

Admissible under rule 2:

of the AMB - R tenancy and 1955

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Process see in Court see stamps

Bulbon Registrer of Assurance 30/11/11

THIS INDENTIRE made this 20 h day of November, One Thousand nine hundred and seventy two BETWEEN ANDIMA CHANDRA GUIN son of son of Purna Chandra Guin, deceased, residing at 7, Ramanath Mazumdar Street, in the town of Calcutta, by religion Hindu by occupation Landholder hereinafter referred to as "THE VENDOR" (which expression shall unless expressly excluded by or repugnant or contrary to the context include his heirs executors administrators and representatives) of the ONE PART A N D SM. LABANYA DUTTA wife of Shri Amalendu Dutta, residing at 104, Keshab Chandra Ben Street, P.S. Amherst Street, in the town of Calcutta, by religion Hindu, by occupation Household duties hereinafter referred to as "THE PURCHASER" (which expression shall unless excluded by or repugnant or contrary to the context include her heirs

82) Lash of Le ? m. "n soul for Presented for registration at. Thy Day Hundrya Chemisa Genia Greeni is a Inited by Atroube opa Cherry on Opicia A muly a Chambra frem Vin of Kair Purna Chamber June of of Ramanath Mazumder About, alculo als ley cashi winder ley proposition Lands only I Amu Chousthay Shoutsfand by Ama how and and one of Carolla and a State of Assurances of Carolla funda the Carolla Carolla 30 full



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heirs, executors, administrators and representatives and assigns) of the OTHER PART:

WHEREAS the Vendor is absolutely seized and possessed of or other wise well and sufficiently entitled to the land hereditaments tenements houses and premises bearing municipal holding No. 28 formerly No. 24 Shyammagar Road, more particularly mentioned and described in the Schedule "A" hereunder written since the purchase by the/ Vendor on the 8th august, 1940, by a registered deed of conveyance executed by Amulya Dhone Ghose and Mon Mohit Chose both son of Tinkori Lal Ghose deceased of No. 15, Mahanirban Road, Calcutta, in favour of the Vendor and the said Conveyance was registered in the office of the Sub-Regis of Cossipore Dum-Dum, 24 Parganas, and recorded in Book No. 1 Volume No. 40, pages 122 to 133, Being no. 2209, for the year 1940, free from all encumbrances charges attachments trusts liens and lispendens whatever -

and



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AND WHEREAS the vendor has agreed with the

Purchaser for absolute sale defined portion of the said
hereditaments and premises hereinafter particularly mentioned and described in the Schedule "A" hereunder written
at or for the price of Rs. 29000/- (Rupees Twentynine thousand)
only:

NOW THIS INDENTURE WITNESSETH that in persuance

of the said agreement and in consideration of the sum of Rs. 29000/- (Rupees Twentynine thousand) only of good and lawful money of India (being the price as described in the Schedule "B" the Memo of consideration) to the Vendor paid by and/or on behalf of the Purchaser at or before the sealing and delivery of these presents (the receipt whereof and that the same is in full for the absolute purchase of the said hereditaments and premises he the Vendors doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do acquit release and for ever discharge the purchaser and the said hereditaments and premises) He the Vendor doth by these presents indefeasible assures grants bargains conveys sells transfers and confirms unto and to the Purchaser:

MIL THAT the defined Southern portion of the messuage tenement land hereditaments and premises bearing municipal ...

Ad



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Dum Dum Municipality particularly mentioned and described in Schedule "A" hereunder written and hereinafter referred to as "the said Property".

sold and transferred or any part thereof now are or is or heretofore were or was situate butted bounded called known and numbered described and distinguished TOGETHER WITH all houses and other building erection and structures and fixtures out houses out-building, 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 shrubs growing and standing on and being in the said property:

and Together With ancient and other lights ways
paths passages drains water courses and all benefits and
advantages thereof and all and all manner of former and
other rights liberties easements privileges profits advantages emoluments appendages and appurtenances whatsoes

standing ..

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 or enjoyed or accepted or reputed to belong or be appurtenent 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 muniments writings and evidences of title particularly mentioned and described in the Schedule "C" hereunder and all other deeds pottahs muniments 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 custody power or possession of the vendor or any person or persons from whom they or any of them can or may procure the same without / action or suit subject to the covenant for production thereof contained in the Conveyance dated the 10th day of October 1969 made between the vendor and Ramadhar Jaiswal a part purchaser registered in Book One Volume 146 pages 263 to 274 Being No. 4712 for the year 1969 of the Cossipore Dum Dum Sub-Registry;

TO HAVE AND TO HOLD the said property 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 members and appurtenances up to and to the use of the purchase absolutely and for ever free from all encumbrances attachments trusts liens and lispendens whatever AND THE VENDOR doth hereby covenant with the purchaser;

THAT no twithstanding any act deed matter, or thing whatever by the vendor made done committed or knowingly suffered to the contrary the right title and interest which the vendor profess to transfer subsists and the vendors have good right full power absolute authority and indefeasible title to grant sell convey and transfer the said property and all and singular the premises hereby granted sold conveyed transferred or expressed or intended so to be unto and to the use of the purchaser in manner aforesaid and according to the true intent meaning and tenor of these presents

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 hind rance lawful eviction interruption claim and demand whatsoever from or by the verdor or any person or persons lawfully or equitably claiming or to claim from under or in trust for them.

at the costs and expenses of the vendor freely and clearly and absolutely freed and discharged acquitted exonerated and released or otherwise discharged and well and sufficiently defended kept harmless and indemnified of from and ently defended kept harmless and indemnified of assurances against all and all manner of former and other assurances estates.

Hele holding or premises No. 28 (formerly No. 24) Shyamnagar Road, within the South Dum Dum Municipality, comprised in Collecterate Touzi No. 228 and 229 Mouza (formerly Shyamnagar) now Krishnapur, Village Police Station (formerly Dum Dum and now) Rajarhat, Parganah Calcutta and Sub-Registry Cossipore Dum Dum within the District of 24 Parganas bearing the following Khatian number and Dag numbers :

Current survey khatian No. 28 (Revisional Survey Khatian) Dag nos. 963, 960 (portion), 961, 962, 966, 965 and 964 measuring in total .82 acre, out of which 1 Bigha 16 Cottahs 14 Chittacks and 9 sq.ft. lands comprising all trees plants and other fixtures with Sanitary latrine and two roomed pucca structure standing thereon, butted and bounded

on the NORTH : by Private Passage 6 feet wide belonging to Sm. Leels Bose.

by Land and house of Shri Hari Charan On the EAST : Mukherjee and others.

On the SOUTH : by Shamnagar Road (metalled Road).

On the WEST : by Mallikpara Lane (Metalled Road). A Municipal tax payable at the rate of Rs. 45/- per quarter; 1 Proportionate

And Andreat payable to the State of West Bengal Rs. 3.62p. for the entire holding map or plan annexed with the conveyance form part of the Deed.

SCHEDULE "B" above referred to :

Received of and from the Within named Purchaser the within mentioned sum of Rupees Twenty-nine Thousand only being the full consideration within mentioned as per memo below :

Memo ..

Memo of Consideration

By Earnest money

Ro 501=00

Pay R. B. 1 Thousand Rupee Notes Nos., & 125360

A 998382 A 400697 A 659297 & 150971 & 150972

U 150973 & 106560 & 359402 & 106393 & 936952

H 412655 & 608940 & 657109 & 615193 & 627759

A 526389 A 501095 A 526913 A 492315 A 586127

A 534192 A 542671 A 598693 A 556330. A 490553

A 981763 A 519973.

A 981763 A 519973.

Grupees Toverly Nine Mainsands only)

SCHEDULE "C" above referred to :

- 1. Bengali Instrument of Sale dated the 20th June 1921 from Khettra Mohan Puley to Mahendra Nath Banerjee.
- 2. Bengali instrument of Sale dated the 20th June 1921 from Raj Kumar Mondal to Mahendra Nath Banerjee.
- 3. Bengali Instrument of Sale dated the 25th June 1921 from Mahendra Nath Banerjee to Sris Chandra Bosu.
- 4. Bengali instrument of Sale dated the 3rd December 1934 from Srie Chandra Bosu to Sris Chandra Das.
- 5. Certified copy of part of Record of Rights under Section 108(2) of the Bengal Tenancy Act consisting of three sheets in respect of Khatian nos. 61,179 and 181 three sheets in respect of Khatian nos. 61,179 and 181 respectively Touzi Nos. 228, 229, Mouza Krishnapur, Thana Rajarhat South Dum Dum Municipality Pargama Calcutta Rajarhat South Dum Dum Municipality Pargama Calcutta District 24 Pargamas J.L. No. 17, Hecord Survey No. 180 in favour of Sris Chandra Bosu.
 - 6. Bengali instrument for sale dated the 18th April 1935 from Sris Chandra Bosu to Sris Chandra Das.
 - 7. Plan of proposed C.I. Shed in Holding No. 20, Shyamnagar Road signed "For Sris Chandra Das, Dhirendra Nath Das" bearing ...

bearing sanctioned stamp above the signature of Chairman South Dum Dum Municipality.

- 8. Bengali Agreement for Sale dated the 20th March 1940 from Sris Chandra Das to Amulya Dhone Ghose & anr.
 - 9. Bengali instrument of sale dated 19th April 1940 from Sris Chandra Das to Amulya Dhone Ghose & anr.
 - Nundy Chowdhury & Ors. (by their constituted attorney Amritalal Mukherji) to Babus Amulya Dhone Ghose and Mon Mohit Ghose.

 11. Following three rent Dakhilas granted by Nrisingha Charan Nundy Chowdhury (through his authorised Gomosta) in

respect of Mahal Krishnapur, Shyamnagar :-

- (a) No.7 dated 5th Ashwin 1335 B.S. for 0/8/9 in favour of Sris Chandra Bosu.
- (b) No.125 dated 7th Jaistha 1345 B.S. for 0/8/9 in favour of Sris Chandra Das.
- (c) No. 109 dated 14th Baisakh 1346 B.3. for 0/8/9 in favour of Sris Chandra Das.
- 12. Following Two rent Dakhilas granted by Thakur/
 Sri Sri Raj Rajeswar Thakur (through Shebait Nrisingha Charan
 Nundy Chowdhury & Ors) in respect of Mahal Krishnapur Shyamnaga
 - (a) No. 7 dated 5th Aghwin 1335 B.S. for Rs. 5/7/3 in favour of Sris Chandra Bosu.
 - (b) No. 128 dated 7th Jaistha 1345 B.S. for Rs. 5/7/3 in favour of Sris Chandra Das.
 - (c) No. 112 dated 14th Baisakh 1346 B.S. for Rs. 5/7/3 in favour of Sris Chandra Das.
 - Two receipts of South Dum Dum Municipality in favour of Sris Chandra Das respectively numbered 9108 and 3004 respectively dated 13/2/39 and 3/1/40 for the respective sums of Rs. 2/8/9 and 2/13/3.

Certified copy Sole-nama petition dated 13th March 1935 in Title Suit No; 139 of 1935 in the Court of the First Munsiff of Sealdah (Sris Chandra Bose -vs- Nrisingha Charan Nundy Chowdhury & Ors).

15. Registration office receipt no. 559343 of Cossipore Registry Office dated 30th July 1940 in respect of pottah granted by the superior landlord to the vendors.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence of :

Rama Prosed das Amulaga Chembral mit SI Advocate, Highcourt,

Schados Du and for to H. P. Onle 16 Shiri tos 7, Ow fort office Shir Colcultur 170

DATED THIS 30 TO DAY OF November 1972

BETWEEN

AMULYA CHANDRA GUIN

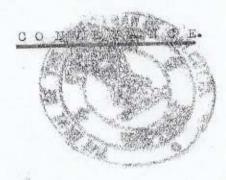
AND

SM. IABANYA DUTTA



Registrar of Assurances
Celcutte

2-12-72



Beginner of Assurances 7

R. P. DAS
ADVGCATE.

7, OLD POST OFFICE STREET.
CALCUTTA-1.