

2ND PART**DEED OF SALE**

LAND ~~OF~~ DEED OF
RATAN CHATTERJEE



2

WHEREAS:

- A) One (Sri) Smritidhar Bandopadhyay was the sole and absolute owner of the ALL THAT piece and parcel of land containing by measurement an area of 2(two) Cottahs 11(eleven) Chhittacks 23(twenty-three) Square-feet, be a little more or less morefully described in the **FIRST SCHEDULE** hereto and hereinafter called "the said Mother Premises", in Mouza Paschim Putiary, Pargana Magura, Police Station Thakurpukur within the District of 24-Parganas (South) appertaining to Touzi no. 3313, R.S. Khatian no. 619, R.S. Dag no. 275, at present within Calcutta Municipal Corporation Ward no. 115, situate, lying at and being premises no. 212A, Putiary Panchanatala Road, Calcutta - 700041, by way of inheritance thereof from his father, free from all encumbrances whatsoever;



- B) In the year 1994, by virtue of a Deed of Sale dated 12.05.1994 registered at the office of the Additional District Sub-Registrar at Behala and recorded in Book No. I, Volume No.38, Pages 181 to 188, Deed No. 1822 for the year 1994, the Vendor herein togetherwith the Purchaser jointly purchased the said Mother Premises at and for such consideration and on such terms and conditions as contained in the said Deed of sale dated 12.05.1994 each of them thereby acquiring and undivided and undemarcated equal $\frac{1}{2}$ (one-half) share therein.
- C) Since the aforesaid purchase, the Vendor and the Purchaser got their names mutated in the Assessment Records of the Calcutta Municipal Corporation in respect of the said Mother Premises and has been in joint and uninterrupted possession – to the exclusion of any third party whosoever – each of them having



4

an undivided and undemarcated equal $\frac{1}{2}$ (one-half) share therein as said hereinabove.

- D) Thus being seized and possessed of and well and sufficiently entitled to an undivided and undemarcated $\frac{1}{2}$ (one-half) share in the said Mother Premises as the absolute owner thereof, the Vendor has decided to sell his said share and the Purchaser being seized and possessed of and well and sufficiently entitled to the remaining undivided and undemarcated $\frac{1}{2}$ (one-half) share in the said Mother Premises as the absolute owner thereof, has agreed to purchase ALL THAT the undivided and undemarcated $\frac{1}{2}$ (one-half) share and/or interest of the Vendor in the in the said Mother Premises constituting an area of more or less 1(one) Cottah, 53 (five) Chhitacks, 34 (thirty-four) square feet together with the

Vendor's undivided $\frac{1}{2}$ (one-half) share in the structure at present standing thereon, morefully described in the **SECOND SCHEDULE** hereto and hereinafter called "the said Share", absolutely and forever, free from all encumbrances whatsoever, at and for such consideration and on such terms and conditions as contained hereinafter.

NOW THIS INDENTURE WITNESSETH as follows :

- I. In the premises aforesaid and in consideration of a sum of Rs.2,17,555/- (Rupees Two Lakhs Seventeen Thousands Five Hundred and Fifty-five) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby as well as also by the Memo of Consideration hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge, acquit and exonerate the Purchaser and the said Share hereby transferred, conveyed, released and relinquished) the Vendor doth hereby grant, sell, transfer, convey, assign and assure ALL THAT the said Share morefully described in the **SECOND SCHEDULE** hereto TOGETHER WITH a common right of passage over the 12 Feet wide road/passage situated on the western side of the same OR HOWSOEVER OTHERWISE the said Share now is or at any time heretofore was situate, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH a proportionate right and/or share in all passages, sewers, drains, pipes, benefits, permissions, entitlements, advantages and all manner of former or other rights, liberties, easements, privileges, appendages, benefits and advantages whatsoever, belonging to the said Share or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and all rents, issues and profits thereof AND all that the estate, right, title interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said Share or any part thereof TOGETHER FURTHER WITH all deeds, pattas, muniments, writings and evidences of title relating to the said Share or any part thereof

