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5000Rs.



2/11/07
A.R.A. II

Nov 3, 03, 38, 62/7

3000

Stamp duty under Rule 61 every stamp
under the Indian Stamp Act 1899
is cancelled by N. Bengal
Stamp Department Act No. 23, 5/07

+ Bal 145200

383782, 383, 384

21/3/07
Rs. 152194 x 3 = 456582/-

Cheque No. 857000/-
for Rs. has been paid or
defect stamp duty wh. 41 8510K

837481
28/2

47200
490000/- 130x
145

28.3.07 THIS INDENTURE OF CONVEYANCE made this 2nd day of November 2006 BETWEEN UMESH JAIPURIA son of Late Motilal Jaipuria, residing at No.3A, New Road, Alipore, Kolkata - 700027 as a Receiver appointed by the Hon'ble High Court at Calcutta in G.A. No.3952 of 2001, G.A. No. 313 of 2002, G.A. No.1604 of 2002, G.A. No. 1605 of 2002, G.A. No.1672 of 2002 arising out of Appeal No.229 of 1973, Award Case

Sale + Agtal
28,00,000

A-27489
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27496

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27496

10078



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27 OCT 2006

1-00
2nd NOV 06
Ashutosh Bhagat

Sold to... **P. D. HIMA SINGH & CO**
SOLICITOR & ADVOCATES
Address... **5000 OLD POST OFFICE STREET,**
KOLKATA

L. S. VENDOR,
HIGH COURT, CAL

Ashutosh Bhagat



15378

ASHUTOSH SPINNERS PRIVATE LTD.

Ashutosh Bhagat
Director



15371

Umesh Jaipuria

Receiver appointed in GA No 3952 of 2001, GA No 313 of 2002, GA No 1604 of 2002, GA No 1605 of 2002, GA No 1672 of 2002 arising out of appeal no 229 of 1973 Award case no 104 of 1967 (Banmalal Jaipuria vs Gouri Devi Bhagat & ors) and also on behalf of Smt Gayatri Devi Jaipuria, Smt. Lekh Kumari Jaipuria, Smt. Rachna Mukherjee + Smt Vandana Singh.



15372

RTO

Raj Kumar Meera
Director

Supriya Mukherjee 810 Sri Subodh Mukherjee of 6, Old Post Office Street, Kolkata Service.

REG. Registrar of Companies
Kolkata
2.11.06

Ashutosh Bhagat
as Director for Ashutosh Spinners Pvt Ltd of B-31b Sankarbari Vihar New Delhi Umesh Jaipuria Receiver appointed in GA no 3952 of 2001 and also on behalf of Smt Gayatri Devi Jaipuria, Ashok Kumar Jaipuria, Rachna Mukherjee Vandana Singh Raj Kumar more as Director for Ashutosh Spinners Pvt Ltd.

Supriya Mukherjee
810 Sri Subodh Mukherjee
of 6, Old Post Office Street
Kolkata Service.

REG. Registrar of Companies
Kolkata
2.11.06

No.104 of 1967 (Banwarilal Jaipuria -Vs- Ginni Devi Bhagat & Ors.) and also for and on behalf of Sm. Gayatri Devi Jaipuria, Sri Ashok Kumar Jaipuria, Smt. Rachana Murarka and Smt. Vandana Sanghi (SITARAM GROUP), hereinafter referred to as "the VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor and/or successors in office and assigns) of the ONE PART AND (1) ASHUTOSH SPINNERS PRIVATE LTD., a Company within the meaning of the Companies Act, 1956 having its registered office situated at B-316, Saraswati Vihar, New Delhi-110034 (2) AJANTA COMMERCIAL & TRADING COMPANY PRIVATE LTD. also a Company within the meaning of the Companies Act, 1956 having its registered office situated at 7, Hare Street (4th Floor), Kolkata - 700 001 and (3) MULTITECH ELECTRONICS LTD. also a Company within the meaning of the Companies Act, 1956 having its registered office situated at No.113, Park Street, 3rd Floor, North Block, Kolkata - 700016, hereinafter collectively referred to as "the PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors in their respective offices/interests and assigns) of the OTHER PART :

15973

For MULTITECH ELECTRONICS LTD.

Pramod Kumar Sahal
Director

of 7 Hazar St km.

Pramod Kumar
Sahal as Director for
MULTITECH ELECTRONICS
Hd. of 113 Park Street
KOL-16.

Supriya Mukherjee

Supriya Mukherjee

Whd. Registrar of Assurances
Kolkata

W H E R E A S :

A) By an Indenture of Conveyance dated the 4th March, 1961 executed by Radha Krishna Ramjeedass Iyer & Ors. therein referred to as the Vendors of the First Part and Ramjeedass Radha Krishna Iyer & Ors. therein jointly referred to as the Confirming Parties of the Second Part and Sm. Jamuna Devi Jaipuria, Sm. Gayatri Devi Jaipuria and Sm. Suniti Devi Jaipuria therein jointly referred to as the Purchasers of the Third Part and duly registered with the Registrar of Assurances at Calcutta in Book No.I, Volume No.30, Pages 163 to 172, Being No.1013 for the year 1961 the said Radha Krishna Ramjeedass Iyer and others the Vendors for the consideration therein mentioned granted, sold, conveyed, transferred, assigned and assured unto the Purchasers and the Confirming Parties confirmed unto the Purchasers ALL THAT the land, messuages, hereditaments and premises together with the buildings and structures standing and erected thereon or on part thereof containing by estimation land measuring 1 Bigha 10 Cottahs be the same a little more or less situate lying at and being premises No.43, Rafi Ahmed Kidwai Road formerly known as 43, Wellesly Street in the town of Calcutta and more fully described in the



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Calcutta

Schedule thereunder written and hereinafter referred to as the "said property".

- B) By and under the said Conveyance the said Smt. Jamuna Devi Jaipuria, Smt. Gayatri Devi Jaipuria and Smt. Suniti Devi Jaipuria each became entitled to undivided one-third share or interest into or upon the said property.
- C) The said Entire Property has been let out to and is under the tenancy of C. P. Properties Ltd. including various other tenants and the said C. P. Properties Ltd. including various other tenants are in possession and occupation of the said Entire Property.
- D) The said Jamuna Devi Jaipuria died on the 16th September, 1973 after having made and published her last Will dated the 15th September, 1973 whereby and whereunder she gave, bequeathed and devised her various properties including her undivided one-third share into or upon the said property in the manner mentioned in the said Will.
- E) In pursuance of the said Will Sri Ramesh C. Vaish being the sole executor duly filed an



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~~Calcutta~~

application for grant of probate in the High Court at Calcutta in its testamentary and intestate jurisdiction and the said application is still pending inasmuch as the same is under challenge.

- F) The said Sitaram Jaipuria died on the 28th May, 1985 leaving him surviving his widow Sm. Gayatri Devi Jaipuria, his only son Sri Ashok Kumar Jaipuria and his two married daughters, namely, Smt. Rachana Murarka and Smt. Vandana Sanghi as his only heirs and/or legal representatives (hereinafter collectively referred to as the "SITARAM-GROUP").
- G) In the events as recited hereinabove in the event of Probate being granted in respect of the said Will the said Sitaram Group would have become entitled to undivided one-half share or interest into or upon the one-third share or interest held by and/or belonging to the said Late Smt. Jamuna Devi Jaipuria and if for any reason the said Will is set-aside or Probate in respect thereof is not granted the said Sitaram Group shall be entitled to undivided one-ninth share or interest into or upon the said property.



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Calcutta

H) In pursuance of a decree dated 1st August, 1990 passed in Award Case No.104 of 1967 and confirmed in the appeal being Appeal No.229 of 1973 in the High Court at Calcutta (Banwarilal Jaipuria -Vs- Smt. Ginni Devi Bhagat & Ors.) and by orders dated the 13th August, 2004 passed in G.A. No.3952 of 2001, G.A. No.313 of 2002, G.A. No.1604 of 2002 and G.A. No.1672 of 2002 and order dated the 27th August, 2004 passed in G.A. No.1605 of 2002 all passed in terms of the Terms of Settlement dated the 9th August, 2004 and in discharge of the indebtedness of the said Sitaram Group to Smt. Santosh Devi Jaipuria and others, Umesh Jaipuria, the Vendor abovenamed has been appointed as Receiver to sell and transfer the interest of the said Sitaram Group into or upon the said property and has been further empowered and authorized to execute the Deed of Conveyance and to do all other acts, deeds and things for completing the sale of the above mentioned right, title and interest of Sitaram Group into or upon the said property.

I) In pursuance of the said orders dated the 13th August, 2004 and 27th August, 2004 and for the purpose of giving effect to the same the Vendor has agreed to sell and transfer and the



REGISTRAR OF ASSURANCES
MALACCA

Purchasers have agreed to purchase and acquire the said undivided share of the said Sitaram Group in the said property at and for a consideration of Rs.25,00,000/- (Rupees Twenty-Five lacs only) subject to the various tenancies of the various tenants of the said property including the said M/s. C. P. Properties Ltd. and their right, title and interest therein but otherwise free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH :-

- I. That in pursuance of the said Terms of Settlement dated the 9th August, 2004 filed in the said G.A. No.3952 of 2001, G.A. No.313 of 2002, G.A. No.1604 of 2002, G.A. No.1605 of 2002 and G.A. No.1672 of 2002 and the orders dated the 13th August, 2004 passed in the said G.A. No.3952 of 2001, G.A. No.313 of 2002, G.A. No.1604 of 2002 and G.A. No.1672 of 2002 and the order dated 27th August, 2004 passed in the said G.A. No.1605 of 2002 arising out of Award Case No.104 of 1967 and Appeal No.229 of 1973 (Banwarilal Jaipuria - Vs- Sm. Ginni Devi Bhagat & Ors.) and the decree dated the 1st August, 1990 passed in the said Award



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Calcutta

Case No.104 of 1967 and confirmed in the said Appeal No.229 of 1973 and by virtue of the orders passed and powers and authorities conferred and granted by the Hon'ble High Court at Calcutta to the Vendor and in consideration of the sum of Rs.25,00,000/- (Rupees Twenty-Five lacs only) paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same doth hereby release and discharge the Purchasers as well as the undivided share of the property hereby sold) the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto and in favour of the Purchasers ALL THAT the undivided one-half share of Late Jamuna Devi Jaipuria out of her undivided one-third share i.e. undivided one-sixth share in the premises No.43, Rafi Ahmed Kidwai Road, Kolkata comprising of land containing by estimation an area of 1 Bigha and 10 Cottahs be the same a little more or less together with brick built messuage, tenement and dwelling house erected or constructed thereon or on part thereof situate lying at and being premises No.43, Rafi Ahmed Kidwai Road, Kolkata more particularly described in the Schedule hereunder written and hereinafter referred to as the "said premises" subject, however, to the rights of the said C. P. Properties Ltd. and various other lawful tenants and occupants of the said premises but



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Calcutta

otherwise free from all encumbrances, charges, liens, lispendens, attachments and trusts whatsoever OR HOWSOEVER OTHERWISE the said premises or any part thereof now is or at any time heretofore was situated, butted, bounded, called, known, numbered, described or distinguished together with all areas, yards, court-yards, walls, boundary walls, drains, water-courses, passages and all manner or former and other rights, lights, liberties, advantages, easements, privileges, appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining thereto or was held, used, occupied or enjoyed or reputed to or belong or be appurtenant thereto and all the estate, right, title and interest whatsoever both at law and in equity of the said Jamuna Devi Jaipuria since deceased into and upon the same and all legal incidents thereof TO HAVE AND TO HOLD the same unto and to the Purchasers absolutely and forever.

II. AND the Vendor doth hereby covenant with the Purchasers that the Vendor has not done or executed or knowingly or willingly suffered or been party or privy to any act, deed, matter or thing whereby or by reason whereof the Vendor is prevented from transferring, releasing, conveying and assuring the said premises unto the Purchasers in the manner



REGISTRAR OF ASSURANCES
CALCUTTA

aforesaid or whereby or by reason whereof the said premises may be in anywise encumbered or prejudicially affected.

III. AND the Purchasers do hereby covenant with the Vendor that in the event no Probate of the Will of the said Jamuna Devi Jaipuria is granted and it is found that the said Sm. Gayatri Devi Jaipuria, Ashok Kumar Jaipuria, Sm. Rachana Murarka and Sm. Vandana Sanghi have only an undivided $1/9^{\text{th}}$ share in the said premises, the Purchasers will accept the said $1/9^{\text{th}}$ share of the said Smt. Gayatri Devi Jaipuria, Sri Ashok Kumar Jaipuria, Smt. Rachana Murarka and Smt. Vandana Sanghi in the said premises and shall not be entitled to nor claim any refund out of the said consideration money of Rs.25,00,000/- (Rupees Twenty-Five lacs only) from the Vendor.

IV. AND it is hereby confirmed that the Vendor has put the Purchasers in symbolic possession of the portions hereby sold and transferred.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided one-half share of Late Jamuna Devi Jaipuria out of her undivided one-third share i.e. undivided one-sixth share in the premises No.43, Rafi Ahmed Kidwai Road, Kolkata comprising of land containing by estimation an area of 1 Bigha and 10 Cottahs be the



7
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CALCUTTA

same a little more or less together with brick built message, tenement and dwelling house erected or constructed thereon or on part thereof situate lying at and being premises No.43, Rafi Ahmed Kidwai Road, Kolkata, P.S. Park Street, K.M.C. Ward No.63, Pin Code No.700016.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents the day month and the year first above written.

SIGNED SEALED AND DELIVERED by
the VENDOR at Kolkata in the
presence of :

Sushendu Kumar Mukhopadhyay
Asst. to Messrs P. S. Himatsingh & Co.
Solicitors & Advocates
Calcutta

Subeija Mukherjee
Asst. to M/s. P. S. Himatsingh & Co.
Solicitors & Advocates
G. Old Post Office Street, Kolkata - 1.

SIGNED SEALED AND DELIVERED by
the PURCHASERS at Kolkata in
the presence of :

Sushendu Kumar Mukhopadhyay

Subeija Mukherjee

Umesh Jain

Receiver appointed in GANO 3952
of 2001, GANO 313 of 2002, GANO 1604
of 2002, GANO 1605 of 2002, GANO 1672
of 2002 allowing out of appeal no
229 of 1973. Award case no 104
of 1967 (Bano v. Utesh Jain vs
Gini Devi Bhagat + ors) and also
on behalf of Smt Gayatri Devi Jain
Sri Ashok Kumar Jain, Smt Kanchan
Mukherjee + Smt Vandana Sanghi.

ASHUTOSH SPINNERS PRIVATE LTD

Ashutosh Bhagat
Director

Ajanta Commercial & Trading Co. (P) Ltd

Raj Kumar Mehta
Director

MULTITECH ELECTRONICS LTD

Pramod Kumar Saha
Director



Registrar of Assurances
Cutch

RECEIVED from the within-named Purchasers the within-mentioned sum of Rs.25,00,000/- (Rupees Twenty-Five lacs only) being the within-mentioned consideration money paid by the Purchasers to the Vendor as per Memo of Consideration below :

Rs.25,00,000.00

MEMO OF CONSIDERATION

- 1) By Pay-Order No.705193 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Umesh Jaipuria. Rs. 40,171.00
- 2) By Pay-Order No.705194 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Umesh Jaipuria Family Trust. Rs. 2,32,175.00
- 3) By Pay-Order No.705195 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Umesh Jaipuria. Rs. 3,01,542.00
- 4) By Pay-Order No.705196 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Santosh Devi Jaipuria. Rs. 3,01,542.00
- 5) By Pay-Order No.705197 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Santosh Devi Jaipuria. Rs. 3,01,542.00
- 6) By Pay-Order No.705198 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Santosh Devi Jaipuria. Rs. 3,01,542.00
- 7) By Pay-Order No.705199 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Umesh Jaipuria Family Trust. Rs. 3,01,542.00
- 8) By Pay-Order No.705200 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Indra Kumar Jaipuria. Rs. 3,01,542.00
- 9) By Pay-Order No.705201 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Alok Kumar Jaipuria. Rs. 3,01,542.00



REGISTRAR OF ASSURANCES
STATE OF NEW YORK

10) By Pay-Order No.705202 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Indra Kumar Jaipuria.	Rs. 38,265.00
11) By Pay-Order No.705203 dated 31.10.2006 issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Alok Kumar Jaipuria.	Rs. 40,173.00
12) By Pay-Order No. <u>705210</u> dated <u>1.11.2006</u> issued by Bank of Maharashtra, N. S. Road Branch, Calcutta-700001 in favour of Santosh Devi Jaipuria.	Rs. <u>38,422.00</u>
Total	Rs. <u>25,00,000.00</u>

(Rupees Twenty-Five lacs only)

Umesh Jaipuria

Receiver appointed in GA No 3952 of 2001
GA No 313 of 2002, GA No 1604 of 2002, GA
No 1605 of 2002, GA No 1672 of 2002 arising
out of appeal No 229 of 1973 Award case
No 104 of 1967 (Banwailal Jaipuria vs
Gauri Devi Bhagat + ors) and also on
behalf of Smt. Gayatri Devi Jaipuria, Sri Ashok
Kumar Jaipuria, Smt Roohi M. M. M. + Smt
Vandana Sanghi.

WITNESSES :

Sukhendu Kumar Mukherjee

Sudheer Mukherjee



MA, Registrar of Insurance
Malaya

SPECIMEN FORM FOR TEN FINGERPRINTS



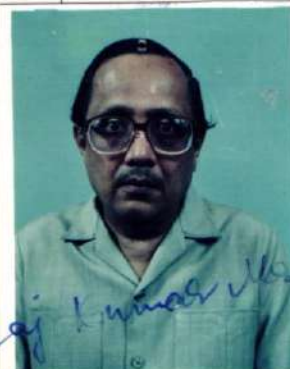
Umesh Jaipuria

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					



Ashutosh Bhogart

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					



Raj Kumar Verma

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

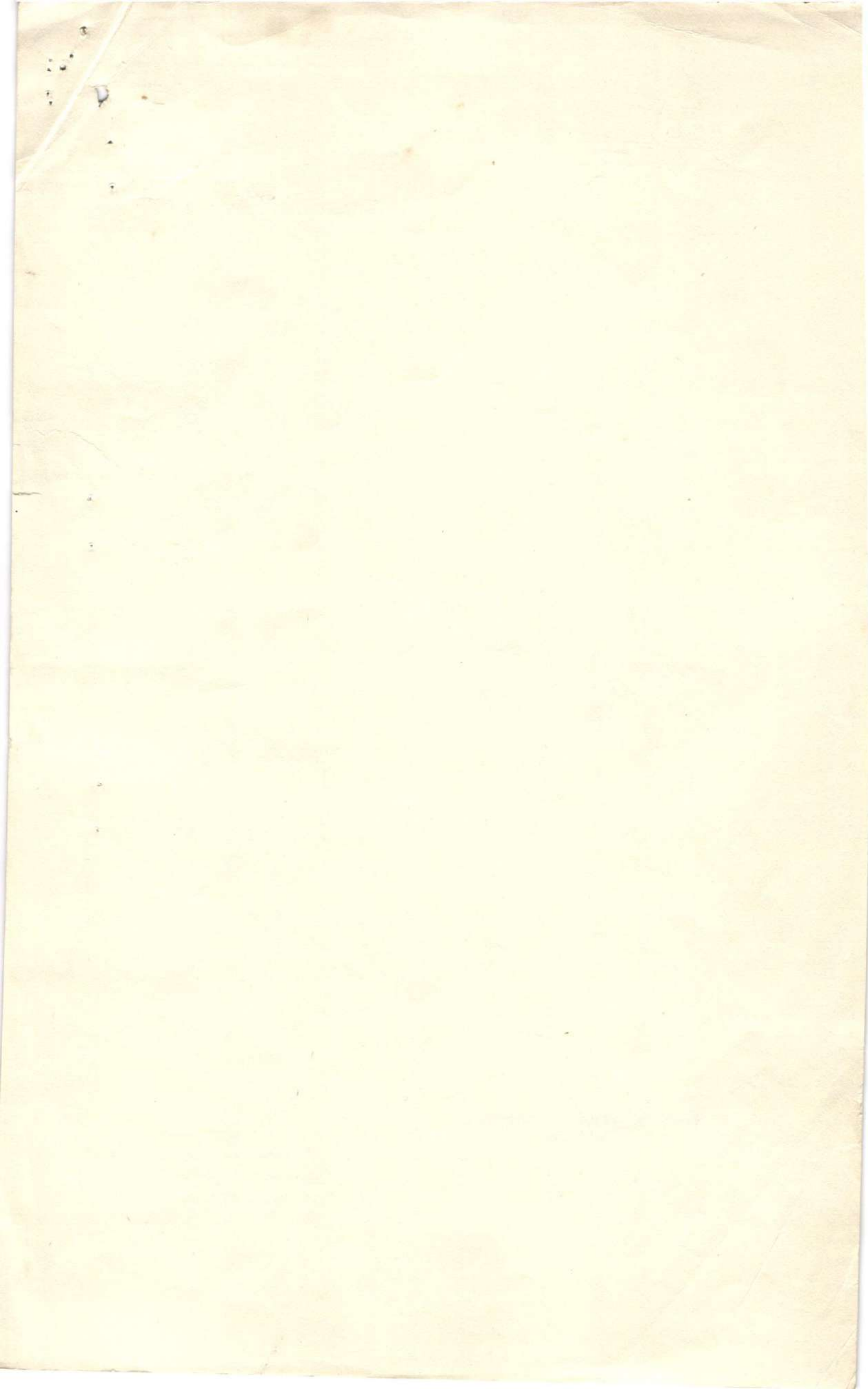


Pramod Kumar Sahu

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					



1921, Registrar of Assurances
Calcutta



Book No. I
Volume No. I
Pages 1617
Being No. 02463
of the year 2007

DATED THIS 2nd. DAY OF November 2006

BETWEEN

UMESH JAIPURIA

AND

ASHUTOSH SPINNERS PRIVATE LTD. & ORS.



~~REG. Registrar of Assurances~~
18-4-07

INDENTURE OF CONVEYANCE



~~REG. Registrar of Assurances~~

P. D. HIMATSINGKA & CO.,
Solicitors & Advocates,
6, Old Post Office Street,
Kolkata - 700 001.