

THIS AGREEMENT made this 18th day of January 1990
 BETWEEN Smt Madhu Singhania wife of Sri Bimal Kumar Singhania
 residing at No.V-17, Rajouri Garden, New Delhi, hereinafter
 referred to as "THE ASSIGNOR" (which expression shall unless
 excluded by or repugnant to the context be deemed to include
 its successor or successors and assigns) of the FIRST PART,
 THE ALLIED MERCANTILE AGENCIES LIMITED, a Company incorporated
 under the Companies Act, 1956 and having its registered office
 at present at 2A, Shakespeare Sarani, Calcutta, hereinafter
 referred to as "THE OWNER" (which expression shall unless ex-
 cluded by or repugnant to the context include its successor
 or successors and assigns) of the SECOND PART, MESSRS METRO-
 POLITAN CONSTRUCTIONS, a partnership firm having its office
 at 2A, Shakespeare Sarani, Calcutta, hereinafter referred to
 as 'THE BUILDER' (which expression shall unless excluded by
 or repugnant to the context include the Partners for the time
 being of the said firm their respective heirs, executors, admini-
 strators, legal representatives and assigns) of the THIRD PART.

AND MESSRS USHA MARTIN INDUSTRIES LIMITED, 14, Princep Street,
 Calcutta 700 072, hereinafter referred to as "the NOMINEE"
 or Assignee of the First Part which expression shall unless
 excluded by or repugnant to the context include its successor
 or successors and assigns of the FOURTH PART.

Madhu Singhania

RM

WHEREAS

A. The Owner is the Owner of Premises No.2A, Shakespeare Sarani, Calcutta.

B. By an Agreement dated 18.6.1987 executed by and between the Owner, the Builder and the Purchaser hereinafter referred to as the "said Original Agreement" the Purchaser now Assignor agreed to purchase from the Owner 50% undivided share in a space measuring 1148 sq. ft. of super built up area and engaged the Builder to construct an office Unit on the said space measuring 50% undivided share in a space measuring 1148 sq.ft. of super built up area being Unit No.3A on the Third Floor of the proposed multi-storeyed building at the said premises No.2A, Shakespeare Sarani, Calcutta, more fully and particularly described in the Schedule 'A' therein as also in Schedule 'A' hereunder and agreed to pay to the Owners for the purchase of the said space measuring 50% undivided share of 1148 sq.ft. for a total sum of Rs.1,23,410/- (Rupees one lakh twentythree thousand four hundred ten only) and Rs.1,37,760/- (Rupees one lakh thirty-seven thousand seven hundred sixty only) ^{to the Builder} on the terms and covenants contained in the said Original Agreement dated 18.6.1987 amongst the Owner, Builder and Purchaser.

C. Pursuant to the said original Agreement the Assignor has paid full consideration money payable to both the Owner and the Builder respectively towards (i) cost of the space or proportionate share in land and (ii) cost of construction of the said Unit No.'3A' and after completion of construction of the said Unit No.'3A' the Assignor has been put into possession thereof.

D. The said original Agreement dated 18.6.1987 entered into by and between the Owner, the Builder and the Assignor is in full force and effect and is valid, subsisting and binding on the parties.

E. The Assignor is now in peaceful and uninterrupted possession and enjoyment of the said office space being Unit No.3A on the Third Floor of the said Premises No.2A, Shakespeare Sarani, Calcutta 700 071, as the sole and absolute Owner thereof with

Dr. H. Madhu Singhania
for

the right power and authority subject of course to the approval of the Owner to sell transfer assign his interest in the said office Unit 3A and/or to nominate any other person as his Nominee for acquiring the said Unit and obtaining a Conveyance or other Deeds or Documents from the owner and also the Builder and have the same registered in its Own name or in the name of its Nominee.

F. No formal Deed of Conveyance in respect of the said office Unit has yet been executed or registered in favour of the Assignor.

G. The said Office Unit is free from all encumbrances and liabilities whatsoever and no other person has any right title claim or interest whatsoever therein or any part thereof.

H. The Assignor has subject to consent of the Owner and the Builder has agreed to assign in favour of the Nominee his right title and interest acquired as per said Original Agreement dated 18.6.1987 and to nominate the Nominee in his place and put stead and the Nominee has accepted such assignment made by the Assignor in favour of the Nominee and to obtain the formal Deed of Conveyance in respect of the said Unit No.'3A' from the Owners in due course of time and on the terms of the said original Agreement dated 18.6.1987 the Owner and the Builder being satisfied of the submission and explanation made to them have accorded their consent to such arrangement by and between the Assignor and the Nominee on the terms and conditions herein contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

1. The Assignor has duly made payment of all the money/ies payable under the said Original Agreement dated 18.6.1987.

2. The Assignor has absolute right power and Attorney as provided in the said Original Agreement relating to the said Unit No.3A on the Third Floor of Premises No.2A, Shakespeare Sarani, Calcutta-71, together with the proportionate indivisible but variable share in the land whereof or on part whereof the said building is erected and built as also the right to use and enjoy in common facilities with other Owners and Occupiers of the office Units in the said building the staircase, landings passages, drive-ways, electric lines, central air-conditioning

H. H.
for *Madhu Singhania*

systems, water supply, water reservoirs, commonyards, area facilities and all easements and appurtenances relating thereto and all other rights and interest of the Assignor mentioned in the said Original Agreement.

3. In part performance of the aforesaid Agreement the Assignor has duly put the Nominee in vacant and peaceful possession of the said office Unit and the Nominee shall henceforth be entitled to remain in possession, occupation and enjoyment thereof without any obstruction, objection, claim or demand whatsoever by or on behalf of the Assignor or the Owner or the Builder or any other person claiming through or on behalf of or under the said Assignor or the Owner or the Builder. And the Builder shall issue a possession letter to the assignee directly under intimation to us confirming the assignee its peaceful possession.


4. The Assignor hereby undertakes that -

- a) the said Unit is free from all encumbrances, charges, liens, dispendens, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- b) there is no default or breach on the part of the Assignor of any of the terms and conditions contained in the said original Agreement dated 18.6.87.
- c) the said Unit has not been subjected to any acquisition or requisition proceedings nor has the Assignor received any notice of such acquisition or requisition so far.
- d) the Assignor has obtained due consent of both the Owner and the Builder for the purpose of transferring and assigning all his right title and interest of the Assignor in the said Unit and in the said Original Agreement dated 18.6.1987.

5. The owner hereby specifically confirms having accorded its consent to such assignment in favour of the Nominee.

6. The Nominee has agreed to be nominated as the Nominee of the Assignor in place and stead of the Assignor in the said Original Agreement dated 18.6.1987 and has also agreed to acquire the right title and interest of the Assignor under the said Original Agreement at and for a consideration of Rs.3,73,100/-

7. The Assignor DOTH hereby nominate the Nominee in his place and stead and transfer and assign all his right, title, interest benefit and advantage of contract under the said Original Agreement unto and in favour of the Nominee.

 Mr. Madhu Singhania

8. It is hereby agreed by and between the Assignor and the Nominee as follows :

- a) That by virtue of this agreement the Nominee is deemed to have been substituted in the place and stead of the Assignor in the said Original Agreement dated 18.6.1987 as if the Nominee is a party to the said Original Agreement.
- b) That Assignor has already put the Nominee in possession of the said Unit with effect from and the Nominee shall be entitled to hold and enjoy the same without any interruption or hindrances whatsoever either from the Assignor or any one claiming on his behalf.

9. The Assignor doth hereby further covenant with the Nominee as follows :

- a) To sign and execute such other papers and documents and do all other acts deeds and things as may be reasonably required of him by the Nominee either now or on a future date.
- b) To cause the name of the Nominee to be nominated as the Nominee to acquire the right in the said Unit No.3A in place and stead of the Assignor and to cause the formal Deed of Conveyance to be executed by the Owner in favour of the Nominee it being expressly agreed and understood that no further consent of the Assignor shall be required or needed for the execution of the Deed of Conveyance by the Owner in favour of the Nominee, it being further expressly understood that the consideration for the execution of the Deed of Conveyance shall be the amount mentioned in the said Original Agreement dated 18.6.1987.
- c) The Assignor or any one claiming under or in trust for them shall not interfere or obstruct the peaceful possession and enjoyment of the said Unit by the Nominee or any person claiming through or under him.

10. The Nominee hereby covenants with the Assignor, the Builder and the Owner as follows :

- a) to observe and fulfil all the terms and conditions contained in the said Original Agreement excepting those already fulfilled and observed.

Res HL Madhu Singhania
Res

b) to observe and perform all the terms and conditions which may be made applicable to the said Unit of the said Building No.2A, Shakespeare Sarani, Calcutta 700 071.

11. All Municipal taxes and/or any other rates taxes and impositions payable in respect of the said Unit and/or relating to the said Unit upto ~~30.06.1980~~ ^{31.12.1989} including airconditioning charges, maintenance and electrical charges shall be paid borne and discharged by the Assignor and after the said date of ~~30.06.1980~~ ^{31.12.1989} the Nominee shall regularly and punctually make payment of the same to the owner or builder and later on to Building Association if formed and the parties hereby agree to indemnify and keep each other indemnified against all suits proceedings claims and costs charges and expenses in respect thereof.

12. In the event of any disputes or differences, if any, ~~arising~~ arising between the parties hereto regarding the interpretation or construction of any of the terms and conditions herein contained or touching these presents or the determination of any liability shall be referred to the sole arbitration of Sri S.K.Chatterjee, Solicitor and Advocate of No.6, Old Post Office Street, Calcutta -1 or any other person or persons mutually agreed upon by and between the parties and appointed for the purpose and the same shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act, 1940 or any statutory enactment or modification thereunder.

THE SCHEDULE 'A' ABOVE REFERRED TO.

ALL THAT space on the 3rd floor of Premises No.2A, Shakespeare Sarani, Calcutta, known as 'VICTORIA PLAZA' being Unit No.3A, having an undivided super built area of 50% of 1148 sq.ft. of super built area inclusive of proportionate area of common use, more or less delineated in the plan annexed hereto and thereon shown in Red Border and butted and bounded as under:-

On the East : Natraj Building, Embassy Building.
On the West : Lift of Unit No.3H
On the North : Part of Premises No.2A & Theatre Road
On the South : Unit 3B

at *MP* Madhu Singhania
MP

.....7/

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

SIGNED, SEALED AND DELIVERED
by the ASSIGNOR at Calcutta
in the presence of :

Madhu Singhania

Pawan Kumar Choudhary
4 Rai Kirti Bhua Tagore St
Cal-7

For THE ALLIED MERCANTILE ENTERPRISES LTD.
[Signature]
Director.

SIGNED, SEALED AND DELIVERED
by the OWNER at Calcutta in
the presence of :

[Signature]
Pawan Kumar Choudhary
1 Murali Sadashiv Dinkar
Cal-7.

For Metropolitan Construction
[Signature]
Director

SIGNED, SEALED AND DELIVERED
by the BUILDER at Calcutta
in the presence of :

[Signature]
Pawan Kumar Choudhary

SIGNED, SEALED AND DELIVERED
by the NOMINEE at Calcutta
in the presence of :

Shri Kumar Aggarwal
2A Theatre Road
Calcutta

For USHA MARTIN INDUSTRIES LTD.

[Signature]
Executive Director
& Secretary



THIS AGREEMENT made this 18th day of January 1990 BETWEEN Kamal Kumer Khaitan of GA, Madan Mohan Tolle Street, Calcutta hereinafter referred to as "THE ASSIGNOR" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors and assigns) of the FIRST PART; THE ALLIED MERCANTILE AGENCIES LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at present at No. 2A, Shakespeare Sarani, Calcutta, hereinafter referred to as "THE OWNER" (which expression shall unless excluded by or repugnant to the context include its successor or successors and assigns) of the SECOND PART: MESSRS METROPOLITAN CONSTRUCTIONS, a partnership firm having its office at No. 2A, Shakespeare Sarani, Calcutta, hereinafter referred to as "The BUILDER" (which expression shall unless excluded by or repugnant to the context include the partners for the time being of the said firm their respective heirs, executors, administrators, legal representatives and assigns of the THIRD PART

(2)

AND MESSRS USHA MARTIN INDUSTRIES LIMITED, 14, Princep Street, Calcutta-700072 hereinafter referred to as "the NOMINEE" or Assignee of the First Part which expression shall unless excluded by or repugnant to the context include its successor or successors and assigns of the FOURTH PART.

WHEREAS

A. The Owner is the Owner of premises No. 2A, Shakespeare Sarani, Calcutta.

B. By an Agreement dated 18.6.1987 executed by and between the Owner, the Builder and the purchaser hereinafter referred to as the "said original Agreement" the purchaser now assignor agreed to purchase from the Owner 50% undivided share in a space measuring 1148 sq. ft. of super built up area and engaged the Builder to construct an office Unit on the said space measuring 50% undivided share in a space measuring 1148 Sq. ft. of super built up area being Unit No. 3A on the Third floor of the proposed multi-storied building at the said premises No. 2A, Shakespeare Sarani, Calcutta more fully and particularly described in the Schedule "A" therein as also in Schedule "A" hereunder and agreed to pay to the Owner for the purchase of the said space measuring 50% undivided share of 1148 Sq. ft. for a total sum of Rs. 1,23,410/- (Rupees One Lac twentythree thousand four hundred ten only) and Rs. 1,37,760/- (Rupees One Lac thirtyseven thousand seven hundred sixty only) to the builder on the terms and covenants contained in the said Original Agreement dated 18.6.87 amongst the Owner, Builder and Purchaser.

Handwritten signatures:
RE
PM
Jey

.....3

C. Pursuant to the said original Agreement the Assignor has paid full consideration money payable to both the Owner and the Builder respectively towards (i) cost of the space or proportionate share in land and (ii) cost of construction of the said Unit No.'3A' and after completion of construction of the said Unit No.'3A' the Assignor has been put into possession thereof.

D. The said original Agreement dated 18.6.87 entered into by and between the Owner, the Builder and the Assignor is in full force and effect and is valid, subsisting and binding on the parties.

E. The Assignor is now in peaceful and uninterrupted possession and enjoyment of the said office space being Unit No. 3A on the Third floor of the said premises No. 2A, Shakespeare Sarani, Calcutta-700071 as the sole and absolute Owner thereof with the right power and authority subject of course to the approval of the Owner to call transfer assign his interest in the said office Unit 3A and/or to nominate any other person as his Nominee for acquiring the said Unit and obtaining a Conveyance or other Deeds or Documents from the Owner and also the Builder and have the same registered in its own name or in the name of its Nominee.

F. No formal Deed of Conveyance in respect of the said office Unit has yet been executed or registered in favour of the Assignor.

G. The said Office Unit is free from all encumbrances and liabilities whatsoever and no other person has any right, title, claim or interest whatsoever therein or any part thereof.

H. The Assignor has subject to consent of the Owner and the Builder has agreed to assign in favour of the Nominee his right, title and interest acquired as per said Original Agreement dated 18.6.07 and to nominate the Nominee in his place and put stand and the Nominee has accepted such assignment made by the Assignor in favour of the Nominee.

Handwritten signatures and initials:
A signature that appears to be "R" or "R." followed by a signature that appears to be "B" or "B." and another signature that appears to be "K" or "K." below them.

and to obtain the formal Deed of Conveyance in respect of the said Unit No. '3A' from the Owners in due course of time and on the terms of the said original Agreement dated 18.6.87 and the Owner and the Builder being satisfied of the submission and explanation made to them have accorded their consent to such arrangement by and between the Assignor and the Nominee on the terms and conditions herein contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. The Assignor has duly made payment of all the money/ies payable under the said Original Agreement dated 18.6.87.

2. The Assignor has absolute right power and Attorney as provided in the said Original Agreement relating to the said Unit No. 3A on the third floor of premises No. 2A, Shaktispears Sarani, Calcutta-71 together with the proportionate indivisible but variable share in the land whereof or on part whereof the said building is erected and built as also the right to use and enjoy in common facilities with other Owners and occupants of other office Units in the said building the staircase, landings, passages, drive-ways, electric lines, central air-conditioning systems, water supply, water reservoirs, common yards, area, facilities and all easements and appurtenances relating thereto and all other rights and interest of the Assignor mentioned in the said original Agreement.

3. In part performance of the aforesaid Agreement the Assignor has duly put the Nominee in vacant and peaceful possession of the said office Unit and the Nominee shall henceforth be entitled to remain in possession, occupation and enjoyment thereof without any obstruction, objection, claim or demand whatsoever by or on behalf of the Assignor or the Owner or the Builder or any other person claiming through or on behalf of or under the said Assignor or the Owner or the Builder. And the builder shall issue a possession letter to the assignee directly under intimation to us confirming the assignees its peaceful possession.

Handwritten signatures and initials:
 R. R.
 R. R.
 R. R.

(5)

4. The Assignor hereby undertakes that -

a) the said Unit is free from all encumbrances, charges, liens, dispondens, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.

b) there is no default or breach on the part of the Assignor of any of the terms and conditions contained in the said Original Agreement dated 18.6.87.

c) the said Unit has not been subjected to any acquisition or requisition proceedings nor has the Assignor received any notice of such acquisition or requisition so far.

d) the Assignor has obtained due consent of both the Owner and the Builder for the purpose of transferring and assigning all his right title and interest of the assignor in the said Unit and in the said Original Agreement dated 18.6.1987.

5. The owner hereby specifically confirms having accorded its consent to such assignment in favour of the Nominee.

6. The Nominee has agreed to be nominated as the Nominee of the Assignor in place and stead of the Assignor in the said Original Agreement dated 18.6.1987 and has also agreed to acquire the right title and interest of the Assignor under the said Original Agreement at and for a consideration of Rs. 3,73,100/- (Rupees Three Lac seventy three thousand one hundred only).

7. The Assignor BITH hereby nominate the Nominee in his place and stead and transfer and assign all his right, title, interest, benefit and advantage of contract under the said Original Agreement unto and in favour of the Nominee.

8. It is hereby agreed by and between the Assignor and the Nominee as follows:-

Asst. AL
Per
Asst.

(6)

a) That by virtue of this agreement the Nominee is deemed to have been substituted in the place and stead of the Assignor in the said Original Agreement dated 18.6.1987 as if the Nominee is a party to the said Original Agreement.

b) The Assignor has already put the Nominee in possession of the said Unit with effect from and the Nominee shall be entitled to hold and enjoy the same without any interruption or hindrances whatsoever either from the Assignor or any one claiming on his behalf.

9. The Assignor doth hereby further covenant with the Nominee as follows:-

a) To sign and execute such other papers and documents and do all other acts deeds and things as may be reasonably required of him by the Nominee either now or on a future date.

b) To cause the name of the Nominee to be nominated as the Nominee to acquire the right in the said Unit No. '3A' in place and stead of the Assignor and to cause the formal Deed of Conveyance to be executed by the Owner in favour of the Nominee it being expressly agreed and understood that no further consent of the Assignor shall be required or needed for the execution of the Deed of Conveyance by the Owner in favour of the Nominee, it being further expressly understood that the consideration for the execution of the Deed of Conveyance shall be the amount mentioned in the said Original Agreement dated 18.6.1987.

c) The Assignor or any one claiming under or in trust for them shall not interfere or obstruct the peaceful possession and enjoyment of the said Unit by the Nominee or any person claiming through or under him.

10. The Nominee hereby covenants with the Assignor, the Builder and the Owner as follows:-

a) to observe and fulfil all the terms and conditions contained in the said Original Agreement excepting those already fulfilled and observed.


The
K.M.

b) to observe and perform all the terms and conditions which may be made applicable to the said Unit of the said Building No.2A, Shakespeare Sarani, Calcutta-71.

11. All Municipal taxes and/or any other rates taxes and impositions payable in respect of the said Unit and/or relating to the said Unit upto **31.12.1989** including air-conditioning charges, maintenance and electrical charges shall be paid home and discharged by the Assignor and after the said date of **31.12.1989** the Nominee shall regularly and punctually make payment of the same to the owner or builder and later on to Building Association if formed and the parties hereby agree to indemnify and keep each other indemnified against all suits proceedings claims and costs charges and expenses in respect thereof.

12. In the event of any disputes or differences, if any, arising between the parties hereto regarding the interpretation or construction of any of the terms and conditions herein contained or touching these presents or the determination of any liability shall be referred to the sole arbitration of Shri S.K. Chatterjee, Solicitor and Advocate of No.6, Old Post Office Street, Calcutta-1 or any other person or persons mutually agreed upon by and between the parties and appointed for the purpose and the same shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act, 1940 or any statutory enactment or modification thereunder.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT space on the 3rd floor of Premises No.2A, Shakespeare Sarani, Calcutta known as "VICTORIA PLAZA" being Unit No.3A having a undivided super built area of 50% of 1145 Sq.ft. of super built area inclusive of proportionate area of common use, more or less delineated in the Plan annexed hereto and thereon shown in Red

RE
RE
BR
Kew

(8)

Border and butted and bounded as under:-

| | |
|--------------|--|
| On the East | :Natraj Building, Embassy Building |
| On the West | :Lift & Unit No.3H |
| On the North | :Part of Premises No.2A & Theatre Road |
| On the South | :Unit No.3D |

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

SIGNED, SEALED AND DELIVERED
by the ASSISTANT at Calcutta
in the presence of:

Pawan Kumar Choudhary
4 Kailash Chandra Tagore St.
Cal-7.

Kamal Kumar Choudhary

SIGNED, SEALED AND DELIVERED
by the OWNER at Calcutta in
the presence of:

Edward Boman Samadani
1, Munshi Sadaruddin Khan
Calcutta-7.

for THE ALLIED MERCANTILE AGENCIES LTD.
Abdus Salam
Director.

SIGNED, SEALED AND DELIVERED
by the BUILDER at Calcutta in
the presence of:

Edward Boman Samadani

For Metropolitan Construction

Pranlal
Partner

SIGNED, SEALED AND DELIVERED
by the NOMINEE at Calcutta
in the presence of:

For USHA MARTIN INDUSTRIES LTD.

Pranlal
Executive Director
& Secretary



THIS INDENTURE made this 17th day of September 1990 BETWEEN THE ALLIED
MERCANTILE AGENCIES LTD., a Company incorporated under the Indian Companies
Act, 1913 and having its registered office at No.2A, Shakespeare Sarani, Calcutta-71
hereinafter referred to as the VENDOR (which expression shall unless excluded
by or repugnant to the subject or context mean and include its successor or succe-
ssors in office/interest and assigns) of the FIRST PART AND THE HON'BLE. SRI
MARTIN INDUSTRIES LTD. having its registered office
at No 14, Princep Street, Calcutta-700046.

Contd . . . 2

a Company incorporated under the Companies Act, 1956 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in office/interest and assigns) of the SECOND PART AND M/S. METROPOLITAN CONSTRUCTIONS, a partnership firm represented by its partners (1) Sri Fulchand Bindal, (2) Sri Biharilal Agarwal, (3) Sri Dilip Kumar Jalan, (4) Sri Sanjay Kumar Tekriwal, (5) Sri Shankar Kumar Tekriwal Karta of Shankar Kumar Siddharth Kumar H.U.F. and (6) Sri Bijay Kumar Tekriwal Karta of Bijay Kumar Vikram Kumar H.U.F. having its office presently at 2A, Shakespeare Sarani, Calcutta - 71 and hereinafter referred to as "the BUILDER" (which expression shall unless excluded by or repugnant to the subject or context mean and include the partners for the time being constituted in the said firm and their respective heirs, executors, successors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS one Shree Jagmohan Prasad Goenka and Others who constituted an undivided joint Hindu Mitakshare family of which Shree Jagmohan Prasad Goenka was the Karta jointly owned fully seized, possessed of and otherwise well and sufficiently entitled to ALL THAT the messuage tenement, land hereditament and premises No. 2A, Theatre Road (Now renamed as Shakespeare Sarani) in the South Division of the town of Calcutta as an indefeasible estate of inheritance in fee simple in possession free from all encumbrances and liabilities whatsoever ;

AND WHEREAS by an Indenture of conveyance dated 26th October, 1970 and registered in the office of the Registrar of Assurances, Calcutta in Book-1, Volume 165, Pages 175 to 182, Being No. 4599 for the year 1970, the said Jagmohan Prasad Goenka and others for the consideration therein mentioned sold transferred and conveyed to the Vendor ALL THAT the premises No. 2A, Theatre Road (since renamed as Shakespeare Sarani) in the South Division of the town of Calcutta fully and particularly described in the schedule to the said Indenture ;

AND WHEREAS in view of the said purchase the Vendor herein has become the sole and absolute owner of the said premises No. 2A, Shakespeare Sarani, Calcutta-71;

AND WHEREAS the Vendor has since made a scheme for construction of a multistoreyed mercantile-cum-office building on the land of the said premises No. 2A, Shakespeare Sarani, in the town of Calcutta interalia consisting of several independent and distinct commercial Units in the said multistoreyed building ;

AND WHEREAS in order to give effect to the said scheme the Vendor has engaged and appointed a competent Engineer and Architect Shri S.N. Agarwal of M/s. Agarwal & Associates of No. 35^A Jawaharlal Nehru Road, Calcutta to prepare a plan for construction of the said multistoreyed building;

AND WHEREAS pursuant to the instructions and directions of the VENDOR the said Architect Shri S.N. Agarwal duly prepared a plan for construction of a multistoreyed office-building on the South West portion of the said premises No. 2A, Shakespeare Sarani, in the town of Calcutta and submitted the same to the Calcutta Municipal Corporation for its approval and sanction which was duly sanctioned and approved by the said Calcutta Municipal Corporation vide its sanction No. 31(B-7) of 1985;

AND WHEREAS the said Architect under instructions of the Vendor further submitted to the Calcutta Municipal Corporation a revised plan ^{inter alia} proposing to convert the ground floor and first floor of the said premises from office to Show-rooms which was also subsequently sanctioned and approved by the said Calcutta Municipal Corporation vide its sanction No. 88(B-7) dated 30.10.1987;

AND WHEREAS (1) *In Kamal Kumar Khastan son of In Warsing Prasad Khastan of 6A, Madan Mohanlal Street, Calcutta and (2) Smt. Madhu Singhania wife of In Arun Kumar Singhania of V-47, Rajori Garden, New Delhi,*

hereinafter ^{jointly} referred to as the original purchasers after being satisfied with the Title of the Vendor and the Vendor's scheme entered into an agreement dated 18.6.87 ~~§ 18.6.87~~ with the Vendor therein referred to as the owner and the Builder ~~respectively~~ to acquire the right to purchase the space and/or the land attributable to Unit No. 3A ^{altogether} measuring a super built area of 1148 sq.ft. on the 3rd floor at 2A, Shakespeare Sarani Calcutta - 71 and to acquire the right to construct a self contained office thereon in accordance with the sanctioned plan and the scheme at ~~his/her/its~~ their own cost and expenses through the agency of the Builder nominated and appointed by the Vendor in such manner so that the original purchaser and or ~~his/her/its~~ their Nominee or Nominees get full right of the said Unit upto one-and-a-half inch of the ceiling but the roof of the said Unit remains the property of the Vendor absolutely.

AND WHEREAS the Purchaser herein has by virtue of an agreement of assignment dated ~~made~~ made between the Purchaser (therein referred to as the Nominee) and the said original Purchaser the said *In Kamal Kumar Khastan and Smt. Madhu Singhania* (therein referred to as the Assignor) and Others acquired the right to be regarded as Purchaser of the said Unit No. 3A in place and stead of the said *In Kamal Kumar Khastan & Smt. Madhu Singhania* and has made himself/itself fully satisfied with the Title of the Vendor after having perused the original Indenture of Conveyance dated 28.10.70 and the sanctioned plans and the scheme; on the same terms as were applicable to the said *In Kamal Kumar Khastan and Smt. Madhu Singhania* under the aforementioned agreement for sale dated 18.6.87.

AND WHEREAS in order to secure sixteen annas right and interest in the said Unit No. 3A measuring ^{super built} area of 1148 sq. ft. on the 3rd floor of the said Premises No. 2A, Shakespeare Sarani, which the Purchaser intends to acquire, the Purchaser has approached the said The Allied Mercantile Agencies Ltd., the Vendors herein, to sell and convey All their right title and interest in upon and In respect of undivided indivisible proportionate but variable share in the land and space attributable to the said unit and hereinafter referred to as "the said undivided share" so that the Purchaser may become the full and absolute owner of the said Unit No. 3A on the 3rd floor of the said premises No. 2A, Shakespeare Sarani, Calcutta more fully and particularly described in the Schedule 'A' hereunder written;

AND WHEREAS the Vendor has since nominated and appointed M/s. Metropolitan Constructions of No. 2A, Shakespeare Sarani, Calcutta - 71 herein referred to as the Builder of the Third Part for construction of the multistoreyed building on the land on the South West Portion of the said premises no. 2A, Shakespeare Sarani, in the town of Calcutta in accordance with the said sanctioned plans;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase All the right title and interest of the Vendor in upon and in respect of the undivided indivisible proportionate share in the land attributable to the said Unit No. 3-A constructed by the builder measuring an ^{approx} area of 1148 Square feet on the 3rd floor at premises No. 2A, Shakespeare Sarani, Calcutta and more fully and particularly mentioned and described in the Schedule 'A' hereunder written and shown in red ink in the plan annexed hereto on the terms conditions and covenants herein contained;

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement and in consideration of the sum of Rs. 246820/- (Rupees Two lakhs forty six thousand eight hundred twenty only of the lawfull money of the Union of India well and truly paid by the purchaser to the Vendor at or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and for ever discharge the said premises and the purchaser) the Vendor DOTH hereby indivisibly grant, convey, transfer sell, assure and assign unto the Purchaser All their right, title and interest in upon and in respect of undivided, indivisible, proportionate shares or interest in the land and space attributable to the Unit No. 3A measuring an area of 1148 Square feet on the 3rd floor at premises No. 2A, Shakespeare Sarani, Calcutta more fully and particularly described in the Schedule 'A' hereunder written and shown in red ink in the plan annexed hereto together with demarcated space in the basement or on the open space on the ground floor for parking one motor car Indian make alongwith other co-owners free from all encumbrances charges claims demands liabilities attachments whatsoever TOGETHER WITH proportionate share in all common areas and facilities with owners/occupiers of the other portions of the same building in respect of the stairs, lifts, sewers, drains, ways, paths, passages, ground, water, watercourse, fixtures AND all manner of former and other rights liberties privileges easements and benefits whatsoever to the said land hereditaments and premises belonging to or in anywise appurtenant thereto or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto AND the reversion/reversions or remainder or remainders and the rents issues and profits thereof AND all the estate right title and beneficial interest into or upon the said premises and every part thereof and all documents and muniments and writings and other evidence of title which exclusively relate to the said premises or any part thereof and which now were or herebefore was or may be in the custody power or possession of any person from whom can procure the same without action or suit TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser absolutely and forever as and for an indefeasible title of inheritance in fee simple in possession free from all encumbrances charges claims, demands liabilities and attachments whatsoever but nevertheless subject to the terms conditions, covenants and stipulations mentioned in Schedule 'B' hereunder written.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

i) That the vendor has good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said premises hereby granted sold transferred assigned and assured or expressed or intended so to be free from all encumbrances and liabilities whatsoever in manner aforesaid according to the true intent and meaning of these presents.

ii) And that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said premises hereby granted sold and conveyed and receive and take the rent issues and profits thereof and every part thereof without any suit hindrance or interference from the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for the Vendor.

iii) And that the Vendor shall make the said property free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise release the said property by and at the cost and expenses of the Vendor and keep the said property sufficiently saved defended harmless and indemnified of and from and against all and all manner of estates mortgages charges liens dispendens claims demands attachments debts liabilities and encumbrances whatsoever.

iv) And further they the Vendor and all the other persons having or lawfully or equitably claiming any estate right title interest property claim or demand whatsoever into or upon the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor and/or they and each of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly effectively and satisfactorily granting transferring and assuring the said premises and every part thereof unto and to the use of Purchaser in manner aforesaid as shall and may be reasonably required.

3. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR that he/she/they/it shall observe, perform and abide by the terms, conditions, covenants and stipulations mentioned in the Schedule 'B' hereunder written.

4. The Builder has joined in this Indenture as a confirming party to confirm the recitals and the transfer under these presents.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT undivided, indivisible, proportionate share, right, title, interest of the Vendor in the land attributable to Unit No. 3-A on the 3rd floor of the building constructed on the South-West portion of the premises No.2A, Shakespeare Sarani, Calcutta - 700 071, being Unit No. 3-A having a super-built area of 1148 sq.ft inclusive of proportionate area of common use butted and bounded and delineated in the plan annexed hereto :

- On the North : *by open space of the premises,*
- On the East : *by open space of the premises,*
- On the South : *by unit no. 3-B on the 3rd floor of the building and*
- On the West : *by electric switch room and lift-well.*

THE SCHEDULE 'B' ABOVE REFERRED TO

- a) The Purchaser shall fully co-operate with and contribute to the formation of a Society or Association of the Purchasers/Occupiers, in whom shall vest the administration of the entire building and shall abide by the rules and regulations framed and directions given by such Society or Association from time to time. Pending formation of such Society or Association the direction and or the decision of the Vendor in such matters as also in regard to maintenance of the said building shall be binding on the Purchaser.
- b) The Purchaser shall be solely liable and responsible for repairs and maintenance of the Unit Purchased and acquired by him/her/it/them at his/her/its/their own costs and expenses.
- c) The Purchaser shall bear and contribute to the proportionate air-conditioning charges for air-conditioning of Purchaser's Unit No. 3-A through the Centrally Air-conditioned System installed at the said building.
- d) The Purchaser shall be solely liable and responsible for payment of municipal rates and taxes and Government dues and taxes and all other outgoings payable in respect of the unit purchased and acquired by him/her/it/them.

- e) In case the Vendor &/or any one else are assessed for payment to tax or dues payable in respect of the building or part thereof for any period subsequent to the date of delivery of possession of the Unit concerned by the Vendor to the Purchaser, the Purchaser shall bear and pay the apportioned share thereof as may be apportioned by the Vendor.
- f) The Purchaser shall use the Unit purchased and acquired by him^{it} solely for office purpose and for no other purpose.
- g) The Purchaser shall punctually pay in every month the maintenance charges as may be levied and payable in respect of his/her/its share for the Unit and the electricity charges for consumption of electricity in his/her/its unit. The supply of electricity and water shall be liable for disconnection in case of non-payment of either the maintenance charges or the electricity charges.
- h) The Purchaser shall have the right of access and use of the approach ways/passages/paths leading to the building in which the Purchaser's Unit situates from the Chowringhee Road entrance only and the Vendor will be at liberty to blockade and/or close the paths/passages/approachways to the said building from Theatre Road Side and in such event the Purchaser shall have no right or claim to raise any objection whatsoever in that regard.
- i) The Purchaser shall not -
- i) In any way interfere or cause to interfere with any building, rebuilding or repairing work and/or any further or additional construction work that may be undertaken by the Vendor as Owner of the said premises in accordance with his^{it} Scheme or the Plan to be sanctioned by Calcutta Municipal Corporation.
 - ii) decorate or cause to decorate the exterior of his/her^{it} unit in any manner or fix grill or fixture of any design other than the approved design or disturb the colour matching or any other decoration.
 - iii) claim or exercise any right over the main roof of the building.
 - iv) store any inflammable combustible, obnoxious or objectionable goods or things with the exception of cooking gas in the unit purchased and acquired by him/her/it/them.
 - v) create or cause any nuisance, annoyance inconvenience or disturbance to the owners and occupiers of other units and portions of the said premises.

vi) throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in ~~his/her~~^{its} unit/apartment or throw or keep in the compound or any portion of the said building except in the place provided therefor.

vii) use his/her unit for any illegal or immoral purpose or convert the same into a place of worship.

viii) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other units of the building from peaceful enjoyment of their respective units.

ix) demolish or cause or allow to be demolished ~~his/her~~^{its} unit or any part thereof.

x) claim any right whatsoever in any part of the building and/or the premises save what has been expressly granted in ~~his~~^{its} favour in the Schedule 'A' hereto.

xi) keep or store any goods or articles on the stairs or passages or in any way obstruct the use and enjoyment of the stairs, passages and lifts by the owners and occupiers of the other flats and apartments of the said building.

xiii) allow his or her servants and/or agents to stay in the lobby or passages of the building of the premises.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the VENDOR at Calcutta in
the presence of :

SIGNED SEALED AND DELIVERED
by the PURCHASER at Calcutta
in the presence of :

SIGNED SEALED AND DELIVERED
by the BUILDER at Calcutta
in the presence of :

Schedule - 'A'

Only a portions of the same property as under : -

| <u>Unit No.</u> | | <u>Area</u> <u>(Super built)</u> | | <u>Value</u> |
|-----------------|---|-------------------------------------|---|--------------|
| 5F | - | 858 Sq. ft. | - | 1,84,470.00 |
| 2C | - | 944 " " | - | 2,02,960.00 |
| 2G | - | 320 " " | - | 68,800.00 |
| 2H | - | 320 " " | - | 68,800.00 |
| 2I | - | 320 " " | - | 68,800.00 |
| 2J | - | 320 " " | - | 68,800.00 |
| 2K | - | 320 " " | - | 68,800.00 |
| 2L | - | 320 " " | - | 68,800.00 |
| 2M | - | 320 " " | - | 68,800.00 |
| 2N | - | 320 " " | - | 68,800.00 |
| 5A | - | 1401 " " | - | 3,01,215.00 |
| 5B | - | 1399 " " | - | 3,00,785.00 |
| 5C | - | 1401 " " | - | 3,01,215.00 |
| 5D | - | 1400 " " | - | 3,01,000.00 |
| 5E | - | 1399 " " | - | 3,00,785.00 |

- - - -

THE ALLIED MERCANTILE AGENCIES LTD.

Religione
Director

"Form No. 34A"

(See rule 44A)

Application for a Certificate under section 230A-II of the Income-Tax Act, 1961

To

The Income-Tax Officer,

Sir,

A.C. Company Circle 5(5) Calcutta.

I request that a certificate under sub-section (i) of section 230A of the Income-Tax Act, 1961 be granted to me. I give below the necessary Particulars.

1. Full Name and address of applicant (in block letters) AGENCIES LTD., 21, SHAH ALI, CALCUTTA - 71.

2. Status (whether Individual H. U. F. etc.) Company

3. Name of father or husband (To be filled in the applicant is an individual) not applicable

4. (i) In case any assessment has been made on the applicant under the Indian Income-Tax Act, 1922/Income-Tax Act, 1961 / Wealth-Tax Act 1957 / Expenditure-Tax Act, 1957 / Gift-Tax Act, 1958 name of Income-Tax Circle/Ward/District in which such assessment in respect of the latest year was made A.C. Company Circle 5(5) Calcutta

(ii) If an assessment has been made as stated above whether a return has been submitted under any of the said Acts for any year and if so, the amount of Income/Wealth/Expenditure/Gift returned for each such year and the Circle/Ward/District where such return has been filed not applicable

5. (i) Names and addresses of all firms or association of persons or body of individuals in which applicant is a partner or member and the Income-Tax Circle/Ward/District in which each such firm or association of persons or body of individuals is assessed to tax.

(ii) Names and addresses of all Private Limited Companies in which applicant is or has been Director at any time after 1st April, 1962 and the Circle/Ward/District in which such company is assessed to tax.

6. Particulars of existing tax liability as on the date of the applications under :

| | C. A. P. / Asst. Year | Amount Rs. |
|--|--------------------------|-----------------------|
| (i) the Excess Profit Tax Act, 1940 | | |
| (ii) the Business Profit Tax Act, 1947 | | |
| (iii) the Indian Income-Tax Act, 1922 | | |
| (iv) the Income-Tax Act, 1961 | | <u>not applicable</u> |
| (v) the Wealth-Tax Act, 1957 | | |
| (vi) the Expenditure-Tax Act, 1957 | | |
| (vii) the Gift-Tax Act, 1958 | | |

(If there is no existing liability against the application on the date of the application under any one of the aforesaid Acts, this shall be indicated by writing "Nil" against the name of the relevant / ct.

7. (i) Nature of the document i. e. whether a deed of sale, gift settlement lease etc. Proposed to be registered. conveyance

(ii) Nature of applicant's right, title or interest to or in the property purported to be transferred, assigned, limited or extinguished whole

8. (i) In transfer or is not the beneficial owner of or has not beneficial right or interest in the property proposed to be transferred, the name(s) and address(es) of the beneficial owner / owners not applicable

(ii) In case the property is held by the applicant as a trustee, agent, guardian or in any other capacity on behalf of any person or persons, the name(s) address(es) of such other person/persons not applicable

Forms Available for sale at: THE BOOK CORNER 3, Mangla Lane, Cal-1 Phone : 28-4698 N.P.W.

9. In case where the applicant is a trustee, the particulars of all existing tax, liabilities, if any, of the beneficiary/ies of the trust as on the date of application, under not applicable
(To be filled in only if the beneficiary/ies is/are chargeable to tax)

| | C. A. P. / Asst. Year | Amount Rs. |
|--|--------------------------|---------------|
| (i) the Excess Profit Tax Act, 1940 | | |
| (ii) the Business Profit-Tax Act, 1947 | | |
| (iii) the Indian Income-Tax Act, 1922 | | |
| (iv) the Income-Tax Act, 1961 | | N.A. |
| (v) the Wealth-Tax Act, 1957 | | |
| (vi) the Expenditure-Tax Act, 1957 | | |
| (vii) the Gift-Tax Act, 1958 | | |

(Particulars would be given in a separate sheet if there is more than one such beneficiary)

10. Date on which the right title or interest to or in the property concerned was acquired 28th October, 1970.
11. Cost of acquisition of the property. If the property was constructed by the applicant, cost of acquisition of the land and cost of construction The entire land property was purchased at a total consideration money of Rs. 2,80,000/-
12. Particulars of source or sources from which the cost of acquisition or construction, was made
13. If the property or part thereof was acquired under any of the following modes of acquisition, the particular mode acquisition applicable to the applicant should be indicated.
(i) on any distribution of assets on the total or partial partition of a Hindu undivided family, N.A.
under a gift or will N.A.
(a) by succession inheritance of devolution, or N.A.
(b) on any distribution of assets on the dissolution of a firm, body of individuals or other association of persons or N.A.
(c) on any distribution of assets on the liquidation of a company or N.A.
(d) under a transfer to a revocable or an irrevocable trust, or N.A.
(e) any other mode not covered by the above Purchased under the conveyance M/s. Usha Martin Industries Ltd. 14, Princep Street, Calcutta-72.
14. Name and address of the transferee, assignee etc. Unit No. 3A, Super built area-1148 sq. ft.
15. (a) Full value of the consideration for which the property or the right, title or interest to or in the property is purported to be transferred only a portion of property is purported to be transferred at Rs. 246820/-
(b) if the transfer is to be without consideration, the value for purposes of stamp duty.
16. Particulars of the property, i.e. its nature, extent location, area, etc. Unit No. 3A, Super built area-1148 sq. ft.
17. Designation and address of the registering officer to whom the document has been will be presented for registration Registrar of Assurances, Calcutta
I declare that to the best of my knowledge and belief the information furnished above is correct complete and is truly stated.
18. In case the applicant has transferred any other property in the financial year the following particulars of such property and details of the transfer Deed Register should be furnished:
(i) Particulars of property i.e. its nature extent location and area As per
(ii) Name and address of transferee or assignee schedule 'A'
(iii) Consideration stated in the instrument of transfer attached
(iv) Dated where the transfer deed was registered and Designation and Address of the registered office.
- I declare that to the best my knowledge and belief, the information furnished above is correct complete and is truly stated.
- Place Calcutta
Date 31.8.1990

Yours faithfully,
(Signature)

for THE ALLIED MERCANTILE AGENCIES LTD

RRR

UJ/CC/01

No. 0652423

THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

MUTATION CERTIFICATE

CASE No.: O/063/03-AUG-13/77604

SUB: Your application for mutation dated 03/08/2013

in respect of

Premises Number: 2A, SHAKESPEARE SARANI
110634802540

Nature of Premise: OFFICE & SHOP. Assessee No.:

To,
Sri/Smt
USHA MARTIN LIMITED

Mailing Address of the Applicant (s):
2A, SHAKESPEARE SARANI
UNIT NO-2F, 2ND FLOOR, KOLKATA-71

700071


Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation
05/08/2013
has been granted in your favour by this department on and her
the person(s) who will be treated as owner(s) / person(s) liable to pay tax in respect of the premises in question
as follows.

USHA MARTIN LIMITED

Dated: 13/08/2013

Yours faithfully


Dy. Assessor-Collector
North/Seah
Kolkata 700 013

4737

THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

MUTATION CERTIFICATE

CASE No.: 0/063/06-JUN-13/75955

SUB: Your application for mutation dated 06/06/2013 in respect of

Premises Number: 2A, SHAKESPEARE SARANI

Assessee No.: 110634002691

Nature of Premise: OFFICE & SHOPS.

To,
Sir/Smt

USHA MARTIN LIMITED

Mailing Address of the Applicant (s):

2A, SHAKESPEARE SARANI
UNIT NO-36, KOLKATA-71

700071

Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation has been granted in your favour by this department on 11/07/2013 and henceforth the person(s) who will be treated as owner(s) / person(s) liable to pay tax in respect of the premises in question is/are as follows.

USHA MARTIN LIMITED

Dated: 16/07/2013

Yours faithfully

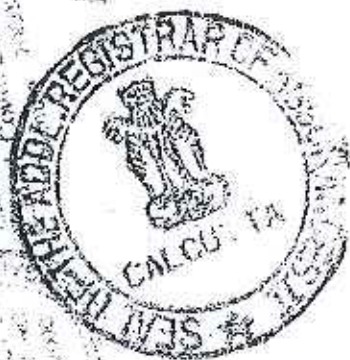
Dy. Assessor-Collector

Dy. Asst. Collector

(North/South)

Kolkata Municipal Corporation

100



for
a number of photos