

1) SRI SIDDHARTHA GHOSH, (PAN NO. - BFIPG3294J) 2) SRI BIDUYT alias BIDYUT GHOSH both sons of Late Sachindra Nath Ghosh, both by occupation - service and self employee, 3) MISS. SUKLA GHOSH 4) MISS. SUJATA GHOSH both daughters of Late Sachindra Nath Ghosh, both by occupation - house work, 1 to 4 are residing at 25/1, Banku Bihari Chatterjee Road, Flat No. 1/18, P.O. and Police Station – Kasba, Kolkata – 700042 5) SMT. GITA GHOSH, (PAN NO. - BNUPG4238C) wife of Late Akanta Ghosh, by occupation - house wife, 6) SRI DINESH GHOSH (PAN NO. - AKLPG8814H) 7) SRI BHOLA NATH GHOSH, (PAN NO. - BKTPG1864J) both sons of Late Akanta Ghosh, both by occupation - service, 8) MISS INDU GHOSH, daughter of Late Akanta Ghosh, by occupation - housework, 5 to 8 are residing at 25/1, Banku Bihari Chatterjee Road, P.O. and Police Station - Kasba, Kolkata - 700042 all are by faith - Hindu, by nationality - Indian, hereinafter jointly called and referred to as the OWNERS/VENDORS ( which terms or expressions shall unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART.

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"M/S EKANTA APAN", a partnership firm, having its office at 278, Sreenagar, P. O. – Panchasayar, Police Station - Sonarpur, Kolkata – 700094, District – South 24 Parganas, represented by its partners, namely 1) SRI DEBASISH MONDAL, (PAN NO. – AISPM5142K) son of Late Adhir Kumar Mondal, residing at - Balia, P.O.- Garia, Police Station - Sonarpur, Kolkata – 700084, District – South 24

Parganas, 2) SRI SHAMBHU DAS, (PAN NO. - ADTPD6852D) son of Late S. EKailla Bhakta alias Bhakat Das, residing at - Nabagram, P.O. - Panchpota, Police Station - Sonarpur, Kolkata - 700152, District - South 24 Parganas, 3) SRI CHANDRA SEKHAR ROY, (PAN NO.- AGEPR6073N) son of Late Prakas Chandra Roy, residing at - Balia, P.O.- Garia, Police Station - Sonarpur, Kolkata -700084, District - South 24 Parganas, 4) SRI MANOJ SARDAR, (PAN NO. -ANLPS8004N) son of Late Palan Sardar, residing at Tentulberia, P.O.- Garia, Police Station - Sonarpur, Kolkata - 700084, District - South 24 Parganas, 5) SRI SUKANTA SARKAR, (PAN NO.- AYVPS3357D) son of Late Prafulla Sarkar, residing at - R/19/1, Srinagar East, Police Station - Sonarpur, P.S. - Panchasayar, Kolkata - 700094, District - South 24 Parganas, 6) SRI SHYAMAL GHOSH, (PAN NO. - AHZPG4877F) son of Late Hara Mohan Ghosh, reisding at -Tentulberia, P.O. - Garia, Police Station - Sonarpur, Kolkata- 700084, District -> South 24 Parganas, 7) SRI CHIRANJIT NASKAR, (PAN NO. – AEIPN1026M) son of Sri Ratan Chandra Naskar, residing at Tentulberia, P.O. - Garia, Police Station - Sonarpur, Kolkata- 700084, Dist. - South 24 Parganas, District - South 24 Parganas, all are by faith Hindu, by nationality - Indian, by occupation- Bussiness. hereinafter called and referred to as the PURCHASERS ( which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean its/ their heirs, executors administrators, legal representatives, and include successor-in-interest in office and assigns) of the OTHER PART.

WHEREAS by and under a Deed of Sale written in Bengali executed and registered on 19<sup>th</sup> March,1979 at the office of the District Registrar, Alipore, 24 Parganas, recorded in Book No. – I, Volume No. – 57, copied at pages 77 to 81, Being No. 1437 for the year 1979, one Sri Sachindra Nath Ghosh, son of Late Shyama Charan Ghosh, of 49, Bosepukur Road, Police Station – Kasba, Kolkata – 700042, purchased a plot of land measuring an area more or less 5 cottahs 9 chattaks, lying and situated at Mouza – Tentulberia, J.L. No. 44, Pargana – Medanmalla, Revenue Survey No. 8, Touzi No.- 271, recorded in Dag No. 422, corresponding to Khatian No. 153, under Police Station – Sonarpur, District – 24 Parganas, from the then Owner Smt. Dhumabati Pal, wife of Late Tinkari Pal of 105, Tentulberia, Police Station – Sonarpur, District – 24 Parganas, and thereafter the Owner Sri Sachindra Nath Ghosh mutated and recorded his name as raiyat in the record of the B.L.& L.R.O. in L.R. Khatian No. 1883.

AND WHEREAS by and under a Deed of Sale written in Bengali executed and registered on 19<sup>th</sup> March,1979 at the office of the Sub Registrar, Sonarpore, 24 Parganas, recorded in Book No. – I, Volume No. – 13, copied at pages 149 to 153, Being No. 887 for the year 1979, one Sri Akanta Ghosh, son of Late Bama Charan Ghosh of 49, Bosepukur Road, Police Station – Kasba, Kolkata – 700042, purchased a plot of land measuringan area more or less 5 cottahs 9 chattaks, lying and situated at Mouza – Tentulberia, J.L. No. 44, Pargana – Medanmalla, Revenue Survey No. 8, Touzi No.- 271, recorded in Dag No. 422, corresponding to Khatian No. 153, under Police Station – Sonarpur, District – 24 Parganas, from the then

Owner Smt. Dhumabati Pal, wife of Late Tinkari Pal of 105, Tentulberia, Police Station – Sonarpur, District – 24 Parganas, and thereafter the Owner Sri Akanta Ghosh, mutated and recorded his name as raiyat in the record of the B.L.& L.R.O. in L.R. Khatian No. 307 and also mutated his name in the record of the Rajpur Sonarpur Municipality, being Municipal Holding No. 135, Tentulberia, in Ward No. 06.

AND WHEREAS by virtue of two separate purchased deeds said Owners Sri Sachindra Nath Ghosh and Sri Akanta Ghosh seized and possessed of ALL THAT piece and parcel of Bastu land measuring an area more or less 11 cottahs 2 chattaks, lying and situated at Mouza – Tentulberia, J.L. No. 44, Pargana – Medanmalla, Revenue Survey No. 8, Touzi No.- 271, recorded in C.S. Dag No. 422, R.S. Dag No. 314 and L.R. Dag No. 321 corresponding to C.S. Khatian No. 153 R.S. Khatian No. 929 and L.R. Khatian No. 307, 1883, within the Jurisdiction of Rajpur Sonarpur Municipality, in Ward No. 06, under Police Station – Sonarpur, District – South 24 Parganas.

AND WHEREAS in possession and enjoyment of the aforesaid property the Owner Sachindra Nath Ghosh, son of Late Shyama Charan Ghosh, died intestate on 12.10.1996 and his wife Smt. Sandhya Ghosh also died on 25.02.2012 leaving behind their two sons namely Sri Siddhartha Ghosh, Sri Bidyut alias Biduyt Ghosh and two unmarried daughters Sujata Ghosh, Sukla Ghosh the Owners No. 1 to 4 herein as his only legal heirs and/ or successors of his aforesaid land by way of inheritance.

AND WHEREAS while thus peaceful possession and enjoyment of the aforesaid property the Owner Akanta Ghosh, son of Late Bama Charan Ghosh, died intestate on 29.12.2011. leaving behind his wife Smt. Gita Ghosh and two sons namely Sri Dinesh Ghosh, Sri Bholanath Ghosh and one unmarried daughter Indu Ghosh, the Owners No. 5 to 8 herein as his legal heirs and/ or successors and they jointly inherit his aforesaid land by way of inheritance.

AND WHEREAS by virtue of inherit the present Owners, Sri Siddhartha Ghosh, Sri Bidyut alias Biduyt Ghosh, Miss. Sujata Ghosh, Miss. Sukla Ghosh, Smt. Gita Ghosh, Sri Dinesh Ghosh, Sri Bholanath Ghosh and Miss. Indu Ghosh, the party of the one part herein absolutely/presently seized and possessed of ALL THAT piece and parcel of Bastu land measuring an area more or less 11 cottahs 2 chattaks, lying and situated at Mouza — Tentulberia, J.L. No. 44, Pargana — Medanmalla, Revenue Survey No. 8, Touzi No.- 271, recorded in C.S. Dag No. 422, R.S. Dag No. 314 and L.R. Dag No. 321 corresponding to C.S. Khatian No. 153 R.S. Khatian No. 929 and L.R. Khatian No. 307, 1883, within the Jurisdiction of Rajpur Sonarpur Municipality, in Ward No. 06, under Police Station — Sonarpur, District — South 24 Parganas, morefully and particularly described in schedule herein below.

AND WHEREAS the Vendors are now in possession and enjoyment of the said land as absolute Owners thereof without any interference or interruption from others being in need of money Vendors herein declared for absolute sale of land measuring

about 7 Cottahs 11 Chattaks 04 Sq.Ft. out of 11 Cottahs 2 Chattaks, alongwith 100 Sq.Ft. tile shed structure and the Purchasers herein has agreed to purchase the said land morefully described in the SCHEDULE below at or for the total consideration of Rs. 46,00,000/- (Rupees Fourty Six Lakhs ) only free from all encumbrances.

# AND WHEREAS the Vendors declare and confirm as follows:-

- 1. That the vendors lawful owners and have seized and possessed of or otherwise well and sufficiently entitled to the SAID PROPERTY as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances.
- That the present Vendors herein undertake to pay all rates, taxes and all other impositions and/or outgoings payable in respect of the SAID PROPERTY up to the date of registration of the sale deed.
- That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act. 1961.
- 4. That no notice has been served on the Vendors 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 has no knowledge of issuance of any such notice or notices under any of the above Acts

and/or Rules for the time being in force affecting the SAID PROPERTY or any part thereof

- 5. That no suit and/or proceeding is pending in any Court of law (or any other stanutory nuthority) affecting the SAID PROPERTY nor any part thereof has been lying attached under any writ of attachment of any court.
- 6. That no part of the SAID PROPERTY is falling under any Development scheme
- 7. That the Vendors has not created any encumbrances in respect of the SAID PROPERTY
- 8. That the Vendors further covenant with the purchasers to save harmless, indemnify and keep indemnified the purchasers from or against all encumbrances' charges and equities whatsoever.

Agreement and in consideration of the said sum of Rs. 46,00,000/- (Rupees Fourty Sex Lakhs.) only lawful money of the Union of India well and truly paid by the Purchasers to the Vendors, the receipt whereof the Vendors doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from every part thereof acquit and release the Purchasers and the vendor doth hereby grant, sell, transfer and convey with the delivery of possession, free from all encumbrances, UNTO THE PURCHASERS ALL THAT piece and purel of demorated Land.

and/or Rules for the time being in force affecting the SAID PROPERTY or any part thereof.

- 5. That no suit and/or proceeding is pending in any Court of law (or any other statutory authority) affecting the SAID PROPERTY nor any part thereof has been lying attached under any writ of attachment of any court.
- 6. That no part of the SAID PROPERTY is falling under any Development scheme.
- 7. That the Vendors has not created any encumbrances in respect of the SAID PROPERTY.
- 8. That the Vendors further covenant with the purchasers to save harmless, indemnify and keep indemnified the purchasers from or against all encumbrances' charges and equities whatsoever.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement and in consideration of the said sum of Rs. 46,00,000/- (Rupees Fourty Six Lakhs) only lawful money of the Union of India well and truly paid by the Purchasers to the Vendors, the receipt whereof the Vendors doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from every part thereof acquit and release the Purchasers and the vendor doth hereby grant, sell, transfer and convey with the delivery of possession, free from all encumbrances, UNTO THE PURCHASERS ALL THAT piece and parcel of demarcated Land

measuring more or less 7 Cottahs 11 Chattaks 04 Sq.Ft. out of 11 Cottahs 2 Chattaks, alongwith 100 Sq.Ft. tile shed structure, lying and situated at Mouza -Tentulberia, J.L. No. 44, Pargana - Medanmalla, Revenue Survey No. 8, Touzi No.-271, recorded in C.S. Dag No. 422, R.S. Dag No. 314 and L.R. Dag No. 321 corresponding to C.S. Khatian No. 153 R.S. Khatian No. 929 and L.R. Khatian No. 307, 1883, within the Jurisdiction of Rajpur Sonarpur Municipality, in Ward No. 06, under Police Station - Sonarpur, District - South 24 Parganas, more fully and particularly described in the Schedule hereunder written whereon or part whereof TOGETHER WITH structure, trees, fences, water ways, courses, light, liberties, easement comprised more fully and particularly described in the SCHEDULE hereunder referred OR HOWSOEVER OTHERWISE the said property or any part thereof now is/are or at anytime heretofore was or were situated, butted bounded, called, known, numbered, described or distinguished and free from all encumbrances, charges, liens, claims, attachments, whatsoever to the said property TOGETGHER WITH all yards, erections lights, access liberties, easements, privileges, appendages and appurtenances whatsoever to the SAID PROPERTY and every part thereof belonging, or in any wise appertaining thereto with the good right absolute title and interest therein usually held or occupied therewith or enjoyed or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest claim or demand whatsoever both in law, and in equity of the said vendor unto or upon the said property and every part thereof to enter upon and TO HAVE AND TO HOLD own and possess the same unto and to the use of the purchaser their successors, successors-in-interest and assigns absolutely and forever. AND all

deeds evidences, writings, documents of title whatsoever exclusively relating to the **SAID PROPETY** which now is/are or hereafter may be in the custody power or possession of the Vendors **TO HAVE AND TO HOLD** the same unto the Purchasers absolutely and for ever having declared inter alia that the vendor doth hereby covenant with the Purchasers which are as follows:-

- 1. That notwithstanding any thing done by the Vendors, the Vendors has good right, full power and absolute authority to sell, transfer and convey the said property intended, to be sold unto the Purchasers with such possession as aforesaid in the way and manner hereby done or intended to be done.
- 2. That the Purchasers and all persons claiming through and under their may at all times hereafter hold own, and possess the same and receive the rents, issues, and profits thereof without any eviction, interruption, claim or demand whatsoever and well and sufficiently save, defended, kept harmless and indemnified of and from and against all former and other estates, claims charges liens and encumbrances, attachments and execution whatsoever had made, done, executed occasioned or suffered by the Vendors or their predecessors-in-title or any person or persons claiming or to claim by from through under or trust for them.
- 3. That the said property or any part thereof is not in any way directly or indirectly affected or involved.
- That the Purchasers shall be entitled to their name mutated in the office of B.L.
   R.O. and Rajpur Sonarpur Municipality, or any where-else as they likes and the

Vendors shall render help to the Purchasers as required in this respect without any cost and/or expenditure.

5. That the Vendors and all persons claiming through and/or under their or in trust for them shall at all times hereafter at the request and cost of the Purchasers or persons claiming through and under them do and execute or cause to be done and executed all such further acts deeds and things as may be reasonable required for more perfectly assuring the said property unto the Purchasers.

### SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu land measuring an area 7 Cottahs 11 Chattaks 04 Sq.Ft. out of 11 Cottahs 2 Chattaks 00 sq.ft. alongwith 100 Sq.Ft. tile shed structure standing thereon, be the same a little more or less, lying and situated at Mouza – Tentulberia, J.L. No. 44, Revenue Survey No. 8, Touzi No.- 271, Pargana – Medanmalla, recorded in C.S. Dag No. 422, R.S. Dag No. 314 and L.R. Dag No. 321 corresponding to C.S. Khatian No. 153 R.S. Khatian No. 929 and L.R. Khatian Nos. 307 and 1883, within the jurisdiction of Rajpur Sonarpur Municipality, under Ward No. – 06, Police Station – Sonarpur, District – South 24 Parganas, together with all common and all easements, quasi-easement rights, possession, appurtenances thereto and also power to bring electric line, water line to under ground or overhead of the said 16'ft. wide Road, which is delineated in the Map or Plan annexed hereto and marked with RED border lines which is butted and bounded by:-

ON THE NORTH: R.S. Dag No. 313(P) and 315.

ON THE SOUTH: R.S. Dag No. 314(P).

ON THE EAST: 16' feet wide Road.

ON THE WEST : R.S. Dag No. 317.

IN WITNESS WHEREOF the parties hereto have and executed these presents on the day, month and year first above written.

In the presence of:

WITNESSES:

1. Bisharjot Parish Nosker Hut shamp Place Kol-39.

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Bidagthe Chosh Bidget Ghosh Sukla GhoSh. Rinesh Mosh

### SIGNATURE OF THE VENDORS/OWNERS

M/s. Ekanta Ap.n

Debarish mondal.

2. Gabenda Sonda Partner

Gasea Garagache M/s. Ekanta Ap. 7

Kol 84 Chandro Seether Pay Manoj Sandan
Partner

Partner

Shambhu Dan

M/s. Ekanta Ar. n

M/s. Ekanta Apan Sukanta Sarkan.

Partner

M/s. Ekanta Ar Shipponel Ghash

## SIGNATURE OF THE PURCHASERS

M/s. Ekanta Ar. n Chinantel Noskey

Rendover emplaned's Drafted by me Pradio Pradhan Advocate. Alipore Judges Court, Kolkata - 700027. Q-2095/02

### MEMO OF CONSIDERATION

**RECEIVED** from the Purchasers the sum of Rs. 46,00,000/- (Fourty Six Lakhs) only, by the within named Owners in the manner hereunder written.

CHEQUE NO.	BANK	DATE	AMOUNT
1.000058	B.O.B.	17.05.2015	4.00,000
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5. 807211	Bark	17:05. 2015.	1,00,000 €
6. 000172	B.O.B.	06.09.2015.	25,00,000/
7. 967180	11.0.0.	06.12.2015.	5,00,000
8. 967/79	4.0.0.	06.12.2015.	5,00,000/
Cond			3,00,000/

Crownty Dir lakes ) only

### WITNESS:

1. Bissayit Parida

2. Gohanda Sandar

Ginta Gnosh.

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Siddheathar Ghosh.

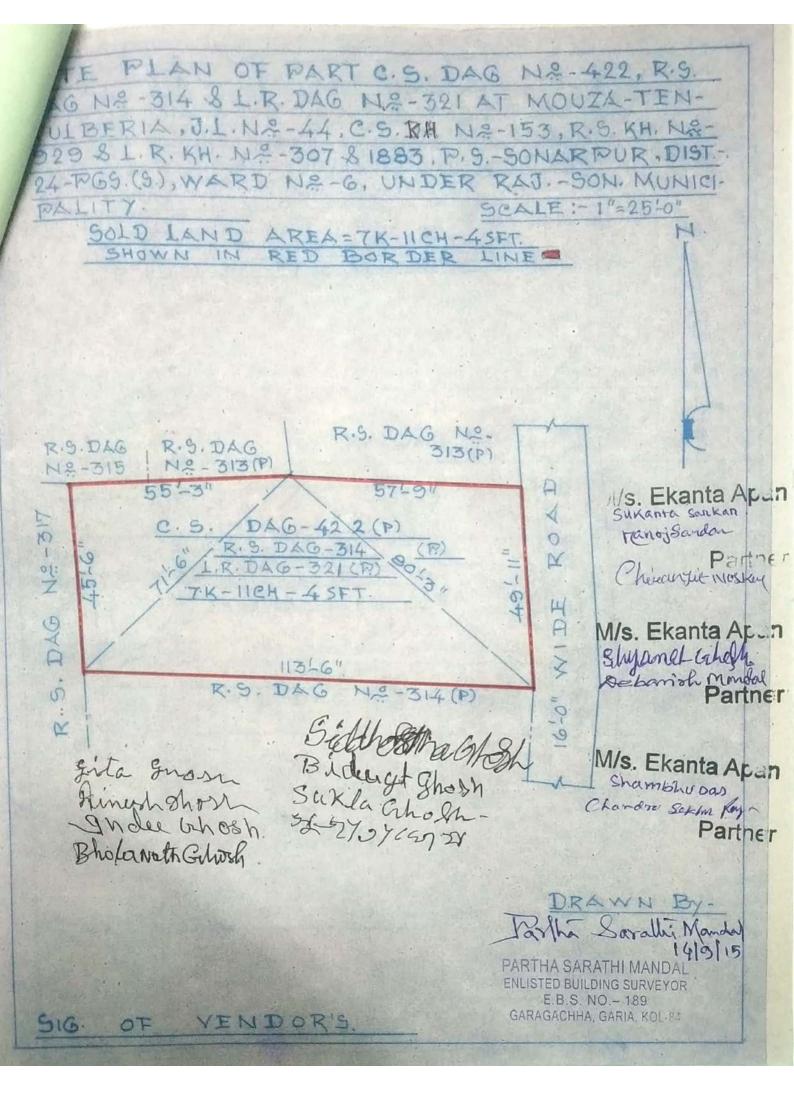
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SIGNATURE OF THE OWNERS/VENDORS





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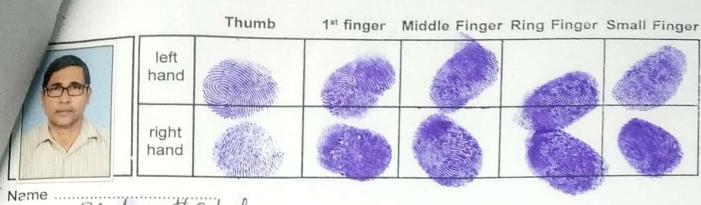
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Name ... M.SS. .. S.U.J.AT.A. A.HOSH Signature S. 47 9766575

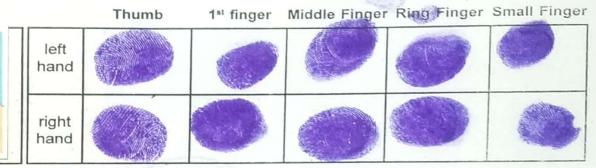
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Name 1188 SUKLA GHOSH.
Signature Sukla Cho Sh.



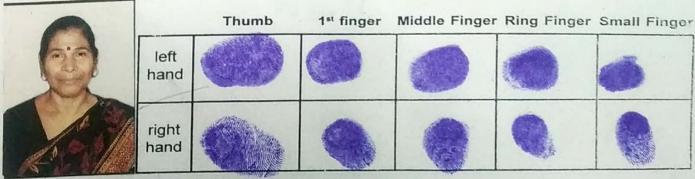
Signature Bhoka Noth Chosh.



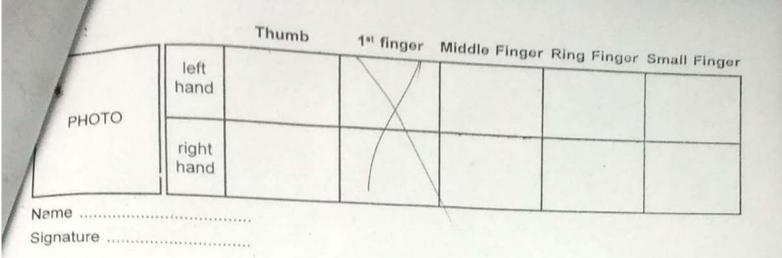
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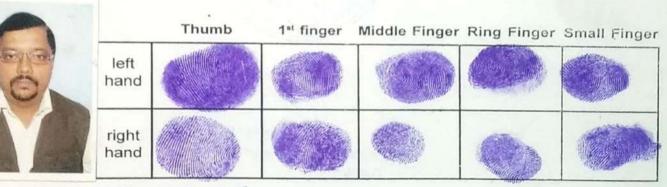


Name MISS. PNOU OHOSH.
Signature Synder Chosh.

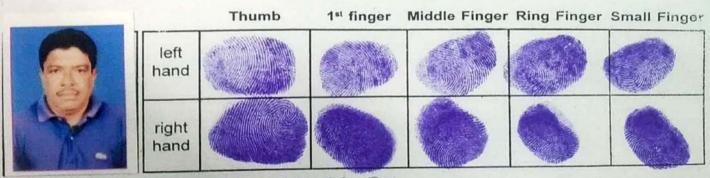


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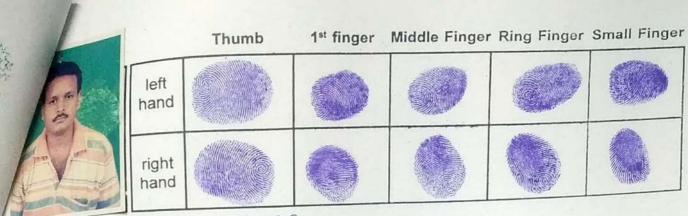
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Name ... SRA... SMEANBIHU DOBS Signature Shambhu.Daz:..



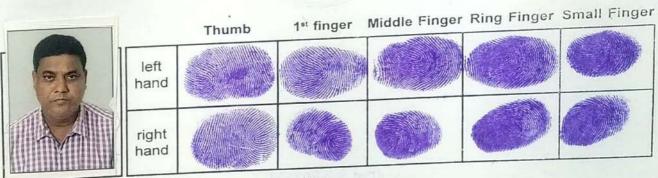
Name SRI CHRINDRA SEICHAR ROY Signature Chamdre Selehar Roy



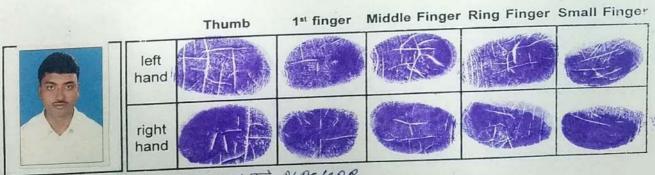
Name SRI MANOT SIROAR Signature Manoj Sardon

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Name .... SRI SUICANTA SARKAR.
Signature Sukanta Sarkan.



Name SRI SHYA MAL 9 HOSH
Signature Suyland Geloch



Name SRI CHIRANTIT NASHAR Signature Chircantil Naskay