

& 8 FEB28FF DEED OF SALE OF Rs. 5,50,000/-

Area of Land sold is: 11 cottahs 8 chhitaks with

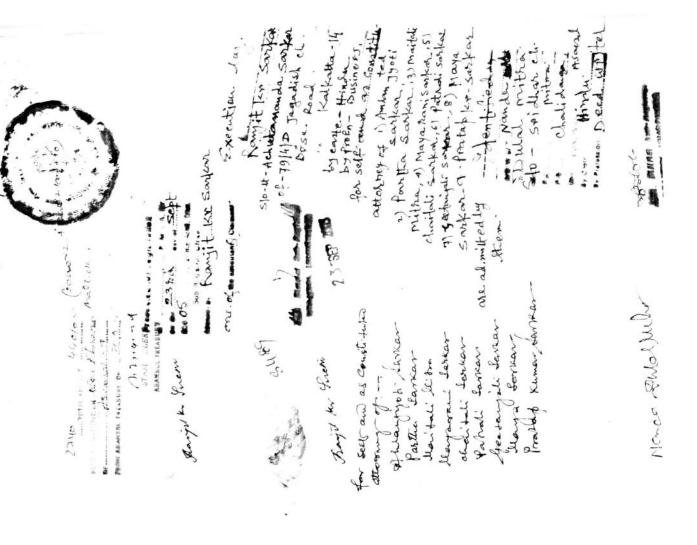
Sur-Regional, Amortacture being part of R.S. Plot No. 23253 of Mouza Specifics Be seemed by A.C.; wide Notice as the specifics of 23-21 F.T. 21-12-05 responsively. A.C. Solo 22-12-05 responsively. A.C. Solo 22-12-05 responsively.

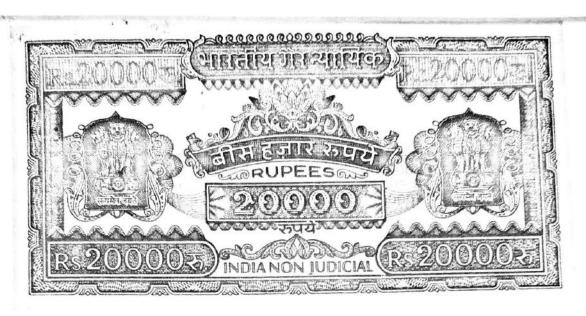
Asansol Municipality, P.S. Asansol, Ward No. 17 of A.M.C.

THIS DEED OF SALE made this the 23 xcl. day of subtember

in the year 2005 by:

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(2)

(1) Amlan Jyoti Sarkar, (2) Partha Sarkar, (3) Maitali Mitra sons and daughter of Late Rajendra Nath Sarkar (4) Mayarani Sarkar W/o Late Rajendra Nath Sarkar (5) Chaitali Sarkar (6) Patrali Sarkar, (7) Geetanjali Sarkar all daughters of Late Ajit Kumar Sarkar, (8) Maya Sarkar W/o Late Ajit Kumar Sarkar (9) Pratap Kumar Sarkar S/o Late Baidyanath Sarkar (10) Ranjit Kumar Sarkar S/o Late Achutananda Sarkar, all by faith Hindus, by occupation business and Contd. Page 3

your

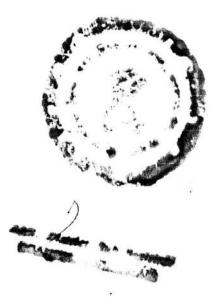
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TOTAL AMOUNT 440/07 - (2000001 + 3000 + 1000 + 10)

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ABANSUL TREASURE



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(3)

housewife, citizenship Indian, resident of: 79/4/D, Acharjee Jagadish Chandra
Bose Road, Kolkata-14 hereinafter jointly and severally called the "VENDORS"

(which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the ONE

PART;

(The Vendors No. 1-9 are represented by their constituted attorney Sri

V. W. Onlaw the Wandon No. 10 named above

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IN FAVOUR OF

- 1. MD EHSAN-MALLICK; S/o Late Abdul Quadir Mallick
- 2. ZERINA KHATOON W/o Md Ehsan Mallick, both by faith Muslim, by occupation business and housewife respectively, citizenship Indian, resident of Mallick Mansion, 49, G.T. Road (East) Asansol-1, P.S. Asansol (S), chowki & Addl. Dist. Sub Registry office Asansol, District Burdwan hereinafter jointly and severally called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the OTHER PART;

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FROM ABANSON TREASURY ON 21:9:5

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WREREAS :-]

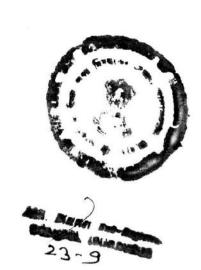
one Nibaran Chandra Sarkar (since deceased) S/o Late Iswar Chandra Sarkar, the predecessor-in-interest of the Vendors was a lawful owner and in possession of C.S. Plot No. 5791 along with various others C.S. Plots with building and different structures standing there on situated in Mouza: Asansol Municipality, J.L. No: 20, P.S Asansol, Dist: Burdwan and accordingly the said property had been duly and correctly recorded in his name in C.S. Khatian No. 2929 of the said Mouza;

