

P 18265

P-07/43

5000Rs.



MV
1006666
3D
10677
D
16.5.06

25010/ 852383 A = 5000
B.D. = 25010/ 30010/



Tap



23+4+4 = 31039f
E = 4f
E = 4f
H = 28f
4/68 4f
3333f

Tailor

23+4+4

300000

A = 3289

E = 28

F = 28

M(6)

THIS INDENTURE is made this the 16th day of May. Two
Thousand Six BETWEEN DR. JAYANTA BASU, Son of Late Ajit Kanta
Basu, by faith-Hindu, by occupation-Medical Practitioner, at
present residing at 13, Ballygunge Place, P.S. Gariahat,
Kolkata-700 019, hereinafter called and referred to as the
VENDOR (which expression shall unless excluded by or repugnant
to the context be deemed to mean and include his heirs, execu-
tors, successors, legal representatives, administrators and
assigns) of the ONE PART :

MARKET VALUE RS AND
Exempted vide I GR'S No 110/06 & 111/06 dt. 31.07 06
B D Rs 42409f
B D No 857584 dt 23/4/06
Regn. Fees Rs 4666f

25.9.06
Sub-Registrar
Alipore South 24 Pargana

(2)

A N D

(1) SHRI TAPESHWAR PANDIT, Son of Late Paltu Pandit, by faith-Hindu, by occupation-Business, and (2) SMT. CHANDRAWATI PANDIT, Wife of Shri Tapeswar Pandit, by faith-Hindu, by occupation-Housewife, both residing at 66B, Dr. Girindra Sekhar Bose Road, Flat No.2A/2B, P.S. Kasba, Kolkata-700 039, hereinafter jointly called and referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART :

WHEREAS the land and hereditaments containing 12 Acres 87 decimals lying and situate at Mouza-Madurdaha, J.L.No.12, R.S. No.212 under Collectorate Touzi No.2998, P.S. formerly Tollygunge then Jadavpur at present Tiljala, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.108, A.D.S.R. Office Sealdah, District 24-Parganas since 24-Parganas (South) was recorded in Rayati Dakhali right in the names of Raiyats of the said land namely Kali Charan Pramanik and Guiram Pramanik in Revisional Settlement Khatian No.187 of Dag No.455 in finally published Records of Rights.

AND WHEREAS thereafter, Guiram Pramanik and Smt. Ekadashi Pramanik, Wife of Late Kali Charan Pramanik by a Registered Deed of Sale registered at the Office of the Sub-Registrar Alipore and recorded in Book No.I, Volume No.39, Pages 178 to 182, Being No. 4718, for the year 1962, sold, transferred and conveyed their right, title and interest in respect of the said land measuring 12 Acres 87 decimals more or less unto and in favour of Kumar Singh Chajjar.

AND WHEREAS while the said Kumar Singh Chajjar enjoyed the said area of land exercising all rights of Ownership thereto died intestate as a Widower and issueless as such after his death under the Dayabhaga School of Hindu Laws by which the said Kumar Singh Chajjar was governed his brother Shri Paban Singh Chajjar inherited the aforesaid land along with other landed properties left by the said deceased Kumar Singh Chajjar.

AND WHEREAS while the said Paban Singh Chhajjar enjoyed the said landed properties by a Registered Deed of Gift registered at the Office of the Sub-Registrar, Lalbag, Murshidabad and recorded in Book No. I, Volume No. 19, Pages 198 to 201, Being No. 1576, for the year 1969, granted, transferred, conveyed, assured and assigned the said landed properties by way of Gift unto and in favour of his Two Nephews 1) Shri Mihir Kumar Chhajjar and 2) Shri Utpal Kumar Chhajjar who jointly enjoyed the said properties in ejmali rights.

AND WHEREAS thereafter, facing various difficulties to enjoy the said properties jointly in equal rights the said two brothers by a Deed of Partition effected Partition and/or division of the said ejmali properties among themselves by metes and bounds and the said Deed was registered at the Office of the Sub-Registrar, Azimgunj and recorded as Deed No. 890, for the year 1981. As per the said Partition Mihir Kumar Chhajjar was allotted a separately demarcated area of 6 Bighas of land of the said Mouza-Madurdaha absolutely and forever in respect of his Sixteen annas share.

AND WHEREAS the said Mihir Kumar Chhajjar thereafter sold, conveyed and transferred most of the land out of the said 6 Bighas to different buyers.

