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Handwritten notes and signatures:
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 S.B.I. *Loorice*
 Cheque Nos. 111802
 dated 27.12.04 for
 Rs. 27710.20
 has been deposited in the a/c.

THIS INDENTURE made this the 31st day of December.

Two Thousand and Four BETWEEN TYRE CORPORATION OF INDIA LIMITED a Government of India Company Enterprise having its registered office situated at No.19 Jawaharlal Nehru Road, Kolkata - 700087 hereinafter referred to as the VENDOR (which term or expression shall unless excluded by or there be something repugnant to the subject

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or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the ONE PART AND M/S. MAHAKOSH PROPERTY DEVELOPERS having its place of business at No.610, Tulsiani Chambers, Nariman Point, Mumbai - 400021 and also having its office at 28B, Shakespeare Sarani, Neelambar Building, Kolkata - 700 017, hereinafter referred to as the PURCHASER (which term or



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expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the OTHER PART.

WHEREAS:

1. One Ahmed Buland Akhtar was solely and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to



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All that the piece and parcel of land measuring 7 Bigha, 5 Chittaks, together with structure standing thereon situate lying at and being premises no. 4, Paymental Garden Lane (formerly No.3, Paymental Garden Lane) under police station Entally now Tangra in the town of Calcutta (morefully and particularly mentioned and described in Part - I of the Schedule hereunder

written and hereinafter referred to as the said premises no. 4, Paymental Garden Lane).

2. By an Indenture dated 16th April, 1958 and registered with the Sub-Registrar Sealdah in Book No. I, Volume No. 21 at Pages 255 to 265, Being No.872 for the year 1958 the said Ahmed Buland Akhtar for the consideration mentioned therein sold conveyed transferred assigned and assured unto and in favour of the National Rubber Manufacturers Limited ALL THAT the said premises No.4, Paymental Garden Lane.
3. One Basanta Kumar Dutta, Bidyut Kumar Dutta, Ramani Kumar Dutta, Prodyut Kumar Dutta, Ranjit Kumar Dutta, Achyut Kumar Dutta and Belarani Dutta alongwith her minor sons Jayanta Kumar Dutta, Prasanta Kumar Dutta and Susanta Kumar Dutta (hereinafter collectively referred to as the DUTTAS) prior to the year 1953 were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the pieces and parcels of land situate lying at and being Premises No.6 Paymental Garden Lane, and premises No.8, Paymental Garden

Lane, Calcutta

3.1 In pursuance of a Deed of Partition dated 16th December 1953 and registered with the office of the Sub-Registrar, Sealdah in Book No.I, Volume No.50, Pages 75 to 87, Being No. 2690 for the year 1953 and made between DUTTAS (hereinafter referred to as the DEED OF PARTITION) the said Basanta Kumar Dutta became the sole owner and/or was absolutely allotted with ALL THAT the various pieces and parcels of Land containing by estimation an area of 3 Bigha 1 Cottah 1 Chittack (be the same a little more or less) TOGETHER WITH the all structures standing thereon situate lying at and being Premises No.6, Paymental Garden Lane, P. S. Entally now Tangra in the town of Calcutta (more fully and particularly mentioned and described in the Schedule thereunder written and also Part-II of the Schedule hereunder written) and the said Ramani Kumar Dutta became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 1 Bigha (be the same a little more or less) being the divided and demarcated Eastern Portion of Premises No.8, Paymental Garden Lane, Calcutta (hereinafter referred to as the EASTERN PORTION) and the said Prodyut Kumar Dutta, Ranjit Kumar Dutta, Achyut Kumar Dutta and Belarani Dutta, alongwith her

said minor sons namely Jayanta Kumar Dutta, Prasanta Kumar Dutta and Susanta Kumar Dutta and absolutely allotted with ALL THAT the divided and demarcated Western Portion of Premises No.8, Paymental Garden Lane, Calcutta (hereinafter referred to as the Western Portion) containing by estimation an area of 14 Cottahs 7 Chittacks (be the same a little more or less).

4. By a Deed of Conveyance dated 28th July, 1962 and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.100 at pages 249 to 263, Being No. 3954 for the year 1962 the said Ramani Kumar Dutta for the consideration mentioned therein sold, conveyed, transferred, assigned and assured unto and in favour of one Anil Kumar Sarkar Prafulla Kumar Guha and Smt. Anjana Basu ALL THAT the said Eastern Portion of the said premises no. 8, Paymental Garden Lane.
5. By another Deed of Conveyance dated 28th July, 1962 and registered with the Registrar of Assurances Calcutta in Book No.I, Volume No.111 at Pages 225 to 240 Being No.3955 for the year 1962 the said Prodyut Kumar Dutta, Ranjit Kumar Dutta, Achyut Kumar Dutta, Belarani Dutta for self and as a certified guardian

of her minor sons said Jayanta Kumar Dutta, Prasanta Kumar Dutta and Susanta Kumar Dutta jointly sold conveyed transferred assigned and assured unto and in favour one Ashatosh Basu All That the said Western portion.

6. By another Deed of Conveyance dated 28th July, 1962 and registered with the Registrar of Assurances, Calcutta in Book No. I, Voume No. 36 at pages 199 to 213 Being No. 1935 for the year 1962 the said Basanta Kumar Dutta for the consideration mentioned therein sold conveyed transferred assigned and assured unto and in favour of the said Anil Kumar Sarkar, Prafulla Kumar Guha and Smt. Anjana Basu ALL THAT the said premises no. 6, Paymental Garden Lane.
7. In the events as recited hereinabove the said Anil Kumar Sarkar, Prafulla Kumar Guha and Smt. Anjana Basu became the Owners of ALL THAT the Premises No.6, Paymental Garden Lane and the Eastern Portion of Premises No. 8, Paymental Garden Lane and the said Ashatosh Basu became absolutely entitled to the Western Portion of Premises No. 8, Paymental Garden Lane, Calcutta.

8. By a Registered Deed of Conveyance dated 16th Janaury 1963 and registered with the Office of the Sub-Registrar, Sealdah in Book No. 1, Volume No. 11, Pages 69 to 86, Being No. 267 for the year 1963 the said Ashatosh Basu, Anil Kumar Sarkar, Prafulla Kumar Guha and Smt. Anjana Basu therein collectively referred to as the Vendors of the One Part and National Rubber Manufacturers Limited therein referred to as the Purchaser of the Other Part the said Ashatosh Basu and others jointly sold transferred and conveyed All That their respective portion of land acquired by them respectively as recited above into or upon ALL THAT the Municipal Premises No. 6, Paymental Garden Lane, Calcutta and in the Western Portion and Eastern Portion of Premises No.8, Paymental Garden Lane, Calcutta being the entirety of premises No.8, Paymental Garden Lane, Calcutta unto and in favour of the said National Rubber Manufacturers Limited.
9. By another registered Deed of Conveyance dated 24th October 1967 and made between Pranlal Bhogilal and Ambalal C Patel both being Trustees of a Public Charitable Trust known as Bombay Charity Trust therein collectively referred to as the Vendors of the One Part and National Rubber Manufacturers

Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Registrar of Assurances, Calcutta in Book No.1 Volume No. 122 Pages 180 to 189 Being No. 5651 for the year 1967 the said National Rubber Manufacturers Limited for the consideration mentioned therein purchased and acquire **ALL THAT** the various pieces and parcels of revenue redeemed land together with all structures standing thereon containing by estimation 28 (twenty eight) Bighas 3 (three) Cottahs 1 (one) Chittack 3 Sq.ft. (be the same a little more or less) being Premises No. 54/10 (formerly portion of No. 54/10) premises No.54/10/1 (formerly 54/10/1A and 54/10/1B and Premises No.54/10/1A (formerly remaining portion of 54/10) Debendra Chandra De Road (formerly known as Chingrighatta Road) Calcutta Now also known as premises No. 54/10 and 54/10/1, Debendra Chandra De Road, Kolkata 700 015 (more fully and particularly mentioned and described in the Schedule thereunder written and also in Part IV and V of the Schedule hereunder written).

10. By the reasons hereinabove recited the said National Rubber Manufacturers Limited became the **Sole Owner of ALL THAT** the

said premises No. 4, Paymental Garden Lane, Premises No. 6,

Paymental Garden Lane, premises No. 8, Paymental Garden Lane, and premises No. 54/10 and Premises No.54/10/1, Debendra Chandra De Road, all under Police Station Tangra in the Town of Kolkata 700015.

11. *Uchch* ✓ In pursuance of an Ordinance dated 14th February, 1984 ~~(published in a Notification dated 15th February, 1984, New Delhi)~~

Uchch the Government of India took over the undertaking of Inchek Tyres Limited and the National Rubber Manufacturers Limited *under a notification dated 15th February 1984, New Delhi* and the said two undertakings vested in favour of Andrew Yule and Company Limited till formation of a new Government Company to be known as Tyre Corporation of India Limited.) *BN Mukherjee*

12. Upon the incorporation of Tyre Corporation of India Limited on 24th February, 1984 all the properties and assets including the right title interest of National Rubber Manufacturers Ltd., into or upon the said premises namely Premises No.6 Paymental Garden Lane, and No. 8, Paymental Garden Lane, Premises No.54/10, Debendra Chandra Dey Road, and Premises No.54/10/1, Debendra Chandra Dey Road, all in the town of Calcutta stood vested and/or transferred unto and in favour of Tyre Corporation of India Limited by virtue of the said Ordinance.)

13. For the purpose of industrial activities of the Vendor namely Tyre Corporation of India Limited being a Government of India Company, the Government of India/Central Government requested the Government of West Bengal to acquire certain lands in pursuance or and/or under the provisions of Section 4 of the Land Acquisition Act 1894 (hereinafter referred to as the 1894 Act) and pursuant to a notification dated 30th September, 1988 Being No. 5478 L.A. (II)/5C-17/88 published on 12th October, 1988 in Extraordinary Calcutta Gazette acquired for and on behalf and on account of and for the benefit of the Vendor herein ALL THAT the piece and parcels of land containing by estimation 1.2908 hectares equivalent to 3.1896 acres (be the same a little more or less) comprising the North and Eastern portion of 12, Chingrighata Lane, North - Western portion of premises no. 13, Chingrighata Lane, entire premises no. 14, Chingrighata Lane except South - Western portion and entire premises No. 15, Chingrighata Lane all under Police Station - Tangra and in the town of Calcutta - 700 015 (morefully and paticularly mentioned and described in Part VI, VII, VIII and IX of the First Schedule hereunder written and hereinafter the said premises no. 12, Chingrighata Lane, premises no. 13, Chingrighata Lane,

premises no. 14, Chingrighata Lane and premises No. 15, Chingrighata Lane (Collectively referred to as the SAID ACQUISITION PREMISES) and the said acquisition was duly declared by the Government of West Bengal vide its declaration dated 18th May, 1989 Being No. 3548-LA (II)/5C - 19/88 which duly published on 22nd May, 1989 in Calcutta Extraordinary Gazette.

14. The Vendor from time to time made full payment of the amount of consideration for the purpose of acquiring the said Lands and the concerned authorities and/or the Government of West Bengal caused to be delivered possession of the said lands to the Vendor and as such the right title interest over and in respect of the said Lands has vested and/or continues to remain vested in the Vendor and the Vendor has been in uninterrupted and/or unobstructed possession of the said Lands and has from time to time made various constructions factory sheds godowns and other structures into or upon the said Lands.
15. The Vendor herein is thus solely and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to
FIRSTLY ALL THAT the said Premises No. 4 Paymental Garden

Lane AND SECONDLY ALL THAT the said Premises No. 6, Paymental Garden Lane, AND THIRDLY ALL THAT the said premises no. 8, Paymental Gardens Lane AND FOURTHLY ALL THAT the said Premises No.54/10, Debendra Chandra Dey Road and FIFTHLY ALL THAT the said premises No. 54/10/1, Debendra Chandra De Road SIXTHLY ALL THAT the said Premises No. 12, Chingrighata Lane AND Seventhly ALL THAT the said premises no. 13, Chingrighata Lane, AND EIGHTHLY ALL THAT the said Premises No.14, Chingrighata Lane AND NINETHLY ALL THAT the said premises No. 15, Chingrighata Lane (morefully and particularly mentioned and described in the Part - I, II, III, IV, V, VI, VII, VIII, IX of the First Schedule hereunder written and (hereinafter collectively referred to as the said TANGRA PREMISES/UNIT).

16. The Vendor had been carrying on the business of manufacture of Industrial Rubber products at the said Tangra Premises and from time to time constructed erected and completed various factory sheds, godowns, labour quarters, and also a common boundary wall in and around the entirety of the said premises and the said premises formed part of one single composite premises.

17. The Vendor having become a "sick unit" within the meaning of the Sick Industrial Companies (Special Provisions), Act 1985 Act had been referred to the Board for Industrial & Financial Reconstruction (BIFR) for reconstruction of the Company.
18. In pursuance of an order passed by BIFR dated 14-03-2001 BIFR constituted an Asset Sale Committee (hereinafter referred to as ASC) for sale and transfer of the said "Tangra Premises" including all Existing Plant and Machinery and moveable assets belonging to the Vendor.
19. The ASC in pursuance of the said Order dated 14.03.2001 and for sale of Tangra Premises along with its assets ASC invited the offers from the intending Purchasers by way of a Publication of an advertisement and/or a Sale notice which was published in the daily leading newspaper.
20. In pursuance of the said advertisements and/or Sale notices the Purchaser herein participated for acquiring the said Tangra Premises and all its Assets.

21. The price bids were opened on 27th February 2004 by the ASC and the offer given by the Purchaser herein was found to be the highest.
22. The said ASC accepted the offer of the Purchaser and confirmed the offer given by the Purchaser and recommended to BIFR for approval for sale and transfer of the said Tangra Premises and further recommended for grant of exemption under the Urban Land (Ceiling and Regulations) Act, 1976 and also for grant for necessary permission for change of the end use of the said Tangra Premises.
23. In pursuance of the recommendation of ASC, BIFR by an order dated 5.4.2004 granted necessary approval for sale and transfer of the said Tangra Premises unto and in favour of the Purchaser at and for a consideration of Rs.27,81,00,000/- (Rupees Twenty Seven Crores Eighty One lacs) only and also confirmed the recommendation as stated hereinabove for obtaining necessary exemption under the Urban land Ceiling & Regulation Act, 1976 and also for permission for change in the end use of the land forming part of the said Tangra Premises.

24. The Vendor has now agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the said 'Tangra Unit' as well as the lands forming part of the said premises including the Acquired Premises and/or the entirety of the right title interest of the Vendor into or upon the said Tangra Premises and/or the plants and machineries fitting and fixtures and other moveable assets "as is where is basis" at and for a consideration of Rs.27,81,00,000/- (Rupees Twenty Seven Crores Eighty One lacs) only.
25. Based on the information and papers made over by the Vendor to the Purchaser, the Vendor has examined the title deeds including the Deed of Conveyances dated 16th April, 1958, 15th January, 1963 and 24th October, 1967 and all other papers related to the said Acquisition thereto in possession of the Vendor and the Purchaser herein having satisfied itself regarding the title of the Vendor and has agreed not to raise any objections in respect thereof.

NOW THIS DEED WITNESSETH as follows :

- I. THAT in pursuance of the said order dated 14th March, 2001 passed by the BIFR and in pursuance of the said Sale Notice AND in

further consideration of the recommendation and approval by the BIFR and in further consideration of a sum of Rs.27,81,00,000/- (Rupees Twenty Seven Crores Eighty One lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser as well as the said Tangra Premises including its Assets hereby intended to be sold transferred and conveyed "as is where is basis") the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser absolutely and forever "as is where is basis"

FIRSTLY ALL THAT the said Premises No. 4 Paymental Garden Lane AND SECONDLY ALL THAT the said Premises No. 6, Paymental Garden Lane, AND THIRDLY ALL THAT the said premises no. 8, Paymental Gardens Lane AND FOURTHLY ALL THAT the said Premises Nos. 54/10, Debendra Chandra Dey Road and FIFTHLY ALL THAT THE said premises No. 54/10/1, Debendra Chandra De Road SIXTHLY ALL THAT the said Premises No. 12, Chingrighata Lane AND SEVENTHLY ALL THAT the said premises no. 13, AND EIGHTHLY ALL THAT the said Premises No.14, Chingrighata Lane AND

NINETHLY ALL THAT the said premises No. 15, Chingrighata Lane (hereinafter collectively referred to as the said TANGRA PREMISES) all under police station Tangra in the town of Kolkata - 700015, (morefully and particularly mentioned in Part - I, II, III, IV, V, VI, VII, VIII and IX of the First Schedule respectively hereunder written and hereinafter for the sake of brevity referred to as the said TANGRA PREMISES) AND TENTHLY ALL THAT the Assets of the said Tangra Premises including Plant, Machinery, vehicles, furnitures and fittings lying at the said Tangra premises (a short list will appear from the Second Schedule hereunder written) AND ELEVENTHLY ALL THAT the Sanitary and electrical fittings and all other moveable assets and/or properties lying into or upon the said Tangra Premises and hereinafter collectively said Tangra Premises and its Assets collectively referred to as the SAID PROPERTY) and/or the entirety of the right title interest of the Vendor into or upon the said Acquired Premises including the right of the Purchaser, if required to obtain the Deed of Conveyance and/or transfer in respect of the said Acquired Lands free from all encumbrances charges liens lispens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispens whatsoever OR HOWSOEVER OTHERWISE the said property or any part or portion thereof now is or

are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Property or any part or portion thereof belonging to or in anywise appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said PROPERTY and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said PROPERTY or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said PROPERTY or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or

control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said PROPERTY hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispensens whatsoever.

II. AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :

- (a) The Vendor is solely and absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to the said Property and every part thereof free from all encumbrances charges and liabilities of whatsoever nature.
- (b) The Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Property hereby

granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said PROPERTY or any part thereof in the manner as aforesaid.

- (c) AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owners of and/or otherwise well and sufficiently seized and possessed of and entitled to the said PROPERTY hereby granted sold conveyed transferred assigned assured 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.

- (d) AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in itself good right full and absolute power to grant sell convey transfer assure and

assign the said PROPERTY hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over physical possession of the said PROPERTY to the Purchaser herein and the Purchaser has received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the said Property.

- (e) AND THAT the Purchaser shall and may at all times hereafter at their own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of their predecessors in title or any one of them AND THAT the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless

and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said PROPERTY by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or its predecessors in title or any of them as aforesaid or otherwise AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the said PROPERTY upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.

- (f) AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said PROPERTY or any part thereof 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 make do acknowledge and execute all such acts deeds

matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said PROPERTY and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

- (g) AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Purchaser as the Constituted Attorney and/or Authorised Representative of the Vendor shall be entitled to obtain the Deed of Conveyance and/or transfer and/or any other deed documents instruments which may be necessary and/or required in respect of the said Acquired Lands and in the name of the Vendor and for the aforesaid purpose to sign and execute all deeds documents instruments and papers as may be necessary and/or required for the purpose of obtaining the Deed of Conveyance and/or Transfer of the said Acquired Premises.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART - I

ALL THAT the pieces and parcels of revenue free land together with the old dilapidated shed and structures standing thereon containing by estimation 7 (Seven) Bighas 5 (five) Chittacks (be the same a little more

or less) being Premises No. 4 Paymental Garden Lane.

PART - II

ALL THAT the piece and parcel of Revenue free land measuring 3 (Three) Bighas 1 (One) Cottah 1 (One) Chittack (be the same a little more or less) TOGETHER WITH old dilapidated shed and structures standing thereon situate lying at and being premises No.6, Paymental Garden Lane.

PART III

ALL THAT the piece and parcel of revenue free land measuring 1 (One) Bigha, 14 (Fourteen) Cottahs, 7 (Seven) Chittaks (be the same a little more or less) TOGETHER WITH the Old dilapidated shed and structure standing thereon situate lying at and being premises no. 8, Paymental Garden Lane.

PART - IV

ALL THAT the piece or parcel of revenue redeemed land or ground containing by estimation 16 (Sixteen) Bighas 11 (Eleven) Cottahs and 3 (Three) Sq.ft. (be the same a little more or less) TOGETHER WITH the old dilapidated shed and structures standing thereon situated lying at and being Premises No. 54/10, Debendra Chandra De Road.

PART - V

ALL THAT the pieces and parcels of land measuring 11 (Eleven) Bigha, 12 (Twelve) Cottahs and 1 (One) Chittaks (be the same a little more or less) TOGETHER WITH the structure standing thereon situate lying at and being premises no. 54/10/1, Debendra Chandra Dey Road.

PART - VI

ALL THAT the pieces and parcels of land measuring 19 (Nineteen) Cottahs, 7 (Seven) Chittaks 20 (Twenty) Sq.ft. (be the same a little more or less) TOGETHER WITH the Old dilapidated shed and structure thereon situate lying at and being a North and Eastern portion of premises no. 12, Chingrighata Lane.

PART - VII

ALL THAT the pieces and parcels of land measuring 10 (Ten) Chittaks 30 (Thirty) Sq.ft. (be the same a little more or less) situate lying at and being a North-Western portion premises no. 13, Chingrighata Lane;

PART - VIII

ALL THAT the pieces and parcels of land measuring 3 (Three) Bigha, 6 (Six) Cottahs 1 (One) Chittak 44 (Forty four) Sq.ft. (be the same a little more or less) TOGETHER WITH the Old dilapidated sheds

standing thereon situate lying at and being entire of premises No 14, Chingrighata Lane except a portion of South-Western side).

PART - IX

ALL THAT the pieces and parcels of land measuring 5 (Five) Bigha 6 (Six) Cottah 11 (Eleven) Chittaks 20 (Twenty) Sq.ft. (be the same a little more or less) TOGETHER WITH the Old dilapidated sheds standing thereon situate lying at and being entire of premises no. 15, Chingrighata Lane.

All the aforesaid premises situated under police station Tangra under the Additional District Sub-Registry Office - Sealdah under Ward No. 58 in the town of Kolkata - 700 015. The aggregating amount of the area of the aforesaid nine premises is 49 (Forty Nine) Bigha 11 (Eleven) Cottahs 13 (Thirteen) Chittaks 27 (Twenty Seven) Sq.ft. (be the same a little more or less). The premises No.4, Paymental Garden Lane, Premises No.6, Paymental Garden Lane, Premises No.8, Paymental Garden Lane, Premises No.54/10, Debendra Chandra Dey Road and Premises No.54/10/1, Debendra Garden Dey as shown in the Map or Plan annexed hereto and bordered in "RED" thereon and Premises No.12, Chingrighata Lane, Premises No.13, Chingrighata Lane, Premises No.14, Chingrighata Lane and Premises No.15, Chingrighata Lane, as also shown in the map or plan annexed hereto and bordered in "GREEN" thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO
(LIST OF THE ASSETS, PLANT, MACHINERY VEHICLES FITTINGS
AND FIXTURES)

| SI. NO. | PARTICULARS |
|---------|---|
| 01. | Various extrusions Plant & Machinery includes Banbury, Roll Mills, Braiding M/cs. Autoclaves with all, necessary accessories and Stores & Spares laying in shade and/or stores/godown building/s etc. |
| 02 | Various Hose making Plant & Machineries includes Roll Moll, extruder, curing stoves, spooling M/c. Oil pumps autoclaves, D/L. Presses, Grinders, Hose Making/Wrapping Tables/Racks with all necessary accessories and stores and spares lying in shade and/or stores/godown building/s |
| 03. | Various Hose & belting Plant & Machineries includes Banbury Roll, Mills, Bowl Calendars Extruders, Lead Press, Autoclaves, Lead Stripping m/cs. Braiding m/cs. Slab cutting m/cs. Cov. Making/repairing/Winding/molding m/cs. Cloth cutting M/cs. Cord dipping unit, V-belt making/curing autoclaves/curing Press/Rotocure, Skiving m/cs. Flipping m/cs. Cementing m/c. etc., with all necessary accessories and stores & spares lying in shade and/or stores/godown building/s. |

04. Various mixing & Premisesparatory Plant & Machinerics includes Banburys, Roll Mills, Breaker Mills, calendars, Liner Dressing m/cs. Dough Mixers, Spreading m/cs. With all necessary accessories and stores and spares lying in shade and/or stores/godown building/s.
05. Various cycle & Moped tyre and OTR Retreating Plant & machinerics includes strainers, Roll Mills, Extruders, Profile calendars, Bead Wrapping m/ss, Spooling M/cs. oped Tyre Making m/cs. Monoband m/cs. Air Bag/ Bladder/Daylight M/cs. OTR Moulds, Spot cutting m/cs. Slitting m/cs. Oil Pumps Lining winding M/cs. With all necessary accessories and stores & spares lying in shade and/or stores/godown building/s.
06. All Laboratory Equipments and/or Machines
07. All Electrical Installations including various Diesel Generator sets, Transformers, Cables (under ground & Overhead) and respective Stores & spares lying in shade and/or stores/godown building's.
08. All Pipe Lines/ Fittings (underground & overhead) of Metal and/or Plastics etc.
09. All furniture & fixtures scattered in various part of premises.
10. All other Misc. Assets lying in factory premises including scrape
of all types.

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

COMMON SEAL OF THE VENDOR
Company TYRE CORPORATION OF
INDIA LIMITED has been affixed to these
presents by Mr. B.N. Mukherjee
Constituted Attorney of the Vendor
Company in pursuance of the Resolution of
the Board of Directors dated 22nd Dec. 2009 at

Badrinarayan Mukherjee
B. N. MUKHERJEE
IN CHARGE SECRETARIAT
Tyre Corporation of India Ltd

Kolkata in the presence of :-

- 1. *Shalguni Bag Advocate*
High Court. Calcutta
- 2. *Subodh Kumar*
(for signature)
607 Park Street
1st Floor

SIGNED AND DELIVERED by the
Purchaser at Kolkata in the presence of :

Manish Sharma
(MANISH SHARMA)
As Legal Constituted Attorney

DA. MANISH PROPERTY DEVELOPERS

- 1. *Shalguni Bag Advocate*
- 2. *Subodh Kumar*
(for signature)

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.27,81,00,000/- (Rupees Twenty Seven Crores Eighty One lacs only) being the consideration money payable under these presents as per memo below :

Rs. 27,81,00,000/-

MEMO OF CONSIDERATION

| Draft/Pay Order No. | Dated | Name of the Bank | Amount |
|---------------------|------------|------------------------|---------------------|
| 774134 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774135 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774136 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774137 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774138 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774139 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774140 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774141 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774142 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774143 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774144 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 9,00,000.00 |
| 774145 | 13.02.2004 | IDBI Bank Ltd. Kolkata | Rs. 1,00,000.00 |
| 818071 | 26.04.2004 | IDBI Bank Ltd. Kolkata | Rs. 10,00,00,000.00 |
| 851665 | 30.12.2004 | IDBI Bank Ltd. Kolkata | Rs. 16,81,00,000.00 |
| Total : | | | Rs. 27,81,00,000.00 |

(Rupees Twenty Seven Crores Eighty One lacs only)

WITNESSES:

1. *Rajgani Bag* Advocate





















Badrinarayan Mukherjee
B. N. MUKHERJEE
IN CHARGE SECRETARIAT
Dye Corporation of India Ltd.

2. *Pr. S. GAGGAR*
(Pr. S. GAGGAR)

Drafted and prepared in my office.

Pr. S. GAGGAR
Pr. S. GAGGAR
ADVOCATE

SPECIMEN FORM FOR TEN FINGERPRINTS

| | | | | | | | | |
|--------------|------------------------------|---|---|---|--|---|--|--|
| PHOTO | <i>Badriwarain Mukherjee</i> |  |  |  |  |  | | |
| | | Little | Ring | Middle | Fore | Thumb | | |
| | | (Left Hand) | | | | | | |
| | |  |  |  |  |  | | |
| Thumb | Fore | Middle | Ring | Little | | | | |
| (Right Hand) | | | | | | | | |
| PHOTO | <i>Manish Sahra</i> |  |  |  |  |  | | |
| | | Little | Ring | Middle | | Thumb | | |
| | | (Left Hand) | | | | | | |
| | |  |  |  |  |  | | |
| Thumb | Fore | Middle | Ring | Little | | | | |
| (Right Hand) | | | | | | | | |
| PHOTO | | | | | | | | |
| | Little | Ring | Middle | Fore | Thumb | | | |
| | (Left Hand) | | | | | | | |
| | | | | | | | | |
| Thumb | Fore | Middle | Ring | Little | | | | |
| (Right Hand) | | | | | | | | |
| PHOTO | | | | | | | | |
| | Little | Ring | Middle | Fore | Thumb | | | |
| | (Left Hand) | | | | | | | |
| | | | | | | | | |
| Thumb | Fore | Middle | Ring | Little | | | | |
| (Right Hand) | | | | | | | | |

AREA STATEMENT OF PLOTS

| |
|--|
| 4, PAYMENTAL GARDEN LANE : 7B-0K-5CH-0ST |
| 6, " " : 3B-1K-1CH-0 " |
| 8, " " : 1B14K-7CH-0 " |
| 12, CHINGRI GHATTA LANE : 0B-18K-7CH-2B- |
| 13, " " : 0B-0K-10CH-3B- |
| 14, " " : 3B-6K-10CH-4A- |
| 15, " " : 5B-6K-11CH-20- |
| 54/10, D. C. DEY ROAD : 16B-11K-0CH-3 " |
| 54/10/1, " " : 11B-12K-1CH-0 " |

TOTAL AREA OF LAND :
49 B-11K-13CH-27SFT.

LAYOUT PLAN AT PRE-NO. 54/10 & 54/10/1,
DEBENDRA CHANDRA DEY ROAD, 12, 13, 14 & 15,
CHINGRI GHATTA LANE & 4, 5, 6, PAYMENTAL
GARDEN LANE, KOLKATA-700 015, P. S. TANGRA
WARD NO. 58

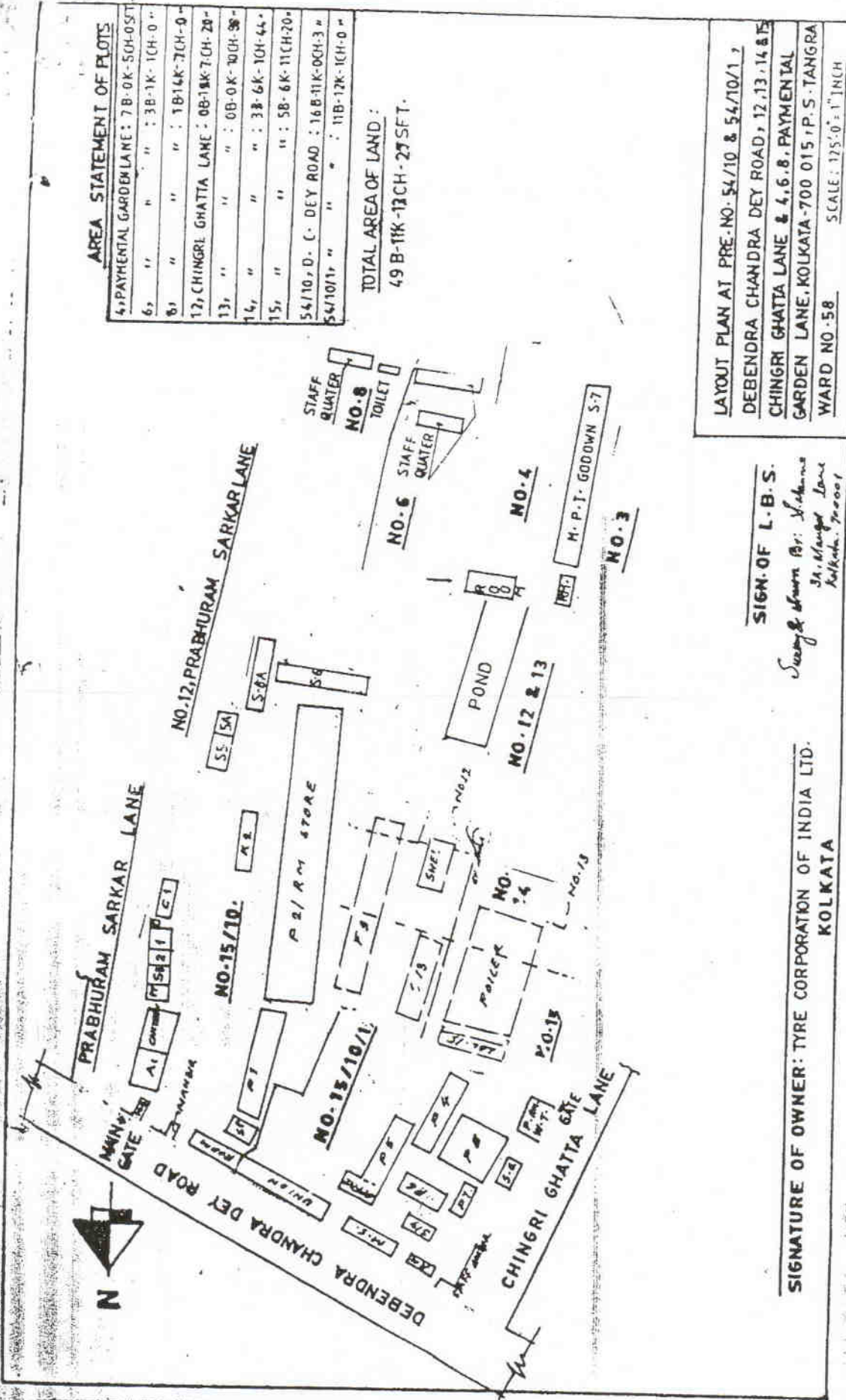
SCALE: 1/25'0" = 1" INCH

SIGN. OF L. B. S.

Surya & Shyam Pr. Saha
3A, Mangal Lane
Kolkata, 700001

SIGNATURE OF OWNER: TYRE CORPORATION OF INDIA LTD.

KOLKATA



DATED THIS 31ST DAY OF December 2004

BETWEEN

TYRE CORPORATION OF INDIA
LIMITED

VENDOR

AND

M/S. MAHAKOSH PROPERTIES
DEVELOPERS

PURCHASER

CONVEYANCE

Certified to be a True Copy

MR. R. L. GAGGAR
Solicitor & Advocate

High Court, Calcutta
6, Old Post Office Street,
Calcutta - 700 001.

ADDITIONAL REGISTRAR &
INSURANCES - KOLKATA

20/9/11

Handwritten notes and scribbles at the top left, including numbers like 39, 00003, and 2008.



644. Registrar of Assurances
6/1/05



6/1/05

Handwritten signature and date 6/1/05 on the left margin.

