

April One Thousand Wine Hundred Winety Two Interior SEL PALAB KUMAR CHOSH son of Late Magendra Well Ghosh, by faith - Hindu, by occupation - Evaluated residing at 88, Satyen Dutta Road, Police Stullen - Kasba, Calcutta - 700 078, District - 24 Pargents(5 or

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Sol. Pushila Soler Sole South Com Park 234.52 2 = 4000 fallow Know ghast fallow Kman ghash. - 3/0 ster Khagend a rath . Pallel. Kema Thook ghash of No. 88 Safyen Dalla Rand Cal-78. Breazak Debrett. yo Soli Horan Deborati. Pallal. Kuman Grosh of p. mayander place Kosha Cal-78. Winds. Bione Net Sch Nich

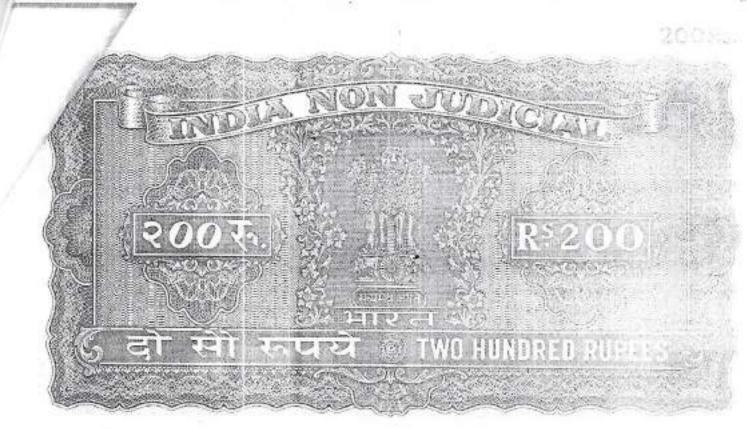


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now residing at 192/A, Kasba Hoad, Police Station -Kasba, Calcutta - 700 042, District - South 24 Parganus hereinafter called the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators representatives and assigns) of the ONE PART AND

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DR.MRS.PUSHPITA SAHU wife of Dr.Malay Prakash Sabq, residing at 66C, South End Park, Lake Police Station, Calcutta - 700 029, District - South 24 Parganas hereinafter called the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators.

5st Pushfilm Sales 166c. South Confeed Park

2 = 4000/2 1 = 200/2 1 = 100/2 1 = 30/2 4330/-





Called Number Gross

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representatives and assigns) of the OTHER PART.

WHEREAS one Sukumar Hazi Saheb was the solo and absolute owner of the land measuring about mice or less 3 Acre and 37 decimals apportaining to Khatlan Mo. 797 under Khatlan No. 30, at Dag No. 4268 at Moura - Franks.

2 - 41 - 0/ 1 - 200/ 1 - 30/ 4330/

SALOUTTA-



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J.L.No. 13, Dak Haltu in the District of 24 Parganas at present 24-Parganas (South) within Sub-Registration Office at Alipore.

AND WHEREAS the said Sukumar Hazi Sabeb was in seisin and possession died leaving behind his sale heir

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Abdul Waeb Munshi and Mussamtha Zohera Bibi and they became the absolute and sole owner of the said property.

AND WHEREAS being in absolute possession and enjoyment of the said property by giving taxes with the appropriate authorities they sold away the said entire plot of land to one Shibdas Bhattacharjee by a registered conveyance dated 14th day of September: 1959 for a valuable consideration mentioned therein;

AND WHEREAS the said Shibdas Bhattacharjee thus by purchase became the sole and absolute owner of the said plot of land;

AND WHEREAS being seized and possessed of the said plot of land by giving taxes to the appropriate authority the said Shibdas Bhattacharjee sold away one acre and sixty eight and half decimals of land out of the entire plot of land to one Anandalal Butta of 75/1, Tiljala Road, Calcutta and thus he became the sole and absolute owner of the land measuring I acre and 68½ decimals of land;

AND WHEREAS being seized and possessed of the said land by giving taxes to the appropriate authority and recording his name in the office of the J.L.R.D.

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on 14.9.1960, the said Anandalal Dutta sold away the portion of this purchased Land measuring about Eight Cottahs more or less to one Smt. Ashalata Marumdar of Kayasthapara, Haltu; record of rights of the said land stood in the name of Anandalal Butta as raiyati. The land in question was/is a rayati land i.e. the land was/is used for agricultural purpose.

AND WHEREAS the present Vendor had purchased from the said Smt. Ashalata Mazumdar, the said land measuring 8 Cottahs by a Deed of Conveyance dated measuring 8 Which was registered in the office of the Sub-Registrar at Alipore and recorded in Book No.1, Volume No. 13, Pages 58 to 63, Being No.4466 in the year 1963;

AND WHEREAS the present Vendor had declared to sell away the said plot of land and whereas the purchaser is ready and willing to purchase only more or less 3 (three) Cottahs out of the aforesaid 5 Cottah of land, description of which has been stated in the Schedule and more particularly delineated in the map appended with this sale deed;

AND WHEREAS the Vendor had agreed with the Purchaser for the absolute sale of the aforesaid land

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free from all encumbrances at or for the price of %.36,000.00 (Rupees Thirty Six thousand) only:

AND THERMS in pursuance included agreement/coefficient and included agreement/coefficient and included agreement/coefficient agreement. Thousand) only on 12,12,1991 out of total consideration money amounting to N.36,000/- (Rupees Thirty Six thousand) only :

AND WHEREAS the Vendor had after receiving the said amount delivered vacant possession of the aforesals land to the purchaser who since then remained/remains in khas possession :

AND WHEREAS on 1st January, 1992 the Vendor bad submitted an application for permission to the Collector, 24-Parganas (South) for transfer of the aforesaid land under Section 45 of the West Bengal Land Reforms Act, 1956 and an enquiry was held on 28th January, 1992;

AND WHEREAS sixty days had already been expired after filing the aforesaid application and whereas no objection had yet been received from the aforesaid Collector ;

NOW THIS INDENTURE WITNESSETH that in pursuance of the proposal and of the aforesaid final and concluded agreement the Purchaser has paid the balance consideration money of R.5,000.00 (Eupees Five thousand) only to the said Vendor who received and accepted the same in cash:

THE said vendor doth hereby sell, grant, transfer. convey and assign unto the said purchaser all that the said land hereditaments and premises duly executed fully described in the schedule hereunder written and delineated in the map appended hereto this deed or howsoever otherwise the said schedule property now is or at any time hereto for ever or was situating both called known numbered described butted and bounded and distinguished together with all the advantages of ancient and otherwise sewers, drains, ways, paths, passages, water, water courses and all manner of former or other rights, liberties, easements, privileges, rights, advantages and appurtenances whatsoever to the said scheduled property belonging or anywise appertaining to or with the same or any part thereof and all the estate right, title, interest use claim whatsoever both in law and equity of the said vendor to and upon the said land hereditaments premises and mentioned in the Schedule given hereunder granted,

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sold, transferred, conveyed, given to the said purchaser and to the use of the said purchaser, her heirs, executers administrators, representators, legal representatives and assigns covenant with the said purchaser that notwithstanding any act or thing whatsoever by the said Vendor done or executed or knowingly suffered to the contrary by the said vendor now has good right. full power and absolute authority and indefeasible title to sell, grant, transfer and convey the said schedule property hereby granted sold transferred or conveyed to the use of the said purchaser, her heirs, legal representatives, executors, administrators and assigns shall and may and all times hereafter peaceably and quietly possess and enjoy the said scheduled property without any lawful evicting intorrup. tion or demand whatsoever of or from the same by the said Vendor or any person or persons lawfully and equitably claiming from under or in trust for the said Vendor and that free from all encumbrances whatspever made or suffered by the said Vendor or any person or persons lawfully or equitably claiming from under or in trust for them and that free clear facts and clearly and absolutely equitted exonerated released otherwise by and at the cost and expenses of the vender and sufficiently indemnify of and from and against all manner of claim, charges, liens, dobts,

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attachments and encumbrances whatsoever made or suffered and the said vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever or equitably claiming any estate or interest whatshever in the said schedule property or any part thereof from under or in the trust for the said vendor shall and will from time to time and at all time hereafter and at the request and at the cost of the said purchaser. her heirs, legal representatives, executors, administrators, and assigns do and execute or cause to be done or executed all such acts, deeds and things for the further and more perfectly assuring the said scheduled property and every part thereof unto and use of the purchaser, her heirs, legal representatives, executors and administrator and assigns in the manner as aforesaid as shall or may reasonably be required and the said Vendor do hereby covenant with the said purchaser that the said purchaser will have all rights of easements and the said Vendor shall at all time hereinafter indemnify and keep the purshaser indemnified against all costs and expenses which the Burchaser may suffer or incur for any adverse estate, liens, lispendens leases, encumbrances, agreement, attachments or trusts affecting the said schedule property or any part thereof by reason of any defect in the title of the vendor or any breach of covenants herein contained.

## SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by measurement an area of three cottabs i.e. five decimals of land more or less situate lying at and being portion of Plot No. 4268 in Whatian No. 797 under Whatian No. 32.

J.L.No. 13, R.S. No.233 at Touzi No. 145, Mouza - Masbo, Police Station Masba, Sadar Sub-Registry Office Aligner, Pargana Kalikata, District - 24 Parganas (South) Butted and Bounded by -

ON THE MORTH: Plot No. 4268 (Part) and 101-07 wide North - South Road.

ON THE SOUTH : Plot No. 4268 (Part)

ON THE SAST : Plot No. 4268 (Part) boundary wall of Dr. Moloy Prakash Sahu and

ON THE WEST : Plot No. 4269 (Part)

and delineated in the map appended herewith this dead comprised in the said Dag and with all the easements.

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IN WITNESS WHEREOF the Vendor voluntarily and having independent advice with free will hereunts sets and subscribes his hand and seal the day, month and year above written.

Pallal-Kum Thoch

Palled Kinery Ope

SIGNED SEALED AND DELIVERED at Calcutta in presence of :-

Witnesses : I Birwa Mit Del Noth Sto Late Harran Deb Nats P. Muzundar Road P.S. Karla ept-78

2) Boundel Wasser

5/0 Late Satch Normal Halta UTTON Runda and DS. Kuba - Cal . 78 Drafted by :

Madhwandanker Advirente 10 Kiron Sankar Roy Road, (2nd Abror), Calcutta-700001

Typed by : Calcutta-i 10.Kiran Sankar Roy Road, Registered in T 3 No. 1455
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for the year 1492 CEMINEUS AND THAT SHOULD VOLUMENTS lizeay

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GE DO PUSHPITA SAHU, FOR R. S. DAG NO. 4268(PART) R. S GERPORATION LIDE UNITED SOLD LAND SHOWNINGED BORDER, SCALE :- 25 1 INCH. ガルーあ 100 R. S. DA4 SHIDE CONFIDENCE PRENO 42686 No. 4160 LAND OF DR. ANAMITRA SARKAR. R. S. DAGNO. 42680) R. S. Of G NO. 4269. ti, 65504 A REA. K. CH. SKT: 3-0-0 (MORE ON LINE) DAG NO. 4268(R) 5. DAG NO. 4268 (PART) #415 FR (1) FR (

