

SALE DEED

THIS SALE DEED IS MADE ON THIS THE 1st DAY OF September TWO THOUSAND AND TEN

BETWEEN

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Addressie, Old Post Office Street, Steep Boom No. 21. Tat. Floor, Kolkata-700001

L. S. VEN HIGH COURT

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SHALING FARMS PRIVATE LINGTED

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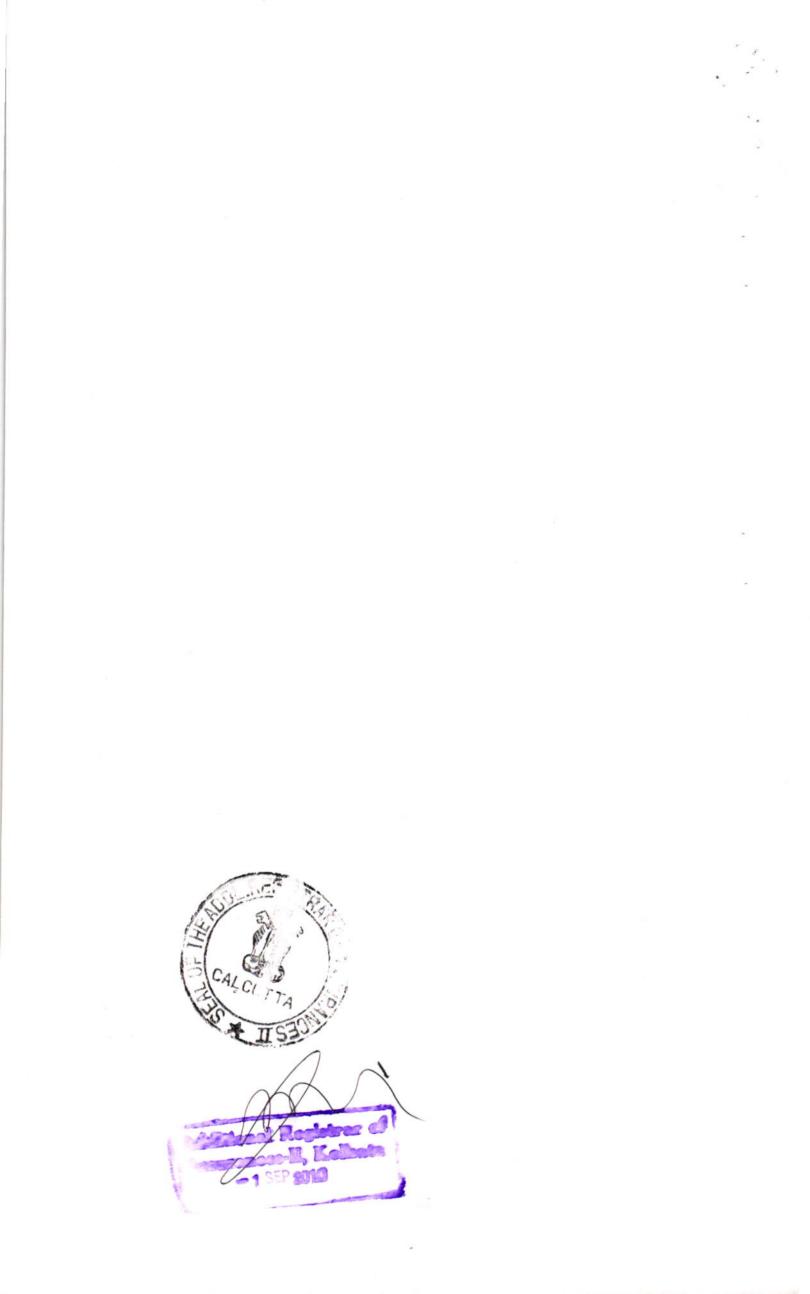


ANIL MONDAL, son of Late Santosh Mondal, by faith Hindu, by occupation cultivation, by Nationality Indian, residing at Village Bajetaraf, P.O. Shikharpur, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART AND SHALINI FARMS PRIVATE LIMITED.**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1/1B, Upper Wood Street, Kolkata 700 017, PAN No. AAECS5637A, hereinafter referred to as "**THE PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART.**

WHEREAS in the Records of Right prepared under the West Bengal L. R. Act, one Charubala Dasi, wife of Late Santosh Mondal, has been shown as Holding of L.R. Dag Nos. 99, 101 & 106, under L.R. Khatian No. Kri 154, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 99 has been shown as undivided 5000 share i.e. 6 Decimals out of 12 Decimals (Sataks), L. R. Dag no. 101 has been shown as undivided 5000 share i.e. 9 Decimals out of 18 Decimals (Sataks) and L. R. Dag no. 106 has been shown as undivided 5000 share i.e. 16.50 (16) Decimals out of 33 Decimals (Sataks), of Sali and Danga land.

AND WHEREAS the said Charubala Dasi, wife of Late Santosh Mondal died intestate leaving behind surviving her four sons and one daughter namely Rampada Mondal, Bimal Mondal, Sunil Mondal, Anil Mondal, the vendor herein, Sachirani Mondal respectively as her legal heirs and successors and thus said Anil Mondal became the owner of land measuring an area of 1.20 Decimals (Sataks) out of 6 Decimals (Sataks) which arising out of 12 Decimals (Sataks) in R.S. & L.R. Dag No. 99, 1.80 Decimals (Sataks) out of 9 Decimals (Sataks) which arising out of 18 Decimals (Sataks) in R.S. & L.R. Dag No. 101 and 3.30 Decimals (Sataks) out of 16.50 Decimals (Sataks) which arising out of 33 Decimals (Sataks) in R.S. & L.R. Dag No. 106, totaling 6.30 Decimals (Sataks) in aforesaid three dags.

AND WHEREAS in the manner aforesaid the vendor herein is the Owner of all that piece and parcel of land admeasuring 6.30 Decimals (Sataks) be the same a little more or less out of 31.50 Decimals (Sataks) which arising out of 63 Decimals (Sataks) lying and situated in Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag Nos. 99, 101 & 106, under L.R. Khatian No. Kri 154, classified as Danga and Sali land, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to SCHEDULE property and is in the peaceful possession and/or occupation of the same



and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS since then the Vendor herein have been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for their aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendor and no portion in any manner whatsoever is under and "BHAGCHASE".

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendor has not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendor nor any such notice has been published.

AND WHEREAS the Owner/Vendor herein has agreed to sell and the Purchaser has agreed to purchase of the **SCHEDULE** property hereunder written at or for a total consideration of Rs. 8,59,091/- (Rupees Eight Lac Fifty Nine Thousand and Ninety One) only, the said Schedule property is free from all encumbrances, attachments, liens and lispendens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 8,59,091/- (Rupees Eight Lac Fifty Nine Thousand and Ninety One) only paid by the Purchaser herein to the Owner/Vendor herein at or before the execution these presents, the receipt whereof the Owner/Vendor herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered, described or distinguished TOGETHER WITH all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances WHATSOEVER to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendor at law and in equity into, upon, over and concerning the said properties or any part thereof AND ALL the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever TOGETHER WITH ALL the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendor or any other person and persons from whom he may procure the same without any action or suit and TO HAVE AND TO HOLD the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owner/Vendor or her/his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owner/Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances attachments liens lispendens and adverse claim AND THAT charges NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Vendor or her/his ancestors or predecessors in title made, done or executed or knowingly suffered

to the contrary and the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever aforesaid the Owner/Vendor has good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owner/Vendor or any person or persons lawfully and equitably claim under or in trust for the Owner/Vendor or her/his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owner/Vendor, his/her ancestors or predecessors-in-title AND FURTHER the Owner/Vendor covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust AND the Owner/Vendor and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-ininterest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-ininterest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and persons claiming under them and the Owner/Vendor shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendor inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendor as to protection and indemnity against any possible claim by any persons if he/she/they is/are discovered to be still alive or became the Owner of the schedule property, the Vendor do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendor have in themselves good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.

2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.

3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendor herein.

4. That Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

5. The Vendor do hereby certify that the said properties, under SCHEDULE is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided share of Land admeasuring 6.30 Decimals (Sataks) be the same a little more or less out of 31.50 Decimals (Sataks) which arising out of 63 Decimals (Sataks) lying and situated in Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag Nos. 99, 101 & 106, under L.R. Khatian No. Kri 154, classified as Danga and Sali land, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24 Parganas.

[The land measuring an area of 1.20 Decimals (Sataks) out of 6 Decimals (Sataks) which arising out of 12 Decimals (Sataks) in R.S. & L.R. Dag No. 99,

The land measuring an area of 1.80. Decimals (Sataks) out of 9 Decimals (Sataks) which arising out of 18 Decimals (Sataks) in R.S. & L.R. Dag No. 101 and

The land measuring an area of 3.30 Decimals (Sataks) out of 16.50 Decimals (Sataks) which arising out of 33 Decimals (Sataks) in R.S. & L.R. Dag No. 106]

IN WITNESS WHEREOF the parties have subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor in the presence of WITNESSES:

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2. Biswanath Mondal. Bigetaraf,

Bijetaraf, Sekharpror Rajarhat 24 Pages (N)

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VENDOR

SIGNED, SEALED AND DELIVERED by the Purchaser in the presence of WITNESSES:

1. (22 mg 25 ml -

SHALINI FARMS PRIVATE LIMITED

Tavak Nath Dow Authorized Signatory 2. Biswanath Mondal-

PURCHASER

Read over and explained in Bengali by me to the Executant.

Drafted by me Debdulal Halden Advocate High Gurl, Cloutta

RECEIPT

Received a sum of Rs. 8,59,091/- (Rupees Eight Lac Fifty Nine Thousand and Ninety One) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:

MEMORANDUM OF CONSIDERATION

By Cash

Rs. 8,59,091/-

(Rupees Eight Lac Fifty Nine Thousand and Ninety One) only.

Witnesses :-

1. (22rmg - 21 - Sime

Engar sign

VENDOR

2. Biswanath Mondal.



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

Endorsement For Deed Number : I - 11001 of 2010

(Serial No. 09262 of 2010)

On 01/09/2010

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

Presented for registration at 15.00 hrs on :01/09/2010, at the Private residence by Tarak Nath Das ,Claimant.

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

Execution is admitted on 01/09/2010 by

1. Anil Mondal, son of Late Santosh Mondal, Village:Bajetaraf, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Shikharpur, By Caste Hindu, By Profession : Cultivation

2. Tarak Nath Das

Authorised Signatory, Shalini Farms Pvt Ltd, 1/1 B, Upper Wood Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017.

, By Profession : Others

Identified By Biswanath Mondal, son of Late Hajari Pada Mondal, Bajetaraf, Shikharpur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Cultivation.

(Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II

On 02/09/2010

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 : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 9449/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/09/2010

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.-859091/-

Certified that the required stamp duty of this document is Rs.- 42965 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 37995/r is paid05508501/09/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 02/09/2010

02/09/2010 17:20:00

2.09.10 (Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 11001 of 2010 (Serial No. 09262 of 2010)

02/09/2010 17:20:00

(Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II

> 2.09.10 (Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

SPECIMEN FORM FOR TEN FINGERPRINTS

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BETWEEN

ANIL MONDAL

..... THE VENDOR

AND

SHALINI FARMS PRIVATE LIMITED

..... THE PURCHASER

SALE DEED

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 35 Page from 977 to 989 being No 11001 for the year 2010.



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2

(Taral Garan Mucherjee) 06-September-2010 ADDL: REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal