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पश्चिम बंगाल WEST BENGAL

E 248433



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16.02.11

THIS INDENTURE made on this 15th day of February, Two

Thousand Eleven

BETWEEN

250
400
650

(1) **SRI KAMAL KRISHNA MONDAL** alias **SRI KAMAL MONDAL**, son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, by faith - Hindu, by occupation - Retired Person, residing at, 18/1, Kalikapur Main Road, P.S. Kasba, Kolkata- 700099, (2) **SMT SINDHU MOYEE MONDAL ALIAS SINDU MONDAL**, wife of Sri Kamal Krishna Mondal, by faith - Hindu, by occupation - Housewife, residing at 18/1, Kalikapur Main Road, P.S. Kasba, Kolkata- 700099, (3) **SMT KARUNA MONDAL**, wife of Late Naren Mondal, by faith - Hindu, by occupation - Housewife, residing at, 19, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, (4A) **SMT SARASWATI MONDAL**, wife of Late Rabin Mondal, by faith - Hindu, by occupation - Service, residing at 21, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, (4B) **SRI PRASANTA MONDAL**, son of Late Rabin Mondal, by faith - Hindu, by occupation - Student, residing at 21, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, (4C) **SMT SAMITA DEY nee (MONDAL)** wife of Sri Alope Dey and daughter of Late Rabin Mondal, by faith - Hindu, by occupation - Housewife, residing at 2/117, Sree Colony, P.O. Regent State, P.S. Jadavpur, Kolkata- 700092, (5) **SRI NEMAI CHANDRA MONDAL, ALIAS NEMAI MONDAL** son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, by faith - Hindu, by occupation - Retired Person, residing at, 20, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, (6) **SMT DEBALA MONDAL**, wife of Sri Nema Chandra Mondal, Alias Netai Mondal, by faith - Hindu, by occupation - Housewife, residing at 20, Rajdanga Main Road, P.S. Kasba, Kolkata-

700107, **(7) SRI AUJDHYA MONDAL**, alias **BAPI MONDAL** son of Sri Bholanath Mandal, by faith - Hindu, by occupation - Business, residing at 19, Rajdanga Main Road, P.S. Kasba, Kolkata-700107, **(8) SMT NIHAR MONDAL**, wife of Sri Subash Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, by faith - Hindu, by occupation - Housewife, residing at Gotberaria, P.S. Sonarpur, District, South 24 Parganas, **(9) SMT GITA MONDAL**, wife of Sri Bholanath Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, by faith - Hindu, by occupation - Housewife, residing at Bhawanipore, P.S. Sonarpur, District South 24 Parganas, **(10) SMT. GOURI MONDAL**, wife of Sri Monoj Mandal, and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by faith - Hindu, by Occupation - Housewife, residing at Santoshpur, P.S. Purba Jadvpur, Kolkata- 700075, **(11) SMT KRISHNA SINGHA**, wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, by faith - Hindu, by occupation - Housewife, residing at Rajdanga School Road, P.S. Kasba, Kolkata- 700078, hereinafter collectively referred to as the "**VENDORS**" (which term or expression unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, assigns etc.) of the **ONE PART**;

AND

SRI GANESH SANKAR TIWARI, son of Late Shiv Kumar Tiwari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Sheakspere Sarani, Kolkata - 700071, hereinafter referred to as the "**PURCHASER**" (which term or expression unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, assigns etc.) of the **SECOND PART**;

WHEREAS one **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal by way of inheritance was seized and possessed of **ALL THAT** piece and parcel of land measuring more or less .102 Decimals i.e. 61 Cottach 11 Chittaks 16 sq. ft. of land as per record in Revisional Survey Settlement in respect of **TOTAL LAND** lying and situated in Mouza-Kasba, P.S.- Kasba, in R.S. Dag No. 3235 where land area was recorded as 19 Decimal i.e. 11 Cottach 07 Chittaks 41 Sq. ft., R.S. Dag No. 3236 where land area was recorded as 11 Decimal i.e. 6 Cottach 10 Chittaks 22 Sq. ft., R.S. Dag No. 3258 where land area was recorded as 10 Decimal i.e. 6 Cottach 00 Chittaks 35 Sq. ft., in R. S. Dag No. 3259 where land area was recorded .07 Decimal i.e. 04 Cottach 03 Chittaks 34 Sq. ft., R. S. Dag no- 3260 where land area was recorded as 55 Decimal i.e. 33 Cottach 04 Chittaks 18 Sq. ft. all are under R.S. Khatian No. 555, Touzi No. 145, R. S. No. 233, J.L. No. 13, District-24 Parganas(s).

