

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

P 466809

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

DEED OF SALE

THIS DEED OF SALE made on this 22 nd day of July 2013

Addl. Destrict Sub-Registrar Bidhannegar, (Ban Lans City)

BETWEEN:

2 4 JUL 2013

Sm. SARBANI PAL wife of Sri. Soumitra Pal an Indian Hindu landholder of 98, Sarat Chatterjee Road, Kolkata-700089, P.S. Salt Lake, Bidhan Nagar (East) District-24 Parganas, South hereinafter referred to as the <u>Vendor</u> (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the First Part

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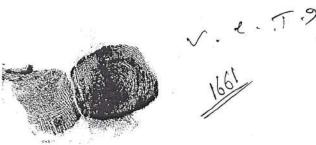
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M/s BRL ESTATES (P) LTD.

Harry Charles Director



Sarbeni Pal.



Addl. District Sub-Registrar Bidhannegar, (Salt Lake City)

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P. T. 0

MESSERS. BRL ESTATES PVT. LTD., (HAVING PAN NO. AADCB9248D) a company incorporated under the companies Act 1956 having its registered office at 493 B, G.T. Road, BJM Industries Compound, Warehouse M6 Howrah-711102 and represented by its Director Manoj Khemka (having its PAN No. AEVPK7609E), son of Late Shyam Sunder Khemka, age 44, a Hindu businessman of Space Town Housing Complex, V.I.P Road, Block 1, Flat - 5A, Tegharia, Kolkata-700052 pursuant to the relevant resolution of its Borad of Directors and the said company is hereinafter referred to as the Purchaser (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-interest, legal representatives, transferees and assigns) of the Second Part

#### AND

MESSERS. SHELTER PROJECTS LIMITED (HAVING PAN NO AAECS5229C) a company incorporated under the companies Act 1956 having its registered office at BA-2, Sector-I Salt Lake City, Kolkata-700064, P.S. Bidhan Nagar District – 24 Parganas North represented by its Director Samar Nag pursuant to the relevant resolution of its board of Directors and the said company is hereinafter referred to as the Confirming Party (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-interest, legal representatives and transferees of the said company) of the Third Part

WHEREAS by virtue of a deed of conveyance dated 14.07.75 and registered in the office of the Sub-Registrar at Cossipore Dumdum in Book I Volume 123 at pages 140 to 146 being No. 6850 for the year 1975 one Ashok Kumar Ghosh purchased for a consideration therein mentioned the properties which were particularly described in the Schedule of the said conveyance and by virtue of such purchase as became and exercised all right of absolute ownership in respect thereof without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS by a deed of conveyance dated 22.7.88 the said Ashok Kumar Ghosh sold for a consideration therein mentioned a portion of the said property purchased by him as afore recited to the Vendor herein for a consideration therein mentioned as per plan annexed to the said conveyance dated 22.7.88 and forming an integral part thereof and pursuant to such purchase the vendor has been actual physical possession of the said property

Heasens Shelten projects Limited

(AMARNAG)



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Late Cantosh Wallick
CB-63, Calt-Lake
Not-64
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Audi. Quetrict Sub-Registrar Bishannegar, (Sam Lette City)

having an area of as is delineated in red border in the map or plan annexed to the said conveyance dated 22.7.88 and the Vendor exercised all right of ownership in respect thereof without any let hindrance claim question or demand being raised by anybody and the name of the Vendor appears as owner of the said property in the latest finally published L.R. record of rights

AND WHEREAS the owner had entered into an agreement for sale dated 23.05.1990 with one M/S Shelter Properties Developer Limited whereby she agreed to sell the property purchased by her through the said conveyance dated 22.7.88 on the terms and conditions mentioned in the said agreement but the final conveyance pursuant to the said agreement for sale conveying the said property to the Said Company or anyone else has not been executed and the Vendor has retained her possession and exercised right of ownership in respect of the said property notwithstanding the said agreement for sale and notwithstanding that the Said Company paid earnest money to the Vendor and the Vendor has had her name recorded in the finally published L.R. Record of Rights.

AND WHEREAS the said M/S Shelter Properties Developer Limited has subsequently by the order dated 06.05.1996 of the Company Law Board changed its name to the Confirming Party herein and all the rights of the Said Company now stands vested in the Confirming Party.

AND WHEREAS the Vendor declared her intention to sell the said property purchased by her through the said conveyance dated 22.7.88 as afore recited and the purchaser on coming to know of such intention of the Vendor has come forward the same and the same is more particularly described in the schedule below and delineated in red border in the map or plan annexed hereto which forms an integral part of this instrument such that the description in the map or plan shall have precedence and/or over-riding effect and the said property being sold through this conveyance is hereinafter referred to as the property conveyed

AND WHEREAS the Confirming party has been fully apprised of the negotiations between the vendor and the purchaser and the Confirming party has fully agreed that the Vendor should sell the property conveyed to the Purchaser and has also agreed to join this conveyance for ratifying such sale



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Bidhanneger, (Batt Lans City)

AND WHEREAS the Vendor has represented to the Purchaser that the property conveyed is totally free from all encumbrances and pursuant to the agreement and ratification of the Confirming Party the Vendor has good right full power and absolute authority to sell the property conveyed which the Vendor has represented to be totally free from all encumbrances whatsoever and that she has good right full power and absolute authority to sell the same

AND WHEREAS the parties have agreed that a sum of Rs. 1,25,45,455/- Is the fair and reasonable market price of the property conveyed which has an area 8 cottahs 7 chittaks 34.03 square feet is being taken by the Confirming Party as referred of its earnest money with interest and damages

NOW THIS INDENTURE WITNESSETH that at and for the consolidated consideration of Rs. 1,25,45,455/- (Rupees One crore Twenty Five lacs Forty Five Thousand Four hundred Fifty Five) only duly paid the Purchaser to the Vendor and to the Confirming Party at the request of the Vendor (the receipt whereof the Vendor and the Confirming Party on behalf of the Vendor doth hereby as also by the Memo of Consideration appearing at the foot hereof fully admit and acknowledge and release and acquit the Purchaser as also the property conveyed and every part thereof of and from the same) the Vendor doth hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE Unto the Purchaser (and the Confirming Party doth hereby fully ratify and confirm such SALE, CONVEYANCE, GRANT, ASSIGNMENT and ASSURANCE) all that the property conveyed which is more particularly and fully described in the Schedule hereunder and delineated in Red border in the map or plan annexed to this Deed and forming an integral part of the same such the description in the map or plan shall have precedence and/or an over riding effect Together with all hereditaments and premises that are part and parcel thereof and Together with all right, lights, liberties, easements, previledges, appendages rights of free egrees and ingress all and all other rights belonging thereunto and/or reputed so to belong AND Together with all rents, issues, profits and usufructs therefrom And Together with all documents and muniments of title relating exclusively to the property conveyed including the original of the purchase Deed of the Vendor and the original of the Agreement between the Vendor and the Confirming Party both afore recited for the Purchaser TO HAVE AND TO HOLD the property conveyed free from all encumbrances absolutely and forever AND the Vendor as well as the Confirming Party doth hereby jointly covenant with the Purchaser that notwithstanding any act Deed of thing done by the Vendor or the predeceasor-in-interest of the Vendor or in trust or in equally or knowingly suffered to the contrary the Vendor has in



Addl. District Sub-Registrar Bidhannagar, (Sait Lans City)

