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(6)

F-07200



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 A H 32
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 H MG 4
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 A E 7135
 H 28
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SALE DEED

THIS INDENTURE OF CONVEYANCE made on this the 17th day of August, 2007 BETWEEN **BJM INDUSTRIES LIMITED** (formerly known as Bengal Jute Mills Company Limited), a Company incorporated within the meaning of the Companies Act, 1956 having its registered office at 8, B.B.D. Bag (East), Kolkata-700001, hereinafter referred to as the "VENDOR" (which includes its successors-in-interest and/or assigns)

Certified that the above document is admitted to register and the endorsement is made and this document is the part of the document.

District Sub Registrar
 Kolkata

22 NOV 2007

7217 - 7222
 Adyama Complex (P) LTD.
 14/4/2, Mackenzie Lane, P.S. Golabari, Dist - Howrah - 1.
 Total 39,000/-

11-06-07



Presented for registration at
 12.26 A.M./P.M. on the 17th
 of Aug. 2007 at Kolkata
 by Shri. M. S. Das one
 of the executants/claimants

Bibhu Bhattacharya
 17.8.07
 20.8.07

1) Bibhu Bhattacharya
 Director
 for M/s BJM Industries Ltd.
 Office at D, Park St. Bng (East)
 Kolkata

FOR BUM INDUSTRIES LTD
 Bibhu Bhattacharya
 Director

2) Sanjay Kumar Gupta
 Director
 for M/s Adyama Complex
 (P) Limited.
 Office at - 14/4/2, Mackenzie
 Lane, Golabari, Howrah

ADYAMA COMPLEX PRIVATE LIMITED
 Sanjay Kumar Gupta

Sasanka Kumar Seta
 for Ram Chandrapur
 Sankarail, Howrah

Sasanka kumar Seta
 VIII - Ramchandrapur
 Post - Sankarail
 DIST - Howrah

20.8.07



06AA 193002

of the ONE PART AND ADYAMA COMPLEX PRIVATE LIMITED, a Company incorporated within the meaning of the Companies Act, 1956 having its registered office at 14/4/2, Mackenjee Lane, within P.S.Golabari, in the district of Howrah, being represented by its Managing Director Sri Sanjay Kumar Gupta, son of Late Shiv Shankar Prasad Gupta, by faith Hindu, by occupation Business, resident of 14/4/2, Mackenjee Lane, within P.S.Golabari, in the district of Howrah, hereinafter referred to as the "PURCHASER" (which includes its successors-in-interest and/or assigns) of the OTHER PART.

7217-7222

Adyama complex (P) Ltd.

14/4/2, Mackenjee Lane P.S. Golabari, Dist-Howrah-1.

6F

39,000F

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202209

WHEREAS:

- A. By virtue of registered Deed of Indenture dated 23rd day of February, 1942, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 40, Pages 131 to 137, Being No. 472 for the Year 1942 and on payment of valuable consideration to the Commissioners for the Port of Calcutta, the Vendor has become the sole and absolute owner of All That piece and parcel of land properties with various structures standing thereon comprised within Howrah Municipal Corporation Holding No. 26, 27 and 28, Foreshore Road, under ward No. 36, corresponding to Dag No.193, 206 & 207 under Khatian No.56, Sheet No.94 at Mouza Shibpur, within Police Station Shibpur and District Howrah from the then lawful owner-cum-occupier viz. Calcutta Port Trust, hereinafter referred to as the "LARGER PREMISES".

7217-7222

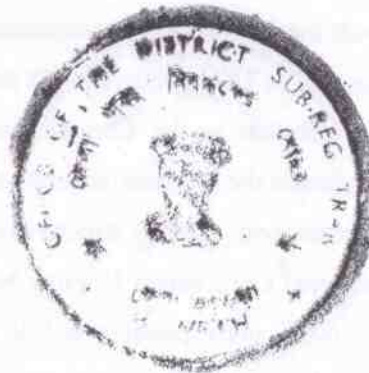
Adyama Complex (P) Ltd.
14/4/2, Mackenjee Lane PS Gielabari Dist. Howrah-1.

