

02CC 496069

-2-

Lane, P.S. Bhawanipur, Kolkata - 25, at present residing at 2/73, Azadgarh, P.O. & P.S. Regent Park, Kolkata - 40, 3) **M/S. KANTI ENGINEERING COMPANY**, having its Principal place of business at 128, Hazra Road, Room No.3, P.S. Bhowanipore, Kolkata - 700026, being represented by its following Partners : i) **SRI KANTIMOY DAS**, son of Late Keshab Chandra Das, ii) **SRI KANAKMOY DAS**, son of Late Keshab Chandra Das, iii) **SRI SNEHAMOY DAS**, son of Late



The Vendor No. 2 of the above mentioned property is being represented by the undersigned, a qualified ATTORNEY AT LAW, the wife of Smt. K. K. Das, by Mr. T. N. Das, a Housewife, of 7C, ... -3- ... P.O. & P.S. Rajpur Park

Keshab Chandra Das, all by faith Hindu, by occupation Business, all of 47H, Ballygunge Terrace, P.S. Lake, Kolkata - 700029, all jointly hereinafter referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, administrators, legal representatives, successors-in-interests and assigns) of the **ONE PART**:

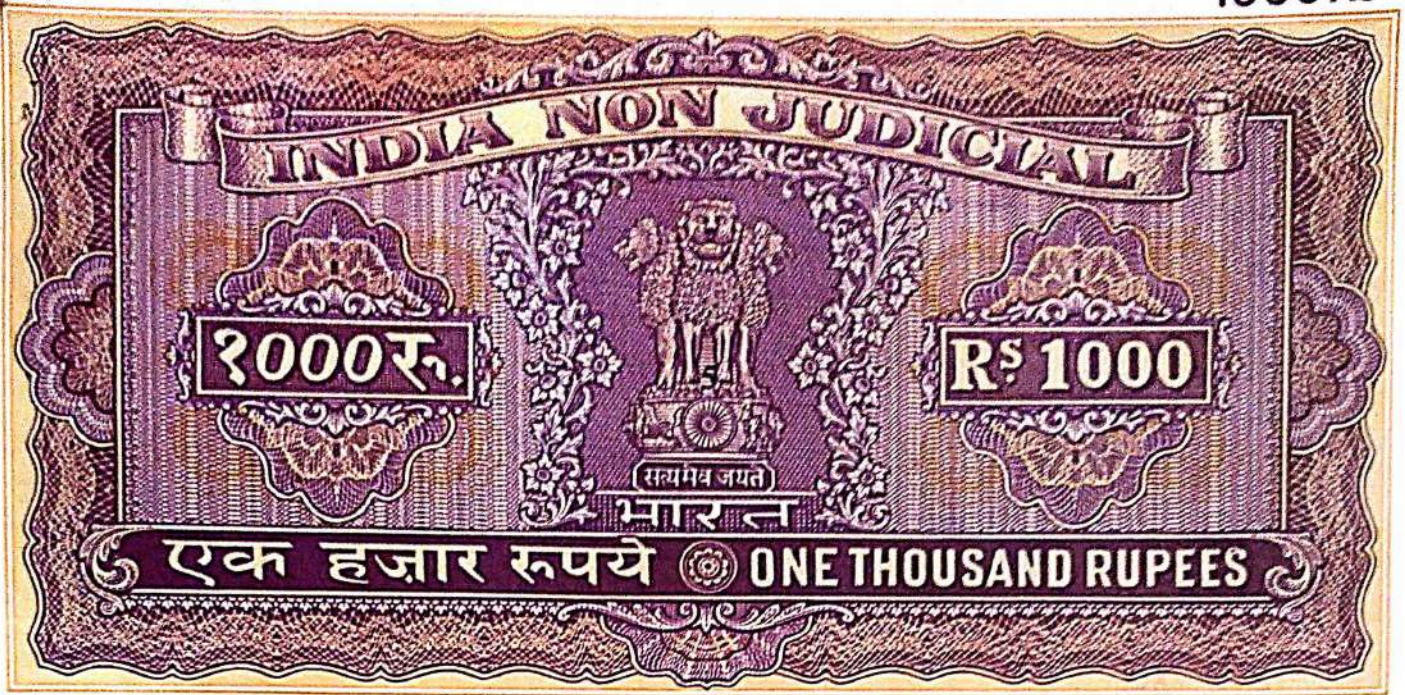
[Handwritten signature]

[Handwritten signature]



-4-

The Vendor No.2 Soumendra Kumar Basu, is being represented by his nominated, appointed, constituted ATTORNEY SMT. TAPATI BASU, wife of Soumendra Kumar Basu, by faith Hindu, by occupation Housewife, of 7C, Bijoy Mukherjee Lane, P.S. Bhawanipur, Kolkata - 25, at present residing at 2/73, Azadgarh, P.O. & P.S. Regent Park, Kolkata - 40, by virtue of a Deed of General Power of Attorney, which was registered on 14.8.03, in the office of the District Sub-Registrar-IV, and the said Deed had been recorded in Book-IV, Deed No.0166 for the year 2003.



By virtue of a Deed of Sale bearing date the 1st day of July 1958, which was registered in the office of the District Sub-Registrar at ... the said Deed had been recorded in Book-I, volume No 178, ... in the year 1960, one Chandroy ... of 57, Daljunge ... P.S.

-5-

AND

1) **SRI SANTOSH KUMAR DATTA**, son of Late Tarak Chandra Datta, by faith Hindu, by occupation - Retired, 2) **SRI RANJAN KUMAR DATTA**, son of Sri Santosh Kumar Datta, by faith Hindu, by occupation Business, 3) **SMT. SHIPRA DATTA**, wife of Sri Ranjan Kumar Datta, by faith Hindu, by occupation Business, all are residing at 110/24A, Selimpore Road, P.S. Jadavpur, Kolkata - 700031, all jointly hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART**:



-6-

WHEREAS by virtue of a Deed of Sale bearing date the 1st day of June, 1988, which was registered in the office of the District Sub-Registrar at Alipore and the said Deed had been recorded in Book-I, volume No.128, pages from 184 to 193, Deed No.6181, for the year 1988, one Chinmoy Das, son of Late Keshab Chandra Das, of 47, Ballygunge Terrace, P.S. Dhakuria, Kolkata - 29, therein mentioned as the Purchaser, purchased a plot of land measuring an area a little more or less 4 cottahs 14 chittaks 18 sft. Being scheme Plot No.'A', lying within R.S. Dag No.2137, appertaining to R.S. Khatian No.645, of Mouza - Elachi, J.L. No.70, within the limits of Rajpur-Sonarpur Municipality, under Ward No.24, R.S. No.223, District Collectorate's Touzi No.100, Pargana - Magura, Sub-Registry office Baruipur now Sonarpur, P.S. Sonarpur, District South 24-Parganas, from the then owner and possessor Smt. Rekha Mitra, wife of Late Amiya Kumar Mitra, of 62C, Pratapaditya Road, P.S. Tollygunge, Kolkata - 26, therein mentioned as the Vendor.

the 23rd day of June, 1999, by which he gave and bequeathed his aforesaid purchased land to and in favour of his beloved Sister Mrs. Sabita Das, the Vendor No.1 herein, and in the said Will his brother Jyotirmoy Das, son of Late Keshab Chandra Das, was appointed as sole executor of his said last Will and the said Jyotirmoy Das had died on 24.12.2001.

AND WHEREAS said Chinmoy Das died on 6.8.1999, leaving behind his above noted last Will dated 23.6.1999. After his demise, on being prayed in the court of the Ld. District Delegate, Alipore vide Act, 39, Case No.63 of 2002 (L.A.), said Mrs. Sabita Das, therein mentioned as the Petitioner and herein mentioned as the Vendor No.1, was granted Probate by the court of the Ld. District Delegate, Alipore on 11.4.2003. And whereas by virtue of the said Will bearing date 23.6.1999, left by said Chinmoy Das since deceased and by virtue of said Probate, the Vendor No.1 Mrs. Sabita Das became absolute owner and possessor in respect of the said land measuring an area more or less 9 cottahs 6 chittaks 18 sft. Lying within R.S. Dag No.2137, of Mouza - Elachi, P.S. Sonarpur, District South 24-Parganas, morefully described in the schedule hereunder written.

AND WHEREAS by virtue of a Deed of Sale bearing date the 1st June, 1988, which was registered in the office of the District Sub-Registrar at Alipore and the said Deed had been recorded in Book-I, volume No.128, Pages from 174 to 183, Being No.6180, for the year 1988, Sri Soumendra Kumar Basu, therein mentioned as the Purchaser and herein mentioned as the Vendor No.2, purchased a plot of land measuring an area a little more

or less 4 cottahs 8 chittaks, being Scheme Plot No.'B', lying within the said R.S. Dag No.2137, of the said Mouza - Elachi, P.S. Sonarpur, District South 24-Parganas, from the then owner and possessor said Smt. Rekha Mitra, wife of late Amiya Kumar Mitra, therein mentioned as the Vendor. And whereas by virtue of such purchase the Vendor No.2 Sri Soumendra Kumar Basu became absolute owner and possessor in respect of the said land measuring area more or less 4 cottahs 8 chittaks, lying within the said R.S. Dag No.2137 of Mouza Elachi, P.S. Sonarpur, District South 24-Parganas, more fully described in the schedule hereunder written.

AND WHEREAS by virtue of a Deed of Sale bearing date the 1st June, 1988 which was registered in the office of the District Sub-Registrar at Alipore and the said Deed had been recorded in Book-I, volume No.128, Pages from 194 to 204, Being No.6182 for the year 1988, M/S. KANTI ENGINEERING COMPANY, therein mentioned as the Purchaser and herein mentioned as the Vendor No.3, purchased a plot of land measuring an area a little more or less 4 cottahs 8 chittaks, being Scheme Plot No.'D' lying within the said R.S. Dag No.2137, of the said Mouza - Elachi, P.S. Sonarpur, District south 24-Parganas, from the then owner and possessor said Smt. Rekha Mitra, wife of late Amiya Kumar Mitra, therein mentioned as the Vendor. And whereas by virtue of such purchase the Vendor No.3 M/S Kanti Engineering Company became absolute owners and possessors in respect of the said land measuring area more or less 4 cottahs 8 chittaks, lying within the said R.S. Dag No.2137 of the said Mouza - Elachi, P.S. Sonarpur, District south 24-Parganas, morefully described in the schedule hereunder written.

AND WHEREAS from the Western side the said Scheme Plot Nos. " A, B, C, D " lying and situate side by side adjacent to each other respectively aggregating total land measuring an area a little more or less 18 cottahs 6 chittaks 18 sft., lying within the said R.S. Dag No.2137, relating to R.S. Khatian No.645 of Mouza - Elachi, J.L. No.70, P.S. Sonarpur, District South 24-Parganas, more fully described in the Schedule hereunder written, and hereinafter referred to as the " Said Scheduled Property ". That said Smt. Rekha Mitra duly purchased the said Scheduled property from the then owner and possessor Sri Bhuban Chandra Mondal, son of Jitendra Nath Mondal, of Nayabad, District South 24-Parganas, by virtue of a Deed of Sale bearing date 16.8.67, which was registered in the office of the Sub-Registrar Baruipore and the said Deed had been recorded in Book-I, volume No.105, Pages from 238 to 241, Being No.8279, for the year 1967, therein Smt. Sundari Bala Mondal, wife of Jitendra Nath Mondal of Nayabad, signed and executed as the Confirming party.

AND WHEREAS the Vendors mutated their names in respect of their above noted respective plots of land, in the records of appropriate authorities. And whereas the vendors are now lawfully seized and possessed of and sufficiently entitled to the said scheduled property as its absolute owners and possessors, in fee simple, free from all encumbrances.

AND WHEREAS to meet financial necessities, the vendors jointly declared to sell the said scheduled property including all their right, title, interest, possession, more fully described in the schedule below, at or for

the price of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only, considering the said price as the market price for the present and the purchasers Sri Santosh Kumar Datta, Sri Ranjan Datta and Smt. Shipra Datta, agreed to purchase the said scheduled property, more fully described in the Schedule hereunder written, at a consolidated price of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only truly paid by the purchasers to the vendors simultaneously with the execution of this Deed (the receipt whereof the vendors do hereby admit and acknowledge as hereinafter mentioned in the memo of consideration) the said vendors as owners of the said scheduled property do hereby indefeasibly grant, convey, sale, transfer, assign and assure unto and to the use of the said purchasers free from all encumbrances **ALL THAT** the said scheduled property including all trees, plants, liberties, privileges with all using rights and all rights of ingress and egress including all easement rights belonging to the said scheduled property **AND ALL** rights, title, interest, shares, possession rents, profits, claims, demand whatsoever of the vendors into or upon the said scheduled property and every part thereof **TO HAVE AND TO HOLD** the said scheduled property free from all encumbrances, hereby sold, transferred unto the purchasers absolutely and forever.

