

06979

Surrender
Piush

F 06758/2014



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

T 205049

Mouza: Sultanpur
P.S.: Baruipur
Mallickpur Gram Panchayat
District - South 24 Parganas

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
27 AUG 2014

Sale Deed

29 AUG 2014

THIS DEED OF SALE is made on this the 27th day of August, Two thousand and Fourteen (2014) A.D.

BETWEEN

(1) M/S. PIYUSH REALITY UDYOG PRIVATE LIMITED, [PAN - AAGCP5793C] a Private Limited Company incorporated within the meaning of Companies Act, 1956 having its Registered Office at 14F, Middle Road, 1st Floor, Police Station Entally, Kolkata - 700 014 being represented by one of its Director **SRI PRADEEP KUMAR JAISWAL**, [PAN ACXPJ1983G] son of Kishori Jaiswal, by faith Hindu, by occupation Business and (2) **GAMMA HOMES PRIVATE LIMITED** [PAN AADCG7334F] a Private Limited Company incorporated within the meaning of Companies Act, 1956 having its Registered Office at 14A/2, Temple Street, Police Station Bowbazar, Kolkata - 700 072, represented by one of its Director **SRI SANJAY KUMAR SHAW**, [PAN ALAPS8253J] son of Lal Chand Shaw, by faith Hindu, by

V.C.W-1378/14

NAME.....
ADD.....
Rs.....
21 AUG 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3/1 Mt St Roy Road, Kori

710
ASHOK KUMAR SINGH
NICO HOUSE 2, HARE STREET
6TH FLOOR CALCUTTA - 700 001
ADVOCATE

Mou Singhain

2870
27/8/14

21 AUG 2014

21 AUG 2014

SAMUNDAR RETAILS PRIVATE LIMITED

Mou Singhain

Authorised Signatories

Director



FOR PIYUSH REALTY UDYOG PRIVATE LIMITED

2871
DIRECTOR

21 AUG 2014

GAMMA HOMES PVT. LTD.

K. Chow

Director

2872

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
27 AUG 2014

Identified by me 21 AUG 2014

Dipankar Choudhury
S/o. Datal Choudhury
Baral Majher Gera,
Garia, W-154
Occ. - Service.

occupation Business, by Nationality – Indian, hereinafter collectively called referred to as 'the **VENDORS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective executors, administrators, legal representatives successors-in-interest/office and/or assign) of the **ONE PART**.

AND

SAMUNDAR RETAILS PRIVATE LIMITED, a Private Limited company incorporated under the Companies Act, 1956 (**CIN - U74999WB2012PTC182151** and **PAN - AARCS8673D**), having its registered office at 17, Shyama Prasad Mukherjee Road, P.S. – Bhawanipore, Kolkata - 700025, represented by its authorized signatory Sri Alope Singhaniania @ Alope Kumar Singhaniania son of Late K. D. Singhaniania, of Block – B, Harbour Heights, 35/1, Diamond Harbour Road, Kolkata – 700 027, hereinafter referred to as the **PURCHASER** (which expression shall mean and include its/their successors-in-interest/office, administrators and/or assigns) of the **OTHER PART**:

THE PROPERTY: Sali (Agricultural) Land admeasuring 10 decimals out of 71 decimals out of 142 decimals of land being the undemarcated portion of R.S. /L.R. Dag No. 359 appertains to L.R. Khatian Nos. 686 and 685 in Mouza – Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas, more particularly described in the Schedule "C" (herein after referred to as **the said landed property**).

WHEREAS:

- A. The vendors herein are the lawful owners in respect of the property described in the Schedule - "B" below, as acquired by purchase from its erstwhile owners as described in the Schedule - "A" below. The vendors herein offered to sell a demarcated portion of said property out of the Schedule - "B", more particularly described in the Schedule - "C" below, hereinafter referred to as the '**said landed property**' and herein intended to be sold at and for the consideration of Rs. 5,09,090/-

(Rupees Five Lakhs Nine Thousand and Ninety only) free from all encumbrances;

- B. In pursuance of the offer and acceptance and the Purchaser relying on the aforesaid representations, assurances and confirmation and believing the same to be true agreed to purchase the said landed property admeasuring 10 decimals out of 71 decimals out of 142 decimals at and for the said consideration of Rs. 5,09,090/- (Rupees Five Lakhs Nine Thousand and Ninety only), and agreed to sell the said landed property to the Purchaser absolutely, forever and free from all encumbrances;
- C. The purchaser has this day paid the entire consideration as per memo below to the vendors equally and now there is no impediment to execute and register the conveyance by the vendors in favour of the Purchaser, the vendors execute this Deed of Sale in the manner hereinafter appearing.

NOW THIS DEED OF SALE WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs. 5,09,090/- (Rupees Five Lakhs Nine Thousand and Ninety only) paid by the Purchaser to the vendors in the manner aforesaid as agreed (the receipt whereof the Vendors do hereby and also by the memo hereunder written admit and acknowledge and of and from the same and every part thereof, the Vendors do hereby forever release, discharge and acquit the Purchaser and each of them and the said Landed Property hereby intended to be granted, sold, conveyed and transferred), the Vendors having good right full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign the said Landed Property doth hereby jointly transfer, sell, convey, grant and assign to and unto the Purchaser **ALL THAT** piece and parcel of Sali land admeasuring **10** decimals out of 71 decimals out of 142 decimals being part of R.S. /L.R. Dag No. 359 appertains to L.R. Khatian No. 686 and 685 situate in Mouza - Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. - Baruipur in the district of South 24 Parganas, shown within the red verge in the plan annexed hereto, more particularly described in the Schedule - "C" hereunder written and herein referred to as **the said landed property OR HOWSOEVER OTHERWISE** the said Landed

property or any part thereof now are or is or heretofore butted, bounded, called, known, numbered, described or distinguished **FURTHER TOGETHER WITH** all that hereditaments, messuages, benefits, right or easement and advantages **AND ALL** manner of former or other rights, lights, liberties, easements, sewers, drains, water ways, path ancient and/or present or other rights, passages, privileges, emoluments, appendages and appurtenances whatsoever to the said Landed Property or any part belonging or in any wise appertaining to or which with the same or any part thereof now are or is or at any times heretofore were or was held used occupied or enjoyed or reputed to belong or be whatsoever both at law and in equity of the Vendors into and upon the said Landed Property or any part thereof **TOGETHER WITH** all writings and evidences of title exclusively relating to the said Landed Property or any part thereof which now are or hereafter shall or may be in the custody power or possession of the Vendors or which the Vendors can or may procure without any action or suit at law or in equity **TO ENTER UPON AND TO HAVE AND HOLD, OWN, POSSESS AND ENJOY** the said Landed Property and every part thereof hereby granted sold and conveyed and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** all rights members and appurtenances unto and to the use of the Purchaser in fee simple absolutely and forever and free from all encumbrances and forever freed and discharged from or otherwise by the Vendors and well and sufficiently indemnified of and against all encumbrances claims, liens whatsoever created or suffered by the Vendors.

AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER AND DECLARE that notwithstanding any act, deed, matter or thing by the Vendors done or executed or suffered to the contrary the Vendors lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to an absolute estate of inheritance in fee simple in possession of the said Landed Property and every part thereof and that the said Landed Property has not been affected nor has not been requisitioned and acquisitioned or vested into the State of West Bengal under any provisions of the relevant Acts nor the Vendors have received any notice in relation thereto and that the said Landed Property is well within the ceiling limit of the Vendors and duly retained by the Vendors and that there is no previous

agreement for sale executed by the Vendors in respect of the said Landed Property with any person or persons and that there is no order passed by any court or any statutory authority restraining the Vendors from selling, transferring and/or alienating the said landed property in any manner and that notwithstanding as aforesaid the Vendors has good right full power absolute authority and indefeasible title to grant, convey, transfer and assign the said Landed Property hereby granted, conveyed, and transferred or expressed or intended so to be unto and to the use of the Purchaser and in the manner aforesaid according to the true intent and meaning of these presents and that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said Landed Property hereby granted sold and conveyed and receive rents, issues and profits thereof and every part thereof without any lawful eviction, interruption, disturbances, obligations, restrictions, claim and demand whatsoever from or by the Vendors and all persons claiming from under or in trust of the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved and kept indemnified of from and against all and all manner of charges, mortgages, claims, demands, liens, lispens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of the ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors and all persons having or lawfully or equitably claiming any estate and interest whatsoever in the said Landed Property or any part thereof from through under or in trust of the Vendors or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Vendors do and execute and caused to be done and executed all such other and further assurances, acts, deeds, matters and things for further better and more perfectly granting and transferring the said Landed Property and every part and parcel thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required **AND FURTHER** the Vendors do hereby covenant with the Purchaser that if it transpires that the said Landed Property hereby conveyed, sold and transferred by the Vendors

is not free from all encumbrances as herein before stated the Vendors shall be liable to the Purchaser to make good any loss sustained by it and furthermore, the Vendors shall at all times hereafter indemnify and keep indemnified the Purchaser against any loss damages cost charges expenses if any, suffered by any reason of any defect of title of the Vendors and any breach of the covenants herein contained;

AND FURTHER it is agreed that the Vendors shall deliver all original documents of title and other related papers, parchas etc. In case any parcha or deeds be related to other properties which are not conveyed by such seller/Vendors, then such seller/Vendors shall deliver a official certified true copy of the original parcha or deed issued by the authorities duly self attested.

AND FURTHER it is agreed by and between the Vendors and the Purchaser that whenever and wherever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the terms and expressions, 'the Vendors' and 'the Purchaser' shall mean and include their and each of their respective legal representatives, successors-in-office/interest, executors, administrators and/or assigns.

THE VENDORS FURTHER AGREES, DECLARES, ASSURES AND CONFIRMS THAT:

- i. The Vendors shall render all assistance in mutating the name of the Purchaser as owner of the said landed property in the records of the B.L & L.R.O., Mallickpur Gram Panchayat and other concerned offices at the cost of the purchaser.
- ii. Proportionate annual rent is payable to the Government of West Bengal through BlockLand and Land Reforms Office.
- iii. The vendors have paid the property tax/rents upto the date of Deed of conveyance in respect of the said landed property.
- iv. The said Landed Property is not wet land property and now being used as sali or agricultural land and has no direct access to any road.
- v. There is no bargadar.
- vi. That the photographs and 10 fingers impression of the Vendors and Purchaser are attached herewith made an integral part of this Deed.

THE SCHEDULE - "A" ABOVE REFERRED TO
(THE DEVOLUTION OF TITLE OF THE PROPERTY TO THE VENDORS)

- A. One Majid Ali Mondal, since deceased, and Farid Ali Mondal were the joint recorded owners of land admeasuring **71 decimals** out of 142 decimals in R.S. /L.R. Dag No. 359, (along with other dag), all pertaining to L.R. Khatian No. 686 and 685 of Mouza - Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. - Baruipur in the district of South 24 Parganas;
- B. The said Majid Ali Mondal died intestate leaving behind his wife-Amina Bibi, Two sons, namely, Mannan Ali Mondal and Aslam Ali Mondal and only daughter Monohara Bibi as his legal heirs and representatives and they inherited the estate of the said Majid Ali Mondal, deceased as par Mohammedan Law of Inheritance.
- C. The said legal heirs of Majid Ali Mondal, and Farid Ali Mondal through their duly nominated and constituted Attorney, Mannan Ali Mondal, jointly sold, transferred and conveyed their right, title and interest in respect of their respective share in the said landed property admeasuring 71 decimals out of 142 decimals in R.S./L.R. Dag No. 359 appertaining to L.R. Khatian No. 686 and 685 of Mouza - Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. - Baruipur in the district of South 24 Parganas by virtue of Deed of sale dated 17.11.2009 registered in the office of A.D.S.R Baruipur recorded in Book No. I, Volume No. 23, Pages 1941 to 1954 being no. 07215 for the year 2009 to Jayanta Bhadra for the consideration mentioned therein and absolutely forever and free from all encumbrances;
- D. The said Jayanta Bhadra while seized and possessed of the said landed property sold, transferred and conveyed his right, title and interest in respect of his respective share in the said landed property admeasuring 71 decimals out of 142 decimals in R.S./L.R. Dag No. 359 appertaining to L.R. Khatian No. 686 and 685 of Mouza - Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. - Baruipur in the district of South 24 Parganas by virtue of Deed of sale dated 22.06.2012 registered in the office of A.D.S.R Baruipur recorded in Book No. I, Volume No. 21, Pages 4151 to 4165 being no. 06855 for the year 2012 to the present vendors herein for

the consideration mentioned therein and absolutely forever and free from all encumbrances;

THE SCHEDULE "B" ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT sali land admeasuring 71 decimals out of 142 decimals being the portion of R.S. /L.R. Dag No. 359, appertain to L. R. Khatian Nos. 686 and 685 of Mouza – Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas presently the subject dag is butted and bounded in the manner following:

On the North : By Part of Dag No. 356 & Dag No. 360 of Sultanpur Mouza;
On the South : Mouza Beralia J.L. 17;
On the East : By Remaining land of Dag No. 359 of Sultanpur Mouza;
On the West : By the Land of Dag No. 358 of Sultanpur Mouza;

OR HOWSOEVER OTHERWISE the said landed property is butted, bounded, called, known, numbered, described and/or distinguished.

THE SCHEDULE "C" ABOVE REFERRED TO:
(THE SAID LANDED PROPERTY)

ALL THAT piece and parcel of Sali land admeasuring 10 (Ten) decimals out of 71 decimals out of total recorded land area 142 decimals, being the undemarcated portion of R.S. /L.R. Dag No. 359 (Three Five Nine) appertains to L.R. Khatian Nos. 686 and 685 situate in Mouza – Sultanpur, J. L. No. 16 within the limit of Mullickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas, shown within the red verge in the plan annexed hereto, together with all easement right.

IN WITNESS WHEREOF the Vendors and the purchaser have executed and delivered this Deed of Sale on the day month and year first above written.

EXECUTED AND DELIVERED

by the within named parties at
Kolkata in the presence of:

1. Md. Musul Islam.
S/o. Md. Mossarat Hossain.
Business
Ward No- 12, Barui pur.
Kot- 144

2. Anu Bhawanee
S/o, Sri N. C. Bhawanee
R/O + Will - Mallikpur
Kot, 145, P- S Barui pur
Business.

1. FOR PIYUSH REALTY UDYOG PRIVATE LIMITED


DIRECTOR

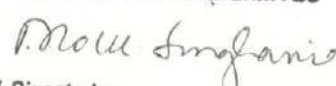
2. Director

GAMMA HOMES PVT. LTD.

GAMMA HOMES PVT. LTD. S. K. Shaw
Director

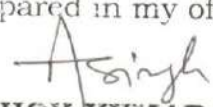
VENDORS

SAMUNDAR RETAILS PRIVATE LIMITED


Authorised Signatories Director

PURCHASER

Drafted by me and
Prepared in my office:


(ASHOK KUMAR SINGH)

Advocate
High Court Calcutta

OF R.S/L.R DAG NO- 359 , KHATIAN NO-
 SITUATED IN MOUZA - SULTANPUR, J4NO-16,
 IN MULICKPUR GRAM PANCHAYET, P.S-BARUIPUR,
 ST- 24 PGS(S), SCALE: 1" = 33'-0"
 TOTAL AREA OF PLOT- 71 OUT OF 142 DECIMALS,
 SHOWN IN RED BORDER EXTRACT FROM R.S MOUZA
 MAP, AREA SOLD 10 DECIMALS (UNDEMAR ATED

NAME OF VENDORS:- FOR DIVULG CENTRY HOMOG PRIVATE LIMITED NAME OF PERCHASER:-
SAMUNDAR RETAILS PRIVATE LIMITED

SIG OF VENDORS:-

[Signature]
 DIRECTOR

[Signature]
 SIG OF PERCHASER
 Authorised Signatories Director

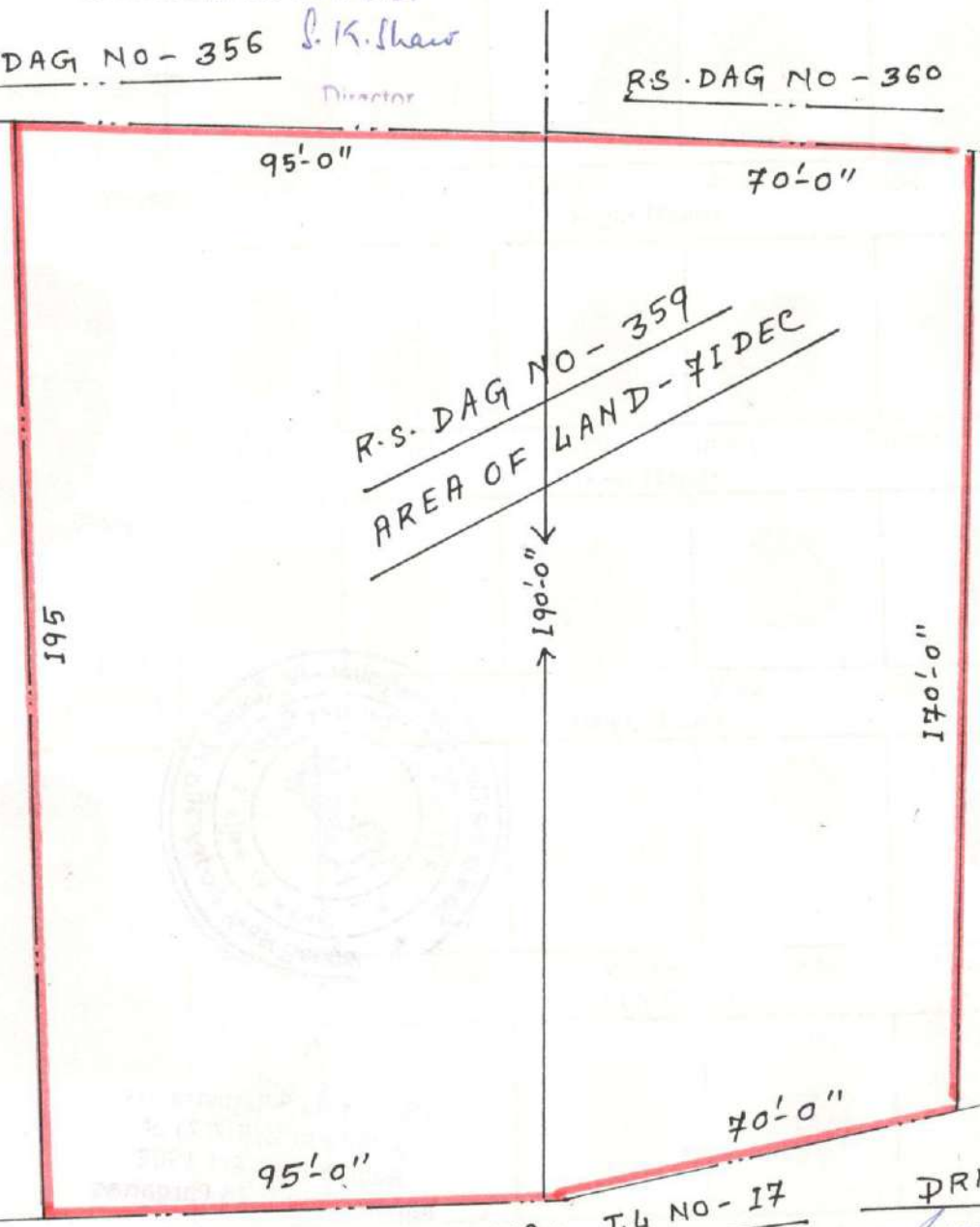
GAMMA HOMES PVT. LTD.

R.S- DAG NO- 356 *S. K. Shaw*
 Director

RS- DAG NO- 360

DAG- 361

R.S. DAG NO- 358



MOUZA-BERAGIA-

J.4 NO- 17

DRAWN BY

Inamur Rahaman
 Surveyor
 INAMUR RAHAMAN
 VII, +P.O.- Medaret, P.S.- Baruiapur
 Dist.- South 24 Parganas
 L. No.- 518/96

Photo & Signatures of
the Executants
/Presentants

SPECIMEN FOR TEN FINGERPRINTS



Navin Singhania

SAMUNDAR RETAILS PRIVATE LIMITED

Navin Singhania

Authorised Signatories

Director



Little Ring Middle Index Thumb
(Left Hand)



Thumb Index Middle Ring Little
(Right Hand)



Pi

OR PIYUSH REALTY UDYOG PRIVATE LIMITED

Pi

DIRECTOR



Little Ring Middle Index Thumb
(Left Hand)



Thumb Index Middle Ring Little
(Right Hand)



L. K. Shaw

GAMMA HOMES PVT. LTD.

L. K. Shaw

Director



Little Ring Middle Index Thumb
(Left Hand)



Thumb Index Middle Ring Little
(Right Hand)

RECEIPT

RECEIVED of and from the Purchaser the sum of Rs. 5, 09,090/- (Rupees Five Lakhs Nine Thousand Ninety only) towards within mentioned consideration of the within named Property in full and final settlement as per memo below.

MEMO

SN	DD. No.	Date	Bank and its address	In favor of	Amount (Rs.)
1.	022489	27.08.14	HDFC BANK	M/S. PIYUSH REALITY UDYOG PRIVATE LIMITED	2,54,545/-
2.	022501	27.08.14	HDFC BANK	GAMMA HOMES PRIVATE LIMITED	2,54,545/-
TOTAL					5,09,090/-

Rupees Five Lakhs Nine Thousand Ninety only

FOR PIYUSH REALTY UDYOG PRIVATE LIMITED


DIRECTOR

GAMMA HOMES PVT. LTD.

S. K. Shaw
Director

(VENDORS)

WITNESSES:

1. Md. Nurul Islam,
S/o. Md. Moazzat Hossain,
ward No. 12, Barui pur,
Kat- 144

2. Ann Brownick
P.O. + Vill. - Mallikpur
P.S. Barui pur
Kat- 145



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 06758 of 2014
(Serial No. 06979 of 2014 and Query No. 1604L000014715 of 2014)

On 27/08/2014

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

Presented for registration at 20.40 hrs on :27/08/2014, at the Private residence by Aloke Singhania
Alias Aloke Kumar Singhania,Claimant.

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

Execution is admitted on 27/08/2014 by

1. Pradeep Kumar Jaiswal
Director, M/s Piyush Realty Udyog Pvt Ltd, 14f Middle Rd, Thana:-Entaly, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700014.
, By Profession : Business
 2. Sanjay Kumar Shaw
Director, Gamma Homes Pvt Ltd, 14a/2 Temple St, Thana:-Bowbazar, District:-Kolkata, WEST
BENGAL, India, Pin :-700072.
, By Profession : Business
 3. Aloke Singhania Alias Aloke Kumar Singhania
Authorized Signatory, Samundar Retails Pvt Ltd, 17 Shyama Prasad Mukherjee Rd,
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : Others
- Identified By Dipankar Chowdhury, son of Dulal Chowdhury, Boral Majher Para Garia, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste: Hindu, By Profession: Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 28/08/2014

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.-5,57,580/-

Certified that the required stamp duty of this document is Rs.- 27889 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 29/08/2014

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

Payment of Fees:



(Tridip Misra)



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 06758 of 2014
(Serial No. 06979 of 2014 and Query No. 1604L000014715 of 2014)

Amount by Draft

Rs. 6166/- is paid , by the draft number 066808, Draft Date 26/08/2014, Bank Name State Bank of India, JEEVAN DEEP, received on 29/08/2014

(Under Article : A(1) = 6127/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 29/08/2014)

Deficit stamp duty

Deficit stamp duty Rs. 27889/- is paid , by the draft number 066700, Draft Date 26/08/2014, Bank : State Bank of India, JEEVAN DEEP, received on 29/08/2014

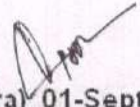
(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 38
Page from 2974 to 2989
being No 06758 for the year 2014.




(Tridip Misra) 01-September-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal