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पश्चिम बंगाल WEST BENGAL

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A 102

THIS INDENTURE OF CONVEYANCE made this the 11th

day of February Two Thousand Six BETWEEN (1)

NUMAZAR DORAB MEHTA, son of Late Dorab D Mehta

residing at Selvel House, 10/1B, Diamond Harbour Road,

Kolkata - 700 027, (2) BAHADUR SAVAKSHA POSTWALLA

son of Late Savaksha Postwalla residing at 3A,

Ashray Apartment "B", 12, Sunny Park, Kolkata - 700 019,

1605240

11-176572
176579

A - 176572

B - 7

176579

TRUE COPY ATTESTED

KAMAL KUMAR PAUL

Notary, Govt. of India

Regd. No. 270004

02 MAR 2006

A circular notary seal for Kolkata, India. The outer ring contains the word "NOTARY" at the top and "KOLKATA" at the bottom. The inner circle contains the text "KOLKATA", "WEST BENGAL", and "700010". There are two stars on either side of the inner text.

AND

within the meaning of the Companies Act, 1956 having its registered office at 61, Chittaranjan Avenue, Kolkata - 700

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Notary, Govt. of India
Regd. No-2700/04
c & s, Bankshall Street
571-300-001

02 MAR 2006



012 hereinafter referred to as "THE PURCHASER" (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **OTHER PART.**

WHEREAS at all material times, a fund created by one P.E. Guzdar, since deceased, known as "P.E. Guzdar Fund" was under the Control of the Calcutta Zoroastrian Community's Religious & Charity Fund (" The Said Trust ").

AND WHEREAS in the year 1966, one Jamshed Navroji Guzdar, being the then Secretary of the said Trust, participated in an auction sale in respect of premises No.10, Bow Street, Kolkata - 700 001, more particularly described in the Schedule hereunder written (hereinafter referred to as the " Said Premises "). The said Jamshed Navroji Guzdar, was declared the highest bidder and Purchaser of the said premises at the sale held on June 11, 1966 at the High Court Bar Library in Calcutta by the Receiver in Partition & Administration Suit No.777 of 1956, subject to confirmation by the Hon'ble High Court at Calcutta. By an Order dated

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September 14, 1966 the said sale in favour of Jamshed Navroji Guzdar as highest bidder was confirmed, subject to payment of price offered by the said Jamshed Navroji Guzdar to the Receiver by September 30, 1966.

AND WHEREAS subsequent to the payment of price as aforesaid by September 30, 1966 which was actually paid by the then Trustees to the said Trust, by an order dated March 16, 1967, the Receiver, in the Partition & Administration Suit No. 777 of 1956, was authorized to execute and register a proper Deed of Conveyance in favour of the said Jamshed Navroji Guzdar, as the highest bidder and Purchaser at the sale held on June 11, 1966, on behalf of such vendors who may not be available or fail or refuse to execute the same and also on behalf of any minor vendor.

AND WHEREAS by a Deed Of Conveyance dated September 2, 1967, made between Popatlal Tricumji and others, therein referred to as the Vendors of the First Part, Deba Prasanna Mukherjee as Receiver, being the Confirming Party of the Second Part and Jamshed Navroji Guzdar, Land holder and Secretary to the said Trust, therein referred to as

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KOLKATA



the Purchaser of the third Part and registered at the Registration office in Calcutta in Book No. 1, Volume No. 63, Pages 248 to 262, Being No. 4839 for the year 1967, the said Premises was sold and conveyed in favour of the Purchaser therein.

AND WHEREAS inasmuch as the said Premises purported to have been purchased by the said Jamshed Navroji Guzdar was in fact purchased by the Trustees to the said Trust out of the funds provided by the said Trust and the entire consideration money paid by the said Jamshed Navroji Guzdar was the property of the said Fund and/or the said Premises was purchased for the benefit of the Calcutta Zoroastrian Community, the said Jamshed Navroji Guzdar, by a Declaration of Trust dated March 11, 1968 and registered at the office of the Registrar of Assurances Calcutta in Book No. 1, Volume No. 63, Pages 252 - 256, Being No. 1153 for the Year 1968, renounced, disclaimed and relinquished all right title, claim or demand whatsoever in the said premises under the said Deed Of Conveyance dated September 2, 1967 and declared, inter - alia, the Purchase of the said Premises was in fact made by the Trustee of the said Trust exclusively out of the money of the said Trust Fund upon Trust for the said

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and benefit of the said Trust and the right title and interest purported to have been sold to the said Jamshed Navroji Guzdar was intended to pass exclusively and absolutely unto the Trustees of the said Trust. By the said Declaration, the said Jamshed Navroji Guzdar further declared that the said Jamshed Navroji Guzdar has not at any time whatsoever acquired any beneficial interest, Estate and title under the Deed Of Conveyance dated September 2, 1967.

AND WHEREAS the said Premises was very old premises and the condition thereof had since further deteriorated subsequent to its Purchase, as mentioned herein before. Certain portion of the said premises has been declared to be unsafe and had been ordered to be demolished by the Kolkata Municipal Corporation by an order passed under Section 411 (1) of the Kolkata Municipal Corporation Act, 1980. Portion of the said Premises which were declared unsafe, has been duly demolished by the approved contractor and part of the debris/rubble is still lying at the said premises.

AND WHEREAS in view of the aforesaid, a meeting of the Trustees of the said Trust was held on August 22, 2005 at the

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33, Bankshall Street
CL-700 001

02 MAR 2006



office of the said Trust whereby the Trustees were authorized to sell the said Premises and out of the said sale proceeds thereof utilize the same to fulfill the objectives of the said " P.E.Gazder Fund ".

AND WHEREAS subsequently, the Trustees of the said Trust instituted a Proceeding , being A.C.R.No. 4 of 2005 in the Hon'ble High Court at Calcutta and Pursuant to an order dated November 28 , 2005 made in the above proceeding , the Trustees were authorized to sell the said premises to be effected by Public Auction and to utilize the sale proceeds thereof for the purpose of fulfilling the objective of the said " P.E.Gazder Fund ".

AND WHEREAS in terms of the said order dated November 28 , 2005 the sale of the said Premises was advertised in the Bengali Daily News Paper " BARTAMAN." & " THE STATESMAN "On December 23 , 2005 , and subsequently in the " BARTAMAN " & " THE TELEGRAPH " on January 9, 2006. And the Purchaser participated by sending his tender to the vendors .

TRUE COPY ATTORNEY

KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No-2700/04
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KOL-700 001

02 MAR 2006



AND WHEREAS the Purchaser participated in an auction sale in respect of premises No.10, Bow Street, Kolkata - 700 012, more particularly described in the Schedule hereunder written (hereinafter referred to as the "Said Premises"). The said Purchaser herein, was declared the highest bidder and Purchaser of the said premises at the sale held on January 24, 2006 in the High Court at Calcutta by the Hon' ble Court in A.C.R. No.04 of 2005.

AND WHEREAS by an Order dated January 24, 2006 the said sale in favour of the said Purchaser herein as highest bidder was confirmed, subject to full payment of price offered by the said Purchaser by January 31, 2006.

AND WHEREAS the Vendors have agreed to sell, transfer and assign and the Purchaser has agreed to Purchase and obtain transfer and assignment of the said premises for a Total consideration of Rs.1,60,52,400.00p.(Rupees One Crore Sixty Lacks Fifty Two Thousand Four Hundred) Only free from all encumbrances, liens, charges etc. of whatsoever nature on the terms and conditions hereinafter mentioned.

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Kolkata - 700 001

02-MAR-2006



AND WHEREAS at the request of the Purchaser vendors have agreed to execute and Register a Deed of Conveyance in respect of the said Premises, in favour of the Purchaser, being these presents.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Agreement and in consideration of the said sum of Rs.1,60,52,400.00p.(Rupees One Crore Sixty Lacks Fifty Two Thousand Four Hundred)Only paid by the Purchaser to the Vendors (the receipt whereof the Vendors do 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 Premises as well as the Purchaser) the Vendors do hereby sell, grant, transfer, Convey, assign and assure unto the Purchaser **ALL THAT** the land measuring 8.82 Cottahs more or less situate lying at and being Premises no. 10, Bow Street, Kolkata - 700 012 more particularly described in the Schedule hereunder written (hereinafter referred to as the " Said Premises ") **OR HOWSOEVER OTHERWISE** the said premises now are or is or at any time or times hereto before were or was situate butted and bounded known numbered or

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Kolkata - 700 001

02 MAR 2006



distinguished **TOGETHER WITH** all Compounds lights, water Courses, Sewers, Pipes, Trees, Fences, Drains, Ditches and ways and the ground or soil thereof and all manner of ancient and other lights, rights, liberties, easements, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing and being in and upon or belonging or in any wise appertaining to the said Premises and every part thereof or which with the same now are or is or at any time or times hereto before were or was held used occupied or enjoyed or accepted, reputed deemed taken or known as part, parcel or member thereof or appurtenant thereto **AND TOGETHER WITH** all Deeds writings pattahs muniments and other documents of title relating to the said premises or any part thereof **TO HAVE AND TO HOLD** the said Premises hereby sold Conveyed transferred and assigned or otherwise assured or intended so to be and forever free from all encumbrances charges, liens and lispensens of any nature whatsoever.

The Vendors Do Hereby Covenant With The Purchaser

as Follows :-

FROM COPY ATTESTED
KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No-2700/04
6 & 3, Bankshall Street
KOL-700 001

02 MAR 2006



a) That notwithstanding any act deed matter or thing whatsoever hereto before done committed or known or suffered by the Vendors to the contrary, the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby Sold granted transferred conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto free from all mortgages, charges, liens, encumbrances, lispendens and attachment whatsoever.

b) That the Vendors have good right full power and absolute and indefeasible authority to sell grant transfer and convey the said premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these Presents. **AND** if it transpires that the same is subject to any mortgage or charge and/or any encumbrance created by the vendors /Trustees then the Vendors/Trustees for the time being in office and their heirs, heiress, successors, Legal representatives and assigns shall be liable to make good all losses sustained by the purchaser and the vendors hereby indemnify and undertake to indemnify and keep indemnified the purchasers for such loss or damages and then other properties of the vendor shall stand charge for

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KAMAL KUMAR PAUL
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8 A 3, Bankhall Street
"Ot-700 00"

02 MAR 2006



such claim in future. The Vendors shall be liable for all Taxes and other Liabilities till the date of Execution of the Conveyance.

(c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon and hold occupy and enjoy the said Premises and receive the rents issues and Profits thereof without any lawful eviction interruption hinderance disturbance claim or demand Whatsoever from or by the Vendors or any person or persons having lawfully or equitably claiming any estate right title and interest whatsoever in the said premises from under through or in Trust for the Vendors and free and clear and freely and clearly and absolutely acquitted exonerated and for ever discharges or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendors.

d) That the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Premises from through under or in Trust for the Vendors shall and will from time to time and at all times

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KAMAL KUMAR PAUL

Notary, Govt. of India

Regd. No. 2700/04

6 & 3, Bankhall Street

Kolkata-700004

02 MAR 2004



hereafter upon every reasonable request and as the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said premises hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 8.82 Cottahs more or less at premises no.10 , Bow Street , formerly known as 10 , Bow Bazar Street in Block No. XV , Holding No.376 in the Town of Kolkata and butted and bounded as follows :

ON THE NORTH	:By Premises no.9,Bow Street.
ON THE SOUTH	:By Premises no.11,Bow Street.
ON THE EAST	:By Bow Street.
ON THE WEST	:By Premises no.27,Weston Street.

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KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No-2700/04
8 & 3, Bankhall Street
KOL-700 001

02 MAR 2004



IN WITNESS WHEREOF the vendor and the purchaser
subscribed their respective hand and seals the day month and
year first above written.

SIGNED SEALED AND DELIVERED by the

VENDOR at Kolkata in the presence of

1. Omprakash Bhatia
52, Chowringhee Road
Kolkata - 700071

1. [Signature]
(NUMAZAR DGRAB MEHTA)

2. [Signature]
(BAHADUR SAVAKSHA POSTWALLA)

3. [Signature]
(CYRUS JAMSHED MADAN)

4. [Signature]
(ROHINTON JAL INDOREWALLA)

5. [Signature]
(RUSSI ARDESHIR JEEJEEBHOY)

VENDORS.

