

- 4.2 :Purchasers M/S NIRMAL WIRES PVT LTD, a company registered under the Companies Act, 1956 and having its Registered Office at 76 Cotton Street Kolkata -7, represented by its Directors 1. SRI NIRMAL SARAF son of Ramavatar Saraf 2. SRI RAM AVATAR SARAF son of Lt Jhabarmal Saraf residing at BF- 256 sector I, Saltlake City Kolkata 64 By faith Hindu of the Second Part.
- 4.3 The terms Owners and Purchasers shall include their respective successors-in-interest and all persons claiming under or through them.

5 Subject matter of Sale:

All that undivided share of sali land measuring 16.50 decimals out of 58 decimals in R.S dag 128, L.R. dag no 133 bearing L.R. khation no 257, 56, 127 under Mouza-Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah

The aforesaid plot of land is mentioned in schedule B and here in after collectively mentioned as the "said property".

. Background:

The devolution of the title of the said property whereby the Owners became the absolute Owners of the Property is set out in Schedule A.

The Purchasers (party hereto of the Second Part) approached the Owners (the party hereto of the First Part) with a proposal for purchasing the said property and the Owners accepted the said proposal of the Purchasers.

NOW THIS INDENTURE WITNESSETH that in consideration of a total sum of Rs.-50,000 /- (Rupees Fifty thousand only) paid by the Purchasers to the Owners at or immediately before the execution to these presents (the receipt whereof the Owners doth hereby admits and acknowledges) and or from the same every part thereof acquits releases and discharges the Purchasers and every one of them and also the said PROPERTY mentioned in the schedule thereof, the Owner as beneficial Owner does by these presents indefeasibly grants, sells, conveys and Purchaser ALL THAT the said transfers, assigns and assures unto the PROPERTY mentioned in the Schedule B written hereinafter hereto HOWSOEVER OTHERWISE the said PROPERTY now and heretofore was situated, butted, bounded, called known numbered described and distinguished together with all benefits and advantages of amount and other rights, liberties, easements, privileges, appendages whatsoever to the said PROPERTY or any part thereby belonging or in any wise appertaining as or with the same or any part thereof usually held, used, occupied or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder/remainders, rents, issued and profits inheritance, use, trust, landed property, claim and demand whatsoever both out land and equity if the Owner into and upon the aforesaid property and every thereof and all deeds, pattahs, muniments and evidences of title within any wise relate to the said PROPERTY or any part or parcel thereof and which are or hereafter shall or may in the custody, power and possession of the Owner or any person whom they can or may procure the same without action and suit at land or in equity. TO HAVE AND TO HOLD the said PROPERTY and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with his rights, numbers and appurtenance up to and to the use of this Purchaser forever and the Owner doth hereby for himself covenants with the Purchasers that

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NOTWITHSTANDING any act, deed, matter and things whatsoever by the Owner or by any of his predecessors and ancestors in title, done or executed or knowingly suffered to the contrary the Owner had at all material times heretofore and now has good, right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said PROPERTY hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and that the Purchaser shall and may at all times hereafter peaceably and equitably posses and enjoy the said PROPERTY and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, interruption claim or demand whatsoever from or by the Owner or any person/persons lawfully or equitably claiming from under or in trust for him or from or under any of his ancestor or predecessor-in-title and that free and clear and freely and clearly absolutely acquitted, exonerated and realized or otherwise by and all the costs and expenses of the Owner well and sufficiently indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owner or any of his predecessor in title or any person or persons lawfully or equitably claiming as aforesaid and FURTHERMORE that the Owner and all person or persons lawfully or equitably claiming and estate or interest whatsoever in the said PROPERTY and any part thereof. The Owner or any of his predecessors in title shall be from time to time and at all times hereafter at the request and cost of the Purchaser, (its successor or successors in office administrators and assigns) do or cause to be done and execute all such acts, deeds and things whatsoever for perfectly assigning the said PROPERTY and every part thereof and to the use of the Purchaser, (its successor or successors in office administrators and assigns) in the manner aforesaid as shall or may be reasonable required.

Mutual Covenants:

The Owners do hereby covenant with the Purchasers that:

THAT the Owners have received the full Consideration for the Sale as mentioned and acknowledges the receipt thereof in the Memo of Consideration hereunder.

THAT the Owners have good right, full power and absolute authority to sell, transfer and convey the property.

THAT the Owners shall keep the Purchasers well and sufficiently saved harmless indemnified from and against all former title and encumbrances to the said property.

THAT the Owners shall, at the costs and requests of Purchasers, do all such acts and execute all documents as be required for more perfectly assuring the said property unto the Purchaser and shall also produce and/or provide for inspection of all title documents and papers unless prevented by fire or irresistible force.

THAT notwithstanding any act deed matter or thing whatsoever done by the Owner or his predecessor-in-title or any of them done executed or knowingly suffered to the contrary, the Owner is fully and absolutely seized and possessed of the said property without any condition use trust or other thing whatsoever to alter or make void the same.

THAT notwithstanding any such act, deed or thing whatsoever aforesaid the Owner now has good right, full and lawful power, absolute authority indefeasible title to grant convey transfer assign and assure the said property

hereby granted, transferred, conveyed, assured and assigned or expressed or intended to be with the appurtenance their unto belonging unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

THAT the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly hold, occupy possess and enjoy the said property hereby granted transferred, conveyed assigned and assured or expressed or intended so to be any and every part thereof and receive enjoy and take rents issues and profits thereof for his absolute use and benefit without any lawful hindrances interruption, disturbances suit, eviction, claim or demand whatsoever from or by the Owners or any person or persons whatsoever.

THAT free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Owners well and sufficiently saved, defended, kept harmless and indemnified against all estates, charges encumbrances, liens, attachments lispendens, tenancies, occupancies, uses, trusts, debuttors, right, title interest, claims and demands whatsoever created occasioned or suffered by the Owner or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER THAT the Owners and all person having and lawfully claiming any estate right, title or interest into or upon the said property and every part thereof from through or in trust for the Owners and/or his predecessor-in-title or any of them shall and will from time to time at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds, matters, assurances and things whatsoever for further better and more perfectly granting, assuring, transferring the said property hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and transferred and assigned and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably required.

THAT the said property or any and every part thereof is not attached in any proceeding including Certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and the said property is free from all encumbrances and liabilities whatsoever.

THAT in case the Purchasers are deprived of the possession of the said property or any and every part thereof for any defect in the title the OWNERS shall refund the amount of consideration along with all other costs, and expenses in connection with or in relation to the said property charges or the Owner will be liable to pay compensation the Purchaser in any way admissible under the laws, i.e. by a substitute piece of land if called for by the Purchaser.

THAT no notice has been served and/or issued on the Owner under the Public Demand Recovery Act, in respect of the said property or any part thereof.

THAT the Owners have not yet received any notice for requisition or acquisition of the said property or any part or portion thereof described in the Schedule below.

THAT the Purchasers and all person or persons claiming through under them shall have undisputed and manner of rights in along through over or under the common passage.

THAT it is hereby declared that the land, declared in the Schedule below is the self acquired property of the Owner and the Owner is not the benamder of the any one.

THAT the Owner by this Indenture does hereby accord his consent to the Purchaser for mutating their names in the records of the concerned Authority / ties in respect of the PROPERTY and the Owners and all his persons at all times hereinafter indemnify and keep indemnified for the same in favour of the Purchasers.

THAT Owners shall and will from time to time and at all times hereafter indemnify and keep the Purchaser indemnified of, from and against all losses, damages, claims, demands, costs, charges, expenses, suits, actions, proceedings whatsoever which the Purchaser may suffer, incur, or may be put to, or may be liable for any reason of any defect in the title of the Owner/Owners of the PROPERTY.

Schedule - A [Devolution of Title]

WHEREAS one Surendra Nath Mondal, son of Lt Tarachand Mondal, by way of registered sale deed under sub registry office uluberia, vide deed no-10065, for the year-1959, vide book no 1, volum no 87, pages-143 to 144 of all that piece and parcel of undivided share of Sali land measuring 16.50 decimals out of entire share of 58 decimals in R.S dag 128, L.R. dag no 133 bearing R.S. khation no-174 under Mouza-Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah.

AND WHEREAS the said Surendra Nath Mondal died intestate living behind his three sons namely Jogendra Mondal, Khagendro Mondal, and Nagendra Mondal, as his only legal heirs who became only his undivided owners having 1/3 share each. And respectively recorded there name in resent L.R. record of rights, vide L.R khation no- no 257, 56, 127 under Mouza -Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah

AND WHEREAS the said Nagendra Nath Mondal died intestate living behind his wife Pratima Mondal, two sons namely Sibaji Mondal, Sambhu Charan Mondal, and four daughters namely. Santi Mondal, Jayanti Bhuiya, Srabonti Mondal and Sraboni Mondal, as his only legal heirs who became only his undivided owners having 1/7 share each.

AND WHEREAS in the circumstances the owners here in absolutely seized possessed of all that undivided share of Sali land measuring 16.50 decimals out of entire share of 58 decimals in R.S dag 128, L.R. dag no 133 bearing L.R khation no- no 257, 56, 127 under Mouza -Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah.

SCHEDULE OF THE PROPERTY - B

 ALL THAT undivided share of sali land measuring 16.50 decimals out of 58 decimals in R.S dag 128, L.R. dag no 133 bearing L.R. khation no 257, 56, 127 under Mouza -Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah ,together with all easement rights, as per the given below details.

A site plan is included in this deed, mention is RED border, which will be treated as part of this deed.

On North : By . R.S. Dag 129
On South : By . R.S. Dag 38
On East : By . R.S. Dag 38
On West : By . R.S. Dag 129

IN WITNESS whereof the Owners hereto have hereunto set and subscribed their hands and seal this the day month and year above written first

SIGNED SEALED AND DELIVERED BY THE OWNER IN THE PRESENCE OF

Takes Rose

(m) 0/20

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MEMO OF CONSIDERATION

Received Rs.-50,000/-(Rupees fifty thousand only) from M/S Nirmal wires pvt Ltd, the purchaser as the full consideration money by Osl

