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I 442

2000Rs.



Admissible under rule 23-~~24~~
 also w/s 5 (1), 14 of the W.B.L.
 R. Act 1955 duly Stamped/
~~Does not require Stamp duty~~
~~ex-empted from Stamp duty~~
 under the Indian Stamp Act
 1899 Schedule I A, No. 23
 Face paid :-
 450 in C.F.S. Paid

for 3 838 to

20 by 50.00
 ch. 10.00
 60.00

REGISTRATION
 BARASAT 19.1.85

THIS INDENTURE OF SALE made this Nineteenth

day of January, One thousand nine hundred and eighty

five BETWEEN (1) SRI BADAL DEY s/o Mati Lal

Dey , (2) SRI ASHIM BANERJEE s/o Late sudhangshu

Banerjee, (3) SRI BIKAS PAUL s/o Late Amulya Paul

all are residing at Bireshpalli, P.O.Madhyamgram,

P.S.Barasat, District 24-Parganas and (4) SRI SANDIP

contd.....2.

2000Rs.



-: (2) :-

SENGUPTA alias Gour Sengupta s/o Sri Pulin Behari

Sengupta, residing at Bankimpalli, P.O. Madhyangram,
P.S. Barasat, Dist. 24-parganas, all are by faith Hindu,

by occupation Business, hereinafter called the VENDORS

(which expression unless excluded or repugnant to the
context be deemed to mean and include their heirs,

executors, assigns and legal representatives, of the

ONE PART

A N D

contd.....3.



-: (3) :-

SRI PRITWIS SARKAR Son of Late Anil Chandra Sarkar, by faith Hindu, by occupation Service, residing at 15, Motijheel Avenue Post Office Motijheel & Police station Dum Dum, Calcutta - 700 074 , hereinafter called the PURCHASER (which expression unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, assigns and legal representatives) of the OTHER PART

WHEREAS the VENDORS are seized and possessed of, otherwise well and sufficiently entitled to the land be the same a 4 (four) cottahs 3 (three) chittaks and 36

contd.....4.



-: (4) :-

(thirtysix) square feet along with one storied building standing thereon situated and lying in the district of 24-Parganas, morefully and elaborately detailed in the Schedule hereunder AND WHEREAS ^{the} ~~was~~ ^{they he} were original owners of property sold and transferred the Property by a registered deed of Conveyance and for a Consideration as made therein to Baman Das Pakuduly registered and recorded in being No.1781 of 1938 AND WHEREAS ^{they he} became the absolute owner of the property by virtue of the said purchase and being absolute owner thereof died leaving his only son Pradyut Kumar Patra who executed a Will creating his wife Parul Bala Patra as his beneficiary and

contd.....5.



-: (5) :-

executer.

AND WHEREAS the said Parul Bala Patra & others sold and transferred the property and for a consideration to the vendors as made therein to the present Vendors by sale Deed duly registered in the office of the A.D.R.O. in Deed No.3365 dated 29. 4. 84. AND WHEREAS the Vendors by virtue of the said purchaser became the absolute owner of the property. *one-fourth share by an amicable partition -*

AND WHEREAS the VENDORS are in need of Cash money as such decided to dispose of the land and building and ^{made} Public announce-_{ment} therefor.

AND WHEREAS the PURCHASER being aware of such intention of the VENDORS offered a lump sum amount of Rs.86,000.00 (Rupees

contd....6

40 Rs.



-: (6) :-

(Rupees Eighty six thousand only) which sum was readily and immediately accepted by the VENDOR as the same was highest according to present market rate AND WHEREAS the agreement for sale was entered into by and between the VENDORS and PURCHASER for the outright sale of the property AND WHEREAS the sum of Rs.5000/- (Rupees five thousand only) was paid by the PURCHASER to the VENDORS as and by way of advance and earnest money.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.86,000.00 (Rupees Eighty six thousand only) of lawful money of Indian Union paid by the PURCHASER to the VENDORS (the receipt

contd... 7.



- : (7) :-

whereof the VENDORS doth hereby as well as by the receipt hereunder written admit and acknowledge) and of and from the same and every part thereof hereby acquit, release and for ever discharge the PURCHASER the land and building sold herewith the VENDOR doth hereby grant, transfer, convey and assure by way of absolute sale in favour of the PURCHASER and successors and assigns free from all encumbrances ALL THAT the land and the building morefully and elaborately detailed in the schedule hereunder with or without to allow under ground pipes, cables and overhead wire of HOWSOEVER OTHERWISE the land and building situate butted and bounded called known and numbered or distinguished TOGETHER WITH all benifits and

contd.....8

- : (8) :-

advantages of ancient and other lights, drains, sewers,
ways, path, passages, fences, wells, trees, water,
water courses liberties privileges, assignment and
appurtenances whatsoever to the land and premises belonging
or in any wise appurtenant or usually held or enjoyed
therein or reputed to belong or the belongings thereof
and all easement therein and the reversion and reversions
and remainder and reminders issues and profits of and in
the land and premises and all the estate right, title,
interest inheritance reversion use trust peaceful possession
property claim and demand whatsoever both at law and in
equity of him the VENDOR and her PURCHASER in title of into
or upon the land and the premises and hereinbefore granted
transferred conveyed or otherwise expressed or intended so
to be and every part thereof TOGETHER with all its pattas,
muniments writings and all other evidences of title which
in any wise exclusively relate to the land and premises or
any part thereof and which now are or to or hereinafter

contd.....9.

-: (9) :-

shall or may be in the custody or possession in the
VENDOR her heirs, executors, administrators or any person
or persons from whom he can or may procure the same without
any action, suit at law or in equity TO HAVE AND TO HOLD
the land and premises hereby granted sold transferred and
conveyed assign and assure or expressed or intended so to
be unto and to the use of the PURCHASER absolutely and for
ever according to the matter and tenor thereof and the
VENDOR doth hereby covenant with the PURCHASER with its
agents, servants, successors and assigns and that notwith-
standing in any deed matter or things done by the VENDOR
or executed or knowingly suffered to the contrary the
VENDOR ~~xxx~~ had now in herself indefessible and absolute
right, title and interest and for a estate of inheritance
in fee simple in possession or estate equivalent thereof
the land and premises hereby granted conveyed, transferred
assigned and assured or expressed or intended so to be and
that the VENDOR had good right full power and absolute

contd.....10.

authority to grant transfer convey assign and assure
the same in manner aforesaid and the PURCHASER shall
and may at all matter hereafter peacefully and quietly
enter into upon and enjoy and possess the land and
premises and receive rents issues and profits thereof
without any lawful eviction interruption claim and
demand whatsoever by the VENDOR or his assigns or any
person or persons lawfully or equitably claiming from
under or in trust for the VENDOR and that free and clear
and freely and clearly and absolutely acquitted exonerated
and for ever discharge and otherwise by and at the cost
and expenses of the VENDOR well and sufficiently depended
acted herself and indemnified from and against all manner
of claims charges lien debts attachment and encumbrances
made or suffered by the VENDOR all person or persons lawfully
equitably claiming from under or in trust for the VENDOR
and furthermore that the VENDOR and all persons having
lawfully or equitably claiming the estate or interest in the
land hereditament and premises or any part thereof or under

contd.....11.

or in trust for the VENDOR shall and will from time to time and all times hereafter at the request and cost of the PURCHASER and do and execute all such acts, deeds, matters and things whatsoever suffered and more perfectly assuring the land and premises unto the use of the PURCHASER as shall or may be reasonably required.

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO :

ALL THAT piece or parcel of land measuring 4 (four) Cottahs 3 (three) Chhattacks and 36 (thirtysix) square-feet be the same a little more or less with a one-storied building thereon containing two room complete with baths and privies situate in BASTU Deg No. 1277 under R.S. Khatian No. 29 ,
1659
J. L. No. 45, P.S. No. 132, Touji No. 146 , in Mouza DOHARIA Police Station and Sub-Registry Barasat, District 24-Parganas TOGETHER WITH rights of common passage over the 20'-0" feet wide road on the West and all easement rights of drainage, water connections, Telephone Connection on above under the said road. The property hereby agreed to be sold is delineated

contd.....12.

or in trust for the VENDOR shall and will from time to time and all times hereafter at the request and cost of the PURCHASER and do and execute all such acts, deeds, matters and things whatsoever suffered and more perfectly assuring the land and premises unto the use of the PURCHASER as shall or may be reasonably required.

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contd.....12.

within Red Borders in the sketch map or plan annexed hereto and is Annual rent 32.25 paisa and harahari rent .60 paise only and which is BUTTED AND BOUNDED in the manner following.

On the North :: By Part of the land in Dag No. $\frac{1277}{1659}$

On the East :: By land of Sree D. K. Adhikari.

On the South :: By Part of the land in Dag No. $\frac{1277}{1569}$, And ;

D. K. Adhikari.

On the West :: By 20'-0" feet Wide Common Road.

IN WITNESS WHEREOF the VENDOR hath hereunder set and subscribe their hands and sealed this the 19th day of January One thousand nine hundred and eighty five.

V E N D O R :

Signed, sealed and delivered
in the presence of :-

1. Bablu Paik,
Dottala (Boharria)
2. Subhas Mita,
Bankimpally,
Madhyapurnam,
24 Pgs.

1. Badal en. Dey
2. Adhinarayan Banerjee,
3. Birendra Kumar
4. Sandip Sengupta (ALIAS)

(V E N D O R)

Good Sengupta

Mem of Consideration....13.



Sub-Registration
BARASAT 19.1



himansu
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Volume No. 6
Pages 113 to 125
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Sub-Registration
BARASAT