

05534/2013

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5761/2013

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भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M.V. 12373207 L 461609

09/07/13
2-25

[Signature]
National Registrar of Assurances II
Kolkata



Certified that the Document is duly registered as per the provisions of the Registration Act, 1908 and the endorsement sheets attached to it are the part of this Document.

[Signature]
National Registrar of Assurances II
Kolkata

1805/13

THIS INCENTURE made this 22nd day of April, 2013 BETWEEN (1) PARIMAL CHANDRA GHOSH, son of Late Atul Chandra Ghosh, residing at 5, Md. Kalachand Road, Post Office- Ghola Bazar, Police Station- Ghola Kolkata- 700 111, having Income Tax PAN No. ADXPG1631P, (2) SUNIL CHANDRA GHOSH, son of Late Atul Chandra

Ghola

25
12
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2/09

11487

Adib San

NAME.....
 ADD.....
 RS.....

19 APR 2013

S. C. R. J. E.
 Licensed Stamp Vendor
 C. G. Court
 2 & 3, K. S. Road, Kol-1

Pradeep Mirrow

19 APR 2013



e-3131

FOR HASHMI HEALTH PVT. LTD.

Pradeep Mirrow

Director

SHREECHAM CONSTRUCTION PVT. LTD.

S. C. Mir

Director



e-3132



e-3133

FOR SHREE SHYAM ADRO PVT. LTD.

Sunil Chandra Ghosh

Director



e-3134

Sunil Chandra Ghosh

*Identified by me
Adib San
Adib*

ADDITIONAL REGISTRAR
 OF ASSURANCE, KOLKATA
 22 APR 2013





Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District-Kolkata

Endorsement For Deed Number : I - 05761 of 2013
(Serial No. 05534 of 2013 and Query No. L000009780 of 2013)

On 22/04/2013

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

Presented for registration at 15.25 hrs on :22/04/2013, at the Private residence by Pradip Hirawat, one of the Claimants.

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

Execution is admitted on 22/04/2013 by

1. Parimal Chandra Ghosh, son of Late Atul Chandra Ghosh, 5, Md Kalachand Road, Kol, Thana:-Ghola, P.O. :-Ghola Bazar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700111, By Caste Hindu, By Profession : Others
2. Sunil Chandra Ghosh, son of Late Atul Chandra Ghosh, 5, Md Kalachand Road, Kol, Thana:-Ghola, P.O. :-Ghola Bazar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700111, By Caste Hindu, By Profession : Others
3. Bimal Chandra Ghosh, son of Late Atul Chandra Ghosh, Bank Plot, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
4. Smt Mira Ghosh, wife of Late Atul Chandra Ghosh, 188, Salt Lake, Bidhannagar, Block - B H, Sector-2, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700064, By Caste Hindu, By Profession : Others
5. Amitava Ghosh, son of Late Arun Chandra Ghosh, 188, Salt Lake, Bidhannagar, Block - B H, Sector-2, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700064, By Caste Hindu, By Profession : Others
6. Tapan Kumar Sarkar, son of Late M Sarkar, 9 A / 2, R B C Road, Kol, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700028, By Caste Hindu, By Profession : Others
7. Pradip Hirawat
Director, Rashmi Dealer Pvt Ltd, 2 B, Grant Lane, 2nd Floor, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700012,
, By Profession : Others
8. Sunil Kumar Agarwal
Director, Shree Shyam Agro Pvt Ltd, 17, Park Lane, 2nd Floor, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700016,
, By Profession : Others
9. Sudhir Kumar Bhagat
Director, Shree Dhan Construction Pvt Ltd, 10/12, Syed Sally Lane, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700073,
, By Profession : Others



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

Endorsement Page 1 of 3

26/04/2013 15:50:00



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05761 of 2013
(Serial No. 05534 of 2013 and Query No. L000009780 of 2013)

Identified By Aditi Sen, son of - , High Court, Kol, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

L. Parimal Chandra Ghosh, son of Late Atul Chandra Ghosh , 5, Md Kalachand Road, Kol, Thana:-Ghola, P.O. :-Ghola Bazar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700111 By Caste Hindu By Profession: Others, as the constituted attorney of Smt Anuradha Datta is admitted by him.

Identified By Aditi Sen, son of - , High Court, Kol, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 23/04/2013

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 1,36,201/- paid online on 19/04/2013 5:05PM with Govt. Ref. No. 192013140000294871 on 19/04/2013 5:03PM, Bank: IDBI Bank, Bank Ref. No. 25250945 on 19/04/2013 5:05PM, Head of Account: 0030-03-104-001-16, Query No: 1902L000009780/2013

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.-1,23,73,220/-

Certified that the required stamp duty of this document is Rs.- 866146/- and the Stamp duty paid as Impresive Rs. - 50/-

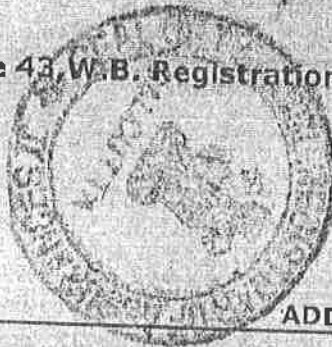
Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 8,66,145/- paid online on 19/04/2013 5:05PM with Govt. Ref. No. 192013140000294871 on 19/04/2013 5:03PM, Bank: IDBI Bank, Bank Ref. No. 25250945 on 19/04/2013 5:05PM, Head of Account: 0030-02-103-003-02, Query No: 1902L000009780/2013

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 26/04/2013

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

26/04/2013 15:50:00



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05761 of 2013
(Serial No. 05534 of 2013 and Query No. L000009780 of 2013)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5, 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

1. Rs. 14439/- is paid , by the draft number 756793, Draft Date 25/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 26/04/2013
2. Rs. 40000/- is paid , by the draft number 756790, Draft Date 25/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 26/04/2013

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

26/04/2013 15:50:00

Endorsement Page 3 of 3

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

GRN: 19-201314-000029487-1

GRN Date: 19/04/2013 17:03:40

BRN: 25250945

Payment Mode: Online Payment

Bank: IDBI Bank

BRN Date: 19/04/2013 17:05:56

DEPOSITOR'S DETAILS

Id No.: 1902L000009780/2/2013

(Query No./Query Year)

Name: RASHMI DEALER PVT LTD

Contact No.:

Mobile No.: +91 9830579922

E-mail:

Address: 2B GRANT LANE KOLKATA 700012

Applicant Name: Aditi Sen

Office Name: A. R. A. - II KOLKATA, Kolkata

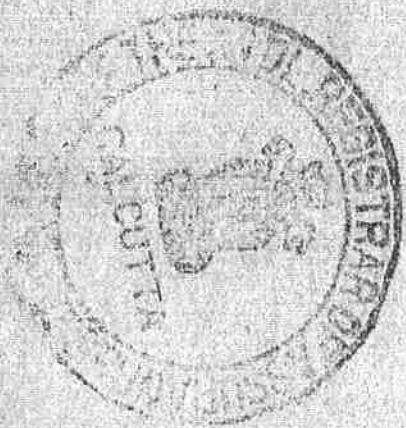
Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Requisition Form Filled in Registration Office

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount ₹ |
|---|-----------------------|--|--------------------|----------------|
| 1 | 1902L000009780/2/2013 | Property Registration- Stamp duty | 0030-02-103-003-02 | 886145 |
| 2 | 1902L000009780/2/2013 | Property Registration- Registration Fees | 0030-03-104-001-16 | 136201 |
| In Words: Rupees Ten Lakh Two Thousand Three Hundred Forty Six only | | | Total | 1002346 |



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 APR 2013

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 APR 2013

Ghosh, residing at Premises No. 5, Md. Kalachand Road, Post Office- Ghola Bazar, Police Station- Ghola Kolkata- 700 111, having Income Tax PAN No. APOPG3516L, (3) **BIMAL CHANDRA GHOSH**, son of Late Atul Chandra Ghosh, residing at Bank Plot, Police Station- Kasba, Ward No. 104, District South 24- Parganas, having Income Tax PAN No. ACYPG0992P, (4) **(SMT.) MIRA GHOSH**, wife of Late Arun Chandra Ghosh, residing at Premises No. 188, Salt Lake, Block – BH, Sector-2, Bidhannagar, Kolkata- 700 064, having Income Tax PAN No. ADPPG1479M, (5) **AMITAVA GHOSH** son of Late Arun Chandra Ghosh residing at Premises No. 188, Salt Lake, Block – BH, Sector-2, Bidhannagar, Kolkata- 700 064, having Income Tax PAN No. ACYPG1479M and (6) **(SMT.) ANURADHA DATTA**, wife of Ashish Kumar Datta and daughter of Late Arun Chandra Ghosh, residing at Premises No. 188, Salt Lake, Block- BH, Sector-2, Bidhannagar, Kolkata- 700 064, and represented by her constituting attorney, Parimal Chandra Ghosh pursuant to a Power of Attorney dated 1st January, 2013 registered in the office of Additional District Sub-Registrar at Barrackpore Book No. IV, C.D. Volume No. I, at Pages 11 to 22, Being No. 00002 for the year 2013, hereinafter collectively referred to as "**the VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the **FIRST PART, TAPAN KUMAR SARKAR**, son of Late Monomohan Sarkar residing at Premises No. 9A/2, R.B.C. Road, Police Station- Dum Dum, Kolkata- 700 028, hereinafter referred to as "**the CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors-in-interest and/or assigns) of the **SECOND PART AND (1) RASHMI DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 2B, Grant Lane, Second Floor, Kolkata- 700012, represented by its Director, Pradip Hirawat, son of Madanlal Hirawat, working for gain at 2B, Grant Lane, Second Floor, Kolkata- 700012 and having Income Tax PAN No. AADCR9005L, (2) **SHREE SHYAM AGRO PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 17, Park Lane, Second Floor, Kolkata- 700016, represented by its Director, Sunil Kumar Agarwal, son of Shambhu Dayal Agarwal, working for gain at 17, Park Lane, Second Floor, Kolkata- 700016 and having Income Tax PAN No. AAGCS9223A and (3) **SHREE DHAN CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10-1-2, Syed Sally Lane, Kolkata- 700073, represented by its Director, Sudhir Kumar Bhagat, son of Bijay Kumar Bhagat, working for gain at 10-1-2, Syed Sally Lane, Kolkata-700073 and having Income Tax Pan No. AASCS8038D, hereinafter collectively referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the **THIRD PART**:

WHEREAS:

- A. One Ganendra Nath Dey was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Bastu land admeasuring 0.36 Acres, more or less in J.L. No. 14, Mouza – Ghola, R.S. Khatian No.3, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North),

and ALL THAT the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in J.L. No. 14, Mouza - Ghola, R.S. Khatian No.3, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), AGGREGATING IN ALL TO ALL THAT the piece and parcel of Bastu and Doba land admeasuring 0.41 Acres, more or less in J.L. No. 14, Mouza - Ghola, R.S. Khatian No.3, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), hereinafter referred to as the "MOTHER PLOTS".

- B. The said Ganendra Nath Dey who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife, (Smt.) Sarbamangala Devi and his only son, Panchanan Dey as his legal heirs who jointly inherited inter alia the Mother Plots;
- C. By a registered deed of sale made between the said (Smt.) Sarbamangala Devi and said Panchanan Dey, therein collectively referred to as the Vendors of the One Part and One Jonabali Mondal alias Janab Ali Mandal, therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registration office at Barrackpore in Book I, Volume No. 10, at Pages 67 to 71, Being No. 410 for the year 1947 the Vendors therein for the consideration therein mentioned sold, transferred and conveyed the Mother Plots in favour of the Purchaser therein free from all encumbrances of any nature whatsoever;
- D. By an agreement dated 21st June, 1966 made between the said Jonabali Mondal alias Janab Ali Mandal, therein referred to as the Vendor of the One Part and one Atul Chandra Ghosh, therein referred to as the Purchaser of the Other Part the Vendor therein for the consideration therein mentioned agreed to sell, transfer and convey the Mother Plots to the Purchaser therein and/or in favour of his nominees free from all encumbrances of any nature whatsoever;
- E. Pursuant to the said agreement by a Deed of Conveyance dated 29th August, 1966 made between the said Jonabali Mondal alias Janab Ali Mandal, therein referred to as the Vendor of the One Part and one (Smt.) Indu Rani Ghosh, wife of said Atul Chandra Ghosh, therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registrar at Barrackpore in Book I, Volume No. 72, at Pages 116 to 121, Being No. 4671 for the year 1966 the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the Mother Plots in favour of the Purchaser therein as the nominee of the said Atul Chandra Ghosh;
- F. By actual measurement the land comprised in R. S. Dag No. 834 comprised in the Mother Plots was found to contain an area of 19 Cottahs and 6 Chittaks, more or less (equivalent to 0.32 acres, more or less);

- G. After purchasing of the Mother Plots the said (Smt.) Indu Rani Ghosh caused a plan to be sanctioned from the office of the Panihati Municipality being sanction no. 269 dated 27th February, 1969 and in pursuance thereof the (Smt.) Indu Rani Ghosh constructed a partly 2 (two) storied and partly 1 (one) storied building thereon;
- H. In the circumstances the said (Smt.) Indu Rani Ghosh became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **FIRSTLY ALL THAT** the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu land admeasuring 0.32 Acres, more or less in J. L. No.14, Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 834, L. R. Dag No. 1050, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality, morefully and particularly described in **PART-I** of the **SCHEDULE** and **SECONDLY ALL THAT** the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in J. L. No.14 Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 835, L. R. Dag No. 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality, morefully and particularly described in **PART-II** of the **SCHEDULE** hereunder written **AGGREGATING IN ALL TO ALL THAT** the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu and Doba land admeasuring 0.37 Acres, more or less in J.L. No. 14, Mouza - Ghola, R. S. and L. R. Khatian No. 957, R.S. Dag Nos. 834 and 835, L. R. Dag Nos. 1050 and 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently being Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality, morefully and particularly described in various parts of the **SCHEDULE** hereunder written and hereinafter referred to as "**the SAID PREMISES**";
- I. On or about 7th August, 2008 the said (Smt.) Indu Rani Ghosh who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving her four sons, namely the Vendor No. 1 herein, the said Parimal Chandra Ghosh, the Vendor No. 2 herein, the said Sunil Chandra Ghosh, the Vendor No. 3 herein, the said Bimal Chandra Ghosh, and one Arun Chandra Ghosh as her legal heirs who jointly inherited inter alia the Said Premises each having an undivided 1/4th share therein;
- J. On or about 26th December, 2010 the said Arun Chandra Ghosh, who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife, the Vendor No. 4 herein, the said (Smt.) Mira Ghosh, his only son, the Vendor No. 5 herein, the said Amitava Ghosh and his only daughter, the Vendor No. 6 herein, the said (Smt.) Anuradha Datta, who jointly inherited inter alia the share of Late Arun Chandra Ghosh in the Said Premises.

- K. In the circumstances the Vendors became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises, morefully and particularly described in various parts of the SCHEDULE hereunder written and delineated on the Map or Plan annexed hereto and bordered in colour RED thereon;
- L. By an agreement dated 31st December, 2012 made between the Vendors herein, therein also collectively referred to as the Vendors of the One and Part the Confirming Party herein, therein referred to as the Purchaser of the Other Part the Vendors therein for the consideration therein mentioned agreed to sell transfer and convey the Said Premises in favour of the Purchaser herein and/or his nominees;
- M. The Vendors have represented to the Purchasers that :
- i) The entirety of the Said Premises is in the Khas and vacant possession of the Vendors and save and except the right of the Confirming Party herein no persons other than the Vendors have any right, title and/or interest of any nature whatsoever in the Said Premises or any part thereof;
 - ii) There are no suits, litigations or legal proceedings pending in respect of the Said Premises or any part thereof;
 - iii) Save and except the right of the Confirming Party herein the right, title and interest of the Vendors in the Said Premises is free from all encumbrances and the Vendors have a marketable title thereto;
 - iv) The Said Premises and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the Vendors;
 - v) Neither the Said Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law and due to income tax, revenue and any other public demands;
 - vi) Save and except the right of the Confirming Party herein the Vendors have not in any way dealt with the Said Premises whereby the right, title and interest of the Vendors as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;
- N. The Vendors with the consent and concurrence of the Confirming Party herein have agreed to sell and the Purchasers, relying on the representation of the Vendors, have agreed to purchase the Said Premises, more fully and particularly described in various parts of the SCHEDULE hereunder written and delineated on the Map or Plan annexed

hereto and bordered in colour **RED** thereon for the consideration and on the terms and conditions hereinafter mentioned;

- O. The Confirming Party herein has joined these presents to accord his no objection and/or consent to the sale of the Said Premises by the Vendors in favour of the Purchasers herein;

NOW THIS DEED WITNESSETH as follows:

1. **THAT** in pursuance of the said agreement **AND** in consideration of a sum of **Rs. 54,50,000/- (Rupees Fifty Four Lacs and Fifty Thousand)** only of the lawful money of the Union of India paid and to be paid by the Purchasers to the Vendors as will appear from the First Memo of Consideration hereunder written (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge to have been received) **AND** in further consideration of a sum of **Rs. 49,50,000/- (Rupees Forty Nine Lacs and Fifty Thousand)** only of the lawful money of the Union of India paid and to be paid by the Purchasers to the Confirming Party as will appear from the Second Memo of Consideration hereunder written (the receipt whereof the Confirming Party doth hereby admit and acknowledge to have been received) **aggregating in all to a sum of Rs. 4,04,00,000/- (Rupees One Crore Four Lacs)** only and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchasers as well as the Said Land hereby intended to be sold transferred and conveyed) the Vendors do hereby with the consent and concurrence of the Confirming Party indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers the Said Premises i.e. **FIRSTLY ALL THAT** the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu land admeasuring 0.32 Acres, more or less in J. L. No.14, Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 834, L. R. Dag No. 1050, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality, morefully and particularly described in **PART-I** of the **SCHEDULE** and **SECONDLY ALL THAT** the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in J. L. No.14, Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 835, L. R. Dag No. 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality, morefully and particularly described in **PART-II** of the **SCHEDULE** hereunder written **AGGREGATING IN ALL TO ALL THAT** the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu and Doba land admeasuring 0.37 Acres, more or less in J.L. No. 14, Mouza - Ghola, R. S. and L. R. Khatian No. 957, R.S. Dag Nos. 834 and 835, L. R. Dag Nos. 1050 and 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently being Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality,

morefully and particularly described in various parts of the 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 lis pendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lis pendens OR HOWSOEVER OTHERWISE the Said Premises 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 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 walls fences advantages appendages and appurtenances whatsoever to the Said Premises 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 Premises 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 Vendors into or upon and in respect of the Said Premises 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 Premises or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Premises 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 confirm the same.

2. AND the Vendors do and each of them doth hereby covenant with the Purchasers that the Vendors are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the Said Premises and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendors do and each of them doth hereby covenant with the Purchasers that they have 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 Premises 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 Vendors may or can be prevented from granting selling conveying assigning and assuring the Said Premises

or any part thereof in the manner aforesaid **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendors done executed or knowingly suffered to the contrary the Vendors 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 Premises hereby granted sold conveyed transferred assigned assured or 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 Vendors now have in themselves good right full and absolute power to grant sell convey transfer assure and assign the Said Premises 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 Vendors have duly made over possession of the Said Premises to the Purchaser herein and the Purchaser have received and accepted the same without any dispute, demand or claim whatsoever against the Vendors in respect of the nature and/or occupancy of the constructions on the land comprised in the Said Premises or otherwise and the Confirming Party confirms the same.

3. **AND THAT** the Purchasers shall and may at all times hereafter at their 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 Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of their predecessors in title or any one of them **AND THAT** the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors 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 Premises by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or their 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 Premises upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendors and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchasers.
5. **AND THAT** the Vendors never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Premises 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 notice of attachment is subsisting under the Income Tax Act 1961 **AND THAT** at present no notice, which is or may be subsisting, has been served on the Vendors for the acquisition of the Said Premises 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 Vendors have 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 Premises or any part thereof **AND THAT** at present no suit and/or proceeding is pending in any Court of law affecting the Said Premises 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 Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Said Premises 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 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 Premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required and the Confirming Party confirms the same.

6. **AND THAT** the Confirming Party herein hereby covenant with the Vendors and the Purchasers that the Confirming Party has surrendered his all right, title and interest of any nature whatsoever in the Said Premises in favour of the Purchasers and that the Vendors have full liberty to sell the Said Premises in favour of the Purchasers free all encumbrance and that 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 Premises in pursuance of the Sale Agreement all rights of the Confirming Party of any nature whatsoever shall vest in the Purchasers 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 Vendors and confirming party covenant and assure the Purchasers 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 Purchasers shall produce or caused to be produced to the Purchasers 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 Purchasers such attested or other copies or extracts of and from the said Deeds and writings or any one of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobliterated and uncancelled.

THE SCHEDULE
(The Said Premises)

(Part-I)

ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures measuring 3000 Square Feet (Ground Floor 1500 Square Feet and 1st Floor 1500 Square Feet) **TOGETHER WITH ALL THAT** the piece and parcel of Bastu land admeasuring 0.32 Acres, more or less in J. L. No.14, Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 834, L. R. Dag No. 1050, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality;

(Part-II)

ALL THAT the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in J. L. No.14 Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 835, L. R. Dag No. 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality;

AGGREGATING IN ALL TO ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu and Doba land admeasuring 0.37 Acres, more or less in J.L. No. 14, Mouza - Ghola, R. S. and L. R. Khatian No. 957, R.S. Dag Nos. 834 and 835, L. R. Dag Nos. 1050 and 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District - 24 Parganas (North), presently being Holding No. 32, Md. Kaia Chand Road, within Ward No. 30 of Panihati Municipality and delineated in the map or plan annexed hereto and bordered in colour "**RED**" thereon and butted and bounded in the manner as follows :

| | | |
|---------------------|---|------------------------------------|
| ON THE NORTH | : | BY R. S. Dag No. 831, 835 and 837; |
| ON THE EAST | : | BY R. S. Dag No. 836; |
| ON THE SOUTH | : | BY 20 feet wide Municipal Road; |
| ON THE WEST | : | R. S. Dag No. 830; |

OR HOWSOEVER the same now or is or heretofore were or was butted bounded called known numbered described or distinguished.

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

SIGNED AND DELIVERED by the **VENDORS** at
Kolkata in the presence of:

1. *Delib Sen*
Advocate

Primal Chandra Ghosh
Sunit Chandra Ghosh
Primal Chandra Ghosh.

Parimal Chandra Ghosh
As Constituted Attorney of
Anuradha Dutta
Ravina Ghosh
Amitava Ghosh

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

1. Adib Sen

Tapan Ghosh

SIGNED AND DELIVERED by the
PURCHASERS at Kolkata in the presence of:

1. Aditi Sen
10, Old Post Office Street
kol - 1

2. Ranpa Ghosh
Advocate
High Court, Calcutta

FOR RASHMI DEALER PVT. LTD

Pradeep Hiran

Director

FOR SHREE SHYAM AGRO PVT. LTD.

Syam

Director

SHREEDHAN CONSTRUCTION PVT. LTD.

S. W. Bhowmik

Director

FIRST MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. 54,50,000/- (Rupees Fifty Four Lacs And Fifty Thousand) only towards part payment of the Total Consideration for sale of the Said Land in terms of the **SCHEDULE** herein above written in the manner as follows :

| <u>Date</u> | <u>Demand Draft No.</u> | <u>Bank & Branch</u> | <u>Amount</u> | <u>Favouring</u> |
|-------------|-------------------------|--|------------------------|-----------------------|
| 19.04.2013 | 204199 | HDFC Bank Ltd. Stephen House (BBD BAG) Kolkata- 700 001. | Rs.15,00,000/- | Bimal Chandra Ghosh |
| 19.04.2013 | 204202 | HDFC Bank Ltd. Stephen House (BBD BAG) Kolkata- 700 001. | Rs.15,00,000/- | Sunil Chandra Ghosh |
| 19.04.2013 | 204203 | HDFC Bank Ltd. Stephen House (BBD BAG) Kolkata- 700 001. | Rs.15,00,000/- | Parimal Chandra Ghosh |
| 19.04.2013 | 204200 | HDFC Bank Ltd. Stephen House (BBD BAG) Kolkata- 700 001. | Rs. 4,50,000/- | Mira Ghosh |
| 19.04.2013 | 204210 | HDFC Bank Ltd. Stephen House (BBD BAG) Kolkata- 700 001. | Rs. 5,00,000/- | Amitava Ghosh |
| Total | | | <u>Rs. 54,50,000/-</u> | |

(Rupees Fifty Four Lacs And Fifty Thousand) only.

WITNESSES :

Ranjan Ghosh
Advocate
High Court, Calcutta
Aditi Sen
Advocate
High Court, Calcutta

Parimal Chandra Ghosh
Sunil Chandra Ghosh
Parimal Chandra Ghosh
Parimal Chandra Ghosh
as constituted Attorney of
Anuradha Datta
Mira Ghosh
Amitava Ghosh

VENDORS

SECOND MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of **Rs. 49,50,000/-** (Rupees Forty Nine Lacs And Fifty Thousand) only towards balance payment of the Total Consideration for sale of the Said Land in terms of the SCHEDULE herein above written in the manner as follows :

| <u>Date</u> | <u>By D.D.</u> <u>Cheque</u> <u>NoS.</u> | <u>Bank & Branch</u> | <u>Amount</u> | <u>Favouring</u> |
|-------------|--|---|------------------------|--------------------|
| 20.04.2013 | 309413/13 047979 | Oriental Bank of Commerce 32, Chowringhee Road, Kolkata- 700 011. | Rs.49,50,000/- | Tapan Kumar Sarkar |
| | 309412/13 | | | |
| | 309417/13 | | | |
| | 309416/13 | | | |
| | 309414/13 | | | |
| | 309415/13 | | | |
| | | Total | <u>Rs. 49,50,000/-</u> | |

(Rupees Forty Nine Lacs And Fifty Thousand) only.

WITNESSES :

1. Aditi Sen

Tapan Kumar Sarkar

CONFIRMING PARTY

PAN NO: ATZ PS 7860G

DRAFTED BY ME :

Aditi Sen

ADVOCATE
HIGH COURT, CALCUTTA

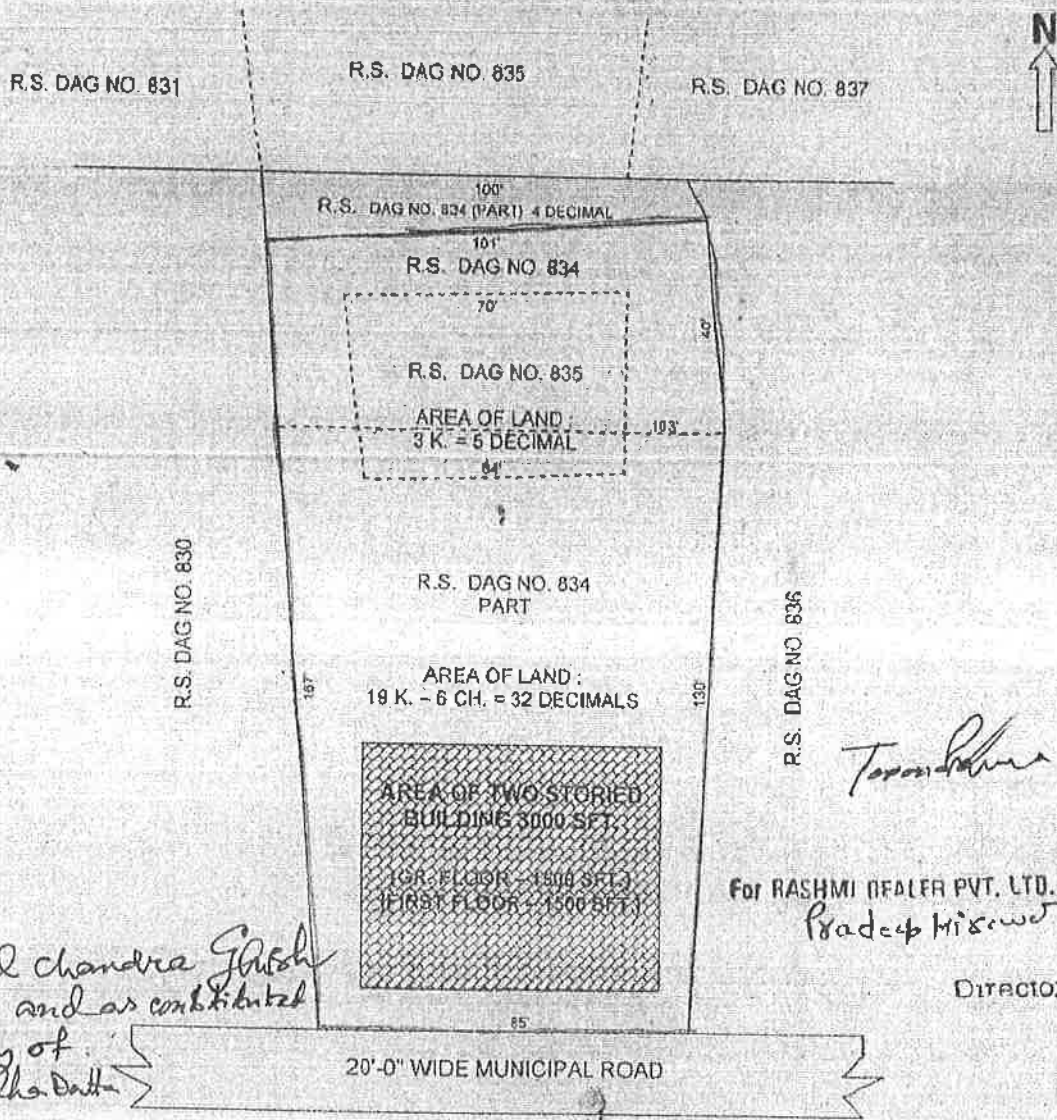
SITE PLAN OF A PLOT OF BASTU & DANGA LAND LYING SITUATE AT AND BEING HOLDING NO. 32, MD. KALACHAND ROAD AT MOUZA - GHOLA, J.L. NO. 14, TOUZI NO. 6, R.S. NO. 103 COMPRISED OF R.S. DAG NO. 834 (P) & 835 APPERTAINING TO R.S. KHATIAN NO. 1050 CORRESPONDING TO L.R. KHATIAN NO. 957 UNDER THE POLICE STATION OF GHOLA WITHIN THE LIMITS OF PANIHATI MUNICIPALITY IN WARD NO. 30 IN THE DISTRICT OF NORTH 24 PARGANAS.

