

569
 Sri Tulsi Kaur Bask.
 Plan no. 2 A-1, 1st Floor, H-1
 1) xmi 2nd floor ...
 1/6/93



180m
 10m

1 Sudhir Kunder

Presented for Registration at
 the Calcutta Registration Office
 on Thursday 13/6/93
 one Sudhir Kunder
 Registrar of S. & P. Calcutta

Sudhir Kunder

16.6.93

Sudhir Kunder, Pradip Kunder
 Kamal Kaur, Shrikant Kunder
 Gopalendra Prasad Sanyal
 Rajat Kumar (D)

1 Pradip Kunder

4477

4478

1st floor
 CP 2nd floor
 1st floor 2nd floor
 1st floor 2nd floor

1st floor 2nd floor
 1st floor 2nd floor

1st floor 2nd floor
 1st floor 2nd floor

16.6.93

INDIA NON JUDICIAL

3000 रु.

RS 3000

सत्यमेव जयते

भारत

तीन हजार रुपये

THREE THOUSAND RUPEES

heirs, successors, executors, administrators, legal
representatives and assigns of the One Part.

Sri Tuhin Kanti Basak, son of Sri Nitai Sundar Basak, by faith Hindu, by occupation service, at present residing at 17 Murari Pukur Road, Govt. L.I.G. Housing Estate, Flat No. 7, Block-B, Calcutta-700067, hereinafter called and referred to as the "PURCHASER" which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns of the Other Part.

Contd.....3.

3000Rs



-3-

Settlement of 16 Bighas (5.58 acres) of Bagan land along with Kulupukur of Dag Nos. 609 and 610 of Khatian No.136 of Mouza Tegheria village, Pargana Calcutta, J.L. No. 9, R.S. No. 116, Touzi No. 1074, Thana Rajarhat, District 24-Parganas (now North 24-Parganas) at annual rent of Rs. 64/- from the then Zaminder Sri Krishna Kishore Roy.

And whereas the said Hare Krishna Mondal while seized and possessed of the said land by a registered Deed of Bengali Kobla dated 21st Baisakh, 1304 B.S. sold absolutely one half portion of the said land to one Bhuban Chandra Roy and by another registered Deed of Bengali Kobala dated 30th Baisakh, 1304 B.S. sold the other half portion of the said land to one Shyama Charan Mondal. Thereafter the said Bhuban Chandra Roy, on 30th Baisakh 1304 B.S., sold his half share of the said land to Shyama Charan Mondal who became the absolute 16 annas owner of the land.

Contd.....4.

3000Rs.



-4-

And whereas the said Shyama Charan Mondal by a registered Deed of Bengali Kobala dated 20th March, 1905 absolutely sold the said land to two brothers Narayan Chandra Saha and Kamal Krishna Saha who became absolute owners of the said land.

And whereas the said Narayan Chandra Saha died on 18th February, 1934, leaving his only wife Nirode Kumari Dassi, executing a Will dated 22nd June, 1929 appointing one Harendra Kumar Saha, son of Kamal Krishna Saha as Executor who obtained a Probate of the said Will on 26.8.1943 from the Hon'ble High Court at Calcutta.

And whereas the said Kamal Krishna Saha leaving behind him two sons Bhupendra Kumar Saha and Harendra Kumar Saha by his first wife Sukumari Dassi and two sons Sushil Kumar Saha and Anil Kumar Saha by his second wife Dukmani Dassi as his legal heirs. Sushil Kumar Saha died as bachelor and his mother Dukmani Dassi relinquished her rights in the said land in favour of Anil Kumar Saha.

Contd.....5.

3000Rs



-5-

And whereas Bhupendra Kumar Saha, Harendra Kumar Saha and Anil Kumar Saha, all sons of Late Kamal Krishna Saha thus acquired ownership of the said land by inheritance and by virtue of the said Will.

And whereas by a Bengali Deed of Kobala dated 26.8.1947 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. 1, Volume No. 40, Pages 22 to 34, being No. 2135 and the 1947 the said Bhupendra Kumar Saha, Harendra Kumar Saha and Anil Kumar Saha sold the said land to Bijoy Krishna Roy.

Radha Raman Pal
And whereas by a Bengali Deed of Kobala dated 16.10.1947 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. 1, Volume 49, Pages 209 to 222 being No. 2789 for the half portion of the said land from Bijoy Krishna Roy and Radha Raman Pal purchased the other half portion from Bijoy Krishna Roy by a registered Deed of Bengali Kobala dated 16.3.1948 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. 1, Volume 27, Pages 114 to 126 being

Contd.....6.

3000Rs



-6-

No. 1251 for the year 1948. Thereafter Manoranjan Roy and Anil Krishna Roy, the other two brothers of Bijoy Krishna Roy by a registered Deed of "Na-dabi" dated 27.3.1948 registered in Book No. I, Vol. 31, Pages 160 to 166 being No. 1432 for the year 1948 disclaimed and relinquished their rights in the said land.

And whereas by a registered Deed of Bengali Kobala dated 19th July, 1950 (equivalent to 3rd Sreban 1357 B.S.) registered in the Cossipore Dum Dum Sub-Registry Office in Book No. I, Volume No. 41, Pages 90 to 94 being No. 2369 for the year 1950 the Vendors' father Harihar Kundu purchased a plot of land being divided and demarcated plot 'D' measuring Three Cottahe Seven Chittaks and Thirteen Square Feet of Dag Nos. 609 and 610 of Khatian No. 135 (Praja Khatian No. 136) J.L. No. 9, R.S. No. 116, Touzi No. 1074, Thana together with all rights in the pond/tank named as Kundupukur and its banks and trees Rajarhat, District 24 Parganas fully described in the Schedule below and constructed dwelling house thereon and lived with his family members.

*S. Kundu.
P. Kundu*

Contd.....7.



-7-

And whereas said Harihar Kundu died on 1969 leaving his wife Smt. Amiya Bala Kundu, three sons Sri Sunil Kundu, Sri Sudhir Kundu and Sri Pradip Kundu and three daughters- Smt. Sandhya Roy (nee' Kundu), Smt. Rina Pal (nee' Kundu), and Smt. Gita Kundu as his legal heirs who jointly inherited the said property described in the Schedule below in equal 1/7 (one-seventh) Share each and they constructed one storied and partly two storied building thereon.

And whereas by a Deed of Bengali Kobala dated 13th February, 1991 (equivalent to 30th Magh 1397 B.S.) registered in the District Registration Office, Barasat, District North 24-Parganas, in Book No. I, being Deed No. 956 for the year 1991, the said Sunil Kundu absolutely sold his undivided one-seventh (1/7) share in the property described in the Schedule below to his brothers the Vendors herein.

And whereas by a Deed of Gift dated 31st August, 1991 (equivalent to 14th Bhadra, 1398 B.S.) registered in the Office of the Additional District Sub-Registrar, Bidhan Nagar

Contd.....8.



-8-

(Salt Lake City), District North 24-Parganas, in Book No. I, Volume No. 142, Pages 413 to 422 being No. 7890 for the year 1991 Smt. Amiya Bala Kundu and Smt. Sandhya Roy gifted their respective undivided one-seventh share (in total two-seventh share) in the property described in the Schedule below to the Vendors herein.

And whereas the Vendors have thus become the owners of undivided 5/7 (fifth-seventh) share of the property described in the Schedule below and thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property described in the Schedule below and have good and absolute right and full power to sell the said property free from all encumbrances whatsoever.

And whereas by an Agreement for Sale dated 28th March, 1993, made between the Vendors and the Purchaser, the Vendors on receipt of earnest and part consideration money of Rs.35,000/- (Rupees thirtyfive thousand) only have agreed to absolutely sell the property described in the Schedule below to the

Contd.....9.



-9-

Purchaser at a price and consideration of Rs. 1,41,000/- (Rupees one lakh fortyone thousand) only free from all encumbrances.

Now This Indenture witnesses that in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,41,000/- (Rupees one lakh fortyone thousand) only paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors doth hereby and under the receipt hereunder written admit and acknowledge and of and from the same and every part thereof they acquit release and discharge the Purchaser) that the Vendors doth hereby by these presents indefeasibly and absolutely grant convey sell, transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, lispendens and attachments All that undivided 5/7 (fifth-seventh) share in the piece and parcel of land measuring Three Cottaks, Seven Chittaks and Thirteen Square Feet (being divided and demarcated Plot No. 'D' in the registered Kobala dated 19th July, 1950 in R.S. Dag No. ⁵⁹¹₆₁₃ and ⁵⁹¹₆₁₄ (portion of C.S. Dag No. 609, and 610) of Khatian Nos. 494/1, 489/1, 251/1, 37/1, 464/1, 367/1 and 119/1 (Old Khatian No. 135) of Mouza Teghoria Village, Pargana Calcutta, J.L. No. 9,

Contd....10.

R.S. No. 116, Touzi No. 1074, Police Station Rajarhat,
within Gopalpur-Arjunpur No. 2 Gram Panchayet under Rajarhat
Panchayet Samity, Sub-Registry Office Bidhan Nagar (Salt
Lake City), District North 24-Parganas, Calcutta-700059,
together with one storied and partly two-storied building
dwelling house thereon and all rights in the four feet
common passage on the west and 10 (ten) feet wide common
passage on the South and all other rights, easements and
easement rights fully and particularly described in the
Schedule hereunder written or howsoever otherwise the same
and every part thereof now is or at any time hereto-before
was or were situate at butted and bounded called and known
numbered described or distinguished together with all
buildings walls fixtures and erections of every kind and
all legal incidents thereof and all yards ways paths passages
drains sewers water water-courses rights lights ancient
lights liberties easements privileges advantages and appur-
tenances whatsoever to the said message land hereditaments
and premises or any part thereof belonging or in anywise
appurtenant or usually held used occupied or enjoyed there-
with or deemed or reputed to belong or be appurtenant thereto
And All the Estate right title interest property claim and
demand whatsoever both at law and in equity of the Vendors
into or upon the said message land hereditaments tenement
dwelling house and premises hereby conveyed and every part
thereof To Have and To Hold the same unto and to the use of
the Purchaser his heirs, successors, executors, administrators,
representatives and assigns absolute and For Ever free from
all encumbrances and claims of the Vendors or their prede-
cessors-in-title and the Vendors doth hereby covenant with
the Purchaser that the Vendors are absolutely seized and
possessed of the said message tenement dwelling house land

S. K. Das
P. K. Das

Contd.....11.

hereditaments and premises hereby conveyed free from all encumbrances And That notwithstanding any act deed or thing by the Vendors or their predecessors-in-title done executed or knowingly suffered to the contrary the Vendors have good right title and interest and full power and absolute authority to grant sell convey and transfer the said property hereby transferred sold conveyed or expressed or intended so to be is free from all encumbrances attachments liens lispendens or charge whatsoever and that the Purchaser shall and will at all times hereafter peaceably and quietly possess and enjoy the said premises hereditaments and tenement absolutely without any lawful interruption claim or demand whatsoever from or by the Vendors or any person or persons claiming through them or in trust for them or their predecessor-in-title or interest free and clear of all manner of claims, charges, liens, attachments, encumbrances whatsoever made or suffered by the Vendors or their predecessor-in-title or any person or persons lawfully or equitably claiming any interest or estate in the said property or any part thereof And further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from or under or in trust for the Vendors or their predecessor-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser his heirs successors executors administrators representatives and assigns produce all documents relating to the property if any and do and execute or cause to be done or executed all such acts, deeds, things, and matters whatsoever for further and better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser his heirs successors executors administrators representatives and

Contd.....12.

assigns in the manner aforesaid as shall or may reasonably be required and the Vendors and all persons claiming as aforesaid shall and will from time to time and at all times hereafter save harmless and keep indemnified the Purchaser his heirs successors executors administrators representatives and assigns from and against all actions claims demands whatsoever in respect of the said property hereby sold by these presents.

SCHEDULE OF PROPERTY

00410

*S. Kundu.
P. Kundu.*

All that undivided 5/7 (fifth-seventh) share in the piece and parcel of land measuring three cottahs, seven chittaks and thirteen square feet (being divided and demarcated Plot 'D' shown in the registered Kobala dated 19th July, 1950) in R.S. Dag No. ⁵⁹¹/₆₁₃ and ⁵⁹¹/₆₁₄ (portion of C.S. Dag No. 609 and 610) of Khatian Nos. 494/1, 489/1, 251/1, 37/1, 464/1, 367/1 and 119/1 *in Khatian Tegharie village, Pargana Kulupukur* (Old Khatian No. 135) J.L. No. 9, R.S. No. 116, Touzi No. 1074, Police Station Rajarhat, within Gopalpur-Arjunpur No. 2 Gram Panchayet under Rajarhat Panchayet Samity, Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24-Parganas, Calcutta-700059 together with one storied and partly two-storied building dwelling house thereon and all rights in the four feet common passage on the west and 10' (ten) feet *together with all rights in the pond/tank named as Kulupukur and its bank* wide common passage on the South and all the rights and easement rights and butted and bounded as follows :-

- S. Kundu.
P. Kundu.*
- On the North : Land and house of Sri Gopal Chatterjee.
 - On the South : 10' (ten) feet wide common passage thereafter Kulupukur.
 - On the East : Premises No. TG-2/17, Tegharie (Kulupukur) belonging to Sri Prafulla Kundu and
 - On the West : Partly by premises No. TG-2/18-A, Tegharie (Kulupukur) of Smt. Basanti Majumder, Partly by the 4' (four) feet common passage and partly by the land and house of Vendors in Dag No. ⁵⁹¹/₆₁₃ of Khatian No. 189.

Contd.....13.

In Witness Whereof the Vendors hereto have hereunto signed and subscribed their respective hands and seal on the day, month and year first above written.

Signed, Sealed and delivered
in the presence of witnesses :-

1. Apu Kundu
53/1, Jangam Road
Calcutta-74

1. Sudhir Kundu

2. Gintu Ranjan Das
Admstr
85, Baitrak Khana Road,
Calcutta-700009

2. Pradip Kundu

V E N D O R S

Memo of consideration :

Received from the within-named Purchaser the within-mentioned sum of Rs. 1,41,000/- (Rupees one lakh fortyone thousand) only as full and final payment of the price and consideration money.

1) By the A/c Payee Cheque
dated 28.3.1993 of Rs.35,000/-
of Allahabad Bank, Kankurgachi
Branch, Calcutta-700054

... Rs. 35,000/-

2) By A/c Payee Cheque issued
by the H.D.F.C., Calcutta on
Central Bank of India,
Calcutta Main Branch.

... Rs. 1,06,000/-

Total : Rs. 1,41,000/-

(Rupees one lakh fortyone thousand only).

Witnesses :-

Apu Kundu
Gintu Ranjan Das
Admstr

Sudhir Kundu
Pradip Kundu



1
Supd. U/S 7 (b) P
Mumbai, 02/01/20

Registered in
BOOK No.
Volume No.
Page No.
Date: No.

87
I 8262
Dated, the 16th day of June, 1993.

CONVEYANCE

Between

1. Sri Sudhir Kundu.
2. Sri Pradip Kundu.

VENDORS.



Register U/S 7 (24) &
Muzaffarabad, Calcutta

5-7-2000



AND

Shri Tuhin Kanti Basak,
PURCHASER.

2
Register U/S 7 (24) &
Muzaffarabad, Calcutta

16.6.93

Mr. Chitteranjan Das, M.A., LL.B.
Advocate, High Court,
85, Balithak Khana Road,
Calcutta-700009.