

8370/11

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09/2/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

v/c-2414/11 381809

u/s-28
 8.2.2011
 KIN/1499520



Certified that the Document is admitted in Registration. The Signature Sheet and the Adorsement sheets attached to this document are the part of the Document.

Additional Registrar
 of Assurances Kolkata
 29.10.11

THIS INDENTURE made this 21st day of October 2011
BETWEEN BJM INDUSTRIES LIMITED (Formerly Bengal Jute Mills Company Ltd.), a Company incorporated within the meaning of the Companies Act, 1956 **HOLDING PAN: AABCB3681N**, having its Registered Office at 8, Binoy Badal Dinesh Bag (East), Kolkata-700001, P.S. Hare Street, represented by one of its Directors **SHRI VISHAL JALAN**, Son

25
 71

6783

SL No. Sold To.

Rs. Addn.

P. K. DAS

(Govt) LICENSED STAMP VENDOR

11A, High Ground Street, Kol-87

L. No 285, RS

Rev. Sign.

DEBABRATA BANERJEE
Advocate
12/1, Lindsay Street, Ground & 2nd Floor
Front Building, Kolkata - 700087
Ph : 2252-2633/3241

19 OCT 2011

On behalf of Bhanji



Signature of On behalf of Bhanji



FOR DREAM HOMES PVT. LTD

On behalf of Bhanji
Director



Signature of On behalf of Bhanji



SJM INDUSTRIES LTD

Vishal Jaldan
Director

(VISHAL JALDAN)

Registrar of Assurances-1, Kolkata
21 OCT 2011

Tapam Chakraborty
S/o Late R. N. Chakraborty
12/1, Lindsay Street
Kol-87, P. S. - New Market
Service

of Sri Umesh Jalan, of 8, Binoy Badal Dinesh Bag (East), Kolkata-700001, P.S. Hare Street, hereinafter referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **ONE PART** :

AND

SUSHIL KUMAR AGARWAL Son of Kanhiya Lal Agarwal, Holding PAN: ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.S. Howrah, hereinafter referred to as "**THE PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART** :

AND

DREAM HOMES PVT. LTD. a Company incorporated within the meaning of the Companies Act, 1956 HOLDING PAN : **AAACD8862G** having its Registered Office at 37A, 2ND Floor, Room No.215B, Bentinck Street, Kolkata-700069, P.S. Hare Street, represented by one of its Director **OM PRAKASH BHARTIA** son of Late Bhanwar Lal Bhartia, residing at 640, Block-'O', New Alipore, Kolkata-700053, P.S. New Alipore, hereinafter referred to as "**THE DEVELOPERS/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **THIRD PART** :

WHEREAS the Ganges Manufacturing Company Limited a company incorporated under the Indian Companies Act and having its registered office at 2, Fairlie Place in the city at Kolkata sold Conveyed and transferred ALL THAT land measuring more or less 106 Bighas together with all houses buildings bungalows, and other structures under Mouza Bajeh Shibpur, Parganas Baro Paikan thana Shibpore, District - Howrah on 29th June, 1940 to Bengal Jute Mills Company Limited a company incorporated under the Companies Act and having its registered office at 61, Harrison Road in the city of Kolkata, by executing a registered deed of conveyance on 29th June, 1940 at the office of


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Registrar of Assurances Kolkata and recorded in Book No.I, Volume No.71, Pages 158 to 170 being No.2302 for the year 1940.

AND WHEREAS the vendor was the sole and absolute Owner of Premises No.493B, Grand Trunk Road (south), Police Station Shibpur, within the area of Howrah Municipal Corporation in the District of Howrah hereinafter called the 'Larger Premises'.

AND WHEREAS from time to time the vendor sold certain portions of the Larger Premises to certain persons and retained other portions of the land and building comprised in the Larger Premises.

AND WHEREAS the Vendor has continued to remain absolutely seized and possessed of or otherwise well and sufficiently entitled, inter alia, to ALL THAT the divided and demarcated piece or parcel of Mourashi Mekarari land measuring more or less 6 (Six) Bighas 9 (Nine) Cottahs 5 (Five) Chittacks 37 (Thirty seven) Sq.ft. together with brick built Buildings and structures measuring more or less 10145 (Ten Thousand One Hundred and Forty Five) Sq.ft. constructed/erected thereon or part thereof situate lying at and being a portion of the Larger Premises i.e. Municipal Holding No.493B, Grand Trunk Road (South), P.S. Shibpur, Sub-Registration Office Howrah within the limits of Howrah Municipal Corporation in the District of Howrah, and at present the TOTAL PROPERTY is fully occupied and under the occupation of unauthorized persons and/or Tenants.

AND WHEREAS the Vendor herein entered into a Memorandum of understanding on 28th April, 2005 with Dream Homes Pvt. Ltd. the confirming Party herein, for development of the above mentioned Premises under certain terms and condition mentioned therein and as per terms of the said Memorandum of understanding, Dream Homes Pvt. Ltd paid certain amount of consideration to the vendor.

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AND WHEREAS for getting the Building Plan sanctioned from Howrah Municipal Corporation, Vendor has gifted 99.46 Sq.Mt. of Land out of the above mentioned Property to Howrah Municipal Corporation by executing a Registered Deed of Gift on 17th October, 2008 at the office of D.S.R. Howrah and recorded in Book No.1, C.D. Volume No.41, Pages from 3418 to 3427, being No.11023 for the year 2008 and Vendor is now the absolute Owner of the remaining portion of the above mentioned Land i.e. 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) Sq.ft. together with brick built building and structure measuring more or less 10145 (Ten Thousand One Hundred and Forty Five) Sq.ft. constructed/erected thereon or part thereof more than 80 (Eighty) years ago, more fully and particularly described in **SCHEDULE A** herein after mentioned and form the sake of brevity hereinafter called and referred as the TOTAL PROPERTY.

AND WHEREAS at this point of time Dream Homes Pvt. Ltd. is not interested to develop the said Premises. And Vendor is also willing to sale the TOTAL PROEPRTY absolutely. DREAM HOMES PVT. LTD. nominated 18 Purchasers for purchasing the TOTAL PROPERTY and also confirmed that the said 18 Purchasers are jointly agreeable as per terms of the M.O.U. dated 28th April,2005 to construct the New School Building and handover the same to the School Authority and thereafter take possession of the existing Building and Play Ground and thereafter demolish the Building.

AND WHEREAS Vendor is liable to pay Municipal Taxes in respect of the TOTAL PROPERTY upto 28th December,2005 and thereafter Developer/ Confirming Party and/or Purchaser is liable to pay Municipal Tax.

AND WHEREAS Dream Homes Pvt. Ltd. requested the vendor to sale undivided 5.6% share in the TOTAL PROPERTY TOGETHER WITH 5.6% structure standing thereon, to the Purchaser at a consideration of Rs.12,10,000/= (Rupees Twelve Lakhs Ten Thousand) only and the said amount will be adjusted with the payment made by Dream Homes Pvt. Ltd. to the Vendor.


