

DATED THIS 26th DAY OF December, 2008

B E T W E E N
BENGAL ASSAM METAL INDUSTRIES
PRIVATE LIMITED

... VENDOR

A N D

MANJU VYAPAAR PRIVATE LIMITED
... CONFIRMING PARTY

A N D

MAHIMA TIE-UP PRIVATE LIMITED
... PURCHASER

C O N V E Y A N C E



VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.

F 13564/08

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I-12609/08

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INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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26/12/08

Certified that the document is admitted to registration, the State No. 26AA 499950 and the impressions of each of the parties to this document are the part of the instrument.

Additional Registrar
of Assurances, Kolkata

THIS INDENTURE made this ^{30.12.08} 26th day of ~~December~~ Two Thousand Eight BETWEEN BENGAL ASSAM METAL INDUSTRIES PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, and having its registered office at premises no. 25, Ballygunge Circular Road, 1st floor, Flat No.1A, Kolkata - 700019, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the FIRST PART, MANJU VYAPAAR PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, having its registered office at No.1, R. N.

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Mukherjee Road, Kolkata- 700001, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECOND PART AND MAHIMA TIE-UP PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, having its registered office at No.33/1, Netaji Subhas Road, Kolkata- 700001, hereinafter referred to as the **PURCHASER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **THIRD PART :**

WHEREAS :

A) By an Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No. 1, Volume No. 36, Pages 361 to 374, Being No. 1918 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Joka. P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.567 R.S.Dag No.641 containing an area of .0267 Decimals be the same a little more or less, under R.S.Khatian No. 266 R.S.Dag No. 635 containing an area of .0933 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

B) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as



Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No. 1, Volume No 36, Pages 375 to 386, Being No. 1919 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land situate lying at Mouza Joka. P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.567 R.S.Dag No.641 containing an area of .0266 Decimals be the same a little more or less, under R.S.Khatian No. 266 R.S.Dag No. 635 containing an area of .0934 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

C) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No. 1, Volume No 36, Pages 387 to 398, Being No. 1920 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Joka. P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.567 R.S.Dag No.641 containing an area of .0267 Decimals be the same a little more or less, under R.S.Khatian No. 266 R.S.Dag No. 635 containing an area of .0933 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.



M. Swapna Chowdhury

D) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No. I, Volume No 39, Pages 161 to 172, Being No. 2069 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee no.14 under R.S. Khatian No.376 R.S.Dag No.365/726 containing an area of .04 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/723 containing an area of .0034 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/724 containing an area of .0033 Decimals be the same a little more or less, under R.S.Khatian No. 575 R.S.Dag No. 366 containing an area of .0365 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

E) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Sujit Ghosh and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No 39, Pages 173 to 184, Being No. 2070 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee

no.14 under R.S. Khatian No.376 R.S.Dag No.365/726 containing an area of .04 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/723 containing an area of .0033 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/724 containing an area of .0033 Decimals be the same a little more or less, under R.S.Khatian No. 575 R.S.Dag No. 366 containing an area of .0367 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

F) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No. I, Volume No 39, Pages 185 to 196, Being No. 2071 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee no.14 under R.S. Khatian No.376 R.S.Dag No.365/726 containing an area of .04 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/723 containing an area of .0033 Decimals be the same a little more or less, under R.S.Khatian No. 375 R.S.Dag No. 364/724 containing an area of .0034 Decimals be the same a little more or less, under R.S.Khatian No. 575 R.S.Dag No. 366 containing an area of .0367 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

G) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of

the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.271, Pages 154 to 165, Being No. 13263 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of .0967 Decimals be the same a little more or less in Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635/988 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

H) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.271, Pages 166 to 176, Being No. 13264 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .0967 Decimals be the same a little more or less in Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635/988 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

I) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh

therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.271, Pages 177 to 187, Being No. 13265 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .0966 Decimals be the same a little more or less in Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635/988 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

J) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.275, Pages 120 to 131, Being No. 13297 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .12 Decimals be the same a little more or less situate lying at Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

K) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein

jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.275, Pages 132 to 143, Being No. 13298 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .12 Decimals be the same a little more or less situate lying at Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

L) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Sujit Ghosh and Smt. Swapna Chowdhury therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.265, Pages 188 to 199, Being No. 13315 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .12 Decimals be the same a little more or less situate lying at Mouza Joka, P.S. Thakurpukur J.L.No. 21 R.S.No.94 Towjee no.4 under R.S. Khatian No.266 R.S.Dag No.635 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

M) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh therein

jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.276, Pages 127 to 137, Being No. 13363 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .11 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee no.14 under R.S. Khatian No.375 R.S.Dag No.364 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

N) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.276, Pages 155 to 165, Being No. 13365 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .11 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee no.14 under R.S. Khatian No.375 R.S.Dag No.364 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

O) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein

jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.270, Pages 199 to 211, Being No. 13366 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .11 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No. 20 R.S.No.36 Towjee no.14 under R.S. Khatian No.375 R.S.Dag No.364 District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

P) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.275, Pages 155 to 167, Being No. 13422 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur, J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.375 R.S.Dag No.364/725 containing an area of .0016 Decimals be the same a little more or less, under R.S.Khatian No.376 R.S.Dag No.365/727 containing an area of .02 Decimals be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/728 containing an area of .01 Decimal be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/859 containing an area of .0033 Decimals be the same a

little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

Q) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.275, Pages 168 to 180, Being No. 13423 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur, J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.375 R.S.Dag No.364/725 containing an area of .0017 Decimals be the same a little more or less, under R.S.Khatian No.376 R.S.Dag No.365/727 containing an area of .02 Decimals be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/728 containing an area of .01 Decimal be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/859 containing an area of .0033 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

R) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.275, Pages 181 to 192, Being No. 13424 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein

mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land situate lying at Mouza Hanspukuria, P.S. Thakurpukur, J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.375 R.S.Dag No.364/725 containing an area of .0017 Decimals be the same a little more or less, under R.S.Khatian No.376 R.S.Dag No.365/727 containing an area of .02 Decimals be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/728 containing an area of .01 Decimal be the same a little more or less, under R.S.Khatian No.575 R.S.Dag No.366/859 containing an area of .0034 Decimals be the same a little more or less, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

S) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.220, Pages 470 to 482, Being No. 13427 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .0534 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.173, R.S.Dag No.363, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

T) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the

Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.268, Pages 128 to 139, Being No. 13428 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .0533 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.173, R.S.Dag No.363, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

U) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Smt. Ratna Mitra and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.I, Volume No.268, Pages 140 to 152, Being No. 13429 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .0533 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.173, R.S.Dag No.363, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

V) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Swapna Chowdhury therein referred to as Vendor of the First Part and Sujit Ghosh and Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the Vendor

herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.278, Pages 33 to 44, Being No. 13448 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .1267 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.376, R.S.Dag No.365, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

W) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Smt. Ratna Mitra therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Sujit Ghosh therein jointly referred to as Confirming Parties of the Second Part and the Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.272, Pages 311 to 324, Being No. 13449 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .1266 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.376, R.S.Dag No.365, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

X) By another Indenture of Conveyance dated the 23rd day of August, 1987 made between Sujit Ghosh therein referred to as Vendor of the First Part and Smt. Swapna Chowdhury and Smt. Ratna Mitra therein jointly referred to as Confirming Parties of the Second Part and the

Vendor herein therein referred to as the Purchaser of the Third Part and registered in the office of the Additional District Sub-Registrar Behala in Book No.1, Volume No.272, Pages 325 to 338, Being No. 13450 for the year 1987, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of .1267 Decimals be the same a little more or less situate lying at Mouza Hanspukuria, P.S. Thakurpukur J.L.No.20, R.S.No.36, Towjee No.14, under R.S.Khatian No.376, R.S.Dag No.365, District South 24-Parganas, more fully and particularly described in the Schedule thereunder written.

Y) Thus the Vendor herein became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land measuring 133 Cottahs 12 Chittacks 36 sq.ft equivalent to 2.23 acres be the same a little more or less situate lying at Mouza Joka P.S. Thakurpukur J.L. No. 21 Khatian nos. 226 and 567 Dag Nos. 635 (Part), 635/988 (Part) and 641 (Part) in the District of South 24-Parganas and Mouza Hanspukuria P.S. Thakurpukur, J.L. No. 20 Khatian nos. 173, 375, 376 and 575 Dag nos. 363 (Part), 364[Part], 364/723, 364/724, 364/725 (Part), 365 (Part), 365/726 (Part), 365/727 (Part), 366 (Part) 366/859, and 366/728 (Part), in the District of South 24-Parganas, more fully and particularly described in the **Schedule** hereunder written (hereinafter collectively referred to as the said land) free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

Z) By an Agreement for Sale dated the 13th day of October, 2007 made between the Vendor herein therein referred to as the Vendor of the One Part and the Confirming Party herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances I in Book no. 1 Volume no. 1 pages 1 to 27 Being no. 242 for the year 2008 the Vendor has agreed to sell and the Confirming Party

has agreed to purchase either itself or through its nominee or nominees All That the undivided half share in the said land free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at the consideration and on the terms and conditions thereunder written.

AA) The Confirming Party has since nominated the Purchaser to acquire All that the undivided 5.25% part or share in the said land at the consideration of Rs.14,05,000/- (Rupees fourteen lacs five thousand only) and on the terms and conditions contained in the aforesaid recited Agreement for Sale and requested the Vendor to execute and register the Conveyance in their favour.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.14,05,000/- (Rupees fourteen lacs five thousand only) of the lawful money of the Union of India well and truly paid by the Confirming Party on behalf of the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) (which sum would be reimbursed by the Purchaser to the Confirming Party, in the following instalments :-

- | | | |
|----|--|---------------|
| a) | At or before signing of this Indenture. | Rs.2,81,000/- |
| b) | Within January, 2009. | Rs.1,40,500/- |
| c) | Balance at the rate of Rs.1,40,500/- per month from April, 2009) | |

the Vendor doth hereby grant transfer convey assign and assure and the Confirming Party doth hereby confirm and assure unto and in favour of the Purchaser **ALL THAT** the undivided 5.25% part or share in piece or parcel of Sali land containing an area of 133 Cottahs 12 Chittacks 36 sq.ft equivalent to 2.23 acres be the same a little more or less situate lying at Mouza Joka P.S. Thakurpukur J.L. No. 21 Khatian nos. 226 and

567 L.R. Khatian no. 167, Dag Nos. 635 (Part), 635/988 (Part) and 641 (Part) in the District of South 24-Parganas and Mouza Hanspukuria P.S. Thakurpukur, J.L. No. 20 Khatian nos. 173, 375, 376 and 575, L.R. Khatian no. 750, Dag nos. 363 (Part), 364[Part], 364/723, 364/724, 364/725 (Part), 365 (Part), 365/726 (Part), 365/727 (Part), 366 (Part) 366/859, and 366/728 (Part), in the District of South 24-Parganas, more fully and particularly described in the **Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour **Red** thereon (hereinafter referred to as the "Said Land") **OR HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattaahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed or thing by the Vendor or its predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void

the same **AND THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now in good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid **AND** further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for it the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the undivided 5.25% part or share in piece or parcel of Sali land containing an area of 133 Cottahs 12 Chittacks 36 sq.ft equivalent to 2.23 acres be the same a little more or less situate lying at Mouza Joka, P.S. Thakurpukur, J.L. No. 21, Khatian Nos.226 and 567, L.R. Khatian No. 167, Dag Nos. 635 (Part), 635/988 (Part) and 641 (Part) in the District of South 24-Parganas and Mouza Hanspukuria P.S. Thakurpukur, J.L. No. 20 Khatian nos. 173, 375, 376 and 575, L.R.

Khatian no. 750, Dag nos. 363 (Part), 364[Part], 364/723, 364/724, 364/725 (Part), 365 (Part), 365/726 (Part), 365/727 (Part), 366 (Part) 366/859, and 366/728 (Part), in the District of South 24-Parganas, shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon butted and bounded in the manner follows :-

ON THE NORTH : By Dag Nos. 363 (Part), 365 [Part] 635 (Part), 635/988 (Part), 636 and 726 (Part).
ON THE SOUTH : By Dag Nos. 364/725 (Part), 365/727 (Part), 366 (Part), 366/728 (Part), 635 (Part), 635/988 (Part) and 726 (Part).
ON THE EAST : By Diamond Harbour Road.
ON THE WEST : By Dag No. 357, 733 and 852.

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

SIGNED SEALED AND DELIVERED

by the said **VENDOR** in the presence of :

Krushna Gaunka
 S/o Ranjivwan Gaunka
 38, Padda Paboz Rd Kol-20
 A - Mukherjee

SIGNED SEALED AND DELIVERED

by the said **CONFIRMING PARTY** in the presence of :

Krushna Gaunka

A - Mukherjee

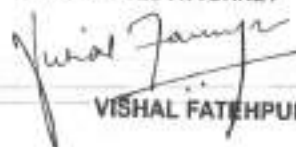
SIGNED SEALED AND DELIVERED

by the said **PURCHASER** in the presence of :

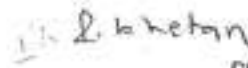
Krushna Gaunka

A - Mukherjee


For BENGAL ASSAM METAL INDUSTRIES PVT. LTD.
 CONSTITUTED ATTORNEY


 VISHAL FATEHPURIA

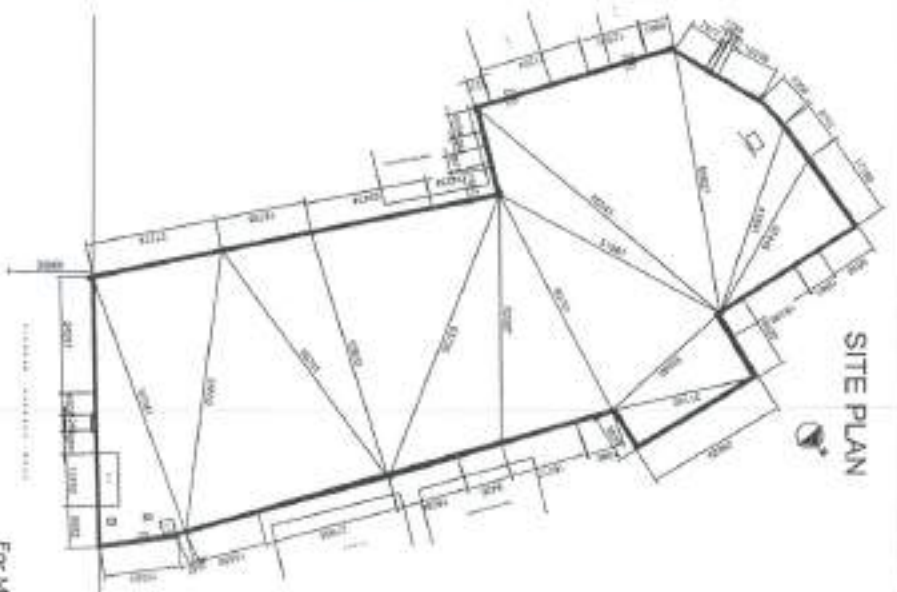
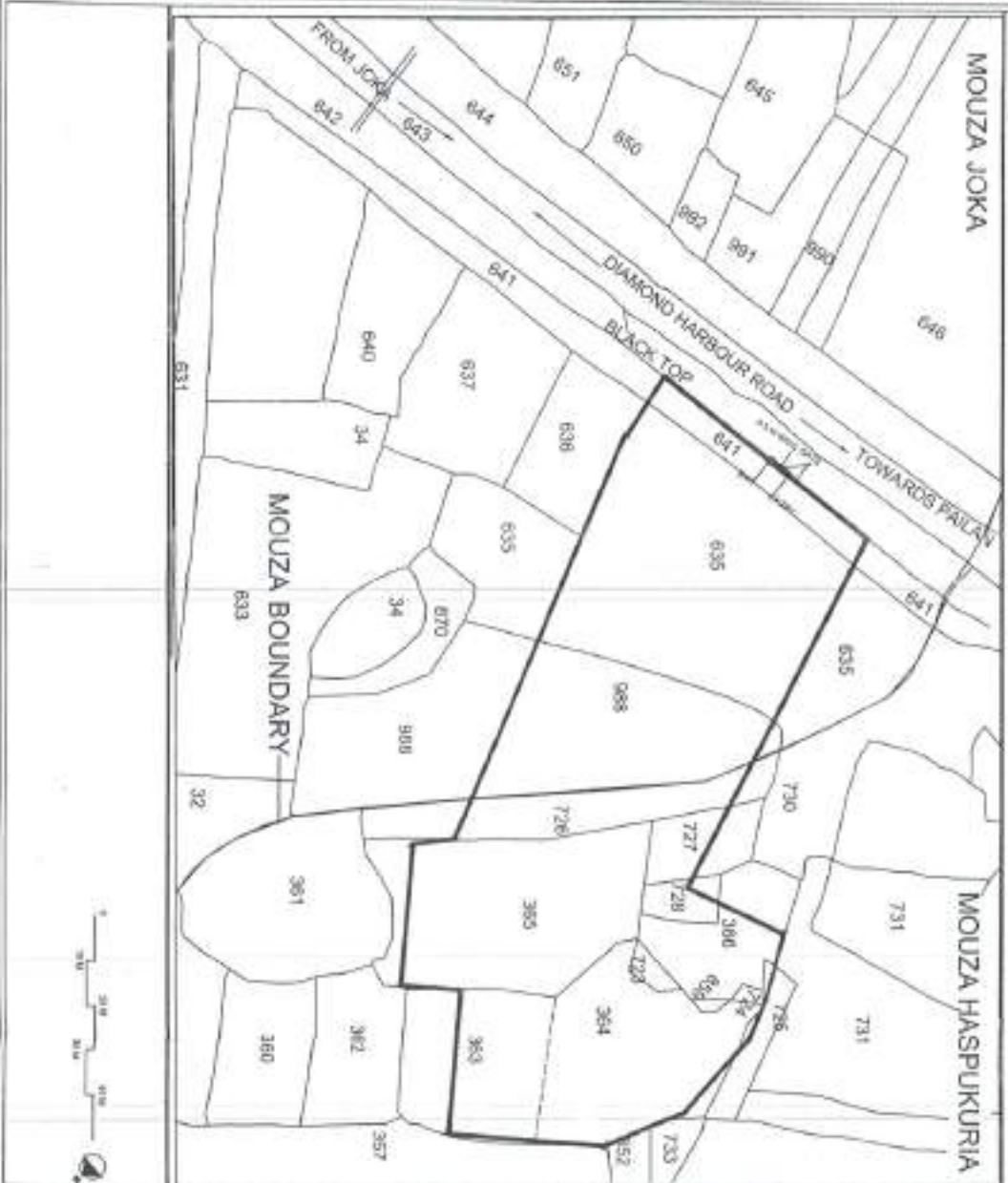
For MANJU VYAPAAR PVT. LTD.


 Director

For Mahindra Traders Pvt. Ltd.


 Manju Fatehpuria
 Director
 (Manju Fatehpuria.)

SITE PLAN ON MOUZA MAP :
 - MOUZA JOKA AND MOUZA HANSPUKURIA ON. D.H.ROAD 24 PARAGANAS (S)
 LAND AREA : 2.23 ACRES OR 8949.83 SQ.M.



SITE PLAN

LAND SCHEDULE

Sl. No.	MOUZA	
	Joka LAND AREA IN ACRES	Hanspukuria LAND AREA IN ACRES
1	0.94	0.38
2	0.29	0.16
3	0.08	0.07
4	0.08	0.07
5	0.08	0.07
6	0.08	0.07
7	0.08	0.07
8	0.08	0.07
9	0.08	0.07
10	0.08	0.07
11	0.08	0.07
12	0.08	0.07
13	0.08	0.07
14	0.08	0.07
15	0.08	0.07
16	0.08	0.07
17	0.08	0.07
18	0.08	0.07
19	0.08	0.07
20	0.08	0.07
21	0.08	0.07
22	0.08	0.07
23	0.08	0.07
24	0.08	0.07
25	0.08	0.07
26	0.08	0.07
27	0.08	0.07
28	0.08	0.07
29	0.08	0.07
30	0.08	0.07
31	0.08	0.07
32	0.08	0.07
33	0.08	0.07
34	0.08	0.07
35	0.08	0.07
36	0.08	0.07
37	0.08	0.07
38	0.08	0.07
39	0.08	0.07
40	0.08	0.07
41	0.08	0.07
42	0.08	0.07
43	0.08	0.07
44	0.08	0.07
45	0.08	0.07
46	0.08	0.07
47	0.08	0.07
48	0.08	0.07
49	0.08	0.07
50	0.08	0.07
TOTAL	2.23 ACRES	1.225

For ESSEY METAL INDUSTRIES PVT. LTD.
 CONSTITUTED ATTORNEY
Vishal Faterpuria
 VISHAL FATERPURIA

For MANU VAPAKAR PVT. LTD.
M. V. Vapakar
 Director
 For Manu Vapakar Pvt. Ltd.
 K. R. Prasad Faterpuria
 Director

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.2,81,000/- (Rupees Two Lacs Eighty One Thousand only) being the part consideration money as per Memo below:-

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque No</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
04/10/08	062741.	The Federal Bank - R.N. Mukherjee		Rs 2,45,000/-
4/10/08	062743.	The Federal Bank - R.N. Mukherjee		Rs 36,000/-
				<u>Rs 2,81,000/-</u>

(RUPEES TWO LACS EIGHTY ONE THOUSAND ONLY)

WITNESSES :































Krishna Ganika.

A. Mukherjee

For MANJU VYAPAAR PVT. LTD.

S. Khetan
Director

SPECIMEN FORM FOR TEN FINGERPRINTS

1.	S. Khetan					
		Little	Ring	Middle (left)	Fore Hand	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand	Little
2.	Vinit Jangra					
		Little	Ring	Middle (left)	Fore Hand	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand	Little
3.	Manju Falgunia					
		Little	Ring	Middle (left)	Fore Hand	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand	Little
4.						
		Little	Ring	Middle (left)	Fore Hand	Thumb
		Thumb	Fore	Middle (right)	Ring Hand	Little

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-12609 of :2008
(Serial No. 13564, 2008)

26/12/2008

Representation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 17.15 hrs on :26/12/2008,at the Private residence by Vishal Fatehpuria,one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 26/12/2008 by

1. Vishal Fatehpuria,Attorney,Bengal Assam Metal Industries Pvt. Ltd.,25, Ballygunge Circular Road,1st Floor,Kolkata-700019, profession :Others
2. Manju Fatehpuria.,Director,Mahima Tie-up Pvt. Ltd.,33/1, Netaji Subhas Road,Kolkata-700001, profession Business

Identified By Krishna Gupta, son of Ranjiwar Gupta 38, Poddo Pukur Road Kolkata 700020 Thana:, by caste Hindu,By Profession :Service.

Name of the Registering officer :Ramananda Das
Designation :A. R. A. -I KOLKATA

On 27/12/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 17402/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:27/12/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1582481/-

Certified that the required stamp duty of this document is Rs 10 /- and the Stamp duty paid as: Impresive Rs- 10

Name of the Registering officer :Ramananda Das
Designation :A. R. A. -I KOLKATA

On 30/12/2008

Certificate of Admissibility(Rule 43)



[Ramananda Das]
A. R. A. -I KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA

Govt. of West Bengal

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-12609 of :2008
(Serial No. 13564, 2008)

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

Admission of Execution(Under Section 58)

Execution is admitted on 30/12/2008 by

1. P. Khetan, Director, Manju Vyappar Pvt. Ltd, 1, R. N. Mukherjee Road, Kolkata-700001, profession :Others
Identified By Krishna Gupta, son of Ranjwar Gupta 38, Poddo Pukur Road Kolkata 700020 Thana: ..., by caste
Hindu, By Profession :Service.

Name of the Registering officer : **Ramananda Das**
Designation : **A. R. A. -I KOLKATA**



[Ramananda Das]
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA
Govt. of West Bengal

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A.-I KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 13564 / 2008, Deed No. (Book - I , 12609/2008)

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

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	P Khetan Address -1, R. N. Mukherjee Road Kolkata. W. B.	Confirming Party		 LTI	For M/s. UYAPAK FUT LTD P Khetan DIRECTOR.
			30/12/2008	30/12/2008	

Name of Identifier of above Person(s)
 Krishna Gupta
 PS-.....,38, Poddo Pukur Road Kolkata

Signature of Identifier with Date

 Krishna Gupta
 38, Poddo Pukur Rd
 Kol-20 Sonu co.
 30/12/08.




(Ramananda Das)
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 62
Page from 10024 to 10052
being No 12609 for the year 2008.




(Ramananda Das) 01-January-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal