

**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 7 Cottahs 00 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 Kr Mondal
H.P. Shakun Bari Lane
Kal- 75

1. Kamal Krishna Mondal to Kamal Mondal
2. LTI of Sindh Mayur Mondal
also signed by the Pa.
3. ZP of Sindh Mayur Mondal
Read over as explained in Bengali language
4. Saraswati Mondal Ananta Mondal
5. Samita Dey nee Mondal
LTI of Nandini Mondal
6. Read over by Nandini Mondal
7. Ananta Mondal
8. LTI of Ananta Mondal
9. LTI of Gita Mondal
10. Gouri Mondal
Krishna Singha

**Signature of the Vendors/
First Part**

P. L. (PABITRA GHOSH)
**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. 38,34,000/- (Rupees Thirty Eight Lacs Thirty Four 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. | 295468 <i>9/2252</i> | 11/02/2011 | CITI BANK | KOLKATA | 5,15,000/- |
| 2. | 295475 <i>9/2258</i> | 11/02/2011 | CITI BANK | KOLKATA | 5,15,000/- |
| 3. | 295480 | 11/02/2011 | CITI BANK | KOLKATA | 6,60,000/- |
| 4. | 295486 | 11/02/2011 | CITI BANK | KOLKATA | 3,43,000/- |
| 5. | 295492 | 11/02/2011 | CITI BANK | KOLKATA | 3,43,000/- |
| 6. | 295498 | 11/02/2011 | CITI BANK | KOLKATA | 3,43,000/- |
| 7. | 295504 | 11/02/2011 | CITI BANK | KOLKATA | 3,00,000/- |
| 8. | 295512 | 11/02/2011 | CITI BANK | KOLKATA | 2,15,000/- |
| 9. | 295518 | 11/02/2011 | CITI BANK | KOLKATA | 3,00,000/- |
| 10. | 295523 | 11/02/2011 | CITI BANK | KOLKATA | 3,00,000/- |

Total

Rs.38,34,000/-

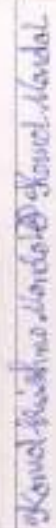
(Rupees Thirty Eight Lacs Thirty Four Thousands Only)

Witnesses :

1. *Pradiip Mondal*
 2. *Mouji K Mondal*
 3. *Saraswati Mondal*
 5. *Gowri Mondal*
 10. *Krishna Singha*
- Signature of the Vendors

SPECIMEN FORM FOR TEN FINGER PRINTS

BCLPM4027M

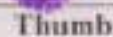


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BC LPM 4026L

17 Dec. 1964
Sikh - mid of 1964



Little

7 Dec 18 30/185-1

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Little

F-60



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SPECIMEN FORM FOR TEN FINGER PRINTS

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| <p>BIIPM7624R (PAN)</p>  | <p>Basanta Mondal</p> |  |  |  |  |  | |
| (Left Hand) | | | | | | | |
|  | |  |  |  |  | | |
| (Right Hand) | | | | | | | |
|  <p>F-60</p> | <p>Samita Dey nee Mondal</p> |  |  |  |  |  | |
| (Left Hand) | | | | | | | |
|  | |  |  |  |  | | |
| (Right Hand) | | | | | | | |
|  <p>F-60</p> | <p>L. J. Dey</p> |  |  |  |  |  | |
| (Left Hand) | | | | | | | |
|  | |  |  |  |  | | |
| (Right Hand) | | | | | | | |
|  | <p>D. J. Dey</p> |  |  |  |  |  | |
| (Left Hand) | | | | | | | |
|  | |  |  |  |  | | |
| (Right Hand) | | | | | | | |

SPECIMEN FORM FOR TEN FINGER PRINTS



F-60

L.T. 10/11/1981 by the Pa
of K. P. A. 10/11/1981

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| (Left Hand) | | | | |
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| (Right Hand) | | | | |

BBOPM9558F
(PAN)



Ani Durga Mondal das Bapi mondal

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| (Left Hand) | | | | |
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| (Right Hand) | | | | |

BERPM8706A
(PAN)



Gowri Mondal


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| (Left Hand) | | | | |
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| (Right Hand) | | | | |



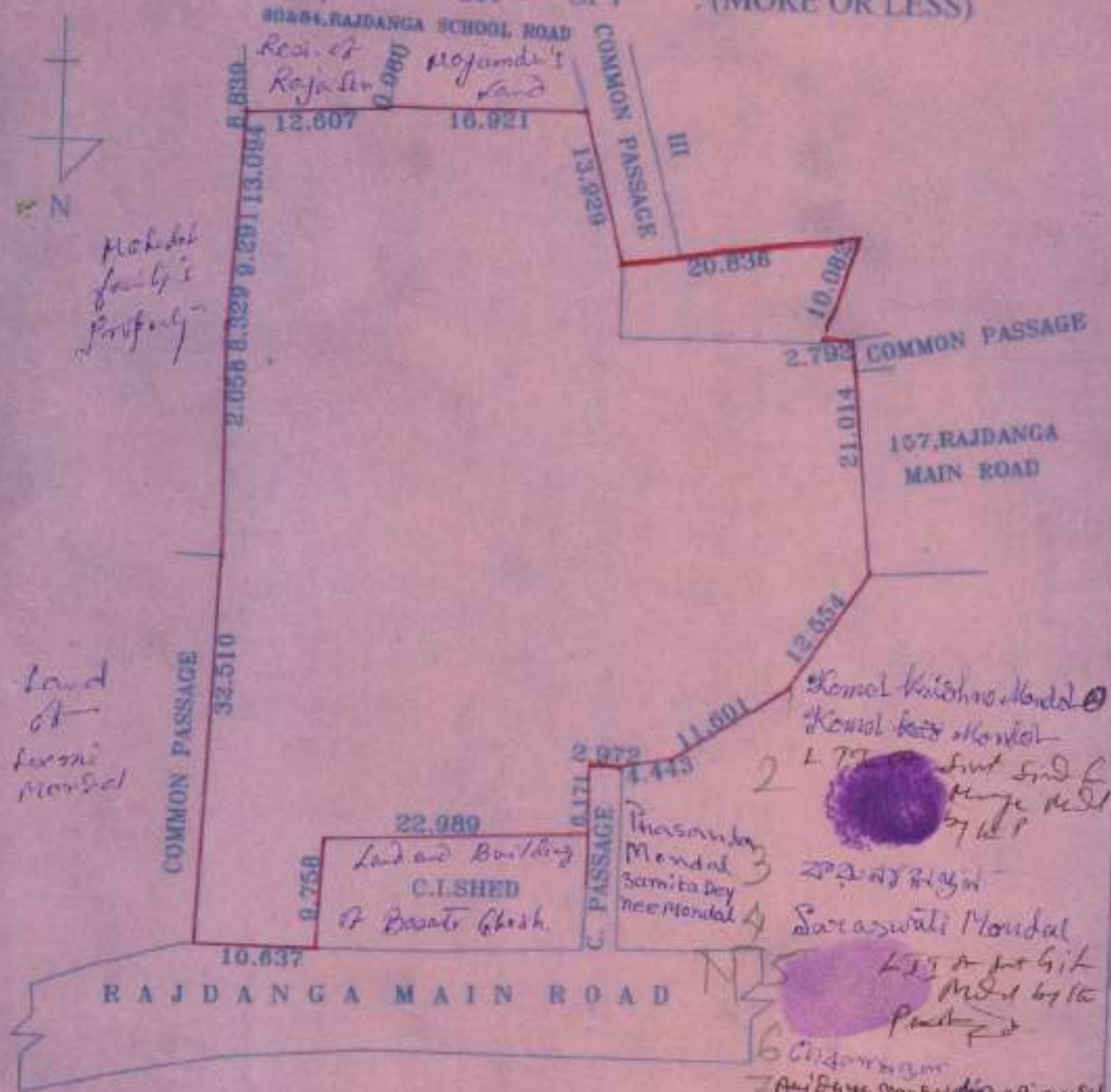
Krishna Singha

| | | | | |
|--------------|--|--|--|--|
| | | | | |
| (Left Hand) | | | | |
| | | | | |
| (Right Hand) | | | | |

SPECIMEN FORM FOR TEN FINGER PRINTS

| | | | | | | |
|---|--|---|--|---|--|--|
|  F-50 | <i>Left Hand</i> <i>24.10.2014</i> <i>24.10.2014</i> |  Little |  Ring |  Middle |  Fore |  Thumb |
| | | (Left Hand) | | | | |
| | |  Thumb |  Fore |  Middle |  Ring |  Little |
| | | (Right Hand) | | | | |
| | | | | | | |
| | | | | | | |
| AHHPG3614L (PAN)  | <i>Right Hand</i> <i>24.10.2014</i> |  Little |  Ring |  Middle |  Fore |  Thumb |
| | | (Left Hand) | | | | |
| | |  Thumb |  Fore |  Middle |  Ring |  Little |
| | | (Right Hand) | | | | |
| | | | | | | |
| | | | | | | |
| PHOTO | | | | | | |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |
| PHOTO | | | | | | |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right 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 7 K 00 CH 00 SFT (MORE OR LESS)



SCALE-1:800

SITE PLAN

10 Grewia Mondal

Krishna Singha

SIGN OF VENDORS

Purchaser

SIGN OF PURCHASER/S
 vendors.



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

Endorsement For Deed Number : I - 01202 of 2011
(Serial No. 01069 of 2011)

On

Payment of Fees:

On 15/02/2011

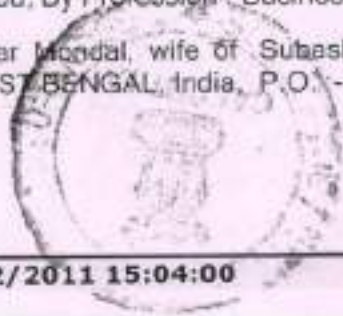
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21.40 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 , 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 Naren 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, daughter of Lt Rabin Mondal , 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, daughter of Lt Phanindra Nath Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700010 , 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 :-700010 , By Caste Hindu, By Profession : House wife
9. Aujdhya Mondal Alias Bapi, son of Bholanath Mondal , 19, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700010 , 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
Assurances-I, Kolkata
16 FEB 2011
(Ashok Bandyopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

16/02/2011 15:04:00

EndorsementPage 1 of 3



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

Endorsement For Deed Number : I - 01202 of 2011

(Serial No. 01069 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 School Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700078 , By Caste Hindu, By Profession : House wife
14. Pabitra Ghosh, son of Lt Barindra Kumar Ghosh , 111/1, P. Majumder Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700078 , By Caste Hindu, By Profession : Business

Identified By Ratan Pal, son of, High Court Cal, 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. 73952/- is paid , by the draft number 057125, Draft Date 12/02/2011, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 16/02/2011

(Under Article : A(1) = 73854/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 16/02/2011)

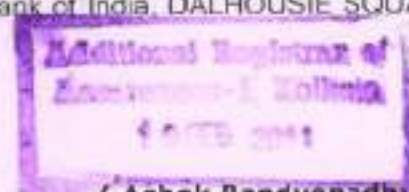
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6715000/-

Certified that the required stamp duty of this document is Rs.- 470070 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 469070/- is paid 05711412/02/2011 State Bank of India, DALHOUSIE SQUARE, received on 16/02/2011



(Ashok Bandyopadhyay)

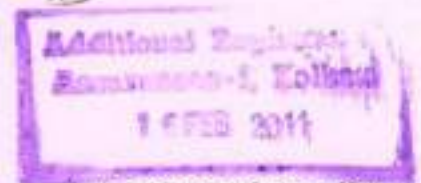
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



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

Endorsement For Deed Number : I - 01202 of 2011
(Serial No. 01069 of 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 6654 to 6689
being No 01202 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 14 day of Febry 2011

BETWEEN

SRI KAMAL KRISHNA MANDAL ALIAS
SRI KAMAL MANDAL & OTHERS.

...Vendors/First Part

AND

SRI PABITRA GHOSH.

.....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.

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).

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 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. I, 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. 1, 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 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. 1, 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 Cottach 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 7 Cottahs 00 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. 38,34,000/- (Rupees Thirty Eight Lacs Thirty Four Thousands) only and the Purchaser herein have agreed to purchase the said property at the said sum of Rs. 38,34,000/- (Rupees Thirty Eight Lacs Thirty Four 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.

ANDWHEREAS 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. 38,34,000/- (Rupees Thirty Eight Lacs Thirty Four 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 lispendencies **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 Purchasers, its successor or successor-in-interest and assigns absolutely and forever.