

05886/07

B/A-098

I-04868 04391



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

B 151080

M.v 4,84,670/-



1800
20000
Cheque No. 105658
for Rs. 20800/-

23,5.07

SALE DEED

THIS SALE DEED IS made this 23rd day of May, Two Thousand and Seven **BETWEEN** (1) **PANCHU MONDAL**, son of Gobindo Mondal, aged about 33 years, by faith Hindu and (2) **SARASWATI BISWAS**, wife of Lakshmikanta Biswas, by faith Hindu, both residing at Village Bajetaraf, P.O. Sikharpur, P.S. Rajarhat, District North 24-Parganas,

A -	4774
E -	7
g -	55
m(a) -	25
m(b) -	4
<hr/>	
	4865/-

220
A
23,510

484670
A 4774
B 151080
55
4865/-

404
484
4774

159757 29 MAR 2007

Sold to
Addressed **M. K. Chowdhary & Co.**
ADVOCATE
10, Old Post Office Street
Room No. 21, 1st Floor
KOLKATA - 700 001

2-00p.m.

L. S. VISHAI
ESU COPY - CL.

23rd May 07
by - Sarraj Udaykr.
one of the executants
Sarraj Udaykr.

10107

EAGEL HOUSING PVT. LTD.
Sarraj Udaykr.
Authorized Signatory



10108

সরজ উদয়ক্র

10109

সরস্বতী বিস্বাস

23.5.07

Sarraj Udaykr.
As authorized signatory.
for Eigel Housing Pvt. Ltd.
office at 63/1A, Sarat -
Bose Rd. Kol - 25.

Panchu Mondal.
S/O G. Mondal.
Saraswati Biswas.
w/o L. Biswas. Both at
Vill - Bajetaraf, P.O. - Sikharpur,
P.S. - Rajarhat, 24 Pgs (N).

Md. Sirajul Molla.
Vill & P.O. - Chandpur.
P.S. - Rajarhat
Dist - 24 Pgs.
business.

23.5.07

সরস্বতী বিস্বাস
সরজ উদয়ক্র
29/3/07
24 Pgs (N)
24 Pgs (N)

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 and assigns) of the **ONE PART AND EAGEL HOUSING PRIVATE LIMITED**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 63/1A, Sarat Bose Road, Kolkata 700 025, hereinafter referred to as "**THE PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**.

WHEREAS Harani Roy, widow of Late Sridhar Roy and Naba Kumar Biswas, son of Late Amulya Charan Biswas, sold, transferred and conveyed all that piece and parcel of land measuring an area 2616 Sq.ft. equivalent to 5.21 Sataks out of 104 Sataks along with other, be the same little more or less lying and situated at Mouza Bajetaraf, J.L. no. 50, Hal Dag Nos. 97 & 102, under R.S. Khatian No. 203 & 185, classified as Danga Land, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, unto and in favour of Ponchu Kumar Mondal alias Panchu Mondal, the Vendor no. 1 herein, by a Sale Deed dated 09.01.2002 which was duly registered with the office of District Registrar at Barasat and recorded in Book no. I, Being no. 10722.

AND WHEREAS Astapada Biswas, son of Late Amulya Charan Biswas and Sikha Biswas, wife of Astapada Biswas, sold, transferred and conveyed all that piece and parcel of land measuring an area of 3 (but physically 2.30 Sataks) out of 104 Sataks along with other, be the same



little more or less lying and situated at Mouza Bajetaraf, J.L. no. 50, Hal Dag Nos. 97 & 102, under R.S. Khatian No. 185, classified as Danga Land, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas, unto and in favour of Saraswati Biswas, the Vendor no. 2 herein, by a Sale Deed dated 07.11.2003 which was duly registered with the office of District Registrar at Barasat and recorded in Book no. I, Being no. 10920.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 7.51 Decimal equal to 4 Cottahs 8 Chittack and 31.35 Sq.ft. out of 104 Decimal be the same little more or less lying and situated in Mouza Bajetaraf, J.L. no. 50, Hal Dag nos. 97 & 102, under R.S. Khatian No. 203 & 185, L.R. Khatian nos. 37 & 206/1, classified as Danga Land, Under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24 Parganas, the property more fully and particularly referred, explained and described in the **SCHEDULE** hereunder written and/or given and are in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS the Vendors herein have duly been recorded their names in the book of Chandpur Gram Panchayet as well as recorded their names in the records of right of the Block Land & Land Reforms



✓

1857

Office and as such the Vendors herein became the Owners of the said property as per law of land.

AND WHEREAS since then the Vendors herein have been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for their aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendors and no portion in any manner whatsoever is under and "BHAGCHASE".

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).



Handwritten signature in blue ink above a purple rectangular stamp.

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendors have not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendors nor any such notice has been published.

AND WHEREAS the Owners/Vendors herein has agreed to sell and the Purchaser has agreed to purchase of the SCHEDULE property hereunder written at or for a total consideration of Rs. 4,34,670/- (Rupees Four Lac Thirty Four Thousand Six Hundred Seventy) only, the said Schedule property is free from all encumbrances, attachments, liens and lispensens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 4,34,670/- (Rupees Four Lac Thirty Four Thousand Six Hundred Seventy) only paid by the Purchaser herein to the Owners/Vendors herein at or before the execution these presents, the receipt whereof the



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Owners/Vendors herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever **ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE** the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances **WHATSOEVER** to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendors at law and in equity into, upon, over and concerning the said properties or any part thereof **AND ALL** the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever **TOGETHER WITH ALL** the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred,

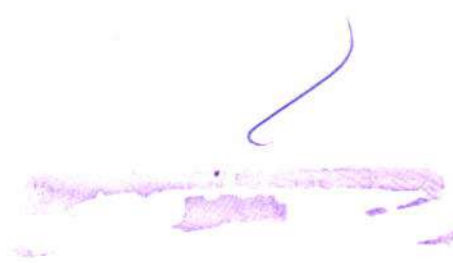


~~Registered at Calcutta~~

alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendors or any other person and persons from whom he may procure the same without any action or suit and **TO HAVE AND TO HOLD** the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Owners/Vendors or her/his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispendens and adverse claim **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Vendors or her/his ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever aforesaid the Owners/Vendors has good right, full power and absolute authority and indefeasible right, title and interest and well and



sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owners/Vendors or any person or persons lawfully and equitably claim under or in trust for the Owners/Vendors or her/his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispensens, adverse claims, debts and hindrances whatsoever made or suffered by the Owners/Vendors, his/her ancestors or predecessors-in-title AND FURTHER the Owners/Vendors covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the Kolkata Municipal Corporation AND the Owners/Vendors and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-in-interest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and



persons claiming under them and the Owners/Vendors shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendors inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendors as to protection and indemnity against any possible claim by any persons if he/she/they is/are discovered to be still alive or became the Owners of the schedule property, the Vendors do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendors have in themselves good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.
2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.



3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendors herein.

4. That Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

5. The Vendors do hereby certify that the said properties, under SCHEDULE is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of lands containing by measurement an area of 7.51 Decimal equal to 4 Cottahs 8 Chittack and 31.35 Sq.ft. out of 104 Decimal be the same little more or less lying and situated in



Mouza Bajetaraf, J.L. no. 50, Hal Dag nos. 97 & 102, under R.S. Khatian No. 203 & 185, L.R. Khatian nos. 37 & 206/1, classified as Danga Land, Under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24 Parganas, number of Dag, Khatian and other particulars are as follows :-

<u>Mouza</u>	<u>Khatian No.</u>	<u>Hal Dag No.</u>	<u>Area</u>	<u>Share</u>	<u>Classifi- cation of plot as per ROR</u>	<u>Annual Rent to be paid as per amended provisions of W. B. L. R. Act, 1955.</u>
Bajetaraf	203 (R.S.) 37 (L.R.)	97	1.71 Sataks out of 6 Sataks which arising out of 55 Sataks	311	Danga	Rs.
Bajetaraf	185 (R.S.) 206/1 (L.R.)	102	3.50 Sataks out of 15 Sataks which arising out of 49 Sataks	714	Danga	Rs.
Bajetaraf	185 (R.S.) 37 (L.R.)	97	1.30 Sataks out of 55 Sataks	236	Danga	Rs.
Bajetaraf	185 (R.S.) 206/1 (L.R.)	102	1 Satak out of 12 Sataks which arising out of 49 Sataks	204	Danga	Rs.



1

[Handwritten signature]

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

SIGNED, SEALED AND DELIVERED

by the Vendors in the presence of

WITNESSES:

1. malabari Ali
mobRoek pur
RajAH HAT
DIS. 24 PGJ
2. MD. Sirajul Molla.
V+A chandpur
P.S. Rajshahi
DIS. 29 PGJ(H)
cal. 135

মালবরি আলি
মোবরোকপুর
রাজাহাট
ডিস. ২৪ পগজ

VENDORS

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. malabari Ali
2. MD. Sirajul Molla

Read over, explained
in Bengali and
Drafted by me

Arup Kr. Deb.
Advocate

High court, Calcutta.

EAGEL HOUSING PVT. LTD.

Sarraf Mulya, M.A.

Authorised Signatory
PURCHASER



✓

~~Department of Revenue~~
~~1924~~

RECEIPT

Received a sum of Rs. 4,34,670/- (Rupees Four Lac Thirty Four Thousand Six Hundred Seventy) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:

MEMORANDUM OF CONSIDERATION

By Cash

Rs. 4,34,670/-

(Rupees Four Lac Thirty Four Thousand Six Hundred Seventy) only.

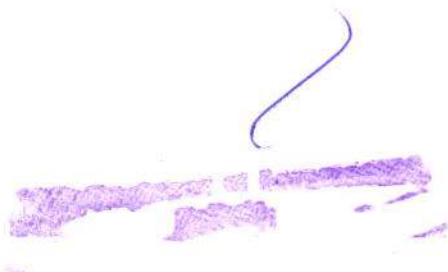
Witnesses :-

1. *Mahabub Ali*

M. D. Sirajul Mulla
 সর্জনী বিক্রয়

VENDORS

2. *M. D. Sirajul Mulla*



SPECIMEN FORM FOR TEN FINGER PRINTS



M. Anand Kumar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



M. S. S. S.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



S. S. S. S.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

SPECIMEN FORM FOR TEN FINGER PRINTS

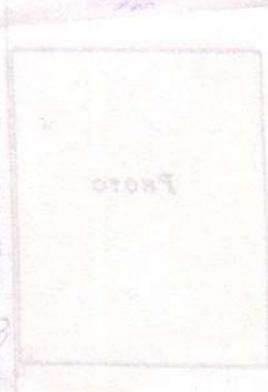
Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

D. J. [Signature]



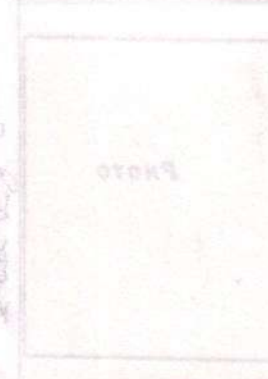
Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

D. J. [Signature]



Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

D. J. [Signature]



Left Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb

D. J. [Signature]



Agreement No. _____
Book No. I
Volume No. I
Page 1 of 16
Serial No. 54391
2007

DATED THIS 23rd DAY OF MAY, 2007

BETWEEN

PANCHU MONDAL & ANR.


VENDORS

AND

EAGEL HOUSING PRIVATE LIMITED

PURCHASER





25-6-07

DEED OF SALE






A.K. CHOWDHURY & CO.
Advocate
10, Old Post Office Street,
Kolkata - 700001.