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I certify that the Document is registered. The Signatures and endorsement sheets attached to this document are the part of this Document

Additional Registrar  
of Assurances, Kolkata

25/2/12

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THIS INDENTURE OF CONVEYANCE made this 24<sup>th</sup> day of February Two Thousand and Twelve BETWEEN A. N. INSTRUMENTS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office

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at 2A Chowringhee Square, Tower House, 2<sup>nd</sup> Floor, Police Station Hare Street, Kolkata 700069 having PAN AADCA0390B and represented by its Managing Director Mr. Debdutta Sen son of Late Amiya Nath Sen and its Director Mrs. Pratima Sen wife of Mr. Debdutta Sen hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **FIRST PART AND (1) KARNI INFRA PROPERTIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, having PAN:AAECK0205C and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (2) **NISHDIN COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AADCN8841L) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (3) **JAGMATA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AACCCJ7629R) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (4) **KOTIRATAN MERCANTILE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECK6359F) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (5) **RUDRAMALA EXPORTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAFCR6825G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (6) **SHIVKRIPA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAQCS9839L) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (7) **GANESHVANI BARTER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECG5801C) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (8) **SUBHVANI SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAQCS9723H) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (9) **MANGALSHIV**

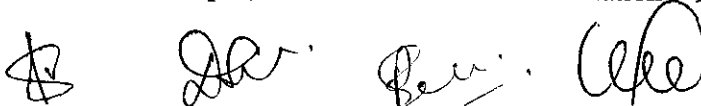
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**MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, having PAN: AAHCM7039D and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (10) **HEMANG DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, having PAN: AACCH8358K and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (11) **BANGBHUMI AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECB8594K) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (12) **FASTSPEED TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AABCF8952C) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (13) **TOPFLOW COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECT1175G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (14) **BLUEMOTION TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECB8649K) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (15) **VIEWMORE TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AADCV9267G) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (16) **KAMALDHAN SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AAECK6361R) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (17) **NITYADHARA TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapur, Kolkata -700017, (PAN: AADCN8808M) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (18) **GOODPOINT PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan

Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECG5759R) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (19) **KALYANKARI REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAECK6362N) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (20) **MAHAMANI EXPORTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017(PAN: AAHCM7116M) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, (21) **SWARANSATHI IMPEX PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Kolkata -700017, (PAN: AAQCS9724A) and represented by its Director Mr. Mahesh Karnani son of Late Shew Kumar Karnani, hereinafter collectively referred to as "the **PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **SECOND PART AND ISHA HOLDINGS LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata -700 017 having PAN AAACI5261J represented by its Director Mr. Nikhil Karnani son of Mr. Mahesh Karnani hereinafter referred to as "**CONFIRMING PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **THIRD PART** :

**WHEREAS:**

- A. By the following three several Indentures of Conveyance all dated 27<sup>th</sup> November 1981 and registered with the District Registrar at Alipore, the Vendor herein purchased **ALL THAT** the pieces or parcels of land containing a total area of 1.29 acres more or less comprising of (a) the entire R.S. Dag No. 28 recorded in R.S. Khatian No. 348 (formerly C.S. Dag No. 27 recorded in C.S. Khatian No. 348) measuring 0.53 acres, (b) the entire R. S. Dag No. 31 recorded in R.S. Khatian No. 544 (formerly 388) (formerly C.S. Dag No. 30 recorded in C. S. Khatian No. 388) measuring 0.20 acre, (c) the entire R.S. Dag No. 38 recorded in R.S. Khatian No. 349 (formerly C.S. Dag No. 37 recorded in C.S. Khatian No. 349) measuring 0.45 acre and (d) the entire R.S. Dag No. 39 recorded in R.S. Khatian No. 349 (formerly C.S. Dag No. 38 recorded in C.S. Khatian No. 349) measuring 0.11 acre all in Mouza - Baikunthapur, J.L. No. 36 under Police Station - Baruipur, in the District



of South 24-Parganas (hereinafter collectively referred to as "the **LARGER PROPERTY**"):-

- (i) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 160 to 171, Being No. 12872 for the year 1981, whereby one Sachindra Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;
  - (ii) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 172 to 182, Being No. 12873 for the year 1981 whereby one Ramendra Nath Nandi for the consideration mentioned therein sold conveyed and transferred his entire one-third undivided part or share of and in the Larger Property absolutely and forever;
  - (iii) Indenture of Conveyance registered in Book No. I, Volume No.392, Pages 183 to 192, Being No. 12874 for the year 1981 whereby one Prodyut Kumar Nandi and Bidyut Kumar Nandi for the consideration mentioned therein sold conveyed and transferred their entire one-third undivided part or share of and in the Larger Property absolutely and forever.
- B. The Vendor is fully seized and possessed of and well and sufficiently entitled as the sole and absolute owner of the Larger Property and in khas vacant peaceful possession thereof and is paying khajana to the Government of West Bengal in respect thereof.
- C. The Vendor being in need of funds to meet its requirements and for various other reasons approached the Confirming party for the sale of a portion of the Larger Property free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession to the Confirming Party and/or its nominee or nominees and the Confirming Party agreed to purchase the same from the Vendor at an agreed consideration and the Confirming Party made part payments to the Vendor.
- D. The Confirming Party pursuant to the rights and authorities conferred upon him nominated to the Vendor herein, the Purchasers herein as being entitled to complete the purchase of a portion of the Larger Property being **ALL THAT** the piece or parcel of land comprised in the entire R.S. Dag No. 31 recorded in R.S. Khatian

*(Handwritten signatures)*

No. 544 (formerly 388) (subsequently numbered as L.R. Dag No. 31 in the recent Records of Rights published under the West Bengal Land Reforms Act, 1955 recorded in L. R. Khatian No. 365) containing an area of 0.20 acre or 12.1 Cottah more or less together with all structures and appurtenances thereof all morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **said Property**") free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession thereof, which nomination the Vendor duly accepted. The Purchasers have reimbursed to the Confirming Party the entire apportioned consideration of Rs.10,15,470.00 (Rupees ten lacs fifteen thousand four hundred seventy) only paid by the Confirming Party to the Vendor and also paid to the Confirming Party an apportioned nomination consideration of Rs.9,55,900.00 (Rupees nine lacs fifty-five thousand nine hundred) only.

- E. Consequent to the nomination by the Confirming Party as aforesaid, the Vendor has agreed to complete the sale of the said Property free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession to the Purchasers at or for a total consideration of Rs.42,83,400.00 (Rupees forty-two lacs eighty-three thousand four hundred) only. Out of the said total consideration, the Vendor has received a sum of Rs.10,15,470.00 from the Confirming Party and the Purchasers have paid to the Vendor directly the entire balance consideration of Rs.32,67,930.00 (Rupees thirty-two lacs sixty-seven thousand nine hundred thirty) only.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and nomination and in consideration of the sum of Rs.42,83,400.00 (Rupees forty-two lacs eighty-three thousand four hundred) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendor partly through the Confirming Party and partly directly paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration No. 1 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) and in further consideration of Rs.9,55,900.00 (Rupees

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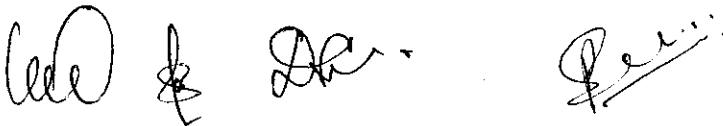
nine lacs fifty-five thousand nine hundred) only by the Purchasers to the Confirming Party paid towards the nomination charges at or before the execution hereof (the receipt whereof the Confirming Party doth hereby as well as by the Receipt and Memo of Consideration No.2 hereunder written admit and acknowledge to have received from the Purchasers and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and all his benefits of contract and rights in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers') the Vendor doth hereby grant, sell, convey, transfer, assign and assure and the Confirming Party doth hereby concur, confirm and assure unto and to the Purchasers in equal shares, **ALL THAT** the piece or parcel of land containing an area of 0.20 acre or 12.1 Cottah more or less comprised in the entire R.S. and L.R. Dag No. 31 recorded in R.S. Khatian No. 544 (formerly 388), L. R. Khatian No. 365 in Mouza Baikunthapur, J. L. No.36, under Police Station Baruipur in the District of South 24 Parganas together with all buildings and structures thereon morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTY**" **TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, boundary wall on all sides areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim easement quasi easement privileges and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **AND TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar,

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vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS**  
as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor or its predecessors-in-title done omitted executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances, charges, conditions, uses, trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendor hath not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendor has now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or its predecessors-in-title;





(v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by them and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever created made done or suffered by the Vendor or any person or persons claiming as aforesaid or its predecessors-in-title;

(vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or its predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

**III. AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASERS** as follows:-

a) **THAT** the said property or any portion thereof is not affected by any attachment including the attachment under any Certificate Case or any proceedings against them or any of them started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is not Certificate Case or proceedings against the Vendor for realization of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any Acts for the time being in force;



- b) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or any other authority under the West Bengal Town and Country (Planning & Development) Act, 1979 or Highway Authority or Railway Authority or the Government or any other Public body or authorities;
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever;
- d) **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or the West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or otherwise under any other Act or law for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchasers.
- e) **AND THAT** the Vendor represented and assured to the Purchasers that there is no action, suit, appeal or litigation in respect of the said Property or any part or share thereof pending or filed at any time heretofore and that the said Property has been in uninterrupted exclusive ownership and possession and enjoyment of the Vendor for last more than thirty one years without any claim, obstruction, dispute or impediment whatsoever or howsoever from or by any person and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof And That save and except the Vendor no other person can claim any right title or interest whatsoever in the said Property or any part thereof and without prejudice to or affecting the covenant for protection and indemnity given by the Vendor hereinabove, the Vendor to indemnify and keep the Purchasers fully saved harmless and indemnified from and against all losses damages costs claims demands action or proceeding that the Purchasers may suffer or incur owing to any defect or deficiency being found in the title or possession of the Vendor or in case any of the above representation or assurances being found to be false'

(ke) & DR Per:

- f) **AND THAT** all rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property has duly been paid and there is no amount in arrears or outstanding in connection therewith.

**THE SCHEDULE ABOVE REFERRED TO:**  
**(SAID PROPERTY)**

**ALL THAT** piece or parcel of "danga" land containing an area of 0.20 acre or 12.1 Cottah be the same a little more or less together with residential room on part thereof measuring about 200 Square feet more or less situate lying at and being the entire R.S. and L.R. Dag No. 31 recorded in R.S. Khatian No.544 (formerly 388), L. R. Khatian No. 365 (formerly C.S. Dag No. 30 recorded in C.S. Khatian No. 388) in Mouza Baikunthapur, J. L. No.36, R.S. No. 292, Touzi No. 63/64 Pargana Magura within Hariharpur Gram Panchayet under Police Station Baruipur in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "**RED**" butted and bounded as follows:-

- On the North : Partly by Public Road and Partly by Dag No. 28;  
On the South : By portions of Dag Nos.37 and 38;  
On the East : By Road; and  
On the West : By portions of Dag Nos.28 and 30.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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

**SIGNED SEALED AND DELIVERED** by the withinnamed **VENDOR** represented by its Managing Director Mr. Debdutta Sen and its Director Mrs Pratima Sen pursuant to Resolution dated 23<sup>RD</sup> February 2012 at Kolkata in the presence of:

*Amritava Roy Chowdhury.*  
358/1 N.S.C. Bose Road,  
Kolkata-700097  
*Pratik Bagaria*  
Advocate

For A. N. Instruments (P.) Limited  
*Debdutta Sen*  
Managing Director

For A. N. Instruments Pvt. Limited  
*Pratima Sen*  
Director

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

*Smita Roychowdhary,*  
*Pratik Bagari*  
*Advocate*  
*Ch. Penket Shroff & Co.*  
*Advocates*  
4 Court Place (N)  
KOL-01

KARNI INFRAPROPERTIES PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

NISHDIN COMMERCE PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

JAGMATA VANIJYA PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

KOTIRATAN MERCANTILE PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

RUDRAMALA EXPORTS PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

SHIVKRIPA VANIJYA PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

GANESHVANI BARTER PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

SUBHVANI SALES PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

MANGALSHIV MERCHANDISE PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

HEMANG DISTRIBUTORS PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

BANGBHUMI AGENCY PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

FASTSPEED TIE-UP PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

TOPFLOW COMMODITIES PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

BLUEMOTION TRADING PVT. LTD.

*M. Karmani*  
Director / ~~Authorised Signatory~~

VIEWMORE TRADELINK PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

KAMALDHAN SALES PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

NITYADHARA TRADELINK PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

GOODPOINT PROJECTS PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

KALYANKARI REALTORS PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

MAHAMANI EXPORTS PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

SWARANSATHI IMPEX PVT. LTD.

*M. Karnani*Director / ~~Authorised Signatory~~

SIGNED SEALED AND DELIVERED by  
the withinnamed CONFIRMING PARTY at  
Kolkata in the presence of:

*Amritava Roy Choudhury**Pratik Bogara*  
Advocate

For ISHA HOLDINGS LIMITED

*N. Karnani*  
Director

(NIRKHIL KARNANI)

**RECEIPT AND MEMO OF CONSIDERATION NO. 1:**

**RECEIVED** by the withinnamed Vendor the withinmentioned sum of Rs.42,83,400.00 (Rupees forty-two lacs eighty-three thousand four hundred) only being the consideration in full payable under these presents (i) by Cheque No.432508 dated 17.01.2012 drawn on Karnataka Bank, Park Street Branch for Rs. 5,00,000.00, (ii) out of Cheque No.432511 dated 30.01.2012 drawn on Karnataka Bank, Park Street Branch for Rs. 50,280.00, (iii) out of Cheque No.432512 dated 06.02.2012 drawn on Karnataka Bank, Park Street Branch for Rs. 2,15,190.00 and (iv) by Cheque No.432519 dated 10.02.2012 drawn on Karnataka Bank, Park Street Branch for Rs. 2,50,000.00 paid by the Confirming Party to the Vendor (and which sum, subsequently reimbursed by the Purchasers to the Confirming Party out of the instruments mentioned in receipt and memo no. 2 below) and (v) by Cheque No.545502 dated 22.02.2012 drawn on Bank of Baroda, Tollygunge Branch for Rs. 32,67,930.00

For A. N. Instruments Pvt. Limited

*Pratima Sen.*  
Director

For A. N. Instruments (P.) Limited

*[Signature]*  
Managing Director

(VENDOR)

**RECEIPT AND MEMO OF CONSIDERATION NO.2:**

**RECEIVED** by the withinnamed Confirming Party from the withinnamed Purchasers the withinmentioned sum of Rs.9,55,900.00 (Rupees nine lacs fifty-five thousand nine hundred) only being the nomination consideration in full payable under these presents out of Cheque No.445657 dated 22.02.2012 drawn on Karnataka Bank, Park Street Branch.

For ISHA HOLDINGS LIMITED

*N. Karnani*  
Director

(CONFIRMING PARTY)

**WITNESS FOR NO. 1 AND 2.**

*Arati Bagaria*  
Arati Bagaria  
Advocate

**Drafted by me:**

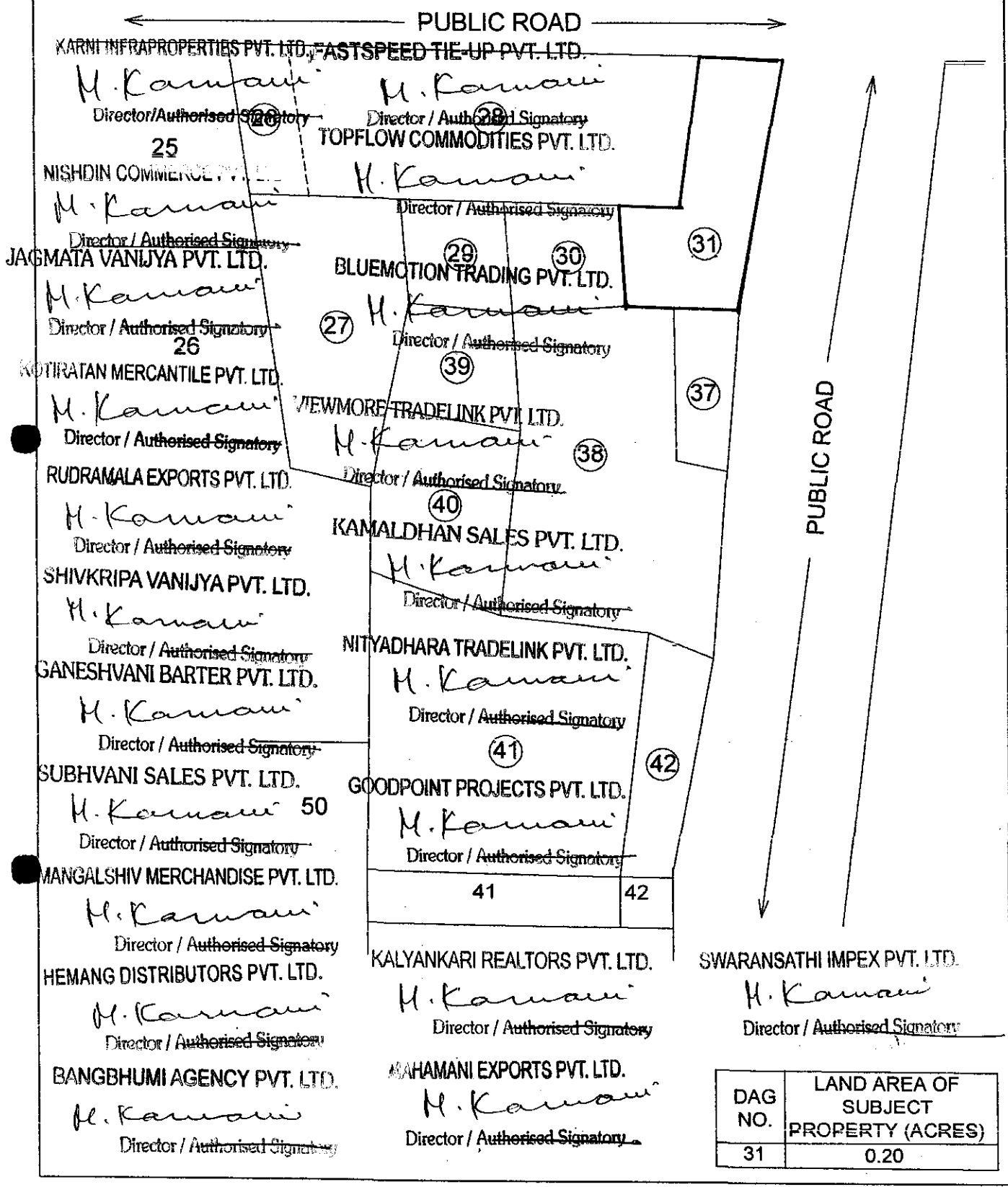
*Pratibha Bagaria*  
Advocate,

for Pankaj Shroff & Co.,  
Advocates,

4, Government Place (North)  
8<sup>th</sup> floor, Kolkata-700001

**PLAN SHOWING R.S DAG NOS. - 27,28,29,30,31,37,38,39,40,41 & 42 AT MOUZA - BAIKUNTHAPUR, J.L. NO. - 36, POLICE STATION - BARUIPUR, 24 - PARGANAS (SOUTH).**

NOT TO SCALE














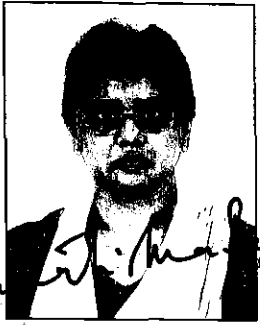










DAG NO.	LAND AREA OF SUBJECT PROPERTY (ACRES)
31	0.20












For A. N. Instruments (P.) Limited  
*(Signature)*  
 Managing Director

For A. N. Instruments Pvt. Limited  
*Pratima Sin.*  
 Director

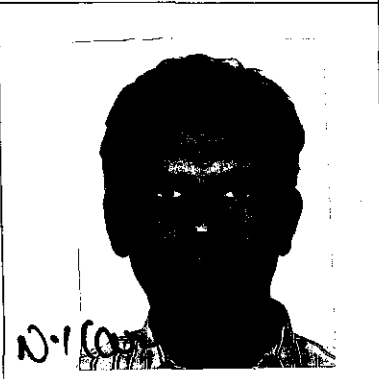






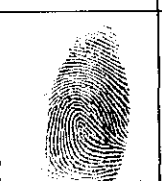



For ISHA HOLDINGS LIMITED  
*H. Kamani*  
 Director

<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left Hand)</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring Hand)</b>	<b>Little</b>

<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left Hand)</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring Hand)</b>	<b>Little</b>

<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left Hand)</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring Hand)</b>	<b>Little</b>



<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>



Government Of West Bengal  
Office Of the A.R.A.-I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 01642 of 2012  
(Serial No. 01451 of 2012)

On

Payment of Fees:

On 24/02/2012

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 19.00 hrs on :24/02/2012, at the Private residence by Mahesh Karnani ,Claimant.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 24/02/2012 by

1. Debdutta Sen  
Managing Director, A. N. Instruments Pvt. Ltd., 2 A, Chowringhee Square, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .  
, By Profession : Others
2. Pratima Sen  
Director, A. N. Instruments Pvt. Ltd., 2 A, Chowringhee Square, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .  
, By Profession : Business
3. Nikhil Karnani  
Director, Isha Holdings Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .  
, By Profession : Others



*(Signature)*  
OF REGISTRAR OF ASSURANCE-I OF KOLKATA  
24/02/2012  
( Sadhan Chandra Das )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

25/02/2012 15:33:00

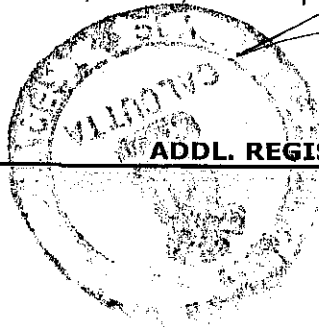
EndorsementPage 1 of 4



**Government Of West Bengal**  
**Office Of the A.R.A.-I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01642 of 2012**  
**(Serial No. 01451 of 2012)**

4. Mahesh Karnani  
Director, Karni Infra Properties Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Nishdin Commerce Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Jagmata Vanijya Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Kotiratan Mercantile Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Rudramala Exports Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Shivkripa Vanijya Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Ganeshvani Barter Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Subhvani Sales Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Mangalshiv Merchandise Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Hemang Distributors Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Bangbhumi Agency Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Fastspeed Tie- Up Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Topflow Commodities Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Bluemotion Trading Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .
- Director, Viewmore Tradelink Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,



( Sadhan Chandra Das )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 4

25/02/2012 15:33:00



**Government Of West Bengal**  
**Office Of the A.R.A.-I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01642 of 2012**  
**(Serial No. 01451 of 2012)**

\*District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Kamaldhan Sales Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Nityadhara Tradelink Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Goodpoint Projects Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Kalyankari Realtors Pvt. Ltd, 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Mahamani Exports Pvt. Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Swaransathi Impex Pvt. Ltd., 52 A, Shakespear Sarani, Kolkata, Thana:-Beniapukur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 .

, By Profession : Others

Identified By Kabul Chandra Mitra, son of Lt. Durga Pado Mitra, 143/34, Picnic Garden Road, Kolkata,  
Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700039 , By Caste:  
Hindu, By Profession: Others.

( Sadhan Chandra Das )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 25/02/2012**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 23, 5, 53 of Indian Stamp Act 1899.

**Payment of Fees:**

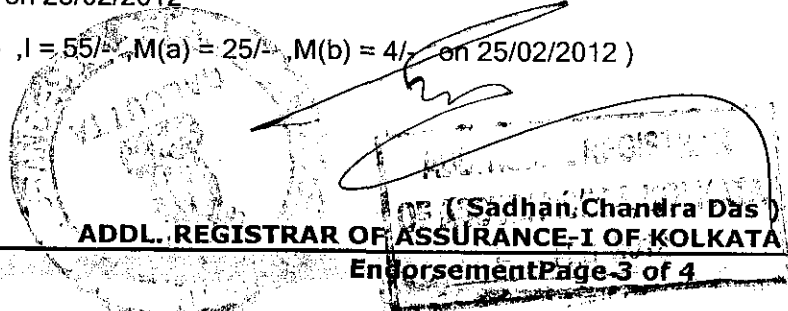
Amount By Cash

Rs. 0.00/-, on 25/02/2012

Amount by Draft

Rs. 68232/- is paid , by the draft number 881400, Draft Date 24/02/2012, Bank Name State Bank of  
India, SHAKESPEAR SARANI, received on 25/02/2012

( Under Article : A(1) = 57629/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 25/02/2012 )



25/02/2012 15:33:00

EndorsementPage 3 of 4



**Government Of West Bengal**  
**Office Of the A.R.A.-I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01642 of 2012**  
**(Serial No. 01451 of 2012)**

**Certificate of Market Value(WB PUVI rules of 2001)**

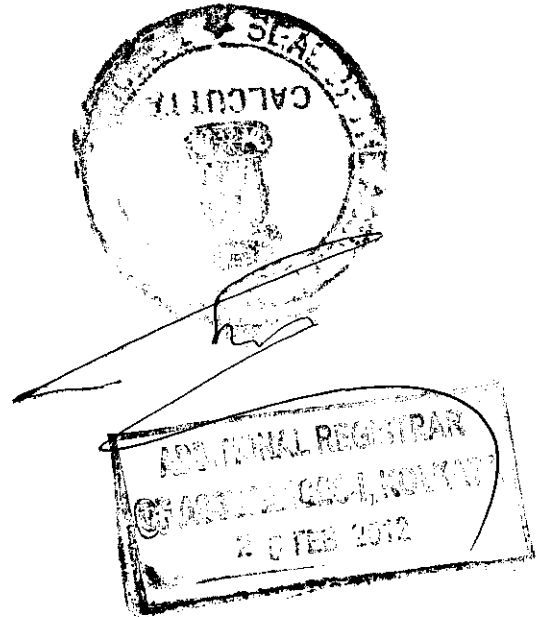
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-52,39,300/-

Certified that the required stamp duty of this document is Rs.- 314379 /- and the Stamp duty paid as: Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 314379/- is paid 88141124/02/2012 State Bank of India, SHAKESPEAR SARANI, received on 25/02/2012

**( Sadhan Chandra Das )**  
**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**



**( Sadhan Chandra Das )**  
**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**


25/02/2012 15:33:00

EndorsementPage 4 of 4

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 4  
Page from 5200 to 5225  
being No 01642 for the year 2012.



  
(Sadhan Chandra Das) 03-March-2012  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal

DATED THIS 24<sup>5</sup> DAY OF FEBRUARY 2012.

BETWEEN

DEBDUTTA SEN

... VENDOR

AND

KARNI INFRA PROPERTIES PRIVATE  
LIMITED & ORS.

... PURCHASERS

AND

ISHA HOLDINGS LIMITED

... CONFIRMING PARTY

CONVEYANCE

**PANKAJ SHROFF & COMPANY**  
Advocates  
**4, GOVERNMENT PLACE (NORTH)**  
**KOLKATA-700001.**