



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 263052

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Officer at P-34, India Exchange Place, Fourth Floor, Kolkata-700 001, represented by its Director **SRI MONOJ KUMAR AGARWAL**, hereinafter referred to as the "**VENDOR**" (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **ONE PART:**

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AND

M/S. SEABIRD COMPLEX PVT. LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, represented by its Director Smt. Asha Sarawgi, Wife of Sri Dilip Kumar Sarawgi, having its Office at EC-249, Salt Lake City, Sector-I, Kolkata-700 064 under Police Station Bidhannagar (North), hereinafter referred to as the "**PURCHASER**" (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their successors-in-interest, executors, administrators, representatives and assigns) of the **OTHER PART** :

WHEREAS :

One Sri Shambhu Naskar, Son of Late Panchanan Naskar of Kadampukur, P.S.-Rajarhat District North 24-Parganas was the exclusive Owner and possessor in respect of ALL THAT piece and parcel of land measuring 6 Cottahs 4 Chittacks be the same a little more or less lying and situate at Mouza-Kadampukur, J.L. No.-25, R.S. No.-83, R.S. Dag No.-1238 under L.R. Khatian No.-347 within Patharghata Gram Panchayet, P.S.- Rajarhat within the jurisdiction of Addl. District Sub-Registrar, Bidhannagar, Salt lake City, by virtue of inheritance from his father Panchanan Naskar, as well as by virtue of a registered Deed of Gift dated 25th day of May, 2006 registered at the Office of the District Registrar, Barasat recorded in Book No.-I, Being No.-9362 for the year 2006 from his sister Smt. Shyama Rani Mondal.

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AND WHEREAS :

While seized and possessed the said land by Sri Shambhu Naskar mutated his name in the records of the concerned authorities and paid the relevant taxes upto date and due to his personal lawful reasons sold, transferred, conveyed the same by virtue of a Deed of Conveyance dated 29th day of October, 2007 registered at the Office of the District Registrar, Barasat recorded in Book No.-I, Being No.-8077 for the year 2007 in favour of the Vendor herein M/s. Nikhar Dealers Pvt. Limited against consideration of **ALL THAT** piece and parcel of land measuring an area 6 Cottahs 4 Chittacks more or less comprised in R.S. Dag No.-1238 under L.R. Khatian No.-347 at Mouza-Kadampukur, J.L. No.-25, R.S. No.-83 within Patharghata Gram Panchayet, P.S.- Rajarhat in the District of North 24-Parganas, through his Constituted Attorney Sri Jayanta Mondal, Son of Dhananjay Mondal of Hatgacha by virtue of a registered General power of Attorney dated 01-10-2007 in the Office of the Sub-Registrar, Barasat and recorded in Book No.-IV, Being No.-919 for the year 2007.

AND WHEREAS :

While seized and possessed by the said Vendor M/s. Nikhar Dealers Pvt. Limited, by a Board Resolution the said M/s. Nikhar Dealers Pvt. Limited resolved unanimously to sell the said land and Sri Monoj Kumar Agarwal, M.D. of that Company duly appointed to execute the Deed of Sale and to do all necessary works for registration of the same.

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RECEIVED BY THE REGISTRAR



AND WHEREAS

The said Vendor herein M/s. Nikhar Dealers Pvt. Limited agreed to sell due to their personal grounds and other lawful reasons and the Purchaser herein M/s. Seabird Complex Pvt. Limited, agreed to purchase the said land measuring about 6 Cottahs 4 Chittacks more or less morefully and particularly described in the Schedule hereunder at or for a price of Rs. 19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand) only.

AND WHEREAS :

- 1) The Vendor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land around 6 Cottahs 4 Chittacks more or less lying and situated at Mouza- Kadampukur, J.L. No.- 25, R.S. Dag No.-1238, R.S. No.-83, L. R. Khatian No.- 347, P.S.- Rajarhat, District North 24 Parganas and more particularly described in the Schedule hereunder written.
- 2) The Vendor has agreed to sell the said property to the Purchaser at the price of Rs. 19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand) only.
- 3) The Purchaser requested the Vendor to execute these presents, which they have agreed to do.

NOW THIS DEED WITNESSETH : that pursuance of the full and final consideration of the sum of Rs. 19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand) only paid on or before the execution of these presents, by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits), the Vendor

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doth hereby convey and transfer by way of sale unto the purchaser all that piece and parcel of land around 6 Cottahs 4 Chittacks more or less situated at Mouza-Kadampukur, under R. S. Dag No.-1238 presently under Addl. District Sub-Registrar, Bidhanagar, Salt Lake, and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line **TOGETHER WITH ALL** the common passages, things attached thereto and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, rights, title, interest, use possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land here by conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and for ever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the other authority of Kolkata or any other public body or local authority in respect thereof.

AND the Vendor doth hereby covenant with the Purchaser that,

1. The Vendor now have in themselves good right, full power and absolute authority to convey and transfer by way of Sale the said piece and parcel of

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land hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and the Schedule property is free from all encumbrances, attachments, liens, mortgages, charges etc.

2. The Vendor declare that no notice being served and / or issued under the Public Demand Recovery Act, on the Vendor not any such notice has been published and the Vendor have not yet received any notice of requisite on and / or requisition of the property described in the Schedule hereinafter written.
3. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Vendor or their successors or any of them or by any person or persons claiming or to claim, from under or in trust for them or any of them ;
4. The Vendors deliver this day khas possession of the said land along with the relevant original documents of right, title and interest, possession unto the Purchaser and the Purchaser shall hold the said land free and clear and freely and clearly and absolutely acquitted, exonerated, and forever released and discharged or otherwise by the Vendor as well as sufficiently saved, defended, kept harmless and indemnified of , from and against all former and

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other estates, titles, charges and encumbrances whatsoever had, made executed occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by from, under or in trust for them;

5. The Vendor and all persons having or claiming any estate, right, title, or interest in said land, hereby conveyed or any part thereof by from, under or in trust for the Vendor or their successors, executors, administrators and assigns or any of them 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 execute all such further and other lawful acts, deeds, things conveyances and assurances in the law whatsoever for the better and more perfectly and absolutely granting the said land and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser their heirs, successors, executors, or administrators and assigns shall be reasonably required without any further monetary consideration.
6. The Purchaser after becoming the Owner of the land hereby sold, have right to transfer the same by way of sale, gift, mortgage, develop etc. shall get their name mutated in the B.L. & L.R.O. authority and Municipality and pay tax to the concerned authority in respect of their land, which will be assessed by the tax Authority time to time.

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SCHEDULE OF THE LAND ABOVE REFERRED TO

ALL THAT Piece and Parcel of Sali land measuring about 6 Cottahs 4Chittacks be the same little more or less lying situate at Mouza- Kadampukur, J. L. No.-25, R.S. Dag No.-1238, L. R. Khatian No.- 347, R. S. No.- 83, P. S. – Rajarhat, District North 24- Parganas, within Pathar Ghata Gram Panchayet, delineated clearly in the plan annexed and bordered 'Red', within the present jurisdiction of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, together with all common passages, easementary rights, with electricity, water, sewerage connection etc. The proportionate annual rent is payable to the Government of West Bengal represented by the Collectorate of North 24-Parganas, butted and bounded by:

ON THE NORTH : By District Board Road ;

ON THE SOUTH : By R.S. Dag No.-1236 & R.S. Dag No.-1237 ;

ON THE EAST : By R.S. Dag No.-1238 (P) ;

ON THE WEST : By R.S. Dag No.-1238 (P) ;

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

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SIGNED AND DELIVERED by the PARTIES

At KOLKATA in the presence of :

WITNESSES :

1. *Jyoti Kumar*
Jyoti Kumar for [unclear]
201-59

2. *Sunil Kumar Agarwal*
1, British Indian St.
Kolkata

For NIKHAR DEALERS PVT. LTD.

Mangaj Agarwal

DIRECTOR
SIGNATURE OF THE VENDOR

For SEABIRD COMPLEX PVT. LTD.

Asha Sarawari

DIRECTOR
SIGNATURE OF THE PURCHASER

Drafted by :

Joydeep Das

Advocate

High Court, Calcutta.

Typed by: *[Signature]*

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SPECIMEN FORM FOR TEN FINGERPRINTS



Asha Sarawagi

		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						



Manoj Agarwal

		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						



SITE PLAN OF R.S. DAG NO. 1238 R.S.
KHATIAN NO. L.R. KHATIAN NO.
AT MOUZA. KADAM PUKUR J.L. NO.
25 R.S. NO. 83 P.S. RAJAR HAT.
DIST. NORTH 24 PARGANAS.

FOR SPARK CHASER LTD.

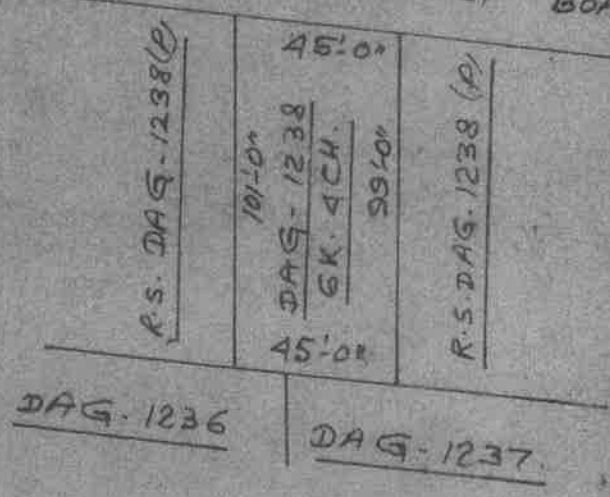
SCALE - 50' 0" = 1" INCH.

Asha Sengupta
DIRECTOR

SOLD BY.

FOR NIKHAR DEALERS PVT. LTD.
Manoj Agarwal
Director

RECORDED DISTRICT BOARD ROAD.



DRAWN BY.
Paskon.

RECEIPT

RECEIVED of and from within named Purchaser the within mentioned sum of Rs. 19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand) only being the full and final Consideration Money for the said vacant land.

MEMO OF CONSIDERATION

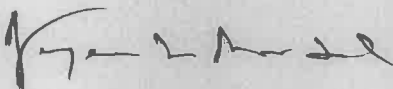
1) Paid by cheque No - 420204 dated - 13-03-08
Drawn on United Bank of India
Branch - C. R. Avenue, Kol - 12 Rs. 19,20,000.00

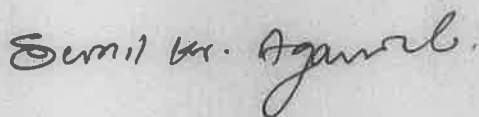
2) Paid by

(Rupees Nineteen Lakhs Twenty Thousand) only.

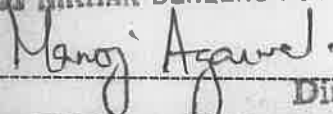
Rs. 19,20,000.00

WITNESSES :

1) 

2) 

FOR NIKHAR DEALERS PVT. LTD.



Director

SIGNATURE OF THE VENDOR

Scanned by 10.6.08



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