

98 2 22-6.10 D.B. Loy Cody sigh come course ভেন্ডার - সব্যসাচী থেব সোনারপুর - এ. ডি. এস. আরু. Soumen Mikheyer. v. ct. D.N. 977 Sownen Mukhenjee. Tayanta Hukherin Bienafie ahosh Comehordrapis (3) Addl. Dist. Sub-Registres Sonamom. South 14 Post. 24 JUN 900

(1) SRI SOUMEN MUKHERJEE, Son of Sri Harendra Nath Mukherjee, (2) SRI JAYANTA MUKHERJEE, Son of Birendra Nath Mukherjee, both are by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at P.O-Garia, P.S. Sonarpur, 24 Parganas(South), hereinafter referred to as the "VENDOR" (which term or expression shall unless

excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, representatives and assigns) of the "FIRST PART"

- A N D -

PITRASHISH ENCLAVES PVT. LTD., a Limited Company incorporated under the Companies Act, 1956 having its registered office at Block GA-126, Rajdanga Main Road, P.S. Kasba, Kolkata-700107, represented by SRI NISHANT PRAKASH, son of Late Ram Prakash, residing at UV-14/04A, 1050/1, Survey Park, Kolkata-700075, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, representatives, assigns and successors in office) of the "SECOND PART".

WHEREAS one SMT. ASHALATA GHOSH, wife of Late Dhnanjay Ghosh being the owner of a range of land including ALL THAT piece and parcel of land measuring 5(Five) Cottahas 14(Fourteen) he the same a little more or less comprised of and contained in Mouza-Ramchandrapur, J.L.No.58, R.S.No.228, Touzi No.114, R.S. Khatian No.617, khanda Khatian No.867, 893, 895, 897, R.S. Dag No. 591, L.R.Khatian No.423, L.R.Dag No.677, land merasuring 5 cottahas 5 chittaks out of 16 decimals and R.S. Khatian No.284, khanda Khatian No.960, R.S. Dag No. 592, L.R.Khatian No.423, L.R.Dag No.678, land merasuring 9 chittaks out of 50 decimals, altogether total land measuring 5 cottahas 14 Chittaks, being Scheme Block No.A, under P.S. Sonarpur in the District of South 24 Parganas and the said owner, seized and possessed of the said land free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues,

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attachments, lispendens, charges, acquisitions and requisitions whatsoever and howsoever without any objection whatever from any person whomsoever, manner and corner whatsoever and howsoever and the said owner sold, transferred and conveyed the said landed property to and in favour of (1) SRI SOUMEN MUKHERJEE (2) SRI JAYANTA MUKHERJEE, by an Indenture duly registered on 02.01.2007 at the Office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No. I, CD Volume No.19, Pages 5033 to 5050, Being No.07371 for the year 2010.

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AND WHEREAS after such purchase the said (1) SRI SOUMEN MUKHERJEE (2) SRI JAYANTA MUKHERJEE, the Vendors herein have become the sole and absolute owner AND in possession of ALL. THAT piece and parcel of land measuring 5(Five) Cottahas 14(Fourteen) be the same a little more or less comprised of and contained in Mouza-Ramchandrapur, J.L.No.58, R.S.No.228, Touzi No.114, R.S. Khatian No.617, khanda khatian No.867, 893, 895, 897, R.S. Dag No. 591 & 592, L.R.Khatian No.423, L.R.Dag No.677 & 678, being Scheme Block No.A, uunder P.S. Sonarpur in the District of South 24 Parganas and the said owner, seized and possessed of the said land free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendens, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever.

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AND WHEREAS the Vendor herein, having become the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled, in the manner aforesaid, being in financial need approached the Purchaser herein with an offer to sell, transfer and convey ALL THAT piece and parcel of land measuring 5(Five) Cottahas 14(Fourteen) be the same a little more or less comprised of and contained in Mouza-Ramchandrapur, J.L.No.58, R.S.No.228, Touzi No.114, R.S. Khatian No.617, khanda khatian No.867, 893, 895, 897, R.S. Dag No. 591 & 592, L.R.Khatian No.423, L.R.Dag No.677 & 678,

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being Scheme Block No.A, uunder P.S. Sonarpur in the District of South 24 Parganas and the said owner, seized and possessed of the said land free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendens, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever at of for a consolidated consideration of Rs.7,00,000.00 (Rupees Seven Lac) only being the full and final consideration at the highest offer payable to the Vendor.

AND WHEREAS the Vendor herein hereby declare that the Vendor is the sole and absolute owner of the said premises and have good, clear and marketable title thereto and are holding the said premises free from all charges and encumbrances whatsoever and howsoever and the Vendor herein hereby declare that there are no Bargadar/s with respect to the said premises and the Vendor further declare that the said premises have not been previously leased, mortgaged sold or in any way transferred by the Vendor and that there is no charge, lien, lispendens or any attachment whatsoever on the said premises and that there is no case, suit or proceeding pending before any court of law relating to or against the said premises and that there is no acquisition and/ or requisition by the State Land Reforms Department and/ or any other statutory body related to the said premises and there is no attachment either by Income Tax Authorities or by any Authority or person or persons against secured debt or loan against the said premises and the Vendor have got full right, title and authority to sell and dispose of the said premises.

AND WHEREAS the Purchaser herein on the representations and declarations of the Vendor herein that the said premises are free from all encumbrances, charges, demands and defects whatsoever and howsoever agreed to purchase the said premises at or for a consolidated consideration of Rs.7,00,000.00 (Rupees Seven Lac) only.

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NOW THIS DEED OF SALE WITNESSETH that in pursuance to the said agreement and in consideration of the said sum of Rs.7,00,000.00 (Rupees Seven Lac) only well and truly paid to the VENDOR by the PURCHASER herein at or before the execution of these presents the receipt whereof the VENDOR doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof the VENDOR hereby acquit, release, exonerate and forever discharge the PURCHASER as well as the said premises AND the VENDOR doth hereby by these presents grant, transfer, sell, convey, assigns and assure unto and to the use of the said PURCHASER free from all encumbrances, charges, liens, lispendens, mortgages, debts, demands, claims, adverse claims, attachments, hindrances, acquisitions, requisitions and all other defects whatsoever and howsoever ALL THAT the said premises, piece or parcel of land and hereditaments TOGETHER WITH all liberties, privileges and all rights of ingress and egress and easement rights connected thereto and also all rights of ingress and egress and all easement rights and rights of common facilities and services in and over the adjacent road HOWSOEVER OTHERWISE the said premises. land hereditaments are or were butted, bounded, called, known, numbered, described or distinguished AND TOGETHER WITH all the erections. fixtures, courts, court yards, areas, ways, sewers, drains, ditches, hedges, bushes, paths, passages, common fences or boundary walls, water, water courses, trees, lights, rights, liberties, benefits, easements, privileges, advantages, appendages and appurtenances whatsoever belonging thereto or in any way appertaining thereto or with the same or any part thereof or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto AND all the reversion or reversions, remainder or remainders and the rents issues and profits thereto AND all the estate, right, title, interest, use, claim and demand whatsoever of the said VENDOR into over and upon the said premises, land and hereditaments or any and every part thereof AND TOGETHER WITH all the deeds, pattahs, muniments, writings, evidences of title whatsoever relating to or concerning the said



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premises and every part thereof which now are or hereafter may be in the custody, power, control or possession of the VENOOR or any person or persons from whom the said VENDOR may procure the same AND also together with the right of the said PURCHASER herein and its successor or successors in interest to pass and re-pass with or without vehicles, horses, cows and other animals, friends and invitees over and along the adjacent paths, ways, common passages and roads AND TO ENTER INTO AND TO HAVE HOLD OWN BUILD UNDER OVER AND UPON POSSESS AND ENJOY the said premises and every part thereof together with all rights, privileges and appurtenances thereto and hereditaments so to be unto and to the use of the said PURCHASER absolutely and forever free from all encumbrances and the PURCHASER being the absolute owner shall have all rights to sell, transfer, build under, over and upon the said premises and land, mortgage, lease or otherwise alienate and encumber the said premises, land and hereditaments hereby conveyed without any interference of the VENDOR or any other person or persons AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER that not withstanding any acts, deeds, matters or things whatsoever done, made, executed or knowingly suffered to the contrary by the said VENDOR, the VENOOR now have in themselves good right, full power, absolute authority and indefeasible title to grant, transfer, sell, convey, assign the said premises, land, hereditaments hereby granted, transferred, sold, conveyed, assigned or expressed or intended so to be unto and to the use of the said PURCHASER in the manner aforesaid AND the VENDOR doth hereby deliver the vacant. undisputed and peaceful possession of the said premises, land and hereditaments to the PURCHASER simultaneously with the execution of these presents AND the PURCHASER SHALL and may at all times hereafter peaceably and quietly along with its executors. representatives, administrators, assigns and successors enter upon. hold, build under, over and upon, possess and enjoy the said premises. land and hereditaments and any and every part thereof and pay the rents and taxes to the appropriate authorities and shall get its name mutated in the land records of the appropriate authorities and get

property of the property of the party of the THE PARTY OF THE P THE RESIDENCE OF THE PARTY OF T Registro Name 28 Maying ub Registrar, THE PARTY AND ADDRESS. Gorarpur, South, a later of the second and letter AND DESCRIPTION OF THE PARTY. THE RESIDENCE Dad. Sub-Registres JUN 20

building plan/ plans sanctioned from the appropriate authorities and receive the rents issues and profits thereof without any lawful eviction. interruption, claims and demands of whatsoever manner or nature from or by the said VENDOR or any person or persons lawfully or equitably claiming from under or in trust for the VENDOR or any of their predecessors-in-title AND the Vendors shall pay all khazna dues, rates. taxes, land revenue and all other outgoings whatsoever to the appropriate authorities upto the date of registration of this Deed AND that free and clear and freely and clearly and absolutely acquitted. exonerated, discharged, saved and released or otherwise by and at the costs and expenses of the VENDOR keep the PURCHASER herein harmless and indemnified from and against all manner of claims, demands, liens, debts, attachments, mortgages, lispendens, charges and encumbrances of whatsoever and howsoever manner or nature created, made, done, occasioned or suffered by the Vendor or any of their predecessors-in-title or by any person or persons having lawfully or equitably claiming any estate or interest whatsoever in the said premises, land and hereditaments or any part thereof from under or in trust for the VENDOR AND the VENDOR shall keep the PURCHASER and its successors and/ or assigns further indemnified against any losses, damages and charges sustained by the PURCHASER on account of any action of the Authorities towards acquisition and requisition of the said premises, land and hereditaments for whatsoever reasons AND the VENDOR shall and will from time to time and at all times hereafter at the request of the PURCHASER do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said premises, land and hereditaments and every part thereof and the rights of use and enjoyment attributable thereto to and unto the said PURCHASER in the manner aforesaid and as shall or may be reasonably required AND the said VENDOR doth hereby further covenant with the PURCHASER to execute any Deed/ Deeds and writings for manifesting, defending and proving the absolute right, title and interest of the PURCHASER to the said premises, land and hereditaments hereby granted, transferred, sold, conveyed and



Sonarpore, South 24 Pos

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assigned or expressed or intended so to be or any and every part thereof AND the VENOOR including his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the PURCHASER its successors and assigns against any and all losses, damages, costs, charges and expenses suffered by reasons of any defect in the title of the VENDOR or any breach of covenants herein contained.

THE SCHEDULE ABOVE REFERRED TO (The said premises)

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ALL THAT piece and parcel of land measuring 5(Five) Cottahas 14(Fourteen) the same a little more or less comprised of and contained in Mouza-Ramchandrapur, J.L.No.58, R.S.No.228, Touzi No.114, R.S. Khatian No.617, khanda khatian No.867, 893, 895, 897 R.S. Dag No. 591 & 592, L.R.Khatian No.423, L.R.Dag No.677 & 678, being Scheme Block No.A, under P.S. Sonarpur in the District of South 24 Parganas and the said owners, seized and possessed of the said land free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendens, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever TOGETHER WITH water and electric connections and lines, all trees, plants and bushes, all liberties and privileges, all rights of ingress and egress and all easement rights connected thereto and also all rights of ingress and egress and all easement rights and rights of common facilities and services thereto AND delineated in red in the Plan and Annexure attached hereto and butted and bounded as per the attached Plan and butted and bounded as follows: 05 KH -05 CH in Dag No -9 CH. In dag NO 592,

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ON THE NORTH: Road,

ON THE SOUTH: Scheme Block B,

ON THE EAST: Road,
ON THE WEST: Road.



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IN WITNESS WHEREOF the vendor hereto set and subscribed his respective hands and seals with full knowledge and normal mind without any persuasion or force and of her own free will on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the VENDOR at Kolkata

In presence of: -

1. Biswafie (shoot (3)

5. Acutasasani Cent -

Soumen Makherjee. Faganta Hukherjes.

(VENDOR)

Drafted By:

Apurba BrotaRoy

High emit, Cal.

E.No. 1299/02

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.7,00,000.00 (Rupees Seven Lac) only being the full and final consideration money to our complete satisfaction as per Memo below:

1. Received by Cash.

Rs.

Total

Rs.7,00,000.00

(Rupees Seven Lac) only.

WITNESSES:

1. Bisnafie Chosh (and hondrapus (s)

5. On consussassi Cent -

Soumen Mukheyer. Tayanta Hukheym.

(VENDOR)

Sesses -



Addl. Dist. Sub-Registrar

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RIGHTHAND	LEFTHA

CLAIMENT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND		10 mg)	9 mg
	RICHTHAND					

NAME MISHANT PRAKASH SIGNATURE Mishaut Bakash

CLAIMENT/		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
66	LEFTHAND			340, 241		
	RIGHTHAND					

NAME Soumen Mukhiyer Signature Soumen Mukhiyer:

CLAIMENT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE
	LEFT HAND					
	RIGHTHAND					

NAME Tayanta Hubbergu. SIGNATURE Tayanta Hubberga.

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Addl. Bust. Sub-Registral Sonarpore, South 24 Pos





Government Of West Bengal

Office Of the A. D. S. R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 07543 of 2010 (Serial No. 08258 of 2010)

On 22/06/2010

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

Presented for registration at 18.00 hrs on :22/06/2010, at the Private residence by Soumen Mukherjee , one of the Executants.

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

Execution is admitted on 22/06/2010 by

- Soumen Mukherjee, son of Harendra Nath Mukherjee, Garia, Village:Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Garia, By Caste Hindu, By Profession: Business
- Jayanta Mukherjee, son of Birendra Nath Mukherjee, Garia, Village:Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Garia, By Caste Hindu, By Profession: Business

Identified By Biswajit Ghosh, son of Gosta Behari Ghosh, Ramchandrapur, Village:Ramchandrapur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: Business.

(Anima Sinha)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 24/06/2010

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

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

Payment of Fees:

Fee Paid in rupees under article: A(1) = 10681/- ,E = 7/- on 24/06/2010

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.-971578/-

Certified that the required stamp duty of this document is Rs.- 48589 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

 Rs. 34500/- is paid, by the draft number 179148, Draft Date 22/06/2010, Bank Name State Bank of India, RUBY PARK, received on 24/06/2010

(Anima Sinha)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

Adds. Diss. Sub-Registral
Sonarpore. South 24 Pos-



Government Of West Bengal Office Of the A. D. S. R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number: I - 07543 of 2010 (Serial No. 08258 of 2010)

2. Rs. 13100/- is paid, by the draft number 179188, Draft Date 24/06/2010, Bank Name State Bank of India, RUBY PARK, received on 24/06/2010

> (Anima Sinha) ADDITIONAL DISTRICT SUB-REGISTRAR

> > (Anima Sinha)

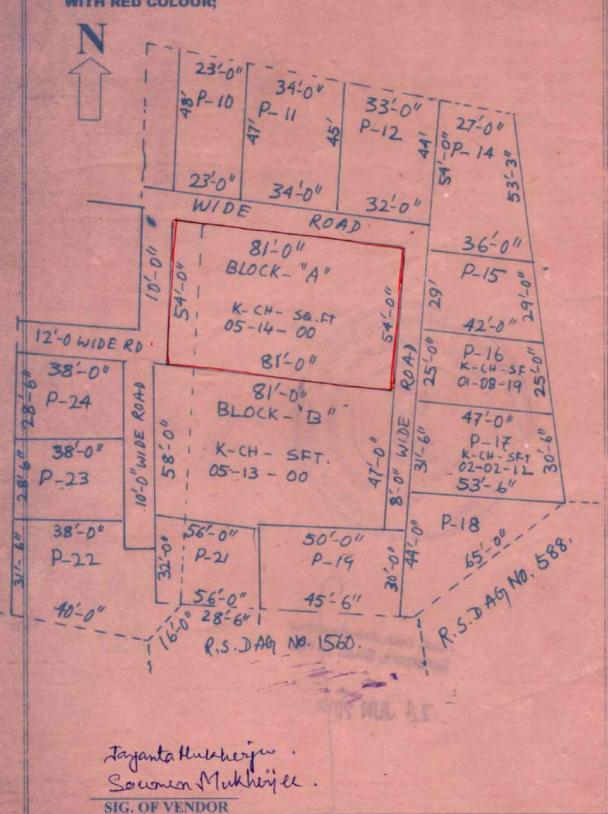
ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 2 of 2

24/06/2010 18:00:00

Addi. Dist. September South 2 Par-

CHITTAKS SQ.FT. COMPRISED OF AND CONTAINED IN PART OF R.S. DAG NO.590, 591 & 592, AT MOUZA-RAMCHANDRAPUR, J.L.NO.58, POLICE STATION - SONARPUR, DIST-24 PARGANAS (S). DELINEATED/SHOWN WITH RED COLOUR;



SIG. OF VENDOR



Sonarpere, South 2 Pos

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L DESIGNATION

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 3310 to 3324 being No 07543 for the year 2010.



(Anima Sinha) 28-June-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SONARPUR West Bengal