

Nine Fundred Minety Eight, BETWEEN & RI SHYAMAL KUMAR NASKAR,

son of Sri Subal Chandra Naskar, by faith Hindu, by Occupation

Business, residing at Maheshtala, Turatan Dakghar, P.S. Maheshtala

been replaced by Or repugnant

VENDOR (Which expression shall unless excluded by Or repugnant

to the context be deemed to mean and include his heirs, executors

administrators, legal representatives and assigns) of the ONE

PART

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faith Hindu, by Occupation Housewife, 2) SRI RAJESH KUMAR,
Son of Late Bundela Ravi Das, by faith Hindu, by Occupation
Service, both residing at 85, Diamond Harbour Road. P.S.
Behala, Calcutta - 700 038, hereinafter jointly referred to
as the PURCHASERS (which expression shall unless excluded by
or regugnant to the context be deemed to mean and include
their heirs, executors, administrators, legal representatives
and assigns) of the OTHER PART:

whereas one Sudhanya Naskar was seized and possessed as absolute sixteen annas owner of All That the Sali land measuring .98 decimals comprising R.S.Khatian No.365 appertaining to Dag No.34, lying and situate at Mouza Ganipur, J.L.No.13, R.S. No.382, under Touzi No.64, Purgana Magura, P.S. Maheshtala, at present lying within the limits of Maheshtala Municipality A.D.S.R. Office Behala, District 24-Parganas South and enjoyed the said property on payment of rents exercising all rights of ownership thereto.

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property alone being in need of cash money by an Indenture registered at the Office of the Sub-Registrar at Behala and recorded in Book No.1, Volume No.19, Pages 286 to 289, Being No.1354 for the year 1972 sold, transferred and conveyed the entire area of .98 decimals of land of the said Dag No.34 under R.S.Khatian No.365 of the said Mouza Ganipur in favour of Smt. Kalpana Bala Naskar wife of Sri Biswanath Naskar of Mahadebpur and delivered possession of the said land and become ceased and dispossessed therefrom.

and whereas thereafter Smt. Kalpana Bala Naskar, after such purchase demarcated the said .98 decimals of land purchased by her by the aforesaid Deed and enjoyed the said property exercising all rights of ownership thereto.

by an Indenture dated 21.7.92 registered at the Office of the District Sub-Registrar at Alipore and recorded in Book No.1, being Deed No.12373 for the year 1992 sold, transferred and conveyed 1 Righa 10 Cottahs of land out of the said .98 decimals of land of the said Dag No.34 under R.S.Khatian No.365 in favour of Smt. Sudha Bose Wife of Sri Santi Ranjan Bose of 21, Old Ballygunge Road for a valuable consideration mentioned therein and delivered khas possession of the said land.

land nurchased by her exercising all rights of ownership thereto, being in need of cash money by an Indenture dated 7. 98. registered at the Office of the A.D.S.R. Behala and recorded in Book No.1, being Deed No. 4013, for the year 1998 sold. transferred and conveyed a separately demarcated area of 15 cottahs

Attested Attested

बरिष्ठ सामिनी प्रबन्धक अर. Materials Manager - 170 4 • पूर्व रेडके / शाउँ नरीच, कोल्डाता ४३

under R.S. Whatian No.365 of the said Mouza Ganipur, in favour of Sri Shyamal Kumar Naskar the Vendor of these presents for the consideration mentioned therein and delivered khas possession thereof.

AND WHEREAS after such purchase the Vendor demarcated the said land by Pillars and enjoyed the said land exercising all rights of ownership thereto Without any interruption or hindrance from others.

has made improvement of the said land to some extent and divided the said land into several small plots opening Roads/Common Passages for free ingress and egress to and from those plots and declared for absolute sale of those plots and the Purchasers herein agreed to purchase a plot of Land measuring 4 Cottahs

3 Chittacks more or less being Plot No.A-2, at a fixed price of the said price of the said price of the said price and the Vendor considering the said price reasonable and acceptable also agreed to sell the said plot of land to the Purchasers herein at the said consideration.

NOW THIS INDENTURE WITHESSETH that in pursuance of the said agreement and in consideration of the sum of &. 40,000 /- (Rupees Forty Thousand ) only well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo hereunder written and acquit, release and forever discharge the Purchasers as well as the land and hereditaments hereby sold) the Vendor doth hereby grant, transfer, convey, sell, assure and assign unto the Purchasers ALL THAT piece and parcel of Sali land measuring 4 Cottahs 3 Chittacks more or less being Plot No.A-2, lying and situate at Mouza

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Ganipur, J.L.No.13, R.S.No.382, Pargana Magura, under Touzi No.64, comprising R.S.Khatian No.365, appertaining to Dag No.34, P.S. Maheshtala, at present lying within the limits of the Maheshtala Municipality, Ward No.20, District 24-Parganas South, more fully described in the Schedule below and delineated in the Plan annexed hereto and shown by Red border lines OR HOWS OEVER 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, drain, ditches, hedges, water, watercourses and all other former and ancient rights, lights, liberties, benefits privileges, advantages, easements 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 Vendor into or upon the said land, hereditaments and every part thereof AND all the deeds, pattahs, muniments, writings, evidences of title whatsoever Which exclusively relates to the said land and hereditaments or every part thereof which now are or hereafter may be in the custody powercontrol or possession of the Vendor or any person or persons from whom the Vendor may procure the same without any lawful action or suit TO HAVE AND TO HOLD the said land and hereditaments so to be unto the Purchasers absolutely forever free from all encumbrances ;

AND the Vendor doth hereby covenant with the Rurchasers as follows :-

That notwithstanding any act thing deed matters whatsoever made done executed or knowingly suffered to the contrary the vendor now has good right. full nower, absolute authority and

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indefeasible title to grant, transfer convey the said land and hereditaments hereby sold or expressed or intended so to unto and to the use of the Europagers In manner aforesaid;

AND the Purchasers 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 their names mutated in the Maheshtala Municipality 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 Vendor or any of his predecessor—in—title and that free and clear and freely and clearly and absolutely exonerated discharged saved namless and keep the Purchasers indemnified from or against all charges, encumbrances made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

EURTHER the Vendor and all persons having lawfully or equitably claiming any estate or interest upon the said land and hereditaments or any part thereof from under or in trust for the Vendor shall and will from time to time or at all times hereafter at the cost and request of the lumchasers do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said land to the purchasers as shall or may be reasonably required.

The Vendor also declares that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendens or any attachment. There is no case, suit or preceding pending

1 पूर्व रेख्ये । गांद सरीच, कोलकाता-**४०** before any Court of law. The Vendor sold the said land while having Khas possession and delivered Khas possession of the said land to the Purchasers.

If any of the statements or covenants made hereinbefore is found to be false, untrue or any defect in title is detected the Vendor shall be liable for the same.

If any error or omission is transpired in this Deed in future the Vendor shall at the cost and request of the Purchasers execute and register any Supplementary Deed or Deed of Rectification/Declaration in favour of the Purchasers.

## SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring 4 Cottahs 3 Chittacks more or less being plot No. A-2, lying and situate at Mouza Ganipur, J.L.No.13, R.S.No.382, Pargana Magura, under Taizi No.64, comprising R.S. Khatian No.365, appertaining to pag No.34, P.S. -Maheshtala, at present lying within the limits of the Maheshtala Municipality, Ward No.20, A.D.S.R. Office at Behala, District 24-Parganas South, With right to take Electric, Tap water, Gas, Telephone etc. connections through 14 -0 " ft. Wide Common Passage together with all easement rights thereto and the said land is delineated in the Plan annexed hereto and depicted by Red border lines, being butted and bounded as follows :-

On the North : Plot No. A-3, Dag No.34.

On the South : Dag No.34, Plot No.A-1/1.

On the East : 14 ft. Wide Common Passage.

On the West : Dag Nos.31 and 33.

proportionate rent of 0.80 Paisa payable to the Collector, south 24-Parganas for the State of West Bengal.

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

In presence of :
Jan was 1/13 Crobalbu P.S. makeshold - 24/15 (S)

Johnda Mahan Mandal

Mahashlala.

Styand Timer Wester

## Memo of Consideration

Porty Thousand ) only being the full consideration money, in the manner hereunder written.

By-Cash

Rs - 40,000

( Ripees Forty Thousand) Only.

Witnesses :-

1 Samelar South

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Shyanal Lunar Wasker Vendor

Bright Schip Alburg Eges Court About type Cal-27

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

In presence of:
January Man Sunty

Flat 40 1/13 Crobalbu

P.S. ma Lashotala. 24, 6, (S)

Gobinda Mohan Mandal

Mahashlala.

Styanos timer Officer

## Memo of Consideration

Porty Thousand ) only being the full consideration money, in the manner hereunder written.

By Cash

Rs. 40,000/

( Rupees Forty Thousand) only.

Witnesses :-

1 Samuelar South

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Shyanal Lanar Wasker Vendor

Birmal Chilahip Alipung tges Court Apod by no Cal 27 Strang Kuma Land