

03311

1/1

D-02970

5000Rs.



177-175-125
21/3/03

Stamp cancelled from July 1st 1998
Stamp cancelled from July 1st 1998
Stamp cancelled from July 1st 1998
Stamp cancelled from July 1st 1998

4-2 Two paid
made in CFS work

Dist. Sub-Registrar
Bikanernagar (Salt Lake)

A 3014/1
E 3021
A 6737/1
21/3/03
21/3/03

SALE DEED

THIS INDENTURE made this the 27th
 day of July One thousand Nine Hundred and Ninety
 Eight = BETWEEN = SHRI BADRI PRASAD AGARWAL
 son of Shri Mahadeo Prasad Agarwal by religion Hinduism,
 by occupation Business, residing at No. P-153/1, Bangur
 Avenue, Block "A", Calcutta- 700 055, hereinafter called
 the "VENDOR" (which expression shall unless excluded
 by or repugnant to the context to include his heirs, executors,
 administrators, representatives and assigns) of the ONE PART ;

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5000Rs.



* : (2) :

= A N D = SHRI SUDIP BHADRA son of Late Haradhan Bhadra, by religion Hinduism, by occupation Business, residing at No. 37/3, Masjid Bari Street, Calcutta- 700 006, hereinafter called the "P U R C H A S E R" (which expression shall unless excluded by or repugnant to the context to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART :

W H E R E A S by a Bengali Kobala dated the 27th. day of September, 1976 and made between Noorjahan Begum, therein referred to as the Vendor of the One Part and Smt. Kalyani Saha, therein referred to as the Purchaser of the Other Part and registered with the District Registry Office at Alipore, 24-Farganas in Book No.1, Volume No.133, Pages 127 Being No. 4946 for the year 1976, the said Noorjahan Begum for the consideration therein mentioned

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= : (3) :=

granted transferred conveyed assured and assigned unto and in favour of the said Smt. Kalyani Saha ALL THAT the piece and parcel of land measuring .0769 Satak local measurement about 4 Cottahs 12 Chittacks be the same a little more or less situated at and comprised in R. S. Dag No. 283, R. S. Khatian No.12, Mouza- Dakshindari, R. S. No.6, J.L. No.25, within Police Station Dm Dum, 24-Parganas more fully and particularly described in the Schedule thereunder written and also shown and delineated in the Map or Plan thereto annexed .

AND WHEREAS recorded owner and occupier Smt. Lakshmi Bibi of 12, J.N. Sarkar Street, Dakshindari, P. S. Dum Dum, District : 24-Parganas inherited the said property mentioned above from her father Sk. Khalil and being absolute owner and occupier of the said property sold the same with all the right, title and interest whatever to one Sk. Momin s/o. Late Sk. Ajmulla of 12,

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= : (4) :=

J.N. Sarkar Street, P. S. Dum Dum, District 24-Parganas, by a registered Sale Deed dated 8.4.1958 Bearing Book No.1, Vol. No. 48, Pages 116 to 118, Being No.2706 in the year 1958 within the Sub- Registry Office Cossipore Dum Dum AND WHEREAS the said Purchaser Sk. Momin sold the said property with all interest to one Sk. Gazi Golan Rabbani S/o. Late Gazi Dukhi of 12, J.N. Sarkar Street, P. S. Dum Dum, District 24-Parganas, by a registered Sale Deed dated 10.5.1962 bearing the Book No.1, Vol. No. 65, Pages No. 37 to 40 being No. 3970 in Cossipore Dum Dum Sub- Registry Office AND WHEREAS the said purchaser Sk. Gazi Golan Rabbani sold the said property with all interest to one Noorjahan Begum Wife of Sayed Ahamed Patoary of 130A, Bagmari Road, within P. S. Manicktola, District 24-Parganas, by a Registered Sale Deed bearing the Book No.1, Vol. No. 96, Page No.214 to 218, Being No.5058 in the year 1965 in the District

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Registry Office at Alipore AND WHEREAS the said Purchaser Noorjahan Begum sold the said Property with all the interests to the said Smt. Kalyani Saha.

AND WHEREAS by an another Bengali Kobala dated the 25th. day of January, 1977 made between Annada Prasad Ghosh therein referred to as the Vendor of the One Part and the said Smt. Kalyani Saha therein referred to as the Purchaser of the Other Part and registered with the District Registry Office, Barasat, 24-Parganas in Book No.1, Vol. No.9, pages 36 to 40 being No. 264 for the year 1977 and the said Annada Prasad Ghosh for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of the said Smt. Kalyani Saha ALL THAT the piece and parcel of land measuring . 0294 Satak local measurement about 1 Cottah 13 Chittacks be the same a little more or less situate at and comprised in R. S. Dag No. 282 and 285 R. S. Khatian No. 646 to 657 Mouza- Dakshindari, R. S. No.6, J. L. No.25, P. No. Dum Dum, Dist.24-Parganas more fully and particularly described in the Schedule thereunder Written.

AND WHEREAS the said Smt. Kalyani Saha thereafter the purchasing of the said two plots of land, amalgamated the same into one Plot measuring 6 Cottahs

9 Chittacks (six Cottahs and nine Chittacks)
be the same a little more or less and constructed two
pucca rooms and a big C. I. Shed and a pucca sanitary
privy standing thereon.

AND WHEREAS by an Indenture of Conveyance
dated the 7th. day of March, 1980 and registered at the
Office of the Sub- Registrar, Cossipore Dum Dum in Book
No.1, Volume No.64, pages 48 to 58, Being No.1734
for the year 1980, Badri Prasad Agarwal, the Vendor
herein, for the consideration mentioned therein
purchased from Smt. Kalyani Saha ALL THAT land being
amalgamated two plots into one Plot (One plot measuring
4 Cottahs 12 Chittacks being Municipal Holding No.12,
J.N. Sarkar Street, Premises No.12(Old), now 10, JN
Sarkar Street, other plot measuring 1 Cottah 13 Chittacks
Municipal premises No.7(Old) Now 7/1, Ashutosh Ghosh
Lane, both within the Municipal limits of South Dum
Dum Municipality in the District of North 24-Parganas)
altogether measuring 6 Cottahs 9 Chittacks be the same a
little more or less surrounded by brick wall with two
pucca rooms, one big, C. I. shed and One pucca sanitary
privy standing thereon more fully described in the
Schedule thereunder Written.

AND WHEREAS the said Badri Prasad
Agarwal, the Vendor herein, is thus absolutely seized
and possessed of or otherwise well and sufficiently
entitled to ALL THAT the piece and parcel of land being
amalgamated two Plots into one Plot (One Plot measuring

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4 Cottahs 12 Chittacks being Municipal Holding No.12, J.N. Sarkar Street, other plot measuring 1 Cottah 13 Chittacks Municipal premises No.7(Old) Now 7/1, Ashutosh Ghosh Lane, both within the Municipal Limits of the South Dum Dum Municipality in the District of Nbrth 24-Parganas) altogether measuring 6 Cottahs 9 Chittacks be the same a little more or less surrounded by brick wall with two pucca rooms, one big C. I. shed and One privy standing thereon and hereinafter referred to as the " SAID PREMISES ".

AND WHEREAS the said premises was subsequently numbered as Holding No.12, J.N. Sarkar Street upon amalgamation and the same was mutated in favour of the said Badri Prasad Agarwal being the Vendor herein by the South Dum Dum Municipality.

AND WHEREAS upon actual Physical measurement it appears that the area of the said premises is 4 Cottahs 13 Chittacks and 40 Sqft. be the same a little more or less instead of 6 Cottahs and 9 Chittacks.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said premises more fully and particularly described in the Schedule written hereunder at and for a consideration of Rs. 2,75,000/- (Rupees Two lakh Seventy five thousand) only free from all encumbrances, charges, liens, lispensens, attachments and charges whatsoever.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.10,000/- (Rupees ten thousand) only paid on 15.3.1996 as earnest money and further consideration of sum of Rs. 2,65,000.00 (Rupees Two lakh sixty five thousand) only paid on or before the execution of these presents by the Purchaser to the Vendor making together the whole of the consideration money of a sum of Rs. 2,75,000/- (Rupees Two lakh's eventy five thousand) only the receipt whereof the Vendor doth and also the Memo. of consideration hereunder written admits and acknowledges and or from the same and every part thereof forever acquit, release and discharge the purchaser and the said premises the Vendor doth hereby indefeasibly sell, grant, convey, transfer and assign ALL THAT the land hereditaments and premises being the Municipal Holding No.12, J.N. Sarkar Street, within the South Dum Dum Municipality, F. S. formerly Dum Dum now Lake Town, District : 24 Parganas, Sub-registration Office- Cossipore, Dum Dum , more fully and particularly described in the Schedule hereunder written and delineated in the Map or Plan annexed hereto and enclosed within RED border therein together with the area, drain ways, paths, passages, water courses, light, liberties, easement, privileges, rights, and easement rights of the passage granted by the Vendor to egress and ingress and to obtain electric line and water pipe and two pucca rooms and a big Corrugated C.I. Shed and all the advantages and appurtenances whatsoever to the thereto free from all encumbrances and all the estate rights title interest, use

