



3052/1506  
Dy 12-1-98

PART-II

10	2.00
20	2.00
30	4.20
40	6.00
50	10.00
60	4.95
70	10.00
<hr/>	
	39.15



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District S. M. C. S. T. V. Alipore  
8/24/1938

Issued to be a True Copy of the Original Document  
21/2 Bar 19 G. S. S. Alipore  
M. D. D. K.



10 RS.

5000Rs.



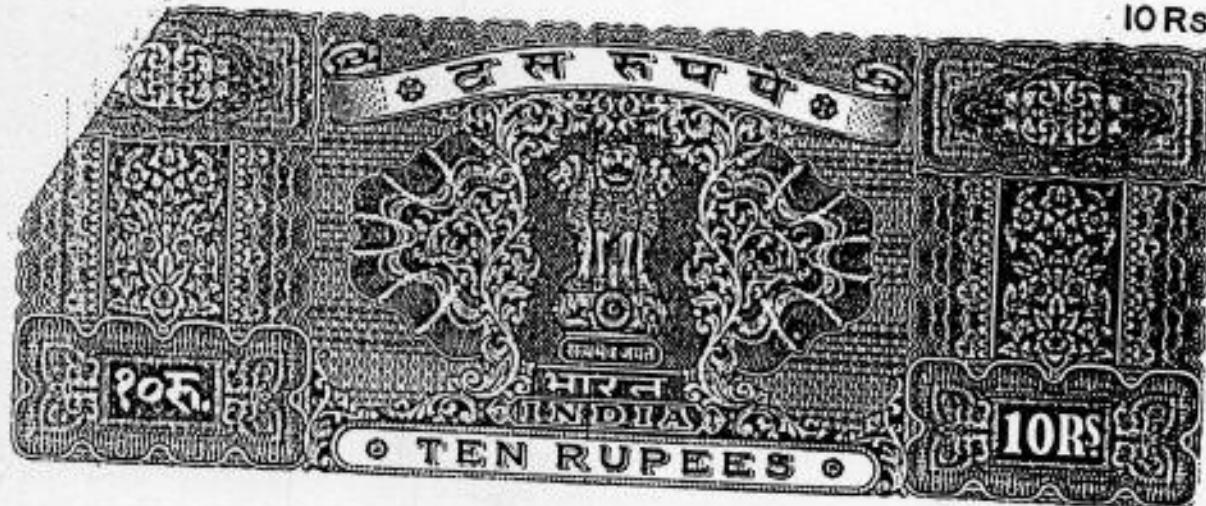
-2-

ADCO CONSTRUCTION PRIVATE LIMITED, registered under the Indian Companies Act, having its registered office at Sparrow Apartment, Ground floor, Garia Station Road, P.C. Garia, P.S. Sonarpur, Cal- 34, 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 PARTY,

SRI AKAL 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-34, hereinafter referred to as the CONFIRMING PARTY (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 PARTY.

WHEREAS the property described in the schedule

10Rs.



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hereunder and other properties measuring 43 decimals formerly belonged to Nanda Lal Gayen since deceased and his name was duly recorded in C.S.R.C.A.

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. Annanurma Devi on the basis of two registered sale deeds registered in the office of Sub-Registrar Baruipur 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. 5 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 Rajkumar 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.

AND WHEREAS Brihaspati Dashi and Gour Hari Naskar jointly sold the said 97 decimals of land appertaining 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. 1, 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 appertaining to 3 khatis 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 Khatis 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 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 Amal 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 admit, acknowledge 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 mentioned and described in the schedule hereto or HOWSOEVER otherwise the said property now or heretofore were or was situated, 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, panniments, 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

12-11-78

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assigns forever freed and discharged from or otherwise by the vendor well and sufficiently indemnified of and against all encumbrance claims, liens, etc. whatsoever 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 of 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 successor and assigns in the manner aforesaid AND THAT the purchaser its successors 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 of 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

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claiming as aforesaid AND FURTHER THAT THIS 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 and Bagan land measuring 6 cotah 8 chittaks 0 square feet together with mullu bamboo tiled sheded structure measuring 100 sqft. being portion of R.S. Dag Nos. 829 and 831 under Khatian Nos. 332 and 318 appertaining to Mouja Barhansfarpab having a rayati sthitibana setta, Pargana Medanmollia, Touji no. 179

17-11-98

27-13-11

R.W. No. 7, J.L. No. 47, under Rajpur Sonamur Municipality  
being Ward No. 24, P.S. Sonamur in the district 24-Parganas  
(South) bearing a proportionate annual rent of Rs. 1/- payable  
to the Collector, Alipur, 24-Parganas(South) Govt. 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:- R.S. Deg No. 829. 830

On the South:- 833 & 832

On the East :- R.S. Deg No. 831

On the West :- R.S. Deg No. 828.

MEMO OF CONSIDERATION

Received Rs. 4,00,000/- (Rupees Four lacs) only from the  
within mentioned purchaser as per memo below:-

Rs. 4,00,000/- by Banker's cheque being no. 954043  
dated 27/5/1998 drawn on Allahabad Bank, Garia  
Branch by adjustment.

Dipanla Bhattacharya

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IN WITNESSES WHEREOF the parties have set and subscribed  
their respective hands and seals on the day, month and year  
first above written:-

Signed, sealed & delivered  
in the presence of  
Witnesses:

1) Jyoti Saha.  
R.A.K. Hesar. Gorai  
col-84

Dipankar Bhattacharya  
Bhattacharya

Signature of the Vendor.

2) Minal Kanti Muthre.  
Advocate  
Baruipur Civil.

A. Shalabh Kumar D.

Signature of the Confirming  
party.

Drafted by:  
Minal Kanti Muthre.  
Advocate.

Typed by;  
Samir Chakraborty  
Baruipur Civil Court.

True Copy

District Sub-Register IV Alipore  
374-A, Alipore, Calcutta-7  
of the year A.D. 1998

311-98

Bar 11-98

SITE PLAN OF R.S. DAG NO-829(PART) AND  
831(PART) AT MOUZA-BARHANA SFARTABAD, J.L.  
NR-47, R.S. KH. NO-332-318 P.S.-SONARPUR, DIST-  
SOUTH 24-PARGANAS, WARD NO-424 UNDER RAJSON  
MUNICIPALITY.

SCALE :- 1" = 25'-0"

LAND AREA = R.S. DAG NO-829 (P) = 4K-0CH-18SF<sup>T</sup>  
R.S. DAG NO-831 (P) = 2K-7CH-2TSF<sup>T</sup>  
TOTAL = 6K-8CH-0SF<sup>T</sup>. (APPROX)  
SOLD AREA SHOWN IN RED BORDER LINE --

