

VC-1387/31-04569/13

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

पाँच हुंजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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District the Perioder III

THIS DEED OF COLVEYANCE

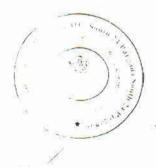
Made this the 10th day of May

Two Thousand and Thirteen

BETWEEN

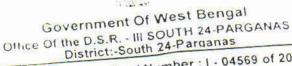
tilicate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 9 Page from 3957 to 4007 being No 04569 for the year 2013



LUIV / Louis MA

(Rajendra Frasad Ppadlayay) 16-May-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal District Sub-Registrat-III
Alipore, South 24-Parganas



Endorsement For Deed Number: 1 - 04569 of 2013 (Serial No. 04746 of 2013 and Query No. L000008774 of 2013)

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962) On 10/05/2013

Presented for registration at 22.30 hrs on 10/05/2013, at the Private residence by Bikash Agarwal .

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

- 1 Saro Khatik Ains Saru Devi, wile of Lt Murari Mohan Khatick 12a/h/12, Gobinda Khatick Road. Execution is relimited on 10/95/2013 by Saro Knatik Alias Saru Dovi, wile of Lt Muran Monari Knatick - (Zanirtz, Gobinga Knatick Road, Kolkata, Thana Tangra, District -South 24-Parganas, WEST BENGAL, India. . By Caste Hindu, By
 - Z Rain Krishna Khatick son of Lt Muran Mohan Khatick . 12a/h/12. Gobinda Khatick Road. Kolkata Thana Langra District -South 24-Parganas, WEST BENGAL India, By Caste Hindu, By Profession
 - 3 Bharat Khatick son of Li Murari Mohan Khatick 12a/h/12, Gobinda Khatick Road, Kolkata Bharat Khatick son of Lt Murari Mohan Khatick , 12a/n/12, Gobinda Khatick Road, Kolkata Thana Tangra District -South 24-Parganas, WEST BENGAL India, , By Caste Hindu, By Profession
 - 4 Savill & Devi Sankar, daughter of Lt Muran Mohan Khatick , 12a/h/12. Gobinda Khatick Road, Kolkata, David Tanga District South 24-Parganas, WEST BENGAL India. By Caste Hindu. By Profession
 - burght the works the cold of the Maran Mehan Rhanck of No. 518 Nagar Nigami Salina Tet tragram Tage Dist Same India B. Caste Hindu. By Protession Others
 - 1. There is a safety stought of its Mondattofaus Khaine. 225. Sans for its Word Et a Maria. Ragnum List Salnam India By Caste Hindu. By Profession Others
 - Annual Knows thangton on in Muran Mohan Khatick 12a/h/12 Gobinda Khatick Road Kolkata Tringiph mangers of the world world to the profession of the profe
 - Sunit. Aparwa (daugh) 1 Muran Mahan Khatick 12aih/12 Gobinda Khatick 3oad Kilikaia Such Allarva daught of the purati technic Nieuck Teaming Gobinda Knatick Road Klakata.
 Thairt Tang'a District Some 24-Parganas WEST BENGAL India By Caste Hindu. By Profession
 - 9 Satrughan Khatick, son of Lt Murari Mohan Khatick . 12a/h/12, Gobinda Khatick Road, Kolkata, Satrughan Knatick, son of Lt Muran Mohali Khatiek. 12a/h/12, Gobinda Knatick Road, Kolkata. Thana Tingra District South 24-Parganas, WEST BENGAL India., By Caste Hindu, By Profession.

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(Rajendra Prasad Upadhyay) ICT SUB-REGISTRAR-III OF SOUTH ZA-PAR SANAS

Endorsement Page 1 of 5

Alipore, South 24-Parganas

Government Of West Bengal OTHER OF THE D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 04569 of 2013 (Senal No. 04746 of 2013 and Query No. L000008774 of 2013)

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

Presented for registration at 22 30 hrs. on: 10/05/2013, at the Private residence by Bikash Agarwal. one, of the Claimants

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

Execution is admitted on 10/655/2013 by

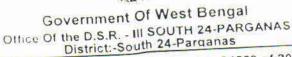
- 1 Saro Khatik Alins, Saru Devi, wife of Lt Murari Mohan Khatick , 12a/h/12, Gobinda Khatic, Road, Kolkata, Thana:-Tangra, District.-South 24-Parganas, WEST BENGAL, India. . By Caste Hindu, By Profession Others
- Rain Krishna Khatick, son of Lt Murari Mohan Khatick , 12a/h/12, Gobinda Khatick Road, Kolkata Thana Tangra District South 24-Parganas, WEST BENGAL India . By Caste Hindu. By Profession.
- 3 Bharat Khatick son of Li Murari Mohan Khatick 12a/h/12, Gobinda Khatick Road, Kolkata Thana Tangra District -South 24-Parganas, WEST BENGAL India. By Caste Hindu, By Profession
- 4. Saviti in Devi Slinkar, daughter of Lt Murari Mohan Khatick , 12a/h/12, Gobinda Khatick Road, Kolkata, Thana Tangra District -South 24-Parganas, WEST BENGAL India. By Caste Hindu By Profession
 - two products assertant damples of the Murain Minish Zear by the 518 Nagar Nigam Satna Teh Cappen a Leas it Dist. Salma India. By Caste mode By F12 231
 - Klinch De granken, daughes of Lt Mutati Mara 1824 as Rhab 229 Salna Nugin Ward Kir 9 Mukty-i a Partie Teathrain, India By Caste Hingus By Professing
 - Zantar- Ekhem Edulighter of Li Muran Mohan Khatick 12a h 12 Gooinda Khatick Road, Kolkata The practication of Parganas WEST BENGAL India By Caste Hindu By Profession 145 18
 - omat. Agailance daughter of the Minary Mohadi Khatibe 12a a 12. Gobinda Khatick Road, Kulkara There a Langer Ordinal courts of Pargamas WEST BENGAL India. By Caste Hindu, Py Profession
 - 9 Satrughan Khalick, son of Lt Mutan Mohan Khalick . 12a/h/12, Gobinda Khalick Road, Kolkata. Thans Tanger Deduct South 4 Parganas WEST BENGAL India, By Caste Hindu, By Profession

(Rajendra Prasad Upadhyay) RICT SUB-REGISTRAR-III OF SOUTH ZA-PAP JANAS

EndorsementPage 1 of 5 Bistrict Suo-Registrar-III

Alipore, South 24-Parganas

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Endorsement For Deed Number: 1 - 04569 of 2013 Terial No. 04746 of 2013 and Query No. L000008774 of 2013)

- 12a/h/12, Gobinda Khatick Road, Eclkata, Thana Tangra District-South 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession 16 Durga Khalick son of H Murari Mohan Khatick
- 11 Shambun Khalick son of Lt Muran Mohan Khalick . 12a/h/12, Gobinda Khalick Road, Kolkata. Thare Tangra District -South 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession
- 12 Guru Pada Knatick, son of Lt Murari Mohan Khatick , 12a/h/12, Gobinda Khatick Road, Kolkata Thana Tangra District South 24 Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession
- 13 Kamala Khatii: daughter of Lt Murari Mohan Khatick , 19a, Shib Sankar Mullik Lane, Kolkata, Thana -Shya noukur, District -Kolkata, WEST BENGAL, India, Pin -700004, By Caste Hindu, By
- 14 Um. Deve daughter of a Muran Mohan Khatick H No 50, Vill Patharaha Teh Bhade't Dist Bhadohi India By Caste Hindu, By Profession Others
- 15 Usha Rana, daughter of Li Murari Mohan Khatick, 69/h, Debendra Chandra Dey Road, Kolkata, Thana -Tangra, District -South 24-Parganas, WEST BENGAL, India, Pin -700015, By Caste Hindu, By Profession Others
- 12a/h/12 Gobinda Khatick Road, Kolkata Thank Tangra District Smith 24 Parganas WEST BENGAL India By Caste Hindu By Profession 16 Tara Sonkar daughter of Lt Muran Mohan Khatick
- Luksting relief 3. ad agree in Li Modell Mohan Khatick 12a/h/12. Gobinda Khatick Road Kolkadir Thana Pangsa District South 24-Parganas WEST BENGAL, India. By Caste Hindu 3y Profession
- 18 Lata Prasad, daughter of £1 Murari Mohan Khatick, Krishnagar Road (Sadar) Ward No. 2 Shantipur District Nadia WES1 BENGAL Ind a Pre £741404 By Caste Hindu, By Profession, Others
- 12a/n/12 Gobinda Knatick Road Kolkala Thanu Tangra District South 24-Parganas WEST BENGAL India. By Caste Hindu. By Profession 19 Sita Khuhek wife of it Madar Manan Khatek
- 12a/h/12 Gobinda Khatick Road, Kolkata Others Thence Tanger District Senth 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession 20 Anial Khated, sell of Li Madan Mohan Khatick
- 21 Gopa, Khatick, son of LI Madan Mohap, Khatick , 12a/h/12, Gobinda Khatick Road, Kolkata Thana Tangra District South 24 Pargagas WEST BENGAL India. By Caste Hindu By Profession Other 12a/h/12. Gobinda Khatick Road. Kolkata

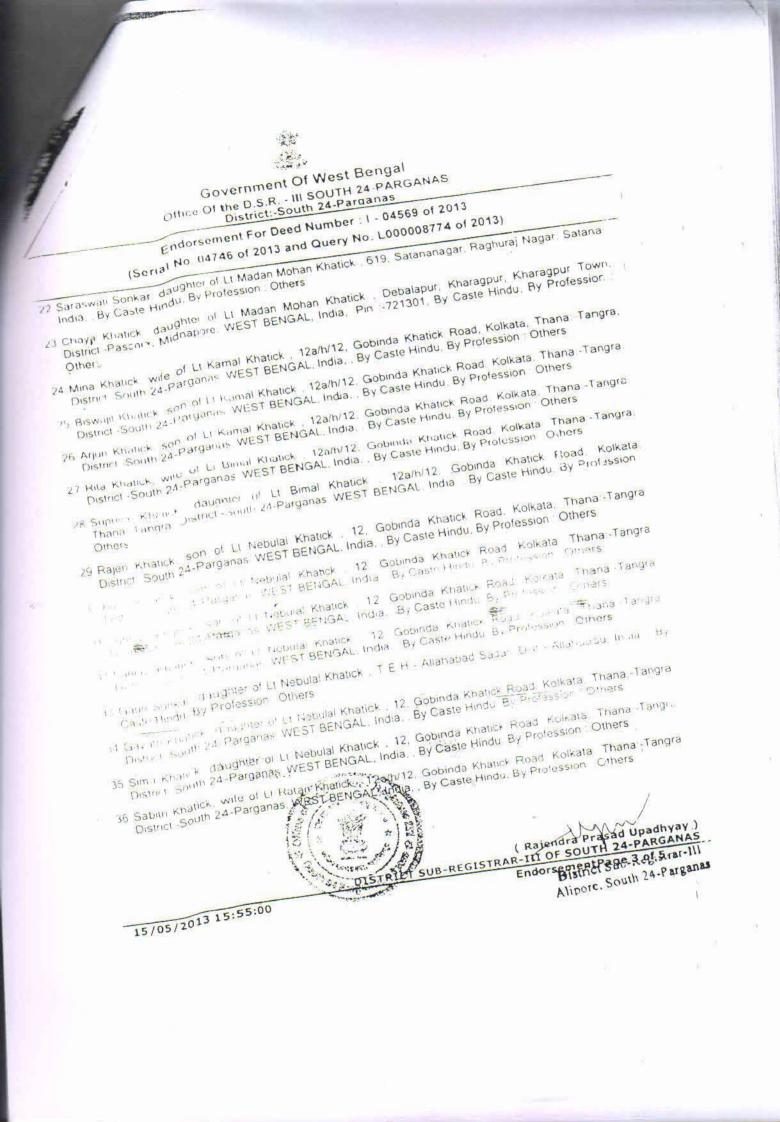
(Rajendra Plasad Upadhyay TRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

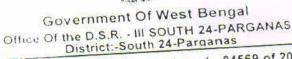
EndorsementPage 2 of 5

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Alipore, South 24-Parganas

15/05/2013 15:55:00





Endorsement For Deed Number : 1 - 04569 of 2013 (Serial No. 04746 of 2013 and Query No. L000008774 of 2013)

Chandan Khatick son of Li Ratan Khatick , 12a/h/12, Gobinda Khatick Road, Kolkata, Thana -Tangra District South 24-Pargarius WEST BENGAL, India, Pin -700046, By Caste Hindu, By Profession

- 3 Kaushalya Das, wife of Labulal Khatick , 22/1/a, Pulin Khatick Road, Kolkata, District -South 24 Parganas WEST BENGAL India. Pin :-700015, By Caste Hindu, By Profession Others
- 9 Purnima Hari Haughter of Bhutorana , 25/2, Pulin Khatick Road, Kolkata, District -Soute 24-Parganas, WEST BENGE India Pin 700015, By Caste Hindu, By Profession Others
- . 12a/h/12, Gobinda Khatick Road, Kcikata Thana -Tangra District -Sciuth 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession G Gokin Khatick son of 't Nanda Kumar Khatick
- 11 Mr. Sujit Arya, son of Sri Dayanand Arya, P-3, New C. I. T. Road, Kolkata, District -South 24-Parganas, WEST BENGAL, India. Pin 700073, By Caste Hindu, By Profession: Others
- Director Hentage Apartments Pvt Ltd. P-3, New C. I. T. Road, Kolkata, District. South 24-Parganas. WEST BENGAL India Pin 700973 By Profession Busines:
- Discrete District -Kolkata WEST BENGAL District -Kolkata WEST BENGAL 43 Bikash Agarwa!
- By Profession Business 1. Fig. 15. Armenian Street, District -Kolkata WEST 651, 54 Mahendra Kr Choudhury Oregon Charlenger . MACHO

Identified By Kiston & III - 2 of Ser of Li Tilak Singh Baid, 119a, Motilai Nehru Rost, norder District South 24-Pargative WEST BENGAL India, Pin -700029, By Caste Hindu By Profession Professionals

(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

On 13/05/2013

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 -1.94.03.452/

(Rajendra Prasad Upadhyay) SUB-REGISTRAR-III OF SOUTH 74-PARGANAS Endorsement Paga A. as Ciar-III

Alipore, South 24 Parganas

15/05/2013 15:55:00



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

Endorsement For Deed Number : 1 - 04569 of 2013 (Serial No. 04746 of 2013 and Query No. L000008774 of 2013)

Certified that the required stamp duty of this document is Rs - 1358263 /- and the Stamp duty paid as Impresive Rs - 5000/-

(Smritikana Panda) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

On 15/05/2013

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 53 of Indian Stamp Act 1899

Payment of Fees:

Amount by Draft

- 1 Rs 213479 Is paid, by the draft number 998974, Draft Date 10/05/2013, Bank Name State Bank of India Kolkata Main Br. received on 15/05/2013
- Fig. 10989: is paid by this draft number 998985, Draft Date 10/05/2013, Bank Name State Bank of India Kolkata Main Br received on 15/05/2013

) Under Adicte: A(1) = 2134133 - E = 14/- H = 28/- M(b) = 4/- on 15/05/2013

Deficit stamp duty

Deficit strings buty Rs 1383 (00) is paid by the draft number 993990 Draft Date 10/05/2013. Bank State Bank of the Kolkata Main Bril received on 15/05/2013

(Rajendra Prasad Upadhyay) DISTRICE SUB REGISTRAR III OF SOUTH 24-PARGANAS



(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 5 of 5

15/05/2013 15:55:00

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- 1) Saro Khatick @ Saru Devi wife of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN Vil From 65.
- Ram Krishna Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN AGFPK5048K)
- 3) Bharat Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CRUPK3878H)
- 4) Savitree Devi Sonkar daughter of late Murari Mohan Khatick wife of RoshanLal Sonker residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN Brazio (1641))
- 5) Deepa Devi Sonkar daughter of late Murari Mohan Khatick wife of Suresh Chandra Sonker residing at H. No. 518, Ward No. 3 Nagar Nigam, Satna, Teh Raghuraj nagar, Dist. Satna (PAN INITESSISSION)
- 6) Punam Devi Sonkar daughter of late Murari Mohan Khatick wife of Sambhu Khatick residing at 226, Satna Nagar, Ward KR 9, Muktya Raghuraj, Dist. Satnam (PAN BNVPS8642P)
- 7) Anusuea Khatick daughter of late Muran Mohan Khatick wife of Sambhu Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CUEPK4178F)
- 8) Sunita Agarwal daughter of late Murari Mohan Khatick wife of Ramesh Agarwal residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN ALVPA26,10C)
- Satrughan Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN APJPK9423K)
- 10) Durga Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN ASCPK9684M)
- 11) Shambhu Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CRUPR3877J)
- 12) Guru Pada Khatick son of late Murari Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CKUPK4081K)
- 13) Kamala Khatick daughter of late Murari Mohan Khatick wife of Shambhu Khatick residing at 19A, Sib Shankar Mallick Lane, Shyampukur, Kolkata - 700 004 (PAN CVYPK2256C)

- Mahender Sonker residing at H. No. 50, Vill. Patharana, Teh:
 Bhadohi, Dist: Bhadohi (PAN NIL- Form 60.
- Usha Rana daughter of late Murari Mohan Khatick wife of Joylal Rana residing at 69/H, Debendra Chandra Dey Road, Tangra, Kolkata - 700 015 (PAN BLUPR5085C), Voter ID no. WB/21/154/315525.
- 16) Tara Sonkar daughter of late Murari Mohan Khatick wife of Lt. Tarak Sonker residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN DQTPS1271M)
- 18) Lata Prasad daughter of late Murari Mohan Khatick wife of Umesh Prasad residing at Krishnagar Road (Sadar) Ward No. – 2 Shantipur, Nadia - 741404 (PAN BWTPP5226K)
- 19) Sita Khatick wife of late Madan Mohan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S Tangra, Kolkata (PAN CUGPK8254G)
- 200 Annol of all a Sol of late Madan Mohan Khatick residing at 12A/H. 12 to conda Khatick Road, P.S. Tangra, Kolkata (PAN BKWPK 100)
- 21) Gopal Khatick son of late Madan Mohan Khatick residing at 12A/H/12, Gobinia Khatick Road, P.S. Tangra. Kolkata (PAN AZRPK8069D)
- 22) Saras at Sonia: daughter of late Madan Mohan Khatick and wife of Angad Prasad Sonkar residing at 619, Satananagar, Raghuraj Nagar, Satana (PAN EKOPS7183C)
- 23) Chaya Khatick daughter of late Madan Mohan Khatick and wife of Sankar Prasad Khatick residing at Debalapur, Kharagpur, Kharagpur Town, Paschim Medinipur 721301 (PAN CSHPK SIZE)
- 24) Mina Khatick wife of late Kamal Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CVOPK0556Q)
- 25) Biswajit Khatick son of late Karnal Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CVOPK0557R)

- 201 Arjun Khatick son of Late Kamal Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CVOPKO558A)
- 27) Rita Khatick wife of late Bimal Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN BPZPK2197B)
- 28) Supriya Khatick daughter of Late Bimal Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata 700046 (PAN CVTPK1286L)
 - 29) Rajen Khatick son of late Nebulal Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN COHPK8469E)
 - 30) Bijen Khatick son of late Nebulal Khatick inother Late Phul Kumari Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN AQXPK1156G)
 - 31) Subhas Khatick son of late Nebulal Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN COOPK5557L)
 - 32) Sanjay Khatick son of late Nebulal Khatick residing at 12,
 Gobinda Khatick Road PS Tangra Folkata (PAN
 - Sonkar residing at Sohavatiyada (PAN EHUPS2341F)
 - 34) Gayatri Khatick daughter of late Nebulal Emitick father of Shyam residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN BOSPK1143M)
 - 35) Sima Khatick daughter of late Nebulal Khatick wife of Nand Kishore Khatick residing at 12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CQHPK8468F)
 - 36) Sabitri Khatick wife of late Ratan Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN COVPK9309P)
 - 37) Chandan Khatick son of late Ratan Khatick residing at 12A/H/12, Gobinda Khatick Road (Premises No. 12 A 51/1 except 14) 58 Tangra, P.S. Tangra, Kolkata 700046 (PAN BUWPK6980E)
 - 38) Kaushalya Das wife of Labulal Khatik residing at 22/1/A, Pulin Khatick Road, Kolkata 700 015 (PAN BLPPD0973G)

- Pulin Khatick Road, Kolkata 700 015 (PAN AISPH8560Q)
- 10) Golad Khatick son of late Nanda Kumar Khatick residing at 12A/H/12, Gobinda Khatick Road, P.S. Tangra, Kolkata (PAN CQOPK5556M)

shall unless repugnant to the subject or context be deemed to mean and include their respective heirs, administrators, executors, legal representatives, agents and assigns) of the FIRST PART

AND

- HERITAGE APARTMENTS PRIVATE LIMITED, a company having its registered office at P-3, New CIT Road, Kolkata 700
- 2 MR. SUJIT ARYA son of Sri Dayanand Arya having his office at P-3, New CIT Road, Kolkata 700 073 (PAN ACTPA8796J)

Herematier jointly referred to as the CONFIRMING PARTIES (which expression shall unless repugnant to the subject or context be deemed to mean at the case of the company its successors in deemed to mean at the case of the company its successors in office, successors in interest, agents and assigns and in case of the individual, his hears, acramistrators, executors, legal representatives, agent, and assigns of the SECOND PART

AND

MANGALDHAM REALESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15B, Armenian Street, Kolkata (PAN AAICM4266B) hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the subject or context be decided to mean and include its successors in office, successors in office, successors in office, successors in

WHEREAS:

A The Vendors and the Confirming Parties herein have jointly held out and represented to the Purchaser as follows

- One Munsi Mojahar Ali and Ahmed Ali were joint owners of land measuring about 1 Bigha 14 Cottahs 12 Square Feet be the same a little more or less togetherwith structures standing therein comprised in Mouza Gobra, Dihi Panchannogram, P. S. Beniapukur, Division IV, Sub Division 'O', Sub Registry Office Sealdah, District 24 Parganas
- Sometimes in the year 1919 the said Minshi Mojar Ali and Ahmed Ali sold and transferred the said entire plot of land to one Tinkari De, Sarkar and Nagendra Nath De Sarkar who upon becoming the owners thereof also applied for mutation and caused their names to be recorded in the office of the Collector, 24 Parganas.
- By a Deed of Partition dated March 29, 1932 made and executed by and between the said Tinkari De Sarkar and Nagendra Nath De Sarkar, various properties including the aforesaid land were partitioned and pursuant to such partition the said plot of land came to be exclusively allotted to Tinkari De Sarkar who became the sole and absolute owner thereof
- By a deed of sale dated 9th March, 1932 the said Tinkari. De Sarkar sold and transferred the said plot of land to one Bata Krishna Das who upon such purchase became the absolute owner thereof and also applied for mutation and caused his name to be recorded with the concerned land and revenue authorities.
 - The said Bata Krishna Das during his life time transferred a portion of the said land to one of his sons Manmotho Das and retained the balance in his own name.
- vi. The said Bata Krishna Das, died intestate in the year 1939, leaving behind his two sons, the said Manmotho Das and one Gopi Nath Das as his only legal heirs and successors.
- Vii. In a suit for partition being T. S. No. 42 of 1942 between the said two sons of Manmotho Das and Gopi Nath Das, a comprise decree dated 21st December, 1942 came to be passed whereby and whereunder the said entire plots of land was demarcated and partitioned into two lots being

Lots A & B and a common passage measuring about 2 Cottahs 04 Chittacks and 12 Square Feet was carved out for access, use and enjoyment of the said two lots, one each of the said lots being allotted to the said two sons.

Viii Subsequent thereto, the said Manmotho Das and Gopi
Nath Das sold various portions of their respective
allotments to one Prabhawati Dasi, one Sk. Sentu
Sardar and one Panu Bhuiyan.

By a Bengali sale deed dated 22nd March, 1948 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 20 at pages 158 to 163 Being No. 792 of 1948, the said Prabhawati Dasi wife of Lalit Mohan Kumar sold and transferred an area of 14 Cottahs 8 Chittacks forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of one Bhagwan Chandra Khatick.

x. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 2 Pages 1210 to 1215 Being No. 292 of No. I Volume No. 2 Pages 1210 to 1215 Being No. 292 of 1949, the said Sk. Sentu Sardar sold and transferred an area of 10 Cottahs fortune part of Premises No. 25, area of 10 Cottahs fortune part of Premises No. 25, area of 10 Cottahs fortune part of Premises No. 25, area of interest commen passage under the said share or interest commen passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.

By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 74 to 77 Being No. 293 of No. I Volume No. 10 Pages 74 to 77 Being No. 293 of 1949, the said Panu Bhuiyan sold and transferred an area of 02 Cottahs forming part of Premises No. 25, area of 02 Cottahs forming part of Premises No. 25, area of interest common passage under the said share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.

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Xii. By another Bengali sale deed dated 5th march, 1953 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 288 to 292 Being No. 546 of 1953, the said Manmotho Nath Das sold and transferred an area of 05 Cottahs forming part of Premises No. 25/1,

XV.

Huges Road Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.

Thus the said Bhagwan Chandra Khatick became the abosulte owners of the entire plot of land measuring about 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also including the common passage so earmarked under the compromised decree dated 21st December, 1942.

The said Bhagwan Das Khatick died intestate on 20th February 1969 leaving behind surviving him 2 sons namely Murari Mohan Khatick, Madan Mohan Khatick, one daughter namely Phul Kumar Khatick and the heirs of his pre-deceased daughter Jay Laxmi Khatick who inherited his entire estate including the said property

The said Murari Mohan Khatick had two wives namely Piyari Khatick (since deceased) and Saro Khatick. The said Murari Mohan Khatick died intestate on 31st July, 1984 leaving behind surviving, out of the wedlock of the first wife Piyari Khatick, since deceased him 2 (two) sons namely Ram Krishna Khauck (Vendor No. 2) and Bharat Knatick (Vendo: No 3) and 5 (five) daughters namely Sabitri Sonker (Vendor No. 4), Deepa Sonker (Vendor No. 5), Punam Sonker (Vendor No. 6), Anusuya Khatick (Vendor No. 7) and Sunita Agarwal (Vendor No. 8) AND his second wife the said Smt. Saro Khatick (Vendor No. 1) and from such wedlock 4 (four) sons and 6(six) daughters namely, Satrughan Khatick (Vendor No. 9), Durga Khatick (Vendor No. 10), Shambhu Khatick (Vendor No. 11), Guru Pado Khatick (Vendor No. 12), Kamla Khatick (Vendor No. 13), Uma Sonker (Vendor No. 14), Usha Rana (Vendor No. 15), Tara Sonker (Vendor No. 10), Lakshini Khatick (Vendor No. 17) and Lata Prasad (Vendor No. 18).

xvi. The said Madan Mohan Khatick died intestate on 23rd March, 1992, leaving behind surviving him his wife Sita Khatick (Vendor No. 19), 2 sons namely Amal Khatick (Vendor No. 20) and Gopal Khatick (Vendor No. 21) and 2

(IWA) daughters Saraswati Sonkar (Vendor No. 22) and Chaya Khauck (Vendor No. 23) and also the heirs of his predeceased son Kamal Khatick and Birnal Khatick. The said Kamak Khatick had died intestate on 3rd may, 2011, leaving behind surviving him his wife Mina Khatick (Vendor No. 24) and two sons Biswajit Khatick (Vendor No. 25) and Arjun Khatick (Vendor No. 26). The said Bimal Khatick had died intestate on 2nd June, 2001 leaving behind surviving him his wife Rita Khatick (Vendor No. 27) and one daughter Supriya Khatick (Vendor No. 28) and Smt. Sita Klahch (Vendor No 19) being his nothing The said Phul Kumari Khatick died on 26th November, 2011 intestate leaving behind surviving her Rajen Khatick (Vendor No. 29), Bijen Khatick (Vendor No. 30), Subhash Khatick (Vendor No. 31), Sanjay Khatick (Vendor No. 32), Gouri Sonkar (Vendor No. 33), Gayatri Khatick (Vendor No. 34), Sima Khatick (Vendor No. 35), the heirs of her predeceased son Ratank Khatick namely Savitri Khatick (Vendor No. 36) and Chandan Khatick (Vendor No. 37) and also Kaushalya Das (Vendor No. 38) as also the heir of her predeceased daughter Sumitra Rana namely Purnima Hari (Vendor No. 39)

The said Jay Laxmi Khatick had predeceased her father, the said Bhaghwan Khatick on 9 April, 1968, intestate, and is survivied by her only son, Gokul Khatick (Vendor No. 40) as her only legal heir, her husband late Nanda Kumar Khatick having died intestate on 31st January, 1998.

Thus the Vendors herein are the absolute owners and/or otherwise sufficiently entitled to the said property ALL THAT the piece and parcel of land measuring about 34 Cottahs 00 Chittacks 12 Square Feet be the same a little comprised in or forming Municipal Premises Nos. 25, Dr. Ambedkar Sarani (previously known as Huges Road) Kolkata and 25/1, Dr. Ambedkar Sarani (previously known as Huges Road) Kolkata both within P. S. Topsia under Ward No. 59 (previously Ward No. 61) of the Kolkata Municipal Corporation together with the brick built and other structures standing thereon in aggregate comprising of 7200 square feet be the same a little more

XVII.

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XIX.

or less including the common passage in between the said two premises measuring about 02 Cottahs 04 Chittacks

The said Madan Mohan Khatick had, claiming to be an intermeddler to the estate of the said Bhagwan Chandra Khatick) granted a lease of a portion of premises No. 25/1, Ambedkar Sarani (earlier known as Huges Road), Kolkata together with the brick built and other structures standing thereon, unto and in favour of one P. V. Kuruvilla by virtue of a deed of lease dated 29th June, 1973 registered at the Office of the Sub-Registrar, Sealdah in Book No. I, Volume No. 39 at pages 148 to 154 Being No. 1096 of 1973 for the period of 30 years commencing from 1st May, 1973.

A deed of rectification dated 28th March, 1981 was executed by the said Madan Mohan Khatick and the said lessee and was registered at the office of the Sub-Registrar, Sealdah in Book No. 1, Volume No. 1 Being No. 346 of 1981.

The said lease dated 29th June, 1973 came to an end by efficial of time but the said lessee and his heirs and also sub-tenants continued to occupy the said demised grentises inspite of being obliged to surrender and deliver up knas peaceful actual and vacant possession of such

heirs of the said P. V. Kuruvilla (who died intestate on 16th January, 2001) namely George Kuruvilla, Philip Kuruvilla and Miriam Gobdell and also with the other occupants of the said demised portion of land and obtained khas possession of the said demised premises.

The Confirming Parties thus came into possession of the entire premises No. 25/1, Ambedkar Sarani, Kolkata.

B. The Confirming Parties thereafter further negotiated with the Vendors and arrived at a mutual understanding whereby and whereunder the Confirming Parties obtained vacant possession of the entire premises and came into actual physical possession of the said Premises

- charges, vesting, acquisition, requisitions whatsoever and howsoever
- That the said premises is not affected by any proceedings or provisions under the Urban Land Ceiling (Acquisition & Regulation) Act, or Thika Tenancy.
- vi. That the vendors have not received any notices for acquisition or requisitions.
- vii. That there are no receovery proceedings pending against the Vendors or in respect of the said premises.
- G. The Purchaser relying upon the aforesaid representations and believing the same to be all true and correct has agreed to purchase 1/5th undivided share or interest in the said premises being ALL THAT the piece and parcel of land measuring about 34 Cottahs 00 Chittacks 12 Square Feet be the same a little comprised in or forming Municipal Premises Nos. 25, Dr. Ambedkar Sarani (previously known as Huges Road) Kolkata and 25/1, Dr. Ambedkar Sarani (previously known as Huges Road) Kolkata both within P. S. Topsia under Ward No. 59 (previously Ward No. 61) of the Kolkata Municipal Corporation together with the brick built and other structures standing thereon in aggregate comprising of 7200 square feet be the same a little more or less including the common passage in between the said two premises (the said entire plot of land comprising 55 two municipal premises is hereinafter referred to as the said premises). The Confirming Parties herein have also relanquished all their right title interest claim and demand whatsoever and howsoever in respect of the said premises and every part thereof proportionately in favour of the Purchaser herein.
- H. The purchaser has at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and has called upon the Vendor to grant this conveyance in its favour. The Confirming parties have also joined these presents to confirm the aforesaid.

NOW THIS INDENTURE WITNESSETH

that in the premises aforesaid and in pursuance of the Agreement arrived at between the parties and in consideration of the sum of Rs.

1,60,00,026/- (Rupees One Crore Sixty Lacs & Twenty Six) only of the Liwiul mency of the Union of India well and truly paid by the Purchaser unto the Vendors herein and also a sum of Rs. 10,00,000/ (Rupees Ten Lacs) only paid to the Confirming parties, the receipt whereof the Vendors and the Confirming Parties do and each of them doth hereby and also by the receipt granted hereunder admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser as also the said premises, the Vendors do and each one of them doth hereby grant sell transfer convey assign and assure unto and in favour of the Purchaser above named 1/5th undivided share or interest ALL THAT the piece and parcel of land measuring about 34 Cottahs 00 Chittacks 12 Square Feet be the same a little comprised in or forming Municipal Premises Nos. 25, Dr. Ambedkar Saranı (previously known as Huges Road), Kolkata and 25/1, Dr. Ambedkar Sarani (previously known as Huges Road), Kolkata both within P. F. Tsquare under Ward 50 59 (previously Ward No. 61) of the Kolkata Municipal Corporation the believith the brick built and other structures standing hiercon in aggregate comprising of 7200 square feet be the same a little more or less mediading the common passage in between the said two premises which is more fully described in the Schedule heretinilia written free from all encumbrances, mortgages, charges, liens, lispendens (save and except as stated hereinbefore), claims, demands, habilities, Bargas, attachments, acquisitions, requisitions and alignments whatsoever.

OR HOWSOEVER OTHERWISE the said premises or any part or portion thereof now are or heretofore were or was situated butted bounded called known numbered described and distinguished,

yards, courts, areas, gardens, trees, fences, hedges, ditches, sewers, drains, water, water courses, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or usually held or occupied therewith AND the reversion or reversions, remainder or remainders and all rents issues and profits thereof and every part thereof AND ALL the estate, right, title, interest, claim and demand whatsoever of the Vendors and the Confirming Parties in to upon or in respect of the said premises and every part thereof AND all deeds, pattahs, writings, muniments and evidences of title relating thereto or any part thereof, which now are or may hereafter be in the possession or custody of the Vendors and the Confirming Parties or any person or persons from whom the vendors and the Confirming Parties may procure the same without any action either at law or in equality.

Interest in the said premises which is hereby granted, assigned, assured and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever for an absolute indeleasible and perfect estate of inheritance thereof in the simple or an estate equivalent thereto without any manner of condition use trust and other things whatsoever to alter, defeat, encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lispendens, Bargas, claims, demands, liabilities, acquisitions, requisitions, alignments and attachment whatsoever.

AND the Vendors and also the Confirming Parties above named the and each of them doth hereby covenant with the Purchaser above named as follows:

- A. THAT notwithstanding any act deed matter or thing whatsoever by the Vendors and the Confirming Parties or their predecessors in title done, committed, executed or knowingly suffered to the contrary the Vendors are now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the respective said premises transferred, assigned and assured, without any manner of condition use, trust or other things whatsoever to alter defeat encumber or make void the same.
 - Minal solver as aforesaid, the Venders have good right, full power and absolute authority and indefeasible title to grant assign and assure the said plots of land respectively hereby granted assigned and assured/sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
 - C. AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said premises without any lawful eviction interruption, hindrance, claim or demand whatsoever from or by the Vendors and the Confirming Parties or any person or

persons lawfully or equitably claiming any estate or interest or right in the said premises and every part thereof;

- AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged by and at the costs and expenses of Vendors and the Confirming Parties and well and sufficiently indemnified of from and against all and all manner of claims charges, mortgages and encumbrances whatsoever made suffered, created, done, executed or occasioned by the Vendors and the Confirming parties or any other person or persons whomsoever lawfully or equitably or rightfully claiming any estate or interest or right as afteresaid.
 - E. AND THAT the said premises is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax authorities or the Estate Duty Authorities or other covernment authorities under the Public Demands Recovery Act or any other acts or otherwise nor is affected by any proceedings under the Urban Land Ceiling (Acquisition and Regulation Act), —
 - P AND THAT no declaration has been made nor any notice published nor any proceeding commenced for acquisition or requisition of the said plots of land or the said dwelling unit or any part thereof under the Land Acquisition Act and/or the W. B. Land Reforms Act or any other acts or laws for the time being in force;

AND ALSO THAT the Vendors and the Confirming Parties and all other persons having or lawfully or equitably claiming any estate, right, title, interest, trust, property, claim and demand whatsoever in the said premises hereby granted and assigned or any part thereof from under or in trust for the Vendors and the Confirming Parties shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser in the manner aloresaid, as shall or may be reasonably required;

H. AND THE Vendors and the Confirming Parties do and each one of them doth hereby indemnify and covenant to keep the Purchaser indemnified against any claim or demand arising in respect of the said premises or any part thereof by reason of any act or deed or misrepresentation on the part of the Vendors or the Confirming Parties

AND THE Vendors and/or the Confirming Parties herein shall bear and pay the rents, Municipal Rates and Taxes, Land revenue and all other rates, taxes and outgoings in respect of the said premises for the period up to the date of this Deed and in this regard, the Vendors and the Confirming Purties shall keep the Purchaser as also the said premises and every part thereof absolutely indemnified and harmless.

legal and physical possession of the said premises jointly with the other purchasers in respect of the entire premises.

AND THAT the Vendors and the Confirming Parties have handed over all documents and papers in their possession in respect of the said premises unto the Purchaser. The Vendors and Confirming Parties have further assured and confirmed that there are no other documents or papers in their possession and in case any such document is subsequently found, the Vendors and Confirming Parties shall deliver the same to the Purchaser and in the mean time continue to hold such documents as trustees of the Purchaser.

THE SCHEDULE ABOVE REFERRED TO

1/5th UNDIVDIED SHARE OR INTEREST IN ALL THAT the

square Feet be the same a little comprised in or forming Municipal Premises Nos. 25. Dr. Ambedkar Saram (previously known as Huges Road) Kolkata and 25/1, Dr. Ambedkar Saram (previously known as Huges Huges Road) Kolkata both within P. S. Topsia under Ward No. 59 (previously Ward No. 61) of the Kolkata Municipal Corporation (equivalent to 4894.40 sq. ft.) together with the brick built and other structures standing thereon in aggregate comprising of 7200 square feet be the same a little more or less including the proportionate share or interest in the common passage in between the said two premises having an area of 02 Cotttahs 04 Chittacks and also all casmentary and quasi-casmentary rights, the said premises more

fully mentioned and described in a map attached hereto bordered in RED Colour partly occupied by Tenants and occupiers.

Or Howsoever otherwise the said premises or part thereof now are or heretofore were or was situated butted bounded called known numbered described and distinguished;

IN WITNESS WHEREOF the parties hereto have hereunto put their hands and scals the day month and year first above written

DELIVERED by the VENDORS abovenamed at Kolkata in the presence of:

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Ram Krushma Knowski.

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