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VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs legal representatives executors administrators and assigns) ONE PART AND TIL LIMITED a Company within the meaning of the Companies Act 1956 having its registered Office at No.1, Taratola Road, Kolkata-700024 represented by its Company Secretary DEBASHISH NAG hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors- in- interest and assigns) of the OTHER PART.

WHEREAS:

1) The Vendor is absolutely seized and possessed and of /or otherwise well and sufficiently entitled to by virtue of and/or in pursuance of a Bengali Deed of Gift dated 5th June 1955 registered at the office of the Sub Registrar, Midnapure in Book No. I Volume No. 40 Pages 211 to 214 Being No. 2931 for the year 1955 in respect of All That the piece and parcel of Land classified as "JAL" measuring 153 Decimals (more or less) comprised in Dag No.3168 under Khatian No.337 in Mouza-Changual,

J.L. No.360 under Police Station-Kharagpur in the District of Midnapur now Known as Purba — Midnapur (morefully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the SAID LAND).

- 2) The Vendor has duly got mutated his name in the records of Block Land & Land Reform office at Madpur in respect of the said Land under Khatian No. 337.
- 3) The Vendor has now agreed to sell and transfer All That the said land and the Purchaser has also agreed to purchase and acquire same at and for the consideration of Rs.10,71,000/- (Rupees ten lacs seventy one thousand only).
- 4) At or before execution of these presents the Vendor has declared assured and represented to the Purchaser as follows:
  - THAT the Vendor is the sole and absolute owner of the Said Land.
  - ii) THAT the Vendor has a marketable title in respect of the said Land.

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- iii) THAT the said Land is free from all encumbrances charges liens lispendens attachments trusts acquisition and requisition whatsoever or howsoever.
- iv) **THAT** the Vendor has not granted any right to any person as Bhagchasi or otherwise.
- v) THAT the entirety of the said Land is vacant.
- 5) Relying on the aforesaid representations of the Vendor and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said Land at the said sum of Rs.10,71,000/- (Rupees ten lacs seventy one thousand only).

#### NOW THIS INDENTURE WITNESSETH as follows:

1 THAT in pursuance of the Said AGREEMENT AND the said representation and Declaration of the Vendor herein and in consideration of the said sum of Rs.10,71,000/-(Rupees ten lacs seventy one thousand only) of the

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lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser as well as the said Land and/or the entirety of the right title interest of the Vendor into or upon the said LAND hereby intended to be sold transferred and conveyed) the Vendor doth hereby sell convey transfer assign and assure All That the piece and parcel of Land classified as "JAL" measuring 153 Decimals (more or less) comprised in Dag No.3168 under Khatian No.337 in Mouza-Changual, J.L. No.360 under Police Station-Kharagpur in the District of Midnapur now Known as Purba - Midnapur (more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the SAID LAND) absolutely and forever, free from encumbrances charges liens lispendens claims, demands, liabilities, trusts, attachments, acquisitions, requisitions, and whatsoever free from all encumbrances and charges OR HOWSOEVER OTHERWISE the said LAND or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and

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advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said LAND or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder remainders and the rents issues and profits of the and of any and every part thereof AND all said LAND the legal incidence thereof AND all the estate right title interest inheritance possession use trust Land claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said LAND or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in any wise exclusively relate to or concern the said Land or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said LAND hereby granted

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sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands liabilities trusts attachments acquisitions requisitions and lispendens whatsoever or howsoever.

# II THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a) That the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said LAND and every part thereof free from all encumbrances charges and liabilities of whatsoever nature.
- b) That the Vendor has not at any time heretorore done or executed or knowingly suffered or been party or privy to any act deed matter or thing hereby or by reason whereof the said LAND hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered

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in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said LAND or any part thereof in the manner as aforesaid.

thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said LAND hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.

d) AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has

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in himself good right full and absolute power to grant sell convey transfer assure and assign the said LAND hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions aforesaid.

- hereafter at her own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor.
- f) AND THAT the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by

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and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said LAND by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor as aforesaid or otherwise.

- g) AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the said LAND up to the date of hereof has been paid by the Vendor.
- h) That the Vendor hereby declare and confirm that she does not hold any excess of vacant Land within the meaning of West Bengal Land Reforms Act, 1956 and also Urban Land (Ceiling & Regulation) Act, 1976.

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i) That the Vendor also declare and confirm that she is in khas and vacant possession of the said Land and no one else has any right therein or on any part thereof as Barga, Bhagchasi, occupant or otherwise.

The Vendor doth hereby irrevocably nominate constitute III and appoint the Purchaser and its authorized person or persons time to time to be appointed by the Purchaser in his place and stead to be his true and lawful Attorney to act and to enable the Purchaser to do anything to get the proper title and for that purpose shall be entitled to execute sign any Deed rectification, modification and any declaration Registration Authority and to admit the execution thereof under the Indian Registration Act 1908 as the said Attorney may desire or deemed fit and proper and to adjust settle compound or compromise all action accounts suits proceedings whatsoever relating to the said Land and for all or any of the purpose aforesaid to use the name of the Vendor but at the cost of the Purchaser and to generally execute

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and perform any other acts deeds or things whatsoever relating to the said Land as fully and effectually as the Vendor could personally do if these presents had not been executed the Vendor hereby ratify and confirm and agree to ratify and confirm all and whatsoever acts deeds and things as may be executed by the said Attorney and also agreeing not to revoke the powers hereby conferred or any of them any time hereafter.

