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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

B 517074

Rajarat  
100  
D.D No 698  
42794

admissible under Rule 21 & also  
s/c 5 of M.L.R. Act, 1959  
issued under the Indian  
Stamp Act, 1899 Subsequently  
mentioned in Schedule I.A. No. 23  
less Paid.

Sale  
Stamp duty of Rs. 25616

Stamp duty of Rs. 42694  
paid on 21/5/07

as per Banker's Cheque /  
Bank Draft No. 049756  
North 24-Parganas (B.S.R.-II)

as per Banker's Cheque /  
Bank Draft No. 102166  
Date 17/5/07 of Calcutta

713055  
Date 02/26/07 of Kadambasacu 5 JUN 2007

Stamp  
North 24-Parganas  
21/5/07

A 7843  
E 7  
H 28  
MO 4

Stamp  
North 24-Parganas  
5/6/07 A 46868

DEED OF SALE

VALUED AT Rs. 713055/- (RUPEES SEVEN LACS  
THIRTEEN THOUSAND FIFTY FIVE ONLY) ONLY.

THIS DEED OF SALE is made this day 14<sup>th</sup> of MAY, 2007  
BETWEEN ARYAVRATSAVINGS UNIT LIMITED a Company registered  
Under the Companies Act, 1956, having its registered office at Eden House, 15  
Gangadhar Babu Lane, Room no - 306, Third Floor Kolkata - 700012,

7882  
E  
H  
MO  
v.c. No = 899  
dt. = 14.05.07  
P(1) = 250  
P(2) = 29  
2741

2500  
2000  
2740



(5)

46861  
5-6-07  
1533

5-6-07

Represented by its director Sri Rabi Sankar Saha son of Sri Tarapada Saha, by faith hindu, residing at 19/B, Madhu Roy Lane, Kolkata- 700006 hereinafter called the VENDOR ( which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director, successor or successors in office and or assigns or nominees) of the ONE PART.

A N D

SIMPLEX MANSION PRIVATE LIMITED registered comp any under the Companies Act, 1956 having its office at the New Town Metro Plaza, 1405/1406, Rajarhat Main Road, Atghara, P.S - RAJARHAT, Kolkata- 700136 hereinafter called the PURCHASER (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director, successors or successor in office, office bearers and or assigns or nominees) of the OTHER PART.

WHEREAS after the sale of the landed property measuring about 28.48 katta or 47.16 decimel the ARYAVRAT SAVINGS UNIT LIMITED the VENDOR herein is become the absolute owner of a plot of land comprising an area of 117.64 decimel or 71.18 katta more or less lying and situate at the mouza- Atghara, J.L NO - 10, TOUZI NO -10, R.S NO - 133, in the L.R KHATIAN NO - 1274, UNDER THE L.R DAG NO - 232, WITHIN THE WARD NO - 06 OF THE RAJARHAT GOPALPURE MUNICIPALITY, P.S- RAJARHAT, DIST- NORTH 24 PARGANAS and

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*[Signature]*  
Magistrate 1/10 I (2)  
North 24-Parganas  
(D. S. R. - II)

14 MAY 2007

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has been owning, possessing and occupying the same absolutely and free from all encumbrances, attachments, charges, liens, lispendances, claims or demands whatsoever.

AND WHEREAS the VENDOR herein has agreed to sell and the PURCHASER has agreed to purchase ALL THAT a plot of a land comprising an area of 07kattas-02chattaks-04 sft. more or less out of 117.16 decimel lying and situate at the mouza- Atghara, J.L NO - 10, TOUZI NO - 10, R.S NO - 133, in the L.R KHATIAN NO - 1274 under the L.R DAG NO - 232, within the WARD NO - 06 OF THE RAJARHAT GOPALPURE MUNICIPALITY, P.S- Rajarhat, Dist- North 24 Parganas which is more particularly mentioned and described in the schedule hereunder written and delineated in the MAP or PLAN in RED boarder and hereinafter called or referred to as the said property, at or for the consolidated consideration of Rs. 713055/- (Rupees seven lacs thirteen thousand fifty five) only free from all encumbrances, attachments, charges, liens, lispendances, claims or demands whatsoever and which the VENDOR doth hereby agreed.

NOW THIS DEED WITNESSETH THAT in pursuance to the said agreement and in consolidated consideration of Rs. 713055/- Rupees seven lacs thirteen thousand fifty five )only truly paid by the PURCHASER to the VENDOR at or before the date of execution of this deed of sale (the receipt whereof the VENDOR doth hereby as well as by the receipt hereunder written, admitted and acknowledged

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Signature of D/S T (2)  
North 24 Parganas  
(D. S. R. - 4)

14 MAY 2007

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and of and from the same and every part thereof doth hereby acquit, release and forever discharge the PURCHASER and the said property absolutely and indefeasibly grant, convey, sell, transfer, assign and assure unto and in favour of the PURCHASER ALL THAT piece and parcel of a plot of land measuring about 07 kattas- 02 chattks- 04 sft. lying and situate at the mouza- Atghara, J.L NO - 10, TOUZI NO - 10, R. S NO -133, in the L.R KAHATIAN NO - 1274 Under the L.R DAG NO - 232, under the jurisdiction of the WARD NO - 06, of the Rajarhat Gopalpure Municipality Police Station -Rajarhat, Dist- North 24 Parganas which is morefully described in the schedule hereunder written and hereinafter called or referred to as the said property and delineated in the M A P or P L A N in R E D boarder. OR HOWSOEVER OR OTHERWISE the said property or any part heretofore were or was now are or is situate, tenanted, butted and bounded, called, knowned and numbered, described and distinguished TOGETHER WITH all erection, walls, boundary wall, pits areas, courtr yeards, sanitary connections, water connedtions, electric connection, fitting and fixtures, swears, drains, paths, ways and passages, AND ALL manner of formal rights, liabilities, advantages, easements, privillages, emoluments, appendages appurtenances whatsoever to the said plot of land or any part thereof belonging or any wise appurtening or which with the same or any part thereof now are or is or any time heretofore were or was, held, used, occupied, enjoyed, reputed to belong or to be appurtenant thereto and the reversions, remainders, or remainder AND the rent, issues, and profits thereof

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Registrar u/s 7 (2)  
North 24-Parganas  
(D. S. R. - II)

14 MAY 2007

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AND ALL THE right, title, interest use, possession claims, and demands whatsoever both in law or in equity the VENDOR into or upon the said plot of land or any part thereof TOGETHER WITH ALL deeds, pattas, muniments, writings, and 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 in possession of the VENDOR or any other person or which the VENDOR can procure without any action or suit in law or in equity TO HAVE AND TO HOLD the said plot of land AND ALL AND SINGULAR other the said property hereby 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, lispendances, claims or demands whatsoever.

AND THE VENDOR DOETH HEREBY COVENANTED WITH THE PURCHASER AS FOLLOWS -

1. That notwithstanding any thing, act deed, matter by the vendor done executed or suffered to the contrary, the vendor is absolutely owned, seized, enjoyed 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 in simple in possession to the property and every part thereof.

2. That notwithstanding as aforesaid the VENDOR now hath in herself 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 sell transferred, conveyed, assigned and assured or

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Registrar u/s 1 (2)  
North 24-Parganas  
(B. S. R. II)  
14 MAY 2007

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 present .

3. That the PURCHASER shall or will or may from time to time and at all time hereafter peaceably and quietly enter into hold , possess and the enjoy the said property hereby grant , conveyed and receive and to take the rent issues and profits there of and every part there of without any lawful trouble hinderances, disturbances ,evictions, interruption claims demands whatsoever from or by the VENDOR or all persons 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 all and all manner other charges ,mortgages ,claims,demands,liens,lispendances , attachments , encumbrances , whatsoever created by the VENDOR .

5. That the VENDOR and all persons having claiming any estate , right , title , interest , claim or demands , whatsoever both in law or in equity into or the said plot of land hereby granted conveyed , sold . transferred , assigned or assured or expressed or intended so to be or any part there of through or under of in trust for the VENDOR or any other Person as aforesaid shall or will or may from time to time and at all time hereafter at the request and cost of the PURCHASER and does and execute all such assurances , acts , deeds , matters , and things for further better and more effectual granting , selling , transferring and assuring the said plot of land and every part thereof unto and to the use of the PURCHASER SHALL OR MAY REASONABLY REQUIRED.

6. That the said plot of land is not affected by any attachment including the attachment under any certificate case or proceeding started at the instance of the Income Tax Authority or other Govt. Authorities under the Public Demand Recovery Act or otherwise whatsoever and there no certificate case or proceeding pending against the VENDOR for realization of arear under the said Act or any other Act for the time being inforce and the said plot of land is not affected by any notice or scheme of acquisition of the West Bengal Govt. or legal municipality or public body or body corporate and no declaration has been made of published for the acquiation of the said plot of land or any part thereof under the acquisition Act or any other Act for the time being inforce.

7. That the VENDOR has not at any time done or executed or knowingly suffered or been part to any act , deeds , things, or matters whereby and whereunder the said property together with structure appurtenant there to hereby sold granted



*M*  
Registrar u/s I-(2)  
North 24 Parganas  
(D. S. R. - II)

14 MAY 2007

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transferred and 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 and lispendances, attachments, debts, acquisition or trust, claims or demands whatsoever created, occasioned made by the VENDOR or any Person or Persons lawfully or equitably claiming as aforesaid.

9. That the VENDOR also declares and confirm that he is in khas and vacant possession of the said property and every part thereof together with structure thereon and no one else has any right or interest therein or any part of portion thereof as occupant or otherwise.

10. That the VENDOR hereby further covenants with the PURCHASER that in the event of his being any defect in title and or any claim from any third party of any of the representation is found to be incorrect or false, the VENDOR shall cause such defect to be removed, remedied and have agreed to keep the PURCHASER saved, kept harmless and fully indemnified from all costs, charges, claims, actions, suits, and proceedings.

11. That the VENDOR hereby declares and confirms that he 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 upto date.

12. That the VENDOR further covenants 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 deed of sale.

SCHEDULE OF THE SAID PROPERTY AS ABOVE  
REFERRED TO

ALL THAT a piece and parcel of a plot of land measuring about 07(seven) kattas- 02(Two) Chattaks - 03 (Three) sft. whose recorded classification - Bastu, lying and situate at the MOUZA- ATGHARA, J.L NO - 10, TOUZI NO - 10, R.S NO - 133, in the L.R KHATIAN NO - 1274, under the L.R DAG NO - 232, within the WARD NO - 06 OF THE RAJARHAT GOPALPURE

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*[Signature]*  
Magistrate u/s 7 (2)  
South 24 Parganas  
(D. & R. - II)

14 MAY 2007

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MUNICIPALITY, P.S – RAJARHAT, Dist- NORTH 24 PARGANAS which is butted and bounded as follows-

ON THE NORTH-: PART OF R.S DAG NO -249.

ON THE SOUTH - : PART OF R.S -242

ON THE WEST-: PART OF R.S-238.

ON THE EAST - : PART OF R.S DAG NO- 242.

IN WITNESS WHEREOF the VENDOR herein has set and subscribed her respective hands , seal and signature on the day month and year as above written in presence of the following witnesses.

WITNESSES.

1. *Matan Kekoma Madal*  
*S/o Rahamadulla Madal*  
*Dasharpan, Rajarhat*  
*Kol. 136*

2. *SK Mehbubur Rahaman,*  
*S/o SK Aliar Rahaman,*  
*Keikhalai Bimamagan*  
*Airport, Kol-52*

*Rabi Sankon Saha*  
Signature of the VENDOR  
FOR BHAYANAK INDUSTRIES LTD

DRAFTED AND PREPARED

BY *SK Mehbubur Rahaman*  
SK MEHBUBAR RAHAMAN.  
ADVOCATE.

Director



*[Handwritten Signature]*  
District Magistrate (M) (D)  
North 24 Parganas  
(D. S. R. - II)  
14 MAY 2007

**DISTRICT NORTH 24 PARGANAS**  
**OFFICE OF THE**

Photo of the presentant should be pasted  
in the front page of the document



Rabi Samanta Saha

(1)  
Name : Rabi Samanta Saha.....Status - Presentant

**LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS (ডান হাতের আঙ্গুলের ছাপ)**

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person, and attested by the said parson.

.. Rabi Samanta Saha ..

SIGNATURE of the Presentant

(2)  
Name : .....

Status : Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator (✓)

**LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS (ডান হাতের আঙ্গুলের ছাপ)**

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person.

.....  
SIGNATURE of the Presentant/Executant/  
Claimant/Attorney/Principal/Guardian/Testator  
(Tick the appropriate status)



Signature /s/ I (B)  
North 24-Parganas  
(B. S. R. - II)

14 MAY 2007

MEMO OF CONSIDERATION

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The VENDOR herein has received the sum of Rs. 713055 (Rupees Seven Lacs Thirteen Thousand Fifty Five) only being the consolidated consideration of the this presents from the PURCHASER as per the memo below and hereby signing this memo on the day month and year as above written in presence of the following witnesses.

WITNESSES

1. Mahim Rahman Mondal  
S/o Rahmatullah Mondal  
S/o

Rabi Sankar Saha

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VENDOR.

For ARYAVRAT SAVINGS UNIT LTD

2. SK Mehbubur Rahman  
S/o SK Atiar Rahman,  
Kailkhati, Bimanagar,  
Airport, WDT-52

Director

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সংসদাল উপাধীকৃত  
North 24-Parganas  
(D. S. D. - II)

14 MAY 2007

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 8353 to 8375  
being No 04317 for the year 2007.



(X) 27-August-2007  
District Sub Registrar II  
Office of the D.S.R.-II NORTH 24-PARGANAS  
West Bengal