

6491



T.M.
 R. 1263, 01
 D.M.
 R. 3978
 R. 7293

under the Indian

under 100 ft.
July 1899 5 23

Stamp Act 1899
Schedule 1 A No 23

Free paid - 100
4. Free 25

And. Det. San Agustin
Munoz, Burdese

27 DEC 2006

Market value of the property assessed
1963.0000

A fee Re. 6589/-
realised on 19/11/2019
D.S.R.

AD S.R. Durand
1911

39876 171876
26/12/06
10/1/2007 Save
from being misused
I saw him

U/S 41 & 42 (B)
A.D.E. Dargatzis

THIS INDENTURE made this the 19th day of December

Two Thousand and Six of Christian Era BETWEEN SRI
SHYAMAL KUMAR ACHARYA, son of Late Mihir Kumar Acharya,
by faith Hindu, by occupation Service, by Nationality Indian,
residing at P.O. & Village -Bhiringi, Durgapur, Pin -- 783213,
hereinafter referred to and called the "VENDOR", (which term or
expression shall unless otherwise excluded by or repugnant to
the subject or context, be deemed to mean and include his legal
heirs, executors, administrators, authorised representatives,

Shyamal Kumar Chakraborty.

122144

11 DEC 2006

No. ...
Sold to **S. KHAN**
Addressed **30, Old Post Office Bldg**
By **30009**



Presented For Registration at
11.12.06 on the 19th day of
Dec 06 at the Durgam
A. D. S. R. office by **Shyamal Kumar Acharya**
Represent / Claimant

L. S. KHAN
30009

Shyamal Kumar Acharya

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ADD. Dist. Sub-Registrar
Burnpur, Burnpur
19 DEC 2006
8953

Shyamal Kumar Acharya



8954

Sukhsagar Hirise Pvt. Ltd.
Jai Kumar Suraya
Director

D. Shyamal Kumar Acharya
Stall - Mihir Kumar Acharya
4. Phiringi Dargah
Badwai
No. 1/10 Jai Kumar Suraya
Directors
Phone - Sukhsagar Hirise
Dist. - PVT LTD.
by cable 20, Prabodh Road
to Prabodh Kol - 70001

Sabit Saha
No. 1/10 Sitel Chandra Saha
Off. 11A/1, Nabalia Para Road
Phone - Kol - 8
Dist. -
by cable -
to Prabodh -

Sabit Saha
Sfo Kol Sitel Chandra Saha
11A/1, Nabalia Para Road
Kolkata - 700008

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ADD. Dist. Sub-Registrar
Burnpur, Burnpur
19 DEC 2006

nominees and assigns) of the FIRST PART AND SUKHSAGAR HIRISE 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;

Shyamal Kumar Acharya

WHEREAS by virtue of a Kobala in Bengali language, registered at the Office of the Sub Registrar, Ranigunj on 3rd January 1951, entered into and executed by and between Sri Ashutosh Garai, referred to as the Vendor therein and Sri Mihir Kumar Acharya, referred to as the Purchaser therein, the Vendor on the terms, conditions and covenants and on such valuable consideration contained therein, sold, transferred, conveyed, granted, assigned and assured, unconditionally, exclusively and forever ALL THAT the piece and parcels of land comprised of and contained in Khatian No. 246, Dag Nos. 551, 557, 1289 and 1300, respectively Mouza Bhiringi, P.S. Faridpur, District Burdwan aggregating to an area of 9.40 decimals be the same a little more or less, togetherwith all lights, rights, liberties, facilities, benefits, privileges, easements and appurtenances attached thereto or appurtenant therewith, more fully and particularly mentioned and described in the Schedule thereunder written. The aforesaid deed of Sale dated 3rd January, 1951



[Handwritten signature]

Addl. Dist. Sub-Registrar
Durgam Cheruvu

19 DEC 2006

: 1 :

Purchaser :/ Seller :/ Executor :

Finger prints of left hand - Finger prints of right hand



Colour passport size photograph and fingerprints of each finger of both hand is attested.

Signature : Shyamal Kumar Acharya

Purchaser :/ Seller :/ Executor :

Finger prints of left hand : Finger prints of right hand



Colour passport size photograph and fingerprints of each finger of both hands is attested.

Signature : Jai Kumar Sutarana



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Asst. Dist. Sub-Registrar
Burdwan, Burdwan

19 DEC 2006

registered at the Office of Sub-Registrar, Ranigunj, and has been entered and recorded in the records of the Sub Registration Office, Ranigunj for the year 1951.

AND WHEREAS the said Mihir Kumar Acharya died intestate on 04-06-1990 leaving behind him the Vendor herein as his only legal heir and representative entitled to the properties left behind by the deceased.

AND WHEREAS after the death of the said Mihir Kumar Acharya, his son; Shyamal Kumar Acharya, being the Vendor herein duly applied for and obtained mutation of his name as Owner in respect of the aforesaid lands in the records of the Block and Land Reforms Office and has been paying taxes and Khajna to the Government of West Bengal.

AND WHEREAS from out of the total inherited properties left behind by the said Mihir Kumar Acharya, since deceased, the Vendor of the First Part herein, on being approached by the Purchaser of the Second Part herein has agreed to sell, transfer, grant, convey, assign and assure, exclusively, unconditionally and forever to the Purchaser, ALL THAT the piece and parcel of land having an area of 4 Cottahs 3 Chittacks and 20 sq.ft. be the same a little more or less comprised of and contained in portion of R.S. Khatian No. 246 (L.R. Khatian No. 1999) R.S. Dag No. 1300, (L.R. Dag No. 1317), Mouza Bhiringi, P.S. Faridpur (Durgapur), District Burdwan, togetherwith tile shed structures

Shyamal Kumar Acharya



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standing on a part or portion thereof, togetherwith all lights, rights, liberties, privileges, easements, benefits, appurtenances, paths, passages, drains, sewers, water courses, electrical installations attached thereto or appurtenant therewith the description of the aforesaid land 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" butted and bounded in the manner as appearing therein and hereinafter for brevity's sake referred to as the "said property", at a lumpsum agreed consideration of Rs. 6,00,000/-(Rupees Six Lakhs)only, free from all or any sort of encumbrances, charges, mortgages, liens, lispendens, acquisition or requisition etc., 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. 6,00,000/- (Rupees Six Lakhs) only, truly paid to the Vendor (the receipt whereof the Vendor doth hereby and hereunder) and of and from the same and every part thereof absolutely acquit, release, discharge and exonerate the Purchaser and the "said property", the Vendor doth hereby absolutely and indefeasibly grant, convey, transfer assign and assure unto the Purchaser, absolutely, exclusively, unconditionally and forever, ALL THAT the piece and parcel of land having an area of 4 Cottahs 3

Shyamal Kumar Acharya



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Dist. Sub-Registrar
Durgam Cheruvu

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Chittacks and 20 sq.ft. be the same a little more or less, comprised of and contained in portion of R.S. Khatian No. 246, (L.R. Khatian No. 1999), R.S. Dag No. 1300, (L.R. Dag No. 1317), Mouza Bhiringi, P.S. Faridpur (Durgapur), District Burdwan, S.R.O. Ranigunj, togetherwith tile shed structures standing on a part or portion thereof, togetherwith all lights, rights, liberties, privileges, easements, benefits, appurtenances, paths, passages, ditches, drains, water courses, etc. 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", butted and bounded in the manner as appearing therein togetherwith all lights, rights, liberties, hereditaments, appendages, benefits, appurtenances, privileges, easements attached thereto belonging or held or occupied therewith OR HOWSOEVER OTHERWISE the "said property ", 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 every part thereof and reversion or reversions, remainder or remainders and all the rents, issues and profits thereof togetherwith 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

Shyamal Kumar Chakraborty



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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", 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. .

Shyamal Kumar Acharya

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", 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 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



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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"," 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", is not vested by the Government or the "said property" 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", or the "said property", 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 Vendor has full power and absolute authority to sell, transfer the "said property ", including all rights, title, interest, possession in respect of the "said property" 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 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 intrust for the Vendor.

Shyamal Kumar Achary



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(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.

Shyamal Kumar Chatterjee

(e) The Vendor and all persons having lawfully or claiming equitably an estate or interest whatsoever in the "said property" 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 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", 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



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gardens and be entitled to use the "said property", 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 Kolkata Municipal Corporation, pertaining to the "said property", and other statutory authority/ authorities wherever required in its name and shall pay the rates and taxes of the "said property", directly to the authorities concerned from the date of execution and registration of this Indenture.

(i) 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", in that event the Vendor shall be liable and responsible for any such dispute and the Vendor shall be bound to make good any loss that may be sustained by the Purchaser. If in the future, the Purchaser is dispossessed from the "said property", by any act or acts of the Vendor, then, in that event the Vendor shall be bound to refund the full consideration money with all costs at a time to the Purchaser togetherwith all losses and damages that may be sustained by the Purchaser.

THE SCHEDULE REFERRED TO ABOVE:

(" the said property and the areas appurtenant thereto",

ALL THAT the Vendor's right, title and interest in ALL THAT the fully bounded piece and parcel of a land having an area of 4 Cottahs 3 Chittacks and 20 sq.ft. be the same a little

Shyamal Kumar Acharya



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Durgam Cheruvu, Bangalore

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more or less, comprised of and contained in portion of R.S. Khatian No. 246, (L.R. Khatian No. 1999), R.S. Dag No. 1300 (L.R. Dag No. 1317), Mouza Bhiringi, P.S. Faridpur, (Durgapur), District Burdwan, Ranigunj, togetherwith tile shed structures standing on parts or portions thereof, TOGETHERWITH all rights, lights, liberties, easements, privileges, benefits, appurtenances, paths, passages, ditches, drains, water courses, etc, 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.

Shyamal Kumar Choudhary

ON THE NORTH :By Lands belong into Snehangshu Mukherjee.

ON THE EAST : By Lands belong into Snehangshu Mukherjee.

ON THE SOUTH : By portion of Navarun Club.

ON THE WEST : Partly by lane leading to Benachiti road and partly by Durgapur Mohakuma Library.

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



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ADD. Dist. Sub-Registrar
Darbhanga, Bihar

19 DEC 2006

IN WITNESS WHEREOF the parties hereto have hereunto
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. Jayanir Gosh
S2, Hosital Road
Asansol

2.

Sujit Saha
AIA/I, Nalolia Pasa Rd
Kolkata-8

Shyamal Kumar Acharya.

=====

VENDOR

PAN NO. ACNPA 08536.

SIGNED, SEALED AND DELIVERED

by the "PURCHASER"

in the presence of:-

1. Sujit Saha
AIA/I, Nalolia Pasa Rd.
Kolkata-8

2. Nidheesh. K. K. K.
Bhikariji. Durgam - 12
Burdwan

Sukhsagar Hirise Pvt. Ltd.

Jai Kumar Surana

Director

=====

PURCHASER



Addl. Dist. Sub-Registrar
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MEMO OF CONSIDERATION


RECEIVED of and from the within-named Purchaser, the within mentioned sum of Rs. 6,00,000/- (Rupees Six 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 606744 dt 11/12/2006
drawn on united Bank of India
in favour of Shyamal Kumar Acharya
for (Rupees six lakhs) only :— Rs:- 6,00,000=00
Total (Rupees six lakhs) only - - - - - Rs:- 6,00,000=00

WITNESSES:-


1. Jagan Ch Gosh
52, Hospital Road
Asansol


2. Sujit Saha
Atafi, Malasia Para Rd -
Kol-8

Prepared by me & Toker
in my office

Shyamal Kumar Acharya
=====

VENDOR


SIDDHARTH BANERJEE
High Court Calcutta.



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Adm. Dist. Sub-Registrar
Burdwan, Burdwan

04 JAN 2007

DATED THIS 19th DAY OF Dec., 2006

BETWEEN

SRI SHYAMAL KUMAR ACHARYA

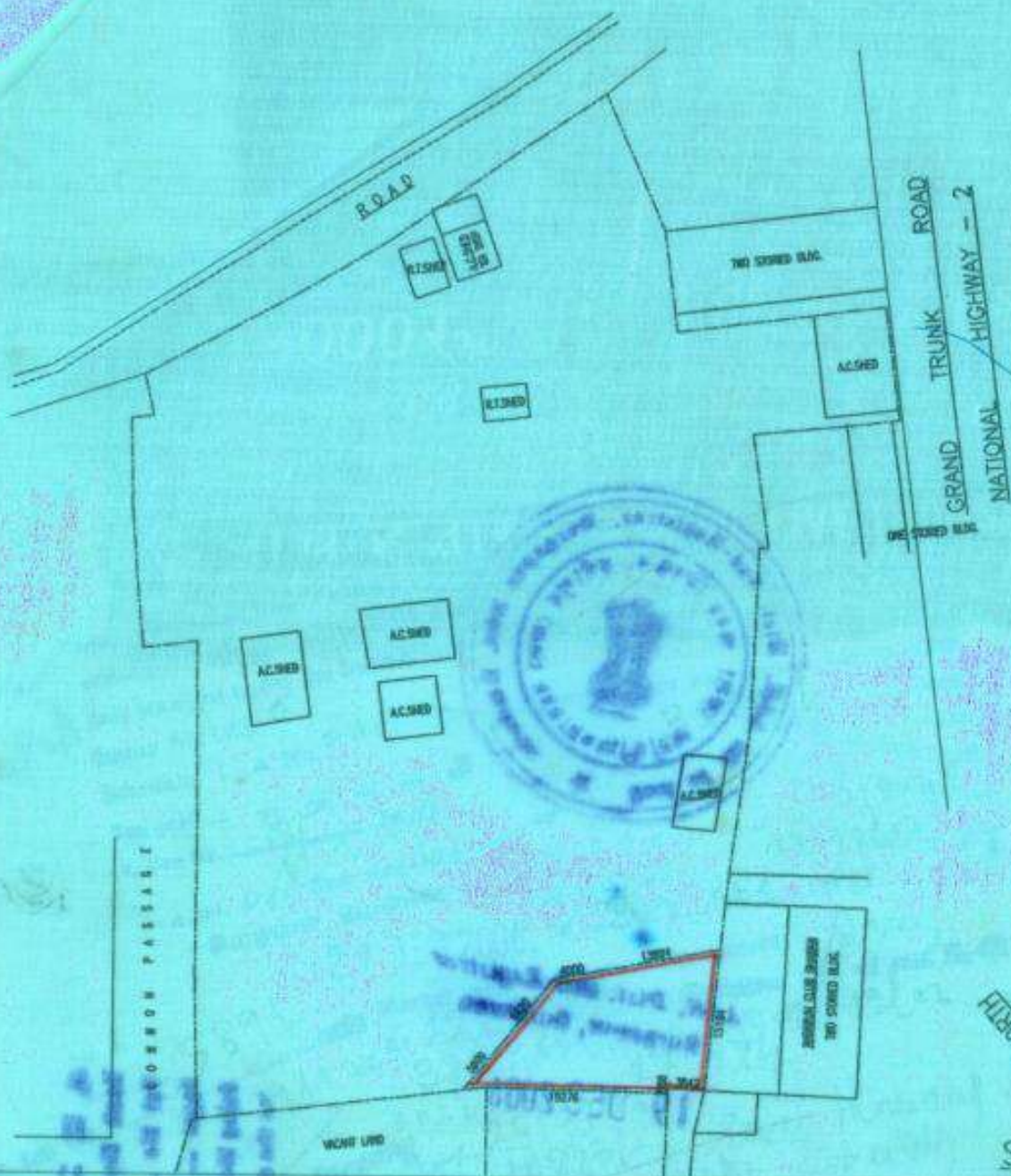
...VENDOR

-A N D-

..... PURCHASER

DEED OF INDENTURE

SRI SIDDHARTH BANERJEE
ADVOCATE
High Court, Calcutta
28/1/4, Nakuleswar
Bhattacharjee Lane,
(Greek Church Row Extn)
CALCUTTA – 700 026



SKETCH MAP SHOWING LAND IN PORTION OF R.S. KHATIAN NO. 246, C.S. & R.S. SABEK DAG NO. 1300, L.R. HAL DAG NO. 1317, L.R. KHATIAN NO. 1999, HAVING AN AREA OF 4 COTTAHS 3 CHITTACKS 20 SQ.FT. MORE OR LESS, COMPRISED OF, CONTAINED IN AND LYING SITUATE AT MOUZA BHIRINGI, J.L. NO. 68, P.S. FARIDPUR (DURGAPUR), DISTRICT - BURDWAN.

Sukhsagar Hirise Pvt. Ltd.
 Tai Kumar Sarava
 Directors

Shyamal Kumar Acharya

SIGNATURE OF VENDEE

SIGNATURE OF VENDOR

