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P- 4603/15



पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

District Sub Registrar-II
Alipore, South 24 Parganas

28 APR 2015

THIS INDENTURE is made on this the ^{27th} day of ^{April} Two
Thousand and Fifteen (2015)

BETWEEN



ATTESTED BY ME

[Signature]
20/5/15
Judicial Magistrate
1st Class, Sealdah.

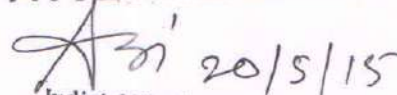
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 1640 to 1669
being No 04603 for the year 2015.




(Malay Chakraborty) 29-April-2015
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - I | SOUTH 24-PARGANAS
West Bengal

ATTESTED BY ME


20/5/15

Judicial Magistrate
1st Class, Sealdah.



(1) SHRI RAGHU BANERJEE (PAN : AEIPB6196C), son of Shibapada Banerjee, residing at 40, Kazi Para Road, P.S. Behala, Kolkata – 700060, District–24 Parganas (South) and (2) SHRI DEBASIS GHOSH (PAN : AIJPG3341F), son of Late Shib Krishna Ghosh, residing at residing at 50, Kazi Para Road, P.S. Behala, Kolkata– 700060, District– 24 Parganas (South), hereinafter jointly called the VENDORS (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, representatives and/or assigns) of the ONE PART.

AND

(1) SMT. SHIKHA MODANI (PAN : AEJPM 1038D), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee Road, Kolkata – 700 026, (2) SHRI PRITHIVIRAJ DASGUPTA (PAN : AFYPD 8544H), (3) SHRI PADMANAVA DASGUPTA (PAN : AGTPD 0913A) and (4) SHRI PRIYANKAR DASGUPTA (PAN : AEIPD 7920G) all sons of Late Prabir Kumar Dasgupta, all residing at 61/L, Kalighat Road, Kolkata – 700 026, hereinafter jointly called the PURCHASERS (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, representatives and/or assigns) of the OTHER PART.

WHEREAS:

- A) One Gobinda Chandra Dutta, son of Late Baikuntha Nath Dutta was the absolute owner in respect of a piece and parcel of Danga land measuring about 76 Sataks equivalent to 2 Bighas, 5 Cottahs, 15 Chittaks and 30 Sq.ft. more or less situated within the then C.S. Dag No. 3867 under C.S. Khatian No. 2325 of Mouza Garagacha now Behala, J.L. No.2. Revenue Survey of No. 83, Touzi No. 346, P.S. Behala, District 24 Parganas (South).

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- B) While seized and possessed of the said land measuring about 76 Satak, said Gobinda Chandra Dutta by virtue of a registered Deed of Conveyance dated 16th April, 1934 sold, conveyed and transferred a Danga land measuring about 10 Cottahs being the demarcated eastern side out of said 76 Sataks of Danga land to one Jogomaya Dasi, wife of Probodh Chandra Mallick on valuable consideration and the same was duly registered before the Sub-Registrar at Behala and recorded in Book No.I, Volume No. 12, pages 58 to 66, Being No. 584 for the year 1934.
- C) Though by virtue of the said Deed of Conveyance dated 16th April, 1934, said demarcated Danga land measuring about 10 Cottahs was purchased in the name of Jogomaya Dasi but she was the Benamdar of her husband Probodh Chandra Mallick, who was still in possession of the said land.
- D) While seized and possessed of the remaining portion of said 76 Sataks of said Danga land, said Gobinda Chandra Dutta further sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 15 Sataks more or less from the south-eastern corner out of said 76 Sataks of Danga land to one Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) by a registered Deed of Conveyance dated 26th November, 1938 on valuable consideration, which was duly registered before the Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No. 29, Pages 170 to 174, Being No. 1798 for the year 1938.
- E) Thus by virtue of the aforesaid Deed dated 26th November, 1938, said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary became the joint owners of the demarcated Danga land measuring about 15 Satak equivalent to 9 Cottahs more or less situated within the then C.S. Dag No. 3867, under C.S. Khatian No. 2325, J.L. No. 2, Mouza Garagacha now Behala wherein each having

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- undivided half share therein and constructed a tile shed structure over the aforesaid land for their residence out of their own fund.
- F) Said Jogomaya Dasi died intestate leaving behind her surviving said Probodh Chandra Mallick and her two sons, namely Paresh Chandra Mallick and Tarak Nath Mallick and one married daughter Smt. Anjali Laha as his legal heirs and successors.
- G) After demise of said Jogomaya Dasi, said Paresh Chandra Mallick, Tarak Nath Mallick and Smt. Anjali Laha jointly executed a Deed of Relinquishment dated 9th July, 1952 in favour of their father said Probodh Chandra Mallick to avoid any future complications regarding the possession and lawful enjoyment and lawful ownership in respect of the said land measuring about 10 Cottahs and the said Deed of Release and/or Relinquishment was duly registered before the Sub-Registrar at Behala, District 24 parganas and recorded in Book No.I, Volume No. 1, Pages 172 to 174, Being No. 1236 for the year 1952.
- H) Thus said Probodh Chandra Mallick became the sole and absolute owner of the said demarcated separated Danga land measuring about 10 Cottahs and while seized and possessed of the same, he, by virtue of a registered Deed of Conveyance dated 7th September, 1953 sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 11 Satak more or less equivalent to 6 Cottahs, 8 Chittaks and 2 Sq.ft. out of said 10 Cottahs of land to said Gosto Behari Adhikary alias Gosto Chandra Adhikary on valuable consideration, which was duly registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 27, Pages 231 to 235, Being No. 1903 for the year 1953.
- I) After acquiring the ownership in respect of the said 6 Cottahs, 8 Chittaks and 2 Sq.ft. of Danga land by virtue of said registered Deed of Conveyance dated 7th September, 1953, said Gosto Behari Adhikary

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alias Gosto Chandra Adhikary constructed one tile shed structure therein measuring about 300 sq.ft. more or less and have duly mutated his name in the office of the South Suburban Municipality in respect of the said land and structure and he regularly paid the municipal tax thereof as lawful owner of the said land.

- J) The aforesaid land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. have been duly recorded in the Revisional Settlement Record in R.S. Dag No. 11994, under R.S. Khatian No. 2299 and R.S. Dag No. 12021 under R.S. Khatian No. 6391, Mouza Behala, P.S. Behala, District 24 Parganas (South).
- K) Said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) being the joint owners in respect of said Danga land measuring 15 Sataks more or less equivalent to 9 Cottahs together with the tile shed structure constructed by them on the aforesaid land duly mutated their names in the office of the then South Suburban Municipality and used to pay the municipal tax thereof as lawful joint owners each having undivided half share therein and the aforesaid land was recorded in the record of the Revisional Settlement in R.S. Dag No. 12022, under R.S. Khatian Nos. 6392 and 6393, Mouza Behala, District-24 Parganas.
- L) That said Gosto Behari Adhikary alias Gosto Chandra Adhikary while seized and possessed of as absolute owner of said land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. and also undivided half share of the said land measuring about 9 Cottahs more or less together with tile shed structure situated thereon, he gifted all his right, title and interest in respect of the said two properties to his three nephews, namely Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary out of love and affection by virtue of a registered Deed of Gift dated 28th February, 1975, which was registered on 4th of March, 1975 before the Joint Sub-

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Registrar of Alipore at Behala and recorded in Book No.I, Volume No.22, Pages 59 to 62, Being No. 1077 for the year 1975.

- M) Due to passage of time, said South Suburban Municipality has been merged with the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the aforesaid two properties have been included within the Municipal Ward No. 130 of the Kolkata Municipal Corporation and accordingly, the said area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. with tile shed structure standing thereon have been mutated in the name of Biswanath Adhikary and Ashoke Adhikary in the record of the Kolkata Municipal Corporation being Premises No. 137, Netaji Subhash Road within Municipal Ward No. 130 vide Municipal Assesse No. 41-130-09-0138-8, though another brother of said Biswanath Adhikary and Ashoke Adhikary, namely Dilip Adhikary also was one of the joint owners of the aforesaid property, which they acquired by virtue of the said registered Deed of Gift dated 28th February, 1975 but due to inadvertence the name of said Dilip Adhikary was not being mutated in respect of the said property though he continued to be the owner of undivided 1/3rd share therein.
- N) That said another property measuring about 9 Cottahs together with tile shed structure situated therein have been mutated and recorded in the office of the Kolkata Municipal Corporation as premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 within Ward No. 130 vide Municipal Assesse No. 41-130-09-0137-6, in the name of Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary, both since deceased.
- O) While seized and possessed of the undivided half share of the said Danga land measuring about 9 Cottahs more or less together with tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, said Gopal Chandra Adhikary died intestate on 24th

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October, 1986 leaving behind him surviving his four sons, namely Sunil Kumar Adhikary, Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary and three married daughters, namely Gita Das, Gayatri Adhikary and Rita Adhikary as his legal heirs and successors, who thus jointly inherited the said undivided half share in respect of the said Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 i.e. to say each having undivided $1/7^{\text{th}}$ share out of said half share in respect of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.

- P) One of the joint owners in respect of the aforesaid property, namely Ashoke Adhikary, filed a title suit for partition against his other co-sharers being Title Suit No. 100 of 1993 in the Court of 7th Sub-Ordinate Judge at Alipore, 24 Parganas (South) in respect of both the properties being premises Nos. 136 & 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- Q) The aforesaid suit being Title Suit No. 100 of 1993 was decreed in preliminary form by the Learned Assistant District Judge, 7th Court on 22nd August, 1995 wherein it has been declared that said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each are the owners of undivided $1/3^{\text{rd}}$ share in the land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 and also undivided $1/3^{\text{rd}}$ share each out of half share of land measuring 9 Cottahs more or less and $1/7^{\text{th}}$ share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary who acquired undivided $1/7^{\text{th}}$ share each out of undivided half share of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.

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- R) After such preliminary decree, the aforesaid property has not yet been partitioned amongst the co-sharers, as aforesaid, by metes and bounds.
- S) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each were the owners of undivided $1/3^{\text{rd}}$ share out of half share of land measuring 9 Cottahs more or less and also $1/7^{\text{th}}$ share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary, who acquired undivided $1/7^{\text{th}}$ share each out of undivided half share of land measuring about 9 Cottahs more or less together with 100 sq.ft. tile shed structure situated thereon being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- T) Thus said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each acquired undivided $5/21^{\text{st}}$ share each in respect of said piece and parcel of Danga land measuring about 9 Cottahs more or less with 100 sq.ft. tile shed structure situated therein, said Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary acquired undivided $1/14^{\text{th}}$ share each in respect of the said land measuring about 9 Cottahs more or less together with 100 sq.ft. tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034.
- U) One of the co-owners, namely Ashoke Adhikary, by virtue of a registered Deed of Conveyance dated 1st April, 2011 sold, conveyed and transferred his undivided $5/21$ share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata - 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.1.

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C.D. Volume No. 7, Pages 7926 to 7961, Being No. 03761 for the year 2011.

- V) Another co-owner, namely Biswanath Adhikary, by virtue of a registered Deed of Conveyance dated 6th April, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata - 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 9852 to 9887, Being No. 03860 for the year 2011.
- W) While seized and possessed of the said undivided 1/14th share in respect of the piece and parcel of land measuring about 9 Cottahs together with the tile shed structure standing thereon being Municipal Premises No. 136, Netaji Subhas Road, said Gayatri Adhikary died intestate on 31.07.2000 leaving behind her husband, Sushil Kumar Adhikary and only daughter Amrita Adhikary, who thus jointly inherited said undivided 1/14th share of said Gayatri Adhikary.
- X) Said Sushil Kumar Adhikary and Amrita Adhikary jointly by virtue of a registered Deed of Conveyance dated 4th May, 2011 sold, conveyed and transferred their undivided 1/14th share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq.ft. more or less together with proportionate share of structure measuring about 30 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata - 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I,

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C.D. Volume No. 7, Pages 8725 to 8761, Being No. 04925 for the year 2011.

- Y) Another co-owner, namely Sunil Kumar Adhikary, by virtue of a registered Deed of Conveyance dated 10th August, 2011 sold, conveyed and transferred his undivided 1/14th share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq.ft. more or less together with proportionate share of structure standing thereon measuring about 30 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 16, Pages 3371 to 3405, Being No. 08896 for the year 2011.
- Z) Another co-owner, namely Dilip Adhikary, by virtue of a registered Deed of Conveyance dated 14th December, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata - 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15385 to 15420, Being No. 13087 for the year 2011.
- AA) While said Smt. Gita Das and Smt. Rita Adhikary seized and possessed of and peaceful use and enjoyment of undivided 1/7th share jointly in respect of the said piece and parcel of land measuring about 9 Cottahs with structure standing thereon, they, by virtue of a registered Deed of Conveyance dated 14th December, 2011 jointly sold, conveyed and

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transferred their undivided 1/7th share equivalent to land measuring about 925.50 sq.ft. more or less together with proportionate share of structure measuring about 60 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15456 to 15491, Being No. 13089 for the year 2011.

- BB) After purchasing the aforesaid property being premises Nos. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 by virtue of the aforesaid 6 (six) registered Deed of Conveyances, as stated herein before, the present Vendors detected some typographical mistakes regarding the particulars of Dag Nos. in all the aforesaid Deeds executed in their favour and as such for rectification of the aforesaid mistake all the previous Owners and/or Vendors in the said respective Deeds duly executed 6 separate Deed of Declarations and/or Deed of Rectifications all dated 17th March, 2012 inter alia rectifying the aforesaid mistake in respect of the Dag numbers, which were duly registered before the Additional Registrar of Assurance, Kolkata being Deed Nos. 02319, 02322, 02321, 02324, 02320, 02318 all for the year 2012.
- CC) Thus the present Vendors, by virtue of said six registered Deed of Conveyances and also the said six registered Deeds of Rectification/Declaration, the present Vendors became the absolute Owners in respect of the piece and parcel of land measuring about 9 Cottahs together with structure standing thereon measuring about 100 sq.ft. being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 and have also duly mutated their names in the record of the Kolkata Municipal Corporation and also in the record of the BLRO and constructed further tin shed structure therein having a total area of 2100 sq.ft. and otherwise entitled to deal with the same.

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DD) The present Purchasers being interested to purchase the aforesaid property from the Vendors being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034 having an area of 9 Cottahs more or less together with tile shed structure standing thereon having an area of 2100 Sq.ft. (more fully described in the Schedule hereunder written) hereinafter referred to as the said "property" the Vendors agreed to sell the same at or for a consideration of Rs.1,01,30,000/- (Rupees one crore one lakh thirty thousand only) free from all encumbrances, charges, liens, attachments, whatsoever, subject to the terms and conditions as contained in these presents.

NOW THIS INDENTURE WITNESSETH that pursuance to the said arrangement and in consideration of a sum of Rs.1,01,30,000/- (Rupees one crore one lakh thirty thousand only) paid by Purchasers to the Vendors at or before execution of these presents (the receipt whereof the Vendors herein doth hereby acknowledge to have received as per the Memo given below), the Vendors herein doth hereby forever acquit, exonerate, release and discharge the Purchasers, their heirs, executors, administrators, representatives and/or assigns and every one of them and also the said property, they, the Vendors as beneficial Owners doth hereby by these presents indefeasibly grant, sale, convey, transfer, assign and assure unto the Purchasers, their heirs, executors, administrators, representatives and/or assigns ALL THAT the piece and parcel of land having an area of 9 Cottahs more or less together with tile shed structure standing thereon measuring about 2100 sq.ft being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata-700 034, Ward No. 130 together with all other easement and/or facilities attached thereto (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" TOGETHER WITH all benefits and advantages of ancient and all rights, title, interests, benefits, advantages, claims and demands and interest whatsoever belonging, to or anywise appertaining therewith or any part thereof OR HOWSOEVER OTHERWISE said tenement, land, heriditament and premises now

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or hereto before was situated lying at and butted bounded called known numbered described or distinguished AND TOGETHER WITH all former and other rights, liberties, easements, quasi-easements, commodities, walls, fences, advantages, appendages and appurtenances, whatsoever, to the said property belonging to or anywise appurtenant thereto or known as part and parcel thereof and the reversion or reversions, remainder or reminders and the rents issues and profit of the property hereby sold and conveyed and of any and every part thereof AND all the legal incidences thereof TOGETHER WITH all the estate rights, title, and interests, inheritance possession, use, trust, property, claims and demands, whatsoever, both at law and in equity of the Vendors into and upon and in respect of the said property hereby sold and any and every part thereof TOGETHER WITH right of egress and ingress all areas, fences, passages, sewers, drains, water, water courses, tress, bushes, boundaries, walls, benefits, advantages, vacant area, open spaces, whatsoever, and manner of former or other rights, liberties, easements, privileges, appendages and appurtenances, whatsoever, belonging to the said property hereby sold and transferred or in anywise appertaining thereto or any part thereof usually held, used, occupied, accepted, enjoyed, reputed, known as part or parcel or member thereof or appurtenant thereto TOGETHER WITH all the deeds, pattaahs, muniments of title writings and evidence of title which are now or hereafter shall or may be in the custody power or control of the Vendors or any person or persons from whom the Vendors can or may procure the same AND TOGETHER WITH other stipulations and provisions in connection with the beneficial use and enjoyment of the said property hereby conveyed or intended to be conveyed so upon execution and registration of this Indenture TO HAVE AND TO HOLD the said property hereby granted sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging there to unto and to the use of the Purchasers absolutely and forever any manner of condition use trust or other things, whatsoever, to alter, defeat encumber or make void the same and free from all encumbrances, charges, liens, claims, demands, mortgages and liabilities, whatsoever, AND FURTHER simultaneously with the

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