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Lotado ato

THIS INCENTURE made this the 24/H day or September, One Thousand Nine Hundred and Ninety-Three <u>BETWEEN</u> <u>SRI SUBRATA SENGUPTA</u>, son of Late Sachindra Kumar Sengupta, by occupation Business, residing at 42/1, Kailash Ghosh Road, P.S. Thakurpukur, Calcutta-700 008, bereinafter called the <u>"VENDOR"</u> (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 <u>ONE PART</u> AND JITENDRA NATH

Contd..P/2..

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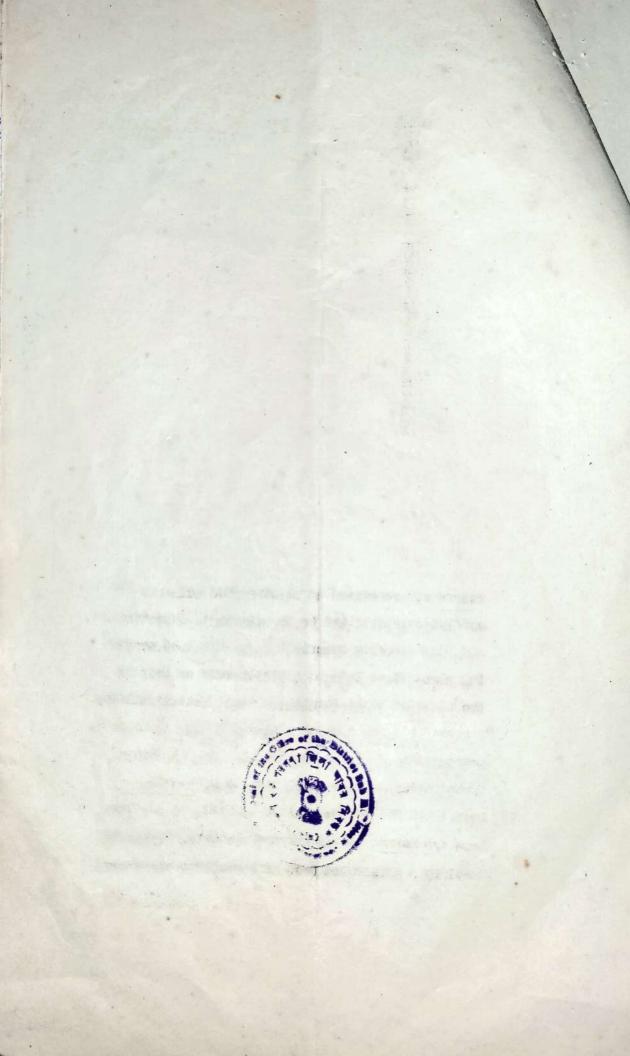


DASCUPTA, son of Late Ramananda Dasgupta (Das Munsi), by religion Hindu, by occupation retired Serviceman, residing at present at 8A, Hipon Street, P.S. Park Street, Calcutta-700 016, bereinafter called the "PUECHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his beirs, executors, administrators, representatives and assigns) of the <u>OTHER PART</u>.

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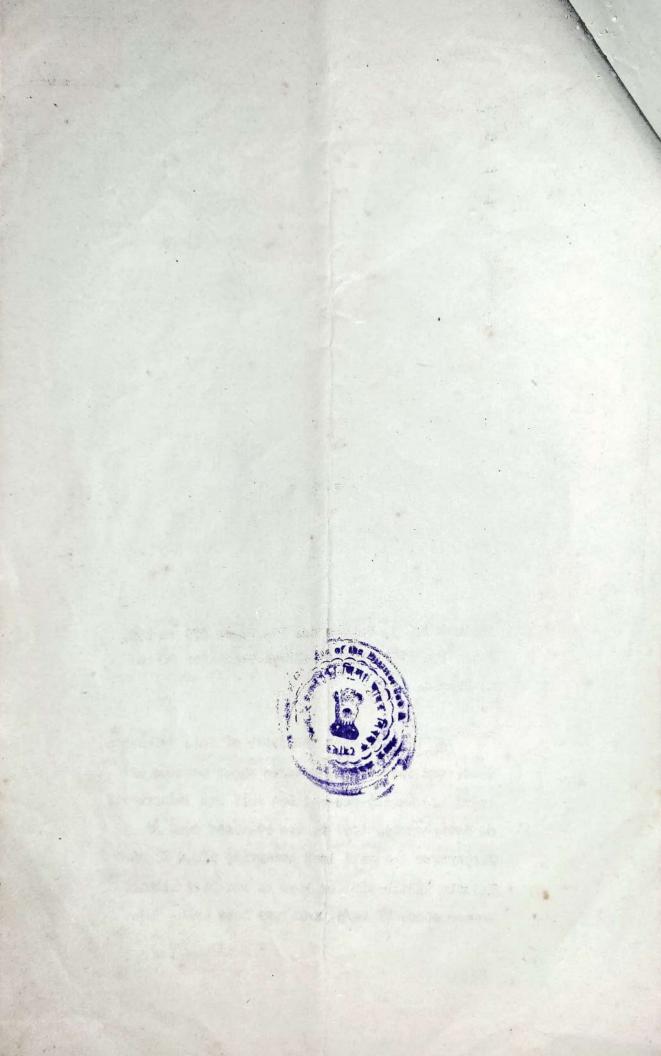
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WHEREAS One Shri Nirmal Chandra Ghosh and bis wife, Smt. Sudharani Ghosh as his benamdar was Contd..P/3..



