



Admissible under Regn. Rote 21 and also u/s 45 (1) of the West Hennel L.R. Act 1955, duly Bianqued (Exempted from stamp dely) under the Indian Stamp.

Act. 1899 as amended in 1966. Behedule 1A No. 2.3.7/

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ACTION TO THE WARE THE THE PARTY OF THE PART

Sales doing to Long to 124 THIS INDENTURE made on this 11 1 day of NOVEMBER 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

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ADCO CONSTRUCTION PRIVATE LIMITED, a registered under the Indian Companies Act, having its registered office at Aparupa Apartment, Ground floor, Garia Station Road, P.O., Garia, P.S. Sonarpur, Cal- Ct, 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.

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SRI AMAL KUMAR DAS Son of Sri Madhusudan Das by faith Hindu, by occupation Business, residing at A/177 Rankrishna Nagar, Garia, P.S. Sonarpur, District: 24-Parganas(South), Calcutta-8+ hereinafter referred to as the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context shall be deemed to include hisheirs, executors, successors, representatives and assigns) of the THIRD PART.

WHEREAS the property described in the schedule

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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.O.R.

AND WHEREAS after the death of the said Nanda Lal Gayen, his heirs Nagendra Nath Gayen and Ratam Chandra Gayen sold and transferred the entire +3 decimals of land to Sm. Amapurna 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 S(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 Korfa tenants in respect of the said properties.

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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.

AND WHEREAS Brimaspati Dashi and Gour Wari Maskar
jaintly sold the said 97 decimals of and 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

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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 khatians to Amagurna 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. I, 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 mame of Annapurna Devi in the Revisional Settlement Khatian No.332 and 318.

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

AND WHEREAS Dr. Kalipada Bhattacharya husband of Annapurna Devi died on 2.03.1984 leaving behind him two sons 1.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.

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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. I, Being No. 4447 for the year 1989.

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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 here-"pader and other lands to the Confirming party herein.

AND WHEREAS the wendor herein has received earmest money from the said Amel Kumar Das the Confirming party herein and executed a baimapatra.

AND WHEREAS in view of clause 11 of the said baimapatra the vendor merein is bound to transfer theland mentioned in the baimspatra 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 tosell the property mentioned hereimbelow for a propertionate price of b. 3,99,800/- (Rupees Three Lacs Nimety-mine thousand eight hundred) only.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of N. 3,99,800/-(Rupees Three Lacs minety-mine thousand eight hundred) only to the wendor paid by the purchaser at or immediately before the execution of these presents the receipt whereofthe vendor do hereby admit, acknowledge and of and for the same and every part thereof acquit, release and discharge the purchaser, its successor im office and assigns and every one and also the said property he the wendor as beneficial owner do by these presents

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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 MOWSOEVER dherwise the said property now or heretofore were or was situated , butted , bounded, called, known , numbered, described anddistinguished TOGETHER with the land or ground whereupon or on part whereof the same is erected and built together with all houses, but houses orother erections, further walls, yards, courtyards and benefit and advantages and egsements and other rights, liberties, easements, privileges appendages and appurtenances whatseever to the said preperty 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, reminder and reminders, rents, issues and profits thereof and of every part thereof tegether furthermore all the estate, right, title, imheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the wendor into and upon the said property or every part thereof AND alldeeds, pattas, muniments, writings and evidences of title which in anywise relate to the said preperty 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 saidproperty and every part thereof hereby granted, sold, conveyed and transferred expressed and

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intended so to be with their right, title and appurtenances unto and to the use of the purchaser, its successor in office 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, deedor thing whatsoever by the vendor or by any ofhis 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 goed right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure the said property herebygranted , sold, conveyed and transferred or expressed or intended so to be, unto and to the useof 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 , hinderance and interruption, disturbances, claim or demand whatsoever from or by the vendor or anyperson 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 acquired,

exemorated 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 wandor 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 frem time to time and at all times hereafter at the request and costs of the purchser 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 geoording 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.

SITE FLAN OF R. S. DAG NR-830(P), 831(P) AT MOUZA-BARHANS FARTABAD, J.L. NS-47, RS KH, N.S-318, P.S SONARPUR, DIST. 24 PARGANAS (SOUTH), WARD No - 24 UNDER PATFUR BOWARRUR MUNICIPALITY SCALE: - I'E 25-0" LAUD AREK- GK-BCH-16SFT SOLD LAREA SHOW IN RED BORDER LINE. 94 101) area K-15ch-' ε τιλε Βορ (θ) DRAVIN BY PS MANDA CEURVEYOR & E.B.S.) CARASTAS HHA GAEIA

SCHEDULE REFERRED TO ABOVE

Measuring 6 cottains 8 chittaks 16 square feet together with measuring 6 cottains 8 chittaks 16 square feet together with measuring 6 cottains 8 chittaks 16 square feet together with measuring 100 square feet being portion of R.S. Dag Nos. 830 and 831 under Khatian No. 318 appertaining to Mouja Barbansfartabad having a rayati Sthitiban Satta, Pargana Medanmolla, Touji No. 109 R.S. No. 7, J.L. No. 47, under Rajpur Somarpur Municipality being Ward No. 24, P.S. Somarpur in the district 24-Parganas (South) bearing a proportionate annual rent of N. 1/- payable to the Collector, Alipur, 24-Parganas (South), Govt. of West Bengal, as shown and delimented in the Plan annexed to the deed marked with colour 'RED' border line butted and bouned by:-

On the North: Rose, No. 831
On the East: R.S. Dag No. 830 (part)
On the West: -R.S. Dag No. 829.

MEMO OF CONSIDERATION

Received Rs. 3,99,800/- (Rupees Three Lacs Ninety-mime thousand eight hundred) only being the full consideration money from the within mentioned purchaser by Cash and by Cheque

Dipankar Bhaltochao

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 and delivered in the presence of

Witnesses

- 1) Mind Month Milhell. Advisente. Barriper cont.
- 2) Bhola Nath Biswas Shanbaria

Dipankan Shettahay

Drafted by:

Minal Kant Mulhru. Howo cute. En.m. F/327/326/88.

Same Chalaso Thy
Baruipur Civil Court.

Signature of the Confirming party