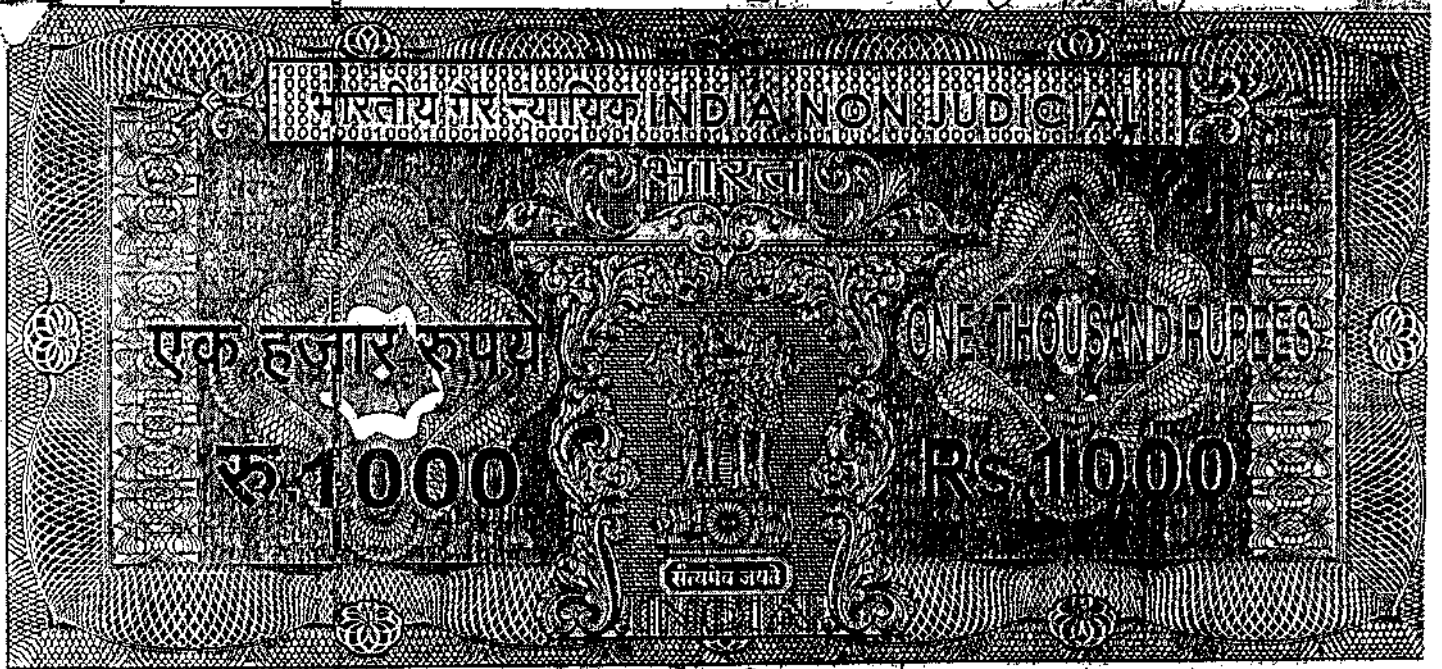


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(b. 2. 11, 13)



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

E 795401

Q. 1269

9/3/2012

MR-281 40200.000

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

Additional Registrar, West Bengal

THIS INDENTURE OF CONVEYANCE made with this effect on 9th day of March, Two Thousand Twelve, BETWEEN: (1) KALAMUNJ DEVELOPERS PRIVATE LIMITED (PAN: AADCK1632J) an existing Company incorporated under the Companies Act, 1956 having its Registered Office at Ashoka House, 3A, Hare Street, 5th floor, Kolkata - 700 001, represented by its Director, Sri Shyam Sundar Patodia (2) KALAMUNJ BUILDERS PRIVATE LIMITED (PAN: AADCK1634Q) an existing Company incorporated under the

