

DEED OF SALE TRANSFERRED AREA:

5.5 Decimals of land in R.S/L.R. Dag No. 642 and 4.5 Decimals of land in R.S/L.R. Dag No. 643, in Mouza Manikpur, District South 24-Parganas, West Bengal.

THIS DEED OF CONVEYANCE made this \_day of APRIL, Two Thousand and Fifteen (2015).

### BETWEEN

BABULAL PIYADA alias BABURALI PIYADA, son of Late Jabed Ali Piyada alias Late Jabed Payada, by faith Muslim, by occupation Farmer, residing at Musalman Para Manikpur, Post Office Harinavi, Police Station Sonarpur, District 24 Parganas South, Pin 700148, hereafter called the "VENDOR" (which expression shall mean and include his successors in interest and/or assigns) of the ONE PART.

AFTERLINK PROMOTERS PYT. LTD.

Baleway Pigura

AFTERLINK PROMOTERS PRIVATE LIMITED (PAN NO. AANCA0255D), a company within the meaning of Companies Act, 1956, having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police station Bhowanipore, represented by its authorized representative Mr. Prakash Bhimrajka (PAN-ADGPB7657M), son of Late Bajrang Lal Bhimrajka, hereinafter called the "PURCHASER" (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and/or assigns) of the OTHER PART.

#### WHEREAS:

A. The Vendor has inter alia represented to the Purchaser (hereafter the

"Representations") that:

- By a Bengali Kobala dated the 13th day of September, 1962 made between one Arshad Ali Mistry, Smt. Bhodi Bibi and Smt. Rupjan Bibi therein jointly referred to as the Vendors of the One Part and one Krishnala! Nandalai, a Hindu Joint Family Firm, represented by its Partners Krishnalal and Nandalal therein referred to as the Purchaser of the Other Part and registered at the office of Sub-Registrar Baruipur in Book No. I, Volume No. 101, Pages 67 to 78, Being No. 8548 for the year 1962, the said Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein. All That piece and parcel of land measuring an area of 51 Sataks (in R.S/L.R. Dag No. 640 - 20 Sataks, in R.S/L.R. Dag No. 641-9 Sataks, in R.S/L.R. Dag No. 642-12 Sataks ans in R.S/L.R. Dag No. 643-10 Sataks) be the same a little more or less situate and lying at Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, R.S. No. 226, Touzi No. 95, L.R. Nos. 260, 470, 526, 570, 83 and 95, in the District of the then 24 Parganas absolutely and forever morefully and particularly described in the Schedule therein written (hereinafter referred to as the Said Entire Land).
- b. By another Bengali Kobala executed in 1965 made between the said Krishnalal Nandalal, a Hindu Joint Family Firm, represented by its Partners Krishnalal and Nandalal therein referred to as the Vendor of the One Part and one Kachimuddin Molla, Noor Mohammed Molla and Ahamed Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No. 32, Pages 1 to 5, Being No. 859 for the year 1965 and the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein. All That the said entire land absolutely and forever morefully and particularly described in the schedule therein written.
- By another Bengali Kobala dated the 15<sup>th</sup> day of July, 1966 made between the said Kachimuddin Molla, Noor Mohammod Molla and Ahamed Molla therein jointly referred to as the Vendors and one Jainal Piayda, Aaynal Piyada and Babulal Piyada (the Vendor herein) all minors represented by their mother and natural guardian Marijan Bibi therein Jointly referred to as the Purchasers of the Other Part and registered at the office of Sub-Registrar Baruipur in Book No. I, Volume No. 121, Pages 1 to 4, Being No. 9487 for the year 1965 and the said Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein. All That the undivided 2/3<sup>rd</sup> part or share in the Said Entire Land absolutely and forever morefully and particularly described in the schedule therein written.

- d. Thus the said Jainal Piyada, Aaynal Piyada and Babulal Piyada each became owner of 11.33 decimal and Ahmed Molla became the owner of 17 decimal of land in the said entire land measuring an area of 51 Sataks be the same a little more or less in Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 95, Khatian Nos. 376, 357 and 358.
- e. Thereafter Jainal Piyada died intestate leaving behind surviving him/his heirs who are the parties of the First Part in the Deed of Partition dated 18<sup>th</sup> July 2011.
- f. Thus the parties of the First Party being the legal heirs of Jainal Piyada, and Ahmed Molla being the Second Party Aaynal Piyada and Babulal Piyada (the Vendor herein) being the Third and Fourth Party in the said Deed of Partition dated 18<sup>th</sup> July 2011 duly registered before the District Sub-Registrar IV, 24 Parganas South, and recorded in Book No. I, CD Volume No. 18, Pages 3064 to 3082, Being No. 5462 for the year 2011, therein became seized and possessed of and/or sufficiently entitled to all that the Said Entire Land whereupon each of the Parties is entitled to an undivided and un demarcated share in the Said Entire Land as per their respective share.
- g. For their convenience the Parties therein have mutually decided to demarcate and partition the Said Entire Land whereby each of the parties would hereafter be entitled to a clear and distinct part or portion of the Said Entire Land.
- That in pursuance of the mutual agreements by and in between the parties herein h. and in consideration of their mutual convenience and the absolute right title and interest that the Parties and each one of them respectively possess in respect of All That the entire land measuring 51 decimals (in R.S/L.R. Dag No. 640 - 20 Sataks, in R.S/ L.R. Dag No. 641 - 9 Sataks, in R.S/ L.R. Dag No. 642 - 12 Sataks and in R.S/L.R. Dag No. 643 - 10 Sataks) be the same a little more or less situate and lying at Mouza Manickpore, J.L. No. 77, Police Station Sonarpur, R.S. No. 226, Touzi No. 95, L.R. Khatian Nos. 260, 470, 526, 570, 83 and 95 in the District of 24- Parganas South more fully and particularly mentioned in the First Schedule there under written and the party of the Second, Third and Fourth Parts by virtue of mutual transfer and releases hereby effected, grant, transfer, convey, assign, assure, confirm and release unto and in favour of the Party of the First Part the sole and absolute owner of all that the land measuring 0.67 decimal out of 20 decimal in R.S/L.R. Dag No. 643 aggregating in all to 11.33 decimal morefully described and marked as "Plot -A" in the SECOND SCHEDULE written therein and party of the First, Third and Fourth Parts by virtue of mutual transfer and releases thereby effected, grant, convey, transfer, assure, assign, confirm and release unto and in favour of the party of the Second Part the sole and absolute owner of all that the land measuring 2.33 decimal out of 20 decimal in R.S/L.R.Dag No. 640 and entire 9 decimal and in R.S/L.R. Dag No. 641 aggregating in all to 11.33 decimal morefully described and marked as "Plot -B" in THIRD SCHEDULE written therein and party of the First, Second and Fourth Part by virtue of mutual transfer and releases hereby effected, grant, convey, transfer, assure, assign, confirm and release unto and in favour of the party of the Third Part the sole and the absolute owner of All That the land measuring 17 decimal out of 20 decimal in R.S/L.R.Dag No. 640 morefully described and marked as "Plot-C" in the FOURTH SCHEDULE written therein and party of the First, Second and Third Part by virtue of mutual transfer and releases hereby effected, grant, convey, transfer, assure, assign, confirm and release unto and in favour of the Fourth Part (said Babulal Piyada) the sole and absolute owner of all that the land measuring 6.2 decimal out of 12 decimal in R.S/L.R. Dag No. 642

and 5.14 decimal out of 10 decimal in R.S/L.R. Dag No. 643 aggregating in all to 11.34 decimal morefully described and marked as "Plot-D" in the FIFTH SCHEDULE written therein, the said deed of Partition dated 18<sup>th</sup> July, 2011, registered before the District Sub registrar -IV, South 24 Parganas and recorded in Book No. I, CD Volume No. 18, Pages 3064 to 3082, Being No. 05462 for the year 2011.

- i. By the above said Partition the said Babulal Piyada (the Vendor herein) become the absolute Owner of the land admeasuring 6.2 decimal out of 12 decimal in R.S/L.R. Dag No. 642 and 5.14 decimal out of 10 decimal in R.S/L.R. Dag No. 643 aggregating in all to 11.34 decimals comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police station Sonarpur, Ditrict 24 Parganas South.
- j. The said Babulal Piyada (the Vendor herein) subsequently sold transferred and conveyed 1.34 Decimals of land (0.70 Decimal of land out of admeasuring 6.2 decimal out of 12 decimal in R.S/L.R. Dag No. 642 and 0.64 Decimals of land out 5.14 decimal out of 10 decimal in R.S/L.R. Dag No. 643) comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police station Sonarpur, Ditrict 24 Parganas South, by a registered deed of Conveyance dated 18<sup>th</sup> July, 2011 and registered before the District Sub registrar –IV, South 24 Parganas and recorded in Book No. I, CD Volume NO. 18, Pages 3145 to 3158, Being No. 05467 for the year 2011 unto and in favour of Kyal Promoters Private Limited for the consideration mentioned therein.
- k. After sold transferred and conveyed the said 1.34 Decimals of land said Babulal Piyada (the Vendor herein) remains Owner of 5.5 Decimals of land in R.S/L.R. Dag No. 642 and 4.5 Decimals of land in R.S/L.R. Dag No. 643 aggregating 10 Decimals comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police station Sonarpur, Ditrict 24 Parganas South (the Said Property).
- 1. Thus, the Vendor is fully seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property.
- m. The Said Property is free from all encumbrances of every nature and kind.
- n. The Said Property or any part thereof is not the subject matter of any mortgage, charge, lien, security and/or guarantee of any nature whatsoever.
- o. No notices have been issued by the Income-tax Authority nor are any proceedings pending within the meaning of Section 281 of Income-tax Act, 1961 and there is no prohibitory order upon the Vendor from selling and/or dealing with the Said Property.
- p. No prohibitory orders have been issued by any other taxing or revenue authorities prohibiting the Vendor from selling and/or dealing with the Said Property.
- q. There are no suits and/or proceedings and/or litigations pending in any Court of Law in respect of the Said Property nor are there any orders of attachment in respect thereof.
- r. The Said Property or any part thereof is at present not affected by any requisition or acquisition or any alignment by any authority or authorities under any law

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and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor.

- No part of the Said Property has been or is liable to be acquired and/or vested under the West Bengal Land Reforms Act, 1955 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- t. There is no Bargadar or water body in the Said Property and there is no case pending against the Vendor nor has the Vendor received notice of any such claim or proceeding.
- u. The Vendor has not entered into any agreement and/or writings with any person or persons nor have they received any deposit and/or earnest money or token money from any person or persons under any arrangement whatsoever in respect of the Said Property or any part thereof.
- v. The Vendor have not done any act or executed any document or papers or knows any fact whereby the sale of the Said Property by the Vendor to the Purchaser, free from all encumbrances and with vacant possession, can be obstructed or the enjoyment thereof by the Purchaser may be defeated, delayed or prejudiced in any manner.
- w. The Vendor do not belong to Schedule Tribe.
- x. The Vendor has full power and absolute authority to sell and transfer the Said Property.
- y. The Vendor had offered to sell the Said Property to the other co-owners but they refused to purchase the same.
- B. Representing the above, the Vendor proposed to sell to the Purchaser the Said Property and relying on the above Representations of the Vendor the Purchaser is purchasing the Said Property.

### NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

In the premises as aforesaid and in consideration of the sum of Rs. 18,15,000/-(Rupees Eighteen Lacs and Fifteen Thousand) Only paid to the Vendor by the Purchaser at or before the execution of these presents (the receipt whereof the Vendor do hereby and by the Memo of Consideration written herein below admit and acknowledge and of and from the same and every part thereof do hereby acquit release and forever discharge the Purchaser and the Said Property hereby conveyed and transferred) the Vendor do hereby grant sell convey transfer assign and assure unto the Purchaser free from all encumbrances whatsoever ALL THAT the piece or parcel of land more fully and particularly described in the SCHEDULE hereunder written OR HOWSOEVER OTHERWISE the Said Property or any part thereof now is or was at any time or times heretofore was situated butted bounded called known numbered described or distinguished TOGETHER WITH all yards, courtyards, compounds, gardens and all other advantages of ancient or other lights, pits, areas, fences, sewers, drains, ditches, water, water-courses, ways, paths, passages, trees, shrubs and all manner of rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging or in anywise appertaining or which with the same or any part or portion thereof now is or was at any time or times heretofore were or was held, used, occupied, enjoyed or reputed to belong or be appurtenant thereto <u>AND</u> all the rents, issues and profits of the <u>Said Property</u> and every part thereof <u>AND</u> all the legal incidents thereof <u>AND</u> all the estates, rights, title, interests, inheritance, uses, possessions, claims and/or demands whatsoever both at law or in equity of the Vendor into, upon or in respect of the Said Property and every part or portion thereof <u>AND</u> all deeds, pattahs, muniments, writings and evidence of title which in anywise exclusively relate to the <u>Said Property</u> or any part or portion thereof and which now are may hereafter be in the possession, power or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit <u>AND TO HAVE AND TO HOLD</u> the <u>Said Property AND ALL AND SINGULAR OTHER THE SAID PROPERTY HEREBY</u> granted, conveyed, sold, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely, forever and free from all encumbrances and liabilities whatsoever.

# II. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (i) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property free from all encumbrances whatsoever and have good right full power, absolute authority and indefeasible title to grant sell convey and transfer the Said Property hereby granted sold conveyed and transferred or expressed so to be and every part thereof unto and the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents;
- (ii) The Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Property and every part thereof and receive and take the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or his predecessor-in-title or any person or persons having or lawfully rightfully or equitably claiming from under or in trust for the Vendor;
- (iii) The Said Property is free and clear and freely and clearly and absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, charges, liens, debts attachments, executions liabilities and encumbrances whatsoever;
- (iv) The Vendor and all persons having or lawfully or equitably claiming any estate, right title or interest whatsoever in the Said Property or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts deeds and things whatsoever for further, better and more perfectly and effectually granting and assuring the Said Property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- III. The Purchaser doth hereby confirm having received vacant and peaceful possession of the Said Property.

#### SCHEDULE (Said Property)

All That piece and parcel 5.5 Decimals of land in R.S/L.R. Dag No. 642 and 4.5 Decimals of land in R.S/L.R. Dag No. 643, Krishi Khatian No. 470, Khatian No. 226, L.R. Khatian No. 260, 570, 470, 83 and 95, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, under Rajpur Sonarpur Municipality, Kolkata 700148, Police Station Sonarpur, Ditrict 24 Parganas South, butted and bounded as follows:-

On the North:

By Plot of Land being Dag No. 632

On the East:

By Plot of Land being Dag No. 642 & 643

On the South:

By Plot of Land being Dag No. 645

On the West:

By Plot of Land being Dag No. 646 & 645

as shown in the plan annexed hereto and bordered Red thereon and butted and bounded in the manner as follows:

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and year first above written. Bolowszali Piyada

EXECUTED AND DELIVERED by the VENDOR at Kolkata in the presence of:

1. Soumen Conthury

2. Amit Br. Dm

EXECUTED AND DELIVERED by the PURCHASER at Kolkata in the presence

AFTERLINK-PROMOTERS PVT. LTU.

Director/Authorized Signatory

#### MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the sum of Rs. 18,15,000/- (Rupees Eighteen Lacs and Fifteen Thousand) only towards payment of the entire consideration money for sale of the Said Property and rights and properties appurtenant thereto as mentioned herein above in the manner mentioned below:

- 1. By Cheque no. 000011 for a sum of Rs. 9,98,250/-, dated 03.04.2015 drawn on HDFC Bank Ltd., Sarat Bose Road, Kolkata.
- 2. By Cheque no. 000012 for a sum of Rs. 8,16,750/-, dated 03.04.2015 drawn on HDFC Bank Ltd., Sarat Bose Road, Kolkata

Balourali Biyana

(Vendor)

WITNESSES:

1. Summer anonohury

2. Amit Kr. Dr. 3. British Indian Strap Kalluta - 20001

Drafted by me: Nishand Mr. Saraf, Advocate (E. No. F-314/2002)

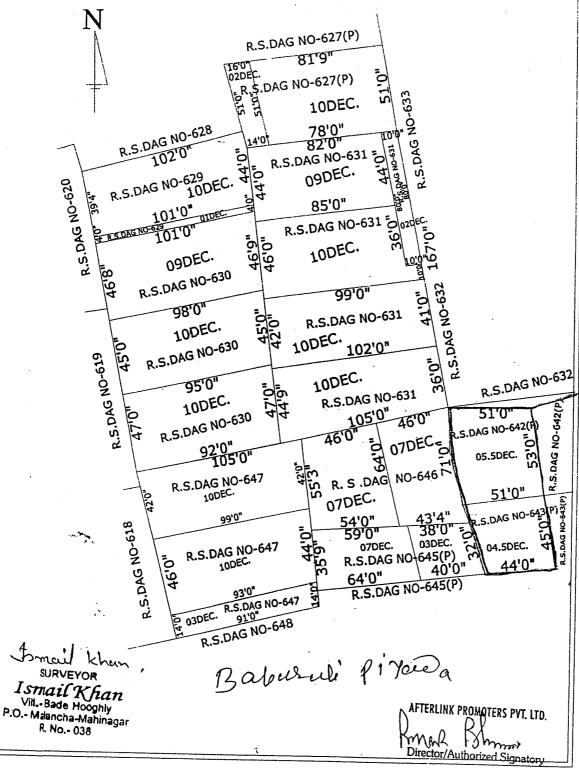
Nishant Kr. Saraf Advocates
8, Old Post Office Street, 2<sup>nd</sup> Floor,
Kolkata 700 001.

Phone: (033) 22623384, 9830235574 Email: nishantsaraf1976@gmail.com STIE PLAN OF THE LAND AT MOUZA-MANIKPUR.J.L.NO-77, R.S.DAG NO-645(P),642(P),646,643(P),631,627(P),629,630,647, P.S-SONARPUR, UNDER RAJPUR SONARPUR MUNICIPALITY DIST-24PGS(S), SHOWN IN RED BOUNDARY

SCALE-1"IN=46'F

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- S.



## SPECIMEN FORM FOR TEN FINGERPRINTS

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### Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 03170 of 2015 (Serial No. 03010 of 2015 and Query No. 1901L000006925 of 2015)

### On 08/04/2015

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

Presented for registration at 15.49 hrs on :08/04/2015, at the Private residence by Prakash Bhimrajka ,Claimant.

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

Execution is admitted on 08/04/2015 by

- 1. Babulal Piyada Alias Baburali Piyada, son of Lt. Jabed Ali Piyada @ Piyada, Musalman Para Manikpur, Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Muslim, By Profession: Cultivation
- 2. Prakash Bhimraika Authorised Signatory, Afterlink Promoters Pvt. Ltd., 36/1 A, Elgin Road(Lala Lajpat Rai Sarani), Kclkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700020. , By Profession : Others

Identified By Kamal Uddin Molla, son of Lt. Khorshed Molla, Manikpur Musalman Para, Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste: Muslim, By Profession: Cultivation.

> ( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 11/04/2015

### 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.-20,60,604/-

Certified that the required stamp duty of this document is Rs.- 123656 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

> (Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 13/04/2015

Certificate of Admissibility (Rule 43, W.B. Registration

Admissible under rule 21 of West Bengal Registration Rule der schedule 1A, Article number: 23, 5 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount by Draft

Rs. 22758/- is paid, by the draft number 392275, Draft Date India, Specialised Insti Bkg Kolkata, received on 13/04/2015 of assulpages L

1 3 APR 2015

Bank of

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2

13/04/2015 14:18:00

### Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

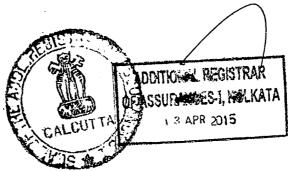
Endorsement For Deed Number : I - 03170 of 2015 (Serial No. 03010 of 2015 and Query No. 1901L000006925 of 2015)

( Under Article : A(1) = 22660/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 13/04/2015 )

### Deficit stamp duty

Deficit stamp duty Rs. 118656/- is paid , by the draft number 392266, Draft Date 08/04/2015, Bank State Bank of India, Specialised Insti Bkg Kolkata, received on 13/04/2015

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



( Dinabandhu Roy )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 2 of 2

13/04/2015 14:18:00

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 3183 to 3198 being No 03170 for the year 2015.



(Dinabandhu Roy) 20-April-2015 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal



Elector's Name : Kamal Uddin Molla

: भारत्मन स्थाहा

দিদ / Sex : পুং / M জন্ম তারিশ Date of Birth : XX / XX / 1958

Komaluddin Molla

विकासी आरिकास क्रम्यान भाषा त्यार वृतियाणि क्यार्ड मर 21 जिल्हासभूत प्रकृत 24 गतंत्रका 700148

Address:
Manikpur Musalman ParaPost Harinabhl
Ward No 21 Sonarpur Soluth 24
Parganas 700143

Date: 04:08/2007

No বিশ্বাস-সূৰ্য (তপনিজী আছি) নিৰ্বাচন কেনের
বিশ্বাস-সূৰ্য (তপনিজী আছি) নিৰ্বাচন কেনের
বিশ্বাস-সূৰ্য (তপনিজী আছি) নিৰ্বাচন কেন্দ্ৰের
বিশ্বাস-স্থানিক বিশ্বা



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