

04240

I

04080 1000Rs.



u/s. 31
6.10.04
15.7.04



MW = 4,34,40,000/-

4000.00
24,96,100.00

DATED THIS 15th DAY OF July 2004BETWEEN

331 Biplali, Mumbai
Cheque No. 220886, 220887
for ₹ 24,96,100. Has been paid of
defect stamp duty u/s. 41 220888
800000 x 2
896100

L.C.C. INFORTECH LTD. & ANR.

..... VENDORS

AND

M/S. TOLLY NIRMAN PVT. LTD.

..... DEVELOPER

AND

M/S. ELIZE INTERNATIONAL LIMITED

..... PURCHASER

A-274989
E-275010
A-274989
E-275010

Sumitranandan Pant

B. A. Ch. St.
222198 11.8.04 900000
222199 943930
18,43,930/-
ARA-11
12.8.04

202840.00
Subsequently received
SB1 Cheque no.

6838

14 JUL 2004

CL. NO. **DATE**
 NAME
 ADD. *roof*
 AMT.

Elize International Ltd.
9/12, Lal Bazar St. Kolkata!

Certified that a single stamp of the value
 of Rs. *4000/-* required for the
 Document is not Available and that the
 smallest number of Stamp which I can
 furnish so as to Make up the Required
 Amount are as follows:

40 roof 4000/-

PROCESSED BY REGISTRATION 6-10
 ON 15th day of July 2004

Gopal Prasad
one of the Excts.

REGISTERED STAMP VENDOR
 CALCUTTA REGISTRATION OFFICE

Adtl. Registrar of Assurance
 Calcutta 1597904

CONSTITUTED ATTORNEY
 OF
 LCC INFOTECH LTD.
 eLCC info.com Limited

Gopal Prasad constituted
attorney of LCC infotech
Ltd at P-16, C.I.T. Road
Kolkata. Also as Director
for Tolly Nirman Pvt Ltd.
at 32A, C.R. Avenue Kol-12.
T.K. Khaitan as Director
for Elize International
Ltd. at 9/12, Lalbazar St
Block-E, 3rd floor.
Kol-1.

TOLLY NIRMAN (PVT.) LTD.

Director

ELIZE INTERNATIONAL LIMITED

T.K. Khaitan
 Director

Debasish Pal

10.0.P.O. St.

Cal-1. Service

Debasish Pal
10.0.P.O. St. Kolkata
Cal-1
Service

Adtl. Registrar of Assurance
 Calcutta 1597904





BETWEEN

L.C.C. INFORTECH LTD. & ANR.

..... VENDORS

AND

M/S. TOLLY NIRMAN PVT. LTD.

..... DEVELOPER

AND

M/S. ELIZE INTERNATIONAL LIMITED

.....PURCHASER

6858

14 JUL 2004

CL. NO. DATE

NAME

ADD.

AMT.

Elize International Ltd.
9/12, Lal Bazar St. No. 1

Certified that a single stamp of the value
of Rs. 4000/- required for the
Licence of Available and that the
smallest number of Stamp which I can
Furnish so as to Make up the Required
Amount are as Follows:

4000/- 4000/-

LICENCED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE

Addl. Registrar of Assurance
Calcutta





BETWEEN

L.C.C. INFORTECH LTD. & ANR.

..... VENDORS

AND

M/S. TOLLY NIRMAN PVT. LTD.

..... DEVELOPER

AND

M/S. ELIZE INTERNATIONAL LIMITED

.....PURCHASER

6838

14 JUL 2004

CL. NO. _____ DATE _____
NAME _____
ADD. _____
CMT. _____

Elize International Ltd,
9/12, Lal Bazar St Kolkata

Certified that a single stamp of the value
Rs. 4000/- required for the
Licence of Available and that the
smallest number of Stamp which I can
Furnish so as to Make up the Required
Amount are as follows.....

40 1000/- 4000/-

[Signature]

LICENCED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE



Addl. Registrar of Assurance
Calcutta



BETWEEN

L.C.C. INFORTECH LTD. & ANR.

..... VENDORS

AND

M/S. TOLLY NIRMAN PVT. LTD.

..... DEVELOPER

AND

M/S. ELIZE INTERNATIONAL LIMITED

.....PURCHASER

6858

14 JUL 2004

CL. NO. DATE

NAME

ADD.

AMT.

Elize International Ltd.
9/12, Lal Bazar St. Kolkata

Certified that a single stamp of the value
of Rs. 4000/- Required for the
Licence of Available and that the
smallest number of Stamp which I Can
Furnish so as to Make up the Required
Amount are as follows:

40 1000/- 4000/-

LICENSED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE



Addl. Registrar of Assurances
Calcutta

THIS INDENTURE OF SALE made this 15th day of July
Two thousand and Four **BETWEEN (1) L C C INFOTECH
LTD.**, an existing Company incorporated under the Companies
Act, 1956, having its Registered Office at P-16, C.I.T.Road,
KOLKATA and **(2) eLCC INFO.COM LIMITED**, an existing
Company incorporated under Companies Act, 1956, having its
Registered Office at "SUK SAGAR APARTMENT" 2nd Floor, 2/5A,
Sarat Bose Road, Kolkata, hereinafter collectively referred to as the
"VENDORS" (which expression shall unless excluded by or there
be something repugnant to the subject or context be deemed to
include their respective successor or successors-in-interest) of the
FIRST PART :



3
Addl. Registrar of Assurances-2
Calcutta

A N D

M/S. TOLLY NIRMAN PRIVATE LIMITED, an existing Company incorporated under the Companies Act, 1956, having its Registered Office at 32A, Chittaranjan Avenue, Kolkata – 700012, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest nominee or nominees and assigns) of the

SECOND PART :**A N D**

ELIZE INTERNATIONAL LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 9/12, Lalbazar Street, Block-E, 3rd Floor, Kolkata – 700 001 hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest nominee or nominees and assigns) of the **SECOND PART :**



3
Addl. Registrar of Assurances-II
Calcutta

WHEREAS:

1. By virtue of 14 several Deeds of Conveyance all dated 22.01.2001 and registered before the Registrar of Assurances, Kolkata, the Vendor No.1 became the absolute owner of undivided and un-demarcated 50% share in the land and structures standing thereon being premises No.10A, Shakespeare Sarani, Kolkata 700071. The particulars of the said 14 Deeds of Conveyance are as follows :-

Sl.No.	Date of Execution	Name of Vendor	Particulars of Registration
1.	22.01.2001	Suradhani Chemical & Board Mfg. Co. Pvt. Ltd.	Book No.I, Volume No.I Pages – 1 to 40 Being No.00354 for the year 2003.
2.	22.01.2001	Vijay Kumar Agarwal and Sons (HUF) represented by the Karta Shri Vijay Musaddi	Book No.I, Volume No.I Pages – 1 to 38 Being No.00349 for the year 2003.
3.	22.01.2001	Smt. Usha Musaddi, wife of Shri Ajoy Musaddi	Book No.I, Volume No.I Pages – 1 to 40 Being No.00347 for the year 2003.
4.	22.01.2001	Smt. Sunanda Musaddi, wife of Shri Arun Masuddi	Book No.I, Volume No.I Pages – 1 to 40 Being No.00346 for the year 2003.
5.	22.01.2001	Shri Vikash Musaddi, son of Shri Vijay Musaddi	Book No.I, Volume No.I Pages – 1 to 40 Being No.00345 for the year 2003.
6.	22.01.2001	Smt. Lalita Devi Musaddi, wife of Shri Vijay Masuddi	Book No.I, Volume No.I Pages – 1 to 40 Being No.00343 for the year 2003.



[Handwritten signature]
Addl. Registrar of Assurances-II
Calcutta

Sl.No.	Date of Execution	Name of Vendor	Particulars of Registration
7.	22.01.2001	B. G. Veneers (P) Ltd.	Book No.I, Volume No.3 Pages – 1 to 38 Being No.00341 for the year 2003.
8.	22.01.2001	Shri Arun Kumar Agarwal & Sons (HUF) represented by Karta Shri Arun Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00339 for the year 2003.
9.	22.01.2001	Smt. Sushila Agarwal (Musaddi) wife of Shri Pawan Agarwal.	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00337 for the year 2003.
10.	22.01.2001	Shri Sankar Agarwal son of Late Lal Chand Agarwal	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00334 for the year 2003.
11.	22.01.2001	Shri Sanjay Agarwal son of Late Lal Chand Agarwal.	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00333 for the year 2003.
12.	22.01.2001	Shri Ajay Kumar Agarwal & Sons (HUF) represented by Karta Shri Ajay Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00332 for the year 2003.
13.	22.01.2001	Smt. Shanti Devi Musaddi, wife of Late Gopiram Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00331 for the year 2003.
14.	22.01.2001	Pawan Kumar Agarwal & Sons (HUF) represented by Karta Pawan Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00352 for the year 2003.



2
Addl. Registrar of Assurances-III
Calcutta

2. By virtue of 14 several Deeds of Conveyance all dated 22.01.2001 and registered before the Registrar of Assurances, Kolkata, the Vendor No.2 became the absolute owner of undivided and un-demarcated 50% share in the land and structures standing thereon being premises No.10A, Shakespeare Sarani, Kolkata 700071. The particulars of the said 14 Deeds of Conveyance are as follows :-

Sl.No.	Date of Execution	Name of Vendor	Particulars of Registration
1.	22.01.2001	Smt. Shanti Devi Musaddi, wife of Late Gopiram Musaddi	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00294 for the year 2003.
2.	22.01.2001	Suradhuni Chemical & Board Mfg. Co. Pvt. Ltd.	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00295 for the year 2003.
3.	22.01.2001	Smt. Lalita Devi Musaddi, wife of Shri Vijay Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00307 for the year 2003.
4.	22.01.2001	Shri Vikash Musaddi, son of Shri Vijay Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00309 for the year 2003.
5.	22.01.2001	Smt. Sushila Agarwal (Musaddi) wife of Shri Pawan Agarwal	Book No.I, Volume No.1 Pages – 1 to 35 Being No.00311 for the year 2003.
6.	22.01.2001	Ajay Kumar Agarwal And Sons (HUF) represented by the Karta Ajay Musaddi	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00312 for the year 2003.



7
Addl. Registrar of Assurances-II
Calcutta

Sl.No.	Date of Execution	Name of Vendor	Particulars of Registration
7.	22.01.2001	Vijay Kumar Agarwal And Sons (HUF) represented by the Karta Vijay Musaddi	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00314 for the year 2003.
8.	22.01.2001	Smt. Usha Musaddi, wife of Shri Ajay Musaddi	Book No.I, Volume No.1 Pages – 1 to 38 Being No.00316 for the year 2003.
9.	22.01.2001	Shri Sanjay Agarwal, son of Late Lal Chand Agarwal	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00316 for the year 2003.
10.	22.01.2001	Smt. Sunanda Musaddi, wife of Shri Arun Musaddi	Book No.I, Volume No.1 Pages – 1 to 39 Being No.00324 for the year 2003.
11.	22.01.2001	Shri Sankar Agarwal, son of Late Lal Chand Agarwal	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00325 for the year 2003.
12.	22.01.2001	B. G. Veneers (P) Ltd.	Book No.I, Volume No.1 Pages – 1 to 37 Being No.00327 for the year 2003.
13.	22.01.2001	Pawan Kumar Agarwal And Sons (HUF) represented by the Karta Pawan Musaddi	Book No.I, Volume No.1 Pages – 1 to 37 Being No.00330 for the year 2003.
14.	22.01.2001	Arun Kumar Agarwal And Sons (HUF) represented by the Karta Arun Musaddi	Book No.I, Volume No.1 Pages – 1 to 36 Being No.00318 for the year 2003.



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Addl. Registrar of Assurances
Calcutta

3. Thus the Vendors became the absolute joint owners of the said premises No.10A, Shakespeare Sarani, Kolkata – 700071 **TOGETHER WITH** building and structures standing thereon containing an area of 16 Cottahs, 14 Chittacks and 18 square feet be the same a little more or less (hereinafter referred to as the "said property"), each having 50% undivided and un-demarcated share therein, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written. Thereafter the Vendors got their names mutated in the records of The Kolkata Municipal Corporation and caused a building plan sanctioned by The Kolkata Municipal Corporation being Plan No.54 (Br.-7) dated 12.06.1997 for construction of building complex thereon.

4. The Vendors entered into an Agreement being dated 22.10.2002, whereby the Vendors have agreed to sell and the Developer has agreed to purchase the said property on the terms and conditions contained in the said Agreement. In terms of the said Agreement dated 22.10.2002 the Vendors delivered possession of the said property to the Developer **TOGETHER WITH** the right to demolish the existing structure thereon and to construct two blocks of building complex namely Block-"A" and "B" thereon in terms of the said sanctioned plan bearing No.54 (Br.-7), dated 12.06.1997.

Addl. Registrar of Assurance
Calcutta



5. The Vendors also granted right to the Developer under the said Agreement dated 22.10.2002 to enter into Agreement and sale of the space/ spaces or units in the said two blocks of buildings to be constructed in the said property to the intending buyers. In terms of the said Agreement dated 22.10.2002 the Vendors jointly executed a General Power of Attorney being dated 22.10.2002 and registered before the Registrar of Assurances, Kolkata being Document No.3771 for the year 2002, appointing Sri Gopal Prasad and Sri Rajendra Prasad being the nominees of the said Developer to act as their Constituted Attorneys jointly and severally.

6. The Purchaser has approached the Developer for purchase of the entirety of the Block-A consisting of G + 4 floors and admeasuring an area of 10,500 square feet be the same a little more or less on the front or northern side of the said premises of which rear portion of the ground floor is for parking space/s, in the said building complex named as **"PRASAD CHAMBERS"** at 10A, Shakespeare Sarani, Kolkata – 700071, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

7. On being approached by the Purchaser as aforesaid the Developer by an Application dated 8th July, 2004 agreed to sell to the Purchaser the entirety of the Block-"A" consisting of G + 4 floors including parking space/s in the ground floor in the said

Addl. Registrar of Assurance
Calcutta



building complex namely **"PRASAD CHAMBERS"**, at 10A, Shakespeare Sarani, Kolkata – 700071 measuring 10,500 square feet more or less at or for a total consideration of Rs.2,50,00,000/- (Rupees two crores fifty lacs only) along with undivided proportionate variable impartible indivisible share in the land in respect of the entire Block-"A" free from all encumbrances, attachments, liens, lispens.

8. In terms of the said Agreement dated 22.10.2002 the Developer has since then completed the construction of the said multi-storied building consisting of office space/spaces/showroom and units in the said property.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In pursuance of the said application and in consideration of the sum of Rs.2,50,00,000/- (Rupees two crores fifty lacs only) only well and truly paid by the Purchaser to the Developer (the receipt whereof the Developer doth hereby as well as by the receipt hereunder written, admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser and the entirety of the Block-"A" consisting of G + 4 of the said building complex known as **"PRASAD CHAMBERS"** including the car parking space in the ground floor of the said building) the Vendors and the Purchaser and each of them doth hereby absolutely and indefeasibly grant, convey, transfer, sell,



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Addl. Registrar of Assurances—
Calcutta

assign and assure unto and to the use of the Purchaser free from all encumbrances **ALL THAT** the said Block-"A" building having G+4 floors containing total area of 10,500 square feet including the car parking space on the ground floor be the same a little more or less in the building complex known as **"PRASAD CHAMBERS"**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the said property" **TOGETHER WITH** the right to use and enjoy the common areas and facilities, fully described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever, to the said premises belonging or in any way appertaining or usually held or occupied therewith, or reputed to belong or be appurtenant thereto **AND** all the estate, right, title, interest, claim and demand whatsoever of the Vendors/Developer into or upon the same and every part thereof in law or in equity **TO HAVE AND TO HOLD** and possess the same unto and to the use of the Purchaser, its successor or successors-in-office and assigns absolutely and forever **AND** the Vendors and the Developer and each of them hereby covenant with the Purchaser, its successor or successors-in-office that notwithstanding any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary the Vendors are now lawfully seized and possessed of the said property free from



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Addl. Registrar of Assurances
Calcutta

encumbrances, attachments or defects in title whatsoever **AND** that the Vendors and each of them have full power and absolute authority to sell the said property in the manner aforesaid **AND** the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or in any manner it likes without any claim or demand whatsoever from the Vendors or the Developer or any person or persons claiming through or under them **AND FURTHER** that the Vendors and the Developer and each of them covenants with the Purchaser to save, harmless, indemnify and keep indemnified the Purchaser from and against all encumbrances, charges and equities whatsoever and the Vendors and the Developer further covenant that they, their respective successor or successors-in-office shall at the request and cost of the Purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

2. THE PURCHASER COVENANTS WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :

- a) That the Purchaser shall regularly and punctually make payment of the proportionate maintenance charges, rate and taxes, electric charges for common areas and electric

Addl. Registrar of Assurance
Calcutta



charges for use in the said property and other outgoings, as are specified in the **FOURTH SCHEDULE** hereunder written in respect of the said property, as will be determined from time to time by the Developer or to the Service Company appointed by the developer to look after the maintenance of the common areas for the said Building Complex etc. and that the proportionate amount as fixed by the Developer shall be paid by the Purchaser month by month immediately on receipt of the bill or on demand for the same being made and in default of the payment the Purchaser shall pay penal interest as may be determined by the developer or the service company till payment of the amount in default remains unpaid.

- b) The Purchaser and its employees, visitors and agents will have the right of ingress and egress out of the said property through passage leading to the main entrance situated on the road side.

THE FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE PREMISES)

ALL THAT the two Blocks of Building Complex, messuage, tenements, hereditaments and premises known as "**PRASAD CHAMBERS**" **TOGETHER WITH** the piece or parcel of land

whereon or on part whereof the same are erected and built admeasuring 16 Cottahs, 14 Chittacks and 18 Square Feet, be the same a little more or less, being the premises No.10A, Shakespeare Sarani (formerly known as Theatre Road), Police Station – Shakespeare Sarani, Kolkata – 700 071 comprised in Block No.XIX, Holding No.30 in the South Division of Kolkata, butted and bounded as follows :

On the North : By Municipal Road known as Shakespeare Sarani;

On the East : By premises No.12, Shakespeare Sarani ;

On the South : By premises No.16, Elisium Row ;

On the West : By balance portion of premises No.10,
Shakespeare Sarani.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE UNIT/SUITE)

ALL THAT the entirety of the G + 4 storied commercial building being in Block-"A", admeasuring total area of 10,500 square feet including car parking space on the ground floor be the same a little more or less on the northern side of the said building complex



Addl. Registrar of Assurances
Calcutta



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Addl. Registrar of Assurances
Calcutta

named as **"PRASAD CHAMBERS"** at premises No.10A, Shakespeare Sarani, Police Station – Shakespeare Sarani, Kolkata – 700071 **TOGETHER WITH** undivided proportionate share or interest in the land in the said premises fully described in the First Schedule above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

1. Common passage excepting Car Parking area.
2. Water Pump, water tank, the water pipes and other common plumbing installations.
3. Electrical Wiring.
4. Drainage and sewers.
5. Such other common parts, areas, equipment installations, fixtures, fittings and spaces on or about the said building complex as are necessary for the use and occupancy of both the "A" and "B" Blocks of buildings in common and as specified by the Developer expressly to be the common parts after construction of buildings.



3
Addl. Registrar of Assurances-
Calcutta

THE FOURTH SCHEDULE ABOVE REFERRED TO**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing white washing, painting rebuilding, reconstructing decorating, redecorating and lighting the common parts.
2. All charges and deposits for suppliers of common facilities and utilities.
3. Municipal taxes, Multi-storied Building Tax and other outgoing expenses save those separately assessed on the respective Block-"A".
4. Costs and charges of establishment or maintenance of the building complex and for watch and ward staff.
5. All unforeseen litigating expenses for protecting the title of land and building complex.
6. The office expenses incurred for maintenance the office for common purpose.

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Addl. Registrar of Assurances-
Calcutta



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year, first above written.

SIGNED, SEALED & DELIVERED
by the VENDORS at Kolkata in
the presence of:

Debasish Banerjee
for Vendor's Office
Cal - 1


CONSTITUTED ATTORNEY
OF
LCC INFOTECH LTD.
eLCC info.com Limited

SIGNED, SEALED & DELIVERED
By the DEVELOPER at Kolkata
in the presence of:

Debasish Banerjee
for Dev's Office
Cal - 1

TOLLY NIRMAL (PVT.) LTD.


(GOPAL PRASAD)

SIGNED, SEALED & DELIVERED
By the PURCHASER at Kolkata
in the presence of:

ELIZE INTERNATIONAL LIMITED


Director
(Jaydeep Kumar Khaitan)

1. Y. HIRSH (PAT) LTD.

Director



Addl. Registrar of Associations
Calcutta

MEMO OF CONSIDERATION

Received of and from the withinnamed Purchaser the withinmentioned consideration of Rs.2,50,00,000/- (Rupees two crores fifty thousand) only in the following manner :

<u>Date</u>	<u>Particulars</u>	<u>Amount</u>
08.07.2004	Ch.No.478374 dated 07.07.04 drawn on Punjab National Bank.	Rs. 50,00,000/-
09.07.2004	Ch.No.478375 dated 09.07.04 drawn on Punjab National Bank.	Rs. 75,00,000/-
12.07.2004	Ch.No.478376 dated 12.07.04 drawn on Punjab National Bank.	Rs. 25,00,000/-
15.07.2004	Ch.No.478377 dated 15.07.04 drawn on Punjab National Bank.	Rs.1,00,00,000/-

Rs.2,50,00,000/- ✓

Debasish Paul

Mangal Santra
MANGAL SANTRA
 Advocate
 High Court, Calcutta

TOLLY NIRMAL (PVT.) LTD.

[Signature]
 Director

VENDOR



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Addl. Registrar of Assurances
Calcutta

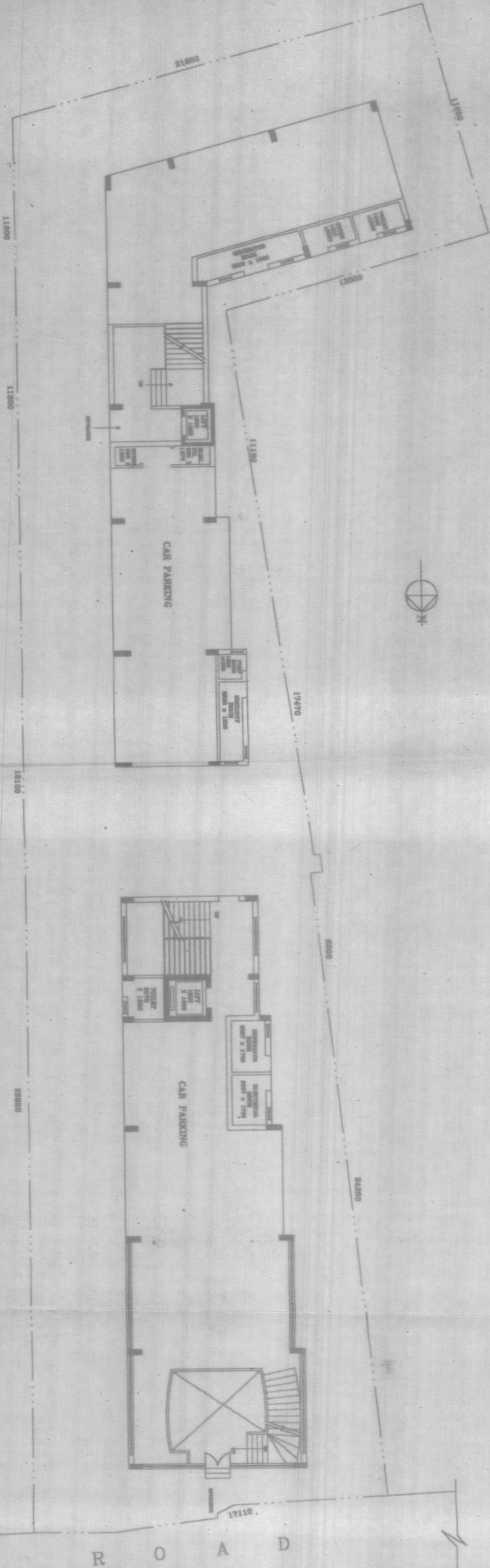
TOLLY NIRMAN PVT. LTD.
Director

W C
CONSTITUTED ATTORNEY
OF
LCC INFOTECH LTD.
elcc info.com limited

GROUND FLOOR PLAN

NOT TO SCALE

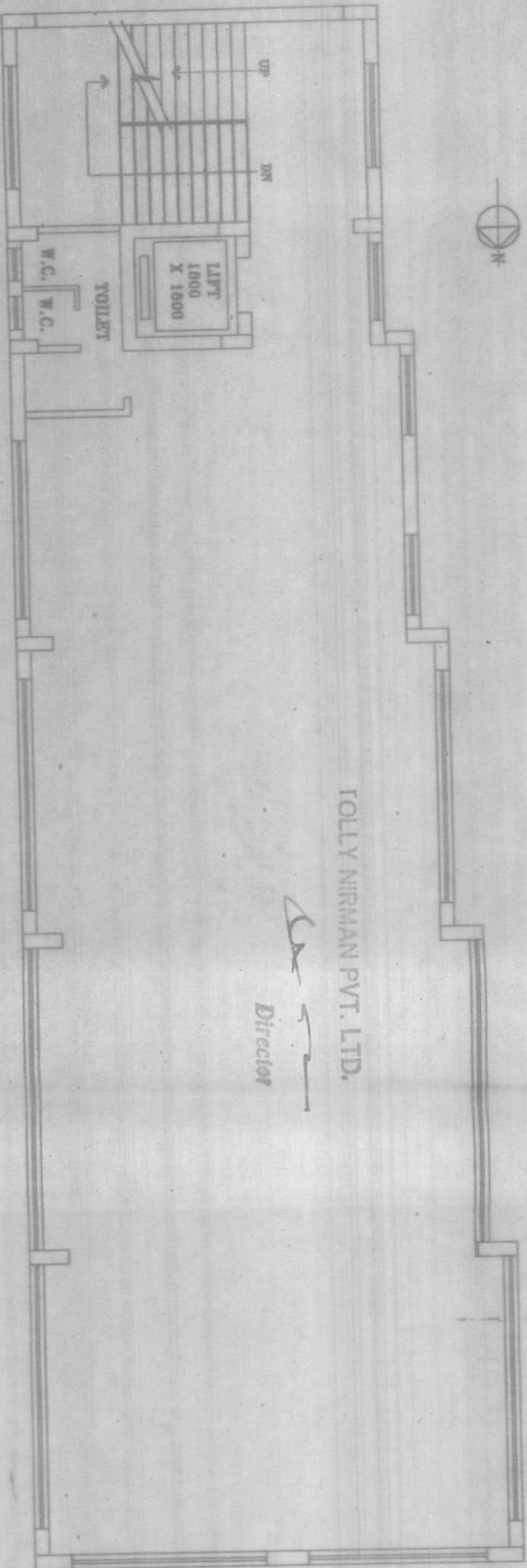
PROPOSED PLAN OF OFFICE BUILDING
AT 10 A SHAKESPEARE SARANI. KOLKATA.





4964

11



2ND & 3RD FLOOR PLAN (FRONT BLOCK)

PROPOSED PLAN OF OFFICE BUILDING
AT 10 A SHAKESPEARE SARANI, KOLKATA.

NOT TO SCALE

CONSTITUTED ATTORNEY
OF
LCC INFOTECH LTD.
elcc info.com Limited

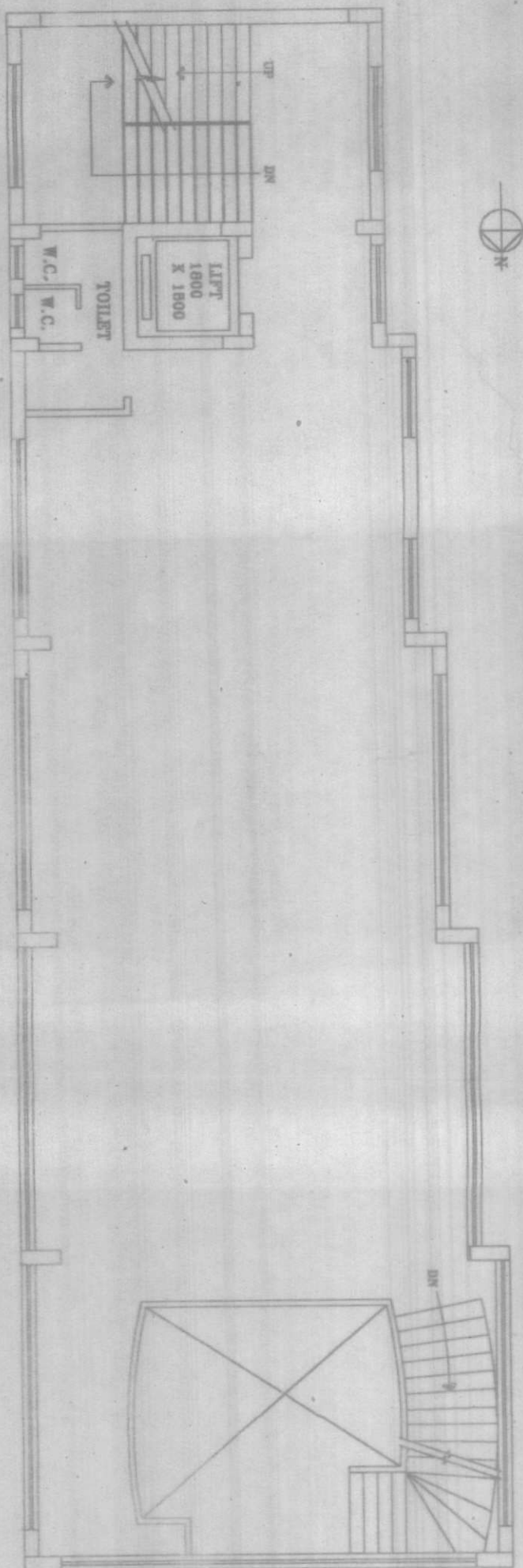


TOLLY NIRMAN PVT. LTD.

Director

CONSTITUTED ATTORNEY

OF
LCC INFOTECH LTD
eLCC info.com Limited



FIRST FLOOR PLAN (FRONT BLOCK)

TOLLY NIRMAN PVT. LTD. CONSTITUTED ATTORNEY
OF

LCC INFOTECH LTD
Director eLCC info.com Limited

PROPOSED PLAN OF OFFICE BUILDING
AT 10 A SHAKESPEARE SARANI, KOLKATA.

NOT TO SCALE



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/and/ or purchaser Presentans					
1	 CONSTITUTED ATTORNEY OF ICC INFOTECH LTD. icc-info.com Limited		Little	Ring	Middle (Left Hand)	Fore Thumb
2	 TOLLY NIRMAL (PVT.) LTD. Director		Thumb	Fore	Middle (Right Hand)	Ring Little
			Little	Ring	Middle (Left Hand)	Fore Thumb
3	 Director		Thumb	Fore	Middle (Right Hand)	Ring Little
			Little	Ring	Middle (Left Hand)	Fore Thumb
4			Thumb	Fore	Middle (Right Hand)	Ring Little
			Little	Ring	Middle (Left Hand)	Fore Thumb
5			Thumb	Fore	Middle (Right Hand)	Ring Little
			Little	Ring	Middle (Left Hand)	Fore Thumb



10774 1111111111 11111 11111

10774 1111111111

4

Addl. Registrar of Assurances-
Calcutta

Book No. 1
Volume No. 1
Pages 26
Serial No. 04080
for the year 2004

DATED THIS 15th DAY OF July 2004

BETWEEN

L.C.C. INFOTECH LTD. & ANR.

... FIRST PART.



AND

M/S. TOLLY NIRMAN PVT. LIMITED.

... SECOND PART.

AND

ELIZE INTERNATIONAL LIMITED

... THIRD PART.

Addl. Registrar of Assurances-1

Calcutta

13/8/04



INDENTURE

MANGAL SANTRA

Advocate
High Court,
Calcutta

Addl. Registrar of Assurances-1

Calcutta



19.12.22
El. Bill

of 18 of the W.B. Prevention of
valuation instruments to 1894
Marked assessed Rs 19,60,000
Stamp duty of Rs 140,000

STAMP AFFIXED BY
29/11/02
STAMP SUPERINTENDENT
TANJORE DISTRICT

SR
23/11/24
210000
A 22 99
H 28
E 21
MB 4

certified that the stamp duty of Rs 30000
of 18 Act and the instrument is duty stamped by draft
No. 100292 - 26-10-06 - 100291

certified that the stamp duty of Rs 19,60,000
of 18 Act and the instrument is duty stamped by draft
No. 100286 - 26-10-06 - 100286
29.10.2004

19150 District Sub-Registrar-2
Alipore, South 24 Parganas

certified that the stamp duty of Rs 10000
of 18 Act and the instrument is duty stamped by draft
No. 100290 - 26-10-06 - 100290

THIS INDENTURE made this 19th day of December Two Thousand Two BETWEEN
NILANCHAL ESTATES PRIVATE LIMITED a Company registered under the
Companies Act, 1956 and having its registered office at 14/3 Chattawalla Galli, Calcutta - 700
012, represented its authorised signatory Malay Kumar Moitra son of Sri Debendra Nath
Moitra, Hindu by creed service by occupation residing at Ramkrishna Pally, P.S.

admissible under Regt. Rule 21
duly Stamped (Exempted from
stamp duty or does not require
stamp duty) under the Indian
Stamp Act: 890 as amended
in 1904. Schedule No. 1A
No. 23444444

29.10.2004
District Sub-Registrar-2
Alipore, South 24 Parganas

16820
TP

Presented for Registration at
11.48 AM on the 19th
Dec 2002
Attn: Sub-Registrar
by Malay Kumar Meitoo
one of the Claimant/Executant



Attn: Sub-Registrar
District Sub-Registrar-II
Alipore, South 24 Parganas
19.12.2002

Execution is admitted
Malay Kumar Meitoo

Malay Kumar Meitoo



FOR NILACHAL ESTATES PVT. LTD.

Malay Kumar Meitoo
Authorized Signatory

10409

So Debendra Nath Meitoo
Ram Krishna Pathy
S/o. W/o. D/o. S. Sanda But 24/7/02
Authorized Signatory for
Nilachal Estates Pvt Ltd.
District South 24 Parganas
by Caste Hindu/Muslim by Profession

Office at 14/3 Chattawalla galle
Cat-70012

Mala Kanodia s/o Rajesh Jn.
Kanodia of 862 Jessore Road
1st Floor Bk 17 Cat-70055
Identities Hindu Wife



10410

Mala Kanodia

Jaydeep Kumar Khaitan
S/o. W/o. D/o. Gayaprasad Khaitan
of

District-South 24-Parganas
by Caste Hindu/Muslim by Profession Business

Jaydeep Kumar Khaitan

Jaydeep Kumar Khaitan
S/o Sri Gayaprasad Khaitan
Business

Attn: Sub-Registrar
District Sub-Registrar-II
Alipore, South 24 Parganas
19.12.02

Sonarpur, District - South - 24 Parganas hereinafter referred to as the **TRANSFEROR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and/or assigns) of the *FIRST PART* AND **MRS. MALA KANODIA** wife of Sri. Rajesh Kumar Kanodia Hindu by creed, housewife by occupation, residing at 862 Jessore Road, 1st Floor, Block 'J', Calcutta - 700 055 hereinafter referred to as the **TRANSFEREES** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the *SECOND PART* AND **NARAYAN IRON & STEEL COMPANY PRIVATE LIMITED** a Company registered under the Companies Act, 1956 and having its registered office at 9, Old Post Office Street, Calcutta - 700 001, hereinafter referred to as the **CONFIRMING PARTY** represented by its Director Sri Arvind Kumar Meharia son of Late Hanuman Das Meharia (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and/or assigns) of the *THIRD PART* :

WHEREAS by 10(ten) separate conveyances all dated the 18th March, 1986 and registered with the Registrar of Assurances, Calcutta details whereof are mentioned in the Seventh Schedule hereto one (Smt.) Rakhal Rani Chowdhury sold transferred and conveyed ALL THAT premises Nkjbuy.32/36 Diamond Harbour Road, Calcutta more fully described in the First Schedule hereto and hereafter called the said Premises unto and in favour of (1) A.K.Mullick (2) B.N.Malakar, (3) B.L.Chowdhury (4) C.R.Kali, (5) G.C.Banerjee (6) S.Saha (7) D.Biswas (8) S.C.Mitra, (9) A.C.Halder and (10) P.Chatterjee al hereinafter called the Owners subject to the claim of United Commercial Bank of certain dues from the Confirming Party and also subject the tenancy of the Confirming Party for the consideration and on the terms and conditions mentioned therein;

AND WHEREAS the Owners formed a partnership and/or joint stock company and the same was registered under the provisions of Part - IX of the Companies Act 1956, as Nilanchal Estates Private Limited the Transferor herein vide Registration No.41364 dated 7.10.1986 by the Registrar of Companies West Bengal and by virtue of section 575 of the Companies Act 1956 the said premises vested in the Transferor as the sole and absolute owner thereof;

AND WHEREAS the said United Commercial Bank duly released the said Premises in view of full satisfaction of its claim from the Confirming Party and the said release was recorded by a declaration dated the 4th April, 1987 executed by the said UCO Bank in favour of the Confirming Party and registered at the office of the District Sub-Registrar of Alipore and entered in Book No.1, as Deed No.2369 for the year 1987 and the Confirming Party also surrendered released and transferred all its rights over and in respect of the said Premises in favour of the Transferor;

Amir Khan Mehdi

Member is Admitted

Arvind Kumar Mehra

H. H. Hamman

Meharia as Director of the
 Iron & Steel Co., Port of
 Office at old post office
 Street Cal-7000, H. 2 du
 Business



Identified

Susiti. Kumm Mondst.
Jdr.

District Sub-Registrar-
Dillipore, South 24 Parganas

18.12-02

Adm.

The Shop
 Market Sub-Register
 Moore, South 24

25/3/03

See also Kim Marshall
Adviser

AND WHEREAS the Transferor framed a scheme for construction of a Housing Complex to be known as OXFORD VIEW by construction of buildings comprised of Five Blocks, and the Units therein on the said premises and transfer of the undivided proportionate share in the land comprised in the said premises to the intending Purchasers desirous of acquiring Units in the said Housing Complex and construction of the Housing Complex and the Units for such intending Purchasers.

AND WHEREAS a plan for construction of the said Housing Complex was duly sanctioned by the Calcutta Municipal Corporation South Suburban Unit Behala on 2.10.86.

AND WHEREAS the Owners by a Deed of Release dated 21st August, 1990 and registered with the District Registration Office, Alipore in Book No.1, being Deed No.12414 of 1991 also recorded the release relinquishment and transfer of all right, title interest, claim or demand in or upon the said Premises, absolutely and forever of the Transferor;

AND WHEREAS the Transferee desirous to own and acquire Unit No. A-001 more fully described in Part II of the Second Schedule hereto on the Ground floor in the Building/ Block "A" and the proportionate share of the common parts and common portions of the building as specified in the Third Schedule and having a super built up area of 700 Sq.ft. and agreed to acquire the Undivided interest in the land and appointed the Transferor to construct the said Unit on terms and conditions mentioned in the Agreement dated 18.12.2001, entered into between the Transferor and the Transferees and hereinafter called the said Agreement;

AND WHEREAS the Transferee has paid to the Transferor all amounts payable under the said Agreement on account of the transfer of the undivided proportionate share in the land comprised in the said Premises and has fully paid the cost of construction of the said Unit and the proportionate share of the common parts and the Transferor has constructed the said Unit and the Housing Complex and the Common Parts and Common portions comprised therein.

AND WHEREAS the Transferor has entered into several agreements with the several persons and agreed to transfer the undivided interest in the land comprised in the premises and agreed to construct the Units agreed to be acquired by the respective Transferees alongwith the Common Parts and Common Portions comprised in the said Housing Complex and has so far transferred the proportionate undivided interest in the land comprised in the said premises in favour of the various persons and constructed their respective Units/ Flats and their respective proportionate share of the Common Parts and Common Portions.

AND WHEREAS no conveyance has yet been executed and registered in favour of the Transferees herein;



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Alipore, South 24 Parganas
19.12.02

AND WHEREAS in pursuance of the said Agreement the Transferor is completing the transfer of the undivided share in the land in favour of the Transferees by the presents;

NOW THIS INDENTURE WITNESSETH that :

- I. In Pursuance of the said Agreement and in consideration of the Premises and in consideration of a sum of Rs.2,10,000/- (Rupees Two Lac Ten Thousand) only paid by the Transferees to the Transferor on account of undivided interest in the land attributable to the said unit/ Flat (the receipt whereof the Transferor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same forever and discharge the Transferees and the said Undivided share) the Transferor doth hereby grant sell convey transfer and assign and assure unto the Transferees ALL THAT the undivided impartiable share in the land mentioned in Part-I of the Second Schedule hereunder written at Premises No.32/36 Diamond Harbour Road, Calcutta more fully described in the First Schedule hereto Together with right to own possess use and enjoy the said Unit No. A-001 in Block " A" more fully specified in Part-II of the Second Schedule hereunder written AND TOGETHER WITH the right to use the Common Parts and Common Portions of the Housing Complex as specified in the Third Schedule hereto in common with the other Unit Owners and/or occupiers of the Housing Complex AND reversion to reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit/Flat AND all the estate right title interest property claim and demand whatsoever of the Vendor into our of or upon the said Unit and the properties benefits advantages and rights hereby granted sold conveyed and transferred or expressed or intended so to be and every part or parts thereof respectively TOGETHER WITH easements or quasi-easements and other stipulations and provisions as specified in the Fifth Schedule hereto EXCLUDING out of transfer and reserving unto the Transferor such easements mentioned in the Sixth Schedule hereto in connection with the beneficial use and enjoyment of the said Unit and all the rights and properties hereby transferred and conveyed is hereinafter referred to as the said Unit TO HAVE AND TO HOLD the said Unit and all rights hereby transferred and assigned and every part or parts thereof respectively absolutely and for ever and SUBJECT TO the terms, conditions, restrictions and obligations specified in the said Agreement and the right reserved thereunder AND ALSO SUBJECT TO the terms that all the property and rights hereby transferred are indefeasible, composite and cannot be served or claimed separately under any circumstances AND ALSO SUBJECT TO the Transferees paying and discharging taxes and impositions on the said Unit wholly and the Common Expenses as specified in the Fourth Schedule hereto proportionately;



Signature
District Sub-Registrar
Alipore, South 24 Parganas

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II. THE TRANSFEROR DOETH HEREBY COVENANT WITH THE TRANSFEREES as follows :

- i) THAT the interest which the Transferor doth hereby profess to transfer subsists and that the Transferor has the right, power and authority to grant transfer convey assign and assure unto the Transferees the said Unit and together with the above mentioned rights in the manner aforesaid.
- ii) THAT it shall be lawful for the Transferees from time to time and at all times hereafter to enter into and to hold and enjoy the said Unit together with undivided impartiable share of land and properties appertenant thereto and every part thereof and the Transferees shall be entitled to sell, transfer, convey, lease out, let out or deal with the proportionate rights in the land and properties thereto at a cost and amount the Transferees deem proper and to receive rents issues and profits thereof without any disturbance claim or demand whatsoever from or by the Transferor and the Confirming Party and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever save only those as are herein expressly contained.
- iii) THAT the Transferor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Transferees make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said Unit/Flat together with the rights hereby granted unto the Transferor in the manner aforesaid.
- iv) THAT the said Unit and all the rights hereby transferred are free from all encumbrances attachments, liens whatsoever made or suffered by the Transferor or its predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.
- v) AND THAT the Transferor shall unless prevented by the fire or other irresistible force from time to time and at all times hereafter upon every reasonable request and costs of the Transferees produce and cause to be produced to the Tranferee attorney or agents or before or in any Court, Tribunal, Board or Authority or firm by inspection or otherwise as occasion shall require the title deeds in connection with the said Unit and also shall at the like request and costs of the Transferees deliver to the Transferees such attested or other copies for extracts from the same or any of them as the Purchaser may require and will in the meantime unless, prevented as aforesaid keep the same safe unobliterated and uncanceled.



District Sub-Registrar-II
Alipore, South 24 Parganas

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III. PROVIDED IT IS AGREED by the Transferees that they shall duly fulfill and perform his/her obligations contained in the said Agreement.

IV. THE TRANSFEROR AND TRANSFEREES DO HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT as follows:

- a) That the Transferor has completed construction to the satisfaction of the Transferees of the said Unit/Flat wholly and the common parts proportionately and delivered possession to the Transferees as the full and absolute Owner thereof.
- b) The Transferees shall observe fulfill and perform the covenants herein written including those for the common purposes and shall regularly pay and discharge all taxes and impositions for the said Unit wholly and common expenses proportionately and all other outgoing in connection with the said Unit wholly and the said Building proportionately.
- c) The Transferees shall pay Sales Tax, if any becoming payable, on account of construction, as and when paid by the Transferor for acting on behalf of and as the Agent of the Transferees and all betterment fees, taxes or other levies charged, imposed by the Government or any other authority on Unit wholly and on the said Building proportionately.
- d) The Transferees shall pay all Corporation/Municipal Taxes and outgoing in respect of the said Unit from the date of vacant possession of the said Unit being made over.
- e) The Transferees has not deposited any amount with the Transferor on account of Sales Tax, maintenance and otherwise and agrees to make such deposit with the Company or Association specifically formed for this purpose.
- f) The Transferees shall not have any right over in respect of the roof of the Building in the Housing Complex and the same shall belong to the Transferor.
- g) The Transferor or the Company and/or the Association upon being incorporated and taking over charge and management of the said Building in the Housing Complex will be entitled to frame the details Rules, Regulations, Bye-Laws regarding use and enjoyment, the management and maintenance of the Unit, the Block and the Housing Complex and the same shall be binding on all Unit Holders.



ONE
District Sub-Registrar-II
Alipore, South 24 Parganas

18.12.07

- h) The Covenant stipulation and obligation required to be performed by the Transferees upon taking over possession of the said Unit shall be deemed to be covenants and obligations running with the land and the said Unit and shall always be binding on the Transferees and/or its successor/successors including the person/persons in possession, use and enjoyment of such Building.

THE FIRST SCHEDULE

(the said Premises)

ALL THAT the premises together with piece and parcel of land containing by measurement an area of 3 (three) Bighas 14 (fourteen) Cottahs and 41 (forty one) square feet be the same a little more or less situated at Mouza Sarkelat Parganas Magura J.L. No.14, R.S. No.178, P.S. Thakurpukur, Registration District Alipore, Sub-Registration District Behala, District South 24 Parganas, within the limits of Calcutta Municipal Corporation and having Municipal Holding No. 32 Diamond Harbour Road, Calcutta and also described as 23/B/1 D.H. Road now known as 32/36 Diamond Harbour Road, Calcutta, R.S. & C.S. Dag Nos. 187 (in part), 188 and 189 of C.S. and R.S.Khatian No.11 of Mouza Sarkelat Touzi No. 23, 26 and 31 together with all easements, benefits, advantages, privileges in any way attached or pertaining to the said premises and in respect whereof rent is payable to the Collector of 24 Parganas.

THE SECOND SHCEDULE

Part - I

ALL THAT the undivided impartiable Share in the land attributable to the Unit as described in Part- II of the Schedule comprised in the said premises described in the First Schedule above written.

Part - II

(the said Unit)

ALL THAT Unit/Flat No. A-001 on the Ground Floor Containing a total super built-up area of 700 Sq.ft. in the Building / Block "A" in Oxford View constructed at the said premises described in the First Schedule hereinabove written including the proportionate share of the Common Area of the Common Parts as specified in the Third Schedule and the said Unit has been delineated in the Plan annexed hereto and bordered in red verges.

THE THIRD SCHEDULE

(Common Parts and Portion)

1. Entrance and exit, internal roads, driveways.
2. All gardens and children playing area on the Land.
3. Common Security Room.
4. Boundary walls and main gates.
5. Drainage and sewerage lines and other installations.



Signature
District Sub-Registrar-II
Alipore, South 24 Parganas
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6. Low tension and/or the high tension electrical installations and its transformer room, electrical wiring, and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
7. Staircase and lobbies on all the floors.
8. Five Lifts well, lifts and lift installations, lift machine rooms, lifts lobby.
9. Entrance Lobby, and the office room to be used by the Association .
10. Central Master Antenna.
11. Swimming Pool (discontinued for safety reason).
12. Community Hall.
13. Indoor sports space and library room/space.
14. Tubewells and water supply.
15. Water Pumps, over head, water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any Unit) in and/or all the Buildings on the Land.
16. Intercom from ground floor.
17. Lightening Arrestor.
18. Common toilets for the servants.
19. Campus Lighting.
20. Fire Fighting Systems.
21. Generator and its installations, wiring and fittings for Common Purposes and 200-300 Watts for each flat depending on the size of the Unit.

THE FOURTH SCHEDULE

(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting, the Common Portions and the Common areas in the said Buildings including their outer walls.
2. The salary of all persons employed for the Common Purposes including security men, sweepers, plumbers, electricians, etc.
3. Insurance premium for insuring the Building if any.
4. All charges and deposits for supplies of common utilities to the Co-Owners in common.
5. Municipal tax, Multistoried Building tax, Water tax, and other levies in respect of the Land and the said Buildings save those separately assessed on the Owner.
- ★ 6. Cost of formation and operation of the Association.



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District Sub-Registrar
Aligarh South 24 Parganas

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7. Costs of running maintenance, repairs, and replacements of lifts, transformers, generators, pumps and other common installations including their license fees, taxes and other levies (if any).
8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. The Office expenses incurred for maintaining an office for common purposes.
11. All other expenses, taxes, rates and other levies etc. as are deemed by the Transferor to be necessary or incidental or liable to be paid by the Co-Owners in common including such amount as be fixed for creating a fund for replacement renovation, painting and/or periodic repairing for the Common Portions.

THE FIFTH SCHEDULE

(Easements)

- I. The Transferees shall be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the Transferor and/or any other person deriving title under them the rights, easements, quasi-easements, privileges and appurtenances hereinafter more fully set forth in the Sixth Schedule hereunder.
- II. The Transferees , Transferees servants, agents, employees and invitees shall have :
 - a. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said Unit with or without vehicles over and along the drive-way and pathways comprised within the said Building PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Transferees and/or Transferees servants, agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the free passage of other person properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.
- III. The Transferees shall have :



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District Sub-Registrar-II
Alipore, South 24 Parganas

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- a) The right of protection of the Tranferees Unit by or from all parts of the said Building so far as may be necessary, including right of support, both vertical as well as lateral;
- b) The right of passage in common as aforesaid of electricity telephone water and soil from and to the said Unit through pipes, drains, wires and conduits or being in under through or over the said Building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Unit for all lawful purposes whatsoever.
- c) The right with or without workmen and necessary materials to enter from time to time upon the other part of the said Building and for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior notice in writing of Tranferees intention so to enter into the Transferor and/or other person or persons apartment lawfully entitled to the same.

THE SIXTH SCHEDULE

The undermentioned rights, easements, quasi-easements privileges and appurtenances shall be excepted out of transfer and reserved unto the Transferor .

1. The right in common with the Transferor and/or such person or persons entitled to the other part or parts of the said Building as aforesaid for the Transferor's use of common parts/ portions including staircase, common water, electric, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out of the said other part or parts.
2. The right of passage in common with the Transferor and other person as aforesaid of electricity, water, telephone and soil from and to any part (other than the said Building) of the other part or parts of the said Building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said Unit as far as may be reasonably necessary (but without any damage to the said Building) for the beneficial use and occupation of the other portion or portions of the said Building for all purpose whatsoever.
3. The right with or without workmen and necessary materials to enter from time to time upon the said Unit but without causing any undue inconvenience to the occupier thereof for laying pipes, drains, wires and conduits as aforesaid and for the purpose of other repairs including inspection if necessary thereof PROVIDED ALWAYS that the Transferor and/or such other



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person or persons shall give to the Transferor a prior written notice of his/her intention for such entry as aforesaid.

4. The right to protection of other Portion or portions of the said Building by all parts/portions of the said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.
5. The right as might otherwise become vested in the Transferees by means of structural alterations to the said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.

THE SEVENTH SCHEDULE

No.	Book No.	Volume No.	Pages	Deed No.	Year
1.	I	377	47-59	4516	1986
2.	I	86	289-301	4509	1986
3.	I	86	302-314	4510	1986
4.	I	86	315-327	4511	1986
5.	I	94	485-502	4512	1986
6.	I	121	1-14	4513	1986
7.	I	121	15-27	4514	1986
8.	I	121	28-40	4515	1986
9.	I	115	45-67	4517	1986
10.	I	112	229-240	4508	1986

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

SIGNED SEALED AND DELIVERED by the
within named TRANSFEROR at Calcutta in
the presence of:

[Signature]

Jaydeep Kumar Khaitan
32/36, D.H. Road
Rokkata-8

2. Biswanath Ray
Judges Court Alipore
Kolkata 700027.

for NILANJAN ESTATES PVT. LTD.,

[Signature]
Authorized Signatory



Signature
District Sub-Registrar-II
Alipore, South 24 Parganas
1912-02

SIGNED SEALED AND DELIVERED by the
withinnamed TRANSFEREE S at Calcutta in
the presence of:

Mala Kanodia

1. Jaydeep Kumar Khaitan
32/36, D.H. Road
Rokata - 8

Biwanath Ray
Judges Court Alipore
Kolkata - 700 027.

SIGNED SEALED AND DELIVERED by the
withinnamed CONFIRMING PARTY at Calcutta
in the presence of:

1. Jaydeep Kumar Khaitan
32/36, D.H. Road
Rokata - 8

2. Biwanath Ray

GABAYAN IRON & STEEL CO. PVT. LTD.

Director

Draftsman & prepared in my office
Sushil Kumar Masani
Kolkata



Signature
District Sub-Registrar-II
Alipore, South 24 Parganas
18.12.02

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Transferees the withinmentioned sum of Rs. 2,10,000/-
(Rupees Two Lac Ten Thousand Only) being the consideration in full payable under these
payable by cash and cheque drawn in favour of the Transferor.

1. 
Jaydeep Kumar Khaitan
2. Biswanath Ray





DR
 District Sub-Registrar
 Alipore, South 24 Parganas
 19.12.02



Dr. Sub-Registrar
 District Sub-Registrar
 Alipore, South 24 Parganas

1
 Book No. - 46
 Volume No. - 76
 Pages 774-790
 Being No. 04571
 For the year 2004

DEED PLAN OF FLAT/UNIT NO A1 BLOCK A ON THE
GROUND FLOOR "OXFORD VIEW" PREMISES NO/HOLDING
NO 32/36 DIAMOND HARBOUR ROAD, KOLKATA. 700008
P. 6. THAKURPUR, DIST. 24 PARGANAS (SOUTH)
UNIT/FLAT AREA - 700 SQ. FT, SHOWN IN RED VERGES

TRANSFEROR: NILANCHAL ESTATES PRIVATE LIMITED

TRANSFeree: MRS MALA KANODIA

CONFIRMING PARTY: NARAYAN IRON & STEEL COMPANY
PRIVATE LIMITED

N
S

Mala Kanodia

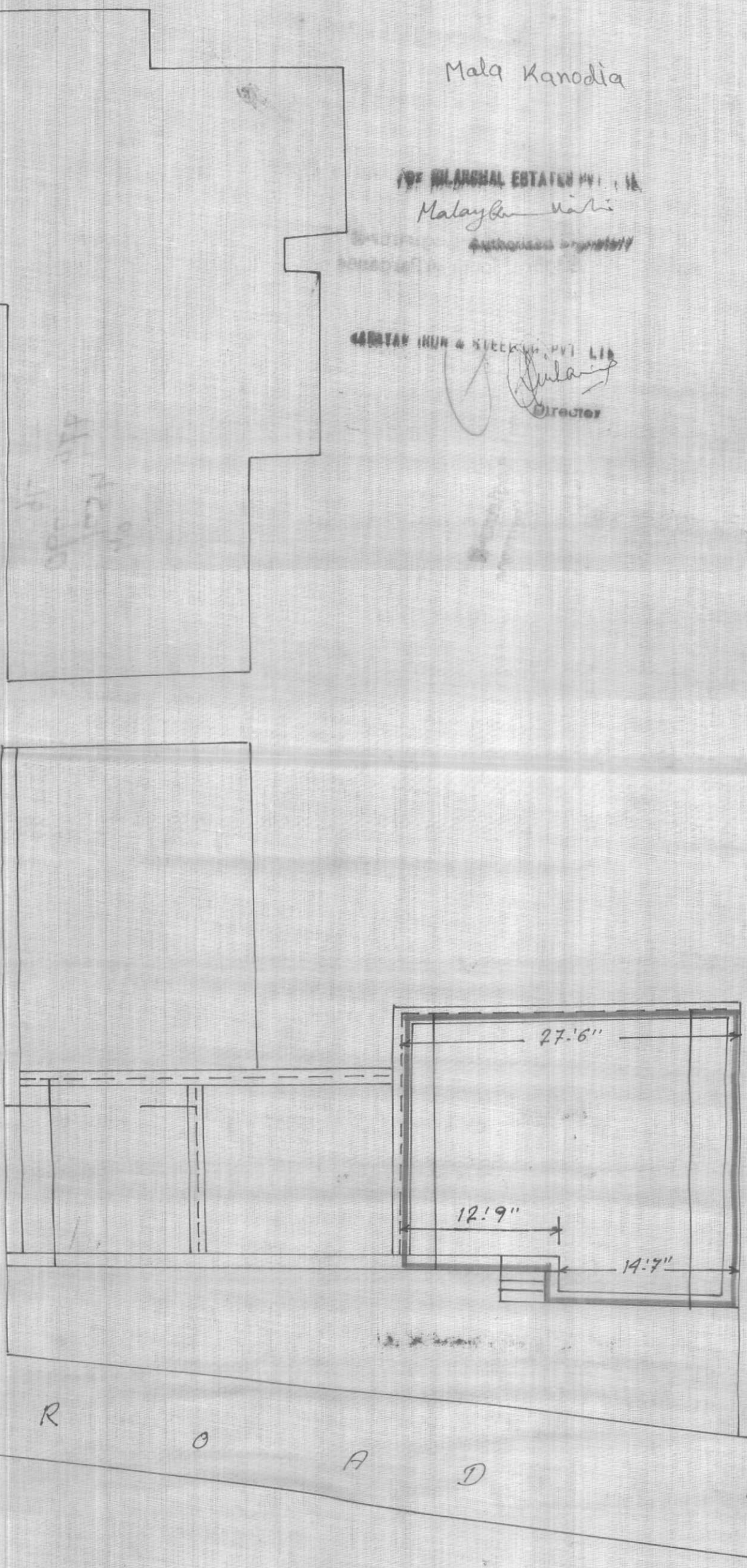
OF NILANCHAL ESTATES PVT. LTD.

Malay Kumar

Authorised Signatory

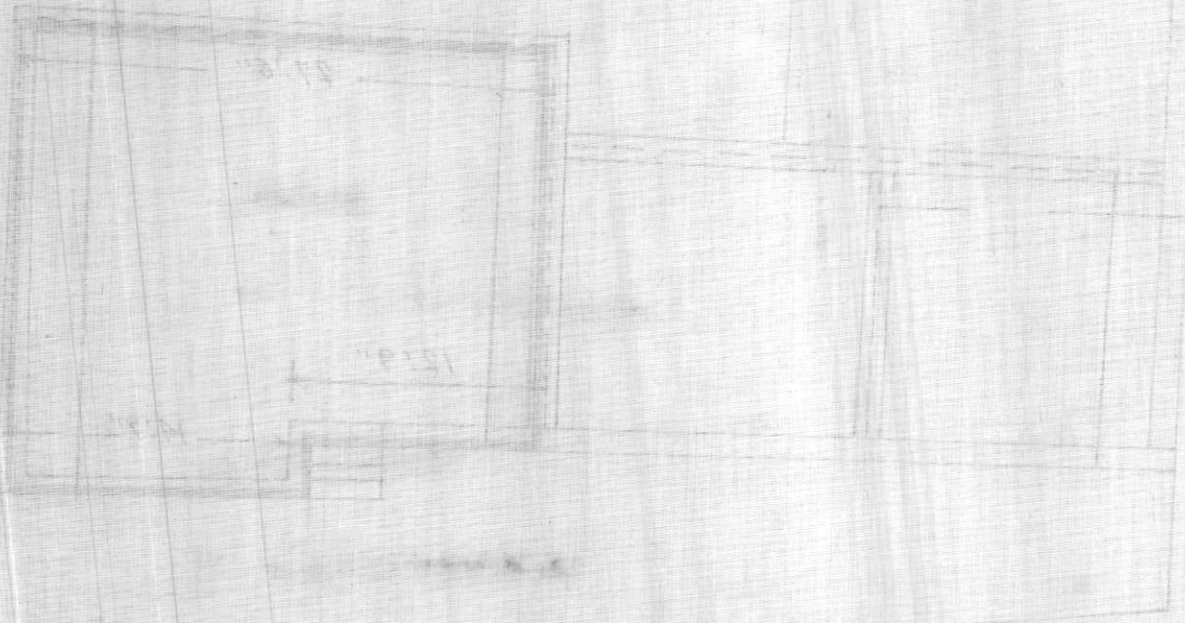
NARAYAN IRON & STEEL CO. PVT. LTD.

Director



Drawn by
C.S. Sankar

DEED PLAN OF PLAT/UNIT NO A1 BLOC 2 ADJ THE
 GROUND FLOOR "OXFORD VIEW" PREMISES NO/HOLDING
 NO 32/36 DIAMOND HARBOUR ROAD, COCKATH. 700008
 P. 6. THAKURPUR, 015T. 24 PARAGANAS (SOUTH)
 UNIT/PLAT AREA - 700.54 FT. SHOWN IN RED VERGES
 TRANSFEROR: NILANCHAL ESTATES PRIVATE LIMITED
 TRANSFEREE: MRS MAHA KANDOLA
 N
 CONFIRMING PARTY: NARAYAN IRON & STEEL COMPANY



BARUN KUMAR DUTTA
ADVOCATE



: 2465-3948 (O)
2479-4613 (R) ,
98304-73114 (M)

Naka kach

3

CHAMBER:

16A, NEPAL BHATTACHARJEE STREET
KOLKATA-700026

RESIDENCE:

17A, JOYNUDDIN MISTRY LANE
(1ST FLOOR), KOLKATA-700027.

REF NO:

DATE: 4/9/09

TO
THE ASSISTANT GENERAL MANAGER,
STATE BANK OF INDIA
N.S.ROAD COMMERCIAL BRANCH
KOLKATA

A/C: M/S ELIZE INTERNATIONAL LIMITED

Dear Sir,

In connection with the above, I am herewith submitting the title search report as per your proforma for your taking necessary action on the matter.

Thanking you,

Barun Dutta

Yours faithfully,

Empanelled Advocate of
State Bank of India.



Perused & found in order
AC/Alk



(To be completed by the panel advocate)

1.Name of the Branch/ BU seeking opinion.

STATE BANK OF INDIA
N.S.ROAD COMMERCIAL BRANCH
KOLKATA2.Reference No. and date of the letter
under the cover of which the documents
tendered for scrutiny are forward.

HAND DELIVERY FROM THE BANK

3.Name of the Unit/Concern/Company/Person
offering the property (ies) as security.M/S ELIZE INTERNATIONAL LIMITED
HAVING ITS REGISTERED OFFICE AT
9/12,LALBAZAR STREET, BLOCK-E,3RD FLOOR,
KOLKATA-7000014. Constitution of the Unit/Concern/Person
/body/authority offering the property
(ies) as security.MRS MALA KANODIA
WIFE OF SRI RAJESH KUMAR KANODIA
RESIDING AT 862,JESSORE ROAD,1ST FLOOR,
BLOCK 'J', CALCUTTA-700055.5.State as to under what capacity is
security offered (Whether as joint
applicant or borrower or as guarantor,
etc).

GUARANTOR

6(a)Particulars of the documents
scrutinized-serially and
chronologically.

1.Original Deed Vide Book No. I,Volume No.76,Pages 774 to 790,Being No.04571 for the year 2004,which was registered at D.S.R.O.Alipore,South 24 Parganas in the name of Mrs. Mala Kanodia.

(b)Nature of documents verified and as
to whether they are originals or
certified copies or registration,
extracts duly certified.
Note: Only originals or certified
extracts from the registering /land/
revenue/other authorities be examined.

Verified the Original deed.

7. Complete or full description of the
immovable property(ies) offered as
security for creation of mortgage
whether equitable/registered mortgage.

All that Unit/Flat No.A-001 on the Ground floor containing a total super built up area of 700 Sq.ft in the Building /Block "A" in Oxford View constructed at the Calcutta Municipal Corporation and having Municipal Holding No.32 Diamond Harbour Road,Calcutta and also described as 23/B/1, D.H.Road now known as 32/36,Diamond Harbour Road,Calcutta,R.S. & C.S. Nos.187(in part),188 and 189 of C.S.and R.S.Khatian No.11 of Mouza- Sarkelat Touzi Nos.23,26 and 31 together with all easements,benefits,advantages,privileges in any way attached or pertaining to the said premises.

i) Survey No.

ii) Door No. (in case of house property)

The Calcutta Municipal Corporation and having Municipal Holding No.32 Diamond Harbour Road,Calcutta and also described as 23/B/1, D.H.Road now known as 32/36,Diamond Harbour Road,Calcutta



iii) Extent/area including plinth/built up area in case of house property/House

Unit/Flat No.A-001 on the Ground floor containing a total super built up area of 700 Sq.ft in the Building /Block "A" in Oxford View constructed

iv) Locations like name of the place, village, city, registration, sub district etc.

All that Unit/Flat No.A-001 on the Ground floor containing a total super built up area of 700 Sq.ft in the Building /Block "A" in Oxford View constructed at the Calcutta Municipal Corporation and having Municipal Holding No.32 Diamond Harbour Road, Calcutta and also described as 23/B/1, D.H.Road now known as 32/36, Diamond Harbour Road, Calcutta, R.S. & C.S. Nos.187(in part), 188 and 189 of C.S. and R.S. Khatian No.11 of Mouza- Sarkelat Touzi Nos.23,26 and 31 together with all easements, benefits, advantages, privileges in any way attached or pertaining to the said premises.

v) Boundaries

Not mentioned in the Deed.

8. Flow of titles tracing out the title, of the intended mortgage and his/its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title.

Separate Sheet Annexed

(Separate Sheets may be used).

9. Nature of Title of the intended

Mortgage over the Property

(Whether full ownership rights,

Leasehold Rights, occupancy/

Possessory Rights or Holder

or Govt. Guarantee/Allottee etc.)

Ownership Title.

10 (a) Encumbrances, Attachments, and/or claims whether of Government, Central

or State or other local authorities

or Third party claims, Liens etc.

and details thereof. If yea,

give the details thereof.

Not Applicable.



(b) The period covered under the encumbrances Certificate and the name of the person in whose favour the encumbrance is created and the name of the person in Whose favour the encumbrances is created and if so, satisfaction of charge, if any.

Period Verified: 1979 to 2009
No encumbrances is observed.

11. Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?

Upto date property tax paid receipt to be deposited to the Bank.

12. Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question

Upto date property tax paid receipt to be deposited to the Bank.

13. Any bar/ restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.

No such restriction for creation of mortgage.

14. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.

Not Applicable

15. The specific persons who are required to create mortgage/to deposit documents M/S creating mortgage.

MRS MALA KANODIA
WIFE OF SRI RAJESH KUMAR KANODIA
RESIDING AT 862, JESSORE ROAD, 1ST FLOOR,
BLOCK 'J', CALCUTTA-700055.

Date :-

Place :-



Barun Dutta

Signature of the Advocate

Empanelled

State Bank of India

Checklist for the Guidance of the Advocates
Verifying the title to the property(ies) offered

1. Nature of Title

(Ownership/Leasehold/Occupancy/Govt Grant/
Allotments etc.

Ownership

2. If Leasehold, Whether:

- a) Lease Deed is duly stamped and registered
- b) Lessee is permitted to mortgage the
Leasehold right.
- c) Duration of the Lease/Unexpired period of
lease.
- d) If, a sub-lease, check the lease deed in
favour of Lessee as to whether Lease deed
permits sub leasing and mortgage by
Sub-Lessee also.

N.A.

N.A.

N.A.

N.A.

3. If Govt grant/allotment/Lease-cum/
Sale Agreement, whether:

N.A.

- a) grant/agreement etc. provides for
alienable rights to the mortgagor with
or without conditions
- b) The mortgagor is competent to create
charge on such property.

4. If occupancy right, whether:

(a) Such right is heritable and
transferable

N.A.

b) Mortgage can be created

N.A.

5. a) Urban land ceiling clearance, whether
required and if so, details thereon

b) Whether No objection Certificate under
the Income Tax Act is required/obtained.

N.A.



6. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible-the modalities/procedure to be followed and the reasons for coming to such conclusion

N.A

7. If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon.

NA

8. In the case of conversion of Agricultural land for commercial purpose or otherwise, whether requisite procedure followed/ permission obtained.

N.A.

9. Whether the property is affected by any local laws (viz. Agricultral Laws, weaker Sections, minorities, Land Laws etc

N.A

10a In case of partition/settlement deeds, whether the original deed is available for deposit.

N.A

If not the modality/procedure to be create a valid and enforceable mortgage.

b Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.

N.A

c Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon

N.A

11a In case of partnership firm, whether the property belongs to the firm and the deed is property registered.

N.A

b Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.

N.A



12a Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorisation to create mortgage /execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association/Provision for common seal etc.

N.A

b In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye- laws.

N.A

13. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is property executed/stamped/authenticated in terms of the law of the place, where it is executed.

N.A



Elag International



14. If the property is a flat/ apartment

or residential/commercial complex, check

- a Promoter's/Land owner's title to the land/
building
- b Development Agreement/power of Attorney
- c Extent of authority of the Developer/builder
- d Independent title verification of the Land
and /or building in question.
- e Agreement for sale (duty registered)
- f Payment of proper stamp duty
- g Conveyance in favour of Society/condominium
concerned
- h Occupancy Certificate/allotment letter/
letter of possession
- i Membership details in the Society etc.
- j Share Certificates
- k No objection letter from the society
- l All legal requirements under the local/
Municipal laws, regarding ownership of
flats/Apartments/Building Regulations,
Development Control Regulation,
Cooperative Societies Laws etc.

Flat

Yes

N.A

N.A

N.A

N.A

Yes

N.A

N.A

N.A

N.A

N.A

N.A

15. Where the property is a joint family

property, mortgage is created for family

benefit/legal necessity, whether the

Major Coparceners have no objection/join

in execution, minor's share if any,

rights of female members etc.

N.A

16. Pending Litigations/Court attachments

/injunction/stay orders/acquisition by

the Govt/local authorities etc that

could be ascertained

It shows after searching from the concern local authority
that the Property is not affected by any acquisition by the
Government.



17. Any other details required for the purpose.

Documents to be deposited by the Borrower with the Bank to create equitable mortgage.

1. Original Deed Vide Book No. I, Volume No. 76, Pages 774 to 790, Being No. 04571 for the year 2004, which was registered at D.S.R.O. Alipore, South 24 Parganas in the name of Mrs. Mala Kanodia.
2. Copy of Trade License in the name of M/S Elize International Limited
3. Copy of Memorandum and Articles of Association of Elize International Limited.
4. Copy of upto date Property tax paid receipt.

Date:- 1/9/09

Place:- Kolkata



Barun Datta
Signature of the Advocate
Panellled Advocate of
State Bank of India

ANNEXURE-DCERTIFICATE OF TITLE:

I have examined the **Original Deed** intended to be deposited relating to the schedule property (ies) and offered as security by way of equitable mortgage and that the documents of title referred to in the opinion are valid evidence of Right, title and interest and that if the said equitable mortgage is created, it will satisfy the requirements of creation of equitable Mortgage and I further certify that:-

Documents to be deposited by the Borrower with the Bank to create equitable mortgage.

1. Original Deed Vide Book No. I, Volume No. 76, Pages 774 to 790, Being No. 04571 for the year 2004, which was registered at D.S.R.O. Alipore, South 24 Parganas in the name of Mrs. Mala Kanodia.
2. Copy of Trade License in the name of M/S Elize International Limited
3. Copy of Memorandum and Articles of Association of Elize International Limited.
4. Copy of upto date Property tax paid receipt.

(* Please specify the Kind of Mortgage)

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factor.

Yes, I have examined the Original Deed.

1A. I confirm having made a search in the Land / Revenue records / Concerned Registry office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

1B. Following scrutiny of land Records / Revenue Records / Concerned Registry office and relative of Deed, I hereby certify the genuineness on the basis of the Deed. Suspicious / Doubt, if any, has been clarified by making necessary enquiries.

2A. There are no prior mortgage / charges / encumbrances whatsoever, as could be seen from the encumbrances certificate for the period from 1979 to 2009 pertaining to the immoveable property covered by the above said copies of Deed. The property is free from all encumbrances.

2B. In case of this second / subsequent charge in favour of the Bank, there are no other mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.

Not Applicable



3. Minor(s) and his /their interest in the property(ies) is to the extent of (specify the share of the Minor with Name).(Strike out if not applicable).

Not Applicable

4.The Mortgage if created, will be available to the Bank for the liability of the intending Borrower

M/S Elize International Limited

5. I certify that Mrs. Mala Kanodia has an absolute clear and marketable title over the schedule property.

I further Certify that the above Deed is genuine and a valid equitable mortgage can be created and the said mortgage would be enforceable.

In case of creation of mortgage by deposit of the Deed, I certify that the deposit of following documents would create a valid and enforceable mortgage.

Documents to be deposited by the Borrower with the Bank to create equitable mortgage.

1. Original Deed Vide Book No. I, Volume No. 76, Pages 774 to 790, Being No. 04571 for the year 2004, which was registered at D.S.R.O. Alipore, South 24 Parganas in the name of Mrs. Mala Kanodia.
2. Copy of Trade License in the name of M/S Elize International Limited
3. Copy of Memorandum and Articles of Association of Elize International Limited.
4. Copy of upto date Property tax paid receipt.

There are no legal impediments for creation of the Mortgage under any applicable law/rules in force.

SCHEDULE OF THE PROPERTY/IE

All that Unit/Flat No. A-001 on the Ground floor containing a total super built up area of 700 Sq.ft in the Building /Block "A" in Oxford View constructed at the Calcutta Municipal Corporation and having Municipal Holding No. 32 Diamond Harbour Road, Calcutta and also described as 23/B/1, D.H. Road now known as 32/36, Diamond Harbour Road, Calcutta, R.S. & C.S. Nos. 187 (in part), 188 and 189 of C.S. and R.S. Khatian No. 11 of Mouza- Sarkelat Touzi Nos. 23, 26 and 31 together with all easements, benefits, advantages, privileges in any way attached or pertaining to the said premises.



Barun Dutta
Signature of the Advocate
State Bank of India

FLOW OF TITLE

Ref:- Original Deed Vide Book No. I, Volume No. 76, Pages 774 to 790, Being No. 04571 for the year 2004, which was registered at D.S.R.O. Alipore, South 24 Parganas in the name of Mrs. Mala Kanodia.

A. Name of the Transferor

Nilanchal Estates Private Limited

Having its registered office at 14/3 Chattawalla Galli, Calcutta-700012, represented its authorised signatory Malay Kumar Moitra son of Sri. Debendra Nath Moitra, residing at Ramkrishna Pally, P.S. Sonarpur, District-South 24 Parganas.

B. Name of the Transferees

MRS MALA KANODIA
WIFE OF SRI RAJESH KUMAR KANODIA
RESIDING AT 862, JESSORE ROAD, 1ST FLOOR,
BLOCK 'J', CALCUTTA-700055.

C. Name of the Confirming Party

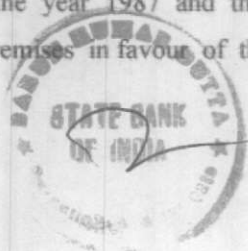
Narayan Iron & Steel Company Private Limited

Having its registered office at 9, Old Post Office Street, Calcutta-700001, represented by its Director Sri. Arvind Kumar Meharia son of late Hanuman Das Meharia.

Whereas by 10 separate conveyances all dated the 18th March, 1986 and registered with the Registrar of Assurances, Calcutta details whereof are mentioned in the Seventh Schedule hereto one (Smt) Rakhal Rani Chowdhury sold transferred and conveyed all that premises Nkibuy 32/36 Diamond Harbour Road, Calcutta more fully described in the First Schedule hereto and hereafter called the said premises unto and in favour of 1. A.K. Mullick 2. B.N. Malakar 3. B.L. Chowdhury 4. C.R. Kali 5. G.C. Banerjee 6. S. Saha 7. D. Biswas 8. S.C. Mitra 9. A.C. Halder and 10. P. Chatterjee all hereinafter called the owners subject to the claim of United Commercial Bank of certain dues from the Confirming Party and also subject the tenancy of the Confirming Party for the consideration and on the terms and conditions mentioned therein.

And whereas the owners formed a partnership and/or joint stock company and the same was registered under the provisions of Part -IX of the Companies Act 1956, as Nilanchal Estates Private Limited the Transferor herein vide Registration No. 41364 dated 7.10.1986 by the Registrar of Companies West Bengal and by virtue of section 575 of the Companies Act 1956 the said premises vested in the Transferor as the sole and absolute owner thereof.

And Whereas the said United Commercial Bank duly released the said Premises in View of full satisfaction of its claim from the confirming party and the said release was recorded by a declaration dated the 4th April, 1987 executed by the said UCO Bank in favour of the Confirming Party and registered at the office of the District Sub Registrar of Alipore and entered in Book No. 1 as Deed No. 2369 for the year 1987 and the Confirming Party also surrendered released and transferred all its rights over and in respect of the said premises in favour of the Transferor.



And Whereas the Transferor framed a scheme for construction of a Housing Complex to be known as OXFORD VIEW by construction of buildings comprised of five blocks, and the Units therein on the said premises and transfer of the undivided proportionate share in the land comprised in the said premises to the intending purchasers desirous of acquiring units in the said Housing Complex and construction of the Housing Complex and the units for such intending purchasers.

And Whereas a plan for construction of the said Housing Complex was duly sanctioned by the Calcutta Municipal Corporation South Suburban Unit Behala on 2.10.86.

And Whereas the owners by a Deed of Release dated 21st August, 1990 and registered with the District Registration Office, Alipore in Book No. I, being Deed No. 12414 of 1991 also recorded the release, relinquishment and transfer of all right, title interest claim or demand in or upon the said premises, absolutely and forever of the Transferor.

And Whereas the Transferee desirous to own and acquire Unit No. A-001 more fully described in Part II of the Second Schedule hereto on the ground floor in the Building/Block "A" and the proportionate share of the common parts and common portions of the building as specified in the Third schedule and having a super built up area of 700 Sq.ft and agreed to acquire the undivided interest in the land and appointed the Transferor to construct the said unit on terms and conditions mentioned in the Agreement dated 18.12.2001 entered into between the Transferor and the Transferees and hereinafter called the said agreement.

And Whereas the Transferee has paid to the Transferor all amounts payable under the said Agreement on account of the transfer of the undivided proportionate share in the land comprised in the said Premises and has fully paid the cost of construction of the said Unit and the proportionate share of the common parts and the Transferor has constructed the said Unit and the Housing Complex and the Common Parts and Common portions comprised therein.

And Whereas the Transferor has entered into several agreements with the several persons and agreed to transfer the undivided interest in the land comprised in the premises and agreed to construct the Units agreed to be acquired by the respective Transferees alongwith the common parts and common portions comprised in the said Housing Complex and has so far transferred the proportionate undivided interest in the land comprised in the said premises in favour of the various persons and constructed their respective units/flats and their respective proportionate share of the common parts and common portions.

And Whereas no conveyance has yet been executed and registered in favour of the Transferees herein.

And Whereas in pursuance of the said Agreement the Transferor is completing the transfer of the undivided share in the land in favour of the Transferees by the presents.



Sarun Dutta
 Sarun Kumar Dutta
 Advocate
 State Bank of India

THE KOLKATA MUNICIPAL CORPORATION

SOUTH SUBURBAN UNIT
1, DIAMOND HARBOUR ROAD
KOLKATA-700 038

No. AC / SS4 / 1

Dated 01/7/05

To

Mrs. Mala Kanodia

862, Tenon Road,

1st floor, Block 'G',

Kolkata - 700055



Re: Premises No 32 (Appd), D. H. Road,

Ward No 123

Sir/Madam

With reference to your letter No.

Dated I am to inform you that your name has been recorded as owner / ~~person liable~~ / hut owner in respect of the above premises w.e.f. 1/02-03 on separation / Appr. Share / new assessment / mutation / unassessed as per documents submitted by you.

Rate bill will be issued in due course after hearing of proposed valuation.

Details of premises:

VI - D/H

Shop (Unit No. A-001)

A.V. 7560/- (N.R.)
(S.C.)

Yours faithfully,

(Signature)
Dy. Assessor- Collector
K.M.C. (S.S Unit)

1/8 (U. U.)
Working as D.A.C. (S. S. U.)

01P-37
P-94

(Signature)
01-7-05
A/S



THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT COLLECTION DEPARTMENT, S. S. UNIT
COLLECTION RECEIPT

NO. A 0028504

SRI GANESH CH BANERJEE SACHIDANANDA SAHA
BROJENDRA N MALAKARSRI BIRENDRA LAL CHAUDHARI
ANIL KR MALICK ANIMESH C HALDERSRI SAMARESH CH
MOITRA PRANAB KR CHATTERJEE DEBASIS BISWASSRI
CHITTARANJAN KALI

Receipt No SSU0000024112

ASSESSEE NO: 411230600320

DATE: 01-Jul-2005

TIME: 12:10:14

COUNTER: OPS&BKAR

32, DIAMOND HARBOUR ROAD

DEMAND	DUE	Payment made in Suspense	CLEARED
AMOUNT (PRINCIPAL)	34,989.00		0.00
REBATE	0.00		0.00
EREST	55,701.45		0.00
PENALTY	3,391.52		0.00
NOTICE FEE	0.00		0.00
DW FEE	0.00		0.00
TOTAL	94,081.97		16,000.00

(CALCULATED UPTO THE LAST DATE OF PRECEEDING MONTH)

AMOUNT PAID : Rs. 16,000.00

AMOUNT PAID IN WORDS : Rs sixteen thousand and paise zero only

SUSPENSE AMOUNT ADJUSTED
Budget Code 2410/110

Rs.

0.00

Against Receipt No.
DATED

16,000.00

SUSPENSE AMOUNT LYING FOR FUTURE ADJUSTMENT Rs.
Budget Code : 9510/941

LAST DEMAND CLEARED

P.D. BILL]

NA

FRESH]

NA

SUPPLEMENTARY]

NA

SURCHARGE]

NA

RECEIVED BY]



For ASSESSOR - COLLECTOR (S. S. UNIT)

* SUBJECT TO VERIFICATION
THE ASSESSEE WILL BE LIABLE TO PAY THE UNPAID DUES IF ANY DETECTED SUBSEQUENTLY

The Asst. General Manager,
State Bank of India,
N. S. Road, Commercial Branch,
Kolkata 700032

Dear Sir,

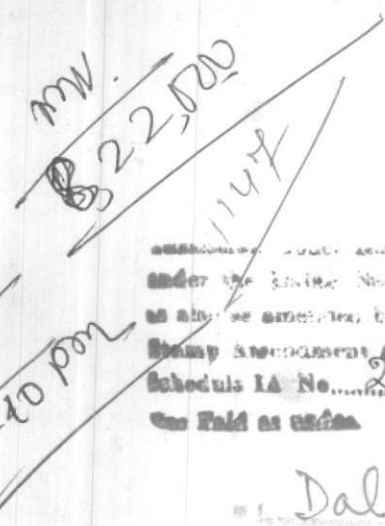
Elize International Ltd.

As advised, I am submitting the reverification reports on the 3 properties mortgaged as security for securing the credit facilities granted to the Company. The search receipts and certified copies etc have already been handed over to you earlier.

Yours faithfully,


SAIBAL GUHA ROY 14/9/13

2 4540



15874
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510 P. 02
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Kuldeep Khaitan
 (KULDEEP KHAITAN)

Kuldeep Khaitan, Oae
 of lat
 3/6/02
 1/6/02

Registrar of Assurances
 Calcutta

APURNAJAY PLASTICS PVT. LTD

Kuldeep Khaitan
 Director

Kuldeep Khaitan, Oae
 of lat
 3/6/02
 1/6/02

FOR LAKSHMI ENCLAVE PRIVATE LTD,

Kuldeep Khaitan
 Director

(KISHAN KUMAR SARKAR)

FOR SHREE HANUMAN CONSTRUCTIONS PVT. LTD,

Kuldeep Khaitan
 Director

Kuldeep Khaitan, Oae
 of lat
 3/6/02
 1/6/02

FOR GEMINI GREENFIELDS PRIVATE LTD

Kuldeep Khaitan
 Director

Kuldeep Khaitan

Subin Ghosh
 610 - Late J.B. Ghosh
 681, New Alipore
 Block - 10, Kolkata - 53
 Paschim.

Kuldeep Khaitan, Oae
 of lat
 3/6/02
 1/6/02

Registrar of Assurances
 Calcutta

3/6/02

1/6/02

expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include the successors or successors in the office of the Vendor Nos.1, 2 and 3 hereinabovenamed and the heirs executors administrators and legal representatives of the Vendor No.4 hereinabovenamed) of the **ONE PART AND APURNAJAY PLASTICS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at No.30 S. N. Roy Road, Calcutta 700038 hereinafter called "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors in the office and/or assigns) of the **OTHER PART**:

WHEREAS under and by virtue of four several Indentures of Conveyances all registered at the office of the Registrar of Assurances, Calcutta on 5th February 1996 in Book I, Being Nos.1532, 1533, 1534 and 1535 for the year 1996 bearing Serial Nos.1398, 1399, 1400 and 1401 respectively, the Vendors purchased and became fully seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by admeasurement an area of 4 (Four) Cottahs 4 (Four) Chittacks more or less situate lying at and being municipal premises No.15 S. N. Roy Road (Postal Address and Holding Number being 30 S.N. Roy Road), Calcutta 700038 comprised in Dag No.1940 (old No.517), recorded in Khatian No.201 in Mouza Sahapur, J.L. No.8, Touzi Nos.93 and 101, Police Station Behala, in the District of South 24-Parganas and thereafter jointly constructed a Multistoried Building thereon having a ground floor and four upper floors in accordance with the plan duly sanctioned by the Calcutta Municipal Corporation bearing Building Sanction No.137 (B/13) dated 17th June 1995 with the intention of sale of flats therein.

AND WHEREAS the Vendors are now jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the entire building constructed at the said premises No.15 S.N. Roy Road, Calcutta 700038, and the said premises No.15 S.N. Roy Road, Calcutta 700038 with the said five storied building thereat is morefully and particularly mentioned and described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as "the **SAID PREMISES**".

AND WHEREAS the Purchasers herein approached the Vendors for purchase of **ALL THAT** the flat No.4B on the Fourth Floor of the said building at the said premises containing an area of 822 Square Feet (approximately) fully described in the **SCHEDULE "B"** hereunder written (and hereinafter referred to as "the **SAID FLAT**"), and the Vendors agreed to sell and transfer the same to the Purchaser at or for the price of Rs.5,34,300/- (Rupees five lacs thirty-four thousand three hundred) only free from all encumbrances and liabilities whatsoever.

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.5,34,300/- (Rupees five lacs thirty-four

100/

100/



REG. Registrar of Assurances
Gdansk

thousand three hundred) only by the Purchaser to the Vendors paid at or before the execution hereof (the receipt of payment of the said sum the Vendors do and each of them doth hereby as well as by the receipt and memo hereunder written admit and acknowledge and of from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the Purchaser) the Vendors do hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser free from all encumbrances and liabilities whatsoever **ALL THAT** the Flat No.4B containing an area of 822 Square Feet more or less on the Eastern side on the Fourth Floor of building at the said premises No.15 S.N. Roy Road, Police Station Behala, Calcutta 700038 morefully and particularly mentioned and described in the **SCHEDULE "B"** hereunder written and delineated in the Map or Plan annexed hereto, being **Annexure "B"**, duly bordered thereon in **"RED"** (and hereinafter referred to as **"the SAID FLAT"**) **TOGETHER WITH** proportionate undivided share in the land comprised in the said premises No.15 S.N. Roy Road, Police Station Behala, Calcutta 700038 described in the **SCHEDULE "A"** hereunder written attributable to the said Flat (such proportionate share being the proportion in which the area of the said Flat may bear to the area of all the Flats in the building) **TOGETHER AND WITH** like proportionate undivided share in the common areas, installations and facilities in the said building and the said premises meant or expressed or intended for common use and enjoyment of the occupants of the building including the open areas in the compound of the premises, paths passages and driveways in the premises, staircase lobby and landings with staircover on the ultimate roof, electrical wiring installations fittings and fixtures with main switch and meter and space therefor, fire fighting equipments, water pump with motor, deep tube well, septic tank, overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different flats and from the underground water reservoir to the over-head water tank, water waste and sewage evacuation pipes from the flats to drains and sewers common to the building, drains and sewers from the building to the municipal drain, roof of the building, main entrance to the premises, boundary wall to the premises **TOGETHER AND ALSO WITH** the right to use and enjoy the common areas, installations and facilities in common with the owners and occupiers of other flats in the said building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Flat **AND All** the estate right title interest property claim and demand whatsoever of the Vendors and each of them into or upon the said Flat **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat **AND** all the estate rights title interest claim and demand whatsoever of the Vendors and each of them into out of or upon the said Flat **TO HAVE AND TO HOLD** the said Flat and every part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever **AND** the Vendors do and each of them doth

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Add. Registrar of Assurances,
Calcutta

hereby covenant with the Purchaser that notwithstanding any act, deed or thing done by the Vendors or any of them, the Vendors are lawfully and absolutely entitled to the properties hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof **And That** notwithstanding any act, deed or thing whatsoever as aforesaid the Vendors have good right full and absolute power and authority to grant, sell convey transfer assign assure and confirm the said properties hereby granted sold conveyed transferred assigned assured and confirmed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents **And That** the Purchaser shall and may at all times hereafter peaceably and quietly hold use possess and enjoy the properties hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof and receive the rent, profits and issues thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming through under or in trust for the Vendors or any of them **And** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances claims demands leases tenancies occupancy rights restrictions restrictive covenants prohibitions liens lispendens attachments uses debutters trusts acquisitions requisitions alignments and liabilities whatsoever or howsoever **And Further** the Vendors and each of them and all persons having or lawfully or equitably claiming any estate or interest in the properties hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof through under or in trust for the Vendors or any of them or their predecessors-in-title shall and will at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further acts, deeds and things whatsoever for further better and more perfectly assuring the properties hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser **And Also** the Vendors and each of them unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to its attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled **And** the Vendors do and each of them doth hereby declare and assure the Purchaser that in case at any time hereafter any liability on account of municipal or any other rates and taxes in

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Add. Registrar of Assurances-1
Calcutta

respect of the said Flat be found due for the period upto the date hereof, the Vendors shall pay the same within 7 days of a demand being made by the Purchaser.

THE SCHEDULE "A" ABOVE REFERRED TO:
(said Premises)

ALL THAT the four storied brick built building messuages tenements hereditaments dwelling house and premises together with the piece or parcel of land or ground thereunto belonging whereon or on part whereof the same is erected and built containing by admeasurement an area of 4 (Four) Cottahs 4 (Four) Chittacks be the same a little more or less situate lying at and being municipal premises No.15 S. N. Roy Road (Postal Address and Holding Number being 30 S.N. Roy Road), Calcutta 700038 comprised in Dag No.1940 (old No.517), recorded in Khatian No.201 in Mouza Sahapur, J.L. No.8, Touzi Nos.93 and 101, Police Station Behala, in the District of South 24-Parganas within Ward No.118 of the Calcutta Municipal Corporation (South Suburban Unit) and delineated in the Map or Plan annexed hereto, being **Annexure "A"**, duly bordered thereon in "**BLUE**" and butted and bounded in the manner following:

ON THE NORTH : By municipal road, being S.N. Roy Road;
ON THE EAST : Premises No.32 S.N. Roy Road;
ON THE SOUTH : By Vacant Land;
ON THE WEST : By the land and factory belonging now or lately to C.K.Sen.

THE SCHEDULE "B" ABOVE REFERRED TO:
(said Flat)

ALL THAT the Flat No.4B containing an area of 822 Square Feet more or less on the Eastern side on the Fourth Floor of building at the said premises No.15 S.N. Roy Road, Calcutta described in the **Schedule "A"** hereinabove written **Together With** proportionate undivided share in the land comprised in the said premises No.15 S.N. Roy Road, Calcutta described in the **Schedule "A"** hereinabove written attributable to the said Flat **Together And With** like proportionate undivided share in the common areas, installations and facilities in the said building and the said premises. The said Flat is delineated in the Map or Plan annexed hereto, being **Annexure "B"**, duly bordered thereon in "**RED**" and butted and bounded as follows:

ON THE NORTH : By the front open space of the said premises and beyond that by municipal road, being S.N. Roy Road;
ON THE EAST : By the east side open space of the said premises and beyond that by premises No.32 S.N. Roy Road;
ON THE SOUTH : By the back open space of the said premises and beyond that by Vacant Land;
ON THE WEST : Partly by the staircase of the building and partly by Flat No.4A.

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Adl. Registrar of Assurances,
Calcutta

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed **VENDORS** at **Calcutta** in the presence of:

Subir Ghosh
(SUBIR GHOSH)
S/o - Late J.B. Ghosh
681, New Alipore
Kolkata - 70, Kolkata - 53.

Satish Singh.

7 - Indian mirror St
Kolkata - 13

For GEMINI GREENFIELDS PRIVATE LTD.

Kishan Kumar

Director

(KISHAN KUMAR SARAF)

For SHREE HANUMAN CONSTRUCTIONS PVT. LTD.

Kishan Kumar

Director

For LAKSHMI ENCLAVE PRIVATE LTD.

Kishan Kumar

Director

Kishan Kumar

SIGNED SEALED AND DELIVERED by the withinnamed **PURCHASER** at **Calcutta** in the presence of:

Subir Ghosh
Satish Singh.

7 - Indian mirror St
Cal-13

APURNAKAY PLASTICS PVT. LTD.

Kuldeep Khaitan

Director



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REGISTRAR OF ASSURANCES
GOVERNMENT OF INDIA

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.5,34,300/- (Rupees five lacs thirty-four thousand three hundred) only being the consideration money in full payable under these presents as per memo below:

MEMO OF CONSIDERATION

- | | |
|--|------------------------|
| 1. By Cheque No.804793 dated 3 rd July 1999 on Allahabad Bank, Main Branch, Calcutta for ... | Rs. 1,33,575.00 |
| 2. By Cheque No.804788 dated 31 st August 1999 on Allahabad Bank, Main Branch, Calcutta for ... | Rs. 1,33,575.00 |
| 3. By Cheque No.804789 dated 30 th November 1999 on Allahabad Bank, Main Branch, Calcutta for ... | Rs. 1,33,575.00 |
| 4. By Cheque No.804790 dated 28 th February 2000 on Allahabad Bank, Main Branch, Calcutta for ... | Rs. 1,33,575.00 |
| | <u>Rs. 5,34,300.00</u> |

(Rupees five lacs thirty-four thousand three hundred) only.

WITNESS:

Satish Singh
Satish Singh

For GEMINI GREENFIELD PRIVATE LTD.

1 C. S. Law / K. S. Law
 Director

For SHREE HANUMAN CONSTRUCTIONS PVT. LTD.

1 C. S. Law / K. S. Law
 Director

For LAKSHMI ENCLAVE PRIVATE LTD.

1 C. S. Law / K. S. Law
 Director

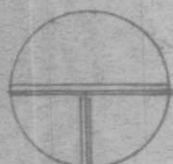
1 C. S. Law / K. S. Law



 **Registrar of Assurances,**
Calcutta

PLAN 'A' CONCERNING MUNICIPAL PREMISES
NO-15 S.U. ROY ROAD. CALCUTTA - 700038.
HOLDING NO-30, WARD NO-118 WITHIN THE
CALCUTTA MUNICIPAL CORPORATION (SOUTH)

SCALE - 1:200



NORTH

For GEMINI GREENFIELDS PRIVATE LTD

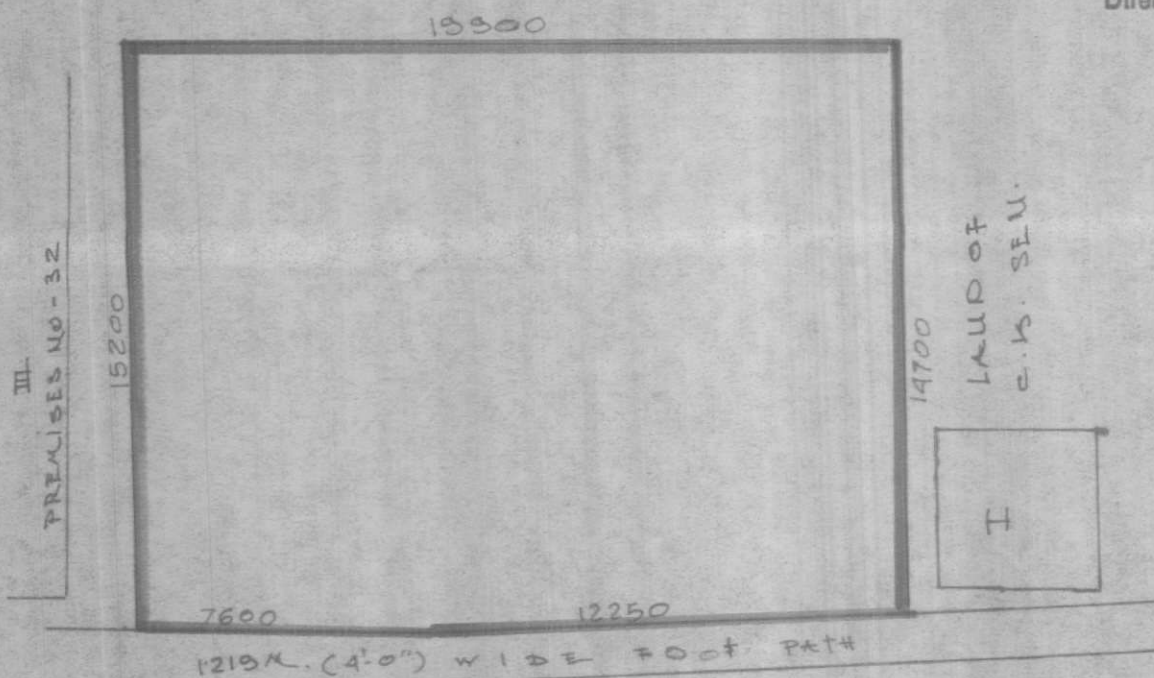
Keshav Karna

Director

For LAKSHMI ENCLAVE PRIVATE LTD,

VACANT LAND. *Keshav Karna*

Director



9700 WIDE S.U. ROY ROAD.

DRAWN BY:

For SHREE HANUMAN CONSTRUCTIONS PVT. LTD. APURNAJAY PLASTICS PVT. LTD

Keshav Karna

Kuldeep Khaitan

Director

Director

Keshav Karna

124. Registrar of Assurances
Calcutta

PLAN 'B' FORMING PART OF THE FOREGOING
DOCUMENT WHEREIN SHOWN MARKED WITHIN
RED BORDERS IS THE OUTLINE OF ALL FLAT
NO-4-B ON THE EASTERN SIDE OF THE
FLOOR OF THIS BUILDING.



NORTH

SCALE 1:100

for SHREE HANUMAN CONSTRUCTIONS PVT. LTD.

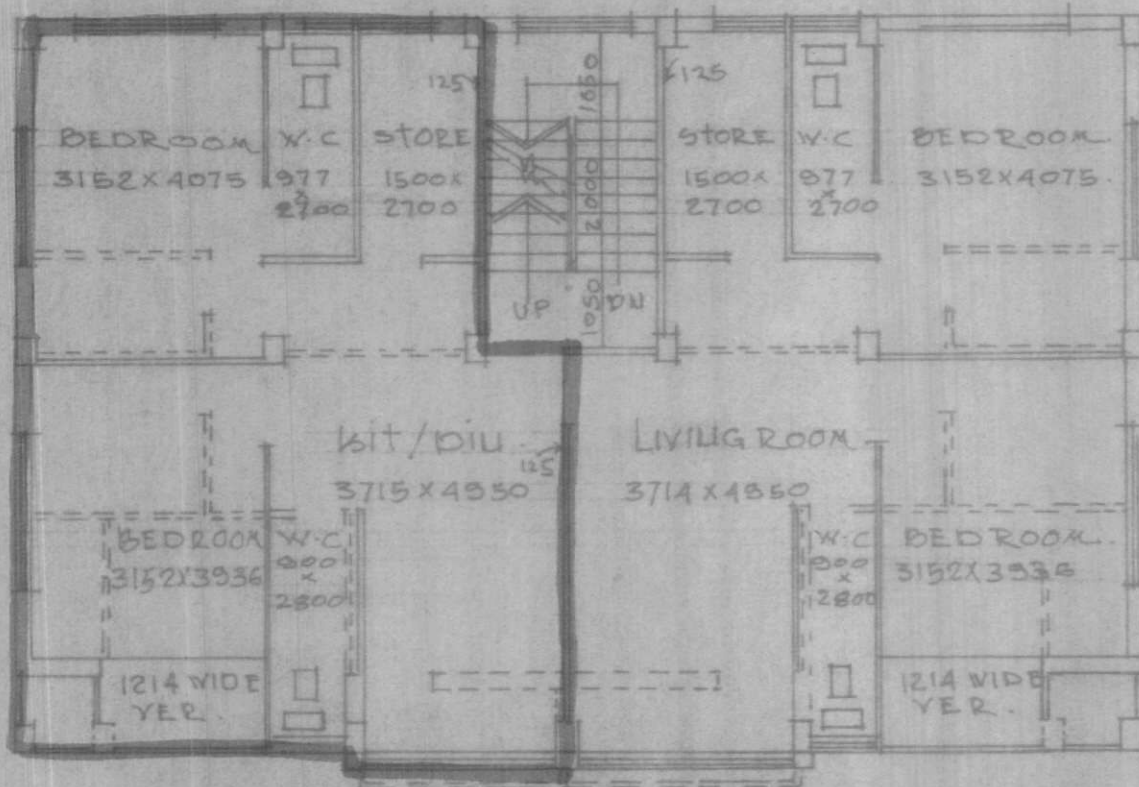
APURNAJAY PLASTICS PVT LTD

Kishan Kumar

Kuldeep Khaitan

Director

Director



for GEMINI GREENFIELDS PRIVATE LTD

DRAWN BY:

Kishan Kumar

for LAKSHMI ENCLAVE PRIVATE LTD,

Director

Kishan Kumar

Director

Kishan Kumar



[Handwritten signature]

Addl. Registrar of Assurances-1
Calcutta

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DATED THIS 30th DAY OF MARCH 2002

BETWEEN

GEMINI GREENFIELDS PVT. LTD. & ORS.
... VENDORS

AND

APURNAJAY PLASTICS PVT. LTD.
... PURCHASER



Registrar of Assurances,
Calcutta

18/2/03

CONVEYANCE



MR. J. MITRA
Advocate

5 Kiran Shankar Roy Road
Calcutta 700 001

MR. Registrar of Assurances,
Calcutta

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