

Hindu, by Occupation - Housewife, residing at 13A, Indian Mirror Street, Kolkata - 700 013, represented by her Constituted Attorney

1.4.4.4 7 DEC 2007 NO R. N. CHOSE & APSECIATES Sold 10 Old Post Office Street Addrest AFXOT; ROCHTNO -68" Presented for Registration olkata-700001 at 11-0 on the 19 day of Dist. Sub-Registry Office-1/11, Sawn Kr. Shoth energy strug CEM 1. Somo Samir Kn growsh 870 Keli Charan ghogh of 6. J. Notahni boah P.S Serow ose, Hoogely as constituted attorning for Sonali Roy is a duite by her VELL GAINE LOVELIN velle accomment Parsonuni Hembrean ones our Es ough Sto, W/o, DTo Kunusam Hemberon Marrie Hooming clo 7 (2) of the 1. 2. 450 1 7 DEC 2007. By Cosses like and Profession व्यापनार्य (वस्तुव J. mories NEDA med Mis ralgan non By Com Find in Jourson to Profession way (2) of 100 1. E. des mmy 3 DEC 2007 ysam? Prosent.

Samir Kumar Ghosh, son of Kalicharan Ghosh, by faith - Hindu, by Occupation - Business, residing at 6, J.N. Lahiri Road, Post Office & Police Station - Sreerampur, District - Hooghly appointed by virtue of a Bengali Amuktarnama (Power of Attorney) dated 30th December, 2004 registered in the office of Additional District Sub Registrar at Sreerampur, Hooghly in Book No.IV, Volume No.1, at Pages 156 to 164, Being No.00018 for the year 2005, hereinafter referred to as "the VENDOR" (which expression shall include her successors-in-interest and/or assigns) of the FIRST PART (SMT.) PANMUNI HEMBRAM, wife of Kunuram Hembram, by faith - Hindu, by Occupation - Cultivator, residing at Village - Sreerampur, Post Office - Hnaral, Police Station -Dadpur, District - Hooghly, hereinafter referred to as "the CONFIRMING PARTY" (which expression shall include her successors-in-interest and/or assigns) of the SECOND PART AND ABHIYAN COMMERCIAL PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 47A, Zakaria Street, 3rd Floor, Police Station - Jorasanko, Kolkata - 700 073 and having PAN -AAGCA2977D and represented by one of Directors, Samir Biyani, son of Kishan Gopal Biyani, by faith - Hindu, by Occupation - Business, working for gain at 47A, Zakaria Street, 3rd Floor, Police Station -Jorasanko, Kolkata - 700 073, 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-in-interest and/or assigns) of the THIRD PART:



Registrar Hooghly

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WHEREAS:

- A. One (Smt.) Swarnalata Ghosh was absolutely seized and possessed of inter alia, <u>ALL THAT</u> the piece and parcel of Sali land admeasuring 72 (Seventy Two) Satak, more or less in R.S. Dag No.475, L.R. Dag No.454, L.R. Khatian No.160/1 in Mouza Sreerampur, J.L. No.34, Police Station Dadpur, District Hooghly, District Sub Registry Office Hooghly, morefully and particularly described in the <u>SCHEDULE</u> hereunder written and hereinafter referred to as "the <u>SAID LAND</u>";
- B. By a Bengali Kobala dated 29th August, 1977 made between the said (Smt.) Swarnalata Ghosh, therein referred to as the Vendor of the One Part and the Vendor herein, therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub Registrar at Hooghly in Book No.I, Volume No.66, at Pages 296 to 299, Being No.4760 for the year 1977 the Vendor therein for the consideration therein mentioned sold, transferred and conveyed inter alia, the Said Land in favour of the Purchaser therein free from all encumbrances of any nature whatsoever;
- C. One Mangala Soren, son of Lakhi Soren was cultivating the Said Land as a Schedule Tribe Bargadar and the name of the said Mangala Soren was also recorded in the Record of Right as a



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Bargadar under the West Bengal Land Reforms Act 1955 in respect of the Said Land;

- D. The said Mangala Soren died intestate leaving behind him surviving the Confirming Party herein as his only legal heir who inherited the right of cultivation of the Said Land as a Schedule Tribe Bargadar from the said Late Mangala Soren;
- E. The Vendor has with the consent and concurrence of the Confirming Party agreed to sell and the Purchaser has agreed to purchase the entirety of the Said Land, morefully and particularly described in <u>SCHEDULE</u> hereunder written and delineated on the map or plan annexed hereto and bordered in colour "<u>RED</u>" thereon for the consideration and on the terms and conditions hereinafter mentioned;
- F. The Confirming Party has agreed to join these presents to accord his no objection and to give his consent to the sale of the Said Land by the Vendor in favour of the Purchaser;

NOW THIS DEED WITNESSETH as follows:

 THAT in pursuance of the said agreement AND in consideration of an aggregate sum of Rs.15,27,300/- (Rupees Fifteen Lacs Twenty Seven Thousand And Three Hundred) only of the lawful money of



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the Union of India paid by the Purchaser to the Vendor as will appear from the memo of consideration hereunder written (the receipt whereof the Vendor doth hereby admit and acknowledge to have been received) and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser as well as the Said Land hereby intended to be sold transferred and conveyed) the Vendor with the consent and concurrence of the Confirming Party doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser ALL THAT the piece and parcel of Sali land admeasuring 72 (Seventy Two) Satak, more or less in R.S. Dag No.475, L.R. Dag No.454, L.R. Khatian No.160/1 in Mouza -Sreerampur, J.L. No.34, Police Station - Dadpur, District -Hooghly, District Sub Registry Office - Hooghly, morefully and particularly described in SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon and also all dwelling units and structures thereon absolutely and forever, free from all encumbrances charges liens lispendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lis pendens OR HOWSOEVER OTHERWISE the Said Land or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and



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advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the Said Land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the Said Land and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Land and/or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the Said Land or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Land hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely



and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lis pendens whatsoever and the Confirming Party confirms the same.

AND the Vendor doth hereby covenant with the Purchaser that the 2. Vendor are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the Said Land and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Said Land hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Said Land or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the Said Land hereby granted sold conveyed transferred assigned assured or



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expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in herself good right full and absolute power to grant sell convey transfer assure and assign the Said Land hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over possession of the Said Land to the Purchaser herein and the Purchaser have received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the Said Land or otherwise and the Confirming Party confirms the same.

3. AND THAT the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of her predecessors in title or any one of them AND THAT the Purchaser shall be free and clear and freely and



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clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and lis pendens whatsoever suffered or made or liabilities created in respect of the Said Land by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or he predecessors in title or any of them as aforesaid or otherwise and the Confirming Party confirms the same.

- 4. AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the Said Land up to the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.
- 5. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Land or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or



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notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the Said Land or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the Said Land or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the Said Land and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Said Land or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Land and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

6. AND THAT the Confirming Party declares and confirms that the Confirming Party has surrendered his right, title and interest of any nature whatsoever in the Said Land and has given full liberty



Registrer Hooghip Copo-7 (2) of the L. B. des to the Vendor to sell the Said Land in favour of the Purchaser free all encumbrances and the Confirming Party further confirms that the Confirming Party shall not at any time in the future claim any right, title and interest in the Said Land all rights of the Confirming Party of any nature whatsoever shall vest in the Purchaser on and from the date of execution and registration of these presents.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Vendor covenants and assures the Purchaser that unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every request and at the cost of the Purchaser shall produce or caused to be produced to the Purchaser or their Attorneys or Agents or at any trial commission examination or otherwise as occasion shall require all or any of the original title deeds documents and writings and also at the like request and cost deliver to the Purchaser such attested or other copies or extracts of and from the said Deeds and writings or any one of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobiliterated and uncancelled.

THE SCHEDULE

(The Said Land)

ALL THAT the piece and parcel of Sali land admeasuring 72 (Seventy Two) Satak, more or less in R.S. Dag No.475, L.R. Dag No.454, L.R.



Khatian No.160/1 in Mouza - Sreerampur, J.L. No.34, Police Station
Dadpur, District - Hooghly, District Sub Registry Office - Hooghly and
butted and bounded in the manner as follows: The land is situated under

Dadpur Gram Panchayet.

ON THE NORTH : R.S. Dag No. 476, 477, 480, sali land

ON THE EAST : R.S. Dag No. 4 gasali land.

ON THE SOUTH : Mouza-Samsara, J.L. No. 27 R. 8 Bag 164 Sali Land

ON THE WEST : R.S. Dag No. 474 sali land

AND the Said Land is delineated on the map or plan annexed hereto and bordered in colour "RED" thereon

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

and eines eight

SIGNED AND DELIVERED by the VENDOR at Chinsura in the presence of :

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SIGNED AND DELIVERED by the CONFIRMING PARTY at Chinsura in the presence of :

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RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the withinmentioned sum of Rs.15,27,300/- (Rupees Fifteen Lacs Twenty Seven Thousand And Three Hundred) only in cash towards full and final payment of the total Consideration for sale of the Said Land.

WITNESSES:

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