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L. 2777/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 664261

S. 6070/2013

Case No: - 00354/13
25.11.13



Certified that the document is admitted to registration. The signature sheet and endorsement sheets attached to this document are the part of this document

[Signature]

Addl. Dist. Sub-Registrar, Budge Budge
Budge Budge, South 24 Pgs.

26 NOV 2013

DEED OF SALE

THIS DEED OF SALE is made on this the 13th day of November, Two Thousand Thirteen (2013) Between SRI BALRAM GUPTA, son of Sri Jagannath Gupta, by faith Hindu, by occupation business, by nationality Indian, residing at 502 M. G. Road, P. S. Budge Budge, Dist : South 24 Parganas, hereinafter

[Handwritten mark]

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 11.11.2013
 Bofan Vyapaar Private Limited
 237, Julemukherjee Road, Budge Budge
 Kolkata - 700033

Jaganmohanty Gupta
 as Constituted Attorney
 of Balram Gupta



- V.C.T. NO - 1165



Jaganmohanty Gupta
 when the document is submitted for registration. The signature sheet and endorsement sheet attached to the document are the part of this document.



- V.C.T. NO - 1166
 Addl. Dist. Sub-Registrar, Budge Budge, South 24 Parganas, West Bengal.

Bofan Vyapaar Pvt. Ltd.
Satyendra Kumar
 Director

[Signature]
 ADDL. DIST. SUB-REGISTRAR,
 Budge Budge, 24 Parganas (S)

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Masitbar Rahaman Mondal
 S/O. late Subid Rahaman Mondal
 Abhirampur, Budge Budge
 Kolkata - 700137.


called and referred to as the **OWNER/VENDOR** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective legal heirs, successor executors, legal representatives, administrators and assigns) represented by his constituted **Attorney** namely **Sri Jagannath Gupta**, son of Late Shyamlal Gupta by faith Hind, by occupation Business, residing at 502 M.G. road, P.O. and P.S. Budge Budge, Kolkata – 700137, by virtue of the registered Power of Attorney dated 27/08/2013 being no. 00093 for the year 2013 registered on 29/08/2013 in the office of the ADSR Budge Budge, South 24 Parganas of the **FIRST PART**, PAN No. AEAPG8780K.

AND

BOFAN VYAPAAR PVT. LTD registered Company under Company Act 1956 having its registered office at 237 Dharmatala Road, P.O. and P.S. Budge Budge, Kolkata – 700137, Dist : South 24 Parganas, represented by its director **SRI SATYENDRA GUPTA**, son of Sri Harish Chandra Gupta, by faith Hindu, by nationality Indian, by occupation business, residing at 237 Dharmatala Road, P.O. and P.S. Budge Budge, Kolkata – 700137, Dist : South 24 Parganas, hereinafter called and referred to as the **PURCHASER** (which expression shall unless be excluded by or repugnant to the context be deemed to mean and include their legal heirs successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**, PAN No. AACCB0821B.

WHEREAS the vendor became the absolute owner of all that piece and parcel of 26.5 decimals of Shali land in R.S. dag no. 840, L.R. dag no. 938 under



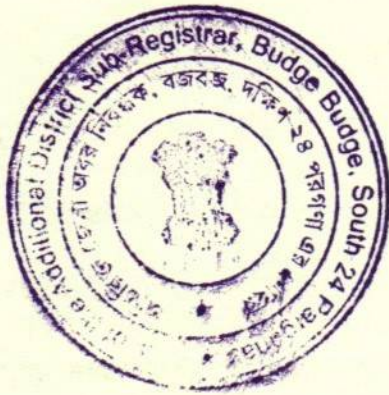

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R.S. Khatian no, 338, L.R. Khatian no.1927, in Mouza – Kalinagar bade, within the area of 14 under Budge Budge Municipality. J.L. No. 7, Touzi. no.353, Pargana Balia, Police Station Budge Budge and Additional District Sub-Registrar- Budge Budge, Dist : South 24 Parganas, by way of register deed of Bengali Kobala dated 04/08/1999 registered in the office of the ADSR Budge Budge, Dist : South 24 Parganas and the said deed has been recorded in the said office in Book no. 1, Volume no. 25, Pages no. 361 to 372 being deed no. 1677 for the year 1999 and the vendor has been possessing the said land as sixteen annas owner by paying Govt. Tax and Municipal Tax regularly and he mutated his name in the office of the Block Land and Land Reform, and the name of the vendor has been correctly recorded in the L.R. record of rights and he has been possessing the said land by various acts of possession without any interruption and obstruction from any corner whatsoever.

AND WHEREAS the vendor has got full right, title, interest and possession over the said property and are well competent to transfer and sell the same in any manner to any person or persons.

AND WHEREAS the vendor has agreed to sell and transfer 26.5 decimals of Shali land in R.S. dag no.840, L.R. dag no. 938 under R.S. Khatian no, 338, L.R. Khatian no.1927, in Mouza – Kalinagar bade, within the area of ward no. 14 under Budge Budge Municipality. J.L. No. 7, Touzi. no.353, Pargana Balia, Police Station Budge Budge and Additional District Sub-Registrar- Budge Budge, Dist : South 24 Parganas be the same a little more or less morefully described in the schedule below to the purchaser and the purchaser has also agreed to purchase the




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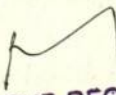
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schedule property at a total consideration of Rs. 47,00,000/- (forty seven lakh) only paid by the purchaser to the vendor simultaneously with the execution of this present the receipt whereof the vendor hereby admit and acknowledge and of and from the same release and discharge the purchaser the schedule property and the said vendor as beneficial owners do hereby grant, convey, sell, transfer, assign and assure unto and to the use of the purchaser free from all encumbrances, charges, liens, mortgages, lispencense and attachment whatsoever to the said properties.

AND WHEREAS all the estate, right, title, interest, claim and demand whatsoever of the vendor into or upon the same and every part thereof in law and equity **TO ENTER UPON AND TO HAVE HOLD OWN** and possess the same unto and to the use of the purchaser, his legal heirs, executors, administrators, assigns, absolutely and forever **AND THE VENDOR** do hereby covenant with the purchaser, his heirs, executors, administrators, representatives and assigns, that notwithstanding any acts, deed or things heretofore done executed or knowingly suffered to the contrary the vendor is now lawfully seized and possessed of the said property by way of inheritance free from any encumbrances, attachments or defect in title whatsoever and that the vendor have fully power and absolute authority to sell the said property in manner aforesaid and the purchaser shall hereafter peaceably and quietly hold express and enjoy the said property in khas without any claim or demand whatsoever from the vendor or any person claiming through or under them.

AND further that the vendor its executors, administrators and assigns to save harmless indemnity and keep indemnified the purchaser his heirs administrators or




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assign from and against all encumbrances, charges and equities whatsoever, the vendor his heirs, administrators or assigns do or execute or cause to be done or executed all such lawful acts deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-


That in the premises aforesaid and in consideration of the said amount of Rs. 47,00,000/- (forty seven lakh) only paid by the purchaser to the vendor herein on or before the execution of these presents the receipt whereof the vendor do and each of them doth hereby admit and acknowledge and also admit by a memo of consideration written herein below and forever acquit release and discharge the purchaser and their legal heirs, successors, administrators and assigns and every one of them as also the said property and every part thereof unto the purchaser, the vendor do and each of them doth hereby grant, convey, transfer, assign and assure unto the purchaser and their legal heirs, successors administrator and assigns ALL THAT piece and parcel of 26.5 decimals of Shali land in R.S. dag no. 840, L.R. dag no. 938 under R.S. Khatian no, 338, L.R. Khatian no.1927, in Mouza – Kalinagar bade, within the area of ward no. 14 under Budge Budge Municipality. J.L. No. 7, Touzi. no.353, Pargana Balia, Police Station Budge Budge and Additional District Sub-Registrar- Budge Budge, Dist : South 24 Parganas, hereinafter referred to as “the said property” more fully and particularly described in the Schedule hereunder written free from all encumbrances whatsoever having a good and marketable title in respect thereof **TOGETHER WITH** all rights, privileges, amenities, easement,



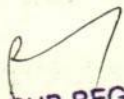

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quasi easements and appurtenance whatsoever to the said property and hereditaments belonging to the said property **AND TO HAVE AND TO HOLD** the said property and the inheritance thereof in fee simple into purchaser absolute the hereby granted or expressed so to be unto and to the use of the purchaser absolutely and forever free from all encumbrances whatsoever **AND** the vendor do and doth hereby covenant that notwithstanding any act and or thing by the vendor or any of its predecessors-in-title done executed knowingly suffered to the contrary, the vendor have full right, power and absolute authority to grant convey and transfer the said property **AND** the vendor is lawfully and absolutely entitled to the said property as an indefeasible estate without any manner of condition use, trust or thing whatsoever **AND THAT** notwithstanding the vendor have good right, full power, absolute authority to transfer, sell, convey, transfer, assign and assure unto the purchaser the said property hereby granted, sold, transferred, conveyed, expressed and intended to be unto the use of the purchaser and its successors-in-interest and assigns, in the manner aforesaid **AND** the vendor covenant and assure that the said property is free from all encumbrances, attachment and acquisitions and the vendor further assure the purchaser that the purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said property and raise further structure, mutate its name before the settlement office, take overhead/underground electric line, telephone line, water pipe line or utilize for any other purpose/purposes for the use of the purchaser **AND FURTHER** the purchaser shall be entitled to receive the rents, profits issues thereof without any claim or demand whatsoever from or by the vendor and any person / persons lawfully and / or equitably claiming from under or in trust from the vendor from or under any of its predecessor-in-title **AND** further the vendor shall and will at all







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times at the request of the purchaser if necessary do or execute or cause to be done such act, deed and thing whatsoever for further or more perfectly assuring the said property and every part as be reasonably required and the vendor doth hereby covenant with the purchaser, its successors-in-interest and assigns that the vendor and its successors-in-interest and assigns shall upon reasonable request and at the cost of the purchaser produce or cause to be produced to it or its agents at any trial hearing commission as occasion will arise as required for any deeds in writing for the purpose of showing their title to the said property **AND** that all outgoing on account of Panchayet and Government rates, taxes, revenues and outgoings payable up-to the date these presents shall be borne and paid by the vendor **AND** the vendor has this day simultaneously with the completion of this deed in the name of the Purchasers handed over the peaceful and khas possession of the property to the Purchasers **AND** this deed further claim by any person or persons authority in whatsoever manner he will refund the entire consideration money to the purchasers **AND** the vendor further covenant that the said land is not acquire by the government or Semi-Government, Local Municipality, District Board, Land Acquisition Department, PWD, Club or Public Authority or religious body, any company, Bank, Financial Institution, Railway, Port, any person or persons and the said land is not the vested property or in same is not the subject matter in any court of law and the said land is not Benami property or Debottar or Pirottar or Wakf property or mortgage or lease property. **AND** there is not share holder, co-sharer or claimant over the said property and also there is no Bhagchasi or Bargadar over the said property and the vendor have good and marketable title full right and absolute authority to sell the said property and the said property is free from all encumbrances and charges and the purchasers and their successors in office and




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assigns shall have every right to enjoy and possess the said property mentioned in the schedule below absolutely in whatsoever manner. **AND** the vendor further covenants that there are not false statements or false declarations mentioned in this Deed, if so the vendor will be responsible for the same.


BE IT STATED that the vendor shall support any application made by the purchasers for mutation of their names in the office of the B.L. and L.R.O. as well as other offices in respect of the said land hereby conveyed and will at the cost of the purchasers do ALL THAT he may be required to for that purpose. **THAT** if the further any error or omission is detected in these presents, the same will be rectified by the vendor by proper deed of Rectification and / or Declaration at the costs and expenses of the purchasers.

SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of 26.5 (twenty six point five) decimals of Shali land in R.S. dag no. 840; L.R. dag no. 938 under R.S. Khatian no, 338, L.R. Khatian no.1927, in Mouza – Kalinagar bade, Adhar Das Road, bye Lane within the area of ward no. 14 under Budge Budge Municipality. J.L. No. 7, Touzi. no.353, Pargana Balia, Police Station Budge Budge and Additional District Sub-Registrar- Budge Budge, Dist : South 24 Parganas. Rent is being payable to the Collector of South 24 Parganas. The land sold is butted and bounded by :-

- On the North** : Sali Land of R. S. dag no. 841 and 844.
- On the South** : Sali Land of R. S. dag no. 836, 837 and 839.
- On the East** : 6ft wide common passage.




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On the West : Part of Sali Land of R. S. dag no. 840.

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

SIGNED, SEALED AND DELIVERED

In presence of **WITNESSES** :

1. *Masituz Rahaman Mondal*
Abhisampur, B/Budge
Kolkata - 700137
2. *Anil Gupta*
1/1 Napit Para Road
Budge Budge 6 No Gali
KOL - 700137

Drafted by :

Ashok Kumar Datta

Advocate

Alipore Judges' Court,
Kolkata - 700 027.

Computer typed by :

Kausik Mondal

Jaganath Ghosh

Signature of the Vendor/Owner

Bofan Vyapaar Pvt. Ltd.

Satyendra Kumar

Director

Signature of the Purchaser



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MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchaser the within mentioned sum of Rs. 47, 00, 000/- (forty seven lakh) only being the full consideration money in the following manner:-

MEMO

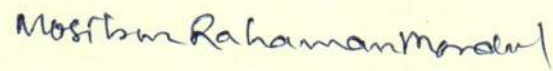
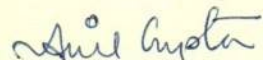
By cheque no. 373720 dated 11/11/2013

drawn on Allahabad Bank, Budge Budge Branch.....Rs. 47,00,000.00 P.



Signature of the Vendor/Owner

SIGNED, SEALED AND DELIVERED

In presence of WITNESSES :

1. 
2. 




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Government Of West Bengal
Office Of the A.D.S.R. BUDGE BUDGE
District:-South 24-Parganas

Endorsement For Deed Number : I - 02777 of 2013
(Serial No. 02562 of 2013 and Query No. 1610L000006070 of 2013)

On 25/11/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.20 hrs on :25/11/2013, at the Private residence by Sri Jagannath Gupta ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 25/11/2013 by

1. Sri Satyendra Gupta
Representative, Bofan Vyapaar Pvt. Led, Village:237 Dharmatala Road, Thana:-Budge Budge, P.O. :-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137.
, By Profession : Business
Identified By Mosibur Rahaman Mondal, son of Late Subid Rahaman Mondal, Village:Abhirampur, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste: Muslim, By Profession: Others.

Executed by Attorney

Execution by

1. Sri Jagannath Gupta, son of Late Shyamlal Gupta , Village:502, M. G. Road, Thana:-Budge Budge, P.O. :-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137 By Caste Hindu By Profession: Business,as the constituted attorney of Sri Balaram Gutpa is admitted by him.
Identified By Mosibur Rahaman Mondal, son of Late Subid Rahaman Mondal, Village:Abhirampur, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste: Muslim, By Profession: Others.

(Priya Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/11/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 52220/- is paid , by the draft number 723524, Draft Date 12/11/2013, Bank Name State Bank of India, Budge Budge, received on 26/11/2013

(Under Article : A(1) = 52206/- ,E = 14/- on 26/11/2013)

Certificate of Market Value(WB PUVI rules of 2001)


(Priya Mukherjee)

ADDITIONAL DISTRICT SUB-REGISTRAR

26/11/2013 12:38:00

EndorsementPage 1 of 2




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Government Of West Bengal
Office Of the A.D.S.R. BUDGE BUDGE
District:-South 24-Parganas

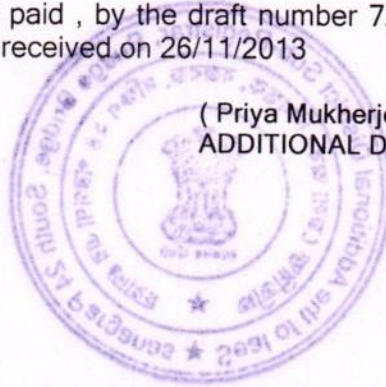
Endorsement For Deed Number : I - 02777 of 2013
(Serial No. 02562 of 2013 and Query No. 1610L000006070 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-47,46,801/-

Certified that the required stamp duty of this document is Rs.- 332296 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

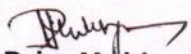
Deficit stamp duty Rs. 331310/- is paid , by the draft number 723523, Draft Date 12/11/2013, Bank : State Bank of India, Budge Budge, received on 26/11/2013




(Priya Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

ADDITIONAL DISTRICT SUB-REGISTRAR,
Budge Budge, 24 Parganas (S)

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(Priya Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR
Endorsement Page 2 of 2



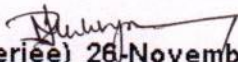

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD*Volume number 9
Page from 543 to 557
being No 02777 for the year 2013.















(Priya Mukherjee) 26-November-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BUDGE BUDGE
West Bengal

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name

Signature *Satyendra Choudhary*

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name


Signature *Satyendra Choudhary*

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature




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Budge Budge, 24 Parganas (S)

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