

interest use trust property claim and demand whatsoever both at law or in equity of the Vendors and each of them into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any of them or any person or persons from whom the Vendors or any of them may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors have been and are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right



A. D. S. R. SEALDAH
- 9 MAR 2012

full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;

- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights restrictive covenants lispensens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title;
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid;
- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictive covenants liens attachments lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid;



A. D. S. R. SEALDAH
- 9 MAR 2012
Dist. Sealdah, S. 24 Parganas

- (vii) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers or any of them do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers or any of them;
- (viii) **AND THAT** the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers or any of them produce or cause to be produced to the Purchasers or any of them or their agent or agents or any person or persons as the Purchasers or any of them may direct or appoint or in any suit or proceeding or otherwise the documents-of-title and all other papers and documents relating to the said Premises / Conveyed Property and/or the said Larger Premises or any part thereof which have not been expressly delivered to the Purchaser, including those hereinbefore recited, and will permit the same to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers or any of them and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled;
- (ix) **AND ALSO THAT** the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and each of them and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or any of them or the Purchasers'



M. D. S. R. SEALDAR
- 9 MAR 2012

successors or successors in title or interest by reason of any defect in the title of the Vendors to the properties rights title and interest hereby conveyed or by reason of any of the representations declarations and assurances made by the Vendors herein being found to be untrue, incorrect, false or misleading.

III. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY RECORD DECLARE CONFIRM that with effect from the date hereof the Vendors and each of them shall stand divested of all their rights title interest claim demand whatsoever in the entirety of the said Premises / Conveyed Property and also the said Larger Property and all and every part thereof unto and in favour of the Purchasers.

IV. AS AMONGST THE PURCHASERS, it is agreed declared and recorded that each of the Purchaser No. 1 Tanishque Vinimay Pvt. Ltd., Purchaser No. 2 Samudra Vyapaar Pvt. Ltd. and the Purchaser No. 3 SA Niket Pvt. Ltd. are respectively purchasing an undivided 1 (one) Chittack of land in the said premises and the remaining purchasers are purchasing remaining land comprised in the said premises in equal shares.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said Larger Premises)

ALL THAT the pucca brick built messuages tenements hereditaments and premises together with the piece or parcel of Bastu land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 03 (three) Bighas 09 (nine) Cottahs 08 (eight) Chittacks 42 (forty-two) Square Feet more or less situate lying at and being premises No.33 Canal Circular Road, Police Station Manicktolla, Kolkata, (formerly comprised in Holding Nos.100 and 100A, Grand Division No.II, Sub-Division-V, Dihi Panchannagram, Touzi No.2388, in Mouza Nayabad of the Collectorate of 24-Parganas), under Sub-Registration Office Sealdah, within Ward No.31 of The Kolkata Municipal Corporation, as delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:

On the **North** : Partly by premises No.34 Canal Circular Road and partly by premises No.159 Manicktola Main Road, Kolkata;





M. D. S. R. SEALDAH
- 9 MAR 2012

- On the **South** : Partly by premises No.157 Manicktola Main Road and partly by Manicktola Main Road, Kolkata;
- On the **East** : Partly by premises No.161 Manicktola Main Road and partly by premises No.163 Manicktola Main Road, Kolkata;
- On the **West** : By premises No.156 Manicktola Main Road, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Premises / Conveyed Property)

ALL THAT piece or parcel of Bastu land containing an area of 60 Cottahs (equivalent to 3 Bighas) more or less out of 3 Bighas 9 Cottahs 8 Chittacks 42 square feet more or less of land comprised in the said Larger Premises No.33 Canal Circular Road, Kolkata 700054 described in the **First Schedule** hereinabove written [being the portion allotted to the predecessors-in-title of the Vendors in lieu of their **7/8th (seven-eighth) undivided share** in the said Larger Premises], along with existing tali shed thereat measuring 6000 square feet more or less, in Ward No.32, being Holding Nos.100 and 100A, Mouza Nayabad, Additional District Sub-Registrar Office Sealdah, District South 24-Parganas within the limits of The Kolkata Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the abovenamed **VENDORS** namely

(i) **Prime Tradecom Pvt. Ltd.**

through its Director Sri Shyam Sundar Patodia duly authorised by a Board of Directors Resolution dated 16.02.2012

and (ii) **Breeze Vinimay Pvt. Ltd.**

through its Director Sri Shyam Sundar Patodia duly authorised a Board of Directors resolution dated 14.02.2012

(iii) **Overtone Dealcom Pvt. Ltd.**

through its Director Sri Shyam Sundar

PRIME TRADECOMM PVT. LTD.

Sri Shyam Sundar Patodia
Authorised Signatory / Director

BREEZE VINIMAY PVT. LTD.

Sri Shyam Sundar Patodia
Authorised Signatory / Director

OVERTONE DEALCOM PVT. LTD.

