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पश्चिम बंगाल WEST BENGAL
No: 133481261
Market Value Assessed
Vide Memo - 109/19/19
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Noting that the document is similar to the original. The Signatures and the stamp are as per the original attached in the document as the part of this document.

[Signature]
Additional Registrar
of Assurances, Kolkata

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Part of Official Stamp Book

THIS DEED OF INDENTURE is made this 15th day of July Two Thousand And Eight (2008) **B.E.T.W.E.F.N.THE** OFFICIAL LIQUIDATOR, High Court, Calcutta being the Liquidator of **TECHNICO ENTERPRISE PRIVATE LIMITED** (In Liquidation),

12/10/15
13/10/15
14/10/15
15/10/15

14/10/15

2790

Triptenny Jay

NAME
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 283 K. S. Roy Road, Kol-1

18 APR 2008
 5.00
 283 K. S. Roy Road, Kol-1

Presented For Registration
 at Kolkata Registration Office
 on 18/04/2008

Sasanchand Bhattacharya



15189

Sadun chand Bhattacharya

15189

Pranab Ch. Ghosh

REGISTERED
 ASSURANCE AGENTS

Identified by me
Triptenny Jay
 18/04/2008

ACCURATE
 RECORDS

having its Office at 9, Old Post Office Street, Fifth Floor, Kolkata - 700001, hereinafter called as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-Office, assigns) of the **FIRST PART**

A N D

M/S. GODAVARI COMMODITIES LIMITED a Company incorporated under the provision of Companies act, 1956, having its Registered Office at 18, Netaji Subhas Chandra Bose Road, Second Floor, Kolkata - 700001, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office and assigns) of the **OTHER PART**

WHEREAS one Sm. Nivedita Saha was the absolutely seized and possessed of or otherwise sufficiently entitled to **ALL THAT** piece and parcel of Land measuring about 3 (Three) Bighas 12 (Twelve) Cottahs lying and situate at and being Premises No. 20, Dr. N. G. Saha Road, Parul Paidighi, District 24-Parganas more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the "Said Premises".

AND WHEREAS by a Registered Indenture of Lease dated 13th April, 1960 registered with the Registrar with the District Sub-Registrar Alipore and entered in Book No. 1, Volume No. 56, Pages 170 to 177, Being No. 3108 for the year 1960, the said Sm.