### THE SCHEDULE ABOVE REFERRED TO

All That the piece and parcel of Land classified as "JAL" measuring 153 Decimals (more or less) comprised in Dag No.3168 under Khatian No.337 in Mouza-Changual, J.L. No.360 under Police Station-Kharagpur in the District of Midnapur now Known as Purba – Midnapur in the District of Midnapur now Known as Purba – Midnapur Additional District Sub-Registry Office -Kharagpur in the District of Midnapur now Known as Purba – Midnapur



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day month and year first above written.

SIGNED AND DELIVERED by the

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VENDOR at Khargpur in the

Presence of:

Read over and explain the Vendor herein in mother language and hereby admit the control of this Deed are true correct by me-Ronesh PM.

Read over and explain to the Vendor herein in his mother language and he hereby admit the contents of this Deed are true and

SIGNED AND DELIVERED by the

PURCHASER at Khargpur in the Presence of:

RECEIVED of and from the withinnamed Rs.10,71,000.00 PURCHASER the within-mentioned Rs.10,71,000/- (Rupees Ten lacs seventy one thousand only) being the consideration money payable under these presents as per memo below:

MEMO OF CONSIDERATION

Poy D. Dryg- nu. 005227 dy- 09.10. 2007 drawn on Apris Bann UP. new Maprie Por. virinte pay ble of Kharagpur w.B in Januar As. 10,71,000/2 of the wendor.

(Rupees Ten lacs seventy one thousand only)

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**VENDOR** 

Linesh Par. Somalar Risky

DRAFTED AND PREPARED in my

Office and by me

halguni Bag Advocale
for Enrolment No. F/J62/146/89

R. L. GAGGAR SOLICITOR & ADVOCATE HIGH COURT, KOLKATA

## SPECIMEN FORM FOR TEN FINGERPRINTS

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# Government Of West Bengal Office of the A. D. S. R. KHARAGPUR KHARAGPUR

Endorsement For deed Number :I-00082 of :2008 (Serial No. 06255, 2007)

#### On 11/10/2007

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 11770/- on:11/10/2007

#### Deficit stamp duty

Deficit stamp duty: Rs 53450/- is paid, recieved on:11/10/2007.

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

Presented for registration at \_\_\_\_ on :11/10/2007,at the Office of the A. D. S. R. KHARAGPUR by Sri Dhananjay Patra, Executant.

#### Admission of Execution(Under Section 58)

Execution is admitted on:11/10/2007 by
1. Sri Dhananjay Patra, son of Jyotindranath Parta, Vill- Changual, Thana Kharagpur ( L ), By caste Hindu, by
Profession: Cultivation
Identified By Ganesh Pal, son of Late Sarojulae Pal Vill+p. O- Changual Dist.- Paschim Medinipur Thana: Kharagpur ( L), by caste Hindu, By Profession: Others.

Name of the Registering officer : Nitai Charan Makar Designation : A. D. S. R. KHARAGPUR

#### On 31/12/2007

### 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-1071000/-

Certified that the required stamp duty of this document is Rs 53550 /- and the Stamp duty paid as: Impresive Rs-100

Name of the Registering officer :Nitai Charan Makar Designation :A. D. S. R. KHARAGPUR

#### On 03/01/2008

[Nitai Charan Makar] A. D. S. R. KHARAGPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF KHARAGPUR

Govt of West Bengal

#### **Government Of West Bengal** Office of the A. D. S. R. KHARAGPUR KHARAGPUR

Endorsement For deed Number : 1-00082 of :2008 (Serial No. 06255, 2007)

### Admissibility(Rule 43)

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

Name of the Registering officer : Nitai Charan Makar Designation : A. D. S. R. KHARAGPUR

[Nital Charan Makar] A. D. S. R. KHARAGPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF

KHARAGPUR

Govt. of West Bengal

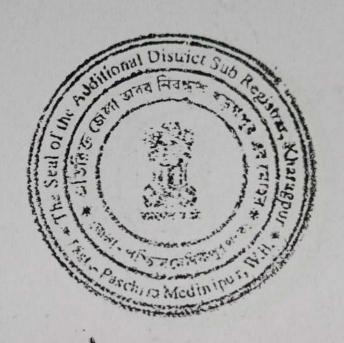
Page: 2 of 2

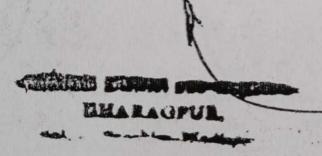
# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 1236 to 1254 being No 00082 for the year 2008.



(Nital Charan Makar) 03 January-2008 A. D. S. R. KHARAGPUR Office of the A. D. S. R. KHARAGPUR West Bengal





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