1. 50. " 102626 c 2964 semissible under negn kuie ti daiy siamped ander the incien samp Act-1899 as ammended by Act III o -1900 & section \$2 (I) of the Calcutte 700/01-Improvement Act 1911 schools - 1 Stamp curv paid under the Indian stamp Aq -1 1808 of Amended in 1964 Rs and the instruments by duly stamped Additions, duty paid under the Calcutta Impres & Chappen Cos/907381 ment Art-1911 Rs......P.

THIS DEED OF CONVEYANCE is made at Kolkata this Two thousand Three BETWEEN SUNIL KUMAR ADHYA,

1

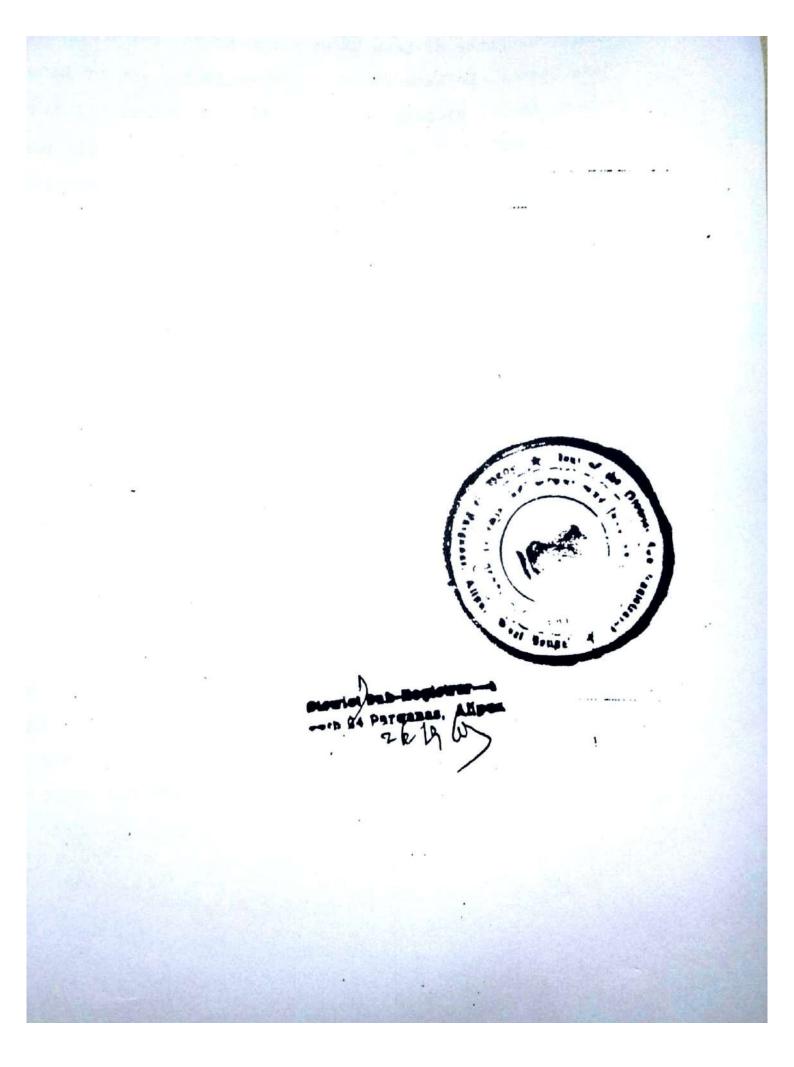
80- x As director of Assermy PUT. 06-51 min 28 galin gr. ltd. 2) Ram chandle phar Arsenal Releis Private Limited 3) lakthen whan sould de a south of both of TOE Awards Patit Ped. (h) Soush Duy Wo Balm Dry (5) Dali Klistoon We md. Nivs-(6) Lily Dutte Wo Churenan' Dutte (7) Delosion Adhys Son self t as constituted afformy of smil Kn. Adhys Dali Khatoon Lily Sulta.

son of Late Radha Raman Adhya, residing at 10B, Hari Sava Street, Kolkata- 700023, KATTYANI SEM, daughter of Late Radha Raman Adhya of Sunil Ly. Adluga.

1 September 1 September 1915 Sen. WIO in (+. Block Malts Sen. (a) Signita chambres w/o (1-) Binsts Bard Wolde sujata chandra Tows elma Bola (11) Soute - Adhyo Solate Sulverdom KM. Adliys for - Bánala Borol Sell- tal constituted aftery tel minsti Helys Deljani Nardy. SI MINZE PRINTING 1-16. Janan Adhan. In goly and constated 1 Harman of Nicati Arblinga Estipani Nandy. Fredition by me Syames A Set. Comment of men 7" War Sour Bracker

4

and wife of Late Bhola Nath Sen, residing at 7/1B, Neogi Pukur Bye Lane, Kolkata- 700014, SIJATA CHANDRA, daughter of Late Radha Raman Adhya and wife of Late Raja Ram Chandra, residing at 8/1/1, Ramnath Kabiraj Lane, Kolkata- 700012, BINATA BORAL, daughter of Late Radha Raman Adhya and wife of Late Tara Chand Boral, residing at 30/6D, Doctors Lane, Kolkata- 700014, PUSPITA ADHYA, daughter of Late Radha Raman Adhya, residing at 10B, Hari Sava Street, Kolkata-700023, GAUTAM ADHYA, son of Late Subhendu Kumar Adhya, residing at 10B, Hari Sava Street, Kolkata-700023, MINOTI ADHYA, wife of late Subhendu Kumar Adhya, all residing at 10B, Hari Sava Street, Kolkata- 700023, DKBJANI NANDIK daughter of Late Subhendu Kumar Adhya and wife of Biswajit Nandi, residing at 9, Latu Babu Lane, Kolkata- 700006, DEBASISH ADHYA, son of Sunil Kumar Adhya, residing at 10B, Hari Sava Street, Kolkata-700023. RAM CHANDRA DHAR and LAKSHAN CHANDRA DHAR, both the sons of Mridu Dhar, both residing at 70E, Ananda Palit Road, Kolkata- 700014, LILY DUTTA, daughter of Mridu Dhar, and wife of Churamoni Dutta, residing at 12C, Middle Road, Kolkata- 700014, DALI KHATOON, daughter of Mridu Dhar and wife of Md. Nizam, residing at 12/1D, Beechulal Road, Kolkata- 700014 and SCHALI DEY, daughter of Mridu Dhar and wife of Barun Dey, residing at 18, Lal Madhav Mukherjee Lane, Kolkata- 700007 ("hereinafter collectively called the Vendors" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives) of the One Part AND APSEN-AL HOTELS PRIVATE LIMITED, a Private Company within the meaning of the Companies Act, 1956, having its Registered Office at 51,



Mirza Ghalib Street, Kolkata-700016 (hereinafter called "the Purchaser" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his its successors and assigns) of the Other Part.

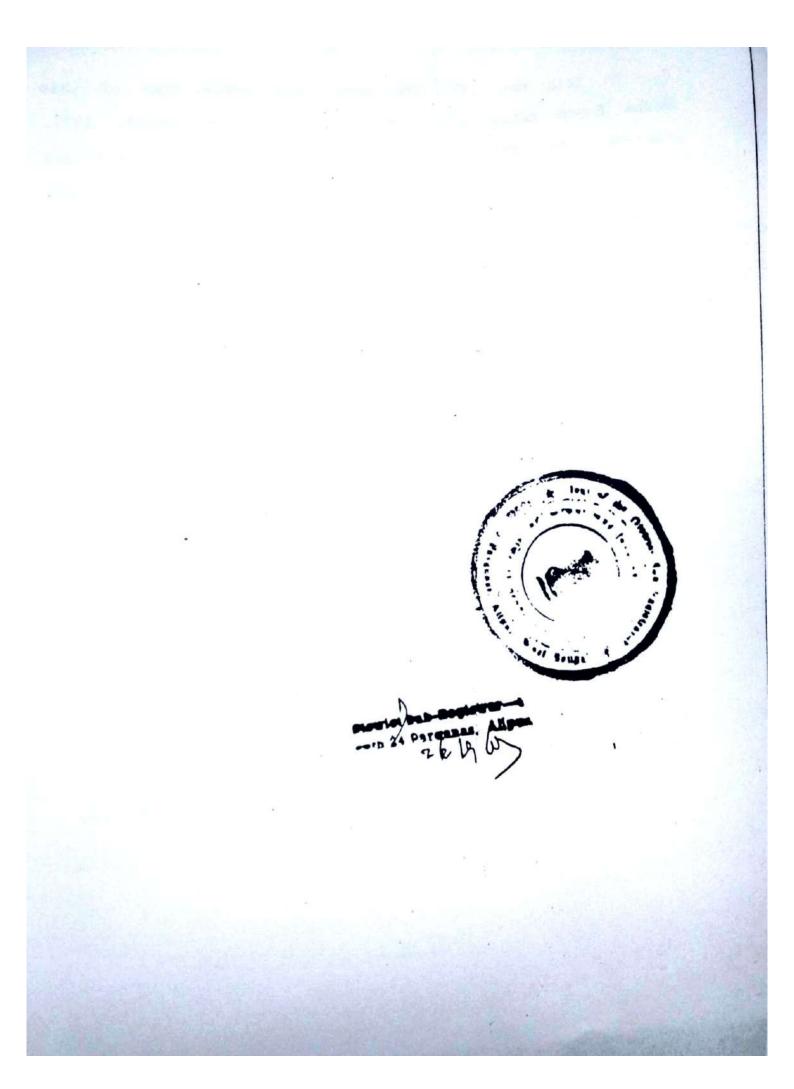
WHEREAS

- 1. One Radha Raman Adhya had purchased, in an auction, all that the Mourasi Mokarari land containing an area of 7 Cottahs 8 Chittacks, be the same a little more or less, together with one storied brick built (pucca) structure, constructed and/or erected thereon, lying and/or situate at Municipal Premises No.21, Kabi Md. Iqbal Road, Kolkata-700023, fully described in the Schedule hereunder written (hereinafter called "the said Premises"), under a Certificate of Sale dated 31st day of August, 1940, issued pursuant to Order 21, Rule 94 of the Code of Civil Procedure, by the Learned 4th Sub-Judge Court at Alipore in Title Suit No.43 of 1939 between Radha Raman Adhya (Decree Holder) & Smt. Khatun Nessa Bibi (Debtor), for valuable consideration therein mentioned.
- 2. Radha Raman Adhya was the absolute owner of the said Premises till his death on 11th June, 1972. He died intestate leaving behind him inter alia, the said Property and the following legal heirs, each having undivided 1/8th share or interest in the said Premises:-
 - (1) Smt. Saroj Basini Adhya (widow)
 - (11) Sunil Kr. Adhya (son)
 - (111) Subhendu Kr. Adhya (son)



2 6 19 W

- (1v) Smt. Kattyani Sen (daughter)
- (v) Smt. Mridu Dhar (daughter)
- (v1) Smt. Sujata Chandra (daughter)
- (v11) Smt. Binata Boral (daughter)
- (viii) Smt. Puspita Adhya (daughter)
- 3. On 16th May, 1977, Smt. Saroj Basini Adhya, wife of Late Radha Raman Adhya, died leaving a Will dated 3rd March, 1977, whereby Saroj Basini Adhya, since deceased, gave, devised and bequeathed her undivided one-eighth share or interest in respect of the said Premises, to her grand sons, namely, Debashis Adhya, son of Sunil Kumar Adhya and Gautam Adhya, son of Subhendu Kr. Adhya in equal share. The said Will was proved and Probate was granted pursuant to the order passed by the Ld. 1st Additional District Judge at Alipore on the 8th day of March, 2002 in 0.5. No.4 of 1978.
- 4. In the meantime, on 21st May, 1987, Mridu Dhar, daughter of Radha Raman Adhya, since deceased, died intestate leaving behind her inter alia, undivided 1/8th share or interest in the said Premises and the following legal heirs:
 - (i) Ram Chandra Dhar (son)
 - (11) Lakshan Chandra Dhar (son)
 - (111) Lily Dutta (married daughter)
 - (iv) Dali Khatoon (married daughter)
 - (v) Sonali Dey (married daughter)
- 5. On 24th day of September, 2002, Subhendu Kr. Adhya, another son of Late Radha Raman Adhya, died intestate, leaving behind him, inter alia, 1/8th undivided share or interest in the said



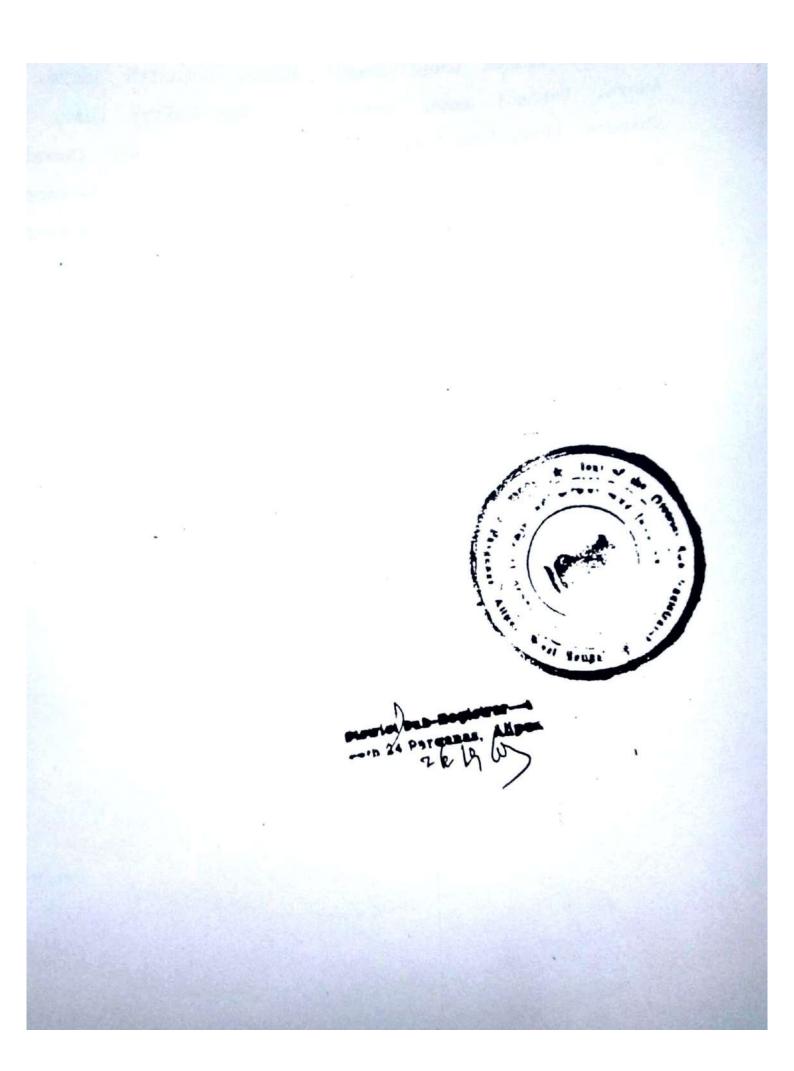
Premises and also leaving behind him surviving the following legal heirs:-

- (a) Minoti Adhya (widow)
- (b) Debjani Nandi (married daughter)
- (c) Gautam Adhya (son)
- 6. In the premises, Sunil Kumar Adhya, Kattyani Sen, Sujata Chandra, Binata Boral, Puspita Adhya, Debasish Adhya, Minoti Adhya, Debjani Nandi, Gautam Adhya, Ram Chandra Dhar, Lakshan Chandra Dhar, Lily Dutta, Dali Khatoon, Sonali Dey (hereinafter collectively called "the present Owners") have jointly become the present Owners of the said Premises in the manner following:-

(i)	Sunil Kr. Adhya	=	12.5%
(11)	Smt. Kattyani Sen	=	12.5%
(111)	Smt. Sujata Chandra	=	12.5%
(iv)	Smt. Binata Boral	=	12.5%
(v)	Smt. Puspita Adhya	=	12.5%
(v1)	Debasish Adhya	=	6.25X
(v11)	Gautam Adhya	=	10.41%
(viii)	Minoti Adhya	=	4.17%
(1x)	Debjani Nandi	=	4.17%
(x)	Ram Chandra Dhar	=	2.5%
(x1)	Lakshan Chandra Dhar	=	2.5%
(x11)	Lily Dutta	=	2.5%
(x111)	Dali Khatoon	=	2.5%
(xiv)	Sonali Dey	=	2.5%

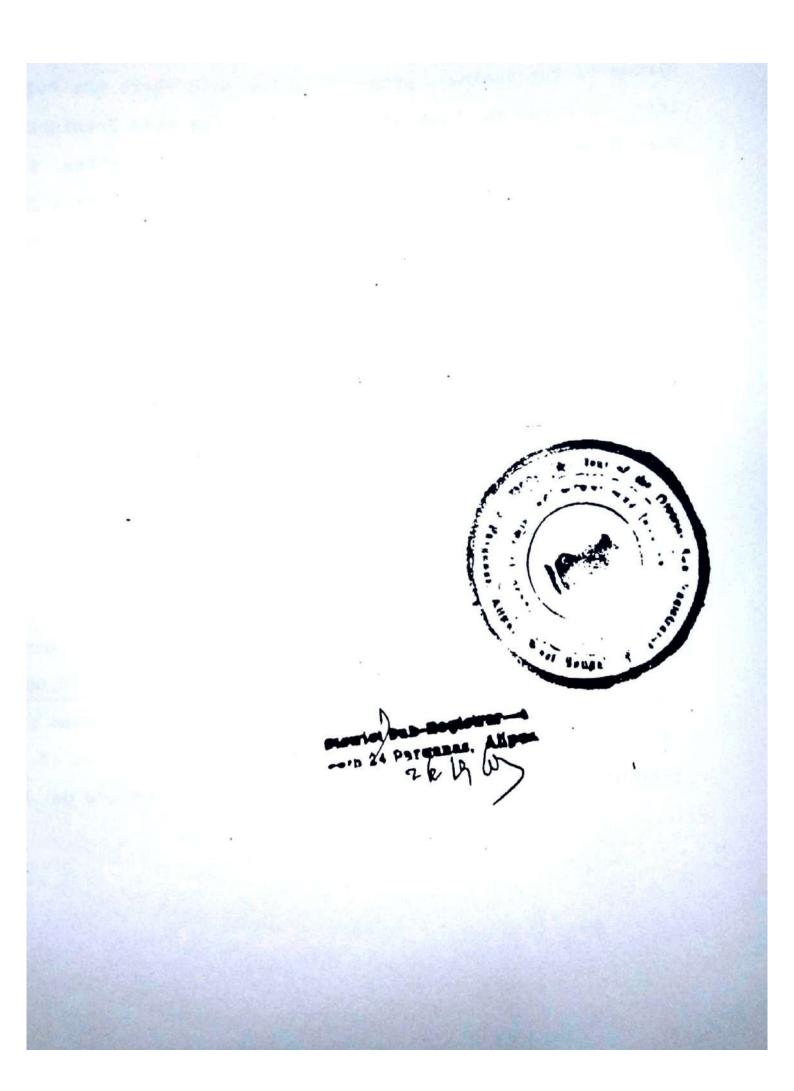
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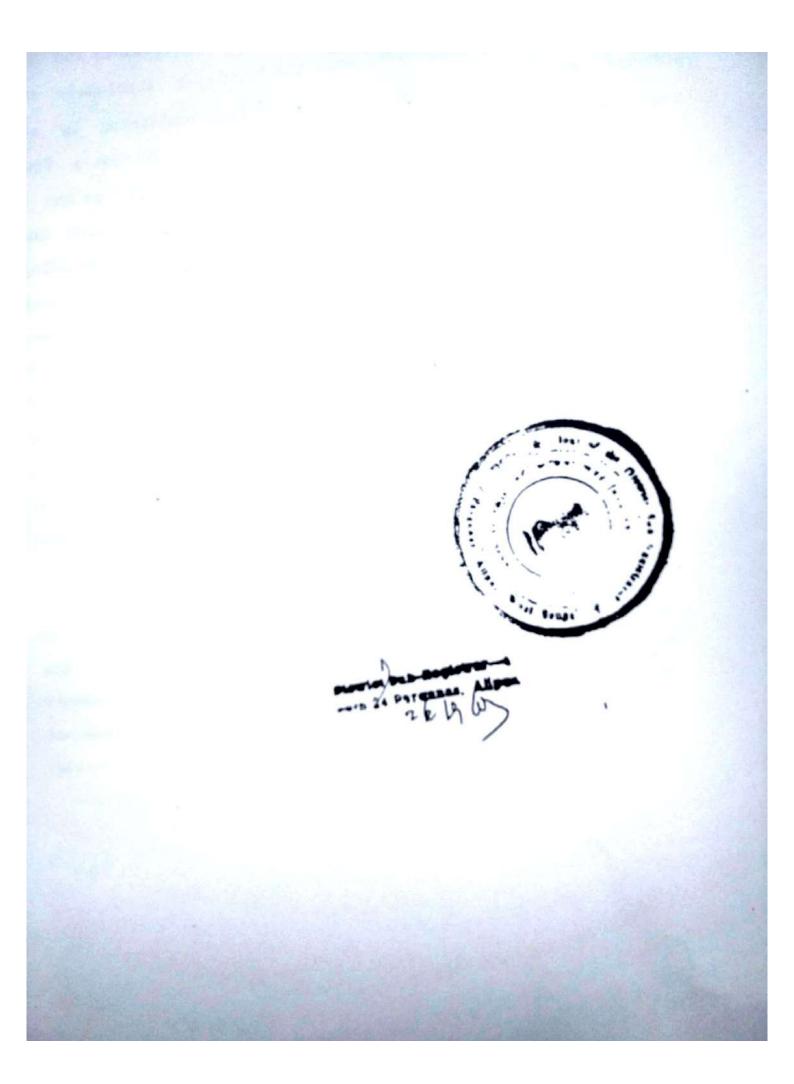


- 7. Certain portions of the said Premises are let out to various persons on monthly tenancy basis, a complete list of the tenants and monthly rent payable by them are given in the Third Schedule hereunder written.
- 8. The Vendors, due to the low rent, are unable to maintain the said Premises properly and as such have decided to sell the said Premises. The Vendors having learnt that the Purchaser is desirous of purchasing a property in the area where the said Premises is situated, have offered to sell the said Premises to the Purchaser and the Purchaser receiving the said offer from the Vendors have agreed to purchase the said Premises free from all encumbrances, save and except the monthly tenancy as aforesaid, charges, liens, lispendens, trust, tenancy, acquisition, requisition, execution attachment and/or order of vesting.
- 9. On actual measurement it transpires that the said Premises contains an area of 5 Kottahs, 4 Chittack and 35 Square feet, be the same a little more or less, and accordingly the Vendors have agreed to sell and the Purchaser has agreed to purchase the said Premises at or for the price of Rs.12,00,000/- (Rupees Twelve lacs) only hereinafter called "the consideration amount".

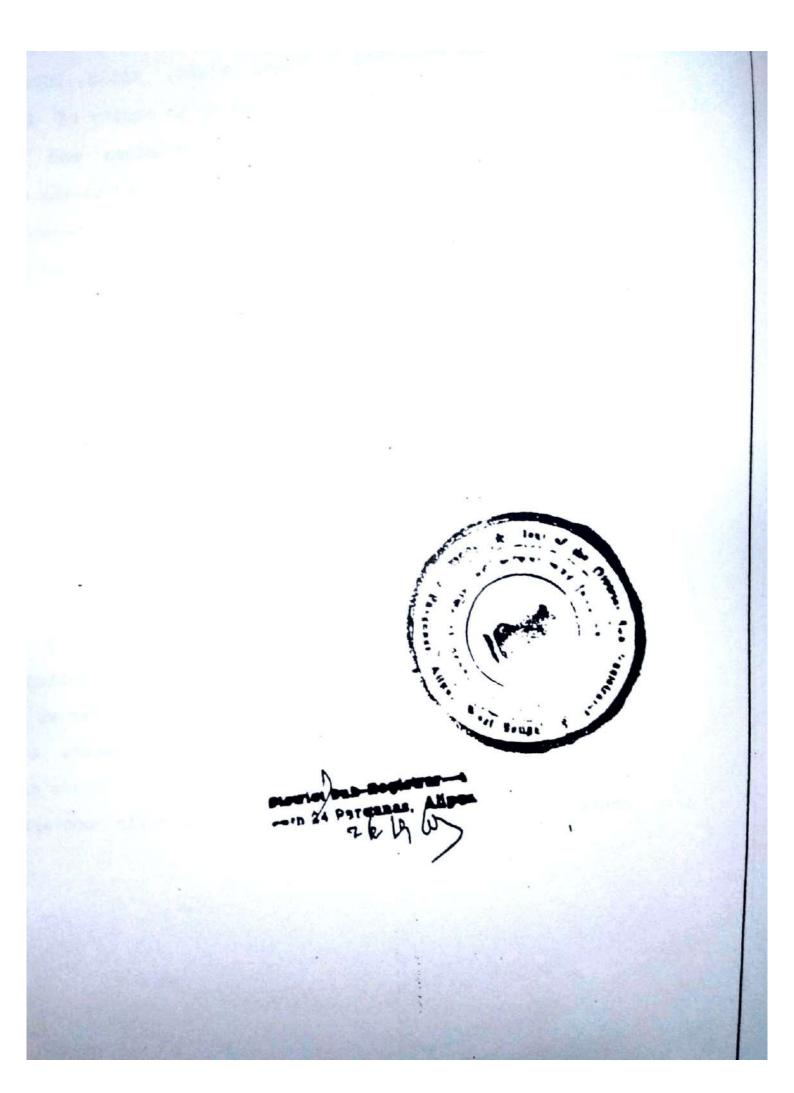
NOW THIS DEED WITNESSETH that in pursuance of the agreement as aforesaid and in consideration of the sum of Rs. 12,00,000/(Rupees Twelve lacs) only being the consideration amount paid by the Purchaser to the Vendors on or before the execution of these presents (the payment and receipt whereof the Vendors do hereby



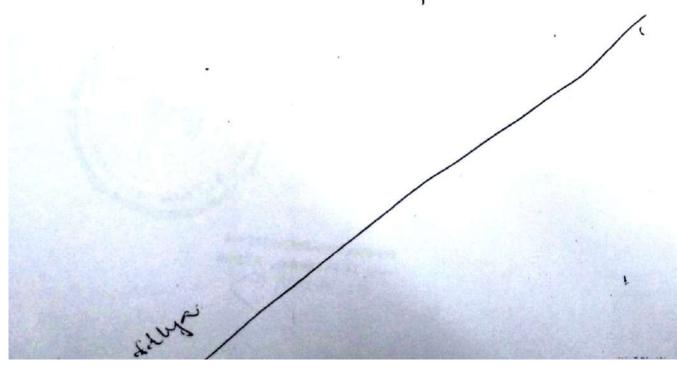
admit and acknowledge as per Memo below and of and from the same and every part thereof acquit, release and forever discharge the Purchaser and the said Premises hereby conveyed) and the Vendors hereby grant, convey, transfer, assign, assure and confirm free from all encumbrances, charges, liens, lispendens, trust, execution and attachment/acquisition/ regulsition proceedings and all other liabilities whatsoever unto the Purchaser absolutely and forever ALL THAT the piece or parcel of land containing by admeasurement an area of 5 Cottahs 4 Chittack, and 35 Square feet [the area as shown in the Certificate of Sale is 7 Cottahs and 8 Chittaks], be the same a little more or less, together with one storeyed brick built (pucca structure) old building standing thereon situated at the Municipal Premises No.21, Kabi Md. - Iqbal Road, Police Station Ekbalpur, Kolkata-700023, more fully described in the First Schedule hereunder written (hereinafter called "the said Premises") and shown by red border in the map or plan annexed hereto OR HOWSOKVKR OTHERWISE the said Premises hereby transferred or any part thereof now are or is or at any time, from time to times heretofore were or was situated butted bounded called known numbered described distinguished TOCKTHER WITH liberties, privileges, appendages, easements and appurtenances whatsoever thereunto belonging to or occupied therewith AND the reversions, remainder and remainders, rents, issues and profits thereof and every part thereof and together with the estate, right, title and interest, claim and demand whatsoever both at law or in equity of the Vendors into upon or in respect of the said Premises or every part thereof AND ALSO all deeds,

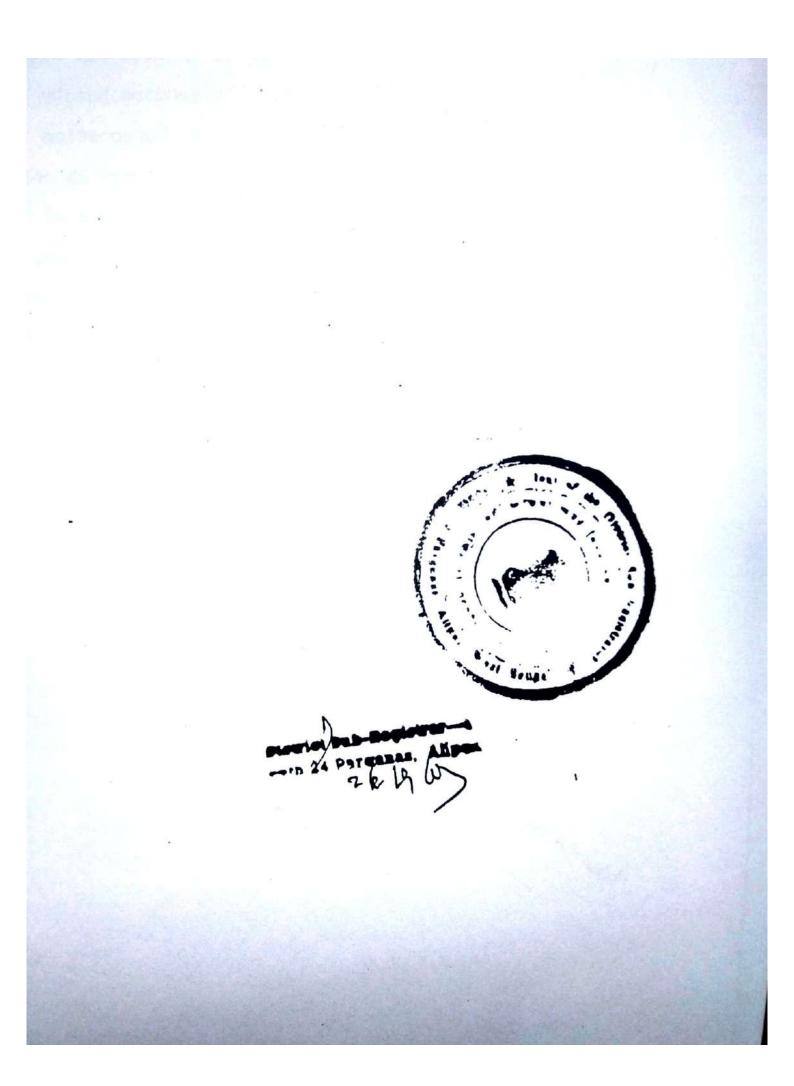


writings, pattahs, muniments and evidences of title relating thereto morefully described in the Second Schedule hereunder written or any part thereof which now are in possession and custody of the Vendors or may hereafter be in the possession or custody of the Vendors or any person or persons from whom the Vendors may procure the same without any action either at law or in equity AND all the estate, right, title, interest claim and demand whatsoever both at law or in equity of the Vendors into upon or in respect of the said Premises and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever AND the Vendors hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendors, they the Vendors have good right, full power and absolute authority to grant, convey and transfer the right, title and interest in the said Premises unto the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold, 8888800 and enjoy the same and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person or persons claiming through or under or in trust for the Vendors AND free from all encumbrances save and except the tenancy disclosed aforesaid, attachments or defects in title whatsoever AND the Vendors shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and



assuring the said Premises and every part thereof in the manner aforesaid according to the true intent and meaning of these presents AND the Vendors shall indemnify and keep the Purchaser completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings and all consequences thereof, if the Purchaser may suffer or incur or cause to be suffered or incurred for defect of title of the Vendors in the said Premises and the Vendors hereby agree and undertake to pay all the outstanding Corporation taxes and other liabilities including such taxes which may be raised subsequently by Kolkata Municipal Corporation by way of supplementary bills, payable in respect of the said Premises, upto the execution of these presents, and shall also co-operate the Purchaser to mutate the name of the Purchaser in the records of The Kolkata Municipal Corporation as the owner of the said Premises after the purchase thereof.





THE PIRST SCHEDULE ABOVE REFERRED TO

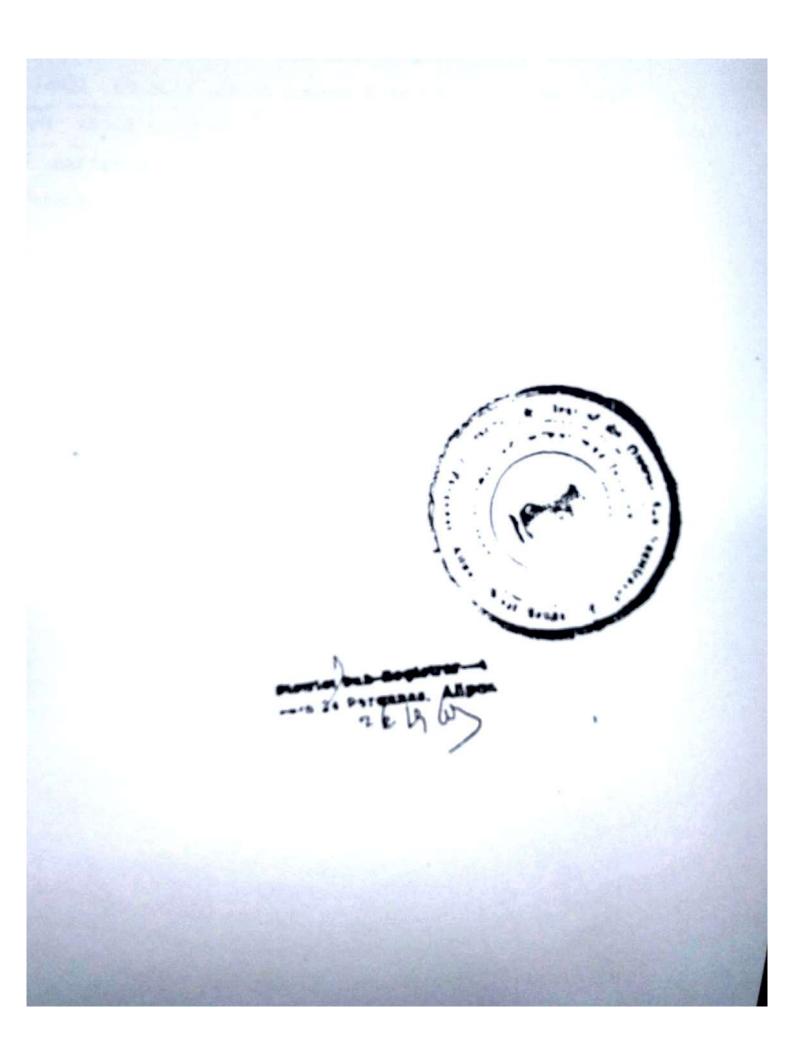
ALL THAT the piece or parcel of land containing by admeasurement an area of 5 Cottahs, 4 Chittack and 35 Square feet (the area as per Certificate of Sale dated 31-08-1940 is 7 Cottahs 8 Chittacks), be the same a little more or less, together with one storeyed brick built (pucca) old building having built up area 1400 Square feet, be the same a little more or less, standing thereon consisting of 4 Rooms, Varandah, out offices, godowns, lying and situated at Premises No. 21, Kabi Md. Iqbal Road, (formerly known as Premises No. 21, Ekbalpur Road) Police Station Ekbalpur, within the Kolkata Municipal Corporation, District Sub-Registrar Alipore, Municipal Ward No.77, Kolkata-700023, and butted and bounded as follows:-

On the North : 24, Kabi Md. Iqbal Road;

On the South : Kabi Md. Iqbal Road;

On the East : Premises No.22, Kabi Md. Igbal Road;

On the West : Premises No.19A, Kabi Md. Igbal Road; and shown in the Red border in the map or plan hereto annexed.

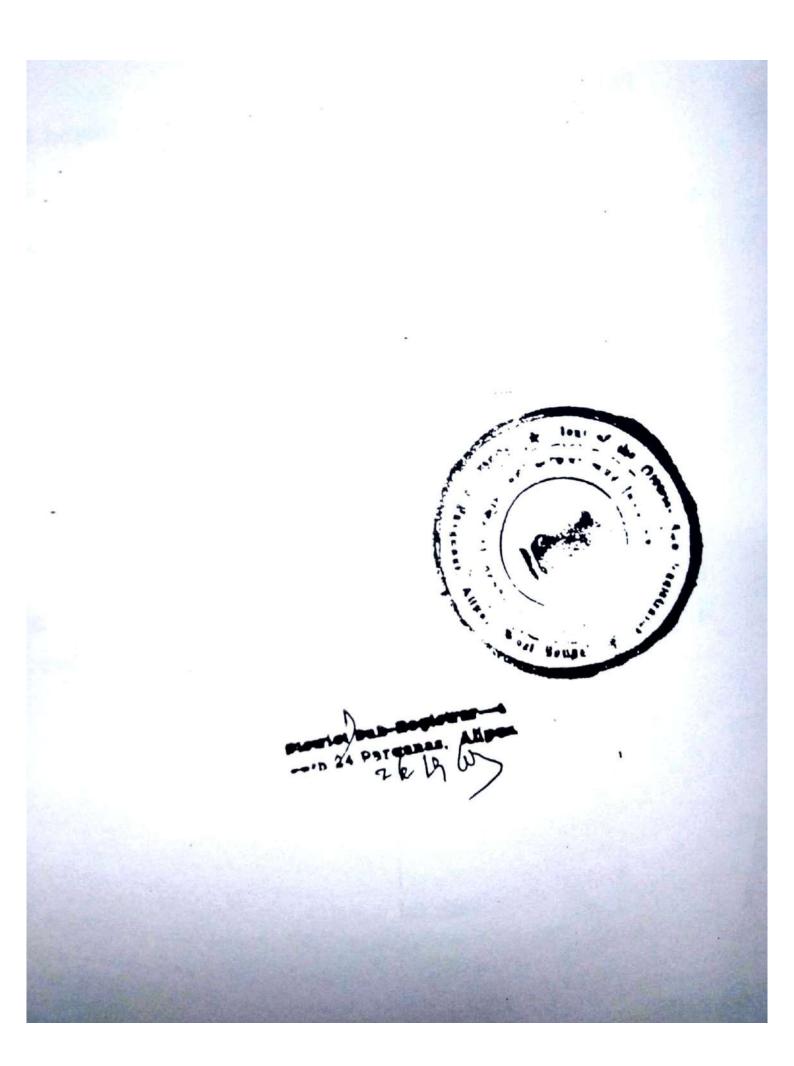


THE SECOND SCHEDULK ABOVE REFERRED TO

- The original Certificate of Sale dated 31st day of August, 1940.
- Certified to be true copy of the Grant of Probate together with the Will dated 3rd March, 1977 of Saroj Basini Adhya, since deceased, annexed thereto.
- Paid up original Municipal Tax Receipts issued by The Kolkata Municipal Corporation.
- Photo copy of the Death Certificate of Radha Raman Adhya,
 Mridu Dhar and Subhendu Kr. Adhya.

THE THIRD SCHEDULE ABOVE REPERDED TO

Sl.No.	Name of the Tenants	Monthly Rent Ra. P.	Paid upto
1.	E. K. Chinoy	500.00	August, 2003
2.	G. I. Keleman	500.00	November, 2002
3.	Mrs. P. Romer	300.00	July, 2003
4.	E. O. Pape	500.00	January, 2002



IN WITNESS whereof both the parties hereto have subscribed their respective hand on the day month and year first above written.

SIGNED AND DRLIVERED by the abovenamed Vendors SUNIL KUMAR ADHYA,
KATTYANI SEN, SUJATA CHANDRA,
BINATA BORAL, PUSPITA ADHYA, GAUTAM
ADHYA, MINOTI ADHYA, DEBJANI NANDI,
DEBASISH ADHYA, RAM CHANDRA DHAR,
LAKSHAN CHANDRA DHAR, LILY DOTTA,
DALI KHATOON and SONALI DEV. at
Kolkata in the presence of:

Debarish Adhya, for selfond. on Constituted Attorny of Sunil Kr. Adhya.

Kaltyani sen.

Sujato chandra.

Binata Boral. Puspita Adhyon

Fautau Allya Ar Roly and so ans titutal attoring of Minate Adelya and Dobjam Landy.

1. Sama Kum Date 90 Sandersond Artorpang. 5 N. S. No and.

2. Mohammed-Umwi. 11/J. Kabitintha Sanonii Kolkata-700023.

Ram charle Han. Har Lar Kly Sulta.

Someli Dey.



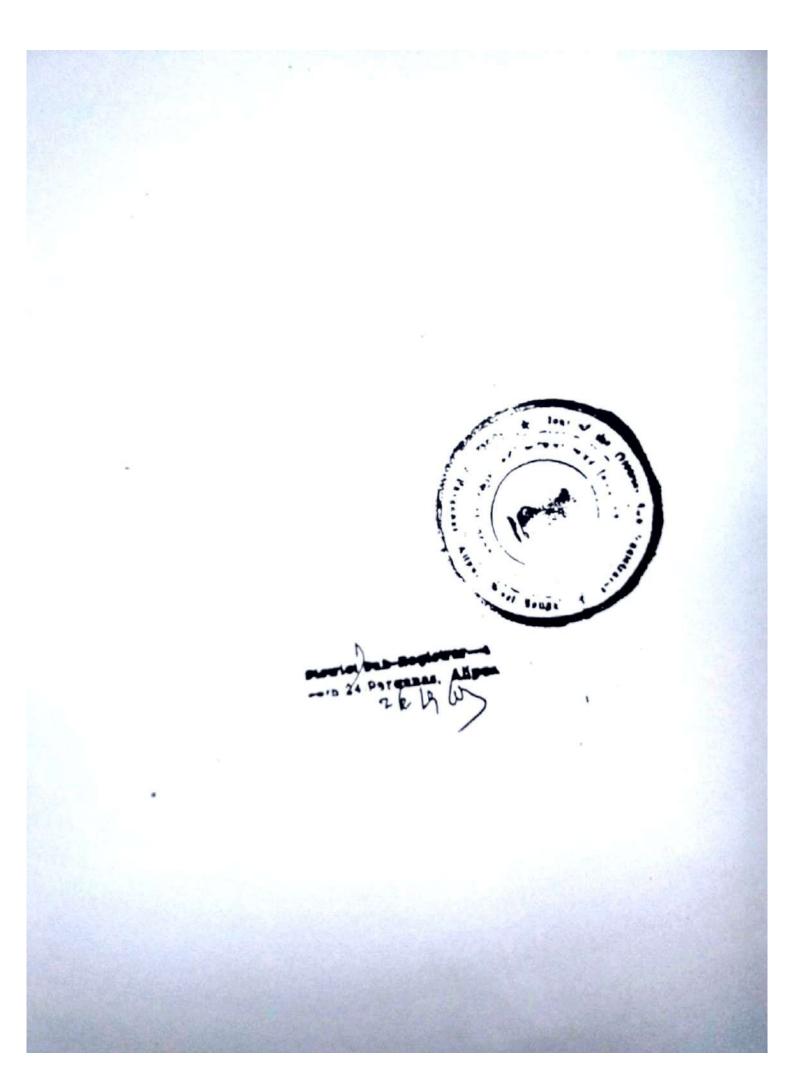
SIGNED AND DELIVERED for and # on behalf of the Purchaser # Arsenal Hotels Private Limited# Mr. SAGIR MOHRMASO a # duly authorised Directors pur-# suant to the resolution of the# Board of Directors of the Com-# pany dated 24.09.2003 in the # presence of:

Arsenal Hotels Private Limited

Director

1. Somes Lunes Dale

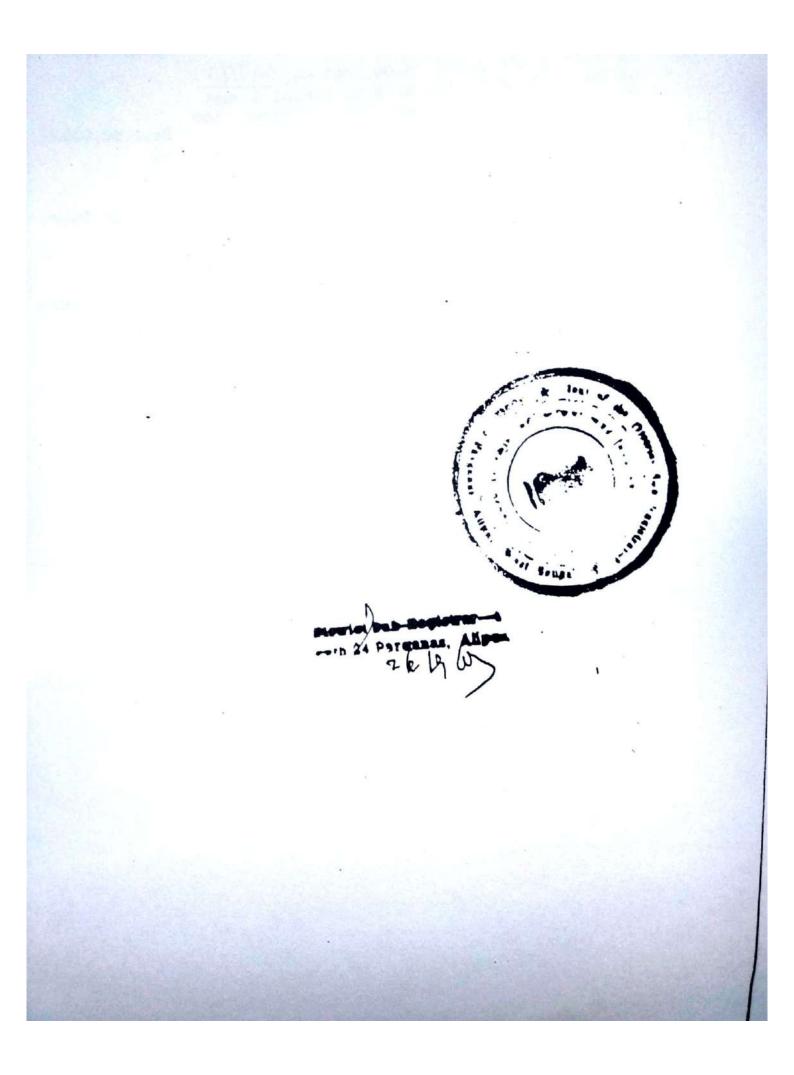
2. Mohammed - Umari.



RECEIVED from the within named Purchaser within mentioned sum of Rs. 12,00,000/- (Rupees Twelve lacs) only as per Memo below:-

MEHO OF CONSIDERATION

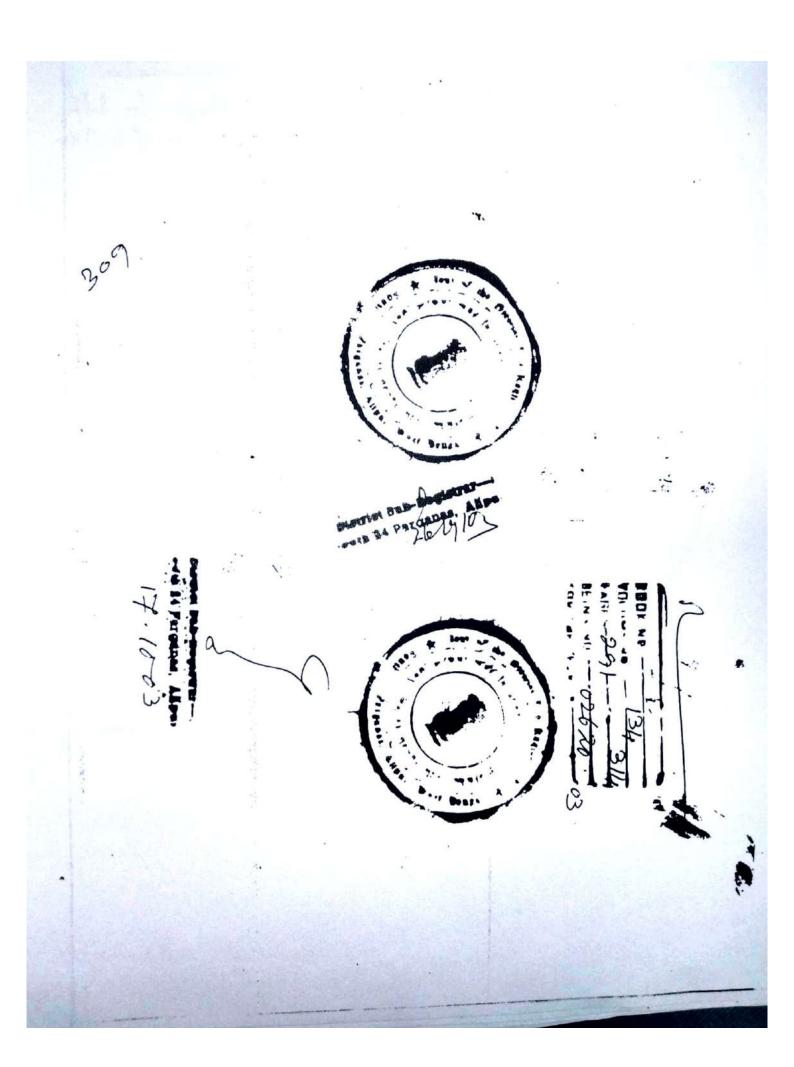
1.	By Bank Draft dated 26.09.2003 No. 007/08 drawn on Bank of India, Free School Street		tree.
12	Branch in favour of Sunil Kr. Adhya for the sum of	Rs.	,50,000/-
2.	By Bank Draft dated 26.09.2003 No. 007109 drawn on Bank of India, Free School Street Branch in favour of Smt. Kattyani Sen for the sum of		11.00
	the sum of	Rs.1	,50,000/-
3.	By Bank Draft dated 26.09.2003 No. 007/10 drawn on Bank of India, Free School Street Branch in favour of Smt. Sujata Chandra for the sum of	Rg 1	,50,000/-
4.	By Bank Draft dated 26.09.2003 No. 007// (a) drawn on Bank of India, Free School Street Branch in favour of Smt. Binata Boral for		,00,000,
	the gum of	Rs. 1	,50,000/-
5.	By Bank Draft dated 26.09.2003 No. 007//2drawn on Bank of India, Free School Street Branch in favour of Smt. Puspita Adhya for the sum of	Re 1	,50,000/-
6.	By Bank Draft dated 26.09.2003 No. 107/1/9 drawn on Bank of India, Free School Street Branch in favour of Debasish Adhya for the sum of	*	,00,000,-
		Rs.	75,000/-
7.	By Bank Draft dated 26.09.2003 No. <u>007/13</u> drawn on Bank of India, Free School Street Branch in favour of Gautam Adhya for	* *	
	the sum of	Rs.1	,24,920/-
	By Bank Draft dated 26.09.2003 No. 007/06 drawn on Bank of India, Free School Street Branch in favour of Minoti Adhya for the sum of		
		Rs.	50,040/-
3	By Bank Draft dated 26.09.2003 No. 007/07 drawn on Bank of India, Free School Street Branch in favour of Debjani Nandy for the sum of		3.
		Rs.	50,040/-
	c/o I	Rs. 10	50,000/-

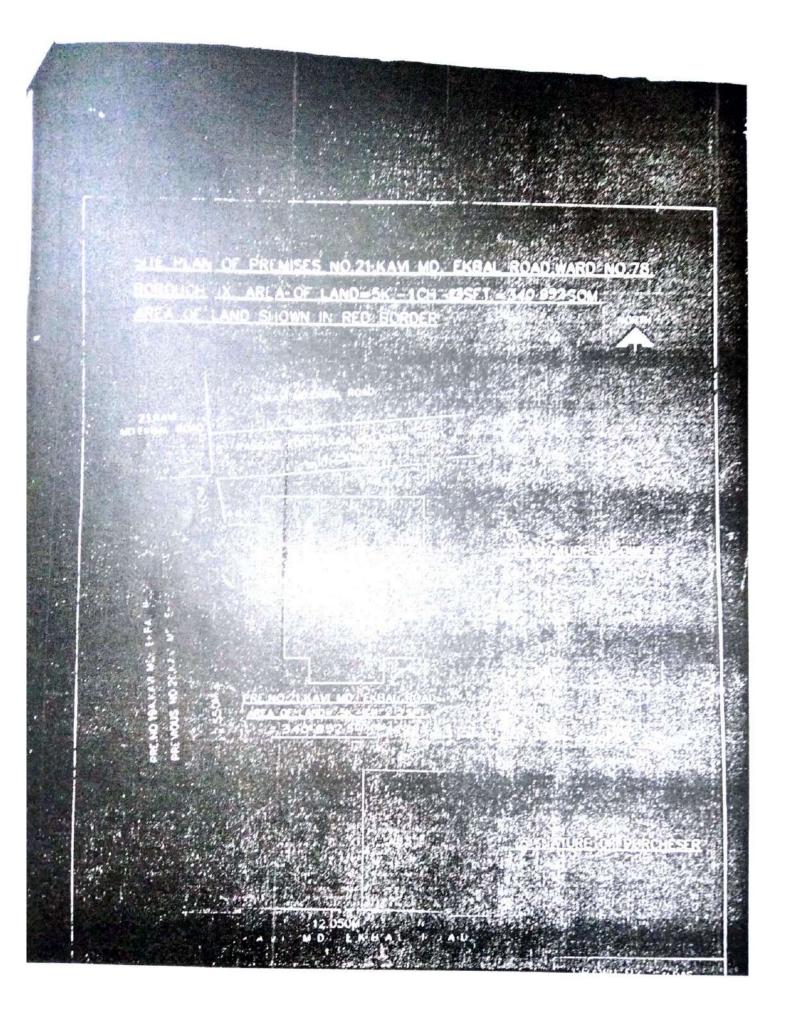


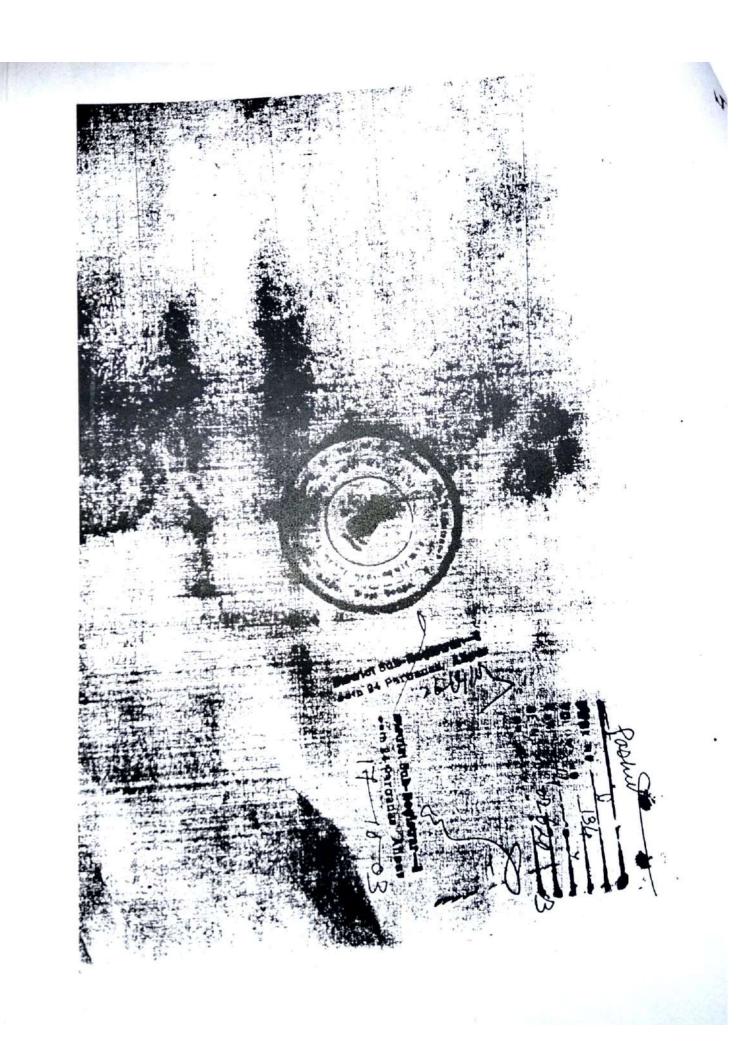
	0/1	Rs. 10,50,000/-
10. By Cas	h to Ram Chandra Dhar	Rs. 30,000/-
11. By Cas	h to Lakehan Chandra Dhar	Rs. 30,000/-
12. By Cas	h to Lily Dutta	Rs. 30,000/-
13. By Cas	h to Dali Khatoon	Rs. 30,000/-
14. By Cas	h to Sonali Dey	Rs. 30,000/-
	RUPEES TWELVE LACS ONLY] Debasish and as Constulted Adhya.	Adluga for Solf Attorney of Sunil Kr.
	Swiata ch	7 4
	4 - Binata	
	- puspita	Lender
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	· Ram chand Lakshow C	handa Xlar
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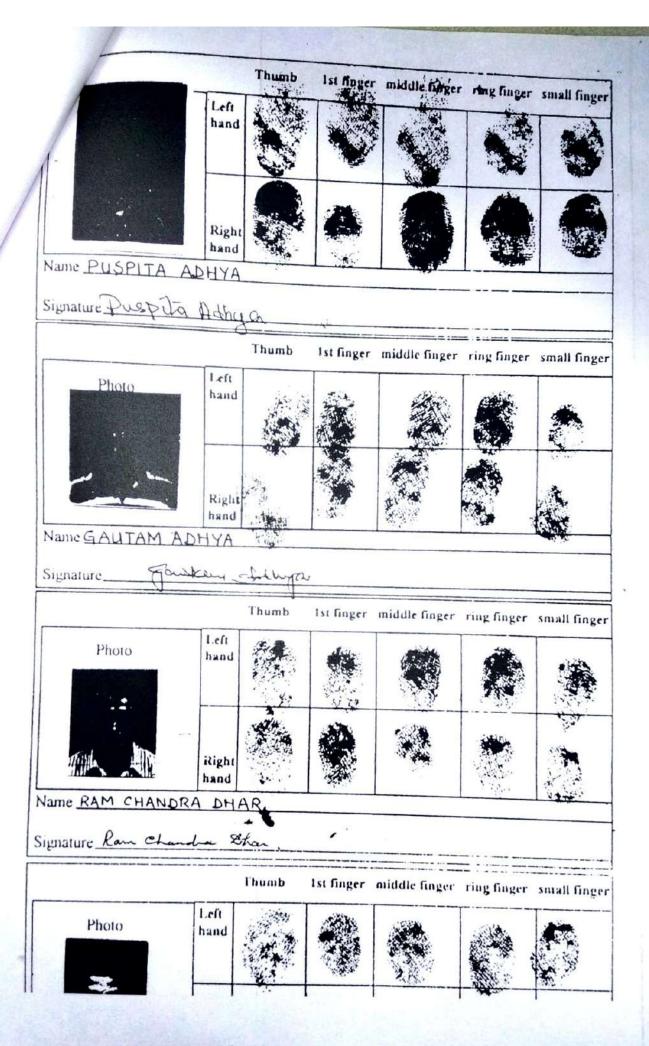
2. Mohammed-Uman.

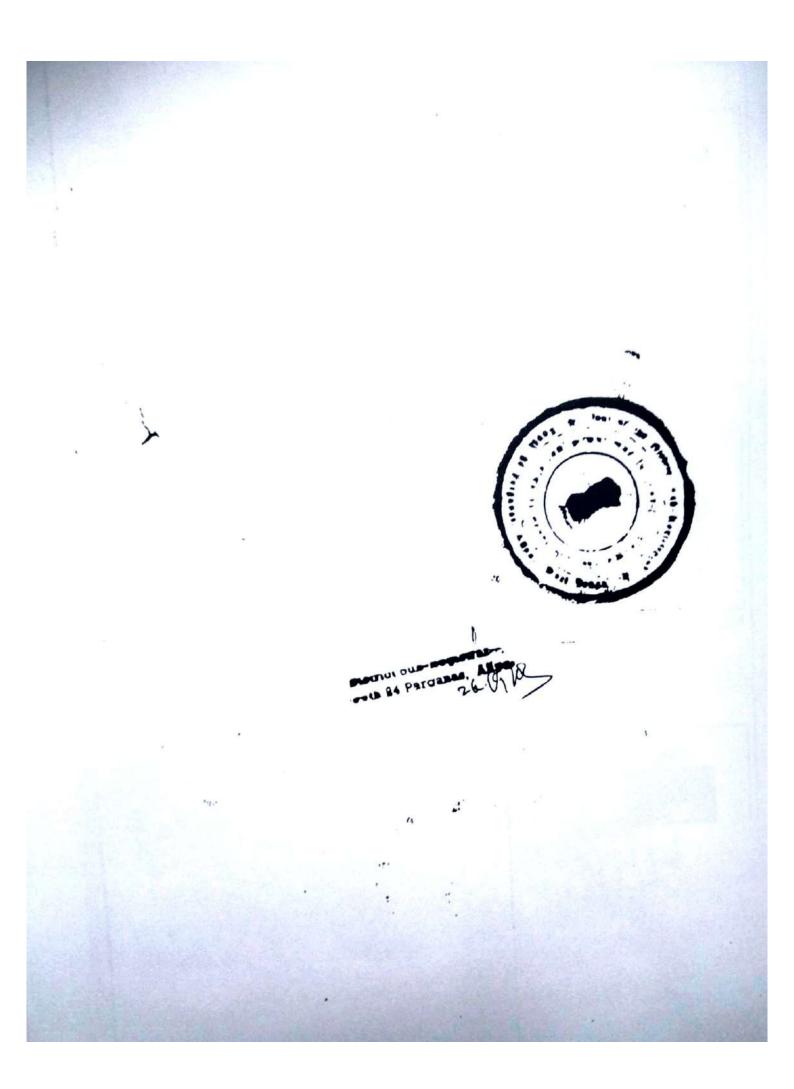
(Signature of the Vendors)

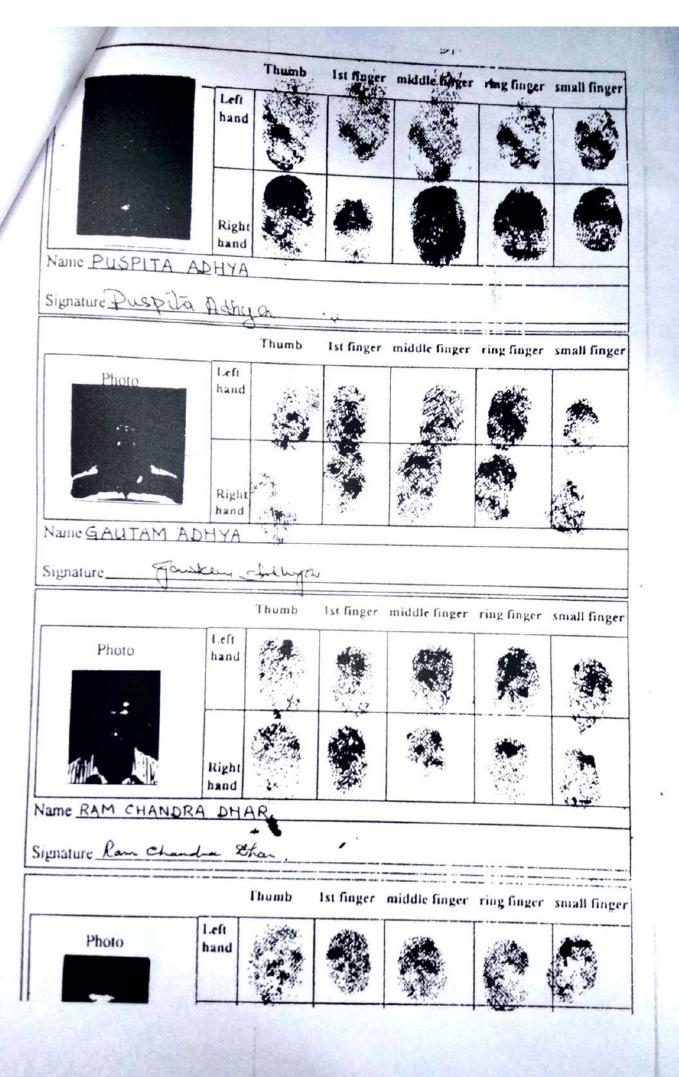


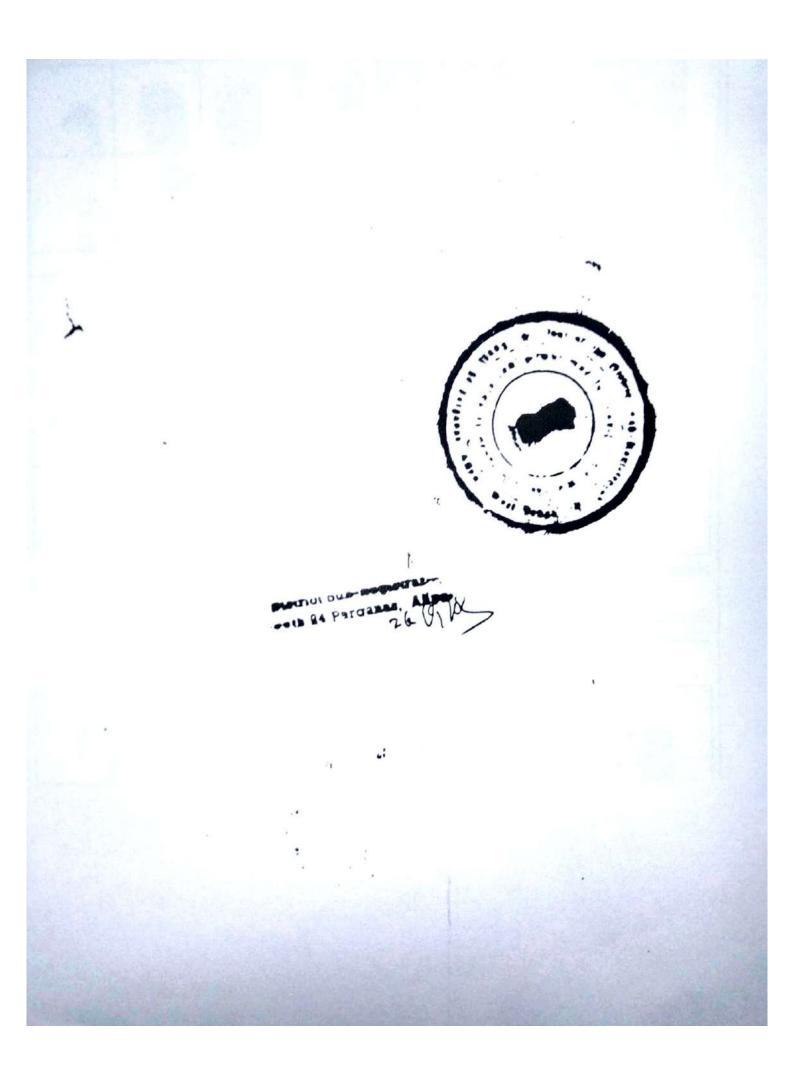


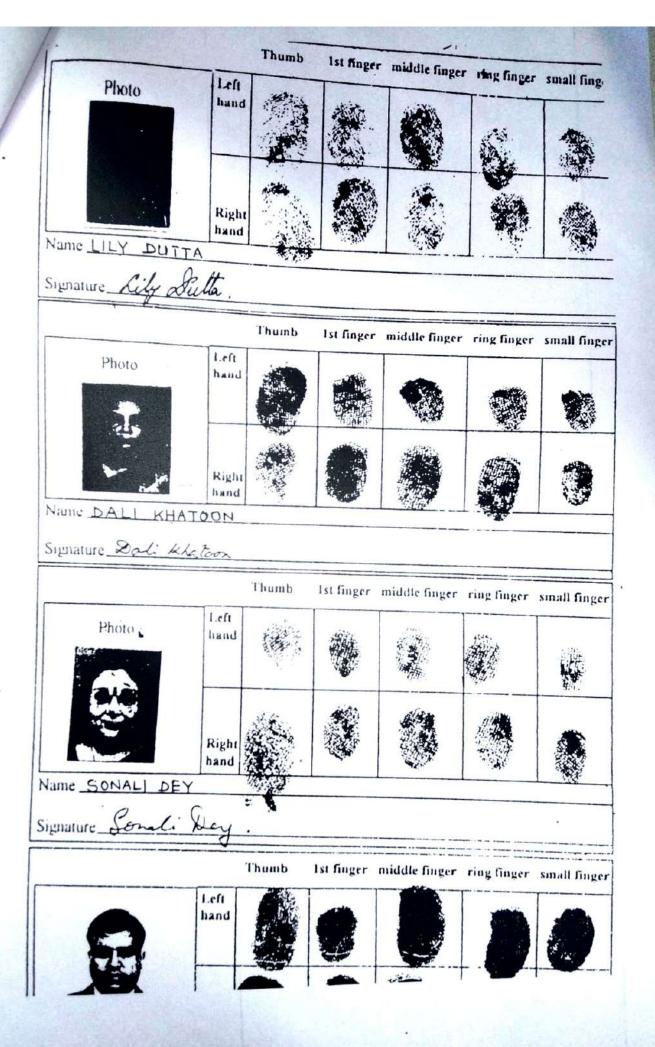


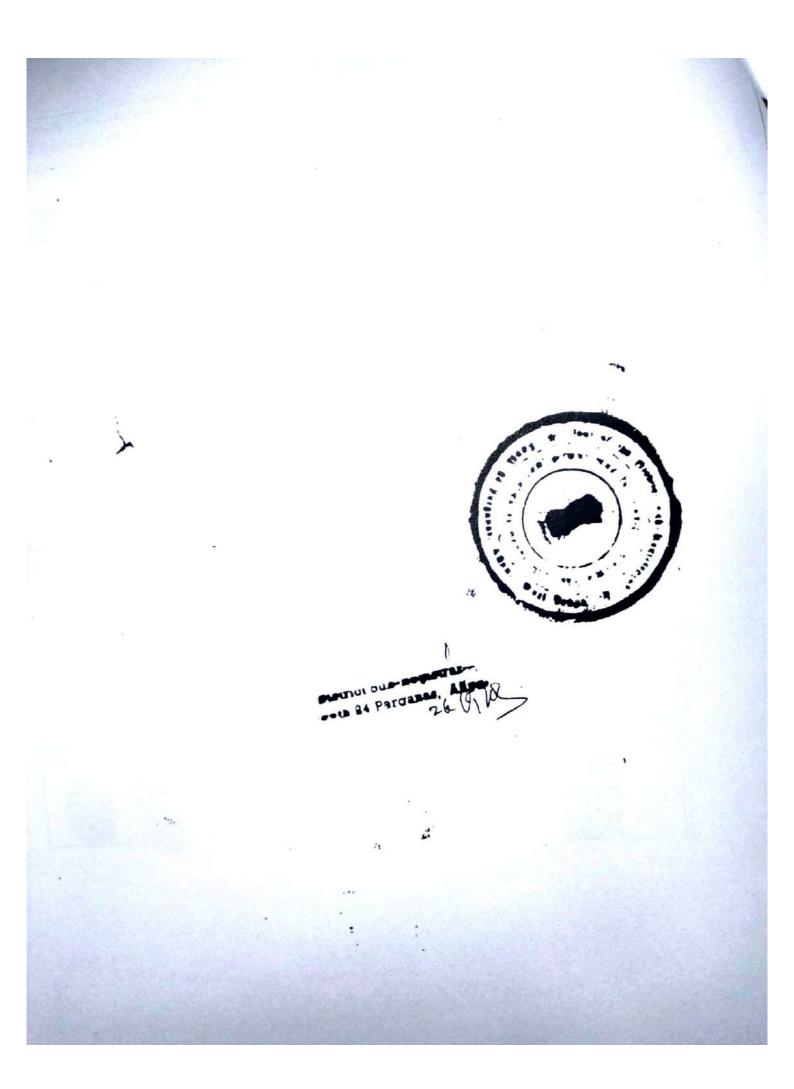












BETWEEN

SINIL KIMAR ADHYA,

KATTYANI SEN,

SIJATA CHANDRA,

BINATA BORAL,

PUSPITA ADHYA,

GAUTAM ADHYA,

MINOTI ADHYA,

DKBJANI NANDI,

DKBASISH ADHYA,

RAM CHANDRA DHAR,

LAKSHAN CHANDRA DHAR

LILY DUTTA,

DALI KHATOON,

SONALI DKY,

AND

ARSENAL HOTELS PRIVATE LIKITED

DEED OF CONVEYANCE

SANDERSONS & HORGAMS ADVOCATES 5, N.S. Road, KOLKATA-700001.

Deed131.pks