Signature

R/R
A/2437

Stamp and signature area

Signature and stamp area

226076

14 FEB 2012

Date.....
 Sold To..... *Samudra Vyapaar Pvt Ltd*
 Of..... *29 B, Rajshikha Baranli*
 Rs..... *1000* *101.79*
 P. CHATTERJEE
 18, India Exchange Place, Kol-1
 Licensed Stamp Vendor

Promising mortgage



832 Promising mortgage



833

KALAMUNI DEVELOPERS PRIVATE LIMITED
Syama Sunder Patra
 Director / Authorized Signatory



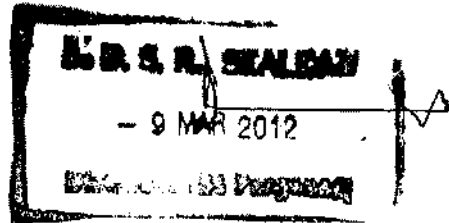
833 KALAMUNI BUILDERS PRIVATE LIMITED
Syama Sunder Patra
 Director / Authorized Signatory



833 KALAMUNI CONSTRUCTIONS PRIVATE LIMITED
Syama Sunder Patra
 Authorized Signatory / Director



833 KALAMUNI HEIGHT PRIVATE LIMITED
Syama Sunder Patra
 Authorized Signatory / Director



Companies Act, 1956 having its Registered Office at Ashoka House, 3A, Hare Street, 5th floor, Kolkata - 700 001 represented by its Director Sri Shyam Sundar Patodia **(3) KALAMUNJ CONSTRUCTION PRIVATE LIMITED** (PAN: AADCK4487F), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at Ashoka House, 3A, Hare Street, 4th floor, Kolkata-700 001 represented by its Director Sri Shyam Sundar Patodia AND **(4) KALAMUNJ HEIGHT PRIVATE LIMITED, (PAN AADCK4490N)** an existing Company incorporated under the Companies Act, 1956 having its Registered Office at Ashoka House, 3A, Hare Street, 4th floor, Kolkata - 700 001 represented by its Director Sri Shyam Sundar Patodia, all 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 successors' 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. Prithiwiraj 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. Prithiwiraj 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. Prithiwiraj Mukherjee, **(4) SHANSUD MARKETING PVT. LTD.** (PAN AAEC50383F), 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. Brijod 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) MANI SQUARE LTD.,** (PAN AABCR3668M) 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. Srikant Jhunjhunwala, **(8) ELEPHANTUS DEVELOPERS PVT. LTD.,** (PAN AACCE9313K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu

For Tanishque Vinimay Pvt. Ltd.
Samudra Vyspear 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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Pratiksha Muthija

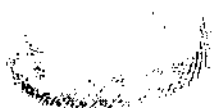
(Director/Authorised Signatory)



837

MANI SQUARE LIMITED
Sudhakar Srinivasan
Director/Authorised Signatory

PARASMANI PROPERTIES PVT. LTD



836

Srinivasan
Director/Authorised Signatory

CHANSUD MARKETING PVT. LTD



838

Manoj P
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

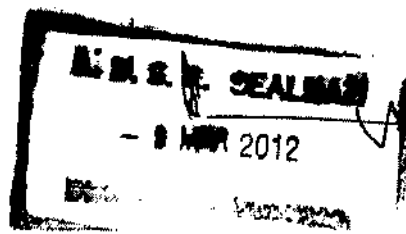
Srinivasan
(Director/Authorised Signatory)



Identified by me

P.V.P.

P. V. PAUL
Late P. Varkay
104/1, Manikhal Main Road
Kolkata - 700 054

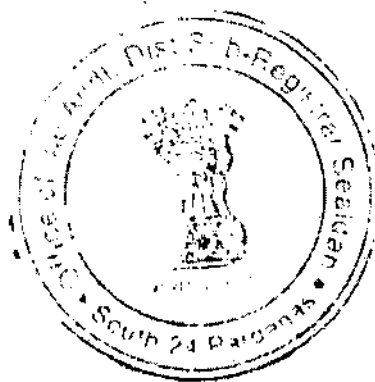


Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, **(9) FRESA BUILDERS PVT. LTD.**, (PAN AABCF8848D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, **(10) 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, **(11) 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 Director Mr. Prithiwiraj Mukherjee, **(12) 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, **(13) 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, **(14) FRAGUM REAL ESTATE PVT. LTD.**, (PAN AABCF8845Q), 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) FRAGUM PROJECTS PVT. LTD.**, (PAN AABCF8844R), 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, **(16) 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, **(17) 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**.









L. D. R. SEALAN
- 9 MAR 2012
[Signature]

WHEREAS:

- A. One Baidyanath Dutta was amongst others also the sole and absolute owner of Municipal Premises No. 162 Manicktala Main Road, Kolkata subject to the life interest of his mother Smt. Satya Kumari Dassi.
- B. By a Deed of Trust dated 12th October, 1949 made between the said Baidya Nath Dutt therein referred to as the Settlor and Smt. Sova Rani Dutt therein referred to as the Trustee, and duly registered in the office of Registrar of Assurances, Calcutta in Book-I, Volume 100, Pages 11 to 15, as deed No.3300 for the year 1949, the said Baidya Nath Dutt had created a trust in respect of his two properties being (1) Premises No. 26, Brindaban Bose Lane and (2) Premises No.162, Manicktolla Main Road, P.S. Manicktolla both in the town of Calcutta;
- C. The said Settlor, Baidya Nath Dutt created the aforesaid Trust for the benefit of his wife and maintenance and education of his children and the Settlor appointed his wife Smt. Sova Rani Dutt as the Sole Trustee of the said Trust with full right and absolute power to the trustee of the said Trust to sell mortgage lease or otherwise transfer anyone or more of the said Properties at any time at the absolute discretion of the Trustee;
- D. After the death of the said Baidya Nath Dutt as hereinafter recited, his mother the said Smt. Satya Kumari Dassi by a Bengali Deed of Gift dated 9th July 1952 and registered in the office of Sub-Registrar, Sealdah in Book I, Volume 35, Pages 93 to 95 as Being No. 1584 for the year 1952 transferred her life estate in the said premises No.162, Manicktala Main Road, by way of Gift in favour of the said Smt. Sova Rani Dutt as Trustee to the Estate of Late Baidya Nath Dutt;
- E. Since the date of the said Deed of Gift the said Smt. Sova Rani Dutt was in exclusive possession of the said premises No. 162, Manicktala Main road, as such Trustee and had been managing and administering the same as sole Trustee in terms of the said Deed of Trust dated 12th October, 1949;
- F. By and under the said Deed of Trust it has been expressly provided that the Trustee could sell, mortgage or otherwise transfer the Trust property and use and utilize the sale proceeds for maintenance and education of his/her children;





