

THIS SALE DEED IS made this 15th day of August, Two Thousand

BETWEEN

2262 ✓
2262 ✓
AUGUST
2262 ✓
2488

2262 ✓
2262 ✓
2488

Sd/- Sd/- Sd/- Sd/- Sd/- Sd/-

29 Dec Kan

43845

[1 AUG 2007

No Date
Sold to **H. Choudhary & Co.**
Address ADVOCATE
10, Old Post Office Street
Room No 21, 1st Floor
KOLKATA - 700 001

7-00 p.m.

1st Aug 07
by - Binod Kr. Sharma

L. S. VENDOR,
HIGH COURT - CAL

one of the executants

Binod Kumar Sharma



2157 ✓

AKASH NIRMAN (P) LTD

Binod Kumar Sharma
Authorized Signatory



2158 ✓

सर्वोद्योग कंपनी

1441, Registrar of Assurances
Kolkata, 1/8/07

Binod Kr. Sharma.
As authorized signatory
for Akash Nirman Pvt. Ltd.

Subhas Chandra Biswas.
S/o Late N. Lal Biswas.

All at DA-39 Salt Lake.



Kashinath Biswas.
S/o, Subhas Ch. Biswas
P.O. - Sekharapur
P.S. - Rajarhat.

Business.

Kashinath Biswas.
S/o Subhas Ch. Biswas.
P.O. - Sekharapur.
P.S. - Rajarhat.

1441, Registrar of Assurances
Kolkata, 1/8/07

AKASH NIRMAN PRIVATE LIMITED, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 68/2, Harish Mukherjee Road, Kolkata 700 025, hereinafter 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 successors, successors-in-interest and assigns) of the **ONE PART AND SUBHAS CHANDRA BISWAS**, son of Late Nihari Lal Biswas, aged about 65 years, by faith Hindu, residing at Village Bajetaraf, P.O. Shikharpur, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the said Subhas Chandra Biswas, son of Late Nihari Lal Biswas owned and in Khas possession All That piece of parcel of undivided share or portion of land containing by measuring an area of 48.45 Decimals (Satak) out of 153 Decimal (Satak) be the same a little more or less lying and situated in Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, L.R. Dag No. 103,104,113 and 117, L.R. Khatian No. 610, classified as Sali (Paddy) Land.

AND WHEREAS in the Records of Right prepared under the West Bengal L. R. Act, the said Subhas Chandra Biswas, son of Late Nihari Lal Biswas, the vendor herein has been shown as a holding of L.R. Dag Nos 103,104,113 & 117, L.R. Khatian No. 610, Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, where L. R. Dag no. 103 has been shown undivided 2916 shares i.e. measuring an area 18 (17.79) Decimal (Sataks) out of 71 Decimal (Satak), L. R. Dag no. 104 has been shown undivided 3333 shares i.e. measuring an area 19 (18.66) Decimal (Sataks) out of 56 Decimal (Satak), L. R. Dag no. 113 has been shown undivided 3333 shares i.e. measuring an area 6 Decimal (Sataks) out of 18 Decimal (Satak) and L. R. Dag no. 117 has been shown undivided 3333 shares i.e. measuring an area 6 Decimal (Sataks) out of 18 Decimal (Satak).

AND WHEREAS in the manner aforesaid the said Subhas Chandra Biswas, son of Late Nihari Lal Biswas, the vendor herein is the Owner of all that piece and parcel of land admeasuring 48.45 Decimals (Satak) out of 153 Decimal (Satak) be the same a little more or less lying and situated in Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, L.R. Dag No. 103,104,113 & 117, L.R. Khatian No. 610, classified as Sali (Paddy) Land and is in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS the Vendor herein has duly been recorded his name in the book of Chandpur Gram Panchayat as well as recorded his name in the records of right of the



✓
1441, Registrar of Assurances
Calcutta,

Block Land & Land Reforms Office and as such the Vendor herein became the Owner of the said property as per law of land.

AND WHEREAS since then the Vendor herein has been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for his aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendor and no portion in any manner whatsoever is under and "BHAGCHASE".

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendor has not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendor nor any such notice has been published.

AND WHEREAS the Owner/Vendor herein has agreed to sell and the Purchaser has agreed to purchase all that piece and parcel of land admeasuring 24.225 Decimals (Satak) equal to 14 Cottahs 10 Chittacks 22.38 sq.ft. out of 48.45 Decimal (Satak) which arising out of 153 Decimal (Satak) be the same a little more or less lying and situated in Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, L.R. Dag No. 103,104,113 & 117, L.R. Khatian No. 610, classified as Sali (Paddy) Land, the **SCHEDULE** property hereunder written at or for a total consideration of Rs. 22,62,846/- (Rupees Twenty Two Lac Sixty Two Thousand Eight Hundred and Forty Six) only, the said Schedule property is free from all encumbrances, attachments, liens and lispendens whatsoever on the terms and conditions mentioned hereinafter

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 22,62,846/- (Rupees Twenty Two Lac Sixty Two Thousand Eight Hundred and Forty Six) only paid by the Purchaser herein to the Owner/Vendor herein at or before the



✓
141, Registrar of Assurances
Melbourne.

execution these presents, the receipt whereof the Owner/Vendor herein and doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever **ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE** the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances **WHATSOEVER** to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendors at law and in equity into, upon, over and concerning the said properties or any part thereof **AND ALL** the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever **TOGETHER WITH ALL** the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendors or any other person and persons from whom he may procure the same without any action or suit and **TO HAVE AND TO HOLD** the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Owner/Vendor or his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owner/Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispendens and adverse claim **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Vendor or his ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever aforesaid the Owner/Vendor has good right, full power and absolute authority and

1441, Registrar of Assurances
Calcutta.

indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owner/Vendor or any person or persons lawfully and equitably claim under or in trust for the Owner/Vendor or his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owner/Vendor, his ancestors or predecessors-in-title AND FURTHER the Owner/Vendor covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the Kolkata Municipal Corporation AND the Owners/Vendor and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-in-interest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and persons claiming under them and the Owner/Vendor shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendor inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendor as to protection and indemnity against any possible claim by any persons if he/she/they is/are discovered to be still alive or became the Owner of the schedule property, the Vendor do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendor has good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.
2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.



1841, Registrar of Assurances
Melbora.

3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendor herein.

4. That Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

5. The Vendor do hereby certify that the said properties, under SCHEDULE is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of the undivided share or portion of land containing by measurement an area of 24.225 Decimals (Satak) equal to 14 Cottahs 10 Chittacks 22.38 sq.ft. out of 48.45 Decimal (Satak) which arising out of 153 Decimal (Satak) be the same a little more or less lying and situated in Mouza Bajetaraf, J.L. no. 50, under Chandpur Gram Panchayat, P.S. Rajarhat District North 24 Parganas, L.R. Dag No. 103,104,113 & 117, L.R. Khatian No. 610, classified as Sali (Paddy) Land, number of Dags, Khatian and other particulars of the said land are as follows :-

<u>Mouza</u>	<u>L.R. Khatian No.</u>	<u>L.R. Dag No.</u>	<u>Area</u>	<u>Share</u>	<u>Classifi- cation of plot as per ROR</u>	<u>Annual Rent to be paid as per amended provisions of W. B. L. R. Act, 1955.</u>
Bajetaraf	610	103	8.895 Decimal (Satak) out of 17.79 Decimal (Satak) which arising out of 61 Decimal (Satak).	1458	Sali	Rs.
Bajetaraf	610	104	9.33 Decimal (Satak) out of 18.66 Decimal (Satak) which arising out of 56 Decimal (Satak).	1667	Sali	Rs.
Bajetaraf	610	113	3 Decimal (Satak) out of 6 Decimal (Satak) which arising out of 18 Decimal (Satak).	1667	Sali	Rs.
Bajetaraf	610	117	3 Decimal (Satak) out of 6 Decimal (Satak) which arising out of 18 Decimal (Satak).	1667	Sali	Rs.



1841, Registrar of Assurances

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

SIGNED, SEALED AND DELIVERED

by the Vendor in the presence of

WITNESSES:

1. *Kashinath Biswas*
P.S. - Rajmahal.

[Signature]

VENDOR

2. *Maulik Kr Biswas.*
P.S - Rajmahal.

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. *Kashinath Biswas*

KACH NIRMAN (P) LTD.

Bimoy Kumar Ghosh

PURCHASER Authorised sign

2. *Maulik Kr Biswas.*

*Read over and explained
in Bengali and
Drafted by me*

Arun Kr. Dey.

Advocate

High Court, Calcutta.



1841, Registrar of Assurances
Melbourne

RECEIPT

Received a sum of Rs. 22,62,846/- (Rupees Twenty Two Lac Sixty Two Thousand Eight Hundred and Forty Six) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:

MEMORANDUM OF CONSIDERATION

By Cash

Rs. 22,62,846/-

(Rupees Twenty Two Lac Sixty Two Thousand Eight Hundred and Forty Six) only.

Witnesses :-

1. *Rashinath Bisoi*

guro b. b. / amant

VENDOR

2. *Manish kr Bisoi*



✓
1441, Registrar of Assurances
Calcutta.

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Barry Kenneth Simmons</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
	<i>Walter Lee - 609-810-8108</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
PHOTO						
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				
PHOTO						
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				



2

1961, Registrar of Assurances
Alberta

Handwritten notes and stamps in the top left corner, including a large 'H' and some illegible text.

DATED THIS 15th DAY OF August, 2007

BETWEEN

AKASH NIRMAN PRIVATE LIMITED

... THE PURCHASER

AND

SUBHAS CHANDRA BISWAS

..... THE VENDOR



Registrar of Assurances
Calcutta

8-10-07

SALE DEED



Registrar of Assurances
Calcutta