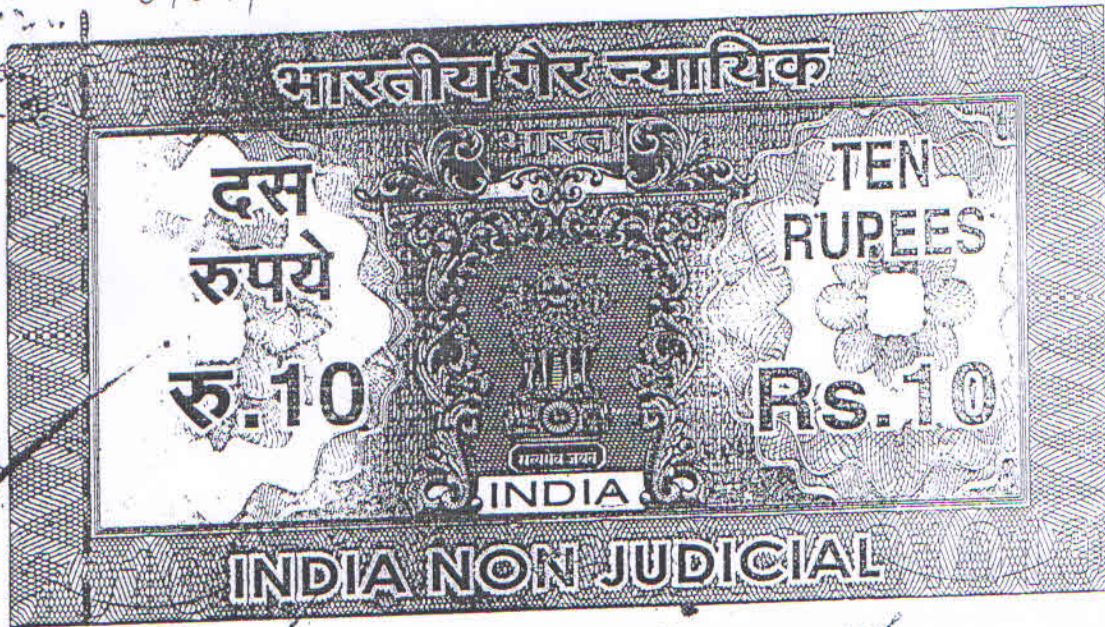


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पश्चिम बंगाल WEST BENGAL (12, 2012) 56AA 823090

10479/12  
M Declaration

Signature



certified that the Document is admitted to registration. The Signature Sheet and the endorsement check attached to this document are the part of this Document.

Signature of Additional Registrar

Additional Registrar of Assurances-II, Kolkata

**DECLARATION**

We, (1) SMT. NASPATI MONDAL widow of Late Madhusuden Mondal Hindu Lady (2) BHOLANATH MONDAL (3) TANU MONDAL (4) KANU MONDAL (5) BASUDEB MONDAL (6) GOPAL MONDAL, all sons of Late Madhusudan Mondal. Hindu Landholders, all resident of Nayapatti, Pashimpara, P.O. Krishnapur, District 24-Parganas (North),

1267/12  
 200  
 600  
 850  
 1900/12  
 24/4  
 26  
 600  
 850  
 264

(4)

Bidhan Nagar, Kolkata - 700102, (7) SM. SANDHYA TARAFDAR, wife of Monoranjan Tarafdar, Hindu Lady of Hatgatcha, P.S. Bhangore. (8) SM. SUJATA TARAFDAR, wife of Susen Tarafdar, Hindu Lady of Hatgatcha, P.S. Bhangore and (9) SM. PUTUL SARKAR, wife of Gopal Sarkar, Hindu Lady, resident of Nayapatti, Pashimpara, P.O. Krishnapur, District 24-Parganas (North), Bidhan Nagar, Kolkata - 700102. (hereinafter collectively referred to as the FIRST DECLARANTS) AND MINDPOWER PROJECTS PRIVATE LIMITED, a Private Company with limited liability, incorporated under the Companies Act, 1956, having its Registered Office at 106/1A, S.N. Banerjee Road, Kolkata - 700014, represented by its Director PREM SEHGAL, son of Late Tek Chand Sehgal, residing at 52B, Shakespeare Sarani, Flat Nos. 1D and 1E, Kolkata - 700007, (hereinafter referred to as the SECOND DECLARANT) do hereby jointly and severally declare and say as follows :-

1. By a Memorandum of Agreement dated 12<sup>th</sup> day of December 2011 made between the First Declarants therein referred to as the Vendors of the One Part and the second Declarant therein referred to as the Purchaser of the Other Part, registered in Book No. 1, CD Volume No. 62, Pages 1017 to 1037 being Deed No. 15511 for the year 2011 at the office of the Additional Registrar of Assurances - II, Kolkata (hereinafter referred to as the said Agreement for Sale) the Vendors therein agreed to sell and the Purchaser therein agreed to purchase ALL THAT piece or parcel of land measuring approximately an area of 3 (Three) Cottahs and 5 (five) Chittaks TOGETHER WITH temporary structure having cemented floor covered with tin shed roof

comprised in Dag No. 6281 (now 4431), Khatian No. 932, R.S. Khatian No. 115, J.L. No. 17, Ward No. 1, Mouza Krishnapur, Police Station - Rajarhat, ADSR - Cossippre, Dum Dum, Bidhan Nagar Municipality in the District of 24-Parganas (North) delineated in the map or plan thereto and hereto annexed and thereon and hereon bordered 'Red' and butted and bounded in the manner therein mentioned (hereinafter referred to as the 'said property') at or for the consideration of Rs.1,35,00,000/- (Rupees One crore Thirty five lacs) only free from all encumbrances and liabilities whatsoever.

2. We state that the learned Additional Registrar of Assurances -II, Kolkata assessed the marked value of the said property at Rs.1,36,50,000/- (Rupees One crore Thirty Six Lacs and Fifty thousand) only.

3. We state that the stamp duty payable for registration of the said Agreement for sale was assessed at Rs.9,55,510/- (Rupees Nine lac fifty five thousand five hundred and ten) only and registration fee payable was inadvertently and erroneously assessed at Rs.1,50,230/- (Rupees one lac fifty thousand two hundred and thirty) only treating the Agreement for Sale as conveyance.

4. We state that the assessed stamp duty and the assessed registration fee have been duly paid by the second Declarant at the time of registration of the said Agreement for sale.

5. When we approached the office of the A.R.A. II, Kolkata for market value/chargeability Assessment for sale of the said property the computer installed for the purpose of assessment has declined to accept the valuation form on the ground that sale of the said property

was already complete and thus further assessment could not be ascertained.

6. In the circumstances aforesaid, it has become expedient and necessary to rectify the said agreement for sale in the following manner :

- i) In the first line of the first page the words "MEMORANDUM OF AGREEMENT" be deleted and in its place and stead the word "THIS CONVEYANCE" be inserted.
- ii) In the first and second line of the second paragraph at page 4 the words "have agreed to" and "has agreed to" be deleted.
- iii) In the third paragraph at page 4 words commencing with "AND WHEREAS" and ending with the word "expressed" be deleted.
- iv) In the fourth paragraph at page 4 the word commencing with "Now" and ending with the word "HERETO" be deleted and in its place and stead the words "NOW THIS INDENTURE WITNESSETH" be inserted.
- v) In line 1 of clause-1 at page-4 the words "shall" appearing twice be deleted and in the same line the word "purchase" be deleted and in its place and stead the word "purchases" be inserted.
- vi) In line-3 of clause-1 at page-4 the words "commencing with subject" and ending with the word "be" be deleted.
- vii) In clause-3 at page-5 the word commencing with "It" and ending with the word "Purchaser" in the fourth line be deleted.

viii) In line-6 of clause-2 at page 5 the words commencing with "at the time" and ending with the word 'or' be deleted.

ix) In page 9 clause 13 to be deleted.

7. We the First Declarants as Vendors by virtue of and under this declaration record and confirm to have sold, conveyed and transferred, the said property on 12<sup>th</sup> day of December, 2011 and as such and accordingly also confirm and ratify the sale of the said property by and under this said Agreement for sale by making necessary rectifications therein unto and in favour of the second Declarant herein as purchaser who has accepted such sale and transfer of the said property by the first Declarant as Vendors. We enclose a Xerox copy of the said Indenture (Sale Deed) marked as Letter 'A', which was intended to be executed by and between the First Declarants and Second Declarant under the normal and usual circumstances but not executed for the reasons stated above and the same will form part of the agreement.

8. We the first Declarants as Vendors hereby confirm and record that we have received the balance consideration according to our respective share from the second Declarant as Purchaser in respect of the said property and also record and confirm to have delivered possession of the said property to the Second Declarant.

9. It is made clear that the transfer and sale of the said property was deemed to have taken place on the date of the execution and registration the said Agreement for sale which shall be treated as conveyance/sale Deed.

10. We also state that no further stamp duty and registration fee as required to be paid on Conveyance are payable as the same has already been paid on the said Agreement for sale.


11. The First Declarants being the Vendors undertake to do and execute or cause to be done and executed all such deeds and things whatsoever for further, better and more perfectly assuring the said property and every part thereof unto and to the use of the Second Declarant being the purchaser according to the true intent and meaning of these presents at all times hereafter at the request and cost of the Second Declarant.

