

11584/012

13638/12



पश्चिम बंगाल WEST BENGAL

12AA 538621



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
Kolkata

Additional Registrar
of Assurances-III, Kolkata

CONVEYANCE

1. Date: 28th September, 2012
2. Place: Kolkata
3. Parties:
 - 3.1 Bengal Benfort Aqua Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur, represented by its director Vivek Kumar Kathotia, son of Late Sampat Mall Kathoria, of 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur (PAN AADCB0251E) (Vendor, includes successors-in-interest)
(Vendor, includes successors-in-interest)

3123/12
26723/12
9-23 P.P.

260
300
560
245

নম্বর : 228

সন ও তারিখ : 08/06/12

ক্ষেত্রের নাম : BSEA

ঠিকানা : Kolkata

মূল্য : 26,00,000

ভেদার : [Signature]

বারাসাত কোর্ট

জেলা : উত্তর ২৪ পরগণা

খরিদ তারিখ : 21 MAY 2012

মোট ট্যাক্স খরিদ : RS 26 0000

ট্রেজারী বারাসাত

ভেদার : শ্রী সয়াট বোস

[Signature]

[Signature]
e-6860
Anmit Sarda



e-6862

General Ben Fort Aqua Ltd
4

Authorised Signatory/Director



e-6861

REALCON REAL ESTATE PVT. LTD

[Signature] Sunil Kumar

Director/Authorised Signatory

For UPPERSTAR RIRISE PRIVATE LIMITED
For UPPERSTAR REALCON PRIVATE LIMITED
For UPPERSTAR NIRMAN PRIVATE LIMITED



e-6859

[Signature]

OROTUND TRADECOMM PVT. LTD.
OROTUND VANIJYA PVT. LTD.
Orotund Vinimay Pvt Ltd.

[Signature]

[Signature]

Identified by
Sujata Ghosh, Advocate
High Court of Calcutta

ADDITIONAL
OFFICE OF ASSURANCE
28 SEP 2012



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

Endorsement For Deed Number : I - 13638 of 2012
(Serial No. 11584 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 21.23 hrs on :28/09/2012, at the Private residence by Amit Sarda , one of the Claimants.

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

Execution is admitted on 28/09/2012 by

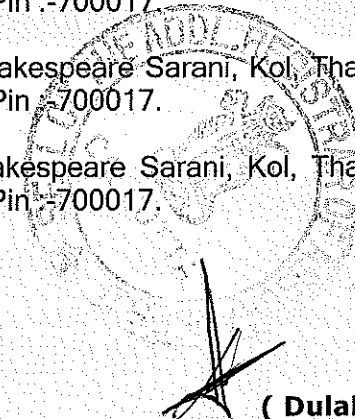
1. Vivek Kumar Kathotia
Director, Bengal Benfort Aqua Limited, 7/1 A, Hazra Road, Kol, Thana:-Bhawanipore, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
, By Profession : Others
2. Sunil Kumar (Confirming Party)
Authorised Signatory, Silicon Real Estate Pvt Ltd, 1, Raja Brojendra Street, P S- Lal Bazar, Kol, P.O. :-
,District:-Kolkata, WEST BENGAL, India, Pin :-700007.
, By Profession : Others
3. Dilip Kumar Dhandhanian
Authorised Signatory, Upperstar Realcon Pvt Ltd, Gr. Floor, 11, Crooked Lane, Kol, Thana:-Hare
Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.

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

Authorised Signatory, Upperstar Nirman Pvt Ltd, Gr. Floor, 11, Crooked Lane, Kol, Thana:-Hare Street,
P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.
, By Profession : Others
4. Amit Sarda
Authorised Signatory, Orutund Vanijya Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare
Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.

Authorised Signatory, Orutund Tradecom Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare
Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.

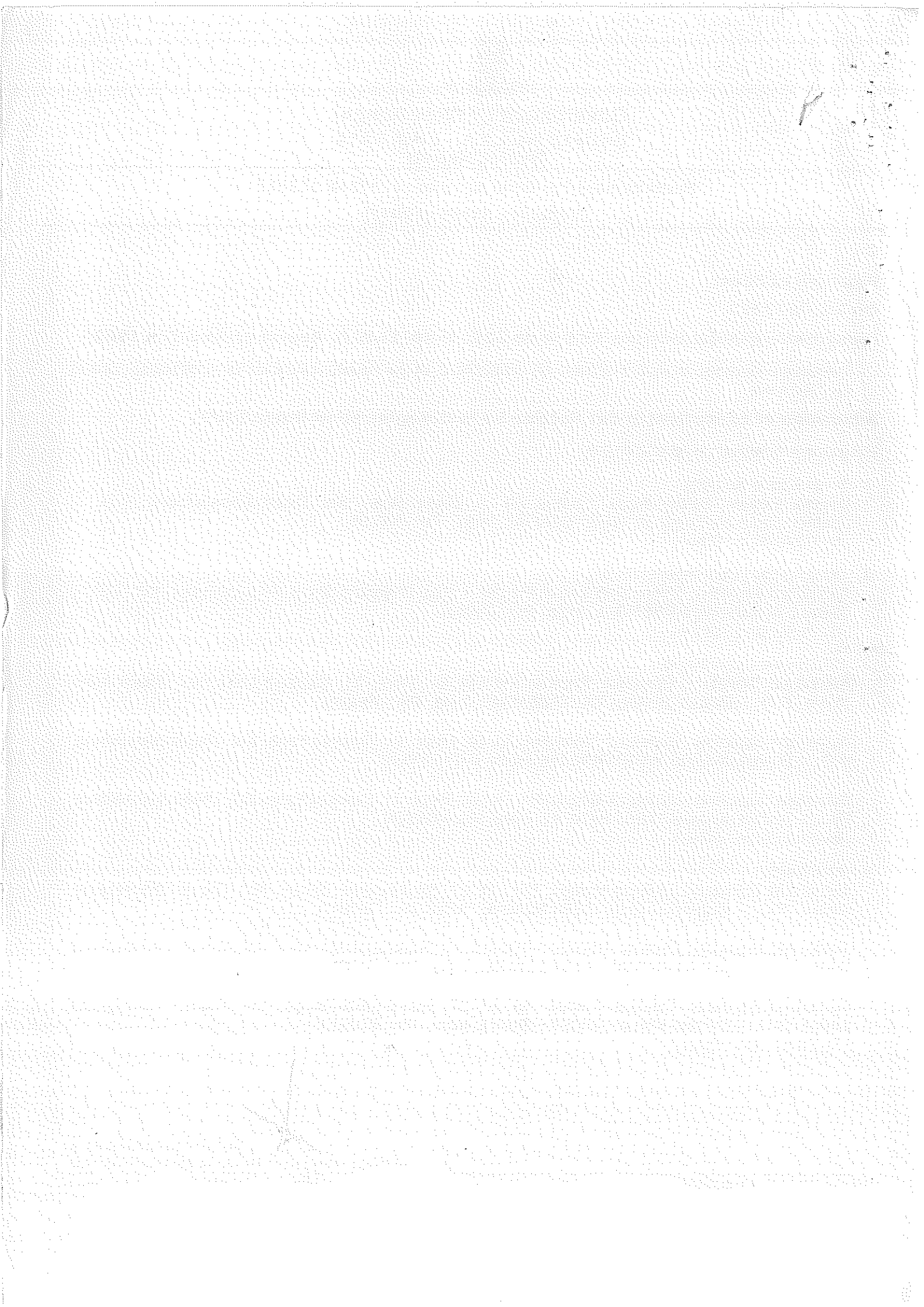
Authorised Signatory, Orutund Vinimay Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare
Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Others



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

03/11/2012 13:05:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 13638 of 2012
(Serial No. 11584 of 2012)

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.-29,01,818/-

Certified that the required stamp duty of this document is Rs.- 203147 /- and the Stamp duty paid as: Impressive 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

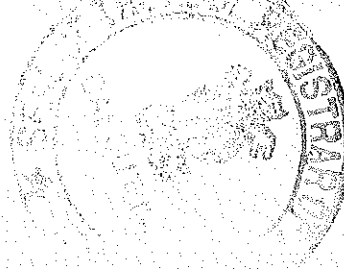
Rs. 32009/- is paid , by the draft number 664529, Draft Date 27/09/2012, Bank Name State Bank of India, ESPLANADE, received on 03/11/2012

(Under Article : A(1) = 31911/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/11/2012)

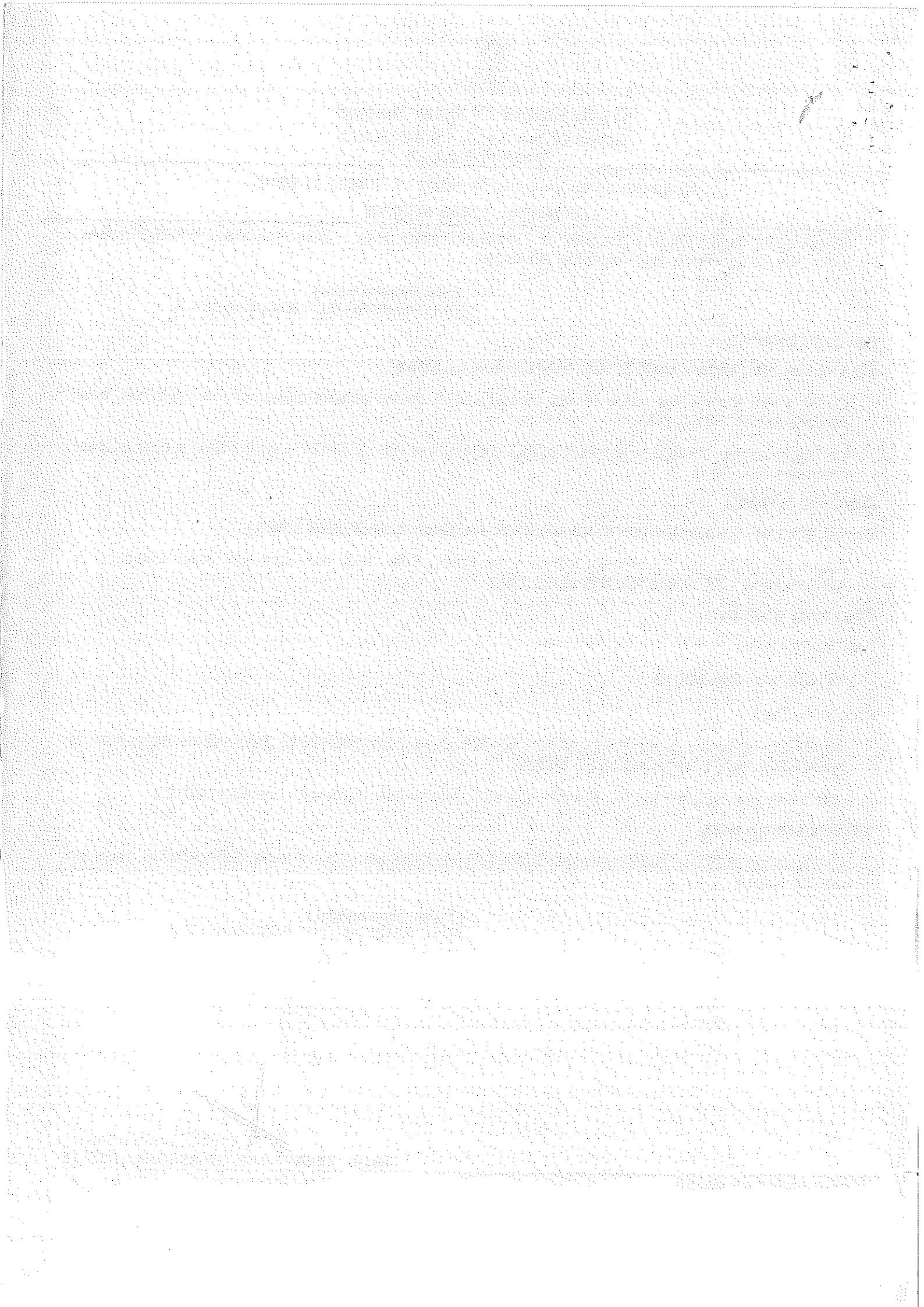
Deficit stamp duty

Deficit stamp duty Rs. 203177/- is paid 66454027/09/2012 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



And

- 3.2 Upperstar Realcon 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 Dhandhania, son of Late Satya Narayan Dhandhania, of 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AABCU4831H)
- 3.3 Upperstar Hirise 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 Dhandhania, son of Late Satya Narayan Dhandhania, of 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AABCU4833F)
- 3.4 Upperstar Nirman 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 Dhandhania, son of Late Satya Narayan Dhandhania, of 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AABCU4830G)
- 3.5 Orutund Vanijya Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, (PAN AABCO6996M)
- 3.6 Orutund Tradecom Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, (PAN AABCO6994K)
- 3.7 Orutund Vinimay ~~Hirise~~ Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, being represented by its Authorised Signatory Amit Sarda, son of Jugal Kishore Sarda, of 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, (PAN AABCO6999E)
 (collectively Purchasers, includes successors-in-interest)

And

- 3.2 Silicon Real Estate Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1, Raja Brojeendra Street, Kolkata-700007, Police Station Lalbazar, being represented by its Authorized

Signatory Sunil Kumar, son of Surendra Singh, of 1, Raja Brojcedra Street, Kolkata-700007, Police Station Lalbazar (PAN AALCS3385C)
(Confirming Party, includes successors-in-interest).

Vendor, Purchasers and Confirming Party collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Property: *Sali* land measuring 8.40 (eight point four zero) decimal equivalent to 5 (five) *cottah* 1 (one) *chittack* and 16 (sixteen) square feet, more or less, comprised in R.S./L.R. *Dag* No. 551, recorded in R.S. *Khatian* No. 242, L.R. *Khatian* No. 1349, *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 (Said Property) morefully described in the Schedule below, delineated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

5. Background, Representations, Warranties and Covenants

5.1 Representations and Warranties Regarding Title: The Vendor and the Confirming Party represent, warrant and covenant regarding title as follows:

5.1.1 Ownership of Pratima Sundari Sen: Pratima Sunadri Sen was the absolute owner of land measuring 19 (nineteen) decimal, more or less, comprised in C.S. *Dag* No. 537, corresponding R.S./L.R. *Dag* No. 551, recorded in C.S. *Khatian* No. 289, *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 (Larger Property).

5.1.2 Sale to Prahlad Chandra Saha and Others: By a Deed of Conveyance dated 16th October, 1974, registered in the Office of the District Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 140, at Pages 76 to 79, being Deed No. 8241 for the year 1974, Pratima Sundari Sen sold to Prahlad Chandra Saha, Jibon Krishna Saha, Nilratan Saha and Kalipada Saha (collectively Prahlad Chandra Saha and Others) the entirety of the Larger Property.

5.1.3 Demise of Prahlad Chandra Saha: Prahlad Chandra Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Dipti Rani Saha, 2 (two) sons, namely, Pradip Saha and Sudip Saha and 1 (one) daughter Poli Rani Saha, as his only legal heirs and heiresses, who inherited the entire right, title and interest of Late Prahlad Chandra Saha in the Larger Property.



ADDITIONAL ORIGINAL
OF ASSURANCE
28 SEP 2012

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- 5.1.4 Sale to Dipti Rani Saha: By a Deed of Conveyance, registered in the Office of the District Sub-Registrar, Barasat, North 24 Parganas, in Book No. I, Volume No. 24, at Pages 31 to 37, being Deed No. 1807 for the year 1985, Poli Rani Saha, being one of the legal heirs of Prahlad Chandra Saha, sold to Dipti Rani Saha her share in the Larger Property.
- 5.1.5 Sale to Bhupal Ranjan Chakroborty: By a Deed of Conveyance dated 10th July, 1989, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 120, at Pages 61 to 72, being Deed No. 5681 for the year 1989, Jibon Krishna Saha, Nilratan Saha, Kalipada Saha, Dipti Rani Saha, Pradip Saha and Sudip Saha sold to Bhupal Ranjan Chakroborty undivided $\frac{1}{2}$ (half) share in the Larger Property (Bhupal's Property).
- 5.1.6 Sale to Nripendra Kumar Rauth and Others: By 2 (two) Deeds of Conveyance, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in (i) Book No. I, Volume No. 123, at Pages 73 to 86, being Deed No. 5682 for the year 1989 and (ii) Book No. I, being Deed No. 397 for the year 1993, Jibon Krishna Saha, Nilratan Saha, Kalipada Saha, Dipti Rani Saha, Pradip Saha and Sudip Saha sold to Nripendra Kumar Rauth, Dakshina Ranjan Sarkar and Sadhan Chandra Biswas (collectively Nripendra Kumar Rauth and Others) the entirety of Bhupal's Property.
- 5.1.7 Sale to Tapomoy Banerjee: By a Deed of Conveyance dated 22nd January, 1993, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas, in Book No. I, being Deed No. 408 for the year 1993, Nripendra Kumar Rauth and Others sold to Tapomoy Banerjee land measuring 3.87 (three point eight seven) decimal equivalent to 2 (two) *cottah* 5 (five) *chittack* and 24 (twenty four) square feet, more or less, out of Bhupal's Property (Tapomay's Property).
- 5.1.8 Sale to Tanmoy Banerjee: By a Deed of Conveyance dated 22nd January, 1993, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas, in Book No. I, being Deed No. 404 for the year 1993, Nripendra Kumar Rauth and Others sold to Tanmoy Banerjee land measuring 4.52 (four oint five two) decimal equivalent to 2 (two) *cottah* 11 (eleven) *chittack* and 37 (thirty seven) square feet, more or less, out of Bhupal's Property (Tanmoy's Property).
- 5.1.9 Sale to Vendor by Tapomoy Banerjee: By a Deed of Conveyance dated 8th February, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 1488 to 1510. being Deed No. 2094 for the year 2007, Tapomoy Banerjee sold to Vendor the entirety of the Tapomay's Property.
- 5.1.10 Sale to Vendor by Tanmoy Banerjee: By a Deed of Conveyance dated 8th February, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 1358 to 1380. being Deed No. 2086 for the year 2007, Tanmoy Banerjee sold to Vendor the entirety of the Tanmoy's Property.



ADDITIONAL RECEIPT
OF ASSIGNED POLICY
28 SEP 2012



- 5.1.11 **Records of Rights:** The Vendor has recorded its name in the records of the Land Revenue Settlements vide L.R. *Khatian* No. 1349.
- 5.1.12 **Absolute Ownership:** Thus, the Vendor became the absolute owner of the Tapomoy's Property and Tanmoy's Property, collectively the Said Property.
- 5.1.13 **Agreement with Confirming Party:** By an agreement dated 8th July, 2011 (Sale Agreement), the Vendor agreed to sell to the Confirming Party the Said Property in such terms and conditions as envisaged therein.
- 5.1.14 **Nomination by Confirming Party:** The Confirming Party has nominated the Purchasers to receive conveyance of the Said Property in terms and conditions as the Purchasers deems fit and proper.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor and the Confirming Party represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor and/or the Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare 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 Vendor and/or the Confirming Party 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.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor and/or the Confirming Party 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 Vendor and/or the Confirming Party 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 Vendor and/or the Confirming Party.
- 5.2.6 **No Right of Preemption:** No person or persons whosoever 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 Vendor and/or the Confirming Party by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.



ADDITIONAL REGISTRAR
OF ASSURANCE, CALCUTTA
28 SEP 2012

- 5.2.8 **Free From All Encumbrances:** the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor and/or the Confirming Party 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 Confirming Party or the Confirming Party's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Corporate Guarantee:** The Said Property is not affected by or subject to any corporate 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 Vendor 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 Vendor and the Purchasers is that the Vendor 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 Vendor.
- 6.2 **Confirmation of Confirming Party:** The Confirming Party hereby confirms the sale of the Said Property in favour of the Purchasers inasmuch as such sale is being made at the request of the Confirming Party and in view of the Confirming Party having nominated the Purchasers to receive conveyance of the Said Property. The Confirming Party confirms that the Confirming Party has no objection to the conveyance being granted hereby and to record the same, the Confirming Party has joined and executed this Conveyance.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being, *sali* land measuring 8.40 (eight point four zero) decimal equivalent to 5 (five) *cottah* 1 (one) *chittack* and 16 (sixteen) square feet, more or less, comprised in R.S./L.R. *Dag* No. 551, recorded in R.S. *Khatian* No. 242, L.R. *Khatian* No. 1349, *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 together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KARNATAKA
28 SEP 2012

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.20,33,889/- (Rupees twenty lac thirty three thousand eight hundred and eighty nine) (Consideration) which has been fully paid and received, as hereby and by the Receipt and Memo below, admitted and acknowledged. The Vendor hereby declares that the Vendor has instructed the Purchasers to pay the entire Consideration to the Confirming Party and hereby declares, confirms, undertakes and assures that the payment made by the Purchasers in favour of the Confirming Party shall be and be deemed to be payment of the Consideration to the Vendor. The Vendor and/or the Confirming Party hereby further declare, confirm, undertake and assure that the Vendor and/or the Confirming Party have not and shall not have any objection of any nature whatsoever at any point of time in future with regard to the instant transfer.

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, *debuffers*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* 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 and/or the Confirming Party or the Vendor's predecessors-in-title and/or the Confirming Party's Predecessors-in-title.

