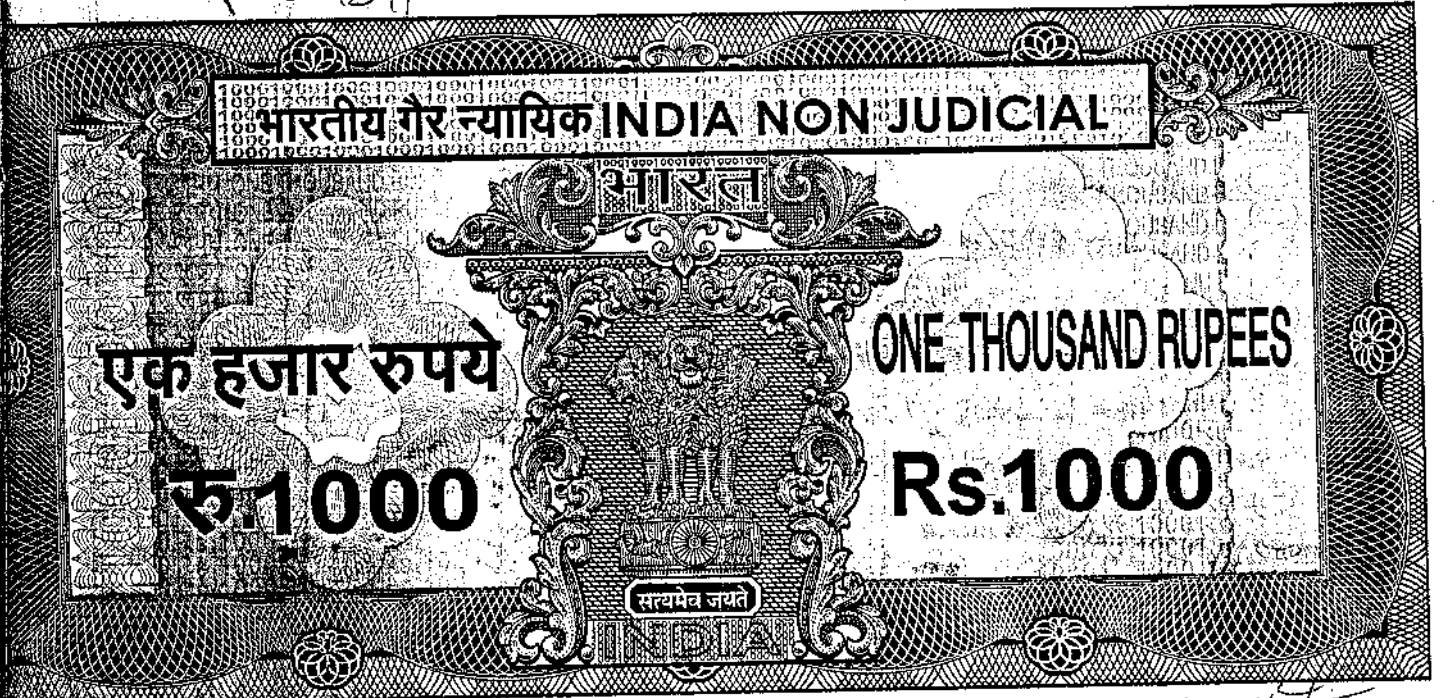
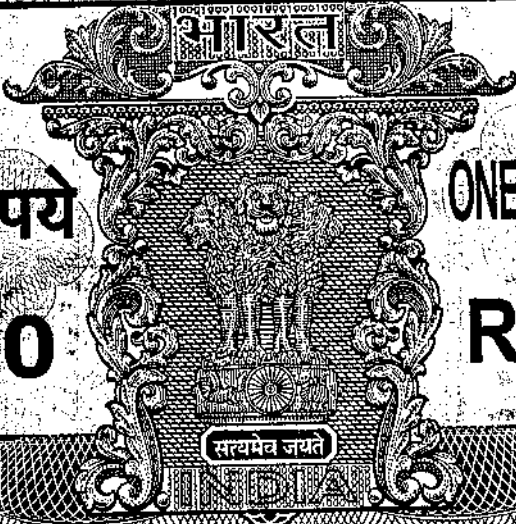


102511

F-01855



भारतीय गैर न्यायिक INDIA NON JUDICIAL



एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000

पश्चिम बंगाल WEST-BENGAL

NO-28, 31, 400 B 131067

28/3/07
 S-10000
 D-141571007
 141581007
 22374
 22,3140,000/-
 A-31145297
 E 74
 31145367

Regn for security Bhandar B-31145407 No-11881007-27/3/07
 Regn for security Bhandar B-31145407 No-11881007-27/3/07
 Regn for security Bhandar B-31145407 No-11881007-27/3/07

Admissible under rule 21 and also
 rule 5 (1) of the T. R. I. R.
 Act, 1955 duty. Stamp duty
 from does not require Stamp duty
 under the Indian Stamp Act,
 1899 Schedule I A No. 2847

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Additional District Sub-Registrar
 Kalyanpur (East) Kalyanpur
 5/4/07

DEED OF CONVEYANCE
(Freehold - IT)

THIS INDENTURE OF SALE made on this 26th Day of March
 2007 BETWEEN WEST-BENGAL HOUSING INFRASTRUCTURE
 DEVELOPMENT CORPORATION LTD., a Govt. Company incorporated

under the Companies Act, 1956 (Act I of 1956) and the Planning Authority,

sd. A. K. Sutta Roy
 Addl. Genl. Manager (C.M.K. T.C.)
 W.B. H. J. Dev. Corp. Ltd.

who is exempt from persons
 appearance in this Office
 U/S 88 of Act XVI of 1901
 in proved by his Seal and
 Signature

Joint Council
 201570
 201570
 201570
 201570

Li.

5997 22.03.07
NAME: Magnus
ADDRESS: 1000/
Signature: [Signature]
Additional District Sub-Registrar
Magistrate (Sak. Lab. Ctg.)

Bengal Estates Pvt. Co.
Hastings, Park Rd.
Koo. 27.

800 P.M.
Received for Registration at A.M.F. in
on the 26th day of March 2007
of the Magistrate (Sak. Lab. Ctg.)
Additional District Sub-Registrar
Magistrate (Sak. Lab. Ctg.)
Sanjana Jara Building number
one of the 6 Hastings Park Rd. 27



Sanjana Jara
Bengal Estates Pvt. Ltd.
Additional District Sub-Registrar
Magistrate (Sak. Lab. Ctg.)
Authorized Signatory
825
V.C.

Sanjana Jara & Manish
Saraf, both are as Authorized
Signatory and Director of the
Magnus Bengal Estates Private
Limited, Flat no. 6 Hastings
Park Rd. 27

26 MAR 2007

Hindu / ...
Business / ...

For Magnus Bengal Estates Pvt. Ltd.
Sanjana Jara
Authorized Signatory
826
V.C.
Sanjana Jara Director
(MANISH SARAF)

Sanjib Chatterjee
S/o - Sri. Baidyanath Chatterjee
8. G-22, Banerpara,
Kendohari, Garia,
Kot-84
occ - Service.

Sanjib Chatterjee
S/o - Sri. Baidyanath Chatterjee
8. G-22 Banerpara, Garia,
Kendohari, Garia,
Kot-84
Hindu / ...
Business / ...

Additional District Sub-Registrar
Magistrate (Sak. Lab. Ctg.)

26 MAR 2007

as appointed by the State Government vide order No. 1490-HI/HGN/NTP/1M-1/98 dated 14th September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/HGN/NTP/1M-1/98 dated 27th August, 1999, hereinafter referred to as the WBHIDCO Ltd. having its registered office at Salt Lake Stadium Complex, Gate No. 3, Sector-III, Salt Lake, Kolkata - 700091, represented by the Managing Director of the said State Govt. Company hereinafter referred to as the VENDOR (which expression shall include its executors, administrators and successor-in-office and assigns) of the **ONE PART AND MAGUS BENIAL ESTATES PRIVATE LIMITED** having its registered office at Flat No. 6B, Rajhans Building, Number 6, Hastings Park, Kolkata: 700 027 hereinafter referred to as the PURCHASER (which expression shall where the context so admits include its successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS although the VENDOR has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the State Government in the Housing Department on behalf of the VENDOR has acquired lands in the Districts of North 24-Parganas and South 24-Parganas and has transferred the ownership to the VENDOR conferring on the VENDOR the entire responsibilities of developing the infrastructure services therein and also with power to transfer lands by way of sale to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.

AND WHEREAS the PURCHASER applied to the VENDOR for purchase of a piece and parcel of land in the New Town so as to enable the PURCHASER to erect buildings thereon for Information Technology and Information Technology Enabled Services purposes after complying with all formalities for allotment of such land by the VENDOR.

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the land hereinafter referred to and mentioned in the schedule hereunder written is required by the PURCHASER and in consideration of a sum of Rs. 28,31,40,000/- (Rupees Twenty-eight Crore Thirty-one Lac Forty Thousand) only paid by the PURCHASER the receipt

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As



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Additional District Sub-Station
Mahaanagar (Sub-Station 021)

26 MAR 2007

whereof the VENDOR doth hereby admit and acknowledge and in consideration of the fact that the PURCHASER have taken inspection of such land and have satisfied themselves as to the conditions and description of such land and also as to the amenities and facilities appertaining to such land and as to the nature, scope and extent of benefit or interest provided by the VENDOR, the VENDOR doth hereby sell, grant convey and transfer unto the PURCHASER such land more fully described and mentioned in the schedule hereunder written (hereinafter referred to as the said demised land) TO HAVE AND TO HOLD the demised land hereby granted, transferred and conveyed expressed or otherwise assured or intended to the use of the said PURCHASER absolutely and forever.

The PURCHASER covenants with the VENDOR as follows:-

1. The PURCHASER shall preserve the Boundary Pillars provided in the demised land.
2. The PURCHASER shall use the demised land exclusively for the purpose of constructing buildings at the cost of the PURCHASER in conformity with the Planning Area (Building operations) Rules, 2006 and Planning Area (Building operations) Regulations, 2006 and other Rules and Regulations as prescribed or framed from time to time for New Town Kolkata and according to plans, specifications, elevations, designs and sections sanctioned by the VENDOR and with the condition as the VENDOR may decide and not to use the said demised land for any purpose other than for Information Technology and Information Technology Enabled Services.
3. THE PURCHASER shall not carry on or allow to be carried on in the said land any unlawful, illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.
4. The PURCHASER shall neither make any excavation in the land nor remove any earth / subsoil therefrom in contravention of provisions of any Act and Rules of the land use and management and if made with the prior permission of the Competent Authority, regard shall be had so that the surrounding plots and common areas possessed by the VENDOR are not disturbed in any way.

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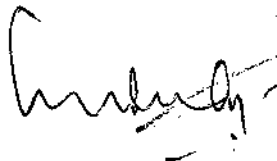


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Additional District Sub-Registrar
Mehannagar (Dist. Sahyadri)

26 MAR 2007

5. The PURCHASER shall not alter the location of sewer/water connection lines except with prior approval of VENDOR, which shall not normally be allowed for the sake of greater interest of the project area.
6. The PURCHASER shall be liable to make all payments towards taxes, fees, rates, any other imposition etc., that may be levied by local authority (in future) with effect from the date of present conveyance.
7. The VENDOR shall remain indemnified against any such claims / dues payable by the PURCHASER to any local authority in future.
8. The PURCHASER shall allow any person authorised by the VENDOR to inspect, maintain and construct/reconstruct the sewer lines, water meter, storm drains and other utility services or to do any other work in connection therewith within the plot without any obstruction or hindrance by the PURCHASER.
9. The PURCHASER shall pay and discharge all existing and future rates, taxes & other impositions, charges and enhancement, if any, of land value on the date of purchase in respect of the said demised land and structure to be erected thereon which as and when determined by a Competent Authority to be payable by the PURCHASER thereof to such authority under the provision of law for the time being in force.
10. The PURCHASER shall pay and continue to pay service charges to the VENDOR for providing the services within New Town. VENDOR will assess and decide the periodical service charge to be paid by the purchaser from time to time.
11. The PURCHASER shall keep the VENDOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of its aforesaid construction works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority in respect of the same works or of anything done under the authority herein contained.





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Additional District Sub-Registrar
Machanagar (Sub-Sub-Office)

26 MAR 2007

12. The PURCHASER is liable to compensate for any damage caused by it to the infrastructure of any kind provided by the VENDOR.

The VENDOR Covenants with the PURCHASER as follows:-

- a. The PURCHASER observing, performing, fulfilling and discharging respective responsibilities covenanted herein shall peaceably hold and enjoy the demised land without any interruption by and from the VENDOR or its agents and representatives whosoever.
- b. The PURCHASER shall be provided with all facilities in regard to sewer connections, water supply, roads and other amenities as may be available to similar purchasers in respect of similar other plots of lands of Newtown, Kolkata. Facilities of services such as roads, sewer, drain lines and waterlines will be made available at the peripheral roads (where such lines have been taken as per planning abounding the demised land) from which connection will be taken by the PURCHASER at its own cost.

SCHEDULE

ALL THAT piece and parcel of land measuring 13 Acres (Equivalent to 786.5 Cottahs or 52608.4 sq. mt.) be the same or little more or less being Plot No. IIF/04 in Action Area II situated in Newtown, Kolkata, P.S.

Rejarihat Dist. *North 24 Parganas* presently in the Panchayat area.

Butted and bounded as follows:-

ON THE NORTH: By 90 Mtrs. wide (R.O.W.) Road and 24 Mtrs. wide (R.O.W.) Road.

ON THE SOUTH: By plot number IIF/03 and Peripheral Canal.

ON THE EAST: By Peripheral Canal and 90 Mtrs. wide (R.O.W.) Road

ON THE WEST: By 24 Mtrs. wide (R.O.W.) Road and Plot No. IIF/03.

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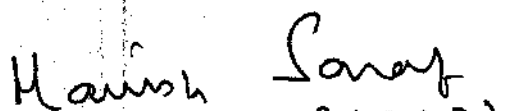
Additional District Sub-Registrar
Muzaffarnagar (Not Impd. 6/2007)

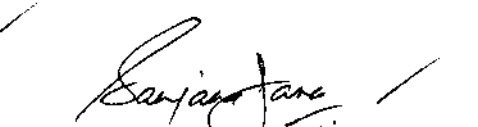
26 MAR 2007

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.


A. K. DUTTA ROY
 ADDL. GENL. MANAGER (MKTG.)
 W.B. HOUSING INFRASTRUCTURE
 DEV. CORPN. LTD.

SIGNED, SEALED AND DELIVERED BY
 FOR AND ON BEHALF OF THE WEST
 BENGAL HOUSING INFRASTRUCTURE
 DEVELOPMENT CORPORATION LTD.


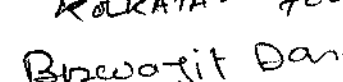

(MANISH SARAF)
 For Magus Bengal Estates Pvt. Ltd.


(SANJANA JANA)
 For Magus Bengal Estates Pvt. Ltd.


SIGNED BY THE ABOVE NAMED
 PURCHASER IN THE PRESENCE OF

Authorised Signatory

WITNESSES:

1. 
(DEBARSHI DUTTA)
 KAIKHALI, CHIRIAMORE
 P. O. AIRPORT,
 KOLKATA - 700052
2.  [BISWAJIT DAS]
 Vill:- Rabindra Palli
 Post:- Pandua
 Dist:- Hooghly
 Pin:- 712149.

Drafted by WBHIDCO Ltd. and approved by Ld. L.R., W.B. dated 09.03.2004





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Additional District Sub-Registrar
Machanagar (Machhapuram)

26 MAR 2007

SIGNATURE OF THE
PRESENTANT/
BUYER/SELLER/
DONOR/CAJMENT
WITH PHOTO

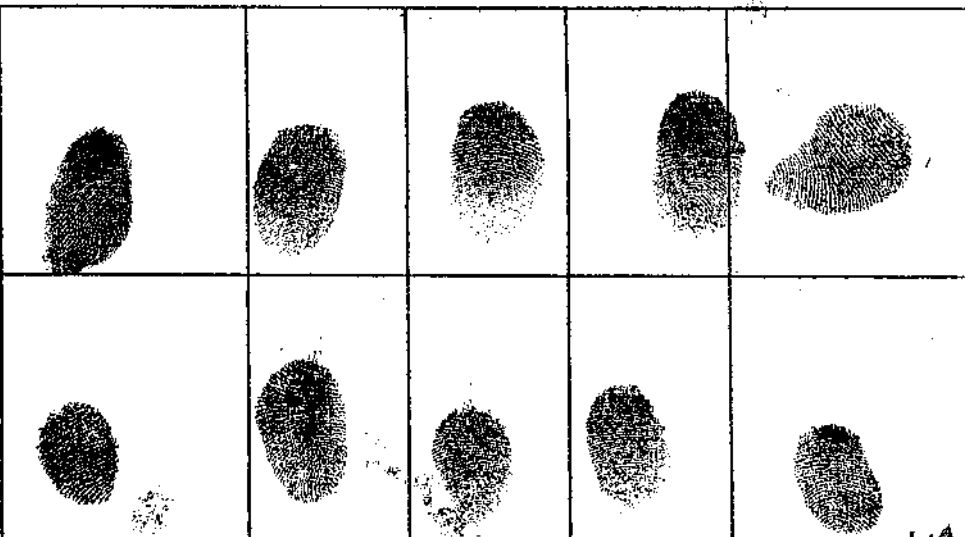
UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS



LH.

RH.



TESTED :-

Sanjana (SANJANA JANA)

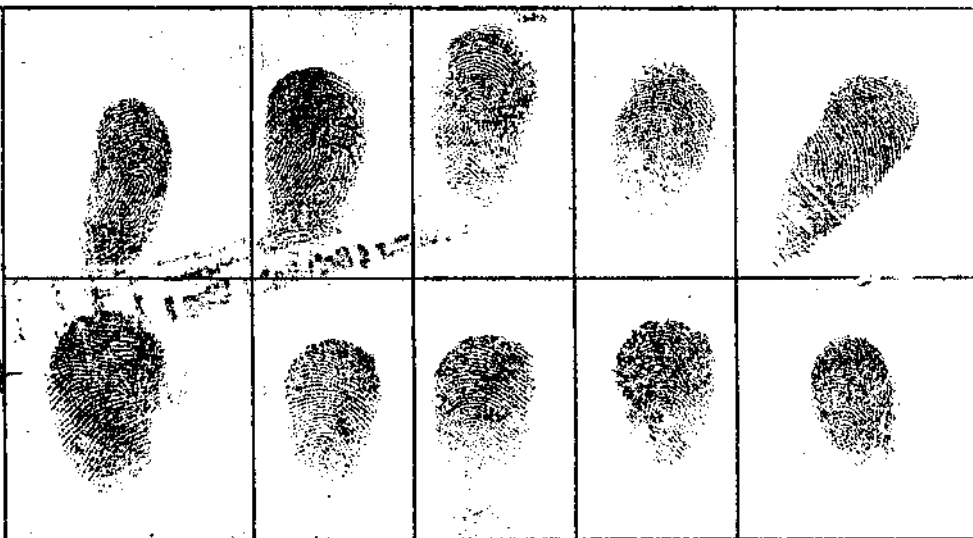
For Magus Bengal Estates Pvt. Ltd

Authorized Signatory



LH.

RH.



TESTED :-

Manish Saraj (MANISH SARAJ)

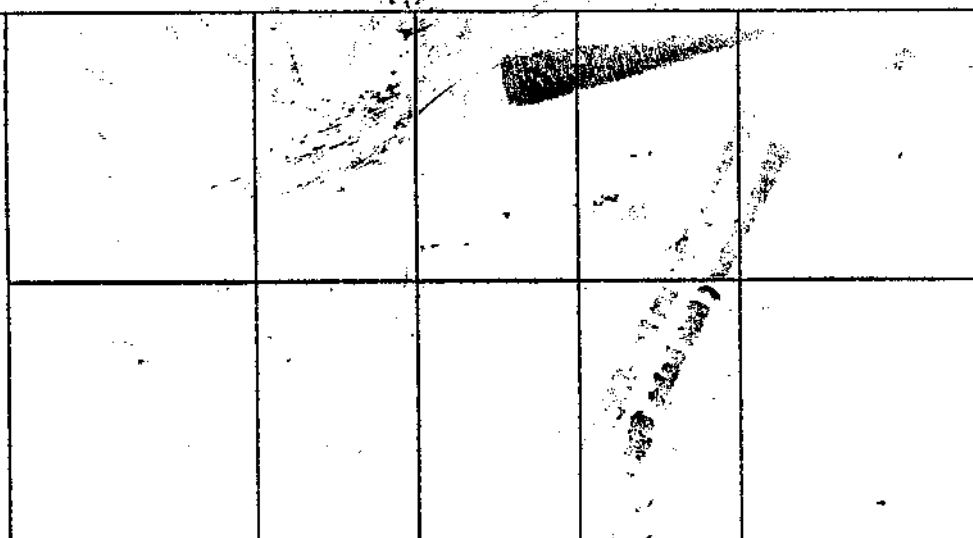
For Magus Bengal Estates Pvt. Ltd

Director

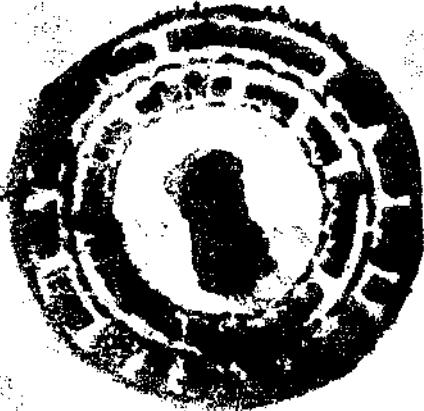


LH.

RH.

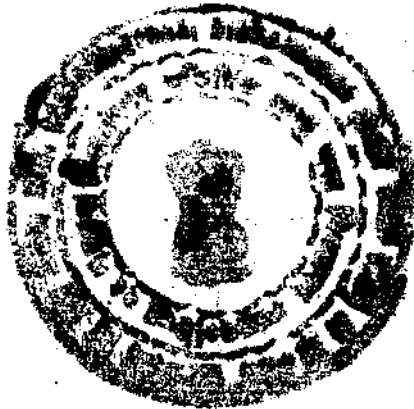


TESTED :-



Additional District Sub-Registrar
Bidhanagar (Salt Lake City)

26 MAR 2007



Additional District Sub-Registrar
Bidhanagar (Salt Lake City)

11/4/2007

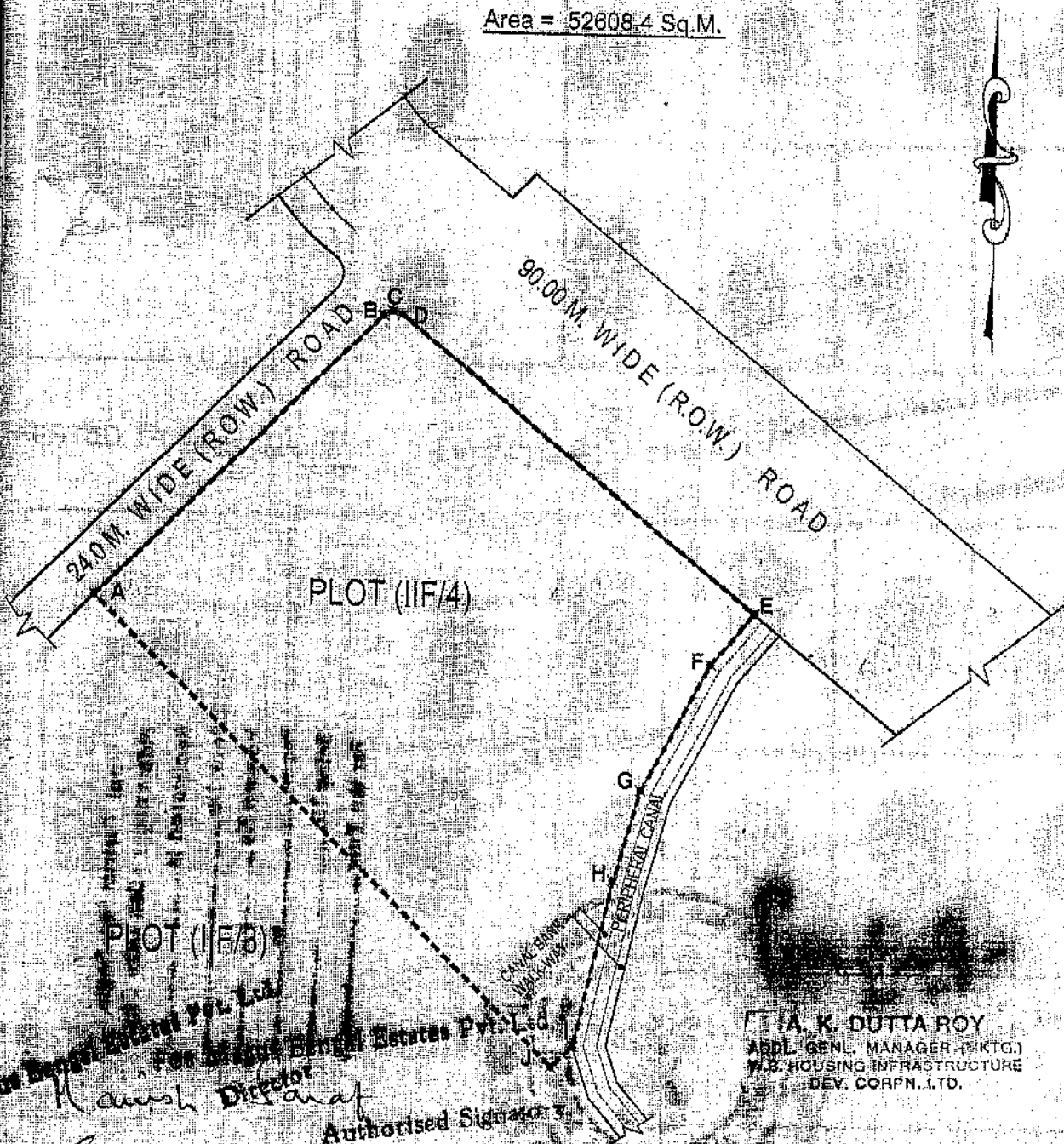
Additional District Sub-Registrar
Bidhanagar (Salt Lake City)

Registered in.....
 Book No..... 109.....
 Volume No..... 136.....
 Pages..... 1855.....
 Being No.....
 For the Year..... 2007

SITE PLAN OF PLOT NO. IIF/4 OF NEW TOWN, KOLKATA.

SCALE - 1:3000

Area = 52608.4 Sq.M.



For Bengal Bengal Estates Pvt. Ltd.
Kamish Director
Sansar Singh
10/10/1991
10/10/1991
 Authorised Signatory

A. K. DUTTA ROY
 ADDL. GENL. MANAGER (MKTG.)
 W.B. HOUSING INFRASTRUCTURE
 DEV. CORPN. LTD.

Station From	Station To	Length (in meter)
A	B	187.750
B	C	4.681
C	D	4.682
D	E	214.562
E	F	31.084
F	G	67.791
G	H	44.079
H	I	78.855
I	J	14.119
J	A	306.013

Authorised Signatory
 ALL DIMENSIONS ARE IN METER



Salt Lake Stadium Complex, Gate No.3, Sector III, Salt Lake, Cal-91.

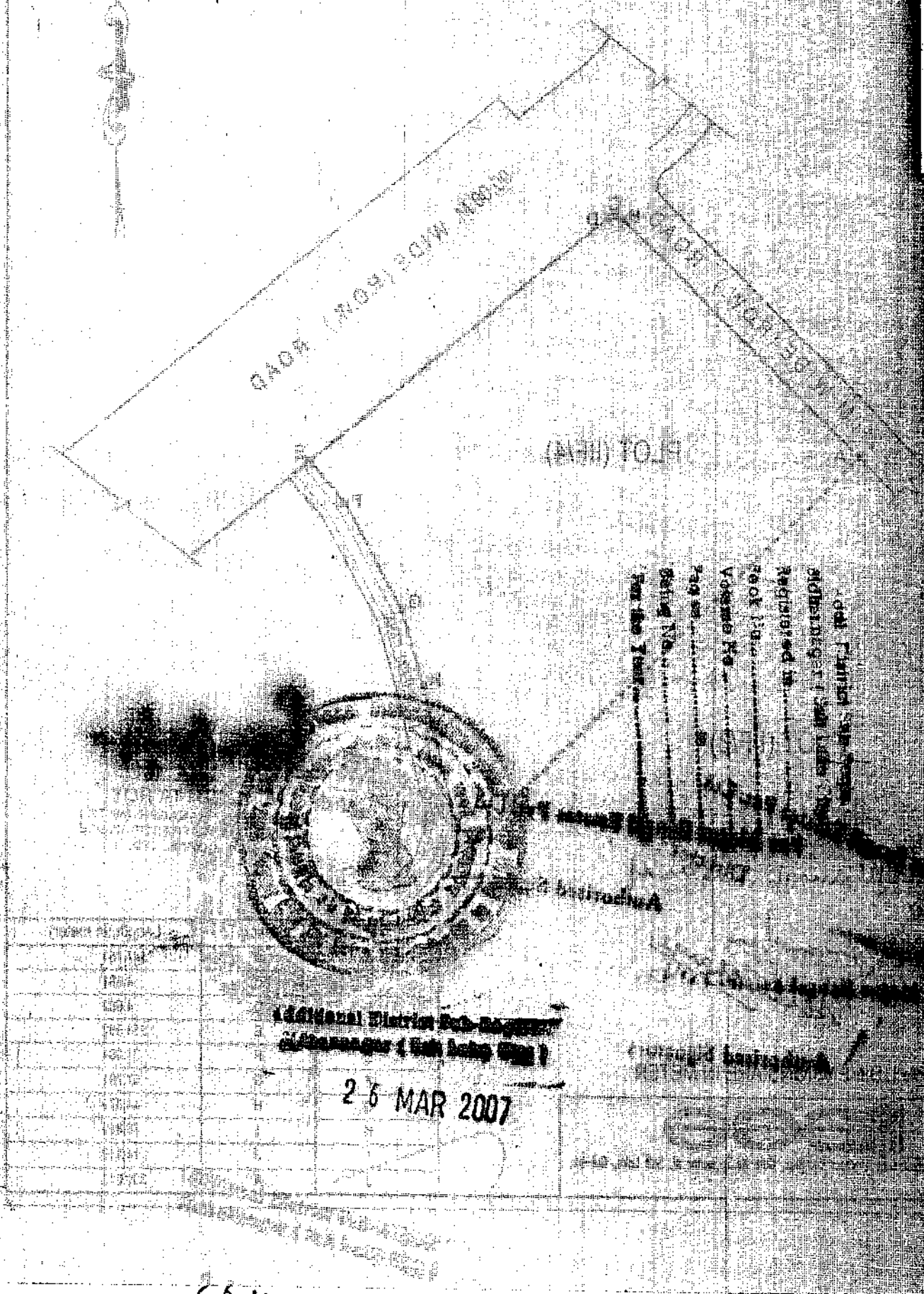
ATTESTED :-

GRATUR
PESSEN
EUTAN
UYER/C
OTH F

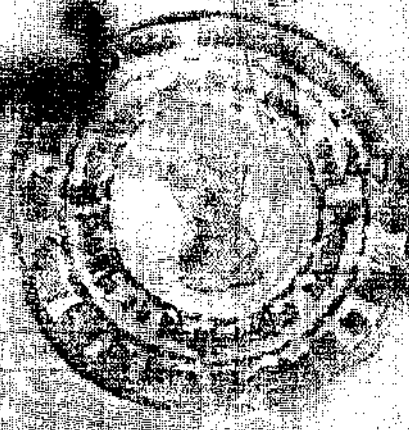
SITE PLAN OF PLOT NO. 111A
OF NEW TOWN, KOLKATA

SCALE: 1:1000

Area: 1.25 Hectare



Registered in
Vol. No. 111
Serial No. 111
For the Town



Municipal District Sub-Division
Kolkata (North West Zone)

26 MAR 2007

26 MAR 2007

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DATED THIS 26th DAY OF March 2007

BETWEEN

WEST BENGAL HOUSING INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.
... VENDOR

AND

MAGUS BENGAL ESTATES PVT. LTD.
... PURCHASER

DEED OF CONVEYANCE
(FREEHOLD IT)