

7834 Extra VC-1819/11 1-07395/11 34



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 197949

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

S. K. Ray
Sub Registrar II
District South 24 Parganas
19 SEP 2011

THIS DEED OF CONVEYANCE made this 17th day of September two thousand and eleven BETWEEN SANAT KUMAR LAW son of Late Tulsi Charan Law Law, by religion Hindu, residing at 9, Pretoria Street, Kolkata and having

10 SEP 2011

Sl. No. 19780 DATE
NAME
ADD
AMT 1000

45 B. N. S. Road, Kolkata
Kolkata

[Signature]

VET-1-4647

For ORBIT NIKETAN PVT. LTD.

[Signature]

Director

VITAY NARAYAN BATHI

VET-1-4648

For ORBIT NIKETAN PVT. LTD.

[Signature]

Director

Basant Kumar Borah

VET-1-4649

[Signature]



[Signature]

Dist. Registrar
South 24 Parganas

17 SEP 2011

Gitali Laha
wife of Mr. Sanat kr. Laha
8, Pretoria Street
Kolkata - 700071
House wife

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 7506 to 7527
being No 07395 for the year 2011.



(Rajendra Prasad Upadhyay) 20-September-2011
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

Sub-Registrar - III
South 24 Parganas



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1 SEP 2011



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

Endorsement For Deed Number : I - 07395 of 2011
(Serial No. 07834 of 2011)

On

Payment of Fees:

On 17/09/2011

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

Presented for registration at 10.40 hrs on :17/09/2011, at the Private residence by Mr. Vijay Narayan Rath, one of the Claimants.

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

Execution is admitted on 17/09/2011 by

1. Sanat Kr. Law, son of Lt Tulshi Charan Law , 8, Pretoria Street, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
2. Mr. Vijay Narayan Rath
Director, Orbit Niketan Pvt Ltd., 1, Garstin Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others
3. Mr. Basant Kr Parakh
Director, Orbit Niketan Pvt Ltd., 1, Garstin Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others

Identified By Gitali Laha, wife ofMr. Sanat Kr. Laha, 8, Pretoria Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071 , By Caste: Hindu, By Profession: House wife.

(Manoj Kumar Mandal)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 19/09/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 19/09/2011

Amount by Draft

19 SEP 2011

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

19/09/2011 16:48:00

EndorsementPage 1 of 2



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BUREAU OF LAND MANAGEMENT
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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 - 07395 of 2011
(Serial No. 07834 of 2011)

Rs. 1017535/- is paid , by the draft number 779039, Draft Date 16/09/2011, Bank Name State Bank of India, OVERSEAS BRANCH KOLKATA, received on 19/09/2011

(Under Article : A(1) = 1017489/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 19/09/2011)

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.-92500000/-

Certified that the required stamp duty of this document is Rs.- 6475020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 6475020/- is paid, by the draft number 779038, Draft Date 16/09/2011, Bank Name State Bank of India, OVERSEAS BRANCH KOLKATA, received on 19/09/2011

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



(Signature)
19/09/2011

19 SEP 2011

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 2 of 2

19/09/2011 16:48:00



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Income Tax Permanent Account Number ADZPL4383P representing undivided 1/6th share in the Estate of Tulsi Charan Law deceased in his capacity as a beneficiary who is entitled to an undivided 1/6th share in the Estate of Tulsi Charan Law deceased (including 1/6 share of the said premises described in the Schedule hereunder written) and hereinafter referred to as "**the Vendor**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the aforesaid person and his heirs, successors, executors, administrators, legal representatives and assigns as also the Estate of Tulsi Charan Law deceased in respect of the undivided one-sixth share in the said premises belonging to the abovenamed Sanat Kumar Law) of the **ONE PART AND ORBIT NIKETAN PRIVATE LIMITED** a company within the meaning of the Companies Act 1956 having its registered office and carrying on business at 1, Garstin Place, Kolkata, having Permanent Account Number AABCO3515G and represented by its Directors Mr. Basant Kumar Parakh son of Ratan Lal Parakh and Mr. Vijay Narayan Rathi son of Late Satya Narayan Rathi, hereinafter referred to as "**the Purchaser**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **OTHER PART**

WHEREAS :

- I. The Vendor has represented to the Purchaser as follows:
 - A. One Surendra Nath Law was the absolute owner and fully seized and possessed of several immovable properties including Premises no. 37, Ballygunge Park, Kolkata.
 - B. The said Surendra Nath Law died leaving behind his Last Will dated July 20, 1935. Under the said Will the widow of Surendra Nath Law would administer his estate and enjoy income from it and after her death, one-half of the Estate would be made over to Surendra Nath Law's son Tulsi Charan Law for his sole and absolute use and benefit and the remaining one-half share of the Estate would be held for the benefit of Surendra Nath Law's other son Radha Charan Law and his branch.



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OFFICE OF THE INSPECTOR GENERAL
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- C. A suit being O.S. Suit no. 878 of 1956 (Mihir Kumar Law -Vs-Radha Charan Law and others; In the goods of Surendra Nath Law deceased) was filed in the Hon'ble High Court at Calcutta regarding the Will of Kumar Surendra Nath Law. In the aforesaid legal proceedings a decree dated September 15, 1958 was passed whereunder several properties including premises no. 37, Ballygunge Park was allotted absolutely to Tulsi Charan Law.
- D. By virtue of the aforesaid Tulsi Charan Law became the absolute lawful owner of the said premises no. 37, Ballygunge Park, Kolkata.
- E. The said Tulsi Churn Law died on January 6, 1962 leaving behind his widow Smt. Mahamaya Dasi, six sons and four daughters. An application was made to the Hon'ble High Court at Calcutta by his widow Smt. Mahamaya Dasi and three of her sons for grant of Letters of Administration to the Estate of Tulsi Charan Law which included premises no. 37, Ballygunge Park, Kolkata.
- F. The last Will and Testament dated December 20, 1956 of Tulsi Churn Law was challenged by one of his daughters Smt. Tara Sundari Auddy. From time to time various orders were passed by the Hon'ble High Court at Calcutta and the Hon'ble Supreme Court of India in the said proceeding and/or in the appeals arising therefrom. In terms of the order of the Hon'ble Supreme Court of India, Smt. Mahamaya Dasi was appointed as the Administratrix Pendente Lite to the Estate of her husband Tulsi Charan Law.
- G. During the long drawn legal proceedings the said Smt. Tara Sundari Auddy and also two sons of Tulsi Charan Law being Ajit Kumar Law and Ranjit Kumar Law died and the surviving sons and daughters also became old and were keeping indifferent health. The Hon'ble Supreme Court expressed its view that it would be in the interest of all the parties to settle the disputes amicably. In consonance with the said view, all the concerned parties arrived at an amicable settlement whereunder the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy agreed to receive



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definite sums of money in full and final settlement of all their claims in respect of the Estate of Tulsi Churn Law and confirmed that no further sum or property whatsoever is receivable by them either from the said Estate and/or from any of the beneficiaries. In terms of the aforesaid settlement the agreed amounts were duly paid to the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy and receipts were issued by them for the same declaring that they did not have any right, title, interest and/or claim whatsoever in the Estate of Tulsi Churn Law.

- H. The declarations and receipts executed by the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy were filed in the Hon'ble Supreme Court of India and ultimately an order dated 21st January, 2009 was passed by the Hon'ble Supreme Court disposing all the appeals in terms of the said settlement arrived at and between the parties. The Hon'ble Supreme Court also directed that the prayer for appointment of an Administrator to give affect to the settlement should be considered by the Hon'ble High Court at Calcutta.
- I. In view of the aforesaid settlement and the intestate death of Smt. Mahamaya Dassi, the following persons are now absolutely entitled to the Estate of Tulsi Charan Law:

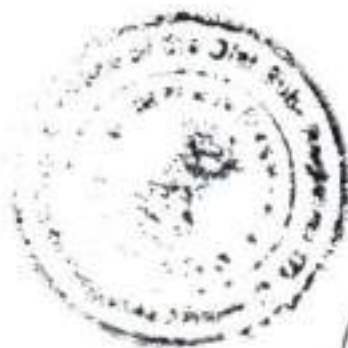
Name	Share in Estate
(i) Biswanath Law	one-sixth
(ii) Sankar Law	one-sixth
(iii) Sanat Kumar Law	one-sixth
(iv) Sarat Kumar Law	one-sixth
(v) Heirs of Late Ajit Kumar Law (a) Smt. Rupashi Sona Law (b) Anup Kumar Law (c) Smt. Karabi Ray (d) Smt. Swapna Dey (e) Smt. Anupama Chandra	one-sixth (jointly)
(vi) Heirs of Late Ranjit Kumar Law (a) Smt. Bansari Law (b) Rajdeep Law (c) Miss Roshni Law	one-sixth (jointly)



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- J. Subsequent to the aforesaid order of the Hon'ble Supreme Court, an application was filed before the Hon'ble High Court at Calcutta for appointment of Administrator. By an order dated August 4, 2010 passed by the Hon'ble High Court at Calcutta all legal proceedings have been disposed of by appointing Anup Kumar Law, Sarat Kumar Law, Smt. Bansari Law, Sanat Kumar Law, Biswanath Kumar Law and Sankar Kumar Law as Joint Administrators for the purpose of working out and giving affect to the settlement accepted by the Hon'ble Supreme Court. The aforesaid order has been duly agreed to and accepted by all parties concerned including the Vendor herein and no appeal or other proceedings has been filed against the same.
- K. Smt. Mahamaya Dasi in her capacity as the Administratrix Pendente Lite had given Premises no. 37 Ballygunge Park, Kolkata containing land measuring about 4287 square meters (equivalent to about 64.09 cottahs) more or less together with several old and dilapidated buildings and structures constructed thereon and morefully described in the **Schedule** hereto and hereinafter referred to as the "**said Premises**" for development to Orbit Projects Private Limited (then known as Subham Promoters Private Limited) and the funds received from Orbit Projects Private Limited had been used for making payment of the settlement amounts to the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy. The said Premises had been occupied by tenants and Orbit Projects Private Limited is responsible for dealing with the tenants at its own costs. After the death of Smt. Mahamaya Dassi, the terms and conditions for development were modified mutually by and between Orbit Projects Private Limited and all the beneficiaries to the Estate of Tulsi Charan Law deceased and the following two Memoranda modifying the earlier Memorandum were executed in favour of Orbit Projects Private Limited for development of the said Premises:
- (a) Memorandum dated 14th November, 2009 executed by the Vendor herein together with several other beneficiaries to the Estate of Late Tulsi Charan Law collectively having five-sixth share therein (hereinafter referred to as "**the Five-Sixth**



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Agreement") in respect of their undivided five-sixth share in the Estate relating to the said Premises.

- (b) Memorandum dated 30th April, 2010 executed by the heirs of Late Ajit Kumar Law (being Smt. Rupsa Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra) and hereinafter referred to as **"the One-Sixth Agreement"** in respect of their undivided one-sixth share in the Estate relating to the said Premises.

- L. The said Premises is being developed in terms of the aforesaid Agreements by Orbit Projects Pvt. Ltd. The Estate of Tulsi Charan Law is entitled to receive 40 (forty) per cent of all areas and rights in the said Premises, and in the land comprised therein and in the new building to be constructed thereon. Accordingly, in terms of the Five-Sixth Agreement, upon development and construction by Orbit Projects Pvt. Ltd., the Vendor herein is entitled to receive 6.67% (six point sixty seven per cent) of all areas and rights in the said Premises, the land comprised therein and in the new building to be constructed thereon.
- M. Each beneficiary to the Estate of Tulsi Charan Law is independently entitled to deal with and/or dispose of in any manner whatsoever, his/her share and/or entitlement in the said premises including his/her entitlement under the aforesaid Agreements, without any reference to the other beneficiaries.
- N. The Vendor has warranted, assured, represented to, and covenanted with the Purchaser, inter alia, that the said Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, exactions, acquisitions, requisitions, attachments, vesting, alignments, easements, lis pendens, injunctions, court orders and liabilities whatsoever save and except the development rights granted to Orbit Projects Pvt. Ltd relating to the said Premises and that the Vendor is a beneficiary of the said Estate and is at present entitled to an undivided 1/6th share in the said Estate including 1/6th share in



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the said Premises and that the Vendor is entitled to receive the full consideration and lawfully sell, transfer and convey absolutely to the Purchaser, the Vendor's undivided 1/6th share and right and title in the said Premises and/or interest in the said Premises (hereinafter referred to as "the **Vendor's One-Sixth Share in the said Premises**") subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlement thereunder.

- O. There are no suits and/or proceedings and/or litigation and/or any Demands under the Public Demands Recovery Act pending in respect of the said Premises or any part thereof.
- P. There is no excess vacant land in the said Premises and no part of the said Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no proceedings are pending in respect thereof.
- Q. The Vendor has not made or entered into any agreement or arrangement whatsoever relating to the said Premises, whether written or oral or of any nature whatsoever with anyone (other than with Orbit Projects Private Limited) for sale and/or development and/or for otherwise dealing with, relating to and/or concerning the said Premises or any portion thereof and the Vendor are lawfully entitled to sell the Vendor's One-Sixth Share in the said Premises to the Purchaser subject to the Five-Sixth Agreement in the manner herein and there is no bar or restriction regarding the same.

II. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the Vendor's One-Sixth Share in the said Premises in its entirety free from all encumbrances, charges, liens, claims, demands, mortgages, leases, trusts, debutter, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever as aforesaid at and for a total agreed consideration of Rs. 9,25,00,000/- (Rupees nine crores

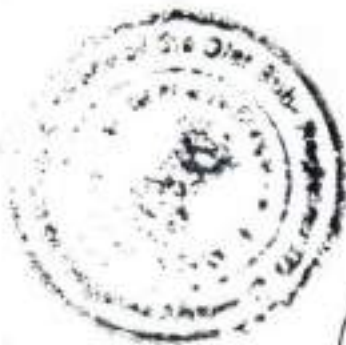


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twenty five lacs only) subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder. The Purchaser has simultaneously with the execution hereof already paid the said entire sum of Rs. 9,25,00,000/- (Rupees nine crores twenty five lacs only) to the Vendor as mentioned herein in the Memo for Consideration hereunder written being the full payment of the aforesaid agreed consideration and the Vendor has put the Purchaser in possession of the Vendor's One-Sixth Share in the said Premises subject to the Five-Sixth Agreement.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 9,25,00,000/- (Rupees nine crores twenty five lacs only) paid by the Purchaser to the Vendor simultaneously with the execution of these presents being the total consideration money for the absolute sale and transfer of the Vendor's One-Sixth Share in the said Premises (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby for ever acquit release and discharge the Purchaser as well as the Vendor's One-Sixth Share in the said Premises hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser and also transfer all his right title and interest whatsoever in favour of the Purchaser in **ALL THAT** an undivided 1/6th (one-sixth) share and interest in Premises No. 37, Ballygunge Park, Kolkata containing land measuring about 4287 square meters (equivalent to about 64.09 cottahs) more or less together with several old and dilapidated buildings and structures constructed thereon, which premises is morefully described in the **Schedule** hereto and is hereinafter referred to as the "**said Premises**" and the Vendor's undivided one-sixth share and right and title in the said Premises and/or interest in the said Premises is hereinafter referred to as the "**Vendor's One-Sixth Share in the said Premises**" absolutely and forever and free from all encumbrances, charges liens claims demands mortgages leases licenses trusts debutter prohibitions restrictions executions acquisitions requisitions attachments vesting alignment easements injunctions court orders liabilities and lis pendens whatsoever subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder **OR HOWSOEVER OTHERWISE** the said Premises or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded



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called known numbered described or distinguished **Together With** all entitlements, benefits and advantages of the application for sanction of the building plan for construction on the said Premises pending with the Kolkata Municipal Corporation as also all other approvals, consents, sanctions, clearances, permissions, etc. that have been applied for and/or obtained in connection therewith **Together With** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the Vendor's One-Sixth Share in the said Premises and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor relating to the Vendor's One-Sixth Share in the said Premises or any and every part thereof herein comprised and hereby granted and transferred subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder including in the new building to be constructed thereat **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said Premises or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the Vendor's One-Sixth Share in the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto including benefit and entitlement of the plans under sanction for construction on the said Premises subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder unto and to the use of the Purchaser absolutely forever without any manner of condition use trust and other things whatsoever to alter defeat encumber or make void the same and for ever free from all encumbrances, charges liens claims demands mortgages leases licenses



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occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements injunctions court orders liabilities and lis pendens whatsoever **AND** the Vendor doth hereby covenant with the Purchaser that the Vendor is the lawful owner of the Vendor's One-Sixth Share in the said Premises and are well and sufficiently seised and possessed of and entitled to the Vendor's One-Sixth Share in the said Premises and every part thereof free from all encumbrances, and liabilities of whatsoever nature **AND** the Vendor doth hereby covenant with the Purchaser that the Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Vendor's One-Sixth Share in the said Premises subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder including in the new building to be constructed thereat hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Vendor's One-Sixth Share in the said Premises or any part thereof subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder in the manner aforesaid **AND THAT NOTWITHSTANDING** any act deed matter or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the lawful owner of and well and sufficiently seised and possessed of and entitled to the Vendor's One-Sixth Share in the said Premises subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed matter or thing whatsoever as aforesaid the right, title or interest in respect of the Vendor's One-Sixth Share in the said Premises which the Vendor doth hereby profess to transfer subsists **AND THAT** the Vendor now has in himself good right and full and absolute power and indefeasible title to grant sell convey transfer and assure and assign the Vendor's One-Sixth Share in the said Premises hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser subject to the Five-Sixth Agreement and with



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benefit of the Vendor's entitlements thereunder in the manner aforesaid **AND THAT** the Vendor has duly made over possession of the Vendor's One-Sixth Share in the said Premises to the Purchaser herein and the Purchaser has received and accepted the same **AND THAT** the Purchaser shall be entitled to all benefits advantages appurtenances easements rights etc. relating to and/or appertaining to the Vendor's One-Sixth Share in the said Premises subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder including in the new building to be constructed thereat **AND THAT** the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the same without any lawful interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of the predecessors in title of the Vendor **AND THAT** notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that the transfer herein is subject to the Five-Sixth Agreement with Orbit Projects Private Limited which shall continue and remain in full force and effect and upon execution of this Deed of Conveyance the Purchaser herein shall stand substituted in the place and instead of the Vendor in the Five-Sixth Agreement and all rights and entitlements of the Vendor under the Five-Sixth Agreement shall stand automatically and without any further act or deed stand transferred in favour of and be receivable by the Purchaser herein **AND THAT** notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that all the right title interest entitlement claim demand ownership and possession of the Vendor in the said Premises and/or in the Vendor's One-Sixth Share of the said Premises and/or any portion thereof and/or under the Five-Sixth Agreement shall stand transferred absolutely by virtue of this Deed in favour of the Purchaser herein and after execution of this Deed the Vendor herein and/or any of his heirs, successors, executors, administrators and/or legal representatives shall not have any right title interest entitlement claim demand ownership and/or possession whatsoever in respect of the said Premises and/or have any connection whatsoever with the said Premises and/or the Vendor's One-Sixth Share in the said Premises and/or under the Five-Sixth Agreement in any manner whatsoever **AND THAT** the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept



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harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements injunctions court orders and lis pendens whatsoever suffered or made or liabilities created in respect of the said premises by the Vendor or any of them or by any person or persons lawfully or equitably claiming from under or in trust for the Vendor and/or any of the predecessors in title of the Vendor or otherwise **AND THAT** no part of the land comprised in the said premises is or can be deemed to be excess vacant land and/or be affected in any manner under the Urban Land (Ceiling and Regulation) Act, 1976 **AND THAT** the said Premises or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever **AND THAT** there is no certificate case or proceeding instituted or pending against the Vendor and/or concerning the said Premises in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force **AND THAT** no notice has been served on the Vendor or on his predecessor in title or any of them for the acquisition of the said Premises or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said Premises or any part thereof **AND THAT** no suit and/or proceeding and/or court order is subsisting affecting the said Premises and/or any part thereof nor the said Premises and/or any part thereof has been or is lying attached under any writ of attachment of any Court or Revenue Authority **AND THAT** the Vendor doth hereby appoint the Purchaser herein as his constituted attorney in respect of the said Premises and/or the Vendor's One-Sixth Share therein to appear and fully and effectually represent the Vendor before all necessary authorities, bodies, departments and officials including the Kolkata Municipal Corporation, Kolkata Improvement Trust, Fire Services, Kolkata Police, Central and State Government Departments, all State Executive Judicial or Quasi Judicial, Municipal and other authorities and also all Courts



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and Tribunals having jurisdiction, etc. in respect of the said premises including in connection with the sanction, modification and/or alteration of plans and/or for obtaining all necessary sanctions, permissions and approvals relating to the said premises including those relating to electrical, sewerage, drainage, water, telephone, gas and other utility connections from the respective relevant authorities and/or for fixation of the annual valuation of the said Premises and/or in all matters and proceedings relating to the said premises and ancillary and/or incidental thereto and to commence, prosecute, enforce, defend, answer and oppose all suits, actions and other legal proceedings and demands, civil criminal or revenue, before any Court of law or any authority concerning the said Premises, to sign declare verify and affirm all vakalatnamas, complaints, written statements, petitions, consent petitions, memorandum of appeal, affidavits and all deeds documents or other papers relating to the said premises, to retain appoint and employ Advocates and to give evidence and to tender and file documents, if any, when necessary and also, if thought fit, to compromise, settle, refer to arbitration, abandon, submit to judgment, or become non-suited in any such suit action or proceeding relating to the said premises and to do and perform all acts, deeds, matters and things and to prepare, sign, execute, verify, affirm, submit and take delivery of all maps, plans, applications, letters, communications, documents, statements, undertakings, declarations, petitions, affidavits, papers and writings for, and on behalf of and in the name of the Vendor relating to the said premises from time to time **AND THAT** the Vendor doth hereby indemnify the Purchaser of from and against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever that the Purchaser may suffer and/or incur and/or be liable for or put to in the event of there being any defect in title in respect of the Vendor's One-Sixth Share in the said Premises or any portion thereof and/or by reason of any of the declarations representations agreements and assurances made or given by the Vendor herein being found to be incorrect and/or in case of any act omission, breach, violation or default by the Vendor **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Vendor's One-Sixth Share in the said Premises or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute all such acts deeds matters and



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things whatsoever for further better and more perfectly and effectually granting and assuring the Vendor's One-Sixth Share in the said Premises and every part thereof subject to the Five-Sixth Agreement and with benefit of the Vendor's entitlements thereunder including in the new building to be constructed thereat unto and to the use of the Purchaser as shall or may be reasonably required **AND THAT** the Purchaser shall take over the entire obligation and responsibilities of the Vendor under clauses 2.39, 2.40 and 2.41 of the Five-Sixth Agreement dated 14th November, 2009 made between the Vendor herein together with several other beneficiaries to the Estate of Late Tulsi Charan Law collectively having five-sixth share therein and Orbit Projects Private Limited **AND THAT** the Purchaser hereby confirms and declares that the Vendor shall have no obligation or responsibilities to make payment of the deposit as provided in the aforesaid clauses of the Five Sixth Agreement dated 14th November, 2009.

THE SCHEDULE ABOVE REFERRED TO :

"SAID PREMISES"

ALL THAT the piece and parcel of land measuring 4287.00 square meters more or less (equivalent to about 64.09 cottahs) together with, in old and dilapidated condition, several buildings and structures constructed thereon together measuring about 919.01 square meters (equivalent to about 9892 square feet), situate lying at and being Premises No. 37, Ballygunge Park, Kolkata, under Police Station Karaya, within Ward 65 of the Kolkata Municipal Corporation and delineated in **GREEN** colour in the **Map or Plan** annexed hereto and butted and bounded in the following manner –

ON THE NORTH:	By Ballygunge Park;
ON THE EAST :	By Premises no. 36, Ballygunge Park;
ON THE SOUTH:	By Premises no. 38 Ashutosh Choudhury Road; and
ON THE WEST :	By Ashutosh Choudhury Road.



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OFFICE OF THE INSPECTOR GENERAL
DEPARTMENT OF DEFENSE

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OR HOWSOEVER OTHERWISE the said premises were or was situated butted bounded called known numbered described or distinguished.

An undivided 1/6th (one-sixth) share and interest in the above premises equivalent to about 714.5 square metres (that is, about 10.681 cottahs) of land and about 153.19 square metres (that is, about 1648 square feet) of constructions is the subject matter of this Deed of Conveyance.

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

SIGNED AND DELIVERED by the
within-named Vendor at Kolkata in
the presence of :

Sarnat Kumar Shaha

8
Indrajit Laha
8, Pretoria Street
Kolkata - 71
Gitali Laha

SIGNED AND DELIVERED by the
within-named Purchaser at Kolkata
in the presence of :

Indrajit Laha
Gitali Laha
8, Pretoria Street,
Kolkata - 700071

on 10/10/11

For ORIGINAL CONTRACT

[Signature]

Prepared by: *Shangma Haraphie*
R. Ginodia & Co.
7C, Kiran Shankar Roy Road
Kolkata - 700 001.



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RECEIVED of and from the within-named Purchaser the within-mentioned total consideration money of Rupees nine crores twenty five lacs only payable by the Purchaser as per the following -

MEMO OF CONSIDERATION

By manager's cheque no. 170415 dated 16.09.2011
issued by HDFC Bank, Kolkata.

