

1110


06549/2014

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

P 915005

CR-11827
10.06.2014
4:25 p.m.

NOTED THAT THE APPLICANT'S APPLICATION FOR
REGISTRATION OF THE INSTRUMENT UNDER
SECTION 17(1) OF THE WEST BENGAL REGISTRATION
ACT, 1907 HAS BEEN RECEIVED AND THE SAME IS
UNDER CONSIDERATION.


Additional District Sub-Registrar
Station New Town, North 24 Parganas

31 JUN 2014

-:: DEED OF SALE ::-
Valued at Rs. 15,00,000/-
(Rupees Fifteen Lac) only.

1007
05/06/2014

સરનામું Shree Tamara Private Limited
સરનામું 15, Gungadhar Bapu Lane
સરનામું 101/12

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10 JUN 2014

(2)

THIS DEED OF ABSOLUTE SALE is made on this the 10th of June, Two Thousand and Fourteen **BETWEEN 1) SRI KHITISH SARDAR**, son of late Kalo Sardar, 2) **SMT. SARASWATI SARDAR**, wife of Budheswar Sardar ^{alias Khanda.} (daughter of late Kalo Sardar), both are residing at Village & P.O.- Chackpanchuria, P.S.- New Town, in the District of North 24 Parganas, Kolkata- 700156, both are by faith- Hindu, by Nationality- Indian, by occupation- Cultivation and Housewife; and hereinafter called and referred to as the **VENDORS**, (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 **ONE PART**.

AND

SUCCESS TOWER PRIVATE LIMITED, (Vide PAN NO. AALCS1595G) a Company incorporated under the Companies Act 1956, having its Registered Office at- Eden House, 15 Ganga Dhar Babu Lane, 3rd Floor, Room No. 306, P.S.- Bowbazar, Kolkata- 700012, represented by its Director- Himangshu Chatterjee, son of Sri Indu Bhusan Chatterjee, residing at- Ambe Plaza, 19/1, R.N. Tagore Road, Block- B, Flat No. 402, P.S.-Belghoria, Kolkata- 700076, by faith- Hindu, by occupation- Service, by Nationality- Indian ; 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 one Kalo Sardar (father of the vendors herein), and his another two brothers namely Gosto Sardar & Kanta Sardar, was the absolute owner and possessor of a piece or parcel of Bastu Land measuring an area of 16 sataks out of total 32 sataks comprised in R.S. &

(3)

No.- 33, at present Touzi No.- 10, under the Local Limits of Patharghata Gram Panchayet, P.S.- New Town, in the district of North 24 Parganas, along with other properties, by virtue of R.S. (Revisional Settlement) Record of Rights under R.S. Khatian No. 354, absolutely free from all encumbrances whatsoever.

AND WHEREAS at the time of enjoying said Kalo Sardar, Gosto Sardar and Kanta Sardar, have amicably settled, divided and verbally partitioned their property by mutual consent among themselves for better enjoyment and occupations. Each of them has got 1/3 share i.e. 05.33 sataks more or less out of 16 sataks.

AND WHEREAS while seized and possessed the said land measuring an area of 05.33 sataks more or less said Kalo Sardar, died intestate leaving behind him, his one son namely Sri Khitish Sardar (vendor no. 1 herein) and one daughter namely Smt. Saraswati Sardar (vendor no. 2 herein), as his surviving representatives and legal heirs and successors.

AND WHEREAS after demise of said Kalo Sardar, the above named Sri Khitish Sardar and Smt. Saraswati Sardar jointly and equally got the said land admeasuring 05.33 sataks more or less (i.e 02.665 sataks each as $\frac{1}{2}$ share out of 05.33 sataks) by virtue of inheritance of their deceased father said Kalo Sardar which he left at the time of his death.

AND WHEREAS at the time of L.R. Settlement operation said Sri. Khitish Sardar and Smt. Saraswati Sardar individually recorded their names at the Office of B.L. & L.R.O. under L.R. Khatian Nos. 1978/1 and 1722 respectively, as 0.0833 share allotted each of them in respect of their above mentioned land, comprised in R.S. & L.R. Dag No. 243, at Mouza- CHACK PANCHURIA, J.L. No.- 33, P.S.- New Town, in the district of

(4)

SINCE THEN said Sri. Khitish Sardar and Smt. Saraswati Sardar (the vendors herein), jointly seized and possessed the aforesaid plot of land measuring an area of 05.33 sataks more or less and jointly have been enjoying the same peacefully, freely, absolutely without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities concerned in their names as absolute owners and possessors thereof and have the absolute power of ownership and also power to sale the same to any intending purchaser or purchasers as they will think fit and proper.

AND WHEREAS during their enjoyment, the Vendors herein, being in urgent need of money intended desired and jointly have agreed to sell measuring an area of 02.665 sataks out of their total land 05.33 sataks more or less along with 100 sft. Tally shaded residential purpose Room comprised in above mentioned R.S. & L.R. Dag No. 243 and the purchaser herein also has agreed to purchase the said plot of Bastu land measuring an area of 02.665 sataks more or less along with the said Room comprised in aforesaid R.S. & L.R. Dag No.- 243, at Mouza- Chack Panchuria, J.L. No.- 33, P.S.- New Town (formerly Rajarhat), in the district of North 24 Parganas more fully described in the schedule hereunder written and shown in the annexed site plan or map and marked by bordered RED therein, at or for the total consideration of Rs. 15,00,000/- (Rupees Fifteen Lac) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. 15,00,000/- (Rupees Fifteen Lac) only of lawful money of union of India truly paid by the purchaser to the Vendors as per memo below at or immediately before the execution of these presents (the receipt whereof the Vendors do hereby as by the receipt hereunder written admit and acknowledge and of and from the

the said purchaser as the said land along with the facilities wide passage particularly described in the schedule hereinafter written, the vendors do hereby grant, convey, sell, transfer, assign and assure unto the purchaser herein ALL THAT piece and parcel of Revenue Paying Rayat Swarniva Basto land measuring an area of 02.665 sataks more or less along with the said Room described in the schedule hereunder written together with full benefit of passages, ways, water-ways, rights, liberties, privileges and all manner or easements and appurtenances belonging AND ALL the estate right, title and interest claim and demand whatsoever of the Vendors into or upon the same and every part thereof TO HAVE AND TO HOLD the said land hereby granted, conveyed, transferred and assigned and intended so to be unto and to the use of the Purchaser herein absolutely and forever free from all encumbrances, charges, attachments, lines, etc. whatsoever and free from all acquisition and alignments and any claims or adverse possession.

AND THE VENDORS DO HEREBY DECLARE AND CONFIRM as follows:-

1. THAT notwithstanding any act, deed, matters or things whatsoever done by the vendors or their predecessors in title or any of them done executed or knowingly suffered to the contrary the vendors are fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted conveyed and expressed or intended so to be a perfect indefeasible estate of inheritance without any matter or condition use, trust or other things whatsoever to alter or make void the same and.
2. THAT the purchaser shall have all the rights to use the said property and to enjoy all the benefits including the benefits of everything beneath the land including mines, minerals or all other valuables without any meterference from the Vendors or the

(6)

3. THAT the said Bastu land which is sold by the vendors herein is in the absolute possession of the vendors and there is no illegal Dakhaldar or any such condition of the said land.
4. THAT notwithstanding any act, deed, matter or things whatsoever aforesaid the vendors now have good right fully lawful absolute authority indefeasible title to grant, convey, transfer and assign their land hereby granted transfer and assigned or expressed or intended to be with the appurtenances unto and to the use the purchaser aforesaid and according to the true intend and meaning of these presence and.
5. THAT the purchaser all and may from time to time and at all times hereafter peaceably and quietly held, occupy, possess and enjoy the land hereby granted transferred and assigned and take rents and profit thereof for the absolute use and benefit without any lawful hindrance, interruptions, disturbances suit eviction claim or demand whatsoever from or by the vendors or any person or persons whatsoever and.
6. THAT free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the vendors were and saved defended kept harmless and other estate right, title, claim, mortgages, charges, lispends, attachments and encumbrances whatsoever.
7. FURTHER THAT the vendors and all persons having and lawfully claiming any estate title or interest whatsoever unto or upon the said land every part thereof from under or in trust for the vendors and/or their predecessors in title or them shall and will from time

(7)

purchaser do and execute or done executed all such acts, assurances and things whatsoever for further better and perfectly assuring the said land hereby sold granted, transferred, conveyed and assigned or expressed or intended to be and transferred and assigned and every part thereof unto and to the use of the said purchaser in the manner aforesaid as may be reasonable required and.

8. THAT the said land or any or every part thereof is not attached in any proceeding certificate proceedings started by or any instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the Public Demand Recovery Act and no Steps taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate duty authorities and.
9. THAT no notice issued under the Public Demand Recovery Act has been served on the vendors nor any such notice have been published and.
10. THAT the vendors have not yet issued and received any notice of requisition or acquisition from any of the Government Department viz., PWD, land Acquisition Department, New Town Planning Department, HIDCO, East Calcutta Wet Lands (conservation and Maintenance etc.) Authorities Boards in respect of land sold herein.
11. THAT the said purchaser and all person or persons claiming through under him shall have undisputed and all manner of rights through over or the common passage.

(8)

12. *THAT* the land fully described in the schedule below stands retained by the vendors through operation of family ceiling as envisaged in chapter 11-B, West Bengal Land Reforms Act and.
13. *THAT* the said piece or parcel of land any part or portion thereof or any interest therein has not vested in and/or are or is not acquired by the State of West Bengal Estate Acquisition Act, 1956 or statutory modification thereof or under the Urban Land (Ceiling & Regulation Act) 1976 or any other Law for the time being in force and.
14. *THAT* the Purchaser will be entitled to all easement rights and benefit and privileges in nature of light, air, drainage, way and passage and other like privileges of continuous nature hitherto use and enjoys by or over the said property sold or in respect of adjoining property held by the Vendor, co-owner or otherwise without any difficulties to the Purchaser.
15. *THAT* taxes land revenue, Panchayet Taxes and impositions payable in respect of said property up to the date these presents have fully paid by the vendors and if any portion of such taxes levies impositions etc, be found to have remain unpaid for the period up to date hereof, the same shall be the liability of the vendors and realisable from the vendors and/or will be reimbursed by the vendors immediately to the purchaser.
16. *THAT* vendors hereby further declared that the consideration price offered by the purchaser is far excess than the fair market price and none of the neighbours, Co-owners and relatives or friends are

(9)

17. THAT it is further declared by the vendors that there is no right of pre-emption in respect of this plots of land in any manner by any person whatsoever and no person in any further time can claim any rights of pre-emption over the said plots of lands and any such claim in further shall be treated invalid and the vendors hereby bind themselves to cure all such defects in this regards at their own costs and expenditure.

18. THAT it is further declared that the statement in the preceding paragraphs are true and there has not been any misrepresentation and

19. THAT there is no fraud committed by the vendors and in the event there is any fraud detected in future the vendors shall be liable to be prosecuted for their acts and deeds under Code of Criminal Procedure and Indian Penal Code and/or any other criminal law as applicable.

IT IS HEREBY DECLARED that the 02.665 sataks more or less along with 100 sft. Tally shaded part of room described in the Schedule hereinafter written is the self acquired inherited property of the Vendors.

AND the Vendors delivered this day khas possession of the said land 02.665 sataks more or less including 100 sft. Tally shaded part of room unto the purchaser.

(10)

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(The Land hereby sold and conveyed)

ALL THAT piece or parcel of revenue paying Bastu land measuring an area of 02.665 (Two point Six Six Five) sataks more or less as 0.0833 share out of total 32 sataks comprised in R.S. & L.R. Dag No. 243, under R.S. Khatian No. 354 and at present L.R. Khatian Nos.- 1978/1 & 1722 [in the name of Sri. Khitish Sardar and Smt. Saraswati Sardar, (the vendors herein)], along with 100 sft. Tally shaded part of residential purpose room which is lying and situated at Mouza- CHACK PANCHURIA, J.L. No.- 33, at present Touzi No.- 10, within the local limits of Patharghata Gram Panchayet under Police Station- New Town, under the jurisdiction of A.D.S.R. Office Rajarhat, and Pargana- KOLKATA, in the District of North 24 parganas.

The said land admeasuring 02.665 sataks more or less hereby sold by the vendors to the purchaser herein which is shown in the annexed site plan or map in Plan Plot No. 'E' and marked by bordered Red therein, which will be treated as a part of this Sale Deed and the same is butted and bounded as under:-

ON THE NORTH BY : Part of R.S. & L.R. Dag No. 243, Plan Plot No. 'F'
ON THE SOUTH BY : Part of R.S. & L.R. Dag No. 243, Plan Plot No. 'D'
ON THE EAST BY : Part of R.S. & L.R. Dag No. 243.
ON THE WEST BY : R.S. & L.R. Dag No. 246.

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

(11)

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

SIGNED SEALED AND DELIVERED

By the vendors at Kolkata in presence of :-

1. *Handwritten signature*
Handwritten signature

2. *Handwritten signature*
Handwritten signature

3. *Handwritten signature*

Handwritten signature
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SIGNATURE OF THE VENDORS.

-: MEMO OF CONSIDERATION :-

RECEIVED with thanks from the within named purchaser, a sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only being the full consideration money of the said plot of land and payment as per memo below.

-: MEMO :-

Paid by Cheque Nos. 038451 & 038453 issued on dated 24/12/2013 & Cheque No. 038456 on dated 7/2/2014 & Cheque No. 038458 on dated 8/4/2014 & Cheque Nos. 038461, 038462 on dated 19/5/2014 and Cheque Nos. 038464 & 038465 on dated 7/6/2014; all issued from Axis Bank, Lake Town Branch, for Rs. 10,00,000/- and by Cash Rs. 5,00,000/- Thus Total Rs. 15,00,000/- (Rupees Fifteen Lac) only.


 1. *Handwritten signature*
 2. *Handwritten signature*

WITNESSES:-

1. *Handwritten name and address*
2. *Handwritten name and address*

SIGNATURE OF THE VENDORS.

Read over and explained the deed by me to the vendors herein.
Muhammad Rahaman Akmal,

DRAFTED BY:-







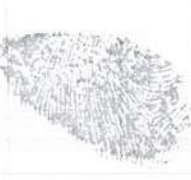




Prakash Math Saha
Advocate 118/503/1977
Kolkata Hyderabad


COMPUTER TYPED BY:-












Handwritten signature

EXECUTANT/SELLER
BUYER/CLAIMANT
DATE: 08/08/20












RH BOX- THUMB TO SMALL PRINTS

 श्री सुधीर अमा व. रविभाद्र शर्मा	LH					
	RH					

ATTESTED:  श्री सुधीर अमा
व. रविभाद्र शर्मा

 श्री राजी शर्मा व. शर्मा व. राजकुमार शर्मा	LH					
	RH					

ATTESTED:  श्री राजी शर्मा व. शर्मा
व. राजकुमार शर्मा

 Rohit	LH					
	RH					

SITE PLAN OF R S DAG NO. - 243 R S KHATTIAN NO
 1 R KHATTIAN NO 1778/1, 1778/2 AT MOUZA CHAKPACHURIA, JL NO 33
 R S NO 2052 TOUZI NO 145 P S RAJAR HAT NOW UNDER NEW TOWN
 DIST NORTH 24 PARGANAS. AREA SHOWN IN RED BORDER
 SCALE 20" = 1"

PURCHASER

SOLD BY
 KHATISHI SARDAR, PLOT NO E
 SARASWATI SARDAR, PLOT NO F



Handwritten signatures and names in Bengali script, including names like 'স্বর্গদেবী সর্গদেবী' and 'স্বর্গদেবী সর্গদেবী'.

Drawn By :

PIYAR ALI LASKAR
 Surveyor & D.M. Civil
 Regn. No: D4173 10038
 11/ Baligoti, PO: Chakpachuria
 P.S. Rajamat New Town
 Kolkata 700156



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

Endorsement For Deed Number : I - 06549 of 2014
(Serial No. 07143 of 2014 and Query No. 1523L000011827 of 2014)

On 10/06/2014

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

Presented for registration at 16 25 hrs on 10/06/2014, at the Private residence by Kshitish Sardar one of the Executants

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

Execution is admitted on 10/06/2014 by

1. Kshitish Sardar, son of Lt Kalo Sardar, Chackpanchuria, Kolkata, Thana-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700156. By Caste Hindu, By Profession: Cultivation
2. Saraswati Sardar, wife of Budheswar Sardar, Chackpanchuria, Kolkata Thana-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700156, By Caste Hindu, By Profession: House wife

Identified By Rajkumar Sardar, son of Buddhiswar Sardar, Chackpanchuria, Thana-New Town, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu By Profession: Others

(Biswajit Saha)
Additional District Sub-Registrar

On 11/06/2014

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. 24907/- is paid, by the draft number 624174, Draft Date 10/06/2014, Bank Name State Bank of India, Rajarhat Township, received on 11/06/2014

(Under Article A11) = 24893/- ,E = 14/- on 11/06/2014)

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 -22,63,092/-

Certified that the required stamp duty of this document is Rs.- 113175/- and the Stamp duty paid as Impressive Rs - 100 -

Deficit stamp duty

Deficit stamp duty

1. Rs. 30000/- is paid, by the draft number 624173, Draft Date 10/06/2014, Bank State Bank of India Rajarhat Township, received on 11/06/2014

Additional District Sub-Registrar

11 JUN 2014 (Biswajit Saha)
Additional District Sub-Registrar

11/06/2014 16:00:00

Endorsement Page 1 of 2



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

Endorsement For Deed Number : I - 06549 of 2014
(Serial No. 07143 of 2014 and Query No. 1523L000011827 of 2014)

- 2 Rs. 33175- is paid, by the draft number 624175. Draft Date 10/06/2014 Bank: State Bank of India
Rajarhat Township, received on 11/06/2014
- 3 Rs. 49000- is paid, by the draft number 624176. Draft Date 10/06/2014 Bank: State Bank of India
Rajarhat Township, received on 11/06/2014

(Biswajit Saha)
Additional District Sub-Registrar

Additional District Sub-Registrar

Additional District Sub-Registrar
(Biswajit Saha)

Additional District Sub-Registrar

Endorsement Page 2 of 2

11 JUN 2014

11/06/2014 16:00:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 10642 to 10659
being No 06549 for the year 2014.



(Biswajit Saha) 12-June-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal