

28.02.07 18. Deep fal Consultancy Rx Low 48/1A . Fr. Swresh Sarkor RD Kor- 200014 6029 = 1000/a South 24 Pargames Moother chilan Dist Sub. Register - IB Alipur South 24 Parganas Masked ch. Jan - 1 MAR 2007 MADHAB CH. PAUL BharalSeathell Symania Bhonomiex sport por se pindra tra 30 2....8. Doe on one mile wint south 21 para Raine Casto Lindu/Area Col - 7000/4. the howenick Swank Bhownich So Lak Sachindre Kr. Rhoromich 382/8 Doctor Lane Kolkahur 700014 Rusiness. Alipur South 24 Parganas - 1 MAR 2007

#### AND

M/S. DEEP PAL CONSULTANCY PVT. LTD, a company incorporated under the Companies Act, having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.S. – Beniapukur, Kolkata – 700 014, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context hereof be deemed to include its successors-in-office, legal representatives and/or assigns) of the OTHER PART.

WHEREAS the landed properties comprising danga, land, bastu, measuring more or less 6.33 sataks appertaining to C.S. Dag No. 600 to 603 and 633 to 638 under Khatian No. 196/1, in Mouza Dhakuria, P.S. – Kasba, under the jurisdiction of the Calcutta Municipal Corporation, Ward No. 91, Collectorate Touzi No. 230, 233 within the District of 24 – Parganas (South) belonged to the Estate Maharaja Prabindra Mohan Tagore.

AND WHEREAS by a registered patta by Late Prodyot Kumar Tagore on 22<sup>nd</sup> March, 1912, one Benoy Krishna Banerjee and his brother Sudhin Chandra Banerjee took out the Mourashi Mokrari Settlement of the said property measuring 6.33 Satak.



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AND WHREAS the said Benoy Krishna Banerjee died leaving behind as heirs to his estate in undivided share his widow Smt.

Nanda Rani Devi and his three sons, viz. Mani Mohan Banerjee,

Shanti Kumar Banerjee and Sunil Kumar Banerjee.

**AND WHEREAS** for better enjoyment by the co-sharers of the respective property by meted and bounds the aforesaid Santi Kumar Banerjee brought a partition suit in Alipore being Title Suit No. 49 of 1939 in the Hon'ble 2<sup>nd</sup> Sub-Judge's Court, Alipore.

**AND WHEREAS** a compromise petition for an amicable settlement and petition was filed in the said Suit on 17th August, 1939.

appointed by the Court on Common Consent to make an award with a partition plan among the parties and these were submitted by them in Court and the said 2<sup>nd</sup> Sub-Judge Court passed a final decree on that basis on 9<sup>th</sup> February, 1940 and Sunil Kumar Banerjee the aforesaid third son of Late Benoy Krishna Banerjee became the sole and absolute owner of all the properties marked "L" in the partition plan submitted among with the award and made a part of the decree aforesaid.



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AND WHEREAS the said Sunil Kumar Banerjee by a registered Conveyance dated the 19th November, 1945 sold and conveyed more or less eight cottahs twenty square feet of land out of this said property (marked "L" in the said partition plan), formed out of the C.S. Dag No. 600, Mouza – Dhakuria, for the consideration therein mentioned unto the in favour of one Dr. Purna Chandra Mahanti of No. 59, South End Park, P. S. – Tollygunge.

AND WHEREAS the said Dr. Purna Chandra Mahanti by another registered conveyance dated the 20th July, 1948 sold, conveyed and transferred to one Manamohan Chakraborty (Registered in Book No. I, Volume No. 54, Pages 66 to 71, Being No. 2891 of 1948) three cottahs twenty two square feet (3 cottahs 22 sft) acquired land with all rights of easements etc and formed out of his said C.S. Dag No. 600.

AND WHEREAS by another conveyance bearing date the 2<sup>nd</sup> November, 1950 the said Purna Chandra Mahanti, sold conveyed and transferred to the said Monomohan Chakraborty (Registered in Book No. I, volume No. 19, Pages 213 to 216 Being No. 1951 of Sub-Registry Alipore) 7 chataks 9 square feet land out of his balance acquired land as aforesaid with all easement and other rights and formed out the aforesaid C.S. Dag No. 600.



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AND WHEREAS by a further registered conveyance dated the 21st October, 1951 executed by Smt. Nandarani Devi widow of Late Benoy Krishna Banerjee, Santi Kumar Banerjee as also Smt. Annapurna Devi, widow of Late Mani Mohan Banerjee for self and on behalf of the minor sons and guardians (Registered in Book No.- I, Volume No.116, Pages 141 to 145 Being No. 6853 of 1951 of Sub-Registry – Alipore), the said Manomohan Chakraborty acquired for consideration therein mentioned a further area of one katha two chataks comprising low land area with all rights, easement attached to this already acquired land.

AND WHEREAS by another registered conveyance dated 21st October, 1951 the said Monomohan Chakraborty further acquired from the aforesaid Sunil Kumar Banerjee for consideration therein mentioned and registered in Book No. I, Volume No. 19, pages 213 to 216 being No. 734 of 1951 of Sadar Joint Sub-Registry, Alipore.

ALL THAT the piece or parcel of land measuring more or less 8 chataks (eight chattak) on the western side of existing tank and attached with the Monomohan Chakraborty already acquired land and area as aforesaid with all rights of easements and filling up, fenoing and improvements.



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and transferred to one Sri Harigopal Mukherjee 5 kattas 1 chattak 31 square feet more or less of land with all rights of easements, passages and appurtenances thereto by a registered conveyance dated 28th February, 1963 by and under a registered deed vide Book No.- I, Volume No.- M-12, pages 218 to 225, being No. 1007 of 1963.

AND WHEREAS said Harigopal Mukherjee absolutely seized and possessed of ALL THAT the piece of land measuring more or less 5 (five) cottahs 1(one) chittak 31(thirty one) square feet, hereinafter called the said property, and otherwise well sufficiently to it free from all encumbrances, charges or lien and with all rights of passage, roads, easements and benefits.

AND WHEREAS the said Harigopal Mukherjee developed the said property, and constructed a pucca structure on it as per sanctioned building plan from the Corporation of Calcutta.

AND WHEREAS said Harigopal Mukherjee sold, conveyed and transferred his said property along with the structure thereon in favour of one Smt. Reba Chakraborty by a registered conveyance which was Registered in the Office of D.S.R. Alipore and recorded in Book No. I, Volume No. 148, pages 208 to 220, Being No 5827 for the year 1980.



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absolute owner thereof, said Smt. Reba Chakraborty, sold, conveyed and transferred the said property being municipal premises no. 42, Sarat Ghosh Garden Road, P. S. – Kasba, Kolkata – 700 031, in favour of Sri. Bhairab Sadhukhan, the vendor herein, which was registered before the D.S.R. Alipore, South 24 Parganas and recorded in Book No. – 1, Vol. No. – 10, Pages- 7039 to 7061, Being No. 02792, for the year 2003.

AND WHEREAS after purchasing the same the Vendor, Sri. Bhairab Sadhukhan, seized and possessed and partly occupied of the said property and the rest of the portion occupied by the tenants.

agreed to sell and the purchaser has agreed to purchase all that of the said land measuring more or less 5 cottahs 1 chittaks 31 square feet along with the two storied dilapidated structure measuring 2500 square feet at the premises being No. 42, Sarat Ghosh Garden Road, Dhakuria, P. S. – Kasba, Calcutta – 31, Ward No. 91, of K.M.C. at or for the consideration of Rs.20,00,000/-(Rupees twenty lacs) only.



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NOW THIS INDENTURE WITHNESSETH that the Purchaser has paid the sum of Rs. 20,00,000/- (Rupees twenty lacs) only to the Vendor in the manner more fully mentioned in the Memo of Consideration hereunder written on or before execution of these presents, the receipt whereof the Vendor doth admits and acknowledges hereby and the Vendor doth hereby grant convey transfer, assign, and assure unto the purchaser free from all encumbrances, charges or lien, whatsoever, ALL THAT the hereditaments and premises bearing No. 42, Sarat Ghosh Garden Road, Dhakuria, P. S. - Kasba, Ward No. 91, under the Kolkata Municipal Corporation, Kolkata - 700 031, containing an old dilapidated tenanted pucca structure and land measuring more or less 2500 square feet together with the land measuring an area of more or less (5) five cottah (1) one chittack and (31) thirty one square feet more particularly described in schedule hereto and delineated in the plan annexed hereto or HOWSOEVER OTHERWISE the said premises or any part thereof nor is or any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all benefits, advantages, amenities, improvements of the property and all right of ways, paths, passages, drains, lights, privileges, easements, appendages, and appurtenances whatsoever, to the said plot of land and building belonging or in any wise appertaining or reputed or known to be part and parcel or member thereof which now is or



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are heretofore were or was hold used occupied or enjoyed therewith and the reversions, remainder or reminder or reminders, rents, issues, and profits thereof and all the estate, right, title, interest property, claim and demand of the Vendor into out of and upon the land and structure and every part thereof TO HAVE AND TO HOLD the same, as it stands now as is where is, unto the Purchaser absolutely and for ever, and the Vendor doth hereby covenant with the Purchaser that notwithstanding anything done, omitted or knowingly suffered the Vendor has full power to grant, convey and assure the said land and structure and premises herein before expressed to be hereby granted conveyed and assured unto the purchaser in manner aforesaid alongwith all rights, titles, interest, claim herein conveyed, granted and assured, and that the purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof and receive and realise the rents, issues, and profits thereof without any eviction, interruption claim, or demand, whatsoever by the Vendor or his predecessor in interest or any person or persons claiming lawfully or equitably from under or in trust for him AND that discharged from or otherwise by the Vendor sufficiently indemnified against any and all encumbrances, claims, demands created by him or any person aforesaid AND the Vendor will at all times hereafter, at the cost of the purchaser or any person through him, requiring the same, execute and do all such acts, deeds, and assurances for further and more effectually assuring the premises or any part thereof, unto the purchaser or such persons, as may be reasonably



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required. The Vendor gives this day to the purchaser all deeds, papers, tax receipts, muniments, in relation to title and possession of the property AND the Vendor covenants with the Purchaser that the Purchaser will step into and hold the same rights privileges as the Vendor posses or has used, held, occupied or enjoyed. It is further covenant that the Purchaser is satisfied with the property and its being free from all encumbrances, charges, or lien till date.

## SCHEDULE

ALL THAT the premises, hereditaments and structure being premises No. 42 Sarat Ghosh Garden Road, Dhakuria, Ward No. 91, under the Kolkata Municipal Corporation, Kolkata - 700 031, P.S - Kasba comprising an old dilapidated tenanted two storied and partly three storied building thereon measuring more less 2500 square feet inclusive of all the piece or parcel of Mourashi Mokrari land measuring more or less 5 kathas 1 chatak 31 square feet (five cothas one chittak and thirty one square feet ) on a part of which the said pucca structure has been built, comprising in and part of C.S. Dag No.600 - 603m 633 - 638 of Khatian No. 196/1, Mouza -Dhakuria, within the area commonly known as "Bener Math" in Parganas Khaspur, J.L. No. 18, P. S. - Kasba, Sub-Registry Alipore, District - South 24Pasranas, at present within the Calcutta Municipal Corporation, Touzi No. 230/232 within the Collectorate of South 24-Parganas, District - South 24-Pasrganas, with all and every right of easement, water, water connection, electricity, gas, and other existing



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facilities, The said land and premises with the said structure delineated in a map or plan annexed herewith and shown in RED BORDER line therein and butted and bounded in the following manner:

NORTH: 6, Kalupara Lane, Partly the land of Sri Bhairab

Sadhukhan.

SOUTH : K. M. C. Road;

EAST : 55/A Sarat Ghosh Garden Road;

WEST : 42A, Sarat Ghosh Garden Road.

SIGNED, SEALED AND DELIVERED By the parties herein at Kolkata in the presence Of:

### WITNESSES:

1. Sumanta Bhownich 30/2/8, Doctor Lana Kolhata - 700 014

VENDOR

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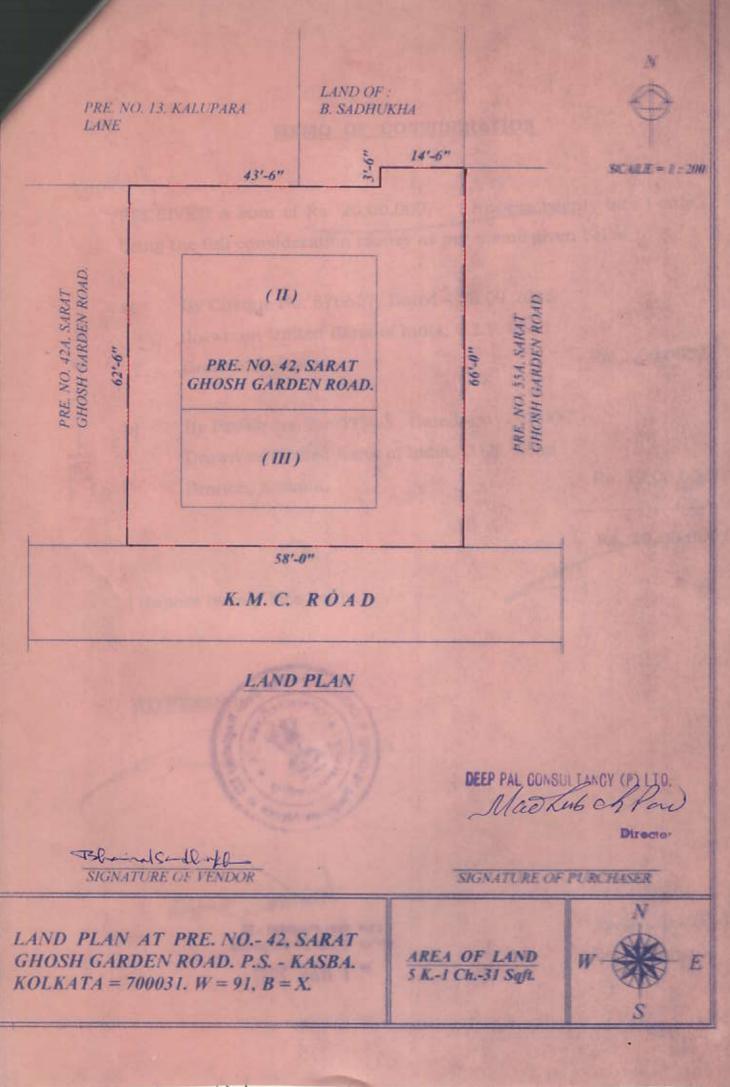
2. Deford Somonlin
DIPAK SAMANTA
103, Sarat Ghosh Garden RJ.
Nolkaka - Yoro 031

MADHAB CH- PAUL)

PURCHASER



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## MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 20,00,000/- (Rupees twenty lacs) only being the full consideration money as per memo given below:

a) By Cheque No. 876627, Dated – 28.09.2005
 drawn on United Bank of India, C.I.T. Road
 Branch, Kolkata.

Rs. 1,00,000/-

b) By Pay Order No.007363, Dated - 01.03.07
Drawn on United Bank of India, C.I.T. Road
Branch, Kolkata.

Rs. 19,00,000/-

Rs. 20,00,000/-

(Rupees twenty lacs) only.

### WITNESSES:

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1. Sumanta Bhowwick.

2. Départ Samanli

(VENDOR)

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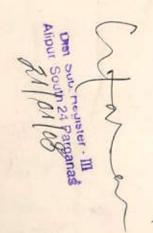
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# SPECIMEN FORM FOR TEN FINGERPRINTS

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