the circumstances afore recited good right full power and absolute authority to sell the property conveyed to the Purchaser and that the title being conveyed by the Vendor or that which is being obtained by the Purchaser does not suffer from any latent or patent defect of title or clog on title and there is no impediment or bar under any law statue contract or notification preventing the Vendor from absolutely selling the property conveyed to the Purchaser and nothing shall alter, destroy or make void the absolute title of ownership being obtained by the Purchaser in the property in the property conveyed by this instrument and the Vendor and the Confirming Party doth hereby jointly further covenant with the Purchaser that the property conveyed and every part thereof is totally free from encumbrances whatsoever and the Vendor as well as the Confirming Party keeps the Purchaser fully harmless and indemnified in this behalf AND the Vendor as well as the Confirming Party doth hereby further covenant with the Purchaser that the property conveyed and every thereof is NOT subject to any charge lien, lispendence life interest, Trust, Debuttar, Wakf, attachment, requisition, acquisition, Scheme or alignment whatsoever and the Purchaser shall be fully entitled at all time in future to absolutely own, posses, enjoy and exploit the property conveyed without any let hindrance, claim, question or demand being raised by the Vendor or the Confirming Party or any person claiming through by or under authority from them or either of them or in Trust or in equity AND the Vendor and the Confirming Party doth hereby further covenant with the Purchaser that full vacant possession of the entirety of the property conveyed has been delivered to the Purchaser who shall be entitled to retain possession thereof AND the Vendor and the Confirming Party doth hereby further covenant to the Purchaser that the land rent, municipal tax and all other outgoings in respect of the property conveyed has been paid or shall be paid by the Vendor till the date of this instrument and thereafter the same shall be paid by the Purchaser AND the Vendor and the Confirming Party doth further covenant with the Purchaser that at the cost and request of the Purchaser they shall both be obliged to do all and every act also sign execute and register if necessary all documents, Deeds and papers for more perfectly assuring the title of the Purchaser in the property conveyed and also produce all documents deeds and papers relating to the property conveyed that are being retained by the Vendor or the Confirming Party.

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of SALI LAND raiset occupancy measuring 14 Dec. corresponding to 8 cottahs 7 chhitaks 34.03 Sq.Ft. being a portion of C.S. plot nos. 7081 & 7082 being R.S. plot no. 4281(9 Dec.) & 4282(5 Dec.) in L.R Khaitan no. 3030/8 Touzi no. 1372, J.L. No. 2, Mouza Gopalpore, Block Rajarhat, P.S- Airport (previously Rajarhat), Dist. 24 Parganas (North) on rajarhat road (salua to Gopalpur) within ward no. 5 of Rajarhat



addi. Obstrict Sub-Registrer Bidhenneger. (Balk Lane City)

Gopalpore Municiaplity ADSR Bidhannagar butted and bounded on the North by Highway, on the East by R.S dag nos. 4283 & 4284 on the west by Dag no. 4279 and on the South by R.S. dag no. 4280 and delineated in RED border in the map or plan annexed hereto and forming an integral part of this deed such that the description in the map or plan shall have precedence and/or an overriding effect.



Addl. Obstrict Sub-Registration City)

### MEMO OF CONSIDERATION

Paid by the purchaser to the Vendor and Confirming Party at the request of the vendor the full consideration amount of Rs 1,25,45,455/-

(Rupees One crore Twenty Five lacs Forty Five Thousand Four hundred Fifty Five) only

Date

Cheque/Draft No.

Bank

Amount

20.07.2013

209483

ICICI Bank

Rs. 1,24,20,000/-

TDS

Rs. 1,25,455/-

Total

Rs. 1,25,45,455/-

(Rupees One crore Twenty Five lacs Forty Five Thousand Four hundred Fifty Five)

WITNESS:

SM. SARBANI PAL

1. SISIR MALLICA CB-63, Salt-Kerke act-64.

VENDOR PAN WO BPS PP 9086 H

2. Soman Mmdal.

M/S SHELTER PROJECTS LTD.

by the pen of its Director

CONFIRMING PARTY



Addl. District Sub-Registrar Bidhannagar, (Salt Lake City)

IN WITNESS WHEREOF the parties herein doth sign and execute this deed on the day month and year first above written.

SIGNED, SEALED and DELIVERED

By the parties at Kolkata in

the presence of:

WITNESSES:

1. Chich CB-63, Salt Lake SM. SARBANI PAL

Sarbeni Pal.
VENDOR

2. Suman Mondal 6(& D.P JM Road burdge Rudge. by the pen of its Director

CONFIRMING PARTY

M/s BRL ESTATES (P) LTD.

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**PURCHASER** 

Drafted by

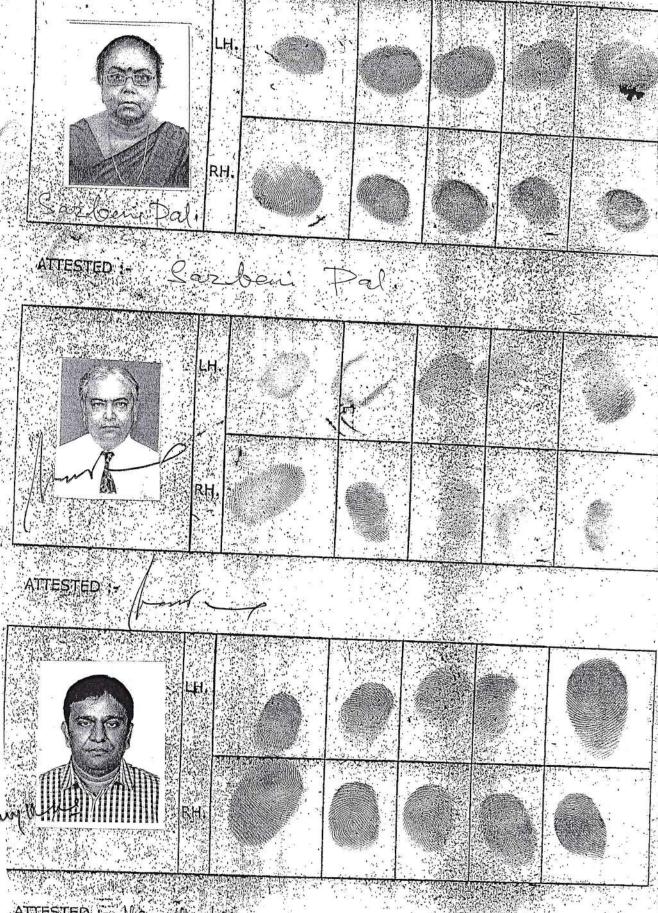
S.K.Mallick (Advocate)

S.K.Mallick (Advocate) 8/2, K.S.Roy Road Kolkata – 700 001

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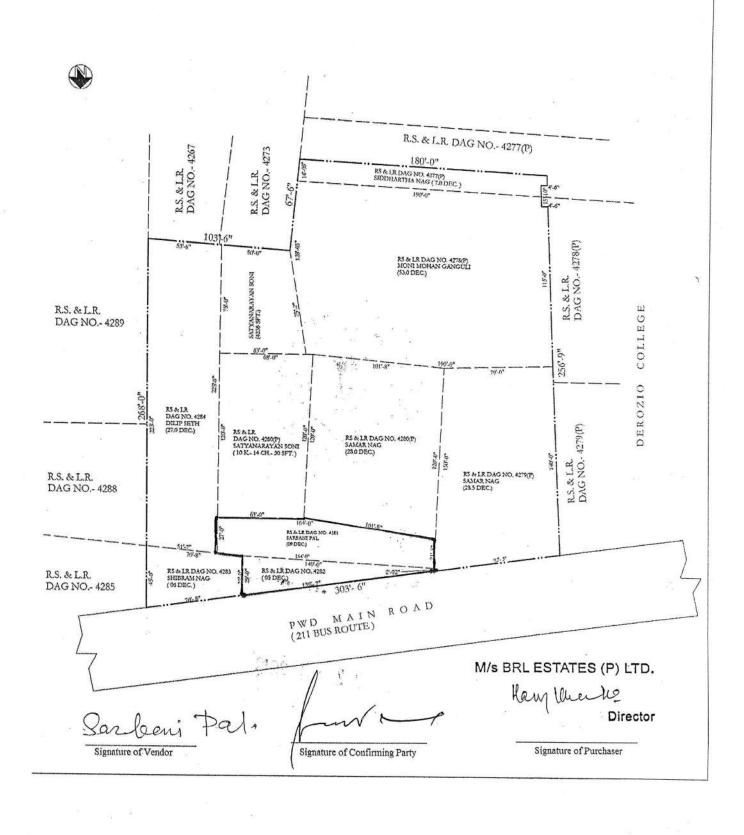
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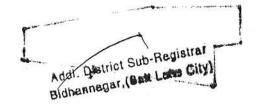
Addl. District Sub-Registrar Bidhannagar, (Sale Lains City)

SITE PLAN (NOT TO SCALE) OVER R.S. & L.R. DAG NOS. 4277(P), 4278(P), 4279(P), 4280, 4281, 4282, 4283 & 4284, L.R.KHATIAN NOS. 2124, 3030/8, 3153/2, 2983/1, 2811/1, 3006/1 &2891/1 AT MOUZA- GOPALPUR, J.L NO. 2(SHEET NO. 4) FORMERLY P.S:-RAJARHAT, AT PRESENT- AIRPORT, WARD NO. 5, WITHIN THE LIMITS OF RAJARHAT GOPALPUR MUNICIPALITY, DIST. NORTH 24- PARGANAS. TOTAL AREA 115 KH. 08 CH. 39 SFT (MORE OR LESS)

AREA CONVEYED BRL ESTATES PVT. LTD. 14 DECIMAL CORRESPONDING TO 8 KH. 7 CH. 34.03 SFT AREA CONVEYED SHOWN IN RED BORDER







2 2 JUL 2013

M/s BRL ESTATES (P) LTD.

Director



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

Endorsement For Deed Number : I - 02298 of 2013 (Serial No. 02402 of 2013 and Query No. 1504L000004460 of 2013)

#### On 22/07/2013

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

Presented for registration at 18.50 hrs on :22/07/2013, at the Private residence by Manoj Khemka, Claimant.

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

Execution is admitted on 22/07/2013 by

- Sarbani Pal, wife of Soumitra Pal, 98, Sarat Chatterjee Rd., Kolkata, Thana:-Bidhannagar East, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700089, By Caste Hindu, By Profession:
- Samar Nag
   Director, M/s. Shelter Projects Ltd., B A-2, Sec- I, Salt Lake City, Kolkata, Thana:-Bidhan Nagar, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700064.
   , By Profession: Business
- Manoj Khemka
   Director, M/s. B R L Estates Pvt. Ltd., 493, G. T. Rd., District:-Howrah, WEST BENGAL, India, Pin:-711102.
   , By Profession: Business

Identified By Sisir Mallick, son of Lt. Santosh Mallick, C B-63, Salt Lake, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700064, By Caste: Hindu, By Profession: Service.

( Saikat Patra ) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 23/07/2013

#### 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.-1,25,45,455/-

Certified that the required stamp duty of this document is Rs.- 878203 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Saikat Patra)
ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 24/07/2013

#### Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West/Bergal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4, 53 of Indian Stamp Act 1899 also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs 10/2

Addi. Desinct Sub-Registrar Bidhannagar, (Satt Lano City)

( Saikat Patra )

ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 2

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

Endorsement For Deed Number : I - 02298 of 2013 (Serial No. 02402 of 2013 and Query No. 1504L000004460 of 2013)

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 2,76,004/- paid online on 24/07/2013 12:50PM with Govt. Ref. No. 192013140002398521 on 24/07/2013 12:32PM, Bank: AXIS Bank, Bank Ref. No. 9774259 on 24/07/2013 12:50PM, Head of Account: 0030-03-104-001-16, Query No:1504L000004460/2013

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 8,78,203/- paid online on 24/07/2013 12:50PM with Govt. Ref. No. 192013140002398521 on 24/07/2013 12:32PM, Bank: AXIS Bank, Bank Ref. No. 9774259 on 24/07/2013 12:50PM, Head of Account: 0030-02-103-003-02, Query No:1504L000004460/2013

( Saikat Patra ) ADDITIONAL DISTRICT SUB-REGISTRAR



Addi. Datrict Sub-Registrar Bidhannagar, (Saft Lane City) Salkat Patra)

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

Registered in Book - I CD Volume number 7 Page from 2284 to 2298 being No 02298 for the year 2013.



(Saikat Patra) 24-July-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR West Bengal