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P-8

687/327

7-7-99



f(1)	2.00
f(2)	2.00
f(3)	5.25
f(4)	7.00
f(5)	10.00
f(6)	3.00

	29.25
Plus	15.00
<hr/>	
	44.25

Held - 20
 4/13/11 030411

THIS INDENTURE MADE this the 5th day of
 June, One Thousand Nine Hundred and Ninety Eight, BETWEEN,
 SMT. PHOOL LATA RAINA , Wife of Bhusenlal Raina ,
 by caste Hindu, by occupation Housewife ,

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(Handwritten mark)

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residing at 40/6A, Ballygunge Circular Road, under Police Station Ballygunge, Calcutta - 700019, hereinafter called and referred to as the 'V E N D O R' (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART :

A N D... P/3.

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A N D.

MR. BISHAN M. AGARWALA , son of Sri Rambilas Agarwala,
by faith Hindu, by occupation Business, residing at 11, Lower
Range, Police station Karaya, Calcutta - 700017, hereinafter

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called and referred to as the 'PURCHASER' (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

Contd.,.....P/5.

WHEREAS at all material times and for all intents and purposes one Sri Jatindra Nath Mondal and Debendra Nath Mondal were jointly seized and possessed of or otherwise sufficiently entitled to ALL THAT piece and parcel of rent redeemed land measuring an area 18 Cottaks 11 Chittaks 36 sft. excepting any common passage thereto situate in the District of 24-Parganas, Pargana Khaspur, Sub-Registry office Sonarpur, under Collectorate Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza Garagacha, comprised in the Cederal Survey Khatian No. 113, and the aforesaid property was purchased by one Arisar Rahaman s/o. Abdur Rahman by a Sale Deed dated 07.04.1945 for the valuable consideration therein mentioned and hereinafter for the sake of brevity referred to as the "erstwhile property".

AND WHEREAS the aforesaid property partly sold, delivered and transferred in West Bengal and/or exchanged the said property and other property with one Smt. Sailabala Debi in Bangla Desh but in fact reality and substance the said Deed of Conveyance and/or Deed of Exchange with said Smt. Sailabala Debi was executed and registered in Benami, that is to say, one Sri Birendra Chandra Chakraborty (Dharma Guru) of whom the said Smt. Sailabala Debi was a 'disciple' (Sisya) and the said deed was duly registered in the office of the Registrar of Assurances, Calcutta and recorded in its Book No.I, Volume No.16, pages 168 to 175, Being No. 354, for the year 1950 AND WHEREAS the said Sailabala Debi in the facts and circumstances was seized and possessed of the aforesaid property and was in absolute use, occupation and enjoyment thereof save and except the said Birendra Nath Chakraborty was the Benamdar and/or name lender for Smt. Sailabala Debi AND WHEREAS the said Birendra Nath Chakraborty by a Deed of Disclaimar and/or Release duly re-conveyed the said property in favour of the actual owner said Smt. Sailabala Debi which was duly registered in the office of Sub-Registrar, Alipore and recorded in its Book No.I, Volume No.27, pages 214 to 217, Being No. 1478 for the year 1962.

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AND WHEREAS said Smt. Sailabala Debi as such absolute lawful owner by a Deed of Conveyance dated 8th June, 1968 duly sold, transferred and conveyed the aforesaid property containing an area 18 Cottahs 11 Chittak 36 sft. more or less except any common passage unto and in favour of Sasanka Kiran Roy s/o. Late Kamini Mohan Roy for the valuable consideration mentioned in the said Deed of Conveyance which was registered in the office of the District Registrar at Alipore and recorded in its Book No. I, Deed No. 3775 for the year 1968.

AND WHEREAS said Sasanka Kiran Roy by a Sale Deed dated 25th day of July, 1968 corresponding to 11th day of Ashar, 1378 B.S. and registered in Book No. I, Deed No. 4216 for the year 1968, duly sold, delivered transferred and conveyed the aforesaid property excepting common passage for the valuable consideration therein mentioned unto and in favour of Smt. Sandhya Rani Kar w/o. Sri Birendra Chandra Kar.

AND WHEREAS said Sandhya Rani Kar by virtue of of purchase acquired and became the sole and absolute owner of ALL THAT piece and parcel of land measuring 18 Cottahs 11 Chittaks 36 sft. more or less and while seized and possessed of same said Sandhya Rani Kar by an Indenture dated the 29th day of July, 1992, sold, transferred and conveyed an area measuring 4 Cottahs 13 Chittak 03 sft. more or less unto and in favour of Smt. Phool Lata Raina w/o. Bhusenlal Raina for the valuable consideration mentioned in the said Indenture registered in the office of the Addl. Dist. Sub-Registrar, Sonarpur, 24-Parganas (South) and recorded in its Book No. I, Being No. 6052 for the year 1992.

AND WHEREAS by virtue of the aforesaid purchase said Smt. Phool Lata Raina, the Vendor herein became the sole and absolute owner of ALL THAT piece and parcel of land measuring 4 Cottahs 13 Chittaks 03 sft. more or less comprised

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in C.S. Dag No. 79 under C.S. Khatian No. 113 corresponding to R.S. Dag No. 81 appertaining to R.S. Khatian No. 88 in Mouza Garagacha, Police Station Sonarpur, District 24-Parganas(South), and has been in peaceful possession and enjoying all right, title and interest thereof without any interruption and free from all encumbrances and attachments whatsoever.

AND WHEREAS the Vendor hereto in urgent need of money and for certain other lawful reasons offered to sell ALL THAT piece and parcel of land measuring 4 Cottahs 13 Chittaks 03 sft. more or less morefully mentioned and described in the schedule hereunder written (hereinafter for the sake of brevity referred to as 'the said property') at or for the total consideration of Rs. 1,80,000/- (Rupees one lac and Eighty Thousand) only and the Purchaser herein has agreed with the Vendor for absolute purchase of the said property at or for the abovementioned consideration free from all attachments and encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said agreement and in consideration of the said sum of Rs. 1,80,000/- (Rupees one lac eighty Thousand) only) of the lawful money paid by the Purchaser to the Vendor as per Memo of Consideration herein below written (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof absolutely acquit, release, exonerate the Purchaser and the said property) the Vendor doth hereby absolutely and indefeasibly sell, grant, convey, transfer, assign and assure ALL THAT piece and parcel of land measuring 4 Cottahs 13 Chittaks 03 sft. be the same a little more or less being part of R.S. Dag No. 81 under R.S. Khatian No. 88 corresponding to C.S. Dag No. 79 under C.S. Khatian No. 113 in Mouza Garagacha, J.L. No. 45, P.S. Sonarpur, District 24-Parganas(South), TOGETHER WITH all sorts of easement rights thereto more

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more particularly mentioned and described in the Schedule hereunder written and delineated in the site Map or Plan annexed hereto in RED border line/thereon as part and parcel of this Indenture free from all sorts of encumbrances OR HOWSOEVER OTHERWISE the said land and every part thereof is or are or at any time heretofore was or were situated butted bounded called known numbered or distinguished belonging or usually held used occupied enjoyed or reputed to belong and all ways paths, passages, drains, privileges, easements appurtenances whatsoever to the said property belonging or anywise appertaining to be part and parcel or number thereof which now is or are heretofore were or was held or occupied or enjoyed therewith and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and right, title interest claim and demand whatsoever of the vendor into and out of and upon the said land hereditaments and premises and every part thereof with all deeds documents and muniments of title relating to the same TO HAVE AND TO HOLD the said land hereby granted conveyed transferred and assure or expressed or intended to be so unto the purchaser absolutely and forever free from all encumbrances and BE IT MENTIONED THAT the vendor acquired absolute full right power and authority of the said property hereby transferred and conveyed and the vendor hereby covenant with the Purchaser that the vendor has good right full power and absolute authority to grant convey transfer assure and assign the said property and every part thereof unto the Purchaser in the manner aforesaid and the Purchaser shall or may at all times hereafter peaceably and quietly own possess and enjoy the same and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the vendor or any person claiming lawfully or equitably through under or in trust for the vendor and that free and clear and freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses of ..

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of the vendor well and sufficiently indemnified or from and against all manner of claims charges liens, debts attachments and encumbrances whatsoever created made done occasioned or suffered by the Vendor by any person or persons claiming as aforesaid and the Vendor do hereby further covenant with the Purchaser that the Vendor and all persons having lawfully or equitably claiming through under or in trust for the vendor as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser or person or persons requiring the same to be caused or caused to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of sals land (used for cultivation) containing approximately an area 4 (Four) Cottahs 13 (Thirteen) Chittaks 03 (Three) sq.ft. lying or situate in the District of 24-Parganas (South), Police Station & Sub-Registration office Sonarpur, Pargana Khaspur, District Collectorate Touji No. 56, R.S. No. 41, J.L. No. 45, Mouza Garagacha, comprised in R.S. Dag No. 81 under R.S. Khatian No. 88 corresponding to C.S. Dag No. 79 under C.S. Khatian No. 113, at present within the ambit of *ward NO. 22 Rajpur Khaspur municipality* TOGETHER WITH all sorts of easement rights, benefits, facilities and advantages attached therein or thereto and more particularly delineated in the site Map or Plan annexed hereto as a Part and parcel of this Indenture OR HOWSOEVER OTHERWISE the said land is butted and bounded in the manner following :

- On the North : *position of Dag No. 11 + 12*
- On the South : *proposed Road & passage*
- On the East : *Land of gaya Dhar*
- On the West : *position of Dag No. 81*

11/10/11

IN WITNESS WHEREOF the Vendor hereunto have set and subscribed his hand on the day, month and year first above written.

SIGNED SEALED & DELIVERED
IN THE PRESENCE OF
WITNESSES :

sd. Linda Puri
- 99/4D, Karama Road.
Calcutta 700019

sd. Phool Lata Raima
SIGNATURE OF THE VENDOR

sd. Rambhadr Aggarwal
18 Ballygunj place
Calcutta 700019

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 1,80,000/- (Rupees one lac eighty thousand) only being the full and final consideration amount as per Memo below :

MEMO OF CONSIDERATION

By the payee cheque bearing cheque Rs. 1,80,000/-
NO. 756293 dt. 6.7.1998 drawn on
Grindlays Bank Ltd. Special
Savings Branch Calcutta 700027 for
Rs. 1,80,000/-

WITNESSES :

sd. Linda Puri
sd. Rambhadr Aggarwal

sd. Phool Lata Raima
VENDOR

Drafted by me
sd. Jiasat Ali
Advocate
Alipore Court
Calcutta 700027

Typed by me,
sd. Koushik Chatterjee
Alipore Court,
Calcutta 700027.

Sl. No. 2390 (4) dt. 5.6.98 sold to J. A. L.

Adv. Address. Alipore Rs. 5000/- set. Eligible Stamp
class 5-6-98 Alipore Forestry Booth 24 pgs

Sl. 2390 (4) dt. 5.6.98 sold to J. R. L. Adv. Address
Alipore Rs. 2000/- set. Eligible Stamp class 5/6/98

Alipore Forestry Booth 24 pgs Sl. No. 2390 (4) dt.
5/6/98 sold to J. R. L. Adv. Address Alipore Rs. 2000/-

set. Eligible Stamp class Alipore Forestry Booth 24 pgs

Sl. No. 2390 (4) dt. 5.6.98 sold to J. A. L. Adv. Address Alipore

Rs. 1000/- set. Eligible Stamp class Alipore Forestry Booth
24 pgs

Stamp of the Government of India
Registration of Instruments, India 1908
Date of issue 33/2/08
Local stamp duty 7774/-

Stamp of the Government of India
Name of the party 922 set. made on 3.6.99
to Alipore, Alipore
No. 12155062780/0002000

July - 1915
1998

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Photo later on

No. 17387 Defect filed Register
on 7-6-99

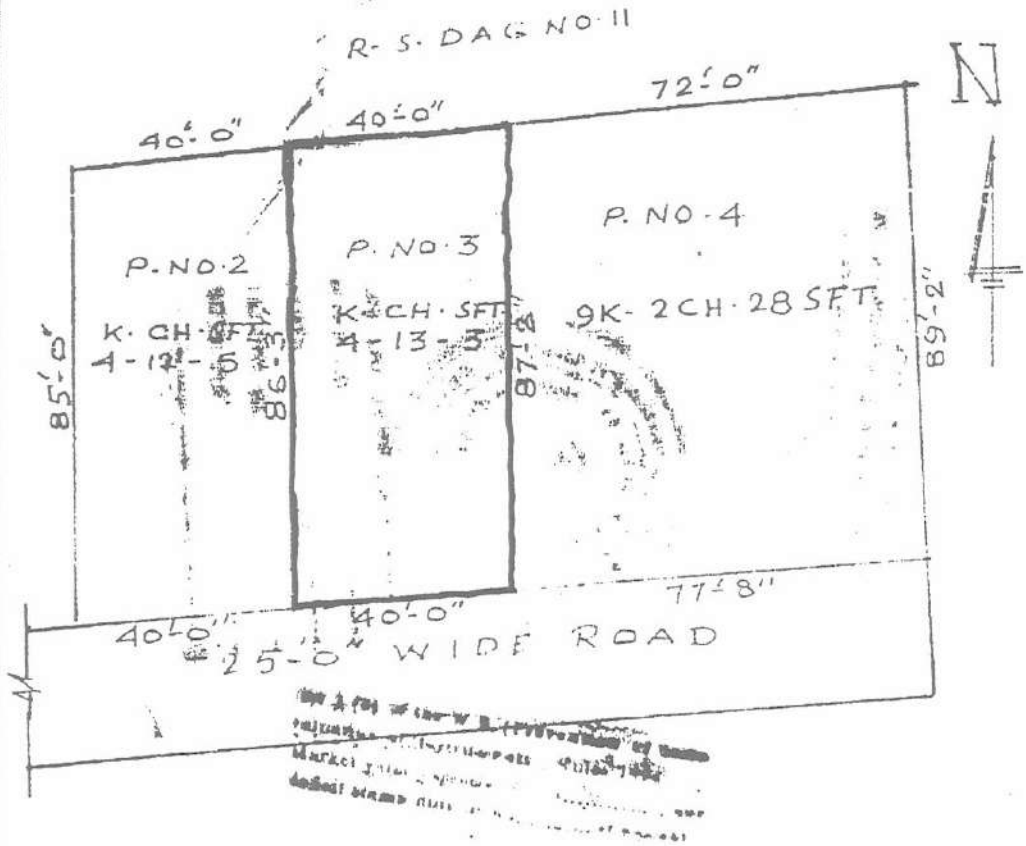
set. Grant of Adv.
Address

set. St. Banerjee
7-6-99

set. N. Banerjee
17-7-98

AT PORTION OF C.S. DAG NO. 81, C.S. KH. NO.
 PORTION OF R.S. DAG NO. 81, R.S. KH. NO.
 88, J.L. NO. 45, MOUZA GARAGACHHA, P.S. SONAR.
 PUR. DIST. 24 PGS. (S) SCALE. 1" = 30'-0"

AREA OF LAND 4x 13CH 3SFT SHOWN IN RED



Sub Registrar
 Pargana & Registrar
 of the Dist. No. 100

Phys. at Rauna

13/20 1999
 Md. Gulish
 07 13.7.99

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Phool Lata Raina.
W/o Bhuesen Lal Raina.
of 106A Ballygunge Circular
Area, P.S. Ballygunge
Calcutta 19

T.D. No 1927 of Phool Lata Raina

Sd/- J. D. S.
Jainat & Co
Advocate
Sd/- Jainat D. C.
Advocate



Sd/- N. Banerjee
Registrar of Documents
Calcutta 17.7.98

✓ Certified to be a true
copy of the original document.

copy

Sd/- [Signature]

13-7-99

amje
Notary and Registrar by
Sd/- Registrar & Registrar
of the N.A. Act 1907

13-7-99