

14

2 H157 28/8/06

নং H157
ক্রেতার নাম...
সং...
চাকার নাম...
চাকার মূল্য...
চাকার ভেতরের খাকর...
বিধান নম্বর (সেটিসেক পট)...
এ. ডি. এন. আর. অফিস

ARUN KR. BHOWMICK
ADVOCATE
HIGH COURT, KOLKATA

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চালান নং
মোট টাকার কত ভাগ... 17 AUG 2006
এই চালান নং-এ মোট কত টাকার
টাকার খরিদ করা হয়েছিল... 180000
ক্রেতার নাম...
ভেতর - দিতা দত্ত

1) Tapan Kumar Mondal
50/4 Gitanendra Nath Mondal
Kshudiram Bose Sarani
KOL-37
2) Haripada Sarkar
50/4 Adhar Sarkar
District - North 24 Parganas
by Caste - Hindu/Muslim/Christian
by Profession...

received for Registration on...
on the... day of...
at... of the Sadar Registration
Office at Barasat by...
one of the Executant / Claimant
- Tapan Kumar Mondal

[Handwritten signature]
Registrar No 1
North 24 Parganas
(D. S. R.-I)

Santosh Mondal
50/4 Sahib Mondal
Kawajara
District - North 24 Parganas
by Caste - Hindu/Muslim/Christian
by Profession...

2823
- Tapan Kumar Mondal. 1-8 SEP 2006

[Fingerprint]
2824
Haripada Sarkar
by the pen of

Registrar No 1
North 24 Parganas
(D. S. R.-I)
1-8 SEP 2006
Santosh Mondal
50/4 Santosh Mondal
POXVIII - Gouranga Nagar
KOL-59
Business

Santosh Mondal
POXVIII -

A N D

MULTIPLEX ADVISORY PVT. LTD., a limited company, registered under the Companies Act, 1956, having its office at 20, Loudon Street, Kolkata - 700 016, represented by its Director **SRI PRASANT NAYAK** son of Sri Prafulla Kumar Nayak, hereinafter called the **PURCHASER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**.

A N D

HARIPADA SARKAR son of Late Adhar Sarkar, by faith - Hindu, by Occupation - Cultivation, residing at Ghuni, Police Station - Rajarhat, in the District of 24-Parganas (North), Indian Citizen, hereinafter called the **CONFIRMING PARTY**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS one Jitendra Nath Mondal was well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 10 Bighas 03 Cottahs 06 Chittaks comprised in R.S. Dag No. 2702 under R.S. Khatian No. 1294, at Mouza - Ghuni, Police Station - Rajarhat, in the District of 24-Parganas (North), by virtue of Revisional records of right.

AND WHEREAS Jitendra Nath Mondal died intestate leaving behind him the following legal heirs and representatives in the manner as follows: -

- | | | | |
|-----|---|---|-----------------------|
| (1) | Sourav Bala Mondal | - | wife of the deceased. |
| (2) | Tapan Kumar Mondal | - | son of the deceased. |
| (3) | Ashok Kumar Mondal | - | son of the deceased. |
| (4) | Dilip Kumar Mondal alias
Ganesh Chandra Mondal | - | son of the deceased. |

- (5) Gouri Naskar - daughter of the deceased.
- (6) Chabi Naskar - daughter of the deceased.
- (7) Manjula Naskar - daughter of the deceased.
- (8) Namita Sarkar - daughter of the deceased.

AND WHEREAS upon the death of Jitendra Nath Mondal the legal heirs and representatives named hereinabove became entitled to the rights, title and interest of the aforesaid land by Hindu Law of Succession to which Jitendra Nath Mondal was governed at the time of his death each having undivided $1/8^{\text{th}}$ share thereof.

AND WHEREAS Smt. Sourav Bala Mondal and five others filed a title suit being No. 43 of 1983 before the Ld. Second Court of subordinate judge at Alipore against Sri Dilip Kumar Mondal alias Ganesh Chandra Mondal and Ashok Kumar Mondal for partition of the properties.

AND WHEREAS for intervention of the well wishers of the parties they have mutually partitioned their property by a compromise petition and thus Sri Tapan Kumar Mondal became the owners of 73 Satak of land out of 06 Acre 58 Satak comprised in R.S. and L.R. Dag No. 2702 under R.S. Khatian No. 1294 and duly mutated her name in the records of B.L. and L.R.O. under L.R. Khatian No. 885.

AND WHEREAS Sri Tapan Kumar Mondal, the Vendor herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area **73 Satak** of land out of 06 Acre 58 Satak comprised in R.S. and L.R. Dag No. **2702** under R.S. Khatian No. **1294**, L.R. Khatian No. **885**, at Mouza - Ghuni, Police Station - Rajarhat, in the District of 24-Parganas (North).

AND WHEREAS Haripada Sarkar, the Confirming Party herein, is the recorded possessor of the aforesaid land and he is hereby declare that he was never in possession and/or occupation and he has no right, title and

interest in the aforesaid land. The said Confirming Party is hereby confirm the sale unto the purchaser on signing in these presence.

AND WHEREAS the Vendor has agreed to sell, the Confirming Party has agreed to confirm, and the Purchaser has agreed to purchase the said plot of Bastu land measuring an area **05 Cottahs 08 Chittaks 00 Sq.ft.**, with one tile shed structure out of 06 Acre 58 Satak being plan plot No. **"E-1"** comprised in R.S. & L.R. Dag No. **2702** under R.S. Khatian No. **1294**, L.R. Khatian No. **885**, more fully and particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto and bordered RED thereon at or for the price of **Rs. 2,75,000/-** (Rupees Two Lacs Seventy Five Thousand) only.

NOW THIS INDENTURE WITNESSETH THAT:

I. In pursuance of the said agreement and in consideration of the said sum of **Rs. 2,75,000/-** (Rupees Two Lacs Seventy Five Thousand) only paid by the Purchaser to the Vendor at or before the execution of these presents (receipts whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the said plot of Land), the Vendor doth hereby grant, sale, transfer, convey, assign and assure and the Confirming Party hereby confirm, unto the Purchaser the said plot of land i.e. **ALL THAT** the piece or parcel of Bastu Land admeasuring an area **05 Cottahs 08 Chittaks 00 Sq.ft.**, with one tile shed structure out of 06 Acre 58 Satak being plan plot No. **"E-1"** comprised in R.S. & L.R. Dag No. **2702** under R.S. Khatian No. **1294**, L.R. Khatian No. **885**, at Mouza - Ghuni, P.S. Rajarhat in the District of 24-Parganas (North), morefully described in the schedule hereto and delineated and demarcated on the Map or Plan annexed hereto and bordered "RED" thereon and hereinbefore as well as hereafter called "the said plot of land" **OR HOWSOEVER OTHERWISE** the said plot of land now is or at any time hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water

courses, trees, bushes, hedges, fixtures, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said plot of land or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be **AND** all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into, upon or in respect of the said plot of land or any part thereof which now is or were or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said plot of land all and singular, the lands hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, bargadars (share-croppers), requisitions, acquisitions, vestings and alignments whatsoever;

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

i) That notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of his predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the Vendor are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said plot of land and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid;

ii) AND THAT notwithstanding any act, deed, matter, or thing done as aforesaid, the Vendor now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said plot of land and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;

iii) AND THAT the said plot of land and all other properties, rights and benefits hereby granted, sold, conveyed, assigned and assured or expressed or intended so to be and each of his is now free from all encumbrances, demands, claims, bargas, charges, liens, attachments, vestings, leases, lispensens, uses, debutters or trusts made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the said plot of land from under or in trust for the Vendor;

iv) AND THAT the Vendor has, at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the said plot of land to the Purchaser and the Vendor has no claim of any nature whatsoever against the Purchaser;

v) AND THAT the Purchaser shall and may from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the said plot of land and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor;

vi) AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendor, well and sufficiently entitled saved

and indemnified of, from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendor or any of its predecessors-in-title or any person lawfully or equitably claiming as aforesaid;

vii) AND THAT the Vendor shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, bargas, vesting, attachments, lispendens, uses, debutters, trusts, claims and demands or any and every nature whatsoever by or against the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the said plot of land or any part thereof;

viii) AND ALSO THAT the Vendor and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said plot of land or any part thereof from 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 and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said plot of land and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required;

ix) AND ALSO THAT the Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said plot of land and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;

x) The Confirming Party hereby confirming the sale unto the purchaser and he further declares that he or his legal heirs will not claim any right, title and interest in the aforesaid land.

SCHEDULE OF THE PROPERTY

(The said plot of land)

ALL THAT, piece or parcel of "BASTU" land measuring an area **05 Cottahs 08 Chittaks 00 Sq.ft.**, with one tile shed structure (Dwelling Unit) measuring an area 100 Sq.ft., being plan plot No. "**E-1**" comprised in R.S. & L.R. Dag No. **2702** under R.S. Khatian No. **1294**, L.R. Khatian No. **885**, at Mouza - Ghuni, P.S. Rajarhat, within the limit of Gram Panchayet, Addl. Dist. Sub-Registrar Office Bidhannagar, and according to the settlement Record of rights finally published the plot is comprised at Pargana - Kalikata, J.L. No.23, in the District of 24-Parganas (North).

<u>R.S. & L.R. Dag No.</u>	<u>Total Land area</u>	<u>Sold Area</u>
2702	658 Sataks	05 Cottahs 08 Chittaks 00 Sq.ft.

The Said Plot is delineated in the map or plan annexed hereto and bordered **RED** thereon and butted and bounded as follows:

ON THE NORTH	: Part of R.S. Dag No. 2702.
ON THE SOUTH	: Plan Plot No. E-2.
ON THE EAST	: Plan Plot No. D & Part of R.S. Dag No. 2701.
ON THE WEST	: Plan Plot No. E & Part of R.S. Dag No. 2702.

IN WITNESS WHEREOF, the VENDOR has executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR At Kolkata in presence of: -

1. Santosh Mondal
P.O. VIII. Gourangnagar.
K01-59.

Tapam Kumar Mondal

SIGNATURE OF THE VENDOR

2. Navendra Nath Sarkar
5/3, Purba Phul Bagam
P.O. Bagha Jasin
Lalculi-700052

Harekripada Sarkar

by the pen of

Santosh Mondal












SIGNATURE OF THE CONFIRMING PARTY

18

SIGNATURE OF THE
PRÉSENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Haseepada Sasekase</i> By the pen of <i>Sandorl Mondal</i>	LH.					
	RH.					

ATTESTED :

 <i>Tapan Kumar Mondal</i>	LH.					
	RH.					

ATTESTED :

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 20px auto; text-align: center; line-height: 100px;">PHOTO</div>	LH.					
	RH.					

PRASANT NAYAK

SPECIMEN FOR TEN FINGERPRINTS

Sl. No. Signature of the Executans.



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PRASANT, NAYAK PRASANT, NAYAK

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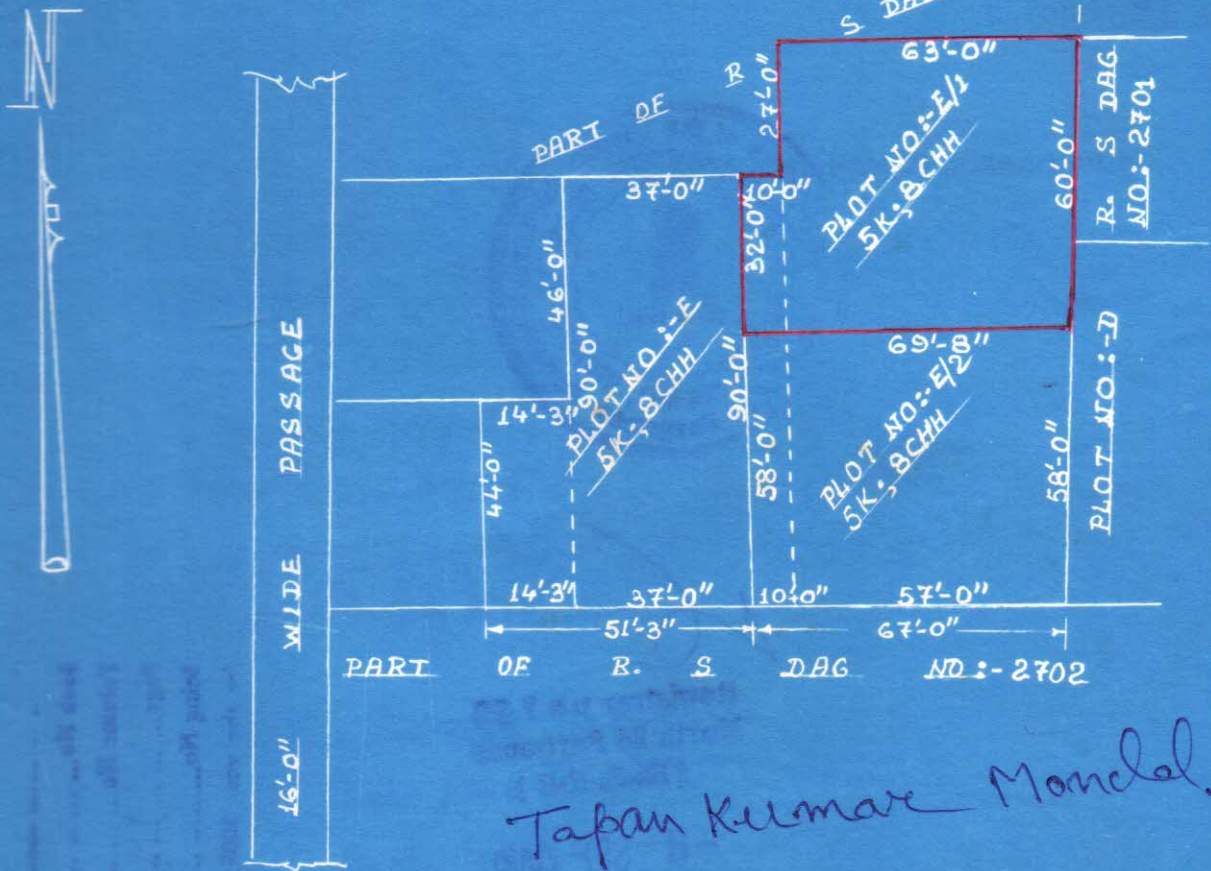
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SITE PLAN OF LAND AT PART OF MOUZA:-GHUNI, J.L.
 NO:-23; R.S.NO:-232; R.S.DAG NO:-2702; R.S.KHATI
 AN NO:-1294; P.S:-RAJARHAT; DIST:-NORTH 24 PARGANAS
 SOLD AREA IN RED BORDER; SCALE:-40'=1"
 PLOT NO:- LAND AREA:- 5K, 8 CHH



Tapan Kumar Mondal

Hari Prada Saha

By the Pen of

Santosh Mondal

by the pen of



Handwritten signature

Registrar u/s 7 (B)
North 24 Parganas
(D.S.R-II)

- 8 SEP 2006

Registrar u/s 7 (B)
North 24 Parganas
(D.S.R-II)



Book No.
Volume No.
Page No. 1549
Serial No. 89267
Date of the year 2005

MEMO OF CONSIDERATION

Paid by Pay order No. 574646 dated 7.9.2006
on Standard Chartered Bank, Kolkata Branch

Rs. 2,75,000/-

Total **Rs. 2,75,000/-**

(Rupees Two Lacs Seventy Five Thousand) only.

Witness: -

1. *Handwritten signatures and names in Bengali script.*
2. Narendra Nath Sarker
5/3 Purba Phul Bagan
P.O. Bagha Jatin
Calcutta - 700026

Tapan Kumar Mondal
SIGNATURE OF THE VENDOR

Drafted by: -

Handwritten signature of Arun Kumar Bhaumik
ARUN KUMAR BHAUMIK (Advocate)
Kolkata High Court
Registration No.905/1983
63/21, Dum Dum Road, Kol-74
Surer Math, Dial 2529-2531.

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Registrar u/s 7 (a)
 North 24 Parganas
 (D. S. R-II)

- 8 SEP 2006

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 For the year 2005.. ..



Registrar u/s 7 (a)
 North 24 Parganas
 (D. S. R-II)

12/03/2006