

DR SANTOSH KUMAR GHOSH, son of Late Manmatha Nath Ghosh deceased by faith Hindu, by occupation consultant and SHRI DIPANKAR GHOSH son of Dr Santosh Kumar Ghosh by faith Hindu, by occupation service both residing at 186A, Harish Mukherjee Road, P.S. Bhowanipur, Calcutta — 700 026, hereinafter called the 'PURCHASERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, representatives, administrators and assigns) of the OTHER PART.

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WHEREAS one Mahendra Nath Mondal son of Becharam Mondal deceased residing at Rana Bhutia P.S. Sonarpur District 24 Parganas (South) was, beside other land and properties, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT agricultural land measuring more or less 91 (ninety one) decimals comprising CS Dag No. 471, RS Dag No. 568 appertaining to District Settlement Khatian No. 439/1, CS Khatian No. 78, RS Khatian No. 88 lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touji No. 250 Sub Registry Office Baruipur at present Sonarpur District 24 Parganas (South) shown and delineated in the Plan annexed hereto and bordered in 'Green'.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property by the said Mahendra Nath Mondal being in need of money sold, transferred and conveyed 33 (thirty three) decimals of land out of the said 91 (ninety one) decimals of fand described hereinabove in favour of Sukumar Chowdhury deceased son of Rajanikanta Chowdhury then residing at 41 Harrison Road, Calcutta, by a Registered Deed dated 6th February 1956 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 9, Pages 178 to 180 being No. 605 for the year 1956.

AND WHEREAS the said Sukumar Chowdhury being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the Sali now Bastu land measuring more or less 33 (thirty three) decimals comprising CS Dag No. 471, RS Dag" No. 568 appertaining to District Settlement Khatian No. 439/1, CS Khatian No. 78, RS Khatian No. 88 lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touli No. 250 Sub Registry Office Baruipur at present Sonarpur District 24 Parganas (South) more fully described in Schedule 'A' hereinunder writtenand also delineated in the Plan annexed hereto and bordered in Red lines and hereinafter referred to as the 'Sald Land', died intestate leaving behind Shrimati Archana Chowdhury, his wife, and Ujjayanta Chowdhury and Abhljit Chowdhury, his two sons, the VENDORS herein named, as his ONLY legal heirs and absolute owners of the Said Land, each having undivided one third share therein.

AND WHEREAS the said Shrimati Archana Chowdhury, Ujjayanta Chowdhury and Abhijit Chowdhury, herein named VENDORS had been and have been in peaceful possession of the Said Land by various acts of possession and ownership and on mutation of name and also on due payment of taxes and other outgoings as full absolute owner thereof, on the basis of an Agreement for Sale dated 15th October 1999 made between the VENDORS of the ONE PART and the PURCHASERS of the OTHER PART, the Vendors have jointly agreed to sell and the Purchasers have jointly agreed to purchase the 'Said Land' as fully described in Schedule 'A' at and for lump sum price of Rs 1,50,000/- (Rupees One Lakh and Fifty Thousand only).

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,50,000/- (Rupses One Lakh and Filty Thousand) only paid to the Vendors by the Purchasers on or before the execution of these present, (the receipt whereof the Vendors doth thereby and by receipt hereunder written, admit and acknowledge and of and from the same and every part thereof, the Vendors doth hereby acquit, release and discharge forever, the Purchasers as also the Said Land), the Vendors doth hereby sell, grant, transfer, convey, assign and assure unto the Purchasers tree from all encumbrances whatsoever ALL THAT piece and parcel of the Said Land measuring 33 (thirty three) decimals of Sali land be the same a little more or less lying situated at and comprised within Mouza Panchpota, JL No. 42, RS No. 11. District Collectorate Touzi No. 250, Pargana Madanmalla, CS Khatian No. 78 and 79, RS Khatian No. 88, RS Dag No 568, District 24 Parganas (South), more fully and specifically described in Schedule & hereinunder written and delineated in the Plan annexed hereto and depicted with "Red" border lines OR HOWSOEVER OTHERWISE the Said Land and hereditaments now is or are or heretofore was or were situated butted bounded called known numbered described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, bushes, shrubs, water. watercourses and all other former and ancient-rights, rights, liberties, privileges, benefits, advantages, easements, appendages, and appurtenances whatsoever to the land belonging or anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents issues and profits thereof AND all estate rights, title, interest, claim and demand whatsoever both at law and in equity of the Vendors into or upon the Said Land and every part thereof TOGETHER WITH all deeds, pathas, muniments, writings and all other evidences of title whatsoever relating to or concerning the Said Land and every part thereof and all estate rights, title interests, user property claims, and demand whatsoever, of the Vendors doth at law and equity into upon the Said Land or any part thereof TO HAVE AND TO HOLD the Said Land hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever free from all encumbrances.

THE VENDORS doth every covenant with the Purchasers:

a) THAT notwithstanding any act, deeds, things, matters whatsoever made done or executed or knowingly suffered to the contrary the VENDORS now has full power, Indefeasible and absolute authority in law in fee, simple in possession or an estate equivalent thereto in the Said Land to grant, transfer, convey, sell the Said Land hereby sold or expressed or intended so to be unto and to the use of the said PURCHASERS in manner aforesaid and delivered vacant and peaceful possession thereof simultaneously with the execution of these present.

- b) AND THAT the PURCHASERS shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the Said Land or every part thereof and pay rents and taxes to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from any person or persons lawfully or equitably claiming from or under or in trust for the VENDORS.
- c) AND THAT free and clear, and freely and clearly and absolutely acquilled, exonerated, and discharged and keep the PURCHASERS harmless and indemnified of from and against all-charges, claims, tiens, debts, attachments and encumbrances whatsoever made done or suffered by the VENDORS all persons claiming from under or in trust for the VENDORS.
- d) FURTHER THAT the VENDORS and all persons claiming from under or in trust for the VENDORS shall and will from time to time or at all times hereafter at the costs and requests of the PURCHASERS do or execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further and more perfectly assuring the Said Land to the use of the PURCHASERS as shall or may reasonably be required.
- e) AND THAT the VENDORS doth hereby covenant with the PURCHASERS that they shall and will unless prevented by any inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS produce or cause to be produced through their Altomey or Agent or at any trial hearing, commission or examination or otherwise as occasions shall require all documents of title of the Said Land for the purpose of showing their title to the Said Land and ALSO at the request and cost of the PURCHASERS deliver or cause to be delivered unto the PURCHASERS such attested copies—or abstracts or extracts from the same as maybe required AND shall and will in the meantime unless prevented as aforesaid keep the same safe unobiliterated and uncancelled.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring 33 (thirty three) decimals (or 20 Cottahs) be the same a little more or less, lying situated in Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Touli No. 250, Pargana Madanmalia comprising CS Khatian Nos. 78 and 79, RS Khatian No. 88. LR Khatian No. 439/1, appenairing to CS Dag No. 471, RS Dag No. 568, LR Dag No. 625 under P.S. and A.D.S.R. Office Sonarpur and also lying under Ward No. 3 within Raipur-Sonarpur Municipality being Holding No. 216 in the District of 24 Parganas (South) with all structures, easements, rights as delineated in the Plan annexed hereto and bordered in 'Red' lines and as certified by the Surveyor/ Amin and which is butted and bounded as follows:

On the North: Land of Shri Arabinda Majumder

On the South: RS Dag No. 567 On the East: RS Dag No. 576

On the West: Land of Shri Pran Gopal Majumder and Shri Binoy Kumar Das

The total annual rent of 91 decimals of land comprising RS Khatlan No. 88 is Rs 3 and 8 annas and the proportionate annual rent of 33 decimals is Re 1 and 27 palse only which is payable to the Collector, 24 Parganas (South), Allpore, on behalf of the Government of West Bengal.

IN WITNESS WHEREOF the VENDORS have set and subscribed his hands and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED at Calculia by the sald Vendors

In presence of

Pran groat Majunts

Benoy Luma Pars-garia Natur Para

W.

· Archana chowdhwy. · Ujjayanka Chardhay

Abhijit Chondhung

VENDORS

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASERS the within mentioned sum of As 1,50,000/- (Rupees One Lakh Fifty Thousand) only being the full consideration money.

Paid in the manner following:

	By and out of Demand Drafts dated 8 December 1999 drawn by Canara Bank, Park Street Branch, Calcutta on behalf of Purchasers and layouring the Vendors:	
1.	DD No. 969730	D. 50
2.	DD No. 969731	As. 50000/-
3.	DD No. 969732	As. 50000/-
	TOTAL	Rs. 50000/-
		Hs. 150000/-

(Rupees One Lakh Fifty Thousand only)

In presence of

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VENDORS

51TE PLAN OF MOUZA-PANCHPOTA, J. L. NO. 42, R.S. DAG NO. \$68 (P). C.S. DAG NO. 471, AT P.S. SONARPUR, DIST. - 24 PRGS. [5] SCALE : 1" = 25' TREA OF PLOT : I BIGHA (20 K. MORÉ OR LESS) ONNERS MRS. ARCHANA CHOW DHURY, SKI WIJYANTA CHOWDHURY & SRI ABHIJIT -CHOW DHURY. SHOWN IN RED BORDER 120'0" R \$ D 16 NO. 569 0.