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12754/012

14750/12

भारतीय गैर न्यायिक

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रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

58AA 214650

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

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Additional Registrar of Assurances ii
Kolkata

18/10/12

549

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CONVEYANCE

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1. Date: 18th October 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 authorized signatory Raj Kumar Gupta, son of Champa Lal Gupta, of 7/1A, Hazra Road, Kolkata-700026, Police Station Bhawanipur (Vendor, includes successors-in-interest)

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নম্বর : 3259
দিন ও তারিখ : 18.08.12
কোম্পানির নাম : S. Ghoshy, PAN
স্থান : High Court, Calcutta.
মুদ্রা : Pro
স্বাক্ষর : *S. Ghoshy*

বারানগত কোর্ট
জেলা : উত্তর ২৪ পরগণা
খরিদ তারিখ : 23 JUL 2012
মোট ম্যান্ডার খরিদ : RS.200000
ক্রয়কারী বারানগত
স্বাক্ষর : শ্রী সন্ন্যাসী বোস
Chalantee



e-7364

- Reboil Commodity Pvt Ltd.
- REBOIL DISTRIBUTORS PVT. LTD.
- Reboil Marketing Pvt. Ltd.
- SAXATILE COMMODALS PVT. LTD.
- SAXATILE TRADERS PVT. LTD.
- SAXATILE VINIMAY PVT. LTD.
- OBVERT VANIJYA PVT. LTD.



Chalantee
Director / Authorised Signatory


e-7365



- For WELLSPRIT HIRISE PRIVATE LIMITED
- For TROOP REALTY PRIVATE LIMITED
- For TROOP HIRISE PRIVATE LIMITED
- For TROOP NIRMAN PRIVATE LIMITED
- For NEODREAM HIRISE PRIVATE LIMITED
- For NEODREAM REALCON PRIVATE LIMITED
- Neodream Realcom Pvt Ltd*

K. Ghoshy
Director / Authorised Signatory



Anupam



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

Endorsement For Deed Number : I - 14750 of 2012
(Serial No. 12754 of 2012)

On 18/10/2012

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

Presented for registration at 14.55 hrs on :18/10/2012, at the Private residence by Giriraj Ratan Bagri
, one of the Claimants.

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

Execution is admitted on 18/10/2012 by

1. Raj Kumar Gupta

Authorised Signatory, 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, Siliconn Infracon Pvt Ltd, 1, Raja Brojendra Street, P S- Lal Bazar, Kol, P.O. :-
,District:-Kolkata, WEST BENGAL, India, Pin :-700007.
, By Profession : Others

3. Giriraj Ratan Bagri

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

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

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

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

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

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

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



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 14750 of 2012

(Serial No. 12754 of 2012)

4. Dilip Kumar Dhandhanian

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

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

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

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

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

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

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

, By Profession : Others

Identified By Anupam Jana, son of Sankar Jana, 102/ A, R B Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Service.

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

On 25/10/2012

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.-3,86,48,433/-

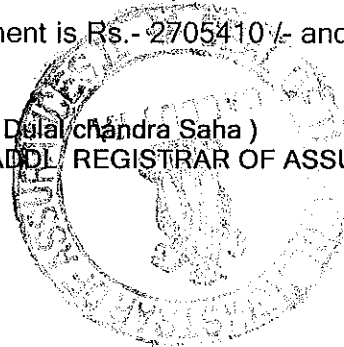
Certified that the required stamp duty of this document is Rs.- 2705410/- and the Stamp duty paid as: Impressive Rs.- 10/-

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

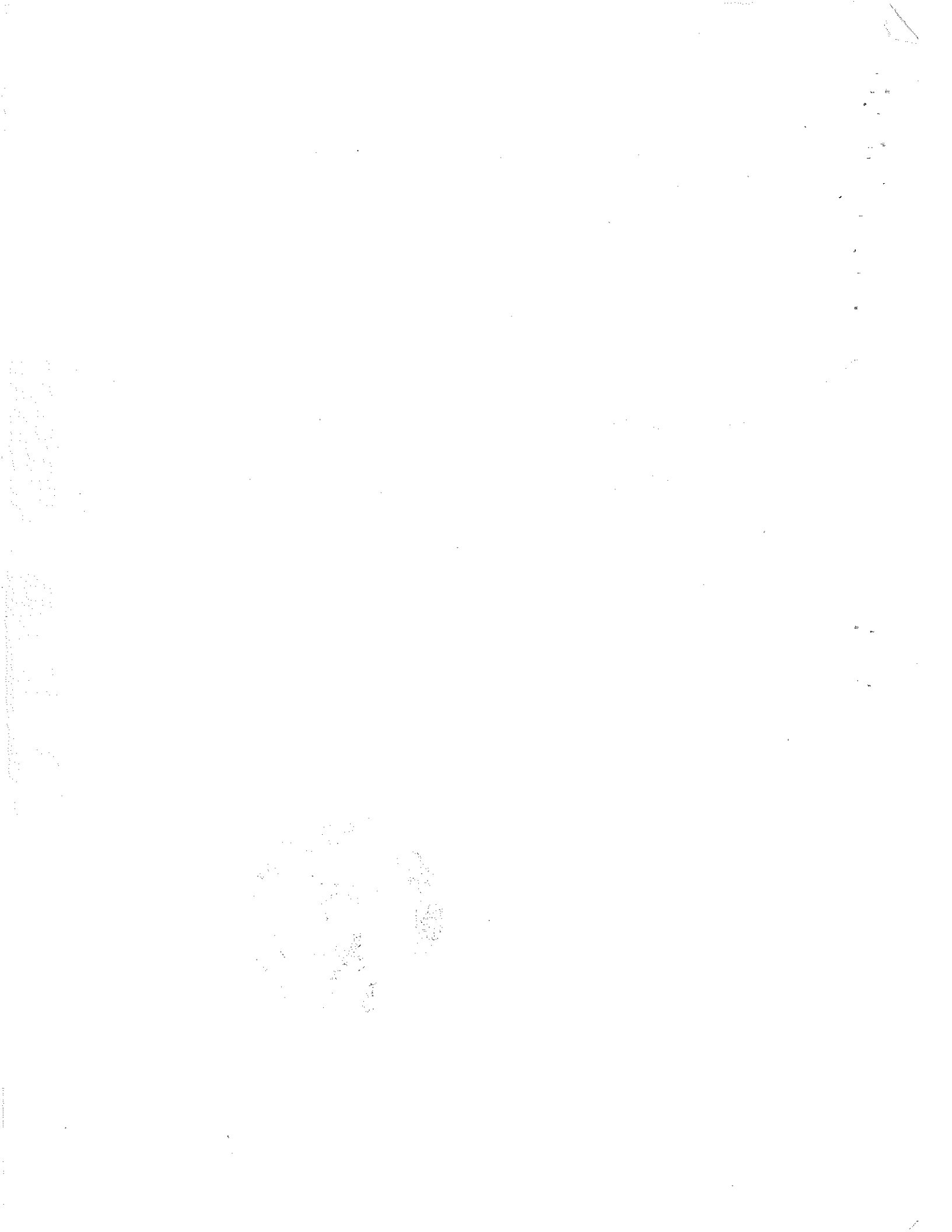
On 23/11/2012

Payment of Fees:

Amount by Draft



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





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

Endorsement For Deed Number : I - 14750 of 2012
(Serial No. 12754 of 2012)

Rs. 425226/- is paid , by the draft number 665815, Draft Date 17/10/2012, Bank Name State Bank of India, ESPLANADE, received on 23/11/2012

(Under Article : A(1) = 425128/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 23/11/2012)

Deficit stamp duty

Deficit stamp duty Rs. 2705430/- is paid , by the draft number 665814, Draft Date 17/10/2012, Bank : State Bank of India, ESPLANADE, received on 23/11/2012

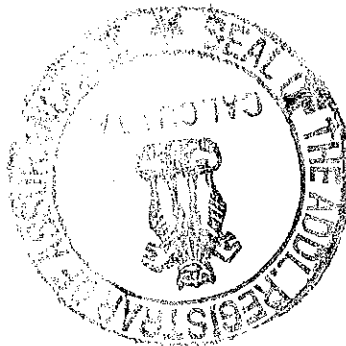
(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 01/12/2012

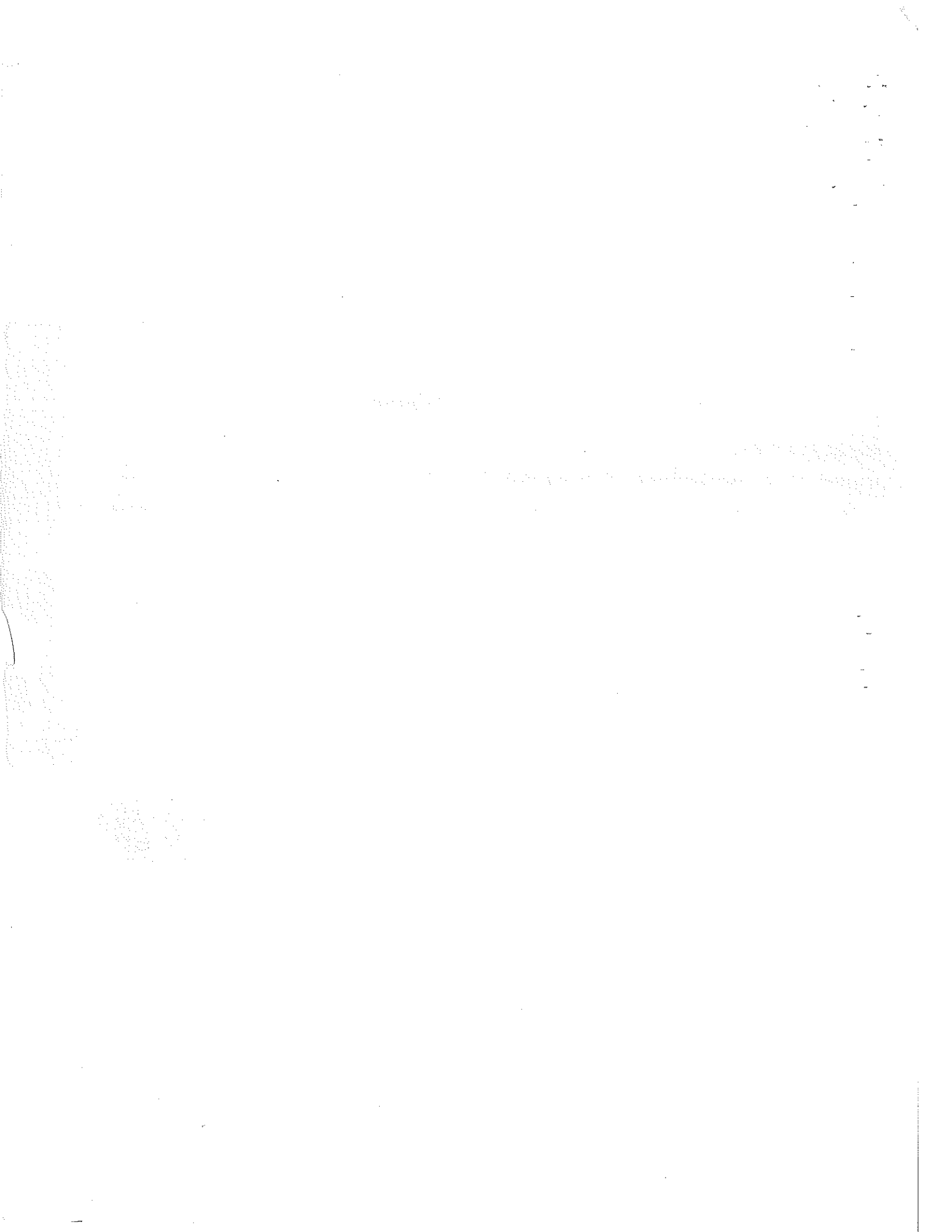
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

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



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



And

- 3.2 **Reboil 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, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AAFCR9993P)
- 3.3 **Reboil 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, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AAFCR9992N)
- 3.4 **Reboil Commodity Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AAFCR9991R)
- 3.5 **Saxatile Commosale Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AARCS8550K)
- 3.6 **Saxatile 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, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AARCS8551J)
- 3.7 **Saxatile Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AARCS8553L)
- 3.8 **Obvert 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, represented by its Authorised Signatory Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, 27, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani (PAN AABCO7070L)



e- 7366

Wengal Ben Fort Aqua Ltd

Raj Kumar Gupta
Authorised Signatory/Director

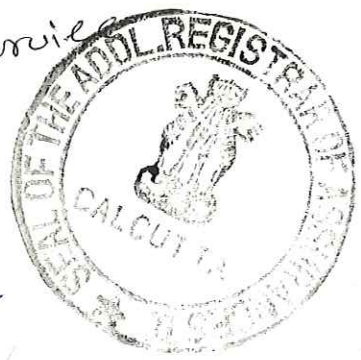


e- 7367

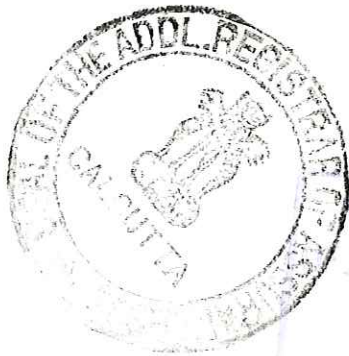
SILICONN INFRACON PVT. LTD

Sunil Kumar
Authorised Signatory

Anupam Jy
Sankar Jena
102/A - R.B. Rd: Kol- 39
Services



- 3.9 **Wellsprit Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AABCW2778F)
- 3.10 **Troop Realty Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAECT3452C)
- 3.11 **Troop Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAECT3451B)
- 3.12 **Troop Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAECT3456A)
- 3.13 **Neodream Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAECN0823H)
- 3.14 **Neodream Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AAECN0822G)
- 3.15 **Ecogold Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, represented by its Authorised Signatory Dilip Kumar Dhandhanian, son of Late Satyanarayan Dhandhanian, of ground floor, 11, Crooked Lane, Kolkata-700069, Police Station Hare Street (PAN AADCE1240Q)
(collectively **Purchasers**, includes successors-in-interest)



OFFICE OF THE ADDL. REGISTRAR
CALCUTTA
18 OCT 2012

And

- 3.16 **Siliconn Infracon Private Limited (formerly 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

- 4.1 **Said Property:** Undivided *sali* land measuring 120.9 (one hundred twenty point nine) decimal equivalent to 3 (three) *bigha* 13 (thirteen) *cottah* 3 (three) *chittack* and 12 (twelve) square feet, more or less, comprised in R.S./L.R. *Dag* No. 549, recorded in R.S. *Khatian* No. 279, corresponding L.R. *Khatian* No. 8, *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, **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 Khetra Gopal Roy and Anr:** Khetra Gopal Roy and Gopi Jiban Roy (collectively **Khetra Gopal Roy and Anr.**) were the recorded owners of land measuring 242 (two hundred and forty two) decimal, more or less, comprised in R.S./L.R. *Dag* No. 549, *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 Kanailal Bhuia:** By a Deed of Conveyance dated 18th January, 1957, registered in the District Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 22, at Pages 123 to 126, being Deed No. 402 for the year 1957, Khetra Gopal Roy and Anr. sold to Kanailal Bhuia the entirety of the Larger Property.



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- 5.1.3 **Sale to Anantalal Routh:** By a Deed of Conveyance dated 16th January, 1959, registered in the District Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 19, at Pages 47 to 49, being Deed No. 265 for the year 1959, Kanailal Bhuia sold to Anantalal Routh the Said Property, being ½ (half) share in the Larger Property, i.e. land measuring 120.9 (one hundred twenty point nine) decimal equivalent to 3 (three) *bigha* 13 (thirteen) *cottah* 3 (three) *chittack* and 12 (twelve) square feet, more or less.
- 5.1.4 **Records of Rights:** Anantalal Routh recorded his name in the records of the Land Reforms Settlements vide L.R. *Khatian* No. 8.
- 5.1.5 **Demise of Anantalal Routh:** Anantalal Routh, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 8th April, 1992, leaving behind him surviving his wife Nirmala Routh, 4 (four) sons, namely, Sangit Kumar Routh, Ranjit Kumar Routh, Ajit Kumar Routh and Ashim Kumar Routh and 4 (four) daughters, namely, Sandhya Rani Samanta, Namita Rani Paul, Chhabita Rani Das and Latika Rani Mondal, as his only legal heirs and heiresses (collectively **Legal Heirs of Anantalal Routh**), who jointly inherited the entire right, title and interest of Late Anantalal Routh in the Said Property in equal share.
- 5.1.6 **Sale to Vendor:** By a Deed of Conveyance dated 21st February, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 13, at Pages 22968 to 22995, being Deed No. 14668 for the year 2008, the Legal Heirs of Anantalal Routh jointly sold to Vendor the entirety of the Said Property.
- 5.1.7 **Absolute Ownership:** Thus, the Vendor became the absolute owner of the Said Property.
- 5.1.8 **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.
- 5.1.9 **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.
- 5.1.10 **Change in Name:** By a Fresh Certificate of Incorporation Consequent Upon Change of Name dated 26th June, 2012, the name of the Confirming Party has changed to Siliconn Infracon Private Limited from Silicon Real Estate Private Limited.
- 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.



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18 OCT 2012

- 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 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 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



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OF ASSURANCES, CALCUTTA
18 OCT 2012

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, undivided *sali* land measuring 120.9 (one hundred twenty point nine) decimal equivalent to 3 (three) *bigha* 13 (thirteen) *cottah* 3 (three) *chittack* and 12 (twelve) square feet, more or less, comprised in R.S./L.R. *Dag* No. 549, recorded in R.S. *Khatian* No. 279, corresponding L.R. *Khatian* No. 8, *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.2,92,82,000/- (Rupees two crore ninety two lac eighty two thousand) (**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.



✓

ADDITIONAL REGISTRAR
OF ASSAM
18 OCT 2012

- 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, *debutter*s, 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 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, outgoing 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



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ADDITIONAL REGISTRAR
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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 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)

Undivided *sali* land measuring 120.9 (one hundred twenty point nine) decimal equivalent to 3 (three) *bigha* 13 (thirteen) *cottah* 3 (three) *chittack* and 12 (twelve) square feet, more or less, comprised in R.S./L.R. *Dag* No. 549, recorded in R.S. *Khatian* No. 279, corresponding L.R. *Khatian* No. 8, *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, the said *Dag* is butted and bounded as follows:



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ADDITIONAL REGISTRAR
OF THE ADALAT
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On the North : By R.S./L.R. Dag No. 548,545(P) & 545/417

On the East : By R.S./L.R. Dag No. 545(P)

On the South : By R.S./L.R. Dag No. 550,453 & 554

On the West : By R.S./L.R. Dag No. 498, 497 & 496(P)

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.

9. Execution and Delivery

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



(Bengal Benfort Aqua Limited)
(Raj Kumar Gupta)
Authorised Signatory
[Vendor]

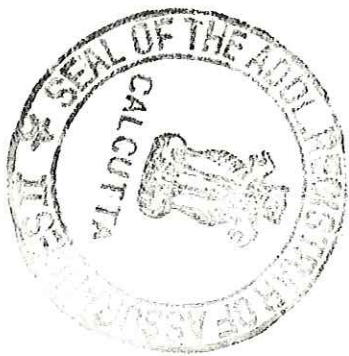


(Reboil Marketing Private Limited, Reboil Distributors Private Limited, Reboil Commodity Private Limited, Saxatile Commosale Private Limited, Saxatile Traders Private Limited, Saxatile Vinimay Private Limited and Obvert Vanijya Private Limited)
(Giriraj Ratan Bagri)
Authorised Signatory



(Wellsprit Hirise Private Limited, Troop Realty Private Limited, Troop Hirise Private Limited, Troop Nirman Private Limited, Neodream Realcon Private Limited, Neodream Hirise Private Limited and Ecogold Realcon Private Limited)
(Dilip Kumar Dhandhan)
Authorised Signatory

[Purchasers]



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18 OCT 2012

Sunil Kumar

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

Witnesses:

Signature *Anuram Jena*
Name *Anuram Jena*
Father's Name *Bankar Jena*
Address *102/A Roy Bahadur*

Signature *[Signature]*
Name *Umesh Kumar Kedia*
Father's Name *Late. K.L. Kesha*
Address *27, Shakespeare Saron,
Kolkata - 17*



ADDITIONAL REGISTRAR
OF MORTGAGE
18 OCT 2012

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.2,92,82,000/- (Rupees two crore ninety two lac eighty two thousand) 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.)
RTGS UTR No. VIJBH12290031528	15.10.2012	Vijaya Bank, Brabourne Road Branch, Kolkata	1,00,00,000
RTGS UTR No. VIJBH12291042461	17.10.2012	Vijaya Bank, Brabourne Road Branch, Kolkata	1,60,00,000
Cheaque No.221156	18.10.2012	Vijaya Bank, Brabourne Road Branch, Kolkata	32,82,000
		Total	2,92,82,000/-

Raj Kumar Gupta
(Bengal Benfort Aqua Limited)
(Raj Kumar Gupta)
Authorised Signatory
[Vendor]

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

Drafted by
Sujata Ghosh
Sujata Ghosh
Advocate
High Court at Calcutta

Witnesses:

















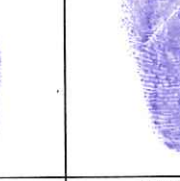




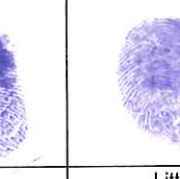











Signature Anuram Jona
Name Anuram Jona

Signature [Signature]
Name Umesh Kumar Kedia



ADDITIONAL REGISTRAR
OF ASSURANCE CO. KOLKATA
18 OCT 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 Raj Kumar Gupta					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 Dalvir Singh					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 D. K. Jambhale					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDITIONAL REGISTRAR
OF ASSURANCES & KOLKATA
18 OCT 2012

SPECIMEN FORM TEN FINGER PRINTS

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

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



ADDITIONAL REGISTRAR
OF ASSURANCES II KOLKATA
18 OCT 2012

Dated 18th Day of October 2012,

Between

Bengal Benfort Aqua Private Limited

... Vendor

And

Reboil Marketing Private Limited & Ors.

... Purchasers

And

Siliconn Infracon Private Limited

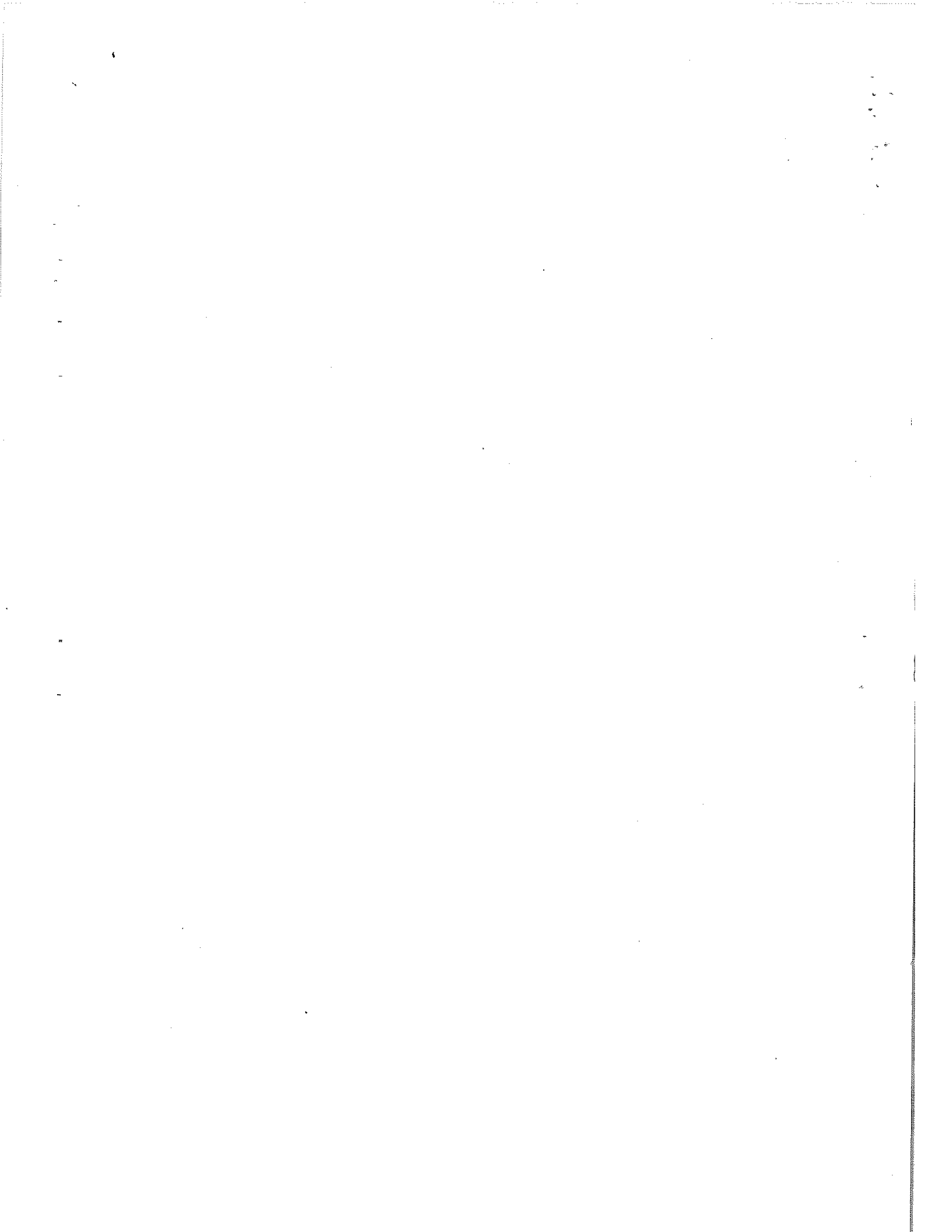
... Confirming Party

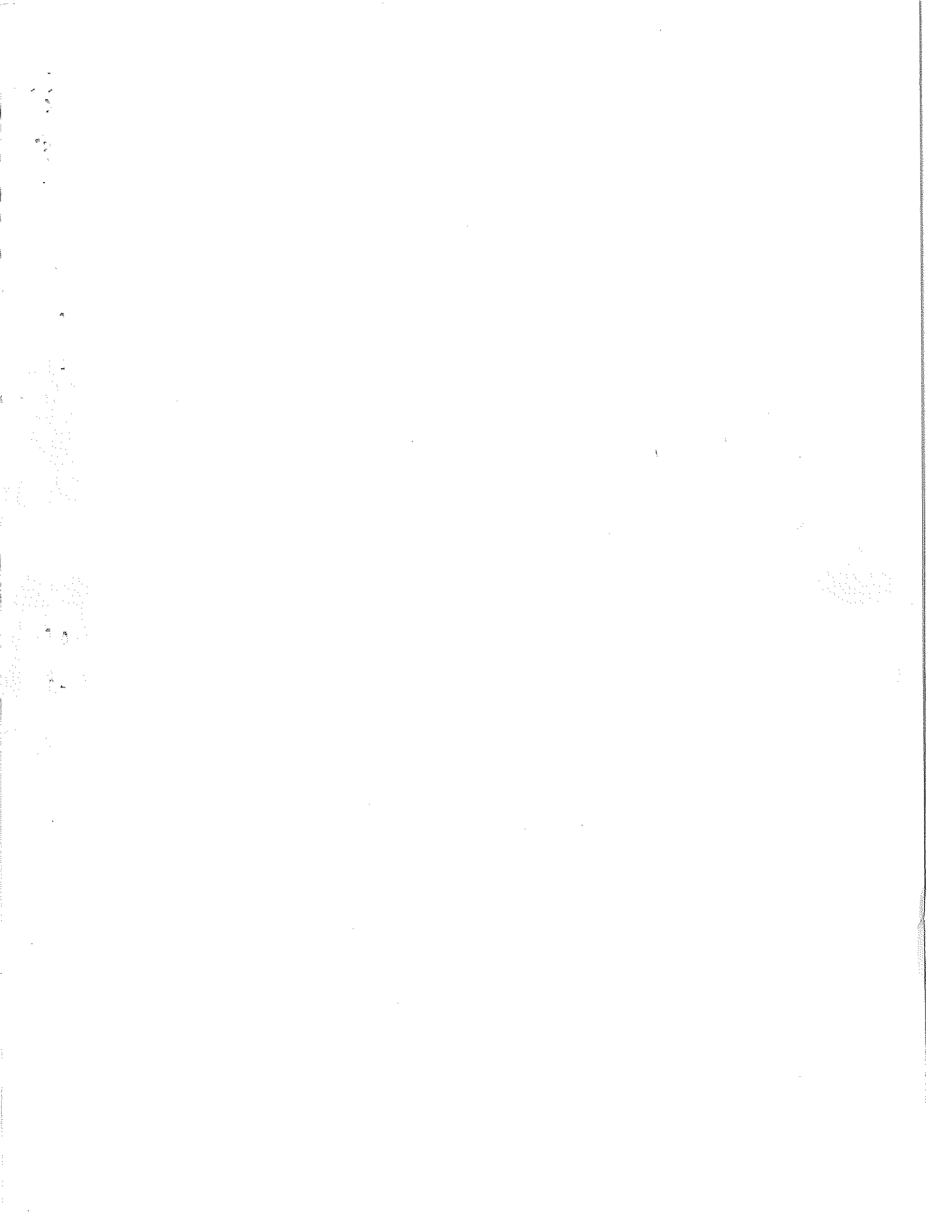
CONVEYANCE

120.9 decimal
R.S./L.R. Dag No. 549
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 58
Page from 5206 to 5225
being No 14750 for the year 2012.



(Dulal chandraSaha) 04-December-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal