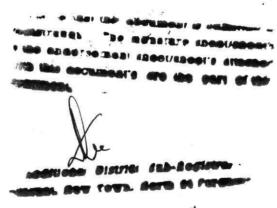
र्পुन्हिमवङ्ग पश्चिम बंगाल WEST BENGAL

P 186035



@ 3 JUN 2013

#### **DEED OF SALE**

THIS DEED OF SALE is made this 29<sup>th</sup> day of MAY, in the year 2013, BETWEEN-:

IYAKUB ALI son of late Wahed Ali Mondal alias Ahed Ali, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Jatraganchi, P.O-Ghuni, P.S-New Town, Dist-North 24 Parganas, Kolkata-700 157 hereinafter called the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, assigns and/or nominees) of the **ONE PART.** 

a Remarks



#### AND

MUSKAN RESIDENCY PRIVATE LIMITED [PAN NO- AAECM9002H] a private Limited company incorporated under the Companies Act, 1956 having its registered office at Ambey House, New Town Road, Loke Nath Park, Chinarparak, P.O-Hatiara, P.S-Baguiati, Dist-North 24 Parganas, Kolkata-700 157 represented by its Director Sri Raj Kumar Agarwal son of late Chhotelal Argawal, residing at V.I.P Tower, Flat No-3B, Block-A, 80, Golaghata Road, P.S-Lake Town, Dist-North 24 Parganas, Kolkata-700 048 hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include directors, authorised signatories, office bearers, executors, administrators, assigns and/or nominees) of the OTHER PART.

#### WHEREAS -:

- 1). That one **Wahed Ali Mondal** alias Ahed Ali son of late Ayajuddin Mondal has owned, seized and possessed of ALL THAT a plot of land measuring about 42.50 decimals comprised in the R.S Dag No-745 in the L.R Khatian No-162 at Mouza-Jatraganchi, J.L No-24, P.S-Rajarhat presently New Town, Dist-North 24 Parganas absolutely and forever free from all encumbrances, **AND**
- 2). That subsequently said Wahed Ali Mondal alias Ahed Ali has died intestate leaving behind him his three sons namely Iyakub Ali herein the VENDOR, Sahed Ali and Ajan Ali and a daughter namely Rangiwan Bibi as his only surviving legal heirs and successors and they all have inherited the aforesaid land of deceased Wahed Ali Mondal alias Ahed Ali as per the Mohammedan Law of Inheritance and successors, AND
- 3). That in consequence to the aforesaid law of Inheritance and succession said Iyakub Ali has owned, seized and possessed of ALL THAT a plot of land measuring about 07 Cottas- 04 Chittaks- 00sq.ft comprised in the R.S Dag No-745 in the L.R Khatian No-162 at Mouza- Jatraganchi, J.L No-24, P.S-Rajarhat presently New Town, under the Grampanchayat of Jyangra Hatiara No-2, Dist-North 24 Parganas, absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever, AND

Part Contract (3)



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3 | MAY 2013

4). Due to urgent need of money the "VENDOR" herein has agreed to sell and the "PURCHASER" herein has agreed to purchase ALL THAT a plot of Sali land measuring about 01 Cotta- 00Chittak- 00 Sq.ft out of 07 Cottas- 04 Chittaks- 00 Sq.ft comprised in the R.S Dag No-745 in the L.R Khatian No-162 at Mouza- Jatraganchi, J.L No-24, P.S-Rajarhat presently New Town, under the Grampanchayat of Jyangra Hatiara No-2, Dist-North 24 Parganas which more particularly mentioned and described in the Schedule hereunder written and delineated in the Map or Plan in Red border being No-Plot-F and hereinafter referred to as the Said Property at or for a consolidated consideration of Rs.12,50,000 /-[Rupees Twelve Lakhs Fifty Thousand] only which the "VENDOR" doth hereby admit, acknowledge and confirm.

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consolidated consideration of Rs.12,50,000/-[Rupees Twelve Lakhs Fifty Thousand] only truly paid by the "PURCHASER" to "VENDOR" at or before the execution of this presents (the receipt whereof the VENDOR 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 VENDOR 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 PROPERTY" together with all the Easement rights thereon HOWSOEVER OTHERWISE the "SAID PROPERTY" 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 PROPERTY' 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

June Duywer (8)



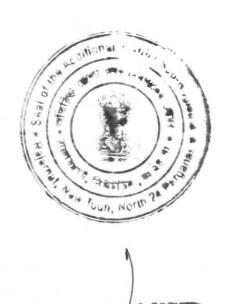
3 4 MAY 2013

equity of the **VENDOR** 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 **VENDOR** or which the **VENDOR** can procure without any action any suit in law or in equity **TO HAVE AND TO HOLD** the said 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 "VENDOR" DOTH HEREBY JOINTLY COVENANTED WITH THE PURCHASER AS FOLLOWS-:

- 1. That notwithstanding anything, act, deed , matter, by the VENDOR done executed or suffered to the contrary , the VENDOR is absolutely owned, seized, and possessed of and or otherwise well and sufficiently become entitled to the 'SAID PROPERTY' 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 VENDOR 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 PROPERTY' 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 PROPERTY" 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

Jan Jang (S)



3 I MAY 2013

whatsoever from or by the VENDOR or person claiming under or from or trust for the VENDOR.

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

**5.**That the **VENDOR** 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 **VENDOR** 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 PROPERTY'** 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 spending against the **VENDOR** 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 .

**7. That** the **VENDOR** 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 Property"** together with the common all the Easements right

Jan Charles



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3 1 MAY 2013

appurtenant 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, les pen dens, attachments, debts, requisitions, or trusts, claims, or demands whatsoever created occasioned or made by the **VENDOR** or any person or persons lawfully or equitably claiming as aforesaid.
- **9. That** the **VENDOR** also declare and confirm that they are in khas and vacant possession of the "**SAID Property**" and every part thereof **TOGHETHER WITH** all easements attached thereon and no one else has any right or interest therein or any part or portion thereof as occupant or otherwise.
- **10. That the VENDOR** hereby further covenant 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 VENDOR** will 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** hereby declare and confirm that they 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.
- **12. That** the **VENDOR** further covenant with the **PURCHASER** that the **VENDOR** 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.

John China (S)



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3 / MAY 2013

## SCHEDULE OF THE SAID PROPERTY (ABOVE REFERRED TO)

**ALL THAT** a plot of **Sali** Land **being No-F** measuring about **O1Cotta-O0Chittaks-O0Sq.ft** comprised in the R.S Dag No-745 in the L.R Khatian No-162, at Mouza- Jatraganchi, J.L No-24, P.S-Rajarhat presently New Town, within the Grampanchayat of Jyangra Hatiara No-2 Grampancayat, Dist-North 24 Parganas which is butted and bounded by-:

BY THE NORTH-: Part of R.S Dag No-745 [Plot-E].

BY THE SOUTH-: Part of R.S Dag No-745 [Plot-G]

BY THE EAST -: Part of R.S Dag No-745.

BY THE WEST -: Part of R.S Dag No-745.

**IN WITNESSES WHEREOF THE "VENDOR"** herein has set and subscribed his respective hands, seal and signatures on the day, month and year as above written in presence of the following witnesses.

WITNESSES

1). 813. 33322 6411

अस्ति क्रिक्ट्र रिकडे-ह्राइस् रिकडे-ह्राइस्

2) MD.R. Arram. E. Jatrasachi L.T. 1. of Tyakub Ali bythe Pone fore MD. K. Arvar

SIGNATURE OF THE VENDOR



MARIDON SISTING SEE-ENGINGS.

3 1 MAY 2013

**IN WITNESSES WHEREOF THE "PURCHASER"** herein has 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

1 Jaidel Muyhers of-Atghara, chinarpook. Kot-136.

2 Rabi Sankar Saha Ambuy Hown, Nuw Yong Rows, Kolkata Joo157 MUSKAN RESIDENCY PVT. LTD.

Director

SIGNATURE OF THE PURCHASER

Drafted as per the version of the Parties to the deed And contents are read over and explained in Bengali to them in presence of the aforesaid witnesses.

DRAFTED & PREPARED BY ME IN MY OFFICE

K. MEHBUBAR RAHMAN (ADVOCATE

EN.No.- F-2445/2463**f** 02 ATGHARA,NEW TOWN METRO PLAZA CHINER PARK,KOLKATA 700136



MARINER DISTRESS SECTION OF PERSONS

3 1 MAY 2013

#### MEMO OF CONSIDERATION

Received with thanks from the Purchaser herein a sum of Rs.12,50,000 /[Rupees Twelve Lakhs Fifty Thousand] only by way of several cheques and cash and sign this memo in presence of the following witnesses on the day month and year as above written.

#### WITNESSES

1. MD. Khow W. Amou

Mr. Juttmosoni

po-ahuni

KOV-157



L.T.I. of Tyakub Ali by the pone of me.MD.K.Aman

2. Abdul Samad Melch

vn. Borsina

P.O. R. Bishurur

KOL- 135

**SIGNATURE OF THE VENDOR** 

\*\*\*\*\*\*\*\*\*\*

1



Additions District Stb-Registre.

3 / MAY 2013

SITE PLAN OF R.S. DAG NO. - 745, AT MOUZA - JATTRAGACHI, J.L.NO. - 24, R.S KHATIAN NO.- , L.R. KHATIAN NO.-162, P.S.- NEW TOWN, DIST.-NORTH 24 PARGANAS. UNDER JYANGRA - HATIARA NO.2 GRAM PANCHAYET .

SCALE - N.T.S.

VENDEE: -

4	DISTRICT BOARD ROAD
	22'-0" PLOT-A R.S. DAG NO145(P) K 1K.1CH 21'-6"
(C)	PLOT-B  O R.S. DAG  O NO145(P)  O 1K.1CH  20'-8"  O O O O O O O O O O O O O O O O O O O
O 745 (P)	PLOT-C R.S. DAG 9 NO145(P) 66 2 1K 1CH 25
S. DAG N	O R.S. DAG O NO -145(P) O 1K.1CH O 19'-0"
ď	PLOT-E R.S. DAG NO. 145(P) & M 1K.0CH & 19'-0"
SKAN RESIDENCY PVT. LTD.  Director	PLOT-F R.S. DAG NO145(P) 7 1K.0CH 4
	PLOT-G "O R.S. DAG "O" "NO145(P) "27 1K.0CH 19'-0"

R.S. DAG NO. -745 (P)

		AREA				
COLOUR	REFERENCE	ACRE	KH.	CH.	SFT.	
PLOT- F	R.S. DAG NO745 (P)	0.0165	01	00	00	

L.T. 1 of Tyakub Ali by the Bone of me MD-X-Arram.

VENDOR, S SIGNATURE.



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3 4 MAY 2013

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

OTCH9 HTIW	R.H. BOX- THUMB TO SMALL PRINTS							
	ĽH.							
	RH.							
MD:Y-AMM. ATTESTED :-	L. C	T. 1. of Iya y the Post	akul t	ti		-		
	LH.							
	RH.							
ATTESTED :-	K	1. M.				1		
рното	LH.							



CHARGE SEP-ROPELLE

3 1 MAY 2013



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

Endorsement For Deed Number: I - 06464 of 2013 (Serial No. 07043 of 2013 and Query No. 1523L000012216 of 2013)

### On 31/05/2013

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

Presented for registration at 20.30 hrs on :31/05/2013, at the Private residence by Raj Kumar Agarwal ,Claimant.

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

Execution is admitted on 31/05/2013 by

- 1. Iyakub Ali, son of Late Wahed Ali Mondal Alias Ahed Ali , Jatragachi, Kolkata, Thana:-New Town, P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste Muslim, By Profession : Business
- Director, Muskan Residency Pvt Ltd, Ambey House, New Town Road, Lokenath Park, Chinarpark, Raj Kumar Agarwal Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.

, By Profession : Business

Identified By Md. Khairul Anam, son of Zinnat Ali, Jatragachi, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Muslim, By Profession: Business.

( Debasish Dhar ) Additional District Sub-Registrar

### On 03/06/2013

# 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.

## Payment of Fees:

Amount by Draft

Rs. 13753/- is paid, by the draft number 165903, Draft Date 31/05/2013, Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 03/06/2013

( Under Article : A(1) = 13739/-, E = 14/- on 03/06/2013 )

## 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.-12,50,000/-

Certified that the required stamp duty of this document is Rs.- 62520 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

u - latri i Sub registrar ( Debasish Dhar )

03 JUN 2013

Additional District Sub-Registrar EndorsementPage 1 of 2



## **Government Of West Bengal**

Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 06464 of 2013 (Serial No. 07043 of 2013 and Query No. 1523L000012216 of 2013)

### Deficit stamp duty

- Rs. 42620/- is paid , by the draft number 165900, Draft Date 31/05/2013, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 03/06/2013
- Rs. 19800/- is paid , by the draft number 165866, Draft Date 29/05/2013, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 03/06/2013

( Debasish Dhar ) Additional District Sub-Registrar

Marie of Sub-Registrar

( Debasish Dhar ) Additional District Sub-Registrar

JUN on ?

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

Registered in Book - I CD Volume number 9 Page from 10270 to 10284 being No 06464 for the year 2013.



(Debasish Dhar) 03-June-2013 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal