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expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors and administrators) of the ONEPART :

A N D

(1) SRI BANSIDHAR AGARWALA, Son of Late Ramjitmal Agarwala, (2) SMT. GOMATI DEVI, Wife of Sri Bansidhar Agarwala both are by faith Hindu, by occupation No.1 Business and No.2 House-wife, residing at present at Sardar Ballabh Bhai Patel Path, House of Sri Rajendra Singh, P.O.. Titagarh, Police Station Khardah,

District



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District 24-Parganas (North) hereinafter called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors and administrators and assigns) of the OTHER PART :

WHEREAS one Nakhai Kunhar alias Kumbhakar was the Owner and Possessor of the land measuring an area of more or less .6713 decimal in Dag No. 4141 and



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145, 2998, J.L.No. 2, Mouza - Khardah, Police Station -  
Khardah, District 24-Parganas, Pargana - Chakutta withi  
-n the area of Barrackpore Sub-Registry Office and  
Khardah Municipality, hereinafter referred to as the  
Schedule "A" property and after his death, his widow  
Smt. Baskalia Kumhar alias Kumbhakar and minor sons  
namely Shyamlal, Sirfa, Santoji and Santu became the  
owners and possessors of the property mentioned in the  
Schedule "A" below and during the operation of  
Revisional Settlement, their names have already been  
recorded in "Finally Published" Record as "Dakhalkar  
Basat Proja" and/or "occupancy Residential Basat"

AND WHEREAS Smt. Baskalia Kumhar alias Kumbhakar  
Widow of Late Nakhai Kumhar alias Kumbhakar and her  
sons i.e. the legal heirs and successors of the afore-  
said Nakhai Kumhar alias Kumbhakar has sold out the  
property with residential house to Sri Khetra Parai and  
Sri Badri Narayan Roy by a Sale Deed which has been  
Registered at the Barrackpore Sub-Registry Office and  
entered in Book No.1, Volume No. 41, Pages 45 to 48, Bei-  
-ng No. 2051 for the year 1955 on 23rd day of February,  
1955 ;

AND WHEREAS the aforesaid Khetra Parsi and Badri  
Narayan Roy has sold out the self-same property more  
fully described in the Schedule "A" by a Registered  
Deed of Sale to Sri Hrishikesh Ghosh and Hiralal Haldar; ;

AND WHEREAS the aforesaid Hrishikesh Ghosh and  
Hiralal Haldar has sold out the property mentioned in  
the Schedule "A" below differently in separate two  
Registered Deed of Sale one being entered in Book No.1,  
Volume No. 78, Pages 131 to 133, Being No. 7079 for  
the year 1956 and another being Book No.1, Volume No.

75, pages 158 to 160, Being No. 7080 to and in favour of Sri Dulichand Burman ;

AND WHEREAS the said Dulichand Burman instituted a Title Suit being No. 627 of 1958 before the Learned Second Court of Munsiff at Sealdah against one Sri Durga Charan Ghoshal and obtained the Decree in respect of the property mentioned in the Schedule "A" below and being aggrieved by the Judgment and Decree passed by the Learned Second Court of Munsiff at Sealdah in Title Suit No. 627 of 1958, the said Durga Charan Ghoshal filed an Appeal before the learned District Judge at Alipore which was numbered as Title Appeal No. 1098 of 1960 and the said Appeal was disposed of on 31.1.1961 by the Learned Second Court of Sub-Judge at Alipore and by the said Judgment in the Appeal the Judgment of the lower Court of Second Munsiff at Sealdah dated 29th day of July, 1960 in Title Suit No. 627 of 1958 was affirmed and the right, title, interest possession

possession in the property mentioned in the Schedule "A" below of the said Dulichand Burman was confirmed;

AND WHEREAS the said Dulichand Burman has sold out the Schedule "B" property below out of Schedule "A" property below to Sri Sudhir Kumar Ganguly by executing a Deed of Sale in favour of Sudhir Kumar Ganguly which has been registered in Barrackpore Sub-Registry Office by Being No. 1792 on 19.1.1961 ;

AND WHEREAS the said Sudhir Kumar Ganguly after his aforesaid purchase developed the land mentioned in the Schedule "B" below the said Sudhir Kumar Ganguly has sold out the property mentioned in the Schedule "C" below to one Sri Hare Krishna Ambal by a Registered Deed of Sale which has been entered in Book No. 1, Volume No. 58, pages 21 to 25, Being No. 3897 for the year of 1965 on 8th day of July, 1965 at the Barrackpore Sub-Registry Office ;

AND WHEREAS Hare Krishna Ambal sold out his

Deed of Sale in favour of Sri Naresh Chandra Das on 30.11.1965 which has been entered in Book No.1, Vol. No. 84, pages 133 to 138, Being No. 5933 for the year 1965 at the Barrackpore Sub-Registry Office ;

AND WHEREAS the aforesaid Sri Naresh Chandra D has gifted the Schedule "C" property to his eldest s Sri Arun Chandra Das, by executing a Deed of Gift wh has been registered on 27.12.1972 at the Barrackpore Sub-Registry Office and entered in Book No.1, Volume No. 81, pages 175 to 178 for the year 1972, Being No. 5038 ;

AND WHEREAS the Vendor No.1 with the money of his father purchased the Schedule "C" property below from the aforesaid Sri Arun Chandra Das by a Register Deed of Sale on 14.3.1975 which has been entered at t Barrackpore Sub-Registry Office in Book No.1, Volume No. 21, pages 165 to 169, Being No. 1138 for the year 1975 ;

AND WHEREAS the Vendor after his purchase have

already mutated his name before the local Khardah Municipality and has been paying taxes regularly and the Vendors are jointly enjoying the property for their common benefit ;

AND WHEREAS the Vendor No.1 purchased the property with the money of his father he released the property in the name of his father - Amarendra Bijoy Bhattacharyya, since deceased by executing a Registered Deed of Release dated 3.4.1982, under Book No. 1, Volume No. 131, pages 133 to 137, Being No. 2946 for the year 1982 of Registrar of Assurance, Calcutta and after the death of aforesaid Amarendra Bijoy Bhattacharyya by operation of law all the Vendors, being the son, widow & daughter i.e. the legal heir and heiresses have become the joint owners of the property described in the Schedule "C" below and thereafter the Vendors obtained a building sanctioned plan for alteration and addition from local Municipality on 6.5.1982;

AND WHEREAS the Vendors are now well seized and



possessed of and are otherwise well and sufficiently  
entitled to the said messuage land hereditaments and  
premises known as 46-A, Thana Road, Bosepara, Police  
Station - Khardah, District : 24 Parganas (North),  
being a demarcated and separated part of R.S.Dag  
No. 4141 and 4142 under Khatian No. 1924 area of la  
.11 decimal within the area of Khardah Municipality  
more fully described in the Schedule "C" below as i  
**absolute** owners in fee simple free from encumbrance  
which is fully mentioned and described in the Sched  
hereunder written and hereinafter referred to as the  
said property ;

AND WHEREAS by an Agreement made between the  
parties hereto the Vendors agreed with the Purchase  
for the absolute sale to them of the said property  
more fully described in the Schedule "C" below and  
also shown and delineated in the Map or Plan hereto  
annexed and therein marked with "RED" borders at and  
for the price of Rs. 1,50,000/- (Rupees One lac and

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement between the Vendors and the Purchasers referred to before and in consideration of the said sum of Rs. 1,50,000.00 (Rupees One Lac and fifty thousand only) paid by the said Purchasers to the Vendors (the receipt whereof the said Vendors hereby acknowledges) the said Vendors grant and convey unto and to the use of the said Purchasers, their heirs, executors, administrators and assigns ALL THAT piece and parcel of revenue paying land messuages and hereditaments, together with the structures, buildings, stable, out-houses etc. standing thereon, as per Plan annexed hereunto, together with and specifically described in the Schedule "C" hereunto together with all yards, courtyards, areas, trees, sewers, drains, water-ways, paths, passages, lights, liberties, privileges, easements, appurtenant to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto free from all encumbrances;

TO HAVE AND TO HOLD the hereditaments and premises hereby granted and conveyed unto and to the use of the

said Purchasers, their heirs, executors, administrators and assigns for ever.

AND the said Vendors do hereby for themselves, their heirs, executors, administrators, or assigns covenant with the said purchasers and declare that they are seized and possessed of and have not in any way encumbered or charged or caused to be encumbered or charged the said property to be conveyed by this Deed of Sale and that the said Purchasers, their heirs, executors, administrators and assigns shall and may at all times peaceably and quietly possess and enjoy the said hereditaments and premises and receive rents and profits thereof without interruption claim or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that the said Vendors shall and will and for all times to come at the request and costs of the said Purchasers, their heirs, executors, administrators or assigns do or execute or execute or cause to

be done or executed all such acts, deeds and things whatsoever for further and are perfectly assuring the title of the Purchasers to the said hereditament and premises or any part thereof AND the Vendors further covenant that if it transpires that the property hereby conveyed by the Vendors is not free from all encumbrances as hereinbefore stated by them the Vendors, their heirs, executors, administrators and assigns will be civilly and criminally liable to the Purchasers, their heirs, executors, administrators and assigns and will be bound to make good any loss sustained by them.

SCHEDULE "A"

ALL THAT piece or parcel of revenue paying residential tenanted messuage land and hereditament containing by measurement .6713 decimal equivalent to more or less 11 Cottahs of land as per Record of Right in Mouza - Khardaha, Thana Khardaha, Sub-Registry - Barrackpore, District : 24-Parganas, R.S.Dag Nos.4141

and 4142 under Khatian No. 1924, J.L.No. 2, Recorded  
 in the names of Barkalia Khanna & others.

SCHEDULE "B"

ALL THAT piece and parcel of land under Plot Nos.  
 5 & 5/1, being part of R.S.Dag No. 4141 measuring .08  
 decimal and R.S.Dag No. 4142 measuring .03 decimal  
 totalling to .11 decimal/satak, for which property  
 Government Revenue of Rs. 3.18 paise is payable to  
 State of West Bengal.

SCHEDULE "C" (Description of property hereby  
 conveyed & sold under this Deed  
 of Sale).

ALL THAT piece or parcel of land measuring an area  
 of .11 decimal equivalent to more or less 6 (six) Cottahs  
 10 (ten) Chittacks under Plot Nos. 5 and 5/1, being  
 part of R.S. <sup>Dag</sup> Nos. 4141 and 4142 under R.S. Khatian No.  
 1924 of Mouza & P.S. Khardah, J.L.No. 2, Sub-Registry  
 Office - Barrackpore within Khardah Municipality,  
 Municipal Holding No. 303, Now ~~103~~ 103 with a two storeyed  
 dwelling house with all fittings i.e. etc.

Index

Bhattacharya

compound, outhouses, court-yard, trees, water-courses, boundary wall and others with all sorts of easement and prescriptive rights and privileges on the passage which is on the South and for the same the Government Revenue of Rs. 3.18 paise is payable to State of West Bengal butted and bounded as follows :-

On the North : By Drain

On the South : By Municipal Road

On the East : By Building of Lal Mohan Sadhukhan

On the West : By Building of Mohan Lal Mitra

which has been specifically shown in the attached site plan by "RED" border.

IN WITNESS WHEREOF the said Vendors have put their signatures on the day, month and the year

mentioned

Purchasers to the Vendors as per details given below:-

By Draft No.089081 dated 8.10.83	Rs. 25,000/-
By Draft No.089084 ,, ,,	Rs. 25,000/-
By Draft No.089083 ,, ,,	Rs. 25,000/-
By Draft No.089086 ,, ,,	Rs. 25,000/-
By Draft No.089085 ,, ,,	Rs. 25,000/-
By DraftNo. 089082 ,, ,,	Rs. 25,000/-

of (all) The South Indian  
Bank Ltd. Barra Bazar Branch

Rs.1,50,000/-

(Rupees one lac fifty thousand) only.

1. Ashit Bhattacharya

Witnesses :-

2. Rajlaxmi Devi

1. Rakesh K. Gupta  
9, A. Road  
Calcutta 58

3. Aparna Chakrabarty -

Signature/s of the Vendors

2. Sub Nath Ganguly  
Advocate  
Sealdah Civil Court.

Prepared by :-

Rabindra Nath Maiti  
Advocate  
Sealdah Civil Court.  
En. Roll no. 1000/83

Typed by me :

Mandal  
(G.P. Mandal), Typist,  
Sealdah Civil Court.