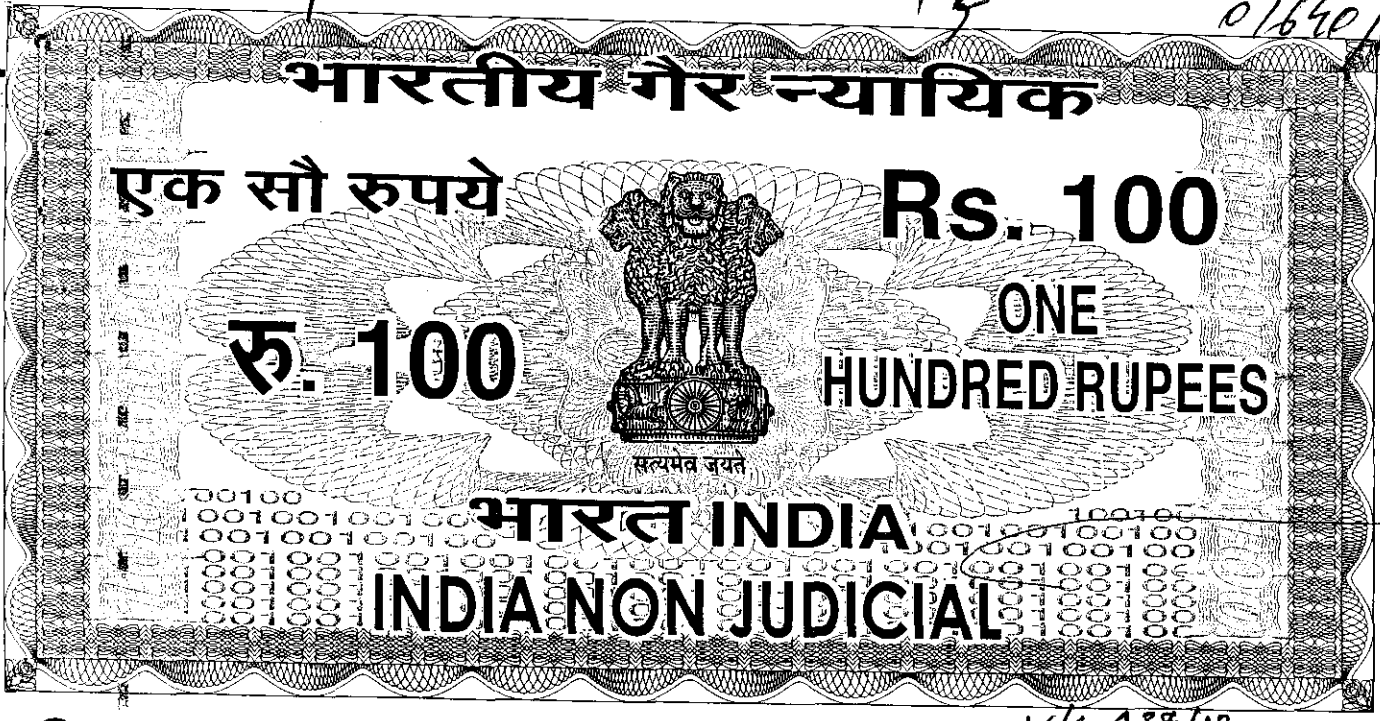


01452/12

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01640/12



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V/c-434/12
M 038620

8-8806/12
10.12.12

Certified that the Document is admitted for Registration. The Signature Sheet and endorsement sheets attached to this document are the part of this Document



Additional Registrar of Assurances, Kolkata
25/2/12

[Handwritten signature]

THIS INDENTURE OF CONVEYANCE made this 24th day of February Two Thousand and Twelve BETWEEN A. N. INSTRUMENTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office


[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

PAIKAJ SHROFF & CO.
Advocates
3, Government Place (North)
Delta House, 8th Floor,
Kolkata - 700 001

NAME.....Kolkata - 700 001.....
ADD.....
Rs.....
23 FEB 2012
SUTANJAN MUKHERJEE
Limited for the purpose of
S.C. Order
23 FEB 2012



23 FEB 2012

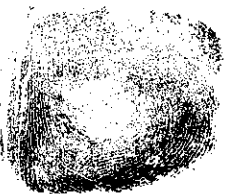
✓
M. K. Kaurani



1020

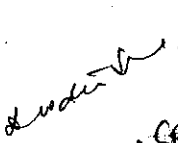
BYONSHREE DEALER PVT. LTD.

M. Kaurani
Director



1022

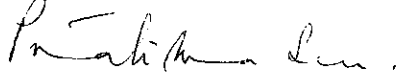
For A. N. Instruments (P.) Limited


Managing Director


(DEBODUTTA SEN)

1023

For A. N. Instruments Pvt. Limited


Director
(PRATIMA SEN)

Identified by me
KABUL CHANDRA MITRA
(KABUL CHANDRA MITRA)
S/O Late Durgapada Mitra
143/34, PICNIC GARDEN ROAD,
KOLKATA - 700039.



REGISTRAR
24 FEB 2012

at 2A Chowringhee Square, Tower House, 2nd Floor, Police Station Hare Street, Kolkata 700069 having PAN AADCA0390B and represented by its Managing Director Mr. Debduitta Sen son of Late Amiya Nath Sen and its Director Mrs. Pratima Sen wife of Mr. Debduitta Sen hereinafter referred to as "the **VENDOR**" (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) of the **ONE PART AND PANCHSHREE DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700 017 having PAN AAGCP4207R and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani 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) of the **OTHER PART**:

WHEREAS:

A. By the following three several Indentures of Conveyance all dated 27th November 1981 and registered with the District Registrar at Alipore, the Vendor herein purchased **ALL THAT** the pieces or parcels of land containing a total area of 1.29 acres more or less comprising of (a) the entire R.S. Dag No. 28 recorded in R.S. Khatian No. 348 (formerly C.S. Dag No. 27 recorded in C.S. Khatian No. 348) measuring 0.53 acres, (b) the entire R. S. Dag No. 31 recorded in R.S. Khatian No. 544 (formerly 388) (formerly C.S. Dag No. 30 recorded in C. S. Khatian No. 388) measuring 0.20 acre, (c) the entire R.S. Dag No. 38 recorded in R.S. Khatian No. 349 (formerly C.S. Dag No. 37 recorded in C.S. Khatian No. 349) measuring 0.45 acre and (d) the entire R.S. Dag No. 39 recorded in R.S. Khatian No. 349 (formerly C.S. Dag No. 38 recorded in C.S. Khatian No. 349) measuring 0.11 acre all in Mouza – Baikunthapur, J.L. No. 36 under Police Station – Baruipur, in the District of South 24-Parganas (hereinafter collectively referred to as "the **LARGER PROPERTY**"):-

- (i) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 160 to 171, Being No. 12872 for the year 1981, whereby one Sachindra Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;
- (ii) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 172 to 182, Being No. 12873 for the year 1981 whereby one Ramendra



Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;

- (iii) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 183 to 192, Being No. 12874 for the year 1981 whereby one Prodyut Kumar Nandi and Bidyut Kumar Nandi for the consideration mentioned therein sold conveyed and transferred their entire one-third undivided part or share of and in the Larger Property absolutely and forever.

B. The Vendor is fully seized and possessed of and well and sufficiently entitled as the sole and absolute owner of the Larger Property and in khas vacant peaceful possession thereof and is paying khajana to the Government of West Bengal in respect thereof.

C. The Vendor being in need of funds to meet its requirements and for various other reasons approached the Purchaser for the sale of a portion of the Larger Property being **ALL THAT** the piece or parcel of land comprised in a divided and demarcated portion of R.S. Dag No. 28 recorded in R.S. Khatian No. 348 (subsequently numbered as L.R. Dag No. 28 in the recent Records of Rights published under the West Bengal Land Reforms Act, 1955 recorded in L. R. Khatian No. 365) containing an area of 0.04752 acre or 2.9 Cottah more or less together with all structures and appurtenances thereof all morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said Property**") free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession thereof at or for a total consideration of Rs.10,17,740.00 (Rupees ten lacs seventeen thousand seven hundred forty) only.

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and nomination and in consideration of the sum of Rs.10,17,740.00 (Rupees ten lacs seventeen thousand seven hundred forty) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth 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 Vendor doth hereby grant, sell, convey, transfer, assign and assure unto and to the Purchaser **ALL THAT** the piece or parcel of land containing an area of 0.04752 acre or 2.9 Cottah more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 28 recorded in R.S. Khatian No. 348, L. R. Khatian No(s). 365 in Mouza Baikunthapur, J. L. No.36, under Police Station Baruipur in the District of South 24 Parganas together with all buildings and structures thereon morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTY**" **TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, boundary wall on all sides areas sewers drains ways paths 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** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim easement quasi easement privileges and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **AND TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** 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 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, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor or its predecessors-in-title done omitted executed or knowingly permitted or suffered to



the contrary the Vendor is 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 Vendor hath 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 matter or thing whatsoever done as aforesaid the Vendor has now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure 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 from all claims demands encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or its predecessors-in-title;
- (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 Vendor 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 them and every 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 charges mortgages encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever created made done or suffered by the Vendor or any person or persons claiming as aforesaid or its predecessors-in-title;

- (vi) **AND THAT** the Vendor 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 to be through under or in trust for the Vendor 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 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 unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

III. AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASER as follows:-

- a) **THAT** the said property or any portion thereof is not affected by any attachment including the attachment under any Certificate Case or any proceedings against them or any of them 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 not Certificate Case or proceedings against the Vendor for realization 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** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or any other authority under the West Bengal Town and Country (Planning & Development) Act, 1979 or Highway Authority or Railway Authority or the Government or any other Public body or authorities;
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the properties benefits and rights hereby granted sold







conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever;

- d) **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or the West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or otherwise under any other Act or law for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser;
- e) **AND THAT** the Vendor represented and assured to the Purchaser that there is no action, suit, appeal or litigation in respect of the said Property or any part or share thereof pending or filed at any time heretofore and that the said Property has been in uninterrupted exclusive ownership and possession and enjoyment of the Vendor for last more than thirty one years without any claim, obstruction, dispute or impediment whatsoever or howsoever from or by any person and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof And That save and except the Vendor no other person can claim any right title or interest whatsoever in the said Property or any part thereof and without prejudice to or affecting the covenant for protection and indemnity given by the Vendor hereinabove, the Vendor to indemnify and keep the Purchaser fully saved harmless and indemnified from and against all losses damages costs claims demands action or proceeding that the Purchaser may suffer or incur owing to any defect or deficiency being found in the title or possession of the Vendor or in case any of the above representation or assurances being found to be false;
- f) **AND THAT** all rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property has duly been paid and there is no amount in arrears or outstanding in connection therewith.

THE SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)

ALL THAT piece or parcel of "danga" land containing an area of 0.04752 acre or 2.9 Cottah be the same a little more or less together with residential room on part thereof

(Signature)

(Signature)

(Signature)

measuring about 100 Square feet more or less situate lying at and being a divided and demarcated portion of R.S. and L.R. Dag No. 28 recorded in R.S. Khatian No.348, L. R. Khatian No(s). 365 (formerly C.S. Dag No. 27 recorded in C.S. Khatian No. 348) in Mouza Baikunthapur, J. L. No.36, R.S. No. 292, Touzi No. 63/64 Pargana Magura within Hariharpur Gram Panchayet under Police Station Baruipur in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "RED" butted and bounded as follows:-

On the North : By Public Road;
 On the South : By Dag No.27;
 On the East : By remaining portion of Dag No.28; and
 On the West : By Dag No.25.

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

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 **VENDOR** represented by its Managing Director Mr. Debducta Sen and its Director Mrs. Pratima Sen pursuant to Resolution dated 23rd February 2012 at Kolkata in the presence of:

Switara bozchoudhary,
 358/1 N.S.E. Core Road,
 Kolkata - 70004)

Y.A. Sahu, Adv.

SIGNED SEALED AND DELIVERED by the withinnamed **PURCHASER** at Kolkata in the presence of:

Y.A. Sahu, Adv.
 c/o Pankaj Shroff & Co.
 4, Govt. Place (N)
 Kol-1
Switara bozchoudhary,

For A. N. Instruments (P.) Limited

(Switara bozchoudhary) *DR.*
 Managing Director

For A. N. Instruments Pvt. Limited

Pratima Sen,
 Director

PANCHSHREE DEALER PVT. LTD.

M. Karnani
 Director / Authorised Signatory

(MAHESH KARNANI)

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the withinnamed Vendor the withinmentioned sum of Rs.10,17,740.00 (Rupees ten lacs seventeen thousand seven hundred forty) only being the consideration in full payable under these presents by Cheque No. 545701 dated 22.02.2012 drawn on Bank of Baroda, Tollygunge Branch.

For A. N. Instruments Pvt. Limited

Pratibha Sen.
Director

For A. N. Instruments (P.) Limited

[Signature]
Managing Director
(Sudhir K)
(VENDOR)

WITNESSES:

Smita Bhattacharya

Y.A. Salim Adv

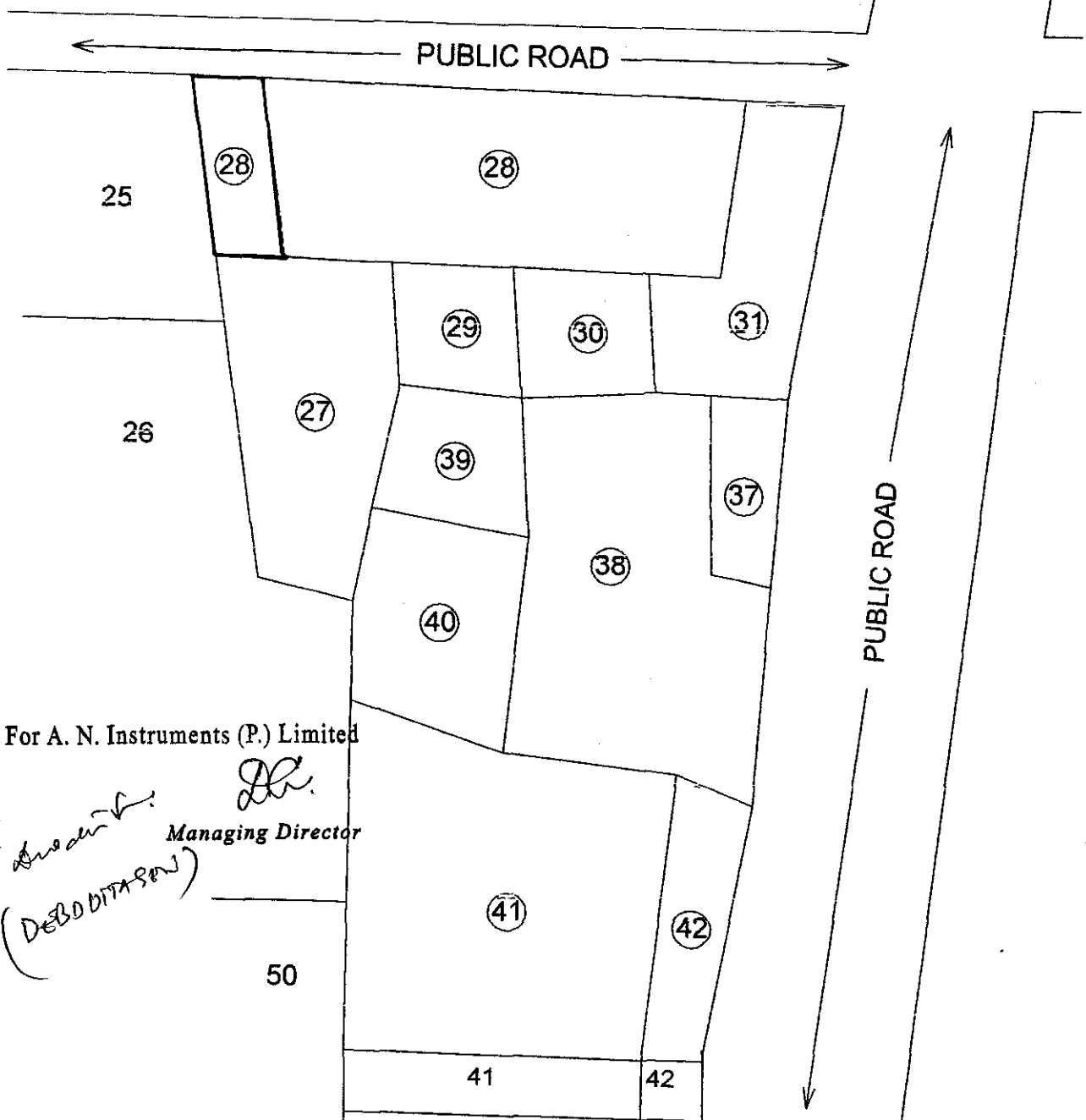
Drafted by me:

Y.A. Salim
Advocate,
for Pankaj Shroff & Co.,
Advocates,
4, Government Place (North)
8th floor, Kolkata-700001

PLAN SHOWING R.S DAG NOS. - 27,28,29,30,31,37,38,39,40,41 & 42 AT MOUZA - BAIKUNTHAPUR, J.L. NO. - 36, POLICE STATION - BARUIPUR, 24 - PARGANAS (SOUTH).



NOT TO SCALE



For A. N. Instruments (P.) Limited

(Deborah Sen)
Deborah Sen
 Managing Director

50

PANCHSHREE DEALER PVT. LTD.












H. Karmani
 Director / Authorized Signatory












For A. N. Instruments Pvt. Limited












H. Karmani
 Director

DAG NO.	LAND AREA OF SUBJECT PROPERTY (ACRES)
28	0.04752

28/5/57
5 salah

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

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

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

M. K. Sani



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01640 of 2012
(Serial No. 01452 of 2012)

On

Payment of Fees:

On 24/02/2012

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

Presented for registration at 19.00 hrs on :24/02/2012, at the Private residence by Mahesh Karnani
Claimant.

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

Execution is admitted on 24/02/2012 by

1. Debdutta Sen
Managing Director, A. N. Instruments Pvt. Ltd., 2 A, Chowringhee Square, Kolkata, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .
, By Profession : Others
2. Pratima Sen
Director, A. N. Instruments Pvt. Ltd., 2 A, Chowringhee Square, Kolkata, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .
, By Profession : Business
3. Mahesh Karnani
Director, Panchshree Dealer Pvt Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Others
Identified By Kabul Chandra Mitra, son of Lt Durgapado Mitra, 143/34, Picnic Garden Road, Kolkata,
Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700039 , By Caste:
Hindu, By Profession: Others.

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 25/02/2012

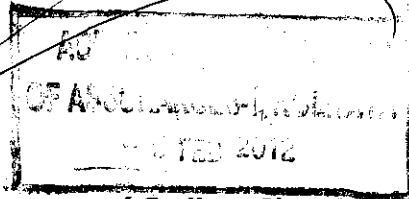
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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. 0.00/-, on 25/02/2012



(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:35:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01640 of 2012
(Serial No. 01452 of 2012)

Amount by Draft

Rs. 11285/- is paid , by the draft number 881394, Draft Date 24/02/2012, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 25/02/2012

(Under Article : A(1) = 11187/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 25/02/2012)

Certificate of Market Value(WB PUVI rules of 2001)

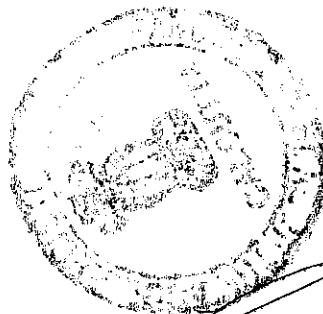
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-10,17,740/-

Certified that the required stamp duty of this document is Rs.- 50907 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 50907/- is paid 88140524/02/2012 State Bank of India, SHAKESPEAR SARANI, received on 25/02/2012

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Handwritten signature)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
25/02/2012

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 5185 to 5199
being No 01640 for the year 2012.



(Sadhan Chandra Das) 03-March-2012
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

DATED THIS 24th DAY OF FEBRUARY 2012

BETWEEN

DEBDUTTA SEN

... VENDOR

AND

PANCHSHREE DEALER PRIVATE
LIMITED

... PURCHASER

CONVEYANCE

PANKAJ SHROFF & CO.,
Advocates
4 GOVERNMENT PLACE (NORTH)
KOLKATA-700001