contd..p/9

claim and demand whatsoever of the said Vendor into and upon and out of the said land, hereditaments and premises or any part thereof together with all deeds and Muniments of title whatsoever exclusively relating thereto and concerning the said land hereditaments and premises or any part thereof which now are or hereafter shall or may be in possession or power or control of the Vendor or his Successors in interest or assigns or any other person from whom she can procure the same without an action or suit at all or in equity and to have and to hold the said land hereditaments and premises together with the rights and privileges appurtenants thereto as aforesaid and hereby granted, transferred and conveyed or expressed or intended to be unto and to the use of the purchaser, his heirs, successors, absolutely and for ever AND the Vendor doth hereby covenant and agrees to and with the said Purchaser that notwithstanding any act, Deed, matter or thing by the Vendor or his predecessors in title made done, executed committed or knowingly suffered to the contrary, the said Vendor had in himself full rights, power, absolute authority to sell, grant, hereditaments and premises hereby sold and expressed so to be unto and to the use of the Purchaser his heirs, successors, in manner aforesaid AND the said Vendor doth hereby for himself his heirs, executors, administrators and assigns covenant with the said Purchaser and declare that he is seized and possessed the said property purported to be conveyed by this Deed of Sale and that the said Purchaser his heirs, executors, administrators and assigns shall and may at all times hereafter peaceably hold and enjoy the said land, hereditaments and premises hereby

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sold and conveyed or expressed so to be without any hindrance, interruption, claim or demand whatsoever from or by the Vendor or any other person lawfully or equitably claiming from under or in trust for his And the said Property freely and clearly acquitted, exonerated and discharged from or by the Vendor and well and effectually saved, defended, kept harmless and indemnified or from and against all manner or from and other estates right title and interest, lien, charges whatsoever created made done occasioned or suffered by the Vendor or any person or persons rightfully claiming or to claim through under or in trust for the Vendor but subject to the liability of rent and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all such deeds, acts, things for further better and more perfectly assuring the said land hereditaments and premises as shall and may reasonably required and that the Vendor doth hereby covenant with the purchaser that the Vendor at all reasonable request and cost of the Purchaser shall produce or cause to be produced for inspection at Court of law or elsewhere all or any other title deeds relating to the property mentioned in the Schedule below and also furnish true copies or extract from the said Deeds or writings and the Vendor further covenants that if it transpires that the property hereby conveyed by the Vendor is not free from all encumbrances or herein stated before by the Vendor his heirs, administrators, executors and assigns will be lawful in all costs liable to the purchaser, his heirs, executors, administrators and assigns and will be bound to make good any loss or sustain by him.

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THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE /

Annexed to page 13

ALL THAT the piece and parcel of land containing an area of 4 Cottahs 13 Chittacks 40 Sqft. be the same a little more or less as found upon by actual measurement surrounded by brick wall together with two pucca rooms, one C.I. shed and one pucca sanitary privy standing thereon situate lying at and being the Municipal Holding No.12, J.N. Sarkar Street, within the South Dum ^{Dugno 285, 282 & Dugno 253, Khatunna 122646 & 69} Dum Municipality, Mouza- Dakshindari, within Police Station formerly Dum Dum now Lake Town, sub- Registry Office- Cossipore, Dum Dum in the District of North 24-Parganas and delineated in the Map or Plan hereto annexed and bordered in RED Verge being butted and bounded as follows :- *limited area on the total land.*

ON THE NORTH : By Land and shed of Shri Prakash Nag ;

ON THE SOUTH : By 8'ft. wide common passage ;

ON THE EAST : By Municipal Road (J.N. Sarkar Street) ;

ON THE WEST : By premises No.15, Ashutosh Ghose Lane ;

SCHEDULE OF THE DEEDS /

1. Purchase Deed dated 27.9.1976 executed by Noorjahan Begum in favour of Shri. Kalyani Saha.
2. Purchase Deed dated 25.1.1977 executed by Shri Annada Prasad Ghosh in favour of Shri. Kalyani Saha.

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3. Purchase Deed dated 7.3.1980 executed by Sh.
Kalyani Saha in favour of Badri Prasad Agarwal.
4. Municipal Tax Bills relating to the said property.

IN WITNESS WHEREOF the Vendor doth hereunto
set and subscribed his hand the day, month and year first above
written.

SIGNED, AND DELIVERED BY
THE VENDOR AT CALCUTTA
IN THE PRESENCE OF :-

Badri Prasad Agarwal
(BADRI PRASAD AGARWAL).

