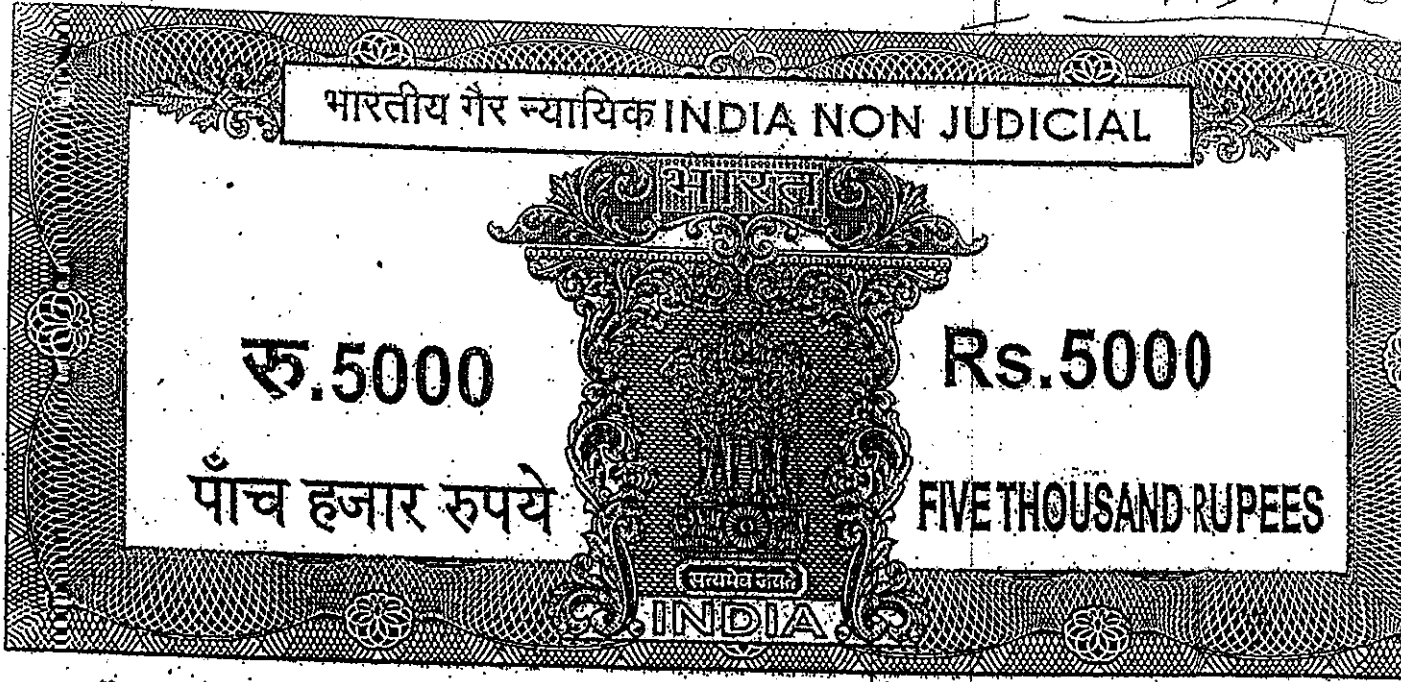


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D-04737/0



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

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

80.43

483363

Adl. District Sub Registrar
Barackpore, 24 Page. (N)

Handwritten signature and notes in the left margin.

THIS DEED OF SALE made this ...15th... day of May...

Two Thousand Nine (2009) BETWEEN 1) RUSTAM ALI son of Late Abdul Gani, 2) MD. ASLAM ALI son of Late Abdul Gani and 3) MD. IMTEYAZ ALI son of Late Abdul Gani all residing at 30/1,

Bhagwan Mondal Street, Kolkata - 700057, hereinafter called the VENDORS which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors, administrator, representatives and assigns) of the ONE PART

A N D

GHOSH BROTHERS REALTORS PVT. LTD. A Private Limited Company incorporated under the Companies Act 1956, having its Registered office at Block 'D' 2nd floor, D-204, City Centre, Salt Lake, Kolkata - 700064, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office and assigns) of the OTHER PART, being represented by one of its Director SRI PRATUL KUMAR GHOSH s/o Sri Pranab Kumar Ghosh of Block - V, Flat.No. 5A, SILVER SPRING, Kolkata - 700105.

WHEREAS one Moktar Ali Molla was the absolute Owner of land measuring about .56 decimal in Dag No. 632 Mouza - Jafarpur, R. S. No. 10, J.L. No. 9, Pargana - Kalikata, P. S Tollugunge, Dist 24 Parganas by virtue of registered Sale Deed No. 722 for the year 1983 and land measuring about 135 decimal in Dag No. 589 and 593 by virtue of registered Sale Deed dt. 12.12.38, Deed No. 1500 for the year 1938 by cultivating the land.

AND WHEREAS said Moktar Ali Molla died intestate leaving behind sons Md. Arobil and Md. Esrail and the property left by the deceased devolved upon them according to Sunni Muslim Law.

AND WHEREAS the said Md. Arobil on 30.10.72 sold his share of property measuring about .25 decimal to Mosammat Khodeja Begum, Sk. Israil, Sk. Mojahar Ali, Md. Mojamal Haque, Md. Mokaddesh and Md. Mojafar Ali by way of Sale Deed Registered in the office of Sub-Registry at Barrackpore and recorded in Book No. I, Being No. 4345 for the year 1972 and by which said Mosammat Khodeja Begum and Others became the joint absolute Owners of 1.35 decimal land in three Dag Nos. 632, 589 and 593 and seized and possessed by cultivating the same.

AND WHEREAS the said Md. Mojamal Haque, Md. Mokaddesh, Md. Mojaffar Ali all sons of Momir Ali Molla, Jobeda Begum, Mojida Begum w/o Sk. Abu and Hodeza Begum jointly sold their said landed property measuring about 1.35 decimal in Mouza - Jafarpur, P.S. Titagarh, Pargana Kalikata, Touzi No. 173, R.S. No.10, J.L. No. 9, in Dag No. 632 Sali land measuring .46 decimal in R. S. Khatian No. 248 under Khatian No. 227 R.S. Dag No. 589 measuring about .26 decimal Sali land and in R.S. Dag No. 593 measuring about .74 decimal Sali Land total measuring 1.35 decimal to Abdul Gani by virtue of Sale Deed registered in the office of D.S.R. AT Barasat on 8.11.95 and recorded in Book No. I, Being No. for the year 2003.

AND WHEREAS after purchasing the same said Abdul Gani died intestate leaving behind three sons named Md. Rustam Ali, Md. Aslam Ali and Md. Inteyaz Ali, the Vendors herein and the property

Dag No. 632 under Khatian No. 338, J.L. No. 9. P. S. Titagarh,
District North 24 Parganas, more fully described in the SCHEDULE
hereto and delineated on the Map or Plan annexed herewith and
bordered 'RED' thereon and hereinbefore as well as hereafter called
the 'Said Land' or Howsoever other wise the said land now are or is
or at any time hereto before were or was situate, butted, bounded,
called, known, numbered, described and distinguished TOGETGHER
WITH all areas, fences, passages, sewers, drains, water, water
courses, trees, bushes hedges, crops, benefit advantages and all
manner of former or other rights, liberties, easements, privileges,
appendages and appurtenances whatsoever belonging to the said land
or in anywise appertaining thereto or any part thereof usually held,
used, occupied, accepted, enjoyed, reputed or known as part or parcel
of member thereof or appurtenant thereto AND the reversion or
reversions, remainder or remainders and all rents, issues and profits
thereof and all and every part thereof, hereby granted, sold,
conveyed, transferred, assigned and assured or expressed or intended
so to be AND all the estate, right, title, interest, inheritance, use trust,
property, claim and demand whatsoever both at law and in equity of
the vendors into, upon or in respect of the said land or any part
thereof AND all deeds, pattas, muniments, writings and evidences of
title relating to the said land or any part thereof which now are or
were or hereafter shall or may be in the custody, power or possession
of the Vendors or any person or persons from whom the vendors can

expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

iii) And That the said land and all other properties, rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or intended so to be and each of them are now free from all encumbrances, demands, claims, charges, liens, attachments, vest, leases, lispensens, uses, debutters or trust made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the said land from under or in trust for the Vendors.

iv) And That the vendors have at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the said land to the Purchaser and the Vendors have no claim of any nature whatsoever against the Purchaser.

v) And that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the said land and every part thereof and receive the rents, issues and profits thereof and all other benefit rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the vendors or any person or

persons lawfully or equitably claiming any right or estate therein from under or in trust from the vendors.

vi) And That free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the cost and expenses of the vendor well and sufficiently entitled saved and indemnified of from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the vendors or any of their predecessors in title or any person lawfully or equitably claiming as aforesaid.

vii) And That the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, barges, vesting, attachments, lispens, uses, debutters, trusts, claim and demand of any and every nature whatsoever by or against the Vendors or any person lawfully of equitably or rightfully claiming as aforesaid in respect of the said land or any part thereof.

viii) AND ALSO THAT the vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said land or any part thereof from 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 Purchaser, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further and more

or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said land and all and singular, the lands, hereditaments, messuages, benefits, rights and properties hereby rented, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, bargadars (share-croppers) requisitions, acquisitions, vesting and alignments whatsoever.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS

- i) That notwithstanding any act, deed, matter or things whatsoever by the Vendors or any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the vendor are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said land and all together properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.
- ii) And that notwithstanding any act, deed, matter or things done as aforesaid, the Vendors who has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the aid land and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or

left by the deceased devolved upon them according to Muslim Succession Law and since then they have been enjoying absolutely by paying rents thereto.

AND WHEREAS the Vendors have announced to Sell .23 decimal Sali Land out of their said land measuring 135 decimals in Mouza - Jafarpur, Touzi No. 173, R.S. No. 10, J.L. No. 9, Pargana Kalikata, P. S. Titagarh, A.D.S.R.O Barrackpore, District 24 Pgs. (N) within the jurisdiction of Mohanpur Gram Panchayet and the Purchaser has offered the Vendors to purchase the same. Morefully described in Schedule hereunder written and free from all encumbrances at and for the total consideration of Rs.5,99,394/- (Rupees Five Lakh Ninety Nine thousand three hundred ninety four) only and the Vendors have agreed to sell the same to the Purchaser at the said consideration.

NOW THIS INDENTURE WITNESSETH THAT :

I. In pursuance of the said Agreement and in consideration of the said sum of Rs.5,99,394/- (Rupees Five Lakh Ninety Nine thousand three hundred ninety four) only paid by the Purchaser to the Vendors on or before the execution of these presents (receipt whereof the vendors doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge the Purchaser and the said land) the Vendors doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser the said land i.e. ALL THAT the piece and parcel of land, admeasuring .46 decimal more or less, situate, lying in Mouza - Jafarpur, R. S.

IN WITNESSSSESS WHEREOF all the Parties hereto have
subscribed their respective hands on the day month and year first
above written:

SIGNED SEALD AND DELIVERED

At Barrackpore

✓ *Ma. Rustomi*

In the presene of

1. *P. R. Chatterjee*
147/ Banerjee Para
Road Shyam nagar
24 Parganas (N)

✓ *Kd Aslam*

2. *James Biswas*
Patta Para
Shyam nagar
24 Parganas (N)

✓ *Ma. Rustomi*
SIGNATURE OF THE VENDORS

Ghosh Brothers Realtors Pvt. Ltd.

Director


Drafted by

SIGNATURE OF THE PURCHASER

P. R. Chatterjee

Advocate
Alipore Court
Kolkata - 27.


Thumb 1st finger Middle Finger Ring Finger Small Finger

 <p>PHC M.A.</p>	<p>3 D.W.</p>					
	<p>t d</p>					

Name

Signature *M.A. Rustam Ali*


Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature *M.A. Rustam Ali*


Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature

ix) AND ALSO THAT the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said land and other benefic and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Sali Land measuring .23 decimals out of total measuring 135 decimals in Mouza - Jafarpur, J.L. No. 9, Touzi No. 173, R.S. No. 10, R. S. Dag No. 632 under R.S. Khatian No. 338 P.S. Titagarh, District 24 Pgs. (N) within the jurisdiction of the Mohanpur Gram Panchayet together with easement rights clearly demarcated by RED Border in the Plan annexed hereto.

<u>R.S. Dag No.</u>	<u>Kh. No.</u>	<u>Nature of Land</u>	<u>Area of Land</u>
632	338	Sali	.23 decimal

And the said property is butted and bounded as follows and the proportionate rent is payable to the Dist. Collector, 24 Pgs. (N)

On the North : R.S. Dag No. 630 and 631.

On the South : R.S. Dag No. 627, 633, 635

On the East : R. S. Dag No. 628

On the West : R.S. Dag No. 640

Government Of West Bengal
Office of the A. D. S. R. BARRACKPORE
BARRACKPORE
Endorsement For deed Number :I-04737 of :2009
(Serial No. 04714, 2009)

On 06/05/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.30 hrs on :06/05/2009, at the Private residence by Pratul Kumar Ghosh, Claimant.

Admission of Execution(Under Section 58).

Execution is admitted on 06/05/2009 by

1. Rustam Ali, son of Lt. Abdul Gani, 30/1, Bhagwan Street Kolkata, Thana, Pin 700057, By caste Muslim, b Profession : Others
 2. Md. Aslam Ali, son of Lt. Abdul Gani, 30/1, Bhagwan Street Kolkata, Thana, Pin 700057, By caste Muslim, b Profession : Others
 3. Md. Imteyaz Ali, son of Lt. Abdul Gani, 30/1, Bhagwan Street Kolkata, Thana, Pin 700057, By caste Muslim, b Profession : Others
 4. Pratul Kumar Ghosh, Director, Ghosh Brothers Realtors Pvt. Ltd., Block D, City Centre, Salt Lake, Kolkata - 700064, profession : Private Service
- Identified By Samir Biswas, son of Lt. N C Biswas, Palta Para Shyam Nagar Dist. -24 Pgs. (n) Thana: Jagaddal, by c Hindu, By Profession : Business.

Name of the Registering officer : Malay Bhushan
Bhattacharyya
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On-08/05/2009

Certificate of Market Value(WB PUVI rules-1999)

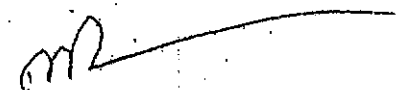
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 1524900/-

Certified that the required stamp duty of this document is Rs 76265/- and the Stamp duty paid as: Impresive Rs- 50

Name of the Registering officer : Malay Bhushan
Bhattacharyya
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 20/05/2009




[Dinabandhu Roy]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
BARRACKPORE
Govt. of West Bengal

Government Of West Bengal
Office of the A. D. S. R. BARRACKPORE
BARRACKPORE
Endorsement For deed Number :I-04737 of :2009
(Serial No. 04714, 2009)

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23. of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 16764/- , E = 14/- on:20/05/2009

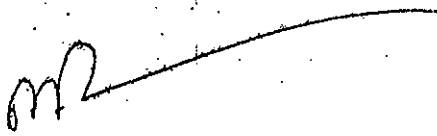
Deficit stamp duty

Deficit stamp duty Rs 71275/- is paid, by the draft number 221437, Draft Date 06/05/2009 Bank Name State Bank Of India, P B B Salt Lake Cal, received on :20/05/2009.

