

9457 — 7 — 8421

1000Rs.



*Handwritten notes:*  
 10  
 1000  
 1000

*Stamp text:*  
 Under the Indian Stamp Act, 1892  
 Stamp as required by W. Bengal Stamp  
 Act, 1912, Section 10  
 Stamp on this instrument Rs. (1) of the  
 Schedule. Imposed under Act, 1912  
 Stamp duty payable to the State as per  
 Schedule to the Act.  
 Stamp of Rs. 100

|      |   |
|------|---|
| 1860 | — |
| 300  | — |
| 10   | — |
| 1870 | — |

*Handwritten notes:*  
 11-4-92  
 Alok Bhattacharya

*Handwritten notes:*  
 154  
 7  
 55  
 25  
 4  
 215

DEED OF SALE.

THIS DEED OF SALE made this 10th day of April, One Thousand  
 Nine Hundred Ninety two BETWEEN Sri ALOKE BHATTACHERJEE  
 son of late Amarendra Nath Bhattacharjee, by faith Hindu,  
 by occupation business, residing at No.4, Bhattacharjee para  
 Lane, Santragachi, P.S. Shibpur, (Chatterjeehat I/C), District  
 Howrah, Party to the FIRST PART, hereinafter called the VENDOR  
 (which term shall mean and include unless excluded by or  
 repugnant to the context his heirs, executors, successors,



-2-

representatives and assigns) AND M/s. STEEL & METAL CRATIS represented by its Proprietor Sri ARUN KUMAR BHATTACHERJEE having its registered office at No.4, Bhattacharjee Para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C) District Howrah, Party to the SECOND PART hereinafter called the PURCHASER (which term shall mean and include unless excluded by or repugnant to the context the present Proprietor and his legal heirs, executors, successors, representatives and assigns).

WHEREAS the property comprised in holding No. 52 Bhattacharjee para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C), Dist. Howrah along with structure

contd ... 3,



-3-

standing thereon was purchased by (1) Amarendra Nath Bhattacharjee (2) Hirendra Nath Bhattacharjee (3) Rab Nath Bhattacharjee (4) Narendra Nath Bhattacharjee (5) Biswanath Bhattacharjee (6) Somnath Bhattacharjee (7) Baidyanath Bhattacharjee, all sons of late Bhupati Br Bhattacharjee by a registered deed of sale from Smt. M Rani Maitra and the said Deed of Sale was registered in the office of Sub-Registrar, Howrah and recorded in No. I, volume No. 76 pages 285 to 288 Being No. 5221 the year 1963.

contd ...

100Rs.



-4-

WHEREAS Amarendra Nath Bhattacharjee expired leaving behind him his widow (1) Smt. Gita Bhattacharjee (2) Alok Bhattacharjee (3) Arun Bhattacharjee and (4) Asit Bhattacharjee as his only legal heirs.

WHEREAS Rabindra Nath Bhattacharjee had no issue and expired in the year 1972 leaving behind him his widow Smt. Nirmala Bhattacharjee who sold her uncivided right, title interest of holding No. 58, Bhattacharjeepara Lane, P.S. Shibpur (Chatterjee Hat I/C), District Howrah along with other properties in favour of Sri Alok Bhattacharjee and Arun Bhattacharjee by a registered deed of Sale

*Alok BHATT*

contd ... 5/-

10Rs.



-5-

registered with the office of Dist. Sub-Registrar,  
Howrah and recorded in Deed No. 4688 for the year 1990.

WHEREAS Biswanath Bhattacharjee expired leaving  
behind him his wife Smt. Uma Rani Bhattacharjee and only  
son Srikumar Bhattacharjee and after the demise of  
Biswanath Bhattacharjee his wife Smt. Uma Bhattacharjee  
expired leaving behind her only son Srikumar Bhatta-  
charjee.

WHEREAS Narendra Nath Bhattacharjee died bachelor.

WHEREAS Birendra Nath Bhattacharjee, Somnath  
Bhattacharjee and Baidyanath Bhattacharjee have been  
living.

contd ... 6/-

WHEREAS by a registered Deed of Partition registered with the office of District Sub-Registrar, Howrah, vide Deed No. 5823 for the year 1990 the holding No. 58, Bhattacharjee para Lane, P.S. Shibpur (Chatterjee hat I/C) Dist. Howrah along with the other property was partitioned and holding No. 58, Bhattacharjee para Lane was allotted in favour of Birendra Nath Bhattacharjee, Somnath Bhattacharjee, Baidyanath Bhattacharjee, Srikumar Bhattacharjee, Alope Bhattacharjee and Arun Bhattacharjee.

WHEREAS out of five joint owners viz. Sri Birendra Nath Bhattacharjee is entitled to 1/5th undivided share, Somnath Bhattacharjee is entitled to 1/5th undivided share, Srikumar Bhattacharjee is entitled to 1/5th undivided share, Baidyanath Bhattacharjee is entitled to 1/5th undivided share and Sri Alope Bhattacharjee and Arun Bhattacharjee are jointly entitled to 1/5th undivided share of holding No. 58 Bhattacharjee para Lane.

WHEREAS the present Vendor has 1/10th undivided share in respect of the property comprised in holding No. 58, Bhattacharjee para Lane, P.S. Shibpur (Chatterjee hat I/C) District Howrah.

