

लॅन्हिमेंचङा पश्चिम बंगाल WEST BENGAL

P 466808

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document.

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DEED OF SALE

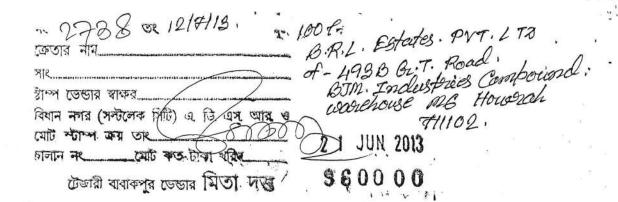
THIS DEED OF SALE made on this 22nd day of July 2013

Addi. Delici Sub-Begistrat
Bidhennegar, (Ban Law City)

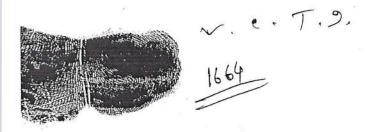
2 5 JUL 2013

BETWEEN:

SATYANARAYAN SONI son of Late Tolaram Soni an Indian Hindu legal practitioner at present residing at AE-599 Salt Lake City P.S Bidhan Nagar Kolkata-700064 District- 24 Parganas North hereinafter referred to as the <u>Vendor</u> (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the First Part represented by his constituted attorney PRASENJIT GANGULY (HAVING PAN NO. ALSPG3097Q) son of Ashok Kumar Ganguly of 122 Hazra Road, Kolkata700026 by and under a General Power Of attorney dated 02.04.2012 and registered with A.D.S.R Bidhannagar in book IV C.D Vol-1 pages 4766 to 47778 being no 404 for 2012.



Hann levento



M/s BRL ESTATES (P) LTD.



(PRASENDIT GANGVLY)
Represented by the constitute attorney of
Satyananayan - Soni



Addl. District Sub-Registrar Bidhannegar, (Sait Laire City)

Sisio Renlica Late Santosa Realica GB-63, Salt Lane hot-64 Service

P.T.D.

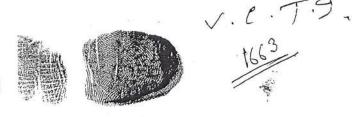
MESSERS. BRL ESTATES PVT. LTD., (HAVING PAN NO. AADCB9248D) a company incorporated under the companies Act 1956 having its registered office at 493 B, G.T. Road, BJM Industries Compound, Warehouse M6 Howrah-711102 and represented by its Director Manoj Khemka (having its PAN No. AEVPK7609E), son of Late Shyam Sunder Khemka, age 44, a Hindu businessman of Space Town Housing Complex, V.I.P Road, Block 1, Flat - 5A, Tegharia, Kolkata-700052 pursuant to the relevant resolution of its Borad of Directors and the said company is hereinafter referred to as the Purchaser (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-interest, legal representatives, transferees and assigns) of the Second Part

<u>AND</u>

MAX CEMENT PRIVATE LIMITED (HAVING PAN NO AADCM2978B) a company incorporated under the companies Act 1956 having its registered office at 197, B.B. Chatterjee Road P.S. Kasba Kolkata -700042 District- 24 Parganas (South) and represented by its Director Prasenjit Ganguly pursuant to the relevant resolution of its Board of Directors and the said company is hereinafter referred to as the Confirming Party (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-interest, legal representatives and assigns) of the Third Part

WHEREAS by a deed of sale executed in the year 1981 Asit Kumar Hazra and Jibesh Bagchi jointly purchased for a consideration therein mentioned the property which is described in the schedule of the said deed and the said deed was registered in the Office of the Additional District Registrar at Barasat in Book I Volume 20 at pages 156 to 160 being No. 2144 for the year 1981 and the said two purchasers exercised their joint right of absolute ownership in respect of the said property without any let hindrance claim question or demand being raised by anybody in this behalf

AND WHEREAS by the deed of conveyance dated 26.08.88 the said Asit Kumar Hazra and Jibesh Bagchi jointly sold to the Vendor for a consideration therein mentioned the property described in the schedule of the said conveyance and the Vendor through such purchase became and acted as the sole and absolute owner in possession of the said property



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(PRASENTIT GANGULY)

sinector.



