100 224/2014



পশ্চিমৰুঙ্গা पश्चिम बंगाल WEST BENGAL

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

BIOS MAL AS

Addl. Operict Sub-Registrer CHy)
Sudhanneger, (Sex Late CHy)
2 7 JAN 2014

# DEED OF SALE

THIS DEED OF SALE is made on this 24th day of January, Two
Thousand and Fourteen in the Christian Era,

#### BETWEEN

**SRI SOHAN LAL SHAW** and **SRI JAGADISH PRASAD SHAW**, both sons of Late Jagabandhan Ram Shaw, both by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 4, Maniktalla Bazar Lane, P.S. Burtalla, Kolkata – 700 006, hereinafter jointly called and referred to as the as the "**VENDORS**"



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(which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, nominees, legal representatives, administrators and assigns) of the **ONE PART.** 

#### AND

KEDARNATH NIRMAN PVT. LTD., a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its Director: SATHI MONDAL wife of Bikash Mondal, by faith — Hindu, by Nationality — Indian and [2] CHANDRA SEKHAR NIRMAN PVT. LTD, a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its Director: SARAT KUMAR MONDAL son of Late Abinash Chandra Mondal, by faith — Hindu, by Nationality — Indian, hereinafter called and referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their successor-in-office and assigns) of the OTHER PART

WHEREAS, by a Deed of Sale dated 26th day of December, 1959, registered in the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 121, Pages 151 to 153, Being No. 8619 for the year 1959, the recorded owner Labyanna Prova Ghosh sold, transferred and conveyed her right, title and interest to Smt. Kalpana Bose ALL THAT piece and parcel of land measuring 29 Sataks comprised in C. S. Dag No. 3812, R. S. Dag No. 2828 under C. S. Khatian No. 176, R. S. Khatian No. 232 and thereafter Khanda R. S. Khatian No. 2707, appertaining to Mouza – Gopalpur, P.S. Rajarhat presently Airport in the District of 24 – Parganas, presently North 24 – Parganas, against valuable consideration recorded therein.

AND WHEREAS, the said Kalpana Bose, while in absolute possession of the aforesaid landed property, governed by Dayabhaga School of Hindu Law died intestate on 13-11-1987 at



N. e. T. 9

Jagadush Rasad Shaw

Bibash hondal S/o Sanat Kuman Mondal Kuishnapun, Puntapana, Kalkata - 7001012.



Add. Corriet Sub-Regiones? Endhanneser, (Satt Late City)

2 4 JAN 2014

Delhi leaving behind surviving her only son Sri Dipak Bose and only daughter Dipali Bimbhat as her only legal heirs and successors by operation of the Hindu Succession Act, 1956 and her aforesaid landed property devolved upon her legal heirs and successors in equal shares.

the said Sri Dipak Bose and Smt. Dipali AND WHEREAS, Bimbhat, while in absolute joint possession of the aforesaid landed property sold, conveyed and transferred ALL THAT piece or parcel of revenue paying Rayata Dakhali Swatya Shali land measuring 3 (three) Cottahs 9 (nine) Chittacks 07 (seven) Square Feet, a little more or less, appertaining to Mouza - Gopalpur, J.L. No. 2, R. S. No. 140, Touzi No. 2998 in the District of North 24 - Parganas, TOGETHER WITH all easement rights of common passage comprised in part of C. S. Dag No. 3812, R. S. Dag No. 2828 under C. S. Khatian No. 176, R. S. Khatian No. 232, there under Khanda R. S. Khatian No. 2707 within the local limits of Rajarhat at present Dum Dum Airport Police Station, Additional District Sub-Registration Office at Bidhannagar (Salt Lake City) in the District of North 24 - Parganas, to the Vendors hereto, by virtue of a Deed of Sale dated 26th day of November, 1991, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 176, Page 17 to 26, Being No. 9674 for the year 1991, against valuable consideration recorded therein.

AND WHEREAS, by virtue of the aforesaid outright purchase the Vendors hereto have been enjoying the aforesaid landed property as joint owners by recording their names in the Records of the Competent Authority B.L. & L.R.O. vide L.R. Khatian No. 10685 land measuring 3 (three) decimals in the name of Sohan Lal Shaw and L.R. Khatian No. 10684 land measuring 3 (three) decimals in the name of Jagadish Prasad Shaw and have been enjoying the absolute right to dispose of the same in accordance with their choice and desire.

AND WHEREAS, due to some lawful ground the Vendors hereto have decided to sell, transfer and convey **ALL THAT** piece or parcel of revenue paying Rayata Dakhali Swatya Shali land measuring 3

(three) Cottahs 9 (nine) Chittacks 07 (seven) Square Feet, a little more or less, appertaining to Mouza - Gopalpur, J.L. No. 2, R. S. No. 140, Touzi No. 2998 in the District of North 24 - Parganas, TOGETHER WITH all easement rights of common passage comprised in part of C. S. Dag No. 3812, R. S. Dag No. 2828 under C. S. Khatian No. 176, R. S. Khatian No. 232, thereunder Khanda R.S. Khatian No. 2707 within the local limits of Rajarhat Gopalpur Municipality Ward No. 05, Police Station - Airport, Additional District Sub-Registration Office at Bidhannagar (Salt Lake City) in the District of North 24 - Parganas, more fully and particularly described in the Schedule hereunder written and the Purchasers hereto have also desired to purchase the aforesaid property hereinafter referred to as the "Said Property" for a total consideration of Rs. 24.00.000/= (Rupees twenty four lakh) only which is considered to be the valuable consideration at this time.

AND WHEREAS, the Vendors hereto have represented and declared to the Purchasers as follows: -

- That they are the absolute owners of the said property and no other person has any interest therein;
- ii) That the Vendors have not made any Agreement with any other person or persons.
- iii) That the Vendors hereto have good marketable title with the right to sell, transfer and convey of the Schedule Property.
- Notice or scheme of acquisition or requisition of the State Government and not affected by any proceedings under the Urban Land (Ceiling and Regulations) Act 1976 and not affected by any Proceeding either under the West Bengal Estates Acquisition Act, 1953 or under the West Bengal Land Reforms Act, 1955.

- v) That after purchasing the Schedule Property the Purchasers shall be entitled to mutate its name in the Records of the Local Municipal Authority/Panchayet as well as in the office of the B. L. & L. R. O., and shall enjoy the property without interruption or hindrances from the Vendors and/or their legal heirs and successors in any manner.
- vi) That the Vendors have not concealed and suppressed any material facts relating to the Schedule Property.
- vii) That the Vendors shall be liable to pay all outgoings to the Competent Authorities up to the date of handing over possession of the Schedule Property to the Purchasers.

AND WHEREAS, relying on the representation made by the Vendors, the Purchasers hereto have made full payment of consideration money to the Vendors against proper receipts which has been recorded in the Memo of Consideration furnished herein below and after acknowledging full consideration the Vendors hereto have agreed to execute Deed of Sale for more perfectly transferring the right, title and interest of the property in favour of the Purchasers.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said understanding and in consideration of a sum of **Rs. 24,00,000/=** (**Rupees twenty four lakh**) only paid by the Purchaser to the Vendors towards the consideration price of **ALL THAT** piece or parcel of revenue paying Rayata Dakhali Swatya Shali land measuring 3 (three) Cottahs 9 (nine) Chittacks 07 (seven) Square Feet, a little more or less, including Common Passage, appertaining to Mouza – Gopalpur, J.L. No. 2, R. S. No. 140, Touzi No. 2998 in the District of North 24 – Parganas, TOGETHER WITH all easement rights of common passage comprised in part of C. S. Dag No. 3812, R. S. Dag No. 2828 under C. S. Khatian No. 176, R. S. Khatian No. 232, there under Khanda R.S. Khatian No. 2707, L.R. Khatian No. 10685, L.R. Khatian No. 10684 within the local limits of Rajarhat Gopalpur

Municipality Ward No. 05, Police Station - Airport, Additional District Sub-Registration Office at Bidhannagar (Salt Lake City) in the District of North 24 - Parganas, free from all encumbrances, and a site plan of the said land annexed hereto with bordered "RED" or howsoever otherwise the said land hereditaments messuages now is or are or hereto before was or were situated, butted, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, common fence, drains, ditches, trees, plants watercourses and all other former and ancient rights, liberties, benefits, privileges, advantages, easements appendages and appurtenances whatsoever to the said land hereditaments messuages belonging or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, reminder or reminders and the rents issues and profits thereof and all the estate, rights, title, interest, claim and demand whatsoever both at law and in equity of the Vendors into or upon the said land every part thereof AND all the deeds, pattahs, muniments, writings, evidences or title whatsoever relating to or concerning the said land hereditaments messuages, trees, plants and every part thereof which now are or may hereafter be the custody, power, control or possession of the Vendors or any person or persons from whom the said Vendors may be procured the same without any lawful action or suit TO HAVE AND TO HOLD the said land hereditaments messuages to be unto the said Purchasers absolutely forever free from all encumbrances and the Vendor doth hereby covenant with the Purchasers that notwithstanding any act, thing, deed, matter whatsoever done, executed or knowingly suffered to the contrary the Vendors now have good right, full power absolute authority and indefeasible title to grant, transfer convey sell the said land hereby sold or expressed or intended so to be unto and to the use of the custody of the said Purchasers in manner aforesaid delivered vacant and peaceful possession simultaneously with the execution of these presents and the

Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said land or every part thereof and pay the rents and taxes to the appropriate authority upon getting Purchaser's name mutated in the Municipality as well as in the other offices concerned in place of the Vendor and receive the rents, issues and profits thereof without any lawful eviction interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of their predecessor-in-title and that free from all encumbrances whatsoever made or suffered by the Vendors or person or persons lawfully or equitably claiming as aforesaid further the Vendors and all persons having or lawfully or equitably claiming any estate or interest upon the said land or any part thereof from under or in trust for the Vendors shall and will from time to time or at all times hereafter at the costs and requests of the Purchasers do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said land hereditaments messuages to and unto the said Purchasers as shall or may be reasonably required, the VENDORS further declare that the land hereby sold has not been previously leased, mortgaged, sold or in any way transferred and there is no charge, liens, lispendens or any attachment. The said land is not the subject matter of any case, suit or proceedings pending before any Court of Law.

The Vendors having good and marketable title, free from all encumbrances delivers vacant and khas possession of the said land to the Purchaser. If any of the attachments, covenants made hereinbefore by the Vendor are found to be false or any fraud is detected hereafter the Vendors shall be liable for the same together with all compensation and consequences.

If any error or omission to these presents is detected afterwards, the Vendors shall be liable to rectify the same at the cost of the Purchaser. THE VENDORS DO HEREY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS:

- (1) That notwithstanding any act deed matter or things whatsoever hereto before done committed or knowingly suffered by the Vendors to the contrary the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred, conveyed assigned and assured as an absolute and indefeasible estate or an estate hereto and free from all encumbrances whatsoever.
- (2) That the Vendors have good right full power and absolute and indefeasible authority to sell, grant, transfer and convey the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- (3) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said property and receive the rents issues and profits thereof without any eviction interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from under or through or in trust for the Vendors and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified from and against all encumbrances charges lispendens whatsoever made done executed or knowingly suffered by the Vendors.

(4) That the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute or cause to be done made acknowledged and executed or caused to be done made acknowledged and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold, granted, transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of revenue paying Rayata Dakhali Swatya Shali land measuring 3 (three) Cottahs 9 (nine) Chittacks 07 (seven) Square Feet, a little more or less, including Common Passage, appertaining to Mouza – Gopalpur, J.L. No. 2, R. S. No. 140, Touzi No. 2998 in the District of North 24 – Parganas, TOGETHER WITH all easement rights of common passage comprised in part of C. S. Dag No. 3812, R. S. Dag No. 2828 under C. S. Khatian No. 176, R. S. Khatian No. 232, there under Khanda R.S. Khatian No. 2707, L.R. Khatian No. 10685: land measuring 3 (three) decimals and L.R. Khatian No.10684: land measuring 3 (three) decimals, within the local limits of Rajarhat Gopalpur Municipality Ward No. 05, Police Station – Airport, Additional District Sub-Registration Office at Bidhannagar (Salt Lake City) in the District of North 24 – Parganas, free from all encumbrances.

A Site Plan of the land marked with RED Border is annexed herewith which shall be treated as the part of this Deed.

#### **BOUNDARIES OF PLOT**

On the North: By R. S. Dag No. 2828, On the South: By R. S. Dag No. 2830, On the East: By R. S. Dag No. 2829, On the West: By 16' feet wide Road.

Solki Monday

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

Signed and delivered by the Vendors at Kolkata in the presence of:

SOHAN LAL SHAW!
BY THE PENIOF SCURAG JAYASWAL.
Jagadish Frasad Shaw
[JAGADISH PRASAD SHAW]
VENDORS

WITNESSES:

1. Rikash vhondal Knishnapua, Puubapaua, Kalkata - 7001021

KEDARNATH NIRMAN PVT. LTD.

2. Aurþam Chattejes A/F-9, Jyangna, KoI-59

Sathi Mondal Director

Signed and delivered by the Purchasers at Kolkata in the presence of :

WITNESSES

1. Bikash Londal

CHANDRASEKHAR NIRMAN PVT. LTD.

Director

**PURCHASERS** 

2. Aurpam Chattijes

#### MEMO OF CONSIDERATION

RECEIVED, of and from the within mentioned Purchaser the within mentioned sum of Rs. 24,00,000/= (Rupees twenty four lakh) only being the full consideration money as per Memo. of Consideration given below:

- 1. By A/c Payee Cheque No. 229667 dated 25-09-13 drawn on IDBI Bank, Krishnapur Br.
- Rs. 3,50,000/.
- 2. By A/c Payee Cheque No. 229668 dated 25-09-13 drawn on IDBI Bank, Krishnapur Br.
- Rs. 3,50,000/-
- 3. By A/c Payee Cheque No. 229669 dated 18-12-13 drawn on IDBI Bank, Krishnapur Br.
- Rs. 2,50,000/\_
- 4. By A/c Payee Cheque No. 229670 dated 18-12-13 drawn on IDBI Bank, Krishnapur Br.
- Rs. 2,50,000/ -
- 5. By A/c Payee Cheque No. 706553 dated 24-01-14 drawn on Corporation Bank, Sector - V, Salt Lake Br.
- Rs. 6,00,000/\_
- 6. By A/c Payee Cheque No. 706554 dated 24-01-14 drawn on Corporation Bank, Sector - V, Salt Lake Br.

Rs. 6,00,000/-

(Rupees twenty four lakh only)

Rs. 24,00,000

WITNESSES:

LTI OF [SOHAN LAL SHAW]
BYTHE PEN OF SOLIRAY SOGUSLICH. agadish Prasad Shaw [JAGADISH PRASAD SHAW]

1. Rikash hondal 2. Ampan Chattejer

**VENDORS** 

Drafted by:

PREPARED A SITE PLAN OF A LAND AT MOUZA - GOPALPUR, J.L. NO. - 2, R.S. NO. - 140,

TOUZI NO. - 2998, R.S. DAG NO. - 2828, L.R. KHATIAN NO. - 10685, P.S. - AIRPORT, DIST. - 24

PGNS (N), WARD NO. -5, UNDER RAJARHAT GOPALPUR MUNICIPALITY.

#### **SOLD AREA:**

R.S. DAG NO.- 2828 (PLOT NO. - A)-AREA = 0.6 DEC. = 03K - 09CH - 07SFT.



# NAME OF VENDEE :-

1. KEDARNATH NIRMAN PVT. LTD.
REPRESENTED BY ITS DIRECTOR
SATHI MONDAL

2. CHANDRASEKHAR NIRMAN PVT. LTD REPRESENTED BY ITS DIRECTOR SARAT KUMAR MONDAL

#### NAME OF VENDOR:-

SRI SOHANLAL SHAW JAGDISH PRASAD SHAW

R.S.DAG NO.- 2829

[43']
[30']
[37']
[38']
[30']

4876 (16'-00") WIDE ROAD

SITE PLAN SCALE - 1:50

BY THE PEN Sayuswal of Sourar Sayuswal

KEDARNATH NIRMAN PVT. LTD.

Sathi Mondal

Director

Jagadish Rasad Shaw

CHANDRASEKHAR NIRMAN PVT. LTD.

mondal

SIGNATURE OF VENDEE

SIGNATURE OF VENDOR



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

Endorsement For Deed Number: I - 00224 of 2014 (Serial No. 00220 of 2014 and Query No. 1504L000008002 of 2013)

#### On 24/01/2014

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

Presented for registration at 18.00 hrs on: 24/01/2014, at the Private residence by Sathi Mondal, one of the Claimants.

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

Execution is admitted on 24/01/2014 by

- 1. Sohan Lal Shaw, son of Lt. Jagabandhan Ram Shaw, 4, Maniktalla Bazar Lane, Thana:-Burtolla, District:-Kolkata, WEST BENGAL, India, Pin:-700006, By Caste Hindu, By Profession: Business
- 2. Jagadish Prasad Shaw, son of Lt. Jagabandhan Ram Shaw, 4, Maniktalla Bazar Lane, Thana:-Burtolla, District:-Kolkata, WEST BENGAL, India, Pin:-700006, By Caste Hindu, By Profession: Business
- 3. Sathi Mondal

Director, Kedarnath Nirman Pvt. Ltd., Krishnapur, Purbapara, Kolkata, P.O. :-Krishnapur, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700102. , By Profession : Business

Sarat Kr. Mondal

Director, Chandra Sekhar Nirman Pvt. Ltd., Krishnapur, Purbapara, Kolkata, P.O. :-Krishnapur, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700102. , By Profession : Business

Identified By B. Mondal, son of S. Kr. Mondal, Krishnapur, Purba Para, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin: -700102, By Caste: Hindu, By Profession: Others.

> ( Goutam Sinha Roy ) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 27/01/2014

# Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped ander schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899. also under section of west Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Amount by Draft

Rs. 26403/- is paid, by the draft number 309565, Draft Date 22/01/20 The Bank of India, Kestopur, received on 27/01/2014

(Under Article: A(1) = 26389/-, E = 14/- on 27/01/2014)

Certificate of Market Value (WB PUVI rules of 2001)

2 7 JAN 2014

Addi. Detriet Sub-Registrar Sidhannegar, (Selt Late City) ( Goutam Sinha Roy ) ADDITIONAL DISTRICT SUB-REGISTRAR

27/01/2014 13:13:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 00224 of 2014 (Serial No. 00220 of 2014 and Query No. 1504L000008002 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,00,000/-

Certified that the required stamp duty of this document is Rs.- 144020 /- and the Stamp duty paid as: Impresive Rs.- 500/-

# Deficit stamp duty

Deficit stamp duty

- Rs. 45550/- is paid , by the draft number 309562, Draft Date 22/01/2014, Bank : State Bank of India, Kestopur, received on 27/01/2014
- Rs. 49000/- is paid , by the draft number 309563, Draft Date 22/01/2014, Bank : State Bank of India, Kestopur, received on 27/01/2014
- 3. Rs. 49000/- is paid , by the draft number 309564, Draft Date 22/01/2014, Bank : State Bank of India, Kestopur, received on 27/01/2014

( Goutam Sinha Roy ) ADDITIONAL DISTRICT SUB-REGISTRAR



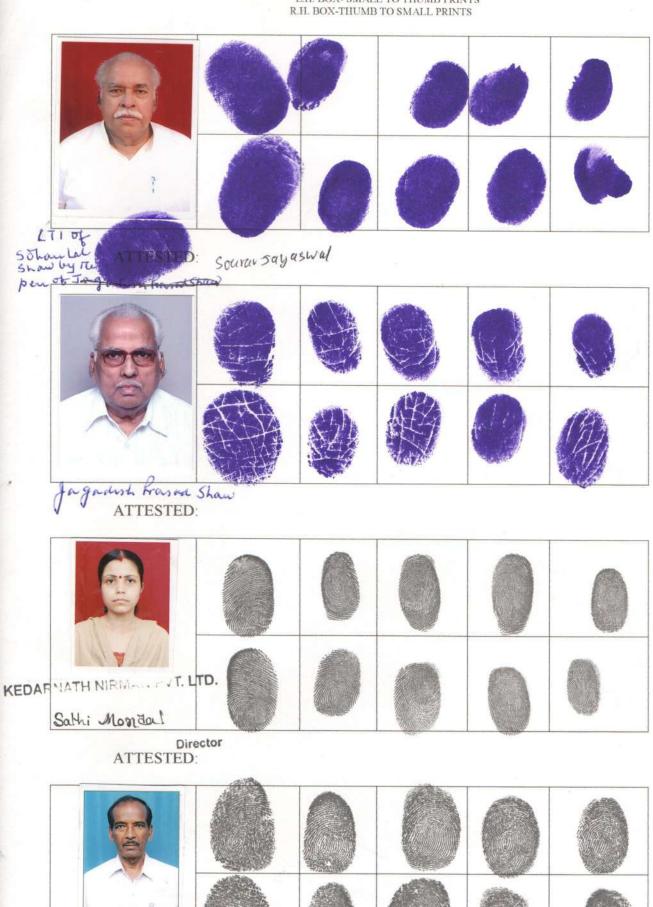
2 7 JAN 2014

Adel. Detriet Sub-Registrar

Bridhannegar, (Selt Late City)
(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR

# UNDER RULE 44A OF THE I.R. ACT 1908 L.H. BOX- SMALL TO THUMB PRINTS



Imouslal ATTESTED

CHANDRASEKHAR NIRMAN PVT. LTD

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

Registered in Book - I CD Volume number 1 Page from 5165 to 5182 being No 00224 for the year 2014.



(Goutam Sinha Roy) 27-January-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR West Bengal