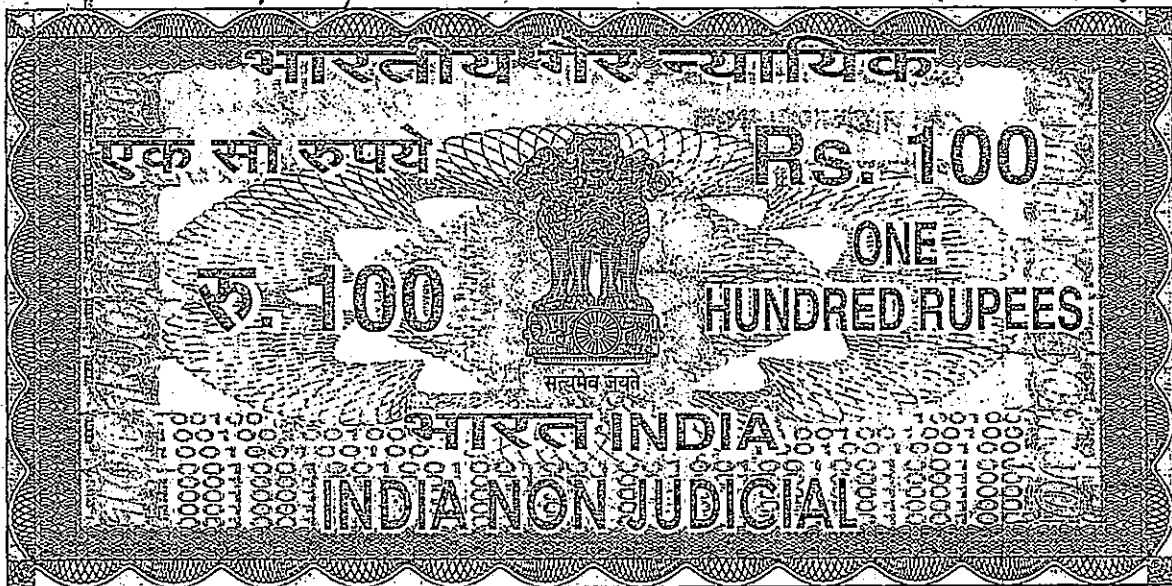


02930/015

* 4498/2015



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 650027

Mr. 1086720A
 Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar
 of Assurances-II, Kolkata.

THIS DEED OF CONVEYANCE made this 31ST day of March, 2015

BETWEEN

JASMINE COMMERCIALS LIMITED, a company duly incorporated under the Companies Act 1956 and having its registered office at Jasmine Tower, 31 Shakespeare Sarani, Unit Nos. 605-607, P.S. Shakespeare Sarani, Kolkata - 700017, (CIN: L51126WB1983PLC035863, and Income-tax PAN: AAACJ6735C), represented by its Director and authorised signatory, Mr. Ravindra Agarwal, hereinafter called as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **FIRST PART**

AND

26/3/15
 210

21/04

6372-27-3-15

ক্রেতার নাম

ভেঃ সাহায্যের মণ্ডল

ভেঃ

মোঃ এ ডি এস আর, বারুইপুর

জেলা-দক্ষিণ ২৪ পরগণা

মূল্য

Gladwell Suppliers LLP
26 Dover road, 1st Floor,

Kolkata-700019

Shanuar Bagri
(SHANKAR BAGRI)



C-2465

For GLADWELL SUPPLIERS LLP

Shanuar Bagri
Partner



C-2466

For JASMINE COMMERCIALS LTD.

Ravindra Agarwal
Director
(RAVINDRA AGARWAL)



C-2469

Gagan Commerce Pvt. Ltd.

Mahendra Patni
Director
(MAHENDRA PATNI)



Mahesh Das
Date Shubhan Mohan Das
FL-1F AA 122, Dipika Ghosh
Kolkata - Kal-101

ADDITIONAL REGISTRAR
OF A. M. S. II, KOLKATA
- 7 APR 2015



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

Endorsement For Deed Number : I - 04498 of 2015
(Serial No. 03930 of 2015 and Query No. 1902L000008854 of 2015)

On 07/04/2015

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

Presented for registration at 19.06 hrs on :07/04/2015, at the Private residence by Shankar Lal Bagri, Claimant.

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

Execution is admitted on 07/04/2015 by

1. Ravindra Agarwal
Director, Jasmine Commercials Limited, Jasmine Tower, Unit- 605- 607, 31, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700017,
, By Profession : Business
2. Mahendra Kumar Patni
Director, Ceean Commerce Pvt Ltd, 1, Greek Church Row Extension, 2nd Floor, Kol, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026,
, By Profession : Business
3. Shankar Lal Bagri
Director, Gladwell Suppliers L L P, 2 C, Dover Road, 1st Floor, Kol, Thana:-Ballygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019,
, By Profession : Business
Identified By Mohitosh Das, son of Late Bhuban Mohan Das, Flat No:1 F, A A-122, Lipika Abasan, Kestopur, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700101, By Caste: Hindu, By Profession: Others.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 08/04/2015

Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB

Registration Fees Rs. 1,37,294/- paid online on 31/03/2015 8:36AM with Govt. Ref. No. 192014150023050311 on 31/03/2015 8:12PM, Bank: State Bank of India, Bank Ref. No. CK63353599 on 31/03/2015 8:36AM, Head of Account: 0030-03-104-001-16, Query No:1902L000008854/2015

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,08,67,200/-



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

25/04/2015 13:56:00

Endorsement Page 1 of 2



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

Endorsement For Deed Number : I - 04498 of 2015
(Serial No. 03930 of 2015 and Query No. 1902L000008854 of 2015)

* Certified that the required stamp duty of this document is Rs.- 760725 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS) Finance
Department Govt. of WB

Stamp duty Rs. 7,60,725/- paid online on 31/03/2015 8:36AM with Govt. Ref. No.
192014150023050311 on 31/03/2015 8:12PM, Bank: State Bank of India, Bank Ref. No. CK63353599
on 31/03/2015 8:36AM, Head of Account: 0030-02-103-003-02, Query No:1902L000008854/2015

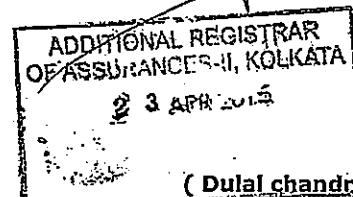
(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 23/04/2015

Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5, 53 of Indian Stamp Act 1899.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

23/04/2015 13:56:00 Endorsement Page 2 of 2

CEEAN COMMERCE PRIVATE LIMITED, a company incorporated under the Companies Act 1956 having its registered office at 1, Greek Church Row Extension, 2nd Floor, P.S. Tollygunge, Kolkata - 700026 (formerly at 228A, A. J. C. Bose Road, 1st Floor, Room No. 1A, Kolkata-700020) (CIN: U51491WB1992PTC057217 and Income-tax PAN: AABCC0427B), represented by its Director and authorised signatory Mr. Mahendra Kumar Patni, hereinafter called as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in interest and assigns) of the **SECOND PART**

AND

GLADWELL SUPPLIERS LIMITED LIABILITY PARTNERSHIP (also written as **GLADWELL SUPPLIERS LLP**), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 (formerly, before conversion into a LLP, known as **Gladwell Suppliers Private Limited**) having its registered office at 2C, Dover Road, 1st Floor, P.S. Ballygunge, Kolkata - 700019, (LLPIN: AAD-5879 and Income-tax PAN: AAACG9982G), represented by its Designated Partner Shri Shankar Lal Bagri, hereinafter called the **PURCHASER** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors-in-interest and assigns) of the **THIRD PART**:

WHEREAS:

- A. By a Deed of Conveyance dated 30th day of November, 1977 made between (1) Ram Ratan Sonthalia, (2) Nawrang Prasad Sonthalia (3) Makhan Lal Sonthalia (4) Santkumar Sonthalia and (5) Pawan Kumar Sonthalia all carrying on business in co-partnership under the name and style of 'Mahaliram Sonthalia', therein collectively referred to as the Vendors of the One Part and The Dejoor Tea Co. (India) Private Ltd., therein referred to as the Purchaser of the Other Part duly registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 69 Pages 36 to 45 Being No. 970 for the year 1978, said Ram Ratan Sonthalia and others, partners of the firm Mahaliram Sonthalia, for the consideration therein mentioned, sold transferred and conveyed All That the premises No. 31 Shakespeare Sarani (formerly known and numbered as premises No. 36 Theatre Road), Calcutta together with the buildings and structures situated thereon, morefully described in the Schedule thereunder and also in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the **Said Premises** subject to then subsisting lease in favour of Consulate

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201415-002305031-1

Payment Mode: Online Payment

GRN Date: 31/03/2015 20:12:31

Bank: State Bank of India

BRN: CK63353599

BRN Date: 31/03/2015 08:36:53

DEPOSITOR'S DETAILS

Id No. : 1902L000008854/2/2015

- [Query No./Query-Year]

Name : GLADWELL SUPPLIERS LLP

Contact No. :

Mobile No. : 91 9831076246

E-mail : sesa2002@gmail.com

Address : 26 DOVER ROAD

KOL-19

Applicant Name : Sultania Rajkumar

Office Name : A.R.A. - II KOLKATA, Kolkata

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Requisition Form Filled in Registration Office


PAYMENT DETAILS


Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount
1	1902L000008854/2/2015	Property Registration- Stamp duty	0030-02-103-003-02	760725
2	1902L000008854/2/2015	Property Registration- Registration Fees	0030-03-104-001-16	137294

In Words : Rupees Eight Lakh Ninety Eight Thousand Nineteen only

Total

898019


 ভারতীয় নির্বাচন কমিশন
 भारत की
 ELECTION COMMISSION OF INDIA
 IDENTIFY CARD
 IHM0988170



নির্বাচকর নাম : মহীতেশ দাস
 Elector's Name : Mohitosh Das
 পিতার নাম : ভুবন-মোহন দাস
 Father's Name : Bhuban Mohen Das
 লিঙ্গ/Sex : পু/ M
 জন্ম তারিখ
 Date of Birth : 01/01/1959

IHM0988170


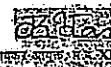
ঠিকানা:
 FL-1F, AA-122, লিপিকা আবাসন, কেষ্টোপুর, পূর্ণুল্লা
 কানন, বাগুয়াতি, উত্তর 24 পরগণা-700101

Address:
 FL-1F, AA-122, LIPIKA ABASAN,
 KESTOPUR, PRAFULLA
 KANAN, BAGUATI, NORTH 24 PARGANAS-
 700101

Date: 24/02/2014
 117-রাজহাট গোপালপুর নির্বাচন অঞ্চলের নির্বাচন নিয়ন্ত্রক
 অফিসারের স্বাক্ষর অনুমতি
 Facsimile Signature of the Electoral
 Registration Officer for
 117-Rajarhat Gopalpur Constituency

বিবরণ পরিবর্তন হলে সন্থা টিকসহ চলমান স্কিমে গুলি প্রদান ও নথি
 প্রদান সন্থা 'মিডিয়া' পরিচালনা পর্ষদের কার্য পরিচালনা
 পরিচালক দাবী করা হয়।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

12/05/14

PERMANENT ACCOUNT NUMBER		
AABCC0427B		
FIRM NAME		
OCEAN COMMERCE PVT LIMITED		
DATE OF INCORPORATION/FORMATION		
18-12-1992		
 COMMISSIONER OF INCOME TAX, W.B.		

Handwritten signature

<p>IN CASE THIS CARD IS FOUND STALE IN YOUR RETURN TO THE ASSAULTING Joint Commissioner of Income Tax (Systems & Technical), Chowringhee Square, Calcutta-700 069.</p>
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ATTACHED 778257

PERMANENT ACCOUNT NUMBER	
AAACG38866	
GLADWIN SHIPWRIGHTS	PRIVATE LIMITED

4-10-68
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THE SHEPHERD GROUP OF COMPANIES
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GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar, RoC-Kolkata
Nizam Palace, 2nd MSO Building, 2nd Floor, 234/4, A.J.C.Bose Road, Kolkata -
700020, West Bengal, INDIA

FORM 19

[Refer Rule 32(1) of the LLP Rules, 2009]

CERTIFICATE OF REGISTRATION ON-CONVERSION

OF

GLADWELL SUPPLIERS PRIVATE LIMITED

TO

GLADWELL SUPPLIERS LIMITED LIABILITY PARTNERSHIP

LLP Identification Number: AAD-5879

It is hereby certified that GLADWELL SUPPLIERS LIMITED LIABILITY PARTNERSHIP is
this day registered pursuant to section 58(1) of the LLP Act 2008.

Given at West Bengal this Twentieth day of March Two Thousand Fifteen.

Validity unknown

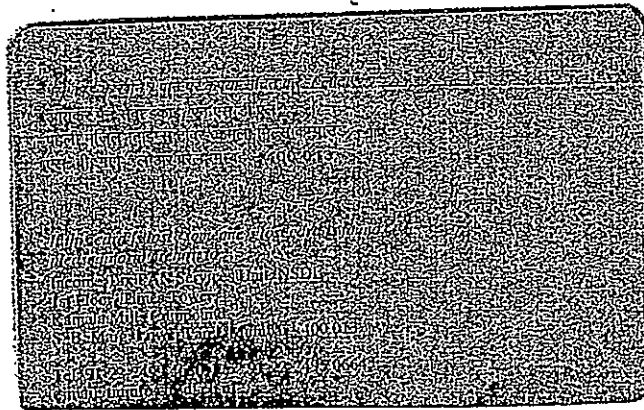
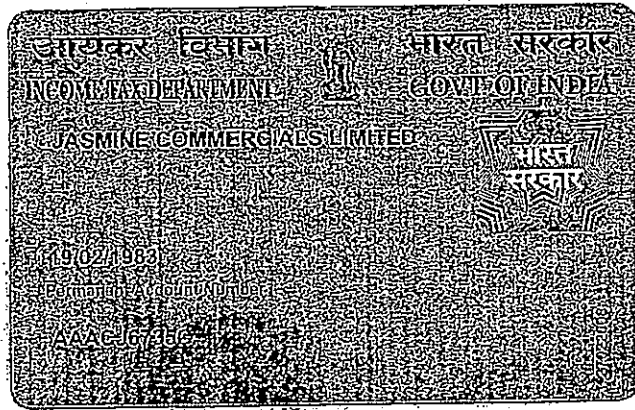
Digitally signed by
REGISTRAR OF COMPANIES
WEST BENGAL
Date: 2015.03.20 16:48:45
GMT+0530

Registrar, West Bengal

Note: The corresponding form has been approved by DIP NARAYAN CHOWDHURY, Assistant Registrar
and this certificate has been digitally signed by the Registrar through a system generated digital signature
under rule 36(3)(i) of the Limited Liability Partnership Rules, 2009
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
GLADWELL SUPPLIERS LIMITED LIABILITY PARTNERSHIP
2/C DOVER ROAD 1ST FLOOR, KOLKATA - 700029,
West Bengal, INDIA





General of the Union of Soviet Socialist Republics in Calcutta for a period of 23 years commencing from 15th January, 1958 as per the Deed of Lease dated 14th December 1957 duly registered in the office of the Sub-Registrar of Assurances, Calcutta in Book No. I Volume No. 137 Pages 128 to 137 Being No. 4582 for the year 1957 but otherwise free from all encumbrances charges claims demands and liabilities whatsoever.

- B. Upon expiry of the said Lease on 14th January 1981 and after protracted negotiation said lessee viz. Consulate General of the USSR in Calcutta subsequently renamed as Consulate General of the Russian Federation in Calcutta by an Agreement dated 2nd day of April, 1991 has agreed to vacate the Said Premises and ultimately handed over the vacant possession of the Said Premises to its owner on or about 1st October, 1992.
- C. Meanwhile In pursuance to a Scheme of Amalgamation sanctioned by the High Court at Calcutta vide its Order dated 4th day of May, 1992 in Company Petition No.81 of 1992 connected with the Company Application No. 8 of 1992 all the assets and properties of the said The Dejuo Tea Co. (India) Private Ltd. (the Transferor Company) has been transferred to and vested in the Jasmine Commercials Ltd. (the Transferee Company) and by virtue of the above said Jasmine Commercials Ltd., the Vendor herein, became seised and possessed of and/or otherwise sufficiently entitled to All That the said premises No. 31 Shakespeare Sarani, Calcutta.
- D. For the purpose of construction and erection of a multistoried building at the Said Premises and/or a portion thereof to be called and known as '**Jasmine Tower**' (hereinafter referred to as the "**Said Building**") for business use having various units the Vendor caused a map or plan to be sanctioned by the Calcutta Municipal Corporation vide Building Sanction No. 155 (B-VII) dated 07.10.1994 as modified from time to time (hereinafter called the "**Said Plan**").
- E. The Vendor has also caused a declaration to be made and registered with the Additional Registrar of Assurances, Calcutta-II in Book No. I Volume No.80 Pages 253 to 278 Being No. 2199 for the year 1997 for the purpose of beneficial use, enjoyment and holding of various units in the Said Building by the various intending purchasers on ownership basis subject to the rules and regulations and/or covenants contained and recorded in the said Declaration dated 3rd day of December, 1997 (hereinafter referred to as the "**Said Declaration**").

- F. The Vendor has completed construction of the Said Building in accordance with the Said Plan as per the completion certificate dated 15.07.2000 issued by the Kolkata Municipal Corporation.
- G. For the purposes of assessment and collection of municipal rates and taxes the Kolkata Municipal Corporation has apportioned and separately assessed the various units at the Said Building in the name of respective buyer/allottee thereof as independent units and the Unit No. 612 at the 6th floor of the Said Building, being one of the units held by the Vendor at that time, was assessed in the name of Jasmine Commercials Limited, the Vendor herein, as the owner and as person liable for municipal rates and taxes [Assessee No. 11-063-48-0470-5] with effect from the 3rd quarter of the year 2000-01.
- H. By an Agreement dated 16th day of April, 2001 made between the Jasmine Commercials Ltd., the Vendor herein therein referred to as the Seller of the One Part and the Ceean Commerce Private Limited, the Confirming Party herein therein referred to as the Purchaser of the Other Part, the Vendor has agreed to sell and transfer and the Confirming Party has agreed to purchase and acquire on ownership basis **All That** the Office Unit No. 612B (being demarcated southern portion of the said Unit No. 612) on the sixth floor of the Said Building, morefully and particularly described in the Second Schedule thereto at and for the consideration of Rs.15,28,200/- and other terms and conditions recorded therein (hereinafter referred to as the '**Said Agreement for Office Unit**').
- I. Upon receipt of the aforesaid amount of the total consideration from the Confirming Party, the Vendor has put the Confirming Party in vacant possession of the Said Office Unit on or about the 16th April, 2001.
- J. Since then by an Agreement for Nomination dated 26th day of November, 2002 made between the Ceean Commerce Private Limited, the Confirming Party herein therein referred to as the Transferor of the First Part, Gladwell Suppliers Private Limited, therein referred to as the Transferee of the Second Part and Jasmine Commercials Limited, the Vendor herein therein referred to as the Confirming Party of the Third Part, the said Ceean Commerce Private Limited with the consent and concurrence of the Vendor herein has irrevocably-nominated the said Gladwell Suppliers Private Limited in its place and stead under the Said Agreement for Office Unit at and for the considerations of Rs.16,13,100/- (Rupees Sixteen lakh thirteen thousand one hundred only) with the intent and object that consequent to such nomination

there will be a novation and consequently the said Gladwell Suppliers Private Limited shall undertake all the liabilities under the Said Agreement for Office Unit and shall also be entitled to all the rights in respect of the Said Office Unit under the Said Agreement for Office Unit including the right to obtain the deed of conveyance or transfer in respect thereof directly from the Vendor herein (hereinafter referred to as the '**Said Nomination Agreement**').

- K. Pursuant to the Said Nomination Agreement, the said Gladwell Suppliers Private Limited has paid the entire consideration of Rs.16,13,100/- (Rupees Sixteen lakh thirteen thousand one hundred only) agreed under the Said Nomination Agreement to the Confirming Party herein by account payee cheque No. 545983 dated 31.10.2002 for Rs.16,13,100/- drawn on Standard Chartered Bank, N. S. Road Branch, Kolkata in favour of the Confirming Party herein.
- L. Upon aforesaid payment under the Said Nomination Agreement by the said Gladwell Suppliers Private Limited to the Confirming Party (which includes reimbursement of all the amounts paid by the Confirming Party herein to the Vendor under the Said Agreement for Office Unit), the Confirming Party put the said Gladwell Suppliers Private Limited in vacant possession of the Said Office Unit on or about 26th November 2002 and since then the said Gladwell Suppliers Private Limited is in exclusive occupation and enjoyment of the Said Office Unit.
- M. Said Gladwell Suppliers Private Limited, a private company registered under the Companies Act 1956, has since then converted itself into a limited liability partnership (LLP) under the name and style of 'Gladwell Suppliers Limited Liability Partnership' in accordance with the provisions of the Limited Liability Partnership Act 2008 and, on such conversion, requisite certificate of registration was issued by the Registrar of Companies, West Bengal on the 20th day of March, 2015. In terms of section 58(4) of the said Limited Liability Partnership Act 2008, on conversion into a limited liability partnership (LLP), all assets, interests, rights, privileges, liabilities, obligations relating to the erstwhile private company styled 'Gladwell Suppliers Private Limited' statutorily transferred to and vested in the Gladwell Suppliers Limited Liability Partnership without any further assurance, act or deed on and with effect from the said date of registration. Assets, interests, rights so vested in the Gladwell Suppliers Limited Liability Partnership, the Purchaser herein, includes the rights and interest in respect of the Said Office Unit pending

execution and registration of the deed of conveyance in respect thereof.

- N. In pursuance of the above and at the request of the Gladwell Suppliers Limited Liability Partnership, the Purchaser herein, the Vendor has now agreed to execute and register the deed of conveyance and/or transfer in respect of the Said Office Unit in favour of the Purchaser herein and the Confirming Party has also agreed to join these presents in confirmation of the above.
- O. For the purposes of maintenance and management of the common facilities, services and other affairs of the Said Building, the owners of various units in the Said Building have formed an association known as Jasmine Towers Owners' Association Private Limited (hereinafter referred to as the **Said Association**) and the Said Association is currently realising the common maintenance and other charges from the owners of various units in the Said Building for maintenance and management of the common areas and facilities of the Said Building.
- P. At or before execution of these presents the Purchaser has made enquiries and searches and inspection of various records, documents, papers, certificates, drawings, plans, etc. and on the basis of that have fully satisfied itself as to:
- (a) The right title and interest of the Vendor;
 - (b) The quality, workmanship and structural stability of the Said Building and the Said Office Unit;
 - (c) The super built-up area to comprise in the Said Office Unit;
 - (d) The common areas attributable to the various units and the common facilities available for / in the Said Building; and
 - (e) The terms and conditions and/or the rules and regulations contained and recorded in the Said Declaration dated 3rd day of December, 1997 and the obligations of the Purchaser to make payment of the common maintenance and other charges payable in respect of the Said Office Unit.

And have agreed not to raise any objections and not to dispute the same on any ground whatsoever or howsoever.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:

I. That in pursuance of the said agreements and in consideration of the premises as above and in further consideration of the sum of Rs.16,13,100/- (Rupees Sixteen lakh thirteen thousand one hundred only) paid by the Purchaser to the Confirming Party before the execution of these presents in the manner mentioned hereinbefore (the receipt whereof the Confirming Party doth hereby admit and acknowledge) and which amount includes reimbursements of all the amount paid by the Confirming Party to the Vendor under the Said Agreement for Office Unit AND in further consideration of the nomination of the Purchaser by the Confirming Party in its place and stead to purchase and acquire the Said Office Unit, the Vendor at the request of and with the consent and concurrence of the Confirming Party herein doth hereby sell transfer convey assure and assign and the Confirming Party doth hereby confirm unto and in favour of the Purchaser herein **All That** the Office Unit No. 612B (being demarcated southern portion of the said Unit No. 612) measuring 849 square feet of super built-up area, be the same a little more or less, on the sixth floor of the building commonly known as 'Jasmine Tower' situate at premises No. 31 Shakespeare Sarani, Kolkata (morefully and particularly described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as the **Said Unit**) TOGETHER WITH proportionate undivided indivisible impartible variable share in the common parts and portions of the Said Building TOGETHER WITH proportionate undivided indivisible impartible variable share or interest in the land underneath the Said Building comprised in the said premises No. 31 Shakespeare Sarani, Kolkata and attributable to the Said Unit AND ALSO with the right to use in common with other owners/ occupiers of the Said Building of the common parts and portions exclusively reserved particularly the passages drains sewers water reservoirs and pumps, motors, electrical sanitary water pipeline electric and telephone cables and other installations of common use AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit AND all the estate right title interest property claim and demand whatsoever of the Vendor into or upon the Said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part or parts thereof TO HAVE AND TO HOLD the Said Unit and every part thereof unto and to the Purchaser absolutely and forever free from all encumbrances trusts liens lispendens attachments whatsoever SUBJECT NEVERTHELESS TO the stipulations covenants and conditions contained and recorded in the said Declaration dated 3rd day of December 1997 in connection with the beneficial use and enjoyment of the Said Unit AND ALSO SUBJECT TO the Purchaser's covenants and agreements hereunder contained and

on the part of the Purchaser to be observed fulfilled and performed AND ALSO SUBJECT TO the Purchaser regularly and punctually paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly and the common expenses proportionately and all other outgoings in connection with the Said Unit wholly from the date of delivery of possession of the Said Unit i.e. with effect from the 16th day of April, 2001.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) The interest which the Vendor doeth hereby profess to transfer subsists and that the Vendor has good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the Said Unit in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter, to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor.
- (c) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (d) The Vendor 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 as are or shall be available with the Vendor 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

unobliterated and uncanceled.

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:-

1. The Purchaser so as to bind itself to the Vendor and the owners of other units in the Said Building ('co-owners') and so that this covenant shall be for the benefit of the Said Building and other units therein and every part thereof hereby covenants with the Vendor and with all the other co-owners that the Purchaser and all other persons deriving title under it will at all times hereafter observe the terms conditions covenants restrictions set-forth herein.
2. The Purchaser has examined the construction of the Said Building and the Said Unit (including the area comprised therein) and the facilities and amenities provided in the Said Building for use of the Purchaser and has fully satisfied itself with regard thereto and shall not raise any question or objection or make any claim or demand whatsoever against the Vendor with regard thereto.
3. The Purchaser shall hold the Said Unit subject to the restrictions rules and regulations contained in the Said Declaration.
4. The Purchaser binds itself to pay regularly and punctually the following amounts and outgoings:
 - (a) Municipal rates and taxes, water tax and commercial surcharge assessed on the Said Unit directly to the Kolkata Municipal Corporation **Provided That** so long as the Said Unit is not assessed separately for the purpose of such rates taxes and surcharge, the Purchaser shall pay to the Vendor proportionate share of such rates and taxes, such proportionate share being the proportion in which the area of the Said Unit may bear to the total area of all the units covered by the relevant bill.
 - (b) All other impositions levies cess taxes surcharge and outgoings whether existing or as may be imposed at any time in future on the Said Unit or on the Said Premises, and whether demanded from the Purchaser or the Vendor, and the same shall be paid by the Purchaser wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Said Premises to

the concerned authorities directly or through the Vendor / Said Association as the case be.

- (c) Electricity charges to the Said Association for electricity consumed in or relating to the Said Unit based on the reading shown in the sub-meter installed for the Said Unit at the same rate (including additional duties levies surcharge etc.) in which the Vendor/ Said Association shall be liable to pay to the CESC Limited.
 - (d) Charges for operating the Generator and expenses for maintenance thereof (including the provision for depreciation) to the Said Association within the due date specified in the bill raised by them for providing limited supply of power to the Said Unit during the period of power-cut.
 - (e) Charges for using enjoying and/or availing any other utility or facility, if exclusively in the Said Unit, wholly and in common with the other owners and occupiers of the other units proportionately, and payable to the Vendor or the Said Association or the appropriate authorities as the case may be.
 - (f) Common Maintenance Charges to the Said Association for common services, facilities and maintenance of common areas of the Said Building attributable to the Said Unit plus Service Tax thereon at such rate as may be applicable.
 - (g) All penalty interest costs charges and expenses arising out of any delay default or negligence in payment of all or any of the aforesaid rates taxes imposition and/or outgoing proportionately or wholly as the case may be.
5. The liability of the Purchaser for payment of all or any of the amounts specified in clauses 3(a) to 3(g) hereinabove shall accrue/ has accrued from the date of delivery of possession of the Said Unit to the Confirming Party on and from the 16th day of April, 2001 and the Purchaser shall remain liable to indemnify and keep indemnified the Vendor for all liabilities due to non-fulfillment by the Purchaser of the obligations contained herein.
6. The Purchaser shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the Said Unit from the Kolkata Municipal Corporation and in case so required, the Vendor shall sign

necessary papers. In case the Purchaser fails to have such mutation effected, then the Vendor shall be at liberty to get the same done at the costs and expenses of and as the constituted attorney of the Purchaser.

7. The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled to have any right over and in respect of the other portions of the Said Building and/or the Said Premises.
8. That the common parts and portions attributable to the Said Building is detailed out in the **Third Schedule** hereunder written and the Purchaser shall have limited rights in respect of such common parts and portions for the purpose of having access to the Said Unit and shall not be entitled to use the same for any other purposes.
9. The Purchaser shall not cause or make obstruction or interference with the free ingress to and egress from the Said Building or the Said Premises of the Vendor and persons entitled to such ingress and egress and duly authorized by the Vendor in that behalf.
10. All open spaces in the Said Premises shall belong absolutely to the Vendor and in no event the Purchaser shall be entitled to have any right or claim over and in respect thereof.
11. The Vendor shall be entitled to make use of the open spaces including the exterior wall for display by neon signs or otherwise as the Vendor may in its discretion think fit and proper without any obstruction or interference from the Purchaser or any person claiming through it and in any event the Purchaser consents to the same.
12. The Purchaser shall observe the terms and conditions as are contained in the Said Declaration and in the event of any default or failure on the part of the Purchaser in observance or performance of the terms and conditions and/or stipulations contained in the Said Declaration the Vendor/ Said Association shall be entitled to and is hereby authorised with or without notice:
 - (i) to disconnect the supply of water
 - (ii) to disconnect the supply of electricity
 - (iii) to prevent the use of lifts

till such time the amounts so outstanding are paid with interest at the rate of two per cent per month.

13. The word "proportionate share" or proportionate part or any grammatical variation of the said words would and always deemed to mean the ratio which the super built-up area of the Said Unit bears to the aggregate super built-up area of all the units and other saleable areas in the Said Premises. In the event of the Vendor deciding to put-up or construct additional floor(s) and/or convert any area of the ground floor/basement of the Said Building for commercial use, the undivided share of the Purchaser in the Said Premises mentioned herein above as also in the common parts and portions shall be proportionately reduced without any claim or objection from the Purchaser.
14. The Purchaser shall keep the Said Unit and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance, exclusively serving the Said Unit, in good and substantial repair and condition so as to support shelter and protect the Said Building. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the Said Unit and shall indemnify and keep the Vendors and the Said Association saved harmless and indemnified in respect thereof.
15. The Purchaser shall maintain at its own costs, the Said Unit in the same good condition state and order in which the same now is and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade and/or any statutory authority and/or local body with regards to the user and maintenance of the Said Unit as well as the common installation and amenities at the Said Building and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that the Vendor and/or the Said Association may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

IV. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- (a) The properties and rights sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the Said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- (b) The Vendor shall always have exclusive right to make construction, addition and/or alteration (including to set up roof garden, cooling plants and towers, V-Sat, Dish or other Antennas at the Said Building or any part thereof) of any nature as permissible under the law on the roof and to connect and/or replace all common installations facilities and utilities in and for the Said Building to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Vendor may on its sole discretion think fit and proper without any objection or hindrance from the Purchaser, as also separately dealt hereinabove.
- (c) All side and back open spaces of or in the Said Building shall remain the exclusive property of the Vendor and the Vendor shall have the right to use transfer or deal with the same in such manner as the Vendor shall in its absolute discretion think fit and proper and the Purchaser hereby consent to the same and agrees not to raise any objection obstruction or hindrance with regard thereof nor to claim any right of whatsoever nature over and in respect of the said spaces belonging to the Vendor or in respect of other portions in the Said Building and the Said Premises.
- (d) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to all future horizontal and vertical exploitation of the Said Building including by way of raising further storey or stories on the roof for the time being of the Said Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Building viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as

be deemed to be expedient to make such area and constructions tenatable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and condition as the Vendor in its absolute discretion may think fit and proper and the proportionate share of the Purchaser in the common areas and facilities including the undivided variable impartible proportionate share of the Purchaser in the land comprised in the said Premises attributable to the Said Unit shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, power, authorities, no objections, consents etc., as may be required by the Vendor.

V. AND THAT it is hereby further expressly agreed by and between the parties that the sale and purchase of the Said Unit and right of the Purchaser for the purpose of user of the Said Unit shall remain restricted to the Said Unit and other spaces, parts whether open or covered including the roof/terrace of the Building shall absolutely belong to the Vendor and have been expressly excluded from the sale and transfer AND in any event the Purchaser shall not be entitled to claim any right over and in respect thereof and the Vendor shall be entitled to sell and transfer or permit the use of the such portions and spaces without any objection or interference from the Purchaser AND the Purchaser hereby consents to the same AND the Purchaser shall hold the Said Unit subject to terms stipulations and covenants contained in the Said Declaration and in the event of any conflict between any of the covenants stipulations and condition of the Declaration, the clauses and covenants contained in this document shall prevail.

VI. AND it is hereby agreed by and between the parties hereto that save what has been expressly provided for herein the terms, conditions and stipulations as are contained and recorded in the Said Declaration shall be binding on the Purchaser and in the event of any conflict between terms, conditions and stipulations herein contained and the Said Declaration, the terms, conditions and stipulations herein contained shall prevail over the terms conditions and stipulations contained in the Said Declaration.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Said Premises)**

ALL THAT the messuages land and hereditaments known as No. 31, Shakespeare Sarani (formerly known and numbered as No. 36, Theatre Road) lying on the north side of the said Road within the Municipal limits of Kolkata in Ward No. 63 under Borough VII containing as per record by estimation One Bigha Eighteen Cottahs three and one-half Chittacks be the same a little more or less but on actual measurement found to be 2,613.979 Sq. Metres equivalent to 1 Bigha 19 Cottahs 1 Chittack and 12 sq.ft. butted and bounded on the North partly by premises No. 2, Robinson Street and partly by Nos. 16 and 16/1, Loudon Street; on the East partly by premises No. 3, Robinson Street and partly by premises No. 33, Shakespeare Sarani; on the South partly by Shakespeare Sarani aforesaid and partly by premises No. 33, Shakespeare Sarani; and on the West by premises Nos. 15, 15/1A and 15/1B, Loudon Street, Kolkata.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(Said Unit)**

ALL THAT the Office Unit No. 61.2B (being southern portion of the original Office Unit No. 612) on the sixth floor of the multistoried building commonly known as Jasmine Tower, as delineated on the map or plan annexed hereto being Annexure-I and shown in Red colour thereon, comprising an area of 849 square feet of super built-up area, (including proportionate undivided variable share or interest in common areas of the Said Building attributable to the said Unit), be the same a little more or less, **TOGETHER WITH** proportionate undivided variable share or interest in common areas of the Said Building attributable to the Said Office Unit **AND ALSO** undivided variable proportionate share or interest in the land underneath the Said Building attributable to the Said Office Unit at the premises No. 31 Shakespeare Sarani, Kolkata - 700017, within the limits of Ward No. 63 of the Kolkata Municipal Corporation, Police Station: Shakespeare Sarani.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Parts and Portions)**

- 1) The foundations columns girders beams supports walls entrance and exists of the Said Building;
- 2) Entrance lobby at the ground floor, stairs, stair-ways and lobby of the other floors;


- 3) Lifts, lift-shaft and lift machine room containing lift installation;
- 4) Electrical, sewerage and water pipes, facilities and ducts;
- 5) Staircase and down ramp from ground floor to basement;
- 6) Pergola;
- 7) Planters (not specifically marked for any particular unit/s)
- 8) Space for Generator and generator room;
- 9) Fire Fighting Equipment, pump and pump room;
- 10) Electrical wiring from the main L.T. Distribution Panel at the ground floor to the isolator of each units respectively and main switch of the Building;
- 11) Room for the Transformer/Electrical equipment;
- 12) Deep tube well, water pump and pump room;
- 13) Underground water reservoir, overhead tank and distribution pipes;

Note:

The terrace, roof, parapet walls and other open/covered spaces not granted to the Purchaser specifically and/or specifically mentioned in this Schedule or the external periphery of the Said Building shall not form part of the common parts and portion of the Said Building and are expressly excluded.


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

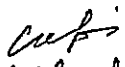
SIGNED SEALED AND DELIVERED by
the within mentioned VENDOR through
its Director and authorised signatory Mr.
Ravindra Agarwal at Kolkata in the
presence of:


RAJ KUMAR SULTANIA

31, ... Sarani,
6th fl. Room No. 605
Kolkata-700 017

For JASMINE COMMERCIALS LTD.


ADMPA00935


Mohitosh Das
31 Shakespeare Sarani
6th fl. Room no. 605
Kolkata - 700017

SIGNED SEALED AND DELIVERED by
the within mentioned **CONFIRMING**
PARTY through its Director and
authorised signatory Mr. Mahendra
Kumar Patni at Kolkata in the presence
of:

Lalu Barik.

Gagan Commerce Pvt. Ltd.
Hy Tri
Director

AEPP2796R

Dr.

SIGNED SEALED AND DELIVERED by
the within mentioned **PURCHASER**
through its Designated Partner Shri
Shankar Lal Bagri at Kolkata in the
presence of:

Lalu Barik.

