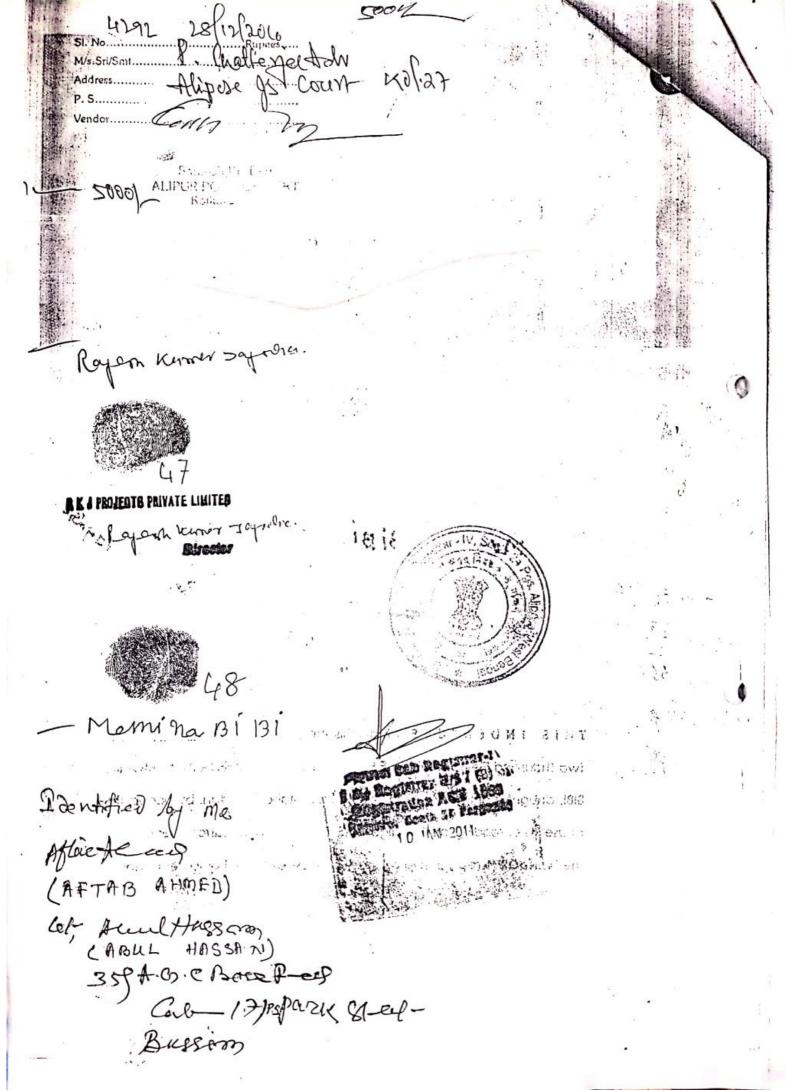


BIBI, daughter of late Walijan Khan, by faith Mohammedan, by occupation House wife, residing at Kamalgaji, P.S. Sonarpur hereinafter referred to as the VENDOR (which term or expression unless excluded by or repugnant to







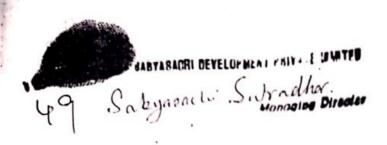
context shall mean and include her legal heirs, successors, representatives, executors, administrators, and assigns) of the First Part;

#### AND

M/S. RKJ PROJECTS PRIVATE LIMITED, a registered company, incorporated under The Companies Act,1956, having its Registered Office at Chatterjee International Centre, 33A, Jawaharlal Nehru Road, 10th Floor, Room No.02, Police Station Shakespeare Sarani, Kolkata 700 071 represented by its Director SRI RAJESH KUMAR JAJODIA, son of Sri Hari Mohan Jajodia, by faith Hindu, by occupation Business, residing at 85/1, Ballygunge Place, Police Station Gariahat, Kolkata 700 019, hereinafter referred to as the P U R C H A S E R (which term or expression unless excluded by or repugnant to the context shall include its successors in office, executors, administrators, representatives, nominees and assigns) of the Second Part;

