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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

002297

12/10
A/C

M. No 51, 42, 362

899883
 14/12/07
 299960/-
 23,500/-

A-10989
 E-7
 2-55
 m(a)-25
 m(i)-4

 11080/-

899883
 14/12/07
 299960/-

875760
 875760

45573/-

10000
45000

12/12

18/12 for

18.12.07
 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 SRIMATI DEBALAMOYEE MALLICK widow of Late Dulal

Contd.....2.

67795

11 OCT 2007

PRIYA LAL DUTTA
Advocate

High Court Calcutta

REGISTRATION NO. WB/262

12-10-07

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

Sushil Jhunghunwala

20412

For TRIDEV CONSTRUCTION
Sushil Jhunghunwala
Partner

20413

For TRIDEV CONSTRUCTION
Om Prakash Jhunghunwala
Partner

20414

LTG of Smt. Debasamoyee Mallick by
the Pen of Priya Lal Dutta, Advocate.

15.10.07

Sushil Jhunghunwala.
s/o late K. Lal Jhunghunwala.
Om Prakash Jhunghunwala.
s/o late K. Lal Jhunghunwala.
Both are Partners for
Tridev construction.

office at P-829/1,
Lake Town, Kol-89.
P.S. - Lake Town.
Debasamoyee Mallick.
w/o late D. Ch. Mallick.
At Krishnapur Ghoshipara,
P.S. - Rajshahi, Kol-102.

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, hereinafter referred to and called as **'THE VENDOR'** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include her 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 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 Vendor hereto are absolutely seized and possessed

Contd.....3.

ADDL

of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of sali land measuring 10 cottahs 4 chittacks 25 square feet (0.17 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. 3177, 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 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 thereafter Srimati Kamala Rani Ghosh wife of Sri Shibu Prasad Ghosh had sold, transferred and conveyed her share in respect of R. S. Dag No. 3177 measuring land 10 cottah 4 chittacks 25 square feet (0.17 satak) in favour of Sri Dulal Chandra Mallick son of Late Netai Lal Mallick, residing at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata - 700 102, District North 24-Parganas by way sale against valuable consideration by or under a Deed of Conveyance dated 09.07.1982 and registered with the Sub-Registrar, Cossipore, Dum Dum and recorded therein being Book No. 1, Volume No. 302, Pages – 61 to 69 and Deed No. 6520 for the year 1982 keeping her only land in R. S. Dag No. 3178 measuring 1 cottah 8 chittacks for her absolute use and occupation.

AND WHEREAS after the sale of share of Srimati Kamala Rani Ghosh the remaining portion of the said R. S. Dag No. 3177 measuring 10 cottahs 4 chittacks 25 square feet belong to Srimati Debalamoyee Mallick by way of inheritance and shall mutate her name in the records of Rajarhat – Gopalpur Municipality as absolute, true and lawful owner thereof.

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

AND WHEREAS the Vendor herein thus is 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 10 cottahs 4 chittacks 25 square feet (0.17 satak) be the same a little more or less lying and situate at Krishnapur Ghoshpara, Post Office – Krishnapur, Police Station - Rajarhat, Kolkata –

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700 102, District North 24-Parganas, Ward No. 16, R. S. Dag No. 3177, 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.

The Vendor has represented to the Purchaser as follows :-

- a) That excepting the Vendor 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, lispensens, attachments, Mortgage, Power of Attorney, trusts, whatsoever or howsoever.
- c) That the Vendor has 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 Vendor has agreed to sell and transfer **ALL THAT** piece or parcel of sali land measuring 10 cottahs 4 chittacks 25 square feet (0.17 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. 3177, R. S. Khatian No. 552, J. L.

Contd.....6.

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.10,00,000/- (Rupees Ten 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 said representations, declarations and confirmation of the Vendor and in consideration of the sum of Rs.10,00,000/- (Rupees Ten Lacs) only of true and lawful money of the Union of India in hands of the **VENDOR** paid by the **PURCHASER** at or before the execution of these presents the receipt whereof the Vendor 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 Vendor doth hereby grant, convey, transfer, sell confirm and assign unto the Purchaser **ALL THAT** piece or parcel of sali land measuring 10 cottahs 4 chittacks 25 square feet (0.17 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. 3177, 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

Contd.....7.

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 Vendor 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 10 cottahs 4 chittacks 25 square feet (0.17 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. 3177, 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 VENDOR** 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 Vendor are lawfully and rightfully seized and possessed of or otherwise well and

Contd.....8.

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 Vendor 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 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 Vendor or any person or persons claiming any estate right, title and interest from under through or in trust for the Vendor and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor 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 Vendor.
- c) The Vendor and all person claiming any right title or interest in the said premises through from under or in trust for the Vendor 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

Contd.....9.

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 VENDOR doth hereby further covenants with the Purchaser that the Vendor 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 for its true, scope, information, effect and record thereof for proving the bonafide title of the Vendor in all respects whatsoever in nature. But the Vendor 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 Vendor, shall upon receipt of the full consideration amount of Rs.10,00,000/- (Rupees Ten 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 Vendor that after registration and transfer of peaceful possession of the said premises to the Purchaser, the Vendor 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.

Contd.....10.

THE SCHEDULE ABOVE REFERRED TO

(T H E L A N D)

ALL THAT piece or parcel of sali land measuring 10 cottahs 4 chittacks 25 square feet (0.17 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. 3177, 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 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 part of R. S. Dag No. 3178.
- ON THE SOUTH** : By land of M/s. Tridev Construction and Sri Rakhal Ghosh.
- ON THE EAST** : By public road.
- ON THE WEST** : By part of R. S. Dag No. 3173 and 3174.

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Contd..... 11.

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.



LTD of sub. Debalamoyee Hallick
by the Pen of Priya Das Saha,
Advocate.

2. Nityananda Halder
DB-105, Narayanatala East
Bagenhati, Kolkata - 59.

THE VENDOR.

For TRIDEV CONSTRUCTION

Sushil Chatterjee

Partner

For TRIDEV CONSTRUCTION

Anurag Kumar Chatterjee
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 Vendor hereto that the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lacs) only have been received by within named Vendor in the manner mentioned within from the within named **PURCHASER** being the consideration money in full and final as per memo below :-

Rs.10,00,000.00

MEMO OF CONSIDERATION

1. By Bank Draft paid on different dates. Rs.10,00,000.00


Total : Rs.10,00,000.00

(Rupees Ten Lacs only).

WITNESSES

1. Subin Kumar Saha.
78/13, A.N. Saha Road
Kolkata - 700 48.

2. Nityananda Halder
DE-105, Narayanpura East -
Rajpur, Koinali - 59.













LTD of Smt. Debalanjanee Mallik
by the Pen of Priya Sen Datta,
Advocate.

SIGNATURE OF THE VENDOR.












SPECIMEN FOR TEN FINGERPRINT

Signature of the Presentants/Executants with photograph.












Sl. No.

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

ATTESTED :- *Sushil Thanthwale*

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

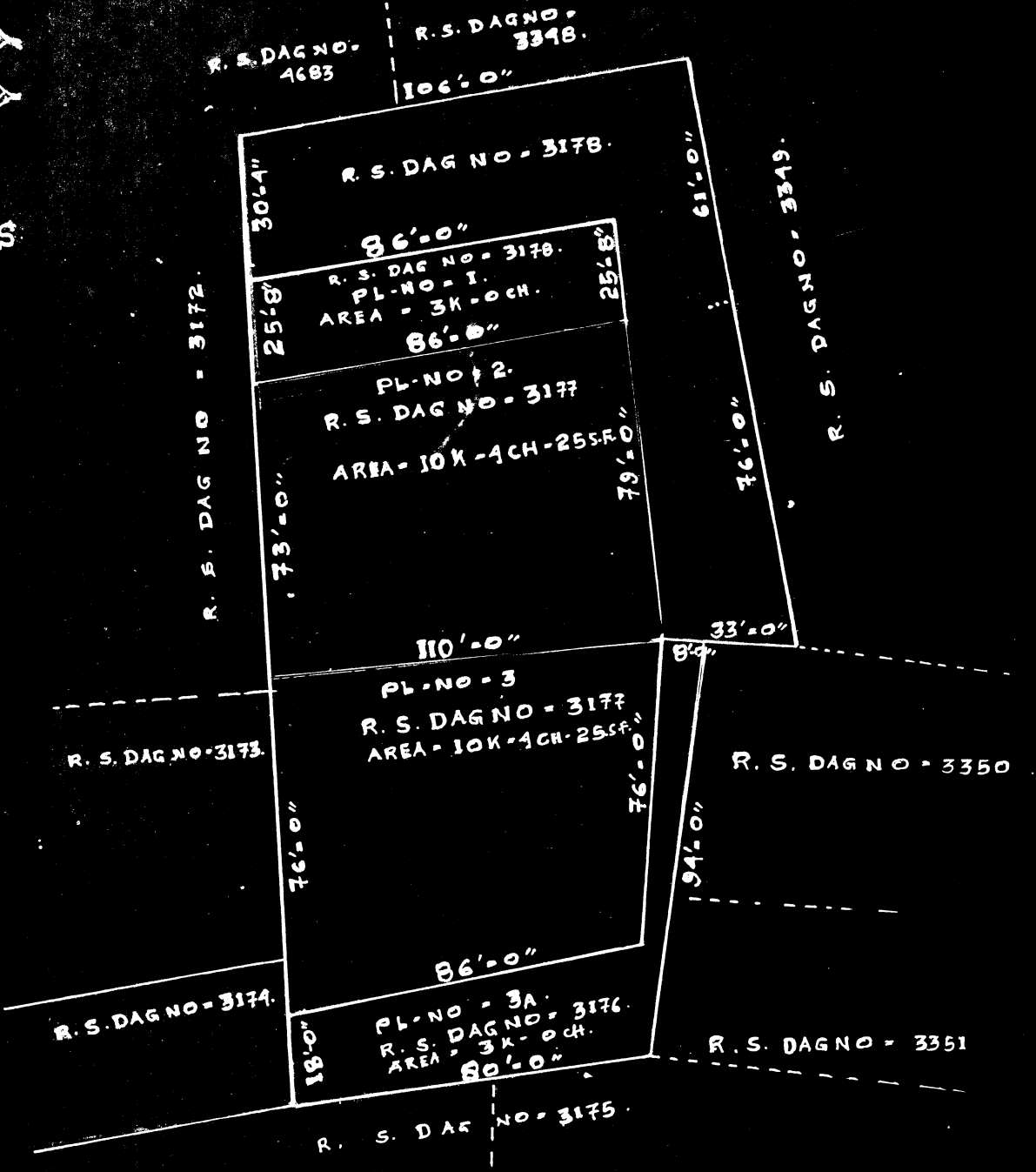
ATTESTED :- *Lt. Col. Delwalanayee Hallick by the Pen of Pragna D. Datta, Advocate.*

 <i>Anurag Prakash Thun Thunwale</i>					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

ATTESTED :- *Anurag Prakash Thun Thunwale*

SITE PLAN OF LAND AT MOUZA - KRISHNA PUR; JL. NO - 17; R.S. NO 180; TOUJINO - 228/229; INR.S. KHATIAN NO - 552 ; R.S. DAG NO - 3177; UNDER - P.S RAJARHAT; DISTRICT - NORTH 24 PARGANAS UNDER - RAJARHAT GOPAL PUR MUNICIPALITY; WARD NO - 16 ; LAND SOLD TO - TRIDEVE CONSTRUCTION. SCALE - 1" = 40' 0" LAND SOLD BY: - SMT-DEBALA MAYE MALLICK;

PL - NO - 2; AREA - 10K-1CH-25S.F.



DRAWN BY A. Mondal.

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2007

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

B E T W E E N

SRIMATI DEBALAMOYEE MALLICK.

...THE VENDOR.

- A N D -

M/S. TRIDEV CONSTRUCTION.

....THE PURCHASER.

uu

8.2.08

C O N V E Y A N C E



MR. PRIYA LAL DUTTA, ADVOCATE

BAR ASSOCIATION, ROOM NO.1.

HIGH COURT, KOLKATA.

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8.2.08

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