

Phone : 2242-0708
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Tele : SAMAPOC
FAX : 2248-2483
E-mail : olcal1@yahoo.com
olkolkata@gmail.com

Government of India/भारत सरकार

Ministry of Corporate Affairs/कॉर्पोरेट कार्य मंत्रालय

Office of the Official Liquidator/शासकीय समापक का कार्यालय

High Court, Calcutta/उच्च न्यायालय, कलकत्ता

9, Old Post Office Street 5th Floor, /9, ओल्ड पोस्ट ऑफिस स्ट्रीट, 5वाँ मंजिल,
Kolkata - 700 001/कोलकाता 700 001

No. Ol.-1488/12(VI)/ 2794/G

Dated: 30-6-11

To
Singhania & Co.
Advocates
7B, K. S. Roy Road,
2nd Floor,
Kolkata - 700 001.

B.I.F.R. Case No. 508 of 1992
In the matter of:-
Cycle Corporation of India Ltd.
(In Liquidation)

Sir,

Subject: Approval of draft deed of conveyance of
the property situated at Kalyani, Nadia.

Ref.: Your letter No. S/262/11 dated 27-06-2011.

^{am}
I am sending herewith the draft deed of conveyance of the subject property duly approved by the Official Liquidator. You are requested to prepare the stamped deed as per the approved draft for the purpose of execution & registration.

Yours faithfully,

Encl.: As stated.


(D.K. Singh)
Deputy Official Liquidator



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 761362

12/07/11
 Q-4190/11
 Me comm - 222
 dt 11-7-11
 1,35,98,000/
 A 153967/
 1751
 154147



Official Liquidator
 High Court, Calcutta

DEED OF CONVEYANCE

A/c Payer
 Banker's cheque
 Rs = 979000/-
 Me comm 930124 dt 11-7-2011
 Additional District Sub-Registrar
 of Kalyani, Dist-Nadia
 12-7-11

THIS DEED OF CONVEYANCE is being executed on this 12 the day of July Two Thousand and Eleven Between **THE OFFICIAL LIQUIDATOR, HIGH COURT, CALCUTTA** having his office at No - 9, Old Post Office Street, 5th floor, Kolkata -700001 hereinafter called and referred to as the **VENDOR** (which expression shall

Certified that the instrument in accordance with the provisions of the Act and the rules thereunder and the documents are the part of this document

Contd.....2..

Additional District Sub-Registrar
 of Kalyani, Dist-Nadia
 12 JUL 2011

Official Liquidator
 High Court, Calcutta

43313

NAME Mana Ma Real Estate Developers Pvt Ltd
 ADD/ADV
 BS
 - 4 JUL 2011 B
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road

6/1 (B) Kalyani Nadia

- 4 JUL 2011



438



Additional District Sub-Registrar
of Kalyani, Dist-Nadia

12 JUL 2011

MANA MA REAL ESTATE DEVELOPERS PVT. LTD.

Director

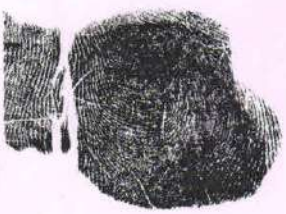


439

SHREE METALS & MANUFACTURING PVT. LTD.

Narender Singh

Director



440

ISHWAR CHAND AGARWAL
S/o. Late Kishan Chand Agarwal
of 23A/45B, D.H. Rd. Kal-53.
Occupation - Business.

unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors in office , legal representatives and assigns) of the **FIRST PART AND MANA MA REAL ESTATE DEVELOPERS PVT. LTD.** a Company within the meaning of The Companies Act 1956 having its registered office at No. B-6/1 (S) P.O. Kalyani District Nadia represented by its Director Mr. Lakhi Prasad Pansari hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors, successors in interest, and assigns) hereinafter called the party of the **SECOND PART. AND M/S. AALOK METALS & MANUFACTURING PVT. LIMITED** , a Company within the meaning of The Companies Act 1956 having its registered Office at No of 4, Agarsain Street, Liluah , Howrah, being represented by its Director Mr. Narendra Singh hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors, successors in interest, and assigns) hereinafter called the party of the **THIRD PART.**

WHEREAS one Cycle Corporation of India Ltd. (formerly known as Sen Ralleih Company Limited) applied to the authorities State of West Bengal for grant of sell/transfer of certain plots and Govt. Built up houses, situated in different Sub-Blocks under Block No. - B in the township of Kalyani (to be developed by the Govt. of West Bengal) more particularly described in the schedule hereunder

Manandasa

OFFICIAL STAMP

written on terms and conditions mentioned therein which were duly accepted.

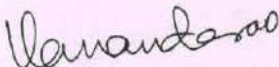
AND WHEREAS the said plots of land been demarcated and measured on the site on different dates and the Urban Development Department, Government of west Bengal confirmed the allotment of the said lands and houses in favour of said Cycle Corporation of India Ltd by different letters of allotment.

AND WHEREAS the Government of the State of West Bengal handed over the possession and allotted the said plots of land in favour of Cycle Corporation of India Ltd. on terms and conditions contained therein in the letters of allotment.

AND WHEREAS the said Cycle Corporation of India Ltd. was declared as a Sick Company by the B.I.F.R. in a proceeding being B.I.F.R. Case No.508 of 1992 and on the basis of opinion of B.I.F.R. the said company was directed to be wound up pursuant to an order dated 9th December, 2002 of the Hon'ble High Court Calcutta.

AND WHEREAS all assets and properties (both movable and immovable) were duly valued by a Registered valuer pursuant to an order passed by the Hon'ble High Court , Calcutta.

AND WHEREAS the Sale Notice was published/issued by the Official Liquidator High Court Calcutta through Newspaper inviting offers for the purpose of sale of certain land, shed, structure, building, plant and machinery including those as mentioned in the schedule herein below lying at Kalyani, Nadia, West Bengal in the name of Cycle Corporation of India Ltd. (in liquidation) on "as is where is & whatever there is" basis. Accordingly one M/s. Aalok Metals &

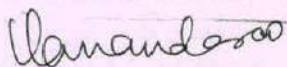

Official Liquidator
High Court, Calcutta

Manufacturing Pvt. Limited of 4, Agarsain Street, Liluah, Howrah the confirming party herein made a composite offer for such properties of Kalyani unit of the said Company (in liquidation) when His Lordship The Hon'ble Justice Pinaki Chandra Ghose was pleased to pass an Order declaring the said M/s. Aalok Metals & Manufacturing Pvt. Limited as the highest bidder in public auction and confirm the sale of the said assets and properties of the Company (in liquidation) in favour of the M/s. Aalok Metals & Manufacturing Pvt. Limited in terms of his Lordships Order dated 14th January 2005 for the total consideration of Rs.2,65,00,000/- (Rupees Two Crores Sixty Five Lacs) Only.

AND WHEREAS pursuant to such order dated 14.01.2005 the Hon'ble High Court, Calcutta directed the Official Liquidator to handover the possession of all assets and properties inclusive of the schedule properties to the M/s. Aalok Metals & Manufacturing Pvt. Limited or to its nominee or nominees and to execute the Deed of Conveyance in favour of the M/s. Aalok Metals & Manufacturing Pvt. Limited, the Confirming Party herein and/or its nominees on payment of consideration amount as mentioned therein.

AND WHEREAS the official-liquidator, pursuant to the said order dt. 14th January 2005, of the Hon'ble Court, has duly handed over possession of all the assets & properties, including those mentioned in the schedule hereunder written to full satisfaction of the Purchaser, the Confirming party herein.

AND WHEREAS the entire consideration price has been paid by the confirming party to the Vendor and the Vendor has duly


Official Liquidator
High Court, Calcutta

acknowledged the said payment. However the deed of conveyance in respect of the schedule properties has not been registered in favour of the confirming party as yet.

AND WHEREAS the purchaser herein being desirous to purchase the properties specifically described in the First Schedule hereunder written and the bungalows specifically described in the Second Schedule hereunder approached the said M/s. Aalok Metals & Manufacturing Pvt. Limited to assign and transfer all its right title and interest in respect of the lands as more fully described in the First Schedule hereunder written and bungalows more fully described in the Second Schedule hereunder written and the said M/s. Aalok Metals & Manufacturing Pvt. Limited assignor has agreed to assign and transfer its right, title and interest in respect of the schedule properties for consideration mentioned herein after.

AND WHEREAS both the Purchaser and Confirming party entered into an Agreement of Assignment for assignment of the schedule properties in favour of the Purchaser as per the Hon'ble Court Order dated 14th January 2005 passed by Hon'ble Justice Pinaki Chandra Ghose and the official liquidator the vendor herein has agreed to execute the deed of conveyance in respect thereof in favour of the purchaser for registration of such instrument with the competent Registering authority.

NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said agreement and in consideration of the said Sum of Rs.50,00,000/- (Rupees Fifty Lacs) only paid by the Confirming party to the Vendor which has since been

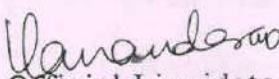
Harandoo
Official Liquidator
High Court, Calcutta

reimbursed by the purchaser to the confirming party on or before the execution of these presents the receipt whereof the vendor doth hereby as well as by the receipt hereunder in the memo of consideration admits and acknowledge of and from the same forever acquit, release, discharge, delinquit and exonerate the purchaser as well as the plot of lands and bungalows as morefully mentioned in the First and Second Schedule contained hereunder intended to be hereby sold, granted, and being in use occupation, possession and enjoyments of the said land and grant, convey, transfer, assign and assure unto the purchasers ALL THAT piece and parcel of vacant land being **(1)**Plot No. B-10/235: North facing rectangular plot of land abutting on 30 ft. wide road having 63'-11" frontage and 89'-10" depth, Area of plot works out 7(K)-15(ch)-27Sft.Or 7.975(K), situate adjoining to Bungalow No. B-10/234. **(2)**Plot No. B-10/236: Same like Plot No. B-10/235 including land area i.e. area of land in this case is 7(K)-15(ch)-27Sft. Or 7.975(K). **(3)**Plot No. B-15/1 West facing, corner plot of land abutting on 60ft. wide roads and having return frontages on the North and South with 30ft and 40ft wide roads respectively. It is situated near Lake Park, a bit off from the residential area, which Area of land = 19(K) 15(ch) 35(Sft) - 19.986(K) **(4)**Plot No. B-15/2: East facing corner plot of land abutting on 80ft. wide road and having return frontages on the North and South with 30ft and 40 ft wide road respectively. It is situated near Lake Park, just adjacent to plot No. B-15/1 and enjoying similar benefits and civil amenities. Area of land --

Harandasa
 Official Liquidator
 High Court, Calcutta

18(K) 4(ch) 29 (Sft.) i.e. approx. 18.2(K). together with
(1) Bungalow No. B-10/234 being one storied K-4 type MIG building having covered area of about 1323sq.ft with North Central facing landed area of 7(K) 15 (ch) 28 (Sqft).
(2) Bungalow No. B-10/254 being one storied K-9 type MIG building having covered area of about 1225 S.ft with North Central facing landed area of 6(K) 15 (ch) 26 (Sqft).
(3) Bungalow No. B-12/182 being one storied K-13 type LIG building having covered area of about 780 sq.ft with landed area of 4(K) 15 (ch) 38 (Sqft). morefully described in the First and Second Schedule hereunder written with full benefit of passage ways, Electric, Gas Line, drainage system, water ways, Rights liberties, privileges all manner or easements and appurtenances belonging and all the estate rights title and interest property claim and demand whatsoever of and the said piece and parcel of land hereby conveyed unto the purchaser. IN FURTHER PURSUANCE of the said agreement and consideration TO HAVE AND TO HOLD the said piece or parcel of lands and bungalows herein comprised and hereby granted, conveyed, transferred and assigned on or intended to be so unto the purchaser absolutely and forever free from all encumbrances the vendor and confirming party both hereby convey with purchaser as follows:-

- a) The Vendor has received the entire consideration amount and no balance amount is to be received from the confirming party or the Purchaser. The interest which the vendor and confirming party professes to transfer exist and they have


Official Liquidator
High Court, Calcutta

good right full power absolute authority indefeasible title to grant, convey, transfer, assign and assure said piece or parcel of lands and bungalows hereby sold granted & transferred unto the purchaser in the manner as aforesaid and the confirming party has put the purchaser in possession of the schedule properties.

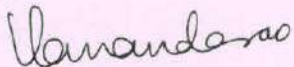
- b) The said piece and parcel of lands and bungalows as morefully mentioned in the First and Second Schedule hereunder shall quietly and peaceably entered into and held and enjoyed and possessed absolutely and the rents issued and profits received therefrom by the purchaser without interruption claim and demand by the vendor and/or the Confirming party and without any hindrance eviction, disturbance or interruption by any other person or persons whomsoever.
- c) That the sold property is free from debts and all encumbrances, and the vendor and confirming party do hereby indemnify the purchaser against all and all manner of encumbrances claims and demands whatsoever their pre-deceassors in interest or any person or persons whomsoever. No case is pending in any Court of law at present with regard to the said properties. The schedule properties have not been attached in any decree. No guarantee has been provided to anybody on the said schedule properties. There is no equitable mortgage any loan from any Bank or any financial institutions. The above property is totally neat and clean and being sold in the position free from all encumberances,

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**Official Liquidator
High Court, Calcutta**

mortgages, charges and or lien whatsoever. In case there is any loan and or debt is outstanding before the date of its sale, the sole responsibility of its payment will be of the Vendor/confirming party.

- d) The vendor will at all times hereafter upon request and at the cost of the purchaser do or cause to be done all further acts deeds matters and things that would be required for further betterment and more perfectly ensuring the said piece and parcel of lands and bungalows unto the purchaser in the manner as aforesaid.
- e) The said piece or parcel of land and bungalows or any part or portion thereof or any interest therein have or has not been vested in and/or have not been acquired by the State of West Bengal Estate Acquisition Act, 1953, or Statutory notification/enforcement thereon or by any other law for the time being in force.
- f) The purchaser shall be entitled to mutate its name in respect of the said schedule properties with the authorities concerned.
- h) Be it mentioned hereto the purchaser herein shall have every right of easements to all the common passage and the purchaser shall be entitled to get electric lines, water pipes, gas line pipes, telephone connection etc. through the above the said common passage.
- i) That the vacant and actual physical possession of the sold properties have been delivered by the Vendor to the


Official Liquidator
High Court, Calcutta

confirming party and further the confirming party has put the purchaser in possession, on which the Purchaser will remain in possession and can use and enjoy of it.

- j) That a map of the sold properties is attached with this deed of conveyance in which the property has been shown by red lines. The map will form a part of these presents.

THE PURCHASER HEREBY COVENANT WITH THE VENDOR AND ALSO WITH THE OTHER PURCHASER OF PLOTS IN THE SAID PROJECT THAT :-

- i) That all the expenses for the registration of the sale deed in respect of the sold properties pertaining to the stamp duty, registration fee and all other expenses shall be borne by the Purchaser.
- ii) That the purchaser shall be entitled to use and enjoy the ingress and egress for the purpose of bringing Municipal Water connection, gas connection, telephone & Electricity connection, to its plot.

**THE FIRST SCHEDULE ABOVE REFERRED TO
VACANT PLOTS/LANDS AT P.S. AND P.O. KALYANI WITHIN
THE MUNICIPAL JURISDICTION KALYANI MUNICIPALITY,
DIST. NADIA, WEST BENGAL**

- (1) Plot No. B-10/235: North facing rectangular plot of land abutting on 30 ft. wide road having 63'-11" frontage and 89'-10" depth, Area of plot works out 7(K)-15(ch)-275ft.Or 7.975(K), situate adjoining to Bunglow No. B-10/234.

Handwritten signature

शासकीय न्यायाधीश
Official Judge
उच्च न्यायालय, कोलकाता
High Court, Calcutta

- (2) Plot No. B-10/236: Same like Plot No. B-10/235 including land area i.e. area of land in this case is 7(K)-15(ch)-27Sft. Or 7.975(K).
- (3) Plot No. B-15/1 West facing, corner plot of land abutting on 60ft. wide roads and having return frontages on the North and South with 30ft and 40ft wide roads respectively. It is situated near Lake Park, a bit off from the residential area, which is not developed fully at present. Area of land = 19(K) 15(ch) 35(Sft) – 19.986(K).
- (4) Plot No. B-15/2: East facing corner plot of land abutting on 80ft. wide road and having return frontages on the North and South with 30ft and 40 ft wide road respectively. It is situated near Lake Park, adjacent to plot No. B-15/1 with similar benefits and proximity to civil amenities. Area of land – 18(K) 4(ch) 29 (Sft.) i.e. approx. 18.2(K).

THE SECOND SCHEDULE ABOVE REFERRED TO
BUNGALOWS/GOVT. BUILT HOUSE AT P.S. AND P.O.
KALYANI WITHIN THE MUNICIPAL JURISDICTION
KALYANI MUNICIPALITY, DIST. NADIA, WEST BENGAL

- (5) Bungalow No. B-10/234
 One storied K-4 type MIG building having covered area of about 1323sq.ft with North Central facing landed area of 7(K) 15 (ch) 28 (Sqft).
- (6) Bungalow No. B-10/254
 One storied K-9 type MIG building having covered area of about 1225 S.ft with North Central facing landed area of 6(K) 15 (ch) 26 (Sqft).

Handwritten signature
 शासकीय संपादनक
 Official Liquidator
 उच्च न्यायालय, कलकत्ता
 High Court, Calcutta

(7) Bungalow No. B-12/182

One storied K-13 type LIG building having covered area of about 780 sq.ft with landed area of 4(K) 15 (ch) 38 (Sqft).

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the **VENDOR** at Kolkata in the presence of;

WITNESSES

1. *Sunjan K R Datta*
B-6/1(5) Kalyani

2. *Amit Pansari*
B-13/2, Kalyani

Navenderao

VENDOR

Official Liquidator
High Court, Calcutta

EXECUTED AND DELIVERED by The **PURCHASER** at Kolkata in the presence of;

WITNESSES

1. *Sunjan K R Datta*
B-6/1(5) Kalyani

2. *Amit Pansari*
B-13/2, Kalyani

MANA MA REAL ESTATE
DEVELOPERS PVT. LTD.

Navender Singh
Director

PURCHASER

EXECUTED AND DELIVERED by The **CONFIRMING PARTY** at Kolkata in the presence of;

WITNESSES

1. *Sunjan K R Datta*
B-6/1(5) Kalyani

2. *Amit Pansari*
B-13/2, Kalyani

MANA MA METALS & MANUFACTURING PVT. LTD.

Navender Singh

Director

CONFIRMING PARTY

MEMO OF CONSIDERATION

Received of and from within named Confirming Party the within mentioned sum of Rs.50,00,000/- (Rupees Fifty Lacs) only being the consideration money as per memo given herein below:-

Rs. 50,00,000/-

=====

(Rupees Fifty Lacs) only.

Witness:

1. A. K. Jain (Anjul Kr Jain)



















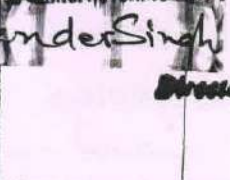















4 Agre seth stam
224 HW 17

2. G. C. Agarwal (G. S. Karchand Agarwal)

23A/45B D.H. Rd
Kor-53

Vananderao
Official Liquidator
High Court, Calcutta

SPECIMEN FORM FOR TEN FINGERPRINTS

 Narinder Singh शासकीय समापक Official Liquidator उच्च न्यायालय, कलकत्ता High Court, Calcutta	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
 Narinder Singh DEVELOPERS P.V. Director	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
 Narinder Singh Director	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
 Narinder Singh Director	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
PHOTO	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
PHOTO	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				



Government Of West Bengal
Office Of the A. D. S. R. KALYANI
District:-Nadia

Endorsement For Deed Number : I - 02408 of 2011
(Serial No. 02160 of 2011)

On

Payment of Fees:

On 12/07/2011

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

Rs. 153974/-, on 12/07/2011

(Under Article : A(1) = 153967/- ,E = 7/- on 12/07/2011)

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.-13998000/-

Certified that the required stamp duty of this document is Rs.- 979870 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 979000/- is paid, by the Bankers cheque number 990124, Bankers Cheque Date 11/07/2011, Bank Name State Bank of India, Kalyani, received on 12/07/2011

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

Presented for registration at 16.40 hrs on :12/07/2011, at the Private residence by Surojit Banerjee , one of the Executants.

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

Execution is admitted on 12/07/2011 by

1. Mr. Narendra Singh
Director, M/ S Aalok Metals & Manufacturing Pvt. Ltd., Office No-4, Agarsain Street, Liluah,, District:-Howrah, WEST BENGAL, India, P.O. :-- , By Profession : Business
2. Mr. Lakhi Prasad Pansari
Director, Mana Ma Real Estate Developers Pvt. Ltd., B-6/1 (S) Kalyani, Thana:-Kalyani, District:-Nadia, WEST BENGAL, India, P.O. :-Kalyani . , By Profession : Business

(Anupam Haldar)

ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI



Government Of West Bengal
Office Of the A. D. S. R. KALYANI
District:-Nadia

Endorsement For Deed Number : I - 02408 of 2011
(Serial No. 02160 of 2011)

Identified By Ishwar Ch. Agarwal, son of Late Kishan Ch. Agarwal, 23/ A/45 B. D. H. Road, Kol-53, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

1. Surojit Banerjee, Representative of
Official Liquidator, High Court, Calcutta, No- 9 Old Post Office Street, 5th Floor, Kol-1, District:-Kolkata, WEST BENGAL, India, P.O. :- ,
as the constituted attorney of K. Ananda Rao is admitted by him.

Identified By Ishwar Ch. Agarwal, son of Late Kishan Ch. Agarwal, 23/ A/45 B. D. H. Road, Kol-53, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Business.

(Anupam Halder)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

(Anupam Halder)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

ificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 4512 to 4535
being No 02408 for the year 2011.



Anupam Haldar

Anupam Haldar) 12-July-2011
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI
Office of the A. D. S. R. KALYANI
West Bengal

ificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 4512 to 4535
being No 02408 for the year 2011.



Anupam Haldar

Anupam Haldar) 12-July-2011
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI
Office of the A. D. S. R. KALYANI
West Bengal