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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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30 MAY 2012

THIS INDENTURE made on this 29th day of **May**, Two Thousand and Twelve, **BETWEEN**

Contd. P/2

(1) **SRI KALYAN DAS** and (2) **SRI JOYDEEP DAS** both sons of Sri Achintya Das both by faith Hindu by Nationality Indian and both residing at Uttar Jhapardaha, P.S. - Domjur, Dist. - Howrah hereinafter jointly referred to as " the **VENDORS** " (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the ONE PART

AND

(1) **DADIMATA PROMOTERS PVT.LTD.** a company incorporated under the Companies Act, 1956 having its registered office at 14, Netaji Subhash Road, 1ST Floor, P.S. - Hare Street, Kolkata - 700 001, represented by its Director Sri Rajendra Prasad Agarwal son of Late Ram Prasad Agarwal of 18/A, Mayfair Road, P.S. - Karaya, Kolkata - 700 019 and (2) **ADISHAKTI INFRAPROJECTS PVT. LTD.** a company incorporated under the Companies Act, 1956 having its registered office at 14, Netaji Subhash Road, 1ST Floor, P.S. - Hare Street, Kolkata - 700 001, represented by its Director SRI AJAY KUMAR SEKSARIA son of Sri Bihari Prasad Seksaria residing at 4/8A, Kolupukur Road, 1st Floor, Kolkata - 700 157, hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors, successors-in-office, representatives and assigns) of the OTHER PART.

WHEREAS by a Bengali Kobala dated the 28th day of May 1965 and made between Sri Ranaraghu Srimani and Saroj Kumar Srimani therein jointly referred to as the Vendors of the one part and Smt. Aloka Rani Belel therein referred to as the Purchaser of the other part and registered on 31.05.1965 at the office of Howrah Registration Office and recorded in Book No. I, Volume No. 33, Pages 266 to 273, Being No. 1975 for the

year 1965 the Vendors therein named for the consideration therein mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Smt. Aloka Rani Belel the Purchaser therein named ALL THAT the piece and parcel of Sali Land measuring 70 Satak in R.S. Dag No. 5838 now Dag no. 7339; the another piece and parcel of Sali land measuring 23 Satak in R.S. Dag No. 5845 now Dag no. 7346; and the piece and parcel of Khal measuring 4 Satak in R.S. Dag No. 5838/7567 now Dag no. 7394; all under R.S. Khatian No. 20 now Khatian no. 261; AND the piece and parcel of Sali Land measuring 106 Satak in R.S. Dag No. 5848 now Dag no. 7349 under R.S. Khatian No. 1155 now Khatian no. 261; AND the piece and parcel of Sali Land measuring 57 Satak in R.S. Dag No. 5849 now Dag no. 7350 under R.S. Khatian No. 2450 now Khatian no. 261; AND the piece and parcel of Sali Land measuring 57 Satak in R.S. Dag No. 5850 now Dag no. 7351; and the piece and parcel of Sali Land measuring 4 Satak in R.S. Dag No. 5851 now Dag no. 7352 both under R.S. Khatian No. 2452 now Khatian no. 261; aggregating total area of land measuring 321 Satak situate lying at and being in Mouza Domjur, J.L. No. 33, R.S. No. 1936, Pargana Boro, Touzi No. 799 and 3989 respectively, P.S. Domjur in the District of Howrah more particularly described in the Schedule thereunder written and hereinafter for the sake of brevity collectively referred to as the "Entire Property" absolutely and forever free from all encumbrances and liabilities whatsoever.

AND WHEREAS by virtue of aforesaid Bengali Kobala the said Smt. Aloka Rani Belel became the absolute Owner and was seised and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of 321 Satak land in Mouza Domjur and hereinbefore as well as hereinafter collectively referred to as the "Entire Property" absolutely and forever free from all encumbrances and liabilities whatsoever and got her name mutated in the records of B.L. & L.R.O.

AND WHEREAS by a Bengali Kobala dated the 14th day of July 2003 and registered at the office of Addl. Dist. Sub-Registrar, Domjur and recorded

in Book No. I, Volume No. 6, Pages 163 to 167, Being No. 202 for the year 2006 the said Smt. Aloka Rani Belel granted, sold, conveyed, transferred, assigned and assured unto and in favour of Sri Kalyan Das and Joydeep Das the Vendors herein ALL THAT the piece and parcel of Sali Land measuring 70 Satak in R.S. Dag No. 5838, L.R. Dag No. 7339; the another piece and parcel of Sali land measuring 23 Satak in R.S. Dag No. 5845, L.R. Dag No. 7346; and the piece and parcel of Khal measuring 4 Satak in R.S. Dag No. 5838/7567, L.R. Dag No. 7394; all under R.S. Khatian No. 20, L.R. Khatian no. 261; AND the piece and parcel of Sali Land measuring 106 Satak in R.S. Dag No. 5848, L.R. Dag No. 7349 under R.S. Khatian No. 1155, L.R. Khatian no. 261; AND the piece and parcel of Sali Land measuring 57 Satak in R.S. Dag No. 5849, L.R. Dag No. 7350 under R.S. Khatian No. 2450, L.R. Khatian no. 261; AND the piece and parcel of Sali Land measuring 57 Satak in R.S. Dag No. 5850, L.R. Dag No. 7351; and the piece and parcel of Sali Land measuring 4 Satak in R.S. Dag No. 5851 L.R. Dag No. 7352 both under R.S. Khatian No. 2452, L.R. Khatian no. 261; aggregating total area of land measuring 321 Satak situate lying at and being in Mouza Domjur, J.L. No. 33, R.S. No. 1936, Touzi No. 799 and 3989 respectively P.S. Domjur in the District of Howrah and more particularly described in the Schedule thereunder written and hereinbefore collectively referred to as the "Entire Property" absolutely and forever free from all encumbrances and liabilities whatsoever and got their names mutated in the records of B.L. & L.R.O. under Khatian No. 8208 and 8209.

AND WHEREAS The Vendors herein being the owners of the aforesaid Entire Property have sold 57 Satak of Dag No. 5850 and 37 Satak of Dag No. 5849 and 4 Satak of Dag No. 5851 and 42 Satak of Dag No. 5848 aggregating 140 Satak on 16.02.2012 and 30.03.2012 and 27.04.2012 and the Vendors are now absolute owners of remaining 181 Satak which includes the piece or parcel of Sali land measuring 64 Satak (i.e. remaining unsold land out of total Dag area 106 Satak) be the same a little more or less in R. S. Dag No. 5848 corresponding to L. R. Dag No. 7349 under R. S. Khatian No. 1155 corresponding to L. R. Khatian Nos.

8208 and 8209 situate lying at and being in Mouza Domjur, J. L. No. 33, R. S. No. 1936, P.S. - Domjur, A.D.S.R.O. - Domjur, District Registration office Howrah in the District of Howrah together with all other easements and/or facilities attached thereto including the right of access to the said land free from all encumbrances and liabilities whatsoever.

AND WHEREAS the Vendors have agreed to sell and the Purchasers have agreed to purchase absolutely ALL THAT the piece and parcel of Sali Land containing in the aggregate an area of 20 Satak out of which 10 Satak/Decimal agreed to be purchased by the said Dadimata Promoters Pvt. Ltd. one of purchasers herein more particularly described in the First schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered RED and another 10 Satak agreed to be purchased by the said Adishakti Infraprojects Pvt. Ltd. the other Purchaser herein more particularly described in the Second schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered GREEN both comprised in R. S. Dag No. 5848 corresponding to L. R. Dag No. 7349 under R. S. Khatian No. 1155 corresponding to L. R. Khatian Nos. 8208 and 8209 situate lying at and being in Mouza Domjur, J.L. No. 33, R.S. No. 1936, P.S. Domjur in the District of Howrah togetherwith all other easements and/or facilities attached thereto including the right of access to the said lands respectively and hereinafter collectively referred to as the 'said Property' at or for the total price or consideration of Rs. 18,27,000/- (Rupees Eighteen Lacs Twenty Seven Thousand) only free from all encumbrances and liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 18,27,000/- (Rupees Eighteen Lacs Twenty Seven Thousand) only duly paid by the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth

hereby acquit, release and forever discharge the Purchasers as well as the said Property hereby sold, conveyed and transferred and every part thereof) the Vendors do and each of them doth hereby grant, sell, convey, transfer, assign, and assure unto and in favour of the Purchasers ALL THAT the piece and parcel of Sali Land containing in the aggregate an area of 20 Satak out of which 10 Satak to the said Dadimata Promoters Pvt. Ltd. one of purchasers herein and the remaining 10 Satak to the said Adishakti Infraprojects Pvt. Ltd. the other Purchaser herein both comprised in R. S. Dag No. 5848 corresponding to L. R. Dag No. 7349 under R. S. Khatian No. 1155 corresponding to L. R. Khatian Nos. 8208 and 8209 situate lying at and being in Mouza Domjur, J.L. No. 33, R.S. No. 1936, P.S. Domjur in the District of Howrah togetherwith all other easements and/or facilities attached thereto including the right of access to the said lands respectively more particularly described in First and Second Schedule hereunder written respectively and delineated in the map or plan hereto annexed and thereon bordered RED and GREEN respectively and hereinbefore as well as hereinafter for the sake of brevity collectively referred to as the "said Property" TOGETHERWITH all other easements rights including the right of ingress and egress and the compound and appurtenances belonging thereto OR HOWSOEVER OTHERWISE the said Property or any part thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all paths, passages, waters, water-courses, sewers, drains and all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said Property belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or reminders AND all the rents, issues and profits thereof AND all and every part thereof AND all the legal incidence thereof AND all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the said Property and every part thereof hereby granted and

transferred AND all deeds, pattahs, muniments, writing and evidences of title which in anywise relating to the said Property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendors or any of them or any person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property AND the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be together with right of ingress and egress and all other rights, interests, members and appurtenances belonging thereunto and every part thereof unto and to the use of the Purchasers absolutely and forever free from all mortgages, charges, liens, lispensens, encumbrances and liabilities whatsoever.

THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS: -

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors made, done, committed or knowingly or willingly suffered to the contrary, the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the said Property free from all encumbrances and liabilities whatsoever.
- b) That the Vendors have good right full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever.
- c) The Vendors shall remain liable for all rents, rates, taxes and all other outgoings and impositions payable in respect of the said Property upto the date of these presents and the Vendors shall at

all time keep the Purchasers saved, harmless and indemnified against any loss or damages if suffered by any claim of any person or persons or parties in respect of the said Property.

- d) That the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property hereby granted, sold, conveyed and transferred and receive and enjoy the rents issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from of or by the Vendors or any of them or any other person or persons lawfully or equitably claiming from through under or in trust for the Vendors.
- e) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by the Vendors and at the cost and expenses of the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispensens, debts, attachments (including attachment under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the Vendors.
- f) That the Vendors do and each of them doth hereby further covenant with the Purchasers and declare that no notice has been served upon the Vendors or any of them for acquisition and/or requisition of the said Property or any part thereof and that the said Property or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings are pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said Property or any part thereof or for any other reason.

- g) The Vendors do and each of them doth hereby further covenant with the Purchasers that the Vendors or any of them have or hath not at any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said Property or any part thereof is or are or may be impeached charges encumbered or affected by reason whereof the Vendors may be prevented from conveying the said Property in the manner aforesaid.
- h) Further the Vendors and all persons having or lawful or equitably claiming estates, rights, title, interest, Property claim and demand whatsoever into or upon the said Property hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers individually and/or their respective successor or successors, executors, administrators, legal representative and/or assigns, make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting transferring and assuring the said Property and every part and parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO :-
(the land sold to Dadimata Promoters Pvt. Ltd.)

ALL THAT the piece and parcel of Sali Land measuring 10 Satak out of total dag area 106 Satak comprising in R.S. Dag No. 5848 corresponding to L.R. Dag No. 7349 under R.S. Khatian No. 1155 corresponding to L.R.

Domjur, J.L. No. 33 under Domjur Gram Panchayat, P.S. and A.D.S.R.O. - Domjur, D.R.O. - Howrah in the District of Howrah and delineated in the map or plan hereto annexed and thereon bordered RED with all other easements and/or facilities attached thereto including the right of access to the said land subject to yearly rent payable to the Govt. of West Bengal through B.L. & L.R.O. Domjur, Howrah and butted and bounded in the manner as follows:

ON THE NORTH : Part of R.S. Dag no. 5848
ON THE SOUTH : Part of R.S. Dag no. 5848
ON THE EAST : R.S. Dag No. 5849
ON THE WEST : Part of R.S. Dag No. 5848

THE SECOND SCHEDULE ABOVE REFERRED TO :-
(the land sold to Adishakti Infraprojects Pvt. Ltd.)

ALL THAT the piece and parcel of Sali Land measuring 10 Satak out of total dag area 106 Satak comprising in R.S. Dag No. 5848 corresponding to L.R. Dag No. 7349 under R.S. Khatian No. 1155 corresponding to L.R. Khatian Nos. 8208 and 8209 situate lying at and being in Mouza Domjur, J.L. No. 33 under Domjur Gram Panchayat, P.S. and A.D.S.R.O. - Domjur, D.R.O. - Howrah in the District of Howrah and delineated in the map or plan hereto annexed and thereon bordered GREEN with all other easements and/or facilities attached thereto including the right of access to the said land subject to yearly rent payable to the Govt. of West Bengal through B.L. & L.R.O. Domjur, Howrah and butted and bounded in the manner as follows:

ON THE NORTH : Part of R.S. Dag No. 5848
ON THE SOUTH : Part of R.S. Dag No. 5848
ON THE EAST : R.S. Dag No. 5849
ON THE WEST : R.S. Dag No. 5844

IN WITNESS WHEREOF the Vendors hereto have hereto set and subscribed their respective hands the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDORS At Kolkata in the presence of :-

1. Anand Karuri
Mokardah Karuri Patra
Howrah.

Kalpana Das

2. Mihir Nandi
78, Thana Road, Khasra
24 Pgs (OT)

Soydeep Das
(VENDORS)

Drafted by me
K. C. Karmoner
Advocate
High Court Calcutta

RECEIVED of and from the withinnamed Purchasers the within mentioned sum of Rs. 18,27,000/- (Rupees Eighteen Lacs Twenty Seven Thousand) only being the full amount of the consideration money under this Indenture as per Memo below :

MEMO OF CONSIDERATION

<u>Date</u>	<u>Chq. No.</u>	<u>Bank Name & Branch</u>	<u>Amount</u>	<u>Amount paid by</u>	<u>In favour of</u>
28.05.2012	925702	HDFC Bank, Stephen House Branch	4,56,750/-	Dadimata Promoters Pvt. Ltd.	Kalyan Das
28.05.2012	925703	- do -	4,56,750/-	- do -	Joydeep Das
		SUB-TOTAL	<u>9,13,500/-</u>		
28.05.2012	925751	HDFC Bank, Stephen House Branch	4,56,750/-	Adishakti Infracore Pvt. Ltd.	Kalyan Das
28.05.2012	925752	- do -	4,56,750/-	- do -	Joydeep Das
		SUB-TOTAL	<u>9,13,500/-</u>		
		GRAND TOTAL	<u>18,27,000/-</u>		

(Rupees Eighteen Lacs Twenty Seven Thousand only)

WITNESSES :

1. Anand Karure

2. Mihir Nandi

Kalyan Das



Joydeep Das

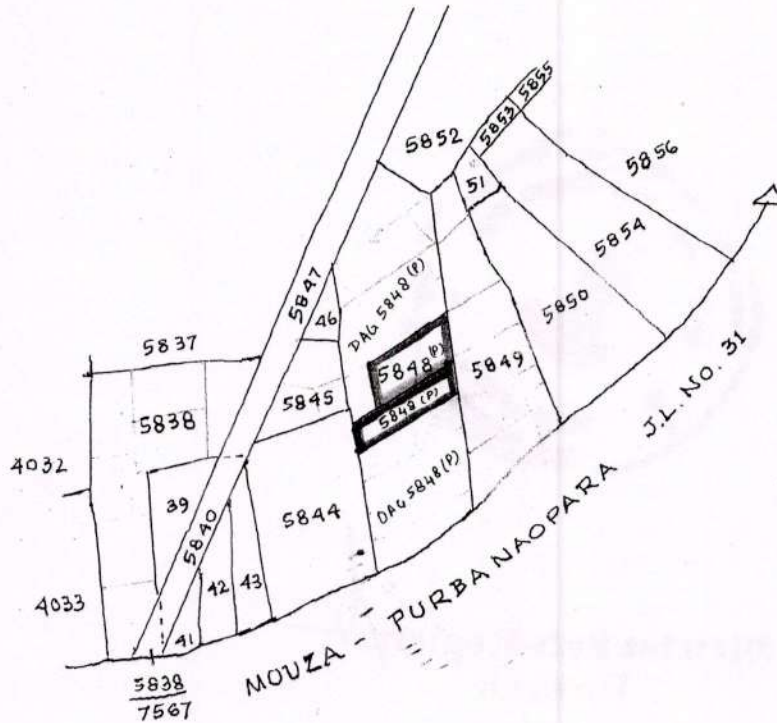
(VENDORS)

SALE DEED PLAN

OF MOUZA DOMJUR, J.L. NO. 33, R.S. KHATIAN NO. 1155, L. R. KHATIAN NO. $\frac{8208}{8209}$ AND R. S. DAG NO. **5848**, L.R. DAG NO. **7349**, P.S. - DOMJUR, DIST. - HOWRAH,

SOLD AREA OF LAND : **10** SATAK
SOLD AREA OF LAND **10** SATAK
TOTAL SOLD AREA OF LAND **20** SATAK

SHOWN IN RED BORDER 
SHOWN IN GREEN BORDER 
(NOT TO SCALE)



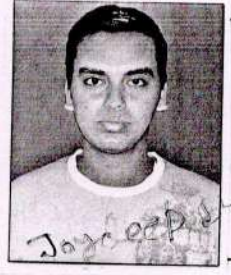
Kelgan Dm
Joydeep Dm
(VENDORS)

SPECIMEN FORM FOR TEN FINGERPRINTS



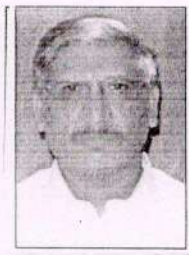
Kalyan
Kalyan Dms

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Jaydeep Day

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



For MADIMATA PROMOTERS PVT. LTD.

R.P. Agarwal
Director

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



ISHAKTI INFRAPROJECTS PVT. LTD.

Director

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 04646 of 2012

(Serial No. 05196 of 2012)

On

Payment of Fees:

On 29/05/2012

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

Presented for registration at 17.22 hrs on :29/05/2012, at the Private residence by Kalyan Das , one of the Executants.

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

Execution is admitted on 29/05/2012 by

1. Kalyan Das, son of Achintya Das , Village:Uttar Jhapardaha, Thana:-DOMJUR, P.O. :- ,District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Joydeep Das, son of Achintya Das , Village:Uttar Jhapardaha, Thana:-DOMJUR, P.O. :- ,District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession : Others

Identified By Amal Karuri, son of Late S. Karuri, Village:Makardah Karuri Para, Makardah, Thana:-DOMJUR, P.O. :- ,District:-Howrah, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Sanjoy Basak)

DISTRICT SUB-REGISTRAR OF HOWRAH

On 30/05/2012

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 20191.00/-, on 30/05/2012

(Under Article : A(1) = 20152/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 30/05/2012)

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.-18,32,709/-



(Sanjoy Basak)

DISTRICT SUB-REGISTRAR OF HOWRAH



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 04646 of 2012

(Serial No. 05196 of 2012)

Certified that the required stamp duty of this document is Rs.- 91645 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 43550/- is paid, by the draft number 432749, Draft Date 26/05/2012, Bank Name State Bank of India, ESPLANADE, received on 30/05/2012
2. Rs. 48000/- is paid, by the draft number 432747, Draft Date 26/05/2012, Bank Name State Bank of India, ESPLANADE, received on 30/05/2012

(Sanjoy Basak)
DISTRICT SUB-REGISTRAR OF HOWRAH



(Sanjoy Basak)

DISTRICT SUB-REGISTRAR OF HOWRAH

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 2210 to 2227
being No 04646 for the year 2012.



(Sanjoy Basak) 31-May-2012
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal