891/16



04DD 473161

INSTRUMENT

PROPERTY MEASURING SALE VALUE

Sale Deed

4 bighas 15 biswas Rs.21 37,500/- Rs.2,56,500/-

SALE-DEED

This deed of sale is made on this 4th day of March, 2005 at Nalagarh, District solan (HP), by Shri Lekh Ram s/g sh.

Moti son of shri Devi Ditta, r/o vill Kolimajra, Parjana Dharampur Teh. Nalagarh, Distt. Solan, (H.P), through his general power of attorney holder shry Jagan Nath s/o shri Bachna Rag, r/o vill. Kishanpura, Teh. Nalagarh (HP), vide GPA NO.1722 dt.9.11.2004 registered with Sub-Registrar Nalagarh, Tehsil Nalagarh, District Solan (HP), contd.2.

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(hereinafter be referred to as the VENDOR, which term shall includes his heirs, executors, assignees, legal representatives and administrators, in favour of M/s BLACK BURN & COMPANY PRIVATE LIMITED, a Company, registered under the Companies Act, 1956, having its Regd./Head office at 65,Cotton Street, KOLKATA, through its Director sh. Alok Somani, (hereinafter THE VENDER include its heirs, executors, assignees, representatives, and administrators), on the following terms and conditions, mentioned below:-Adl H A12 Alch Kuman Somani. contd.3.



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WHEREAS the vendor is the absolute owner and in possession of land measuring 4 bighas 15 biswas, bearing khasra no.2041/1788(4 bighas 15 biswas), kitats-1 comprised in kh/kht nos.325/379, pertaining to and situated in the area of Village Thana, HB No.192, Pargana Dharampur, Tehsil-Nalagarh, Distt.Solan(HF), (hereinafter be referred to as "THE AFORESAID LAND/PROPERTY"), The aforesaid property is free from all encumbrances charges, claims or disputes etc. and is in self, sole and exclusive possession of the vendor and the vendor has legal right and title to sell, convey, transfer and alienate the above described contd.4.

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land /property in favour of the Vendee. No prior agreement of sell, or any other document, creating any encumbrances regarding the aforesaid property have been effected or executed by the vehdor with any other person, company or institution etc., nor the afpresaid property is subject to any liens, lispendens, hindrance, attachment, acquisition, requisition, and part of any trust, whatsoever nor any notice for the same, have ever been received or issued nor this property is subject matter of any acquisition, notice, notification or any income tax proceedings etc.

AND whereas the vendor has agreed to sell the entire property/land to the vendee and transfer by way of sale , the aforesaid property alongwith all rights, title and interest, alongwith all fixtures and structures, contd.5.

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situated in and over the aforesaid property for a total consideration of Rs.21,37,500/-(Rupees Twenty sae lacs thirty seven thousand five hundred) i.e.@ Rs.4,50,000/- per bigha and the vendee has already paid to the vendor 50% of total sale consideration of aforesaid land i.e.Rs.10,68,750/- vide cheque No.010642 and the remaining 50% of total sale consideration i.e. Rs.10,68,750/- will be paid to the yendor by the vendee before the Sub-Registrar, Nalagarh at the time of registration of this sale deed, through cheque/Draft no. 002490 dt.3/3/05 and the vendor now hereby acknowledge the receipt of aforesaid full and final payment of sale consideration and do hereby grant and convey, sell, transfer, assign to the vendee, contd.6.

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all rights, title and interest in the aforesaid property at present and in future, into or upon the aforesaid property, in favour of the Vendee, to the exclusive use of the vendee, his/its heirs, executors, administrators and assigns, absolutely and forever. The vendor claim that the property for sale is free from of encumbrances. The land described above measuring 4 bighas 15 biswas , situated in the area of vill. Thana, Pargana Dharampur, Tebsil Nalagarh, District Solan(HP), is being transferred sold alongwith all other easement rights etc. and the vendor hereby convey and transfer the title and contd.7.

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all rights in the said property in favour of the vendee, peacefully, to enjoy the same into the use of the vendee and its heirs executors, administrators etc. without any interruption or hindrance by the vendor or any person claiming through or under him-his/them.

WHEREAS THE VENDEE BEING NON AGRICULTURIST IN HIMACHAL PRADESH HAS OBTAINED PERMISSION FROM THE GOVT. OF Himachal Pradesh to purchase the land/property vide Letter No.Rev.B.F.(10)-40/2005 dt.22.2.2005 (Copy of letter attached),

THAT THE ACTUAL, PHYSICAL POSSESSION of aforesaid property have been delivered to the vender by the vendor at the site and all the expenses for execution and registration Ad Tot of To Ald Rimon Comani. contd.B.



of this sale deed, have been incurred by the vendee.

AND WHEREAS the vendor has further agreed with the vendee to save, harmless, indemnify and keep him/it indemnified from and against all sorts of encumbrances charges, losses, damages, costs or expenses, which the vendee sustains or incur by reasons of any legal or other defect, or the property slips from the hands and ownership of the vendee by reason of any claim made by any body, whatsoever, to the said property in respect of title of the vendor, in case the vendee is deprived of the complete use , enjoyment and possession of the entire property or any part thereof . The vendor shall be liable to indemnify the loss to the vendee. The vendee may use contd.9.

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the aforesaid property in any way, manner it desires.

WHEREAS the vendee has purchased the aforesaid property for industrial purposes and the vendee after the purchase of aforesaid property will not become Agriculturist in Himachal Pradesh and aforesaid property will be used by the vendee for industrial purpose only. The contents of the indenture have been readover and translated into HINDI and explained to the vendor and the Vendors having understood the contents thereof subscribe to these presents.

IN WITNESSES WHEREOF the vendor and vendee have set his hands to these presents on 4th day of March, 2005 contd.10.

ATTA ATT - Chok Ruman Lamani.



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in the presence of each other and each of the attesting witnesses, mentioned below and each of the attesting witnesses have put in his signatures in the presence of the vendor and vendee.

SIGNED AND DELIVERED BY the above named in the presence of

WITNESSES: - -

1. Sh.Khushi Ram Lambardar vill.Dattowal,Teh.Nalagarh, Distt.Solan(HP).

Sh.Chamba Ram r/o vill.Sandholi, Teh.Nalagarh, Distt.Solan(HP).

... VENDOR

Shri Lekh Ram

through his GPA holder Jagan Nath .

VENDEE

Aloh Ruman Comani.

M/s BLACK BURN & COMPANY PRIVATE LIMITED, through its Director sh.Alok Somani

(MAHESH SHARMA) ADVOCATE, NALAGARH.

ocatted by:



Pg 11/10

POODS PRESIDENT STREET OF THE HOUSAND RUPEES &

BLANK ATTACHED WITH SALE DEED.

DATED:4.3.2005

VENDOR



RE1000
RE1000
RETURN THOUSAND RUPES (2)

BLANK ATTACHED WITH SALE DEED.

ATTA ATE

DATED:4.3.2005

VENDOR

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प्रेषक

वितायुक्त एवं स्थित (ग्राजस्त) हिमावल प्रदेश रारकार ।

पेषित

निक बर्न एएंड कम्प्नी प्रा० विछ. मार्फः श्री भीम राज सोमनी, एंड कोटन स्ट्रीट तीसारी मंदित, कोलकता।-70000?

दिनाङ

SH-171002

22 फरवरी 2005

ग्रें क्षेत्र यर्ने एम्ड क्रम्पनी प्राठ लिए दारा आँखोगिक इकाई स्थापित करने हेतु गृमि क्य करने की अनुमति गोरे।

महोदय.

एप जल विषेत्र पर मुझे एजतुब्द, तीलन के पत्र संख्याः पेशी-11-3021/05-नलग्, विमाक 12-1-2005 डारा प्राप्त आपके आंडेटन एकएम के सन्दर्भ में यह कहने का निदेश हुआ है कि प्रदेश सरकार ने हिमाचल प्रदेश टेनेन्सी एण्ड लेण्ड रिफार्मक एक्ट, 1972 की धारा 118 की उप-धारा 2 के खण्ड सरकार ने हिमाचल प्रदेश टेनेन्सी एण्ड लेण्ड रिफार्मक स्वल्म, 1975 के नियम 38 ए के उप-नियम 3 के एप्च) तथा हिमाचल प्रदेश टेनेन्सी एण्ड लेंग्ड रिफार्मक स्वल्म, 1975 के नियम 38 ए के उप-नियम 3 के एप्च) तथा हिमाचल प्रदेश टेनेन्सी एण्ड लेंग्ड रिफार्मक स्वल्म, 1975 के नियम 38 ए के उप-नियम 3 के एप्च) तथा हिमाचल प्रदेश टेनेन्सी एण्ड लेंग्ड रिफार्मक स्वल्म, 1975 के नियम 38 ए के उप-नियम 3 के एप्च) तथा हिमाचल प्रदेश रावितरों की प्रदेश हुवे पाएक एक्टा प्रदेश से मूर्ग खसरा संख्या 2041/1788 रक्टा खण्ड (डी) के अर्जन रावितरों की प्रदेश हुवे पाएक हैं, जिला सोलन में निम्नलिखित शर्तो पर औद्योगिक तादादी 4-15 वीध स्थित मीजा खाना, तहसील गाल के एप्च तथा मान्य विधारोगी।

1 ्ह अनुभति हैं से पत्र को लाशे होते से 180 दिन तक मान्य / वैध होगी। ।
2 िम का प्रयोग उसी उसी ला के लिये 2 वर्गों की अवधि के अन्दर किया जायेगा जिस उथाजन के लिये अपुनि के नहीं है। यि निर्ध का प्रयोग उसी प्रयोजन के लिये निर्धारित अवधि के अन्दर नहीं किया गया तो उस्त भूमि रामी प्रकार से भारमुक्त होकर नरकार में निहित हो जायेगी।

न्याक्टी के दिया एक में बाद रहाड़ी से इन्हाज दिया जाये कि केता गविष्य में नरकार से किसी भी- 9कर है भूमि आवंदन/सीज/अनुदान के लिये कृषक की

4. इस स्वीकृति कं अन्तेयत छर दी गई मृति का कंता कृषक कहताने का अधिकारी नहीं हमा और ऐसा अतृषक व्यक्ति अकृषक हो रहेगा ।

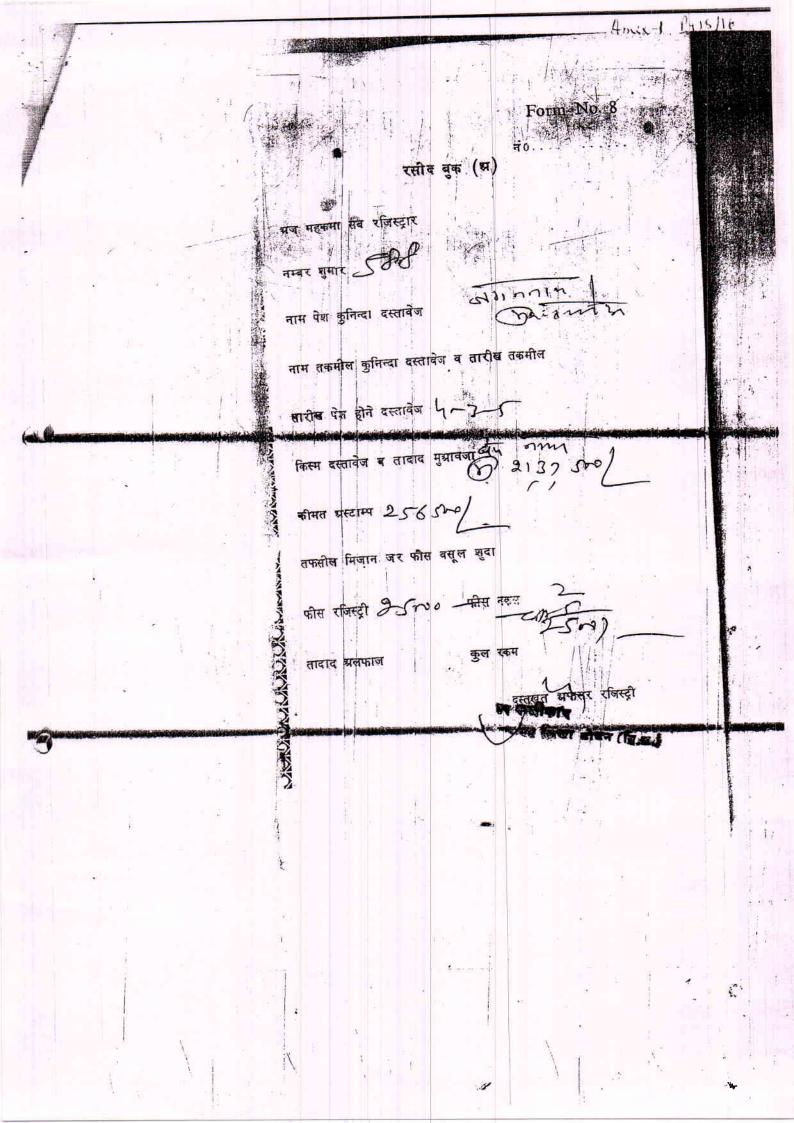
5 किया की जाने अले ऐस्ताउत की की स्ट्रेंग एक अध्यान बाजाओं की मत पर केता वसूल की जायेगी

भतदीय

उप सर्विव (श न्य) हिमान्नल प्रदेश रारकार । फुरवरी २००५

पृथ्ताकन संख्या यह गरि दिस्तक । १८०० । १८० । १८

ा प्रायुक्त, भारम हिमाबल प्रार्थ के नमा एकत वर्णित पात्र व सन्दर्भ ने । १ निदेशक, एक प्रहिमावल विक्र दिएक दो करते द्वारा कार्य अगिव देवी प्रमाण पत्र सरया होण्ड १ के.,एफ(१४)ह न-137 / 20 विक्र विक्र के कि. १५ - १५ - २००४ के सन्दर्भ में ।



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