A083/10 D-5897/10

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

V/C-1258/10
784876

At 08-00 P.M.
28.05.10
Q ND-9245/10

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-I, Kolkata
16.06.10

THIS INDENTURE made this 28th day of May two thousand Ten BETWEEN ASOKE KUMAR BASU son of Niirmal Kumar Basu residing at P-49, Bangur Avenue, Block- C, P.S. Lake Town, Kolkata- 700 055, by Nationality- Indian, by religion Hindu, and by occupation - Business,

18468
173
18641
650
19291

Jy 400
650

represented by his Constituted Attorney Sm. Dipali Mondal daughter of late Baidyanath Biswas residing at 44D, Baburam Ghosh Road, P.S. Regent Park, Kolkata-700040, hereinafter called 'The VENDOR' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors, administrators and legal representatives) of the ONE PART AND BENGAL CONSTRUCTION a Partnership firm having its office at 62, Park St., Kolkata-700017 represented by its one of the Partners Waquar Ahmed Khan son of Abdul Shakil Khan residing at 62, Park St., P.S. Muchipara, Kolkata-700017, by Nationality- Indian, by faith Muslim and by occupation- Business, hereinafter called 'The PURCHASERS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office for the time being and assigns) of the OTHER PART.

WHEREAS one Jugal Chandra Mondal was the absolute owner of a plot of Sali land in Mouza-Nayabad, C.s. Khatian No. 5 & 6, R.s. Khatian No. 127 & 128, R.S. Dag No. 195 with other Khatian and Dag measuring an area of 29 Bighas ;

AND WHEREAS the said Jugal Chandra Mondal entered into an agreement with Kanti Ranjan chakraborty to sell plot of land ;

AND WHEREAS the said Jugal Chandra Mondal who was during his life time and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on 6th August 1971 leaving him surviving his daughter-in-law Sm. Gouri Rani

Mondal and grand daughter Sm. Kushumika Das and interalia the said plot of land ;

AND WHEREAS by a Bengali Kobala dated 15th March 1996 and registered in the office of the District Sub-Registrar III, Alipore in Book No. I, Volume No. 20, Pages 496 to 503, Being no. 1079 for the year 1996 the said Sm. Gouri Rani Mondal and Sm. Kushumika Das for the consideration therein mentioned granted conveyed and transferred the said plot of land particularly described in the schedule thereunder written unto Kanti Ranjan Chakraborty ;

AND WHEREAS by a Bengali kobala dated 11th February, 2002 and registered in the office of the district Sub-Registrar III, Alipore in Book No. I, Volume No. 42, Pages 458 to 471 being no. 1699 for the year 2002 the said Kanti Ranjan Chakraborty for the consideration therein mentioned granted conveyed and transferred a plot of Sali land measuring 2 cottah 3 chittacks be the same a little more or less particularly described in the schedule thereunder written hereinafter unto Asoke Kumar Basu the Vendor herein absolutely ;

AND WHEREAS thus the vendor herein became the absolute owner of the said plot of land ;

AND WHEREAS the vendor has agreed to sell and the purchaser has agreed to purchase the said plot particularly described in the schedule hereunder written in fee simple in possession and free from all encumbrances at or for the price or sum of Rs.6,00,000/- (Rupees Six lakhs) only.

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 to the Vendor paid by the Purchasers on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admits and acknowledges and of and from whereof the Vendor doth hereby acquit, release and for ever discharge the Purchaser as well as the said premises) the Vendor do hereby grants, conveys, transfers, sells and assigns unto and in favour of the Purchasers ALL THAT piece or parcel of land with structure thereon particularly described in the Second schedule hereunder written OR HOWSOEVER OTHERWISE the said property or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH the benefits of all and ancient and other rights, liberties easements, appendages, appurtenances and all estate right, title and interest whatsoever of the Vendor in the said property free from all encumbrances and attachments whatsoever TOGETHER WITH all pits, areas, sewers, drains, ways, paths, passages, water, water courses, fences, hedges, bushes, light all manner of rights, liberties easements and appurtenances whatsoever belong to the said property or in anywise appurtenant thereto or usually held occupied or enjoyed or adopted reputed deemed taken or known as part or parcel or member thereof or appurtenant thereto AND ALL reversion or reversions, remainder or remainders and the rents, issues and profits thereof and all the estate right, title interest claim and demand whatsoever of the Vendor into or upon the said property or any part thereof TOGETHER WITH all deeds

pattahs muniments of title whatsoever in anywise relating to or concerning the said property or any part thereof which now are in the possession power or control of the Vendor or any other person or persons from whom the Vendor can procure the same without any action or suit TO HAVE AND TO HOLD the said property hereby granted transferred sold conveyed assigned and assured or expressed so to be unto and to the use of the Purchasers in fee simple in possession free from all encumbrances and discharges for ever and the Vendor do hereby for his heirs, executors, administrators and assigns covenant with the Purchasers AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary he the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted transferred sold conveyed assigned and assured or expressed to be unto and to the use of the Purchasers in the manner aforesaid and the Purchasers shall and will and at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents, issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor or any person or persons now or hereinafter lawfully and equitably claiming or to claim from under or in trust for him AND THAT free and clear and freely and clearly and absolutely discharged or exonerated or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified from or against all former and other estate charges liens encumbrances attachments and executions whatsoever had made done executed occasioned or suffered by the Vendor or any person or persons claiming from through under or in trust for the

Vendor as aforesaid AND FURTHER that the Vendor and all or every person or persons having or claiming or who shall or may have claim any estate right title interest claim demand whatsoever in law or in equity into or upon the said property hereby granted so to be or any part thereof under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and the cost of the Purchasers made do acknowledge and executed or cause to be done or executed all such further and more effectually and satisfactorily granting or assuring the said property and every part or parcel thereof unto and to the use of the Purchasers in manner aforesaid as the Purchaser shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of ~~Sali~~ land in District South 24-Parganas, Pargana-Khaspur, P. S. Kasba, Sub-registry Sealdah, Collectorate Touzi No. 56, R.S. No. 3, J.L. No. 25, Kolkata Municipal Corporation Ward No. 109, Mouza-Nayabad, C.S. Khatian No. 5 & 6, R.S.Khatian No. 127 & 128, R.S. Dag No. 195 measuring an area of 2 cottah 3 chittacks having a R.T.Shed of 100 Sft. now numbered as 2907, Nayabad of Kolkata Municipal Corporation together with all easement right under the common passage on the West the said plot is known as Block 'B' Plot no. 24 more particularly delineated in the map or plan annexed hereto and bordered 'Red' and butted and bounded-

Dipali Mondal

Dipali Mondal

Dipali Mondal

ON THE NORTH : By plot no. P-16

ON THE EAST : By plot no. P-25.

ON THE SOUTH : By plot no. P-34 & 35.

ON THE WEST : By 20′ common passage.

OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written

SIGNED AND DELIVERED by the
Vendor at Calcutta
in the presence of:

Dipali Mondal
As the constituted attorney of
Asoke Kumar Basu

Advocate
10, Old Post Office St.
Kolkata

Prakash Mondal
44D, Baburam Ghosh Road
Kolkata - 700040

SIGNED AND DELIVERED by the
Purchasers at Calcutta
In the presence of :

Bengal Construction
Partners
(WAQUAR A KHAN)

Advocate

Prakash Mondal

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.6,00,000/- (Rupees Six lakhs) only being the full consideration money as per memo below.

Rs.6,00,000/-

MEMO OF CONSIDERATION

By Demand Draft no. 002935 dated 28.5.2010 of ICICI Bank, Ballygunge Branch, Kolkata, in favour of Sm. Dipali Mondal for . . . . . Rs. 6,00,000/-

Rs. 6,00,000/-

Rupees Six lakhs only

witnesses:-

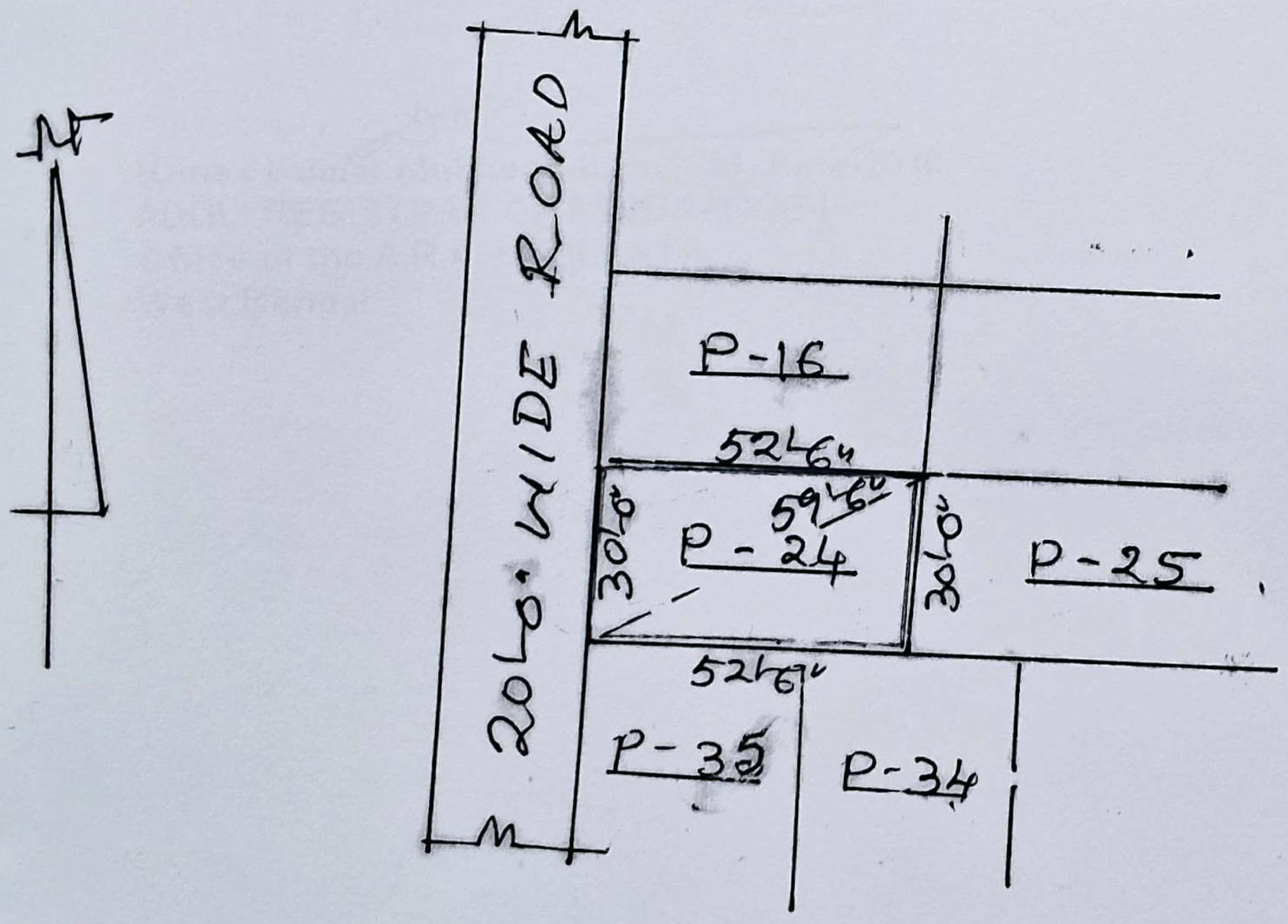
Arkar
Advocate

Prakash Mondal

Dipali Mondal
As the constituted attorney of
Asoke Kumar Basu

TE PLAN AT PORTION OF C.S. DAG NO-102
-S. KHATIAN NO- 5; 6; 8. PORTION OF R.S.
DAG NO- 195; R.S. KHATIAN NO- 127; 128;
IN MOUZA- NAYABAD; J.L-NO-25; R.S. NO-3
SHEET NO-2; P.S- KASBA-
Dt-SOUTH 24 PGAS; UNDER K.M.C. WARD NO-109
BOROUGH NO-XII BLOCK-"B" SCALE- 40'-0" = 1" INCH.

AREA OF LAND- 2KH 03CH 05SFT. (M/L).
SHOWING THE RED BORDER.



Dipali Mondal
as the constituted
attorney of
Asoke Kumar Basu

Partners

DRAWN BY
SASANKA DEY (AMIN)
R.O. NO. 879/89, KASBA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 1 to 15
being No 05817 for the year 2010.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dines Kumar Mukhopadhyay) 18-June-2010
ADDL. REGISTRAR OF ASSURANCE-I
Office of the A.R.A.-I KOLKATA
West Bengal