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Whereas ...



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WHEREAS the land with building at 179,
Netaji Subhash Road, P.S.Behala, Calcutta=700034,
within the South Suburban Municipality and
within P.S.Behala, Sub-Registration Office
Alipor e and Behala belonged to One Kailash
Chandra Halder under the Zaminders Babu Naba
Kishore Mondal and others of the Bowali Mondal
Estate.

AND WHEREAS. by a conveyance dated 29th January
1895 said Kailash Chandra Halder while in possession and enjoyment of the said land
transferred conveyed and sold the said land
unto One Smt.Monmohini Dasi who acquired the
said land for valuable consideration by purchase



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purchase from out of her Stridhan money.

AND WHEREAS said Monmohini Dasi for valid reasons:
has sold out her said land unto one Sri Hiralal
Shaw the predecessor-in-interest of the Vendor
hereof by a Conveyance dated 5th December, 1919,
for valuable consideration.

AND WHEREAS since after the said purchase the said Hiralal Shaw has been peacefully possessing the the said land on regular payment of rent and taxes after getting his name mutated in the Estate of the Zaminders.

AND WHEREAS another item of land together with fruit bearing trees, bamboo groves belong to one Iswar Chandra Roy under the said Zaminder Naba Kishor-e Mondal.



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AND WHEREAS while in possession and enjoyment
of the said land by said Iswar Chandra Roy he died
leaving two widow, namely Anandamoyee Devi and
Bindubasini Devi as his sole heirs.

AND WHEREAS the said two widows while continuing to possess and enjoy the said land they sold out the said land to One Sri Triloky Nath Bairagi by a Conveyance dated 26th Sraban, 1292 B.S.

AND WHEREAS said Triloky Nath Bairagi purchased the said property in the Bemami of One ' Ma - Baismabi'.

AND WHEREAS the said Triloky Nath Bairagi since after the aforesaid purchase got his name mutated in the Estate of the Zaminders and continued to possess and enjoy the said property in exercise of his lawful title ther-ein.

-: 5 :-

AND WHEREAS said Triloky Nath Bairagi left a WILL dated 27th. January, 1907 whereby Smt. Bhupati Dasi being the widow of said Triloky Nath Bairagi got the aforesaid property absolutely in terms of the said WILL left by Triloky Nath Bairagi.

AND WHEREAS the said Smt. Bhupati Dasi for valid reasons transferred sold and conveyed unto the said Sri Hiralal Shaw the said property for valuable consideration by a conveyance dated 27th May 1920.

AND WHEREAS another item of the land belonged to One Sri Chandra Mohan Halder under the said Zamindar Naba Kishore Mondal.

AND WHEREAS said Chandra Mohan Halder got the aforesaid land jointly with co-sharer Joygopal Halder

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AND WHEREAS said Joygopal Halder died leaving two daughters Smt. Prosad Dasi Devi and Smt. Siba Dasi Devi.

AND WHEREAS the said two daughters in order to pay up the debts left by their father sold out their 13 annas and odd gandas share in the property to One Sri Baikuntha Nath Dutta by Conveyance dated 12th.Bhadra 1290 B .S.

AND WHEREAS the Chandra Mohan Halder died leaving one son Haran Chandra Halder as his sole heir.

AND WHEREAS since after the death of Chandra Mohan Halder his son Haran Chandra Halder continued to possess the said land.

AND WHEREAS said Baikuntha Dutta died leaving his sole heirs Smt. Shyamadasi Dutta.

And ....



-: 7: -

AND WHEREAS said Shyamadasi Dutta sold out her share of land to Sri Haran Halder for valuable consideration.

AND WHEREAS the said Haran Chandra Halder while in possession of enjoyment of the said land sold out his said land to the said Sri Hiralal Shaw by a Conveyance dated 19th July, 1921.

AND WHEREAS Hiralal Shaw while in possession and enjoyment of all the aforesaid land together with building leaving his son Paresh Nath Shaw who inherited all the aforesaid properties from his father Hiralal Shaw.

AND WHEREAS it appears that Paresh Chandra Shaw deceased father of the Vendor hereof during his life executed a Deed of Settlement on 24th July, 1944 by which he purported to have made provision for the Siba Puja of Dieties out of the income of the -



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income of the properties comprising the properties, covered by the conveyance.

AND WHEREAS Although a Deed of Settlement was executed in the manner as aforesaid but the said Deed was never acted upon either by executant Paresh Chandra Shaw or by the Vendor hereof after the death of Paresh Chandra Shaw.

AND WHEREAS: Paresh Chandra Shaw always treated the said properties comprising the properties covered by this Conveyance as Secular properties.

AND WHEREAS in the Settlement records and in the Municipal Records the properties were recorded in the personal name of Paresh Chandra Shaw and after him in the name of the Vendor hereof.

And ...



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AND WHEREAS the Vendor has executed a Deed of Declaration with inducing clauses on 2nd June 1980 disclosing that properties covered by this Conveyance were the absolute properties of Paresh Chandra Shaw deceased father of the Vendor he reof and after him are the absolute and exclusive properties of the Vendor hereof.

AND WHEREAS the Vendor is a lawful owner is seized and possessed of or otherwise well and sufficiently entitled to the messuages tenaments hereditaments premises land as an absolute and indefeasible estate in fee simple or an estate equivalent thereof free from encumbrances.

AND WHEREAS the Vendor intending to sell out a plot of land with the provision for common passage for pass and repass and for taking different connection like water, electricity, telephone, drain etc. under neath the said provided common passage.

AND WHEREAS the Vendor has contracted with the Purchaser for the absolute Sale to him of the land with one storied building measuring about 4 cottahs with all right, in common passage more particularly described in the Schedule hereto free from all encumbrances at or for the price of Rs.47000/-(Rupees Forty seven thousand only) as lumpsum.

NOW THIS INDENTURE WITNESSETH that in persuance of the said agreement and in consideration of the sum of -Rs.47000/- (Rupees Forty seven thousand only) to the Vendor paid by the Purchaser at or immediately before the execution of these present the receipt whereof the Vendor doth bereby admit and acknowledge and of and from the same and every part thereof acquit release, discharge the Purchaser, his heirs, executors, administrators, representatives and assigns and every one of them and also the said property he the Vendor as benefi cial owner do by these presents indefeasibly grant, sell, conveyed and transfer, assign and assure unto the Purchaser his heirs, executors, administrator representative and assigns. All that the said land with building fully described in the Schedule annexed hereto OR HOWSOEVER otherwise the said land with building now or heretofore were or was situate butted bounded called known acknowledge described and distinguished TOGETHER with all benefits and advantages of account and other lights liberties, easements, priviledges, appendages and appertenances whatsoever to the said land or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used occupied and enjoyed or reputed to belong or be appertenances: thereto And The reversion, reversion, remainder and remainders rents, issues and profits thereof and of every part thereof And all the estate right title inheritance, use its, property claim and demand whatsoever both at land

land with building and in equity of the Vendor into and upon the said land or every part thereof And All Deeds, pattas Muniments, writings and evidences of title which in any wise relate to the said land or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor his heirs, executors, legal defescible assigns or any person from whom he or they can or may procure the same without action or suit at lane or in quite TO HAVE AND TO HOLD that said land and every part theref her eby granted sold conveyed and to transferred or expressed or intended to be with their rights members and appertenances unto and to the use of the Purchaser his heirs, executors, administrators legal representatives and assigns for ever And the Vendor doth hereby for himself his heirs, executors; administrators, legal representatives and assigns covenant with the Purchaser his heirs, executors, administrators legal representatives and assigns that Notwithstanding any act, deed or thing whatsoever by the Vendor or by any of his predecessors and assestors the title done a executed or knowingly suffered to the contrary he the Vendor had at all material times heretofore and now has rightfull power absolutely authority and indefeasible title to grant, sell, convey transfer, assign and assure the said land hereby granted, sold conveyed and transferred or in possessed or intended so to be unto and to the use of the Purchaser his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably equitly possess and enjoy the said land and any part thereof and receive the rents issues 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 or under or the

or the part for heirs, or from or under any of his ancestors, or predecessors in title AND THAT FREE from and clear and freel—ly and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified or from and against all and all manner or claims, changes, liens, debts, all actions, and encumbrances whatsoever made or suffered by the Vendor or any of his ancestors or prodecessors in title or any person or persons lawfully or equitably claiming as aforesaid.

AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or intent whatsoever in the ea said perperty or any part thereof from under or in trust for him the Vendor or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the purchaser his heirs, executors, administrators, legal representatives and assigns do and execute or came to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof hereto and to the use of the Purchaser his heirs, executors, adminis\_ trators legal representatives and assigns according to the heirs, intrust and measuring of this Deed as shall or may reasonably required AND FURTHER MORE THAT the Vendor and all his heirs, executors, administrators, shall at all times hereafter indemnify and keep indemnified the Purchaser his heirs, executors, administrators, and assigns against lose , damages costs charges and expenses if any suffered by reason of any defect in the title of the Wendor or any breach of the covenan -ts hereunder contained.

#### The Schedule above referred to:

## The Schedule above referred to:

All that piece and parcel of land with building measuring about 4 cottahs more or less together with all rights in the common passage attached 1 nd with building within South Suburban Municipality being part and parcel of premises No.179, Netaji Subhash Road, recorded in R.S.Khanda Khatian no.8466 from present Khatian no.1673 Dag no.12016 and 12017 and also R.S.Khatian No.651 Dag no.12015,12016 and 12017 Mouza Behala P.S.Behala, District, Sub-Registry Office at Behala and Alipore butted and bounded as follows:-

North:- Municipal Road (Netaji Subhash Road).

East:- 16 Common passage.

South:- Mukhija land.

West:- Land of Ratna Sen.

The sold out land is shown in the plan attached hereto in Red Border line and proportionate amount of Rs.0.25 P. payable to the State of West Bengal resported by the Collector, 24-Parganas:

## MEMO OF CONSIDERATION:

R.B.I. Notes: 100 x 470 #

Rs.47,000/-

(Rppees Forty seven thousand only).

Han Kimer Shaw.

IN WITNESS WHEREOF the parties hereunto set and subscribe his hand this the day, month and year first above written.

Witnesses:

Himangshu Majunder. 205/1-ic Netaji Cubres Road. Cal-34. from A www. Shaw. Signature of the Vendor.

Typed by me.

(Murari M. Basu).

Typist.

Alipor-e Cr. Court.

Calcutta-27.

# SITEPLAN FOR SRI AJIT KANTI SEN. AT PART OF PREMISES NO 179 NETAJI SUBASHROAD. BEHALA. 5.5. MUNICIPALITY. DIST-24 Pas. SCALE=20-0-1NCH. AREA=4K-ACH-OSFT. HOORS LAND ROAD. LAND OF SM RATNA SEN. I 80-8" BUILDING PLOT 16-0 WIDE 36'-0 LMUNICIPAL DRAIN P.R. BANERJEE ROAD. SUBASH NETAJI SURVEYOR & PLANMAKE JOYRAMPUR JALARI 07/4/7/80 LNO

