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AD 12/6/12

Additional Registrar of Assurances-II
Kolkata



Certified that the document is a true and correct copy of the original as shown to me by the person whose name is written above.



AD 12/6/12

THIS INDENTURE OF CONVEYANCE made this 8th day of June Two Thousand and Twelve

BETWEEN

GANGA PROPERTIES PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 having its Registered Office at 9/1, R.N. Mukherjee Road, Kolkata-700001, having PAN No.AAACG9257E, hereinafter referred to as "the Vendor" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors) of the ONE PART;

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MD. T. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.

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CHOWRINGHEE PLANNERS LLP
"Vaibhav", 4F, 4 Lee Road
Kolkata-700 020

NAME
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Rs
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SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Koli	

Saharsh Parakh



A062

For CHOWRINGHEE PLANNERS LLP

Saharsh Parakh

(SAHARSH PAREKH) Partner



A063

Ujjwal Pareek



A064

For GANGA PROPERTIES PRIVATE LTD.

Ujjwal Pareek

Director



A065

For GANGA PROPERTIES PRIVATE LTD.

Ujjwal Pareek



Identified by me
Kusum Jindoo, Advocate
High Court, Calcutta

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12/6/12

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AND

CHOWRINGHEE PLANNERS LLP, a limited liability firm registered under the Limited Liability Partnership Act, 2008 and having its registered office at Vaibhav (4F), 4, Lee Road, Kolkata 700 020, having PAN No.AAHFC6777B, hereinafter referred to as "the Purchaser" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and assigns) of the OTHER PART;

WHEREAS:

1. By an Indenture of Conveyance dated 2nd July 1918 made between John Carapiet Galstaun, as Vendor therein of the one part and Rai Bahadur Buldeo Das Birla, Jugal Kisore Birla, Rameshwar Das Birla, Ghanshyam Das Birla and Brij Mohan Birla, all forming Joint Hindu Family and carrying on business under the name and style of "Buldeo Das Jugal Kisore" as Purchasers therein of the other part and registered with the Registrar of Assurances, Calcutta in Book I, Volume No.87, Pages 69 to 74, Being No.2844 for the year 1918, the said John Carapiet Galstaun, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Rai Bahadur Buldeo Das Birla and Ors. ALL THAT brick-built building dwelling houses, messuages, tenements, hereditaments and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 Bighas 15 Cottahs but recorded in the register of Collector of Calcutta as 02 Bighas 13 Cottahs 10 Chittacks 25 Square feet being a little more or less situate lying at and being Premises No.54, Chowringhee Road, Calcutta, more particularly described in the First Schedule hereunder written and hereinafter referred to as "the First Premises" for the consideration therein mentioned.

2. By an Indenture of Conveyance dated 7th February, 1919 made between David Aaron Gubboy, the surviving trustee under a Deed of Marriage Settlement dated 11th May, 1875, as Vendor of the First Part, Aaron Hye Nusseem Ezekiel Judah and his wife Hannah Judah as beneficiaries of the Second Part and Rai Bahadur Buldeo Das Birla and Jugal Kisore Birla, as Purchasers of the Third part and registered with the Registrar of Assurances Calcutta in Book I, Volume No.42, Pages 39 to 50, Being No.543 for the year 1919, the said David Aaron Gubboy as such trustee, with the consent of the beneficiaries, sold conveyed and transferred unto and to the said Rai Bahadur Buldeo



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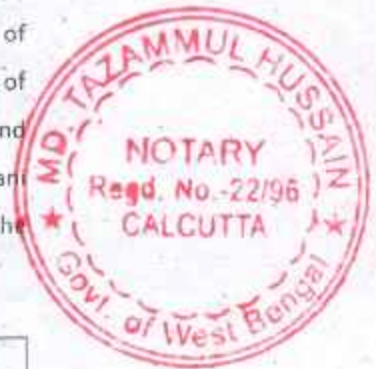
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Das Birla and Another, ALL THAT brick-built building dwelling houses messuages tenements hereditaments and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 01 Bigha 7 Cottahs 2 Chittacks more or less situate lying at and being Premises No.53. Chowringhee Road, Calcutta and more particularly described in the Second Schedule hereunder written and hereinafter referred to as "the Second Premises", for the consideration therein mentioned.

3. Pursuant to the family arrangement arrived at by and between the members of the family of Rai Bahadur Buldeo Das Birla, Jugal Kisore Birla, Rameshwar Das Birla, Ghanshyam Das Birla and Braj Mohan Birla, various family properties including the First Premises and the Second Premises, were divided and allotted to (i) Jugal Kisore Birla (ii) Rameshwar Das Birla for self and as karta of his HUF and father and natural guardian of minor sons (iii) Smt Sarda Kumari Birla (iv) Ghanshyam Das Birla, for self and as karta of his HUF and father and natural guardian of minor sons (v) Braj Mohan Birla for self and as karta of his HUF and father and natural guardian of his minor son (vi) Smt Rukmani Birla (vii) Lakshminiwas Birla and (viii) Gajanan Birla, for their exclusive use in the following proportions.

Sl No.	Name	Share
1.	Jugal Kisore Birla	1/4 th
2.	Rameshwar Das Birla	1/16 th
3.	Smt Sarda Kumari Birla, w/o. Rameshwar Das Birla	1/16 th
4.	Rameshwar Das Birla, Guardian of his minor son Madhav Prasad Birla	1/16 th
5.	Gajanan Birla	1/16 th
6.	Lakshminiwas Birla	1/12 th
7.	Ghanshyam Das Birla as natural guardian of his minor sons Krishna Prosad Birla and Basant Kumar Birla (each minor 1/12 th share)	1/6 th
8.	Braj Mohan Birla	1/12 th
9.	Smt Rukmani Birla, w/o. Braj Mohan Birla	1/12 th
10.	Braj Mohan Birla as natural guardian of his minor son Ganga Prasad Birla	1/12 th



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4. For the purpose of dealing interalia in the First Premises and the Second Premises and for management and improvement of the same, the said Jugal Kisore Birla

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& Ors. mentioned in clause 3 hereinabove formed a Partnership or Joint Stock Company and an Articles of Association of Partnership was entered into whereby members of the family became the share holders of such Company duly registered under Part VIII of the Indian Companies Act 1913 on 26th April, 1932 and their properties completely vested in the Company known as Ganga Properties Limited.

5. As a part of the family arrangement, it was also arranged that the family members namely (i) Rai Bahadur Buldeo Das Birla, (ii) Rani Chhogi Devi (iii) Jugal Kisore Birla (iv) Rameshwar Das Birla for self and as karta of his HUF and father and natural guardian of minor son (v) Sarda Kumari Birla (vi) Ghanshyam Das Birla, for self and as karta of his HUF and father and natural guardian of minor sons (vii) Braj Mohan Birla for self and as karta of his HUF and father and natural guardian of minor son (viii) Smt Rukmani Birla (ix) Lakshminiwas Birla and (x) Gajanand Birla, in pursuance of various capacities in them vested, would release and transfer all their right title and interest, if any, in various properties including the First Premises and the Second Premises and in pursuance thereof by an Indenture dated 30th April, 1932, registered with the Registrar of Assurances, Calcutta in Book I, Volume No.39 at Pages 203 to 209 Being No.1466 for the year 1932, the said Rai Bahadur Buldeo Das Birla and Others released, transferred and assigned all their right title and interest in the properties described in Schedule "A" thereunder written including the First Premises and the Second Premises, unto and to the said Ganga Properties Limited absolutely and forever, for the consideration therein mentioned.

6. The said Ganga Properties Limited had let out the First Premises and the Second Premises to various tenants from time to time as detailed in the Third Schedule hereunder written (hereinafter referred to as "the said Tenants") on the terms and conditions contained in their respective tenancy agreements. These Tenancies are still continuing.

7. The Second Premises was subsequently re-numbered as 53A and 53B Chowringhee Road, Calcutta by the then Calcutta Municipal Corporation now known as Kolkata Municipal Corporation (KMC).

8. The name of Ganga Properties Limited was mutated as owner in respect of Premises No.54, Chowringhee Road (Assessee No.110631000307), Premises No.53A,



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Chowringhee Road (Assessee No.110631000289) and 53B, Chowringhee Road (Assessee No.110631000290) (previously 53, Chowringhee Road), Calcutta since changed to Kolkata. The KMC taxes have been paid upto 1st Quarter 2012-2013 in respect of the Premises Nos.54, 53A and 53B Chowringhee Road, Kolkata.

9. The name of Ganga Properties Limited was changed to Ganga Properties Private Limited under certificate of change of name issued by the Deputy Registrar of Companies, West Bengal on the 18th January, 2010.

10. In the Premises, Ganga Properties Private Limited, the Vendor herein is seized and possessed of and/or otherwise well and sufficiently entitled to the First Premises and the Second Premises described in the First and Second Schedules hereunder written subject to the existing tenancies detailed in the Third Schedule hereunder written.

11. Upon being approached by the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the First Premises and the Second Premises, on as is where is basis, at or for a consideration of Rs.72,00,00,000/- (Rupees Seventy Two Crores) only.

12. The said consideration of Rs.72,00,00,000/- (Rupees Seventy Two Crores) only shall be paid by the Purchaser to the Vendor as follows:

- (i) Rs.39,00,00,000/- (Rupees Thirty Nine Crores) on or before the execution of the Indenture of Conveyance;
- (ii) Rs.33,00,00,000/- (Rupees Thirty Three Crores) being the balance consideration within 18 months from the date of execution of the Indenture of Conveyance, failing which interest @15% per annum will be payable for the delayed period.

13. The Purchaser has perused the documents of title, evidences, deeds and writings in respect of the First Premises and the Second Premises, inspected the original and certified copies thereof, inspected the First Premises, the Second Premises, the books and other papers relating thereto and has fully satisfied itself in all respects in relation to the First Premises and the Second Premises, including title of the Vendor in respect of



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the First Premises and the Second Premises and agrees not to raise any claim or demand in respect thereof on any account whatsoever.

14. At the request of the Purchaser the Vendor has agreed to convey the First Premises and the Second Premises in favour of the Purchaser, on as is where is basis, by virtue of these presents on the terms contained herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement and in consideration of the sum of Rs.72,00,00,000/- (Rupees Seventy Two Crores) only agreed to be paid by the Purchaser to the Vendor, out of which Rs.39,00,00,000/- (Rupees Thirty Nine Crores) only has been paid by the Purchaser to the Vendor on or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge) and the balance consideration of Rs.33,00,00,000/- (Rupees Thirty Three Crores) only shall be paid by the Purchaser to the Vendor within 18 (eighteen) months from the date of these presents, failing which interest @ 15% (fifteen percent) per annum will be payable for the delayed period, the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser, on as is where is basis read with the clause II(vii) hereinafter (1) ALL THOSE brick built buildings, outhouses and other structures having total built up area of 31,938 sq.ft. together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 Bigha 15 Cottahs equivalent to 39600 sq. ft. (recorded in the register of Collector of Kolkata as 02 Bighas 13 Cottahs 10 Chittacks 25 sq. ft. equivalent to 38635 sq.ft.) being the same a little more or less situate lying at and being Premises No.54, Chowringhee Road, Kolkata (hereinafter referred to as the "the First Premises") and more particularly described in the First Schedule hereunder written and delineated in the map or plan 'A' annexed hereto and thereon bordered 'red' and (2) ALL THOSE brick built buildings, outhouses and other structures having total built up area of 31324 sq.ft. together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 01 Bigha 7 Cottahs 2 Chittacks equivalent to 19530 sq.ft. being a little more or less situate lying at and being Premises 53 Chowringhee Road, Kolkata subsequently renumbered as 53A and 53B Chowringhee Road, Kolkata (hereinafter collectively referred to as "the Second Premises") and more particularly described in the Second Schedule hereunder written and delineated in the map or plan 'B' annexed hereto and thereon bordered 'red' TOGETHER WITH all and singular the edifices, fixtures, gates, courts, courtyards,



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compound, compound walls on all sides, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever 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 reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof AND all the estate right title interest use property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the First Premises and the Second Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH all deeds, pattas, muniments, writings and evidences of title in anywise relating to or connected with the First Premises and the Second Premises or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the First Premises and the Second Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances, trusts, debutter attachments, acquisitions, requisitions, alignments and lispendens whatsoever subject however to the existing tenancies detailed in the Third Schedule hereunder written.



II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) THAT notwithstanding any act, deed or thing by the Vendor done or knowingly suffered to the contrary, the Vendor now has good right, full power and absolute authority to convey the First Premises and the Second Premises hereby granted and conveyed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- (ii) AND THAT the Purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the First Premises and the Second Premises and to deal with the First Premises and the Second Premises in any manner whatsoever, at its absolute discretion and receive the rents issues and profits thereof without any lawful eviction, interruption, claim

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or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from, under or in trust for the Vendor;

- (iii) AND THAT the First Premises and the Second Premises are freed and discharged and sufficiently indemnified against all and all manner of encumbrances created by the Vendor or its predecessors and persons claiming through, under or in trust for the Vendor subject however to the existing tenancies hereinbefore mentioned;
- (iv) AND THAT the Vendor and all person or persons having or lawfully or equitably claiming as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further and more perfectly assuring the First Premises and the Second Premises unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required;
- (v) AND THAT the Vendor has delivered the original/certified copies of the documents of title, evidences, deeds and writings relating to the First Premises and the Second Premises, as were in the custody of the Vendor to the Purchaser simultaneously with the execution of these presents (the receipt whereof the Purchaser doth hereby admit and acknowledge);
- (vi) AND THAT the Vendor has delivered symbolic possession of the First Premises and the Second Premises to the Purchaser on as is where is basis read with clause (vii) hereinafter, simultaneously with the execution of these presents (the possession whereof the Purchaser doth hereby admit and acknowledge);
- (vii) AND That all rates, taxes, assessments, liabilities, impositions and outgoings on account of taxes, in respect of the First Premises and the Second Premises upto the date of these presents whether assessed, levied, imposed before or after the date hereof shall be borne and paid by the Vendor and the Vendor shall keep the Purchaser indemnified against all actions, claims and demands in this connection;



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- (viii) The Vendor shall sign all such documents, affidavit, declaration and other papers as may be required for mutation of the name of the Purchaser in respect of the First Premises and the Second Premises;

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:

- (i) THAT the Purchaser has perused the documents of title evidences, deeds and writings in respect of the First Premises and the Second Premises, inspected the originals/certified copies thereof, inspected the First Premises, the Second Premises, the books and other papers relating thereto and has fully satisfied itself in all respects in relation to the First Premises and the Second Premises, including the title of the Vendor in respect of the First Premises and the Second Premises and agrees not to raise any claim or demand in respect thereof on any account whatsoever;

- (ii) AND THAT the Purchaser shall pay the balance consideration of Rs.33,00,00,000/- (Rupees Thirty Three Crores) to the Vendor without any deduction on any account whatsoever within 18 months from the date of these presents, failing which the Purchaser shall be liable to pay interest @ 15% per annum for the delayed period;

- (iii) AND THAT the Purchaser shall bear and pay all rates, taxes, assessments, liabilities, impositions and outgoings in respect of the First Premises and the Second Premises relating to the period commencing from the date of these presents and shall keep the Vendor indemnified against all actions, claims and demand in these regards;

- (iv) AND THAT the stamp duty, registration fee and other costs and charges and expenses in respect of these presents shall be borne and paid by the Purchaser;

IV. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASER that notwithstanding the provision for payment of interest for delayed payment by the Purchaser, the Vendor shall be entitled to take legal actions against the Purchaser for recovery of the balance consideration of Rs.33,00,00,000/- (Rupees Thirty Three Crores) or part thereof immediately after the expiry of 18 months from the date of these presents.



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THE FIRST SCHEDULE ABOVE REFERRED TO:

(the First Premises)

All Those the main building, outhouses and other structures of partly cement flooring and partly mosaic flooring and marble flooring in approximately 500 sq. ft area, comprising Ground Floor of 15,484 sq. ft., First Floor of 9724 sq. ft and Second Floor of 6730 sq. ft. having total built up area of 31938 sq.ft. together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 Bigha 15 Cottahs equivalent to 39,600 sq.ft. but recorded in the register of Collector of Calcutta as 02 Bighas 13 Cottahs 10 Chittacks 25 Square feet equivalent to 38,635 sq.ft. more or less situate lying at and being Premises No.54 Chowringhee Road, Kolkata-700071, Ward No.063 within Police Station Shakespeare Sarani, Registration Office – Registrar of Assurances, Kolkata and butted and bounded -

On the North : Partly by Premises No. 52 & partly
by Premises No..53 Chowringhee Road;
On the South : By Premises No.55 Chowringhee Road;
On the East : By Premises No.4 Lord Sinha Road;
On the West : By Chowringhee Road;



OR HOWSOEVER OTHERWISE the said Premises or any part thereof now are or is or heretobefore were or was situated butted bounded called known numbered and distinguished and delineated in the map or plan 'A' hereto annexed and thereon bordered 'Red'.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(the Second Premises)

All Those the main building, outhouses and other structures of partly cement flooring partly mosaic flooring and marble flooring in approximately 500 sq.ft area, comprising Ground Floor of 15,708 sq.ft., First Floor of 9536 sq.ft, and Second Floor of 6080 sq.ft., having total built up area of 31,324 sq.ft. together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 01 Bigha 7 Cottahs 2 Chittacks equivalent to 19530 sq.ft. being a little more or less situate lying at and being Premises No.53,

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Chowringhee Road, Kolkata since renumbered as 53A and 53B Chowringhee Road, Kolkata-700071, Ward No.063, within Police Station Shakespeare Sarani, Registration Office Registrar of Assurances, Kolkata, and butted and bounded -

On the North : By Premises No.52 Chowringhee Road ;
 On the South : By Premises No.54 Chowringhee Road;
 On the East : By Premises No.52, Chowringhee Road;
 On the West : By Chowringhee Road;

OR HOWSOEVER OTHERWISE the said Premises or any part thereof now are or is or heretobefore were or was situated butted bounded called known numbered and distinguished and delineated in the map or plan 'B' hereto annexed and thereon bordered 'red'.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of Tenancies)

Premises No. 54, Chowringhee Road, Kolkata

Sl. No.	Name of the Tenant	Flats/ Shop No.	Carpet area in sq.ft. (Appx.)	Use	Date of Rent Agreement	Total amount of Rent, Maintenance & KMC Taxes
1.	Dr. Debashish Ghosh	1	1220	Commercial	15.12.1975	Rs.4780.00
2.	Mrs. Keya Sen & Others	1A	980	Commercial		Rs.9519.00
3.	Dr. A.K. Das, & Dr. S.K. Dutt,	2	1100	Commercial	15.12.1975	Rs.9352.00
4.	EKO- Diagnostics (P) Ltd.	2A	1330	Commercial	04.11.1988	Rs.2989.00
5.	Cardio Vascular Imaging Centre	3	975	Commercial	3.6.1985	Rs.4137.00
6.	Eko- Diagnostics (P) Ltd.	3A	600	Commercial	1.11.1988	Rs.1258.00
7.	Dr. Surendra Kumar Sharma	4&4A	2200	Commercial	8.6.1979	Rs.7620.00
8.	Mrs. Shanti Devi Tiberwal	5	1000	Semi-Commercial	12.4.1976	Rs.4679.00
9.	Shanti Investment (P) Ltd.	6	580	Semi-Commercial	29.4.1981	Rs.5198.00
10.	Calcutta Medical Imaging Institute Ltd.	7&7A	1400	Commercial	13.1.1990	Rs.3884.00



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11.	Shri Pradeep Tiberwal	7-B	421	Semi-Commercial	24.3.1980	Rs.4503.00
12.	Shri R.S. Khaitan	6B	350	Semi-Commercial	31.8.1977	Rs.2945.00
13.	Shri Devesh Kumar Agarwal	Godown /Office	120	Commercial		Rs.692.00
14.	Calcutta Medical Imaging Institute Ltd.	Open Space for transformer	215	Commercial		Rs.1040.00
15.	Digjam Ltd.	Shop SA, 6A	2935	Commercial		Rs.32000.00
16.	Anisha Designs (P) Ltd.	Shop	800	Commercial		Rs.6400.00
17.	Shri Anandilal Goswami	8	1445	Residential	20.6.1977	Rs.2147.00
18.	Shri Yogesh Saraogi	8-B	405	Residential		Rs.1145.00
19.	Shri Raja P.C. Deo Bhanj	9&10	1400	Residential	31.5.1976	Rs.4008.00
20.	Shri K.P. Khosla	11	380	Residential	15.12.1975	Rs.823.00
21.	Mr Daryll Andrew	12	225	Residential		Rs.1000.00

Total Carpet Area = 20081 sq.ft.

Service & common areas = 11857 sq.ft.

Total : = 31938 sq.ft.



Premises No. 53, since renumbered as 53A & 53B, Chowringhee Road, Kolkata

Sl.No.	Name of the Tenant	Flats/Shop No.	Carpet area in sq.ft. (Approx.)	Use	Date of Agreement	Total amount of Rent, Maintenance and KMC Taxes
1.	Saraf Brothers	1, Garage & Servant Qtr.	986	Semi-Commercial	29.9.1983	Rs.6930.00
2.	Saraf Brothers	7 & Servant Qtr.	1020	Semi-Commercial	15.9.1975	Rs.7275.00
3.	S.K. Foundry & Services (P) Ltd.	12A & Garage	400	Commercial	23.9.1975	Rs.4679.00
4.	Mrs. Vihangini Purohit	12B	700	Semi-Commercial	2.5.1985	Rs.3465.00
5.	Mrs. Manju Golchha & Shri S. Golchha	12C & Servant Qtr.	600	Commercial		Rs.1997.00
6.	Mrs. Vihangini Purohit	13	500	Semi-Commercial		Rs.2606.00
7.	Shri Alope Nopany	South Cottage	800	Commercial	28.2.1979	Rs.9198.00

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8.	Mrs. Chung Chin Fang	Shop 53A	600	Commercial	16.9.1975	Rs.4677.00
9.	Shri Raman Bahari	Shop 53D	1240	Commercial	16.9.1975	Rs.6235.00
10.	Shri Raj Kr. Golchha & Mrs. M. Golchha	Shop 53E & Garage	1920	Commercial	08.08.1983	Rs.12121.00
11.	Indian Airlines	One large hall & Servant Qtr.	3500	Commercial	31.5.1976	Rs.16,000.00
12.	Shri Devesh Kumar Agarwal	Shop & Servant Qtr.	400	Commercial	04.02.1977	Rs.1558.00
13.	Shri Mahendra Kumar Rungta	Shop & Servant Qtr.	400	Commercial	2.02.1977	Rs.1558.00
14.	Shri Jatin Bhatt	2, Garage & servant Qtr.	1160	Residential	-	Rs.5000.00
15.	Shri S.N. Ghosh	3	630	Residential	-	Rs.1890.00
16.	Mrs. Bimla Nayar	4	980	Residential	16.9.1975	Rs.3177.00
17.	Shri Santosh Kumar Rungta	5, 6 & Servant Qtr.	674	Residential	2.2.1977	Rs.743.00
18.	Shri Ajay Kumar Agarwal	8 & Servant Qtr.	393	Residential	2.5.1985	Rs.687.00
19.	Mrs. M.K. Rao	9	980	Residential	17.09.1975	Rs.2805.00
20.	Shri R.S. Khaitan	10	960	Residential	17.09.1975	Rs.2862.00
21.	Shri P.K. Bhatia	11	1350	Residential	17.09.1975	Rs.3864.00
22.	Shri. S.P. Khatter	12 & Servant Qtr.	1100	Residential	25.09.1975	Rs.3150.00
23.	Shri S P Khatter	Garage	100	Residential	-	Rs.221.00
24.	Subhlabh Project (P) Ltd	Garage & Servant Qtr.	220	Semi-Commercial	3.5.1985	Rs.682.00

Total Carpet Area = 21613 sq.ft.
 Service & common areas = 9711 sq.ft.
 Total : = 31324 sq.ft.



TRUE COPY
ATTESTED BY ME

16 AUG 2012

MD. T. HUSSAIN Notary

City Civil Court

Calcutta

Regd. No. 22/96 Govt. of W.B.

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

THE COMMON SEAL of the within named Vendor has hereunto been affixed in pursuance of the resolution passed in the meeting of Board of Directors dated 10th May, 2012 by Mr N K Agarwalla and Mr A K Dassani, Directors, who in token thereof have executed these presents at Kolkata in the presence of:

[Signature]
(V.C. JAIN)
V. R. N. Mukherjee Road
Kolkata-700001.

[Signature]
(I.P. AGRAWAL)
V. R. N. Mukherjee Road
Kolkata-700001

For GANGA PROPERTIES PRIVATE LTD.

[Signature]
(N.K. AGARWALLA) Director

[Signature]
(A.K. DASSANI) Director



SIGNED SEALED AND DELIVERED by the within named Purchaser CHOWRINGHEE PLANNERS LLP, through its Partners, Mr Utsav Parekh and Mr. Saharsh Parekh pursuant to the Resolution dated 10th May, 2012 at Kolkata in the presence of:

[Signature]
(PRADIP KUMAR DUGAR)
4, Lee Road. Kolkata-20.

[Signature]
KANYA HARIMARAN, Advocate
238B ATC BOLE ROAD
KOLKATA 700020

For CHOWRINGHEE PLANNERS LLP

[Signature]
(UTSAV. PAREKH) Partner

For CHOWRINGHEE PLANNERS LLP
[Signature]
(SAHARSH PAREKH) Partner

TRUE COPY
ATTESTED BY ME

MD. T. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.

Drafted by me
Souvik Chakraborty

16 AUG 2012

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.39,00,00,000/- (Rupees Thirty Nine Crores) only being the part payment of the consideration payable under these presents as per the Memo written below:

By Cheque No.975626 dated 31.10.2011 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs.4,30,00,000/-
By Cheque No.975627 dated 11.11.2011 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs. 70,00,000/-
By Cheque No.975650 dated 08.02.2012 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs.8,52,50,000/-
By Cheque No.975655 dated 02.03.2012 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs.2,00,00,000/-
By Cheque No.975656 dated 05.03.2012 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs. 47,50,000/-
By Cheque No. 975662 dated 16.04.2012 drawn on HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata issued by the Purchaser in favour of the Vendor for	Rs.11,00,00,000/-
By Pay Order No.160774 dated 11.05.2012 issued by HDFC Bank Ltd. 2/6, Sarat Bose Road, Kolkata on behalf of the Purchaser in favour of the Vendor for	Rs.12,00,00,000/-
Total :	Rs.39,00,00,000/-

(Rupees Thirty nine crores only)

WITNESSES:

[Signature]
CU.C. JAIN
9/1, R.N. Mukherjee Road
Kolkata 700 001.

[Signature]
(J. P. AGRAWAL)
9/1, R.N. Mukherjee Road
Kolkata - 700001

TRUE COPY
ATTESTED BY ME



For GANGA PROPERTIES PRIVATE LTD.
[Signature]
MD. T. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.

Director

18 AUG 2012

Architectural site plan of a property in Tazamul, India. The plan shows several buildings, including a 'THREE STOREY BUILDING' (shaded pink), a 'TWO STOREY BUILDING', and a 'THREE STOREY BUILDING'. It also shows a 'PASSAGE FOR ENTRANCE TO BE SHOURANGHEE ROAD', a 'MAIN ROAD', and a 'PASSAGE FOR ENTRANCE TO BE SHOURANGHEE ROAD'. A red circular stamp from a 'NOTARY PUBLIC' is visible on the right side. The plan is dated '16 AUG'.

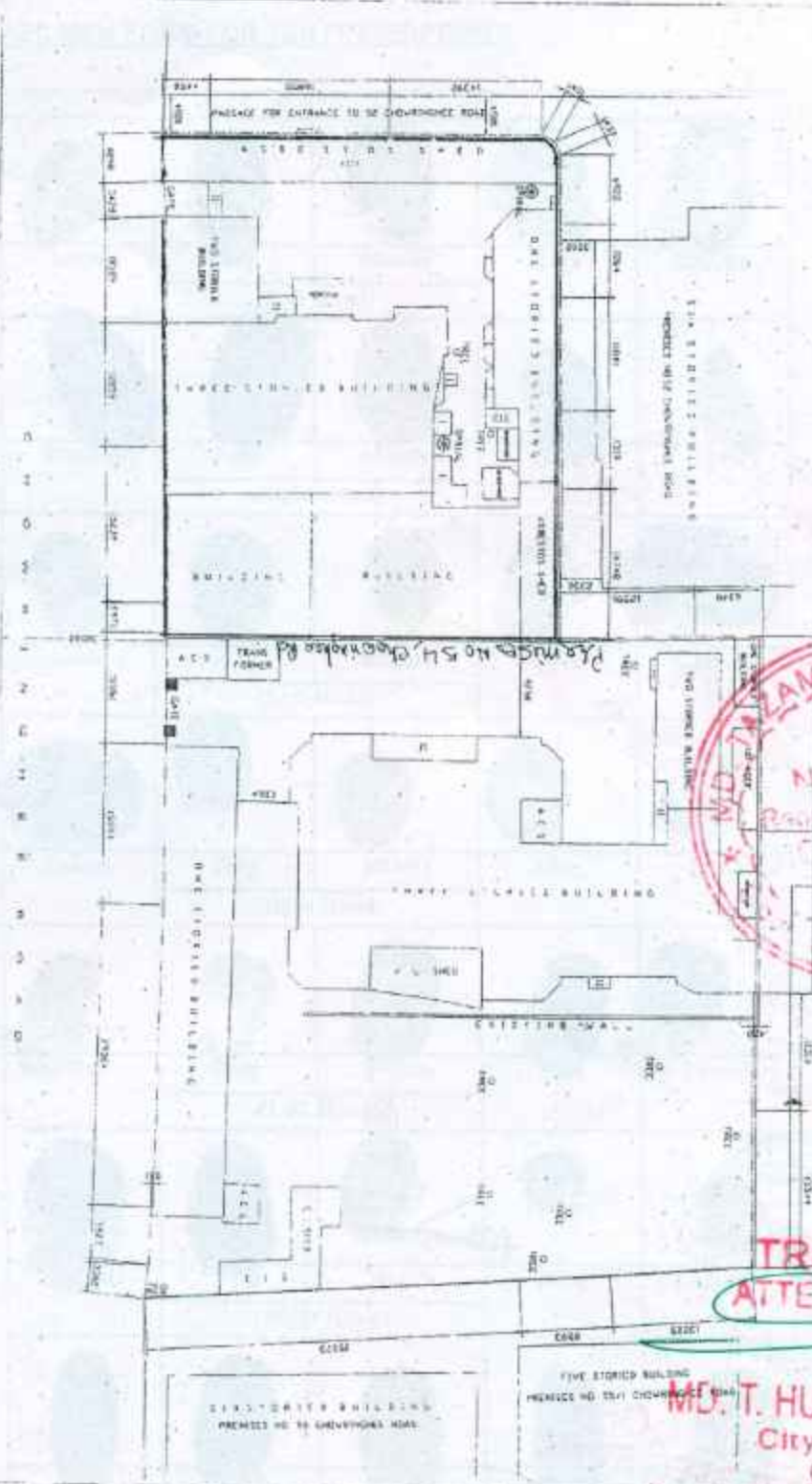
Partner

Director

Regd. No. 22/96 Govt. of W.B.



ADHAR KARTALATA
 100A KALIGHAT ROAD
 KOLKATA - 700018
 SUBJECT PLAN OF ERECTION
 NO. 24/96 GOVT. OF W.B.
 ROAD KOLKATA - 700018



Plan No. 24/96 Govt. of W.B.
 Chowringhee Road Kolkata



TRUE COPY
 ATTESTED BY ME







MD. T. HUSSAIN Notary
 City Civil Court
 Calcutta
 Regd. No. 22/96 Govt. of W.B.

Waman Parashar
 For CHOWRINGHEE PLANNERS LLP
Satish Parashar
 Partner

For GANGA PROPERTIES PRIVATE LTD.
Satish Parashar
 For GANGA PROPERTIES PRIVATE LTD.
Satish Parashar
 Director

16 AUG 2012

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>M. Hussain</i>					
	(Left Hand)				
					
	(Right Hand)				
 <i>G. K.</i>					
	(Left Hand)				
					
	(Right Hand)				
 <i>U. K.</i>					
	(Left Hand)				
					
	(Right Hand)				
 <i>S. K.</i>					
	(Left Hand)				
					
	(Right Hand)				



TRUE COPY
ATTESTED BY ME

M. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.

16 AUG 2012



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 07153 of 2012
(Serial No. 06706 of 2012)

Amount By Cash

Rs. 0.00/-, on 13/06/2012

Amount by Draft

Rs. 9181025/- is paid, by the draft number: 983252, Draft Date 08/06/2012, Bank Name State Bank of India, ELGIN ROAD, received on 13/06/2012

(Under Article A(1) = 9181018/- , E = 7/- on 13/06/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-83,46,38,680/-

Certified that the required stamp duty of this document is Rs. - 58424718 /- and the Stamp duty paid as Impresive Rs. - 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 58423808/- is paid 98325308/06/2012 State Bank of India, ELGIN ROAD, received on 13/06/2012

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II



TRUE COPY
ATTESTED BY ME

MD. T. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.

16 AUG 2012

Abani

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II
Endorsement Page 2 of 2

13/06/2012 15:39:00



**Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata**

**Endorsement For Deed Number : I - 07153 of 2012
(Serial No. 06706 of 2012)**



On

Payment of Fees:

On 12/06/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18:10 hrs. on :12/06/2012, at the Private residence by Saharsh Parekh, one of the Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on: 12/06/2012 by

1. A K Dassani
Director, Ganga Properties Pvt Ltd, 9/1, Rajendra Nath Mukherjee Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business
2. N K Agarwalla
Director, Ganga Properties Pvt Ltd, 9/1, Rajendra Nath Mukherjee Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business
3. Saharsh Parekh
Partner, Chowringhee Planners L L P, Vaibhav (4 F), 4 Lee Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700020.
By Profession : Business
4. Utsav Parekh
Partner, Chowringhee Planners L L P, Vaibhav (4 F), 4 Lee Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700020.
By Profession : Business

Identified By Kusun Dadoo, son of - , High Court Cal, P.O. :- ,District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

16 AUG 2012

On 13/06/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 and stamped under Schedule 1A Article number 23 of Indian Stamp Act 1899.

Payment of Fees:



**TRUE COPY
ATTESTED BY ME**

MD. T. HUSSAIN Notary
City Civil Court
Calcutta
Regd. No. 22/96 Govt. of W.B.
(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

13/06/2012 15:39:00

EndorsementPage 1 of 2