P5592 I 832

15000रु. भारतीय गैर न्यायिक 15000रु.

INDIA NON JUDICIAL

पन्द्रह हजार रुपये RUPEES FIFTEEN THOUSAND

सत्यमेव जयते

Rs.15000 भारत INDIA Rs.15000

01 BB 262107

Admissible under Regn Rule 21 duly Stamped under the Indian Stamp Act, 1899 as ammended by Act III of 1922 and section 81 (1) of the Calcutta Improvement Act, 1911 Schedule 23.F.4

1A.....

Stamp Duty paid under the Indian Stamp Act, 1899 as amended in 1964 Rs.....

Additional duty Paid under the Calcutta Improvement Act, 1911 Rs.....P.....

Total Rs .....P.....

District Sub Registrar III
Alipur 24 Parganas (South)

U/S 9 (8) of the W.B. Provisions Rule under Valuation of Instruments Rule 1994
Market Value Assessed Rs. 66174/-
Deficit Stamp Duty of Rs. 28110/-

8.12.99

District Sub Registrar III
Alipur 24 Parganas (South)

D.S.D. Rs. 28110/- paid vide D.D. No. 671669 Dt. 12.3.99

A. 2849/-
E. 7/-
H. 28/-
Mis) 4/-
2888/-
D.A. 4422/-
D. 12.3.99

District Sub Registrar III
Alipur 24 Parganas (South)

THIS INDENTURE made this the 6th day of November one Thousand Nine Hundred Ninety Eight BETWEEN (1) SMT. KALPANA PAUL, wife of Sri Durga Das Paul, by religion- Hindu, by occupation- Housewife, (2) SRI DURGA DAS PAUL, son of Late Dr. T. N. Paul, by religion- Hindu, by occupation- Retired Teacher, both residing at 10, Tarapith, Haltu, Police Station- Kasba, Calcutta- 700 078, District- South 24 Parganas,

Contd.... 2.

35786

Debes Kr. Misra Adv.
3, Sivaji Rd
Cal-27

Malaria Parasite Found/Not found

Presented for Registration at 12-05 A.M./P.M. on the 6 day of Nov in the 98 at the office of the District Sub Registrar Alipore, South 24 Parganas by Kalpana Paul Executant/Claimant or one of the Executant/Claimants or Attorney for Executant/Claimant under a Power of Attorney No 2002 of 19 98 Authenticated by Registrar of 10.2.02

Kalpana Paul

District Sub Registrar III
South 24 Parganas (South)
6.11.98

1) Kalpana Paul.
w/o Durga Das Paul.
Hatiara.

2) Name Durga Das Paul.
S/o. W/o. D/o. Dr T.N. Paul
Vill or Town Tarapith Haltu P.S. Kasba
Dist South 24 Parganas
by Caste Hindu/Muslim
by Profession Retd Teacher.

6792

Kalpana Paul

6793

Durga Das Paul

Name Bipad Bhanjan Paul.
S/o. W/o. D/o. Abindra Ch. Paul
Vill or Town 4, Sarat Park Cal-78
Dist South 24 Parganas
by Caste Hindu/Muslim
by Profession Service

D Bipad Bhanjan Pal
S/o Sri Abindra Ch. Pal
4, Sarat Park
Cal-78
Service

District Sub Registrar III
South 24 Parganas (South)
6.11.98

1000Rs.

hereinafter called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the ONE PART A N D SRI SAJAL DAS, son of Sri Nilu Das, by faith- Hindu, by occupation- Business, residing at 24, Nivedita Sarani, Police Station- Kasba, Calcutta- 700 078, District- South 24 Parganas, hereinafter called and referred to as the PURCHASER (which terms or expression unless excluded by or repugnant to the subject or context shall deem to mean and include his heirs, legal representatives, executors, administrators and assigns) of the SECOND/OTHER PART.

Contd.... 3.

35786

Debes Kr. Misra Adv.
3, Sivaji Rd.
Cal-32

Treasury,
Date 2/11/1998

Treasury

1 — 15000
3 — 3000
2 — 200
1 — 20

18220

District Sub Registrar III
Alipur 24 Parganas (South)

1000Rs.

