

BETWEEN

4733, Mobile No.- 9830653351, son of Late Kshitish Mondal, by faith-Hindu, by occupation-Business, residing at Village - Dhalipara, Mahishgot, P.O - Krishnapur, P.S- Rajarhat Now Newtown, Dist- North 24 Parganas, Pin No- 700 102, West Bengal, by Nationality -Indian, hereinafter called and referred to as the VENDOR, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and/ or assigns) of the FIRST PART.

- AND -

1. RESHMA KHATUN, PAN NO. CMNPK6417N, Aadhaar No. 9865 1042 4077, Mobile No.- 9007580177, Wife of Nasiruddin Azad, Daughter of Abdul Latif, residing at Village - Umarpur, P.O - Ghorshala, P.S.- Raghunathganj, District - Murshidabad, PIN - 742 235, West Bengal, Nationality-INDIAN, By faith- Muslim, by occupation- Service.

2. <u>ABDUR RAHIM</u>, PAN NO. **ARQPR7520K**, Aadhaar No. 2581 3184 8521, Mobile No.- 9007580177, Son of Abdul Latif, residing at Village - Umarpur, P.O - Ghorshala, P.S.- Raghunathganj, District - Murshidabad, PIN - 742 235, West Bengal, Nationality- INDIAN, By faith- Muslim, by occupation- Business, hereinafter called and referred to as the **PURCHASERS**, (which expression unless excluded by or repugnant to the context shall be deemed to include her heirs, administrators, representatives, executors and/or assigns) of the **OTHER PART.**

whereas one Anubasi Mondal, Wife of Late Madar mondal was the absolute owner ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 25 Decimals, be the same a little more or less, corresponding to R.S. Dag No. 555, under R.S. KHATIAN NO. 114/1 (recorded in the name of Anubasi Mondal), lying and situated at MOUZA – JOTBHIM, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of Bamanghata Gram Panchayet District- South 24 Parganas, Kolkata – 700 059, absolutely seized and possessed the same, which is more fully and particularly described in the Schedule hereunder Written.

property ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 25 Decimals, be the same a little more or less, corresponding to R.S. & L.R. Dag No. 555, under R.S. KHATIAN NO. 114/1 (recorded in the name of Anubasi Mondal), lying and situated at MOUZA – JOTBHIM, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of Bamanghata Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal, said Anubasi Mondal, died intestate leaving behind her only Daughter namely Malati Roy (Naskar), as her only legal heir and successor, who inherited the aforesaid property, according to the Hindu Succession Act, and seized and possessed the same.

AND WHEREAS by virtue of inheritance said Malati Roy (Naskar), became the absolute owner of land i.e. ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 25 Decimals, be the same a little more or less, corresponding to R.S. & L.R. Dag No. 555, under R.S. KHATIAN NO. 114/1 (recorded in the name of Anubasi Mondal), lying and situated at MOUZA – JOTBHIM, J.L. 03,

A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of Bamanghata Gram Panchayet in the District of South 24 - Parganas, Kolkata - 700 059, West Bengal and being in peaceful possession over the said property and therefore she died intestate leaving behind three sons namely Biswanath Roy (Naskar), Prasad Roy (Naskar) and Tapas Roy (Naskar), and three daughter namely- Bani Naskar, Radharani Naskar (Sardar) and Purnima Naskar (Mondal), as her only legal heirs and successors, who jointly inherited the aforesaid recorded property, according to the Hindu Succession Act, and jointly seized and possessed the same.

AND WHEREAS by virtue of inheritance said Biswanath Roy (Naskar), Prasad Roy (Naskar), Tapas Roy (Naskar), Bani Naskar, Radharani Naskar (Sardar) and Purnima Naskar (Mondal), became the joint absolute owner of land i.e. ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 25 Decimals, be the same a little more or less, comprising in corresponding to R.S. & L.R. Dag No. 555, under R.S. KHATIAN NO. 114/1 (recorded in the name of Anubasi Mondal), lying and situated at MOUZA – JOTBHIM, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather

Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal and being in peaceful possession over the said property and they jointly transferred the said property to **GOUR MONDAL (Vendor herein)** by virtue of a Registered Deed of Sale vide Deed No. 04141, dated 12.04.2006 Registered in the Office of D.S.R. – III, South 24 Parganas at Alipore and delivered the Physical possession over the same.

