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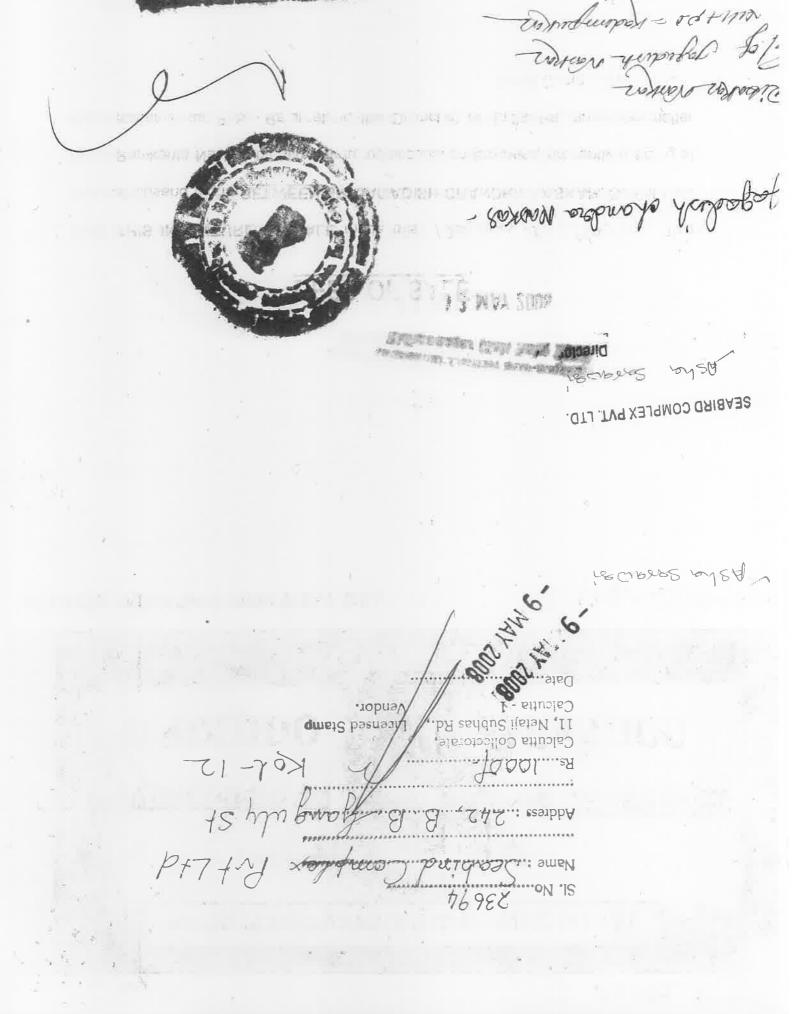
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AND AND THE PARTY OF THE PARTY

DEED OF SALE MAY 2006



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hereinafter referred to as the "VENDOR" (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executor, administrator, legal representative and assign) of the ONE PART:

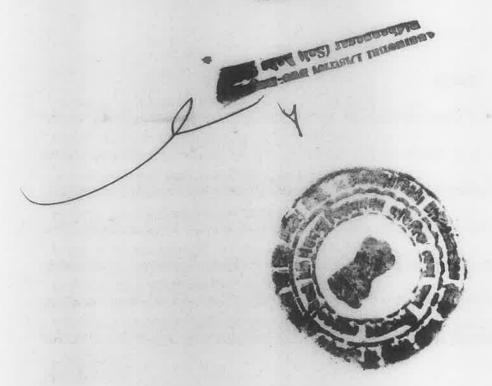
AND

M/S. SEABIRD COMPLEX PVT. LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, represented by its Director Smt. Asha Sarawgi, Wife of Sri Dilip Kumar Sarawgi, having its Office at 242, B.B. Ganguly Street, Second Floor, Kolkata-700 012, hereinafter referred to as the "PURCHASER" (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their successors-in-interest, executors, administrators, representatives and assigns) of the OTHER PART:

WHEREAS:

Aksir Ahmed, Nur Mohammad Mondal, Dil Mohammad Mondal, Lal Mohammad Mondal, Mojamell Haque, Abadat Ali Mondal, Sahida Khatun and Moharam Bibi were well absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the property by virtue of Muslim Law of Inheritance and Settlement Record of Rights measuring an area of 19 Satak be the land a little more or less comprised in R.S. Dag No.-1236, under C.S. Khatian No.-310/1 under R. S. Khatian No.-320 within L. R. Khatian No.-542, J.L. No.-25, R.S. No.-

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83, Touzi No.-2583, 2584 of Mouza-Kadampukur, under Rajarhat Police Station in the District of North 24-Parganas fully described in the Schedule thereunder written.

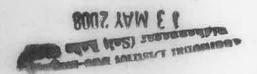
AND WHEREAS:

While seized and possessed the said land by Aksir Ahmed, Nur Mohammad Mondal, Dil Mohammad Mondal, Lal Mohammad Mondal, Mojamell Haque, Abadat Ali Mondal, Sahida Khatun and Moharam Bibi collectively sold, transferred and conveyed the said land measuring about 19 Satak more or less in Mouza- Kadampukur under R.S. Dag No.-1236 to the Vendor herein Sri Jagadish Chandra Naskar together with his brother Sri Jatindra Nath Naskar, since deceased against certain amount of consideration money by virtue of a Bengali Kobala dated 15th day of July, 1985 in the Office of the Addl. District Sub-Registrar, Bidhannagar, (Salt Lake City) and recorded in Book No.-I, Volume No.-100 (F), Pages from 491 to 498, Being No.-5362 for the year 1985 and became the absolute Owner thereof duly mutated the name of Jagadish Chandra Naskar in the Settlement Records and recorded Owner of 3750 satansha i.e., .07 Satak be the same a little more or less and paid the relevant taxes upto date

AND WHEREAS:

While seized and possessed by the said Sri Jagadish Chandra Naskar the Vendor herein due his personal lawful reasons agrees to sell, transfer, convey the said Sali land measuring about 0.07 Satak be the same a little more or less

Contd.....P/4





comprised in R.S. Dag No.-1236 under L.R. Khatian No.-215/2 at Mouza-Kadampukur, J.L. No.-25, R.S. No.-83 within Patharghata Gram Panchayet, P.S.- Rajarhat in the District of North 24-Parganas against certain amount of consideration money mentioned hereinafter.

AND WHEREAS

After knowing the same the Purchaser herein M/s. Seabird Complex Pvt. Limited, represented by its Director approached the said Vendor herein Sri Jagadish Chandra Naskar to sell, transfer, convey the said Sali land measuring about 0.07 Satak more or less morefully and particularly described in the Schedule hereunder at or for a price of Rs. 12,00,000/- (Rupees Twelve Lakhs) only.

AND WHEREAS:

- 1) The Vendor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring about 0.07 Satak more or less lying and situated at Mouza- Kadampukur, J.L. No.- 25, R.S. Dag No.-1236, R.S. No.-83, L. R. Khatian No.- 215/2, P.S.- Rajarhat, District North 24 Parganas and more particularly described in the Schedule hereunder written.
- 2) The Vendor has agreed to sell the said property to the Purchaser Company at the full and final consideration of Rs. 12,00,000/- (Rupees Twelve Lakhs) only.

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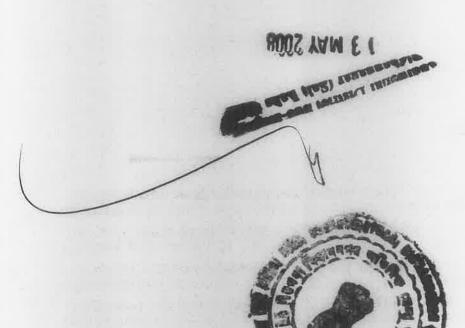




3) The Purchaser Company requested the Vendor to execute these presents, which he has agreed to do.

NOW THIS DEED WITNESSETH: in pursuance of the full and final consideration of the sum of Rs. 12,00,000/- (Rupees Twelve Lakhs) only paid on or before the execution of these presents, by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits and acknowledge), the Vendor doth hereby convey and transfer by way of sale unto the purchaser all that piece and parcel of land measuring about 0.07 Satak more or less situated at Mouza -Kadampukur, under R. S. Dag No.-1236, under L.R. Khatian No.-215/2 presently under Addl. District Sub-Registrar, Bidhanagar, Salt Lake, and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the common passages, things attached thereto and all the privileges. easements, profits, advantages, rights and appurtenances whatsoever to the said land or any part thereof belonging or anywise appertaining thereto and ALL the estate, rights, title, interest, use possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land here by conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and for ever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable

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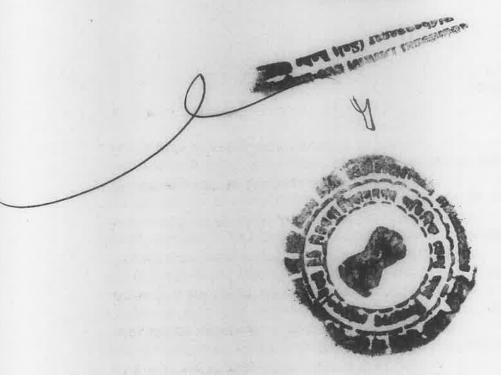
and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the other authority of Kolkata or any other public body or local authority in respect thereof.

AND the Vendor doth hereby covenant with the Purchaser Company that,

- 1. The Vendor now has in himself good right, full power and absolute authority to convey and transfer by way of Sale the said piece and parcel of land hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and the Schedule property is free from all encumbrances, attachments, liens, mortgages, charges etc.
- 2. The Vendor declare that no notice being served and / or issued under the Public Demand Recovery Act, on the Vendor not any such notice has been published and the Vendor has not yet received any notice of requisite on and / or requisition of the property described in the Schedule hereinafter written.
- 3. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Vendor or his successors or any of them or by any person or persons claiming or to claim, from under or in trust for him or any of him;

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13 WAY 2008

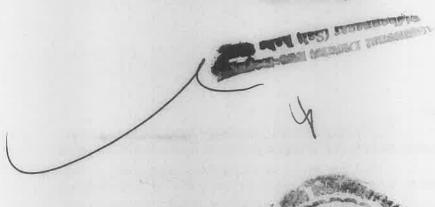


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- 4. The Vendor deliver this day khas possession of the said land along with the relevant original documents of right, title and interest, possession unto the Purchaser and the Purchaser shall hold the said land free and clear and freely and clearly and absolutely acquitted, exonerated, and forever released and discharged or otherwise by the Vendor as well as sufficiently saved, defended, kept harmless and indemnified of , from and against all former and other estates, titles, charges and encumbrances whatsoever had, made executed occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by from, under or in trust for him;
- 5. The Vendor and all persons having or claiming any estate, right, title, or interest in said land, hereby conveyed or any part thereof by from, under or in trust for the Vendor or his successors, executors, administrators and assigns or any of him shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and execute all such further and other lawful acts, deeds, things conveyances and assurances in the law whatsoever for the better and more perfectly and absolutely granting the said land and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser their successors-in-office, executors, or administrators and assigns shall be reasonably required without any further monetary consideration.

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6. The Purchaser after becoming the Owner of the land hereby sold, have right to transfer the same by way of sale, gift, mortgage, develop etc. shall get their name mutated in the B.L. & L.R.O. authority and Municipality and pay tax to the concerned authority in respect of their land, which will be assessed by the tax Authority time to time.

SCHEDULE OF THE LAND ABOVE REFERRED TO

ALL THAT Piece and Parcel of Sali land measuring about 0.07 Satak be the same little more or less lying and situate at Mouza- Kadampukur, J. L. No.-25, R.S. Dag No.-1236, under L. R. Khatian No.- 215/2, R. S. No.- 83, P. S. Rajarhat, in the District of North 24- Parganas, within local limits of Pathar Ghata Gram Panchayet, delineated clearly in the plan annexed and bordered 'Red', within the present jurisdiction of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, together with all common passages, easementary rights, with electricity, water, sewerage connection etc. The proportionate annual rent is payable to the Government of West Bengal represented by the Collectorate of North 24-Parganas, butted and bounded by:

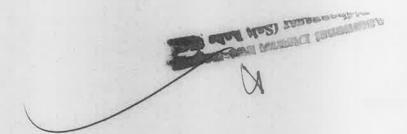
ON THE NORTH : By R.S. Dag No.-1238;
ON THE SOUTH : By R.S. Dag No.-1270;

ON THE EAST By R.S. Dag No.-1237;

ON THE WEST By R.S. dag No.-1235;

Contd......P/9

3 MAY 2006





IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures on the day month and year first above written.

SIGNED AND DELIVERED by the PARTIES

At KOLKATA in the presence of

WITNESSES :	
1. frymb Mosel will formin p.s. W.L. ~	
2. Dipokan Naskan (agadish chandra warkas.
2. Dibakas Naskas (VILLEPO = Kadampukas PS = Royalbut	SIGNATURE OF THE VENDOR

SEABIRD COMPLEX PVT. LTD.

SIGNATURE OF THE PURCHASER

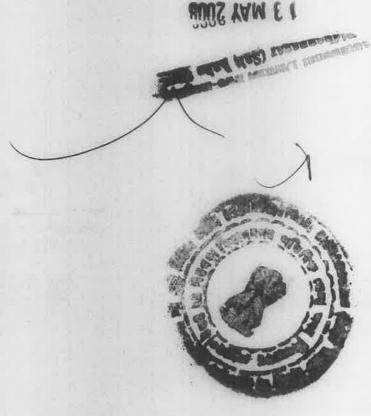
Drafted by:

Joy Jeep Jas

Advocate

High Court, Calcutta.

Typed by:



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RECEIPT

RECEIVED of and from within named Purchaser the within mentioned sum of Rs. 12,00,000/- (Rupees Twelve Lakhs) only being the full and final Consideration Money for the said vacant land.

MEMO OF CONSIDERATION

Paid by Cheque dated 16.04-08

Rs. 12,00,000.00

(Rupees Twelve Lakhs) only.

Rs. 12,00,000.00

WITNESSES:

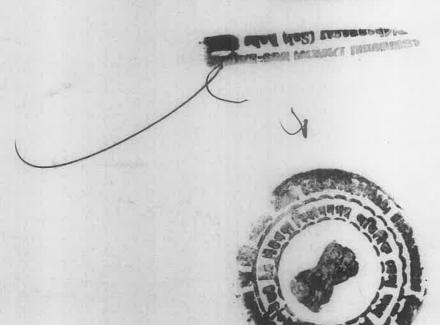
1) Martin Man

2) Dibakon Namon

gogadish chambra Naskas -

SIGNATURE OF THE VENDOR

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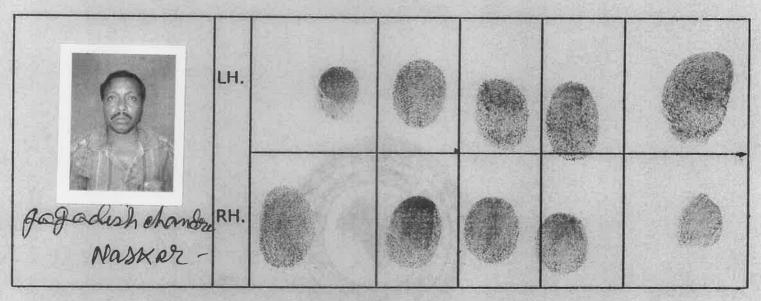
SIGNATURE OF THE PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS



ATTESTED: Asha Safawan



ATTESTED: gagadish cham doza Naskez

	LH.			
РНОТО	RH.			

ATTESTED :-



SITE PLAN OF R.S. DAG NO. 1236, R.S. KHATIAN NO. L.R. KHATIAN NO. AT MOUZA KADAM PUKUR J.L. NO-25 R.S. NO. 83 P.S. RAJAR HAT DIST. NORTH 24 PARGANAS SCALE 40'0" NINCH. PURCHASER SOLD BY.

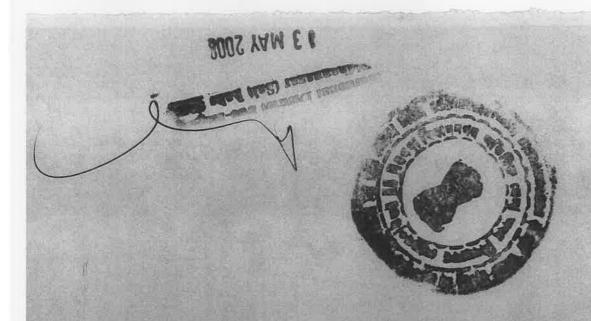
SEABIRD COMPLEX PVT. LTD.

Asha Sangiosi Director

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gagadishehandre Naskas -

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STATUTE COMMERCES IN

Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :I-06142 of :2008 (Serial No. 04993, 2008)

On 13/05/2008

Admissibility(Rule 43)

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

Payment of Fees:

Fee Paid in rupees under article: A(1) = 13189/- on:13/05/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1200000/-

Certified that the required stamp duty of this document is Rs 60000 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

Deficit stamp duty: 1.Rs 44000/- is paid by the draft no. :252755, Draft date:09/05/2008, Bank name:STATE BANK OF INDIA, Dalhousie Square, recieved on :13/05/2008. 2.Rs 15100/- is paid by the draft no. :252858, Draft date:12/05/2008, Bank name:STATE BANK OF INDIA, Dalhousie Square, recieved on :13/05/2008.

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

Presented for registration at 13.13 on :13/05/2008,at the Office of the A. D. S. R. BIDHAN NAGAR by Asha Sarawgi,one of the Claimants.

Admission of Execution(Under Section 58)

Execution is admitted on: 13/05/2008 by

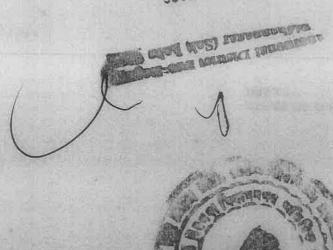
- 1. Jagadish Ch Naskar, son of Late Ramakanta Naskar, Kadampukur, Thana Rajarhat, Pin ..., By caste Hindu, by Profession: Business
- 2. Asha Sarawgi, wife of Dilip Kr Sarawgi,242, B B Ganguly St, Thana, Pin 700012, By caste Hindu, by
- 3. Asha Sarawgi,Representative,M/s Seabird Complex Pvt Ltd,242, B B Ganguly St,Kolkata 12,Kolkata 12,

profession :---Identified By D Naskar, son of J Naskar Kadampukur Kolkata 700135 Thana: ..., by caste Hindu, By Profession :Business.

[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR

Govt. of West Bengal

Page: 1 of 1



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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A. D. S. R. BIDHAN NAGAR, District- North 24-Parganas Signature / LTI Sheet of Serial No 04993 / 2008 Document Number (I -06142,2008)

I . Signature of the Presentant

Signature with date
Asha Soroander

SI No	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Asha Sarawgi PS 242, B B Ganguly St Kolkata	Self		LTI	Asha Sarrawsi
2.	Asha Sarawgi PS 242, B B Ganguly St Kolkata	Self		LTT	Asha Sarawai
3.	Jagadish Ch Naskar PS - Rajarhat Kadampukur 24 Pgs North	Self	G	LTI	jagalish chandra Nas
DN	me of Identifier of above Per laskar Kadampukur Kolkata	son(s)			e of Identifier with Date

(Nurul Amin Khan)

ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR

Page 1 of 1 13-05-2008

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60 CHARLES OF THE CONTROL OF THE CONTRO

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 7618 to 7633 being No 06142 for the year 2008,



(Nurul Amin Khan) 15-May-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal