T. I. DER Advocts aliposer goliseo cond
$1800 \mathrm{kNo}-1 \mathrm{In}$ deedwo. 13177 for 1993 ar.

Phis INDENTURE made this the 24 ( Kay of september, one Thousand Nine Hundred and Ninety-Tbree BETWEEN SRI SUREATA SENGUPTA, son of Late Sacbindra Kumar Sengupta, by occupation Business, residing at $42 / 1$, Kailasb Gosh Road, PoSe Thakurpukur, Calcutta700008 , hereinafter called the "VERDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include bis heirs, executors, representatives, administrators and assigns) of the ONE PART AND JITBNDAA NATH


$\mathbb{K}=$ Pn-ratations

$=2=$

DASGUPTA, son of Late Ramananda Dasgupta (Das Munei), by religion hindu, by occupation retired serviceman, residing at present at 8 A , Kipon Street, Pos. Park Etreet, Calcutta-700 016, bereinafter called the "PJiCHACBR" (whicb expression sball unless excluded by or repugnant to the context le dermed to mean and include bis beirs, executors, administrators, representatives and nesiens) of the OTEER PARP.

WHPBEAS one cbri Kirual Cbandra Gbocb and Wis vife, sat. Sudbarani Gbosh as bie benaadar 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 Eigbt Cottabs a little more or less in the District of 24 -Parganas, Police station Bebala, pargana Kbaspur, sub-iegistration office at ALIPore, in Touji No. 239, R.S. No. 43, J.L.No. 23, Mouja Purba Darisba, Kbatian No. 1595, Dag No. 904 , Revisional settlement Kbatian No. 2168 , by purcbase from one Sarada Prasad Pal and his wife, Dayamoyee Dassi by a Kegistered Desd of Conveyance registered

Contd..P/4..
in Eock No. 1, Volume No. 18, Pages 253 to 258 , Being No. 1155 of 1943 of sub-Registrar orrice at Eebala.

AVD WIEREAS upon the deatb of smt. Sudbarani Ghosb and Shri Mirmal Chandra chosb becsuse of legal and family necessities sold and transferred on rovember 29, 1947 by two separate Deed of Corveynnce the caid land meacuring about Eight Cottabe little wore or less to one Sbri Bibbuti Lbusan Gosb of $14 / 5$, Kalitara Lose Lane, P.S.
Contd..P/5..


Beliagbata, District : 24-Parganas.

AND UHERSAS the said two deeds of conveyance bave been registered with the Sub-iegistrar Debaln, 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.

AMD WISREAS Sri Bibbuti Ebusan Gbosb veing thus seized and possessed of the snid land hereditaments and tenaments measuring about Eight Contd.. $\mathrm{F} / 6$..


He
$=6=$

Cottabs a little more or less baving mutated bis name in the Revisional settlement Kbatian No. 2168 , Dag No. 904 under the Governuent of west Eengal paying therefore an annual rent of is 1-1-3 pies to the Government of West Eengal and also witb Soutb Subarban Municipality.

ATD WHERZAS the said Libbuti Ebuean Cbosb converted the said land measuring about Eigbt Cottabs a little wore or less into two separate Plots of land after making a $61 f$. wide common Contd.. P/7..
passage linking the said two plots witb the Unicipal Road named Kailasb Ghosb Road, on the s uthern side running from south to the North.

AND WHERZAS by a Deed of Conveyance registered with the Sub-iegistrar at Alipore at Ebbala in Book No. 1, Volume No. 24, Pages 121 to 127, Leing

No. 1322 of 1963 the surjadeb cuptn purchased plot No. 2 of the said ploting plan on the soutbern s ide mensuring sbout 3 (three) Cottahs 12 (twelve) Cbittacks a little more or less being now numbered Contd.. $\mathrm{F} / 8$. .

ae "unicipal Premises No. 42/1, Kailasb (bosb hoad, Calcutta-700 008, Bebala, with in the Wunicipal Limits of South Subarian Lunicipality at a price of iss 3,000/-.

