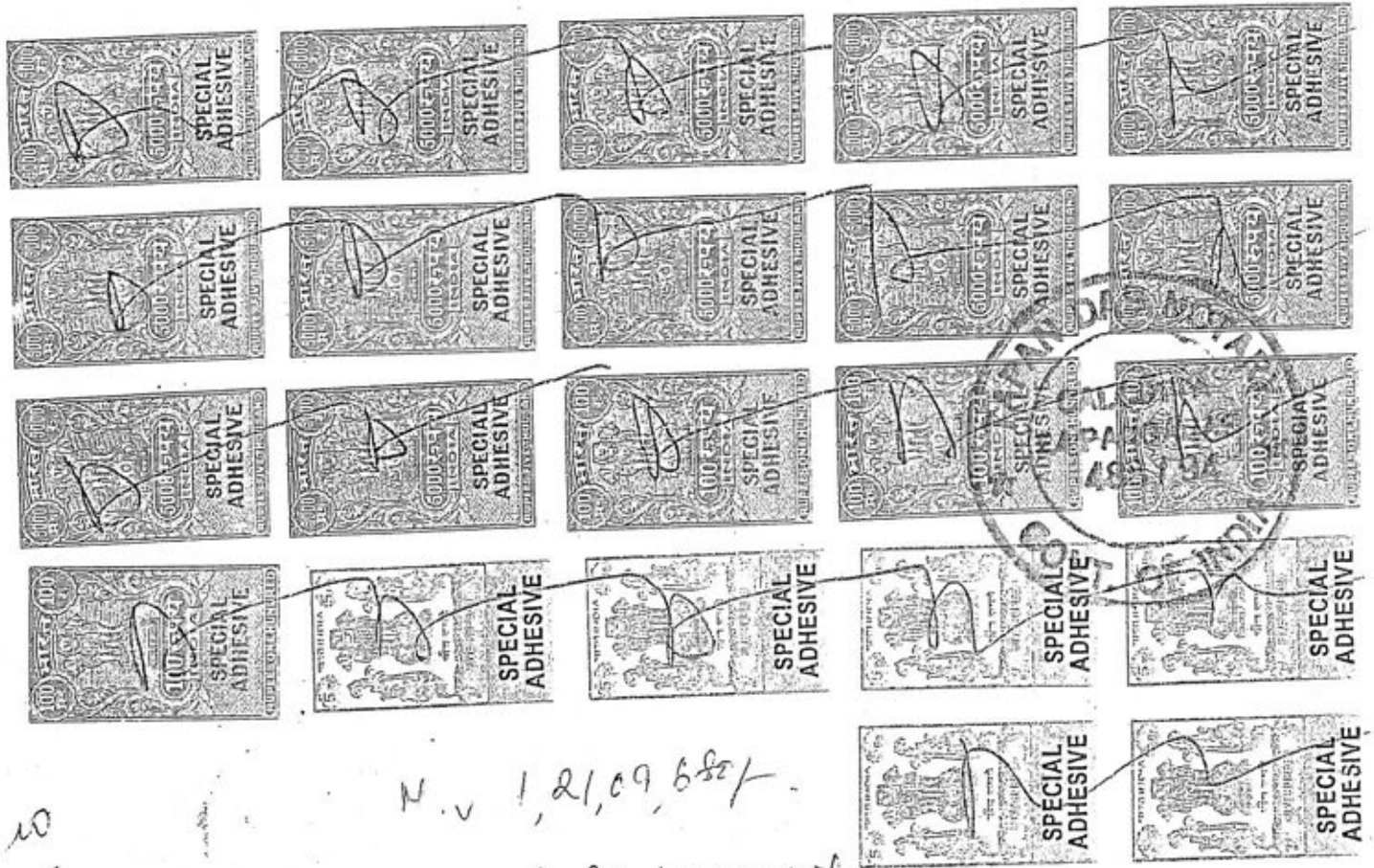


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02515

Saha & Ray



M-10
19/1/07

N.V. 1,21,09,68/-

N.V. Anemal RD 40,94,75/-
By D. I. G. Range-2, vide
memo NO-206 dated-21/3/07

STAMP AFFIXED BY
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE

028260

28/3/07
185275/-

f3

60,430/2

CONVEYANCE

28/3/07 33968/-

1. Date: 1915 January, 2007.
2. Place: Kolkata
3. Parties:
- 3.1 Jagabandhu Sadhukhan, son of Late Dulal Chandra Sadhukhan, residing at 584, Rabindra Sarani, Kolkata-700003

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28/3/07
1000
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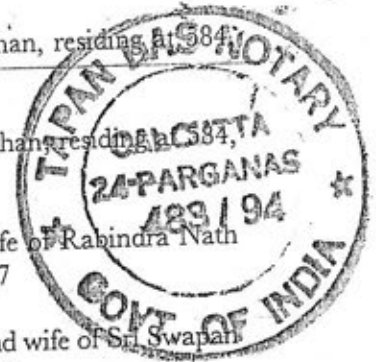
PREPARED AND FOUND TO BE CORRECT
SUDHUKHAN GOPAL KANUNJIA
D. I. G. Range-2, S.N.

R.S
M.S

70 11/12/2007

JOINED BY THE
attested o. Ld.
TAPAL
REGD. 1

- 3.2 **Ms. Sandhya Sadhukhan**, wife of Late Kamal Kanta Sadhukhan, residing at 584, Rabindra Sarani, Kolkata-700003
- 3.3 **Ranjan Kumar Sadhukhan**, son of Late Kamal Kanta Sadhukhan, residing at 584, Rabindra Sarani, Kolkata-700003
- 3.4 **Rita Sadhu**, daughter of Late Kamal Kanta Sadhukhan and wife of Rabindra Nath Sadhu, residing at 148/1A, Ultadanga Main Road, Kolkata-700067
- 3.5 **Mita Sadhukhan**, daughter of Late Kamal Kanta Sadhukhan and wife of Sri Swapan Sadhukhan, residing at 5C, Ultadanga Main Road, Kolkata-700067
- 3.6 **Banamala Sadhukhan**, daughter of Late Dulal Chandra Sadhukhan and wife of Late Gopal Chandra Sadhukhan, residing at K.C. Laha Ghat Lane, Rishra, District Hooghly
(Vendors, includes successors-in-interest)



And

- 3.7 **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/or assigns).

Vendors 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 68.75% (sixty eight point seven 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 Vendors represent, warrant and covenant regarding title as follows:

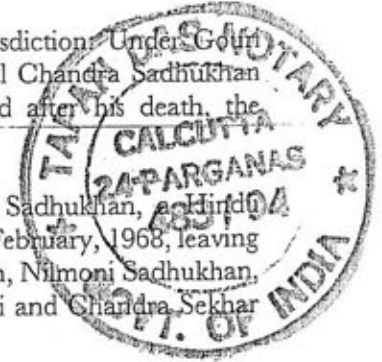
5.1.1 **Ownership of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi was the owner of the Said Property.

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

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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**).
- 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 Kanta 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 (1) Kamal Kanta Sadhukhan has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (2) Jagabandhu Sadhukhan (the Vendor No. 3.1 herein) has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (3) (Smt.) Banamala Sadhukhan (the Vendor No. 3.6 herein) has 6.25% (six point two five percent) share or interest inter alia in the Said Property, (4) (Smt.) Subarna Sadhukhan has 6.25% (six point two five percent) share or interest inter alia in the Said Property and (5) Chandra Sekhar Sadhukhan has 25% (twenty five percent) share or interest inter alia in the Said Property.
- 5.1.8 **Demise of Kamal Kanta Sadhukhan:** Kamal Kanta Sadhukhan, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 26th June, 1994, leaving behind him surviving his wife (Smt.) Sandhya Sadhukhan (the Vendor No. 3.2 herein), his son Ranjan Kumar Sadhukhan (the Vendor No. 3.3 herein) and two daughters, namely Rita Sadhu (the Vendor No. 3.4 herein) and Mita Sadhukhan (the Vendor No. 3.5 herein), who thus jointly and in equal shares became the owners of the 31.25% (thirty one point two five percent) share or interest in the Said Property belonging to Late Kamal Kanta Sadhukhan.
- 5.1.9 **Current Status of Vendors' Ownership:** In the circumstances, the Vendors are collectively the joint owners of the Said Share In Said Property and all usufructs thereof, being an undivided 68.75% (sixty eight point seven five percent) share in the Said



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TO BE CORRECT
RUPENDU GOPAL MANDAL
ADVOCATE, S.S.

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M.S.

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attested on 14.04.2007

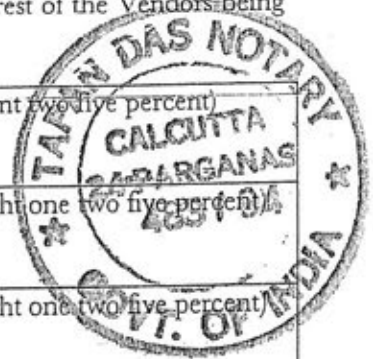
3 S.S.

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BY S.S.

12 APR 2007

Property and all usufructs thereof, the respective share or interest of the Vendors being as follows:

(a)	Jagabandhu Sadhukhan	31.2500% (thirty one point two five percent)
(b)	Sandhya Sadhukhan	7.8125% (seven point eight one two five percent)
(c)	Ranjan Kumar Sadhukhan	7.8125% (seven point eight one two five percent)
(d)	Rita Sadhu	7.8125% (seven point eight one two five percent)
(e)	Mita Sadhukhan	7.8125% (seven point eight one two five percent)
(f)	Banamala Sadhukhan	6.2500% (six point two five percent)



5.2 **Representations, Warranties and Covenants Regarding Encumbrances:**
The Vendors represent, warrant and covenant regarding encumbrances as follows:

- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition or requisition of the Said Share In Said Property and declare 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 Vendors do 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 Vendors:** 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, 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 Vendors have 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 Vendors.
- 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 Vendors 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, debentures,

TO BE FORWARDED
TO THE
ADVOCATES

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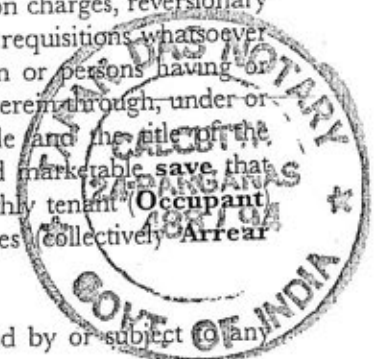
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TAPAN DAS, NOTARY
REGD. NO. 483/94

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 Vendors 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 the Vendors' predecessors-in-title and the title of the Vendors to the Said Share In Said Property is free, clear and marketable save that portions of the Said Property are 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 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 Vendors 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 Vendors 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 Vendors are 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 Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' 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 68.75% (sixty eight point seven 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.10,06,400/- (Rupees ten lac six thousand and four hundred) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge. The said Consideration has been received and shared by the Vendors as follows:

(a)	Jagabandhu Sadhukhan	Rs.4,44,000.00 (Rupees four lac and forty four thousand)
(b)	Sandhya Sadhukhan	Rs.1,11,000.00 (Rupees one lac and eleven thousand)
(c)	Ranjan Kumar Sadhukhan	Rs.1,11,000.00 (Rupees one lac and eleven thousand)

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TO BE CORRECT
BY THE COPAL WARRORS
ADVOCATE

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attested a. Ld. a. Ld.

S. S.

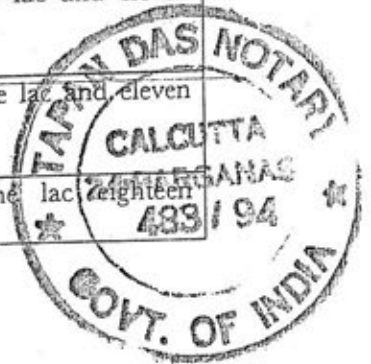
2 APR 2007

JAPAN P. I. NOTARY
REGD. NO. 483194

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R.S.

(d)	Rita Sadhu	Rs.1,11,000.00 (Rupees one lac and eleven thousand)
(e)	Mita Sadhukhan	Rs.1,11,000.00. (Rupees one lac and eleven thousand)
(f)	Banamala Sadhukhan	Rs.1,18,400.00 (Rupees one lac, eighteen thousand and four hundred)



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, *debentures*, 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 Vendors have 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 Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, 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 Vendors to the Purchaser.

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TO BE CORRECT
RESHU GOPAL MANDAL
ADVOCATE

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TAPAN DAS NOTARY
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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 Vendors fully and comprehensively saved, harmless and indemnified.

7.5 **Holding Possession:** The Vendors hereby covenant 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

7.6 **No Objection to Mutation:** The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records. The Vendors undertake 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 Vendors shall sign all documents and papers as required by the Purchaser.

7.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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 68.75% (sixty eight point seven 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.

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TO BE CORRECT
BY THE NOTARY PUBLIC

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R.S

7 S.S.

12 APR 2007

Certified to be True
Signed & sealed by me

JAPANI A. DAS
REGD. NO. 1234



8. Execution and Delivery:

8.1 In Witness Whereof the Vendors have executed and delivered this Conveyance on the date mentioned above.



Jagabandhu Sadhukhan
Jagabandhu Sadhukhan

Sandhya Sadhukhan
Sandhya Sadhukhan

Ranjan Kumar Sadhukhan
Ranjan Kumar Sadhukhan

Rita Sadhu
Rita Sadhu

Mita Sadhukhan
Mita Sadhukhan

Banamala Sadhukhan
[Vendors] Banamala Sadhukhan
Read over and explained by me to Smt. Banamale Sadhukhan

Witnesses:

Signature [Signature]
Name AVIK SAHA
Father's Name LATE K K SAHA
Address 7C K S ROY ROAD
KOLKATA - 700001

Signature [Signature]
Name Pulak Choudhary
Father's Name Late S. K. Das
Address 6, Old Post office St
Calcutta - 700001

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SADHU-GOPAL MANDAL
ADVOCATE

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of the original

TAPAN SAHA
REGD. NO. 483/94

2 APR 2007

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.10,06,400 (Rupees ten lac six thousand and four hundred) 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:

P.O. No.	Date	Bank	Amount (Rs.)	Favouring
728063	15.01.2007	Bank of India	4,44,000.00	Jagabandhu Sadhukhan
728070	15.01.2007	Bank of India	1,11,000.00	Sandhya Sadhukhan
728112	15.01.2007	Bank of India	1,11,000.00	Ranjan Kumar Sadhukhan
728089	15.01.2007	Bank of India	1,11,000.00	Rita Sadhu
728082	15.01.2007	Bank of India	1,11,000.00	Mita Sadhukhan
728055	15.01.2007	Bank of India	1,18,400.00	Banamala Sadhukhan

Jagabandhu Sadhukhan
Jagabandhu Sadhukhan

Sandhya Sadhukhan
Sandhya Sadhukhan

Ranjan Kumar Sadhukhan
Ranjan Kumar Sadhukhan

Rita Sadhu
Rita Sadhu

Mita Sadhukhan
Mita Sadhukhan

Banamala Sadhukhan
Banamala Sadhukhan

[Vendors]

Read over and explained by me
to Smt. Banamala Sadhukhan

Witnesses:

Signature Avik Saha
Name AVIK SAHA

Signature Phalok Chandra Sen
Name Phalok Chandra Sen

Prepared and found
to be correct
RANGSHU GOPAL MANDAL
ADVOCATE

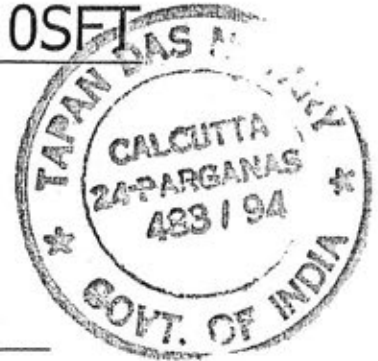
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NOTARY
REGD. NO. 48.

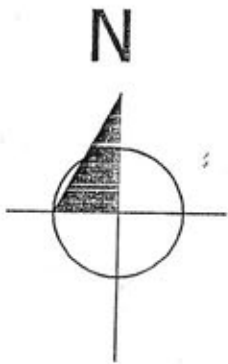
12 APR 2007

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

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



ARABINDA SARANI



SARANI

162, ARABINDA

156/2, ACHARYA PRAFULLA CHANDRA ROAD

A.S.
A.
R.S.
A.S.
S.S.

PREPARED AND FOUND TO BE CORRECT
AS PER GOVERNMENT RECORDS
ADVISED

Certified to be true and correct
as per records

TAPAN DAS & CO.
SURVEYORS
REGD. NO. 483/94

2 APR 2002

SPECIMEN FORM FOR TEN FINGERPRINTS



Tegabandhu Saha Chak



Little	Ring	Middle	Fore	
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Sandhya Sachukhan



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Rangin Kumar Saha



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Shikha Saha



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

BE CAREFUL AND YOUR SIGNATURE SHOULD BE CORRECT
MEENU GOPAL MANDAL
 ADVOCATE

Certified to be True Copy
 TAPAN DAS NOTARY
 CALCUTTA
 2A PARGANAS
 783194
 REGD. NO. 100/2007























12 APR 2007

SPECIMEN FORM FOR TEN FINGERPRINTS



Mite Saha

২২শে এপ্রিল ২০০৭

	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
PHOTO	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
PHOTO PREPARED AND FOUND TO BE CORRECT BY THE GOVT. BUREAU OF INVESTIGATION	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

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TAPAN DAS
 No. 10.4

12 APR 2007



DATED 19TH DAY OF JANUARY, 2007

Between

Jagabandhu Sadhukhan & Ors.
... Vendors

And

Ideal Unique Realtors Private Limited
... Purchaser

[Signature]
11/4107



CONVEYANCE



68.75% Share in
Premises No.164, Shri Arabinda Sarani
Kolkata-700006

[Signature]

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

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TO BE CORRECT
GANGU GOPAL MANDAL
ADVOCATE

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of the original document

TAPAN
REGD. NO. 4107/2007

12 APR 2007