04705 (12) 05806 (126/1)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL 9000/- B 452298

Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

DEED OF SALE

THIS INDENTURE OF SALE made this...6th.... day of .....May..... ,Two Thousand Eight **BETWEEN** **M/S. INDUS INFRASTRUCTURE PVT. LIMITED**, a Private Limited Company incorporated under the Companies Act , 1956 ,

Contd.....P/2

13292

Central Complex
Pvt Ltd
B Ganguly St
12

NAME.....
ADD/ADV.....
RS.....
29 APR 2008
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road. Kol.-1

Asha Sarawgi

Asha Sarawgi

IDUS INFRASTRUCTURE PVT. LTD.
Director

Sunil K. Agarwal
SUNIL KUMAR AGARWALA
, SRI AMAR CHAND AGARWALA
British Indian St.
Kol 69
Calcutta - Business

Sub-Registrar
Bidhannagar (Salt Lake)

6 MAY 2008

represented by its Director **ISHTI AQUE AHMAD**, Son of Late Arshad Ali, having its Registered Office at 66, Shyed Amir Ali Avenue, Kolkata-700 019, 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, legal representative and assign) of the **ONE PART:**

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 242, B.B. Ganguly Street, Second Floor, Kolkata-700 012, 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 :

A. One Panchanan Naskar was well absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the property by virtue of inheritance and L.R. Settlement record of rights measuring an area of 31 Decimals comprised in R.S. Dag No.-1238, under L.R. Khatian No.-347, J. L. No.-25,

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Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

R.S. No.-83, Touzi No.-173 at present 10 of Mouza-Kadampukur, under Rajarhat Police Station in the District of North 24-Parganas fully described in the Schedule hereunder written.

B. The said Panchanan Naskar died intestate leaving behind him his surviving only son namely Sri Shambu Nath Naskar, and one daughter namely Smt. Shyama Rani Mondal, and widow Smt. Maharani Naskar, as his legal heirs and successors under Hindu Succession Act, 1956.

C. The said Smt. Maharani Naskar, by virtue of inheritance and absolute owner of the aforesaid property i.e., 1/3rd share in measuring an area of 10.33 Decimals out of 31 Decimals comprised in R.S. Dag No.-1238, under L.R. Khatian No.-347, J.L. No.-25, R. S. No.-83, Touzi No.-173 at present 10 of Mouza-Kadampukur, under Rajarhat Police Station in the District of North 24-Parganas, fully described in the schedule hereunder written.

D. The said Maharani Naskar died intestate leaving behind her surviving only son namely Sri Shambu Nath Naskar and one daughter namely Smt. Shyama Rani Mondal nee Naskar as her legal heirs and successors under Hindu Succession Act, 1956.

E. The said Shyama Rani Mondal nee Naskar by virtue of inheritance and absolute owner of the aforesaid property i.e., ½ share in measuring an area of 05.16 Decimals out of 10.33 Decimals comprised in R.S. Dag No.-1238, under L.R. Khatian No. - 347, J.L. No. - 25, R.S. No. - 83, Touzi No - 173 at

Contd.....P/4

Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

present 10 of Mouza-Kadampukur under Rajarhat Police Station in the District of North 24-Parganas, fully described in the schedule hereunder written.

AND WHEREAS :

While seized and possessed the said land by Smt. Shyama Rani Mondal nee Naskar, Wife of Late Amarandu Nath Mondal sold, transferred and conveyed the said land measuring about 05.16 Decimals more or less to the Vendor herein against certain amount of consideration money by virtue of a Deed of Sale dated 25th day of July, 2007 in the Office of the Registrar U/S 7(2) North 24-Parganas, D.S.R.-II, Barasat and recorded in Book No.-I, CD Volume No.-10, Pages from 957 to 973, Being No.-08055 for the year 2007 and became the absolute Owner thereof and paid the relevant taxes upto date

AND WHEREAS :

While seized and possessed by the said M/s. Indus Infrastructure Pvt. Limited the Vendor herein due their lawful reasons agrees to sell, transfer, convey the said Sali land measuring about 05.16 Decimals equivalent to 3 Cottahs 1 Chittack 42 Sq. Ft. be the same a little 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 and passed necessary Board Resolution.

AND WHEREAS

After knowing the same the Purchaser herein M/s. Seabird Complex Pvt. Limited,

Contd.....P/5

...ronal District ...
...ishnagar (Sait Lake ...

6 MAY 2008

represented by its Director approached the said Vendor herein M/s. Indus Infrastructure Pvt. Limited to sell, transfer, convey the said land measuring about 05.16 Decimals equivalent to 3 Cottahs 1 Chittack 42 Sq. Ft. more or less morefully and particularly described in the Schedule hereunder at or for a price of Rs. 9,00,000/- (Rupees Nine Lakhs) only.

AND WHEREAS :

1) The Vendor herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring about 05.16 Decimals equivalent to 3 Cottahs 1 Chittack 42 Sq. Ft. 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 agreed to sell the said property to the Purchaser at the full and final consideration of Rs. 9,00,000/- (Rupees Nine Lakhs) 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. 9,00,000/- (Rupees Nine Lakhs) only paid on or before the execution of these presents, by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits), the Vendor doth hereby convey and transfer by way of sale unto the purchaser all that piece and parcel of land measuring

Contd.....P/6

North 24 Parganas District [illegible]
Bidhannagar (Salt Lake [illegible]

6 MAY 2008

about 3 Cottahs 1 Chittack 42 Sq. Ft. more or less situated at Mouza-Kadampukur, under R. S. Dag No.-1238, L.R. Khatian No.-347 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 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

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District Sub-
Bidhannagar (Salt Lake
6 MAY 2008

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 have 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-in-office 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 Vendor 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 other estates, titles, charges and encumbrances whatsoever had, made executed occasioned and suffered by the Vendor or by any other person or

Contd.....P/8

North 24 Parganas District Bar Association
Bidhannagar (Salt Lake)

6 MAY 2008

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-in-office, 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 successors-in-office, 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.

Contd.....P/9

Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

SCHEDULE OF THE LAND ABOVE REFERRED TO

ALL THAT Piece and Parcel of Sali land measuring about 05.16 Decimals equivalent to 3 Cottahs 1 Chittack 42 Sq. Ft. be the same little more or less lying and 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 Panchayet Road ;
ON THE SOUTH	:	By R.S. Dag No.-1237 ;
ON THE EAST	:	By Part of R.S. Dag No.-1238 ;
ON THE WEST	:	By Part of R.S. Dag No.-1238 ;

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

Contd.....P/10

...dional District ...
Bidhannagar (Salt Lake ...

6 MAY 2008

SIGNED AND DELIVERED by the **PARTIES**

At KOLKATA in the presence of :

WITNESSES :

1.

INDUS INFRASTRUCTURE PVT. LTD.

Director

2. Jyoti Mondal of Jodhpur Park Cal 59

SIGNATURE OF THE VENDOR

Asha Saraogi

SIGNATURE OF THE PURCHASER

Drafted by :

Joydeep Das

Advocate

High Court, Calcutta.

Typed by:

Contd.....P/11

Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

RECEIPT

RECEIVED of and from within named Purchaser the within mentioned sum of Rs. 9,00,000/- (Rupees Nine Lakhs) only being the full and final Consideration Money for the said vacant land.

MEMO OF CONSIDERATION

Paid by cheque No.- 420223 dated 28-04-08 Rs. 9,00,000
Drawn on United Bank of India.
C. R. Avenue.

(Rupees Nine Lakhs) only. Rs. 9,00,000.00

WITNESSES :

1)

INDUS INFRASTRUCTURE PVT. LTD.
Director

2) Nagendra Mondal
of Jodhpur Col 59

SIGNATURE OF THE VENDOR

Additional District Sub-Registrar
Bidhannagar (Salt Lake City)

6 MAY 2008

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

Asha Sarawagi

LH.					
RH.					

ATTESTED :- Asha Sarawagi

Anjum Ahmad

LH.					
RH.					

ATTESTED :- Anjum Ahmad

PHOTO

LH.					
RH.					

ATTESTED :-

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. 88. P.S. RAJAR
HAT. DIST. NORTH 24 PARGANAS.
PURCHASER. SCALE- 20'-0" = 1" INCH.
SOLD BY,

N

S

RECORDED DISTRICT BOARD ROAD.

24'-6"

R.S. DAG NO- 1238 (P)

31'-0"

R.S. DAG NO- 1238

AREA- 3K. 1CH. 05FT.

R.S. DAG NO- 1238 (P)

24'-6"

DAG NO-1237 | R.S. DAG-1258

INDUS INFRASTRUCTURE PVT. LTD.
Director

Asha Sarodi

DRAWN BY

Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue

Office of the A. D. S. R. BIDHAN NAGAR, District- North 24-Parganas

Signature / LTI Sheet of Serial No 04705 / 2008 Document Number (I -05806,2008)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Asha Sarawgi	Asha Sarawgi

II . Signature of the person(s) admitting the Execution

Sl No	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Asha Sarawgi PS - . 242 B B Ganguly St	Self		 LTI	Asha Sarawgi
2.	Ishti Aque Ahmad PS - . 66 Shyed Amir Ali Avenue Kol-19	Self		 LTI	Ishti Ahmad

Name of Identifier of above Person(s)	Signature of Identifier with Date
S K Agarwal PS-.,1 British India St Kol-69	Sunil Kr. Agarwal

(Nurul Amin Khan)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR

Additional District [redacted]
Bidhannagar (Salt Lake [redacted]

6 MAY 2008

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-05806 of :2008
(Serial No. 04705, 2008)

On 06/05/2008

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/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 9889/- on:06/05/2008

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- 900000/-

Certified that the required stamp duty of this document is Rs 45000 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

Deficit stamp duty : Rs 44100/- is paid by the draft no. :551885, Draft date:06/05/2008, Bank name:STATE BANK OF INDIA, Shambazar, recieved on :06/05/2008.

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

Presented for registration at 14.13 on :06/05/2008,at the Office of the A. D. S. R. BIDHAN NAGAR by Asha Sarawgi,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on :06/05/2008 by
1. Ishti Aque Ahmad,Director,Indus Infrastructure P Ltd,66 Amir Ali Avenue, profession :Business
2. Asha Sarawgi,Director,Seabird Complex P Ltd,242 B B Ganguly St, profession :Business

Identified By S K Agarwal, son of S K Agarwal 1 British India St Kol-69 Thana: ., by caste Hindu,By Profession :----.

[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN NAGAR
Govt. of West Bengal

Additional District [redacted]
Bidhannagar (Salt Lake [redacted]

6 MAY 2008

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 1733 to 1749
being No 05806 for the year 2008.

(Nurul Amin Khan) 07-May-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal