

P-106, Bangur Avenue,

Kolkata-700095.

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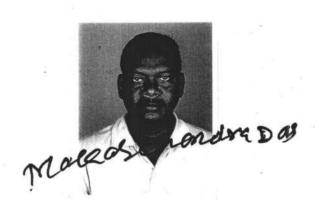
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both are sons of Late Nagendranath Das, by nationality Indian, by faith Hindu, by occupation Business, and both are presently residing at Jyangra, Dakhinmath, Police Station - Rajarhat, District - 24 Parganas (North), hereinafter jointly called and referred to as the "OWNERS/VENDORS"

..... (which term



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-: 3 :-

(which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

..... AND.



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-: 4 :-

AND

- M/S. MARVELLOUS NIRMAN PVT. LTD.
- 2. M/S. PARAMOUNT NIRMAN PVT. LTD.
- 3. M/S. PILLAR REALTORS PVT. LTD.
- 4. M/S. TRIVENI PROMOTERS PVT. LTD.

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BACKGROUND/TITLE OF THE PROPERTY COMPRISED IN R.S. DAG NO. 525 AND 526 IN MOUZA - SALUA :

WHEREAS:

- One Sri Radha Krishna Roy and Sri Nilmoni Roy, since deceased, were the sole and absolute owners of all that piece and parcel Sali Land hereditaments admeasuring an area of 45 (forty five) decimals comprised in R.S Dag No.525 and 526. Mouza - Salua, J.L.No. 3, Touzi No. 125/B, within the jurisdiction of the then Sub Registry Office Cossipore Dum Dum, Police Station - Rajarhat and within the limits of Rajarhat Gopalpur Municipality, District North 24 Parganas.
- 2. That by virtue of a Deed of Conveyance, the said Sri Radha Krishna Roy and Sri Nilmoni Roy, jointly the vendors therein had indefeasibly sold, conveyed, transferred and released all that piece and parcel of land hereditament admeasuring an area of 45 (forty five) decimals in R.S. Dag No. 525 and 8 (eight) decimals in R. S. Dag No. 526, be the same a little more or less lying and situate at and being C. S. Khatian No. 464 in Mouza Village Salua Touzi No. 125/B, J. L. No. 3, Police Station Rajarhat, to one Sayad Ali Mondal, son of late Hakim Ali Mondal the purchaser therein, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Sub Registry Office Cossipore Dum Dum and was copied in Book No. I, Volume No. 10, Pages Nos. 291 292 being Deed No. 1477 for the year 1953, free from all encumbrances whatsoever.
- 3. That by virtue of a Deed of Conveyance, dated 11th day of June 1955, the said Sayad Ali Mondal, son late Hakim Ali Mondal the vendor therein had indefeasibly sold, conveyed, transferred and released all that piece and parcel of land hereditaments admeasuring an area of 53 (fifty three) decimals in R.S. Dag No. 525 and 526 be the same a little more or less lying and situate at and being in Mouza Village Salua Touzi No. 125/B, J.L. No. 3, Police Station Rajarhat now Airport, to one Sri Ajit Kumar Dev, son of Late Dharanidhar Dev the purchaser therein, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Sub Registry Office Cossipore Dum Dum and was copied in Book No. I, Volume No. 75, Pages Nos. 195 197 being Deed No. 5354 for the year 1955, free from all encumbrances whatsoever.
- 4. The said Ajit Kumar Dev, son of Late Dharanidhar Dev, died intestate leaving behind him, his surviving legal heirs and successors namely Sri Swapan

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Kumar Dev and Smt. Bela Das, to success and inherit all the estates and properties left by the said Ajit Kumar Dev, since deceased, in equal proportion namely Sri Swapan Kumar Dev and Smt. Bela Das in accordance with the provisions of the Hindu Succession Act, 1956, (Dayabhaga School of Hindu Law).

- 5. The said Sri Swapan Kumar Dev and Smt. Bela Das thus were seized and possessed of and/or otherwise well and sufficiently entitled all that Sali land hereditaments admeasuring and area of 41 (forty one) decimals in R. S. Dag No. 525 and 8 (eight) decimals in R. S. Dag No. 526 thus totalling 49 (forty nine) decimals out of 53 (fifty three) decimals and they have duly recorded their joint names and are the absolute owners of the said land, in the Office of the Collectorate, 24 Parganas, and are in actual physical possession thereof.
- 6. That by virtue of a Deed of Conveyance (Bengali Saf Kobala) dated, 26th day of November,1987, the said Sri Swapan Kumar Dev and Smt. Bela Das jointly the vendors therein had indefeasibly and jointly sold, conveyed, transferred and released all that piece and parcel of Sali land hereditaments admeasuring an area of 16 ½ (sixteen and half) decimals and 14 (fourteen) decimals respectively to Sri Kishori Lal Saha and Sri Tapan Chatterjee, jointly the purchasers therein, free from all encumbrances whatsoever.
- 7. That by virtue of a Deed of Conveyance dated 9th day of June 1988 the said Sri Swapan Kumar Dev and Smt. Bela Das the vendors therein had indefeasibly sold, conveyed, transferred and released all that piece and parcel of land hereditaments admeasuring an area of 7 (seven) decimals land in R.S. Dag No. 525 and 1.5 (one point five) decimals in R. S. Dag No. 526 be the same a little more or less lying and situate at and being in Mouza Village Salua Touzi No. 125/B, J.L. No. 3, Police Station Airport, to one Sri Sankar Dey, son of Late Santosh Dey the purchaser therein, at a valuable consideration mentioned therein and the said Deed of Conveyance (Bengali Saf Kobala) was registered in the Office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, and was copied in Book No. I, Volume No. 56, Pages Nos. 84 93 being Deed No. 3662 for the year 1988, free from all encumbrances whatsoever.
- 8. That by virtue of a Deed of Conveyance dated the 13th day of October,1993, the said Sri Sankar Dey, son of late Santosh Dey the vendor therein had indefeasibly sold, conveyed, transferred and released that piece and parcel of Sali land hereditaments admeasuring an area of 1 (one) cuttah 25 (twenty

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five) Sq.ft. in C.S. Dag No. 463, R.S. Dag No. 525, C.S. Khatian 335 and R. S. Khatian 249 and 1 (one) Cuttah 7 (seven) Chittacks 20 (twenty) Sq.ft. under C. S. Khatian No. 335, R. S. Khatian 250, C.S. Dag No. 464 and R. S. Dag No. 526 thus totalling 2 (two) Cuttahs 8 (eight) Chittacks be the same a little more or less to Sri Ananta Das and Sri Makar Chandra Das, both are sons of Late Nagendranath Das jointly the purchasers therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City was copied in Book No. I, Volume No. 173, Pages Nos. 205 - 216 being Deed No. 8108 for the year of 1993 free from all encumbrances whatsoever.

- 9. That the Owners/Vendors are in possession, power or control of the documents of title setforth in the Schedule hereunder written and further confirms that no document of title has been delivered, deposited or handed over by the Vendors or any predecessors-in-title to any person whomsoever with a view to creating security thereon.
- 10. The Owners/Vendors herein upon acquiring right, title and interest in the manner as recited hereinbefore in part upon the said entire Sali land, are desirous to sell and the Purchasers herein are desirous to purchase all that piece and parcel the entire Sali land (hereinafter for the sake of brevity referred to as the 'SAID LAND') aggregating to an area measuring 2 (two) Cuttahs 8 (eight) Chittacks be the same a little more or less, comprised in R. S. Dag No. 525 and 526 and R.S. Khatian No. 249 and 250 morefully and particularly described and mentioned in the SCHEDULE hereunder written, and which is more clearly shown and delineated in the Map or Plan annexed hereto at and for a total consideration of Rs. 2,75,000/- (Rupees two lacs seventy five thousands) only under the following terms and conditions.

NOW THIS INDENTURE WITNESSETH THAT :-

In pursuance to the aforesaid negotiation and in total consideration of Rs. 2,75,000/- (Rupees two lacs seventy five thousands) only of the lawful money paid by the Purchasers to the Vendors as will appear from the memo of consideration hereunder written (the receipt whereof the vendor doth hereby admit and acknowledge to have been received) and of and from the payment of the same and every part thereof doth hereby acquit, release and discharge the purchaser, as well as the said plot hereby intended to be sold, transferred and convey, the vendor hereby indefeasibly grant, sell, convey, transfer, assign and assure unto and to the Purchasers ALL THAT the said plot i.e. ALL THAT piece or parcel of Sali land measuring more or less 2 (two) Cuttahs 8 (eight) Chittacks in Mouza - Salua, J.L. No. 3, Re. Sa. No. 109, Touzi No. 125B, C. S.

MAN DIA SOLO

Dag Nos. 463 and 464, C. S. Khatian Nos. 335, R.S. Dag No. 525 and 526, Sub Registry Office at Bidhan Nagar, Salt Lake City, Police Station - Airport, District - North 24 Parganas, presently within the local limits of Rajarhat Gopalpur Municipality, morefully and particularly described in the schedule hereunder written and thereon absolutely and forever, free from all encumbrances and from charges, liens, lispendence, claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispendence OR HOWSOEVER OTHERWISE the said plot of land or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges fences advartages appendages and appurtenances whatsoever to the said plot or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said plot and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the vendor into or upon and in respect of the said plot and/or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniment and evidences of title which in anywise exclusively relate to or concern the said plot or any part or parcel thereof which now are or hereafter shall or any be in the custody power possession or control of the vendor or any person or persons from whom the vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said plot hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquistions requisitions executions prohibitions restrictions easements all lispendence whatsoever.

ALL THAT the Owners/Vendors doth hereby covenant with the Purchasers that the owners/vendors are the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said plot and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the vendor doth hereby covenant with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party to any act

..... deed matter

deed matter or thing whereby or by reason whereof the said plot hereby sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the vendor may or can be prevented from granting selling conveying assigning and assuring the said plot or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the vendor done executed or knowingly suffered to the contrary the vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said plot hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the vendors now has in himself good right full and absolute power to grant sell convey transfer assure and assign the said plot hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the purchasers in the manner and on the conditions aforesaid and the vendor also covenants with the purchasers that after his demise, his legal heirs and successors shall have no claim demands whatsoever in respect of the said property AND THAT the vendor has duly made over possession of the sold plot to the purchasers herein and the purchasers have received and accepted the same without any dispute, demand or claim whatsoever against the vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the said plot or otherwise.

AND THAT the purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming for under or in trust for the vendor or any of his predecessors in title or any one of them AND THAT the purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said plot by the vendor or by any person or persons lawfully and equitably claiming from under or in trust for the owners/vendors or the predecessors in title or any of them as aforesaid or otherwise.

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AND IT IS HEREBY FURTHER AGREED AND DECLARED by the vendor that the vendor at the time of execution of this Deed of Conveyance handed over all the original documents, deeds, porcha etc. relating to the said plot to the Purchasers herein.

SCHEDULE ABOVE REFERRED TO

Description of land hereby sold by these presents

ALL THAT pieces and parcels of Sali land in Mouza - Salua, J. L. No. 3, Re. Sa. No. 109, Touzi No. 125B, Additional District Sub Registry Office at Bidhan Nagar, Salt Lake City, Police Station - Airport, District - North 24 Parganas.

C. S. Khatian	C. S. Dag	R. S. Khatian	R. S. Dag	Area of land
335	463	249	525	1 (one) Cuttah
				25 (twenty five) Sq.ft.
335	464	250	526	1 (one) Cuttah
				7 (Seven) Chittacks
				20 (twenty) Sq.ft.
Total area of l	and hereby	sold	2 (two) (Cuttah 8 (eight) Chittacks

The said land is within the local limits of Rajarhat Gopalpur Municipality, delineated on the Map or Plan annexed hereto and the said Map or Plan shall be treated as part and/or parcel of these presents and bordered in colour "RED" thereon and butted and bounded in the manner as follows:-

ON THE NORTH : P.W.D. Road (211 Bus Route).

ON THE SOUTH : Portion of Land under R. S. Dag No. 525.

ON THE EAST : 8' (eight feet) wide passage formed out of the land

in R. S. Dag No. 526.

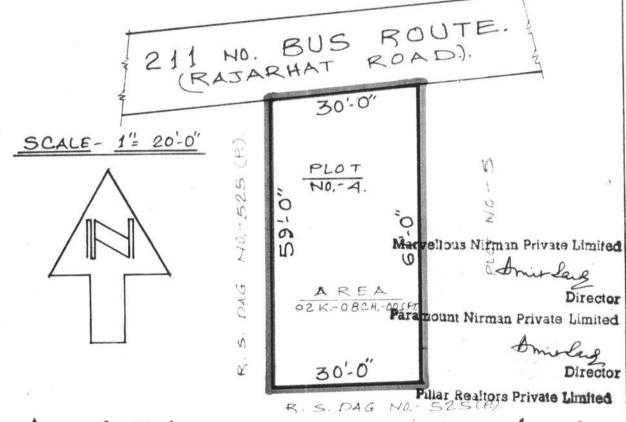
ON THE WEST : Portion of Land in R. S. Dag No. 525.

