

6489

(43)

6291 750Rs.



Stamp Act 1899 Schedule I, A. 22
 Stamp Paid *Alprody 2640*
 Fee *6-5* Paid in C.F.S. Paid



Section 2(2) does not come
 under (C and R) Act
 for Hon'ble Supreme
 Court's Order
Bela Ghosh
Secy. Secy. Secy.

[Signature]
CLUB
 7.11.87

DEED FOR SALE

X.T
25
5000x6
64-00
4400

THIS INDENTURE made this the 7th day of November
 One Thousand Nine hundred and Eighty Seven BETWEEN
 Mr. SANTI NATH BANERJEE, DR. UMANATH BANERJEE, BROJANATH
 BANERJEE, SIBNATH BANERJEE, RUPNATH BANERJEE, SMT ARATI
 GANGULY sons and daughter of Late Nil Madhab Banerjee
 by faith Hindu, by occupation service, residing at 37,
 Jivan Krishna Mitra Road, Belgachia, Calcutta - 700 037,
 hereinafter referred to as the VENDORS (which term or
 expression shall unless excluded by or repugnant to the

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: 2 :

subject or context be deemed to include their and each of their heirs, executors, administrators, representatives and assigns) of the ONE PART

A N D

MRS. BELA GHOSH W/O Paresh Chandra Ghosh by faith Hindu by occupation House-wife residing at 94, Canal Street, P.S. Lake Town, Calcutta - 48 hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, representatives and assigns) of the OTHER PART

W H E R E A S Ananda Prasad Banerjee and Nriishinha Chandra Banerjee having by and under an indenture dated 25.7.1991, and made between Narahari Mondal and Kali Chanran Mondal described of the One Part and said Ananda

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: 3 :

Prasad Banerjee and Nrishinba Chandra Banerjee of the other part and registered for the year 1891, of the Registry at and recorded in Book No. I, Volume No. Page to Being No. purchased all that piece or Parcel of the land situated and lying at and being in Mouza Dakhindari, within the area under Thana Dum Dum at present Lake Town, Sub-Registry, Cossigore and included in Collectorate Touji No. 1298, R.S. No. 6 (S.D.F) J.L. No. 25 appertaining to C.S. Khatian No. 106 C.S. Dag Nos. 1061, 1088, 1089, 1090, comprising admeasurements an area of 9111 Acre be a little more or less and fully described therein subject to the payment of the fixed aggregate annual rent to the portion of the said land which are at present held in Tenure under the West Bengal Government.

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: 4 :

AND WHEREAS said Ananda Prasad Banerjee and Nrisinha Chandra Banerjee were in exclusively khas physical possession of the said land since purchase and mutuating their names in the Government's records as well as by paying the annual rent to the Government/Zamindar.

AND WHEREAS said Ananda Prasad Banerjee and Nrisinha Chandra Banerjee both of them had equal shares in the said land.

AND WHEREAS Ananda Prasad Banerjee died leaving three sons namely Dharendra Nath Banerjee, Kalidas Banerjee and Narendra Nath Banerjee and after death of Ananda Prasad Banerjee his said three sons and their uncle Nrisinha Chandra Banerjee were jointly possessing the said Properties having eight annas shares to Dharendra Nath, Kalidas and Narendra Nath and another eight annas to Nrisinha Chandra Banerjee and their names were duly recorded during the

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: 5 :

settlement Operation.

AND WHEREAS two sons of Ananda Prasad Banerjee, namely Kalidas, and Narendra Nath died on 30th May 1927 and 1st July 1935 respectively leaving no heirs save and except their full brother Dharendra Nath Banerjee as Kalidas was all along unmarried and Narendra Nath was without any issue and his wife predeceased him and further by and under an order in Succession Certificate Case No. 63 of 1937 passed by Ld. 1st Court of Munsiff at Sealdah, Dharendra Nath Banerjee alone became the owner of the eight annas share of the entire property as the sole successor of Ananda Prasad Banerjee and by way of inheritance and another eight annas of the entire property was belonged to Nrisinha Chandra Banerjee.

AND WHEREAS Nrisinha Chandra Banerjee died leaving two sons namely Nilmony Banerjee and Nil Madhab Banerjee as his heirs and they jointly inherited the eight annas share

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: 6 :

of the entire property which was belonged to Nrishinha Chandra Banerjee.

