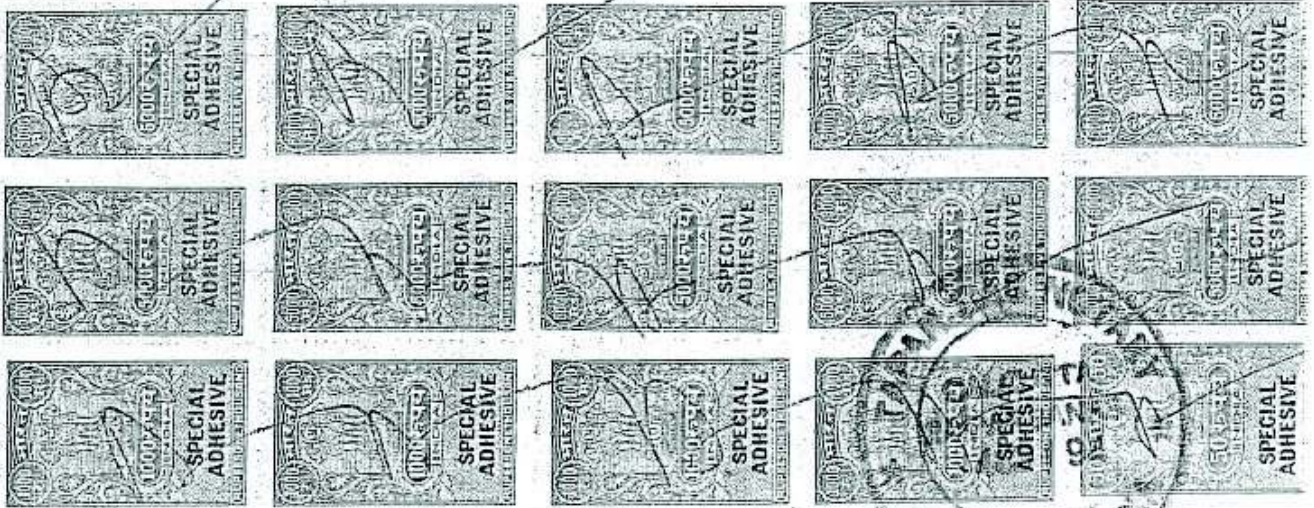


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Saha & Ray



M.v. 44,03,520/-
 M.V. as per RD. 14890007
 by S.I.G. Range - I, Bhawanui
 Bhawanui vide memo NO-204
 dated - 21.3.07

STAMP AFFIXED BY

STAMP SUPERINTENDENT
KOLKATA COLLECTORATE

[Handwritten signature]
 19/12/06

1-10
 20/12

28/3/07
 35310/-

6499/-

9889
 9896

28/3/07

54,050/-

2813607
 CONVEYANCE

23.52

1. Date: 20th December, 2006
2. Place: Kolkata
3. Parties: [Signature]
- 3.1 **Amitava Sadhukhan**, son of Late Chandra Sekhar Sadhukhan, residing at 584, Rabindra ~~Safar~~ Kolkata-700003 (Vendor, includes successors-in-interest)

A - 9889 -
 E - 7 -
 9896 -

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 21/00/07

PREPARED AND
 TO BE CORRECT
 BRINDHU GOPAL MANDAL
 ADVOCATE

Certified to be true and
 correct

12 APR 2007

REGD. NO. 483/94

And

- 3.2 **Ideal Unique Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071 (**Purchaser**, includes successors-in-interest and assigns)

Vendor and Purchaser collectively **Parties** and individually **Party**



NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Share In Said Property:** Undivided 25% (twenty five percent) share (**Said Share**) in land measuring 8 (eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Shri Arabinda Sarani (formerly Premises No. 73/7, Grey Street), Police Station Burtalla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached (**Said Property**), the Said Share in the Said Property being described in the **Schedule** below (**Said Share In Said Property**) and all usufructs thereof.

5. Background, Representations, Warranties and Covenants:

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:

- 5.1.1 **Ownership of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi was the owner of the Said Property.

- 5.1.2 **Demise of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi died in the year 1943, after having made and published her last will and testament dated 16th March, 1937 (**Gouri Dassi's Will**) and probate thereof was granted on 28th March, 1945 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction. Under Gouri Dassi's Will, she bequeathed all her properties to her son Dulal Chandra Sadhukhan with the stipulation that her son would have life interest and after his death, the properties would devolve on her son's sons in equal share.

- 5.1.3 **Demise of Dulal Chandra Sadhukhan:** Dulal Chandra Sadhukhan, a Hindu governed by the Dayabhaga School of Hindu Law, died on 14th February, 1968, leaving behind him surviving four sons, namely Kamal Kanta Sadhukhan, Nilmoni Sadhukhan, Jagabandhu Sadhukhan by his first wife (Smt.) Mahamaya Dassi and Chandra Sekhar Sadhukhan by his second wife (Smt.) Durgarani Dassi.

- 5.1.4 **Share in Said Property:** In accordance with Gouri Dassi's Will, each of the said four sons of Late Dulal Chandra Sadhukhan had a 25% (twenty five percent) share or interest inter alia in the Said Property.

- 5.1.5 **Partition Suit:** In or about August 1968, Kamal Kanta Sadhukhan and Nilmoni Sadhukhan instituted a suit in the Hon'ble High Court at Calcutta for partition and administration of the estate of Late Gouri Dassi and the same was registered as Suit No.2267 of 1968 (Kamal Kanta Sadhukhan & Nilmoni Sadhukhan -vs- Jagabandhu Sadhukhan & Chandra Sekhar Sadhukhan) (**Partition Suit**)

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TO BE
RECORDED
IN THE
OFFICE OF THE
REGISTRAR
AT CALCUTTA

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- 5.1.6 **Demise of Nilmoni Sadhukhan:** During pendency of the Partition Suit Nilmoni Sadhukhan, a bachelor Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 9th September, 1973 and thus his share or interest inter alia in the Said Property devolved in equal share on his 2 (two) full brothers, namely Kamal Karita Sadhukhan and Jagabandhu Sadhukhan and his 2 (two) full sisters, namely (Smt.) Banamala Sadhukhan and (Smt.) Subarna Sadhukhan.
- 5.1.7 **Terms of Settlement:** In accordance with a Terms of Settlement filed by all the parties to the Partition Suit, a preliminary decree dated 8th February, 1974 was passed by the Hon'ble High Court declaring inter alia that Chandra Sekhar Sadhukhan has 25% (twenty five percent) share or interest inter alia in the Said Property (being the Said Share In Said Property described in the **Schedule** below).
- 5.1.8 **Demise of Chandra Sekhar Sadhukhan:** Chandra Sekhar Sadhukhan died on 2nd September, 1993, after having made and published his last will and testament dated 8th January, 1985 (**Chandra Sekhar's Will**) and probate thereof was granted on 21st January, 1994 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction in Matter No.2 of 1994.
- 5.1.9 **Devolution on Vendor:** Under Chandra Sekhar's Will, he appointed the Vendor as the sole executor and bequeathed inter alia the Said Share In Said Property and all usufructs thereof to the Vendor. The bequests made under Chandra Sekhar's Will have been given effect to and by conduct and/or otherwise, assent has been granted by the Vendor (acting as the executor) in favour of himself (in his capacity as the legatee) in respect of the Said Share In Said Property and all usufructs thereof. Thus the Vendor has become the sole and absolute owner of the Said Share In Said Property and all usufructs thereof.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition or requisition of the Said Share In Said Property and declares that the Said Share In Said Property is not affected by any scheme of any Authority, Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Share In Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property to the Purchaser.
- 5.2.5 **No Certificate Case:** No Certificate Case is pending for realization of any taxes from the Vendor.

RETAINED AND FORWARDED
TO THE ATTORNEY
GENERAL, WEST BENGAL
CALCUTTA

Certified to be true copy
checked on 13/10/07

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TAPAN CHANDRA
ELCD. NO. 42307

12 APR 2007

- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Share In Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Share In Said Property is free, clear and marketable **save** that the Said Property is under occupation of a monthly tenant (**Occupant**) and there is arrear in payment of municipal rates and taxes (collectively **Arrear Taxes**).
- 5.2.9 **No Personal Guarantee:** The Said Share In Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Share In Said Property or any part thereof.
- 5.3 **Agreement:** The Parties have discussed and it has been agreed that the Purchaser shall purchase the entirety of the Said Share In Said Property and all usufructs thereof and the Vendor shall sell the same to the Purchaser free from all encumbrances save and except that such sale shall be subject to the rights of the Occupant and the pendency of the Arrear Taxes.
- 5.4 **Transfer of Title:** The Vendor is now executing this Conveyance to complete the transfer of title of the Said Share In Said Property and all usufructs thereof in favour of the Purchaser.
6. **Transfer:**
- 6.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Share In Said Property described in the **Schedule** below and all usufructs thereof, being an undivided 25% (twenty five percent) share in land measuring 8 (eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Shri Arabinda Sarani (formerly Premises No. 73/7, Grey Street), Police Station Burtalla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached.
- 6.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.9,00,000/- (Rupees nine lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges and of and from the payment of the same forever releases and discharges the Purchaser and the Said Property.

Certified to be True Copy
attested d. 12/4/08

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REG. NO. 12/08

12 APR 2008

7. **Terms of Transfer:**

- 7.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 7.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 7.1.2 **Absolute:** absolute, irreversible and perpetual.
- 7.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever.
- 7.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Share In Said Property and all other appurtenances including but not limited to customary and other right of easements for beneficial use of the Said Share In Said Property and all usufructs thereof such as share of rents and deposits collected from the Said Property by the Receiver in the Partition Suit.
- 7.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 7.2.1 **Indemnification:** indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 7.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 7.3 **Delivery of Possession:** Notional and constructive possession of all parts and portions of the Said Property have been handed over by the Vendor to the Purchaser.
- 7.4 **Outgoings:** The Arrear Taxes shall be borne and paid by the Purchaser with regard to which the Purchaser hereby indemnifies and agrees to keep the Vendor fully and comprehensively saved, harmless and indemnified.
- 7.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 7.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records. The Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Share In Said Property in the name of the Purchaser and in this regard the Vendor shall sign all documents and papers as required by the Purchaser.



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REGD. NO. 1000



- 7.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the Purchaser's title to the Said Share In Said Property.

Schedule
(Said Share In Said Property)

The undivided 25% (twenty five percent) share in land measuring 8 (eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Shri Arabinda Sarani (formerly Premises No. 73/7, Grey Street), Police Station Burtalla, Kolkata-700006, Registration District Kolkata, within Ward No.11 of the Kolkata Municipal Corporation, demarcated in colour **Red** on the **Plan** attached and butted and bounded as follows:

On the North : By Municipal Road known as Shri Arabinda Sarani
On the East : By Premises No. 156/2, Acharya Prafulla Chandra Road
On the South : By Premises No. 162, Shri Arabinda Sarani
On the West : By Premises No. 162, Shri Arabinda Sarani

Together with all usufructs and all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property.

8. Execution and Delivery:

- 8.1 **In Witness Whereof** the Vendor has executed and delivered this Conveyance on the date mentioned above.

Amita Sealhulla.
[Vendor]

Witnesses:

Signature <u>Suren Prasad Banerjee</u>	Signature <u>_____</u>
Name <u>Advocate, High Court, Calcutta</u>	Name <u>VISHWANATHI KALIA</u>
Father's Name _____	Father's Name <u>MAHA SRI KALIA</u>
Address <u>_____</u>	Address <u>671 Block 'D'</u> <u>New Alipore, Kolkata-53</u>

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of the original

VIPAN
REGD. NO. 213

6
12 APR 2007

Receipt And Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.9,00,000/- (Rupees nine lac) towards full and final payment of the consideration for sale of the Said Share-In Said Property described in the **Schedule** above, in the following manner:

Pay Order No.	Date	Bank	Amount (Rs.)
727912	19.12.2006	Bank of India, J.L. Nehru Road Branch	Rs.9,00,000/-



Amita Sachdev
[Vendor]

Witnesses:

Signature Gem Prasad Zanerich
Name Advocate, High Court, Calcutta

Signature [Signature]
Name Vishwanath Kedar
Lake SM Kedar
671 Block 'O' New Airport
Katkatla 700053

[Signature]
COMPARED AND FOUND
TO BE CORRECT
RUPESH GOPAL MANDAL
ADVOCATE

Certified to be True Copy
attested on 19.12.06

TITAN
REGD. NO. 38/94

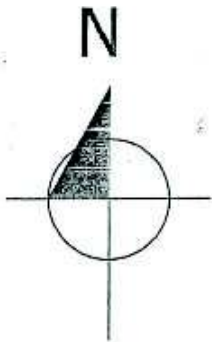
12 APR 2007

**BOUNDARY PLAN OF PREMISES No.
164, ARABINDA SARANI, KOLKATA**

AREA OF LAND - 8K - 0CH - 0SFT



ARABINDA SARANI



SARANI

162, ARABINDA

156/2, ACHARYA PRAFULLA CHANDRA ROAD

Amibix Chel...

APPROVED AND FORWARDED
BY THE SURVEYOR
GENERAL, WEST BENGAL



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of the original...

TAPAN DAS, NOTARY
REGD. NO. 483/94

2 APR 2007

SPECIMEN FORM TEN FINGER PRINTS

Signature and Photographs of the executants and/or purchaser, Presents

<p>S. G. Srinivasan</p>						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



REPARS SHE FORM
 TO BE COMPLET
 BEFORE GOING AWAY
 TO COURT

Certified to be correct
 Tapan Das

12 APR 2008

TAPAN DAS, NOTARY
 REGD. NO. 483/94

15.11
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2007

DATED 20TH DAY OF DECEMBER, 2006

Between

Amitava Sadhukhan
...Vendor

And

Ideal Unique Realtors Private Limited
... Purchaser



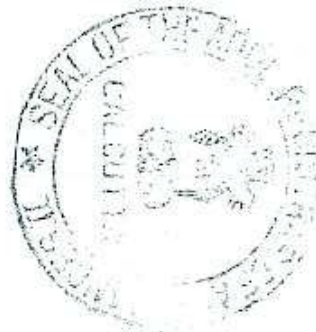
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CONVEYANCE

25% Share in
Premises No.164, Shri Arabinda Sarani
Kolkata-700006

↙



Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

COMPARED AND FOUND
CORRECT
BY NOTARY PUBLIC
TAPAN DAS

Sealed to be true Copy
of the original

TAPAN DAS, NOTARY
REGD. NO. 483/94