.....IN WITNESS

SITE PLAN OF LAND AT MOUZA-SALUA, IN R.S. DAG NO. - 525 & 526; R.S. KH. NO. - 249 & 250; J.L. NO.-3; R. S. NO.-109; WARD NO.-4; P. S.- AIRPORT; DIST .- 24 PRGNS. (N.); UNDER RAJARHAT - GOPALPUR MUNICIPALITY. AREA OF PLOT NO-4=02K-08CH-00 S.FT. (M./L.).

VENDOR - SRI ANANTA DAS L SRI MAKAR DAS.

VENDEE .-



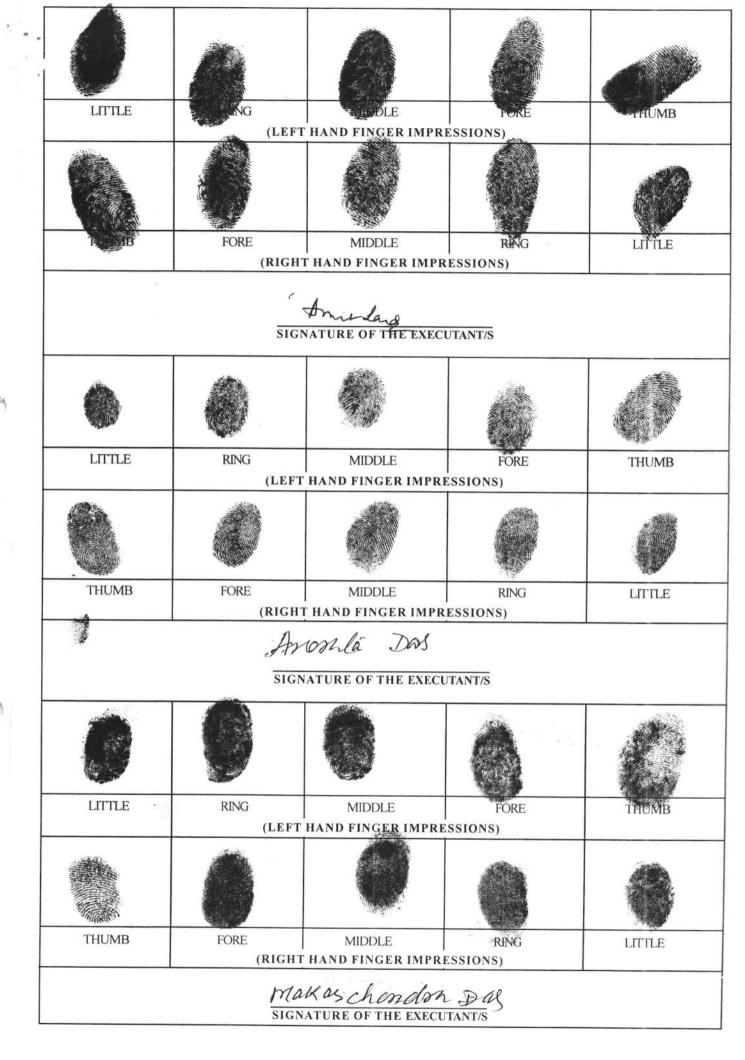
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RECEIVED with thanks from the abovenamed purchasers by the above named OWNERS/ VENDORS total sum of Rs. 2,75,000/- (Rupees two lacs seventy five thousands) only for 2 (two) cuttahs 8 (eight) chattacks of Sali Land being the full and final consideration money of the aforesaid land and payment as per memo below :-

MEMORANDUM OF CONSIDERATION

Sl. No.	<u>Date</u>	Pay Order/ Cheque	Bank	Branch	Amount	Name of the Owners
1.	25.11.06	467255	Vijaya Bank	Service Branch Kolkata	68,750.00	Ananta Das
2.	25.11.06	721410	The Federal Bank Limited	Drawee Branch Kolkata	68,750.00	Ananta Das
3.	25.11.06	467256	Vijaya Bank	Service Branch Kolkata	68,750.00	Makar Chandra Das
4.	25.11.06	721404	The Federal Bank Limited	Drawee Branch Kolkata	68,750.00	Makar Chandra Das

TOTAL: Rs. 2,75,000.00

(Rupees two lacs seventy five thousands) only.

WITNESSES:-

1. Julière Menmange Des Advocaté. Aigh Court Rapentar 2. RaBl Dons

Anonta Das Makas chondra Das

SIGNATURE OF THE OWNERS/VENDORS.

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