

AND

SASWAT DEVELOPER PVT. LTD., a limited company, registered under the Companies Act, 1956, represented by its Director SRI TRILOCHAN SHARMA and having its office at Om Tower, 9th floor, 32, Jawahar Lal Nehru Road, Police Station – Park Street, Kolkata, 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 Rabindra Nath Bhattacharjee, was well seized and possessed of or otherwise well and sufficiently entitled to the property measuring

an area 02.50 Satak out of 10 Satak comprised in R.S. Dag No. 862 (Bagan), an area 09.00 Satak out of 36 Satak comprised in R.S. Dag No. 863 (Danga), an area 12.50 Satak out of 105 Satak comprised in R.S. Dag No. 864 (Bagan),

being total area 24.00 Satak under L.R. Khatian No. 424, at Mouza – Kalikapur, Police Station – Rajarhat, in the District of 24-Parganas (North), by virtue of records of right.

AND WHEREAS after the death of Rabindar Nath Bhattacharjee, his only wife viz; Smt. Minati Bhattacharjee, only son viz; Sri Mithun Bhattacharjee and only daughter viz; Miss Piu Bhattacharjee, became the owners of the aforesaid land by virtue of succession.

AND WHEREAS Smt. Minati Bhattacharjee, Sri Mithun Bhattacharjee, and Miss Piu Bhattacharjee, the Vendor Nos. 1 to 3 herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring

an area 02.50 Satak out of 10 Satak comprised in R.S. Dag No. 862 (Bagan), an area 09.00 Satak out of 36 Satak comprised in R.S. Dag No. 863 (Danga), an area 12.50 Satak out of 105 Satak comprised in R.S. Dag No. 864 (Bagan),

being total area **24.00** Satak under L.R. Khatian No. **424**, at Mouza – Kalikapur, Police Station – Rajarhat, in the District of 24-Parganas (North)and enjoying the same with good right absolute power of ownership and has every right to transfer the same to anybody in anyway.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the said plot of "Bagan & Danga" land measuring an area of 24.00 Satak comprised in R.S. Dag No. 862, 863, 864, under L.R. Khatian No. 424, more fully and particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto and bordered RED thereon at or for the price of Rs. 10,90,000/- (Rupees Ten Lac Ninety Thousand) only.

NOW THIS INDENTURE WITNESSETH THAT:

I. In pursuance of the said agreement and in consideration of the said sum of Rs. 10,90,000/- (Rupees Ten Lac Ninety Thousand) only paid by the Purchaser to the Vendors at or before the execution of these presents (receipts whereof the Vendors doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the said plot of Land), the Vendors doth hereby grant, sale, transfer, convey, assign and assure unto the Purchaser the said plot of land i.e. ALL THAT the piece or parcel of "Bagan & Danga" land measuring an area of 24.00 Satak comprised in R.S. Dag No. 862, 863, 864, under L.R. Khatian No. 424, at Mouza - Kalikapur, P.S. Rajarhat in the District of 24-Parganas (North) morefully described in the schedule hereto and delineated and demarcated on the Map or Plan annexed hereto and bordered "RED" thereon and hereinbefore as well as hereafter called "the said plot of land" OR HOWSOEVER OTHERWISE the said plot of land now is or at any time hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, fixtures, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said plot of land or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be AND all the estate, right, title,

interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into, upon or in respect of the said plot of land or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said plot of land all and singular, the lands hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, bargadars (share-croppers), requisitions, acquisitions, vestings and alignments whatsoever;

II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- i) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any of his predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the Vendors is now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said plot of land and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid;
- ii) AND THAT notwithstanding any act, deed, matter, or thing done as aforesaid, the Vendors now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said plot of land and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;
- iii) AND THAT the said plot of land and all other properties, rights and benefits hereby granted, sold, conveyed, assigned and assured or expressed or intended so to be and each of his is now free from all encumbrances, demands,

claims, bargas, charges, liens, attachments, vestings, leases, lispendens, uses, debutters or trusts made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the said plot of land from under or in trust for the Vendors;

- iv) AND THAT the Vendors has, at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the said plot of land to the Purchaser and the Vendors has no claim of any nature whatsoever against the Purchaser;
- v) AND THAT the Purchaser shall and may from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the said plot of land and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors;
- vi) AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendors, well and sufficiently entitled saved and indemnified of, from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendors or any of its predecessors-in-title or any person lawfully or equitably claiming as aforesaid;
- vii) AND THAT the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, bargas, vesting, attachments, lispendens, uses, debutters, trusts, claims and demands or any and every nature whatsoever by or against the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the said plot of land or any part thereof;
- viii) AND ALSO THAT the Vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said plot of land or any part

thereof from under or in trust for the Vendors 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 executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said plot of land and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required;

ix) AND ALSO THAT the Vendors has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said plot of land and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;

SCHEDULE OF THE PROPERTY

(The said plot of land)

ALL THAT, piece or parcel of "Bagan & Danga" land measuring an area of **24.00** Satak comprised in R.S. Dag No. **862, 863, 864,** under L.R. Khatian No. **424,** at Mouza – Kalikapur, P.S. Rajarhat, within the limit of Panchayet, Addl. Dist. Sub-Registrar Office Bidhannagar, and according to the settlement Record of rights finally published the plot is comprised at Pargana - Kalikata, J.L. No. 40, R.S. No.126, Touzi No. 10, in the District of 24-Parganas (North).

R.S. Dag No.	Total Area	Sold Area	Nature
862	10 Satak	02.50 Satak	Bagan
863	36 Satak	09.00 Satak	Danga
864	105 Satak	12.50 Satak	Bagan
		24.00 Satak	

The said plot of land is butted and bounded as follows: -

ON THE NORTH: Part of Other Dags.
ON THE SOUTH: Part of Other Dags.
ON THE EAST: Part of Other Dags.
ON THE WEST: Part of Other Dags.

IN WITNESS WHEREOF, the VENDORS have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDORS At Kolkata in presence of: -

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HamuluddinGazi Jamal parel Rayar hest

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Kullin Bollachaige

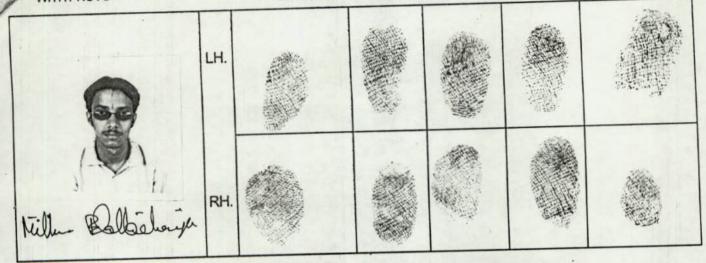
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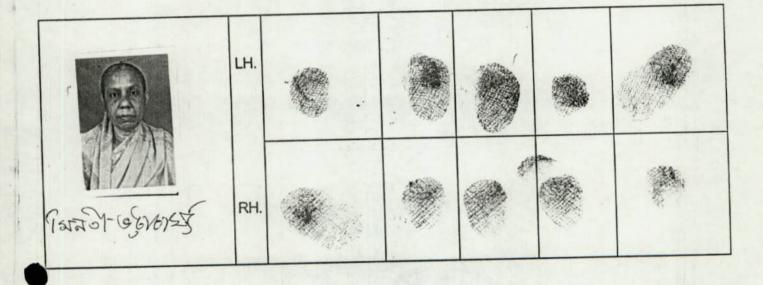
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WITH PHOTO

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

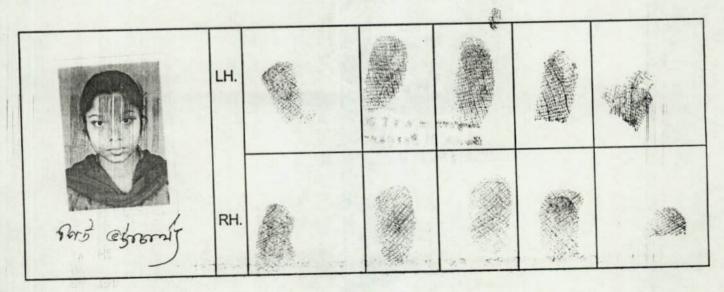
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Sl. No. Signature of the Executans.

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NAME OF MOUZA RESA NO 143

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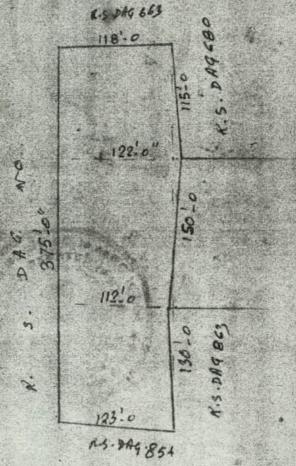
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NAME OF VENDEE AREA

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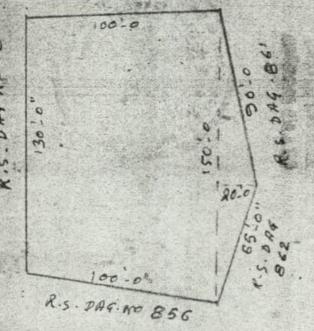
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MEMO OF CONSIDERATION

Paid by	Rs. 10,90,000/
	10,50,000/

Rs. 10,90,000/-

(Rupees Ten Lac Ninety Thousand) only.

Witness: -

2. Komaluddin Gazi

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किरम्छी- एड्रेम्स्टिड

SIGNATURE OF THE VENDORS

Drafted by: -

Aun , m 6 ARUN KUMAR BHAUMIK (Advocate)

Kolkata High Court Registration No.905/1983 63/21, Dum Dum Road, Kol-74 Surer Math, Dial 2529-2531.







(DE BE)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 3542 to 3557 being No 03507 for the year 2007.



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(X) 07-August-2007
District Sub Register II :
Office of the D.S.R.-II NORTH 24-PARGANAS
West Bengal