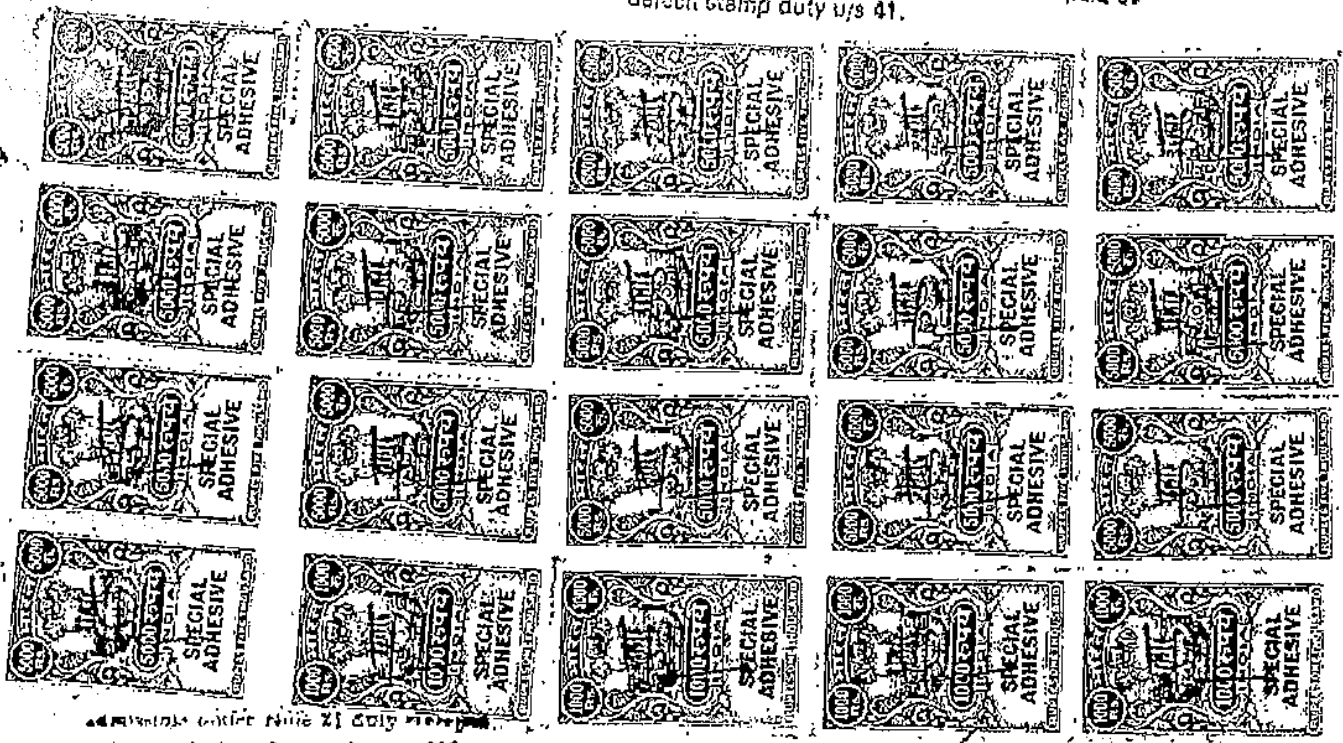


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SBI. 1 St. Br Cal colln
Cheque No 404446 dt 28-6-95
for Rs. 88500/- has been paid as
deficit stamp duty u/s 41.



under the Indian Stamp Act-1899
as amended by VI & VII
Stamp Act 1958 Defect 'A' fees Rs. 8118/-
Subsequently...
and Section 82 (1) of the
Stamp Act-1911
Total Rs. 1,72,680

1,43,820
28,760
80
1,72,680

84100
Receipt No. 225463
6719543, 820
28,760
1,72,680
84100
88480
88500

STAMP AFFIXED BY
STAMP SUPERINTENDENT,
CALCUTTA COLLECTOR

Asst. Registrar of Assurance,
Calcutta, No-1 31-3-95



THIS INDENTURE OF CONVEYANCE made this 31st day of March
One thousand nine hundred ninety five BETWEEN METALS CENTRE
LIMITED a Company incorporated under the Companies Act, 1956
and having its Registered Office at 52/2 Ballygunge Circular
Road, Calcutta-700019 hereinafter called the "VENDOR" (which
expression shall unless excluded by or repugnant to the
subject or context be deemed to mean and include its successor

