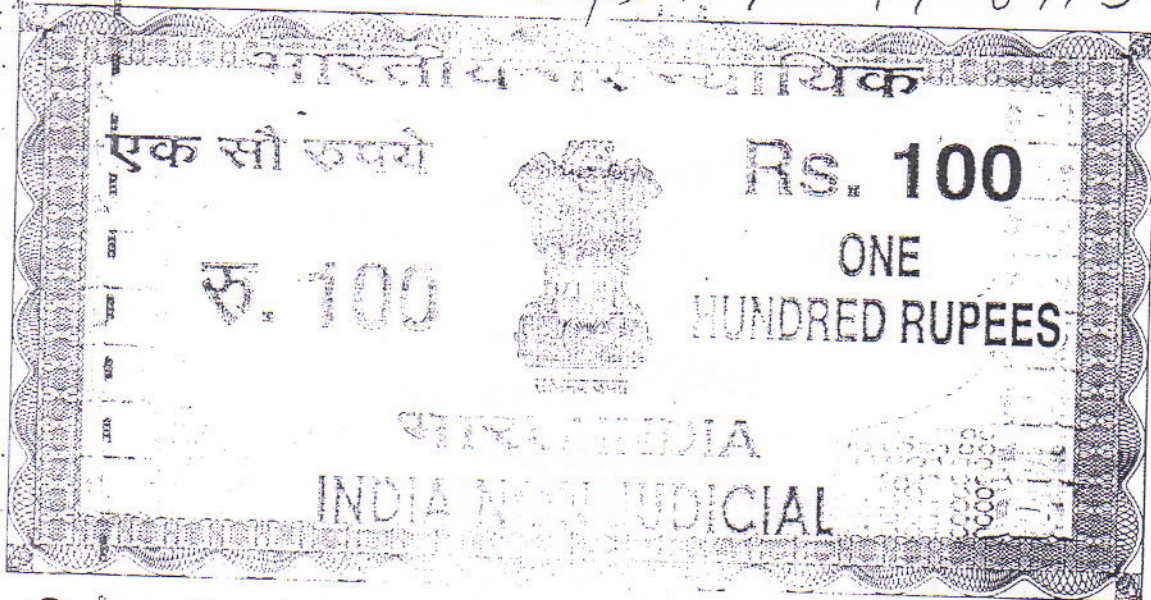


08185

vc-2356/13

1-07906/13



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

P 508070

Certified that the document is admitted to registration, the signature sheets and the enclosure sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-II
Alipore, South 24-parganas

Shah
19-1589/13
27/8/13
1, 2, 3/13

THIS DEED OF CONVEYANCE is made at Kolkata on 27th day of August Two thousand and Thirteen **BETWEEN PARK LEATHER COMPANY** a partnership firm reconstituted under Deed of Partnership dated 1st September 2005 having its place of business at 113/C, Matheswartola Road, Kolkata-700 046, PAN AAIFP5359D, represented by its partners **MR. JAVED AKHTER** alias Javed Akhtar PAN ACXPA0987H son of Late Md. Ishaque and **MRS. SHAHEDA PARVEEN** PAN AGHPP8405D wife of Javed Akhtar both residing at 44D, Shamsul Huda Road, Kolkata - 700 017 hereinafter called "the Vendor" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include

[Signature]
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[Signature] *[Signature]*

18654

06 JUN 2013

NO. ~~DA-1576~~
 SOLD TO ~~Advocate~~
 OF ~~Allpore Police Court~~
~~Kolkata-700037~~
 LICENCED STAMP VENDOR
 S.O. NETAJI SUBHAS BINA. LBS

Pr K Kum



NETI - 5186

PS GROUP REALTY LIMITED

Pr K Kum

Director

PRADIP KUMAR CHOPRA



NETI - 5187

For PARK LEATHER CO.

Javed Akhter
Partner

(JAVED AKHTER)



NETI - 5188

For PARK LEATHER CO.

Shaheda Parveen
Partner

(SHAHEDA PARVEEN)

District Sub-Registrar-III
Allpore, South 24 Parganas

Irfan Javed

(IRFAN JAVED)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 460 to 487
being No 07906 for the year 2013.



Rajendra Prasad Upadhyay
(Rajendra Prasad Upadhyay) 10-September-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal D.S.R.-III
South 24 Parganas
Alipore

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Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07906 of 2013
(Serial No. 08185 of 2013 and Query No. 1603L000015596 of 2013)

On: 27/08/2013

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

Presented for registration at 16.10 hrs on :27/08/2013, at the Private residence by Pradip Kumar Chopra, one of the Claimants.

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

Execution is admitted on 27/08/2013 by

1. Mr. Javed Akhter Alias Mr. Javed Akhtar
Partner, M/s, Park Leather Company, Pan No. Aaifp5359d, 113/c, Matheswartala Road, Kolkata,
Thana:-Tangra, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Business
2. Mrs. Shaheda Parveen
Partner, Park Leather Company, Pan No. Aaifp5359d, 113/c, Matheswartala Road, Kolkata,
Thana:-Tangra, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Business
3. Himangshu Sekhar Mondal
Dy. Ch. Mpl. Law Officer, Kolkata Municipal Corporation, 5, Surendra Nath Banarjee Road, Kolkata,
Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700013.
, By Profession : Service
4. Pradip Kumar Chopra
Director, P S Group Realty Ltd., 83, Topsia Road South, Kolkata, Thana:-Topsia, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Business
5. Ram Naresh Agarwal
Director, Angira Sales Pvt. Ltd., 169, N.S.C Bose Road, Kolkata, District:-South 24-Parganas, WEST
BENGAL, India, Pin :-700103.
Director, Bhumi Vinimay Pvt. Ltd., Pan No. Aaccb9850c, 169, N.S.C Bose Road, Kolkata,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103.
Director, Devkripa Vinijya Pvt. Ltd., Sherwood Estate, Pan No. Aaccd4722h, Block - P, Flat No:R-1,
169, N.S.C Bose Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103.
, By Profession : Business



Rajendra Prasad Upadhyay
District Sub-Registrar-III
Alipore, South 24-Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

03/09/2013 17:33:00

Endorsement



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07906 of 2013
(Serial No. 08185 of 2013 and Query No. 1603L000015596 of 2013)

6. Santosh Kr. Dugar
Director, P. K. C. & Associates Pvt. Ltd., 12 C, Chakraberia Road (South), Kolkata,
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Director, Sreome Builders Pvt. Ltd., Pan No. AaeCS4070m, 12 C, Chakraberia Road (South), Kolkata,
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Business
7. Mukund Vasudeo Kulkarni
Director, Sursarita Tie Up Pvt. Ltd., 114, Dr. L. M. Bhattacharjee Road, Kolkata, Thana:-Entaly,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014.
, By Profession : Business
8. Bhaba Sankar Pramanik
Director, Par Care Research & Medical Pvt. Ltd., P-17 A, Ashutosh Chowdhury Avenue, Kolkata,
Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
, By Profession : Business

Identified By Irfan Javed, son of Javed Akhter, 44/d, Samsul Huda Road, Kolkata, Thana:-Karaya,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017, By Caste: Muslim, By Profession:
Business.

(Srijani Ghosh)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On:29/08/2013

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.-54,40,00,008/-

Certified that the required stamp duty of this document is Rs.- 2379950 /- and the Stamp duty paid as:
Impressive Rs.- 100/-

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On:03/09/2013

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, 4 of Indian Stamp Act 1899.

Payment of Fees:



Rajendra Prasad Upadhyay
District Sub-Registrar-III
Alipore, South 24-Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

03/09/2013 17:33:00

Endorsement No. 7/013



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07906 of 2013
(Serial No. 08185 of 2013 and Query No. 1603L000015596 of 2013)

Amount By Cash

Rs. 6.00/-, on 03/09/2013

Amount by Draft

1. Rs. 748005/- is paid , by the draft number 348318, Draft Date 27/08/2013, Bank Name State Bank of India, LA MARTINIÈRE, received on 03/09/2013
2. Rs. 748005/- is paid , by the draft number 348320, Draft Date 27/08/2013, Bank Name State Bank of India, LA MARTINIÈRE, received on 03/09/2013
3. Rs. 748005/- is paid , by the draft number 348316, Draft Date 27/08/2013, Bank Name State Bank of India, LA MARTINIÈRE, received on 03/09/2013
4. Rs. 748005/- is paid , by the draft number 998612, Draft Date 27/08/2013, Bank Name State Bank of India, C I T ROAD, received on 03/09/2013
5. Rs. 748005/- is paid , by the draft number 998613, Draft Date 27/08/2013, Bank Name State Bank of India, C I T ROAD, received on 03/09/2013
6. Rs. 748005/- is paid , by the draft number 025166, Draft Date 27/08/2013, Bank Name State Bank of India, GOKHALE ROAD, received on 03/09/2013
7. Rs. 748005/- is paid , by the draft number 025167, Draft Date 27/08/2013, Bank Name State Bank of India, GOKHALE ROAD, received on 03/09/2013
8. Rs. 748005/- is paid , by the draft number 025168, Draft Date 27/08/2013, Bank Name State Bank of India, GOKHALE ROAD, received on 03/09/2013

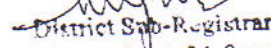
(Under Article : A(1) = 5984000/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 03/09/2013)

Deficit stamp duty

Deficit stamp duty

1. Rs. 297493/- is paid , by the draft number 348317, Draft Date 27/08/2013, Bank : State Bank of India, LA MARTINIÈRE, received on 03/09/2013
2. Rs. 297493/- is paid , by the draft number 348315, Draft Date 27/08/2013, Bank : State Bank of India, LA MARTINIÈRE, received on 03/09/2013
3. Rs. 297493/- is paid , by the draft number 348319, Draft Date 27/08/2013, Bank : State Bank of India, LA MARTINIÈRE, received on 03/09/2013
4. Rs. 297493/- is paid , by the draft number 998615, Draft Date 27/08/2013, Bank : State Bank of India, C I T ROAD, received on 03/09/2013




District Sub-Registrar-III
Alipore, South 24-Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

03/09/2013 17:33:00

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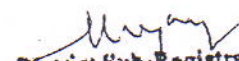
- **Government Of West Bengal**
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07906 of 2013
(Serial No. 08185 of 2013 and Query No. 1603L000015596 of 2013)

5. Rs. 297493/- is paid , by the draft number 998614, Draft Date 27/08/2013, Bank : State Bank of India, C I T ROAD, received on 03/09/2013
6. Rs. 297493/- is paid , by the draft number 025164, Draft Date 27/08/2013, Bank : State Bank of India, GOKHALE ROAD, received on 03/09/2013
7. Rs. 297493/- is paid , by the draft number 025165, Draft Date 27/08/2013, Bank : State Bank of India, GOKHALE ROAD, received on 03/09/2013
8. Rs. 297493/- is paid , by the draft number 025169, Draft Date 27/08/2013, Bank : State Bank of India, GOKHALE ROAD, received on 03/09/2013

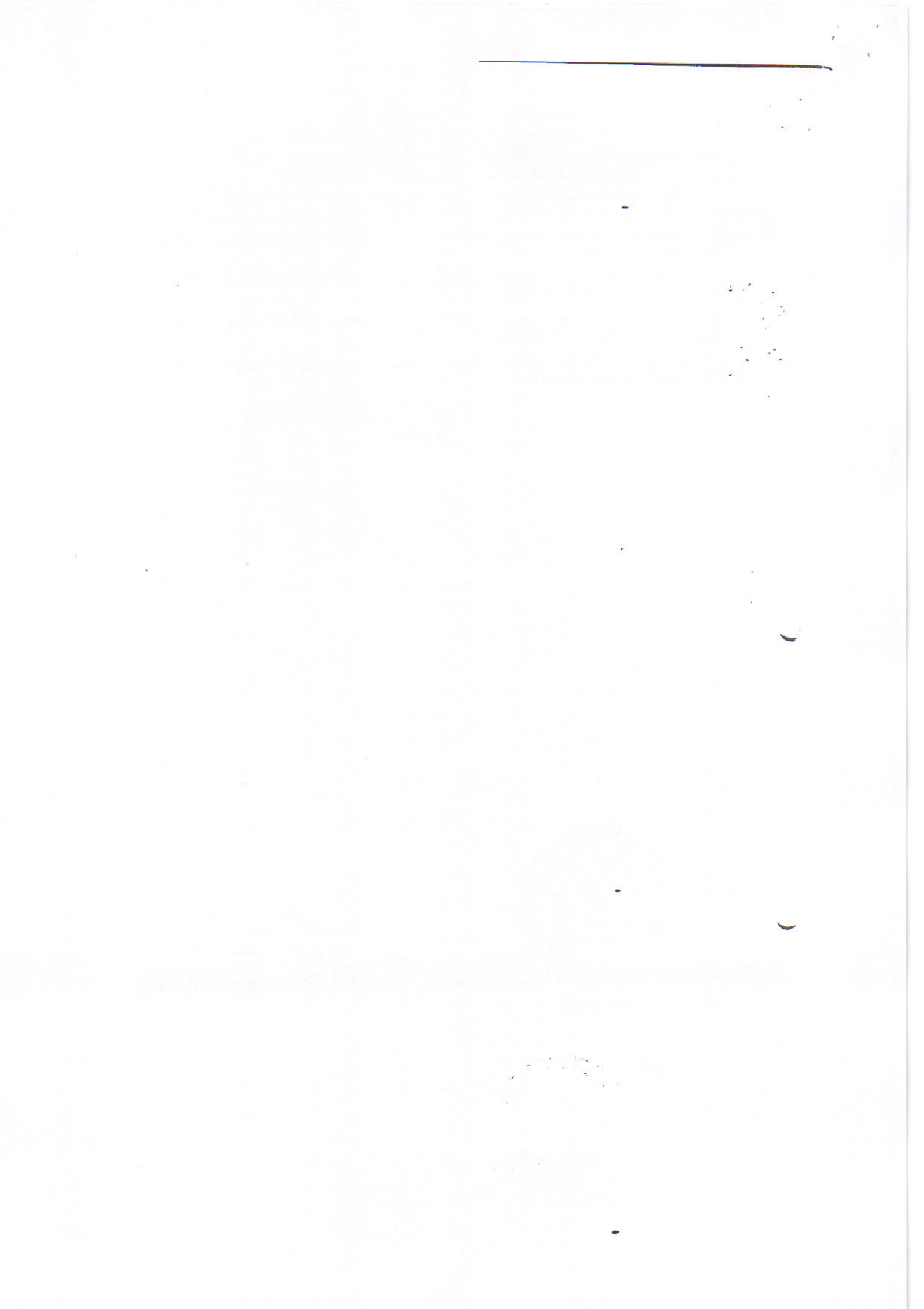
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS




District Sub-Registrar-III
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

08/09/2013 17:33:00

Endo: 08/09/2013 17:33:00



successor or successors and partner or partners for the time being of Park Leather Company and the respective heirs, executors, administrators and legal representatives of the partners of Park Leather Company) of the **FIRST PART**, (1) **PS GROUP REALTY LTD.**, a company incorporated under the Companies Act, 1956 having its Registered Office at No. 83, Topsia Road (South), Kolkata-700 046, PAN AABCP5390E, (2) **ANGIRA SALES PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 169, N.S.C. Bose Road, Narendrapur, Kolkata- 700 103, PAN AAFC9336B, (3) **BHUMI VINIMAY PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 169, N.S.C. Bose Road, Narendrapur, Kolkata- 700 103, PAN AACCB9850C, (4) **DEVKRIPA VANIJYA PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956, having its Registered Office at Duplex Flat No. R-1, Block P, Sherwood Estate, 169, N.S.C. Bose Road, Kolkata- 700 103, PAN AACCD4722H (5) **P.K.C. & ASSOCIATES PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12C, Chakraberia Road (North), Kolkata – 700 020, PAN AABCP4806B, (6) **SREOME BUILDERS PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12C, Chakraberia Road (North), Kolkata – 700 020, PAN AAEC54070M, (7) **SURSARITA TIE UP PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956 having its Registered Office at 114, Dr. Lal Mohan Bhattacharjee Road, Kolkata – 700 014, PAN AALCS0491B and (8) **PAR CARE RESEARCH & MEDICAL PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956 having its Registered Office situated at No. P-17A, Ashutosh Chowdhury Avenue, Kolkata – 700 019, PAN AADCP0842K, all the eight companies as mentioned hereinabove are hereinafter collectively referred to as “the **Purchasers**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in office/ interest and assigns) of the **SECOND PART**

AND

KOLKATA MUNICIPAL CORPORATION, a statutory body constituted under West Bengal Act, LIX of 1980 having its Central Office at 5, Surendra Nath Banerjee Road within Police Station New Market, Kolkata – 700 013 (hereinafter called “**KMC**” or “**Confirming Party**”) of the **THIRD PART**.

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NETI-5189

For P.K.C. & Associates Pvt. Ltd.

Santosh Kumar Deyan

Director

BEFORE BUILDERS PVT. LTD,

Santosh Kumar Deyan

Authorized Signatory / Director



NETI-5190

SURBARTI TIE UP PVT. LTD.

M. Q. Kulkarni

Director

MUKUND VASUDEO KULKARNI



NETI-5191

For PAR CARE RESEARCH & MEDICAL (P) LTD.

(Bhabi Sanjay (Rahani))

Director

District Sub-Registrar-III
Alipore, South, 24-Parganas
27 AUG 2013



NETI-5192

Himangshu Sekhar Mondal.
(HIMANGSHU SEK HAR MONDAL)

Dy. Chief M.P.I. Law officer.
K.M.C.


(IRFAN JAVED)

(IRFAN JAVED)

WHEREAS:-

1. The Vendor is the absolute owner of land measuring in aggregate an area of 5 (Five) Bighas and 4 (Four) Cottahs more or less comprised in Premises No. 26, Matheswartala Road, Kolkata (Assessee No.11-058-07-0089-5) and 1.65 acres (equivalent to 5 Bighas) comprised in Premises No. 27, Matheswartala Road, Kolkata (Assessee No. 11-05-80-700883) aggregating to 10 Bighas and 4 Cottahs both situated within the limits of Kolkata Municipal Corporation (hereinafter jointly referred to as "the said Property") as shown in red border in the plan annexed hereto, short particulars whereof are set out in the First Schedule hereunder written by virtue of various Deeds of Conveyance.
2. The Vendor was carrying on business of tannery and manufacturing of leather products from the said Property.
3. The Government of West Bengal issued certain notices/directions for shifting of all tanneries situated in the vicinity of E. M. Bye Pass to Kolkata Leather Complex at Bantala due to environmental reasons and pursuant to such notices/ directions of the Government of West Bengal, the Vendor was unable to carry on its tannery and leather product manufacturing business from the said Property.
4. The Government of West Bengal and West Bengal Trade Promotion Organisation (WBTPO) have set up a Complex known as "Milon Mela" at E. M. Bye Pass on the land held by WBTPO and KMC as shown in green border in the plan annexed hereto adjacent to the said Property owned by the Vendor and Milon Mela has been established for the purpose of organizing Trade Fairs and Exhibitions and inviting wider participation in export promotion such as Buyers-Sellers Meet, Export Promotion Measures, Contact Promotion, Product Specific Promotion, one to one interaction between Companies, Distributors and Dealers for business opportunities, vendor development and sales promotion etc.
5. Since the said Property has no access to the Municipal Road, the Vendor submitted a proposal to Kolkata Municipal Corporation (KMC) to construct a 16 meter wide motorable road to have proper ingress and egress to the said Property from the Municipal Road for development of the said Property and the proposal of the Vendor was considered by the then Hon'ble Mayor of Kolkata Municipal Corporation since it would be a development of City of Kolkata and also beneficial to the area adjacent to Milon Mela ground.


 M. M.











NETI - 5193

For Angira Sales Pvt. Ltd.

Ram Naam Agam
Authorised Signatory

For Bhumi Vinimay Pvt. Ltd.

Ram Naam Agam
Authorised Signatory

For Devkripa Vanijya Pvt. Ltd.

Ram Naam Agam
Authorised Signatory



Attested.
(IRFAN JAVED)
S/O JAVED AKHTAR
44/D, Shamsul Huda Road,
Kolkata - 700017.
PS. Karaya
Oce - Business

District Sub-Registrar-III
Alipore, South 24-Parganas

27 AUG 2013

6. By a Memorandum of Arrangement dated 1st October 2008 made between the Vendor of the First Part, KMC of the Second Part and WBTPPO of the Third Part, the parties thereto agreed to develop the said Property, inter alia, on the following terms and conditions :-

(a) KMC agreed in principle to allow the Vendor to develop a Hotel cum Convention Centre on the said Property at the cost and expenses of the Vendor in accordance with the proposal of the Vendor by constructing motorable road under public private arrangement for the benefit of City of Kolkata and the area adjacent to Milon Mela ground ;

(b) KMC shall construct motorable road about 171.5 meter in length and 16 meter in width on the land of KMC to have access from the existing Municipal Road to the said Property as shown in Yellow Colour in the plan annexed thereto and cost to be incurred for construction of such road will be borne by the Vendor and KMC on 50:50 sharing basis ;

(c) The Vendor shall plan and execute the Hotel-cum-Convention Centre in consultation with-WBTPPO so that the Hotel cum Convention Centre is synergistic with the objectives of Milon Mela and

(d) In consideration of KMC's agreeing to construct motorable road as aforesaid on the land of KMC on 50:50 cost sharing basis enabling the Vendor to build Hotel cum Convention Centre on the said Property, the Vendor agreed to create additional 100 car parking spaces within the said Property in addition to the car parking spaces required for the Hotel cum Convention Centre and to provide WBTPPO the said 100 car parking spaces for use by the visitors/ participants to Milan Mela at the agreed fees for parking vehicles when Milan Mela will be hosting any programme.

7. By and order No. 762-JL/O/IL-27/2008 dated 24th March 2009 passed by Government of West Bengal, Urban Development Department, the Government of West Bengal in exercise of its power under Section 20(1)(a) of Urban Land (Ceiling & Regulation) Act, 1976 exempted land measuring 12,933.877 sq.mtrs. of Park Leather Company in the public interest subject to the terms and conditions therein mentioned and consequently application of Chapter III of Urban Land (Ceiling & Regulation) Act, 1976 in respect of the land.

Handwritten notes and signatures on the left margin, including a signature and the word "New" written vertically.

Handwritten signatures and initials at the bottom of the page, including a signature that appears to be "P.L." and several other initials.



District Sub-Registrar-III
Alipore, South 24-Parganas

27 AUG 2013

8. By the Supplementary Memorandum of Arrangement dated 22nd June 2009 made between the Vendor of the First Part, KMC of the Second Part and WBTPO of the Third Part certain provisions of the Memorandum of Arrangement dated 1st day of October 2008 were modified, inter alia, to the effect that the entire cost of construction of the motorable road connecting the said Property to EM Bye Pass will be borne by the Vendor exclusively and Urban Development Department, Government of West Bengal shall review utilization of excess vacant land for the proposed purposes from time to time and may withdraw exemption granted under Section 20 (2) of Urban Land (Ceiling & Regulation) Act, 1976 vide Order No. 762-UL/0/IL-27/2008 dated 25th March 2009 issued by O.S.D. & E.O. Deputy Secretary, Urban Land Ceiling Branch, Urban Development Department, Government of West Bengal, if the said Property is found to be not utilized and the project not executed after expiry of a reasonable time period.

9. By the Second Supplementary Memorandum of Arrangement dated 20th April 2010 made between the Vendor of the First Part, KMC of the Second Part and WBTPO of the Third Part, the Memorandum of Arrangement dated 1st October 2008 as modified by the Supplementary Memorandum of Arrangement dated 22nd June 2009 was further modified, inter alia, to the effect that the said Property shall be used for setting up the Hotel Cum Convention Centre and other commercial venture/enterprise excluding residential units and for no other purpose.

10. KMC by its letter No. 19/PPP/10-11 dated 24th April 2010 addressed to the Vendor, inter alia, confirmed that

(a) the Vendor be permitted to sell the said Property to PS Group Realty Limited and Others., the Purchasers herein, at the offered/negotiated price of Rs. 25 Lacs per cottah;

(b) the Vendor shall pay to KMC 10% of the total sale price as arrangement charges;

(c) The Buyer shall honour the commitment of providing to WBTPO 100 car parking spaces for the visitors of Milon Mela at the agreed place within the said Property against parking charges.

11. By an Agreement for Sale dated 28th May 2010 made between the Vendor of the First Part, Purchasers of the Second Part and KMC of the Third Part and registered in the office of the District Sub-Registrar III, Alipore in Book No. I, CD Volume No. 8, Pages 7549 to 7579, Being No. 04245 for the year 2010, the Vendor

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District Registrar-III
Alipore, South 24-Parganas

27 AUG 2013

agreed to sell and the Purchasers agreed to purchase the said Property at or for the price of Rs.51,00,00,000/- (Rupees Fifty One Crores only) free from all encumbrances, charges, mortgages, liens, trust, lispendens, attachments/ execution and/or acquisition/ requisition proceedings and simultaneously the Purchasers have paid to the Vendor the sum of Rs.5,75,00,000/- (Rupees Five Crores Seventy Five Lacs only) by way of earnest money and in part payment of the consideration money of Rs. 51,00,00,000/- (Rupees Fifty One Crores only), receipt of which sum the Vendor thereby admitted and acknowledged.

12. Out of the said earnest money of Rs.5,75,00,000/- (Rupees Five Crores Seventy Five Lacs only), the Vendor paid to KMC a sum of Rs. 2,55,00,000/- (Rupees Two Crore Fifty Five Lacs only) in part payment of the arrangement fees vide P.O No. 062157 dated 26.05.2010 drawn on HDFC Bank Ltd in terms of the letter of KMC No. 19/PPP/10-11 dated 24th April 2010 addressed to the Vendor and receipt of which sum KMC acknowledged vide Receipt No. 2925 dated 27.05.2005.

13. The Vendor is liable to pay to KMC towards arrangement charges @ 10% of the agreed consideration of Rs.51 Crores amounting to Rs. 5,10,00,000/- and also the cost of construction of a motorable road under the terms of the memorandum of Arrangement dated 1st October, 2008 and consequent thereto the Vendor and the Purchaser have amongst themselves settled an amount of Rs. 4,11,00,000/- on these account which amount the Purchaser has deducted out of the total consideration of Rs. 51 Crores for payment to KMC as and when payable to KMC and the Vendor hereby declares that the said settled sum of Rs. 4,11,00,000/- deducted by the Purchasers shall be construed as part payment of the consideration money paid by the Purchaser to the Vendor and it is hereby recorded that if any further payment is required to be made to the KMC in future on these accounts then in that event the Purchasers have agreed to bear such additional cost without involving the Vendor, contrarily if any lesser amount is payable to KMC on these accounts the benefit of the same shall accrue to the Purchaser.

14. The Purchasers from time to time paid to the Vendor a sum of Rs. 51,00,00,000/- (Rupees Fifty-one Crores only) towards full consideration money of Rs. 51,00,00,000/- (Rupees Fifty One Crores only) including the payment made as per clauses 12 and 13 receipt of which sum the Vendor do hereby admit and acknowledge.

15. At the request of the Purchasers, the Vendor has agreed to execute this Deed of Conveyance in favour of the Purchasers in the manner hereinafter appearing.











District Registrar-III
Alipore, South 24-Parganas

27 AUG 2013

NOW THIS DEED WITNESSETH as follows :

1. In pursuance of the said Agreement for Sale and in consideration of the sum of Rs.5,75,00,000/- (Rupees Five Crores Seventy Five Lacs only) paid on 28th May 2010 by the Purchasers to the Vendor by way of earnest money and the sum of Rs. 4,11,00,000/- deducted by the Purchasers to pay to KMC as aforesaid and in further payment of Rs.41,14,00,000/- (Rupees Forty One Crores Fourteen Lacs only) by the Purchasers to the Vendor from time to time being the balance consideration money aggregating to Rs. 51,00,00,000/- (Rupees Fifty One Crores only) (the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo below and of and from the same and every part thereof do hereby acquit, release and forever discharge the Purchasers and the said Property hereby conveyed) the Vendor doth hereby sell grant transfer convey assign and assure unto the Purchasers **All That** piece or parcel of land measuring 5 (Five) Bighas and 4 (Four) Cottahs more or less comprised in Premises No. 26, Matheswartala Road, Kolkata (Assessee No.11-058-07-0089-5) and 1.65 acres (equivalent to 5 Bighas) comprised in Premises No. 27, Matheswartala Road, Kolkata (Assessee No. 11-05-80-700883) aggregating to 10 Bighas and 4 Cottahs both situated within the limits of Kolkata Municipal Corporation under Ward No. 58, P.S. Tiljala in the State of West Bengal (aggregate land measuring 6956.54 sq.mtrs.), more particularly described in the **First Schedule** hereunder written and shown in red border in the map or plan annexed hereto, which KMC hereby confirms, free from all encumbrances, charges, mortgages, liens, trust, lispendens, attachments/ execution and / or acquisition / requisition proceedings TOGETHER WITH the Vendor's right in all passages, sewers, liberties, privileges, interest, claim, demand, easements, advantages and appurtenances whatsoever standing and being in or upon or belonging thereto or any part thereof with which the same now is or at any time or times herefore was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel thereof or appertaining thereto AND all the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the estate right title interest claim and demand whatsoever of the Vendor by law or in equity into upon or in respect of the said Property TOGETHER WITH all documents of title, evidences and writings relating to the said Property along with copies of other documents short particulars of which are set out in the **Second Schedule** hereunder written which are now in possession or custody of the Vendor and the Vendor undertakes to produce all such documents which may hereafter come in their possession or custody or any person or persons from whom the Vendor may procure the same without any action either at law or in equity OR HOWSOEVER

for
Mark











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OTHERWISE the said Property now is or at any time or times heretofore was situated called known numbered described and distinguished TO HAVE AND TO HOLD the said Property free from all encumbrances, tenancies, charges, mortgages, liens, trust, lispensens, attachments/execution and/or acquisition/requisition proceedings.

2. The Confirming Party hereby confirms the above sale.
3. It is recorded that the Vendor has delivered vacant and peaceful possession of the said Property to the Purchasers and the Purchasers have accepted possession.
4. The Vendor hereby covenants with the Purchasers as follows:-
 - (a) That notwithstanding any act, deed or thing done by the Vendor, the Vendor has good right, full power and absolute authority to grant, convey, transfer, assign and assure the said Property hereby granted, conveyed, transferred, assigned and assured unto the Purchasers in the manner aforesaid as expressed or intended so to be.
 - (b) That it shall be lawful for the Purchasers from time to time and all times hereafter to hold and enjoy the said Property and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons claiming through, under or in trust for the Vendor.
 - (c) That the said Property is freed and discharged from and against all manner of encumbrances, charges, trusts, liens, lispensens and execution/attachments whatsoever.
 - (d) That the Vendor hereby further declares that the said Property is free from any litigation, court proceedings, attachment, undertaking, guarantee, minor's interest, lien, mortgage or from any other impediments and the Vendor undertakes to ratify the doubts caused upon the title over the said Property as and when the same is agitated by the Purchasers or by any individual / individuals, institutions or authorities.
 - (e) That the Vendor has paid the taxes in respect of the said Property to Kolkata Municipal Corporation and other concerned public authorities upto this date and the Vendor agrees to pay all taxes and duties if any,

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due and payable upto the date of execution and registration of this Deed of Conveyance and produce receipts therefor to the Purchasers.

- (f) That the Vendor declares that the Vendor is the absolute owner and possession of the said Property and the Vendor further declares that nobody else has any right, title or interest over the said Property.
- (g) That the Vendor declares that the said Property is not subject to any requisition / acquisition by any Government or any other authority and the Vendor has not received any notice of acquisition or requisition in respect of the said Property from the Government, Central or State, or any Authority.
- (h) That the Vendor declares that the said Property is not subject to any easementary rights.
- (i) That the said Property is not an assigned land and the Vendor has no hindrance to transfer the same in favour of the Purchasers.
- (j) The Vendor undertakes to ratify or clarify any doubt caused upon the title of the Vendor, in the event of detection of the same by the Purchasers, by executing necessary documents to further perfect the title of the Purchasers after this Deed of Conveyance is executed.
- (k) The Vendor declares that the Vendor has not done or knowingly suffered anything whereby the Vendor is prevented or hindered from conveying or assigning the said Property or any part thereof and agrees to keep the Purchasers indemnified and harmless from and against all claims, demands, losses, damages and all consequences thereof, and the Vendor will do, sign and execute all other acts, deeds and things whatsoever for further and more effectively conferring the said Property unto the Purchaser and placing the Purchasers and its representatives in possession of the said Property hereby conveyed according to the true intent and meaning of this deed.
- (l) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers do make, acknowledge, execute and perform all such further acts, deeds, matters and things whatsoever for further better or more perfectly assuring the

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said Property and the rights thereto and every part thereof unto the Purchasers in the manner aforesaid as may be reasonably required.

- (m) The Vendor hereby agrees and undertakes to the Purchasers that the Vendor shall not do any act, deed or thing or take any action in terms of the Memorandum of Arrangement dated 1st October 2008 as modified by Supplementary Memorandum of Arrangement dated 22nd June 2009 and Second Supplementary Memorandum of Arrangement dated 20th April 2010 and commitments made to KMC as contained in KMC's letter No. 19/PPP/10-11 dated 24th April 2010 as a result of which the Purchasers' interest will be prejudiced or affected in any way.

THE FIRST SCHEDULE ABOVE REFERRED TO

All That piece or parcel of land measuring 5 Bighas and 4 cottahs more or less comprised in C.S. Dag No. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J. L. No. 5 subsequently numbered as Premises No. 26, Matheswartala Road, Kolkata (Assessee No.11-058-07-0089-5) of the Kolkata Municipal Corporation) and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag No. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J. L. No. 5, Touzi 1298/2833 subsequently numbered as Premises No. 27, Matheswartala Road, Kolkata (Assessee No. 11-05-80-700883) by the Kolkata Municipal Corporation aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan (formerly Tangra) in the State of West Bengal (aggregate land measuring 6956.54 sq.mtrs.) (Map or plan annexed hereto and marked in **RED** border)

THE SECOND SCHEDULE ABOVE REFERRED TO
PART - I

1. Original Indenture dated 14th August 1971 made between M/s A. Kong Tannery represented by its sole Proprietor Liu Kuo Kuang (Vendor) of the One Part and Park Leather Co. (Purchaser) of the Other Part and registered in the office of Joint Sub-Registrar, Alipore, District 24-Parganas in Book No. I, Volume No. 85, Pages 27 to 34, Being No. 3555 for the year 1971.
2. Original Indenture dated 21st June 1968 made between Chandra Tara Dosad (Vendor) of the One Part and M/s A. Kong Tannery (Purchaser) of

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7. Original Land Revenue Receipts.

PART III
Partnership Deeds

- (1) Attested copy of the Indenture of Partnership dated 18th April 1970 made between Mahammed Ishaque of the First Part, Roshanlal Kundra of the Second Part and Javed Akhter of the Third Part.
- (2) Attested copy of the Indenture of Partnership dated 1st April 1976 made between Md. Ishaque, Javed Akhter and Roshanlal Kundra(Continuing Partners) and Nazir Ahmed (Incoming Partner).
- (3) Attested copy of the Deed of Retirement dated 1st April 1985 made between Roshanlal Kundra (the Retiring Partner) of the One Part and Md. Ishaque, Javed Akhter and Nazir Ahmed (Continuing Partners) of the Other Part.
- (4) Attested copy of the Deed of Retirement dated 1st April 1985 made between Md. Ishaque (Retiring Partner) of the One Part and Javed Akhter and Nazir Ahmed (Continuing Partners) of the Other Part.
- (5) Attested copy of the Deed of Partnership dated 1st April 1985 made between Javed Akhter and Nazir Ahmed (Continuing Partners) of the First Part and Nesar Ahmed (Incoming Partner) of the Second Part.
- (6) Attested copy of the Deed of Retirement of Partnership dated 31st October 1986 made between Javed Akhter and Nazir Ahmed (Continuing Partners) of the One Part and Nesar Ahmed (Retiring Partner) of the Other Part.
- (7) Attested copy of the Deed of Partnership dated 31st October 1986, made between Javed Akhter of the First Part and Nazir Ahmed of the Second Part.
- (8) Attested copy of the Deed of Dissolution of Partnership dated 31st March 1995 made between Javed Akhter (Continuing Party) and Nazir Ahmed (Retiring Party) .
- (9) Attested copy of the Deed of Partnership dated 1st September 2005 made between Javed Akhter of the First Part and Shaheda Parveen of the Second Part.

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

SIGNED AND DELIVERED for and on behalf of M/S Park Leather Company by Mr. Javed Akhter and Mrs. Shaheda Parveen its Partners in the presence of:

1. *Javed Akhter*
44/A Shamsul Huda Road,
Kolkata - 700017.
2. *Shaheda Parveen*

For PARK LEATHER CO.

Javed Akhter
Partner

For PARK LEATHER CO.

Shaheda Parveen
Partner

SIGNED AND DELIVERED for and on behalf of PS Group Realty Ltd. by Pradip Kumar Chopra its Director in the presence of:

1. *Pradip Kumar Chopra*
85 Toppana Road (S)
Kolkata - 700046
2. *Sunil Agarwal*
(SUNIL AGARWAL)
36/1 A B Lagan Road Kolkata 700020

P S GROUP REALTY LIMITED.

Pradip Kumar Chopra
Director

SIGNED AND DELIVERED for and on behalf of Angira Sales Pvt. Ltd. by Ram Naresh Agarwal its Director in the presence of:

1. *Pradip Kumar Chopra*
2. *Sunil Agarwal*

For Angira Sales Pvt. Ltd.

Ram Naresh Agarwal
Authorised Signatory

SIGNED AND DELIVERED for and on behalf of Bhumi Vinimay Pvt. Ltd. by Ram Naresh Agarwal its Director in the presence of:

1. *Pradip Kumar Chopra*
2. *Sunil Agarwal*

For Bhumi Vinimay Pvt. Ltd.

Ram Naresh Agarwal
Authorised Signatory

SIGNED AND DELIVERED for and on behalf of Devkripa Vanijya Pvt. Ltd. by Ram Naresh Agarwal its Director in the presence of:

1. *Pradip Kumar Chopra*
2. *Sunil Agarwal*

For Devkripa Vanijya Pvt. Ltd.

Ram Naresh Agarwal
Authorised Signatory



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SIGNED AND DELIVERED for and on behalf of P.K.C. & Associates Pvt. Ltd. by Santosh Kumar Dugar its Director in the presence of:

1. Dhruj Sethia

2. SAPANNIL

P.K.C. & Associates Pvt. Ltd.

Santosh Kumar Dugar

Director

SIGNED AND DELIVERED for and on behalf of Sreome Builders Pvt. Ltd. by Santosh Kumar Dugar its Director in the presence of:

1. Dhruj Sethia

2. SAPANNIL

SREOME BUILDERS PVT. LTD.

Santosh Kumar Dugar

Authorised Signatory / Director

SIGNED AND DELIVERED for and on behalf of Sursarita Tie Up Pvt. Ltd. by Mukund Vasudeo Kulkarni its Director in the presence of:

1. Dhruj Sethia

2. SAPANNIL

SURSARITA TIE UP PVT. LTD.

M. V. Kulkarni

Director

SIGNED AND DELIVERED for and on behalf of Par Care Research & Medical Pvt. Ltd. by Bhaba Sankar Pramanik its Director in the presence of:

1. Dhruj Sethia

2. SAPANNIL

FOR PAR CARE RESEARCH & MEDICAL (P) LTD.

Bhaba Sankar Pramanik

Director

Municipal Secretary
Kolkata Municipal Corporation

SIGNED AND DELIVERED for and on behalf of Kolkata Municipal Corporation by Himangshu Sekhar Mondal its authorized representative in the presence of:

1. Himangshu Sekhar Mondal
44/D Shamshul Huda Road,
Kolkata - 17.

2. Dhruj Sethia

Himangshu Sekhar Mondal
Dy. Ch. Mpl. Law Officer
Kolkata Municipal Corporation



District Registrar-III
Alipore, Alipore 24-Parganas

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MEMO OF CONSIDERATION

RECEIVED of and from the within-named PURCHASERS of our land at Premises No. 26 Matheswartala Road and Premises No. 27 Matheswartala Road, Kolkata the within-mentioned sum of Rs. 46,89,00,000 (Rupees Forty six crores eighty nine lakhs only) vide several cheques being the consideration money payable under these presents	Rs. 46,89,00,000
Amount deducted on account of arrangement fees paid to the Kolkata Municipal Corporation vide pay order No. 007861 dated 26/08/2013 drawn on Axis Bank, Corporate Banking Branch, Kolkata	Rs. 2,55,00,000
Amount deducted on account of cost of construction for access road	Rs. 1,56,00,000
Total	Rs. 51,00,00,000

Witness:

1. *Shamant Huda*
G/P Shamant Huda Road,
Kolkata - 17.
2. *Dhruj Laha*

Drafted By me:
Anindita Guha Mallik
Advocate

Sandersons & Associates,
5, Netaji Subhas Road,
Kolkata - 700001

For PARK LEATHER CO.

Javed. Anis
Partner

For PARK LEATHER CO.

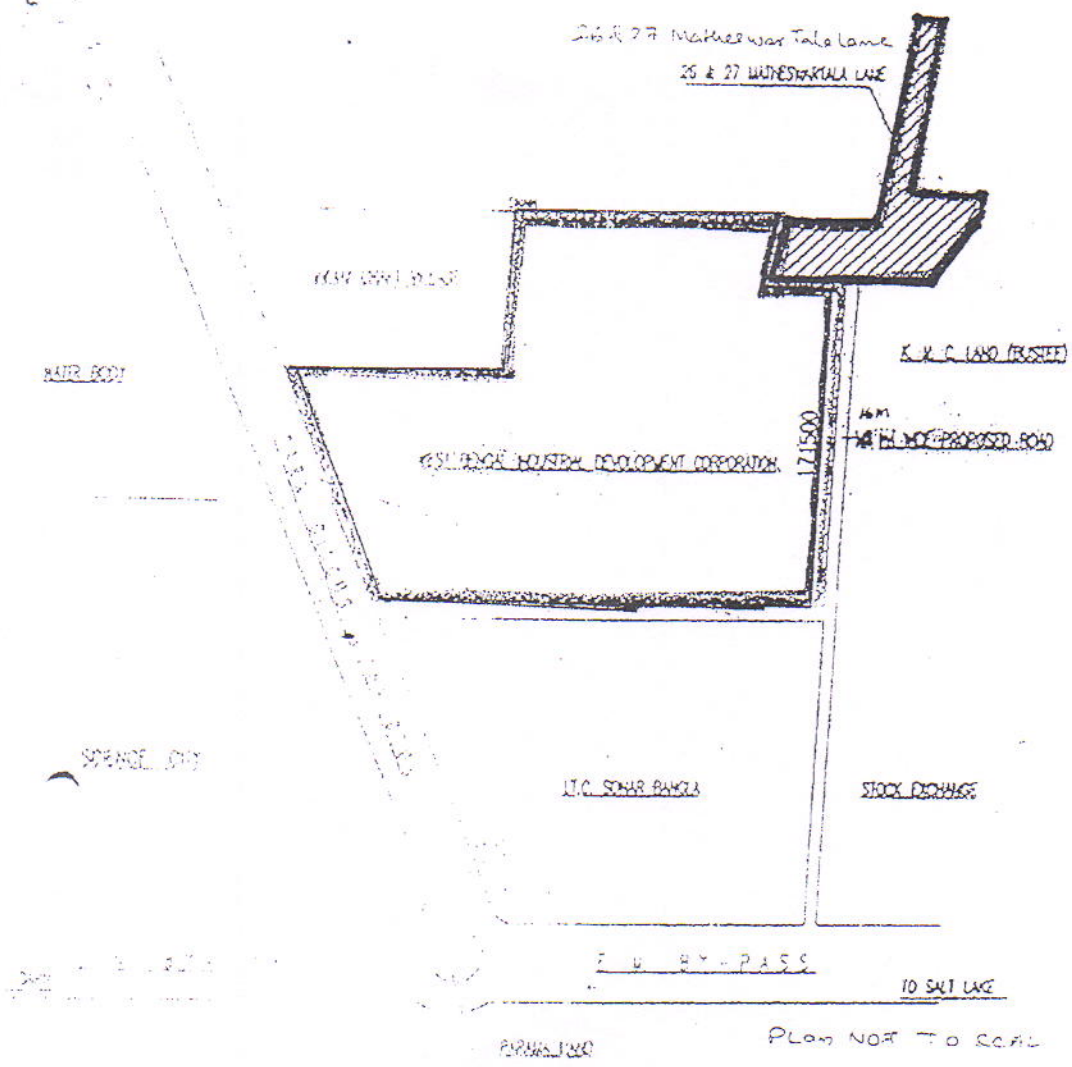
Shahela Parveen
Partner

Signature of Vendor



District Sub-Registrar-III
Alipore, South 24-Parganas

27 AUG 2013



P S GROUP REALTY LIMITED.
Pooj Kumar Ch
 Director

For P.K.C. & Associates Pvt. Ltd.
Santosh Kumar Dey
 Director

For PARK LEATHER CO.
Javed. Haddis
 Partner

For Bhumi Vinimay Pvt. Ltd.
Ram Narain Aggarwal
 Authorised Signatory

For Angira Sales Pvt. Ltd.
Ram Narain Aggarwal
 Authorised Signatory

For PARK LEATHER CO.
Shahidul Hossain
 Partner

SREOME BUILDERS PVT. LTD
Santosh Kumar Dey
 Authorised Signatory / Director

For Devkripa Vanijya Pvt. Ltd.
Ram Narain Aggarwal
 Authorised Signatory

Himangshu Sekhar Mondal
 Dy. Ch. M.P. Land Officer,
 Kolkata Municipal Corporation

SURSARITA TIE UP PVT. LTD.
M.C. Kulkarni
 Director

For PAR CARE RESEARCH & MEDICAL (P) LTD.
[Signature]
 Director

Plan NOT TO SCALE



District Sub-Registrar-III
Alipore, South 24-Parganas

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Khalil Ahmed, IAS
MUNICIPAL COMMISSIONER



KOLKATA MUNICIPAL CORPORATION
5, S. N. BANERJEE ROAD - KOLKATA - 700 013
Phone 2299 1234 Fax 2280 1434/1334

1. To,
The DSR- I/III
Kolkata (South 24 Pargana)
Alipore
2. ARA- Kolkata

LAW DEPARTMENT
Date of Receipt 26/8/13
Receipt Register No. 8703
Call No. 18.55.10.10
By. H. S. Mondal

Re: Authorization and Registration of Deed of
Conveyance in respect of Premises No.26,27,
Matheswartala Road, Kolkata under P.S. Tiljala,
Ward No. 058, measuring 10 Bighas and 4 cottahs.

Sir,

I do hereby inform you that the Hon'ble Governor of State of West Bengal has been pleased to exempt me from my personal appearance before the Registering Authority at the time of Registration of the deed of conveyance in respect of Kolkata Municipal Corporation, Kolkata, under Section 88 of the Registration Act, 1908 vide Notifications (Notification) being No. 2011 F.T. dated 27.06.2002. I do hereby authorize Sri Himangshu Sekhar Mondal, Dy. CMLO of the Kolkata Municipal Corporation to represent the aforesaid deed of conveyances for registration of the same at your office for and on my behalf. His specimen signature duly attested by me is furnished hereunder.

Thanking you.

Himangshu Sekhar Mondal

Yours faithfully


Municipal Commissioner
KMC

Specimen signature of Himangshu Sekhar Mondal, Dy. CMLO KMC hereby attested.












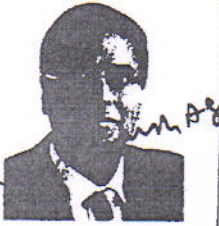
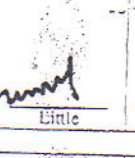
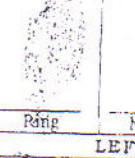
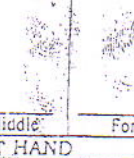
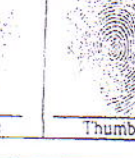

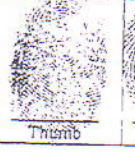





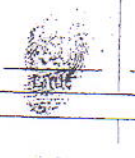
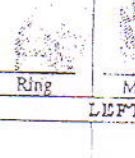
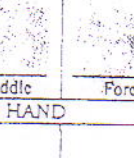
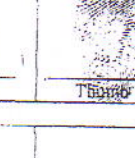
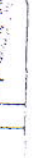
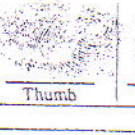
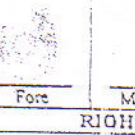
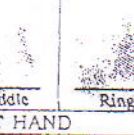



Municipal Commissioner
KMC



District Sub-Registrar-III
Alipore, South 24-Parganas

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FORM FOR PHOTOGRAPHS & FINGER PRINTS









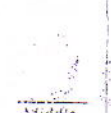
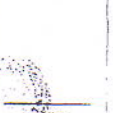























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RIGHT HAND					
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<p>Sam Nawsh Azam</p>	 Thumb	 Fore	 Middle	 Ring	 Little
RIGHT HAND					
	 Little	 Ring	 Middle	 Fore	 Thumb
LEFT HAND					
<p>H. S. Mondal H. S. Mondal H. S. Mondal</p>	 Thumb	 Fore	 Middle	 Ring	 Little
RIGHT HAND					



District Sub-Registrar-III
Alipore, South 24 Parganas

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FORM FOR PHOTOGRAPHS & FINGER PRINTS

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 <i>Javed Anwar</i> Javed Anwar	 Little	 Ring	 Middle	 Fore	 Thumb
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	RIGHT HAND				
 <i>Shaheda Parveen</i> Shaheda Parveen	 Little	 Ring	 Middle	 Fore	 Thumb
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District Sub-Registrar-II
Alipore, South 24-Parganas

27 AUG 2013

FORM FOR PHOTOGRAPHS & FINGER PRINTS



H. P. Kulkarni

MUKUND VASUDEO KULKARNI



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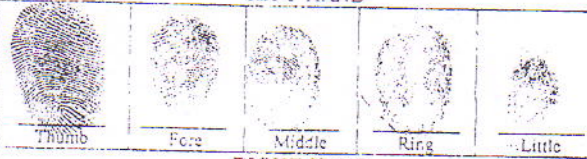
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Bhaba Sankar Prasad
(BHABA SANKAR PRASAD)



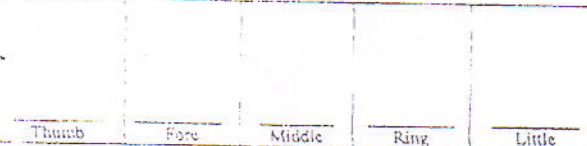
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District Sub-Registrar-III
Alipore, South 24-Parganas

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