



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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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)

807



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202203

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".

7207-7210

Adyama Complex (P) LTD.

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

4F

42,000 F

11-06-07



~~XXXXXXXXXX~~



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 202204

- 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 Mekarari Mourasi Bastu Land admeasuring about 7 (Seven) Cottahs, 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

7207-7210

Adyama Complex Ltd -

14/4/2, Malkangjee lane. P.S. Goolabari. Dist. Howrah - I

A.
42,000/-

11.6.07



[Handwritten signature]

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. 7,00,000/- (Rupees seven lakh) 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 Deed of Conveyance in favour of the Purchaser after acceptance of the total consideration amounting to Rs. 7,00,000/- (Rupees seven lakh) 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. 7,00,000/- (Rupees seven lakh) 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 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 7 (Seven) Cottahs, 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

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
MEMORANDUM FOR THE DIRECTOR
SUBJECT: [Illegible]
[Illegible text follows]



[Illegible text continues]

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 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 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 DOTH 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.

SCHEDULE

(the Said Property)

All That piece and parcel of Mokorari Mourasi Bastu Land admeasuring about 7 (Seven) Cottahs, 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. 8 and marked by **Red** border line, forming part of this Indenture for Sale, being butted and bounded by as follows :-

and will be the subject of a separate report to the Board of Directors.

THE BOARD OF DIRECTORS OF THE COMPANY

and the Board of Directors of the Company have decided to recommend to the stockholders that they vote for the election of the following persons to the Board of Directors:

John A. Smith, Jr., President; James H. Brown, Vice President; Robert L. Green, Secretary; and William D. White, Treasurer.

The Board of Directors of the Company has also decided to recommend to the stockholders that they vote for the election of the following persons to the Board of Directors:

Charles E. Black, Jr., President; Thomas M. Gray, Vice President; Richard S. Hall, Secretary; and Edward F. King, Treasurer.



The Board of Directors of the Company has also decided to recommend to the stockholders that they vote for the election of the following persons to the Board of Directors:

George W. Lee, Jr., President; Henry J. Miller, Vice President; Frank R. Nelson, Secretary; and Arthur B. Phillips, Treasurer.

The Board of Directors of the Company has also decided to recommend to the stockholders that they vote for the election of the following persons to the Board of Directors:

ON THE NORTH: By Vendor's Land;

ON THE SOUTH: By Plot No. 7;

ON THE EAST: By Plot No.2;

ON THE WEST: BJM Godown.

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
VIII-Ramchandrapur
Post- Sankram
Dist- Howrah

2. Debjendu Deyshi
Howrah Court

For BJM INDUSTRIES LTD.

Bishori Bhattacharya
Director

EXECUTED AND DELIVERED

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

1. Sasanka Kumar Selt
VIII-Ramchandrapur
Post- Sankram
Dist- Howrah

2. Debjendu Deyshi
Howrah Court

ADYAMA COMPLEX PRIVATE LIMITED

Sajay Kumar Gupta
Director

On this day of the month of
the year of the
at the place of
the
the
the

5/1/1911
1911



1911

~~1911~~
1911

MEMO OF CONSIDERATION

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

CHEQUE DRAFT	DATE	DRAWN ON	AMOUNT (RS.)
706655	8/8/07	VITAYA BANK, N. S. Rd. Br.	7,00,000/-

WITNESSES :-

1. Sasanka Kumar Sett
Vill- Ramchandrapur
Post- Sankran
Dist- Haurah.

2.

Debyendu Deyshi
Haurah Cent

For BJM INDUSTRIES LTD.

Bimalendu Basch
Director

SIGNATURE OF THE VENDOR

Drafted, Prepared & Computerized


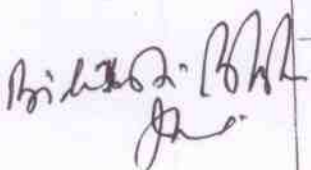






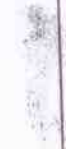











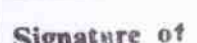









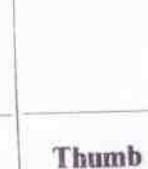
By me in my office.

Bimalendu Basch

Advocate

FORM FOR TEN FINGER IMPRESSION

Page No. _____

Sl. No.	Picture & Signature of Executants					
	 					
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		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 					
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		Little	Ring	Middle (Right Hand)	Fore	Thumb
						
		Little	Ring	Middle (Left Hand)	For	Thumb

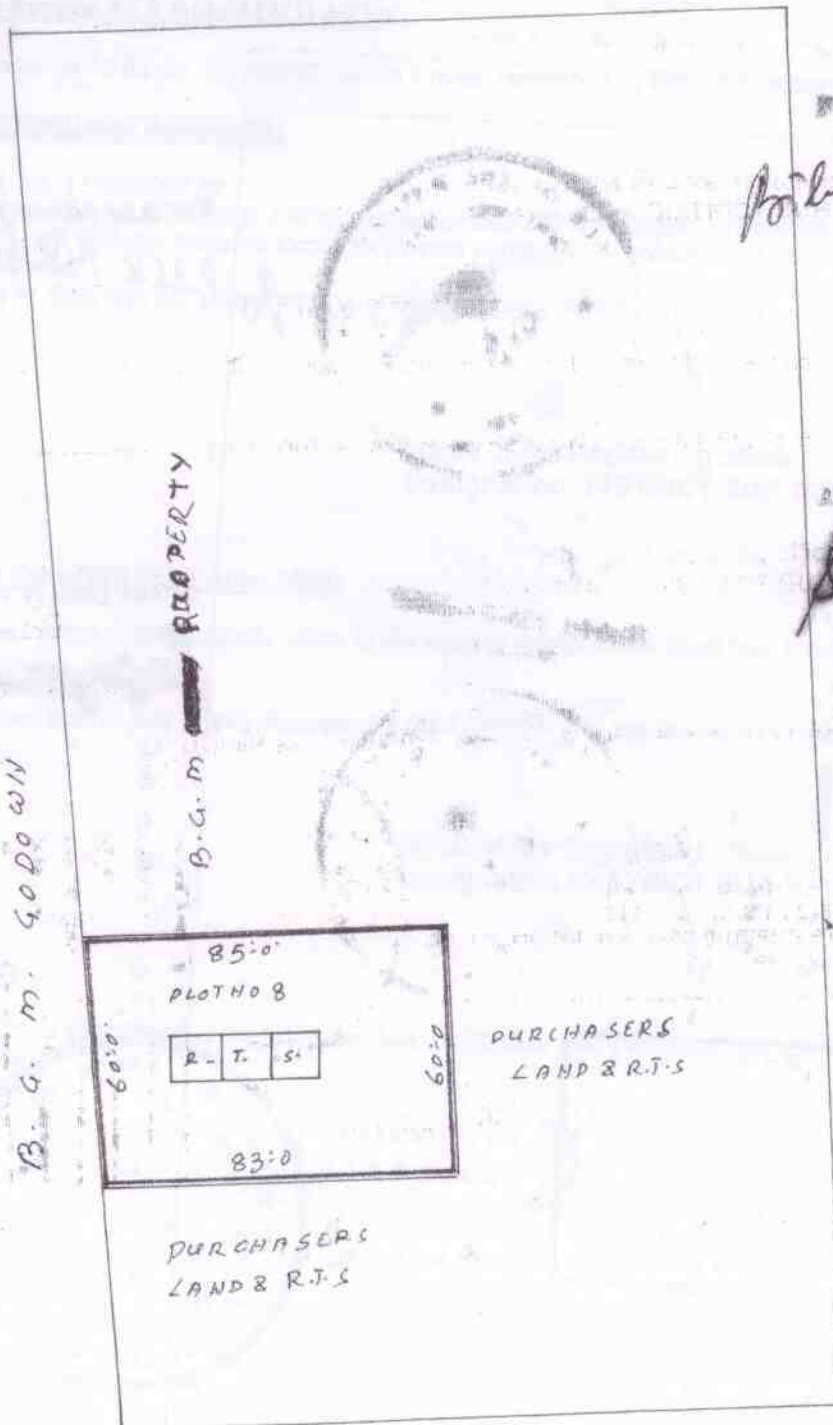
SCALE: 1 INCH = 40'-0"

AREA OF LAND: 7 X 0.40 SFT SHOWN IN RED BORDER. 

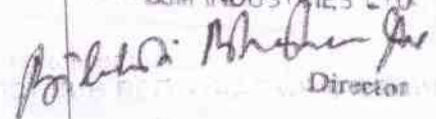
VEHDOOR: BAHQAL JUTMILL INDUSTRIES LIMITED

PURCHASER- ADYAMA COMPLEX PVT. LTD.

P A S S A G E



For B.M. INDUSTRIES LTD.


Director

ADYAMA COMPLEX PRIVATE LIMITED


Director

B.G.M. GODOWN

KAJARIA IRON



K. K. SANI
Class II

Government Of West Bengal
Office of the D.S.R.HOWRAH
HOWRAH
Endorsement For deed Number :I-07774 of :2007
(Serial No. 07543, 2007)

17/08/2007

Payment of Fees:

Fee Paid in rupees under article : A(1) = 7689/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on:17/08/2007

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

Presented for registration at 18.00 on :17/08/2007,at the Private residence by Bibhuti Bhagawan Jha.

Admission of Execution(Under Section 58)

Execution is admitted on :17/08/2007 by

1. Bibhuti Bhagawan 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 :

Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

On 21/11/2007

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- 2091000/-

Certified that the required stamp duty of this document is Rs 125470 /- and the Stamp duty paid as: Impresive Rs- 42000

Name of the Registering officer :

Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

On 06/12/2007

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



[Debasish Dhar]
DISTRICT SUB-REGISTRAR OF HOWRAH
OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH
Govt. of West Bengal

6 DEC 2007

ate of Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 8
Page from 3284 to 3302
Serial No 07774 for the year 2007.



[Handwritten signature]

(Debasish Dhar) 06-December-2007
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R.HOWRAH
West Bengal