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E 14
9 55
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A 7689
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Sale Conf. Agree
7-00000

Admin
12/3/98

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Presented for Registration at 2/25
to the Calcutta Registration Office
in the 31st day of May 1995

By Ashok Chand Lahariya
for the Members

~~Asst. Registrar of Companies~~
Calcutta
31-3-95

Ashok Chand Lahariya
is member for Buckleburgh
Industries Ltd of 2/25 Land
Office No Calcutta

FOR BUCKLEBURGH INDUSTRIES LIMITED

(ASHOK CHAND LAHARIYA)
(DIRECTOR)

FOR METALS CENTRE LTD.

DIRECTOR

Saraj Agarwal
Advocate Calcutta



Identified by me
Saraj Agarwal
Advocate
Calcutta

Found representative of the
company to be disclosed etc.

or successors and assigns) of the FIRST PART, BUCKINGHAM INDUSTRIES LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at 2/7 Sarat Bose Road, Calcutta-700020 hereinafter called the "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the SECOND PART; AND SHRI ADITYA JAJODIA son of Shri Krishna Kumar Jajodia residing at B/6 Basant Marg, New Delhi-110057 by Creed Hindu by Occupation Business hereinafter called the "PURCHASER" (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 assigns) of the THIRD PART.

W H E R E A S :

1. One Charles Edward Grey was seized and possessed of a piece or parcel of land containing an area of 15 Bighas 7 Cottahs 10 Chittacks and 10 Square feet being premises No.98, Tollygunge Circular Road, Calcutta.

2. By a Deed of Conveyance dated the 4th March 1911 the said Charles Edward Grey for the consideration therein mentioned sold and conveyed to Bhupendra Nath Bose a piece or parcel of Mourashi Mokurari land measuring 4 Bighas more or less being a portion of the said premises No.98, Tollygunge Circular Road, Calcutta absolutely and forever.

3. By another Deed of Conveyance dated the 9th April 1914 the said Bhupendra Nath Bose for the consideration

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Ashoke Ghosh as Director
for Metals Centre Ltd
5/2 Ballygunge Circular
Road

For METALS CENTRE LTD.

Ashoke Ghosh

DIRECTOR

12/3/95

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Sanjay Agarwal Advocate
Cal.



Sanjay Agarwal

Asst. Registrar of Assurances

Calcutta, No-1

12-7-95

Identified by me

Sanjay Agarwal

Advocate

Calcutta



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therein mentioned sold and conveyed to Percival Paul Chater Manuk a piece or parcel of land measuring 1 Bigha 14 Cottahs 6 Chittacks and 16 Square feet more or less being the Northern portion of premises No.98/1, Tollygunge Circular Road (formerly No.98, Tollygunge Circular Road) Calcutta absolutely and forever.

4. After purchasing the aforesaid land the said Percival Paul Chater Manuk constructed a two storied building on the said piece or parcel of land which was subsequently assessed and numbered by the then Corporation of Calcutta as premises No.3, Alipore Park and thereafter as premises No.30, Alipore Park Road and after that again as premises No. 3, Alipore Park, Calcutta.

5. By another Indenture of Conveyance dated the 15th June, 1918 made between the said Percival Paul Chater Manuk therein referred to as the Vendor of the One Part and Nader Chand Mullick, Nanda Dulal Mullick and Makhanlal Mullick therein jointly referred to as the purchasers of the Other Part and registered at the Office of the Registrar of Assurances at Calcutta in Book No.I Volume No.63 Pages 188 to 199 Being No.2533 for the year 1918 the Vendor therein for the consideration therein mentioned sold granted transferred and conveyed unto the purchasers therein the said message tenement and dwelling house land and hereditaments being premises No.3, Alipore Park, Calcutta absolutely and forever free from all encumbrances whatsoever.

6. By a Deed of Partition dated the 17th January, 1941 made between the said Nader Chand Mullick therein referred to as the party of the First Part, the said Nanda Dulal Mullick





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9. On or about the 8th December, 1976 the said Smt. Durgesh Nandini Dassi died after leaving a Will dated the 20th August, 1971 whereby she appointed her son the said Madan Lal Mullick as the Executor of her said Will and she bequeathed all her properties, moveable and immoveable, including her undivided one half share in the said messuage tenement and dwelling house land and hereditaments being premises No.24/3, Alipore Road, Calcutta to her grandson Sankar Lal Mullick absolutely and forever.

10. The said Last Will and Testament of the said Late Smt. Durgesh Nandini Dassi was duly proved in the City Civil Court at Calcutta and probate thereof was granted to the said Madan Lal Mullick on 4th January 1985 in Probate Case No.117 of 1983 and in course of the administration of the estate of the said Smt. Durgesh Nandini Dassi deceased the said Executor assented to the legacy to the said Sankar Lal Mullick.

11. Thus the said Madan Lal Mullick and Sankar Lal Mullick were jointly seised and possessed of the said messuage tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road within the municipal limits of the City of Calcutta each having an undivided one equal half part or share in the same.

12. By an Indenture of Conveyance dated the 17th August 1990 made between the said Sankar Lal Mullick therein referred to as the Vendor of the One Part and the said Metals Centre Limited the Vendor herein and therein referred to as the Purchaser of the Other Part and registered at the Office of the Registrar of Assurances at Calcutta in Book No.1 Being

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Adm. Registrar of Assurances

Deed No.15084 for the year 1990 the Vendor therein for the consideration therein mentioned sold granted transferred and conveyed unto the Purchaser therein all that an undivided one-eighteenth part or share of and in the said messuage tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta more particularly described in the First Schedule thereunder written and intended to be hereby conveyed to have and to hold the same unto the Purchaser therein absolutely and forever subject however to the said Indenture of Lease dated the 14th December 1971.

13. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to an undivided one-eighteenth part or share of and in the said messuage tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta free from all encumbrances whatsoever but subject to the said Indenture of Lease dated 14th December, 1971.

14. The Vendor agreed to sell and the Confirming Party agreed to purchase the said undivided one-eighteenth part or share of and in the said messuage tenement and dwelling house land and hereditaments being premises No.24/3, Alipore Road, Calcutta together with the inheritance thereof free from all mortgages, charges, liens, lispendens, attachments and encumbrances whatsoever subject however to the said in part recited Indenture of Lease dated 14th December, 1971 at or for the price or the sum of Rs.7,00,000/- (Rupees Seven lakhs only).

15. Pursuant to the said Agreement the Confirming Party has paid the full consideration money for the said undivided





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Addl. Registrar of Assurances
Calcutta

therein referred to as the party of the Second Part and the said Makhanlal Mullick therein referred to as the party of the Third Part and registered at the Office of the Registrar of Assurances at Calcutta in Book No.I Volume No.14 Pages 188 to 207 Being No.119 for the year 1941 the parties thereto had partitioned their several joint immoveable properties in the manner therein mentioned and on such partition the said messuage tenement and dwelling house land and hereditaments being premises No.24/3, Alipore Road (formerly No.3, Alipore Park), Calcutta more particularly described in Lot B of the Schedule therein mentioned was inter alia allotted to the said Nanda Dulal Mullick in severalty absolutely.

7. On or about 27th July 1945 the said Nanda Dulal Mullick died intestate leaving him surviving his widow Smt. Durgesh Nandini Dassi and his only son Madan Lal Mullick as his only heir, heiress and legal representatives who had jointly inherited inter alia the said messuage tenement and dwelling house land and hereditaments being premises No.24/3, Alipore Road, Calcutta in equal one half share.

8. By a Deed of Lease dated the 14th December, 1971 registered at the office of the Registrar of Assurances at Calcutta in Book No.I Volume No.133 Pages 117 to 118 Being No.4935 for the year 1971 the said Smt. Durgesh Nandini Dassi and Madan Lal Mullick demised unto the Lessee therein the said messuage tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta for a period of 22 years commencing from 14th December, 1971 and expiring on 30th November, 1993 at the rent and on the terms and conditions therein contained.



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one-eighteenth part or share of and in the said message tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta to the Vendor but no formal Deed of Conveyance has so far been executed by the Vendor in favour of the Confirming Party.

16. The Vendor further agreed that upon payment of the full consideration money to the Vendor the Vendor shall execute a proper Deed of Conveyance in respect of the said undivided one-eighteenth part or share of and in the said message tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta in favour of the Confirming Party or its nominee or nominees.

17. In pursuance of the said Agreement the Confirming Party has nominated the Purchaser as the Purchaser of the said undivided one-eighteenth part or share of and in the said message tenement and dwelling house land and hereditaments being premises No.24/3 Alipore Road, Calcutta and has requested the Vendor to execute the necessary Deed of Conveyance in favour of the Purchaser to which the Vendor has agreed.

NOW THIS INDENTURE WITNESSETH as follows:-

1. That in pursuance of the said agreement and in consideration of the said sum of Rs.7,00,000/- (Rupees Seven lakhs only) of good and lawful money of the Union of India already paid by the Confirming Party to the Vendor and reimbursed by the Purchaser to the Confirming Party (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and



Registrar

from the same and every part thereof doth hereby acquit release and forever discharge the said undivided one-eighteenth part or share of and in the said messuage tenement and dwelling house land hereditaments and premises as well as the Purchaser) THEY the Vendor doth hereby sell grant transfer and convey and the Confirming Party doth hereby confirm and assure unto the Purchaser ALL THAT an undivided one-eighteenth part or share of and in ALL THAT brick built messuage tenement and dwelling house land and hereditaments being premises No:24/3, Alipore Road, Calcutta and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the said property) OR HOWSOEVER OTHERWISE the said property now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER WITH all boundary walls areas sewers drains ditches paths passages water water-courses and all manner of ancient and other lights rights liberties easements privileges advantages emoluments appendages and appurtenances whatsoever to the said property belonging or in anywise appertaining thereto or any part thereof or with which the same now are or is or at any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto AND all the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the estate right title interest claim use inheritance trust possession property or demand whatsoever of the Vendor both at law or in equity in to and upon the said property TOGETHER WITH all deeds pattahs muniments writings and other evidences of title exclusively relating to the said property or any part thereof which now are or is or at any time or times hereafter shall or



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Addl. Registrar of Assurances
Calcutta, No-1

may be in the possession power custody or control of the Vendor or any person or persons from whom the Vendor can procure the same without any suit or action at law or in equity TOGETHER with the benefit of the covenant for production of title deeds relating to the said property as contained in the said in part recited Indenture of Conveyance dated 17th August, 1990 TO HAVE AND TO HOLD the said property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever subject however to the said in part recited Indenture of Lease dated the 14th December 1971.

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

(a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor to the contrary the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold granted transferred and conveyed as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever subject however to the said in part recited Indenture of Lease dated the 14th December 1971.

(b) That the Vendor has good right full power and absolute and indefeasible authority to sell grant transfer and convey the said property

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Addl. Registrar of Assurances
California, No. 1

and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

(c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon and hold occupy and enjoy the said property and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from through under or in trust for the Vendor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendor.

(d) That the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and



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Adtl Registrar of Assurance
Calcutta, No-1

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execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold granted transferred and conveyed and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

3. The Confirming Party doth hereby covenant with the Purchaser that the Confirming Party has not at any time heretofore done, executed or knowingly suffered or been party or privy to any act deed or thing whereby the said property or any part thereof are is or may be affected or encumbered in title, estate or otherwise or whereby the Confirming Party is preventing from nominating the Purchaser in the manner aforesaid.

THE SCHEDULE ABOVE REFERRED TO:



ALL THAT an undivided one-eighteenth part or share containing an area of 1 Cottah 14 Chittacks and 25 Square Feet be the same a little more or less of and in ALL THAT partly two storied and partly three storied main building and three one-storied out houses with dwelling units, garages, pump room, etc. all constructed before 1976 together with a piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built situate lying at and being premises No.24/3, Alipore Road within the municipal limits of the town of Calcutta within the Collectorate of Alipore in Holding No.98/1 Police Station Alipore (formerly



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Addl. Registrar of Assurances
Calcutta, No-1

Tollygunge) Sub-Registration Office Alipore in the District of
24 Parganas (South) and butted and bounded as follows:-

On the North : By Alipore Road, Calcutta;
On the East : By premises No.24/2 Alipore
Road, Calcutta;.
On the South : Partly by premises No.2 Alipore
Road, Calcutta and partly by
Ronaldsay Road, Calcutta;
On the West : By premises No.24/4 Alipore
Road, Calcutta.





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Addl. Registrar of Assurances
Calcutta No-1

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

THE COMMON SEAL of the said METALS CENTRE LIMITED hath hereunto been affixed by Sri Ashoke Chakraborty one of the Directors of the Company pursuant to the Resolution of the Board of Directors dated 15th March, 1995 at Calcutta in the presence of:

Shraddeep Sengupta
BUSINESS
606 BLOCK O NEW ALIPORE-CAL-53

Saroj Agawal
Advocate
9, Old Post Office Street
Calcutta-700001

THE COMMON SEAL of the said BUCKINGHAM INDUSTRIES LIMITED hath hereunto been affixed by Sri Ashok Chand Laha one of the Directors of the Company pursuant to the Resolution of the Board of Directors dated 16th Feb. 1995 at Calcutta in the presence of:

Saroj Agawal
Advocate
9, Old Post Office Street
Calcutta-700001
Shraddeep Sengupta

For METALS CENTRE LTD.
Ashoke Chakraborty
DIRECTOR

For BUCKINGHAM INDUSTRIES LIMITED

(ASHOK CHAND LAHA)
DIRECTOR



Adml. Registrar of Assurances,
Calcutta, No-1

RECEIVED of and from the within named
 Purchaser the within mentioned sum of
 Rs. 7,00,000/- (Rupees Seven lakhs only)
 being the full consideration money
 within expressed to have been paid by
 them to us as follows:

Rs. 7,00,000/-

 Rs. 7,00,000/-
 =====

(Rupees Seven lakhs only)

MEMO OF CONSIDERATION

By cheque No. 373671 dated
 9.3.1992 drawn on And
 Grindlays Bank Plc. by Khaitan
 & Co. in favour of the
 Vendor for _____

Rs. 7,00,000.00

 Total: Rs. 7,00,000.00

(Rupees Seven Lakhs only)

Witnesses:-

Baroj Agarwal
 Tradeep Centre

FOR METALS CENTRE LTD.

Ashtoke Chakr,
 DIRECTOR



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A-61, Registrar of Assurances
Calcutta, No-1

Volume No. 22
Pages 222 to 238
Being No. 237
of the year 1995

DATED THIS 31st DAY OF March 1995

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BETWEEN

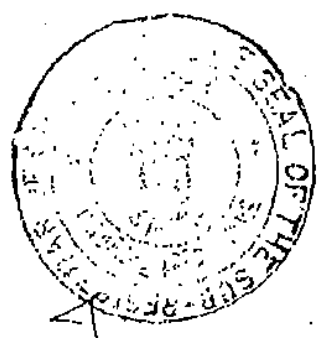
METALS CENTRE LIMITED
..... Vendor

AND

BUCKINGHAM INDUSTRIES LIMITED
..... Confirming Party

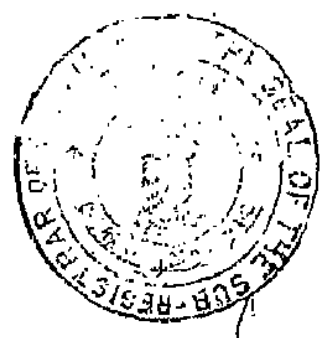
AND

SHRI ADITYA JAJODIA
..... Purchaser



Addl. Registrar of Assurances
Calcutta, No-1
21/4/95

INDENTURE OF CONVEYANCE



Addl. Registrar of Assurances
Calcutta, No-1
31-3-95

KHAITAN & CO.
Advocates
9, Old Post Office Street
Calcutta-700001.