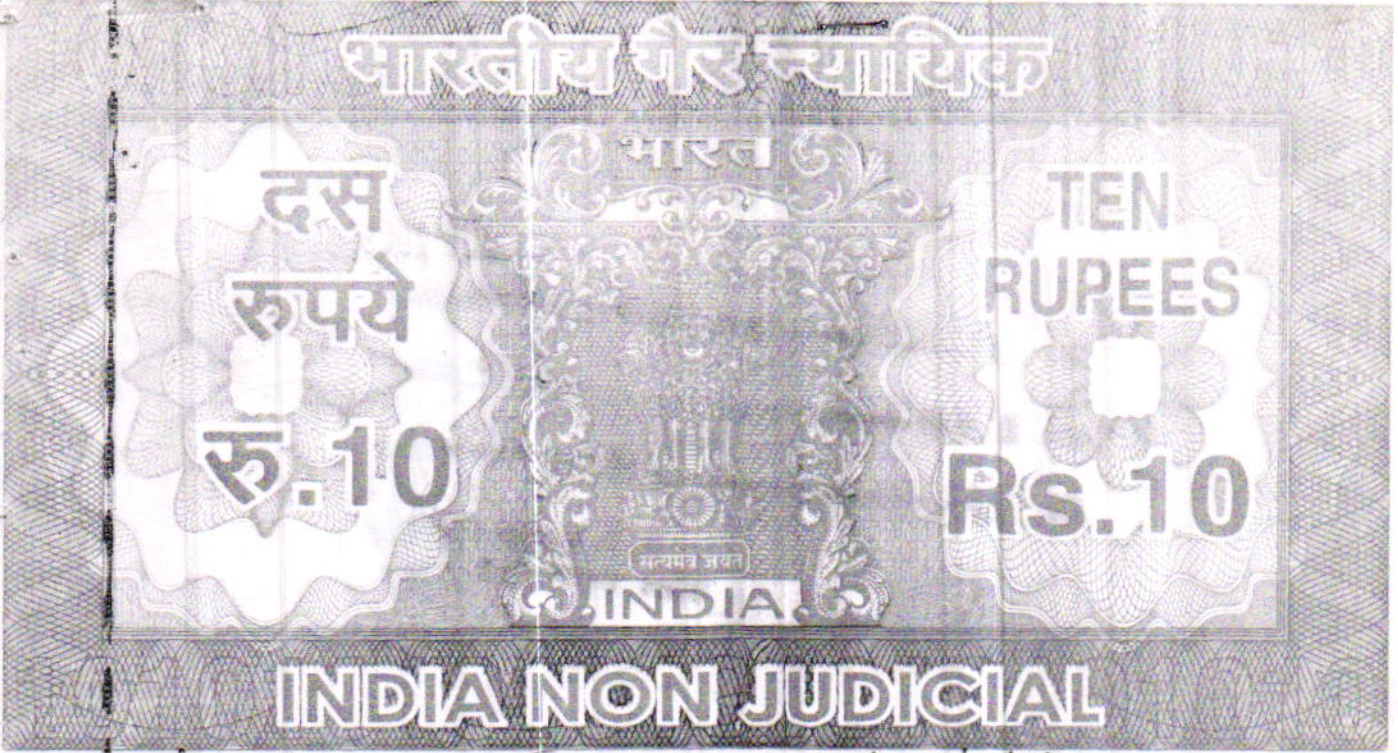


Double 5342/08

BTA-177



137

copy sent - 3225

Date 11/2/09

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

31AA 265329

3349 3361
 5342 80
 97250
 8250

...	4.00
...	156.00
...	20.00
...	<u>130.00</u>

SR Choudhury
3225 date 11/2/09

Accord Keeper
Registrar of Assurances
Kolkata

11/2/09

08 JUL 2009

28249

~~DATED~~

~~B. Acharyya~~

B. Acharyya
Advocate
High Court, Calcutta

~~Advocate
High Court, Calcutta~~

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BTA-177

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05842



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



228377

Administrative stamp - 5000 Rupee stamp
 under the Stamp Act, 1899
 and also as amended by W. Bengal
 Stamp Amendment Act, 1922
 Schedule II, Part II
 For full details - 23.5d/1

Admitted

REG. REGISTRAR OF ASSURANCE
 Kolkata 21.6.09

112080 35/8

SALE DEED

THIS SALE DEED IS made this 3rd Day of *May*, Two Thousand
 and Eight.

See 18/8/08

23/11/43 150

25751
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55
25
4

25842

A-25751
 E- 7
 9- 55
 ma- 25
 mb- 4

 25842

BETWEEN

max position
10.5/16
7/10/08



12384

3 MAY 2008



Advocate
17, 17A, 17B, Office Street
17 Room, 17A, 17B, Floor
KOLKATA - 700 001
A. S. PHILLIPS
NEW COOLIDGE ROAD

S.P.M.

3rd May 08
Tarak Nath Das
one of the Executants
Commissioned at: 10 old post office street

Tarak Nath Das



1666

03/05/08

For NIPPON AGENCIES PVT. LTD.

Tarak Nath Das
Authorized Signatory



1668

Tarak Nath Das, s/o - X, as Authorized Signatory for Nippon Agencies Pvt. Ltd., office at 1/17B, Upper Wood Street, Kol-1
Beeheram Mondal, s/o Hazaribala Mondal alias Hazaripada Mondal, Hindu Cultivator residing at vill. - Bajetaraf, P.O. - Shikharpi P.S. - Rajarhat

Panchu Mattal
s/o - Gobinda Mattal
Bajetaraf, P.S. - Rajarhat
24 Prags (N), Business

03/05/08

Handwritten notes in Bengali script, including names like 'Tarak Nath Das' and 'Beeheram Mondal'.

BECHARAM MONDAL, son of Hazaribala Mondal alias Hazaripada Mondal, by faith Hindu, Nationality – Indian, by Occupation – Cultivation, residing at Village Bajetaraf, P.O. Shikharpur, P.S. Rajarhat, 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**.

WHEREAS in the Records of Right prepared under the Government of West Bengal L. R. Act, Hazaribala Mondal alias Hazaripada Mondal was recorded as holding of L.R. Dag No. 23, 26, 41, 42, 55, 99, 101, 106, 511, 558, 579, 580, 616, 668, 674 & 7/1231, under L.R. Khatian No. 646, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L.R. Dag no. 23 has been shown as 5000 Share i.e., 3 Decimal (Satak) out of 13 Decimal (Satak), L.R. Dag no. 26 was shown as 5000 Share i.e., 15 Decimal (Satak) out of 30 Decimal (Satak), L.R. Dag no. 41 was shown as 5000 Share i.e., 35 Decimal (Satak) out of 70 Decimal (Satak), L.R. Dag no. 42 was shown as 2750 Share i.e., 16.5 (17) Decimal (Satak) out of 60 Decimal (Satak), L.R. Dag no. 55 was shown as 5000 Share i.e., 12 Decimal (Satak) out of 24 Decimal (Satak), L.R. Dag no. 99 was shown as 5000 Share i.e., 6 Decimal (Satak) out of 12 Decimal (Satak), L.R. Dag no. 101 was shown as 5000 Share i.e., 9 Decimal (Satak) out of 18 Decimal (Satak), L.R. Dag no. 106 was shown as 5000 Share i.e., 16.5 Decimal (Satak) out of 33 Decimal (Satak), L.R. Dag no. 511 has been shown as 5000 Share i.e., 41.5 (42) Decimal (Satak) out of 83 Decimal (Satak), L.R. Dag no. 558 was shown as 5000 Share i.e., 10 Decimal (Satak) out of 20 Decimal (Satak), L.R. Dag no. 579 has been shown as 5000 Share i.e., 30.5 (31) Decimal (Satak) out of 61 Decimal (Satak), L.R. Dag no. 580 was shown as 1250 Share i.e., 10 Decimal (Satak) out of 80 Decimal (Satak), L.R. Dag no. 616 was shown as 5000 Share i.e., 10.5 (10) Decimal (Satak) out of 21 Decimal (Satak), L.R. Dag no. 668 has been shown as 2500 Share i.e., 16.5 (17) Decimal (Satak) out of 66 Decimal (Satak), L.R. Dag no. 674 was shown as 625 Share i.e., 9.81 Decimal (Satak) out of 157 Decimal (Satak) and L.R. Dag no. 7/1231 was shown as 5000 Share i.e., 24 Decimal (Satak) out of 48 Decimal (Satak),.

