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24-Pa: 11-80

THIS INDENTURE made this the 20th day of One Thousand NOV Nine Hundred and Eighty BETWEEN

(1). SRI BIBHUTI BHUSAN CHOUDHURY son of late Kali Krishna
Chowdhury, aged about by religion Hindu, by occupation
business residing at 5/21, Bijoygarh, Police Station Jadavpore,
Calcutta-700032, District 24-Parganas and (2). SRIMATI BIJOYA
RANI MAITRA wife of Sri Dhirendra Nath Maitra, aged about by
religion Hindu by Occupation house-wife, residing at 2/65, Gandhi
Colony, Calcutta-700040. Police Station Jadavpore, District
24- Parganas, hereinafter called the VENDORS (which
expression shall unless excluded by or repugnant to the context
be deemed to include their heirs, legal representatives,
executors, administrators, and assigns) of the FIRST PART.

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AND

SRI TARAPADA SANYAL S/O. LATE HARALAL SANYAL aged about

by religion Hindu, by occupation Ser Business residing at

Shantipore, Burrabazar, Post Shantipore, P.S. Shantipore,

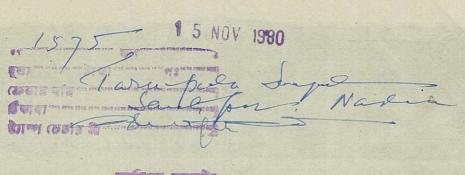
Dist. Nadia. hereinafter called the PURCHASER (which

expression shall unless excluded by or repugnant to the

context be deemed to include his/her heirs, legal representatives,

executors, administrators, and assigns) of the OTHER PART.

WHEREAS Sri Bibhuti Bhusan Chowdhury and Sreemati Bijoya Rani Maitra seized and possessed all that 10 (ten) bighas of land, little more or less at Mouja Nayabad, Police Station, Jadavpur, previously of Tollygunge, in the District of 24- Parganas, Sub-Registrar Office, Alipore, Pargana Khaspore, R.S. No.3, J.L.25, Touzi No.56 within District Settlement Khatian Nos.1 and 48, Previous Khatians Nos.5 & 6, Comprising of present Dag Nos.194, 196, 197 & 205, all the four dags were in previous Dag Nos.102.



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sations) of the OHELL PART.



3.

WHREAS the said Vendors have seized and possessed absolutely without interference of others through a sale Deed executed by Sarbasree Subodh Krishna Mondal, Sunil Krishna Mondal, Sudhir Krishna Mondal and Amiya Krishna Mondal, all the four are the sons of late Kumud Krishna Mondal of Boweli, P.S.Budge Budge, District 24- Parganas, in favour of the Vendors on a truly paid consideration, mentioned therein, which was registered in the office of the District Registrar at Alippre on 23, 3, 79 in Book No1 Volume No.66, Pages Nos, 88 to 92 in being Nos, 1532 of 1979.

THE SAID 10 bighas of land, while transferred to the Vendors of these presents inadvertantly written in the Conveyance in being No.1532 of 1979, as Dag No.191 Khatian Nos.116, in place of Dag Nos.194, 196, and 205 in Khatian No.1 and 48 in Mouja Nayabad P.S. Jadavpur, District 24 Parganas. This has since been corrected by a Deed of Declaration which has been registered at the District Registrar's office at Alipore on 16.9.80 in being No. 7612 of 1980.

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Vendors on a truly pale ophenderation, continue torrein, which was registered in the office of the District Resistrar bt Aliphe on 23. 3. 79 in Book Wor Volume Mo. 56, Pages Ros. 68 to 92 in being Kod. 1552 of 1979.

THE BAID 10 bignes of land, while transferred to the vendors of these proses a instrumently written in the converses in the being mo. 1572 of 1579, as Dag No. 191 Khatlan Mos. 116, in place of Dag Mos. 194, 196, and 205 in Khatlan sio. 1 and 48 in moute flayabed R.S. Sedevior, District 20 Pargames. This abs since Deen corrected by a Deed of Declaration which has been replaced the District Registrar's office at Aligors on 15.9.80 in being the District Registrar's office at Aligors on 15.9.80 in being No. 1872 of 1835.

WHEREAS the said Subodh Krishna Mondal, Sunil Krishna Mondal, Sudhir Krishna Mondal and Amiya Krishna Mondal inherited the said 10 bighas of land along with other properties from their father late Kumud Krishna Mondal, The said Subodh Krishna Mondal and his other three brothers named above were in possession of the inherited properties along with the aforesaid 10 bighas of land jointly with their other Co-Sharers. While they werein joint possession, one of their Co-Sharers sold away their right, title to one Nagendra Nath Dey Sarkar and others of Baishnabghata. One of the Co-Sharers M/s. The Subarban Agriculture Dairy and Fisheries Pvt. Ltd. filed a partition Suit in the 3rd Sub-D Judge Court at Alipore to effect Partition of the Properties among the co-sharers on meets and bounds. As per the decree and order No.596 dated 14th July, \$971, of the said 3rd. Sub-Judge at Alipore, the said Subodh Krishna Mondal and his three brothers got possession in their share the said 10 bighas of sali land which is demarcated as "Ba" (in Bengali) in the partition plan or Map annexed thereto.

NOW THE VENDORS above-named have desired to sell the said property there in above-mentioned by deviding into several small plots and whereas the Purchaser has wanted to purchase Plot No.34 measuring 3 cottahs 2 chittacks, 18 sq.ft. little more or less of Sali land out of the above 10 (ten) bighas of land belonging to Vendors in consideration of Rs.1,102/- (Rupees one thousand one hundred and two only) and the Vendors have agreed to sell at the said prize and have accepted the offer.

Now this Indenture Withesseth that in consideration of the said sum of R. 1,102/- (Rupees One thousand one hundred and two) only well and truly paid by the said purchaser to the

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to the Vendors (the receipt whereof the Vendors hereby acknowledge) and the Vendors hereby transfer for ever right, title and interest to the purchaser by way of sale all that 3 Cottahs 2 Chattaks 18 sq.ft. described more perfectly in the schedule hereto, TOGETHER WITH liberties, easement; privileges and appendeges whatsoever to the said land, belonging to or in anywise appertaining to or with the same or any part thereof usually held, used, or enjoyed or reputed to belong with all the estate right, title and interest whaysoever to the Vendors into and upon and the said land to have to hold the said land fully described in the schedule hereto hereby granted transferred confirmed and conveyed or expressed and intended to be so and every part thereof unto the purchaser that the Vendors now hath an indefeasible and absolute title as and for an estate equivalent to an estate in free single in possession free from all encumbrances attachment liens or charge whatsoever created by the Vendors.

The Vendors doth hereby convenant with the purchaser as follows : -

(1). The interest which the Vendors doth hereby transfer, Subsists and that they have good rightful power and absolute authority to grant convey gransfer assign assure and confirm the said land herein comprised and hereby granted transferred asigned and confirmed and every part or parts thereof respectively together with their and every of their respective rights members and appurtenances whatsoever unto the purchaser.

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- (2). It shall be lawful for the purchaser from time to time and at all times hereinafter to hold and enjoy the said land and every part or parts thereof respectively with his/her rights members appurtenances and to receive the rents issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons whatsoever.
- (3). The said land is free from and against all manner of encumbrances or charges what so ever.
- (4). The Vendors and all and all every other person or persons having or lawfully or equitably claiming an estate right tittle or interest whatsoever into out of or upon the said land or any part or parts thereof respectively shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser make do acknowledge execute and perfect all such and further lawful and reasonable acts deeds conveyances matters and things whatsoever for the further better or more parfectly assuring the said land and every part or parts thereof respectively together with their and every of their respective rights members and appurtenances unto the purchaser in the manner aforesaid as shall or may be reasonably required.



SCHEDULE

ALL THAT the plot Nos. 34 measuring 3 cottahs 2 chittacks and 18 sq.ft. and formed out of 10 bighas of sali land comprising of present Dag No. 194, 196, 197 and 205 in present Khatian No. 1 and 48 Nayabad, Pargana Khaspur Touzi Nos. 56, J.L. Nos. 25, R.S. No. 3, within the jurisdiction of Police Station Jadavpur, Sub-Registrar Office at Alipore in the District of 24-Parganas. The proportionate and appropriate rent of the said land to be paid to the Government of West Bengal. The said Plot No.33, measuring 3 cottaks, 2 cottahs and 18 sq.ft. of land marked red in the map annexed hereto is butted and bounded by the

North

Plot Nos. 33

Rast

Dag Nos. 196

South

Plot No.35

West

25' wide common path way.

There are paths and a vacant land in the Centre of the said ten Bighas, which shall be kept vecant for the common use of the Purchaser of the plot, formed out of the above 10 bighas of sali land along with others.

In witness whereof the Vendors and the purchaser hath hereunto set and subscribed their hands and seals on the day month and year First above written.

EXECUTANTS.

Signed, sealed and delivered 1. Bilehuli Bhusan Chowdhury in the presence of - 2. Biladyd Rahi Mallia

Witnesses :

Bimalenda Das grupta Tentul Ceria, Sonarpur. Zy Pgs,

