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30.06.2011

TRINITY PARK
361R, Block 6000
W2.20

[Signature]

SLN 496 - As sent
Rings on thursdays only

- Wawandaroo

(KORADA ANPANDARAO)

VE 71 - 2948



- Wawandaroo

Official Liquidator
High Court, Calcutta



VE 71 - 2948



TRINITY PARK

Partner / Authorized Signatory

RAJ VADHAN PATODSA

[Signature]

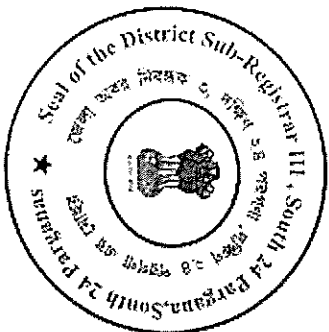
[Signature]
S. S. Patodsa - III
Apur, South 24 Pargana

- 4 JUL 2011

Suryjit Kumar
(SURAJIT KUMARJEI)
S/O Lt Sashin Kumar Banerjee
902 Pat O'Case St, 5th floor
Kolkata - 700011
Gauri

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 3007 to 3038
being No 05147 for the year 2011.



(Rajendra Prasad Upadhyay) 07 July-2011
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

South 24 Parganas - D
07 JUL 2011



Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05147 of 2011
(Serial No. 05423 of 2011)

On

Payment of Fees:

On 04/07/2011

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

Presented for registration at 16.45 hrs on :04/07/2011, at the Private residence by Korada Ananda Rao, Executant.

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

Execution is admitted on 04/07/2011 by

1. Korada Ananda Rao
Official Liquidator High Court, As Liquidator Of Bharat Brakes And Valves Ltd., 9, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Business
2. Raj Vardhan Patodia
Partner / Authorised Signatory, Trinity Park, 36/1a, Elgin Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .
, By Profession : Others
Identified By Surajit Banerje, son of Lt Sadhan Ch. Banerjee, 5th Floor, 9, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 05/07/2011

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 : 23,4 of Indian Stamp Act 1899.

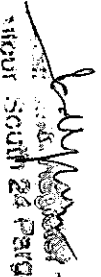
Payment of Fees:

Amount By Cash

Rs. 0/-, on 05/07/2011

Amount by Draft

Rs. 5500035/- is paid , by the draft number 671204, Draft Date 04/07/2011, Bank Name State Bank of India, GOKHALE ROAD, received on 05/07/2011

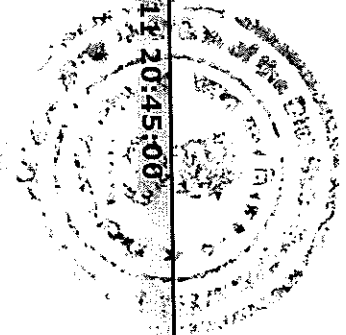

Rajendra Prasad Upadhyay
District Sub-Registrar-III of South 24 Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 1 of 2

06/07/2011 12:45:08







Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05147 of 2011
(Serial No. 05423 of 2011)

(Under Article : A(1) = 5499989/- , E = 14/- , H = 28/- , M(b) = 4/- on 05/07/2011)

Certificate of Market Value(WB PUVR rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-500000000/-

Certified that the required stamp duty of this document is Rs. - 35000020 /- and the Stamp duty paid as:
Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 35000020/- is paid, by the draft number 671203, Draft Date 04/07/2011, Bank Name State Bank of India, GOKHALE ROAD, received on 05/07/2011

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS




DISTRICT SUB-REGISTRAR-III
SOUTH 24-PARGANAS

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

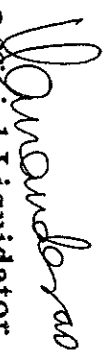
unless excluded by or repugnant to the subject or context be deemed to mean and include his successor or successors-in-office and assigns) of the **ONE PART AND TRINITY PARK** a partnership firm duly registered under the Indian Partnership Act, 1932 carrying on business at premises No. 36/1A, Elgin Road, Kolkata-700 020 having his Income Tax Pan No.AAGFT8923R and represented by its Authorised Person Mr. Raj Vardhan Patodia hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partner or partners or such other person or persons who may be taken in for the benefit of the said partnership business and their respective successor or successors in interest and assigns) of the **OTHER PART** :

WHEREAS :

A. One Haji Ismail Mistry alias Shaikh Ismail who during his lifetime was a Mohammedan governed by the Mohammedan Law of Inheritance was seized and possessed and/or otherwise well and sufficiently entitled to amongst other All That the piece and parcel of land containing an area of 18 Cottahs 10 Chittacks 32 Sq. Ft. be the same a little more or less situate lying at and being premises No. 2, Rammohan Bera Lane, the then Calcutta (hereinafter referred to as the said **first plot of land**).

B. The said Haji Ismail Mistry alias Shaikh Ismail died in the year 1939 leaving him surviving his two sons, namely Aimuddin and Najimuddin as his only heirs who inherited his estate including the said first plot of land in equal shares.

C. The said Najimuddin who during his lifetime was a Mohammedan governed by the Mohammedan Law of Inheritance died on 7th day of June, 1942 leaving him surviving his widow Fatima Bibi, a minor daughter namely Rafeya Khatunessa and a minor son namely Shaikh


Official Liquidator
High Court, Calcutta





স্বাক্ষরিত -
০৪ জুলাই ২০১১
স্বাক্ষরিত - II
স্বাক্ষরিত - II
০৪ জুলাই ২০১১

Aftabuddin as his only heiresses, heir and legal representatives who inherited his estate including his undivided half share in the said first plot of land in equal shares.

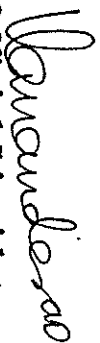
D. Disputes and differences arose between the heirs of the said Haji Ismail Mistry alias Shaikh Ismail as a result the said Fatima Bibi and ors. filed a suit for partition of the estate of Haji Ismail Mistry alias Shaikh Ismail in the Court of 2nd Additional Sub-Judge at Alipore being Title Suit No. 46 of 1945 (Fatima Bibi & Ors. Vs. Aimmuddin alias Fakir Mohammad).


E. The said suit was decreed in preliminary form on 18th June 1946 by the Learned 2nd Additional Sub-Judge, Alipur and was decreed in final form on 1st February 1957 by the Learned 6th Additional Sub-Judge, Alipur in the same suit.

F. By the said final partition decree the said Rafeya Khatunnessa was, to the exclusion of others, allotted amongst other All That the said first plot of land absolutely and forever.

G. The said Rafeya Khatunnessa thereafter divided the said first plot of land into several plots being plot Nos. 1 to 9 with an open out common passage.

H. By nine several Bengali Kobalas, the details whereof are set out herein below and registered with the Sub-Registrar, Sealdah in Book no. I, the said Rafeya Khatunnessa had sold the said plots to different purchasers together with undivided 1/9th part or share in the said common passage more fully and particularly described in the respective Schedules thereunder written as per details below :-


Official Liquidator
High Court, Calcutta


..




with state forester - Dr
Affair South 24 Parcans

4 JUL 2011

Date	Registration particulars				Purchaser	Area sold
	Volume no.	Pages	Deed no.	Year		
03.10.1959	43	286-296	2315	1959	Sambhunath Sarkar	2 Cottahs 2 chittacks 38 sq. ft.
06.10.1959	46	184-194	2344	1959	Kalipada Coomer	2 cottahs 34 sq. ft.
20.10.1959	53	41-51	2378	1959	Nripendranath Mitra	2 cottahs
24.10.1959	51	98-109	2408	1959	Phani Bhusan Bhattacharjee	2 cottahs
30.10.1959	53	89-100	2458	1959	Badal Coomer	2 cottahs
10.11.1959	53	138-159	2527	1959	Anukul Chandra Tesra	2 cottahs
13.11.1959	55	163-174	2721	1959	Panchanon Sarkar	2 cottahs
20.11.1959	52	249-259	2832	1959	Tarapada Coomer & ors.	2 cottahs
14.12.1959	12	1-11	2874	1959	Siba Pada Roy	2 cottahs

I. The said Badal Coomer died intestate in July, 1961 leaving him surviving his widow Sm. Prativa Coomer and five sons, namely, Deb Sankar Coomer, Milanendu Coomer, Uypalendu Coomer, Shyamalerdu Coomer and Amalendu Coomer, all then minors under the age of 18 years upon his death became jointly entitled to the said land so acquired by Badal Coomer.

J. By an Indenture of Conveyance dated the 9th day of January, 1963 made between the said Siba Pada Roy therein referred to as the Vendor of the One Part and Sm. Prativa Coomer therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar,


Official Liquidator
High Court Calcutta





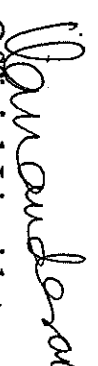
~~Ministerio de Defensa~~
Ministerio de Defensa - III
Avenida South 24 Parana

4 JUL 2011

Sealdah in Book no. 1 Volume no. 6 pages 168 to 172 for the year 1963 the said Siba Pada Roy for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of the said S. Prativa Coomer All That the said land acquired by him as aforesaid.

K. The aforesaid purchasers of the said first plot of land, thereafter, by nine several Indentures of Conveyance registered with the Sub-Registrar, Sealdah in Book no.1 further transferred the said first plot of land together with the share and right in the said common passage as aforesaid in favour of Gresham & Craven of India Private Limited as per details below :-

Date	Vendor	Registration particulars			
		Volume no.	Pages	Deed no.	Year
24.10.1962	Nripendranath Mitra	58	191-199	2773	1962
18.03.1963	Sambhunath Sarkar	20	26-35	639	1963
18.03.1963	Panchanon Sarkar	15	149-158	633	1963
18.03.1963	Sm. Prativa Coomer	11	276-286	632	1963
18.03.1963	Sm. Prativa Coomer & ors.	16	187-197	634	1963
18.03.1963	Anukul Chandra Tesra	16	205-214	638	1963
18.03.1963	Tarapada Coomer & ors.	19	96-105	637	1963
18.03.1963	Phani Bhusan Bhattacharjee	11	266-275	631	1963
18.03.1963	Kalipada Coomer	15	159-168	640	1963


Official Liquidator
High Court Calcutta





At the Registrar - 17
Subur, South 24 Parganas
4 JUL 2011

L. One Shyama Charan Das was seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2 Cottahs, 12 Chittacks 32 Sq. ft. be the same a little more or less situate lying at and being premises No. 23, Gobra Road, later known as premises No. 25/2, Gobra Road, the then Calcutta more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the '**second plot of land**') having purchased the same from the Secretary of State for India in Council.

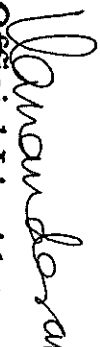
M. The said Shyama Charan Das died intestate in the month of March, 1930 leaving him surviving his widow Gouribala Das and three sons namely- Prabhas Chandra Das, Ambica Prasad Das and Mahendra Nath Das as his only heirs, heiress and legal representatives, who, upon his death became jointly entitled to the said second plot of land.

N. The said Gouribala Das & Ors. thereafter sold the said second plot of land unto and in favour of Surendranath Das.

O. The said Surendranath Das in fact truth and reality had purchased the said second plot of land for and on behalf of Radha Raman Das as his benamder.

P. By a Deed of Declaration dated the 24th day of January, 1963, the said Surendranath Das duly released and relinquished his ostensible right title and interest in respect of the said second plot of land unto and in favour of the said Radha Raman Das.

Q. By an Indenture of Conveyance dated the 22nd day of November, 1963 made between the said Radha Raman Das, therein referred to as the Vendor of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 63, Pages 64 to 69, Being No. 2894 for the year 1963, the said Radha Raman Das, for the consideration therein mentioned granted transferred


Official Liquidator
High Court, Calcutta



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Alipur South 24 Parganas
District of West Bengal
No. 4 III



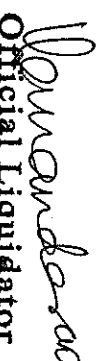
conveyed assigned and assured unto and in favour of the said Gresham & Craven of India Private Limited All That the said second plot of land absolutely and forever.

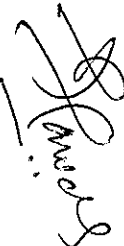
R. By virtue of a Bengali Kobala, one Sk. Mohammad Asahak, for the consideration therein mentioned, purchased from one Sashi Bhusan Naskar All That the piece and parcel of land containing an area of 1 Bigha, 5 Cottahs, 12 Chittacks situate lying at and being premises No. 25/4, Gobra Road, the then Calcutta.

S. By an Indenture of Conveyance dated the 8th day of November, 1909 made between the said Sk. Mohammad Asahak, therein referred to as the Vendor of the One Part and Aghoremoni Bewa, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 39, Pages 9 to 12, Being No. 3000, for the year 1909, the said Sk. Mohammad Asahak, for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Aghoremoni Bewa All That the piece and parcel of land containing an area of 8 Cottahs, 12 Chittacks be the same a little more or less out of the said plot of land acquired by him as aforesaid (hereinafter referred to as the **third plot of land**) absolutely and forever.

T. The said Aghoremoni Bewa died intestate and, after her death one Monorama Dassi made an application being Case No. 919 of 1927 claiming herself to be the heiress of the estate of the said Aghoremoni Bewa.

U. By an exparte decree dated the 30th day of April, 1928 under Act VII of 1876, the said Monorama Dassi was declared the only heiress of the said Aghoremoni Bewa and, thus, the said Monorama Dassi became entitled to the said third plot of land.


Official Liquidator
High Court, Calcutta





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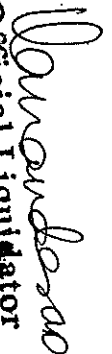
4 III

V. By an Indenture of Conveyance dated the 26th day of September, 1938, made between the said Monorama Dassi, therein referred to as the Vendor of the One Part and Satyabhama Dassi, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 10, Pages 190 to 197, Being No. 2724 for the year 1938, the said Monorama Dassi, for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Satyabhama Dassi All That the said third plot of land absolutely and forever.

W. By another Indenture of Conveyance dated the 24th day of October, 1944, made between the said Satyabhama Dassi, therein referred to as the Vendor of the One Part and Nagendranath Naskar, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 46, Pages 215 to 218, Being No. 1882, for the year 1944, the said Satyabhama Dassi, for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Nagendranath Naskar All That the said third plot of land absolutely and forever.

X. By another Indenture of Conveyance dated the 25th day of January, 1964, made between the said Nagendranath Naskar, therein referred to as the Vendor of the One Part and the said Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 12, Pages 9 to 14, Being No. 88, for the year 1964, the said Nagendranath Naskar, for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Gresham & Craven of India Private Limited, All That the said third plot of land absolutely and forever.

Y. One Surendranath Dutta was, during his lifetime seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 13 Bighas 18 Cottahs


Official Liquidator
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South 24 Pargana
District of West Bengal
24.11.19

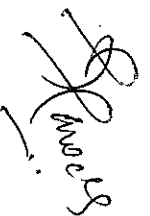
14 Chittacks 44 Sq. Ft. situate lying at and being premises No. 22, Gobra Road, the then Calcutta and was also exclusively enjoying a small strip of land containing an area of 1 Cottah 1 Chittack 1 Sq. Ft. more or less aggregating to 14 Bighas of land(hereinafter referred to as the '**said fourth plot of land**').


Z. The said Surendranath Dutta died intestate on the 22nd February, 1937 leaving him surviving his widow Pankajini Dutta and four sons namely- Subodh Kumar Dutta, Sushil Kumar Dutta, Sunil Kumar Dutta and Sumit Kumar Dutta as his only heirs, heiress and legal representatives who upon his death became jointly entitled to the said fourth plot of land absolutely and forever.

AA. By an Indenture of Conveyance dated the 12th day of November, 1941 made between the then Corporation of Calcutta, therein referred to as the Vendor of the One Part and the said Subodh Kumar Dutta, Sushil Kumar Dutta, Sunil Kumar Dutta and Sumit Kumar Dutta, therein jointly referred to as the Purchasers of the Other Part, the said Corporation of Calcutta had transferred the said small strip of land containing an area of 1 Cottah, 1 Chittack, 1 Sq. ft. be the same a little more or less situate lying and being premises No. 22/11, Gobra Road, the then Calcutta.

BB. The said premises No. 22/11, Gobra Road, Calcutta was amalgamated with the premises No. 22, Gobra Road, Calcutta by the then Corporation of Calcutta.

CC. By an Indenture of Conveyance dated the 12th day of November, 1965 made between the said Subodh Kumar Dutta, Sushil Kumar Dutta, Sunil Kumar Dutta and Sumit Kumar Dutta, therein jointly referred to as the Vendors of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 199, Pages 67 to 75, Being No. 6744 for the year 1965, the




Official Liquidator
High Court, Calcutta



South 24 Parganas

4 JUL 1971

said Subodh Kumar Dutta & Ors. for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Gresham & Craven of India Private Limited, All That the said fourth plot of land absolutely and forever.

DD. By another Deed of Release and Assignment dated the 12th day of November, 1965 made between the said Pankajini Dutta, therein referred to as the Assignor of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Assignee of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 204, Pages 191 to 199, Being No. 6743 for the year 1965, the said Pankajini Dutta duly released and relinquished her right of maintenance and other rights in respect of the said fourth plot of land unto and in favour of the said Gresham & Craven of India Private Limited absolutely and forever.

EE. The said premises nos. 25/2 and 25/4, Gobra Road were later amalgamated with premises no. 22, Gobra Road by the then Corporation of Calcutta.

FF. The said Gresham & Craven of India Private Limited thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said four plots of land containing a total area of 310 Cotahs 3 Chittacks 19 sq. ft. more or less (hereinafter collectively referred to as the '**said land**').

GG. The said Gresham & Craven of India Private Limited had thereafter constructed and erected several structures, buildings, dwelling house, sheds and dwelling units on the said land from time to time at its own costs and expenses (hereinafter the said land and the said structures are collectively referred to as the '**said property**').

HH. The said company became a sick company and, therefore, by virtue of Gresham & Craven of India Private Limited (Acquisition & Transfer of


Official Liquidator
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Undertakings) Act, 1977, the undertaking of the said company including all assets, rights, leasehold, powers, authorities, privileges and all properties both moveable and immoveable including the said property on and with effect from the 1st day of August, 1977 stood transferred to and/or vested in the Central Government free from all encumbrances, charges, liens, attachments, injunction, decree or order and by virtue of Section 6 of the said Act the said undertaking including the said property was vested by the Central Government in Braithwaite & Company Limited.

II. Bharat Brakes and Valves Limited was promoted by the Central Government with the object to acquire and take over from it and the Braithwaite & Company Limited the right title and interest in relation to the undertakings of Gresham & Craven of India Private Limited and was incorporated on 21st day of July, 1978 by the Registrar of Companies, West Bengal.

JJ. The Central Government thereafter by virtue of Section 7 of the Gresham & Craven of India (Private) Limited (Acquisition & Transfer of Undertakings) Act, 1977 vested the said undertaking of Gresham & Craven of India (Private) Limited including the said property in Bharat Brakes & Valves Limited.

KK. Bharat Brakes & Valves Ltd. became a sick industrial company within the meaning of Sick Industrial Companies (Special Provisions) Act, 1985 and a reference was made to the Board for Industrial and Financial Reconstruction.

LL. By an order dated 2nd December, 2002 the Board for Industrial and Financial Reconstruction recommended winding up of Bharat Brakes & Valves Ltd. by an order of the Hon'ble High Court.

MM. Accordingly, BIFR Case No. 526 of 1997 was initiated and by an order dated 17th June 2003 Bharat Brakes & Valves Ltd. was directed to



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Official Liquidator
High Court, Calcutta



Registrar - II
South 24 Parganas

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be wound up by the Hon'ble High Court at Calcutta and the Official Liquidator was appointed liquidator of the said company.

NN. The Official Liquidator thereafter had taken over possession of the assets and properties of Bharat Brakes & Valves Ltd. including the said property.

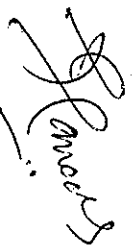
OO. By an order dated 2nd July, 2010 passed by the Hon'ble High Court at Calcutta in C.A. No. 281 of 2010 connected with BIFR Case No. 526 of 1992, the application for sale of said property was allowed on as is where is and whatever there is basis and the terms and conditions of sale was settled.


PP. Pursuant to the said order, the Official Liquidator had duly issued the sale notice dated 16th July, 2010 in The Statesman, Sanmarg and Sambad Pratidin on 28th July, 2010 for sale of the said property on as is where is and whatever there is basis and for being used for industrial purpose.

QQ. Pursuant to the said sale notice, the purchaser had made an offer for purchase of the said property.

RR. By a further order dated 27th August, 2010 passed by the Hon'ble High Court at Calcutta, the Official Liquidator was given liberty to sell the said property as per the valuation report on as is where is and whatever there is basis and the Official Liquidator was directed to make publication in newspapers of his choice and to fix the date of sale.

SS. Pursuant to the said order, the Official Liquidator had fixed 20th September, 2010 for the purpose of holding auction of the offerors and/or bidders.




Official Liquidator
High Court, Calcutta



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TT. At the said auction held on 20th September, 2010, the offer made by the Purchaser for a sum of Rs. 50 crores was found to be the highest and therefore, the same was accepted by the Official Liquidator.

UU. On 1st October, 2010, the Purchaser had caused the matter to be mentioned before the Hon'ble High Court for confirmation of the sale in its favour, when the Hon'ble Court was pleased to direct re-advertisement of the sale and it was directed that the sale would be confirmed in Court on the next date.

VV. Pursuant to the said order, the Official Liquidator had duly advertised the said sale in the newspapers and ultimately, the said sale was confirmed by the Hon'ble Court on 26th November, 2010, in favour of the Purchaser at and for the said consideration.

WW. On 25th February, 2011, the possession of the said property was made over by the Official Liquidator to the Purchaser upon payment of the entire consideration.

XX. The Official Liquidator had thereafter made over copies of the documents of title of Gresham & Craven of India Private Limited to the Advocates of the Purchaser who on perusal thereof came to know that the said property comprised of two premises, namely, premises No. 22, Gobra Road, Kolkata and premises No.2, Ram Mohan Bera Lane, Kolkata.


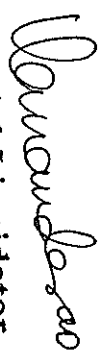
YY. On an application filed by the Purchaser by an order dated 23rd June, 2011 passed by the Hon'ble Court, the Official Liquidator was directed to execute the conveyance strictly according to the terms and conditions of sale and also considering the assertion of the Purchaser that premises No.2, Ram Mohan Bera Lane, Kolkata forms part of premises No.22, Gobra Road, Kolkata.



Official Liquidator
High Court, Calcutta

ZZ. At the request of the purchaser, the Official Liquidator is now executing and registering a conveyance in respect of the said property in favour of the purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said orders of the Hon'ble High Court at Calcutta in BIFR Case No. 526 of 1992 set out in the **Second Schedule** hereunder written and in consideration of the said sum of Rs.50,00,00,000/- (Rupees fifty crores only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Liquidator at or before the execution of these presents (the receipt whereof the Liquidator doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said property), the Liquidator as the Official Liquidator of Bharat Brakes and Valves Limited now in liquidation doth hereby grant, convey, transfer, assure and assign unto and in favour of the said Purchaser on as is where is and whatever there is basis for being used for industrial purpose **FIRSTLY ALL THAT** the piece and parcel of land containing an area of 291 Cottahs, 8 Chittacks 32 sq. ft as per documents of title be the same a little more or less situate lying at premises No. 22 Gobra Road, Kolkata more fully and particularly described in **Part I** of the **First Schedule** hereunder written **AND SECONDLY ALL THAT** the piece and parcel of land containing an area of 18 Cottahs 10 Chittacks 32 Sq. Ft. as per documents of title be the same a little more or less situate lying at premises No.2 Ram Mohan Bera Lane more fully and particularly described in **Part II** of the **First Schedule** hereunder written, aggregating to 310 cottahs 3 chittacks 19 sq.ft be the same a little more or less, together with all the several old dilapidated buildings, dwelling houses, structures, sheds constructed thereon in the town of Kolkata in the District of South 24 Parganas (hereinafter jointly referred to as the 'said property) **OR HOWSOEVER OTHERWISE** the said property or any part thereof now or are heretofore were or was situate tenanted bounded called known numbered and described distinguished **TOGETHER WITH** all areas, compounds, paths, passages, sewers, drains, water courses,



Official Liquidator
High Court, Calcutta

24 JUL 2011

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light, liberties, privileges, easements, appendages and appurtenances whatsoever to the said property belonging or in anyway appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereof AND all the estate, right title interest claim and demand whatsoever of the Liquidator into and upon the said property or any part thereof **TOGETHER WITH** all deeds, pattahs, muniments of title whatsoever in anyway relating to or concerning the said property or any part thereof be in the possession or power or control of the Liquidator or any other person or persons from whom it may procure the same without any action or suit **AND TOGETHER WITH** all rights of way **TO HAVE AND TO HOLD** the said property hereby granted or expressed so to be unto and to the use of the Purchaser forever free from all encumbrances, charges of any nature **AND** the Liquidator doth hereby for himself, his successor or successors in office covenant with the Purchaser that notwithstanding any act, deed or thing done or executed or knowingly suffered to the contrary by the Liquidator or by any of his predecessors-in-title, the Liquidator is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND** that notwithstanding any such act, deed or thing whatsoever as aforesaid the Liquidator has good right full power and absolute authority to grant transfer convey the said property hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Liquidator or any person or persons lawfully or equitably claiming from under or in trust for him or from or under any of his predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid **AND** free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates, encumbrances,




Official Liquidator
High Court, Calcutta



Special Agent in Charge
Albany, South 24 Park Avenue

4 JUL 2011

charges, whatsoever, made, created or suffered by the Liquidator or his predecessors-in-title **AND** further that the Liquidator and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and property or any part thereof from under or in trust for the Liquidator or from or under any of his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO :

Part I

ALL THAT the piece and parcel of land containing an area of 291 Cottahs, 8 Chittacks 32 sq. ft be the same a little more or less, together with all old dilapidated buildings, two and three storied dwelling houses, structures, sheds, ^{15th/Arer} 92 etc. constructed thereon situate lying at and being premises no. 22, Gobra Road, P.S. Beniapukur Sub-Registry office Sealdah Ward No. 59 in the town of Kolkata in the District of South 24-Parganas shown and delineated in the map or plan annexed hereto and bordered in colour "RED" thereon and also butted and bounded in the following manner.



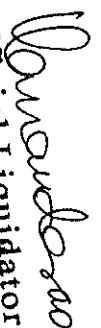
ON THE NORTH : By KMC Road (Gobra Road);

ON THE SOUTH : Partly by 2 Ram Mohan Bera Lane and partly by Rameswar Shaw Road;

ON THE EAST : By Railway Land and Railway Line

ON THE WEST : Partly by Gobra Road, partly by Rameswar Shaw Road and Railway line




Official Liquidator
High Court, Calcutta



~~South 24 Parganas~~ . P.
South 24 Parganas

24 JUL 2011

Part II

ALL THAT the piece and parcel of land containing area of 18 Cottahs, 10 Chittacks 32 sq. ft be the same a little more or less, together with all old and dilapidated buildings, two and three storied dwelling houses, structures, sheds ^{7th Area} ~~sq. ft~~ constructed thereon situate lying at and being premises no. 2, Rammohan Bera Lane P.S. Benepukur Sub-Registry office Sealdah Ward No. 59 in the town of Kolkata in the District of South 24 Parganas shown and delineated in the map or plan annexed hereto and bordered in colour "GREEN" thereon and also butted and bounded in the following manner.

ON THE NORTH : By Premises No.22 Gobra Road

ON THE SOUTH : Partly by Premises No. 4 Ram Mohan Bera Lane and partly by Dwelling Houses

ON THE EAST :By Railway Land and Line

ON THE WEST :By Rameswar Shaw Road.

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Sanandraso
Official Liquidator
High Court, Calcutta

Shaw



স্বাক্ষরিত: *[Signature]*
অতিরিক্ত সচিব, পশু চিকিৎসা বিভাগ - II
কলকাতা, পশু চিকিৎসা বিভাগ - II

4 JUL 2011

THE SECOND SCHEDULE ABOVE REFERRED TO :

BIFR NO. 526 OF 1992
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION
ORIGINAL SIDE

In the matter of :
Bharat Brakes & Valves Ltd.
(In Liquidation)

Before :
The Hon'ble Justice
I.P.Mukerji
Date : 01.10.2010

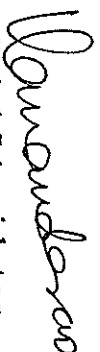
Appearance :
Mr. S.K.Kapoor Sr. Adv.,
Mr. S. Talukdar, Adv.,
Mr. Mainak Bose, Adv.,
Ms. Soma Chatterjee, Adv.

The Court : This sale cannot be confirmed because of an irregularity in the conduct of the sale.

By the order dated 27th August, 2010 I had directed advertisement of sale in newspapers of the Official Liquidator's choice. It appears that this sale was not advertised in any newspaper but was advertised through the Internet. That was not the intent of the order. Internet publication could have been made in addition to regular publication in the newspaper.

Mr. Kapur's client Trinity Park is the tentative successful bidder in the auction conducted by the Official Liquidator on 20th September, 2010. He has deposited Rs.12.5 crores as earnest.

But the sale has to be re-advertised.


Official Liquidator
High Court Calcutta





Dr. Suresh Chandra Mishra
District Collector, Jabalpur
Jabalpur, South 24 Parganas
4 JUL 2011

Considering the urgency of the matter as represented to me, the Official Liquidator is to publish necessary advertisement with usual terms and conditions in the times of India and Pratidin, tomorrow, that is on 2nd October, 2010. He should specify in the advertisement amongst usual matters that the sale was postponed today for the above irregularity. Further, the sale will be confirmed in court on 5th October, 2010 at 3.30 p.m. Any bidder is to make an offer with an earnest money of at least 12.5 crores by bank draft on that date. No bid will be allowed to be revised in Court.

Before parting with this matter, I hereby record the following intending purchasers, apart from Mr. Kapoor's client, who are represented in court today :- 1) Prompt Infrastructure Pvt. Ltd, represented by Mr. S. Talukdar, Senior Advocate. 2) Green Tech Infrastructure Pvt. Ltd. represented by Ms. Soma Chatterjee, Advocate. 3) Tarnun Impex Pvt. Ltd., represented by Mr. Mainak Bose, Advocate. Further, the first intending purchaser recorded above was present at the auction.


List this sale matter on 5th October, 2010 at 3.30 p.m.

All parties concerned are to act on a signed photocopy of this order.

Sd/- I.P.Mukerji, J.

Sd/-
4.10.10
Assistant Registrar (Company)
High Court, O.S. Calcutta.




Official Liquidator
High Court, Calcutta



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L. H. [unclear] [unclear]
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CA No.281 of 2010
BIFR NO. 526 OF 1992
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION
ORIGINAL SIDE

In the matter of .
M/S. BHARAT BRAKES & VALVES LTD. (IN LIQ.)

BEFORE :

The Hon'ble JUSTICE I.P.MUKERJI

Date : 5th October, 2010

Appearance :

Mr. Kalyan Banerjee, Advocate

Mr. K. Anand Rao, Official
Liquidator.

The Court : The Official Liquidator will return the earnest money of all bidders. All intending purchasers whose earnest moneys are returned will redeposit the same amount of earnest money before the sale subject to orders passed by the Court.

Official Liquidator and all parties concerned are to act on a signed photocopy of this order upon the usual undertakings.

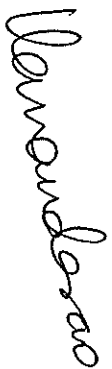
Sd/- I.P.Mukerji, J.

Sd/-

6.10.10

Assistant Registrar (Company)
High Court, O.S. Calcutta.




Official Liquidator
High Court, Calcutta

4 JUL 2011

Signature - II
with 2 photocopies



CA No.829 of 2010
BIFR NO. 526 OF 1992
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction
ORIGINAL SIDE

IN THE MATTER OF :
BHARAT BRAKES & VALVES LTD. (IN LIQ.N.)
AND
PROMPT INFRASTRUCTURE PVT. LTD.
VS
THE OFFICIAL LIQUIDATOR, HIGH COURT & ORS.

BEFORE :

The Hon'ble JUSTICE I. P. MUKERJI

Date : 26th November, 2010.

Mr. A. Mitra, Mr. S. Talukdar, Senior Advocate with
Mr. R. Banerjee for the petitioner.
Mr. S.B.Mookherjee, Senior Advocate
... for Prompt Infrastructure Pvt. Ltd.

Mr. P.P. Banerjee .. for the State of West Bengal.

Mr. R. Lall ... for the Official Liquidator.

The Court : A proposed sale has come up for confirmation.

On 2nd July, 2010 when sale of the property was considered by this court, it was submitted on behalf of the State that the property was to be used for industrial purpose, according to the policy of the State.

In the terms and conditions of sale published by the Official Liquidator it was, inter alia, mentioned by him that the land measured 306.19 cottahs and was being sold for industrial purposes only.

Offers have been received by the Official Liquidator. By far, the offer of Trinity Park is the highest being Rs.50 crores. Rs.12.5 crores have been received as earnest money.



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Official Liquidator
High Court, Calcutta



স্বাক্ষরিত - ড.
সি. এ. মল্লিক
পূর্ব সোণাই, পূর্ব মেদিনীপুর

২৬ জুলাই ১৯৭৭

An objection of the unsuccessful offerer, Prompt Infrastructure Pvt. Ltd. represented by Mr. A. Mitra, Learned Senior Advocate is that in case the user of the land is otherwise, then, they are in a position to offer a much higher price. According to him such stipulation of use in the terms of sale was uncalled for.

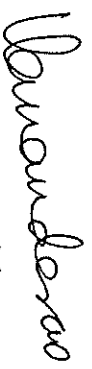
Mr. P.P.Banerjee, appearing for the State of West Bengal submits that at present the land can be used for industrial purpose only.

I am of the opinion that on the basis of the earlier representation made by the State that the land could be used, according to their policy, for industrial purpose only, the said stipulation in the sale notice was justified. Otherwise, any intending purchaser was likely to be misled.

The other objection to confirmation of the sale appears to be that in the event the highest offerer changes the user of the land then the unsuccessful offerer will be deprived. According to such objection, this is so because, if offers are invited now on the assumption that change of user is possible, Prompt Infrastructure is in a position to out bid the highest bidder. It is submitted on their behalf, that in that case, their bid would be substantially higher than what it is now. Further, if the highest bidder's bid is confirmed and, thereafter, they change the user of the land, they are getting the land at a lesser price and will make profit on it to the detriment of the unsuccessful bidder.

In my opinion, all these submissions are baseless, speculative and hypothetical. The land can be used only for industrial use. Trinity Park is willing to take it on the condition that the land can be used for such purpose only. Their offer is the highest.




Official Liquidator
High Court, Calcutta



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আবদুল হক
২৪ জুন ২০১১

In those circumstances, the offer of Trinity Park is accepted. The sale is confirmed in their favour on the condition that the balance consideration is to be paid to the Official Liquidator within four weeks from date. In default, liberty to the Official Liquidator to apply for appropriate orders. On payment of the balance price, the sale will stand absolutely confirmed in favour of the Trinity Park.

The letter of appointment of Mr. P.P.Banerjee on behalf of the State of West Bengal be kept with the record.

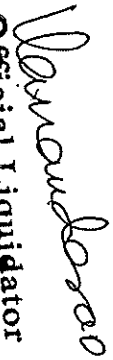
I reiterate that the land is to be used for industrial purpose only, according to the terms and conditions of sale.

CA No.829 of 2010 is dismissed.

All parties concerned are to act on a signed photocopy of this order on the usual undertakings.

Sd/- I.P.Mukerji, J.

Sd/-
30.11.10
Assistant Registrar (Company)
High Court, O.S. Calcutta.


Official Liquidator
High Court, Calcutta





Office of the Director of the Bureau of Prisons
Attn: South 24 Program
7 JUL 2011

CA No.582 of 2011
BIER NO. 526 OF 1992
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

IN THE MATTER OF :
TRINITY PARK
Versus
THE OFFICIAL LIQUIDATOR

Before :
The Hon'ble JUSTICE I.P.MUKERJI
Date : 23rd June, 2011

Mr. S.K.Kapoor, Mr. S.N.Mookherjee, Sr. Advocate,
Mr. D. Basak, Mr. M.C.Ghose, Mr. S. Roy,
Ms. A.Das .. for applicant.
Mr. D. Dutta, Ms. M.Sen For Official Liquidator.

The Court : On 26th November, 2010 I had made an order for sale of the subject property to Trinity Park upon their making payment of the balance consideration within four weeks from date.

Admittedly, such consideration was paid in December, 2010 and possession handed over to the buyer.

The only real dispute between the parties, at this stage, appears to be over payment of property tax i.e. whether the buyer is liable to pay property tax which had accrued and had become payable prior to the date of sale ?

As it is a pure question of law, let this application be heard on the existing papers as the first matter in 'Company Matter [Adjourned]' category on 27th June, 2011. I pass an interim order directing the Official Liquidator to execute the conveyance strictly according to the terms and conditions of sale and also considering the assertion that no.2, Ram



Official Liquidator
High Court, Calcutta


Mohan Bera Lane, Kolkata-700 014 forms part of 22, Gobra Road,
Kolkata-700 014 within a period of four weeks from date.

All parties concerned are to act on a signed photocopy of this order
on the usual undertakings.

Sd/- I.P.Mukerji, J.

Sd/-
24.6.11
Assistant Registrar
High Court, Original Side
Calcutta.

IN WITNESS WHEREOF the Liquidator and the Purchaser have
hereunto set and subscribed their respective hand and seal the day
month and year first above written.


Official Liquidator
High Court, Calcutta

SIGNED SEALED AND DELIVERED

by the OFFICIAL LIQUIDATOR, HIGH

COURT AT CALCUTTA, at Kolkata

in the presence of :


1. *Byrial Surya Surkar*
36/1A Elgin Road
Kolkata - 700 020

2. *Swarnjit Kumar*
9, Red Pitt Office Street
508 firm, Kolkata - 700 001

SIGNED SEALED AND DELIVERED

by the PURCHASER, at Kolkata

in the presence of :

TRINITY PARK

Partner / Authorised Signatory

1. *Byrial Surya Surkar*
36/1A Elgin Road
Kolkata - 700 020 ;

2. *Swarnjit Kumar*



~~Office of the District Registrar~~
Almorat South 24 Parganas

4 JUL 2011

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 50,00,00,000/- (Rupees fifty crores) only being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

DATE	P.O. NO.	BANK & BRANCH	AMOUNT
06.11.2010	642278	Punjab & Sind Bank, Chowringhee Road, Kolkata	12,50,00,000.00
21.12.2010	642449	Punjab & Sind Bank, Chowringhee Road, Kolkata	37,50,00,000.00
		TOTAL	50,00,00,000.00

(RUPEES FIFTY CRORES ONLY)

WITNESSES:

Hydral Surgen Sarkar

Wanda...
Official Liquidator
High Court, Calcutta

Smitit...

Prepared by
Hydral Surgen Sarkar
Alipore Police Court
Kolkata - 27

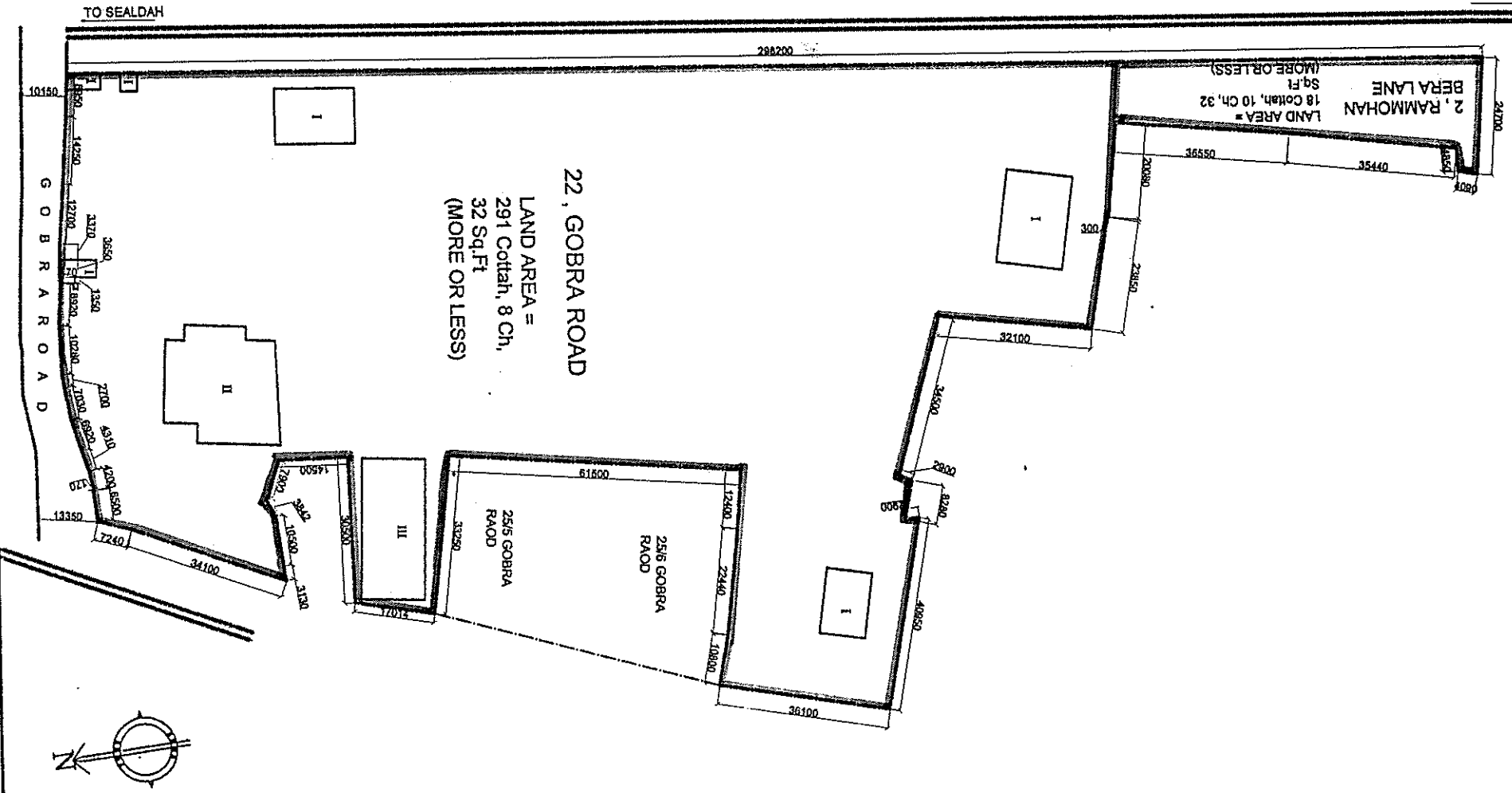


~~ALBION SOUTH 24 PARASOLS~~
ALBION SOUTH 24 PARASOLS

JUL 4 2011

L.I.D., COMPRISED IN F.L.M.I.P.O. NO. 22
 RAMMOHAN BERA LANE, KOL-14, WARD NO-059, PS BENIAPUKUR

TO PARK CIRCUS STN.



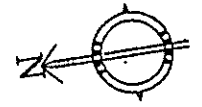
22, GOBRA ROAD
 LAND AREA =
 291 Cottah, 8 Ch,
 32 Sq.Ft
 (MORE OR LESS)

2, RAMMOHAN
 BERA LANE
 LAND AREA =
 18 Cottah, 10 Ch, 32
 Sq.Ft
 (MORE OR LESS)

25/6 GOBRA
 RAOD
 25/6 GOBRA
 RAOD
 III

GOBRA ROAD

TO SEALDAH



Handwritten signature

Official Liquidator
 High Court, Calcutta

SIGNATURE OF VENIDER
 (OFFICIAL LIQUIDATOR APPOINTED BY
 THE HONBLE H.COURT CALCUTTA)

TRINITY PARK

Partner / Authorized Signatory

Handwritten signature

SIGNATURE OF PURCHASER



South Africa Register - II
About South 24 Pergamene
4 JUL 2m:



~~South 24 Parganas~~
South 24 Parganas

4 JUL 2011

DATED THIRTYth DAY OF JULY 2011
#####

B E T W E E N

THE OFFICIAL LIQUIDATOR

A N D

TRINITY PARK

C O N V E Y A N C E

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.