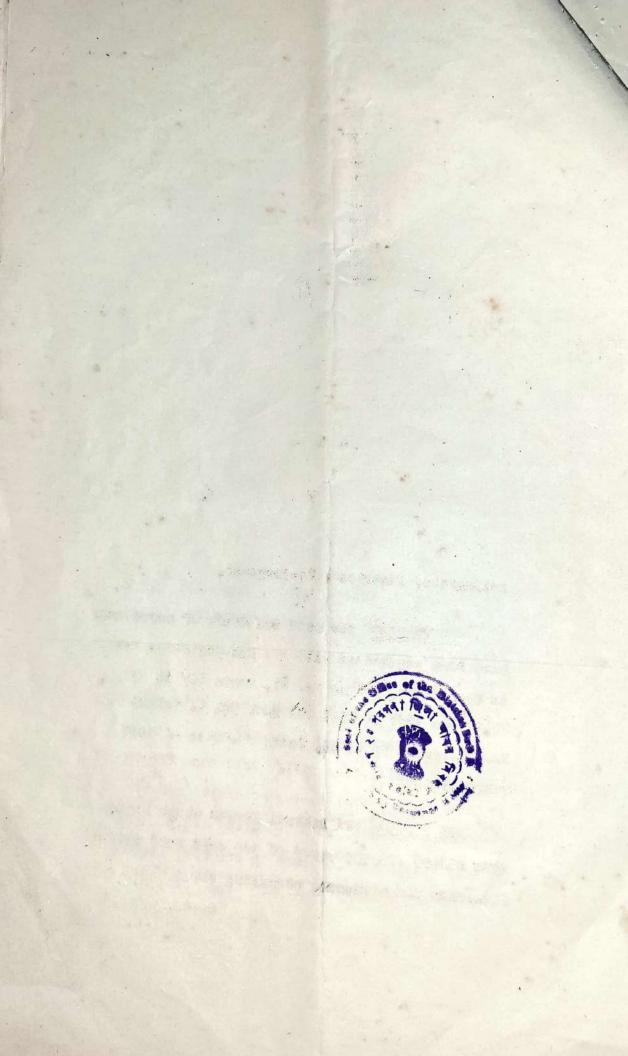
seized and possessed of or otherwise well and sufficiently entitled to the messuage, tenaments and bereditaments comprised in vacant land messuring about Eight Cottabs a little more or less in the District of 24-Parganas, Police Station Bebala, Pargana Khaspur, Sub-Registration Office at ALIPore, in Touji No. 239, R.S. No. 43, J.L.No. 23, Mouja Purba Barisba, Khatian No. 1595, Dag No. 904, Revisional Settlement Khatian No.2168, by purchase from one Sarada Prasad Pal and his wife, Dayamoyee Dassi by a Registered Deed of Conveyance registered Contd..P/4..

= 3 =



in Bock No. 1, Volume No. 18, Pages 253 to 258, Being No. 1155 of 1943 of Sub-Registrar Orrice at Bebala.

<u>AND WHEREAS</u> upon the death of Smt. Sudbarani Ghosh and Shri Nirmal Chandra Ghosh because of legal and family necessities sold and transferred on November 29, 1947 by two separate Deed of Corveyance the said land measuring about Eight Cottabe little more or less to one Shri Bibbuti Ebusan Ghosh of 14/5, Kalitara Eose Lane, P.S. Contd..P/5..



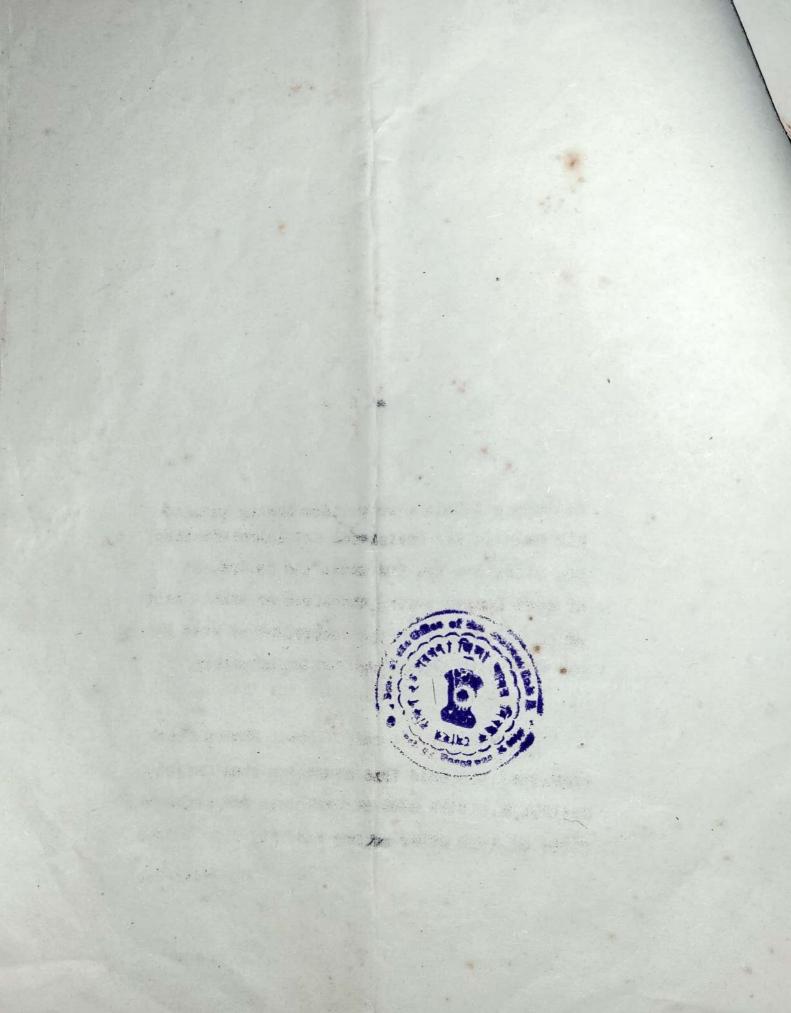
## Beliagbata, District : 24-Parganas.

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AND WHEREAS the said two deeds of conveyance bave been registered with the Sub-Registrar Bebala, in Book No. 1, Volume No. 21, Pages 167 to 172, Being No. 1543 of 1947 and Book No. 1, Volume No. 23, Pages 30 to 36, Being No. 1544 of 1947 respectively.

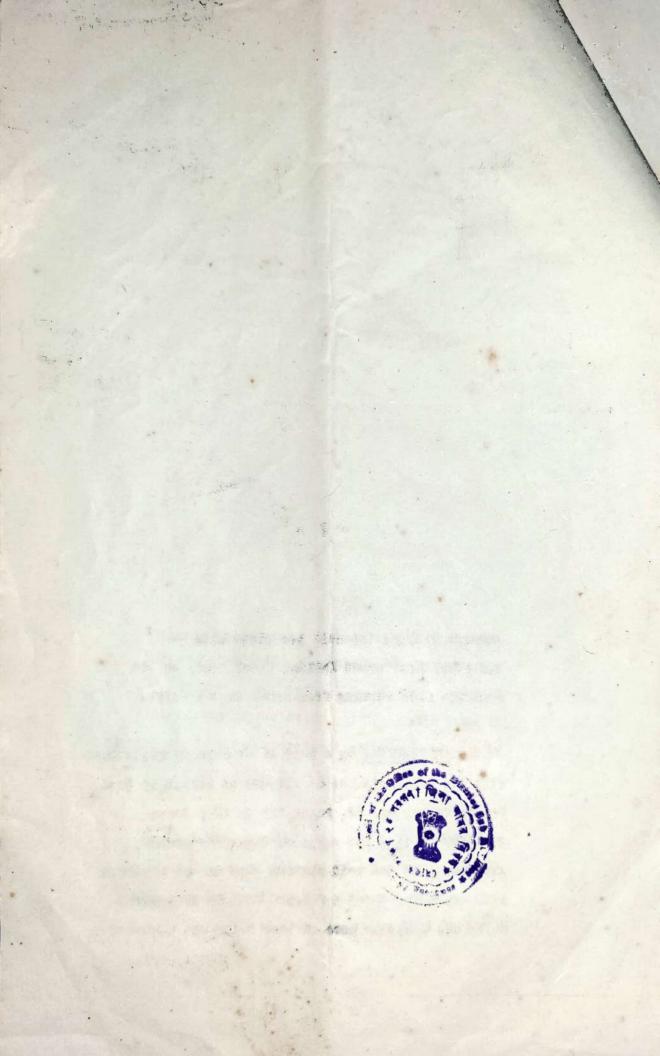
AND WHEREAS Sri Bibbuti Bhusan Gbosh being thus seized and possessed of the said land hereditaments and tenaments measuring about Eight Contd..P/6..



Cottabs a little more or less baving mutated bis name in the Revisional Settlement Khatian No. 2168, Dag No. 904 under the Government of West Bengal paying therefore an annual rent of Rs. 1-1-3 pies to the Government of West Bengal and also with South Subarban Municipality.

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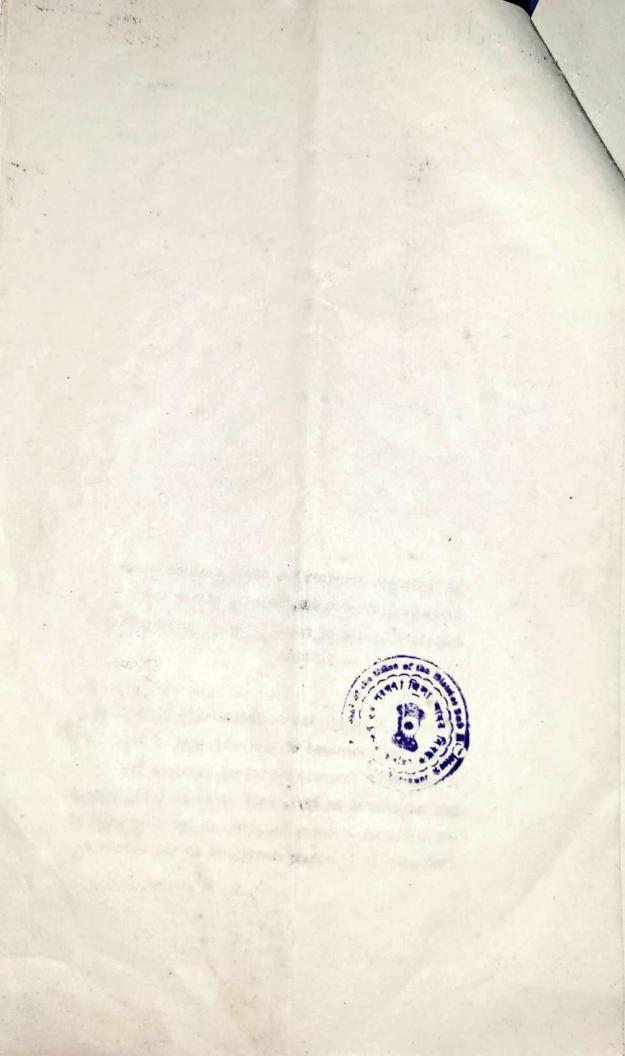
<u>AND WHEREAS</u> the said Bibbuti Bhusan Ghosh converted the said land measuring about Eight Cottabs a little more or less into two separate Plots of land after making a 6' ft. wide common Contd..P/7..



passage linking the said two plots with the funicipal Road named Kailash Ghosh Road, on the southern side running from south to the North.

= 7 =

AND WHEREAS by a Deed of Conveyance registered with the Sub-Registrar at Alipore at Eebala in Book No. 1, Volume No. 24, Pages 121 to 127, Leing No. 1322 of 1963 the Surjadeb Gupta purchased plot No. 2 of the said ploting plan on the southern side measuring about 3 (three) Cottabs 12(twelve) Chittacks a little more or less being now numbered Contd..P/8..

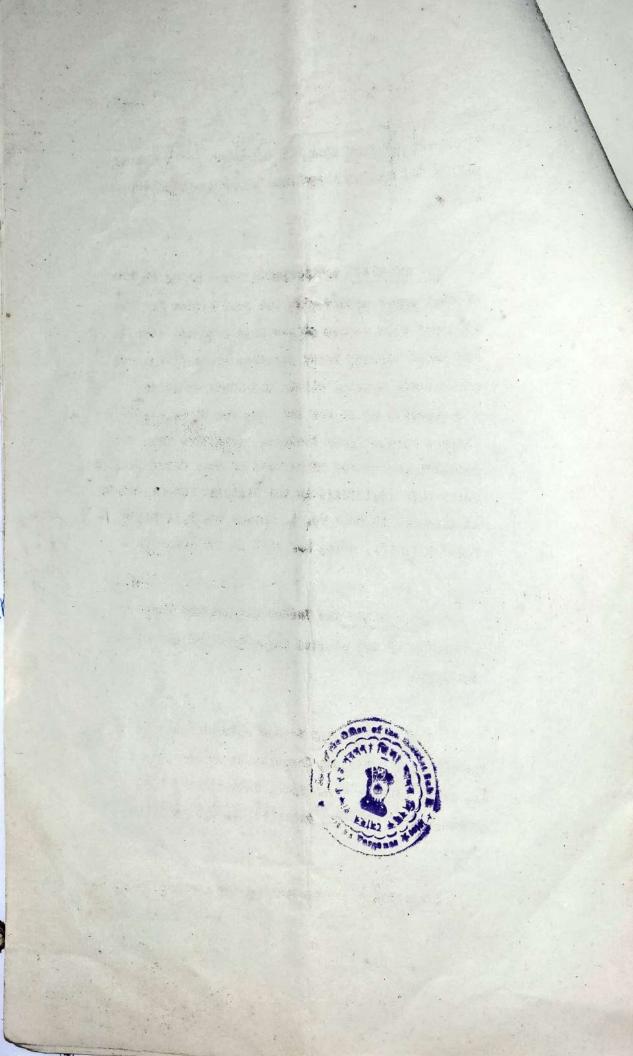


as Municipal Premises No. 42/1, Kailash Ghosh Road, Calcutta-700 008, Bebala, within the Municipal Limits of South Subarban Municipality at a price of No. 3,000/-.

8

<u>AND WHEREAS</u> the Surjadeb Gupta being thus seized and possessed of the said plot of land being a portion of formerly Municipal Premises No. 20/1, now renumbered as 42/1, Kailasb Ghosb Road, Bebala, now built up masonary building on the said plot of land more particularly described in the schedule

Contd ... P/9 ...



bereunder written with bis own money and had been paying the due Municipal and other taxes in respect bereof.

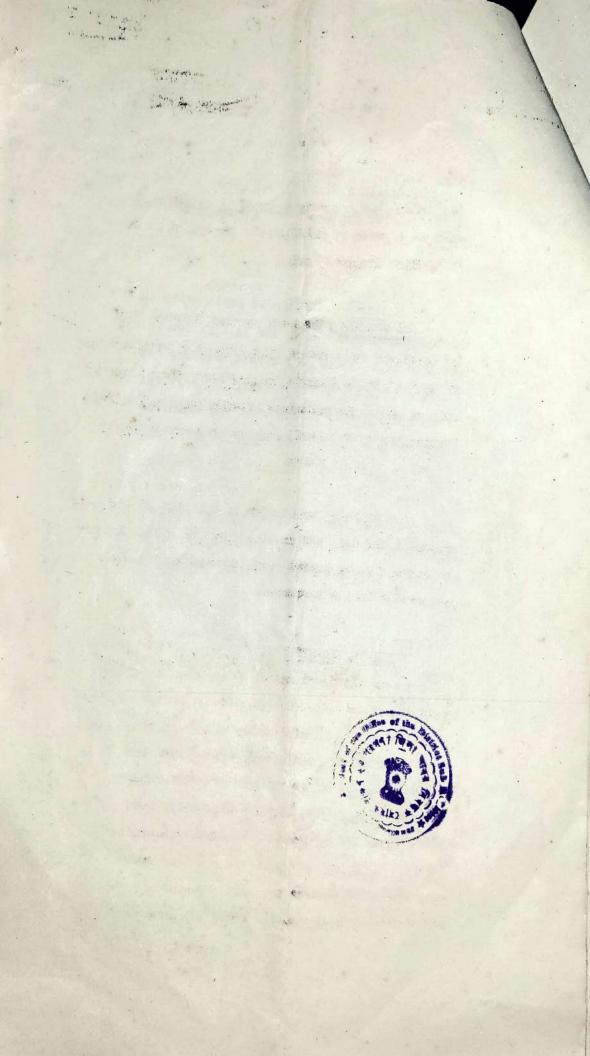
AND WHEREAS the Surjadeb Gupta being in need of cash money agreed with the said Vendor for the absolute sale to him of the said messuage land and hereditaments being premises No. 42/1,Kailash GHOSH Road, Behala, within the South Subarban Municipality at or for the lump sum of %s. 48,000/-(Rupees Forty-Eighty Thousand) only free from all encumbrances by and under Deed of Sale dated 3.8.1981 which were registered in the District Sub-Registrar at Alipore, in Book No. I, Volume No. 303, Pages No. 149 to 155, Being No. 9119 in the year 1981.

AND WHEREAS the Vendor constructed further structure of two storied incomplete and unfinished building.

AND WHEREAS the Vendor mutated his name in the Calcutta Municipal Corporation in premises No. 42/1, Kailash Ghosh Road, Calcutta-700 008, in respect of property described in the schedule below.

AND WHEREAS the Vendor reeling inconvenience to Contd..P/10..

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lock after the property intends to sale the same at a price of Rs.1A9,000/- (Rupees One Lac Forty-Nine Thousand) only.

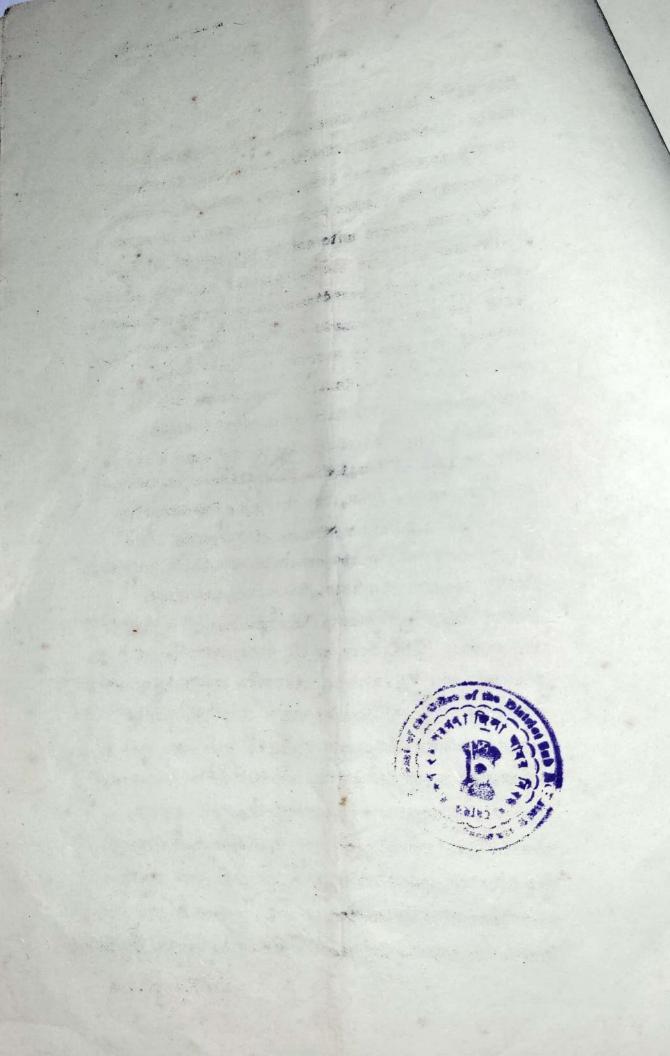
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AND WHEREAS the both parties entered into . an Agreement for Sale on 25.8.1993 at a consideration of Rs. 1,49,000/- (Rupees One Lac Forty-Nine Thousand) only of which the Purchaser already paid Rs. 20,000/-(Rupees Twenty Thousand) only as an Advance and/or by way of Earnest Money.

<u>AND WHEREAS</u> the Vendor at the time of the said Agreement for Sale and on receiving the said Advance of Earnest Money banded over peaceful kbas vacant possession to the Purchaser.

<u>NOW THIS INDENTURE WITNESSETH</u> that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,49,000/- (Rupees One Lan Forty-Nine Thousand) only of lawful money of the Union of India to the Vendor well and truely paid by the said Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit as per Memo of Consideration and acknowledge and of and from the same and every part thereof discharge the said purchase and the said land and hereditaments being the premises

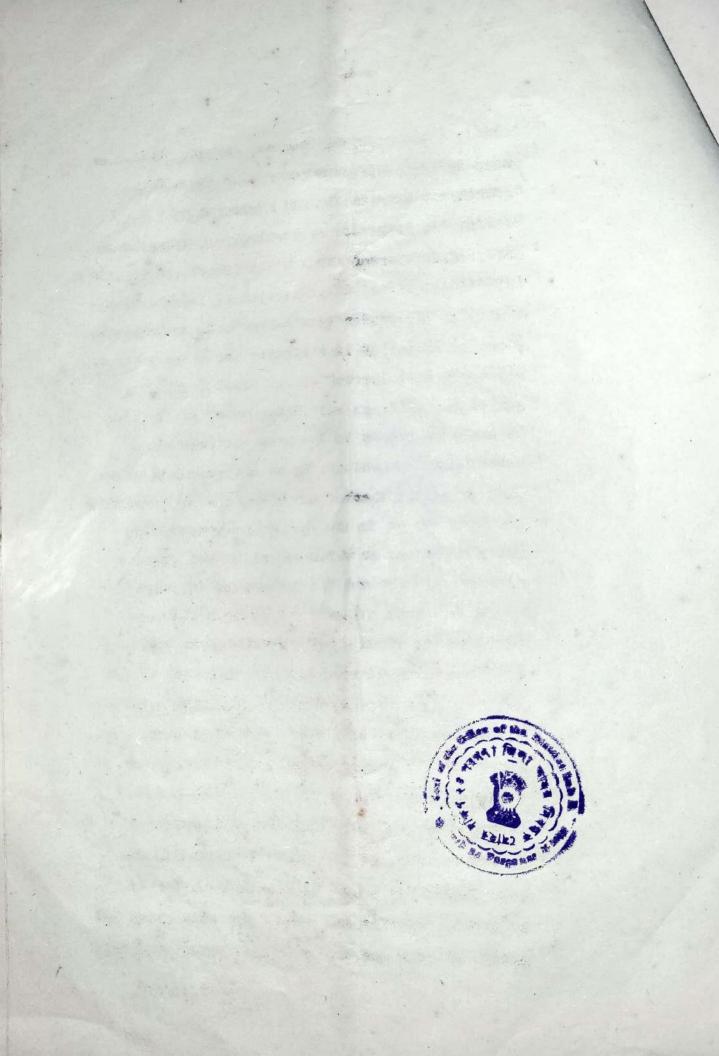
Contd. . P/11 ...



No. 42/1, Kailash Ghosh Road, Debala, within the South Subarban Municipality, morefully described in the schedule 'A' hereto and intended to hereby conveyed) the Vendor doth hereby grant, transfer convey and assure unto and to the use of the said Purchaser All THAT the two storied building messuage tenaments, land, hereditaments and premises together with the Land thereunto belonging and on part whereof the same is erected and built being premises No. 42/1, Kailasp Chosh Road, Eebala, containing by estimation an area of 3(three) Cottabs 12(twelve) chittacks be the same a little more or less in Touji-No. 239, Alipore Collectorate R.S.Khatian No. 2168, Dag No. 904, Sub-Registry Office at Alipore at Bebala, 24-Parganas, more fully described in the schedule hereto OR HOWSOEVER OTHERWISE the said land, building, messuage, tenaments, bereditaments and premises now are or is hereto before were or was situated, butted, bounded, called, known, described or distinguished TOCETHER WITH all bouses out bouses and other buildings erections and fixtures and ways, paths, passages, sewers, drains, water courses, lights, liberties, privileges, advantages, easements, emoulments, appendages and appurtenances whatsoever to the said piece or parcel of land and the bereditaments belonging or in anywise appertaining therewith or now or heretofore held, used, occupied,

Con ta .. P/12 ...

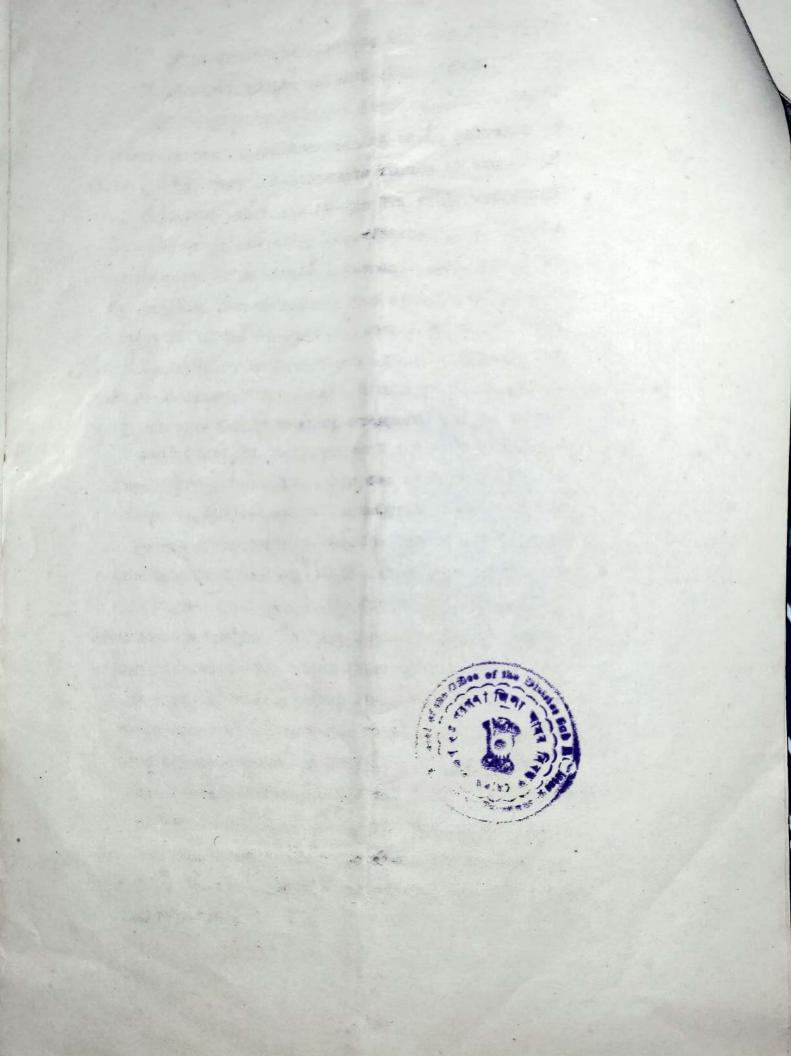
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possessed of, enjoyed, reputed, deemed, taken or known as part and parcel or number thereof or appurtenant thereto AND THE REVERSION OR REVERSIONS, remainder or remainders, rents, issues and profits thereof AND ALL THE ESTATE, right, title interest claim and demand whatsoever at law or in enuity of the Vendor into out of or upon the said piece or parcel of land bereditaments and premises and every part thereof AND all deeds, pattabs, muniments, writings and evidences of title which in any wise relate to the said messuage, land bereditaments, dwelling bouse and premises or any part or parcel thereof which now are or thereafter shall or may be in the custody, possession or power or Vendor or which he can or may procure without any suit and the documents, delivered to the Purchaser TO HAVE AND TO HOLD the same unto the use of the purchaser for ever absolutely and free from all encumbrances AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatscever by the Vendor or any person or persons claiming through or under him made done or executed or knowingly suffered and permitted to the contrary be the Vender bath in him now good right full power and absolute authority to grant, transfer and convey the said piece and parcel of land and the messuage, hereditaments.

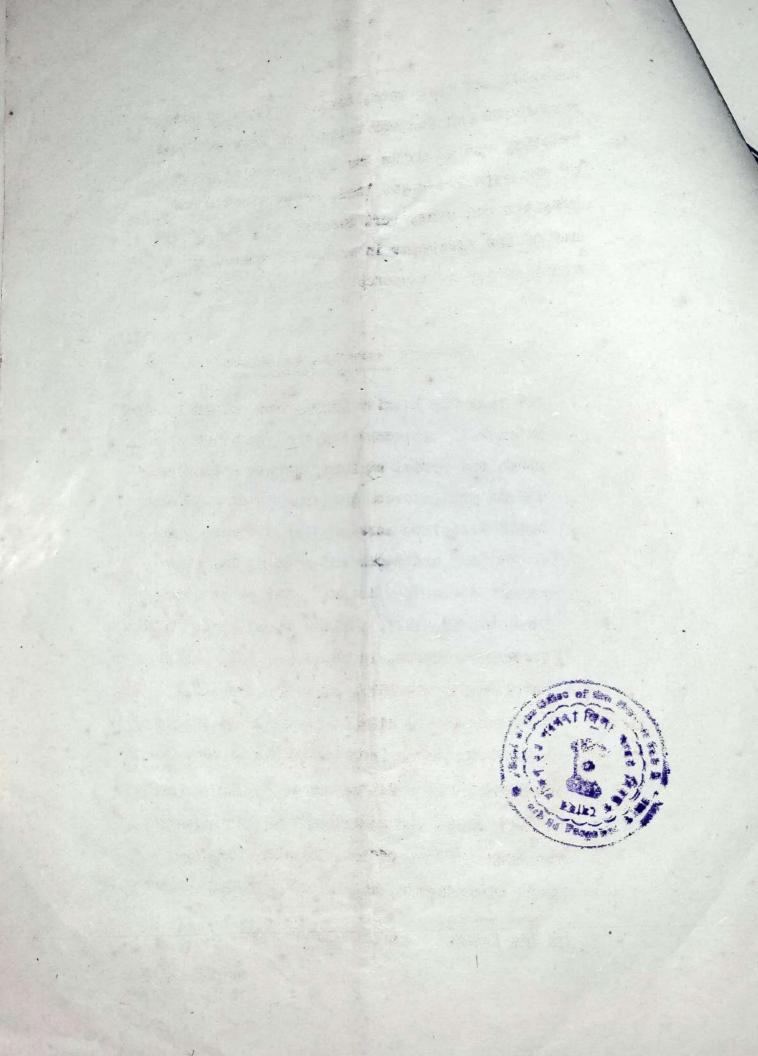
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dwelling house and premises being No. 42/1, Kailasb Ghosb Road, Bebala, bereby granted, transferred, conveyed and assured or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND THAT the Purchaser shall and may at all times bereafter peaceably and quitely possessed and enjoy the said messuage, tenaments, bereditaments, dwelling bouse and premises hereby granted and received and take the rents is sues and profits therefrom without any hindrance lawful eviction interruption, disturbance, dlaim or demand whatsoever from of or by the Vendor or any person or persons rightfully or equitably claiming from under or in trust from bim AND THAT free and clear and freely and clearly. and absolutely discharged or exonerated or otherwise by the Vendor well and sufficiently saved, defended, kept, barmless and indemnified of from against all former and other estates, charges, liens, debts, attachments execution and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming estate right, title or interest in the said piece or parcel of the said land and bereditaments from under or in trust for bim or them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do and cause and procure to be made, done or Contd. . P/14 ..

= 13 =



executed all such acts, deeds, matters or things whatsoever for further better and more perfectly granting and as suring the said piece or parcel of the said messuage, land, hereditements and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid or as shall or may be reasonably required.

14 =

## SCHEDULE referred to above.

All That Two storied, incomplete and antimicated 1st floor Pothy done ( constructed). brick built messuage building together with piece and parcel of land thereto belonging and on part whereof the same is erected and built measuring more or less 3(three) cottabs 12(twelve) chittacks and 6'(six) ft. wide common passage, situate, lying at or being Premi ses No. 42/1, Kailasb Chosb Road, Bebala, Calcutta-700 008, in Touji No. 239, Dag No. 904, C.S.Kbatian No. 1595, J.L. No. 23, R.S.No. 43, R.S.Khatian No. 2168 at Mouza Purba Barisba, P.S. Thakurpukur (previously under P.S. Eebala) District : South 24-Parganas, paying therefor is 1-09 p. . o the Government of West Bengal, Sub-Registration Office, Bebala, District : South 24-Parganas, butted and bounded :-

On the South : Kailash Ghosh Road;

Contd. . P/15 ..



on the West : 6' ft. wide Road; on the North : House of Asboke Chatterjee; On the East : House of Tinkari Paul. White South ; Karlash shoth Road

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## MEMO OF CONSIDERATION

1) graft no 473819, 4738202 473821 of state Bank of India Elliat Re Branch (1792) calculte-16 db-16-993 among to 10 435 500+ Bach Talet - - - 10 29,0001 2) plance fail by cush 30,000 Job 000 subscribed bis band and seal on the day, month and year first above written.

Signed, Sealed & Delivered

1. Denod Waite Dimes Subucto Sen Suffa 143 Sullants Sarcui Signature of the VENDOR calculto-8

2. Sagar Das Alin Palice carl cal 27-

Drafted and prepared by, So Mughle Alipur Judges fuit ADVOCATE. Typed by : So Mughle Alipore Judges' Court.



LAND PLAN OF PORTION OF DAG. NO. 904. C.S. KHATIAN NO. 1595 J.L. NO. 23. R.S. NO. 43. TOWJINO. 239, R.S. KHATIAN NO. 2165 AT MOURA. PURBA BARISHA. AT. C.M.C. PREMISES NO. 441 KATLASH GHOSH ROAD. (Under Sauth Subarban unit) D. DEVALA NOW (PS). THAKURPUKUR.

TOTAL AREA OF LAND SKT. 2CH. 18 SET.

LAND OF

7646" - ALOT NO. () SRI ASHOKE CHATTERJEE

SUGHIL KEMAR GONTA

DRAIN

SHOWN IN RED BEDER

21 NG

TINKARI

LAND

SCALE := 16

AREA OF LAND 4 KA O CH. O SFT. 70-0" 64-0" PLOT NO. (2)

MOMMEN

SRI JETENDRA. NATH DASGUPTA. AREA OF LAND 3RT. 12CH. OSFR

KAILASH CHOSH

M.J.

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VENDOR

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DATED THE

DAY OF SEPT. 1993.

DEED OF INDENTURE

## BETWEEN

SEI SUBRATA SENGUPTA ... PUNDOR.

AND

SRI JITENDRA NATH DASGUPTA ... PURCHASER



Reg : 42/1, Kailash Ghosh Road, Bebala, Colcutta-700 008.

prepared in the Office of

ADVOCATE.