

04466

R-04384/2014



18.12.14

Page 1 of 5

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Certified that the document is warranted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

R 766939

R 9753/m

THIS INDENTURE made this 13th day of June in the year Two-Thousand Fourteen

Dist. Alipore
Registrar of
Registration Act 1908
Alipore, South 24 Parganas

16 JUN 2014 BETWEEN

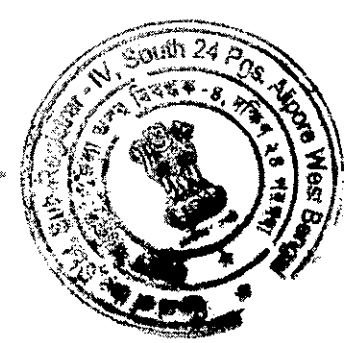
13 JUN 2014

MALLABHUM HUMAN RESOURCE DEVELOPMENT TRUST, a registered Trust founded in Indian in the year 1999 and created by a Deed of Trust duly registered at the office of the Registrar of Assurances, Kolkata, recorded in Book No. IV, Being No. 2434 for the year 1999, represented by its present Trustee Chairman SRI DIGBASAN BANERJEE son of Radharaman Banerjee, having Income Tax Permanent Account No. (PAN) "AEMPB4567K", by Caste – Hindu, residing at 3, Suren Tagore Road, Police

ক্রমিক নং: 3940 তারিখ: 27-05-14
 বলা: ARUN KUMAR BHAUMIK
 পেশা: Advocate
 স্থান: Calcutta High Court
 ভেতর: Rangeto Pal
 লাইসেন্স নং: ...
 কাশিপুর ...

স্বাক্ষরিত: ...
 সাক্ষরিত: ...

সাক্ষরিত: ...
 23 MAY 2014
 25 0000



L-84/111

Sunil Gadia



1782

13 JUN 2014

District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Allgore, South 24 Parganas
 13 JUN 2014

For Meridian Devcon Pvt Ltd.

Sunil Gadia
 Director



1783

13 JUN 2014

Digbaran Banerjee

CHAIRMAN
 Malchhram ...
 Govt ...

Digitally signed by
 Digbaran Banerjee
 Mr. Digbaran



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04384 of 2014
(Serial No. 04466 of 2014 and Query No. 1604L000009755 of 2014)

On 13/06/2014

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

Presented for registration at 18.00 hrs on :13/06/2014, at the Private residence by Sunil Gadia , one of the Executants.

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

Execution is admitted on 13/06/2014 by

1. Digbasan Banerjee
Trustee Chairman, Mallabhum Human Resource Development Trust, 3 Suren Tagore Rd, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
, By Profession : Others
- 2: Sunil Gadia
Director, Meridian Devcon Pvt Ltd, Meridian Plaza 209 C R Avenue, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
, By Profession : Business
3. Sanjay Kumar Sharda
Director, Malinath Trading Pvt Ltd, B/13 Central Plaza 41 Bipin Behari Ganguly St, District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Others

Identified By Dipak Kumar Das, son of . , Alipore, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 16/06/2014

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, 4, 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 68844/- is paid , by the draft number 792868, Draft Date 13/06/2014, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 16/06/2014

(Under Article : A(1) = 59323/- B = 9482/- E = 7/- , H = 28/- I (b) = 4/- on 16/06/2014)

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.-53,94,000/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
Endorsement Page 1 of 2

16/06/2014 17:21:00





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04384 of 2014
(Serial No. 04466 of 2014 and Query No. 1604L000009755 of 2014)

Certified that the required stamp duty of this document is Rs.- 323651 /- and the Stamp duty paid as:
Impressive Rs.- 100/-

Deficit stamp duty


Deficit stamp duty Rs. 323560/- is paid , by the draft number 792848, Draft Date 12/06/2014, Bank :
State Bank of India, NAGERBAZAR DUM DUM, received on 16/06/2014

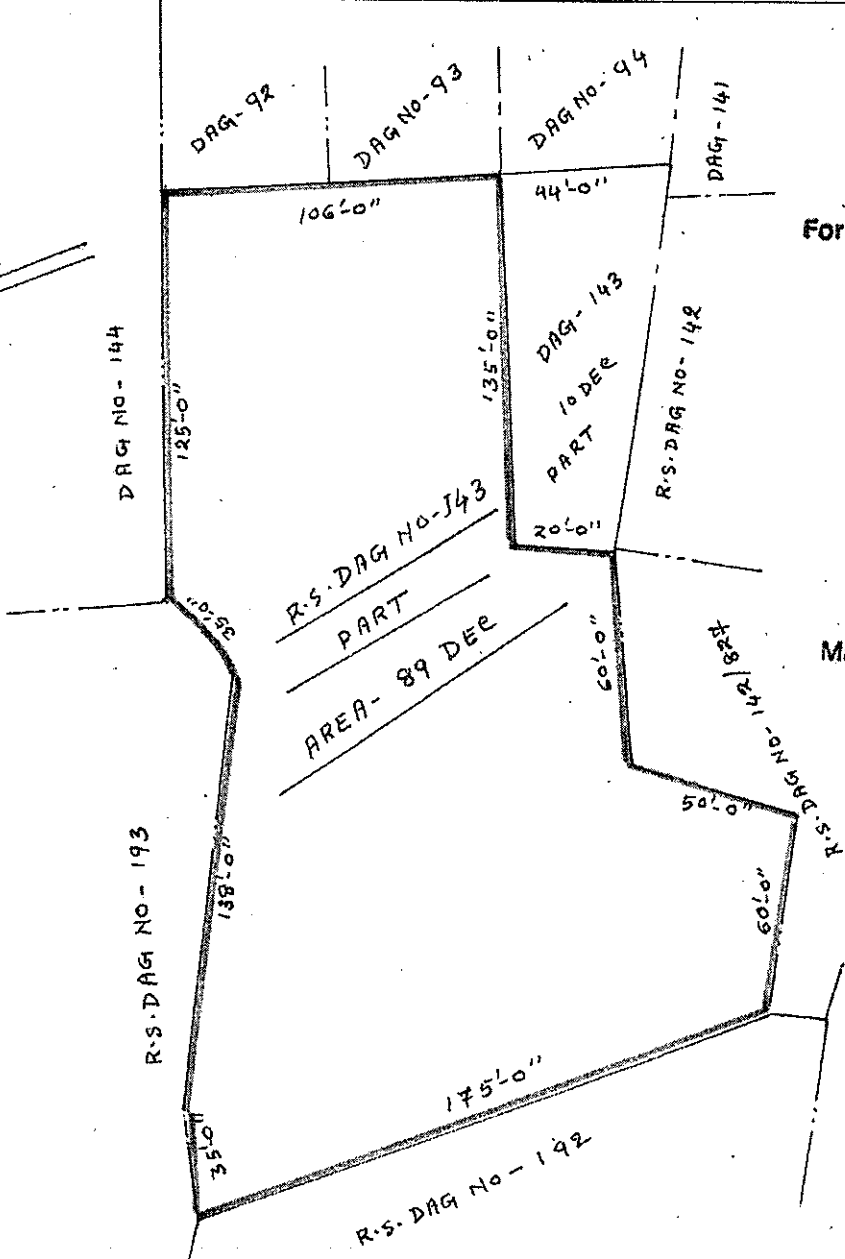
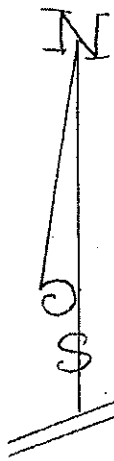
(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV




(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



PLAN OF A PART OF R.S. DAG NO- 143 AT
 MOUZA- SULTAN PUR, J.L NO- 16, P.S- BARUIPUR
 DIST- 24 PGS(S), UNDER MALUICK PUR GRAM
 PANCHAYET, AREA OF LAND- 89 DEC SHOWN
 IN RED BORDER,  SCALE : 1" = 50'0"



For Meridian Devcon Pvt. Ltd.

Sunil Gupta
 Director

Malinath Trading Private Limited

Lalim Kumar Sharda
 Director

DRAWN BY

Pranav Pahalwan

Digbaran Barjei

CHAIRMAN
 Mallabhum Human Resource
 Development Trust

Surveyor General, Chandigarh
 Dist. Board, Chandigarh
 L. No. 510/23



Station – Gariahat, Kolkata – 700 019, Indian Citizen, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators and agents) of the **FIRST PART**.

AND

MERIDIAN DEVCON PVT. LTD; a private limited company, having Income Tax Permanent Account No. (PAN) "**AAHCM1792M**", having its office at "Meridian Plaza", 4th floor, 209, C.R. Avenue, Kolkata – 700 006, represented by its Director viz; **SRI SUNIL GADIA** son of Ratan Lal Gadia, having Income Tax Permanent Account No. (PAN) "**AFOPG2202F**", by faith – Hindu, by Occupation – Business, residing at CF-71, Salt Lake City, Kolkata – 700064, Indian Citizen, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its respective successors-in-interest, agents and assigns) of the **SECOND PART**.

AND

MALINATH TRADING PVT. LTD; having Income Tax Permanent Account No. (PAN) "**AAECM1558L**", a company incorporated under the Companies Act, 1956 having its registered office at B/13 2nd Floor, Central Plaza, 41, Bipin Behari Ganguly Street, Kolkata – 700 012, represented by its Director **SRI SANJAY KUMAR SHARDA** son of Late Kameshwar Prasad Sharda, having Income Tax Permanent Account No. (PAN)



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Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

"AHWPS4375Q", by Cast – Hindu, by Occupation – Business, residing at P.O. Barajamda, in the District of Singhbhum (W), Pin – 833221, Jharkhand, Indian Citizen, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its respective successors-in-interest, agents and assigns) of the **THIRD PART**.

WHEREAS

- A. By a Deed of Conveyance dated 01.08.2008 registered on 06.08.2008 registered at the office of the Addl. District Sub-Registrar Baruiipur, copied in Book No. 1, CD Volume No. 14, Pages 453 to 465, Being No. 04531 for the year 2008, Sri Sailendra Nath Dutta, sold, transferred and conveyed to Mallabhum Human Resource Development Trust, ALL THAT piece or parcel of land measuring an area 99 Satak out of 99 Satak comprised in R.S. Dag No. 143 under Khatian No. 129, L.R. Khatian No. 564, at Mouza – Sultanpur, Police Station – Baruiipur, within the limits of Mallikpur Gram Panchayet, J.L. No. 16, R.S. No. 47, Touzi No. 250, in the District of 24-Parganas (South), morefully and particularly described in the schedule thereunder written.
- B. After the said purchase Mallabhum Human Resource Development Trust, duly recorded its names in the records of B.L. and L.R.O. under L.R. Khatian No. 798.
- C. Mallabhum Human Resource Development Trust, the Vendor herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 99 Satak out of 99 Satak comprised in R.S. Dag No. 143



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Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

under L.R. Khatian No. 798, at Mouza – Sultanpur, Police Station – Baruipur, within the limits of Mallikpur Gram Panchayet, J.L. No. 16, R.S. No. 47, Touzi No. 250, in the District of 24-Parganas (South), morefully and particularly described in the schedule hereunder written and enjoying the same with good right absolute power of ownership and has every right to transfer the same to anybody in anyway.

D. The said vendor did purchase the said land for establishing educational institution but for various reasons it has not been able to set up educational institution at the said land or to make any purposeful use thereof within the scope of its objects.

E. The said vendor is having also several other adjoining plots of lands (which it acquired for establishing Educations Institution) and has not been yet used the purpose of for obtaining its objects.

F. By an agreement dated 3rd May 2014 made the said vendor and the said MERIDIAN DEVCON PRIVATE LTD being the said Confirming party the said Vendor has agreed to Sell and the said Confirming party agreed to purchase All those pieces and parcels of Sali Lands measuring an area of 1075, 427 Satak (more or less) comprised in R.S. Dag No. 76(P), 82, 84, 85(P), 86P, 88, 89, 92, 93(P), 94, 95, 96, 97(P), 139, 140, 141, 142, 142/827, 143, 144, 145, 146, 147, 147/854, 148, 148/855, 149(P), 161, 165, 194, 195, 196, 198, 202(P), 203, 211/856, 214(P), 215(P), under L.R. Khatian Nos. 795, 796, 797, 798 and others at Mouza – Sultanpur, Police Station – Baruipur, within the limits of Mallikpur Gram



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Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Sowah 24 Parganas
13 JUN 2014

Panchayet, J.L. No. 16, in the District of 24-Parganas South as fully described in the Schedule thereunder written at the price of Rs. 84,000/- (Rupees eighty four thousand) only per cottah and the Vendor contended that the said Vendor is the absolute owner of the said respective plots of lands (property) free from all encumbrances, mortgages, charges, leases, liens, lispendens, attachments, debutters trusts, uses bargadars, claims, demands, acquisitions requisition, alignment and liabilities and that the said vendor, has been, eversince it acquired the respective plots, in physical vacant possession thereof and has been exercising its right of ownership and possession without any let, hinderance or objection and that there was no water bodies or pond or wet land in the said entire lands or any part thereof AND the parties agreed to the several terms and conditions therein contained.

G. The said Confirming party has appointed the said purchasers to purchase the said lands as its Nominees and the said Vendor has agreed to Sell and transfer the said lands in favour of the said purchasers on the terms and conditions contained in the said agreement dated 3rd May 2014, in one or more lots.

H. It has been agreed that accordingly the vendor would hereby sell and the confirming party would hereby confirm and the purchaser would hereby purchase All that piece and parcel of Sali land containing 89 Satak more or less comprised in R.S. Dag No. 143, under L.R. Khatian No. 798, Mouza – Sultanpur, J.L. No. 16, P.S. Baruipur District 24-Parganas (South) morefully described in the Schedule hereunder written and delineated in red border on the plan hereto annexed at the price of Rs. 53,94,000/- (Rupees Fifty Three Lac Ninety Four




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Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

Thousand) only free from encumbrances attachments disputes acquisitions requisitions claim or Bargardar and or any restriction. (Be it noted that the Vendor will get Rs. 45,31,000/- & the Confirming Party will get Rs. 8,63,000/-).

- I. The said vendor has assured and represented into the purchaser that :-
 - (i) The said Vendor has been ever since purchasing the said land as aforesaid, in absolute khas possession control and enjoyment of the said land without any denial disturbances claim dispute etc. by any third party and has good right, full power and absolute right to sell the said land.
 - (ii) The vendor duly has paid the entire land revenue up to the year 2014 and the Vendor shall duly pay and remain responsible to pay the entire land revenue up to the date of sale and transfer the said property to the purchaser.
 - (iii) That the said Land is free from vesting under the West Bengal Land Reform Act, 1955 and the Vendor does not have the said land in excess of ceiling limit of holding land under the West Bengal Reform Act, 1955.
 - (vi) The said nature of land has always been and is still now "Sali" and the nature of said land has never been changed.
 - (v) Save with the said Confirming Party as herein stated, the vendor has not entered into any agreement for sale, mortgage, lease or transfer of the said land with any other person, and it has not received any consideration or
-




Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

advance money from any other person as part payment or otherwise in respect of the said land.

- (vi) There are no dispute / litigations in respect of the said land either initiated or pending in any Court nor threatened / to be initiated by third party.
 - (vii) The Vendor do not / does not suffer from any restraint / inability / restriction in selling the said land and no other persons or any authority has any right claim interest in the said land.
 - (viii) At or immediately before execution of the sale deed / conveyance of the said land, the Vendor shall give vacant and peaceful possession of the said land to the Purchaser.
 - (ix) The trustees of the said vendor have decided to sell the said land in the best advantage of the said vendor.
 - (x) The trustees of the vendor have not done any act which can be calculated to depreciate the value of the said Land or effect the rights of the purchaser.
 - (xi) The Trustees of the vendor have acted bonafide in deciding to sell the said land in as much as the trustees had pressing requirements to pay all its liabilities to its bankers, and it required funds also for undertaking the establishment of educational institution and for that purpose to acquire another suitable land.
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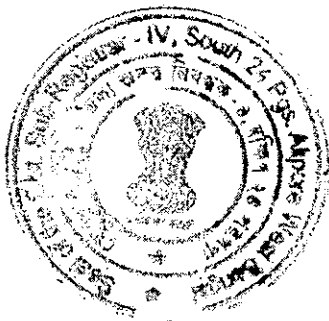


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Sub-Registrar-IV
U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

(xii) The Trustees have, in terms of the Deed of Trust dated 1st September 1999 duly registered in Book No. IV as being No.2434 for the year 1999 with Additional Registrar of Assurances III Calcutta have powers and authority to Sell portion or portions of the moveable and immovable properties of the Trust estate by also private contract at such price and on such terms relating to title or otherwise on all respects as they may in their absolute discretion think fit AND the Trustees have agreed to sell the said land to the Confirming Party in terms of the said agreement dated 3rd May 2014 in bonafide exercise of their authority.

(xiii) The Trustees of the vendor have fully satisfied themselves that the said sale price for the sale of the said land in terms hereof in favour of the purchaser is not below the price of similar land in the said locality and that the trustees have decided to sell the said land in a prudent manner without having any personal benefit out of the transaction and have acted with honest belief and faith and accordingly at a resolution of the Board of Trustees adopted at a meeting held on 5th April, 2014 it has been resolved by the said Board of Trustees of the vendor to sell the entire lands measuring 1075.427 Satak lying situate at Mouza Sultanpur to the said purchaser at a price of Rs. 84,000/- per cottah free from all encumbrances, charges mortgages, claims acquisitions, liabilities, requisitions etc.

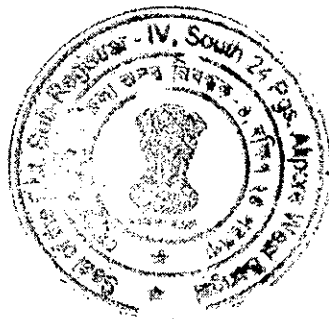
AND WHEREAS on the basis of the said representations and assurances the Vendor has agreed to sell and the confirming party has agreed to confirm and relying on




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Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

the correctness thereof and believing the same to be true and correct, the Purchaser has agreed to purchase the said land and pay consideration money and obtain the said deed thereof and complete the transaction of purchase the said land. AND accordingly in the premises the Vendor have agreed to grant this conveyance in favour of the purchasers in the manner hereinafter stated.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of **Rs. 53,94,000/-** (Rupees Fifty Three Lac Ninety Four Thousand) only well and truly to the Vendor paid by the purchaser at or with the execution of these presents (the receipt whereof the said Vendor do hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and discharge the said Purchaser and the said land) HE the said Vendor doth hereby absolutely and indefeasibly grant, convey transfer, sell assure release and assign unto and in favour of the Purchaser absolutely for ever free from all encumbrances, charges, claims, demands, liabilities, liens, trust, mortgages, lispendences, attachments, acquisitions requisitions, alignments and leases, ALL THAT piece or parcel of Safi land with rayat swatto containing an area **89 Satak** more or less comprised in R.S. Dag No. **143** under L.R. Khatian No. **798** lying situate within Mouza Sultanpur J.L. No. 16, R.S. No. 47 and Touji No. 250, within local limits of Mallikpur gram Panchayat within P.S. Baruipur District South 24-Parganas within A.D.S.R. Baruipur fully described in the Schedule hereunder written and shown within red border in the plan thereof hereto annexed and hereinbefore and hereinafter referred to as the said land **TOGETHER WITH** all the legal incidents thereof and **TOGETHER WITH** all easements, quasi-easements **AND** all the right title interest claim and demand whatsoever of the




Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

said vendor thereto AND also together with all easements privileges appurtenances appendages, liberties, rights thereof and TOGETHER WITH all original title deeds and muniments exclusively relating thereto and every part thereof TOGETHER WITH remainder or remainders and every part thereof TO HAVE AND HOLD the same absolutely and for ever as heritable and transferable estate free from all encumbrances, attachments, claims, demands, liabilities, mortgages, trusts, acquisitions, requisitions, alignments, restraints, restrictions leases whatsoever BUT subject to the payment of annual land revenue thereof from the date hereof.

The said Vendor doth hereby covenant with the said purchasers as follows:-

1. That notwithstanding any act deed matter or thing whatsoever by the said Vendor made done committed executed or intentionally or willingly made or suffered to the contrary, the said Vendor has full right title and interest and absolute ownership of the said land and the said Vendor is absolutely seized and possessed and is well and sufficiently entitled to the said land hereby grant sold transferred assigned assured released or expressed or intended so to be and every part thereof for good and perfect and absolute and indefeasible estate of inheritance in fee simple in possession without any of condition use trust or power of revocation or any restraint or restriction whatsoever to alter change defeat encumber revoke or made void the same save that the said land is and shall be subject to the payment of khajana from the date hereof.

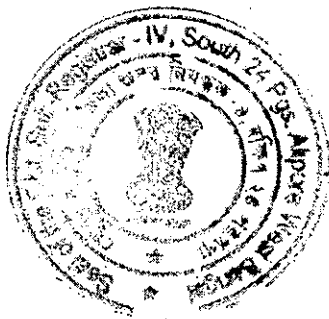


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Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

2. AND THAT it shall be lawful for the purchasers from time to time and at all times hereafter be acesably and quietly to hold enter upon use occupy possess and enjoy the said premises hereby granted conveyed sold transferred assigned and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any Suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or his successors or any person lawfully or equitably claiming or to claim by from under or in trust for them.

 3. AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs of the Vendor keep the said premises and the said Purchasers well and sufficiently saved defended kept harmless and indemnified from and against all and all manner of former and other estates titles troubles charges liens debts and encumbrances disputes whatsoever had, made, executed, occasioned or suffered by the Vendor and his predecessors-in-title.

 4. AND THAT the Vendor has not changed the nature and use of the land of the said premises AND that the said premises ever since the purchase thereof by the Vendor in khas possession use control and enjoyment of the Vendor without any interference claim dispute objections denial by any other person and also free from compulsory acquisition by the statutory authorities AND the Vendor had / has been paying land revenue etc and exercising rights of absolute ownership.
-



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Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

5. AND THAT the said Vendor shall always at the requests and costs of the Purchaser make do and register and cause to be made done and registered all such further acts deeds and things that shall be required for more perfectly assuring transferring selling conveying releasing and assuring the said premises in favour of the Purchasers as shall be from time to time be reasonably required by the Purchasers.

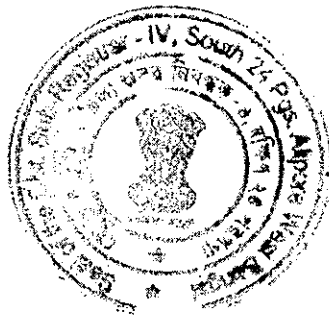
The said Confirming Party doth hereby confirm and accept the sale of the said law in favour of the purchasers free from any dispute or right of the Confirming Party And doth agree to make do and execute and cause to be made done and executed all acts deeds assurances and things as shall be reasonably required for perfecting the title of the purchasers.

THE SHCEULE ABOVE REFERRED TO:

All That piece or parcel of Sali Land with Rayat Swatto Bisistto containing an area **89 Satak** out of 99 Satak within Mouza Sultanpur situated Mallikpur Gram Panchayat, being J.L. No. 16, R.S. No. 47 and Touji No. 250 and R.S. Dag No. 143, L.R. Khatian No. 798, within P.S. & A.D.S.R Baruipur District 24-Parganas (South). AND butted and bounded by –

On the North	-	By Part of R.S. Dag No. 92 and 93.
On the South	-	By R.S. Dag No. 192.
On the East	-	By Part of R.S. Dag No. 143 and 142/827.
On the West	-	By Part of R.S. Dag No. 193 and 144.

AND delineated shown within red borders on the Plan hereto annexed.



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Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

OR HOWSOEVER OTHERWISE the same was hereto fore and is now and shall hereafter be called known numbered described identified distinguished reputed or expressed so to be.

IN WITNESS WHEREOF the parties hereto have signed and delivered this Agreement the day month and year first above written.

SIGNED AND DELIVERED by the VENDOR represented by its TRUSTEE and CHAIRMAN Sri Digbasan Banerjee deriving authority under resolution of the trustee adopted at a meeting held on 29th day of May, 2014, at Calcutta in the presence of:-

Digbasan Banerjee
CHAIRMAN
Mellabhum Human Resource
Development Trust

Aswameer Rohaman
vill + P.O - Madarait
P.S - Barcuipuz
Dist - 24 Pgs(S)

Dipankar K. Das
Adv.

SIGNED AND DELIVERED by the CONFIRMING

PARTY at Calcutta in the presence of:-

Aswameer Rohaman
vill + P.O - Madarait
P.S - Barcuipuz
Dist - 24 Pgs(S)

For Meridian Devcon Pvt. Ltd.
Sunil G. Das
Director

Dipankar K. Das
Adv.

SIGNED AND DELIVERED by the PURCHASER at

Calcutta in the presence of:-

Aswameer Rohaman

Malinath Trading Private Limited

Sauvik Kumar Sharda
Director

Dipankar K. Das
Adv.



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Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

Received of and from the within named Purchaser the within mentioned sum of Rs. 53,94,000/- (Rupees Fifty Three Lac Ninety Four Thousand) only as part payment of the consideration money as per memo below:-

Memo of Consideration

1) Paid by Cheque in favour of the Vendor.	Rs. 45,31,000.00
2) Paid by in favour of the Confirming Party.	Rs. 8,63,000.00
Total :	<u>Rs. 53,94,000.00</u>

(Rupees Fifty Three Lac Ninety Four Thousand) only

Witness :-

1. *Francis Rahman.*

Digbaran Bera
CHAIRMAN
Mallabum Human Resource
Development Trust

SIGNATURE OF THE VENDOR

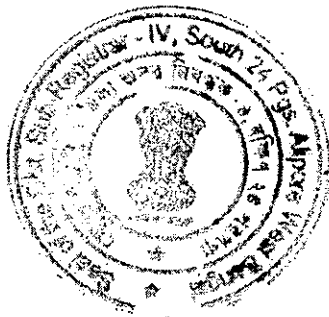
2. *Dipak K. Das*
AK


For Meridian Devcon Pvt Ltd.
Sunil *G. S. Sin*
Director

SIGNATURE OF THE CONFIRMING PARTY

Drafted by: -

Arun Kumar Bhaumik
ARUN KUMAR BHAUMIK (Advocate)
Calcutta High Court,
Registration No. 905/1983
63/21, Dum Dum Road, Kolkata – 700 074
Surer Math, Dial 2560-2531.




Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

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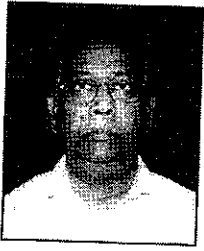



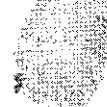

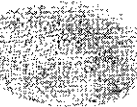




SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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












N. B. -

LH BOX - SMALL TO THUMB PRINTS












R.H. BOX - THUMB TO SMALL PRINTS

 <i>Digbasen Raneyee</i>	LH.					
	RH.					

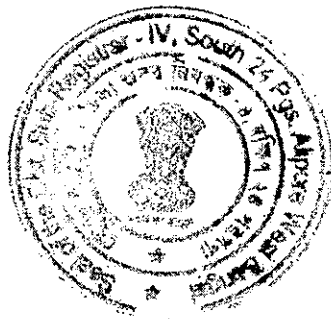
ATTESTED: *Digbasen Raneyee.*

 <i>Sanjay Kumar Sharda.</i>	LH.					
	RH.					

ATTESTED: *Sanjay Kumar Sharda.*

 <i>Sanil Gacha</i>	LH.					
	RH.					

ATTESTED: *Sanil Gacha*

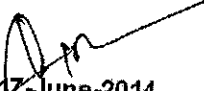


[Signature]
Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
South 24 Parganas
13 JUN 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 612 to 632
being No 04384 for the year 2014.




(Tridip Misra) 17 June-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