2240 440/02 (2000×2 - 3000+1000+10)

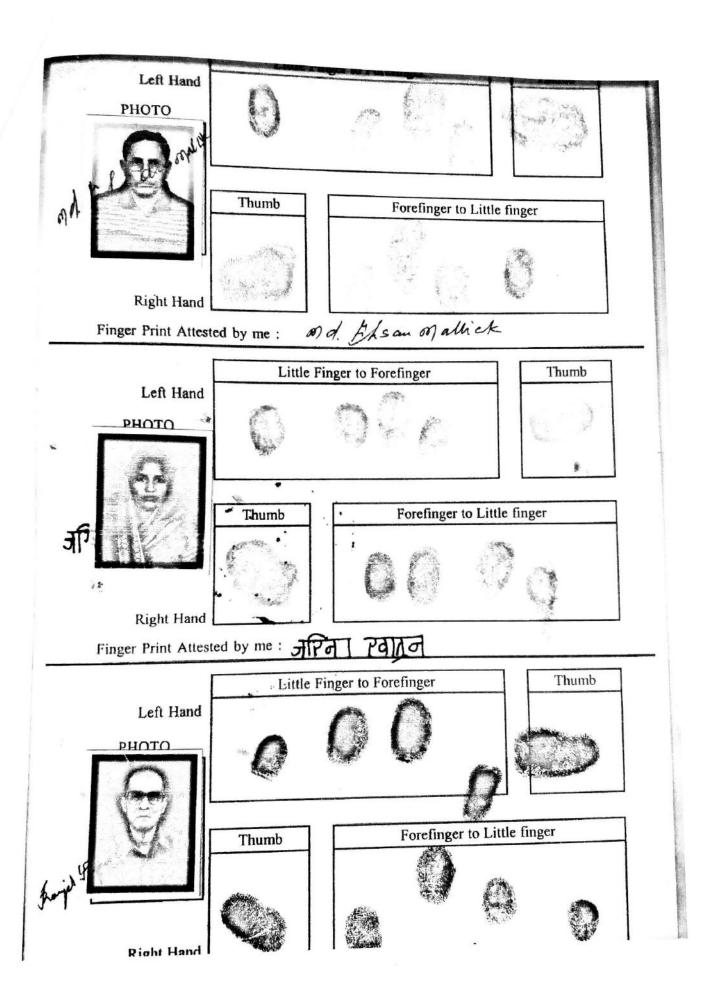
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ARABOR TREASURY

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the land comprised in R.S. Plot No. 23253 corresponding to part of C.S. Plot No: 5791 having total area of 0.915 acres with the then old structures along with various other properties had also been duly and correctly recorded in the name of said Nibaran Chandra Sarkar in R.S. Khatian No: 13319 of Mouza: Asansol municipality.

AND WHEREAS :-

after death of aforesaid Nibaran Chandra Sarkar the vendors being his descendants i.e. vendors No. 1-3 and 5,6,7 and 10 being the great grand children and the vendors No. 4 and 8 being the great grand-daughters-in-law and the vendor No. 9 being the grand son of the said deceased Nibaran Chandra Sarkar have jointly inherited the said property in different shares and became joint owners-in-possession of the said property;

AND WHEREAS :-

the said property which had been all along in the peaceful ownership and possession of said Nibaran Chandra Sarkar stood included in the Assessment Register of the then Asansol Municipality now Asansol Municipal Corporation as Holding No. 49, G.T. Road (East), Ward No. 17;

the vendors being in urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer 11 eleven cottahs 8 eight chhitaks of land being part of R.S. Plot No. 23253 along with old and dilapidated tile thatched structure standing therein which is more fully mentioned in the schedule below and more specifically shown in the accompanying sketch map;

AND WHEREAS:-

the vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the schedule mentioned property which was and is free from all encumbrances charges and/or mortgages;

AND WHEREAS:-

The purchasers who are well known to and well-wishers of the vendors since the time of their predecessor-in-interest and being owners of adjoining property having come to know of such intention and declaration of the vendors proposed and offered to purchase the schedule mentioned property on payment of valuable consideration;

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after mutual discussion between the parties total value of the schedule mentioned property has been settled and fixed at Rs. 5,50,000/- (Rupees five lacs fifty thousand) only;

AND WHEREAS :-

the vendors considering the said price as fair, proper, reasonable and highest according to present market value prevailing in and around the locality agreed to sell, convey and transfer the said property more fully mentioned and described in the schedule hereunder written unto and in favour of the purchasers at and for the said settled total consideration of Rs. 5,50,000/- (Rupees five lacs fifty thousand) only on the terms mentioned hereinbelow;

AND WHEREAS :-

be it mentioned here that 20'-0" (twenty feet) wide open space/land having length north to south on the eastern side of the schedule mentioned property has been left out by the vendors. Further 10'-0" (ten feet) wide open space/land having length north to south on the western side of the schedule mentioned property and 10'-0" (ten feet) wide open space/land having length east to west on the southern side and northern side of the schedule mentioned property have been left out by the vendors.