6F

39,000/-

11-06-07


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202210

- B. From time to time the Vendor sold certain portions of the Larger Premises and retained other portions of the land and building comprised in the Larger Premises.
- C. The Vendor has continued to remain well and sufficiently entitled to All That piece and parcel of Mocarari Mourasi Bastu Land admeasuring about 6 (Six) Cottahs, 8 (Eight) Chittacks be the same a little more or less, being a divided and demarcated portion of the Larger Premises and comprised in Howrah Municipal Corporation Holding No. 26, 27 and 28, Foreshore Road, under ward No. 36, corresponding to Dag No.193, 206 & 207 under Khatian No.56, Sheet No.94 at Mouza Shibpur, within Police Station Shibpur and District Howrah, morefully and particularly described in the **SCHEDULE** hereto and shown in **RED** borders on the Plan annexed hereto hereinafter referred to as

7217-7222
Adyama Complex (P) Ltd,
14/4/2, Mackenzie Lane, P.S. Golabari, Dist. Howrah-1
6F
39,000/-
11-06-07



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202211

the "SAID PROPERTY", at present the Said Property is fully occupied and under the occupation of unauthorized persons.

- D. Upon being approached by the Purchaser to purchase the Said Property on 'as is where is basis' as regards title and physical condition, at a total consideration of Rs. 6,50,000/- (Rupees six lakh fifty thousand) only, calculated at the rate of Rs. 1,00,000/- (Rupees one lakh) per Cottah, the details whereof has been given in Memo of Consideration hereunder written and the Vendor has agreed to sell the Said Property to the Purchaser.
- E. Being fully aware and convinced with the representations made by the Vendor that the "SAID PROPERTY" is fully occupied and having satisfied themselves of the title of the Vendor, the Purchaser has decided to purchase the Said Property and approached the Vendor to execute and register a proper

प्रादेशिक न्याय निकाय (NON JUDICIAL)

7217 - 7222

Adyama complex (P) LTD.

14/4/2, Mackenjee Lane, PS, Golabari, Dist. Howrah-1.

6F
39,000/-

Rs. 1000
Date: 06.07

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₹. 1000



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[Signature]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202212

Deed of Conveyance in favour of the Purchaser after acceptance of the total consideration amounting to Rs. 6,50,000/- (Rupees six lakh fifty thousand) only.

F. 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:

I. In consideration of the said sum of Rs. 6,50,000/- (Rupees six lakh fifty thousand) only of true and lawful money of the Union of India in hand well and truly paid to the Vendor by the Purchaser 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

7217-7222

Adyarma complex (P) hstd.

14/4/2, Mackenzie lane, P.S. Goolabari, Dist. Howrah. L

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39,000f

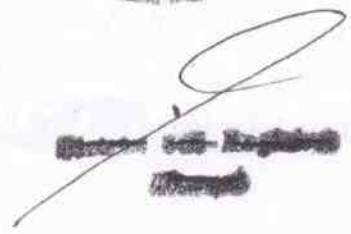
11.6.07

Rs.1000

एक हजार रुपये



























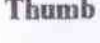
₹1000





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FORM FOR TEN FINGER IMPRESSION

Page No.

Sl. No.	Picture & Signature of Executants					
	 <i>Prithvi Abhinav Jha</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	Signature of					
		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 <i>Sanjay Kumar Jha</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	Signature of					
		Little	Ring	Middle (Right Hand)	Fore	Thumb
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb

FORM FOR TEN FINGER IMPRESSIONS

Left Hand	Right Hand	Left Hand	Right Hand	Left Hand	Right Hand
					
					
					
					
					
					
					



[Handwritten Signature]
 Special Agent in Charge
 FBI Laboratory

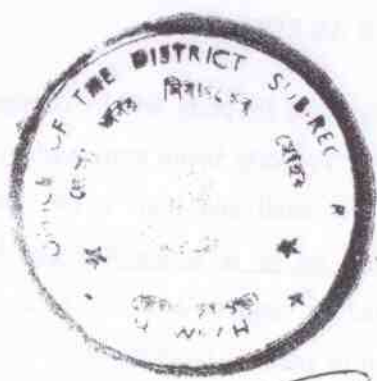
hereby acquit, release and forever discharge the Purchaser and the Said Property) the Vendor doth hereby, grant, sell convey, transfer, assign and assure unto and to the use and benefit of the Purchaser All That piece and parcel of Mokorari Mourasi Bastu Land admeasuring about 6 (Six) Cottahs, 8 (Eight) Chittacks be the same a little more or less, together with various structures standing thereon being a divided and demarcated portion of the Larger Premises i.e. the Howrah Municipal Corporation Holding No. 26, 27 and 28, Foreshore Road, within Police Station Shibpur and District Howrah, within HMC Ward No. 36, hereinafter referred to as the "**SAID PROPERTY**", more fully and particularly described in the **Schedule** hereunder written, demarcated and shown in the **Plan** annexed hereto and marked by **Red** border line, forming the part of this Indenture for Sale, on as is where is basis, TOGETHER WITH sewers, drains, ways, paths and passages (except as provided in Clause III, sub- clause (ii), (iii) & (iv)), water courses, lights, liberties, privileges, easements, appendages and appurtenances whatsoever thereunto belonging or anywise appertaining thereto or with the same or any part thereof usually held used occupied enjoyed or accepted reputed or known as part or parcel thereof and all and every part thereof or appurtenant thereto AND TO HAVE AND TO HOLD the schedule mentioned land and structures hereby sold, granted and conveyed unto and to the use of the Purchaser.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- (i) That the Said Property is fully occupied by unauthorised persons and the Said Property being conveyed by this Deed of Sale and that the Purchaser shall and may at all times possess and enjoy the Said Property on as is where is basis, however without interruption or obstruction, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from or under or in trust for its and at the same time after the execution of this Indenture the Purchaser shall have every right to get its name mutated before the office of the BL & LRO / Settlement / Howrah Municipal Corporation

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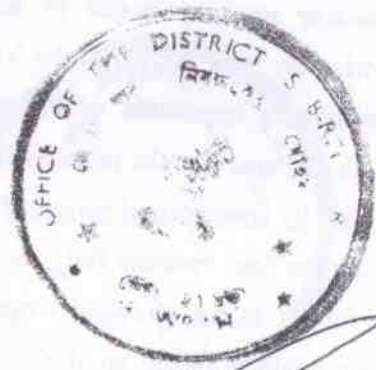
or any other competent authority or any place or places as it may deem fit and proper and also pay all rates, taxes and outgoings to the competent authority as shall be accrued from time to time by the State over the Said Property on and from the date of registration of this Indenture for Sale.

- (ii) That the Vendor will and may and for all times to come or assist the Purchaser at the request and cost of the Purchaser do or execute or cause to be done or executed all such acts, deeds and things whatsoever for further assuring the title of the Purchaser to the Said Property or any part thereof.
- (iii) That the Vendor further declares that the Said Property hereby sold and conveyed is not a subject-matter of any litigation pending before any Court of Law nor the same has been mortgaged or leased out to any person or persons by the Vendor nor the same has been attached by any order of any Court of Law nor the same has been acquisitioned or requisitioned by any authority including the State of West Bengal, the Howrah Improvement Trust, or any other Statutory body or any other charitable organisation nor the Vendor has entered into any Agreement for Sale in respect of the Said Property with any other person or persons or the same is a Debuttar or Pirottar property and the property hereby sold has not been charged by the Vendor in any manner whatsoever nor any notice of acquisition or requisition by any authority has been served on the Vendor till date nor any gazette for acquisition or requisition of the same has been published and the Vendor declares that the property hereby transferred and sold is fully occupied by unauthorized persons and the Vendor has absolute right to transfer the Said Property fully set forth in the schedule below having title subject to the aforesaid terms and conditions, the Vendor will remain liable to square up all Government rents and municipal taxes, dues, etc. in respect of the Said Property sold until this date.
- (iv) AND ALSO THAT the Vendor shall unless prevented by fire or some other irresistible force or accidents from time to time and at all times

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Signature
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hereafter and on every reasonable request at the cost of the Purchaser, produce or cause to be produced to the Purchaser or to its Agent or attorney before or any Court, Tribunal, Board or Authority for inspection or otherwise as occasion shall require the copy of Deed of Conveyance dated the 23rd February, 1942 made between the Commissioners for the Port of Calcutta and the Vendor herein in respect of the Larger Premises and every part thereof which are in possession or control of the Vendor or its predecessors-in-title and the Vendor shall at the like request and cost deliver to the Purchaser such attested or other copies or any of them as the Purchaser may require and will in the meantime prevented as aforesaid keep the said deeds and writings save unobliterated and uncanceled.

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

- (i) That the Purchaser shall erect a boundary wall on the Said Property separating it from the other portions of the Larger Premises at its own cost and expenses.
- (ii) That the Purchaser shall have no right of easement and any other right of any nature whatsoever in respect of the other portions of the Larger Premises and in the private passage of the adjoining premises of the Vendor.
- (iii) That the Purchaser shall have no right to, and shall not use or in any way connect the sewerage, drainage and electric connection in respect of the Said Property to the other portions of the Larger Premises.
- (iv) That the Purchaser hereby undertake to excavate its own drainage and sewerage system connecting such system on Foreshore Road on the East i.e. the front portion of the Said Property.

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THE BOARD OF DIRECTORS OF THE DISTRICT OF COLUMBIA

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SCHEDULE
(the Said Property)

All That piece and parcel of Mokorari Mourasi Bastu Land admeasuring about 6 (Six) Cottahs, 8 (Eight) Chittacks be the same a little more or less, together with various structures standing thereon measuring 200 Square Feet, more or less R.T. Shed being a divided and demarcated portion of Howrah Municipal Corporation Holding No. 26, 27 and 28, Foreshore Road, under ward No. 36, corresponding to Dag No.193, 206 & 207 under Khatian No.56, Sheet No.94 at Mouza Shibpur, within Police Station Shibpur and District Howrah, demarcated and shown in the **Plan** annexed hereto as Plot No. 6 and marked by **Red** border line, forming part of this Indenture for Sale, being butted and bounded by as follows :-

ON THE NORTH: By Vendor's Land;
ON THE SOUTH: By Plot No.5;
ON THE EAST: By Foreshore Road;
ON THE WEST: BJM ~~Property~~ Property

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day, month and year first above written.

EXECUTED AND DELIVERED

by the **Vendor** in the presence of :

1. Sasanka Kumar Selt
Vill - Ramchandrapur
Post - Sankran
DIST - Howrah.
2. Debendra Debash
Howrah Court.

EXECUTED AND DELIVERED

by the **Purchaser** in the presence of :

1. Sasanka Kumar Selt
Vill - Ramchandrapur
Post - Sankran
DIST - Howrah.
2. Debendra Debash
Howrah Court.

For BJM INDUSTRIES LTD

Bishu Bhushan
Director

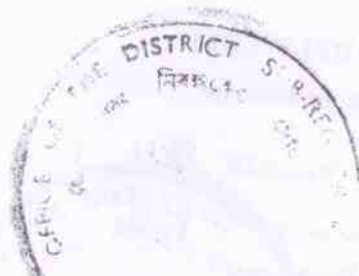
ADYAMA COMPLEX PRIVATE LIMITED

Sajjan Gupta
Director

Bishu Bhushan

RECEIVED
1907

THE DISTRICT ATTORNEY
OF THE DISTRICT OF COLUMBIA
WASHINGTON, D. C.



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MEMO OF CONSIDERATION

Received the total consideration price from the aforesaid Purchaser by the following manners :-

CHEQUE <u>DRAFT</u>	DATE	DRAWN ON	AMOUNT (RS.)
706657	8/8/07	VIJAYA BANK, N.S.R. B.T.	6,50,000/-

WITNESSES :-

1. Sasanka Kumar Selt
Vill- Ramchandrapur
POST - Sambaram
DIST - Howrah

2. Debyendra Deysahi
Hansah Court

For BJM INDUSTRIES LTD:

Mihir Bhasin
Director

SIGNATURE OF THE VENDOR

Drafted, Prepared & Computerized

By me in my office.

Bimalendu Basch

Advocate

STATE OF CALIFORNIA

County of ...

...
...



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State of California
County of ...



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Government Of West Bengal
Office of the D.S.R.HOWRAH
HOWRAH
Endorsement For deed Number :I-07200 of :2007
(Serial No. 07541, 2007)

17/08/2007

Payment of Fees:

Fee Paid in rupees under article : A(1) = 7139/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on:17/08/2007

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

Presented for registration at 18.24 on :17/08/2007,at the Private residence by Bibhuti Bhusan Jha.

Admission of Execution(Under Section 58)

Execution is admitted on :17/08/2007 by

1. Bibhuti Bhusan Jha, Director, B J M Industries Limited, 8 B B D Bag(e), profession :Business
2. Sanjay Kr Gupta, Director, Adyama Complex Private Limited, 14/4/2 Mackenjee Lane, Dist- Howrah, Dist- Howrah, profession :Business

Identified By Sasanka Kr Sett, son of Ramchandrapur Sankrail Dist- Howrah Thana: ., by caste Hindu, By Profession :Others.

Name of the Registering officer :**Bidyabhushan
Bhattacharya**
Designation :**DISTRICT SUB-REGISTRAR OF HOWRAH**

On 19/11/2007

Certificate of Market Value(WB PUVI rules 1999)

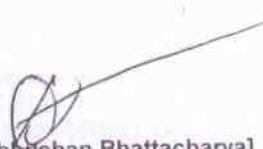
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 2037000/-

Certified that the required stamp duty of this document is Rs 122230 /- and the Stamp duty paid as: Impresive Rs- 39000

Name of the Registering officer :**Bidyabhushan
Bhattacharya**
Designation :**DISTRICT SUB-REGISTRAR OF HOWRAH**

On 22/11/2007

Admissibility(Rule 43)


[Bidyabhushan Bhattacharya]
DISTRICT SUB-REGISTRAR OF HOWRAH
OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH
Govt. of West Bengal

Government Of West Bengal
Office of the D.S.R.HOWRAH
HOWRAH
Endorsement For deed Number :I-07200 of :2007
(Serial No. 07541, 2007)

issible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,5
Indian Stamp Act 1899.


Deficit stamp duty

Deficit stamp duty : 1.Rs 41230/- is paid by the draft no. :224326, Draft date:02/11/2007, Bank name:STATE BANK OF
INDIA, Howrah, recieved on :22/11/2007. 2.Rs 42000/- is paid by the draft no. :224327, Draft date:02/11/2007, Bank
name:STATE BANK OF INDIA, Howrah, recieved on :22/11/2007.

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 15257/- on: 22/11/2007.

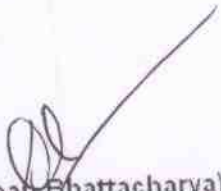
Name of the Registering officer :**Bidyabhushan
Bhattacharya**
Designation :**DISTRICT SUB-REGISTRAR OF HOWRAH**


[Bidyabhushan Bhattacharya]
DISTRICT SUB-REGISTRAR OF HOWRAH
OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH
Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 2115 to 2136
being No 07200 for the year 2007.




(Bidyabhushan Bhattacharya) 22-November-2007
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R.HOWRAH
West Bengal

LAN PART OF HOLDING 170 20, 211 7 20
KE SHORE ROAD. P.S. SHIBPUR. DIST. HOWRAH.
WARD NO. 36. UNDER HOWRAH MUNICIPAL CORPORATION

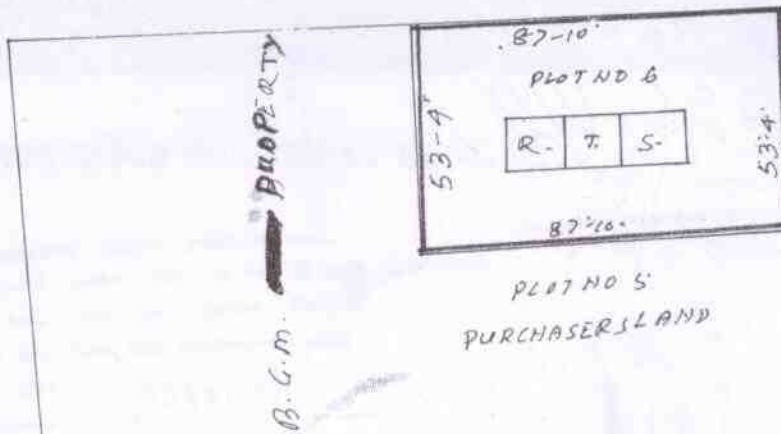
SCALE: - 1" = 40' 0"

AREA OF LAND - 6 X 8 CH 0 SPT SHOWN IN RED BORDER. □

VEN DOR BANGAL JUTMILL INDUSTRIES LIMITED

PURCHASER - ADYAMA COMPLEX PVT. LTD.

P A S S A G E



POT BUM INDUSTRIES LTD.

Milind B. Bhattacharya
Director

FORE SHORE ROAD

ADYAMA COMPLEX PRIVATE LIMITED

Sudhakar
Director

B.G.M. - GODO WH.

Sudhakar