

पाँच हजार रूपये 🍥 FIVE THOUSAND RUPEES

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DEED OF SALE Morth 24 Parganas, Barasas.

THIS INDENTURE OF ABSOLUTE SALE made on this

the 28th day of Septemberone thousand nine hundred and ninety

five BETWEEN (1) SHRI ANANTA SARDAR (2) SHRI HARU SARDAR

both sons of late Badan Sardar, both by faith Hindu, by

occupation Cultivation, both residing at Thakdari, P.S.

Rajarhat, in the District of North 24 Parganas, presently

residing at No. 110, S.K. Dev Road (Sardar Para), P.S.

Lake Town, Calcutta-700 048, hereinafter called and

referred to as the VENDORS (Which expression shall

unless ...

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unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators, representatives, nominees and assigns ) of the ONE PART;

AND -

MRS. NASREEN WAHHAB wife of Mr. A.B.M. Wahhab, by faith Muslim, by occupation Housewife, residing at 60, Elliot Road, Police Station Park Street, Calcutta-700 016, hereinafter called and referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, administrators, representatives, nominees and assigns ) of the <u>OTHER PART</u>;

WHEREAS ...

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WHEREAS one Badan Sardar and Madan Sardar were jointly well seized and possessed of and/or other-wise well and sufficiently entitled to the property measuring a total area .89 decimal comprised in L.R. Khatian (Kri.) Nos. 1032 and 18 and at a yearly rent of Rs. 2.50 paise at Mouza-Thakdari, P.S. Rajarhat, in the District of North 24 pargamas;

AND WHEREAS during the enjoyment the said Madan sardar gifted away his proportionate share to his wife namely Rup Dassi by a registered deed of gift dated 28th day of June, 1948, registered at Cossipore Dum Dum Sub-Registry office vide Book No. I, Deed/Being No. 2329, for the year 1948;

AND WHEREAS during the possession and enjoyment the said Smt. Rup Dassi sold, transferred and conveyed the same to her nephews namely 1. Shri Ananta Sardar and 2. Shri Haru Sardar, the vendors herein by a registered deed of sale dated 10.11.1952 vide Book No. I. Volume No. 76. Pages No. 175 to 178. Being No. 5858, for the year 1952, registered at Cossipore Dum Dum Sub-Registry office;

AND WHEREAS at the time of enjoying the property, the said Badan Sardar died intestate leaving behind his three sons namely Kanta Sardar, Amanta Sardar and Haru

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Sardar and the said three sons became the absolute owners of the property left by the deceased, Badan Sardar;

AND WHEREAS at the time of enjoying the property
the said Kanta Sardar died intestate and after his demise
his two daughters namely (1) Smt. Aloka Halder and (2) Smt.
Tulshi Bala Dassil jointly became the owners of 1/3rd
share of the property which was inherited by said Kanta
Sardar;

AND WHEREAS the said Smt. Aloka Halder and Smt.

Tulshi Bala Dasi jointly sold, transferred and conveyed to Shri Ananta Sardar and Shri Haru Sardar, the vendors herein ALLTHAT their obtained property by a registered deed of sale dated 27.5.1968, vide Book No. I, Volume No. 58, Pages 242 to 245, Being No. 4712, for the year 1968; registered at Cossipore Dum Dum Sub-Registry office;

were well seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area .89 acres comprised in C.S. Dag No. 1275, R.S. Dag No. 1391 and under C.S. Khatian No. 202/3, at Mouza - Thakdari, P.S. Rajarhat, in the District of North 24 parganas, by virtue of purchase inheritance and recorded of rights in their names free from all sorts of encumbrances whatsoever and after thus Shri Amanta Sardar, the vendor



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No. 1 herein duly recorded his name in respect of
.44 decimal of land under K.B. Khatian No. 18, and
sri Haru Sardar the vendor No. 2 herein duly recorded
his name in respect of .45 decimal of land under K.B.
Khatian No. Kri. 1032;

AND WHEREAS 1. Shri Ananta Sardar and 2. Shri
Haru Sardar are the vendors herein as well saized and
possessed of the aforesaid land by virtue of above
mentioned purchase and enjoyed the same with good right
and absolute power of ownership and have every right to
grant transfer and convey the same to any body in any
way;

AND WHEREAS the vendors have agreed to sell and the purchaser has agreed to purchase the land morefully and particularly described in the schedule hereunder written and delineated on the annexed map or plan and bordered by Red lines at or for the consideration of Rs. 60,000/-(Rupees Sixty thousand only;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of Rs. 60,000.00 (Rupees Sixty thousand) only paid by the purchaser to the vendors as per memo below at or immediately before the execution of these presents (the receipt whereof the vendors doth hereby as well as by the receipt hereunder

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written, admit and acknowledge including the amount paid by the purchaser to the vendors and of and from same and every part thereof hereby acquit, release and forever fischarge the said purchaser as well as the land measuring 11-6-0 Square feet - more or less more particularly described in the schedule hereunder written the vendors doth hereby sell, grant, convey, transfer assign . unto the purchaser free from all encumbrances attachments charges, liens, lispendences ALL THAT piece or parcel of Rahati Dakhali Swattiya and the right of common passage and all rights easements and appurtenances as particularly described and mentioned in the schedule hereunder written TO HAVE AND TO HOLD the said land hereby granted, trans ferred conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely and forever free from all encumbrances whatsoever ;

### THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER

1. THAT notwithstanding any act deed matter or thing whatsoever done by the vendors or their predecessor-in-title or any of their or executed or knowingly suffered to the contrary the vendors have absolute right to sell aforesaid vacant land in the said manner;

#### - AND -

2. THAT notwithstanding any such act, deed or

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thing whatsoever aforesaid the vendors now have good right, full lawful absolute authority indefeasible title to grant, convey, transfer and assign his land hereby granted, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these presents;

# - AND -

THAT the purchaser shall and may from time to time and at all times hereafter peaceably and quietly held occupy pessess and enjoy the said land hereby granted transferred and assigned and take rents and profits thereof for their absolute use and benefit without any lawful hindrance interruption disturnances, suit, eviction or claim or demand whatsoever from or by the vendors or any person or persons whatsoever;

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4. THAT free and clear and absolute acquitted exone rated and relased or otherwise by and at the costs of/and
expenses of the vendors and was sufficiently saved kept
harmless and other estate right, title, claim mortgages,
charges, liens, lispendences attachments and encumbrances
whatsoever;

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### - AND -

having and lawfully claiming any estate right, title or interest unto or upon the said land and every part thereof from under or intrust for the vendors and/or their predecessor in title or any of their shall and will frim 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 things whatsoever for better and perfectly assuring the said land hereby granted, conveyed transferred and assigned and every part thereof unto the use of the said purchaser in the manner aforesaid as may be reasonable required;

### - A N D -

not attached in any proceeding including certificate proceeding started by or at the instance of income tax, wealth tax or Gift tax authories or department or under the provisions of the public demand recovery act or otherwise and that no certificate has been filled in the office of the certificate officer under the provisions of the execution of any certificate at public demand recovery act and no steps has been taken in execution of any certificate at the instance of income tax and/or wealth tax and/or estate duty authorities;

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### - AND -

7. IN CASE the purchaser was deprived of the possession of the land or there is any defect in title the vendors shall refund the amount of consideration in full along with all other costs of incidental charges of the vendors shall compensate the purchaser in any way admissible under the law;

# - AND -

8. THAT no notice issued under the public demand recovery act, has been served on the vendors nor any such notice has been published;

# - AND -

9. THAT the vendors have not yet received any notice of requisition or acquisition of the property described in the schedule below;

# - AND -

10. THAT the purchaser and all person or persons claiming through under their shall have undisputed and all mamer or through over or under the common passage;

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IT Is hereby declared that the land described in the schedule below is the self acquired property of the vendors and they are not the benamders of any one;

AND the vendors with execution of this deed of sale deliver the peaceful khas possession of the said land unto the purchaser;

# THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece and parcel of SALI LAND measuring an area 11 (Eleven) Cottahs 8 (Eight) Chittacks out of .89 decimal be the same or a little more or less comprised in R.S. Dag No. 1391, C.S. Dag No.1275, under C.S. Khatian No. 202/3, and L.R. Khatian No. 18 & 1032, lying and situated at Mouza - Thakdari, J.L. No. 19, R.S. No. 216, Touzi No. 10, Addl. District Sub-Registration office Bidhannagar (Salt Lake City), within the Police Station Rajarhat, in the District of North 24 Pargaras;

The sold land is marked as scheme Plot No.G ,

The salable land at present using for the purpose of Agriculture;

The annual proportionate rent of Rs. 46, paise is payable to the Collectorate of North 24 parganas, on behalf of Govt. of West Bengal.



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# THE SOLD PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS :

ON THE NORTH BY : Land of C.S. Dag No. 1276 & 1278 ;

ONTHE SOUTH BY : Panchayet Road ;

ON THE EAST BY : Land of C.S. Dag No. 1276, Plot No. 'D'

ON THE WEST BY : Land of C.S. Dag No. 1275, Plot No. 'B'.

IN WITNESS WHEREOF the wendors have hereunto set and subscribed their hands and seals the day, month and year first above written.

SIGNED AND DELIVERED by the

Vendors at Calcutta in the presence of

Witnesses :-

200 AN. 126, 120 com sis the per of Drogad Dewar rolow - 8t

L. T. 90f Haru Sardar by the pur of Amgud Davan

2. Dongar Dewar of - Kanch pulm

SIGNATURE OF THE VENDORS



Registrar 1/9 7 (1) Worth 24 Parganas, Barasas

### MEMO OF CONSIDERATION

Received of and from the within mentioned purchaser, the within mentioned sum of Rs. 60,000/- ( Rupees Sixty thousand ) only in full payment of consideration money as per memorandum below.

500 x 120 = 60,000/=

WITNESSES :-

By

1. SVENDOSAZYZ क्रका देशे. १९ में १९०० वर्ट

L.T.g. of Amanta Sardor by the por of Amgud Dewa

2. Amjad Dewar of Kanch pukur L.T.9 of Hara Lidar by the per of Dompad Dewar

SIGNATURE OF THE VENDORS

Deed prepared by :

Ausabinda Barax Awabirda Basak. ADVOCATE, HIGH COURT

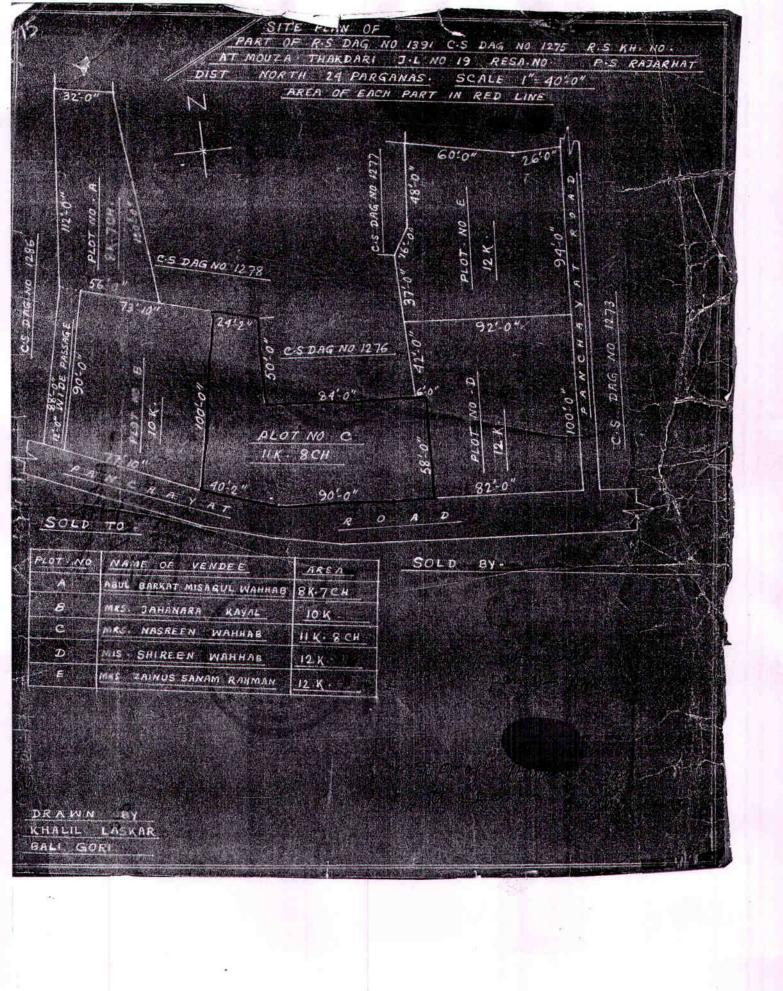
Typed by :

( Rahamat shaikh ) A.D.S.R. Office, Cal. 91.

Me Marica Warrell

Morth 24 Paragas, Barasat





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Reguerar u/s v (2)

Forth 24 Pargenas, Buranes 27-10-9 010.00

DATED THIS THE

DAY OF

1995

DEED OF SALE

BETWEEN

SHRI ANANTA SARDAR AND ANR.

.. VENDORS.

AND

MRS. NASREEN WAHHAB ... PURCHASER

PREPARED BY