LALU BARIK
13/10 Beerali Mondal Road
Kolkata - 700026

For GLADWELL SUPPLIERS LLP
Shankar Lal Bagri
Partner

AEPPB4827D

Dr.







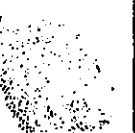





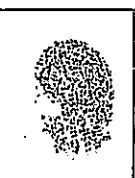
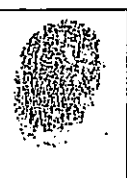




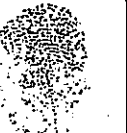


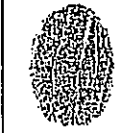

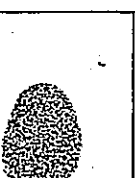




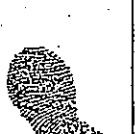



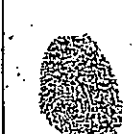
SUSANTA DAS
21A Gopal Banerjee Street.
Kolkata - 700025

Drafted by me as per direction of the
Parties hereto:

Arun Kr Chakrabarti
Arun Kr Chakrabarti
Advocate

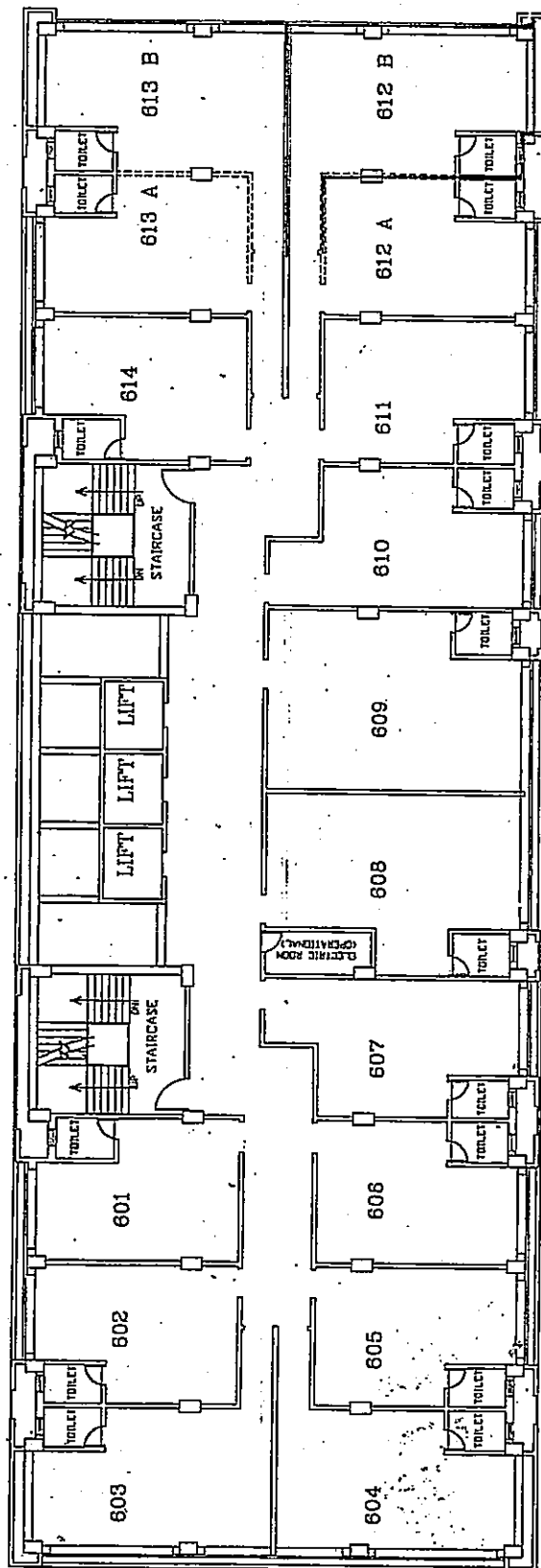
6/5/2016
6/5/2016

SPECIMEN FOR TEN FINGERPRINTS

	<i>Agarwal</i>					
<p>Ravindra Agarwal</p>		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						
	<i>Patni</i>					
<p>Mahendra Kumar Patni</p>		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						
	<i>Shankar Lal Bagri</i>					
<p>Shankar Lal Bagri</p>		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						

JASMINE TOWER

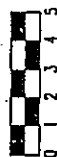
AT 31, SHAKESPEARE SARANI, CALCUTTA 700017.



For JASMINE COMMERCIALS LTD.

SIXTH FLOOR PLAN

Scale



For GLADWELL SUPPLIERS LLP

Regina Commerce Pvt. Ltd.

Shanasee Bagchi

Partner

Director

DATED THIS 31ST DAY OF MARCH 2015

BETWEEN

JASMINE COMMERCIALS LIMITED
... the Vendor

AND

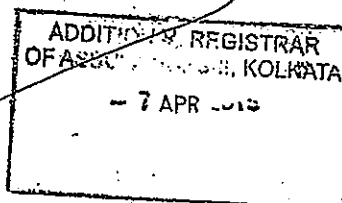
CEEAN COMMERCE PVT. LTD.
... the Confirming Party

AND

GLADWELL SUPPLIERS LLP
... the Purchaser



DEED OF CONVEYANCE
Office Unit No. 612B on the 6th Floor of
Jasmine Tower
at 31 Shakespeare Sarani, Kolkata



Arun Kr Chakrabarti
Advocate
L/F-15, Kusthia Housing Estate
Kolkata - 700039

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 4051 to 4080
being No 04498 for the year 2015.



(Dulal chandra Saha) 27-April-2015
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal