

পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

N 912501

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registration the agreement sheet edorsement at mas attached



2 1 JUN 2013

THIS INDENTURE made this the ____ day of June, TWO THOUSAND THIRTEEN BETWEEN (1) AMIT KUMAR GANGULY, son of Jyotish Ganguly, deceased, (PAN NO. AEMPG4735Q), a Citizen of India and at present residing at No. 40, B. C. Roy Road, South Jagatdal, P. S. Sonarpur, District - South 24-Parganas, (2) SMT. NANDITA GANGULY alias MALA GANGULY, daughter of Jyotish Ganguly

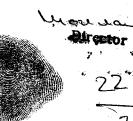


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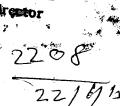
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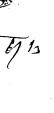


STARLITE INFRACON PVT. LTD.



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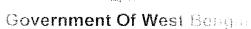


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Pince Of the D.S.R. - IV SOUTH 24 PARL ANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05261 of 2013

(Scriat No. 05438 of 2013 and Query No. 1604L000011643 of 2013)

On 21/06/2013

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

Hittseraes in registration at 18.00 hrs. on :21/06/2013, at the inside residence by Mudit Poddar Commun.

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

Execution is admitted on 21/06/2013 by

- 1 or M. Kenne, Ganguly, son of Lt. **Jyotish Ganguly , 40 B** C Roy Re South Jagatdal. **Fhana: Sonarpur,** Ofstrict Solet 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession —
- 2 Arbits Mitte, write of Bhaskar Mitra , 40 B C Roy Rd South Jagatdor, Thana Sonarpur, District:-South 24-Forgonar, WEST BENGAL, India, , By Caste Hindu, By Profession
- 3. Mudit Poddar
- Oirector Cum Principal Officer, Starlite Infracon Pvt Ltd, Ptot Eb 13, 1598 Rajdanga Main Rd, Thana:-Kaspa, District:-South 24-Parganas, WEST BENGAL, India Pm -700107 . Sv Protession :---
- Identified Ev. Sibnath Das I son of G.C.Das, 7 K.C.Roy Rd, District Kolkula, WEST BENGAL, India, Ph. 1990-001, By Caste, Hindu, By Profession: ----.

Executed by Altorney

Element Hospi

- 1 Arms Record Ganguly, son of Lt. Jyotish Ganguly , 40 B C Roy Recorded Englished Ganguly, Son of Lt. Jyotish Ganguly , 40 B C Roy Recorded Englished Ganguly, Son of Lt. Jyotish Ganguly and Son of Castron Ganguly and Son of Castron Ganguly and Ca
 - Research Standard Das, son of G.C.Das, 7 K.C.Roy Rd, Debter Francisco, WEST BENGAL, India, 126-126000 By Caste: Hindu, By Profession: ----.

(Ashoke Kumar Biswas)
DISTRICT SUB REGISTRAR IV

On 25/06/2013

Certificate of Market Value(WB PUVI rules of 2001)

- Confided that the market value of this property which is the second of the beautiful to the bead has been as whose A.Rs.-18.00,000/-
- The difference the required stamp duty of this document to Rs. The second second to include paid as, another size 100%.

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(ŚmritikanaPanda) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

26/06/2013 11:44:00



Government Of West Bengar

Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endossement For Deed Number : 1 - 05261 of 2013

(Serial No. 05438 of 2013 and Query No. 1604L000011643 of 2013)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 26/06/2013

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

Amossible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Adicie aumber: 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Air ami Ry Casa

Delicit stamp duty

We fish stamp duty Rs. 108010/- is paid, by the draft number 337857, Draft Date 25/06/2013, Bank at a Society findia, ESPLANADE, received on 26/06/2013

(Smritikana Panda)
DISTRICT SUB-REGISTRAR-IV



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DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

26/06/2013 11:44:00

deceased, (PAN NO.) a Citizen of India and at present residing at 1946, Buena Vista Street, Duarte, California-91010, United States of America, being represented by her constituted attorney Sri Amit Kumar Ganguly duly appointed by a Deed of Attorney dated 17th October, 2012 and (3) SMT. ARPITA MITRA, wife of Bhaskar Mitra and daughter of Jyotish Ganguly, deceased, (PAN NO. AFRPM0586R) a Citizen of India and at present residing at 40, B. C. Roy Road, South Jagatdal, P. S. Sonarpur, District – 24 Parganas (South) hereinafter collectively referred to as the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART AND STARLITE INFRACON PVT. LTD. a company incorporated under the Companies Act, 1956 (PAN NO. AASCS5496D) and having its Registered Office at Plot No. FB -13, 1598, Rajdanga Main Road, Kolkata-700 107, P. S. Kasba being represented by its Director-cum-Principal Officer Mudit Poddar, son of Manoj Kumar Poddar, working for gain and/or carrying on business at or from the aforesaid address, duly empowered and authorised on that behalf and hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART.

WHEREAS:

- A. At all material times, one Surendra Nath Das Kayal was seized and possessed of ALL THAT pieces and parcels of BAGAN land situate and lying at Mouza–Jagatdal and comprised in Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District 24 Parganas (South) containing by estimation an area of 18 Cottahs 12 Chittacks be the same a little more or less as the recorded tenant under the then Zamjindar.
- B. While being possessed of the said Surendra Nath Das Kayal duly got his name recorded as the lawful occupant of the said land in the C. S. record of rights maintained for such purpose.
- C. By a Deed of Family Settlement made, executed and registered by the said Surendra Nath Das Kayal being dated 15th June, 1957 he during his life time settled by way of Family Settlement and transferred all his right and interest in all his properties and assets including the above land unto and in favour of his three sons, viz. Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal which was registered in the office of the Additional District Sub-Registrar at Baruipur, in Book No. 1 being Deed No. 216 for the year 1957 whereby and whereunder the said Surendra Nath Das Kayal released and relinquished his secular right and interest in the said property absolutely and forever.
- D. Subsequently, at the rime of execution of the Revisional Settlement, Surendra Nath Das Kayal's right or interest in or upon the said land duly vested in the State of West Bengal by and under the provision of the West Bengal Estate Acquisition Act whereby and whereunder the said land was duly recorded in the names of the said three sons, namely, Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal in the R.S. records and have continued to make payment of the





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rents and other charges on account thereof and continued to hold, possess and enjoy the same as their exclusive separate property.

- E. While holding and possessing the said land the said Debendra Narayan Das Kayal and two others as such owners got their names duly mutated in the records maintained with the Rajpur-Sonarpur Municipality concerning and relating the <u>SAID LAND</u>.
- F. By two several Deeds of Conveyance dated 23rd January, 1961 and 5th April, 1963 and registered in the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. 1 being Deed No. 373 and Deed No. 5245 respectively the said Debendra Narayan Das Kayal and two others have sold, conveyed and transferred their right and interest of and in the said land unto and in favour of Sanat Kumar Lahiri, who thus became seized and possessed of the said land as the sole and absolute owner thereof and continued to hold and possess the said land and duly recorded his name in the office of the concerned Block Land and Land Revenue Officer as the owner thereof and has been enjoying and possessing the said Land upon payment of the rates and taxes on account thereof.
- G. By a Deed of Conveyance dated 21st September, 1981 and made between Sanat Kumar Lahiri (therein described as the Vendor) of the One Part and Smt. Sumita Ganguly (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas South and recorded in Book No. I being Deed No. 10788 for the Year 1981 the said Sanat kumar Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned his right and interest of and in the said land unto and in favour of Smt. Sumita Ganguly, since deceased, absolutely and for ever.
- H. The said Smt. Sumita Ganguly while holding and possessing the said land as the sole and absolute owner thereof duly applied for and got her name recorded as the owner in the record of rights and continued to pay and discharge all rates and taxes on account thereof without any deduction and/or abatement.
- I. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Anjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4185 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 13 cotttahs 12 chittacks more or less.
- J. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Manjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4184 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less





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including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 8 cotttahs 12 chittacks more or less.

- K. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Smritilekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4186 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 3 cotttahs 12 chittacks more or less.
- L. Thus the said Sumita Ganguly retained unto herself All That carved out part of the said aggregate land measuring 3 cottahs and 12 chittacks more or less hereafter for the sake of brevity referred to as the **DEMISED LAND**.
- M. While being seized and possessed of the Demised Land Smt. Sumita Ganguly, who was a spinster and was a Hindu governed by Dayabhaga School of Law died intestate sometime in or about 4th October, 2010 leaving behind her surviving her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and his brother Amit Kumar Ganguly as the only heir and heiresses, under the Hindu Law of Succession whereupon her right and interest in the Demised Land and devolved unto her legal heirs and heiresses jointly and in equal one-third share each since her father Jyotish Ganguly and Smt. Santana Ganguly having pre-deceased her.
- N. Thus the Vendors herein became jointly seized and possessed of or otherwise well and sufficiently to as the sole and absolute joint owners of the Demised Land and have duly recorded their names as such owners with the concerned land and Land Revenue authorities and are holding and possessing the said land upon payment of all rates and taxes on account thereof.
- O. The Vendors for diverse goods causes and consideration held evinced an intention to sell the said Demised Land to any intending Purchaser for best available market price and represented and assured as hereunder:
 - i) That the Vendors are the sole and absolute joint Owners of the Said Land.
 - ii) Save the Vendors no-one else has any right, interest claim or demand concerning or relating to the Said Land;
 - That no notice of requisition, acquisition or attachment and/or alignment has been received by the Vendors from any statutory authority or body corporate;





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- iv) That the Said Land is freed and discharged of all encumbrances, liens, lispendens, attachment of whatsoever nature;
- v) The Said Land does not contain any water-body;
- vi) The land in question does not come within the purview of the Urban Land (Ceiling & Regulation) Act, 1976.
- vii) There is no impediment for the Vendors in dealaing with or disposing of the Said Land in any manner whatsoever and they have full right and absolute authority to deal with the said Demised Land.
- viii) The Vendors are in absolute khas possession of the said Demised Land and are in a possession to deliver the same unto the Purchaser on completion of the transaction.
- P. Relying upon the aforesaid representation and believing same to be true and correct the Purchaser hath agreed to purchase the Said Demised Land at or for an agreed consideration of Rs. 18,00,000/- (Rupees Eighteen Lac only) SUBJECT TO the Vendors' making out a marketable title with an assurance of delivering unto the Purchaser full vacant and khas possession freed and discharged of all encumbrances and charges whatsoever.

I. NOW THIS INDENTURE WITNESSETH

That in pursuance of the said Agreement for Sale and in consideration of a sum of Rs. 18,00,000 /- (Rupees Only) being the full price of a) the said Demised Land containing an area of 18 Cottahs and 12 Chittaks be the same a little more or less (the receipt whereof the Vendors doth hereby as well as by the receipt hereunder admit and acknowledge and of and from the payment thereof doth hereby acquit, release and discharge the Purchaser and also the said Demised Land more fully and particularly described and mentioned in SCHEDULE hereunder written) the Vendors doth hereby indefeasibly grant, sell, convey, transfer, assign and assure unto and in favour of the Purchaser absolutely and for ever free from all encumbrances, trusts, charges, attachment and/or lispendens ALL THAT the SAID DEMISED LAND more fully and particularly described and mentioned in the SCHEDULE hereunder written OR HOWSOEVER OTHERWISE the said Land now are, or is, or at any time or times heretofore were numbered described and distinguished TOGETHER WITH all the structures, fixtures, fittings, yards, areas, drains, sewer, paths passages, easements, water, water-courses and appurtenances whatsoever and the full benefits and advantages of the ancient and other lights, rights, liberties, easements, privileges, appurtenances, emoluments, appendages whatsoever to the Said Land or any part thereof belonging or in any way appertaining to or with which the same or any part thereof now are, or is, or at any time or times heretofore were or was usually held, used, occupied or enjoyed, accepted, deemed, taken or known as part, parcel or member thereof or appurtenant thereto AND all the reversion or reversions, remainder or remainders, rents, issues and profits and every part thereof AND all the estates, rights, title, interest, inheritance, use, trust, possession, property, claims and demands whatsoever both at law or in

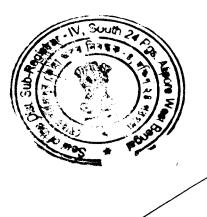




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equity of the Vendors in their capacity as Trustees to the said Trust of the beneficiaries thereof into, upon or in respect of the Said Land TOGETHER WITH all deeds, pattas, muniments, writings or other evidence of title which in any way relate exclusively to the said property and which now are, or is, or at any time or times hereafter shall or may be in the control, power, possession or custody of the Vendor or any person or persons from whom the Vendors or any person or persons from whom the Vendor can or may procure the same without any action or suit or suit in law or in equity TO HAVE AND TO HOLD the Said Land and every portion thereof hereby sold, granted transferred, conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances, charges, lispendens, attachment and/or trust whatsoever.

- II. **AND THE VENDORS DOTH HEREBY** covenant with the Purchaser as follows:
- a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the VENDORS to the contrary, the Vendors in their capacity as Trustees to the said trust are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Demised Land more particularly descried in the SCHEDULE hereunder written and hereby granted, sold, conveyed, transferred, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances, charges, lispendens, trust and/or attachment whatsoever.
- b) That the Vendors hath full power and absolute authority and indefeasible right to grant, convey, transfer, assign and to sell the said Demised Land and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents That it shall be lawful for the Purchaser at all times hereafter to peacefully and quietly enter upon and to hold occupy possess and enjoy the said Demised Land and every part thereof and to receive the rent, issues and profits thereof without any lawful eviction, interruption, disturbance, hindrance claim or demand whatsoever from or by the Vendors or from any person or persons having, or lawfully or equitably claiming any estate, right title and interest whatsoever from, under, through or in trust for the Vendors and that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise well and sufficiently indemnified or kept harmless subject to what are herein stated, against all charges attachments and encumbrances whatsoever made, done, execute or occasioned by the Vendor or any of their ancestors or predecessors in title.
- c) AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said Demised Land or any part thereof from, through, under or in trust for the Vendor of from or under any of his ancestors or predecessors in title, shall and will from time to time and at all times hereafter at every reasonable request and cost of the Purchaser do, make, acknowledge and execute or





2 1 JUN 2013

cause to be done, made acknowledged and executed all such further or other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said Demised Land and every part thereof hereby sold, conveyed, transferred, assigned or assured unto and to the use of the Purchaser in the manner aforesaid as shall or may from time to time reasonably be required.

d) That the Vendors shall or will at all times hereinafter at every reasonable request and cost of the Purchaser, produce to him or as he shall direct, the deeds and writings which are in their custody evidencing the Vendors' title to the said Demised Land and also furnish to the Purchaser copies of or extracts from the said deeds or writings.

SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of BAGAN Land situate and lying at Mouza – Jagatdal P. S. and Sub-Registry Office -Sonarpur, District - South 24 Parganas, within Ward No. 25 of Rajpur - Sonarpur Municipality and forming part of Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District - 24 Parganas (South) containing by estimation an area of 3 Cottahs 12 Chittacks be the same a little more or less Mouza-Jagatdal.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the 2 day of 2013

SIGNED SEALED AND DELIVERED by the VENDORS at Kolkata, in the presence of :

Showit Caugaly for self and as constituted alterney of Nandita Caugaly alias Mala Caugaly.

propila mitra

SIGNED SEALED AND DELIVERED by the PURCHA\$ER at Kolkata in the presence of : bunaily, toware

STARLITE INFRACON PVT. LTD.

Director

Drafted by Drafted by Somnath Advacate

Solicitor & Advocate





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SPECIMEN FORM FOR TEN FINGERPRINTS

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MEMO OF CONSIDERATION

Received of and from the above Purchaser the within mention consideration money being Rs. 18,00,000/-(Eighteen Lac only) as per memo below

Rs. 18,00,000.00

(Rupees Eighteen Lac Only)

WINESSES omach, Advan

Smit Gangaly ofor self and as constituted Attorney of Naudita Gangaly alias Mala Gangaly

Aropila mitra

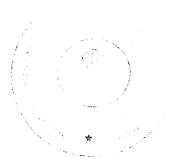




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ാളistration under section 60 and Rule 69

Mark Sook - I
 Lamber 27
 4043 to 4355
 4041 for the year 2013.



Extractly 26-June-2013

GREGISTRAR-IV

GREGISTRAR-IV SOUTH 24-PARGANAS