WHEREAS the Return under Section 6(1) of Urban Land Ceiling and Regulation Act, 1976 was filed before the competent authority, S.D.O. Sadar, Howrah which was recorded and numbered as U.L.C. Case No. 6(1)/1886/76.

WHEREAS the competent authority heard the matter and also enquired into, by physical verification through his Commissioned officer and was pleased to pass an order on 17-7-1989 holding interalia that the said property comprised in holding No.58, Bhattacharjee para Lane does not attract the provisions of Urban Land Ceiling and Regulation Act, 1976 (copy enclosed) as the parties owning the said land are quite entitled to own the same the property being far less than the quantum of land permissible under U.L.C. Act 1976.

WHEREAS thus, no permission is needed from the competent authority under any of the provisions of Urban Land Ceiling and Regulation Act, 1976 in view of dropping the case by the competent authority on 17-7-1989 as stated above.

WHEREAS thus the present Vendor is the owner of 1/10th undivided share of the schedule mentioned property mentioned hereinbelow.

WHEREAS the Purchaser approached the Vendor and made a proposal to purchase the scheduled mentioned property being the undivided 1/10th share of the Vendor comprised in holding No. 58, Bhattacharjee para Lane, Santragachi, P.S. Shibpur (Chatterjeehat I/C) District Howrah measuring more or less 2 cottahs 14 chittaks of land with structure standing thereon as fully described

in schedule hereunder and offer to pay Rs. 15,000/- (Rupees fifteen thousand) only as decided upon by the Vendor to be the maximum market price prevailing, as consideration money.

WHEREAS the offer of the Purchaser has been accepted by the Vendor.

WHEREAS the Vendor is lawfully seized and possessed of or well and sufficiently entitled to the property measuring 2 cottahs 14 chittaks of land with structure standing thereon in holding No. 58, Bhattacharjee para Lane, Santragachi, P.S. Shibpur (Chatterjeehat I/C), Dist. Howrah as fully described in the schedule hereunder.

NOW THIS DEED WITNESSETH as follows :-

1. In pursuance of the said Agreement between the Vendor and the Purchaser and in consideration of the sum of Rs. 15,000/- (Rupees fifteen thousand) only paid by the Purchaser to the Vendor simultaneously with the execution of these presents (receipt of which the Vendor hereby admits and acknowledges) and on and from the same, releases and discharges unto the Purchaser of schedule mentioned property comprised in holding No. 58, Bhattacharjee para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C) District Howrah measuring more or less 2 cottahs 14 chittaks and the Vendor as absolute owner of the above property doth hereby grant, convey, sell, transfer, assign,



assure unto and to the use of the said purchaser free from all encumbrances all that land with structure containing land by measurement 2 cottahs 14 chitaks approximately more particularly described in schedule hereunder.

TOGETHER WITH all ways, water course, rights, liberties privileges, easements, appertinances, whatsoever to the common passage and to the schedule mentioned property and belonging to or any way appertaining or usually held or occupied therewith or reputed to or belong or by appertaining thereto.

2. That said title, interest, claim, demand whatsoever of the Vendor unto or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the Purchaser, his heirs, executors, administrators, assigns absolutely and for ever TOGETHER WITH all title deeds, writings, muniments and other evidence of title and the Vendor doth hereby covenant with the Purchaser, his heirs, executors, administrators, representatives and assigns that notwithstanding any acts, deeds or things hereto before done, executed and knowingly suffered to the contrary the Vendor is now fully seized and possessed of the said property free from all encumbrances, attachments or defects in title whatsoever and the Vendor has full power and control and authority to sell the said property in the manner aforesaid and the purchaser shall hereinafter peaceably and quietly held possess and enjoy the said property in khas or through tenant or by any way he intends to do, without any claim or demand whatsoever from the

Vendor or any person claiming thereunder under them. And further that Vendor his heirs, executors, administrators or assigns shall have to keep indemnified the Purchaser, his heirs, administrators, assigns free from or against all encumbrances, charges, equities, whatsoever AND the Vendor his heirs, administrators, assigns further covenant that they will at the request and cost of the Purchaser, his heirs, administrators, assigns do or execute or caused to be done or executed or such lawful acts, deeds and things whatsoever for further or more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of these presents.

SCHEDULE ABOVE REFERRED TO.

All that piece and parcel of undivided 1/10th share of the Vendor's land with structure standing thereon measuring about 2 cottahs 14 chittaks of holding No. 58, Bhattacharjee para Lane, Santragachi, P.S. Shibpur (Chatterjeehat I/C) District Howrah along with all easements rights, interest of common passage butted and bounded as follows :-

|              |     |   |
|--------------|-----|---|
| On the North | ... | Tank of J. L. Gupta   |
| On the South | ... | House of Sri Arun Pal   |
| On the East  | ... | Sastri Narendra Nath Ganguly Road.                              |
| On the West  | ... | Holding Nos. 57/2, 57/5, 57/6 and 57/8 Bhattacharjee para Lane. |

IN WITNESSES WHEREOF the Vendor puts his signature on the date, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE VENDOR in the presence of :

WITNESSES.

1. Srikumar Bhattacharjee  
4, Bhattacharya Para Lane.  
Howrah - 711104

2. Somnath Bhattacharjee.  
4, Bhattacharyya Para Lane.  
Howrah - 4.

Aloke Bhattacharya  
.....  
Signature of Vendor

Drafted and prepared by me.

P. K. Bhowmik  
Advocate.

Typed by M. Ghose, Howrah Court.

M. Ghose