That the vendors do hereby covenant with the purchasers that notwithstanding any acts, deeds hereto before done, executed or knowingly suffered to the contrary the vendors are now lawfully seized

and possessed of the said scheduled property free from all encumbrances, liens, lispendens, attachments, charges or defects whatsoever AND the said scheduled property is not under any Debottor or Pirottor Property AND the said scheduled property is neither affected by any Scheme of C.I.T. nor by any scheme of C.M.D.A. AND the said Scheduled property is not notified to be acquired under the land Acquisition Act, or not requisitioned by the Govt. nor by any public body whatsoever OR the said scheduled property is not vested by the Government and there is no suit or dispute or case pending in any court in respect of the said scheduled property AND the said scheduled property had not been sold, mortgaged, leased, transferred, gifted whatsoever in any way by the Vendors and there is no co-sharer in respect of the said scheduled property and the vendors have full power and absolute authority to sell, transfer the said scheduled property in manner aforesaid.

That the purchasers Sri Santosh Kumar Datta, Sri Ranjan Kumar Datta and Smt. Shipra Datta, including their heirs, executors, administrators, legal representatives and assigns, shall at all times hereafter peaceably and quietly hold possess and enjoy the said scheduled property with absolute right to sell, transfer, gift, mortgage, lease, convey whatsoever as its absolute owners and possessors without any lawful eviction claim, interruption, demand whatsoever from the vendors or any persons claiming through or under or in trust from the Vendors.

That the vendors covenant with the purchasers to save the said scheduled property harmless and shall at all times hereafter indemnify and keep

indemnified the purchasers from or against all encumbrances, losses, damages, charges whatsoever.

THAT the vendors shall at the request and at the costs of the purchasers do or execute or cause to be done or executed all such lawful acts, deeds, whatsoever for further and more perfectly conveying and assuring the said scheduled property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed, in favour of the Purchasers. That simultaneously with the completion of this purchase the peaceful vacant possession of the said scheduled property shall be made over by the vendors to the purchasers absolutely and forever.

BE IT FURTHER STATED BY THE VENDORS that the purchasers with their heirs, executors, administrators, legal representatives and assigns shall be entitled to enjoy all rights of ingress and egress and all using rights including all easement rights over and through Road/passage adjacent or contiguous to the said scheduled property shown in the map or plan annexed herewith and the purchasers have all rights and liberties to arrange ~~for arrange~~ for electric connections, water pipe connections drainage system over and through the said Road/passage.

THAT the purchasers shall have all right to mutate their names as owners and possessors in respect of the said scheduled property in the records of the appropriate authorities in that event, this Deed shall be treated as the full and final consent of the Vendors for separate Mutation and separate Assessment.

Am Jan

THAT the vendors shall pay all rates and taxes and land revenues and other outgoing charges to the appropriate authorities, in respect of the said scheduled property, upto the date of registration of this Deed.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of Rayata Dakhali Sattya Sali land measuring an area a little more or less 18 (eighteen) cottahs 6 (six) Chittacks 18 (Eighteen) sft., lying and situate within R.S. Dag No.2137 (two thousand one hundred thirty seven) appertaining to R.S. Khatian No.645 (six hundred forty five) of Mouza Elachi, J.L. No.70, within the limits of Rajpur-Sonarpur Municipality, under Ward No.24, R.S. No.223, District Collectorate's Touzi No.100, Pargana - Magura, Sub-Registry office Baruipore now Sonarpur, P.S. Sonarpur, District South 24-Parganas, including all rights of ingress and egress and all easement rights together with all right, title, interest, share, possession of the Vendors are the said scheduled property hereby sold and transferred by the Vendors to the Purchasers of this Deed, absolutely and forever. Proportionate annual land revenue of the said scheduled property the sum of Rs.1.70/- payable to the Collector of this District, in favour of the Government of West Bengal. The said scheduled property lying within L.R. Dag No.2987.

The said total land more particularly shown and delineated with the colour **RED** in the map or plan annexed herewith which being part and parcel of this Deed.

The said total land hereby butted and bounded as follows :

On the North : Portion of R.S. Dag No.2137.

On the South : Mouza - Jagaddal, J.L. No.71.

On the East : Land of Bechu Mondal thereafter Cannal.

On the West : School Road.

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

WITNESSES:

1) *[Handwritten signature]*
24/12/2018

2) *[Handwritten signature]*
11/9 Selani Gae Road
cat 31

[Handwritten signature]
for self and constituted attorney for
Kanakmoy Das.
[Handwritten signature]

Japati Basu.
as a constituted
attorney for
Soumendra kr Bose.

Sabita DAS

SIGNATURE OF THE VENDORS.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only from the above named purchasers by the within named vendors being the full consideration money as per memo below:-

- (i) Pay order No. '058499' dated 23.9.03. Allahabad Bank, branch Golpark, in favour of Mrs. Sabita Das. Rs. 2,00,000.00.
 - (ii) Pay order No. '720500' dated 24.9.03 Indian Bank, Branch. Jodhpur Park in favour of Soumendra Kumar Basu. Rs. 1,00,000.00.
 - (iii) Pay order No. '720499' dated 24.9.03 Indian Bank Branch Jodhpur Park in favour of M/s. Kanti Engineering Company. Rs. 1,00,000.00
 - (iv) Paid by cash Rs. 1,50,000.00
- Total Rs. 5,50,000.00

RUPEES FIVE LAKH FIFTY THOUSAND ONLY.

WITNESSES:

- 1. Ashis Kumar Mondal
27/13 Saluni Post Road
Col-31
- 2. Kishore Kulkarni
11/9 Saluni Post Road
Col-31

Drafted by me:

Bejoy Paul
Advocate
Alipore Police Court
Kolkata-27,
w/13 591/80,
Printed by me:

Ashis K. Mondal.

(ASHIS KUMAR MONDAL)
Alipore Police court, Cal-27.

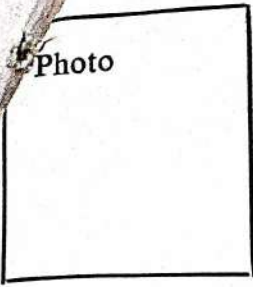
Kanti Mohan
for self and constituted attorney for
Kanak Mohan Das.

[Signature]

Jasati Basu.
as a constituted
attorney for
Soumendra K. Bose.

Sabita Das
SIGNATURE OF THE VENDORS.

Thumb 1st finger middle finger ring finger small finger



left hand

right hand

VENDORS.

Name.....

Signature.....



left hand

right hand

Name Santimay Das

Santimay Das

Signature.....



left hand

right hand

Name Subanay Das

Subanay Das



left hand

right hand

Name Sabita Das

Sabita Das

Signature.....



left hand

right hand

Name.....
Signature Japoti Basu

Japoti Basu

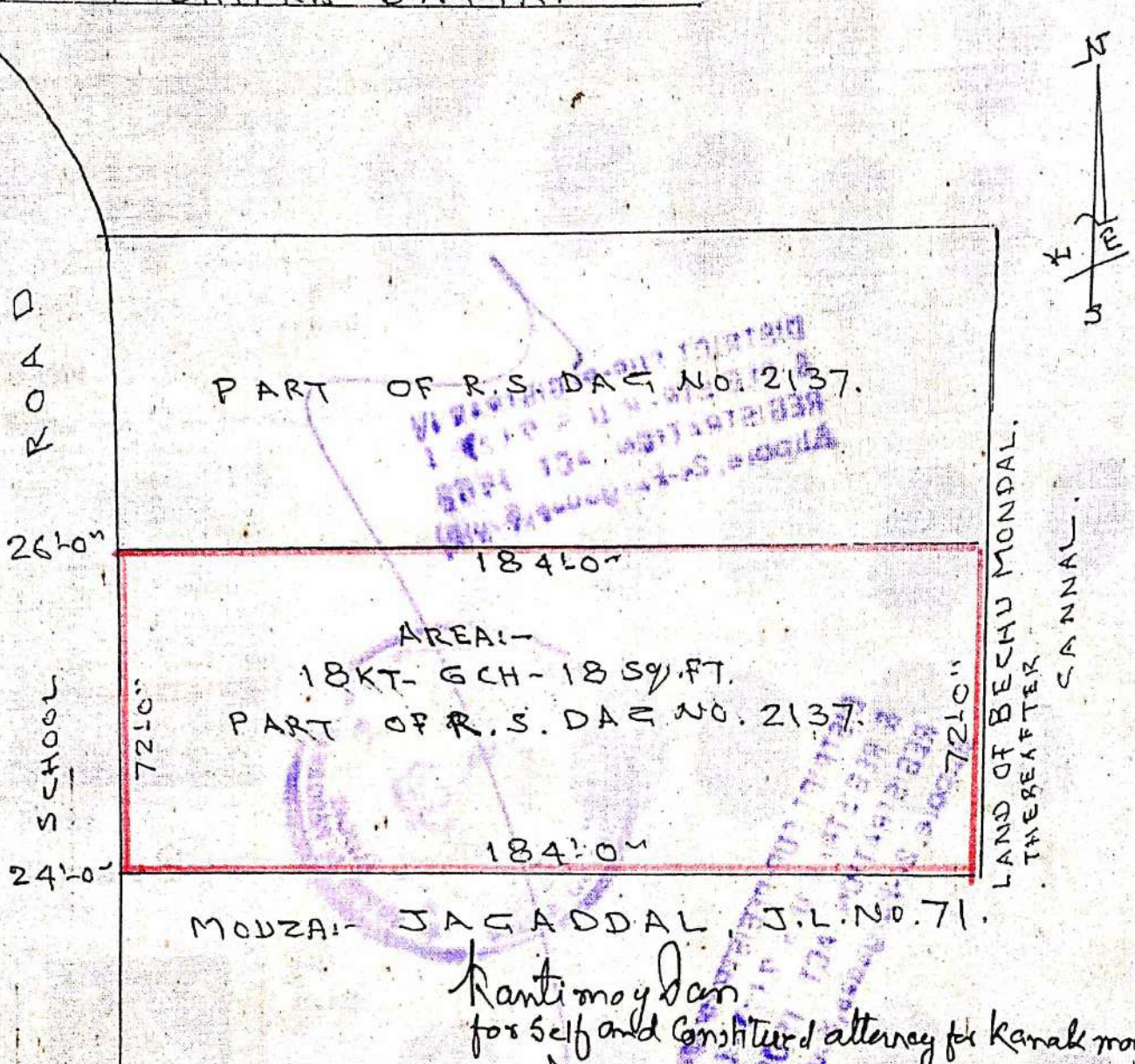
THE PLAN OF PART OF R.S. DAG NO. 2137. L.R. DAG = 2987
R.S. KHATIAN NO. 645, OF MOUZA - ELACHI.
J.L. NO. 70. R.S. NO. 223. TOUZI NO. 100.

PARGANA - MAGURA. P.S. SONARPUR. UNDER
RAJPUR - SONARPUR MUNICIPALITY WARD NO. 24.

DIST. SOUTH 24-PARGANAS. SCALE - 1" IN CH = 40' 0"

LAND AREA - 18KT-GCH-18 SQ. FT. (APPX) IS SHOWN IN RED
LINES:-

NAME OF PURCHASERS:- (1) SRI. SANTOSH
KUMAR DATTA. (2) SRI. RANJAN KUMAR DATTA.
(3) SMT. SHIPRA DATTA.



MOUZA - JAGADDAL. J.L. NO. 71.

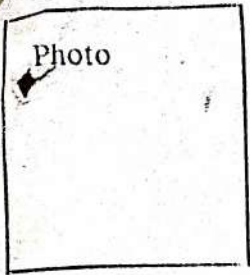
Kanti may Das
for self and constituted attorney for Kamal may Das.

Japati Basu as a constituted attorney for Soumendra Kn. Bose.

Sabita Das

TRACED BY:-
R.C.K.
(DIMAN)

Thumb 1st finger middle finger ring finger small finger



left hand

right hand

PURCHASERS.

Name



left hand

right hand



Santosh Kumar Datta

Name

Signature *Santosh Kumar Datta*



left hand

right hand



Ranjan Kumar Datta

Name

Signature *Ranjan Kumar Datta*



left hand

right hand



Shyama Datta

Name

Signature *Shyama Datta*



left hand

right hand

Name

Signature

Handwritten note: *Handwritten text, possibly 'Handwritten Main D-11'*

Handwritten number: *1131*



DISTRICT CLERK-REGISTRAR IV
& REGISTERED 7(1) f
REGISTRATION ACT 1908
Handwritten signature
(Falganas, South)

Handwritten signature: *26 g [Signature]*