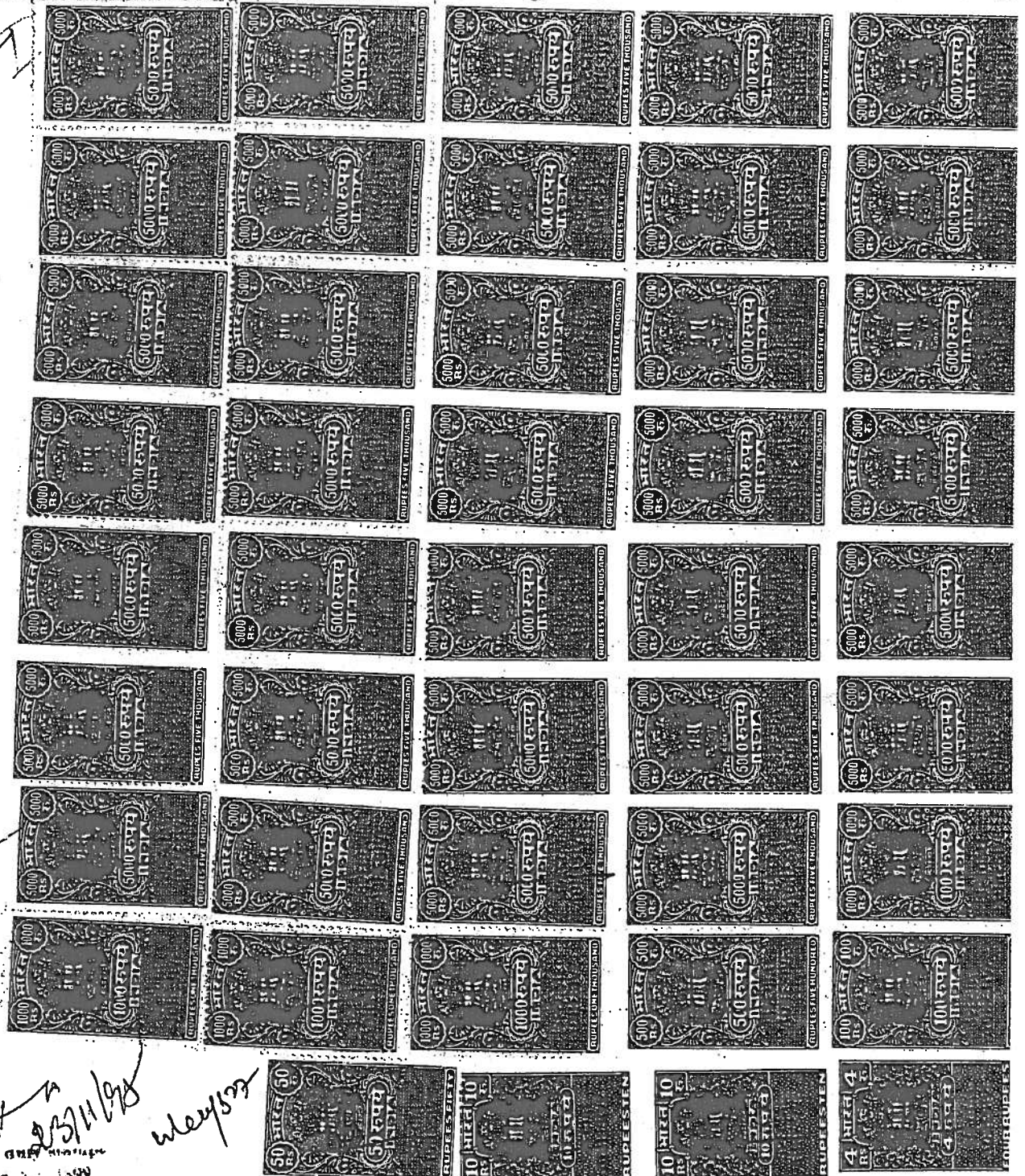


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Stamp affixed by
Stamp Superintendent,
Calcutta Collectorate

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STAMP AFFIXED BY
Stamp Superintendent,
Calcutta Collectorate

THIS INDENTURE OF CONVEYANCE made this 23rd day of November 1995, BETWEEN DEB KUMAR SHAW son of Late Satish Chandra Shaw residing at 24 Michael Madhusudan Sarani, Calcutta-700 023 hereinafter called "the VENDOR" (which includes his

Received for Registration of 6-32 PM
 on the 23rd day of Nov 95
 at Sal.
Sib. K. Shree
for execution



REGISTRAR OF ASSURANCES
 CALCUTTA 23/11/95

Dr. K. K. Shree

[Signature]

Dr. K. K. Shree

Sib. K. Shree S/o Late
 Smt. Chandra Shree of
 24 Michael Madhusudan Sarani
 Cal. 23 and Shree Prakash
 Ghungurwala Street
 for Sati Development (P) Ltd.
 of 90, Stephen House 4 B-B-D
 Bng (East) Cal-1

for SATI DEVELOPMENT PVT. LTD.

Shree Prakash Ghungurwala
 Director.

[Signature]
 Pradyumn Supta S/o A.K.
 Supta of 1/c Hy. Sham
 River Cal-70 Bng

[Signature]
 1/c Hy. Sham Bng.
 Cal-70
 S/o A.K. Gupta
 Business Executive

[Signature]
 REGISTRAR OF ASSURANCES
 CALCUTTA 23/11/95

successors-in-interest and/or assigns) of the ONE PART AND SATI DEVELOPMENT PRIVATE LIMITED a Company having its Registered Office at 90 Stephen House, 4 B.B.D.Bag (East), Calcutta-700 001 hereinafter called "the PURCHASER" (which includes its successors-in-interest and/or assigns) of the OTHER PART :

W H E R E A S :

- A) By a Certificate of Sale held in case no. 50 P.A. of 1943/44 (The Governor of West Bengal - Vrs - A. Barnet Hurst) by the Khas Mahal Certificate Officer, one (Smt.) Susama Sundari Shaw wife of Late Satish chandra Shaw (now deceased) purchased ALL THAT the premises no. 4, Janaki Shah Road, then known as May Road within the P.S. Hastings in the city of Calcutta more fully described in the "First Schedule" hereto hereinafter called 'the Premises' free from all encumbrances from her own funds.
- B) Apart from the premises during her life time the said Susama Sundari Shaw purchased and acquired other properties also out of her self acquired money.
- C) On or about 1.9.1961 the said Smt. Sushama Sundari Shaw died intestate leaving behind her five daughters (1) Smt. Kamala Sarkar, (2) Smt. Abala Khan, (3) Smt. Ashima Saha, (4) Smt. Anima Saha and (5) Smt. Amita Mandal (hereinafter collectively called "the DAUGHTERS") and five sons (1) Subhas Kumar Shaw (now deceased) (2) Sunil Kumar Saha (3) Deb Kumar Shaw (4) Robin Kumar Shaw and (5) Salil Kumar Shaw (hereinafter collectively called "the SONS") as her only heirs and legal representative.

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D) By a Bengali Deed of Partition dated 19th February, 1976 registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 69, Pages 29 to 39, being no. 1065 for the year 1976, the sons and daughters of Susama Sundari Shaw divided and distributed the property left by the said Susama Sundari Shaw among themselves and upon such partition and division the premises was absolutely allotted to the sons of Susama Sundari Shaw and they became the sole and absolute owner of the premises in the following percentage :-

- | | |
|----------------------|-----|
| a) Subhas Kumar Shaw | 20% |
| b) Sunil Kumar Saha | 20% |
| c) Deb Kumar Shaw | 20% |
| d) Robin Kumar Shaw | 20% |
| e) Salil Kumar Shaw | 20% |

E) Thereafter on or about 11.8.93. the aforesaid Subhas Chandra Shaw died intestate leaving behind him the following persons as his heirs and legal representatives :

- (Smt.) Jharna Shaw - wife
Hiranmoyee Shaw - Son
Parimal Shaw - Son
(Smt.) Mrinmoyee Shaw - Daughter
(Smt.) Chinmoyee Shaw - Daughter

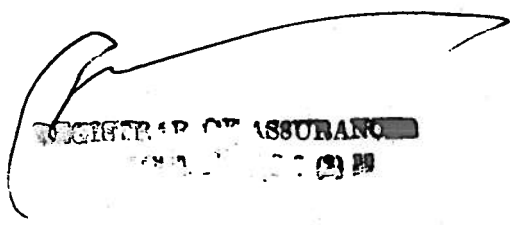
F) The said (Smt) Jharna Shaw died intested on or about 18.2.94. leaving behind her the said Hiranmoyee Shaw, Parimal Shaw, Mrinmoyee Shaw and Chinmoyee Shaw as her heirs and legal representatives.

G) Thus the Vendor along with other Co-owners (hereinafter

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called 'the Owners') are seized and possessed of or otherwise well and sufficiently entitled to the premises free from all claims, demands, charges, mortgages, thika tenancy, attachment, acquisition, requisition and/or any other encumbrances whatsoever save and except one tenant namely Mahesh Prasad Agarwal (hereinafter called 'the tenant') at the monthly rent of Rs.400/- in the following percentage :-

i]	1. Hiranmoyee Shaw	5%
	2. Parimal Shaw	5%
	3. Smt. Mrinmoyee Shaw	5%
	4. Smt. Chinmoyee Shaw	5%
ii]	Sunil Kumar Saha	20%
iii]	Deb Kumar Shaw	20%
iv]	Rabin Kumar Shaw	20%
v]	Salil Kumar Shaw	20%

H) The Vendor has agreed to sell, transfer and convey and the Purchaser has agreed to purchase and acquire ALL THAT one-half share of the Vendor in the premises more fully described in the Second Schedule hereto (hereinafter called 'the Share') and in pursuance whereof the Vendor is completing the sale of the share in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH :

1. In the premises aforesaid and in consideration of a sum of Rs.9,00,000/- (Rupees Nine Lacs) only paid by the Purchaser to the Vendor at or before the execution of these presents

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(the receipt whereof the Vendor doth hereby as also by the memo or consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof for ever release, discharge and acquit the Purchaser and the share hereby sold and conveyed) the Vendor doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser All That the undivided one half share of the Vendor in the Premises being Premises no.4 Janaki Saha Road, Calcutta more fully described in the First Schedule hereto being undivided and undemarcated 10% of the Premises more fully described in the Second Schedule hereto and hereinafter called "the Share" (which includes all the properties and rights hereby sold or conveyed or expressed or intended so to be as mentioned herein) OR HOWSOEVER OTHERWISE the share now is or at any time heretofore were or was situate, butted, bounded, called known, numbered, described and/or distinguished TOGETHER WITH proportionate share and/or benefit of and in all buildings and/or structures, areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, benefits, sanctioned plans, advantages and all manner of former or other rights, liberties, easements, privileges, appendages, appurtenances benefits and advantages whatsoever belonging to the share or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and all the estate, right, title, interest,

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REGISTERED COMPANY ASSURANCE
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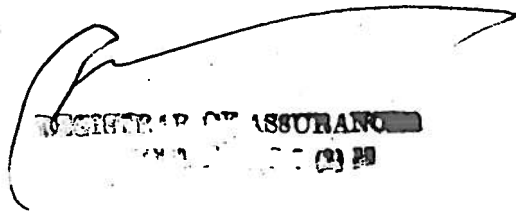
inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into, upon or in respect of the share or any part thereof, AND all deeds, pattas, muniments, writings and evidences of title relating to the share or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the share and all lands, hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever subject to the tenancy of the tenant but otherwise free from all encumbrances, trusts, liens, dispendens, charges, attachments, claimants, requisitions, acquisitions, vestings and alignments whatsoever;

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) THAT notwithstanding any act, deed matter or thing whatsoever done by the Vendor or any of the Vendor's predecessors in title may have done, committed executed or knowingly suffered to the contrary, subject to the tenancy of the tenant the Vendor now hath good right, full power, absolute authority, indefeasible title or otherwise well and sufficiently entitled to grant, sell, convey, transfer, assign and assure the share and

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all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid according to the true intent and meaning of these presents;

- ii) AND THAT the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any deed, matter or things whereby the share or any part thereof can or may be impeached, encumbered or affected in title;
- iii) AND THAT the share is free from all claims, demands, encumbrances liens, attachments, leases, restrictions, covenants, dispendens, uses, debuttar trusts made or suffered by the Vendor or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor save the tenancy rights of the tenant;
- iv) AND THAT the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the share and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably

claiming any right or estate therein from under or in trust from the Vendor;

- v) AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendor and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former or other rights, title, interest liens charges and encumbrances whatsoever save and except the tenancy of the tenant created made done occasioned and/or suffered by the Vendor or any person or persons rightfully claiming through or under or in trust of the Vendor;
- vi) AND THAT the share hereby conveyed is not affected by any attachment including attachment Under Certificate Case or any proceedings started at the instance of the Income Tax Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings against the Vendor for realisation of arrears of Income Tax or other taxes or dues or otherwise under Public Demands Recovery Act and/or any other act for the time being in force and that the share hereby conveyed is not affected by any notice or claim of Calcutta Metropolitan Development Authority or Government or any other Public Body or Authority.
- vii) AND THAT no declaration has been made or published for

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REGISTERED ASSURANCE
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the acquisition of the share or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the share or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act and Rules framed thereunder or any other acts or enactments whatsoever;

viii) AND THAT the share or portion thereof is not hit by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 either for the purpose of sell, transfer, convey, assign and assure the share or for the purpose of obtaining sanction of building plans from the Calcutta Municipal Corporation or any other body or authority;

ix) AND THAT all Municipal Rates, Taxes and other outgoings and/or taxes and/or levies and/or imposition by any other body or authority is paid and/or cleared up to the date of execution of these presents by the Vendor and nothing is due and payable in respect of the share and in case any Supplementary Bill or any other dues are raised in respect of the share for the period before execution of these presents the Vendor hereby undertakes to pay the same together with interest penalty or any other imposition thereon;

x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or caused to be produced to the purchaser and/or his

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Attorney or Attorneys, Advocate or Advocates or at any hearing, Suit, Commission examination or otherwise as occasions shall require the original bills, receipts, paper, documents and writing in respect of the share which the Vendor is retaining (hereinafter called "the documents") and in case the Vendor delivers or transfer the documents to any person or persons then such person or persons shall give the same covenant to the Vendor in favour of this purchaser and the Vendor shall inform in writing to the purchaser about such delivery of the documents to such person or persons and the Vendor and/or the person or persons under the Vendor as the case may be shall keep the documents safe whole unobligerated and uncanceled and shall not use the same for creating any encumbrances over the said share without prior consent in writing of the Purchaser;

- x1) AND 'ALSO THAT the Vendor and all people having or lawfully, rightfully or equitably claiming any estate or interest in the share or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the share and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured to and unto the Purchaser in the manner aforesaid, as shall or may be reasonably required for the Purchaser;

- xii) AND THAT the Vendor doth hereby further declare that

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upon the Vendor conveying the share as being done hereby the Vendor has not any and shall not have any right, title and/or interest, claim or demand of any nature whatsoever in or upon the premises or any part thereof being hereby conveyed;

xiii) AND THAT the Vendor doth hereby gives his consent to the Purchaser to apply for and obtain division and/or partition and/or demarcation of the share from the other co-owners of the premises as and when required by the Purchaser and the Purchaser is given further liberty to amalgamate or re-amalgamate its demarcated and/or divided part or share in the share with the share of other co-owners of the premises and/or with the owner/s and/or co-owner/s of the adjoining premises;

xiv) AND THAT the Vendor doth hereby accord his consent to the purchaser for mutation and/or separation and/or apportionment and/or amalgamation of the share in the assessment record of the municipality and all other records if any maintained by the government and/or non-government and/or body or proper authority;

xv) AND THAT the Vendor hereby gives the consent and/or permission to the Purchaser for purchasing the share of other co-owners of the premises and hereby further covenant with the purchaser that the Vendor will not claim any right of pre-emption in respect thereof.


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REGISTRAR OF ASSURANCE
CALCUTTA (2) 20

THE FIRST SCHEDULE ABOVE REFERRED TO:
(The Premises)

ALL THAT the messuage tenement of dwelling house containing an area of 13 Cottahs and 4 Chittacks 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, Janki Shah Road (formerly 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 SCHEDULE ABOVE REFERRED TO :
(The share)

ALL THAT undivided and undemarcated 10% share in premises no. 4 Janaki Shah Road, Calcutta more fully described in the First Schedule hereinabove being one-half of the total 20% share which the Vendor has in the premises.

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

EXECUTED AND DELIVERED by the
VENDOR hereto at Calcutta in
the presence of :

Sudhansu Sekhar Sam.
Advocate
High Court, Calcutta

Naresh Kumar. R.
6/7A AJC Bm R
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EXECUTED by the PURCHASER
hereto at Calcutta in the
presence of :

Sudhansu Sekhar Sam.

Naresh Kumar. R.

For SATI DEVELOPMENT PVT. LTD.

Shree Prakash Shrivastava
Director.

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REGISTERED OF ASSURANCE
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RECEIVED of and from the
within named Purchaser the within
mentioned sum of Rs.9,00,000/-
(Rupees Nine Lacs) only being the
entire consideration for the share
hereby sold, transferred and
conveyed, within expressed to have
been paid to me in the manner
following:

MEMO OF CONSIDERATION

- 1) By Cheque No. 522567 dated 09.05.95.
drawn on INDIAN BANK, R.C. PLACE
CALCUTTA in favour of THE VENDOR. 1,50,000/=
- 2) By Cheque No. 522579 dated 09.11.95
drawn on INDIAN BANK, R.C. PLACE
CALCUTTA in favour of THE VENDOR. 7,50,000/=

WITNESS :-

Sudhansu Sekhar Ban.

Marachkar, An

Rs.9,00,000/-
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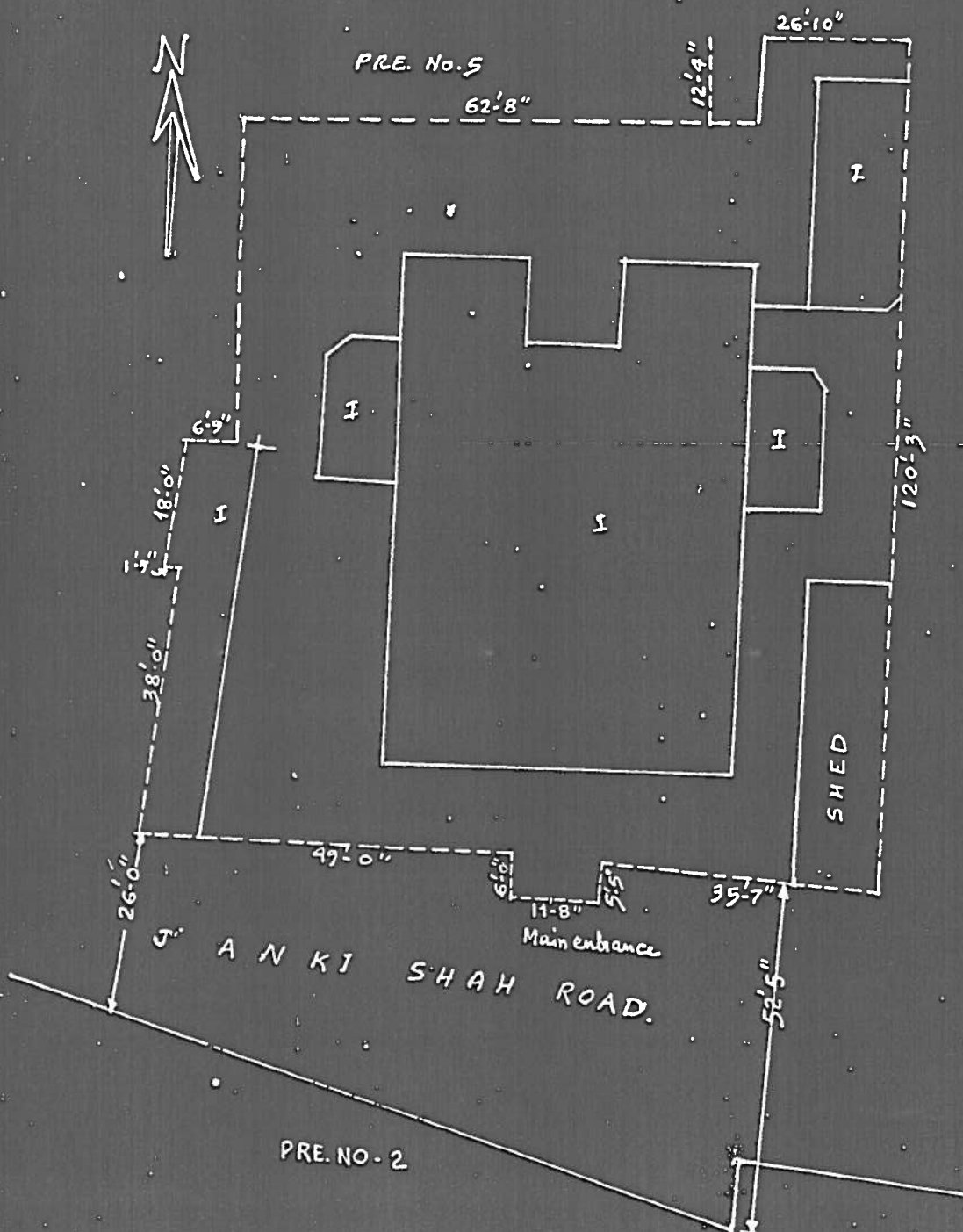
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REGISTERED ASSURANCE
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SITE PLAN OF PREMISES NO. 4 JANKI SHAH ROAD.
CALCUTTA SCALE 16' 0" = 1"

AREA OF LAND - 13K. 4CH. 275 FT. (1006.3764 MT.)





Serial
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Date

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REGISTRAR OF COMPANIES
CALCUTTA

100 No. 106
43-60
Sub No. 4068
for the year 1995

=====

DATED THIS 23rd DAY OF November 1995

=====

BETWEEN

DEB KUMAR SHAW

... "the VENDOR".

AND

SATI DEVELOPMENT PRIVATE LTD.

... the PURCHASER

REGISTRAR OF ASSURANCE
CALCUTTA U/S 7 (a) 1908

4/2/96

INDENTURE OF CONVEYANCE

Reg.: 10% Share in
4 Janaki Shah Road
Calcutta.



S. JALAN & CO.

Advocates,
6/7A, A.J.C. Bose Road,
Calcutta - 700 017.

REGISTRAR OF ASSURANCE
CALCUTTA U/S 7 (a) 1908