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DATED THIS DAY OF MARCH, 1993.

BETWEEN

SRI ASHOKE RANJAN GHOSH ..... Vendor.

AND

MESSRS MEGHA ENCLAVE PRIVATE LED. Purchaser.

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DATED THIS STEAM OF MARCH, 1993.

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DATED THIS 5 DAY OF MARCH, 1993.

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DATED THIS 5 DAY OF MARCH, 1993.

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DATED THIS 5 DAY OF MARCH, 1993.

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DATED THIS 5 DAY OF MARCH, 1993.

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MALCUTEL 15/3/3

THIS INDENTURE OF CONVEYANCE made this 5 day of Mowch, One thousand nine hundred and ninety - three B E T V E E N SRI ASHOKE RANJAN GHOSH, son of Late Manoranjan Ghosh, by faith - Hindu, by Occupation - Business, residing at No. 1, N. C. Ghosh Road, P.O. Budge Budge, District - South 24 - Parganas, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART AND MESSRS.
MEGHA ENCLAVE PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at No. 1, Netati Subhas Road in the town of Calcutta, 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 successor or successors in office and/or assigns) of the OTHER PART:

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Page 1 of 10 pages.

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WHEREAS One Shrimati Rama Devi Murarka Wife of Sri Basantlal Murarka was seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of ALL THAT piece or parcel or plot of land containing by measurement an area of 2 (two) bighas, more or less, situate, lying at and comprised in Mouza - Sibpur, Touji No. 151, Plot No. 111 of Regent Estate in the District of 24-Parganas (hereinafter referred to as the "said plot of land");

AND UHEREAS by an Indenture of Conveyance dated the 19th December. 1940 registered in Book No. I Volume No. 1. Pages 275 to 283. Being No. 19 for the year 1941 at the Office of the Alipore Sadar, the said Smt. Rama Devi Murarka sold, transferred and conveyed the "said plot of land" unto and in favour of one Shri Jatendra Kumar Mukherjee;

AND WHEREAS in the premises aforesaid, the said Shri Jatendra Kumar Mukherjee was seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of the "said plot of land";

AND WHEREAS subsequently, the "said plot of land" was numbered and known as premises No. 130, Netaji Subhas Chandra Bose Road, Calcutta - 700 040;

AND WHEREAS the said Shri Jatindra Kumar Mukherjee out of his own self acquired funds duly erected a two storied brick built building and other structures in or upon portions of the "said plot of land";

AND VHEREAS by a Deed of Conveyance dated the 20th of November, 1959 registered in Book No.1. Volume Pages 257 to 264, Being No. 3415 for the year 1959 Office of the Sub-Registrar Alipore, Behala, the s day 36. the said Sri Jatindra Kumar Mukherjee sold, transferred and conveyed unto and in favour of Sri Chitta Ranjan Ghosh, Sri Nihar Ranjan Ghosh, Sri Priti Ranjan Ghosh, Sri Probhat Ranjan Ghosh and Sri Asit Ranjan Ghosh all sons of Late Jatindranath Ghosh A N D Sri Manas Ranjan Ghosh, Sri Nisit Ranjan Ghosh. Sri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhup Ranjan Ghosh all sons of Late Manoranjan Ghosh (hereinafter jointly referred to as the "CO-OWNERS", ALL or parcel or Plot of revenue Redeemed THAT piece land containing by measurement an area of 2 (two) bighas be the same a little more or less TOGETHER WITH two storied brick built building house, godowns, out-houses, servant quarters, durwan quarters, garages, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and being Municipal premises No. 130, Netaji Subhas Chandra Bose Road, Tollygunge (also known as premises No. 111, Regent Park). Calcutta, hereinafter referred to as the "said property" :

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AND WHEREAS in the premises the Vendor herein alongwith his abovenamed co-owners are jointly seized and possessed of or otherwise well and sufficiently entitled as absolute owners in respect of the "said property" being the land and premises No. 130. Netaji Subhas Chandra Bose Road, (also known as premises No. 111. Regent Park), Tollygunge, Calcutta. morefully described in the Schedule hereunder written and also shown and delineated in RED borders in the Map or Plan annexed hereto each having equal undivided 1/10th (One-tenth) share or interest therein;

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AND WHEREAS by an Indenture of Lease dated the 14th day of December, 1968 registered in Book No. I, Volume No. 185. Pages 103 to 115. Being No. 7289 for the year 1968 at the Office of the Sub-Registrar, Alipore, the Vendor herein alongwith his said co-owners duly granted lease in respect of the "said property" more fully described in the Schedule hereunder written, unto and in favour of Sri Khagendra Kumar Neogi, carrying on business under the firm name and style of M/s. Modern Drug House as sole Proprietor thereof for a term of 21 years commencing from the 1st day of January, 1968 and expiring on the 31st December, 1989;

AND WHEREAS the said Lessee Sri Khagendra Kumar Neogi died on or about the 5th August, 1984, whereupon the heirs and legal representatives of the said deceased became entitled to the lease hold rights of the said deceased in respect of the "said property" as per the said Lease Deed dated 14th day of December, 1988;

AND WHEREAS despite the expiry of the term of the said Lease-Deed dated the 14th day of December, 1968 as hereinbefore stated, the heirs and/or legal representatives of the said deceased-Lessee Sri Khagendra Kumar Neogi failed and/or neglected and/or refused to vacate and to deliver the vacant and peaceful possession of "the said property" and they sub-let "the said property" in favour of the sub-tenant M/s. Evergreen Developers (P) Ltd., who has since been admitted as direct Tenant by the Vendor alongwith his said co-owners at the agreed monthly rent:

AND WHEREAS the Vendor abovenamed is seized and possessed of and/or well and sufficiently entitled to as absolute Owner in respect of undivided 1/10th share of the said land and premises No. 130. Netaji Subhas Chandra Bose Road, (also known as 111, Regent Park), Calcutta;

AND WHEREAS the Vendor abovenamed represented that the "said property" and/or the said undivided 1/10th (One-Tenth) share and/or interest of the Vendor therein are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities and trusts whatsoever, save and except the tenancy right of the said M/s. Evergreen

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Developers (P) Ltd. as aforesaid and also that the said property is not affected by any acquisition and/or requisition and/or alignment proceedings and that there is no impediment of any nature whatsoever for the Vendor to sell and/or transfer his undivided 1/10th share or interest in the said property;

AND VHEREAS by an Agreement dated the 23rd day of July, 1991 the Vendor agreed to sell and one Sri Lalit Kumar Prahladka of No. 4/5, Singhi Bagan Lane, Calcutta agreed to Purchase ALL THAT the Vendor's undivided 1/10th share or interest in "the said property" more fully described in the Schedule hereunder written free from all encumbrances whatsoever but subject to the occupation of the said tenant and/or occupier, at or for the agreed consideration and on the terms and conditions therein mentioned and it was interalia agreed that the Vendor shall complete the sale in respect of his said undivided 1/10th (one-tenth) share or interest in the property in favour of the said purchaser Sri Lalit Kumar Prahladka or his nominee or nominees;

AND WHEREAS the said Sri Lalit Kumar Prahladka duly nominated M/s. Megha Enclave Pvt. Ltd., the purchaser abovenamed as his nominee to complete the purchase in respect of the Vendor's undivided 1/10th (one-tenth) share and/or interest in the said property, at or for the consideration and on the terms and conditions contained in the said Agreement for Sale dated 23rd July, 1991, which nomination the Vendor hersin duly accepted and confirmed;

AND WHEREAS in the premises aforesaid, the vendor agreed to sell and the Purchaser abovenamed agreed to purchase ALL THAT the Vendor's undivided 1/10th (one-tenth) share or interest in the "said property" more fully described in the Schedule hereunder written, free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, trusts, acquisitions, requisitions and alignments whatsoever, but subject to the tenancy right of the Tenant abovenamed, at or for the consideration and on the terms and conditions contained in the said Agreement for Sale dated 23rd July, 1991;

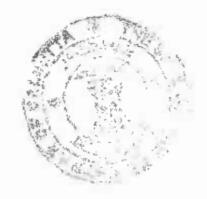
NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and in consideration of the sum of Rs.2,00,000/= (Rupees Two Lacs) only paid to the Vendor as and by way of earnest money and a further sum of Rs.2,60,000/= (Rupees two lacs sixty thousand) only (aggregating to Rs.4,60,000/= (Rupees Four Lacs Sixty Thousand) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admits and acknowledges and of and from the same and every part thereof acquit, release and discharge

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Page 4 of 10 pages.

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the Purchaser as also the premises hereby conveyed and transferred) the Vendor doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser, free from all encumbrances whatsoever but subject to the tenancy right of the tenant abovenamed ALL THAT an undivided 10% (ten) per cent share or interest in the "said property" being the piece or parcel of plot of land containing by measurement an area of 2 (two) Bighas (equivalent to 40 cottahs) be the same a little more or less TOGETHER WITH two storied brick built buildings, hereditaments, godowns, tenements, dwelling houses, boundary walls and other structures whatsoever lying erected and built thereon situate lying at and being Municipal premises No. 130, Netaji Subhas Chandra Bose Road, ( also known as No. 111, Regent Park ), Tollygunge, in the town of Calcutta, morefully described in the Schedule hersunder written and also shown and delineated in RED borders in the Map or Plan annexed hersto, hereinafter referred to as "the said undivided share or interest in the said property" ;

OR HOWSOEVER OTHERVISE the "said undivided share or interest in the said property" or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described and distinguished;

TOGETHER WITH all structures, ways, walls, yards, compounds, areas, paths, passages, sewers, drains, water, water courses and all manner of conditions and all other rights of land comprised therein and all liberties, privileges easements and appurtenances whatsoever thereunto belonging or held or occupied therewith or reputed to belong or appurtenant thereto AND the reversion or reversions, remainder or remainders AND the rents, issues, and profits of the said property to the extent of 10 (ten) per cent part or share thereof AND all the estate, right, title interest claim and demand whatsoever both at law and in equity of the Vendor into upon and in any manner concerning the said "Undivided share or interest in the said property" and every part thereof:

TOGETHER VITH all deeds, pattahs, muniments, writings and evidences of title and other documents exclusively relating to or concerning the "said Undivided Share or interest in the said property" or any part thereof, which now are, or hereafter shall or may be in the custody power or possession of the Vendor or any other person or party from whom the Vendor can or may procure the same, without any action or suit at law or in equity AND ALSO the benefits of the Covenants for production of Title Deeds made by or on behalf of the predecessors in title of the Vendor;

TO HAVE AND TO HOLD the "said Undivided share or interest in the said property" hereby sold granted conveyed transferred assigned and assured or expressed or intended so

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to be unto and to the use and benefit of the Purchaser absolutely and for ever and without any manner of condition use trust and other things whatsoever to alter defeat encumor make void the same AND free from all encumbrances charges liens lispendens claims demands liabilities, acquisitions, requisitions alignments and trusts whatsoever subject to the tenancy right of the tenant abovenamed;

AND THE VENDOR doth hereby covenant with the Purchaser as follows :-

THAT notwithstanding any act deed matter or thing whatsoever by the Vendor or any predecessors in title of the Vendor made committed or knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the "said Undivided share or interest in the said property" hereby granted sold conveyed and transferred or intended so to be in perfect and indefeasible estate of inheritance without any manner of conditions use trust or thing whatsoever to alter defect encumber or make void the same ;

THAT notwithstanding any such act deed matter or thing whatsoever as aforesaid, the Vendor now has good right full power and absolute authority and indefeasible title to grant, sell convey and transfer the "said Undivided share or interest in the said property" and hereby granted sold conveyed and transferred and/or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true interest and meaning of these presents :

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AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the "said Undivided share or interest in the said property", hereby granted, sold conveyed and transferred AND receive the rents issues and profits of the said property to the extent of 10 (ten) percent part or share thereof, without any lawful eviction interruption hindrance claim or demand whatsoever from or by the Vendor or any other person or persons having or lawfully or equitably claiming from under or in trust for the Vendor;

AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and discharged by and at the costs and expenses of the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of encumbrances whatsoever made suffered created done executed or occasioned by the Vendor his co-owners or predecessors in Title or any other

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person or persons whomsoever, lawfully or equitably or rightfully claiming any estate or interest or right as aforesaid but subject to the tenancy right of the said tenant as aforesaid;

AND THAT the "said property" being the land and premises No. 130. Netaji Subhas Chandra Bose Road, ( also known as 111. Regent Park ), Calcutta- 700 040 and/or the said "Undivided Share or interest in the said property" is not affected by any attachment including attachment under any Certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty authorities or other government authorities under the Public Demands Recovery Act or any other acts or otherwise whatsoever. AND THAT there is no certificate case or proceedings pending against the Vendor for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act and/or any other acts for the time being in force AND THAT the "said property" is not affected by any notice or scheme of the Calcutta Improvement Trust or the Calcutta Municipal Corporation or the Calcutta Metropolitan Development Authority or the Government or any other Public Body or Authority for Requisition or Acquisition or otherwise :

AND THAT no declaration has been made or published for acquisition of the "said property" or any part thereof under the land acquisition Act or any other acts for the time being in force;

AND THAT as far as the Vendor is aware, there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Vendor to grant transfer convey sell assign and assure the "said Undivided share or interest in the said Property" in favour of the Purchaser in the manner aforesaid;

AND THAT the Vendor and all other persons having or lawfully or equitably or rightfully claiming any estate right title interest trust property claim and demand whatsoever in the "said Undivided share or interest in the said property" hereby sold conveyed granted and transferred 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 requests and costs of the Purchaser do make execute and perfect or cause to be done made executed and perfected all such acts deeds matters and things whatsoever for further better and more perfectly assuring granting, transferring conveying and confirming the "said undivided share or interest in the said property" and every part thereof unto and to the use and benefit of the Purchaser for ever in the manner aforesaid as shall or may be reasonably required;

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CALCULTA 15/3/93

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## THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel or plot of revenue redeemed land containing by measurement an area of 40 (forty) cottans (on actual measurement 40 cottans 4 chattaks) more or less TOGETHER WITH two storied brick built building, out-houses, godowns, hereditaments, tenements, dwelling houses, garages, servant quarters, durwan quarters, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and being Municipal premises No. 130, Netaji Subhas Chandra Bose Road, (also known as 111. Regent Park), Calcutta - 700 040, comprised in Touzi No. 151, Chota Hudda, Mouza - Shibpore, Parganas Khaspur, P.S. Sadar Tollygunge, Now Jadavpur and Registry Office at Alipore and butted and bounded as follows:-

ON THE NORTH : By Asoka Hall School, premises No. 110, N.S.C. Bose Road, (also known as No.110, Regent Park), Calcutta.

ON THE EAST : By Old Municipal Road.

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ON THE SOUTH : By Public Road running between
Netaji Subhas Chandra Bose Road and
Jadavpur

ON THE WEST: By Public Road beyond which is premises No. 129, N.S.C. Bose Road, ( also known as No. 116, Regent Park ), Calcutta.

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IN WITNESS WHEREOF the VENDOR has put his hand and seal the day month and year first above written.

by the VENDOR abovenamed at \*\* Sele Preger Steam Calcutta in the presence of: \*\*

Shyawel Kuman Ray Adrocale 51, A.M. Ghosh Read,

SI, A. M. Khosh Hard, budge, 24 Pavon (3).

Buray James.

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RECEIVED of and from the Withinnamed Purchaser the withinmentioned sum of ## Rs. 4,60,000/= (Rupees four lacs sixty thousand) only towards full \*\* 44 consideration as per Memo hereunder \* \* written.

Rs. 4,60,000/=

## MEMO OF CONSIDERATION

(a) By Pay Order No. 001385 dated 12.07.91 issued by Central Bank of India, Singhi Bagan Chittaranjan Avenue Branch, Calcutta, in favour of the Vendor

Rs. 1,00,000.00

By Cheque No. 042863 dated 14, 12, 92 drawn on Central Bank of India, Singhi Bagan Chittaranjan Avenue Branch, Calcutta, in favour of the Vendor

Rs. 1,00,000.00

(c) By Cheque No. 042869 dated 26.02.93 drawn on Central Bank of India, Singhi Bagan Chittaranjan Avenue Branch, Calcutta, in favour of the Vendor

Rs. 1,00,000.00

(d) By Pay Order No. 002282 dated 02.03.98 issued by Central Bank of India, Singhi Bagan Chittaranjan Avenue Branch, Calcutta, in favour of the Vendor

Rs. 1,50,000.00

(e) By Cash paid to Vendor

Rs. 10,000,00

Total: Rs. 4,60,000.00 -----

(TOTAL RUPEES FOUR LACS AND SIXTY THOUSAND ONLY).

Witnesses :-

Asska ganjanska Shyamal Kumar Rang Adrocali. Sway Jawa

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PLAN OF PRES. NO 130 N.S.C. BOSE ROAD. SITE AREA OF LAND - 40K, 4 CH, 0 S.ET. (2693-3 M) SCALE 1:600 C . M. C36513 7292 4 - 12170 -I Ι ľ 0 5980 WIDE COM. PASSAGE PRES NO. 130 12270 N.S.C BOSE ROAD (TI REGENLPARK) <\^ 0 12160 29892 3210 C . M . C . 22 D Σ O

SIGNATURE OF VENDOR