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admission under Rule 21 duty stamps  
under the Indian Stamped Act-1899  
as also as amended by W. Bengal  
Stamp Amendment Act-1923  
Schedule IA No. 35  
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STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE.  
REGISTRAR of ASSURANCE  
Calcutta, Bengal  
5-9-95

THIS DEED OF ASSIGNMENT made this 14<sup>th</sup> day of August One  
thousand nine hundred and ninety five BETWEEN LEE ROAD  
PROPERTIES PRIVATE LIMITED, a Company incorporated under the  
Companies Act, 1956 having its Registered Office at No.1/1A,  
Upperwood Street, Calcutta hereinafter referred to as the  
"ASSIGNOR" (which expression shall unless excluded by or

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Presented for Registration as 1/20  
the Calcutta Registration Office  
on the twentieth day of Aug 1995

By Lakshmi Narayana Ramesh Narayana  
14.8.95 Vishweswara Iyer and  
Co. Executors

**Department of Insurance**

1) Lakshmi Narayan Bhanu  
Vaidyanathan, Udhagamandalam  
Iyer as Secretary for Nagarajana  
Fertilisers and Chemicals Ltd  
of Nagarajana Hills, Hyderabad  
500482. 2) Rajkeshore Mehta  
as director for Late Ravi Prakash  
Pub. Ltd of 1/1A Upper Wood Street  
Calcutta

1. Levinson's Law -

**Das Manjuma Fertilizers and Chemicals Limited**

**LIVVIER**  
**Secretary**

Savitri Aggarwal advocate  
905 Post office Stn  
Calcutta 700001.

LAKSHMI NARAYANA  
PURAM VAIDYANATHAN  
VISWESWARAN IYER

For & on behalf of  
LEE ROAD PROPERTIES PVT LTD.

**ROAD PROPERTIES**  
Jay Kishore Jodh  
**Director**

(LAT KISHORE Modi)

Identified by me  
Saroj Agarwal  
Advocate

9, Old Post Office Street  
Calcutta - 700001.

Asst. Registrar of Assurances  
Calcutta, N.W.P.

**General Impression of the**  
**Document is**

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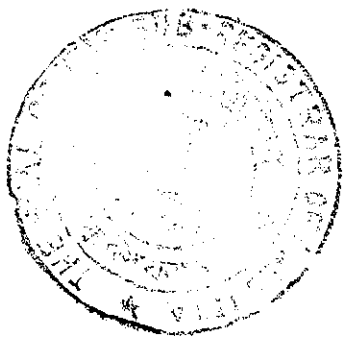
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STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE.

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repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the ONE PART AND NAGARJUNA FERTILIZERS AND CHEMICALS LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered office at Nagarjuna Hills, Hyderabad-500 482 hereinafter referred to as the "ASSIGNEE" (which expression

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**Registrar of Assurances**  
**Calcutta, India**





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CALCUTTA COLLECTORATE.

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shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the OTHER PART.

WHEREAS by an Indenture dated 21st September 1981 made between Pulin Krishna Roy therein referred to as the

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6-14-89  
**REGISTRAR OF ASSURANCES**  
**SALENTO, NO. 1**

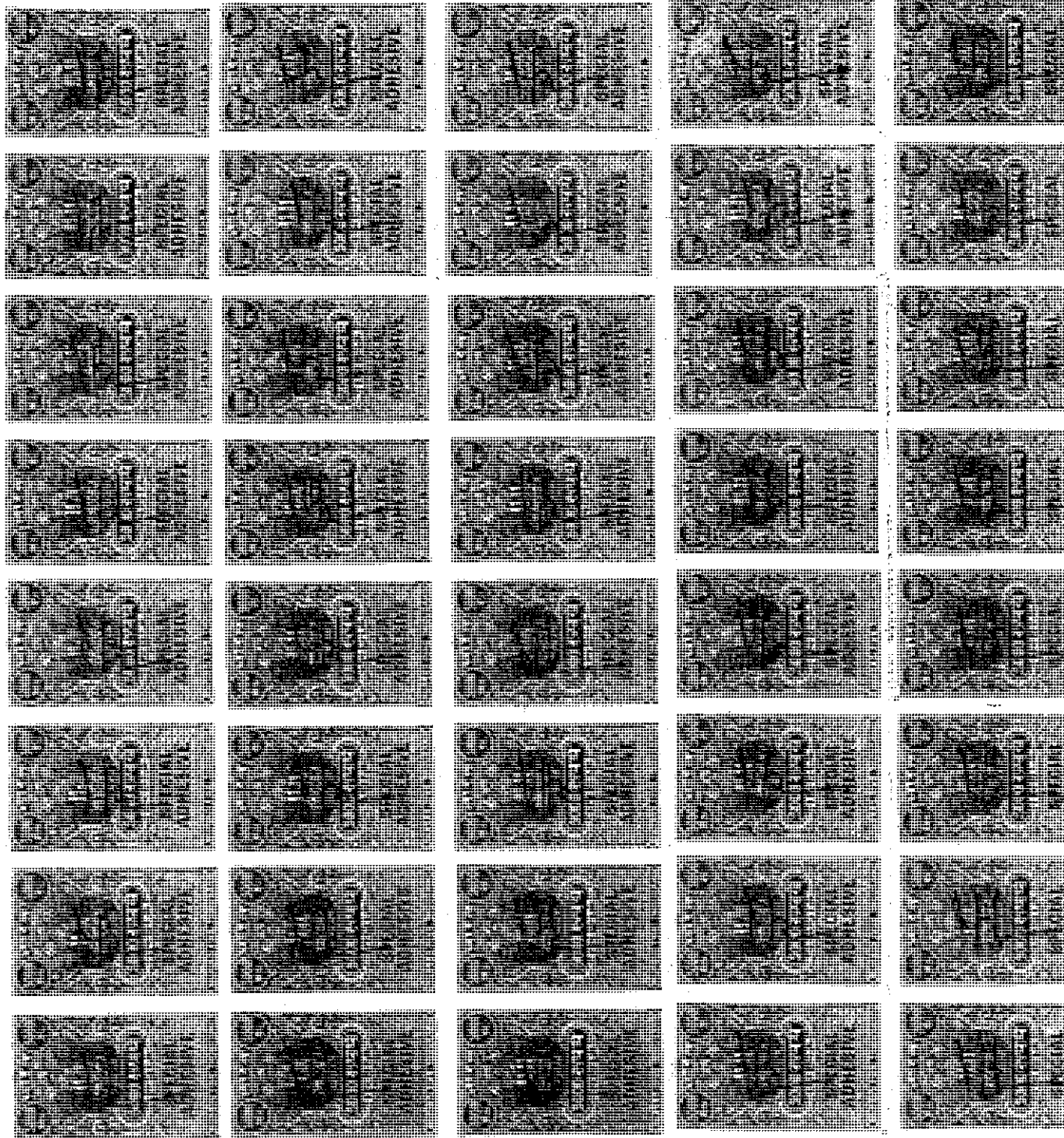


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CALCUTTA COLLECTORATE.

Settlor of the One Part and Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick therein jointly referred to as the Trustees of the Other Part and registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.377 Pages 160 to 170 Being No.8072 for the year 1981 the said Pulin Krishna Roy in consideration of natural love and

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CALCUTTA COLLECTORATE.

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affection for his daughters namely the said Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury granted transferred conveyed and settled unto the Trustees therein All That the messuages tenements and houses together with piece or parcel of land containing an area of 1 Bigha 10 Cottahs 6 Chittacks and 39 Square Feet more or less situate at premises

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No.4, Lee Road, Calcutta more particularly described in the Schedule thereunder written free from all encumbrances whatsoever but subject to the trusts, provisions and agreements therein contained.

AND WHEREAS by the said Indenture of Settlement dated 21st September 1981 the Trustees therein had been

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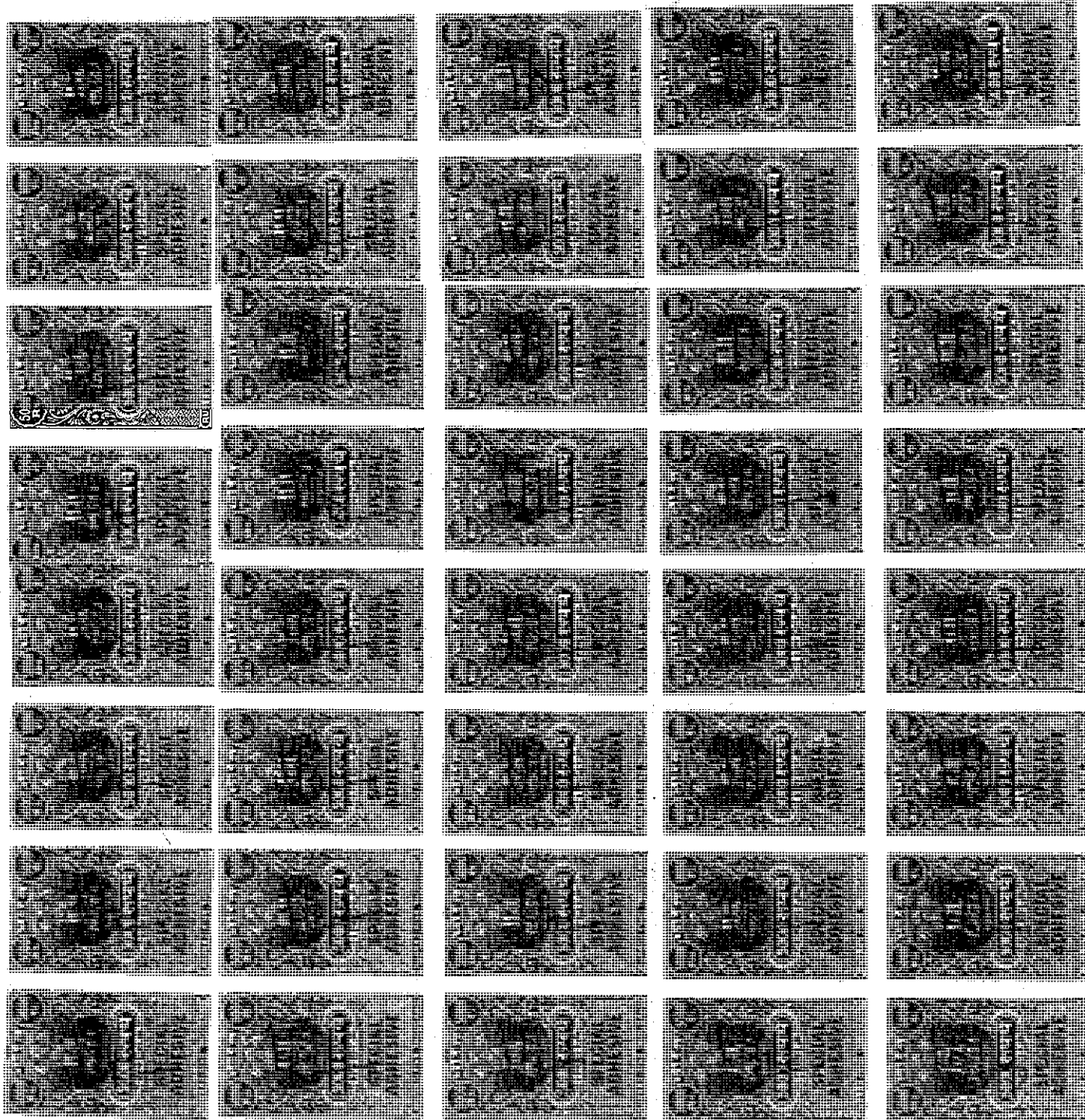
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CALCUTTA COLLECTORATE.

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empowered to let out by way of lease or otherwise the said premises No.4, Lee Road, Calcutta for such period, at such rent and upon such terms and conditions as the Trustees would in their discretion think fit and proper and to construct new buildings at the said premises No.4, Lee Road, Calcutta and/or extend any existing buildings by way of reconstruction renovation or otherwise thereon.

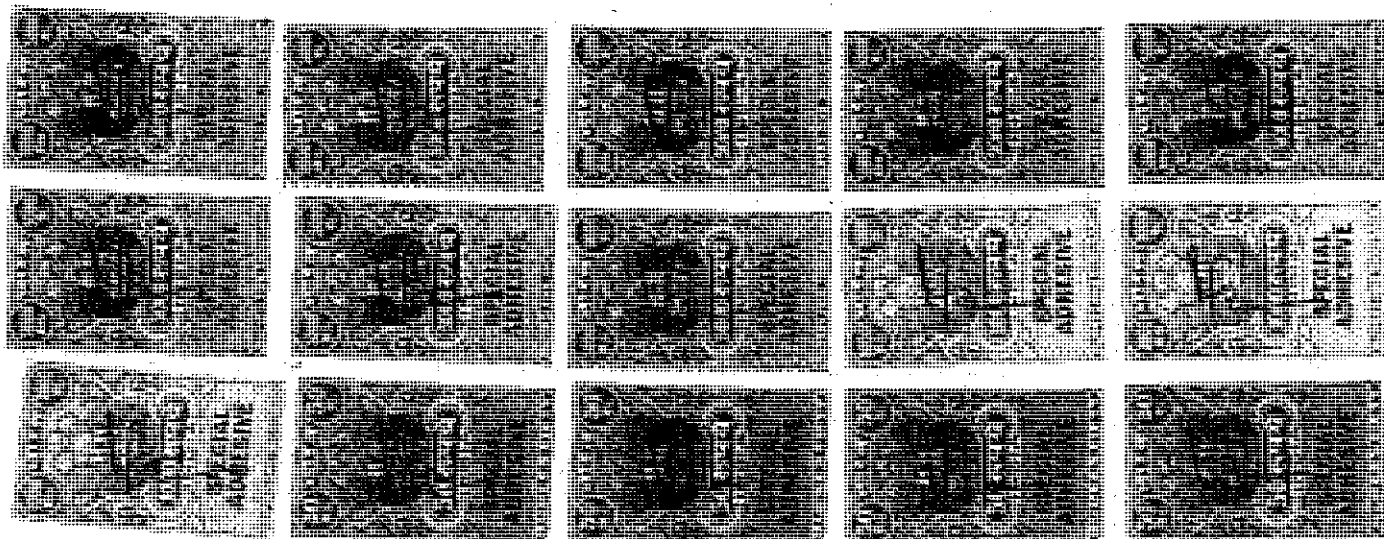
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CALCUTTA COLLECTORATE

AND WHEREAS by an Indenture of Lease dated 11th October 1983 made between the said Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick as the Trustees of "Pulin Krishna Roy Trust Estate" therein jointly referred to as the Lessors of the First Part, Lee Road Properties Private Limited therein referred to as the Lessee of the Second Part and the

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Page 262  
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said Pulin Krishna Roy, Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.304 Pages 262 to 288 Being No.10648 for the

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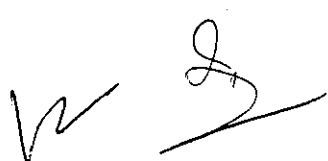


Year 1983 the Lessors therein, in consideration of the salami or premium thereby paid and in consideration of the allotment of the three flats, three car parking spaces and three servants' quarters to be constructed by the Lessee therein at its own costs and in further consideration of the rent thereby reserved and of the terms conditions and covenants therein contained and on the part of the Lessee therein to be paid observed and performed granted and demised and the Confirming Parties therein confirmed and assured unto the Lessee therein All That brick built messuage tenements and dwelling houses together with one storied brick built servant's quarter and out houses together with the piece or parcel of land containing an area of 1 Bigha 10 Cottahs 6 Chittacks and 39 Square Feet more or less situate at premises No.4, Lee Road, Calcutta-700020 more particularly described in the Schedule thereunder written for a term of 99 years commencing from 11th October 1983 with option for renewal for a further term of 99 years alongwith new building or buildings thereon on the same rent and on the same terms and conditions therein contained without payment of any further premium or salami thereon (hereinafter referred to as the said Head Lease).

AND WHEREAS by a Supplemental Deed dated 8th November 1985 made between the said Pulin Krishna Roy therein referred to as the Settlor of the First Part, the said Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick therein jointly referred to as the Trustees of the Second Part and the said Pulin Krishna Roy, Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury therein jointly referred to as the Confirming Parties of the Third part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.296 Pages 422 to 429 Being No.15888 for the year

1985 the parties thereto by mutual consent modified and/or corrected certain errors or mistakes crept in the said Deed of Settlement dated 21st September 1981 and declared that the said Deed of Settlement dated 21st September 1981 would at all times be so read and construed as if there was no reference of the ownership remaining with the Settlor or the beneficiaries therein during their lifetimes and that the transfer was absolute with the authority to the Trustees therein to grant long term lease exceeding 21 years or in perpetuity as the Trustees therein would think fit and the Confirming Parties therein confirmed the said modification and/or rectification and the Trustees therein accepted the same.

AND WHEREAS by another Supplemental Indenture dated 8th November 1985 made between the said Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick as the Trustees of Pulin Krishna Roy Trust Estate therein jointly referred to as the Lessors of the First Part, Lee Road Properties Private Limited therein referred to as the Lessee of the Second Part and the said Pulin Krishna Roy, Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Registrar of Assurances at Calcutta in Book No. I Volume No. 296, Pages 412 to 421 Being No. 15887 for the year 1985 the parties thereto by mutual consent modified the said Head Lease dated 11th October 1983 and altered certain terms of the allotment of three flats in favour of the Lessors therein and inserted the terms that the lease would not be terminated by surrender or on the Lessee therein being declared insolvent or the building being destroyed by fire, to the extent and in the manner therein mentioned.

