सो रूपर ONE HUNDRED RUPEES सत्यमेव जयत CHIRCHINDIA 189169 SEINDIA NON SUDICIALS পশ্চিমবাল पश्चिम बंगाल WEST BENGAL H 006982

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. THIS INDENTURE made this 17 day of June Two Thousand Ten BETWEEN (1) ISMAIL SARDAR, (2) ISRAIL SARDAR (3) IBRAHIM SARDAR, all sons of Eslam Ali Sardar, all residing at Purbapara Ward No. 48, Police Station - Sonarpur, District South 24-Parganas and (4) OSMAN ALI SARDAR, son of the Late Efajuddin Sardar, residing at Majerpara Ward No. 25, Police Station - Sonarpur, District South 24-Parganas, hereinafter jointly 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 heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND ELECT CONSTRUCTION PVT. LTD., a Company duly incorporated under the Companies Act, 1956, having its registered office at premises

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VICTOR MOSES & CO.

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Rahul Wyal.



Rapul Kyal.

Director

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# Government Of West Bengal Office Of the D.S.R.-IV SOUTH 24-PARGANAS

District:-South 24-Parganas

Endorsement For Deed Number : I - 04750 of 2010 (Serial No. 04155 of 2010)

### On 17/06/2010

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

Presented for registration at 17.52 hrs on :17/06/2010, at the Private residence by Rahul Kyal ,Claimant.

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

Execution is admitted on 17/06/2010 by

- 1. Ismail Sardar, son of Eslam Ali Sardar, Purbapara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession:----
- 2. Israil Sardar, son of Eslam Ali Sardar, Purbapara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession:----
- 3. Ibrahim Sardar, son of Eslam Ali Sardar, Purbapara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: ----
- 4. Osman Ali Sardar, son of Lt. Efajuddin Sardar, Majerpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste Muslim, By Profession: ----
- Rahul Kyal
   Director, Elect Construction Pvt Ltd, 55/1a,strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700007.
   , By Profession: ---

Identified By Sujit Ray, son of Lt. M.m Ray, 6,old Post Office St, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700001, By Caste: Hindu, By Profession: Service.

( Dulal Chandra Saha ) DISTRICT SUB-REGISTRAR-IV

### On 18/06/2010

### 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. 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) = 28798/-, E = 7/-, H = 28/-, M(b) = 4/- on 18/06/2010

### 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.-26.181791

// Dulal ChandraSaha )
DISTRICT SUB-REGISTRAR-IV

**EndorsementPage 1 of 2** 

18/06/2010 17:01:00



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

Endorsement For Deed Number: I - 04750 of 2010 (Serial No. 04155 of 2010)

Certified that the required stamp duty of this document is Rs.- 183283 /- and the Stamp duty paid as: Impresive Rs.- 100/-

### Deficit stamp duty

Deficit stamp duty Rs. 183283/- is paid, by the draft number 047088, Draft Date 18/06/2010, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 18/06/2010

( Dulal Chandra Saha ) DISTRICT SUB-REGISTRAR-IV

18/06/2010 17:01:00

(Dulal ChandraSaha )
DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

No. 55/1A, Strand Road, Police Station-Jorabagan, Kolkata-700 007, represented by their Director Rahul Kyal, hereinafter referred to as the **PURCHASER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

WHEREAS:

1. One Kayem Ali Sardar And others were lawfully seized and possessed of or otherwise well and sufficiently entitled to amongst others All That the piece and parcel of land containing an area of 8 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	6 Sataks
660	216	2 Sataks
000	TOTAL:	8 Sataks

(hereinafter collectively referred to as the said land).

- 2. The said Kayem Ali Sardar died intestate leaving him surviving his two sons namely Effajuddin Sardar and Faizuddin Sardar as his surviving legal heirs and legal representatives, who inherited amongst others All That the said land in their respective proportions.
- 3. The said Efajuddin Sardar died intestate leaving him surviving his widow namely Sukran Bibi, two sons namely Eslam Ali Sardar and Osman Ali Sardar and only daughter Noor Jahan Bibi as his surviving legal heirs, heiresses and legal representatives, who inherited amongst others All That the undivided part or share of the said Efajuddin Sardar in the said land in their respective proportions.
- 4. The said Faizuddin Sardar died intestate leaving him surviving his widow namely Golehar Bibi two sons namely Abdul Hakim Sardar and Abdul Hamid Sardar and five daughters namely Bahrun Nessa Bibi, Samsun Nessa Bibi, Sarifun Nessa Bibi, Sofiyan Nessa Bibi and Asiyan Nessa Bibi as his surviving legal heirs, heiresses and legal representatives, who inherited amongst others All That the undivided part or share of the said Faizuddin Sardar in the said land in their respective proportions.
- 5. By a Deed of Partition dated the 29th day of May 1959 made between the said Abdul Hakim Sardar & others therein jointly referred to as the party to the First Part, one Dwijendra Mohan Kundu therein referred to as the party to the Second Part, one Jamila Khatun Bibi therein referred to as the party to the Third Part and the said Sukran

Bibi, Eslam Ali Sardar, Osman Ali Sardar and Noor Jahan Bibi therein jointly referred to as the party to the Fourth Part and registered with the Sub Registrar Baruipur in Book No.I Volume No.67 Pages 1 to 12 Being No.4974 for the year 1959, the said Sukran Bibi, Eslam Ali Sardar, Osman Ali Sardar and Noor Jahan Bibi to the exclusion of others were jointly allocated amongst others All That the said land.

- 6. By a Bengali Kobala (Deed of Sale) made between the said Noor Jahan Bibi therein referred to as the Vendor of the One Part and the said Eslam Ali Sardar and Osman Ali Sardar therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Baruipur in Book No.I Volume No.76 Pages 172 to 178 Being No.5561 for the year 1964, the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the undivided part or share in the said land more fully and particularly described in the Schedule thereunder written, absolutely and forever.
- a Bondobostopatra/Paribarik Babostapatra (Deed Settlement/ Family Settlement) dated the 23rd day of November, 1981 made between the said Sukran Bibi therein referred to as the Settlor of the One Part and one Ismail Sardar and Israil Sardar therein jointly referred to as the Settlees of the Other Part and registered with the Sub-Registrar Sonarpur in Book No.I Volume No.78 Pages 83 to 90 Being No.5229 for the year 1981, the Settlor upon certain terms and conditions therein contained granted, transferred, conveyed, assigned and assured unto and in favour of the said Settlees therein amongst others All That the piece and parcel of land containing an area of 1.0025 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Police Station Sonarpur in the then District 24-Parganas comprised in :-

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	1 Sataks
660	216	.0025 Sataks
	TOTAL:	1.0025 Sataks

more fully and particularly described in the Schedule thereunder written

8. By a Deed of Partition dated the 28th day of October 1988 made between the said Eslam Ali Sardar therein referred to as the party to the First Part, the said Osman Ali Sardar therein referred to as the party to the Second Part, the said Sukran Bibi therein referred to as the party to the Third Part and the said Ismail Sardar and Israil Sardar therein jointly referred to as the Confirming Parties and registered with the Cub Registrar Baruipur in Book No.I Volume No.290 Pages 1 to 17 Being No.12311 for the year 1988, the said Eslam Ali Sardar to the exclusion of the said Osman Ali Sardar and Sukran Bibi and with the concurrence of the Confirming Parties therein was allocated amongst others All That the

piece and parcel of land containing an area of 4 Sataks be the same a little more or less, therein wrongly mentioned as 5 Sataks, situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	2 Sataks
	216	2 Sataks
660	Total:	4 Sataks

and the said Osman Ali Sardar to the exclusion of the said Eslam Ali Sardar and Sukran Bibi and with the concurrence of the Confirming Parties therein was allocated amongst others All That the piece and parcel of land containing an area of 3 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	3 Sataks
031	Total:	3 Sataks

9. By a Bengali Danpatra (Deed of Gift) dated the 12<sup>th</sup> day of September 1995 made between the said Eslam Ali Sardar therein referred to as the Donor of the One Part and the said Ismail Sardar, Israil Sardar and Ibrahim Sardar therein jointly referred to as the Donees of the Other Part and registered with the Additional District Sub-Registrar Sonarpur in Book No.I Volume No.79 Pages 167 to 175 Being No.5140 for the year 1995, the Donor therein out of his natural love and affection lowards his sons therein made a free and absolute gift in respect of amongst others All That the piece and parcel of land containing an area of 4 Sataks be the same a little more or less, wrongly mentioned as 5 Sataks therein, situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	2 Sataks
	216	2 Sataks
660	Total:	4 Sataks

more fully and particularly described in the schedule thereunder written.

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10. Thus the said Ismail Sardar, Israil Sardar and Ibrahim Sardar are seized and possessed of or otherwise well and sufficiently entitled to amongst others All that the piece and parcel of land containing an area of 5 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	Area 3 Sataks	
657	214		
660	216	2 Sataks	
	TOTAL:	5 Sataks	

in their respective proportions as afore-recited and the said Osman Ali Sardar is seized and possessed of or otherwise well and sufficiently entitled to amongst others All That the piece and parcel of land containing an area of 3 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the then District of 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	Area
657	214	3 Sataks
-	Total:	3 Sataks

free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts whatsoever nature (hereinafter collectively referred to as **the said land**).

- 11. The recording of the names as also the shares and/or areas of the Vendors and their respective predecessors-in-title in respect of the said land in the Land Reforms Record of Rights are erroneous and not based upon the succession as aforesaid and thus requires rectification.
- 12. The Vendors have agreed to sell said land and the Purchaser has agreed to purchase All That the said land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts of whatsoever nature at and for the consideration of Rs.22,36,000/- (Rupees Twenty Two Lacs Thirty Six Thousand only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.22,36,000/(kupees Twenty Two Lacs Thirty Six Thousand only)of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and

every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendors do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land containing an area of 8 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 Police Station Sonarpur in the District of South 24-Parganas comprised in:

R.S. Dag	R.S. Khatian Nos.	L.R. Dag Nos.	L.R. Khatian Nos.	Area
Nos.		690	315 & 350	6 Sataks
657	214	The Control of the Co		2 Sataks
660	216	693	-do-	8 Sataks
			TOTAL:	8 Salaks

as more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter collectively referred to as the said land) OR HOWSOEVER OTHERWISE the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all boundary walls areas sewers drains ditches ancient and other rights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appurtaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendors into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom they may procure the same without any action or State TO HAVE AND TO HOLD the said land hereby sold granted, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendors do and each of them doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendors or their predecessors-in-title done or executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to defeat, encumber or make void the same AND THAT TWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser

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shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as moresaid AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said 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 or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

### THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 8 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Police Station Sonarpur in the District of South 24-Parganas comprised in:

R.S. Dag Nos.	R.S. Khatian Nos.	L.R. Dag Nos.	L.R. Khatian Nos.	Classific- ation	Area
657	214	690	315, 350 & 1253	Danga	6 Sataks
660	216	693	-do-	-do-	2 Sataks
000				Total:	8 Sataks

and butted and bounded in the manner following:-

ON THE NORTH

By R.S. Dag No. 659;

ON THE EAST

By R.S. Dag No. 658;

ON THE SOUTH

By R.S. Dag No. 485 and

ON THE WEST

By R.S. Dag Nos. 656 and 250' wife road bypass.

\* 10.4.2. \_

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<u>IN WITNESS WHEREOF</u> the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED

by the **VENDORS** at Kolkata in the presence of:

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Kumakhali

P.S. Sonanper.

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**SIGNED and DELIVERED** by the **PURCHASER** at Kolkata in the presence of :

Sugel- Ley Amer Al. Smily Rabul Wyals

Director

Deafted by:

Suplated Randpopulmons

As a late

Victor Mars & Co.

6,000 Pour office Street,

Kolkata.

RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs.22,36,000/- (Rupees Twenty Two Lacs Thirty Six Thousand only) being the full consideration money as per Memo below:-

### MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK/BRANCH	AMOUNT
05.06.2010	189056	Indian Overseas Bank Posta Branch, 45-A, Adya Sradhya Ghat Road, Kolkata-700 007	Rs. 7,36,000/-
05.06.2010	189055	-Do-	Rs. 4,00,000/-
05.06.2010	189054	-Do-	Rs. 4,00,000/-
05.06.2010	189053	-Do-	Rs. 4,00,000/-
05.06.2010	189059	-Do-	Rs. 3,00,000/-
		Total:	Rs. 22,36,000/

## (RUPEES TWENTY TWO LACS THIRTY SIX THOUSAND ONLY).

WITNESSES:

Amer Ac. Smily

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## SPECIMEN FORM FOR TEN FINGERPRINTS

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# SPECIMEN FORM FOR TEN FINGERPRINTS

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	Thumb	Fore	Middle (right	Ring Hand)	Little
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	Thumb	Fore	Middle	Ring Hand)	Little

SITE PLAN OF R. S. DAG NO.-657 AND 660, L. R. DAG NO.-690 AND 693, AT MOUZA- KUMRAKHALI, J. L. NO.- 48, UNDER L. R. KHATIAN NO.- 315, 350 AND 1253, P. S. SONARPUR, WARD NO.-27, RAJPUR SONARPUR MUNICIPALITY

SCALE - L\* NOT STATED

10 487 OF PACE 250' - 0" WIDE E. M. BYE PASS E.S. DAGAO, 658 P. S. DACAO, 657 PARTOFR.S. DAG NO. 655 2. DACHO. ASS 25. DAG 140-656 PART OF R.S. DAGNO-631 PART OF R.S. DAG NO. 489 

ELECT CONSTRUCTION PVT. LTD.

Director

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE VENDORS

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

Registered in Book - I CD Volume number 17 Page from 225 to 241 being No 04750 for the year 2010.



(Panchali Munshi) 21 June-2010 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal