



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Bi Jay Mahato

SWARN MAHAL HOUSING PVT. LTD.

Sanjay Agarnal
Director

THIS AGREEMENT FOR SALE is made on this the 17th day of June 2013 (Two Thousand and Thirteen) BETWEEN (1) SRI BIJOY MAHATO Son of Late Pokhan

13 MAR 2013

SL. No. 82933 DATE.....

NAME.....

ADD.....

AMT..... 10/-

SUDIP BASU

Advocate

1, Red Cross Place

Kolkata-700001

Mousumi Ghosh

MOUSUMI GHOSH
LICENSED APPRAISER
KOLKATA REGISTRATION OFFICE

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, 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, (3) **SMT. SARASWATI DEVI** wife of Ram Naresh Singh, by Faith Hindu, by Nationality Hindu, by occupation House wife, residing at K 403, Green enclure, Kadma Jamsedhpur, 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, (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, (6) **SRI SANJAY 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), District Paschim Medinipur, West Bengal, (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, (8) **SRI KASHINATH 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, (9) **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), Dist. Paschim Medinipur, West Bengal, (10) **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, (11) **SRI PREM MAHATO**, son of Late Amar Nath Mahato.

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 Director

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, (12) 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, (13) 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 Lal Ganj Karwi, P.O. Kharagpur, Police Station Kharagpur (Town), Dist. Paschim Medinipur, west Bengal, (14) 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, (15) 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, (16) 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, (17) 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, (18) SRI LAIJI MAHATO 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), Dist. Paschim Medinipur, West Bengal, (19) SRI GOPALJI MAHATO 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), Dist. Paschim Medinipur, West Bengal, (20) SRI NEPALJI MAHATO son of Late Anged Mahato,

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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, (21) SRI SHEO KUMAR @ PANCHANAND MAHATO 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, (22) SRI RAJENDRA MAHATO 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), Dist. Paschim Medinipur, West Bengal, (23) SRI JOGINDAR MAHATO 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, 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 23 are being represented by their lawful constituted attorney SRI BIJOY 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, 198, 184 and 185 all for the year 2012 and Being No.87 for the year 2013 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.

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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,

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Sanjay Agarwal
Director

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hereinafter called and referred to as the PURCHASER (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 OTHER PART.

PART-1 WHEREAS

(1) At all material times and all intent and purpose one Ram Pirit Mahato, Angath Mahato, Munisi Mahato and Shib Dayal Mahato all son of Sib Gobinda Mahato, and Ram Nath Mahato son of Bhola Mahato were the owners in respect of ALL THAT piece and parcel of land measuring an area 06 Decimals more or less comprised in R. S. Dag No.7, an area 04 Decimals more or less comprised in R. S. Dag No.8 and an area 11 Decimals more or less comprised in R. S. Dag No.9 all under R. S. Khatian No.338 at Mouza Taljuli, J. L. No. 239 AND ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7, an area 32 Decimals more or less comprised in R. S. Dag No.8 and an area 100 Decimals more or less comprised in R. S. Dag No. 10 under R. S. Khatian No.477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur and as such the owners their names were recorded in the Revisional settlement operation and they were in peaceful possession thereof by exercising their right, title, interest each having undivided 1/5th share or interest therein.

(2) While being seized and possessed of the same the said Munisi Mahato died intestate as a bachelor leaving behind him surviving his two living brothers Ram Pirit Mahato and Angath Mahato as his only legal heirs and successors and accordingly said Ram Pirit Mahato and Angad Mahato both have inherited the 1/5th share of the property left by said Munisi Mahato, since deceased.

(3) While being seized and possessed of the same said Ram Pirit 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 Ram Pirit 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

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Director

of 3/10th share or interest into and over the property left by the said Ram Pirit 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 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 Mahato, THE VENDORS NOS. 8 TO 14 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, 8 and 9 under Khatian No.338 at Mouza Taljuli, J. L. 239 and R. S. Dag No.7, 8 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.

(4) 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 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 Doulati Devi, since deceased and by virtue of the aforesaid inheritance the said Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato, THE VENDORS NO.18 TO 23 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, 8 and 9 under Khatian No.338 at Mouza Taljuli, J. L. 239 and R. S. Dag No.7, 8 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

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Director

been possessing and enjoying the same on paying the rates and taxes to the authority concern.

(5) While being seized and possessed of the same the said Shib Dayal Mahato died intestate leaving behind surviving his only son Pokhan Mahato to inherit the property left by the said Shib Dayal Mahato, since deceased and in accordance with the provision of Hindu succession Act, said Pokhan Mahato became the sole and absolute owner of 1/5th share or the property and while had been in possession thereof 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 ALL THAT 1/5th share or interest into and over the land comprised in R. S. Dag No.7, 8 and 9 under Khatian No.338 at Mouza Taljuli, J. L. 239 and R. S. Dag No.7, 8 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.

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Sanjoy Aggarwal
Director

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(6) 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 1/5th 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.15 TO 17 herein, became the joint owners of ALL THAT 1/5th share or interest into and over the land comprised in R. S. Dag No.7, 8 and 9 under Khatian No.338 at Mouza Taljuli, J. L. 239 and R. S. Dag No.7, 8 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.

(7) In the Premises the said Kashinath Mahato, Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi, Gouri Mahato, Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato, Joginder Mahato, 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 06 Decimals more or less comprised in R. S. Dag No.7, an area 04 Decimals more or less comprised in R. S. Dag No.8 and an area 11 Decimals more or less comprised in R. S. Dag No.9 all under R. S. Khatian No.338 at Mouza Taljuli, J. L. No. 239 AND ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7, an area 32 Decimals more or less comprised in R. S. Dag No.8 and an area 100 Decimals more or less comprised in R. S. Dag No. 10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, Police Station – Kharagpur, 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.

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Sanjoy Agarwal
Director

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PART-II WHEREAS

(1) At all material times and all intent and purpose one Ram Pirit Mahato, Angath Mahato, Munisi Pokhan Mahato all son of Sib Gobinda Mahato, Pokhan Mahato son of Sib Dayal Mahato and Ram Nath Mahato son of Bhola Mahato were the owners in respect of ALL THAT piece and parcel of land measuring an area 89 Decimals more or

less comprised in C. S. Dag No. 203 Mouza Sonamukhi, J. L. No.188, Police Station – Kharagpur, District Paschim Medinipur and as such the owners their names was recorded in the R. S. record vide R. S. Dag No.12, under R. S. Khatian No. 478 at Mouza-Sonamukhi, J. L. No.188, Police Station Kharagpur, Dist. Paschim Medinipur with more others landed property. And while they were exercising their right, title, interest and were in possession over the said land each having undivided 1/5th share or interest therein, said Munisi Mahato died intestate as a bachelor leaving behind him his two living brothers Ram Pirit Mahato, Angath Mahato as his only legal heirs and successors and accordingly said Ram Pirit Mahato and Angad Mahato both have inherited the 1/5th share of said Munisi Mahato, since deceased.

(2) In the premises the said Ram Pirit Mahato and Angad Mahato became the owners each having undivided 3/10th share or interest into and over the aforesaid property and Pokhan Mahato and Ram Nath Mahato became the owners each having undivided 1/5th share of the property.

(3) While being seized and possessed of the same said Ram Pirit 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 Ram Pirit 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 Ram Pirit 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 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,

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Santosh Mahato, Sunaina Devi and Gouri Mahato, THE VENDORS NOS. 8 TO 14 herein, became the joint owners of ALL THAT 3/10th share or interest into and over the land comprised in R. S. Dag No.12 under R. S. Khatian No. 478 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.

(4) 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 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 Doulati Devi, since deceased and by virtue of the aforesaid inheritance the said Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato and Joginder Mahato, THE VENDORS NO.18 TO 23 herein, became the joint owners of ALL THAT 3/10th share or interest into and over the land comprised in R. S. Dag No.12 under R. S. Khatian No. 478 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.

(5) 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

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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 1/5th share or interest into and over the land comprised in R. S. Dag No.12 under R. S. Khatian No. 478 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.

(6) 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 1/5th 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.15 TO 17 herein, became the joint owners of ALL THAT 1/5th share or interest into and over the land comprised in R. S. Dag No.12 under R. S. Khatian No. 478 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.

(7) In the premises the said Kashinath Mahato, Dilip Mahato Ashok Mahato, Prem Mahato, Santosh Mahato, Sunaina Devi, Gouri Mahato, Lalji Mahato, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajendra Mahato, Joginder Mahato, 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 89 Decimals more or less comprised in C. S. Dag No.203 corresponding to R. S. Dag No.12 under R. S. Khatian No.478 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 for argent need of money and other lawful reason the vendors herein offered to sale, transferred and conveyed the aforesaid property along with other adjoin plots of land total measuring an area 210 Decimals more or less (as per physical measurement) out of which an area 06 Decimals more or less comprised in R. S. Dag No.7, an area 04 Decimals more or less comprised in R. S. Dag No.8 and an area 11 Decimals more or less comprised in R. S. Dag No.9 all under R. S. Khatian No.338 at Mouza Taljuli, J. L. No. 239 and ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7, an area 32 Decimals more or less comprised in R. S. Dag No.8 and an area 37 Decimals more or less out of 100 Decimals comprised in R. S. Dag No.10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur AND an area 89 Decimals more or less comprised in C. S. Dag No.203 corresponding to R. S. Dag No.12 under R. S. Khatian No.478 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, together with road having 80'(feet) frontage and all sorts of easement rights, benefits, facilities advantages attached therein and thereto morefully and particularly mentioned and described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said property") at or for the total price and consideration of Rs.3,50,00,000.00 (Rupees three core fifty lakhs) only and on coming to know the said offer of the vendors, the purchaser 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.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES as follows:-

1. The Vendors have agreed to sell and the Purchaser herein has agreed to purchase ALL THAT piece and parcel of land measuring an area 06 Decimals more or less comprised in R. S. Dag No.7, an area 04 Decimals more or less comprised in R. S. Dag No.8 and an area 11 Decimals more or less comprised in R. S. Dag No.9 all under R. S. Khatian No.338 at Mouza Taljuli, J. L. No. 239 and ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7, an area 32 Decimals more or less comprised in R. S. Dag No.8 and an area 37 Decimals more or less out of 100 Decimals comprised in R. S. Dag No.10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur, AND an area 89 Decimals more or less comprised in C. S. Dag No.203 corresponding to R. S. Dag No.12 under R. S. Khatian No.478 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, totaling an area 232 Decimals more or less but as per actual measurement the area found 210 Decimals more or less, together with road having 80'(feet) frontage and all sorts of easement rights, benefits, facilities advantages attached therein and thereto, morefully and particularly mentioned and described in the Schedule 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.3,50,00,000.00 (Rupees three core fifty lakhs) only and the Purchaser having considered the proposals of the Vendors, has agreed to purchase the entire property morefully mentioned in the schedule hereunder written together with all sorts of easement rights attached therein and thereto (hereinafter for the sake of brevity referred to as "the said entire property"), into two phase i.e. :-

First phase the area as per physical measurement (already done) found 77.88 decimals more or less (but as per deed and document the area measuring 89 decimals more or less) comprising in Dag No.12 at Mouza Sonamukhi, J. L. No.188 having 12' feet wide road for the total consideration of Rs.1,16,82,000/- (Rupees one core sixteen lakhs eighty two thousand) @Rs.1,50,000/- per Decimal as per actual physical measurement.

AND in Second phase, the remaining area as per physical measurement 132.12 Decimals more or less will be transferred for the total consideration of Rs.2,33,18,000/- (Rupees two lakhs thirty three lakhs eighteen thousand only) @ Rs.176,500/- per decimals as per

actual physical measurement, within 90 days from the date of completion of boundary wall in and around the schedule property having 80' wide road more or less. Be it noted that the vendors hereby declare and state that they will not hold or transfer any area or adjacent area within the schedule property for themselves or any other persons other than the purchaser herein.

2. That before and with the execution of this agreement the Purchaser has paid to the Vendors a sum of Rs.5,00,000.00 (Rupees five lakhs) only being the advance and/or earnest money out of the total consideration amount and the vendors do hereby admit and acknowledge the same as per memo below and the balance payment will be paid by the purchaser to the vendors in the manner following:

i) A sum of Rs.1,16,82,000/- (Rupees one core sixteen lakhs eighty two thousand) at the time of execution and registration of the First phase i.e. ALL THAT land as per physical measurement area found 77.88 Decimals more or less (but as per deed and document the area measuring 89 decimals more or less) comprising in Dag No.12 at Mouza Sonamukhi, J. L. No.188 having 12' feet access road after making boundary wall.

and ii) The remaining consideration amount of Rs.2,28,18,000/- (Rupees two lakhs twenty eight lakhs eighteen thousand only) @ Rs.1,76,500/- per decimals as per actual physical measurement will be paid at the time of execution and registration of the remaining property measuring an area 132.12 Decimals more or less by the vendors in favour of the Purchasers or its nominee and assignee or nominated person, as the case may be, within 90 days from the date of completion of boundary wall of the entire property subject to make out a good, clear and marketable title of the property hereby convey subject to the full satisfaction of the Purchaser or its Ld. Advocate.

3) That the parties hereby agreed and accepted that at the time of final measurement and/or making of site plan of the second phase property if the area will be increase and decrease, the consideration amount will be proportionately increase or decrease from the total consideration @ Rs.1,76,500/- per decimals and the vendors hereby accepted the same.

4. That the transaction of sale and purchase in between the parties hereto shall be completed within 90 days from the date of completion of boundary wall in and around

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the entire property subject to make out a clear and marketable title of the property hereby convey with the satisfaction of the purchaser or its Ld. Advocate.

5. That the Vendors shall pay and discharge all dues, arrears of rates and taxes, out of their own fund till the date of registration of the properties hereby conveyed and their after the purchaser will bear and pay the taxes to the authority concern.

6. The costs of registration of proper Deed of Conveyance including the Non Judicial Stamp duty, registration fees, Advocate's fees and other charges and expenses incidental and relating thereto shall be paid and borne by the Purchaser out of its own fund.

7. That upon receipt of full and final consideration and also upon due compliance of the terms and conditions as above, the Vendors shall execute and register the proper Deed of Conveyance in respect of their respective allocation to the purchasers or their nominated persons within the said stipulated period as above in Clause No.3.

8. That the Vendors hereby declare that the vendors are well and sufficiently entitled to the schedule below property and the same is not subject matter of any lien, charges, attachments and there is/are no cases pending before any competent Court of Law moreover the vendors have a good clear marketable title into and over the property under reference.

9. That the Vendors shall furnish copies of all documents or title of the scheduled below property and all such copies shall be duly attested and further that the vendors shall produce the Original of all such as and when reasonably required.

10. That if the Vendors fail or neglect to make out a good marketable title or otherwise fail to carry on with the terms and conditions hereinabove contained the Purchaser shall be at liberty to rescind and/or cancel this agreement and the Vendor shall forthwith refund the said advance/earnest money to the Purchaser with cost and expenses.

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Sanjay Agarwal
Director

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11. That after making out a good marketable title and in the event of readiness and willingness on the part of the Purchaser to complete the sale transaction as aforesaid, if the Vendors fail or neglect to execute and register proper Deed of Conveyance or unto and in favour of the Purchaser, the Purchaser shall be at liberty to sue specific performance of this contract and get register proper Deed of Conveyance through the competent Court of Law.

12. That the vendors hereby authorize and empower the purchaser to take over the possession of the property and to make boundary wall thereof and the vendors hereby declare and state that they will not sell or transfer any portion of the schedule property or adjacent plot of land to any other persons save and except the purchaser herein.

13. That in the event of any dispute or differences relating to the said property as well as the agreement or its terms and conditions in between the parties hereto the same shall be referred to the Arbitration and the decision of the single Arbitrator appointed by any party will be final and bind upon the parties hereto.

14. That notwithstanding the arbitration clause as referred to herein above, the right to Sue for specific performance of this contract by one party against the other shall remain same.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area 06 Decimals more or less comprised in R. S. Dag No.7, an area 04 Decimals more or less comprised in R. S. Dag No.8 and an area 11 Decimals more or less comprised in R. S. Dag No.9 all under R. S. Khatian No.338 at Mouza Taljuli, J. L. No. 239 and ALL THAT piece and parcel of land measuring an area 53 Decimals more or less comprised in R. S. Dag No.7, an area 32 Decimals more or less comprised in R. S. Dag No.8 and an area 37 Decimals more or less out of 100 Decimals comprised in R. S. Dag No.10 under R. S. Khatian No. 477 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur, District Paschim Medinipur

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AND an area 89 Decimals more or less comprised in C. S. Dag No.203 corresponding to R. S. Dag No.12 under R. S. Khatian No.478 at Mouza Sonamukhi, J. L. No.188, Police Station Kharagpur (Town), within the limits of Kharagpur Municipality, District Paschim Medinipur, totaling an area 232 Decimals more or less but as per actual measurement the area found 210 Decimals more or less together with road having 80'(feet) frontage and all sorts of easement rights, benefits, facilities advantages attached therein and thereto and the said property is shown and delineated in the site plan or map marked with red border line attached herein.

IN WITNESS WHEREOF the Parties hereunto have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED
IN THE PRESENCE OF :

1. Jngdish Mahato
chhota Temga
kali Mantia
Kharagpur.

Bijay Mahato



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, Kanshinath 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, Gopalji Mahato, Nepalji Mahato, Sheo Kumar @ Panchanand Mahato, Rajender Mahato and Joginder Mahato

2. Somnath Pal
S/o- Shyam Krishna Pal -
North Bhandari pur
P.O - Kharagpur.
Dist. - Paschim Medinipur

SIGNATURE OF THE VENDORS

SWARN MAHAL HOUSING PVT. LTD.

Sanjay Agarwal
Director

SIGNATURE OF THE PURCHASER



SCALE - 64" = 1 MILE

Area 0.7788 acres -



Area 1.3666 acres -



Mouza - Taljuli, J.L.No., - 239

Mouza - Sonamukhi.

6

6

97

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Sanjay Agarwal
Director

Director

SITE PLAN OF LAND
MEASURING AN AREA 2.010 ACRES
COMPRISED IN DAG NO-7, 8, 9 MOUZA -
TALJULI, J.L. NO. 239. DAG NO-7, 8, 10, 12
AT MOUZA - SONAMUKHI, J.L. NO. - 188
MARKED IN RED BORDER LINE.

Sanjay Agarwal

10

7

9

166'-4"

47'-4"

81'-4"

182'-8"

10

Area - 56223 sq.ft.

8

167'-6"

111'-33"

41'-11"

21'-11"

126'-9"

100'-8"

45'-3"

12

13

14

15

15'-3" 35'-2"

24'-5"

88'-0"

63'-10"

83'-1"

44'-0"

140'-1"

8'-46"

92'-10"

52'-0"

56'-9"

12

Area - 33925 sq.ft.

0.7788 acres

12(p)

23

24

R E C E I V E D from the within named Purchaser the within mentioned sum of Rs.5,00,000.00 (Rupees five lakhs) only being advance/earnest money and/or part payment out of the abovementioned total consideration as per memo below :-

M E M O

By instrument being No.793151 dated 22.04.2013 Rs.1,00,000/-
Drawn on ICICI Bank

By cheque No. 793162 dt. 17.06.2013. .. Rs.4,00,000/-
Rs 5,00,000/-

WITNESSES:-

Jagdish Mahato
Chhota Tengra
kali Manatik
Kharagpur.

Somenathpal.

Dijay Mahato

SIGNATURE OF THE VENDORS

Drafted & prepared
by me, at my office.

Sudip Basu.

(SUDIP BASU),

Advocate,

Alipore Police Court,
Kolkata 700027

Office: Delta House, 4, Govt. Place
North, Room No.11C, 11th Floor,
Kolkata 700001.