

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

District:-Kolkata

Endorsement For Deed Number: I - 02901 of 2011

(Serial No. 02145 of 2011)

On 22/02/2011

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

-Presented for registration at 18.00 hrs on :22/02/2011, at the Private residence by Debashis Guha ,Claimant.

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

Execution is admitted on 22/02/2011 by

- 1. Mahesh Bhagavanji Desai
- Authorised Signatory, M/s Legrand (India) Pvt Ltd, Block- D, 4th Floor, 11 A, Rowdon Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700017.
 By Profession: Others
- Debashis Guha

Director/ Authorised Signatory, M/s Octagone Concrete Croations Pvt Ltd, 39, Shakespeare Sarani (5th Floor), Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700017, By Profession: Others

Identified By Vijay Singh Baid, son of B C Baid, 64 B, B C Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700019, By Caste: Hindu, By Profession: Business.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 23/02/2011

Payment of Fees:

Amount By Cash

Rs. 180220/-, on 23/02/2011

(Under Article: A(1) = 180213/- ,E = 7/- on 23/02/2011)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-16383120/-

Certified that the required stamp duty of this document is Rs.- 1146828 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 1146828/- is paid90776421/02/2011State Bank of India, INDUSTRIAL FINANCE KOLKATA, received on 23/02/2011

(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

04/03/2011 17:15:00



Government Of West Bengal

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

Endorsement For Deed Number : I - 02901 of 2011 (Serial No. 02145 of 2011)

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 04/03/2011

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

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

Payment of Fees:

Amount By Cash

Rs. 0/-, on 04/03/2011

Exempted (on 04/03/2011)

(Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

> (Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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DEED OF SALE

04.03.11

This Deed of Salo is made on this 22nd day of February, 2011 by and between M/S. LEGRAND (INDIA) PVT. LIMITED (formerly MDS Switchgear Pvt. Ltd), a Company registered under the provisions of the Companies Act. 1956 and having its regional office at 11A, Rowdon Street, 4th Floor, Block 'D', Kolkata - 700 017 (Client to check) (hereinafter referred to as VENDOR' and the PARTY OF THE FIRST PART) which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its heirs, executors administrators and assigns:

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CHAMPER ROY FOOD K. SINGHI & CO. 2 1 FEB 2011 S. CHATTERIEE Licensed Staing Vendor C. C. Court 2&3, K. S. Roy Road, Kol-1 I doublished by me occupata - Business Cyp. B. C. Avad Kalledo - 70,009

AND

M/s Octagon Concrete Creations Pvt. Ltd. a Company registered under the provisions of the Companies Act. 1956 and having its registered office at 39 Shakespeare Sarani (Fifth Floor) Kolkata – 17 (hereinafter referred to as 'PURCHASER' and the PARTY OF THE SECOND PART) which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its heirs, executors administrators and assigns;

WHEREAS

A By an Indenture of Conveyance dated 15th day of June, 1985 entered into between Sourendra Chandra Gooptu son of Late Krishna Kishore Gooptu, their referred to as the VENDOR of the One Part and Pramod Kumar Khaitan son of Late Kanhaiyalal Khaitan therein referred to as the PURCHASER of the other Part and registered of with the Registarar of Assurandes, Calcutta in Book No. I, Deed No. 8725 Volum No. 190 Pages 359 to 370 and Being No .8725 for the year 1985 the said Sourendra Chandra Gooptu sold transferred conveyance assigned and assured unto the said Pramod Kurnar Khaitan free from all encumbrances and liabilities whatsoever ALL THAT the piece or parcel of land measuring 6 cottahs and 12 Chittacks be the same a little more or less together with Durwan's quarter erected thereon or on part thereof situate and lying at and being the back portion of the northern side of the demarcated portion of premises No. 11 & 11/1 Rowdon Street (now known as Sarojini Najdu Sarani) in the Municipal town of Calcutta morefully and paticulary mentioned and described in the schedule thereunder written and hereinafter for the sake of brevity referred to as Plot A morefully and particularly described in Part-1 of the First Schedule hereunder written and coloured blue in the map or plan annexed hereto and Marked 'X'





THE VIEW DAYS

- B. By another Indenture of convoyance dated 15th June 1985 and entered into between Birendra Chandra Gooptu son of Late Krishna Chandra Gooptu therein referred to as the VENDOR of the One Part and Anudarsh Properties Pvt. Ltd. An existing Company within the meaning of the Companies Act 1956 and having its Registered office at 1. Chittaranian Avenue, Calculta herein referred to as the PURCHASER of the other Part and registered with the Register of Assurances Calcutta in Book No. I Deed No. 8693 Volume No. 180 Pages to 492 and being. No. 8693 for the year 1985 the said Birendra Chandra Gooptu sold transferred conveyed assigned and assured unto the said Anudarsh Properties (P) Ltd. free from all encumbrances and charges whatsoever All That pieces or parcel of Land containing an area of 7 Cottans and 4 Chittacks be the same a little more or less together with a one storeyed building on the Easteren side thereof facing Rowdon Street situate thereon or on part thereof being demarcated Northern Portion of premises no. 11 & 11A, Rowdon Street (now known as Sarajini naidu Sarani) in the Municiapl town of Calcutta morefully and particularly described in the schedule thereunder written and for the sake of brevily referred to as Plot- B morefully and particularly described in Pat II of the First Schedule hereunder written and marked with the colour (Red) in the map or plan annexed hereto and marked 'X'
- C By an agreement dated 25" day of March, 1985 for the terms mentioned therein the said Pramod Kumar Kahitan handed over Plot A to the said Anudarsh Properties (P) ltd. For the purpose of construction of one common building in accordance with the plan to be sanctioned by the Municipal Corporation of Calcutta on due amalgamation of the said two Plots 'A' & 'B'.
- D. The said piece and parcel of lands were accordingly amalgamated and corporation of Calcutta duly sanctioned amalgamated and corporation of Calcutta duly sanctioned the plan for construction of a multi storeyed office





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 cum – residential building consisting of basement, ground plus five floors being the Plan No. BS/ 52 dated 1.7.1986 on the said two Plots A & B.

- F By virtue of the said amalgamation the said Plots A & B were commonly renumbered as Municipal Premises No. 11A, Rowdon Street and the VENDOR therein became joint absolute owners of the said Plots A' & 'B' and absolutely seized and possessed of and / or other—wise well and sufficiently entitled to All that pieces and parcel of land measuring about 6 Cottahs and 12 Chiltacks being Plot 'A' and 7 Cottahs and 4 Chittacks being Plot 'B' aggregating to 14 Cottahs be the same a little more or less delineated in Blue & (Red) respectively and the total aggregate of 14 Cottans in black) on the map annexed hereto and situated and lying at and now being premises No. 11A. Rowdon Street (now known as Sarojini Naidu Sarani) Calcutta and morefully and collectively described the Second Schedule hereunder written.
- Private Limited & Pramod Kumar Khaitan of the ONE PART and M/s. MDS Switchgear Pvt. Ltd of the OTHER PART, and M/s. MDS Switchgear Pvt. Ltd of the OTHER PART, and M/s. MDS Switchgear Pvt. Ltd agreed to purchase ALL That the undivided share of interest in the said land (morefully and particularly described in the First Schedule thereunder written) in his/ their name and/or his / her their nominees and assigns (hereinafter for the sake of brevity referred to as "The Purchase Agreement").
- By another Agreement dated 1.8.1988 entered into between Anudarsh Properties Pvt. Ltd. Therein referred as the Developer of the one Part and MDS Switchgear Pvt. Ltd therein referred to as PURCHASER of the other Part (hereinafter for the sake of brevity referred to as the "Construction Agreement") the said Developer agreed to erect construct and complete all that Unit No. D on the 4th floor of the building to be constructed on the said land together common parts (hereinafter called the "Said Unit") for the consideration and on the terms and conditions contained in the said







Construction Agreement with the intent that the PURCHASER shall always remain the owner of the said Unit.

- H. In pursuance of the said plan and in terms of the Construction Agreement, the Developers has constructed and completed a multi-storied building in accordance with the sanction Plan and the PURCI IASER has from time to time made full payment of and/or reimbursed the amount of construction to the Developer in terms of the said construction agreement and the Developer has already put the PURCHASER in possession of the said Unit I the PURCHASER have fully satisfied themselves as to the title of the VENDOR and also to the specifications, quality, and workmanship of the construction made at the said premises.
 - By an indenture of conveyance dated 25th September 1989 BETWEEN ANUDARSH PROPERTIES (P) LTD, an existing Company within the meaning of the Companies Act, 1956 and having its registered office at No. 1. Chittaranjan Avenue, Calcutta - 700072 AND PRAMOD KUMAR KHAITAN son of Late Kanhaiyalal Khaitan by religion Hindu by occupation Attorney at Law at present residing at 11. Mayfair Road, Calcutta 700 019, therein jointly called 'THE VENDOR' (which term or expression shall unless excluded by or repugnant to the on text or subject be deemed to mean and under their respective heirs, legal representatives, executors, administrators, successor or successors in office and assigns) of the ONE PART A N D MESSRS MDS SWITCHGER (P)LTD. An existing Company within the meaning of the Companies Act 1956 and having its registered office Prospect Chambers, No 317/21 Dr. D.N. Road, Mumbai - 400 001 and now shifted to 61& 62 Kalpataru Square, Off Andheri Kuria Road, Andheri (F), Mumbai - 400059 therein called 'THE PURCHASER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the OTHER PART, the said premises was sold to MDS SWITCHGER (P) LTD





- J. MDS Switchgear Pvt. Ltd was changed to Legrand (India) Pvt. Limited consequent upon a fresh Certificate of Incorporation issued by the Registrar of Companies, Mumbai dated January 1, 2004.
- K. Thus, Legrand (India) Pvt. Limited the VENDOR herein is the legal owner and is in the lawful possession of the said office premises and is having its Registered Office at the address 61 & 62 Kalpataru Square, Off Andheri Kurla Road, Andheri (E) Mumbai 400059. mentioned in the Cause Title.
 - That the PURCHASER herein has agreed to purchase the said office premises together with all proportionate rights over the common areas available, from the VENDOR and the VENDOR has agreed to sell the same to the PURCHASER at (Rs.10,000/- Per Sq. Ft x 1,534 Sq. Ft.) for a total consideration of Rs.1,53.40,000/= (Rupees One Crore Fifty Three Lacs Forty Thousand Only) on the terms and conditions embodied in this Deed of Sale.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs 1,53,40,000/= (Rupees One Crore Fifty Three Lacs Forty Thousand Only) only of good and lawful money of Union of India well and truly paid by the PURCHASER to the VENDOR on or before the execution of these presents (the receipt whereof the VENDOR do and doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do and each of them doth hereby acquit, release and for ever discharge the PURCHASER as also the said Property), the VENDOR do and doth hereby sell, grant, convey, transfer, assign and assure unto the PURCHASER ALL THAT the said property, as more fully described in the Second Schedule written hereunder and delineated in the MAP or PLAN annexed hereto and bordered RED thereon , free from all encumbrances, charges, lispendens, trusts, and/or attachments whatsoever. OR HOWSOEVER OTHERWISE the said property now are or is or at any time or





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times henceforth was or were situated butted, bounded, called, known, numbered, described and distinguished together with all buildings, yards, courtyards, areas, gardens, drains, fences, hedges, sewers, paths, walls, passages, easements, waters, water-courses and appurtenance and all manner of ancient and other lights, rights, liberties, privileges, advantages, emoluments, appendages, whatsoever thereunto belonging or any part thereof which the same now are or is or at any time or times heretofore were or was held, used, occupied or enjoyed accepted, reputed deemed, taken or known as part, parcel or member thereof or appertaining thereto AND ALL the reversion or reversions, or remainder or remainders and the rents, issues, profits, thereto and every part thereof and all the estate right, title and interest, claim and demand whatsoever of the VENDOR both in law or in equity into, upon or in respect of the said property together with all deeds, pattahs, writings, and other evidences of title relating therete or may any part thereof which now are or is or at any time hereafter shall or may be in the control, power, possession or custody of the VENDOR or any person or persons from whom the VENDOR may procure the same without any suit or action at Law or in equity TO HAVE AND TO HOLD the said property hereby sold, granted, transferred, conveyed or expressed or intended so to be and every part thereof unto and to the use of the PURCHASER absolutely and forever.

THE VENDOR DO AND DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

a That notwithstanding any act, deed, matter or thing whatsoever henceforth done committed or knowingly suffered by the VENDOR to the contrary, the VENDOR is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said property hereby granted, sold, conveyed, transferred, assigned and assured as an absolute and indefensible estate or an estate equivalent or analogous thereto and free from all encumbrances, lispendens, charges, trusts and/or attachment whatsoever;





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- ti That the VENDOR has full power and absolute authority and indefeasible right to grant, convey, transfer, assign the said property and every part thereof, unto and to the use of the PURCHASER in the manner aforesaid and according to the true intent and meaning of these presents.
- c. That it shall lawful for the PURCHASER at all times hereafter, peacefully and quietly to enter into upon and to hold occupy possess and enjoy the said property and every part thereof and to receive the rent, issues, and profits thereof without any lawful eviction interruption, disturbances, hindrance, claim or demand whatsoever from or by the VENDOR or from any person or persons having or lawfully or equilably claiming any estate, right, title and interest whatsoever from under the authority of or in trust, for the VENDOR and that free and clear and freely and clearly and absolutely acquilled, exonerated and forever discharged or kept otherwise well and sufficiently indemnified or kept harmless against all charges, encumbrances whatsoever made done, executed or occasioned by the VENDOR or any of their ancestors or predecessors in title.
- d. That the VENDOR and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said property or any part thereof from under the authority of or in trust for the VENDOR or from any of its ancestors shall and will from time to time and all times hereafter at every request and cost of the PURCHASER do, make, acknowledge and execute all such further or other acts, deeds, things, and assurances whatsoever for further better and more perfectly assuring the said property and every part thereof hereby sold, transferred, conveyed, assigned or assured unto and to the use of the PURCHASER in the manner aforesaid as shall or may from time to time be required.
- e The VENDORS, have handed over all the original title deeds to the purchaser evidencing the VENDORS title to the said property. The Purchaser has gone through the title deeds of the vendors and are satisfied with the title of the vendors.





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- I hat the said Property is not affected by any attachment including the attachment under any certificate cases or any proceedings initiated and commenced at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate cases or proceedings pending against the VENDOR for realization of arrears of Income Taxes and other Taxes or otherwise under the said Public Demands Recovery Act or any other act for the time being in force.
- g That VENDOR confirms that all amount of Municipal Taxes and other moneys in respect of the said Property have been paid and that no amount is outstanding to the best of the knowledge of the VENDOR and that if hereafter, any amount is demanded on account of any payment for the period prior to the date hereof, the VENDOR do hereby expressly agree and undertake to pay and satisfy the same and keep the PURCHASER indemnified of and from all consequences resulting there from and notwithstanding any such indemnity the VENDOR shall arrange for payment of all such amount to the Authorities concerned or in the alternative would pay the same to the PURCHASER, provided however, if the same is paid by the PURCHASER because of default on the part of the VENDOR to pay the same in time and in such event, the VENDOR will reimburse the same to the PURCHASER within 7 days of the PURCHASER's making payment and failing which shall pay interest thereon @ 2% per annum until payment is made.
- h That the VENDOR simultaneously with the execution of this Deed of Sale has handed over the vacant, knas and peaceful possession of the property, morefully described in the Schedule II annexed hereto.
- All out of pocket costs, charges and expenses of and incidental to this Agreement, including those of stamp duty and registration, will be borneand paid by the PURCHASER





THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT messuage and premises with the piece or parcel of revenue free land thereunto belonging and on part whereof the same is crected and built containing by admeasurement 14 Cottans be the same a little more or less now known as No 11A, Rowdon Street forming part of the South Division of the town of Kolkata and butted and bounded as follows:

On the North

By Premises No.40, Theatre Road, Kolkata

On the East

By Rowdon Street, Kolkata

On the South

By remaining portion of 11 Rowdon Street

On the West

By premises No.36, Theatre Road, Kolkata

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the Unit No. 'D' on the 4th Floor of the said Building being premises No 11A, Rowdon Street, Kolkata 700 017 having a super built up area of 1534 sq. ft more or less.



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IN THE WITNESSES WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

SIGNED, SEALED AND DELIVERED by the VENDOR at Kolkata in the presence of

SIGNED SEALED AND DELIVERED by the PURCHASER at Kolkata in the presence of PAN RAACM 50099

Segrand (India) Pvt, L42.

Luis orised Signator

Octagon Concrete Creation Pvt. Ltd.

Delo again Guha

Director / Authorised Signatory

PAN- AABF O 6308A

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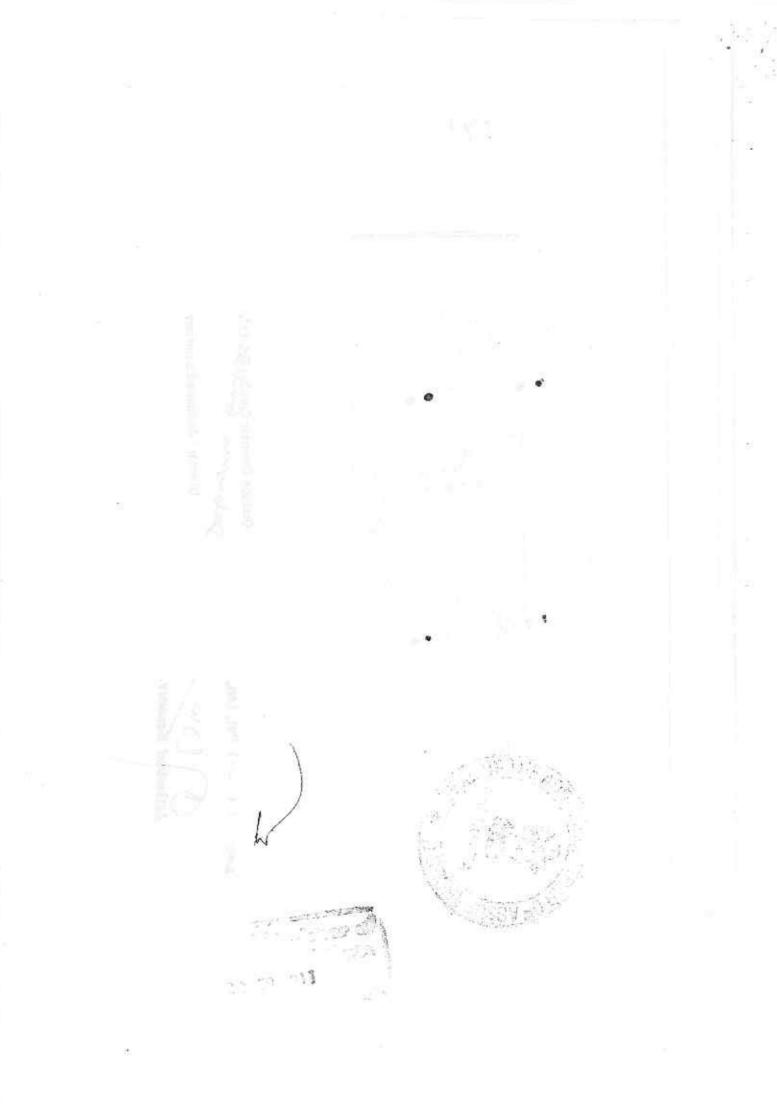


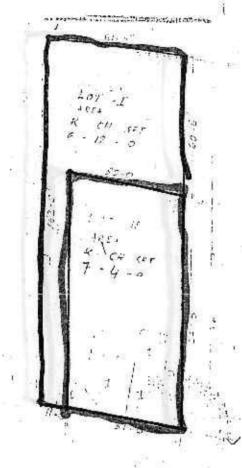
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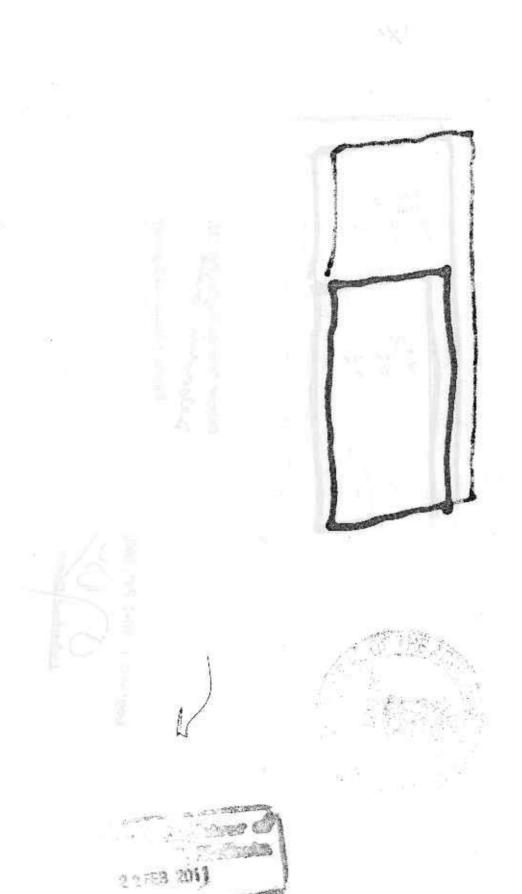
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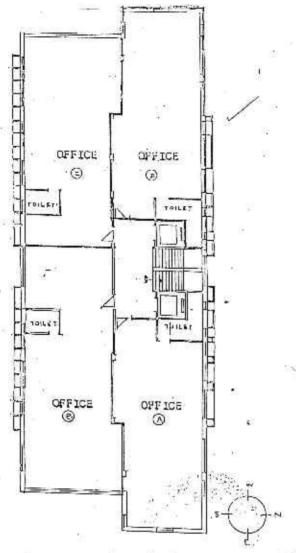
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SECOND THIRD & FOURTH FLOOR PLAN SCALE 1 1 200

LLA SARAJINI NAIDU SARANI CALCUSTA (FORMER : RAWDON STREET)

Octagon Concrete Creation W. Ltd.

Director / Authorised Signatory

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MDS



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MEMO OF CONSIDERATION

StNo	Amount (Rs).	Cheque/Pay Order No	Date	Bank
ť.	10,00,000/-	492069	18.11.2010	DCB Ltd
2.	1,40,00,000/-	492636	19.02.2011	-do-
3.	3,40,000/-	492640	21.02.2011	-do-

Total 1,53,40,000/-

Legiand (India) Pvt, Leg.

Octagon Concrete Creation Pvi. Ltd.

Director Authorised Signatory

1. Uğay Singh Boul

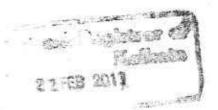
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 12 Page from 4371 to 4390 being No 02901 for the year 2011.



(Sudhakar Sahu) 11-March-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal