Sch. XIV.—F.No. 180V

रसीद मालगुजारी

नाम सर्कल। नाम मौजामय

थाना व नम्बर।

वि० स०मु० पटना। 160/A/Vol 08

परिद मालका जमा दिया। 0434988

अरांजी नकदी 10 अरांजी भावली 10 तफसील हिसाब लगान भावली

जोत का सालाना मांगमय तफ़सील (बकाया वाला)

2018–2019 मांग बाबत		सालाना	बकाया				हाल
			तीन वर्ष से ज्यादा	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	
माल- गुजारी	(नकदी)	1100.00					1100.00
	(भावली)	1100.00					1100.00
सेस	.....	1100.00					1100.00
*सूद	.....	1100.00					1100.00
मुतफरकात	.....	1100.00					1100.00
मीजान		11200.00					11200.00

तफसील अदायकारी। = 11200.00

2018–2019 अदायकारी बाबत		बकाया				मोतालवा हाल	फाजिल
		तीन वर्ष से ज्यादा	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।		
माल- गुजारी	(नकदी)					1100.00	
	(भावली)					1100.00	
सेस	.....					1100.00	
*सूद	.....					1100.00	
मुतफरकात	.....					1100.00	
मीजान अदायकारी						11200.00	= 11,200.00

(1) मीजान कुल (लफ्जों में)- ग्यारह हजार दो सौ रुपया मात्र

(2) नाम देहिन्दा --

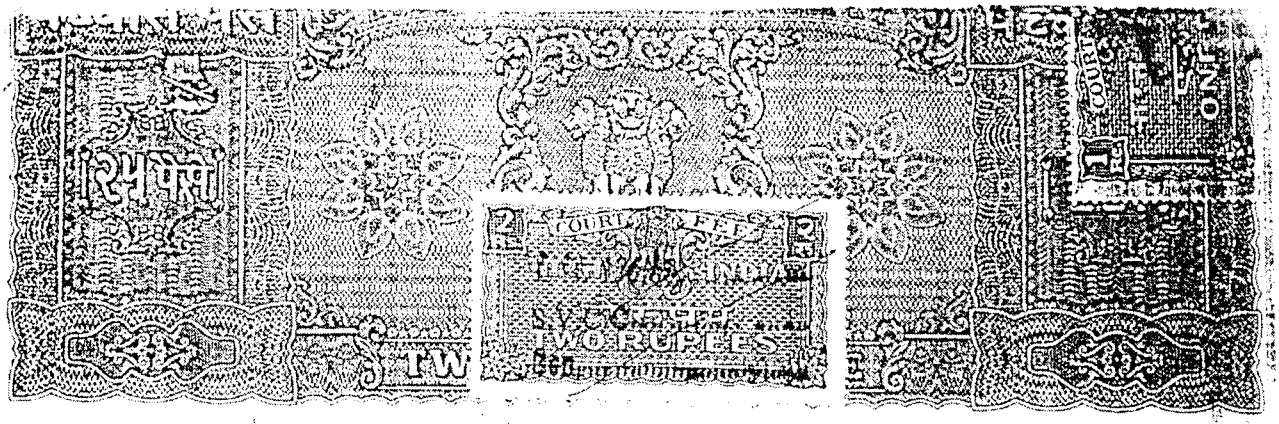
(3) कुल बकाया --

दस्तखत वो तारीख अमला तहसील कुनन्दा 01/05/18

*सूद सिर्फ उन्हीं बकायाजगुजारी पर (सिवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

SPL–16-17

01, 157, 158
2018 159, 160
01/03 160, 161
162, 60P



प्रतिलिपि के लिए आवेदन की तारिख Date of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारिख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारिख Date of delivery of the requisite stamps and folios.	तारिख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारिख Date of making over the copy to the applicant.
28/1/10				

न्यायालय अंचलाधिकारी सदर पटना
दाखिल खारीज वाद सं०- 384/01-10

आदेश

4/1/10 उत्कर्ष इन्फ्रीक लिमिटेड मैनेजिंग डायरेक्टर- श्री सदय कृष्ण कनौरिया पुत्र- श्री विनोद कृष्ण कनौरिया साम- फ्रेजर रोड थाना- कोतवाली जिला- पटना केवाला नं०- 20162 दिनांक- 13.12.06 के आधार पर निम्नांकित जमीन पर दाखिल खारीज हेतु आवेदन पत्र दाखिल किया है।

मौजा का नाम	थाना नं०	खाता	खेत	खसरा	M.S.P	एराजी
अड़रा	३०	01	22	03	157	7.52 एकड़
					158	या
					159	752 डी०
					160	
					161	
					162	
					60(P)	

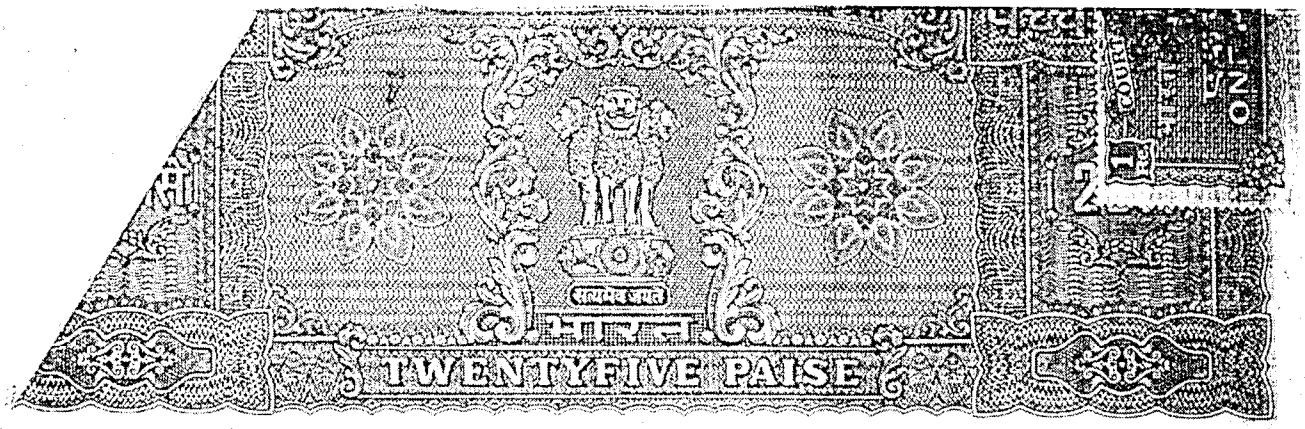
मूल आवेदन पत्र हल्का कर्मचारी एवं अंचल निरीक्षक के माध्यम से प्रतिवेदन हेतु दे दें। महाल पर सूचना जारी कर आपत्ति की माँग करें। अभिलेख दिनांक 28/1/10 को उपस्थित करें।

लिखाया एवं शुद्ध किया।
ह० अस्पष्ट
अंचलाधिकारी

ह० अस्पष्ट
अंचलाधिकारी

28/1/10 महाल पर तगीला नोटिस प्राप्त है। कोई आपत्ति प्राप्त नहीं है। कर्मचारी को प्रतिवेदन अंचल निरीक्षक के माध्यम से प्राप्त है। उन लोगों ने आवेदक के नाम दाखिल खारीज करने की अनुशंसा किए हैं।

ह० कर्मचारी सह अंचल निरीक्षक के प्रतिवेदनानुसार समस्त संलग्न कागजात के अवलोकनोपरांत पाया है कि पूर्व में जमीन की खरीद बिक्री की गयी है। विक्रेता के पक्ष में भूमि सुधार उपसमाहर्ता का आदेश पारित है। तदनुसार रसीद भी निर्गत है। केवा द्वारा विक्रेता से ही भूमि की खरीद की गयी है। इस संबंध में Contempt Case में माननीय पटना हाईकोर्ट न्यायालय, नई दिल्ली में चला। जिसे खारीज कर दिया गया।



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलिओ की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलिओ देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.

एडीशनल एडवोकेट जनरल सं० 7 से Legal Advice भी ली गयी है जो आवेदक के पक्ष में है।

पूर्व में Injuction भी विपक्षी पर लगाया था और आवेदक "उत्कर्ष स्फटिक लि०" को इससे मुक्त रखा गया था। स्टेट बैंक ऑफ इंडिया से प्रश्नगत भूभाग की खरीद का आदेश (Permission) भी लिया गया है।

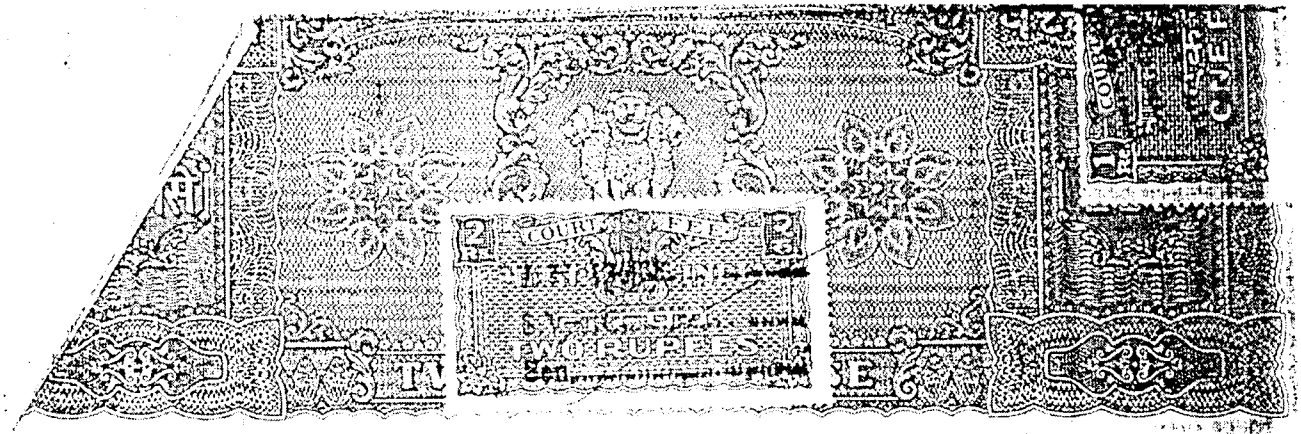
इस तरह आवेदक/प्रार्थी नामांतरण की योग्यता रखते हैं, अतः स्पष्ट है। यदि टाईटिल को लेकर कोई विवाद हो, तो विरोधी/विपक्षी माननीय व्यवहार न्यायालय या अन्य सक्षम न्यायालय में जाने को स्वतंत्र हैं। तथ्य तक के लिए राजस्व हित में सरकारी नीतियों के मद्देनजर आवेदक के पक्ष में नामांतरण की स्वीकृति दी जानी है।

तदनुसार सहा० शुद्धि पत्र निर्गत करें और ह० कर्म० राजस्व खरीद निर्गत कर पंजी II में आवश्यक प्रविष्टि कर लें।

ह० अस्पष्ट
28.1.10
अंचलाधिकारी

28/1/10
लिखा

प्रमाणित सच्ची प्रतिलिपि
प्रशासन शिविक
[illegible]



प्रतिलिपि के लिए आवेदन की तारिख Date of application for the copy.	स्टाम्प और फोलिओ की अपेक्षित संख्या सूचित करने की निश्चित तारिख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलिओ देने की तारिख Date of delivery of the requisite stamps and folios.	तारिख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारिख Date of making over the copy to the applicant.

दानिल खारीज का अन्तिम आदेश

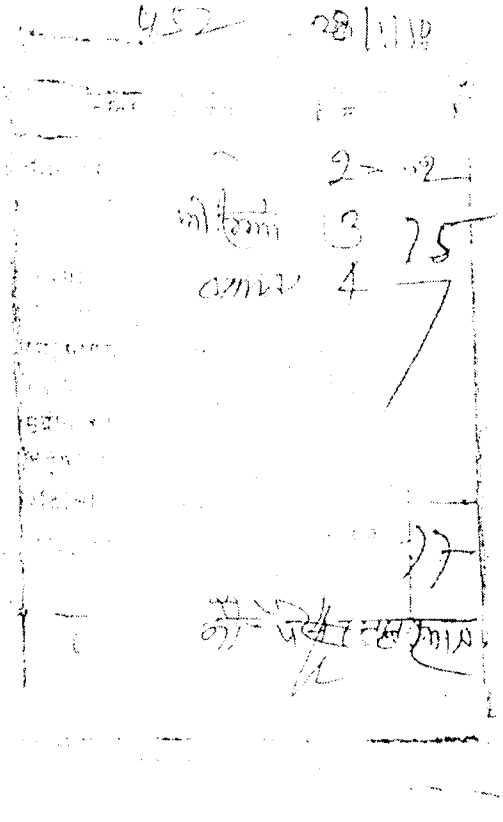
केश नं०- 384/2 09-10 हल्का-2 अंचल पटना सदर मौजा-अड़रा राजस्व थाना-फुलवारी थाना नं०- 20 जिला- पटना ई० स्था० में जमीन का रकबा- 7.52 एकड़ या 752 धारित का जरिया- विक्रयपत्र पुरा या कुछ। लेवलिंग- आंश वसीका सं०-20162 तिथि 13/2/ जरबमन- 2486300002 जमाबंदी नं०- 160 vol XX निया पड़ा पृष्ठ

रैयत का नाम एवं पूर्ण पता	खाई	दाग नं०	रकबा	नं० वा०	अभ्युक्तियाँ दिनांक आदेश सहित
बैपटीस्ट मिशनरी सोसाईटी कारपोरेशन स्था०- लोदीपुर बुल्लै मार्ग, पटना।	01	157	0.10 डि०	25.300	आवेदित जमीन की जमाबंदी बैपटीस्ट मिशनरी सोसाईटी कारपोरेशन लोदीपुर बुल्लै मार्ग पटना के नाम से दर्ज है। म्युनिसपल खतियान में से ट्रस्टी आफ बैपटीस्ट मिशन का नाम दर्ज है। उक्त जमाबंदी लगान निर्धारण वाद सं०- 20/08-09 के द्वारा संधारित है। आवेदक ने विक्रयपत्र सं०- 20162 के द्वारा क्रय किया है।
	खीट	158			
	02/03	159			
		160			
		161			
		162			
		60			
		61			
तथैव A·A	03	60(P) 61	0.58 डि०		अतः आवेदन पत्र के साथ संलग्न कागजातों का स्वयं अवलोकनोपरांत अगर कोई संवैधानिक अड़चन नहीं हो तो अग्रेतर कार्रवाई की जा सकती है।
उत्कर्ष स्फटिक लि० मैनेजिंग डायरेक्टर- श्री सदय कृष्ण कनौरिया पिता- विनोद कृष्ण कनौरिया स्था०- फ्रेजर रोड, कोतवाली, पटना।	वार्ड 01 खीट 02/03 सर्किल 03	ला०प्र 157 158 159 160 161 162 60(P)	7.52 एकड़ या 752 डि०		25.01.10 कर्म० सह अं० नि०

11/1/10
लिखा

तुलना किया

10



23276

P 20162

बिहार सरकार

जिला निबंधन कार्यालय, पटना

दिनांक 10/12/2008 को श्री/श्रीमती Asit Ghosh (Agent) निवासी ... उपस्थापित किया गया। इसके रु० 20106500/- मूल्यांक, शुल्क एवं रु० 5029204 निबंधन शुल्क वसूल भुगतान किया गया। मूल दस्तावेज ग्राह्य पाया गया तथा जिसमें लेखपालियों ने निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर अंकित है। इसे दस्तावेज सं० 20162 के रूप में पुस्तक सं० 1 की जिल्द सं० 3824 के पृष्ठ 501 से 532 तक CD 52 में आज दिनांक एवं समय 32 पृष्ठों में संधारित किया।

(Bidya Nand Pasvan)
निबंधन पदाधिकारी

Date: 13/12/2008

POWER OF ATTORNEY
BAPTIST MISSIONARY SOCIETY
41 A.J.C. BOSE ROAD
KOLKATA-700 017

For UTKARSH SFATIK LTD.

Authorised Signatory

SCANNED

DEED OF ABSOLUTE SALE

1. Date: 8TH DECEMBER, 2008.
2. Nature of Document: Deed of Sale
3. Parties: Collectively the following:

3.1 BAPTIST MISSIONARY SOCIETY CORPORATION, an Association formed and incorporated under the Companies Acts, 1862 to 1886 and duly registered pursuant to the License of the Board of Trade dated 22-11-1888 with Limited liability having its original registered office at 19, Furnival Street in the city of London, Great Britain, at present registered office is situate at Baptist House, 129, Broadway, Didcot in the County of Oxfordshire, OX1178A, England, represented through it's Power of Attorney (dated 7th November, 2008 before the Notary Mr. Nigel P.S. Shaw, Oxfordshire, England OX14 5AN) Holder, Mr. Asit Ghosh, son of Mr. A. K. Ghosh, residing at 98, Dr. Sundari Mohan Avenue, Kolkata and working as Manager of BMS, Kolkata having Office at 44, A.J.C. Bose Road, Kolkata – 700 017, hereinafter referred to as "Party of the First Part". PAN - AGHPG7994E

3.2 UTKARSH SFATIK LIMITED, a Company incorporated in India under the Companies Act, 1956, having its registered office at "Shreedham", G-1, R-20, Yudhistir Marg, C-Scheme, Jaipur – 302005, at present Frazer Road, P.S.-Kotwali, Town and District-Patna, in the state of Bihar, represented through it's Managing Director, Shri Saday Krishna Kanoria, Son of Shri Vinod Krishna Kanoria, Resident of Frazer Road, P.S.-Kotwali, Town and District-Patna, in the state of Bihar, hereinafter referred to as the "Party of the Second Part".
PAN - AAACU8562J.

3.3 BAPTIST MISSIONARY SOCIETY, a Company formed and incorporated in the year 1792 under the English Society Act having its registered office at Baptist House, 129, Broadway, Didcot, in the country of Oxfordshire, previously at 93, 95 and 97 Gloucester Place, London WIH 4AA represented through it's Power of Attorney (dated 10th November, 2008) before the Notary Mr. Nigel

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION

for UTKARSH SFATIK LTD.
Managing Director

P.S. Shaw, Oxfordshire, England OX14 5AN)) Holder Mr. Asit Ghosh, son of Mr. A. K. Ghosh, residing at 98, Dr. Sundari Mohan Avenue, Kolkata and working as Manager of BMS, Kolkata having Office at 44, A.J.C. Bose Road, Kolkata – 700 017 as Party of the Third Part.

3.4 The terms "Party of the First Part", "Party of the Second Part" and "Party of the Third Part" shall include their respective successors-in-interest.

4. Background:

4.1 The Party of the First Part has represented to the Party of the Second Part as follows:-

(i) A Missionary Organization known as the Baptist Missionary Society ("BMS"), the Party of the Third Part herein, was registered under the English Society Act and was formed in the year 1792 in Great Britain for the purpose and objective of spreading the knowledge of the Gospel of Christ throughout the whole world and with the purpose aforesaid.

(ii) BMS also started working in India where it acquired lands by way of purchase, lease, gifts, and donations and on those lands schools, Churches, hospitals, orphanages, hostels etc. were established in different parts of India.

(iii) To aid BMS, i.e. the Party of the Third Part, herein, the Party of the First Part was formed and incorporated under the Companies Acts, 1862 to 1886.

(iv) By a Sale Deed dated 19th January, 1915 registered with the Registrar of Assurances,

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44 A.J.C. BOSE ROAD
KOLKATA-700017
08/12/08

For UTKARSH SFATIK LTD.
Managing Director

Kolkata in Book No. I, Volume No. 21, Pages 30 to 46, being Deed No. 172, for the year 1915 the Party of the First Part purchased from Charles John Graham (the Administrator to the Estate of Zoe Emma Algeo under Will), Emma Adelaide Algeo and William Bonsley Algeo (the Beneficiaries under the Will of Zoe Emma Algeo), all that piece or parcel of land described hereinbelow:-

(a) Firstly, all that piece or parcel of land together with houses or bungalows or outhouses or premises erected thereon, situate in the Registration District and Sub-District of Patna, Thannah and Mouza (Town) Bankipur Chutter in Paragana Habah Azimabad, Patna, and butted and bounded On the North: Partly by village of Lodipur and partly by land belonging to the estate of Baboo Rituarain Mahto (deceased) and the Meera Nullah. On the South: Land and premises secondly hereinafter described. On the East: Public road leading to the level crossing over the East Indian Railway Main Line to Allahabad. On the West: Land forming parts of village Doojra Pargana Phalwodez upto the edge of the said Meera Nullah.

(b) Secondly, all that piece or parcel of land together with house, or bungalow or outhouses or premises erected thereon situate in the Registration District and Sub District of Patna, Thannah and Mouza (town) Bankipur Chutter in Pargana Habah

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44 A.J.C. BOSE ROAD
KOLKATA

For UTKARSH SFATIK LTD.
Managing Director

Azimabad Patna and butted and bounded On the North: Land and premises of lastly described. On the South: Land and premises of Mohunt Imrit Dass. On the East: Public road leading to the level crossing over the East Indian Railway Main Line to Allahabad. On the West: Land forming part of village Doojra, (hereinafter collectively referred to as the "Premises").

(v) The Premises, which was later on found to be measuring 10.412 Acres, more or less, is comprised in Municipal Survey Plot Nos. 157, 158, 159, 160, 161, 162, 58,59, 60, 61 and 126, New Holding Nos. 223, 224, 225 (formerly Holding Nos. 118A, 118; 118, 119, 119, 119) within Ward No.1, Sheets Nos. 2 and 3, Circle No. 3, Revenue Thana No. 20, Mouza Adra, Principal Road-Lodipur (formerly Patna Gaya Road), Mohalla- Lodipur, P.S. Budha Colony in the Town and District of Patna, Bihar within the limits of the Patna Municipal Corporation.

(vi) In the year 1960 the Party of the First Part executed several Deeds of Lease in perpetuity in favour of some Protestant Christians in respect of a portion of the Premises ("Leased Properties") to meet their acute housing problems. The Leased Properties have been mutated in the names of the respective lessees and they are enjoying vacant, peaceful and uninterrupted physical possession of the Leased Properties.

(vii) Certain educational institutions by the name of Angus Girls School and Women's Training College were established over a portion of the Premises in

ASIT CHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY
14A, J.C. BOSE ROAD
KOLKATA-700017

08/12/08

For UTKARSH SEATIK LTD.
08/12/2008
Managing Director

(49)

order to impart education. These institutions have been closed due to financial and other problems and there is no chance of revival of these institutions.

(viii) The Premises (excluding the Leased Properties) has been found to be admeasuring an area of 8.10 Acres (hereafter referred to as the "Said Premises") and has been since mutated in the name of the Party of the First Part and the Party of the First Part has paid Malguzari rent, municipal rent and taxes of the Said Premises to the concerned authorities up to the date of this sale deed.

(ix) Under clause -3(F) of the Memorandum of Association of the Party of the First Part, the Party of the First Part is empowered to transfer the right, title and interest in the Said Premises or portions thereof by way of sale or otherwise in favour of prospective Buyers in order to achieve its object on such terms as the Party of the First Part may think fit.

(x) A church is situated on a portion of the Said Premises. The Party of the First Part has earmarked an area measuring 0.58 Acres consisting of the church and the adjoining land, (more fully described in the Second Schedule hereto and hereafter referred to as the "Church") which the Party of the First Part has decided to retain to achieve its objects.

(xi) The remaining area of the Said Premises (excluding the Church) measuring 7.52 Acres (more fully described in the First Schedule hereto

ASIT GHOSE
POWER OF ATTORNEY HOLDER
[illegible] MISSIONARY SOCIETY CORPORATION
[illegible] J.C. BOSE ROAD
[illegible] KOLKATA-700017
08/12/08

For UTKARSH SFATIK LTD.
02/12/2008
Managing Director

and hereafter referred to as the "Property") is likely to be encroached from all sides as anti-social elements are getting free access to move within the Property. A major portion of the buildings on the Property is likely to fall anytime due to its dilapidated condition. The Party of the First Part is facing great difficulties in occupying and managing the Property due to financial hardship and other reasons.

(xii) The Party of the First Part, in order to save the Property from encroachers and antisocial elements has decided to sell the Property to prospective buyers and for the purpose the Party of the First Part has passed a resolution in its meeting held on 19th October, 2004 to sell the Property.

(xiii) By its Letter dated 2nd June, 2008, the Reserve Bank of India has permitted the Party of the First Part to sell the Property i.e. Land measuring 7.52 acres out of the Said Premises to a resident Indian subject to the terms and conditions contained in the Letter. A copy of the Letter is annexed hereto and marked as Annexure- "A". Further the Reserve Bank of India has granted authorization for the entire land holding i.e. the Said Premises, of the Party of the First Part vide its letter dated 1st September, 2008 appended with the Compounding Order dated 1st September, 2008. A copy of the letter is annexed hereto and marked as Annexure- "B".

(xiv) On 5th November, 2008, the Party of the First Part passed a Resolution, (a copy of which is annexed hereto and marked as Annexure- "C") and on 7th November, 2008, executed a Power of Attorney

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY (CORPORATION)
44A, J.C. BOSE ROAD
KOLKATA-700 020

For UTKARSH SFATIK LTD.
Managing Director

(51)

(the "Power") appointing Mr. Asit Ghosh, son of Mr. A. K. Ghosh, residing at 98, Dr. Sundari Mohan Avenue, Kolkata and working as Manager of BMS, Kolkata having Office at 44, A.J.C. Bose Road, Kolkata – 700 017 to be the Attorney of the Company (the "Attorney") to do and execute various acts, deeds and things, as mentioned in the Power including the following:-

(a) Clause 5.1.1 of the Power, interalia, empowers the Attorney to sell or otherwise dispose of the Property of the Party of the First Part to the Party of the Second Part.

(b) Clause 5.1.2 of the Power empowers the Attorney to execute and sign Conveyances, Assignments, Transfer Deeds and other documents as may be deemed proper for or relation to all or any of the purposes or matters mentioned in the Power.

(c) Clause 5.1.3 of the Power empowers the Attorney to attend before any Registrar of Assurances and to present for and to complete registration of any deed or document executed by the Attorney under the powers and authorities contained in the Power.

(xv) By a letter dated 10th November, 2008 the Reserve Bank of India has permitted the Party of the First Part to remit /repatriate and/or transfer the entirety of the consideration payable by the Party of the Second Part to the Party of the First Part for sale of the Property directly to the Account No. 40132322 of the Party of the Third Part with Barclays Bank, London, United Kingdom. A copy

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44 A.J.C. BOSE ROAD
KOLKATA-700017
08/12/08

For UTKARSH SEATIK LTD.
Managing Director

of the said letter is annexed hereto and marked as Annexure- "D".

(xvi) The Party of the First Part has not entered into any agreement whatsoever with any other persons in respect to the Property.

4.2 The Party of the First Part has now agreed to sell and the Party of the Second Part has agreed to buy the Property, being a portion of the Said Premises, comprising land measuring 7.52 Acres together with all structures thereon, more fully described in the First Schedule hereto, for the consideration and on the terms and conditions mentioned hereinafter, and the Party of the Third Part hereto has agreed to such sale as mentioned hereinbelow.

4.3 By a Power of Attorney dated 10th November, 2008, the Party of the Third Part has appointed the abovementioned Mr. Asit Ghosh as its Attorney to execute this Sale Deed from the Party of the First Part to the Party of the Second Part for and on behalf of the Party of the Third Part, and also to get the said Sale Deed registered in the office of appropriate Registrar of Assurances in accordance with Indian law.

5. Now this deed witnesses:-

5.1 Sale: At and for the consideration mentioned in Clause 5.2, the Party of the First Part hereby sells and conveys to the Party of the Second Part the Property, absolutely and free from all encumbrances, which the Party of the Second Part shall have and hold forever hereafter subject however to the Party of the Second Part providing a 20 (twenty) feet wide passage for ingress and egress to the Church from the Principal Road-Lodipur (old Patna Gaya Road), in perpetuity, (while always remaining the absolute owner of the said passage for ingress and egress to the Church) to enable the Party of the First Part

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44 A J.C. BOSE ROAD
KOLKATA-700 017

For UTKARSH SFATIK LTD.
Director

or the visitors or the public at large to go in and come out of the Church provided however that the Party of the Second Part shall, at all times, be entitled to shift and/or relocate the said passage for ingress and egress to the Church to any other location within the Property from its present proposed location (as shown in "GREEN" border on the plan annexed hereto), without any approval whatsoever from the authorities of the Church but in consultation with the Party of the First Part BUT the Party of the Second Part shall always ensure that the said passage at any new location shall always be 20 (twenty) feet wide or thereabout from the Principal Road-Lodipur (Old Patna Gaya Road). The sale by the Party of the First Part to the Party of the Second Part under these presents is a sale within the meaning of Section 54 of the Transfer of Property Act, 1882.

5.2 **Consideration:** By its letter dated 20th November, 2008 (the original of which is annexed hereto and marked as Annexure- "E") the Party of the First Part has instructed the Party of the Second Part to pay the total sale consideration in respect of the Property amounting to Rs.5,00,00,000/- (Rupees Five Crores only) directly to the Party of the Third Part's Account No.40132322 with Barclays Bank, London, United Kingdom and simultaneously with the execution of these presents, the Party of the Second Part, under the instructions of the Party of the First Part, has paid the total sale consideration of Rs. 5,00,00,000/- (Rupees Five Crores only) to the Party of the First Part by way of transferring/remitting and/or repatriating directly to the Party of the Third Part's Account No.40132322 with Barclays Bank, London, United Kingdom, the receipt whereof the Party of the Third Part and the Party of the First Part hereby admit and acknowledge and release

POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44A, LOWER CIRCULAR ROAD
KOLKATA-700017

For UTKARSH SFATIK LTD.
Managing Director

and discharge the Party of the Second Part and the Property from the same. The Party of the First Part expressly agrees with the Party of the Second Part that the payment/ remittance/ repatriation of the total sale consideration of Rs.5,00,00,000/- (Rupees Five Crores only) directly to the Party of the Third Part's Account No. 40132322 with Barclays Bank, London, United Kingdom shall constitute full discharge of the obligations of the Party of the Second Part to pay the sale consideration in respect of the Property to the Party of the First Part.

5.3 Possession: The vacant and peaceful possession of the Property has been handed over by the Party of the First Part to the Party of the Second Part at or before the execution hereof, which the Party of the Second Part does hereby admit and acknowledge.

5.4 Covenant of the Party of the First Part: The Party of the First Part in future shall, at the request and cost of the Party of the Second Part, execute such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Party of the Second Part to the Property or more effectually transferring the Property to the Party of the Second Part.

5.5 Indemnity: The Party of the First Part hereby indemnifies and agrees to keep the Party of the Second Part saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or expenses that the Party of the Second Part may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Property or any part thereof, statutory or contractual, and the Party of the First Part hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Party of the Second Part

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44 A.J.C. BOSE ROAD
KOLKATA-700017
08/12/08

For UTKARSH SFATIK LTD.
Managing Director

FIRST SCHEDULE

(THE "PROPERTY")

ALL THAT piece and parcel of the land measuring about 7.52 acres equivalent to approx 752 Decimals together with the house or Bungalow or Out House and other buildings constructed there on, in old and dilapidated conditions, some part covered with R.B.C. and most part roofed with corrugated asbestos sheet, measuring a super built up area of 6000 sq.ft., approximately and including vacant land of Municipal Survey Plot Nos. 157,158 159(part), 160, 161, 162 and 60(part), Holding Nos. 223, 224, 225 (formerly Holding Nos. 118A, 118, 118, 119, 119 and 119) within Ward No. 1, Sheet Nos. 2 and 3, Circle No. 3, Revenue Thana No. 20, Jamabandi no.160, Mouza Adra, Principal Road-Lodipur (formerly Patna Gaya Road), Mohalla- Lodipur, P.S. Budha Colony in the Town and District of Patna, Bihar within the limits of the Patna Municipal Corporation and Patna Regional Development Authority (PRDA), shown in 'RED' border on the Plan annexed hereto with the proposed right of way and/or passage for ingress and egress to the Church (the present proposed location of which passage is shown in 'GREEN' border on the Plan annexed hereto) AND with the absolute right of the Party of the Second Part to shift and/or relocate the said proposed passage to any other location within the Property from the Principal Road-Lodipur BUT excluding the Church (i.e. the Baptist Church, Lodipur and its appertaining land measuring 180'×140', i.e. from East to west 180 feet and From North to South – 140 feet including the Church buildings) and as shown in 'YELLOW' border on the Plan annexed hereto) and butted and bounded as follows:-

On the East	:	By Principal Road-Lodipur (formerly Patna Gaya Road).
On the West	:	By Pucca boundary wall and thereafter Christian Colony.
On the North	:	By Survey plot nos.179, 178, 156, 177, 176, 175, 170, 166, 167, 163, 77, 76, 75 and pucca boundary wall and thereafter part of Christian colony.
On the South	:	Pucca boundary wall and thereafter [illegible]

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY [illegible]

For UTKARSH SEATIK LTD.
Managing Director

SECOND SCHEDULE

(The "CHURCH")

ALL THAT the piece and parcel of land measuring 0.58 Acres, more or less (180' x 140' i.e. from East to West 180 feet and from North to South 140 feet) (including the Church building and as shown in "YELLOW" border on the Plan annexed hereto), being a portion of the Said Premises comprised in Municipal Survey Plot Nos. 60(part) and 61, within Ward No. 1, Sheet Nos. 2 and 3, Circle No. 3, Revenue Thana No. 20, Jamabandi no.160, Mouza Adra, Principal Road-Lodipur (formerly Patna Gaya Road), Mohalla- Lodipur, P.S. Budha Colony in the town and District of Patna, Bihar within the limits of the Patna Municipal Corporation and Patna Regional Development Authority (PRDA) with a 20 (twenty) feet wide right of way and/or passage, in perpetuity, from the Principal Road-Lodipur (old Patna Gaya Road) to be provided by the Party of the Second Part (as proposed in "GREEN" border on the plan annexed hereto) or such other right of way and/or passage at any other location from the Principal Road-Lodipur (Old Patna Gaya Road) from within the Property as may be so decided and so provided in future by the Party of the Second Part at its sole discretion without any approval from the authorities of the Church but in consultation with the Party of the First Part and butted and bounded as follows :

On the East	:	*Plot nos. 175, 76, 77, 163 and proposed Private Passage.*
On the West	:	*Part of Plot no. 60 being conveyed to the Party of the Second Part by this Sale Deed.*
On the North	:	*Pucca boundary wall and thereafter Christian Colony*
On the South	:	*Plot nos.160 & 162 being conveyed to the Party of the Second Part by this Sale Deed.*

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY CORPORATION
44A, J.C. BOSE ROAD
KOLKATA-700017

For UTKARSH SPATIK LTD.
08/12/2008
Managing Director

Whereas, the aforementioned land measuring an area of 0.58 Acres upon which constructed thereon, a Church building more fully described in Second Schedule , is not a part of the property more fully described in First Schedule of this deed.

Whereas, as per the provision of deduction, only 50% of depreciation is to be deducted in the value of the old and dilapidated building constructed over the Land, more fully described in Schedule-I which was constructed a long time ago(approximately 175 years old), and the Holding Tax Receipt is being issued in the name of the Party of the First Party, from the year 1953-1954, Receipt No.138487, which is available with the said Vendor.

ASIT GHOSE
POWER OF ATTORNEY HOLDER
BAPTIST MISSIONARY SOCIETY C[illegible]
A.J.C. BOSE R[illegible]
KOLKATA-20
08/12/08

FOR UTKARSH SFATIK LTD.
08/12/2008
Managing Directors

GOVERNMENT VALUATION OF THE PROPERTY

1. Land-7.52 Acres or 752 Decimals @ Rs.3,30,625/-per Decimal i.e	*Rs.24,86,30,000/-*
2.Constructed area approx 6000 sq.ft.@ Rs.900/-per sq.ft. i.e Rs. 54,00,000/- and after deduction of Deprecation @ 50% i.e. Rs.27,00,000/-	*Rs. 27,00,000/-*
TOTAL	*Rs. 25,13,30,000/-*

Rupees Twenty Five Crores Thirteen Lacs Thirty Thousand only.

6. *Execution and Delivery: In witness whereof the parties hereto have executed these presents at Kolkata on the day, month and year mentioned above.*

ASIT CHOSE
POWER OF ATTORNEY HOLDER
RAPTIST MISSIONARY SOCIETY CORPORATION
44 A.J.C. BOSE ROAD
KOLKATA-700017
05/12/08

Executed and Delivered by Mr. Asit Ghosh for and on behalf of the Party of the First Part, as its Constituted Attorney, in the presence of:

1.

2.

For UTKARSH SFATIK LTD.

05/12/2008

Managing Director

Executed and Delivered by Mr. Saday Kanoria for and on behalf of the Party of the Second Part, being the Director of the Party of the Second Part in the presence of:

1.

2.

ASIT GHOSE
MANAGER, KOLKATA
BAPTIST MISSIONARY SOCIETY
24, A.J.C. BOSE ROAD
KOLKATA-700017

16

Executed and Delivered by Mr. Asit Ghosh for and on behalf of the Party of the Third Part, as its Constituted Attorney in the presence of:

1. PRAMOD KANJAN DWIVEDI
S/O SRI BAL MUKUND DWIVEDI
VIL-01-0109 IJJANALA
KOLKATA - 700128

2. [TARUN GUPTA]
S/o D. P. Gupta
Gola Road, Danapur Cantt
PATNA - 801503.

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Dated this 8th day of Dec. 2008
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BETWEEN

Baptist Missionary Society Corporation (Party of the First Part)

AND

Utkarsh Sfatik Limited (Party of the Second Part)

AND

Baptist Missionary Society (Party of the Third Part)

For UTKARSH SFATIK LTD.
Managing Director

Drafted by:-
8/12/08
Rajeev Kumar Yadav
Advocate.
S. Jalan & Company
6/7A, A.J.C. Bose Road
Kolkata - 700017.

(60)

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 23. Also admissible under section 26(a) of the B. T. Act.

The Document is kept pending for Commission

Stamp duty paid under Indian Stamp Act Rs. 15079900
Addl. Stamp duty paid under RDA/Municipal Act Rs. 5026600
(Paid Rs. 0/- by N.J. Stamp Paper and Rs. 2513570/- through Bank Challan.)

FEE PAID												
	A1	5026600	C	0	H1b	0	Ka1	0	Lii	0	LLR	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	50
	A9	0	DD	0	I	0	K1c	0	Mb	0		
	A10	0	E	250	J1	750	K2	0	Na	54		
	B	0	H1a	0	J2	0	Li	0	Scan	1000		

Total Fee 5029204

Registering Officer
Patna

Date : 10/12/2008

Endorsement under section 52

Presented for registration at 06:52 AM on Wednesday, 10th December 2008 at the District Registry Office, Patna by Asit Ghosh (Agent)-
(Executant) S/O Mr. A. K. Ghosh
by profession Business.

Registering Officer
Patna

Signature of Presentant Date : 10/12/2008

Endorsement under section 58

A commission is hereby issued under section 38(2) of the Registration Act, 1908 to ..... for the purpose of inquiring whether this document has been executed by..... son/daughter/wife of.....of.....by whom it purports to ... been executed.

Registering Officer
Patna

Date : 10/12/2008

Registering Officer

Date :

Token No. 23420 Year - 2008 Sl.No. 23276 SCORE Ver. 2.0 Deed No

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Patna having 32 pages, in the volume CD-52 and document no. of which is printed on the First Page of the document.

Registering Officer

Patna

Date : 13/12/2008

Token No. 23420 Year : 2008 Sl.No. 23276 SCORE Ver. 2.0 Deed No. 20162 NIC-Bihar