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Registrar u/s 7 (2) of Assurances, Calcula

-16) H-50 THIS INDENTURE made this fill the day of June in the year of Christ 1979, Between Brojendra Kishore Banerjea son of Promode Kishore Banerjes decd, of Mutad Chati, Bankura but at present residing at No. 176 Rash Behari Avenue in the town of Calcutta by religion Hindu and by occupation Pensioner hereinafter called "the said vendor" (which expression shall unless excluded by or -repugnant to the subject or context shall mean and include his heirs, executors, administrators and representatives) of the One Part: AND

3rl Mriganka Sekhar Chowdhury son of Late H. Chowdhury at present residing at Nutan Chati in the town of Bankura by religion Hindu and by occupation Landholder hereinafter called "the said Purchaser" (which expression unless excluded by repurnant to the subject or context shall mean and include his heirs, executors, administrators, representatives and assigns) of the Other Part:

WHEREAS

the said Promode Kishore Banerjea a Dayabhaga Hindu was the absolute owner of the one and two storied brick built house land tenements messuage hereditaments and premises at Nutan Chati in the town of Bankura

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Registrar u/s 7 (2)

Bankura particularly described in the Schedule hereunder written.

AND WHEREAS on or about 16th day of October 1937 the said Fromode Kishore Banerje a died intestate leaving the said house land tenement messuage hereditament and premises and leaving his surviving six sons Romendra Kishore Banerjea, Brojendra Kishore Banerjea (Vendor), Satindra Kishore Banerjea, Bhabendra Kishore Banerjea, Sankar Banerjea and Bhaskar Banerjea and sole widow Sm. Usha Rani Banerjea as his heirs and legal representative.

AND WHEREAS on or about 7th day of May 1962 the said Usha Pani Banerjea a Dayabhaga Hindu died intestate leaving her surviving her said six sons as her heirs and legal representatives.

AND WHEREAS in the premises each of the said six sons of the said Fromode Kishore Banerjea b ecame the absolute owner of an undivi -ded one sixth share in the said house land tenement messuage hereditaments and premises and absolutely seised and possessed thereof,

AND WHEREAS by an Indenture of Mortgage dated 17th day of December 1954 registered at the Calcutta Registry Office the said Romendra Kishore Banerjea and Sankar Banerjea mortgaged unto one Sri Sunil Kanti Sen Gupta their undivided one third share in the said house land tenement messuage hereditaments and premises.

AND WHEREAS the said Romendra Kishore Banerjes and Senkar Banerjea having failed and neglected to redeem the said mortgage notwithstanding the expiry of the period of redemption thereof on the 17th day of June 1955 the said Sunil Kanti Sen Gupta instituted in or about June 1967 mortgage Suit No. 267 of 1967 in the 1st Court Munsif at Bankura for the enforcement of the said

mortgage;

AND WHEREAS

AND WHEREAS the preliminary and the final mortgage decrees R. L. were duly made and passed in the said suit directing a sale of the undivided one third share of the said mortgagors in the said house land tenements hereditaments and premises.

AND WHEREAS during the pendency of the said mortgage suit the said Romandra Kishore Banerjea by a Deed of Conveyance dated المردة . 16th October, 1967 for the consideration mention therein absolutely sold and conveyed his undivided one sixth share in the said house land tenements messuage hereditaments and premises subject to the said mortgage and the said suit to one Gunendra Nath Roy.

AND WHEREAS after the said sale the mid Gunendra Math Roy was added as a party defendant in the said suit.

AND WHEREAS mortgage execution Case No.5 of 1973 was initiatod by said Sumil Kanti Sen Gupta in execution of the said final decree in the said first Court of Munsif at Bankura.

AND WHEREAS pursuant to an order for sale made and passed in the said execution case the undivided one third share of said Fomendra Kishore Banerjea and Sankar Banerjea in the sald house land messuage tenements hereditaments and premises was sold at a public auction on the 9th day of September 1974 and was purchased by said Sunil Kenti Sen Gupta with the leave of the Court at the price of Rs. /3,046.20 which was set off against his decretal dues.

AND WHEREAS the said sale was duly confirmed by the said Court by an order dated 11th day of October 1974 made and passed B. A in the said execution case.

AND WHEREAS pursuant of the said order the Sale Certificate

in respect of the sale bearing date the 8th day of September 1975 was duly issued under the seal of the said Court in favour of said funil Kanti Sen Gupta

AND WHEREAS by reason of the premises the said Sunil Kanti Sen Vupta became absolutely seized and possessed of and well and sufficiently entitled to an undivided one third share in the said house land messuage tenement hereditaments and premises at Nutan Chati in the town of Bankura

AND WHEREAS the Vendor Brogendra Kishore Banerjea purchased one third share of the said premises from the said Sri Sunil Kanti Sen Gupta by a Conveyance dated the 4th day of November 1975 and Tegistered in office of Registrar of Assurances Calcutta Book No. I Volume No. 243 Pages 249 to 258 Being No.623 in the year 1975, for the consideration therein mentioned and premises more particularly described in the Schedule therein as also hereunder mentioned;

AND WHEREAS the vendor has now become, by virtue of his inheritance (1th. share) and purchase (1rd share) the owner of undivided 1 share in the said premises and the Vendor has agreed to sell undivided 1 share in the house with land and premises at a price of Rs. 18,000/- (Rupees Eighteen thousand) only.

agreement and in consideration of the sum of Rs. 18,000/- (Rupees Eighteen thousand) in hand well and truly paid by the purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and discharge the purchaser as also the said undivided half share

in the said house land messuage tenements hereditament and premises) the Vendor doth hereby indefeasibly grant transfer convwy sale assure and assign unto the purchaser ALL THAT the undivided half part or share of and in All That the house land tenement messuage hereditament and premises consisting of land measuring 14 cottahs together with the one and two storied building standing thereon or on part thereof at Nutan Chati in the town of Bankura more particularly described in the Schedule hereunder written or HOWSOEVER OTHERWISE the said house land tenements messuage hereditaments and premises now are or is or at any time heretofore were or was situate, butted bounded called known B. I described or distinguished Together with all and singular the out houses, edifices, buildings, walls, years, compounds, ways paths passages, drains, sewers, water courses and electric and other fittings and appurtenances whatsoever to the said house land tenement messuage hereditament and premises belonging or in any wise appertaining to or with the same or any part thereof which now are 2. or at any time heretofore were held used occupied enjoyed or accepted reputed deemed taken or known as part parcel or member thereof or appurtenant there to and ALL the estate right title interest claim and demand whatsoever to the Vendor into and upon the said ½ share of the house land tenement hereditament and premises and every part thereof free from all encumbrances to have AND TO HOLD the same unto and to the use of the purchaser absolutely and forever.

And the Vendor doth hereby covenant with the purchaser that he the vendor is now lawfully seized and possessed of -- and absolutely entitled to an undivided half share in the said house land tenement messuage hereditament and premises -- free from all encumbrances And That the same has not been --

nor any part thereof in or are subject to any attachment And that the Vendor has now in himself good right full power and absolute authority to grant transfer and sell an undivided half share in the said house land tenement messuage hereditament and premises hereby granted sold and transferred or expressed or intended so to be, unto and to the use of the purchaser in the marner aforesaid and that the wrchaser shall at all times be entitled to remain in peaceful possession of the said undivided A. . half share in the said house land messuage tenement hereditement and premises and to realise and enjoy the rents issues and profit thereof without any interruption claim or demand whatsoever from or by the Vendor or persons claiming through or under him and But further that the "Vendor and all persons lawfully or equitably claiming under or through the Vendor any estate right title or interest in the said house land tenements messuage hereditament and premises or any part thereof shall and will from time to time and all times at the request and cost of the purchaser do and execute and cax; cauge to be done and executed all such acts deeds and things for further and more perfectly assuring the said undivided half share in the house land tenement messuage hereditament and premises unto and to the use of the purchaserin manner aforesaid as shall or may reasonably be required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the undivided half part or share in all that the land tenement messuage hereditament and premises together with one and two storied brick built building standing thereon or on part thereof containing an area of fourteen cottahs be the same a little of more or less situate and lying at Mutan Chati in the town of Bankura comprised

No.58, Touzi No.7, Thannawar 227, Pargana Bishnupur District
Collectorate Registry, Sub-Registry, Chowki and Police Station
Bankura and butted and bounded on the North by the land or Indra
Nersyan Panday on the East by the house of Ram Saran Ghose on the
Couth by the main Public Road (now known as Ahalyabai Road) and on the West by the land of Furna Chandra Bhattacharya and in respect whereof on annual rout of Ps. 10.50 is payable to the Bankura
Collectorate.

B.26

IN WITNESS WHEREOF the Wendor hath hereunto set and subscribed his hand and seal the day and year first above -- written.

in the presence of:-

in the presence of:- & By Entra Kishore Romijle.

Qualified as Chartered Accountant.

RECEIVED of and from the within-named
Furchaser the within mentioned sug of
Rupees Eighteen thousand being the consideration money in full payable under these
presents:

Rs. 18,000/-

MEMO OF CONSIDERATION.

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Registrar u/s 7 (2)
of Assurances, Calcute
11/4/80

DATED THIS . 15 DAY OF JUNE 1979

FROM.

SRI BROJEN DRA KISHORE BANERJEA

TO

SRI MRIGANKA SEKHAR CHOWDHURY

CONVEYANCE

Re:- House at Nutan Chati

Bankura



Registrar u/s 7 (2) of Assurances, Calcutte