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all of 5/D, Heysham Road, Calcutta _ 700029, herein_
after referred to as the "VENDOR" (which term
or expression unless excluded by or repugnant to the
context be deemed to mean and include its successors_
in_office, administrators, executors and assigns) of
the ONE_PART

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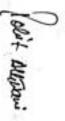


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1) SRI SUBRATA NARAYAN CHOWDHURY, Son of Late Prafulla
Narayan Chowdhury, 2) SRIMATI MANJU CHOWDHURY, wife of
Subrata Narayan Chowdhury, by faith Mindu, No. 1) by
occupation - Business, 2) Housewife, both of them
residing at 201, Kanungo Park, Kolkata - 700 084 hereinafter
referred to as the " PURCHASER" (which term or

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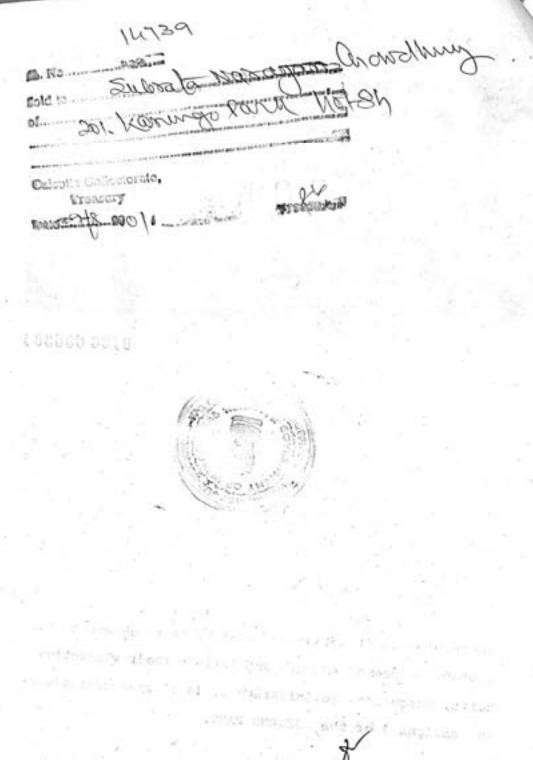
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expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

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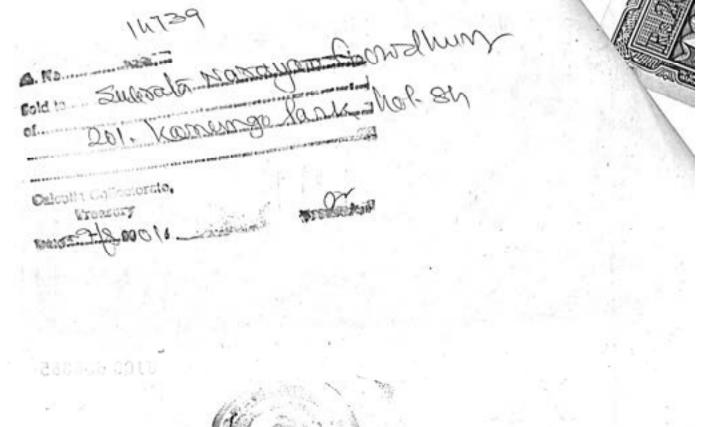
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AND

(1) SRIMATI KALAWATI DEVI, Wife of Late Sewakram, of 5D, Heysham Road, Calcutta - 700029, (2) SRIMATI
ASHA MALCHANDANI, Wife of Sri Bhim and as Malchandani, of H/2, New Alipore, Calcutta - 700053, 2B) SRIMATI
SUSHILA BHAWANI, Wife of Dr. Ashak Kumar Bhawani, of 6A/3, Vivekananda Bihar, Srikrishnapuri, Patna - 800013, 2C) SRIMATI SHEILA BHAWANI, Wife of Rajkumar Bhawani, 2D) SRIMATI, USHA BHAWANI, Wife of Mahesh Kumar, 2E)
HARISH CHANDRA, 2F) DEVANAND, no.2D to 2F are of 5D,

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Heysham Road, Calcutta - 700020, no.28 & 2C are of

Jamoena Apartment, Flat no.93, Boring Road, Calcutta

700001, and 1, 2A to 2D, are being represented by their

Constituted Attorney HARISH CHANDRA ATHMANI, Son of

Late Sewakram of SD, Heysham Road, Calcutta, vide one

registered Power of Attorney being no.2290-151, dated

17.04.1998 registered in the office of the Registram at

Patna, Biham, hereinafter referred to as the "CONFIRMING

PARTY" (which term or expression shall unless excluded

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include their respective heirs, legal representatives, executors and assigns) of the THIRD PART.