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 61 Cottach 11 Chittaks 16 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 03 Cottach 7 Chittaks 35 Sq. ft. of land appertaining to R.S. Dag no. 3260 under R.S. Khatian no. 555 in Mouza-Kasba, to one Smt Urmila Mondal wife of Late Satish Chandra Mondal by way of "Deed of Conveyance" (Bengali Kobala) which was registered in the office of the District Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume-82, Pages in written 125 to 128, being Deed No. 4639, for the year 1957.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 58 Cottach 3 Chittaks 26 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 02 Cottach 1 Chittaks 15 Sq. ft. of land appertaining to R.S. Dag no. 3236 under R.S. Khatian no. 555 in Mouza-Kasba, to one Sri

Conveyance" (Bengali Kobala) which was registered in the office of the Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume-92, Pages in written 124 to 130, Being Deed No. 3111, for the year 1977.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 56 Cottach 2 Chittaks 11 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred some portion of the said land measuring more or less 7 Cottach 02 Chittaks 07 Sq. ft. of land appertaining to R.S. Dag no. 3236 and 3258 under R.S. Khatian No. 555 in Mouza-Kasba, to the different Purchasers in several plots.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said net land measuring more or less 49 Cottahs 00 Chittaks 04 sq.ft of land of schedule land appertaining to R.S. Dag no. 3235, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, died intestate on 08.05.1982 leaving behind him surviving sole widow **(1) SMT DAKHYAMANI MONDAL**, four sons namely **2) SHRI KAMAL KRISHNA MONDAL, 3)**

SHRI NAREN MONDAL, 4) SHRI NEMAI CHANDRA MONDAL, 5) SHRI RABIN MONDAL and four daughters namely **6) SMT NIHAR MONDAL, 7) SMT GITA MONDAL, 8) SMT GOURI MONDAL, 9) SMT KRISHNA SINGHA** as his legal heirs and successors who jointly inherited the said land measuring more or less 49 Cottahs 00 Chittaks 04 sq. ft. in equal shares and became jointly seized and possessed of the said land lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limits of District-24 Parganas (South).

ANDWHEREAS the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL, namely (1) SMT DAKHYAMANI MONDAL, 2) SHRI KAMAL KRISHNA MONDAL, 3) SHRI NAREN MONDAL, 4) SHRI NEMAI CHANDRA MONDAL, 5) SHRI RABIN MONDAL 6) SMT NIHAR MONDAL, 7)SMT GITA MONDAL, 8) SMT GOURI MONDAL, 9) SMT KRISHNA SINGHA** jointly Purchased by a Bengali Kobala Bengali Language and character from Smt Sushila Beya land measuring more or less 4 decimals i.e 2 cottahs 6 chittacks 32 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District-24 Parganas (South) and the said Bengali Kobala (Bengali language) which was registered in the office of the D.R. Alipore, south 24 parganas,

recorded In Book No. 1, Volume No. 125, Pages. 206 to 211, Being Deed No. 6579 for the year 1993.

ANDWHEREAS the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely (1) **SMT DAKHYAMANI MONDAL**, 2) **SHRI KAMAL KRISHNA MONDAL**, 3) **SHRI NAREN MONDAL**, 4) **SHRI NEMAI CHANDRA MONDAL**, 5) **SHRI RABIN MONDAL** 6) **SMT NIHAR MONDAL**, 7) **SMT GITA MONDAL**, 8) **SMT GOURI MONDAL**, 9) **SMT KRISHNA SINGHA** became the jointly absolute owners of land measuring 51 cottahs 06 chittacks 36 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District-24 Parganas (South).

AND WHEREAS Sm. Krishna Singha wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R. at Alipore being Deed No.261 for the year 1986 sold and conveyed to Smt Saraswati Mondal wife of Robin Mondal measuring 9½ decimals in respect of R.S.Dag No. 3235 and 3259 under Khatian No. 555 registered in the office of D.S.R. at Alipore Vide Book No. 1, Volume No. 6, Page No. 238 to 244, being Deed No. 261 for the year 1986.

AND WHEREAS Sm. Nihar Mondal wife of Subhas Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R at Alipore being Deed No. 262 for the year 1986 sold and conveyed to Sindu Mondal alias Sindhu Moyee Mondal wife of Kamal Mondal alias Kamal Krishna Mondal measuring $9\frac{1}{2}$ decimals of land in respect of R.S Dag No.3235 & 3259 under Khatian No. 555 Registered in the office of the D.S.R. Alipore being Book NO. I, being, Volume No. 6, Pages 245 to 251 being Deed No.262 for the year 1986.

AND WHEREAS Dakhyamani Mondal, wife of Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R. at Alipore being Deed No. 263 for the year 1986 sold and conveyed and unto her four sons namely Kamal, Naren, Nemai and Rabin measuring $9\frac{1}{2}$ decimals of land in respect of R.S.Dag No.3235 & 3259 under Khatian No. 555 by a Deed of Sale registered in the office of D.S.R. Alipore, Vide Book NO. I, Volume No. 6, Pages 252- 258 being Deed No.263 for the year 1986.

AND WHEREAS the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely (1) **SMT DAKHYAMANI MONDAL**,

2) SHRI KAMAL KRISHNA MONDAL, 3) SHRI NAREN MONDAL, 4) SHRI NEMAI CHANDRA MONDAL, 5) SHRI RABIN MONDAL 6) SMT NIHAR MONDAL, 7) SMT GITA MONDAL, 8) SMT GOURI MONDAL, 9) SMT KRISHNA SINGHA jointly Purchased by a Bengali Kobala Bengali Language and character from Smt Sushila Beya land measuring more or less 4 decimals i.e 2 cottahs 6 chittacks 32 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District-24 Parganas (South) and the said Bengali Kobala (Bengali language) which was registered in the office of the D.R. Alipore, south 24 parganas, recorded In Book No. I, Volume No. 125, Pages. 206 to 211, Being Deed No. 6579 for the year 1993.

AND WHEREAS Dakhyamani Mondal died intestate on 25.08.1996 leaving her surviving four sons namely Kamal Mondal, Rabin Mondal, Nemai Mondal, Naren Mondal, four married daughters namely Nihar Mondal, Gita Mondal, Gouri Mondal and Krishna Singha who became entitled to her $1/9^{\text{th}}$ share in 4 decimals of land in equal shares.

AND WHEREAS said Sm. Gita Mondal, Gouri Mondal, Smt Nihar Mondal, and Smt Krishna Singha by a Deed of Gift dated 09.07.1993 made a gift their undivided $4/9^{\text{th}}$ share of land in respect of Dag No.

3260, 3260/6126, under Khatian No. 555 unto their brother's wife Smt Sindu Moyee Mondal Alias Sindu Mondal, Smt Karuna Mondal, Smt Debala Mondal and Smt Saraswati Mondal which was registered in the office of the D.S.R. -Alipore and duly recorded in Book No. I, Volume No.177, Pages 130 to 136 being No.9589 for the year 1993.

AND WHEREAS by Deed of Gift from their husband's sister Smt Sindhu Moyee Mondal Alias Sindu Mondal, Smt Karuna Mondal, Smt Debala Mondal and Smt Saraswati Mondal become the absolute owner of undivided each $1/9^{\text{th}}$ share total $4/9^{\text{th}}$ share of land measuring 24 decimal more or less in respect of R.S Dag No. 3260, 3260/6126, under Khatian No. 555 in Mouza Kasba, J.L No 13. in the District 24 parganas (South).

AND WHEREAS Sm. Karuna Mondal wife of Sri Naren Mondal by a Deed of Gift dated 09.07.1993 duly registered in the office of D.S.R. at Alipore being Deed No.9588 for the year 1993 gifted her undivided $1/9^{\text{th}}$ share of land unto Sri Aujdhya Mondal alias Bapi Mondal measuring 6 decimals i.e 3 cottahs 10 chittacks 4 sq.ft more or less in R.S. Dag No. 3260 and 3260/6126 under Khatian No. 555 registered in the office of D.S.R. at Alipore Vide Book No. I, Volume No. 176, Pages 493- 497 being Deed No. 9588 for the year 1993.

AND WHEREAS Naren Mondal died intestate on 28.10.1995 leaving him surviving his widow Karuna Mondal who became entitled to his undivided share in the property.

AND WHEREAS Rabin Mondal died intestate on 01.07.1998 leaving him surviving his heirs namely (1) wife Saraswati Mondal (2) only son Sri Prasanta Mondal and (3) only daughter Smt Samita Dey nee (Mondal) became entitled to his undivided share in the property.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, since deceased son of Late Mahendra Nath Mondal being the predeceased in the interest of the vendors was enjoying his right, title, interest and possession in respect of the rest 51 Cottahs 06 Chittaks 36 Sq. ft. more or less of land appertaining to R. S. Dag no- 3235, 3259, 3260, and 3260/6126 under R.S. Khatian no. 555 in Mouza- Kasba, some portion of land i.e. 4 Cottahs 09 Chittaks 36 sq. ft. more or less of land was merged with the development of K.M.C. Road work and as such net land of the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahenbdra Nath Mondal became measuring more or less 46 Cottahs 13 Chittaks 00 sq.ft of land.

AND WHEREAS thus the Vendors are the joint Owners of the property each having **distinct undivided share** and or otherwise well

and sufficiently entitled to the said property, and they got their Property by way of inheritance in different ways measuring 46 Cottahs 13 Chittacks 00 Sq.ft more or less together with structure thereon more fully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS after becoming the absolute Owners of the said property as mentioned hereinabove, out of the aforesaid piece and parcel of land some portion of land measuring 26 cottahs more or less had been mutated in the records of the Kolkata Municipal Corporation without registered partition and or family settlement between the aforesaid legal heirs/owners which as follows (1) measuring more or less 6 cottahs 8 chittacks more or less was recorded premises No. 21, Rajdanga Main Road, P.S. Kasba, Kolkata-700078, being Assessee 31-107-16-0021-3 in the name of Rabin Mondal the predecessor in interest of Vendors No. 4A to 4C herein (2) land measuring more or less 6 Cottahs 8 Chittacks more or less was recorded premises No. 20, Rajdanga Main Road, P.S. Kasba, Kolkata-700078, being Assessee 31-107-16-0020-1 in the name of Nemai Chandra Mondal alias Nemai Mondal of Vendors No. 5 herein (3) land measuring more or less 6 cottahs 8 chittacks was recorded premises No. 19, Rajdanga Main Road, P.S. Kasba, Kolkata-700078, being Assessee 31-107-16-0019-5 in the name of Naren Mondal the predecessor in interest of Vendors No. 3,

herein (4) land measuring more or less 6 cottahs 8 chittacks more or less was recorded premises No. 18, Rajdanga Main Road, P.S. Kasba, Kolkata-700078, being Assessee 31- 107- 16-2240-3 in the name of Sri Kamal Krishna Mondal alias Sri Kamal Mondal of Vendors No. 1, herein and the balance area of Land measuring 20 cottahs 13 chittacks more or less have not yet been mutated in the records of the Kolkata Municipal Corporation in favour of owners herein.

AND WHEREAS the Vendors herein are the sole and absolute Owners of the said property more fully and particularly mentioned and described in the Schedule hereunder written and sufficiently entitled to the said property in its entirety as the Owners hereof and the Owners declare that except them no other person has any right title and interest in the said property and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instruments like sale, lease, gift, mortgage, charges or Agreement for sale, Tenancy and Development Agreement with regard to the said property with anybody/bodies, person/ persons, concern/ concerns, company/companies and authority/ authorities.

AND WHEREAS due to legal necessity the Vendors herein proposed to sell all their entire undivided share willingly and amicably jointly and severally in a portion of land measuring 6 Cottahs 6 Chittacks 00 sq.ft more or less together with Kutchha structure tile shed measuring 200 Sq.ft more or less and the Purchaser herein proposed to the Vendors to purchase the said property and the Vendors agreed to the said proposal of the Purchaser and after protracted negotiations the Vendors have jointly agreed to sell the said property amount of Rs. 34,90,000/- (Rupees Thirty Four Lacs Ninety Thousands) only and the Purchaser herein have agreed to purchase the said property at the said sum of Rs. 34,90,000/- (Rupees Thirty Four Lacs Ninety Thousands) only free from all encumbrances.

AND WHEREAS the Vendors have represented to the Purchaser as follows :-

1. That the said property is free from encumbrances, charges, mortgages, liens, attachments and lispens, tenancy and trust of any nature whatsoever etc.
2. That the Vendors have sole and full right and absolute authority to sell the said property.

3. That the Vendors shall pay all outstanding Municipal taxes upto the date of Registration of the Deed of Conveyance.

AND WHEREAS relying on the representations of the Vendors the Purchaser has agreed to purchase the said undivided property from the Vendors at the said price free from encumbrances.

AND WHEREAS the Vendors have also represented to the Purchaser that they are in physical possession of the property and it is free from encumbrances and they are paying taxes regularly and paid taxes up till now. And the Purchasers relying on the representation of the Vendors accepted the offer made by the Vendors agreed to purchase the same from the Vendors.

AND WHEREAS the Vendors have executed an Agreement for Sale with the Purchaser for the purpose of sale out the schedule mentioned property in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said Agreement and in consideration of the sum of Rs. 34,90,000/- (Rupees Thirty Four Lacs Ninety Thousands) only paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each one of them doth hereby as well as by the receipt hereunder written, admit and acknowledge and of and from

the same hereby acquit, release and forever discharge the Purchaser and also the said premises hereby conveyed and transferred to the purchaser) the Vendors herein as beneficial owners jointly & individually doth hereby grant, sell, convey, transfer, assign and assure unto and in favour of the Purchasers herein free from all encumbrances, charges, mortgage, liens and lispendences **ALL THAT** the said Premises in respect of undivided share of the Property more fully and particularly described in the schedule hereunder together with structure standing thereon **TOGETHER WITH** the ground or land having an area mentioned in the schedule hereunder written whereof the said Structure is erected (which is more particularly mentioned and described in the Schedule here under written) **AND TOGETHER WITH** the right of easement and/or passage of ingress and egress through the common passage and/or open areas of the said premises **FURTHER WITH** all the right, title interest, benefits and privileges and appurtenances to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and/or every part thereof **AND** all estates right title inheritance use trust property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or every part thereof **AND** all deeds, pattahs, muniments, writings and evidences of title which is anywise related to the said property or any part or parcel thereof and which now

or hereafter shall or may be in the custody power or possession of the Vendors, their respective heirs, executors, administrators or representatives or any person or persons from whom he or they can or may procure the same without action or suit at law or in equity **TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY** the same by the Purchaser, its successor or successor-in-interest and assigns absolutely and forever.

AND THE VENDORS DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows :

1. That notwithstanding any act, deed or thing whatsoever by the Vendors or by any of their predecessors-in-title done or executed or knowingly suffered to the contrary, the Vendors had at all material times and now have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure the said property hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successor or successor-in-interest and assigns shall at all times hereinafter peaceably and quietly enter into, hold, own, possess and enjoy the same and every part thereof in khas or through tenants without any lawful, eviction, interruption, disturbances, claims or demands whatsoever from or by the Vendors or from or by any person or persons lawfully or

equitably claiming any right or estate thereof from under or in trust for the vendors.

2. That the Vendors shall hereafter support the Purchaser in all respect to record its name by mutation in the books of the Kolkata Municipal Corporation and also in any other Government Offices or Departments as owner of the said premises sold hereunder.
3. That the Vendors and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said premises sold herein under or any part or portion thereof from under or in trust for them, the Vendors herein shall and will from time to time and all times hereafter at the requests and costs of the Purchaser, its successors, and assigns, do and execute or cause to be done and executed all such acts, deeds, and things whatsoever for further better use of the Purchaser, its successor, and assigns according to the true intent and meaning of these presents as shall or may be reasonably required.
4. The Vendors will pay and clear all the outstanding dues of whatsoever nature connected with or in relation to the said premises till this day. In future, if any dues or outstanding or any agreement or any encumbrances of whatsoever nature found due or attached or concerning the said property hereby sold then the vendors undertake to settle and clear the same within 15 days from such

claim or encumbrances come to the notice or knowledge of the vendors or purchaser, the vendors undertakes to clear and settle the same within 15 days from such knowledge and keep the purchaser fully indemnified in this regard. Failure of the vendors to settle such claim within the time mentioned herein will entitle the purchaser to settle such claim or disputes for and on account of or on behalf of the Vendors on such terms and conditions as the purchaser shall upon its own discretion think fit and proper and in such event the vendors undertake to pay or reimburse all the amount.

**AND IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES
HERETO as follows**

- I. The Purchaser shall be entitled to cause the mutation in respect of the said property hereby sold in its favour and shall be liable to pay directly to the Authority concerned towards the payment of Municipal Taxes and other Impositions.
- II. The Purchaser shall have the full and absolute proprietary rights such as the Vendors derives from their right, title and interest in respect of the said property sold hereunder.

III. The Purchaser shall have the full right and absolute authority to transfer, sell, assign, mortgage, lease or let out or give on leave and license or in any way alienate and develop the said property sold herein under or any part or portion thereof at their own free will subject to over all condition that the Purchaser, transferee, assignee, lessee, mortgagee or tenant of the Purchasers shall be bound and be liable to observe, perform and carry out all the terms, conditions and stipulations herein under written.

AND FURTHER MORE THAT the Vendors and all their heirs, executors, administrators, legal representatives and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants herein contained.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Undivided bastu land measuring 6 Cottahs 6 chittacks 00 Sq.ft more or less out of total undivided land measuring 46 Cottahs 13 chittacks 00 Sq.ft more or less together with

Kutchha structure tile shed measuring 200 Sq.ft more or less out of total structure measuring 2000 Sq.ft more or less , lying at and being comprised in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 being K.M.C. Premises No. 18,19,20,21, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, under Kolkata Municipal Corporation, Ward No. 107, within the limit of District-24 Parganas (South) together with all common area and easement right thereto and the whole property is delineated in the map or plan annexed hereto and coloured **RED** and butted and bounded -

ON THE NORTH : Rajdanga Main Road & Land & Building of Basanti Ghosh.

ON THE EAST : Common Passage, Land of Laxmi Mondal and Madhab family's property.

ON THE WEST : 157, Rajdanga Main Road, Sil & Narayan Banerjee's House and common passage.

ON THE SOUTH : Residence of Raja Sen and Majumder's Land and Common Passage.

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

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTIES
AT KOLKATA IN THE PRESENCE OF:-**

WITNESSES:-

1. Pradip Mondal
18/1 Kalika pur
Main Road Kol - 99
2. Manoj K Mondal
7/B. Thakur Barihore
Kal - 75

1. Komol Krishna Mondal Komol Mondal

2. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal
Read over and explain in
Bengali language Ratan Pal

3. Saraswati Mondal

4. Samita Dey nee Mondal

5. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal

6. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal

7. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal

8. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal

9. LTI A Sint Sindhya Mayan
Mondal also signed by the pen of Ratan Pal

10. Gouri Mondal

**Signature of the Vendors/
First Part**

Gourishankar Sanyal

**Signature of the Purchaser/
Second Part**

Drafted by:

Ratan Pal
Advocate
High Court, Calcutta

Typed by:

Subrata Kumar Shaw
6, Old Post Office Street,
Kolkata - 700001.

RECEIVED Rs. 34,90,000/- (Rupees Thirty Four Lacs Ninety Thousands)
only from the within named Purchaser the within mentioned
sum being full consideration money payable under these
presents as per memo below :-

MEMO OF CONSIDERATION

MEMO

SL. No.	D.D.NO	Date	Drawn	Branch	Amount
1.	295466 <i>912259</i>	14/02/2011	CITI BANK	KOLKATA	4,70,000/-
2.	295471 <i>912257</i>	14/02/2011	CITI BANK	KOLKATA	4,70,000/-
3.	295479	11/02/2011	CITI BANK	KOLKATA	6,05,000/-
4.	295483	11/02/2011	CITI BANK	KOLKATA	3,13,000/-
5.	295490	11/02/2011	CITI BANK	KOLKATA	3,13,000/-
6.	295495	11/02/2011	CITI BANK	KOLKATA	3,13,000/-
7.	295501	11/02/2011	CITI BANK	KOLKATA	2,70,000/-
8.	295508	11/02/2011	CITI BANK	KOLKATA	1,96,000/-
9.	295515	11/02/2011	CITI BANK	KOLKATA	2,70,000/-
10.	295520	11/02/2011	CITI BANK	KOLKATA	2,70,000/-

Total

Rs. 34,90,000/-

(Rupees Thirty Four Lacs Ninety Thousands Only)

Witnesses :

1. Pradip
Mondal

2. Monir Kr Mondal

2. LTI of Smt. Sindhu
Mondal alias
Sindhu Mondal by
her son
Rajal Mondal

3. [Signature]

4. Saraswati Mondal

5. LTI of Smt. Namin Chandra Mondal
alias Namin Mondal by her
son R. Rajal Mondal

Signature of the Vendors

Gowri Mondal

6. [Signature]
7. Anubhaya Mondal alias
LTI of Smt. Rajal Mondal
alias Rajal Mondal by her son
Rajal Mondal
8. [Signature]
9. LTI of Smt. Gita Mondal
alias Gita Mondal by her son
Rajal Mondal
10. [Signature]
11. [Signature]
12. [Signature]
13. [Signature]
14. [Signature]
15. [Signature]
16. [Signature]
17. [Signature]
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97. [Signature]
98. [Signature]
99. [Signature]
100. [Signature]

SPECIMEN FORM FOR TEN FINGER PRINTS

BCLPM4027M
(PAN)



Koushik Koushik Mondal
Koushik Koushik Mondal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

BCLPM4026L
(PAN)



Koushik Koushik Mondal
Koushik Koushik Mondal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Koushik Koushik Mondal
Koushik Koushik Mondal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Koushik Koushik Mondal
Koushik Koushik Mondal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



SPECIMEN FORM FOR TEN FINGER PRINTS

<p>BIIPM 7624R (PAN)</p> 	<p>Prasanta Mondal</p>					
<p>Little</p>		<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>	
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						
	<p>Samita Dey nee Mondal</p>					
<p>Little</p>		<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>	
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						
	<p>LT Jitendra Kumar Mondal plus name Mondal by the pan card</p>					
<p>Little</p>		<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>	
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	
<p>(Right Hand)</p>						
	<p>Smt. Sushma</p>					
<p>Little</p>		<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>	
<p>(Left Hand)</p>						
						
<p>Thumb</p>		<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>	

SPECIMEN FORM FOR TEN FINGER PRINTS



Smt. G. L. Nand
L-5, G. L. Nand
G. L. Nand



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

BBOPM9558 F
(PAN)



Anil Deyan Mendal @ Anil Mendal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

BFRPM8706A
(PAN)



Gauri Mendal



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Anva Singha



Little



Ring



Middle



Fore

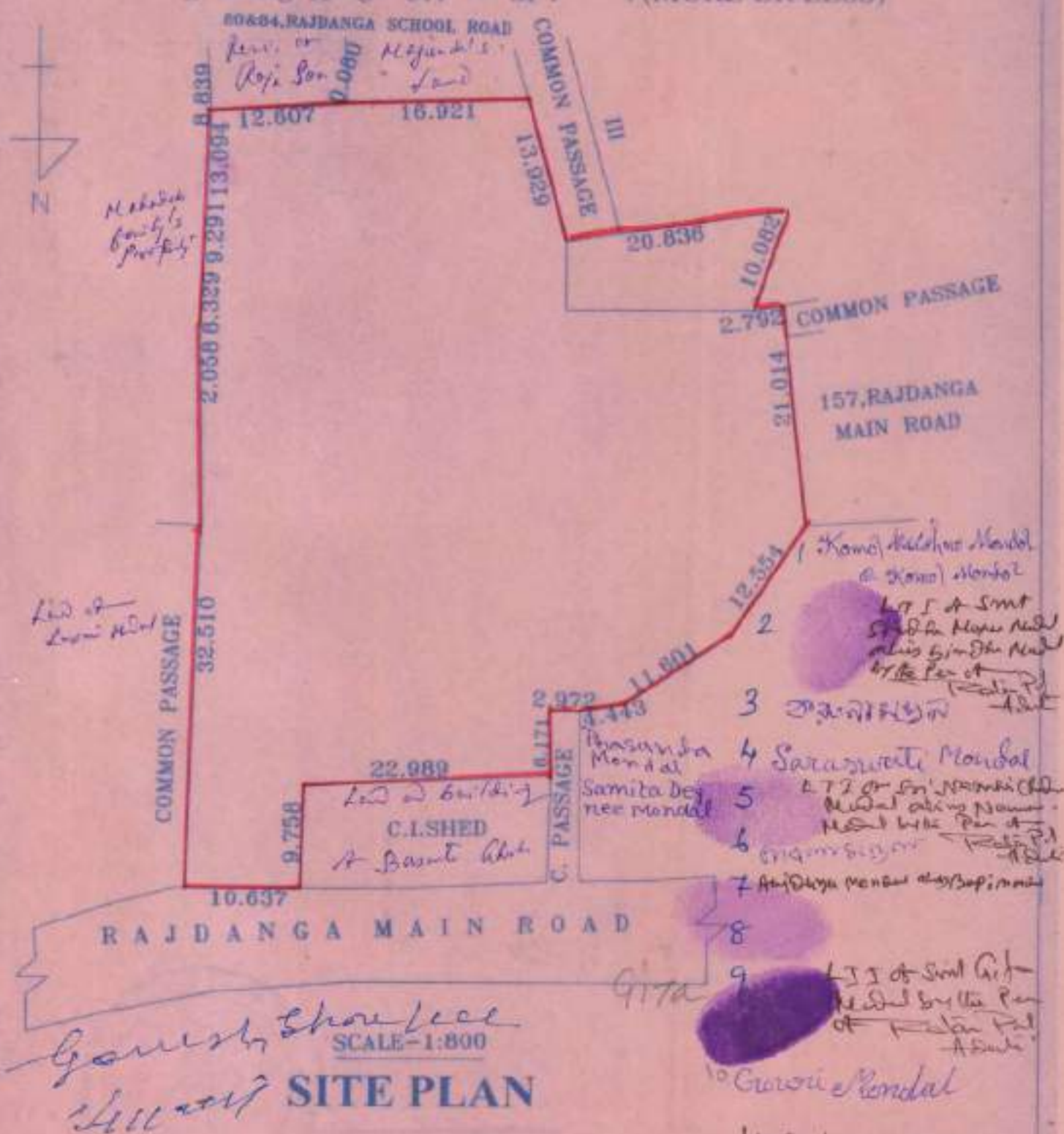


Thumb

(Left Hand)

SITE PLAN IN MAUZA KASBA, J.L. NO- 13, TOUZI NO- 145
DAG NO- 3235,3259,3260,3260 / 6126, KHATIAN NO-555 BEING
PREM NO-18,19,20,21 RAJDANGA MAIN ROAD P.S-KASBA
KOLKATA-7000107 UNDIVIED LAND AREA MEASURING :-

B 6 K 6 CH 60 SFT (MORE OR LESS)



SIGN OF VENDORS
Purchaser,

Krishna Singha
SIGN OF PURCHASER/S
Vendors



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01198 of 2011
(Serial No. 01068 of 2011)

On

Payment of Fees:

On 15/02/2011

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21.15 hrs on :15/02/2011, at the Private residence by Kamal Krishna Mondal Alias Kamal Mondal, one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 15/02/2011 by

1. Kamal Krishna Mondal Alias Kamal Mondal, son of Lt. Phanindra Nath Mondal @ Phani Bhusan Mondal , 18/1, Kalikapur Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700099 , By Caste Hindu, By Profession : Retired Person
2. Sindhu Moyee Mondal Alias Sindu Mondal, wife of Kamal Krishna Mondal , 18/1, Kalikapur Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700099 , By Caste Hindu, By Profession : House wife
3. Karuna Mondal, wife of Lt. Narayan Mondal , 19, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : House wife
4. Saraswati Mondal, wife of Lt Rabin Mondal , 21, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : Service
5. Prasanta Mondal, son of Lt Rabin Mondal , 21, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : Student
6. Samita Dey Nee (Mondal), wife of Aloke Dey , 2/117, SREE COLONY, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Regent State Pin :-700092 , By Caste Hindu, By Profession : House wife
7. Nemai Chandra Mondal Alias Nemai Mondal, son of Lt. Phanindra Nath Mondal@ Phani Bhusan Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : Retired Person
8. Debala Mondal, wife of Nemai Chandra Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : House wife
9. Aujdhya Mondal Alias Bapi Mondal, son of Bholanath Mondal , 19, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 , By Caste Hindu, By Profession : Business
10. Nihar Mondal, wife of Subash Mondal , Gotberaria, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife

Additional Registrar of
Assurance-I, Kolkata
10 FEB 2011

(Ashok Bandopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01198 of 2011
(Serial No. 01068 of 2011)

11. Gita Mondal, wife of Bholanath Mondal, Bhawanipore, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
12. Gouri Mondal, wife of Monoj Mondal, Santoshpur, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700075, By Caste Hindu, By Profession : House wife
13. Krishna Singha, wife of Ajoy Singha, Rajdanga Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700078, By Caste Hindu, By Profession : House wife
 Identified By Ratan Pal, son of . . ., High Court, Calcutta, 10, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Advocate.
14. Ganesh Sankar Tiwari, son of Lt. Shiv Kumar Tiwari, 6 B. Middleton St., Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071, By Caste Hindu, By Profession : Business
 Identified By Ratan Pal, son of . . ., High Court, Calcutta, 10, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Ashok Bandyopadhyay)
 ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

On 16/02/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 16/02/2011

Amount by Draft

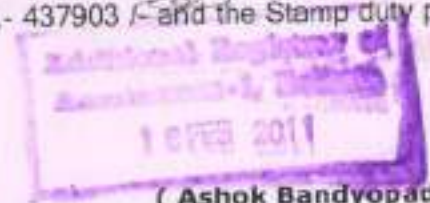
Rs. 68903/- is paid, by the draft number 057121, Draft Date 12/02/2011, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 16/02/2011

(Under Article : A(1) = 68805/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 15/02/2011)

Certificate of Market Value(WB PUVT rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6255469/-

Certified that the required stamp duty of this document is Rs.- 437903 /- and the Stamp duty paid as: Impresive Rs.- 1000/-



(Ashok Bandyopadhyay)
 ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01198 of 2011
(Serial No. 01068 of 2011)

Deficit stamp duty

Deficit stamp duty Rs. 436903/- is paid 05711212/02/2011 State Bank of India, DALHOUSIE SQUARE,
received on 16/02/2011

(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 6543 to 6579
being No 01198 for the year 2011.



(Ashok Bandyopadhyay) 17-February-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal

Dated this 15th day of February 2011

BETWEEN

SRI KAMAL KRISHNA MANDAL ALIAS
SRI KAMAL MANDAL & OTHERS.

... Vendors/First Part

AND

SRI GANESH SANKAR TIWARI.

.....Purchaser/Second Part

SALE DEED

RATAN PAL

Advocate

High Court, Calcutta

C/O G.C.CHUNDER & CO

(SOLICITORS AND ADVOCATES)

6, Old Post Office street, First Floor

Room No. 35, Kolkata - 700001.