

06604

7-05183 5000Rs.



MARKET VALUE RS 250000/-

B.D. RS 14710/-  
 867178 RS 11-5-07+872160 RS 1-10-07  
 +872224 RS 23-10-07  
 RS 2310/-

20/11/07  
 15/11/07  
 800 500  
 912 500  
 1000

A 1529-  
 E 14-  
 H 28-  
 M 4-  
 1575/-  
 C. G. G. G.  
 03/10/07

and also u/s..... of the  
 West Bengal L.R. Act 1955 duly  
 stamped (Exempted from Stamp  
 Duty) under the Indian Stamp  
 Act, 1899 as amended in 1952  
 Schedule IA No. 23/11/07  
 Stamp Fee.....

THIS INDENTURE made this 30<sup>th</sup> day of December, One  
 Thousand Nine Hundred and Ninety-Eight BETWEEN (1) SMT. CHHA YA  
BASU, wife of Late Amarendra Kumar Basu, by faith-Hindu, by  
 occupation-Housewife, (2) SRI SUVAM BASU, Son of Late Amaren-  
 dra Kumar Basu, by faith-Hindu, by occupation-Service, (3)  
SMT. IPSITA BHOWMICK, wife of Sri Sanjay Bhowmick, by faith-  
 Hindu, by occupation-Housewife, all residing at 10, Mandevilla  
 Gardens, 1st floor, Flat No.202, P.S. Gariahat, Calcutta-  
 700 019, hereinafter jointly called the VENDORS ( which expres-  
 sion shall unless excluded by or repugnant to the context be  
 deemed to mean and include their respective heirs, legal

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representatives, administrators and assigns ) of the  
FIRST PART :

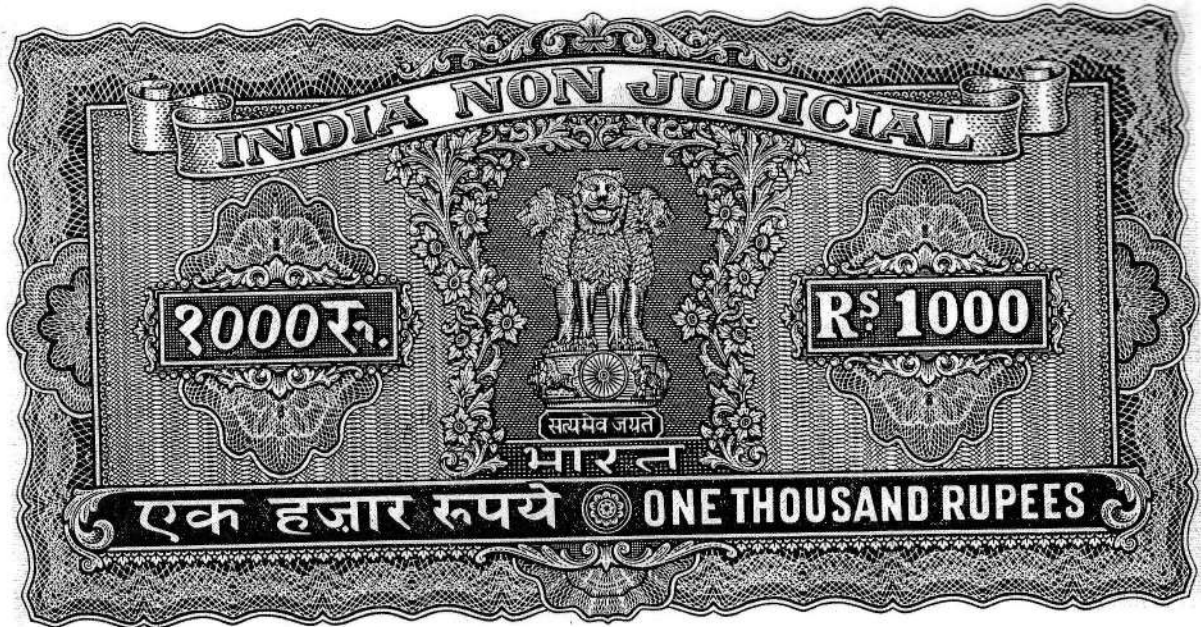
A N D

SRI PRADIP BISWAS, Son of Late Jagodish Chandra Biswas,  
 by faith-Hindu, by occupation-Business, residing at Ajoynagar,  
 P.O.Santoshpur, P.S. Kasba, Calcutta-700 075, hereinafter  
 referred to as the PURCHASER ( which expression shall unless  
 excluded by or repugnant to the context be deemed to mean  
 and include his heirs, legal representatives, executors,  
 administrators and assigns ) of the SECOND PART :

A N D

SMT. SOMA MALLICK, Wife of Sri Shib Kumar Mallick, by  
 faith-Hindu, by occupation-Housewife, residing at Sreenagar  
 Main Road, Garia, Calcutta-700 094, hereinafter referred to  
 as the CONFIRMING PARTY ( which expression shall unless

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excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns ) of the THIRD PART :

WHEREAS One Naba Kishore Mondal and Raj Kishore Mondal and others were seized and possessed of or otherwise well and sufficiently entitled to the land and hereditaments comprising C.S.Khatian Nos.5 & 6, R.S.Khatian Nos. 145 & 146 appertaining to C.S.Dag No.31, R.S.Dag No.92 & 110, lying and situate at Mouza Nayabad, J.L.No.25, R.S.No. 3, Police Station formerly Tollygunge then Jadavpur at present Kasba also lying within the limits of the Calcutta Municipal Corporation, Ward No.109, along with several other lands.

AND WHEREAS Jnanendra Nath Dey Sarkar and others of Baishnabghata by four Mourashi Mokarari Pattahs executed by the then Zamindar Bawali Mondal namely Kumud Krishna Mondal dated 6th day of January, 1911 and executed by Naba

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Kishore Mondal dated 1st day of August, 1910 and executed by Jugal Charan Mondal dated 2nd day of November, 1911 and executed by Gopi Kishore Mondal dated 1st day of August, 1911 took settlement in respect of certain portion of land of the aforesaid Dags and Khatians and enjoyed the said landed property. During the last District Survey Settlement the land of the said Mouza Nayabad was recorded in Khatian No.5, in their names in finally published Records of Rights.

AND WHEREAS the said Jnanendra Nath Dey Sarkar and others thereafter established a Firm in the name and style of ' The Suburban Agricultural Dairy & Fisheries ' by Registered Deed of Sale dated 1st day of May, 1939 and registered at the Office of the Joint Sub-Registrar at Alipore and recorded in Book No.I, Volume No.9, Pages 68 to 83, being Deed No.440, for the year 1939, transferred and conveyed the said property in favour of the said Company.

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AND WHEREAS the said Company thereafter for the purpose of separately demarcating their land and also for the purpose of exclusive possession and enjoyment instituted a Partition Suit being Suit No.16 of 1941, before the Third Subordinate Judge at Alipore. After hearing of the said Suit and on the basis of preliminary Decree passed in the said Suit all the Co-sharers of the said property divided and demarcated the said property among themselves.

AND WHEREAS one of the Defendants namely Pratul Chandra Mondal since deceased acquired the property in respect of his 63/320th share in the said property in the Title Suit No.16 of 1941.

AND WHEREAS the said Pratul Chandra Mondal died intestate leaving behind him surviving his wife Smt. Labanya Prova Mondal and two sons namely Malay Kumar Mondal and Swapan Kumar Mondal as his only legal heirs and successors.

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AND WHEREAS in connection with the said Suit Final Decree was passed by the said Learned Court on 4th day of June, 1971 on the basis of the Report submitted by the said Pleader Commissioner.

AND WHEREAS in the Report submitted by the Pleader Commissioner Smt. Labanya Prova Mondal one of the heirs of the deceased Pratul Chandra Mondal was allotted Sali land comprising C.S.Dag No.31, R.S.Dag Nos.110 & 92 under C.S. Khatian No.5, R.S.Khatian Nos.145 & 146 of the said Mouza Nayabad, P.S. Kasba, District South 24-Parganas.

AND WHEREAS subsequently Smt. Labanya Prova Mondal, Wife of Late Pratul Chandra Mondal by a Registered Kobala registered at the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.146, Pages 75 to 84, Being No.5304, for the year 1975, sold, transferred and conveyed the land and hereditaments more fully described in the

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Schedule below as well as mentioned in the Partition Plan marked 'Ga' in the said Suit as per Final Decree dated 4th day of June, 1971, unto and in favour of Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey, for a valuable Consideration mentioned therein.

AND WHEREAS the said Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey after purchase of the said land divided the said land into various small plots, opened roads, common passages for free ingress and egress to and from those plots.