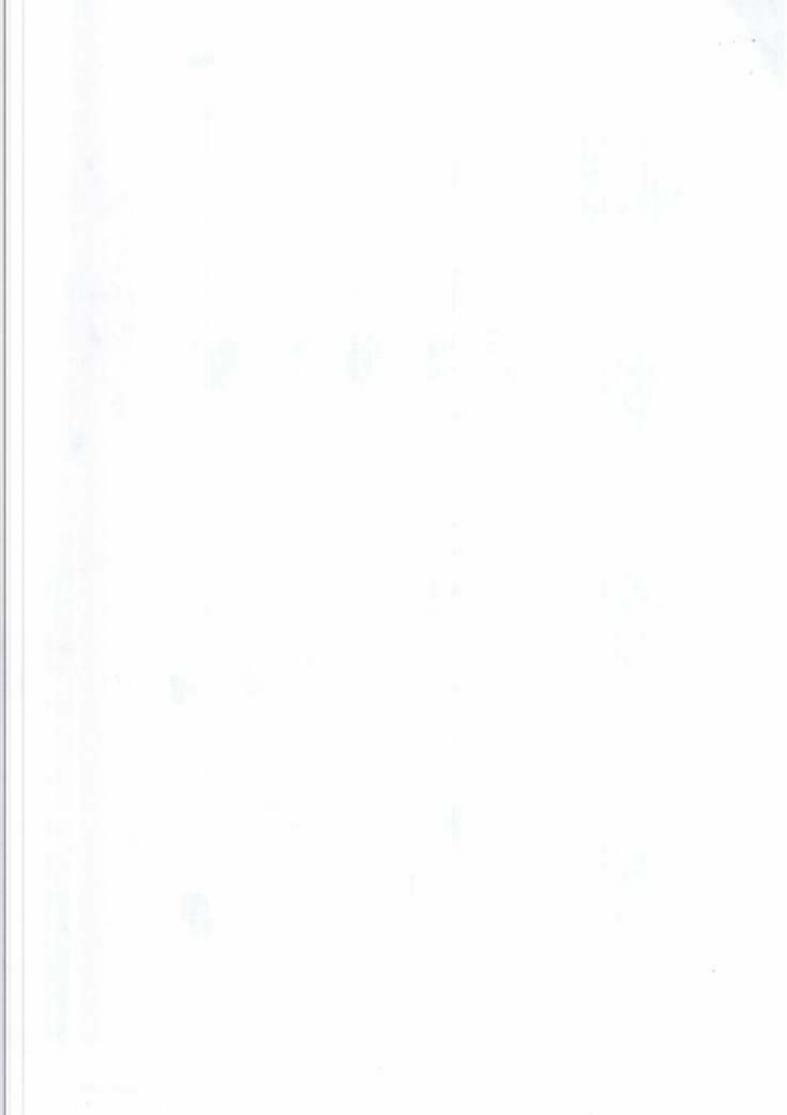
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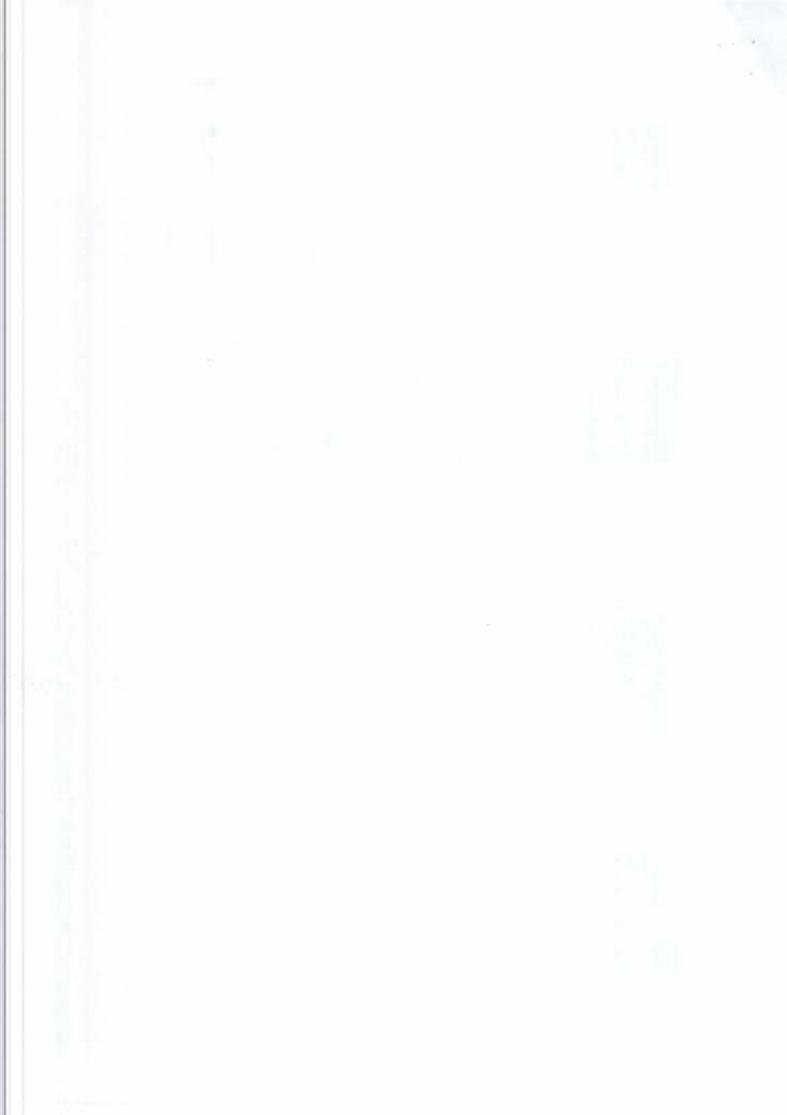


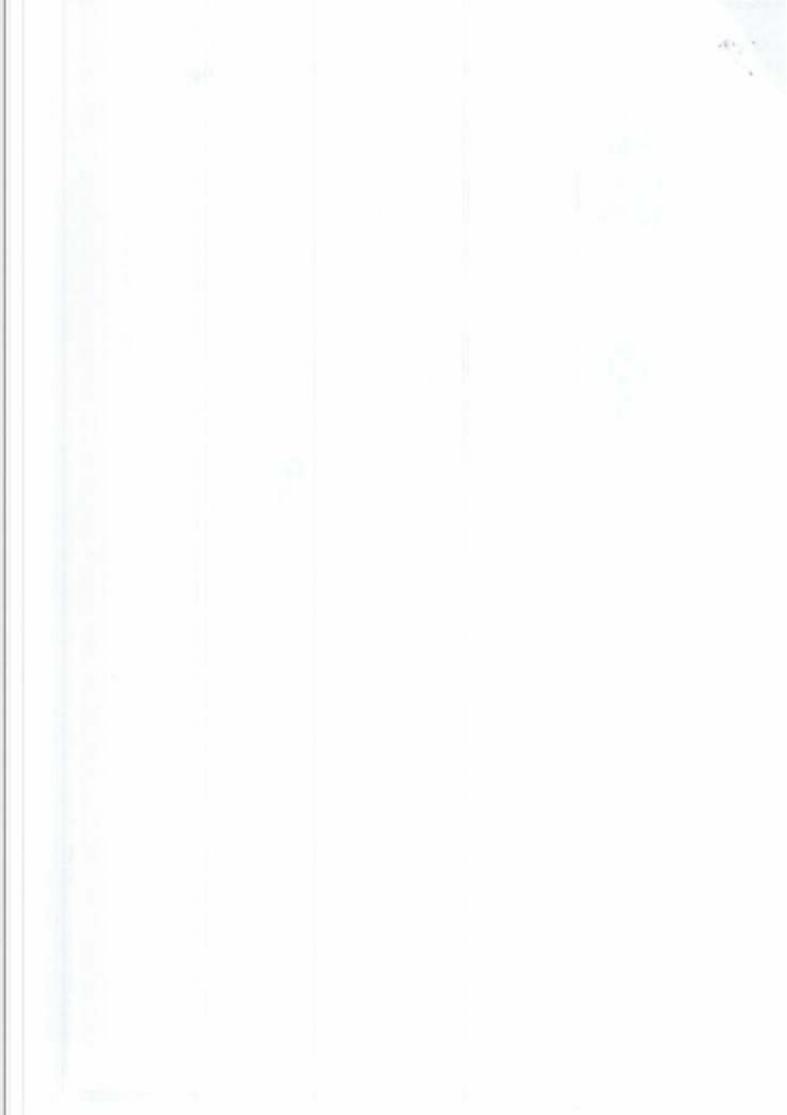
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Government Of West Bengal Office of the D.S.R.HOWRAH HOWRAH

Endorsement For deed Number :1-08597 of :2007 (Serial No. 03333, 2007)

On 19/04/2007

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

Presented for registration at 12.00 on :19/04/2007 at the Office of the D.S.R.HOWRAH Mondal one of the Executants

by Jogendra

Name of the Registering officer :......

Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

On 18/09/2007

Payment of Fees:

Fee Paid in rupees under article : A(1) = 539/- , E = 7/- , H = 28/- , M(b) = 4/- on: 18/09/2007

Deficit stamp duty

Deficit stamp duty: Rs 1510/- is paid, recieved on :18/09/2007.

Admission of Execution(Under Section 58)

Execution is admitted on :18/09/2007 by

1. Jogendra Mondal, son of Late Surendra Nath Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession

2 Khagendra Mondal, son of Late Surendra Nath Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession Others

3. Pratima Mondal, wife of Late Nagendra Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession Others 4. Sibaji Mondal, son of Late Nagendra Mondal Iswaripur, Thana Bagnan, By caste Hindu, by Profession, Others

5. Sambhu Charan, Mondal, son of Late Nagendra Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession

6. Santi Mondal, wife of Kartick Mondal, Vill- Nischintapur, Thana Nischintapur, By caste Hindu, by Profession

7. Jayanti Bhuiya, wife of Uttam Bhuiya, Vill- Sarberia, Thana Sarberia, By caste Hindu, by Profession Others

8. Stabonti Mondal, daughter of Late Nagendra Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession

9. Sraboni. Mondal, daughter of Late Nagendra Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession

Identified By Tapas Roy, son of Hiralal Roy Domjur Dist. - Howrah Thana: ., by caste Hindu, By Profession Advocate

Name of the Registering officer :...... Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

[Debasish Dhar] DISTRICT SUB-REGISTRAR OF HOWRAH OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH Govt. of West Bengal

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Government Of West Bengal Office of the D.S.R.HOWRAH HOWRAH

Endorsement For deed Number :1-08597 of :2007 (Serial No. 03333, 2007)

On 24/12/2007

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- 51579/-

Certified that the required stamp duty of this document is Rs 2579 /- and the Stamp duty paid as: Impresive Rs-1000

Name of the Registering officer : Debasish Dhar Designation :DISTRICT SUB-REGISTRAR OF HOWRAH

On 27/12/2007

Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number :23 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

Deficit stamp duty

Deficit stamp duty: Rs 80/- is paid by the draft no. :369392, Draft date:20/12/2007, Bank name:STATE BANK OF INDIA. Domjur, recieved on :27/12/2007

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees: A(1) = 22/- on. 27/12/2007.

Name of the Registering officer : Debasish Dhar Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

[Debasish Dhar] DISTRICT SUB-REGISTRAR OF HOWRAH OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH Govt. of West Bengal

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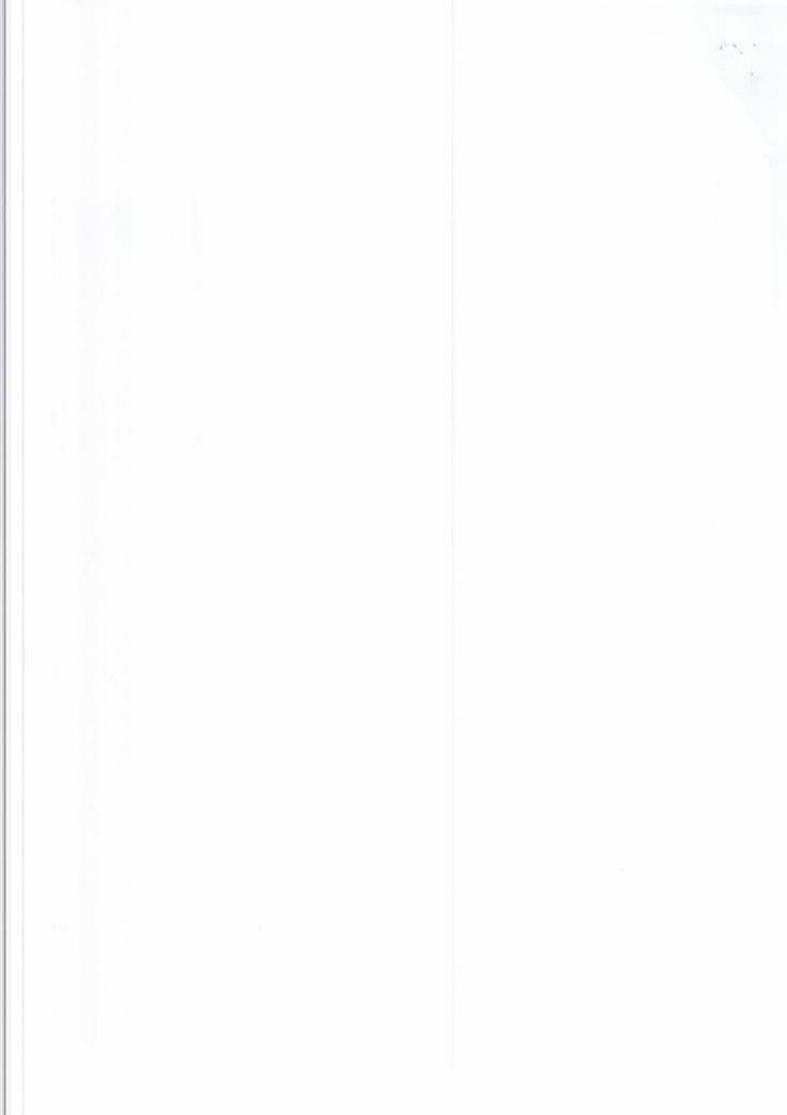
Certificate of Registration under section 60 and Pule 69.

Registered in Book -1 CD Volume number 11 Fage from 4589 to 4603 being No 08597 for the year 2007.



Stor

(Debasish Dhar) 28-December-2007 DISTRICT SUB-REGISTRAR OF HOWRAH Office of the DIS.P.HOWRAH West Benga:



DF MOUZA ISWARIPUR J.L. NO.34 P.S. BAGNAN

DIST- HOWRAH, DAG NO. 128 L.R. 133

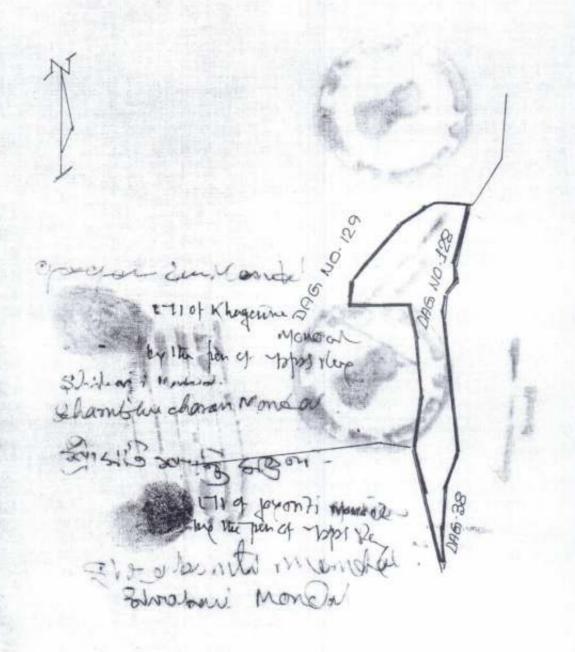
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Prasanta Kumar Mondal

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Date 18.03.07

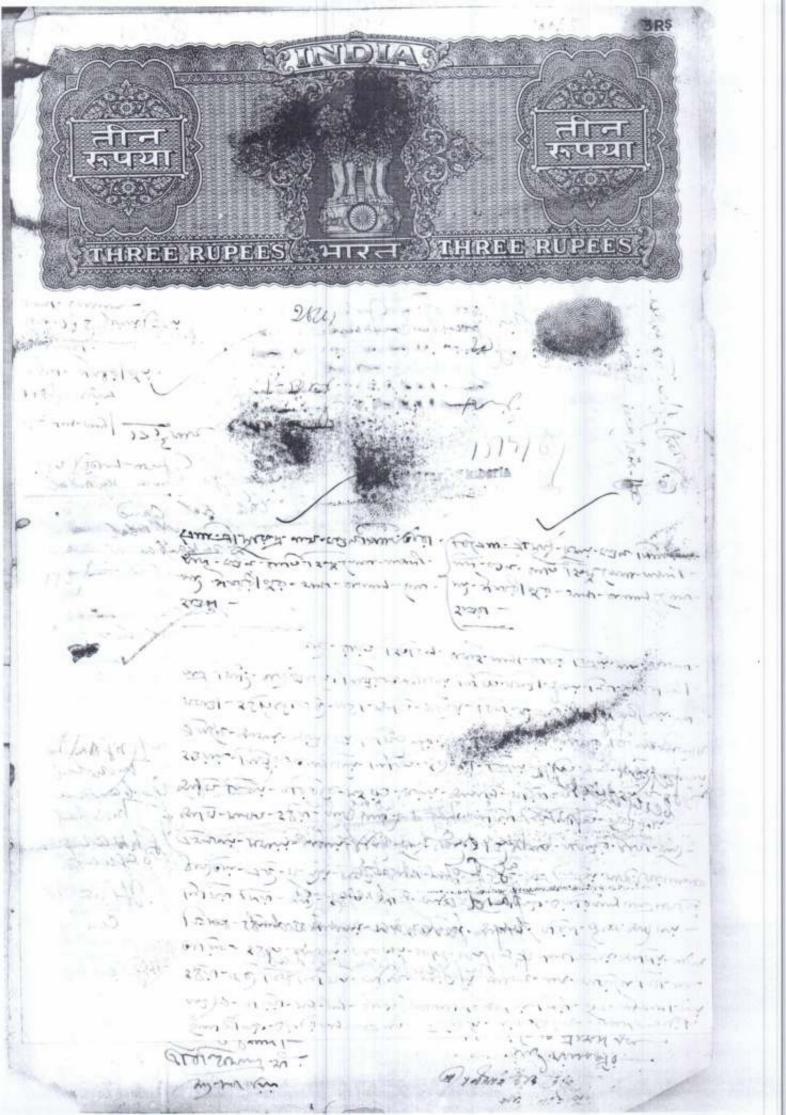
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