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11.3.2000

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 2 122 HJ/1151 AF 5.2.88 0000 742837  
 2 274 HJ/1098 AF 26.10.88 000 1500000

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 17881

**THIS INDENTURE OF SALE** made this the 11th day of July in the year 2000

**BETWEEN 1. YAR ALI MONDAL** son of Late Manik Mondal by faith Muslim by occupation retired, **2. MD. KASHEM ALI MONDAL** son of Yar Ali Mondal by faith Muslim by occupation Business, **3. IMTIAZ ALI MONDAL** son of Yar Ali Mondal by faith Muslim by occupation Service, jointly residing at Atghora within Police Station - Rajarhat, District - 24-Parganas (North) hereinafter jointly referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE**

**PART.** The Vendor No. 1 is being represented by his Attorney, the Vendor No. 2 & 3 of these presents.

Stamp: 2374  
 4.58  
 47881

**SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED** a Private Limited Company, having its registered office at 306 "EDEN HOUSE", 3rd Floor, 15, Gangadhar Babu Lane, Calcutta - 700 012, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their directors, office bearers, administrators and assigns) of the **OTHER PART.**

53.250  
 10.5.81  
 11.7.81

A 117157  
 recd. 6.8.01

Stamp: Salt Lake City

Serial No. 7853  
 Held by Simplex Land & Housing Development (P) Ltd.  
 306, Eden House,  
 15, Gangadhar Bala Lane,  
 Calcutta  
 District Collector,  
 West Bengal  
 Dated 20/06/2000

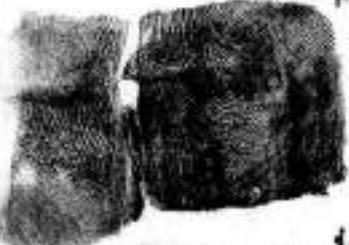


1c- 20,000  
 1c- 1,000  
 1c- 500  
 2c- 200  
 1c- 30  
 1c- 20  
 21,770

July 19 2000 at Bidhan Nagar Dist  
 Md. Kasem Ali Mondal

District Sub-Registrar  
 Bidhan Nagar, (Salt Lake City)

11-7-2000  
 Md. Kasem Ali Mondal



555  
 Md. Kasem Ali Mondal



555  
 Intiaj Ali Mondal  
 Both self and as  
 constituted attorney  
 for Kasem Ali Mondal

Ajed Mondal -  
 Son of Rajat Mondal  
 with Address  
 P.O. - 2, Group of pur  
 P. 3, Rajahat  
 Dist. (North) 24 pgs.

(1) Md. Kasem Ali Mondal.  
 (2) Intiaj Ali Mondal  
 Gonyar Ali Mondal.  
 of Alghara B. Rajahat  
 24 bags both are for self and  
 as constituted attorney of  
 Kasem Ali Mondal  
 as admitted by them.

Ajed Mondal  
 Rajat Mondal  
 Alghara  
 Rajahat 24 bags

District Sub-Registrar  
 Bidhan Nagar, (Salt Lake City)  
 11-7-2000



- 2 -

**WHEREAS** Madar Baksh Mondal, Manik Mondal and Ajet Ali Mondal, sons of Late Khosal Mondal, resident of Atghora, under Police Station - Rajarhat, within the District of the then undivided 24-Parganas, since 24-Parganas(North) were jointly seized, possessed of and otherwise well and sufficiently entitled to undivided 4(Four) annas share of all their properties including an area of land measuring 1.71 decimals lying and situate within District of the then undivided 24-Parganas (since 24-Parganas, North), Pargana - Kalikata, J.L.No. 10, Mouza-Atghora, comprised in C.S.Dag No.217 appertaining to C.S.Khatian No.154/1, C.S.Dag No.221 appertaining to C.S.Khatian No.246 and C.S.Dag No.294 appertaining to C.S.Khatian No.114.

**AND WHEREAS** by a Bengali Kobala/Deed of Sale bearing date 26th June, 1950 corresponding to 11th Ashar, 1357 B.S., duly registered at the office of Sub-Registrar of Cossipur, Dum Dum and recorded in book No. I, Being No.2112 for the year 1950, the other undivided 8(Eight) annas i.e. half share holders of the said lands recorded in aforesaid 3(Three) Dags, viz Sri Sailendra Nath Biswas & Sri Birendra Nath Biswas sons of Late Tarak Nath Biswas (Minors being represented by their mother Smt.Amiya Lata Biswas)

Serial No. 7853  
 Sold to: Simplex Land & Housing Development (P) Ltd,  
 306, Eden House,  
 15, Gangadhar Bazar Lane,  
 Calcutta  
 Collectorate,  
 Treasury  
 Dated 20/16/2000.

1c 20.000  
 1c 1.000  
 1c 500  
 2c 200  
 1c 50  
 1c 20  


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 21.770



Sub-Registrar, Bidar  
 Bidar, Karnataka

11/7/2000



- 3 -

and Smt. Amiya Lata Biswas wife of Late Tarak Nath Biswas sold, conveyed and transferred all their right, title and interest in respect of said 8 (Eight) annas share over and upon the said landed property of aforesaid 3 (three) Dags unto and in favour of said Madar Baksh Mondal, Manik Mondal And Ajet Ali Mondal.

**AND WHEREAS** the said Sri Sailendra Nath Biswas and Birendra Nath Biswas being minors represented by their mother and legal guardian the said Smt. Amiya Lata Biswas on the said date executed a Security Bond in favour of said Madar Baksh Mondal and his said two brothers. The said Security Bond has duly been registered at the office of Sub-Registrar, Cossipur, Dum Dum and recorded in Book No. i, Volume No. 37, pages 184 to 195, being No. 2115 for the year 1950.

**AND WHEREAS** by other Bengali Kobala/Deed of sale bearing date 6th November, 1950 corresponding to 20th Kartick, 1357 B.S., Sri Kartick Chandra Biswas, Sri Ganesh Chandra Biswas, Sri Sital Chandra Biswas sons of Late Sibnarayan Biswas sold, conveyed and transferred their undivided 4 (Four) annas i.e. 1/4th (One Forth) share in the said landed property comprised in said 3 (Three) Dags

Serial No. 7853  
Title Simplex land & Housing Development (P) Ltd.  
No. 306, Eden House  
15, Gangadhar Balu Lane  
Raj. B.

Colombo Conciliator,  
Secretary  
Date 20/06/2000.

1e 20.000  
1e 1.000  
1e 500  
2e 200  
1e 50  
1e 20  

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21.770



Registrar of Land  
Rajahmundry



- : 4 : -

in favour of said Madar Baksh Mondal and his said two brothers. The said Deed of sale has duly been registered with the Sub-Registrar of Cossipur Dum Dum and recorded in Book No.1, Volume No.63 Pages 131 to 147, Being No.3971 for the year 1950.

**AND WHEREAS** thus the said Madar Baksh Mondal, Manik Mondal and Ajet Ali Mondal jointly became the absolute owners in respect of said total area of land measuring 1.71 decimals comprised in said C.S.Dag Nos.217,221 & 294 of Mouza-Atghora and used to possess and enjoy the same in khas.

**AND WHEREAS** the said Madar Baksh Mondal, Manik Mondal and Ajet Ali Mondal were also jointly seized, possessed of and otherwise well and sufficiently entitled to an area of land measuring .10 decimals, more or less, lying and situate within the said District, Police Station, Mouza, Touzi, Pargana, J.L.No, comprised in Dag No.790 appertaining to R.S.Khatian No.511.

**AND WHEREAS** the said Ajet Ali Mondal died intestate leaving surviving his wife Aharjan Bibi, two daughters viz Kulsam Bibi, Rabia Bibi and his said two brothers Madar Baksh Mondal and Manik Mondal as his legal heirs and successors.

Serial No. 7853

Sold to Simplex Land & Housing Development (P) Ltd

of 306, Eden House,

15, Gangadhar Bahu Lane,  
Cat-12

Salvage Collectionist,

Treasury

Dated 20/06/2000

*gr*  
Treasurer

1c	20.000
1c	1.000
1c	500
2c	200
1c	50
1c	20
1c	20
	<u>21.770</u>



~~District Sub-Registrar  
Nizamabad, Salt Lake City~~

*M. J. J.*



- : 5 : -

**AND WHEREAS** the said Madar Baksh Mondal died intestate leaving surviving his daughter Sakina Khatoon, Son Rehat Mondal as his legal heirs and successors. Wife of Madar Baksh Mondal Predeceased him.

**AND WHEREAS** the said Manik Mondal died intestate leaving surviving his wife Yarannessa Bibi, 4(Four) sons viz Yar Ali Mondal, Momrej Ali Mondal, Jafar Ali Mondal, Omar Ali Mondal and 6(Six) daughters viz Alekjan Bibi, Manujan Bibi, Rupjan Bibi, Mariam Bibi, Nurjahan Bibi and Hingaljan Bibi.

**AND WHEREAS** thus the said heirs of said deceaseds Madar Baksh Mondal, Manik Mondal and Ajet Ali Mondal became the joint owners of the said landed properties having a total area of said 1.81 decimals of the said 4(Four) Dag Numbers.

**AND WHEREAS** son of said deceased Madar Baksh Mondal viz Rehat Ali Mondal, died intestate and issueless leaving surviving his wife Sokarjan Bibi, Sister the said Sakina Khatoon and his four Cousins viz Yar Ali Mondal, Momrej Ali Mondal, Jafar Ali Mondal and Omar Ali Mondal sons of Late Manik Mondal as his legal heirs and successors.

serial No 7853

Sold to Simplex Land & Housing Development (P) Ltd.

of 306, Eden House

15, Gargashar Babu lane

Pat-12

Calcutta Collector,

Treasury

dated 20/06/2000

*[Signature]*  
TREASURER

1r	20.0002
1r	1.0002
1r	5002
1r	2002
2r	502
1r	202
1r	21.7702



Sub-Registrar  
Bishnupur, Salt Lake City

11.7.2000



- 1 6 1 -

**AND WHEREAS** the said landed property of said C.S.Dag Nos.217,221 & 294 have been recorded in R.S.Dag Nos. 218, 222 & 272 appertaining to R.S.Khatian Nos. 343,288/1 & 523 respectively and Dag No.790 under R.S.Khatian No.511.

**AND WHEREAS** the said Sakina Khatoon (Daughter of Late Madar Baksh Mondal) wife of Eman Ali Mondal, resident of Dharsha within Police Station-Rajarhat, District - 24-Parganas(North) out of the landed property owned and held by her by way of inheritance comprised in said R.S.Dag No.218,222 & 272 of Mouza - Atghora, by a Bengali Kobala/Deed of sale bearing date 25th April, 1988 corresponding to 12th Baisakh,1395 B.S., sold,conveyed and transferred undivided 4(Four) annas right,title and interest over the said landed proerty in favour of Omar Ali Mondal.

**AND WHEREAS** by another Bengali Kobala/Deed of sale bearing said date the said Sakina Khatoon sold,conveyed and transferred undivided another 4(Four) annas share of the said property held and owned by her comprised in said 3(Three) Dags unto and in favour of Jafar Ali Mondal.

Serial No. 7853

Sold to Simplex Land & Housing Development (P) Ltd.

of 306, Elen House

15, Gangadhar Babu Lane  
Calcutta

Calcutta Collectorate,

Treasury

Dated 20/06/2000

*[Signature]*  
Treasurer

1c	20.000
1c	1.000
1c	500
2c	200
1c	50
1c	20
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	21.770



District Sub-Registrar  
Bidar, (Sale Land City)

*[Handwritten signature]*



- 7 -

**AND WHEREAS** by another Bengali Kobala/Deed of sale bearing said date the said Sakina Khaton sold, conveyed and transferred undivided another (4(Four) annas share of the said land of said Dags in favour of Momrej Ali Mondal.

**AND WHEREAS** by another Bengali Kobala/Deed of Sale bearing said date the said ~~Sakina Khaton~~ sold, conveyed and transferred her other 4(Four) annas share of the said landed property comprised in said 3(Three) Dags unto and in favour of Kashem Ali Mondal and Imtiaz Ali Mondal both sons of Yar Ali Mondal.

**AND WHEREAS** aforesaid 4(Four) Kobalas/Deeds of Sale have duly been registered with the Additional District Sub-Registrar, Bidhan Nagar and recorded in Book No. I, Volume No. 62, Pages 285 to 308, Being No. 3056, Book No. I, Volume No. 62, Pages- 309 to 332, Being No. 3057, Book No. I, Volume No. 62, Pages 333 to 358, Being No. 3058 and Book No. I, Volume No. 62, Pages 359 to 384, Being No. 3059 for the year 1988 respectively.

**AND WHEREAS** out of the landed property recorded in R.S. Dag No. 272 under R.S. Khatian No. 523 of Mouza-Atghora, an area of land measuring .13 (Thirteen) decimals being the four annas share

Serial No. 7853  
Sold to Simplex Land & Housing Development (P) Ltd.  
of 306, Eden House  
15, Gangadhar Babu Lane,  
W-12

Calcutta Collectorate,  
Treasury

Dated 20/06/2000

  
TREASURER

Rs- 20,000/-  
1e- 1,000/-  
1e- 500/-  
1e- 200/-  
2e- 50/-  
1e- 20/-  
1e- 21,770/-



District Sub-Registrar  
Bidhanagar, Salt Lake City

11.7.00

having been claimed by Sri Dilip Kumar Biswas, Sri Sanat Kumar Biswas and Sri Pradeep Kumar Biswas sons of Late Ashutosh Biswas, resident of Hatiara, within Police Station-Rajarhat, District 24-Parganas(North), aforesaid Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal and Jafar Ali Mondal jointly by a Bengali Kobala/Deed of Sale bearing date 13th June, 1986 corresponding to 29th Jaistha, 1390 B.S., registered with the Additional District Sub-Registrar, Bidhan Nagar and recorded in book No.1, Volume No.88, Pages 203 to 212, Being No.4591 for the year 1986 purchased the said 4 (Four) annas share of said Dag from said Sri Dilip Kumar Biswas and two others.

**AND WHEREAS** by a Bengali Kobala/Deed of sale bearing date 28th June, 1988 corresponding to 13th Ashar 1395 B.S., registered at the office of Additional District Sub-Registrar, Bidhan Nagar and recorded in Book No.1, Volume No.109, Pages 343 to 367, Being No.5397 for the year 1988, the said Sakina Khatoon sold, conveyed and transferred her share in respect of said Dag No.790 of Mouza -Atghora unto and in favour of Kashem Ali Mondal and Intiaz Ali Mondal, both sons of Yar Ali Mondal.

**AND WHEREAS** the said Yarannessa Bibi, Wife of Late Manik Mondal by a Bengali Hebanama/Deed of Gift bearing date 30th June, 1988 corresponding to 15th Ashar, 1395 B.S., and registered at the office of Additional District Sub-Registrar, Bidhan Nagar and recorded in Book No.1, Volume No.114, Pages 435 to 448, Being No.5647 for the year 1988 out of the property held and owned by her besides other property, comprised in said 4 (Four) besides other property Dag Nos. 218, 222, 272 & 790 of Mouza-Atghora, gifted, conveyed and transferred half share thereof to her sons the said Omar Ali Mondal and Jafar Ali Mondal.



Sub-Registrar  
Bihar Revenue Department

**AND WHEREAS** by another Bengali Hebanama/Deed of Gift bearing said date registered at the said registration office and recorded in Book No.I, Volume No.114, Pages 449 to 462, Being No.5648 for the year 1988, the said Yarannessa Bibi gifted,conveyed and transferrred other half of her share in the said land of the said four Dags unto and in favour of her son Momrej Ali Mondal and two grand sons viz Kashem Ali Mondal and Intiaz Ali Mondal sons of Yar Ali Mondal

**AND WHEREAS** the said Rupjan Bibi (Daughter of Late Manik Mondal) wife of Abdul Bari Molla, resident of Bishnupur, within Police Station - Rajarhat, District - 24-Parganas(North) by a Bengali Kobala/Deed of Sale dated 14th February,1989 corresponding to 2nd Falgoun 1395 B.S.,registered at the office of Additional District Sub-Registrar,Bidhan Nagar and recorded in Book no.I, Volume No.25, Pages 57 to 70, Being No.1156 for the year 1989 sold,conveyed and transferred her entire share, besides other property, the said land of Dag Nos.218,222,272 & 790 of Mouza- Atghora, to Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal and Intiaz Ali Mondal.

**AND WHEREAS** by a Bengali Kobala/Deed of Sale dated 7th July 1989, corresponding to 22nd Ashar,1396 B.S., registered at the said registration office and recorded in Book No.I, Volume No.117, Pages 285 to 308, Being No.5566 for the year 1989, the said Alekjan Bibi (Daughter of Late Manik Mondal) wife of Abu Bakkar resident of Mochpole, under Police Staion-Barasat, District- 24-Parganas(North) sold,conveyed and transferred all her right,title ,interest,share in the lands of said 4 (Four) Dags in favour of said Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal and Intiaz Ali Mondal.



**District Sub-Registrar**  
Bidar, (Dist. Bidar) C.P.

AND WHEREAS the said Manujan Bibi (Daughter of Late Manik Mondal) wife of Habibar Rahaman Molla, resident of Hatiara, under Police Station - Rajarhat, District - 24-Parganas (North), by a Bengali Kobala/Deed of Sale bearing date 5th July, 1989 corresponding to 20th Ashar, 1396 B.S., registered at the aforesaid registration office and recorded in Book No.1, Volume No.115, Pages 339 to 410, Being No.5492 for the year 1989 sold all her share, right, title and interest in aforesaid 4 ( Four ) Dags in favour of said Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal and Imtiaz Ali Mondal.

AND WHEREAS by an Agreement bearing date 15th day of January, 1991, the said Yar Ali Mondal, Momrej Ali Mondal, Jafar Ali Mondal, Omar Ali Mondal, Kashem Ali Mondal and Imtiaz Ali Mondal agreed to sell, convey and transfer ALL THAT the property comprised in Dag Nos.218,222,272 & 790 of Mouza - Atghora, to the Purchaser of these presents on the terms and conditions contained therein. They also agreed to execute the Deed of Sale in respect of the aforesaid property in favour of the Purchaser by themselves and their other co-sharers viz Mariam Bibi, Nurjahan Bibi, Hingaljan Bibi, Aharjan Bibi, Kulsum Bibi, Rabia Bibi and Sokarjan Bibi. They also stated that they would firstly try to execute Deed of Transfer from their co-sharers by themselves to which the purchaser agreed, the aforesaid Aharjan Bibi, Kulsum Bibi, Rabia Bibi, Sokarjan Bibi, Nurjahan Bibi, Mariam Bibi, Hingaljan Bibi and thereafter execute the instrument of transfer in favour of the Purchaser.

AND WHEREAS in view of the above by a Bengali Kobala/Deed of Sale dated 15th March, 1991 corresponding to 30th Flagoon, 1397 B.S., registered at the said registration office and recorded in Book No.1, Volume No.38, Pages 343 to 356, Being No.2149 for the



~~Sub-Registrar~~ District Sub-Registrar  
Sidhambaram, (Taluk Laka G.O.)

year 1991 the said Mariam Bibi (Daughter of Late Manik Mondal) wife of Khalilur Molla, resident of Sasteyangachi, within Police Station-Bhangore, District - 24-Parganas(South) sold,conveyed and transferred all her share, right,title and interest in the aforesaid 4( four ) Dags to Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal and Imtiaz Ali Mondal.

AND WHEREAS by a Bengali Kobala/Deed of Sale dated 2nd August,1991 corresponding to 16th Sravan, 1398 B.S., registered at the said registration office and recorded in Book No.1, Volume No.124, Pages 67 to 78, Being No.6849 for the year 1991, the said Nurjahan Bibi (Daughter of Late Manik Mondal), wife of Alijan Molla, resident of Digberia, within Police Station -Barasat, District- 24-Parganas(North) sold,conveyed and transferred all her share ,right,title and interest in the said land of the said 4 (Four) Dag Numbers to said Momrej Ali Mondal and 4(Four) others.

AND WHEREAS by an endorsement in the said agreement date 15th January,1991 the aforesaid Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Zafar Ali Mondal, Kashem Ali Mondal and Imtiaz Ali Mondal also agreed to sell,convy and transfer alongwith the property of said 3 (Three) Dags fully described in the said agreement dated 13.01.1991. ALL THAT an area of land measuring 10 decimals comprised in Dag No.790 appertaining to R.S.Khatian No.511, at a price mentioned in the said endorsement dated 16th February,1993.

AND WHEREAS the said Hingaljan Bibi (Daughter of Late Manik Mondal), wife of Khelafat Mondal, Resident of Chandpur within Police Station - Rajarhat, District - 24-Parganas (North), by a



Registrar Sub-Registrar  
Office of the Registrar General of India

Bengali Kobala/Deed of Sale dated 15th September, 1995 corresponding to 29th Bhadra 1402 B.S., registered at the said registration office and recorded in Book No. I, Volume No. 87, Pages 11 to 22, Being No. 3935 for the year 1995 sold, conveyed and transferred all her share, right, title and interest in the said landed property of said 4 (Four) Dags in favour of said Momrej Ali Mondal and 4 (Four) others.

**AND WHEREAS** by a Bengali Kobala/Deed of Sale dated 12th September, 1996 corresponding to 26th Bhadra, 1403 B.S., registered at the said registration office, the said Rabia Khatoon (Daughter of Late Ajet Ali Mondal) wife of Mohammad Ali resident of Gazipur, within Police Station - Bhangore, District - 24-Parganas (South), sold, conveyed and transferred her entire share, right, title and interest in the aforesaid landed property of said 4 (Four) Dags in favour of said Momrej Ali Mondal, Dmar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal and Imtiaz Ali Mondal, the said deed has duly been registered at the office of Additional District Sub-Registrar, Bidhan Nagar and recorded in Book No. I, Volume No. 115, Pages 93 to 106, Being No. 4193 for the year 1999.

**AND WHEREAS** out of the total land comprised in Dag No. 210 i.e., 56 (Fifty Six) Decimals, an area of land measuring .29-1\2 (Twenty-nine Half) Decimals has been acquired by the Land Acquisition Collector, 24-Parganas (North).

**AND WHEREAS** out of the total land comprised in Dag No. 222 having a total area of .63 (Sixtythree) Decimals an area of .41 (Fortyone) Decimals has also been acquired by the said Land Acquisition Collector, 24-Parganas (North).



**AND WHEREAS** thus the Vendors and their other co-sharers i.e. Jafar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Sokarjan Bibi, Aharjan Bibi & Kulsum Bibi became the joint owners in respect of residue of land measuring .26-1/2 (Twentysix Half) Decimals comprised in Dag No.218 and .22 (Twentytwo) Decimals comprised in Dag No.222 and entire plot of land measuring 52(Fiftytwo) Decimals comprised in Dag No.272 and .10 (Ten) Decimals of land comprised in Dag No.790 i.e. a total area of 1(One) Acre 10-1/2(Ten Half) Decimals comprised in aforesaid 4(Four) Dags of Mouza-Atghora.

**AND WHEREAS** out of the said total area of land measuring 1(One) Acre 10-1/2(Ten Half) Decimals held and owned by the Vendors and their said 6(Six) co-sharers, Omar Ali Mondal, Momrej Ali Mondal, Jafar Ali Mondal having 3(Three) annas and 1/2(Half) paisa share each, ~~Yaf~~ Ali Mondal (Vendor No.1), Kashem Ali Mondal (Vendor No.2) & Imtiaz Ali Mondal (Vendor No.3) have jointly 3(Three) annas and 1/2(Half) paisa share and Sokarjan Bibi having 1 (One) anna share and Aharjan Bibi having 3(Three) Paisa share and Kulsum Bibi having 1(One) anna & 3 (Three) Paisa share in aforesaid total area of land measuring 1(One) Acre 10-1/2 (Ten Half) Decimals comprised in said Dag Nos.218,222,272 and 790 of Mouza - Atghora.

**AND WHEREAS** in view of the above the Vendors, in their total 3 (Three) annas and 1/2 (Half) paisa share become the owners in respect of a total area of land measuring .21-7/8 (Twentyone Seveeight) Decimals comprised in aforesaid 4 Dags.

**AND WHEREAS** the Vendors and their other co-sharers i.e. Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, jointly received



**District Sub-Registrar**  
Bidhanagar, Salt Lake City

from the Purchaser Company through its Directors a total sum of Rs. 20,49,200/- ( Rupees Twenty Lacs Fortynine Thousand Two Hundred Only) by Cash, Cheque & Pay-Order on different dates with effect from date of Agreement 1991 to 1998 and the Vendors and their other 6(Six) co-sharers divided the said amount amongst themselves according to their respective share, the said entire amount has been received by Momrej Ali Mondal on behalf of the Vendors and other co-sharers. Now the Vendors and their said 6 (Six) co-sharers agreed to execute Deed of Sale in respect of the said property of said 4 Dags in favour of the Purchaser either Jointly or separately.

AND WHEREAS the Vendors have jointly undivided 3(Three) annas & 1/2(Half) paisa share of the property out of total area of land measuring .26-1/2 (Twentysix Half) Decimals, .22(Twentytwo) Decimals, .52 (Fiftytwo) Decimals & .10 (Ten) Decimals comprised in Dag Nos.218,222,272 & 790 respectively.

AND WHEREAS according to the said divication of money the Vendors have received a sum of Rs.4,34,781/- (Rupees Four Lacs Thirtyfour Thousand Seven Hundred Eightyone Only) being the total price of his undivided 3 (Three) annas & 1/2(Half) paisa share in respect of the aforesaid 4 Dags admeasuring an area of land .21-7/8 (Twentyone Seveneighth) Decimals.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.4,34,781/- (Rupees Four Lacs Thirtyfour Thousand Seven Hundred Eightyone Only) well and trully paid by the Purchaser to the Vendors before the execution of these presents (out of total amount paid by the Purchaser as stated above) and that being the full and entire



Mr. Charles E. Rogers  
Salt Lake City, Utah

price of the said land ( the receipt whereof the Vendors doth hereby admit and acknowledge as per Memo of Consideration hereunder written and or and from the same and every part thereof the Vendors doth hereby acquit,release and forever discharge the said Purchaser as well as the said land hereby conveyed) the Vendors doth hereby grant,transfer, convey, sell, assure and assign to and unto the said Purchaser,their directors, successors-in-office, administrators and assigns ALL THAT piece and parcel of " Sali" Land measuring total area of .21-7/8 (Twentyone Seveventh) Decimals fully and specifically described in the Schedules hereunder written or HOWSOEVER OTHERWISE the said land and hereditaments now is or are heretofore was or were situated, butted, bounded, called, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, water, watercourses and all other former and ancient rights, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said land belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or remainders and the rents, issues and profits thereof AND all the estate, right, title, interest, claim and demand whatsoever both at law and in equity of the Vendors upon the said land and every part thereof AND all the deeds, pattahs, muniments, writings, evidences of title whatsoever relating to or concerning the said land and every part thereof which now are or may hereafter be in the custody, power, control or possession of the Vendors or any person or persons from whom the said Vendors may procure the same without any lawful action or suit TO HAVE AND TO HOLD the said land and hereditaments so to be unto the said Purchaser absolutely forever



DIST. District Sub-Registrar  
Bijnor, (Salt Lake City)

free all encumbrances and the Vendors doth hereby covenant with the Purchaser that notwithstanding any act, thing, deed matters whatsoever made, done, executed or knowingly suffered to the contrary the Vendors now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said land hereby sold or expressed or intended so to be unto and to the use of the said Purchaser in manner aforesaid and deliver vacant and peaceful khas possession thereof simultaneously with the execution of these presents **AND** that the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said land or every part thereof on payment of rents to the Collector, 24-Parganas (North) for the State of West Bengal and Taxes to the Rajarhat, Gopalpur Municipality and Municipal Authorities concerned and received the rents issues in and profits thereof without any lawful eviction, interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of their predecessor-in-title and that free and clear, freely and clearly and absolutely acquitted, exonerated, discharged, saved harmless and keep the Purchaser indemnified from or against all charges, estates, encumbrances created by the Vendors or any of their predecessors-in-title and that free from all encumbrance whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

**FURTHER** the Vendors and all persons having lawfully or equitably claiming any estate or interest upon the said land or any part thereof from under or in trust for the Vendors shall and will from time to time or at all times hereafter at the costs and request of the Purchaser do and execute or cause to be done and executed all such acts deeds things and matters whatsoever for

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further and more perfectly assuring and conveying the said land 'to' and unto the Purchaser as shall or may be reasonably required.

The Vendors also declare that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendens or any attachment whatsoever. There is no case, suit or proceeding pending before any Court of Law against the said land. The Vendors sold the said land while having good, clear and marketable title therein and free from all encumbrances and delivered vacant and khas possession of the said land to the Purchaser.

If any of the statements or covenants made hereinbefore by the Vendors is found to be false, untrue or any defect in title is detected hereafter the Vendors and their heirs, successor and assigns shall and will be liable for the same.

If any error or omission is found to have taken place in this Deed in future the Vendors shall at the costs and request of the Purchaser do and execute or cause to be done and executed any Supplementary Deed or Deed of Rectification/Declaration in favour of the Purchaser, their directors, successors-in-office, administrators and assigns.

The vendors hereby further declare that in the event the property hereby conveyed and described in the 4 (Four) Schedules hereunder written are wholly or partly requisitioned or acquisitioned by the Government or any other Authority concerned the Vendors and their heirs, successors and assigns shall and will have no right to claim or demand for any compensation in that regard and the



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Purchaser herein named will have sole authority for compensation. Be it further mentioned herein that if the Government out of the land comprised in Dag Nos.218,222, releases any part or portion of the said acquisitioned land, in that even the Purchaser shall and will hold and owned the said released property and the Vendors and their heirs, successors and assigns shall and will have no claim, right, title and interest upon the said released area of land and if necessary the Vendors, their heirs, successors and assigns shall and will execute necessary conveyance in respect of the said land in favour of the Purchaser without demanding and or claiming any sort of money.

**SCHEDULES ABOVE REFERRED TO**

1. ALL THAT piece & parcel of "Sali" Land having Rayat Dakhali Satta measuring .5-1/4 (Five One-fourth) Decimals, be the same or a little more or less being the undivided jointly having 3 (Three) annas & 1/2 (Half) paisa share out of a total area of .26 1/2 (Twenty-six Half) decimals lying and situate within the district of 24-Parganas (North), Police Station - Rajarhat, Sub-Registration Office at Bidhan Nagar, Collectorate Touzi No.172, Pargana-Kalikata, Revenue Survey No.133, J.L.No.10, Mouza-Aghora, comprised in Dag No.218 (Two Hundred Eighteen) appertaining to R.S.Khatian No.343. The name of Vendor No.1 has since been recorded in the same Dag number under Krishi Khatian No.217, total area of land recorded in R.S.Khatian No.343 being 1.79 Decimals, total rent for the said entire land being Rs.13.50 (Rupees Thirteen And Fifty Paisa). Proportionate rent being Rs.0.41 (Fortyone Paisa) payable to the Collector, 24-Parganas (North) for the State of West Bengal. The said total area of land



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measuring .26-1/2 (Twentysix Half) Decimals of the said Dag is butted and bounded by

On the North - Part of Dag No.218

On the South - Dag Nos.217 & 233.

On the East - Dag No.227.

On the West - Dag No.219.

2. ALL THAT piece & parcel of "Sali" Land having Rayat Dakhali Satta measuring .4-1/2 (Four Half) Decimals be the same or a little more or less being the undivided jointly having 3(Three) annas and 1/2(half) paisa share (out of total area of land .22 Decimals) lying and situate within the district of 24-Parganas (North), Police Station - Rajarhat, Sub-Registration Office at Bidhan Nagar, Collectorate Touzi No.172, Pargana-Kalikata, Revenue Survey No.133, J.L.No.10, Mouza-~~Ab~~ghora, comprised in R.S.Dag No.222 (Two Hundred Twentytwo) appertaining to R.S.Khatian No.288/1 the name of Vendor No.1 has since been recorded the same Dag Number under Krishi Khatian No.217, total area of land recorded in aforesaid R.S.Khatian number being 1.22 Decimals, rent not yet fixed. The said total area of land measuring 0.22 Decimals is butted and bounded by

On the North - Dag Nos.273,269,268 & 267.

On the South - New Township Road.

On the East - Dag No.267.

On the West - Dag No.221.

3. ALL THAT Piece and parcel of "Sali" Land having Rayat Dakhali Satta measuring 10-1/8 (Ten Oneeighth) be the same or a little more or less, being the undivided jointly having 3(Three) annas & 1/2(Half) paisa share (out of a total area of land measuring .52 (Fiftytwo) Decimals) lying and situate within the



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district of 24-Parganas (North), Police Station - Rajarhat, Sub-Registration Office at Bidhan Nagar, Collectorate Touzi No.172, Pargana-Kalikata, Revenue Survey No.133, J.L.No.10, Mouza-Atghora, comprised in R.S.Dag No.272 appertaining to R.S. Khatian No.523, the name of the Vendor No.1 has since been recorded in the same Dag Number under Krishi Khatian No.217, total area of land recorded in aforesaid R.S.Khatian No. being 2.43 Decimals, total rent for the said entire land being Rs.9/- & 1 anna (Rupees Nine and One Anna Only). Proportionate rent being Rs.0.38 (Thirtyeight Paisa) only payable to the Collector, 24-Parganas (North) for the State of West Bengal. The total area of land measuring .52 Decimals is butted and bounded by

On the North - Dag Nos.300 & 271.

On the South - Dag No.222.

On the East - Dag Nos.269 & 271.

On the West - Dag No.273.

4. ALL THAT piece and parcel of "Sali" Land having Rayat Dakhali Satta measuring .2(Two) Deciamls be the same or a little more or less being the undivided jointly having 3(Three) annas & 1/2(half) share [out of a total area of land measuring .10 (Ten) Decimals] lying and situate within the district of 24-Parganas (North), Police Station - Rajarhat, Sub-Registration Office at Bidhan Nagar, Collectorate Touzi No.172, Pargana-Kalikata, Revenue Survey No.133, J.L.No.10, Mouza-Atghora, comprised in R.S.Dag No.790 (Seven Hundred Ninety) appertaining to R.S. Khatian No.511, the name of the Vendor No.1 has since been recorded in the same Dag Number under Krishi Khatian No.217, rent



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not yet fixed .The total area of land measuring .10 Decimals is butted and bounded by

On the North - Dag No.780.

On the South - Dag Nos.265,266 & 267.

On the East - Dag No.791.

On the West - Dag Nos.790 & 889.

Total area of land under the above 4(Four) Schedules are delineated in the Map or Plan annexed hereto and depicted by Red Border Lines therein. The total area of land hereby sold, conveyed and assigned in aforesaid 4(Four)Schedules being.21-7/8 (Twentyone Seveineighth) Decimals.

IN WITNESS WHEREOF the Vendors set and subscribed their signature to these presents on the Day, Month and Year first above written.

(Md. Kasim Ali Mondal Indraj Ali Mondal)  
Md. Kasim Ali Mondal

Indraj Ali Mondal

VENDOR

Both for self and constituted  
Attorneys for Yax Ali Mondal

SIGNED, SEALED AND  
DELIVERED

At Calcutta.

In the Presence of

1. Himangshu Chatterjee  
15, Gangadhar Babu Lane,  
Room No. 306, 3rd Floor,  
Calcutta - 700012.
2. Late Sushra Roy  
Hatorea Nayakara  
Cal 59



Sub-Registrar, Biharhara Salt Lake, Bihar  
Biharhara Salt Lake, Bihar

MEMO OF CONSIDERATION  
=====

RECEIVED from the withinnamed Purchaser, within mention sum of  
Rs. 4,34,781/- (Rupees Four Lacs Thirtyfour Thousand Seven  
Hundred Eightyone Only).

(Md. Kasim Ali Mondal Juntigj Ali Mondal)  
Md. Kasim Ali Mondal

Juntigj Ali Mondal  
VENDOR

Both for self and as constituted  
Attorneys for yar Ali Mondal

WITNESS:

1. Himangshu Chatterjee
2. Rabi Saha Ray

Read over and explained  
the contents of this about  
to the vendor in presence  
(Chatterjee)  
Himangshu Chatterjee

Drafted by me  
Sensil Kumar Saha  
Advocate Alipore  
Regn No. W/B- 589/1970

Computer Print by  
Signature :- Ghosh  
Name :- ALOKE GHOSH  
Address :- Janai Ghoshpara,  
Dist. Hooghly,  
PIN - 712 304.

