

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Administration and Register

Signature

Administration and Register

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Administration and Register

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THIS DEED OF CONVEYANCE made this 2 day of October two thousand and ten BETWEEN (1) SMT. RUPSHI SONA LAW, widow of Late Ajit Kumar Law, by religion Hindu, residing at 8, Pretoria Street, Kolkata and having Permanent Account Number ACYPL5816F, (2) ANUP KUMAR LAW, son of Late Ajit Kumar Law, by religion Hindu, residing at 8, Pretoria Street, Kolkata and having Permanent Account Number AAVPL0409K, (3) SMT. KARABI ROY, wife all Asoke Kumar Roy and

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v.e.T.5

Director

FOR ORBIT NIKETAN PVT. LTD.

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BAGANT KUMAR PARACH IN 1805 HUISE





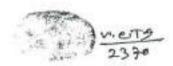
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daughter of Late Apit Kumar Law, by religion Hindu, residing at 15, Kali Krishna Tagore Street, Kolkata and having Permanent Account Number AERPR\$857D, (4) SMT. SWAPNA DE, wife of Deb Kumar De and daughter of Late Ajit Kumar Law, by religion Hindu, residing at 100B, Prem Chand Boral Street, Kolkata - 700 012 and having Permanent Account Number AMNPD3383B and (5) SMT. ANUPAMA CHANDRA wife of Partha Tapan Chandra and daughter of Late Ajit Kumar Law, by religion Hindu, residing at 68A/2, Peary Mohan Roy Road, Kolkata - 700 027 and having Permanent Account Number AFUPC7098B, all the 5 persons abovenamed collectively representing undivided 1/6th share in the Estate of Tulsi Charan Law decessed in their capacity as beneficiaries who are at present collectively entitled to an undivided 1/6th share in the Estate of Tulsi Charan Law deceased including 1/6 share of the said premises (as described in the Schedule) and hereinafter collectively referred to as "the Vendors" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the aforesaid persons and their respective heirs, successors, executors, administrators, legal representatives and assigns in respect of the undivided one-sixth share the Estate relating to the said premises belonging to the five persons named above) of the FIRST PART AND (1) SMT. RUPSHI SONA LAW, widow of Late Apr Kumar Law, by religion Hindu, residing at 8, Pretoria Street, Kolkata and having Personnent Account Number ACYPL5816F and (2) ANUP KUmAR LAW, son of Late Apr Kannar Law, by religion Hindu, residing at 8, Pretoria Street, Kolkata and having Persuament Account Number AAVPI.0409K in their capacity as the joint executors to the Last Will and Testament dated 22nd July, 1992 of Ajit Kumar Law in terms of the probate granted to them by the Learned District Delegate at Alipore in Act 39 Case No. 104/98(P) hereinafter jointly referred to as "the Confirming Parties" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors inoffice and assigns) of the SECOND PART AND ORBIT NIKETAN PRIVATE LIMITED a company within the meaning of the Companies Act 1956 baving its registered office and carrying on business at 1, Garstin Place, Kolkata, having Permanent Account Number AABCO3515G and represented by its Directors Nr. Basant Kumar Parakh son of Ratan Lal Parakh and Mr. Vijay Narayan Rathi son of Satya Narayan Rathi, hereinafter referred to as "the Purchaser" (which expression shall onless excluded by of repugnant to the subject or context be deemed to mean and include its subjects in interest and assigns) of the THIRD PART -

#### WHEREAS:

I. The Vendors and the Confirming Parties have represented to the Purchaser as follows:

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Anupama Chandra

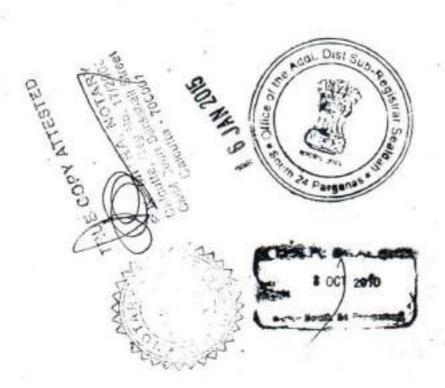


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- A. One Surendra Nath Law was the absolute owner and fully seized and possessed of several immovable properties including Premises no. 37, Ballygunge Park, Kolkata.
- B. The said Surendra Nath Law died leaving behind his Last Will dated July 20, 1935. 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.
- 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.
- By virtue of the aforesaid Tulsi Charan Law became the absolute lawful owner of the said premises no. 37, Ballygunge Park, Kolkata.
- The said Tubsi Churn Law died on January 6, 1962 leaving behind his widow Smt.

  Mahamaya Dassi, 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 Kolkata 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 Administratix Pendedte Litte to the Estate of her husband Tulsi Charan Law.
- G. During the long drawn legal proceedings the said Sint. Tara Sundari Auddy and also two sons of Tulsi Charan Law being Apr 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. Tam Sundam Auddy agreed to receive 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, sitle, 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 21<sup>st</sup> 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 death of Smt. Mahamaya Dassi (who died intestate as per the knowledge and belief of the Vendors and the Confirming Parties), the following persons at present are now absolutely entitled to the Estate of Tulei 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 Ajir Kumar Law (a) Smt. Rupashi Sona Law (b) Anup Kumar Law (c) Smt. Karabi Ray (d) Smt. Swapna Dey (e) Smt. Anupama Chapdra	one-sixth (jointly)
(vi) Heirs of Late Ranjit Kumarl aw (a) Srot. Bansari Law (b) Rajdeep Law (c) Miss Roshni Law	J due sixth (jointly)



- 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 Vendors herein and no appeal or other proceedings has been filed against the same
- K. The last Will and Testament dated 22nd July, 1992 of Ajit Kumar Law who died on 21st April, 1996 has been duly proved and probate has been granted by the Learned District Delegate at Alipore in Act 39 Case No. 104/98(P) in respect of the same to the Joint Executors Smt. Rupshi Sona Law and Anup Kumar Law (being the Confirming Parties berein). Under the said Will, the share of Late Ajit Kumar Law in the Estate of Late Tulsi Charan Law has been bequeathed to the Vendors herein in the following manner:

	Undivided Share in Ajit Kumar Law's one-sixth share in the Estate of Late
	Tulsi Charan Law
(a) Smt. Rupshi Sona Law	20%
(b) Anup Kumar Law	50%
(c) Smt. Karabi Roy	10%
(d) Smt. Swapna De .215.	10%
(e) Smt. Anupama Chandra	10%
Total	100%

The Confirming Parties herein have also assented to the aforesaid bequests in favour of the Vendors herein.

L. Premises no. 37 Ballygunge Park, Kolkata containing land measuring about 4287 square meters (equivalent to about 64.09 cortals) more or less together with several old and dilapidated buildings and structures constructed thereon and morefully described in the Schedule-hereig and hereinafter referred to as the "said Premises" had been given for development to Orbit Projects Private Linuted. The



said Premises had been occupied by tenants and Orbit Projects Private Limited is responsible for dealing with the tenants at its own costs. The following two Memoranda were executed in favour of Orbit Projects Private Ltd. for development of the said Premises:

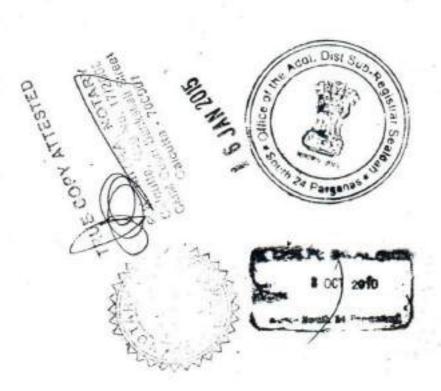
- (a) Memorandum dated 14th November, 2009 executed by the other beneficiaries to the Estate of Late Tulsi Charan Law collectively having fivesixth share therein (hereinafter referred to as "the Five-Sixth Agreement") in respect of their undivided five-sixth share in the Estate relating to the said Premises.
- (b) Memorandum dated 30th April, 2010 executed by the Vendors herein (hereinafter referred to as "the Vendors' One-Sixth Agreement" in respect of the Vendors' undivided one-sixth share in the Estate relating to the said Premises.
- M. 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 Vendors' One-Sixth Agreement, upon development and construction by Orbit Projects Pvt. Ltd., the Vendors herein are 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.
- N. 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.
- O. The Vendors have 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, executions, acquisitions, requisitions, attachments, vesting, alignments, easements, lis pendens, injunctions, court orders and liabilities whatsoever save and except the said tenancies and the development



rights granted to Orbit Projects Pvt. Ltd relating to the said premises and that the Vendors are the beneficiaries of the said Estate and are at present entitled to an undivided 1/6th share in the said Estate including 1/6 share in the said Premises and that the Vendors are 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 Vendors' One-Sixth Share in the said Premises") subject to the Vendors' One-Sixth Agreement and with benefit of the Vendors' entitlement thereunder.

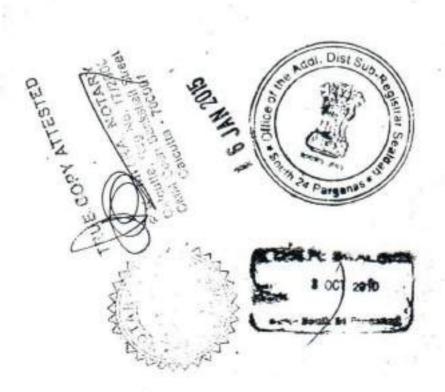
- P. To the best of the knowledge and belief of the Vendors and the Confirming Parties there are no suits and/or proceedings and/or litigation and/or any Demands Under the Public Demands Recovery Act pending in respect of the said premises or any part thereof.
- Q. There is no excess vacant land in the said premises and no part of the 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.
- R. The Vendors and/or the Confirming Parties have 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 Vendors are lawfully entitled to sell the Vendors' One-Sixth Share in the said Premises to the Purchaser in the manner herein and at the time of execution of this Deed there is no bar or restriction regarding the same.
- II. The Purchaser has agreed to purchase the Wendors' One-Sixth Share in the said Premises with full satisfaction of the title of the Vendors.
- III. The Vendors have agreed to sell to the Purchaser and the Confirming Parties have agreed to confirm such sale and the Purchaser has agreed to purchase the Vendors' 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, easewers, injunctions, court orders, liabilities and lis pendens whatsoever as aforesaid at and for a total agreed consideration of Rs. 7,40,00,000/- (Rupees seven crores forty lacs only) subject to the

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Vendors' One-Sixth Agreement and with benefit of the Vendors' entitlements thereunder. The Purchaser has simultaneously with the execution hereof already paid the said entire sum of Rs. 7,40,00,000/- (Rupees seven croses forty lacs only) to the Vendors as mentioned herein in the Memo for Consideration being the full payment of the aforesaid agreed consideration and the Vendors have put the Putchaser in possession of the Vendors' One-Sixth Share in the said Premises subject to the Vendors' One-Sixth Agreement.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 7,40,00,000/- (Rupees seven crores forty lacs only) paid by the Purchaser to the Vendors simultaneously at the execution of these presents being the total consideration money for the absolute sale and transfer of the Vendors' One-Sixth Share in the said Premises (the receipt whereof the Vendors and the Confirming Parties do 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 Vendors' One-Sixth Share in the said Premises hereby transferred and conveyed) the Vendors do hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser and the Confirming Parties do hereby assure and confirm the same unto the Purchaser and also transfer all their 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 Vendors' undivided one-sixth share in the said premises is hereinafter referred to as the "Vendors' 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 Vendors' One Sixth Agreement and with benefit of the Vendors' entitlements thereunder OR HOWSOEVER OTHERWISE the said premises or any part or portion thereof now is or are or at any time or times heresofore was or were situated butted and bounded called known numbered described or distinguished Together With all entitlements, benefits and advantages of the application for sandtion of the building plan for construction on the said Premises pending with the Kolkus Municipal Corporation as also all other approvals, consents, sanctions, clearances, permissions, etc. that have been applied for and/or obtained in connection therewith, Fogether With all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains we water courses ditches fences plaths and all monner of former and other rights liber. "



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assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors and/or the Confirming Parties may or can be prevented from granting selling conveying assigning and assuring the Vendors' One-Sixth Share in the said Premises or any parr thereof subject to the Vendors' One-Sixth Agreement and with benefit of the Vendors' entirlements thereunder in the manner aforesaid AND THAT NOTWITHSTANDING any act deed matter or thing by the Vendors and/or the Confirming Parties done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the lawful owners of and well and sufficiently seised and possessed of and entitled to the Vendors' One-Sixth Share in the said Premises subject to the Vendors' One-Sixth Agreement and with benefit of the Vendors' 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 whatscever to alter defeat encumber or make word the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the right, title or interest in respect of the Vendors' One-Sixth Share in the said Premises which the Vendors do hereby profess to transfer subsists AND THAT the Vendors now has in themselves good right and full and absolute power and indefeasible title to grant sell convey transfer and assure and assign the Vendors' 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 Vendors' One-Sixth Agreement and with benefit of the Vendors' entitlements thereunder in the manner aforesaid AND THAT the Vendors and the Confirming Parties have duly made over possession of the Vendors' 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 Vendors' One-Sixth Share in the said Premises subject to the Vendors' One-Sixth Agreement and with benefit of the Vendors' 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 Vendors and/or the Confirming Parties or any person or persons lawfully or equitably claiming from under or in trust for the Vendors and/or the Confirming Parties or from under or in trust for any of the predecessors in title of the Vendors relating to Vendors' One-Sixth Share in the said premises AND THAT notwithstanding anything to the contrary contained elsewhere it is expressly made clear that the transfer herein is subject to the Vendors One-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 Vendors in the Vendors' One-Sixth Agreement

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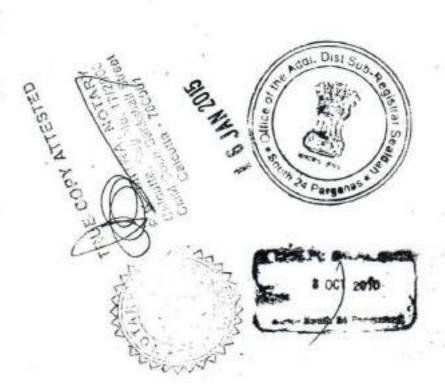
and all rights and entitlements of the Vendors under the Vendors' One-Sixth Agreement shall stand automatically and without any further act or deed stand transferred in favour of and be receivable by the Purchaser herein AND THAT notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that all the right title interest ownership and possession of the Vendors and the Confirming Parties in the Vendors' One-Sixth Share of the said Premises and/or any portion thereof and/or under the Vendors' One-Sixth Agreement shall stand transferred absolutely by virtue of this Deed in favour of the Purchaser herein and after execution of this Deed none of the Vendors and/or the Confirming Parties herein and/or any of their heirs, successors, executors, administrators and/or legal representatives shall have any right title interest entitlement claim demand or connection whatsoever with the Vendors' One-Sixth Share of the said Premises and/or under the Vendors' One-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 Vendors and the Confirming Parties well and sufficiently saved defended and kept 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 essements injunctions court orders and lis pendens whatsoever suffered or made or liabilities created in respect of the Vendors' One-Sixth Share of the said premises by the Vendors and/or the Confirming Parties or any of them or by any person or persons lawfully or equitably claiming from under or in trust for the Vendors and/or the Confirming Parties and/or any of the predecessors in title of the Vendors in respect of the Vendors' One-Sixth Share of the said premises 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 to the best of the knowledge of the Vendors and the Confirming Parties the said promises 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 Vendors and/or the Confirming Parties and/or concerning the Vendors' One-Sixth Share in the Premises in any manner whatsoever for realisation of the attents of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 of sery belief Act for the time being in force AND THAT no notice has been served on the Vendors or on their 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

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framed thereunder and the Vendors and/or the Confirming Parties have 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 Vendors and the Confirming Parties do hereby appoint the Purchaser herein as their constituted attorney in respect of the Vendors' One-Sixth Share in the said premises to appear and fully and effectually represent the Vendors and the Confirming Parties 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 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, plaints, 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 at the Purchaser's costs 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, abandou, 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 names of the Vendors and the Confirming Parties relating to the said premises from time to time AND THAT the Vendors and the Confirming Parties do 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 Vendors' One-Sixth Share in the said Premises or any portion of the Vendors' One-Sixth Share in the said Premises and/or by reason of any of the declarations representations

16



agreements and assurances made or given by the Vendors and/or the Confirming Parties herein being found to be incorrect and/or in ease of any act omission, breach, violation or default by the Vendors and/or the Confirming Parties with respect to the Vendors' One-Sixth Share of the said premises AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any right title interest or whatsoever in the Vendors' One-Sixth Share in the said Premises or any part thereof from through under or in trust for the Vendors and/or the Confirming Parties 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 things whatsoever for further better and more perfectly and effectually granting and assuring the Vendors' One-Sixth Share in the said Premises and every part thereof subject to the Vendors' One-Sixth Agreement and with benefit of the Vendors' 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.

# 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,

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

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 contractions 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 Vendors at Kolkata in the presence of:

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

And one carrole

- Taslanter from maty of

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

And one carrily

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Prepared by: Keyer Christie
R. Gnodia & Co. Athresis

7C, Kiran Shankar Roy Road

Kolkata - 700 001.

Rupshisona Laha i drup kuran klan Kascabi Roy.

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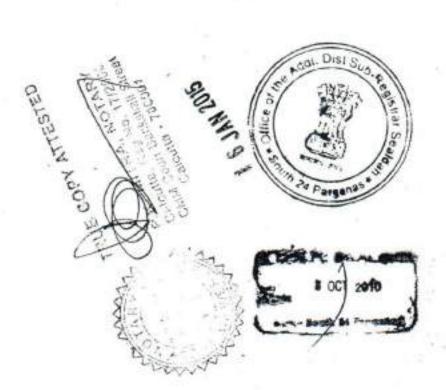
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RECEIVED of and from the within-named Purchaser the within-mentioned total consideration money of Rupees Seven Crores Forty Lacs only payable by the Purchaser as per the following.

# MEMO OF CONSIDERATION

By Demand Draft bearing no. 410737 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Smt. Rupshi Sona Law alias Smt. Rupshi Sona Laha 90,00,000/-By Demand Draft bearing no. 410732 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Smt. Rupshi Sona Law alias Smt. Rupshi Sona Laha. 58,00,000/-By Demand Draft bearing no. 410730 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Smt. Karabi Roy. 74,00,000/-By Demand Draft bearing no. 410728 dated 29.09.2010 issued by Canara Bank, Braboume Road Branch, Kolkata in favour of Smt. Swapna De. 74,00,000/-By Demand Draft bearing no. 410729 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Smt. Anupama Chandra. 74,00,000/-By Demand Draft bearing no. 410733 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Anup Kumar Law alias Anup Kumar Laha. 92,50,000/-By Demand Draft bearing no. 410734 dated 29.09.2010 issued by Canam Bank, Brabourne Road Branch, Kolkata in favour of Anup Kumar Law alias Anup Kumar Laha. 92,50,000/-By Demand Draft bearing no. 410735 dated 29.09.2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Anup Kumar Law alias Anup Kumar Laha. 92,50,000/-By Demand Draft bearing no. 410736 dated 29,09,2010 issued by Canara Bank, Brabourne Road Branch, Kolkata in favour of Anup Kumar Law alias Anup Kumar Laba,

(Rupees seven croses forty lacs only)

WITNESSES

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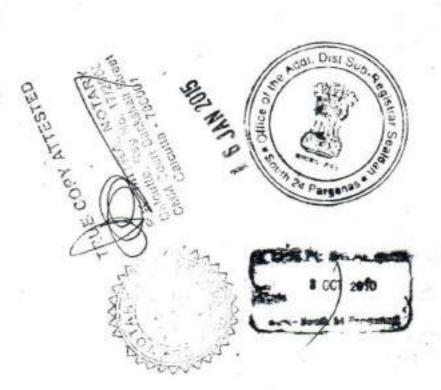
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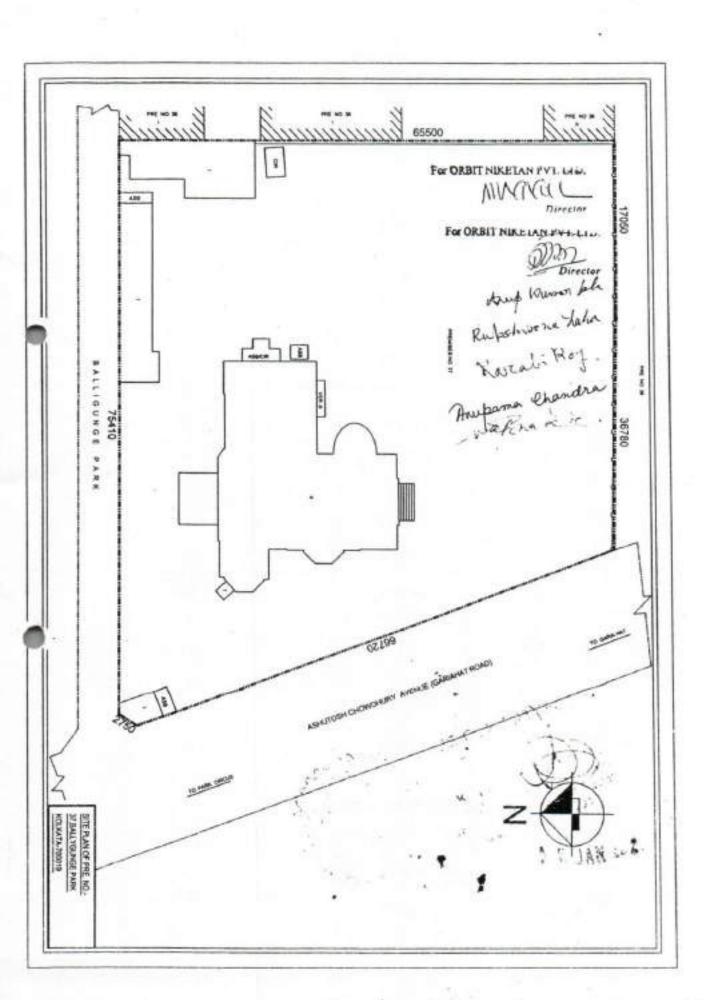
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5 JAN 2015









## Government Of West Bengal Office Of the A. D. S. R. SEALDAH District:-South 24-Parganas

# Endorsement For Deed Number : I - 03019 of 2010 (Serial No. 03664 of 2010)

#### On 08/10/2010

## 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 of Indian Stamp Act 1899.

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 813989/- on 08/10/2010

# 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.-74000000/-

Certified that the required stamp duty of this document is Rs.- 5180000 /- and the Stamp duty paid as Impresive Rs.- 100/-

#### Deficit stamp duty

Deficit stamp duty Rs. 5180000/- is paid, by the draft number 974876. Draft Date 29/09/2010, Bank Name State Bank of India, OVERSEAS BRANCH KOLKATA, received on 08/10/2010

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

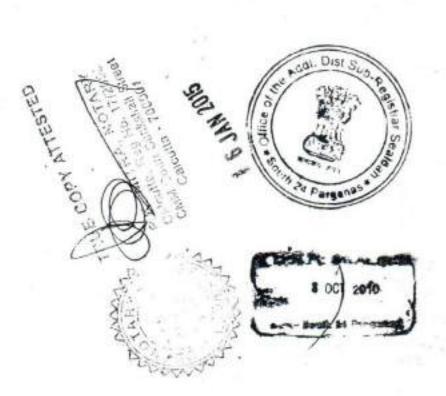
Presented for registration at 15.08 hrs on :08/10/2010, at the Private residence by Vijay Narayani Rathi one of the Claimants.

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

#### Execution is admitted on 08/10/2010 by

- 1 Smt Rupshi Sona Law, wife of Late Ajit Kumar Law , 8, Pretoria Street, Thana -Shakespeare Sarani, District -Kolkata, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
- 2 Anup Kurnar Law, son of Late Ajit Kumar Law , 8, Pretoria Street, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. - , By Caste Hindu, By Profession: Cultivation
- 3 Smt. Karabi Roy, wife of Asoke Kumar Roy , 15, Kali Krishna Tagore Street, District: Kolkata, WEST BENGAL India, P.O. , By Caste Hindu, By Profession: Others
- 4 Smt. Swapna De, wife of Deb Kumar De , 100b, Prem Chand Boral Street, District Kelkata, WEST BENGAL India. P.O Pin -700012 , By Caste Hindu, By Profession : House wife
- Smt. Anupama Chandra, wife of Partha Tapan Chandra; 68a/2, Pegry Mohan Roy Road. District -Kolkata, WEST BENGAL, India, P.O.: - Pin: -700027, By Caste Hindu By Profession. Others
- Vijay Narayan Rathi
   Director, Orbit Niketan Pvt. Ltd., 1, Garatin Place, Thana:-Hare Street, District:-South 24-Parganas.
   WEST BENGAL, India. P.O.:-By Profession: Business

( Ajay Kumas Mukher ee





# Government Of West Bengal Office Of the A. D. S. R. SEALDAH District:-South 24-Parganas

# Endorsement For Deed Number : I - 03019 of 2010 (Serial No. 03664 of 2010)

Basant Kumar Parakh
Director, Orbit Niketan Pvt. Ltd, 1, Garstin Place, Thana:-Hare Street, District:-South 24-Parganas,
WEST BENGAL, India, P.O.:By Profession: Business

Identified By Sushnta Kumar Maity, son of . ., Alipore Police Court, Cal, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Hindu. By Profession: Advocate.

( Ajay Kumar Mukherjee ) ADDITIONAL DISTRICT SUB-REGISTRAR



( Ajay Kumar Mukherjee )



# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 9789 to 9812 being No 03019 for the year 2010.



(Ajay Kumar Mukherjee) 20-October-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH West Bengal

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# BETWIEN

SMT, RUPSHI SONA LAW & ORS.

... Vendors

AND

SMT, RUPSHI SONA LAW & ANR.

... Confirming Parties

AND

ORBIT NIKETAN PRIVATE LIMITED

... Purchsoer

DEED OF CONVEYANCE

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