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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

MOON LIGHT BUILDCON PRIVATE LIMITED a private limited company registered under the Companies Act, 1956, having its registered office at 52, Weston Street, 4th floor Kolkata-700 012 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, copied in Book No. 1, Volt No. 21, Pages- 97 – 98, being No-1474 for the year 1937 one 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 – 1296, at MOUZA-CHAUKPANCHURIA, J.L NO – 33, TOUZI NO –145, P.S – RAJARHAT, DISTNORTH 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 Brihaspal Mondal the VENDOR herein has absolutely owned, seized and possessed of an or otherwise well and sufficiently become entitled to the aforesaid plot of lan measuring about 16 decimal or 09 katta-10chattak-27 s.ft free from a encumbrances, attachments, charges, liens, impedances claims and/or demand whatsoever having full right and absolute power to transfer in any manner to as body if any.

AND WHEREAS, on this day of 12th. of December, 2007 S. Brihaspati Mondal the VENDOR herein has executed two separate deed of so by which she has granted, sold, conveyed and transferred two plots of land earneasuring about 5.33 decimal or 03katta-03 chattak-24 sft out of the aforest plot of land measuring about 16 decimal or 9katta-10chattak-27 sft unto another favor of the 1). Ultimate Buildcon Private Limited Company and 2). Succ Tower Buildcon Private Limited Company respectively and presenting the set 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 - 1296 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** WITNESSETH THAT in pursuance DEED of the said agreement and in consolidated consideration of Rs.24,15,625 /-(RUPEES TWENTY FOUR LACS FIFTEEN THOUSAND **HUNDRED** TWENTY FIVE ) only truly paid by the PURCHASER TO VENDOR at or before the execution of this presents whereof the VENDOR doth hereby as well as by the receipt (the hereunder written admitted, and acknowledged and of and from the same and every part thereof doth hereby acquit release and forever discharged the *PURCHASER* the 'said plot of land' hereby absolutely and and · indefeasibly grant, convey, sell and transfer, assign and assure unto and in favor CONTD..PAGE..6

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 Patharghata 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 ORHOWSOEVER OTHERWISE the "Said Plot of Land" or or was now are or is situate, tenanted, heretofore were called, known, numbered, described, distinguished, TOGETHER 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 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 CONTD..PAGE...7

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 WITE 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 entitle to the 'said plot of land' as an estate equivalent to an absolute estate inheritance in fee simple in possession to the said property and every patthereof.
  - 2. That notwithstanding as aforesaid the VENDOR now hath in goright, full power and absolute authority and indefeasible title to grant, sell a transfer convey, assign and assure ALL AND SINGULAR THE "Said F of Land" hereby granted, sold, transferred conveyed, assigned and assured expressed or intended so to be unto and to the use of the PURCHASER the manner as aforesaid according to the true intent and meaning of this present

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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 profits thereof and every part thereof without any lawful trouble evictions, interruptions, claims or demands and disturbances, ,hindrances, 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 liens, lispendence manner of other charges, mortgages, ALL ANDattachments, encumbrances, whatsoever created by the VENDOR.
    - 5. That the VENDOR and all persons claiming any estate, rights, interest claims or demands whatsoever both in law or in equity into or upon the sa property hereby granted, sold, conveyed, transferred assigned ,assured, expressed, or intended so to be or any part thereof through or under in tr for the VENDOR or any other person aforesaid shall or will or at all time hereafter at the request and costs of does and execute all such assurances, acts, de **PURCHASER** and better and more effectual granting sel further matters, things, for transferring and assuring the said property and every part thereof unto and to 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 of 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 of otherwise.
  - 8. That the PURCHASER herein shall be free, clear, absoluted discharged saved, harmless and kept indemnified against all estates, charge encumbrances, liens, lispendances, attachments, debts, requisitions, or trus claims, or demands whatsoever, created occasioned or made by the VENDOR any person or persons lawfully or equitably claiming as aforesaid.
  - 9. That the VENDOR also declares and confirms that they are in kar and vacant possession of the "Said Plot of Land" and every part there CONTD..PAGE.1

**TOGHETHER 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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#### ::11::

## 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 Patharghata Gram Panchayat, P.S – RAJARHAT, DIST-NORTH 24 PARGANAS which is butted and bounded as follows-:

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

ON THE SOUTH -: PART OF R.S/L.R DAG NO- 349 & 356.

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

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

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#### ::12::

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

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MD. ADDUR MASKID WIKTRO Gleen XO/-54 Samtamondal

SIGNATURE OF THE VENDOR

DRAFTEED & PREPARED BY ME.

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 the consideration by putting my thumd in memo and I am signing this memo consideration by putting my thumd in presence of following witnesses on the day month and year as above written.

1. RONO - 010671 dt 12-12-07 AXIS BANK
LAKE TOWN
KDL-89

3. PONO - 010675 dt 12-12-07 do

Cash

Rs. 9,00,000 tenly.
Rs. 9,00,000 tenly.
Rs. 9,00,000 tenly.
Rs. 1,15 c25 tenly.

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

## WITNESSES

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SID. Associator.

Kyr. 59.

2) Mad foe Rd MD. ABOUR. RASHD VILTO SCEL VILTO SO 159 gamin mordour garia mordour gron hard der

SIGNATURE OF THE VENDOR.

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## Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :I-06862 of :2007 (Serial No. 10410, 2007)

#### On 12/12/2007

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

A Committee of the comm

Presented for registration at 17.54 on :12/12/2007, at the Private residence by Brihaspati Monda Executant.

#### Admission of Execution(Under Section 58)

Execution is admitted on :12/12/2007 by

1. Brihaspati Mondal, wife of Gopal Chandra Mondal, Chaukpanchuria, Thana Rajarhat, P n ., By caste Hindu, by Profession: House wife

2. Rabi Singha Roy, Director, Moon Light Buildcon Pvt.ltd, 52, western Street, profession: Business Identified By S. Mondal, son of Lt.gopal Ch.mondal Chaukpanchuria 24 Pargs 700059 Thana: Rajarhat, by caste Hindu, By Profession: Service.

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

Sale of the sale o

#### 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: Impresive Rs- 100

#### Deficit stamp duty

Deficit stamp duty: 1.Rs 40000/- is paid by the draft no.:694691, 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.:694690, 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

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#### Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :1-06862 of :2007 (Serial No. 10410, 2007)

, Mohisgote, recieved on :13/12/2007. 3.Rs 40800/- is paid by the draft no. :694607, 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

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SITE PLAN OF R.S DAG NO. 318/1088, 349, 350, 356, R.S. KHATIAN NO. L.B. KHATIAN NO. AT MOUZA CHAKPACHORIA J.L.NO. 33, P.S. RAJARHAT. DIST. 24 PARGAMASIN

SCALE-40-0"=0-1"

PLOT	PURCHASER NAME		R. S 348/1066		DAG 349		NO.			356			TOTAL			
NO.							350.									
		K	CHH	SFT.	N.	CHH	SET	K	Cut	SFT	K	CIMI	SET	K.	CHH	CFT.
A	ACCURATE: TOWER PLID	-	_	-	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 COMPILTD	3	3	24	_	_	_	2	12	20	2	12	20	8	12	19