AREA OF LAND IN R.S. DAG NO. 834 (P) : BASTU - 19 COTTAHAS 06 CHITTACKS = 32 DECIMALS

AREA OF LAND IN R.S. DAG NO. 835 (P) : DANGA - 03 COTTAHAS 00 CHITTACK = 06 DECIMAL

TOTAL AREA OF LAND : 22 COTTAHS 06 CHITTACKS = 37 DECIMALS.

AREA MKD. WITH RED BORDER



Primal Chandra Ghosh
for self and as authorized
attorney of
Anuradha Datta

Sunil Chandra Ghosh.
Primal Chandra Ghosh.
Nivea Ghosh
Amitava Ghosh

Pradeep Misra
For RASHMI DEALER PVT. LTD.
Pradeep Misra
Director

For SHREE SHYAM AGRO PVT. LTD.
S. K. Bhasin
Director
SHREEDHAN CONSTRUCTION PVT. LTD.
S. K. Bhasin
Director

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASER

DATED THIS 22nd DAY OF APRIL, 2013

BETWEEN

PARIMAL CHANDRA GHOSH & ORS.;

... .. VENDORS

TAPAN KUMAR SARKAR

.....CONFIRMING PARTY

- AND -

RASHMI DEALER PRIVATE LIMITED & ORS.

... .. PURCHASERS

INDENTURE



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 APR 2013
K. RIN GHOSE & ASSOCIATES,
ADVOCATES,
10, OLD POST OFFICE STREET,
FIRST FLOOR, ROOM NO.36A,
KOLKATA - 700 001.

SPECIMEN FORM FOR TEN FINGERPRINTS



Parimal Chandra Ghosh

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Sunil Chandra Ghosh

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Parimal Chandra Ghosh

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Mira Ghosh

| | | | | |
|-------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |

SPECIMEN FORM FOR TEN FINGERPRINTS



Amitava Ghosh

| | | | | |
|--------------|--|--|--|--|
| | | | | |
| (Left Hand) | | | | |
| | | | | |
| (Right Hand) | | | | |



Tapas Kumar

| | | | | |
|--------------|--|--|--|--|
| | | | | |
| (Left Hand) | | | | |
| | | | | |
| (Right Hand) | | | | |



Pradeep Mishra












| | | | | |
|--------------|--|--|--|--|
| | | | | |
| (Left Hand) | | | | |
| | | | | |
| (Right Hand) | | | | |



Sagar

| | | | | |
|-------------|--|--|--|--|
| | | | | |
| (Left Hand) | | | | |
| | | | | |

SPECIMEN FORM FOR TEN FINGERPRINTS

| | | | | | | |
|---|------------|---|---|--|---|---|
|  | S. W. M. 1 |  |  |  |  |  |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | (Right Hand) | | | | |
| PHOTO | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |
| PHOTO | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |
| PHOTO | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |



c- 3135

Primal Chandra Ghosh
for self and as constituted Attorney
of Anuradha Datta



c- 3136

Primal Chandra Ghosh.



c- 3137

Mica Ghosh



c- 3138

Amitava Ghosh



c- 3139

Jasbir Kumar

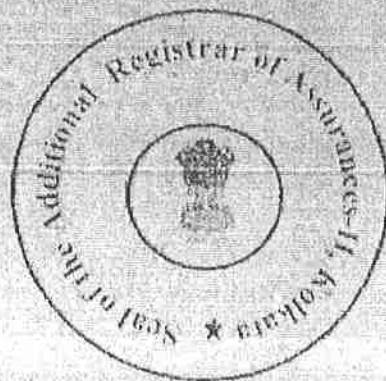



Identified by me
Aditi Sen
Advocate
High Court, Calcutta

6
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 APR 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 3112 to 3136
being No 05761 for the year 2013.




(Dulal chandra Saha) 30-April-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal