupation of the First Party) or carrying on building materials, men and agents, vehicles on any ground or reasons including any disturbance for sound or pollution.

9. Each of the parties of the First Part hereby undertakes that he/they will settle with all their employees and creditors at the time of handing over possession and ensure that none of the creditors or employees in future will obstruct or raise any objection in any manner whatsoever in respect of handing over vacant and peaceful possession of the occupied premises or any claim in respect of the said entire premises in any manner whatsoever.

SCHEDULE ABOVE REFERRED TO :

ALL THAT the peace and parcel of demarcated land now in possession of the First Party (excluding the area of 10 Cottahs of land possession whereof has been handed over to the SECOND PARTY this day) being measuring 11 cottahs of land in possession of the First Party being a part and parcel of entire Premises No. 105/2A, Bidhan Nagar Road, Kolkata - 700067.





IN WITNESS WHEREOF the parties hereto have signed and delivered this Agreement the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **FIRST PART** at Kolkata in the presence of :

1. *Pradyot Das, Advocate*

1. *Mina Saha*

2. *S. K. Saha*

3. *Xupriyo Saha*

4. *Suparna Saha*

2.

SIGNED SEALED AND DELIVERED

R P S TOWER PVT. LTD.

by the **SECOND PART** at Kolkata in the presence of :

R P S TOWER PVT. LTD.
Suman K. Ghosh
Director

1. *Anwar Kama R. Ad.*

2.

Identified by me
L. K. Ghosh
Advocate
Regn No. WB-5

24 FEB 2006

LTD. Signature (S) of the
Executive Director by me on identification

Swapan Banerjee

SWAPAN BANERJEE
Notary, Calcutta
City of West Bengal
Regn No. WB-5
17/04
17/04
17/04



MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Developer the within mentioned sum of Rs.70,00,000/- (Rupees Seventy Lacs) only Being the consideration money as per memo Given below :-

Rs. 70,00,000.00

MEMO

- | | |
|---|-------------------------|
| 1. Pay Order No. 849199 dated 30.1.2006 drawn on ABN Amro Bank, Brabourne Road Branch, Kolkata issued on behalf of RPS Towers Pvt. Ltd. in favour of Smt. Mina Saha. | Rs. 17,50,000.00 |
| 2. Pay Order No. 849198 dated 30.1.2006 drawn on ABN Amro Bank, Brabourne Road Branch, Kolkata issued on behalf of RPS Towers Pvt. Ltd. in favour of Sri Sudipta Saha. | Rs. 17,50,000.00 |
| 3. Pay Order No. 849200 dated 30.1.2006 drawn on ABN Amro Bank, Brabourne Road Branch, Kolkata issued on behalf of RPS Towers Pvt. Ltd. in favour of Sri Supriya Saha | Rs. 17,50,000.00 |
| 4. Pay Order No. 157012 dated 30.1.2006 drawn on Corporation Bank, Mookherjee House, Brabourne Road Branch, Kolkata issued on behalf of RPS Towers Pvt. Ltd. in favour of Smt. Suparna Saha | Rs. 17,50,000.00 |
| | <u>Rs. 70,00,000.00</u> |

(Rupees Seventy Lacs) only.

WITNESSES :

1. *Radyat Chandra Saha*
- 2.

