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DATED THIS 8 DAY OF FELLULA 1993.

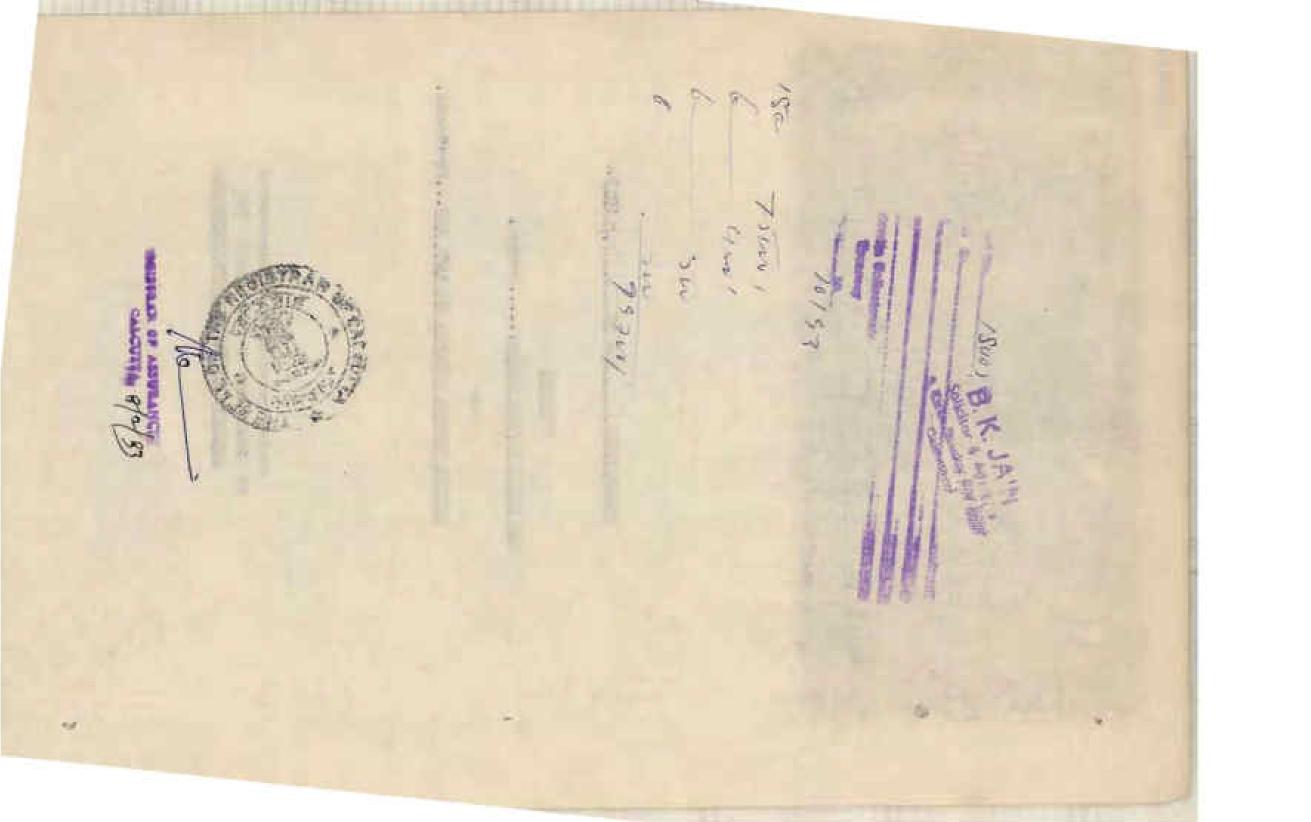
BETWEEN

SRI PRITI RANJAN GHOSH Vendor.

AND

MESSRS WONDER ENCLAVE PRIVATE LTD ... Purchaser.

INDENTURE OF CONVEYANCE





DATED THES & DAY OF P. P. C. LUMIS 1993.

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SRI PRITI RAMIAH GHOSH Vendor.

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DATED THES OF DAY OF PAULING 1993.

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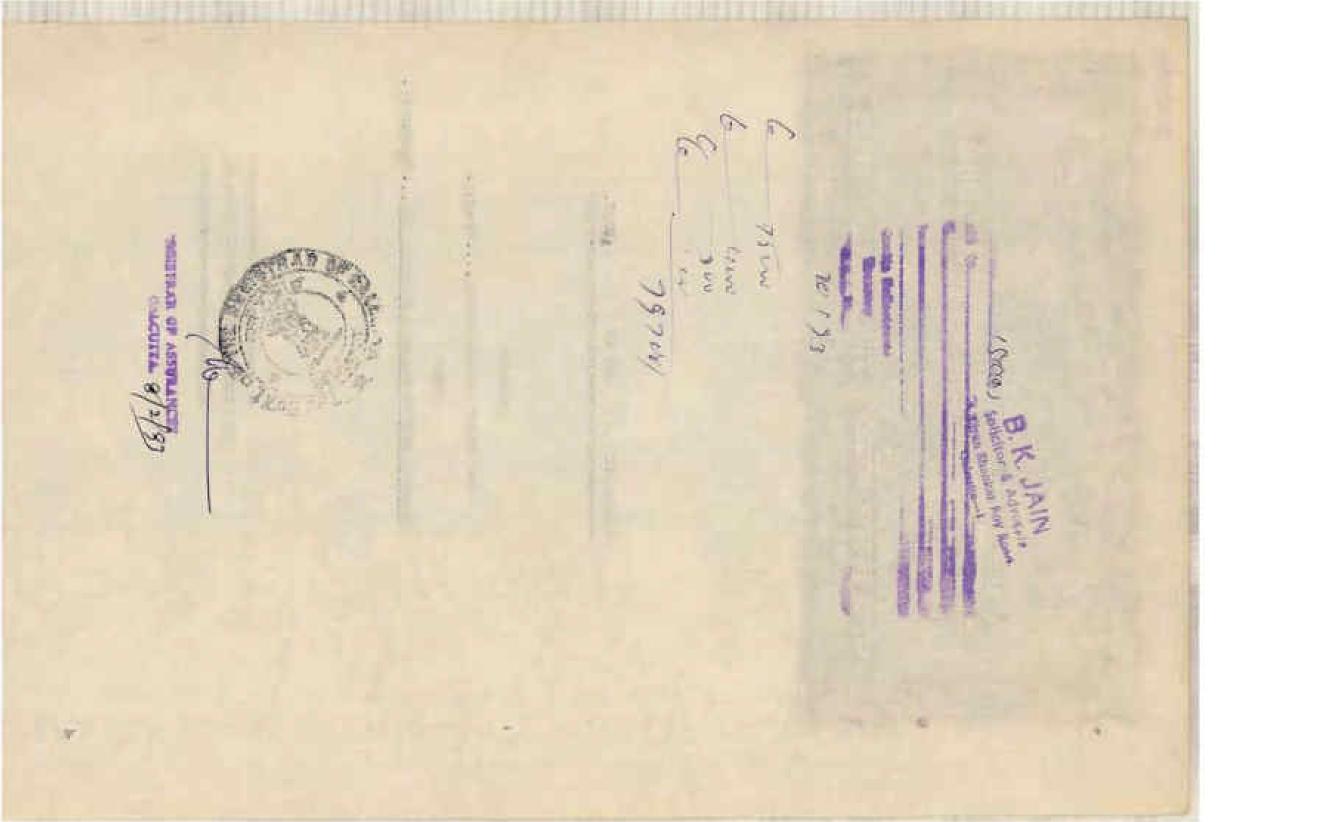
BETWEEN

SRI PRITI RANJAN GHOSH Vendor.

AND

MESSRS WONDER ENCLAVE PRIVATE LTD ... Purchaser.

INDENTURE OF CONVEYANCE |





DATED THIS 8 DAY OF Chang 1993.

DETWEEN

SRI PRITI RANJAN GHOWN Vendor.

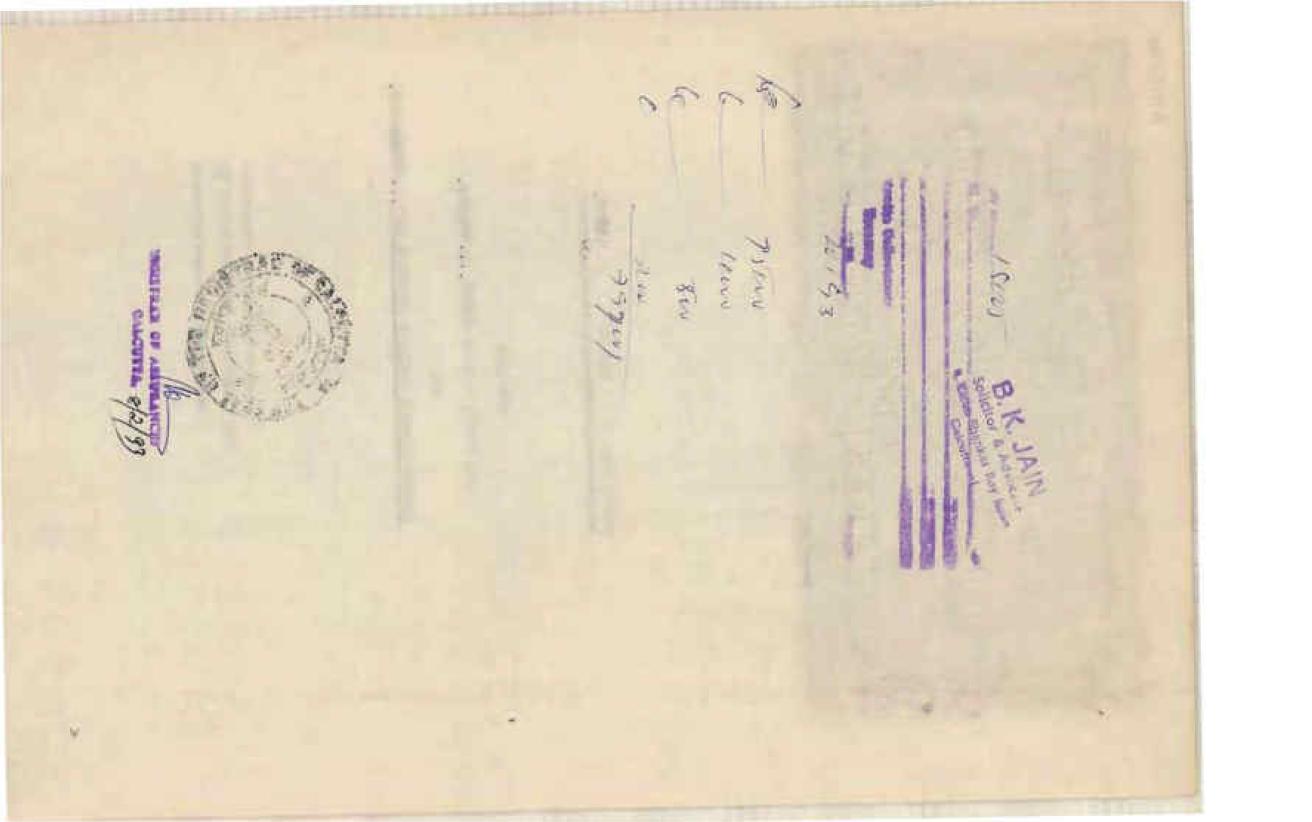
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MESSES WONDER ENCLAVE PRIVATE LTD ... Purchaser.

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BETWEEN

SRI PRITI RANJAN GHOSH... Vendor.

AND

MESSRS WONDER ENCLAVE PRIVATE LTD ... Purchaser.

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DATED THIS ST DAY OF FELLOW1993.

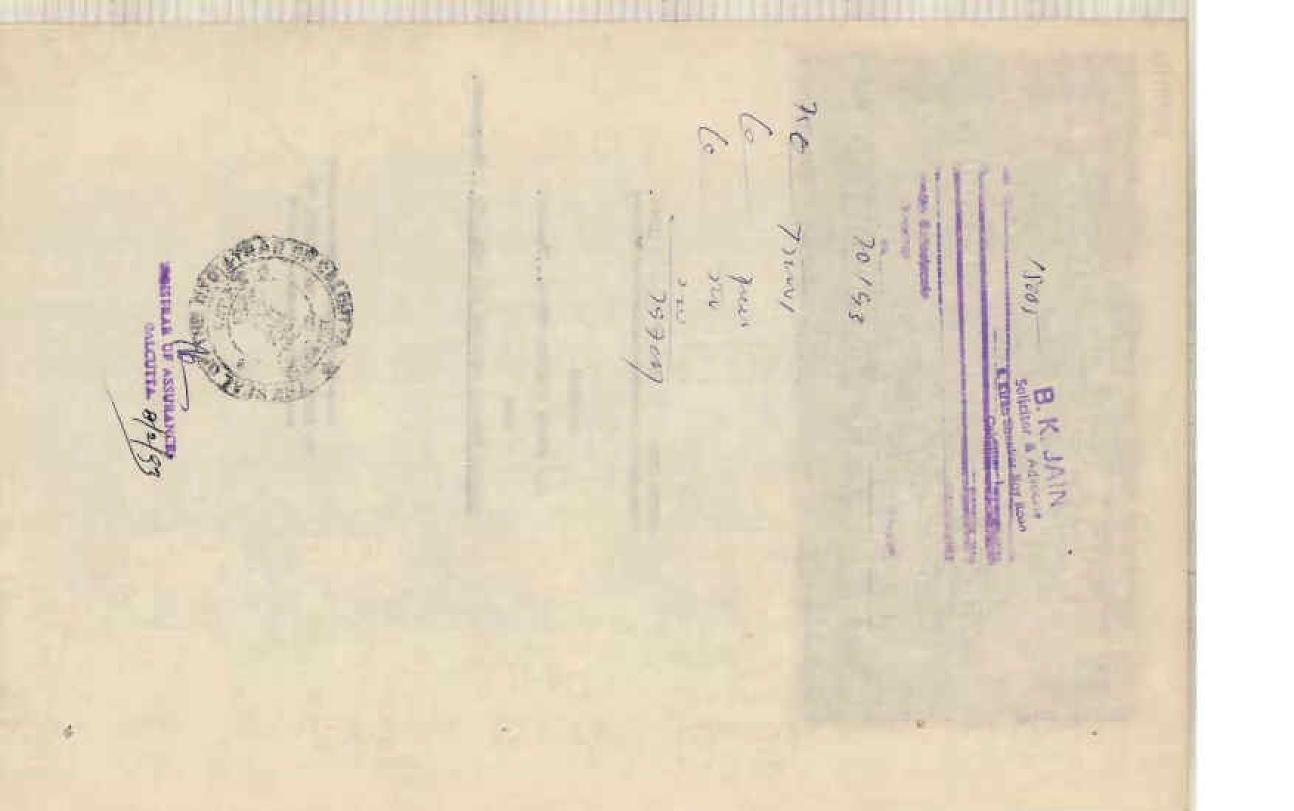
BETWEEN

BRI PRITI RANJAN CHOSH ... Vendor.

AND

MESSES WONDER ENCLAVE PRIVATE LTD ... Purchaser.

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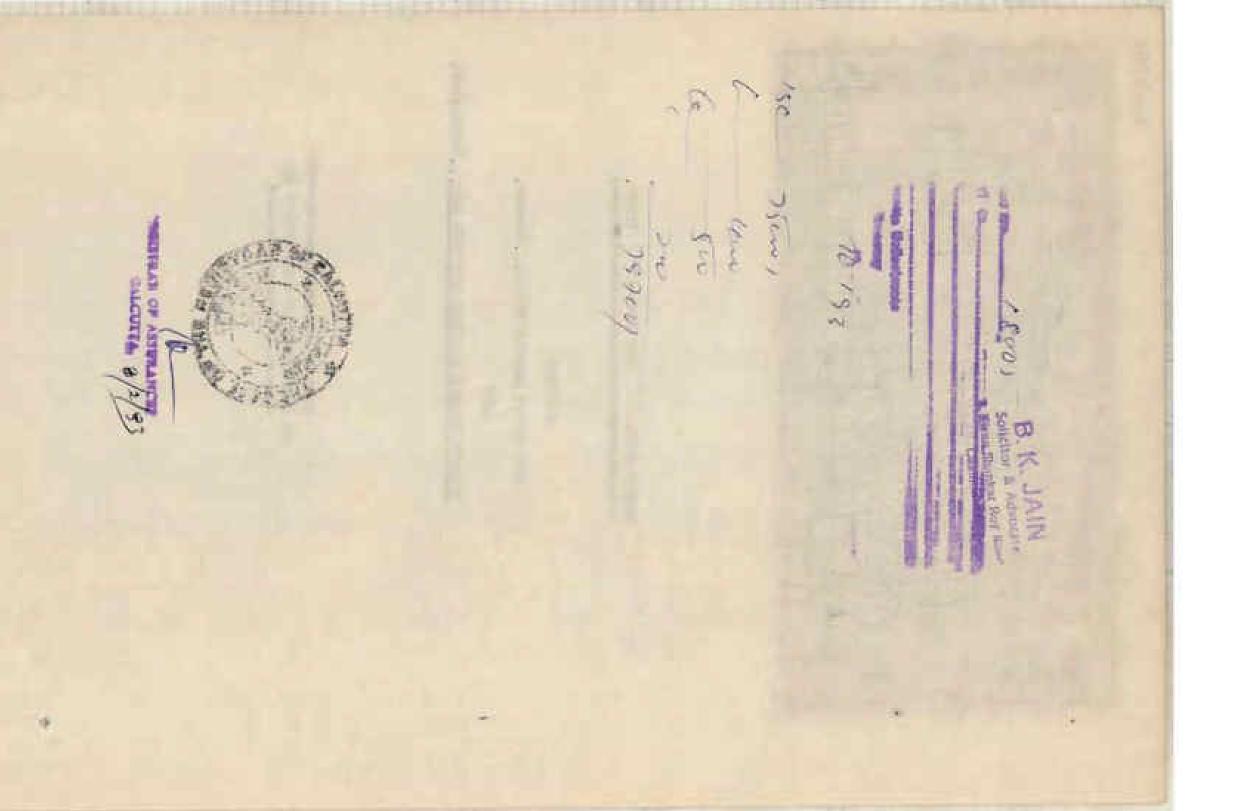


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SHI PRITI BANJAN GHOMI... Vendor.

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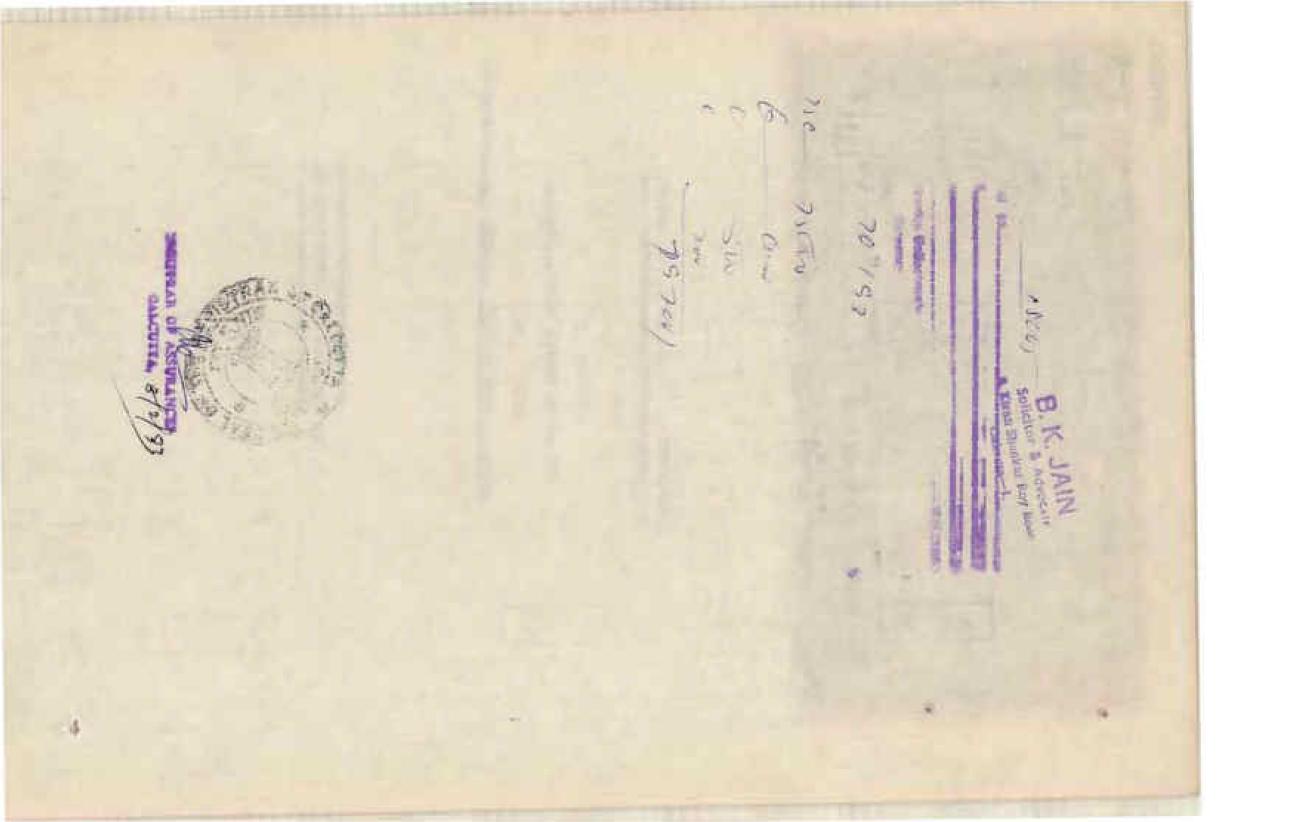
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BETWEEN

SRI PRITI RANJAN GHOSH Vendor.

AND

MESSES WONDER ENGLAVE PVT. LTD ... Purchaser.

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0 2 2 4 CALCUTTA 8



DATED THIS DAY OF 1993.

BETWEEN

SRI PRITI RAMJAN GHOSH Vendor.

AND

MESSES WOMDER ENCLAVE FVT. LTD ... Purchaser.

OHOHOTORE OF CONVEYANCE

NEW THE PARTY OF





DATED THIS CON DAY OF February 1993.

NEW WELL

AT PRITT RAMMAH GROSH Vendor.

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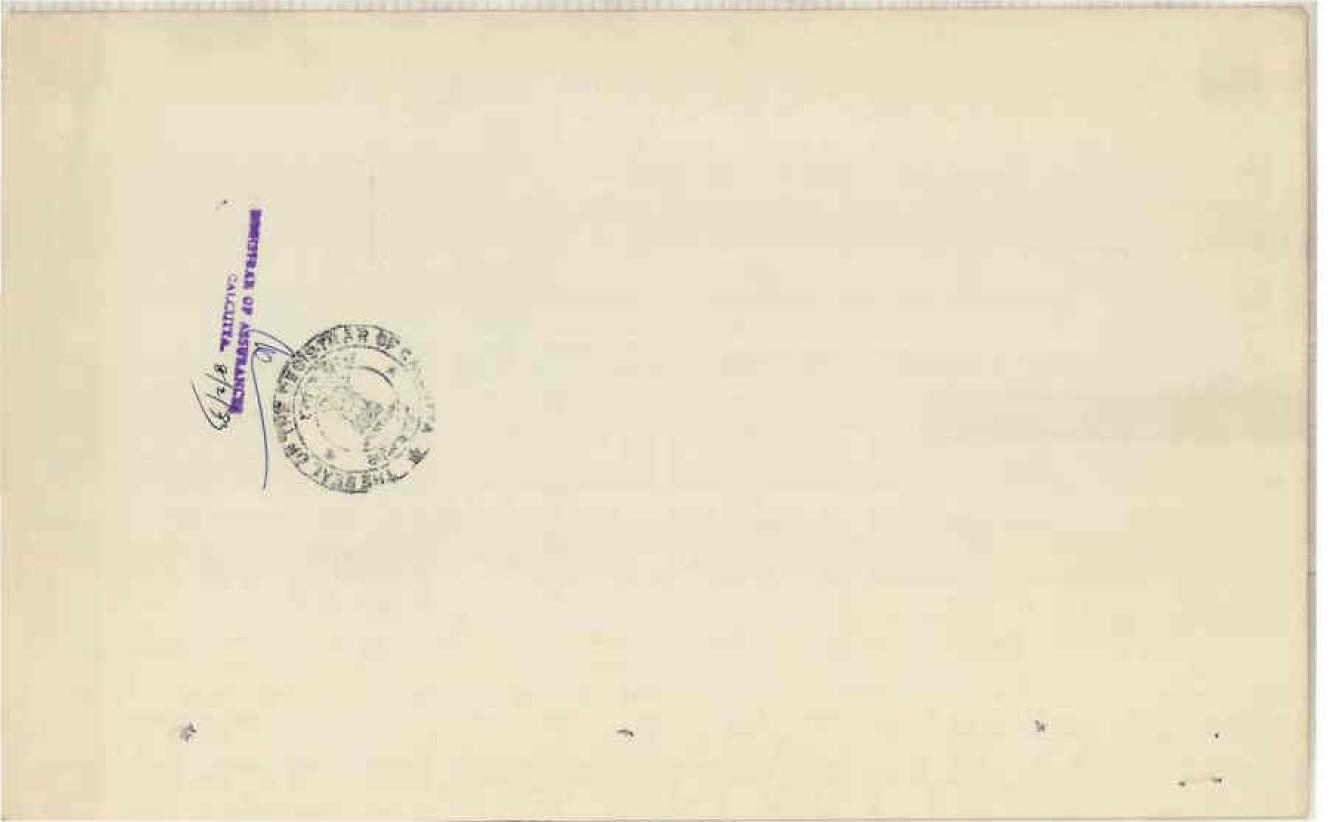
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THIS INDENTURE OF CONVEYANCE made this 8th day of Fabronic . One thousand nine hundred and ninety - three B E T V E E N SRI PRITI RANJAN GHOSH, son of Late Jatindranath Ghosh, by faith - Hindu, by Cocupation - Business, residing at No. 1, N. C. Ghosh Road, P.O. Sudge 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 despet to mean and include his heirs, executors, administrators, legal representatives and/or assigns/ of the DNE PART AND MESSRS. WONDER ENGLAVE PVT. LTD. a Company Incorporated under the Companies Act, 1956 having its Registered Office at No. 16, Sritish Indian Street, in the town of Calcutta, horeinafter referred to as the "PURCHABUR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or subpessors in office and/or assigns) of the OTHES PART:

Page 1 of 10 pages.

Posts Rayon Colon.



WHEREAS One Shrimati Rama Davi Murarka Wife of Sri Basantial 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 2A-Parganes Chereinafter referred to as the "seld plot of land"; I

AND WHEREAS by an indenture of Conveyance dated the 19th December, 1040 registered in Book No. 1 Volume No. 1. Pages 275 to 283, Seing No. 19 for the year 1941 at the Office of the Alipore Sacar, the said 5mt. Same Devi Nurarka sold, transferred and conveyed the "said plot of land" unto and in favour of one Shri Jatendra Numar Mukherjee 1

AND WHEREAS in the premises aforesaid, the said Shri Jatindra Kumar Nukharjes was solved 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 :

AND WHEREAS the said Shri Jatindra Kumar Hukherjee 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 WHEREAS by a Daed of Conveyance dated the 20th day of Movember, 1950 registered in Book No. 1. Volume No. 36. Pages 257 to 264. Being No. 3415 for the year 1959 at the Office of the Sub-Registrar Alipore, Behala, the said 2rl Jatindra Kumar Mukheriee zold, transferred and conveyed unto and in favour of Sri Chitta Ranjan Ghosh. 5rl Hihar Ranjan Ghosh. Sri Priti Ranjan Ghosh, Sri Prothat Ranjan Ghosh and 3rl Asit Ranjan Ghosh all zons of Late Jatindra-neth Ghosh and 3rl Asit Ranjan Ghosh is zons of Late Jatindra-neth Ghosh. Bri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Ghosh, Bri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhuo Ranjan Ghosh all sons of Late Manoranjan Ghosh thereinarter jointly referred to as the "GO-OWNERS". ALL THAT piece or parcel or Plot of revenue Redeemed land containing by measurement an area of 2 ituol bighas be the same a little more or less TOGETHER WITH two storied brick built building house, godowns, but-houses, servant quarters, survan quarters, garajes, 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. 311, Regent Park), Calcutta - 700 040, hereinafter referred to as the "said property" i

Page 2 of 10 pages.

I rite Ranjan Shore.



AND VHEREAS 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 lend and premises No. 130. Netail Subhas Chandra Bose Road. I size known as premises No. 111. Regent Park! . Tollygunge. Usicutta, more fully described in the Schedule hereunder written and also shown and delineated in RED borders in the Map or Plan anameked hereto each having equal undivided 1/10th (One-tenth) share or interest therein :

AND WHEREAS by an Indenture of Lease dated the leth day of December. 1968 registered in Book No. 1. Volume No. 185. Pages 103 to 115. Being No. 7289 for the year 1968 at the Office of the Sub-Registrar. Allpore, 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 Khasendia Kumar Neogi, carrying on business under the firm name and style of Mrs. 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, 1868 ;

AND WHEREAS the said Lessee Sri Khagendra Kumur Neogi died on or about the 5th August, 1984, whereupon the heirs and legal representatives of the said deceased became entitled to the lesse hold rights of the said deceased in respect of the "said property" as per the said Lesse Deed dated 14th day or December, 1968 :

AND WHEREAS despite the expiry of the term of the said Leare-Deed dated the 14th day of December. 1968 as hereinbefore stated, the heirs and/or legal representatives of the said Geometic-Lessee Sri Khagendra Rumar 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 Nos. 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 poss- essed 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 Subaha Chandra Bose Road, I also known as 111, Regent Park I, Calcutta;

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

Page 3 of 10 pages.

Prict Rayon Colon.



Developers (F) Ltd. as aforesald 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 whatspever for the Vendor to sell and/or transfer his undivided I/10th share or interest in the sold property :

AND WHEREAS by an Agreement dated the 23rd day of July, 1991 the Vendor agreed to sell and one Sri Waresh Kumar Podder of No. 16D, Sri Mani Lane, P.O. Rishra in the Dist. Howish 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 interally agreed that the Vendor shall complete the sale in respect of his said undivided 1/10th lone-tenth) share or interest in the property in fevour of the said burchaser Sri Naresh Kumar Poddar or his nominee or numinees:

AND WHEREAS the said Sri Naresh Kumar Poddar duly nominated M/s. Wonder Enclave Pvt. Ltd., the purchaser abovenamed as his nominee to complete the purchase in respect of the Vendor's undivided 1/10th lone-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 herein duly accepted and confirmed;

AND WHEREAS in the premises aforeseid, the vendor agreed to sell and the Purchaser abovenamed agreed to purchase ALL THAT the Vendor's undivided 1/10th ione-tenth) share or interest in the "said property" more fully described in the Schedule hereunder written, free from all encumbrances, sortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, trusts, acquisitions, requisitions and alignments wharsoever, 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 Rm. 2.00.000/= [Ropers Two Lacs] only paid to the Vendor as and by way of earnest money and a further sum of Rm. 2.50.000/= (Rupers two lacs sixty thousand) only (aggregating to Rm. 4.60.000/= (Rupers Four Lacs Sixty Thousand) only paid by the Purchaser to the Vendor on or before the execution of theme 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.

Prite Ranjan Shore.



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 whatscever but subject to the tepandy right of the tenant abovenamed ALL THAT an undivided 10% item) 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 itwoi Bighas lequivalent to 40 cottabal be the same a little more or less TOGETHER WITH two storied brick built buildings, hereditaments, godowns, tenedents, dwelling houses, boundary walls and other structures whatscever lying erected and built thereon situate lying at and being Municipal premises No. 130, Netaji Subhas Chandra Bose Road, I also known as No. 111, Regent Parkl, Tollygunge, in the town of Calcutta, more fully described in the Schedule hereunder written and also shown and delineated in RED borders in the Map or Plan annexed hereto hereinafter referred to as "the said undivided share or interest in the said property";

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

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 eassests 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, pattahe, muniments, writings and evidences of title and other documents exclusively relating to or converning the "said Undivided Shere 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 Governants for production of Title Deeds made by or on behalf of the predecessors in title or 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

Page 5 of 10 pages.

Preti Rayou Shre.



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

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

THAT notwithstanding any sot 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 siter defect encumber or make void the same ;

THAT notwithstanding any such act deed satter or thing whatsoever as storesaid, the Vendor now has good right full power and absolute authority and indereasible title to grant, seil 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 :

AND THAT the Furchaser shall and may from time to time and at all times hereafter praceably and quietly hold possess and enjoy the "said Undivided share or Interest in the said property", hereby granted, soid 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 whatspever 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 expresses 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 occassioned by the Vendor or his co - owners or predscessors in Title or any other

Page 6 of 10 pages.

Pricti Ranjan Shore



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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 promises No. 130. Netaji Subhas Chandra Bose Road, I also known as 111, Regent Park), Calcutta 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 realisation 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 Isprovement 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 (Geiling & Regulation) Act, 1975 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 distaining any estate right title interest trust property distained 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 Furchaser 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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Page 7 of 10 pages.

Priti Ranjon Shon.



THE SCHEDULE ABOVE REFERRED TO :

deemed land containing by measurement an area of 40 (forty) cottabs, on actual measurement 40 cottabs 4 chattaks sore or less TOGETHER WITH two storied brick built building, outhouses, 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 Hunicipal premises No. 130, Netaji Subhas Chandra Bose Road, I also known as 111, Regent Park), Calcutta - 700 0AO, comprised in Touzi No. 151, Chota Hudda, Mouza - Shibpore, Parganas Khaspur, P.S. Sadar Tollygunge, Now Jadavpur and Registry Office at Alippore 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 I. Calcutta.

ON THE EAST : By Old Municipal Road.

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. 115, Regent Park), Calcutta.

Page 8 of 10 pages.

morning to

Prilit Ranjan Chon.



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

by the VENDOR abovenamed at ## Prill Ranjan Ghan.

Shyamal Kumar Ray Advocati Son of Sin Ajit Kumar Ray 51, h. H. Glock Road, Andge Budge, we Panganos (5).

D. Janas



RECEIVED of and from the Vithinnamed
Purchaser the withinmentioned sum of
Rs. 4.60,000/= |Rupees four |sos **
sixty thousand | only towards full | only towards | only towa

Rs. 4,60,000/=

MEMO OF CONSIDERATION

(a) By Pay Order No.781308 dated 11.07.51 issued by Oriental Bank of Commerce. Kidderpore Branch. Calcutta in favour of the Vendor.

Rs. 40,000,00

(b) By Pay Order No. 781313 dated 12.07.91 Issued by Oriental Bank of Commerce, Kidderpore Branch, Calcutta in favour of the Vendor.

Rs. 60,000.00

drawn on The Bank of Tokyo Ltd., Brabourne Road Branch, Calcutta in favour of the Vendor.

Rm. 1,00,000.00

(d) By Pay order No.014602 dated 05.02.93 issued by The Bank of Tokyo Ltd., Brabourne Road Branch, Calcutta in favour of the Vendor.

Rs. 2.30,000.00

tel By CASH paid to Vendor.

Rs. 30,000.00

Total: Rs.4,60,000.00

(TOTAL RUPEES FOUR LAC AND SIXTY THOUSAND ONLY).

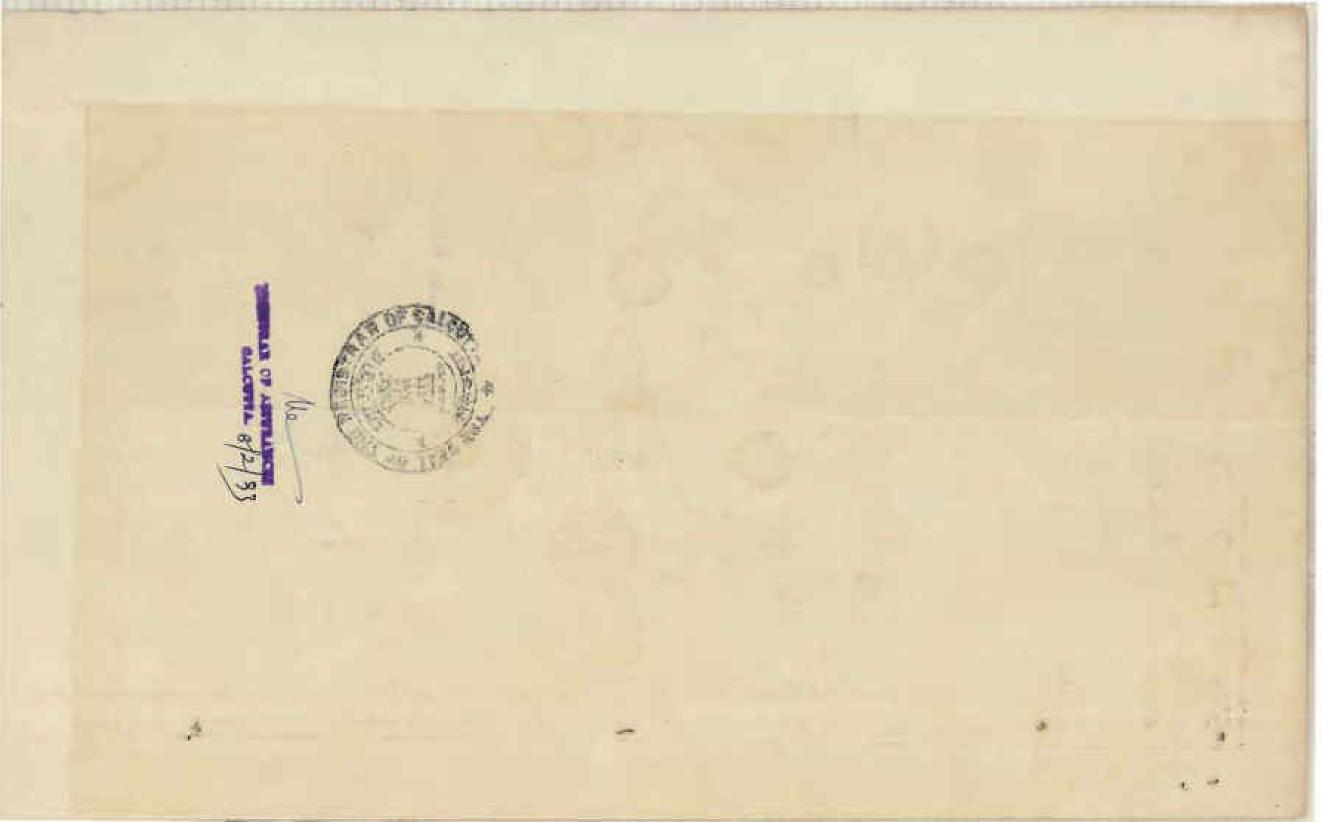
Witnesses :-

Shyamal Kumer Rey

Irili Rayon Shore

TO DELTA

Page 10 of 10 pages.



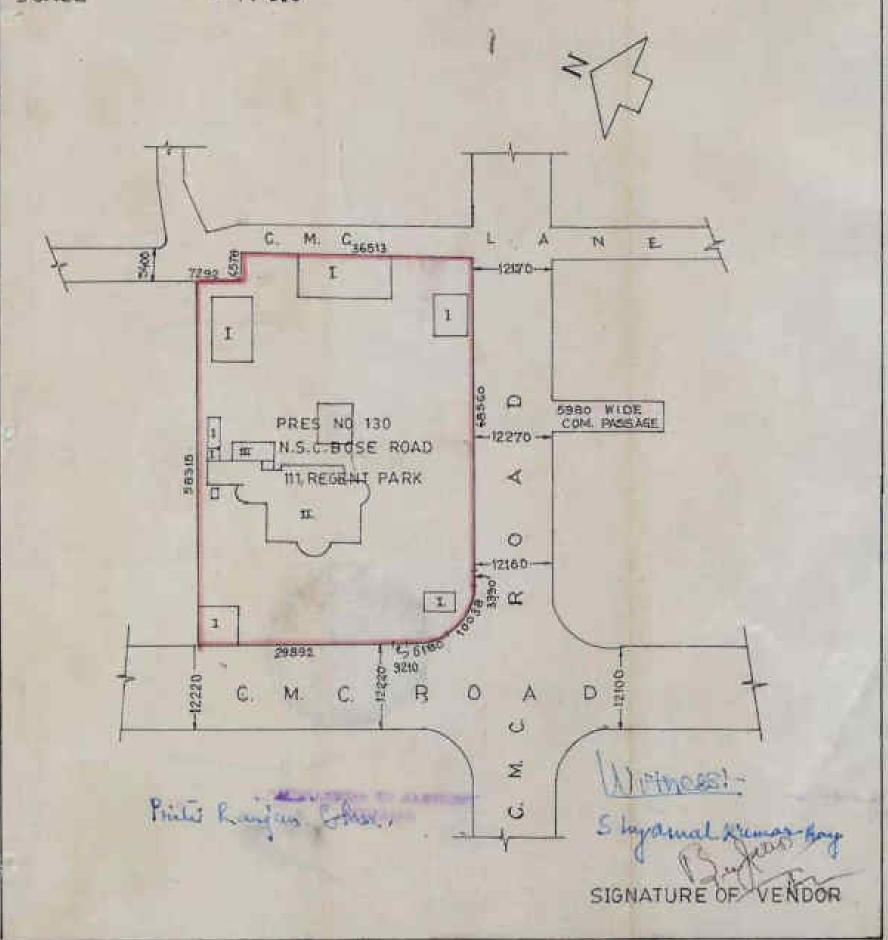


DATED THIS BALDAY OF F-1993. BETVEEN SRI PRITI RANJAN GHOSH VENDOR AND M/S. WONDER ENCLAVE (P) LTD. · · · · · · PURCHASER RE : 1/10TH SHARE IN PREMISES
HO. 130, N.S.C. BOSE RD.
(ALSO KNOWN AS 111, REGENT
PARK), CALCUTTA-700 040. MINUTELE OF ASSURANCE CALCUTTAL INDESTURE OF CONVEYANCE 3-7-93 HR. B.K. JAIN, SOLICITOR & ADVOCATE, 6A. KIRAN SHANKAR ROY ROAD, CALCUTTA - 700 001.

SITE PLAN OF PRES. NO 130 N.S.C. BOSE ROAD.

AREA OF LAND - 40 K 4 CH OSFT. (2693 3M2)

SCALE - 1: 600



SITE PLAN OF PRES. NO 130 N.S.C. BOSE ROAD.

AREA OF LAND - 40 K 4 CH 0SFT. (2693 3M2)

SCALE - 1: 600