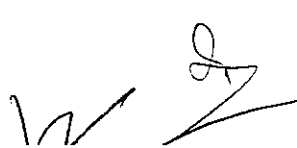


AND WHEREAS under the said Head Lease dated 11th October 1983 the said Lee Road Properties Private Limited being the Assignor herein has been empowered to demolish the then existing building and/or structures at the said premises No.4, Lee Road, Calcutta and to construct new building or buildings thereon in accordance with the sanctioned plan.

AND WHEREAS the Assignor has already constructed a multistoried building known as "SUMANGAL" on the Southern portion of the said premises No.4 Lee Road, Calcutta-700020 comprised of flats/apartments/Units and set apart an area of 14 Cottahs approximately for the exclusive use and enjoyment of the said SUMANGAL building.

AND WHEREAS the Assignor has already made over vacant possession of 3 (three) flats required to be made over by the Assignor to the said Pulin Krishna Roy and others being the Lessors under the said Head Lease dated 11th October 1983 in the said multistoried building called "SUMANGAL" situate at the Southern portion of the said premises No.4 Lee Road, Calcutta-700020 and the said Pulin Krishna Roy and others have accepted the possession of the said 3 (three) flats in the manner mentioned in the said Head Lease as modified by the Supplemental Deed dated 8th December 1985 and the Assignor has been regularly paying the rent reserved under the said Head Lease to the Lessors of the said Head Lease.

AND WHEREAS the Assignor has commenced the construction of the multistoried building called "VAIBHAV" on the Northern portion measuring an area of 16 Cottahs 8 Chittacks and 39 Square Feet more or less of the said premises No.4, Lee Road now known as O.C. Ganguli Sarani, Calcutta-



700020 more particularly described in the First Schedule hereunder written (hereinafter referred to as the said premises) and the same is more or less in complete condition.

AND WHEREAS by an Agreement dated 6th February 1995 made between the Assignor and the Assignee herein the Assignor has agreed to transfer and assign and the Assignee has agreed to acquire All That an office space containing a super built up area of 4428 Square Feet more or less on rear side on the Third Floor and two car parking space on the basement of the building commonly known as "VAIBHAV" situate at the said premises No.4, Lee Road, now known as O.C. Ganguly Sarani, Calcutta-700020 more particularly described in the Fifth Schedule thereunder written (therein collectively referred to as the said property) Together with exclusive right to use the toilet on the Northern side of the said building And Together with undivided proportionate impartible share or interest in the land comprised in the Northern portion of the said premises and proportionate share in the common portions of the building more particularly described in the Sixth Schedule thereunder written at or for the total consideration of Rs.1,64,30,100/- (Rupees One crore sixty four lakhs thirty thousand one hundred only) out of which a sum of Rs.1,58,30,100/- (Rupees One crore fifty eight lacs thirty thousand one hundred only) for office space @ Rs.3,575/- per square feet and Rs.6,00,000/- (Rupees six lakhs only) for two car parking spaces in the basement of the building @ Rs.3,00,000/- per car parking space free from all mortgages, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions and encumbrances whatsoever for the unexpired residue of the period granted by the said Head Lease and subject to the rights reserved and terms and conditions


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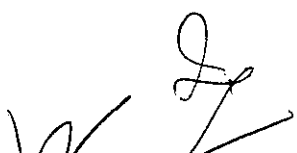
contained in the said Head Lease as well as to the terms covenants and conditions contained in the said Agreement.

AND WHEREAS at the request of the Assignee the Assignor has agreed to execute the necessary Deed of Assignment being these presents in respect of the aforesaid office space and car parking spaces in favour of the Assignee.

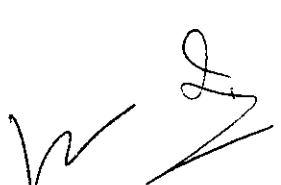
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.1,64,30,100/- (Rupees One crore sixty four lakhs thirty thousand one hundred only) of good and lawful money of the Union of India in hand well and truly paid by the Assignee to the Assignor at or before the execution of these presents out of which a sum of Rs.1,58,30,100/- (Rupees one crore fifty eight lacs thirty thousand one hundred only) for the said office space and Rs.6,00,000/- (Rupees six lacs only) for two car parking space (the receipt whereof the Assignor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the said office space and car parking spaces together with an undivided impartible proportionate share in the leasehold land as well as the Assignee) THE ASSIGNOR doth hereby grant, transfer and assign unto the Assignee ALL THAT its leasehold interest of and in ALL THAT an office space containing a super built up area of 4428 square feet more or less on the Third Floor and two car parking spaces in the basement of the building known as "VAIBHAV" situate lying at and being the Northern portion of premises No.4 Lee Road now known as O.C. Ganguly Sarani, Calcutta-700020 more particularly described in the Second Schedule hereunder written and delineated in the map or plan



hereto annexed and thereon bordered "Red" (hereinafter collectively referred to as the said Unit) AND Together with an undivided proportionate impartible share in the leasehold land comprised in the Northern portion of premises No.4 Lee Road, Calcutta-700020 more particularly described in the First Schedule hereunder written leased to the Assignor under the said Head Lease dated 11th October 1983 Together with undivided proportionate share in the common areas and portions of the building more particularly described in the Third Schedule hereunder written (hereinafter for the sake of brevity collectively referred to as the said Unit and the properties appurtenant thereto) in common with other Assignees/Sub-Lessees/Occupier of the said building AND all the Assignor's right title and interest under the said Head-lease in respect of and limited to the said Unit hereby granted transferred and assigned or expressed or intended so to be TOGETHER WITH an undivided proportionate share and rights of and in all boundary walls, areas, sewers, drains, ditches, paths, passages, water, water courses, and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever standing and being into or upon or belonging thereto or any part thereof or with which the same now are or is or at any time or times heretofore were or was usually held used occupied and enjoyed accepted deemed taken or known as part parcel or member thereof or appurtenant thereto AND ALSO all the benefits and liabilities of the covenant of the Assignor as contained in the said in part recited Head Lease dated 11th October 1983 AND all the estate right title interest property claim and demand whatsoever of the Assignor into or upon the said Unit and the properties appurtenant thereto AND all deeds pattahs muniments writtings



and other evidences of title exclusively relating to the said Unit which now are or is or at any time or times hereafter shall or may be in the possession power or custody of the Assignor TO HAVE AND TO HOLD the said Unit and the properties appurtenant thereto hereby granted transferred and assigned or expressed or intended so to be and every part thereof together with all rights and appurtenances whatsoever belonging or appertaining to the same unto the Assignee for the unexpired residue of the term granted by the said in part recited Head Lease dated 11th October 1983 together with the rights of renewals in the manner as contained in the said Head Lease dated 11th October 1983 SUBJECT NEVERTHELESS to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Unit and the properties appurtenant thereto as mentioned in the Fourth Schedule hereunder written EXCEPTING AND RESERVING unto the other Assignees/Sub-Lessees/Occupiers for the time being of the other portions of the said building such easements or quasi easements and other rights and privileges as are mentioned in the Fifth Schedule hereunder written AND SPECIFICALLY EXCLUDING OUT OF TRANSFER AND RESERVING unto the Assignor the area rights specified in the Sixth Schedule hereunder written SUBJECT to the payment of proportionate share of the common expenses as contained in the Seventh Schedule hereunder written and ALSO SUBJECT to the performance and observance of the terms, conditions and covenants on the part of the Assignor as contained in the said Head Lease dated 11th October 1983 as well as in the said Agreement dated 6th February 1995 but otherwise free from all mortgages, charges, liens, lispendens, attachment and encumbrances whatsoever.



1. The Assignor doth hereby covenant with the Assignee as follows:-


- (a) That notwithstanding any act deed matter or thing whatsoever heretofore done executed or knowingly suffered by the Assignor to the contrary the Assignor is subject to the said Head lease dated 11th October 1983 lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Unit and the properties appurtenant thereto hereby granted transferred and assigned as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- (b) That the Assignor has good right full power and absolute and indefeasible authority to grant transfer and assign the said Unit and the properties appurtenant thereto unto and to the use of the Assignee in the manner aforesaid and according to the true intent and meaning of these presents.
- (c) That the Assignor has paid the ground rent in respect of the said premises and/or the said Unit and has observed and performed all the terms, conditions and covenants contained in the said Head Lease dated 11th October 1983 and the Assignor has not done any act deed or thing whereby or by reason whereof the said Head Lease is can or may be terminated or forfeited or rendered void or voidable and that the said Head Lease is not surrendered and is in full force and effect.

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(d) That it shall be lawful for the Assignee at all times hereafter peaceably and quietly to enter into and upon and hold, occupy and enjoy the said Unit and the properties appurtenant thereto hereby granted transferred and assigned and to receive the rents, issues and profits thereof without any let, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Assignor or any person or persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said Unit and the properties appurtenant thereto from through under or in trust for the Assignor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged by the Assignor or otherwise well and sufficiently saved defended kept harmless and indemnified of from and against all former and other charges and encumbrances whatsoever made done or executed or knowingly suffered by the Assignor.

(e) That the Assignor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Unit and the properties appurtenant thereto from through under or in trust for the Assignor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Assignee make do acknowledge and execute or cause to be made done acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said Unit and the properties




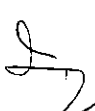
appurtenant thereto unto the Assignee as shall or may be reasonably required.

(f) That the Assignor shall unless prevented by fire or some other irresistible accident or natural calamity from time to time and at all times hereafter upon every reasonable request and at the cost of the Assignee produce or cause to be produced to the Assignee or its Advocate or Agent or at any trial hearing commission examination or otherwise as occasion shall require the title deed as mentioned in the Eighth Schedule hereunder written for the purpose of showing its title to the said Unit and the properties appurtenant thereto hereby granted transferred assigned and assured or expressed or intended so to be and every part thereof and shall also at the like request and cost of the Assignee deliver or cause to be delivered unto the Assignee such attested or other copies of or extracts from the said deeds and writings or any of them as the Assignee may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncanceled.

(g) That the Assignee will be at liberty to transfer and assign the whole or part of the said demised premises to any person as it likes without any interruption or objection by the Assignor.

2. The Assignee doth hereby covenant with the Assignor as follows:-



- (a) That the Assignee shall observe and perform all the terms, conditions and covenants contained in the said Head Lease dated 11th October 1983 and on the part of the Assignor to be paid observed and performed in so far as and to the extent only of the said Unit and the properties appurtenant thereto hereby expressly granted, transferred, assigned and assured and shall keep the Assignor indemnified of from and against all actions suits proceedings claims demands and expenses whatsoever on account of non-payment of any sums or non-performance or breach of any of the terms, conditions and covenants contained in the said Head Lease dated 11th October 1983.
- (b) That the Assignee shall not do anything whereby the said Head Lease dated 11th October 1983 be anywise prejudicially affected or become liable to be affected and to observe and perform the covenants and conditions thereof in so far as the same may relate to the Assignee in respect of the said Unit and the properties appurtenant thereto and shall also observe and perform all the terms conditions and covenants contained in the said Agreement dated 6th February 1995.
- (c) That the Assignee shall pay proportionate share of consolidated Corporation Tax in respect of the said demised premises from the date hereof until separate assessment of the said Unit is made in the name of the Assignee and after separate assessment the Assignee shall pay all municipal rates and
- 

taxes in respect of the said Unit to the Calcutta Municipal Corporation directly.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT seven storied brick built messuage tenement and house together with a piece or parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing an area of 16 Cottahs 8 Chittacks and 39 Square Feet be the same a little more or less situate lying at and being the Northern portion of the premises No.4, Lee Road, now known as O.C. Ganguli Sarani, Calcutta-700020 P.S. Bhowanipore of the South Division of the Town of Calcutta and butted as follows:-

On the North	:	By premises No.2, Lee Road, now known as O.C. Ganguli Sarani;
On the East	:	By public Road and a portion of premises No.6 Lee Road now known as O.C. Ganguli Sarani;
On the South	:	By Southern portion of the premises No.4, Lee Road now known as O.C. Ganguli Sarani; and
On the West	:	By Lee Road now known as O.C. Ganguli Sarani, Calcutta.

THE SECOND SCHEDULE ABOVE REFERRED TO :

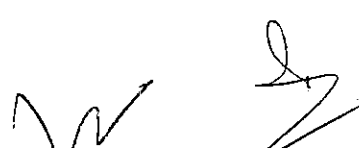
ALL THAT an office space containing a super built area of 4428 Square Feet more or less on the rear side on Third Floor and two car parking space in the basement of the building known as "VAIBHAV" situate lying at and being



Northern portion of the premises No.4, Lee Road now known as O.C. Ganguly Sarani, Calcutta-700020 Together with exclusive right to use the toilet on the Northern side of the building Together with undivided proportionate impartible share in the land comprised in the said premises more particularly described in the First Schedule hereinbefore mentioned. The said office space and the toilet are shown in the map or plan hereto annexed and thereon bordered "Red" and "Green" respectively.

THE THIRD SCHEDULE ABOVE REFERRED TO :

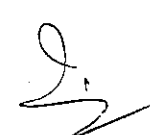

(COMMON PORTION)

1. Staircases and landings on all the floors.
  2. The demarcated and specified area containing by measurement an area of 1801 square feet on basement on which airconditioning plant, generator room fire fighting equipment and other common utilities have been installed.
  3. The demarcated and specified area on the ground floor containing by measurement an area of 857 square feet on which the electrical installation and other common amenities are situate and/or installed.
  4. The demarcated and specified area on the terrace measuring 748 square feet on which the lift machine room and/or cooling tower and other common amenities are situate and/or installed.
  5. Lift and escalators installation including wells, rooms and machineries.
- 

6. Air-conditioning plant installations including ducts, plant rooms and air handling units on each floors.
7. Generator sets including installations, rooms and machineries.
8. Pump sets and pump room.
9. Electrical installations including space of H.T & L.T. Switch rooms.
10. Office room for common services.
11. Fire fighting installations.
12. Common passages and common lobbies as to be earmarked by the Assignor.
13. Water tanks.
14. Drainage and sewerage.
15. Boundary walls.
16. Such other equipments, installations, fittings & fixtures as may be specifically provided by the Assignor for common use of the Co-Assignees/occupiers.

## NOTE

The Transformer & other high tension installations installed or to be installed within said premises shall always cater to the electric requirement of the building being constructed on



the said premises and of the building "SUMANGAL" constructed on the Southern portion of the said premises No.4, Lee Road, Calcutta to the extent as may be specified by the Assignor.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Easements and quasi-easements)

1. The Assignee shall be entitled to all rights and privileges including the right of vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Unit or otherwise hereby intended so to be held used occupied enjoyed or reputed or known, as part parcel or member thereof or appurtenant thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Assignor and other Assignees/Sub-Lessees and occupiers of the building the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly setforth in the Fifth Schedule hereto.

2. The right of access in common with the Assignor and other Assignees/Sub-Lessees and occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said Unit to the entrance, open and covered space, staircase, landing and other utilities and common parts of the building.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit and common parts with or without vehicles over and along the passages and driveways comprised within the said building and the appurtenant land PROVIDED

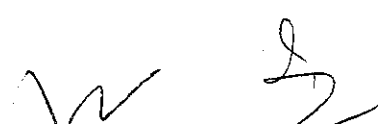
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HOWEVER and it is declared that nothing herein contained shall permit the Assignee or any person deriving title under the Assignee and/or its servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Assignor and other Assignees/Sub-Lessees and occupiers of the building properly entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4. The right of protection of the said Unit by or from all other parts of the said building as they now protect the same and in any manner not to demolish the supports presently enjoyed by the said Unit from the other part or parts of the said building.

5. The right of passage in common as aforesaid of electricity gas water telephones and soil pipes from and to the said Unit through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said building and the said premises so far as be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit for all lawful purposes whatsoever.

6. The right with or without workmen and necessary materials for the Assignee to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits as aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said Unit in so far as such repairing repainting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such



cases excepting emergent situations upon giving twenty four hours previous notice in writing of its intention so to enter to the Assignor and other Assignees/Sub-Lessees or occupiers properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Exceptions and Reservations)

The undermentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the proposed sale and be reserved unto the Assignor and other Assignees/Sub-Lessees and occupiers of the said building and/or persons, firm or company deriving right title under them other than the Assignee entitled to the same in respect of the said premises.

1. The right of access in common with the Assignee, the Assignor and other Assignees/Sub-Lessees and occupiers entitled to the other part or parts of the said building as aforesaid for the use and enjoyment of their respective flats and/or units to common parts or passages of the said building, entrance, open and covered space, and other parts or passages and/or for other purposes connected therewith including ingress to and egress from the said building.



2. The right of passages in common as aforesaid of electricity, gas, water, telephones and soil from and to any part (other than the said Unit) or parts of the said building through pipes, drains, wires, conduits, lying or being in under through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other portion or portions of the said building for all lawful purposes whatsoever.

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3. The right of protection of other portion or portions of the said building from or by all parts of the said Unit and in any manner not to demolish the support at present enjoyed by the other portion or portions of the building from the said Unit.

4. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable, use and enjoyment of the other flats, Units and common part with or without vehicles over and along the passage and driveways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Assignor and other Assignees/Sub-Lessees and occupiers of the said building or any person deriving title under them and/or their servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Assignee properly entitled to such rights of way over and along such passages or driveways or common parts as aforesaid.

5. The right with or without workmen and necessary materials to enter from time to time during the day time upon the said Unit for the purpose of repairing and repainting so far as may be necessary such pipes, drains, wires and conduits as aforesaid and for the purpose of rebuilding, repainting or cleaning any part or parts of the other flats or units in so far as such repairing repainting or cleaning as aforesaid cannot be reasonably carried out without such entry PROVIDED ALWAYS that save in cases of emergency the Assignor and other Assignees/Sub-Lessees and occupier and occupiers of other portions shall give to the Assignee a prior twenty four hours written notice of their intention for such entry as aforesaid.

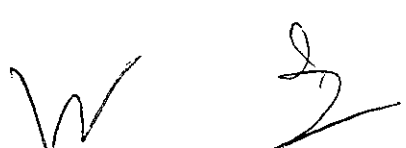


THE SIXTH SCHEDULE ABOVE REFERRED TO :  
(SPECIFICALLY EXCLUDED OUT OF TRANSFER AND  
RESERVED UNTO THE ASSIGNOR)


1. The right to make further construction and further storey and all rights in relation thereof.
2. The terrace and parapet wall excluding the area of 748 square feet.
3. All covered space in the ground floor excluding the area of 857 square feet.
4. All open space/open area on the ground floor.
5. All open/covered space on the basement excluding the area of 1801 square feet.
6. All other rights reserved in favour of the Assignor under the provisions contained herein.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSES)

1. All costs of maintenance, operating, running, replacing and repairing of airconditioning plant, diesel generator sets and escalators.
  2. All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions in the building including their outer walls.
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3. The salary of all persons employed for the common purposes including durwans, security personnel, liftmen, sweepers, plumbers, electricians, etc.
  4. Insurance premium for insuring the Building and common portion of the building, if any.
  5. All charges and deposits for supplies of common utilities to the Co-Assignees in common.
  6. Municipal tax, multistoried building tax, water tax and other levies in respect of the land, building and the said premises save those separately assessed on the Assignee.
  7. Costs of operation of the Association.
  8. Cost of running, maintenance, repairs and replacements of lifts, escalators, transformers, generators, pumps, and other common installations including their license fees, taxes and other levies (if any).
  9. Electricity charges for the electrical energy consumed for the operation of the common services.
  10. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions and the said premises.
  11. The office expenses incurred for maintaining an office for common purposes.
  12. All other expenses, rates, taxes and other levies,
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etc. as are deemed by the maintenance Company to be necessary or incidental or liable to be paid by the Co-Assignee or occupiers in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions of the building.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

(Title Deed)

1. Original Indenture dated 21st September 1981 between Pulin Krishna Roy (Settlor) of the One Part Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick (Trustees) of the Other Part registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.377 Pages 160 to 170 Being No.8072 for the year 1981.
2. Original Indenture of Lease dated 11th October 1983 between Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick as the Trustees of Pulin Krishna Roy Trust Estate (Lessors) of the First Part, Lee Road Properties Private Limited (Lessee) of the Second Part and Pulin Krishna Roy, Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury (Confirming Parties) of the Third Part registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.304 Pages 262 to 288 Being No.10648 for the year 1983.
3. Original Supplemental Deed dated 8th November 1985 between Pulin Krishna Roy (Settlor) of the First Part, Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick (Trustees) of the Second Part and Pulin Krishna Roy, Smt. Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu

Chowdhury (Confirming Parties) of the Third Part registered at the Office of the Registrar of Assurances, Calcutta in Book No.I Volume No.296 Pages 422 to 429 Being No.15888 for the year 1985.

4. Original Supplemental Indenture dated 8th November 1985 between Pulin Krishna Roy, Smt. Gouri Paul and Smt. Gopa Mullick as the Trustees of Pulin Krishna Roy Trust Estate (Lessors) of the First Part, Lee Road Properties Private Limited (Lessee) of the Second Part and Pulin Krishna Roy, Smt Gouri Paul, Smt. Gopa Mullick and Smt. Sujata Kundu Chowdhury (Confirming Parties) of the Third Part registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.296 Pages 412 to 421 Being No.15887 for the year 1985.

5. Original Building Sanction Plan being No.86(B-8) dated 6.10.86.

*Wg*

IN WITNESS WHEREOF the parties to have executed delivered these present on the day month and year first above written.

THE COMMON SEAL of Lee Road Properties Private Limited hath hereunto been affixed pursuant to the Resolution of the Board of Directors held on 2nd August, 1995 in the presence of Mr. R. K. Modi one of the Directors of the Company who has signed these presents in token thereof at Calcutta in the presence of:

For & on behalf of  
LEE ROAD PROPERTIES PVT. LTD.  
Director  
Director

*Baroj Agarwal*  
Sewo cali  
9, 0 1st Post Office  
Calcutta - 70001

*ASHIS KUMAR HALDER*  
9, 0 1st Post Office  
Calcutta - 70001

SIGNED on behalf of Nagarjuna  
Fertilizers and Chemicals Limited  
pursuant to the Resolution of the  
Board of Directors held on 3rd March,  
1995 by Sri L V V Iyer, Secretary who  
has executed these presents in token  
thereof at Calcutta in the presence of:

For Nagarjuna Fertilizers and Chemicals Limited

L.V.V. Iyer, Secretary

L.V.V. Iyer, Secretary

SECRET

SECRET

Saraj Agarwal

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RECEIVED of and from the withinnamed  
Assignee the withinmentioned sum of  
Rs.1,64,30,100/- (Rupees One Crore  
sixty four lakhs thirty thousand one  
hundred only) being the deposit money  
within expressed to have been paid by  
them to us follows:

Rs.1,64,30,100/-

Rs.1,64,30,100/-

(Rupees One Crore sixty four lakhs thirty thousand one hundred  
only)

#### MEMO OF CONSIDERATION

- 1) By three Demand Drafts bearing  
Nos.042526, 042527, 042528 dated  
28th January, 1995 issued by  
Indian Overseas Bank, Calcutta  
on behalf of the Assignee in  
favour of the Assignor for.... Rs.25,00,000/-
- 2) By Demand Draft bearing No.009759  
dated 8th February, 1995 issued by  
State Bank of Patiala payable at Calcutta  
on behalf of the Assignee in  
favour of the Assignor for.... Rs.98,00,000/-
- 3) By five Demand Drafts bearing  
Nos.406913, 406914, 406915 406916 and  
406917 all dated 12th August, 1995  
issued by Indian Overseas Bank,  
Hyderabad, payable at Calcutta  
on behalf of the Assignee in  
favour of the Assignor for.... Rs.41,00,000/-

Total:

Rs.1,64,30,100/-

(Rupees One crore sixty four lakhs thirty thousand one hundred  
only)

Saraj Agarwal

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all of  
L.V.V. Iyer, Secretary

Saraj Agarwal  
Director

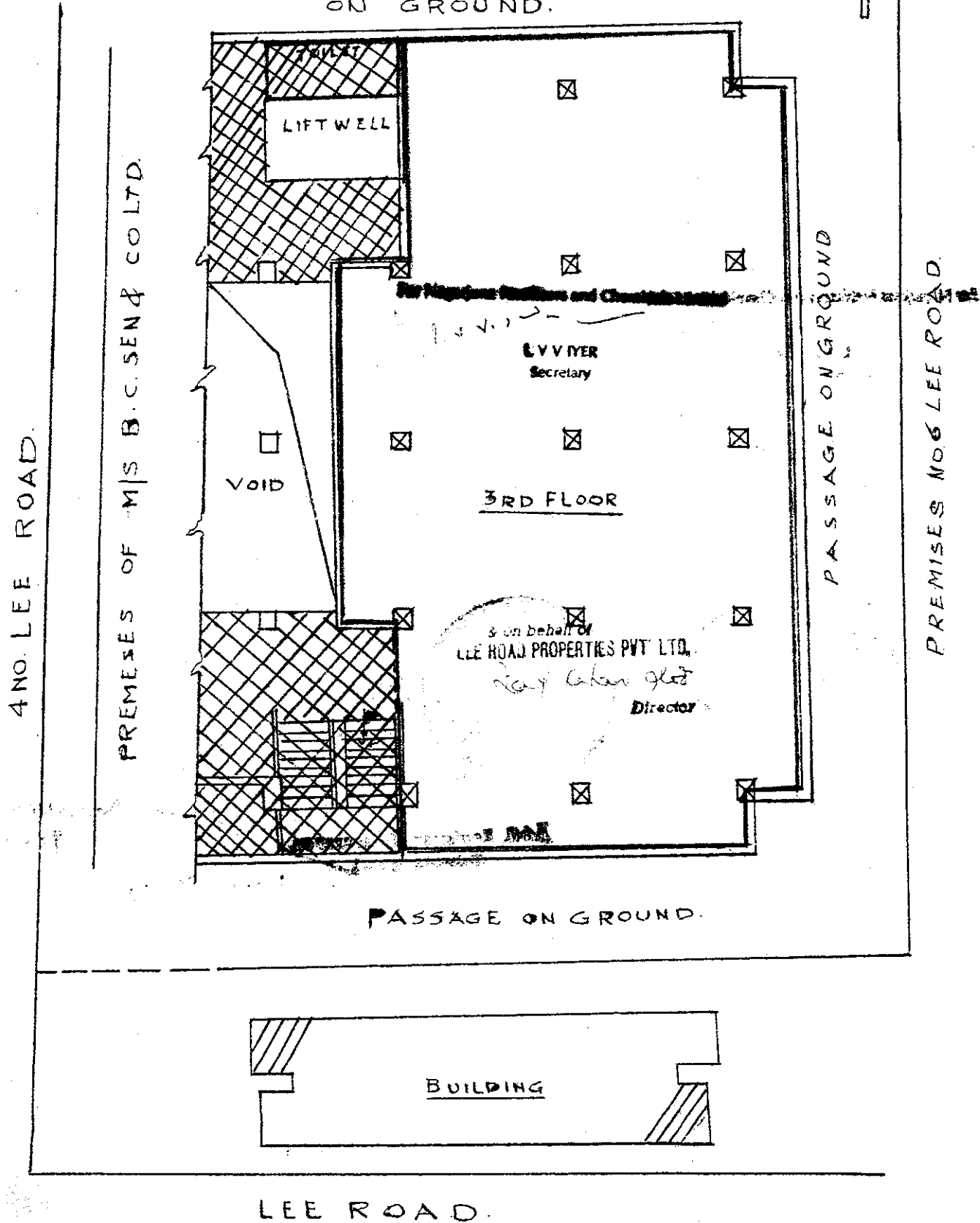
PORTION OF 3RD FLOOR PLAN (EASTERN BLOCK) AT VAIBH

4. LEE ROAD, CAL - 20

BY PREMISES NO.2. LEE ROAD.

PASSAGE.  
ON GROUND.

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Registered in.....  
BOOK No.....  
Volume No.....83.....  
Pages 250.....to 281.....  
Being No.....3238.....  
or the year.....1995.....

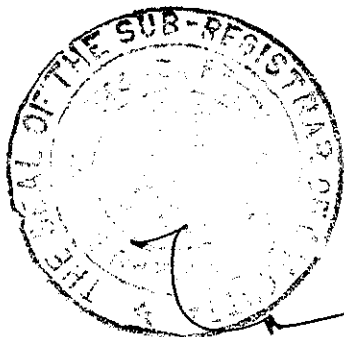
DATED THIS 14<sup>th</sup> DAY OF August 1995

BETWEEN

LEE ROAD PROPERTIES PRIVATE LIMITED  
..... Assignor

AND

NAGARJUNA FERTILIZERS AND CHEMICALS  
LIMITED  
..... Assignee



**REGISTRAR OF ASSURANCES**  
Calcutta, No. 1  
20/11/95

AGREEMENT FOR ASSIGNMENT



**REGISTRAR OF ASSURANCES**  
Calcutta, No. 1  
14/11/95

KHAITAN & CO.  
Advocates  
9, Old Post Office Street  
Calcutta-700001.