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IN

THIS INDENTURE is made this 2.0% day of May, One Thousand Nine hundred Eighty one <u>HETWEEN SHRI GOUR CHANDRA</u> <u>BANIK</u>, son of Lalit Mohan Banik, deceased, by religion Hindu, by occupation Merchant, residing at A/J9, Ramgarh Colony, P.S. Jadavpur, Calcutta-700047, District 24-Parganas, hereinafter called the "<u>VENDOR</u>"(which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) of the <u>ONE PART AND</u> SHRI SUNIL KUMAR GHOSH, son of Late Paresh Chandra Ghosh of 42, New Raipur Road,

District Sub-Registration Alipore. 24-Parganate 22058

2 56915 3000Rs.

Gour chandra Bank.

P.O. Garia, Calcutta-84, P.S. Jadavpur, in the District of 24-Parganas, by faith Hindu, by occupation Service, hereinafter called the "<u>PURCHASER</u>" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, representatives and assigns) of the <u>OTHER PART</u>;

SEVEN HUNDRED & FIFTY RUPEES

WHEREAS one Gouri Sankar Mukhopadhyay by a Purchase Deed recorded in Book No.I, Volume No.59, Pages 153 to 160, Being No.2078 of 1941 in the Alipore Registry office became the title-holder in respect of total land measuring .87 decimals of No.62 (old) new 76 and Dag No.340 of Mouza Bademashar and Khatian No.391, Dag No.

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P.O. Garia, Calcutta-84, P.S. Jadavpur, in the District of 24-Parganas, by faith Hindu, by occupation Service, hereinafter called the "<u>PUNCHASER</u>"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, representatives and assigns) of the <u>OTHER PART:</u>

WHEREAS one Gouri Sankar Mukhopadhyay by a Purchase Deed recorded in Book No.I, Volume No.59, Pages 153 to 160, Being No.2078 of 1941 in the Alipore Registry office became the title-holder in respect of total land measuring .87 decimals of No.62 (old) new 76 and Dag No.340 of Mouza Bademashar and Khatian No.391, Dag No.

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Admissible under Begn. Bule 21 and also u/s . Q.I. . of the West Bengal L R. Act 1955, duly stamped (Exompted from stamp . duty) under the Indian Stamp Act. 1899 as amended in 1964. Schedule 1A No \_\_\_\_\_ Process Fee ..... 3.00

Paid in C. F. 8.

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IN

THIS INDENTURE is made this 2, ch day of May, One Thousand Nine hundred Eighty one BETWEEN SHRI GOUR CHANDRA BANIK, son of Lalit Mohan Banik, deceased, by religion Hindu, by occupation Merchant, residing at A/79, Ramgarh Colony, P.S. Jadavpur, Calcutta-700047, District 24-Parganas. hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) of the ONE PART AND SHRI SUNIL KUMAR GHOSH, son of Late Paresh Chandra Ghosh of 42, New Raipur Road,

District Sub-Registren Alipore, 24-Parganase 201578

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P.O. Garia, Calcutta-84, P.S. Jadavpur, in the District of 24-Parganas, by faith Hindu, by occupation Service, hereinafter called the "<u>PURCHASER</u>"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, representatives and assigns) of the <u>OTHER PART:</u>

WHEREAS one Gouri Sankar Mukhopadhyay by a Purchase Deed recorded in Book No.I, Volume No.59, Pages 153 to 160, Being No.2078 of 1941 in the Alipore Registry office became the title-holder in respect of total land measuring .87 decimals of No.62 (old) new 76 and Dag No.340 of Mouza Bademashar and Khatian No.391, Dag No. Good Chandra Bademashar .



Dag No.<u>918</u> of Mouza Raipur, P.S. Jadavpur, in the 1386 District of 24-Parganas.

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AND WHEREAS one Puran Chand Burman, the then Managing Director of M/s. Dabur ( Dr. S.K.Burman) Ltd. , purchased the said land and registered it in the office of the Registrar of Assurance and recorded therein in Book No.I, Volume No.95, Pages 142 to 152 Being No.3091 for the year 1944 and thereafter executed and registered a Deed of Release or 'Na-dabi' in favour of the aforesaid 'Company' which has been recorded in Book No.I, Volume No.89, Pages 199 to 201, Being No.4470 for the year 1951 of the office of the District Registrar as such and since then has exercised all rights, title and interest uninterrupted and undisturbed manner as an absolute owner- in possession; and thereupon being in need of money the then Vendor Company



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sold the lands by making a Scheme and divided the said land plotwise to several Purchasers as such.

AND WHEREAS the Vendor of these presents since then approached the predecessor - Vendor - Company to sell the said lands described in the First and Second Schedules hereto which being agreed and accepted and acted-upon this Vendor purchased the land in the year 1976 measuring 3(three) cottahs of land under a Registered Bengal i Kobala dated 24th September, 1976 corresponding to 7th Aswin 1383 B.S. and registered in the office of the Sub-Registrar of Alipore at Alipore and recorded in its Book No.I, Volume No.83, Pages 113 to 126, Being No.3471 for the year 1976 set out in the Schedule hereunder written. Thereafter the Vendor mutated the same in his own name in the office of the J.L.R.O. Behala (vide Memo No.IR-5780 dated 13.11.78 being the case No.1020(T) of 78-79 (ix-ii) and sime then exercised his absolute right, title, interest and khas possession uninterruptedly without any disturbance

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consideration of the said sum of Rs.45,000/-(Rupees Forty Five thousand only) paid to the Vendor by the Purchaser before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the said Purchaser and the lands, hereditaments and premises hereby conveyed and transferred) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THOSE pieces or parcels of land tenement hereditaments and premises fully described in the First and Second Schedule hereunder written and delineated in the Map or Plan hereto annexed and thereon bordered Red and hereinafter for the sake of brevity shall be referred to as 'the said lands' or HOWSOEVER otherwise the said lands now are or is or at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER with all yards, courtyards, walls, compounds and all advantages of ancient and other lights, rights, pits, areas, fences, sewers, Gour chandra Bank.

consideration of the said sum of Rs.45,000/-(Rupees Forty Five thousand only) paid to the Vendor by the Purchaser before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the said Purchaser and the lands, hereditaments and premises hereby conveyed and transferred) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THOSE pieces or parcels of land tenement hereditaments and premises fully described in the First and Second Schedule hereunder written and delineated in the Map or Plan hereto annexed and thereon bordered Red and hereinafter for the sake of brevity shall be referred to as 'the said lands' or HOWSOEVER otherwise the said lands now are or is or at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER with all yards, courtyards, walls, compounds and all advantages of ancient and other lights, rights, pits, areas, fences, sewers, Gour chandra Bank.

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drains, ditches, water, water-courses, roads, ways, paths, passages, common passages and all manner of rights, liberties, easements, privileges, advantages, appendages and all appurtenances whatsoever to the said land or any part thereof belonging or in anywise appertaining thereto or with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied enjoyed or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents issues and profits of the said lands and every part thereof AND all the legal incidents thereof AND all the estate, right, title, interest, inheritance use possession property claim and demand whatsoever of the Vendor into upon or in respect of the said lands and every part thereof TOGETHER WITH all muniments, writings and evidence of title exclusively relating to the said lands which now are or may hereafter be in the custody power or possession of the Vendor or which the Vendor may procure from any person or persons without any action or suit TO HAVE AND TO HOLD the said lands and ALL AND SINGULAR other the premises hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be TOGETHER WITH all rights and appurtenances whatsoever thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever but according to the nature incident and tenure thereof.

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2. The Vendor doth hereby covenant with the Purchaser and declare as follows:-

a) THAT the Vendor is absolutely seized and possessed of or otherwise welland sufficiently entitled to the said

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lands and every part thereof as an estate by purchase in possession free from all encumbrances whatsoever without any claim or demand from any person or persons whomsoever.

(b) THAT the interest which the Vendor professes to transfer subsists and that the Vendor has good right, full power, absolute authority and indefeasible title to grant sell convey transfer assign and assure the said lands hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

(c) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said lands and every part thereof and receive and take the rents issues and profits of the said lands and every part thereof without any lawful ; eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any other person or per sons whom soever.

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(d) THAT free from all encumbrances and liabilities whatsoever and free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of estates charges mortgages leases liens lispendens suits proceedings debts claims demands attachments executions encumbrances and liabilities whatsoever.

THAT all tents cesses taxes impositions and (e) outgoings whatsoever payable in respect of the said lands Gour chandre Bank.

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have been paid in full upto the date of these presents

(f) THAT the tenancy or tenure under which the said lands is held are in full force and effect and have not been forfeited or surrendered or become void or voidable.

(g) THAT the said lands and every part thereof are free from all encumbrances and liabilities whatsoever and are not affected by any notice of acquisition or requisition nor acquired or requisitioned under any Act or law for the time being in force at the instance of the Government, Municipality or any private or public body or Corporation, Companies or otherwise howsoever.

That the Vendor and all persons having lawfully (h) ۱ or equitably claiming any right title or interest in the 1 said lands or any part thereof from through under or in trust from the Vendor shall and will from time to time and s at all times hereafter at the request and costs of the t Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds assurances matters or things whatsoever for further better and more perfectly and effectually granting and assuring the said lands and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required. u

(i) The Vendor doth hereby further covenant with the .s Purchaser that the Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter at the request and cost of the . Purchaser produce or cause to be produced at any trial hearing commission or examination or otherwise as d occasion shall require or allow inspection of the documents). Gur dhandra Bank, '

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specified in the Schedules hereunder written for the purpose of showing the Purchaser's title to the said lands and shall in the meantime unless prevented as aforesaid keep the same documents safe unobliterated and uncancelled.

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## FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Nisker (rent free) Sthitiban right land containing an area of 2 (two) Cottahs 29(Twenty mine) square feet as per local measurement lying and situate at Mouza Bademashar-gram under Touzi No.246, 1516-1518, J.L.No.31, R.S. No.17, Pargana Khaspur, within P.S. Sadar Tollygunge (now Jadavpur) under District Settlement Khatian No.62 (old) new 76 appertaining to Dag No.340 within which khas Dakhali land has been shown in the attached Map with Red border marked as 'B' Scheme Plot at present under the State Government of West Bengal with all easement rights and appurtenances thereto, Sub-Registry office of which is at Alipore, Dist. 2 4-Parganas, the nature of the land is Bastu.

## SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Rayati Sthitiban land containing 15 Chattaks 16 square feet be the same a little more or less being 'B' Scheme Plot lying and situate at Mouza Roypur gram, J.L.No.33, R.S.No.20, Pargana Khaspur under District Gollectorate Touzi No.56 within P.S. Jadavpur of District Settlement and R.S.Khatian No.391 appertaining to Dag No.<u>918</u> by nature Bastu, now under 1386 the Government of West Bengal Sub-Registry office at Alipore, Dist. 24-Parganas with all easement rights and appurtenances thereto. Annual rent of which is Rs.3.00. Mar Charden Ozardi The proportionate rent of 0.20 Paise is payable to the Collector, 24-Parganas for the State of West Bengal.

Both the Schedules contain an area of 3 Cottahs of land. North Arm- 41'-6", South Arm -40'-00"

East Arm- 67'-0" and West Arm-45'-6"

Total measurement being 3 (Three) Cottahs 0 Ch. 0 Sft. only.

The said land is butted and bounded as follows:-

On the North: Land of Mrs. Sikha Dhar within Dag No.34D Mouza Bademashar, On the South: Mouza Raipur Dag no.1386's land. On the East: Dag No.343 of Mouza Bademashar On the West: 12' ft. wide Road.

IN WITNESS WHEREOF the Vendor named above hereunto set and subscribed his hand and put his signature to these presents the day month and year first above written.

Gaur chandre Bambe VENDOR. In presnece of :-1. Sisin Bindu Chroding Block No. 20 (T-V) Gangwillington, Carl-GT. 16 melian Majund 2. Titend Advocak, High Ctut Calcuth Residence: 12, Gauguly Bagan East Rol Po. Gana Cal 84, P.S. Jada 1-84, P.S. Jadabpor. 24- Parganas. Consideration.

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## Memo of Consideration.

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<u>RECEIVED</u> of and from the within named Purchaser the within mentioned sum of Rs.45,000/-(Rupees Forty five thousand only) as full and final payment of the Consideration in full satisfaction as such. (1) Pay order No. 382/81 for \$30,000 (Rupes Thirty Rowsaw) only (2) Pay ander No. 382/81 for \$30,000 (Rupes Thirty Rowsaw) only (2) Deward Draft by State Baux of Posta Dr. Calenta D.19.5.81. (2) Deward Draft by State Baux of India Jacabour University Braces (3) Deward Draft by State Baux of India Jacabour University Braces (4) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India Jacabour University Braces (5) Deward Draft by State Baux of India State Bauto (5) Deward Draft by State Baux of India State Bauto (5) Deward Draft by State Baux of India State Bauto (5) Deward Bauto Brates Br. B. 19.5.81: Total Postsoof (Problemethow Signature of the Vendor.

Typed by

Tushar Kanti Ghosh.

List of documents given and handed over to the Purchaser.

1. Original Bengali Kobala of the Vendor executed on 24.9.76 (Bengali) corresponding to 7th day of Aswin 1383 B.S. Registered in the office of the Sub-Registrar Alipore, and recorded in its Book No.I, Volume No.83, Pages 113 to 126 Being no.3471 for the year 1976.

- Mutation Certificate of the office of J.L.R.O.
  Behala, (vide their Memo no.IR-5780 dated 13.11.78) as per office case No.1020(T) of 78-79 (ix-ii)
  - 3 (Three) nos. Rent Receipts dated (a) 11.11.78, for the year 1376 to 1385 (b) dated 11.11.78 for the year 1376 to 1385 (c) dated 9.3.80 for the year 1386B.S.

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SITE PLAN OF R.S. DAG NO. 340 PART OF MOUZA BADE MASAR J.L.N.C. 31 AND C.S. DAG, NO 1386 PART OF MOUZA. RAIPUR J.L.NO 33/2 P.S. TOLLY GUNG (JADAVPUR) Dist: - 24 PARGANAS 5CALE :- 20'= 1 INCH R.S. DAG NO- 340- 2K-OCH. 29 SFT. NOTE C. S. DAG. NO. 1386 - OK- 15 CH. 16 SFT 1) LAND SHOWN IN RED -TOTAL. 3K-OCH- OSFT. 2) AREA OF LAND :- 3K-OCH. OSFT. 1 16'-0" WIDE ROA D 1T 1 R.S. DAG.NO 340 R.S. DAG NO 339 57'-6" 41'- 0" PART OF " 2K.OCH.OSFT 6040. 2K.OCH.OSFT. DAG NO 34 PLO C 10 PLOT 2 50'-0" NI DE C.S. DAG. NO 41'- 6" 1385 41'- 6" MOUZA 3 K. OCH. C SFT R.S. DAG. NO RAIPUR 10 J.L. 33/2 MOUZA SADEMASAR J. 1 S 40:00 RAIPUR J. L. 33/2 MOUZA RAIPUR C.S. DAGNO J. L. 33/2 1388 R.41PUR J.L 33/2 C. S. DAG NO 1386 le the s hower. 201022 •

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Sub-Regist District 0 Alipore, 24. Pargentesi Alipore, 14-6-82 Book Volume No .. ٦ 134 1 1 -1