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AND WHEREAS the said Smt. Ratna Mala Jain after purchase of the said property by virtue of the said Conveyance became sole and absolute of the said property.

AND WHEREAS by virtue of the purchases as aforesaid the Vendor alongwith M/s.Sati Development Pvt. Ltd. & M/s.Jiwan Gouri Properties Pvt. Ltd. jointly applied for mutation to the Calcutta Municipal Corporation.

AND WHEREAS the Calcutta Municipal Corporation in its turn also muted the property jointly in the name of the aforesaid owners.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said ment and in consideration of the sum of Rs.4,50,000.00 (Rupees Four Lacs Fifty Thousand only) of true and lawful money of the Union India in hand of the Vendor well and truly paid by the Purchaser or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as the receipt hereunder written admit acknowledge and of and from the payment of the same and every part thereof acquit release and for ever discharge the Purchaser and the said undemarcated undivided 5% share or interest of and in THAT the said property conveyed hereby and every part thereof) Vendor doth hereby grant transfer sell convey assign and assure to and unto and in favour of the Purchaser free from all encumbrances ALL THAT undemarcated and undivided 5% share or interest of and in ALL THAT the said property being land and buildings containing by estimation an area of 13 Cotthas 4 Chhittaks be the same a little more or less situated lying at and being Premises No.4, Janaki Saha (formerly premises No.4, May Road), Calcutta - 700 022 P.S. Hastings, Holding No.34 within the municipal limits of the Calcutta Municipal Corporation more fully and particularly mentioned and described in the Schedule hereunder written, hereinafter referred to as "the said undemarcated undivided 5% share or interest messuage hereditament and premises now are its or at any time heretofore were or was situated butted and bounded called known numbered or distinguished.

The Vendor is now lawfully rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to ALL THAT the said undemarcated and undivided 5% share or interest in the land messuage heredetament and premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hinderance lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendor.

AND that free and clear and freely and clearly and absolutely acquitted exonerated or discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances claim demands charges liens lis pendens debts and attachments whatsoever made done executed occasioned or suffered by the Vendor into and upon the said undemarcated undivided 5% share or

Company of

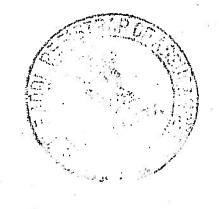
interest in the land messuage hereditament and premises hereby ranted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser together with the benefits of the said sanctioned Building Plan for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to after defeat encumber or make void the same.

AND that notwithstanding any such act deed matter or thing whatsoever as aforesaid the Vendor has now in itself good right full
power and absolute authority to grant transfer sell convey assign
and assure by the presents the said undmarcated undivided 5% share
or interest of and in the land messuage hereditament and premises
together with the benefit of the Sanctioned Building Plan hereby
granted transferred sold conveyed assigned and assured or expressed
or intended so to be unto and to the use of the Purchaser in manner
aforesaid.

AND that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said undermarcated undivided 5% share or interest or and in the land messuage hereditament and premises hereby granted transferred conveyed sold assigned and assured or expressed or intended so to be unto and in the use of the Purchaser in manner aforesaid and to receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or to claim from under or in trust of the Vendor.

AND that free and clear and freely and clearly and absolutely aquited expenses and discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of and from and against all and all manner of former or other estates rights title leases mortgages charges trusts wakfs debuttors attachments executions lis pendens claims demands and encumbrances whatsoever made done occasioned or suffered by the Vendor or any persons lawfully or equitably claiming or to claim by from through under or in trust for the Vendor.

AND further that the Vendor and all persons having or lawfully claiming any estate right title interest whatsoever in the said undermarcated undivided 5% share or interest of and in the land meassuage hereditament and premises hereby granted transferred sold conveyed assigned and assured or any part thereof under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such acts deeds matters and assurances and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said undermarcated undivided 5% share or interest of and in the land meassuage hereditament and premises hereby granted transferred sold conveyed assigned assured and confirmed and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.



STATE OF THE STATE

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Premises)

ALL THAT the messuage tenement or dwelling house containing an area of 13 Cottahs and 4 Chhitacks of land be the same a little more or less whereon or on part whereof the same is erected and built being Municipal Premises No.4, Janaki Shah Road (formerly known as No.4 May Road) in Thana Hastings, Sub-Registration Office at Calcutta, Police Station Hastings Holding No.34 within the Municipal Limits of the town of Calcutta delineated in the map or plan hereto annexed and therein bordered RED and butted and bounded in the manner following that is to say:

ON THE NORTH

By Premises No.4/2, Janaki Shah Road.

ON THE EAST

Partly by Park and partly by Premises
No.5, Janaki Shah Road.

ON THE SOUTH

: Municipal Road known as Janaki Shah

Road.

ON THE WEST

: By Premises No.3 Janaki Shah Road.

OR HOWSOEVER OTHERWISE THE Premises may be called known numbered described or distinguished.

THE SECOND SCHEDUL ABOVE REFERRED TO (The Share)

ALL THAT undivided and undemarcated 5% share—in Premises No.4, Janaki Shah Road, Calcutta - 700 022 more fully described in the First Schedule hereinabove being the entire 5% share which the Vendor has in the Premises.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the Vendor withinnamed at Calcutta in the presence of :

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Parry Supti 1/c Hays Lam Rus Cel-Lu Sotyes Namayan Agaron

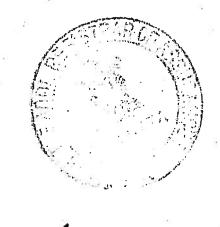
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(VENDOR)

Solya Nana 90 Stephen

90 Stephen House, 4. B.B.D. Bag (E)

Drafted by me



AND DA A

from the withinnamed Purchaser the within mentioned Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand only) being 11 consideration money of these presents as per Memo below : the

MEMO OF CONSIDERATION

no 93 2583 Olt. 15.1.99 On Indian Bank, R.C. Place Colente.

a. 4, 58,000/

TOTAL : Rs.4,50,000.00

(Rupees Four Lacs Fifty Thousand only)

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J. M.