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FIVE RUPEES भारत FIVE RUPEES

Admissible under rule 21 of the Stamp Act (or exempt from or does not require Stamp duty) under the Indian Stamp Act 1899 Schedule 1 A No. 5(c)
Fee Paid E 6-00

Jg(1) 50-00
Jg(2) 9-90
59-90

Sub-Registrar, Sealdah
24 Parganas
13.12.84

13/12/84.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the 12th day of December One Thousand Nine Hundred and Eighty Four BETWEEN (1) SRI AMIYA KUMAR DAS, (2) SRI AJAY KUMAR DAS AND (3) SRI AMAL KUMAR DAS, All Sons of Late Ashutosh Das, residing at Premises No.99, Rash Behari Avenue, Calcutta-700029, (4) SRI RABINDRA NATH BISWAS, (5) SRI KARTICK CHANDRA BISWAS, (6) SRI ARUN KUMAR BISWAS, All Sons of Late Jatindra Nath Biswas, (7) SMT. ARCHANA BISWAS, Wife of Late Jugal Kishore Biswas, (8) SRI MEGHNATH BISWAS, Son of Late Jugal Kishore Biswas, (9) SRI CHANDAN BISWAS, Son of Late Jugal Kishore Biswas, being natural guardian of minor son Sm. Archana Biswas, residing at 7B, Balmiki Street, Calcutta, (10) SRI ASHESH DOLUI, (11) SRI AMALESH DOLUI, both sons of Late Kanai Lal Dolui, (12) SM. RENUKA DOLUI, Wife of Late Kanai Lal Dolui, No.9 to 11 residing at 78B, Tollugunj Road, Calcutta-700026, (13) SRI GOKULANANDA DAS, Son of Late Gopi Nath Das

Contd.- 2....

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10 - 12 - 82

Presented for registration at ..... 11-00 Am.
on the 13th day of Dec 82
at the Sealdah Sub-Registry Office
Amiya Kumar Das

Amiya Kumar Das.

Ajoy Kumar Das.

Amal Kumar Das.

Rabindra Nath Biswas

Karthick Chandra Biswas.

Arun Kumar Biswas.

Archana Biswas
for self & as Natural guardian mother of Minor son Chandan Biswas.

Megh Nath Biswas

Ashish Kumar Dalui

Amalesh Kumar Dalui

গোকুলানন্দ দাস

Gokulananda Das

কল্যাণ কুমার দাস

Kalyan Kumar Das.

Dipti Das

Nirendra Nath Sarkar
Advocate.

Amiya Kumar Das.
Amiya Kumar Das
Ajoy kr Das
Amal kr Das
all sons of A. Ashutosh Das
of 99 Rash Bihari Avenue cal 29
Rabindra Nath Biswas, Karthick Ch Biswas
Arun kr Biswas all sons of late Jatindra Nath
Biswas, Archana Biswas w/o late Jugal Kishor
Biswas for self & as Natural guardian
mother of minor son Chandan Biswas
Megh Nath Biswas of 7 B Balmiki St cal 6
Ashish Dalui, Amalesh Dalui sons of late
Kanai Lal Dalui Renuka Dalui W/o late
Kanai Lal Dalui of 78 B Tallygunge Rd
cal 26 Gokulananda Das S/o late
Gopinath Das, Umarani Das
W/o late Gopinath Das of 32 Uma Das
Lane cal 3 Kalyan Kumar Das
S/o late Kashi Nath Das, Dipti Rani
Das W/o Kalyan kr Das of 9A Surendra
Nath Banerjee Rd cal 13 all by cast.
Hindu & profession service & other

Nirendra Nath Sarkar
Advocate.

(14) SM. UMA RANI DAS, Wife of Late Gopi Nath Das, residing at No.32, Umadas Lane, Calcutta-700013, (15) SRI KALYAN KUMAR DAS, Son of Late Kashi Nath Das, (16) SM. DIPTI RANI DAS, Wife of Sri-Kalyan Kumar Das, being the Executor of Estate of Late Kashi Nath Das, deceased being Nos.14 & 15, residing at 19A, Surendra Nath Banerjee Road, Calcutta-700013 hereinafter jointly called the VENDORS (which terms and expressions shall unless excluded by and repugnant to the context be deemed and mean to include its successors-in-interest in Office) of the ONE PART:

A N D

(1) SM. DIPALI GHOSH, Wife of Sri Ratan Ghosh, (2) SRI RANA GHOSH, (3) SRI RAJA GHOSH, both Sons of Sri Ratan Ghosh, (4) SRI HARI NARAYAN GHOSH, (5) SRI SUDHIR GHOSH AND (6) SRI MADAN GHOSH, All Sons of Late Ramani Mohan Ghosh, All are residing at 1/1, Canal South Road, Calcutta-700015, P.S. Entally, District 24-Parganas, hereinafter jointly called the PURCHASERS (which terms and expressions shall unless excluded by or repugnant to the context mean and deem their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART:

WHEREAS the Vendor First Part is the absolute owner of ten annas undivided share in of 6 & 7, Munshi Bazar Road, detailed below in the Schedule and while in peaceful possession of the said land with structure through different tenants of 6 & 7, Munshi-bazar Road, Calcutta-700015, P.S. Entally the Vendors approached to sell their five annas (5) undivided share at a consideration of Rs.98,437.50 Paise only free from all encumbrances to the Purchasers.

AND WHEREAS the Purchasers have agreed to purchase the said five annas undivided share of 6 & 7, Munshi Bazar Road, Calcutta-7000015, P.S. Entally, detailed below in the Schedule amounting to Rs.98,437.50 P. and the Purchasers have this day paid to the Vendors a sum of Rs.501/- (Rupees Five hundred and one only) in payment of earnest money and towards the part payment of consideration money (the receipt whereof the Vendors doth hereby admit, acknowledge the balance of the said Purchasers shall be paid at the time of completion of Registration of Sale Deed by the Purchasers.

The Vendors shall take the income-tax Clearance Certificate from the Income-Tax Authority and shall complete the sale by way of Registration within 15 days from the date of receipt of Income-Tax Clearance Certificate.

The Vendors shall give answer to all reasonable requests that may be made by the Purchasers Lawyer arising out of the document of title or searches or otherwise.

The Vendors shall pay all rates and taxes and outgoings payable in respect of the said property upto the date of sale of the said property to the Calcutta Municipal Corporation before registration of the Sale Deed.

The Vendor with the execution of the said convenience shall deliver possession of the said property to the Purchaser or his nominee or nominees as the case may be.

Contd.- 4....

SUB-REGISTRAR
24 Parganas

So far the Vendors are aware of the said property or any portion thereof is not affected by my notice of acquisition or requisition of the Central or State Government or any other Public or Private Body or is affected by any scheme or alignment. If it is found to be so affected at any time before the completion of the transaction in terms of the agreement, the Purchasers shall be at liberty to rescind this agreement and if it is so the vendor shall refund the earnest money to the Purchaser within seven days from the date of rescind of this Agreement.

If the Vendors are ready to perform their part of this Agreement to the Purchasers and if the Purchasers fail or neglect or refuse to complete their purchase of the said property in terms of this Agreement the Vendors shall at liberty to cancel this Agreement.

All variations and modification of this Agreement which may hereafter be made by and between the Parties shall be binding on Parties hereto.

SCHEDULE ABOVE REFERRED TO:

District 24-Parganas, Sub-Registry - Sealdah, P.S. Entally, under Corporation of Calcutta, 6, Munshi Bazar Road, measuring more or less 2 Bighas 14 Cottahs and 25 Sq.ft. land along with market, houses etc. with easement right etc. which is butted and bounded in the manner following:-

Contd.-- 5.....

On the North: By Partly No.7, Munshi Bazar Road
and Partly No.8, Munshi Bazar Road.
On the East : By Nos.1, 2, 3, South Sealdah Road,
On the South: By South Sealdah Road
On the West : By Munshi Bazar Road

½ (Half of) 10 annas share of the total undivided property i.e. 5 annas share of the total undivided property is hereby conveyed.

2. SCHEDULE OF 7, MUNSHI BAZAR ROAD

District 24-Parganas, Sub-Registry Sealdah, P.S. Entally, under Corporation of Calcutta, 7, Munshi Bazar Road, measuring more or less 2 Cottahs 6 Chittacks 39 Sq.ft. land along with market, shop, houses etc. with easement rights etc. which is butted and bounded in the manner following:-

On the North: By 8, Munshi Bazar Road,
On the East : By 6, Munshi Bazar Road,
On the South: By 6, Munshi Bazar Road,
On the West : By Munshibazar Road.

½ (Half of) 10 annas share of the total undivided property i.e. 5 annas share of the total undivided property is hereby conveyed.

MEMO OF CONSIDERATION

RECEIVED within the named Purchasers the within mentioned sum of Rs.501/- (Rupees Five hundred and one only) as an advance payable by the Purchasers to the Vendors as per memo given below:-

100 Pcs. R.B.I. Note = 5 Nos.	...	Rs.500.00
Small Coin one	...	" 1.00
	TOTAL:	Rs.501.00

(Rupees Five hundred and one only).

IN WITNESS WHEREOF the Vendors and the Purchasers hereunto set and subscribe their respective hands this day, month and year first above written.

WITNESSES:

1. Debabrata Maity
Advocate

2. Nilmadhab Ganguly
Advocate

Read over & explained by me.
Nirmal Nath Sarkar.
Advocate.

1. Amiya Kumar Das
2. Ajoy Kumar Das.
3. Amal Kumar Das.
4. Rabindra Nath Biswas
5. Kartick Chandra Biswas.
6. Arun Kumar Biswas
7. Archana Biswas
Megh nath Biswas.
8.
Archana. Biswas,
for self and as natural guardian minor
of Chandan Biswas.
9.
10. Ashok Kumar Dalui
11. Amalesh Kumar Dalui
12. [illegible]
13. Gokulananda Das.
[illegible]
14.
15. Kalyan Kumar Das
16. Dipti Das

Drafted by
Debabrata Maity
Advocate
Sealdah Civil Court

Book No. I
Volume No. 20
Pages 406 to 415
Being No. 740
In the year 1984

15-1-85