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KA GROUP

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 144588

DEED OF SALE.

Valued at Rs. 24,15,625/-only.

THIS DEED OF SALE is made this 12th day of
December, in the year 2007, **B E T W E E N**

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Additional District Sub Registrar
Bichanagar (Sai Lake Club)

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4906 Brikheshwar
 by report
 Samir Mondal

VC
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4906 Brikheshwar Mondal
 by report
 Samir Mondal



4906 Brikheshwar Mondal
 Samir Mondal
 G/O Late Gopal ch. Paul.
 Vill 48.0 - Chaulpanchurie
 Kef - 59.

Additional District Sub Registrar
 Bhatnagar Well Lake Circle

2 DEC 2007

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SMT BRIHASPATI MONDAL wife of Sri Gopal Chandra Mondal by faith Hindu, by nationality Indian, by occupation house wife, residing at Village-:Chaukpanchuria, P.S-Rajarhat, Dist North 24 Parganas hereinafter called 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, assigns and/or nominees) of the **ONE PART.**

A N D

ULTIMATE BUILDCON (P).LTD a private limited company registered under the Companies Act, 1956, having its registered office at 52, Weston Street, 4th Floor, Kolkata-700012 represented by its authorized signatory Sri Rabi Singha Roy, son of Late Ganesh Singha Roy hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director or directors, authorized signatories, office bearers, assigns and / or nominee or nominees) of the **OTHER PART.**

WHEREAS , by a registered deed of patter executed and registered at the office of the A.D.S.R, COSSIPUR DUM DUM of undivided 24 Parganas, copie in Book No-1, Volt No- 21, Pages- 97 – 98 , being No-1474 for the year 1937 on Momothnath Sardar since deceased and one Puti Moni Dasi since deceased

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jointly obtained a Mourashi Mokarari Bandabasta from one Tinkari Chattapadhaya in respect of a plot of shali land measuring about 16 decimal or 09katta-10chattak-27sft comprised under the C.S DAG NO – 334 in the C.S KHATIAN NO – 328 at MOUZA- CHAUKPANCHURIA, J.L NO – 33, P.S – RAJARHAT, DIST-UNDIVIDED 24 PARGANAS and during the period of revisional settlement of the Govt. of the W.B said Momothnath Sardar and Puti Moni Dasi since deceased had recorded their respective names in the R.S.R.O.R under the R.S DAG NO – 348/1066 in the R.S KHANDA KHATIAN NO - 376 in respect of the said plot of land and had been possessing the same free from all encumbrances, charges, liens, attachments, impedances, claims and or demands whatsoever.

AND WHEREAS , while possessing the aforesaid plot of land said Momothanath Sardar and Puti Moni Dasi since deceased died intestate leaving behind them one Maha Rani Dasi as the sole wife of said Momothnath Sardar and sole daughter of said Puti Moni Dasi; and said Maha Rani Dasi as per the law of inheritance and succession inherited the aforesaid plot of land measuring about 16 decimal or 09katta- 10 chattak-27 sft and had been possessing the same free from all encumbrance, charges, attachments, claims and / or demands whatsoever. During the recent settlement of the GOVT. OF W.B said Maha Rani Dasi has recored her name in the L.R KHATIAN NO – 1290 under the R.S DAG NO – 348/1066 corresponding to R.S DAG NO – 348/1066 and R.S KHANDA KHATIAN NO- 376 at the aforesaid mouza , ploice station and Dist-North 24 Pargnas and has been possessing the same free from all encumbrances, charges, attachments, liens, impedances, claims and/ or demands whatsoever.

AND WHEREAS , by a registered deed of sale executed and registered at

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the office of the A.D.S.R Bidhannagar, Salt Lake City said Maharani Dasi the vendor therein has granted, sold, conveyed and transferred to Brihaspati Mondal the Purchaser therein and the VENDOR herein ALL THAT the aforesaid plot of land shali land measuring about 16 decimal or 09 katta-10chattak-27 s.ft under the L.R DAG NO – 348/1066, in the L.R KHATIAN NO – 1290, at MOUZA- CHAUKPANCHURIA, J.L NO – 33, TOUZI NO –145, P.S – RAJARHAT, DIST- NORTH 24 PARGANAS absolutely and forever free from all encumbrances, charges, attachments, liens, impedances, claims and or demands whatsoever.

AND WHEREAS, *in consequence to the aforesaid purchase Brihaspati Mondal the VENDOR herein has absolutely owned, seized and possessed of and or otherwise well and sufficiently become entitled to the aforesaid plot of land measuring about 16 decimal or 09 katta-10chattak-27 s.ft free from all encumbrances, attachments, charges, liens, impedances claims and/or demands whatsoever having full right and absolute power to transfer in any manner to any body if any.*

AND WHEREAS , *on this day of 12th of December, 2007 Smt Brihaspati Mondal the VENDOR herein has executed two separate deed of sale by which she has granted, sold, conveyed and transferred two plots of land each measuring about 5.33 decimal or 03katta-03 chattak-24 sft out of the aforesaid plot of land measuring about 16 decimal or 9katta-10chattak-27 sft unto and in favor of the 1). Success Tower Private Limited Company and 2). Moon Light Buildcon Private Limited Company respectively and presenting the same for its registration today.*

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AND WHEREAS, due to urgent need of money the remaining plot of land measuring about 5.33 decimal or 03katta-03chattak-27sqft comprised under the L.R DAG NO – 348/1066, in the L.R KHATIAN NO - 1290 at the aforesaid mouza of Chaukpanchuria, J.L No- 33, P.S-Rajarhat, under the Gram Panchayat of Patharghata , Dist North 24 Parganas particularly mentioned and described in the schedule hereunder and delineated in the MAP OR PLAN in RED boarder and hereinafter referred to as the Said plot of land which the VENDOR herein has agreed to sell and the PURCHASER herein has agreed to purchase the same absolutely and forever free from all encumbrances, charges, attachments, liens, impedances , lies pendance, claims / or demands whatsoever at or for a consolidated consideration of Rs.24,15,625/- only which the VENDOR herein doth hereby admit acknowledge and confirm.

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consolidated consideration of **Rs.24,15,625 /-** (**RUPEES TWENTY FOUR LACS FIFTEEN THOUSAND SIX HUNDRED TWENTY FIVE**)only truly paid by the **PURCHASER TO VENDOR** at & before the execution of this presents (the receipt whereof the **VENDOR** doth hereby as well as by the receipt hereunder written admitted, and acknowledged and of and from the same and every part thereof doth hereby acquit release and forever discharged the **PURCHASER** and the 'said plot of land' hereby absolutely and indefeasibly grant, convey, sell and transfer, assign and assure unto and in favor

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of the **PURCHASER ALL THAT** piece and parcel of the "Said plot of land measuring about 5.33 decimal or 03katta-03chattak-27sqft comprised under the L.R DAG NO – 348/1066, in the L.R KHATIAN NO - 1290 at the aforesaid mouza of Chaukpanchuria, J.L No- 33, P.S-Rajarhat, under the Gram Panchayat of Patarghata ,Dist North 24 Parganas which is morefully described in the schedule hereunder written and hereinafter referred to as the "Said Plot of Land "particularly delineated in the **MAP in RED** boarder **OR HOWSOEVER OTHERWISE** the "Said Plot of Land " or any part heretofore were or was now are or is situate, tenanted, butted and bounded , called, known, numbered, described, distinguished, **TOGETHER WITH ALL** erections walls, boundaries, pits areas, court yards, sanitary connections, electricity connection, fittings and fixtures, drains,swears,paths, passages, ways , **AND ALL** manner of formal or other rights, liabilities, advantages, emoluments, appendages, appurtenances easements, privileges, emoluments whatsoever to the "Said Plot of Land " or any part thereof belonging or anywise appurtenant or which the same or any part thereof now are or is or any time hereto fore were or was held, used, occupied enjoyed, reputed to belong or to be appurtenant thereto and the reversion or reversions, remainder or remainders, **AND** the rents, issues, profits thereof **AND ALL** the estates, rights, title, interest, use possession claims or demands whatsoever both in law or in equity of the **VENDOR** into and upon the "Said Plot of Land " or any part thereof **TOGETHER WITH ALL** deeds pastas, muniments, writings, evidences on title in any wise relating to the said plot of land or any part thereof which now or hereunder or hereinafter shall or may be

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in the custody or power or possession of the **VENDOR** or which the **VENDOR** can procure without any action in any suit in law or in equity **TO HAVE AND TO HOLD** the said plot of land or property **AND ALL AND SINGULAR** other the "Said Plot of Land" granted, conveyed and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH ALL** rights, interests, emoluments, appendages, appurtenances unto and to the use of the **PURCHASER** absolutely And forever free from all encumbrances, attachments, charges, liens, lispendance, claims or demands whatsoever. **AND THE VENDOR DOTH HEREBY COVENANTED WITH THE PURCHASER AS FOLLOWS-:**

1. **That** notwithstanding any thing, act, deed, matter, by the **VENDOR** done executed or suffered to the contrary, the **VENDOR** are absolutely owned, seized, and possessed of and or otherwise well and sufficiently become entitled to the 'said plot of land' as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said property and every part thereof.

2. **That** notwithstanding as aforesaid the **VENDOR** now hath in good right, full power and absolute authority and indefeasible title to grant, sell and transfer convey, assign and assure **ALL AND SINGULAR THE** "Said Plot of Land" hereby granted, sold, transferred conveyed, assigned and assured or expressed or intended so to be unto and to the use of the **PURCHASER** in the manner as aforesaid according to the true intent and meaning of this presents.

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3. That the PURCHASER shall or will or may from time to time and all time hereafter peaceably and quietly enter into hold, possess and enjoy the "Said Plot of Land" hereby granted, conveyed and received and to take the rents, issues and profits thereof and every part thereof without any lawful trouble, hindrances, disturbances, evictions, interruptions, claims or demands whatsoever from or by the **VENDOR** or persons claiming under or from or trust for the **VENDOR**.

4. That free and clear, freely and clearly absolutely acquitted, exonerated discharged, and released or otherwise at the cost of the **VENDOR** well and sufficiently saved defended, kept harmless and indemnified of and assign **AND ALL** manner of other charges, mortgages, liens, lispendences, attachments, encumbrances, whatsoever created by the **VENDOR**.

5. That the **VENDOR** and all persons claiming any estate, rights, interests, claims or demands whatsoever both in law or in equity into or upon the said property hereby granted, sold, conveyed, transferred assigned, assured, or expressed, or intended so to be or any part thereof through or under in trust for the **VENDOR** or any other person aforesaid shall or will or may from time to time and at all time hereafter at the request and costs of the **PURCHASER** and does and execute all such assurances, acts, deeds, matters, things, for further better and more effectual granting selling, transferring and assuring the said property and every part thereof unto and to the use of the **PURCHASER** will or may reasonably required.

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6. That the 'said plot of land' is not affected by any attachment including the attachment under the Certificate case or proceedings started at the instances of the Income Tax Authority or other Govt. Authorities under the Public Demand Authority Act or otherwise whatsoever and no Certificate case or proceedings pending against the **VENDOR** for realization of arrear under the said Act or any other Act for the time being in force and the said property is not affected by any notice or scheme of acquisition of the Govt. of West Bengal or any other local municipality or public body or body corporate and no declaration has been made or published for the acquisition of the said property or any part thereof under the Acquisition Act or any other Act for the time being in force .

7. That the **VENDOR** has not at any time done or executed or knowingly suffered or been part to any act deed, things, or matters, whereby and where under the 'said plot of land' together with all easement right thereto hereby sold, granted, conveyed or expressed or so to be or any part thereof is or may be impeached or encumbered or affected in title or otherwise .

8. That the **PURCHASER** herein shall be free, clear, absolutely discharged saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, lispendances, attachments, debts, requisitions, or trusts claims, or demands whatsoever created occasioned or made by the **VENDOR** or any person or persons lawfully or equitably claiming as aforesaid.

9. That the **VENDOR** also declares and confirms that they are in kash and vacant possession of the "Said Plot of Land" and every part thereof

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TOGETHER WITH all easements right accrued thereon and no one else has any right or interest therein or any part or portion thereof as occupant or otherwise.

10. That the VENDOR hereby further covenants with the **PURCHASER** that in the event of his being any defect in the title and or any claim from any third party or any of the representation is found to be incorrect or false, the **VENDOR** shall cause such defect to be remedied, removed and have agreed to keep the **PURCHASER** saved kept harmless, and fully indemnified, from all costs, claims, charges, actions, suits and proceedings .

11. That the VENDOR hereby declares and confirms that she does not hold any excess vacant land within the provisions of the W.B.L.R.Act,1956 and also under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 as amended up to date .

12. That the VENDOR further covenants with the **PURCHASER** that the **VENDOR** will provide all necessary helps, actions, and assistances, to the **PURCHASER** to deliver the peaceful vacant possession of the said property at or before the execution of this presents or deed of sale .

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SCHEDULE OF THE "SAID PLOT OF LAND"
:: AS ABOVE REFERRED TO::

ALL THAT a piece and parcel of a plot of land recorded classification is SALI, measuring about 5.33 decimal or 03(THREE)Katta- 03(THREE)Chattak- 24(TWENTY FOUR) Sq.Ft. along with all the easement right of 14'ft wide Panchayat Road situate at MOUZA- CHAUKPANCHURIA, J.L NO – 33, under the L.RDAG NO – 348/1066, in the L.R KHATIAN NO – 1290, within the jurisdiction of the Patharghata Grampanchayat, P.S – RAJARHAT, DIST- NORTH 24 PARGANAS which is butted and bounded as follows-:

ON THE NORTH –: R.S DAG NO - 348

ON THE SOUTH -: PART OF R.S/L.R DAG NO-348/1066.

ON THE EAST- :14' FT WIDE PANCHAYAT ROAD.

ON THE WEST- : PART OF THE R.S/L.R DAG NO – 350.

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IN WITNESSES WHEREOF the **VENDOR** has set and subscribed their respective hands, seal and signatures/THUMB on the day month and year as above written in presence of the following witnesses.

WITNESSES

1) Goutam Kumar
Street Haripur, ...
No. 1, ...
Kt, ...

2) Ma Asef
M.D. ABDUR. RASHID
810 M.D. ABDUL Hamid
r/h-100 glee 20/59



BRINASPATI Mondul
by the phone of
SAM R Mondul

**SIGNATURE OF THE
VENDOR**

DRAFTEED & PREPARED BY ME.

SK Mehbubar Rahman

SK MEHBUBAR RAHMAN.

ADVOCATE.

F-2445/2463/02

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MEMO OF CONSIDERATION

I the VENDOR herein has received the consolidated sum of Rs.24,15,625/- (RUPEES twenty four lacs fifteen thousand six hundred twenty five) only as the consideration of this deed of sale from the PURCHASER as per the following memo and I am signing this memo consideration by putting my thumb in presence of following witnesses on the day month and year as above written.


			AMOUNT
1. P.O NO - 010666	dt 12-12-07	AXIS BANK LAKE TOWN BRANCH WOL-89	Rs. 9,00,000 only
2. P.O NO - 010667	dt 12-12-07	do	Rs. 9,00,000 only.
3. P.O NO - 010670	dt 12-12-07	do	Rs. 5,00,000 only
	Lash		= Rs. 1,15,625 only

TOTAL = RS.24,15,625 /-ONLY

WITNESSES

1). Ghatangpatteng
S/o. Attangpatteng
M/s. 59

2) Md Aseem
M.D. ABDUL RASHID
S/o MD ABDUL HAMID
Village Cele
20159


by the power of
BRIHASPATI Mundeel
GAMR Mohdaz

SIGNATURE OF THE VENDOR.

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-06865 of :2007
(Serial No. 10413, 2007)

, Mohisgote, recieved on :13/12/2007. 3.Rs 40800/- is paid by the draft no. :694706, Draft date:13/12/2007, Bank name:STATE BANK OF INDIA, Mohisgote, recieved on :13/12/2007.

Name of the Registering officer : **Nurul Amin Khan**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**



[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR
Govt. of West Bengal

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-06865 of :2007
(Serial No. 10413, 2007)

On 12/12/2007

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.13 on :12/12/2007, at the Private residence by Brihaspati Mondal, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on :12/12/2007 by

1. Brihaspati Mondal, son of Gopal Chandra Mondal, Chaukpanchuria, Pin ., By caste Hindu, by Profession :Cultivation
 2. Rabi Singha Roy, Director, Ultimate Buildcon Pvt. Ltd, 52 Wooden Street, profession :Business
- Identified By Samir Mandal, son of Lt. Gopal Chandra Mondal Chaukpanchuria Rajarhat Thana: Rajarhat, by caste Hindu, By Profession :Business.

Name of the Registering officer : **Nurul Amin Khan**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**

On 13/12/2007

Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 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) = 26565/- on:13/12/2007

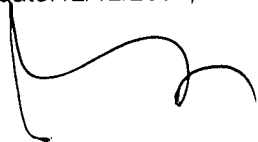
Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 2415625/-

Certified that the required stamp duty of this document is Rs 120781 /- and the Stamp duty paid as: Impressive Rs- 100

Deficit stamp duty

Deficit stamp duty : 1.Rs 40000/- is paid by the draft no. :694689, Draft date:12/12/2007, Bank name:STATE BANK OF INDIA, Mohisgote, recieved on :13/12/2007. 2.Rs 40000/- is paid by the draft no. :694688, Draft date:12/12/2007, Bank name:STATE BANK OF INDIA


[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR
Govt. of West Bengal

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE

Photo of the presentant should be pasted in the front page of the document

by the presence of *Samir Mondal*



(1) Name : *Pratibha Mondal* Status - Presentant

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS (ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person, and attested by the said parson.

SIGNATURE of the Presentant *Samir Mondal*

(2) Name : *Rabi Singh Roy*
 Status : Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator (✓)

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS (ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person.

SIGNATURE of the Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator *Rabi Singh Roy*

(Tick the appropriate status)

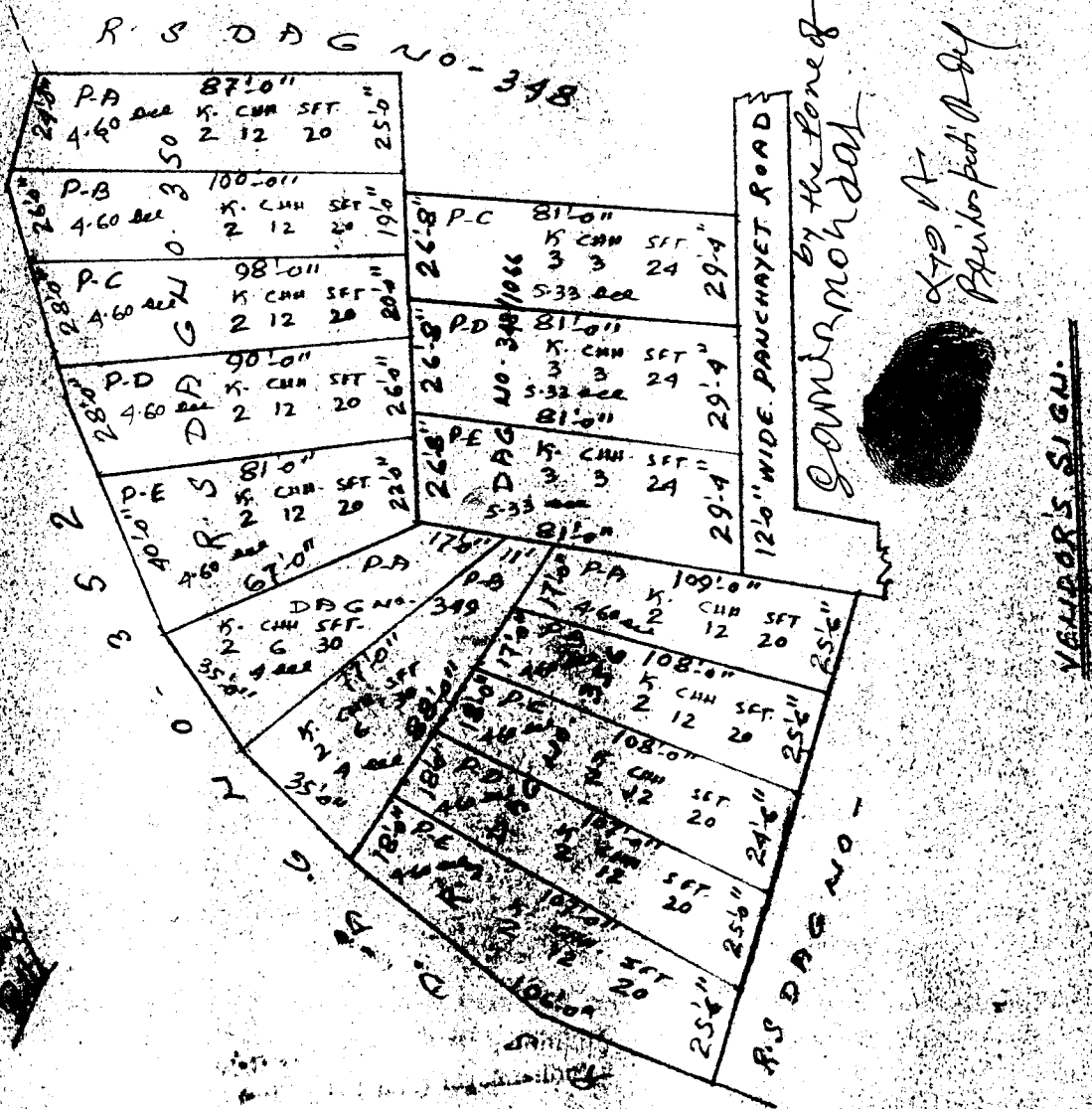


Rabi Singh Roy

SITE PLAN OF R.S. DAG NO. 348
349, 350, 356 R.S. KHATA NO. 1
KHATA NO. - AT MOUZA. CHAK PACHORID
J.L. NO. 33, P.S. RAJARHAT. DIST. 21. PARGANAS(N)

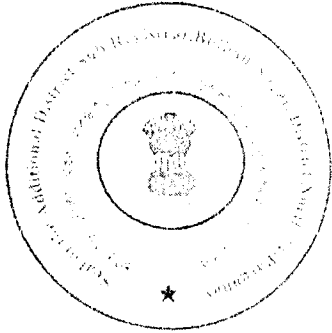
SCALE - 40'-0" = 0'-1"

PLOT NO.	PURCHASER NAME.	R.S. DAG NO.														
		348/1066			349			350			356			TOTAL		
		K	CNH	SFT	K	CNH	SFT	K	CNH	SFT	K	CNH	SFT	K	CNH	SFT
A	ACCURATE TOWER (P) LTD.	-	-	-	2	6	30	2	12	20	2	12	20	7	15	25
B	IMAGE PROJECTS (P) LTD.	-	-	-	2	6	30	2	12	20	2	12	20	7	15	25
C	ULTIMATE BUILD CON (P) LTD.	3	3	24	-	-	-	2	12	20	2	12	20	8	12	19
D	SUCCESS TOWER (P) LTD.	3	3	24	-	-	-	2	12	20	2	12	20	8	12	19
E	MOONLIGHT BUILD (P) LTD.	3	3	24	-	-	-	2	12	20	2	12	20	8	12	19



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 11784 to 11802
being No 06865 for the year 2007.



(Nurul Amin Khan) 14-December-2007
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal