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GUINDIA!

# SALE DEED

THIS SALE DEED IS made this 16th day of Octobers, Two Thousand and Nine

BETWEEN



ISS VENOM HIGH €QUKI, V OF AAKANSHI AGENCY PYT. LTD. Director જિલ્લા હતા છે. (આવી) Contan Confer One ST lfo Late bropel Son preisosoli ekspernove po 1-136 P.S. Aisport



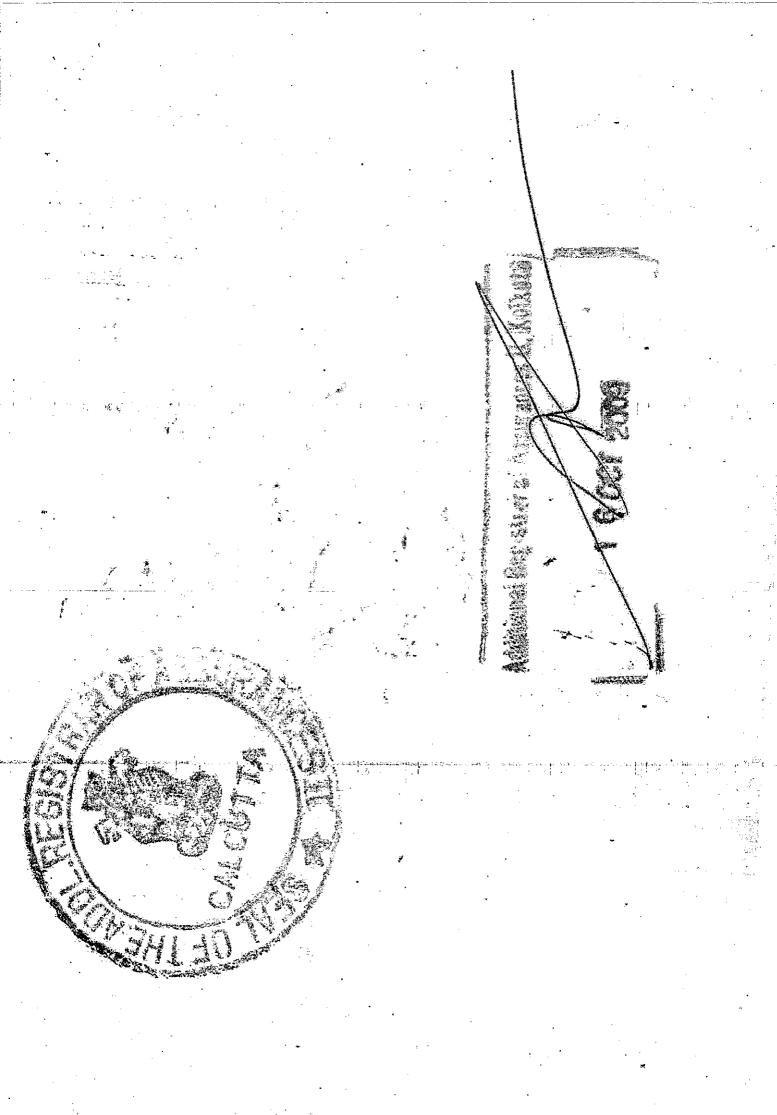
(1) RASID ALI MOLLA, son of Ajit Ali Molla, by faith Muslim, by Occupation Business, residing at Village, Jamalpara, P.O. Kashinathpur, P.S. Rajarhat, District North North 24 Parganas and (2) ABED ALL MOLLA son of Late Abbas Molla, by faith Muslim, occupation- Cultivation, residing at Village Tegharia, P.S. Rajarhat, District 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 and assigns) of the ONE PART. AND AAKANSHI AGENCY PVT. LTD., a Company incorporated under the Companies Act, 1956 and having its registered office at "Bikaner Building", 8/1, Lalbazer Street (1st floor), Kolkata - 700001, represented by its Director BIDYUT DEY, son of G.C. Dey, by faith Hindu, residing at West Shanti Nagar, P.O. Ananda Nagar, Bally, Howrah, hereinafter called and 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 ininterest and assigns) of the SECOND PART.

WHEREAS one Hari Gopal Mullick was the sole and absolute owner of the various piece and parcel of land including a piece and parcel of land admeasuring 10 Sataks of Mouza Kalikapur, J.L. No. 40, in R.S. & L.R. Dag Nos. 753, 754 & 755 under L.R. Khatian No. 607, P.S. Rajarhat, District North 24 Paarganas.

AND WHEREAS said Hari Gopal Mullick died intestate leaving behind him surviving his one son namely Hemanta Mullick as his legal heir and successor and thus said Hemanta Mullick became the sole and absolute owner of the said land.

AND WHEREAS said Hemanta Mullick died intestate leaving behind him surviving his three sons and one daughter namely Umakanta Mullick, Biswanath Mullick, Sambhunath Mullick and Swaraswati Bala Ghosh as his legal heirs and successors and thus they became joint owners of the land measuring an area of 10 Sataks of Mouza Kalikapur,







J.L. No. 40, in R.S. & L.R. Dag Nos. 753, 754 & 755 under L.R. Khatian No. 607, P.S. Rajarhat, District North 24 Paarganas by way of inheritance.

AND WHEREAS one Dasurathi Mullick was the sole and absolute owner of the various piece and parcel of land including a piece and parcel of land admeasuring 5 Sataks of Mouza Kalikapur, J.L. No. 40, in R.S. & L.R. Dag Nos. 753 & 754, under L.R. Khatian No. 246, P.S. Rajarhat, District North 24 Paarganas.

AND WHEREAS by three separate Arpannama all dated 04.09.1987 which were duly registered with the office of the Sub registrar at Bidhannagar and recorded as being Nos. 5042, 5044 & 5045 said Dasurathi Mullick transferred and conveyed the said land unto and in favour of Sri Khagendra Mullick, Sri Lakhikanta Mullick and Sri Haran Chandra Mullick in equal.

AND WHEREAS Dasurathi Mullick died intestate leaving behind him surviving his three sons namely Sri Khagendra Mullick, Sri Lakhikanta Mullick and Sri Haran Chandra Mullick as his legal heirs and successor and thus they became the joint owners of the said land.

AND WHEREAS said Sri Khagendra Mullick, Sri Lakhikanta Mullick and Sri Haran Chandra Mullick became the joint owners of land measuring an area of 5 Sataks of Mouza Kalikapur, J.L. No. 40, in R.S. & L.R. Dag Nos. 753 & 754, under L.R. Khatian No. 246, P.S. Rajarhat, District North 24 Paarganas by way of aforesaid Arpannama being nos. 5042, 5044 & 5045.

AND WHEREAS by a Sale Deed dated 21.04.1995 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 43, Pages 141 to 148, Being No. 1942 for the year 1995 said Umakanta Mullick, Biswanath Mullick, Sambhunath Mullick, Swaraswati Bala Ghosh, Sri Khagendra Mullick, Sri Lakhikanta Mullick and Sri Haran Chandra Mullick sold, transferred and conveyed all that piece and parcel of land measuring an area of 15 Satak's be the same a little more or less lying and



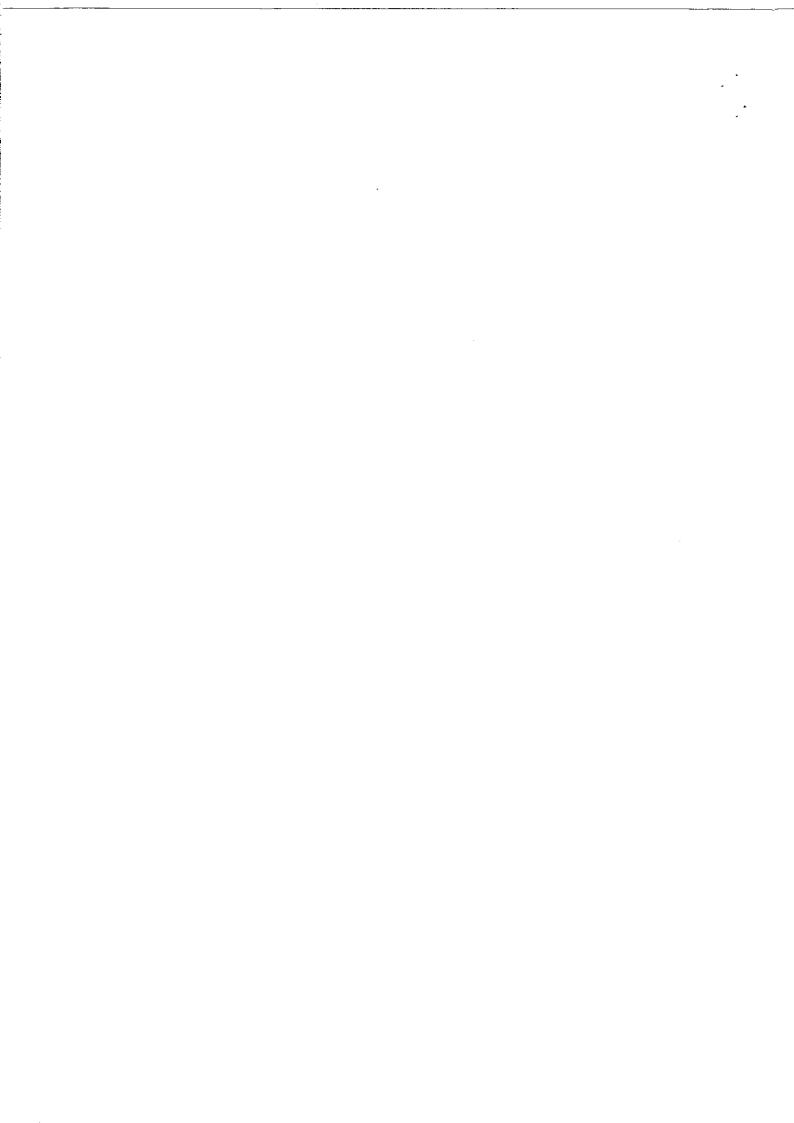
situated at Mouza Kalikapur, J.L. No. 40, in R.S. & L.R. Dag Nos. 753, 754 & 755 under L.R. Khatian No. 607 & 246, P.S. Rajarhat, District North 24 Paarganas, unto an in favour of Lal Babu Molla, Najrul Molla and Abed Ali Molla.

AND WHEREAS Basanta Mullick was the owner of all that piece and parcel of land measuring an area of 2.25 Sataks of Mouza Kalikapur, J.L. No. 40, R.S. & L.R. Dag No. 753 & 754, Khatian No. Kri 327, P.S. Rajarhat, District North 24 Pargans.

AND WHEREAS said Basanta Mullick died intestate leaving behind him his wife, sons and daughter namely Smt. Tulsibala Mullick, Sri Arabinda Mullick, Sri Mahadeb Mullick and Smt. Prabha Ghosh respectively as his legal heirs and successors and thus they became the join owners of the said land by way of inheritance.

AND WHEREAS by a Deed of Sale dated 16.06.1993 which was duly registered with the office of the Additional District Sub Registratian Bidhannagar, Salt Lake City and recorded as being no. 4609 said Smt. Tulsibala Mullick, Sri Arabinda Mullick, Sri Mahadeb Mullick and Smt. Prabha Ghosh sold transferred and conveyed all that piece and parcel of land measuring an area of 2.25 Decimals (Sataks) be the same a little more or less lying and situated at Mouza Kalikapur, J.L. No. 40, R.S. & L.R. Dag No. 753 & 754, Khatian No. Kri 327, P.S. Rajarhat, District North 24 Pargans unto and in favour of Sri Kantaram Sardar.

AND WHEREAS by a Deed of Sale dated 14.06.1996 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 51, pages 215 to 222, being no. 2276 for the year 1996 said Sri Kantaram Sardar sold transferred and conveyed all that piece and parcel of land measuring an area of 2.25 Decimals (Sataks) be the same a little more or less lying and situated at Mouza Kalikapur, J.L. No. 40, R.S. & L.R. Dag No. 753 & 754, Khatian No. Kri 327, P.S. Rajarhat, District North 24



Pargans unto and in favour of Lal Babu Molla, Najrul Molla and Abed Ali Molla.

AND WHEREAS said Lal Babu Molla, Najrul Molla and Abed Ali Molla separately recorded their name in L.R. settlement of B.L. L.R.O. of Rajarhat and vide recorded as L.R. Khatian No. 1144, 1145 & 1146 respectively.

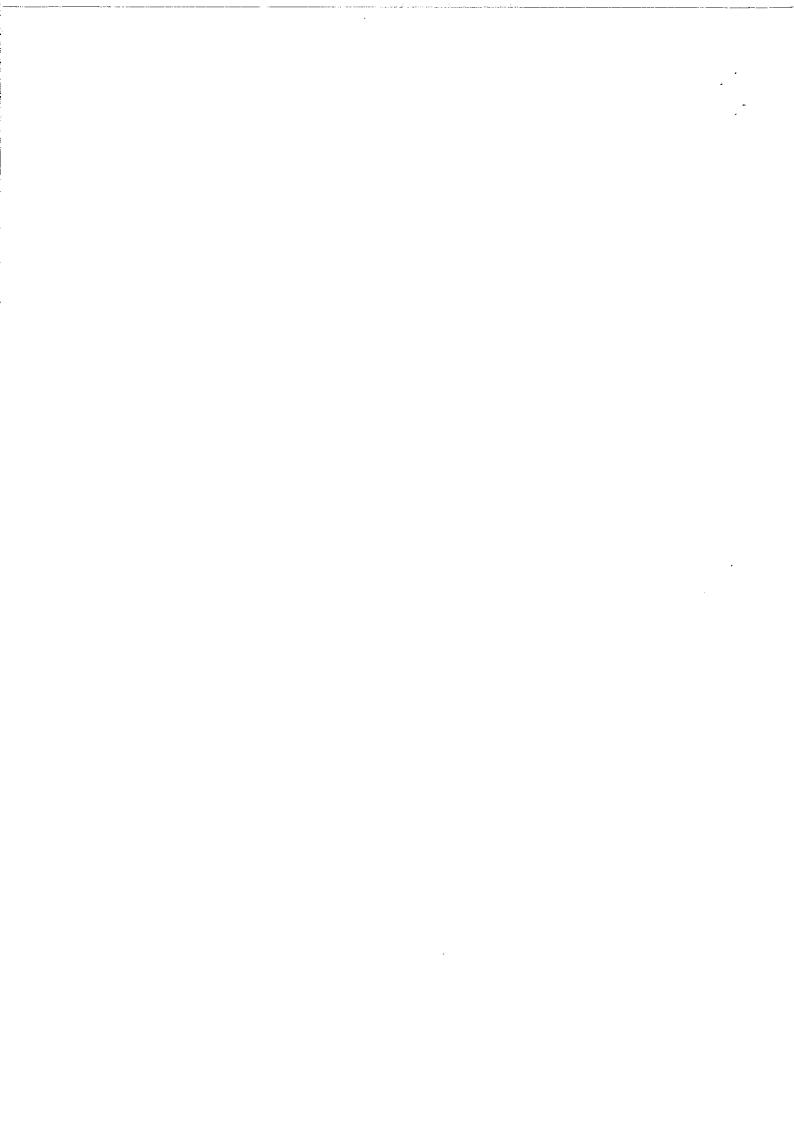
AND WHEREAS by a Sale Deed dated 11.05.2009 which was duly registered with the office of the Additional District Sub Registrar at Bidhannagar, Salt Lake City and recorded in Book No. I, CD Volume No. 4, Pages 20001 to 20012, Being No. 04351 for the year 2009 said Lal Babu Molla sold, transferred and conveyed all that piece and parcel of land measuring an area of 3.33 Sataks be the same a little more or less lying and situated at Mouza Kalikapur, J.L. No. 40, in R.S. & L.R. Dag Nos. 753, 754 & 755 under L.R. Khatian No. 1144, P.S. Rajarhat, District North 24 Paarganas, unto an in favour of Rasid Ali Molla, son of Ajit Ali Molla.

AND WHEREAS said Rasid Ali Molla, son of Ajit Ali Molla intended to sell a part and/or portion of land measuring an area 1.83 Decimals in Dag Nos. 754 & 755 (i.e. 1.5 Decimal in Dag No. 754 and 0.33 Decimal in Dag No. 755) under L.R. Khatian No. 1144, classified as Sali land, under Patharghata Gram Panchayet, within the Additional District Sub-Registration office at Bidhannagar, P.S. Rajarhat, District North 24 Parganas in favour of the purchaser herein.

AND WHEREAS said Abed Ali Molla, son of Late Abbas Molla intended to sell a part and/or portion of land measuring an area 3.83 Decimals in Dag Nos. 754 & 755 (i.e. 1.5 Decimal in Dag No. 754 and 2.33 Decimal in Dag No. 755) under L.R. Khatian No. 1146, classified as Sali land, under Patharghata Gram Panchayet, within the Additional District Sub-Registration office at Bidhannagar, P.S. Rajarhat, District North 24 Parganas in favour of the purchaser herein.

AND WHEREAS in the manner aforesaid the vendors herein are the Owners of all that piece and parcel of land admeasuring 5.66 Decimals

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(Sataks) be the same a little more or less lying and situated in Mouza Kalikapur, J.L. No. 40, R.S. & L.R. Dag Nos. 754 & 755, under L.R. Khatian Nos. 1144 & 1146, classified as Sali land, under Patharghata Gram Panchayet, within the Additional District Sub-Registration office at Bidhannagar, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to the said land and is/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, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

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 no portion of the said land in any manner whatsoever is under and "BHAGCHASE". Moreover, the 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 schedule lands are 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. Moreover, no notice has been published against the Vendors by the Public Demand and Recovery Act.

AND WHEREAS the Owners/Vendors herein have agreed to sell and the Purchaser has agreed to purchase the SCHEDULE property hereunder written at or for a total consideration of Rs. 3,26,790/- (Rupees



Three Lac Twenty Six Thousand Seven Hundred and Ninety) only, the said Schedule property is free from all encumbrances, attachments, liens and lispendens whatsoever on the terms and conditions mentioned hereinafter.

AND WHEREAS the vendor declare and undertake that the above land has been sold to the purchaser at my/our free will and we/are/is not under and pressure or compulsion from any person and/or persons whomsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 3,26,790/- (Rupees Three Lac Twenty Six Thousand Seven Hundred and Ninety) only paid by the Purchaser herein to the Owners/Vendors herein at or before the execution these presents, the receipt whereof the Owners / Vendors herein and 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. lispendenses, 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. All that the said property including liberties, privileges, with all using right and all rights of ingress and egress including all easement rights, title, interest, possession of the Vendors into and/or upon the said Schedule Property. 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. 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. debts. lispendens. hindrances attachments, and adverse NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owners/Vendors or his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors is/are 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 such act, deed, matter or thing whatsoever aforesaid the Owners/Vendors has/have 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 his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owners/Vendors, his/her/their ancestors or predecessors-in-title AND FURTHER the Owners/Vendors covenant with the Purchaser, its successors, successorsin-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 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 Vendor inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendor 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 Owner of the schedule property, the Vendor 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 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 Vendor 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 and parcel of undivided share of land admeasuring 5.66 Decimals (Sataks) be the same a little more or less lying and situated in Mouza Kalikapur, J.L. No. 40, R.S. & L.R. Dag Nos. 754 & 755, under L.R. Khatian nos. 1144 & 1146, classified as Sali land, under Patharghata Gram Panchayet, within the Additional District Sub-Registration office at Bidhannagar, P.S. Rajarhat, District North 24 Parganas. The respective Dags, Khatian and other particulars are as follows:

Mouza				
Mouza	L.R. Khatian	R.S. & L.R.	Area	Classification
	<u>No.</u>	Dag No.		of land.
Kalikapur	1144	754 .	1.5 Decimals	
			(Sataks)	
Kalikapur	1146	754	1.5 Decimals	Sali
			(Sataks)	
Kalikapur	1144	755	0.33	Salí
			Decimals	
			(Sataks)	
Kalikapur	1146	755	2.33	Sali
			Decimals	
			(Sataks)	



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. Delip son raikhali chiriamore no 1-136

2. Ald Dufustin NH+PO Karbata PS Rayarbert Col-135 outain outer cuerde outail

SIGNATURE OF THE VENDORS

SIGNED, SEALED AND DELIVERED by the Purchaser in the presence of WITNESSES:

1. Dilip Son

2 All Subashi

LUT AAKANSHI AGENCY PVT TTD,

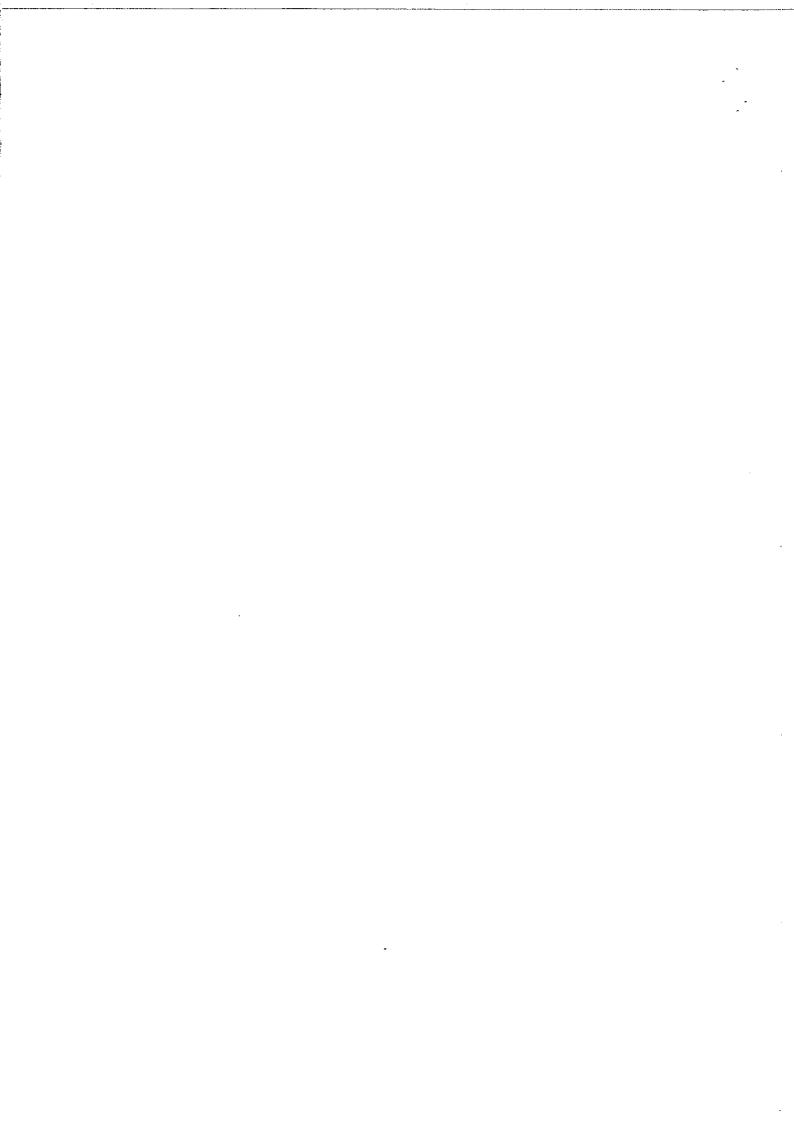
Bidgutter Director

(BIDYUT DEY)
PURCHASER

Drafted and read over and explained in Bengali by me

Debderbel Holder

Advocate High Court, Colcutta



# RECEIPT

Received a sum Rs. 3,26,790/- (Rupees Three Lac Twenty Six Thousand Seven Hundred and Ninety) 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

Date Cheque/Cash

Bank

Amount (Rs.)

Total

Rs. 3,26,790,00

(Rupees Three Lac Twenty Six Thousand Seven Hundred and Ninety)

Witnesses:-

1. Dilip Son

sulan autor (suall

2. Ald Sufushi

SIGNATURE OF THE VENDORS



# Miscellaneous Receipt

REGN.

- Serial No. M 480924
- Name of Payer Bid yv 1 D
- Number of document to which the fee relates 11619 | 09 3.
- 4. Fees Paid-

MC Amount 175

Other Receipts

Registering officer

N.B.-Item 3 shall be filled up in case of fees realised subsequent to the date of presentation of document.

SBP., Kolkata-700 015.



#### Government of West Bengal Office of the A. R. A. 5 II KOLKATA

#### W.B. FORM NO. 1504

Date 20/10/2009

08652/2009

Presentant Name

Bidyut Dey

Type of Deed

Sale Document

Market Value

Rs.326790/-

Addl. Transaction

Agreement(1)

Fees & Standard User charges Paid

(Break up as below)

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Stamp Duty Paid 16380/-(Break up as below)

Deed No. I-11619/2009

Executant Name Rasid Ali Molla and others

Bidyut Dey

1. By Stamp

5000/-Rs.

SL. No. No.\*

2. By Draft/BC/SABR/Challan Rs. 11380/-

Date \* Amount (Rs.)

694902

Claimant Name

16/10/2009

11380

Standard User Charges Rs.

No\*- Draft/SABR/Bankers Cheque/Challan No. Date #-Draft/SABR/Bankers Cheque/Challan Date Registering Officer

A. R. A. - II KOLKATA





# Government Of West Bengal Office Of the A. R. A. - II KOLKATA

District:-Kolkata

# Endorsement For Deed Number : 1 - 11619 of 2009 (Serial No. 08652 of 2009)

#### On 16/10/2009

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

Presented for registration at 11.51 hrs on 16/10/2009, at the Private residence by Bidyut Dey Claimant.

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

Execution is admitted on 16/10/2009 by

- 1. Rasid Ali Molla, son of Ajit Ali Molla , Vill Jamalpara Po Kashinathpur Dist 24 Pargs(n) . Thana Rajarhat, By Caste Muslim, By Profession : Business
- 2. Abed Ali Molla, son of Late Abbas Molla , Vill Teghoria Dist 24 Pargs(n) , Thana Rajarhat, By Caste Muslim, By Profession : Cultivation
- 3. Bidyut Dey, Director, Aakanshi Agency Pvt Ltd. Bikaner Building 8/1 Lalbazar, 1st Floor, Cal, By Profession Others

Identified By Dilip Sen, son of Late Gopla Sen, Kalkhali Chiriamore Kol (Pin 07Thana Amport, By Caste Hindu By Profession Business

(Tarak Baran Mukherjee) ADDITIONAL REGISTRAR OF ASSURANCES-II, OF KOLKATA

#### On 20/10/2009

#### 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 ::23,5 of Indian Stamp Act 1899.

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 3586/- ,E = 7/- ,l = 55/- ,M(a) = 25/- ,M(b) = 4/- on 20/10/2009

#### 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. 326790/-

Gertified that the required stamp duty of this document is Rs.- 16350 /- and the Stamp duty paid as:

Deficit stamp duty

Deficit stamp duty Rs共和380/Ais paid69490216/10/2009State Bank Of India, KOLKATA, received on 20/10/2009

( Tarak-Baran Mukherjee )

ADDITIONAL REGISTRAR OF ASSURANCES-II OF

20/10/2009 13:06:00

EndorsementPage 1 of 2





# Government Of West Bengal Office Of the A. R. A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 11619 of 2009 (Serial No. 08652 of 2009)

> (Tarak Baran Mukherjee) ADDITIONAL REGISTRAR OF ASSURANCES-III OF KOLKATA

( Tarak Baran Mukherjee )

ADDITIONAL REGISTRAR OF ASSURANCES-II OF

EndorsementPage

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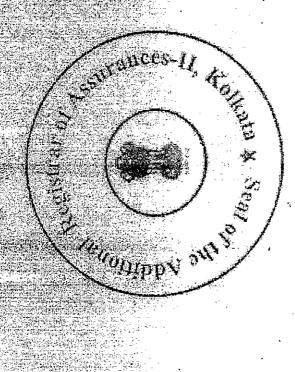
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# section 60 and Rule 69. Certificate of Registration

Registered in Book 1. CD Volume number 24. Page from 1231 to 1247. being No 11619 for the year 2009



(Tarak-Edakan Mukhérjeé), 28-October-2009 ADDITIONAL REGISTRAR OF ASSURANCES-11 OF KOLKATA Office of the A. R. A. - II KOLKATA West Bengal



# BETWEEN

RASID ALI MOLLA & ANR.

..... THE VENDORS

AND

AAKANSHI AGENCY PVT. LTD

..... THE PURCHASER

# SALE DEED

A. K. CHOWDHARY & CO

Advocates

10, Old Post Office Street, 1<sup>st</sup> Floor.

Kolkata 700 001

