

02642

D-02552/2015

भारतीय गैर न्यायिक

T0884 सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

20/3
R.96/12
586

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 427802



certified that the document is admitted for registration. the signature sheets and the endorsement sheets attached with this document are part of this document

District Sub-Registrar-IV
Registrar U/S (2) of
Registration Act 1908
Alipore, South 24 Parganas

20 MAR 2015

THIS INDENTURE made this 20th day of March, Two Thousand Fifteen BETWEEN BRATATI MUKHOPADHYAY, having PAN AESPM6897F, wife of Ashutosh Mukhopadhyay, residing at premises no.119, Bhupen Roy Road (Part), Police Station Behala, Kolkata-700 034, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND

V.C. No. 564/15
dt. 20.3.15

218620

Suit No.	
Address	
Value	100
17-FEB 2015	
L. S. V. High Court Sujit Sarkar High Court, A S	

VICTOR MOSES & CO.
Solicitors & Advocates
6, Old Post Office Street
Kolkata-700 001

S. Banerjee

N.C-T-1
No. 1137

20 MAR 2015

THYONE INTERIOR DECORATORS PVT. LTD.

S. Banerjee

Director.



J.C-T-1
No. 1138

20 MAR 2015

Bratati Mukhopadhyay

District Sub-Registrar-tv
Registrar (S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

20 MAR 2015

Subhartha Mukherjee
s/o Adhutar Mukhopadhyay
119 Bhupen Roy Road, Kol-34
P.S:- Behala
Business

THYONE INTERIOR DECORATORS PRIVATE LIMITED, having PAN **AAECT7347Q**, having CIN No. **U36912WB2013PTC191654**, a Company incorporated under the Companies Act, 1956, having its registered office at 49/5, Biren Roy Road, Kolkata - 700 034, being represented by its Director Shubhrangshu Banerjee, son of Late Sankar Banerjee, having PAN AQGPB8554J, hereinafter referred to as 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-interest and assigns) of the **OTHER PART**:

W H E R E A S:

A) Bipin Behari Baidya was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 72 (seventy two), be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.48, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, District South 24 Parganas (hereinafter referred to as the **said entire land**).

B) By a Deed of Conveyance dated the 20th day of February, 1956, made between the said Bipin Behari Baidya therein referred to as the Vendor of the one part and one Digambar Chandra Mondal, Balai Chandra Mondal and Dayal Chandra Mondal therein collectively referred to as the Purchasers of the other part and registered in the Office of the Sub-Registrar, Bishnupur, in Book No. I, CD Volume No.10, at Pages 182 to 183, Being No.833 for the year 1956, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the said entire land.

C) The said Dayal Chandra Mondal who during his life time was a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him surviving his widow (i) Behula Mondal and 6 (six) sons, namely, (ii) Hemanta Mondal, (iii) Jayanta Mondal, (iv) Bishnupada Mondal, (v) Ananta Mondal, (vi) Prasanta Mondal and (vii) Sushanta Mondal and 3 (three) daughters, namely, (viii) Kanan Bala Mondal, (ix) Renuka Bar and (x) Supriya Patra, as his only legal heiresses, heirs and legal representatives (hereinafter collectively referred to as **Legal Heirs of Late Dayal Chandra Mondal**), who upon his death became jointly entitled to All That right, title and interest of Late Dayal Chandra Mondal in the said entire land, being land measuring 24 (twenty four) decimal, be the same a little more or less (hereinafter referred to as the **said land**).

D) By an Indenture of Conveyance dated the 26th day of August, 2003, made between the said Legal Heirs of Late Dayal Chandra Mondal therein collectively referred to as the Vendors of the one part and Bratati Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas, in Book No. I, Volume No.6, at Pages 172 to 189, Being No.333 for the year 2004, the Vendors therein for the consideration therein mentioned, granted transferred




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conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 12 (twelve) decimal, be the same a little more or less, out of the said land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the **said First part of said land**).

E) By an Indenture of Conveyance dated the 26th day of August, 2003, made between the said Legal Heirs of Late Dayal Chandra Mondal therein collectively referred to as the Vendors of the one part and the said Bratati Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas, in Book No. I, Being No.334 for the year 2004, the Vendors therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 12 (twelve) decimal, be the same a little more or less, being remaining portion of the said land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the **said Second part of said land**).

F) By virtue of the aforesaid purchases the Vendor herein became the absolute owner of All That the said land, comprising of the First part of said land and Second part of said land.


G) The Vendor herein has duly recorded her name in respect of said land in the records of Block Land and Land Reforms Office at Bishnupur-I under L.R. Khatian No.2902.

H) The Vendor is now desirous to sell **ALL THAT** the piece and parcel of land containing an area of 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.48, Police Station Bishnupur, within Kulerdari Gram Panchayet, in the District of South 24-Parganas, more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as the **Said First Plot of land**) out of the said land.

I) The Purchaser along with its sister concerns and/or group companies shall purchase all that the piece and parcel of land adjacent and contiguous to the **Said First plot of land** situate lying at *Mouza* Daulatpur, J.L. No. 79, and *Mouza* Sarmasterchak, J.L.No. 17, both under Police Station Bishnupur, District South 24 Parganas in different dag and *Khatian* numbers in the District of South 24-Parganas (hereinafter referred to as the **Said Second Plot of land**).

J) The Purchaser has expressed their intensions to the Vendor to purchase the **Said First Plot of land** from the Vendor and amalgamate the said **First** and **Second** plots of land (referred to as the **said total land**) and construct a residential project upon the **said total land** after obtaining a sanction plan from the 24-Parganas Zila Parishad.




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K) Being satisfied with the proposal of the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase all that the said **First plot of land** free from all encumbrances, charges, liens, lispendence, acquisitions, requisitions trusts of whatsoever nature at and for the consideration of Rs.25,000/- (Rupees Twenty Five Thousand only) paid by the Purchaser to the Vendor and transferring and conveying 29% (twenty nine percent) of the super built up constructed area of the residential project (including 29% open and covered car parking spaces) attributable to the **said First Plot of land** (hereinafter referred to as the **Vendor's Allocation**) within 8 (eight) years from the date of sanction of the building plan for the **said total land** to be sanctioned by the 24-Parganas Zila Parishad subject to force majeure and on the terms and conditions contained in an Agreement for construction executed alongwith.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.25,000/- (Rupees Twenty Five Thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor do and each of them doth hereby as also by the receipt hereunder written admits and acknowledges) and in further consideration of and subject to the Purchaser constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on **the said total land** (hereinafter referred to as the **said project**) within 8 (eight) years from the date of sanction of the building plan to be sanctioned by the 24-Pargana Zila Parishad subject to force majeure and allocating and transferring to the Vendor as owners thereof proportionate 29% (twenty nine percent) of the super built up constructed area of the residential project (including 29% open and covered car parking spaces) attributable to the **said First Plot of land** (hereinafter referred to as the **Vendor's Allocation**), the Vendor do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser **ALL THAT** the piece and parcel of land containing an area of 10 (ten) decimal, be the same, a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.48, L.R. Khatian No.2902, Police Station Bishnupur, within Kulerdari Gram Panchayet, District South 24 Parganas, more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as **the said first plot of land**) **OR HOWSOEVER OTHERWISE** the **said First plot of land** or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished together with all areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the **said First plot of land** or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed; known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof together with all deeds, pattaahs, muniments of title whatsoever relating to the **said First Plot of land** or



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any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit **TO HAVE AND TO HOLD** the **said First plot of land** hereby sold granted, conveyed, transferred assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever;

AND THE VENDOR DO HEREBY COVENANTS WITH THE PURCHASER as follows:-

- a. **THAT NOTWITHSTANDING** any act, deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **said First plot of land** hereby sold, granted, conveyed, transferred, assigned conveyed and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;
- b. **THAT NOTWITHSTANDING** any act, deed or thing or committed by the Vendor or any of their respective predecessors-in-title and the Vendor has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure convey the **said First plot of land** and the rights properties appurtenances thereto and **said First plot of land** hereby sold transferred and conveyed unto the Purchaser in the manner aforesaid;
- c. **AND THAT** the **said First plot of land** hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, ténancy, development agreement, easement, right of passage, right of pre-emption, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the Vendor or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor in the **said First plot of land** hereby sold conveyed in the manner aforesaid.
- d. **AND THAT** the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof and receive the profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully claiming through from under or in law or trust for the Vendor or any of their respective heirs, executors, administrators legal representatives or assigns.




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- e. **AND FURTHER THAT** the Vendor and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the **said First plot of land** or any part or portion thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request cost and expenses of the Purchaser make, do, execute and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and confirming the **said First plot of land** unto and to the use and benefit of the said Purchaser forever in the manner as aforesaid, as the said Purchaser shall or may reasonably require.
- f. **AND THAT** the Vendor or her respective predecessors-in-title had not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and whereunder the **said First plot of land** hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise.

AND THE PURCHASER DO HEREBY COVENANTS WITH THE VENDOR as follows:-

- a. **THAT** All the cost charges and expenses for completion of the Project shall be borne and paid by the Purchaser.
- b. **THAT** the Purchaser shall at its own cost and expenses and without creating any financial or other liability on the Vendor construct, erect and complete the project in pursuant to the final plans to be sanctioned by the 24 Parganas Zila Parishad.
- c. **THAT** the Purchaser shall complete the project according to the sanctioned plan within 8 (eight) years from the date of receiving the final sanction plan with a grace period of twelve months, subject to force majeure.
- d. **THAT** the Purchaser shall at the request and cost of the Vendor execute and register conveyance in respect of the Vendor's Allocation or part thereof in favour of the Vendor or their nominee or nominees without any claim of consideration for which the costs and expenses of the stamp duty and registration charges shall be borne by the Vendor.




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THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.48, under L.R. Khatian No. 2902, Police Station Bishnupur, within Kulerdari Gram Panchayet, in the District of South 24-Parganas and butted and bounded as follows:

- On the North** : By R.S. Dag No. 50
On the East : By Part of R.S. Dag No. 48
On the South : By R.S. Dag No. 33
On the West : By Part of R.S. Dag No. 48



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IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the **VENDOR** at Kolkata in the presence of:-

1. Siddhartha Mukherjee
119 Bhupen Roy Road, Kal-34

Bowdali Neelkameswari

2. Dipankar Samanta
Vill-110-Gokarnee

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:-

THYONE INTERIOR DECORATORS PVT. LTD.

S. Banerjee
Director.

1. Siddhartha Mukherjee

2. Dipankar Samanta

Drafted by:

Alamgir Reza F-1194/03
Advocate
Alipore Judges Court
K1-27



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RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.25,000/- (Rupees Twenty Five Thousand only) being the consideration money as per Memo below:-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank/Branch	Amount (Rs.)
20.03.2015	347126	United Bank of India, Bahala Br.	25,000.00
Total:			25,000.00

(RUPEES TWENTY FIVE THOUSAND ONLY).

Borelati Mukherjee

Borelati Mukherjee
Signature of the Vendor

WITNESSES:

1. Siddhartha Mukherjee
2. Dipankar Kundu




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SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>S. Banerjee</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Banati Mukherjee</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				




District Sub-Registrar-IIV
Registrar (WS/7/2) of
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20 MAR 2015



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02552 of 2015
(Serial No. 02642 of 2015 and Query No. 1604L000005866 of 2015)

On 20/03/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.46 hrs on :20/03/2015, at the Private residence by Shubhrangshu Banerjee ,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 20/03/2015 by

1. Bratati Mukhopadhyay, wife of Ashutosh Mukhopadhyay , 119 Bhupen Roy Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Others
2. Shubhrangshu Banerjee
Director, Thyone Interior Decorators Pvt Ltd, 49/5 Biren Roy Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034,
, By Profession : Others

Identified By Siddhartha Mukherjee, son of Ashutosh Mukhopadhyay, 119 Bhupen Roy Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Business.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 21/03/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-19,60,000/-

Certified that the required stamp duty of this document is Rs.- 98010 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 24/03/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

24/03/2015 17:00:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02552 of 2015
(Serial No. 02642 of 2015 and Query No. 1604L000005866 of 2015)

Registration Fees Rs. 21,588/- paid online on 20/03/2015 1:26PM with Govt. Ref. No. 192014150021381262 on 20/03/2015 8:07AM, Bank: State Bank of India, Bank Ref. No. 210315090018731 on 20/03/2015 1:26PM, Head of Account: 0030-03-104-001-16, Query No:1604L000005866/2015

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 98,010/- paid online on 20/03/2015 1:26PM with Govt. Ref. No. 192014150021381262 on 20/03/2015 8:07AM, Bank: State Bank of India, Bank Ref. No. 210315090018731 on 20/03/2015 1:26PM, Head of Account: 0030-02-103-003-02, Query No:1604L000005866/2015

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Handwritten signature)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

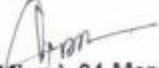
24/03/2015 17:00:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 1323 to 1338
being No 02552 for the year 2015.




(Tridip Misra) 24-March-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

