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THIS DEED OF SALE made the 28 th day of

Two Thousand and Seven BETWEEN SRI MANOJ LAL SEAL son of Late Monohar Lal Seal, by occupation Landlord, by religion Hindu, residing at 1A, Nalin Sarkar Street, Kolkata - 700 004, hereinafter referred to as the VENDOR (which expression shall unless excluded

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WARDHAMAN GEARS (P) (PB)

(Avay Kumar Gara)

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Line Stamp Vendor
C. C. Court
2 & 3. K. S. Hoy Road, Kol-1

25 SEP 2007

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ADDITIONAL REGISTRAR OF ASSURANCES A, KOLKATA

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by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives) of the ONE PART AND M/S. VARDHAMAN GEARS (P) LTD. a company incorporated under the companies Act, 1956 having its chice at 13, Brabourne Road, Kolkata – 700 001 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor or successors-in-office) of the OTHER PART.

WHEREAS:

- A) One Manik Lal Seal during his life time and at the time of his death was a Hindu governed by the Bengal School of Hindu Law was seized and possessed of or otherwise well and sufficiently entitled to various messuage, land hereditament and premises including premises No. 33A, 33B and 33C, Canal South Road, Kolkata (formerly known as 33, Canal South Road) more fully and particularly described in the FIRST SCHEDULE hereunder given and hereinafter called the SAID PREMISES.
- B) The said Manik Lal Seal died on 12th September, 1907 leaving a Will bearing date 7th day of June 1907 whereby he bequeathed all his properties to his only son Monohar Lal Seal (since deceased) and appointed Official Trustee of Bengal as the Executor of the said



- C) The said Will dated 7th June 1907 of late Manik Lal Seal was duly probated by the Hon'ble High Court Calcutta in its Testamentary and Intestate Jurisdiction on 18th day of November, 1907.
- D) By virtue of the said probated Will Monohar Lal Seal (since deceased) the father of the VENDOR became the owner of the estate of Late Manik Lal Seal (since deceased) including the messuage land, hereditaments and the SAID PREMISES being premises No. 33A, 33B, 33C, Canal South Road, Kolkata described and mentioned in the FIRST SCHEDULE hereunder given.
- E) By and under a Registered Indenture made on 12th day of September 1934 between the Official Trustee of Bengal therein referred to as the Transferor AND Monohar Lal Seal therein referred to as the Transferee the said Official Trustee made over the properties including the SAID PREMISES to the said Monohar Lal Seal (since deceased) the father of the VENDOR. The said Deed of Transfer dated 12th September, 1934 was duly registered in the office of the Registrar of Calcutta and recorded in Book No. 1, Volume No. 87 pages 166 to 186 being No. 3309 for the year 1934.
- The said Monohar Lal Seal died on March 16, 1963 at Calcutta leaving a Will dated 23rd February 1932 whereby he bequeathed all his properties to his sons and appointed

Will and it was also provided in the said Will that until the sons attain the age of 21 years the estate will be managed by the executor i.e. Official Trustee of West Bengal.

- G) At the time of death of the said Monohar Lal Seal his three sons Mohan Lal Seal, Manoj Lal Seal (The VENDOR herein) and Mohit Lal Seal attained the age of 21 years and applied for Letters of Administration of the said will of Monohar Lal Seal before the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction.
- H) By an order dated 14th June 1965 passed by the Hon'ble High Court at Calcutta in the Testamentary Suit No. 99 of 1964 the Letter of Administration to the estate of Monohar Lal Seal (since deceased) was granted to the said three sons of late Monohar Lal Seal.
- I) Although other properties of Late Monohar Lal Seal were divided amongst his said three sons by a decree passed on 24th day of December 1973 by the Hon'ble High Court at Calcutta in Partition Suit being No. 564 of 1965 but the SAID PREMISES and a few other properties remained undivided amongst the said three sons of Monohar Lal Seal (since deceased)

APPROPRIESTA OF SALASTA



in equal share that is 1/3 share each of the said three sons of Monohar Lal Seal (since deceased).

- J) Thus the **VENDOR** has become the owner of undivided 1/3 share of the **SAID PREMISES** being premises No. 33A, 33B and 33C, Canal South Road (formerly known as 33, Canal South Road) holding No. 30, Division IV, Sub-Division 24 Parganas Collectorate, P.S. Beliaghata, Sub-Register office Sealdah having an are of 35 Bighas 4 Cottahas 10 chittaks equivalent to 47,202 Sq. meters have duly been mentioned as item no. 23 of the schedule of the Indenture dated 12th day of September, 1934,
- K) By a notification in the Extra Ordinary Calcutta Gazette dated Mondays the October 27, 1997 the competent authority published a notification that Monohar Lal Seal (since deceased) held land in excess of the ceiling limit being more or less 6 Bighas 6 Cottahs 1.45 Chittaks equivalent to 8492.19 square meter situate in the SAID PREMISES and the said excess land was vested with the State of West Bengal. The said area of the said property has been fully described in the SECOND SCHEDULE hereinafter referred to as the VESTED LAND.
- L) After such vesting of a portion of a land as stated in the Second Schedule, land admeasuring about 28 Bighas 18 Cottahs 0:79 Chittaks equivalent to 38709.81 sq.mtr. of the total land of





which structure area is 4,752.92 sq. mtrs retained by the successors and heirs of Monohar Lal Seal (since deceased). The said retained land of the said three sons of Monohar Lal Seal (since deceased) has been described and mentioned fully in the Third Schedule hereinafter given and referred to as the SAID PROPERTY.

- M) The **VENDOR** and his brothers Mohan Lal Seal and Mohit Lal Seal became joint owners of the Said premises No. 33A, 33B and 33C, Canal South Road, Calcutta having 1/3rd share each of the **SAID PROPERTY** and the said sons of Monohar Lal Seal (since deceased) were in joint possession and fully and sufficiently entitled to the **SAID PROPERTY** free from all encumbrances save and except monthly tenancy created in favour of a person for a portion of the said premises. The **SAID PROPERTY** is also occupied by some trespassers.
- N) By a registered Deed of sale dated 28th February 2006 Mohan Lal Seal sold transferred and conveyed his undivided 1/3rd share out of the SAID PROPERTY to M/s. Park Trade Centre (P) Ltd. having its registered office at No. 2/1B, Dinesh Das Sarani, Kolkata = 700 053 and by another registered Deed of sale dated 9th March 2006 Sri Mohit Lal Seal sold his undivided 1/3rd share of the SAID PROPERTY to M/s. NISHANT FISCAL SERVICES (P) LTD. having its registered office at 13, Brabourne Road, Kolkata = 700 001.

ADDITIONAL PROPERTY OF



- P) The **VENDOR** shall co-operate with the Purchaser in each and every stage for recording its name in the record of the Government Authority and also with the Calcutta Municipal Corporation and the **VENDOR** shall further co-operate and assist the Purchaser for the purpose of development of **SAID PROPERTY** if necessary.
- Q) The VENDOR being the absolute owner of undivided share of SAID PROPERTY measuring about land 9 Bighas 12 Cottahs 33 Chittaks equivalent to 12,903.27 sq. metrs (out of which 1584.33 sq. mtrs is covered area) approached the PURCHASER to sell his undivided share or right title interest i.e. undivided shares of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures equivalent to 6451.63 sq. metrs of the SAID DEMISED PREMISES morefully mention and described in the FOURTH SCHEDULE here under given at and for a consideration of Rs.15,00,000.00 (Rupees Fifteen Lacs) only which amount the



ADDITIONAL PROPERTIES OF ACCOUNT



Purchaser has agreed to pay to the VENDOR for acquiring his undivided share of the SAID PROPERTY more fully particularly mentioned and described Fourth Schedule hereinafter referred to as the "DEMISED PREMISES" The VENDOR doth hereby profess to transfer his undivided share or interest of the SAID DEMISED PREMISES to the PURCHASER at a total consideration of Rs.15,00,000.00 (Rupees Fifteen Lacs) only paid by the Purchaser and received and accepted by the VENDOR, the particulars of such payments have been mentioned in the Fifth Schedule hereinafter referred to as the MEMO OF CONSIDERATION.

NOW THIS INDENTURE WITNESSETH As follows :-

In pursuance to the said consideration of the said sum of Rs.15,00,000.00 (Rupees Fifteen Lacs) only well and truly paid in the hands of the VENDOR by the PURCHASER as demonstrated in the MEMO OF CONSIDERATION i.e. in the Fifth Schedule hereunder given, on the execution and registration of this presents (the receipt whereof the Vendor doth hereby as well as the receipt hereunder written admit and acknowledge of and from the same and every part thereof) the Vendor doth hereby indefeasibly and absolutely grant, convey, assure sell and transfer unto and to the use of the Purchaser undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to



of premises No. 33A, 33B and 33C, Canal South Road, Police Station Tangra, Kolkata - 700 015 more fully described and mentioned in the Fourth Schedule hereunder mentioned along with right of common passge more fully and specifically OR HOWSOVER OTHERWISE the undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest of the SAID DEMISED PREMISES hereditaments and premises or any portion thereof now are or is any time or times heretofore were or was situated butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH undivided rights and benefits in over and under the common passage and all areas water, water-courses, sewers, drains, ditches, ponds, rights, privileges, easements, advantages, light, liberties and appurtenances whatsoever to the undivided share of the SAID DEMISED PREMISES hereditaments and premises belonging to or anywise appertaining to or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion and remainder and remainders and all the estate right title interest use trust possession property claim and demand both at law and in equity of the VENDOR'S undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest unto and upon the SAID DEMISED PREMISES hereditaments and premises or any or every part thereof and all proportionate rents, issues and

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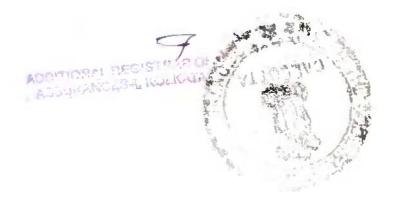
profits thereof and all deeds pattahs writings and evidence of title whatsoever relating to or concerning the SAID DEMISED **PREMISES** hereditaments and premises which are now or hereafter shall or may be in the custody, possession power or control of the said VENDOR or any person from whom he can or may procure the same without any suit or action at law or in equity free from all liens, attachments and encumbrances TO HAVE AND TO HOLD the said undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) of interest of the SAID DEMISED PREMISES hereditaments and premises hereby granted conveyed assured sold and transferred or expressed or intended so to be and to the use of the Purchaser absolutely and forever AND the VENDOR doth hereby for himself his heirs, executors, administrators, representatives and covenant with THE PURCHASER and/or their successor or successors-in-interest and assigns that NOTWITHSTANDING any act deed or thing by the Vendor or any of his predecessor or predecessors in title done committed or executed or knowingly suffered to the contrary the said vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) of the SAID DEMISED PREMISES hereditaments and premises hereby granted conveyed

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ADDITIONAL PROPERTY OF



and transferred or express so to be and every part thereof unto and to the use of the Purchaser absolutely and for ever for perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any act deed or thing whatsoever and aforesaid the Vendor now has in himself good right full power absolute authority and indefeasible estate title to sell convey or transfer the said undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest of the SAID DEMISED PREMISES hereditaments and premises and every part thereof thereby granted conveyed and transferred or expressed to be unto and to the use of the PURCHASER absolutely and forever AND that the VENDOR has not in any way encumbered the said undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest of the SAID DEMISED PREMISES hereditaments and premises hereby granted conveyed and transferred AND the Purchaser shall or may at all times hereafter peacefully and quietly enter upon have hold, possess and enjoy the said undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks along with 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest of the SAID DEMISED PREMISES described in Fourth Schedule hereditaments and premises and every part thereof and receive and take all



proportionate rents, issues and profits thereof and without lawful eviction interruption claim and demand whatsoever from or by the **VENDOR** or any person or persons lawfully and equitably claiming from under or in trust for the VENDOR or from or under or any of his predecessor or predecessors in title AND that free and clear land freely and clearly and absolutely discharged removed kept harmless and indemnified against all estate and encumbrances in title AND FURTHER THAT the Vendor and all and every other person or persons having or lawfully or equitably claiming any estate or undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or interest in the SAID DEMISED PREMISES described in Fourth Schedule hereditaments and premises or any part thereof from under or in trust for the Vendor or from or under any of the Vendor's predecessor or predecessors in title 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 undivided share of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq. metrs) or right, title interest of the SAID DEMISED PREMISES described in the Fourth Schedule hereditaments and premises and every part thereof unto

ADDITION REGISTERS OF

and to the use of the PURCHASER in the manner aforesaid or shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

ALL THAT piece and parcel of land measuring 35 Bighas 4
Cottahs 10 Chittaks equivalent to 47,202 sq.mtrs more or less situated at 33A, 33B and 33C, Canal South Road (old premises No. 30, Canal South Road), Police Station Tangra, Kolkata – 700 015, under Ward No. 57, District 24-Parganas (South) butted and bounded as follows:

ON THE NORTH: A road running from West to East,

Canal South Road

ON THE EAST Bengal Potteries

ON THE SOUTH Pagladanga First Lane

ON THE WEST Partly Rani Rashmoni Garden Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO:-

(VESTED LAND)

ALL THAT piece and parcel of land hereditaments admeasuring 6 Bighas 6 Cottahs 1.45 Chittaks equivalent to 8,492.19 sq.metrs vested land be the same a little more or less

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known and numbered as 33A, 33B and 33C, Canal South Road,
Police Station Tangra, Kolkata – 700 015 within the Municipal
Limits of Kolkata Municipal Corporation, Sub-Registry Office at
Sealdah, P.S. Tangra.

THE THIRD SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT piece and parcel of land hereditaments admeasuring 28 Bighas 18 Cottahs 0.79 Chittaks equivalent to 38709.81 sq. mtrs of which structure are is 4,752.92 sq.mtrs bethe same a little more or less together with structures standing thereon or part thereof known and numbered as 33A, 33B and 33C, Canal South Road, Police Station Tangra, Kolkata – 700 015, within the Municipal limits of Kolkata Municipal Corporation, Sub-Registrar Office at Sealdah butted and bounded as follows:-

ON THE NORTH

Canal South Road

ON THE EAST

Bengal Potteries

ADDITIONAL REGISTRAN OF ASCEL REGISTRA NOLENTA ON THE SOUTH Vested portion under ULC and common passage

ON THE WEST

Partly Rani Rashmoni Garden Lane
and party vested portion under ULC,
partly common passage.

THE FOURTH SCHEDULE ABOVE REFERRED TO (DEMISED PREMISES)

ALL THAT piece and parcel of land, hereditaments admeasuring of land 4 Bighas 16 Cottahs 0.66 Chittaks alongwith 792.16 Sq. Mtrs. Structures (equivalent to 6451.63 sq.mtrs) (undivided share of land and structures mentioned in the Third Schedule) known and numbered as 33A, 33B and 33C, Canal South Road, Police Station Tangra, Kolkata – 700 015, within the Municipal limits of Kolkata Municipal Corporation, Sub-Registry Office at Sealdah. A part of the SAID PROPERTY described in the THIRD SCHEDULE above.



ADDITIONAL PEGISTRAR OF ASSURTINGUES A. ROLLATA

THE FIFTH SCHEDULE ABOVE REFERRED TO (MEMO OF CONSIDERATION)

RECEIVED the within mentioned sum of Rs.15,00,000/(Rupees Fifteen lacs) only from the withinnamed PURCHASER as full consideration in the following manner:-

By demand draft being No. 92032966 Rs.15,00,000.00

Dated 26.09.07 drawn on VIJAYA BANK

Kolkata-700 001 in favour of

Manoj Lal Seal.

Total Rs.15,00,000.00

(Rupees Fifteen lacs) only.

WITNESSES:

Nilya Gopal dar. So Ajit Kr. Das. 7,c, K.S. Roy Road. G.F. Kol-1

VENDOR

Dovofeal

Windles San Manager



IN WITNESS WHEREOF the Parties hereto set and subscribed their respective hand and signature on this day, month and year first above written.

SIGNED AND DELIVERED by the

VENDOR at Calcutta in the

presence of:

5/0 Ajet 12. Das T.C. R.S. Roy Road. G.F.

SIGNATURE OF THE VENDOR

1

SIGNED AND DELIVERED by the

PURCHASER at Calcutta in the

presence of:

1. Mural Call all out

SIGNATURE OF THE PURCHASER

VARDHAMAN GEAGS (F) LTD

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ADDITIONAL PEGISTRAR OF ASSURANCES-I, KOLKAFA



Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number : 1 - 05107 of 2010 (Serial No. 14067 of 2007)

On 28/09/2007

Payment of Fees:

Fee Paid in tupees under article : A(1) = 16489/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 28/09/2007

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 48003/- is paid, by the draft number 518505, Draft Date 26/09/2007, Bank Name STATE BANK OF INDIA, Park St. Br., received on 28/09/2007
- 2. Rs. 47009/- is paid, by the draft number 352299, Draft Date 26/09/2007, Bank Name STATE BANK OF INDIA, Jeevan Deep Br., received on 28/09/2007

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

Presented for registration at 12.51 hrs on :28/09/2007, at the Office of the A.R.A.-I KOLKATA by Ajay Kumar Garg, ,Claimant.

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

Execution is admitted on 28/09/2007 by

- 1. Manoj Lal Seal., son of Lt Monohar Lal Seal , Nalin Sarkar Street, 1 A, CALCUTTA, District-Kolkata, WEST BENGAL, India, P.O.:-.. Pin:-700004 , By Caste Hindu, By Profession: Professionals
- Ajay Kumar Garg.

Director, M/s Vardhman Gears P Ltd, Brabourne Road, 13, , CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O :- Pin :-700001 .

By Profession : Others

Identified By M. K. Chatterjee, son of High Court, Old Post Office Street, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:-.. Pin:-700001, By Caste: Hindu, By Profession: Advocate.

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-1

On 23/02/2010

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.-45751700/-

Certified that the required stamp duty of this document is Rs.- 3202649 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

Additional Regulation of Assurance

2 6 Mes Rumar Mckhopadhyay)



Government Of West Bengal Office Of the A.R.A.-I KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 05107 of 2010 (Serial No. 14067 of 2007)

On 24/05/2010

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: 23,5 of Indian Stamp Act 1899.

Deficit Stamp duty

Deficit stamp duty

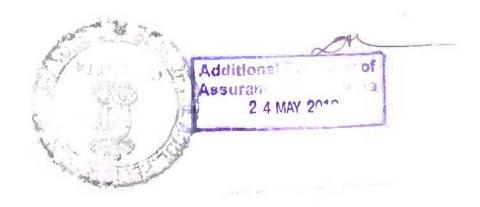
- 1. Rs. 3106629/- is paid00996421/05/2010State Bank of India, ALIPORE, received on 24/05/2010
- 2. Rs. 20/- is paid30987822/05/2010State Bank of India, CHETLA, received on 24/05/2010

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees:

A(1) = 486772I-, E = 14I- on 24/05/2010.

(Dines Kumar Mukhopadhyay)
ADDL REGISTRAR OF ASSURANCE-I



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ADDITIONAL PEGISTRAR OF



DATED THIS 18 TH DAY OF SEPTEM 2007

Ragistered in BOSY NO CONTROL NO

BETWEEN

MANOJ LAL SEAL

VENDOR

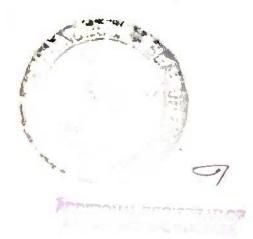
AND

VARDHAMAN GEARS PVT. LTD.

PURCHASER



DEED OF SALE



MRINAL KANTI CHATTERJEE
(ADVOCATE)
HIGH COURT, CALCUTTA
7.C, KIRAN SHANKAR ROY ROAD
ROOM NO. GF, GROUND FLOOR
KOLKATA – 700 001