भारतीय गर न्यायिक एक सो रुपये कि Rs. 100 ONE HUNDRED RUPEES

INDIANONSUDICIAL

প্~िञ्चवङ्ग पश्चिम बंगाल WEST BENGAL

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14/7/1091

Certified that the document is admitted to registration. The signature sheet and the endorsement sheets sittached with this document are the Part of this essement.

District Sub-Registrar, Howrah

FI 4 JUL 2010

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THIS INDENTURE OF CONVEYANCE is made on this 14th day of July, 2010 BETWEEN (1) SRI KISHAN GOPAL BAGARIA (PAN NO. ADOPB7574R) Son of Sri Shiw Bhagwan Bagaria, by faith



Rahul Jain
Director

4083

SURYA MERCHANDISE PVT. LTD.

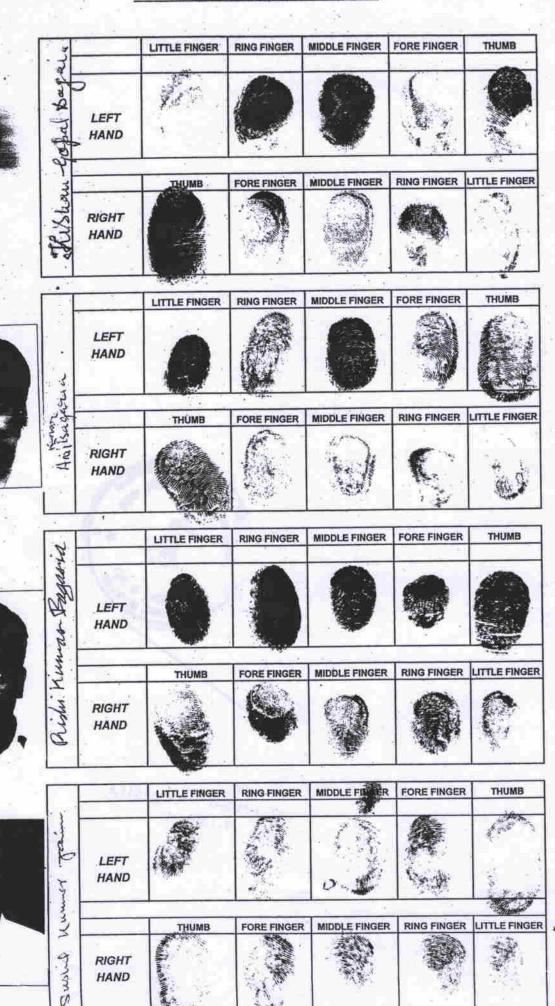
Rahul Jain

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SPECIMEN FORM FOR TEN FINGER PRINTS





Government Of West Bengal

Office Of the D.S.R.HOWRAH District:-Howrah

Endorsement For Deed Number: I - 06958 of 2010

(Serial No. 07797 of 2010)

On 14/07/2010

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.-22500000/-

Certified that the required stamp duty of this document is Rs.- 1575010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

Presented for registration at 19.47 hrs on :14/07/2010, at the Private residence by Sri Rahul Jain , one of the Claimants.

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

Execution is admitted on 14/07/2010 by

- Sri Kishan Gopal Bagaria, son of Sri Shiw Bhagwan Bagaria, 10 Ballygunge Park Road, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700019, By Caste Hindu, By Profession: Business
- Sri Anil Kumar Bagaria, son of Sri Kishan Gopal Bagaria, 10 Ballygunge Park Road, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin: -700019, By Caste Hindu, By Profession: Business
- Sri Rishi Kumar Bagaria, son of Sri Kishan Gopal Bagaria, 10 Ballygunge Park Road, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin: -700019, By Caste Hindu, By Profession: Business
- Sri Rahul Jain
 Director, Surya Merchandise Pvt. Ltd., Pan No. A A M C S 9 6 6 2 F, 22 Armenian Street, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700001.

 By Profession: Business
- Sri Sushil Kumar Jain Director, Sreebhumi Merchandise Pvt. Ltd., Pan No. A A M C S 9 6 5 2 H, 11 Mullick Street, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700007.
 By Profession: Business
- Miss. Ritu Jain
 Director, Apollo Tradecom Pvt. Ltd., Pan No. A A H C A 6 6 5 8 C, 11 Mullick Street, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700007.

 By Profession: Business

Identified By R. K. Khandelwal, son of . , High Court Kolkata, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Sant Kumar RoyChowdhury)
DISTRICT SUB-REGISTRAR OF HOWRAH

EndorsementPage 1 of 2



Government Of West Bengal

Office Of the D.S.R.HOWRAH District:-Howrah

Endorsement For Deed Number: I - 06958 of 2010 (Serial No. 07797 of 2010)

> (Santi Kumar RoyChowdhury) DISTRICT SUB-REGISTRAR OF HOWRAH

On 15/07/2010

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article: A(1) = 247489/-, E = 7/-, H = 28/-, M(b) = 4/- on 15/07/2010

Deficit stamp duty

Deficit stamp duty Rs. 1575100/- is paid, by the draft number 845230, Draft Date 02/07/2010, Bank Name State Bank of India, PARK STREET, received on 15/07/2010

(Santi Kumar RoyChowdhury) DISTRICT SUB-REGISTRAR OF HOWRAH

(Santi Kumar RoyChowdhury)
DISTRICT SUB-REGISTRAR OF HOWRAH
EndorsementPage 2 of 2

15/07/2010 11:59:00

ifficate of Registration under section 60 and Rule 69.

Legistered in Book - I CD Volume number 16 Page from 4246 to 4268 being No 06958 for the year 2010.



(Santi Kumar RoyChowdhury) 15-July-2010 DISTRICT SUB-REGISTRAR OF HOWRAH Office of the D.S.R.HOWRAH West Bengal

ROSE MARY LANE, POLICE STATION-GOLABARI, LINCIPAL CORPORATION, CONVEYANCE THE DOF KINHEN GOPAL BAGARIA & OTHERS
AREA OF PROT TO BE REGISTERED 18 K-13-CH IS REPORTED FOR THE HOWRAH.
REMISES INC. DAMES AT THE SOUTHERN PORTION OF 82, ROUSE BARY LANE HOWRAH. BOUNDARY TO BE THE GISTERED SHOWN IN RED BORDER-SCALE=1:300 82/1 ROSE MARY LANE.

Hindu by occupation business residing at 10, Ballygunge Park Road, Kolkata – 700 019 (2) SRI ANIL KUMAR BAGARIA (PAN NO. ADOPB5576F) son of Sri Kishan Gopal Bagaria by faith Hindu, by occupation business residing at 10. Ballygunge Park Road, Kolkata – 700 019 AND (3) SRI RISHI KUMAR BAGARIA (PAN NO. AGKPB 5423E), son of Sri Kishan Gopal Bagaria by faith Hindu, by occupation business residing at 10, Ballygunge Park Road, Kolkata – 700 019, hereinafter referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrator, legal representatives and assigns) of the ONE PART

AND

(1) SREEBHUMI MERCHANDISE PRIVATE LIMITED, a Private Limited Company having PAN NO.AAMCS9652H incorporated within the provisions of Companies Act, 1956 having its registered office at 11, Mullick Street, Kolkata – 700 007 represented by its Director Sri. Sushil Kumar Jain son of Late Bengal Chand Jain by faith Hindu by occupation business of 162/164 Mahatma Gandhi Road, Kolkata – 700 007 and (2) SURYA MERCHANDISE PRIVATE LIMITED, a Private Limited Company having PAN No. AAMCS9662F incorporated within the provisions of Companies Act, 1956, having its registered office at 22, Armenian Street, Kolkata – 700 061, represented by its Director, Sri. Rahul Jain son of Sri. Sushil Kumar Jain, by faith Hindu, by occupation business of c/o Variety Stores, 164, Mahatma Gandhi Road, Kolkata – 700 007 and (3) APOLLO TRADECOM PRIVATE LIMITED, a Private Limited Company

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APOLLO TRADECOMM PVT. LTD.
Rilli foin
Director

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Kishan Gofal Begrin



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- Anil Kumur Bagaria



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" Rishi Kumur Bagania.



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1 4 JUL 2010

having PAN No. AAHCA6658C incorporated within the provisions of Companies

Act, 1956 having its registered office at 11, Mullick Street, Kolkata – 700 007

represented by its Director Miss. Ritu Jain daughter of Sri. Sushil Kumar Jain by

faith Hindu by occupation business of 159, Rabindra Sarani, 8th floor, Kolkata –

700 007, hereinafter collectively referred to as PURCHASERS (which term or
expression shall unless excluded by or repugnant to the subject or context be
deemed to mean and include its successor or successors in office and assigns) of the

OTHER PART.

WHEREAS:

- A. The State of West Bengal, Directorate of Fisheries having acquired, has been and is the Sole and absolute owner of All That the land measuring about 2(two) Bighas and 3 (three) Cottahs Together with building, shed, boundaries and other structures whatsoever lying erected and/or built threat situate lying at and being Municipal Premises No. 62, Rose Mary Lane, Police Station Golabari, Howrah, Pin 710 101 hereinafter referred to as the "said Larger Premises", more fully described in the First Schedule hereunder written.
- B. On the 24th November, 1965 the State of West Bengal, Directorate of Fisheries had made over the possession of portion of the "said Larger Premises" being All that the demarcated Land measuring about 18 (Eighteen) Cottahs and 13 (Thirteen) Chittacks along with building, shed, boundaries and other structures situate lying at and being the Southern Portion of the said Premises No. 62, Rose Mary Lane, Police Station Golabari, Howrah Pin 710101 (hereinafter referred to as the "said premises") unto and in favour of the Central Fisheries Corporation Ltd., a

Sold Services

Government of India undertaking having its registered office at No. 14, Watking Lane, Howrah (hereinafter referred to as the "Company") for promotion and marketing of Fish in the State of West Bengal.

- C. Since after the delivery of possession, the said company had duly erected shed, boundaries, and other structures at or upon the "said premises" being the Southern Portion of Premises No. 62, Rose Mary Lane, Howrah -710101.
- D. In response to the proposal for sale vide letters dated November 17, 1973 and November 23, 1973 both written on behalf of the State of West Bengal, the said Company Messrs. Central Fisheries Corporation Ltd. duly agreed to purchase and/or acquire the "said premises" and further agreed to pay to the State of West Bengal the proportionate cost amounting to Rs. 1,46,129/- as and by way of consideration and also to pay the arrears of Lease Rent on account and in respect of the said premises.
- E. The State of West Bengal Fisheries Department vide its letter bearing No. 4478-FISH/15A-14/69 dated November 23, 1973 duly recorded and confirmed that sanction and grant of permission by the Governor on behalf of the State of West Bengal for sale of the "said premises" in favour of the said Company in consideration of payment of the said proportionate cost of Rs. 1,46,129/- and also recorded that the said order was with the concurrence of the Finance Department of the State of West Bengal vide V.O. No. Group-A-417 dated November 22, 1973.
- F. In view of the above, the said Company Messrs. Central Fisheries Corporation Ltd. duly paid the said proportionate costs of Rs. 1,46,129/- towards

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consideration for purchaser of the "said premises" and also duly paid the arrears of rent vide challans both dated November 27, 1973.

- G. After having paid the said amount of Rs. 1,46,129/- towards the consideration as aforesaid, the company by its letter dated April 5, 1976 also duly forwarded the Draft Sale Deed to the Directorate of Fisheries, for its approval. There had been series of correspondence by and between the said Company and the State of West Bengal represented by the Directorate of Fisheries with regard to the finalization of the Draft Sale Deed as also completion of the sale by executing Sale Deed in favour of the Company. By its letter dated August 24, 1981 the Company has reminded the State of West Bengal for execution of the Conveyance Deed in respect of the "said Premises" in its favour.
- H. The said company being in possession of the "said premises" as also having duly the consideration for purchase as aforesaid, and pending the completion of the sale and the execution of the sale deed in its favour, was directed to be wound up by an order dated 17th June, 1983 passed by the Hon'ble High Court, Calcutta in C.P. No. 152 of 1983 and in pursuance thereof, the Official Liquidator had taken over possession of the said premises.
- I. In pursuance of the Notice caused to be published by the Official Liquidator in newspapers inviting offers for sale of the "said premises" by virtue of the orders passed by the Hon'ble High Court, Calcutta, the Vendor Sri Kishan Gopal Bagaria had submitted his offer for purchase of the "said premises". Subsequently by an order dated 20th September, 1984 the Hon'ble Court confirmed the sale of the "said premises" in favour of the Vendor Sri Kishan Gopal Bagaria, at

or for the said consideration price of Rs. 24/- Lacs to be paid to the Official Liquidator and further directed the State of West Bengal to complete the sale by executing Sale Deed in favour of the Vendor Sri Kishan Gopal Bagaria within the time mentioned therein. By a subsequent order dated 29th October, 1987 the Hon'ble High Court, Calcutta gave direction for completion of the sale of the "said premises" in favour of the said Vendor Sri Kishan Gopal Bagaria or his nominee or nominees

- J. In terms of the said Judgment and order dated 20th September, 1984 and dated 29th October, 1987, the Vendor Sri Kishan Gopal Bagaria duly paid the said entire purchase consideration price of Rs. 24,00,000/- (Rupees Twenty Four Lacs) only to the office of the Official Liquidator, High Court, Calcutta and further nominated himself and his sons Sri Anil Bagaria and Sri Rishi Bagaria as his nominees to complete the purchase and also to have Conveyance Deed in respect of the "said premises" in their favour.
- K. The State of West Bengal, Director of Fisheries had challenged the said order and further applied for recalling the said Judgment and order dated 20.09.1984. By a judgment and order dated the 5th May, 1987 the said application of the State of West Bengal was dismissed by the Hon'ble Court. On an appeal being Appeal No. 672 of 1987 against the said judgment and order dated the 5th May, 1987, the same was also dismissed by a judgment and order dated 6th November, 1989 passed by the Division Bench of the Hon'ble High Court, Calcutta.
- L. In or about February, 2005 the State of West Bengal made another application being C.A. No. 91 of 2005 before the Hon'ble High Court, Calcutta

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praying for recalling the said orders dated the 20th September, 1984 and dated the 5th May, 1987 but the said application was dismissed by the Hon'ble High Court, Calcutta by a judgment and order dated the 20th April, 2005. The State of West Bengal preferred an Appeal being APOT No. 766 of 2005 against the said judgment and order dated 20.04.2005.

- M. The said judgment and order dated 20th September, 1984 passed by the Hon'ble High Court, Calcutta inter alia, directing the State of West Bengal to complete the sale of the "said premises" by executing and registering Deed of Conveyance in respect of the said premises" having been still in force and binding upon the State of West Bengal, a joint meeting was held on the 7th December, 2009 between the Fisheries Department, State of West Bengal and the Vendor Sri Kishan Gopal Bagaria. On being called upon by the said Vendor Sri Kishan Gopal Bagaria to act in accordance with the said order, by three separate letters respectively dated 10th December, 2009, 11th December, 2009 and 7th January, 2010 the Government of West Bengal, Fisheries Department informed that they are decided to complete the sale by executing conveyance and also advised their Advocate Sri Supriya Roy Chowdhury to take necessary steps to withdraw the said pending Appeal being APOT No. 766 of 2005.
- N. By an order dated the 26th day of March, 2010 passed by the Division Bench of Hon'ble High Court, Calcutta the aforesaid Appeal being No. APOT No.766 of 2006 has been dismissed as withdrawn.
- O. Under the aforesaid circumstances, the Governor, State of West Bengal executed and registered a Deed of Conveyance on 30th March, 2010 in favour of the Vendors herein which was registered before the District Sub-Registrar Howrah in Book No 1 being No 3285 and the Vendors has become the absolute owner of the

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said premises free from all encumbrances, liens, lispendens, mortgages, attachments etc.

- P. The vendors have been in peaceful vacant possession of the said premises from the day of their purchase.
- Q. The Purchasers believing the statement of the Vendors that they are absolute owners of the said premises having marketable and saleable right, title and interest free from all encumbrances have agreed to purchase the said premises at and for a total consideration of Rs.2,25,00,000/- (Rupees Two crores twenty five lacs) only and the Vendors have agreed to sell the said premises to the Purchaser on the said consideration.
- R. That the Vendors No. 2 and 3 have specifically instructed the Purchasers herein to make the payment of the aforesaid consideration sum by issuing cheques in the name of Vendor No. 1.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

In pursuance of the aforesaid agreement and in consideration of the said sum of Rs.2,25,00,000/- (Rupees Two Crores Twenty Five Lacs) only paid to the Vendors by the Purchasers before execution of these presents (the receipt whereof the Vendors doth hereby acknowledges), the Vendors do hereby grant, sell, transfer, convey assign and assure unto and in favour of the Purchasers abovenamed ALL THAT the piece and parcel of Plot of Land containing by measurement an area of 18 (eighteen) cottahs and 13 (thirteen) chittacks be the same a little more or less Together with shed, boundary walls and other structures whatsoever lying erected

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thereat and the same situated, lying at and being the Southern Portion of municipal Premises No.62, Rose Mary Lane, P.S. Golabari, Ward No.13 within Howrah Municipal Corporation, Howrah- 710 101, shown and delineated in RED Borders in the map or plan annexed hereto and also morefully described in the Schedule "B" hereunder written (hereinafter referred to as the" said premises"). OR HOWSOEVER OTHERWISE the "said premises" is or was butted, bounded, called, known, numbered, described or distinguished. TOGETHER WITH all areas, trees, ways, sewers, drains, water, liberties, privileges, easements, advantages, rights and appurtenances whatsoever thereunto belonging or held or used or enjoyed or reputed a part or member thereof or appurtenant thereto AND ALL the estate right title interest use possession benefit, claim and demand whatsoever of the Vendors into upon or in respect of the "said premises" and every part thereof AND ALL deeds, pattas, writings, muniments and evidences of title relating thereto or any part thereof, which now are or may hereafter be in the possession or custody of the Vendors or any person or persons from whom the Vendors may procure the same, without any action either at law or in equity; TO HAVE AND TO HOLD the "said premises" morefully described in the Schedule "B" hereunder written hereby granted, sold, transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and forever, without any manner of condition use trust and other things whatsoever to encumber or make void the same and free from all encumbrances whatsoever.

THE VENDORS DOTH HEREBY COVENANTS WITH THE PURCHASERS

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- A. The said premises is free from all encumbrances and the Vendor have unfettered right, title and interest over and above the said premises and further has a marketable and saleable right, title and interest to sell the said premises to the Purchasers.
- B. The Purchasers shall from time to time hereinafter and forever peacefully and quietly enter into, hold, possess and enjoy the said premises mentioned in Schedule B hereto hereby granted, sold, conveyed, transferred and shall receive and take rents, issues and profits there from without any trouble, hindrance, eviction and/or interruption by the Vendors or any person lawfully and equitably claiming from under or in trust of the Vendors.
- C. The Vendors will from time to time and all times to come at the request and cost of the Purchasers do execute and caused to be done and/or executed all such acts, deeds and things for further bettering and more perfectly assuring the said premises mentioned in Schedule B hereto and every part thereof unto the Purchasers.
- D. The Vendors hereby authorize and empower the Purchasers to have their names mutated in all statutory records including the rights of Howrah Municipal Corporation and the Vendors are authorized by the Purchaser to take all steps to that effect.
- E. The Vendors have assured the Purchaser that there is no arrear of dues with regard to the said premises and everything have been paid off and in case it is found that some arrear is due and payable up to the date of execution and

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registration of this conveyance, then and in such event the Vendors shall pay off the same without pushing the liability to the Purchasers and to that effect the Vendors hereby indemnify the Purchasers against any arrear demand in respect of the said premises.

- F. The Vendors have handed over peaceful, vacant possession of the said premises to the Purchasers.
- G. All liabilities in respect of the said premises from the date of execution and registration of Conveyance as well as handing over possession shall be of the Purchasers and the Vendors will not be liable for the same.
- H. The Vendors do hereby further declare that the payment of the aforesaid consideration sum by Cheques in the name of Vendor No. 1 is sufficient payment and the Vendors herein have no further claim against the Purchasers on account of payment of the aforesaid consideration sum.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of Plot of land admeasuring an area of 2 (two) Bighas and 3 (three) Cottahs (on actual measurement 2 Bighas 8 Cottahs and 11 Chittacks) be the same a little more or less Together With building, shed, boundaries and other structures whatsoever lying erected and/or built thereat situate lying at and being Municipal Premises No. 62, Rose Mary Lane, Ward No. 13, Police Station Golabari, Howrah Pin 710101, and the same butted and bounded in the manner following that is to say:

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On the North

By Rose Mary Lane;

On the East

By Abdul Kalam Azad Road (Dobson Road);

On the South

By Holding No. 5, 6 and 7 Kings Road;

On the West

by 62/1, Rose Mary Lane.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT the piece or parcel of demarcated Land containing by measurement an area of 18 (Eighteen) Cottahs and 13 (thirteen) Chittacks be the same a little more or less Together with shed, boundary walls and other structures whatsoever lying erected thereat and the same situated, lying at and being the Southern Portion of municipal Premises No. 62, Rose Mary Lane, Police Station Golabari, Ward No. 13 within Howrah Municipal Corporation, Howrah, Pin-711 101, shown and delineated in RED Borders in the map or plan annexed hereto and butted and bounded in the manner following that is say:

On the North

by remaining portion of 62, Rose Mary Lane;

On the East

by Abdul Kalam Azad Road (Dobson Road);

On the South

by holding Nos. 5, 6 and 7 Kings Road;

On the West

by 62/1, Rose Mary Lane;

IN WITNESS WHEREOF the parties' abovenamed have put their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendors above named at Kolkata in The presence of

RIK I andelwood, Adv Good Port affice sover Forcata-1

History elopal Bagaire. Anil Kumar Bagaria Pidi Human Bagaria.

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SIGNED, SEALED AND DELIVERED

by the Purchasers above named at Kolkata in

the presence of

1. RIG Exhandulum, Adv. 6 ad Post Atice (snew) Koncatan).

Diguips Harrier 28/1 G. T. Road Beller House

EEBHUM MERCHANDISE PVT. LTD. susup you

Director

SURYA MERCHANDISE PVT. LTD.

Maheel Jain

Director

APOLLO TRADECOMM PVT. LTD.

Ritudain

Director

RIG Ichandelwed, Adv. High Count, Iconocata

Received from the within named Purchasers a sum of Rs.2,25,00,000/- (Rupees two crores twenty five lacs) only by Memo hereunder written.:

PARTICULARS

 By Cheque No. 931751 dated 22.04.2010 drawn on Punjab National Bank, Burrabazar Branch in favour of Kishan Gopal Bagaria issued by Apollo Trade Com Private Limited. 	Rs.	60,00,000.00
 By Cheque No. 904926 dated 01.07.2010 drawn on Punjab National Bank, Burrabazar Branch in favour of Kishan Gopal Bagaria issued by Surya Merchandise Private Limited. 	Rs.	75,00,000.00
 By Cheque No. 932011 dated 01.07.2010 drawn on Punjab National Bank, Burrabazar Branch in favour of Kishan Gopal Bagaria issued by Sreebhumi Merchandise Private Limited. 	Rs.	75,00,000.00
4) By Cheque No. 931765 dated 01.07.2010 drawn on Punjab National Bank, Burrabazar Branch in favour of Kishan Gopal Bagaria issued by Apollo Trade Com Private Limited.	Rs.	15,00,000/00
Total	Rs.	2,25,00,00.00

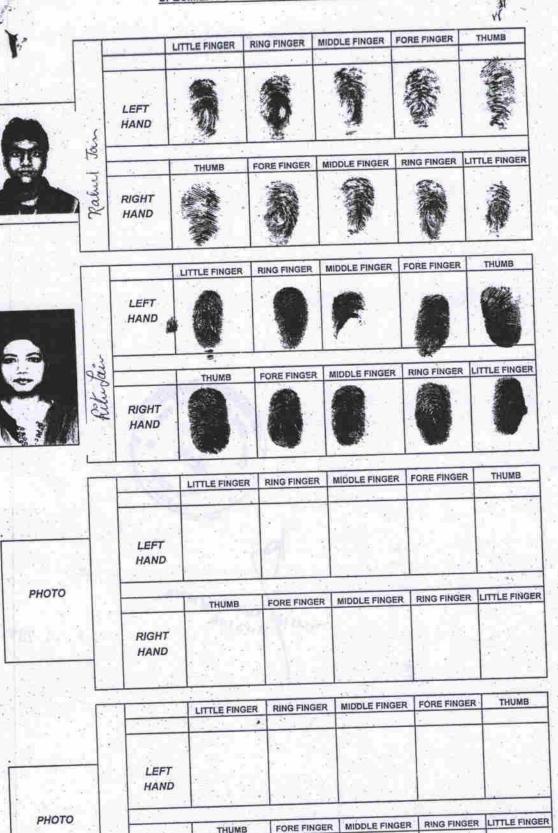
(Rupees Two Crores Twenty Five Lakhs) only

WITNESSES:

- 1) R K schancellural Adv Gad Port office freet [calcato]
- 2) Deguiry Harring 38/1 G.T. Road Belur. Howmen

Kishan Gopal Bagaria. Anil Kumar Bagaria. Rishi Kumar Bagaria.

SPECIMEN FORM FOR TEN FINGER PRINTS



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