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DEED OF SALE

Value of the property sold as fixed by the Collector = Rs.83,000/Value of consideration paid = Rs.32,000/(Rupees Thirty two thousand)only;

THIS DEED OF SALE is made on this the 7-fu day of March Two thousand BETWEEN (1) Sri Rabindra Nath Mullick, (2) Sri Rajendra Nath Mullick and (3) Sri Rathindra Nath Mullick, All sons of late Rashbilari Mullick, all by faith Hindu, by occupation land-owners all Trustees of Bipin Bihari Mullick Trust, all residents of 67 Pathuriaghata Street, Calcutta, through their registered and constituted Attornies, (i) Sri Dilip Dubey, Son of late Nageshwar Dubey, by faith Hindu, by occupation business recident of



resident of village Dharampur, P.O. & P.S. Jasidih, Sub-Division, Sub-Registration Office and District Deoghar, (ii) Sri Bikash
Narayan Dubey, Son of late Indra Narayan Dubey, by faith Hindu, b occupation business, resident of village Basuadih, P.S. Jasidih,
Sub-Division, Sub-Registration Office and District Deoghar, (iit) S
Jitesh Kumar Rajpal, Son of Mohan Lal Rajpal, by faith Hindu, by occupation business, resident of Hotel Baidyanath, Castair Town,
P.S. Deoghar, Sub-Division, Sub-Registration Office and District
Deoghar, (iv) Sri Bijoy Kumar Dubey, Son of late Yadav Chandra Dube by faith Hindu, by occupation business, resident of village
Basuadih, P.S. Jasidih, Sub-Division, Sub-Registration Office and District Deoghar and (v) Sri Sunil Kumar Burnwal, Son of Bhairab L
Burnwal, by faith Hindu, by occupation business, resident of vill



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village and P.S. Sono, Sub-Division, Sub-Registration Office and District Jamui, Vide Registered Power of Attorney No.1193 of 1998 of the Office of the Registrar of Assurance, Calcutta, hereinafter called the VENDORS (which expression unless repugnant or contrary to the context shall include their heirs, executors, administrators successors, representatives and assigns) of the One Part and Smt. Punam Devi, Wife of Sri Raj Deo Shaw, by faith Hindu, by occupation house-wife, resident of Quarters No.27/A, Street No.87, Chittaranjan P.S. Chittaranjan, Sub-Division and Sub-Registration Office Asansol, District Burdwan, hereinafter called the PURCHASER (which expression unless repugnant or contrary to the context shall include her heirs, executors, administrators, successors, representatives and assigns) of the Other Part, WHEREAS Plots Nos.275, 276,277, 278, 279 and



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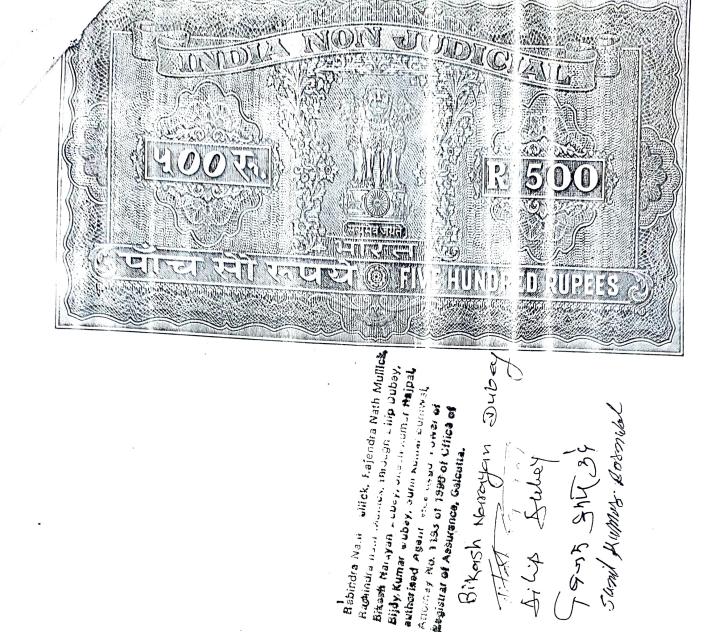
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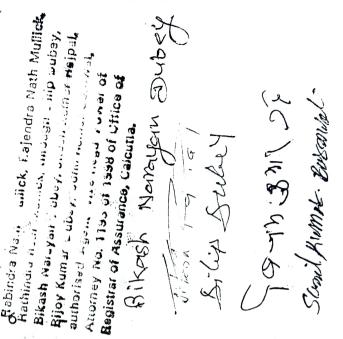
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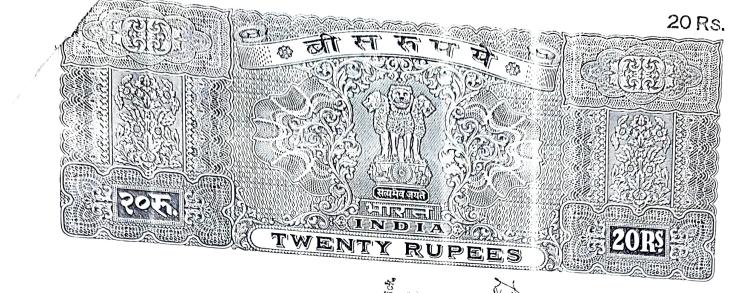
and 279/3027 appertaining to A.K.J. No.222/32 of mouza Mihijam originally belonged to one Manmatha Nath Mullick and WHEREAS the said Manmatha Nath Mullick was a Hindu, governed by Dayabhag School of Hindu law and WHEREAS while in possession of the said lands of A.K.J.No.222/32 of mouza Mihijam along with his other properties, the said Manmatha Nath Mullick died intestate leaving his three some namely Rash Bihari Mullick, Bonbihari Mullick and Brindaban Bihari Mullick and his widow Firoza Sundari Dasi as his heirs and successor on or about the 30th day of May 1947 and WHEREAS after the death of said Manmatha Nath Mullick a dispute arose between the said heirs and successors of Manmatha Nath Mullick and WHEREAS the said dispute was amicably settled by an Instrument dated 23.9.1949 and WHEREAS in the said amicable settlement the lands and buildings appertaining to



to A.K.J.No.222/32 of mouza Mihijam popularly known as Mullick Abas, Mihijam was allotted exclusively to Brindaban Bihari Mullick along with other lands and WHEREAS after the said amicable settlement Brindaban Bihari Mullick started possessing the said lands of A.K.J. No.222/32 of mouza Mihijam as the absolute owner thereof and WHEREAS the said Brindaban Bihari Mullick created a Trust by a Deed of Trust registered on 31st March 1960 at the Office of the Registrar of Assurance at Calcutta namely Bipin Bihari Mullick Trust for the purpose of providing of the Settlors relating to other persons and other charitable matters out of the income to be derived from the said property in appointing the Trustees namely Probhas Chandra Mullick, Radhanath Mullick and Rathindra Nath Mullick with a condition that in case of death or incapacity of any or by reason of old age, ill health or otherwise or refusing to act of any of



of Trustees shall appoint Trustee from the male descendant in the male line of Manmatha Nath Mullick and WHEREAS after death of Probhash Chandra Mullick and Radhanath Mullick, Sri Rabindra Nath Mullick and Sri Rajendra Nath Mullick have been appointed as Trustees to the said Bipin Bihari Mullick Trust according to the Trust Deed and WHEREAS for the accute need of money and for maintaining the Trust and to fulfil object of Trust Deed it has become necessary xto dispose of the properties of Mihijam appertaining to A.K.J.No.222/32 of mouza Mihijam and WHEREAS the said Rabindra Nath Mullick and other have filed an application for permission of the sale of the said properties before the Chief Bench of City Civil Court at Calcutta whi -h was registered as Misc.Case No.2408 of 1997 and WHEREAS by Order dated 18.2.1998 the Chief Bench of City Civil Court granted permission to the said Rabindra Nath Mullick and others to sell the



the said properties appertaining to A.K.J.No.222/32 of mouza Mihijam and WHEREAS in pursuance to the said permission the VENDORS are desirous of selling the properties of said A.K.J.No.222/32 of mouza Mihijam and WHEREAS the PURCHASER intends to purchase a piece of land out of the lands of the said A.K.J.No.222/32 of mouza Mihijam, which has been fully described in the schedule below and has been shown as Plot No.279/21 in red colour in the map annexed herewith, measuring 06.589 decimals and hereinafter called the said land and WHEREAS the VENDORS have agreed with the PURCHASER for the sale of the said land described in the schedule below to the PURCHASER for a consideration of Rs.32,000/-(Rupees thirty two thousand)only;

## NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That in pursuance to the aforesaid agreement and in consideration of Rs.32,000/-(Rupees thirty two thousand) only paid by the PURCHASER to the VENDORS today, the receipt whereof the VENDORS hereby acknowledges.

Subjects No. 1111ck, Rajendra Mark Mullier, Rajendra Mark Mullier, Rajendra Mark Mullier, Rajendra Mark Mullier, Bilkash Na. 4 an munner, Intoush Ling Ouder, Bilgey Kumar Dubey, Junash Rumar Dushay, Junash Rumar Of Assurance, Calcutta.

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acknowledge, the VENDORS hereby convey, sell, transfer and assign the PURCHASER absolutely and for ever all the said land fully described in the schedule below and has been shown as Plot No.279/2 in red colour in the map annexed herewith out of Survey Plot No.279 of mouza Mihijam and all their right, title, interest, claim and demand what-so-ever therein and in every prat thereof;

- 2. That the VENDORS hereby covenant with the PURCHASER that the said land shall be quietly entered into and upon and be held and enjoyed by the PURCHASER without any interruption or disturbance by the VENLORS or any person claiming through or under them and without any lawful disturbance by any other person who-so-ever;
  - 3. That the land hereby sold is free from all encumbrances;
- 4. That the VENDORS have good title and right to convey unto the PURCHASER in the property hereby conveyed;
  - 5. That the interest hereby transferred subsists and the VENDORS

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the VENDORS have power to transfer the same;

of the said land described in the schedule below in the Register of the State of Bihar maintained for the purpose;

7. That the PURCHASER will be bound to pay rent for the said land described in the schedule below to the State of Bihar at the rate already fixed or that may be fixed in future;

8. That the VENDORS will at the cost of the persons requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said property to the PURCHASER according to the true intent and meaning of these presents;

9. That the VENLORS will always keep the PURCHASER harmless and indemnified against all losses, damages, costs and expenses which the PURCHASER may incur or sustain by reason of any claim being made by any body who-so-ever to the said property or in respect of any arrears of rent due therefrom;

Attorney No. 1195 of 1598 of Cifice

10. That the VENLORS will return to the PURCHASER the consideration money in case any hindrance be put in the right or in the possession of the PURCHASER to the property hereby conveyed due to the defect of title of the VENDORS in the same ;

11. That the land hereby sold is Basauri and salable. IN WITNESS WHEREOF the VENDORS have signed this Deed on this day of March 2000.

## Schedule

Witnesses: -

In the District of Dumka, Sub-Division Jamtara, Police Station Jamtara, Sub-Registration Office Jamtara, Sardari Circle Mihijam, within Mihijam Notified Area, in mouza Mihijam No.15, appertaining to A.K.J.No.222/32, out of Survey Settlement Plot No.279, all that portion of land shown as Flot No.279/21 in red colour in the map annexed herewith, measuring 6.589  $\operatorname{decim}_{\mathfrak{S}}$ -s, equivalent to 03 kathas 2.73 dhuls, bounded on the North by Road, on the South by Plot No.279/12 and 279/13, on the East by Plot No.279/20 and on the West by Plot No.279/22.

Witnesses: -

1. Lalam Pamoley. Krish Ma Nafar Mihidam 7.3.2000

Bry Kishore 2. Som 83, Am-32/h. 10. Chiterry'an (W.B)

Rabindra Nam - utlick, rejendra Hain Mullick. Bikash wa. yan , anay, anaan namar napal Bijoy Kumar Dubay, Sumi Kumar burnwal, authorised Again vive negd rower of Attorney No. 1193 of 1998 of Office of Registrar of Assurance, Calcutta.

Signature.

Certificate.

The contents of this Deed have fully been read over and explained to the executants who have admitted the same to be correct and have put their

signatures in my presence.

Typed by.

DUPLICATE

N MOUZA:- MIHIJAM-NO.15 S.c:\_ MIHIJAM, SUB-DIVISION: JAMTARA, DISTRICT: DUMEA SCACE 16" = 1-MILE 5 2/6/3 18 60

SURVEY-SETTLEMENT	AREA				REMARKS:
PIETNO IN RED-COLOUR	1	DECIMAL	KATHA	DH4C.	
279	<b>-</b> .	0 6.589	03	2.7.3	SMT- PUNAM DEVI. W/O SRI RAJ DEO SHAWI.