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admissible under Regn. Rule-21, and
 under section 5/14 of the W. E. L. R.
 Act 1955. duly stamped / does not
 attract stamp duty under the Indian
 Stamp Act-1959 schedule IA No. 23
 Fee Paid Rs. 4/50
 Fee Paid Rs. 4/50

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Verified
R. O. H.

Date
28/5/90

Date
28/5/90
 Additional District Sub-Registrar
 Coochpur Dum Dum, North 24 Parganas

CONVEYANCE ON SALE OF IMMOVABLE PROPERTY
PRICED AT RS. 32,000/- (RUPEES THIRTY TWO THOUSAND).

THIS INDENTURE is made this the 28th day of May
 One Thousand Nine Hundred and Ninety BETWEEN SRI
SAIBAL DASGUPTA son of Sri Bimal Kanti DasGupta, by
 faith Hindu, by profession Businessman, residing at No. 213,
 Sri Aurobinda Sarani, Police Station Shyampukur, Calcutta-
 700 006, hereinafter called the "SELLER" or the
 "VENDOR"....

~~Sunder Lal~~
~~by~~ ~~whenever~~ ~~Party~~ ~~and~~
 24/5/90

Jaipur Collectorate
 Treasury

Presented for registration at..... A.M./P.M.
 on the 28th day of May 1990 at the
 Coosapur Dum Dum Additional District
 Sub-Registry Office/at.....
 by Sibal Das Gupta
 one of the executors/legatees,



Executed as per the

- by 1) Sibal Das Gupta
 2) Primal Kumbh Das Gupta
 3) Sri Anubind Sharma, Al = 6
 4) Parimal Das
 5) Sarona Sarda Datta
 6) Garat Chlang, Amount, Al = 81
 7) Pratap Singh Singh Sarda
 8) Arjun Kumar Sarda
 9) Harjinder Kishore Bhandari
 10) Aban Krishna Bhandari
 11) Suman Kaur Sarda
 12) Madhukar Sarda
 13) Chand P. Kumar Das
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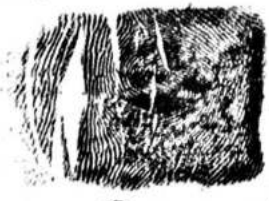
Sibal Das Gupta
 Additional District Sub-Registrar
 Coosapur Dum Dum, North 24 Parganas
 28/5/90

Sibal Das Gupta



28/5/90

Sibal Das Gupta



28/5/90

Parimal Das



28/5/90

Identified

by Sibal Das Gupta
 S/O W. K. Sarda Ch. Kishore
 of Retired NCO
 Phans Amila
 Dist. Al = 4
 By Chand P. Kumar Das
 17 Profession Cultivator/Business/Home with

Sibal Das Gupta
 Additional District Sub-Registrar
 Coosapur Dum Dum, North 24 Parganas
 28/5/90



- 2 -

" V E N D O R " (which expression where the context so admits shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the F I R S T
P A R T

A N D

(1) SRI PARIMAL DATTA son of Late Sasanka Sekhar Datta, residing at Sarat Colony, P. O. Rajbari Colony, Police Station Dum Dum Airport, Calcutta - 700 081, (2) SRI PRATAP SINGHA ROY son of Late Raj Kumar Singha Roy, (3) SRI NRIPENDRA KISHORE BARDHAN son of Late Abani Kishore Bardhan, (4) SRI SANKAR DEY son of Late Nirode Mohan Dey and (5) SRI DILIP KUMAR DAS son of Sri Atul Chandra Das, all of Village : Chandpur Palli, P. O. Rajbari Colony, Police Station Dum Dum Airport, Calcutta - 700 081, all by faith Hindu, by profession Businessmen, hereinafter collectively called the "C O N F I R M I N G P A R T I E S" (which expression where the context so admits shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the S E C O N D P A R T



- 3 -

A N D

(1) SMT. SWAPNA MALAKAR wife of Sri Narayan Chandra Malakar, and (2) SRI NARAYAN CHANDRA MALAKAR son of *Sri N. Laxan Chandra Malakar* both by faith Hindu, by profession No. 1, Housewife, No. 2, Business, both residing at No. 4, Khalisha Kotta Pally, P. O. Dum Dum, District North 24 Parganas, hereinafter called the "PURCHASERS" or the "VENDEES" (which expression where the context so **admits** shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART

WHEREAS the Vendor above named Sri Saibal DasGupta, is the sole beneficial owner alone without joint interest and is fully seized and possessed of or otherwise well and lawfully entitled to the piece or parcel of land measuring 4 Cottahs 6 Sq.ft. including passage along with 1' ft. drain in the western side, be it same a little more or less, situated

In Swarnam Alapur
 by Phalaru Palle
 24/5/2017
 Collector's
 Treasury
 No. 18

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 Additional District Secy -
 - 28/5/17



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within plan plot marked as 'B' comprising Dag No. 1806/2115 recorded into R. S. Khatian No. 342 in Mouza Sultanpur, J. L. No. 10, more fully elaborated below in the respect of its history of title gradual devolution and particularly written hereunder in the Schedule and for greater clearness delineated on the map or plan annexed hereto and thereon depicted with boundaries thereof coloured red all which land shown on the annexed plan is hereby intended or expressed by the Vendor to be sold, transferred conveyed assigned and assure to the purchasers namely Smt. Swapna Malakar and Sri Narayan Chandra Malakar herein comprised together with all manner of easements, all manner of passage rights, together with previlages and liberties thereto and appurtenances whatsoever therewith free and clear of all encumbrances.

A N D W H E R E A S Dag No. 1806/2115 containing land area .40 Decimal included and recorded into R. S. Khatian No. 342 with Rayat Dakhali interest (formerly Rayat Sthitiban) yielding annual revenue Jama of Rs. 6-15-0 P for land measuring in total 2-10 Acres under the former land Lord Naba Krishna Roy Chowdhury and...

S. Sureshna Malabar
by ~~thakal~~ ~~subanta~~ Pally
~~...~~

Assistant Collector
Treasury
~~...~~

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	3721



Date

Assistant Collector (T) ...
Coastguard Dist. Insp., North Bd. P.O.

28/5/90

and others later substituted by the present Land Lord Govt. of West Bengal represented by the Concerned District Collector, situate lying at Mouza Sultanpur, Touzi No. 173, J. L. No. 10, Pargana Calcutta, Sub-Registry - Additional District Sub-Registry office Cossipore Dum Dum within the District North 24 Parganas, was jointly held occupied and possessed by One Chakayat Ali Mondal and Bankulla Mondal of Village Birati along with their other properties acquired by virtue of settlement (Bandobast) and purchases.

A N D W H E R E A S by a Kobala dated 24-07-1953 registered at Sub-Registry Office Cossipore Dum Dum and recorded in Book No.1, Volume No. 50, at pages 203, to 206, Being No. 4505/1953 the said Chakayat Ali Mondal transferred by way of absolute sale of his share in the property aforesaid to the joint purchasers Nirad Mohan Dey, Tarapada Dey, Monoranjan Dey and Sishu Ranjan Dey. And thus Nirad Mohan Dey and others as above became the owners of the half of the said property which they duly seized and possessed and occupied. The remaining other half of the property belonging to Bankulla Mondal was enjoying and possessed by Fakir Ali Mondal (son) and daughter's Joharannessa Bibi and Rahimannessa Bibi, the only legal heirs and heiresses left by Bankulla Mondal at his death intestate.

A N D W H E R E A S by a registered Kobala dated 02-12-1953 one Taoshar Ali Mondal purchased from the said Joharannessa Bibi and Rahimannessa Bibi their $\frac{1}{2}$ ($\frac{1}{2}$ th of the whole) share jointly inherited by them from their deceased father Bankulla Mondal, the other half of the inherited property (i.e. $\frac{1}{2}$ th of the whole) being unsold and remaining with their brother, the said Fakir Ali Mondal, the only son of the deceased Bankulla Mondal.

AND...

A N D W H E R E A S by a Kobala dated 24-07-1953 registered at Sub Registry Office Cossipore Dum Dum and entered into Book No. 1, pages 265 to 268, Being No. 4506/1953, the said Taoshar Ali Mondal transferred his right title and interest by way of absolute sale of his share on the said property acquired by him, by purchase from the daughters of Bankaulla Mondal, to the above said Nirad Mohan Dey and others.

A N D W H E R E A S the said Fakir Ali Mondal, also transferred his inherited $\frac{1}{2}$ share (i. e, $\frac{1}{2}$ of the whole property) to One Saila Bala Majumder by a registered Kobala dated 09-12-1952.

A N D W H E R E A S by a Kobala dated 21-01-1954 registered at Sub-Registry Office Cossipore Dum Dum and copied in Book No. 1, Volume No. 9, pages 141 to 143, Being No. 260/1954, the above said Nirad Mohan Dey and others purchased the portion held by and from the above said Saila Bala Majumder. Thus in manner stated above, the said Nirad Mohan Dey and others became jointly the holders of the property aforesaid and their names wereduly recorded in equal shares R.S. Record which was finally framed and finally published under Sub- Sec. 2 of Section 44. And the said property was recorded in to R. S. Khatian No. 342 with Rayat Dakahli interest yileding total Jama of Rs. 6- 15as- 3 P for land area 2.10 Acres.

A N D W H E R E A S while in use occupation enjoyment and possession jointly the said Nirad Mohan Dey and others jointly transferred by way of absolute sale of the land described below in the Schedule along with others to the purchaser Sri Bimal Kanti

Das

DasGupta, the immediate predecessor-in-interest of the Vendor Sri Saibal DasGupta herein comprised. the Sale Deed was executed on 20-05-1960 and registered on 21-05-1960 at Sub-Registry Office Cossipore Dum Dum and copied in Book No. 1, Volume No. 69, at pages 140 to 145, Being No. 4570/1960.

A N D W H E R E A S the Vendor to these presents Sri Saibal Das Gupta acquired the land measuring 4 Cottahs 6 Sq.ft. including passage along with 1' ft. drain on the Western side of the land particularly described in the Schedule by virtue of a Deed of Gift absolutely and forever made by his father the said Sri Bimal Kanti DasGupta which was registered on 28-03-1984 at Sub-Registry Office Cossipore Dum Dum and copied in Book No.1, Volume No. 58X, at pages 202, to 208, Being No. 2263/1984. The Donee saibal Das Gupta the said Gifted land for all the material time over since he acquired the same by virtue of the Gift and he has full power and indefeasible title to transfer it in any way he chooses.

A N D W H E R E A S the Vendor does not have the capability to find out a purchaser/s to sell the property to them described in the Schedule in its original condition unless and until the same is developed and improved by raising filling and concerning its conveniently with proper passages and drainages, involving heavy immediate expenditure which the Vendor no means can accommodate for himself and the Vendor therefore, conveniently for exigencies sake and agreed with the Confirming Parties hereto and entered into an agreement with them to improve the property to the Vendor by the Confirming Parties in manner mentioned above and given to understand as per the terms and conditions of the agreement between the Vendor....

Vendor and the Confirming Parties that the property after its proper development made by the Confirming Parties at their costs and labour the said property would be sold either to the Confirming parties or to the party or parties selected and nominated by the Confirming Parties hereto and the purchasers of this Sale Deed being the persons nominated by the Confirming Parties for their purchasers of developed and improved land measuring an area of 4 Cottahs 6 Sq.ft. including passage along with 1' ft. drain on the Western side for or at the purchase money of Rs. 32,000/- (Rupees Thirty two thousand) only, given by the Purchasers to the Vendor which the Vendor admits to have received and out of which the Vendor has paid a sum of Rs. 19,975/- (Rupees Nineteen thousand Nine hundred and seventy five) only, to the Confirming Parties as the labour and development costs and the Vendor has accepted the sum of Rs. 32,000/- (Rupees Thirty two thousand) only, as the fixed consideration price detailed in the Memo of Consideration for his sale of land measuring 4 Cottahs 6 Sq.ft. including passage along with 1'ft. drain on the Western side in the Schedule together with all manner of easements rights of passages and appurtenances free and clear of all encumbrances.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :

In pursuance of what has been described in above in details and in consideration of the fixed price of Rs. 32,000/- (Rupees Thirty two thousand) only, paid by the Purchasers to the Vendor before the execution of these presents and the receipts whereof the Vendor doth hereby admit and acknowledge and of and from the same and discharge the purchasers as well as the property hereby conveyed the Vendor doth hereby grants, convey, sell, transfer, assign...

assign and unto the Purchasers all that the piece or parcel of Rayat Dakhal Revenue paying land measuring 4 Cottahs 6 Sqft. including passage along with 1' ft. drain on the Western side yielding proportionate rent of revenue 22. paise by the same a little more or less situate lying at Mouza Sultanpur, Pargana - Calcutta in R. S. Khatian No. 342, Dag No. 1806/2115 as shown in the annexed plan being fully described in the Schedule below and delineated in the annexed plan hereto coloured with red border OR HOWSOEVER OTHER WISE the said land which now is/ or at any time heretofore was or were butted and bounded called known numbered described or distinguished together with rights liberties privileges all manner of easements and appurtenances belonging and all the estate right title interest property claim and demand whatsoever of the Vendor into out or and upon the said piece or parcel of land hereby conveyed unto the Purchasers.

TO HAVE AND TO HOLD the said property absolutely and forever the Vendor and the Confirming Parties do hereby deliver vacant and khas possession of the same to the Purchasers and the Vendor along with the Confirming Parties in manner as appearing below :-

a) The Vendor has good right full power absolute authority and indefeasible title to grant, convey, transfer and assign and assure the said piece or parcel of land and premises hereby sold conveyed and transfer unto the Purchasers in manner as aforesaid being confirmed by the Confirming Parties.

b) The said piece or parcel of land and premises shall be quietly and peaceably entered into and hold and enjoyed and possessed absolutely...

absolutely and the rents issues and profits received there from by the Purchasers without any interruption claim or demand by the Vendor and the Confirming parties and without any lawful eviction disturbance or interruption by any other person or persons whomsoever.

c) The said piece or parcel of land and premises hereby sold conveyed and transferred unto the Purchasers is freed and discharged from or otherwise by the Vendor and Confirming Parties sufficiently indemnified against all and all manner of encumbrances claim and demands whatsoever created occasioned or made by the Vendor or any of his predecessor-in-interest or any person or persons whomsoever.

d) The Vendor and every person or persons having or lawfully claiming any estate right title and interest into or upon the said piece or parcel of land and premises hereby sold conveyed and transferred unto the Purchasers or any part thereof shall and will at all times hereafter upon every reasonable request and the cost of the Purchasers make, do acknowledge and execute and perfect all such further and other lawful and reasonable acts, deeds and things assurance and matters and whatsoever for the further better and more perfectly assuring the said piece or parcel of land and premises unto the Purchaser in manner as shall or may be reasonably required.

e) The said piece or parcel of land and premises or any part or portion thereof or any interest therein have or has not vested in and/or are or is not acquired by the State of West Bengal Estates Acquisition Act, 1953 or Statutory modification thereof or any other law for the time being in force.

f)...

f) The Purchasers will be entitled to mutated their names in respect of the said piece or parcel of land with the authorities concerned.

g) If it transpires that the said piece or parcel of land and premises hereby sold conveyed and transferred by the Vendor and the Confirming Parties are not free from encumbrances as herein before covenanted the Vendor will be liable both in Civil and/or Criminal actions to the Purchasers and the Vendor will be further bound to make good any loss to be sustained by the Purchasers.

SCHEDULE REFERRED TO ABOVE :

District North 24 Parganas , Police Station Dum Dum, Sub-Registry office at Additional District Sub-Registration Office Cossipore Dum Dum and Pargana-Calcutta Mouza - Sultanpur, pertaining to J. L. No. 10, R.S. No. 148, Touzi No. 173, Former Land Lord Naba Krishna Roy Chowdhury and others substituted by the present Land Lord Govt. of West Bengal represented by the Concerned District Collector recorded into R. S. Khatin No. 342, with Rayat Dakhali interest shown land area 2.10 acres yielding annual revenue Jama Rs6-15-3P.

R. S. Dag No. 1806/2115 classified as ' SHALLI ' land in upon and out of which the land area by local measurement 4 (Four) Cottahs 6 (Six) Sq.ft. including passage along with 1' ft. drain on the Western side be it a little more or less as delineated and.

and depicted by red border on the site plan annexed hereto and which is a part of this Sale Deed, was the land gifted to the Vendor and accepted by him which is now sold and transferred by him to the purchasers hereto. The proportional annual rent of revenue payable to the landlord for this land is Rs.....as 32..P.

The land is sold to the purchasers together with all manner of easements, all manner of rights of passages for men and materials all other manner of rights, drains, water courses, laying water pipe, electricity and telephone line connections overhead or under ground all other related rights liberties, privileges and appurtenances belonging thereto. The land sold hereby is used for agricultural purposes and has been kept harmless and free from all encumbrances, whatsoever.

The land sold hereby is butted and bounded in manner as following :-

ON THE NORTH BY : Plot marked 'A' as shown on the annexed plan.

ON THE SOUTH BY : Plot marked 'C' as shown on the annexed plan.

ON THE EAST BY : By Plot marked as No. 7.

ON THE WEST BY : ~~Plot marked as~~ Land of C.S. Dag No. 1846.

IN...

IN WITNESS WHEREOF the Vendor and the Confirming Parties do heretunto set and subscribed their respective hands and the day month and year first above written. The Confirming Parties whereof further on account of more perfectly assuring this sale deed do hereby surrenders and transfers all their interest in and upon the agreements between the Vendor and the Confirming Parties in favour of the Purchasers herein comprised.

SIGNED AND DELIVERED

In the presence of :

1. Pradip Banerjee
Tanakalya
Calcutta

2. Gour Mohan
Bhadra, Dumurdum
Calcutta - 7

✓ Saibal Das Gupta.
(Signature of the Vendor)

✓ Parimal Chatterjee
✓ Pratap Singha Ray
✓ Vinay Kumar Kishor Bhardwaj
✓ Sankar Raju Ray
✓ Dilip Kumar Das

(Signature of the Confirming Parties)

RECEIVED of and from the within named purchasers within mentioned sum of Rs. 32,000/- (Rupees Thirty two thousand) only, as per Memo of Consideration given below :.

MEMO...

MEMO OF CONSIDERATION

Received Three hundred twenty pieces of currency notes of the Reserve Bank of India @ Rs 100/- (Rupees One hundred) only each. Amounting to (Rupees thirty-two thousand) only. Rs 32,000/-.

WITNESSES:

1. Pradip Banerji
Tanakdaga
Cal-49.

2. Gour Mohan
Bastha, Dum Dum
Cal-79

Saibal Das Gupta.
(Signature of the Vendor)

Parimal Saha
Govt P Singha Ray
Kinfender Kishor Baidya
Sankar Ray
Dilip Kumar Das

(Signature of the Confirming Parties)

Deed prepared by me as per Draft.
Sri Pradip Kumar Pal
of Regta, P.S. Dum Dum
Calcutta - 65
Licence No. D.W. XVI-9

Typed by :

B. Sahoo
B. Sahoo,
Dum Dum Road,
Calcutta -30.

