

WEST BENGAL

Total Rs. 1093.50

Fee Paid

A 97.50 E 4.00 N 3.50

District Sub-S gistrer.

Alignar, 24 Preg.

THIS DEED OF SALE made this |4|k day of Falling
One thousand nine hundred and seventy five BETWEEN

SREEMATI PANKAJINI DEBI, widow of Late Charu Chandra
Chatterjee, (2) DEVA PROSAD CHATTERJEE, (3) SATYA PROSAD

CHATTERJEE, (4) NILAMBU PROSAD CHATTERJEE, (5) GOURANCA

PROSAD CHATTERJEE, (6) SAKTI PROSAD CHATTERJEE, (7)

PROMAB PROSAD CHATTERJEE and (8) RAM PROSAD CHATTERJEE and som of Sound Late Change Challerjee Road, all residing at No.4, Pankajini Chatterjee Road,

76 Rese Dur. ey 33 1000 Duc 11/2/75 35024 11.2.75 - 1000 L 35020 11/2 -452 3504411/2 -35050 11/2-·52 (~1050.20P enseted his Registration and AM.P.M. un stem Jeb 75 or the Sedar Registration (Mine Alixore, 24 Process by Saliffy Prasados at - or one of Chatty Spa, I a char chain Cheling Pankopin Cholign D, Coll 33 ATTERNEY TOT ... fault aim Dela Go Dela Possa Chathy by Sall de Pada by Cash- Heiner by broke Exercitant / Claumant bulling to Chathy Ball de Pada Chathy Go Franch Basin R. wolden for Belf and by cash- Hims Grandens Power of attorney No. 2 Chetyn + Ranu Pr. as agreat for Paukajini 🖦 1973 aithethalane Deli Deva Busa Chelly Nilaulen Poasad Chall District Rub-Registrer.
Alignus, 24 Pagg. Sakti Poasad Challyin, Poan Poasad Challyn + Raw prasa Ch Soly Tropio Cutting for self (2) Gowenga frasar Chall as Director a also as oyl q 80 of Charm Ch. Chall of 4 Paukajin Chally to Do. Cal 33. For self and as Director of c. e. R. P. Pla, Hends K. lidy Gomega Krason Chatherin for sell and as disertos CCR.P. PALLO dispensed with pobula oh. Waskar. Aligur, 24



Calcutta-33, by faith Hindu, by occupation Landlord hereinafter collectively called the " V_E N D O R S" (which expression shall unless excluded by or repugnant to the context include their and each of their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART. Charu Chandra Real properties Private Limited, a Private Limited Limbility Company having its registered Office at No.4, Pankajini chatterjee Road, calcutta=33, hereinafter called the " CONFIRMING PARTY." of the SECOND PART A N D SREEMATI KABITA ROY, Wife of Sri Ashok Kumar Roy residing at no.76, Russu Road East 2nd Lane, Calcutta-33, by faith Hindu, by occupation grihasthali, hereinafter called the

Cat 2w due, Cul-17

Lore 11/175 John Mipur.



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the "PURCHASER" (which expression shall unless excluded by or repugnant to the context include her heirs, executors, administrators, representatives and assigns) of the THIRD PART.

WHEREAS the piece or purcel of lund recorded as C.S. plot or Dag no. 518 in C.S. khatian no. 103, of Mouza Kankulia was the absolute property of one Momrej Mondal.

AND WHEREAS by an agreement dated the lith July, 1931 the said Momrej Mondal agreed to sell the said land and other lands to the said Charu Chandra -Chatterjee and one Malini Mohan Banerjee.

AND WHEREAS before the sale under the said agreement could be completed the said Momrej Mondal died cont d. .



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died leaving three sons Jonab Ali Mondol, Ahmad Ali Mondol and Asraf Ali Mondol and Sm. Fatema Bibi his widow as his heirs and legal representatives surviving him and seized and possessed of properties including the lands under the said agreement for sale.

