

Doscipur Dum Dum, North 24 Purposes

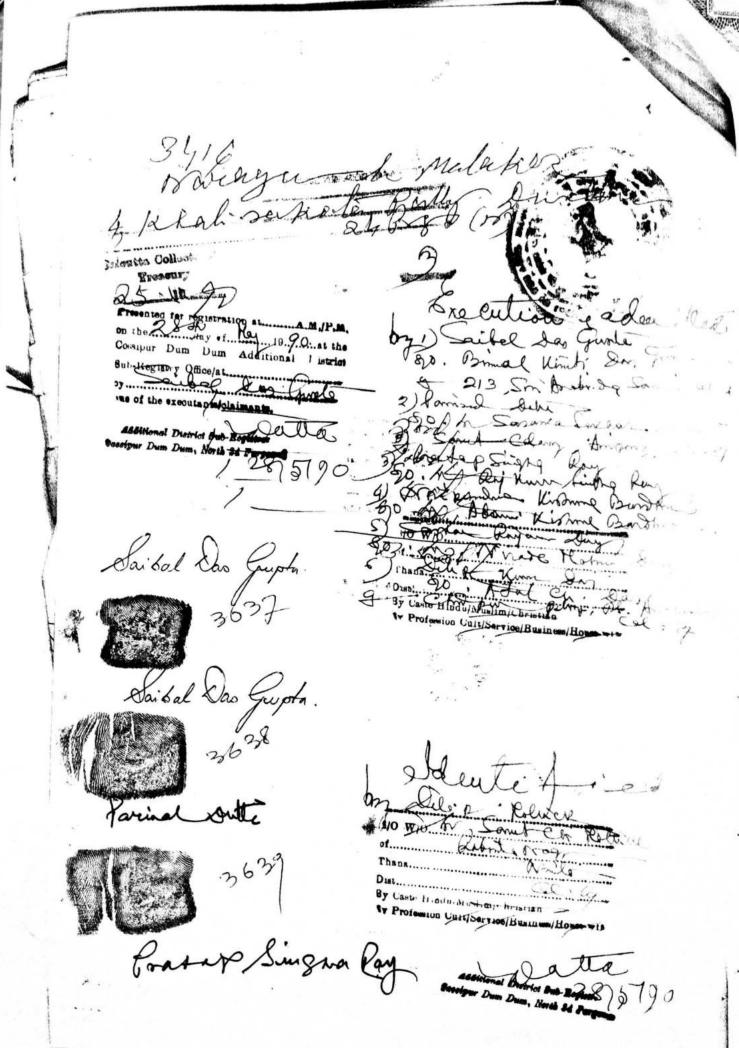
PRICED AT RS. 35,000/-(RUPES THIRTY FIVE THOUSAND).

One Thousand Nine Hundred and Ninety BETWEEN SRI

SAIBAL DASGUPTA sonof Sri Bimal Kanti DasGupta, by faith

Hindu, by profession Businessman, residing at No. 218, Sri

Aurobinda....





Aurobinda Sarani, Police Station Shyampukur, Calcutta-700 006, hereinafter called the "SELLER" or the "VENDOR" (which expression where the context so admits shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART

A N D

Datta, residing at Sarat Colony, P. O. Rajbari Colony, Police Station Dum Dum Airport, Calcutta - 700 OSI, (2) SRL PRATAP SINGHA ROY son of Late Raj Kumar Singha Roy, (3) SRL PRATAP ORIPENDRA KISHORE BARDHAN son of Late Abani Kishore Bardhan, (4) SRI SANKAR DEY son of Late Nirode Mohan Dey and (5) SRI DILIP KUMAR DAS sonof Sri Atul Chandra Das, all of Village: Chandpur Palli, P.O. Rajbari Colony, Police Station Dum Dum Airport, Calcutta - 700 OSI, all by faith Hindu, by profession Businessmen, hereinafter collectively called the

"CONFIRMING ...

AND ...

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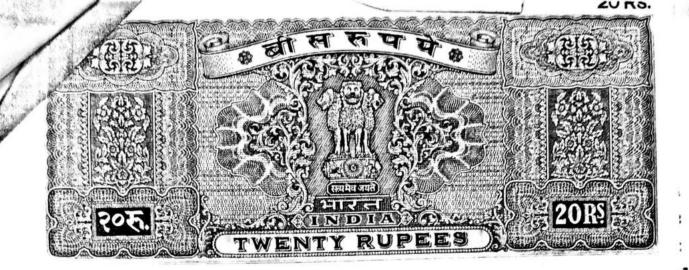
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" CONFIRMING PARTIES" (which expression where the context so admits shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the SBCOND PART

(1) SRI NARAYAN CHANDRA MALAKAR son of S.L. Nilates 953 Chandra Malauar and (E) SMT. SWAPNA MALAKAR wife of Sri Narayan Chandra Malakar, both by faith Hindu, by profession No. 1, Business and No. 2, House-wife, both residing at No. 4, Khalisa Kota Pally, P. S. Dum Dum, District North 24 Parganas, hereinafter called the "PURCHASBRS" or the " Y B H D H E S " (which expression where the context so somits shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the THIRD WHEREAS ...

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WHEREAS the Vendor above named Saibal DasGupta is the sole benificial owner alone without joint interest and is fully seised and possessed of or otherwise well and lawfully entitled to the piece or parcel of land measuring 4 Cottahs 9 Chittacks 41 Sq.ft. be it same a little more or less with 1' ft. drain on the Western side including the passage , situated within plan plot marked as 'A' comprising Dag No. 1806/2115 recorded into R. S. Khatian No. 342. in Mouja Sultampur, J. L. No. 10, more fully elaborated below in respect of its history of title gradual devolution and particularly written hereunder in the Schedule and for greater clearness delineated on the map or plan annexed hereto and thereon depicted with boundaries thereof coloured red all which land shown on the annexed plan is hereby intended or expressed by the Vendor to be sold, transferred conveyed assigned and assured to the purchasers namely Sri Narayan Chandra Malakar and Smt. Swapna Malakar herein comprised together with all manner of easements, all manner of passage rights together with prevelages and liberties thereto and appurtenances whatsoever enjoyed therewith free and clear of all encumbrances ..

AND ...

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AND WHEREAS Dag No. 1806/2115 containing land area .40 Decimal included and recorded into R. S. Khatian No. 342 with Rayat Dakhali interest (formerly Rayat Sthitiban) yielding annual revenue Jama of R. 6 -15-3 P for land measuring in total 2.10 acres under the former land lord Naba Krishna Roy Chowdhury and others later substituted by the present land lord Govt. of West Bengal represented by the concerned District Collector, situate lying at Mouza Sultanpur, Touzi No. 173, J. L. No. 10, Pargana Calcutta, Sub-Registry -Additional District Sub-Registry Office Cossipore Dum Dum within the District, North 24 Parganas, was jointly held occupied and possessed by One Chakayat Ali Mondal and Bankaulla Mondal of Village Birati along with their other properties acquired by virtue of settlement (Bandobast) and purchases.

A N D W H B R B A S by a Kobala dated 24-7-1953 registered at Sub-Registry Office Cossipore Dum Dum and recorded in Book No.1, Volume No. 50, at pages 203 to 206, Being No. 4505/1953 the said Chakayat Ali Mondal transferred by way of absolute sale of his share in the property aforesaid to the joint purchasers Nirad Mohan Dey, Tarapada Dey, Monoranjan Dey and Sishu Ranjan Dey. And thus Nirad Mohan Dey and others as above became the owners of the half of the said property which they duly seised and possessed and occupied. The remaining other half of the property belonging to Bankaulla Mondal was enjoying and possessed by Fakir Ali Mondal (son) and daughter's Joharannessa Bibi and Rahimannessa Bibi, the only legal heir and heiresses left by Bankaulla Mondal at his death intestate.

AND WHEREAS by a registered Kobala dated 2-12-1953 one Taosher Ali Mondal purchased from the said Joharannessa Bibi and Rahimannessa Bibi their ½ (th of the whole) share jointly inherited by them from their deceased father Bankaulla Mondal, the other half of the inherited property(i.e. tof the whole) being unsold and remaining with their brother, the said Fakir Ali Mondal, the only son of the deased Bankaulla Mondal.

A N D WHEREAS by a Kobala dated 24-7-1953 registered at Sub-Registry Office Cossipore Dum Dum and entered into Book No. 1, pages 265 to 268, Being No. 4506/1953, the said Taosher Ali Mondal transferred his right title and interest by way of absolute sale of his share on the said property acquired by him by purchase from the daughters of Bankaulla Mondal, to the above said Nirad Mohan Dey and others.

AND WHEREAS the said Fakir Ali Mondal, also transferred his inherited t share (i.e. t of the whole property) to One Saila Bala Majumdar by a registered Kobala dated 9-12-1952.

AND WHEREAS by a Kobala dated 21-1-1954 registered at Sub-Registry Office Cossipore Dum Dum and copied in Book No.

1, Volume No. 9, pages 141 to 142, Being No. 260/1954, the above said Nirad Mohan Dey and others purchased the portion held by and from the above said Saila Bala Majumder. Thus in manner stated above, the said Nirad Mohan Dey and others became jointly the holders of the property aforesaid and their names were duly recorded....

recorded in equal shares R. S. record which was finally framed and finally published under Sub- Sec. 2 of Section 44. And the said property was recorded into R. S. Khatian No. 342 with Rayat Dakhali interest yielding total Jama of R. 6 - 15 as - 3 P for land area 2.10 acres.

AND WHEREAS while inuse occupation enjoyment and possession jointly the said Nirad Mohan Deyand others jointly transferred byway of absolute sale of the land described below in the Schedule along with others to the purchaser Bimal Kanti DasGupta, the immediate pmr predecessor-in-interest of the Vendor Sri Saibal Das Gupta herein comprised. The sale deed was executed on 20-5-1960 and registered on 21-5-1960 at Sub-Regstry Office Cossipore Dum Dum and copied in Book No. 1, Volume No. 69, pages 140 to 145 Being No. 4570/1960.

AND WHEREAS the Vendor to these presents

Sri Saibal DasGupta acquired the land measuring 4 Cottahs 9

Chittacks 41 Sq.ft. including passage particularly written hereunder in the Schedule by virtue of a Deed of Gift absolutely

and forever made by his father the said Sri Bimal Kanti DasGupta

which was registered on 28-3-1984 at Sub-Registry Office Cossipre

Dum Dum and copied in Book No. 1, Volume No. 58X, at pages 202

to 208 Being No. 2263/1984. The Donee Saibal DasGupta the said

Gifted land for all the material time ever since he acquired the y

same by virtue of the fift and he has full power and indefeasi
ble title to transfer it in any way he chooses.

AND WHERBAS the Vendor does have the capability to find out a purchaser/s to sell the property to them described in the Schedule in its original condition unless and untilthe same is developed and improved by raising filling and concerning its conveniently with proper passages and drainages, involving heavyimmediate expenditure which the Vendor no means can accommodate for himself and the Vendor therefore, conveniently for exigencies sake and agreed with the confirming parties hereto and entered into an agreement with them to improve the property to the Vendor by the Confirming Parties in manner mentioned above and given to under stand as per the terms of the agreement between the Vendor and the Confirming Parties that the property after its proper development made by the ConfirmingParties at their costs and labour the said property would be sold either to the Confirming Parties or to the party or parties selected and renominated by the Confirming Parties hereto and the purchasers of this sale deed being the persons nominated by the ConfirmingParties for their purchasers of developed and improved land measuring an area of 4 Cottahs 9 Chittacks 41 Sq.ft. including passage along with 1' ft. drain on the Western side for or at the purchase money of Rs. 35,000/- (Rupees Thirty five thousand) only, given by the Purchaser to the Vendor which the Vendor admits to have received and out of which the Vendor has paid a sum of Rs. 21,142/- (Rupees Twenty one thousand one hundred and forty two) only, to the Confirming Parties as the labour and development costs and the Vendor has accepted Rs. 35,000/- (Rupees Thirty five thousand) only as the fixed consideration price detailed in the memo of consideration for his sale of land measuring 4 Cottahs 9 Chittacks 41 Sq. ft. including passage along with 1' ft. drainon the Western side in the Schedule together with all manner of easements rights of passages...

passage s and appurtenances free and clear of all encumbrances.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

In pursuance of what has been described in the above paragraph in details and in consideration of the fixed price of R. 35,000/- (Rupees Thirty five thousand) only, paid by the Purchaser to the Vendor before the execution of these presents and the receipt whereof the Vendor doth hereby admit and acknowled-ges and of and from the same and discharge the purchasers att as well as the property hereby conveyed the Vendor doth hereby grant convey, sell , transfer, assign and unto the the Purchasers all that the piece or parcel of Rayat Dakhali Revenue paying land measuring 4 Cottahs 9 Chittacks 41 Sq.ft. including passage along with 1'ft. drain on the Western side yielding proportionate p rent of revenue 35 paise by the same a little more or less situate lying at Mouza Sultanpur, Pargana-Calcutta, R. S. Khatian No. 342, Dag No. 1806/2115 as shown in the annexed plan being fully described in the Schedule below and delineated in the annexed plan hereto coloured with red border or HOWSOBVER OTHERWISE the said land which now is or are at any time heretofore was or were butted and bounded called known numbered described or distinguished together with rights liberties privilages all manner of easements and appurtenances belonging and all the estate right title interest property claim and demand whatsoever of the Vendor into out my the or and upon the said piece or parcel of land hereby conveyed unto the Purchasers.

TO HAVE AND TO HOLD the said property absolutely and forever the Vendor and the Confirming Parties do hereby deliver

vacant and khas possession of the same to the Purchasers and the Vendor along with the Confirming Parties in manner as appearing below:

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- a) The Vendor has good right full power absolute authority and indefeasible title to grant, convey, transfer and assign and assure the said piece or parcel of land and premises hereby sold coneveyed and transfer unto the Purchasers in manner as aforesaid being confirmed by the Confirming Parties.
- The said piece or parcel of land and premises shall be quietly and peaceably entered into and hold and enjoyed and possess ed absolutely and the rents issues and profits received there from by the purchasers without any interruption claimor demand by the Vendor and the ConfirmingParties miand without any lawful eviction disturbance or interruption by any other person or persons whomsoever.
- c) The said piece or parcel of land and premises hereby sold conveyed and transferred unto the Purchasers is freed and discharged from or othersise by the Vendor and Confirming Parties sufficiently indemnified against all and all manner of encumbrances claim and demands whatsoever of the created occassioned or made by the Vendor or any of his predecessor-in-interest or any person or persons whomsoever.
- d) The Vendor and every person or persons having or lawfully claiming any estate right title and interest into or upon....

upon the said piece or pardel of land and premises hereby sold conveyed and transferred unto the Purchasers or any part thereof shall andwill at alltimes hereafter upon every reasonable request and at the cost of the Purchasers make, do acknowledge and execute and perfect all such further and other lawful and reasonable acts, deeds and things assurance and matters whatsoever for the further better and more perfectly and assuring the said piece or parcel of land and premises unto the Purchasers in manner as shall or may be reasonably required.

- e) The said piece or parcel of land and premises or any part or portion thereof or any interest therein have or has not vested in and/or are or is not acquired by the State of West Bengal Estates Acquisition Act, 1953 or Statutory modification the meof or any other law for the time being in force.
- f) The purchasers will be entitled to mutated their names in respect of the said pieceor parcel of land with the authorities concerned.
- and premises hereby sold conveyed and transferred bythe Vendor and the Confimring Parties are not free from encumbrances as herein-before covenanted the Vendor will be liable both in Civil and/or Criminal actions to the Purchasers and the Vendor will be further bound to make good any loss to besustained by the Purchasers.

SCHEDULE ABOVE REFERRED TO :

District North 24 Parganas, Police Station DumDum, Sub-Registry Office at Additional District Sub-Regi-stration Office Cossipore Dum Dum. Pargana, Calcutta Mouza Sultanpur, pertaining to J. L. No. 10, R. S. No. 148, Touzi No. 173, Former Land Lord Naba Krishna Roy Chowdhury andothers substituted by the present land lord Govt. of West Bengal represented by the concerned district Collector recorded into R. S. Khatian No. 342, with Rayat Dakhali interest showing land area 2.10 acres yielding annual revenue Jama F. 6-15-3P.

R. S. Dag No. 1806/2115 clasified 'SHALI' land in upon and cut of which land area by local measurement 4 (Four) Cottahs 9 (Nine) Chhittaks 41 (Forty one) Eq.ft. including passage along with 1' ft. drain on the Western side be it a little more or less as delineated and depicted by red border onthe site plan annexed hereto and which is a part of this sale deed, was the land gifted to the Vendor and accepted by him which is now sold and transferred by him to the purchasers hereto. The proportional rent of revenue payable annually to the landlord for this land is &.....

manner of easements, all manner of rights of passages for men and meterials, all other manner of rights drains, water courses, laying water pipe, a electricity and telephone line connections overhead or under-ground, all other related rights liberties, previlages and appurtenances belonging thereto. The land sold hereby is used for agricultural purposes and has been kept harmless and free from all encumbrances whatsoever.

The land sold hereby is butted and bounded in manner as following :-

ON THE NORTH BY

C. S. Dag No. 2114, Road, and C. S.

Dag No. 2115.

ON THE SOUTH BY

Plot No. B' as shown on the annexed plan.

nin

ON THE BAST BY

Plot marked No. 8 & 9 shown on the

annexed plan.

ON THE WEST BY

C. S. Dag No. 1846.

IN WITNESS WHEREOF the Vendor and the Confirming Parties do hereunto set and subscribed their respective hands and the day month and year first above written. The Confirming Parties whereof further on account of more perfectly assuring this sale deed do hereby surrenders and transfers all their interet in and upon the agreementmade between the Vendor and the Confirming Parties in favour of the Purchasers herein comprised.

SIGNED AND DELIVERED

In the presence of :

Badra, Dum De

(SIgnature of the Confirming parties)

RECEIVED of and from the within named Purchasers within mentioned sum of R. 35,000/- (Rupees Thirty five thousand) only, as per Memo of Consideration given below:

MEMO OF CONSIDERATION

of Accessed Three hundred fifty pieces of currency notes of Accessed Bank of India @ Re 100/2 (Rupulo one hundred) only look, announting to Rupus Histy five thousand only.

Re 35,000/2

WITNESSES :

1. Readis hann Naneledgen Cab tog.

(Signature of the Vendor) Parindontogra Pay Pontar Lingto Parten Krifenda Kishua Berden Dilipo Kumas DA?

2. Gour Mihi Bactra, P.S. Dunde Cent- 79

(Signature of the Confirming Parties

Deed prepared by me as per douge Shi Pradip Kumar fal & Digle, A.S. Am Du Calcutte - 65-L'ceace No. D.W. XVI -9

Typed by : udsochor PLAN OF CIS. BATA DAG TELE (P)

MEQUITA SULTANPUR JL-10 RS-148

HATIAN 342 P.S. DUMDUM DST 24 PAR (N)

SCALE-1" = 30-0"



Signature Rough Basic