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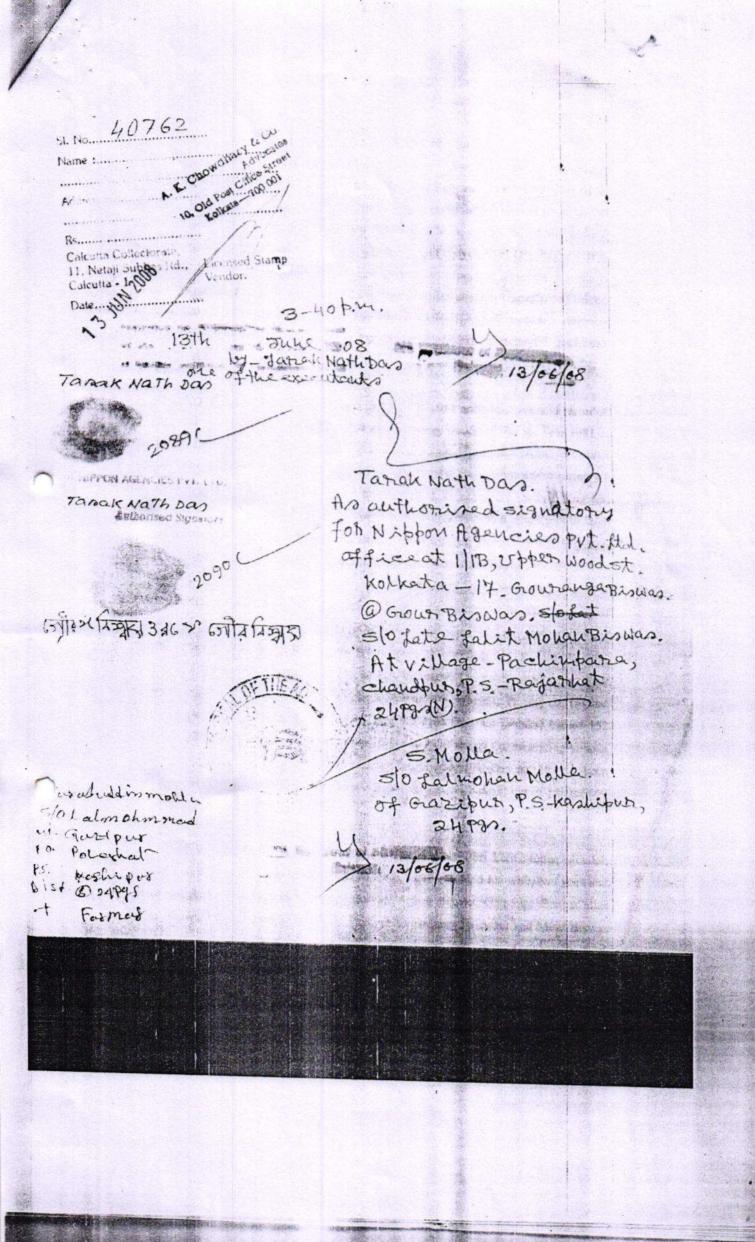
116/08 SALE DEED

A-15345

THIS SALE DEED IS made this with Day of Jun 2 , Two Thousand

and Eight.

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GOURANGA BISWAS alias GOUR BISWAS, son of Late Lalit Mohan Biswas, by faith Hindu, Nationality – Indian, by Occupation – Culvation, residing at Village Pachimpara, Chandpur, 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 her heirs, executors, administrators, legal representatives and assigns) of the FIRST PART AND NIPPON AGENCIES 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, 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, AND.

AND WHEREAS by a Sale Deed dated 29.05.1981 and registered and recorded in book No. I, Volume No. 126, pages 224 to 227, Being No. 5535, for the year 1981 at the office of the District Sub Registrar at cossipore, Dum Dum, said Amulya Charan Biswas sold, transferred and conveyed All That piece and parcel of land admeasuring 9.5 Decimal (Satak) be the same little more or less out of 152 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, Hal Dag No. 161, along with others plot of land, under Khatian No. 307, classified as Sali land, under Chandpur Panchayet, P.S. Rajarhat, District North 24 Parganas, unto and in favour of Sri Lalit Mohan Biswas.

AND WHEREAS in the Records of Right prepared under the Government of West Bengal L. R. Act, the said Sri Lalit Mohan Biswas alias Sri Lalit Mohan Mondal, son of Late Amulya Charan Biswas has been shown as a holding of L.R. Dag No. 161, 543 & 555, under L.R. Khatian No. 502, Mouza Bajetaraf, J.L. no. 50, under Chandpur, Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 161 has been shown 625 shares i.e. measuring an area 9.5 (10) Decimal (Sataks) out of 152 Decimal (Satak), L. R. Dag no. 542 has been shown 5000 shares i.e. measuring an area 45.5 (46) Decimal (Sataks) out of 91 Decimal (Satak) and L. R. Dag no. 555 has been shown 3125 shares i.e. measuring an area 5.625 (6) Decimal (Sataks) out of 18 Decimal (Satak), of Danga land.

AND WHEREAS the said Lalit Mohan Biswas alias Sri Lalit Mohan Mondal, son of Late Amulya Charan Biswas died intestate leaving behind his wife, two sons and three daughters namely Smt. Purnuma Biswas, Ashok Biswas, Gouranga Biswas alias Gour Biswas, Asima Naskar (Biswas), Pratima Chowdhury (Biswas) and Minu Biswas

as his legal heirs and representatives. And thus they became the joint owners of the estate left by said Lalit Mohan Biswas alias Sri Lalit Mohan Mondal, son of Late Amulya Chann Biswas

AND WHEREAS in the Records of Right prepared under the Government of West Bengal L. R. Act, the said Gouranga Biswas alias Gour Biswas, son of Late Lalit Mohan Biswas has been shown as a holding of L.R. Dag No. 102, under L.R. Khatian No. 142, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 102 has been shown 2500 shares i.e. measuring an area 12.25 (12) Decimal (Sataks) out of 49 Decimal (Satak), of Danga land.

AND WHEREAS in the Records of Right prepared under the Government of West Bengal L. R. Act, the said Gouranga Biswas alias Gour Biswas, son of Late Lalit Mohan Biswas has been shown as a holding of L.R. Dag No. 161, 543 & 555, under L.R. Khatian No. 991, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 161 has been shown 0104 shares i.e. measuring an area 1.58 (2) Decimal (Sataks) out of 152 Decimal (Satak), L. R. Dag no. 543 has been shown 0834 shares i.e. measuring an area 7.589 (8) Decimal (Sataks) out of 91 Decimal (Satak) and L. R. Dag no. 555 has been shown 0520 shares i.e. measuring an area 0.936 (1) Decimal (Sataks) out of 18 Decimal (Satak), of Danga land.

AND WHEREAS in the manner aforesaid the vendor herein is the Owner of ALL THAT piece and parcel of undivided share or portion of land admeasuring 22.355 Decimal (Satak) be the same a little more or less out of 310 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R Dag No. 102, 161, 543 & 555, under L.R. Khatian No. 502, 142 & 991, classified as Danga land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas; 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 morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS the Vendor herein has duly been recorded her names in the book of under Chandpur Gram Panchayat as well as recorded his name in the records of

right of the Block Land & Land Reforms Office and as such the Vendor herein became the Owner of the said property as per law of land.

AND WHEREAS since then the Vendor herein has been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt, rent for his/her aforesaid property and no portion of the said land in any manner whatsoever is under and "BHAGCHASE". Moreover, the 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 schedule lands 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. Moreover, no notice has been published against the Vendors by the Public Demand and Recovery Act.

AND WHEREAS the Owner/Vendor herein has agreed to sell and the Purchaser-has agreed to purchase ALL THAT piece and parcel of undivided ½ (Half) share or portion of land admeasuring 11.1775 Decimal (Satak) be the same a little more or less out of 22.355 Decimal (Satak) which arising out of 310 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R Dag No. 102, 161, 543 & 555, under L.R. Khatian No. 502, 142 & 991, classified as Danga land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, being the SECOND SCHEDULE property hereunder written at or for a total consideration of Rs. 13,95,494/- (Rupees Thirteen Lacs Ninety Five Thousand Four Hundred and Ninety Four) 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. 13,95,494/- (Rupees Thirteen Lacs Ninety Five Thousand Four Hundred and Ninety Four) 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 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-ininterest 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 SECOND 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. All that the said property including liberties, privileges, with all using right and all rights of ingress and egress including all easement rights, title, interest, possession of the Vendor into and/or upon the said Schedule Property. 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, interest and assigns absolutely forever. 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 TIIAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owner/Vendor or 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 charges attachments liens lispendens and adverse claim. 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 his/her 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 Owners/Vendors, 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-in-interest 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-in-interest 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 is 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 has good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser herein in the manner aforesaid.
- 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.
- 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.

- 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 bythe Purchaser shall be reasonably required.
- 5. The Vendor do hereby certify that the said properties, under SCHEDULE is not a Government land and ner 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Entire Property)

ALL THAT piece and parcel of undivided share or portion of land admeasuring 22.355 Decimal (Satak) be the same a little more or less out of 310 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R Dag No. 102, 161, 543 & 555, under L.R. Khatian No. 502, 142 & 991, classified as Danga land, under Chandpur Grum, Panchayat, P.S. Rajarhat District North 24 Parganas.

[The land measuring an area of 12.25 Decimal (Satak) out of 49 Decimal (Satak) in L.R. Dag No. 102, 1.58 Decimal (Satak) out of 152 Decimal (Satak) in L.R. Dag No. 161, 7.589 Decimal (Satak) out of 91 Decimal (Satak) in L.R. Dag No. 543 and 0.936 Decimal (Satak) out of 18 Decimal (Satak) in L.R. Dag No. 555].

THE SECOND SCHEDULE ABOVE REFERRED TO

(Sold Area)

ALL THAT piece and parcel of undivided ½ (Half) share or portion of land admeasuring 11.1775 Decimal (Satak) be the same a little more or less out of 22.355 Decimal (Satak) which arising out of 310 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R Dag No. 102, 161, 543 & 555, under L.R. Khatian No. 502, 142 & 991, classified as Danga land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas.

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 Purchaser in the presence of

WITNESSES:

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2. Balela ghos q VIII- Noedinukerndo P. v. ulter readhabfur Diti- 24 pg (s) র্জীর র বিস্মান্ত 3,46 থ রেগীর বিস্মৃত্য

VENDOR

SIGNED, SEALED AND DELIVERED

by the Vendors in the presence of

WITNESSES:

1. Suxududdinmolla

2. palla ghos

FOR NIPPON AGENCIES PVI. LIL

Tanak Nath Das Bulbonsed Signalom

PURCHASER

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

And

Drafted by me

Arup Kumar Den.

Advocate

Hip cout colutte

RECEIPT

Received a sum of Rs. 13,95,494/- (Rupees Thirteen Lacs Ninety Five Thousand Four Hundred and Ninety Four) 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. 13,95,494/-

(Rupees Thirteen Lacs Ninety Five Thousand Four Hundred and Ninety Four) only.

Witnesses :-

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2. Balela ghosh

VENDOR

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 79 Page from 1397 to 1408 being No 05335 for the year 2008.



(Ajoy Kr P

(Ajoy Kr Pradhan) 10-February-2009 A. R. A. - II KOLKATA Office of the A. R. A. - II KOLKATA West Bengal

