12118/15 1- 12217/15 गरत INDIA ক. 500 FIVE HUNDRED RUPEES-पाँच सौ रुपये Rs. 500 INDIA NON JUDICIAL शिक्तिमङ्गा पश्चिम बंगाल WEST BENGAL Certified that the document is admitted to 852 registration. The signature sheets and the androesement shorts attached with the descurion are the part of this document. District Sub-Registrar-II Alipore, South 24 Parganas **DEC 2015**

This Indenture made this Act, day of Becaute 2015 Between Well Plan Corporate Management Private Limited, a company existing under the provisions of the Companies Act, 2013, having its registered office at 2, Rowland Road, Kolkata - 700 020, Police Station Beltala, Post Office Lala Lajpat Rai Sarani, having Income Tax PAN No. AAACW2580N, represented by its authorized signatory, Mr. Dwarka Prasad Dabriwal, son of Late Brij Lal Dabriwal, residing at 2, Rowland Road, Kolkata - 700 020, Police Station Beltala, Post Office Lala Lajpat Rai Sarani, having Income Tax PAN No. ADPPD6667C, authorised vide Board Resolution dated 31° October, 2015, hereinafter referred to as the "Vendor" (which expression shall mean and include its successors-in-

interest and/or assigns) of the One Part And Suhana Awas Private Limited, a company existing under the provisions of the Companies Act, 2013, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station Gariahat, Post Office Ballygunge, having Income Tax PAN No. AALCS3838C, represented by its Director, Mr. Arpan Dutta, son of Mr. Sambhu Nath Dutta, residing at Ramkrishna Ashram, Kumorpara, Kamarpol, Diamond Harbour - 743 368, Police Station Diamond Harbour, Post Office Sarisha, having Income Tax No. ARQPD3478A, authorised vide Board Resolution dated 30th October, 2015, hereinafter referred to as the "Purchaser" (which expression shall mean and include its successors-in-interest and/or assigns) of the Other Part:

Whereas:

- A. The Vendor hereby represents, covenants, undertakes, warrants and confirms as follows:-
 - By and under a Bengali Deed of Partition dated 28th April, 1959, registered with the Joint Sub-Registrar of Alipore at Behala, in Book No. I, Volume No. 33, Pages 257 to 278, Being Deed No. 2599 for the year 1959, Sudhir Kumar Samanta, son of Behari Lal Samanta, was allotted, transferred and conveyed, to the exclusion of all others, the sole and absolute ownership, right, title and interest, free from all encumbrances, liabilities, third purty claims etc., in respect of/over All That the several pieces and parcels of divided, demarcated and identified contiguous and continuous lands of diverse nature/classification and measurements together with structures thereon, comprised in portions of several R.S. Dag Nos. appertaining to several Khatian Nos., as detailed hereinbelow, all situate at Mouza Saiyadpur, J. L. No. 12, Police Station Behala, within the jurisdiction of the South Subarban Municipality, District 24 Parganas:
 - a) divided, demarcated and identified portion of land classified as baastu, admeasuring 42 (forty two) decimals more or less, comprised in a portion of R. S. Dag No. 147, recorded in R. S. Khatian No. 323 ("Sudhir Portion of Dag No. 147");
 - b) divided, demarcated and identified portion of land classified as sali, admeasuring 24.50 (twenty four point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 148, recorded in R. S. Khatian No. 323 ("Sudhir Portion of Dag No. 148");
 - divided, demarcated and identified portion of land classified as danga, admeasuring 1.50 (one point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 149, recorded in R. S. Khatian No. 323 ("Sudhir Portion of Dag No. 149"); and
 - divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (four point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 153, recorded in R. S. Khatian No. 308 ("Sudhir Portion of Dag No. 153").

(collectively, "Larger Property")

- Thus in pursuance of the aforesaid, the said Sudhir Kumar Samanta alias Sudhir Samanta became the full and absolute owner of the entirety of the Larger Property, and while portions of the Larger Property were duly assessed by the Kolkata Municipal Corporation as Premises No. 204, Raja Ram Mohan Roy Road, Kolkata-700 008, admeasuring 7 (seven) cottahs 5 (five) chittacks more or less, vide Assessee No. 41-122-10-0204-4 and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata 700 008, admeasuring 7 (seven) cottahs more or less, vide Assessee No. 41-122-10-0230-5 (collectively, "Assessed Portions"), the balance portion of the Larger Property remained un-assessed by the Kolkata Municipal Corporation ("Un-Assessed Portion").
- The said Sudhir Kumar Samanta, a Hindu governed by the Dayabhaga iii) School of Hindu Law, died intestate as a bachelor on 18th December, 1996. leaving him surviving 3 (three) brothers, namely, Ajit Kumar Samanta, Arun Kumar Samanta and Satyendra Nath Samanta and 6 (six) sisters. namely, Kamala Das, wife of Nemai Das, Bimala Das, wife of Balai Das, Anila Dey, wife of Rash Behari Dey, Pramila Das, wife of Panchu Gopal Das, Nirmala Kar, wife of Rabindra Nath Kar, and Urmila Bera alias Urmila Adhir Bera, wife of Adhir Kumar Bera, as his only legal heirs and heiresses, who, under the laws of succession, were and/or became entitled to the entirety of the estate of the said Sudhir Kumar Samanta to the exclusion of all others (collectively "Legal Heirs of Sudhir Kumar Samanta"), and thus the Legal Heirs of Sudhir Kumar Samanta collectively became the full and absolute owners of the Larger Property. with each of them being respectively entitled to an equal undivided 1/9th (one-ninth) share and/or interest in the Larger Property.
- One of the Legal Heirs of Sudhir Kumar Samanta, namely the said Urmila Bera died intestate on 4th April, 2000, leaving her surviving 1 (one) son, namely Mohan Lal Bera alias Mohan Lal Adhir Kumar Bera, and 2 (two) daughters, namely, Mita Das, wife of Bikash Chandra Das, and Gita Jana, wife of Jagannath Jana, as her only legal heirs and heiresses (collectively "Legal Heirs of Urmila Bera"), who thus collectively and in equal shares, became the full and absolute owners of the said undivided 1/9th (one-ninth) share and/or interest of the said Urmila Bera in the Larger Property.
- v) Sisir Kumar Kar, son of Nirmala Kar (one of the Legal Heirs of Sudhir Kumar Samanta) died intestate on 3rd January, 2001, leaving him surviving his wife, namely Shrabani Kar, and 1 (one) son, namely Ambarish Kar as his only legal heirs and heiress (jointly "Legal Heirs of Sisir Kumar Kar"), who thus jointly and in equal shares, became the full and absolute owners of the entirety of the estate of the said Sisir Kumar Kar.
- One of the Legal Heirs of Sudhir Kumar Samanta, namely Nirmala Kar died intestate on 22nd March, 2001, leaving her surviving 3 (three) sons.

namely, Rathindra Nath Kar, Samir Kumar Kar and Mihir Kar, 1 (one) daughter, namely Latika Samanta, wife of Anil Samanta, and the Legal Heirs of Sisir Kumar Kar as her only legal heirs and heiresses (collectively, "Legal Heirs of Nirmala Kar"), who thus collectively and in their respective shares (as detailed hereinbelow) became the full and absolute owners of the undivided 1/9th (one-ninth) share and/or interest of the said Nirmala Kar in the Larger Property:

Name	Undivided Share and/or interest in the Larger Property		
Rathindra Nath Kar	1/45 th (one-forty fifth)		
Samir Kumar Kar	1/45 th (one-forty fifth)		
Mihir Kar	1/45 th (one-forty fifth)		
Latika Samanta	1/45 th (one-forty fifth)		
Shrabani Kar	1/90 th (one-ninetieth)		
Ambarish Kar	1/90 th (one-ninetieth)		

- vii) One of the Legal Heirs of Sudhir Kumar Samanta, namely Satyendra Nath Samanta died intestate on 19th December, 2002, leaving him surviving his wife. Sefali Samanta, and 2 (two) sons, namely, Subrata Samanta and Soumitra Samanta as his only legal heirs and heiress (collectively, "Legal Heirs of Satyendra Nath Samanta"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/9th (one-ninth) share and/or interest of the said Satyendra Nath Samanta in the Larger Property.
- viii) One of the Legal Heirs of Nirmala Kar, namely Mihir Kar, died intestate on 23rd January, 2008, leaving him surviving his wife, Mallika Kar, and 2 (two) sons, namely, Arijit Kar and Aritra Kar as his only legal heirs and heiress (collectively, "Legal Heirs of Mihir Kar"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/45th (one-forty fifth) share and/or interest of the said Mihir Kar in the Larger Property.
- ix) By a Deed of Conveyance dated 12th May, 2010, registered with the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 13, Pages 667 to 704, Being No. 04984 for the year 2010, the then surviving Legal Heirs of Sudhir Kumar Samanta, the Legal Heirs of Urmila Bera, the then surviving Legal Heirs of Nirmala Kar, the Legal Heirs of Sisir Kumar Kar, the Legal Heirs of Satyendra Nath Samanta and the Legal Heirs of Mihir Kar, therein collectively described as the Vendors, in Ireu of valuable consideration, sold, transferred and conveyed, free from all encumbrances, liabilities, thirty part claims etc., in favour of:

(1) the Vendor herein; (2) Adya Kutir Private Limited, a company presently having its registered office at 74, Lenin Sarani, Kolkata - 700 013. Police Station Taltala, Post Office Taltala, having Income Tax PAN No. AAHCA0922H; (3) Three Ha Industries Private Limited, a company presently having its registered office at "Todi Mansion", 1, Lu-Shun Sarani, Kolkata - 700 073, Police Station Bowbazar, Post Office Chittaranjan Avenue, having Income Tax PAN No. AABCT1357K; and (4) Adya Plaza Private Limited, a company presently having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station Gariahat, Post Office Ballygunge, having Income Tax PAN No. AAHCA8063F, therein collectively described as the Purchasers, a divided, demarcated and identified portion of the Larger Property admeasuring 47.07 (forty seven point zero seven) decimals more or less(equivalent to 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less). together with structures thereon, comprising of divided, demarcated and identified portions of land in each of the R.S. Dag Nos. comprising the Larger Property as detailed hereinbelow, all situate at Mouza Salyadpur, J. L. No. 12, Police Station Thakurpukur, formerly Behala and now Haridevpur, District 24 Parganas (South), within Ward No. 122of the Kolkata Municipal Corporation, including the entirety of each of the Assessed Portions and a portion of the Un-Assessed Portion:

- a) divided, demarcated and identified portion of land classified as baastu, admeasuring 31.65 (thirty one point sixty five) decimals more or less, out of the Sudhir Portion of Dag No. 147;
- divided, demarcated and identified portion of land classified as sali, admeasuring 9.58 (nine point fifty eight) decimals more or less, out of the Sudhir Portion of Dag No. 148;
- divided, demarcated and identified portion of land classified as danga, admeasuring 1.34 (one point thirty four) decimals more or less, out of the Sudhir Portion of Dag No. 149; and
- d) divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (four point fifty) decimals more or less, out of the Sudhir Portion of Dag No. 153,

(collectively, "Said Property"), and thus the said Adya Kutir Private Limited, Three Ha Industries Private Limited and Adya Plaza Private Limited (collectively, "Co-Owners") along with the Vendor herein became and are the full and absolute owners of the entirety of the Said Property, free from all encumbrances etc., with each of the Co-Owners and the Vendor being respectively entitled to an equal undivided 1/4" (one-fourth) share and/or interest therein.

B. Subsequently, each of the Assessed Portions comprising a part of the Said Property were duly mutated in the records of the Kolkata Municipal Corporation in the collective names of the Vendor and the Co-Owners, and furthermore pursuant to the application made by the Vendor and the Co-Owners, a portion of the Un-Assessed Portion which comprised a part of the Said Property, - converse

admeasuring 14 (fourteen) cottahs 2 (two) chittacks and 29 (twenty nine) sq.ft. more or less, was duly assessed as Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, and subsequently each of the Assessed Portions together structures being thereon. respectively Premises No. 204, Raja Ram Mohan Roy Road, Kolkata - 700 008 and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata - 700 008, were amalgamated by the Kolkata Municipal Corporation with the abovementioned newly assessed Premises No.650, Raja Ram Mohan Roy Road, Kolkata - 700 008, into a single premises/property, and such amalgamated property together with the structures thereon was numbered and assessed Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008 admeasuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less vide Assessee No. 41-122-10-1162-8 ("Subject Property") more specifically described in the First Schedule hereunder and bordered Red on the plan annexed hereto, and the Subject Property was thus mutated in the records of the Kolkata Municipal Corporation in the collective names of the Vendor and the Co-Owners.

- C. The Vendor and the Co-Owners also had their respective names duly mutated in the records of the concerned Block Land & Land Reforms Office as the full and absolute owners of the Subject Property, and furthermore the concerned Block Land & Land Reforms Office has also converted the nature of use/classification of each of the concerned Dag Nos. to 'abasan'.
- The Vendor further represents, warrants, undertakes, covenants and confirms as follows:
 - that the Vendor is the full and absolute owner of All That an undivided 1/4th (one-fourth) share and/or interest in/of the Subject Property ("Said Undivided Share"), more specifically described in the Second Schedule hereunder written;
 - ii) that the Vendor and the Co-Owners became and are the full and absolute owners of the entirety of the Subject Property in the manner recited herein, with the Vendor and each of the Co-Owners being respectively entitled to an equal undivided 1/4th (one-fourth) share and/or interest in the Subject Property; and
 - that the Vendor and the Co-Owners have a free, clear and marketable title to/over the Subject Property, and the Vendor has the full right and absolute power and authority to deal with the Said Undivided Share; and
 - that the Vendor along with the Co-Owners has at all times been in vacant, free, peaceful and physical possession of the entirety of the Subject Property; and
 - that there is no embargo on the Vendor from dealing with and/or transferring and/or alienating the Said Undivided Share in any manner whatsoever or howsoever; and

- vi) that the entirety of the Subject Property including the Said Undivided Share is free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debuttors, bargadars, tenants, thika tenancies, lessees, occupiers, trespassers, encroachments, liabilities, debts, executions, prohibitions, restrictions, demands, claims, vesting proceedings, attachments, acquisitions, requisitions, alignments whatsoever or howsoever, and
- vii) that and save and except the Legal Heirs of Sudhir Kumar Samanta, the said Sudhir Kumar Samanta had no other heirs and/or heiresses who had any manner of right or title or interest or claim or demand or action in respect of/over any part or portion of the Larger Property and/or the Said Property;
- viii) that save and except the persons described as Vendors in the abovementioned Deed of Conveyance dated 12th May, 2010, Being No. 04984 for the year 2010, no other person/party was/is entitled to any part or portion of the Larger Property and/or the Said Property;
- that save and except the Vendor and each of the Co-Owners, no other party or person has any manner of right or title or interest or claim or demand or action in respect of any part or portion of the Subject Property; and
- that the Vendor has neither dealt with any part or portion of the Said Undivided Share in any manner whatsoever or howsoever, nor created any third party right or title or interest therein; and
- xi) that no part or portion of the Subject Property is subject to any acquisition by any government authority or body, statutory or otherwise, and that no notice of acquisition etc. in respect of any part or portion of the Subject Property has been issued_and
- xii) that the entirety of the Subject Property is free from any land charge, and all outgoings in respect of the Subject Property including but not limited to the land revenue, municipal rates and taxes, electricity dues, together with the interest and penalty respectively thereon, if any, have been paid in full till the date of these presents; and
- xiii) that neither the title documents nor any other document in respect of any part or portion of the Subject Property have been deposited/lodged with or executed in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise; and
- xiv) that no person(s) whosoever have/had/has ever claimed any right or interest including any right of preemption over or in respect of any part or portion of the Subject Property and/or the Said Undivided Share, and further there is no prohibition or restraint of any nature whatsoever from dealing with any part or portion of the Said Undivided Share and

furthermore there are no outstanding actions, claims or demands between the Vendor and any third party; and

- xv) that no part or portion of the Subject Property was or is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913, or under the Income Tax Act, 1961, or under any statute for the time being in force; and
- that no right or easement appurtenant to or benefiting the Subject Property is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise, and no person or governmental or any other body/authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Subject Property; and
- xvii) that the Vendor does not hold any excess land under the provisions of any statute (central, state or local), and no part or portion of the Subject Property is the subject matter of any vesting proceedings; and
- xviii) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, made or existing or initiated or pending or threatened or anticipated in respect of any part or portion of the Subject Property and/or against the Vendor, and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xix) that no means of access to the Subject Property is shared with or subject to rights of determination or requires payment to any third party; and
- xx) that no third party has ever claimed nor acquired any manner of right in any part or portion of the Subject Property and/or in any part or portion of the Said Undivided Share by way of adverse possession or otherwise; and
- xxi) that the Subject Property is neither subject to any covenants, restrictions, stipulations; easements, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same; and
- xxii) that compliance is being made and has at all times been made with all applicable laws, statutes, bye-laws, permits, obligations and requirements with respect to the Subject Property, its ownership, occupation, possession and use; and
- xxiii) that there is no matter which may adversely or otherwise affect the value of the Subject Property or its development, usage or enjoyment or cast any doubt on the rights, title and interest sold and transferred to the Purchaser under these presents; and

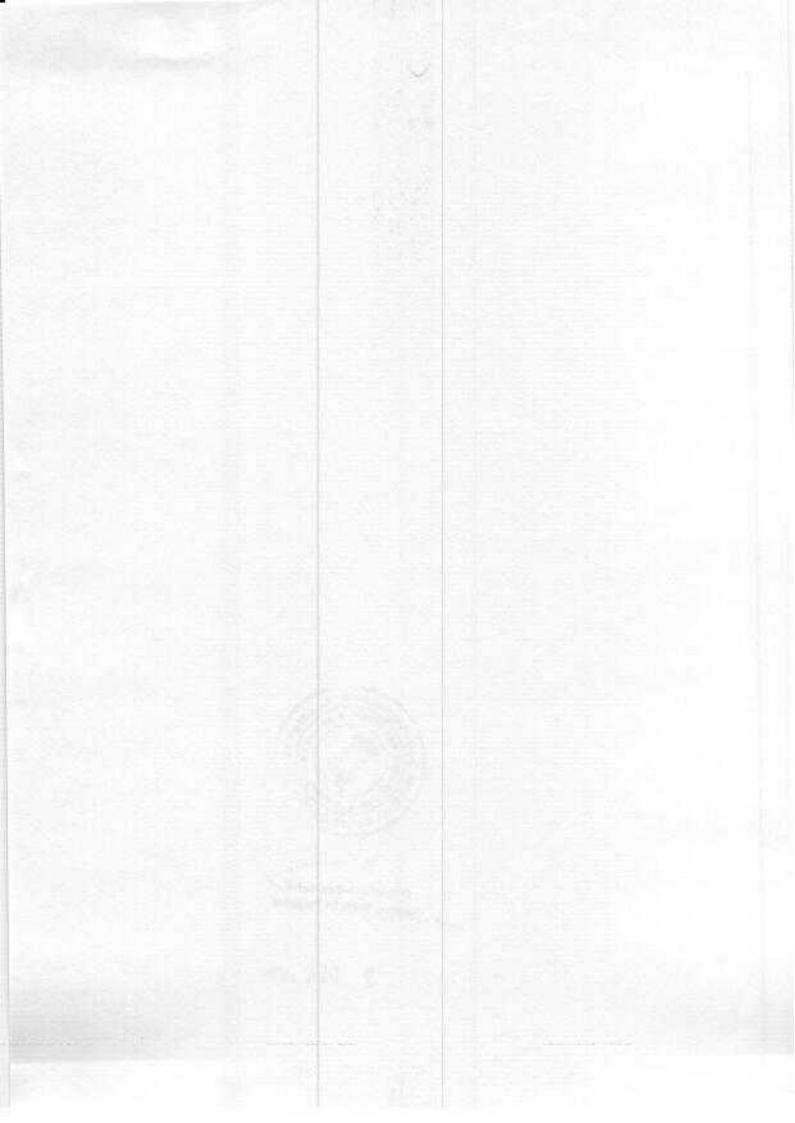
- xxiv) that each of the representations and warranties contained herein are true and correct and shall survive and remain subsisting at all times.
- E. Relying on each of the representations, warranties and covenants of the Vendor including but not limited to those recorded herein, believing the same to be true and correct and acting solely on the faith and basis thereof, the Purchaser herein has agreed to purchase the Said Undivided Share, free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debuttors, bargadars, tenants, thika tenancies, lessees, occupiers, trespassers, encroachments, liabilities, debts, executions, prohibitions, restrictions, demands, claims, vesting proceedings, attachments, acquisitions, requisitions, alignments whatsoever or howsoever, in lieu of valuable consideration as recorded herein, and accordingly the Vendor is executing this deed in favour of the Purchaser.

Now This Indenture Witnesseth as follows:

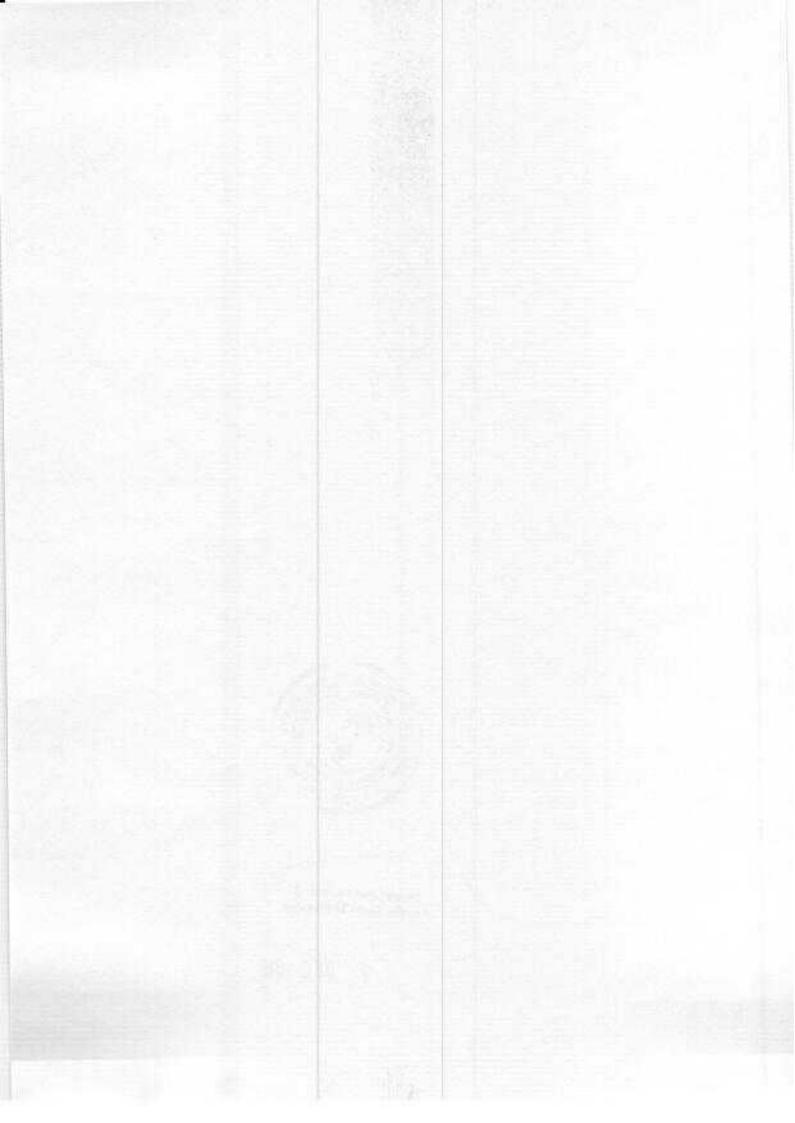
In pursuance of the aforesaid and in lieu of the consideration of a total sum of Rs. 1,27,00,000/- (Rupces One Crore and Twenty Seven Lacs only) paid by and/or on behalf of the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby as also by the receipt/memo of consideration hereunder written admits and acknowledges and of and from the payment of the same and every part thereof doth hereby absolutely and forever acquits, releases, discharges and exonerates the Purchaser as also the Said Undivided Share), the Vendor doth hereby sells, grants, transfers, conveys, assigns, releases and confirms to, unto and in favour of the Purchaser herein All that the Said Undivided Share described in the Second Schedule hereunder written being All That the undivided 1/4th (one-fourth) share and/or interest in/of the Subject Property being All that the piece and parcel of land admeasuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less together with structures thereon, situate, lying at and being Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, Police Station Haridevpur (Tormerly Thakurpukur and prior thereto Behala), Post Office Barisa, within Ward No. 122 of the Kolkata Municipal Corporation, more specifically described in the First Schedule hereunder written and bordered Red on the Plan annexed hereto, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttors, wakfs, bargadars, tenants, thika tenancies, lessees, occupiers, trespassers, encroachments, liabilities, debts, executions, prohibitions, restrictions, demands, claims, vesting proceedings, attachments, acquisitions, requisitions, alignments etc. whatsoever or howsoever, in vacant, free and peaceful possession Together With an undivided 1/4th (one-fourth) share and/or interest in/of/over all the ways, paths, passages, pathways, under-ways, sewers, drains, trees, shrubs, water courses, structures, gates, courts, courtyards, compounds, boundary walls on all sides, areas, fences, hedges and all manner of former and/or present and/or future rights, lights, liberties, easements, quasieasements, privileges, advantagés, appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or with the same or any part thereof or reputed or known to be a part and parcel or

