

Ouly Stamped under the Benga Stamp Amendment Act 1822/262 Schedule IA No.23 + Lery

Logistrar U/S 7 (2) of Assurances, Caldull

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March

INDENTURE made this 2nd day of

One thousand nine hundred seventy-three -

BETWEEN SM. LABANYA DOTTA wife of Sri Amalendu Dutta residing at 104, Keshab Chandra Sen Street in the town of Calcutta, by caste Hindu by occupation Housewife -hereinafter called 'THE VENDOR' (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, legal representatives and assigns of the FIRST PART AND AMALEN DU DUTTA, son of Shri Barada Kumar Wulla

residing at 104, Keshab Chandra Sen Street in the town of Calcutta, by caste Hindu by occupation service herein after called 'THE CONFIRMER' (which expression shell --

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-:(3):-

Municipal premises No.21 (formerly No.20, Shyamnagore Road by a conveyance dated 8th August, 1940 registeres in the office of the Sub-Registrar, Cossipore, Dum Dum in Book -I Volume 40, Pages 122-133 Being No.2209 for the year 1940 -AND WHEREAS out of the said parcel of land the said Amulya Chandra Guin by conveyance dated 10th October 1969 registered in the office of the Registrar at Calcutta in Book N I, Volume 146 pages 263-274, Reing No.4712 for the year --1969 sold out to one Ramadhar Jaiswal a small parcel measu ring about 4 Cottahs 4 Chittacks 11 Square feet being the divided northern of the said premises which by this time had been re-numbered 24, (formerly Mo.21), Shyam Magar Rot AND WHEREAS the remaining portion of said premises No.24, Shyampagore Road, minus the said portion measuring 4 Cotte -s, Chittacks and 11 Square feet sold to the said Ramadhar Jaiswal having an area of 2 Bighas 6 Cottans and 14 -Chittacks and 9 Square feet came thereafter for be known premises No.28, (formerly 24) Shyamnagore Road.

AND WEEREAS +++++



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AND WHEREAS in the Revisional Settlement carried out in the Mouza Shyamnagore, Thana Dum Dum Pergana Calcutta, within the South Dum Dum municipality the said parcel of land covered by Dag No. 963, 960, 961, 962, 966, 964 consisting of tank, garden and homestead land with structure thereon and measuring .82 Acre came to be recorded as -Raiyati land with occupancy right of which the recorded tenant was Amulya Chandra Guin having entire interest in the said land, such record being made under Section -45A and Rule 4 of the Rules made under the Estates Acquisition Act and being recorded as 'Rayat Dakhali Satya -Bisistha'.

AND WHEREAS the said Amulya Chandra Guin divided the said remaining portion of the said parcel of land messuring about 2 Bighas & Cottahs 14 Chittacks and 9 Square feet being part of premises No.28 (formerly 24) Shyamnagore -Road in two portion and sold our the divided southern portion measuring about 1 Bigha 16 Cottahs 14 Chittacks 9 Square ++++

9 Square feet to the Vendor by a Conveyance dated the 30th of November 1972 and the remaining portion measuring about 10 Cottahs being Divided and defined northern portion to -Sm. Lila Bose.

AND WHEREAS in the premises the vendor is absolutely seised and possessed of or otherwise well and sufficiently entitled to the said parcel of vacant land measuring 1 Bigha 16 -Cottahs 14 Chittacks and 9 Square feet more or less fully described in the Schedule hereunder written.

AND WHEREAS the Vendor has contracted with the purchasers for absolute sale to them of the said parcel of vacant land mentioned and described in the Schedule hereunder written st or for the price or sum of Rs. 30,000 (Rapees thinky thousand only)

AND WHEREAS for the better satisfaction of the purchasers the husband of the Vendor has agreed to join in and confirm these presents and confirm the statement made herein as to the ownership of the said parcel of land being vested in his wife the Vendor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 30,000 f-. D (Rupees thirty thousand only) - of 5000 and lawful money of India to the Vendor paid by the Purchasers at or before the sealing and felivery of these presents (the receipt whereof and that the same is in full for the absolute purchase of the said hereditaments and premises, she, the vendor doth hereby as also by the receipt hereunder written edmit and acknowledge and of and from the same and every part thereof do acquit release and for ever discharg

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the purchasers and the said hereditaments and premises) she . the venior doth by these presents indefeasible assures, grants bargains, conveys, sells, transfers and confirmer# doth hereby confirms unto and to the Purchasers ALL THAT the defined Southern portion of the messuage tenement land hereditements and premises including half of the 6 feet passage being part of municipal holding no. 28, Shyamnagore Road within the South Dum Dum Municipality particularly mentioned and described in Schedule '5' Mereunder written and hereinafter referred to as 'the said property' and delineated in the map or plan annexed hereto and thereon enclosed by border and the half of 6 feet passage to the South OR HOWSOEVER OTHERWISE the said property hereby sold and transferred or any part thereof now are or is or heretofore were or was situate butted bounded called known -numbered described and distinguished TOGETHER WITH all -houses and other building erection and structures and -fixtures out houses out-buildings, boundary walls yards whatever existing thereon AND all ways paths passages waters, water-courses sewers drains ditches fences hedges and the ground and soil thereof AND the tank, trees plants and shurbs growing and standing on and being in the said property AND TOCETHER WITH ancient and other lights ways paths passages drains water water-courses and all benefits and advantages thereof and all manner of former and other rights liberties easements privileges profits advantages emoluments appendages and appurtenances whatsoever standing and being in and upon the said property or any part thereof or belonging or in anywise appertaining to or with the same or any part thereof or which with the same now are or is or heretofore were or was usually held used -occupied ++++

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occupied or enjoyed or accepted or reputed to belong or be appurtenant thereto and/or as part parcel or member thereof AND the reversion and reversions remainder and remainders rents issues and profits thereof and of any and every part thereof AND all the estate right title and interest inheritance use trust possession property claim and demand whatsoever both at law and in equity of the Vendor in to or upon the said property or any part thereof AND all the deeds muni ments writings and evidences of title which anywise relate to or concern the said property or any part or parcel thereof and which now are or hereafter shall or may be in the cus tody power or possession of the vendor or any person or persons from whom she they or any of them can or as produce the same without any action or suit subject, to the coversant for production thereof contained in the Conveyance dated the 10th day of October 1969 TO HAVE AND TO HOLD the said prope: -ty and all and singular the premises hereby granted sold conveyed and transferred or otherwise assured and confirmed or expressed or intended so to be with their rights numbers and appurtenances unto and to the use of the purchasers -absolutely and for ever free from all encumbrances attachments trusts liens and lispendens whatever AND the Vendor doth hereby covenant with the purchasers THAT NOTWITHSTAND-ING any act deed matter or thing whatever by the vendor mad done committed or knowingly suffered to the contrary the -right title and interest which the vendor profess to transfer subsists and the vendor has good right full power absolute authority and indefeasible title to grant sell Convey and transfer the said property and all and singular the pre mises hereby granted sold conveyed transferred or expressed

or intended ++++

or intended so to be unto and to the use of the Purchaser -s in manner sforesaid and according to the true intent meaning and temor of these presents AND that the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and all and singular the premises hereby granted and receive the rents issues and profits thereof and of every part thereof without any hindrance lawful eviction interruption claim and demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming or to claim from under or in trust for them AND that free and clear of and from any by and at the costs and expenses of the vendor freely and -clearly and absolutely freed and discharged acquitted and released or otherwise discharged and well and sufficiently defended kept harmless and indemnified of from and against all and all manner of former and other assurances estates claims charges liens debts attachments executions and -encumbrances whatsoever and made done executed occasioned or suffered by the vendor or any person or persons claim ing or to claim by from through under or in trust for her or any person or persons lawfully or equitably claiming as aforesaid AMD that the Vendor and all persons having or lawfully or equitably claiming any estate or interest -what soever in the said property and all and singular the premises hereby conveyed and sold or any part thereof from through under or in trust for the vendor shall and will from time to time and at all times thereafter at the request and costs of the purchaser make do and execute or cause to be made done and executed all such other further better acts deeds and things whatsoever for Airther better and more

perfectly ++++

Doctor U/S 7 (2)

perfectly effectually or satisfactorily granting and assuring -g the said property and all and singular the premises hereby conveyed and any and every part thereof unto and to the use of the purchasers in manner aforesaid or as shall or may be ressonably required.

THE SCHEDULE ABOVE REFERRED TO:-

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ALL THAT the defined Southern portion of the Mourashi Mokarari raiyati piece or parcel of land and hereditaments containing an area of one bigha sixteen cottahs fourteen Chitt. acks and nine square feet (1 Bigha 16 Cottahs 14 Chittacks and 9 Square feet) be the same a little more or less out of 2 Bighas 6 Cottahs 14 Chittacks and 9 Square feet Together with the brick built pucca houses buildings boundary walls and other structures and erections and fixtures, garden, tank trees, plants, shurbs and other appendages and appurte nances thereunto belonging situate lying at and being municipal holding or premises no.28 (formerly No.24) Shyamnago: Road, within the South Dum Dum Municipality, Comprised in Collectorate Touzi No. 228 and 229 Mouza (formerly Shyamnagore) now Krishnapur, Village Police Station (formerly Dum Dum and now) Rajarhat, Perganah Calcutta and Sub-Registry Cossipore Dum Dum within the District of 24-Perganas bearing the following Khatian number and Deg Numbers:-Current Khatian No.28 (Revisional Survey Khatian)Dag Nos 963, 960(portion), 961, 962, 966, 965 and 964 measuring 1 total .82 Acre, out of which 1 Bigha 16 Cottahs 14 Chitts cks and 9 Square feet lands comprising all trees plants a other fixtures with Sanitary latrine and two roomed pucces structure standing thereon butted and bounded:-

On the North: - by Private passage 6 feet wide belongint Sm. Leels Bose.

On the East: by land and house of Shri Hari Charan Mukherjee and others.

On the South: -by Shyamnagore Road (metalled Road).

A.D. On the West :-by Mallikpara Lane (Metalled Road).

for the entire holding the map or plan annexed with the conveyance form part of the Deed.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day month and year first - above written.

Labanya Dutta.

SIGNE D SEALED AND DELIVERED at Calcutta in the presence

of:-

Rama Prosed Jas Aduocate, High court, calcutta,

- A Xan Cale Fu, Cal.

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RECEIVED OF AND FROM THE WITHINNAMED PURCHASERS THE SAID SUM OF RUPEES Thirty Monsaud only

BEING THE FULL CONSIDERATION

MONEY WITHIN MENTIONED AS PER MEMO BELOW:-

MEMO OF CONSIDERATION: -

By Reserve Bank of India Corr every woli of the face value of Rs. 100/s (one handsid each, 290 piaces

Rs. 29,000 f=

By Cheque No. 82 301198 dt 2-3-73 on State Baun of India, Syambaja hr. as partner of Gears for Ro. 1000f. ____ Ro 1,000f.

Total Rs. 30.000/:

Espees thirty thousand only. Labanya Dutta.

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Roma Prasad las

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Book No. 1. S. Volume No. 55. Pages 210. 20.222.
Being No. 1254.
For the year 1973.

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Ragistrar U/S 7 (2)

13. 3. 73.

DATED THIS AM DAY OF Manh 1973

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BETWEEN:-

SM. LABANYA DUTTA

mmm THE VENDOR FORST FART

A N D:-

AMALEMDU DUTTA

10270

CONFIRMER SECOND PART

A N D:-

SUDHIR CHANDRA DAS

mmm

THE PURCHASER

CONVEYANCE TO THE PROPERTY OF THE PROPERTY OF



R. C. KAR

SOLICITOR

7, OLD POST OFFICE STREET

CAL CUTTA

24/3/3

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