

Addi District Sub-Registral

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THIS INDENTURE is made this the 18 M day of Moy in the year 2006 by: 29 DEC 2006

SMT. DIMPLE CHHABRA W/o. Sri Gulshan Chhabra, by faith Hindu, citizenship Indian; by occupation Housewife (PAN No. ACSPC9017H), resident of Murgasole, P.O. Asansol-3, P.S. Asansol (S), Chowki & Addl. Dist. Sub Registry Office Asansol, Dist. Burdwan hereinafter called the ASSIGNOR (Which expression shall unless excluded by or repugnant to the context include all her heirs, successors, legal representatives and assigns) of being Party of the

FIRST PART.

Representation for the difference of the properties as assured by R.O. was IGR will be constituted by R.O. was IGR will be constituted by R.O. was IGR will be constituted by R.O. No. 2106/(19)/

Addl. Dist. Sub-Registrat, Assams

29 DEC 2006



02CC 472133

AND

office at Jayanti Enclave, Apcar Garden, Asansol-4, Dist. Burdwan and represented

by its partners:

1. SMT. SUJATA ROY, W/o. Sri Madhabendra Nath Roy, resident of Ghanty Galli, P.O. Asansol-1, P.S. Asansol (S), Dist. Burdwan.

2. SRI HOLA RAM, S/o. Late Kishan Chand, resident of Dhadka Road, Asansol-

2, P.S. Asansol (N), Dist. Burdwan,

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(3)

3. SRI RAMESH CHANDRA PAUL S/o. Late Jogesh Chandra Paul, resident of Sarada Pally, Vidyasagar Sarani, Asansol-4, P.S. Asansol (S), Dist. Burdwan.

4. SRI MADHABENDRA NATH ROY S/o. Late Baidyanath Roy, resident of Ghanty Galli, P.O. Asansol-1, P.S. Asansol (S), Dist. Burdwan, all by faith Hindu, citizenship Indian, by occupation business hereinafter called the ASSIGNEES (which expression shall unless excluded by or repugnant to the context all its successors-in-office, legal representatives and assigns) of the OTHER PART.

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हम्बद्ध पाँश्चम बंगाल WEST BENGAL

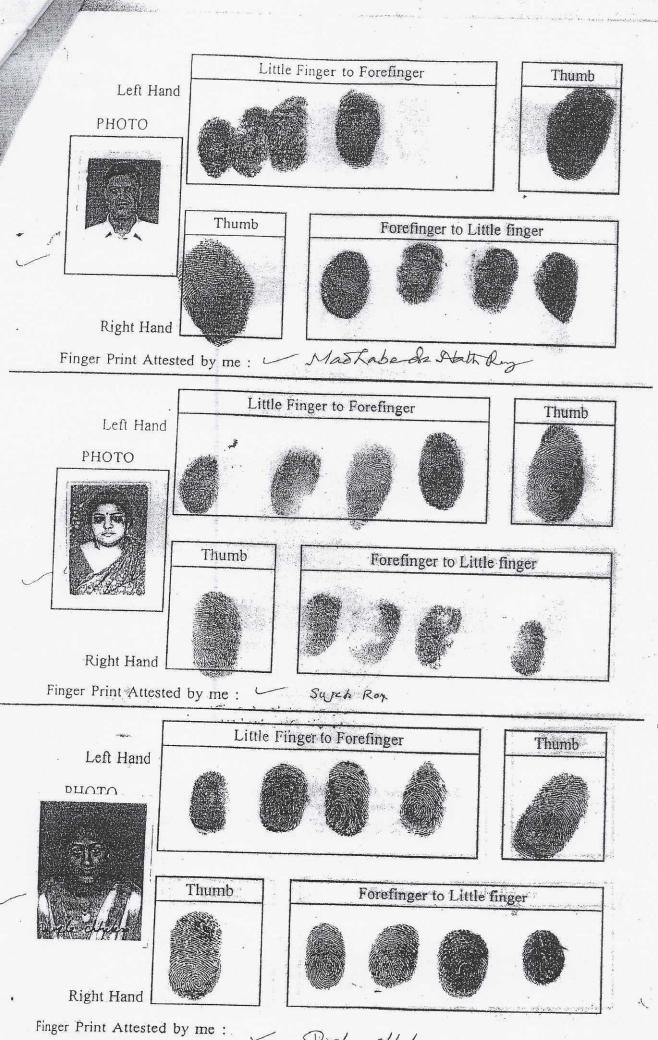
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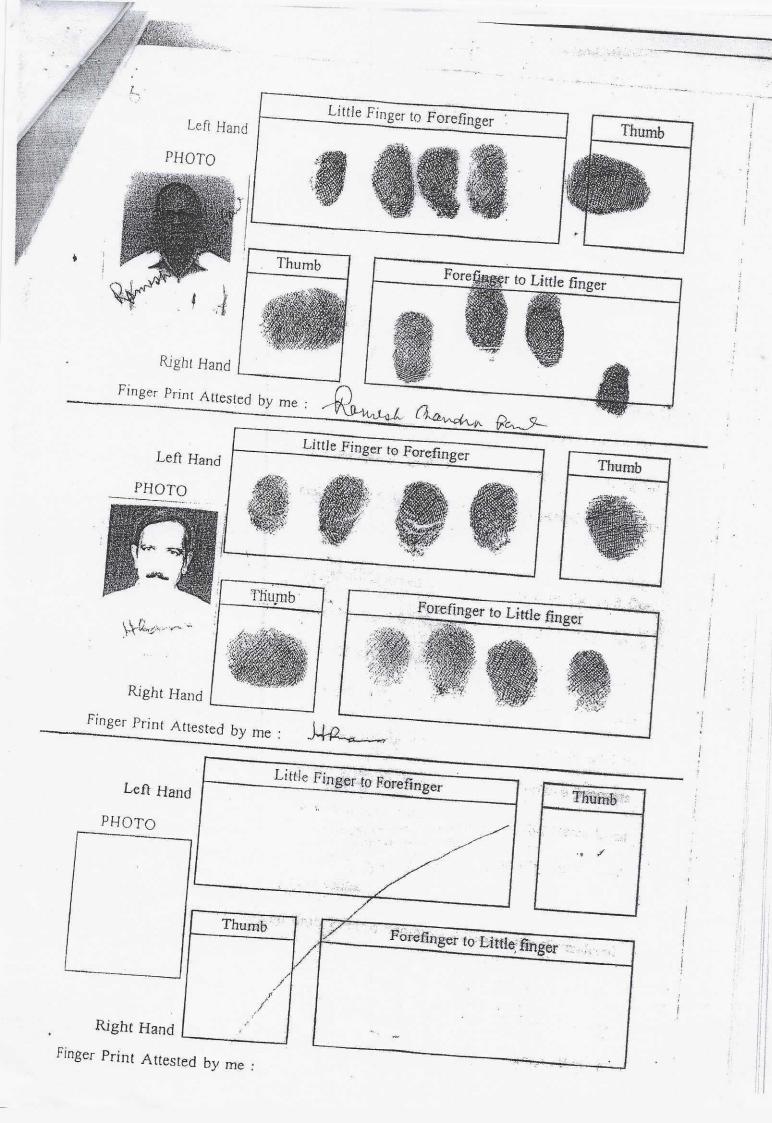
(4)

WHEREAS the assignees having formed a Partnership Firm carrying on business under the name and style of "SQUARE GROUP" having its office at Jayanti Enclave Apcar Garden G.T. Road, Asansol-4;

AND WHEREAS "The Karunamoyee Co-operative Housing Society,"
Limited" (hereinafter referred to as the said co-operative society) a registered
Co-operative Housing Society having its Regd. Office at West Apcar
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Ruple chhatre.



Garden, P.O. Asansol-4, Dist. Burdwan was granted lease of 248.20 Cottahs of land comprising the schedule mentioned in the said Deed of Lease by the West Bengal Housing Board by a registered Deed of Lease dated 28.7.1987 being No. 4029 of Asansol Additional District Sub-Registry Office for a period of 999 years at an annual rent of Rs. 1/-;

AND WHEREAS by rights reserved in the said lease of the said Cooperative Society by a registered Deed of Sub-Lease dated 27.11.1987 being Deed No. 6123 for the year 1987 of Asansol Additional District Sub-Registry Office the land more fully mentioned in the schedule below was settled / sub lease by the Karunamoyee Co-operative Housing Society Limited out of the land so mentioned in the schedule thereof to one of its members Smt. Purnima Sengupta for a period of 999 years at an annual rent of Rs. 1/- only by a Registered Deed of Lease dated 27.11.1987 being Deed No. 6123 for the year 1987 of Asansol Additional District Sub-Registrar Office;

AND WHEREAS said Smt. Purnima Sengupta subsequently surrendered the said Sub Lease in favour of the Karunamoyee Co-operative Housing Society Limited by a Registered Deed of surrender dated 30.1.2001 being Deed No. 479

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for 2001 of Asansol Additional District Sub Registry Office and delivered possession of the schedule mentioned land to the said Co-operative Society;

AND WHEREAS the said land measuring 6 Cottahs 13 Chhitaks 30 sq. ft. of Mouza Kumarpur more fully mentioned in the schedule below thereafter was settled/Sub Lease by the Co-operative Society to the Assignee Smt. Dimple Chhabra the Party of the First Part for a period of 999 years at an annual rent of Rs. 1/- only by a registered Lease Deed being No. 483 for the year 2001 of Asansol A.D.S.R. Office;

AND WHEREAS by such settlement by way of lease the Party of the First Part thus lawfully acquired ownership and had been/has been in peaceful and uninterrupted possession of the said land by raising a mud built tile shed room which are more fully mentioned in the schedule below:

AND WHEREAS the Assignor being in urgent need of money to meet her legal requirement and expenses declared and expressed her intention to demise and transfer the schedule mentioned property which is more specifically shown in the accompanying sketch map;

AND WHEREAS the Assignees having come to know of such intention and declaration of the Party / of the First Part proposed and offered to the schedule mentioned property settled with them at a total consideration of Rs. 6,00,000/- (Rupees Six Lacs) only:

AND WHEREAS the said Co-operative Society has consented to it by way of no objection to the assignors intention for the same and conveyed the same and conveyed the same and conveyed the same by letter dated 24/11/2005 to the party of the First Part;

AND WHEREAS the Party of the First Part considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality accepted the said offer of the party of the Second Part and agreed to sell, convey and transfer the schedule mentioned property unto and in favour of the assignees at and for the said total consideration of Rs. 6,00,000/- (Rupees Six Lacs) only on the terms mentioned hereinbelow:

# NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS

That in pursuance of the said settlement between the First Party and the Second Party and in consideration of the said sum of Rs. 6,00,000/- (Rupees Six Lacs) only paid by the Second Party to the First Party (the receipt whereof the First Party does hereby admit and acknowledge) as total price of the said property, the assignor doth hereby grant, convey and transfer unto and to the use of the said Second Party all the property more fully and particularly described, mentioned in the schedule below together with whatsoever right tittle and interest including the right of path, passage, lights, liberties, privileges, easement and appurtenance whatsoever attached and concerning to the said land and property

free from any of all encumbrances TO HAVE AND TO HOLD the said land and property hereby granted, conveyed and transferred unto and to the use of the said Assignees of Second Part absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said First Party for herself, her heirs, and successors doth hereby declare and covenant with the Second Party that the assignor has good title, full power and absolute right to transfer the schedule mentioned property and further declare that she is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and property First Party has not in any way encumbered the schedule mentioned property intended to be conveyed by this Deed of Sale AND THAT the said Second Parties including all its successorsin-office and legal representatives shall and may at all times peacefully quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof with liberty to raise/erect all sorts or construction upon the said property in accordance with law without any interruptions, obstructions, claim, and/or demand whatsoever from or by the First Party or any person/persons lawfully/ equitably claiming under or in trust for her AND THAT the said First Party shall and will for all times to come at the cost and request of the said Second Party do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of the Second Party relating to the

said property AND THAT the First Party doth hereby further declare and covenant with the said Second Party that if it transpires that the schedule mentioned property is not free from all encumbrances and/or the First Party has no valid perfect and marketable title to the said property as hereinbefore stated by the First Party in that event the First Party including all her legal heirs and successors will be bound to pay back the entire consideration amount with legal interest to the Second Party and shall also be liable to make good and indemnify all losses damages which the Second Party may suffer due to any defect in the title of the First Party in respect of the said property hereby transferred to the Second Party;

AND THAT it is further declared by the First Party that the Second Party by virtue of this indenture will be competent and entitled to get its name mutated in the records of S.D.L. & L.R.O. Extn. Part-I, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and the First Party undertakes to render all such help and assistance as well be found essential in this regard;

### SCHEDULE OF THE PROPERTY REFERRED TO:

In the District of Burdwan, P.S. Chowki, Sub-Division and Additional District Sub Registry Office, Asansol, with Mouza Kumarpur, J.L. No. 19 under the limits of Asansol Municipal Corporation, Ward No. 30 all that homestead land Contd...Page- 10

being residential cum commercial plot being Drawing Plot No. B-1 on the Western said of Kanyapur Link Road at Kalyanpur Housing Estate, Asansol measuring 6 six Cottahs 13 thirteen Chittaks 30 thirty sft. comprising Plot Nos. 130, 131, 140 in full and Part of Plot Nos. 127, 128, 129, 132, 134, 136, 137, 138, 139, 141, 192 and 19 including one mud built tile shed room containing covered area of 100 (One hundred) sft.

Butted and bounded by:

On the South

By Drawing Plot No. C-2.

On the North.

By Drawing Plot No. A-1.

On the East

By drain thereafter 21'-9" wide road of West Bengal

Housing Board.

On the West

By Khas land of West Bengal Housing Board.

The said property hereby sold is more specifically delineated in the sketch map hereto annexed and thereon shown in RED border which shall form Part of this Deed.

The Annual rent of Rs. 1/- is payable to the West Bengal Housing Board, 105, S. N. Banerjee Road, Kolkata - 700 014 for the balance of any.

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#### MEMO OF CONSIDERATION

- 1. Rs. 2,00,000/- (Rupees two lacs) only paid by cheque No. 383068 dated 02/9/2005 of Vijaya Bank, Asansol Branch.
- 2. Rs. 4,00,000/- (Rupees four lacs) only paid by cheque No. 088562 dated 18/05/2006 of Bank of India, Burnpur Branch.

Total Rs. 6,00,000/- (Rupees six lacs) paid by Purchaser to the vendor.

IN WITNESS WHEREAS the First Party named above signed and executed this Deed of Sale on the day, month and year first above written.

WITNESSES +

Kunorphr Kunorphr Asanson,

Ringle Chlubra.

Signature of the Vendor

2 Surreto Silo Burnom

Prepared by me and printed in my office

Nonce Shley Mil

(Nanda Dulal Mitra)

Licence No. 28

A.D.S.R. Office, Asansol

A sheet containing the self attested photo & finger print of the parties concerned attached between Page No. 4 & 5 of this Deed.

Ringle chhakra.

SKETCH SHOWING LAND WITH KATCHA ROOM SOLD BY SMT. DIMPLE CHHABRA I SRI GULSHAN CHHABRA IN FAVOUR OF SQUARE GROUP' REPRESENTED BY ITS NERS 1. SMT. SUJATA ROY 2. SRI HOLA RAM 3. RAMESH CH. PAUL 4. MADHABENDRA NA

## LAND SCHEDULE

DISTRICT-BURDWAN P.S.- ASANSOL MOUZA- KUMAR PUR J.L. Nº 19, PLOT Nº.:

131, 140 & PART OF 127, 128, 129, 132, 133, 134, 136, 137, 138, 139, 141, 192 & 19.

DRAWING PLOT Nº B-1 WITHIN WARD Nº 30 OF ASANSOL MUNICIPAL CORPN.

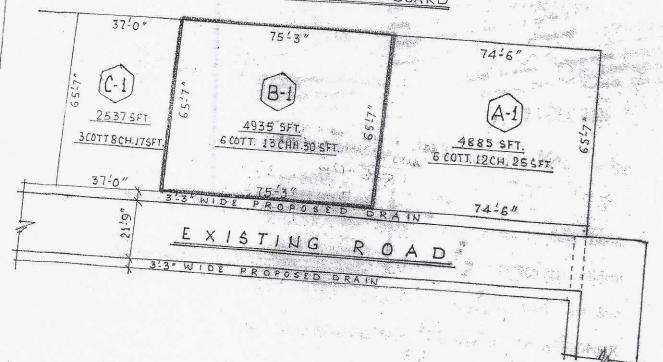
AREA OF LAND 6 COTTAHS 13 CHHITAKS 30 SFT & ONE MUD BUILT

TILE SHED ROOM CONTAINING COVERED AREA 100 SFT.

SHOWN IN RED BORDER THUS

SCALE: 1"= 33:0"

## LAND OF HOUSING BOARD



Righte chhebra. SIGNATURE OF VENDOR

DRAWN BY: Subnat Silve 20.1.2006