



*14/10/96*

Stamp (b) of the Act is Provision of Stamp  
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STAMP AFFIXED BY  
*10/10/96*  
 STAMP SUPERINTENDENT,  
 CALCUTTA COLLECTORATE



Stamp Act 1894  
 Act III of 1911  
 Act 23  
 Stamp Duty  
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 in 1964  
 Additional  
 Calcutta

*Handwritten notes and signatures:*  
 2000/-  
 7-1900/-  
 2049/-  
 2000/-  
 31.3.77  
 2.8.1.96  
 A-1. pr.  
 31.3.77

A 1474/-  
 H 28/-  
 F 71/-  
 4/-  
 1513/-

THIS INDEMTURE made this 14th day of October One Thousand  
 Nine Hundred Ninety Six BETWEEN 1) SRI PARTHA SOME, son of Sri Chitta  
 ranjan Some, 2) SMT. MAHUA SOME, daughter of Sri Chitta Ranjan Some  
 both by faith-Hindu, by occupation-Business, both of 49/58, P.G.M.  
 Shan Road, P.S. Jadavpur, 1st Floor, Calcutta-700 033, represented  
 by their Constituted Attorney SRI SUBIR DUTTA, son of Late Sukumar  
 Dutta, by faith-Hindu, by occupation-Business, of 49/58, P.G.M. Sha  
 Road, P.S. Jadavpur, Calcutta-700 033, duly appointed by a General  
 Power of Attorney dated 19-12-95 registered at the Office of the  
 A.D.S.R. III, at Alipore and recorded in Book No.IV, Being Deed No.  
 206, for the year 1995, hereinafter referred to as the VENDORS  
 ( which expression shall unless excluded by or repugnant to the  
 context be deemed to mean and include their respective heirs, execu  
 tors, representatives, administrators and assigns ) of the ONE PART





Presented for Registration  
 1:00 P.M. on the 14th  
 Day of Oct. 1996  
 at the Sadar Registration Office,  
 Alipore, South, West Bengal  
 Subir Gupta  
 Executive/Chairman of  
 the Executive Committee of  
 Attorney for  
 Executive/Chairman of  
 Power of attorney No.  
 of 1996

Subir Gupta  
 870 Lt. Sukumar Dutta  
 of 49/58, P. G. M. Shah Road  
 P. S. Jadaipur, Cal-33  
 Hindon Business, as constid

14/10/96

attorney for Partha Some &  
 Mahua Some

Subir Gupta



14/10/96

Subir Gupta

As the Constituted attorney  
 of 1) Partha Some  
 2) Mahua Some

Benoj Das

870 Lt. Jogesh Das  
 of 41, Avenue South  
 Cal-75  
 Business

Benoj Das  
 870 Lt Jogesh Das  
 41 Avenue South

14/10/96



SRI GAJANAND PAREEK, son of Late Ramprasad Pareek, by faith-Hindu, by occupation-~~Business~~<sup>Service</sup>, presently residing at Panch Sheel Apartments, Flat No. G-405, 493/B, G.T. Road (South), Shibpur, Howrah, District : Howrah, permanently residing at Pareek Bhawan, P.O. Ratangarh, District : Churu ( Rajasthan ), hereinafter called the PURCHASER ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and assigns ) of the OTHER PART :

WHEREAS the predecessors of the present Vendors and their other co-sharers were seized and possessed of or otherwise well and sufficiently entitled to the land and hereditaments more fully and particularly described in the Schedule hereunder written along with other landed properties lying and situate at Mouza Rajapur, J.L.No. 23, Pargana Khaspur, R.S. No.14, under 24-Parganas Collectorate, Touzi No.109, comprising different Dag under different Khanda Khatians within Police Station Tollygunge at present Kasba, at present lying within the jurisdiction of Calcutta Municipal Corporation, Ward No. 109, in the District of 24-Parganas South.

AND WHEREAS during the District Survey Settlement the said landed property was recorded as Beel and Sali in Khatian No.10, in the name of predecessors of the present Vendors and their other co-sharers.

AND WHEREAS at the time of Revisional Settlement the predecessors of the present Vendors and their co-sharers submitted form 'B' under Section 6 (C) (E) of the West Bengal Estate Acquisition Act and retained possession of the said property under them and the said property was recorded in R.S. Khatian No.11 under different Dags in their names in finally published Records of Rights.

ACCORDINGLY in the name of Ashoke Kumar Roy Chowdhury .46 decimals was recorded in Dag No.1002 under Khanda Khatian No.484 and 0.16



decimals in Dag No.958 under Khanda Khatian No.484 and .2 decimals in Dag No.998 under Khanda Khatian No.486 and .3 decimals in Dag No.1030 under Khanda Khatian No.486 and .13 decimals in Dag No.1032 under Khanda Khatian No.486, aggregating .80 decimals.

IN THE NAME OF Malin Kumar Roy Chowdhury the predecessor of Nilima Roy Chowdhury, Smt. Tripti Bose, Smt. Dipti Palit, Smt. Supti Majunder and Smt. Samapti Ghosh .47 decimals was recorded in Dag No.1002 under Khanda Khatian No.528, out of which Dipti Palit acquired 1/5th share being  $.9 \frac{2}{5}$  decimals and .3 decimals was recorded in Dag No.1030 under Khanda Khatian No.527, out of which Dipti Palit acquired 1/5th share being  $\frac{3}{5}$  decimals aggregating .10 decimals.

IN THE NAME OF Anil Kumar Roy Chowdhury the predecessor of Sri Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra .47 decimals was recorded in Dag No.1002 under Khanda Khatian No.531 and .16 decimals in Dag No.958, under Khanda Khatian No.530 and .2 decimals in Dag No.998 under Khanda Khatian No.530, .3 decimals in Dag No.1030 under Khanda Khatian No.530 and .12 decimals in Dag No.1032 under Khanda Khatian No.530 aggregating .80 decimals.

AND WHEREAS by way of inheritance and as recorded owner Sri Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Sri Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra the predecessors of the present Vendors acquired the right, title and interest in the aforesaid property and enjoyed the same in Khas. Be it also noted here that the predecessors of Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Sri. Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury, Smt. Manasi Mitra and their other co-sharers were enjoying the said property as Raiyat or Proja from long before the abolition of Zamindari system under the Landlord Sri Kumar Bimal Chandra Singha and after the abolition of Zamindari system under the Govt. of West Bengal as the recorded Rayats in respect of the aforesaid property and paid the rents and taxes regularly.



AND WHEREAS the said Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra and their other co-sharers with a view to sell and transfer of the entire lands along with other owners at first entered into an Agreement in the month of May, 1983 with M/s. Shaw Manufacturers & Traders Ltd., and by the said Agreement said Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury, Smt. Manasi Mitra and other owners authorised and/or empowered the said company to sell, transfer and convey the entire lands of the aforesaid Dags but the said Company failed to complete the transaction within the time stipulated in the said Deed of Agreement and again in the month of March, 1991 the said Company entered into a fresh Agreement with the predecessors of the present Vendors namely Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra and other owners under fresh terms in total elimination of all the terms and conditions mentioned in the previous Agreement and the validity of the said Second Agreement was specifically mentioned to be upto 30th September, 1991 and under any circumstances time limits would not be extended and the said time would be considered as the essence of that contract. But ultimately the said Company failed to complete the transaction within the time specified in the said Second Agreement and as per the conditions of the said Agreement the said Deed of Agreement stands rescinded and/or cancelled and revoked by the said Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury, Smt. Manasi Mitra and other owners.

AND WHEREAS being the owners by way of inheritance and as recorded owner while the said Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra the legal heirs of Late Anil Kumar Roy Chowdhury were seized and possessed of the Schedule mentioned property, being in



need of money for meeting their legal necessities by a Registered Deed of Conveyance duly executed on 8-12-95 and registered on 18-12-95 at the Office of the District Registrar III at Alipore, vide Deed No. 1058 for the year 1995 sold, transferred and conveyed  $.27 \frac{2}{5}$  decimals of land of Dag No. 1002 along with other lands more fully described in the Schedule hereunder written unto and in favour of Sri Partha Some and Smt. Mahua Some the Vendors of these presents for the consideration mentioned therein and by virtue of purchase the Vendors became the owners of the said land.

AND WHEREAS the Vendors herein by an another Registered Deed of Sale executed on 20-12-95 and registered on 26-12-95 at the Office of the District Registrar III at Alipore and recorded as Deed No. 1904, for the year 1995 purchased from Sri Ashoke Kumar Roy Chowdhury, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra .34 decimals of land comprising Dag No. 1002 under Khanda Khatian Nos. 484 & 531 of the said Mouza Rajapur for the consideration mentioned therein.

AND WHEREAS the Vendors herein by an another Deed of Sale executed on 2-1-96 and registered on 22-1-96 at the Office of the A.D.S.R. III at Alipore and recorded as Deed No. 117 for the year 1996 purchased .2 decimals of land of R.S. Dag No. 998 under Khanda Khatian No. 530 and .21 decimals of land of R.S. Dag No. 1002 under Khanda Khatian No. 531 of the said Mouza from Sri Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra for the consideration mentioned therein.

AND WHEREAS in the manner aforesaid the Vendors herein became the absolute owners of an area of  $.82 \frac{2}{5}$  decimals of land of Dag No. 1002 and .2 decimals of land of Dag No. 998 and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said land having unfettered right, title and interest thereto and free from all charges, encumbrances and attachments whatsoever.

...



Further the Vendors herein by different deeds from the different co-sharers purchased the land of Dag No. 1002 under different Khanda Khanda Khatians the said Mouza Rajapur and jointly enjoyed the said property in Khas.

AND WHEREAS the Vendors herein for various reasons declared for absolute sale of a piece and parcel of land measuring 3 Cottahs 0 Chittacks 0 Sq.ft., more or less free from all encumbrances at a fixed price or consideration of Rs. 1,35,000/- ( Rupees One Lac Thirty five thousand ) only and the Purchaser herein agreed to purchase the said plot of land more fully described in the Schedule below and delineated in the Plan annexed hereto and depicted by RED Border lines at the said price or consideration.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,35,000/- ( Rupees One Lac Thirty five thousand ) only well and truly paid by the Purchaser to the Vendors at or before the execution of these presents and that being the full consideration money of the said land ( the receipt whereof the Vendors do hereby admit and acknowledge as per Memo of Consideration hereunder written and of and from the payment of the same and every part thereof the Vendors do hereby acquit, release and forever discharge the said Purchaser as well as the land hereby sold and transferred ) the Vendors do hereby grant, transfer, convey, sell, assure and assign unto the said Purchaser ALL THAT piece and parcel of land measuring 3 Cottahs 0 Chittacks 0 Sq.ft., more or less lying and situate at Mouza Rajapur, J.L.No.23, Pargana Khaspur, R.S. No.14, under Touzi No.109, comprising Dag No.1002 under Khanda Khatian Nos. 484, 528 & 531, P.S. formerly Tollygunge at present Kasba, also lying within the limits of Calcutta Municipal Corporation, Jadavpur Unit, Ward No.109; in the District of 24-Parganas South more fully and particularly described in the Schedule hereunder written and delineated in the Map or Plan annexed hereto and depicted by RED border lines therein OR HOWSOEVER OTHERWISE the said land and hereditaments

...



now is or are or heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, bushes, water, watercourses and all other former and ancient rights, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said land belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents issues and profits thereof A N D all the estate right, title, interest, claim and demand whatsoever both at law and in equity of the Vendors into or upon the said land and every part thereof A N D all the deeds, pattahs, muniments, writings, evidences of title whatsoever relating to or concerning the said land and every part thereof which now are or hereafter may be in the custody, power, control or possession of the Vendors or any person or persons from whom the Vendors may procure the same without any lawful action or suit, TO HAVE AND TO HOLD the said land and hereditaments so to be unto and to the use of the said Purchaser absolutely forever free from all encumbrances.

A N D the Vendors do hereby covenant with the Purchaser as follows :-

THAT notwithstanding any act, thing, deed, matters whatsoever made done executed or knowingly suffered to the contrary the Vendors now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said land hereby granted, transferred, conveyed, sold or expressed or intended so to be unto and to the use of the said Purchaser in manner aforesaid and delivered vacant and peaceful possession of the said land more fully described in the Schedule hereunder written to the Purchaser simultaneously with the execution of these presents.

A N D the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land and



hereditaments or every part thereof and pay the rents and taxes to the Appropriate authorities upon getting his name mutated in the Office of the Calcutta Municipal Corporation and receive the rents issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of their predecessor-in-title and that free and clear, freely and clearly and absolutely acquitted, exonerated, discharged saved harmless and keep the Purchaser indemnified from or against all charges, estates, encumbrances created by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER the Vendors and all person or persons having lawfully or equitably claiming any estate or interest into or upon the said land or any part thereof from under or in trust for the Vendors shall and will from time to time or at all times hereafter at the costs and request of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and better and more perfectly assuring and conveying the said land to and unto the said Purchaser as shall or may be reasonably required.

The Vendors do hereby declare that the Purchaser his heirs, executors, successors, representatives, administrators, assigns, men, agents, workers will be permitted to use in perpetuity the 12'ft., Wide Common Road with right to take Electric cables, Wires, Tap water, Gas, Telephone etc., connection through the said 12' ft., wide Common Road together with all sorts of easement rights thereto.

The Vendors also declare that the land hereby sold and fully described in the Schedule hereunder written has not been previously leased, mortgaged, sold nor in any way transferred by the Vendors and there is no charge, lien, lispendens or any attachment whatsoever. The land hereby sold is not subject to any litigation nor any case, suit or proceeding is pending before any Court of law against the said

...



land. The Vendors sold the said land while having good clear and marketable title therein and free from all encumbrances.

ed

IF any of the statements or covenants made hereinbefore by the Vendor is found to be false, untrue or any defect in title is detected hereinafter the Vendors shall be liable for the same.

IF any error or omission is detected in this Deed in future the Vendors shall at the costs and request of the Purchaser do and execute or cause to be done and executed any Supplementary Deed or Deed of Rectification/Declaration as and when such occasion arises in future, in favour of the Purchaser, his heirs, executors, successors, representatives and assigns.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring 3 Cottahs 0 Chittacks 0 Sq.ft., be the same a little more or less lying and situate at Mouza Rajapur, J.L.No.23, R.S.No.14, under Touzi No.109, comprising C.S.Khatian No.10, R.S.Khatian No.11, under Khanda Khatian Nos. 484, 528 & 531, appertaining to R.S. Dag No.1002 under P.S. formerly Tollygunge at present Kasba, also lying within the local limits of the Calcutta Municipal Corporation, Jadavpur Unit, Ward No.109, Sub-Registry Office at Sealdah, District 24-Parganas (South) together with all sorts of easement rights thereto and the said plot of land is delineated in the Map or Plan annexed hereto and depicted by RED border lines, being butted and bounded by :-

- ON THE NORTH : R.S. Dag No.1002.
- ON THE SOUTH : R.S. Dag No.1002.
- ON THE EAST : 12'-0" Wide Common Road.
- ON THE WEST : R.S. Dag No.1002.

Proportionate rent of Rs.1.00/- payable to the Collector, 24 - Parganas South, for the State of West Bengal.

The land hereby sold is utilised for Agriculture.



IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands the day, month and year first above written.

In presence of :-

I. Benoy Das  
41 Avenue South  
Cal-75

II. Uday Shankar Gupta  
P-232 Unique Park  
Pochela - Cal-34

*S. P. S. N.*

As the Constituted Attorney of  
1) Sri Partha Some and 2) Smt.  
Mahua Some the Vendors.

Memo of Consideration

RECEIVED from the Purchaser the within mentioned sum of Rs. 1,35,000/- ( Rupees One Lac Thirty Five thousand ) only being the full Consideration Money in the manner hereunder written.

*Paid by cheque no. 663487 dated  
on ANZ Grindlays Bank  
69, G.C. Avenue Branch  
Calcutta.*

*Rs. 1,35,000-00*

*Rupees One Lac thirty Five thousand  
only.*

*S. P. S. N.*

Witnesses :-

I. Benoy Das  
41 Avenue South  
Cal-75

As the Constituted Attorney of  
1) Sri Partha Some and 2) Smt.  
Mahua Some the Vendors.

II. Uday Shankar Gupta  
P-232 Unique Park  
Pochela - Cal-34

Drafted by me :  
Anwarul Kurnar Das  
w/B, 378/81.  
Advocate, Alipore Police Court,  
Calcutta-27.

Typed by :  
Jayanta Sinha  
Jayanta Sinha  
Alipore Police Court,



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11. Uday Kumar Sinha  
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11. Uday Kumar Sinha  
P-232 Unique Park  
Pochala - Cal-34

Drafted by me :

Anwarul Karim Das  
w/B, 378/81.  
Advocate, Alipore Police Court,  
Calcutta-27.

Typed by :

Jayanta Sinha  
Jayanta Sinha  
Alipore Police Court,  
Calcutta - 27.



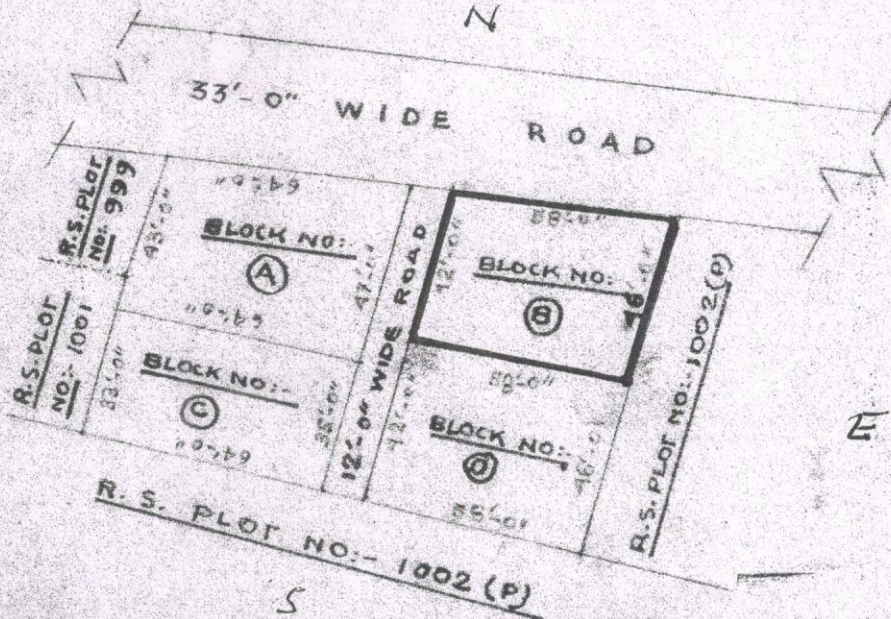
SHOWING THE SITE PLAN OF R.S. PLOT NO:-1002 (P) AND MOUZA RAJAPUR JL. NO:-23 P.S. KASBA DIST:-24 PARGANA(S) UNDER CALCUTTA MUNICIPAL CORPORATION WARD NO:-109 SCALES:-1:600



REFERENCE :-

SOLD AREA LAYOUT BLOCK (COLOUR IN RED) SHOWN :-

*ROAD 64-6 FT*  
*1K-64-6 FT*



SCHEDULE :-

MOUZA RAJAPUR JL. NO:-23	R.S. KHATIAN NO:-	R.S. PLOT NO:- 1002 (P)	LAYOUT BLOCK NO:-	AREA OF LAND			(MORE OR LESS)
				HA.	CH.	SFT.	
			A	04	-	-	
			B	03	08	20	
			C	03	-	16	
			D	03	08	20	

DRAWN BY :-  
*[Signature]*  
SURVAYOR

(SIGNATURE OF VENDOR)

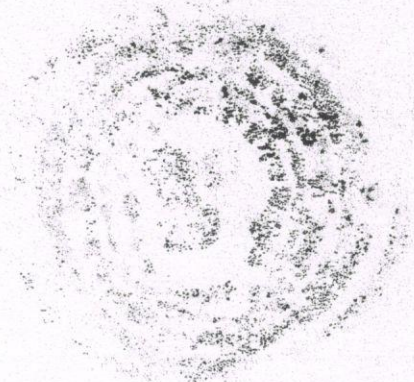
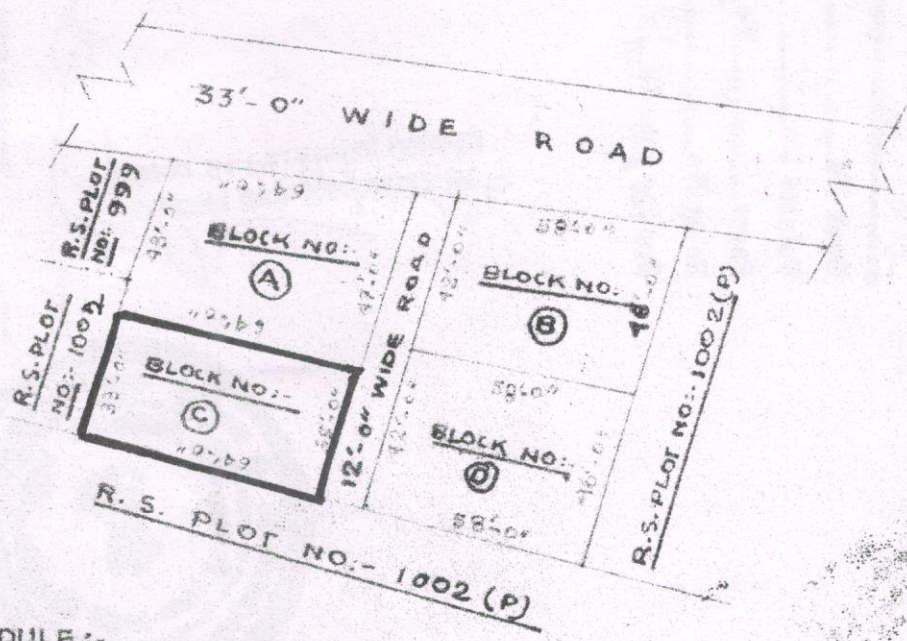


SHOWING THE SITE PLAN OF R.S. PLOT NO:- 1002 (P) AND P. MOUZA RAJAPUR JL. NO:- 23 P.S. KASBA DIST:- 24 PARGANA(S) UNDER CALCUTTA MUNICIPAL CORPORATION WARD NO:- 109 SCALE:- 1:600



REFERENCE :-

SOLD AREA LAYOUT BLOCK (COLOUR IN RED) SHOWN :-



SCHEDULE :-

MOUZA RAJAPUR JL. NO:- 23	R.S. KHATIAN NO:- 484, 528, 531	R.S. PLOT NO:- 1002 (P)	LAYOUT BLOCK NO:-	AREA OF LAND			(MORE OR LESS)
				KA	CH	SFT.	
			A	04	-	-	
			B	03	08	20	
			C	03	-	16	
			D	03	08	20	

DRAWN BY :-  
*(Signature)*  
SURVAYOR

*(Signature)*  
As the Constituted  
attorney of  
1) Partha Some  
2) Mouka Some

(SIGNATURE OF VENDOR)



DRAWN BY :

*one plan posted*

Book No. ....  
 Volume No. *20*  
 Pages .....  
 Being No. *1175*  
 For the year 19*17* to *20*

Sub-Registrar  
 Meerut 24 Parganas (Seeth)



*[Handwritten signature]*

Sub-Registrar  
 Meerut 24 Parganas (Seeth)

*66/8/5*