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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 227365

M. V. Rs. 24,10,000/-
Q. No. 2165/12

07/02/12
11-18

Certified that the documents referred to
 herein are the original ones and the
 documents are furnished with a true
 copy of the same to the Government

Asst. Director Registrar
 Barrackpore

SALE DEED

07 FEB 2012

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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. BARRACKPORE, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 01104 / 2012, Deed No. (Book - I , 01009/2012)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Mrinal Debnath	<i>Mrinal Debnath</i> 07/02/12

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mrinal Debnath Address -30 E Road, Anandapuri, Thana:-Titagarh, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-N C Pukur Pin :-700122	Attorney		 LTI	<i>Mrinal Debnath</i>
			07/02/2012	07/02/2012	
2	Om Prakash Agarwal Address -326, East Ghosh Para Road, Thana:-Noapara, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Shyamnagar	Self		 LTI	<i>Om Prakash Agarwal</i>
			07/02/2012	07/02/2012	

Name of Identifier of above Person(s)

Laxmi Narayan Ghosh
 Ichapur, Thana:-Noapara, District:-North 24-Parganas,
 WEST BENGAL, India, P.O. :-

Signature of Identifier with Date

Laxmi Narayan Ghosh
07-02-2012



(Signature)
 (Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR
 Office of the A. D. S. R. BARRACKPORE

SITE PLAN OF A LAND MARKED " D3", ON THE PLOT BEARING R. S. DAG NO.- 1272, R. S. KHATIAN NO.- 1183, 1121 & 1119, J. L. NO.- 02 MOUZA - CHANDANPUKUR AT 8/A/5 , SIDDHANTA PARA MAIN ROAD IN WARD NO.- 03 UNDER BARRACKPORE MUNICIPALITY P.S.- TITAGARH, DIST.- NORTH 24 PARGANA.

AREA STATEMENT.

NET LAND AREA - 4 K - 15 CH.- 15 SFT.
 LAND AREA WITH RD. SHARE - 5 K - 08 CH.- 03 SFT.

SIGNATURE OF L. B. S.

01/02/2012

RANJAN DATTA
 87/1, S. N. Banerjee Road
 Barrackpur Kolkata - 700 120
 L.B.S. of Barrackpur Municipality
 Code No. *LBS-8/7*

SIGNATURE OF OWNER.

Moula Deb Nath
 as constituted attorney
 of Manab Kumar Biswas

AS PER PREVIOUS REGISTERED PLAN.

DAG NO.- 1271



	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME
Navin Dabhi

Navin Dabhi
Navin Dabhi
 SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME
Om Prakash Agrawala

Om Prakash Agrawala
Om Prakash Agrawala
 SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME
 PHOTO
 SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME
 PHOTO
 SIGNATURE

THIS SALE DEED is made on this the 7th day of February 2012 of the Christian era.

BETWEEN

SRI PRANAB KUMAR BISWAS (PAN: AZFTB7804J) son of Late Probodh Biswas, by caste Hindu, by nationality Indian, by profession Business, residing at National Park, Naihati, P. O. & P. S. - Naihati, District - North 24 Parganas, being represented by his constituted attorney SRI MRINAL DEBNATH (PAN: ADUPD3529L) son of Late Manik Debnath, by caste Hindu, by nationality Indian, by profession Business, residing at 30, 'E' Road, Anandapuri, P. O. - Nona Chandanpukur, Barrackpore, P. S. - Titagarh, District - North 24 Parganas, Kolkata - 700122, who has got this power vide one GENERAL POWER OF ATTORNEY, which was registered at Additional District Sub Registry Office at Barrackpore and recorded in Book No. IV, CD Volume No. 4, Pages from 1424 to 1437, Being No. 01371, dated 25th day of November 2011, hereinafter referred to as '**the VENDOR / LAND OWNER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, successors, administrators, legal representatives, assigns and/or nominees) of the **FIRST PART**.

A N D

'MANGALYA NIRMAN PVT. LTD.' (PAN: AAFCM3745C), a Company, incorporated under the provisions of Companies Act. 1956, having its office at 326, East Ghosh Para Road, P. O. - Shyamnagar, P. S. - Noapara, District - North 24 Parganas, being represented by its Director, SRI OM PRAKASH AGARWAL (PAN: ASCPA0607K) son of Late Jagadish Prasad Agarwal, by caste Hindu, by nationality Indian, by profession Business, residing at 326, East Ghosh Para Road, P. O. - Shyamnagar, P. S. - Noapara, District - North 24 Parganas, hereinafter referred to as 'the PURCHASER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said Company, its successor-in-office, executors, administrators, legal representatives, assigns and/or nominees) of the **SECOND PART**.

WHEREAS one James Mantosh son of Late Manmatho Nath Sarkar alias P. S. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 22 decimal in revisional settlement records situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1121, within the limits of Barrackpore Municipality, P. S. - Titagarh, District - North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

AND WHEREAS one Daisy Victoria Mantosh alias Daisy Mantosh daughter of Late Manmatho Nath Sarkar alias P. S. Mantosh alias P. C. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 23 decimal in revisional settlement records situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1119 within the limits of Barrackpore Municipality, P. S. - Titagarh, District - North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

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AND WHEREAS one B. S. Mantosh alias B. M. Mantosh wife of Late Manmatho Nath Sarkar alias P. S. Mantosh alias P. C. Mantosh was the recorded owner of a plot of Bagan Land measuring more or less 22 decimal in revisional settlement records situated at Mouza: Chandanpukur, J. L. No. 2, Re. Su. No. 15, Touzi No. 108, 182, 340, comprised and contained in R. S. Dag No. 1272, under R. S. Khatian No. 1123 within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore along with other properties.

AND WHEREAS the said B. M. Mantosh alias B. S. Mantosh died intestate leaving behind her James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh as here only legal heirs and successors to inherit her above said property.

AND WHEREAS the James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh became the joint owners and co-sharers of a plot of “Bagan” land measuring 22 deciamal in Dag No. 1272, under Khatian No. 1123, “Bagan” land measuring 22 deciaml in Dag No. 1272, under Khatian No. 1121, “Bagan” land measuring 23 decimal in Dag No. 1272, under Khatian No. 1119, lying and situated at Mouza Chandanpukur, J. L. No. 2, Re. Su. No. 15 Touzi No. 108, 182, 340 within the limits of Barrackpore Municipality, P. S. – Titagarh, District – North 24 Parganas and under the Jurisdiction of A. D. S. R. O. Barrackpore.

AND WHEREAS while thus seized and possessed the above said property said James Mantosh and Daisy Victoria Mantosh alias Daisy Mantosh executed two separate Will dated 8th day of September 1965 & 27th day of October 1983, respectively, in respect their shares of the above said Property.

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AND WHEREAS after the demise of said James Mantosh the above said Will dated 8th day of September 1965 was submitted before the Ld. District Delegate at Alipore for Probate being its Case No. 302 of 1996 and subsequently the said Court granted Probate on 12th day of February 2001 for the said Will dated 8th day of September 1965 in favour of their legal heirs, who were the beneficiaries of the said Will.

AND WHEREAS after the demise of said Daisy Victoria Mantosh alias Daisy Mantosh the above said Will dated 27th day of October 1983 was submitted before the Ld. District Delegate at Alipore for Probate being its Case No. 99 of 2005 and subsequently the said Court granted Probate on 22nd day of July 2005 for the said will dated 27th day of October 1983, in favour of their legal heirs, who were the beneficiaries of the said Will.

AND WHEREAS it is specifically stated that the singular number used in this Agreement for Sale shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

AND WHEREAS Sri Pranab Kumar Biswas, the Vendor herein, has purchased ALL THAT the piece and parcel of 'Bagan' land measuring an area of 5 (five) Cottahas 43 (forty three) Sq. ft. along with undivided undemarkated half share of Eastern side 12' - 0" wide common passage measuring an area of 7 (seven) Chittacks 5 (five) Sq. ft. totaling 5 (five) Cottahas 8 (eight) Chittacks 3 (three) Sq. ft. more or less comprised in R. S. Dag No. 1272, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, together with all easement rights, situated and lying at 8/A/5, Siddhanta Para Main Road, P. O. - Nona Chandanpukur, Barrackpore, P. S. - Titagarh, District - North 24 Parganas, Kolkata - 700122, at Ward No 3, within the municipal limits of the

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Barrackpore Municipality, vides one Sale Deed from David James Joel Joseph Mantosh & others, which was registered at the Additional District Sub Registry Office, Barrackpore and recorded in Book No. I, CD Volume No. 12, Pages from 1555 to 1572, Being No. 03338, executed and registered on 6th day of April 2011. Thus, Sri Pranab Kumar Biswas becomes entitled to and is now possessed of the said property solely, hereinafter referred to as 'the said premises'.

