

Number - 1

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Admissible under Regn. Rule
 21 and also u/s... of the
 West Bengal L.R. Act 1955, duly
 stamped (Exempted from stamp
 duty) under the Indian Stamp
 Act, 1899 as amended in 1964
 Schedule IA No.
 Process Fee
 Paid in C.F.S.

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District Sub-Registrar-II
 South 24-Parganas, Alipore

THIS INDENTURE made this the 30th day of January...

One thousand nine hundred and ninety-six BETWEEN
SHRI MANAS KUMAR DAITYARI, son of Dr. Ajit Kumar Daityari.

by Religion Hindu, by Occupation Business, residing at
 Village Kumrakhali, Police Station Sonarpur, District :

South 24-Parganas, hereinafter called, known and referred

to as the "VENDOR"; (which term or expression shall
 unless excluded by or repugnant to the context be deemed

contd....p/2.

21548

Lipika Taralder
Roopkothi Karmalgazi
Narendrapur 24 (S)
Sonarpur

16/11/76
Presented for Registration
at the Sub-Registration Office
at the rate of 2500/-
10/- per 100/-
200/-
400/-
500/-
495/-
Per cent of attorney fee
of 5% authorized by
Registrar of

[Signature]
District Sub-Registrar
South 24-Parganas, Alipore

Name _____
S/o. W/o. Dro. _____
of _____
Dist. South 24-Parganas.
By Caste Hindu/Muslim
By Profession _____



[Signature]

[Signature]
Name _____
S/o. W/o. Dro. _____
of _____
Dist. South 24-Parganas.
By Caste Hindu/Muslim
By Profession _____

Ajit Kumar Datta
Dr. Lalit Abanindranath
Dr. ASE from Anonika Apartment
Mukherjee Chatterjee

[Signature]
District Sub-Registrar
South 24-Parganas, Alipore

Registrar Kalia



00CC 021890

- : (2) : -

Ran K. S. S.

to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART ;

A N D

~~X~~ MRS. LIPIKA TARAFDER, wife of Anindya Tarafder, by Religion Hindu, by Occupation House-wife, residing at 33, Lenin Sarani, Police Station Taltola, Calcutta-700013, hereinafter called, known and referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include

contd....p/3.



- : (3) : -

her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART ;

WHEREAS a piece or parcel of land measuring 49 decimals in Dag No. 1515, under Khatian No. 598, Mouza-Kumrakhali, J.L.No. 48, Pargana Medan Malla, R.S.No.131, P.S. Sonarpur, District 24-Parganas belonged to one Efajaddin Sardar and Flajaddin Sardar.

AND WHEREAS they by a Patta dated 28.3.1925 registered in the office of Sadar Sub-Registry Office of 24-Parganas and recorded in Book No. I, Volume No.15,

contd...p/4.



- : (4) : -

Ram kumar

Pages 207 to 208, Being Deed No. 1265, for the year 1925 settled the above lands in favour of one Sabu Mondal.

AND WHEREAS said Sabu Mondal by a deed of conveyance dated 29.3.1926 registered in the Sadar Sub-Registry Office at Alipore District 24-Parganas and recorded in Book No. I, Volume No. 48, Pages 5 to 7, Being Deed No. 1481, for the year 1926, sold and transferred the aforesaid land unto one Moni Mondal alias Moniruddin Mondal.

contd...p/5.



- : (5) : -

AND WHEREAS though the deed was made in the name of Moniruddin Mondal it was purchased with the money of Moniruddin Mondal and his brother Sayed Ali Mondal.

AND WHEREAS Sayed Ali Mondal died Bachelor and intestate and his property devolved on his only living brother Moniruddin Mondal.

AND WHEREAS Moniruddin Mondal died intestate leaving his widow Elaman Bibi two sons Md. Abdul Wayed Mondal and Md. Abdul Kader Mondal and one daughter Kariman Bibi.

contd....p/6.

Moniruddin Mondal

- : (6) : -

Bakul Devi

AND WHEREAS the said heirs of Moniruddin Mondal by a Deed of Conveyance dated 21.8.1959 sold and conveyed the land measuring 49 decimals unto Smt. Bakul Devi (Chatterjee) and the said Deed was registered in the S.R.O. at Baruipur and recorded in Book No. I, Volume No. 74, Pages 67 to 71, Being Deed No. 7798, for the year 1959.

AND WHEREAS thereafter said Smt. Bakul Devi (Chatterjee) by a Deed of Conveyance registered at the office of S.R.O. Baruipur on 21.8.1959 and recorded in Book No. I, volume No. 95, Pages 57 to 59, Being Deed No. 7933, for the year 1950 purchased a piece of land measuring 14 chittaks 12 sq.ft. (50' x 12') in Dag No. 1516 under Khatian No. 92, in Mouza Kumarakhali from one Nader Chand Paul.

AND WHEREAS by another Deed of Conveyance registered in the Office of S.R.O. at Baruipur Smt. Bakul Devi purchased a piece of land measuring 40 sq.ft. together with pucca wall erected thereon in Dag No. 1517, from one Suresh Chandra Chattopadhyay and the said Deed was registered in the office of S.R. at Baruipur and recorded in Book No. I, Volume No. 85, Pages 296 to 298, Being No. 6320 for the year 1967.

contd.....p/7.

- : (7) : -

AND WHEREAS she used the said lands measuring 15 chittaks 7 sq.ft. in Dag No. 1516 and 1517, as passage for egress and ingress to her purchased land in dag No. 1515.

AND WHEREAS by a Deed of Conveyance the said Bakul Devi sold 2 cottahs of land in Dag No. 1515 unto Nader Chand Paul.

AND WHEREAS by a registered Arpannama dated 1.9.1959 the said Smt. Bakul Devi dedicated her said lands in Dag No. 1515 unto her family deity Shri Shri Om Biswanath Maheswar Thakur Jieu and appointed herself as Shebait of the Deity.

AND WHEREAS it was provided in the said Arpannama that the Shebait would be entitled to give on lease or mortgage or sell the Debottar property for the benefit of the deity.

AND WHEREAS by a Deed of Conveyance dated 15.11.1967 said Smt. Bakul Devi as Shebait sold and transferred land measuring 1 Bigha 6 cottahs together with the all easements rights in the common passage unto Shri Raj Kumar Chatterjee and the said Deed of sale was registered in the Office of S.R.O. at Baruiopore and recorded in Book No. I, Volume No. 145, Pages 117 to 122, Being Deed No. 11243, for the year 1967.

contd...p/8.

- : (8) : -

F-15
Raj Kumar Chatterjee

AND WHEREAS said Raj Kumar Chatterjee by a Deed of Gift dated 19.12.1969 and registered in the office of D.S.R. at Alipore and recorded in Book No. I, Volume No. 16, Pages 53 to 55, Being Deed No. 8 for the year 1970 made a Gift of said land measuring 1 Bigha 6 cottahs in said Dag No. 1515 together with an incomplete two storied building erected thereon together with all rights of easements in the said common passage unto Smt. Bakul Devi (Chatterjee).

AND WHEREAS while said Smt. Bakul Devi was seized and possessed of land and building in Dag No. 1515 as absolute owner thereof she by a Deed of Sale dated 3.7.1976 registered in the Office of D.S.R. at Alipore and recorded in Book No. I, Volume No. 48, Pages 194 to 204, Being No. 3370, for the year 1976, sold and transferred a demarcated piece of land measuring 2 cottahs 6 chittaks 0 sq.ft. together with half portion of a puoca building erected on a part of it together with all rights of easements in the common passages in the land measuring 1 cottah 5 chittaks 21 sq.ft. in Dag No. 1515 and land measuring 15 chittaks 7 sq.ft. in Dag No. 1516 and 1517 unto the vendor herein for consideration therein mentioned.

AND WHEREAS the present vendor mutated his name as owner of his purchased property in the local J.D.R.O. and has been paying rents regularly to the Government of State of West Bengal.

contd...p/9.

- : (9) : -

For the Vendor

AND WHEREAS by an Agreement dated 30.8.1995 the vendor has agreed to sell and the purchaser has agreed to purchase ~~all that~~ the said land measuring 2 cottahs 6 chittaks 0 sq.ft. in Dag No. 1515 under Khatian No. 598, at Mouza Kumrakhal, together with half portion of the two storied pucca building erected on a part of it together with right of all easements in the common passage in Dag Nos. 1515, 1516 and 1517, at or for the price of Rs. 4,90,497/- (Rupees Four lakhs ninety thousand four hundred ninety seven...) only free from all encumbrances and the purchaser has paid an earnest money of Rs. 30,000/= (Rupees thirty thousand) only, which was duly received by the vendor.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated 30.8.1995 and in consideration of the sum of Rs. 4,90,497/- (Rupees Four lakhs ninety thousand four hundred ninety seven) only paid by the Purchaser to the vendor simultaneously on or before the execution of these presents (the receipt of which sum the vendor hereby admits and acknowledges and of and from the same forever release and discharge purchaser and the said property) the vendor as absolute owner doth hereby grant, convey, sell, transfer, assign and assure unto the purchaser free from encumbrances ALL THAT land measuring 2 cottahs 6 chittaks 0 sq.ft. in Dag No. 1515 in Mouza-

contd...p/10.

- : (9) : -

For the Vendor

AND WHEREAS by an Agreement dated 30.8.1995 the vendor has agreed to sell and the purchaser has agreed to purchase ~~all that~~ the said land measuring 2 cottahs 6 chittaks 0 sq.ft. in Dag No. 1515 under Khatian No. 598, at Mouza Kumrakhali, together with half portion of the two storied pucca building erected on a part of it together with right of all easements in the common passage in Dag Nos. 1515, 1516 and 1517, at or for the price of Rs. 4,90,497/- (Rupees Four lakhs ninety thousand four hundred ninety seven...) only free from all encumbrances and the purchaser has paid an earnest money of Rs. 30,000/= (Rupees thirty thousand) only, which was duly received by the vendor.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated 30.8.1995 and in consideration of the sum of Rs. 4,90,497/- ^{seven} (Rupees..Four lakhs ninety... thousand four hundred ninety) only paid by the Purchaser to the vendor simultaneously on or before the execution of these presents (the receipt of which sum the vendor hereby admits and acknowledges and of and from the same forever release and discharge purchaser and the said property) the vendor as absolute owner doth hereby grant, convey, sell, transfer, assign and assure unto the purchaser free from encumbrances ALL THAT land measuring 2 cottahs 6 chittaks 0 sq.ft. in Dag No. 1515 in Mouza-

contd...p/10.

- : (10) :-

Kumrakhalli, together with half portion of the two storied masonry building erected on a part of it together with right of all easements in common passage in Dag Nos. 1515, 1516 and 1517, fully described in the Schedule hereunder written hereinafter referred to as the said property OR HOWSOEVER OTHERWISE the said property now or heretofore were or was situate, butted, bounded, called known numbered described or distinguished together with all structures erection fixtures walls, compounds yards areas ways, passages, drains, sewers, water course and benefits and advantages of ancient and other lights and liberties, easements privileges and appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held enjoyed used or occupied or reputed to belong or be appertenant thereto AND the reversion and reversions remainder or remainders, rents issues and profits thereof and of every part thereof together further more all the estate, right, title inheritance use trust property claim and demand whatsoever both at law and in equity of the vendor into or upon the said property or every part thereof AND all deeds, pattahs, maniments, writings and evidences of title which in anywise relate to the said property or any part thereof and which now are or hereafter shall

contd....p/11.

- : (11) : -

AG H. S. S. S.

or may be in the custody of the vendor or any person from he may procure the same without any action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND the said property and every part thereof hereby granted sold, conveyed and transferred or express and intended so to be with their rights, members and appertences unto and to the use of the purchaser forever freed and discharged from or otherwise by the vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by vendor from to these presents AND the vendor do hereby covenant with the purchaser THAT NOTWITHSTANDING any act, deed or thing whatsoever by the vendor or any of his predecessors and ancestors in title done or executed or knowingly suffered to the contrary he the vendor had at all material times heretofore and now has good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser in the manner aforesaid. AND THAT the purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and every part thereof and receive the rents issues and profit thereof without any lawful eviction hinder and interruption disturbance

contd....p/12.

- : (12) : -

claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for him or from or under any of his predecessors-in-ancestors in title AND that free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens debts, attachments and encumbrances whatsoever made or suffered by the vendor or any of his ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for him the vendor shall from time to time and at all times hereafter at the request and costs 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 the said property and every part thereof unto and to the use of the purchaser according to the true intenant and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the vendor shall at all times hereafter indemnify and keep indemnified the purchaser against loss, damages, costs, charges and expenses if any suffered

contd.....p/13.

- : (13) : -

by reason of any defect in title of the vendor or any breach of the covenants hereinunder contained.

: THE SCHEDULE OF THE PROPERTY ABOVE

REFERRED TO :

ALL THAT piece or parcel of land measuring more or less 2 cottahs 6 chittaks 0 square feet together with half portion of a two storied masonry building erected together with boundary walls on the West end part of a ~~part~~ on a part of it measuring 1800 square feet, lying and ~~situated~~ *shed measur. of 270 sq ft approx.* situate in Dag No. 1515, under Khatian No. 598, together with all rights of easements in Dag No. 1515, 1516 and 1517, in Mouza Kumrakhal, J.L.No. 48, Pargana Medan Molla, Touzi No. 255, R.S. No. 131, P.S. Sonarpur, District South 24-Parganas, within the limits of Rajpur Sonarpur Municipality. The total rent payable for Khatian No. 598, is Rs. 6/- per annum. Proportionate annual rent for the property is Rs. 1.00 payable to the Government of West Bengal. The land is being used for Horticultural purpose. The property conveyed by this Deed is delineated within the Border lines in the Plan annexed hereto. And butted and bounded in the following manner :-

On the North : By part of Dag No. 1515 ;

On the South: By common passage.

On the East : By common passage.

On the West : By Part of C.S.Dag No. 1517.

contd...p/14.

- : (14) : -

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

SIGNED AND DELIVERED

by the vendor at Calcutta
in the presence of :-

1. Arindam Tarafder
Roopkothi, Kamalgazi,
Narendrapur, 24 Pps (S)
P.S. Senapur.



(Signature of the Vendor).

2. Radhekrishnadol
Roopkothi, Kamalgazi,
Narendrapur, 24 Pps (S)
P.S. Senapur

- : (15) : -

RECEIVED of and from the within named Purchaser
the mentioned sum of Rs 4,90,497.30. (Rupees. Four. Lakhs. Ninety
seven & paise thirty thousand four hundred (...)) only being the full consideration
money as per Memo below :-

MEMO OF CONSIDERATION

By Cheque No. 094009 drawn on Allahabad Bank Shyambazar Branch dt. 17.8.95 ...	Rs. 6,250.00
By Cheque Nos. 346535 & 346536 on Syndicate Bank, Dharmatala Street Branch on 30.8.95	Rs. 30,000.00
By Cheque No. 282920 on Allahabad Bank, Dharmatala Street Branch, on 7.10.95...	Rs. 2,56,873.00
By Cheque No. 674082 on Allahabad Bank, Dharmatala Street Branch, on 15.12.95 ...	Rs. 1,97,374.30
	<u>Rs. 4,90,497.30</u>

WITNESSES :-

1. *Munim Jaffer*
Roopkothi, Kamalgazi,
Narendrapur, 24 Pys (S)
P.S. Sonarpur.

2. *Radhe Krishna Das*
Roopkothi, Kamalgazi,
Narendrapur, 24 Pys (S)
P.S. Sonarpur.

[Signature]
(Signature of the Vendor)

Prepared by me,

Sarat Chandra Nask
Advocate WB 1119/64
Alipore Police Court,
Calcutta-27.

Typed by me,

Suresh Samanta
(Suresh Samanta),
Alipore Police Court,
Calcutta-27.



Handwritten signature
30/1

District Sub-Registrar-1
South 24-Parganas, Alipore



Handwritten signature
District Sub-Registrar-1
South 24-Parganas, Alipore
18-3-96

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FOR THE YEAR 1996