AND WHEREAS the said GOUR MONDAL (Vendor herein) became the absolute owner ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 25 Decimals, be the same a little more or less, comprising in corresponding to R.S. and L.R. Dag No. 555, lying and situated at MOUZA – JOTBHIM, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of Bamanghata Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal and recoded his name, under L.R. Khatian No. 884 and being in peaceful possession over the said property.

AND WHEREAS by virtue of aforesaid description, the Vendor herein, became the owner of the below schedule of property and seized and possessed the same and since he has been enjoying the said property free from all encumbrances, interferences and disturbances of any other person or persons whatsoever and paying the Govt. Revenue and other taxes as its sole and absolute Owners and occupier from time to time.

AND WHEREAS while remained in absolute possession and enjoyment of the said land the Vendor herein has agreed to sell and the Purchasers herein have agreed to purchase ALL THAT piece and parcel of Banshbagan presently use as Shali land measuring an area of 5.65 Decimals out of 25 Decimals, be the same a little more or less, comprising in corresponding to R.S. and L.R. Dag No. 555, under L.R. Khatian No. – 884, lying and situated at MOUZA – JOTBHIM, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of Bamanghata Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal, particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY" at or for the total consideration of Rs. 24,44,909/- (Rupees Twenty Four Lakh Forty

Four Thousand Nine Hundred Nine) only free from all encumbrances, liens, lispendens, charges, attachments, claims and demands in any manner whatsoever. The sold land shown on the annexed site plan or map marked by Red Border.

AND WHEREAS at or before the execution of this Deed of Conveyance the Vendor herein doth hereby assure and represent to the Purchasers as follows:-

- THAT the Vendor has a good marketable title in respect of the said

 Property and every part thereof particularly mentioned and described in the Schedule hereunder written.
- b) **THAT** the said Property is free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trust whatsoever or howsoever.
- THAT excepting the Vendor and none else has/have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property or any part thereof.
- d) **THAT** the Vendor **is** legally competent to transfer the said Property and every part thereof.

- e) **THAT** there is no acquisition or requisition proceeding pending nor the Vendor **has** been served with any notice of acquisition or requisition in respect of the said Property or any part thereof.
- THAT no public demand of any kind whatsoever is outstanding against and/or payable by the Vendor in respect of the said Property or any part thereof.
- THAT the Vendor has not entered into any Agreement for Sale,

 Development, Lease, Tenancy or otherwise nor has created any

 interest or right of the Third Party into and upon the said Property

 or any part thereof.
- h) **THAT** the Vendor **has** not obtained any loan from any Bank, Private or Public Financial Institution in respect of the said Property or any part thereof.
- i) **THAT** there is no Bargadar and / or any other occupier on and upon the said Property or any part thereof in any manner whatsoever.
- j) **THAT** the said Property or any part thereof is not under any 'Debuttor' or "Wakf" and it is free from road alignment.
- k) THAT relying upon the aforesaid representations, assurances and covenants made by the Vendor herein and believing the same to be

true and acting on good faith the Purchasers herein **have** agreed to Purchase the said Property and every part thereof in fee simple or an estate equivalent thereto free from all encumbrances, liens, lispendens, charges, mortgages, attachments, acquisitions or requisitions whatsoever and howsoever.

agreement and in consideration of the said sum of Rs. 24,44,909/(Rupees Twenty Four Lakh Forty Four Thousand Nine Hundred Nine)
only paid by the Purchaser to the Vendor at or before the execution of
these presents, the receipt whereof the Vendor doth hereby admit and
acknowledge as per Memo of Consideration given hereunder and of and
from the same and every part thereof forever acquit, release and
discharge the Purchaser, his heirs, executors, administrators,
representative sand assigns and every one of them and also the said
Property, the Vendor as the absolute Owner of the said Property doth by
these presents indefeasibly grant, sell, convey, transfer, assign and
assure unto and in favour of the Purchaser, his heirs, executors,
administrators, representatives and assigns free from all