

Admissible under Regn. Ruic 21 and a so us (571), of the West Bengel L. R. Act. 1955, duly stamped (Examped from stamp daty) under the Indian Stamp Act. 1890 as amended in 1964.

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THIS INDENTURE is made the 21st day of September,

1981 BATWLEN SRI SANAT AUMAR LAHIRI son of Late Santosh Chandra Lahiri by religion Hindu by occupation service at present residing at 17 NA, Block - A, New Alipore, Calcutta-53, P.S. New Alipore, District 24-Parganas

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Parganas hereinafter called the <u>VERDOR</u> (which term or expression unless excluded by or repugnant to the context
shall mean and include his heirs, executors, administrators,
legal representatives, successors-in-interest and assigns) of
the <u>ONE PART: A M D GIL SOLICA GANGULY</u> daughter of Jyotish
Ganguly by religion Hindu by occupation student residing at
57/4, Ballygunge Circular Road, Calcutta-19, P.G. Ballygunge,
District 24-Parganas hereinafter called the <u>PURCHASER</u> (which
term or expression unless excluded by or repugnant to the
context shall mean and include her heirs, executors,

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executors, administrators, legal representatives, successorsin-interest and assigns) of the OTHER PART:

WHEREAS the Vendor is the rightful absolute owner of the properties situated and lying at District 24-Parganas, P.S. Sonarpur, Mouja Jagatdal comprised of R.S. Dag No. 3168 under Khatian No. 468 being recorded as Bangan that is agricultural land used for the agricultural purpose AND WHEREAS The Vendor is seized and possessed of and is sufficiently entitled to ALL THAT \* 18 Cottahs 12 chittaks of land recorded as Bagan in Dag No. 3168 AND WHEREAS the

above property originally belonged to Surendra Wath Das



Das Kayal who was a tenant in respect of the said property under the superior landlord Sashi Bhusan Bandopadhyay AND WHEREAS the said Surendra Wath Das Kayal was in actual khas possession and enjoyment of the said property on payment of rents to the superior landlord AND WHERMAS the name of said Surendra Math Das Kayal was recorded as such a tenant in the C.S. record of rights AND WHERMAS said Surendra Wath Das Kayal during his life time executed a deed of family settlement on the 15th. January 1957 whereby he settled all his properties including the above property in favour of his three sons Debendra Harayan Das Kayal, Dwijendra Harayan Das Kayal and Lokendra Narayan Das Kayal being his three sons and the said deed of family settlement was registered in the Sub-Registry

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at pages 24 to 37 as being no. 216 for the year 1257 and by virtue of such document surendra math was mayal reliminated his secular interest in respect of the said property and thereafter at the time of revisional settlement operation the superior zamindary interest vested in the state of west bengal by the operation of the west Bengal States Acquisition Act and the above properties were recorded accordingly in the name of the said three sons of Surendra math Das Mayal in the R.S. record of rights and they on payment of rents and taxes recorded their names in the State of West Sengal as well as in the Rajpur municipality and were enjoying the said property

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property in favour of the Vendor by two registered conveyances dated 23/1/1961 and 5.4.1963 respectively which were registered in the Sub Registry Office at Baruipore in its Book I, Volume 17 at pages 47 to 51 as Being No. 373 for the year 1961 and Volume No. 67 Book No. 1 at pages 269 to 272 as being No. 5245 for the year 1963 AND WHEREAS by the two conveyances the said three brothers sold .31 decimals of land to the Vendor and thereafter by virtue of the said purchases the Vendor became the rightful absolute owner of the said property and since purchase the Vendor is in actual khas possession of the said property and has recorded his name in the State of West Bengal and is regularly paying rents and is enjoying the said property through agriculture AND WHEREAS the Vendor for his necessity expressed his intention to sell the said property and coming to know the same the Purchaser offered to purchase the said property at or for the lump sum price of Rs. 26,000/-(Rupees Twentysix thousand only) AND WHEREAS the Vendor acdepted the said offer of the Purchaser being fair and reasonable.

and reasonable.

NOW THIS INDEMFURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 26,000, (Rupees Twentysix thousand only) being the full price of the said land containing an area of 18 Cottahs 12 chittaks (31 decimals) be the same a little more or less (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and for ever exonerate the Purchaser and the said land hereby conveyed) the Vendor doth hereby grant, transfer, convey, assign and assure unto and to the Purchaser absolutely and for ever free from all encumbrances and in a vacant cendition ALL THAT land measuring more or less 18 cottahs 12° chittaks comprised in Dag No. 3168 under R.S. Khatian No. 468 Sub-Registry Baruipore now Sonarpur, Pargana Magura, Touji Nos. 47, 49, 63, 64 and 68 R.S. No. 233, J.L. No. 71 mouja Jagatdal more particularly described in the schedule hereunder written OR HOWSOEVER OTHERWISE the said lands, hereditaments and premises or any part thereof

were/was situated, tenanted, bounded, called, known, numbered, described or distinguished together with free and unrestricted liberty and common passages and also to have all rights of easements for passages for drains, water taps pipes for filtered and unfiltered water connections, electric coils and cables, telephones and gas and all other usual rights to enter upon under and along the said passage and/or any other roads and the right of obtaining water connection from the water mains of the Municipality and electric company and all the benefits and amenities provided and/or as may be provided in future and the paths, passages, sewers, drains water, watercourses, light and all manner of rights, liberties, privileges, easements and appurtenances whatsoever to the said land, hereditaments and premises belonging or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND ALL the estates, right, title, interest, claims or demands whatsoever both at law or in equity of the Vendor unto and upon the said land hereditaments and premises or any part thereof TOGETHER WITH all deeds, pattas, muniments of title whatsoever in anywise

anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND ALL the estates, right, title, interest, claims or demands whatsoever both at law or in equity of the Vendor unto and upon the said land hereditaments and premises or any part thereof TOGETHER with all deeds, pattas, muniments of title whatsoever in anywise relating to or concerning the said lands, hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or control of the Vendor or any other person or persons from whom she may procure the same without any motion in law or in equity AND ALL rights and advantages of the Vendor by and under the covenant for production of the relevant title deeds relating to this piece of land and to HAVE AND TO HOLD the said lands, hereditaments and premises hereby granted, conveyed, transferred and assured expressed so to be including the right of way etc. as stated above unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and in a vacant condition AND the Vendor

Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor or by any of their predecessors in title done or knowingly suffered to the contrary, the Vendor has good right, full power and absolute authority to grant, convey, transfer and assure the said land, hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter and peaceably possess and enjoy the said land, hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them or under any of their successors or predecessors in title, liens, equipments, lispends, attachments and that free from all encumbrances whatsoever made or suffered by the Vendor or any of their successors and predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND WHEREAS the Vendor

writings relating to the property hereby granted and conveyed more particularly described in the Schedule below in satisfaction or support of title of the Purchaser of to and in the said lands, hereditaments and premises hereby conveyed and transferred expressed or intended so to be or any part thereof and also at the like request and costs of the Purchaser deliver or cause to be delivered unto the Purchaser such attested or other copies or abstracts of and from the said records and writings or any of them in their possession or power as the Purchaser may require and shall and will in the mean time may require unless prevented by fire or from other inevitable accident that the said deeds and writings undeteriorated and unobliterated.

## SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT more or less 18 (Eighteen) Cottahs

12 (twelve) chittaks of Bagan Land being used as Bagan land
situate and lying at District 24-Parganas, Sub-Registry Baruipore, now Sonarpur, P.S. Sonarpur Pargana Magura, Touji No.

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No. 47, 49, 63, 64 and 68, Revenue Survey No. 233, J.L. No. 71

Mouja Jagatdal comprised of R.S. Dag No. 3168 under R.S.

Khatian No. 468. The above property is now situated within

the area of Rajpur Municipality. Proportionate rent of

Rs. 2.70 is payable to the Collector, 24-Parganas on behalf

of the State of West Bengal.

The property sold is fully shown and delineated as floff to the map or plan annexed herewith and marked thereon by red borders and butted and bounded in the manner following:-

On the North - By Land belonging to Savat Kumar Lahis

On the South - By Land, Dag no 3161

On the East - By Public Road

On the West - By Land Dag no 3162

IN WITNESS WHEREOF the Vendor hereto sets and

. . .

and subscribes his hand the day, month and year first above written.

WITHESSES:

1 Sulvate Fahri 17/NA, Block-A, New Alfrin Calcute 53

Sanat Kumar Lahr

2 DAVID CONN 88/1 RIPON STREET CALLUTTA.16

3. Auch Mr. Bhana charjee. 12/3, chingcie Shana dam, Eal-15.

RECEIVED from the above named Purchaser the within

