भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

(Rs.1000

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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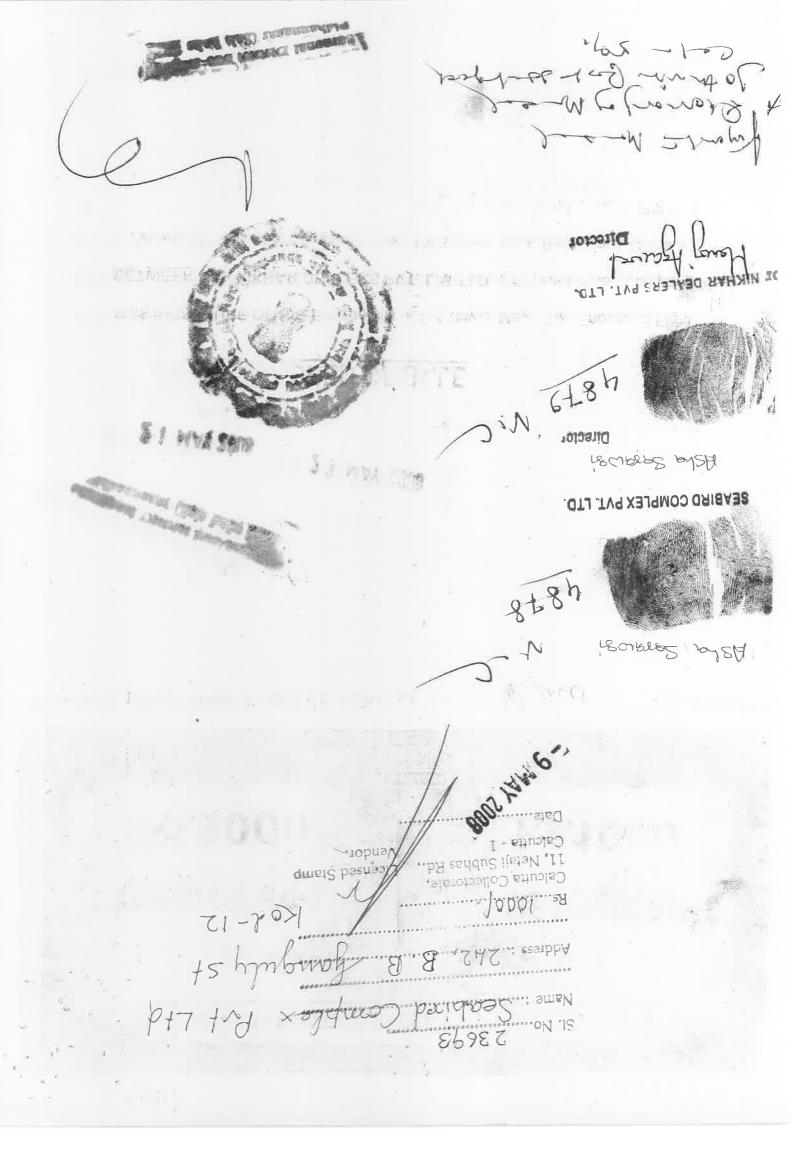
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23 MAY 2008

DEED OF SALE

THIS INDENTURE OF SALE made this 21st day of May, Two Thousand Eight BETWEEN M/S. NIKHAR DEALERS PVT. LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at

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Officer at P-34, India Exchange Place, Fourth Floor, Kolkata-700 001, represented by its Director SRI MONOJ KUMAR AGARWAL, hereinafter referred to as the "VENDOR" (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) 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:

One Smt. Astomoni Dasi @ Asta bala Naskar of Kadampukur, P.S.-0 Rajarhat in the District North 24-Parganas was the exclusive Owner and possessor in respect of ALL THAT piece and parcel of land measuring 20 Satak be the same a little more or less lying and situate at Mouza - Kadampukur, J.L. No. -25, R.S.

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No.-83, Touzi Nos.-1583, comprised in R.S. Dag No.-1270 under L.R. Khatian No.-60, within the local limit of Patharghata Gram Panchayet, P.S.- Rajarhat within the jurisdiction of Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, by virtue of record of rights, which is morefully described in the Schedule hereunder written.

AND WHEREAS:

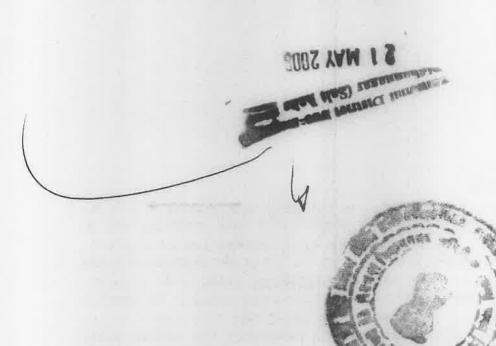
While seized and possessed the said land by Smt. Asto Moni Dasi @ Asta Bala Naskar paid the relevant taxes upto date and due to her personal lawful reasons sold, transferred, conveyed the same by virtue of a Deed of Conveyance dated 29th day of October, 2007 registered at the Office of the District Registrar, Barasat recorded in Book No.-I, Being No.-1407 for the year 2008 in favour of the Vendor herein M/s. Nikhar Dealers Pvt. Limited against consideration of ALL THAT piece and parcel of land measuring an area 20 Satak more or less comprised in R.S. Dag No.-1270 under L.R. Khatian No.-60 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.

AND WHEREAS:

While seized and possessed by the said Vendor M/s. Nikhar Dealers Pvt. Limited, by a Board Resolution the said M/s. Nikhar Dealers Pvt. Limited resolved unanimously to sell the said land and Sri Monoj Kumar Agarwal, M.D. of that Company duly appointed to execute the Deed of Sale and to do all

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necessary works for registration of the same.

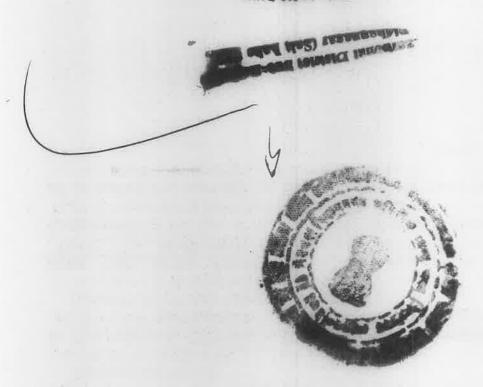
AND WHEREAS the said M/s Nikhar Dealers Pvt. Limited declares to sell part of the said land measuring about 10 Satak out of the total land of 20 Satak more or less and the Purchaser herein M/s. Seabird Complex Pvt. Limited, agreed to purchase the said part of land measuring about 10 Satak more or less morefully and particularly described in the Schedule hereunder at or for a price of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only.

AND WHEREAS:

- 1) The Vendor herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring about 10 Satak more or less out of 20 Satak lying and situated at Mouza- Kadampukur, J.L. No.- 25, R.S. Dag No.-1270, R.S. No.-83, L. R. Khatian No.- 60, P.S.- Rajarhat, District North 24 Parganas and more particularly described in the Schedule hereunder written.
- 2) The Vendor Company have agreed to sell the said property to the Purchaser Company at or for a full and final consideration of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only.
- 3) The Purchaser Company requested the Vendor Company to execute these presents, which they have agreed to do.

NOW THIS DEED WITNESSETH: in pursuance of the full and final consideration of the sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only paid on or before the execution of these presents, by the Purchaser to the Vendor

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(receipt whereof the Vendor hereby admits), the Vendor doth hereby convey and transfer by way of sale unto the purchaser all that piece and parcel of undivided land measuring about 10 Satak more or less situated at Mouza- Kadampukur, under R. S. Dag No.-1270 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 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 Company doth hereby covenant with the Purchaser Company that:

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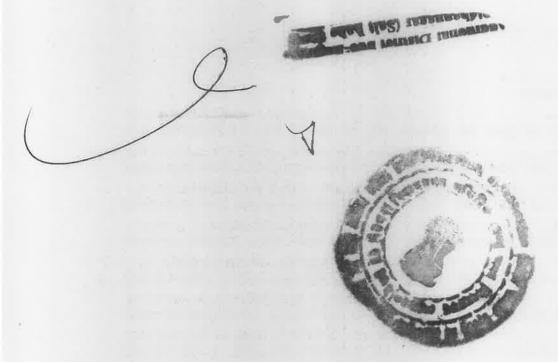


authority to convey and transfer by way of Sale the said piece and parcel of land hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and the Schedule property is free from all encumbrances, attachments, liens, mortgages, charges etc.

- 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 have 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 their successors or any of them or by any person or persons claiming or to claim, from under or in trust for them or any of them;
- 4. The Vendors 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,

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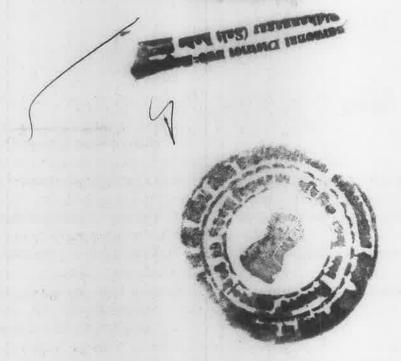
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other estates, titles, charges and encumbrances whatsoever had, made executed occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by from, under or in trust for them;

- 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 their successors, executors, administrators and assigns or any of them 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 heirs, successors, executors, or administrators and assigns shall be reasonably required without any further monetary consideration.
- 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.

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SCHEDULE OF THE LAND ABOVE REFERRED TO

ALL THAT Piece and Parcel of undivided Sali land measuring about 10 Satak be the same little more or less out of 20 Satak lying and situated at Mouza-Kadampukur, J. L. No.-25, R.S. Dag No.-1270, Touzi No.-1583, L. R. Khatian No.- 60, R. S. No.- 83, under 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.-1236;

ON THE SOUTH

By R.S. Dag No.-1269;

ON THE EAST

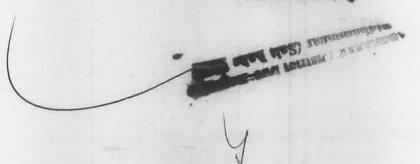
By R.S. Dag Nos.-1267 & 1237;

ON THE WEST

By R.S. Dag No.-1271;

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

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SIGNED AND DELIVERED by the PARTIES

At KOLKATA in the presence of :

WITNESSES :

1. John Marsel

for forther Post south

give corr sq

2. Summ or agenores.
1. Bosidish indian st.
20169

FOR NIKHAR DEALERS PVT. LTD,

Hang Italian.

Director

SIGNATURE OF THE VENDOR

Drafted by:

Joyderp Jan

Advocate

High Court, Calcutta.

Typed by:

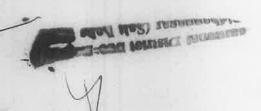
SEABIRD COMPLEX PVT. LTD.

Asha Sarawai

Director

SIGNATURE OF THE PURCHASER

SI MAY 2008





RECEIPT

RECEIVED of and from within named Purchaser the within mentioned sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only being the full and final Consideration Money for the said vacant land.

MEMO OF CONSIDERATION

1) Paid by cheque No - 420233 dated 05-05-08 Draws on united Bank of India, C.R. Avenue

Rs. 9,00,000:00

27 paid by cheque No. - 420234 dated 05-05-08 Draws on Usited Bank of Isodia, C.R. Avenue Rs. 9,00,000'00

(Rupees Eighteen Lakhs) only.

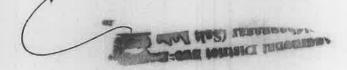
Rs. 18,00,000.00

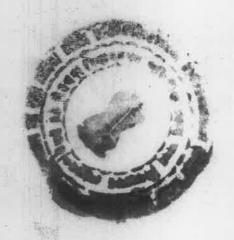
WITNESSES:

FOR NIKHAR DEALERS PVT. LTD.

SIGNATURE OF THE VENDOR OF

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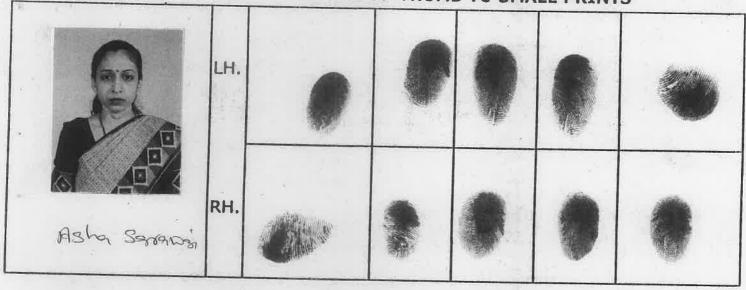




SIGNATURE OF THE PRESONTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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 Sarawai

Maroj Agaurs.	LH.		of.	
	RH.			

ATTESTED :- FOT NIKHAR DEALERS PYT. LTD.

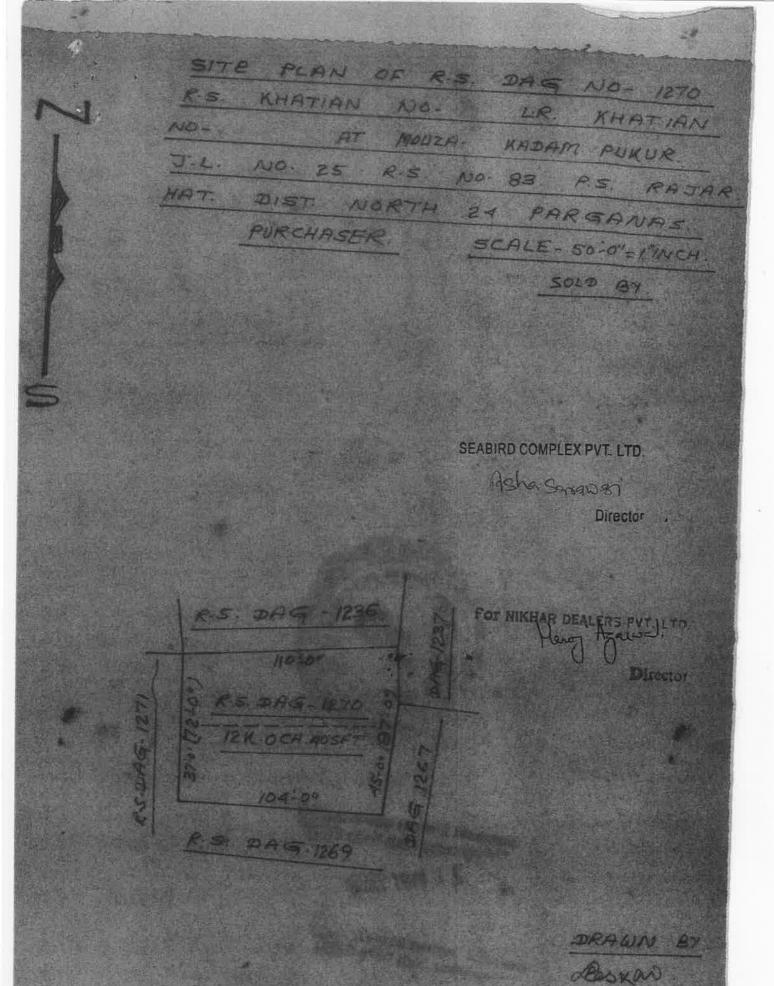
Against.

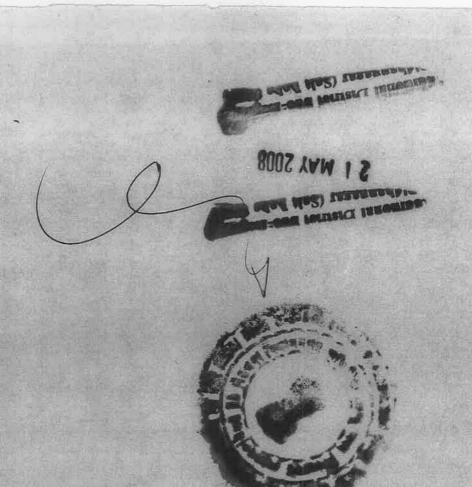
Director

РНОТО	LH.	
	RH.	

ATTESTED :-







SEASOND COMPLEX PVT 1710

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

Endorsement For deed Number :1-06651 of :2008 (Serial No. 05446, 2008)

Ch 21/05/2008

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

Presented for registration at 18,00 hrs on :21/05/2008,at the Private residence by Asha Sarawgi, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 21/05/2008 by

1. Monoj Kr. Agarwal, Director, M/s. Nikhar Dealers Pvt. Ltd., P-34, India Exchange Place 4th, Kolkata-700001, Kolkata-700001, profession: Others

2. Asha Sarawgi, Director, M/s. Sea Bird Complex Pvt. Ltd., 242, B. B. Ganguly St., Kolkata-700012, Kolkata-700012, profession: Others

Identified By Jayanta Mondal, son of Dhananjay Mondal Jothbhim Kolkata 700059 Thana: , by caste Hindu, By Profession :Others.

Name of the Registering officer: Nurul Amin Khan Designation: ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/05/2008

Certificate of 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. 10.00/-

Payment of Fees:

Fee Paid in rupees under article: A(1) = 19789/- on:23/05/2008

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-1800000/-

Certified that the required stamp duty of this document is Rs 90000 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

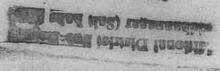
Deficit stamp duty 1.Rs 45100/- is paid, by the draft number 252855, Draft Date 12/05/2008 Bank Name STATE BANK OF INDIA

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

Govt. of West Bengal

Page: 1 of 2

23 MAY 2008





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

Endorsement For deed Number :I-06651 of :2008 (Serial No. 05446, 2008)

TO MAY 2002

Dalhousie Square, recieved on :23/05/2008. 2.Rs 44000/- is paid, by the draft number 252769, Draft Date 09/05/2008 Bank Name STATE BANK OF INDIA, Dalhousie Square, recieved on :23/05/2008.

Name of the Registering officer: Nurul Amin Khan
Designation: ADDITIONAL DISTRICT SUB-REGISTRAR

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

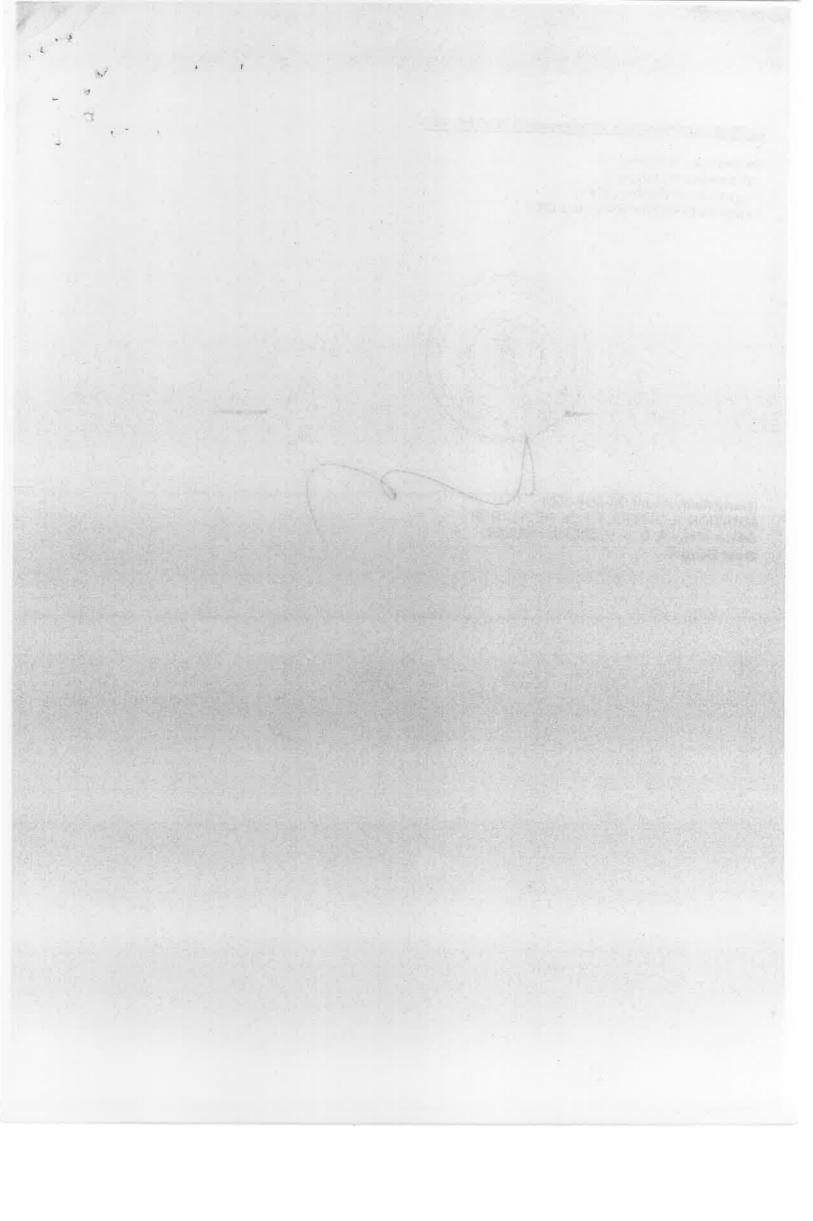
Govt. of West Bengal

Page: 2 of 2



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 17732 to 17747 being No 06651 for the year 2008.

(Nurul Amin Khan) 26-May-2008

ADDITIONAL DISTRICT SUB-REGISTRAR

Office of the A. D. S. R. BIDHAN NAGAR

West Bengal