REGISTRAR OF COMPANIES
CALCUTTA

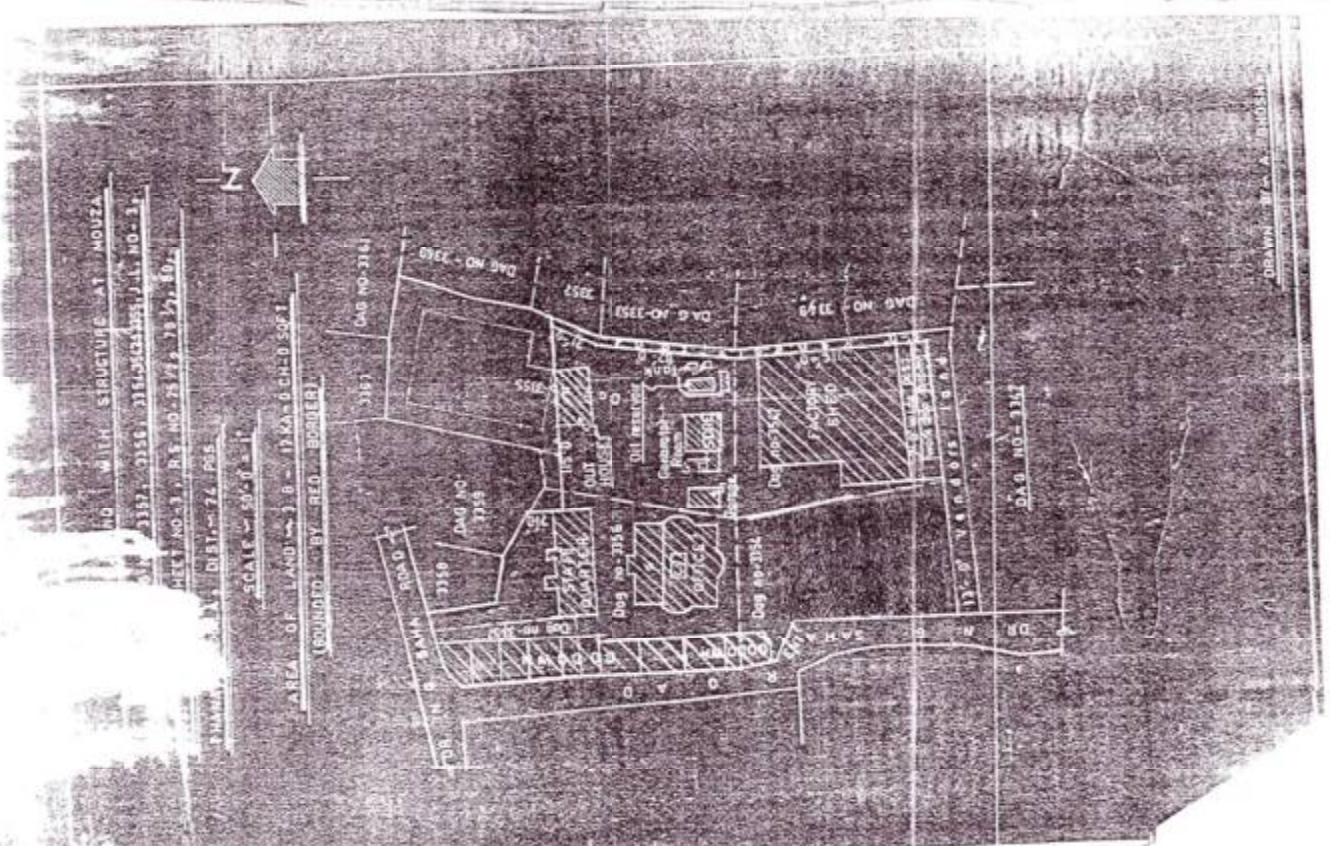


REGISTRAR OF COMPANIES
CALCUTTA

Nivedita Saha granted a Lease in respect of the said Premises together with construction thereon unto and in favour of Technico Enterprise Private Limited for the term of 21 years commencing from 30th July, 1959 at a monthly rent of Rs. 425/- on the terms and conditions contained therein.

AND WHEREAS by an Indenture of Settlement dated 12th December, 1962 registered with District Sub-Registrar Alipore and entered in Book No. 1, Volume No. 177, Pages 3 to 9, Being No. 9960 for the year 1962 made between the said Smt. Nivedita Saha thereafter referred to as the Settler of the one Part and Deb Prasad Saha, Nirmalya Bhuyan Saha and Kalyan Kumar Saha being three sons of the said Smt. Nivedita Saha (hereinafter referred to as the Trustee, the said Smt. Nivedita Saha transferred assured and assigned unto and in favour of her said three sons namely Deb Prasad Saha, Nirmalya Bhuyan Saha and Kalyan Kumar Saha ALL **THAT** the Premises No. 20, Dr. N. G. Saha Road, Purui Ralidighi, District 24 Parganas together with construction thereon subject to the right of the said Technico Enterprise Private Limited to have and to hold the said premises as Lessee unto and to the use of the said Trustees in trust for the benefit of the Trustees and her daughters Smt. Aparna Sarkar, Mrs. Sabai, Dr. Prasadi Paul and Smt. Anjali Roy for the object and purpose mentioned therein.

AND WHEREAS the said Deed of Trust inter alia provided that:





REGISTRAR OF
COMPANIES, KOLKATA



REGISTRAR OF
COMPANIES, KOLKATA

Certificate of Registration under section 60 and Rule 60

Registered in Book 13
Volume number 13
Page from 71 to 124
Drawing No 00000 for the year 2009.



