

01350/7 07070 101



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 968191

12/2/07
Subscribed to
Particulars
of...



H.V. 80303207
209292
668102
325807

Stamp Act 1998
State Assesment Act 1997
23.50

Cheque No. 662458
for Rs. 140250

6941

REGISTRY OF CONVEYANCES

Sukla Dutta Registrar

13-8-07

CONVEYANCE

A 117
A - 26389-
B - 7-
C - 65-
D - 25-
E - 4-
26480-

1. Date: 12th February, 2007

2. Place: Kolkata

3. Parties:

3:1 Sukla Dutta, wife of Brojogopal Dutta, residing at 2, Motilal Colony, Kolkata-700079 (Vendor, includes successors-in-interest)

Done for
2400000

A 26389
2480

26389
26389

Sukla Dutta

12 FEB 2007

142043
5-15 p.m.

12/15
Feb of Address
D. Ghoshbani
Director for Aster Suppliers Pvt. Ltd.
Presented at 7th N.S. Road.
50000/- = 50000/-



ASTER SUPPLIERS PVT. LTD

D. Ghoshbani
DIRECTOR

(D. GHOSH BANIK DIXIT)

12/2/07

Sukla Gupta who Brejo -
Bopal guita Nr 2, Meli Bl
colony, Kol-79.

316

Sukla Gupta



Sunil Singha Roy
Halt B. singha Roy
of Sukla, C.S. Airport.
Business

Sunil Singha Roy
Halt - B. singha Roy
Sukla, P.S. Airport
Business

12/2/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 968192

And

- 3.2 **Aster Suppliers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

Sukla Chitra

142043 12 FEB 2007

Sold to
Addressed
to *loop*



501000p - 5000p.

[Signature]
U. S. P. T. O.
Office of Trademark Trial and Appeal



[Signature]
U. S. P. T. O.
Office of Trademark Trial and Appeal



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 968193

- 3.3. **Aster Sales Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

Sukla Astta

142043

12 FEB 2007

Sold to

Address

U.S.

1000



L. S. VERDE
USPS

50000 - 50000 -



U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 968194

- 3.4 **A To Z Tradecomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

Sukla Dutta

142043

12 FEB 2007

Sold to
Addressed
to



50000000.50000000

L. S. VEDHA
MAY 2000



~~SECRET~~



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 968195

- 3.5 **Mukund Commodities Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

Sukla Dutta

142043

12 FEB 2007

Sold to _____
 Address _____
 No 1000f - _____



5x1000f = 5000f -

A. B. VUKOVIĆ
 INŽENJER



A. B. VUKOVIĆ
 INŽENJER

- 3.6 **Chirag Barter Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.7 **Mukund Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.8 **A To Z Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.9 **Ajanta Dealcomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** *Sab* (agricultural) land measuring 25 (twenty five) decimal, more or less, contained in R.S/L.R *Dag* No.545, recorded in L.R. *Ikhatan* No.466, *Mauza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office B.dhannagar, District North 24 Parganas, more fully described in the **Schedule** below **Together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance (**Said Property**).

5. Background, Representations, Warranties and Covenants:

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 **Sale of Said Property to Vendor:** By a *Kobala* (Deed of Sale) dated 13th December, 1990, registered in the office of Sub Registrar, Bidhan Nagar (Salt Lake City) in Book No. I, Volume No.29, Pages 365 to 372, Being No. 1589 for the year 1991, Niranjan Roy conveyed and transferred all his right, title and interest in the Said Property to and in favour of the Vendor herein, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that

Sukla Dutta



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the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding:

- 6.1 **Agreement to Sell and Purchase:** The Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, based on the representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendor.
- 6.2 **Sale Agreement:** By an agreement dated 29th January, 2007 (**Sale Agreement**), the Vendor has agreed to sell to the Purchasers the Said Property described in the **Schedule** below.

Sukla Dutta



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Registrar General of India

7. **Transfer:**

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of her right title and interest of whatsoever or howsoever nature in the Said Property, being the *sahi* (agricultural) land measuring 25 (twenty five) decimal, more or less, contained in R.S/L.R. *Dag* No.545, recorded in L.R. *Khatian* No.466, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below **Together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,00,000/- (Rupees twenty four lac) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. **Terms of Transfer:**

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttees*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** indemnification by the Vendor about the correctness of her title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at her own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

8.2.2 **Transfer of Property Act:** all obligation and duty of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.



~~STATE OF ASSIUT~~
~~EGYPT~~

- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and their assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under him in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and its assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule
(Said Property)

Sahi (agricultural) land measuring 25 (twenty five) decimal, more or less, contained in R.S./L.R. Dag No. 545, recorded in L.R. *Khatim* No. 466, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and butted and bounded as follows:

| | |
|---------------------|---------------------------|
| On the North | : By L.R. Dag No. 545 (P) |
| On the East | : By Mouza Gopalpur |
| On the South | : By L.R. Dag No. 549 |
| On the West | : By L.R. Dag No. 545 (P) |

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

Sukla Dutta



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REGISTRAR OF ASSURANCES
BEAL OF THE

9. Execution and Delivery:

9.1 **In Witness Whereof** the Vendor has executed and delivered this Conveyance on the date mentioned above.

Sukla Dutta

(Sukla Dutta)
[Vendor]

Witnesses:

Signature _____

Name Smit Sanyal

Father's Name Late Anand Sanyal

Address Sukla 231/1/1/1/1/1

Signature Badal Nandi

Name Badal Nandi

Father's Name Late Anulaya Nandi

Address Gopal Pur,
Col 13G



[Handwritten signature]
Registrar of Assurances
California

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.24,00,000/- (Rupees twenty four lac) towards full and final payment of the consideration for sale of the said Property described in the **Schedule** above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) |
|-------------------|------------|-------------|-----------------|
| Cheque No. 603017 | 29.01.2007 | Vijaya Bank | Rs. 12,00,000/- |
| Cheque No. 603018 | 29.01.2007 | Vijaya Bank | Rs. 12,00,000/- |

Sukla Dutta

(Sukla Dutta)
[Vendor]

Witnesses:

Signature *Smit Sinha Roy*

Name _____

Signature *Badal Nandi*

Name _____



~~A Member of the Registrar of Companies~~
India

SPECIMEN FORM TEN FINGER PRINTS

Sl. Signature of the



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Pukla Buta

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|--|--------------|------|--------|------|--------|
| | | | | | |
| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| | | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| | (Right Hand) | | | | |
| | | | | | |
| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| | | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| | (Right Hand) | | | | |
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| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| | | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| | (Right Hand) | | | | |



with Secretary of Assurances
Office

Dated 12th day of February, 2007

Between

Sukla Dutta
... Vendor

And

Aster Suppliers Private Limited & Ors.
... Purchasers



18/9/07

CONVEYANCE

R.S/L.R Dag No. 545
R.S/L.R Khatian No. 466
Manza Salua
District North 24 Pargana



Saha & Ray

Advocates
3A/L, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