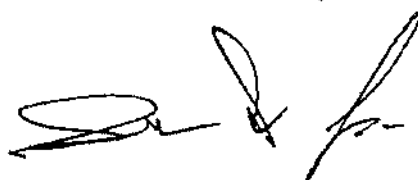


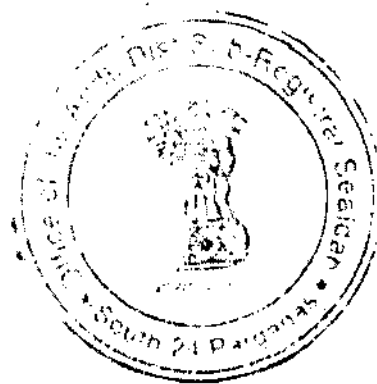


L. B. S. R. SEALGAN
- 9 MAR 2012
[Signature]

- G. The Settlor, Baidya Nath Dutt, a Hindu, died on 16th July 1950, leaving him surviving his widow (Smt.) Sova Rani Dutt, three daughters namely (1) (Smt.) Kalpana Dutt, (2) (Smt.) Bandana Dutt and (3) (Smt.) Archana Dutt and only son Jayanta Kumar Dutt since deceased;
- H. The said Smt. Sova Rani Dutt, as the sole Trustee duly maintained and educated her children and got all her three daughters married out of the Income of the Trust properties;
- I. All the said three daughters of the Settlor, Late Baidya Nath Dutt, have since been married and they are all well placed in life;
- J. The said Sri Jayanta Kumar Dutt, the only son of the Settlor, Late Baidya Nath Dutt, a Hindu, died intestate as a Bachelor on 1st June, 1998 leaving his mother Smt. Sova Rani Dutt, as his sole heiress under the Hindu Succession Act, 1956.
- K. The Trust properties have since vested on the said, (Smt.) Sova Rani Dutt, (Smt.) Kalpana Dutt, (Smt.) Bandana Dutt and (Smt.) Archana Dutt, being heiresses of the Settlor, Late Baidya Nath Dutt and they jointly were entitled to sell the Trust properties and confer valid title on the purchaser thereof;
- L. The Municipal number of the said premises No.162, Manicktolla Main Road has since been changed and the said property has since been reassessed and renumbered as premises No.162A, Manicktolla Main Road and premises No.162B, Manicktolla Main Road in the records of the Kolkata Municipal Corporation;
- M. The said premises Nos.162A and 162B (formerly premises No.162), Manicktolla Main road is fully occupied by trespassers / unauthorised occupiers (hereinafter for the sake of brevity referred to as "the **said Occupiers**");
- N. That by an Indenture of Conveyance dated 19th day of September 2006 made between said (1) Smt. Sova Rani Dutt for self and as the Sole Trustee under the said Deed of Trust dated 12th day of October 1949, (2) Smt. Kalpana Bose (nee Dutt), (3) Smt. Bandana Bose (nee Dutt) and (4) Smt. Archana Biswas (nee Dutt), therein collectively referred to as the Vendors of the One part and (1) Basudeb Paul, (2) Santanu Ghosh, (3) Tapan Mukherjee, (4) Smt. Manjushree Mukherjee





A. B. S. R. SEALDAN
- 9 MAR 2012
KEMENTERIAN KESEHATAN REPUBLIK INDONESIA

and (5) Arup Kumar Chatterjee, therein collectively referred to as the Purchasers of the Other Part and duly registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume Number 75, Pages from 8581 to 8595, Being No. 10346 for the Year 2008, the said (1) Basudeb Paul, (2) Santanu Ghosh, (3) Tapan Mukherjee, (4) Smt. Manjushree Mukherjee and (5) Arup Kumar Chatterjee for the consideration therein mentioned purchased and acquired, absolutely and forever **All That** the said municipal premises Nos.162A and 162B, Manicktolla Main Road (formerly known and numbered as Premises No.162 Manicktolla Main Road), Kolkata containing an area of 18 (eighteen) Cottahs 3 (three) Chittacks more or less together with all the erections and structures standing thereon, morefully and particularly mentioned and described in the Schedule thereunder and also in the **First Schedule** thereunder and hereinafter for the sake of brevity referred to as "the **said Premises**";

- O. That the said Premises Nos.162A and 162B, Manicktolla Main Road (formerly known and numbered as Premises No.162 Manicktolla Main Road), Kolkata -700054 in their entirety, with semi pucca and pucca shed structure measuring about 7900 Square feet more or less, was purchased by the Present Owners (being the Vendors herein) from the said (1) Basudeb Paul, (2) Santanu Ghosh, (3) Tapan Mukherjee, (4) Smt. Manjushree Mukherjee and (5) Arup Kumar Chatterjee by virtue of the following 5 (five) several registered conveyances all respectively dated 27th November 2009 (each relating to 1/5th undivided share in the said Premises which is equivalent to 3 Cottahs 10 Chittacks 9 Square Feet) all registered with the Additional Registrar of Assurances-I, Kolkata, Brief particulars of purchase are as follows:-

Sl. No.	Seller	Confirming Party	Registration Particulars			
			Book	CD Vol	Pages	Deed/ year
1.	Santanu Ghosh	1. Basudeb Paul, 2. Tapan Mukherjee, 3. Manjushree Mukherjee and 4. Arup Kumar Chatterjee,	I	29	8378-8400	12887/2009
2.	Tapan Mukherjee	1. Basudeb Paul, 2. Santanu Ghosh, 3. Smt. Manjushree Mukherjee and 4. Arup Kumar Chatterjee,	1	29	8401-8423	12888/2009
3.	Arup Kumar	1. Basudeb Paul,	1	29	8654-	12905/

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L. D. R. SEALGAN
- 9 MAR 2012
[Signature]

Sl. No.	Seller	Confirming Party	Registration Particulars			
			Book	CD Vol	Pages	Deed/ year
	Chatterjee	2. Santanu Ghosh, 3. Tapan Mukherjee, and 4. Smt. Manjushree Mukherjee			8676	2009
4.	Manjushree Mukherjee	1. Basudeb Paul, 2. Santanu Ghosh, 3. Tapan Mukherjee, and 4. Arup Kumar Chatterjee,	1	29	8677-8698	12906/2009
5.	Basudeb Paul	1. Santanu Ghosh, 2. Tapan Mukherjee, 3. Smt. Manjushree Mukherjee, and 4. Arup Kumar Chatterjee,	1	29	8742-8763	12909/2009

- P. A few feet wide strip of land along the southern periphery of the said Premises, which strip of land is delineated in the plan annexed hereto duly bordered thereon in "Yellow" and is a part and parcel of the said Premises, has been temporarily permitted by the predecessors-in-title of the Vendors to be used by the owners and occupiers of the adjoining premises Nos.160 and 161 Manicktala Main Road, Kolkata, both of which are land-locked properties having no independent access to any public road, and such temporary permission of user is solely for the purpose of ingress and egress in common with the owners and occupiers of the said Premises. The said narrow strip of land was all along and still is an integral part of the said Premises (being premises Nos.162A and 162B Manicktala Main Road) and the ownership thereof is vested in the Vendors and the Vendors hereby confirm that other than the grant of temporary permission of ingress and egress over and along the said narrow strip of land, the owners and occupiers of the adjoining premises Nos.160 and 161 Manicktala Main Road, Kolkata have no right title interest claim demand whatsoever over the same.
- Q. Further, at a portion of the said Premises exists a water body having an area of 3 (three) Cottahs 13 (thirteen) Chittacks more or less.
- R. The Vendors had represented before and assured 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

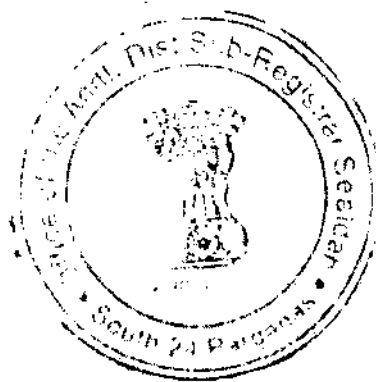


A. B. R. SEALGAN
- 9 MAR 2012
District Registrar, Seidhan

as the full and absolute owners to the said Premises hereby agreed to be conveyed absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases thika tenancies occupancy rights claims demands vestings acquisitions requisitions alignments liabilities whatsoever or howsoever. The Vendors have agreed to sell convey and transfer the said Premises to the Purchasers at a total consideration of Rs. 4,02,00,000/- (Rupees four crores two lacs) only. The sale of the said Premises was agreed to be absolutely and forever free from all encumbrances and liabilities whatsoever and the purchasers now 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.

- S. All amounts receivable by the Vendors towards consideration have been duly received by them respectively and the Purchasers have been put in possession of the said Premises.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. 4,02,00,000/- (Rupees four crores two lacs) only of the lawful money of the Union of India in hand and well and truly paid and/or deemed to have been paid by the Purchasers to the Vendors at or before the execution hereof (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 grant sell convey transfer assign and assure to the Purchasers **ALL THAT** the said Premises morefully and particularly mentioned and described in the **SCHEDULE** hereunder written **AND** all the entire ownership rights title interest of the Vendors and each of them into or upon the said Premises and all rights benefits advantages appurtenances and appendages connected and/or attributable thereto **WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors and each of them in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Premises and/or meant for

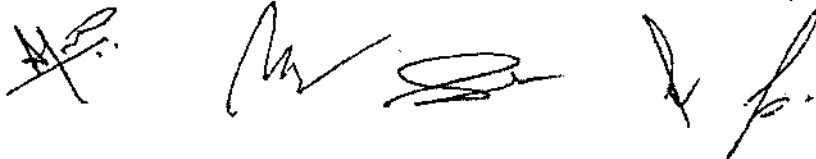


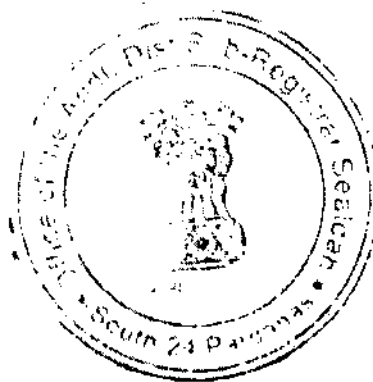
L. B. S. R. SEALDAH
- 9 MAR 2012
[Signature]

beneficial use and enjoyment of the said Premises **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** all legal incidents thereof **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the estate right title 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 hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, **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



L. B. R. SEALICAN
- 9 MAR 2012
REGISTRAR GENERAL

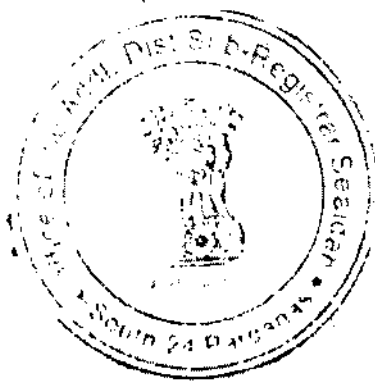
matter or thing whereby the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;

(iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right 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 lispendens 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



L. D. R. SEALAN
- 9 MAR 2012
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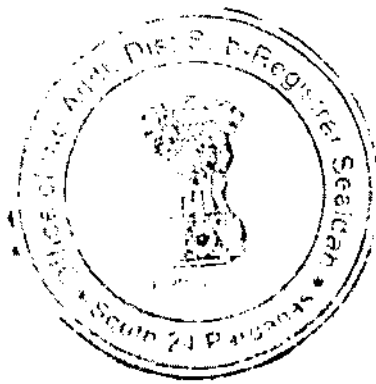
saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid;

(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 said Premises 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;

III. AS AMONGST THE PURCHASERS, it is agreed declared and recorded that each of the Purchaser No. No. 1 Tanishque Vinimay Pvt. Ltd. Purchaser No. 2 Samudra Vyapaar Pvt. Ltd. and Purchaser No. 3 SA Niket Pvt. Ltd. Purchaser No. 7, Mani Square Ltd., are purchasing undivided 1 (one) Chittack of land in the said Premises and the remaining Purchasers are purchasing the remaining land comprised in the said Premises in equal shares

THE SCHEDULE ABOVE REFERRED TO:
(Particulars of the said Premises)

ALL THAT Municipal premises Nos. 162A and 162B Manicktolla Main Road (formerly known and numbered as Premises No.162, Manicktolla Main Road), P.S. Manicktolla, Kolkata-700054, within the limits of The Kolkata Municipal Corporation, Ward No.32, containing an area of 18 (eighteen) Cottahs 3 (three) Chittacks more or less [including a water body having an area of 3 (three) Cottahs 13 (thirteen) Chittacks more or less] Together With several old dwelling houses being pucca and semi pucca structures erected



L. D. S. R. SEALGAN
- 9 MAR 2012
ଝିଲଚେରା ଜିଲ୍ଲା ରେଜିଷ୍ଟ୍ରାର କାର୍ଯ୍ୟାଳୟ

thereat or in a part thereof in aggregate of 7900 Square feet more or less together with boundary walls hereditaments and appurtenances, being Holding No.69, Division-II, Sub-Division-5, Dihi Panchangram, Mouza-Nayabad under P.S. Manicktolla, Sub-Registration Office Sealdah, as shown or delineated on the map or plan annexed hereto duly bordered thereon in "RED" colour and butted and bounded in the manner following:-

On the NORTH	:	Partly by premises No.159 Manicktala Main Road,
On the EAST	:	By the Service Road beyond which is the green verge and the Eastern Metropolitan Bypass;
On the SOUTH	:	Partly by premises No. 163B, Manicktala Main Road, Kolkata and partly by premises No. 161, Manicktolla Main Road; Kolkata
On the WEST	:	Partly by Premises No. 159 Manicktala Main Road, Kolkata partly each by premises Nos. 160 and 161 Manicktala 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.

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) **Kalamunj Developers Pvt. Ltd.** through its Director Sri Shyam Sundar Patodia and (ii) **Kalamunj Builders Pvt. Ltd.** through its Director Sri Shyam Sundar Patodia (iii) **Kalamunj Construction Pvt. Ltd.** through its Director Sri Shyam Sundar Patodia

KALAMUNJ DEVELOPERS PRIVATE LIMITED

Shyam Sundar Patodia
Director/Authorized Signatory

KALAMUNJ BUILDERS PRIVATE LIMITED

Shyam Sundar Patodia
Director/Authorized Signatory

KALAMUNJ CONSTRUCTIONS PRIVATE LIMITED

Shyam Sundar Patodia
Authorized Signatory / Director



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- 9 MAR 2012
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(iv) Kalamunj Height Pvt. Ltd. through its Director Sri Shyam Sundar Patodia duly authorised by their respective Board of Directors resolution dated 02.02.2012, 04.02.2012, 07.02.2012 and 09.02.2012, 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) Pirthankar Chakraborty
S/o Late Jyotirmoy Chakraborty
30A, Hare Street, Kolkata-70001.

SIGNED SEALED AND DELIVERED

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

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

KALAMUNJ HEIGHT PRIVATE LIMITED

Shyam Sundar Patodia
Authorised Signatory / Director.

For Mani Grha 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)

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.

[Signature]
(Director/Authorised Signatory)

MANI SQUARE LIMITED

[Signature]
Director/Authorised Signatory

PARASMANI PROPERTIES PVT. LTD

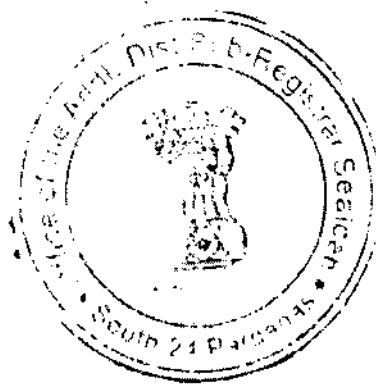
[Signature]
Authorised Signatory/Director

SHANSUD MARKETING PVT. LTD

[Signature]
Director/Authorised Signatory

drafted by me
Amlan Nath
(Advocate)

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



L. D. S. R. SEALDAR
- 9 MAR 2012
Registrar of Companies, South 24 Parganas

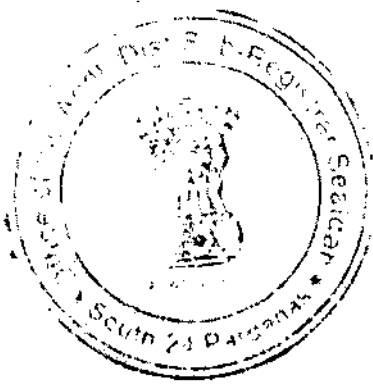
RECEIPT AND MEMO OF CONSIDERATION NO.1:

RECEIVED of and from the withinnamed Purchasers the withinmentioned sum of Rs. 4,02,00,000/- (Rupees four crores two lacs) only being the consideration in full payable under these presents to the **Vendors** as per Memo written hereinbelow:

MEMO OF CONSIDERATION :**1. Kalamunj Developers Pvt. Ltd.**

Sl. No.	Date of remittance	Name of Payee	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12006088454	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	19.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12019067679	Union Bank of India, Dharamtalla Branch	15,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12034097282	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	16.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047001316	Union Bank of India, Dharamtalla Branch	3,70,142/-
5	16.02.2012	Bloombuilt Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047000402	Union Bank of India, Dharamtalla Branch	3,70,143/-

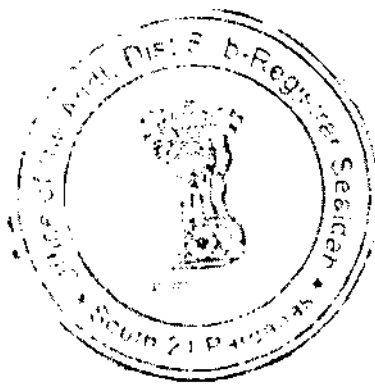




L. B. R. SEALDAN
- 9 MAR 2012
SOUTH DAKOTA

6	16.02.2012	Historia Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047001011	Union Bank of India, Dharamtalla Branch	3,70,143/-
7	16.02.2012	Fresa Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047098953	Union Bank of India, Dharamtalla Branch	3,70,143/-
8	16.02.2012	Fresa Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047098530	Union Bank of India, Dharamtalla Branch	3,70,142/-
9	16.02.2012	Fresa Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047000154	Union Bank of India, Dharamtalla Branch	3,70,142/-
10	16.02.2012	Elephantus Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047000393	Union Bank of India, Dharamtalla Branch	3,70,142/-
11	16.02.2012	Elephantus Developers Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047000715	Union Bank of India, Dharamtalla Branch	3,70,141/-
12	16.02.2012	Tanishque Vinimay Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000992	Union Bank of India, Dharamtalla Branch	34,537/-
13	16.02.2012	SA Niket Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001520	Union Bank of India, Dharamtalla Branch	34,537/-
14	16.02.2012	Fragum Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12047000563	Union Bank of India, Dharamtalla Branch	3,70,143/-
15	16.02.2012	Mani Square Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047099840	Union Bank of India,	34,537/-



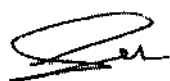


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16	16.02.2012	Mani Griha Nirman Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH1204 7001409	Union Bank of India, Dharamtalla Branch	3,70,143/-
17	16.02.2012	Parasmani Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH1204 7099403	Union Bank of India, Dharamtalla Branch	3,70,143/-
18	16.02.2012	Shansud Marketing Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH1204 7099199	Union Bank of India, Dharamtalla Branch	3,70,142/-
19	16.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF1204 7000850	Union Bank of India, Dharamtalla Branch	34,537/-
20	16.02.2012	Fragum Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH1206 5091461	Union Bank of India, Dharamtalla Branch	3,70,143/-

2. Kalamuni Builders Pvt. Ltd.

Sl. No.	Date of remittance	Name of Payee	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 06089257	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	19.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 19067952	Union Bank of India, Dharamtalla Branch	15,00,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 34097217	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	16.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH120 47001282	Union Bank of India, Dharamtalla	3,70,142/-





L. B. S. R. SEALING
- 9 MAR 2012
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