

9458 ← P → 8422 3000Rs.



Registered under Section 17 of the Stamp Act, 1899
 under the Indian Stamp Act, 1899
 and as provided by W. 1901
 Amendment Act, 1907. Schedule No.
 No. 23 to 52
 and also under Section 11 of the
 Indian Stamp Act, 1901
 Stamp duty paid in the sum of Rs. 3000/-
 and in the sum of Rs. 600/-

Amal Kumar
1/4
MS

3610/-
 11-4-92
Chatterjee

A 325.-
 E 7.-
 382.-
 25.-
 410.-

DEED OF SALE.

THIS DEED OF SALE made this 10th day of April, One thousand nine hundred ninety two, BETWEEN SRI KUMAR BHATTACHERJEE S/O LATE BISWANATH BHATTACHERJEE by faith Hindu, by occupation Business, residing at No. 4, Bhattacherjee Para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C), Dist-Howrah, Party to the FIRST PART, hereinafter called the VENDOR (which term shall mean and include unless excluded by or repugnant to the context,

Chatterjee

Contd....2.

410
Sale + ...



:- (2) :-

his heirs, executors, successors, representatives, and assigns) AND M/s STEEL & METAL CRAFTS represented by its Proprietor SRI ARUN KUMAR BHATTACHERJEE having its registered Office at No. 4, Bhattacharjee Para Lane, Santregachi, P.S. Shibpur (Chatterjee Hat I/C), Dist-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).

..Contd...3.

100Rs

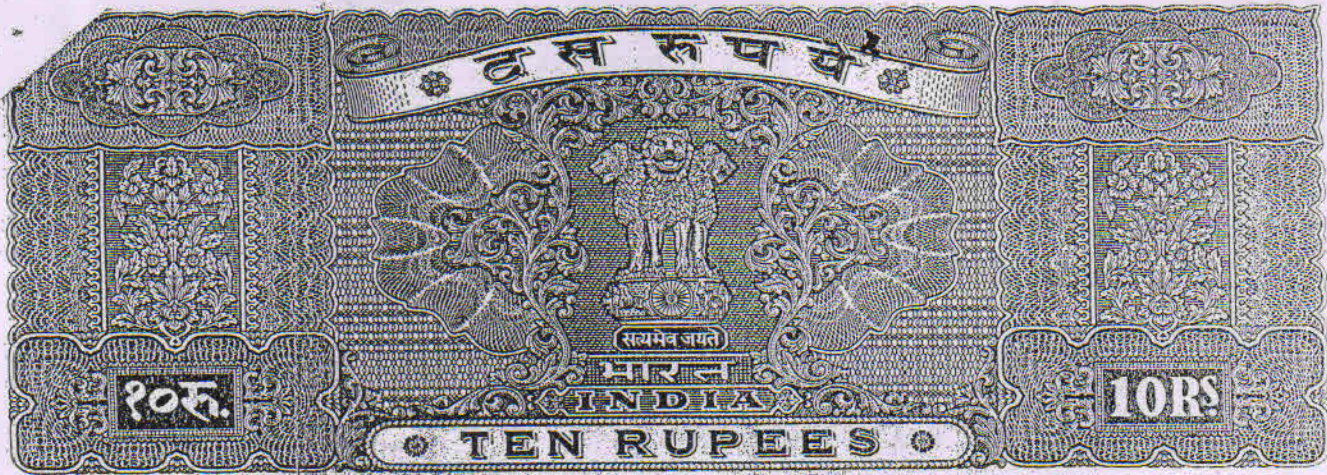


:- (3) :-

WHEREAS the property comprised in holding No. 58, Bhattacharjee Para Lane, Santragachi, P.S. Shibpur, (Chatterjee Hat I/C), Dist-Howrah alongwith structure standing thereon was purchased by (1). Amarendra Nath Bhattacharjee (2). Birendra Nath Bhattacharjee (3). Rabindra Nath Bhattacharjee (4). Narendra Nath Bhattacharjee (5). Biswanath Bhattacharjee (6). Somnath Bhattacharjee (7). Baidyanath Bhattacharjee, all sons of late Bhupati Bhusen Bhattacharjee by a registered Deed of Sale

...Contd...4

10 Rs.



:- (4) :-

from Smt. Kamala Rani Maitra and the said Deed of Sale was registered with the Office of Sub-Registrar, Howrah and recorded in Book No.I, Volume No. 76 Pages 285 to 288 Being No.5221 for the year 1963.

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 hi

...Contd...5.

- (5) :-

his widow Smt. Nirmala Bhattacharjee who sold her undivided right, title, interest of holding No. 58, Bhattacharjee Para Lane, P.S. Shibpur (Chatterjee Hat I/C), Dist-Howrah alongwith other properties in favour of Sri Alok Bhattacharjee and Arun Bhattacharjee by a registered deed of sale 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 Bhattacharjee.

WHEREAS Narendra Nath Bhattacharjee died Bachelor.

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

WHEREAS by a registered Deed of Partition registered with the Office of Dist- 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, Alok Bhattacharjee, and Arun Bhattacharjee.

:- (6) :-

WHEREAS out of the 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 Aloke Bhattacharjee and Arun Bhattacharjee are jointly entitled to 1/5th undivided share of holding No. 58, Bhattacharjee Para Lane.

WHEREAS the present Vendor has 1/5th undivided share in respect of the property comprised in holding No. 58, Bhattacharjee Para Lane, P.S. Shibpur (Chatterjee Hat I/C), Dist-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 interlia 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 owing

...Contd....7.

:- (7) :-

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 1/5th. undivided share of the Schedule mentioned property mention herein below.

WHEREAS the purchaser approached the Vendor and made a proposal to purchase the scheduled mentioned property being the undivided 1/5th. share of the Vendor comprised in holding No. 58, Bhattacharjee Para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C), Dist- Howrah measuring moreor less 5 Cottah, 13 Chittak of land with structure standing thereon as fully described in schedule hereunder and offer to pay Rs. 30,000.00 (Rupees thirty 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

...Contd.... 8.

i- (7) :-

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 1/5th. undivided share of the Schedule mentioned property mention herein below.

WHEREAS the purchaser approached the Vendor and made a proposal to purchase the scheduled mentioned property being the undivided 1/5th. share of the Vendor comprised in holding No. 58, Bhattacharjee Para Lane, Santragachi, P. S. Shibpur (Chatterjee Hat I/C), Dist- Howrah measuring moreor less 5 Cottah, 13 Chittak of land with structure standing thereon as fully described in schedule hereunder and offer to pay Rs. 30,000.00 (Rupees thirty 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

...Contd.... 8.

(8) :-

measuring 5 Cottah, 13 Chittak of land with structure standing thereon in holding No. 58, Bhattacharjee Para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat 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. 30,000.00 (Rupees thirty 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), Dist-Howrah measuring more or less 5 Cottah, 13 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 5 Cottah, 13 Chittak approximately more particularly described in schedule hereunder.

TOGETHER WITH all ways, water course, rights, liberties, privileges, easements, appertences, whatsoever to the common passage and to the schedule mentioned

...Contd... 9.

:- (9):-

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 TOGETHERWITH 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 tuthority to sell the said property in the manner aforesaid and the purchaser shall hereinafter peacefully and quietly hold 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

...Contd...10.

:- (10) :-

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 let 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 1/5th. share of the Vendor's land with structure standing thereon measuring about 5 Cottah, 13 Chittaks of holding No. 58, Bhattacharjee Para Lane, Santragachi, P.S. Shibpur (Chatterjee Hat I/C), Dist-Howrah alongwith 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.	:- Holdings No. 57/2, 57/5, 57/6, & 57/8, Bhattacharjee Para Lane.

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

SIGNED AND DELIVERED BY
THE VENDOR IN PRESENCE OF WITNESSES:-

Baidyanath Bhattacharjee
1. *4, Bhattacharjee Para Lane,*
Howrah-4.

2. *Birendra Nath Bhattacharjee*
4, Bhattacharjee Para Lane, Howrah-4 & B.

Typed by me:-
[Signature]
R.C. [Signature]

Srikumar Bhattacharjee
SIGNATURE OF VENDOR.

Drafted by me.
R.N. [Signature]