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(1) SMT. ANJALI NANDY, wife of Late Swadesh Ranjan Nandy, by religion Hindu, by occupation Housewife, (2) SRI ACHINTYA NANDY, soh of Late Swadesh Ranjan Nandy, and (3) SRI JAYANTA NANDY, son of Late Swadesh Ranjan Nandy, by religion Hindu, by occupation Service, all residing at 412, Rani Rashmoni Bagan, Santoshpur, Police Station Kasba, Calcutta-700075, hereinafter referred to as the PURCHASERS (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assigns) of the OTHER PART.

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WHEREAS one Suburban Agricultural Dairy Fisheries Itd., having its registered office at 75, Badridas Temple Street, Gouribari, P.S. Manicktola, Calcutta, filed a suit for partition against Kumud Krishna Mondal and others before the 3rd Court of Subordinate Judge at Alipore being Title Suit No.16, of 1941 in respect of the property situated under Mouza -Nayabad, under Khatian No. 117 and 118, Dag No. 195 and 196, P.S.Kasba, in the District South 24-Parganas, alongwith other properties.

AND WHEREAS after hearing both the parties the Ld. Court was pleased to decreed the suit in preliminary form and final ...decree



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decree was drawn and on the basis of the Ld.Commissioner's report and the necessary allotments by demarcation were made among the parties and on the basis of respective allotments the parties in suit were in possession.

AND WHEREAS one Bholanath Mondal was the Defendant No.4 in the said Partition Suit, and the said Bholanath Mondal during the pendency of the partition suit died intestate on 26.8.1942 leaving his widow wife Smt. Kamala Bala Mondal and son Sri Gorachand Mondal as his legal heirs and representatives. And the legal heirs of Bholanath Mondal since deceased, were substituted in place of said Bholanath Mondal as Defendant No.4(Kha) and 4(Kha) in the said suit.

AND WHEREAS by virtue of the Fartition Smt. Kamala Bala
Mondal and Sri Gorachand Mondal being the legal heirs of
...Late

Late Bholanath Mondal at present residing at 81/3, Tollygunge Road, under Police Station Tollygunge, Calcutta-700033 has been allotted and demargated 20 Bighas of Sali land along with other properties and the same has been morefully described in the said Schedule "MORDHENNONA" of the said final decree in Title Suit No.16 of 1941.

AND WHEREAS on the basis of the Partition decree the said Smt. Kamala Bala Mondal and Sri Gorachand Mondal thus seized and possessed and enjoyed the said property after mutated their names in the office of the Municipality and paying the taxes regularly.

AND WHEREAS said Sri Gorachand Mondal, son of Late Bholanath Mondal made a registered General Power of Attorney in favour of his mother Smt. Kamala Bala Mondal at 81/3, Tollygunge Road, Police Station Tollygunge, Calcutta-700033 for sale, gift, mortgage or any kind of transfer on his behalf as he is living in Canada working for gain in respect of his immovable properties.

AND WHEREAS by virtue of the said Power of Attorney and for his necessities said Smt. Kamala Bala Mondal made an agreement for Sale on 11.10.1980 of their 20 Bighas of Sali land which is situated in Dag Nos. R.S. 195 and 196, C.S. Dag No.102, R.S.Khatian Nos.117 and 118, J.L.No.25 in Mouza Nayabad, P.S.Kasba in the District of 24-Parganas in respect

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of their respective shares in the property with Sri Sasanka Sekhar Chowdhury, son of Late Kali Krishna Chowdhury of 5/21, Bijaygarh, under Police Station Jadavpur, Calcutta-700032 and Sri Dhirendra Nath Moitra, son of Sri Bhuban Mohan Moitra of 2/65, Gandhi Colony, Police Station Tollygunge, Calcutta-700040, for valuable consideration.

AND WHEREAS Sri Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Moitra filed a suit for specific performance of contract in the Court of the Ld.3rd Court of Subordinate Judge at Alipore, being Title Suit No.264 of 1982 against said Smt. Kamala Bala Mondal and Sri Gora Chand Mondal. The suit was decreed on 29.3.1984 in favour of Sri Sasanka Sekhar Choudhury and Sri Dhirendra Nath Moitra with a direction to deposit the balance amount in court.

AND WHEREAS after such judgement of Mr. B.K.Lala the Ld.

3rd Court of Subordinate Judge at Alipore and in compliance
with the Direction Sri Sasanka Sekhar Chowdhury and Sri
Dhirendra Nath Moitra deposited the balance amount of \$5.59,000/(Rupees fifty_nine thousand) only in court vide Challan

No.20670 (V) on 1.8.1984 and after full satisfaction of the
Learned Court the Sale Deed was made on 12.12.1984 and duly
executed a Deed registered in favour of Sri Sasanka Sekhar
Chowdhury and Sri Dhirendra Nath Moitra through Court.

AND WHEREAS being in need of money said Sri Sashanka Sekhor
Chowdhury and Sri Dhirendra Nath Moitra sold out their lands
to different Furchasers out of which 16 cottahs of land has
been purchased by one Smt. Minati Chowdhury, wife of Sri Prabir
Chowdhury of Mahamati Nagar, Birati, by a registered Deed of
Sale.

AND WHEREAS after the said purchase, said Smt. Minati Chowdhury sold out a plot of land 2 cottahs 12 chittaks 36 sq.ft. beithe same a little more or less being Scheme Plot No.25, comprised in Dag No.195(R.S.) appertaining to R.S.Khatian No.117, 118 of M Mouza Nayabad, J.L.No.25, P.S.Kasba to the Vendor herein in the year 1985 by a registered Sale Deed. The said Sale Deed registered in the office of the District Sub_Registrar at Alipore wherein the same has been recorded as in Book-I, Volume No.316, Pages 218 to 232 Being No.11225, for the year 1985 of the said office.

AND WHEREAS after the said purchase, the Vendor herein mutated her name with the records of the Calcutta Municipal Corporation wherein the said particular plot has been recorded as Premises No.931, Nayabad, within the C.M.C.Ward No.109 and in possession over the said plot free from all encumbrances.

AND WHEREAS due to financial problem, the Vendor herein has decided to sell his said plot at or for a total price of %.92,500/- (Rupees ninety-two thousand five hundred) only and knowing the intention of the Vendor herein, the purchaser herein has negotiated with the vendor and proposed to purchase the said plot at or for the said price as fixed by the vendor and paid the said total consideration as agreed upon.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of %.92,500/-(Rupees ninety_two thousand five hundred) only paid by the Rurchasers to the vendor at or before execution of this presents (receipt

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of which the vendor doth hereby admits and acknowledges and of and from the same and every part thereof acquit, release and discharge the purchasers, their heirs, representatives and assigns and everyone of them) and also the said property the Vendor lawful owner doth indefeasibly grant, sell, convey and transfer, assign and assure this unto the Purchasers, their heirs, executors, representatives and assigns ALL THAT the said piece and parcel of land measuring more or less 2 cottahs 12 chittaks 36 sq.ft. the portion of Scheme Plot being No.25 known as U.B.I. DPK Housing Complex, Block-A, P.S.Kasba, morefully described in the Schedule hereunder written OR HOWSOEVER otherwise the same is or are heretofore was or were situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, paths, passages, drains, water, water-course, yards and all manner or rights, liberties, privileges, easement, appendages and appurtenances walls yards, court-yards and benefit and advantage or ancient and other lights whatsoever belonging or in any way appurtaining in the said together with all the documents of title exclusively relating to the said plot of land which which are now or hereafter may be in the custody or power of the vendor without any action in law AND the reversion reminder or reminders, rents, issues and profits thereof and of every part thereof AND all the estate, right, title, use, inheritance, trust, property claim and demand whatsoever both at law and in equity that the vendor unto and upon the said property or every part thereof AND all Deeds, paths, writings and evidence on title which in any wise relate to the said property or any parcel thereof and which now are or hereafter shall or may

be in the custody, power and possession of the vendor his heirs, executors, administrators and representatives or any person or persons from whom she can or may procure the same or without action or suit or atlaw and equity TO HAVE AND TO HOLD the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed or intended as to be with their rights, numbers and appurtenances unto and to the use of the purchaser, their heirs, executors, administrators, representatives and assigns for ever AND the Vendor do hereby for himself, heirs, executors, administrators, representatives and assigns THAT NOTWITHSTANDING any act, deed or thing whatsoever by the vendor or by any of his predecessors and ancestors in title donr or executed or knowingly suffered to the contrary the vendor and at all material times hereto before and now have good right, absolute authority and indifeasible title to grant, convey, sell, 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 purchasers, their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the vendor or any person or persons lawfully and equitably claiming from under or intrust for them or from or under any of their predecessors or ancestors in title ALL THAT from and clear freely and

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clearly and absolutely acquited exonerated and released to otherwise by and at the cost and expenses of the vendor well and sufficiently indemnified or from and against all and all manner or claim/claims, liens, charges, debts attachments and encumbrances whatsoever or made or suffered by the Vendor or any of their heirs, executors, predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them or from or under any of their heirs, executors, assigns, shall and will from time to time and at all times hereafter at the request and costs of the purchasers, their legal heirs, executors, administrators and representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for future better and more perfectly assuring the said property and every part thereof UNTO and to the use of the Purchasers, their heirs, executors, administrators, representatives, and assigns and further that the vendor and all his beirs, executors, and administrators shall at all times hereifter indemnified keep indemnified the purchasers, their heirs, executors, administrators, legal representatives against all losses, damages, costs, charges and expenses if any suffered by reason or any defect in the title of the vendor or any breach of the covenants hereunder contained.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of the land measuring 2(two) cottahs
12(twelve) chittaks 36(thirty_six) sq.ft. be the same a little
more or less SALI LAND being Scheme Plot No.25 as shown in the

attached site plan comprised in R.S.Dag No.195, appertaining to R.S. Khatian No. 117 and 118 of Mouza Nayabad, J.L. No. 25, Touzi No.56 in Block 'A', Police Station Kasba, being its C.M.C. Premises No. 931, Nayabad Street No. 8, C.M.C. Ward No. 109, District South 24-Parganas, which is used for cultigation and butted and bounded by :

NORTH: 30' ft. wide Road.

SOUTH : Scheme Plot No.37.

EAST : Scheme Plot No. 24.

WEST : Scheme Plot No.26.

IN WITNESS WHEREOF the Vendor herein has put his hand on this the day, momth and year first above written.

IN PRESENCE OF

1. Nebayan Carrabonty:

D. P. K. Horring Complex,
Nayaso a), Marchapur. Junt fluide Thursdi

Car. 28. Signature of the Vendor.

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