3233 Manufacture man depen status and 12 1599 United been pai 79 5 has been paid M tf the Rugn. Act, 1908 & Collector for THIS INDENTURE OF SALE" made this Age 1800 January One Thousand Nine Hundred and Ninety Six BETWEEN SRI RAAJ KUMAR BAHETY son of Late Baldeo Das Behety by faith Hindu by occupation Merchant residing at 78, Elgin Road, Calcutta - 700 020 hereinafter called the VENDOR (which term or expression shall unless executors and administrators representatives and assigns) of the ONE PART A N D MISS SWATI MUNDHRA daughter of OSri Madhusudan Das Mundhra, by faith Hindu by occupation Merchant residing at 35, Rowland Road, Flat No. 3A, Calcutta - 700 019 hereinafter called the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her respective heir or heirs executors and administrators representatives and assigns) of the OTHER PART. contd....2

11- 11-985

Identified by Dahul Bahety. So Raaj Kurrar Bahety 7B Elzir Road. Calenth: 700020. STUDENT

WHEREAS one Sri Krishna Chandra Mondal son of one Haran Chandra Mondal since deceased inherited the right, title and interest in plot of agricultural land with garden and trees of different description standing thereon situate and lying in the District of 24 Parganas (South), Police Station and Sub-Registry Sonarpur, Mouza - Dhamaoitola Khatian No. 7, Dag No. 280, having a total area of 60 satak and/or 36 Kattahs approximately be the same a little more or less.

AND WHEREAS Sri Krishna Chandra Mondal son of Late Haran Chandra Mondal recorded the said plot of 60 sataks and/or 36 Kattahs of land in his name by a Partition Deed dated 12th March, 1964.

AND WHEREAS the said Partition Deed dated 12th March, 1964 was recorded in the office of the Sub-Registrar Baruipur in Book - I Volume No. 35 and from page 123 to 143 under the Deed No. 1885 of the year 1964.

AND WHEREAS the said plot of land with garden and trees of different description recorded in the records of Municipality under Khatian No. 7 Dag No. 280, Mouza Dhamoitola, Police Station and Sub-Registry Sonarpur under 24 Parganas (South).

AND WHEREAS Sri Krishna Chandra Mondal absolutely seized and possessed the said plot of land with trees and garden having a total area of 60 sataks and/or 36 kattahs may be a little more or less recorded in District 24 Parganas P.S. and Sub-Registry Sonarpur Mouza Dhamoitola under Collectorate 24 Parganas as Total 6.55 Satak land of Revenue &. 21.73 P. under J. L. No. 75 R.S. No. 236 Touzi No. 3 to 5 Khatian No. 7 under Dag No. 280 without any co-sharer.

AND WHEREAS Sri Krishna Chandra Mondal son of Late
Haran Chandra Mondal sold 30 satak and/or 18 Kattahs of land
out of 60 satak of land with trees and garden thereon to
Smt. Annapurna Saha wife of Sri Anil Chandra saha and a
resident of Shakim Garia Laskarpur Policestation and SubRegistry Sonarpur District 24 Parganas (South) on 13th day
of October 1980 and the said conveyance and/or sale recorded
in the Sub-Registry of Sonarpur under Book No. I Volume
No. 62 pages 190 to 193 Being No. 4587 of the year 1980.

AND WHEREAS the Municipality of Rajpur recorded in the name of Smt. Annapurna Saha wife of Sri Anil Chandra Saha the said plot of 30 satak and/or 18 Kottahs of land under Mouza Dhamoitola J.L. No. 75 Khatian No. 7 Dag No. 280.

AND WHEREAS Srimati Annapurna Saha wife of Anil Chandra Saha transferred and/or sold undivided 1/3 one third share out of her total area of 30 sataks and/or 18 kottahs i.e. 10 sataks and/or 6 Kottahs of land along with trees and garden thereon, to SRI RAAJ KUMAR BAHETY son of Late

Baldeo Das Bahety residing at 7-B. Elgin Road, Calcutta - 700 020 on 14th day of March, 1989 and the said conveyance and/or sale recorded in the Additional District Sub-Registrar of Assurances (Records) Calcutta under Book - I Volume No. I Being No. 3046 of the year 1989.

AND WHEREAS Sri Raaj Kumar Bahety the VENDOR is absolutely seized and/or possessed of and/or otherwise well and sufficiently entitled free from all charges, claims, encumbrances and liabilities whatsoever to a plot of land with structures and trees of different description measuring about 10 satak and/or 6 kattahs of land be the same a little more or less situate and/or lying and particularly mentioned and described in the schedule hereunder written and also sketched in a site plan annexed herewith and a part of land of C.S. Dag No. 280 under Khatian No. 7 of Mouza Dhamoitola, J.L. No. 75, P.S. Sonarpur District 24 Parganas (South).

AND WHEREAS Sri Raaj Kumar Bahety the VENDOR herein has agreed to sell and the PURCHASER has agreed to purchase the VENDOR'S 10 sataks and/or 6 kottahs of land along with the trees and garden thereon, more particularly mentioned and described in the schedule hereunder and demarcated with red line and marked as plot No. B-3 in the Site Plan annexed herewith and which is a part of the Sale Deed and/or for a price of %. 50,000/- (Rupees Fifty Thousand) only free from all encumbrances charges claims and liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of ks. 50,000/- (Rupees Fifty Thousand) only the lawful money of the Union of India well and truely paid by the PURCHASER to the VENDOR as per memo hereunder written and/or before execution of these presents (the payment and receipt whereof the <u>VENDOR</u> does and/or doths hereby admits and acknowledge and of and from same and every part thereof does and doths hereby acquit release and discharge for ever the said PURCHASER) assigns, assures, conveys, grants, sells and transfers unto the purchaser his Ten sataks and/or 6 kottahs of land with trees and gardens thereon more particularly mentioned and described in the Schedule hereunder written demarcated with red line and marked as plot no. B-3 in the Site Plan annexed herewith OR HOWSOEVER OTHERWISE the plot of land with trees and garden thereon more particularly mentioned and described in the schedule hereunder or any part thereof now is or are heretofore was or were situated, butted and bounded called knwn, numbered, described or distinguished TOGETHER WITH all boundary walls, yards, court yards, passage, common passages, parthways, lights, liberties, privilleges easements, appurtenances whatsoever to the said plot of land along with trees and garden thereon more particularly mentioned and described in schedule hereunder written, appurtaining to or usually held or enjoyed herewith or reputed to belong or to be appurtenant thereto AND ALL the estate, rights, title and demand whatsoever of the <u>VENDOR</u> both at law and in equity into or upon the said plot of land with structures trees and garden thereof more particularly mentioned and described in the schedule hereunder written TO HAVE AND TO HOLD all

the right, title and interest upon of the VENDOR in the said plot of land along with the trees and garden thereon, more particularly mentioned and described in the Schedule hereunder written with all therein appurtenances unto and to the use of the PURCHASER absolutely and/or for ever free from all encumbrances and the <u>VENDOR</u> does hereby covenant with the PURCHASER that the $\underline{ ext{VENDOR}}$ has not done omitted or knowingly or willingly suffered or has been party to any act, deed or thing thereby he is prevented from granting and conveying him 10 sataks and/or 6 kottahs of land with trees and garden thereon more particularly and described in the schedule hereunder written and hereby assigned and assured, conveyed, grant sold and transferred or expressed or intended so to be and any and every part thereof ALL THAT the VENDOR does and doths hereby covenant with the PURCHASER that notwithstanding any act, deed matter or thing by the VENDOR done or executed or knowingly suffered to the contrary the VENDOR is now lawfully, rightly absolutely seized or otherwise well and sufficiently entitled to all her rights, relating to 10 Sataks and/or 6 kottahs of land with trees and garden thereon more particularly mentioned and described in the schedule, hereunder written and hereby assigned assured, conveyed, granted, sold and transferred or expressed or intended to be and every part thereof without any manner or conditions use trust incumbrances or other things, whatsoever to alter, defeat incumber of make void the same and notwithstanding any act deed, whatsoever by the VENDOR done or executed or knowingly suffered to the contrary he the VENDOR has good right full power and absolute authority to assign, assure, convey grant well and

transfer his 10 sataks and/or 6 kottahs of land with trees and garden thereon in right title and interest in and upon the plot of land with trees and garden thereon more particularly mentioned and described in the Schedule hereunder written and hereby granted conveyed and transferred or expressed or intended or to be unto the PURCHASER free from all encumbrances claims, charges, liens, lispendens whatsoever in the manner aforesaid AND THAT THE PURCHASER shall and may at all times hereafter peaceably and quitely possess and enjoy the plot of land with trees and gardens thereon more particularly mentioned and described in the schedule hereunder written and also demarcated in a site plan annexed herewith which is also part of the sale deed by red ink and marked as plot B-3 herein and received the rents, issues, and profits thereon to the extent of 10 sataks and/or 6 kottahs without any lawful eviction, interruption, claim or demand, whatsoever from or by the VENDOR or any person or persons lawfully or equitably claiming under or interest for him or any person or persons lawfully or equitably claim as aforesaid AND THAT THE PURCHASER shall and may at all times hereafter peaceably and quietely possess and enjoy the plot of land with trees and gardens, thereon free from all encumbrances charges claims and liabilities, whatsoever made occasioned or suffered by the VENDOR OR HIS predecessor in title or any person or persons lawfully or equitably claiming as and FURTHER that the VENDOR and all persons lawfully and equitably claiming any estate or interest in the said plot of land with trees and gardens thereon more particularly

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mentioned and described in the schedule hereunder written or entrust for the VENDOR shall and will from time to time and at all times hereafter at the request of and costs of the PURCHASER do and execute or caused to be done and executed to be done all such acts and deeds and things whatsoever from further better and more parfectly assuring the said plot of land with trees and garden thereon in manner aforesaid as much or as may be reasonably required AND FURTHER THAT THE VENDOR shall at all times hereafter has indemnified and keep indemnified the PURCHASER her heirs, executors, administrators, representatives and assigns against all and all kinds of law and damages and costs charges expenses, suffered by the PURCHASER by reason of any defect entitled of the VENDOR or any breach of the covenants herein contained.

THE SCHEDULE ABOVE REFERRED TO

containing an area of 10 sataks and/or 6 kottahs be same a little .

more or less situate and being a Plot No. B-3 in the District of

24 Parganas South Police Station Sonarpur Municipality Ward

No. 12 Sub-Registry Sonarpur, Mouza Dhamaitola under Collectorate

24 Parganas (South) J.L.No.75 Registration 236 Touzi 3 to 5

Khatian No.7 Dag No.280 delineated in Red Border in the Map or

plan annexed bereto butted and bounded as follows:

NORTH : Plot B 2 land of Srimati Veena Bahety ;

SOUTH : Land of C.S. Dag No.280 (partly belonging to Swati Mundhra):

WEST : Municipal Road, called Dwarik Road ;

EAST : Land of C.S. Dag No.278 and 279 or howsoever otherwise.

contd....9

IN WITNESS WHEREOF the VENDOR has signed this Indenture the day month and year above written.

SICNED AND DELIVERED BY THE YENDOR AT CALCUTTA IN THE PRESENCE OF :

7

1. Gopal Del Bahety 186, Michare sen GeschenLene Clouter Foodog

VENDOR

2. Rahul Bakety. 7R Flyin Road · louthe : 700020.

DRAFTED BY :

Chhaya Dar.

(CHHAYA DAS)

ADVOCATE

JUDGES' COURT, ALIPORE CALCUTTA - 700027.

Typed by me :

(G.C.Chaudhuri)

(Floundhan)

Typist
Judges' Court, Alipore

Calcutta- 27.

MEMO OF CONSIDERATION

RECEIVED from within named PURCHASER by the VENDOR the amount of consideration money as follows :

A)c Payer cheque bearing no. 308764 dated 8.2.96 drawn on Union Bank of India, Etra Street Branch, Calcula in favour

(RUPEES FIFTY THOUSAND ONLY).

Rs.50,000/-

WITNESSES:

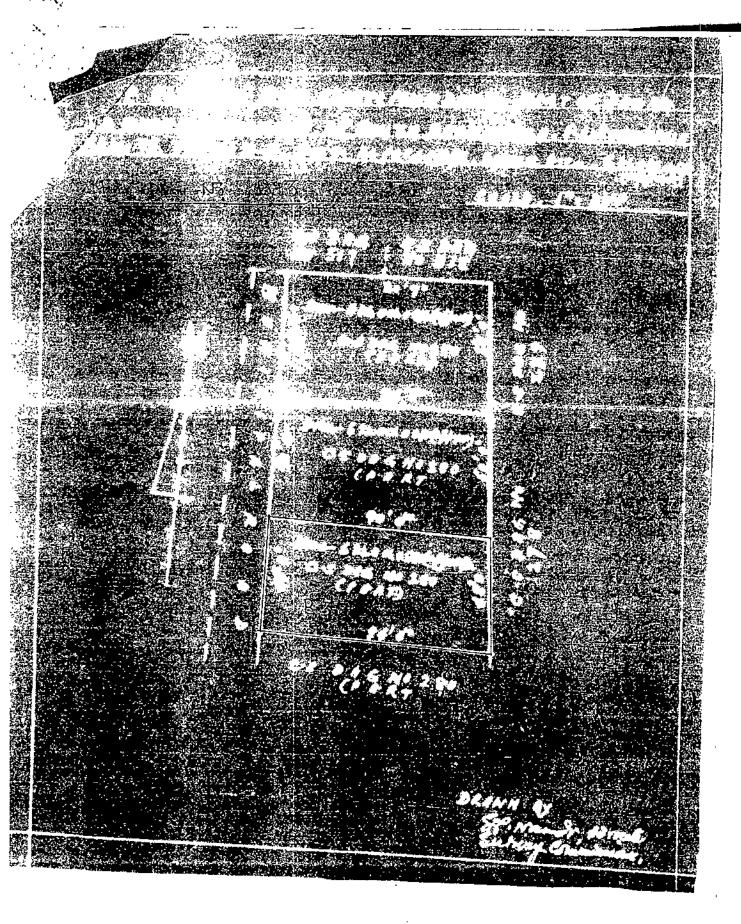
1. Hapal Del Bohed

2. Duhal Bakety.

VENDOR

7B Elgin Road Calcutta - 700020.

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STIME NO.

AND THE STATE OF T

September 200 Se

DATED, THE

DAY OF JANUARY, 1996

INDENTURE OF SALE

BETWEEN

SRI RAAJ KUMAR BAHETY

····· VENDOR

A N D

MISS SWATI MUNDHRA

·····PURCHASER

DRAFTED BY

CHHAYA DAS, ADVOCATE
JUDGES' COURT, ALIPORE
CALCUTTA-700027