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14/12/99

**STAMP SUPERINTENDENT
MADRASA COLLEGE**

Admission under rule 21, Govt
Admissionable under rule 21, Govt
Stamp 1 of 314 of L. R. Act.
under the Indian Stamp Act. 1898
Corrected upto 1974 Schedule
I A No. 207 Fees Paid 3069/-
Process fees Rs. 4.50

Additional District Sub-Registrar
Sonarpur, South 24 Parganas

15.12.99

THIS INDENTURE made this15.12..... day of December, One Thousand Nine Hundred and Ninety Nine BETWEEN SHRI BINOY KUMAR DAS son of Late Madhusudan Das by faith Hindu, by occupation business, residing at Natunpara, Tentulberia, P.S. Sonarpur, District 24 Parganas (South), hereinafter referred to as the 'VENDOR' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, representatives, administrators and assigns) of the ONE PART

AND

DR SANTOSH KUMAR GHOSH, son of Late Manmatha Nath Ghosh deceased by faith Hindu, by occupation consultant and SHRI DIPANKAR GHOSH son of Dr Santosh Kumar Ghosh by faith Hindu, by occupation service both residing at 186A, Harish Mukherjee Road, P.S. Bhowanipur, Calcutta - 700 026, hereinafter called the 'PURCHASERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, representatives, administrators and assigns) of the OTHER PART.

WHEREAS one Mahendra Nath Mondal son of Becharam Mondal deceased residing at Rana Bhutia P.S. Sonarpur. District 24 Parganas (South) was, beside other land and properties, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT agricultural land measuring more or less 91 (ninety one) decimals comprising CS Dag No. 471, RS Dag No. 568 appertaining to District Settlement Khatian No. 439/1, CS Khatian No. 78, RS Khatian No. 88 lying and situated in Mouza Panchpola JL No. 42, RS No. 11 under District Collectorate Touji No. 250 Sub Registry Office Baruipur at present Sonarpur District 24 Parganas (South) shown and delineated in the Plan annexed hereto and bordered in 'Green'.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property by the said Mahendra Nath Mondal being in need of money sold, transferred and conveyed 25 (twenty five) decimals of land out of the said 91 (ninety one) decimals of land described hereinabove in favour of Ramoni Mohan Majumder now deceased son of Golak Chandra Majumder deceased, then residing at 88C Mechuabazar Street, Calcutta by a Registered Deed dated 6th February 1956 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 3, Pages 275 to 276 being No. 603 for the year 1956.

AND WHEREAS the said Ramoni Mohan Majumder being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring 25 (twenty five) decimals sold transferred and conveyed more or less 12 (twelve) decimals of land out of the said 25 (twenty five) decimals of land to Narendra Kumar Majumder son of Ishan Chandra Majumder then residing at Dankuni, P.S. Dankuni, District Hooghly, by a Registered Deed of Conveyance dated 2nd September 1963 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 121, Pages 94 to 96 being No. 9902 for the year 1963.

AND WHEREAS the said Narendra Kumar Majumder being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring 12 (twelve) decimals sold, transferred and conveyed the entire 12 (twelve) decimals of land described hereinabove to Sudhir Chandra Biswas son of Jogendra Nath Biswas then residing at 16/1B Chakraborty Lane, P.S. Showanipur, Calcutta by a Registered Deed dated 7th December 1964 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 143, Pages 1 to 7 being No. 10625 for the year 1964.

AND WHEREAS the said Sudhir Chandra Biswas being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring 12 (twelve) decimals sold, transferred and conveyed more or less 6 (six) decimals of land out of the 12 (twelve) decimals of land described hereinabove to Gauranga Chandra Dey, son of Gyanendra Chandra Dey deceased residing at Bongalgaon, P.S. Abhayapuri, District Goalpara, Assam, by a Deed of Conveyance dated 5th August 1967 registered in the Sub Registry Office, Baruiপুর, District 24 Parganas (South) and recorded in Book No. 1, Volume 108, Pages 196 to 198 being No. 7905 for the year 1967.

AND he also sold, transferred and conveyed the balance more or less 6 (six) decimals of land out of the said 12 (twelve) decimals of land described hereinabove to Shrimati Satirani Dey wife of abovementioned Gauranga Chandra Dey residing at Bongalgaon, P.S. Abhayapuri, District Goalpara, Assam by a Deed of Conveyance dated 5th August 1967 registered in the Sub Registry Office, Barulpur, District 24 Parganas (South) and recorded in Book No. 1, Volume 104, Pages 239 to 241 being No. 7906 for the year 1967.