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it is specifically and unequivocally declared by the vendors that the said left out spaces/lands adjoining east, west, north and south of the schedule mentioned property shall be held, used and enjoyed in common by the purchasers by way of exercising all sorts of easement rights over the same without any obstructions from or by the Vendors;

AND WHEREAS :-

be it mentioned here that part of the schedule mentioned plot along with part of structures of a two storied building (Part of Holding No. 49) lying and situate adjoining north of the schedule mentioned property is owned and possessed by the Purchasers which they acquired from the vendors by a registered Deed of Exchange dated 25/9/2000;

AND WHEREAS :-

the said consideration price of Rs. 5,50,000/- (Rupees five lacs fifty thousand) only has been fully paid by the purchasers to the vendors as per memo of consideration written at the bottom of this Deed and receipt of the said consideration amount is hereby admitted and acknowledged by the vendors;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement between the Vendors and the Purchasers and in consideration of the said sum of Rs. 5,50,000/- (Rupees five lacs fifty thousand) only paid by the Purchasers to the Vendors (the receipt whereof the Vendors doth hereby admit and acknowledge) as total price of the said land and property, the Vendors doth hereby grant, convey, sell and transfer unto and to the use of the said Purchasers all that land with structure which is more fully mentioned and described in the schedule below together with the right of path, passage, lights, liberties, privileges, easement & appurtenance whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted, conveyed, and transferred unto and to the use of the said Purchasers absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said Vendors for themselves their heirs and successors doth hereby declare and covenant with the said Purchasers that the Vendors have good title, full power and absolute right to sell and transfer the said property and further declare that they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendors have not in any way encumbered the said property intended to be conveyed by

this Deed of Sale AND THAT the said Purchasers including all their heirs, successors, legal representatives and assigns shall and may at all times peacefully/ quietly hold, possess, use and enjoy the said property as lawful and rightful owners thereof without any interruptions, obstructions, claim and/or demand whatsoever from or by the Vendors or any person/persons lawfully/equitably claiming under or in trust for them AND THAT the said Vendors shall and will for all times to come at the cost and request of the said Purchasers 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 Purchasers relating to the said property or part thereof AND THAT the Vendors doth hereby further declare and covenant with the said Purchasers that if it transpires that the schedule mentioned property is not free from all encumbrances and/or the Vendors have no valid perfect and marketable title to the said property as hereinbefore stated by the Vendors in that event the Vendors including all their legal heirs and successors will be bound to pay back the entire consideration amount with legal interest to the Purchasers and shall also be liable to make good and indemnify all losses and damages which the Purchasers may suffer due to any defect in the title of the Vendors in respect of the said property hereby sold to the Purchasers.

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It is hereby further declared by the Vendors that the Purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of S.D.L. & L.R.O., Extn., Part-1, Asansol under the state of West Bengal as also in the record and registers of Asansol Municipal Corporation or of any other Authority and the Vendors undertake to render all such help and assistance as will be found essential in this regard.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :-

In the District of Burdwan, Police Station Asansol, Chowki, Sub Division and Addl. Dist. Sub Registry Office Asansol, Pargana Shergarh, Touzi No. 19, Manbhum within Mouza Asansol Municipality, J. L. No. 20 previously under limits of Asansol Municipality now Asansol Municipal Corporation, Ward No. 17 all those bastu land measuring 11 eleven cottahs 8 eight chhitaks equivalent to 0.190 acres more or less comprised in and being part of R.S. Plot No. 23253 (twenty three thousand two hundred fifty three) under R.S. Khatian No. 13319 (thirteen thousand three hundred nineteen) corresponding to part of C.S. Plot No. 5791 under C.S. Khatian No. 2929 along with old and damaged tile thatched structure consisting of two rooms measuring covered area of 300 three hundred sft. along with all easement rights over the left out spaces/lands situate adjoining east west north and south of the said property hereby sold. The said property constitutes part of Holding No. 49, New Holding No. 14, G.T. Road (East),

Ward No. 17 of A.M.C.

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

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn., Part-1, Asansol.

MEMO OF CONSIDERATION

Rs. 5,50,000/- (Rupees five lacs fifty thousand) only paid by the Purchasers to the Vendors by A/c Pay Order No. 098508 dated 22/9/2005 of Bank of India payable at S.B.I. Radhanagar Branch.

IN WITNESS WHEREOF the Vendors named above signed and executed

Drafted and prepared by me and printed in my office

Md. Maniluz Z gwan (Md. Maniruzzaman)

Advocate, Asansol Court Enrolment No. WB-F869/870 of 1981

A sheet containing the finger print of the parties concerned attached between Page No. 5 & 6 of this Deed and shall form part of this Deed.

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Signature of the Vendors

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