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# भारतीय गेर न्यायिक

एक सौ रुपये

**ক. 100** 



Rs. 100
ONE
HUNDRED RUPEES

सरवयेव जवते

भारत INDIA

INDIA NON JUDICIAL

🖟 शिनिहर्मावङा पश्चिम बंगाल WEST BENGAL

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is Admitted to Registration the Bignoure Sheet and the Endrosements Attached when this Documents are the Part of sale

ADSR DUGSTER

1 1 AUG 2008

THIS INDENTURE made on this the SIT day of August

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The



Thousand and Eight BETWEEN M/S. DURGAPUR AUTOMOBILES, represented by its Proprietor Sri Tarachand Mohanka, son of Late Arjun Lal Mohanka, carrying on business at C/o Techanes Engineers, Second floor, North Wing, 113, Park Street, Kolkata – 700 016 and residing at Flat No. 4C at 9 Lovelock Place, Kolkata – 700 019, hereinafter referred to as "the VENDOR" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said Durgapur Automobiles, its proprietor and his heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART AND M/S. PODDAR PROJECTS LIMITED, a Company registered under Companies Act, 1956 having its registered office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata – 700 001, 32 producted by Makast. Kumar Sharma thereinafter 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 successor, successor-in-office and assigns) of the OTHER PART.

#### WHEREAS:

A. By a registered Deed of Sale (Bengali Kobala) dated 30.04.1959 registered in the office of Sub-Registrar Ranigunj Burdwan and recorded in Book No. I Volume No. 321 pages from 126 to 128 being No. 3385 for the year 1959, One Baidyanath Khan son of Late Hitlall Khan of Village Faridpur, Police Station Faridpur District Burdwan therein referred to as the Vendor of the One Part duly sold and conveyed All That piece and parcel of land measuring about 33 decimals out of 2.62 acre lying and situated in old Khatian No. 174 R.S.Khatian No. 1999 R.S.Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District –Burdwan unto and in favour of Techno Electric

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Corporation of 36, Ezra Street, Calcutta therein referred to as purchaser of the Other Part at and for a consideration mentioned therein.

- B. By another registered Deed of Conveyance (Bengali Kobala) dated 15.1.1959 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 5 Pages from 206 to 208 being No. 538 for the year 1959 One Baidyanath Khan son of Late Hitlall Khan Village Faridpur Police Station Faridpur District Burdwan therein referred to as Vendor of the one part duly sold and conveyed All That piece and parcel of land measuring of about 66 decimals out of 2.62 acres in old Khatian No. 174 R.S. Khatian No. 1999 R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of Techno Electric Corporation of 36, Ezra Street, Calcutta therein referred to as Purchaser of the other part at and for a consideration as mentioned therein.
- C. By another Deed of Conveyance dated 1.5.1959 (Bengali Kobala) registered in office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I volume No. 321 Pages from 129 to 131 being No. 3386 for the year 1959 one Baidya Nath Khan son of Late Hitlall Khan of Faridpur duly sold and conveyed All That piece and parcel of land measuring about 8 cottah 14 Chittacks in old Khatian No. 174 R.S. Khatian No. 1999 R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District-Burdwan unto and in favour of Techno Electric Corporation of 36, Ezra Street Calcutta therein referred to as purchaser of the other part at and for a consideration mentioned therein.

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D. By a registered Deed of Conveyance dated 11.4.1961 registered in the office of Sub - Registrar Raniganj, Burdwan and recorded in Book No. 1, Volume No. 35, Pages from 147 - 148, being No. 2962 for the year 1961, one Baidya Nath Khan therein referred as Vendor of the One Part duly sold and conveyed All That piece and parcel of land measuring about 4 Cottahs in R.S. Dag No. 775, old Khatian No. 174 R.S. Khatian No. 1999 Touzi No. 20 Faridpur, Police Station Faridpur, District Burdwan unto and in favour of T. Mohanka son of Sri Arjun Lal Mohanka at and for consideration mentioned therein.

- E. By a registered Deed of Conveyance (Bengali Kobala) being No. 1704 for the year 1942 one Narendra Nath Sau sold All That piece and parcel of land measuring about 49 decimile lying and situate at Dag No. 774 Khatian No. 437 Touzi No. 20 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of Smt Shibani Bala Debi alias Shibu Bala Debi at and for a consideration mentioned therein.
- F. By a Deed of Conveyance dated 5.6.1962 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 48 pages from 170 to 173 being No. 5161 for the year 1962. M/s. Techno Electric Corporation of 36, Ezra Street, Calcutta-1 proprietor T. Mohanka son of Sri Arjun Lal Mohanka therein referred to as vendor of the One Part, the said vendor duly sold and conveyed All That piece and parcel of land measuring about 84 decimal out of 2.62 Acres in R.S. Dag No. 775 old Khatian No. 174 R.S. Khatian No. 1999 ALL

THAT piece and parcel of land measuring about 13 decimal in R.S. Dag No.766 R.S. Khatian No.320 and ALL THAT piece and parcel of land measuring 51 decimals in R.S. Dag No. 767 R.S. Khatian No. 1345 in total 1 acre 48 decimal all in Touzi No. 20 Mouza Faridpur Police Station Faridpur, District Burdwan unto and in favour of M/s. Durgapur Automobiles of 116 Miles Post, G.T. Road Durgapur Burdwan therein referred to as the purchaser of the other part at and for a consideration mentioned therein.

- G. By a registered Deed of Conveyance dated 5.6.1962 registered in the office of sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 48 Pages from 174 to 175 being No. 5162 for the year 1962. One T. Mohanka son of Late Arjunlal Mohanka, therein describe as the Vendor duly sold and conveyed All That piece and parcel of land measuring about 4 Cottahs in old Khatian No. 174 R.S. Khatian No. 1999. R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of M/s. Durgapur Automobiles therein referred to as the purchaser at and for a consideration mentioned therein.
- H. One Debandra Nath Khan and Sambhunath Saha took settlement of the said land from the erstwhile Zaminder and after come into force of the West Bengal Estate Acquisition Act 1953, the said Debendra Nath Khan and Sambhu Nath Saha became the direct Tenant and thus Raiyat under the State of West Bengal and their name was duly

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recorded in R.S. Record of Rights under the provision of West Bengal Land Reforms Act 1955..

- I. By a registered Deed of Conveyance dated 9.8. 1961 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No.I, Volume No. 69 pages from 243 to 245 being No. 7637 for the year 1961 Debendra Nath Khan son of Late Umesh Chandra Khan, Sambhunath Saha son of Late Upendra Nath Saha therein collectively referred to as the vendors duly sold and conveyed All That piece and parcel of land measuring 93 decimal in Touzi No. 3732 R.S.Khatian No. 705 R.S.Dag No. 768 Mouza Faridpur Police Station Faridpur District Durgapur unto and in favour of M/s. Durgapur Auto mobiles of Durgapur therein referred to as the purchaser at and for a consideration mentioned therein.
- J. By a registered Deed of Conveyance dated 18,7.1962 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 55 Pages 256 to 257 being No. 6385 for the year 1962. M/s. Techno Electric Corporation of 36, Ezra Street, Kolkata 700001 represented by its Proprietor T. Mohanka therein referred to as Vendor duly sold and conveyed All That piece and parcel of land measuring about 33 decimal in old Khatian No. 174 R.S. Dag No. 775 R.S. Khatian No. 1999 Touzi No. 20 Mouza Faridgur Police Station Faridgur District Burdwan unto and in favour of M/s. Durgapur Automobiles



of Durgapur therein referred to as Purchaser at and for a consideration mentioned therein.

- K. By a registered deed of conveyance dated 5.12.1961 registered in the office of Sub- Registrar Ranigunj Burdwan and recorded in Book No. I, Volume No.90 Pages from 245 to 247 being No. 9087 for the year 1961 Smt. Shibani Bala Devi alias Shibu Bala Debi wife of Shib Krishna Nayek therein referred to as the Vendor duly sold and conveyed All That piece and parcel of land measuring about 30 decimal in R.S. Dag No. 774 R.S. Khatian No. 437 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of M/s. Durgapur Automobiles of Durgapur therein referred to as purchaser at and for a consideration mentioned therein.
- L. By virtue of the aforesaid said M/s. Durgapur Automobiles well and sufficiently entitled to All that piece and parcel of land measuring in R.S.Dag No. 775 R.S. Khatian No. 1999 an area about 1.24 acres, R.S.Dag No. 766 R.S.Khatian No. 1999 an area about .13 acres, R.S.Dag No. 767 R.S.Khatian No. 1345 an area about .51 acres, R.S. Dag No. 768 R.S. Khatian No. 705 an area about .93 acres R.S.Dag No. 774 R.S.Khatian No. 437 an area about .30 acres in R.S. Dag 761 having an area of .26 Acres and R.S. Dag No. 771 having an area of 6 Satak. A portion of this land now being recorded in L.R. Records of Right in L.R. Khatian No. 440 comprising of an area of 1.49 Acres in L.R. Dag No. 632 and an area of 1.23 Acres in L.R. Dag No. 633 and an area of

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0.32 Acres in L.R. Dag No. 652 aggregating an Area of 3.04 Acres in the name of Durgapur Automobiles and tax bill also issued in the name of Durgapur Automobiles Mouza Faridpur, J.L. No. 74 Police Station Faridpur District –Burdwan more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said land.

- M. By a registered deed of Lease executed on 9.11.73 and registered in the office of Registrar of Assurances Calcutta and recorded in Book No. 1 Volume No. 154 Pages from 252 to 263 being No. 6504 for the year 1973 M/s. Durgapur Automobiles therein referred as Lessor of the One Part duly granted lease in respect of land measuring about 15312 Square feet equivalent to 1 Bigha 1 Cottah 4 Chittacks 12 Square feet morefully and particularly described in the First Schedule thereunder written together with Service Station situating on the said piece or parcel of land consisting of All That building and other structures, furniture fixture fittings and other facilities morefully and particularly described in the Schedule thereunder written pertaining to C.S. Dag No. 175 C.S. Khatian No. 174 Mouza Faridpur Police Station Faridpur District Budwan unto and in favour of Caltex (India) Ltd. for a terms of 20 years, with effect from 1.6.1973.
- N. Pursuant to the terms contained in the said lease the same was renewed for a further period of ten years commencing from 1.6.1983 upto 31.5.1993.



- O. That on expiry of the said lease the Lessee M/s. Durgapur Automobiles granted a lease of the aforesaid land on 4th April 1996 in favour of M/s. Hindusthan Petroleum Corporation Ltd. for a period of 20 years with effect from 1.6.1993.
- P. Clause 4(f) of the said Indenture of Lease dated 4th April 1996 provides that the Lessee's have the option to purchase the demised premises on the same price as any bonafide purchaser may offer within 30 days from such notice given by the Lessor. The Lessor by its letter dated 5th May 2008 duly submitted an offer to the said lessee to purchase the same. The Lessee by its letter dated 02.06.2008 duly informed the Lessor that the Lessee is not taking steps in accordance with the notice. By letter dated 9th June 2008 the Lessor duly submitted the information as asked for by the Lessee. No reply of the said letter dated 9th June 2008 has been received from Hindusthan Petroleum Corporation Ltd. However in response of the public notice published on 11th July 2008 in the Newspaper, the Lessee by letter dated 21.7.2008 written by its Advocate Mr. Dilip Kumar Kundu duly interalia mentioned that the Vendor herein approached the Lessee to purchase the property at an exorbitant rate which the Lessee did not agree.
- Q. That a pipeline was installed by Indian Oil Corporation Limited on a part of land of the Vendor and under the provision of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962. The Indian Oil Corporation lay down pipe line in a portion of the land in which the aforesaid pipeline was installed and the authorities of Asansol Durgapur Development Authority constructed a pacca road on the said area with



the consent of the Vendor for the purpose of using the same amongst other

by the members of Tapoban Co-operative Housing and Vendor.

- R. That in the said land area L. R. operation has been made and L. R. Record of Rights were prepared and in the L. R. Records of Rights the portion of above five R. S. Dag has been recorded as L.R. Dag No. 632 having an area of 1.49 acres and L.R. Dag No. 633 having an area of 1.23 acres and L.R. Dag No. 652 having an area of .32 Acres in L.R. Khatian No. 440 which stand in the name of M/s. Durgapur Authorities.the Vendor herein.
- S. The Vendor had duly made the temporary shed and permanent structures therein and in the past doing the business therein. However the business at the vendor has been closed long back all the workers has resigned and there remain no liability of any one or any statutory authorities. Portion of the said land is being used for residential and commercial purpose. The said land has not been mortgaged nor encumbered in any way.
- T. The Vendor represents to the Purchaser as follows:-
  - The representation and covenants as mentioned hereinabove are all true and correct.
  - ii. Till date no legal proceedings or any other proceedings has been instituted or pending in any court of law in relation to the title concerning the said land.
  - iii. No dispute or differences exists between the vendor and any other person concerning to or relating to the said land in any way...

iv. Apart from the vendor none else have any right or claim of whatsoever nature in the said land.

v. There is no employee or worker in the said premises nor any claim or dispute of any employee or worker is pending.

vi. The said premises is in khas possession of the Vendor save and except the petrol pump which is in possession of Hindusthan Petroleum Corporation Ltd. and right of user of the passage as aforesaid.

vii. No notice or any proceedings is pending under the Public demand, recovery Act and/or any other law for the time being in force.

viii. No agreement for sale, Memorandum of Undertaking or mortgage or security or charges exists in respect of the said land.

ix. There is no tenant or any occupant in the said premises and the Vendor are in peaceful possession of the said land and able to delivered the vacant and peaceful possession to the Purchaser.

x. The said land is not the subject matter of any requisition or acquisition proceedings of the Land Acquisition Collector, Asansol Durgapur Development Authority or Government or any other Public Authority or any other law for the time being in force or otherwise.

x.i. The Vendor is not holding an excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976. xii. There is no workers exists. There is no pending claim of any worker or employees of any nature whatsoever.

xiii. The said premises is free from all encumbrances charges liens and

lispendences of whatsoever nature save and except the Petrol Pump.

xiv. Mr. Tarachand Mohanka son of Late Arjun Lal Mohanka is the sole proprietor of M/s. Durgapur Automobiles the Vendor herein and also of M/s. Techno Electric Corporation of 36, Ejra Street, Kolkata – 700 001 since its inception and save and except Mr. Tarachand Mohanka none else have

any claim whatsoever nature in the said Durgapur Automobiles either as

Partner, Proprietor or otherwise.

xv. The Vendor has made an offer to Hindusthan Petroleum Corporation
Ltd. for purchase the leasehold land vide its Communication dated 5th May
2008 but the lessee has not accepted such offer. By its Advocate Dilip Kumar
Kundu letter dated 21.07.2008 duly confirm that the said Hindusthan
Petroleum Corporation Ltd. has not agreed to purchase the said land.

U. The Vendor has offered to sale and Purchaser has agreed to purchase the said land free from all encumbrances, charges mortgages, liens, lispendences, litigations with a clear marketable title (Save and except the occupation of M/s. Hindusthan Petroleum Corporation Ltd. under the lease dated 4th April 1996) at and for a consideration of Rs.7,40,00,000/- (Rupees Seven Crores forty Lacs) only which includes 0.50 Acres of land in .R. S. Dag No. 775 being front portion of the G.T. Road at a price of Rs.1,67,50,000/- and 0.74 Acres of land in R. S. Dag No. 775 at a price of Rs.1,07,30,,000/- and. 1.87 Acres of land in R.S. Dag No. 774, 771,

768, 767, 766 and 761 at agreed price of Rs.2,71,15,000/- aggregate to Rs.5,45,95,000/- along with structure, for and at consideration price of Rs. 1,94,05,000/-.

V. Relying on the aforesaid representations made by the Vendor and believing the same as true and correct the Purchaser have agreed to purchase and the Vendor has agreed to sell to the Purchaser ALL THAT the piece and parcel of the said land measuring about 3.11 Acres moefully and particularly mention and described in the Schebule hereunder written and hereinafter referred to as "the said land" for the consideration and on the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.7,40,00,000/- (Rupees Seven Crores Forty Lacs) only paid by the Purchaser to the Vendor on or before the execution of these present (the receipt whereof the vendor doth hereby admit and acknowledge and discharge and release the said land and structure and every part thereof to the purchaser), the Vendor doth hereby sell, grant, convey, transfer by way of sale assign and assure unto the purchaser ALL THAT the piece and parcel of land to-gether with all structures measuring an area of 3.11 Acres morefully particularly described in the Schedule written hereunder hereinafter referred to as the Said Land OR HOWSOEVER OTHERWISE the said lands or any part thereof now are or in or heretobefore were or was situated, butted, bounded, described or distinguished TOGETHER with all areas, privileges easement commodities, appendages and appurtenances and other



amenities whatsoever thereunto belonging or in any wise appertaining thereto held used or occupied therewith or known as part and parcel or member thereof and the reversion and reversions remainder and remainders yearly, monthly and other rents issues and profits thereof. AND ALL estate right title interest claim and demand whatsoever of the Vendor into upon or in respect of the said land and every part thereof AND ALL DEEDS PATTAS WRITINGS & muniments and evidences of Title relating thereto or any part thereof which now are or may hereinafter be in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in Equity TO HAVE AND TO HOLD the same and all the said land with structure which is hereby sold, conveyed, transferred unto and to the use of the purchaser free from all encumbrances charge, mortgages, liens and lispendences of whatsoever nature absolutely and forever with the Purchaser AND THE vendor doth hereby covenant and agree with the Purchaser, THAT NOTWITHSTANDING any act deed or things done or committed or knowingly permitted or suffered to the contrary by the Vendor or any of his predecessors-in-title, the Vendor have good right full power and absolute authority to sell grant convey transfer assign and assure the said land unto and to the purchaser in the manner aforesaid AND THAT the purchaser shall hold the said land free and clear and freely and clearly and absolutely acquitted and forever released and discharged or otherwise by the Vendor and well and sufficiently save, defended kept harmless and indemnified in all manner from and against any claim estate, right, title interest and encumbrances charges whatsoever made done, occasioned, suffered by the Vendor or any of its predecessor-in-title from any person or persons equitably or lawfully claiming



through under or in trust for the Vendor AND FURTHER THAT the Vendor and all persons equitably or lawfully claiming any estate or interest in the said land or any part thereof from under or through the Vendor or from or under any of his predecessors-in-title, shall and will at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further morefully and perfectly assuring the said land and structure or every part thereof unto and to the use of the Purchaser as may be reasonably required by the Purchaser and the vendor hereby further covenant and assure the purchaser that no part of the said land is vested with Government or any Semi Government authority AND FURTHER THAT in case of any compensation or award is payable to the Vendor in respect of the said land or adjoining land then the Purchaser is hereby authorised to pursue such claim and do all such acts as may be deemed fit and proper and sign all the papers and documents as well as receive the compensation or Award AND FURTHER THAT the Purchaser is entitle to realise all the rents issued and profits from the area leased out to Hindusthan Petroleum Corporation Ltd. and also entitle to take all the legal steps for recovery of possession, termination of lease and entitle to receive and hold the possession of lawful owner thereof. AND the Vendor have good right, full power and absolute authority to sell the same in the manner aforesaid AND for any reason whatsoever if the purchaser is dispossessed or deprived of full enjoyment of the said land or any part thereof then in such event the vendor hereby agree to indemnify and keep the purchaser fully indemnified for all losses, damages, costs, charges, claims and demands, occasioned or arising out of the land hereby sold to the purchaser and FURTHER THAT the Vendor shall and will hand over all documents and



relating papers to the Purchaser AND FURTHER THAT the Vendor doth hereby undertake to pay all outstanding panchayat rents and taxes, Govt. Revenue and all other impositions, whatsoever nature due payable by the Vendor or any of his predecessors-in-title in respect of the said land and structure upto the date of these presents. The purchaser shall have every right to construct or use at its sole discretion, and also having full authority to transfer its right, title interest & possession over the said land and structure mentioned hereunder. There is a Passage of 20' wide from the G.T. Road on both side i.e. east and west which is owned by the Vendor and used by the Vendor for more than 40 years. The Vendor hereby transfer and convey all its/his right title interest and ownership in the said passage to the Purchaser herein.

The Vendor doth hereby irrevocably nominate, constitute and appoint in its/his place and stead and put and depute the Purchaser or its authorised representative to be the true and lawful attorney of the Vendor or in its name and on its/his behalf to act either jointly and/or severally to do all such things as the said Attorney shall think deem fit and proper and in particular to ask demand sue recover, realize and receive the said land hereby transferred and every part thereof from all persons liable to deliver or pay the same respectively and on delivery or payment thereof to file valid and effective receipts and discharges for the same respectively and to sign affirm all applications, affidavit, declaration for mutation of the purchaser name in the records of the local municipality, Block Land and Land Reform Officer or with any statutory body, to apply and obtain the Electric Connection and for this regards if any no objection certificate or any application is required to be signed in the name of the



Vendor or use the current Electric connection in the name of the Vendor and enjoy the same including Security Deposits and continue to pay the electric dues each and every month and/or obtain any new connection and to commence and prosecute or defend any action suit or other proceedings whatsoever relating to the said land debts and outstanding hereby transferred or any part thereof and to sign swear and affirm all petition, affidavit, vokalatnama, plaint written statement Memo of appeal or other papers as may be required for the same and also to adjust, settle compound, compromise all accounts transactions suits and proceedings whatsoever relating to and for all or any of the purposes aforesaid to use the name of the Vendor but all such acts and deeds to be done at the cost of the Purchaser and from time to time appoint, substitute or substitutes and revoke such appointment at pleasure and generally to execute, perform and do any other act deed or things whatsoever in relations to the said land aforesaid as fully and effectually as the Vendor could personally do if these presents had not been executed, the Vendor ratifying and confirming and agreeing to ratify and confirm whatsoever the purchaser or any substitute appointed by it shall do execute or cause to be done or executed and also agreeing not to revoke the power hereby conferred or any of them at the time hereafter.

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land together with structure being petrol pump, office building, godown, one storied twenty-five residential building /quarters together with land appurtenant thereto which comprise of 1992 Sq.ft. pacca structure, 15800 Sq.ft. structure with tin roof, 18545 Sq.ft. tile roof for residential quarter, situated and constructed in a portion of land



together with All that piece and parcel of land measuring an area about 0.50 acres of land in R.S.Dag No. 775 of G.T. Road facing and also an area of land measuring about 0.74 acres in R.S.Dag No. 775 of back side facing and an area of land measuring about 1.87 acres in R.S.Dag No. 774, 771, 768, 767, 766 and 761 in total aggregating about 3.11 acres. in Mouza Faridpur within Durgapur Municipal Corporation, Police Station-Faridpur, District- Burdwan (West Bengal) to-gether with the land on which petrol pump of Hindusthan Petroleum Corporation Ltd. situated as well as right of ownership over the roads and passage.

## SCHEDULE - II OF THE PROPE 'Y

In the District of Burdwan, P.S. Faridpur, Sub-Division and Sub-Registry Office Durgapur, Mouza - Faridpur, JL.No. 74 (under DMC),

under Khatian No. 1999.

Plot No. 775 (Seven hundred seventy five) Danga area of land 0.50 acres, setforth value Rs. 16750000/- Proposed use as commercial, front side of G.T. Road.

under Khatian No. 1999.

Plot No. 775 (Seven hundred seventy five) Danga area of land 0.74 Acres setforth value Rs. 10730000/- proposed use as Semi-commercial, attached to 35' wide Pucca Road.

Under Khatian No. 705.

Plot No. 761 (Seven hundred sixty one) Danga area of land 0.26 Acres. Setforth value Rs. 3770000/- proposed use as bastu, attached to 35' wide Pucca Road.

Under Khatian No. 1999.



Plot No. 766 (Seven hundred sixty six) Danga area of land 0.13 Acres, setforth value Rs. 1885000/- Proposed use as bastu - attached to 35' wide Pucca Road.

Under Khatian No. 1345

Plot No. 767 (seven hundred sixty seven) Danga area of land 0.51 Acres, setforth value Rs. 7395000/- proposed use as Bastu attached to 35' Pucca Road.

Under Khatian No. 705.

Plot No. 768 (Seven hundred sixty eight) Danga area of land 0.61 Acres, Setforth Value Rs. 8845000/- proposed use as bastu attached to 35' Pucca Road.

Under Khatian No. 437

Plot No. 771 (Seven hundred seventy one) Danga area of land 0.06 Acres setforth value Rs. 870000/- proposed use as bastu attached to 35' Pucca Road.

Under Khatian No. 437

Plot No. 774 (Seven hundred seventy four) Danga area of land 0.30 Acres setforth value Rs. 4350000/- proposed use as bastu attached to 35' Pucca Road.

Total area of land in eight schedules more or less - 3.11 (three point one one)

Acres along with one Pucca building of 35 years old measuring more or less 1992

sft. (setforth value Rs. 1992000/-), proposed use as commercial. Tin shed

Building of 35 years old measuring 15800 sft. (setforth value Rs. 8010600/-)

proposed use as Semi - Commercial and 25 residential quarters of Tile shed

Building of 35 years old measuring 18545 sft. Setforth Value Rs. 9402400/
proposed use as Residential is being sold.



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

SIGNED SEALED AND DELIVERED by

the VENDOR at Kolkata in the Presence

Awari Kern Ry Advication High Lout, Kalketi

Bime I Goodles

810. Lite R. S. Goodles

18. Robada Dan on Killey I.

SIGNED SEALED AND DELIVERED by

the PURCHASER at Kolkata in the

Presence of:

1. Reikah Ad

DURGAPUR AUTOMOBILES

PODDAR PROJECT

M.K. Shamma Authorized Signate

Daflisby Awari Kumukay Admate WB/1927/78

RECEIVED of and from the withinnamed Purchaser the
withinmentioned sum of Rs.7,40,00,000/- (Rupees
Seven Crores Forty Lacs) only as consideration money payable
under these presents as per particulars given below:

Rs.7,40,00,000/-

#### MEMO OF CONSIDERATION

Paid by Pay Order No 02100 3 dated 7th day of August 2008 of Central Bank of India in favour of M/s. Durgapur Rs.7,40,00,000/-Automobiles.

Rs.7,40,00,000/-

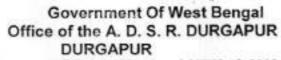
(Rupees Seven Crores Forty Lacs ) only

WITNESSES:-	BURGAPUR AUTOMOBILES				
1. Kc: Kish Phat	DURGAPUR. Golowlay				
(RANJIT KISHORE MOHANTY)	Proprietors J				
SIO Late Not Did 111	Propries.				
Flat 1A, 1A Chapel Road Hashings Kolkata - 700022	VENDOL				
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allo -					
(MANOI MOHANKA)					
(MANOI MOHANKA) S/O T.C. MOHANKA					
9 worelook Place					
12/1/15-101					
no mare					

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# SPECIMEN FORM FOR TEN FINGERPRINTS

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		Right Hand				Finger		



Endorsement For deed Number :I-05770 of :2008 (Serial No. 05321, 2008)

#### On 09/08/2008

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

Presented for registration at 13.30 hrs. on :09/08/2008, at the Private residence by Mahesh Kumar Sharma, Claimant.

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

Execution is admitted on 09/08/2008 by

- Tarachand Mohanka, Propriétor, M/S Durgapur Automobiles, C'c Techanes Engineer, 113, Park Street, Kolkata-16, 113, Park Street, Kolkata-16, profession: Business
- 2. Mahesh Kumar Sharma, Authorised Signatory, M/S Poddar Projects Limited, Poddar Court, 9th Floor,

18, Kolkata-700001, Kolkata-700001, profession : Business

Identified By Awani Kumar Roy, son of Not Mention High Court, Kolkata Thana: Not Mention, by caste Hindu, By Profession Advocate.

Name of the Registering officer :Malay Chakraborty
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR
OF DURGAPUR

#### On 11/08/2008

#### 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, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10,00/-

#### Payment of Fees:

Fee Paid in rupees under article : A(1) = 813989/- ,E = 7/- on:11/08/2008

### 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-74000000/-

Certified that the required stamp duty of this document is Rs 5180010 /- and the Stamp duty paid as: Impresive Rs- 100

Deficit stamp duty

[Malay,Chakraborty] ADDITIONAL DISTRICT SUB-REGISTRAR OF

DURĞAPUR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF

DURGAPUR

Govt. of West Bengal

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1 AUG 2008

# Government Of West Bengal Office of the A. D. S. R. DURGAPUR DURGAPUR Endorsement For deed Number 1,06776 at lease

Deficit stamp duty Rs 5180000/- is paid, by the draft number 155205, Draft Date 07/08/2008 Bank Name STATE BANK OF INDIA, Kol Main Br., received on :11/08/2008.

> Name of the Registering officer :Malay Chakraborty
> Designation :ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

[Malay Chakraborty] ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF

DURGAPUR

Govt. of West Bengal

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1 1 AUG 2008

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 3604 to 3629 being No 05770 for the year 2008.



Malay Chakraborty) 11-August-2008 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A. D. S. R. DURGAPUR West Bengal DATED THIS DAY OF , 2008

BETWEEN

M/S. DURGAPUR AUTOMOBILES
.... VENDOR

AND

M/S. PODDAR PROJECTS LIMITED
... PURCHASER

INDENTURE

MR. A.K. ROY
Advocate
10, Kiran Shankar Roy Road,
Kolkata - 700001.