Rs. 9,25,00,000/-

(Rupees nine crores twenty five lacs only)

WITNESSES :

Indrajit Laha

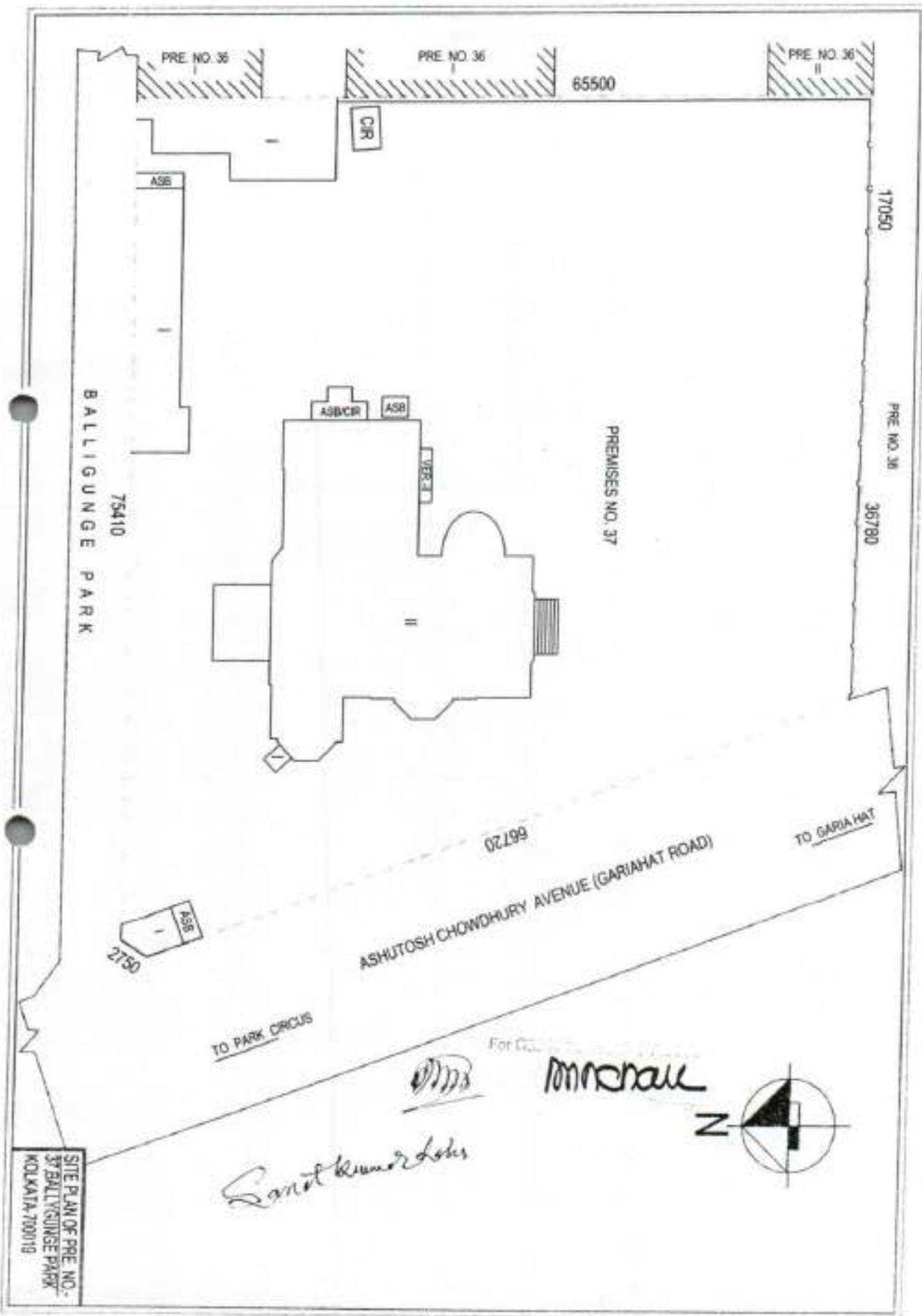
Gitali Laha

Sunil Kumar Dole



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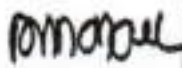








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RECEIVED
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SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
	 	(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
	 	(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
	 	(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little



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U.S. DEPARTMENT OF JUSTICE
OFFICE OF THE INSPECTOR GENERAL

1 SEP 2011

Dated this 17th day of September, 2011

BETWEEN

SANAT KUMAR LAW.

... Vendor

AND

ORBIT NIKETAN PRIVATE LIMITED

... Purchaser

DEED OF CONVEYANCE

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata.