

...under the Indian
Swamp Act, 1911

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

पश्चिम बंगाल WEST BENGAL

674540

deemed to mean and include his legal heirs, executors, administrators, authorised representatives, nominees and assigns) of the FIRST PART AND M/s. Sukhsagar Highrise Pvt. Ltd.; 23, Brabourne Road, Kolkata 700001 hereinafter referred to and called the "PURCHASER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include its legal representatives, successors in office, successors in interest, executors, administrators, nominees and assigns) of the SECOND PART;

Sukhsagar Highrise



पश्चिमबङ्गल पश्चिम बंगाल WEST BENGAL

674541

WHEREAS One Basanta Kumar Mukhopadhyay, since deceased, was absolutely and indefeasibly seized and possessed of certain immoveable properties including agricultural lands, ponds etc. comprised of and contained in Burdwan District Police Station Faridpur, S. R. O. Raniganj Chowki Asansol, Mouza Bhiringi in several Dag Numbers as recorded in the settlement Records of the Land Reforms Department, Government of West Bengal.

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674542

AND WHEREAS the said Basanta Kumar Mukhopadhyay during his life time while being possessed of the aforesaid landed properties as exclusive Owner thereof, by virtue of a Deed of Gift, registered at the Office of the Sub Registrar, Ranigunj granted, transferred, conveyed and gifted from out of his total immoveable properties including the schedule property as more fully and particularly mentioned in the Schedules thereunder written in favour of his son; Sri Sachchidananda Mukherjee. The aforesaid Deed of Gift registered at the Office of the Sub Registrar, Ranigunj, has been entered in Deed No. 214, Volume No. 5, Pages 202 to 205 for the Year 1946.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

674538

AND WHEREAS the said Basanta Kumar Mukhopadhyay, since deceased, during his life time, from out of his further owned and retained immoveable properties including agricultural lands, ponds, Danga, bastu, etc. comprised of and contained in Mouza Bhiringi, J.L. No. 68 in several Dag Numbers under P.S. Faridpur, (Durgapur), District Burdwan, S.R.O. Ranigunj, by virtue of another Deed of Gift, registered at the Office of the Sub Registrar, Ranigunj, granted, transferred, conveyed and gifted his residual retained owned immoveable properties comprised in the aforesaid Mouza,

alongwith the schedule property as more fully and particularly mentioned and described in the Schedules thereunder written jointly in favour of his son; Sri Sachchidananda Mukhopadhyay and his grandson; Sri Gopal Chandra Mukhopadhyay alias Snehangshu Mukherjee. The aforesaid Deed of Gift registered at the Office of the Sub-Registrar, Ranigunj has been entered in Deed No. 5454, Volume No. 57, Pages 65 to 68 for the Year 1957.

AND WHEREAS by virtue of the events recited hereinabove, the said Sri Sachchidananda Mukhopadhyay and the said Sri Gopal Chandra Mukhopadhyay alias Sri Snehangshu Mukherjee were therefore jointly and / or collectively seized and possessed of and / or otherwise well and sufficiently entitled to as absolute owners of ALL THAT the Immoveable properties, as gifted to them comprised of and contained in several Dag Plot numbers in Nos. Mouza Bhiringi, J.L. No. 68, P.S. Faridpur (Durgapur), District- Burdwan and after mutation of their names in the records of the Land and Land Reforms Office have been paying taxes and/or Khajna to the Government of West Bengal as of date.

AND WHEREAS the said Sachchidananda Mukherjee died on 12.02.2005 and his wife also predeceased, leaving behind him surviving, his only son; Sri Gopal Chandra Mukhopadhyay, alias Sri Snehangshu Mukherjee entitled to all the properties left behind by the deceased.

AND WHEREAS upon being approached by the Purchaser of the Second Part herein, the Vendor from out of his total inherited properties, has agreed to sell, transfer, convey, assign and assure, unconditionally, exclusively and forever, **ALL THAT** the fully bounded pieces and parcels of land comprised of and contained in R. S. Khatian No. 1235, C. S. & R. S. Sabek Dag No. 1294, L. R. Hal Dag No. 1334, L. R. Khatian No. 1936, having an area of 7 decimals more or less, R. S. Khatian No. 1235, C. S. & R. S. Sabek Dag No. 1298, L. R. Hal Dag No. 1329, 1330, 1331, L. R. Khatian No. 1936, having an area of 25 decimals more or less, R. S. Khatian no. 1596, C. S. & R. S. Sabek Dag No. 1299, L. R. Hal Dag No. 1318, L. R. Khatian No. 1936 having an area of 74 decimals more or less, R. S. Khatian No. 149, C. S. & R. S. Sabek Dag No. 1296, L. R. Hal Dag No. 1333, L. R. Khatian No. 1936, having an area of 6 decimals more or less, R. S. Khatian No. 149, C. S. & R. S. Sabek Dag No. 1297, L. R. Hal Dag No. 1332, L. R. Khatian No. 1936, having an area of 6 decimals more or less and R. S. Khatian No. 225, C. S. & R. S. Sabek No. 1320, L. R. Hal Dag No. 1328, L. R. Khatian No. 1936, having an area of 28 decimals more or less, aggregating to a total area of 1.46 Acres more or less, corresponding to an area of 88 Cottahs 5 Chittacks 12 sq.ft. more or less, comprised of, contained in and lying situate at Mouza Bhiringi, J.L. No. 68, P.S. Fardipur (Durgapur), District Burdwan **TOGETHERWITH** asbestos shed and tiled shed structures standing on parts or portions thereof **TOGETHERWITH** tenants in occupation of their respective portions in the aforesaid lands, **TOGETHERWITH** an underground I .O. C Pipe Line passing through portions of Plot Nos. 1320 and 1299, **TOGETHERWITH** all rights, lights, liberties,

easements, appendages, hereditaments, paths, passages, ditches, drains, sewers, electrical installations, water courses, privileges, and attachments attached thereto or appurtenant therewith, the description of the lands more fully and particularly mentioned and described in the Schedule hereunder written and as delineated in the Sketch Map or Plan annexed hereto and bordered with the colour "RED" and hereinafter for brevity's sake referred to as the "said property and the areas appurtenant thereto", at a lumpsum agreed consideration of Rs. 1,22,00,000/- (Rupees One Crore Twenty-two Lakhs) only, free from all or any sort of encumbrances, mortgages, charges, liens, lispendens, acquisition or requisition etc. except tenants thereat in occupation of their respective tenanted portions in the aforesaid lands, the said price to be fair and marketable subject to the terms, conditions and covenants contained hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,22,00,000/- (Rupees One crore twenty two lakhs) only, truly paid to the Vendor (the receipt whereof the Vendor doth hereby and hereunder admit and acknowledge and as also by separate receipt hereunder) and of and from the same and every part thereof absolutely acquit, release, discharge and exonerate the Purchaser and the "said property and the areas appurtenant thereto", the Vendor doth hereby absolutely and indefeasibly grant, convey, transfer assign and assure unto the Purchaser, absolutely, exclusively, unconditionally and forever, ALL THAT the "said property and the areas appurtenant thereto", subject to tenants and the IOC Pipe line passing through a portion of the

property aggregating an area of 88 Cottahs 5 Chattaacks and 12 sq.ft. be the same a little more or less, comprised of and contained in R. S. Khatian Nos. 1235, 1596, 149 and 225 respectively, pertaining C. S. & R. S. Sabek Dag Nos. 1294, 1298, 1299, 1296, 1297 and 1320 respectively, corresponding to L. R. Khatian No. 1936 and L. R. Hal Dag Nos. 1318, 1328, 1329, 1330, 1331, 1332, 1333 and 1334 respectively, Mouza - Bhiringi, J.L. No, 68, P.S. Faridpur (Durgapur), District Burdwan, S.R.O Durgapur, more fully and particularly mentioned and described in the Schedule hereunder written and as delineated and demarcated in the sketch Map or Plan annexed hereto and bordered with the Colour "RED" buttred and bounded in the manner as appearing therein together with all rights, lights, liberties, hereditaments, appendages, benefits, appurtenances, privileges, easements attached thereto belonging or occupied therewith OR HOWSOEVER OTHERWISE the "said property and the areas appurtenant thereto", and every part thereof and all the estate, right, title, interest, use, possession, inheritance, trust, claim and demand whatsoever, both at law and in equity of the Vendor into and upon the "said property and the areas appurtenant thereto", and every part thereof and reversion or reversions, remainder or remainders and all the rents, issues and profits thereof together with grounds, soil, water courses, paths, passages, erections, constructions, structures, electrical installations etc. thereto held or occupied therewith or whatsoever and every manner of former and present right, light, liberties, privileges easements, advantages, enjoyments, appendages and appurtenances whatsoever and every manner thereunto belonging or anywise occupied, accepted, enjoyed or reputed to

belong or to be appurtenant thereto and all deeds, pattahs, muniments, writings and evidences of title whatsoever in anywise expressly and exclusively relating to or concerning the "said property and the areas appurtenant thereto". TO HAVE AND TO HOLD the same hereby granted, transferred, assigned, assured and conveyed or expressed or intended so to be unto and to the use of the Purchaser, absolutely and forever as and for an indefeasible title or inheritance in fee simple in possession free from all and every nature of encumbrances, attachments, charges, liens, mortgages, lispendens, legal claims and demands, liabilities and trust whatsoever be, nevertheless subject to payment of statutory dues, taxes etc.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

(a) Notwithstanding any act, deed, matter and thing whatsoever by the Vendor or by his predecessors-in-title or interest done or executed or knowingly suffered to the contrary, the Vendor is lawfully and absolutely entitled to the "said property and the areas appurtenant thereto", hereditaments and premises and that the Vendor has acquired good right, full power and absolute authority and indefeasible title to grant, sell, transfer, convey, assure and assign the "said property and the areas appurtenant thereto" and every part thereof expressed or intended so to be unto and to the use of the Purchaser for a perfect title without any manner of dispute, hindrance or condition or use or trust or other such things in course of law to alter, defeat, encumber or making void the same.

(b) That the "said property and the areas appurtenant thereto", are not notified to be acquired under the provisions of the Land Acquisition Act or not requisitioned by the Government or Semi-Government or any other public body or authority whatsoever and the "said property and the areas appurtenant thereto", is not vested by the Government or the "said property and the areas appurtenant thereto", is not within Wakf estate or is not under any Debottor or Pirottor property and there is no suit or dispute or litigation or case pending in any Court in respect of the "said property and the areas appurtenant thereto", or the "said property and the areas appurtenant thereto", have not been sold by any Court of Law in auction for non payment of rents or taxes or there is no co-sharer or claimant in respect of the "said property and the areas appurtenant thereto", and the Vendor has full power and absolute authority to sale, transfer the "said property and the areas appurtenant thereto", including all rights, title, interest, possession in respect of the "said property and the areas appurtenant thereto", in the manner aforesaid.

(c) The Purchaser shall on due process of this Deed of Conveyance and at all times hereafter, peaceably and quietly, own, posses and enjoy the "said property and the areas appurtenant thereto", and every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons claiming any estate or interest from under or in trust for the Vendor and further that the Purchaser shall in no manner do or cause to be do or cause to be done anything which may endanger the I.O.C. pipeline.

(d) The Vendor shall render the Purchaser, free and clear, freely and clearly and absolutely acquitted, exonerated, discharged and released and saved, harmless and kept indemnified against all estates, legal claims, demands, charges, mortgages, liens, lispendens, debts, hypothecations, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor as aforesaid.

(e) The Vendor and all persons having lawfully or claiming equitably an estate or interest whatsoever in the "said property and the areas appurtenant thereto", hereby granted and conveyed 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 cost of the Purchaser to do and execute, or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually assuring the "said property and the areas appurtenant thereto", AND every part thereof unto and to the use of the Purchaser according to the true intent and meaning hereunder contained as shall or may be reasonably required.

(f) That simultaneously with the consideration of purchase the peaceful possession of the "said property and the areas appurtenant thereto", shall be made over by the Vendor to the Purchaser.

(g) The Purchaser shall have also the absolute right hereafter to build, re-build structures, buildings, sink well, plant trees and gardens and be entitled to use the "said property and the areas appurtenant thereto", and every part thereof in any manner thereof as it likes.

(h) The Purchaser shall also have the right to mutate its name in the records of the Durgapur Municipal Corporation, pertaining to the "said property and the areas appurtenant thereto", and other statutory authority/ authorities wherever required in its name and shall pay the rates and taxes of the "said property and the areas appurtenant thereto", directly to the authorities concerned from the date of execution and registration of this Indenture.

(h) That if any dispute arises at any time, regarding right, title, interest, possession, claim, demand whatsoever of the Vendor in respect of the "said property and the areas appurtenant thereto", in that event the Vendor shall be bound to refund the full consideration money without interest at a time to the Purchaser.

THE SCHEDULE REFERRED TO ABOVE :

" the said property and the areas appurtenant thereto".

ALL THAT the fully bounded pieces and parcels of land comprised of and contained in R. S. Khatian No. 1235, C. S. & R. S. Sabek Dag No. 1294, L R. Hal Dag No. 1334, L R. Khatian No. 1936, having an area of 7 decimals more or less, R. S. Khatian No. 1235, C. S. & R. S. Sabek Dag No. 1298, L R. Hal Dag No.

1329/1330/1331, L. R. Khatian No. 1936, having an area of 25 decimals more or less, R. S. Khatian no. 1596, C. S. & R. S. Sabek Dag No. 1299, L. R. Hal Dag No. 1318, L. R. Khatian No. 1936 having an area of 74 decimals more or less, R. S. Khatian No. 149, C. S. & R. S. Sabek Dag No. 1296, L. R. Hal Dag No. 1333, L. R. Khatian No. 1936, having an area of 6 decimals more or less, R. S. Khatian No. 149, C. S. & R. S. Sabek Dag No. 1297, L. R. Hal Dag No. 1332, L. R. Khatian No. 1936, having an area of 6 decimals more or less and R. S. Khatian No. 225, C. S. & R. S. Sabek No. 1320, L. R. Hal Dag No. 1328, L. R. Khatian No. 1936, having an area of 28 decimals more or less, corresponding to an area of 88 Cottahs 5 Chattaacks 12 sq.ft. more or less, aggregating to a total area of 1.46 Acres more or less, comprised of, contained in and lying situate at Mouza Bhiringi, J.L. No. 68, P.S. Faridpur (Durgapur), District Burdwan, TOGETHER WITH asbestos shed and tiled shed structures standing on parts or portions thereof, TOGETHER WITH tenants in occupation of their respective portions in the aforesaid lands, TOGETHER WITH an underground I .O. C Pipe Line passing through portions of Plot Nos. 1320 and 1299, TOGETHER WITH all rights, lights, liberties, easements, appendages, hereditaments, paths, passages, ditches, drains, sewers, electrical installation, water courses, erections, structures, construction, privileges and attachments attached thereto or appurtenant therewith, the properties and / or the areas appurtenant thereto as delineated in the sketch map or plan annexed hereto and bordered with the colour "RED", butted and bounded in the manner as appearing herein.

ON THE NORTH : By Partly Common Passage, By Partly Land of Achinto Bhattacharjee & By Partly D. Banerjee and C. C. Konar.

ON THE EAST : By Partly Land of Nabarun Club, By Partly Ajit Majhi and Partly by Service Road of National Highway.

ON THE SOUTH : By Village Road.

ON THE WEST : By Partly Land of Shymal Kumar Acharya, Partly By Durgapur Sub-Division Library & Partly Land of R. K. Sharma.

OR HOWSOEVER OTHERWISE the "said property / and the areas appurtenant thereto" are butted, bounded, known, numbered, called and /or distinguished.

IN WITNESS WHEREOF the parties hereto have herunto set
and subscribed their respective signatures on these presents the
day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the "VENDOR" in the
presence of:-

1. Jagan Lal Glosy
Late Gouranga Ch Glosy
C, Hospital Road
Asansol.
2. Binay Ray
3/10 H. N. R. Y.
3/50 N. Badli, P. Sec.
Durgapur - 13

Snehanshu Mukherjee
alias Gopal Chandra Mukherjee

VENDOR

SIGNED, SEALED AND DELIVERED

by the "PURCHASER"

in the presence of:-

1. Late Gouranga Ch Glosy
52, Hospital Road
Asansol.
2. Binay Ray
5/10 H. N. R. Y.
3/50 N. Badli, P. Sec.
Durgapur - 13

Suksagar Hirise Pvt. Ltd.
Jai Kumar Saxena
Directors

PURCHASER

Prepared by Me.

-16-

Sukhdeva Boreja
Asstt.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser, the within mentioned sum of Rs. 1,22,00,000/- (Rupees One Crore Twenty-two Lakhs) only, as and by way of total consideration as per the terms of these presents, as per Memo below: -

MEMORANDUM

By Pay order No. 606669 dated 29.11.2006

Drawn on United Bank of India, Burrabazar Branch for Rs. 40,00,000/- (Rupees Forty Lakhs only) By Pay order No. 606670 dated 29.11.2006.

Drawn on United Bank of India, Burra Bazar Branch for Rs. 40,00,000/- (Rupees Forty Lakhs only) By Pay order No. 606671 dated 29.11.2006.

Drawn on United Bank of India, Burrabazar Branch for Rs. 42,00,000/- (Rupees Forty Two Lakhs only)

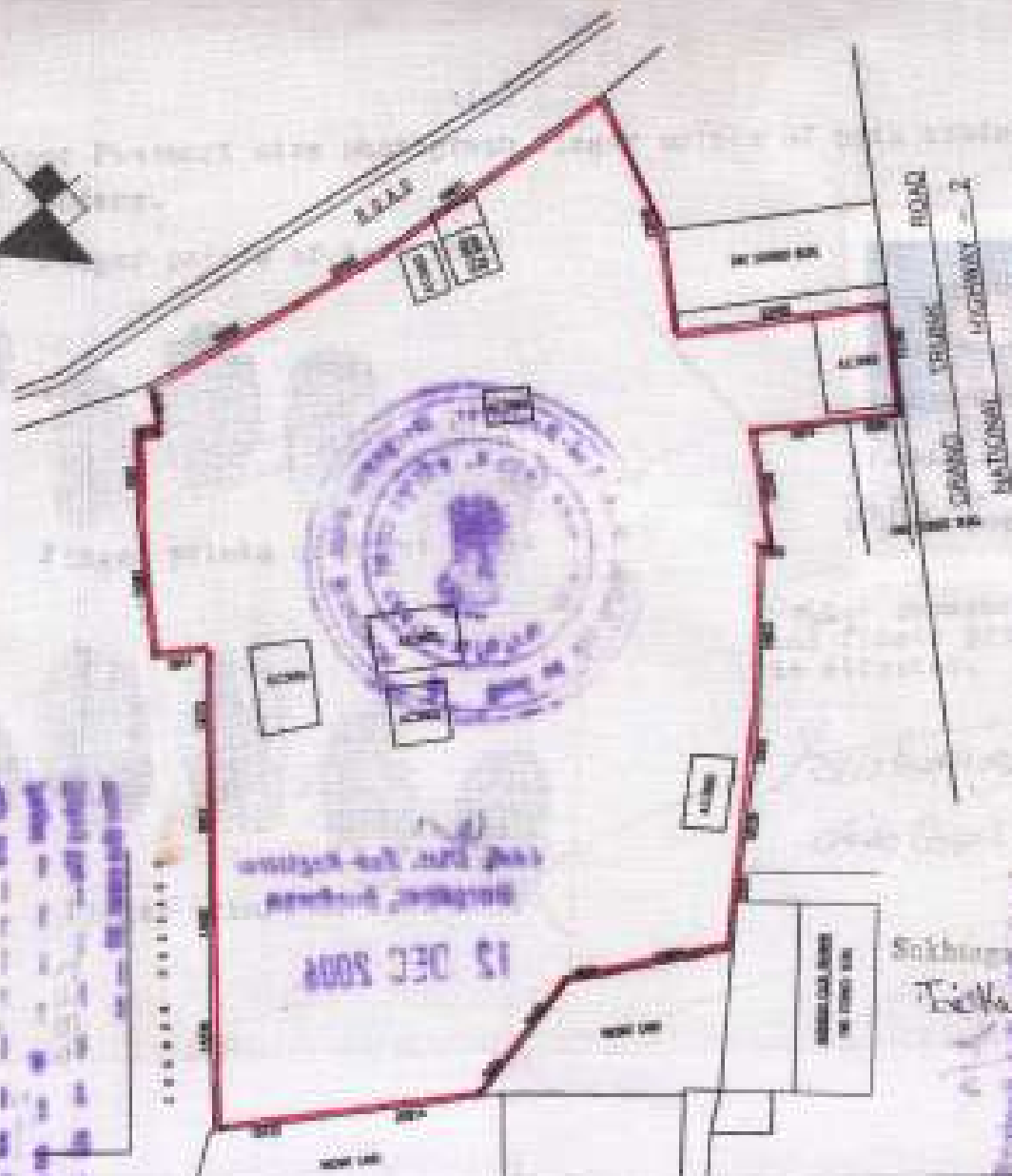
Total (Rupees One Crore Twenty Two Lakhs) only Rs.
1,22,00,000/-