AND WHEREAS the entire property was devolved upon Dharendra Nath Banerjee having eight annas share and Nilmony and Nil Madhab Banerjee each having four annas share.

AND WHEREAS Dharendra Nath Banerjee, Nilmony Banerjee and Nil Madhab Banerjee had hitherto been in joint and peaceful possession of the aforesaid undivided properties according to their respective shares -

by constructing structures thereon and accordingly the property was mutated in the record of South Dum Dum Municipality as holding Nos. 17, 18 and 19 in Division-II sub-Division VI in favour of them.

AND WHEREAS said Dharendra Nath Banerjee, Nilmony Banerjee and Nilmadhab Banerjee, for the purpose harmonious occupation of the said property and at the same time to avoid

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: 6A :

future litigations, get the entire property amicably parti-

Contd....6F





: 6B :

future litigations, get the entire property amicably parti-

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AND WHEREAS the VENDORS absolutely seized, possessed or otherwise well and sufficiently entitled to the piece and parcel of the land and structure each of the vendors having 3 K. 10 Ch. 302 sft of land.

AND WHEREAS the VENDORS intend to transfer their said land and hereditaments to different persons and in furtherance of which the VENDORS divided their land and hereditaments into 7 plots viz. Plot Nos. A, B, C, D, E, F, G and made a passage 20' through and across the said land and running West to East leading to S.K. Deb Road for the purpose of common use of the intended plot holders.

AND WHEREAS the VENDORS have agreed with the PURCHASER for the absolute sale of their entire land and structure Being Plot No. F as described in the Schedule free from all encumbrance at and for the price of Rs. 30,000/- (Rupees Thirty thousand only) but subject nevertheless to the payment of the annual rent hereinafter mentioned to the West Bengal Government.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 30,000/- (Rupees Thirty Thousand only) to the VENDORS paid by the PURCHASER or before the execution of these presents (the receipt of which the VENDORS doth hereby acknowledge and c and from the same and every part thereof release him the PURCHASER) the VENDORS doth hereby grant convey and transfer unto the PURCHASER all that piece or parcel of the land and premises comprising a total area 1(one) Kathas 7(seven) Chittaks 15(fifteen) Sq.Ft. more or less Being Plan Plot No. F, with the right of use of 20' ft. under common passage situated and lying at and being in Mouza Dakbindari bearing C.S. Dag No. 1061, 1088, 1089, 1090

(Hal Dag No. 1061, 1088, 1089, 1090/4552 & S. Khatian No. 106, R. S. Khatian No. 524, 525 published in the records of survey within the Jurisdiction of Thana Lake Town Sub-Registry Bidhannaga and included in Collectorate Toujd No. 1298/2833, butted and bounded in the manner following that is to say :

- On the North : Part of R. S. Dag No. 1064 & 1063.
- On the South : 20' ft. wide common passage
- On the East : Plan Plot No. - E
- On the West : Plan Plot No. - G.

and which said land is fully delineated in the Map or Plan hereto annexed and thereon coloured red and in respect whereof the proportionate annual rent of Rs. 1 Annas 11 is payable every year to the West Bengal Government and is to be paid by the PURCHASER as from the date of mutation of his name in the Collectorate of the said Government OR HOWSOEVER OTHERWISE the said land, hereditaments and premises or any part thereof now are heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished with all fixture yards courts sewers drains ways paths passages common fences walls watercourse lights rights liberties privileges easements and appurtenances whatsoever to the land hereditaments and premises belonging or in anywise or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto along with the right of user and other privileges of the common passage 20' ft. running West to East leading to S.K. Das Road as shown in the annexed map or plan AND ALL THAT ESTATES right title interest claim and demand whatsoever of the VENDOR into or upon the said land hereditaments and premises or any part thereof TOGETHER WITH all deeds pattabs and muniments to title whatsoever exclusively relating to or concerning with the said

: 10 :

hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the VENDORS or any other person from whom it they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted or expressed on to be unto and to the use of the PURCHASER absolutely and for ever but subject to the payment of the said fixed annual rent AND the VENDORS doth hereby covenant the PURCHASER that notwithstanding any act deed or thing by the VENDORS done executed or knowingly suffered to the contrary the VENDORS Are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or otherwise whatsoever to alter defeat encumber or make void the same and subject only to the payment of the said fixed annual rent AND that notwithstanding any such act deed or thing whatsoever as aforesaid the VENDOR hath in itself good right and full power to grant the said land, hereditaments and premises hereby granted or expressed to be unto and to the use of the PURCHASERS in manner aforesaid and the PURCHASER shall and may at all times hereafter peacefully and quietly possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the VENDORS or any person lawfully or equitably claiming from under or in trust for it AND THAT free and clear freely and clearly and absolutely discharged

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served harmless and kept indemnified against all estates and encumbrances created by the VENDORS or any person or persons lawfully or equitably claiming or in trust for it AND FURTHER that the VENDORS and all person or persons lawfully or equitably claiming and any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for the VENDORS shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute or cause to be done or executed all such acts and things whatsoever for further and more perfect assurance of the said land hereditaments and premises and every part thereof unto and to use of the PURCHASER in manner aforesaid as shall or may be reasonably required.

THE VENDORS doth hereby state that they are hereby executing this deed out of their free will and is not subjected to any outside influence in the matter of execution of this sale Deed, in a Sound mind and good health and with full knowledge of the contents of this Deed.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of the land measuring about 1 (one) structure thereon Kathas 7 (seven) Chittacks 15 (fifteen) sq. ft. with/Being Plan Plot No. - F, with the right of user of 20' ft. wide passage and the easements thereof appertaining to C.S. Dag No. 1061, 1088, 1089, 1090 (Hat Dag No. 1061, 1088, 1089, 1090/4552 Khatian No. 106 (C.S.) R.S. Khatian Nos. 524, 525 R.S. No. 6 (C.D.F) J.L. No. 25 within the Mouza Dakshindari P.S. Lake Town within the Municipal jurisdiction

of South Dum Dum Municipality Holding No. 415, 416 District
24 Parganas at present within the South Dum Dum Municipality
and butted and bounded by -

- ON THE NORTH : Part of R.S. Dag No. 1064 & 1063
- ON THE SOUTH : 20' ft. wide Common Passage.
- ON THE EAST : Plan Plot No. - E
- ON THE WEST : Plan Plot No. - G

Received of and from the within mentioned purchaser by
the within mentioned vendors according to their individual shares
with the consideration money as per memo given below -

MEMO OF CONSIDERATION

Paid by Cash/Cheque to Satinath Banerjee	Rs. 5000.00
Paid by Cash/Cheque to Umanath Banerjee	Rs. 5000.00
Paid by Cash/Cheque to Brojanath Banerjee	Rs. 5000.00
Paid by Cash/Cheque to Sibnath Banerjee	Rs. 5000.00
Paid by Cash/Cheque to Rupnath Banerjee	Rs. 5000.00
Paid by Cash/Cheque to Smt. Arati Ganguly	Rs. 5000.00

1. A.K. Ghannai
Advocate

VENDORS :

1. Satinath Banerjee
2. Broja Nath Banerjee
3. and as constituted attorney for Umanath Banerjee.
4. Sibnath Banerjee.
5. Rupnath Banerjee.
6. Arati Ganguly.

IN WITNESSETH WHEREOF the VENDORS have hereunto set
and subscribed his hands, seal and say, month and year first
above written.

IN Presence of :

1. A.K. Ghannai
Advocate
2. Rajib Bhromail

VENDORS :

1. Satinath Banerjee
2. Broja Nath Banerjee. fa
3. and as constituted att
4. for Umanath Banerjee
4. Sibnath Banerjee.
5. Rupnath Banerjee.
6. Arati Ganguly.

Drafted by me :
A.K. Ghannai

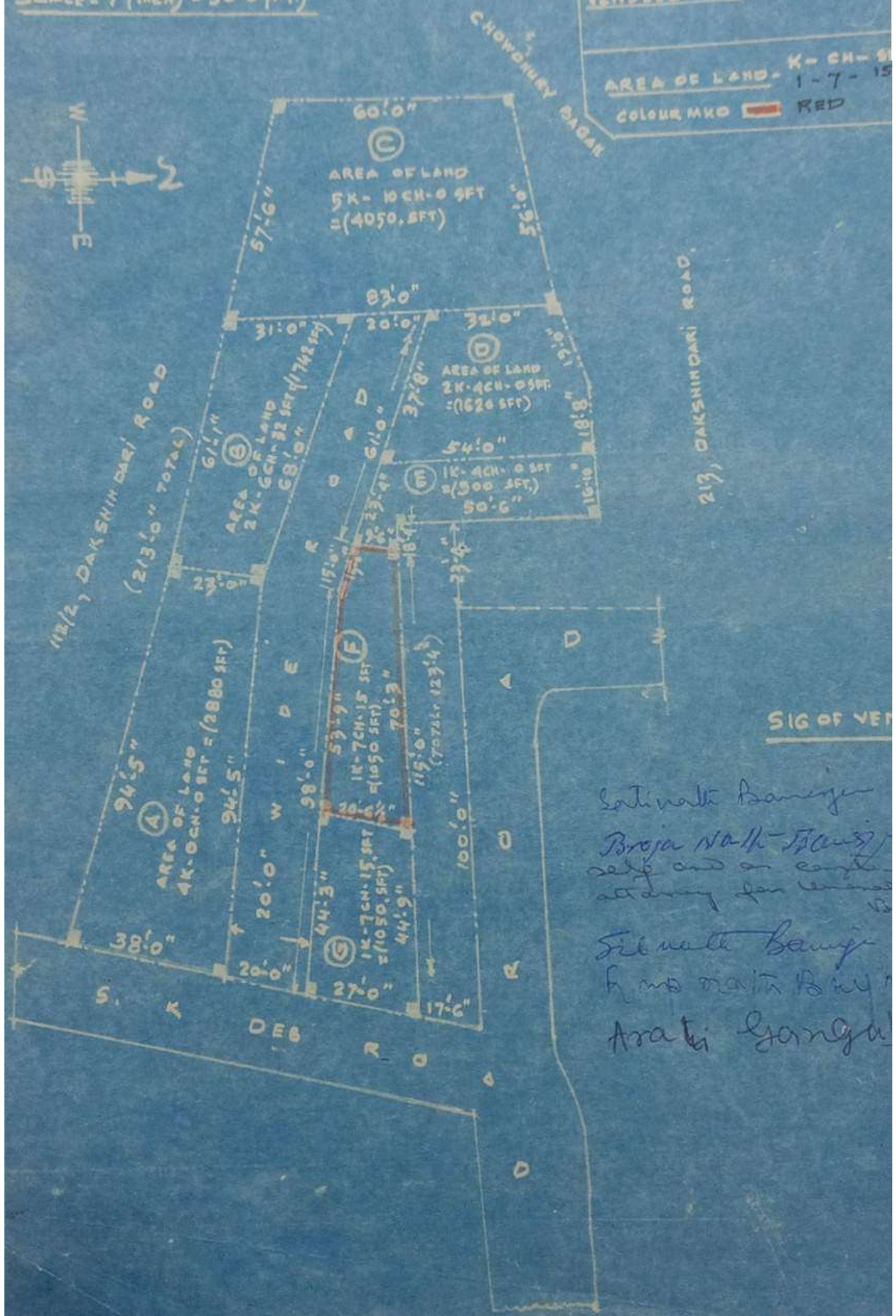
typed by me : Advocate
Rajib Bhromail
Bridhan Park
Barasat, 24 Pgs (N)

(57)

LAND PLAN OF MOUZA - DAKSHINDARI. J.L HQ 25. KHATAH NO
 & 525, TOLZI NO 1298/2833. HOLDING NO 17, 18, & 19
 MAP NO 1061, 1088, 1089, 1090/4552. SOUTH DUM-DUM MUNICIPALITY
 P.S. LAKE TOWN, DIST. 24 PARGANAS (NORTH)
 SCALE - 1" (INCH) = 30' 0" (FT)

VENDEE'S NAME: - BELA GHO

AREA OF LAND - K - CH - 9
 1 - 7 - 15
 COLOUR MKO RED



Latimati Banerji
Broja Nath Banerji
self and an const.
attorney for vendee

Sitmati Banerji
R. mo mati Banerji
Arati Ganguly