12764 — I — 11/65 3000Rs.

INDIA NON JUDICIAL

३000 रु. Rs 3000

सत्यमेव जयते

भारत

तीन हज़ार रुपये THREE THOUSAND RUPEES

Registrar U/S 7 (2) of Assurances, Calcutta

THIS INDENTURE made this 6th day of July 1993 B E T W E E N Sri Satyanarayan Sharma son of Late Balmukund Sharma by caste Hindu by occupation service, residing at 170, Chittarenjan Avenue, in the town of Calcutta (hereinafter referred to as ' the V e n d o r ' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors, administrators, representatives and assigns) of the O n e P a r t A N D Pawan Gutguita son of Ramavatar Gutguita by faith Hindu by occupation business residing at 28, New Road in the suburbs of Calcutta hereinafter referred to as the ' P u r c h a s e r' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the O t h e r P a r t.

contd...2.

Serial No. 5299
Sold to
of

Calcutta Collectorate.
Treasury
Date 28.5.1993

3 - 9000/
1 - 1000/
1 - 200/
1 - 100/
10,300/-

Presented for Registration at 1/30 PM
the Calcutta Registration Office
of the 28th day of May 1993

Satya Narayan Sharma

Registrar U/S 7 (2) of
Assurances, Calcutta

Satya Narayan Sharma
S/o Late Balmukund Sharma
of 170 Chitta Ranjan
Avenue Calcutta.

Satyanarayan Sharma

Satyanarayan Sharma

Mullick Advocate
High Court, Calcutta

Registrar U/S 7 (2) of
Assurances, Calcutta

3000Rs.

W H E R E A S Originally one Haran Purakait, son of Adhar Chandra Purakait seized and possessed of amongst other Sali Lands measuring 61 (sixty-one) decimals appurtaining to R. S. Khatian No.45, comprised in Dag No. 848 Mouza-Ramchandrapur, Pargana Magura, Touzi No. 110, Revenue Survey No.196, J.L. No. 58, P.S. Sonarpore, District- 24-Parganas (South) and while the said Haran Purakait, seized and possessed of amongst other the said land his mame was recorded in the Revisional settlement record of right as 16 (sixteen) annas Owner.

Satyanarayan Sharma

S.N. Sharma

contd...3.

Serial No. 5299

Sold to .....

of .....

.....

.....

Calcutta Collectorate.
Treasury

Date 28.8.1993

3 — 9000/-
1 — 1000/-
1 — 200/-
1 — 100/-
10,300/-

Registrar U/S 7 (2) of
Assurances, Calcutta

3000Rs.

AND WHEREAS while the said Haran Purakait seized and possessed of as recorded owner he conveyed transferred and sold 43 (forty-three) decimals of Sali land in Dag No.842 of Khatian No. 45, to one Kamini Engineering Company having its registered Office at 7, Swinhoe Street, P.S. Ballygunge, Calcutta-19, through a Registered Deed on 9th day of October, 1964, registered in the Office of Sub-Registry Office at Baruipore, in Book No.I, Volume No.123, Pages 54 to 57, Being No. 9286 for the year 1964.

Satyanarayan Sharma

contd....4.

Serial No. 5222

Sold to .....

of .....

.....

.....

Calcutta Collectorate.
Treasury

Date 28.5.1993

3c 2000/-
1c 1000/-
1c 200/-
1c 100/-
10,300/-

Registrar U/S 7 (2)
Assurances, Calcutta

The said Kamini Engineering Company also purchased other plots of lands on the same day from one Nagendra Nath Naskar, in Book No.I, Volume No.117, Pages 261 to 264, Being ~~Deed~~ No. 9285, for the year 1964, the description and the consideration were mentioned thereinfully.

Satyanarayan Sharma /

AND WHEREAS the said company was Originally a partnership firm represented through its partners (1) Dinesh Chandra Dutta, (2) Rebati Lal Das and (3) Ranesh Chandra Dutta,

contd....5.

Serial No. 5299

Sold to .....

of .....

.....

.....

Calcutta Collectorate.
Treasury

Date 28.5.1993

Treasury

3 @ 9000/-
1 @ 1000/-
1 @ 200/-
1 @ 100/-
10,300/-

Registrar U/S 7 (2) of
Assurances, Calcutta

200Rs.

and the said partnership firm was amicably and lawfully dissolved through a deed of dissolution and finalisation of the accounts of 21st March, 1967 and as per the said dissolution and contents thereof one Dinesh Chandra Dutta son of Late Debendra Chandra Dutta one of the partner became the sole proprietor of the said Kamini Engineering company including the lands and structure therein.

AND WHEREAS While the said Dinesh Chandra Dutta, seized and possessed of amongst other the purchased land under R.S. Khatian No. 45, comprised in Dag No.842, of Mouza-Ramchandrapur, he transferred and conveyed by way of Gift to his wife Smt. Sisir Kana Dutta, amongst other the land

Satyanarayan Thakur

contd...6.

100Rs.

in the said Dag No. 842, R.S. Khatian No.45, Mouza-Ramchandrapur which includes the land mentioned in the first Schedule therein which was duly registered at Sadar Registration Office at Alipore in Book No.I, Volume No.16, Pages 272 to 276 Being No. 5673 for the year 1968 and the said Smt. Sisir Kana Dutta, also accepted the said Gift and took possession over the said gifted property on the date of Registration.

contd....7.

Serial No. 5299

Sold to .....

of .....

.....

.....

Calcutta Collectorate.
Treasury

Date 28.5.1993

Tre

30 9000/-
12 1000/-
12 200/-
12 100/-
10,300/-

Registrar U/S 7 (2) of
Assurances, Calcutta

AND WHEREAS the said Sm. Sisir Kana Dutta was the absolute owner of vacant land containing an area of 12 cottahs 10 Chittacks equivalent to .21 decimal comprised in Mouza Kumrakhali Khatian No. 175 and 261 Dag No. 1546 and 1545 respectively in the District South 24-Parganas.

AND WHEREAS the said Sm.Sisir Kana Dutta thus seized and possessed of otherwise well and sufficiently entitled to the land measuring about .43 decimals comprised in Mouza Ramchandrapur Khatian No. 45 and Dag No. 842 in the District 24-Parganas by virtue of gift deed and land measuring abo -ut .21 decimals in Mouza Kumrakhali Khatian No. 175 and 261 Dag No. 1546 and 1545 respectively in the District 24-Parganas (South).

AND WHEREAS by two separate agreement for sale both dated 10th January 1981 made between the said Sm. Sisir Kana Dutta the Vendor therein mentioned of the one part and Satya Nar -ayan Sharma the purchaser therein and the vendor therein mentioned of the other part, and the vendor therein agreed to sell the said land measuring about .43 decimal comprised in

Satyanarayan Sharma

contd....8.

Registered 415.7 (2) of
Assurances, Calcutta

Mouza Ramchandrapur Khatian No.45 Ad Dag No.842 and .21 decimal comprised in Mouza Kumrakhali Khatian No. 175 and 261 Dag No. 1546 and 1545 respectively morefully described in the Schedule thereunder written for valuable considera -tion mentioned therein with the other terms and conditions as stated therein.

AND WHEREAS having failed to complete the sale the purchaser therein and the vendor herein filed two separate suits for specific performance for the said two agreement for sale both dated 10th January 1981 being title suit No. 152 and 151 respectively before the Ld. 1st Assistant District Judge at Alipore.

AND WHEREAS after various proceedings the said two separate suits being title suit No. 152 and 151 respectively was dec reed on 23rd day of April 1986 in favour of the said plain tiff Satya Narayan Sharma the purchaser therein and the vendor herein by the Learned 1st Assistant District Judge at Alipore.

AND WHEREAS in terms of the said decree dated 23rd April 1986 passed in both suits being T. S. No. 152 and 151 respectively

contd....9.

Registrar U/S 7 (2) of
Assurances, Colombo

the purchaser therein had deposited the balance amount out of the consideration money in the both suit$.

S.N. Sharma

AND WHEREAS the said ~~xxxx~~ Smt. Sisir Kana Dutta did not execute the Deed of sale amicably and the purchaser therein and the vendor herein applied for execution and Registration of documents through the Ld. Court.

AND WHEREAS separate two conveyance were executed and regi stered by the learned Court on behalf of Smt. Sisir Kana Dutta in favour of the said Satya Narayan Sharma, the purcha -ser therein and the Vendor herein which were duly registered in the Office of District Registrar at Alipore both dated 24th day of July 1992 and 25th day of May 1989 respectively.

AND WHEREAS the said Satya Narayan Sharma the purchaser the -rein and the Vendor herein had applied for taking possession of the said properties and was also delivered possession by the Learned Court.

AND WHEREAS after such purchase the said Satya Narayan Sharma became the absolute owner of the said sali land measuring

contd....10.

Registrar U/S 7 (2) of
Assurances, Calcutta

.43 decimals comprised in Mouza Ramchandrapur Khatian No. 45 Dag No. 842 and .21 decimal comprised in Mouza Kumrakhali Khatian No.175 and 261 Dag No. 1546 and 1545 respectively in the District of South 24-Parganas.

S.N. Sharma

AND WHEREAS the Vendor herein has sold transferred and conve -yed the same portion of the lands by separate conveyances to the various purchasers for valuable consideration as men -tioned therein.

AND WHEREAS the vendor herein agreed with the purchaser for absolute sale to him a plot of land measuring about 1 cottahs 2 chittacks equivalent to .02 satak out of .43 decimals comp -rised in Mouza Ramchandrapur Khatian No.45 Dag No. 842 and 4 cottahs 5 chittacks equivalent to .07 satak out of .21 dec -imals comprised in Mouza Kumrakhali Khatian No.175 & 261 Dag No. 1546 and 1545 respectively agreegating to 5 cottahs 7 chittacks equivalent to .09 satak land hereditaments and premises and the inheritance thereof in fee simple in posses -sion of an estate equivalent thereto free from all encumbr -ances at or for the price of Rs.81563/- (Rupees eighty one thousand five Hundred sixty three) only.

contd....11.

Registrar U/S 7 (2) of
Assurances, Calcutta

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the sum of Rs. 81563 / - (Rupees eighty thousand five Hundred and sixty three) only paid by the purchaser to the Vendor on or before the execution of these presents (the receipt whereof the vendors doth hereby acknowledge and of and from the same and every part thereof doth hereby release him the purchaser) the vendor doth hereby grant convey and transfer unto the purchaser his heirs, executors, administrators representatives and assigns free from all encumbrances ALL THAT piece or parcel of lands measuring about 1 cottah 2 chittacks equivalent to .02 satak comprised in Mouza Ramchandrapur, Khatian No.45 Dag No.842 and 4 cottahs 5 chittacks equivalent to .07 Satak comprised in Mouza Kumarakhali Khatian No.175 and 261 Dag No.1546 and 1545 respectively aggregating to 5 cottahs 7 chittacks equivalent to .09 satak morefully described in the Schedule hereunder written and morefully delineated in the map or plan annexed hereto and marked with Lot "C" and bordered with "Red" and for the sake of brevity it is hereinafter referred to as 'the said messuage land hereditaments and premises OR HOWSOEVER OTHERWISE the said messuage land hereditaments and premises or part thereof now are or is or heretofore were or was situated tenanted

Satyanarayan Dhar

Satyanarayan Dhar

Satyanarayan Dhar

contd....12.

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Assurances, Calcutta

butted bounded called known numbered described or distinguished TOGETHERWITH all buildings fixtures, ~~yeards~~ yards, courts, areas, sewers, drains, ways, paths, passages, walls, water, water-courses lights, rights, liberties, previleges, easements and appurtenances whatsoever to the said messuage land hereditaments and premises belonging or in anywise appurtaining or usually hold or enjoyed therewith or reputed to or belonging to or be appurtenant thereto AND ALL THE ESTATE rights, title, interest claim and demand what -soever of the Vendor in to or upon the said messuage land here -ditaments and premises or any part thereof TOGETHER WITH all deeds pathas and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the posses -sion power or control of the Vendor his heirs, executors, admin -istrators, representatives and assigns or any other person or persons from whom he or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said messuage land hereditaments and premises hereby granted or exposed to be UNTO AND TO THE USE of the Purchaser ~~its successor or successors in office~~ his heirs, executors, administrators representatives and assigns absolutely and for ever AND the vendor doth hereby for himself his heirs, executors, administrators, repre -sentatives and assigns covenant with the purchaser ~~its successor or successors in office~~ his heirs, executors administrators, representatives and assigns that notwithstanding any

S. N. Shah

S. N. Shah

S. N. Shah

contd...13.

Registrar U/S 7 (2) of
Assurances, Calcutta

act deed or thing by the Vendor (or by any of his ancestors) done executed or knowingly suffered to the contrary is the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use in trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act. deed or thing whatsoever as aforesaid the Vendor has now in himself good right and full Power to grant the said messuage land hereditaments and premises here-by granted or expressed so to be unto and to the use of the purchaser, his heirs, executors, administrators, representatives ~~its successor or successors~~ and assigns in manner aforesaid AND the purchaser, his heirs, executors, administrators, representatives ~~its successor or successors-in-office~~ and assigns shall and may at all times hereafter peaceably and quitely possess and enjoy the said messuage land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand what-soever from or by the Vendor or any person or persons lawfully orequitably claiming from under or in trust for him (or from or under any of his ancestors) AND THAT free and clear and freely

S.N. Shah

S.N. Shah

contd....14.

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Assurances, Calcutta

and clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances created by the Vendor (or by any of his ancestors) or any person or persons lawfully or equitably claiming under or in trust for him AND that the Vendor and all person or persons having or lawfully claiming any estate or interest in the said messuage and heredi -taments and premises or any part thereof from under or in trust for the Vendor (or any of his ancestors) shall and will from time to time and at all times hereafter at the request and costs of the purchaser his heirs, executors, administrators, representatives ~~his successor or successors-in-office~~ and assigns and costs of the purchaser his heirs, executors, administrators, representatives ~~his successor or successors-in-office~~ and assigns do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more per -fectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the purchaser his heirs, executors, administrators, representatives and assigns in manner aforesaid as shall may be ressonably required.

It is made clear that the purchaser will not claim and/or prempt other land adjacent to the said land and the Vendor will have full liberty to sell the other land at his own discretion and choice. The purchaser will not be able to object and/or raise any objection thereto.

It is made clear that the property mentioned in the Schedule below is not debutter or wakf property and does not belong

contd.....15.

Registrar U/S 7 (2) of
Assurances, Calcutta

to any religious or trust and neither been requisitioned or acqui -sitioned by any competent authority or local bodies nor the Vendor received any notice or notices for acquisitioned or requisitioned from any competent authorities and/or local bodies or C.M.D.A.

It is made clear that the property is not a benami proper ty and the Vendor has good and marketable title owner the said property and is free from all encumbrances and henceforth the pur-chaser and their heirs and assigns shall have every right to enjoy the said property absolutely by using the same in whatsoever manner or by constructing house or houses and will full right to transfer in whatsoever manner i.e., sale, gift, lease, mortgage and/or other -wise.

AND the vendor doth hereby covenant with the purchaser that he will unless prevented by fire or some other inevitable accident from time to time or at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to him his solicitors or Agents or at any trial hearing commission or otherwise as occasion shall require of the deeds or writings, comprised in the Schedule hereto for the purpose of showing the title of the Vendor to the said hereditamrnts and premises hereby conveyed and expressed so to be or any part thereof AND ALSO at the like request and costs of the purchaser deliver or cause to be delivered unto the purchaser, his heirs, executors administrators, representatives ~~its successor or successors in office~~ and assigns such attested or other copies

S.N Shahu

S.N Shahu

contd...16.

Registrar U/S 7 (2) of
Assurances, Calcutta

or extracts of or from the said Deeds and writings or any of them as that may required and will in the meantime unless prevented as aforesaid keep the said deeds and writings sa e unobliterated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of sali land mesuring about 1 cottahs 2 chittacks 0 sq.ft. equivalent to .02 decimal out of .43 decimal be the same a little more or less comprised in Mouza Ramchandrapur Pargana MagureJ.L. 58 Touzi No.110, Khatian No.45 Dag No. 842 Sub-Registry Office Baruipur and District office Alipore P.S. Sonarpur, in the District 24-Parganas (south) payable proportionate annual rent of Rs.0.35 only to the State of West Bengal through the collectorate of 24-Parganas (South).

ALL THAT piece or parcel of sali land measuring about 4 cottahs 5 chittacks 0. sq.ft. equitalent to .07 decimal out of .21 decimals be the same a title more or less comprised in Mouza Kumrakhali J.L. No.48 Khatian No.175 & 261 dag No.1546 and 1545 respectively Sub-Registry Office Baruipur and District Alipore P.S. Sonarpur in the District South 24-Parganas agreegating to land 5 cottahs 7 chittacks equivalent to .09 decimal and butted and bounded as follows :-

On the North : By R.S. Dag No.1541

contd...17.

Registrar [illegible] (2) of
Assurances, Calcutta

R E C E I V E D on and from the within -named purchaser a sum of Rs. 81,563/- (Rupees eighty one thousand five Hundred sixty three) only being the full consideration money payable to me under this presents as per memo below :- **Rs. 81,563/-**

: **MEMO OF CONSIDERATION** :

By a/c Pay ee Cheque No 979919 dated 14th July 1993 drawn on State Bank of India in favour of the Vendor ..... Rs 81,563/-

Rs 81,563/-

(Rupees Eighty one thousand Five hundred Sixty three)

Satyanarayan Sharma.

Analitch Advocate

Amarendra Kumar Modak.

Registrar U/S 7 (2) of
Assurances, Calcutta

On the South : partly by common passage partly R. S. Dag No. 1547.

On the East : By remaining portion of Dag No.1546

On the West : By remaining portion of Dag No.842

morefully delineated in the map or plan annexed hereto and marked with Lot "C" and bordered "Red". which is used for agricultural purpose.

IN WITNESSES WHEREOF the Vendor hath hereunto set and subscribed his hand and seal by the day month and year first above written.

SIGNED SEALED AND DELIVERED AT CALCUTTA IN THE PRESENCE OF :

Satyanarayan Sharma

MY SEAL

(1) Madhab Adhikari
High Court, Calcutta.

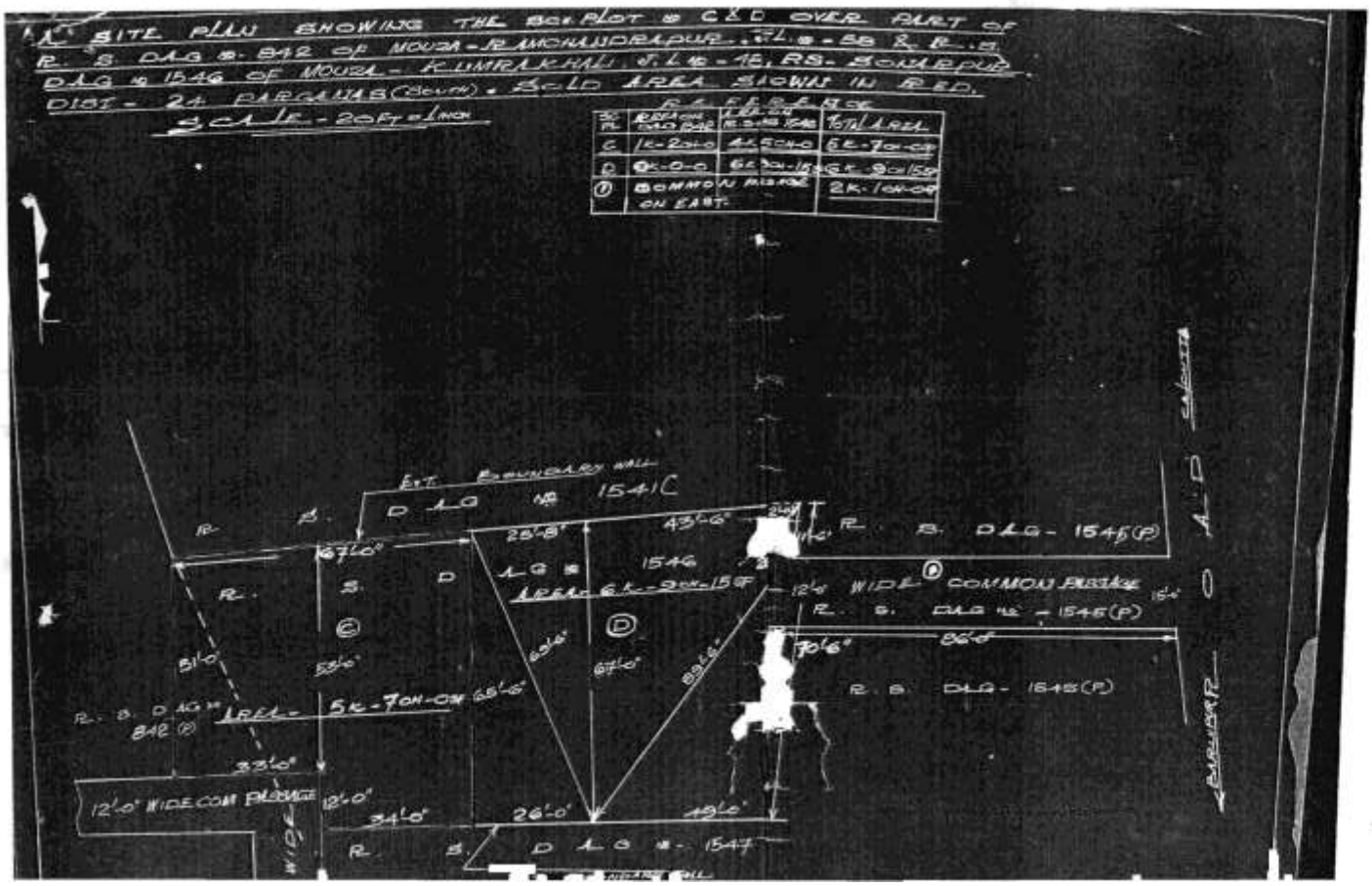
(2) Amarendra Kumar Modak.
13, Bonfield Lane,
Calcutta-1.

Registrar U/S 7 (2) of
Insurance, Calcutta

SITE PLAN SHOWING THE BOX PLOT OF C & D OVER PART OF R. S. DAG NO. 842 OF MOUZA - RAMCHANDRAPUR, P.L. NO. - 58 & R. S. DAG NO. 1546 OF MOUZA - KUMRAKHALI, P.L. NO. - 15, R.S. - BOWRIPUR DIST - 24 PARGANAS (SOUTH). SOLD AREA SHOWN IN RED.

SCALE - 20 FT = 1 INCH

BOX PL.	AREA ON TWO PARTS	AREA ON EAST	TOTAL AREA
C	1K-20H-0	4K-50H-0	6K-70H-0
D	2K-0-0	6K-70H-15	8K-90H-15
(D)	COMMON PASSAGE ON EAST.		2K-10H-0



Registered in
BOOK No.
Volume No.
Pages
Being No.
for the year

DATED THIS: 6th DAY OF Aug. 1993.

: B E T W E E N :

SRI SATYANARAYAN SHARMA

: A N D :

PAWAN GUTGUTIA.

: CONVEYANCE :

Registrar U/S 7 (2) of Assurances, Calcutta
18.3.94

Registrar U/S 7 (2) of Assurances, Calcutta

RAJENDRA LAL DUTT & COMPANY
SOLICITORS AND ADVOCATES,
10, OLD POST OFFICE STREET.,
CALCUTTA - 700 001.