AND WHEREAS the said Charu Chandra Chatterjee and Malini Mohan Banerjee instituted Title Suit no.33 of 1936 in the 2nd court of the Subordinate Judge at Alipore, District 24- Parganas against the said heirs and legal representatives of Momrej Mondol deceased which went upto the Title Appeal no.441 of 1937 in the Court of the District Judge, Alipore, District 24- Parganas in which finally a decree for -



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for specific performance of the said agreement was passed in favour of the said Charu Chandra Chatterjee and Malini Mohan Banerjee.

AND WHEREAS in the Title Execution

a conveyance dated 12th December, 1939 was duly executed through court in favour of the said decree-holders

conveying the suit properties including the said C.S.Plot No.518 of Mouza Kankulia and they were also put in vacant

possession of the said lands and the said conveyance was

registered at the District Registration Office at Alipore

in Book No.I, Volume No. 100 Pages 273 to 280

Being No. 4293 for the year 1939.

cont d. . .

(A)

AND WHEREAS thereafter both the said Charu Chandra Chatterjee and Nalini Mohan Banerjee died intestate.

AND WHEREAS the VENDORS, the heirs and legal representatives of Charu Chandra Chatterjee deceased instituted Title Suit No.66 of 1960 in the Third court of the Munsif at Alipore, District 24- Parganas against Dulal Chandra Banerjee and others the heirs and legal representatives of the said Malini Mohan Banerjee deceased for partition of the lands including the said C.S. plot No.518 of Mouza Kankulia held by them jointly by inheritance as aforesaid.

AND WHEREAS the said Title Suit no.66 of 1960 was decreed preliminarily on 16th May 1961 and finally on 22nd August 1969 whereunder the vendors were allotted and on or about 29th April, 1970 given possession by court of several pieces of land including the said C.S. Plot no. 518 of Mouza Kankulia.

Prosad Chatterjee and Ram prosad Chatterjee were minors during the pendency of the suit but had since attained majority.

AND WHEREAS the VENDORS divided the said lands acquired as aforesaid into several small plots for use as building sites providing common passage contd..

passage for ingress and egress to and from the said plots.

AND WHEREAS by an agreement dated the 12th June, 1970 the VENDORS agreed interalia to sell to the CONFIRMING PARTY or its nominee or nominees some of the said plots including the one marked as Plot No.4 on the Map or Plan annexed to the said agreement and Which comprises a part of the said C.S. Plot no.518 of Mouza Kankulia and Which is hereby agreed to be sold.

AND WHEREAS the area of the said plot

No.4 shown in the plan the said agreement was by estimation
but found on actual measurement to be one cotta nine

Chittaks and forty-two square feet a little more or less.

AND WHEREAS the said confirming party
has requested the <u>VENDORS</u> to convey the said plot No.4 to
the <u>PURCHASER</u> at a lump sum price of Rs.16,000/(Rupees Sixteen thousand)only.

AND WHEREAS the VENDORS are absolutely seized and possessed of the said Plot no.4.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the said sum of Rs.16,000/- (Rupees Sixteen thousand only) of lawful money of India to the <u>VENDORS</u> paid by the <u>PURCHASER</u> at or before the execution of these presents (receipt whereof the <u>VENDORS</u> do hereby as well as ...

as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge the PURCHASER as well as the said land) the VENDORS do by these presents sell , grant, transfer, convey, assign and assure unto the PURCHASER and the said confirming party hereby ratified and confirmed ALL THAT piece or parcel of land hereditaments and premises measuring one cotta nine chittaks and forty-two square feet a little more or less fully described in the Schedule hereunder written and particularly delineated in the Map or Plan thereto annexed und thereon bounded by Red lines OR HOWSOEVER OTHERW ISE the same now is or are or heretofore was or were situate butted, bounded, called, known, numbered, described or distinguished.

TOGETHER WITH all easements and appurtenances thereto belonging or known to be appurtenant thereto AND ALL the estate, right, title, interest of the <u>VENDORS</u> to or in the same and all documents of title exclusively relating to the same:

AND together with the right to use the passage or Road to the North of the said land for ingress and egress to and from the said land hereby conveyed in common with the owners of the other plots on the said Road or common

common passage sold by the VENDORS.

TO HOLD the said land hereditaments and premises together with the rights aforesaid unto and to the use of the <u>PURCHASER</u> absolutely and forever according to the nature and tenure thereof.

PURCHASER that notwithstanding any act deed matter or thing by the said <u>VENDORS</u> done executed or knowingly suffered to the contrary the <u>VENDORS</u> now have good right full power and absolute authority to sell grant transfer and convey the said land to the <u>PURCHASER</u> in manner aforesaid.

and that the said. PURCHASER shall and may at all times hereafter peaceably and quietly enter upon, enjoy and possess the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the VENDORS or any person claiming through the VENDORS.

and That free and clear and freely and clearly and absolutely acquitted and exonerated and released or otherwise by and at the costs and expenses of the <u>VENDORS</u> well and sufficiently indemnified of from and against all manner of claims, charges, liens, debts, attachments, lispendens and other encumbrances whatsoever created, made done, occasioned or suffered by the VENDORS.

any estate or interest in the said land through under or in trust for the <u>VENDORS</u> shall from time to time and at all times hereafter at all reasonable requests and costs of the <u>PURCHASER</u> do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises unto and to the use of the said <u>PURCHASER</u> as shall or may be reasonably required.

and THAT the said VENDORS do hereby covenant with the said PURCHASER that unless prevented by fire or accidents the VENDORS shall on like requests and costs as aforesaid produce or cause to be produced to the PURCHASER or at any trial hearing commission examination or otherwise as occasion shall require all or any of the Deeds and writings relating to the said land hereditaments and premises which are or may be in the custody of the VENDORS for the purpose of showing title to the said land or any part thereof and will in the meantime unless prevented as aforesaid keep the said Deeds and writings or any of them unobliterated and uncancelled.

The Schedule above referred to.

ALL THAT piece or parcel of land hereditaments and premises measuring one cotta nine chittaks and forty-two square feet a little more or less situate lying at and being plot no.4 contd.

No.4 comprising a demarcated part of Municipal Premises

no.47/2, Purna Chandra Mitra Hans within the limits of

Calcutta Corporation, Thana - Tollygunge,

Sub-Registration office Alipore in the District of

24- parganas and according to Settlement Records of rights

in Touzi No.1298/2833 Panchannagram Dak Mollahat Biswaspara

forming part of C.S. plot no.518 of Khatian no.103

of Mouza Kankulia, J.L. no.40, appertaining to a fixed

total annual Jama of rent of Rs.2/- payable to the

Collector, 24- parganas.

on the North: By Road or Common Passage

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on the East: By others lands
on the West: By others lands.

IN WITNESS whereof the VENDORS and the Confirming party have duly executed this peed the day month and year first above written.

SIGNED AND DELIVERED

In the presence of :-

PLAN, OF PLOT NO-4, PREMISES NO-47/2, PURNA CHANDRA MITRA L'ANE, TOLLYGUNGE, CALCUTTA-33 BEING A PART OF C.S.DAG NO-518, MOUZA-KAKULIA J.L. NO - 40, P.S. - TOLLYGUNGE. K - CH - SFT 1-9-42 R O A D 20'-0" OTHERS LAND OTHERS LAND 6. S. DAG . NO - 517 solys Profed Centifice + franchisaso (the

Plan allacted To this Page Dook T VOL 13 Page 291 Being no 1052 for The year 1975 seal) D. S. R. 13, 15. 215

District Sub Registron.

SIGNED & DELIVERED

in the presence of

Dirject Chandra Ray

Dirject Chandra Ray

Land,

Calcuta - 33

Asoxekumas Loy

To, Russa Road East,

2nd Lane,

Land,

Calcuta - 33

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Sotti Rrosed Chatterjee Randepasad Chattages

Ram Prosed charles

VENDORS.

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

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Memo of Consideration.

Rs- 3,001.00 Paid Earnest Money in cash 3. 2. 1975

Rs. 12.999.00 Paid Balance Consideration Money in cash Total: R. 16,000.00 14.2.1975

(Kupus Sixleen Thousand) only.

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2nd Lane, Calcutta-33. Salys Propod Cuty es.

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DIRECTOR