WHEREAS by virtue of registered Sale Deed one Debabrata Chakraborty was the absolute owner of land which has been published in Record of Right in the Revisional Settlement operation measuring an area of .37 decimal situate and lying at Mouza- Garfa, J.L. No. 19, Touzi No. 56, R.S. No. 2, comprising in C.S. Dag No. 2072 under C.S. Khatian No. 722 corresponding to R.S. Dag No. 2393 under R.S. Khatian No. 779 within P.S. formerly Tollygunge Sadar, thereafter Jadavpur, at present Kasba, at present within the jurisdiction of The Calcutta Municipal Corporation, Ward No. 104, District- South 24 Parganas.

Contd.... 4.

35786

Debes Kr. Misra Adv.
3, Sivaji Rd.
Cal-32

Date 2/11/1998

1 — 15000
3 — 3000
2 — 200
1 — 20

18220

District Sub Registrar III
24 Parganas (South)

1000Rs.

AND WHEREAS for sufficient valid legal reason and necessities said Debabrata Chakraborty sold, convey and transferred his entire said land for valuable consideration in favour of one Taraknath Addhya by a registered deed which was registered in the Office of Sub-Registrar, Alipore and entered into Book No. 1, Volume No. 190, at pages 50 to 54, Deed No. 9818 for the year 1961.

AND WHEREAS while in khas possession in the said land, the said Taraknath Addhya sold, conveyed and transferred his entire said land for valuable consideration in favour of one Sushil Kumar Bandhopadhyay son of Late Dinesh Bandhopadhyay by a registered Deed of Sale 19-09-1967 registered in the Office of Sub-Registrar Alipore and entered into Book No. 1, Deed No. 6932 for the year 1967.

35786

Debes Kr. Misra Adv.

3, Sivaji Rd.

Cal-32

2/11/1998

1c	15000
3c	3000
2c	200
1c	20
	18220

District Sub Registrar III
Alipur 24 Parganas (South)

100Rs.

AND WHEREAS while in khas possession in the said land Sushil Kumar Bandhopadhyay sold and transferred in favour of Mr. Paritosh Ghosh, son of Late Kartick Chandra Ghosh, Village- Taldhi, Police Station- Magrahat, District- South 24 Parganas a part of his said entire land measuring an area of 7 (Seven) Cottahs 1 (One) Chittack out of total land measuring an area of .37 (thirty seven) decimals being part of said R.S. Dag No. 2393, under Khatian No. 779 in Mouza- Garfa, within P.S. Kasba, District- South 24 Parganas and Deed of Sale was registered in the Office of Sub-Registrar, Alipore dated 18-11-1967 and entered into Book No. 1, Volume No. 153, at pages 48 to 51, Deed No. 8269 for the year 1967.

Contd... 6.

35786

Sold to Debes Kr. Misra Adv.

at 3, Sivaji Rd. Cal-32

Calcutta

Date 2/11/1998

Proprietor

1c	15000
3c	3000
2c	200
1c	20
	18220

District Sub Registrar III
Alipur 24 Parganas (South)

100Rs.

AND WHEREAS owing to some valid legal reasons said Sri Paritosh Ghosh sold, transferred, granted and conveyed his entire purchased land measuring an area of 7 (Seven) Cottahs 1 (One) Chittack in favour of his own brother Sri Gopal Chandra Ghosh dated 02-12-1974 by a registered Deed of Sale which was registered in the Office of Sub-Registrar Alipore and entered into Book No. 1, Volume No. 176, at pages 56 to 61, Deed No. 6104 for the year 1974.

AND WHEREAS said Sri Gopal Chandra Ghosh, while in khas possession in the said land recorded his name with the then J.L.R.O. Office and had been paying the necessary land taxes to the Collectorate 24 Parganas.

Contd.... 7.

No. 35786

Sold to Debes Kr. Misra Adv.

at 3, Sivaji Rd.

Cal - 32

Date 27/11/1998

Vendor

1c	15000/-
3c	3000/-
2c	2000/-
1c	200/-
	18220/-

District Sub Registrar II
Alipur 24 Parganas (South)

20 Rs.

AND WHEREAS for some valid legal reasons said Gopal Chandra Ghosh sold transferred and conveyed part of his purchased land measurring an area of 4 (Four) Cottahs in favour of Smt. Kalpana Paul, the VENDOR NO. 1 herein for a valuable consideration by a registered Deed of Sale dated 17-08-1982, registered in the Offoce of Sub-Registrar of Alipore, South 24 Parganas and entered into Book No. 1, Volume No. 117, at Pages 244 to 249, Deed No. 4708 for the year 1982 AND WHEREAS on the same day the said Gopal Chandra Ghosh sold, transferred and conveyed remaining part of his said purchased land measuring an area of 2 (Two) Cottahs 10 (Ten) Chittacks 40 (Forty) Sq.ft. more or less in favour of Sri Durga Das Paul, the VENDOR NO. 2 herein by a registered Deed of Sale dated 17-08-1982 registered in the Office of Sub-Registrar Alipore, South 24 Parganas and entered into Book No. 1, Volume No. 117, at pages 250 to 255, Deed No. 4709 for the year 1982.

Contd... 8.

AND WHEREAS after purchase the VENDOR NO. 1 mutated her name with The Calcutta Municipal Corporation Borough Office XII relating to her said purchased land and has been paying necessary taxes to The Calcutta Municipal Corporation and her land has been numbered as C.M.C. Premises No. 161, Kalikapur Road, Assessee No. 31-104-26-0161, Ward No. 104 and also mutated her name with the then J.L.R.O. Office and has been being paying land taxes to the Collectorate South 24 Parganas.

AND WHEREAS after purchase the VENDOR NO. 2 mutated his name with The Calcutta Municipal Corporation, Borough Office XII relating to his said purchased land and has been paying necessary taxes to Calcutta Municipal Corporation and his said land has been numbered as C.M.C. Premises No. 162, Kalikapur Road, Assessee No. 31-104-26-0162, Ward No. 104 and also mutated his name in the Office of the then J.L.R.O. and has been paying land taxes to the Collectorate South 24 Parganas.

AND WHEREAS the said land and property which is being conveyed is measuring an area of 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. more or less as per physical measurment.

AND WHEREAS as per physical measurment the land area of Premises No. 161, Kalikapur Road is 3 (Three) Cottahs 15 (Fifteen) Chittacks 20 (Twenty) Sq.ft. more or less instead of 4 (Four) Cottahs as per deed of the VENDOR NO. 1 and the VENDOR NO. 1 is conveying her entire land as per present physical measurment to the purchaser herein by this deed AND WHEREAS as per present physical measurment the land area of Premises No. 162,

Contd... 9.

Kalikapur Road is 2 (Two) Cottahs 9 (Nine) Chittacks 20 (Twenty) Sq.ft. more or less instead of 2 (Two) Cottahs 10 (Ten) Chittacks 40 (Forty) Sq.ft. as per deed of the VENDOR NO. 2 and the VENDOR NO. 2 is conveying part of his Premises No. 162, Kalikapur Road i.e. 1 (One) Cottah 2 (Two) Chittacks totalling land area 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. which is being conveyed by these presents and the VENDORS have absolute right title and interest of the said property to transfer or convey.

AND WHEREAS being in need of money and various legal reasons the present VENDORS have decided for absolute sale of the said land morefully mentioned in the Schedule below and the present PURCHASER herein has agreed to purchase the same which is free from all encumbrances at a marketable consideration of Rs. 2,60,000/- (Rupees Two Lac Sixty Thousand) only and the VENDORS have accepted the offer of the PURCHASER and to that effect both of them entered into an agreement and the PURCHASER has paid to the VENDOR NO. 1 the sum of Rs. 2,02,540/- (Rupees Two Lac Two Thousand Five Hundred Forty) Only and has paid to the VENDOR NO. 2 the sum of Rs. 57,460/- (Rupees Fifty seven Thousand Four Hundred Sixty) only as full consideration money as per Memo herein below against ALL THAT piece and parcel of land measuring an area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 20 (Twenty) Sq.ft. more or less from Premises No. 161, Kalikapur Road and 1 (One) Cottah 2 (Two) Chittacks more or less from C.M.C. Premises No. 162, Kalikapur Road, being part of R.S. Dag No. 2393 under R.S. Khatian No. 779 in Mouza- Garfa, J.L. No. 19, Touzi No. 56, R.S. No. 2, Pargana- Khaspur,

Contd.... 10.

Police Station- Kasba, within the limits of The Calcutta Municipal Corporation Ward No. 104 morefully mentioned and described in the Schedule hereunder written and delineated in the annexed plan.

NOW THIS INDENTURE WITNESSTH :

1. In pursuance of the said agreement and in consideration of the said total sum of Rs. 2,60,000/- (Rupees Two Lac Sixty Thousand) only in full and final paid by the PURCHASER to the VENDORS (the receipt whereof the VENDORS doth hereby acknowledge as per Memo of Consideration hereunder written and of and from the same and every part thereof release the PURCHASER and the said plot of land mentioned in the Schedule below) the VENDORS doth hereby absolutely indefeasibly grant, transfer, convey, assign and assure unto the PURCHASER ALL THAT the piece and parcel of the said land measuring an area of 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. more or less from Premises No. 161, Kalikapur Road the land area 3 (Three) Cottahs 15 (Fifteen) Chittacks 20 (Twenty) Sq.ft. and from Premises No. 162, Kalikapur Road the land area 1 (One) Cottah 2 (Two) Chittacks totalling land area 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. togetherwith all easement rights upon the land and adjacent road/passage comprises in C.S. Dag No. 2072 under C.S. Khatian No. 722, corresponding to R.S. Dag No. 2393 under R.S. Khatian No. 779 in Mouza- Garfa, J.L. No. 19, Touzi No. 56, R.S. No. 2, within the jurisdiction of The Calcutta Municipal Corporation, Ward No. 104 respectively within Police Station- Kasba, District- South 24 Parganas morefully described in the Schedule hereunder written and more specifically shown and

Contd.... 11.

delineated in the annexed site plan or Map in RED Border line as part and parcel of thin Indenture TOGETHERWITH all sorts of easement right over the adjacent common passage/road and all the estates, right, interest, use, possession inheritance, trust, claim and demand whatsoever both at law in equity of the VENDORS into and upon the said land hereditaments and holding and reversion or reversions remainder or remainders and all the rents issues and profits according to the true nature and tenture thereof togetherwith all ways, paths and common passage thereto belonging or held or occupied therewith or whatsoever and every manner of former and present rights title interest and right liberties privileges easements advantages and appurtenances thereto or useally held used occupied accepted enjoyed or reputed to belong or to be appertenant thereto and all the deeds pattahs muniments writings and evidence of title whatsoever in anywise exclusively relating to or concerning the said land hereditaments and holding and TO HAVE AND TO HOLD the same hereby granted conveyed and transferred assigned assured or expressed or intended so to be unto and to the use of the PURCHASER, his heirs, executors, administrators, legal representatives and assigns absolutely and forever as and an indefeasible title of inheritance in feee simple in possession free from all and every nature of encumbrances attachments charges liens lispendence claim demands liabilities and trust whatsoever but nevertheless subject to payment of rents and taxes as applicable.

2. The VENDORS doth hereby covenant with the PURCHASER AS follows :

a) Notwithstanding any act deed matter or thing

Contd... 12.

whatsoever by the VENDORS or their predecessors in title or interest done or executed or knowingly suffered of the contrary the VENDORS are lawfully and absolutely entitled to the said land and the hereditaments and Premises and that has and had acquired indefeasible title to and grant sell convey assure transfer and assign the said land hereby granted sold conveyed, transferred or expressed or intended so to be unto and to the use of the PURCHASER for a perfect title without any manner or dispute or hindrance or condition or use trust or other such things to alter defect encumber or make void the same.

b) The PURCHASER shall and may at all times hereafter peaceably and quietly even possess and enjoy the said land in the said Premises hereby granted and conveyed being entire C.M.C. Premises No. 161, Kalikapur Road and part of C.M.C. Premises No. 162, Kalikapur Road and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming any estate or interest from underor in trust for the VENDORS.

c) The VENDORS shall keep the PURCHASER freely and clearly and absolutely acquitted exonherated discharged and release and to save harmless and to keep indemnified the PURCHASER against all estates claim demands charges mortgages liens lispendents debts hypothecations attachments and encumbrances whatsoever suffered by the VENDORS or any person lawfully or equitably claiming from under or in trust for the VENDORS.

Contd... 13.

d) The VENDORS and all persons having lawfully or claiming equitably any estate or interest whatsoever in the said piece or parcel of land and hereditaments and Premises and Holding hereby conveyed granted or any part thereof from under or in trust for the VENDORS shall and will from time to time at all times hereafter at the request and cost of the PURCHASER do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly and effectually assuring the said property unto and to the use of the PURCHASER according to the nature intent and meaning of these presents as shall or may be reasonably required.

e) The VENDORS declare that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien or any attachments. The VENDORS sold the said land which is not be subject matter of any case, suit or procedings pending before any court of law. The said two C.M.C. Premises are not vested one and it has neither been acquired nor there if any notification upon it. The VENDORS sold the said land while having good and marketable title and free from all encumbrances and delivered khas and vacant possession of the said land to the PURCHASER.

f) AND WHEREAS the said VENDORS made a plan or Map of the entire land which is being conveyed and this Map/Plan has been annexed herewith and this shall be treated as part and parcel of this deed.

g) If any of the statements or covenants made herein by the VENDORS is found to be false or any fraud detected

Contd... 14.

hereafter, the VENDORS shall be liable for all the damages and if any error or omission is transpired in the deed in future the VENDORS shall at the cost and request of the PURCHASER do and execute or cause to be done and executed any supplymentary deed or deeds of Rectification and Declaration in favour of the PURCHASER free of remunaration.

h) The PURCHASER his respective heirs, executors, successors, representatives, administrators and assigns shall be allowed and permitted to use the adjacent passage/road as shown in the plan annexed hereto with border RED with right to take electric, tap water, gas, telephone etc. connection through the said passage/road with all easement right thereto.

i) The VENDORS also declare that they shall give full co-operation forn necessary mutation under the concerned authorities in future in favour of the PURCHASER.

BEIT NOTED that the VENDORS delivered the original Deeds and all necessary Original papers relating to the said land and property mentioned in the Schedule hereunder written to the PURCHASER herein at the time of execution of these presents.

Contd... 15.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE :

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. more or less sali by nature at present situate and lying at Mouza- Garfa, J.L. No. 19, Touzi No. 56, R.S. No. 2, A.D. S. R. Office Sealdah formerly Police Station- Tollygunge Sadar, thereafter Jadavpur, at present Kasba, Pargana- Khaspur, District- South 24 Parganas of which proportionate rent of the said land .50 paise (paise fifty) only being payable to the Collectorate South 24 Parganas on behalf of The State of West Bengal comprised in C.S. Dag No. 2072 under C.S. Khatian No. 722 corresponding to R.S. Dag No. 2393 under R.S. Khatian No. 779 within the jurisdiction of The Calcutta Municipal Corporation Ward No. 104 from C.M.C. Premises No. 161, Kalikapur Road, Assessee No. 31-104-26-0161 the land area has been conveyed 3 (Three) Cottahs 15 (Fifteen) Chittacks 20 (Twenty) Sq.ft. and from C.M.C. Premises No. 162, Kalikapur Road, Calcutta, Assessee No. 31-104-26-0162 the land area has been conveyed 1 (One) Cottah 2 (Two) Chittacks totalling land area 5 (Five) Cottahs 1 (One) Chittack 20 (Twenty) Sq.ft. more or less and the said land has been shown in the annexed plan and demarcated by RED border line which is butted and bounded by :

ON THE NORTH : Kalikapur Road.

ON THE SOUTH : Portion of C.M.C. Premises No. 162, Kalikapur Road.

ON THE EAST : 6' wide passage.

ON THE WEST : Plot No. 2390 & 2391.

IN WITNESS WHEREOF the Parties have put their signature hereto the day, month and year first above written.

1. Kalpana Paul

2. Durga Dasi Paul

SIGNATURE OF THE VENDORS.

WITNESS :

1. Amit Pramanick
136 Jaffa Kalikapur Road
Cal-78

2. Bijoy Bhanjan Pal
1, Sarat Park,
Cal-78

3. Abhijit Kumar Mishra
3, Sivaji Road.
Cal-32

DRAFTED BY :

Debes Kumar Misra
(MR. DEBES KUMAR MISRA)
ADVOCATE, HIGH COURT,
CALCUTTA.

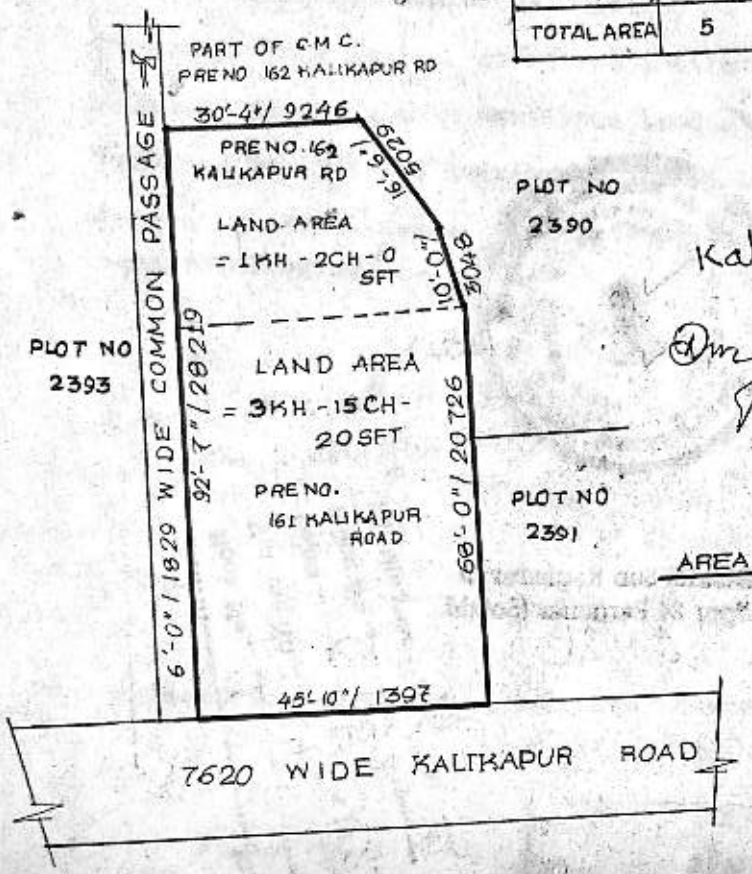
TYPED BY :

Madhu Sudan Saha
(SRI MADHUSUDAN SAHA)
60, Baghajatin Place,
Calcutta- 700 086.

SITE PLAN OF MOUZA - GARFA, J.L NO - 19, C.S DAG NO - 2072
R.S DAG NO - 2393, UNDER C.S KH NO - 722, R.S. KH NO - 779, C.M.C
PRE NO. - 161 & PART OF 162 KALIKAPUR RD, WARD NO - 104, P.S - KASBA
DIST - 24 PAGS (SOUTH)

SOLD AREA

PRE NO	KH	CH	SFT
161	3	15	20
162 (PART)	1	2	0
TOTAL AREA	5	1	20



Kalpana Paul
Dmya Das Paul

SCALE - 1:300

AREA SHOWN IN RED BORDER

Rs. 57460/-

Rupees Fifty Seven Thousand Four Hundred and Sixty only.

Dmya Das Paul
SIGNATURE OF THE VENDOR NO. 2

WITNESS :

1. Amit Pramanick
196 Garfa Kalikapur Road
Cal-78

2. Bipad Bhanjan Pal
4, Sarcar Para
Cal-78

3. Abhijit Kumar Mishra
3, Siraji Road,
Cal - 32

Book No. I in
Volume No. 24
Pages 10 To 420
Being No. 832
For the year 1999 20

District Sub Registrar II
Alipur 24 Parganas (South)
6.11.SK

District Sub Registrar II
Alipur 24 Parganas (South)
25.6.99

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named PURCHASER for the within mentioned sum of Rs. 2,60,000/- (Rupees Two Lac Sixty Thousand) Only as full and final settlement of consideration in respect of the within mentioned land and property being C.M.C. Premises No. 161 and portion of 162, Kalikapur Road, within Police Station- Kasba, District- South 24 Parganas in the manner followings :-

By bankr's cheque No 872155 dt. 06.11.1998 drawn on State Bank of Mysore, Calcutta drawn in favour of the Vendor No 1 herein Rs. 2,02,540/-

Rupees Two Lac Two Thousand Five Hundred & Forty only.

Kalpana Pal

SIGNATURE OF THE VENDOR NO. 1

By Bankr's cheque No 872154 dt. 06.11.1998 drawn on State Bank of Mysore, Calcutta drawn in favour of the Vendor No 2 herein Rs. 57460/-

Rupees Fifty Seven Thousand Four Hundred and Sixty only.

Durga Das Pal

SIGNATURE OF THE VENDOR NO. 2

WITNESS :

1. Anup Pramanick
196 Garia Kalikapur Road
Cal-78

2. Bipad Bhanjan Pal
4, Sarcar Para
Cal-78

3. Abhijit Kumar Mishra
3, Sivaji Road,
Cal-32

Book No. 1
Volume No. 24
Pages 401 To 420
Being No. 832
For the year 19 99 20

District Sub Registrar III
Upper 24 Parganas (South)

District Sub Registrar III
Upper 24 Parganas (South)
25.6.99