## AND

M/S. SABYASACHI DEVELOPMENT PRIVATE LIMITED, a registered company, incorporated under The Companies Act, 1956, having its Registered Office at Sutradhar House, A/40, New Raipur, Police Station Jadavpur, Kolkata 700 084 formerly at Premises No.B/10/B, Bapujinagar, Kolkata 700 092, represented by its Director SRI SABYASACHI SUTRADHAR residing at Sutradhar House, A/40, New Raipur, Police Station Jadavpur, Kolkata 700 084, hereinafter referred to as the CONFIRMING PARTY (which term or expression unless excluded by or repugnant to the context shall include its successors in office, executors, administrators, representatives, nominees and assigns) of the Third Part;





C IN 2011

WHEREAS One Naba Mondal was the sole and absolute owner of All That a piece and parcel of Sali Land admeasuring 23 Decimals be the same a little more or less comprised in Mouza Kumrakhali, J.L.No.48, R.S. No.101, Touzi No. 255, R.S. Khatian No.61, R.S. Dag No. 1509, Police Station Sonarpur, District South 24 Paranas.

AND WHEREAS the said Naba Mondal died intestate leaving behind him surviving his four sons namely Ibrahim Mondal, Kotchimuddin Mondal, Korban Mondal and Yasin Mondal who jointly inherited the aforesaid property that the said Late Naba Mondal died possessed of.

AND WHEREAS the aforesaid sons of Naba Mondal while in joint possession of the aforesaid properly as joint owners thereof, Yasin Mondal one of the sons of the said Naba Mondal died intestate leaving behind him surviving his widow Achiran Bibi and four daughters who jointly the undivided right, title, interest and share in the said property that the said Yasin Mondal died possessed of.

AND WHEREAS Achiran Bibi and her four daughters while in joint possession of the aforesaid property, granted, sold, transferred and conveyed their undivided share in the aforesaid property being 5 Decimals of land out of the aforesaid property unto and in favour of Sashibhusan Bhattacharjee by a registered deed of conveyance dated 08.10.1958 duly executed and registered in Book No.1, Volume No.84, at Pages 206 to 208, being Deed No.7983 for the year 1958 of the office of Sub Registrar at Baruipur.

AND WHEREAS Ibrahim Mondal, Kotchimuddin Mondal, Korban Mondal, the other co-owners of the aforesaid property subsequently granted, sold, transferred and conveyed their undivided share in the aforesaid property

4

being 18 Decimals of land out of the aforesaid property unto and in favour of one Sashibhusan Bhattacharjee by a registered deed of conveyance dated 30.01.1959 duly executed and registered in Book No.I, Volume No.12, at Pages 255 to 257, being Deed No.633 for the year 1959 of the office of Sub Registrar at Baruipur.

AND WHEREAS Sashibhusan Bhattacharjee thus became sole and absolute owner in respect of 23 Decimals of the subject property by two successive purchases as aforesaid.

AND WHEREAS Sashibhusan Bhattacharjya while thus in exclusive possession and occupation of the aforesaid property as sole and absolute owner thereof, granted, sold, transferred and conveyed the aforesaid property being 23 Decimals of land unto and in favour of one Smt. Mimita Sharma wife of Debendar Sharma by a registered deed of conveyance dated 12.11.1979 duly executed and registered in Book No.I, Volume No.140, at Pages 244 to 246, being Deed No.6062 for the year 1979 of the office of Dist. Registrar at Alipore.

AND WHEREAS Smt. Mimita Sharma while thus in exclusive possession and occupation of the aforesaid property as sole and absolute owner thereof, granted, sold, transferred and conveyed the aforesaid property being 23 Decimals of land unto and in favour of Momina Bibi daughter of Walijan Khan by a registered deed of conveyance dated 21.05.1985 duly executed and registered in Book No.1, Volume No.115, at Pages 44 to 50, being Deed No.6814 for the year 1985 of the office of Dist. Registrar at Alipore.

AND WHEREAS Sashibhusan Bhattachariya and his wife Smt. Surama Devi also jointly owned, hold and possessed 31 Decimals of land comprised in Pargana

Medanmolla, R.S.Dag No. 1511 under old Khatian No.34, new Khatian No.1505 of Mouza Kumrakhali, J.L.No.48, Touzi No.255, R.S. No.131, Police Station Sonarpur by purchase.

AND WHEREAS the said Sashibhusan Bhattacharjya and his wife Smt. Surama Devi while thus in possession and occupation of the aforesaid property, jointly granted, sold, transferred and conveyed specifically demarcated 5 (Five) Decimals of land out of the aforesaid 31 Decimals unto and in favour of Momina Bibi for valuable consideration by virtue of a registered deed of conveyance dated 27.03.1981 duly executed and registered in the office of the Registrar, Alipore in Book No.1, Volume No.167, Pages 161 to 166, Being Deed No.4424 for the Year 1981.

AND WHEREAS Momina Bibi although being the recorded owner of 23 Decimals and 5 Decimals of Bastu land by purchase as aforesaid by at present by actual measurement, the land available to Momina Bibi is 15 Kattahs 5 Chhattaks 26 Sq.feet (26 Decimals) be the same a little more or less, comprised in Mouza Kumrakhali, J.L.No.48, R.S. No.131, Touzi No. 255, R.S. Khatian Nos.61,1505 (old 34), L.R. Khatian No.970, R.S. Dag Nos. 1509, 1511, L.R. Dag Nos.1588,1590, Police Station Sonarpur, District South 24 Paranas, Holding No. 171, Kumrakhali under Ward No. 25 (now Ward No.27) of Rajpur Sonarpur Municipality and has been in possession thereof as sole and absolute owner thereof, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as 'The Said Property'.

AND WHEREAS the Momina Bibi, the VENDOR herein, had entered into a unregistered agreement dated 31.12.1999 for development of the said

property with M/s. Sabyasachi Development Private Ltd., the CONFIRMING PARTY herein.

AND WHEREAS the Confirming Party herein has agreed to transfer and assign all his rights under and by virtue of the said agreement dated 31.12.1999 for purchase of the said property unto and in favour of the Purchaser herein and has also agreed to confirm the sale of the said property by being a confirming party in these presents.

AND WHEREAS the Vendor has agreed to sell, transfer and convey and the Purchaser has agreed to Purchase and the Confirming Party has agreed to confirm such sale and transfer unto and in favour of the Purchaser herein of ALL THAT the piece and parcel of Bastu Land admeasuring 15 Kattahs 5 Chhattaks 26 Sq.feet (26 Decimals) be the same a little more or less, comprised in Mouza Kumrakhali, J.L.No.48, R.S. No.131, Touzi No. 255, R.S. Khatian Nos.61,1505 (old 34), L.R. Khatian No.970, R.S. Dag Nos. 1509, 1511, L.R. Dag Nos.1588,1590, Police Station Sonarpur, District South 24 Paranas, Holding No. 171, Kumrakhali under Ward No. 25 (now Ward No.27) of Rajpur Sonarpur Municipality Together With Brick Walled R.T.Shed structures thereon having a Superbuilt up area of 1200 Sq.feet at and for a settled consideration of sum of Rs.1,10,00,000/- (Rupees One Crore Ten Lacs Only) free from all encumbrances, charges, attachments, liens and lispendences whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.1,00,00,000/- (Rupees One Crore Only) paid at or immediately before the execution of these presents by the Purchaser to the Vendor, and a sum of Rs.10,00,000/- (Rupees Ten Lacs Only)-paid at or immediately before the execution of these presents by the

Purchaser to the Confirming Party Iowards the cost of development made by the confirming party to the said property, thus totalling to Rs.1,10,00,000/-(Rupees One Crore Ten Lacs Only) which the Vendor and Confirming Party herein do hereby admit and acknowledge their respective amounts and of and from the same and every part thereof the Vendor acquits, releases and discharges the Purchaser and also the said property and indefeasibly grant, sell, convey, transfer convey, assign and assure unto the Purchaser free from encumbrances attachment and other defects in title ALL THAT the piece and parcel of Bastu Land admeasuring 15 Kattahs 5 Chhattaks 26 Sq.feet (26 Decimals) be the same a little more or less, comprised in Mouza Kumrakhali, J.L.No.48, R.S. No.131, Touzi No. 255, R.S. Khatian Nos.61,1505 (old 34), L.R. Khatian No.970, R.S. Dag Nos. 1509, 1511, L.R. Dag Nos.1588,1590, Police Station Sonarpur, District South 24 Paranas, Holding No. 171, Kumrakhali under Ward No. 25 (now Ward No.27) of Rajpur Sonarpur Municipality more fully and specifically described in the SCHEDULE hereunder written OR HOWSOEVER otherwise the said property space be called known numbered described and distinguished TOGETHER WITH all the benefits and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said premises or any part thereof and particularly to the said property and right of egress and ingress belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof TOGETHER WITH the rights of use in common with others of sewers, drains, ways, entrances, paths, passages, fences, walls, waters, water course's, common areas as per the said plan AND ALL THE ESTATE right, title inheritance, use, trust, property interest and claim and demand whatsoever both at law and in equity of the Vendor into or upon and in relation to the said property AND all deeds pattas and muniments, writings and evidences of title which is any wise is relating to or concerning the said property and which now are or hereafter shall or may be in the custody, possession power or control of the Vendor or any other person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO ENTER INTO AND TO HAVE AND HOLD AND TO OWN POSSESS AND ENJOY the said property hereby granted sold conveyed and transferred or expressed UNTO AND TO THE USE of the Purchaser absolutely and forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claim, liens, etc. whatsoever created or suffered by the Vendor from to these presents subject nevertheless to the covenants and conditions as would appear hereinafter AND THAT the Vendor doth hereby covenant and agree with the Purchaser that notwithstanding any act, deed or thing whatsoever, by the Vendor or any of her predecessors and ancestors in title, done or executed or knowingly suffered to the contrary, the Vendor had all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceable and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and

released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save and indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute, or cause to be done and executed all such acts, deeds, and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendor or any breach of the covenants herein contained.



ALL THAT the Piece and parcel of Bastu Land admeasuring 15 Kattahs 5 Chhattaks 26 Sq.feet (26 Decimals) be the same a little more or less, comprised in Mouza Kumrakhali, J.L.No.48, R.S. No.131, Touzi No. 255, R.S. Khatian Nos.61,1505 (old 34), L.R. Khatian No.970, R.S. Dag Nos. 1509, 1511, L.R. Dag Nos.1588,1590, Police Station Sonarpur, District South 24 Paranas, Holding No. 171, Kumrakhali under Ward No. 25 (now Ward No.27) of Rajpur Sonarpur Municipality, specifically delineated in the map or plan annexed hereto and marked with RED Border OR HOWSOEVER OTHERWISE the same is called known numbered described and distinguished which is butted and bounded as follows:

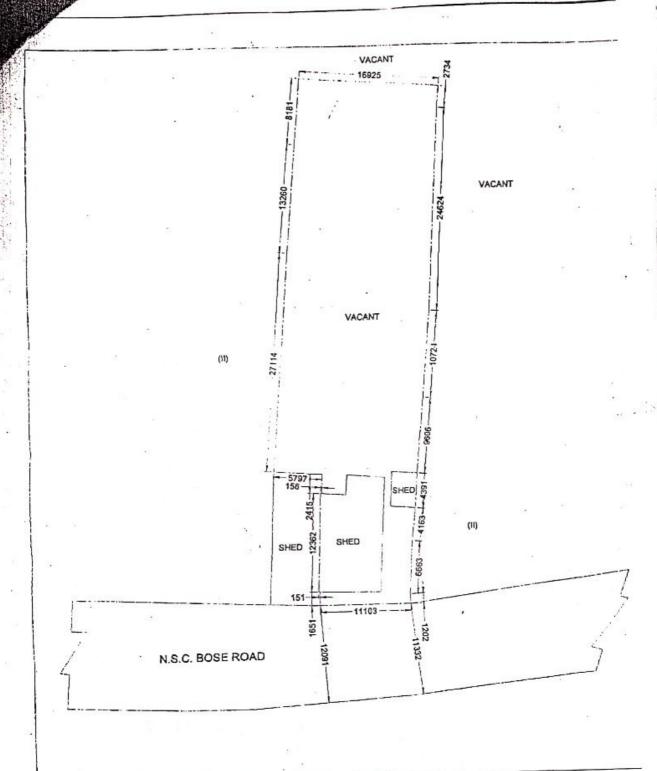
On the North: By land of R.S.Dag No.1512 and 1510;

On the South: By building and land of R.S. Dag No.1507,1508 and

1504;

On the East: By land of R.S.Dag No.1502;

On the West: By 40 feet wide Garia Baruipur Road (N.S.C.Bose Road);



SITE PLAN AT KAMALGAZI, KOLKATA- 700 103, WARD NO.- 27, UNDER RAJPUR SONARPUR MUNICIPALITY



Momina Bi Bi

Sabyesachi Subradher

BE & PROJECTS PRIVATE LIMITED

Rayeron Kerroer Japana

IN WITNESS WHEREOF the parties hereto put their respective hands and seals on the day month and year first above written.

Momina Bi 131

SIGNED AND DELIVERED by the Vendor at Kolkata in the presence of :

(MOMINA BIBI AXVPB5210D)

1. After AR and 35/ AG, cosover Road Cal - 12

2. Rayeer Japadia 115, Selimbur Road Kolkata. 31

E K & PROJECTS PRIVATE LIMITED

Rayorh Kurror Japaha

SIGNED AND DELIVERED By the Purchaser At Kolkata in presence of:

(RAJESH KUMAR JAJODIA ACXPJ4908K)

1. Affar de al 35/ ACIC Bose Ross Car-17

2. Rajeer Tajedia. 115 Sclimper Read Kolkista - 31

SIGNED AND DELIVERED by the Confirming Party at Kolkata in the presence of :

Sabyasachi Sutradhir

(SABYASACHI SUTRADHAR PAN NO: AADC 5 5 30 3 C.

. et. ·

1. Affaa Heraf 35 ftg. e nachad Cal- 17

2. Rayeer Jajadia. 115, Sclinpur Road Kotkata - 31

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs Only) being the full consideration money as per memo below:

#### MEMO OF CONSIDERATION

By Pay Order No. 591220 dated 08.01.2011 on Corporation Bank for .....

Rs. 50,00,000/-

By Pay Order No. 591221 dated 08:01.2011 on Corporation Bank for .....

Rs. 50,00,000/-

Rs. 1,00,00,000/-

Marnina BiBi

(Rupees One Crore Only)

VENDOR

By Banker's Cheque No. 591213 abydated 08.01.2011 on Corporation Bank for.....

Rs. 10,00,000/-

Rs.10,00,000/-

Sabysadi Suradiu

CONFIRMING PAR

(Rupees Ten Lacs Only)

WITNESSES :-

1. After the as 35/AGCBBCROOP Cal-17

2. Rajeer Jajodia. 115, Selimpur Road Kalkala - 31

Drafted by me and prepared in my office,

(Pradip Chatterjee, Advocate, WB/745/87).



# Government Of West Bengal Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 00187 of 2011

(Serial No. 00142 of 2011)

**On** 

Payment of Fees:

On 10/01/2011

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

Presented for registration at 18.00 hrs on :10/01/2011, at the Private residence by Rajesh Kumar Jajodia Claimant.

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

Execution is admitted on 10/01/2011 by

- 1. Momina Bibi, daughter of Lt Walijan Khan , Kamalgaji, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: House wife
- Sabyasach Sutradhar
   Director, Sabyasachi Development Pvt Ltd, Sutradhar House A/40 New Raipur, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700084.
   By Profession: ----

Identified By Aftab Ahmed, son of Lt. Abul Hassan, 359a G.c.bose Rd, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700017, By Caste: Muslim, By Profession: Business.

( Dulai Chandra Saha )
DISTRICT SUB-REGISTRAR-IV

On 11/01/2011

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

01/2011

(24333)-, E = 7/-, H = 28/-, M(b) = 4/- on 11/01/2011)

ertificate of Market Value (WB PUVI rules of 2001)

DISTRICT SUB-REGISTRAR-IV



### Government Of West Bengal Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

## Endorsement For Deed Number: I - 00187 of 2011 (Serial No. 00142 of 2011)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-11303716/-

Certified that the required stamp duty of this document is Rs.- 791270 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### Deficit stamp duty

#### Deficit stamp duty

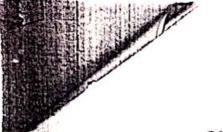
- 1. Rs. 49000/- is paid, by the draft number 162160, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 2. Rs. 49000/- is paid, by the draft number 162159, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 3. Rs. 49000/- is paid, by the draft number 162161, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 4. Rs. 49000/- is paid, by the draft number 162162, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 5. Rs. 49000/- is paid, by the draft number 162163, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 6. Rs. 49000/- is paid, by the draft number 162164, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 7. Rs. 49000/- is paid, by the draft number 162165, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 8. Rs. 49000/- is paid, by the draft number 162166, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 9. Rs. 49000/- is paid, by the draft number 162167, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 10.Rs. 49000/- is paid, by the draft number 162168, Draft Date 07/01/2011, Bank Name State Bank of India, ALIPORE, received on 11/01/2011
- 11. Rs. 49000/- is paid, by the draft number 137366, Draft Date 05/01/2011, Bank Name State Bank of India, BALLYGUNGE RAILWAY STN, received on 11/01/2011
- 12. Rs. 49000/- is paid, by the draft number 137367, Draft Date 05/01/2011, Bank Name State Bank of India, BALLYGUNGE RAILWAY STN, received on 11/01/2011

13. Rs. 49000/- is paid, by the grayout 137365, Draft Date 05/01/2011, Bank Name State Bank of execved on 11/01/2011 India, BALLYGUNGE R

Rium ben 13/364, Draft Date 05/01/2011, Bank Name State Bank of 14. Rs. 49000/- is paid, by the di received on 11/01/2011 India, BALLYGUNGE RAILWA

> Bulal ChandraSaha ) DISTRICT SUB-REGISTRAR-IV

011/2011-15:47:00 CommentPage 2 of 3





## Government Of West Bengal Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 00187 of 2011 (Serial No. 00142 of 2011)

- 15. Rs. 49000/- is paid, by the draft number 137363, Draft Date 05/01/2011, Bank Name State Bank of India, BALLYGUNGE RAILWAY STN, received on 11/01/2011
- 16. Rs. 6305/- is paid, by the draft number 184553, Draft Date 07/01/2011, Bank Name State Bank of India, BALLYGUNGE, received on 11/01/2011
- 17.Rs. 45000/- is paid, by the draft number 137389, Draft Date 07/01/2011, Bank Name State Bank of India, BALLYGUNGE RAILWAY STN, received on 11/01/2011

( Dulal Chandra Saha ) DISTRICT SUB-REGISTRAR-IV



(Dulal ChandraSaha )
DISTRICT SUB-REGISTRAR-IV

01/201115:47:00 Endorsement Rage 3:0f:3

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 3517 to 3536 being No 00187 for the year 2011.



(Dulal ChandraSaha) 11-January-2011 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal

