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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

002298

12/10
19/10

M.V 15, 12, 500/-

877881
 14/12/07
 60750/-
 23, 500/-
 25000

A-5489
 E- 7
 2- 55
 m.c. - 25
 m.c. - 4

 5580/-

11143/-

us
18/12/07

12/12

DEPARTMENT OF REVENUE
 RAJSHAHI
 18.12.07

DEED OF SALE

THIS INDENTURE is made on this the 15th day of
October, ...TWO THOUSAND SEVEN of the Christian Era BY AND
BETWEEN (1) SRIMATI DEBALAMOYEE MALLICK widow of Late Dulal

67794 11 OCT 2007

Sold to **PRIYA LAL DUTTA**
Advocate
High Court Calcutta
CIVIL MENT. NO. WB/355/S

12-10pm

15th Oct 07
by - Sushil Thunghunwala
one of the executants

Sushil Thunghunwala

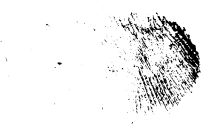


20412

For TRIDEV CONSTRUCTION

Sushil Thunghunwala

Partner



20413

For TRIDEV CONSTRUCTION

Ch. Prakash Thunghunwala

Partner



20414
P.T.O.

LTJ of Smt. Debalamoyee Mallick
by the Pen of Priya Lal Dutta, Advocate



20424

LTJ of Smt. Kamala Rani Ghosh
by the Pen of Priya Lal Dutta, Advocate

L. S. VERMA
HIGH COURT - CAL

15.10.07

Sushil Thunghunwala.
S/o Late K. Lal Thunghunwala.
On Prakash Thunghunwala.
S/o Late K. Lal Thunghunwala.
Both are Partners for
Tridev construction.
Office at P-829/1,
Lake Town, Block-A,
P.S. - Lake Town, Kol-89.

Debalamoyee Mallick.
W/o Late D. Ch. Mallick.
At Krishnapur Ghoshpara,
P.S. - Rajarhat, Kol-102. P.T.O.

Priya Lal Dutta.

Adv. H.C. Cal.

IDENTIFIED BY
Priya Lal Dutta.
Advocate
High Court Calcutta

15.10.07

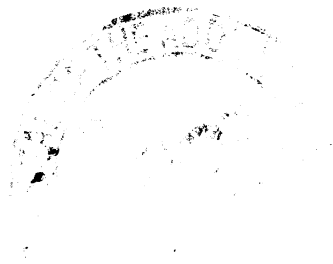
Chandra Mallick, by faith - Hindu, by occupation – Housewife, by Nationality – Indian, residing at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station – Rajarhat, Kolkata - 700 102, District North 24 – Parganas and **(2) SRIMATI KAMALA RANI GHOSH** wife of Sri Shibu Prasad Ghosh, by faith - Hindu, by occupation – Business, by Nationality – Indian, residing at Village – Sadhanpur, Post Office – Sadhanpur Uludanga, Police Station – Amdanga, District North 24 – Parganas, hereinafter jointly referred to and collectively called as **'THE VENDORS'** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

- A N D -

M/S. TRIDEV CONSTRUCTION, a Partnership Concern, having its principal place of business at P-829/1, Lake Town, Block – “A”, Police Station – Lake Town, Kolkata - 700089, represented by its any two of the three partners namely **(1) SRI SUSHIL JHUNJHUNWALA** son of Late Kishori Lal Jhunjhunwala, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at P-829/1, Lake Town, Block – “A”, Police Station – Lake Town, Kolkata - 700089, **(2) SRI CHETAN TEKARIWAL** son of Late Manna Lal Tekariwal, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 11, Rajani Kumar Sen Lane, Howrah – 711101 and **(3) SRI OM PRAKASH JHUNJHUNWALA** son of Late Kishori Lal Jhunjhunwala, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 336, Canal Street, Police Station - Lake Town, Kolkata – 700048, hereinafter referred to and called as **"THE PURCHASER"** (which term or expression shall unless otherwise excluded by or

Contd.....3.

Kamala Rani Ghosh.
W/o Shibu Prasad Ghosh.
At Vill-Sadhakpur,
P.S.-Andanga, 24 Pgs(N).



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repugnant to the context or subject be deemed to mean and include its successor or successors-in-office, legal representatives and assigns) of the **OTHER PART.**

WHEREAS the Vendors hereto are absolutely seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16. R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality hereinafter referred to as 'THE SAID PREMISES' more fully and particularly described in the Schedule hereunder written.

AND WHEREAS one Urmila Ghosh had owned the said premises **ALL THAT** piece or parcel of sali land measuring 26 cottahs 9 chittacks 41 square feet (0.44 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag Nos. 3176, 3177 and 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality.

AND WHEREAS the said Urmila Ghosh died intestate on 05.03.1963 leaving behind her only two daughters namely Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh as her legal



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heiresses and representatives of the said premises and her husband Manik Ghosh also died before the death of Urmila Ghosh.

AND WHEREAS the said Srimati Debalamoyee Mallick and Srimati Kamala Rani Ghosh became the absolute, true and lawful owners of the entire land mentioned above.

AND WHEREAS after death of Urmila Ghosh and Manik Ghosh the Vendors herein inherited being R. S. Dag No. 3178 measuring land 3 cottahs 0 chittack 18 square feet (0.5 satak) and the Vendors herein shall mutate their names in the records of Rajarhat – Gopalpur Municipality as absolute, true and lawful owners thereof.

AND WHEREAS the Vendors herein are in absolute and uninterrupted possession of the said premises just after obtaining the same by way of inheritance.

AND WHEREAS the Vendors herein thus are absolutely seized and possessed or otherwise well and sufficiently entitled to having right, title and interest of whatsoever in nature in the said premises **ALL THAT** piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality, hereinafter referred to as “**THE SAID PREMISES**” more fully and particularly described in the schedule set out herein below and delineated in the map or plan annexed hereto.

Contd.....5.

The Vendors have represented to the Purchaser as follows :-

- a) That excepting the Vendors nobody else has any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said Premises.
- b) That the said Premises is free from all encumbrances, charges, liens, lispendens, attachments, Mortgage, Power of Attorney, trusts, whatsoever or howsoever.
- c) That the Vendors have not entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises.
- d) That the said Premises is not subject to any notice of acquisition or requisition.

Relying on the aforesaid representations and believing the same to be true the Purchaser has agreed to purchase and acquire and the Vendors have agreed to sell and transfer **ALL THAT** piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality. The land is free from all encumbrances, charges, liens etc. whatsoever or howsoever at or for a total consideration of Rs.5,00,000/- (Rupees Five Lacs) only who hereby confirm the same for sale by signing this Deed of Conveyance hereof forever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the

Contd.....6.

said representations, declarations and confirmation of the Vendors and in consideration of the sum of Rs.5,00,000/- (Rupees Five Two Lacs) only of true and lawful money of the Union of India in hands of the **VENDORS** paid by the **PURCHASER** at or before the execution of these presents the receipt whereof the Vendors doth hereby admit and acknowledge from the payment of the same and every part thereof and by signing the memo of consideration admit, acknowledge, release and forever discharge the Purchaser the receipt of the said total amount of consideration money, the Vendors doth hereby grant, convey, transfer, sell confirm and assign unto the Purchaser **ALL THAT** piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180. Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality **TOGETHERWITH** all paths ways passages water courses drains compounds and all manner of former and other rights liberties easement privileges advantages appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anyway appertaining thereto or which the same or any part thereof or usually held occupied used or enjoyed or reputed to belong or appertaining thereto and the **REVERSION OR REVERSIONS REMAINDER OR REMAINDERS AND ALL THE** rents issues and profits thereof **AND ALL THE ESTATE RIGHT TITLE INTEREST** inheritance use property possession claim and demand whatsoever both at law and in equity of the

Contd.....7.

Vendors into upon and in respect of the said premises and every part thereof herein comprised and hereby granted sold transferred and conveyed and every part thereof.

TO HAVE AND TO HOLD in respect of the said premises being **ALL THAT** piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur Municipality more fully described in the schedule hereunder thereby sold conveyed transferred and assigned of otherwise assured or intended so to be unto and to the use of the Purchaser absolutely and forever **THE VENDORS** doth hereby covenant with the **PURCHASER** as follows :-

- a) That notwithstanding any act deed or thing done committed or knowingly suffered by him to the contrary the Vendors are lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby sold conveyed transferred and assigned as an absolute and indefeasible estate equivalent thereto free from all encumbrances whatsoever and that the Vendors have full power and absolute and indefeasible right and authority to sell grant convey and transfer of the said premises unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for the Purchaser at all times hereafter

Contd.....8.

peacefully and enjoy the said premises and receive the rents issues and profits thereof without any hindrance interruption disturbances claim or demand whatsoever by the Vendors or any person or persons claiming any estate right, title and interest from under through or in trust for the Vendors and freely and clearly and absolutely acquitted exonerated and forever discharges or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of and from against all charges and encumbrances whatsoever made done executed or occasioned by the Vendors.

- c) The Vendors and all person claiming any right title or interest in the said premises through from under or in trust for the Vendors shall and will from time to time hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such lawful acts deeds and things, whatsoever for further and more perfectly conveying and assuring the said premises fully described in the schedule hereunder written and every part thereof hereby granted unto the Purchaser as may be reasonably required according to the true intent and meaning of this deed and it shall be lawful for the Purchaser at all times hereafter to move pass and re-pass leading to and out of the said premises and lay down drains, sewerage, gas, electric, telephone lines, water connection pipes in and under the said Premises.

THE VENDORS doth hereby further covenant with the Purchaser that the Vendors shall hand over the copy of original title Deed and Parcha for the purpose of completion of sale of the said premises to the Purchaser

Contd.....9.

for its true, scope, information, effect and record thereof for proving the bonafide title of the Vendors in all respects whatsoever in nature. But the Vendors shall allow the Purchaser to examine title deed for the purpose of court cases and also for the other evidences and verification. It is made clear herein that the Vendors, shall upon receipt of the full consideration amount of Rs.5,00,000/- (Rupees Five Lacs) only and after the sale of the said premises to the Purchaser, has no further claim and demand whatsoever and the Purchaser shall be treated as the true lawful and absolute owner in respect of the said premises fully described in the schedule hereunder written after the registration of this present Deed of Conveyance.

The Purchaser doth hereby covenants with the Vendors that after registration and transfer of peaceful possession of the said premises to the Purchaser, the Vendors shall be relieved of any liabilities towards the Purchaser in respect of the said premises forever and shall have no further obligations to the Purchaser forever in respect of the said premises sold, transferred and conveyed.

THE SCHEDULE ABOVE REFERRED TO

(T H E L A N D)

ALL THAT piece or parcel of sali land measuring 3 cottahs 0 chittack 18 square feet (0.5 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3178, R. S. Khatian No. 552, J. L. No. 17, R. S. No. 180, Touzi No. 228/229, Mouza – Krishnapur, Additional District Sub-Registrar Office, Bidhannagar, Salt Lake City, Kolkata within the limits of Rajarhat - Gopalpur

Contd.....10.

Municipality and the said portion of land and building is delineated by "RED" Border in the map or plan annexed hereto, which is butted and bounded as follows:-

- ON THE NORTH** : By the land of Radha Kanta Ghosh and others.
- ON THE SOUTH** : By part of R. S. Dag No. 3177.
- ON THE EAST** : By public road.
- ON THE WEST** : By part of R. S. Dag No. 3173 and 3174.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals and signed on the day of the month and year first above written.


SIGNED AND SEALED AT KOLKATA


IN THE PRESENCE OF :

WITNESSES :

1. Subir Kumar Saha.
38/13, A. N. Saha Road
Kolkata - 700048.

2. Nityamanda Halder
DE-105, Narayantala East-
Bagerhati, Kolkata-59.


LTJ of Smt. Debalamoyee Hallick
by the Pen of Priya Das Saha,
Advocate.


LTJ of Smt. Kamala Kani Ghosh
by the Pen of Priya Das Saha, Advocate.

THE VENDORS.
For TRIDEV CONSTRUCTION

Sudhi Thakur

Partner

For TRIDEV CONSTRUCTION

Anuprasanna Thakur
Partner

THE PURCHASER.

Drafted and Identified by me :

Priya Das Saha
Advocate.

Bar Association, Room No. 1,
High Court, Kolkata.
Enrolment No. WB/355/80.

Admitted and acknowledged by the Vendors hereto that the within mentioned sum of Rs.5,00,000/- (Rupees Five Lacs) only have been received by within named Vendors in the manner mentioned within from the within named **PURCHASER** being the consideration money in full and final as per memo below :-

Rs.5,00,000.00

MEMO OF CONSIDERATION


1. By Bank Draft paid on different dates. Rs.5,00,000.00

Total : Rs.5,00,000.00


(Rupees Five Lacs only).

WITNESSES

1. Subir Kumar Saha.
38/13, A.N. Saha Road
Kolkata - 700048.


LTD of Smt. Debalamoyee Mallik
by the Pen of Priya Dasgupta,
Advocate.

2. Nityamanda Halder
DE-105, Narayentala East
Bajpali, Kolkata - 59.













LTD of Smt. Kamala Bani Ghosh
by the Pen of Priya Dasgupta,
Advocate.

SIGNATURE OF THE VENDORS.












SPECIMEN FOR TEN FINGERPRINT

Signature of the Presentants/Executants with photograph.












Sl. No.

 <i>Sushil Thakur</i>					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :- *Sushil Thakur*

 <i>Lt. Debajayee</i>					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :- *Lt. Debajayee Mallick by the pen of Priya Saha, Advocate*












 <i>Anuprakash Thakur</i>					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :- *Anuprakash Thakur*

SPECIMEN FOR TEN FINGERPRINT

Signature of the Presentants/Executants with photograph.

Sl. No.

					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :- LTP of smt. Kamala Kauri gesh by the pen of Priya datta Advocate.

	Little	Ring	Middle (Left)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :-

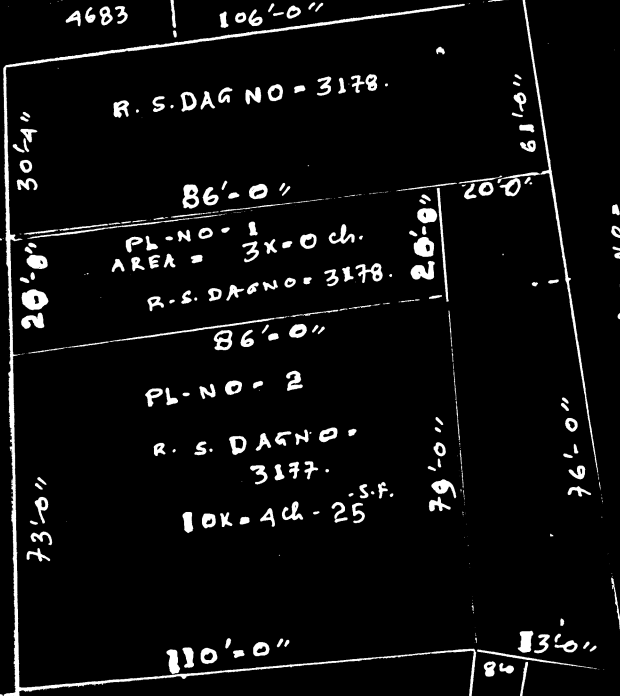
	Little	Ring	Middle (Left)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :-

SITE PLAN OF LAND AT MOUZA - KRISHNAPUR; J.L. NO - 17; R.S. NO - 180
TOUJI. NO - 228/229; IN R.S. KHATIAN NO - 552; R.S. DAG NO - 3178;
UNDER - RAJARHAT; DIST NORTH 24 PARGANAS; SCALE - 1" = 40'0"
UNDER - RAJARHAT GOPAL PUR MUNICIPALITY; WARD NO - 16

LAND SOLD TO: - TRIDEVE CONSTRUCTION; PL-NO - 1 - AREA = 3K-0ch.
LAND SOLD BY: - 1. SMT - DEBALAMAYI MALLICK; 2. KAMALA RANI GHOSH.

R.S. DAG NO - 4683 | R.S. DAG NO - 3348 -
 106'-0"



R.S. DAG NO - 3172.

R.S. DAG NO - 3349

R.S. DAG NO - 3173

PL-NO - 3
 R.S. DAG NO -
 10K-4ch-25 S.F.

R.S. DAG NO - 3350

R.S. DAG NO - 3174

86'-0" R.S. DAG NO - 3176.
 PL-NO - 3A. NO -
 3K-0ch.

R.S. DAG NO - 3351

R.S. DAG NO - 3175

Drawn by A. Mandal

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I
170 17
10270
2007

DATED THIS..15th..DAY OF...October...2007.

B E T W E E N

SRIMATI DEBAL AMOYEE MALLICK AND ANOTHER.

...THE VENDORS.

- A N D -

M/S. TRIDEV CONSTRUCTION.

....THE PURCHASER.

C O N V E Y A N C E

ms
8.2.08

MR. PRIYA LAL DUTTA, ADVOCATE

BAR ASSOCIATION, ROOM NO.1.

HIGH COURT, KOLKATA.

Security
8.2.08