AND WHEREAS the said Gauranga Chandra Dey and his wife Shrimati Satirani Dey thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 12 (twelve) decimals (that is to say 6 (six) decimals of land each).

AND WHEREAS the said Shri Binoy Kumar Das son of Madhusudan Das deceased, herein named VENDOR, purchased more or less 5 (six) decimals of land from the said Gauranga Chandra Dey by Registered Deed dated 14th November 1980 registered in the Sub Registry Office, Barulpur, District 24 Parganas (South) and recorded in Book No. 1, Volume 72, Pages 33 to 35 being No. 4736 for the year 1980 and also purchased more or less another 6 (six) decimals of land from the above-mentioned Shrimati Satirani Dey by Registered Deed dated 14th November 1980 registered in the Sub Registry Office, Baruiপুর, District 24 Parganas (South) and recorded in Book No. 1, Volume 72, Pages 36 to 38 being No. 4737 for the year 1980.

AND WHEREAS the said Binoy Kumay Das, the Vendor, thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the Sali land measuring more or less 12 (twelve) decimals comprising CS Dag No. 471, RS Dag No. 568 appertaining to CS Khatian No. 78 and 79, RS Khatian No. 88, lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touji No. 250 Sub Registry Office Baruiপুর at present Sonarpur District 24 Parganas (South) more fully described in Schedule 'A' hereinunder written and also delineated in the Plan annexed hereto and bordered in 'Red' lines and hereinafter referred to as the 'Said Land'.

AND WHEREAS the VENDOR herein named had been and have been in peaceful possession of the Said Land by various acts of possession and ownership and on mutation of name and also on due payment of taxes and other outgoings as full absolute owner thereof, on the basis of an Agreement for Sale dated 15th October 1999 made between the VENDOR of the ONE PART and the PURCHASERS of the OTHER PART, the Vendor has agreed to sell and the Purchasers have jointly agreed to purchase the Said Land as fully described in Schedule 'A' at and for lump sum price of Rs 50,000/- (Rupees Fifty Thousand) only.

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the said sum of Rs 50,000/- (Rupees Fifty Thousand) only paid to the Vendor by the Purchasers on or before the execution of these present, (the receipt whereof the Vendor doth hereby and by receipt hereunder written, admit and acknowledge and of and from the same and every part thereof acquit, release and discharge for ever the Purchasers as also the Said Land), the Vendor doth hereby indefisibly sell, grant, transfer, convey, assign and assure unto the Purchasers free from all encumbrances whatsoever ALL THAT piece and parcel of the Said Land measuring 12 (twelve) decimals be the same a little more or less situated and lying at and comprised within Mouza Panchpola, JL No. 42, RS No. 11, District Collectorate Touzi No. 250, Pargana Madanmalla, CS Khatian No 78, RS Khatian No. 88, RS Dag No. 568, District 24 Parganas (South), more fully and specifically described in Schedule 'A' hereinunder written and delineated in the Plan annexed hereto and depicted with 'Red' border lines OR HOWSOEVER OTHERWISE the Said Land and hereditaments now is or are or heretofore was or were situated bulled bounded called known numbered described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, bushes, shrubs, water, watercourses and all other former and ancient-rights, rights, liberties, privileges, benefits, advantages, easements, appendages, and appurtenances whatsoever to the Said Land belonging or anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents issues and profits thereof AND all estate rights, title, interest, claim and demand whatsoever both at law and in equity of the Vendor into or upon the Said Land and every part thereof TOGETHER WITH all deeds, pathas, muniments, writings and all other evidences of title whatsoever relating to or concerning the Said Land and every part thereof and all estate rights, title interests, user property claims, and demand whatsoever, of the Vendor doth at law and equity into upon the Said Land or any part thereof TO HAVE AND TO HOLD the Said Land hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever free from all encumbrances.

THE VENDOR doth every covenant with the Purchasers:

- a) THAT notwithstanding any act, deeds, things, matters whatsoever made done or executed or knowingly suffered to the contrary the VENDOR now has full power, indefeasible and absolute authority in law, in fee, simple in possession or an estate equivalent thereto in the Said Land to grant, transfer, convey, sell the Said Land hereby sold or expressed or intended so to be unto and to the use of the said PURCHASERS in manner aforesaid and delivered vacant and peaceful possession thereof simultaneously with the execution of these present.
- b) AND THAT the PURCHASERS shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the Said land or every part thereof and pay rents and taxes to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from any person or persons lawfully or equitably claiming from or under or in trust for the VENDOR.
- c) AND THAT free and clear, and freely and clearly and absolutely acquitted, exonerated, and discharged and keep the PURCHASERS harmless and indemnified of from and against all charges, claims, liens, debts, attachments and encumbrances whatsoever made done or suffered by the VENDOR all persons claiming from under or in trust for the VENDOR.
- d) FURTHER THAT the VENDOR and all persons claiming from under or in trust for the VENDOR shall and will from time to time or at all times hereafter at the costs and requests of the PURCHASERS do or execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further and more perfectly assuring the Said Land to the use of the PURCHASERS as shall or may reasonably be required.
- e) AND THAT the VENDOR doth hereby covenant with the PURCHASERS that they shall and will unless prevented by any inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS produce or cause to be produced through their Attorney or Agent or at any trial hearing, commission or examination or otherwise as occasions shall require all documents of title of the Said Land for the purpose of showing their title to the Said Land and ALSO at the request and cost of the PURCHASERS deliver or cause to be delivered unto the PURCHASERS such attested copies or abstracts or extracts from the same as maybe required AND shall and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

THE SCHEDULE TO ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring 12 (twelve) decimals (or 7 Cottahs) be the same a little more or less, lying situated in Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Touzi No. 250, Pargana Madanmalla comprising CS Khatian Nos. 78 and 79, RS Khatian No. 88, appertaining to CS Dag No. 471, RS Dag No. 568, LR Dag No. 625 under P.S. and A.D.S.R. Office Sonarpur and also lying under Ward No. 3 within Rajpur-Sonarpur Municipality being Holding No. 216 in the District of 24 Parganas (South) with all structures, easements, rights as delineated in the Plan annexed hereto and bordered in 'Red' lines and as certified by the Surveyor/ Amin and which is butted and bounded as follows:

On the North: Land of Shri Pran Gopal Majumder

On the South: RS Dag Nos. 564 and 565

On the East: Land of Shri Ujjayanta Chowdhury and others

On the West: RS Dag No 559

The total annual rent of 91 decimals of land comprising RS Khatian No. 88 is Rs 3 and 8 annas and the proportionate annual rent of 12 decimals is 46 paise only which is payable to the Collector, 24 Parganas (South), Allpore, on behalf of the Government of West Bengal.

IN WITNESS WHEREOF the VENDOR have set and subscribed his hands and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Calcutta

by the said Vendors

In presence of

Pram gopal Majumdar
Panchpala garia

Badal Das
Nabun - Purer garia

Bimay Kumar Das
VENDOR

MEMO OF CONSIDERATION

RECEIVED of and from the within-named PURCHASERS the within mentioned sum of Rs 50,000/- (Rupees Fifty Thousand) only being the full consideration money.

Paid in the manner following:

	By and out of Demand Draft dated 8 December 1999 drawn by Canara Bank, Park Street Branch, Calcutta on behalf of Purchasers and favouring the Vendors:	
1.	DD No. 969733	Rs. 50000/-
	TOTAL	Rs. 50000/-

(Rupees Fifty Thousand only)

In presence of

Pran gopal Majumdar
Panchpola garia

Badal Das

Natun-Pur, garia

Benny Kumar Das

VENDOR

Drafted by me
Tarun kumar Chakrabarti

T. K. CHAKRABARTI

Associate

Barrister Civil Court

PLAN OF MODERNIZATION
L. NO. 42, R.S. DAG NO. 568 (P),
S. DAG NO. 471 AT
S. SONARPUR,
ST-24 PRGS. (S)

SCALE: 1" = 25' OR
AREA OF PLOT MND. (D)
B. O. CH. & SW. (APPROX.)
OWNER:
RI BHAY K.M. DAS.
BY SHOWN IN RED BORDER.



R.S. DAG NO. 569

R.S. DAG NO. 576

220' 0"

R O A D
P U B L I C
W.
D. 218' 0"

C O M. P A S S A G E

220' 0"

90' 0" 1/4
DAG NO. 568 (P)
AREA: 7 X. OCH. 0.5 FT.
571' 0"



90' 0"

R. S. DAG NO. 551

R.S. DAG NO. 564 (P)

R. S. DAG NO. 568 (P)

DATED THIS 15TH DAY OF Dec:..... 1999

BETWEEN

SHRI BINOY KUMAR DAS

- ONE PART

AND

DR SANTOSH KUMAR GHOSH AND OTHERS

- OTHER PART

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14/12