

# SUDIP BASU

Room No. - 11C, 11th Floor, 4, Govt. Place North, Kolkata-700 001

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MOUSUMI OMOSH LICENSED & TAME VENDOR MOLKATA REGISTRATION OFFICE

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Mahato, by Faith Hindu, by Nationality Indian, by occupation Business, residing at Chhota Tengra, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, PAN No.BSHPM0683D, (2) SRI LALAN MAHATO son of Late Pokhan Mahato, by faith Hindu. by Nationality Indian, by occupation business, residing at Chhota Tengra, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (3) SMT. SARASWATI DEVI (Pan No. APJPD 7086H) wife of Ram Naresh Singh, by Faith Hindu, by Nationality Hindu, by occupation House wife, residing at K 403, Green Enclure, Kadma Jamshedpur, Pin 830011, Jharkhand, (4) SMT. PRABHAWATI DEVI, wife of Sri Sudama Singh, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at Dobhabazar, Police Station Ara Muffassil, District Bhojpur, Bihar-802301, (5) KALAWATI DEVI MAHATO wife of Adya Prasad Singh, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at Nobada Ara, Police Station Nobada Ara, District Bhojpur, Bihar-802301, (6) SRI SANJAY MAHATO (Pan No. CGFPM 7090F) son of Late Lalit Mahato, by faith Hindu, by Nationality Indian, by occupation Business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (7) SRI HARI KISHOR MAHATO, son of Late Lalit Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), Dist. Paschim Medinipur, West Bengal-721301, (8) SRI DILIP MAHATO son of Late Rampirit Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P. O. Kharagpur, Police Station Kharagpur (Town), District. Paschim Medinipur, West Bengal-721301, (9) SRI ASHOK MAHATO son of Late Amar Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No.28, P.O. Kharagpur, Police Station Kharagpur (Town), Dist. Paschim Medinipur, West Bengal-721301 (10) SRI PREM MAHATO son of Late Amar Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No.28, P.O. Kharagpur, Police Station - Kharagpur (Town), District Paschim

Medinipur, West Bengal-721301, (11) SRI SANTOSH MAHATO son of Late Amar Nath Mahato, by Faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (12) SRI SUNAINA DEVI MAHATO wife of Jalim Singh and daughter of Late Amar Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Village and town Chhatanwar, Anchal Dumraon, District Buxer, Pin Code 802136, (13) SRI GOURI SHANKAR MAHATO son of Late Baij Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (14) SRI RAMDHAR MAHATO son of Late Ram Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), Dist. Paschim Medinipur, West Bengal-721301, (15) SRI BRIJ KUMAR MAHATO son of Late Ram Nath Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (16) SMT. SHYAM SUNDARI MAHATO wife of Late Ram Nath Mahato, by Faith Hindu, by Nationality Indian, by occupation housewife, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P. O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (17) SRI LAIJI MAHATO (SINGHA) son of Late Anged Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Daphaipara, Ward No.26, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (18) SRI NEPALJI MAIIATO (SINGII) son of Late Anged Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Chhota Tengra, near Kali Mandir, Ward No. 28, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (19) SRI SHEO KUMAR @ PANCHANAND MAHATO (SINGII) son of Late Anged Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Daphaipara, Ward No.26, P.O.

Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (20) SRI RAJENDRA MAHATO son of Late Anged Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Hut No.80, Village and Post Kulhidiya, District Brojpur-802301, (21) SRI JOGINDAR MAHATO (SINGHA) son of Late Anged Mahato, by faith Hindu, by Nationality Indian, by occupation business, residing at Daphaipara, Ward No.26, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, (22) KESHARI DEVI wife of late Gopalji Mahato, by occupation housewife, by faith Hindu, by Nationality Indian, (23) SANDIP PRASAD and (24) DHIRAJ KUMAR SINGH both sons of Late Gopalji Mahato, both by faith Hindu, by Nationality Indian, by occupation business, all residing at Daphaipara, Ward No.26, P.O. Kharagpur, Police Station Kharagpur (Town), District Paschim Medinipur, West Bengal-721301, hereinafter jointly called and referred to as the **VENDORS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and/or assigns) of the ONE PART: The vendor Nos.2 to 24 are being represented by their lawful constituted attorney SRI BIJAY MAHATO, the vendor No.1 herein by and under several registered general power of attorneys all registered at the office of the ADSRO Kharagpur and recorded in Book No. IV, being No.206, 225, 331, 198, 184 and 185 all for the year 2012 and Being No.87 for the year 2013, being No.00174, 00179 both for the year 2014 and another registered general power of attorney registered at the office of the District Registry office Ara (Bhojpur) and recorded in Book No. IV. Being No.866 for the year 2012 and all are in full force.

# A N D

SWARN MAHAL HOUSING PVT. LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 1, R.N. Mukherjee Road, Martin Burn House, Room No.27, Kolkata 700001, (West Bengal) Pan No. AARCS7980H, represented by it's Director SRI SANJAY AGARWAL son of late Fatechand Agarwal, by faith Hindu, by occupation Business, Indian National, residing at Ground Floor, Sri Hanuman Tower, Bandhaghat, Salkia, Police Station Malipanchghora, Howrah,

hereinafter called and referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs administrators, legal representative successors, successors-in-interest and assigns) of the <u>OTHER PART.</u>

### PART-I-MOUZA TALJULY

WHEREAS at all material times and all intent and purpose one Sheo Dayal Mahato, Munshi Mahato, Ramprit Mahato, Angad Mahato and Bholanath Mahato all sons of Sheo Govind Mahto were the joint owners in respect of ALL THAT piece and parcel of land measuring an area 11 Decimals more or less comprised in Dag No.9 at Mouza Taljuli, J. L. No.239, Police Station Kharagpur now Kharagpur (Town), District Medinipur now Paschim Medinipur, each having 1/5<sup>th</sup> share or interest therein.

AND WHEREAS while being seized and possessed of the same said Bhola Nath Mahato died intestate leaving behind surviving his only son Ramnath Mahato to inherit the share or interest at the aforesaid property left by the said Bholanath Mahato, since deceased.

AND WHEREAS in the premises the said Sheo Dayal Mahato, Munshi Mahato, Ramprit Mahato, Angad Mahato and Ramnath Mahato became the joint owners in respect of ALL THAT piece and parcel of land measuring an area 11 Decimals comprised in Dag No.9 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur now Kharagpur (Town), District Medinipur now Paschim Medinipur, each having undivided 1/5<sup>th</sup> share or interest therein and as such being the joint owners they got mutated their names in the Record of the Revisional Settlement operation vide R. S. Khatian No.339 in R. S. Dag No.9 at Mouza Taljuli, J. L. No.239.

AND WHEREAS while being seized and possessed of 1/5<sup>th</sup> share out of the aforesaid property Sheo Dayal Mahato died intestate leaving behind surviving his only son Pokhen Mahato to inherit the share or interest at the aforesaid property left by the said Sheo Dayal Mahato, since deceased

WHEREAS while they were exercising their right, title, interest and were in possession over the said land each having undivided 1/5<sup>th</sup> share or interest therein, said Munshi Mahato died intestate as a bachelor leaving behind him his two living brothers Ramprit Mahato and Angad Mahato as his only legal heirs and successors and accordingly said Ramprit Mahato and Angad Mahato both have inherited the 1/5<sup>th</sup> share of said Munisi Mahato, since deceased.

AND WHEREAS in the premises the said Ram Pirit Mahato and Angad Mahato became the joint owners each having undivided 3/10<sup>th</sup> share or interest into and over the aforesaid property and Pokhan Mahato and Ram Nath Mahato became the owners each having undivided 1/5<sup>th</sup> share of the property.

AND WHEREAS while being seized and possessed of the same said Ramprit Mahato died intestate leaving behind him surviving his four sons namely Amarnath Mahato, Kashinath Mahato, Baijnath Mahato and Dilip Mahato to inherit the share or interest left by the said Ramprit Mahato, since deceased and by virtue of the aforesaid inheritance the said Amarnath Mahato, Kashinath Mahato, Baijnath Mahato and Dilip Mahato became the joint owners of 3/10th share or interest into and over the property left by the said Ramprit Mahato, since deceased and while being seized and possessed of the same the said Amarnath Mahato died intestate leaving behind surviving him his three sons and only daughter namely Ashok Mahato, Prem Mahato, Santosh Mahato and Sunaina Devi to inherit the share or interest into and over the property left by the said Amarnath Mahato, since deceased and thereafter the said Baijnath Mahato also died intestate leaving behind surviving him his only son namely Gouri Shankar Mahato to inherit the property left by said Baijnath Mahato, since deceased and in accordance with the provision of Hindu Succession Act said Kashinath Mahato, Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi and Gouri Shankar Mahato, became the joint owners of 3/10th share or interest of the aforesaid property and thereafter said Kashinath Mahato also died intestate as bachelor leaving behind surviving his only living brother Dilip Mahato to inherit the property left by said Kashinath Mahato, since

deceased and in the premises by virtue of the aforesaid inheritance said Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi and Gouri Shankar Mahato, THE VENDORS NOS. 8 TO 13 herein, became the joint owners of ALL THAT 3/10<sup>th</sup> share or interest of ALL THAT piece and parcel of land measuring an area an area 11 Decimals comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Angad Mahato died intestate leaving behind him surviving his wife and six sons namely Doulati Devi, Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato to inherit the share or interest left by the said Angad Mahato, since deceased and thereafter the said Doulati Devi also died intestate leaving behind her surviving her six sons namely Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato to inherit the share or interest left by the said Doulati Devi, since deceased and thereafter the said Gopalji Mahato died intestate leaving behind surviving his wife and two sons namely Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh to inherit the share out of the aforesaid property left by the Gopalji Mahato, since deceased and by virtue of the aforesaid inheritance the said Lalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato, Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh, THE VENDORS NO.17 TO 24 herein, became the joint owners of 3/10<sup>th</sup> share or interest into and over the land measuring an area 11 Decimals comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur, each having respective share or interest and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Pokhan Mahato died intestate leaving behind him surviving his three sons and three daughters namely Lalit Mahato, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato and Kalawati Mahato to inherit 1/5th share of the entire property left by Pokhan Mahato, since deceased and by virtue of the aforesaid inheritance the said Lalit Mahato, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato and Kalawati Mahato became the joint owners of 1/5th share or interest into and over the property left by the said Pokhan Mahato, since deceased and while being seized and possessed of the same the said Lalit Mahato died intestate leaving behind him surviving his two sons namely Sanjoy Mahato and Hari Kishore Mahato to inherit the share or interest into and over the property left by the said Lalit Mahato, since deceased and in accordance with the provision of Hindu Succession Act said Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato, Kalawati Mahato, Sanjoy Mahato and Hari Kishore Mahato, THE VENDORS NO. 1 TO 7 herein, became the joint owners of undivided 1/5<sup>th</sup> share or interest of ALL THAT piece and parcel of land an area 11 Decimals comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Ramnath Mahato died intestate leaving behind him surviving his wife and two sons namely Shyam Sundari Mahato, Ramdhar Mahato and Brij Kumar Mahato to inherit 1/5<sup>th</sup> share of the entire property left by Ramnath Mahato, since deceased and by virtue of the aforesaid inheritance the said Shyam Sundari Mahato, Ramdhar Mahato and Brij Kumar Mahato, THE VENDORS NO.14 TO 16 herein, became the joint owners of undivided 1/5<sup>th</sup> share or interest of ALL THAT piece and parcel of land measuring an area 11 Decimals comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS during occupation of the said property the vendors or predecessors of the vendors have already sold out an area 03 Decimals more or less out of the aforesaid property unto and in favour of the purchaser herein and retained the remaining portion of land measuring an area 08 Decimals more or less.

AND WHEREAS in the premises the said Dilip Mahato, Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi, Gouri Shankar Mahato, Lalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato, Joginder Mahato, Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato, Kalawati Mahato, Sanjoy Mahato, Hari Kishore Mahato, Shyam Sundari Mahato, Ramdhar Mahato and Brij Kumar Mahato became the joint owners of ALL THAT piece and parcel of land measuring an area 08 Decimals more or less together with structure standing thereon comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern, each having respective share or interest therein.

#### PART-II MOUZA SONAMUKHI

WHEREAS at all material times and all intent and purpose one Sheo Dayal Mahato, Munshi Mahato, Ramprit Mahato, Angad Mahato and Bholanath Mahato all sons of Sheo Govind Mahto were the joint owners in respect of ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No. 7 and an area 100 decimals comprised in R. S. Dag No. 10 both under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur, each having undivided 1/5<sup>th</sup> share or interest therein.

AND WHEREAS while being seized and possessed of the same said Bhola Nath Mahato died intestate leaving behind surviving his only son Ramnath Mahato to inherit the share or interest at the aforesaid property left by the said Bholanath Mahato, since deceased.

AND WHEREAS in the premises the said Sheo Dayal Mahato, Munshi Mahato, Ramprit Mahato, Angad Mahato and Ramnath Mahato became the joint owners in respect of ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No. 7 and an area 100 decimals comprised in R. S. Dag No. 10 both under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur, each having undivided 1/5<sup>th</sup> share or interest therein and as such being the joint owners they got mutated their names in the Record of the Revisional Settlement operation vide R. S. record vide R. S. Dag No.7 and 10, under R. S. Khatian No. 477 at Mouza- Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur.

AND WHEREAS while being seized and possessed of 1/5<sup>th</sup> share out of the aforesaid property Sheo Dayal Mahato died intestate leaving behind surviving his only son Pokhen Mahato to inherit the share or interest at the aforesaid property left by the said Sheo Dayal Mahato, since deceased

AND WHEREAS while they were exercising their right, title, interest and were in possession over the said land each having undivided 1/5<sup>th</sup> share or interest therein, said Munisi Mahato died intestate as a bachelor leaving behind him surviving his two living brothers Ram Pirit Mahato and Angad Mahato as his only legal heirs and successors and accordingly said Ram Pirit Mahato and Angad Mahato both have inherited the 1/5<sup>th</sup> share of property left by said Munisi Mahato, since deceased.

AND WHEREAS in the premises the said Ram Pirit Mahato and Angad Mahato became the owners each having undivided 3/10<sup>th</sup> share or interest into and over the aforesaid

property and Pokhan Mahato and Ram Nath Mahato became the owners each having undivided 1/5<sup>th</sup> share of the property.

AND WHEREAS while being seized and possessed of the same said Ramprit Mahato died intestate leaving behind him surviving his four sons namely Amarnath Mahato, Kashinath Mahato, Baijnath Mahato and Dilip Mahato to inherit the share or interest left by the said Ramprit Mahato, since deceased and by virtue of the aforesaid inheritance the said Amarnath Mahato, Kashinath Mahato, Baijnath Mahato and Dilip Mahato became the joint owners of 3/10<sup>th</sup> share or interest into and over the property left by the said Ramprit Mahato, since deceased and while being seized and possessed of the same the said Amarnath Mahato died intestate leaving behind surviving him his three sons and only daughter namely Ashok Mahato, Prem Mahato, Santosh Mahato and Sunaina Devi to inherit the share or interest into and over the property left by the said Amarnath Mahato, since deceased and thereafter the said Baijnath Mahato also died intestate leaving behind surviving him his only son namely Gouri Shankar Mahato to inherit the property left by said Baijnath Mahato, since deceased and in accordance with the provision of Hindu Succession Act said Kashinath Mahato, Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi and Gouri Shankar Mahato, became the ioint owners of 3/10th share or interest of the aforesaid property and thereafter said Kashinath Mahato also died intestate as bachelor leaving behind surviving his only living brother Dilip Mahato to inherit the property left by said Kashinath Mahato, since deceased and in the premises by virtue of the aforesaid inheritance said Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi and Gouri Shankar Mahato, THE VENDORS NOS. 8 TO 13 herein, became the joint owners of ALL THAT 3/10th share or interest into and over the land comprised in R. S. Dag No.7 and 10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No. 188 and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Angad Mahato died intestate leaving behind him surviving his wife and six sons namely Doulati Devi,

Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato to inherit the share or interest left by the said Angad Mahato, since deceased and thereafter the said Doulati Devi also died intestate leaving behind her surviving her six sons namely Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato to inherit the share or interest left by the said Doulati Devi, since deceased and thereafter the said Gopalji Mahato died intestate leaving behind surviving his wife and two sons namely Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh to inherit the share out of the aforesaid property left by the Gopalji Mahato, since deceased and by virtue of the aforesaid inheritance the said Lalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato, Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh, THE VENDORS NO.17 TO 24 herein, became the joint owners of ALL THAT 3/10th share or interest into and over the land comprised in R. S. Dag No.7 and 10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188 left by the said Angad Mahato, since deceased and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Pokhan Mahato died intestate leaving behind him surviving his three sons and three daughters namely Lalit Mahato, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato and Kalawati Mahato to inherit 1/5<sup>th</sup> share of the entire property left by Pokhan Mahato, since deceased and by virtue of the aforesaid inheritance the said Lalit Mahato, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato and Kalawati Mahato became the joint owners of 1/5<sup>th</sup> share or interest into and over the property left by the said Pokhan Mahato, since deceased and while being seized and possessed of the same the said Lalit Mahato died intestate leaving behind him surviving his two sons namely Sanjoy Mahato and Hari Kishore Mahato to inherit the share or interest into and over the property left by the said Lalit Mahato, since deceased and in accordance with the provision of Hindu Succession Act said Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato, Kalawati Mahato, Sanjoy Mahato and Hari Kishore Mahato, THE VENDORS

NO. 1 TO 7 herein, became the joint owners of ALL THAT 1/5<sup>th</sup> share or interest into and over the land comprised in R. S. Dag No.7 and 10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188 and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS while being seized and possessed of the same the said Ramnath Mahato died intestate leaving behind him surviving his wife and two sons namely Shyamsundari Mahato, Ramdhar Mahato and Brijkumar Mahato to inherit 1/5<sup>th</sup> share of the entire property left by Ramnath Mahato, since deceased and by virtue of the aforesaid inheritance the said Shyamsundari Mahato, Ramdhar Mahato and Brijkumar Mahato, THE VENDORS NO.14 TO 16 herein, became the joint owners of ALL THAT 1/5<sup>th</sup> share or interest into and over the land comprised in R. S. Dag No.7 and 10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, left by the said Ramnath Mahato, since deceased and they have been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS in the premises the said Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi, Gouri Shankar Mahato, Lalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato, Joginder Mahato, Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh, Lalan Mahato, Bijay Mahato, Saraswati Mahato, Prabhawati Mahato, Kalawati Mahato, Sanjoy Mahato, Hari Kishore Mahato, Shyamsundari Mahato, Ramdhar Mahato and Brijkumar Mahato became the joint owners of ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7 and an area 100 Decimals more or less comprised in R. S. Dag No. 10 both under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, each having respective share or interest therein and they have been jointly possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS the Vendors hereto in urgent need of money and for other lawful reasons offered to sell, transfer and convey ALL THAT piece and parcel of land measuring an area 08 Decimals more or less together with structure standing thereon comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur, within the limits of Kharagpur Municipality which is specifically morefully and particularly mentioned and described in the Schedule A hereunder written AND ALL THAT piece and parcel of land measuring an area 53 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No.7 and an area 37 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No. 10 both under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, which is morefully mentioned Schedule B hereunder written (hereinafter for the sake of brevity referred to as the said property) at or for the total price and/or consideration of Rs.1,65,00,000.00 (Rupees one crore sixty five lakhs) only and the Purchaser herein, on coming to know the said offer of the vendors and believe the representation of the vendors as true and correct, has agreed for absolute purchase of the said property fully mentioned and described in the Schedule hereunder written at or for the above mentioned consideration free from all encumbrances and attachments whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance to the agreement and in consideration of the said sum of Rs.1,65,00,000.00 (Rupees one crore sixty five lakhs) only paid by the purchaser to the vendors and the receipt whereof the vendors do and each of them doth hereby admit and acknowledge and of and from the payment of the same the vendors herein forever admits and do hereby release, discharge acquit and exonerate the same forever and every part thereof of ALL THAT piece and parcel of land measuring an area 08 Decimals more or less together with structure standing thereon comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur, within the limits of Kharagpur Municipality which is specifically morefully and particularly mentioned

and described in the Schedule A hereunder written AND ALL THAT piece and parcel of land measuring an area 53 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No.7 and an area 37 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No. 10 both under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, which is morefully mentioned Schedule B hereunder written together with all sorts of facilities advantages attached therein and thereto, (hereinafter for the sake of brevity referred to as "the said property") and the Vendors do hereby grant, sell, transfer, convey, assign and assure by way of absolute sale unto and in favour of the purchaser of ALL THAT piece and parcel of land, fully mentioned and described in the Schedule hereto TOGETHER WITH right of exclusive use and enjoyment of all ancient rights and liberties, hereditaments, trees, plants situated in the said property which is situated, butted, bounded, called, known, numbered described and distinguished and ALL THAT the estate, right, title and interest, easements and/or quasi easements and appurtenances whatsoever for beneficial use and enjoyment of the said property or any part thereof belonging to ALL THAT deeds, pattahs, writings, muniments and evidences of title whatsoever relating to the said land or any part thereof which is now or hereinafter shall or may be in the possession, power or control of the vendors or any other person from whom the vendors can procure the same whatsoever and which is free from all encumbrances and/or alienation TO HAVE AND TO HOLD the said plot of land and each and every part thereof and rights and properties appurtenant thereto unto and to the use of the purchaser absolutely and forever as heritable and transferable immovable property within the meaning of any law for the time being in force. AND the vendors covenant with the purchaser that the interest which the vendors hereby professes to transfer, subsist and the vendors have good right, title full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured the same unto and in favour of the purchaser absolutely and forever. AND THE PURCHASER, its executors and assigns shall and may at all times hereafter peacefully and quietly possess, hold, occupy and enjoy exclusively the said plot of land and every part thereof and/or receive the rents, issue and profits there

from for their own, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the vendors or any person or persons lawfully claiming or to claim through under or in trust for the vendors and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by, from under or in trust for the Vendors. AND the Vendors covenant with the purchaser that there is no statutory, judicial and/or quasijudicial order and/or restrictions which may prevent the Vendors from transferring the said property and at the same time the vendors have not at any time done or executed any Deed or documents whereby the said property can or may be impeached, encumbered or affected in title and the sale of Schedule property is made free from all encumbrance.

# THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

I. THAT notwithstanding any act deed matter or thing whereby the Vendors done or executed or knowingly suffered to the contrary the Vendors herein are now lawfully and rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchaser herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.

II. AND THAT notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the Vendors have now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said property and all other benefits and rights hereby granted sold conveyed, transferred assigned and assured unto and to the use of the purchaser herein in the manner as aforesaid according to the true intent and meanings of these present.

III. AND THAT the purchaser herein shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said property hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance

eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the Vendors herein or any person or persons having lawfully or equitably claiming from under or in trust for the Vendors.

IV. AND THAT the said property hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances lien lispendens attachments made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest therein from under or in trust for the Vendors.

V. AND FURTHER THAT the Vendors and all the persons having or lawfully or rightfully claiming any estate or interest in the said property or any part or portion thereof from under or in trust for the Vendors herein shall and will from time to time and at all material times hereafter and at the like request and at the cost of the purchaser herein make do and execute or cause to be done made and executed all such further and other lawful acts deeds matters and things whatsoever for further better and more perfectly assuring the said property and all other benefits and rights and every part or portion thereof hereby granted sold, conveyed transferred assigned and assured unto and to the use of the purchaser herein in the manner as aforesaid as shall or may be reasonably required by the purchaser.

VI). That the Vendors on this day with the execution of this Deed handover and deliver the peaceful possession khas vacant possession of the property hereby conveyed unto and to the Purchaser herein and also deliver the documents and writings in respect of the schedule property unto and in favour of the Purchaser herein AND the purchaser herein duly accepted the same.

VII). That the Vendors do hereby accorded their consent to the purchaser for mutation of the said property before the B.L. & L.R.O, Municipal authority and/or all Government and/or Semi Government and/or other statutory body and/or authority in the name of the purchaser herein.

# SCHEDULE "A" OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area 08 Decimals more or less together with R. T. shed structure standing thereon measuring an area 100 Sq. Ft. more or less comprised in R. S. Dag No.9 under R. S. Khatian No.339 all at Mouza Taljuli, J. L. No.239, Police Station Kharagpur (Town), District Paschim Medinipur, within the limits of Kharagpur Municipality **TOGETHER WITH** all benefits, facilities and advantages attached therein or thereto and all sorts of easement, quasi-easement, rights, liberties attached therein and the said property is morefully shown and delineated in the site map or plan marked with orange border and the said property is butted and bounded in the manner following:

ON THE NORTH: Remaining portion of Dag No.9.

ON THE SOUTH: Part of Dag No.7 Mouza Sonamukhi.

ON THE EAST: Part of Dag No.10 Mouza Taljuly.

ON THE WEST: Part of Dag No.7 Mouza Taljuly.

# SCHEDULE "B" OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area 53 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No. 7 and an area 37 Decimals more or less (recorded as "DRON") comprised in R. S. Dag No. 10 both under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, **TOGETHER WITH** all benefits, facilities and advantages attached therein or thereto and all sorts of easement, quasi-easement, rights, liberties attached therein and the said property is morefully shown and delineated in the site map or plan marked with Orange border and the said property is butted and bounded in the manner following:

#### Dag No.7

ON THE NORTH: Part of Dag No.7 and 9 Mouza Taljuly.

ON THE SOUTH: Part of Dag No.8 Mouza Sonamukhi.

ON THE EAST: Part of Dag No.10 Mouza Sonamukhi.

ON THE WEST: Part of Dag No.6 Mouza Sonamukhi.

# Dag No.10

ON THE NORTH: Part of Dag No.10 Mouza Sonamukhi.

ON THE SOUTH: Part of Dag No.9 & 12 Mouza Sonamukhi.

ON THE EAST: Part of Dag No.10 & 12 Mouza Sonamukhi.

ON THE WEST: Part of Dag No.7 & 8 Mouza Sonamukhi and remaining portion of Dag

No.10 Mouza Sonamukhi.

<u>IN WITNESS WHEREOF</u> the vendors hereunto have set and subscribed their hands and seals on the day, month and year first above written.

# SIGNED SEALED & DELIVERED

# IN THE PRESENCE OF

WITNESSES:-

Abhishek kr Agarwal
Malameha Rond Wd-16
Near Atulmoni High School
P.O - Kharagpwe (W.B)
Diet - Paschim Melinipur.

Ankita Roy 4. Govt. Place North Kol/kata - 700001

Bijay Mahato

For self and as lawful constituted attorney for and on behalf of Lalan Mahato, Saraswati Mahato, Prabhawati Devi, Kalawati Devi Mahato, Sanjay Mahato, Hari Kishore Mahato, Dilip Mahato, Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi Mahato, Gouri Sankar Mahato, Ramdhar Mahato, Brij Kumar Mahato, Shyam Sundari Mahato, Lalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato, Keshari Debi, Sandip Prasad and Dhiraj Kumar Singh

#### SIGNATURE OF THE VENDORS

RECEIVED from the within named purchaser the within mentioned sum of Rs.1,65,00,000.00 (Rupees one crore sixty five lacks) only being full and final consideration amount as per Memo below: -

#### **MEMO**

By pay order being No.327005 dated 07.08.2014 amounting to Rs.50.00,000.00 By pay order being No.327006 dated 07.08.2014 amounting to Rs.13,35,000.00 By pay order being No.327007 dated 07.08.2014 amounting to Rs.50,00,000.00 By pay order being No.327008 dated 07.08.2014 amounting to Rs.50.00,000.00 All drawn on ICICI BANK, Kharagpur branch

TDS	Rs.1,65,000.00
	Total Rs.1,65,00,000.00
(Rupees one crore	sixty five lacks) only

Abhishek kv Agarwal.
Malarcha Read Dd. No-16
Near Afulmoni High School
P.O. OK haraj Pur
Dist-Pashim Medinipur (D. B).

Ankita Roy

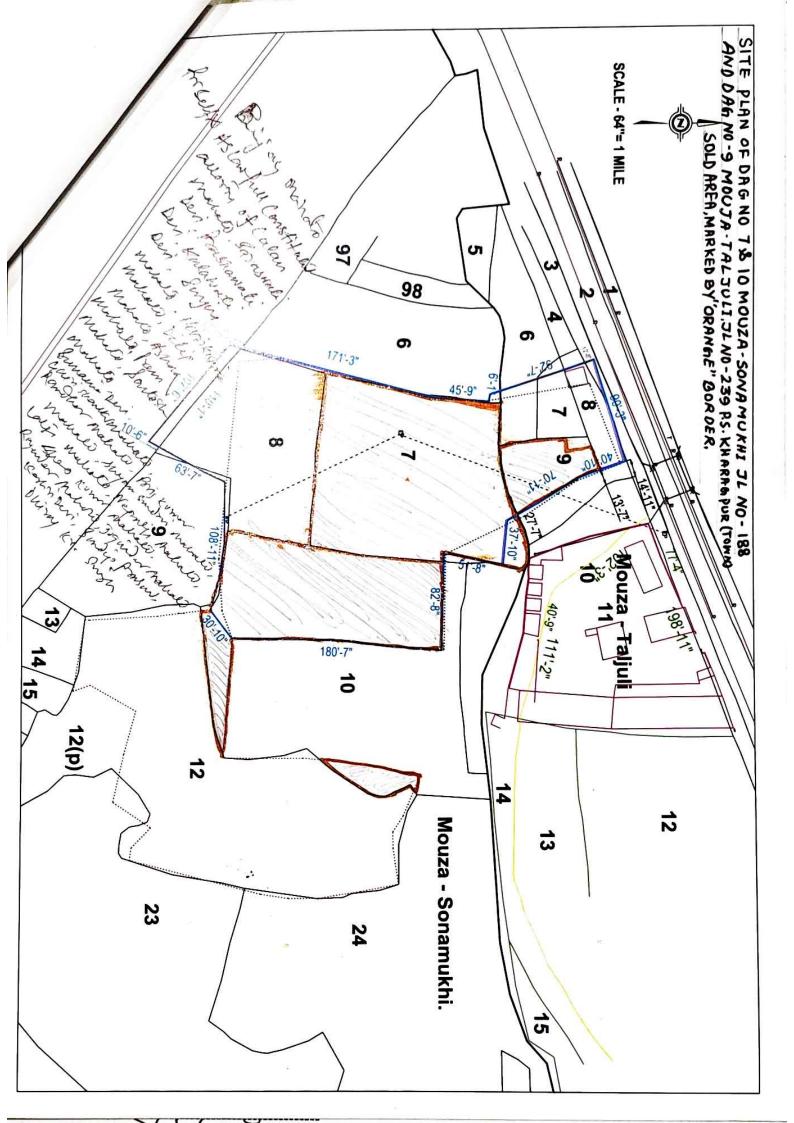
SIGNATURE OF THE VENDORS

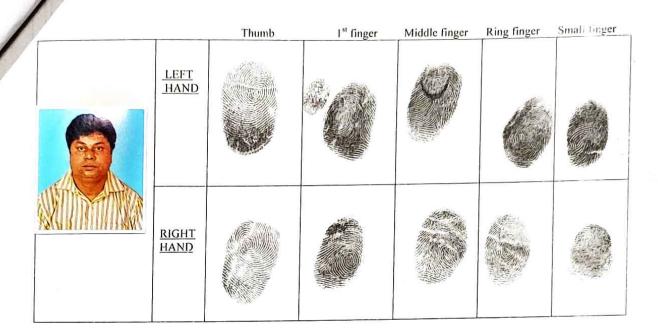
Drafted, prepared, read Over, explained & printed by me, at my office.

Saip Busu.

[SUDIP BASU],

Advocate Alipore Police Court, Kolkata 700027 Office: Delta House, Room No.11C, Eleventh Ploor, 4, Govt. Place North, Kolkata 700001.





Name

Signature Bry ay Mando

		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
	LEFT HAND					
	RIGHT HAND					The state of the s

Name

SWARN MAHAL HOUSING PVT. LTD.

Signature

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