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AND WHEREAS at the request of the Confirming Party/Purchaser, the vendor has now agreed for absolute sale to the Purchaser ALL THAT 568 (Five hundred sixty eight) Sq.ft. of built up area (more or less) being undivided 5.6% share in the building and structure with cemented flooring measuring more or less 10145 (Ten thousand one Hundred and Forty Five) Sq.ft. at and being Municipal Holding No: 493B, Grand Trunk Road (south), P.S. Shibpur, Sub-Registration Office Howrah within the limits of Howrah Municipal Corporation in the District of Howrah and ALL THAT 7 (Seven) Cottahs 2 (Two) Chittacks and 26 (Twenty Six) Sq.ft. more or less being undivided 5.6% share or interest in the total land within the total property measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) Sq.ft. situated lying at and being a portion of the LARGER PREMISES within the said Municipal Holding No.493B, Grand Trunk Road (South), P.S. Shibpur, Sub-Registration office Howrah within the Municipal limits of Howrah Municipal Corporation in the District of Howrah more fully described in SECHEDUL 'B' hereto, hereafter called the 'SAID PROPERTY' for a sum of Rs.12,10,000/= (Rupees Twelve Lakhs Ten Thousand) only free from all encumbrances, and liabilities whatsoever but at present the TOTAL PROPERTY is fully occupied and under the occupation of unauthorized persons and/or Tenants, together with full and free right and liberty of way and passage for the Purchaser, its tenants, servants, agents, guests and others authorized person or persons over the portion of the said Municipal holding in common with owners and/or Occupiers of other pieces and parcels of the land abutting the common private Road, for the sake of brevity referred to as the 'said Common Private Road/said common passage' having ingress in and egress out from Grand Trunk Road on the West and Foreshore Road on the East and shown in the map or plan annexed hereto and bordered "GREEN" thereon.

AND WHEREAS in pursuance whereof the Vendor is hereby completing sale of THE SAID PROPERTY. unto and in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the said sum of Rs.12,10,000/= (Rupees Twelve Lakhs Ten Thousand) only of true and lawful


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money of the Union of India in hand well and truly paid to the Vendor by the Purchaser through the confirming party at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof the VENDOR doth hereby acquit, release and forever discharge the PURCHASER and THE SAID PROPERTY) the VENDOR doth hereby grant, sell, convey, transfer, assign and assure unto and to the use and benefit of the Purchaser all that THE SAID PROPERTY more fully and particularly mentioned and described in **SCHEDULE 'B'** hereto.

TOGETHER WITH full and free right and liberty of way and passage unto and to the use of the Purchaser for itself, its tenants, servants agents, guests and other authorized person or persons over a portion of the said Municipal Holding No.493B, Grand Trunk Road (South) in common with Owners and/or Occupiers of other pieces and parcels of land comprising in the said common private road and to have and to hold the same at all times hereinafter and for all purposes to go, return, pass and re-pass with or without carts, trucks and other vehicles or carriages loaded or unloaded and also to take telephone, electric, gas, water, drainage and sewage connection over and over and under the same and to keep the same in good and sufficient repairs.

TOGETHER WITH all and singular other the structures, walls, yards, compounds, ways, paths, passages, advantages of ancient and other rights, lights, liberties privileges, easements, commodities, appendages and appurtenances whatsoever belonging or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto or known as part and parcel or member thereof.

TOGETHER WITH full benefits of the covenant for production of title deeds as contained in the Deed of Conveyance dated the 29th day of June, 1940 between the Ganggs Manufacturing Co. Ltd. and Bengal Jute Mills Co. Ltd. and registered in Book No.1, Volume No.71, Pages 158 to 170, Being No.2302 for the year 1940 with the Registrar of Assurance, Kolkata.

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TOGETHER WITH full entitlement and benefit of the building plan sanctioned vide sanctioned No.B.R.No.C/26 of 06-07 dated 22.10.2008 by the Howrah Municipal Corporation in the name of the VENDOR, and also plan to be revalidated and or re-sanctioned.

AND the reversion or reversion's remainder or remainders.

AND the rents issues and profits thereof.

AND ALL THE ESTATE right title, interest and property claim and demand whatsoever both at law and in equity of the VENDOR into upon or out of the SAID PROPERTY or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY and every part thereof hereby granted sold conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use and benefit of the Purchaser absolutely and for ever free from all encumbrances and liabilities whatsoever, but at present the TOTAL PROPERTY is fully occupied and under the occupation of unauthorized persons and/or Tenants.

AND the Vendor doth hereby covenant and agree to and with the Purchaser that NOTWITHSTANDING any act deed or thing by the Vendor or any predecessors in title of the Vendor made, done, committed, executed or knowingly suffered to the contrary the Vendor now has in itself good right full power and lawful and absolute authority by these presents to grant, sell, convey, transfer, assign and assure unto and to the use and benefits of the Purchaser the said Undivided Share and every part thereof absolutely and in manner aforesaid free from all encumbrances and liabilities whatsoever, but at present the TOTAL PROPERTY is fully occupied and under the occupation of unauthorized persons and/or Tenants.

[Handwritten signature]
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AND that the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint on in any suit and/or other proceedings original document or documents of title and will permit the said documents of title to be examined inspected and given in evidence and will at like request and cost make and furnish such true or attested or other copies of or extracts or abstracts from the said documents of title as may be required and will at all times keep the said documents of title safe unobliterated and unspoiled from fire or other inevitable accident excepted.

AND the Purchaser shall and will from time to time and at all times hereafter peacefully and quietly possess and enjoy the same and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming through under or in trust for the Vendor.

AND that free and clear freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from or against all and all manners of claims or other rights, title, interest, liens, charges and encumbrances whatsoever created made done occasioned or suffered by the Vendor or any person or persons rightfully claiming through under or in trust for the Vendor.

AND that the SAID PROPERTY is not affected by any attachment including attachment under any certificate case or any proceedings started at the instance of the ~~Income Tax~~ Income Tax Authorities or Estate Duty Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or otherwise whatsoever and that there is no Certificate case or proceedings against the Vendor for realization of arrears of Income Tax or Estate Duty or other taxes or dues or otherwise under the Public Demand Recovery Act and/or any other Acts for the time being in force and that the said

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Undivided Share is not affected by any notice or schemes of the Howrah Improvement Trust or the Howrah Municipal Corporation or the Kolkata Metropolitan Development Authority or the Government or any other public body or authority.

AND FURTHER that the said Vendor and all persons having lawfully or equitably claiming any estate right, title, interest trust property claim and demand whatsoever or into upon or out of the SAID PROPERTY from under or in trust for it shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the Purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things for further better and more perfectly assuring conveying and confirming the SAID PROPERTY and every part thereof unto and to the use and benefit of the Purchaser for ever in manner aforesaid as the said Purchaser shall or may be reasonably required.

THE FIRST SHEDULE ABOVE REFERRED TO

ALL THAT residential Building measuring more or less 10145 (Ten Thousand One Hundred and Forty Five) Sq.ft. standing at and being presently Holding/ Premises No.493B, Grand Trunk Road (South), Howrah - 711102, Police Station Shibpur, **ALL THAT** Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. and being presently Holding/Premises No.493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and butted and bounded.

ON THE NORTH : By Howrah Jute Mill

ON THE SOUTH : By Common Passage

ON THE EAST : By Jain Hospital

ON THE WEST : By G.T. Road.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT 568 (Five Hundred and Sixty Eight) Sq.ft. of built up area (more or less) in Ground Floor with cemented Flooring residential Building structure, being undivided 5.6% share in the total Building Structure measuring more or less 10145 (Ten Thousand One Hundred and Forty Five) Sq.ft. standing at and being Premises No. No.493B, Grand Trunk Road (South), Howrah-711102, Local Area-Shibpur B. Garden, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, and **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, along with all easement and quasi easement rights.

IN WITNESS WHEREOF the Vendor & Confirming Party have hereunto set and subscribed their respective seal & hand on the day month and year first above written.

SIGED SEALED AND DELIVERED

by the **VENDOR** at Kolkata

in the presence of :

M INDUSTRIES LTD

Vijay Kumar
Director.

1) Raghunath Prasad
S. B. B. B. Bagh
Cal. 700001

2) Ramesh Kr Singh
S. B. B. B. Bagh (C-1)
Kolkata

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21 OCT 2011



SIGED SEALED AND DELIVERED by the
DEVELOPERS/CONFIRMING PARTY at Kolkata,
in the presence of :

FOR DEBANK HOMES PVT. LTD.
Debank Banerjee
Director

- 1) *Tapen Chakraborty*
12/1, Lindsay Street
KOL-87

- 2) *Chirag Kamdar*
37A Bentinck Street
KOL-69

Drafted by me

Debank Banerjee
DEBABRATA BANERJEE
ADVOCATE

W.B./1167/1981
12/1, Lindsay street, Kolkata-700087

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MEMO OF CONSIDERATION

RECEIVED of and from the with named Purchaser through the Confirming Party, the within mentioned sum of Rs. 12,10,000/= (Rupees Twelve Lakhs Ten Thousand) only being the entire consideration money for the sale of the SAID PROEPRTY.

1) Raghulax Porasadi

M INDUSTRIES LTD.
Vishal
Director.

2) Damodh K. Singh

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Page No.

Sl. No.	Signature of the executants/ Presentants					
	 					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	 					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	 					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

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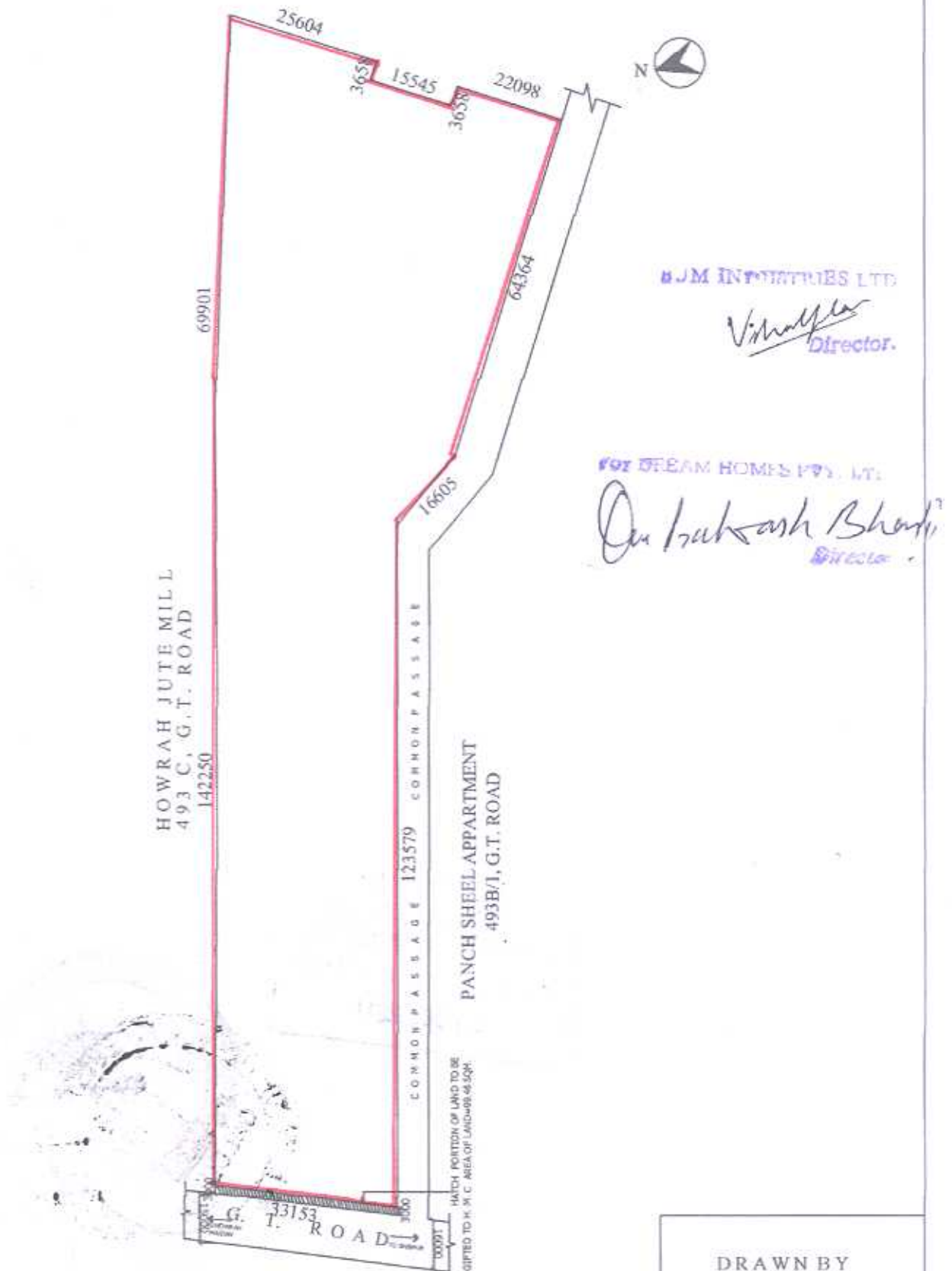
DEED PLAN OF PREMISES NO.- 493B G.T ROAD (SOUTH) P.S - SHIBPUR, WARD NO.- 36,
BOROUGH - IV, MOUZA- BAJESHPUR, UNDER HOWRAH MUNICIPAL CORPORATION.

LAND AREA - 6 B - 9 K - 05 CH - 37 SFT.

LAND AREA GIFTED TO H.M.C. = 99.46 SQM. = 1070 SQFT.

NET AREA OF LAND - 6 B - 7 K - 14 CH - 02 SFT. (SHOWN IN RED BORDER).

SCALE - 1 : 350



DRAWN BY
K. CHOWDHURY

Additional Registrar
of Assurances-I, Kolkata
2 OCT 2011





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

Endorsement For Deed Number : I - 09226 of 2011
(Serial No. 08370 of 2011)

On

Payment of Fees:

On 21/10/2011

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

Presented for registration at 16.25 hrs on :21/10/2011, at the Private residence by Om Prakash Bhartia , one of the Executants.

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

Execution is admitted on.21/10/2011 by

1. Vishal Jalan
Director, B J M Industries Ltd., 8, B. B. D. Bag (East), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others
2. Om Prakash Bhartia
Director, Dream Homes Pvt. Ltd., 37 A, 2nd Floor, Room No. 215 B, Bentink Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .
, By Profession : Others

Identified By Tapan Chakraborty, son of Lt. R. N. Chakraborty, 12/1, Lindsay Street, Kolkata, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700087 , By Caste: Hindu, By Profession: Service.

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 22/10/2011

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:

Amount By Cash

Rs. 0/-, on 22/10/2011

Amount by Draft

Rs. 16587/- is paid , by the draft number 839257, Draft Date 21/10/2011, Bank Name State Bank of India, CHANDNI CHOWK, received on 22/10/2011

(Under Article : A(1) = 16489/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/10/2011)

Certificate of Market Value (Under PUVI rules of 2001)



Additional Registrar
of Assurances-I, Kolkata
22 OCT 2011
(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

22/10/2011 14:42:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 09226 of 2011

(Serial No. 08370 of 2011)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1499520/-

Certified that the required stamp duty of this document is Rs.- 89991 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 90000/- is paid 83925821/10/2011 State Bank of India, CHANDNI CHOWK, received on 22/10/2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA




Additional Registrar
of Assurances-I, Kolkata
22 OCT 2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

22/10/2011 14:42:00

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 6667 to 6684
being No 09226 for the year 2011.



(Sadhan Chandra Das) 31-October-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal

THIS DATED 21st. DAY OF October 2011

INDENTURE

BETWEEN

BJM INDUSTRIES LIMITED

VENDOR

AND

SUSHIL KUMAR AGARWAL

PURCHASER

AND

M/S. DREAM HOMES PRIVATE LIMITED

DEVELOPERS

DEBABRATA BANERJEE
ADVOCATE
12/1, LINDSAY STREET
GROUND & 2ND FLOOR,
FRONT BUILDING
KOLKATA-700087.
PH. NO.2252-3241/2633