12. The First Declarants also undertake at all times hereafter to indemnify and keep indemnified the Second Declarant against loss, damage, cost, charges and expenses if any suffered by the Second Declarant on any ground whatsoever.

13. The first Declarants shall mean and include their respective heirs, executors administrators, representations and assigns and the second Declarant shall mean and include its successors or successors representatives and assigns.

14. The statements contained in all the forgoing paragraphs are true to our respective knowledge.

Dated this 26th April 2012

1)  L.T.I of Smt. Annapati Mondal  
By the pen of  
Sarbanis Halder.

2)  GOSWAMI

3)  SARKAR


4)  SARKAR

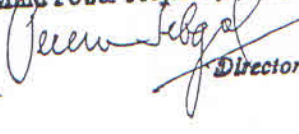
5)  SARKAR

6) Gopal. Mondal

7)  L.T.I of Smt. Sandhya Taradkar  
By the pen of  
Smt. Annapati Mondal

8)  SARKAR

9)  SARKAR  
Mind Power Projects (P) Ltd

10)  Director

Sankar by Annapati  
202 ATC Base LL  
Cal 17

2) Dilip. Kumar. Sinha  
Solicitor + Advocate  
High Court, Calcutta.

Read over and Explained  
by me to the Deponents  
in Bengali  
Annapati Mondal.

Deponents

SITE PLAN OF PART OF DAG NO- 6281, KHATIAN NO- 932, NOW DAG NO- 4431, R.S. KHATIAN NO- 115, AT MOUZA- KRISHNAPUR, J.L. NO- 17, UNDER P.S. RAJARHAT, (NEW BIDHAN NAGAR P.S.) DIST. NORTH 24-PARGANAS.

VENDORS:-

1. SMT. NASPATI MONDAL, 2. BHOLANATH MONDAL,
3. TANU MONDAL, 4. KANU MONDAL, 5. BASUDEB MONDAL
6. GOPAL MONDAL, 7. SM. SANDHYA TARAFDAR,
8. SM. SUJATA TARAFDAR, 9. SM. PUTUL SARKAR



SCALE: 1"=12'-0"

AREA= 3 KA- 5 CH. (INCLUDING PASSAGE)

ACQUIRED LAND OF SALT LAKE CITY

I.  
C. I. SHED

PART OF DAG NO. 6281  
NOW DAG NO. 4431.

PART OF DAG NO. 6281  
NOW DAG NO. 4431

34'-6"

61'-0"

81'-0"

61'-0"

2'-0"

2'-0"

50'-0"

PART OF DAG NO. 6281 NOW DAG NO. 4431

Mind Power Project  
*[Signature]*  
Director

*[Signature]*  
HIMANSHU MUKHERJEE  
CIVIL DRAFTSMAN  
BANDEL BALAGARH ROAD  
HOOGHLY

DRAWN BY

*[Handwritten signature]*  
BY *[Handwritten signature]*  
Gopal Mondal  
Commissioner



R. S. DFAG NO- 4402

L.T. of Smt. Naspoti Mondal  
by the Per. of  
Sarbani Halder



L.T. of Smt. Sandhya Tarafdar  
by the Per. of *[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



**ANNEXURE 'A'**

**THIS INDENTURE** made this                      day of                      Two thousand and Twelve **BETWEEN (1) SMT. NASPATI MONDAL**, widow of Late Madhusuden Mondal, Hindu Lady, **(2) BHOLANATH MONDAL, (3) TANU MONDAL, (4) KANU MONDAL, (5) BASUDEB MONDAL, (6) GOPAL MONDAL**, all sons of Late Madhusudan Mondal, Hindu Landholders, all resident of Nayapatti, Pashimpara, P.O. Krishnapur, District - 24-Parganas (North), Bidhan Nagar, Kolkata - 700102, **(7) SM. SANDHYA TARAFDAR**, wife of Monoranjan Tarafdar, Hindu Lady of Hatgatcha, P.S. Bhangore, **(8) SM. SUJATA TARAFDAR**, wife of Susen Tarafdar, Hindu Lady of Hatgatcha, P.S. Bhangore and **(9) SM. PUTUL SARKAR**, wife of Gopal Sarkar, Hindu Lady, resident of Nayapatti, Pashimpara, P.O. Krishnapur, District - 24-Parganas (North), Bidhan Nagar, Kolkata -700102, hereinafter collectively referred to as the **"VENDORS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND MINDPOWER PROJECTS PRIVATE LIMITED**, a Private Company with limited liability, incorporated under the Companies Act, 1956, having its Registered Office at 106/1A, S.

N. Banerjee Road, Kolkata - 700014, represented by its Director **PREM SEHGAL**, son of Late Tek Chand Sehgal, residing at 52B, Shakespeare Sarani, Flat Nos.1D and IE, Kolkata - 700007, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **OTHER PART**.

**WHEREAS** the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of land measuring an area of 3 (Three) cottahs and 5 (Five) chittacks be the same a little more or less with temporary structure having cemented floor covered with tin shed roof comprised in Dag No.6281, Khatian No.932, R.S. Khatian No. 115, Mouza - Krishnapur, fully described in the **SCHEDULE** hereunder written (hereinafter referred to as the "said property") free from all encumbrances, liabilities, lien, lispensens, alignments, requisitions and acquisitions whatsoever.

**AND WHEREAS** by a Memorandum of Agreement dated 12<sup>th</sup> December, 2011 made between the Vendors hereto as the Vendors of the One Part and the Purchaser hereto as the

Purchaser of the Other Part, registered in Book No.I, CD Volume No.62, Pages 1017 to 1037 being Deed No.15511 for the year 2011 at the office of the Additional Registrar of Assurances - II, Kolkata, the Vendors agreed to sell and the Purchaser agreed to purchase the said property, fully described in the Schedule thereto and also in the **SCHEDULE** hereunder written at or for the consideration of Rs.1,35,00,000/- (Rupees One crore Thirty Five lacs) only, free from all encumbrances and liabilities whatsoever.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and consideration of a sum of Rs.1,35,00,000/- (Rupees One crore Thirty Five lacs) only to the Vendors paid by the Purchaser at or immediately before the execution of these presents the receipt whereof the Vendors do and/or each of them doeth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser and also the said property they the Vendors as beneficial owners do and/or each of them doeth by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchaser free from encumbrances, attachment and other defects in title **ALL THAT** the said property, fully described in the hereunder written and

delineated in the map or plan hereto annexed and thereon bordered in **RED OR HOWSOEVER OTHERWISE** the said property now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** the land or ground whereupon or on part whereof the same is erected and built **TOGETHER FURTHER WITH** all houses, out-houses or other buildings, erections, fixtures, walls, yards, courtyards and benefit and advantages of ancient and other lights, liberties, rights, privileges, easements, advantages, appendages, appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof **TOGETHER FURTHERMORE** all the estate, right, title, inheritance, use, trust, property, claim, and demand whatsoever both at law and in equity of the Vendors into and upon the said property or every part thereof AND all deeds, pattahs, muniments, writings and evidences of title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors, their

respective heirs, executors, administrators or representatives or any persons from whom they can or may procure the same without action or suit at law or in equity **TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with their rights, members and appurtenances unto and to the use of the Purchaser forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendors from to these presents **AND** the Vendors do and/or each of them doeth hereby for themselves covenant with the Purchaser **THAT** notwithstanding any act, deed or thing whatsoever, by the Vendors or by any of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the Vendors had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said portion hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid **AND** that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold, possess

and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendors lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors-in-title **AND THAT** free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Vendors having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done, executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required **AND FURTHERMORE THAT** the Vendors

and all their heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendors or any breach of the covenants herein contained.

**THE SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** piece or parcel of land containing an area of 3 (Three) cottahs and 5 (Five) chittacks be the same a little more or less **TOGETHER WITH** temporary structure having cemented floor covered with tin shed roof comprised in Dag No.6281 (now 4431), Khatian No.932, R.S.Khatian No. 115, J.L.No. 17, Ward No. 1, Mouza - Krishnapur, Police Station - Rajarhat, A.D.S.R. - Cossipore, Dum Dum, Bidhan Nagar Municipality in the District of 24-Parganas (North) delineated in the map or plan hereto annexed and thereon bordered in **RED OR HOWSOEVER OTHERWISE**, butted and bounded in the manner following :

- ON THE NORTH** : By Acquired land of Salt Lake City;  
**ON THE SOUTH** : By part of Dag No.6281 (now 4431);  
**ON THE EAST** : By R.S.Dag No.4402; and  
**ON THE WEST** : By part of Dag No.6281 (now 4431).

**IN WITNESS WHEREOF** the Vendors 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 said **VENDORS** at Kolkata in the presence of :

**SIGNED, SEALED & DELIVERED**

by the said **PURCHASER** at Kolkata in the presence of :



**RECEIVED** of and from the withinnamed Purchaser the withinmentioned sum of Rs.1,35,00,000/- (Rupees One crore Thirty Five lacs) only being the consideration in full as per Memo below: Rs.1,35,00,000/-

**MEMO OF CONSIDERATION**

**TOTAL :** Rs.1,35,00,000/-

**(Rupees One crore and Thirty Five lacs) only.**

**WITNESSES :**

1.

2.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 19  
Page from 404 to 434  
being No 05194 for the year 2012.



*Ad*

(Abani KumarDey) 03-May-2012  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal