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(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successors-in-Office, representatives and assigns) of the ONE PART

SMT . BABLA GUHA ROY, Wife of Sri Tapan Guha Roy, by faith-Hindu, by occupation-Housewife, residing at 10/4, Panchanantola Road, P.S. Thakurpukur, Kolkata - 700 041, hereinafter called and referred to as the" PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, successors, legal representatives and assigns) of the OTHER PART:

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WHEREAS ALL THAT piece or parcel of SALI LAND measuring an area of 4 (Four) Cottahs 12 (Twelve) Chittack be the same a little more or less situated and lying at Mouza-Purba Barisha, J.L.No. 23, R.S. No. 43, Collectorate No. 6 & 240, under Scheme Plot Nos. 17 & 18, Pargana -Khaspur, Sub-Registry Office at Behala, comprising in C.S. Khatian No. 1377 and R.S. Khatian No. 2206, appertaining to C.S. and R.S.; Dag No. 3603, P.S. Thakurpukur, at presen within the limits of The Kolkata Municipal Corporation, under Ward No. 124, in the District of South 24-Parganas, together with all easements rights on all the common passa ges and other passage thereto, which is morefully and part cularly mentioned and described in the Schedule hereunder written and more particularly delineated in the Map or Pla annexed hereto shown in RED border line thereto, is hereby sold, conveyed and transferred by these presents, free from all sorts of encumbrances, charges, attachments whatsoever

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AND WHEREAS the aforesaid property alongwith the other properties is originally hold, owned and possessed jointly by Sri Ashit Kumar Basu and Sri Brindra Kumar Basu, both Sons of Late Abinash Chandra Basu and Smt. Amiya Basu, Wife of Late Narendra Kumar Basu all of Village Barisha, P.S. Behala, District South 24-Parganas.

AND WHEREAS the aforesaid Owners executed a Mourasi Patta Deed (Permanent Lease Deed) on 26th day of December, 1952 in respect of their aforesaid entire landed properties in favour of one Sri Hari Charan Guha, Son of Late Tarini Charan Guha of 153, Gandhi Colony, Tollygunge, P.S. Jadavpur, District-South 24-Parganas, Kolkata-700 040 at an Yearly Rental of & 33,60 per Bigha payable to the Sheresta of the aforesaid Land Owners, who accepted and/or received & 2,981.25 only as Salami from the said Hari Charan Guha. The aforesaid Patta Deed was duly registered in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 33, Pages-23 to 26 Being No. 2170 for the year 1952.

AND WHEREAS the said Hari Charan Guha simultaneously at the time of execution of the said Permanent Lease Deed also executed a Kubolati Deed and/or Agreement, under and in favour of the said Sri Ashit Kumar Basu and others by declaring thereby that the said Hari Charan Guha would pay the aforesaid Yearly Rent to the said Ashit Kumar Basu and Others.

AND WHEREAS since then said Hari Charan Guha had been possessing the said land by paying the Yearly Rent of the said property of the said Sri Ashit Kumar Basu and Others and had become Rayoti under the Govt. of West Bengal as per Section—4 of the West Bengal Land Reforms Act, 1955 and had been paying

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the Rent directly to the Government of West Bengal, through the Collector, South 24-Parganas and had been cultivating the said land as its sole and lawful owner thereof.

AND WHEREAS the said Hari Charan Guha had made a Scheme
Plan in respect of the said property by dividing the said land
into several various pieces of small plots by showing the common
passages thereof for the purpose of selling the same to the intending purchaser/s and/or buyer/s.

AND WHEREAS by virtue of a registered Deed of Sale bearing dated 26th day of October, 1998, registered in the Office of Additional District Sub-Registrar at Behala, South 24-Parganas and recorded in Book No.I, Volume No. 2, Pages-335 to 344, Being Deed No. 123, for the year 1999, said Hari Charan Guha sold, conveyed, transferred and assigned the 3 Nos. plots of total land measuring 7 Cottahs 6 Chittacks more or less being Scheme Plot Nos. 17, 18 and 19 of Mouza-Purba Barisha, J.L. No. 23, R.S. No. 43, comprising in C.S. & R.S. Dag No. 3603, appertaining to C.S. Khatian No. 1377 and R.S. Khatian No. 2206, P.S. Thakurpukur, in the District of South 24-Parganas to M/S. Woodacre Travels Private Limited the Vendor herein, free from all sorts of encumbrances, charges and attachments whatsoever.

AND WHEREAS AFTER purchased the said property, the Vendor herein have sold, conveyed, transferred and assigned one of the said Scheme Plot No. 19, measuring 2 Cottahs 9 Chittacks 11 Sft. out of land measuring 7 Cottahs 6 Chittacks by way of a registered Deed of Conveyance dated 13th day of February, 2003 to one Sri Swarup Kumar Mandal and Smt. Debala Bala Mandal and have lawfully

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seized, possessed and enjoyed of or otherwise well and sufficiently entitled to the rest property described fully in the Schedule here under written and delineated in the Map or Plan and bordered by REColmur thereof is annexed hereto as its absolute owner and indefeasible estate in fee simple free from encumbrances and intended to be hereby granted, conveyed and transferred.

AND WHEREAS after physical measurement the said rest land of plot Nos. 17 & 18 has been shown as 4 Cottahs 12 Chittacks in place of 4 Cottahs 12 Chittacks 34 Sft. (i.e. said 34 Sq.Ft. land has been adjusted for Road as Corner of the said plot).

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AND WHEREAS for various larged measure, the Vendor herein have agreed to sell the said Scheme Plot Nos. 17 & 18 measuring 4 Cottahs 12 Chittacks of Mouza-Purba Barisha, J.L. No. 23, R.S. No. 43, under C.S. Khatian No. 1377 and R.S. Khatian No. 2206, R.S. & C.S. Dag No. 3603, P.S. Thakurpukur, Dist. South 24-Parganas, with in the limits of The Kolkata Municipal Corporation, Ward No. 124, which is morefully mentioned and described in the Schedule hereunde written and more particularly delineated in the Map or Plan and bordered by RED Colour thereof is annexed hereto at or for the reasonable Consideration sum of Rs. 2,00,000/- (Rupees Two Lacs)only and the Purchaser herein comming to know the said intension of the Vendor has agreed to purchase the said property by the said Consideration money, free from all sorts of encumbrances, charges, attachments whatsoever.

# NOW THIS INDENTURE OF SALE WITHNESSETH AS FOLLOWS:

That in pursuance of the said agreement and in consideration of the said sum of Rs. 2,00,000/- (Rupees Two Lacs) only paid by the Purchaser herein unto the Vendor herein before the execution of these presents and the receipt of which sum the Vendor doth hereby

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admit and acknowledge as the full consideration as per Memo below and of and from the same and every part thereof acquit, release and discharge the Purchaser, her heirs, legal representatives, executors, administrators and assigns and also the said property, they the Vendor as beneficial owner doth by these presents indefeasibly grant, sell, convey and transfer, assign and assure all that their estate and interest in the Scheduled property with all appurtenance together with all homestead, trees, tanks, hedges, ditches, ways, water, water courses, lights, liberties, privileges, easements, whatsoever to the said land described in the Schedule hereunder written unto the Purchaser, her heirs, executors, legal representatives and assigns free from encumbrances, attachments and others defects in title all that the said Sali Land morefully mentioned and described in the Schedule hereunder written and more particularly delineated in the Map or Plan and bordered by RED Colour thereof is annexed hereto OR HOWSOEVER OTHERWISE the said Sali Land and every part thereof now are or is or heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, trees, sewers, drains fances, water, water courses, light, rights, liberties, advantages, benefits, privileges, easements, appendages, appurtenances, whatsoever of the said property belonging to or anywise appertaining to or usually held, enjoyed, occupied therewith or reputed to belong or be appurtenant thereto and the rents, issues, profits thereof and all the matter, right, title, interest property, claim, demand whatsoever doth at law and in equity of the Vendor upon the said property and every part thereof and all of the deeds, pattahs muniments of title, writings, evidences of title which exclusively relate to the said property or any part thereof which now are or may hereafter shall or may be in the custody,