member thereof or with which the same or any part thereof is/be taken as part held used occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto And the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof And all the estate, right, title, interest inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon and in respect of the Said Undivided Share and every part thereof and all other rights and properties hereby granted, conveyed, transferred, assigned and assured or expressed or intended to be so and every part or parts thereof And Together With all other rights, title, benefits, privileges and/or appurtenances that might have accrued to the Vendor and/or to the Said Undivided Share with the passage of time or otherwise And Further Together With the benefits, rights etc. of/in all permissions, sanctions, plans, no objection certificates, clearances etc. of any and every nature whatsoever or howsoever granted and/or applied for from time to time in respect of the Subject Property And all deeds, pattahs, muniments, writings and evidences of title which in any manner relate to the Said Undivided Share or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, its executors, administrators or representatives or any person from whom the Vendor and/or any of them can or may procure the same To Have And To Hold Own Possess And Enjoy the Said Undivided Share and each and every part thereof and all other properties, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be Together With All rights, members and appurtenances thereof unto and to the use of the Purchaser, its executors, administrators, representatives, successors-ininterest and assigns absolutely and forever free from all encumbrances, liabilities etc.

- II. In addition to and without prejudice to the undertakings, covenants, warranties and representations contained elsewhere, the Vendor doth hereby further covenants with and undertakes and warrants to the Purchaser as follows:
 - that the Vendor is absolutely entitled to the Said Undivided Share free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttors, wakfs, bargadars, trespassers, tenants, thika tenancies, lessees, occupiers, encroachments, liabilities, debts, executions, prohibitions, restrictions, demands, claims, vesting proceedings, attachments, acquisitions, requisitions, alignments etc. whatsoever or howsoever; and
 - that the interest which the Vendor doth hereby professes to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing at any time done or executed or suffered to the contrary, the Vendor has good right, full power, absolute authority and in defeasible title to grant, sell, convey, transfer, assign and assure the Said Undivided Share hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents; and



- that the Vendor has not at any time done or executed any acts, deeds, documents or writings or suffered or been party or privy to any act, deed, matter or thing, whereby the Said Undivided Share and/or any part or portion thereof and/or all other rights, title hereby transferred, assigned and assured and/or intended so to be can or may be impeached, encumbered or affected in title; and
- that it shall be lawful for the Purchaser to and the Purchaser shall at all times be entitled to peaceably and quietly hold, possess, use, and enjoy the Said Undivided Share and all other rights, title and benefits appurtenant thereto and receive and take the rents, issues and profits thereof/therefrom and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Vendor and/or any person or persons having or lawfully or equitably or otherwise claiming any right, title, interest, property, claim or demand whatsoever in or upon the Said Undivided Share or any part thereof from, through, under or in trust for the Vendor or any person or persons whomsoever; and
- v) that free and clear and freely and clearly and absolutely acquitted, exonerated, released, discharged or otherwise well and sufficiently saved defended, kept harmless and indemnified against all estates, charges, mortgages, liens, lispendens, debts, attachments, execution, claims, demands, prohibitions, restrictions, encumbrances, liabilities etc. whatsoever made or suffered by the Vendor and/or any person or persons lawfully or equitably claiming as aforesaid; and
- vi) that all rents, rates, land revenue, taxes, electricity dues and all other outgoings whatsoever payable in respect of the Subject Property, by whatever name called, each together with interest and penalty thereon, have been paid, cleared and satisfied in full till the date of these presents, and the Vendor undertakes to keep the Purchaser fully safe, harmless and indemnified in respect of the 1/4th (one-fourth) share thereof; and
- vii) that the Vendor and all persons having or lawfully or equitably claiming any right, title, interest, property, claim or demand whatsoever in or upon the Said Undivided Share or any part thereof from, through, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make, do, acknowledge and execute or cause to be made, done acknowledged and executed all such acts, deeds, matters, things and assurances whatsoever for further better and more perfectly and effectually assuring and transferring the Said Undivided Share and every part thereof unto and to the use of the Purchaser, as shall or may be required by the Purchaser or otherwise; and
- viii) that the Vendor hereby undertakes to keep the Purchaser fully safe, defended, harmfess and indemnified against inter alia all estates, charges, mortgages, liens, lispendens, debts, attachments, executions, claims, demands, prohibitions, restrictions, encumbrances, liabilities etc. whatsoever or howsoever in respect of the Said Undivided Share and/or any part thereof; and



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- that each of the recitals of in this Indenture shall and/or shall be deemed to form a part of the operative portion of this Indenture.
- The Vendor doth hereby and hereunder irrevocably nominates, constitutes and III. appoints the Purchaser herein for and on behalf of the Vendor to do, execute and perform all such acts, deeds, matters, things and assurances whatsoever in respect of the Said Undivided Share, as the Purchaser may so determine at its sole and absolute discretion including but not limited to execution and registration of deed(s), document(s), deed(s) of rectification etc. pertaining to the sale and transfer of the Said Undivided Share as also such acts, deeds and things for further better and more perfectly and effectually assuring and transferring the Said Undivided Share and every part thereof unto and to the use of the Purchaser, with the absolute and irrevocable power, right and authority to delegate and/or assign all/any/some of the powers, authorities etc. granted hereunder in favour of any person/party as the Purchaser may deem fit and proper at its sole and absolute discretion, it being confirmed and undertaken by the Vendor that the aforesaid powers and authorities granted in favour of the Purchaser, being in lieu of valuable consideration coupled with interest, are and shall always remain irrevocable and shall bind the Vendor, without any objection being raised by the Vendor on any ground whatsoever or howsoever.

The First Schedule Above Referred To

("Subject Property")

All that the piece and parcel of land admeasuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less together with all R.T. sheds, dwelling units and structures thereon collectively admeasuring 14,177 (fourteen thousand one hundred and seventy seven) sq.ft. more or less, situate, lying at and being Premises No. 650. Raja Ram Mohan Roy Road, Kolkata - 700 008, Police Station Haridevpur (formerly Thakurpukur and prior thereto Behala), Post Office Barisa, within Ward No. 1220f the Kolkata Municipal Corporation, and bordered Red on the Plan annexed hereto, and butted and bounded as follows:-

On the North

By the road known as Raja Ram Mohan Roy Road, Kolkata;

On the East

:Partly by Premises No. 205A/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 82/2, Raja Ram Mohan Roy Road, Kolkata and partly by the road known as Raja Ram Mohan Roy Road, Kolkata;

On the West

Partly by Premises No. 82/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 228/C, Raja Ram Mohan Roy Road, Kolkata and partly by Premises No. 229, Raja Ram Mohan Roy Road, Kolkata; and

On the South

By Premises No. 84/6A, Raja Ram Mohan Roy Road, Kolkata.

Or howsoever the same may be butted, bounded, known or numbered.

The Second Schedule Above Referred To

("Said Undivided Share")

All That the undivided 1/4th (one-fourth) share and/or interest in/of All That the Subject Property (which Subject Property is more specifically described in the First Schedule hereinabove written).

In Witness Whereof each of the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

Executed And Delivered by the Vendor at Kolkata in the presence of:

O. P. Shame

2, Rowland Road,

Kalkati Jerryo

WELLPLAN CHRPHNATE MARAGEMENT PET- LIS

Souther France Solviers)

Executed And Delivered by the Purchaser at Kolkata in the presence of: .

Drafted by: Rockrike Orgh

Radhika Singh

Advocate High Court Calcutta

Enrolment No. WB/1249/1999

SUHANA AWAS PVT. LTD.

Memo of Consideration

Received by the withinnamed Vendor from and/or on behalf of the withinnamed Purchaser, a sum of Rs. 1,27,00,000/- (Rupees One Crore and Twenty Seven Lacs only) being the entire consideration payable in lieu of the Said Undivided Share, as follows:

Date	Amount (Rs.)	Bank	Mode of payment – RTGS/Negotiable Banking Instrument/Other Mode (UTR No./ Cheque No.)
2 ^{no} July, 2015	5,00,000/-	HDFC Bank Ltd., Park Circus Branch	HDFCR52015070265166706
2 nd July, 2015	5,00,000/-	State Bank of India, Brabourne Road Branch	SBINR52015070217072706
8 th July, 2015	15,00,000/-	Allahabad Bank, Bahubazar Branch	ALLA201507085001619796
24 th July, 2015	10,00,000/-	Allahabad Bank, Bahubazar Branch	ALLA201507245001683968
28 th July, 2015	5,00,000/-	HDFC Bank Ltd., Park Circus Branch	HDFCR52015072866144909
3 rd August, 2015	27,00,000/-	HDFC Bank Ltd., Park	HDFCR52015080366344379

		Circus Branch	
7 th August, 2015	15,00,000/-	Allahabad Bank, Bahubazar Branch	ALLA201508075001738450
28 th August, 2015	10,00,000/-	Allahabad Bank, Bahubazar Branch	ALLA201508285001821009
19 th August, 2015	3,50,000/-	HDFC Bank Ltd., Park Circus Branch	HDFCR52015081966993094
1 st September, 2015	5,00,000/-	Allahabad Bank, Bahubazar Branch	ALLA201509015001837857
29th October, 2015	2,00,000/-	HDFC Bank Ltd., UNB Branch	HDFCR52015102969748768
3 rd November, 2015	, 5,50,000/-	HDFC Bank Ltd., Park Circus Branch	HDFCR52015110370007562
5 th November, 2015	17,00,000/-	HDFC Bank Ltd., Park Circus Branch	HDFCR52015110570117961
9th November, 2015	73,000/-	HDFC Bank Ltd., Park Circus Branch	304513

9 th November, 2015	1,27, 000/-	Towards TDS = 1% of Rs. 1,27,00,000/-
Total	1,27,00,000/-	

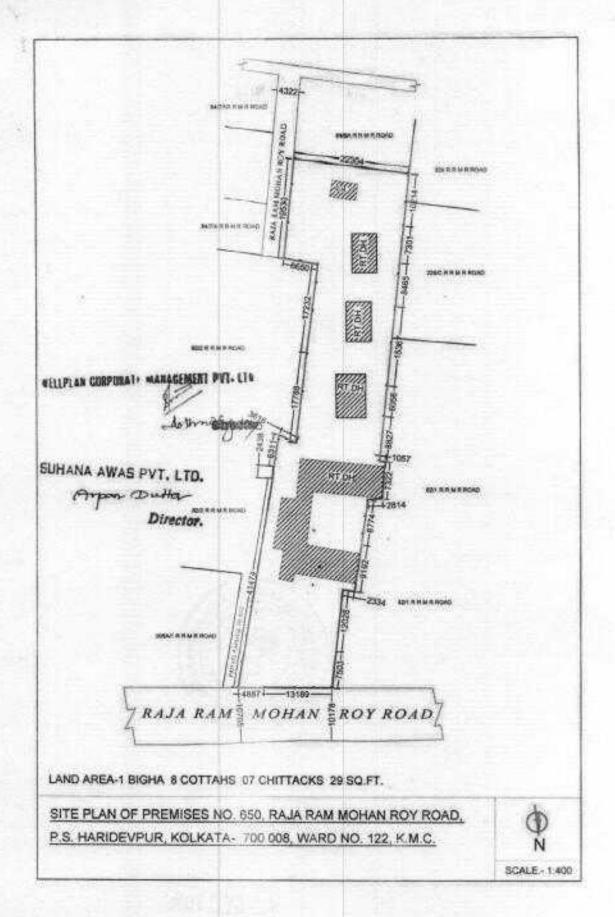
(Rupees One Crore and Twenty Seven Lacs only)

WELLPLAN GURPURATE MARAGEMENT PUT. LIB

Signature of the Vendor

Witness:

O-P. Shamma.



CONTRACTOR OF