Sieis Mallich Late Santron Mallich CB-63, Salt Lane hol-64 Curvice

Addi. District Sub-Registrar Bidhannegar, (Sub Less City)

without any let hindrance claim question or demand being raised by anybody and in the said conveyance one Mohammed Arif joined as a confirming party relinquishing his bargadar right that he claimed earlier

AND WHEREAS the Vendor has been exercising his right of absolute ownership in respect of the said property purchased by him through the said conveyance dated 26.8.88 and has been in continuous possession since that date till date without any let hindrance claim question or demand being raised by anybody and the said conveyance dated 26.8.1988 was registered with the Office of ADSR Bidhsn Nagar in Book I Volume 154 being No. 7264 for the year 1988

AND WHEREAS the Vendor entered into an agreement for sale dated 11.05.1990 with the Confirming Party herein wherein the Vendor had agreed to sell the said property purchased by him as aforesaid to the Confirming party on the terms and conditions therein mentioned

AND WHEREAS notwithstanding the said agreement for sale dated 11.05.90 the Vendor retained possession of the entire property and exercised his right of absolute ownership in respect thereof and the name of the Vendor has been recorded in the latest finally published L.R record of rights and the Vendor expressed his intention to sell the said property purchased by him through the aforesaid conveyance dated 26.8.88 and the Purchaser on coming know of such intention of the Vendor has come forward to purchase the same and the same is hereinafter referred to as the property conveyed and is more particularly described in the schedule below and delineated in red border in the map or plan annexed hereto and forming an internal part of this instrument such that the description in the map or plan shall have precedence or over-riding effect

AND WHEREAS the Vendor has specifically represented to the Purchaser that notwithstanding the execution of the said agreement for sale dated 11.05.90 the Vendor has retained possession and ownership of the property conveyed and the same is totally free from all encumbrances whatsoever and the vendor has good right full power and absolute authority to sell the same by reason of the fact that there has been no sale or conveyance executed pursuant to the said agreement for sale dated 11.05.90

AND WHEREAS the Confirming Party has been fully apprised of the negotiations between the Vendor and the Purchaser and the Confirming Party has specifically expressed its consent for such and has also agreed to ratify and confirm such sale by reason of which the



Addl. District Sub-Registrar Bidhannegar, (Satt Later City) Confirming Party is executing this agreement and the Confirming Party has received back the earnest money paid by it together with interest and damages

AND WHEREAS the parties have agreed that a sum of Rs. 2,03,63,636/- is the fair and reasonable market price of the property conveyed which has an area 16 cottah 15 chhitaks 3 SFT more or less approximately equivalent to 28 decimals

NOW THIS INDENTURE WITNESSETH that at and for the consolidated consideration of Rs. 2,03,63,636/- (Rupees Two crore Three lacs Sixty Three thousand Six hundred Thirty Six) only duly paid the Purchaser to the Vendor and the Confirming Party at the request of the Vendor (the receipt whereof the Vendor and the Confirming Party on behalf of the Vendor doth hereby as also by the Memo of Consideration appearing at the foot hereof fully admit and acknowledge and release and acquit the Purchaser as also the property conveyed and every part thereof of and from the same) the Vendor doth hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE Unto the Purchaser (and the Confirming Party doth hereby fully ratify and confirm such SALE, CONVEYANCE, GRANT, ASSIGNMENT and ASSURANCE) all that the property conveyed which is more particularly and fully described in the Schedule hereunder and delineated in Red border in the map or plan annexed to this Deed and forming an integral part of the same such the description in the map or plan shall have precedence and/or an over riding effect Together with all hereditaments and premises that are part and parcel thereof and Together with all right, lights, liberties, easements, previledges, appendages rights of free egrees and all other rights belonging thereunto and/or reputed so to belong AND Together with all rents, issues, profits and usufructs therefrom And Together with all documents and muniments of title relating exclusively to the property conveyed including the original of the purchase deed of the Vendor and the original of the Agreement between the Vendor and the Confirming Party both afore recited for the Purchaser TO HAVE AND TO HOLD the property conveyed free from all encumbrances absolutely and forever AND the Vendor as well as the Confirming Party doth hereby jointly covenant with the Purchaser that notwithstanding any act Deed or thing done by the Vendor or the predeceasor-in-interest of the Vendor or in trust or in equity or knowingly suffered to the contrary the Vendor has in the circumstances afore recited good right full power and absolute authority to sell the property conveyed to the Purchaser and that the title being conveyed by the Vendor or that which is being obtained by the Purchaser does not suffer from any latent or patent defect of title or clog on title and there is no impediment or bar under any law statue contract or notification preventing the Vendor from absolutely selling the property conveyed to the Purchaser and nothing shall alter, destroy or make void



Addi Quarriot Sub-Registrar Bidhannegar, (Ban Lane (Sty)) the absolute title of ownership being obtained by the Purchaser in the property conveyed by this instrument and the Vendor and the Confirming Party doth hereby jointly further covenant with the Purchaser that the property conveyed and every part thereof is totally free from encumbrances whatsoever and the Vendor as well as the Confirming Party keeps the Purchaser fully harmless and indemnified in this behalf AND the Vendor as well as the Confirming Party doth hereby further covenant with the Purchaser that the property conveyed and every thereof is NOT subject to any charge lien, lispendence life interest, Trust, Debuttar, Wakf, attachment, requisition, acquisition, Scheme or alignment whatsoever and the Purchaser shall be fully entitled at all time in future to absolutely own, press, enjoy and exploit the property conveyed without any let hindrance, claim, question or demand being raised by the Vendor or the Confirming Party or any person claiming through by or under authority from them or either of them or in Trust or in equity AND the Vendor and the Confirming Party doth hereby further covenant with the Purchaser that full vacant possession of the entirety of the property conveyed has been delivered to the Purchaser who shall be entitled to retain possession thereof AND the Vendor and the Confirming Party doth hereby further covenant to the Purchaser that the land rent, municipal tax and all other outgoings in respect of the property conveyed has been paid or shall be paid by the Vendor till the date of this instrument and thereafter the same shall be paid by the Purchaser AND the Vendor and the Confirming Party doth further covenant with the Purchaser that at the cost and request of the Purchaser they shall both be obliged to do all and every act also sign execute and register if necessary all documents, Deeds and papers for more perfectly assuring the title of the Purchaser in the property conveyed and also produce all documents deeds and papers relating to the property conveyed that are being retained by the Vendor or the Confirming Party.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the vacant SALI LAND of area 28 decimals corresponding to 16 cottahs 15 chhitaks 3 Sq.Ft. approximately in C.S. Dag No. 7080 R.S. dag no 4280 Touzi no. 2998, R.S No. 140,J.L. No. 2 in Mouza Gopalpore L.R. Khaitan no. 2983/1, Block Rajarhat, P.S-Airport (previously Rajarhat) within ward no. 5 of Rajarhat Gopalpore Municiaplity ADSR Bidhannagar, Dist. 24 Parganas (North) on rajarhat road (salua to Gopalpur) butted and bounded on the North by dag no. 4281, on the East by dag no. 4284 on the west Dag no. 4278 & 4279 and on the South by part of dag no. 4278 and 4273 and delineated in RED border in the map or plan annexed hereto and forming an integral part of this deed such that the description in the map or plan shall have precedence and an overriding effect.



Addl. District Sub-Registrar Bidhannegar, (Ban Lans City)

IN WITNESS WHEREOF the parties herein doth sign and execute this deed on the day month and year first above written.

SIGNED, SEALED and DELIVERED By the parties at Kolkata in the presence of:

WITNESSES:

1. SISIR MALLICA CB-63, SALL KARE UOI-64.

2. Suman Mondal 6/6 Df JM Road. Budge Budge

Drafted by

S.K.Mallick (Advocate)

8/2, K.S.Roy Road

Kolkata – 700 001

SATYANARAYAN SONI represented by his constituted attorney

PRASENHT GANGULY

My

M/S MAX CEMENT (P) LTD. by the per of it Director

CONFIRMING PARTY

M/s BRL ESTATES (P) LTD.

hang thanks

PURCHASER



Addi. Querict Sub-Registrar Bidhennegar, (Salt Lane City)

MEMO OF CONSIDERATION

Paid by the purchaser to the Vendor and the Confirming Party at the request of the vendor the full consideration amount of Rs 2,03,63,636/- (Rupees Two crore Three lacs Sixty Three thousand Six hundred Thirty Six) only as follows:

Date

Cheque/Draft No.

Bank

Amount

20.07.2013

209482

ICICI Bank

Rs. 2,01,60,000/-

TDS

Rs. 2,03,636/-

Total

Rs. 2,03,63,636/-

(Rupees Two crore Three lacs Sixty Three thousand Six hundred Thirty Six) only

WITNESS:

SATYANARAYAN SONI

represented by his constituted attorney

PRASENJA GANGULY

WEXTOOR.

2. Sumon Mondal

1. SISIR MACUICAL

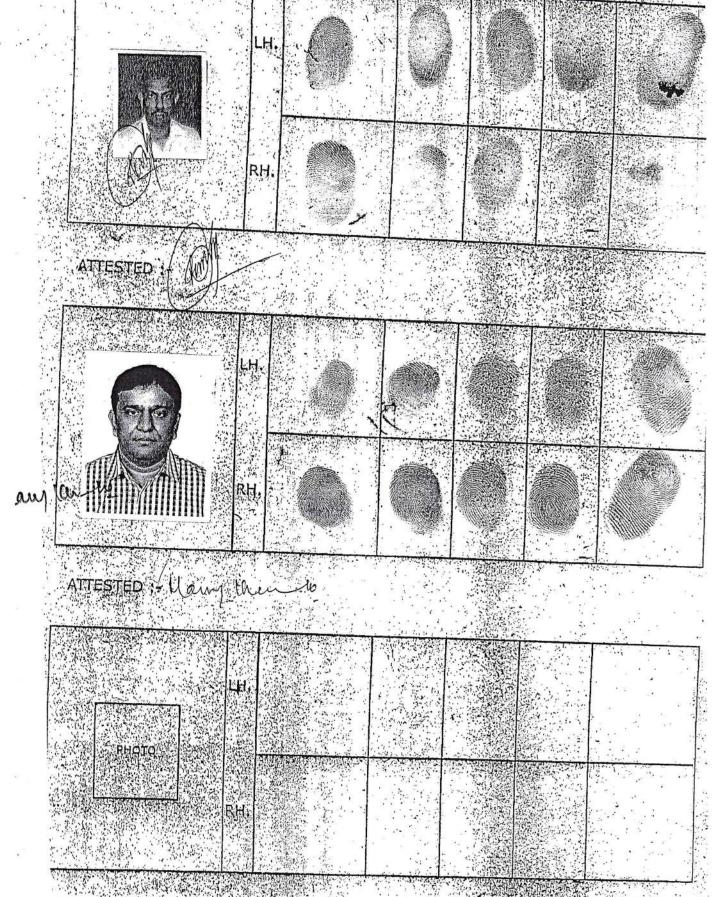
M/S MAX CEMENT (P) LTD.

by the pen of its Director

CONFIRMING PARTY



Addl. District Sub-Registrar Bidhannegar, (Salt Lans City)



ATTESTED I



Addl Getrict Sub-Registrar Bidhannegar, (8at Lang City)



Government Of West Bengal Office Of the A.D.S.R. BIDHAN NAGAR District:-North 24-Parganas

Endorsement For Deed Number: I - 02304 of 2013 (Serial No. 02406 of 2013 and Query No. 1504L000004463 of 2013)

On 22/07/2013

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

Presented for registration at 18.25 hrs on :22/07/2013, at the Private residence by Manoj Khemka ,Claimant.

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

Execution is admitted on 22/07/2013 by

1. Prasenjit Ganguly Director, Max Cement Pvt. Ltd., 197, B. B. Chatterjee Rd., Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700042. , By Profession : Business

2. Manoj Khemka

Director, M/s. B R L Estates Pvt. Ltd., 493, G. T. Rd., District:-Howrah, WEST BENGAL, India, Pin :-711102.

, By Profession : Business

Identified By Sisir Mallick, son of Lt. Santosh Mallick, C B-63, Salt Lake, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin: -700064, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Prasenjit Ganguly, wife of Ashok Kr. Ganguly, 122, Hazra Rd., District:-Kolkata, WEST BENGAL, India, Pin:-700026 By Caste Hindu By Profession: Others, as the constituted attorney of Satyanarayan Soni is admitted by him.

Identified By Sisir Mallick, son of Lt. Santosh Mallick, C B-63, Salt Lake, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700064, By Caste: Hindu, By Profession: Service.

> (Saikat Patra) ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/07/2013

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,03,63,636/-

Certified that the required stamp duty of this document is Rs.- 1425475 /- and the Stamp duty paid as: Impresive Rs.- 100/-0 63

(Saikat Patra) ADDITIONAL DISTRICT SUB-REGISTRAR

On 25/07/2013

Certificate of Admissibility (Rule 43, WVB) Registration Rules 1962) Registration Addl. Batrick BIGHERMEGSY (38th Lame City

25 JUL 2013

(Saikat Patra) ADDITIONAL DISTRICT SUB-REGISTRAR

25/07/2013 13:13:00

EndorsementPage 1 of 2

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Government Of West Bengal Office Of the A.D.S.R. BIDHAN NAGAR District:-North 24-Parganas

Endorsement For Deed Number : I - 02304 of 2013 (Serial No. 02406 of 2013 and Query No. 1504L000004463 of 2013)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4, 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 4,48,000/- paid online on 25/07/2013 10:19AM with Govt. Ref. No. 192013140002426701 on 25/07/2013 9:55AM, Bank: AXIS Bank, Bank Ref. No. 9780563 on 25/07/2013 10:19AM, Head of Account: 0030-03-104-001-16, Query No:1504L000004463/2013

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 14,25,475/- paid online on 25/07/2013 10:19AM with Govt. Ref. No. 192013140002426701 on 25/07/2013 9:55AM, Bank: AXIS Bank, Bank Ref. No. 9780563 on 25/07/2013 10:19AM, Head of Account: 0030-02-103-003-02, Query No:1504L000004463/2013

(Saikat Patra) ADDITIONAL DISTRICT SUB-REGISTRAR



Addl. Contrict Sub-Regis Ref Bidhannagar, (San Land City)

(Saillat Pat

2 5 JUL 2013

ADDITIONAL DISTRICT SUB-REGISTRAR

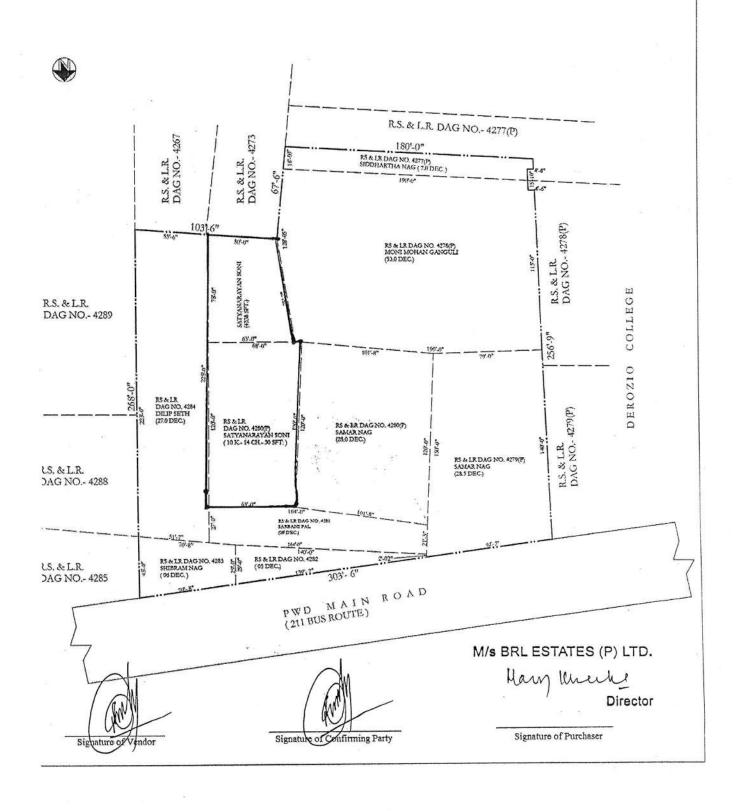
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SITE PLAN (NOT TO SCALE) OVER R.S. & L.R. DAG NOS. 4277(P), 4278(P), 4279(P), 4280, 4281, 4282, 4283 & 4284, L.R. KHATIAN NOS. 2124, 3030/8, 3153/2, 2983/1, 2811/1, 3006/1 & 2891/1 AT MOUZA- GOPALPUR, J.L NO. 2(SHEET NO. 4) FORMERLY P.S.-RAJARHAT, AT PRESENT- AIRPORT, WARD NO. 5, WITHIN THE LIMITS OF RAJARHAT GOPALPUR MUNICIPALITY, DIST. NORTH 24- PARGANAS.

TOTAL AREA 115 KH. 08 CH. 39 SFT (MORE OR LESS)

AREA CONVEYED BRL ESTATES PVT. LTD. 28 DECIMAL CORRESPONDING TO 16 KH. 15 CH. 3 SFT (MORE OR LESS)

AREA CONVEYED SHOWN IN RED BORDER





M/s BR. ESTATIS (P. 170)

Addi. Quarrici Sub-Registrar Bidheanegar. (Batt Lasse City)

Director

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 2313 to 2326 being No 02304 for the year 2013.



(Saikat Patra) 25-July-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR West Bengal