

11547/012

13636/12



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

12AA 817856



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

CONVEYANCE

1. Date: 28th September, 2012
2. Place: Kolkata
3. Parties:
 - 3.1 Happy Devgriha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Authorised Signatory Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8423N)

26904/12
9-33
3181/12
28/9/12
28/9

5 JUL 2012

603 Di Rupees 20

Mrs. Sri/Smt. Address P. S. Vendor

Sujata Ghosh

Partner

Santosh Kr. Dey

ALIPUR POLICE COURT Kolkata - 27

Delip Dhandhanica

SILICON REAL ESTATE PVT. LTD

e-6859

Director/Authorized Signatory

e-6862

Happy Devgriha Pvt. Ltd. & 7 ors.

Director

e-6860

ORIENT TRACON PRIVATE LIMITED ORIENT COMPOSITE PRIVATE LIMITED SAXATILE VANIYA PVT. LTD SAXATILE MARKETING PRIVATE LIMITED SAXATILE DISTRIBUTORS PRIVATE LIMITED

AS

For ANGARIK CONSTRUCTION PRIVATE LIMITED & 4 ors.

DR. K. J. B. DRS



ADDITIONAL REGISTRAR OF ASSURANCES - I, KOLKATA 28 SEP 2012

Identified by Sujata Ghosh, Advocate High Court at Calcutta



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

Endorsement For Deed Number : I - 13636 of 2012
(Serial No. 11547 of 2012)

On

Payment of Fees:

On 28/09/2012

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

Presented for registration at 21.33 hrs on :28/09/2012, at the Private residence by Dilip Kumar Dhandhanian , one of the Claimants.

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

Execution is admitted on 28/09/2012 by

1. Vivek Kumar Kathotia

Authorised Signatory, Happy Devgriha Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Informedia Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Interior Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Infracon Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

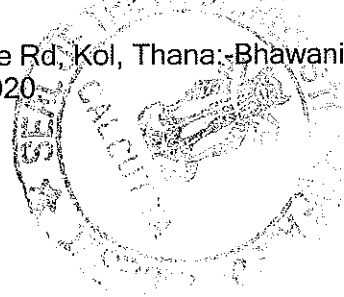
Authorised Signatory, Happy Commodities Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Technology Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Consumer Goods Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, Happy Solutions Pvt Ltd, 59 C, Chowringhee Rd, Kol, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

, By Profession : Others



(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 3



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

Endorsement For Deed Number : I - 13636 of 2012
(Serial No. 11547 of 2012)

2. Amit Sarda

Authorised Signatory, Obvert Tracon Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Obvert Commosale Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Saxatile Vanijya Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Sxatile Marketing Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Saxatile Distributors Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others

3. Dilip Kumar Dhandhanian

Authorised Signatory, Angarik Construction Pvt Ltd, 11, Gr. Floor, Crooked Lane, Kol, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.

Authorised Signatory, Amazing Plaza Pvt Ltd, 2nd Floor, 9/12, Lal bazar Street, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, Bhabsagar Vintrade Pvt Ltd, 2nd Floor, 9/12, Lal bazar Street, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, Overtop Promoters Pvt Ltd, 2nd Floor, 9/12, Lal bazar Street, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, Linkwise Developers Pvt Ltd, 2nd Floor, 9/12, Lal bazar Street, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Others

Identified By Sujata Ghosh, daughter of - , High Court Cal, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 01/10/2012

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.-3,44,43,419/-

(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

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

Endorsement For Deed Number : I - 13636 of 2012
(Serial No. 11547 of 2012)

Certified that the required stamp duty of this document is Rs.- 2411059 /- and the Stamp duty paid as:
Impresive Rs.- 20/-

On 03/11/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 03/11/2012

Amount by Draft

Rs. 378971/- is paid , by the draft number 664586, Draft Date 28/09/2012, Bank Name State Bank of
India, ESPLANADE, received on 03/11/2012

(Under Article : A(1) = 378873/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/11/2012)

Deficit stamp duty

Deficit stamp duty Rs. 2411080/- is paid 66458328/09/2012 State Bank of India, ESPLANADE, received
on 03/11/2012

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II


(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



- 3.2 Happy Informedia Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Authorised Signatory Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8181P)
- 3.3 Happy Interior Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Authorised Signatory Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8183R)
- 3.4 Happy Infracon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Authorised Signatory Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8424M)
- 3.5 Happy Commodities Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Director Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8406P)
- 3.6 Happy Technology Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Authorised Signatory Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8187M)
- 3.7 Happy Consumer Goods Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Director Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8412M)
- 3.8 Happy Solutions Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur, represented by its Director Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 59C, Chowringhee Road, Kolkata-700020, Police Station Bhawnipur (PAN AABCH8408D)
(collectively Vendors, includes successors-in-interest)



ADDITIONAL REGISTRAR
OF COMPANIES - HYDRABAD
28 SEP 2012



And

- 3.2 Obvert Tracorn Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani (PAN AABCO70001Q)
- 3.3 Obvert Commosale Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani (PAN AABCO6995J)
- 3.4 Saxatile Vanijya Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani (PAN AARCS8549J)
- 3.5 Saxatile Marketing Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani (PAN AARCS8548K)
- 3.6 Saxatile Distributors Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700016, Police Station Shakespeare Sarani (PAN AARCS8552M)
- 3.7 Angarik Construction Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAKCA8255E)
- 3.8 Amazing Plazza Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street (PAN ADIPD1444J)



ADDITIONAL REGISTRAR
OF ASSURANCE
28 SEP 2012

3.9 Bhavsagar Vintrade Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street (PAN ADIPD1444J)

OVERTOP PROMOTERS

3.10 ~~Dhanganga Dealers~~ Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street (PAN ADIPD1444J)

3.11 Linkwise Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street, being represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 2nd Floor, 9/12, Lalbazar Street, Kolkata-700001, Police Station Hare Street (PAN ADIPD1444J)
(collectively Purchasers, includes successors-in-interest).

Vendors and Purchasers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Property: *Sali* land measuring (i) 45 (forty five) decimal, more or less, comprised in R.S./L.R. *Dag* No. 554, recorded in L.R. *Khatian* Nos. 752, 753, 754, 755, 756, 757, 758, 759 and 760, *Mouza* Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat- Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas (First Property), more fully described in Part I of the Schedule below, delineated on the Plan ~~A~~ annexed hereto and bordered in colour Red thereon And (ii) 52 (fifty two) decimal, more or less, comprised in R.S./L.R. *Dag* No. 555, recorded in L.R. *Khatian* Nos. 752, 753, 754, 755, 756, 757, 758, 759 and 760, *Mouza* Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat- Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas (Second Property), more fully described in Part II of the Schedule below, delineated on the Plan ~~B~~ annexed hereto and bordered in colour Red thereon the First Property and the Second Property (collectively Said Property) totaling to land measuring 97 (ninety seven) decimal, together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.



ADDITIONAL RECEIPT
OF ASSIGNED DEBT
28 SEP 2012

5. Background, Representations, Warranties and Covenants
 - 5.1 Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:
 - 5.1.1 Ownership of Krishna Chandra Ghosh (Katu): Krishna Chandra Ghosh (Katu) was the recorded owner of the First Property and the Second Property.
 - 5.1.2 Demise of Krishna Chandra Ghosh (Katu): Krishna Chandra Ghosh (Katu) a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 3rd September, 1991, leaving behind him surviving his wife Kamala Bala Ghosh (Katu), 4 (four) sons, namely, Balaram Ghosh (Katu), Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu) and 4 (four) daughters, namely, Saraswati Ghosh, Angur Ghosh, Padma Bagui nee Ghosh and Dulali Ghosh *alias* Dolon Ghosh, as his legal heirs and heiresses (collectively Legal Heirs Of Krishna Chandra Ghosh), who inherited the entirety of the Said Property, in equal share.
 - 5.1.3 Sale by Dulali Ghosh *alias* Dolan Ghosh: By a Deed of Conveyance dated 19th September, 1994, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book No. I, Volume No. 159, at Pages 123 to 132, being Deed No. 7418 for the year 1994, Dulali Ghosh *alias* Dolan Ghosh sold her undivided $\frac{3}{4}$ th (three fourth) share in her undivided $\frac{1}{9}$ th (one-ninth) share in the Said Property, being land measuring 3.75 (three point seven five) decimal, out of the First Property and 4.50 (four point five zero) decimal, out of the Second Property, to her brothers, namely, Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu).
 - 5.1.4 Sale by Padma Bagui nee Ghosh: By a Deed of Conveyance dated 19th September, 1994, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book No. I, Volume No. 159, at Pages 133 to 142, being Deed No. 7419 for the year 1994, Padma Bagui nee Ghosh sold her undivided $\frac{3}{4}$ th (three fourth) share in her undivided $\frac{1}{9}$ th (one-ninth) share in the Said Property, being land measuring 3.75 (three point seven five) decimal, out of the First Property and 4.50 (four point five zero) decimal, out of the Second Property, to her brothers, namely, Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu).
 - 5.1.5 Sale by Angur Ghosh: By a Deed of Conveyance dated 3rd October, 1994, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 154, at Pages 361 to 368, being Deed No. 7046 for the year 1994, Angur Ghosh sold her undivided $\frac{3}{4}$ th (three fourth) share in her undivided $\frac{1}{9}$ th (one-ninth) share in the Said Property, being land measuring 3.75 (three point seven five) decimal, out of the First Property and 4.50 (four point five zero) decimal, out of the Second Property, to her brothers, namely, Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu).

ADDITIONAL PART
OF ASSURANCE
28 SEP 2012



- 5.1.6 **Sale by Saraswati Ghosh:** By a Deed of Conveyance dated 22nd March, 1995 registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, being Deed No. 2633 for the year 1995, Saraswati Ghosh sold her undivided $\frac{3}{4}$ th (three fourth) share in her undivided $\frac{1}{9}$ th (one-ninth) share in the Said Property, being land measuring 3.75 (three point seven five) decimal, out of the First Property and 4.50 (four point five zero) decimal, out of the Second Property, to her brothers, namely, Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu).
- 5.1.7 **Gift by Kamala Bala Ghosh (Katu):** By a Deed of Gift dated 30th September, 2005, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 381, at Pages 1 to 18, being Deed No. 6226 for the year 2005, Kamala Bala Ghosh gifted her share in the Said Property, to her 3 (three) sons, namely, Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu) and Laxmikanta Ghosh (Katu).
- 5.1.8 **Ownership of Balaram Ghosh And Others:** Thus, Balaram Ghosh (Katu), Sunil Chandra Ghosh (Katu), Ramesh Chandra Ghosh (Katu), Laxmikanta Ghosh (Katu), Saraswati Ghosh, Angur Ghosh, Padma Ghosh and Dulali Ghosh (collectively Balaram Ghosh And Others) became the owners of the Said Property, each of them having their respective share therein.
- 5.1.9 **Records of Rights:** Balaram Ghosh And Others recorded their names in the records of the Land Reform Settlements, with respect to their respective share in the Said Property.
- 5.1.10 **Sale to Vendors:** By a Deed of Conveyance registered on 13th September, 2010, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, CD Volume No. 15, at Pages 12192 to 12231, being Deed No. 9417 for the year 2010, Balaram Ghosh And Others sold to the Vendors the entirety of the Said Property.
- 5.1.11 **Absolute Ownership:** Thus, the Vendors became the absolute owners of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do 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 or the West Bengal Estates Acquisition Act, 1953.



ADDITIONAL RETURN
OF ASSURANCE, etc.
28 SEP 2012

- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*s, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchasers is that the Vendors shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchasers shall purchase the same from the Vendors.



ADDITIONAL DEPT
OF ASSURANCE
28 SEP 2012

7. Transfer

7.1 Hereby Made: The Vendors hereby sells, conveys and transfers to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being, the First Property And the Second Property together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.2,34,76,000/- (Rupees two crore thirty four lac and seventy six thousand) paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

8. Terms of Transfer

8.1 Salient Terms: The transfer being effected by this Conveyance is:

8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 Absolute: absolute, irreversible and perpetual.

8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.

8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 Subject to: The transfer being effected by this Conveyance is subject to:

8.2.1 Indemnification: express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified



ADDITIONAL REPRESENTATIVE
OF ASSURANCE COMPANY
28 SEP 2012

the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid.

- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchasers and the Purchasers' assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 **No Objection to Mutation:** The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorney of the Vendors and empower and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or Purchasers' successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

~~Schedule~~
~~Part-I~~
(First Property)

X
Sali land measuring 45 (forty five) decimal, more or less, comprised in R.S./L.R. Dag No. 554, recorded in L.R. Khatian Nos. 752, 753, 754, 755, 756, 757, 758, 759 and 760, Mouza Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat- Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas, delineated on the Plan ~~A~~ annexed hereto and bordered in colour Red thereon and the said Dag is butted and bounded as follows:

On the North : By R.S./L.R. Dag No. 549
 On the East : By R.S./L.R. Dag Nos of Mouza Gopalpur
 On the South : By R.S./L.R. Dag No. 552 & 553
 On the West : By R.S./L.R. Dag Nos of Mouza Dashedrone

~~Part II~~
(Second Property)

Y
Sali land measuring 52 (fifty two) decimal, more or less, comprised in R.S./L.R. Dag No. 555, recorded in L.R. Khatian Nos. 752, 753, 754, 755, 756, 757, 758, 759 and 760, Mouza Salua, J.L. No. 3, Police Station Airport (formerly Rajarhat), within Ward No. 4 of Rajarhat- Gopalpur Municipality, District Registration Office Bidhannagar, District North 24 Parganas, delineated on the Plan ~~B~~ annexed hereto and bordered in colour Red thereon and the said Dag is butted and bounded as follows:

On the North : By R.S./L.R. Dag No. 554
 On the East : By R.S./L.R. Dag Nos of Mouza Gopalpur
 On the South : By R.S./L.R. Dag Nos of 552 & 553
 On the West : By R.S./L.R. Dag No. of Mouza Dashedrone

Totaling to 97 (ninety seven) decimal.

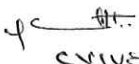
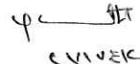

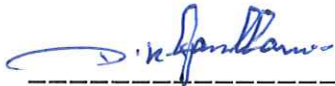
Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.




ADDITIONAL REG. STAMP
OF ASSURANCES (M.P.) - 8
28 SEP 2012


9. Execution and Delivery

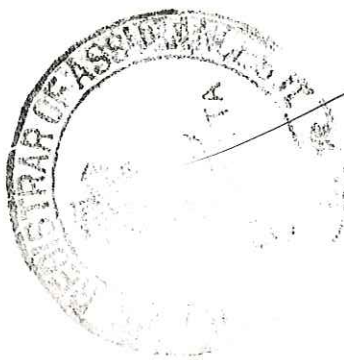
9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

 VIVEK KATHOTIA	 VIVEK KATHOTIA
Happy Devgriha Private Limited, Happy Informedia Private Limited, Happy Interior Private Limited, Happy Infracon Private Limited and Happy Technology Private Limited	Happy Commodities Private Limited, Happy Consumer Goods Private Limited and Happy Solutions Private Limited
[Vivek Kumar Kathotia] Authorised Signatory	[Vivek Kumar Kathotia] Director
 Obvert Tracorn Private Limited Obvert Commosale Private Limited Saxatile Vanijya Private Limited Saxatile Marketing Private Limited Saxatile Distributors Private Limited [Amit Sarada] Authorised Signatory	 Angarik Construction Private Limited Amazing Plazza Private Limited Bhavsagar Vintrade Private Limited Obvert Tracorn Private Limited Dhanganaga Dealers Private Limited Linkwise Developers Private Limited [Dilip Dhandhanik] Authorised Signatory
[Purchasers]	

Witnesses:

Signature 
 Name Ujjesh Kumar Kedia
 Father's Name Late K. L. Kedia
 Address 27, St. Clare's Sarani
Ko-1-17

Signature 
 Name SHOVAN CHANDRA
 Father's Name LT. M. C. CHANDRA
 Address 592, Choudhury Road
Ko-1-20





REGISTRAR
28 SEP 2012



Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.2,34,76,000/- (Rupees two crore thirty four lac and seventy six thousand) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
CW. 212280	28.9.12.	Nityaya Bank.	28,23,000/-
CW 212282 to 288 (Cheque).	"	"	2,07,53,000/-
		Total	2,34,76,000/-

	
<p>Happy Devgriha Private Limited, Happy Informedia Private Limited, Happy Interior Private Limited, Happy Infracon Private Limited and Happy Technology Private Limited</p>	<p>Happy Commodities Private Limited, Happy Consumer Goods Private Limited and Happy Solutions Private Limited</p>
<p>[Vivek Kumar Kathotia] Authorised Signatory</p>	<p>[Vivek Kumar Kathotia] Director</p>
[Vendors]	

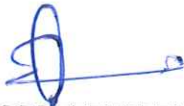
Drafted by



Sujata Ghosh
Advocate
High Court at Calcutta

Witnesses:

Signature



Signature



Name

Umesh Kumar Kedia

Name





































SHANKAR CHANDAN



REGISTRAR
OF ASSURANCES, PONDICHERRY
28 SEP 2012



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
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		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
28 SEP 2012



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Dated 28th Day of September, 2012

Between

Happy Devgriha Private Limited And Others

... Vendors

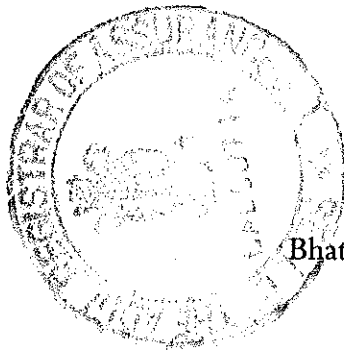
And

Obvert Tracom Private Limited And Others

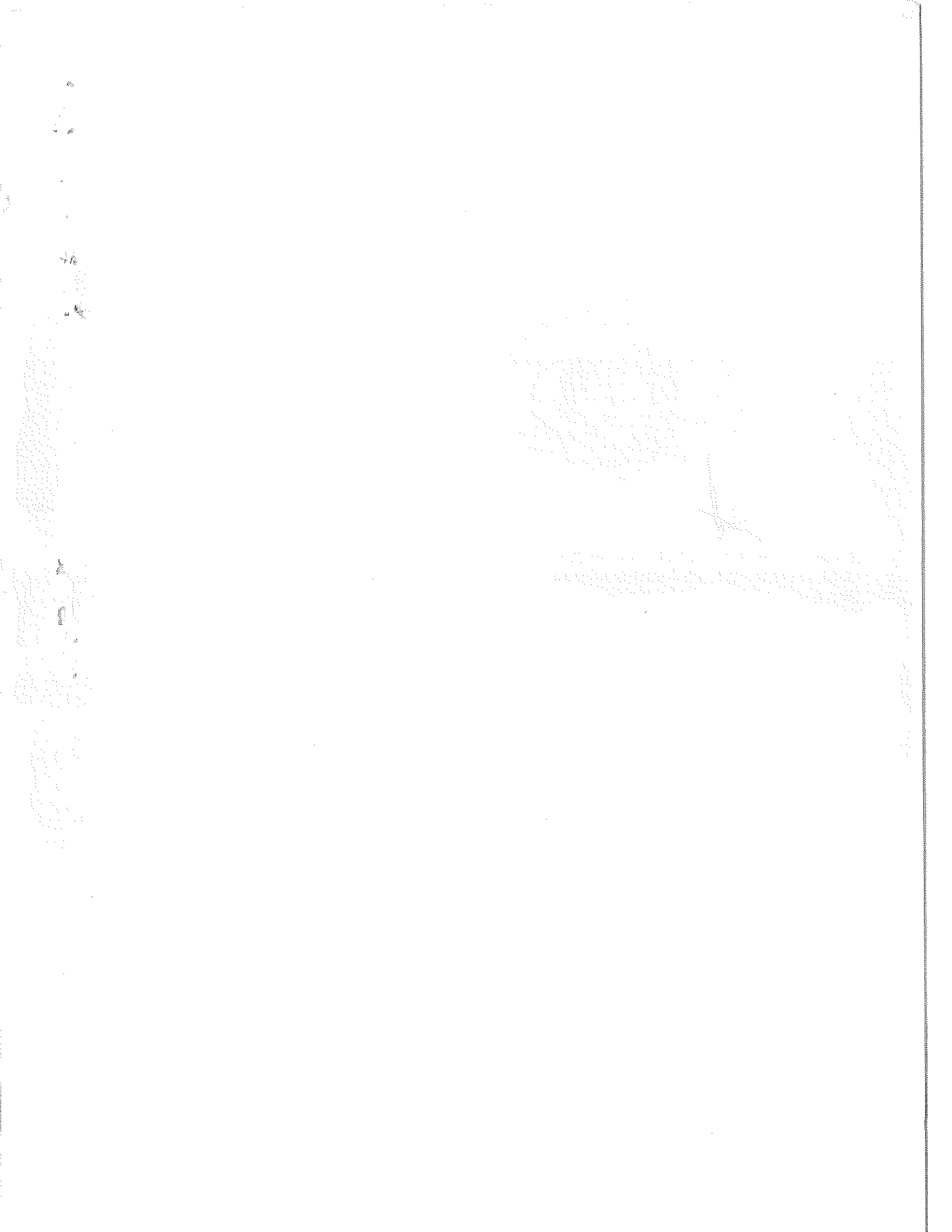
... Purchasers

CONVEYANCE

97 decimal
R.S./L.R. *Dag* Nos. 554 and 555
Mouza Salua
District North 24 Parganas




Bhattacharjee Sur & Associates
IA-289, Sector - III
Salt Lake City
Kolkata-700091



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 54
Page from 2591 to 2608
being No 13636 for the year 2012.




(Dulal chandraSaha) 07-November-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal