

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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Certified that the Document is admitted to Registration. The Signature Sheet and the endorsament size sheet and the endorsament size sheet and this document are the part of this Document.

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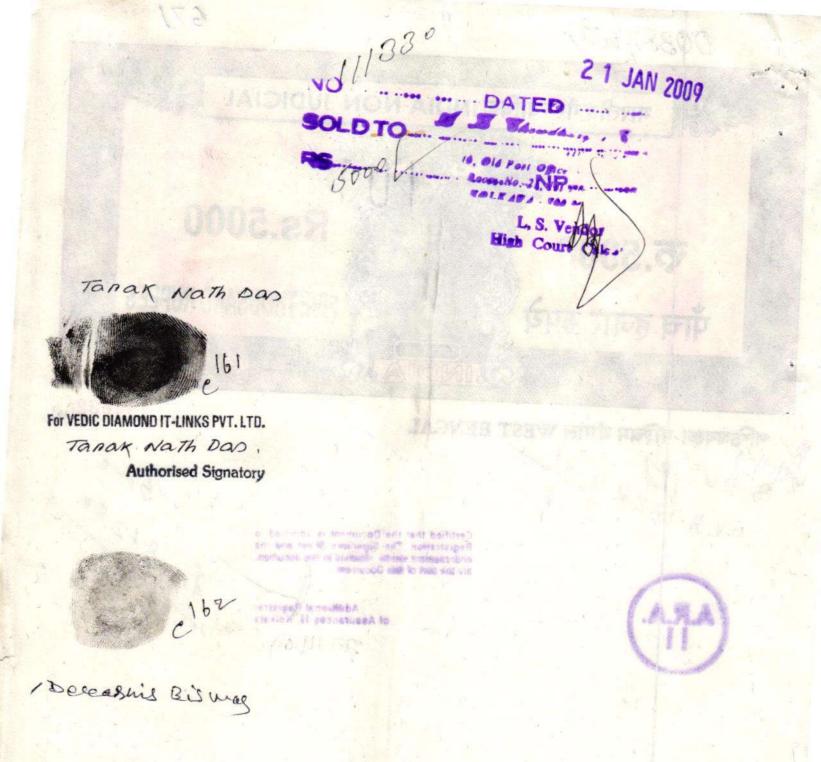
# SALE DEED

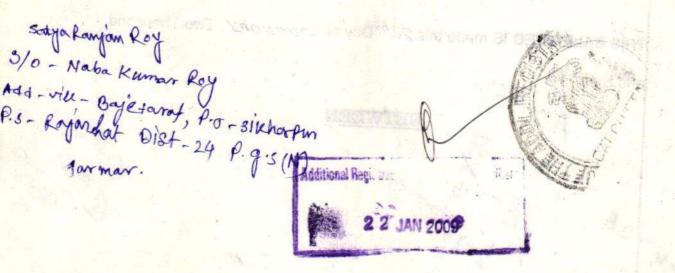
THIS SALE DEED IS made this 22 nd Day of January, Two Thousand

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A CONTRACTOR OF THE PARTY OF TH

<u>DEBASHIS BISWAS</u>, son of Sadhan Chandra Biswas, by faith Hindu, Nationality – Indian, by Occupation – Cultivation, residing at Village Chandpur., P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as "<u>THE VENDOR</u>" (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 <u>FIRST PART AND VEDIC DIAMOND IT-LINKS PVT. LTD.</u> 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 "<u>THE PURCHASER</u>" (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 <u>SECOND PART AND</u>.

WHEREAS in the Records of Right prepared under the Government of West Bengal L. R. Act, the said Debashis Biswas, son of Sadhan Chandra Biswas, has been shown as a holding of L.R. Dag Nos. 109, 212 & 234, along with other plots of land, under L.R. Khatian No. 223, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, where L. R. Dag no. 109 has been shown as undivided 2000 shares i.e. measuring an area 8 Decimal (Sataks) out of 40 Decimal (Satak), L. R. Dag no. 212 has been shown as undivided 2000 shares i.e. measuring an area 6.4 (6) Decimal (Sataks) out of 32 Decimals (Sataks) and L. R. Dag no. 234 has been shown as undivided 2000 shares i.e. measuring an area 16.80 (17) Decimal (Sataks) out of 84 Decimals (Sataks) of Sali and Danga land.

AND WHEREAS in the manner aforesaid the vendor herein is the Owner of all that piece and parcel of undivided share of land admeasuring 31.20 Decimal (Satak) be the same a little more or less out of 156 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, L.R. Dag Nos. 109, 212 & 234, under L.R. Khatian No. 223, classified as Sali 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

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any interference and disturbance of any manner whatsoever from any corner whatsoever morefully and particularly described in the **First 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.

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 share of land admeasuring 15.60 Decimals (Sataks) be the same a little more or less being the undivided 1/2 (half) share or portion of land out of 31.20 Decimals (Sataks) which arising out of 156 Decimals (Sataks) lying and situated at Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag Nos. 109, 212 & 234, under L.R. Khatian

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No. 223, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, being the hereinafter referred to **SECOND SCHEDULE** property hereunder written at or for a total consideration of Rs. 18,24,728/- (Rupees Eighteen Lacs Twenty Four Thousand Seven Hundred and Twenty Eight) 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. 18,24,728/- (Rupees Eighteen Lacs Twenty Four Thousand Seven Hundred and Twenty Eight) 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

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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 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

Additional Registrate of Assurances II, Kolkata

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:

- 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.
- 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

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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 of Land admeasuring 31.20 Decimal (Satak) be the same a little more or less out of 156 Decimal (Satak) lying and situated at Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag Nos. 109, 212 & 234, under L.R. Khatian No. 223, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas.

[The land measuring an area of 8 Decimal (Satak) out of 40 Decimal (Satak) in R.S. & L.R. Dag No. 109,

The land measuring an area of 6.4 Decimal (Satak) out of 32 Decimals (Sataks) in R.S. & L.R. Dag No. 212 and

The land measuring an area of 16.8 Decimal (Satak) out of 84 Decimals (Sataks) in R.S. & L.R. Dag No. 234].

#### THE SECOND SCHEDULE ABOVE REFERRED TO

(Sold Area)

All That piece and parcel of undivided share of land admeasuring 15.60 Decimals (Sataks) be the same a little more or less being the undivided 1/2 (half) share or portion of land out of 31.20 Decimals (Sataks) which arising out of 156 Decimals (Sataks) lying and situated at Mouza Bajetaraf, J.L. no. 50, R.S. & L.R. Dag Nos. 109, 212 & 234, under L.R. Khatian No. 223, classified as Sali land, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas.



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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. hd. your AL; 2. Sotya Ranjam Roy

Add. vik-Bajetarat, P.O. Shikanpur
P.S. Rajandhat Dist-24 P.g.s(N)

## SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

### WITNESSES:

2. satya kanjan koy

For VEDIC DIAMOND IT-LINKS PVT. LTD.

Tarak Noth Das . **Authorised Signatory** 

**PURCHASER** 

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

And.

Drafted by me

Asup Kr. Dey. Advocate High Court, Calentta.

Additional Partie of the Assistances IL Kolkata

### RECEIPT

Received a sum of Rs. 18,24,728/- (Rupees Eighteen Lacs Twenty Four Thousand Seven Hundred and Twenty Eight) 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. 18,24,728/-

(Rupees Eighteen Lacs Twenty Four Thousand Seven Hundred and Twenty Eight) only.

Witnesses :-

1. Md. younus. Ay.

Deleasies Risma VENDOR

2. Satja Ranjan Loy

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

Endorsement For deed Number :I-00671 of :2009 (Serial No. 00387, 2009)

#### On 22/01/2009

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

Presented for registration at 17.45 hrs on :22/01/2009, at the Private residence by Tarak Nath Das, Claimant.

#### Admission of Execution(Under Section 58)

Execution is admitted on 22/01/2009 by

1. Dbashis Biswas, son of Sadhan Chandra Biswas ,Chandpur North 24 Pgs. ,Thana Rajarhat, By caste Hindu,by Profession :Cultivation

2. Tarak Nath Das, Authorised Signatory, Vedic Diamond 1T- Links Pvt. Ltd., 68/2, Harish Mukherjee Road, Kolkata

- 700025, profession : Business

Identified By Satya Ranjan Roy, son of Naba Kumar Roy Bajetaraf North 24 Pgs. Thana: Rajarhat, by caste Hindu, By Profession: Others.

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

#### On 27/01/2009

#### 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) = 20064/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:27/01/2009

#### 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-1824728/-

Certified that the required stamp duty of this document is Rs 91246 /- and the Stamp duty paid as: Impresive Rs-5000

#### Deficit stamp duty

Deficit stamp duty Rs 362802 is paid by the draft number 964425, Draft Date 22/01/2009 Bank Name State Bank Of India

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

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF

KOLKATA

Govt. of West Bengal

27/11/09

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# BETWEEN

# **DEBASHIS BISWAS**

..... THE VENDORS

AND

VEDIC DIAMOND IT-LINKS PRIVATE. LIMITED.

..... THE PURCHASER

# SALE DEED

A. K. CHOWDHURY

Advocate

10, Old Post Office Street,

Kolkata – 700001.



# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 3423 to 3435 being No 00671 for the year 2009.



(Ajoy Kr Pradhan) 28-January-2009 A. R. A. - II KOLKATA Office of the A. R. A. - II KOLKATA West Bengal