

NAME.... ADD 1 9 SEP 2007 S. CHATTERJEE Licensed Stamp Vendor C. C. Court 2 & 3. K. S. Roy Road, Kol-1 uyan freverthery Presented For Registration at Kolketa Registration Office FOI SYMPHONIC VANLIYA PVT. LTD. Myan Rexact Set Otrocks DUTTORAL REGISTRAR OF ASSURANCES - KOLKATA क्षा यान कार के क्षेत्रिय 31245 सन्भाय क्रियात्र Store des Atikasi Storeshimpur SUBSTIQUEL PEGISTRAR CO ASSIRANCE OF ROLLAND 24 Pgs (s)



Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 06920 of 2010 (Serial No. 15415 of 2007)

On 02/11/2007

Payment of Fees:

Fee Paid in rupees under article: A(1) = 4664/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/11/2007

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-447734/-

Certified that the required stamp duty of this document is Rs.- 22387 /- and the Stamp duty paid as: Impresive Rs.-50/-

Deficit stamp duty

Deficit stamp duty Rs. 21250/- is paid, by the draft number 875933, Draft Date 02/11/2007, Bank Name STATE BANK OF INDIA, Kolkata Br., received on 02/11/2007

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13.52 hrs on :02/11/2007, at the Office of the A.R.A.-I KOLKATA by Gvan Prakash Sah., Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 02/11/2007 by

- 1. Makhan Lal Seal., son of Lt Purna Chandra Seal , Village: Amgachia, Thana: -Bishnupur, District: -South 24-Parganas, WEST BENGAL, India, P.O. :-Amgachia, By Caste Hindu, By Profession : Others
- 2. Sunil Kumar Seal, Alias Sunil Majumdar, son of Lt Purna Chandra Seal , Village: Amgachia, Thana -Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Amgachia, By Caste Hindu, By Profession: Others
- Gyan Prakash Sah. Director, Symphonic Vanijya Pvt. Ltd., 4th Floor, 1, Ganesh Chandra Avenue, CALCUTTA, Thana -Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. - Pin :-700013. . By Profession: Others

Identified By Bipro Das Adhikary, son of ..., Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O. - , By Caste: Hindu, By Profession: Others.

> (Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I

> > Assuranc

On 15/07/2010

Deficit stamp duty

Deficit stamp duty Rs, 1087/- is paid04810030/06/2010State Bank of India, CALCUTTA_MAIN BRANCH, received on, 5/07/2010 Additional Reg

> (Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-1

rar of

17/07/2010 11:49:00

EndorsementPage 1 of 2



Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 06920 of 2010 (Serial No. 15415 of 2007)

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees :

A(1) = 253/- on 15/07/2010.

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

On 17/07/2010

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

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

> (Dines Kumar Mukhopadhyay) ADDL REGISTRAR OF ASSURANCE-I

Masurance 17 JUL 2010

(Dines-Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

EndorsementPage 2 of 2

- 3.1 Makhan Lal Seal, son of Late Purna Chandra Seal, residing at Village and Post Office Amgachia, Police Station Bishnupur District 24, Parganas (South)
- 3.2 Sunil Kumar Seal, alias Sunil Majumdar, son of Late Purna Chandra Seal, residing at Village and Post Office Amgachia, Police Station Bishnupur District 24, Parganas (South) (collectively Vendors, includes successors-in-interest)

And

3.3 Symphonic Vanijya Private Limited, having its registered office at 4th floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata – 700013 (Purchaser, includes successors-in-interest and/or assigns).

Vendors and Purchaser, collectively Parties.

NOW THIS CONVEYANCE WITNESSES:

- Subject Matter of Conveyance:
 - 4.1 Said Land: Sali Land measuring 28.3 (twenty eight point three), decimal, comprised in R.S. Dag No. 382, R.S. Khatian Nos. P-785 & 843 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), described in the Schedule below (Said Land).
- 5. Representations, Warranties and Covenants of the Vendor:
 - 5.1 Representations, Warranties and Covenants on Chain of Title:
 - 5.1.1 Ownership of Rai Mohan Majumdar: Rai Mohan Majumdar was the sole and absolute owner of the Land measuring 30 (thirty), decimal, comprised in R.S. Dag No. 382, R.S. Khatian Nos. P- 785 & 843 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), (Mother Land).
 - 5.1.2 Sale to Vendors: By a Deed of Sale dated 18th July 1970, registered in the office of the Sub-Registrar, Bishnupur, District 24, Parganas(South), in Book No. 1, Being No. 7503 for the year 1970, Rai Mohan Majumdar sold the Said Land to Makhan Lal Seal and Sunil Kumar Seal, thus the Makhan Lal Seal and Sunil Kumar Seal, became the joint Owners of the Said Land and name of the Makhan Lal Seal and Sunil Kumar Seal are the recorded in the Parcha (Records of Rights) which have been prepared under the chapter VII of the West Bengal Land



ASSELFANDERS ROLLAND

- Reforms Act. (Act I, of 1956) as per final publication done by Block Land and Land Reforms Officer.
- 5.1.3 Ownership of Vendors: In the aforesaid circumstances, the Vendors are the Joint owners of the Said Land out of Mother Land.
- 5.1.4 True and Correct Representations: The Vendors are the undisputed owner of the Said Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 and 5.1.3 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 Vendors have 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 Municipal Authority or Government or any Statutory Body.
 - 5.2.2 No Encumbrance by Act of Vendor: The Vendors have 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 Vendors have 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, bargadars Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Land or any part thereof.

Background:

6.1 Agreement to Sell and Purchase: The Vendors have 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), have agreed to purchase the Said Land.

Transfer:

- 7.1 Conveyance: The Vendors hereby sell, convey and transfer to the Purchaser, free from all encumbrances, the entirety of the Vendors right, title and interest of whatsoever or howsoever nature in the Said Land, being Sali Land measuring 28.3 (twenty eight point three), decimal, comprised in R.S. Dag No. 382, R.S. Khatian Nos. P- 785 & 843 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), 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. 4,24,545/- (Rupees four lac twenty four thousand five hundred and forty five) paid to the Vendors, the entirety of which have been received by the Vendors and the Vendors have executed the Receipt and Memo of Consideration below to admits and acknowledge the same.

8. Terms of Transfer:

- 8.1 Salient Terms: The transfer being affected 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, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2 Together With: The transfer being affected by this Conveyance is together with all other rights the Vendors have in the Said Land and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Land.

- 8.3 Subject To: The transfer being affected by this Conveyance is subject to:
 - 8.3.1 Indemnification: Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendors about the correctness of the Vendor title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendors own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
 - 8.3.2 Transfer of Property Act: All obligations and duties of vendor and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.4 Delivery of Possession: Khas, vacant and peaceful possession of the Said Land have been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.5 Outgoings: All statutory taxes, surcharge, outgoings and levies of or on the Said Land, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 Holding Possession: The Vendors hereby covenant 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 Land 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 Vendors or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.
- 8.7 Indemnity: The Vendors hereby covenants that the Vendors or any person claiming under the Vendors 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 Vendors or any of the Representations being found to be untrue.
- 8.8 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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)

All that piece and parcel of Sali Land measuring 28.3 (twenty eight point three), decimal, comprised in R.S. Dag No. 382, R.S. Khatian Nos. P- 785 & 843 in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South) Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land and butted and bounded by in the following manner

On the North	12	DAGNO-382(1)
On the South		DAG NO -383
On the East		.048 NO -382(1)
On the West		DAG NJ-268

Execution and Delivery:

In witness whereof the Vendors and Purchaser have executed and 9.1 delivered this instrument of Conveyance on the date given above.

[Vendors]

Witnesses:

1. Biprados Attikui Sp. D. MA HIKNE VBIShnapen 24 Pgo (S)

[Purchaser]

Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 4,24,545/- (Rupees four lac twenty four thousand five hundred and forty five) towards full and final payment of the Consideration receivable by the Vendors under this Conveyance, in the following manner:

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[Vendors]

Witnesses:

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD Volume number 17 Page from 5248 to 5261 being No 06920 for the year 2010.



(Dines Kumar Mukhopadh ay) 22 July-2010 ADDL, REGISTRAR OF ASSURANCE-I Office of the A.R.A.-I KOLKATA West Bengal