

Registrar pls 7 (2) South 24 Parganas,

PARAGOTAL STREET THIS INDENTURE made this the 3/54 day of August,

Thousand Nine Hundred and Ninety SANDHYA RANI KAR wife of Sri Birendra Chandra Kar faith Hindu, by occupation House-wife, residing at No. 62A, Baithak Khana Bazar, Road, Calcutta - 700 009, now J-190/1, Bagha Jatin Stn. Road, Calcutta-700 032

VENDOR (which 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

Sandhya Pani Lo Wixhan on Ago Wixhan on Ago

ALLES WILLIS FOR

AND

SRI KISHAN KUMAR son of Ram Bilash, by faith Hindu, by occupation Business, residing at Sevoke Road, Police Station Siliguri, District Jalpaiguri, hereinafter called and referred to as the 'PURCHASER" (which 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.

WHEREAS at all material times and for all intents and purposes one Sri Jatindra Nath Mondal and Sri Debendra Nath Mondal were jointly seized and possessed of ALL THAT piece and parcel of rent redeemed land measuring an area of more or less 2(two) Bighas excepting any common passage thereto, situate in the District of 24-Parganas.

Pargana Khaspur, Sub-Registry office Sonarpur under Collectorate Tougi No.56, R.S.No.41, J.L. No. 45, Mouja Garagacha comprised in the Gedestal Survey Khatian No.113. The said property was purchased by Arisar Rahaman son of Abdur Rahaman by a Sale Deed dated 7.4.1945 (hereinafter for the sake of brevity referred to as the "erstwhile property").

of and well and sufficiently entitled to the said property and other property the said erstwhile owners of the said property partly sold delivered and transferred the property 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, one Sri Birendra Chandra

Chakraborty (Dharma Guru) of whom the said

AND WHEREAS while thus absolutely seized and possessed

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Smt. Sailabala Debi was a "desciple" (Sisya) and the said deed was duly registered at the Registrar of Assurance, Calcutta in Book 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 said property and was in the absolute use, enjoyment and occupation thereof save and except the said Birendra Nath Chakraborty was the Benamder and/or name-lender for Smt. Sailabala Debi AND WHEREAS the said Sri Birendra Nath Chakraborty by a Deed of Disclaimer and/or release duly re-conveyed the said property in favour of the actual owner said Smt. Sailabala Debi which was duly registered at the Sub-Registry office Alipore in Book No.1, Volume No.27, Pages 214 to 217, Being No. 1478 for the year 1962.

S. Kor

AND WHEREAS while thus absolutely seized and possessed of and well and sufficiently entitled to the said property the said Smt.Sailabala Debi by virtue of a Sale Deed of Conveyance dated 8th June, 1968 duly sold transferred and conveyed the said property comprised in C.S.Khatian No. 113, Dag No.79, for an area measuring 2 Bighas more or less except any common passage to one Sri Sashanka Kiran Roy son of Late Kamini Mohan Roy which was executed and registered at the District Registry office Alipore in Book I, Deed No.3775 for the year 1968 for valuable consideration therein mentioned.

AND WHEREAS the said Sri Sashanka Kiran Roy by a Sale Deed dated 25th day of June, 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 and transferred an area of land measuring more or less 2 Bighas of land except common passage for valuable consideration to said Smt. Sandhya Rani Kar, referred to herein as the Vendor.

AND WHEREAS the Vendor thus became absolutely seized and possessed of the said plot of land and being Sali land measuring more or less 2 Bighas except any common passage in the District of 24-Parganas, P.S. & Sub-Registry Office Sonarpur, Touzi No. 56 R.S.No.41, J.L. No. 45, Mouja Garagacha under C.S. Khatian No. 113, C.S. Dag No. 79, corresponding to R.S.Khatian No. 88, R.S. Dag No. 81 (more particularly mentioned and described in the schedule hereunder written) and hereinafter for the sake of brevity referred to as "the said property".

AND WHEREAS the Vendor as such absolute owner of the said property declared to sell an area measuring 6 Cottahs 5 Chittaks 39 sft. described hereinabove and particularly mentioned and described in the schedule hereunder written and further the Vendor shall have no right on the 12½ x 54 common passage in front of the land to be conveyed by this Indenture and the Purchaser herein coming to know of the said offer accepted and agreed to purchase the said plot of land at or for the consideration fixed at Rs 30,000/-(Rupees thirty thousand)only free from all encumbrances.

s. Korl

NOW THIS INDENTURE WITNESSETH as follows:-

In pursuance of the said agreement and in consideration of the said sum of & 30,000/-(Rupees thirty thousand) only of the lawful money paid by the Purchaser to the Vendor as per Memo of consideration hereinbelow written (ther eceipt whereof the Vendor hereby acknowledge and of and from the same and everypart 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 land measuring 6 cottah 5 chittaks 39 sft. be the same a little more or less and delivered possession thereof at and being part of C.S. Dag No.79, under C.S.Kh.No.113, corresponding to A.S.Dag No.81 R.S.Kh.No.88 of Mouja Garagacha, J.L. No.45, R.S.No.41, P.S.Sonarpur Dist. South 24-Parganas, and all sorts of easement rights thereto 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 encumbrance OR HOWSOEVER OTHERWISE the said land hereditament and premises 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, lighting, privileges, easements appurtenances whatsoever to the said land hereditament and premises 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 out of and upon the said land hereditament and premises and every part thereor with all deeds documents and muniments of title relating to the same TO HAVE AND TO HOLD the said land hereditaments and premises hereinbefore expressed to be hereby granted, conveyed, transferred and assured or expressed or intended to be so unto the Purchaser absolutely and forever free from all encumbrances and BE IT MENTIONED that the Vendor has 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 have 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 and realise the rents, issues and profits thereof without any lawful egiction, interruption, claim or demand whatsoever by the Vendor or any person or persons claiming lawfully or equitably through under or in trust for the Vendor and that free andclear freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the

indemnified or from ami against all manner of claims charges liens debts attachments and encumbrances whatsoever created made done occassioned or suffered by the Vendor or by any person or persons claiming as aforesaid and the Vendor do hereby further covenant with the Furchaser 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 done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said land hereditament and premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

SCIEDULE OF THE PROPERTY REFERRED TO STOVE

s. Kar

or less 6 Cottabs 5 Chittaks, be the same a little more or less lying at or situate in the District of 24-Parganes (South).

Police Station & Sub-Registry office Sonarpur, Fargane Khaspur, District Collectorate Touji No. 56, R.S. No. 41, J.L. No. 45, Mouja Goraçacha comprised under C.S. Khatian No. 113, C.S. Dag No. 79 corresponding to R.A. Dag No. 81 appertaining to R.S. Khatian No. 85 TOGETANE WITH all sorts of easement rights delineated in the site Map or Plan annexed hereto in RED border line as part and parcel of this Indenture Ok MONGCEVER CTOTEST the said land hereditament and premises and butted and Lounded in the manner following: —

s. Kar

ON THE MONTH : Part of Dag No. 10

ON THE SOUTH : 25' ft. wide Common Passage

ON THE EAST : Plot No. 2

ON THE MAINT : Part of Dag No. 81

SITE PLAN. AT PORTION OF C.S. DAG HEEL C.S. KHATIAN NO & PORTION OF R.S. DAG Nº 81. R.S. KHATIAN NO J.L. H. 45. MOUZA GARAGACHHA TOUJI HO P.S. SOHARPUR, DIST. 24 PARGANAS (SOUTH). SEALE: - 30-0 =1 (HCH DAG Nº 12. 5. DAG HO II. 40:00 40:00 54-6 P-4º 3. 94-26H- 28SFT. 87 77'- 8" 40-0"

Ni

Nº 81 (FART)

E.

| 54'- | 0" | | R | OA | 0 | |
|-------|-----------------|-------------|---------------|-------------|--------------|-----|
| ž. | 25'-0" W | , D E | | | 54'-0" / | 1 |
| 0.,29 | 52'-0" | 100 | | 6 | P-5 | 2 |
| 20-0- | p-9. | 1 5 | - m | TH SET O TO | ં. હ | 1 |
| 4 0 | 10 AK- BCH-145F | 2K-1CH- 6 2 | Cen SIT 0 2-8 | - o s | e5 · · · | Δ . |
| | /AK- BCH-145F | 15511 | | | 54'-0" | |
| GN75 | 51-80 | | 30-0 | 30:00 | 54-0 | |
| 0. | | 6 24-0-1 | - R | . S. DA | C 45. 82 | |
| | P. S. DAG. | | | | | |
| | | | | | E 19 / E E : | |

- : REFERENCE -

| 1: 6-45 | HET LAND | ROAD K-CH-SFT O-15:0 | TOTAL LAND K- CH- SFT 7- 4- 39 | COLOUR | | | | |
|--------------|-------------|----------------------------|--|--------|--|--|--|--|
| 2. | 4 - 12 - 5 | 0-11-5 | 5-7-10 | : | | | | |
| 5. | 4-13-3 | 0-11-5 | 5-8-8 | | | | | |
| 4 | 9 - 2 - 28. | 1- 5: 25 | 10-8 -9 | | | | | |
| -5 | 4- 5-25 | 0-15-0 | 5 - 4 - 23 | | | | | |
| 6. | 2-8-0 | 0.8.12 | 2-0-19 | - | | | | |
| 7. | 2-9-0 | 0-8-15 | 5 - 1 - 15 | | | | | |
| - в. | 2-1-15 | 0-6-30 | 2-8,-0 | 1 | | | | |
| 9. | 4-3-14 | | Constitution of the last of th | | | | | |
| TOTAL 49-4-0 | | | | | | | | |

IN WITHERS WENREGE the Vendor hereto set and subscribed her hand and seal the day month and the year first above - written.

SIGNED SEALED & DELIVERED

IN THE PRESENCE OF

WITHERSES

1. Lanajit kuman folder 18, Are me 18, &cSanthya Ram Kon

Signature of the Vendor

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned consideration amount of %. 30,000/- (Rupees thirty thougand) only as per MEMO below :

.. Br. 30,000/-

(Rupees thirty thousand) only.

Sandhya Rani Kan

2. Borren den Chandra Kour,

Drafted by me

Across Polaria Cont.

Alipore Police Court.



South 24 Pargenas.
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