

16795 200Rs.

2

Deed no
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2



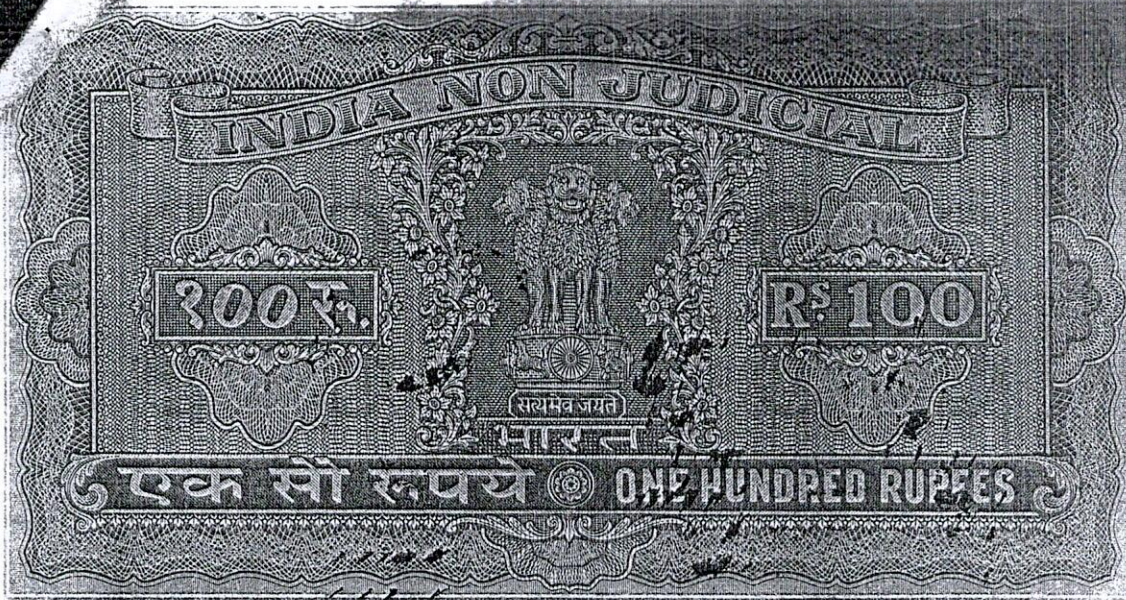
[Faded and mostly illegible text, possibly a list of items or charges]

17788
A 55/-
28/-
MLW 4/-
87/-

District Sub-Registrar
South 24-Parganas

THIS DEED OF SALE made this the 20th day of SEPTEMBER One thousand Nine hundred and Eighty six, BETWEEN SRI NIRMAL KANTI CHOWHURY, son of Late Surendra Mohan Chowdhury, by faith Hindu, by occupation Service, residing at 10, Rajkrishna Paul Lane, Police Station Rasba, Calcutta- 700 075 for and on behalf of SRI BIMAL MUKHERJEE, son of Late Hiralal Mukherjee by faith Hindu, by occupation Services, residing at Barada Avenue, Garia, District South 24-parganas, as his true and lawful constituted attorney hereinafter

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-: 2 :-

called the "VENDOR" (which terms of expression shall always mean and include his heirs, executors, administrators, representatives and assigns) of the ONE PART.

A N D

SRI ANJAN KUMAR BOSE, son of Sri Arun Kumar Bose, by religion Hindu, by occupation Service, residing at Munsif Para, P.O. & Police Station Basirhat, District 24-Parganas(North) hereinafter called the "PURCHASER" (which terms of expression shall always mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

W H E R E A S the land 'shali' in nature measuring more or less 1(one) bigha situated and lying at Mouja Nayabad J.L. No.25 under Khatian No.89, Dag No.137, R.S. No.3, Fouzi No.56 within Garfa Anchal Panchayet now within the limit of the Calcutta Municipal Corporation, Police Station Kasba in the District of 24-Parganas(now 24-Parganas,south) purchased by the present owner sri Bimal Mukherjee son of late Hiralal Mukherjee, of Barada Avenue, Garia, District south 24-Parganas by virtue of registered sale deed bearing No.1778, dated 16.4.80 and the same is entered in Book No.1, Volume No.49 Pages 225 to 229, Being No.1778 for the year 1980 of sub-

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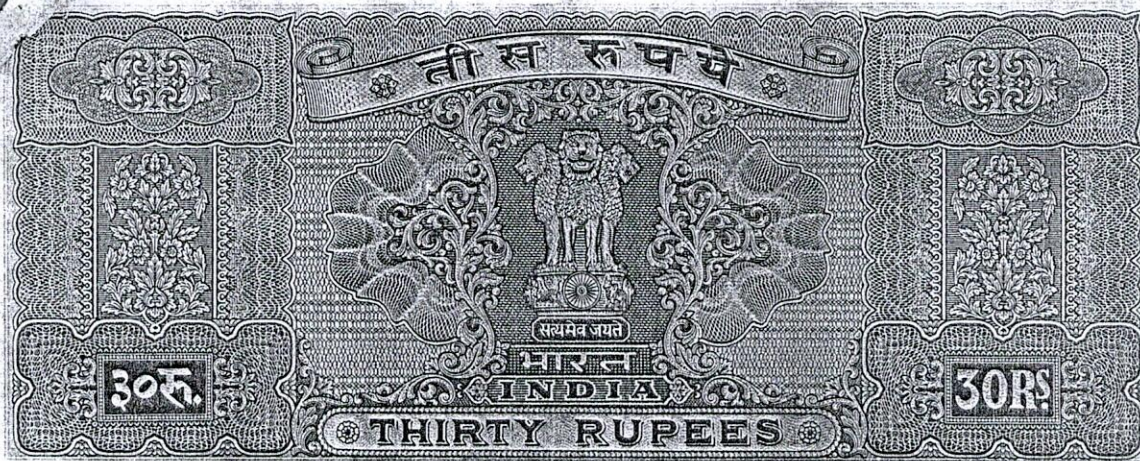
-: 3 :-

Sub-Registrar at Alipore, 24-parganas from its the then owner Sri Arjun Porel son of Late Phani Porel of village Atghota Police Station Sonarpur, District 24-Parganas and took khas absolute and physical possession over the aforesaid shali land which is in absolute physical possession of the present owner;

WHEREAS the said Vendor Sri Arjun Porel got the aforesaid property which is fully mentioned in the schedule hereunder from the then owner Sri Sachindra Nath who was the Executor of "Swarnamoyee Dasee Estate" and recorded his name in the Revisional Survey Settlement as Raiyat over the total area of land measuring 6.87 acres and became the absolute owner of the same;

AND WHEREAS thus becoming the absolute owner of the land measuring 6.87 acres the then owner Shri Arjun porel sold out one Bigha of ~~the~~ land to the present owner by virtue of registered sale deed mentioned above and handover khas possession of the said land to the present owner Sri Bimal Mukherjee who intends to dispose of his land along with all easement rights to different purchasers in different sale deeds demarcating the said land in different plots shown in the plan annexed herewith;

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-: 4 :-

AND WHEREAS the present owner of the said land which is fully mentioned in the schedule hereunder, is engaged in his urgent private piece of business and busy otherwise and unable to represent himself before the Registering Authority executed a GENERAL POWER OF ATTORNEY on 23.8.86 in favour of his welwisher Sri Nirmal Kanti Chowdhury the Vendor in this indenture for and on his behalf to sale out the land plotwise to different persons under his choice in different consideration and the said Vendor Sri Nirmal Kanti Chowdhury on behalf of the present owner of the said land fully described in the schedule below, tender his willingness to dispose of the present plot bearing No.12A shown in the plan annexed herewith an area of 3(three) cottahs of 'shali' land to the intending purchaser at a consideration of Rs.6,000/- (Rupees six thousand only) which is accepted granted and agreed by the Purchaser to this Indenture;

AND WHEREAS the present purchaser of this Indenture agreed to purchase the ~~land~~ land measuring more or less 3(three) cottahs specifically described in the schedule hereunder lying and situated at Mouja Nayabad under Khatian No.89 comprised in Dag No.137, Police Station Kasba in the District of 24-Parganas (now known as South 24-Parganas) being plan plot No.12A which is shown and delineated in the Map or plan