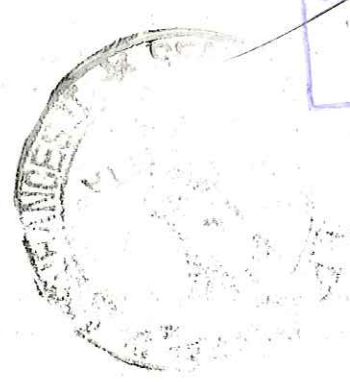
8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

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

8.2.1 **Indemnification:** express indemnification by the Vendor and/or the Confirming Party about the correctness of the Vendor's title, Vendor's and/or the Confirming Party's 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 Vendor and/or the Confirming Party, which if found defective or untrue at any time, the Vendor and/or the Confirming Party shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor and/or the Confirming Party, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor

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ADDITIONAL PROVISIONS
OF ASSURANCE POLICY
28 SEP 2012



and/or the Confirming Party hereby covenant that the Vendor and/or the Confirming Party or any person claiming under the Vendor and/or the Confirming Party in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified 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 Vendor to the Purchasers and the Confirming Party hereby confirms the aforesaid absolute handover of possession of the Said Property in favour of 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 Vendor and/or the Confirming Party, shall be borne, paid and discharged by the Vendor and/or the Confirming Party, with regard to which the Vendor and/or the Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor and/or the Confirming Party hereby covenant that the Purchasers and the Purchasers's 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 Vendor and/or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and/or the Confirming Party.
- 8.6 **No Objection to Mutation:** The Vendor and/or the Confirming Party declare that the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor 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 Vendor and/or the Confirming Party 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 Vendor and/or the Confirming Party hereby covenant that the Vendor and/or the Confirming Party or any person claiming under the



ADDITIONAL REGISTRAR
OF ASSURANCE CO., CALCUTTA
28 SEP 2012

Handwritten signature or mark.

Vendor and/or the Confirming Party, 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
(Said Property)

Sali land measuring land measuring 8.40 (eight point four zero) decimal equivalent to 5 (five) *cottah* 1 (one) *chittack* and 16 (sixteen) square feet, more or less, comprised in R.S./L.R. *Dag* No. 551, recorded in R.S. *Khatian* No. 242, L.R. *Khatian* No. 1349, *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, demarcated on the ~~Plan 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. 544
- On the East : By *Mouza* Gopalpur
- On the South : By R.S./L.R. *Dag* No. 549
- On the West : By R.S./L.R. *Dag* Nos. 547, 548 & 549

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



4

ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA
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.

[Handwritten Signature]
VIVEK KATHOTIA

(Bengal Benfort Aqua Limited)
(Vivek Kumar Kathotia)
Director
[Vendor]

[Handwritten Signature]

(Upperstar Realcon Private Limited,
Upperstar Highrise Private Limited and
Upperstar Nirman Private Limited)
(Dilip Kumar Dhandhanian)
Authorized Signatory

[Handwritten Signature]

(Orotund Vanijya Private Limited, Orutund
Tradecom Private Limited and Orutund
Vinimay Private Limited)
(~~Dilip Kumar Dhandhanian~~) *Amit Sarda*
Authorized Signatory

[Purchasers]

[Handwritten Signature]

(Silicon Real Estate Private Limited)
(Sunil Kumar)
Authorized Signatory
[Confirming Party]

Witnesses:

Signature *Nitेश्वर शुक्ल*
Name *Nitेश्वर शुक्ल*
Father's Name *B. K. Shukla*
Address *PA-289, Sector- III*
SALT LAKE CITY, KOL 97

Signature *Sujata Adh*
Name *Sujata Ghosh*
Father's Name _____
Address _____




ADDITIONAL RECEIPT
OF ASSURANCES
28 SEP 2012

A


Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.20,33,889/- (Rupees twenty lac thirty three thousand eight hundred and eighty nine) towards full and final payment of the Consideration of the Said Property described in the Schedule above, in the following manner:

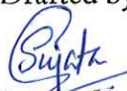
Mode	Date	Bank	Amount (Rs.)
C.No. 212271.	27.09.12.	Vijaya Bank,	20,33,889/-
			1
		Total	20,33,889/-




 (Bengal Benfort Aqua Limited)
 (Vivek Kumar Kathotia)
 Director
 [Vendor]



 (Silicon Real Estate Private Limited)
 (Sunil Kumar)
 Authorised Signatory
 [Confirming Party]

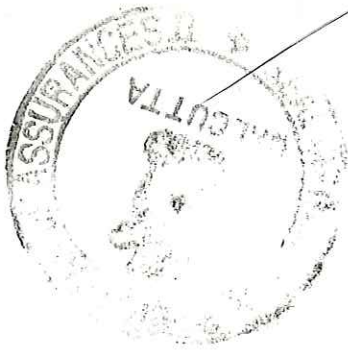
Drafted by

 Sujata Ghosh
 Advocate
 High Court at Calcutta

Witnesses:

Signature 
 Name Niteshwar Shukla

Signature 
 Name _____

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
28 SEP 2012



SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Handwritten signature

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



Amis Kumar

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



Amis Singh

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



ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA
28 SEP 2012



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
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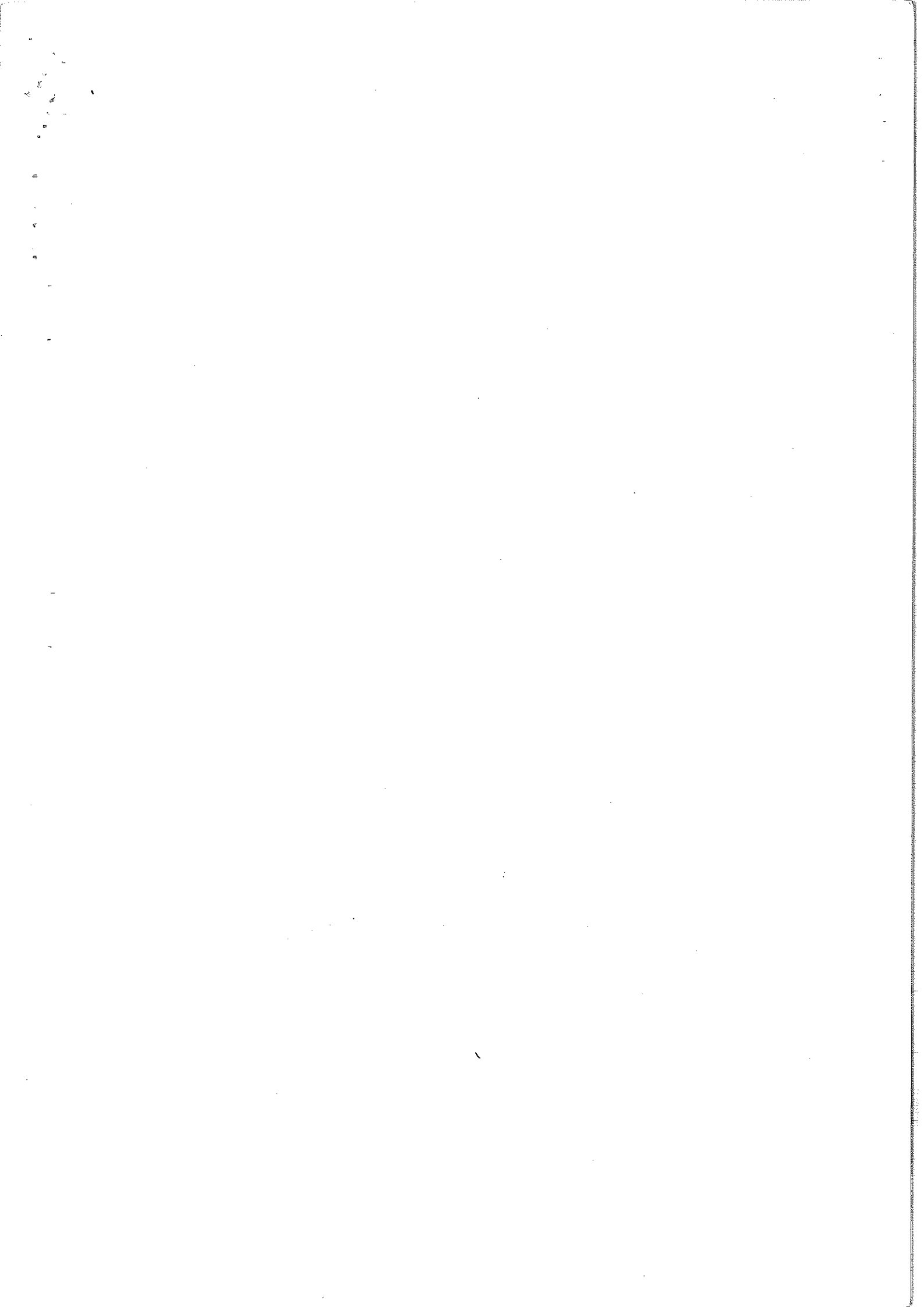
K. Sambham

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

DEPARTMENT OF ASSURANCE
KUALA LUMPUR

APPOINTMENT
OFFICE OF THE
28 SEP 2012





Dated 28th Day of September, 2012

Between

Bengal Benfort Aqua Private Limited

... Vendor

And

Upperstar Realcon Private Limited & Ors.

... Purchaser

And

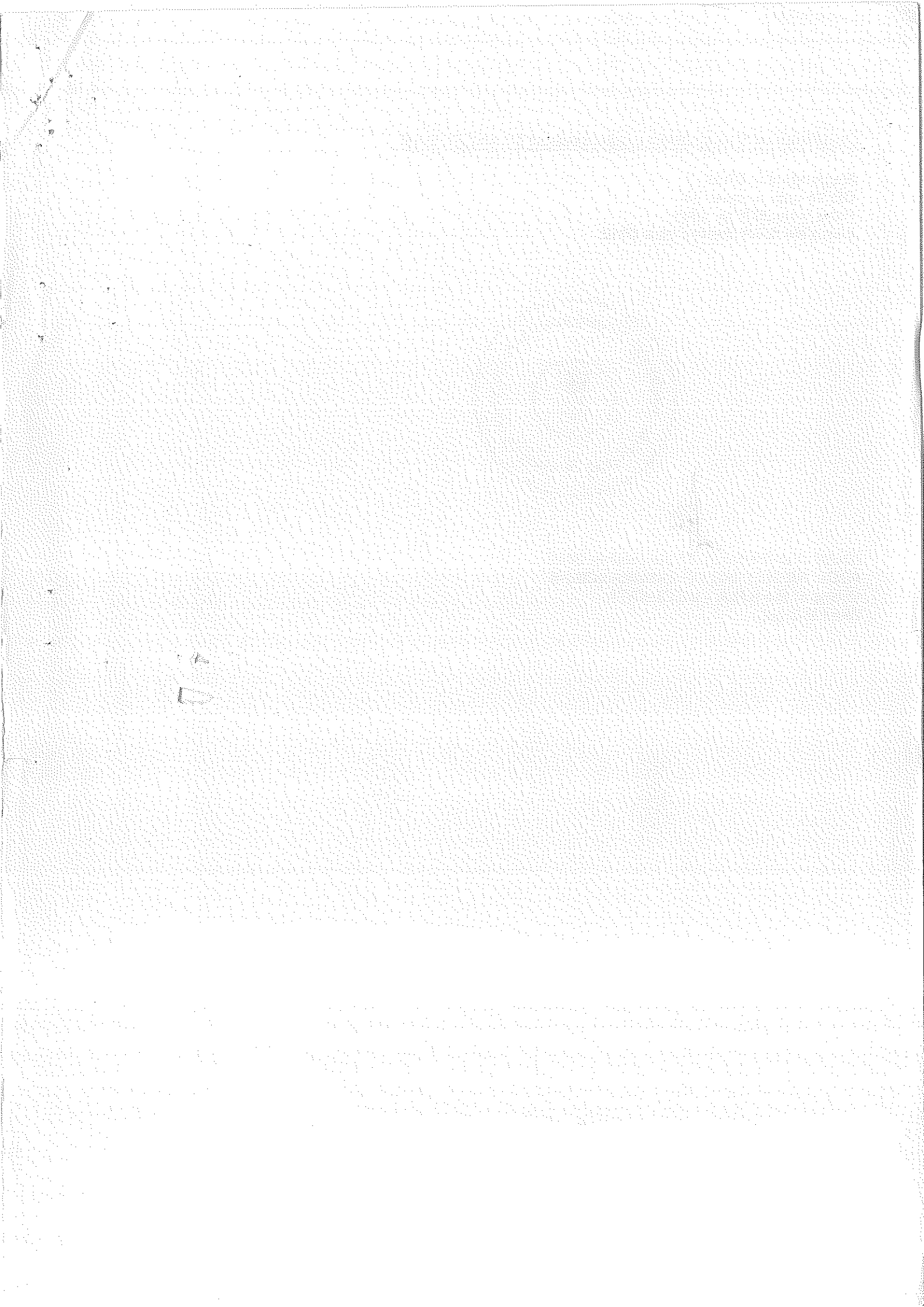
Silicon Real Estate Private Limited

... Confirming Party

CONVEYANCE

8.40 decimal
R.S./L.R. *Dag* No. 551
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 2625 to 2641
being No 13638 for the year 2012.



A handwritten signature in black ink, appearing to read "Dulal chandraSaha", is written over the seal.

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