Sri Shyam Sundar Patodia
Authorised Signatory / Director



A. D. S. R. SEALDAR
- 9 MAR 2012

Patodia duly authorised a Board of Directors resolution dated 21.02.2012

(iv) Snowbird Tieup Pvt. Ltd. through its Director Sri Shyam Sundar Patodia duly authorised a Board of Directors resolution dated 22.02.2012

(v) Pagoda Vyapaar Pvt. Ltd. through its Director Sri Shyam Sundar Patodia duly authorised a Board of Directors resolution dated 24.02.2012

(vi) Saraswati Vanijya Pvt. Ltd. through its Director Sri Shyam Sundar Patodia duly authorised a Board of Directors resolution dated 08.02.2012

(vii) Mini Max Tie-up Pvt. Ltd. through its Director Sri Vijay Patodia duly authorised a Board of Directors resolution dated 03.02.2012

(viii) Evergreen Commotrade Pvt. Ltd. through its Director Sri Vijay Patodia duly authorised a Board of Directors resolution dated 24.02.2012 who have executed these presents at **Kolkata** in the presence of:

- 1) Rakesh Sureka
RAKESH SUREKA
S/o Late Satya Narayan Sureka
565/1, S.K. Deb Rd.
Kolkata-700048
- 2) Jitankar Chakraborty
S/o Late Jyotirmoy Chakraborty
3A, Hare Street, Kolkata-700001.

SIGNED SEALED AND DELIVERED

by the abovenamed **PURCHASERS** at **Kolkata** in the presence of:

Ajun Karmakar
S/o. Late R.C. Karmakar
164/1, Manicktala Main Rd.
Kolkata - 700054

SNOWBIRD TIE-UP PVT. LTD.

Shyam Sundar Patodia
Authorised Signatory / Director

PAGODA VYAPAAR PVT. LTD.

Shyam Sundar Patodia
Director / Authorised Signatory

SARASWATI VANIJYA PVT. LTD.

Shyam Sundar Patodia
Authorised Signatory / Director

MINIMAX TIE-UP PVT. LTD.

Patodia
Authorised Signatory / Director

EVERGREEN COMMOTRADE PVT. LTD.

Patodia
Authorised Signatory / Director

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.

[Signature]
(Director/Authorised Signatory)



A. D. S. R. SEALDAH
- 9 MAR 2012

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.

Pravin mukherjee

(Director/Authorised Signatory)

PARASMANI PROPERTIES PVT. LTD.

Ramesh Agarwal

Authorised Signatory/Director

HANSUD MARKETING PVT. LTD.

Agarwal

Director/Authorised Signatory

rafted by me

Amlan Nath
(Advocate)

AMLAN NATH
Advocate, High Court
43, Feeder Road
Calcutta-700056



A. D. S. R. SEALDAH
- 9 MAR 2012

RECEIPT AND MEMO OF CONSIDERATION NO.1:

RECEIVED of and from the withinnamed Purchasers the withinmentioned sum of **Rs. 7,92,00,000/- (Rupees seven crores ninety two lacs) only** being the consideration in full payable under these presents to the **Vendors** as per Memo written hereinbelow:

MEMO OF CONSIDERATION :**1. Prime Tradecom Pvt. Ltd. (Vendor No. 1)**

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06088577	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 21005465	Union Bank of India, Dharamtalla Branch	40,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097882	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 38050497	Union Bank of India, Dharamtalla Branch	25,00,000/-

2. Breeze Vinimay Pvt. Ltd. (Vendor No. 2)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06088782	Union Bank of India,	





L. D. S. R. SEALDAR
- 9 MAR 2012

		Ltd.	Branch		Dharamtalla Branch	14,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 21005528	Union Bank of India, Dharamtalla Branch	40,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097084	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 38051367	Union Bank of India, Dharamtalla Branch	25,00,000/-

3. Overtone Dealcom Pvt. Ltd. (Vendor No. 3)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06089116	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 21004767	Union Bank of India, Dharamtalla Branch	40,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097793	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 38049857	Union Bank of India, Dharamtalla Branch	25,00,000/-



L. D. S. R. SEALDAR
- 9 MAR 2012

4. Snowbird Tie-up Pvt. Ltd. (Vendor No. 4)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06089052	Union Bank of India, Dharamtalla Branch	18,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 21004986	Union Bank of India, Dharamtalla Branch	40,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097660	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 38050100	Union Bank of India, Dharamtalla Branch	25,00,000/-

5. Pagoda Vyapaar Pvt. Ltd. (Vendor No. 5)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06088395	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	24.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 24035163	Union Bank of India, Dharamtalla Branch	35,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097603	Union Bank of India, Dharamtalla Branch	22,00,000/-





M. D. S. R. SEALDAR
- 9 MAR 2012

4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12038050143	Union Bank of India, Dharamtalla Branch	25,00,000/-
---	------------	---------------------------	-------------------------------	------------------	---	-------------

6. Saraswati Vanijya Pvt. Ltd. (Vendor No. 6)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12006088331	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12021005589	Union Bank of India, Dharamtalla Branch	35,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12034093837	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	07.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12038050214	Union Bank of India, Dharamtalla Branch	25,00,000/-

7. Minimax Tieup Pvt. Ltd. (Vendor no. 7)

Sl. No.	Date of remittance	Payee Name	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount (Rs.)
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12006088953	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	21.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12021004823	Union Bank of India, Dharamtalla Branch	35,00,000/-





A. D. S. R. SEALDAR
- 9 MAR 2012