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A.D.S.R. (Behala)

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Total Rs. = 35

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar Behala. South 24 Parganas

15¹⁵.....day THIS DEED OF SALE made this the of. July ...2010 BETWEEN M/S. PAHARPUR COOLING TOWERS a registered company having its registered office at LIMITED, 8/1/B, Diamond Harbour Road, P.S. Alipore, Kolkata-700027, represented by its Authorised Signatory MR. AMIT KUMAR BHOWMIK, son of Sri Amal Kumar Bhowmik, residing at Flat No. UG-04-D, 1050/1, Survey Park, P. S. Purba Jadavpur, Kolkata-

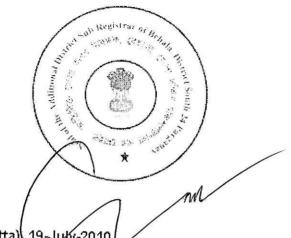
15.07.2010

16.07.2010

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 17 Page from 6207 to 6220 being No 07025 for the year 2010.

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(Ananda Mohan Dutta) 19-July-2010 ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A. D. S. R. BEHALA West Bengal



Government Of West Bengal Office Of the A. D. S. R. BEHALA District:-South 24-Parganas

Endorsement For Deed Number : I - 07025 of 2010

(Serial No. 06427 of 2010)

On 15/07/2010

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

Presented for registration at 19.00 hrs on :15/07/2010, at the Private residence by Suvajit Biswas ,Claimant.

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

Execution is admitted on 15/07/2010 by

1. Amit Kr. Bhowmik

Authorised Signatory, M/s. Paharpur Cooling Towers Ltd., 8/1/ B, Diamond Harbour Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027., By Profession : Business

2. Suvajit Biswas

Authorized Signatory, Elite Marchants Pvt. Ltd., 2, Row Land Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020.

, By Profession : Busines

Identified By Shahriar, son of Late Samser Ali, A. Court, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste: Muslim, By Profession: Others.

(Ananda Mohan Dutta)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 16/07/2010

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 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 26598/-, E = 7/- on 16/07/2010

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.-2418615/-

Certified that the required stamp duty of this document is Rs.- 120941 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

M.

Ananda Mohan Dutta) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

EndorsementPage 1 of 2



Government Of West Bengal Office Of the A. D. S. R. BEHALA **District:-South 24-Parganas**

Endorsement For Deed Number : I - 07025 of 2010

(Serial No. 06427 of 2010)

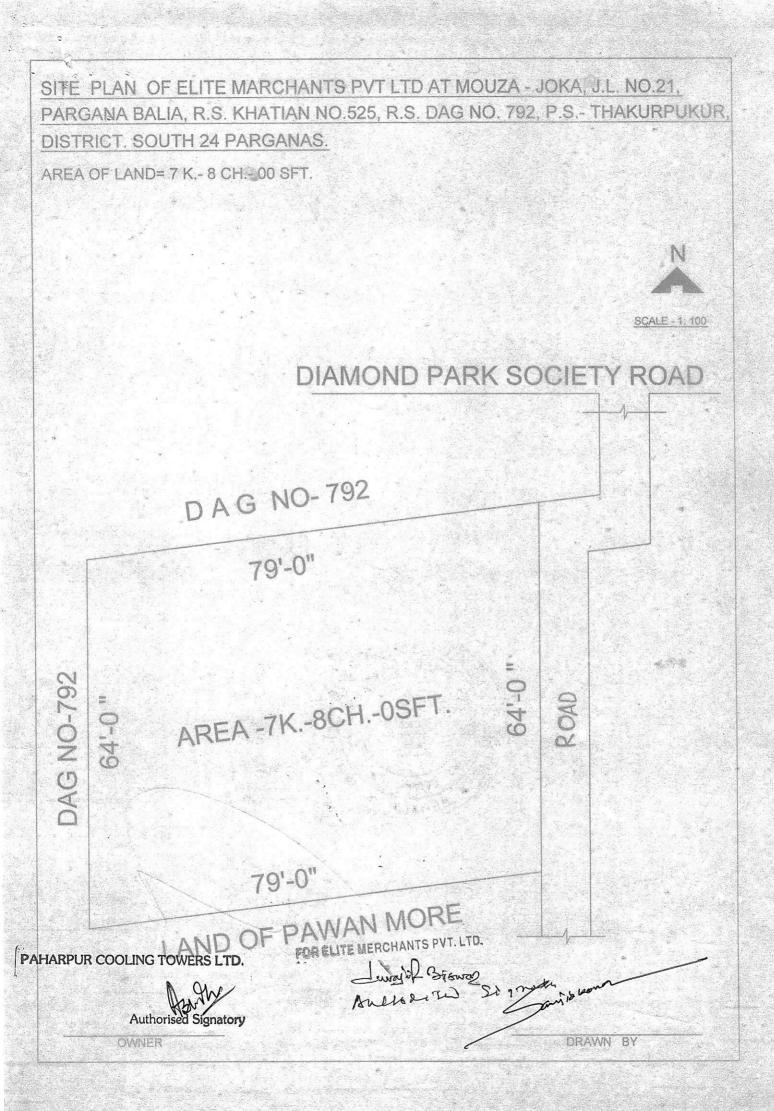
- 1. Rs. 40000/- is paid, by the draft number 438344, Draft Date 15/07/2010, Bank Name State Bank of India, Taratala(Calcutta), received on 16/07/2010
- 2. Rs. 40000/- is paid, by the draft number 438340, Draft Date 15/07/2010, Bank Name State Bank of India, Taratala(Calcutta), received on 16/07/2010
- 3. Rs. 40941/- is paid, by the draft number 438341, Draft Date 15/07/2010, Bank Name State Bank of India, Taratala(Calcutta), received on 16/07/2010

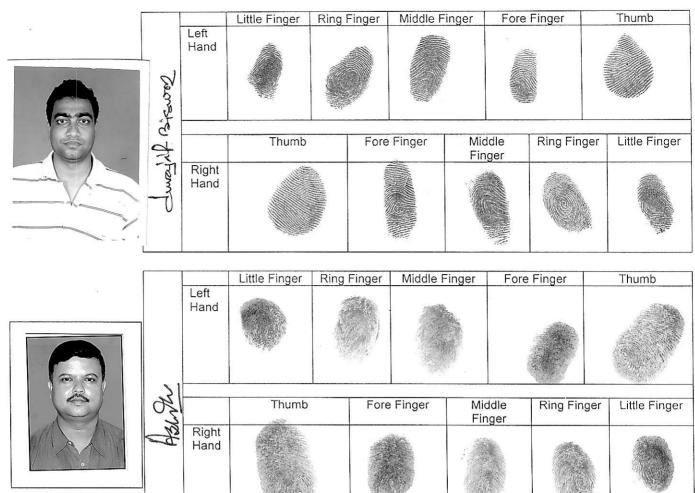
(Ananda Mohan Dutta) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

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ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

EndorsementPage 2 of 2





AMITKUMAR BHOWNIK

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700075, hereinafter called the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors in office legal representatives and assigns) of the **ONE PART.**

A ND

ELITE MARCHANTS PVT. LTD. A Private Limited firm represented under the Company Act, 1956 represented by authorized signatory **SRI SUVAJIT BISWAS**, son of Sri Kalayan Biswas, .having its registered office at 2, Rowland Road, Kolkata- 700 020, P.s. Ballygunge, hereinafter called the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors in office legal representatives and assigns) of the OTHER PART.

<u>WHEREAS</u> one Tandra Roy wife of Sri Phani Bhusan Roy was the lawful and absolute owner and possessor in respect of schedule below land along with other property lying and at Mouza Joka, P.S. Thakurpukur, Pargana Balia, J.L.No.21, Sub Registry office at Behala, under R.S. Khatian No 525 comprised in R.S. Dag No.792, within the limits of Joka Anchal No.II Panchayet, in the District South 24-Parganas by way of purchase from the then owners Smt. Renuka Roy, wife of Sri Surendra Nath Roy by virtue of a two registered Deeds of sale and the said deed were duly registered in the office of the Joint Sub Registrar at Behala recorded in i) Book-I, Volume No.9, pages 268 to 271, Deed No.312 for the year 1982 and ii) Book No.I, Volume no.15, Pages 267 to 275, Being no. 704, for the year 1982.

AND WHEREAS by virtue of a registered Deed of sale which was duly registered in the office of the A.D.S.R. Behala, recorded in the Book-I, Deed No.1325 for the year 1994 said Smt. Tandra Roy sold, conveyed and transferred her aforesaid Sali land measuring more favour of Sri Sunirmal Chakraborty, son of late Sushil Kumar Chakraborty.

AND WHEREAS by virtue of a registered deed of sale which was duly registered in the A.D.S.R Behala recorded in Book No.I, Deed No. 1327, for the year 1994 said Smt. Tandra Roy sold, conveyed and transferred another plot of Sali land measuring more or less 2 Cottahs 8 Chittacks out of her aforesaid total property in favour of Sri Surya Roy Chowdhury, son of Sri Sukumar Roy Chowdhury.

AND WHEREAS by virtue of another registered deed of sale which was duly registered in the office of the A.D.S.R. Behala recorded in Book No.I, Deed No.1836 for the year 1994 said Smt. Tandra Roy sold, conveyed and transferred another plot of Sali land measuring more or less 2 Cottahs 8 Chittacks out of her aforesaid total property in favour of Sri Sudhansu Guha Roy, son of late K. Guha Roy.

AND WHEREAS while thus said Sri Sunirmal Chakraborty, Sri Surya Roy Chowdhury and Sri Sudhansu Guha Roy jointly seized and possessed their aforesaid total purchased property measuring more or less 7 Cottahs 8 Chittacks under R.S. Khatian No.525,comprised R. S. Dag No.792, they jointly sold, conveyed and transferred their aforesaid total Sali land measuring more or less 7 Cottahs 8 Chittacks by virtue of a registered deed of sale dated 25. 3. 1997 and the said deed was duly registered in the office of the D. S. R. II at Alipore recorded in Book No.I, Deed No.1985, for the year 1997 in favour of Mr. Kus um More.

AND WHEREAS subsequently the said Smt. Kusum More, by a registered deed of conveyance dated 12.10.2007 sold, conveyed and transferred all of her right title and interest in respect of ALL THAT piece or parcel of land measuring more or less 7 Cottahs 8 Chittacks 00 sq. ft. of land situated and lying at Mouza Joka, Pargana Baalia, J.L. No.21, Touzi No.1-6, 8-10, 12-16, under R.S. khatian No.525, comprised in R.S. Dag No.792, under P.S.

in the District 24 Parganas, South, hereinafter called the said property and morefully described in Schedule hereunder below, in favour of M/s. Paharpur Cooling Towers Ltd., the vendor herein the said deed of sale was registered in the office of the D.S.R. II, at Alipore, and entered in Book No.I, C.D.Volume No. 2, Pages 2776 to 2790 being no. 656, for the year 2009.

AND WHEREAS after purchase the vendor company being absolute owner thereof is in possession and enjoyment of the said property morefully and particularly described in the schedule hereunder written as as absolute owner thereof.

AND WHEREAS due to some lawful necessity the vendor company proclaimed to sell the said property and the purchaser being aware of the said proclamation and having been satisfied about the title of the vendor over the said property upon making sarch in the appropriate office or offices concerned has approached the vendor and offered a price of Rs. 17,50,000/- (Rupees seventeen lacs fifity thousand) only the vendor company has accepted considering the same as marketable price.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs. 17,50,000/- (Rupees seventeen lacs fifity thousand) only truly paid by the purchaser to the vendor simultaneously with the execution of this deed (the receipt whereof the vendor doth hereby admit and acknowledge hereinafter mentioned as in the memo of consideration) the said vendor as owner of the said land do hereby indefeasibly grant convey, sale, transfer, assign and assure unto and to the use of the said purchaser free from all encumbrances ALL THAT the said property morefully and particularly described in the schedule hereunder written including liberties privileges with all using rights and all rights of ingress and egress including all easement right, title and interest possession of the vendor into or upon the land and every part thereof TO HAVE AND TO HOLD the said property hereby sold, transferred unto the purchaser

and forever. That the ven uor do nereby covenants with the purchaser that notwithstanding any act, deeds, hereto before done, executed or knowingly suffered to the contrary the vendor is now lawfully seized and possessed of the said property and the said property is not notified to be acquired under the land acquisition act, or not requisitioned by the Govt. nor by any public body whatsoever and there is no suit or dispute or case pending in any court in respect of the said property and there is no co-sharer in respect of the said property and the vendor has full power and absolute authority to sell, transfer the said property in the manner aforesaid. That the purchaser shall at all times hereafter peaceably and quietly hold possess and enjoy the said property with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its absolute owner and possessor without any lawful eviction from the vendor or any person claiming through under or in trust for the vendor herein. That the vendor covenants with the purchaser to save the said property harmless and shall at all time hereafter indemnify and keep indemnified the purchaser from or against all encumbrances, losses, damages and charges whatsoever AND the vendor covenants with the purchaser that simultaneously with the completion of purchase peaceful vacant possession of the said property shall be made over by the vendor to the purchaser absolutely and forever. That the vendor further covenants with the purchaser that if any dispute, claim, demand, litigation or cause arise at any time regarding right, title and interest, possession of the vendor in respect of the schedule below property in that event the vendor shall be bound to make good or to compensate all losses, damages, sustained by the purchaser.

BE IT FURTHER STATED BY THE VENDOR that the purchaser shall be entitled to enjoy all rights, of ingress and egress and all using rights including all easement rights over and through road adjacent to the said property shown in the map or plan annexed herewith and the purchaser has got every liberty to arrange for electric connection, water pipe connections, drainage system over the said road. owner and occupier in respect of the schedule below property in the records of Joka Anchal Panchayet – II and in the records of BL and LRO or any other authorities.

FURTHER the vendor and all persons having lawfully or equitably claiming any estate or interest upon the said property or any part thereof from under or in trust for the vendor shall and will from time to time or at all times hereafter at the cost and request of the purchaser do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said property and hereditaments to the purchaser as shall or may be reasonably required.

THE vendor also declare that the land hereby sold have not been previously leased, mortgage, sold nor in any way transferred and there is no charge, lien, lispendens or any attachment. There is no case, suit or proceeding pending before any court of law. The vendor sold the said property while having khas possession and delivered khas possession of the said land to the purchaser.

IF any error or omission is transpired in this deed in future the vendor shall at the cost and request of the purchaser execute and register any supplementary deed of Rectification/ Declaration in favour of the purchaser.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land measuring more or less 7 Cottahs 8 Chittacks of land situated and lying at Mouza Joka, Pargana Balia, J.L. No.21, Touzi No.1-6, 8-10, 12-16, under R.S. khatian No.525, comprised in R.S. Dag No.792, under P.S. Thakurpukur, within the limits of Joka Anchal No.II Panchayet, in the District 24 Parganas, South, including all rights of ingress and egress and all easement rights together with all right, title , interest possession of the vendor comprise the said property hereby sold and transferred by the vendor to the purchaser of this deed.

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The said property morefully shown and delineated with the colour RED in the map or plan annexed herewith which is butted and bounded by :

On the North Part of Dag No. 792.

On the South: Land of Pawan More.

On the East : 16'ft. wide common passage.

On the West : Part of Dag No. 792.

<u>IN WITNESSES WHEREOF</u> the Vendor and the purchaser have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In presence of :-

Shohur a J. Con Ker-29 1.

2. Mahsin A. Court K01-27-

PAHARPUR COOLING TOWERS LTD.

Authorised Signatory

Signature of the VENDOR FOR ELITE MERCHAN PVT. LTD. Jurafit Poiswar Authorised Signating

Signature of the PURCHASER

mentioned sum of Rs. 17,50,000/- (Rupees seventeen lacs fifity thousand) only towards the full consideration money of this deed as per memo of consideration.

MEMO OF CONSIDERATION.

By Demand Draff being NO, 126895 dated 15.7.2010 drawn on Indian Bank, Survice Branch Kolkata

WITNESSES:-1. Shoke

PAHARPUR COOLING TOWERS LTD.

h 17, 50,000 -00

Authorised Signatory

2. Mohsin

(6)

Signature of the VENDORS

Drafted by : Leijalan

<u>ADVOCATE.</u> Alipore Judges Court,Kol-27.

Typed by:

ŁRIAR,

Judges' Court, Kolkata-27.

Authorised Signatory