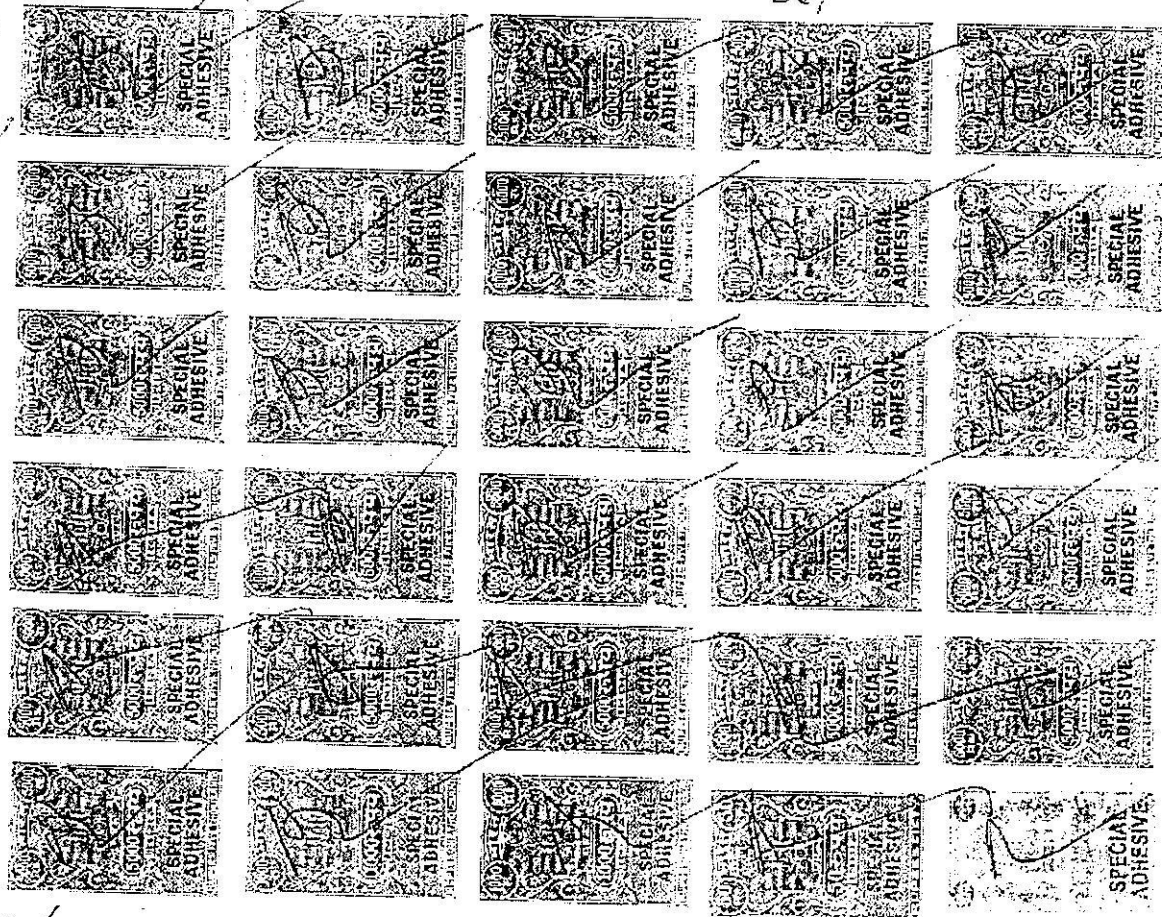


Imp Informations: Area - 11 Latha & Chhawan
Punahar - 1200 Meters P.H. 140.

Provision No - 231, Roy Bahadur Road (Western portion)
Kolkata - 700 034.



22/11/89
5/12/89



3743700

22/11/89
A 24189

23/11/89

TAMP APPLD
28/11/89

A24189
22/11/89
23/11/89

Coleman (2001)

45758
111.87
92.60

12/11/89

THIS INDENTURE OF CONVEYANCE made this 25 day of December Two Thousand and Six BETWEEN (1) BISWANATH CHOUDHURY
son of Late Mangi Lal Choudhury and (2) (S.M.) BIMLA DEVI CHOUDHURY wife


[Signature]
बिमला देवी

18552

SHASHI KANT KHOSLA PRIVATE LIMITED
Shashi Kant Khosla
SHASHI KANT KHOSLA

20.01.55
 Presented For Registration
 at Kolkata Registration Office
 on 20th days of Jan 1955
Shashi Kant Khosla
on behalf of the company

I
C
I
T
F
e
S
V
A


18552

Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla

18552
 ADDITIONAL REGISTRAR OF
 ASSURANCES-I, KOLKATA
8/12/55

Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla

- 1) *Shashi Kant Khosla*
Shashi Kant Khosla
Shashi Kant Khosla
- 2) *Shashi Kant Khosla*
Shashi Kant Khosla
Shashi Kant Khosla
- 3) *Shashi Kant Khosla*
Shashi Kant Khosla
Shashi Kant Khosla

B.
C.
D.

18552

Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla


Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla
Shashi Kant Khosla

18552
 ADDITIONAL REGISTRAR OF
 ASSURANCES-I, KOLKATA
8/12/55

of Biswanath Choudhury both residing at 231, Roy Bahadur Road, Kolkata - 700 034 hereinafter referred to as "the **VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **ONE PART AND SAKET PROMOTERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 46 B. B. Ganguly Street, Kolkata-700012 hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

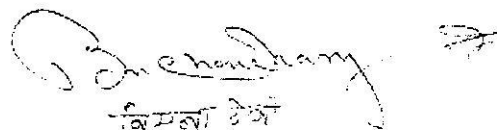
WHEREAS :

- A. By an Indenture of Conveyance dated 3rd April, 1967 and registered with the Joint Sub Registrar, Alipore, Behala in Book No. 1 Volume No. 32 Pages 261 to 264 Being No. 1852 for the year 1967 one Ram Chandra Agarwalla, for the consideration therein mentioned, sold conveyed and transferred unto and to the Vendors herein **ALL THAT** piece or parcel of land containing an area of 16 Cottahs 08 Chittacks (27 Sataks) more or less situate lying at and being a entire R.S. Dag No. 725/1519 and portion of R.S. Dag No. 725/1525 recorded in R.S. Khatian No. 1179, J.L. No. 9, Touzi Nos. 159, 206 and 210 in Mouza Punja Sahapur under Police Station Behala in the District of South 24 Parganas morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **LARGER PREMISES**" together with all structures appurtenances fixtures and all easements absolutely and forever.
- B. The Larger Premises was assessed as municipal holding No. 208/1 Roy Bahadur Road and thereafter renumbered as 231 Roy Bahadur Road, Kolkata and is known as 231 Roy Bahadur Road, Kolkata under Ward No. 118 of the Kolkata Municipal Corporation.
- C. The name of the Vendors have been mutated in the records of the Kolkata Municipal Corporation as owners in respect of the Larger Premises.
- D. The Vendors have contracted with the Purchaser for sale of **ALL THAT** divided and demarcated portion containing an area of 11 Cottahs 02 Chittacks more or less on the western side of the Larger Premises fully described in the **SECOND SCHEDULE** hereunder written, free from all encumbrances mortgages charges liens leases tenancies occupancy rights lis pendens attachments uses debutters


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trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever and with complete vacant peaceful possession (save only the occupation of certain rooms in the building at the said premises by monthly tenants under the Vendors, particulars of whom are mentioned in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as 'the **TENANTS**') at or for the consideration of Rs. 22,00,000.00 (Rupees twenty two lacs) only.

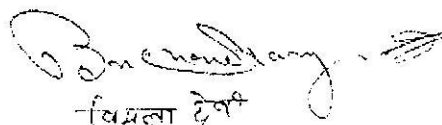
I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 22,00,000.00 (Rupees twenty two lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do hereby grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** messuages tenements hereditaments premises dwellings houses and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 11 Cottahs 02 Chittacks more or less situate lying at and being a divided and demarcated portion on the western side of premises no. 231, Roy Bahadur Road, Kolkata - 700 034 and forming entire Dag No. 725/1519 and portion of Dag No. 725/1525 both recorded in R.S. Khatian No. 1179, J.L. No. 9, Touzi Nos. 159, 206 and 210 in Mouza Punja Sahapur under Police Station Behala in the District of South 24 Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES**" **TOGETHER WITH** all and singular the tangible and intangible assets edifices fittings, fixtures gates courts courtyards compound boundary walls on all sides, areas sewers drains ways paths passages common passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND TOGETHER WITH** full free and unfettered rights of easement and of ingress and egress and of passage and laying of utilities and connections over along and under the common roads, passages and pathways abutting the said premises fully and in all manner **AND** all the Raiyati and other estate right title interest use trust property claim easements quasi easements privileges and demand whatsoever both at law or in equity of the Vendor into out of or upon the


Purchaser

properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TO HAVE AND TO HOLD** the said premises and all properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment claims demands and liabilities whatsoever or howsoever subject only to the tenancy of the said Tenants in respect of portions of the said premises as recited hereinabove in part.


II. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors done omitted executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free


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from all claims demands encumbrances mortgages charges leases tenancies occupancy rights liens attachments restrictive covenants lispendens uses debutters trusts prohibitions claims demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or their predecessors-in-title save and except the tenancy of the said Tenants in respect of portions of the said premises as recited hereinabove in part.

- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest encumbrances mortgages charges liens leases tenancies occupancy rights attachments lispendens uses debutters trusts restrictions restrictive covenants prohibitions acquisition requisition alignment claims demands alignment and liabilities whatsoever or howsoever created by the Vendors or any person or persons claiming as aforesaid save and except the tenancy of the said Tenants in respect of portions of the said premises as recited hereinabove in part.
- (vi) **AND THAT** the Vendors have represented and assured the Purchaser that they are the sole and absolute owners of the said premises having clear good marketable title thereto and save and except the Vendors (and the said Tenants as such tenants) has ever claimed any right title or interest whatsoever or howsoever therein and shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof and from all losses damages costs claims demands and proceedings that may be suffered by the Purchaser because of any defect or deficiency in title of the Vendors or any claim of howsoever nature by any person relating to the said premises.
- (vii) **AND THAT** the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so



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to be through under or in trust for the Vendors or its predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser or any person or persons do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

- (viii) The Vendor unless prevented by fire or some other irresistible force shall upon every reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser and all persons claiming any right title or interest through under or in trust for the Purchaser or to their attorneys or agents for inspection the title deeds in connection with the Larger Premises and/or the said premises and also shall at the like requests and costs of the Purchaser and all persons claiming as aforesaid deliver to them or any of them attested or xerox copies therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. AND THE VENDORS DO HEREBY DECLARE AND ASSURE THE PURCHASER as follows :-

- a) **THAT** the said premises or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings against the Vendors for realisation of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any Acts for the time being in force.
- b) **AND THAT** as far as the Vendors are aware, the said premises or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or any Government or any other Public body or authorities.
- c) **AND THAT** as far as vendors are aware, no declaration or notification is made or published for acquisition or requisition of or alignment on the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being



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in force and that the said Premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever.

- d) **AND THAT** there is no impediment under the provisions of the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953 or the West Bengal Non Agricultural Tenancy Act, 1949 or any other act or legislation or otherwise for the Vendor to grant sell convey transfer assign and assure the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser in the manner aforesaid.
- e) **AND THAT** there is no action, suit, appeal or litigation in respect of the said premises or in any way concerning the said Premises or any part or share thereof pending before any court of law or filed at any time heretofore. That since the date of purchasing the said Premises by the Vendors, no person (save the said Tenants, as such tenants), has claimed any right title interest or possession whatsoever in the said Premises or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceedings in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding. Save and except the Vendors no other person can claim any right title or interest whatsoever in the said Premises or any part thereof.
- f) **AND THAT** the Vendors are uninterruptedly and exclusively in open and peaceful possession of the said Premises and every part thereof since the date of purchase without any disturbance obstruction claim or objection whatsoever from any person or persons.
- g) **AND THAT** all rates, taxes, khajana, land revenue, electricity charges etc., and other outgoings and impositions payable in respect of the said Premises has duly been paid and there is no amount in arrears or outstanding in connection therewith.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(LARGER PREMISES)

ALL THAT pieces or parcels of land hereditaments and premises containing an area of 16 (sixteen) Cottahs and 08 (eight) Chittacks more or less situate lying at and being a premises No. 231 Roy Bahadur Road (formerly premises No. 208/1 Roy Bahadur Road), Kolkata - 700 034 within the limits of Kolkata Municipal Corporation, Joint Sub - Registrar, Alipore and comprised of the entire R. S. Dag Nos. 725/1519 and portion of R. S. Dag No. 725/1525 recorded in R. S. Khatian No. 1179. J. L. No. 9, R. S. No. 180,


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Touzi Nos. 159, 206 and 210 in Mouza Punja Sahapur under Police Station Behala in the District of South 24 Parganas and butted and bounded as follows:

On the NORTH : partly by house of Sunil Ghosh and partly by boundary wall;
 On the EAST : by property of Draupadi Devi Chowdhary;
 On the SOUTH : by Roy Bahadur Road;
 On the WEST : by 12 feet wide road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

ALL THAT messuages tenements hereditaments premises dwelling house and structures together with the piece or parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 11 Cottahs 02 Chittacks more or less situate lying at and being a divided and demarcated portion on the western side of premises No. 231 Roy Bahadur Road, Kolkata - 700 034 (fully described in the **FIRST SCHEDULE** hereinabove written) within the limit of Kolkata Municipal Corporation (South Suburban Unit) and comprised of the entire R.S. Dag No. 725/1519 and portion of R.S. Dag No. 725/1525 recorded in R.S. Khatian No. 1179, J.L. No. 9, Touzi Nos. 159, 206 and 210 in Mouza Punja Sahapur under Police Station Behala in the District of South 24 Parganas as delineated in the plan, being Annexure 'X', annexed hereto and duly bordered thereon in "RED" and butted and bounded as follows:

On the NORTH : by house of Sunil Ghosh;
 On the EAST : by remaining portion of the Larger Premises;
 On the SOUTH : by Roy Bahadur Road;
 On the WEST : by 12 feet wide road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(TENANTS)

<u>NAME OF TENANT</u>	<u>AREA UNDER OCCUPATION (Approx.)</u>	<u>MONTHLY RENTAL</u>
Sapan Dass	30 Sq. ft. (one room) outside the	Rs 110/-

[Handwritten signature]
 for the said

*Key water
 105 - 2
 118*

	main gate but within the premises	
Harish Chandra	170 Sq.ft. (one room)	Rs.200/-
Pandit Tiwari	170 Sq.ft. (one room) rent given to Rent Controller	Rs. 50/-
Ram Chandra Mawandia	340 Sq.ft. (two rooms)	Rs.400/-
Pradip Mawandia	170 Sq.ft. (one room)	Rs.400/-
Ram Awtar Patwari	170 Sq.ft. (one room)	Rs.200/-
Giniya Patwari	170 Sq.ft. (one room)	Rs.150/-
Gyan Dutt Tiwari	170 Sq.ft. (one room) rent given to Rent Controller	Rs. 40/-
Dropati Harnathka	170 Sq.ft. (one room)	Rs.200/-

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 withinnamed
VENDORS at Kolkata in the
presence of:

Smt. Chellur
231, K. S. S. Rd.
M-34
Suresha Chowdhury
Advocate
36 Bimoshibolla Main Road, Kol-38

Suresha Chowdhury
Advocate
08/12/06

Read over and explained the contents
of the Deed in Hindi

Suresha Chowdhury
Advocate
08/12/06

SIGNED SEALED AND
DELIVERED on behalf of the
withinnamed PURCHASER,
SAKET PROMOTERS PRIVATE
LIMITED by its Director
Mr. S. K. Khetan pursuant to the
Board Resolution dated 28/11/2006
at Kolkata in the presence of:

SAKET PROMOTERS PRIVATE LIMITED

S. K. Khetan
Director
(S. K. Khetan)

Keerat Chatterjee
Advocate
Parking G. H. 2 Co.,
7B K. S. S. Rd. B. S.
Kolkata - 700 001.

Abinash Kishor
713 - K. S. S. Rd.
Kolkata - 700 001

RECEIPT:

Received of and from the withinnamed Purchaser the withinmentioned sum of Rs. 22,00,000 00 (Rupees twenty two lacs) only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION

1. By a Cheque No.345574 dated 7th October 2006 of Union Bank of India, High Court Branch, Kolkata taken out by the Purchaser in favour of Biswanath Choudhury for...

Rs. 11,00,000.00

2. By a Cheque No.350647 dated 24th November 2006 of Union Bank of India, High Court Branch, Kolkata taken out by the Purchaser in favour of Smt. Bimla Devi Choudhury for...

Rs. 11,00,000.00

Rs. 22,00,000.00

(Rupees twenty two lacs) only.

WITNESSES:

Satish Chakraborty
231, RA Bahadur Road
Kolkata - 700 014

Saestha Choudhury
Advocate

Rajindranath Adeshit
7 B. K. S. Nayak Rd.
Kolkata - 700 014

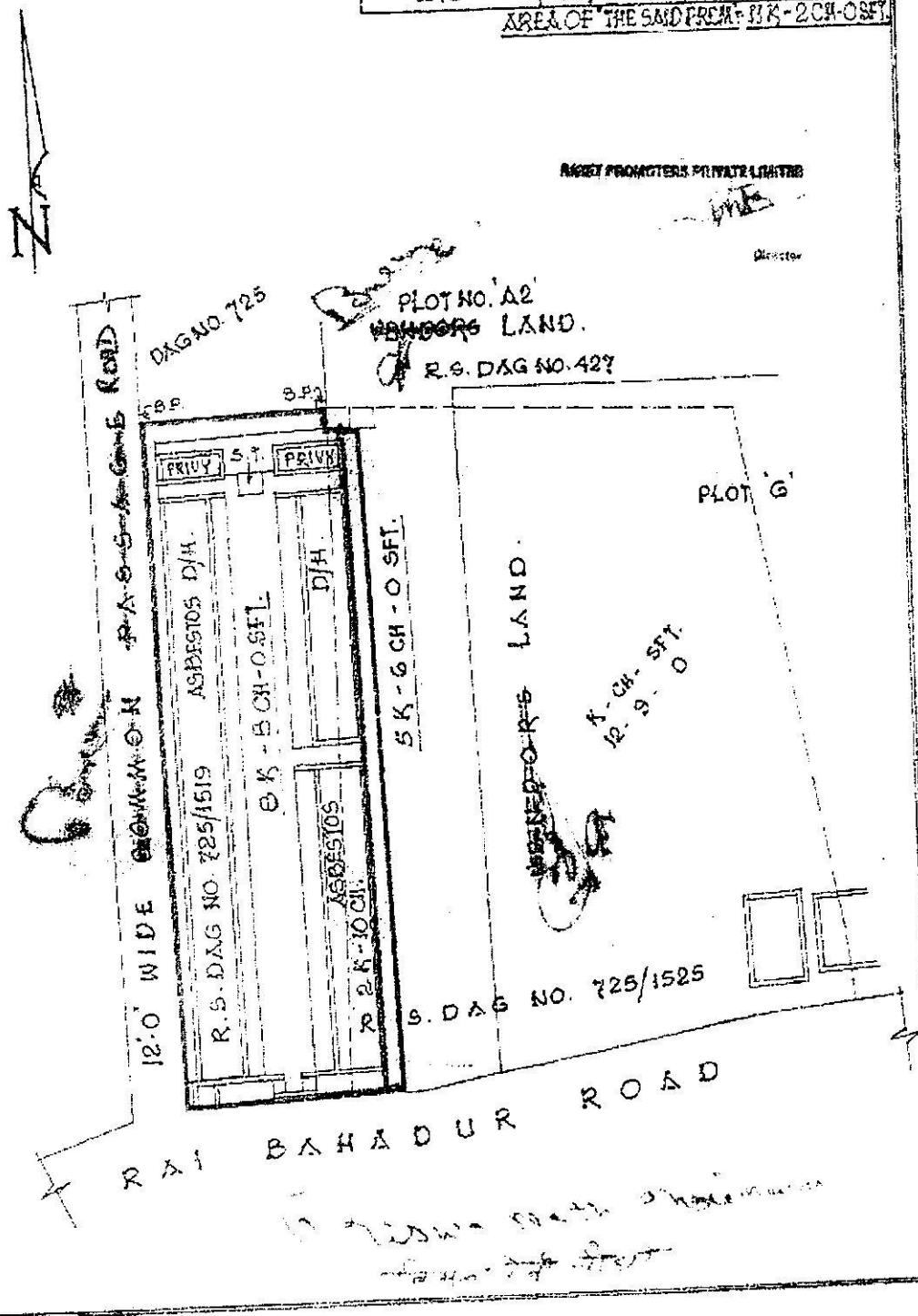
Biswanath Choudhury
বিস্বনাথ চৌধুরী
8/11/06












PLAN SHOWING PORTION OF PREMISES NO. 231, ROY
 BAHADUR ROAD, KOLKATA-700 034. MOUZA-PUNJA SAHAPUR.
 J.L.NO.9, R.S.NO.180, TOUZI NO.159, 206 & 210. R.S.KHATIAN NO.1179.
 R.S.DAG NOS. 725/1519 & 725/1525(PART). P.S. BEHALA. DIST.-24 Pgs(9)
 SCALE - 33'-0" = 1"












NOTE:












R.S.KHATIAN NO.	R.S.DAG NO.	AREA. K - CH. - SFT.
1179	725/1519	8 - 8 - 0
1179	725/1525(P)	2 - 10 - 0

AREA OF THE SAID PREMISES - 11 K - 2 CH - 0 SFT.



		<i>Finger prints of the executant</i>				
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

		<i>Finger prints of the executant</i>				
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

		<i>Finger prints of the executant</i>				
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

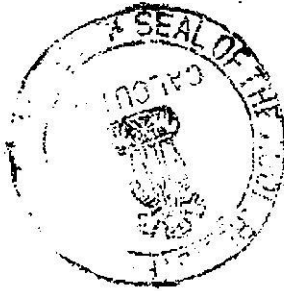
Registered in
BOOK NO. 7
VOLUME NO. 1
PAGE NO. 1 to 14
DEED NO. 367
YEAR 2007

DATED THIS 28th DAY OF DECEMBER 2006

BISWANATH CHOUDHURY & ANR.

... VENDORS

PR- 7
Vol- 7
Page- 1 to 14
Deed- 367/2007



ARA- T. Kolkata

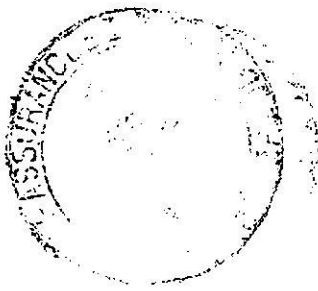
AND

SAKET PROMOTERS PRIVATE LIMITED

... PURCHASER

1/2/07

CONVEYANCE



PANKAJ SHROFF & COMPANY

Advocates

7B, Kiran Shankar Roy Road,
Kolkata - 700001.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA.

Sealed
11/2/07

1/2/07