

(1) SRI KUNJA BEHARI MAHATO son of Late Manasa Ram Mahato, by occupation — Retired and (2) SMT. DIPTI MAHATO wife of Sri Kunja Behari Mahato, by occupation — House hold works, both by faith — Hindu, both by Nationality—Indian, both residing at LIG-58/2, Sarsuna Housing Estate, Phase-I, Police Station — Thakurpukur, Kolkata — 700061, hereinafter jointly called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, legal representatives, executors, administrators and/cr assigns) of the ONE PART.

#### AND

registered under the Companies Act, having its registered office at 249A, Motilal Gupta Road, Police Station – Haridevpur, Kolakta – 700082, West Bengal, India, being represented by its Director SRI AMARENDRA KUMAR son of Late Daya Nand Prasad, by occupation – Business, by faith – Hindu, by Nationality – Indian, residing at 26A, Rup Narayan Nandan Lane, Post Office & Police Station – Kalighat, Kolkata – 700025, hereinafter called and referred to as the PURCHASER (which terms or expression shall unless excluded by or repugnant to the context, this expression shall mean and include stricessors-in-interest/office and assigns) of the OTHER PART.

WHEREAS one Sri Haradhan Chandra Kayal of Chakjot
Sibrampur was the sole and absolute owner of Sali land measuring .55
Sataks more or less situated at Mouza – Sarsuna, J.L. No.17, District
Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana – Magura, Police
Station – Behala now Thakurpukur, Sub-Registry Office at Alipore Joint
Behala, comprised in C.S. & R.S. Dag No.165 appertaining to C.S.
Khatian No.1389 and R.S. Khatian No.2060 within Kolkata Municipal
Corporation Ward No.127, District: South 24-Parganas.

AND WHEREAS by a registered Deed of Sale dated 14.03.1960 duly registered in the Sub-Registry Office at Alipore and recorded in its Book No.1, Being No.2294, for the year 1960, said Sri Haradhan Chandra Kayal sold, transferred and conveyed unto and in favour of Smt. Bhabarani, in respect of land measuring .55 Sataks more or less situated

at Mouza – Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana – Magura, Police Station – Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060 now within Kolkata Municipal Corporation Ward No.127, District: South 24-Parganas, for a valuable consideration mentioned in the said deed.

AND WHEREAS thereafter by a registered Deed of Gift dated 01.02.1985 duly registered in the Sub-Registry Office at Alipore and recorded in its Book No.1, Volume No.22, Pages from 106 to 112, Being No.1353, for the year 1985, said Smt. Bhabarani gifted and transferred unto and in favour of Sri Dasurathi Kathuria son of Late Panchulal Kathuria of Uttar Kasta Danga Road, Police Station – Thakurpukur, Kolkata – 700061, District: South 24-Parganas in respect of Sali land measuring 10 Cottahs 08 Chittaks more or less out of .55 Sataks more or less situated at Mouza – Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana – Magura, Police Station – Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060 now within Kolkata Municipal Corporation Ward No.127, District: South 24-Parganas.

AND WHEREAS by a registered Deed of Sale dated 28<sup>th</sup> April, 2000 A.D. corresponding to 15<sup>th</sup> Baisakh, 1407 B.S. duly registered in the District Sub-Registry Office-II at Alipore, South 24-Parganas and recorded in its Book No.I, Volume No.122, Pages from 96 to 104, Being No.5112, for the year 2001, said Sri Dasurathi Kathuria son of Late Panchulal Kathuria of Uttar Kasta Danga Road, Police Station – Thakurpukur,

Kolkata — 700061, District: South 24-Parganas sold, transferred and conveyed unto and in favour of two purchasers namely (1) Sri Kunja Behari Mahato son of Late Manasa Ram Mahato and (2) Smt. Dipti Mahato wife of Sri Kunja Behari Mahato, both of LIG-58/2, Sarsuna Housing Estate, Phase-I, Police Station — Thakurpukur, Kolkata — 700061 (the Vendors herein) in respect of Sali land measuring 05 Cottahs more or less with common passage for free ingress and easement right out of 10 Cottahs 08 Chittaks more or less lying and situate at Mouza — Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana — Magura, Police Station — Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060 now within Kolkata Municipal Corporation Ward No.127 (S.S. Unit), District: South 24-Parganas, for a valuable consideration mentioned in the said Deed.

AND WHEREAS thereafter said (1) Sri Kunja Behari Mahato son of Late Manasa Ram Mahato and (2) Smt. Dipti Mahato jointly mutated their names before the Assessment Department of the Kolkata Municipal Corporation by paying relevant rents and taxes punctually and regularly and accordingly the said landed property is being known, numbered and distinguished as K.M.C. Premises No.179B, Uttar Kastadanga Road, Assessee No.411272202416.

AND WHEREAS thus the Vendors herein have become the full, absolute and exclusive owner and possessor of the said land measuring 05 Cottahs more or less with common passage for free ingress and easement right lying and situate at Mouza – Sarsuna, J.L. No.17, District

Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana – Magura, Police Station – Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060, now within Kolkata Municipal Corporation Ward No.127 (S.S. Unit), District: South 24-Parganas being known, numbered and distinguished as K.M.C. Premises No.179B, Uttar Kastadanga Road, Assessee No.411272202416, including all easement right, benefits, facilities attached therein and thereto by constructing a pucca dwelling house standing thereon.

# THE VENDORS HAVE ALSO REPRESENTED AND DECLARED TO THE PURCHASER as follows:-

(a) That the Vendors are the sole and absolute owner and possessor of the said plot of land measuring 05 Cottahs more or less with common passage for free ingress and easement right lying and situate at Mouza – Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargaria – Magura, Police Station – Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060, now within Kolkata Municipal Corporation Ward No.127 (S.S. Unit), District : South 24-Parganas, being known, numbered and distinguished as K.M.C. Premises No.179B, Uttar Kastadanga Road, Assessee No.411272202416, including all easement right, benefits, facilities attached therein and thereto, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said property and no other person

- has any right, title, interest, claim or demand whatsoever and howsoever and in respect of the said property or any part thereof.
- (b) That the said property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever and howsoever and there is no defect in the title of the Vendors and the Vendors have good, clear and marketable title in respect of the said property and every part thereof.
- (c) That there is no legal impediment or bar on the part of the Vendors to sell, assign or transfer the said property or any part thereof.
- (d) That the said property is not subject to any acquisition, requisition or proceeding and the Vendors have not knowledge or not have received any notice to that effect from any authority or authorities.
- (e) That no certificate case is pending for realization of any taxes from the Vendors.
- (f) That no suit or proceeding is pending in any Court regarding the title of the said property or any part thereof or of any other nature whatsoever.

Relying upon the aforesaid representations and/or declaration of the Vendors herein and believing the same to be true and acting in good faith and on the Vendors agreeing to sell, assign and transfer <u>ALL THAT</u> piece and parcel of land measuring 05 Cottahs more or less with common passage for free ingress and easement right lying and situate at Mouza – Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana – Magura, Police Station – Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060, now within Kolkata Municipal

Corporation Ward No.127 (S.S. Unit), District: South 24-Parganas, being known, numbered and distinguished as K.M.C. Premises No.179B, Uttar Kastadanga Road, Assessee No.411272202416, including all easement right, benefits, facilities attached therein and thereto, more fully and particularly described in the Schedule hereunder written and the Purchasers have agreed to purchase the said property and to part with the money for and at a total consideration of Rs.10,00,000/- (Rupees Ten Lakh) only.

## NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Agreement and in consideration of the said sum of Rs.10,00,000/- (Rupees Ten Lakh) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors towards the costs of the said property (the receipt whereof the Vendors doth hereby and also by a separate receipt hereunder written admit and acknowledge to have been received) and the Vendors herein doth hereby grant, assure and assign, acquit, release and discharge the said Purchaser and the said property hereby conveyed for the purpose of beneficial use and enjoyment of the same and TOGETHER WITH all easement, quasi-easements, rights, privileges OR HOWSOEVER OTHERWISE the said property or any part or portion thereof now is or are or at any time heretofore were or was situated, butted and bounded, reputed, called, known, numbered, described or distinguished TOGETHER WITH all and singular the walls, structures, dwelling house, yards, ways, compounds, paths, privileges, advantages, rights and appendages and appurtenances, whatsoever to the said property belong to or otherwise appertaining thereto or with same or any part or portion thereof now are at any time heretofore usually held, used, occupied or enjoyed or reputed therewith or known as part or parcel or member or members thereof to be appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part or portion thereof TOGETHER WITH all deeds, documents, writings and other evidence of title relating to the said property or any part or portion thereof AND all the estates rights, title, interest use, inheritance, property, possession, benefits, claims and demands whatsoever, both at law and in equity of the Vendors into or upon the said property and every part or portion thereof TO HAVE AND TO HOLD the said property and all and singular the said property hereby sold, conveyed, transferred, assured and assigns, expressed or intended so to be TOGETHER WITH all appurtenances and rights as aforesaid unto the Purchasers and other rights, members and appurtenances unto and of the use and benefits of the Purchasers free from all encumbrances, charges claims, demands and attachments whatsoever absolute and forever AND the Vendors doth hereby covenant with the Purchaser that NOTWITHSTANDING any act, deed, thing and matter done whatsoever by them, the Vendors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary, the Vendors are now lawfully and absolutely seized and possessed of and/or are otherwise well and sufficiently excitled to the said property hereby sold, transferred and conveyed, assigned and assured and expressed so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance thereof without any manner of conditions, use, trust or alter, defeat, encumber or make void the same ALL THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendors are now have in themselves good right, full ownership and lawful and absolute authority to sell, convey, transfer, assign and assure the said property hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Purchaser AND it shall be lawful for the Purchaser from time to time and at all material times hereafter peaceably and quietly hold possess to enter upon and enjoy the said property and described in the Schedule hereunder written for his own use and benefit and receive the rents, issues and profits thereof without any suit, lawful eviction, interruption, claims and demands whatsoever for or by the Vendors or by any person or persons lawfully and equitably claiming under or in trust for the Vendors AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and discharged from or by the Vendors or their predecessors-in-interest as well as sufficiently saved, defended and kept harmless and indemnified of from and against all and all manners of former or other estates, rights, titles, interest liens, charges and encumbrances whatsoever created, made excluded, done, occasioned or suffered by the Vendors or any of their predecessors-in-title or any person or persons lawfully, equitably or rightfully claiming by, from or in trust for the Vendors.

## SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 05 (five) Cottahs more or less with 100 Square Feet R.T. shed structure standing thereon lying and situate at Mouza - Sarsuna, J.L. No.17, District Collectorate Touzi Nos.63 & 64, R.S. No.416, Pargana - Magura, Police Station -Behala now Thakurpukur, comprised in C.S. & R.S. Dag No.165 appertaining to C.S. Khatian No.1389 and R.S. Khatian No.2060, now within Kolkata Municipal Corporation Ward No.127 (S.S. Unit), District : South 24-Parganas being known, numbered and distinguished as K.M.C. Premises No.179B, Uttar Kastadanga Road, Assessee No. 411272202416, Additional District Sub-Registry Office at Behala, including common passage for free ingress and egress along with all user and easement rights and other benefits and facilities attached therein and thereto, more particularly shown and delineated in the Map or Plan annexed hereto in RED border lines thereon as part and parcel of this Indenture with proportionate annual rent payable to the state of West Bengal represented by the Collector 24-Parganas (South) and being butted and bounded in the manner following:-

ON THE NORTH: 14 feet wide road,

ON THE SOUTH: - 10 feet wide common passage,

ON THE EAST:- Land of Sri Bakul Kathuria,

ON THE WEST: 11 feet 11 inch wide road.

IN WITNESS WHEREOF the parties hereto put their respective

hand and seals the day, month and year, first above written.

SIGNED, SEALED & DELIVERED

In the presence of:

WITNESSES-

1. Cýjwa Mandal

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Diffi manto

(2) DIPTI MAHATO

(SIGNATURE OF THE VENDORS)

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SIGNED, SEALED & DELIVERED

In the presence of:

#### WITNESSES-

1. Ujiwal Mandal. Aciposapolica cocot ky-27.

2. fajushais 241 A Mily fond Kol-82

For Raghuvar Developers Pvt. Ltd. Amarendra kuman Director

RAGHUVAR DEVELOPERS PVT. L.TD., represented by its Director AMARENDRA KUMAR

SIGNATURE OF THE PURCHASER

### MEMO OF CONSIDERATION

RECEIVED the full amount of consideration money mentioned herein of Rs.10,00,000/- (Rupees Ten Lakh) only being the total amount of the said Schedule property from the above named Purchaser as per Memo below :-

## MEMO

Paid by Pay Order No.012986, date 05.05.2012, drawn on Bank of India, Behala Branch, Kolkata - 700034.

Rs. 5,00,000/-

Paid by Pay Order No.012987, date 05.05.2012, 2) drawn on Bank of India, Behala Branch. Kolkata - 700034.

Rs. 5,00,000/-

Total ..... Rs.10,00,000/-

(Rupees Ten Lakh) only

In presence of -WITNESSES:

thjan Mondal.

LUNGA BELER MAKED

Difti mahafo

(2) DIPTI MAHATO

(SIGNATURE OF THE VENDORS)

2. Raju Shaw

Drafted by -

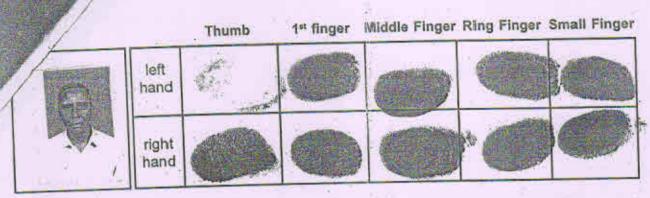
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Advocate Ahadonan
Alipore Police Court,

Kolkata - 700027.

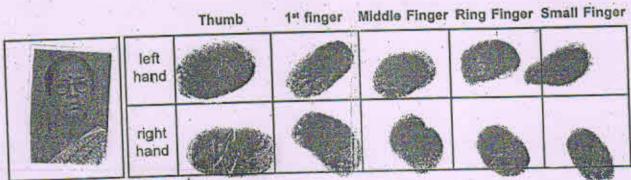
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(Goutam Kumar Pramanik) Alipore Police Court,

Kolkata - 700027.

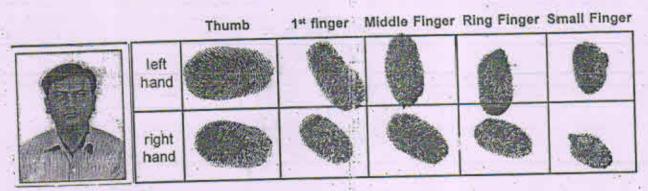


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Signature .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger Small Finger
рното	left hand				
	right hand		#		

Name .....

Signature .....



## Government Of West Bengal Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05062 of 2012 (Serial No. 05091 of 2012)

On

Payment of Fees:

On 09/05/2012

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

Presented for registration at 19.15 hrs on :09/05/2012, at the Private residence by Amarendra Kumar ,Claimant.

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

Execution is admitted on 09/05/2012 by

- Kunja Behari Mahato, son of Lt Manasa Ram Mahato, Lig-58/2, Sarsuna Housing Estate, Phase I, Thana:-Thakurpukur, District:-South 24-Parganas, WEST:BENGAL, India, P.O.: - Pin --700061, By Caste Hindu, By Profession: Retired Person
- Dipti Mahato, wife of Kunja Behari Mahato , Lig-58/2, Sarsuna Housing Estate, Phase I. Thana:-Thakurpukur, District:-South 24-Parganas, WEST, BENGAL, India, P.O.: - Pin:-700061. By Caste Hindu, By Profession: House wife
- 3. Amarendra Kumar

Director, M/s. Raghuvar Developers Pvt Ltd, 249a, Motilal Gupta Road, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700082.

Identified By Ujjwal Mondal, son of M Mondal, A. P. Court, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste: Hindu, By Profession: Law Clerk.

(Anima Sinha) DISTRICT SUB-REGISTRAR-II

### On 10/05/2012

## 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.

#### Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 10/05/2012

Amount by Draft

Rs. 16040/- is paid , by the draft number 963761, Draft Date 09/05/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 10/05/2012

( Under Article : A(1) = 15994/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 10/05/2012 )

DISTRICT SUB REGISTRAR-II

EndorsementPage 1 of 2

10/05/2012 16:38:00



## Government Of West Bengal Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05062 of 2012

(Serial No. 05091 of 2012)

## Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-14,55,000/-

Certified that the required stamp duty of this document is Rs.- 87320 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

## Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid, by the draft number 963759, Draft Date 09/05/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 10/05/2012
- 2. Rs. 37330/- is paid, by the draft number 963760, Draft Date 09/05/2012, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 10/05/2012

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(Anima Sinha) DISTRICT SUB-REGISTRAR-II

> (Anima Sinha DISTRICT SUB-REGIST RAR-1

## rtificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 12737 to 12754 being No 05062 for the year 2012.



(Anima Sinha) 24-May-2012
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -I I SOUTH 24-PARGANAS
West Bengal