781

STAMP EXTENDED BY
STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE.

Sec 5 (5) of the W B Prevention of under Valuation of Instruments Rule 1984
Market value assessed at Rs 23470/-
and deficit stamp duty of Rs 1571/-

23470/-
1571/-

A 2530/-
28/-
7/-
41/-
2569/-

23 74

23670/-

23770/-

THIS INDENTURE made this 19th day of December, One Thousand Nine hundred and Ninety five BETWEEN 1) SRI PARTHA SOME, son of Sri Chittaranjan Some, 2) SMT. MAHUA SOME daughter of Sri Chittaranjan Some, both by faith Hindu, by occupation Business, both of 49/58, P.G.M.Shah Road, P.S. Jadavpur, 1st Floor, Calcutta-33, 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, executors, legal representatives, administrators and assigns) of the ONE PART:

A N D

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contd...

Done 19th 95
Mahua Some

Registered Number
Power of Attorney No
of 19 ---- authenticated by
Registrar of

Mahua Some

Mahua Some
S/o Chitta ranjan Some
(2) partha some
S/o Chitta ranjan Some
49/53 P. G. M. Sarani
P.S Jadavpur
Cal 53

19/11

7535

Mahua Some

7537

Partha Some.

Benoy Das
S/o Late Jogesh Ch. Das
41 Avenue South
Cal 75
Business

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Benoy Das
S/o Late Jogesh Ch. Das
41 Avenue South
Cal-75
Occup- Business.

19/11/95

A N D

SRI SHUBASISH BHATTACHARJEE son of Sontosh Bikash Bhattacharjee, by faith Hindu, by occupation Business, residing at C/o Shasadhar Chakraborty, Raja Rammohan Path, Nabanagar, Birati, Calcutta-51, 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 Dags under different 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 the 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 other 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, .16 decimals in Dag No.958 under Khanda Khatian No.486 and .2 decimal in Dag No.998 under Khanda Khatian No.486, .3 decimals ...

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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 Majumder 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 (Ten) 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 and Smt. Manasi Mitra and their other co-sharers were enjoying the said property as Raiyat or Proja from long before the abolition of Zamindary system under the then Zaminder Landlord Sri Kumar Bimal Chandra Singha and after the abolition of Zamindary system under the Govt. of West Bengal as the recorded Rayats in respect of the aforesaid property and paid the rents and taxes regularly.

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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 and 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 specified in the said Deed of Agreement and again in the month of March, 1991 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 limit will 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 by the said Ashoke Kumar Roy Chowdhury, Smt. Dipti Palit, Dipak Kumar Roy Chowdhury, Smt. Roma Roy Chowdhury and Smt. Manasi Mitra and other others.

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

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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. 1858 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 of these presents are lawfully seized and possessed of or otherwise well and sufficiently entitled to the said land measuring .27 $\frac{2}{5}$ decimals more or less more fully described in the Schedule hereunder written, having unfettered right, title and interest thereto and free from all charges, encumbrances and attachments whatsoever.

AND WHEREAS the Vendors herein for various reasons declared for absolute sale of a piece and parcel of land measuring 4 Cottahs 3 Chittaks 5 Sft. more or less out of their purchased land measuring .27 $\frac{2}{5}$ decimals free from all encumbrances at a fixed price or consideration of Rs.1,00,000/-(Rupees One Lakh) 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 shown 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.1,00,000/-(Rupees One Lakh) 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

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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 Chittacks 5 Sft. 4 Cottahs/be the same a little more or less lying and situate at Mouza Rajapur, J.L.No.23, Pargana Khaspur, R.S.No.14, under this District Collectorate 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, 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 AND 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 AND 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

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of the said Purchaser absolutely for ever free from all encumbrances;

AND 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.

AND 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 the name of the Purchaser 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 better and more perfectly assuring and conveying the said land to and unto...

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the said Purchaser as shall or may be reasonably required.

The Vendor do hereby declare that the Purchaser his heirs,executors, successors, representatives, administrators, assigns, men, agents, workers will be permitted to use in perpetuity the 15'ft. wide Common Passage with right to take Electric, cables, wires, Tap water, Gas, Telephone etc. connections through the said 15'ft. wide Common Passage 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, mortgages, 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 and marketable title thereir and free from all encumbrances.

If any of the statements or covenants made hereinbefore by the Vendors is found to be false, untrue or any defect in title is detected hereafter 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 favour of the Purchaser or his heirs, executors, successors, representatives and assigns.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring 4 Cottahs 3 Chittacks 5 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 No.484,528, 531, appertaining to R.S.Dag No.1002, P.S. formerly Tollygunge at present Kasba, also lying within the local limits of the Calcutta

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Municipal Corporation, 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(Part)

On the South: Road,

On the East: R.S.Dag No.1002(Part)

On the West: 15'ft. wide Common Passage

Proportionate rent of Re.1/- payable to the Collector, 24-Parganas South for the State of West Bengal.

The land hereby sold being Sali by nature the same is used for agriculture.

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

In presence of :-

1 Benoy Das.
41 Avenue South
Cal-75

2. Subir Dutta.
Late Sukumar Dutta.
49/58 Croft Garden
Cal - 33

1. Rasthar Shaw

2. Mahua Shaw

Vendors

Memo of Consideration.

contd...

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Memo of Consideration

RECEIVED from the Purchaser the within mentioned sum of Rs.1,00,000/-(Rupees One Lac) only being the full consideration money in the manner hereunder written.

Witnesses:-

1. Benoy Das
41 Avenue South
Cal-75

2. Sulin Dutt.
late Sukumar Dutt.
19/5 S Golf Garden.
Cal - 33.

1. Rasbehari Shaw

2. Mohan Shaw

Vendors

Drafted by me

Sarat Chandra Nath
Advocate, WB 1129/64
Alipore Police Court,
Calcutta-27.

Typed by
Tushar Kanti Ghosh.

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SITE PLAN OF R.S. DAG NO ~ 1002.
IN MOUZA RAJAPUR, J.L. NO ~ 23. P.S. ~ KASBA.
KHATIAN NO. ~ 484 528 531
DIST. ~ SOUTH 24 PGS UNDER C.M.C. J. UNIT
CAL ~.

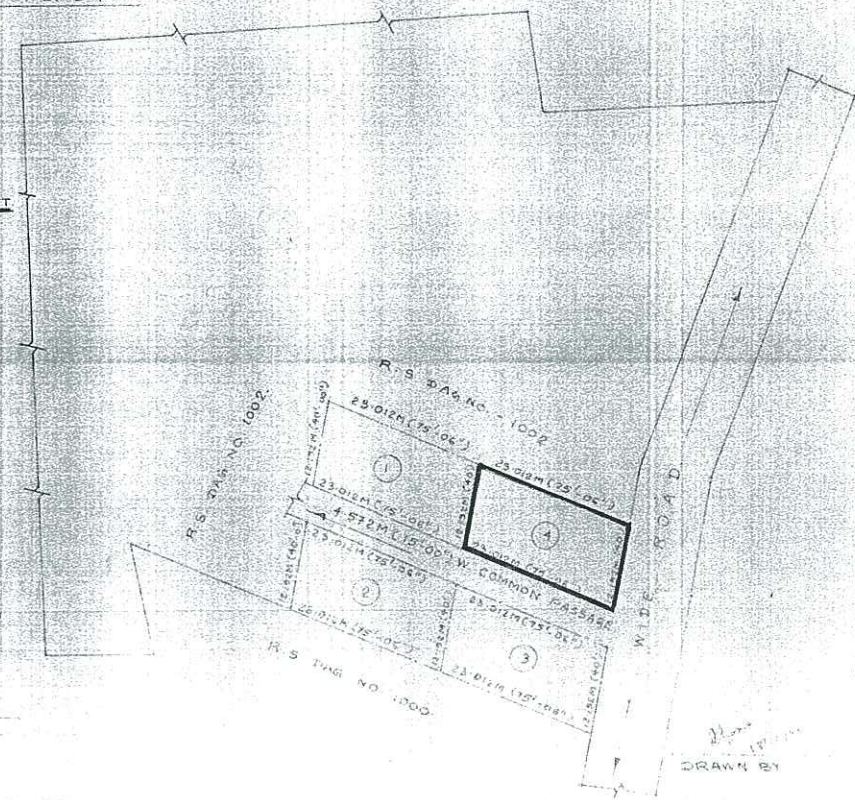
N

NOTE ~ LAND DEMARCATED BY ~ 1, 2, 3 & 4.

AREA OF LAND (1, 2, 3, 4)

NET AREA PER PLOT
4K - 3 CH - 5 SQ FT

SCALE ~ 1:600.



Parthasar
Mohan Sha

SIGNATURE OF OWNER

DRAWN BY

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Proprietor

Book no 2
Volume no 16
Page no 420 to 435
No 787
Year 1996

Ali Sarkar
17 10 96

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DATED THE 19th DAY OF DECEMBER, 1995.

DEED OF CONVEYANCE

M A D E

B E T W E E N

1. SRI PARTHA SOME

2. SMT. MAHUA SOME

... VENDORS..

A N D

SRI SHUBASISH BHATTACHARJEE

..PURCHASER ..

Book no. 2
volume no. 76
page no. 420 to 435
being no. 787
year - 96

DRAFTED BY:

ADVOCATE.

MASTER MIND MEGALIVING
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