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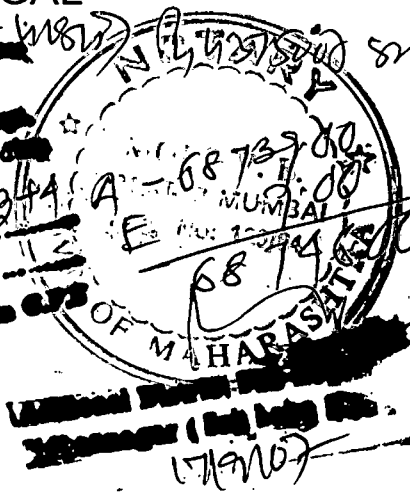
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16 R - 2183 (15) / 111-359 / 25-607
 पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 11AA 977132

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 1-12
 5.10
 4,37,500
 4,37,510
 62,50,000
 62,51,810
 23 + 4
 68,739

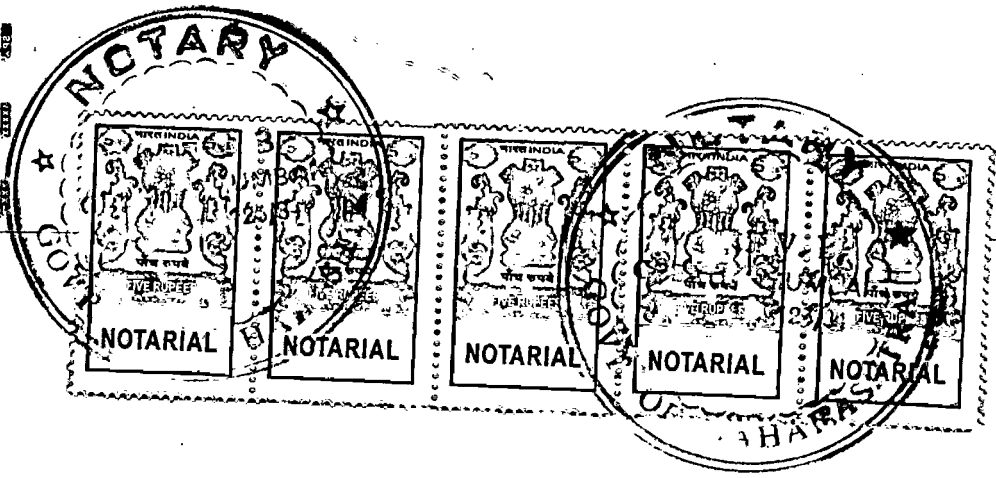
ADMINISTRATOR under rule 2 and rule 5 (1) of the W. B. & R. Act, 1955
 does not require Stamp duty under the Indian Stamp Act, 1899, Schedule I.A. No. 10 of 1955



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 11AA 977132
 6250000

THIS INDENTURE made this 5th day of September two thousand seven B E T W E E N SRI ANANGA MOHAN BANERJEE, son of Late Shib Chandra Banerjee, by faith Hindu, by occupation Retired Serviceman, residing at EB-115, Sector-I, Bidhan Nagar, Kolkata - 700 064, hereinafter referred to as the

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Handwritten signature and date: 21/9/2007

ASSIGNOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **ONE PART A N D SRI SHREE VALLABH P. MUNDHRA**, son of Parmananddas Mundhra, by faith Hindu, by occupation Business, Partner of Shree Nursingsahay Mudungopal (Bombay), a registered partnership firm, having its principal place of business at 45/47, Lohar Chawl, Mumbai - 400 002, hereinafter referred to as the **ASSIGNEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include the partners for the time being of the said firm and their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

W H E R E A S :

A) By an Indenture of Lease dated 26th day of April, 1971 made between the Governor of State of West Bengal as the Lessor hereinafter referred to as the Superior Landlord of the One Part and Sri Haripada Ghosh, therein referred to as the Lessee of the Other Part and registered with the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 42, Pages 34 to 39, Being No. 2449 for the year 1971, hereinafter referred to as the "said Lease" the Superior Landlord for the premium or salami therein mentioned granted and demised unto the Lessee ALL THAT the piece and parcel of land measuring 3.0191 cottahs, be the same a little more or less, situate lying at and being Plot No. 115, Block-BB, Sector-I of the Northern Salt Lake City Extension Area, now known as Bidhan Nagar in the District of 24-Parganas, now North 24-Parganas, fully described in the Schedule thereunder written and hereinafter referred to as "the said plot" for a period of 99 years from the date of execution of the lease.

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B) The said Haripada Ghosh took possession of the said plot from the authorities concerned vide Possession Certificate No. 498 dated 31.05.1971.

C) The said Lease does not contain any restrictive covenant debarring the Lessee from transferring and/or assigning his leasehold right, title and interest in the said plot. The principal terms and conditions of the said lease are set out in the First Schedule hereunder written.

D) By an Indenture dated the 27th day of July, 1987 made between the said Haripada Ghosh as the Assignor of the One Part and the Assignor herein, as the Assignee of the Other Part and registered with the District Registrar, North 24-Parganas, Barasat in Book No. I, Being No. 1626 for the year 1987, the said Haripada Ghosh for the consideration therein mentioned granted, transferred and assigned the said plot together with the incomplete structures made thereon for the residue term of the said lease unto and in favour of the Assignor absolutely and for ever and the said Deed of Assignment also does not contain any clause restricting transfer and assignment of the said plot and/or the building constructed thereon.

E) Since the Asst. Secretary, Urban Development Department, Government of West Bengal refused to mutate the name of the Assignor herein as Lessee in respect of the said plot the Assignor filed a Writ Petition in the Hon'ble High Court at Kolkata being W.P. No. 5291 (W)/87 (Amanga Mohan Banerjee - vs. State of West Bengal & Ors.) and pursuant to the order made by the Hon'ble High Court in the said Writ Petition, the name of the Assignor



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was mutated in the government records as lessee in respect of the said plot as stated in the letter No. 1539-SL(AL)/6L-1/71 dated 24/27th October, 1997 written by the Asst. Secretary to the Government of West Bengal.

F) The Assignor thus became absolutely seized and possessed of the said Plot and constructed a two storied building on the said plot as per plan sanctioned by Bidhan Nagar Notified Area Authority and got completion certificate vide Memo No. 1463(3) dt. 26.05.1992 in respect of the Ground floor and vide Memo No.3869(3)BM(P) dated 09.09.1999 in respect of the First floor of the said building.

G) The Assignor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said plot and the two storied building constructed thereon and the same is free from all encumbrances, liens, charges, lispendances whatsoever.

H) Due to changed circumstances the Assignor has agreed to transfer and assign his right, title and interest in the said plot together with the two storied building thereon and the Assignee has agreed to acquire the said property, fully and particularly described in the Second Schedule hereunder written and hereinafter referred to as "the said premises" for the consideration and on the terms and conditions hereinafter mentioned, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE WITNESSETH and the parties hereto do hereby agree and declare as under :

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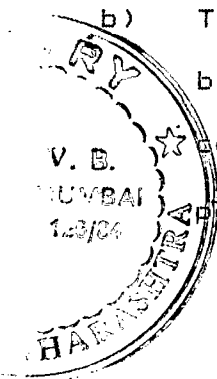


1. That in pursuance of the said agreement and in consideration of the sum of Rs. 62,50,000/- (Rupees sixty two lacs fifty thousand only) paid by the Assignee to the Assignor, on or before the execution of these presents (the receipt whereof the Assignor doth hereby as well as by the receipt hereunder written admit and acknowledge) the Assignor doth hereby grant, transfer assign and assure in favour of the Assignee ALL THAT leasehold right title and interest of the Assignor in the said plot measuring 3.0191 Cottahs, more or less, together with the two storied building, situate lying at and being Plot No. 115, Block BB, Sector-I of Bidhan Nagar, District North 24-Parganas fully described in the Second Schedule hereunder written and hereinafter referred to as the "said premises" TO HAVE AND TO HOLD the same unto and to the use of the Assignee for the residual period of the said lease dated 26th April, 1971 together with all benefits and advantages thereof and subject to the covenants, agreements and conditions provided therein.

2. That the Assignor doth hereby covevent with the Assignee as under:-

a) That the said lease dated the 26th April, 1971 is still valid and subsisting and that the Assignor has duly paid all rents and taxes due and payable thereunder and observed and performed all covenants and conditions thereof.

b) That notwithstanding any acts, deeds and things heretofore done executed or knowingly suffered to the contrary, the Assignor, is now lawfully seized and possessed of the demised premises free from any encum-

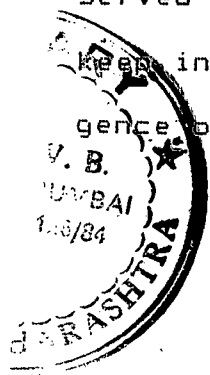


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branches, attachments or defect in title whatsoever and that the Assignor has full power and absolute authority to transfer, assign and assure the same in the manner aforesaid and the Assignee shall hereinafter peaceably and quietly hold, possess and enjoy the demised premises without any claim or demand whatsoever from the Assignor or any person claiming through or under him.

- c) That the Assignor shall save harmless, indemnify and keep indemnified the Assignee from or against all encumbrances, charges, losses and equities whatsoever.
- d) That the Assignor, his heirs, administrators or assigns shall at the request and costs of the Transferee, its heirs, executors, administrators or assigns do or execute or caused to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying, transferring and assuring the demised premises and every part thereof according to the true intent and meaning of the these presents.

3. The Assignee doth hereby covenant that the Assignee shall pay or caused to be paid the rent payable to the Lessor under the said lease dated the 26th April, 1971 and observe and perform all covenants and conditions of the said lease as set out in the First Schedule hereunder written and which are to be observed and performed by the Lessee thereunder and indemnify and keep indemnified the Assignor against any act, default or negligence on their part.

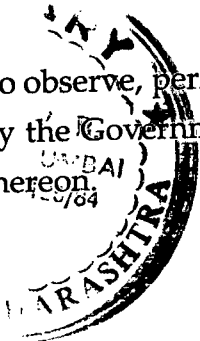


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THE FIRST SCHEDULE ABOVE REFERRED TO :

- (I) To pay the annual rent to the Government of West Bengal within the first 90 (Ninety) days of the year for which such rent shall be payable.
- (II) To pay all rates, taxes and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority or to pay the same to the Executive Engineer, Salt Lake Reclamation Division, under the Irrigation and Waterways Directorate of the Government of West Bengal or to such other authority as may be prescribed in that behalf by the Government.
- (III) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily indentified. Provided that the Lessor reserves the right to provide the boundary pillars at the cost of the Lessee.
- (IV) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.
- (V) Not to make any excavation in the land during the period of demise without the prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise, the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the Lessee.
- (VI) (a) To construct the building in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans, specifications, elevations, designs and sections sanctioned by the Government, or that authority within three years from the date of possession of the demised land or such extended time as may be allowed by the Government in writing.
- (b) Not to construct more than one building on the said plot of land.
- (VII) The Lessee shall not sub-divide or sub-let the demised land or the building to be constructed without the consent in writing of the Government first had and obtained and the Government shall have the right and be entitled to refuse its consent at its absolute discretion.
- (VIII) In case of a lease in favour of two or more individual lessees jointly, any one of such joint lessees will have the right to transfer his share to the other co-sharer or co-sharers.

- (IX) Not to use or allow to be used the land and/or the structure thereon or any part thereof for any purpose other than for residential purpose without the prior permission in writing of the Government or other authority prescribed in that behalf.
- (X) The lessee shall not remove any earth from the demised land or carry on or allow to be carried on in the land any unlawful, illegal or immoral activities or activities or activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.
- (XI) The Lessee shall not allow the demsied land to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, masjid, church or temple to be erected thereon.
- (XII) The Lessee shall not make any construction on the said plot of land within the distance of 5(five) feet from the backline of his plot provided however that this restrict shall not apply to the erection of boundary walls at the extra-me boundary of the plot. But no other construction will be made within such 5(five) feet distance and the height of the boundary walls should confirm to the building rules.
- (XIII) That on the determination of the period of demise the Lessee shall make over possession of the demised land in as good a condition as the same now is.
- (XIV) The Lessee shall allow any peron authorised by the Lessor to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith within the plot without any obstruction or hindrance, by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.
- (XV) The Lessee shall not after determination of the lease remove without the permission in writing of the Lessor anything which has been attached to the earth of the demised property.
- (XVI) All moneys payable by the Lessee to the Lessor and/or other authority under this agreement shall apart from other remedies be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
- (XVII) To observe, perform and comply with the requisitions as may from time to time be made by the Government or any other authority in respect of the demised land and building thereon.



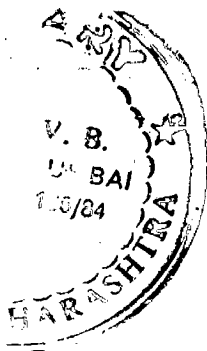
THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of leasehold land measuring 3.0191 cottahs, be the same a little more or less, together with the two storied building thereon containing a built up area of 2300 sq.ft., situate, lying at and being Plot No. 115, in Block BB in Sector-I of Bidhan Nagar, Police Station, Bidhan Nagar (North) in the District of North 24-Parganas and butted and bounded in the manner following that is to say :

ON THE NORTH : Type VI Road & Plot No. BB-116
ON THE SOUTH : Plot No. BB-114 & BB-5
ON THE EAST : Plot No. BB-116 and BB-4
ON THE WEST : Plot No. BB-114 and Type VI Road.

OR HOWSOEVER otherwise the said premises is situated, bounded, called, known, described and distinguished.

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

SIGNED SEALED AND DELIVERED by the ASSIGNOR at Kolkata in the presence of:

[Signature]
Anangamohan Banerjee

Saty Nadan Sen
Durgam Chatterjee
8 B Lall Bazar
Kolkata

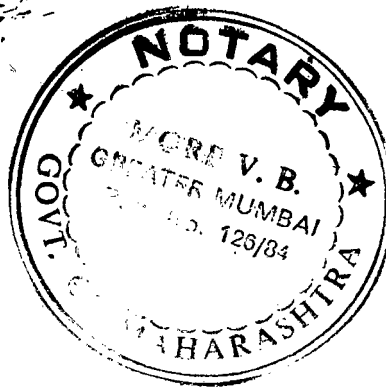
Banerjee
BB115 Salt Lake
Kolkata - 64

SIGNED SEALED AND DELIVERED by the ASSIGNEE at Kolkata in the presence of:

Shreebhar Mukherjee
Shreebhar Mukherjee
Shreebhar Mukherjee

Saty Nadan Sen

Contd....P/11














TRUE COPY
ATTESTED BY ME
[Signature]
Vasant B. More
NOTARY, GR. MUMBAI

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908

N.B.- LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Anangamohan Baryga</i>	LH.					
	RH.					

ATTESTED :-

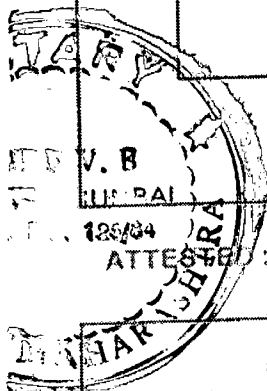
Anangamohan Baryga

 <i>Shivarath</i>	LH.					
	RH.					

ATTESTED :-

Shivarath

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	RH.					



<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto; text-align: center; padding: 5px;">PHOTO</div>	LH.					
	RH.					

[11]

RADEIVED of and from the within named Transferee the within mentioned sum of Rs. 62,50,000/- (Rupees sixty two lacs fifty thousand) only being the within mentioned consideration money in full as per Memo below:

MEMO OF CONSIDERATION

Cheque/ Draft No.	Date	Bank	Amount
403242	08.03.07	HDFC Bank Ltd.	5,00,000/-
356932 D.D.	16.03.07	do	2,50,000/-
590610	26.06.07	do	10,00,000/-
590611	27.06.07	do	10,00,000/-
590612	27.06.07	do	15,00,000/-
012399 D.D.	01.08.07	do	20,00,000/-
			<u>62,50,000/-</u>

WITNESSES

1. *Salya Netao Son*

2. *J. Banerji*

Drafted by me:

Salya Netao Son

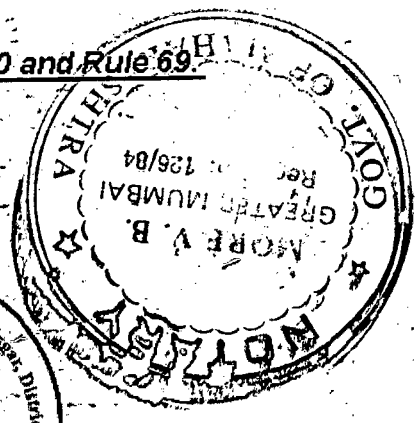
S.N. Soni, Advocate,
88, Lal Bazar Street,
Kolkata - 700 001.

Anangamohan Banerji



Certificate of Registration under section 60 and Rule 69

Registered in Book - I
CD Volume number 4
Page from 9254 to 9267
being No 05539 for the year 2007.



[Handwritten signature]

(MD. Nurul Amin Khan) 08-October-2007
Additional District Sub Registrar
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal

This sheet of endorsement is to be attached with the document as the part of the document

