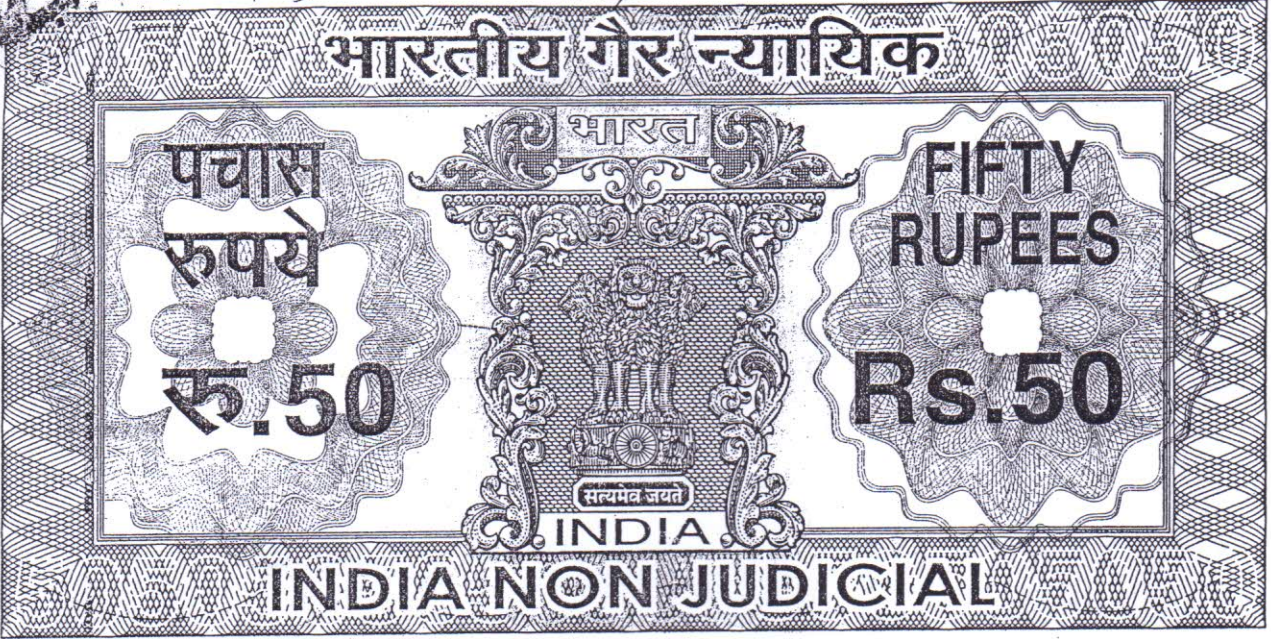


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 914015

26/2/09  
 26/2/09  
 4,96,003/-



Certified that the instrument is admitted to Registration by the Registrar of the District of West Bengal and the same is duly recorded in the Register of the said District.

Additional Registrar  
 West Bengal - Kolkata  
 26/2/09

DEED OF CONVEYANCE

Sale Valued at Rs. 3,30,050/-  
 Market Value Rs. 4,96,003/-

1. Date: 26<sup>th</sup> Feb 2009
2. Place: Kolkata
3. Parties:

- 3.1 **Cube Communication Limited**, a limited company, registered under the Companies Act 1956, having its office at Room No. 12, Third Floor, 29A, Rabindra Sarani, Kolkata 700001, represented by its director Pradeep Hirawat (**Vendor**, includes successors-in-interest)

And

- 3.2 **Pradeep Kumar Sonthalia** son of Ram Swaroop Sonthalia residing at 1<sup>st</sup> Floor, "Jayantika Apartment" 34, Pankaj Mallick Sarani, Kolkata - 700019 (**Purchaser**, includes successors-in-interest and/or assigns)

Vendor and Purchaser, collectively **Parties**.

**NOW THIS CONVEYANCE WITNESSES:**

**4. Subject Matter of Conveyance:**

- 4.1 **Said Land** : Bastu Land measuring 5 (five) cottah 11 (eleven) chittak and 36 (thirty six) sft out of 658 decimal with title shed structure measuring an area 100 sft, being Plot No. "C5" comprised R.S & L.R. Dag No. 2702, under R.S. Khatian No. 1294, L.R. Khatian No. 1013/2, J.L. No. 23, Pargana - Kalikata in Mouza Ghuni, Police Station Rajarhat within the limit of Gram Panchayat, Additional District Sub Registrar office Bidhannagar District 24 Parganas (North) (**Said Land**) described in the Schedule below

**5. Representations, Warranties and Covenants of the Vendor:**

5.1 Representations, Warranties and Covenants on Chain of Title:

- 5.1.1 **Ownership of Vendor:** By a Conveyance dated 8<sup>th</sup> September, 2006, (**Said Conveyance**) registered in the office of the District Sub Registrar II, in Book No. I, Volume No. I, at Pages 1 to 14, being No. 9258 for the year 2006, **Namita Sarkar** [**Vendor therein**], and **Haripada Sarkar** (**Confirming Party therein**) inter alia sold, transferred, conveyed and assigned to the Vendor described in the **Schedule** of the **Said Conveyance** (**Said Land**).

- 5.1.2 **Ownership of Vendor:** In the circumstances, the Vendor has become joint owners of the **Said Land**, free from all encumbrances.

5.1.3 **True and Correct Representations:** The Vendor is the sole and undisputed owner of the Said Land such ownership having been acquired in the manner stated in Clause 5.1.1 to 5.1.2 above, the contents of which are all true and correct.

5.2 Representations, Warranties and Covenants on encumbrances:

5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition or requisition of the Said Land and declare that the Said Land is not affected by any scheme of the Concerned Authority or Government or any Statutory Body.

5.2.2 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.

5.2.3 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Land to the Purchaser.

5.2.4 **Free From All Encumbrances:** The Said land is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Land is free, clear and marketable.

5.2.5 **No Personal Guarantee:** The Said Land is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority

prohibiting the Vendor from selling, transferring and/or alienating the Said Land or any part thereof.

6. Background:

6.1 **Agreement to Sell and Purchase:** The Vendor has approached and offered to sell the Said Land and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Land.

7. Transfer:

7.1 **Conveyance:** The Vendor hereby sells, conveys and transfers to the Purchaser, free from all encumbrances, the entirety of their right title and interest of whatsoever or howsoever nature in the Said Land, being Bastu Land measuring 5 (five) cottah 11 (eleven) chittak and 36 (thirty six) sft out of 658 decimal with title shed structure measuring an area 100 sft, being Plot No. "C5" comprised R.S & L.R. Dag No. 2702, under R.S. Khatian No. 1294, L.R. Khatian No. 1013/2, J.L. No. 23, Pargana - Kalikata in Mouza Ghuni, Police Station Rajarhat within the limit of Gram Panchayat, Additional District Sub Registrar office Bidhannagar District 24 Parganas (North) together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land, described in the Schedule below.

7.2 **Consideration:** The sale, conveyance and transfer of the Said Land is being made in consideration of a sum of Rs. 3,30,050/- (Rupees Three lac thirty thousand and fifty only) paid to the Vendor, the entirety of which has been received by the Vendor and the Vendor has executed the Receipt and Memo of Consideration below to admit and acknowledge the receipt thereof.

8. Terms of Transfer:

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** A sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** Absolute, irreversible and perpetual.

- 8.1.3 **Free from encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.1.4 **Together with:**
- 8.1.4.1 **All Other Appurtenances:** All other rights the Vendor has in the Said Land and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Land.
- 8.1.5 **Subject To:** The transfer being affected by this Conveyance is subject to:
- 8.1.5.1 **Indemnification:** Indemnification by the Vendor about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Vendor's title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at his own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 8.1.5.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.2 **Delivery of Possession:** Constructive possession of the Said Land has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.3 **Outgoings:** Proportionate statutory taxes, surcharge, outgoings and levies of or on the Said Land as be attributable to the Said Share and relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the

Vendor hereby indemnifies and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.4 **Holding Possession:** The Vendor hereby covenants that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Share and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.5 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under them in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.6 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or its successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Land.

Schedule  
(Said Land)

[Subject Matter of Sale by this Deed of Conveyance]

All that piece and parcel of Bastu Land measuring 5 (five) cottah 11 (eleven) chittak and 36 (thirty six) sft out of 658 decimal with title shed structure measuring an are 100 sft, being Plot No. "C5" comprised R.S & L.R. Dag No. 2702, under R.S. Khatian No. 1294, L.R. Khatian No. 1013/2, J.L. No. 23, Pargana - Kalikata in Mouza Ghuni, Police Station Rajarhat within the limit of Gram Panchayat, Additional District Sub Registrar office Bidhannagar District 24 Parganas (North) Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land.

9. Execution and Delivery:

9.1 In witness whereof the Vendor has executed and delivered this instrument of Conveyance on the day, month and year given above.

**CUBE COMMUNICATIONS LTD.**

Pradeep Hirawat  
Director

[Vendor]

Witnesses:

1. Gaurav Killa  
510 Saket Sursh Kr. Killa  
23 & C.R. Avenue  
KOL-1
2. Pragnati Bera  
4, V.R.S. Bay Rd.  
KOL-1

## Receipt And Memo of Consideration

Received from the Purchaser the sum of of Rs. 3,30,050/- (Rupees Three lac thirty thousand and fifty only) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode.	Date	Bank	Amount Rs)	Favouring
Cash	26-02-2009		Rs. 3,30,050/	Cube Communication Limited

**CUBE COMMUNICATIONS LTD.**  
Pradeep Hirawat  
Director

[Vendor]

Witnesses:

1. Gaurav Killa

2. Prampati Bera





Government of West Bengal  
 Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
 Office of the A. R. A. - II KOLKATA, District- Kolkata  
 Signature / LTI Sheet of Serial No. 01180 / 2009, Deed No. (Book - I , 01827/2009)

I. Signature of the Presentant

Name of the Presentant	Signature with date
Pradeep Kr Hirawat	Pradeep Hirawat 26/2/2009

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pradeep Hirawat Address -12 3rd Floor 29a Rabindra Sarani Kolkata	Self		 LTI	Pradeep Hirawat
			26/02/2009	26/02/2009	

Name of Identifier of above Person(s)  
 Gourav Killa  
 PS-0,238 C R Ave Kolkata

Signature of Identifier with Date

Gourav Killa  
26/2/09  
 Gourav Killa  
26/2/09



(Ajoy Kr Pradhan)  
 A. R. A. - II KOLKATA  
 Office of the A. R. A. - II KOLKATA























26/2/09

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SPECIMEN FOR TEN FINGERPRINTS

Sl. No.      Signature of the  
Executans.

					
	S	R	M (Left Hand)	I	T
					
	T	I	M (Right Hand)	R	S
					
	S	R	M (Left Hand)	I	T
					
	T	I	M (Right Hand)	R	S
	S	R	M (Left Hand)	I	T
	T	I	M (Right Hand)	R	S

*Pradeep*

*Pradeep*

*Pradeep Hitekar*

DATED 26<sup>th</sup> DAY OF February, 2009

Between

Cube Communication Limited  
... Vendor

And

Pradeep Kumar Sonthalia  
... Purchaser

DEED OF CONVEYANCE

Land at Mouza Ghuni  
District 24 Parganas (North)

Mani Sankar Roychowdhury  
Advocate  
High Court  
Calcutta