Class Number Not Applicable by 29-July-2009
A. S. A. 1 KOLKATA
Office of the R.R. 2-KOLKATA
Distt. Bengal

"to have and to hold the Trust Premises unto and to the use of the said Trustees in trust and for the benefit of the said sons namely Deb Prasad Saha, Nirmalya Bhusan Saha and Kalyan Kumar Saha the Trustees and the said Daughters namely Smt. Aparna Sarkar (nee Saha), Dr. Prossadi Paul and Smt. Anjali Roy with the intent that the Trustees shall stand seized and possessed of the Trust Premises upon Trust with powers provisions declaration and agreements therein contained".

"And after the expiry of the said Lease or sooner determination thereof the trust so created will at once terminate and the trustees and the said daughters will be the absolute owners of the Trust premises No. 13 and 20, Dr. N. G. Saha Road, Behala in equal shares."

AND WHEREAS in pursuance of the mutual agreement and/or understanding in between the Trustees in the said Trust and the said Technico Enterprise Private Limited, said Deed of Lease dated 11th April, 1966 duly renewed by a further Deed of Lease dated 11th August, 1980 for a further term of 10 years commencing from 1st July, 1980 and subsequently after expiry of the term of the said Lease even after issuing of notice of quit, vacate and delivery over vacant and peaceful possession of the said Premises No. 20, Dr. N. G. Saha Road, Purul, Raidighi, District 24, Burdwan together with all buildings and structures construction

thereon the said Technico Enterprise Private Limited continues remain in possession thereof

AND WHEREAS that one of the Trustees the said Nirmalya Bhuvan Saha died intestate on 17th November, 1988 leaving behind him his surviving widow Smt. Sabita Saha, two daughters namely Sm. Sucharita Pal and Smt. Swagata Saha as his heirs and legal representatives under the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Nirmalya Bhuvan Saha, the said Sm. Sabita Saha, Sm. Sucharita Pal and Smt. Swagata Saha jointly became the 1/6th shares holders of the said undivided Premises No. 20, Dr. N. G. Saha Road, Parul Raidighi, District 24-Parganas together with all buildings and structures construction thereon with the said Deb Prasad Saha, Kalyan Kumar Saha, Smt. Aparna Sarkar (nee Saha), Dr. Prosadi Paul and Smt. Anjali Roy.

AND WHEREAS in pursuance of an agreement and in consideration thereof the said Deb Prasad Saha, Kalyan Kumar Saha, Smt. Aparna Sarkar (nee Saha), Dr. Prosadi Paul, Smt. Anjali Roy and the said Sm. Sabita Saha, Sm. Sucharita Pal and Smt. Swagata Saha severally by way of sixth several Indentures all dated 29th May, 1992 duly sold transferred and conveyed their respective undivided 1/6th share in respect of **ALL THAT** the Premises No. 20, Dr. N. G. Saha Road, Parul Raidighi, District 24-



REGISTRAR OF COMPANIES
CALCUTTA

SPECIMEN FORM FOR TEN FINGERPRINTS

Left Hand	Index Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	Index Finger	Middle Finger	Ring Finger	Little Finger



Handwritten signature

Left Hand	Index Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	Index Finger	Middle Finger	Ring Finger	Little Finger



High Court, Calcutta



Left Hand	Index Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	Index Finger	Middle Finger	Ring Finger	Little Finger



PROVISIONAL REGISTRAR OF
BENGAL, CALCUTTA

Parganas together with all buildings, structures constructed thereon to and in favour of Technico Enterprise Private Limited and all the said Deed of Indentures executed and registered with the Registrar of Assurances, Kolkata being deed No. 11990, 11991, 11989, 11988, 11987 and 11986 all for the year 1992.

AND WHEREAS by virtue of all the aforesaid six several Deed of Indentures the said Technico Enterprise Private Limited became the absolute owner in respect of **ALL THAT** the Premises No. 20, Dr. N. G. Saha Road, Parul Raidighi, District 24-Parganas together with all buildings structures constructed thereon more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the "Said Premises".

AND WHEREAS by an Order dated 22nd June, 2004 the Hon'ble High Court Calcutta in an application filed being C. P. No. 100 of 2001 was pleased to pass an order of winding up of Technico Enterprise Private Limited hereinafter referred to as the "Said Company (In Liquidation)" and the Official Liquidator, High Court, Calcutta became the Liquidator thereof with a direction to take possession of all the assets and properties of the said Company (In Liquidation) and in pursuance of the said Order of winding up the Official Liquidator, High Court at Calcutta being the Liquidator of the said Company (In Liquidation) took possession of all the assets and properties of the said Company (In Liquidation).



REGIONAL REGISTRAR OF
ASSURANCES, KOLKATA

SPECIMEN FORM FOR TEN FINGERPRINTS

Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb



PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

PHOTO



REGISTRAR OF COMPANIES
CALCUTTA

AND WHEREAS by an Order dated 6th May, 2005, the Hon'ble High Court at Calcutta was pleased to appoint Dr. Pramab Kumar Mukherjee as valuer for valuation of all the assets and properties of the said Company (In Liquidation) and the said Learned Valuer duly submitted his Valuation report with the Official Liquidator, High Court at Calcutta being the Liquidator of the said Company (In Liquidation).

AND WHEREAS after completion of all such formalities, the Official Liquidator, High Court, Calcutta being the Liquidator of the said Company (In Liquidation) in pursuance of the Order of the Hon'ble High Court, Calcutta dated 4th May, 2006 on 9th June, 2006 duly published sale Notice in the daily newspapers inviting offers from the intending Purchaser to submit their offers for purchasing all the assets and properties of the said Company (In Liquidation) including the said premises with terms and conditions thereof. Copy of such sale Notice and the terms and conditions of such sale are annexed hereto and collectively marked with letter 'A' and shall be treated as the part of this Deed/Instrument.

AND WHEREAS on 15th December, 2006 while the sale of all the assets and properties of the said Company (In Liquidation) were taken place by the Hon'ble High Court, at Calcutta including the said premises, amongst the other offers the offer of one M/a. Godavari Commodities Limited of 18, Netaji Subhas Road, Second



REGISTRAR OF
COMPANIES, CALCUTTA

RECEIVED of and from **MS. GODAVARI COMMODITIES LIMITED**
 the withinmentioned amount Rs. 1,30,00,000/- (Rupees One
 Crore Thirty Lacs) only in full satisfaction of the consideration
 money as per Memo below :

MEMO OF CONSIDERATION

1. Paid on 22.12.2006 by Bank Draft No. 922822 dated 15.12.2006 drawn on IDBI Bank as earnest money.	Rs.	10,00,000.00
2. Paid on 18.12.2006 by Bank Draft No. 092821 dated 18.12.2006 drawn on HD bank as of the total consideration of Sale.	Rs.	22,50,000.00
3. Paid on 12.01.2007 by Bank Draft No. 239301, dated 12.01.2007, drawn on IDBI Bank as balance consideration of sale.	Rs.	97,50,000.00
Total	Rs.	1,30,00,000.00

(Rupees One Crore Thirty Lacs) only

WITNESSES:

- 1) Prakash Ch. Bhush
 o/c The Official Liquidator,
 High Court, Calcutta.
 9, CID Post Office Street,
 Kolkata - 700 001 (5th floor)
- 2) S. S. Sanyal
 o/c The Official Liquidator,
 High Court, Calcutta.
 9, CID Post Office Street,
 Kolkata - 700 001 (5th floor)



REGISTRAR OF
 COMPANIES, KOLKATA

Floor, Kolkata - 700001, accepted as highest Offer for a total sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac) only. A Copy of the said Order dated 15th December, 2006 is annexed hereto and marked with letter 'B' and shall be treated as the part of this Deed/Instrument.

AND WHEREAS in pursuance of the said Order dated 15th December, 2006 passed by the Hon'ble High Court, Calcutta, the Confirming purchasers **M/S. GODAVARI COMMODITIES LIMITED** on 12.01.2007 duly paid the entire consideration sum of purchase price for Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac) only to the Official Liquidator, High Court, Calcutta for his satisfaction and the Official Liquidator, High Court Calcutta being the Liquidator of the said Company (In Liquidation) and as result thereof the Official Liquidator, High Court, Calcutta on duly handover possession of all the assets and properties of the said Company (In Liquidation) including the said premises to the Purchaser herein. A Copy of the minutes drawn by the representatives of the Official Liquidator, High Court, Calcutta regarding handing over possession of all the assets and properties of the said Company (In Liquidation) including the said premises to the Confirming Purchaser herein. A copy of the minutes drawn on 27.02.2007 for handing over possession is annexed hereto and marked with letter 'C' and shall be treated as part of this Deed/Instrument.



REGISTRAR OF COMPANIES, CALCUTTA

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

General Ligatures
Calcutta Court Calcutta

(GADUTAM MUKHOPADHYAY)

SIGNED, SEALED AND DELIVERED by the Vendor herein at _____, in presence of:

- 1) *Pradyumn Ch. Ghosh*
Office of the Director
207, Old Post Office Street, Calcutta
- 2) *Sunderlal Ch. Ghosh*
Office of the Director
207, Old Post Office Street, Calcutta

SIGNED, SEALED AND DELIVERED by the said Purchaser herein through its Director Sri *Pradyumn Ch. Ghosh* in pursuance of the Resolution of the Board of Directors dated *23/04/2008* in presence of:

Pradyumn Ch. Ghosh
Director
Pradyumn Ch. Ghosh

1)

2)

Drafted by:
Pradyumn Ch. Ghosh
Pradyumn Ch. Ghosh
Advocate
12/2, Old Post Office Street
Kolkata - 700001

Typed by *mb*
S. Mukherjee
(S. Mukherjee)
12/2, Old Post Office Street
Kolkata - 700001



REGISTRAR OF COMPANIES
CALCUTTA

AND WHEREAS by virtue of aforesaid and in pursuance of the provisions of the Companies Act, 1956 and the power conferred therein and in pursuance of the Order of the Hon'ble High Court at Calcutta passed on 22nd June, 2004 and the subsequent orders passed from time to time in c. P. No. 68 of 1987, the Official Liquidator, High Court, Calcutta being the Liquidator of the said Company (In Liquidation) is seized and possessed of the hereditaments mentioned in the Schedule hereunder written in fee simple on 'as is where is' basis.

AND WHEREAS the Purchaser herein has agreed to purchase all the assets and properties of the said Company (In Liquidation) including the said premises for the said consideration sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac) only in pursuance of the said Order of the Hon'ble High Court at Calcutta dated 18th December, 2006 passed in C. P. No. 100 of 2001 and the Vendor herein is pursuance of the said Orders has agreed to sale of all the assets and properties including the said premises of the said Company (In Liquidation) in favour of M/s. Godavari Commodities Limited the Purchaser herein

AND WHEREAS the Vendor herein in pursuance of the order dated 6th May, 2005 and 15th December 2006 passed in C. P. No. 100 of 2001 for sale of the said premises of the said Company (In Liquidation) and in pursuance of the total valuation of the immovable property of the said Company (In Liquidation) including



REGIONAL REGISTRAR OF
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The Purchaser shall and will duly observe fulfill and perform the covenants herein contained and the terms and conditions of the sale and shall regularly and punctually pay and discharge wholly all statutory requirements and impositions on the said premises together with all buildings structures, constructed thereon and the appurtenant thereto.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 3 (Three) Bighas 12 (Twelve) Cotahs together with all buildings structures constructed thereon comprising in Dag No. 3357, 3356, 3354, 3542, 3355 situated and/or Mouza Parui, Raidighi, being Premises No. 20, Dr. N. G. Saha Road, Parui Raidighi, district 24-Parganas (South) butted and bounded as follows :

ON THE NORTH : Dr. N. G. Saha Road, Premises on Dag No. 3358 tank on Dag No. 3359 and land and Lands being the remaining portion of Dag no. 3363 & part of 3361;

ON THE WEST : Dr. N. G. Saha Road;

ON THE SOUTH : The Premises and on Dag no. 3347 and the piece of 13' feet wide Strip of land;

ON THE EAST : Premises and Tank on Dag Nos. 3349, 3352, 3353 and 3360 and 6 feet Wide Strip of land.



REGISTRAR OF
PARGANAS, KOLLATA

the valuation of the building, sheds, structures and fixed assets, the Vendor herein duly apportionment of the valuation of the said premises for a total sum of Rs. 70,20,000/- (Rupees Seventy Lacs Twenty Thousand) only for Land and Rs. 23,56,250/- (Rupees Twenty Three Lacs Fifty Six Thousand Two Hundred Fifty) only for building structures and fixed assets totaling to Rs. 93,76,250/- (Rupees Ninety Three Lacs Seventy Six Thousand Two Hundred Fifty) only for the purpose of Registration of this presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Order dated 15th December, 2006 passed in C. P. No. 100 of 2001 by the Hon'ble High Court, Calcutta and by virtue of the provisions of Companies Act, 1956 and in consideration of the said sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac) only already paid by the said M/S. GODAVARI COMMODITIES LIMITED the Purchaser herein to the Vendor herein on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipts hereunder written admit acknowledge and confirm and of and from the same and every part thereof doth hereby acquit release and discharge the said premises of the said Company (In Liquidation) to the Purchaser and the said premises and the buildings, structures, sheds, standing thereon including and fixed asset) the Vendor doth hereby grant transfer and convey unto the Purchaser herein ALL THAT the premises No. 20, Dr. N. G. Saha Road, Parui Raidighi, District 24-Parganas constructed thereon TOGETHER WITH all



REGISTRAR OF COMPANIES
CALCUTTA
WEST BENGAL

better or further effecting and assuring the conveyance hereby made or the Title of the Purchaser for better or further effecting and assuring the conveyance hereby made or the Title of the Purchaser to the said right, title and interest of the said premises together with all buildings structures constructed thereon of the said Company (in Liquidation) hereby sold, assigned and conveyed.

0. The Purchaser by virtue of the Order of the Hon'ble High Court at Calcutta dated 15th December, 2006 passed in C. P. No. 100 of 2001 and in compliance of the terms and conditions of sale of all the assets and properties of the said Company (in Liquidation) including the said Premises together with all buildings structures constructed thereon have become the absolute right of the said premises together with all buildings structures constructed thereon as described in the Schedule hereunder written and upon completion of execution and registration of this presents.

B) The Vendor shall upon execution of these presents hand over the Original Title along with all other papers and documents related to the said premises together with all building structures constructed thereon to the Assignee.

THE PURCHASER DOTH HEREBY COVENANT WITH THE

VENDOR AS FOLLOWS :



REGIONAL REGISTRAR OF COMPANIES, CALCUTTA

buildings, structures out houses, yards, courts, areas, sewers, drains, water courses, tanks, ponds, gardens, trees, fences, walls, lights, liberties, privileges, easements, appendages and appurtenances whatsoever more fully described in the Schedule hereunder written and delineated on the Plan/Map hereto annexed and thereon bordered in colour therein **ON AS IS WHERE IS** basis **OR HOWSOEVER OTHERWISE** the said land or any part thereof now are or is or hereinafter were or was situated tenanted butted bounded called known numbered described or distinguished **TOGETHER WITH** all yards, areas, drains, water-course, light, liberties, privileges, easements, appendages and appurtenances whatsoever to the said premises belonging or in any wise appertaining or usually held used or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, claim and demand whatsoever the Vendor in to and upon the said premises or any part thereof **TOGETHER WITH** all deeds, mortgages and muniments of title whatsoever exclusively relating to or concerning the said premises or any part thereof now are or hereafter shall or may be in the possession or power or control of the Vendor or any other person or persons from whom may procure the same without any action or suit **TO HAVE AND TO HOLD** the said premises hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and the Vendor doth hereby for himself/hisself and his successor-in-Office and assigns covenant with the Purchaser **THAT NOTWITHSTANDING** any act deed or thing by the Vendor done or executed or knowingly



REGISTRAR OF MORTGAGES, KOLKATA

mistake or deficiency in the extent or description or other particulars of the said premises together with all buildings structures constructed thereon subject to the further order/s of the Hon'ble High court at Calcutta as the sale has been conducted on as is where is basis.

c) The Purchaser shall henceforth peaceably and quietly hold possess and enjoy the rents and profits derivable from and out of the said premises together with all buildings structures constructed thereon on as is where is basis and subject to the terms however without any hindrance, interruption or disturbances, from or by the Vendor or any person or persons claiming through or under or in trust for the Assignor and without any lawful act, hindrance, interruptions, or disturbances by any other person or persons whatsoever and subject to further order of the Hon'ble High Court at Calcutta if any.

d) All statutory dues if any in respect of the said Company (in Liquidation) including the said premises together with all buildings structures constructed thereon up to the date of the order of the sale shall remain the liability of the said Company (in Liquidation) and realizable from the Vendor within the provision of the Companies Act, 1956.

e) The Vendor shall at all times do and execute at the expenses of the Purchaser all such further acts, deeds, things and



REGIONAL REGISTRAR OF COMPANIES
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suffered to the contrary the Purchaser by virtue of the Order dated 22nd June, 2004 passed by the Hon'ble High Court, Calcutta in C. P. No. 100 of 2001 is lawfully and absolutely seized and possessed of or is otherwise well and sufficiently entitled the said premises hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance and **THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor has good right and full power by virtue of the provisions of the Companies Act, 1956 and by virtue of the Orders passed by the Hon'ble High Court Calcutta in C. P. No. 100 of 2001 to grant and convey, assure and assign the said premises **TOGETHER WITH** all buildings structures constructed thereon hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the rents issues and profits thereof without any interruption claim or demand whatsoever made or suffered by the vendor or any person or persons lawfully or equitably claiming through him as aforesaid **AND FURTHER** that the Vendor and all persons having or lawfully or equitably claiming any estate or right, title and interest in the said premises **TOGETHER WITH** all buildings structure constructed thereon or any of them or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do execute or cause to be done and executed all such acts and deeds and things whatsoever



D
 REGIONAL REGISTRAR OF
 COMPANIES, CALCUTTA

for further and more perfectly assuring the said Premises **TOGETHER WITH** all buildings structures constructed thereon conveyed by these presents and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall and may be reasonably required.

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :

a) The said premises together with all buildings structure constructed thereon more fully and particularly described in the Schedule hereunder written is otherwise free from all encumbrances, lien, incumbrance, charges and attachment in any manner whatsoever on 'as is where is basis'.

b) The Vendor subject to the further order of the Hon ble High Court at Calcutta shall and will at all times indemnify and keep indemnified and save harmless the Purchaser against all claims and demands whatsoever by any authority or any person/s, company/s in respect of the said premises together with all buildings structures constructed thereon of the said Company (in Liquidation) if at all made within the provisions of the Companies Act, 1956 and the rules framed thereunder and make good the Vendor all losses, costs and expenses, that may be put or obliged to incur or suffer by reasons of any defect, flaw or deficiency in the Title of the said Company (in Liquidation) to the said premises together with all buildings structures constructed thereon of any



REGISTRAR OF COMPANIES
CALCUTTA