AND WHEREAS the said Mihir Kumar Chhajar by an Indenture registered at the Office of the District Sub-Registrar, Alipore and recorded in Book No.I, Volume No.217, Pages 186 to 193, Being No.8840, for the year 1982, sold, transferred and conveyed out of the balance land a piece and parcel of land measuring 3 Cottahs 7 Chittaks 2 Ganda more or less being Plot No.17, comprising R.S.Dag No.455 under R.S.Khatian No.187 of the said Mouza-Madurdaha through the Constituted Attorney Shri Uttam Kumar Chhajar unto and in favour of Smt. Tapasi Mehra, the Predecessor of the Vendor of these presents for a valuable Consideration mentioned therein.

AND WHEREAS thereafter, by an Indenture registered in the Office of Additional Registrar of Assurances-I and recorded in Book No.I, Volume No.138, Pages 100 to 115, Being No.4145, for the year 2001, the said Smt. Tapasi Mehra granted, sold, transferred and conveyed the said plot of land measuring 3 Cottahs 7 Chittaks 2 Ganda more or less being Plot No.17, comprising R.S.Dag No.455 under R.S.Khatian No.187 of the said Mouza-Madurdaha, unto and in favour of Dr. Jayanta Basu, the Vendor of these presents for a valuable Consideration mentioned therein.

AND WHEREAS subsequently a Portion of land has been left aside for opening 20' ft. Wide Road and in actual survey and measurement the said land is found to be a little more or less 3 Cottahs 5 Chittaks 31 Sft., more or less.

AND WHEREAS after purchasing the said land the said Dr. Jayanta Basu mutated his name in the Office of the B.L. & L.R.O. in respect of the area of land.

...

For the Vendor

AND WHEREAS subsequently, the Vendor herein got his name mutated in the Office of the Kolkata Municipal Corporation in respect of the area of land being Premises No. 1330, *Assessment No-3110805-16385*,

AND WHEREAS the Vendor is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said land more fully described in the Schedule hereunder written having unfettered right, title or interest thereto and free from all charges, encumbrances and attachments whatsoever.

AND WHEREAS the Vendor agreed to sell the said piece and parcel of land measuring 3 Cottahs 5 Chittaks 31 Sft., more or less being Plot No.17, free from all encumbrances at a fixed price or Consideration of Rs.2,00,000/- (Rupees Three Lacs) only and the purchasers herein agreed to purchase the said plot of land at the said Consideration.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in Consideration of the said sum of Rs.2,00,000/- (Rupees Three Lacs) only well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo of Consideration hereunder written and of and from the payment of the same and every part thereof the Vendor doth hereby acquit, release and forever discharge the said Purchasers as well as the said land hereby sold) the Vendor doth hereby grant, transfer, convey, sell, assure and assign unto the Purchasers ALL THAT piece and parcel of land measuring 3 Cottahs 5 Chittaks 31 Sft., more or less being Plot No.17, lying and situate at Mouza-Madurdaha, J.L.No.12, R.S.No.212 under Touzi No.2998, comprising C.S.Dag No.448, R.S.Dag No.455, appertaining to

C.S.Khatian No.133, R.S.Khatian No.187, P.S. formerly Tollygunge then Jadavpur at present Tiljala under the Kolkata Municipal Corporation (Jadavpur Unit), Ward No.108, A.D.S.R.Office at Sealdah, in the District of 24-Parganas (South), morefully and particularly described in the Schedule hereunder written and delineated in the Map or Plan annexed hereto and shown by RED border lines OR HOWSOEVER OTHERWISE the said land and hereditaments now is or are or heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, bushes, water, water-courses and all other former and ancient rights, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said land belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof AND all the estate, right, title, interest, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said land and every part thereof AND all the deeds, pattahs, muniments, writings, evidences of title whatsoever relating to or concerning the said land and every part thereof which now are or hereafter shall or may be in the custody, power, control or possession of the Vendor or any person or persons from whom the Vendor may procure the same without any lawful action or suit TO HAVE AND TO HOLD the said land so to be unto and to the use of the Purchasers absolutely forever free from all encumbrances.

AND the Vendor doth hereby covenant with the Purchasers as follows :-

...

That Notwithstanding any act, thing, deed, matters whatsoever made done executed or knowingly suffered to the contrary the Vendor now has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said land hereby sold or expressed or intended so to be unto and to the use of the purchasers in manner aforesaid delivered vacant possession of the said land to the Purchasers simultaneously with the execution of these presents.

AND the purchasers shall and may at all times hereafter jointly peaceably and quietly hold, possess and enjoy the said land and hereditament or every part thereof and pay the rents and taxes to the Appropriate Authorities upon getting their names mutated in the Office of the B.L. & L.R.O. as well as in the Office of the Kolkata Municipal Corporation and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of his Predecessor-in-title and that free and clear, freely and clearly and absolutely acquitted, exonerated, discharged, saved harmless and keep the purchasers indemnified from or against all charges, estates, encumbrances created by the Vendor or any of his Predecessor-in-title and that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER the Vendor and all persons having lawfully or equitably claiming any estate or interest into or upon the said land or any part thereof from under or in trust for the Vendor shall and will from time to time or at all times hereafter at

the cost and request of the Purchasers do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said land to and unto the said Purchasers as shall or may be reasonably required.

IF any of the statements or covenants made hereinbefore by the Vendor is found to be false, untrue or any defect in title is detected hereafter the Vendor shall be liable for the same.

THE Vendor also declares that the land hereby sold has not been previously leased, mortgaged, mortgaged sold nor in any way transferred by the Vendor and there is no charge, lien, dispendens, encumbrances or any litigation nor any Case, Suit or Proceeding is pending before any Court of Law against the said land. The Vendor sold the said land while having good, clear and marketable title therein and free from all encumbrances.

THE Vendor also undertakes to execute and register any Deed of Rectification/Declaration or any Supplementary Deed in case any error or omission is found to have taken place in this Deed in future unto and in favour of the purchasers at their cost and expenses.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring 3 Cottahs 5 Chittaks 31 Sft., more or less being Plot No.17, lying and situate at Mouza-Madurdaha, J.L.No.12, R.S.No.212 under Touzi No.2998, comprising C.S.Dag No.448, R.S.Dag No.455, appertaining to C.S.Khatian No.133, R.S.Khatian No.187, P.S. formerly Tollygunge then Jadavpur at present Tiljala under the Kolkata

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Jeypats Barn
Municipal Corporation (Jadavpur Unit), Ward No.108, being Premises No. 1330, Maduradeha, Sub-Registry/A.D.S.R. Office at Sealdah, District 24-Parganas (South), with right to take electric, tap water, gas, telephone etc., connections through the 20' ft. Wide Road adjacent to the said Plot of land and the said land delineated in the Map or Plan annexed hereto and depicted by RED border lines, being butted and bounded as under :-

On the North : Plot No.19.
On the South : Plot No.15.
On the East : Others Land.
On the West : 20' ft. Wide Road.

Proportionate Annual Rent of Rs.0.30 Paise payable to the Collector, 24-Parganas (South), for the State of West Bengal.

The said land is used for the purpose of Agriculture.

IN WITNESS WHEREOF the Vendor has set and subscribed his hand the day, month and year first above written.

In presence of :-

1) *Ranjit Mondal*
18/3 Kali Kapur, Kol-99

2) *Sankar Tor Sen*
9/12 A Witali Nagar, Gosen
Kol-99, *Asst.*

Jeypats Barn

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V e n d o r

Memo ...

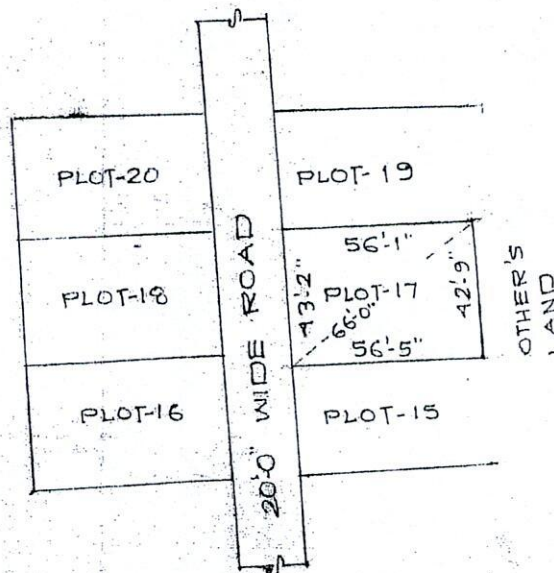
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SITE PLAN OF PLOT NO.-17 IN PART OF RS DAKHIN 455
RS KHATIAN NO-187 MOUZA-MADURDAHA JL NO-12
RS NO-212 TOUZI NO-2998 P.S.-TILJALA K.M.C WARD
NO-108 DIST-24 PGS(S)

SCALE : 1" = 50'-0"

AREA OF LAND :- 3K-5CH-315Q.FE. MORE OR LESS SHOWN
IN RED VERGE.

PURCHASERS :- 1. TAPESHWAR PANDIT &
2. SMT. CHANDRA WATI PANDIT.



Jayanta Bora

TRACED BY
D. MONDAL
[Signature]
15.5.2006.

Memo of Consideration

RECEIVED of and from the within-named Purchasers the within-mentioned sum of Rs.3,00,000/- (Rupees Three Lacs) only being the full Consideration money paid by the Purchasers in the following manner :-

1. By Pay Order No.083451, dtd.15/05/06, ... Rs.1,50,000.00.
drawn on Punjab National Bank,
Ballygunge, Kolkata Br.
2. By Demand Draft No.568414, dtd.15/05/06, ... Rs.1,50,000.00.
drawn on Canara Bank, Kolkata Br.

Total : Rs.3,00,000.00.

(Rupees Three Lacs) only.

WITNESSES :-

1) *Ranajit Mondal*
18/3 Kaliapur, Kol-79

2) *Sankar Das Sarker*
11/11/11 Nitai Nagar Green Park
Kol-79.

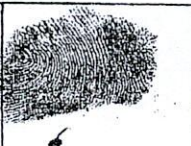









Jayanta Sinha
.....
Vendor

Drafted by me :

Anwar Kumar Das
13/378/81
Advocate
Alipore Police Court
Kolkata-27.

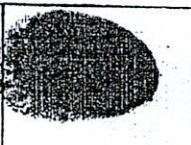

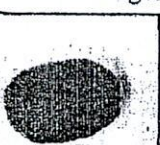
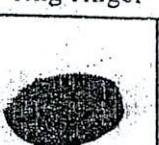






Typed by :

Jayanta Sinha.
Jayanta Sinha.

| | | Thumb | 1st finger | middle finger | ring finger | small finger |
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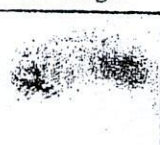




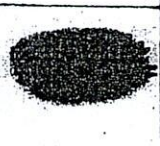

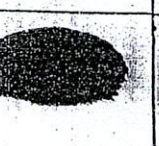
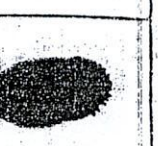
Name.....

Signature *Jayanti Bani*.....

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| | right hand |  |  |  |  |  |

Name....*CHANDRAWATI PANDIT*.....

Signature *चन्द्रवती पंडित*.....

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| PHOTO | left hand |  |  |  |  |  |
| | right hand |  |  |  |  |  |

Name....*TAPESHWAR PANDIT*.....

Signature *Tapeswar Pandit*.....

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Name

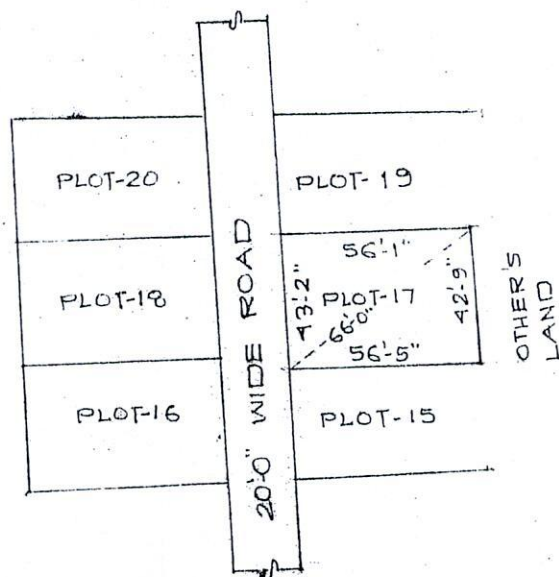
Signature

SITE PLAN OF PLOT NO.-17 IN PART OF RS.DAG NO.-455
R.S. KHATIAN NO.-187 MOUZA-MADURDAHA J.L. NO.-12
R.S. NO.-212 TOUZI NO.-2998 P.S.-TILJALA K.M.C. WARD
NO.-108 DIST.-24 PGS(S)

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PURCHASERS :- 1. TAPESHWAR PANDIT &
2. SMT. CHANDRAWATI PANDIT.



Jeypurto Baner

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D. MONDAL
R.M.
15.5.2006.