

DPA 8AK156 1146K 1974 5000Rs.



Permit for stamp
 No. 66 - H/NTP/IL-92(Sph) Dt. 27/1/88

10358

SBI Chq. No. 51053
 25.726.000
 deficit stamp duty of 541.

AMITABH BOSE
 1988
 5654-00
 Paid as per

27/8

SS1 Change no. 675166

THIS DEED OF SALE made this 10th day of MARCH

One Thousand Nine Hundred Ninety-eight **B E I W E E N**
AMITABH BOSE alias **AMITAVA BOSE**, son of Sri Adhir Kumar
 Bose, by occupation Business, by religion Hindu, residing
 at P-128, Lake Town, Block "A", Calcutta-700 089, P.S. Lake
 Town, District 24-Parganas(N), hereinafter called the
VENDOR (which expression shall unless excluded by or repug-
 nant to the context be deemed to mean and include his
 heirs, executors, administrators and legal representatives)

VICTOR LLOYD & CO.
Calcutta - 700001



UC ————— 20,000

Received for Registration of

an Affidavit (Part)

on the 16th day of July 1948

Amrita Basu alias [illegible]

Signature of [illegible]

Amrita Basu, 8 to 50
Adhikar Basu of P. 128
New Town Cal.

Amrita Basu

Amrita Basu

alias (AMITAVA BOSE)

Amrita Basu
P. 128 New Town

Identified by
Amrita Basu
Advocate Cal High Court

[illegible signature]



: 2 :

of the ONE PART **A N D** MONTAN EQUIPMENT AND ALLIED SERVICES PRIVATE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered Office at K-1/141, Chittaranjan Park, New Delhi-110019, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in interest assigns and nominees) of the OTHER PART.

VICTOR MOFFS & CO,

Sole Agents

6, Old India Office Street

Calcutta - 700001

Date... 15.12.98

20,000

44 ————— 20,000



Signature
Director of ...



: 3 :

W H E R E A S :

1. Faim Mondal, Golambari Mondal, Abdul Rezak Mondal were the recorded tenants under Bhowanipore Zamindari Company Ltd. (hereinafter called the 'Zamindar') in respect of land comprised in C.S.Dag Nos.5671, 5675 and 5664 at Mouza Gopalpur in the district of 24-Parganas.

2. Due to non-payment of rent by the above recorded tenants, the Zamindar instituted a suit and tenancy in



: 4 :

respect of the said land was extinguished and terminated and the tenancy right was purchased by the above mentioned Zamindar by auction sale in Rent Execution Case with delivery of possession of the said land to the Zamindar.

3. The Zamindar settled the said land in favour of Bechulal Shaw for cultivation who received possession of the said land.

4. After the West Bengal Estate Acquisition Act, 1953 with effect from 12.2.1954 all rights of the then intermediaries being Royats were vested in the State of West Bengal and all Royats became the direct tenants under state having right to hold use and enjoy together with right of transfer of land within the ceiling limits as provided under the said Act.

5. After completion of Revisional Settlement proceeding the name of Enayat Ali Mondal recorded in the Record of Rights in finally published Record-of-Rights prepared for Mouza Gopalpur and Bechulal Shaw became the direct tenant under the State Government and had been paying land revenue for the said land.

6. Hayatonnessa Bibi, Md. Samserjaan, Abu Salex, M.A.Kalam, Nasiman Begum, Sakina Begum, Md. Halim, Md. Jumman, Mustt. Sahedanessa, Jahidonnessa, Mahammed Ishak, Sabirannessa Bibi, Md. Osman Gani, Md. Yusuf, Karimonnessa Bibi, Mainunnessa Bibi, Jahar Ali Sardar, Rasid Ali Sardar, Ahammod Ali Swardar, Anoar Ali Sardar, Saheeb Ali Sardar, Rahiia Khatoon and Md. Ayub and some predecessors-in-title of the above persons instituted a Title Suit No.153 of 1975

against Bechulal Shaw in the Third Court of Munsiff at Sealdah for a declaration and permanent injunction and decree was passed in the said suit on 21.2.1970 by the said Court in favour of the above plaintiffs.

7. Bechulal Shaw the Defendant preferred an Appeal in the Court of 7th Subordinate Judge, Alipore against the Judgment and decree of the Ld. Munsiff 3rd Court Sealdah and after hearing the Judgment and Decree were reversed by the Appeal Court.

8. Bechulal Shaw preferred a second Appeal in the High Court, at Calcutta against the Judgement and Decree of the First Appellate Court, Alipore, which was numbered as S.A.No.1299 of 1972.

9. By a Sale Deed dated 9.10.1964 and registered at Sub-Registry Office Cossipore Dum Dum in Book I Volume No.121, Pages 19-21 Being No.8060 for the year 1964, Bechulal Shaw sold to Manilal Shaw agricultural land measuring .75 Decimals comprised in R.S.Dag No.3899 of R.S.Khatian No.1984 at Mouza Gopalpur, P.S. Rajarhat now Airport in the District 24-Parganas (hereinafter called "the said land").

10. After the death of Bechulal Shaw, the Confirming Parties did not substitute the heirs of Late Bechulal Shaw in the pending Second Appeal in the High Court at Calcutta, though formal order of abatement was not passed but an application was filed in the said Second Appeal for setting aside abatement.

11. Thereafter, the dispute was settled out of Court and the Confirming Parties to the Second Appeal, and all other parties filed jointly an application before the Calcutta High Court in the said Second Appeal accepting the Judgement and Decree passed by the 7th Subordinate Judge, Alipore in Title Appeal No.444 of 1970 as binding upon all the parties and the said application was kept in the recorded and accordingly the suit filed by the Confirming Parties and their predecessor in title was dismissed.

12. By an Indenture dated 28.4.1977 and registered at District Registry Office Alipore in Book No.1, Volume No.35, Pages 217-230, Being No.2581 for the year 1977, Harilal Shaw the heir of late Bechulal Shaw sold to Amitava Basu the said agricultural land measuring .75 decimals more or less comprised in R.S.Dag No.3899 and 3903 of R.S.Khatrian No.1984 at Mouza Gopalpur also commonly known as Baraberi within P.S. Rajarhat now Airport District 24-

Parganas now North 24-Parganas and the Confirming Parties namely Hayatonnessa Bibi and thirteen others confirmed the sale made by Harilal Show to the present vendor herein by joining themselves as parties to the Indenture dated 28.4.1977.

13. After purchase as aforesaid, the Vendor mutated his name in the Settlement Record of Rights and has been paying the land revenue to the collector of 24-Parganas in respect of his aforesaid purchased land.

14. Subsequently the above land came within the limits of Rajarhat-Gopalpur Municipality under present P.S. Airport in the District of North 24-Parganas.

15. The Vendor agreed to sell and the Purchaser agreed to purchase agricultural/danga land measuring .36 decimals equivalent to 1 Bigha 1 Cottah 12 Chittacks comprised in R.S.Dag No.3899 (Part) of R.S.Khatian No.348 at Mouza Gopalpur in the District of North 24-Parganas fully described in the Schedule hereunder written at or for the total price of Rs.4,00,000/- (Rupees Four Lacs only) free from all encumbrances, charges, lispendens, liens, acquisitions, requisitions, execution, proceedings and order of vesting for megacity scheme or other prohibitory order.

16. By Notification No.345-CI/H/31-7/89 dated 27.8.91 the Government of West Bengal, the locality within which the said land situated was declared as Industrial Area namely New Barrackpore, Madhamgram, Narayanpur, Badu, Ganganagar Industrial Area under Airport Police Station, North 24-Parganas.

17. By permission No.66-H1/WTP/IL-21/97(Singly) dated 22.1.1998 the Competent Authority, Housing Department, Government of West Bengal granted permission to register the Sale Deed of the subject land.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.4,00,000/- (Rupees Four Lacs) only being the total consideration money paid by the Purchaser to the Vendor on 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 land hereby transferred) the vendor doth hereby grant, transfer, convey, sell, assure and confirm free from all

encumbrances into the Purchaser absolutely and forever ALL THAT the agricultural land measuring at Mouza Gopalpur, North 24-Parganas fully and particularly described in the Schedule hereunder written (hereinafter called "the said land" OR HOWSOEVER OTHERWISE the said land or any part thereof now are or is or heretofore were or was situated butted and bounded called known numbered described or distinguished TOGETHER WITH all trees, fences, yards, areas, ways, paths, passages, water, water-courses, lights, rights, liberties, privileges, easement, appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto And all the estate, right, title, interest, claim and demand whatsoever of the Vendor into or upon the said premises or any part thereof TOGETHER WITH all deeds, evidences and muniments relating to the title of the Vendor to the said premises whatsoever in anywise exclusively relating to or concerning the said land or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby

granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser that NOTWITHSTANDING any act, deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor is lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted transferred and conveyed or expressed so to be and every part thereof for a protect and indefeasible estate or inheritance without any manner of condition use or other thing whatsoever alter defeat encumber or make void the said land that NOTWITHSTANDING any such acts, deeds or things whatsoever as aforesaid the Vendor has now good right and full power and absolute authority to convey the said premises hereby, granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruption, claims and demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or under in trust for him from or under any of his ancestors or predecessors-in-title and that free and clear

and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor or any person or persons having or lawfully or equitably any estate or interest in the said land or any of his or any part thereof from under or in trust for the Vendor shall and will from time to time at all times hereafter at the request and costs of the Purchaser produced or cause to be produced all or any of the original documents of title relating at any trial, commission or before any authority for evidencing the title of the vendor to the said land at any time hereafter do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of agricultural/danga land or ground measuring about .36 Decimal equivalent to 1 Bigha 1 Cottah 12 Chittacks more or less in R.S.Dag No. 3899 (part) of Khatian No. 1984, situate and lying at Mouza

Gopalpur commonly known as Sara-Beri J.L.No.2, R.S.No.140 under Rajarhat-Gopalpur Municipality and butted and bounded in the manner following that is to say -

ON THE NORTH : By part of R.S.Dag No.3900.
ON THE EAST : By part of R.S.Dag No.3899.
ON THE SOUTH : By R.S.Dag No.3686.
ON THE WEST : By P.W.D.Road.

particulars delineated in RED border in the map or plan annexed hereto.

IN WITNESS WHEREOF the Vendor has executed these presents on the day month and year first above written.

SIGNED AND DELIVERED By the Vendor abovenamed in the presence of :

Amit Bose
Solicitor
Calcutta.

M. Bose
Solicitor, Calcutta.

Witnessed by:
Amit Bose
Advocate

Amitabh Bose

(AMITABH BOSE)

alias (AMITAYA BOSE)

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.4,00,000/- (Rupees Four Lacs) only being the total consideration money. Rs.4,00,000/-

MEMO OF CONSIDERATION

Paid by Cheque No.821326 dated 6.11.1997 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor. Rs.1,50,000/-

Paid by Cheque No.821357 dated 3.12.1997 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor. Rs.1,50,000/-

Y Paid by Cheque No. ⁸²¹³⁴⁰⁶ 8213406 dated 3.3.1998 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor. Rs.1,00,000/-

Rs.4,00,000/-
=====

Handwritten mark

(RUPEES FOUR LACS ONLY).

WITNESSES:

Amitava
Mohan

Account Base
Alias (AMITAVA BOSE)

Page 475 to 488
and 1974
1998

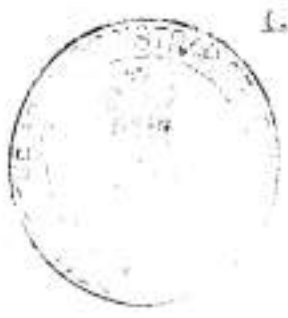
DATED THIS 10th DAY OF March 1998.



B E T W E E N
AMITABH BOSE alias AMITAVA BOSE
A N D
MONTAN EQUIPMENT & ALLIED SERVICES
PRIVATE LIMITED

AB
11/9/98

DEED OF SALE
(.36 Decimal Land in R.S.Dag No.3899
at Gopalpur).



[Signature]
VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
CALCUTTA-700 001.

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MIO)
910)