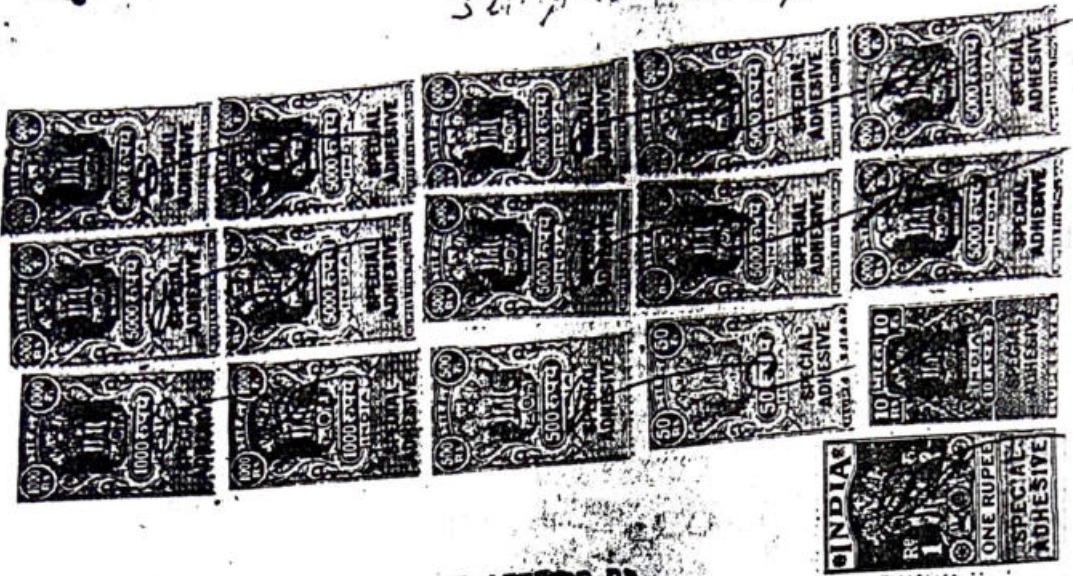


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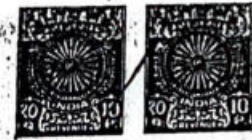
Handwritten signature and date: 29/9/50

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

16661-
5900
52561

Handwritten text: U L 4 9 3 2 P 108888

Stamp duty under Sec 71, only under
the Central Stamp Act, 1902, &
as amended by W. Bengal Stamp
Amendment Act 1942, Sections 1A
No. 23 2 5 2
and also under Section 71 of the
Delimitation Amendment Act, 1911,
Stamp duty paid under the Stamp Act
Additional duty under C.I. Act.
Paid in excess



46661
5900

Handwritten signature
Registrar U.S. (13) of
BANKING,

52561/-

A 2939-50
Eg 50
Oms 200
Oms 4

3024-50

THIS INDENTURE OF CONVEYANCE made this 30th day of August
One thousand nine hundred and Eighty-five BETWEEN DUNCAN
INTERNATIONAL (INDIA) LIMITED an existing company within
the meaning of the Companies Act, 1956 and having its --

A 2939-50
50
250
4

3024-50

Registered

Handwritten notes:
295000
295000

Handwritten text: 52561 =

1.157a
Presented for registration
at the Civil Registrar's Office
on the 27th day of July 1954
by Sushil Kumar Bagla



Recd
49

Registrar U/S 7 (3) of
Assurances, Calcutta

by Duncan International
(Inde) Ltd of 31 Miley
Subhas Rd. Cal by
its Director Sushil
Kumar Bagla

Sushil Kumar Bagla
Director

Sushil Kumar Bagla
Director

La

P. Balodia Advocate
High Court Cal

Recd
49

Registrar U/S 7 (3) of
Assurances, Calcutta

Thumb Impression of the
Executive is dispensed with

Recd
49

P. Balodia
Advocate

Registrar U/S 7 (3) of
Assurances, Calcutta

Registered Office at No.31, Netaji Subhas Road, Calcutta-700 001 hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors and assigns) of the ONE PART; AND, SAC FINANCE COMPANY PRIVATE LIMITED, a private limited Company incorporated under the Companies Act, 1956 and having its Registered Office at No. 7, Gurusaday Road, Calcutta-700 019 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors and assigns) of the OTHER PART:

WHEREAS :

1. By an Indenture of Conveyance dated 23rd December 1963 made between Calcutta Investment Company Limited, therein fully described as the Vendor of the one part and Calcutta Traders Limited therein also fully described as the purchaser of the other part and registered at the Calcutta Registration Office in Book No. I Volume No. 42 Pages 279 to 287 Being No. 1106 for the year 1964 the said Calcutta Investment Company Limited for the consideration therein mentioned sold granted transferred and conveyed unto the said Calcutta Traders Limited amongst others two storied brick built messuages lands hereditaments and premises with servants quarters and garages together with the piece or parcel of rent redeemed land containing an area of 1 Bigha 5 Cottahs 8 Chittacks and 40 Square feet be the same a little more or less being premises No.25, Regent Park, Calcutta and more particularly described in Schedule 'A' thereunder written to have and to hold the same unto the said Calcutta Traders Limited -- absolutely and for ever.

2. The said messuages lands hereditaments and premises being as subsequently assessed and numbered by the Calcutta Corporation as premises No.109, Netaji Subhas Chandra Bose Road, Calcutta.

3. By an order dated the 14th September, 1965 made by the Hon'ble High Court at Calcutta in Company Petition No. 151 of 1965 in Company Application No. 95 of 1965 (In the Matter of an application under Section 391 read with Section 394 of the Companies Act 1956 and In the Matter of Jaipur Investment Company Limited) the Hon'ble High Court was pleased to sanction the Scheme of Amalgamation of Calcutta Traders Limited with Jaipur Investment Company Limited set forth in Exhibit 'C' to the petition and in the Schedule 'A' to the said order and declared the same to be binding on all the creditors and members of the Transferee Company that is to say Jaipur Investment Company Limited and also on the Transferor Company that is to say Calcutta Traders Limited with effect from 31st March, 1965.

4. By the said Scheme of Amalgamation it was provided that the undertaking and all the property, rights, assets and powers of Calcutta Traders Limited (therein referred to as the Transferor Company) including the said messuage tenement land and hereditaments being premises No.109, Netaji Subhas Chandra Bose Road, Tollygunge, Calcutta be without any further act or deed transferred to and made to vest in Jaipur Investment Company Limited (therein referred to as the Transferee Company) pursuant to Section 391 and/or Section 394 of the Companies Act I of 1956 for all the estate and interest of the Transferor Company therein but subject nevertheless to the charges if any affecting the same.

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5. By a letter No.RD/T/4135 dated 28th October, 1983 the Regional Director, Ministry of Law, Justice and Company Affairs, Department of Company Affairs (Company Law Board) Eastern Region, 27, Brabourne Road, Calcutta approved and signified under Section 21 of the Companies Act, 1956 read with the Government of India, Ministry of Finance, Late Department of Company Affairs, Insurance Notification No. GSR.71 dated 1st January, 1966 the change of name of the Company from Jaipur Investment Company Limited to Duncan International (India) Limited the Vendor herein.

6. On or about 28th October, 1983 the Assistant Registrar of Companies, West Bengal issued a Fresh Certificate of Incorporation Consequent on Change of Name certificate that the name of Jaipur Investment Company Limited has been changed to Duncan International (India) Limited on 28th October, 1983.

7. The Vendor is seised and possessed of or otherwise well and sufficiently entitled to the said messuages and hereditaments being premises No.109, Netaji Subhas Chandra Bose Road, Calcutta-700 .

8. The Vendor has agreed to sell and the Purchaser has agreed to purchase the said messuages lands hereditaments and premises together with the inheritance thereof free from all charges mortgages attachments liens lispens and encumbrances whatsoever at or for the price or the sum of Rs.2,95,000/- (Rupees Two Lacs ninety-five thousand) only.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the said sum of Rs. 2,95,000/- (Rupees Two lacs ninety-five thousand only) of good and lawful money of the Union of India

in



in hand well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the said messuages lands hereditaments and premises as well as the Purchaser) THEY the Vendor doth hereby sell grant transfer convey assign and assure unto the Purchaser ALL THAT the said messuages lands and hereditaments being premises No.109, Netaji Subhas Chandra Bose Road, Calcutta-700040 and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said premises") OR HOWSOEVER OTHERWISE the said premises now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER WITH all boundary walls sewers areas drains ditches paths passages water water courses and all manner of ancient and other rights lights liberties easements privileges advantages appendages and appurtenances whatsoever standing and being in or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appertaining thereto AND all the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the estate right title interest claim use inheritance trust property and demand whatsoever of the Vendor both at law or in equity into upon or in respect of the said premises TOGETHER with all deeds pattahs measurements writings and other evidence of title whatsoever exclusively relating to

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the

the said premises or any part thereof which now are or is or at any time or times hereafter shall or may be in the possession power custody or control of the Vendor or of any other person or persons from whom the Vendor can or may procure the same without any suit or action at law or in equity TO HAVE AND TO HOLD the said premises hereby sold granted transferred and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever.

2. The Vendor doth hereby covenant with the Purchaser as follows :

(a) That notwithstanding any act deed or thing whatsoever by the Vendor done executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises hereby sold granted transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition whatsoever to alter defeat encumber or make void the same.

(b) That the Vendor now hath in themselves good right full power absolute authority and indefeasible on title to sell grant transfer and convey the said premises hereby sold granted transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid.

(c) That the Purchaser its successor or successors and assigns shall and may at all times hereafter peaceably and

quietly

8/2

quietly possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person and persons lawfully or equitably claiming from under or in trust of the Vendor and that free and clear and freely and absolutely acquitted exonerated and forever discharged or otherwise well and sufficiently saved harmless and kept indemnified the said premises or from and against all estate and incumbrances whatsoever created by the Vendor or any person or persons lawfully equitably claiming from under or in trust from the Vendor.

(d) That the Vendor and all person and persons or lawfully or equitably claiming any estate right title or interest whatsoever in the said premises 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 cost of the Purchaser do and execute or cause to be done and executed all such acts deed and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

(e) That the Vendor shall and will unless prevented by fire or other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser or any person or persons lawfully and equitably claiming through the Purchasers any estate right title or interest in the said premises produce or cause to be produced at such times in such places and before such persons or -- authorities as the purchaser shall require the said Original

Indenture

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Indenture of Conveyance dated 23rd December 1963 made between Calcutta Invested Company Limited of the one part and Calcutta Traders Limited of the other part and registered at the Calcutta Registration Office in Book No. I Volume No. 42 Pages 279 to 287 Being No. 1106 for the year 1964 for the proof defence and support of the estate title and possession of the Purchaser or such other person or persons as aforesaid and also at the like request and cost deliver or cause to be delivered such attested and other copies of or extracts from the said Indenture of Conveyance as the Purchaser or such other person or persons as aforesaid may require and shall and will in the meanwhile keep the said Indenture of Conveyance safe whole unobliterated and uncanceled.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT two storied brick built messuages lands hereditaments and premises with servants quarters, and garages together with the piece or parcels of rent redeemed lands containing an area of One Bigha Five Cottahs Eight Chittacks and Forty Square feet be the same a little more or less whereon or on part whereof the same is erected and built situate lying at and being premises No. 109, Netaji Subhas Chandra Bose Road, Calcutta-700040 formerly No. 25, Regent Park, Calcutta in Mouza Shibpore and appertaining to the then Touzi No. 151, Chhoto Huda of the Collectorate of 24-Parganas, Parganas Khaspur Police Station Tollygunge Police Station Tollygunge Sub-Registry Office Alipore in the District of 24-Parganas and butted and bounded -
 On the North by Netaji Subhas Chandra Bose Road (previously known as Regent Park Road);

On

On the South by open land of Mr. H.N. Saigal ;
On the East by premises No.107, Netaji Subhas Chandra Bose Road
and on the West by Premises No.111, Netaji Subhas Chandra Bose
Road and delineated in the map or plan hereto annexed and
thereon bordered red. The said buildings were constructed
before 1976.

IN WITNESS WHEREOF the Vendor hereto hath hereunto
executed these presents the day month and year first above
written.

THE COMMON SEAL of DUNCAN INTER-
NATIONAL (INDIA) LIMITED hath
hereunto been affixed in the
presence of Shri Sushil Kumar

Bagla -

one of the Directors of the
Company pursuant to the resolu-
tion of the Board of Directors
dated 23rd Aug, 1985 at
Calcutta in the presence of :

Sushil Kumar Bagla
Director

B L Chandak
31, Netaji Subhas Road
Calcutta - 700001

P. Balodan
9, Old Post Office
Calcutta

RECEIVED

RECEIVED of and from the within-named Purchaser the within mentioned sum of Rs.2,95,000/- (Rupees Two lakhs ninety-five thousand) only being the full consideration money within expressed to have been paid by them to us as follows :

Rs. 2,95,000/-

(Rupees Two lakhs ninety-five thousand only).

MEMO OF CONSIDERATION

By Cheque No. 121601 dated 31.7.1985 drawn by the Purchaser on Union Bank of India, Canning Street Branch in favour of the Vendor for. ...

Rs. 2,95,000-00

Rs. 2,95,000-00

(Rupees Two lakhs ninety-five thousand only).

Witnesses :-

BL Chandak

P. Balodra

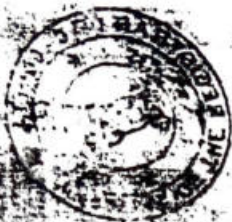
x Susil Kumar Bagla
Dituli

OPEN LAND OF MR. H.N. SAIGHAL



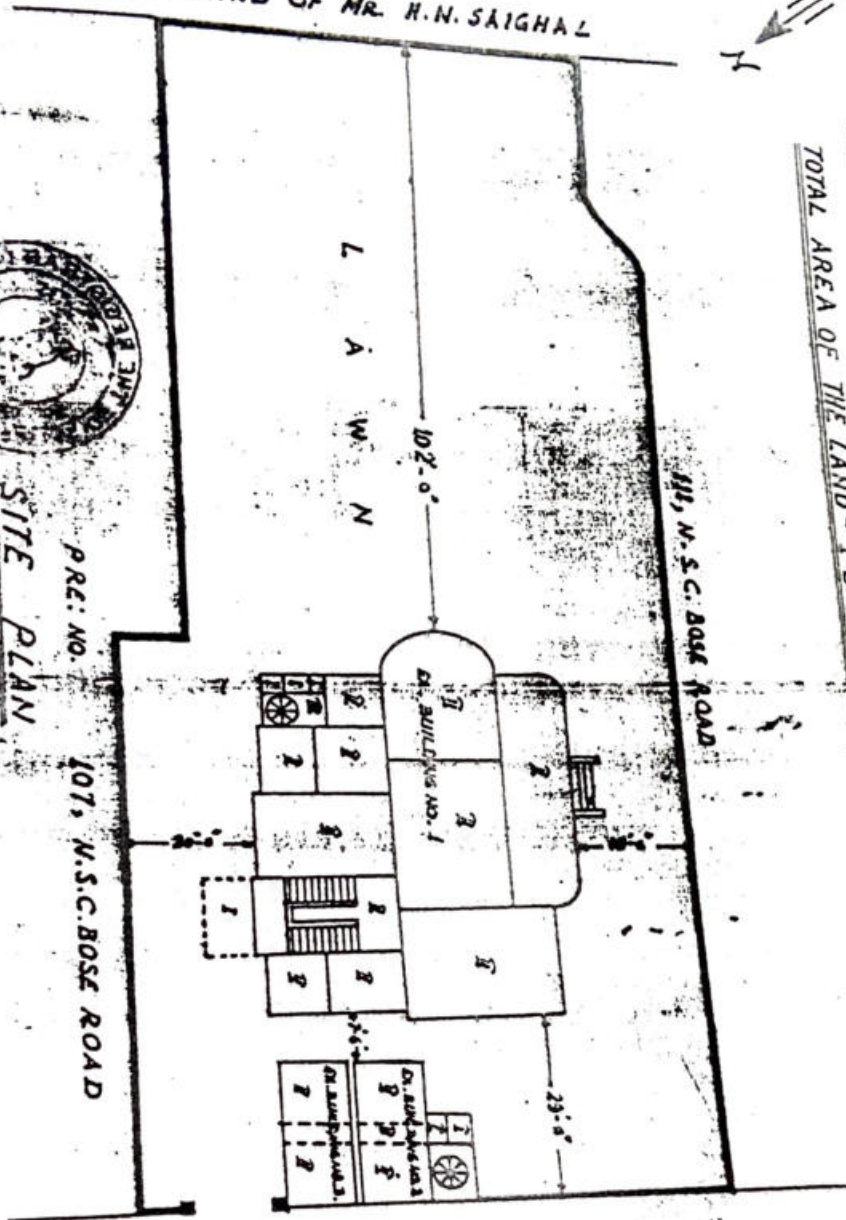
PREMISES No. 109, NETAJI SUBHAS CHANDRA BOSE ROAD
(25, REGENT PARK) CALCUTTA

TOTAL AREA OF THE LAND - 1 B. 5 K. 8 C. 40 SQ. FT. = 1709 SQ. METRES.



PLUMB LINE OF
SURVEY NO. 1 - 200750 - 201110
CALCUTTA

PRE: NO. 107, N.S.C. BOSE ROAD
SITE PLAN
SCALE: 1" = 20'-0"



40'-0" WIDE ROAD
NETAJI SUBHAS CHANDRA BOSE ROAD.

Handwritten notes and signatures at the bottom of the plan, including a signature that appears to be 'S. S. Ghosh' and the text 'DRAWN BY: S. S. Ghosh'.