



00BB 026979

admissible under rule 41 and rule 42 of the W.S.D. Act 1955, duly stamped. Exempt from does not require stamp duty under the Indian Stamp Act 1899 Schedule 1A No.

Fees paid Rs. 1756/-

Date in C.F.S. 25.6.96

Handwritten notes:
 11,000/-
 275832
 275820 dt 1.8.96
 S. V. Chakravarti
 25.6.96

Handwritten notes:
 1600.00
 1756

THIS INDENTURE is made on this the 08th day of March of the year Christ One Thousand Nine Hundred Ninety Six B E T W E E N SRI SHYAMAL CHOWDHURY son of late Shyamapada Chowdhury residing at 157, B.K. Pal Avenue, Calcutta - 700 005, hereinafter referred to as the VENDOR (which expression unless repugnant to the context or subject shall mean and include his heirs executors administrators representatives and assigns) of the ONE PART A N D (1) HARIKESH PROSAD GUPTA

son of...p/2

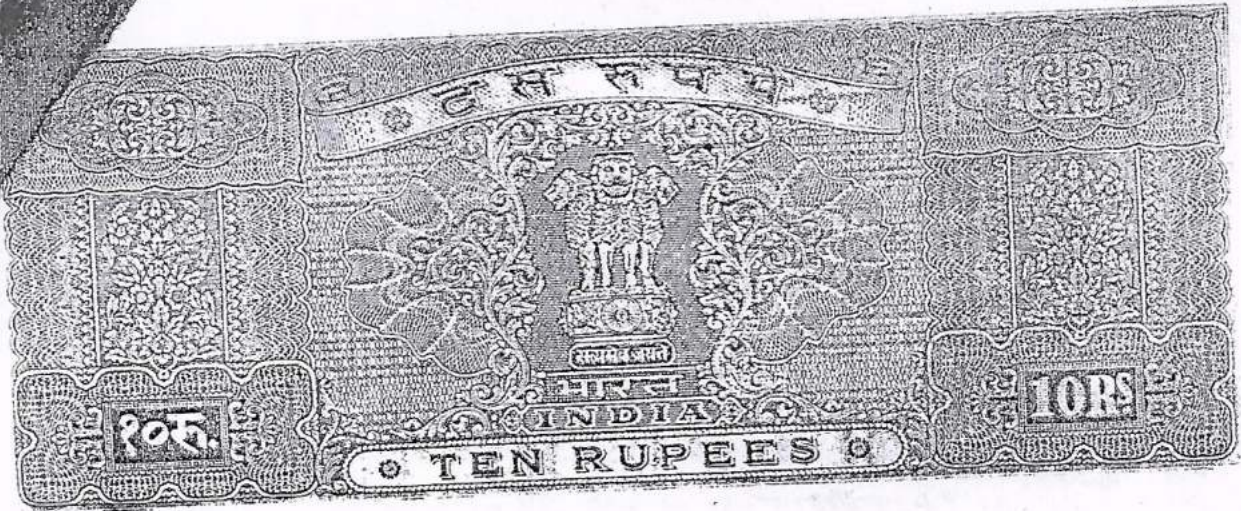
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 73
 Rs 5,10,000/-
 A 57610 per

500RS.



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hereinafter referred to as the INDIVIDUAL PURCHASERS,
purchasing and taking 1/8th shares of the property
hereinafter sold, A N D 7(1) KASHI SHARMA son of late
Ramdhin Sharma, residing at No. 512, Jessore Road,
Calcutta - 700 055, 7(1i) SHAHJAHAN KHAN son of late
Abdul Samad Khan, residing at No. 512, Jessore Road,
Calcutta - 700 055, AND 7(1ii) JAMSHED KHAN son of late
Samshe Ali Khan residing at No. 512, Jessore Road,
Calcutta - 700 055 all above three are hereinafter
jointly referred to as the GROUP PURCHASERS jointly
purchasing 1/8th shares, meaning that each of above
three...p/4



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three taking one-third of said undivided 1/8th shares (4.16%) of the property hereunder sold and the terms and expressions "INDIVIDUAL PURCHASERS" AND "GROUP PURCHASERS" respectively naming the above GROUP OF PURCHASERS (which expression shall unless repugnant to the context or subject shall mean and include all the above Purchasers' respective heirs executors administrators representatives and assigns) of the OTHER PART.

WHEREAS one Kali Pada Sadhukhan and Haren Chandra Sadhukhan and Jatindra Nath Sadhukhan and Atul Krishna Sadhukhan were seized and possessed of ALL THAT piece or parcel of Raiyat Sthitiban vacant land in Mouza Krishnapore, Touzi No. 228 and 229 within the Police Station Dum Dum the Sub-Registry Cossipore Dum Dum

under...p/5

901 and premises no 512 Jessore Road
under the Holding No. ~~512~~, South Dum Dum Municipality
in J.L. No. 17, R.S. No. 180 Dag No. 236 and 237 within
the Khatian No. 204 in the district of the then 24-Parganas.

AND WHEREAS said Kali Pada Sadhukhan, Haren
Chandra Sadhukhan, Jatindra Nath Sadhukhan and Atul
Krishna Sadhukhan by an Indenture dated the 4th day of
July 1956 assigned assured and transferred absolutely
all the properties stated hereinbefore in favour of
Kamal Kumar Chowdhury, Amal Kumar Chowdhury and Shyamal
Kumar Chowdhury hereof and the said Deed of Indenture
was duly registered with the Sub-Registrar Cossipore
Dum Dum in Book No. I Volume No. 58 Pages 90 to 97
Being No. 5994 for the year 1956 at or for consideration
mentioned therein.

AND WHEREAS the Vendors since the date of
Purchase are seized and possessed of the said property
and constructed diverse shed and structures on the said
property for letting out hereinafter referred to as the
'said property'.

AND WHEREAS a demarcated portion of the 'said
property' which is intended to be sold to the Purchasers
is comprised of an area of 7(Seven) Cottahs 10(Ten)
Chittacks be the same a little more or less hereinafter
referred to as 'demarcated shed and structures'.

and demarcated shed and structure
AND WHEREAS the said ~~property~~ thereafter
became...p/6

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became subject matters of litigations in as much as, inter-alia majority of the individual and group purchasers instituted a suit claiming decree for adverse possession in respect thereof in the Court of Learned 3rd Munsiff at Sealdah and which has been registered and recorded as the Title Suit No. 323 of 1991 and said Title Suit is pending in the said Court herein.

AND WHEREAS said Amal Kumar Chowdhury died on the 25th June 1979 leaving and surviving his wife Smt. Sulekha Chowdhury and his son Sri Aninda Chowdhury both of them are majors and competent to sell and/or transfer their respective undivided shares in the property.

AND WHEREAS subject to aforesaid facts and circumstances the property is free from all encumbrances attachments, liens and charges and the said property is seized and possessed of the Vendor the said demarcated portion of the said property as the only tenant left the premises.

AND WHEREAS on the 2nd day of January 1996, all the aforesaid owners of the said property have agreed to sell their respective undivided shares in the said demarcated portion of the said property and the Purchasers agree to purchase 'the demarcated portion of said property' with shed and structures with the land thereunder covering an area of 7(seven) Cottahs 10(Ten) Chittaks be the same a little more or less situate lying at 512, Jessore Road, within the South Dum Dum Municipality under the

Police..p/7

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Police Station Lake Town situated within the Mouza - Krishnapur, Touzi No. 228 and 229, J.L. No. 17, R.S. No. 180 Dag No. 236 and 237 under Khatian No. 204, District - 24 Parganas (South) hereinafter referred to 'as demarcated shed and structure', at or for consideration of Rs. 1,60,000/- (Rupees One Lac Sixty Thousand) only morefully described and written in a Map or Plan *with* annexed hereunder, in following proportions, namely, the Purchasers No. 1,2,4,5 and 6 purchasing 16.25% per cent of shares each and Purchaser No. 3 taking 6.25% percent of shares, and each of Group Purchasers taking 4.16% per cent of shares in the entire property, without affecting their respective extent of actual possessions.

black bordered

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,60,000/- (Rupees One Lac Sixty Thousand) only of the lawful money of the Union of India well and truly paid to the Vendor jointly by Purchasers by contribution in accordance to their shares of purchase at or immediately before the execution of this presents the receipt whereof the Vendors doth by this presents as well as by the receipt of the same hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby forever acquit release and discharge the purchasers and also the said undivided 1/3rd shares of the Vendor in the said demarcated property situate lying at 512, Jessore Road, within the South Dum Dum Municipality under the Police Station Lake Town morefully described in the Schedule hereunder written and HE the Vendor doth by this presents grant transfer sell convey assign and assure unto the purchasers free from all encumbrances subject to the above stated Title Suits being T.S. No. 323/91 and T.S. No. 289/92 ALL THOSE partly brick built and partly tin shed structures or

dwelling...p/8

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dwelling house together with the piece or parcel of land thereunto belonging whereon or part whereof the same is erected and built containing by estimation an area of 7 Cottahs 10 Chittaks be the same a little more or less situate lying at and being the premises stated hereinbefore and morefully and particularly mentioned and written in the Schedule ^A hereunder TOGETHER WITH all building walls and structures fixtures and fittings appertaining thereto.

A N D all benefits and advantages of ancient and other lights ways paths passages sewers drains water water-courses and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the said message tenements lands hereditaments and premises or any part thereof belonging or in anywise appertaining to or with the same :

AND all the estate right title interest claim and demand whatsoever of the vendor into and upon the said messages tenements lands hereditaments and premises and every part thereof :

A N D all deeds pattahs and muniments writings and evidence of title and other documents whatsoever relating to the said hereditaments and premises or any part thereof and which now are or at any time hereafter shall or may be in the custody power or possession of the vendor or any other person or persons from whom the purchasers can or may procure the same without any action or suit at law or in equity :

TO HAVE AND TO HOLD..p/9

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TO HAVE AND TO HOLD the said message tenaments lands hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unto and to the use and benefit of the Purchasers absolutely and for ever :

A N D that the Purchasers shall and may at all times hereinafter peaceably and quietly hold possess and enjoy the said messages tenaments lands hereditaments and premises 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 or equitably claiming from under or in trust for the Vendor :

A N D that free from all encumbrances other than the suit stated above whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming any estate right title or interest whatsoever in the said message tenaments lands hereditaments and premises or any part thereof from under or in trust for the Vendor :

A N D that the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest in the said message tenaments lands hereditaments and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to

be...p/10

- : 10 : -

be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said messuages tenaments lands hereditaments and premises and every part thereof unto and to the use of the purchasers in manner aforesaid as by the Vendor shall or may be reasonably required,

THE SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT the Vendor's undivided One Third Shares and his/their entire right title and interest in the piece or parcel of Raiyat Sthitiban of the demarcated portion of shed and structure of the said property and the land thereunto covering an area of 7 Cottahs. 10 Chittaks *with map or plan marked with black bordered.* be the same a little more or less in Mouza Krishnapore Touzi No. 228 and 229 P.S. Lake Town *Additional* Sub-Registry - Salt Lake under the South Dum Dum Municipality being Premises No. 512, Jessore Road *holding no 901* J.L. No. 17 R.S. No. 180 and Dag No. 236 and 237 under Khatian No. 204, which is butted and bounded as follows :-

ON THE NORTH : Tuni Galvanising and Moulding Co.
Pvt. Ltd.,
ON THE EAST : Hindusthan Petroleum ;
ON THE SOUTH : Jessore Road ;
ON THE WEST : Common Passage.

contd...p/11

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IN WITNESS WHEREOF the Vendor put his hand
and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :

WITNESSES

1. *Sourendra Nath Dutta* *Shyamal Chowdhury*
252 Adakataon B Block
Cal - 89

V E N D O R

2. *Anindya Chowdhury*
157, B.K. Pal Avenue,
Calcutta - 700 005

contd...p/12

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RECEIVED from the withinnamed
PURCHASERS the withinmentioned a sum of
Rs. 1,60,000/- (Rupees One Lac Sixty Thousand)
only as full consideration money as per
MEMO given below :-

MEMO OF CONSIDERATION

- | | |
|--|-----------------------|
| 1. One Cash Order No. QFZ 556443 of Punjab National Bank, S. Dum Dum, Patipukur, Calcutta dated 01-02-1996 | Rs. 40,000/- |
| 2. One Cash Order No. QFZ 556442 of Punjab National Bank, S. Dum Dum, Patipukur, Calcutta dated 01-02-1996 | Rs. 40,000/- |
| 3. One Cash Order No. QFZ 556446 of Punjab National Bank, S. Dum Dum, Patipukur, Calcutta dated 2/2/96 | Rs. 40,000/- |
| 4. One Pay Order No. BGA003018 of Bank of India Bangur Avenue, Calcutta dated 31/01/1996 | Rs. 40,000/- |
| | <u>Rs. 1,60,000/-</u> |

WITNESSES

1. *Loovendran Nath Datta*

Shyamal Choudhary

2. *Anindya Choudhury*

Drafted by :-
Ashoke Sinha
(Ashoke Sinha)
Advocate

Typed by :-
Indrajit Ghosal
(Indrajit Ghosal)
Alipore Judges Court.