

7647/15 (5)

11562

500Rs.



Handwritten note: 23.12.05

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL 4000+

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Handwritten note: Rs 20,010

Handwritten note: H.V 33,35,000/-

Bank details: Cheque No. 556819, 556820, 556807. Dt. 4/12/06. For Rs. 49000 + 49000 + 49600 = 147600/-

**DEED OF SALE** Deficit "A" First Rs. 20295/-

This **DEED OF SALE** is made on the 22nd day of December,

2005 **BETWEEN SMT. SUSHILA RAMNIKLAL PANCHMIA**, widow of late Ramniklal Dhanji Shah of premises no. 41, Elgin Road, Kolkata - 700 020 hereinafter called and referred to as the "**VENDOR**" (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

Handwritten calculations: 3289, 7, 35, 25, 4, 3380, A 3289, F 7, 55, 25, 4, 3380

Handwritten note: Sale deed

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अन्तिमरूपेण पश्चिम बंगाल WEST BENGAL

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2.

AND

- (1) GOUTAM SAHA, son of Late Jasoda Jiban Saha and  
(2) SMT. KANAN BALA SAHA, wife of Late Jasoda Jiban Saha, both residing at Akrapur, Talikhola - Barrackpore Road, Barasat, Police Station - Barasat, Kolkata - 700125, hereinafter jointly called and referred to as the "PURCHASERS" (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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3.

**WHEREAS** the one Upendra Chandra Ghosh since deceased was the sole and absolute owner in respect of premises no. 435, Jessore Road, P.S. Dum Dum, District : 24 Parganas (North), Kolkata - 700 055 ;

**AND WHEREAS** by an Indenture of lease dated the 29th day of September, 1964 Registered in Book No. 1, Volume No. 116, Pages No. 58 to 63, Being No. 7698 for the year 1964 with the Sub-Registrar of Cossipore Dum Dum **ALL THAT** the piece and parcel of the land bounded by a



पश्चिमवङ्ग प्रविचन वंगाल WEST BENGAL

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boundary wall with pucca structures including office room, godown, sanitary privy, tubewell, meter room etc. in Mouza Shamnagar, P.S. Dum Dum, District : 24 Parganas under the South Dum Dum Municipality appertaining to holding No. 879 Jessore Road (formerly holding No. 395 and prior thereto 435 Jessore Road) and R.S. Plot No. 176 part, Khatian No. 47 part and Touzi No. 228/229 the said Boundary walls having 10" pillars and the structures with tubewell, privy, urinal existing as per plan attached with



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

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5.

the said Indenture of Lease dated the 29th day of September, 1964 was leased out to the one Messrs. Aluminium & Alloys Industries then a proprietary concern for a period of 46 years commencing from the 1st day of October, 1964 on a monthly rent of basis with an option for extension of the period of Lease for a further period of 5 years on the terms and conditions as contained therein ;

**AND WHEREAS** on the 7th day of May, 1965 the said Upendra Chandra Ghosh died testate leaving a **WILL** dated



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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6.

the 28th day of April, 1962 appointing his wife Smt. Saraju Bala Ghosh as the sole Executrix and on her death the said Pradip Kumar Ghosh as the sole Executor and Trustee under the said **WILL** ;

**AND WHEREAS** the said Smt. Saraju Bala Ghosh being the sole Executrix and Trustee appointed under the said **WILL** dated the 28th day of April, 1962 applied before the District Delegate Judge at Alipore for grant of Probate in respect of the said **WILL** ;



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7.

**AND WHEREAS** the said Smt. Saraju Bala Ghosh died on the 6th day of November, 1970 ;

**AND WHEREAS** the said Pradip Kumar Ghosh, the surviving sole Executor and Trustee appointed under the said **WILL** dated the 28th day of April, 1962 applied before the District Delegate Judge at Alipore for grant of Probate in respect of the said **WILL** ;

**AND WHEREAS** owing to the pending litigations by and against the said Upendra Chandra Ghosh, since



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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8.

deceased, an application was made before the said District Judge for appointment of an administrator pen-dentelite ;

**AND WHEREAS** on the 23th day of December, 1970 the said Pradip Kumar Ghosh was appointed the administrator pen-dentelite in respect of the Estate of the said testator in order to administer the property and to manage the same and to take all necessary steps in all the suits and cases pending or otherwise ;

**AND WHEREAS** due to paucity of funds the said Executor has not been able to pay the Estate Duty as well



as the Probate Duty for the purpose of obtaining Probate to the **Last WILL and Testament** of the said Upendra Chandra Ghosh, since deceased ;

**AND WHEREAS** thus being the need of urgent money the said Executor approached the intending purchaser herein for advancing to him in his capacity as Executor to the Estate of the said Upendra Chandra Ghosh, deceased the in lieu of his executing a sale Deed its favour along with the legal heirs of the said Upendra Chandra Ghosh deceased as on intestacy ;

**AND WHEREAS** upon an application being made by the said Executor, Pradip Kumar Ghosh before the District Delegate Judge at Alipore, 24 Parganas in Act 39 Case No. 97 of 1965 by his order no. 168 dated the 2nd day of July, 1980 was pleased to permit the said sole Executor Pradip Kumar Ghosh to sell the property as mentioned in the petition and to pay the amount to the Controller of Estate Duty and to file the receipt in Court ;

**AND WHEREAS** the said intending purchaser being the Vendor herein request being upon request being made by the said Executor Pradip Kumar Ghosh has agreed to take three separate Indentures in favour of the respective Vendors i.e.  
(1) **Nitin Ramniklal Panchmia**, son of Ramniklal Dhanji

Shah for 5 cottahs of land with godown and structures standing thereon belonging to the Vendor registered in Book No.1, Volume No.54, Pages No.225 to 239, Being No. 1989 of 1981, (2) **Smt. Sushila Ramniklal Panchmia**, wife of Ramniklal Dhanji Shah for 6 cottahs of land with the sheds and structures standing thereon belonging to Vendor registered in Book No.1, Volume No.125, Pages No.47 to 59, Being No.1987 of 1981 and (3) **Smt. Vila Jyotindra Panchmia**, wife of Jyotindra Ramniklal Panchmia for 5 cottahs of land without the sheds and structures standing thereon belonging to the Industries being Book No. 1, Volume No. 118, Pages No. 202 to 275, Being No. 1988 for the year 1981 all in respect of the portion of land with the existing workshop, godown, office room respectively as made in the original sheds structures and constructions standing thereon in its favour;

**AND WHEREAS** the present Vendor become the absolute owner of the pacca structures measuring more or less 300 square feet consisting of a godown and the boundary demarcation in plan in respect of land measuring more or less 6 (six) cottahs appertaining to R. S. Khatian No. 47 part, R.S. Plot no. 176 part within Mouza Shamnagar, P.S. Dum Dum, District : North 24 Parganas and holding no. 879 (formerly known as no. 435) Jessore Road, Kolkata -

700 0055 together with easement rights of 16 feet wide common passage on the North-Western side of the property leading to Jessore Road more fully described and mentioned in the schedule hereunder written and hereinafter referred to as the "said premises" free from all encumbrances thereto ;

**AND WHEREAS** the present Vendor intended to sell out **ALL THAT** piece and parcel property with of structures measuring more or less 300 square feet consisting godown and boundary in the plan in respect of land measuring more or less 6 (six) cottahs appertaining to R. S. Khatian No.47 part, R.S. Plot No.176 part within Mouza Shamnagar, P.S. Dum Dum, District : North 24 Parganas and holding No. 879 (formerly known as No. 435) the property at Jessore Road, Kolkata - 700 055 together with easement rights of 16 feet wide common passage on the North-Western side of the property leading to Jessore Road more fully described and mentioned in the schedule hereunder written and hereinafter referred to as the "said premises" from all encumbrances thereto to the intending purchaser or purchasers at a lump sum price and consideration of Rs.3,00,000/- (Rupees three lakh) only and the present purchaser confirmed the price and the Vendor accepted the offers of the purchaser to sell out the same.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.3,00,000/- (~~Rupees three lakh~~) only to the Vendor paid by the Purchaser at or immediate before the execution of these present, the receipt whereof the Vendor doth hereby delivered peaceful vacant possession of the property and admit and acknowledges and of and from the same and every part thereof acquit, release and discharge the Purchasers, their respective heirs, executors, administrators, representatives and assigns and every one of them and also the said structures with perpetual free hold right they, the Vendor as beneficial owner doth by these present, indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchasers, their respective heirs, executors, administrators, representatives and assigns free from encumbrances, attachments and defects in title ALL THAT piece and parcel of structures measuring more or less 300 square feet consisting office room, godown and boundary demarcation in plan in respect of land measuring more or less 6 (six) cottahs appertaining to R.S. Khatian No.47 part, R.S .Plot No.176 part within Mouza Shamnagar, P. S. Dum Dum , District : North 24 Parganas and holding No. 879 (formerly known as No. 435 ), Jessore Road, Kolkata - 700 055 together with easement rights of 16 feet wide

common passage on the North- Western side of the property leading to Jessore Road more fully described and mentioned in the schedule hereunder written and hereinafter referred to as the said premises OR HOWSOEVER otherwise the said premises now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH the land or ground whereupon or on part whereof the same is erected and built together further with all houses out houses or other buildings, erections, fixtures, walls yards, courtyards and benefits and advantages and appurtenances whatsoever to the said premises or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, rights, title inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said premises or every part thereof AND all deeds, pattas, muniment and expenses if any inferred by reason of any defect in the title of the Vendor or any breach of the covenants hereunder contained.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece an parcel of structures measuring more or less 300 square feet consisting of godown and boundary demarcation respect of land measuring more or less 6 (six) cottahs appertaining to R.S. Khatian No. 47 part, R.S. Plot no. 176 part within Mouza Shamnagar, P.S. Dum Dum, District : North 24 Parganas and Holding No. 879 (formerly known as no. 435) Jessore Road, Kolkata - 700055 together with easement rights of 16 feet wide common passage on the North-Western side of the property leading to Jessore Road within South Dum Dum Municipality which is butted and bounded by :-

ON THE NORTH : Messrs. Aluminium & Alloys Industries ;

ON THE SOUTH : Workshop of V.S. Panchmia ;

ON THE EAST : R.S. College ;

ON THE WEST : Common Passage.

A map or plan annexed thereto and thereon coloured with red border is the sold property and the common passage is shown in yellow colour border thereto and the said map is part of this indenture. The Revenue payable to the collector of North 24 Parganas at Barasat in respect of the demised property is Re. 33P.

IN WITNESS WHEREOF the parties hereunto have put their respective signatures on the date, month and year first above written.

SIGNED AND DELIVERED at

Kolkata in the presence of :

WITNESSES :

1. R.D. Palancharnia S R Palancharnia  
Vendor / One Part

2.

1.

[Signature]

2.

[Signature]  
Purchasers / Other Part

Prepared in my office

[Signature]

**(Sahabuddin Sardar)**

Advocate

High Court, Calcutta

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs.3,00,000/- (Rupees three lakh) only from the within named Purchaser as payment of full and final consideration of the schedule mentioned premises under the :-

**PARTICULARS**

By cash : Rs.3,00,000/-

\_\_\_\_\_

Total Rs.3,00,000/-

(Rupees three lakh) only

I do hereby accept.

**WITNESSES :**

S. R. Panikarla

1. B. D. Panikarla \_\_\_\_\_  
41 Elgin Road  
Calcutta - 20  
Vendor/One Part

2.



**SPECIMEN FORM FOR TEN FINGER PRINTS**



*S.R.P. Ram Chandra*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Anantha Sathya*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Kalyan Chelasekhar*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

DATED THIS 2ND DAY OF DECEMBER, 2006

16-29 (1628)  
U.S. 62  
2006

BETWEEN

Smt. Sushila Ramniklal Panchina

... Vendor

AND

1) Goutam Saha

2) Smt. Kanan Bala

... Purchasers

KS

~~NOTARY PUBLIC~~

8.12.06

**DEED OF SALE**

~~NOTARY PUBLIC~~

Sahabuddin Sardar  
Advocate  
High Court Calcutta  
9/1, Ekbalpore Lane,  
Kolkata - 700023