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Hour South 24 Parganes

THIS DEED OF CONVEYANCE is made on this 20th day of JULY 2011, BETWEEN SRI SHYAM SUNDAR KHANRA (PAN No.AWKPK5178M), Advocate High Court, Calcutta and working for gain at 6, Old Post Office Street, P.S. Hare Street, Kolkata-700 001, being the Receiver/Joint Commissioner of Partition, as appointed by the Hon'ble High Court, Calcutta in Partition and Administration Suit No.1970 of 1933, Sudhir Chandra Nawn & Ors -Vs- Sunil Chandra Nawn & Ors. (hereinafter referred as "the said Suit"), hereinafter referred to as "the VENDOR"

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K. LATH & CO.

ADVOCATES

6, K & ROY ROAD.

ADD/ADV.

SURANJAN MUKHERJEE Licensed Stemp Vender

2 & 3, K. S. Roy Road Mar. A

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Puspanjali Commercial Private Limited

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Director

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Gangotri Dealmark Private Limited

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Warapith Commercial Private Limited

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Shubh Labh Marcom Private Limited

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Radha Krishna Marcom Private Limited

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Director

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(which expression shall unless excluded by or repugnant to the context be deemed to mean and include successors-in-office, successors-in-interest, it's assignee/ assignees and any other person or persons who may be appointed as Receiver/Commissioner in place of Sri Shyam Sundar Khanra for all time to come) of the ONE PART AND (1) GANGOTRI MARCOM PVT. LTD. (PAN No.AAECG2453Q), a Company within the meaning of the Companies Act, 1956 having its registered office at No.12/2, Sovaram Bysack Street, P.S. Posta, Kolkata-700 07 (2) GANGOTRI DEALMARK PVT LTD., (PAN No.AAECF2454K), a Company within the meaning of the Companies Act, 1956 having its registered office at No.12/2, Sovaram Bysack Street, P.S. Posta, Kolkata-700 07 (3) PUSPANJALI COMMERCIAL PVT. LTD. (PAN No.AAGCP0057R), a Company within the meaning of the Companies Act, 1956 having its registered office at No.12/2, Sovaram Bysack Street, P.S. Posta, Kolkata-700 07 (4) RADHA KRISHNA MARCOM PVT. LTD. (PAN No.AAFCR2835J), a Company within the meaning of the Companies Act, 1956 having its registered office at No.12/2, Sovaram Bysack Street, P.S. Posta, Kolkata-700 07 (5) SUBH LABH MARCOM PVT. LTD. (PAN No.AAPCS7911L), a Company within the meaning of the Companies Act, 1956 having its registered office at No.12/2, Sovaram Bysack Street, P.S. Posta, Kolkata-700 07 (6) GANAPATI MARCOM PVT. LTD. (PAN No.AAECG2452R) a Company within the meaning of the Companies Act, 1956 having its registered office at No.49/1/1, Cotton Street, P.S. Burrabazaar, Kolkata-700 007 (7) TARAPITH COMMERCIAL PVT. LTD., (PAN No.AADCT8416F) a Company within the meaning of the Companies Act, 1956 having its registered office at No.49/1/1, Cotton Street, P.S Burrabazaar, KolkataJen My Director

Tarapith Distributors Private Limited

July 104 may Saul

Director

Cangotri Marcom Private Limited

Jul Juma Jan Director

NCTI -3359

- Dhyampundar Khanra Advocate Commissioner of Partition & Receiver.



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Noween Later, Advocate
6A, K.S. Roy Road.
Kulkata-Joool

1956 having its registered office at No.49/1/1, Cotton Street, P.S. Burrabazaar, Kolkata-700 007 and (9) TARAPITH MERCHANTS PVT. LTD., (PAN No.AADCT8418M) a Company within the meaning of the Companies Act, 1956 having its registered office at No.49/1/1, Cotton Street, P.S. Burrabazaar, Kolkata-700 007, all represented by their common Director Mr. Anil Kumar Saraf son of Sri Atmaram Saraf pursuant to Resolution of Board of Directors adopted by all the purchasers companies on 25/05/2011, hereinafter collectively referred to as "the PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors-in-office, successors-in-interest, and assigns) of the OTHER PART:

WHEREAS:-

1. In a Partition and Administration Suit Leing C.S. No.1970 of 1933: Sudhir Chandra Nawn & Ors -vs- Sunil Chandra Nawn & Ors. Before the Hon'ble High Court at Calcutta, a Special Referee was appointed who prepared and circulated a Report dated 25th November,1971. On the basis of the said Report, the Commissioner of Partition and Receiver appointed in the said Suit was required to effect sale of an immovable property being Premises No.5/1, Nerode Behari Mullick Road (formerly known as Halshi Bagan Road), Kolkata-700006 hereinafter referred to as "the said Premises" and more fully and particularly described in the SCHEDULE hereto. The said Special Referee died. The Commissioner of Partition and Receiver also





- 2. On an application being G.A. No.1111 of 2008 in the above suit, the applicants Alok Pal and Pradip Ranjan Das sought appointment of a Commissioner of Partition and Receiver in place and stead of the deceased Commissioner and Receiver. By an Order dated 18th June,2008 passed by the Hon'ble Justice Sanjib Banerjee on the said application, Mr. S.S. Khanra, Advocate (the Vendor herein) was appointed as Commissioner of Partition and Receiver. The Commissioner was directed to take steps to have the immovable property being the said premises valued and to invite offers for sale thereof. The sale of the said premises was subject to confirmation by Court.
- 3. The Purchasers herein being desirous and having learnt about the sale of the said premises offered to purchase the said premises at ₹7,25,000/- per Cottah on "as is where is basis".
- 4. In a meeting of the heirs and the legal representatives of the Original allotees of the said premises held by the Commissioner of Partition on 8th June,2011, the said allotees unanimously agreed to the aforesaid offer and accepted the same and requested the receiver to proceed to take steps for completion of sale of the said premises.
- 5. On an application being G.A. No.1836 of 2011 in the said suit filed by Alok Pal and Padip Ranjan Das claiming to be the two largest share holders of the joint properties being the said premises, by an



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Raod, Kolkata-700 006, being the said premises was confirmed in favour of the purchasers herein at the price of Rs.7.25 Lacs per Cottah, the Commissioner having being directed to have the land surveyed and measured and received the total payment, less the advance which has already been received.

- 6. The Commissioner (vendor herein) based on the certified copy of a Survey Plan dated 4th March,1949 prepared at the instance of the erstwhile Commissioner of Partition has found the total area of land at the said premises to be 61 Cottahs and 19 Sq.ft. (the land at the said premises being fully occupied and incapable of being surveyed and measured and the parties having agreed to the total area of the land) and on the basis thereof the total price or consideration for sale of the said premises has been arrived at ₹4,42,44,133/- [Rupees Four Crores Forty Two Lacs Forty Four Thousand One Hundred and Thirty Three] only.
- 7. In the premises aforesaid, the Vendor herein is thus well and sufficiently entitled to sell transfer and convey the said premises in favour of the Purchasers jointly at or for the total price or consideration of ₹4,42,44,133/- [Rupees Four Crores Forty Two Lacs Forty Four Thousand One Hundred and Thirty Three] only on "as is where is basis" and on the terms and conditions contained in the said orders passed by the Hon'ble High Court at Calcutta in the said C.S. No.1970 of 1933 (Sudhir Chandra Nawn & Ors -vs- Sunil



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NOW THIS DEED WITNESSETH that in pursuance of the Orders dated 18th June, 2008 and dated 5th July, 2011 both passed by the Hon'ble Justice Sanjib Banerjee in C.S. No.1970 of 1933: (Sudhir Chandra Nawn & Ors -vs- Sunil Chandra Nawn & Ors.) before the Hon'ble High Court at Calcutta and in consideration of the total price or consideration of ₹4,42,44,133/- [Rupees Four Crores Forty Two Lacs Forty Four Thousand One Hundred and Thirty Three] only paid by the Purchasers to the Vendor as the Commissioner of Partition and Receiver appointed in the aforesaid suit (the receipt whereof the Vendor do hereby admit and acknowledge and from the same and every part thereof release acquit and for every part thereof discharge to the purchasers to hold and enjoy forever and the said immovable property being the said premises mentioned clearly in the Schedule hereunder written and intended to be hereby sold and the said Vendor do hereby grant, transfer; convey, assign and assure unto and in favour of the Purchasers on as is where is basis ALL THAT piece and parcel of land measuring 3 Bighas, 1 Cottah and 19 sq.ft. (more or less) situated and lying at No.5/1, Nerode Behari Mullick Road (formerly known as Halshi Bagan Road) Kolkata-700 006, P.S. Maniktala together with all structures, building erected thereon morefully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as "the said premises" OR HOWSOEVER OTHERWISE the said premises now are or is or at any time or times heretofore were or was situated butted and bounded known numbered or distinguished TOGETHER WITH buildings, structures, rooms, sheds etc. standing thereon TOGETHER WITH all sewers, drains, ways, paths, passages,



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usually held occupied or enjoyed therewith or known or reputed to be as a part and parcel or member thereof AND the Reversion or Reversions or Remainders AND all the rents issues and profits thereof AND all the estate right title and interest use trust property claim and demand whatsoever both at law and in equity of the Vendor in to or upon the said premises and every part thereof AND all the Deeds Pattahs Muniments Evident of title and writing whatsoever which exclusively relate to the said premises or every part thereof and which now are or is or at any time hereafter shall or may in possession power or custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit TOGETHER WITH full powers and authorities to the Purchasers as constituted attorney with power to act for and on behalf of and in the name of the Vendor irrevocably to appear before the officer of the Kolkata Municipal Corporation and/or any other authority concerning the said premises for the purpose of mutation of the name of the Purchasers in the records of the Kolkata Municipal Corporation and records of other Government Department and for all or any of such purposes to sign, issue, receive, acknowledge, serve all correspondences, notices and letters and/or to sign, affirm, deliver, file and submit any application, affidavit, declaration or any other writing or instrument whatsoever, interalia, for giving consent to such mutation and to appear and represent the Vendor in all or any of such matters as may be necessary as fully and effectually as the Vendor could do TO HAVE AND TO HOLD the said premises or any part thereof hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use and benefit of the purchasers absolutely and for



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made done committed or executed or knowingly suffered to the contrary the Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for a perfect and indefeasible estate of inheritance whatsoever to alter defeat encumber and make void the same AND THAT NOTWITHSTANDING any act deed matter or thing the Vendor hath now in himself good right full power and lawful and absolute authority by these presents to grant transfer convey sell assign and assure unto and to the use and benefit of the purchasers the said premises and every part thereof absolutely and in manner aforesaid AND further that the Vendor and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of in to upon or out of the said premises from under of in trust for them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses the said purchasers make do execute and perfect or cause to be made done executed and perfected all such further and other assurance acts deeds matters and things for further better and more perfectly assuring conveying the said premises unto and to the use and benefit of the Purchasers forever in manner aforesaid as by the Purchasers shall or may be reasonable required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land and hereditaments measuring 3 Bighas, 1 Cottah and 19 sq.ft. (more or less) together with fully



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Mullick Road (formerly known as Halshi Bagan Road) Kolkata-700 006, Police Station– Maniktalla, Ward No.15, within the Municipal Limit of the Kolkata Municipal Corporation and delineated in the colour "**RED**" in the annexed plan and butted and bounded as follows:

ON THE NORTH: By Nerode Behari Mullick Road (A.R. 20 ft)

ON THE SOUTH: By Premises No.5B, Nerode Behari Mullick Road

ON THE EAST : By Premises No.5B, Nerode Behari Mullick Road

ON THE WEST : By Premises No.6A, Nerode Behari Mullick Road

Description of Structure: More Than 60 year Old Structure and Ground Floor structure with Tin-Shed having 8000 sq.f.t. covered area.

Description of Tenants/Occupiers:

- 1. R.D. Khambata.
- 2. Shakaresh Banerjee
- 3. Gajanan Rampratap

IN WITNESS WHEREOF the parties have hereunto set and



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2 0 JUL 2011

SIGNED AND DELIVERED

By the VENDOR at Kolkata

In the presence of:

Thygingsundar Khanra

-Advocate
Commissioner of Partition & Receiver

1. Miltan John

S/O D. H. John

28. Mmash Dulla Jane.

70-Beadan St. Ps-Buntola.

2. Kapildaut, Advocate
6A, K.S. Roy Road
2nd Floor
Kolkata- Food

SIGNED AND DELIVERED

By the PURCHASERS at

Kolkata In the presence of:

1. Navan Late, Advocate S.K. Later & Co. Advocates 6A, Kiran Shankan Roy Road 2nd Dloor, Kolkate-Joods Jul 104 was Saul

Director

Jul Kumar Sauf

Director

Jul Cumou Carl
Director



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2. Vikash Saraf 5/0 G.S. Saraf 9, Ramkr. Rakhitlane Kolkate-7. Farapith Distributors Private Limited

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Director

Tarapith Merchants Private Limited

find I Cumar Sauf

Director

Shubb Labh Marcom Private Limited

Jiw Kuman Salaf

Director

Radha Krishoa Marcom it to Limited

five Icuma Sauf

Director

Jul Kuma Say

Director

Drafted by:

Mr. Kapil Lath, Advocate

Mr. S.K.Lath & Co., Advocates

6A, K.S. Roy Road, 2nd floor

Kolkata-700 001



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RECEIVED the within mentioned sum of ₹4,42,44,133/- [Rupees Four Crores Forty Two Lacs Forty Four Thousand One Hundred and Thirty Three] only from within mentioned Purchasers by the Vendor:

MEMO OF CONSIDERATION

Dated	Pay Orders Nos.	Bank & Branch	Amount (in ₹)
02/06/2011	029674	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029675	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029676	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029677	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029678	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029679	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029680	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029681	HDFC Bank Ltd.	12,50,000/-
02/06/2011	029682	HDFC Bank Ltd.	12,50,000/-
11/07/2011	030156	HDFC Bank Ltd.	36,66,014/-
11/07/2011	030157	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030158	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030159	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030160	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030161	HDFC Bank Ltd.	36,66,014/-
11/07/2011	030162	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030163	HDFC Bank Ltd.	36,66,015/-
11/07/2011	030165	HDFC Bank Ltd.	36,66,015/-

TOTAL - ₹4,42,44,133/-

[Rupees Four Crores Forty Two Lacs Forty Four Thousand One Hundred and Thirty Three]

Ohyampundar Rhanna Lommissioner of Partition & Receiver

WITNESSES :-

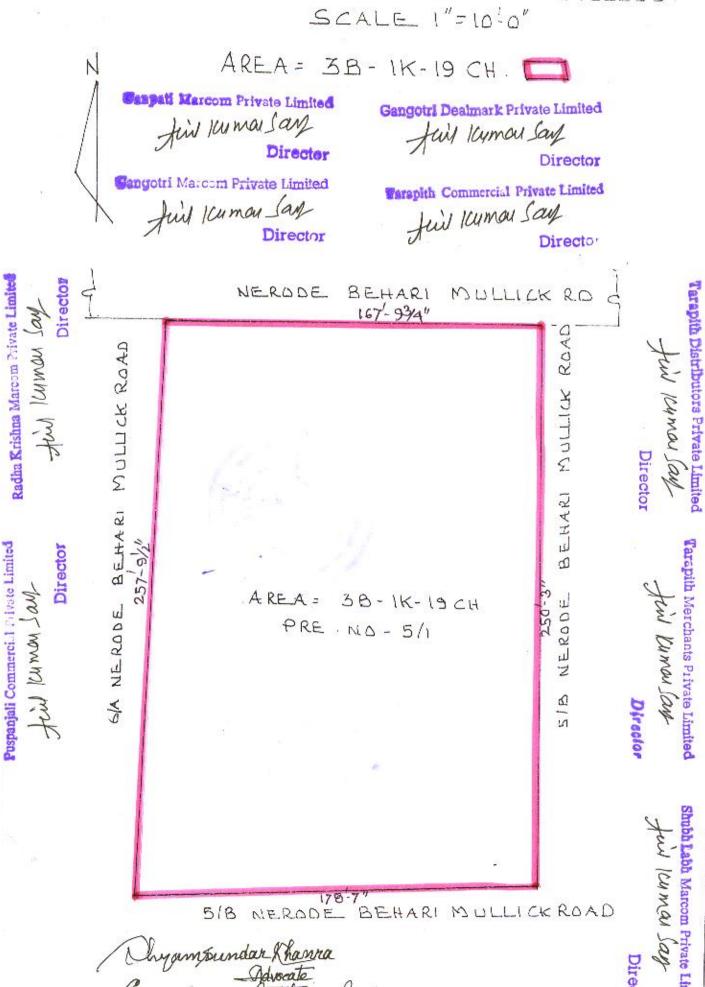
1. Milton John





LI JUL WIN

PLAN OF PREMISES NO-5/1 NERODE BEHARI MULLICK ROAD KOL-700006 SCALE 1"=10-0"



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Dire



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SPECIMEN FORM FOR TEN FINGERPRINTS Signatures of the No exacutants and or purchaser Presentants Little Ring M ddle Fore Thumb (eff hand) Name: SHYAM SUNDAR KHANRA Thumb Fore Middle Ring Little (right handi Little Middle Ring Fore Thumb (left handi Name: ANIL KUMAR SARAF Thumo Fore M ddle Ring Little (nght hand; Little Ring Midale Fore Thumb (left hand) Name: Thumb Fore Middle Ring Little (right) rand)



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Government Of West Bengal

Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 05589 of 2011 (Serial No. 05973 of 2011)

2. Mr. Anil Kumar Saraf

Director, Gangotri Marcom Pvt. Ltd. Pan No- Aaecg 2453q, 12/2, Sovaram Bysack Street, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Director, Gangotri Dealmark Pvt. Ltd. Pan No-aaecf 2454k, 12/2, Sovaram Bysack Street, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Director, Puspanjali Commercial Pvt. Ltd. Pan No- Aagcp 0057 R, 12/2, Sovaram Bysack Street, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700007.

Director, Radha Krishna Marcom Pan No- Aafcr 2835j, 12/2, Sovaram Bysack Street, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700007.

Director, Subh Labh Marcom Pvt. Ltd. Pan No- Aapcs 7911, 12/2, Sovaram Bysack Street, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700007.

Director, Ganapati Marcom Pvt. Ltd. Pan No- Aaecg 2452r, 49/1/1, Cotton Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Director, Tarapith Commercial Pvt. Ltd. Pan No- Aadct 8416f, 49/1/1, Cotton Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Director, Tarapith Distributors Pvt. Ltd. Pan No- Aadct 8417 E, 49/1/1, Cotton Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700007.

Director, Tarapith Merchants Pvt. Ltd. Pan No- Aadct 8418m, 49/1/1, Cotton Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

By Profession: Business

Identified By Naveen Lath, son of . ., 6 A, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 21/07/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Afford South 24 Pargalland

(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

21/07/2011 12:53:00

EndorsementPage 2 of 3



Government Of West Bengal

Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05589 of 2011

(Serial No. 05973 of 2011)

On

Payment of Fees:

On 20/07/2011

:-700001.

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

Presented for registration at 16.20 hrs on :20/07/2011, at the Private residence by Mr. Anil Kumar Saraf , Claimant.

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

Execution is admitted on 20/07/2011 by

 Sri Shyam Sundar Khanra Receiver/ Jt. Comm. Of Partion, Honourable Hight Court, Kol,in Suit No. 1970 Of 1933, 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin

, By Profession : Advocate



(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

21/07/2011 12:53:00

EndorsementPage 1 of 3



Government Of West Bengal Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05589 of 2011

(Serial No. 05973 of 2011)

Rs. 486730/-, on 21/07/2011

(Under Article : A(1) = 486684/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 21/07/2011)

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.-44244133/-

Certified that the required stamp duty of this document is Rs.- 3097109 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 3097109/- is paid, by the draft number 690405, Draft Date 19/07/2011, Bank Name State Bank of India, CHOWRINGHEE, received on 21/07/2011

(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

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(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

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