which now are or were or hereafter shall or may be in the custody, power or possession of the Vendor and/or any person or persons from whom he can or may procure the same without any action or suit at law or in equity, TO HAVE AND TO HOLD the said Property and each and every part thereof unto and to the use of the Purchaser absolutely and forever, freed and discharged from or otherwise by the Vendor and well and sufficiently indemnified against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor heretofore AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER THAT notwithstanding any act, deed, matter or thing whatsoever done by the Vendor or any of the Vendor's predecessors-in-title may have done, committed executed or knowingly suffered to the contrary, the Vendor now hath good right, full power, absolute authority, indefeasible title or otherwise is well and sufficiently entitled to grant, sell, convey, transfer, assign and assure the Property and all right and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid according to the true intent and meaning of these presents AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of and from or against all manner of former or other rights, title, interest, liens, charges and encumbrances whatsoever made, done occasioned and/or suffered by the Vendor and/or any person or persons rightfully claiming through or under or in trust of the Vendor AND THAT the Purchaser shall and may from time to time and at all times hereafter enter into and upon and to use, hold and enjoy the Property hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor and/or any person or persons claiming through, under or in trust for him unless otherwise expressly mentioned herein A N D freed and cleared from and against all manner of encumbrances, trust, liens, and attachments whatsoever save only those as are expressly contained herein AND FURTHER THAT the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make, do, acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further, better or more perfectly

assuring the Property hereby conveyed, transferred, assigned and assured unto the Purchaser in the manner aforesaid, according to the true intents and meaning of these presents as shall or may be reasonably required by the Purchaser AND FURTHERMORE THAT the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses, if any suffered by reason of any defect in the title of the Vendor or any breach of the conditions herein contained.

FIRST SCHEDULE

(The Said Mother Premises)

ALL THAT piece and parcel of land containing by measurement an area of 2(two) Cottahs, 11(eleven) Chhitacks, 23(twenty-three) Square-feet, be a little more or less, demarcated in *RED* borders in the Plan annexed hereto, situated in Mouza Paschim Putiary, Pargana Magura, Police Station Thakurpukur within the District of 24-Parganas (South) appertaining to Touzi no. 3313, R.S. Khatian no.619, R.S. Dag no. 275, within Calcutta Municipal Corporation Ward no.115, situate, lying at and being premises no. 212A, Putiary Panchanantala Road, P.S. Thakurpukur, Calcutta - 700041 together with the structures standing thereon TOGETHER FURTHER WITH all easement rights over the 4(four) Feet wide common passage situated on the northern side of the same, being butted and bounded as follows :-

- On The North : 4 Feet wide common passage;
- On The South : Land/House of (Sri) Lalit Bhattacharyya;
- On The East : Land/House of (Late) Kamal Roy;
- On The West : 12 Feet wide road/passage followed by the Land/House of (Sri) P.K. Chaterjee.

SECOND SCHEDULE

(The Said Share)

ALL THAT the undivided and undemarcated $\frac{1}{2}$ (one-half) share and/or interest of the Vendor in the said Mother Premises constituting an undivided and undemarcated area of more or less 1(one) Cottah, 55 (five) ~~and half~~ Chhittacks, ^{thirty-four} ~~345 (eleven and half)~~ Square-feet in the same togetherwith the said undivided and undemarcated $\frac{1}{2}$ (one-half) share and/or interest in the structure ^{with RT shade being appx. 100 Sq. Ft.} at present standing thereon TOGETHER FURTHER WITH the Vendor's $\frac{1}{2}$ share and/or interest in the said easement rights over the 4(four) Feet wide common passage situated on the northern side of the said Mother Premises.

IN WITNESS WHEREOF the VENDOR has set his hand and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Calcutta in the presence of -

WITNESSES :-

- 1) Moinal K. Sarkar
381/B Pancharantale Road
Calcutta - 700041
- 2) ~~Pravara Bose~~
128, P. S. Road
Cal - 700041,

Sipanku
(VENDOR)

MEMO OF CONSIDERATION

Received a sum of Rs.2,17,555/- (Rupees Two Lakhs Seventeen Thousands Five Hundred and Fifty-Five) only from the abovenamed Purchaser by the withinnamed Vendor being the full consideration money for the said Share, as per memo below ;

By Banker's Cheques, all drawn on The Bank of Rajasthan Ltd., New Howrah Bridge Approach Rd. Branch bearing nos. as follows :-

1) 105820 dated 12-02-2001	Rs. 45,000/-
2) 105822 dated 12-02-2001	Rs. 45,000/-
3) 105823 dated 12-02-2001	Rs. 45,000/-
4) 105824 dated 12-02-2001	Rs. 45,000/-
5) 105825 dated 12-02-2001	Rs. 37,555/-

TOTAL Rs. 2,17,555/-

[Rupees Two Lakhs Seventeen Thousands Five Hundred and Fifty-Five only]

WITNESSES :-

1) Moinal Kr. Sankar
381/B, Pancharantale Road,
Calcutta - 700041

Sipankar
(VENDOR)

2) Suvodha Bose
128, P. T. Road
Cal - 700041,

Drafted by :

Anindita Bose, Adv
Advocate

Judges' Court, Alipore.

[Signature]

Computerised By :-

JL NO. 26 R.S NO 275, 10021 NO. 3313, C.S. KHATTIAN NO 288, P.S. THAKURPUKUR, DIST - 24 PARGANS (SOUTH)

AREA OF LAND - 2K-11CH-23SFT

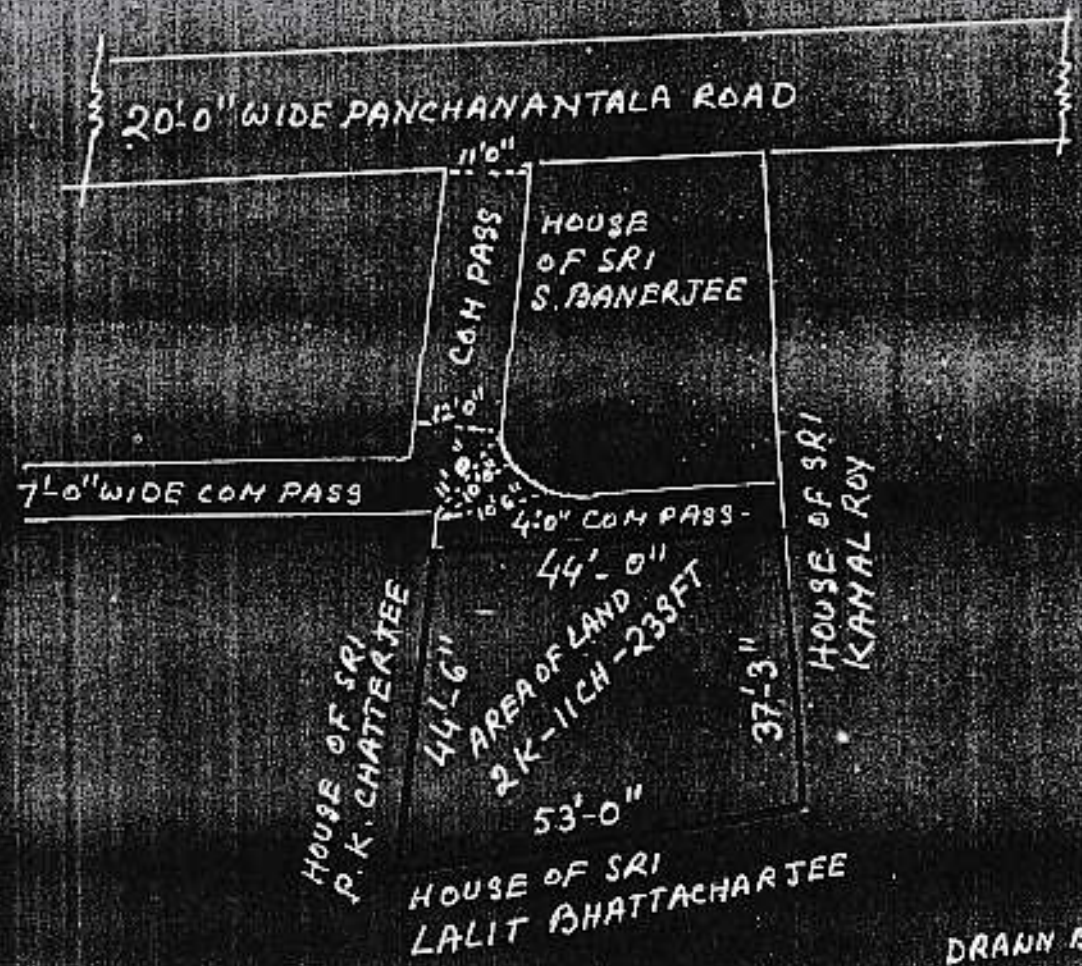
AREA SHOWN IN RED BORDER

NAME OF VENDOR - SRI DIPAK RAY

VENDEE - SRI RATAN CHATTERJEE

SIGNATURE OF VENDOR:-

SIGNATURE OF VENDEE:-



DRAWN BY
805 LCE
12.2.200