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# SALE DEED

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#### AND

Sri Ashoke Nag Chowdhury son of Sri Swadesh Ranjan Nag Chowdhury by faith Hindu by occupation Business, residing at - Natunpara, Baruipur, Police Station - Baruipur, District 24 Parganas (South), hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART

WHEREAS the demarcated piece and parcel of land measuring .05½ decimals comprised in C.S. Dag No., 1387, R.S. Dag No.  $\frac{1387}{3149}$ , R.S. Khatian No. 4398, Touzi No -250, R.S. No. 71, J. L. NO. 31, Pargana - Medanmolla, Mouza, A.D.S.R. Office and Police Station - Baruipur, District -

South 24 - Parganas, was originally belonged to Subodh Chandra Bhadra and while he was seized and possessed of the aforesaid fand with full right, title and interest, he sold, conveyed and transferred the same to Bibhuti Bhusan Ghosh by a sale deed dated 24.02.1967 and the said deed was registered at Baruipur S.R. Office in Book No. -1, Volume No.- 35 Pages - 29 to 32, Being No. - 1187 for the year 1967.

AND WHEREAS after purchase of the said vacant plot of land, the said Bibhuti Bhusan Ghosh mutated his name in the records of right maintains by J.L.R.O., Baruipur, and also in the office of Baruipur Municipality. AND WHERE AS while he was in peaceful possession of the said vacant plot of land, the said Bibhuti Bhusan Ghosh obtaining building plan duly sanctioned from the Bauipur Municipality constructed a single storey building thereon having covered

area of 1185 sq. Ft. and also constructed a staircase up to the roof of the building and WHEREAS while said Bibhuti Bhusan Ghosh was seized and possessed of the aforesaid properties with full right, title and interest died intestate, on 27th November, 1986 and his property devolved upon his widow Smt. Kanak Ghosh, two married daughters namely Smt. Shanta Mukherjee, Smt. Mala Dutta and two sons Anup Ghosh and Dr. Adhip Ghosh equally under the provision of the Hindu succession Act, 1956.

AND WHEREAS after the death of said Bibhuti Bhusan Ghosh his aforesaid legal heirs sons, daughters and widow mutated their names in the relevant records of the concerned authorities.

AND WHEREAS the legal heirs of Bibhuti Bhusan Ghosh, since deceased, after obtaining sanction and permission from Baruipur Municipality made constructions on the 1st. floor of the aforesaid one storey building having covered area of 1185 sq.ft. consisting of two Bed Rooms, one Dining-cum-Drawing Room, Verandah on east and north, one corridor, one kitchen and one privy cum bath room and WHERE AS the aforesaid sons, daughters and widow, the legal heirs of Late Bhibhuti Bhusan Ghosh, while they were seized and possessed of the aforesaid two storied building together with land jointly out of them 1. Smt. Kanak Ghosh 2. Smt. Shanta Mukherjee 3. Sri Anup Ghosh 4. Smt. Mala Dutta that is the legal heirs of Late Bibhuti Bhusan Ghosh, out of natural love and affection gifted their undivided share therein in all that the entire 1st. floor self contained flat properties covering an area of -1185 sq.ft. together with proportionate undivided share of the land underneath the building

with right to use the stiarease to upto the roof of the building and also common area of land around the building to Dr. Adhip Ghesh by a deed of gift dated 29.06.1992 and the said deed was registered and recorded in the office of District Registrar at Alipur as deed No. 11178 and WHEREAS the vendor has become the absolute owner of the aforesaid all that entire 1st. floor self contained flat properties morefully described in the schedule hereunder by way of in heritence from his father and also by a deed of gift dated 29.6.1992 from his brother, sisters and mother stated above. AND WHEREAS the present vendor after becoming the absolute owner of the under schedule property has mutated his name in the office of Bauripur Municipality AND WHEREAS the present vendor has absolute right, possession and marketable title to sell the schedule property elsewhere.

AND WHEREAS the Purchaser proposed to the Vendor to purchase the property described in the schedule hereunder free from all encumbrances at a total consideration of Rs.3,90,000/- (Rupees Three Lakhs Ninety thousand only)

NOW THIS INDENTURE WITNESSES, that in pursuance of the said agreement and in consideration of the sum of Rs.3,90,000/- (Rupees Three Lakhs Ninety thousand only) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledge), the said Vendor do hereby convey to the said Purchaser, free from encumbrances, the under schedule property.

WHEREAS the Vendor do hereby grant, sell, convey and transfer the under schedule property, is more particularly delineated and coloured by RED border in the map or plan annexed hereto, TOGETHER with trees, fences, hedges,

ditches, ways, waters, watercourses, liberties, privileges, casements and appurtenances whatsoever of the said property and premises belonging or in any way appertaining or usually hold or occupied herewith, or reputed to belong or be appurtenant thereto, AND ALL the estate, right, title, interest, claim and demand whatsoever of the Vendor in or to the property hereby conveyed and every part thereof: TO HOLD the same to the purchaser, his heirs, administrators or assigns absolutely.

THE VENDOR do hereby deliver to the Purchaser all deeds, evidence and writings now in his possession and custody relating to the title of the Vendor to the property hereby conveyed AND the Vendor and all persons claiming under him do thereby covenant with the Purchaser his heirs, administrators or assigns, that the Vendor is now lawfully seized and possessed of the said

property free from any encumbrances or defect whatsoever and that he has absolute authority to sell the said property in manner aforesaid. AND the purchaser may hereafter peaceably and quietly possess and enjoy the said property in Khas or through tenants without any claim or demand whatsoever from the Vendor or any persons claiming through or under them. AND the Vendor his heirs, administrators or assigns covenant to save harmless, and keep indemnified the purchaser, his heirs, administrators or assigns from or against all encumbrances, charges and equities whatsoever. AND the Vendor, his heirs, administrators or assigns further covenant that he or they shall at the request and cost of the purchaser, his heirs, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assigns the said property and every part thereof in manner aforesaid as also putting him or them in possession of the same according to the true intent and meaning of this deed.

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## SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT the entire 1st. floor self contained flat consisting of two Bed Rooms, one Dining-cum-Drawing room, Verandah on east and north, one Corridor one Kitchen, one Privy-cum-Bath Room, covering an area of about 1185 sq. ft. shown and delineated in the annexed plan of the 1st. floor flat bordered by RED colour, together with proportionate undivided share of the land underneath the building with right to construct a separate staircase, if so necessary, to use the staircase through gates of roof of the building and also common areas of land around the building for movement and other purposes situated at Ukil para within ward No-15. Holding No- 68/A of Baruipur Municipality, out of land area of 3 Kattha 5 Chattak equivalent to 05½ deci. Comprised in C.S. Dag No. 1387, R.S. Dag No.  $\frac{1387}{3149}$ , Khatian No. - 4398 Touzi No - 250, R.S. No- 71, J. L. No. - 31 Mouza - Baruipur, Pargana - Medanmolla A. D. S. R. Office and P. S. - Baruipur, Dist. - 24-Parganas (South).

## BUTTED AND BOUNDED ON THE FOLLOWING MANNER

On the North: By Ukilpara Road

On the East: By the house of Late Dinendra Lal Banerjee

On the South : By the house of satyendra Kumar Ghosh

On the West: By the house of Late Nagendra Chandra Bhadra

IN WITNESS whereof the Vendor has hereunto set and subscribed his hand and seal the day, month and year first above written.

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Signed, Sealed and delivered in the presence of witnesses:

1. Amit Kr. Dan. 310 Monam Kenta Dan. RayPun, 24 995 (3)

Subul Halder Ho. Dhiren Halder Kaskaspus, 24 Parganers (S), Senes pus p.s. P

Adiep Rough. Signature of the Vendor

### MEMO OF CONSIDERATION

1. United Bank of Judia Amount 86,000 for Pay Order Ch. 180678106

BMEC. Dated 20.03.01

2. Citibank Amount 3,04,000/- Managurs chique no 182346

43, Christonghee Ross Br. Dated 20.03.01

Adup arms.

IN WITNESS whereof the Vendor has hereunto-set-and-subscribed his hand and seal the day, month and year first above written.

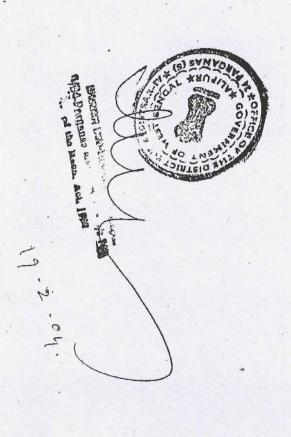
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- 2. Sukal Halder.

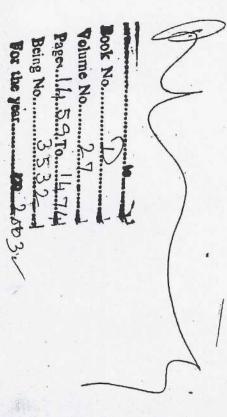
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Aduin Rowh.
Signature of the Vendor

Drafted by me Advocate: Sukanya Mhatiachary adv. Dwinifur Civil Court.
Composed by me: Abul Kalam Holls







A OF COV. 1/85 SET. C.S. DAG NO. 1387 CCLOR CLAN-DIST SOUTH 24 PARGANAS: WARD NO. 15- UN OFR WARVITURE. ARP ON THE BASIS OF PVEY SITE PLAN. SCALE 1" 16:0" F