.... VENDOR .

WITNESSES:

- (1). Debjyoti Banerji
6/4/11/3, Sankar Garden Home
Calcutta - 700012
- (2). Manish Kanti Nath
104/7/2, Arpal Lal Tagore Road
Calcutta - 96.

RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs. 2,75,000/- (Rupees Two lakh seventy five thousand) only being the full and final payment of the consideration money as per memo. below :-

/ MEMO. OF CONSIDERATION /

BY - Bankers cheque 110 632462
 dated 11-03-1996 of Allahabad Bank
 Shyamkotal Branch - - - Rs 10,000=00.
 By Bankers cheque 110 508372
 dated 25.07.1996 of Allahabad
 Bank, Shyamkotal Branch Rs 1,00,000=00
 By Bankers cheque no 013622
 dated 26.7.1996 of Union Bank
 of India, Manik Hota Branch Rs 1,00,000=00
 By Cash - - - - - Rs 65,000=00

Total .. Rs. 2,75,000.00
 =====

(RUPEES TWO LAKH SEVENTY FIVE THOUSAND ONLY) Pr. Anil Prasad
Agarwal

WITNESSES:

(1). Debjyoti Baski

(2). Mrs. Kanti Prati

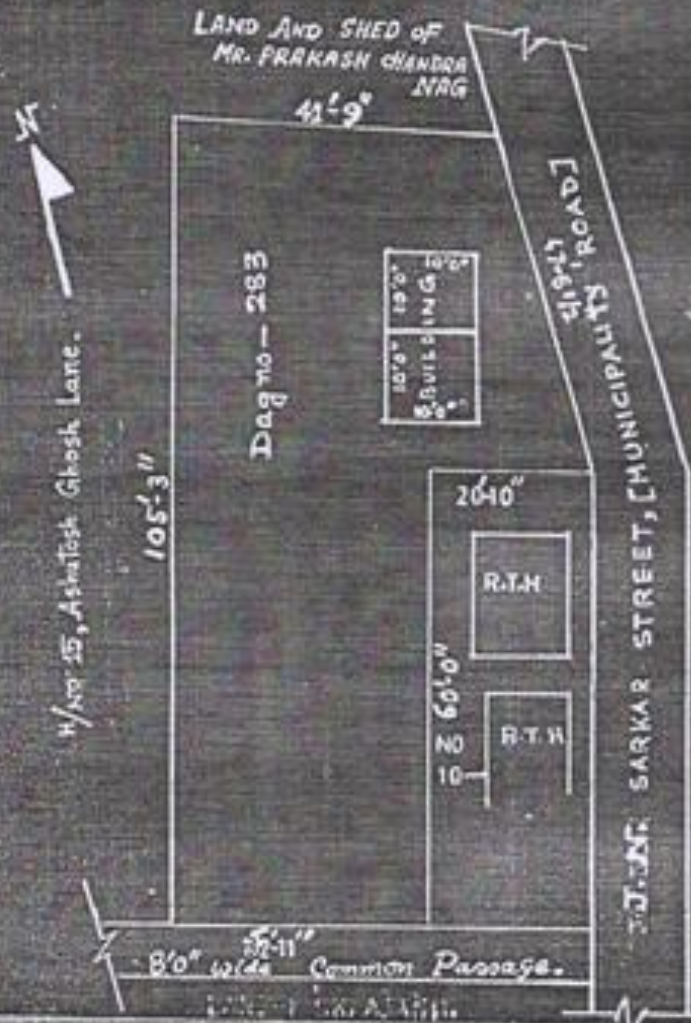
(VENDOR).

DRAFTED BY ME :
K. P. Mahalanabish
 (Mr. K. P. Mahalanabish),
 Advocate,
 45, B. B. Ganguly Street,
 Calcutta- 700 012.

SITE PLAN OF THE LAND OF SRI BADRI PRASAD AGARWAL
 IN C.S. DAG NO-283 KHATAN NO-1236467065 MOUZA DAKSHIND
 ARI J.L. NO 25 P.S DUM DUM (NOW LAKE TOWN) TOUZINO-1298/
 2833 HOLDING NO-12. J. N. SARKER STREET, WARD NO-23
 CIRCLE NO-7 UNDER SOUTH DUM DUM MUNICIPALITY.

LAND AREA : ~ 4 KHATA 13 CHATAK 40 SQFT: (shown in the Red colour)

SCALE : ~ 20'-0" = 1"



Signature of the owner.

Signature of the Engineer
 Licence no - 754 (C)
 C.E.C.

Drawn by -
 Pradyot Sarkar.