WHEREAS one Santples, Son of Late Khemchand became the absolute owner of all that Sali land having Rayati Sthitiban right measuring about .12 decimals in R.S. Dag no.441, Under Khatian no.257 in Mouza - Teghari, Under Police Station - Sonarpur, District: 24 - Parganas (South), by way of purchase from the then rightful owner namely Jonab Ali Mondal for valuable consideration. Said deed of conveyance was registered in the office of the

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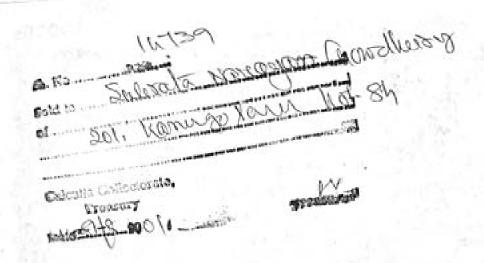
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Sub - Registrar at Baruipore and recorded in Book no.I, Volume no.40, Pages 196 to 198, Being no.3155, for the year 1958, dated 29.4.1958;

AND WHEREAS said Santdas also purchased occupancy right in all that Sali land measuring about .44 dec. in R.S. Dag no.445, under Khatian no.266 and 267 and Sali land measuring about 16.6.dec. being 2/3rd share having mokarari right in R.S. Dag no.448, under Khatian

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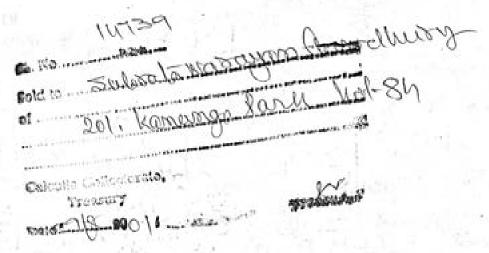
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no.34 and Sali land measuring about .25 dec. having Rayati Sthitiban right in R.S. Dag no. 450, under Khatian no. 104, under 106 from the then 1 and owner Khoda Bux Halder, vide registered deed dated 14.10.1957 registered in S.R. Baruipur and recorded in Book no.I, Volume no.76, Pages 166 to 168, Being no.6871, for the year 1957 and sali land measuring about 11 dec. having Rayati Sthitiban right in R.S. Dag no.451, under Khatian no.13, in Mouza -Teghari, under Police Station - Sonarpur, District: 24 -

Parganas (South); Ahmed Ali Mondal, Jonab Ali Mondal and Amjed Ali Mondal vide sale deed recorded in Book No. 1, Volume No. 89, pages 120 to 123 being No. 7817 for the year 1957 registered in Baruipur S.R. on 22.11.1957.

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Party spec (5 utn) . Abmed All Formul, (one) All Mondal and Arthed All Mondal vide selected in Enck Mo. 1, Volume No. 89, pages 120 to 123 toing No. 7817 for the year 1957 registered in Barulpus S.R. on 22.11.1957.

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AND WHEREAS said Santdas also purchased all that land measuring about.9% decimals in R.S.Dag No.454 under Khatian No. 119 in Mouza Teghari from Tulshi Charan Naskar and Elapati Dasi vide one registered deed of conveyance duly registered registered in the office of Sub-Registrar at Baruipur and recorded in Book No. 7846 for the year 1957.

AND WHEREAS said Santdas also purchased .184 decimals of land in Dag No. 454 in Mouza Teghari from the rightful owner wide one registered deed of conveyance from one Kal charan Naskar for consideration.

AND WHEREAS by one registered deed of conveyance dated 7.12.1959 said Santdas sold, transferred and conveyed all that said land measuring about .12 decimals in R.S.Dag No. 12 decimals in R.S.Dag No. 148, .25 decimals in R.S.Dag No. 148, .25 decimals in R.S.Dag No. 1450 and .11 decimals in R.S.Dag No. 151, .275 decimals in R.S.Dag No. 150 and .11 decimals in R.S.Dag No. 151, .275 decimals in R.S.Dag No. 154, Khatian No. 119 in Mouza Teghari to one Sewakram & Co. the Vendor herein for valuable consideration. Said deed was registered in the office of the R.A.Calcutta and recorded in Book No. 1, being No. 5536 for the year 1959.

AND WHEREAS one Bhulu Mondal was the recorded owner having Rayati rights therein of all that sali land measuring about .44 decimals in R.S. Dag No.445,in Mouza - Teghari, under Police Station Sonarpur, District - 24 Parganas (South) and being the owner said Bhulu Mondal by a registered deed of conveyance dated 24.9.1958 sold land measuring about .44 decimals in said R.S.Dag No.445 to one Takarmal.

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AND WHEREAS while in possession of the said land said Takarmal by one registered deed of conveyance dated 10.07.1967 sold and transferred said land measuring about .44 decimals in R.S.Dag No.445 in Mouza - Teghari to Sewakram & Co.for consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. 1, Volume No. 97, pages 190 to 191, being No. 6979 for the year 1967.

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AND WHEREAS one Bipin Behari Biswas was the recorded owner of $8\frac{1}{3}$ dec. of land being the remaining 1/3rd share of the total land measuring .25 dec. in said R.S. Dag no.448, in Mouza - Teghari and while in possession said Bipin Behari Biswas by one registered deed of conveyance dated 25.4.1960 sold and transferred said land measuring about .8 $\frac{1}{3}$ dec. in R.S. Dag no.448, in Mouza - Teghari to said Sewakram & Co. for valuable consideration. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipore and recorded in Book no.I, Volume 52 no. 52, Pages 148 to 150, Being no.3754, for the year 1960;

AND WHEREAS Ismail Halder and others were the recorded owner of all that sali land having Rayati Rights therein measuring about .13 dec. in R.S. Dag no.447, under Khatian no.265 in Mouza - Teghari, under Police Station - Sonarpur, District: 24 - Parganas;

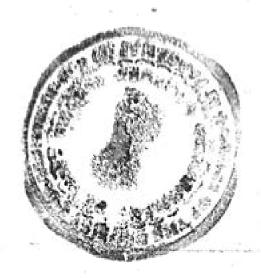
AND WHEREAS while in possession of the said land said Ismall Halder and other sold their said land in R.S.

Dag no.447 to one Amiradi Halder on 17.3.1939 for valuable consideration. Said deed of conveyance was registered in the office of the Baruipur, being deed no.749, for the year 1939;

AND WHEREAS said Amiradi Halder by one registered deed of conveyance dated 17.4.1961 sold and transferred said

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measuring about .13 decimals in R.S. Dag No. 447 in Mouza Teghari to Sewakram & Co. for valuable consideration. Said
deed of conveyance was registered in the office of the SubRegistrar at Baruipur and recorded in Book No. 1, Volume No. 39
pages 295 to 297 being No. 3109 for the year 1961.

AND WHEREAS Gajanani Dasi was the recorded owner of all that sali land measuring about .69 decimals Karfa Dakhali right in R.S. Dag No. 453, under Khatian No. 99 in Mouza - Teghari, under Police Station - Sonarpur, District - 24 Parganas.

AND WHEREAS by one registered deed of conveyance dated 17.08.1959 vide deed No. 7629 S.R. Baruipur said Gajanani Dasi sold and transferred and land to one Kiran Chandra Naskar and Gunadhar Narayan for consideration mentioned therein.

AND WHEREAS while in possession and enjoyment of the said land said Kiran Chandra Naskar sold, transferred and conveyed the said land measuring about .26 decimals out of .69 decimals in Dag No. 453 to Sewakram & Co. for valuable consideration. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. 1, Volume No. 42, pages 39 to 41 being No. 1752 for the year 1964 dated 10.03.1964.

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AND WHEREAS by one registered deed of conveyance dated 20.12.1961 said Gunadhar Naskan sold and transferred the said land measuring about .25 decimals in R.S.Dag No. 453 under Khatian No. 99, in Mouza Teghari, to Sewakram & Co. for consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. I, Volume No. 25, pages 131 to 132 being No. 1092 for the year 1961.

AND WHEREAS said Kiran Chandra Naskar and Gunadhar Naskar sold and transferred land measuring about .18 decimals in Dag No. 453 to Sri Debendra Nath Naskar on 20.01.1960 vide deed No. 419 for the year 1960, S.R. Baruipur.

AND WHEREAS by one registered deed of conveyance dated 08.03.1961 said Debendra Nath Naskar sold and transferred said land measuring about .18 decimals having Karfa right therein in R.S. ag No. 453 in Mouza - Teghari to Sewakram & Co. for valuable consideration. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. 1 volume No. 29, pages 113 to 114 being No. 1616, for the year 1961.

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AND WHEREAS one Gunadhar Naskar became the absolute owner of all that land measuring about 184 being the 4th share

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out of the total land of .73 dec. in R.S. Dag no.454, under Khatian no.119 in Mouza - Teghari by way of purchase from the rightful owner on 20.2.1961, vide deed no.1091;

AND WHEREAS by one registered deed of conveyance dated 10.3.1965 sadd Gunadhar Nækar sold and transferred the said land measuring about .18% dec. in Dag no.454 to Sewakran & Company for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur ami recorded in Book no.I, Volume no.36, Pages 212 to 214, Being no.2038, for the year 1965;

AND WHEREAS one Sudhir Chandra Naskar became the owner of land measuring about .18% dec. being the one fourth share out of the said total land of .73 dec. in said Dag no. said Sudhir Chandra Naskar also sold his said .18; dec. of xx land 454 in Mouza _ Teghari /to Sewakram & Co. for valuable comsi_ deration. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.I, Volume no.38, Pages 62 to 64, Being no.1908 for the year 1963;

one Bhagyadhar Naskar and Srimati AND WHEREAS Elapati Dasi jointly inherited the portion of the said land measuring about .0% dec. being the one_eighth share in the total land in R.S. Dag no.454, under Khatian no.119, in Mouza -Teghari, District: 24 - Parganas;



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AND WHEREAS by one registered deed of conveyance dated 19.5.1961 said Bhagyadhar Naskar and Elapati Dasi jointly sold and transferred the said land measuring about .09% dec.in Dag no.454 to Sewakram & Co. for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.I, Volume no.56, Pages 133 to 134, Being no.4336, for the year 1961;

AND WHEREAS one Ramchandra Naskar, Bhut Charan Naskar, and Sarada Charan Naskar became the owners of all that land the measuring about .35 decimal in R.S. Dag no.455, under Khatian no. 262, in Mouza - Teghari, under Police Station-Sonarpur, District 24 - Parganas by way of inheritance;

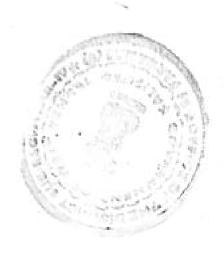
AND WHEREAS while in possession and enjoyment of the said land said Ram Chamira Naskar by one registered deed of conveyance dated 3.5.1963 sold and transferred the land measuring about .11 dec. in Dag no.455, being his one - third share therein to Sewakram & Co. for consideration. Said deed of conveyance was registered in the office of the S.R.Baruipur, and recorded in Book no.I, Volume no.68, Pages 178 to 179, being no.5072, for the year 1963;

AND WHEREAS said Bhut Charan Nækar also sold his one trick third share measuring about .12 dec. in said Dag no.455 to said Sewakram & Co. vide one registered deed of conveyance dated 3.5.1963 duly registered in the office of £xx.S.R.Baruipore

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and recorded in Book no.1, Volume no.68, Pages 176 to 177, Being no.5071, for the year 1963 ;

AND WHEREAS by another registered deed of conveyance dated 3.5.1963 said Sarada Ranjan Naskar also sold his one third share measuring about .12 dec. in said land in Dag no.455 in Mouza - Teghari to Sewakram & Co. for valuable consideration.

Said deed of conveyance was registered in the office of the Sub - Registrar at Alipore and recorded in Book no.1, Volume no.61, Pages 279 to 281, Being no.5070, for the year 1963;

AND WHEREAS one Rai Charan Naskar, Priyanath Naskar Nishikanta Naskar and Srimati Kanika Bala Naskar became the joint owners of land measuring about .22 decimals in R.S.Dag no.456, under Khatian no.32, in Mouza - Teghari, under Police Station - Sonarpur, District: 24 - Parganes, by way of inheritance;

AND WHEREAS by one registered deed of conveyance dated 01.10.1962 said Rai Charan Naskar & Others. sold and Dag No. 450 transferred the said land/to Sewakran & Co. for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the S.R. Baruipur and recorded in Book no.I, Volume no.112, Pages 17 to 19, Peing no.8951, for the year 1962;

AND WHEREAS one Nirapada Naskar, Rabinira Nath Naskar and Bhanumati Naskar and Angurbala Mondal became the joint owners of all that sali land having Rayati Dakhali right therein measuring about .21 decimals in R.S. Dag no. 457, Under Khatian no.39,



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in Mouza - Teghari by way of inheritance from their predecessor namely Namilal Naskar, since deceased;

AND WHEREAS while in possession and enjoyment of the said land said Nirapada Naskar and others by one registered deed of conveyance dated 25.4.1973 sold and transferred the said land measuring about .21 dec. in R.S. Dag no.457, in Mouza - Teghari to Sewakram & Co. for valuable consideration. said deed of conveyance was registered in the office of the Sonarpur, and recorded in Book no.I, Volume no.20, Pages 216 to 219, Being no.1375, for the year 1973;

AND WHEREAS one Bhulu Mondal was the recorded owner of all that sali land having Rayati possessory right therein measuring about .54 dec. in R.S. Dag no.477, under khatian no. 107, in Mouza - Teghari, under Police Station - Sonarpur, District 24 - Parganas;

AND WHEREAS while in possession and enjoyment of the said land said Bhulu Mondal by one registered deed of conveyance dated 8.2.1963 sold and transferred the said land absolutely to one Dhirendra Nath Waskar for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.I, volume no.24, Pages 203 to 205, Being no.1080, for the year 1963;

AND WHEREAS thereafter by one registered deed of conveyance dated 30.8.1972 said Dhirendra Nath Naskar sold and

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transferred the land measuring about .25 decimal from the Western portion of the said total land in Dag no. 477 in Mouza - Teghari to Sewakram & Co. for valuable consideration. Said deed of conveyance was registered in the office of the 5ub - Registrar at Sonarpur and recorded in Book no.I, Volume no.40, Pages 253 to 256, Being no.3022, for the year 1972;

AND WHEREAS one Purna Chandra Naskar was the recorded owner of all that land measuring about .12 dec. in R.S. Dag no.582, under Khatian no.159, in Mouza - Teghari, by way of inheritance as well as by purchase;

AND WHEREAS by one registered deed of conveyance dated 14.10.1957 said Purna Chandra Nækar sold and transferred all that said land in R.S. Dag no.582 to Sewakran & Co. for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the S.R. Baruipur and recorded in Book no.I, Volume no.76, Pages 167 to 169, Being no.6872, for the year 1957;

AND WHEREAS one Kalicharan Mondal, Son of Late Khimmoni Mondal was the recorded owner of all that .47 dec. sali land in R.S. Dag no.27, .04 dec. sali land in R.S. Dag no.28 and .31 dec. of Sali land in R.S. Dag no.37, under Khatian no.192 alongwith other land having Rayati rights therein Mouza - Nischintapur, under Police Station - Sonarpur, District : 24 - Parganas ;

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Matrict Sub-Registrar IV Alipm; Managenes and Regionar u/s 7(2) of the Regu. Act. 1908 AND WHEREAS while in possession of the said land said Kalicharan Mondal sold and transferred the said land in total measuring about .82 decimals in Dag Nos. 27, 28 and 37 along - with other land in Mouza Nischintapur to one Santdas for valuable consideration. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. 1, Volume No. 76, pages 170 to 172 being No. 52 6873 for the year 1957 dated 14.10.1957.

AND WHEREAS said Santdas also became the owner of all that danga land measuring about .29 decimals in R.S.Dag No. 30 under Khatian No. 60 in Mouza Nischintapur from the rightful owner Sri Bhuwan Chandra Ghosal for valuable consideration. Said deed of conveyance was registered in the office of the Sub-Registered at Baruipur and recorded in Book No. 1, Volume No. 86 pages 39 to 42 being No. 7034 for the year 1957.

AND WHEREAS said Santdas also became the owner of all that danga land measuring about .11 decimals in R.S.Dag No. 35 under Khatian No. 352 in Mouza Nischintapur from the rightful owners Mafizuddin Mondal, Jarbar Ali Mondal and Delhar Bibi for valuable consideration. Said deed of conveyance was registerd in the office of Baruipur and recorded in Book No. 1, Volume No. 88, pages 53 to 55 being No. 7253 for the year 1957.

AND WHEREAS one Mafijaddin Seikh, Jabbar Ali Seikh and Dolehar Bibi became the joint owners of all that land having mokarari Rayati right therein measuring about .06 dec. out of .12 dec. in R.S.Dag No. 36, Khatian No. 33 in Mouza - Nischintapur, Police Station Sonarpur, by way of inheritance.



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Sistrict Sub-Registrar IV Alipun. 21-Parganas and Registrar u/s 7(2) 61 the Regu. Act. 1908 AND WHEREAS said Mafijaddi Seikh and others by one registered deed of conveyance dated 30.10.1957 sold and transferred said .06 dec. of land in Dag No. 36 to Santdas for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub-Registrar at Baruipur and recorded in Book No. 1, Volume No. 88, pages 53 to 55 being No. 7253 for the year 1957.

AND WHEREAS said Santdas also purchased xxx .03 decimals of land in Dag No. 36 from Hazra Khatun Bibi, Jahuri Khatun Bibi and Ujir Ali Shiek vide one registered deed of conveyance dated 30.10.1957 registered in the office of S.R. Baruipur and recorded in Book No. 1, Volume No. 86, pages 136 to 138 being No. 7258 for the year 1957.

AND WHEREAS said Santdas by one registered deed of conveyance dated 2 30.10.1957 also purchased the remaining .03 dec. of land in said R.S.Dag No. 36 in Mouza Nischintapur from the rightful owners namely Ahmed Ali Seikh, Asraf Ali Seikh, Haliaz Seikh, Sawkat Ali Seikh and Rabijan Bibi for valuable consideration. Said deed was registered in the office of the S.R. Baruipur and recorded in Book No. 1, Volume No. 88, pages 61 to 63 being No. 7259 for the year 1957.

AND WHEREAS one Ashutosh Ghosh, Pashupati Ghosh,
Bholanath Ghosh, Shib Charan Ghosh, Sudhir Chandra Ghosh, Sushil
Chandra Ghosh, Mahadeb Chandra Ghosh and Sri Nani Gopal Ghosh
became the joint owners of all that land measuring about .12 dec.

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AND WHEREAS while in possession of the said land said Kalicharan Monial sold and transferred the said land in total measuring about .82 decimals in Dag nos.27, 28 and 37 alongwith other land in Mouza - Nischintapur to one Santdas for valuable consideration. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.1, Volume no.76, Pages 170 to 172, Being no.6873, for the year 1957, dated 14.10.1957;

AND WHEREAS one Mafijaddi Seikh, Jabbar Ali Seikh and Dolehar Bibi became the joint owners of all that land having mokarari Rayati right therein measuring about .06 dec. out of .12 dec. in R.S. Dag no.36, Khatian no.33 in Mouza - Nischintapur, Police Station - Sonarpur, by way of inheritance;

AND WHEREAS said Mafijaddi Seikh and others by one registered deed of conveyance dated 30.10.1957 sold and transferred said .06 dec. of land in Dag no.36 to Santdas for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.1, Volume no.88, Pages 53 to 55, Being no. 7253, for the year 1957;

AND WHEREAS one Ashutosh Ghosh, Pashupati Ghosh,
Bholanath Ghosh, Shib Charan Ghosh, Sudhir Chandra Ghosh, Sushil
Chandra Ghosh, Mahadeb Chandra Ghosh and Sri Nani Gopal Ghosh
became the joint owners of all that land measuring about .12 dec.

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in R.S. Dag no.38, Under Khatian no.2, in Mouza - Mischinta--pur, Police Station - Sonarpur, District : 24 - Parganas, by way of inheritance ;

A N D W H E R E A S said Ashutosh Chandra Ghosh and others by one registered deed of conveyance dated 21.1.1958 sold and transferred said .12 dec. land in Dag no.38 to said Santias for valuable consideration. Said deed of conveyance was registered in the office of the S.R. Baruipur and recorded in Book no.I, Volume no.11, Pages 101 to 104, Being no.388, for the year 1958;

AND WHEREAS one Biswanath Ghosh, Kashi Nath Ghosh and Gouri Moni Ghosh inherited all that land measuring about .10 dec. in Dag no.39, under Khatian no.51 in Mouza - Nischin-tapur and while in possession said Biswanath Ghosh and others by one registered deed of conveyance dated 30.10.1957 sold and transferred all that said .10 dec. of land in R.S. Dag no.39 to Santdas for consideration mentioned therein. Said deed of convey-ance was registered in the office of the S.R. Baruipore and recorded in Book no.I, Volume no.85, Pages 127 to 129, Being no. 7249, for the year 1957;

AND WHEREAS said Santdas also purchased all that
land measuring about .20 dec. in R.S. Dag no.40, under Khatian
no.3 in Mouza - Nischintapur from the then rightful owners Sri
Haran Chamira Ghosh and Krishna Chamira Ghosh by one registered
dead of conveyance dated 30.10.1957 duly registered in the office
of S.R. Baruipur and recorded in Book no.1, Volume no.88, Pages
46 to 49, Being no.7251, for the year 1957;

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AND WHEREAS by one registered deed of conveyance dated 30.1.1957 said Santias purchased all that land measuring about .14 dec. in R.S. Dag no.41, under Khatian no.74 in Mouza Nischintapur from the owners namely Kashinath Ghosh, Biswanath Ghosh, Lab Kumar Ghosh, Kush Kumar Ghosh and Galadhar Ghosh for valuable consideration. Said deed was registered in the office of Sec S.R. Baruipore and recorded in Book no.1, Volume no.84, Pages 233 to 236, Being no.7248, for the year 1957;

AND WHEREAS said Santdas purchased all that land measuring about .12 dec. in R.S. Dag no.42, Khatian no.105 in Mouza - Nischintapur from Sri Panchu Gopal Ghosh for valuable consideration by one registered deed of conveyance dated 30.10.57 duly registered in the S.R. Office at Baruipur and recorded in Book no.I, Volume no.88, Pages 50 to 52, Being no.7252, for the year 1957;

AND WHEREAS said Santias by one registered deed of conveyance dated 5.6.1961 purchased all that land measuring about .13 in R.S. Dag no.43, under Khatian no.4, in Mouza - Nischintapur, from one Akshoy Kumar Ghosh which was duly registered in the office of Sr. Baruipur and recorded in Book no.1, Volume no.67, Pages 82 to 84, Being no.4942, for the year 1961;

AND WHEREAS one Sashibhusan Naskar being the absolute owner, by one registered deed of conveyance dated 29.4.1958 sold and transferred all that land measuring about .22 dec. in R.s. Dag no.44, under Khatian no.5, in Mouza - Nischintapur to said

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Santias. Said deed of conveyance was registered in the office of S.R. Baruipur and recorded in Book no.1, Volume no.42, Pages 163 to 166, Being no.3159, for the year 1958;

AND WHEREAS one Takamal became the absolute owner of all that land measuring about .15 dec. in R.S. Dag no.45, under Khatian no.42, in Mouza - Nischintapur, Police Station - Sonarpur, District: 24 - Parganas, by way of purchase, vide deed no.8937, dated 24.9.1958 and said Takamal by one registered deed of conveyance dated 11.7.1967 sold the said land to sewakram & Co. which was duly registered in the office of S.R. Barnipur and recorded in Book no.1, Volume no.97, Pages 192 to 193, Being no.6980, for the year 1967;

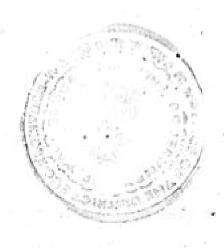
AND WHEREAS one Abdul Ali Mondal, Arjed Ali Mondal and Golan Ali Mondal also sold their possessory right in respect of said .15 dec. of land in Dag no.45 in Mouza - Nischintapur to said Santdas by one registered deed of conveyance dated 4.11.57 duly registered in the office of the Sub - Registrar at Baruipur and recorded in Book no.1, Volume no.80, Pages 296 to 298, Being no.7377, for the year 1957;

AND WHEREAS said Santias also purchased all that land measuring about .14 dec. in R.S. Dag no.45/495 under Khatian no. 203 in Mouza - Nischintapur from the then rightful owner Priya Nath Naskar for valuable consideration. Said deed was registered in the office of S.R. Behala and recorded in Book no.I, Volume no. 86, Pages 43 to 45, Being no.7035, for the year 1957;

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AND WHEREAS by another registered deed of conveyance dated 30.10.1957 duly registered in the office of the Sub Registrat at Baruipore recorded in Book no.1, Volume no.88, Pages
43 to 45, Being no.7250, for the year 1957 said Santdas also purchased all that land measuring about .15 decimal in Dag no.48, under Khatian no.24 in Mouza - Mischintapur from the then rightful owners namely Jitendra Nath Naskar, Jatimira Nath Naskar and Khage-mira Nath Naskar;

A N D W H E R E A S said Sewakram & Company by one registered deed of conveyance dated 10.7.1974 purchased all that land measuring about .26 dec. having Karfa right therein in R.S. Dag mo.49, under Khatian no.1449, in Mouza - Nischintapur from Netai Biswas Niranjan Biswas and Kanailal Biswas for valuable consideration. Said deed of conveyance was registered in the office of the S.R. 184 Baruipore and recorded in Book no.1, Volume no.51, Pages 130 to 134, Being no.2887, for the year 1974;

AND WHEREAS said Sewakram & Company by another registered deed of conveyance dated 6.5.1961 also purchased the rayati rights of the transfer land measuring about .26 dec. in said R.S. Dag no.49, under Khatian no.157, in Mouza - Nischintapur from the then rightful owners Sri Srish Chandra Biswas for valuable consideration mentioned therein. Said deed was registered in the office of the S.R. Baruipore and recorded in Book no.T. Volume no.55, Pages 148 to 150, Being no.3926, for the year 1961;

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said Santdas by one registered deed AND WHEREAS of conveyance dated 7.12.1959 sold and transferred all that said land to purchased by him in Mouza - Mischintapur, under R.S. Dag no.36, 45, 48, 41, 35, 39, 27, 28, 37, 42, 45/495,43,49 30, 40, 44, and 38 together with other land in Mouza Teghari, to Sewakram & Co. for valuable consideration mentioned therein. Said deed of conveyance was registered in the office of the and recorded in Book no.I, Volume no. 126 ,Pages R.A. Calcullar £78 to 29%, Being no.5536, for the year 8.12.1959;

AND WHEREAS being the owner in the manner stated above the Vendor herein mutated its name in the office of the J.L.R. in respect of the entire land upon payment of all rent, rates and taxes thereof and since then is peaceful possession and enjoyment of the same as sixteen annas owner thereof without any interference interruption and disturbance from others ;

here that the Vendor herein filed one writ application in the Hon'ble High Court, Calcutta Being no.11322(W) of 1986, for quashing the name of Aswini Naskar, Pulin Naskar. Namesh Mondal and Rash Behari Biswas, whose name were wrongly recorded as Bargadar in respect of a portion of the said land which was subsequently allowed and the right of the Vendor of these present has been after more quashing the said names as bargadar ;

STATED here that originally said partnership firm of Vendor comprised of five partners namely Sewakram, Harish Chanira,

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Sri Devamand, Jaikishan, Athwani and Raju Athwani and thereafter one of the partners namely Sewak Ram Athwani died intestate leaving behind his wife, two sons and four daughters namely
Confirming party Nos. 1 to 2 (f) herein as his only legal heirs
who have jointly inherited the share in the properties of the
said firm so left by the said deceased.

THE save and except the existing partners of vendor firm all other legal heirs of the said Sewakram namely Confirming party No. 1 to 2(d) expressed their intention not to participate inthe said partnership business andthey have expressed their no objection if the business be carried out by the existing partners.

THAT during the continuance of the business two partners namely 1) Sri Jaykishan Athwani and 2) Sri Raju Athwani retired from the partnership business and in their place Sri Devanand Athwani was taken as new partner of the firm on the basis of his desire and with the consent of all the partners as per provision of law by executing one deed dated 01.04.1998.

Being the owner in the manner stated above the vendor herein being in need of cash money entered into an agreement for sale of on 22.06.1992 with one "Suvoda" Land and Housing Project a partnership firm being represented by its partners namely Samarendra Nath Mitra and others for sale of a portion of the said land and received a sum afrom the said firm towards advance out of the entire consideration money. Vendor also received a further sum from said "Suvoda" Land and Housing



Marganes and Register u/s 7(2) of the Roga, Act, 1003 Project upon executing another deed of agreement to sell some other portion of the said land.

But as per terms of the said agreement said " Sqvoda "
Land and Housing Project could not pay the balance of the
consideration money to the vendor herein and failed to get the
deed of conveyance registered by the vendor within the time
specified in the said agreements and as a result the said
agreements were automatically cancelled as per stipulation
recorded therein.

AND WHEREAS after expiry of seven years from the execution of those agreements the vendor herein entered agreement for sale of those land with the purchaser herein and upon receipt of the earnest money the vendor delivered possession of the said land to the purchaser of these presents.

AND WHEREAS being informed about the subsequent agreement with the purchase hereinsaid Samarendra Nath Mitra, partner of "Suvada" instituted one title suit being No. 177 of 1999 in the Court of Civil Judge (Senior Division) at Baruipur, District South 24 Parganas, for specific performance of contract against vendor.

AND WHEREAS through the intervention of friends and well wishers said suit has been disposed of on compromise between vendor and said Samarendra Nath Mitra, Partner of " Suvada" Land Housing Project on 1/. 9 .200/ by the learned court.

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AND WHEREAS since then said land is now free from all encumbrances and vendor is now has good right and absolute authority to sell or transfer the said land by executing deed of conveyance.

AND WHEREAS being in need of cash money the vendor herein has declared for absolute sale of the said land measuring 322 dec. in Dag Nos. 441, 445, 448, 447, 450, 451, 453, 454, 455, 456, 457, 477 and 582 in Mouza Teghari and 307 dec. in Dag Nos. 27, 28, 30, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 45/495, 48, 49, in Mouza Nischintapur, Police Station Sonarpur, District 24 Parganas (South) and the purchaser herein have agreed to purchase the same which has been morefully and particularly described in the schedule below at or for the total consideration of the sum of & 24,95,000/- (Rupees Twenty four Lakhs Ninety five thousand) only free from all encumbrances.



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the execution of these presents (the receipt h whereof the vendor do hereby admit and acknowledge as per memo of consideration mentioned hereunder and of and from the same and every part thereof hereby acquit, release and forever discharge the purchaser as well as the said land) and the vendor hereby sell, grant, transfer, convey, assign and assure unto and to the purchasers all that land measuring about 322 dec. be the same a little more or less in Mouza - Teghari, under M R.S. Dag Nos. 441, 445, 448, 447, 450, 451, 453, 454, 455, 456, 457, 477 and 582 and 307 dec. in R.S.Dag Nos. 27, 28, 30, 35, 36, 37, 38, 39 40, 41, 42, 43, 44, 45, 45/495, 48, 49 in Mouza Nischintapur morefully described in Schedule "A" and "B" respectively, P.S. Sonarpur, District - 24 Parganas (South), together with all the fixtures, yard, courts, areas, sewers, drains, ways, paths, passages, common fences, water, water courses, lights, rights, liberties, privileges, easements and appurtenances, what soever to the said land hereditaments and premises belonging or in anywise apportaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and all these estate, right, title title ...



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and interest, claim and demand whatsoever of the Vendor into or upon the said land hereditaments and premises or any part thereof together with all deeds, pattahs and muniments of title whatsoever in anywise relating to or concerning the said land hereditaments and premises or any part thereof which now are or hereinafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and forever and the Vendor do hereby covenant with the Purchaser that notwithstanding any act, deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently and entitled to the said land hereditaments and premises hereby granted or expressed so to be and every part there_ _of for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that noted th standing any such act, deed or thing whatsoever as aforesaid the Vendor hath now in itself good, right and full power to grant, convey 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 possess and enjoy the said land hereditaments and premises any lawful eviction interruption claim

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or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for itself and that free and clear and clearly and absolutely discharged saved hamless and keep indemnified against all estate and entimerances created by the Wendor or any person or persons Refully or equitably claiming from under or in trust for itself and further that the Vendor person or persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises 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 cost of the Purchasers do and execute or cause to be done and executed all such acts, deeds and things, whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the Purchasers in manner ma whatsoever aforesaid as shall or may be reasonably required.

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MOREOVER THE VENDOR declares that the rent and taxes for
the land hereby sold has been paid till this date and there is
no arrear of dues of rates, rents and taxes in respect of the
said land further that the Vendor shall execute all documents
deed of declaration or rectification or any other supplementary
deed or deeds at the cost of the Purchasers to establish its good
and effective title and the Purchasers shall have full right and
absolute authority to bring electric telephone gas and water
connection under or over the said passage together with easement



Metrict Sub-Regis... IV Alipu. L' Fuganas and Registial u/s 7(2) rights therein as shown in the plan attached herewith and finally the said Purchaser shall have right to cause separate assessment by mutating their respective names in the office of the Rajpur - Sonarpur Municipality Office and Office of the B.L. & L.R.O. or any other Government Office in place of the name of the Vendor to which the Vendor shall give all consents and signature if necessary and the Purchasers also shall have right to sell, transfer, convey and mortgage the said property at their discretion and the Vendor declares that the land hereby sold is not subject to any attachment, alignment, lien, charges, or mort—gages neither the said land is attracted by any provisions, of Urban Land Ceiling Act, nor it is subject to any suit or execution of any Court of Law and the said land is free from all encumbrances.

THE Confirming Party hereby declare that they have no claimed against the Vendor as well as the Purchasers in respect of the land hereby sold and they also confirm the sale hereby made.

- :1S C H E D U L E _ "A":: -

ALL THAT piece of parcel of Sali and Danga land measuring about 322 Dec. a little more or less in Mouza - Teghari, Pargana Medarmallah having Rayati Rights there in J.L. no.52, R.S. no.126, Under Collectorate Touzi no.250, under Police Station and Sub - Registry Office at Sonarpur, District: 24 - Parganas (South), Under the following Dags and Khatians: -

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4. Pargenes and Reservines u/s 7(2)

6. Regn. Act, 1969

Dag R.S.	Khatian R.s.	Are a sold	Nature	Rent
441	257	•02	Sal1	•10
₩ 445	266, 267	. 18		.90
448	34	.14		.70
447	265	.13	**	.65
450	104/106	. 25	**	1.25
451	13	.11		.55
453	99	.59		3.45
454	119	.55		2.75
455	262	.35	**	1775
456	32	.22		1.10
457	39	.21		1.05
477	107	. 25		1.25
582	159	.12		.60

Total 3.22

-::S C H E D UL E _ "B"::-

ALL THAT piece and parcel of Sali and Danya Land measuring about 307 Dec. a little more or less in Mouza - Nischintapur, Pargana - Medarmallah, J.L. no.53, R.S. no.146, Touzi no.285, Under Police Station and Sub - Registry Office at Sonarpur, District; 24 - Parganas (South), under following dags and khatians; -

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Dag R.S.	Khatian R.s.	Area Sold	Nature	Rent
27	137	. 47	Sal i	2.35
28	137	.04	•	. 20
30	60	• 29		1.25
35	352	.11		.55
36	33	.12	•	.60
37	137	•31		1.55
38		.12		2.60
39	51	.10		.50
40	3	• 20	"	1.00
41	74	.14		. 70
42	105	.12	Z •	.60
43	4	.13		.65
44	5	•22		1.10
45	42	.15		.75
45/495	203	.14		.70
48	24	.15		.75
49	157	ae '52		1.50
	Total	3. 33		

The land hereby sold is being used for cultivation, the total land hereby sold as described in schedule 'A' & 'S' is 655 decimals only.

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have hereunto set IN WITNESSES WHEREOF the PARTIES and subscribed their respective hards and seals this the day, month and year of first above written.

Witnesses :-

Afal Krithing neginal

For BEWAK KAM a ... Hansh Atkwami

For SEWAK RAM & CL.

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FOR SEWAK KAM " . Huit Alliwani

2) Joseph Sarangela
Jara Bural Rus Hanish Athwani

Callent 84 Self as constituted allowing for

Sout Kalwati Devi Sout Acumulche

Sout Sushil Bhawmani Sout Sheila

Shawmani & Sout Who Bhawman

(Demanand Blum)

Hemisy Athwani



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MEMO OF CONSIDERATION :

RECEIVED a sum of Rs. 24,95,000/- (Rupees Twenty four Lakhs Ninety five thousand) only from the purchasers towards the consideration money on the day, month and year of first above written.

1)	by chaque. in 222197 dt 12.8.2001 on Alahabad Banx
B	garia Branca By 14,50,000/-
~	By Crah 50,000/- Harrisu Athwani

(3) lay Cash 12.9.200, 995,000/

Tatal R, 24,95,000/- Demamenon Athum.

WITNESSES: Valui Allianari

DOT SEWAK RAM & OU.

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2. - Giriya Saramafha Faria Bural And Entlette 84

CONFIRMING PARTY

Drafted by :-Typed by :-

Hans Allwani Self as contribed altorney for Smt Kalwati Deri & Somt Aska mulchandami Smot Sushila Bhawmami Sm+ Shella Bhawmami Some Wha Bhownomi

Alipore Judges Court, Calcutta - 700027.

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