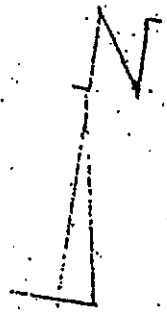
Name of the Registering officer :Malay Bhushan
Bhattacharyya
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR



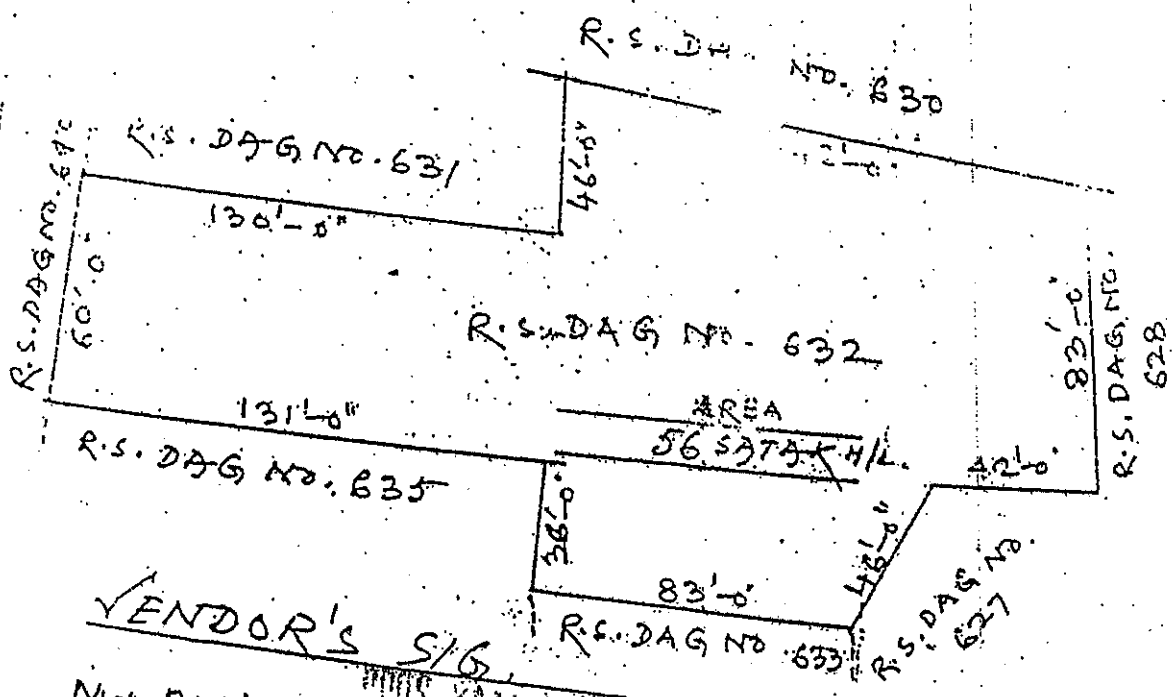
Page : 2


[Dinabandhu Roy]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
BARRACKPORE
Govt. of West Bengal

SITE PLAN ON R.S. DAG NO. 632 UNDER
KH. NO. 338 OF MOUZA - JAFFAR PUR, J.L. NO. 9
P.S. - TITAGARH, DIST. - NT24 PARGANAS.
UNDER MOHANPUR GRAM PANCHAYET.
SCALE = 50' = 1" = 50' = 1"



AREA STATEMENT
Total Land Area - 56 Satak H/L
AREA OF LAND SOLD = 23 Dec.



VENDOR'S SIG.

Md. Rubtan Ali

Ghosh Brothers Realtors Pvt. Ltd.

Director

Md. Aslem Ali

Md. Imtiaz Ali

Witness by
[Signature]
27.11.09

RECEIVED from the withinnamed Purchaser
withinmentioned sum of Rs.5,99,394/- (Rupees
Five Lakh Ninety Nine thousand three hundred
ninety four) only as full consideration as per
memo below :

MEMO OF CONSIDERATION

<u>D/D No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount.</u>
By Cash		-	Rs 5,99,394/-
			<u>Rs 5,99,394/-</u>

Witnesses :

1. *Gautam Chatterjee*

Mr. Rustom Ali

2. *Sami Biswas*

Mr. Aslam

Mr. Imtiaz Ali

SIGNATURE OF THE VENDORS

Printed by
Prasanta Roy
Prasanta Roy
Alipore Court
Kolkata - 27

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 762 to 778
being No 04737 for the year 2009.



Handwritten signature

(Dinabandhu Roy) 08-July-2009
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARRACKPORE
West Bengal

