

11594/012

13778/12



पश्चिम बंगाल WEST BENGAL

12AA 538630



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 - I, Kolkata

6/11/12

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 Kathotia, of 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur (PAN AACBC0251E) (Vendor, includes successors-in-interest)

118
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12/09/12

নম্বর : 2227

সন ও তারিখ :

কেন্দ্রের নাম :

ডিক্রিট : ১৩-৭

স্থানাঙ্ক : ১৩২২A

তারিখ : ১৩-৭

স্বাক্ষর : *[Signature]*

ক্রমা : উত্তর ২৪ পরগণা

খরিস তারিখ : 31 MAY 2012

মোট মূল্য : RS 26 0000

দ্রব্যের বর্ণনা :

অভ্যন্তর : শ্রী শ্যামলি বোস

e-6860

Amrit Sarda

e-6862

Bengal Ben Fort Aqua Ltd

Authorized Signatory/Director

FOR ECOMID HIRSE PRIVATE LIMITED
FOR KARBE DEVELOPERS PRIVATE LIMITED
FOR ARUNABH CONSTRUCTION PRIVATE LIMITED

[Signature]
DKB

e-6859

Authorized Signatory

DBVERT MARKETING PVT. LTD.

DBVERT DISTRIBUTORS PVT. LTD.

DBVERT TRADERS PRIVATE LIMITED

[Signature] AS

Authorized Signatory

SILICON REALESTATE PVT. LTD.

[Signature] Kurnam

Director/Authorized Signatory



e-6861

ADDITIONAL REGISTRAR
OF ASSURANCES-II, 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 - 13778 of 2012
(Serial No. 11594 of 2012)

On

Payment of Fees:

On 28/09/2012

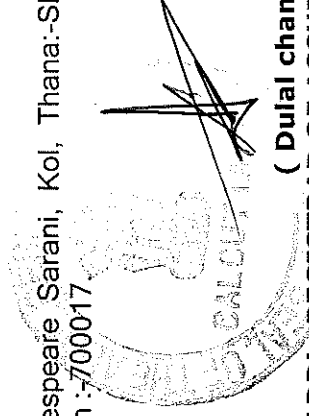
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21.26 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

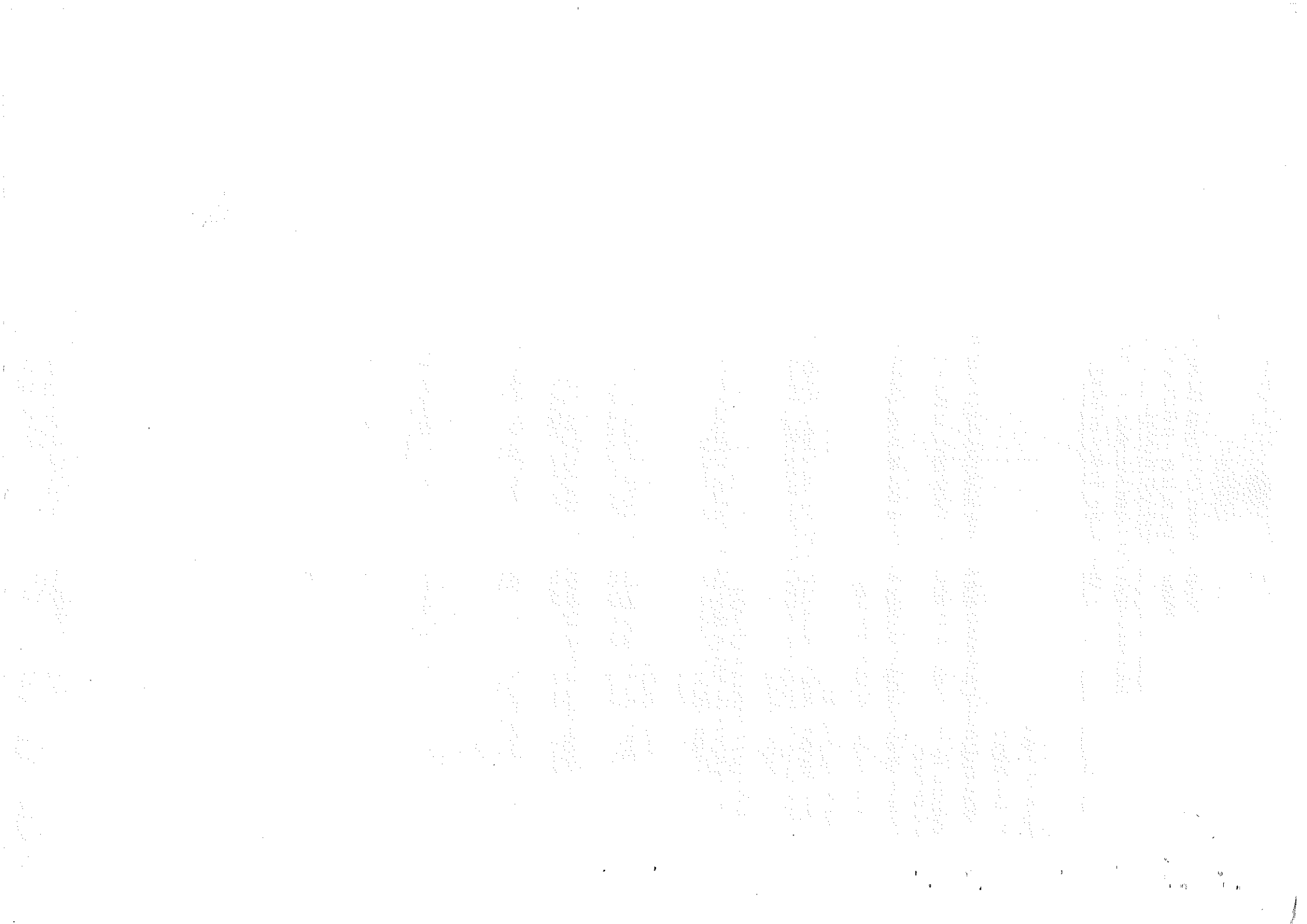
1. Vivek Kumar Kathotia
Director, Bengal Benfort Aqua Limited, 7/1 A, Hazra Road, Kol, Thana:-Bhawanipore, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
, By Profession : Others
2. Sunil Kumar (Confirming Party)
Authorised Signatory, Silicon Real Estate Pvt Ltd, 1, Raja Brojendra Street, P S- Lal Bazar, Kol, P.O. :-
,District:-Kolkata, WEST BENGAL, India, Pin :-700007.
, By Profession : Others
3. Dilip Kumar Dhandhania
Authorised Signatory, Ecogold Hirise Pvt Ltd, Gr. Floor, 11, Crooked Lane, Kol, Thana:-Hare Street,
P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.
Authorised Signatory, Crable Developer Pvt Ltd, Gr. Floor, 11, Crooked Lane, Kol, Thana:-Hare Street,
P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700069.
Authorised Signatory, Arunabh Construction 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, Obvert Marketing Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare
Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.
Authorised Signatory, Obvert Distributors Pvt Ltd, 27, Shakespeare Sarani, Kol, Thana:-Shakespeare
Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.
Authorised Signatory, Obvert Traders 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

06/11/2012 15:34:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 13778 of 2012

(Serial No. 11594 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.-1,90,82,691/-

Certified that the required stamp duty of this document is Rs.- 1335808 /- and the Stamp duty paid as: Impressive Rs.- 20/-

On 06/11/2012

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 06/11/2012

Amount by Draft

Rs. 210000/- is paid , by the draft number 666529, Draft Date 05/11/2012, Bank Name State Bank of India, ESPLANADE, received on 06/11/2012

(Under Article : A(1) = 209902/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 06/11/2012)

Deficit stamp duty

Deficit stamp duty Rs. 1335850/- is paid66653005/11/2012State Bank of India, ESPLANADE, received on 06/11/2012

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II



(Dulal chandraSaha)
ADDL REGISTRAR OF ASSURANCES-II

1/21/19

1/21/19

Dear Mr. [Name],
I am writing to you regarding the [Project Name] which is currently in progress. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

The [Project Name] is a [Project Description] and is being managed by [Project Manager Name]. The [Project Name] is a [Project Description] and is being managed by [Project Manager Name].

And

3-2 Ecogold 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 Dhandhanian, son of Late Satya Narayan Dhandhanian, of 11, Ground Floor, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AADCE1241R)

3-3 Crable Developer 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 AAEC9419N)

3-4 Arunabh 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 AAKCA8259J)

3-5 Obvert Marketing 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 AABCO7073K)

3-6 Obvert Distributors 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 AABCO7069F)

3-7 Obvert Traders 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 AABCO7000Q)
(collectively Purchasers, includes successors-in-interest)

And



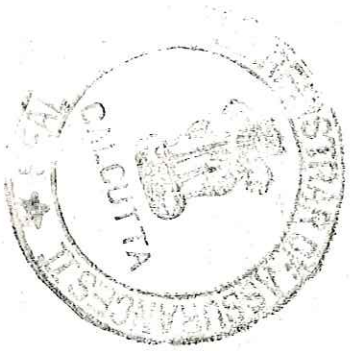
ADDITIONAL REGISTRAR
OF ASSURANCE CO., KOLKATA
28 SEP 2012



3-2 Silicon Real Estate Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1, Raja Brojendra Street, Kolkata-700007, Police Station Lalbazar, being represented by its Authorized Signatory Sunil Kumar, son of Surendra Singh, of 1, Raja Brojendra 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 **57-32** **Area 100**
- 4-1 Said Property: *Sali* land measuring 57-99 (fifty seven point ~~nine-nine~~ decimal equivalent to 35 (thirty five) *cottah* 1 (one) *chittack* and 15-44 (fifteen point four four) square feet, more or less, comprised in R.S./L.R. *Dag* No. 552, recorded in R.S. *Khatian* No. 317, 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 Surendranath Dwari: Surendranath Dwari was the absolute owner of *sali* land measuring 211 (two hundred and eleven) decimal, more or less, comprised in C.S. *Dag* No. 538, corresponding R.S./L.R. *Dag* No. 552, recorded in C.S. *Khatian* No. 169, *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 (Surendranath's Property).
- 5-1.2 Demise of Surendranath Dwari: Surendranath Dwari, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving Bharat Chandra Dwari, Biswanath Dwari and Laksmikanta Dwari along with other family members as his only legal heirs and heiresses (collectively Legal Heirs Of Surendranath Dwari), who jointly inherited the entirety of the Surendranath's Property.
- 5-1.3 Partition: The Legal Heirs Of Surendranath Dwari amicably partitioned the entirety of the Surendranath's Property, wherein Bharat Chandra Dwari, Biswanath Dwari and Laksmikanta Dwari were allotted land measuring 107



ADDITIONAL PROVISIONS
OF ASP, PARAGRAPH 3.4.1, 10/11/2011
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(one hundred and seven) decimal, more or less, out of Surendranath's Property (Chandra and Others' Property).

5.1.4 Sale to Mahamaya Santra: By a Deed of Conveyance dated 18th June, 1960, registered in the Office of the District Sub-Registrar Cossipur, Dum Dum, in Book No. I, Volume No. 85, at Pages 66 to 69, being Deed No. 5408 for the year 1960, Chandra Dwari, Biswanath Dwari and Laksmikanta Dwari sold to Mahamaya Santra land measuring 53 (fifty three) decimal, more or less, out of Chandra and Others' Property (Mahamaya's Property)

5.1.5 Sale to Arati Mondal: By a Deed of Conveyance dated 26th April, 1994, registered in the Office of the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 51, at Pages 29 to 38, being Deed No. 2236 for the year 1994, Mahamaya Santra sold to Arati Mondal land measuring 3.99 (three point ~~three~~ ^{three}) decimal equivalent to 2 (two) *cottah* 6 (six) *chittack* and 31 (thirty one) square feet, more or less out of Mahamaya's Property (Arati's Property).

Amir Kay

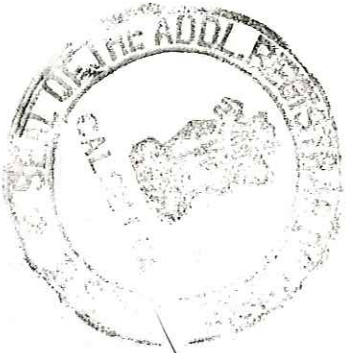
5.1.6 Sale to Ramchandra Pradhan: By a Deed of Conveyance dated 11th March, 1960, registered in the Office of the District Sub-Registrar Cossipur, Dum Dum, in Book No. I, Volume No. 31, at Pages 270 to 273, being Deed No. 1960 for the year 1960, Bharat Chandra Dwari, Biswanath Dwari and Laksmikanta Dwari sold to Ramchandra Pradhan land measuring 54 (fifty four) decimal, more or less out of Mahamaya's Property (Ramchandra's Property).

5.1.7 Records of Rights: Ramchandra Pradhan recorded his name in the records of Revintional Settlements.

5.1.8 Demise of Ramchandra Pradhan: Ramchandra Pradhan, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 3rd August, 1989, leaving behind him surviving his wife Nirmala Pradhan, 6 (six) sons, namely, Niranjan Pradhan, Subhas Pradhan, Indrajit Pradhan, Chandan Pradhan, Jayanta Pradhan and Pintu Pradhan and 1 (one) daughter Kalpana Das, as his only legal heirs and heiresses, who inherited the right, title and interest of Late Ramchandra Pradhan in Ramchandra's Property.

5.1.9 Demise of Nirmala Pradhan: Nirmala Pradhan, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 9th April, 2004, leaving behind her surviving her 6 (six) sons, namely, Niranjan Pradhan, Subhas Pradhan, Indrajit Pradhan, Chandan Pradhan, Jayanta Pradhan and Pintu Pradhan and 1 (one) daughter Kalpana Das, as her only legal heirs and heiresses (collectively Niranjan Pradhan and Others), who inherited the right, title and interest of Late Nirmala Pradhan in Ramchandra's Property.

5.1.10 Sale to Vendor by Niranjan Pradhan and Others: By a Deed of Conveyance dated 5th January, 2007, registered in the Office of the District Sub-Registrar II, Barasat, North 24 Parganas, in Book No. I, Volume No. 1, at Pages 3267 to 3286, being Deed No. 00835 for the year 2007, Niranjan Pradhan and Others jointly sold to Vendor the entirety of the Ramchandra's Property.



ADDITIONAL REGISTRAR
OF ASSURANCES, CALICUT
28 SEP 2012



- 5.1.11 **Sale to Vendor by Arati Mondal:** By a Deed of Conveyance dated 30th January, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas, in Book No. I, Volume No. 1, at Pages 3248 to 3266, being Deed No. 00834 for the year 2007, Arati Mondal sold to Vendor the entirety of the Arati's Property.
- 5.1.12 **Record of Rights:** The Vendor recorded its name in the records of Land Revenue Settlements vide L.R. *Khatian* No. 1349.
- 5.1.13 **Absolute Ownership:** Thus, the Vendor became the absolute owner of entirety of Ramchandra's Property and Arati's Property, collectively Said Property.
- 5.1.14 **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.
- 5.1.15 **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 deem 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.



ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA
28 SEP 2012



- 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.
- 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.

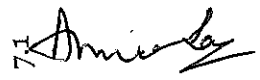
6. **Basic Understanding**

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 ~~57-99~~ ^{51.32} (fifty seven point ~~fifteen-nine~~ ^{four}) decimal equivalent to 35 (thirty five) *cottah* 1 (one) *chittack* and 15.44 (fifteen point four four)





ADDITIONAL REGISTRATION
OF ASSURANCE POLICIES
28 SEP 2012

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square feet, more or less, comprised in R.S./L.R. Dag No. 552, recorded in R.S. *Khatian* No. 317, 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 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.41,67,222/- (Rupees one crore forty one lac sixty seven thousand two hundred and twenty two) (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, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargaders* 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

ADDITIONAL REGISTRATION
OF ASSURANCES IN POLICY/TIA
28 SEP 2012



[Handwritten signature]

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 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.

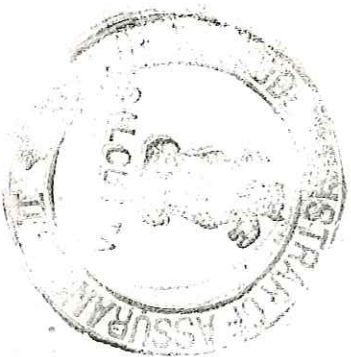
8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

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' 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' names 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



ADDITIONAL RECEIPT
OF ASSURANCE
28 SEP 2012



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 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) ~~57.99~~ 57.32 (fifty seven Hare too)

Sali land measuring land measuring ~~57.99~~ (fifty seven point nine nine) decimal equivalent to 35 (thirty five) *cottah* 1 (one) *chittack* and 15.44 (fifteen point four four) square feet, more or less, comprised in R.S./L.R. Dag No. 552, recorded in R.S. *Khatian* No. 317, *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. 553
- On the East : By R.S./L.R. Dag No. 554 & 555
- On the South : By R.S./L.R. Dag Nos of *Mouza Padohane*
- On the West : By R.S./L.R. Dag Nos 550 & 551

Amirley

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.




ADDITIONAL RECEIPT
OF ASSIGNED DEPARTMENTAL PROPERTY
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
(Bengal Benfort Aqua Limited)
(Vivek Kumar Kathotia)
Director
[Vendor]



(Ecogold Hirise Private Limited, Crable
Developer Priavte Limited and Arunabh
Construction Private Limited)
(Dilip Kumar Dhandhania)
Authorised Signatory





(Obvert Marking Private Limited, Obvert
Distributors Private Limited and Obvert
Traders Private Limited)
(Amit Sarda)
Authorised Signatory

[Purchasers]


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

Witnesses:

Signature 
Name High Court of Calcutta
Father's Name
Address

Signature 
Name SHANKAR CHANDAN
Father's Name S.P. M. C. CHANDAN
Address SPC, Chowringhoo Road
Cal-20



ADDITIONAL FEES
OF \$100.00 PER YEAR
28 SEP 2012



Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.1,41,67,222/- (Rupees one crore forty one lac sixty seven thousand two hundred and twenty two) 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.)
Chq. NO. 212267	27.09.12	Vijaya Bank	1,41,67,222/-
		Total	1,41,67,222/-

4

(Bengal Benfort Aqua Limited)
(Vivek Kumar Kathotia)

Director
[Vendor]

Sunil Kumar

(Silicon Real Estate Private Limited)
(Sunil Kumar)

Authorised Signatory
[Confirming Party]

Drafted by




Sujata Ghosh
Advocate

High Court at Calcutta

Witnesses:

Signature 
Name Sujata Ghosh



















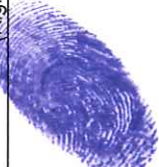

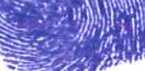
Signature 
Name SHAVOOR CHANDARA



ADDITIONAL REGISTRAR
OF COMPANIES, CHANDIGARH
28 SEP 2012



SPECIMEN FORM TEN FINGER PRINTS

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



ADDITIONAL REGISTRAR
OF ASSURANCE, BOP & FDI
28 SEP 2012



SPECIMEN FORM TEN FINGER PRINTS

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

ADDITIONAL REGISTRAR
OF ASSURANCE
28 SEP 2012



SITE PLAN OF LAND AT MOUZA - SALUA, J.L. NO. 3, R.S. DAG NO. 552,
L.R. DAG NO. R.S. KHATIAN NO. 317 L.R. KHATIAN
NO. 1349, P.S. - AIRPORT, DIST. - NORTH 24- PARGANAS.

SCALE : 40'-0" = 1" INCH

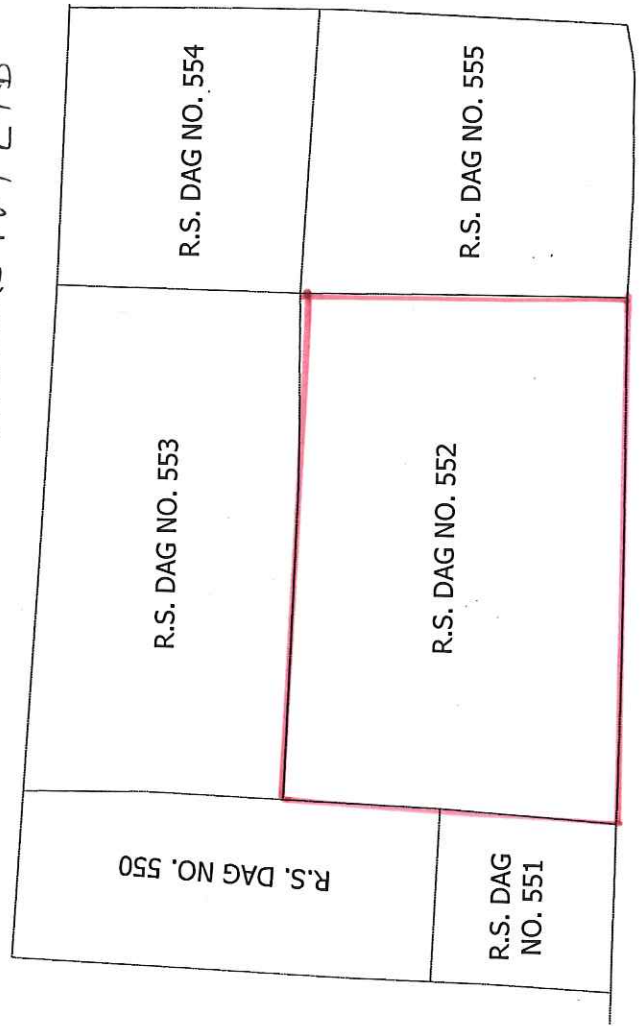
PURCHASE AREA OF LAND :- 57.99 DECIMALS (MORE OR LESS)
OUT OF TOTAL LAND AREA SHOWN IN RED COLOUR

N



VENDOR : BENGAL BENFORT AQUA LTD.

PURCHASER: ECGOLD HIRISE PVT LTD
CRABLE DEVELOPER PVT LTD
ANURAGH CONSTRUCTION PVT LTD
OBVERT MARKETING PVT LTD
OBVERT DISTRIBUTORS PVT LTD
OBVERT TRADERS PVT LTD



MOUZA - DASDRON , J.L. NO. 06 (L.R.)

Bengal Ben Fort Aqua Ltd

Handwritten signature

Authorised Signatory/Director

For ECGOLD HIRISE PRIVATE LIMITED
For CRABLE DEVELOPERS PRIVATE .
For ANURAGH CONSTRUCTION PRIVATE LIMITED

Handwritten signature
OBVERT MARKETING PVT. LTD.
Handwritten signature
OBVERT DISTRIBUTORS PVT LTD
OBVERT TRADERS PRIVATE LIMITED

Traced By:
A. N. Ghosh
30, Upper Bari

SIG. OF VENDOR

SIG. OF PURCHASER



OFFICE OF THE SOLICITOR GENERAL
28 SEP 2012



Dated 28th Day of September, 2012

Between

Bengal Benfort Aqua Private Limited

... Vendor

And

Ecogold Hirise Private Limited & Ors.

... Purchasers

And

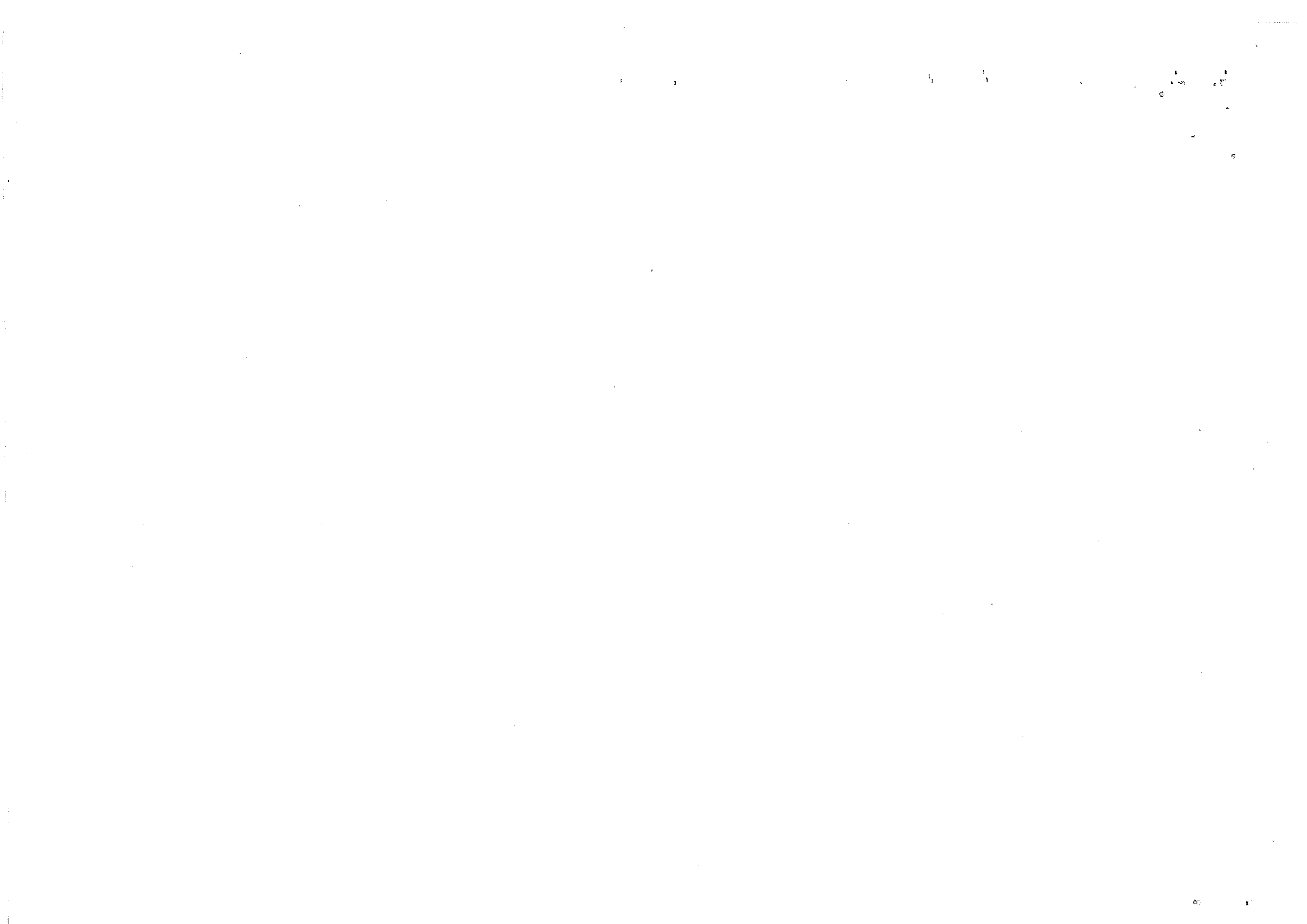
Silicon Real Estate Private Limited

... Confirming Party

CONVEYANCE

57.99 decimal
R.S./L.R. *Dag* No. 552
Mouza Salua
District North 24 Parganas

Bhattacherjee 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 4961 to 4998
being No 13778 for the year 2012.



(Dulal chandra Saha) 08-November-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

