

13290

12/52/14



पश्चिम बंगाल
4.30

पश्चिम बंगाल WEST BENGAL

12/52/14

B 440713

Certified that the document is admitted to registration. The signature sheet/sheets & the encumbrance sheet/sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

07 NOV 2014

SALE DEED

THIS SALE DEED IS made this 3rd day of November
Two Thousand and Fourteen -

103677

A. K. Chowdhary & Co.
Advocates

10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

| | |
|---------------------------|---|
| NAME | Room No. 21, 1 st Floor, Kol-1 |
| ADD | |
| Rs. | 5,000/- |
| 31 OCT 2014 | |
| SUDANJAN MUKHERJEE | |
| Licensed Stamp Vendor | |
| C. C. Court | |
| 2nd B. S. Roy Road, Kol-1 | |

FOR

- Rishi Agarwal



2473

31 OCT

FOR

Summa Apparent Pvt. Ltd

Rishi Agarwal

Director



2474

সম্মা অ্যাপারেন্ট প্রাইভেট লিমিটেড
ব: রিষি অ্যাগরওয়াল



2475



Additional District Sub-Registrar.
Rajahat, New Town, North 24-Pgs.

03 NOV 2014

সম্মা অ্যাপারেন্ট প্রাইভেট লিমিটেড
ব: রিষি অ্যাগরওয়াল

BETWEEN

SANTIBALA MANDAL, wife of Shib Charan Mendal, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at Village Thakdari, P.O. Krishnapur, P.S. Rajarhat, District 24 Parganas, hereinafter referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND M/S. TARAMA APARTMENT PVT. LTD.**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 33A, Chandranath Chatterjee Street, P.S. Bhawanipore, Kolkata 700025, PAN No. AACCT8500F, represented by its director namely **Rishi Agarwal**, son of Dinesh Agarwal, by faith Hindu, working for gain 33A, Chandranath Chatterjee Street, P.S. Bhawanipore, Kolkata 700025, PAN No. ARPPA9098Q hereinafter referred to as "**THE PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART AND (1) GAUTAM MANDAL**, son of Late Kalipada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Village Pranatik Para, Mahishbathan 2 No., P.S. Rajarhat, District 24 Parganas (N), **(2) SHAMBHU NATH MONDAL**, son of Late Kalipada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Village Thakdari, P.S. Rajarhat, District 24 Parganas (N), hereinafter referred to as "**THE CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS Khagendra Nath Mondal, Nagendra Nath Mondal, Jogendra Nath Mondal, Ratan Chandra Mondal, Kamala Kanta Mondal, Durga Das Mondal and Sunil Kumar Mondal were recorded owner of land admeasuring 34 Sataks i.e. 5 Sataks in R.S. Dag No. 99, 10 Sataks in R.S. Dag No. 100 under R.S. Khatian No. 266, and 19 Sataks in R.S. Dag No. 638/978, under R.S. Khatian No. 151 of Mouza Thakdari, J.L. No. 19, P.S. Rajarhat, District 24 Parganas (N).

AND WHEREAS by a Sale Deed dated 19.09.1987 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. I, Volume No. 108, Pages 335 to 364, being no. 5331 for the year 1987 said Khagendra Nath Mondal, Nagendra Nath Mondal, Jogendra Nath Mondal, Ratan Chandra Mondal, Kamala Kanta Mondal, Durga Das Mondal and Sunil Kumar Mondal sold, transferred and conveyed all that piece and parcel of land admeasuring 34 Sataks i.e. 5 Sataks in R.S. Dag No. 99, 10 Sataks in R.S. Dag No. 100 under R.S. Khatian No. 266,

and 19 Sataks in R.S. Dag No. 638/978, under R.S. Khatian No. 151 of Mouza Thakdari, J.L. No. 19, P.S. Rajarhat, District 24 Parganas (N), unto and in favour of Anil Mondal.

AND WHEREAS by a Sale Deed dated 20.09.1991 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar and recorded in Book No. I, Volume No. 148, Pages 63 to 68, being no. 8179 for the year 1991 said Anil Mondal sold, transferred and conveyed all that piece and parcel of land admeasuring 2 Cottahs be the same a little more or less out of 19 Decimals (Sataks) lying and situated at Mouza Thakdari, J.L. No. 19, in R.S. Dag No. 638/978, under R.S. Khatian No. 151, P.S. Rajarhat, District 24 Parganas (N), unto and in favour of Barun Naskar, son of Late Manmotha Naskar.

AND WHEREAS by a Sale Deed dated 04.12.2002 which was duly registered with the office of the District Sub Registrar -II at Barasat and recorded in Book No. I, Volume No. 35, Pages 367 to 377, being no. 01343 for the year 2003 said Barun Naskar, son of Late Manmotha Naskar, sold, transferred and conveyed all that piece and parcel of land admeasuring 2 Cottahs be the same a little more or less out of 19 Decimals (Sataks) lying and situated at Mouza Thakdari, J.L. No. 19, in R.S. Dag No. 638/978, under R.S. Khatian No. 151, P.S. Rajarhat, District 24 Parganas (N), unto and in favour of Santibala Mandal, wife of Shib Charan Mondal.

AND WHEREAS in the manner aforesaid the Vendor herein is the Owner of **ALL THAT** piece and parcel of Land admeasuring 2 Cottahs be the same a little more or less out of 19 decimals lying and situated at Mouza Thakdari, J.L. No. 19, R.S. & L.R. Dag No. 638/978, under R.S. Khatian No. 151, Classified as Sali land, under Mahishbathan 2 No. Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, hereinafter referred to **SCHEDULE** property and is in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS since then the Vendor herein has been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for their aforesaid property.

AND WHEREAS the Confirming parties herein relinquish, discharge this right, title and interest forever and in future they shall not claim in any manner whatsoever and whomsoever.

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendor has not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendor nor any such notice has been published.

AND WHEREAS after being satisfied with the right, title of the property under reference not to raise any question, the Owner/Vendor herein has agreed to sell and the Purchaser has agreed to purchase of **ALL THAT** piece and parcel of land admeasuring 2 Cottahs be the same a little more or-less out of 19 decimals lying and situated at Mouza Thakdari, J.L. No. 19, R.S. & L.R. Dag No. 638/978, under R.S. Khatian No. 151, Classified as Sali land, under Mahishpathan 2 No. Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, being the **SCHEDULE** property hereunder written at or for a total consideration of Rs. 20,00,000/- (Rupees Twenty Lac) only, the said Schedule property is free from all encumbrances, attachments, liens and lispensens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 20,00,000/- (Rupees Twenty Lac) only paid by the Purchaser herein to the Owner/Vendor herein at or before the execution these presents, the receipt whereof the Owner/Vendor herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever **ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE** the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances **WHATSOEVER** to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendor at law and in equity into, upon, over and concerning the said properties or any part thereof **AND ALL** the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever **TOGETHER WITH ALL** the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendor or any other person and persons from whom he may procure the same without any action or suit and **TO HAVE AND TO HOLD** the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Owner/Vendor or their ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owner/Vendor are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispendens and adverse claim **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Vendor or are ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendor are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and

conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever aforesaid the Owner/Vendor has good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owner/Vendor or any person or persons lawfully and equitably claim under or in trust for the Owner/Vendor or are ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owner/Vendor, their ancestors or predecessors-in-title **AND FURTHER** the Owner/Vendor covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust **AND** the Owner/Vendor and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-in-interest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and persons claiming under them and the Owner/Vendor shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed **AND FURTHER** the Vendor inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendor as to protection and indemnity against any possible claim by any persons if he is discovered to be still alive or became the Owner of the schedule property, the Vendor do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendor have in themselves good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser herein in the manner aforesaid.
2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.
3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendor herein.
4. That Vendor 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 further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.
5. The Vendor do hereby certify that the said properties, under **SCHEDULE** is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land admeasuring 2 Cottahs be the same a little more or less out of 19 decimals lying and situated at Mouza Thakdari, J.L. No. 19, R.S. & L.R. Dag No. 638/978, under R.S. Khatian No. 151, Classified as Sali land, under Mahishbathan 2 No. Gram Panchayet, P.S. Rajarhat, District North 24-Parganas. Which is butted and bounded as follows:-

| | |
|--------------|----------------------------|
| ON THE NORTH | : By land of Anil Mondal |
| ON THE SOUTH | : By land of Bancha Naskar |
| ON THE EAST | : By land of Fani Mondal |
| ON THE WEST | : By land of Jatin Naskar |

IN WITNESS WHEREOF the parties have subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor in the presence of
WITNESSES:

1. *[Handwritten signature]*
[Handwritten signature]

2. *[Handwritten signature]*
[Handwritten signature]

[Fingerprint]
[Handwritten signature]
[Handwritten signature]

VENDOR

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of
WITNESSES:

1. *[Handwritten signature]*

2. *[Handwritten signature]*

Casearia Appartment Pvt. Ltd.
[Handwritten signature]
Director

PURCHASER

SIGNED, SEALED AND DELIVERED

by the Confirming Party in the presence of
WITNESSES:

1. *[Handwritten signature]*

2. *[Handwritten signature]*

[Fingerprint]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

CONFIRMING PARTY

Read over and explained in Bengali
by me to the Executant.

Drafted by me
Mou Sarkar.

Advocate

High Court, Calcutta

RECEIPT

Received a sum of Rs. 20,00,000/- (Rupees Twenty Lac) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:


MEMORANDUM OF CONSIDERATION

| Cherue No. | Dated | Bank | Amount |
|------------|------------|--------------------|-------------|
| 421357 | 20/10/2014 | I.N.G. Baisya | 1,00,000/- |
| 192111 | 31/10/2014 | Standard Chartered | 19,00,000/- |

Total **Rs. 20,00,000/-**
 (Rupees Twenty Lac) only.

Witnesses :-

1. *[Handwritten signature]*


[Handwritten signature]
[Handwritten signature]

VENDOR

2. *[Handwritten signature]*



SPECIMEN FORM FOR TEN FINGERS PRINT



Rishi Agaswal

| | | | | |
|---------------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Nagesh Nishad



| | | | | |
|---------------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Nagesh Nishad



| | | | | |
|---------------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Nagesh Nishad

| | | | | |
|---------------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 12152 of 2014
(Serial No. 13290 of 2014 and Query No. 1523L000023146 of 2014)

On 03/11/2014

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

Presented for registration at 16.30 hrs on :03/11/2014, at the Private residence by Rishi Agarwal, Claimant.

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

Execution is admitted on 03/11/2014 by

1. Santibala Mandal, wife of Shib Charan Mondal , Thakdari, Krishnapur,, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
2. Gautam Mandal, son of Lt. Kalipada Mondal , Pramanik Para, Mahishbathan 2 No, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
3. Shambhu Nath Mondal, son of Lt. Kalipada Mondal , Thakdari, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
4. Rishi Agarwal
Director, M/s. Tarama Appartment Pvt. Ltd., 33 A, Chandranath Chatterjee Street, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : Others

Identified By Shib Charan Mondal, son of Lt. Sudhir Mondal, Thakdari, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700102, By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
Additional District Sub-Registrar

On 07/11/2014

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 Draft

Rs. 22014/- is paid , by the draft number 563274, Draft Date 03/11/2014, Bank Name State Bank of India, High Court Kolkata, received on 07/11/2014

(Under Article : A(1) = 22000/- ,E = 14/- on 07/11/2014)

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.-20,00,001/-

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
(Debasish Dhar)
Additional District Sub-Registrar

7 NOV 2014



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 12152 of 2014
(Serial No. 13290 of 2014 and Query No. 1523L000023146 of 2014)

Certified that the required stamp duty of this document is Rs.- 100020 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 95040/- is paid , by the draft number 563273, Draft Date 03/11/2014, Bank :
State Bank of India, High Court Kolkata, received on 07/11/2014


(Debasish Dhar)
Additional District Sub-Registrar

Additional District Sub-Registrar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 375 to 389
being No 12152 for the year 2014.




(Debasish Dhar) 07-November-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal