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09.03.2013

(Original)

Property :

160 Manicktala Main Road, Kolkata 700054

DEED OF CONVEYANCE

BETWEEN

KALAMUNJ REAL ESTATE PVT. LTD. & ANR.

... VENDORS

AND

TANISHQUE VINIMAY PVT. LTD. & 15 ORS.

... PURCHASERS

Registered with the ADSR Sealdah In Book No. I Volume No. 2
Page Nos. 4762 to 4798 and Being Number 745 for the year 2012.

1159

00749



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

E 795399

Q 1270

9/3/2012

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

v.c-278

1.87 77.889

Additional Registrar
Sarakah

9/3/2012

THIS INDENTURE OF CONVEYANCE made this 9th day of March. Two Thousand Twelve BETWEEN (1) KALAMUNJ REAL ESTATE PRIVATE LIMITED (PANAADCK1364M), a Company incorporated under the Companies Act 1956 and having its registered office at 3A Hare Street, "Ashoka House", 5th Floor, Kolkata-700001 represented by its Director Sri Shyam Sundar Patodia. and (2) KALAMUNJ NIKETAN PRIVATE LIMITED (PAN AADCK1463H), a company incorporated under the

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206825



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226071

14 FEB 2012

Date.....
 Sold To... *Samudra Vyapaar Pvt Ltd*
 Of..... *22B, Rabindra Sarani,*
 Rs..... *1000* *197.73*
 P. CHATTERJEE
 18, India Exchange Place, Kol-1
 Licenced Stamp Vender



Prithvi Weraaj Mukherjee
 (PRITHVI WERAJ MUKHERJEE)

832 *Prithvi Weraaj Mukherjee*



833

KALAMUNJ REALSTATE PVT. LIMITED
Shyam Sunder Patra
 Authorized Signatory / Director



833

KALAMUNJ NIKETAN PVT. LTD.
Shyam Sunder Patra
 Authorized Signatory / Director



Companies Act 1956 and having its registered office at 3A Hare Street, "Ashoka House", 5th Floor, Kolkata 700001 represented by its Director Sri Shyam Sundar Patodia hereinafter collectively referred to as "the **VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-office) of the **FIRST PART AND (1) TANISHQUE VINIMAY PVT. LTD.** (PAN AACCP6958K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 1, British India Street, Kolkata 700069 represented by its Director Mr. Prithwiraj Mukherjee, **(2) SAMUDRA VYAPAAR PVT. LTD.** (PAN AALCS3154R), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 29B, Rabindra Sarani, Kolkata 700073 represented by its Director Mr. Prithwiraj Mukherjee, **(3) SA NIKET PVT. LTD.** (PAN AALCS6141E), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 164/1, Manicktala Main Road, Kolkata 700054 represented by its Director Mr. Prithwiraj Mukherjee, **(4) SHANSUD MARKETING PVT. LTD.** (PAN AAEC30383F), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No.2d, Queens Park, Kolkata 700019 represented by its Director Mr. Abhisekh Agarwal, **(5) MANI GRIHA NIRMAN PVT. LTD.,** (PAN AAHCM2164K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 164/1, Manicktala Main Road, Kolkata 700054 represented by its Director Mr. Binod Kumar Agarwal, **(6) PARASMANI PROPERTIES PVT. LTD.,** (PAN AADCP5077E), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 2d, Queens Park, Kolkata 700019 represented by its Director Mr. Sameer V. Agarwal, **(7) ELEPHANTUS DEVELOPERS PVT. LTD.,** (PAN AACCE9310L), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithwiraj Mukherjee, **(8) FRESA BUILDERS PVT. LTD.,** (PAN AABCF8848D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithwiraj Mukherjee, **(9) FRESA REAL ESTATE PVT. LTD.,** (PAN AABCF8849C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, **(10) FRESA CONSTRUCTIONS PVT. LTD.,** (PAN AABCF8851C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its

For Tanishque Vinimay Pvt. Ltd.
Samudra Vyapaar Pvt. Ltd.
Sa Niket Pvt. Ltd.
Elephantus Developers Pvt. Ltd.
Fresa Builders Pvt. Ltd.
Fresa Constructions Pvt. Ltd.
Historia Builders Pvt. Ltd.
Fresa Properties Pvt. Ltd.

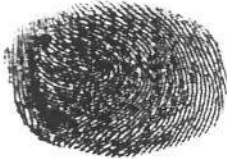


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Prashant Mukherjee

(Director/Authorised Signatory)

PARASHMANI PROPERTIES PVT. LTD



836

Sameer Agrawal

Authorised Signatory/Director

HANSUD MARKETING PVT. LTD



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A. Anand

Director/Authorised Signatory

For Mani Griha Nirman Pvt. Ltd.
Fresa Real Estate Pvt. Ltd.
Elephantus Projects Pvt. Ltd.
Fragum Real Estate Pvt. Ltd.
Fragum Projects Pvt. Ltd.
Bloombuilt Construction Pvt. Ltd.

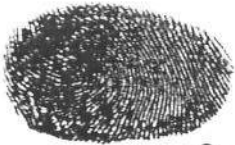


839

Prashant Mukherjee

(Director/Authorised Signatory)

MANI SQUARE LIMITED



837

Sudhakar Chatterjee

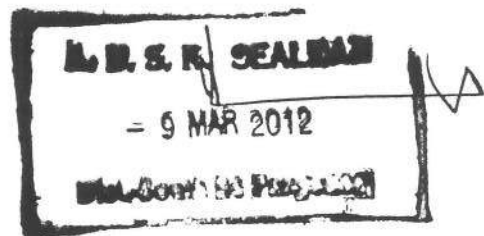
Director/Authorised Signatory



Identification by me

P. V. Paul

P. V. PAUL
/o. Late P. Varkey
164/1, Manicktala Main Road
Kolkata - 700 054



Director Mr. Prithiwiraj Mukherjee, ~~(11)~~ **ELEPHANTUS PROJECTS PVT. LTD.**, (PAN AACCE9310L), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, ~~(12)~~ **HISTORIA BUILDERS PVT. LTD.**, (PAN AACCH8250Q), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Prithiwiraj Mukherjee, ~~(13)~~ **FRAGUM REAL ESTATE PVT. LTD.**, (PAN AABCF8845Q), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Binod Kumar Agarwal, ~~(14)~~ **FRAGUM PROJECTS PVT. LTD.**, (PAN AABCF8844R), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, ~~(15)~~ **FRESA PROPERTIES PVT. LTD.**, (PAN AABCF8850D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, ~~(16)~~ **BLOOMBUILT CONSTRUCTION PVT. LTD.** (PAN AAECB8402A) a Company within the meaning of the Companies Act, 1956 and having its registered office at 9/1 Lower Rawdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal all hereinafter collectively referred to as "the **PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-office and/or assigns) of the **SECOND PART AND MANI SQUARE LIMITED**, (PAN AABCR3668M) a Company incorporated under the Companies Act, 1956 having its Registered Office at No.2D Queens Park, Kolkata 700019, represented by its Director Mr. Srikant Jhunjhunwala hereinafter referred to as "the **MSL / MANI SQUARE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **THIRD PART**.

WHEREAS:

- A. By a Deed of Conveyance (made in Bengali language) dated 13th July 1928, made between Smt. Subarnamoyee Dassi as the Vendor and Mahadeb Singh as the Purchaser and duly registered in the office of the Sub-Registrar, Sealdah and recorded in Book No.1, Volume No.21,













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Pages from 95 to 98 Being No.1240 for the year 1928, the said Smt. Subarnamoyee Dassi for the consideration mentioned therein granted sold transferred and conveyed unto and to the said Mahadeb Singh **All That** piece and parcel of revenue redeemed land measuring 15 Cottahs 2 Chittacks more or less, lying situate and being the Municipal Premises No.88, Manicktala Main Road, Calcutta which was subsequently renumbered and known as Municipal Premises No.160, Manicktala Main Road, Kolkata, which is more fully and particularly described in the Schedule thereunder written and also in the **First Schedule** hereunder written and hereinafter referred to as "the **said Premises**", absolutely and forever.

- B. While being seized and possessed of the said Premises, the said Mahadeb Singh, a Hindu, died intestate leaving behind him his widow namely, Smt. Bechumoni Bewa and two sons namely, Kanailal Singh and Balai Chandra Singh as his only heirs heiress and legal representatives, who all upon his death inherited and became entitled to the said Premises, absolutely and forever and in equal shares, who subsequently got their names recorded in the records of the then Calcutta Municipal Corporation as the joint owners of the said Premises;
- C. The said Balai Chandra Singh, a Hindu, died intestate on 10th April 1957 leaving behind him surviving his widow namely, Smt. Ambica Singh, his only son namely, Gopal Singh and his two daughters Bhagyabala Singh and Kalibala Mondal, as his only heir heiresses and legal representatives, who all upon his death inherited and became entitled to his undivided share in the said Premises, absolutely and forever and in equal shares;
- D. The said Kanailal Singh, elder son of the said Mahadeb Singh and Smt. Bechumoni Bewa, died intestate on 27th December 1958, leaving behind him surviving his widow namely, Smt. Panchibala Singh, and his three sons namely Madan Singh, Ratan Singh and Sankar Singh, and his three daughters namely, Chitra Mondal, Kanchan Singh and Mira Hazra, as his only heirs, heiresses and legal representatives, who all upon his death inherited and became entitled to his undivided share in the said Premises, absolutely and forever and in equal shares;









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- E. The said Smt. Bechumoni Bewa, a Hindu during her lifetime and also at the time of her death governed by the Mitakshara School of Hindu Law, died intestate on 2nd April 1966, leaving her surviving the heirs of her two predeceased sons Kanailal Singh and Balai Chandra Singh as only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to his undivided share in the said Premises, absolutely and forever and in equal shares;
- F. In or about the year 1980, the said Gopal Singh and others being the son, two daughters and widow of the said late Balai Chandra Singh filed a Title Suit No.35 of 1980 in the 9th Court of the Subordinate Judge at Alipore (Gopal Singh & Ors. - Versus - Madan Chandra Singh & Ors) against Madan Chandra Singh and Others, being the legal heirs heiresses and legal representative to the estate of said Kanailal Singh, seeking partition and for rendition of accounts of joint properties which had been inherited by the heirs of said Kanailal Singh and Balai Chandra Singh;
- G. By an Order dated 14th March, 1983 passed in the said Title Suit No.35 of 1980 (Gopal Singh & Ors.- Versus - Madan Chandra Singh & Ors), the Learned 9th Court of the Subordinate Judge at Alipore decreed the said Suit in a preliminary form wherein it was decreed that the Plaintiffs viz. Gopal Singh, his two sisters Bhagyabala Singh and Kalibala Mondal and their mother, Smt. Ambica Singh were jointly entitled to $\frac{1}{2}$ (one-half) share in the said Premises and the Defendants, Madan Chandra Singh and Others being the sons daughters and widow of Kanailal Singh got the remaining $\frac{1}{2}$ (one-half) share in the said Premises;
- H. The said Smt. Ambica Singh, widow of Balai Chandra Singh, a Hindu, died intestate on 15th November 1983 leaving her surviving her only son namely, Gopal Singh and her two daughters Bhagyabala Singh and Kalibala Mondal, as her only heir heiresses and legal representatives, who all upon her death inherited and became entitled to her undivided share in the said Premises, absolutely and forever and in equal shares;
- I. In the events aforesaid Gopal Singh, Bhagyabala Singh and Kalibala Mondal jointly became entitled to undivided $\frac{1}{2}$ (one-half) share in the said Premises.



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- J-1. The said Gopal Singh, Bhagyabala Singh and Kalibala Mondal by three separate Sale Deeds all dated 6th October 1994 duly registered at the office of the Registrar of Assurances, Kolkata being the Deeds No. 749, 640 and 406 of 1997, the said Gopal Singh, Bhagyabala Singh and Kalibala Mondal for the consideration therein mentioned sold and transferred their undivided one-half share or interest (equivalent to 7 Cottahs 9 Chittacks) in the said Premises unto and in favour of Dulal Kanti Saha, Santanu Kumar Saha, Jayanta Kumar Saha and Smt. Jaya Rani Saha;
- J-2. By reason of sale effected by the aforesaid three separate Sale Deeds all dated 6th October 1994, the said Gopal Singh, Bhagyabala Singh and Kalibala Mondal became divested of all their rights title and interest in the said Premises and all and every part thereof.
- K. Accordingly, said Dulal Kanti Saha, Santanu Kumar Saha, Jayanta Kumar Saha and Smt. Jaya Rani Saha jointly became entitled to the undivided $\frac{1}{2}$ (one-half) share in the said Premises and the other $\frac{1}{2}$ (one-half) share of the said Premises continued to belong to the said Madan Singh, (2) Ratan Singh, (3) Sankar Singh, 4) Chitra Mondal, (5) Kanchan Singh, (6) Mira Hazra and (7) Panchibala Singh;
- L-1. By a Deed of Sale dated 31st March 2004 made between the said (1) Madan Singh, (2) Ratan Singh, (3) Sankar Singh, 4) Chitra Mondal, (5) Kanchan Singh, (6) Mira Hazra and (7) Panchibala Singh as the Vendors of the One Part and (1) Jayanta Kumar Saha, and (2) Santanu Kumar Saha of the Other Part and duly registered with the Additional District Sub-Registrar, Sealdah, South 24 Parganas in Book No.I, Volume No.29, Pages 159 to 170 Being No.643 for the Year 2007, the said Madan Singh and Others, for the consideration therein mentioned, granted sold transferred and conveyed unto and in favour of said **Jayanta Kumar Saha and Santanu Kumar Saha All That** undivided 3 Cottahs of homestead land, with structures thereat, out of their share in the said Premises No.160 Manicktala Main Road, Kolkata, with passage rights as therein mentioned, absolutely and forever free from all encumbrances and liabilities;









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- L-2. By a Saaf Kobala (in Bengali) dated the 30th March 2004 and duly registered in the office of the A.D.S.R. Sealdah and recorded in Book No.I Volume No.30 Pages 1 to 12 Being No.512 for the year 2006, the said Madan Singh, Ratan Singh, Sankar Singh, Chitra Mondal, Kanchan Singh, Mira Hazra and Panchibala Singh, for the consideration therein mentioned granted sold transferred and conveyed unto and to Gobindo Das and Smt. Sandhya Das **All That** the undivided 4 Cottahs of homestead land, with structures thereat, out of their share in the said Premises No.160 Manicktala Main Road, Kolkata, with passage rights as therein mentioned, absolutely and forever free from encumbrances and liabilities whatsoever.
- L-3. By reason of sales effected by the aforesaid two conveyances dated 31st March 2004 and 30th March 2004, the said Madan Singh, Ratan Singh, Sankar Singh, Chitra Mondal, Kanchan Singh, Mira Hazra and Panchibala Singh became divested of all their rights title and interest in the said Premises and all and every part thereof.
- L-4. The said Gobindo Das and Smt. Sandhya Das subsequently sold conveyed and transferred to (1) Abhista Tieup Private Limited (2) Bobson Barter Private Limited, (3) Brisk Commotrade Private Limited, (4) Facit Contrade Private Limited, (5) Fischer Traders Private Limited, (6) Jewel Star Dealers Private Limited, (7) Manali Commodities Private Limited, (8) Narang Tracom Private Limited, (9) Nav Sikha Mercantile Private Limited, (10) Montradic Vyapaar Private Limited, (11) Sunshine Tracon Private Limited, (12) Sunstar Vyapaar Private Limited, (13) Megasin Barter Private Limited, (14) Mani Gopal Villa Private Limited, (15) Mani Kunj Properties Private Limited, (16) Mani Matrix Villa Private Limited, (17) Mani Villa Properties Private Limited, (18) Jewel Star Distributors Private Limited, (19) Manideepa Niket Private Limited, (20) Guardian Vanijya Private Limited, (21) Mani Park Estates Private Limited, (22) Mani Hirise Private Limited, (23) Shree Mani Vanijya Private Limited, (24) Suryanshi Barter Private Limited, (25) Shorya Vyapar Private Limited, (26) Zimco Mercantile Private Limited, (27) Snehdeep Vincom Private Limited, (28) Mani Akash Private Limited, (29) Mani Gopal Niket Private Limited, (30) Manihar Builders Private Limited, (31) Manikarn Developers Private Limited, (32) Manideepa Enclave Private Limited, (33) Manila Hirise Private Limited, (34) Maniam Enclave Private Limited, (35) Mani Gopal Enclave Private



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Limited and (36) Mani Uday Properties Private Limited (all collectively for brevity called "the **Amalgamated Companies**") **All That** the said undivided 4 Cottahs of homestead land, with structures thereat, in the said Premises No.160 Manicktala Main Road, Kolkata, with passage rights as therein mentioned, absolutely and forever free from encumbrances and liabilities whatsoever, under and by virtue of the Indenture of Conveyance dated 16th April 2010 registered with the Additional District Sub-Registrar, Sealdah in Book-I, CD Volume No.3 Pages 5934 to 5953 Being No.01145 for the year 2010, as rectified / supplemented by the Deed of Declaration / Rectification dated 10th August 2010 registered with the Additional District Sub-Registrar, Sealdah in Book-I, CD Volume No.5 Pages 6673 to 6683 Being No.2328 for the year 2010.

L-5. By and in terms of the Order dated 18th August 2011 passed by the Hon'ble High Court at Calcutta in C.P. No.355 of 2011 connected with Company Application No.398 of 2011 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Abhista Tieup Private Limited & Others (being the said Amalgamated Companies) and In the Matter of Mani Square Limited], all the properties, rights, powers and interest and assets and undertakings of the said Amalgamated Companies were transferred with effect from 1st April 2010 vested in the said Mani Square Limited without any further act or deed. The said Order of Amalgamation has been registered with the Additional District Sub-Registrar, Sealdah in Book-I, CD Volume No.7 Pages 10210 to 10324 Being No.03315 for the year 2011.

M-1. The said Dulal Kan̄ti Saha, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 4th October 2005 leaving him surviving his widow namely, the said Jaya Rani Saha, and his two sons namely, the said Jayanta Kumar Saha and Santanu Kumar Saha and only daughter Soma Saha, as his only heirs, who all upon his death inherited and became entitled to his undivided share in the said Premises, absolutely and forever and in equal shares.

M-2. In the events aforesaid, the said Jayanta Kumar Saha, Jaya Rani Saha, Santanu Kumar Saha and Soma Saha jointly become the owners of and were also absolutely seized and possessed of and/or



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otherwise well and sufficiently entitled to **All That** one-half share in the said Premises.

- N. That by an Indenture of Conveyance dated 21st September 2007 made between said (1) Smt. Jaya Rani Saha, (2) Jayanta Kumar Saha, (3) Santanu Kumar Saha and (4) Smt. Soma Saha, therein collectively referred to as the Vendors of the One Part and the **Vendor No.1 herein, Kalamunj Real Estate Private Limited**, therein referred to as the Purchaser of the other Part and duly registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 9 Pages from 6336 to 6356 as Being No. 03555 for the Year 2010, the said Smt. Jaya Rani Saha and others for the consideration therein mentioned sold conveyed and transferred unto and to the **Vendor No.1 herein, Kalamunj Real Estate Private Limited, All That** their ½ (one-half) share (therein stated to be equivalent to 7 Cottahs 9 Chittacks of land) in the said Premises, with structures thereat, absolutely and forever.
- O. By an Indenture of Conveyance dated 21st September 2007 made between the said Jayanta Kumar Saha and Santanu Kumar Saha therein jointly referred to as the Vendors of the One Part and the **Vendor No.2 herein, Kalamunj Niketan Private Limited**, therein referred to as the Purchaser of the other Part and duly registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No. 9, Pages from 6318 to 6335, as Being No. 03554 for the Year 2010, the said Jayanta Kumar Saha and Santanu Kumar Saha for the consideration therein mentioned sold conveyed and transferred unto and to the **Vendor No.2 herein, Kalamunj Niketan Private Limited, All That** their 3 (three) Cottahs of land in the said Premises, absolutely and forever;
- P. The said Premises is a land-locked property having no independent access to any public road and the access to the said Premises has been provided by the owners of adjacent properties as follows:
- a) The owners of the adjoining premises No.33 Canal Circular Road had permitted the owners and occupiers of the said Premises to use a narrow strip of land comprised in and forming part of the said adjoining premises No.33 Canal Circular Road solely for the purpose of ingress and egress in common with the owners and



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occupiers of the said adjoining premises No.33 Canal Circular Road and other persons granted similar user rights, which strip of land is delineated in the plan annexed hereto duly bordered thereon in "**Pink**". The said narrow strip of land is a part of the said adjoining premises No.33 Canal Circular Road and the ownership thereof is vested in the owners of the said adjoining premises No.33 Canal Circular Road and notwithstanding anything to the contrary contained anywhere else or in the documents of title relating to the said Premises or otherwise, the Vendors hereby confirm that other than the right of ingress and egress over and along the said narrow strip of land, the Vendors have no right title interest claim demand whatsoever over the same.

- b) Similarly, the owners of the adjoining premises Nos.162A and 162B Manicktala Main Road had permitted the owners and occupiers of the said Premises to use a narrow strip of land comprised in and forming part of the said adjoining premises Nos.162A and 162B Manicktala Main Road solely for the purpose of ingress and egress in common with the owners and occupiers of the said adjoining premises Nos.162A and 162B Manicktala Main Road and other persons granted similar user rights, which strip of land is delineated in the plan annexed hereto duly bordered thereon in "**Yellow**". The said narrow strip of land is a part of the said adjoining premises Nos.162A and 162B Manicktala Main Road and the ownership thereof is vested in the owners of the said adjoining premises Nos.162A and 162B Manicktala Main Road and notwithstanding anything to the contrary contained anywhere else or in the documents of title relating to the said Premises or otherwise, the Vendors hereby confirm that other than the right of ingress and egress over and along the said narrow strip of land, the Vendors have no right title interest claim demand whatsoever over the same.

Q-1. The said Premises upon actual survey and measurement has been found to contain an area of 13 Cottahs 15 Chittacks more or less. The Vendors and MSL / Mani Square, as and being the only owners of the said Premises, hereby confirm and record that notwithstanding anything to the contrary contained anywhere else or in the documents of title relating to the said Premises or otherwise, the fact is that the








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entirety of the said Premises was always and still is undivided and has not been partitioned or divided and admeasures 13 Cottahs 15 Chittacks. This fact, as well as the facts relating to ingress and egress to and from the said Premises as hereinbefore recited, is duly confirmed by the Vendors as well as the said MSL / Mani Square.

Q-2. In view of the said Premises having been found to contain an area of 13 Cottahs 15 Chittacks (i.e. 13.9375 Cottahs) more or less upon actual survey and measurement as aforesaid, the shares of Vendors and MSL / Mani Square in the said Premises stands as hereinbelow mentioned, and none of the Vendors or the said MSL / Mani Square shall raise any objection with regard thereto in any manner whatsoever:

Sl. No.	Name of Owner	Share in the said Premises	Equivalent Area owned in the said Premises
1.	Kalamunj Real Estate Private Limited	50%	6.96875 Cottahs
2.	Kalamunj Niketan Private Limited	21.428%	2.9865275 Cottahs
3.	Mani Square Limited	28.572%	3.9822225 Cottahs
	Total:	100%	13.9375 Cottahs

R. The Vendors had represented before and assured the Confirming Party, and also hereby represent before and assure the Purchasers and warrant in favour of the Purchasers, *inter alia*, that the facts recited hereinabove are all true and correct and that the Vendors are fully seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All That 71.428% undivided share** in the said Premises (**equivalent to 9.9552775 Cottahs** more or less of land comprised in the said Premises), with **50% share** in the said Premises (equivalent to **6.96875 Cottahs**) being owned by Vendor No.1 herein, Kalamunj Real Estate Private Limited and **21.428% share** in the said Premises (equivalent to **2.9865275 Cottahs**) being owned by Vendor No.2 herein, Kalamunj Niketan Private Limited, and the same is fully described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **Conveyed Property**", absolutely and forever free from all encumbrances mortgages ~~charges~~ liens ~~lispendens~~



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attachments trusts uses debutters leases thika tenancies occupancy rights claims demands vestings acquisitions requisitions alignments liabilities whatsoever or howsoever.

- S. The Vendors have agreed to sell and the purchasers have agreed to purchase the said Conveyed Property at an aggregate consideration of Rs. 1,83,00,000/- (Rupees one crore eighty three lacs) only, out of which Rs. 1,28,10,000/- (Rupees one crore twenty eight lacs ten thousand) only is payable to the Vendor No.1 herein, Kalamunj Real Estate Private Limited and Rs. 54,90,000/- (Rupees fifty four lacs ninety thousand) only is payable to the Vendor No.2 herein, Kalamunj Niketan Private Limited. The sale of the said Conveyed Property has been agreed to be absolutely and forever free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and the purchasers have agreed to purchase the same relying on the representations assurances declarations and confirmations made and/or given by the Vendors hereinabove and believing the same to be true and correct and acting on faith thereof.
- T. All amounts receivable by the Vendors have been duly received by them respectively and the Purchasers have been put in possession of the said Conveyed Property.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. 1,83,00,000/- (Rupees one crore eighty three lacs) only of the lawful money of the Union of India in hand and well and truly paid by the Purchasers to the Vendors at or before the execution hereof, out of which Rs. 1,28,10,000/- (Rupees one crore twenty eight lacs ten thousand) only has been paid to the Vendor No.1 herein, Kalamunj Real Estate Private Limited and Rs. 54,90,000/- (Rupees fifty four lacs ninety thousand) only has been paid to the Vendor No.2 herein, Kalamunj Niketan Private Limited (the receipt whereof the Vendors do and each of them doth hereby as also by the Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers as also the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly and absolutely



REGD SEAL
= 9 MAR 2012