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Balela Julia Roy

power, control or possession of the Vendor or any person or persons

from whom the said Vendor can or may procures the same without any

suit, proceedings or action TO HAVE AND TO HOLD the said property

hereby granted, transferred, conveyed or expressed or intended so to be and every part thereof to and unto the use of the Purchaser her heirs, executors, administrators, successors, legal representatives and assigns absolutely and forever free from all sorts of encumbrances whatsoever and the Vendor doth hereby covenant with th Purchaser that NOTWITHSTANDING any act, deed, matter or things by the Vendor made done, executed or knowingly suffered to the contrary the Vendor now have good, right, full power and control, absolute authority and indefeasible title to grant, transfer and convey the said Sali land and every part thereof hereby granted transferred, conveyed or expressed or intended so to be unto the Purchaser and to the use of the said purchaser, her heirs, executors, administrators, successors, legal representatives and assigns in the manner aforesaid AND Delivered vacant and peaceful khas possession thereof simultaneously with the execution of these presents and the Purchaser shall and may at all times hereafter peaceably and quietly hold use, possess of and enjoy the said property and every part thereof as its absolute owner and occupier with every right to sell, gift, mortgage, lease, let-out or any kind of transfer the said property without requiring to seek permission from the Vendor or any persons and the purchaser also receive the rents, issues and profits thereo. and every part thereof on getting the name duly muate before the appropriate Authority or Authorities and pay the rents and taxes accordingly without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming from or in trust for the Vendor ar way of the produces was - to - title and that free and clear and freely and clearly and absolutely discharges, saved harmless and kept indemnified against all estates, charges, liens, encumbrances, lispendens whatsoever

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made or suffered by the Vendor or any of the anorthyng any goorgested the player and cook becomes Denstroners anappropriate energing one considerated interest in the said land from or under or in trust or for the Vend at all times hereafter shall and will hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said property and every part thereof unto an to the use of the Purchaser as shall by reasonably required and the Vendor doth hereby covenant with the Purchaser that unless prevente by fire or some other evitable accident from time to time and all times hereafter upon every reasonable request and at the cost of th Purchaser produce or cause to be produced to her or her heirs, legal representatives, executors, advocates, solicitors or at any trial, hearing commission, examination or otherwise or as occasion shall require all the deeds described above for the purpose of showing title of the Vendor to the said property comprised in the Schedule hereunder written and hereby conveyed and also at the request and costs of the purchaser deliver or cause to be delivered all such attested or other copies or extract of and from the said deeds and writings or any of them 'to the Purchaser and that the Purchaser also have full right of ingress and egress the adjacent common pass ages of the said property hereby conveyed with full power and absolute authority to take electricity, gas, telephones, water, drainag connections over and through the said adjacent common passages or Roads of the said property and the Vendor further declares that the said property hereby sold, conveyed and transferred by these presen is free from all sorts of encumbrances, charges, attachments and the same shall not previously sold or agreed to sold, and the same is not Debattar or pirattar property and free from all suit, proceeding of any kind and be it mentioned that if any of the above are be found in future the Vendor shall liable to pay the full consideration money and the impidemental conta sombiation to the Purchaser, against the returne of the land to the vendor.

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# SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of SALI LAND measuring an area of 4 (Four) Cottahs 12 (Twelve) Chittacks be the same a little more or less situated and lying at Mouza-Purba Barisha, J.L. No. 23, R.S No. 43, Collectorate Touzi Nos. 6 & 240, Pargana-Khaspur, Sub -Registry Office at Behala, under Scheme Plot Nos. 17 & 18, comprising in C.S. Khatian No. 1377 and R.S. Khatian No. 2206, appertaining to C.S. & R.S. Dag No. 3603, under P.S. Thakurpukur at presen within the limits of The Kolkata Municipal Corporation, under K.M. Ward No. 124, in the District of South 24-Parganas with all easement t and using rights over the Common passages and other passage there to which is morefully and particularly delineated in the Map or Plan annexed hereto with bordered by RED Colour thereof is a part of this Deed and the Annual proportionate Rent/Revenue of the said land payable to the Government of West Bengal through the Collector South 24-Parganas, which is butted and bounded as follows :-

ON THE NORTH BY :: 16' - 0" Wide Road.