AND WHEREAS the said Hazaribala Mondal alias Hazaripada Mondal died intestate leaving behind him his widow Late Sushila Mondal, three sons namely,

Kenaram Mondal, Becharam Mondal and Biswanath Mondal and one daughter namely, Parinita Mondal (Naskar) as his legal heirs and representatives. And accordingly they became the joint owners of the estate left by said Hazaribala Mondal alias Hazaripada Mondal since deceased. Thus the each of them became the owner of land measuring an area of 1.625 Decimal (Satak) out of 13 Decimal (Satak) in L.R. Dag No. 23, 3.75 Decimal (Satak) out of 30 Decimal (Satak) in L.R. Dag No. 26, 8.75 Decimal (Satak) out of 70 Decimal (Satak) in L.R. Dag No. 41, 4.125 Decimal (Satak) out of 60 Decimal (Satak) in L.R. Dag No. 42, 3 Decimal (Satak) out of 24 Decimal (Satak) in L.R. Dag No. 55, 1.5 Decimal (Satak) out of 12 Decimal (Satak) in L.R. Dag No. 99, 2.25 Decimal (Satak) out of 18 Decimal (Satak) in L.R. Dag No. 101, 4.125 Decimal (Satak) out of 33 Decimal (Satak) in L.R. Dag No. 106, 10.375 Decimal (Satak) out of 83 Decimal (Satak) in L.R. Dag No. 511, 2.5 Decimal (Satak) out of 20 Decimal (Satak) in L.R. Dag No. 558, 7.625 Decimal (Satak) out of 61 Decimal (Satak) in L.R. Dag No. 579, 2.5 Decimal (Satak) out of 80 Decimal (Satak) in L.R. Dag No. 580, 2.625 Decimal (Satak) out of 21 Decimal (Satak) in L.R. Dag No. 616, 4.125 Decimal (Satak) out of 66 Decimal (Satak) in L.R. Dag No. 668, 2.452 Decimal (Satak) out of 157 Decimal (Satak) in L.R. Dag No. 674, 6 Decimal (Satak) out of 48 Decimal (Satak) in L.R. Dag No. 7/1231, totaling an area of 67.327 Decimal (Satak) be the same little more or less out of 796 Decimal (Satak).

AND WHEREAS in the manner aforesaid the vendor herein is the Owner of all that piece and parcel of land admeasuring 67.327 Decimal (Satak) be the same little more or less out of 796 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R. Dag No. 23, 26, 41, 42, 55, 99, 101, 106, 511, 558, 579, 580, 616, 668, 674 & 7/1231, under L.R. Khatian No. 646, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, hereinafter referred to **FIRST 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 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 are 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 of all that piece and parcel of **undivided 1/4th (one fourth)** share or portion of land admeasuring 16.83175 Decimals (Satak) be the same little more or less out of 67.327 Decimal (Satak) which arising out of 796 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R. Dag No. 23, 26, 41, 42, 55, 99, 101, 106, 511, 558, 579, 580, 616, 668, 674 & 7/1231, under L.R. Khatian No. 646, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, of the hereinafter referred to **SECOND SCHEDULE** property hereunder written at or for a total consideration of Rs. 23,41,143.50/- (Rupees Twenty Three Lacks Forty One Thousand One Hundred Forty Three and paise Fifty) only, the said Schedule property is free from all encumbrances, attachments, liens and lispensens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 23,41,143.50/- (Rupees Twenty Three Lacks Forty One Thousand One Hundred Forty Three and paise Fifty) 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-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, lispensens, 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-in-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 THAT 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.
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.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Entire Property)

ALL THAT piece or parcel of undivided share or portion of land admeasuring of 67.327 Decimal (Satak) be the same little more or less out of 796 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R. Dag No. 23, 26, 41, 42, 55, 99, 101, 106, 511, 558, 579, 580, 616, 668, 674 & 7/1231, under L.R. Khatian No. 646, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas.

(The land measuring an area of 1.625 Decimal (Satak) out of 13 Decimal (Satak) in L.R. Dag No. 23, 3.75 Decimal (Satak) out of 30 Decimal (Satak) in L.R. Dag No. 26, 8.75 Decimal (Satak) out of 70 Decimal (Satak) in L.R. Dag No. 41, 4.125 Decimal (Satak) out of 60 Decimal (Satak) in L.R. Dag No. 42, 3 Decimal (Satak) out of 24 Decimal (Satak) in L.R. Dag No. 55, 1.5 Decimal (Satak) out of 12 Decimal (Satak) in L.R. Dag No. 99, 2.25 Decimal (Satak) out of 18 Decimal (Satak) in L.R. Dag No. 101, 4.125 Decimal (Satak) out of 33 Decimal (Satak) in L.R. Dag No. 106, 10.375 Decimal (Satak) out of 83 Decimal (Satak) in L.R. Dag No. 511, 2.5 Decimal (Satak) out of 20 Decimal (Satak) in L.R. Dag No. 558, 7.625 Decimal (Satak) out of 61 Decimal (Satak) in L.R. Dag No. 579, 2.5 Decimal (Satak) out of 80 Decimal (Satak) in L.R. Dag No. 580, 2.625 Decimal (Satak) out of 21 Decimal (Satak) in L.R. Dag No. 616, 4.125 Decimal (Satak) out of 66 Decimal (Satak) in L.R. Dag No. 668, 2.452 Decimal (Satak) out of 157 Decimal (Satak) in L.R. Dag No. 674, 6 Decimal (Satak) out of 48 Decimal (Satak) in L.R. Dag No. 7/1231].

THE SECOND SCHEDULE ABOVE REFERRED TO

(Sold Area)

ALL THAT piece and parcel of **undivided 1/4th (one fourth)** share or portion of the **FIRST SCHEDULE** property being land admeasuring 16.83175 Decimals (Satak) be the same little more or less out of 67.327 Decimal (Satak) which arising out of 796 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R. Dag No. 23, 26, 41, 42, 55, 99, 101, 106, 511, 558, 579, 580, 616, 668, 674 & 7/1231, under L.R. Khatian No. 646, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas.


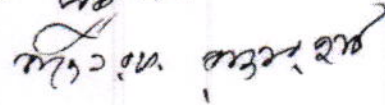
IN WITNESS WHEREOF the parties have subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. Partha Mondal
vii - Bajetaras
P.S - Rajarhat
D - (N) 24 Pgs

2. 




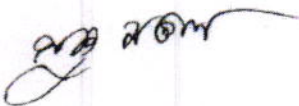
VENDOR

SIGNED, SEALED AND DELIVERED

by the Vendors in the presence of

WITNESSES:

1. Partha Mondal

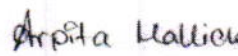
2. 

For NIPPON AGENCIES PVT. LTD.

Tarak Nath Das
Authorised Signatory

PURCHASER

Read over and explained in Bengali
to the executant and
Drafted by me


Advocate, High Court, Calcutta.

RECEIPT

Received a sum of Rs. 23,41,143.50/- (Rupees Twenty Three Lacks Forty One Thousand One Hundred Forty Three and paise Fifty) 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. 23,41,143.50/-

(Rupees Twenty Three Lacks Forty One Thousand One Hundred Forty Three and paise Fifty) only.

6267813-30m

Witnesses :-




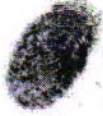

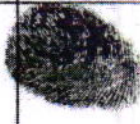
















1. Partha Mondal

2.

Handwritten signature of Partha Mondal

VENDOR

SPECIMEN FORM FOR TEN FINGERPRINTS

	Tarak Nath Das						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	G. B. Singh						
		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)							

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 80
Page from 3349 to 3361
being No 05342 for the year 2008.



(Tarak Baran Mukherjee) 14-May-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal



Certified to be a True Copy

Adl. Registrar of Assurances-II,
Kolkata

13/5/09

⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞
DATED THIS 3rd DAY OF May, 2008
⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞⊞

BETWEEN

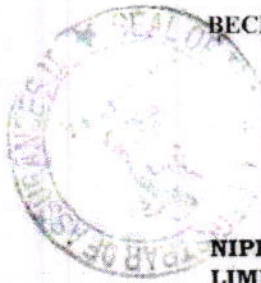
BECHARAM MONDAL .

... THE VENDORS

AND

NIPPON AGENCIES PRIVATE
LIMITED.

.....THE PURCHASER



SALE DEED

A.K.CHOWDHURY & CO.

Advocates
10, Old Post Office Street
Kolkata - 700001

(1)