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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

A 382356

Certified that the document is admitted to registration, the signature sheets and the endrochment sheets attached with the document are correct and true to this document.

*Selby*  
 District Sub-Register-III  
 Alipore, South 24-parganas  
 24/04/2012

**DEED OF CONVEYANCE**

THIS INDENTURE made on this 24<sup>th</sup> day of April, Two Thousand Twelve  
BETWEEN THE HOLY SEE, an International Juristic Person, represented by  
 its Authorized Representative and Constituted Attorney in India, namely

85/12  
 1/11/12  
 -40/12

7823

23 APR 2012

No.....Date.....  
Sold to... Sandip Agarwal & Co  
Address... 10, Old Post Office Street  
Room No. 99A, 3rd Floor  
Kolkata - 700 001

L. S. VENKOR  
HIGH COURT, CAL.

Sunil Gang  
(SUNIL GANG)



NCT/ - 2248

HRG HEALTHCARE PVT. LTD.

Sunil Gang

Director / Authorised Signatory

HRG VYAPAAR PVT. LTD.

Sunil Gang

Director / Authorised Signatory



MOONVIEW MARCOM PVT. LTD.

Sunil Gang

Authorised Signatory

Bevedeal Marketing Pvt. Ltd

Sunil Gang

Authorised Signatory

*[Signature]*  
24 APR 2012

**Archbishop Salvatore Pennacchio**, presently Apostolic Nuncio, (**Ambassador of the Holy See in India**), having its office at Premises No. 50-C, Nitimarg, Chanakyapuri, New Delhi – 110021, under Police Station - Chanakyapuri, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office and/or assigns) of the **ONE PART**

**AND**

**1. HRG HEALTH CARE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its Income Tax PAN AACCH6099R, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

**2. HRG VYAPAAR PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its Income Tax PAN AACCH6100P, represented through its **director, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

Canachip Tradecom Pvt. Ltd.

*Smrit Garg*  
Authorised Signatory

ALOKBARSHA TRADING PVT. LTD.

*Smrit Garg*  
Authorised Signatory

Rosette Infrastructure Pvt, Ltd

*Smrit Garg*  
Authorised Signatory

BEVEL COMMERCIAL PVT. LTD.

*Smrit Garg*  
Authorised Signatory

Aqualina Projects Pvt. Ltd,

*Smrit Garg*  
Authorised Signatory

UPMOST RETAILS PVT. LTD.

*Smrit Garg*  
Authorised Signatory

SWARNATURA REALTY PVT. LTD.

*Smrit Garg*  
Authorised Signatory

Ultrashine Marketing Pvt. Ltd.

*Smrit Garg*  
Authorised Signatory



*Smrit Garg*  
District Registrar, South 24 Parganas

24 APR 2012

3. **MOONVIEW MARCOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AAHCM8488L**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

4. **LOVEDEAL MARKETING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AACCL2347Q**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

5. **GANADHIP TRADECOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AAECG6687L**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

Ultrafocus Developers Pvt. Ltd.

*Smit Gang*  
Authorised Signatory

MOONLINK DEVCON PVT. LTD.

*Smit Gang*  
Authorised Signatory

Everlasting Procon Private Limited

*Smit Gang*  
Authorised Signatory

*Veri-2249*

*Shri Prakash*

*SAVADRE PENNACCHIO*  
*Authorized Representative*  
*and Constituted*  
*Attorney of the Hoq Sec*



*[Signature]*

*Adv. Manoj Shastri*  
Adv. South 24 Parganas

24 APR 2012

Manoj Shastri -  
504 of late B. Shastri,  
1582/2, Rajdanga Main  
Road, Kolkata - 107.  
Advocate, High Court  
Kolkata.

6. **ALOKBARSHA TRADING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AAKCA4340C**, represented through its **director, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

7. **ROSETTE INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AAFCR7925K**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

8. **BEVEL COMMERCIAL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AAECB9549A**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

9. **AQUALINA PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AAKCA4353K**, represented through its **director, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

10. **UPMOST RETAILS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AABCU4291M**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

11. **SWARNATURA REALTY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani, having its **Income Tax PAN AARCS2976D**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata – 700071, Police Station – Shakespeare Sarani,

12. **ULTRASHINE MARKETING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AABCU4292J**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

13. **ULTRAFOCUS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AABCU4293K**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

14. **MOONLINK DEVCON PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AAHCM6619D**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

15. **EVERLASTING PROCON PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani, having its **Income Tax PAN AACCE9245L**, represented through its **authorized signatory, Mr. Sunil Garg**, son of Shri Hari ram Garg, Indian citizen, by faith Hindu, by occupation business, working for gain at 4/1, Middleton Street, Kolkata - 700071, Police Station - Shakespeare Sarani,

Nos. 1 to 15 hereinafter collectively referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to context be deemed to mean and include their respective successors-in-interest and/or assigns) of the **OTHER PART**

**WHEREAS** in these presents, unless there be something contrary or repugnant to the subject or context:

- (i) **SAID PREMISES** shall mean and include **ALL THAT** piece or parcel of land containing by estimation an area of 5 (five) Bigha 7 (seven) Cottah and 15 (fifteen) Chhittack, be the same a little more or less, **TOGETHER WITH** several brick built dwelling houses and other messuages, tenements, hereditaments, sheds and structures erected on parts thereof situate lying at and being **Municipal Premises No. 7, Convent Road**, (Formerly being two separate and independent Premises No. 7 Convent Road and Premises No.21 Canal Street) Police Station - Entally, Kolkata - 700014, Ward No. 55 within the Kolkata Municipal

Corporation, more specifically described in the **FIRST SCHEDULE** hereunder written.

- (ii) **SAID PROPERTY** shall mean and include **ALL THAT** piece or parcel of land containing by estimation an area of **1 (one) Bigha 4 (four) Cottah 15 (fifteen) Chhittack**, be the same a little more or less, **TOGETHER WITH** several brick built dwelling houses and other messuages, tenements, hereditaments, sheds and structures erected on parts thereof situate lying at and being the demarcated northern portion of **Municipal Premises No. 7, Convent Road, Police Station - Entally, Kolkata - 700014, Ward No. 55** within the Kolkata Municipal Corporation, more specifically described in the **SECOND SCHEDULE** hereunder written.

**AND WHEREAS** by a Deed of Conveyance dated 14<sup>th</sup> May 1929 made between Lucien Georges Dubern (as executor to the Estate of Georges Dubern) therein referred to as the Vendor of the one part and one Peter Hyrapiet Crete therein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 60 Pages 150 to 156 Being No. 1768 for the year 1929, the said Lucien Georges Dubern, for the consideration therein mentioned granted sold conveyed and transferred the said premises unto and to the said Peter Hyrapiet Crete absolutely and forever free from all encumbrances whatsoever.

**AND WHEREAS** by an Indenture of Lease dated 11<sup>th</sup> March 1930 made between Petros Hyrapiet Crete therein called the Lessor of the One Part and Sir Rajendra Nath Mookherjee K.C.I.E.K.C.V.O., Oswald Stewart Martin and

Thomas Leshi Martin, all carrying business in co-partnership under the name and style of Martin & Company, therein called the Lessees of the Other Part and registered with the Sub- Registrar (authorized under section 7 of the Registration Act, 1908 to perform the function of the Registrar), Calcutta in Book No.1 Volume No.30 Pages 241 to 249 Being No. 887 for the year 1930, the said Petros Hyrapiet Crete for the Selami or Premium therein mentioned did thereby grant and demise the said premises unto and to the Lessees thereto, for a period of 50 years commencing form 1<sup>st</sup> April 1930 at the rent and on the terms conditions and covenants therein contained.

**AND WHEREAS** one Martin Burn Limited became a partner of the said firm Martin & Company.

**AND WHEREAS** the said partnership firm Martin & Company was dissolved and upon such dissolution the said Martin Burn Limited as the sole proprietor thereof became entitled to the entire undertaking of Martin and Company together with all the assets and effects of the firm including the benefits of all outstanding contracts entered into by the said firm.

**AND WHEREAS** the above recited Lease expired due to efflux of time and the same has not been renewed and Martin Burn Ltd. continues to be Lessee holding over in respect of the said premises.

**AND WHEREAS** the said Petros Hyrapiet Crete died on 29<sup>th</sup> day of May 1940 after having duly made and published his Last Will and Testament dated 31<sup>st</sup> August 1938 whereby and whereunder he appointed Mercantile Bank of India

(Agency) Limited as the Sole Executor and Trustee of the said Last Will and Testament and after making provisions for specific legacies therein mentioned gave and devised all the residue and remainder of his personal or movable estate of whatsoever nature and description and wheresoever situated (including the property over which the said testator, Petros Hyrapiet Crete has a general power of appointment exercisable by Will) unto and in favour of the said Mercantile Bank of India (Agency) Limited upon trust that the said Mercantile Bank of India (Agency) Limited to sell call in and to convert into money the same or such part thereof as shall not consist of money and pay and/or transfer the same to Holy See, Rome as the residuary legatee to be held and applied through Sacred Congregation for the Oriental Church.

**AND WHEREAS** the said Mercantile Bank of India (Agency) Limited, in 1940 applied for Probate before the High Court of Judicature at Fort William in Bengal and the Hon'ble High Court on 1<sup>st</sup> August 1940, granted Probate thereof to the Executor and Trustee, Mercantile Bank of India (Agency) Limited.

**AND WHEREAS** by a Deed of Assignment dated 10<sup>th</sup> September 1956 made between the said Mercantile Bank of India (Agency) Private Limited therein called the Company of the One Part and the Vendor herein, being The Holy See a corporation existing under the Canon Law in force in the Vatican City of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 118 Pages 200 to 211 Being No.4928 for the year 1956. the said Executor and Trustee, Mercantile Bank of India (Agency) Private Limited conveyed assigned and transferred the Said premises unto and to the said Holy

See (the Vendor herein) as the Residuary Legatee under the said Will absolutely and forever.

**AND WHEREAS** the vendor subject to what is stated above herein is thus seized and possessed of and/or otherwise well and sufficiently entitled to the said premises more fully and particularly described in the **First Schedule** hereunder written, as an absolute, and indefeasible estate in fee simple or an estate equivalent or analogous thereto subject to what has been stated herein above otherwise free from all encumbrances and liabilities.

**AND WHEREAS** Martin Burn Limited is the lessee holding over in respect of the said premises and is in possession thereof and the existing buildings and structures etc. thereon are more than 70 (seventy) years old and are in a dilapidated condition.

**AND WHEREAS** save and except what has been disclosed herein, the Vendor has further represented to the Purchasers as follows:

- a) **THAT** the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises.
- b) **THAT** the Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Premises and declares that the Said Premises is not affected by any scheme of the Government or any Statutory Body.
- c) **THAT** the Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.

- d) **THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Premises or any part thereof can or may be impeached, encumbered or affected in title.
- e) **THAT** the Vendor has good right, full power, absolute authority and indefeasible title to agree to and grant, sell, convey, transfer, assign and assure the Said Premises to the Purchasers.
- f) **THAT** no revenue, cess, tax or imposition in respect of the Said Premises is due to the Government or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- g) **THAT** no person or persons whatsoever have/had/has ever claimed any right of preemption over and in respect of the Said Premises or any part thereof.
- h) **THAT** no mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Premises or any part thereof.
- i) **THAT** the Said Premises save and except what is mentioned hereinabove is otherwise free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Premises is free, clear and marketable.
- j) **THAT** the Said Premises is not affected by or subject to any personal guarantee for securing any financial accommodation.

- k) **THAT** there is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Premises.
- l) **THAT** no person other than the Vendor has any right, title and interest of any nature whatsoever in the Said Premises.
- m) **THAT** the Vendor has obtained the permission of the Ministry of External Affairs, vide letter dated 29th December 2010, bearing No. D.III/464/11/90(H) to convey the Said Premises to the Purchaser under provision of Sec. 5A of FEMA.

**AND WHEREAS** out of the said premises the Vendor has agreed to sell and the Purchasers have agreed to purchase the demarcated northern of the said premises, defined as the said property fully described in the **Second Schedule** hereunder written at or for a consideration of **Rs.3,35,25,000/- (Rupees three crore thirty five lac twenty five thousand only)** free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisition or requisition whatsoever.

**NOW THEREFORE THESE INDENTURE WITNESSETH** and it is hereby recorded and declared that

1. In the premises aforesaid and in consideration of the sum of **Rs.3,35,25,000/- (Rupees three crore thirty five lac twenty five thousand only)** by the Purchasers to the Vendor paid at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Vendor doth acquit release and forever discharge the