AND WHEREAS it is specifically stated that the singular number used in this Sale Deed shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

AND WHEREAS the Vendor/Land Owner is thus lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said property situated and lying at 8/A/5, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality, as its absolute owners, free from all encumbrances which is fully mentioned and described in the Schedule hereunder written.

AND WHEREAS since then the Vendor/Land Owner herein has been enjoying the said property absolutely free from all encumbrances, interference and disturbances of any other person or persons whatsoever nature, etc.

AND WHEREAS the said property is free from all encumbrances, charges, liens, attachments, mortgage, trust whatsoever or howsoever nature and the Vendor/Land Owner has clear marketable title to the said property with right to assign and transfer their title to the third parties.

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AND WHEREAS the Vendor/Land Owner has agreed to absolutely sell her said premises more fully and particularly mentioned and described in the Schedule hereunder written situated and lying at 8/A/5, Siddhanta Para Main Road, P. O. – Nona Chandanpukur, Barrackpore, P. S. – Titagarh, District – North 24 Parganas, Kolkata – 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality.

AND WHEREAS the Purchaser approached the Vendors/Land Owners and expressed his willingness to purchase the said property at and for a price of Rs. 24,10,000/- (Rupees twenty four lac ten thousand only).

AND WHEREAS the price offered by the aforesaid Purchaser being just adequate and highest, the Vendors/Land Owners accepted the offer and entered into an Agreement for Sale with the Purchaser for the absolute sale to him the said property at and for a price of Rs. 24,10,000/- (Rupees twenty four lac ten thousand only) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of Rs. 24,10,000/- (Rupees twenty four lac ten thousand only) paid by the Purchaser to the Vendors/Land Owners on or before the execution of these presents the receipt whereof the Vendors/Land Owners does hereby as well as by the receipt hereunder written, admit and acknowledge and of and from the same and every part thereof does hereby acquit, release and discharge the Purchaser and the said property the Vendors/Land Owners do hereby grant, sell, convey and transfer All That the piece and parcel of 'Bagan' land measuring a net area

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J. Singh

of 4 (four) Cottahas 15 (fifteen) Chittacks 15 (fifteen) Sq. ft. along with undivided undemarkated share of Eastern side 12' - 0" wide common passage measuring an area of 8 (eight) Chittacks 33 (thirty three) Sq. ft. totaling 5 (five) Cottahas 8 (eight) Chittacks 3 (three) Sq. ft. more or less comprised in R. S. Dag No. 1272, pertaining to R. S. Khatian No. 1123, 1121 & 1119, situated and lying at being Holding No. 8/A/5, Siddhanta Para Main Road, P. O. - Nona Chandanpukur, Barrackpore, P. S. - Titagarh, District - North 24 Parganas, Kolkata - 700122, at Ward No. 3, within the municipal limits of the Barrackpore Municipality, together with all other rights, appurtenance, facilities, easements, etc. more fully and particularly mentioned and described in the Schedule hereunder written, unto the Purchaser free from all encumbrances, attachment, and other defects-in-title, more fully mentioned and described in the Schedule written hereunder and delineated in the Site Plan annexed hereto and coloured RED therein OR HOWSOEVER OTHERWISE the said property now or hereto before were or was situate butted, bounded, called, known, numbered, described and distinguished TOGETHER with all yards, drains, lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever both at law and in equity of the Vendors/Land Owners into and upon the said property or every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings and evidences of title whatsoever exclusively relating to or concerning the said property or any part thereof and which now are hereafter shall or may be in the possession or power or control of the Vendors/Land Owners or any other person or persons from whom the Vendors/Land Owners may procure the same without action or suit TO HAVE AND TO HOLD the said property and every part thereof hereby granted, sold, conveyed or expressed

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and intended so to be unto and to the use of the Purchaser absolutely and forever and the Vendors/Land Owners do hereby for themselves and their heirs, executors, administrators, representatives and assigns covenant with the Purchaser and his heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act deed or thing whatsoever by the Vendors/Land Owners done or executed or knowingly suffered to the contrary the Vendors/Land Owners at all material times hereto before and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed or expressed so to be UNTO AND TO the use of the Purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, hinder, interruption, disturbance, claim or demand whatsoever from or by the Vendors/Land Owners or any person or persons lawfully or equitably claiming any right, title or estate thereof from under or in trust for them and that free from all claims, charges, liens, debts, attachment and encumbrances whatsoever made or suffered by the Vendors/Land Owners or any person or persons lawfully or equitably claiming through them as aforesaid. AND FURTHER that the Vendors/Land Owners and all persons having or lawfully or equitably claiming any estate or right, title and interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors/Land Owners shall and will from time to time at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof conveyed by these Presents unto and to the use of the Purchaser according to the true intent and meaning of this Sale Deed in the manner aforesaid as shall or may be reasonably required. It is specifically stated that the annexed Site Plan, Photographs and Finger Prints of the both hands of the Parties will always be the part & parcel of this Sale Deed.

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J. Roy

SCHEDULE REFERRED TO ABOVE

(PROPERTY HEREBY SOLD)

ALL THAT the piece and parcel of 'Bagan' land marked as **Plot No. D 3** delineated & demarcated by 'Red' Border in the Site Plan annexed hereto measuring a net area of 4 (four) Cottahas 15 (fifteen) Chittacks 15 (fifteen) Sq. ft. along with undivided undemarkated share of Eastern side 12' - 0" wide common passage measuring an area of 8 (eight) Chittacks 33 (thirty three) Sq. ft. totaling **5 (five) Cottahas 8 (eight) Chittacks 3 (three) Sq. ft.** more or less out of the total land area comprised in **R. S. Dag No. 1272**, pertaining to R. S. Khatian No. 1123, 1121 & 1119, Touzi No. 108, 182 & 340, Re. Su. No. 15, J. L. No. 2, **Mouza Chandanpukur**, together with all easement rights, situated and lying at **8/A/5, Siddhanta Para Main Road**, P. O. - Nona Chandanpukur, Barrackpore, P. S. - Titagarh, District - North 24 Parganas, Kolkata - 700122, at **Ward No. 3**, within the municipal limits of the **Barrackpore Municipality**, which is butted and bounded by:

ON THE NORTH: Land of Dag No. 1271.

ON THE SOUTH: Plot No. D 2 of the annexed Site Plan.

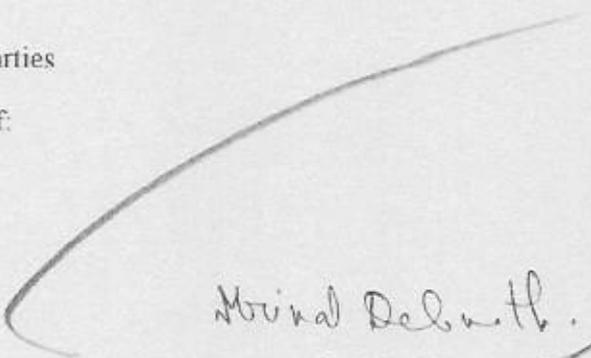
ON THE EAST : 12' - 0" wide common passage

ON THE WEST : Land of Indian Railway.

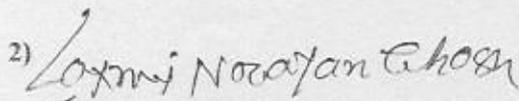
IN WITNESS WHEREOF, the Parties have hereunto set and put their signatures on the day, month and year first above written.

Signed and delivered by the Parties at Siddhanta Para Main Road, Barrackpore, in the presence of:

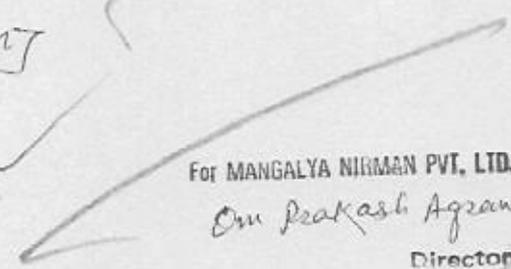
1) 
Advocate


as constituted attorney of
PRANAB KUMAR BISWAS

SIGNATURE OF THE VENDOR
/LAND OWNER

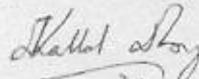
2) 
Jhopur Nambalganj

For MANGALYA NIRMAN PVT. LTD.


Director

SIGNATURE OF THE PURCHASER

Prepared and Drafted on the basis of the information furnished by all the Parties by:



KALLOL ROY
ADVOCATE
F/1598/1613/95