

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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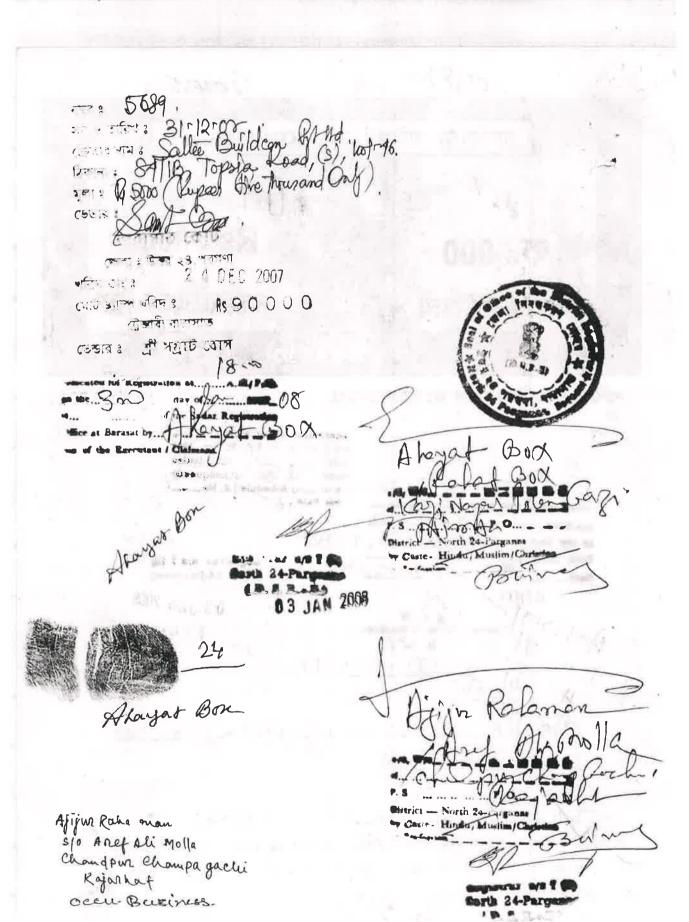
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4.1.08 DEED OF SALE::-

12,29,090/- (Rupees Twelve Lac Twenty Nine Thousand and Ninety) only.

THIS DEED OF ABSOLUTE SALE is made on this the Ograday of January Two Thousand and Eight BETWEEN AHAYAT BOX, son of Rehat Box, is residing at- Kazi Najrul Islam Sarani, Naikuri, Nimta, P.S.- Nimta, Kolkata-



49, by faith- Muslim, by occupation- Business, by Nationality- Indian, hereinafter called and referred to as the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives, nominees and assigns) of the <u>ONE PART</u>.

#### AND

SALTEE BUILDCON PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at- Fli-tech Chamber, 84/1B, Topsia Road South, P.S.- Topsia, Kolkata- 700046; hereinafter called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and included its successors, successors-in—office administrators and assigns ) of the OTHER PART;

WHEREAS Md Ahayat Box, the vendor herein purchased three plots of Sali Land measuring an area 55 sataks comprised in R.S. Dag Nos. 1332, 1334 & 1335, (i.e. measuring an area entire 37 sataks comprised in C.S. Dag Nos. 667 corresponding to R.S. Dag Nos. 1332 and measuring an area entire 06 sataks comprised in C.S. Dag Nos. 668 corresponding to R.S. Dag Nos. 1334 and measuring an area entire 12 sataks comprised in C.S. Dag Nos. 669 corresponding to R.S. Dag Nos. 1335) under C.S. Khatian Nos. 21 & 711 and R.S. Hal Khatian Nos. 299, Khanda Hal Khatian Nos. 986, 1163 & 1164, laying and situate at Mouza- CHANDPUR CHAMPAGACHI, J.L. Nos. 48, Touzi Nos. 173, at present Touzi Nos. 10, P.S. Rajarhat, in the District of North 24 Parganas, by a registered deed of sale registered on 19/06/1968 at the Office of Sub- Registrar Cossipore Dum Dum, copied in Book Nos. 1, Volume Nos. 64, Pages 284 to 289, Being Nos. 5378, for the year 1968, from Sri Nirmal Chandra Nag Chowdhuri and others.

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AND WHEREAS while seized and possessed the same said Ahayat Box, the Vendor herein sold transferred and conveyed 44 sataks as 4/5<sup>th</sup> share out of his purchased 55 sataks in aforesaid three dags to his brothers Nur Box, Wahed Boksh, Hayat Box and Ali Box, by a registered deed of sale registered on



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14/08/1989 at the Office of A.D.S.R. Bidhannagar Salt Lake City, copied in Book No.-1, Volume No.-138, Pages 401 to 410, Being No.-6514 for the year 1989, and after his sell said Ahayat Box is the owner and possessor of remaining 11 sataks absolutely free from all encumbrances whatsoever.

AND WHEREAS said Ahayat Box (the vendor herein) and his another four brothers jointly purchased measuring an area 23 sataks Sali Land out of total 56 sataks comprised in C.S Dag No.- 666 corresponding to R.S. Dag No.- 1333, under C.S. Khatian No.- 712, laying and situate at Mouza- CHANDPUR CHAMPAGACHI, J.L. No.- 48, Touzi No- 173, at present Touzi No.- 10, P.S.- Rajarhat, in the District of North 24 Parganas, by a registered deed of sale registered on 03/10/1988 at the Office of A.D.S.R. Bidhannagar Salt Lake City, copied in Book No.- 1, Being Deed No.- 8384, for the year 1988 from Sk. Rowsan Ali, son of late Abdur Rahaman, of- Chandpur, P.S.- Rajarhat, in the District of- North 24 Parganas, and thereafter said Ahayat Box became the absolute owner and possessor of 04.60 sataks land as his own 1/5<sup>th</sup> share by virtue of aforesaid purchase.

AND WHEREAS said Ahayat Box while seized and possessed the same he has duly recorded his name in L.R. Settlement Record of Rights under L.R. Khatian No.- 293, in respect of above mentioned Land i.e.- measuring an area 07.40 sataks as 0.2000 share in his name out of total 37 sataks comprised in R.S. Dag No.- 1332 and measuring an area 04.60 sataks as 1 Anna 6 Gonda 1 Kara 1 Kranti and 16 Til share in his name out of total 56 sataks comprised in R.S. Dag No.- 1333 and measuring an area 01.20 sataks as 0.2000 share in his name out of total 06 sataks comprised in R.S. Dag No.- 1334 and measuring an area 02.40 sataks as 0.2000 share in his name out of total 12 sataks comprised in R.S. Dag No.- 1335, morefully and particularly described in the schedule hereunder written.

**SINCE THEN**, said Ahayat Box, the vendor herein is well seized and possessed the said land measuring an area total 15.60 sataks (Fifteen sataks and Sixty satakangsha) more or less which is more fully and particularly described in the Schedule hereunder written and have been enjoying the same peacefully,

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freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities concerned in his name as absolute owner and possessor thereof and has the absolute power of ownership and also power to sell the same to any body in any way as he will think fit and proper.

AND WHEREAS during enjoyment, said Ahayat Box, the vendor herein being in need of money intended, desired and has agreed to sell 15.60 sataks along with all easement right absolutely free from all encumbrances delineated in the map or plan annexed herewith and marked with bordered RED therein which is more fully and particularly described in the Schedule hereunder written at or for the consideration of Rs. 12,29,090/- (Rupees Twelve Lac Twenty Nine Thousand and Ninety) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of Rs 12,29,090/- (Rupees Twelve Lac Twenty Nine Thousand and Ninety) only paid to the vendors by the purchaser as per memo below at or for the immediately before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written, admir and acknowledge and from the same and every part thereof hereby acquit release and forever discharge the said purchaser) as well as the said land measuring an area of 15.60 sataks more or less more fully and particularly described in the schedule hereunder written and the vendor doth hereby sell grant, transfer and convey and assign unto the purchaser free from all encumbrances charges liens, lispendences the said land **TO HAVE AND**TO HOLD the said land hereby granted, transferred conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely and forever free from all encumbrances whatsoever.

## THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS UNDER:

1) THAT free and clear and freely and clearly and absolutely exonerated acquitted and release or otherwise by and at the cost and expenses of



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the vendor is and sufficiently saved defended kept harmless and other easement rights, title claim, mortgage hold, lines, lispendences, attachments whatsoever.

- 2) THAT the purchaser shall hereafter peaceably and quietly possess and enjoy the said property in khas without any claim or demand whatsoever from the vendor, or his legal heirs executors, administrators, representatives, nominees and assigns.
- 3) THAT the land fully described in the Schedule below stands retained by the vendor through operation of family ceiling as envisaged in chapter II-B, West Bengal Land Reforms Act.
- 4) THAT the said piece or parcel of land or any part or portion thereof or any interest therein has not vested in and/or are or is neither acquired nor any notice has been served under the State of West Bengal Acquisition Act, 1956, or statutory modification there of or under the Urban Land (Ceiling and Regulations) Act, 1976 or any other law for the time being in force.
- 5) It is hereby declared that the land which described in the schedule hereinafter written is the self acquired property of the vendor and that he is not the benamder of anyone.
- 6) It is hereby declared that the purchaser has the absolute right to mutate its name to the proper authorities concerned in his name in respect of the present purchased land.
- 7) ALL THAT taxes, land revenue and impositions payable in respect of the said property up to date of these presents have been fully paid by the vendors and if any portion of such taxes, levies, impositions, etc. be found to have remained unpaid for the period up to the date hereof, the



same shall be deemed to be the liability of the vendor and realisable from the vendor.

- 8) THAT the vendors herein hereby declared that the schedule mentioned land is free from all encumbrances and the same is not the "Debattor" or "Pirattor" property in manner whatsoever and is not subject matter of any court case or not any litigation from any corners.
- 9) THAT the vendor herein has not taken any loan or financial benefits from any bank or financial institutions or any corners in respect of the schedule mentioned land.
- 10) It is transpired that the said property hereby sold conveyed transferred and assigned by the vendor if not free from all encumbrances as herein before covenants, the vendor shall be bound to refund to the purchaser the full consideration money paid hereunder together with the cost of the stamp registration charges and legal fees incurred by the purchaser herein together with damages which the purchaser herein may or may be suffered.

**AND** the vendor delivers this day khas possession of the said 15.60 sataks Sali land unto the purchaser.

# THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(The Land hereby sold and conveyed)

ALL THAT piece or parcel of revenue paying Rayat Swattiya Sali land measuring an area 15.60 sataks (Fifteen sataks and Sixty satakangsha) comprised in R.S. Dag Nos.- 1332, 1333, 1334 & 1335 [i.e.- measuring an area 07.40 sataks as his 0.2000 share out of total 37 sataks comprised in R.S. Dag No.- 1332 and measuring an area 04.60 sataks as his 1 Anna 6 Gonda 1 Kara 1 Kranti and 16 Til share out of total 56 sataks comprised in R.S. Dag No.- 1333 and measuring an area 01.20 sataks as his 0.2000 share out of total 06 sataks

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comprised in R.S. Dag No.- 1334 and measuring an area 02.40 sataks as his 0.2000 share out of total 12 sataks comprised in R.S. Dag No.- 1335,] under C.S. Khatian Nos.- 21, 711 & 712, and R.S. Hal Khatian No.- 299, Khanda Hal Khatian Nos.- 986, 1163 & 1164, and L.R. Khatian No.- 293 (in the name of Ahayat Box, the vendor herein) laying and situate at Mouza- **CHANDPUR CHAMPAGACHI**, J.L. No.- 48, Touzi No- 173, at present Touzi No.- 10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office- Bidhan Nagar (Salt Lake City), Pargana- KOLIKATA, in the District of North 24 parganas.

The sold area measuring 15.60 sataks which is shown in the annexed site plan or map and marked by bordered **RED** therein and which will be treated as a part of this Deed.

The annual proportionate rent will be paid as per State Govt. Rules and Regulations.

**IN WITNESS WHEREOF** the vendor has hereunto set and subscribed his respective hands and seals on the day, month and year first above written.

## SIGNED SEALED AND DELIVERED

By the vendor at Kolkata in presence of:-

1. Ajijur Raha man
s 10 Aref sti Mella
chang pur champa gachi
Rajarhat
2. Isak Golder
pana punas Chard pur

Shargas Box

SIGNATURE OF THE VENDOR.

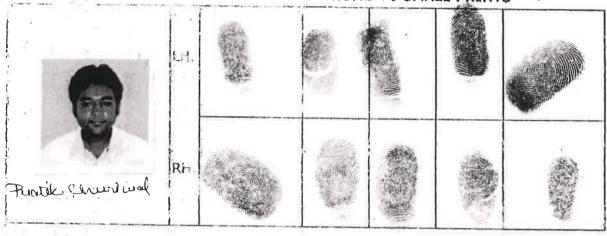


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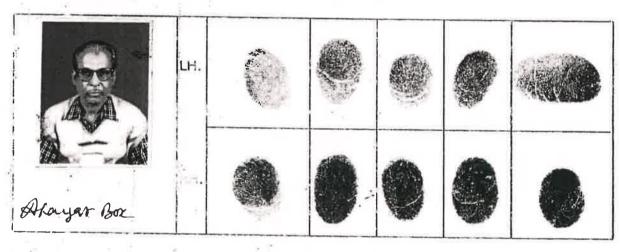
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## UNDER RULE 44A OF THE I.R. ACT 1908

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



TATTESTED: Fundic churius il



ATTESTED:- AKONSET BON



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03- IAN 2008

SITE PLAN OF LAND OF PART OF R.S DAG I	NO
1332,1333,1334 & 1335 AT MOUZA-CHAND	PUR ,
CHAMPAGAGHHI, J.L NO48, R.S NO145, UI	NDER C.S ,
KHATIAN NO712,711 & 21, HAL R.S KHAT	'IAN NO299,
KHANDA HAL-1163,1164 & 986,L.R KHATIA	N NO293 ,
P.S -RAJARHAT, DIST- NORTH 24 PARGANA	S .UNDER
CHANDPUR GRAM PANCHAYET.	SCALE-(1/*)=

NAME OF VENDEE :-

• Reference : -

NAME OF VENDOR'S :-

	LR	R.S.	AREA	
COLOR KH.NO.	DAG.NO	SOLD AREA	TOTAL LAND	
0	293	1332	07.40	37.00
0	293	1333	04.60	56.00
0	293	1334	01.20	06.00
Ō	293	1335	02.40	12.00
TOTA	L ARE	A OF L	AND 15.60	DEC(M/L)

NOTE :- ACCORDING TO R.S MAP BASED ON L.R. PROORDING & PHYSICAL POSITION.



91A BUS ROAD (P.W.D)

Alonger Box

DRAWN BY :-SK . SUBID ALI PEGD.NO. - 770



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## -: MEMO OF CONSIDERATION :-

**RECEIVED** with thanks from the within named purchaser, a sum of Rs. 12,29,090/- (Rupees Twelve Lac Twenty Nine Thousand and Ninety) only being the full consideration money of the said plot of and payment as per memo below.

-: MEMO:laid by by order No- 031673 on lated 03/01/08 of
HDFC Bonk (Salt Lake Brankh) for Rs. 8,00,000/- 8
laid by Cash \_\_\_\_\_ Rs. 4,29,090/
Tetal Rs 12,29,090/
CRupees Twelve Lac Twenty Nine thousand and Nine)
- only \_\_\_\_

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### WITNESSES:-

SIGNATURE OF THE VENDOR.

1. Apjus Raha man

\$10 Anef Ali Mollu
chandpur Champa gachi
Rejarhat

2. Ilak Golder
pana puhus Champar
Rajur hat Kal-95

DRAFTED BY:-

Sudiply Sarkar Advocati

Bevarat Judges. Carl. Err. 170, A2470/25150for

COMPUTER TYPED BY :-

M. E Islam. Of- Lauhati.



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

Registered in Book - I CD Volume number 2 Page from 8924 to 8935 being No 01635 for the year 2008.



(X) 25-April-2008 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS

West Bengal

