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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached to the document are the part of the document.

District Sub-Registrar-II
Alipore, South 24 Parganas

APR 2015

THIS INDENTURE is made on this the 27th day of

April Two Thousand and Fifteen (2015)

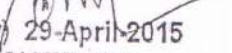
BETWEEN

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28/04/15
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 1610 to 1639
being No 04602 for the year 2015.



(Malay Chakraborty)  29-April-2015
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -II SOUTH 24-PARGANAS
West Bengal


(1) SHRI RAGHU BANERJEE (PAN : AEIPB6196C), son of Late Shibapada Banerjee, residing at 40, Kazi Para Road, P.S. Behala, Kolkata – 700060, District–24 Parganas (South) and (2) SHRI DEBASIS GHOSH (PAN : AIJPG3341F), son of Late Shib Krishna Ghosh, residing at residing at 50, Kazi Para Road, P.S. Behala, Kolkata – 700060, District–24 Parganas (South), hereinafter jointly called the VENDORS (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, representatives and/or assigns) of the ONE PART.

AND

(1) SMT. SHIKHA MODANI (PAN : AEJPM 1038D), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee Road, Kolkata – 700 026, (2) SHRI PRITHIVIRAJ DASGUPTA (PAN : AFYPD 8544H), (3) SHRI PADMANAVA DASGUPTA (PAN : AGTPD 0913A) and (4) SHRI PRIYANKAR DASGUPTA (PAN : AEIPD 7920G) all sons of Late Prabir Kumar Dasgupta, all residing at 61/L. Kalighat Road, Kolkata – 700 026, hereinafter jointly called the PURCHASERS (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, representatives and/or assigns) of the OTHER PART.

WHEREAS:

- A) One Gobinda Chandra Dutta, son of Late Baikuntha Nath Dutta was the absolute owner in respect of a piece and parcel of Danga land measuring about 76 Sataks equivalent to 2 Bighas, 5 Cottahs, 15 Chittaks and 30 Sq.ft. more or less situated within the then C.S. Dag No. 3867 under C.S. Khatian No. 2325 of Mouza Garagacha now Behala, J.L. No.2, Revenue Survey of No. 83, Touzi No. 346. P.S. Behala. District 24 Parganas (South).

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- B) While seized and possessed of the said land measuring about 76 Satak, said Gobinda Chandra Dutta by virtue of a registered Deed of Conveyance dated 16th April, 1934 sold, conveyed and transferred a Danga land measuring about 10 Cottahs being the demarcated eastern side out of said 76 Sataks of Danga land to one Jogomaya Dasi, wife of Probodh Chandra Mallick on valuable consideration and the same was duly registered before the Sub-Registrar at Behala and recorded in Book No.I. Volume No. 12, pages 58 to 66, Being No. 584 for the year 1934.
- C) Though by virtue of the said Deed of Conveyance dated 16th April, 1934, said demarcated Danga land measuring about 10 Cottahs was purchased in the name of Jogomaya Dasi but she was the Benamdar of her husband Probodh Chandra Mallick, who was still in possession of the said land.
- D) While seized and possessed of the remaining portion of said 76 Sataks of said Danga land, said Gobinda Chandra Dutta further sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 15 Sataks more or less from the south-eastern corner out of said 76 Sataks of Danga land to one Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) by a registered Deed of Conveyance dated 26th November, 1938 on valuable consideration, which was duly registered before the Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No. 29, Pages 170 to 174, Being No. 1798 for the year 1938.
- E) Thus by virtue of the aforesaid Deed dated 26th November, 1938, said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary became the joint owners of the demarcated Danga land measuring about 15 Satak equivalent to 9 Cottahs more or less situated within the then C.S. Dag No. 3867, under C.S. Khatian No. 2325, J.L. No. 2, Mouza Garagacha now Behala wherein each having

undivided half share therein and constructed a tile shed structure over the aforesaid land for their residence out of their own fund.

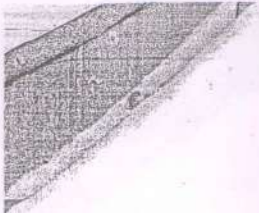
- F) Said Jogomaya Dasi died intestate leaving behind her surviving said Probodh Chandra Mallick and her two sons, namely Paresch Chandra Mallick and Tarak Nath Mallick and one married daughter Smt. Anjali Laha as his legal heirs and successors.
- G) After demise of said Jogomaya Dasi, said Paresch Chandra Mallick, Tarak Nath Mallick and Smt. Anjali Laha jointly executed a Deed of Relinquishment dated 9th July, 1952 in favour of their father said Probodh Chandra Mallick to avoid any future complications regarding the possession and lawful enjoyment and lawful ownership in respect of the said land measuring about 10 Cottahs and the said Deed of Release and/or Relinquishment was duly registered before the Sub-Registrar at Behala, District 24 parganas and recorded in Book No. I, Volume No. 1, Pages 172 to 174, Being No. 1236 for the year 1952.
- H) Thus said Probodh Chandra Mallick became the sole and absolute owner of the said demarcated separated Danga land measuring about 10 Cottahs and while seized and possessed of the same, he, by virtue of a registered Deed of Conveyance dated 7th September, 1953 sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 11 Satak more or less equivalent to 6 Cottahs, 8 Chittaks and 2 Sq.ft. out of said 10 Cottahs of land to said Gosto Behari Adhikary alias Gosto Chandra Adhikary on valuable consideration, which was duly registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I. Volume No. 27, Pages 231 to 235, Being No. 1903 for the year 1953.
- I) After acquiring the ownership in respect of the said 6 Cottahs, 8 Chittaks and 2 Sq.ft. of Danga land by virtue of said registered Deed of Conveyance dated 7th September, 1953, said Gosto Behari Adhikary

alias Gosto Chandra Adhikary constructed one tile shed structure therein measuring about 300 sq.ft. more or less and have duly mutated his name in the office of the South Suburban Municipality in respect of the said land and structure and he regularly paid the municipal tax thereof as lawful owner of the said land.

- J) The aforesaid land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. have been duly recorded in the Revisional Settlement Record in R.S. Dag No. 11994, under R.S. Khatian No. 2299 and R.S. Dag No. 12021 under R.S. Khatian No. 6391, Mouza Behala, P.S. Behala, District 24 Parganas (South).
- K) Said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) being the joint owners in respect of said Danga land measuring 15 Sataks more or less equivalent to 9 Cottahs together with the tile shed structure constructed by them on the aforesaid land duly mutated their names in the office of the then South Suburban Municipality and used to pay the municipal tax thereof as lawful joint owners each having undivided half share therein and the aforesaid land was recorded in the record of the Revisional Settlement in R.S. Dag No. 12022, under R.S. Khatian Nos. 6392 and 6393, Mouza Behala, District-24 Parganas.
- L) That said Gosto Behari Adhikary alias Gosto Chandra Adhikary while seized and possessed of as absolute owner of said land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. and also undivided half share of the said land measuring about 9 Cottahs more or less together with tile shed structure situated thereon, he gifted all his right, title and interest in respect of the said two properties to his three nephews, namely Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary out of love and affection by virtue of a registered Deed of Gift dated 28th February, 1975, which was registered on 4th of March, 1975 before the Joint Sub-

Registrar of Alipore at Behala and recorded in Book No.I, Volume No.22, Pages 59 to 62, Being No. 1077 for the year 1975.

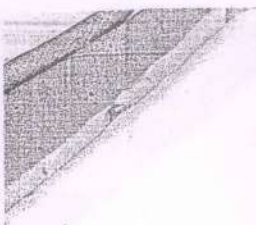
- M) Due to passage of time, said South Suburban Municipality has been merged with the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the aforesaid two properties have been included within the Municipal Ward No. 130 of the Kolkata Municipal Corporation and accordingly, the said area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. with tile shed structure standing thereon have been mutated in the name of Biswanath Adhikary and Ashoke Adhikary in the record of the Kolkata Municipal Corporation being Premises No. 137, Netaji Subhash Road within Municipal Ward No. 130 vide Municipal Assesse No. 41-130-09-0138-8, though another brother of said Biswanath Adhikary and Ashoke Adhikary, namely Dilip Adhikary also was one of the joint owners of the aforesaid property, which they acquired by virtue of the said registered Deed of Gift dated 28th February, 1975 but due to inadvertence the name of said Dilip Adhikary was not being mutated in respect of the said property though he continued to be the owner of undivided 1/3rd share therein.
- N) That said another property measuring about 9 Cottahs together with tile shed structure situated therein have been mutated and recorded in the office of the Kolkata Municipal Corporation as premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 within Ward No. 130 vide Municipal Assesse No. 41-130-09-0137-6, in the name of Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary, both since deceased.
- O) While seized and possessed of the undivided half share of the said Danga land measuring about 9 Cottahs more or less together with tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, said Gopal Chandra Adhikary died intestate on 24th



October, 1986 leaving behind him surviving his four sons, namely Sunil Kumar Adhikary, Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary and three married daughters, namely Gita Das, Gayatri Adhikary and Rita Adhikary as his legal heirs and successors, who thus jointly inherited the said undivided half share in respect of the said Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 i.e. to say each having undivided $1/7^{\text{th}}$ share out of said half share in respect of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.

- P) One of the joint owners in respect of the aforesaid property, namely Ashoke Adhikary, filed a title suit for partition against his other co-sharers being Title Suit No. 100 of 1993 in the Court of 7^{th} Sub-Ordinate Judge at Alipore, 24 Parganas (South) in respect of both the properties being premises Nos. 136 & 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- Q) The aforesaid suit being Title Suit No. 100 of 1993 was decreed in preliminary form by the Learned Assistant District Judge, 7^{th} Court on 22^{nd} August, 1995 wherein it has been declared that said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each are the owners of undivided $1/3^{\text{rd}}$ share in the land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 and also undivided $1/3^{\text{rd}}$ share each out of half share of land measuring 9 Cottahs more or less and $1/7^{\text{th}}$ share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary who acquired undivided $1/7^{\text{th}}$ share each out of undivided half share of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.

- R) After such preliminary decree, the aforesaid property has not yet been partitioned amongst the co-sharers, as aforesaid, by metes and bounds.
- S) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary were jointly possessing and enjoying the said Danga land measuring 6 Cottahs, 8 Chittaks and 2 Sq.ft. with 300 sq.ft. tile shed structure situated thereon being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- T) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each were the owners of undivided $1/3^{\text{rd}}$ share out of half share of land measuring 9 Cottahs more or less and also $1/7^{\text{th}}$ share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary, who acquired undivided $1/7^{\text{th}}$ share each out of undivided half share of land measuring about 9 Cottahs more or less together with 2100 sq.ft. tile shed structure situated thereon being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- U) One of the co-owners, namely Ashoke Adhikary, by virtue of a registered Deed of Conveyance dated 1st April, 2011 sold, conveyed and transferred his undivided $1/3^{\text{rd}}$ share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less equivalent to 2 Cottahs, 2 Chittaks and 231 Sq.ft. more or less together with undivided $1/3^{\text{rd}}$ share of tile shed structure measuring about 100 sq.ft. situate and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.1. C.D. Volume No. 7. Pages 7891 to 7925, Being No. 03760 for the year 2011.

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- V) Another co-owner, namely Biswanath Adhikary, by virtue of a registered Deed of Conveyance dated 6th April, 2011 sold, conveyed and transferred his undivided 1/3rd share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less equivalent to 2 Cottahs, 2 Chittaks and 231 Sq.ft. more or less together with undivided 1/3rd share of tile shed structure measuring about 100 sq.ft. situate and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.1. C.D. Volume No. 7, Pages 9817 to 9851, Being No. 03859 for the year 2011.
- W) Another co-owner, namely Dilip Adhikary, by virtue of a registered Deed of Conveyance dated 14th December, 2011 sold, conveyed and transferred his undivided 1/3rd share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less equivalent to 2 Cottahs, 2 Chittaks and 231 Sq.ft. more or less together with undivided 1/3rd share of tile shed structure measuring about 100 sq.ft. situate and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.1. C.D. Volume No. 25, Pages 15421 to 15455, Being No. 13088 for the year 2011.
- X) Thus by virtue of said three registered Deed of Conveyance, the present Vendors became the absolute Owners in respect of the said piece and parcel of land measuring about 6 cottahs, 8 Chittaks and 2 Sq.ft. together with tile shed structures situated therein being Municipal Premiss No. 137, Netaji Subhas Road, Kolkata-700 034 and have duly mutated their names in the record of the K.M.C.


- Y) After purchasing the aforesaid property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034, by virtue of the aforesaid three registered Deed of Conveyances, as stated herein before, the present Vendors detected some typographical mistakes regarding the particulars of Dag Nos. in all the aforesaid Deeds executed in their favour and as such for rectification of the aforesaid mistake all the previous Owners and/or Vendors in the said Deeds duly executed 3 Deed of Declarations and/or Deed of Rectifications all dated 17th March, 2012 inter alia rectifying the aforesaid mistake in respect of the Dag numbers, which were duly registered before the Additional Registrar of Assurance, Kolkata being Deed Nos. 02323, 02325, 02317 all for the year 2012.
- Z) Thus by virtue of said 3 (three) registered Deed of Conveyances and also said three registered Deeds of Rectification/Declaration, the present Vendors became the absolute Owners in respect of the piece and parcel of land measuring about 6 Cottas, 8 Chittaks and 2 Sq.ft. together with tile shed structure standing thereon measuring about 300 Sq.ft. being present Municipal Premises No. 137, Netaji Subhas Road, Kolkata-700 0354 and have also duly mutated their names in the record of the Kolkata Municipal Corporation and is otherwise entitled to deal with the same.
- AA) The present Purchasers being interested to purchase the aforesaid property from the Vendors being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 having an area of 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less together with tile shed structure standing thereon measuring about 300 Sq.ft. (more fully described in the Schedule hereunder written) hereinafter referred to as the said "property" the Vendors agreed to sell the same at or for a consideration of Rs. 73,50,000/- (Rupees seventy three lakhs fifty thousand only) free from all encumbrances, charges, liens, attachments, whatsoever, subject to the terms and conditions as contained in these presents.

NOW THIS INDENTURE WITNESSETH that pursuance to the said arrangement and in consideration of a sum of Rs. 73,50,000/- (Rupees seventy three lakhs fifty thousand only) paid by Purchasers to the Vendors at or before execution of these presents (the receipt whereof the Vendors herein doth hereby acknowledge to have received as per the Memo given below), the Vendors herein doth hereby forever acquit, exonerate, release and discharge the Purchasers, their heirs, executors, administrators, representatives and/or assigns and every one of them and also the said property, they, the Vendors as beneficial Owners doth hereby by these presents indefeasibly grant, sale, convey, transfer, assign and assure unto the Purchasers, their heirs, executors, administrators, representatives and/or assigns ALL THAT the piece and parcel of land having an area of 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less together with tile shed structure standing thereon measuring about 300 Sq.ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata - 700 034, Ward No. 130 together with all other easement and/or facilities attached thereto (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" TOGETHER WITH all benefits and advantages of ancient and all rights, title, interests, benefits, advantages, claims and demands and interest whatsoever belonging, to or anywise appertaining therewith or any part thereof OR HOWSOEVER OTHERWISE said tenement, land, heriditament and premises now or hereto before was situated lying at and butted bounded called known numbered described or distinguished AND TOGETHER WITH all former and other rights, liberties, easements, quasi-easements, commodities, walls, fences, advantages, appendages and appurtenances, whatsoever, to the said property belonging to or anywise appurtenant thereto or known as part and parcel thereof and the reversion or reversions, reminder or reminders and the rents issues and profit of the property hereby sold and conveyed and of any and every part thereof AND all the legal incidences thereof TOGETHER WITH all the estate rights, title, and interests, inheritance possession, use, trust, property, claims and demands, whatsoever, both at law and in equity of the Vendors into and upon and in respect of the said property hereby sold and any and every part

thereof TOGETHER WITH right of egress and ingress all areas, fences, passages, sewers, drains, water, water courses, tress, bushes, boundaries, walls, benefits, advantages, vacant area, open spaces, whatsoever, and manner of former or other rights, liberties, easements, privileges, appendages and appurtenances, whatsoever, belonging to the said property hereby sold and transferred or in anywise appertaining thereto or any part thereof usually held, used, occupied, accepted, enjoyed, reputed, known as part or parcel or member thereof or appurtenant thereto TOGETHER WITH all the deeds, pattahs, muniments of title writings and evidence of title which are now or hereafter shall or may be in the custody power or control of the Vendors or any person or persons from whom the Vendors can or may procure the same AND TOGETHER WITH other stipulations and provisions in connection with the beneficial use and enjoyment of the said property hereby conveyed or intended to be conveyed so upon execution and registration of this Indenture TO HAVE AND TO HOLD the said property hereby granted sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging there to unto and to the use of the Purchasers absolutely and forever any manner of condition use trust or other things, whatsoever, to alter, defeat encumber or make void the same and free from all encumbrances, charges, liens, claims, demands, mortgages and liabilities, whatsoever, AND FURTHER simultaneously with the execution of this Deed, the Vendors delivered the vacant possession of the aforesaid property.


THE VENDORS DO HEREBY COVENANT WITH THE PURCHSER as follows:-

- a) THAT notwithstanding any act, deed, matter or thing done by the Vendors or committed, executed or knowingly committed or suffered to the contrary, the Vendors are now lawful Owners and rightly seized and possessed of and or otherwise well and sufficiently entitled to the said property together with all the rights and benefits and privileges relating thereto hereby



conveyed, sold, transferred, assigned and assured unto and to the Purchasers in the manner aforesaid.

- b) THAT the Vendors have not at any time done, committed, executed, or knowingly permitted or suffered or been part to any act deed or thing whereby the said Property hereby sold and conveyed or any part thereof can or may be impeached encumbered or affected or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid.
- c) THAT NOTWITHSTANDING any act deed matter or thing whatsoever done; the Vendors have got the right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner as aforesaid according to the true intent and meaning of these presents.
- d) AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of their predecessors in title or any one of them.
- e) AND THAT all rates, taxes and other impositions and/or outgoings payable in respect of the said property upto the date of execution of these presents have been and/or shall be paid by the Vendors in full and in case of any demands being made hereafter in respect of the aforesaid period, the same shall be paid and discharged by the Vendors and those relating to the period



subsequent to the date of execution of these presents shall be payable by the Purchasers.

- f) AND THAT the said property is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and that no proceeding there under is pending and that there is no excess vacant land in the said property.
- g) AND THAT the said property or any part or portion thereof is not affected by any notice, order or proceeding of attachment including under any certificate case or proceedings under the Income Tax Act, 1961, Public Demands Recovery Act or any other law.
- h) AND THAT no notice, declaration, order, notification or proceeding has been issued, published, initiated, instituted or served on the Vendors or their predecessors in title for the acquisition of the said property or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed there under and the Vendors have no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof.
- i) AND THAT no suit and/or proceeding and/or court order has been instituted or is pending or subsisting in any Court of law affecting in any manner, whatsoever, the said property and/or any part or portion thereof or their sale and/or transfer and no steps, whatsoever, have been taken for attachment, acquisition or requisition of the said property or any portions thereof.
- j) AND THAT the Purchasers 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 Vendors, 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, tenancies, licences, occupancy rights, debutter, trusts, attachments, executions, prohibitions, restrictions, restrictive covenants, easement, acquisitions, requisitions, attachments, vestings, alignments, injunctions, court orders, liabilities and lispendens, whatsoever, suffered or made or liabilities created in respect of the said property by the Vendors or by any person or persons lawfully or equitably claiming from under or in trust for the Vendors or their predecessors in title or any of them as aforesaid or otherwise.

- k) AND THAT the Vendors have a good and marketable title to the said property and are lawfully entitled to sell, dispose of, alienate or otherwise deal with the said property.
- l) AND THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the property or any part thereof and the property, benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors shall from time to time and at all times hereinafter upon every reasonable request and make do acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said property unto the Purchasers in the manner as aforesaid.
- m) AND FURTHER THAT the Vendors and all their heirs, executors, successors, administrators and legal representatives shall at all times hereafter indemnify and keep indemnified the Purchasers, their heirs, executors, administrators, representatives and/or assigns against all claims, losses, damages, costs, charges and expenses, liabilities, demands and consequences, whatsoever, if any, suffered by reason of any defect in title of

the Vendors or any act omission, breach violation or default of the covenants herein contained.

- n) AND FURTHER simultaneously with the execution of this Deed, the Vendors have delivered the vacant possession of the scheduled property to the Purchasers free from all encumbrances whatsoever,

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land having an area of 6 Cottahs, 8 Chittaks and 2 Sq.ft. more or less together with tile shed structures standing thereon having an area of about 300 sq.ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034, (property situated at Zone 'F'), Ward No. 130 together with all other easement and/or facilities attached thereto and butted and bounded as follows:

- ON THE NORTH : By the property of Balai Chandra Dey and Gopal Chandra Dey;
- ON THE SOUTH : Partly by Municipal Premises No. 136, N.S. Road and partly 6' wide common passage;
- ON THE EAST : Partly by Municipal Premises No. 119, N.S. Road, partly 17' wide N.S. Road and partly premises No. 117/E, N.S. Road;
- ON THE WEST : By premises No. 187, N.S. Road.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

Debasis Ghosh
Raghu Banerjee

SIGNED, SEALED AND DELIVERED
BY THE VENDORS AT KOLKATA IN
PRESENCE OF :

1. Smitadha Chatterjee
(SMITADHA CHATTERJEE)
K3/122, Crossroad - 14
Telco, Jamshedpur.

2. Santay Modani
(SANTAY MODANI)
18/1, MAHARAJI DEVENDRA ROAD
KOLKATA - 700007

Raghu Banerjee
(RAGHU BANERJEE)

Debasis Ghosh
(DEBASIS GHOSH)

(VENDORS)

SIGNED, SEALED AND DELIVERED
BY THE PURCHASERS AT KOLKATA IN
PRESENCE OF :

1. Smitadha Chatterjee

2. Santay Modani

Shikha Modani
(SHIKHA MODANI)

Padmanava Dasgupta
(PADMANAVA DASGUPTA)

Prithviraj Dasgupta
(PRITHIVIRAJ DASGUPTA)

Priyanka Dasgupta
(PRIYANKA DASGUPTA)
(PURCHASERS)

Drafted by
Kousik Dasgupta
Advocate
City Civil Court
Calcutta

MEMO OF CONSIDERATION

Received from the aforesaid Purchasers a sum of Rs. 73,50,000/- (Rupees seventy three lakhs fifty thousand only) being the full consideration money as per memo given below :

- | | | |
|----|---|------------------------|
| a) | By Pay Order No. 081895 dated 27.04.2015 drawn on Bank of Baroda | Rs. 36,38,250/- |
| b) | By Pay Order No. 001893 dated 27.04.2015 drawn on Bank of Baroda | Rs. 36,38,250/- |
| c) | T.D.S. @ 1% on total Consideration | Rs. 73,500/- |
| | | <u>Rs. 73,50,000/-</u> |

Debasis Shook
Raghu Banerjee

(Rupees seventy three lakhs fifty thousand only)

Witness :

1. Suigolha Chatterjee

2. Santay Medani
(SANTAY MEDANI)

Raghu Banerjee
Debasis Shook

(VENDORS)

FILE : F:APSD\137, NS Bose Road-1692

DATED THIS 27th DAY OF April 2015

BETWEEN

SHRI RAGHU BANERJEE & ANR.

... VENDORS

AND

SMT. SHIKHA MODANI & ORS.

..PURCHASERS

SALE DEED

Re : Premises Nos. 137, Netaji Subhas
Road, P.S. Behala, Kolkata - 700 034.

N. N. CHAKRABORTY
ADVOCATE
84/1, BELTALA ROAD
KOLKATA - 700 026.