



Deed No 7296

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Handwritten calculation:
48250
- 20070

28180

PART-I

01BB 260223

Under Sec 3 of the WB (Prevention of encroachment & regulation of building) Act, 1957, the market value of the land is Rs. 48,250/- and the deficiency stamp duty of Rs. 28,180/- is payable.

Stamp duty of Rs. 28,180/-, with
stamped of 614 of L. R. Act
under the India Stamp Act. 1899
Corrected upto 1974 Schedule
A No. 22/11/88. Fee paid 22/11/88

Sub-Registrar, South 24 P.W.
22/11/88

S.D.M., Sonarpur & Collector WB
49, 42 of the G. Act 1957

Stamp duty of Rs. 28,180/-
has been received
Date received 22/11/88

THIS INDENTURE made on this 29th day of May 1988, One thousand nine hundred and ninety eight BETWEEN SRI DIPANKAR BHATTACHARYA Son of Late Kalipada Bhattacharya, by faith Hindu, by occupation Business, residing at Green Tower, Block-C, Flat 5/9, Golf Green, P.S. - Jadavpur, Calcutta- 95 hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context shall be deemed to include his heirs, successors, executors, representatives and assigns) OF THE FIRST PART

A N D

certified s/s 42 of the I.S. Act, 1899 that the stamp duty of Rs. 28,180/- is paid on 22/11/88

S.D.M., Sonarpur & Collector WB
49, 42 of the G. Act 1957

Handwritten date: 29/5/88

Handwritten numbers: 5,85,000

Handwritten number: 6435

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ADCO CONSTRUCTION PRIVATE LIMITED, registered under the Indian Companies Act, having its registered Office at Aparupa Apartment Ground floor, Garia Station Road, P.O. Garia, P.S. Sonarpur, Calcutta- 8+ hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context shall be deemed to include its successor-in-office and assigns) of the SECOND PART

A N D

SRI AMAL KUMAR DAS Son of Sri Madhusudan Das by faith Hindu, by occupation Business, residing at A/177 Ramkrishna Nagar, Garia, P.S. Sonarpur, District: 24-Parganas(South), Calcutta- 70008+ hereinafter referred to as the CONFIRMING PART (which expression shall unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, successors, representatives and assigns) of the THIRD PART.

WHEREAS the property described in the schedule hereunder and other properties measuring 43 decimals formerly belonged to

partition deed, registered in the office of Sub Registrar Sonarpur and entered in Book No. 1, Being No. 4447 for the the year 1989.



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Nanda Lal Gayen since deceased and his name was duly recorded in C.S.R.O.R.

AND WHEREAS after the death of the said Nanda Lal Gayen, his heirs Nagendra Nath Gayen and Ratan Chandra Gayen sold and transferred the entire 43 decimals of land to Sm. Annapurna Devi on the basis of two registered sale deeds registered in the Office of Sub-Registrar Baruiipur and entered in Book No.1, Volume No. 12, Pages No. 113 to 116 Being No. 556 for the year 1939 and Book No. 1, Volume No. 9, Pages No. 162 to 165 being No. 560 for the year 1939.

AND WHEREAS in order to perfect title in respect of the said property and other properties comprising 8(eight) plots having a total area of 97 decimals one Sarat Chandra Biswas of No. 8, Palbagan, Entally purchased the said land from Satish Chandra Biswas and Satindra Nath Biswas.

AND WHEREAS Raj Kumar Mondal, Subodh Mondal were Korf tenants in respect of the said properties.

AND WHEREAS Raj Kumar Mondal died leaving behind him Sm. Brihaspati Dashi.

AND WHEREAS Subodh Chandra Mondal died leaving behind him only heir sister's son Gour Hari Naskar.

partition deed registered in the office of sub registrar Sonarpur and entered in Book No. 1, Being No. 4447 for the the year 1989.

AND WHEREAS Brihaspati Dashi and Gour Hari Naskar jointly sold the said 97 decimals of land apportioning to 8 plots to Sarat Chandra Biswas of 10, Dr. Suresh Sarkar Road, Entally, on the basis of registered sale deed registered in the office of S.R. Baruipur and entered in Book No. I, Volume No. 12, Pages No. 120 to 124 Being No. 563 for the year 1939.

AND WHEREAS the said Sarat Chandra Biswas while in khas possession of the entire purchased land for sometime .

AND WHEREAS the said Sarat Chandra Biswas sold and transferred 97 decimals of land of 8 plots apportioning to 3 khatians to Annapurna Devi, mother of the Vendor herein on the basis of registered sale deed registered in the office of Alipur District Registrar and entered in Book No. 1, Volume No. 105, Pages No. 74 to 80, being no. 4034 for the year 1941.

AND WHEREAS during the Revisional Settlement Operation the said land was duly recorded in the name of Annapurna Devi in the Revisional Settlement Khatian No. 332 and 318.

AND WHEREAS the said Annapurna Devi died on 12.02.1977 leaving behind her husband and two sons the vendor herein and Dilip Kumar Bhattacharya.

AND WHEREAS Dr. Kalipada Bhattacharya husband of Annapurna Devi died on 2.03.1984 leaving behind him two sons i.e. the vendor herein and Dilip Kumar Bhattacharya.

AND WHEREAS the said two sons were in joint possession of the properties inherited by them for sometime.

AND WHEREAS the said two sons had effected amicable partition of the joint properties on the basis of registered partition deed registered in the office of Sub Registrar Sonarpur and entered in Book No. 1, Being No. 4447 for the the year 1989.

AND WHEREAS on the basis of the said partition deed the land described in schedule 'GA' and marked with letter "B" in the partition plan fell to the allotment of the vendor herein and the vendor agreed to sell the land described in the schedule hereunder and other lands to the Confirming Party herein.

AND WHEREAS the vendor herein has received earnest money from the said Anil Kumar Das- the confirming party herein and executed a bainapatra.

AND WHEREAS in view of clause 11 of the said bainapatra the vendor herein is bound to transfer the land mentioned in the bainapatra in favour of confirming party or his nominee or nominees on the basis of deed or several deeds.

AND WHEREAS the confirming party herein has nominated the purchaser herein for sale of the land mentioned herein below in his favour.

AND WHEREAS the vendor herein in pursuance of the said agreement has agreed to sell the property mentioned hereinbelow for a proportionate price of Rs. 4,00,000/- (Rupees Four Lacs) only .

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 4,00,000/- (Rupees Four Lacs) only to the vendor paid by the purchaser at or immediately before the execution of these presents the receipt whereof the vendor do hereby admits, acknowledges and of and for the same and every part thereof acquit, release and discharge the purchaser its successor in office and assigns and every one and also the said property he the vendor as beneficial owner do by these presents indefeasible grant, sale, convey and transfer, assign and assure unto the purchaser, its successor in office and assigns free from encumbrances, attachments

and defects in title ALL THAT the said land fully described and mentioned in the schedule hereto or HOWSOEVER otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER with the land or ground whereupon or on part whereof the same is erected and built together with all houses, out houses or other erections, further walls, yards, courtyards and benefit and advantages and easements and other rights, liberties, easements, privileges 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, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and reminders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the vendor into and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which, in anywise relate to the said property or any part or parcels thereof and which now are or hereafter shall or may be in the custody power or possession of the vendor, his heirs, executors, administrators or representatives or any person from whom he or they can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN and possess and enjoy the said property and every part thereof hereby granted, sold, conveyed and transferred expressed and intended so to be with their right, members and appurtenances unto and to the use of the purchaser, its successor in office and assigns forever freed and discharged from or otherwise by the vendor well and sufficiently indemnified of and against all encumbrance claims liens, etc whatsoever

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created or suffered by the vendor from to these presents AND the vendor do hereby for himself, his heirs, executors, administrators and representatives covenant with the purchaser, its successor-in-office and assigns THAT NOTWITHSTANDING any act, deed or thing whatsoever by the vendor or by 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, sale, 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, its successors in office and assigns in the manner aforesaid AND THAT the purchaser its successor in office and assigns 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 profits thereof, without any lawful eviction, hindrance and interruption, disturbances, 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 from its predecessor in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by the costs and expenses of the vendor well and sufficiently save indemnified or from and against all and all manner claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any of his ancestor or predecessor in title or any person or persons lawfully and 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 or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the purchaser its successor in office and assigns 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 its successor in office and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE shall at all times hereafter indemnify and keep indemnified the purchaser its successor in office and assigns against loss, damage, costs, charges and expenses if any suffered by reason of any defect in title of the vendor or any breach of the covenants herein contained.

SCHEDULE REFERRED TO ABOVE

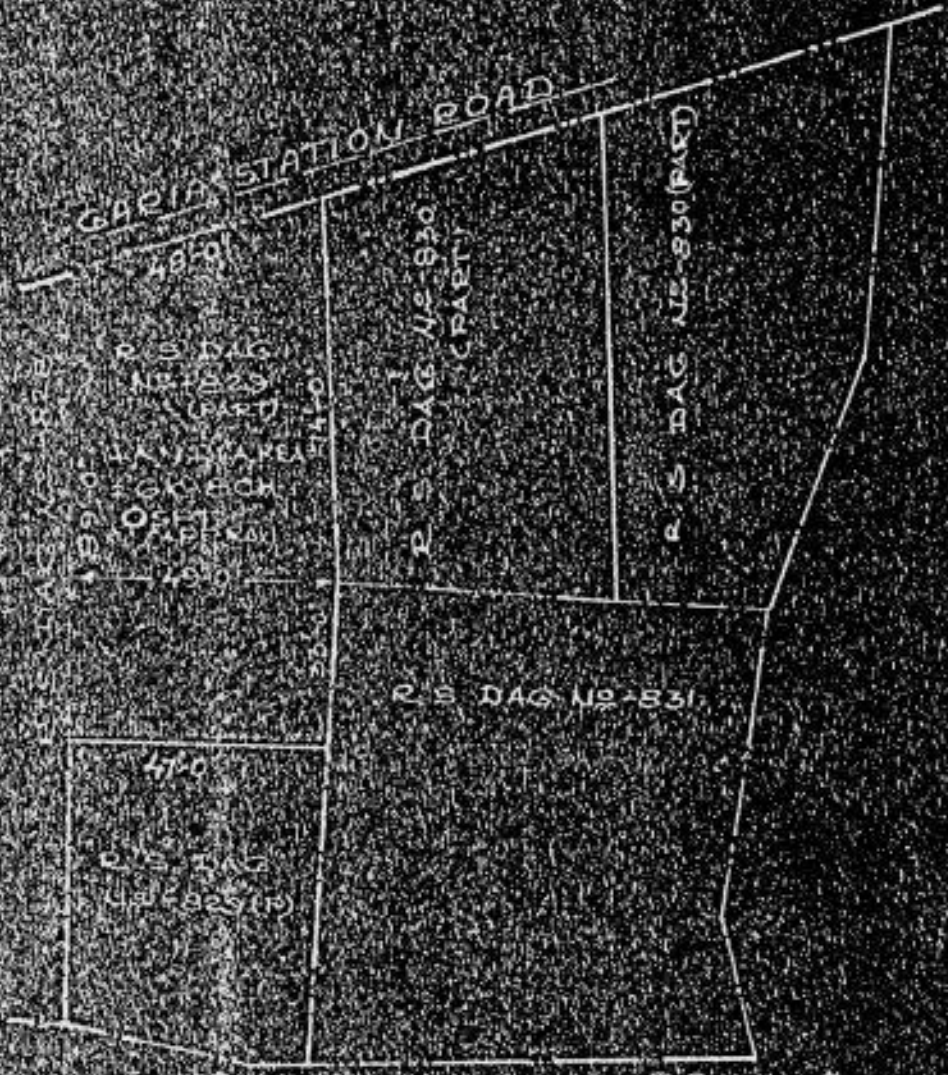
ALL THAT piece and parcels of Bastu land measuring 6 katha 8 chittaks together with 100 sqft. mully bamboo tile sheded structure of R.S. Dag No. 829 under R.S. Khatian No. 332 appertaining to Mouja Barhansfertabad having a Rayati Sthitiban Satta Pargana Medan Molla, Touji No. 109, R.S. No. 7, J.L. No. 47, under Rajpur Sonarpur Municipality being Ward No. 24, P.S. Sonarpur in the District: 24-Parganas(South) bearing a proportionate rent of Rs. 1/- for the said land payable to the Collector, 24-Parganas(South), Government of West Bengal, as shown and delineated in the plan annexed to the deed marked with colour 'RED' border line butted and bounded by:-

On the North:- Garia Station Road, On the South:- Dag No. 829,
On the East :- Dag No. 830, On the West :- Dag No. 828.

SITE PLAN OF R. S. DAG NO-829(PART)
 AT MOUZA-BARHANS FARTABAD, J.L. NO-
 47, R.S. KH. NO- R.S.-SONARPUR, DIST-
 24 PARGANAS (SOUTH), WARD NO-24 UNDER
 RAJPUR SONARPUR MUNICIPALITY.

SCALE:-1"=25'-0"

LAND AREA=6K-8CH-0SFT
 SOLD AREA SHOW IN RED BORDER LINE



SIGNATURE OF VENDOR'S

DRAWN BY - P. S. MAUDAL
 (SURVEYOR & E. B. S.)
 GARAGACHHA GARIA
 ICAL - 700034

Typed by:
Same's Chakraborty
 Baruipur Civil Court.

MEMO OF CONSIDERATION

Received Rs. 4,00,000/- (Rupees Four Lacs) only from the within mentioned purchaser being the full consideration money as per Memo below:-

Rs. 3,50,000 /- (Three Lacs fifty thousand) only)

by Cheque No. 028192 dt. 5/9/97 Rs. 1,00,000/-

by Cheque No. 176054 dt. 17/11/97 Rs. 1,00,000/-

by Cheque No. 173842 dt. 02/01/98 Rs. 1,50,000/-

drawn on Allahabad Bank, Garia Branch, in favour of Dipankar Bhattacharya, and by Cash Rs. 50,000/-

Dipankar Bhattacharya

IN WITNESSES WHEREOF the Parties have set and subscribed their respective hands and seals on this day, month and year first above written.

Signed, sealed & delivered in the presence of

Witnesses:

1) *Jayanta Saha*
12 R.H. Nagar, Garia
Cal-84

2) *Mrinal Kanti Mullick*
Advocate
Baruipur Court

Dipankar Bhattacharya
Signature of the Vendor

Sh. Anil Kumar Das
Signature of the Confirming Party.

Drafted by:-

Mrinal Kanti Mullick
Advocate

Typed by:

Sameer Chakraborty
Baruipur Civil Court.