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Registrat uts T (2) South 24 Parganas.

THIS INDESTURE made this the 3/54-day of August,

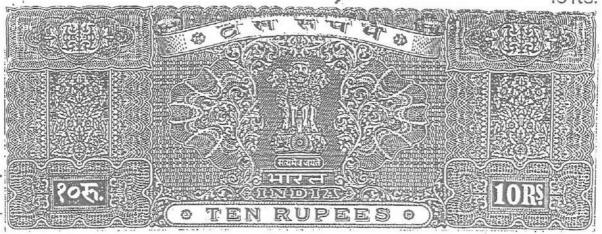
One Thousand Mine Hundred and Ninety BETWEEN
SHT. SANDHYA RANI KAR wife of Sri Birendra Chandra Kar
by faith Hindu, by occupation House-wife, residing at

/Ro. 021, Baithak Khana Bazar Road, Calcutta - 700 009, now U 109/1, Baghajatin Stn. Road, Calcutta 700 032, P.S. hereinafter called and referred to as

the <u>VENDOR</u> (which expression shall unless, excluded by or repugnant to the subject or context be decided to mean and include her heirs, executors, administrators, legal representatives and assigns) of

the OTE FART

AHD



AND

MARNALAL SUREKA TRUST of No. 5/1, Acharya Jagadish Bose Road, Calcutta - 700 020, P.S. Park Street, represented by Trustee RAJ GOPAL SUREKA son of Shyamlal Sureka by faith Hindu, by occupation Business, residing at 5/1, Acharya Jagadish Bose Road, Calcutta - 700 020 hereinafter called and referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repurnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators and assigns) of the <u>OTHER PART</u>:

WHEREAS at all material times and for all intents and purposes one Sri Jatindra Nath Mondal and Sri Debendra Nath Mondal were jointly seised and possessed of

the Cedestal ...

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the Cedestal Survey Khatian Ko. 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").

AND WHEREAS while thus absolutely seised and possessed or 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 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, Fages 168 to 175, Being No. 354 for the year 1950 AND WHEREAS the said Sailabala Debi in the facts and circumstances was seised 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 Benamdar and/or Name-lender for Smt. Sailabala Debi AND MHEREAS the said Sri Birendra Nath Chakraborty by a Deed of Disclaimer and/or releaseduly reconveyed 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 I, Volume No. 27, Pages 214 to 217, Being No. 1478 for the year 1962.

AND WHEREAS while thus absolutely seised and possessed of and well and sufficiently entitled to the said property the said 3mt. Sailabala Debi by virtue of a Cale Deed of Conveyance dated 8th June, 1968 duly sold transferred and

and conveyed the said property comprised in C.S. Khatian No. 113, Dag No. 79 for an area measuring 2 Bighas together with easement right of common passage to one Sri Sashanka Kiran Roy son of late Kamini Mohan Roy which was executed and registered a t the District Registry office, Alipore in Book I, Deed No. 3775 for the year 1968 for veluable 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 I, Deed No. 4216 for the year 1968 duly sold delivered and transferred an area of land measuring more or less 2 (two) Bighas together with easement right on common passage for valuable consideration to said Smt. Sandhya Rani Kar, referred to herein as the Vendor.

S. Kur

and possessed of the said plot of land and being Sali land measuring G2 Bighass OO Chittaks OO Sq.ft. more or less in the District of 24-Parganas, P.S. & S.R. office Sonarpur, Touji 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 partic larly mentioned and described in the Schedule hereunder written) and hereinafter for the sake of brevity referred to as the "the said property".

AND WHEREAS the Vendor as such absolute owner of the said property declared to sell an area measuring 4 (four) Cottahs 12 (twelve) Chittaks 5 (five) Sg.ft. described hereinabove and particularly mentioned and described in the Schedule hereunder written 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 No. 20,000/- (Rupees twenty thousand) only free from all encumbrances.

In pursuance of the said agreement and in consideration of the said sum of Rs. 20,000/- (Rupees twenty thousand) only of the lawful money paid by the Purchaser to the Verdor as per Memo of Consideration hereinbelow written (the receipt whereof the Vendor hereby acknowledge and of and from the same and every part thereof absolutely acquit, release, exonerate the Purchaser and the said property), the Vendor do th hereby absolutely and indefeasibly sell, grant, convey, transfer, ascien and assure ALL THAT land measuring 4 Cottah 12 Chittaks 05 Eq.ft. 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. Khatian No. 113 corresponding to R.S. Dag No. 81, R.S. Khatian No. 88 of Mouja Garagacha, J.L. No. 45, R.S. No. 41, F.S. Sonarpur, District South 24-Parganas TOWETHER WITH common passage and all sorts of easement rights thereto more particularly mentioned and described in the Schedule herounder 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 HOWSCEVER OTRIRWISE 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, easement 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 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 thereof 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 Furchaser absolutely and forever free from all encumbrances and BE IT HENTIONED that the Vendor has acquired absolute full right power am authority of the said property hereby transferred and conveyed and the Vendor hereby covenant with the Furchaser 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 Furchaser in the manner aforesaid and the Furchaser 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 eviction, 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 free and clear freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses 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 occassioned or suffered by the Vendor or by any person or persons claiming as aforesaid and the Vendor do hereby further covenant with the F urchaser 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 Furchaser 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 herehereditzments and premises and every part thereof unto and to
the use of the Furchaser in the manner aforessid as shall or
may be reasonably required. The vendor will have no right on
common passage in front of the plot registered - 12% X 40'

SCURPULE OF THE PROPERTY REPERRED TO ABO

ALL THAT piece and parcel of Sali land measuring more or less 4 Cottah 12 Chittaks 105Sc.ft. lying at or situate in the District of 24-Farganas (South), Police Station and Sub-Registry office Sonarpur, Pargana Khaspur, District Collectorate Touji No. 56, R.S. No. 41, J.L. No. 45, Mouja Goragacha comprised under C.S. Khatian No. 113, C.S. Dag No. 79 corresponding to R.S. Dag No. 81 appertaining to R.S. Khatian No. 88 TOGETHER 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 OR HOWSOEVER OTHER: ISE the said land hereditament and premises and butted and bounded, in the manner following:

s. Kan

S. Ken

CN THE NORTH : Part of Dag No. 10 & 11

ON THE SOUTH : 25' ft. Common Passage

ON THE EAST : Plot No. 3

ON THE WEST : Plot No. 1

IN WITNESS WHEREOF the Vendor hereto set and subscribed her hand and seals the day month and the year first above - written.

BIGHED, SEALLD & DELIVERED

IN THE PRESENCE OF

WITRESSES :

Sandlya Rani Korl

18, Arenne 182 Row C. Cloutta - 7-5

MEMO OF CONSIDERATION

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RECEIVED of and from the within named Purchaser the within mentioned consideration amount of Rs. 20,000/- (Rupees twenty thousand) only as per MEMO below:

S. Kar

A/c Payee Cheque No. 664821 dt. 6.8.90 drawn on Bank of Maharashtra, Ganesh Ch. Avenue Branch

(RUPEES TWENTY THOUSAND) ONLY.

. Rs. 20,000/-

Sandly a Rani Kor

VENDOR

WITNESSES :

1. Lanajik kum er boddin

2. Por dra Chandra Kar. from Baghajahi Sin Rd.

Drafted by me.

Alipose Pieire Cand.

Typed by me.

Ski Sen Gupta,
Alipore Police Court.



(Swebe)