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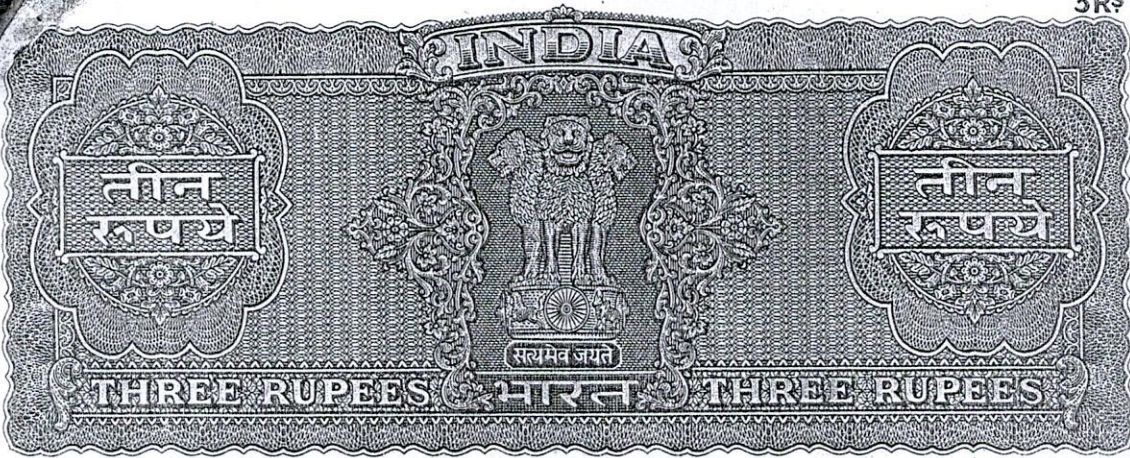


-: 5 :-

annexed hereto and shown in the Red Bordered for or at the price of Rs.6,000/- (Rupees six thousand only) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Vendor on receipt of the entire consideration money, amounting to Rs. 6,000/- (Rupees six thousand only) in the manner as detailed in the Memo of consideration from the purchaser and the said Vendor grant and convey unto and to the use of the said Purchaser ALL THAT PIECE AND PARCEL of 'shali' land measuring 3 (three) cottahs together with all the rights of easements, interests, possession, hereditaments of said land which is more particularly described hereunder in the schedule below and delineated with Red bordered in the annexed plan herewith OR HOWSOEVER OTHERWISE the said land hereditaments and premises or any part thereof now are or at any time heretofore were or was situated, bounded, described or distinguished TOGETHERWITH all yards, fences, walls liberties, privileges, easement over 30' ft wide passage appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining thereto free from all encumbrances TO HAVE AND TO HOLD the said land messuages, hereditaments and premises belongings to or in any way appertaining thereto hereby

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--: 6 :-

conveyed to expressed or intended so to be with their appurtenances unto the Purchaser absolutely and for ever free and clear and freed and discharged, equities of all kinds whatsoever but subject to the payment of rent and taxes and the Vendor doth hereby covenant with the purchaser that NOTWITHSTANDING any act deeds or things by the Vendor done executed or knowingly suffered to the contrary the Vendor has now good full power and absolute authority in the manner aforesaid and that the purchaser shall and may at all times hereinafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents, issues and profits thereof without any interruption claim or demand whatsoever from or by the Vendor or any persons lawfully and equitably claiming from the Vendor or in trust for the Vendor and further the Purchaser is entitled to have his name mutated in the authority concerned by appertaining the rent of the land described in the schedule below.

FURTHER the purchaser and his successors in title for all time and for all purposes to freely pass and repass over and upon the 30 ft. wide passage and to enjoy easements rights, whatsoever thereto and to have light, phone, water, drain connection appendages appurtenances whatsoever or any part thereof.

contd/p-7

AN OF MENTZ NAYAKH... 20...
 ... 3... DAR NO... 37... PS...