AND WHEREAS thereafter Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey by an Indenture of Sale registered at the Office of the Sub-Registrar Alipore and recorded in Book No. I, Volume No. 140, Pages 72 to 79, Being No. 5327, for the year 1975, sold, transferred and conveyed 2 Bighas 3 Cottahs 4 Chittacks of Sali land comprising C.S. Khatian No. 6, of C.S. Dag No. 31, R.S. Khatian Nos. 145 & 146 of R.S. Dag No.

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110 of the said Mouza Nayabad unto and in favour of Amarendra Kumar Basu since deceased the predecessor-in-interest of the Vendors of these presents.

AND WHEREAS while the said Amarendra Kumar Basu enjoyed the said land exercising all rights of ownership thereto died intestate leaving behind him surviving his only wife Smt. Chhaya Basu and only son Sri Suvam Basu and only daughter Smt. Ipsita Brownick the Vendors of these presents as his only legal heirs who inherited the said land in equal share and jointly enjoying the said land in ejmali rights.

AND WHEREAS at present the Vendor being in need of Cash money for meeting their various legal reasons, expressed their desire for absolute Sale of a piece and parcel of Sali land measuring 7 Cottahs more or less free from all encumbrances at a fixed price or Consideration of Rs. 1,40,000/- (Rupees One Lakh Forty Thousand) only and the Purchaser herein has agreed to purchase the said plot of land at the said Consideration.

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NOW THIS INDENTURE WITNESSETH that in Consideration of the said sum of Es.1,40,000/- ( Rupees One Lakh Forty Thousand ) only well and truly paid by the Purchaser to the Vendors at or before the execution of these presents ( the receipt whereof the Vendors do hereby admit and acknowledge as per Memo of Consideration hereunder written and of and from the payment of the same and every part thereof thereof the Vendors do hereby acquit, release, and forever discharge the said Purchaser as well as the land hereby sold ) the Vendors do hereby grant, transfer, convey, sell, assure and assign unto the Purchaser ALL THAT piece and parcel of land measuring 7 Cottahs be the same a little more or less, lying and situate at Mouza Nayabad, J.L.No.25, R.S.No.3, comprising R.S.Dag No.110 under R.S. Khatian Nos.145 & 146, P.S. Kasba, at present lying within the limits of the Calcutta Municipal Corporation, Ward No.109, District 24-Parganas South, morefully and particularly described in the Schedule below and delineated in the Map or Plan annexed hereto and shown by RED border lines

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therein 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, water, watercourses 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 Vendors 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 may be in the custody, power, control or possession of the Vendors or any person or persons from whom the Vendors may procure the same without any lawful action or suit TO HAVE AND TO HOLD the said land so to be unto the said Purchaser

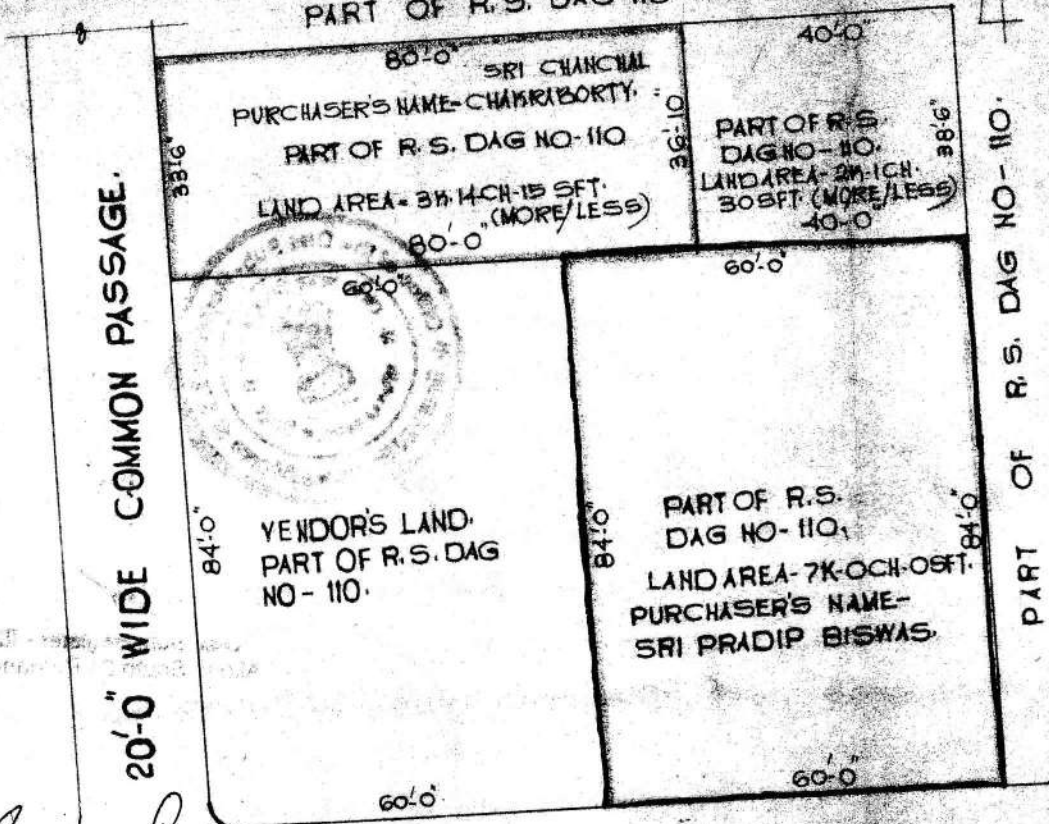
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LAND PLAN SHOWING THE POSITION OF LAND IN PART  
 AT MOUZA - NAYABAD, UNDER CALCUTTA MUNICIPAL  
 CORPORATION PS KASBA, SHEET NO-1, J.L. NO. 25  
 PART OF R.S. DAG NO-110.

SCALE: 1" = 25'-0"

PURCHASED AREA SHOWN IN DRAWING WITH RED BORDER LINE

PART OF R.S. DAG NO-110.



Suxam Basu  
 Ipsita Bhattacharya  
 Chayan Basu  
 Soma Mallick.

absolutely forever free from all encumbrances and the Vendors do hereby covenant with the Purchaser that Notwithstanding any act, deed, matters whatsoever made done executed or knowingly suffered to the contrary the Vendors now have good right, full power, absolutely 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 said Purchaser in manner aforesaid and delivered vacant and peaceful possession of the said land to the Purchaser simultaneously with the execution of these presents AND the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land or every part thereof and pay the rents and taxes to the Appropriate Authorities upon getting the name of the Purchaser mutated in the Office of the Calcutta 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 Vendors or any of their predecessor-in-title and that free and clear, freely and clearly and absolutely acquitted, exonerated, discharged, saved harmless and keep the Purchaser indemnified from or against all charges estates, encumbrances created by the Vendors or any of their predecessor-in-title and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER the Vendors and all person or persons having lawfully or equitably claiming any estate or interest upon the said land or any part thereof from under or in trust for

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the Vendors shall and will from time to time or at all times hereafter at the cost and request of the Purchaser 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 Purchaser as shall or may be reasonably required.

THE Vendors also declare that the Purchaser, his heirs, executors, successors, representatives, administrators and assigns shall be allowed and/or permitted to use in perpetuity the 40'ft. Wide Road with right to take Electric, Tap water, Gas, Telephone etc., connections through the said 40'ft. Wide Road with all sorts of easement rights thereto.

THE Vendors also declare that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred by the Vendors and there is no charge, lien, lispendens, encumbrances or any attachment whatsoever. The said land is no subject to any litigation nor any case suit or proceeding is pending before any Court of Law against the said land. The Vendors sold the said land while having good clear and marketable title therein and free from all encumbrances.

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

IF any error or omission is detected in this Deed in future the Vendors shall at the costs and request of the Purchaser do and execute or cause to be done and executed any Deed of Rectification/Declaration or any Supplementary Deed in favour of the Purchaser and/or his heirs, executors, representatives and assigns.

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THE Confirming Party Smt. Soma Mallick doth hereby declare that she has entered into an Agreement on 19th day of February, 1998, with the Vendors of these presents for purchase of the Schedule mentioned land and accordingly the Confirming Party paid a sum of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand ) only to the Vendors but the Confirming Party being unable to purchase the said land has nominated the Present Purchaser and the Confirming Party has received back the said amount of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand ) only from the Present Purchaser by Demand Draft No.337006 --- , dtd.29.12.98 of Syndicate Bank, Jadavpur Branch, as such the Confirming Party has no right, title, interest or any claim and demand whatsoever upon the Schedule mentioned land and the Confirming Party doth hereby confirm this Sale.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring 7 Cottahs be the same a little more or less lying and situate at Mouza-Nayabad, J.L.No.25, R.S.No.3 under Touzi No.56, comprising C.S.Khatian No.5, R.S.Khatian Nos.145 & 146, appertaining to C.S.Dag No.31, R.S.Dag No.110, P.S. formerly Tollygunge then Jadavpur at present Kasba, also lying within the limits of the Calcutta Municipal Corporation, Ward No.109, Sub-Registry Office Alipore at present Sealdah, District South 24-Parganas together with all sorts of easement rights through and over 40'ft. Wide Road and the said land is delineated in the Map or Plan annexed hereto and depicted by RED border lines therein, being butted and bounded in the manner following :-

