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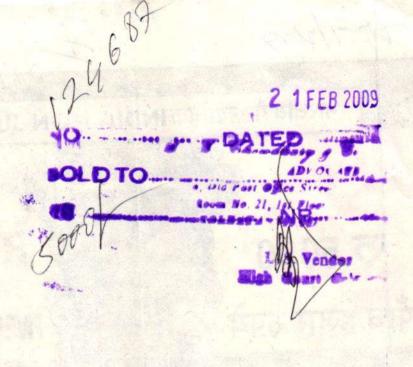
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SALE DEED

THIS SALE DEED IS made this 21 tDay of Feb , Two Thousand and Nine.

BETWEEN



Tanax Nath Das

DRSQ30

For VEDIC DIAMOND IT-LINKS PYT. LTD.

Tanak Nath Das

Authorised Signatory

Samble north Paravas

Suborata Bismas ganot-Sambuu Natu Bismas Kal-135. Buigmes.



SAMBHUNATH BISWAS, son of Bisheshwar Biswas, by faith Hindu, Nationality – Indian, by Occupation – Cultivation, residing at Village 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 his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART AND VEDIC DIAMOND IT-LINKS PVT. LTD. a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 68/2, Harish Mukherjee Road, Kolkata- 700 025, 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, the said Sambhunath Biswas, son of Bisheshwar Biswas, has been shown as a holding of L.R. Dag Nos. 75, 80, 81, 86, 87, 88, 103 & 104, along with other plots of land, under L.R. Khatian No. 521, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 75 has been shown as undivided 0833 shares i.e. measuring an area 0.83 (1) Decimals (Sataks) out of 10 Decimals (Sataks), L. R. Dag no. 80 has been shown as undivided 0833 shares i.e. measuring an area 0.92 (1) Decimals (Sataks) out of 11 Decimals (Sataks), L. R. Dag no. 81 has been shown as undivided 0417 shares i.e. measuring an area 0.67 (1) Decimals (Sataks) out of 16 Decimals (Sataks), L. R. Dag no. 86 has been shown as undivided 2000 shares i.e. measuring an area 2 Decimals (Sataks) out of 10 Decimals (Sataks), L. R. Dag no. 87 has been shown as undivided 0833 shares i.e. measuring an area 0.92 (1) Decimals (Sataks) out of 11 Decimals (Sataks), L. R. Dag no. 88 has been shown as undivided 0833 shares i.e. measuring an area 1.91 (2) Decimals (Sataks) out of 23 Decimals (Sataks), L. R. Dag no. 103 has been shown as undivided 0417 shares i.e. measuring an area 2.54 (2) Decimals (Sataks) out of 61 Decimals (Sataks), L. R. Dag no. 104 has been shown as undivided 0833 shares i.e. measuring an area 4.66 (1) Decimals (Sataks) out of 4.66 (5) Decimals (Sataks), of Sali land.



AND WHEREAS in the manner aforesaid the vendor herein is the Owner of ALL THAT piece or parcel of undivided share of Land admeasuring 14.45 Decimal (Satak) be the same little more or less out of 198 Decimal (Satak), lying and situated at Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag No. 75, 80, 81, 86, 87, 88, 103 & 104, under L.R. Khatian No. 521, classified as Sali land, under Chandpur Gram Panchayet, 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 **Schedule** Property hereunder written.

AND WHEREAS the Vendor herein has duly been recorded his name in the book of Chandpur Gram Panchayet as well as recorded her 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 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.

Additional Tell of Assurence Kelkata

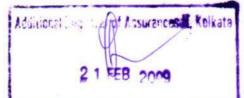
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AND WHEREAS the owner herein entered into a Development Agreement on the above land with Vedic Village Developer Pvt.Ltd. in the year 2005.

AND WHEREAS the Owner/Vendor herein has agreed to sell and the Purchaser has agreed to purchase the hereinafter referred to SCHEDULE property hereunder written at or for a total consideration of Rs. 17,07,727/- (Rupees Seventeen Lac Seven Thousand Seven Hundred and Twenty Seven) 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. 17.07.727/- (Rupees Seventeen Lac Seven Thousand Seven Hundred and Twenty Seven) 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, 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-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, successorsin-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



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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.



Additional Regist of Assurances Kelkara

2 FEB 2009

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 SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of undivided share of land admeasuring 14.45 Decimal (Satak) be the same little more or less out of 198 Decimal (Satak), lying and situated at Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag No. 75, 80, 81, 86, 87, 88, 103 & 104, under L.R. Khatian No. 521, classified as Sali land, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas.

[The land measuring an area of 0.83 Decimal (Sataks) out of 10 Decimals (Sataks) in R.S. & L.R. Dag No. 75,

The land measuring an area of 0.92 Decimal (Sataks) out of 11 Decimal (Satak) in R.S. & L.R. Dag no. 80.

The land measuring an area of 0.67 Decimal (Sataks) out of 16 Decimals (Sataks) in R.S. & L.R. Dag No. 81,

The land measuring an area of 2 Decimal (Sataks) out of 10 Decimals (Sataks) in R.S. & L.R. Dag No. 86,

The land measuring an area of 0.92 Decimal (Sataks) out of 11 Decimals (Sataks) in R.S. & L.R. Dag No. 87,

The land measuring an area of 1.91 Decimal (Sataks) out of 23 Decimals / (Sataks) in R.S. & L.R. Dag No. 88,

The land measuring an area of 2.54 Decimal (Sataks) out of 61 Decimals (Sataks) in R.S. & L.R. Dag No. 103 and

The land measuring an area of 4.66 Decimal (Sataks) out of 56 Decimals (Sataks) in R.S. & L.R. Dag No. 104,]



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:

1. Suborata Bismas

2 ज्यान एक्टर

Samlehu Matty Bibwas.

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. Suborata Bismas

2. estas cuto

For VEDIC DIAMOND IT-LINKS PVT. LTD. Tanak Nath Das Authorised Signatory (PANNO: LACCA 63489)

PURCHASER

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

Drafted by me

Debdwold Halden

Advocate High Court. Colcutta

2 1 FEB 2000



RECEIPT

Received a sum of Rs. 17,07,727/- (Rupees Seventeen Lac Seven Thousand Seven Hundred and Twenty Seven) 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 or Ry Cueauc

Rs. 17,07,727/-

(Rupees Seventeen Lac Seven Thousand Seven Hundred and Twenty Seven) only.

Witnesses :-

1. Bublista Bismas Bajetsat. Suipharpur. Rajarhat. 24-P(N)

5. - (1.) 28 Mi. 21. - (1.) 28 Mi. 21. - (2000 20070 21. - (2000 20070 Samblin valy Limas



Government Of West Bengal Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place (North), KOLKATA

Endorsement For deed Number : I-01672 of :2009 (Serial No. 01071, 2009)

On 21/02/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.10 hrs on :21/02/2009, at the Private residence by Tarak Nath Das, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 21/02/2009 by

1. Sambhu Nath Biswas, son of Bisheshwar Biswas , Village Chandpur North 24 Pgs. , Thana Rajarhat, By caste Hindu.by Profession : Cultivation

2. Tarak Nath Das, Authorised Signatory, Vedic Diamond I T - Links Pvt. Ltd., 68/2, Harish Mukherjee Road, Kolkata

- 700025, profession: Others

Identified By Subrata Biswas, son of Sambhu Nath Biswas Kolkata - 135 Thana: ., by caste Hindu, By Profession :Business.

> Name of the Registering officer : Ajoy Kr Pradhan Designation : A. R. A. - II KOLKATA

On 23/02/2009

Certificate of Admissibility(Rule 43)

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) = 18777/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/on:23/02/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1707727/-

Certified that the required stamp duty of this document is Rs 85396 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 80425/ is paid, by the draft number 965409, Draft Date 21/02/2009 Bank Name STATE BANK OF INDIA

> [Ajoy Kr Pradhan] A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF KOLKATA

Govt. of West Bengal 23, 2.09

Page: 1 of 2

Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place (North), KOLKATA

Endorsement For deed Number :I-01672 of :2009 (Serial No. 01071, 2009)

, KOLKATA, received on :23/02/2009.

Name of the Registering officer :Ajoy Kr Pradhan Designation :A. R. A. - II KOLKATA



[Ajoy Kr Pradhan] A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF KOLKATA

Govt. of West Bengal 23. 2.09

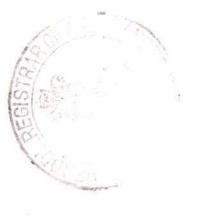
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BETWEEN

SAMBHUNATH BISWAS

THE VENDOR

AND

VEDIC DIAMOND IT-LINKS PVT. LTD.

THE PURCHASER

SALE DEED

A. K. CHAUDHURY & CO.

Advocates
10, Old Post Office Street,
Kolkata – 700001.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 4692 to 4705 being No 01672 for the year 2009.



(Ajoy Kr Pradhan) 26 February-2009 A. R. A. - II KOLKATA Office of the A. R. A. - II KOLKATA West Bengal