WITNESSES:-

1. ~~Sajit Saha~~
S/o Late Sibal Chandra Saha
41A/1, Nalolia Pasa Rd.
Kolkata - 700008
2. Raney Roy
S/o Lt M. N. Roy
3/50 Nibadali Area
Burrabazar D.P. 3-17-

Snehangshu Mukherjee
alias Gopal Chandra Mukherjee

VENDOR



SKETCH MAP SHOWING LAND IN PORTION OF R.S. KHATIAN NO. 1235, C.S. & R.S. SABEK DAG NO. 1294, L.R. HAL DAG NO. 1334, L.R. KHATIAN NO. 1936, HAVING AN AREA OF 7 DECIMALS MORE OR LESS, R.S. KHATIAN NO. 1235, C.S. & R.S. SABEK DAG NO. 1298, L.R. HAL DAG NO. 1329/1330/1331 L.R. KHATIAN NO. 1936, HAVING AN AREA OF 25 DECIMALS MORE OR LESS, R.S. KHATIAN NO. 1596, C.S. & R.S. SABEK DAG NO. 1299, L.R. HAL DAG NO. 1318, L.R. KHATIAN NO. 1938 HAVING AN AREA OF 74 DECIMALS MORE OR LESS, R.S. KHATIAN NO. 149, C.S. & R.S. SABEK DAG NO. 1296, L.R. HAL DAG NO. 1333, L.R. KHATIAN NO. 1936 HAVING AN AREA OF 6 DECIMALS MORE OR LESS, R.S. KHATIAN NO. 149, C.S. & R.S. SABEK DAG NO. 1297, L.R. HAL DAG NO. 1332, L.R. KHATIAN NO. 1936, HAVING AN AREA OF 6 DECIMALS MORE OR LESS AND R.S. KHATIAN NO. 225, C.S. & R.S. SABEK DAG NO. 1320, L.R. HAL DAG NO. 1328, L.R. KHATIAN NO. 1936, HAVING AN AREA OF 28 DECIMALS MORE OR LESS. CORRESPONDING TO AN AREA OF 88 COTTAHS 5 CHITTACKS 12 SQ. FT. MORE OR LESS, AGGREGATING TO A TOTAL AREA OF 1.46 ACRES MORE OR LESS, COMPRISED OF, CONTAINED IN AND LYING SITUATE AT MOUZA BHIRINGI, J.L. NO. 68, P.S. FARIDPUR (DURGAPUR), DISTRICT - BURDWAN,

1(a)

Colour Passport size photograph, finger prints of both hands and signature of Vendors.

1) Finger prints of left hand



Finger prints of Right hand:



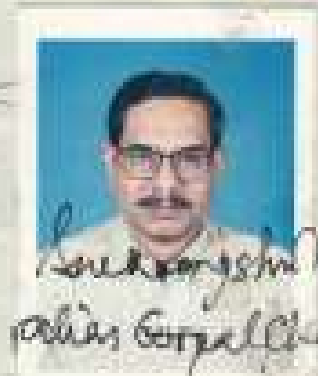
2. Finger prints of Left hand

Finger prints of Right hand:

3. Finger prints of Left hand :



Finger prints of Right hand :

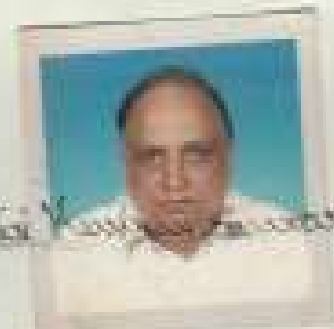


Devchand Singh Munarija
alias Gopal Chandra Munarija

Colour passport size photograph and finger prints of both hands is attached.

Devchand Singh Munarija
alias Gopal Chandra Munarija

Colour passport size photograph and finger prints of both hands is attached.



Devchand Singh Munarija

Colour passport size photograph and finger prints of both hands is attached.

Devchand Singh Munarija