

MIS Packart India - Cay-67 Date: 19. 7. 2020 25000 4-400 -Tease 205-9-4-043-00..... 1 02 ... 29 da. c. - Septlon. sullaine agrit famile Execution is admitted by A. D. S. R. Chinajet Paul
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Partners - Hamely SREEMATI AVA CHOWDHURY, wife of Sri Barun Chowdhury, by religion- Hindu, by occupation Business-cum-House-wife, at present residing at 44/1, Grey Street, Calcutta-700 006, A H D SREEMATI SWATI CHOWDHURY, wife of Sri Debabrata Chowdhury, by religion- Hindu, by occupation-Business-cum-House-wife, at present residing at HB-233, Salt Lake, Calcutta-700 091 A H D SREEMATI TAIDRA CHOWDHURY wife of Sri Satyabrata Chowdhury, by religion Hindu, by occupation business-cum-house-wife, at present residing at C-113, Housing Society HDSE-I, New Delhi-49, A H D SRI PARTHA MIDWHICK, son of Sri Binoy Krishna Bhowmick, by religion - Hindu, by occupation - Business at present residing at Kamelgarh, I chapore, Hawabgunj, District 24-Pargenas(North), A H D SRI TIRTHA MIDWHICK, son of Sri Binoy Krishna Bhowmick, by religion - Hindu, by occupation Business at present

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Parganas (North), A N D SREEMATI MOLY DAS, wife of Sri Debashis Das, by religion Hindu, by occupation Business-cumHousewife, at present residing at 2/31, Mall Road, Calcutta-700 080, hereinafter called and described as the "PURCHASERS"
(which expression shall unless otherwise excluded by or
repugnant to the subject or context be deemed to mean and
include its present and future partners and their respective
heirs, executors, administrators, representatives and
assigns) of the OTHER PART:

WHEREAS one Sreemeti Taru Bala Paul, now deceased, of 13A/47, Ariff Road, Police Station Ultadanga, Calcutta-700 067, was the sole and absolute owner of a but with a piece or parcel of land measuring more or less 9 Cottains situated at the Premises No.1, Jamaharlah Dutta contd..p/4

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Lane, Calcutta-700 067 and another plot of land measuring 7 Cottains more or less together with sieds and structures situated at the Premises No.1/la, Jaharlal Dutta Lane, Calcutta-700 067 and all other rights thereto.

AND WHEREAS the said Sreemati Tarubala Paul died intestate as a Hindu on 5.2.85 leaving behind surviving her four sons, Shri Santi Ranjan Paul, now deceased, Shri Ranjit Kumar Paul, now deceased, Shri Ajit Kumar Paul and Shri Chirajit Kumar Paul, the Vendor herein, as her heirs and legal representatives to inherit her estate in equal shares.

ATD WHEREAS the said Ranjit Kumar Paul died intestate as a Hindu on 8.2.94 leaving behind surviving his widow Sreemati Ira Paul and two sons Shri Amitava Paul and Shri Somit Paul to inherit his estate in equal shares.

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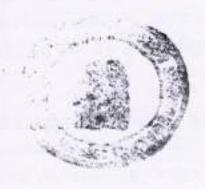
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Taru Bala Paul thus became and entitled to their respective shares in the said joint property in that Shri Santi Ranjan Paul, now deceased, Shri Chirajit Paul and Shri Ajit Kumar Paul will have undivided 1/4th share each and of Sm. Ira Paul, Shri Amitava Paul and Shri Somit Paul will jointly have undivided 1/4th share of the property left by Taru Bala Paul.

AID WHEREAS to have the said joint property parti-tioned amongst the co-sharers by metes and bounds in accor-dance with their respective shares, Shri Santi Ranjan Paul,
now deceased, filed a Suit being Title Suit No.70 of 1997
in the Court of Learned Civil Judge, Senior Division at
Sealdah against his other co-sharers.



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AND WHEREAS during the pendency of the said suit the Parties thereto had agreed to divided the said joint property into four plots being Plots A, B, C and D and accordingly a site plan of the joint property was prepared containing four plots with clear demarcation and delineation by border lines.

ted

AID MIRREAS pursuant to such compromise the parties to the said Partition Suit filed a Compromise Petition dated the 18th September, 1997 in the said Court giving particulars of the didivided portions of the parties described in Sche--dules A, B, C and D to the said Compromise petition and also making the said site plan as a part of the said Compromise pstition.

NID WieRsas by an Order dated the 22nd September, 1997 the said Learned Civil Judge, Senior Division, Sealdan decreed

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the said suit in final Form in terms of the said Compromise petition which formed part of the final decree passed in the said suit.

Vendor herein became the sole and absolute owner of All That the plot 'C' measuring more or less 4 Cottains 9 Chittacks with structures having brick built wall and tin roof tegether with all fittings and fixtures and all rights thereto situated at and being the Southern middle part of the Premises No.1 and 1/14, Jaharlal Dutta Lane, Police Station Ultadanga, Calcutta-700 067 within Ward No.13 of the Calcutta Municipal Corporation, fully described in Schedule 'B' of the Compromise petition.

Vendor herein has been put into physical possession of plot

'C' portion of the plan measuring more or less 4 Cottains

Chittacks and the Vendor is absolutely seized and possessed of the said allotted property.

ORS M/s fackart India Octoutta Collectorate. Treesury, 25000 500h 4000 10 259100 se incrimed by property of the same of the same of STEEL STATE OF THE Tetileges live ou for Busulation is a Levi toulder . See . AND THE PROPERTY OF THE Legisters error al well to the while were the manager Sociath, Diet 84 Parganas (South S 1800 W 1800

has declared his intention to sell a portion of the said property measuring more or less 1 Cottain 10 Chittacks (out of 4 Cottains 9 Chittack) with structures thereon being Southern part of the Premises No.1 and 1/14, Jaharral Dutta Lane, calcutta-700 067 and to use temporarily 12 ft. wide passage and the Purchasers being the owner of the adjacent Plot 'D' proposed to purchase the said portion of the land with structures thereon and offered the sum of &.3,70,000/-(Rupees three Lacs seventy thousand) only as the consideration money and the Vendor has accepted the offer as marketable and has agreed to sell the property with tenants to the Purchasers at the above agreed price.

HOW THIS DIDENTURE WITHESSETH that in pursuance of the said oral agreement and in consideration of the sun of is. 3, 70,000/-(Rupees three lakis seventy thousand) only paid by the Purchaser to the Vendor on or before the execution of these presents, the receipt of which the Vendor doth hereby as well as by the receipt hereunder written admit and acknow--ledge and of and from the same and every part thereof forever acquit, discharge and release the said property hereby intended to be conveyed, the Vendor doth hereby indefeasibly grant, convey sell and transfer unto the Purchasers ALL THAT divided and demarcated the said portion of the land with structures thereon shown and delineated in the amered plan being the Southern middle part of the Premises No. 1 and 1/1A, Janarial Dutta Lane, under Police Station Ultadanga within the limits of Ward No.13 of the Calcutta Municipal Corporation described in the Schedule hersunder OR HOWSOZVER OTHERWISE the said property be known numbered, described and distinguished TOGETHER WITH all areas, fences, compounds, ancient and other lights ways

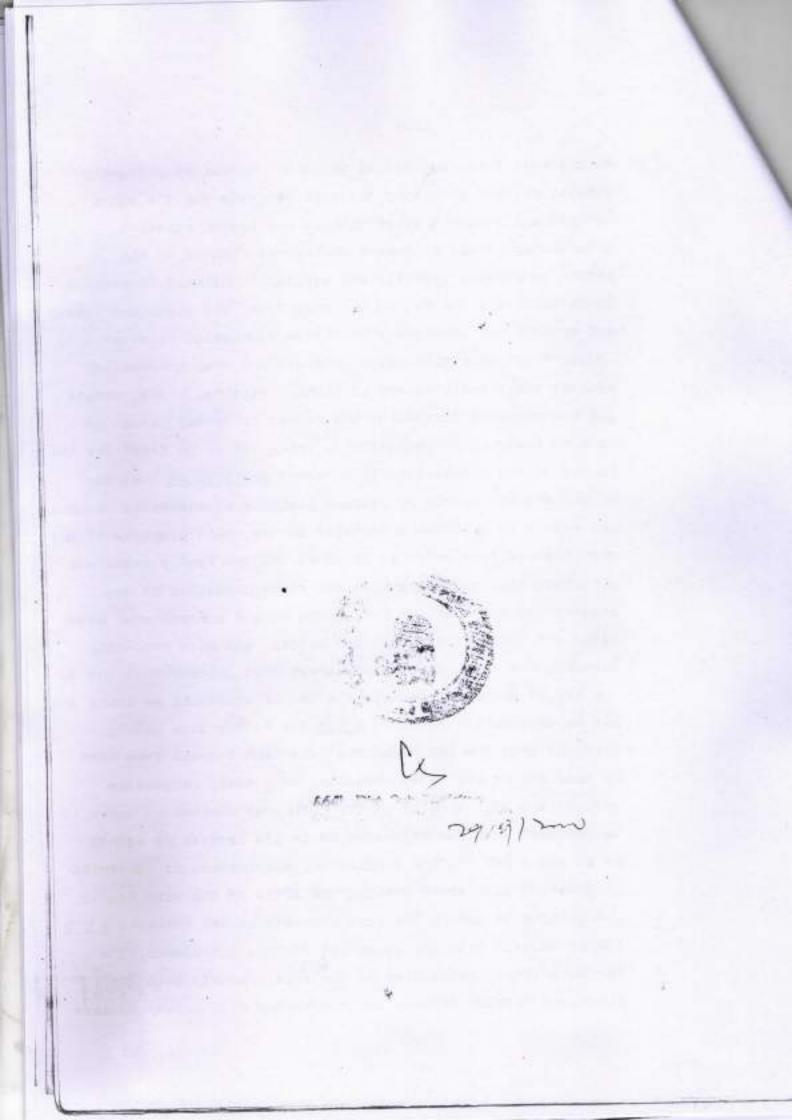
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paths passages sewers drains walls and water courses and all manner of rights privileges easements advantages and appurte--mances whatsoever to the said land hereditaments and premises being part of te said Premises No.1 and 1/1A, Jaharlal Dutta or any part thereof now or heretobefore were used occupied or enjoyed and the reversion or reversion, remainder and remainders and rents, issues and profits ther of thereunder also covenant with the Purchasers, that in case of sale of the balance portion more or less 3 Katha of the said property together with 12'ft. wide passage Purchasers shull be given first preference to purchase the same A H D ALL the estate right title interest property claim or demand whatspever both at law and in equity of the Vendor into and upon the said property or any part thereof TO HAVE AND TO HOLD the property unto and to the use of the Purchasers absolutely and forever ATD the Vendor doth hereby covenant with the Purchaser that Notwithstanding any act deed or thing whatspever the Vendor or may of his agents done executed or knowingly suffered to the contrary he the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to said property being part of the Premises No.1 and 1/1A, Jahar Lal Dutta Lane, hereby granted or expressed and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of encumbrances. charges conditions use trust or any other thing whatsoever to alter defeat encumber or make void the same A N D THAT notwithstanding any such act deed or thing whatsoever as afore--said the Vendor has now good right full power and absolute authority to grant, convey and transfer the said property free from all encumbrances and charges and equities unto and to the use of the Purchasers in manner aforesaid A H D that the

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Purchasers shall and may at all times hereafter peaceably quietly possess and enjoy the said property and the rents profits and issues thereof without any lawful eviction interruption claim or demand whatspever from or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted expherated released dis--charged and ot erwise saved harmless and keep indemnified against all and all manner of claim, equities, liens, estate and encumbrances created by the Vendor or by any person or persons lawfully or equitably claiming for or in trust for the Vendor or his predecessor-in-interest AID FURTHER that the Vendor and all person or persons lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute such acts. deeds and things whatsoever for better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall and may be reasonably required A H D the Vendor doth hereby covenant with the Purchaser that the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced unto the Purchaser or to its lawyers or agents or at any trial hearing commission, examination or otherwise as occasion will arise proving the title of the said Vendor and assigns to and in the said property hereby conveyed A H D simultaneously with the execution of this conveyance, the Vendor delivers possession of the said property unto the Purchaser through tenants and the Vendor doth hereby declare



that there is no impediment in the matter of transferring the said property to the Purchaser <u>AID FURTISE</u> the Purchaser shall have the right to record his name in the Assessment Register of Calcutta Municipal Corporation as owner of the said property and will pay the rates and taxes and the Vendor hands over the documents to the Purchaser as described in Schedule "A" below.

SCHADULE OF THE PROPERTY ABOVE REFERRED TO:

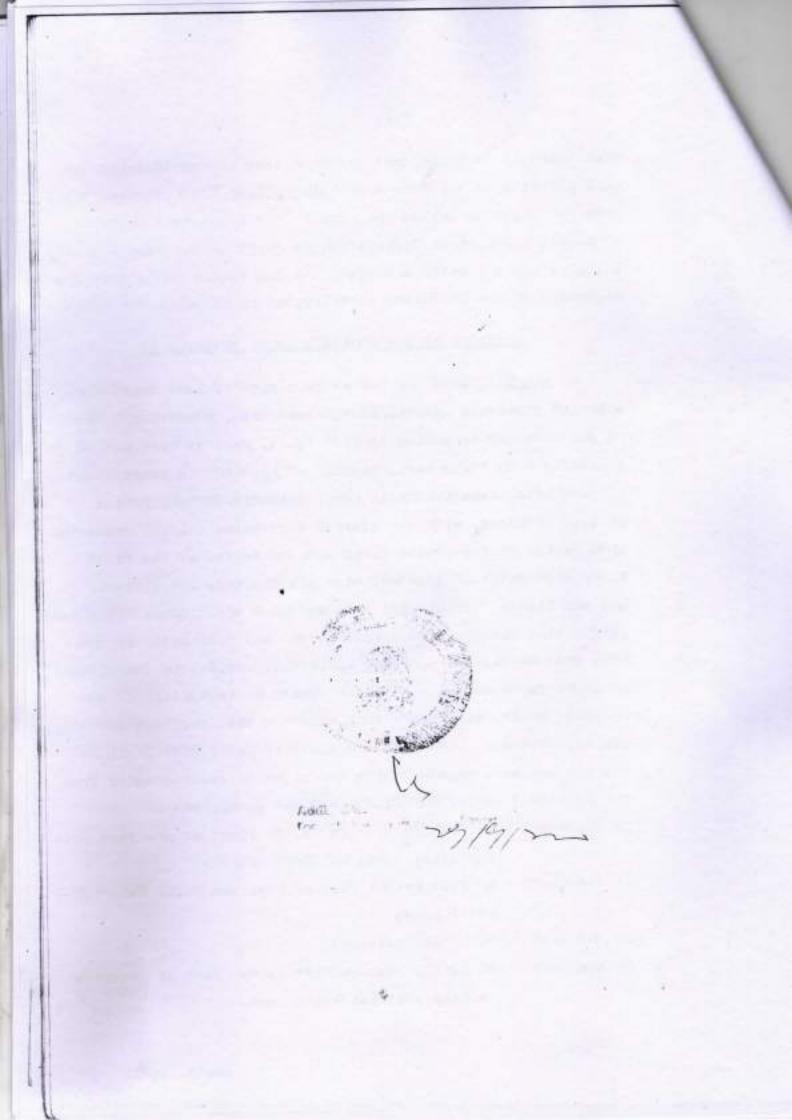
ALL THAT part and parcel of a plot of land together with old structure in dilapidated condition, measuring 1 Cottain 10 Chittaks corresponding to 1100 sq.ft. more or less out of 4 Cottains 9 Chittain being portion of Plot 'C' in premises Ho. and 1/1A, Jaharlal Dutta Lane, Calcutta-700067, Police Station Ultadanga with two storied structures thereon measuring 1160 sq.ft. on the ground floor and 600 sq.ft. on the first floor with tin roof together with all fittings and fixtures and all rights thereto also with easement right temporarily over 12'ft. wide passage on the West shown and delineated in the Plan with border Red annexed, A.D.S.R.O., Sealdah in the District of 24-Parganas(South) within the limits of Ward No.13 of the Calcutta Municipal Corporation, together with rights, easements, drains, sewerage, pipe line and electric meter with fittings thereto and also together with the right to realise rents from the tenants therein, BUTTED AND BOUNDED as follows :-On the North - by portion of Plot No. 'C' (part of premises No.1

and 1/14, Jahar Lal Dutta Lane); On the South - by Plot No.'D' part of Premises No.1, Taharlal

On the South - by Plot No. 'D' part of Premises No.1, Maharlal Dutts Lane;

On the East - by 12'ft. passage;

On the West - by 12'ft. Passage/Plot No.'A' part of premises
No.1/1A, Jaharial Dutta Lane.



SCHEDULE OF DOCUMENTS (HANDS OVER TO THE PURCHASERS BY THE VERIDOR:

- (1) Kerox copy of final compromise decree dated 22.09.1997 with Bartition Plan passed by Ld.Asst.District Judge(Sr. Division) at Sealdan in Title Suit No.70/1997 between Santi Ranjan Paul - Plaintiff -vs- Chirajit Paul & others-Defendents.
- (2) Tax Receipts granted by Calcutta Municipal Corporation in respect of the premises - (xerox copy)
- (3) Blactric Bills.
- (4) Counter Part of Rent Book.

HECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 3,70,000/-(Rupess three labbs seventy thousand)only in full satisfaction of the consideration money as par memo below :

MEMO OF CONSIDERATION: Atlahabari Mank | Habo OF Chaque No. 229973 (4.6.00) Rs. 1,00,000 00. By Account Payer Chegrie NO 229934 (1202) . Bo. 1,00,000.00. By Account Payee chaque No. 229995 (25.900) B. 1,70,000.00, dated 25 9 00 drawn on

Total = %.3,70,000.00

(Rupees three labis seventy thousand only)

Chirajet Poul

The same to make 29/9/200

III WITIESS WHEREOF the Vendor hath hereunto set and subscribe his hand and seal on the day month and year first above written.

SIGNED SEALED SID DELIVERED at

Calcutta in the Presence of :

Chinajet Toul Signature of the Vender.

Wi thessesi-

1. Sagar Bohara

Long Godsinda Ch. Bahava.

1, Jahan Kal Futta Kane Pack & T.

2. Systimmey Premanene Sto Late Santimos framanene 10/10, Atal Sunti

Drafted by me: -

Arit Kurner Bosa Advocate.

Regn. NoWB 345/1981.

Typed by:-

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Civil Court Scaldan, Calcutta-700014:

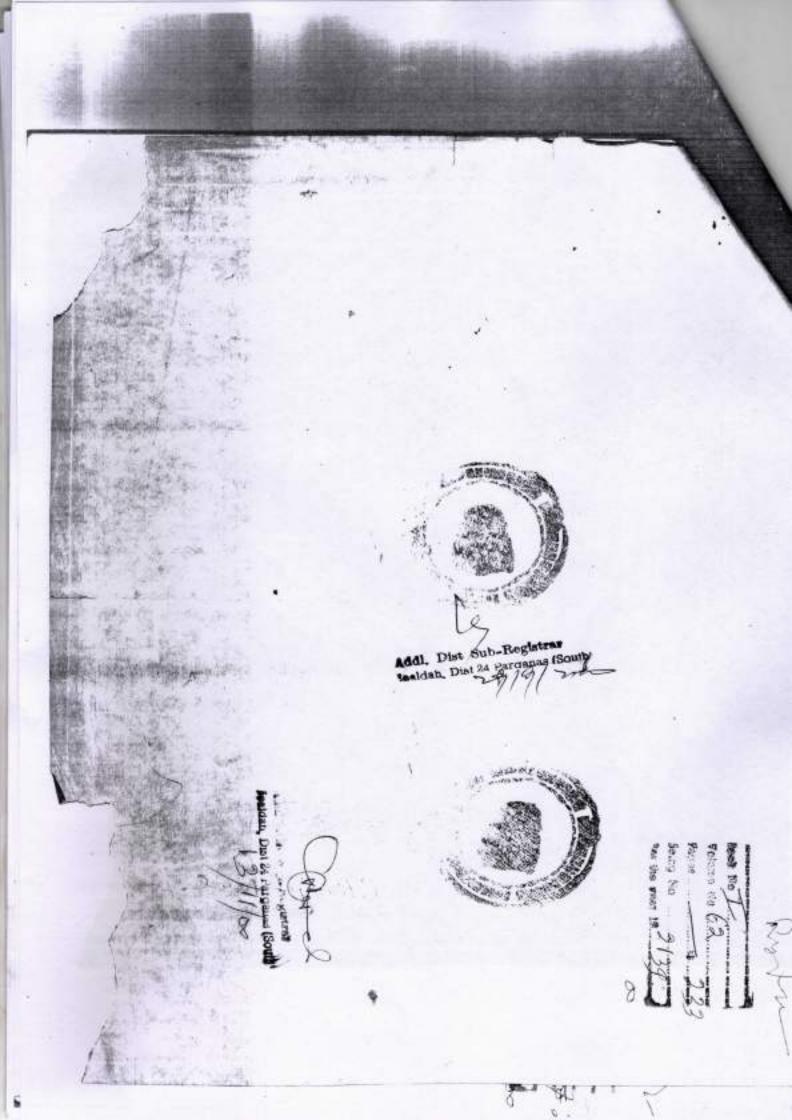
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PORTION OF PLOT C AT PRE NO. PLAN OF SITE JAHAR LAL DUTTA LANE CALCUTTA :-WARD NO. 13 P. S. ULTADANGA 700067, UNDER C.M.C. SCALE :- 16' FT = 1" IN. SRI CHIRAJIT PAUL VENDOR'-MESSES PACKART INDIA PURCHASER :-AREA: 1160 SFT (G.F) COV (F. F). SFT 600 COV AREA :-JAHAR LAL PORTION OF PLOT -NO C (PART OF PRE NO 1 2 1/14 JAHAR LAL BUTTA LANK PRE MO. 1/14. 23.00 RINTING Tol P. R. 50'- 5" 90 f. F. G. F. PART 0 PLOT NO D PART OF PRE NO. | JAHAR LAL DUTTA LANE DRAWH B TUSAR GAHEL

S. PASSED ADV

WIDE PASSAGE P PLOTA

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DAY OF

BETWEEN

WHIL GHRAJIT PAUL ... YEIDOR:

AND

MESSRS. PACKART DIDIA ... PURCHASER:

COHVEYANCE:

Drawn by1-

MR.ASIT KUMAR BASU, ADVOCATE, SEALDAN COURT COMPLEX Room No.101, 1st.floor Calcutta-700014.