

2678

L-3737 5000Rs.



ADDRESS...

22 A 1529
 21 8 90

DEED OF SALE

Valued at Rs. 140,000/-

THIS INDENTURE made on this the
 day of April One thousand Nine hundred and Ninety
 Five B E T W E E N SRI SADHUCHARAN PAUL son of Late
 Durgacharan Paul, by faith - Hindu, by Occupation -
 Business, residing at 27G, Balaram Majumdar Street,
 P. S. Shyam Pukur, Calcutta - 700 005 Present residing
 at Vill : Reckjoan (Indira Nagar) , P. S. Rajarhat in
 the District of 24-Parganas North hereinafter called
 and referred to as the 'V E N D O R' (which expression
 shall unless excluded by or repugnant to the context
 be deemed to mean and include his heirs, executors,
 administrators, representatives and legal assigns) of
 the ONE PART.

A N D

1536
 14/11/95
 7R No-126



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- A N D -

SRI BISWANATH PODDAR son of Late Kisanlal Poddar by faith - Hindu, by Occupation - Service, residing at 30 Shiv Tolla Street, P. S. Burrabasar, Calcutta - 700 007 hereinafter called and referred to as the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ heirs, executors, administrators, representatives and legal assigns) of the OTHER PART.

W H E R E A S by a conveyance dated 23.04.69 registered at the Office of the Sub-Registrar at

Cossipore



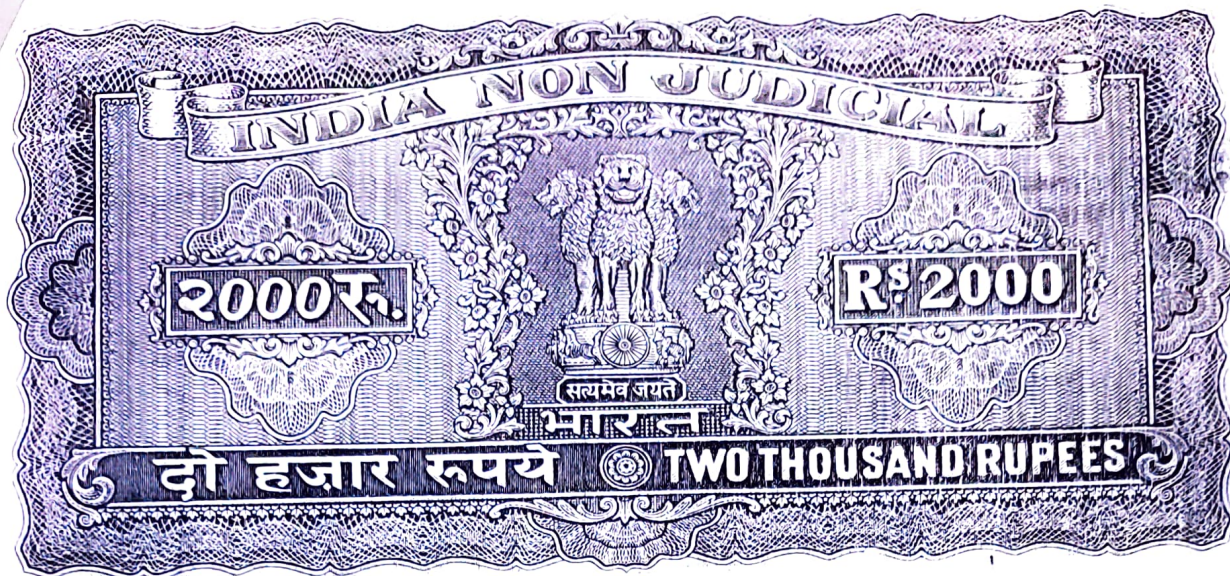
- 2 -

- A N D -

SRI BISWANATH PODDAR son of Late Kisanlal Poddar by faith - Hindu, by Occupation - Service, residing at 30 Shiv Tolla Street, P. S. Burrabazar, Calcutta - 700 007 hereinafter called and referred to as the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ heirs, executors, administrators, representatives and legal assigns) of the OTHER PART.

W H E R E A S by a conveyance dated 23.04.69 registered at the Office of the Sub-Registrar at

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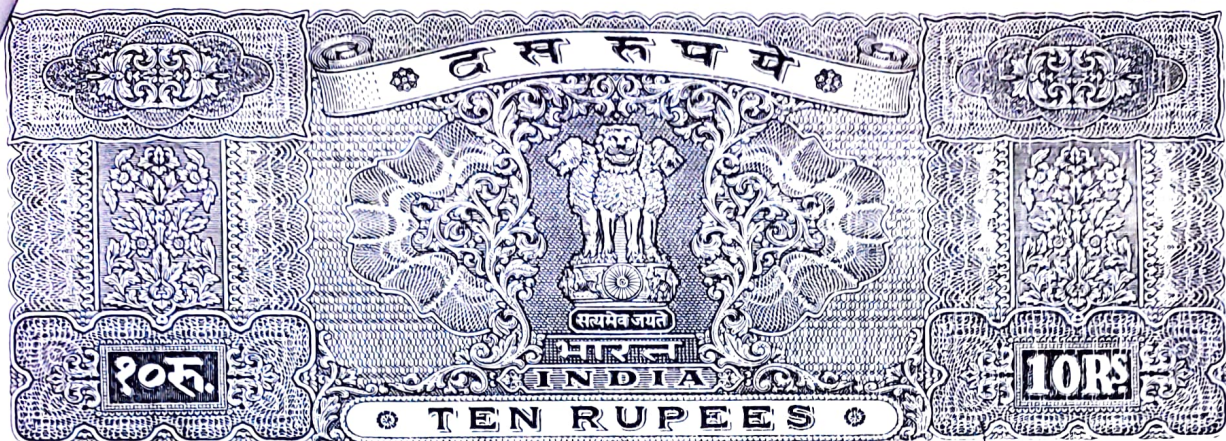


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6, at Mouza - Reckjoani, J. L. No. 13, R. S. No. 198,
Touzi No. 147, Pargana - Kolikata, P. S. Rajarhat in
the District of 24- Parganas.

AND WHEREAS after purchased the said property
said Khagendra Nath Karmakar was well seized and possessed
of and or otherwise sufficiently entitled to the property
sold transferred and conveyed to Sri Sadhucharan Paul
the Vendor herein by a registered Deed of Conveyance
dated 26.10.1972 Registered at the Office of the Sub -
Registrar at Cossipore Dum Dum, Vide Book - I, Volume
No. , Pages to 3, Being No. 6860 for

the



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the year 1972. ALL THAT piece and parcel of land measuring area 6 decimal comprised in C. S. Dag No. 474, R. S. Dag No. 508, and area 5 decimal of land comprised in C. S. Dag No. 475, R. S. Dag No. 509 and 4 decimal of land comprised in C. S. Dag No. 476, R. S. Dag No. 510 and 5 decimal of land comprised in C. S. Dag No. 477, R. S. Dag No. 511 i.e., totalling 20 decimal of land in aforesaid four Dags at a yearly proportionate rent of Rs. .81 paise all are under C. S. Khatian No. 4/2, R. S. Khatian No. 6 at Mouza Reckjoani, J. L. 13, R. S. No. 198, Touz No. 147 Parganas Kalikata, P. S. Rajarhat in the District of 24-Parganas.

AND WHEREAS One Sri Satish Chandra Mondal and

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with registered

Sri Jatindra Nath Mondal both son of Late Jogendra Nath Mondal of Reckjoani Kanjilal Para, P. S. Rajarhat in the District of 24-Parganas were well seized and possessed of and or other wise sufficiently to the property by virtue of inheritance from their father Late Jogendra Nath Mondal. ALL THAT piece and parcel of land measuring an area 20 decimal comprised in C. S. Dag No. 478, R. S. Dag No. 512 under C. S. Khatian No. 1319, R. S. Khatian No. 1480 at Mouza - Reckjoani, J. L. No. 13, R. S. No. 198, Touzi No. 2998 Parganas Kolikata, P. S. Rajarhat in the District of 24Parganas.

AND WHEREAS aforesaid Sri Satish Chandra Mondal and Jatindra Nath Mondal jointly in course of enjoying the property they duly mutated their names in respect of their inheritance property measuring an area 20 decimal under R. S. Khatian No. 1480 comprised in R. S. Dag No. 512 at Mouza - Reckjoani, P. S. Rajarhat in the District of 24-Parganas.

AND WHEREAS aforesaid Satish Chandra Mondal and Jatindra Nath Mondal in course of enjoying the property they jointly sold transferred and conveyed to Sri Sadhu-Charan Paul vendor herein by a registered Deed of conveyance dated on 22.02.1965 registered at the Office of the Sub - Registrar at Cossipore Dum Dum and copied in Book No. I, Volume - 35, Pages 84 to 86, Being No. 1573 for the year 1965. ALL THAT piece and parcel of land measuring an area .0825 decimal comprised in C. S. Dag No. 478, R. S. Dag No. 512 under C. S. Khatian No. 1319, R. S. Khatian No. 1480 at Mouza - Reckjoani, J. L. No. 13

R. S.

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R. S. No. 198, Touzi No. 2998 Pargana Kolikata P. S.
Rajarhat in the District of 24-Parganas.

AND WHEREAS Sri Sadhu Charan Paul the Vendor herein is well seized and possessed of and or other wise sufficient entitled to the property measuring an area .0825 decimal comprised in C. S. Dag No. 478 , R. S. Dag No. 512, under C. S. Khatian No. 1319, R. S. Khatian No. 1480 at Mouza - Reckjoani, P. S. Rajarhat and area 6 decimal comprised in C. S. Dag No. 474, R. S. Dag No. 508, and an area 5 deimal of land comprised in C. S. Dag No. 475, R. S. Dag No. 509, and an area 4 decimal of land comprised in C. S. Dag No. 476, R. S. Dag No. 510 and an area 5 decimal of land comprised in C. S. Dag No. 477 R. S. Dag No. 511 all are under C. S. Khatian No. 4/2, R. S. Khatian No. 6 at Mouza - Reckjoani Pargana Kolikata P. S. Rajarhat in the District of 24-Parganas (North) by virtue of above mentioned two deeds of Sale and enjoyed as one lot the same after paying the Government rents and Local Gram Panchayet taxes up to date against his name as absolute Owner and occupier thereof with good right and absolute power of Ownership and has every right to grant, transferred and convey the same to anybody in any way.

AND WHEREAS Sri Sadhu Charan Paul the Vendor herein has agreed to sell a plot of land measuring an area 1 (One) Cottah 7 (Seven) Chittacks 19 (nineteen) Sft. out of his purchased .0825 decimal comprised in C. S. Dag No. 478, R. S. Dag No. 512 under C. S. Khatian No. 1319, R. S. Khatian No. 1480 at Mouza - Reckjoani, J. L. No. 13, R. S. No. 198 Touzi No. 2998, Pargana Kolikata , P. S. Rajarhat in the District of 24-Parganas (North) and an area....

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S. S. S.

