

DPA / 2PA/55 11451 - 1 - 1975 5000Rs.



Permission for stamp duty.
vide no. 66-#1/NT/114-21/92 (24/6)
dt. 21/1/92
Amount Rs. 263,000
Stamp No. 910572 dt. 26/8/98
₹ 263,000.00 on gold as
deduct stamp duty @ 1%.

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28/8

103/98

THIS DEED OF SALE made this 10th day of MARCH

One Thousand Nine Hundred Ninety-eight **B E I W E E N**
AMITABH BOSE alias **AMITAVA BOSE**, son of Sri Adhir Kumar
Bose, by occupation Business, by religion Hindu, residing
at P-12B, Lake Town, Block "A", Calcutta-700 089, P.S. Lake
Town, District 24-Parganas(N), hereinafter called the
VENDOR (which expression shall unless excluded by or repug-
nant to the context be deemed to mean and include his
heirs, executors, administrators and legal representatives)

Defect A... 3553000...
on... SEI... dt. 07/5/67
[Handwritten signature]
28/8



: 2 :

of the ONE PART A M D MONTAN EQUIPMENT AND ALLIED SERVICES PRIVATE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered Office at K-1/141, Chittaranjan Park, New Delhi-110019, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in interest assigns and nominees) of the OTHER PART.



: 3 :

WHEREAS :

1. One Darbesh Mondal was the owner of several plots of agricultural and horticultural land situated at Mouza Gopalpur within P.S. Rajarhat in the District of 24- Parganas.

2. The name of Darbesh Mondal was recorded in Cadastral Survey settlement Record of Rights (C.S.) finally published during the year 1928-1931.



: 4 :

3. The names of Jamat Ali Mondal and Nimat Ali Mondal the predecessors-in-interest of Enayat Ali and Jahurunnessa Bibi were also recorded in C.S.Record of Rights along with Darbesh Mondal and since then they were in possession of the said land.

4. Jinnat Ali Mondal, Jamat Ali Mondal and Darbesh Mondal died leaving behind them surviving Enayat Ali Mondal and Jahurunnessa Bibi as their only heirs and legal representatives who inherited all land left by the deceased

according to the proportion of share under Mohemadan Law and since inheritance they were in absolute possession of all land.

5. After the West Bengal Estate Acquisition Act, 1953 with effect from 12.2.1954 all rights of the then intermediaries being Rayats were vested in the State of West Bengal and all Rayats became the direct tenants under state having right to hold use and enjoy together with right of transfer of land within the ceiling limits as provided under the said Act.

6. Thereafter on completion of Revisional Settlement proceeding in the State of West Bengal during the period 1956-57, the names of Enayet Ali Mondal and Jahurunnessa Bibi, son and wife of late Jinnat Ali Mondal were recorded in the finally published Revisional Records of Rights (R.S.) under West Bengal Land Reforms Act, 1956 and accordingly they became the direct tenants under the State Government having all right of transfer under the said Act.

7. The other co-owners of namely Rabeya Khatun, Jinnatunnessa Bibi, Golbanu Bibi, Latifannessa and Altabanu Bibi

sold their respective share in the said agricultural land to Enayat Ali Mondal by separate sale deeds particulars of which are mentioned below :-

- a) Enayat Ali Mondal, purchased on 17.11.1964 from Rabeyakhatun by Deed No.8733, Volume No.119, Pages 248-265.
- b) Enayat Ali Mondal purchased on 17.11.1964 from Jinatunnessa Bibi by Deed No.8736, Volume No.118, Pages 240-287.
- c) Enayat Ali Mondal purchased on 3.12.1956 from Golbanu Bibi by Deed No.9133, Volume No.137, Pages 27-38.
- d) Enayat Ali Mondal purchased on 17.11.1964 from Latifunnessa Bibi, by Deed No.8735, Volume No.120, Pages 236-252.
- e) Enayat Ali Mondal purchased on 11.6.1957 from Altabanna Bibi, by Deed No.4608, Volume No.77, Pages 252-262.

B. After purchase as aforesaid Enayet Ali Mondal used and enjoyed the said land including other land jointly with his mother Jahurunnessa Bibi.

9. By an Indenture dated 26.4.1977 and registered at Sub-Registry Office Alipore in Book No.I, Volume No.94, Pages 274-286, Being No.2501 for the year 1977, Enayet Ali Mondal and his mother Jahurunnessa Bibi sold to Amitava Bose, total land measuring 5 Bighas, 13 Cottahs, 11 Chit-tacks comprised in R.S.Dag Nos.3889 (C.S. Dag No.5661) of R.S.Khatian No.348 (C.S.Khatian No.628) and R.S.Dag No.3900 (C.S.Dag N.5672) of R.S.Khatian No.289 (C.S.Khatian No.628) at Mouza Gopalpur, R.S. Rajarhat now R.S. Airport in the District 24-Parganas.

10. After purchase as aforesaid, the Vendor mutated his name in the Settlement Record of Rights and has been paying the land revenue to the collector of North 24-Parganas in respect of his aforesaid purchased land.

11. Subsequently the above land came within the limits of Rajarhat-Gopalpur Municipality under present P.S. Airport in the District of North 24-Parganas.

12. The Vendor agreed to sell and the Purchaser agreed to Purchase agricultural/danga land measuring .30 decimals equivalent to 18 Cottahs 2 Chittacks and 29 Sq. Ft. comprised in R.S.Dag No.3900 (Part) of R.S.Khatian No.289 at Mouza Gopalpur in the District of North 24-Parganas fully described in the Schedule hereunder written at or for the total price of Rs.4,00,000/- (Rupees Four Lacs only) free from all encumbrances, charges, lispensens, liens, acquisitions, requisitions, execution, proceedings and order of vesting for megacity scheme or other prohibitory order.

13. By Notification No.345-CI/H/31-7/89 dated 27.8.91 the Government of West Bengal, the locality within which the said land situated was declared as Industrial Area namely New Barrackpore, Madhyamgram, Narayanpur, Badu, Ganganagar Industrial Area under Airport Police Station, North 24-Parganas.

14. By permission No.66-H1/WTP/IL-21/97(Singly) dated 22.1.1998 the Competent Authority, Housing Department, Government of West Bengal granted permission to register the Sale Deed of the subject land.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of

of Rs.4,00,000/- (Rupees Four Lacs) only being the total consideration money paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof the Vendor doth hereby acquit release and forever discharge the Purchaser and the land hereby transferred) the vendor doth hereby grant, transfer, convey, sell, assure and confirm together with possession free from all encumbrances into the Purchaser absolutely and forever which the Confirming Party confirms **ALL THAT** the agricultural land measuring .30 decimals at Mouza Gopalpur, North 24-Parganas fully and particularly described in the Schedule hereunder written (hereinafter called "the said land") **OR HOWSOEVER OTHERWISE** the said land or any part thereof now are or is or heretofore were or was situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all trees, fences, yards, areas, ways, paths, passages, water, water-courses, lights, rights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said land belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto And all the estate, right, title,

interest, claim and demand whatsoever of the Vendor into or upon the said land or any part thereof TOGETHER WITH all deeds, evidences and muniments relating to the title of the Vendor to the said land whatsoever in anywise exclusively relating to or concerning the said land or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser that NOTWITHSTANDING any act, deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor is lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted transferred and conveyed or expressed so to be and every part thereof for a protect and indefessible estate or inheritance without any manner of condition use or other thing whatsoever alter defeat encumber or make void the said land that NOTWITHSTANDING any such acts, deeds or things

whatsoever as aforesaid the Vendor has now good right and full power and absolute authority to convey the said premises hereby, granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruption, claims and demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or under in trust for him from or under any of his ancestors or predecessors-in-title and that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor or any person or persons having or lawfully or equitably any estate or interest in the said land or any of his or any part thereof from under or in trust for the Vendor shall and will from time to time at all times hereafter at the request and costs of the Purchaser produced or cause to be produced all or any of the original document of title at any Trial, Commission or before any authority for evidencing the title of the Vendor to the said land at any time hereafter do and execute or

cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of agricultural/danga land or ground measuring about .30 Decimal equivalent to 18 Cottahs 2 Chittacks and 29 Sq. Ft. more or less comprised in R.S.Dag No.3900(Part) of R.S. Khatian No.289, situate and lying at Mouza Gopalpur commonly known as Bera-Beri J.L.No.2, R.S.No.140 under Rajarhat-Gopalpur Municipality and P.S. Airport, Sub-Registry Office Bidhannagar in the District of North 24-Parganas butted and bounded in the manner following that is to say -

<u>ON THE NORTH</u>	:	By part of R.S.Dag No.3900.
<u>ON THE EAST</u>	:	By part of R.S.Dag No.3900.
<u>ON THE SOUTH</u>	:	By part of R.S.Dag No.3899.
<u>ON THE WEST</u>	:	By R.S.Dag No.3896.

particulars delineated in RED border in the map or plan annexed hereto.

IN WITNESS WHEREOF the Vendor has executed these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Vendor abovenamed in the presence of :

Amit Bose
Solicitor
Calcutta.

M. S. Chatterjee
Solicitor, Calcutta.

Amitabh Bose
(AMITABH BOSE)
X alias (AMITAVA BOSE)

Drafted by
Amit Bose
Advocate

R E C E I V E D of and from the within-named Purchaser the within-mentioned sum of Rs.4,00,000/- (Rupees Four Lacs) only being the total consideration money.

Rs.4,00,000/-

MEMO OF CONSIDERATION

Paid by Cheque No.821325 dated 6.11.1997 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor.

Rs.1,50,000/-

Paid by Cheque No.821358 dated 3.12.1997 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor.

Rs.1,50,000/-

Paid by Cheque No. ~~821358~~ ⁸²⁸⁴⁰⁶ dated 9.2.1998 drawn on State Bank of India, Chandni Chowk Branch, Calcutta in favour of the Vendor.

Rs.1,00,000/-

Rs.4,00,000/-

(RUPEES FOUR LACS ONLY).

WITNESSES:

Amit Bose

Palina (AMITAYA BOSE)

Solists, Calcutta

Referred to
H.K.K. No. 1
Volume No. 3
Pages 489 to 502
Being No. 1973
for the year 1978

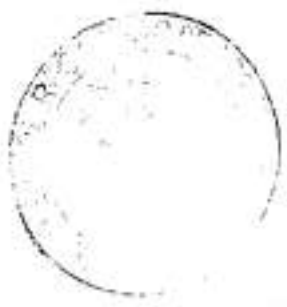
DATED THIS 10th DAY OF MARCH 1998.



B E T W E E N
AMITABH BOSE alias AMITAVA BOSE
A N D
MONTAN EQUIPMENT & ALLIED SERVICES
PRIVATE LIMITED

AB
~~Signature~~
11/9/98

DEED OF SALE
(.30 decimal land in R.S.Dag No.3900
of Gopalpur).



VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
CALCUTTA-700 001.

~~Signature~~
of Assistant
~~Registrar~~

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