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पश्चिम बंगाल WEST BENGAL

H 247180

Certify that the document is admitted to registration. The signature sheets and document sheets attached with this documents are the part of this document.

Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

27 JAN 2011

DEED OF SALE

THIS DEED OF SALE is made this ^{05th} day of January, in the year 2011 BETWEEN :-

- 1]. SRI DEB DAS SARDAR son of late Habul Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing at Village-Chakpanchuria, P.S-New Town, Dist-North 24 Parganas,
- 2]. SRI MADHU SUDHAN SARDAR son of late Habul Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing at Village-Chakpanchuria, P.S-New Town, Dist-North 24 Parganas,
- 3]. SMT PANCHI BALA BAIDYA wife of Sri Dilip Baidya, by faith Hindu, by nationality Indian, by occupation House Wife, residing at Village-Chakpanchuria, P.S-New Town, Dist-North 24 Parganas,
- 4]. SMT MONORAMA MONDAL wife of

(Handwritten signature)

2007
2011
2011/2011

General Register Office

Signature

Registration

2011/2011
2011

CHANDAN MANIA



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MC

CHANDAN MANIA



MC
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अनुसूचित जाति

MC



761

आदिवासी



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

25 JAN 2011

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Sri Sanjay Mondal, by faith Hindu, by nationality Indian, by occupation House Wife, residing at Village-Chakpanchuria, Dist-North 24 Parganas, 5]. REKHA RANI SARDAR wife of late Habul Sardar, by faith Hindu, by nationality Indian, by occupation House Wife, residing at Village-Chakpanchuria, P.S-New Town, Dist-North 24 Parganas hereinafter 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 heirs, executors, administrators, legal representatives, assigns and/or nominees) OF ONE PART.

AND

MAHABALESWAR DISTRIBUTORS PRIVATE LIMITED a private limited company registered under the Company Act, 1956 having its office at 5th Floor, Suit No-3A, 8 Camac Street, Kolkata-700 017 represented by its Director Mr. Pankaj Jain son of S.M Jain residing at 9/2, Laxmi Palli, Rishra, Dist-Hooghly, Pin Code-712250 hereinafter referred to as the PURCHASER (which shall mean and include its Director, authorized signatory, legal representatives, office bearers, assigns and/or nominees) of the OTHER PART.

WHEREAS:-

1]. One Habul Sardar since deceased has owned, seized and possessed of **ALL THAT** a piece and parcel of Sali Land measuring about 14 decimals comprised in the R.S Dag No-246, in the L.R Khatian No- 1953, at Mouza- Chakpanchuria, J.L No-33, P.S-Rajarhat presently New Town, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendances, claims and/or demands whatsoever, AND

2]. **That** subsequently while possessing the aforesaid plot of land said Habul Sardar has died Intestate leaving behind him his two sons namely

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Sri Deb Das Sardar & Sri Madhu Sudhan Sardar herein the VENDOR NO-1 & 2 , two daughters namely Smt Panchi Bala Baidya & Monorama Mondal herein the VENDOR NO-3 & 4 and an wife Rekha Rani Sardar herein the VENDOR NO-5 as his only surviving legal heirs and successors and they all five have equally inherited the aforesaid plot of land measuring about 14 decimals left by the deceased Habul Sardar as per the Hindu Law of Inheritance and Succession, AND

3]. That in consequence to the aforesaid succession and inheritance said Sri Deb Das Sardar, Sri Mohorajan Sardar, Smt. Panchi Bala Baidya, Smt. Monorama Mondal and Rekha Rani Sardar the VENDORS herein have jointly in equal share have owned, seized and possessed of ALL THAT the aforesaid piece and parcel of Sali Land measuring about 14 decimals comprised in the R.S Dag No-246, in the L.R Khatian No-1953, at Mouza- Chakpanchuria, J.L No-33, P.S-Rajarhat presently New Town, Dist-North 24 Parganas, free from all encumbrances, charges, liens, lispndnaces, attachments, mortgages, claims and/or demands whatsoever, AND

4]. Due to urgent need of money, said VENDORS herein have jointly agreed to sell and the "PURCHASER" herein has agreed to purchase ALL THAT the part and parcel of a plot of Sali land measuring about 03.30 decimals out of aforesaid 14 decimals of land comprised in the R.S Dag No-246, in the L.R Khatian No- 1953, at Mouza- Chakpanchuria, J.L No-33, P.S-Rajarhat presently New Town, within the jurisdiction of the Patharghata Gram Panchayat, Dist-North 24 Parganas, particularly mentioned and described in the Schedule hereunder written and delineated in the Map of Plan in Red Border hereinafter referred to as the Said Plot of Land at or for a consolidated consideration of Rs.8,00,000 /-(Rupees Eight Lakhs) only which the "VENDORS" doth hereby admit , acknowledge and confirm.

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Sri Madhu Sudhan Sardar
(Sd/-)

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NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consolidated consideration of **Rs.8,00,000 /-** (**Rupees Eight Lakhs**) only truly paid by the "**PURCHASER**" to "**VENDORS**" at or before the execution of this presents (the receipt whereof the **VENDORS** doth hereby as well as 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 **VENDORS** hereby absolutely and indefeasibly grant, convey, sell and transfer, assign and assure unto and in favor of the **PURCHASER ALL THAT** the piece and parcel of the "**SAID PLOT OF LAND**" measuring about **03.30 decimals** together with right to use all easements attached thereto **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** erection 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 appertaining 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 **VENDORS** into and upon the said plot of land or any part thereof **TOGETHER WITH ALL** deeds pattas, 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 in the custody or power or possession of the **VENDORS** or which the

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VENDORS can procure without any action 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 property 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 "VENDORS" DOTH HEREBY COVENANTED WITH THE PURCHASERS AS FOLLOWS:-

1. That notwithstanding any thing, act, deed, matter, by the **VENDORS** done executed or suffered to the contrary, the **VENDORS** 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 **VENDORS** 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.

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 **VENDORS**

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or person claiming under or from or trust for the **VENDORS**.

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

5. That the **VENDORS** and all persons claiming any estate, rights, interests, claims or demands whatsoever both in law or in equity into or assigned ,assured, or expressed, or intended so to be or any part thereof through or under in trust for the **VENDORS** 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** shall or may reasonably required .

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 proceeding pending against the **VENDORS** 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 .

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7. That the **VENDORS** have not at any time done or executed or knowingly suffered or been part to any act deed, things, matters, whereby and where under the '**said plot of land**' together with right of easements attached 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 **VENDORS** or any person or persons lawfully or equitably claiming as aforesaid.

9. That the **VENDORS** also declare and confirm that they are in khas and vacant possession of the "**SAID PLOT OF LAND**" and every part thereof **TOGHETHER WITH** the structure thereon and no one else has any right or interest therein or any part or portion thereof as occupant or otherwise.

10. That the **VENDORS** 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 **VENDORS** 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** Shereby declare and confirm that he 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.

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12. That the **VENDORS** further covenant with the **PURCHASER** that the **VENDORS** 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.

13. That the **VENDORS** hereby further covenant with the **PURCHASER** that their predecessor Habul Sadrar was actually owned, seized and possessed of **04.95 decimals of land** in the R.S Dag No-246 but during the time of L.R Settlement his name is wrongfully recorded in respect of aforesaid 14 decimals of land instead of 04.95 decimals of land in the L.R Khatian No-1953 in the R.S Dag No-246 at Mouza-Chakpanchuria, J.I No-33, P.S-Rajarhat, Dist-North 24 Parganas and by this deed of sale and by a subsequent deed of sale they are transferring their entire share inherited from their predecessor Habul Sardar respectively to Mahabaleswar Distributors Pvt. Ltd and Siddhi Vinayak Enclave Pvt. Ltd. And declared that they will not claim, demand or take any undue advantage or benefit of the aforesaid wrongful record in the name of their predecessor Habul Sardar as they are not at all the owners, possessors and occupiers of 09.05 decimals of land out of 14 decimals of land in the aforesaid R.S Dag No-246 at the aforesaid Mouza.

**SCHEDULE OF THE SAID PLOT OF LAND
(ABOVE REFERRED TO)**

ALL THAT the part and parcel of a Shali plot of land measuring about **03.30 decimals out of 14 decimals of land** comprised in the **R.S Dag No-246, in the L.R Khatian No- 1953, at Mouza-Chakpanchuria, J.L No-33, P.S-Rajarhat** presently New Town, within the jurisdiction of the **Patharghata Gram Panchayat, Dist-North 24 Parganas** which is butted and bounded by:-

ON THE NORTH:- R.S DAG NO-246[P].

ON THE WEST:- R.S DAG NO-246[P].

ON THE SOUTH:- R.S DAG NO-246 [P].

ON THE EAST:- R.S DAG NO-245.

AND TOGETHER WITH the right the right of easements appurtenant thereto.

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IN WITNESSES WHEREOF the "VENDORS" herein have set and subscribed their respective hands, seal and signatures on the day, month and year as above written in presence of the following witnesses.

WITNESSES

CHAKI N NAKIA

1). Romyitsool . श्री सुबिन साहू
s/o Basu da Sardar श्री
of - Chakpacharia श्री
P.S - New town

Shri Basu da Sardar
of - Chakpacharia

SIGNATURES OF THE VENDORS.

2). Chakpacharia
s/o Anjan Sardar
of - Chakpacharia
P.S - New town
Dist - (N) 27 8 20

DRAFTED & PREPARED BY ME

SK MEHBUBAR RAHMAN

SK MEHBUBAR RAHMAN

(ADV)

BARASAT JUDGE'S COURT.

F-2445/2463/2002

MEMO OF CONSIDERATION

The **VENDORS** herein have received the consolidated consideration of **Rs.8,00,000 /-(Rupees Eight Lakhs) only** as consideration of this deed of sale from the **PURCHASER** as per the following memo and signing this memo in presence of the following witnesses on the day, month and year as above written in presence of the following witnesses.

Cash/Chq/P.O/D/D/	DATE	BANK	AMOUNT
506730	31/5/10	ANBAMRO Bank	Rs-75,000/-
506729	31/5/10	"	Rs-75,000/-
506732	31/5/10	"	Rs-75,000/-
506731	31/5/10	"	Rs-75,000/-
506734	31/5/10	"	Rs-75,000/-
In Cash			Rs-4,25,000/-

Total = Rs.8,00,000/-(Rupees Eight Lakhs)only.

WITNESSES

1. Mahim Kishan Mondal

महमि केशन मण्डल

अभि सुनील अग्रवाल

साक्षिद्वय

2. Ramesh Chandra

Do.

मनोरम मण्डल

श्री अग्रवाल अग्रवाल

SIGNATURE OF THE VENDORS.

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 Pankaj Jain	LH.					
	RH.					

ATTESTED :- Pankaj Jain

 CHANDAN NANDA	LH.					
	RH.					

ATTESTED :- CHANDAN NANDA












 ANIL KUMAR	LH.					
	RH.					

ATTESTED :- ANIL KUMAR












SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908









N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 সাঁচি বেদন	LH.					
	RH.					

ATTESTED :- সাঁচি বেদন

 Monaxuma Monchi	LH.					
	RH.					

ATTESTED :- Monaxuma Monchi

 সাঁচি বেদন	LH.					
	RH.					

ATTESTED :- সাঁচি বেদন

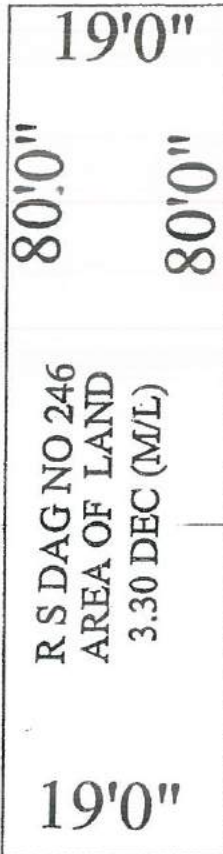
SITE PLAN OF R.S. & L.R. DAG NO. - 246 R S KHATION NO 597
 L R KHATION NO 1953 AT MOUZA CHAKPACHURIAJ. NO 33
 R S NO 205.5 TOUZI NO 145 P S RAJAR HAT NOW UNDER NEW TOWN
 DIST NORTH 24 PARGANAS

AREA SHOWN IN RED BORDER -
 SCALE 30' = 1"

AREA SHOWN IN RED BORDER
 SCALE 50' = 1"



R S DAG
 NO 246(p)



R S DAG NO 246(p)

R S DAG NO 245

চকপাচুরিয়া
 মসজিদ
 মসজিদ

Monorama Mondal

R S DAG
 NO 246(p)

মসজিদ

Drawn By :

(Signature)



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

Endorsement For Deed Number : I - 00962 of 2011
(Serial No. 00996 of 2011)

On

Payment of Fees:

On 25/01/2011

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

Presented for registration at 21.20 hrs on :25/01/2011, at the Private residence by Deb Das Sardar , one of the Executants.

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

Execution is admitted on 25/01/2011 by

1. Deb Das Sardar, son of Lt. Habul Sardar , Village:Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
2. Madhu Sudhan Sardar, son of Lt. Habul Sardar , Village:Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
3. Rekha Rani Sardar, wife of Lt. Habul Sardar , Village:Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
4. Panchi Bala Baidya, wife of Dilip Baidya , Village:Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
5. Monorama Mondal, wife of Sanjay Mondal , Village:Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife

Identified By Ranjit Sardar, son of Basudeb Sardar, Village:Chakpancghuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Business.

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

On 27/01/2011

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:

Amount By Cash

Rs. 8803/-, on 27/01/2011

(Under Article : A(1) = 8789/-, E = 147/- on 27/01/2011)

Certificate of Market Value(WB PUVI rules of 2001)



(Signature)
Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
(Debasish Dhar)

27 JAN 2011

ADDITIONAL DISTRICT SUB-REGISTRAR



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

Endorsement For Deed Number : I - 00962 of 2011
(Serial No. 00996 of 2011)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-800000/-


Certified that the required stamp duty of this document is Rs.- 40020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 39920/- is paid 10966225/01/2011 State Bank of India, SWASTHYA BAHWAN, received on 27/01/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR




Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

27 JAN 2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69:

Registered in Book - I
CD Volume number 2
Page from 9174 to 9191
being No 00962 for the year 2011.



(Debasish Dhar) 28-January-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal