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भारतीय गैर न्यायिक भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W.B. No. — B 960438



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar
of Assurances-II, Kolkata



THIS INDENTURE made this 18th day of June Two

Thousand and Nine BETWEEN BATA INDIA LIMITED (being PAN)

No. AABCB 1043 Q), an existing Company within the meaning of the

Companies Act, 1956 having its registered office at "Bata House, 418-

02 Sector- 17, Gurgaon Mehrauli Road, Gurgaon -122002 represented



पश्चिम बंगाल WEST BENGAL

B 960439



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by its Power of Attorney Holder Mr. Rajeev Chhabra, son of A. Chhabra
hereinafter referred to as "the **VENDOR**" (which term or expression
shall unless excluded by or repugnant to the subject or context be

deemed to mean and include its successor and successors-in-office and assigns) of the **FIRST PART KND ENGINEERING TECHNOLOGIES LIMITED**, (being PAN No. AABCK 2863R), a Company incorporated under the Companies Act, 1956 having its registered office at 7A, Hospital Street, Kolkata-700 072 represented by Mr. Pessi N. Dadina, son of Late Nanabhai Dadina, Chairman & Managing Director hereinafter referred to as "the **CONFIRMING PARTY**" (Purchaser In the agreement dated 18th October, 1995 between KND Engineering Technologies Limited and Bata India Limited) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and successors-in-office and assigns) of the **SECOND PART AND CORPORATE SERVICE APARTMENTS HOTELS PRIVATE LIMITED**, (being PAN No. AADCC 2914M) a Company incorporated under the Companies Act, 1956 having its registered office at C-104, Defence Colony, New Delhi-110024 represented by its Director Mr. Vinay K. Dewan hereinafter referred to as "the **PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and successors-in-office and assigns) of the **THIRD PART**:

WHEREAS By a Deed of Conveyance dated 31st July, 1946 between Ernest Joseph Solomon sold and delivered to the Vendor All That partly one storied and partly two storied brick built building together

with the piece or parcel of revenue redeemed land measuring about two Bighas Six Cottahs, Two Chittacks and Thirty Square feet be the same more or less situate lying at being premises originally Nos. 15, thereafter 14 then 16 then 30A, 30B, 30C and 30D and now 30 Theatre Road (now known as 30 Shakespeare Sarani) in the town of Kolkata holding No. 10, Block No. XII in the South Division of the town of Kolkata and being butted and bounded in manner following that is to say On the North by Theatre Road; on the East partly by No. 32 (former No. 17) Theatre Road and partly by Nos. 8 and 8/1/1, Loudon Street; on the South by No. 7, Moira Street; and on the West by the premises No. 22 (formerly 15) Theatre Road more fully and particularly described in the Schedule hereunder written. The said Deed of Conveyance was registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 72, Pages 184 to 189 Being No. 2713 for the year 1946.

AND WHEREAS by an agreement dated 18th October, 1995 made between the Vendor and the Confirming Party and the Vendor has agreed to sell the land and the Confirming Party has agreed to purchase the land All That messuage tenement land hereditament and premises together with the land thereunto belonging to thereon or any part whereof the same is erected and built containing an area of 3061.00 Sq. meters (46.23 Cottahs) approximately be the same a little more or less situate lying at and being Premises No. 30, Shakespeare Sarani in the town of Kolkata more fully and particularly described in

the Schedule hereunder written free from all encumbrances at or for a consideration of Rs.19 Crores.

AND WHEREAS by letter dated July 28, 1997 the said premises was handed over by the Vendor to the Confirming Party.

AND WHEREAS by a letter dated 13th October, 1998 the Vendor acknowledged that the Vendor has received a sum of Rs.19 Crores from the Confirming Party.

AND WHEREAS after the payment of the said consideration by the Confirming Party to the Vendor, and at the request of the Confirming Party the Vendor applied to the Corporation of Kolkata for sanction of the plan and also applied to the Competent authority Kolkata Urban Land (Ceiling and Regulation) Act, 1996 for sanction of the plan for no objection being accorded to the building plan by the Kolkata Municipal Corporation in respect of the premises No. 30, Shakespeare Sarani, Kolkata.

AND WHEREAS the Kolkata Municipal Corporation on 10th September, 1998 sanctioned the building plan for commercial purpose.

AND WHEREAS by letter dated 2nd February, 1998 the said Competent authority Kolkata Urban Land (Ceiling and Regulation) Act,

1996 has also given "No Objection" to the sanction being accorded the building plan by Kolkata Municipal Corporation.

AND WHEREAS after obtaining the sanction plan and permission of Competent authority Kolkata Urban Land (Ceiling and Regulation) Act, 1996 the Confirming Party demolished the building situate at Premises No. 30, Shakespeare Sarani, Kolkata.

AND WHEREAS the Vendor handed over the original Title Deed of 30, Shakespeare Sarani, Kolkata to the Confirming Party.

AND WHEREAS the execution and registration of the Deed of Conveyance in favour of the Confirming Party by the Vendor has not been completed due to unforeseen circumstances beyond the control of the parties.

AND WHEREAS the Purchaser has extended a loan of the said amount of Rs.43 Crores to the Confirming Party which will appear in the Memo of Consideration and whereas the Confirming Party is unable to return the said loan and hence in lieu of the said loan the Confirming Party has agreed to sell and transfer the said land and all its rights for the same consideration of Rs.43 Crores.

AND WHEREAS the arrangement between the Purchaser and the Confirming Party is entirely mutual and Vendor will not be liable to

Purchaser in any manner what so ever and that the Conveyance is being completed as per instructions of the Confirming Party and in terms of agreement dated 18th October, 1995 between Bata India Limited and KND Engineering Technologies Limited.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in consideration of the sum of Rs.43,00,00,000/- (Rupees Forty-three Crores) only of true and lawful money of the Union of India in hand well and truly paid on behalf of the Purchaser to the Confirming Party (the receipt whereof as well as by the receipt hereunder written the Vendor and the Confirming Party do hereby admit and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchaser as also the said land containing an area of 3061.00 Sq. meters (46.23 Cottahs) approximately be the same a little more or less situate lying at and being Premises No. 30, Shakespeare Sarani in the town of Kolkata more fully and particularly described in the Schedule hereunder written the Vendor and the Confirming Party do hereby grant, transfer, sell, convey, assign and assure unto and to the use and benefit of the Purchaser **All That** the land containing an area of 3061.00 Sq. meters (46.23 Cottahs) approximately be the same a little more or less situate lying at and being Premises No. 30, Shakespeare Sarani in the town of Kolkata more fully and particularly described in the Schedule hereunder written (hereinafter collectively called the said property") **OR HOWSOEVER OTHERWISE** the said property or any part thereof

now are or is or at any time or times heretofore were or was situated tenanted, butted, bounded, called known numbered, described or distinguished **TOGETHER WITH** all yards, court-yards, paths, passages, trees, gardens, walls, fences, ditches, water, water-courses, sewers, drains, compounds, advantages of ancient or other rights, lights, liberties, privileges, easements, appendages and appurtenances, belonging or in anywise appertaining thereto or usually held, enjoyed or occupied therewith or reputed to belong or be appurtenant thereto or known as part parcel or member thereof **AND** the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and all the estate, right, title, interest, property, claim and demand whatsoever both at law and in equity of the Vendor and the confirming Party into and upon the said Property or any part thereof **AND** all deeds, pattahs, muniments, evidences of title and writings whatsoever which exclusively relate to the said property and every part thereof and which now are or is or at any time hereafter shall or may be in possession, custody or power of the Vendors or any person or persons from whom the Vendor may procure the same without action or suit and the benefits of all covenants for production of all title deeds **TO HAVE AND TO HOLD** the said property or any part thereof granted, conveyed, transferred, assigned and assured or expressed or intended so to be inclusive of the rights or free and uninterrupted passage or running water, soil, gas and electricity through the sewers, water courses, drains, cables, pipes and wires which now are or may at any time hereinafter be in under or passing

through the building or any part thereof unto and to the use and benefit of the purchaser absolutely and forever free from all encumbrances and liabilities whatsoever AND the Vendor doth hereby covenant and agree to and with the Purchaser that **NOTWITHSTANDING** any act, deed, matter or thing by the Vendor made done, committed, executed or knowingly permitted or suffered to the contrary, the Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be for a perfect and indefeasible estate of inheritance without any manner or condition or other thing whatsoever to alter, defeat, encumber and made void the same **AND THAT** **NOTWITNSTANDING** any act, deed, matter or thing the Vendor and the Confirming Party have now in themselves good right full power and lawful and absolute authority by these presents to grant, transfer, convey, assign and assure unto and to the use and benefit of the Purchaser the said Unit and every part thereof absolutely and in the manner aforesaid free from all encumbrances and liabilities whatsoever **AND** that the Purchaser shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents, issues and profits thereof without lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or any person or persons law-fully or equitably claiming through under or in trust for the Vendor **AND** that free and clear freely and clearly and absolutely acquitted, exonerated and discharged from or by the

Vendor and well and effectually saved, defended, kept harmless and indemnified of from and against all and all manner of former or other rights, titles, interests, liens, charges and encumbrances whatsoever created, made, done, occasioned or suffered by the Vendor or any person or persons rightly claiming and/or to claim through under or in trust for them **AND** that the said property is not affected by any attachment, including attachment under any certificate, case or proceedings, started at the instance of the Income Tax Authorities under the Public Demand Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the Vendor and/or the Confirming Party for realisation of any arrears of Income Tax or Estate Duty or other taxes and dues or otherwise under Public Demand 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 Kolkata Municipal Corporation or the Kolkata Metropolitan Development Authority or the Government or any other Public body or Authority **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 the said property or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever **AND** that there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Vendor to grant, transfer, convey, sell

assign or assure the said Unit in favour of the Purchaser in the manner aforesaid **AND FURTHER** that the Vendor and/or Confirming Party and all persons having lawfully or equitably claiming right any estate, right, title, interest use, trust, property, claim and demand whatsoever of in to open and out of the said Unit from, under or in trust for them, shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the Purchaser make, do execute and perfect or cause to be made done, executed and perfected, all such further and other assurances, acts, deeds, matters and things whatsoever for further, better and more perfectly and absolutely assuring, conveying and confirming the said Unit unto and to the use and benefit of the Purchaser forever in the manner aforesaid as the said Purchaser shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the land containing by estimation an area of 3061.00 Square meters (46.23 Cottahs approximately) be the same a little more or less situate lying at and being Premises No. 30, Shakespeare Sarani, P.S. Shakespeare Sarani, Ward No. 63, in the town of Kolkata, butted and bound in the manner following i.e. to say-

On the North	: By Shakespeare Sarani
On the East	: Partly by 32, Shakespeare Sarani and partly by 8 and 8/1/1, Loudon Street
On the South	: By 7, Moira Street
On the West	: By 28, Shakespeare Sarani

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

SIGNED, SEALED & DELIVERED for
and on behalf of BATA INDIA LIMITED
at Kolkata in the presence of :

Agm chawla
Advocate
(ARJUN CHAWLA)
346 Lawyer's Chambers
Delhi High Court
N. Delhi

SIGNED, SEALED & DELIVERED for
and on behalf of KND ENGINEERING
TECHNOLOGIES LIMITED at Kolkata

in the presence of : *Agm chawla*
ARJUN CHAWLA

Bilip Kumar Acharya
72, Rafi Ahmed Kidwai Road
Kolkata - 700016

SIGNED, SEALED & DELIVERED for
and on behalf of CORPORATE SERVICE
APARTMENTS HOTELS PRIVATE LIMITED

at Kolkata in the presence of :

Agm chawla
Bilip Kumar Acharya

For BATA INDIA LIMITED

Rajeev Chhabra
Constituted Attorney
(RAJEEV-CHHABRA)

For KND Engineering Technologies Ltd.

Pessi N. Dadina
Director

(PESSI N. DADINA)

Corporate Service Apartments Hotels Pvt. Ltd.

Vinay Kumar Dewan
Director

(VINAY KUMAR DEWAN)

RECEIVED of and from the abovenamed

Purchaser the withinmentioned sum of

Rs. 43,00,00,000/- (Rupees Forty-three Crores)

only being the full consideration:

Rs.43,00,00,000/-

MEMO OF CONSIDERATION

Through Kotak Bank on June 29, 2007	Rs. 10,00,00,000/-
Through Kotak Bank on July 19, 2007	Rs. 4,00,00,000/-
Through HSBC Bank on July 24, 2007	Rs. 6,00,00,000/-
Through HSBC Bank on July 25, 2007	Rs. 6,00,00,000/-
Through HSBC Bank on August 8, 2007	Rs. 6,00,00,000/-
Through HSBC Bank on August 10, 2007	Rs. 1,00,00,000/-
Through HSBC Bank on August 16, 2007	Rs. 10,00,00,000/-
	<hr/>
	Rs.43,00,00,000/-

(Rupees Forty-three Crores only)

WITNESSES:

Signature

For **KND Engineering Technologies Ltd.**

Signature

Director

Dilip Kumar Acharya

Drafted by me

Signature
(Tarun Aich)

Advocate

High Court, Calcutta

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-06208 of :2009
(Serial No. 04245, 2009)

18/06/2009

Registration(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 14.45 hrs on :18/06/2009, at the Private residence by Pessi N Dadina, one of the Executants.

Session of Execution(Under Section 58)

Registration is admitted on 18/06/2009 by

1. Pessi N Dadani, Director, Knd Engineering Technologies Ltd, 71 Hospital St, Kolkata, 700072, profession :Business
 2. Rajeev Chhabra, Attorney, Bata India Ltd, Bata House 418 -2 Sec 17, Gurgaon Mehrauli Rd, 122002, profession :Business
 3. Vinay Kr Dewan, Director, Corporate Service Apart Hotels Pvt Ltd, C-104 Defence Colony N Delhi, 110024, profession :Business
- Witnessed By Arjun Chawla, son of . . H C Cal 700001 Thana: Harest, by caste Hindu, By Profession :Advocate

Name of the Registering officer :Tarak Baran Mukherjee
Designation :ADDITIONAL REGISTRAR OF
ASSURANCES-II OF KOLKATA

19/06/2009

Amount of Fees:

Stamp duty paid in rupees under article : A(1) = 4729989/- , E = 7/- on:19/06/2009

Statement of Market Value(WB PUVI rules 1999)

It is stated that the market value of this property which is the subject matter of the deed has been assessed at Rs- 30000/-

It is stated that the required stamp duty of this document is Rs 30100010 /- and the Stamp duty paid as: Impresive Rs-

Name of the Registering officer :Tarak Baran Mukherjee
Designation :ADDITIONAL REGISTRAR OF
ASSURANCES-II OF KOLKATA



[Signature]
[Tarak Baran Mukherjee]
ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA

Govt. of West Bengal 20/6/09

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-06208 of :2009
(Serial No. 04245, 2009)

20/06/2009

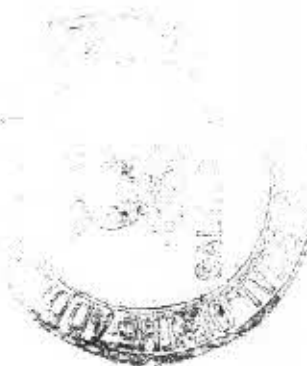
ificate of Admissibility(Rule 43)

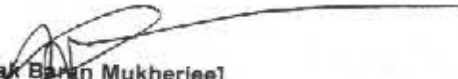
ssible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,5
ian Stamp Act 1899.

It stamp duty

It stamp duty Rs 30099200/- is paid, by the draft number 167585, Draft Date 18/04/2009 Bank Name State Bank Of
KOLKATA, received on :20/06/2009.

Name of the Registering officer :Tarak Baran Mukherjee
Designation :ADDITIONAL REGISTRAR OF
ASSURANCES-II OF KOLKATA




[Tarak Baran Mukherjee]
ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA

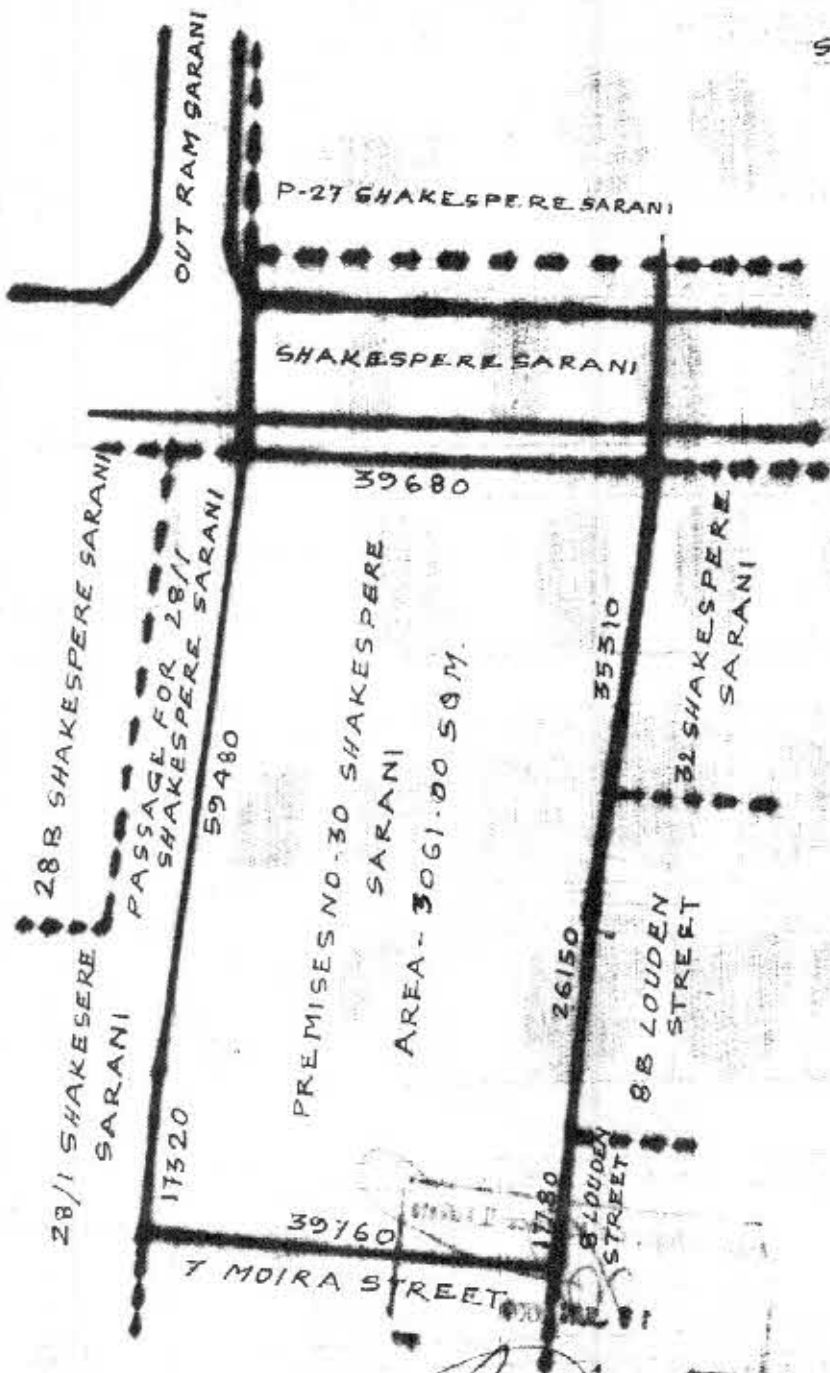
Govt. of West Bengal

20/6/09

**SITE PLAN OF PREMISES NO- 30,
SHAKESPEARE SARANI, KOLKATA,
WARD NO- 62, HO-CHANDRANAGAR SARANI,**

AREA OF LAND- 3061.00 SQUARE METERS

SCALE = 1:600



BATA INDIA LIMITED

Constituted Attorney

Corporate Service Apartments Hotels Pvt. Ltd.

Director

SIG. OF VENDOR

SIG. OF CONFIRMING
PARTY

SIG. OF PURCHASER

SKETCH BY
S. Samanta.

SPECIMEN FORM FOR TEN FINGER PRINTS

TO *Rehab*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

TO *Miss J. Johnson*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

TO *Mr. [illegible]*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

TO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

@@@@@@@@@@@@@@@@@@@@
DATED THIS 18th DAY OF June 2009
@@@@@@@@@@@@@@@@@@@@

BETWEEN
Bata India Limited
AND
KND Engineering Technologies Ltd.
And
Corporate Service Apartments Private
Limited

DEED OF CONVEYANCE

Mukherjee & Biswas
Solicitors & Advocates
10, Old Post Office Street
Kolkata-700 001.