On the North : R.S.Dag No.110 (Part).  
On the South : 40'ft. Wide Road.  
On the East : R.S.Dag No.110 (Part). *Vendor's Land.*  
On the West : R.S.Dag No.110 (Part).

THE Confirming Party Smt. Soma Mallick doth hereby declare that she has entered into an Agreement on 19th day of February, 1998, with the Vendors of these presents for purchase of the Schedule mentioned land and accordingly the Confirming Party paid a sum of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand ) only to the Vendors but the Confirming Party being unable to purchase the said land has nominated the Present Purchaser and the Confirming Party has received back the said amount of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand ) only from the Present Purchaser by Demand Draft No.337006 --- , dtd.29.12.98 of Syndicate Bank, Jadavpur Branch, as such the Confirming Party has no right, title, interest or any claim and demand whatsoever upon the Schedule mentioned land and the Confirming Party doth hereby confirm this Sale.

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On the South : 40'ft. Wide Road.  
On the East : R.S.Dag No.110 (Part). *Vendor's Land.*  
On the West : R.S.Dag No.110 (Part).

THE land hereby sold is used for the purpose of  
Agruculture.

PROPORTIONATE RENT of Rs.2/- payable to the Collector,  
24-Parganas South, for the State of West Bengal.

IN WITNESS WHEREOF the Vendors have hereunto set and  
subscribed their respective hands on the day, month and year  
first above written.

In presence of :-

- 1) *Debnath Chakrabarti*  
*380 p. A. Sha Road*  
*Cal - 700045* 1. *Chayan Basu*
- 2) *Sikhab Chandrasan*  
*230A, Rash Behari Anand*  
*Calcutta - 700019.* 2. *Suvam Basu*
3. *Ipsita Bhattacharya*  
Vendors

*Soma Mallik*  
-----  
Confirming Party

Memo of Consideration  
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contd...



Memo of Consideration

RECEIVED from the Purchaser the within-mentioned sum of  
Rs. 1,40,000/- ( Rupees One Lac Forty Thousand ) only being the  
full Consideration money in the manner hereunder written.

By Demand Draft No.337006, ... Es. 1,20,000.00

Dtd. 29.12.98, of Syndicate Bank

Jadavpur Branch paid to the

Confirming Party.

By Cash ... .. Es. 20,000.00

TOTAL : Es. 1,40,000.00

( Rupees One Lakh Forty Thousand ) only.

Witnesses :-

1) Debnath Chakrabarti  
350 P. A. Sta. Road  
Cal-45

1. Chhaya Basu

2. Suvam Basu

2) Arvind Chandra Bose  
230A, Rash Behari Anand  
Calcutta - 700019.

3. Ipsita Bhattacharya  
Vendors

Drafted by me :  
Anil Kumar Das  
12/1378/81.  
Advocate  
Alipore Police Court  
Calcutta-27.

Soma Mallick  
Confirming Party

Typed by :

Jayanta Sinha.  
( Jayanta Sinha )  
Alipore Police Court  
Calcutta-27.

DATED THIS THE 30<sup>th</sup> DAY OF DECEMBER, 1998.

DEED OF CONVEYANCE

M A D E

B E T W E E N

1. SMT. CHHAYA BASU
2. SRI SUVAM BASU
3. SMT. IPSITA BHOWMICK ... VENDORS

A N D

SRI PRADIP BISWAS ... PURCHASER

A N D

SMT. SOMA MALLICK ... CONFIRMING PARTY.

DRAFTED BY :

ADVOCATE  
ALIPORE POLICE COURT  
CALCUTTA-700 027.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 16  
Page from 3955 to 3981  
being No 05183 for the year 2007.

*K. Parai*



(Kalobaran Parai) 20-October-2009  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R.-III SOUTH 24-PARGANAS  
West Bengal