

2685

Deed No. 2685



01BB 276093

Stamp duty of Rs. 600/-
Stamp No. 600

Admissible under Regn Rule 21 and also u/s 5 of the West Bengal L.R. Act 1955, duly stamped (Exempted from stamp duty) under the Indian Stamp Act, 1899 as amended in 1964 Schedule 1A No. 10
Process Fee
aid in C.F.S.

Stamp duty of Rs. 600/-
Stamp No. 600

Stamp No. 1911
19.11.99

4389
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4428

INDENTURE made on this 4th day of December, 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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M. S. S.



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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-84, 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-84, 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 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 names 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 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. I, Volume No. 9, Pages No. 162 to 165, being no. 560 for the year 1939.

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M. Hill
Att.

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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 Korfa tenants in respect of the said properties.

AND WHEREAS Raj Kumar Mondal died leaving behind him Sr. 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 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. I, Volume No. 105, Pages No. 74 to 80, being no. 4034 for the year 1941.

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M. K. Ghosh
A.W.

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. I, 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 Anil Kumar Das the Confirming party herein and executed a bainapatra.

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M. K. Das

AND WHEREAS in view of clause 11 of the said baimapatra the vendor herein is bound to transfer the land mentioned in the baimapatra 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 hereinafter 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

M. K. Chidambaram
Adv.

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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, 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

M. M. M. M.
Acv.

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
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 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 acquired,
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

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M. H. K.
K. H. K.

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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 Bagan Land measuring 6 Cottahs 8 Chittaks 00 Square feet being portion of R.S. Dag No. 831 under Khatian No. 318 appertaining to Mouza Barhansfartabad having a rayati sthitiban satta, Pargana Medankolla, 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 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:- Dag No 830, 831 Part
- On the South:- Dag No: 832
- On the East :- Dag No 854, 855
- On the West :- Dag No. 831

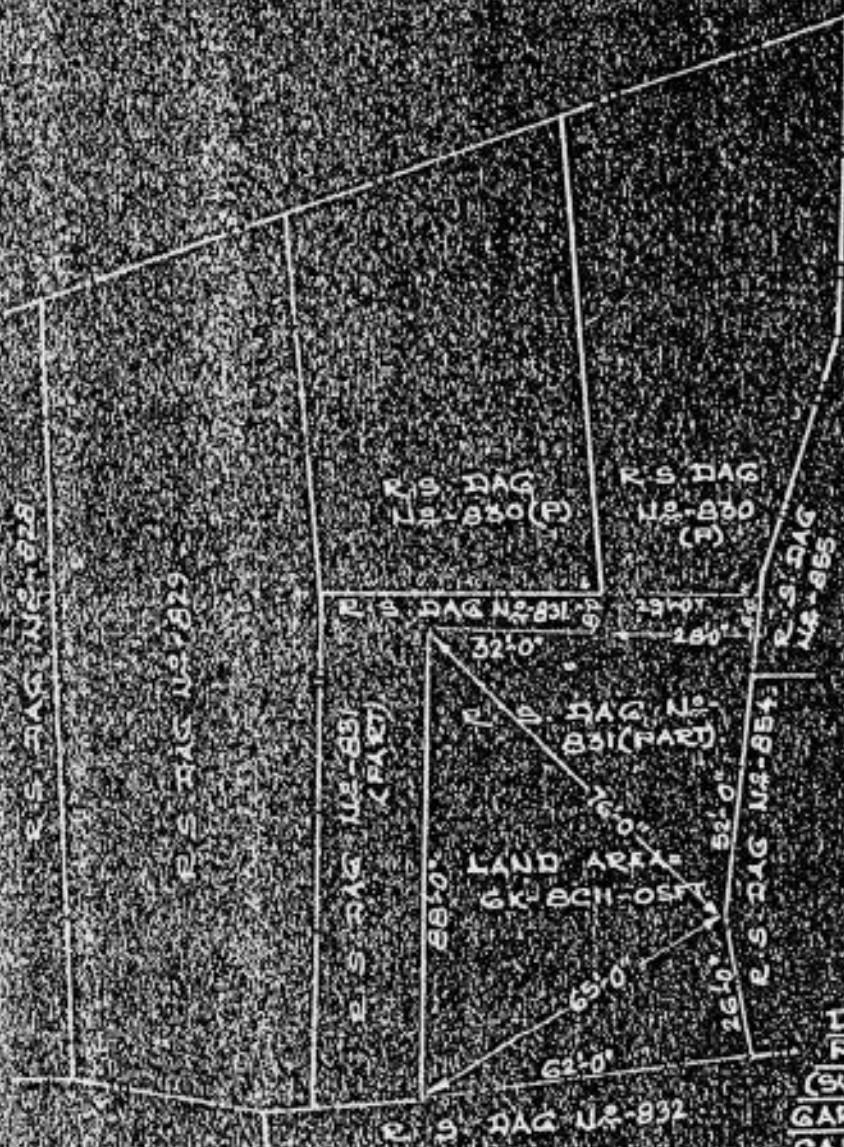
M. K. Ghosh
Adv.

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N
 SITE PLAN OF PART OF R.S. DAG No-831
 AT MOUZA-BARHANS FARTABAD, J.L. No-
 47, R.S. KH. No-318, P.S.-SONARPUR, DIST-
 24-FARGANAS (SOUTH), WARD No-24 UNDER
 RAJPUR SONARPUR MUNICIPALITY.

SCALE :- 1/4251-0'

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



SIGNATURE OF VENDOR

DRAWN BY -
 P. S. MANDAL
 (SURVEYOR & E.B.S.)
 GARAGACHHA, GARIA,
 CAL. -84-

MEMO OF CONSIDERATION

Received Rs. 4,00,000/- (Rupees Four Lacs) only being the full consideration money from the within mentioned purchaser by Cash, by Cheque and by Bank Draft i.e. Rs. 3,00,000/- by Cash and Cheque and Rs. 1,00,000/- by Bank draft being No. 424597 drawn on 3.12.98, Indian Overseas Bank, Garia Branch .

Dipankar Bhattacharya

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) *Bhola Nath Biswas*
Shanbaria

Dipankar Bhattacharya

Signature of the Vendor.

2) *Mrinal Kanti Mullick*
Advocate
Baruipur Court

Mrinal Kanti Mullick

Signature of the Confirming party.

Drafted by:

Mrinal Kanti Mullick
Advocate

Ex. No. F/337/336/88.

Typed by:

Samir Chakraborty
Baruipur Civil Court.