ON THE SOUTH BY :: Land of Sri Swarup Mandal & Others.

ON THE EAST BY :: 16' - 0" Wide Road.

ON THE WEST BY :: Land of Smt. Kaberi Ray and part of Dag No. 3603.

IN WITNESSES WHEREOF the VENDOR have hereunto set and subscribed his hand and seal on this the day, month and year first above written :-

SIGNED, SEALED & DELIVERED by the abovenamed VENDOR at KOLKATA in the presence of :-WITNESSES

1. Raginher Dayal Khandelwd 213 Grant Lane, Cal-12

WOODACRE TRAVELS PVT. LTD.

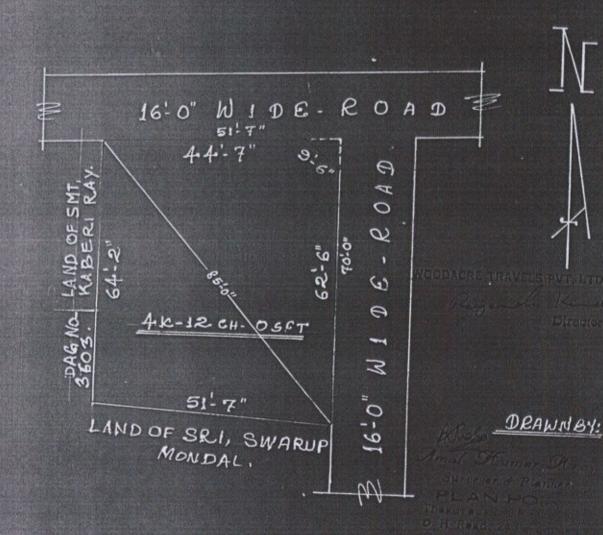
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SIGNATURE OF THE VENDOR

2. In aray Kake 3/147. Nest puts ay 201-41 Belela gulia Roy

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DPLAN FOR:-SMT BABLA GUHA ROY, W/O.SEI.APAN GUHA ROY. AT MOUZA-PORBA BARISHA. J.L.
NO-23 R.S.NO-43 PART OF DAG NO-360Z. R.S.
KHATIAN NO-2206 P.S. THAKURPUKUR. DIST-24
PGS(S) UNDER THE C.M. C. S. S. UNIT, WARD NO-124
AREA OF LAND= 4K-12 CH-0 SFT /APPK)
SHOWN IN RED IT SCALE 1: 20'0"



DPBSP-111 DT= 9.4.03

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## MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed PHRCHASER the within mentioned sum of Rs. 2,00,000/- (Rupees Two Lacs) only being the full and entire Consideration money against the conveyed property as per MEMO below:-

- 1. By Cheque No. 203252, dated 10.01.2003 for Rs. 35,000/-drawn on Allahabad Bank, Mission Row Branch Kolkata, as an Advance.
- 2. By Banker's Cheque No.042411 dated 16.04.03.

  drawn on united Bonk of India. for Rs. 1,65,000/-

# (RUPEES TWO LACS ONLY)

WITNESSES:

1. Raghulias Bayal khandelsof 213 Grand Lane, Cal-12

WOODACRE TRAVELS PVT. LTD.

Director /

2. Lu or aj Cal. 2/147 West puting SIGNATURE OF THE VENDOR

Drafted by me

Alipnophogestout

Typed by me :-

5. K. Mandag

(SWAPAN KUMAR MONDAL) ALIPORE POLICE COURT KOLKATA :::: 700 227. Balela Jula Roy

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