ATD NHEREAS the Surjadeb Gupta being thus seized and possessec of the snid plot of land being n portion of forwerly Municipal premises No. 20/1, now renumbered as $42 / 1$, Kail asb Gbosb Rond, Debaln, vo built up masonary building on the eaid plot of land more particularly described in the scbedule
ContA.. P/9..

bereunder written with bis own money and bad been paying the due Municipal and other taxes in respect bere of.

AND WHEREAS the Surjadeb Gupta being in need of cash money agreed with the said Vencor for the absolute sale to blm of the said messuage land and bereditaments being premises No. 42/1, Kailash GHicsh rioad, Bebala, within the Soutb Subarban Manicipality at or for the lump sum of is 48,000/(Rupees Forty-ighty 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 Fo. I, Volume No. 303, Pages No. 149 to 155, Being No. 9119 in the year 1981.

AID WHEREAS the Vendor constructed further struc ure of two storied incomplete and unf inished builaing.

AND WHEREAS the Vendor mutated bis name in the Calcutta Municipal Corporation in premises No. 42/1, Kailasb Ghosh Koad, Calcutta-700 008, in respect of property described in the scbedule below.

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look after the property intends to sale the same at a price of is $149,000 /-$ (Rupees One Lac Forty-Nine Tbousand) only.

AND WHEREAS the both parties entered into an Agreeaent for Sale on 25.8.1993 at a consideration of is. 1,49,000/- (Rupees One Lac Forty-Mine Tbousand) only of whicb the Purcbaser already paid iso 20,000/(Rupees Twenty Tbousand) only as an Advance and/or by way of Earnest Money.

AND WHEREAC 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.

NOW TEIS INDENYUE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of ise 1,49,000/- (fiupees one Lan Forty-line Thousand) orly 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 where of the vendor dotb 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 Ind and bereditaments being the premises
Contd. . P/11..

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No. 42/1, Kailash Gbosb Road, Rebala, within the South Subarban Municipality, morefully described in the scbedule ' A ' bereto and intenced to bereby conveyed) the Vendor doth bereby grant, transfer convey and assure unto and to the use of the sald Purchaser All that the two storied building messuage tenaments, larc, bereditaments and premises together with the land thereunto belonging and on part whereof the same is erected and built being premises No. $42 / 1$, Kailasp Chosn Road, Lebeln, containang by estimation an area of 3 (tbree) Cottans 12(twelve) chittacks be the same a little more or less in Touji No. 239, Alipore Collectorate R.S.Kbatian No. 2168 , Dag No. 904, sub-liegistry Office at Alipore at Iebala, 24 -parganas, more fully described in the scbedule bereto OR HOWSOEVER OTHENISS the saia land, builaing, messuage, tenaments, bereditaments and premises now are or is bereto before were or was situated, butted, b-unded, called, known, described or distinguisbed TOGETHER WITH: all bouses out bouses and other buildings erections and fixtures and ways, paths, passages, sewere, drairs, water courses, ligbts, liberties, privileges, advantages, ensements, emoulments, appendages and appurtenances whatsoever to the saza piece or parcel or land and the bereditacuents belenging or in anywise appertaining therewith or now or beretofore beld, used, occupied,
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, is sues and profits tbereof AND ALL THS ESTATE, right, title interest claim and demand wbatsoever at law or in enuity of the Vendor into out of or upon the said piece or parcel of $l$ and bereditaments and premises and every part thereof AND all deeds, pattahs, 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 there of which now are or thereafter sball or may be in the custody, possession or power or Vendor or whicb be can or may procure without any suit and the documents, delivered to the Purcnaser TO HAVE AND TO HOLD the same unto the use of the purchaser for ever absolutely and free from all encumbrances AND the vencor dotb bereby covenant witb the Purcbaser that notwitbstanding'any act, deed, matter or tbing whatsoever by the veraior or any person or persons claiming tbrough or under bim made done or executed or knowingly suffered and permitted to the contrary be the vendor batb in bim now good rigbt full power and absolute autbority to grant, transfer and convey the said piece and parcel of land and the messuage, hereditaments,
Contd..P/13..

dwelling house and premises being No. 42/1, Kailasb Gbosb Road, zebala, bereby granted, transferred, conveyed and ascured or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND THAT the Purcbaser sball and may at all times bereaf ter peaceably and quitely possessed and enjoy the sald messuage, tenaments, bereditaments, dwelling bouse and premises bereby granted and received and take the rents issues and profits therefrom without any hincrance lawful eviction interruption, disturbance, dlaim or demand whatsoever from of or by the Vendor or any person or persons rigbtfully or equitably claiming from under or in trust from bim AND THAT free and clear and freely and clearly and absolutely discbarged or exonerated or otherwise by the Vencor well and sufficiently saved, defended, kept, barmless and indemnified of from against all former and otber estates, charges, liens, debts, attachments execution and encumbrances wbatsoever mede or suffered by the vendor or any persan or persons lawfully or equitably claiming estate rigbt, title or interest in the said piece or parcel of the said land and bereditaments from under or in trust $f$ or bim or them sball and will from time to time ond at all times bereafter at the request and costs of the Purchaser malle do and cauce and procure to be made, done or
Contd..P/14..
$\delta$

executed all sucb acts, doeds, matters or things whatsoever for furtber better and more perfectly granting and as suring the said piece or parcel of the said mescuage, land, hereditments and premises and every part thereof unto and to the use of the purchaser in manner af oresaid or as shall or may be reasonably required.

## SCHEDJE referred to above.

 done (constructed). brick built messuage builaing toge ther with piece and parcel of land thereto belonging and on part whereof the same is erected and built measuring more or less 3 (thres) cottabs 12(twelve) cbittacks and $6^{\prime}$ (six) ft. wide common passage, situate, lying at or being Premi sos No. 42/i, Kailasb Chosb Road, Eebala, Calcutta-700 008, in Touji No. 239, Dag No. 904, C.S.Kbatian No. 1595, J.i. No. 23, R.S.No. 43, R.S.Kbatian No. 2168 at Mouza Purba Larisba, P.S. Tbakurpukur (previously under P.S. Eebala)

District : South 24-Parganas, paying therefor iss $1-09 \mathrm{p}$. wo the Government of West Bengal, Sub-Registration Office, Rebala, District : Soutb 24 -parganas, butted and bounded :-
on the Soutb : Kailash chosb Road;

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\text { Contd. . } F / 15 \ldots
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on the West : ${ }^{\prime \prime} \mathrm{ft}$. wide Road;
on the North: House of Asnoke Chatterjee;
on the East : House of Tinkari paul.

MEMO OF CONSIDERATION
D soft vo 473819, 473820 473821 , of slate bank $q$ dulia cellist Re ranch
( 1792 ) colcultir- 16 db $16 \cdot 993$ amounting to

2) dance paid bl by cark

IN WITNESS WABCEOF the Vendor hath hereunto set and subscribed bis band and seal on the day, month and year first above written.

Signed, Seeled \& Delivered
in presence of witnesses :-

1. Brood kuationswes
subucta sen suffer
it 3 sultanas same Signature of the VENDOR.
2. Sugar $s$ as
glim palicecaul

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& \text { cal } 27
\end{aligned}
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pref ted and prepped by
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novechis. celvilo 27
Typos by so theisille
ali pore Judges' Court.


LANO PLAN OF PORTICN OF DAG.NO- YO4. E.5. KHATIAN NO 1595. J.L. NO-23. R.S. NO. 43. TOWIINO- 239, R.S KHATIAN NO. giels AT MOURA. PURBA FिARISHA. AT. U. A C PAEMISES NO. ARH KATLASH GHOSH RCAD. (urder Sauth Subraber mit) Ry. 81 HiNA NOW (PS) - THAKURRUKVR.

TOTAL AREA OF LAND $8 \mathrm{KT}, 2 \mathrm{CH} .18 \mathrm{SHT}$


SAZE DEED

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24 \cdot 9 \cdot 93
$$



## BETWEEN

Sit subrata sengupta... phedor.

A N D

SRI JITAMDRA NATH DACGUPTA..PULCHASER


Reg : 42/1, Kailasb Gbosb Road, Eebala, Colcutta-700 008.

