

5000 Rs.



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THIS INDENTURE made this 14.11.....
day of August One Thousand Nine Hundred Ninety Two
(1992) BETWEEN SHRI SAMBHU NATH DAS, Son of Late
Ramesh Chandra Das, by faith Hindu, by occupation-
Businessman, residing at 15/5/1, Jheel Road,
(Vivek Nagar) under Police Station - Kasba,
District - South 24-Parganas, Calcutta - 700 075,

Disputat

...p/2

$$\begin{array}{r} 175 \\ 175 \\ \hline 1969 \end{array}$$

1,800,000-

5000Rs.



-: 2 :-

hereinafter called the 'VENDOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and representatives) of the ONE PART.

A N D

SRIMATI KRISHNA CHAKRABORTY, Wife of Shri Soumya Kanti Chakravorty, by faith Hindu, by occupation Service, by Nationality - Indian, residing at 6, South Park, Santoshpur, under Police Station-Kasba, District - South 24-Parganas, Calcutta-700 075 hereinafter called the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context

be...

5000Rs.



-: 3 :-

be deemed to include her heirs, executors,
administrators, representatives and assigns)
of the OTHER PART.

WHEREAS by an Indenture of Conveyance
made on 3rd December, 1951 which was registered on
13th February, 1952 in the office of the Sub-Registrar
at Alipore in Book No.1, Volume No.18, Pages 256 to 265
Being No.766, for the year 1952 one Shri Ramesh Chandra
Das (father of the Vendor) Son of Late Ganga Sagar
Das, purchased all that piece and parcel of land
measuring about 5 Cottahs and 33 Sq.Ft. be the same

a

5000Rs.



-: 4 :-

a little more or less upon which a brick-built house of partly Three storied and Partly Two storied created therein then knownas "CHARU BHABAN" and numbered as 6, South Park, Santoshpur, Calcutta - 700 032 (at present Calcutta - 700 075) from the Modern House of Land Development Company of 9, Gariahat Road, Calcutta at or for valuable consideration mentioned in the said Conveyance.

AND WHEREAS the said Ramesh Chandra Das the father of the Vendor died on 15.2.1977 after making and publishing his last WILL and

Testament...

5000Rs.



-: 5 :-

Testament dated 31st March, 1976 where he gave devised and bequeathed 1/5th equal share each to his daughter-in-law, the Wife of his first son, Shri Ajit Kumar Das, Shri Biswanath Das, Shri Sambhu Nath Das and Shri Bijoy Kumar Das of the said premises known as "CHARU BHAVAN" 6, South Park, Santoshpur, Calcutta - 700 075 and all necessary easement and rights.

AND WHEREAS a family settlement and partition was made on 29.08.1983 in between

the ...



-: 6 :-

the legal heirs of Late Ramesh Chandra Das as described in his Last WILL, by the said Partition Deed Vendor became the absolute owner of both the Ground Floor Flats (otherwise known as Flat No.1 & 2, One on North Side and the other on South Side) along with its roofs and other attached 2/5th of vacant plots of land with all its common passage and common interest with other co-sharers, particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the said premises.

AND....

60 Rs.



-: 7 :-

AND WHEREAS the purchaser who has been a monthly tenant under the Vendor in respect of Flat at the Northern Side of the Ground Floor (Flat No.1) of the premises No.6, South Park, Santoshpur, Calcutta 700 075 and paid-off the rent payable in respect of her said property tenancy up to date has approached the Vendor to the sell the said Flat to her.

AND WHEREAS the Vendor has agreed to sell and the purchaser has agreed to purchase the self contained and independent flat on the Ground Floor and attached Vacant Plot of Land in the said premises

No...

-: 8 :-

No.6, South Park, Santoshpur, Police Station - Kasba, Calcutta - 700 075, which is more fully described in the Schedule mentioned hereinbefore including proportionate share of land on which the said entire building has been created constructed and equal and common rights to use and enjoyment of all common areas including common passage of 6'-0" wide and facilities appertenant to the said premises together with attached vacant plots of land being demarcated will be used by the purchaser solely and exclusively with all common interest of Ground Floor of the said premises and also attached vacant plots of the Vendor herein at and for a consideration of Rs.1,80,000/- (Rupees One Lac Eighty Thousand Only) free from all encumbrances hereafter as the said flat but never-the-less subject to terms, conditions and covenants herein contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement in consideration of the said sum of Rs.1,80,000/- (Rupees One Lac Eighty Thousand Only) of the lawful money of Union of India well and truly paid by the purchaser to the Vendors at or before the execution of these presents (the receipt whereas the Vendor doth hereby as well as receipt thereunder written admit and acknowledged and of and from the same and every part thereof acquit release

and..

and forever discharge the said Flat to the purchaser) the Vendor doth hereby indefeasibly grant convey transfer sell assure and assign unto the purchaser ALL THAT self contained and independent Flat located on the Northern Side of the Ground Floor along with Eastern Portion attached 2/5th of vacant plots at premises No.6, South Park, Santoshpur, Calcutta - 700 075 measuring a built up area of 621.79 Sq.Ft. more or less together with proportionate share of lands where on the said entire building has been constructed and also Eastern Portion solely and exclusively will be used by the purchaser alongwith the portion of Eastern Side of the Vacant land on the Ground Floor of measuring about 1116.39 Sq. Ft. more or less together with proportionate equal share and common right in respect of common areas and common facilities available and necessary for peaceful use and enjoyment of the flat including entrance, service area of Ground Floor, Common passage up to the Stair case, Water Reservoir, Passage, Lobbies landing and spaces of the said building as shown in the plan attached herewith and more fully mentioned in the schedule hereunder written free from all encumbrances, charges, claims, demands, liabilities, attachments whatsoever, TOGETHER WITH ALL erections, standing thereon including yards, courts, areas, drains, ways, paths, light, electric lines, passage, common other

passage...

passage , water , watercourse, water-reservoirs, pump overhead water tank together with the roofs where there are situated erected fixture AND all manner of former and other rights, liberties, privileges easement and benefit, whatsoever to the said land and premises belonging to as in anyway appertaining thereto usually held or enjoyed. Therewith as reputed to belong to or be appertenant thereto and the reversion or reversions reminder or remainders and the rent is issues and profits threof AND and all the estate, right , title and interest of the Vendor and all other persons having any beneficial interest into or upon the said premises having any and every part thereof and the documents and other evidence of title which exclusively relates to the said flat or any part thereof or may be in the custody powers on possession of any person from them she can procure the same without action or suit to TO HAVE TO HOLD the same unto and to the use of the purchaser absolutely and forever as and fror an indefeasible title or inheritance in fee simple in possession free from all from encumbering shares, claims, demands, and attachment whatsoever but never the less subject to the terms and conditions and covenants herein contained.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- (1). That the Vendor hath good right, title power and absolute authority and indefeasible title...

-: 12 :-

and from and aga inst all manner of estates, mortgages, charges, liens, lispens, claims, demands attachments, debts, liabilities and encumbrances whatsoever.

(iv).

and further he the Vendor and all other person having or lawfully or equitably claiming any estates right , title, interest, properly claimed or demand whatsoever into and upon the said premises hereby granted, sold, conveyed, transferred assign and assure the said property or intended to so to be through under the or interest of the Vendor and the Vendor will from time to time and at all times hereafter at the request and costs of the purchaser to do and execute or cause to be done and md executed all such acts, deeds, matters and things for further better and more perfectly and satisfactorily granting transferring and assaring the said premises and every part thereof unto and to use of Purchaser in manner aforesaid as shall or may be reasonably required.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES
HERETO as follows:-

(1).

After this Indenture is executed , the

Purchaser...

Purchaser shall have right to build a new house/a room on the vacant land after taking proper permission for the Calcutta Municipal Corporation and she shall have reason her right to occupy and possess the said rebuilt portion exclusively including the roofs and the Vendor Shall have no right, title claim over the said roof of the re-built portion of flat.

(ii).

So long the flat purchased by the Purchaser is not separately assessed by the Calcutta Municipal Corporation the Purchaser shall be or the and pay the proportionate share of the Municipal Taxes payable for the said flats for the date of purchase and all arrear of Municipal rating and taxes prior to the date of purchase shall be borne by the Vendor.

(iii).

The Purchaser will bring in new meter and electric connection in her flat at her own expenses, So long such new meter and new connection is not available, the Vendor will prove shifting for the old meter and the purchaser will be get for such period.

(iv)...

-; 14 :-

- (iv). The purchaser shall be entitled to to make built erect, construct on vacant land a new building and also entitled to make additions and alteration of her flat at her own cost and expenses.
- (v). The purchaser will use her Flat together with Eastern portion of her plots and the roof of the building in her own manner.
- (vi). None of the parties hereto will create any nuisance to the peaceful use and enjoyment of the said flat and the easement thereof.
- (vii). None of the parties will place and store any articles or goods on the common area of stair case or otherwise in any way create any disturbances in free use and ingress and egress on the respective flats and portion of the building.
- (viii). The purchaser shall be entitled to take Telephone lines electric lines, gas lines, and other amenities required for beneficial use and enjoyment of the flat purchased by her and for the said purpose she can dig the common passage and areas for taking the..

-: 15 :-

the lines and wire underneath and the ground but she shall restore the same in its original position at her own cost and expenses; The Vendor will impart his full effort and active help in this regard.

(ix). IN all other matters which are not specifically mentioned here usual customs and practices applicable in and around Calcutta will be applicable.

-: SCHEDULE ABOVE REFERRED TO :-

ALL THAT self contained and independent flat measuring 621.79 Sq.ft. in the ground floor together with the sole and exclusive right to use of the purchaser including the adjoining vacant land measuring 494.65 Sq.ft. on the space total area measuring about 1116.39 Sq.ft. on the Eastern Side portion of the existing Building being Premises No.6, South Park, Santoshpur, & P.S. Kasba, Calcutta - 700 075 measuring about 1116.39 Sq.ft.

IN WITNESS WHEREOF THE Parties hereunto have set and subscribe their respective hands and seal

by..

-: 17 :-

Received from within named purchaser
the within mentioned sum of Rs. 1,80,000/- (Rupees One Lac
Eighty Thousand Only) being the Consideration Money in full
as per Memo below:-

-: MEMO OF CONSIDERATION :-

BY A/C. Payee Cheque No. 086422
Dated. 14-08-1992 On Canara Bank Gadagpur Branch
in favour of the Vendor.

Witnesses:-

1. Shyamal Mr. Dae
r/o 2, Charak Avenue Gafu
P.S. Kabbu, Cal-75.
2. Sonny Kant Chakraborty
6 South Park Santoshpur, Calcutta - 700078

Drafted by me and
Prepared in my office.

Advocate.

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FORM 3 No. 505
Page 413-427
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DATED THIS THE 14th DAY OF AUGUST

DEED OF CONVEYANCE

SHRI SAMBHU NATH DAS.

..... Vendor.

TO

SHIMATI KRISHNA CHAKRAVORTY

... Purchaser



3-1-95



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(50)

4-1-95

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Registrar of Calcutta

Mr. Dilip Kumar De, Advocate,
6, Old Post office Street,
Room No. 61, (Ground floor),
Calcutta - 700 001.