

RUPEES

Admissible under Rule 21 and also under Section 26 of the Indian Stamp Act, 1899 (or exempt from or not require Stamp duty) under the Indian Stamp Act, 1899, Schedule 1A, No. 23  
Fee paid =

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Registrar, Alipore  
Beda

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P. M. 12

THIS DEED OF SALE made the 18<sup>th</sup> day of November, One Thousand Nine hundred Fifty-Nine BETWEEN SRIMATI KANAKLATA BANERJEE wife of Sri Amrita Lal Banerjee by caste Hindu by occupation house-wife resident of 2E, Kalachand Sannyal Lane, P.S. Shyampukur, Calcutta-4 (hereinafter referred to as the Vendor which expression shall include her heirs, successors and representatives) of the one Part, AND BANGA LAKSHMI SEN wife of Sri Nibaran Chandra Sen, Pleader, by caste Hindu by occupation house-wife resident of 10, Chandi Charan Ghosh Road, Silpara, P.S. Behala, Calcutta-8, District 24-Parganas (hereinafter referred to as the PURCHASER which expression shall include her heirs, successors and representatives) of the other part: WHEREAS the lands, hereditaments and premises No:180, Kailash Ghosh Road within P.S. Behala & South Suburban Municipality as specifically described in the schedule hereunder along with other landed properties vested in one Tara Nath Chatterjee of Diamond Harbour Road, Barisha, P.S. Behala in his absolute ...





- ( 2 ) -

absolute right by successive transfers and devolutions and he was in continuous possession thereof in Khas for more than 12 years peacefully and adversely to the knowledge of others and without any disturbance whatsoever from them : AND WHEREAS the Vendor's husband Sri Amrita Lal Banerjee and her husband's brothers Sri Chuni Lal Banerjee and Jadab Lal Banerjee purchased the said properties by an Indenture of Conveyance dated 20th October, 1944, registered at the Sub-Registry Office at Alipore from the said Tara Nath Chatterjee and since the date of their purchase they were in joint, undisturbed and peaceful possession thereof in equal shares adversely and continuously in their absolute right for more than 12 years from the days of their Predecessors-in-interest: AND WHEREAS for the sake of convenience of possession and enjoyment, the vendor's husband Sri Amrita Lal Banerjee and his said two brothers got the said properties divided amongst themselves by metes and bounds amicably by a Deed of partition dated 29th June, 1954, and registered by the Sadar Joint Sub-Registrar of Alipore in Book No:1, Volume No:82 pages upto 123 being No:4514 for the year 1954 and since the date of the said partition the vendor's

husband ....





- ( 3 ) -

husband Sri Amrita Lal Banerjee was in exclusive possession of the properties as specifically described in Schedule hereunder along with other properties allotted to him on the basis of that Partition Deed; AND WHEREAS the said Sri Amrita Lal Banerjee being thus absolutely seised and possessed of or otherwise well and sufficiently entitled free from all encumbrances to the said lands, hereditaments and premises together with all constructions and addition made thereon and all trees planted and standing thereon, transferred and assigned the said properties absolutely unto the Vendor on account of his natural love and affection towards her by a Deed of gift dated 6th April, 1959, and registered by the Sadar Sub-Registrar of Alipore in Book No:1, Volume No:71, pages 55-58 being No:3550 for the year 1959 and the Vendor since the date of the aforesaid gift is thus absolutely seised and possessed of or otherwise well and sufficiently entitled free from all encumbrances to the said properties AND WHEREAS THE vendor out of the aforesaid gifted properties declared her intention to sell out the land measuring 14 cottaks 9 chattacks more or less at ...

relating ....



at the rate of Rs. 400/- per cottah total price whereof being Rs. 5,000/- only and 2 tile sheds standing thereon price whereof being valued at Rs. 600/- only totally in all Rs. 6,425/- only and the purchaser agrees to purchase the said properties as fully and specifically described in the Schedule hereunder and specifically shown in the plan annexed hereto: NOW THIS DEED OF SALE

WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. 6,425/- (Rupees six thousand four hundred and twenty-five) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the said vendor as the beneficial owner, does hereby convey to the said purchaser, free from all encumbrances, ALL THAT plot piece or parcels of land and two tile sheds as delineated and coloured in Red boundary lines in the plan annexed hereto : TOGETHER WITH trees standing thereon, fences, hedges, ditches, ways, waters, water course drains, liberties, privileges, easements and appurtenances whatsoever to the said plot or piece of land belonging or in any way appertaining to or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND all sorts of easement rights towards East and West over the Private Road running by the Northern and Southern sides of the properties hereby conveyed AND all the estate, right, title, interest, claim and demand, whatsoever and every part thereof TO HOLD the same to the purchaser, her heirs, successors, administrators or assigns absolutely; THE VENDOR hereby agrees to deliver vacant possession of the said properties within a week from this day by demarcating the land on actual measurement thereof and to adjust the consideration money accordingly and she further agrees to deliver, hand over or produce to the PURCHASER in case of necessity all deeds, documents, papers, evidence and writings now in her possession and custody

relating ....



relating to the title of the Vendor to the properties hereby conveyed, AND THE VENDOR and all persons claiming under or through her do hereby further agree with the purchaser, her heirs, successors, administrators or assigns at all times hereafter and upon any reasonable request and at the cost of the purchaser, her heirs, successors, administrators or assigns to do and execute or cause to be done and executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof to the purchaser, her heirs, successors, administrators or assigns and placing her or them in peaceful and undisturbed possession of the same according to the true intent and meaning of this Deed: AND THE VENDOR does also hereby for herself, heirs, successors, administrators or assigns agree to save harmless and keep indemnified the PURCHASER, her heirs, successors, administrators or assigns from and against all losses, damages, costs or expenses which she or they may sustain or incur by reason of any claim being made by anybody whatsoever to the said property or in respect of any arrears of rents, taxes or rates due thereof; AND THE VENDOR does hereby further agree with the Purchaser, her heirs, successors, administrators or assigns and declare that she has not done or been party to any act whereby the said property is or may be under any charge in title, claim, estate or otherwise howsoever or whereby the vendor is prevented from conveying or assigning the said property or any part thereof in the manner herein appearing by virtue of this Deed.

SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land held in khas in Raiyat Sthitiban right being portions of C.S.dags 990,993 and 994 under Khatims Nos:1590 and 1847 appertaining to Touzi Nos.235, 237-240 of the

24 Parganas



24 Parganas Collectorate measuring 14 cottahs 9 chattaks more or less in Mouza Purba Barisha, J.L.No:23, P.S.Behala, within South Suburban Municipality, District 24 Parganas including one big Tile shed and another tile cook shed and trees standing thereon being part of Plot No:I as shown and delineated in the Plan annexed to the aforesaid Partition Deed dated 29th June, 1954, which is clearly shown and delineated and coloured in Red boundary lines in the Plan annexed hereto being Part of premises No. - 180, Kailash Ghosh Road: Bitted and bounded on the North and South respectively by 10 ft. and 12 ft. wide private Roads, both inclusive, on the West by the land of the Vendor now sold to Shusil Kumar Samaddar, Plots Nos:III and II of the plan of the aforesaid partition deed belonging to Jadab Lal Banerjee and Chuni Lal Banerjee respectively and now sold to Geeta Dutta and Sunil Chakravarty respectively and on the east by the Plot No:II of the plan of the aforesaid partition deed belonging to Chuni Lal Banerjee and now sold to Bibhuti Banerjee, Maya Mukherjee and Rani Mukherjee bearing an annual rental of Rs.1.50 nP. payable to the State of West Bengal through the Collector, 24-Parganas, Malika Khatian Nos:1589 and 1811.

IN WITNESS WHEREOF, the Vendor hereto has signed the presents on the day, month and year above written.

WITNESSES.

1. Anvita Lal Banerjee  
2 E. Kalachand  
Sanyal Lane,  
Calcutta-4.

শ্রী ব্রজ মোহন সরকার  
১২৮ বি. লক স্ট্রীট  
কলিকতা-৪

শ্রী অক্ষয় কবিরাজ-বন্দ্যোপাধ্যায়  
Signature of the Executant.