area measuring 3 (three) Cottahs 10 (ten) Chittacks 4 (four) Sft. comprised in C. S. Dag No. 474, R. S. Dag No. 508 and an area measuring 1 (One) Cottah 14 (fourteen) Chittacks 22 (twenty two) Sft. out of his purchased .05 decimal comprised in C. S. Dag No. 475, R. S. Dag No. 509 both under C. S. Khatian 4/2 R. S. Khatian No. 6 at Mouza - Reekjoani , J. L. No. 13, R. S. No. 198, Touzi No. 147 parganas Kolikata , P. S. Rajarhat in the District of 24-Parganas (North) i.e. total area of land 7 (seven) Cottahs 0 (zero) Chittacks 0 (zero) Sft. of land and the purchaser has agreed to purchase the same more fully and particularly described in the First and Second Schedule hereunder written at or for the consideration of Rs.1,40,000/- (Rupees One lacs fourty thousand) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of Rs. 1,40,000/- (Rupees One lacs fourty thousand) only paid by the Purchaser to the Vendor as per memo below at or immediately before the execution of these presents (the receipt hereof the vendor doth hereby as well as by the receipt hereunder written, admit and acknowledge including the amount paid by the purchaser to the Vendor and of and from same and every part thereof hereby acquit, release and forever discharge the said purchaser as well as the land measuring 7 (seven) Cottahs 0 (zero) Chittacks 0 (zero) Sft. more particularly described in the two schedule written the Vendor doth hereby sell, grant, convey, transfer assign unto the purchaser free from all encumbrances attachments,

charges

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charges, liens, lispendes, ALL THAT piece or parcel of Rayati Dakhali Swattya and the right of common passage and all rights easements and appurtenances as particularly mentioned and described in the schedule hereunder written TO HAVE AND TO HOLD the said land hereby grant transferred conveyed and assigned or expressed or intended so to be with the appurtenance unto the purchaser absolutely and forever free from all encumbrances whatsoever.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER :

1. T H A T notwithstanding any act deed matter or thing whatsoever done by the Vendor or his predecessor in title or any of his or executed or knowingly suffered to the contrary the vendor has absolute right to sell aforesaid vacant land in the said manner.

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2. T H A T notwithstanding any such act, deed or thing whatsoever aforesaid the vendor now has good right, full lawful absolute authority indefesible title to grant convey transfer and assign his land hereby granted transferred and assigned or expressed or expressed or intended so to be with the appurtenance unto and to the use of the purchaser in the manner aforesaid according the true intent and meaning of these presents.

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3. T H A T the purchaser shall and may from time to time...

and N's 1/2 part

time and at all times hereafter peaceably and quietly held occupy possess and enjoy the said land hereby granted transferred and assigned and take rents and profits thereof for his/her absolute use and benefit without any lawful hindrance interruption disturbances suit vendor or any person or persons whatsoever.

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4. T H A T free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expesses of the Vendor and was sufficiently saved kept harmless and other estate right, title, claim, mortgages charges lines, lispenses attachments and encumbrances whatsoever.

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5. FURTHER MORE THAT the Vendor and all person having ~~and lawfully claiming any estate right, title or~~ interest unto or upon the said land and every part thereof from under or in trust for the Vendor and/or his predecessor in title or any of his shall and will from time to time and at all times hereafter at the requests and costs of the purchaser and execute or cause to be done or executed all such acts assurances and thing whatsoever for better and perfectly assuring the said land hereby granted, conveyed, transferred and assigned and every part thereof unto the sue of the said purchaser in the manner

aforesaid

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aforesaid as may be responsible required.

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6. T H A T the said land and every part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax, or Gift Tax authorities or Department of or under the provisions of the Public Demand recovery act or otherwise and that no certificate Officer under the provision of the execution of any certificate at public Demand recovery act and no steps has been taken in execution of ~~the~~ any certificate at the instance of Income Tax, and/or Wealth Tax and/or Estate Duty Authorities.

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7. In case the Purchaser deprived of the possession of the land of there is any defect in title, the Vendor shall refund the amount of consideration in full along with all other costs of incidental charges or the Vendor shall compensate the Purchaser in any way admissible under the law.

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8. T H A T no notice issued under the public Demand Recovery Act, has been served on the Vendor nor any such notices has been published.

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9. T H A T the Vendor has not yet received any notice of requisition of acquisition of the property

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described in the schedule below.

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10. T H A T the Purchaser and all person persons claiming through under their shall have undisputed and all manner or through over or under the common passage.

It is hereby declared that the land described in the schedule below in the self acquired property of the Vendor and he is not the benamdar of the any one.

A N D the Vendor with execution of this deed deliver the peaceful Khas possession of the land to the Purchaser.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece and parcel of Rayati Niskar Swattya Sali land measuring an area 1 (One) Cottah 7 (seven) Chitt-acks 19 (nineteen) Square feet be the same or a little more or less comprised in C. S. Dag No. 478, R. S. Dag No. 512 under C. S. Khatian No. 1319, R. S. Khatian No. 1480, and according to the settlement record of rights finally published the Plot is comprised at Pargana Kolikata at Mouza Reekjoani, J. L No. 13 , R. S. No. 198 Touzi No 2998 P. S Rajarhat Additional District Sub-Registration Office Didhannagar (Salt Lake City) in the District of North Parganas.

THE

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THE SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece and parcel of Revenue paying Rayati Mokarori Swattiya Sali land measuring an area 3 (three) Cottahs 10 (ten) Chittacks 4 (four) Sft. be the same a little more or less comprised in C. S. Dag No. 474, R. S. Dag No. 508 and an area 1 (One) Cottah 14 (Fourteen) Chittacks 22 (Twenty two) Sft. Sali land out of 5 decimal be the same or a little more or less comprised in C. S. Dag No. 475, R. S. Dag No. 509 both under C. S. Khatian No. 4/2 R. S. Khatian No. 6 and according to the settlement record of rights finally published the plots are comprised at pargana Kolikta at Mouza Reckjoani, J. L. No. 13, R. S. No. 198, Touzi No. 147 Additional District Sub-Registration Office Bidhannagar (Salt Lake City) in the District of 24-Parganas (North).

The proportionate annual rent .37 paise is payable to the Collector of North 24-Parganas therefore.

Total sold are in two schedule in 7 (Seven) Cottahs 0 (zero) Chittacks 0 (Zero) Sft. more or less shown by Red lines on the annexed map or plan and butted and bounded in the following manner i.e. to say :

ON THE NORTH BY :: Road ;
ON THE SOUTH BY :: R. S DAG NO 514
ON THE EAST BY :: R. S. Dag No. 509.
ON THE WEST BY :: R. S. Dag No. 500 & 507.

IN

-: 14 :-

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IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed his hands the day, month and year first above written.

SIGNED AND DELIVERED by the VENDOR at Calcutta in the presence of :-

1. SK Mohammad Ali
Raeck soni (Indira Nagar)
Raiwar hak. 24 Pargns.

Handwritten signature of the vendor above a horizontal line, with the printed text "SIGNATURE OF THE VENDOR" below it.

2. Handwritten signature and text in Bengali script, including "২৪ পর্গনা" and "১৩-২৪৭".

Drafted By :-
Abdul Ajit Mondul
Rajardhat
Licence no - BWNM-33
Bidhan Nagar Office

Typed by :-
(Khetra Nath Garai)
A. D. S. R. O Office
Bidhan Nagar , Salt Lake
Calcutta - 91.

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RECEIVED of and from within named purchaser the within mentioned sum of Rs. 1,40,000/- (Rupees One Lac Fourty thousand) only in full payment of the consideration money as per memo below :-

MEMO OF CONSIDERATION

By	Rs.
Bankers pay order No. 472631 dated 14.08.1995 on the Hongkong and Shanghai Banking Corporation Limited BuraBazar Branch Cal-7	Rs. 90,000.00
Bankers pay order No. 002299 dated 14.08.95 on Bank of Baroda Burra-Bazar Branch, Calcutta-7.	Rs. 50,000.00

Rs. 1,40,000.00

(Rupees One Lac Fourty thousand) only.

Witnesses:

1. SK Mahammad Ali
RaeK soni (gndiomanpur)
Raj'ar hat 24 Pare 95.

2. श्री-सहायन चरण
श्री.सहायन चरण (अवकाशवासी)
बाराबाजार 28/5 :- 28/5

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SIGNATURE OF THE VENDOR.