Mina Saha

Smt. Mina Saha

Sudipta Saha

Sri Sudipta Saha

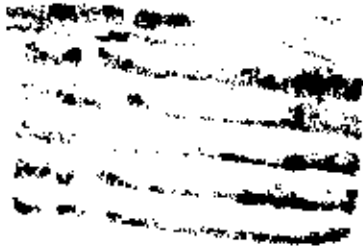
Supriya Saha

Sri Supriya Saha

Suparna Saha

Smt. Suparna Saha





RESERVED FOR THE USE OF THE REGISTRAR
DATED THIS DAY OF 2006
RESERVED FOR THE USE OF THE REGISTRAR

FROM



N.S.T. HOUSING DEVELOPMENT
PRIVATE LIMITED

POWER OF ATTORNEY



THE ADVOCATE GENERAL'S OFFICE
Kolkata
- 7 Jul 2006

A. K. ROY
Advocate
10, Kiran Shankar Roy Road
Kolkata-700 001.



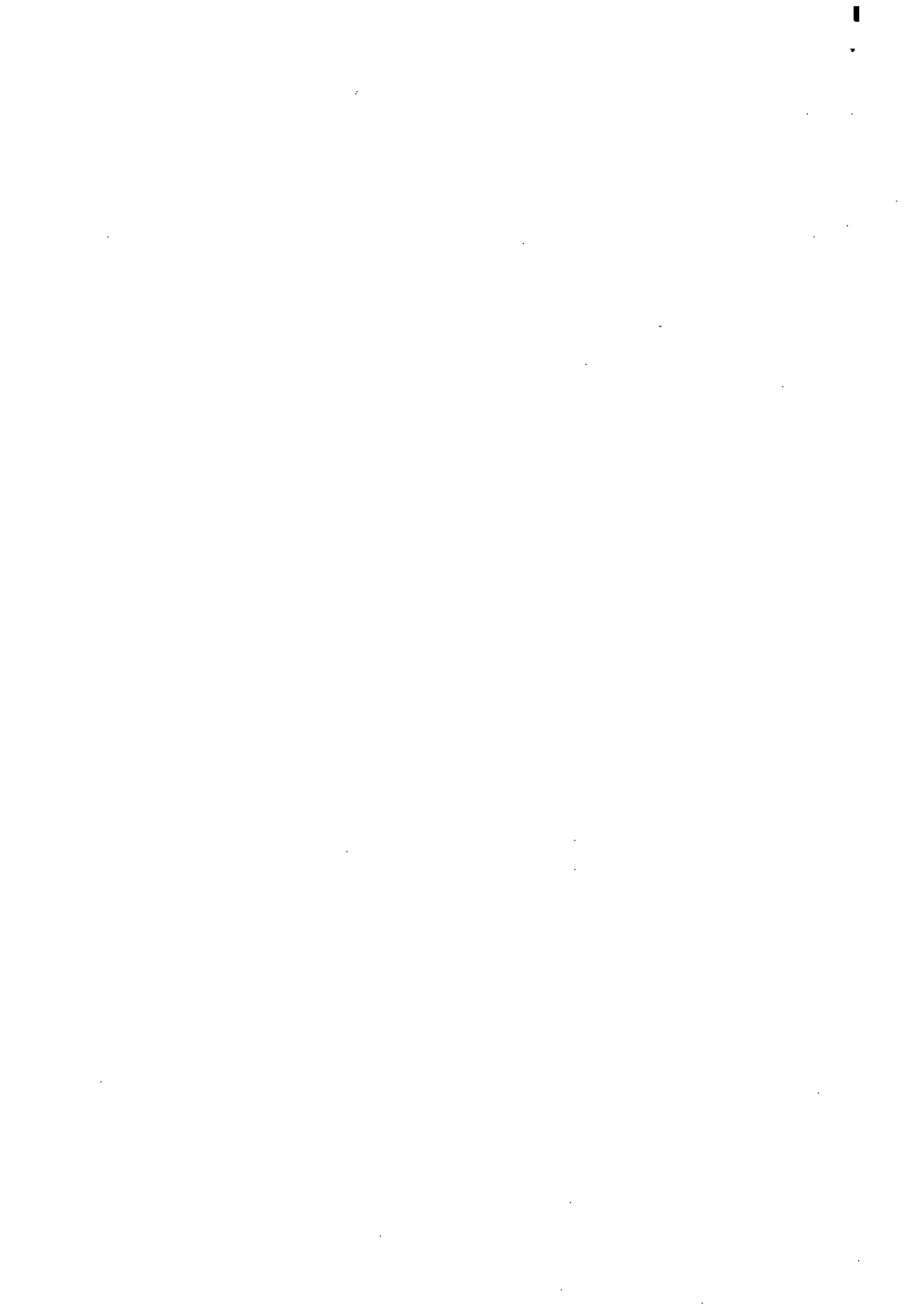
Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 4
Page from 157 to 165
being No 02401 for the year 2009.



(Pratikr Ghosh) 27-May-2009
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A.-III KOLKATA
West Bengal

27-5-09



Government Of West Bengal
Office of the A.R.A.-III KOLKATA
5 Government Place (North)
Endorsement For deed Number :IV-02401 of :2009
(Serial No. 05091, 2006)

On 07/07/2006

Payment of Fees:

Fee Paid in rupees under article : E = 7/- on:07/07/2006

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 13.50 hrs on :07/07/2006, at the Office of the A.R.A.-III KOLKATA by Sakti Pada Dhar, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 07/07/2006 by

1. Sakti Pada Dhar, Director, M/s. N. S. T. Housing Development Pvt Ltd, 20/1, Manindra Nath Mitra Road, Kol - 10.
profession : Others

2. Sri Sunil Kumar Gira, son of Lt Sumermull Gira, 144 A, Jamunlal Bajaj Street Kolkata, Thana, Pin 700007.

By caste Hindu, by Profession : Others

Identified By Partha Nandy, son of A K Nandy 10, K S Roy Road Kolkata 700001 Thana: ., by caste Hindu, By Profession : Service.

Name of the Registering officer : Biswanath Das
Designation : ADDITIONAL REGISTRAR OF
ASSURANCE-III

On 27/05/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number : 48:di
of Indian Stamp Act 1899.

Name of the Registering officer : Prabhat Kr Ghosh
Designation : ADDITIONAL REGISTRAR OF
ASSURANCE-III


[Prabhat Kr Ghosh]

ADDITIONAL REGISTRAR OF ASSURANCE-III
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF
KOLKATA

Govt. of West Bengal 27.5.09



Additional Registrar of
Companies, Kolkata
27 MAY 2005

WHEREAS We are absolutely seized and possessed of as also well and sufficiently entitled to All That property being the piece and parcel of land containing an area of about 4 Bighas 11 Kattahs and 11 Chittack Square feet be the same a little more or less situated lying at and now being Premises No.105/2A, Bidhan Nagar Road, Kolkata more fully and particularly described in the First Schedule, hereunder written.

WHEREAS We by Resolution dated 30th January,2006 passed by the Board of Directors it is resolved that Mr SUNIL KUMAR GIRIA, son of Late Sumerwal Giria of 144A Jamunalal Bajaj Street,Kolkata 700 007 be appointed as our true and lawful attorney of the appointer to act as its attorney in respect of our concerning the constructed area together with the proportionate share in the said premises as fully mentioned in the Second Schedule hereunder written.

NOW KNOWN BY THESE PRESENTS WITNESSETH we, N.S.T. HOUSING DEVELOPMENT PRIVATE LTD do hereby nominate constitute and appoint and **SRI SUNIL KUMAR GIRIA, son of Late Sumermull Giria of 144A, Jamunalal Bajaj Street, Kolkata-700 007** as our true and lawful attorney to act in our name and on our behalf and to do execute exercise and perform any of the following acts, deeds, matters and things, relating to the said premises i.e. to say :

To sign,execute, register, present and admit the necessary agreement to sale, deed of conveyance or any other documents, lease and and/or constructed space/unit/flats constructed in respect of the portion of premises No.105/2A, Bidhan Nagar Road, Kolkata together with proportionate share in the land more fully and particularly described on the Second Schedule hereunder written and also to do all acts, deeds, matters and things concerning to or in relation to any part



Number of lines
collected

7 JUN 1947

or portion of the said land and/or any constructed portion of the said premises No.105/2A, Bidhan Nagar Road, Kolkata as the said Attorney shall at its sole discretion think fit and proper including appearing, representing the appointer before the appropriate registration authorities and any other authorities as may be required for registration and to have the same registered. We hereby agree to ratify and confirm whatsoever other act or acts our attorney shall lawfully do execute and perform in connection with the said premises by virtue of these presents. It is clarified that the Attorney personally is not entitled to receive any consideration amount in his favour.

THE FIRST SCHEDULE ABOVE REFERRED TO

Seal of
Seal of

All THAT one storeyed brick built structure and shed, together with the piece or parcel of revenue redeemed land, thereunto belonging containing by estimation four bighas, eleven cottahs, eleven chittacks and eleven square feet, more or less situate, lying at and being Premises No.105/2, Bidhan Nagar Road (formerly known as Ultadanga Main Road) Calcutta 700 067 (formerly the demarcated and separated eastern portion of Premises No.105/2, Ultadanga Main Road), included in Holding No.26/175, Division 2, Sub-Division 10, Thana Manicktola, Sub-Registry Sealdah, in the District of Twenty Four Parganas (South) and hatted and bounded in the manner following that is to say

ON THE NORTH : Partly by Ultadanga Main Road, and

Partly by C.I.T. Road required land of old
105/2, Ultadanga Main Road;

ON THE EAST : By Premises No.105/1, Ultadanga Main
Road;



Department of State
Records

7 JUL 1950

ON THE SOUTH : By the existing surface drain attached to and forming part of the said premises 105/2A, Bidhan Nagar road (formerly Ultadanga Main Road) and by one which is premises 20/B, Murari Pukur road and

ON THE WEST : Partly by Premises 105/2B, Bidhan Nagar Road (formerly Ultadanga Main Road) and partly by the C.I.T. acquired land of the said premises 105/2, Ultadanga Main Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the various constructed unit in the fourth floor and sixth floor in Block No.1, 3rd floor, 5th floor and 7th floor in Block No.2, and 810.36 (approx.) sq.mtrs. in first and second floor in Block No.1 and 2, second (except flat no.A), fourth, sixth and eighth floors in Block No.3, First, Third, Fifth, sixth, Eighth, Tenth and Eleventh floors in Block No.4 together with car parking space proportionately together* with proportionate share of common area and facilities together with proportionate share in land more fully described in the first schedule hereunder written.

*The Construction being by the said
 Promoters have been made by us, M/S N.E.T. Housing
 Development Private Ltd from our own Account.*



Sta. C Registrar of Births
Kofu

-7 JUL 1951

IN WITNESS WHEREOF the parties abovenamed have set and subscribed their respective hands and seals on this 7th day of July 2006.

SIGNED SEALED AND DELIVERED

By the NST Housing Development Pvt. Ltd.

in presence of:

Partha Nandy
10, K.S. Roy Road
Kolkata - 700001

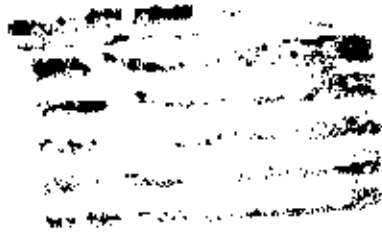
For

NST Housing Development Pvt. Limited

Sarman Paha Char.

Director

(Sunil Kumar Gharia)
Sunil K Gharia



**Registrar of Assurances III
Kolkata**



**Registrar of Assurances
Kolkata**

- 7 JUL 2002



24 FEB 2006

Dated



Swapam Banerjee

Advocate High Court, Calcutta

Bar Association

Room No. 2, Calcutta-700001

and NOTARY, CALCUTTA

Govt. of West Bengal

The Calcutta City Courts Bar Association

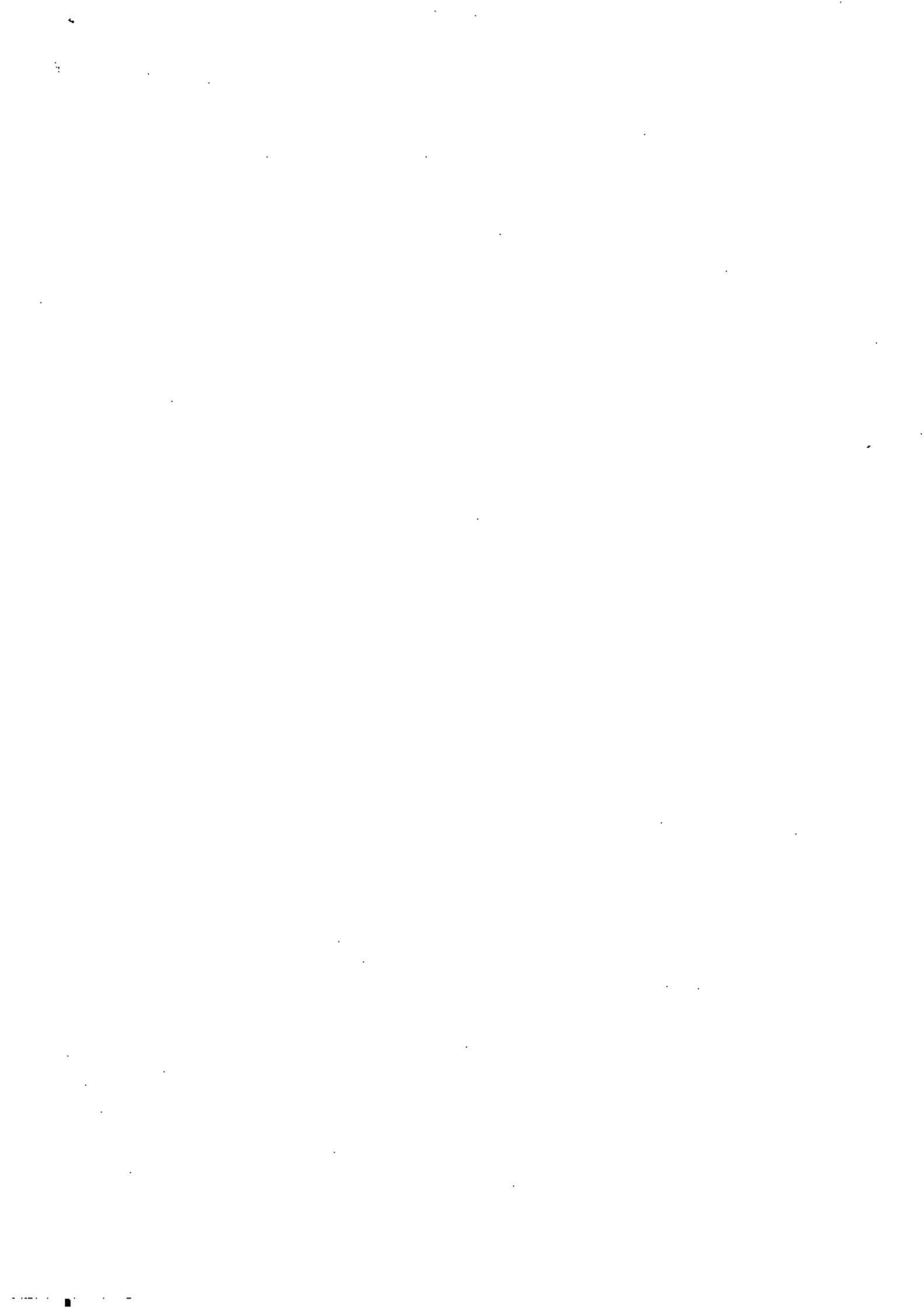
(2nd Floor) Calcutta-700 001

Residence:

9-1B/1, KARUNAMOYEE HOUSING ESTATE

CALCUTTA-700 081

Phone: 359-0204



DATED THIS 3^d DAY OF January 2006

BETWEEN

SMT. MINA SAHA & ORS.

.....FIRST PART

AND

M/S. RPS TOWERS PRIVATE LTD.

.....SECOND PART

AGREEMENT FOR SALE

Awani Kumar Roy
Advocate

10, Kiran Shankar Roy Road
Kolkata-700001