(All Trustees of Calcutta Zoroastrian
Community's Religious and charity Fund)

SIGNED SEALED AND DELIVERED by the

PURCHASER at Kolkata in the presence of :

1. [Signature]
(Anjanikumar Bhatia)
61, C.R. Avenue
Kolkata - 70
Anjanikumar

—PRAKASH-PLY CENTRE PVT. LTD.—

[Signature]
Sajjan Prakash Jindal
1987/88

PURCHASER.

2. Anjanikumar Dubey
61 C.R. Avenue
Kolkata - 70

Drafted by me.

[Signature]
(Manish Kumar Mishra)
Advocate

TRUE COPY ATTESTED

[Signature]
KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No. 2700/04
8 & 3, Bankshall Street
Kolkata - 700 001

02 MAR 2006

RECEIVED from the within-named Purchaser the above mentioned sum of Rs.1,60,52,400.00p.(Rupees One Crore Sixty Lacks Fifty Two Thousand Four Hundred)Only as per memo below : -

Sl	Bank's Name.	Cheque No.	Branch.	Date.	Amount (Rs).
1.	ICICI Bank Ltd.	164135.	R.N.Mukherje Road	16.01.06	70,00,000.
2.	State Bank Of India.	160757.	Commercial. N.S.Road.	21.01.06	41,21,000.
	ICICI Bank Ltd.	164698.	R.N.Mukherje Road	30.01.06	49,31,400.
TOTAL RS.					1,60,52,400.

(Rupees One Crore Sixty Lacks Fifty Two Thousand Four Hundred) Only

1. Anpraskark Suthar
52, Chowringhee Road
Kotkala - 700071

2. Martindale.
52, Charmingblue Road
Kolkata - 700071

1. N. M. Mehta
(NUMAZAR DORAB MEHTA)
2. Bahadur Savaksha Postwalla
(BAHADUR SAVAKSHA POSTWALLA)
3. Cyrus Jamshed Madan
(CYRUS JAMSHED MADAN)
4. Rohinton Jal Indorewalla
(ROHINTON JAL INDOREWALLA)
5. Russi Ardesheer Jeejeebhoy
(RUSSI ARDESHIR JEEJEEBHOY)

(All Trustees of Calcutta Zoroastrian Community's Religious and charity Fund)

charity Fund)
TRUE COPY ATTESTED

KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No-2700/04
8 & 3, Bankshall Street
701-700 04

02 MAR 2006

SPECIMEN FORM FOR TEN FINGERPRINTS



N. N. N. N.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



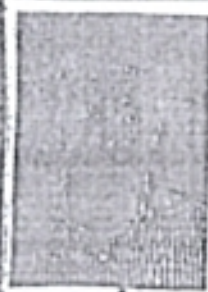
B. S. S. S.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



S. S. S. S.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



S. S. S. S.

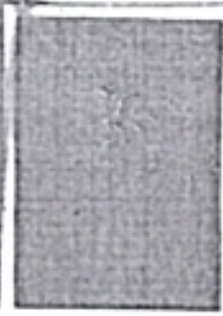
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

KAMAL KUMAR PAL
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Regd. No-2700/04
A-2, Bankhall Street
KOL-700 001

02 MAR 2006



SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

TRUE COPY ATTESTED

KAMAL KUMAR PAUL
Notary, Govt. of India
Regd. No-2700/04
8 & 3, Bankshall Street
KOL-700 001



.....
 DATED THIS THE 11 FEBRUARY 2006

CALCUTTA ZOROASTRIAN
 COMMUNITY'S RELIGIOUS AND
 CHARITY FUND.

VENDORS.

AND

PRAKSH PLY CENTRE PRIVATE LTD.

PURCHASER

441 Registrar of Assurances &
 Kolkata

28/2/06

CONVEYANCE



441 Registrar of Assurances &
 Kolkata

PT. MANISH KUMAR MISHRA
 ADVOCATE
 HIGH COURT, CALCUTTA
 "RAJAKATRA" 2ND FLOOR,
 167, NETAJI SUBHASH ROAD
 KOLKATA-700 007
 TRUE COPY ATTESTED

KAMAL KUMAR PAU
 Notary, Govt. of India
 Regd. No-2700/04
 1 & 3, Bankshall Street

02 MAR 2006