SOLD AREA COLOURED IN RED

AREA OF LAND

KH. CH. SFT

P-12 = 5 - 0 - 0

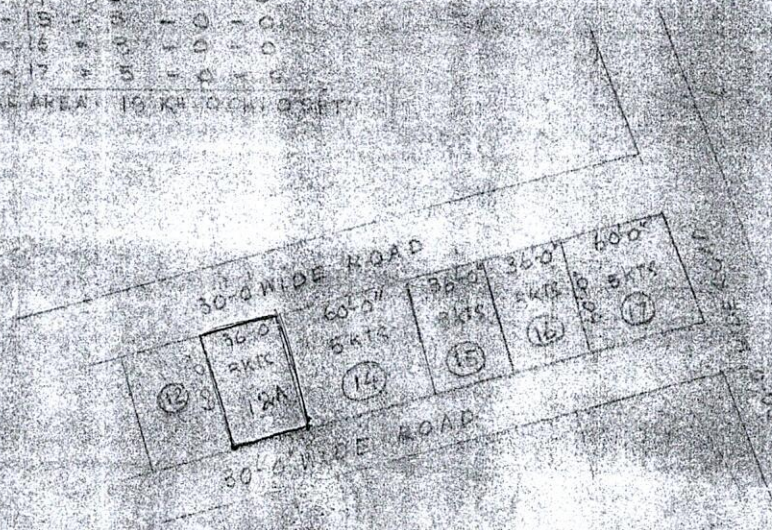
P-14 = 5 - 0 - 0

P-15 = 5 - 0 - 0

P-16 = 5 - 0 - 0

P-17 = 5 - 0 - 0

TOTAL AREA: 10 KH. 0 CH. 0 SFT



Niraj Kumar Choudhary



-: 7 :-

AND FURTHER the Vendor on behalf of the present owner shall and will from time to time and at all times hereafter upon the reasonable request and at the cost of the purchaser do and execute all such acts deeds and things for further and more perfectly assuring the said land hereditaments and premises unto the Purchaser in the manner aforesaid, AND FURTHER the Vendor on behalf of the present owner of the land agrees to refund the consideration money with all costs and registration of the Purchaser if the Purchaser's khas and absolute possession in the land, fully mentioned in the schedule hereunder written hereby conveyed is disturbed due to the fault of the owner of the land or found defect in title thereto in any manner.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT ~~piece~~ and parcel of land measuring more or less 3 (three) cottahs of land lying and situated at Mouja Nayabad J.L. No. 25, comprised in Khatian No.89, appertaining to Dag No.137, R.S.No.3 Touzi No.56 now within the Calcutta Municipal Corporation, under Police Station Kasba in the District of 24-Parganas (now known as District South 24-Parganas) being plot No.12A used as 'shali' land along with all easement attached thereto butted and bounded in the manner as follows:-

ON THE NORTH : 30 ft. wide Road;
ON THE SOUTH : 30 ft. wide Road;
ON THE EAST : Plan plot No. 12; A n d
ON THE WEST : plan plot No.14.

contd/p-8

-: 8 :-

The annual proportionate rent 23 paise payable to the Collectorate 24-Parganas(South).

IN WITNESSES WHEREOF the Vendor hereunto on behalf of the owner set and subscribed his hand and seal this day month and the year first above written.

SIGNED SEALED AND
DELIVERED IN THE
PRESENCE OF

WITNESSES

1. Jagannath Prasad -
78, Garia main Road -
Jadapur - Cal-75,

2. Pradip K. Saha
9A, Lal Krishna Sa
Kane
Cal-75

Nirmal Kound. Chowdhury

(Signature of the Vendor)

For and on behalf of the owner:
Sri Bimal Mukherjee as his true
lawful and constituted attorney.

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MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned consideration of Rs. 6,000/- (Rupees six thousand only). in cash.

... Rs. 6,000/- (Rupees six thousand only).

Witnesses.

1. Jagannath Bora -
78, Gosta main Road
Jadavpur - Cal - 75
2. Pradip Dutta
9A Raj Krishna Park Lane -
Cal - 75

Niraj Kumar Ghoshal

(Signature of the Vendor)

For and on behalf of the owner
Sri Bimal Mukherjee as his true
lawful and constituted attorney.

Drafted by:

A. S. Kumar Gp 12
Advocate

Typed by

Panabur Sr

Alipore Criminal Court.