P03351

I-08364

11

भारतीय गैर न्यायिक

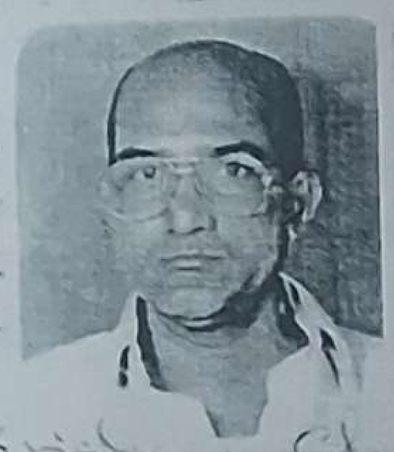
INDIA NON JUDICIAL

RUPEES 25000 रुपये

पच्चीस हजार रुपये

017438

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL



Dulal Krishna Chakraborty

Dulal Krishna Chakraborty

THIS DEED OF SALE is made on this the 19th day of May s Two thousand and six A.D.of the Christian Era BETWEEN SRI DULAL KRISHNA CHAKRABORTY, son of Jitendra Nath Chakraborty, by religion-Hindu, by nationality-Indian, by occupation- Service, residing at 23, Nanda Lal Mitra Lane, P.S. Regent Park,Kolkata-700 040, in the Dist.South 24-Parganas, hereinafter called and

contd....p/2.

MARKET VALUE Rs .....

Exempted vide I.G.R's No. 110/06 & 111/06 dt. 31.07.06

B.D. Rs 14120/-

" 859695 dt 23/11/06

Reg. Fees Rs 1551/-

Addl. Sub-Registrar

Alipore South 24 Parganas

27/11/06

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL 818325

// 2 //

Rekha Biswas.

referred to as the " VENDOR " (which terms or 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;

// A N D //

1) SRI NARAYAN BISWAS, son of Late Nathuram Biswas, by occupation- Business, 2) SMT. REKHA BISWAS, wife of Sri Narayan Biswas, by

contd....p/3.

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 818326

occupation- House-wife, both by religion-Hindu, both by nationality-Indian, both residing at 12K/2, Dr. Nagen Ghosh Lane, P.O.Dhakuria, P.S.Kasba, Kolkata- 700 031, in the Dist.South 24-Parganas, herein--after jointly called and referred to as the "P U R C H A S E R S" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective heirs,executors, administrators, legal representatives and assigns) of the OTHER PART:

contd.....p/4.

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 818327

WHEREAS District- 24-Parganas at present South 24-Parganas formerly P.S.Sadar Tollygunge now Kasba, formerly Sub-Registry office at Alipur now Sealdah, at present within the Calcutta Municipal Corportion (presently Kolkata Municipal Corporation) Pargana-Khaspur R.S.No. 3, J.L.No. 25 of Mouza- Nayabad, within the aforesaid Dist. Collectorate's Touzi No. 56, of the West Bengal Govt. District Settlement Jarip Khatian Nos. 5 & 6 of the Rayati Dakhali Sattya Bisista landed property within the schedule below landed property formerly C.S.Dag No. 102 along with many other landed property in different natures belonging to i) Naba Kishore Mondal, ii)Raj Kishore Mondal and others of all Bawali, Budge Budge, Dist. 24-Parganas, as their recorded landed property, they were in cultivating and fishing the such landed property free from all sorts of encumbran -ces.

contd...p/5.

contd...p/12.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 818328

AND WHEREAS for their respective peaceful enjoyment, occupation and possession over and upon the respective landed properties in between themselves along with their co-sharer holders filed a Partition Suit before the Ld. 3rd Sub-Judge at Alipore, in the year 1941 vide Suit No. 16 of 1941, after some time such suit duly been decreed in its Final Stage and according to such Decree of the said Partition Suit in the year 1971 dated 4th day of June, the Ld. Court appointed Pleaders with the demarcated Plans and specified in its Final Decree upon depended thereon. As per the said Final Decree of the said Suit, the Parties sl. No. 12,13 & 14 as Defendant namely i) Sri Prabhas Chandra Mondal, ii) Sri Pratul

contd....p/6.

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 818329

Chandra Mondal and iii) Sri Amarendra Nath Mondal got their total shares as 2 Annas 6 gandas 2 karar 2 kranti landed property out of the total landed properties of the said Partition Suit, During Pendency of the said Final Decree the Defendant No. 13 namely Pratul Chandra Mondal, died intestate leaving behind him surviving wife -Smt. Labnya Prova Mondal, two sons namely i)Malay Kumar Mondal and ii) Swapan Kumar Mondal as his only three number legal heirs and/or successors, and the above named three legal heirs and /or successors duly entered into the said Suit as defendants in place of the said deceased Pratul Kumar Mondal, Accordingly ed Smt. Labnya Prova Mondal being the widow of the said deceased

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 818330

Pratul Chandra Mondal as one of the legal heir and/or successor inherited and got his respective landed property within Mouza-Nayabad, comprised in the C.S. Dag No. 102 within R.S. Khatian Nos. 145, 146 appertaining to the R.S.Dag Nos. 191, 194, 195 & 196 according to the demarcated lands submitted by the Pleader Commission therein marked as Bengali " Ga " and " Unga " Block and cultivated the same free from all sorts of encumbrances.

AND WHEREAS one the other hand two sons of the said deceased Pratul Chandra Mondal viz;- i) Malay Kumar Mondal got and inherited his respective lands as " Unga " & " Tha " Block landed

contd.....p/8.

contd.....p/12.

भारतीय गैर न्यायिक
भारत INDIA
रु. 500 FIVE HUNDRED RUPEES
पाँच सौ रुपये Rs. 500
सत्यमेव जयते
INDIA NON JUDICIAL

818331

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

property and ii) Swapan Kumar Mondal got and inherited " Gha " & " Ta " Block landed property as their seperate respective properties

It is hereby note that during the Revisional Survey Settlement Operation record of right the landed propety in R.S.(Khanda) Khatian Nos. 145, 146 had been recorded in the name of the said deceased Pratul Chandra Mondal. But in the aforesaid records less landed properties had been recorded in his name in place of his actual landed properties. On the other hand other co-owners duly recorded their respective names in Khanda Khatian No. 1 maximum landed properties recorded their names but were enjoyed and possessed their respective landed properties according to such Final Decree of the said Suit.

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contd....p/12.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

818332

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AND WHEREAS within the aforesaid stated Khatians landed properties, some portion had been vested and acquired by the Govt. of West Bengal and against suit vest one of the share holder of the above landed property namely Sri Sunil Krishna Mondal Filed a Suit before the Ld. High Court on 24.9.1973 for acquisition free land, per Indian Constitution Act. 226 vide Case No. 3554/W-73 before the Ld. High Court, Calcutta, Long time has been elapsed the Ld. High Court, Cqlcutta duly passed an Order in favour of the said Sri Sunil Krishna Mondal and others dated 21.7.1977. And accordingly the landed properties declared as Non-vested lands and/or Non-Acquisition/Requisition properties, free from all sorts of encumbrances.

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[illegible] R.S.Dag No. 194 and iii) 2 cottah 7 chittaks in

contd...p/12.

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL 01AA 989563

AND WHEREAS during peaceful enjoyment, occupation and possession over and upon the total landed properties by the said Smt.Labnya Prova Mondal , Sri Malay Kumar Mondal and Sri Swapan Kumar Mondal, they have entered into an agreement for sale dated 3rd day of July, 1975 with 1)Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, 2)Sri Gopal Chandra Dey, son of Late Rashik Chandra Dey both of Paschim Rajapur, Shibani Road, P.S.Jadavpur, Calcutta- 32, Dist. 24-Pargnas, for sale and trans--fer of the landed properties, But due to mis-understanding long time has been passed, ultimately both parties disagreed with to the subject matter, As a result the said i)Sri Kanti Ranjan

contd....p/11.

Chakraborty and ii) Sri Gopal Chandra Dey have jointly filed a suit as per specific contract of law in the year 1980 before the Ld. 3rd Sub-Judge at Alipur, vide Suit No. 232 of 1980 against the said Smt. Labnya Prova Mondal and others. Thereafter such Suit transferred and filed before the Ld. 4th Court vide No. 1984/16, at Alipur, 24-Parganas . And in the said Suit, the said Smt. Labnya Prova Mondal and others as the Defendants latter on 27th day of November, 1984 became amicably dispossed of the said Case and Decreed a Solenama with their joint confirmation and it was decided both the said parties that the said Smt. Labnya Prova Mondal and others shall sale and transfer their such total landed properties through the said Sri Kanti Ranjan Chakraborty and Gopal Chandra Dey, to their nominated and appointed person or persos.

AND WHEREAS as such the said Smt. Labnya Prova Mondal was in peaceful enjoyment, occupation and possession over her respective landed properties in Mouza- Nayabad, comprised in the R.S.Dag Nos. 191, 194 195 and 196 formed from the said C.S.Dag No. 102, within P.S. Kasba, under Addl.Dist.Sub-Registrar office at Sealdah, Dist. 24-Parganas , free from all sorts of encumbrances.

AND WHEREAS the said Smt. Labnya Prova Mondal, wife of Late Pratul Chandra Mondal of Bawali, P.S.Budge Budge, Dist. 24-Parganas, as the Vendor and the said 1)Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, 2)Sri Gopal Chandra Dey, son of Late Rashik Chandra Dey, both of Paschim Rajapur, Shivaji Road, P.S.Jadwpur, Calcutta- 32, Dist. 24-Parganas, being jointly as the Confirming party, sold, transferred, conveyed, assigned and assured a piece and parcel of the land an areq about i) 4 chittaks in R.S.Dag No. 191, ii) 9 chittaks in R.S.Dag No. 194 and iii) 2 cottah 7 chittaks in

contd.....p/12.

R.S.Dag No. 195 i.e. in total land area about 3 cottahs 4 chittaks more or less, within such three R.S.Dags, under R.S.Khatian Nos. 1,129, 130, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 145 & 146, formed from the said C.S.Dag No. 102 in C.S.Khatian Nos. 5 & 6, within Mouza- Nayabad, J.L.No. 25, Touzi No. 56, Pargana- Khaspur, R.S.No. 3, within P.S.Kasba, Sub-Registration office- Alipur, in the Dist. 24-Parganas, and such was sold by virtue of a registered Bengali Sale Kobala dated the 22nd day of February, 1985 corresponding to the Bengali dated the 10th day of Falgun, 1391 B.S. executed and registered before the Office of the District Sub-Registrar,Alipur, South 24-Parganas, and had been recorded in its Book No.I, Volume No. 42, Pages 485 to 496, Being No. 2558 for the year 1985, abso--lutely sold and transferred to and unto the above named present Vendor herein Sri Dulal Krishna Chakraborty.

AND WHEREAS since purchase, the present vendorherein is being absolutely enjoying and possessing his such purchased landed property free from all sorts of encumbrances and duly had recorded and mutated his name before the B.L. & L.R.O. authority concerned in connection with his so purchased landed property measuring an area about 3 cottah 4 chittaks 00 sq.ft.more or less of the lands, in the R.S.Dag No.194 under R.S.Khatian No. 145, within Mouza- Nayabad, J.L.No. 25, formerly P.S.Kasba, at present P.S.Purba Jadavpur, under Addl.Dist.Sub-Registration office at Sealdah, in the Dist. South 24-Parganas, vide No. 18/1134/Plot/Addl. B.L.& L.R.O. T.M.Kasba /03 dated 02/07/2003 in reference No. 643/2003, and since record of right paid all the as usual revenues to the said B.L.& L.R.O. authority concerned in connection with the schedule below landed property in his name.

contd.....p/13.

AND WHEREAS the Vendor herein duly mutated and recorded his name before the Assessement Roll Registrar of the Kolkata Municipal Corporation (since Calcutta Municipal Corporation) and his such purchased landed property mutated and recorded as well as numbered as the Premises No. 2885, Nayabad, under Ward No. 109, being its Assessee No. 31-109-08-3248-0, within the Police Station-Purba Jadavpur, under Addl.Dist.Sub-Registration office at Sealdah, in the District-South 24-Parganas in connection with the said landed property measuring an an area about 3 cottahs 4 chittaks 0 sq.ft. more or less, at the said Mouza- Nayabad, J.L.No. 25, in R.S.Dag No. 194 under R.S.Khatian No. 145, in the Dist.South 24-Parganas, and since the Vendor paying all as usual regularly rents to the such Kolkata Municipal Corporation as well as the B.L.& L.R.O. authority concerned in his name.

AND WHEREAS the Vendor herein being absolutely enjoying and possessing the said landed property free from all sorts of encumbrances and duly erected a bamboo fencing tileed shed residential structures upon the said landed property having an area about 150 sq.ft. more or less, standing thereon and the vendor is living thereon free from all sorts of encumbrances.

AND WHEREAS the Vendor herein has intended to sale out of the said landed property along with structures thereon as which has been morefully mentaned and written in the schedule hereunder and also the said landedproperty shown, delineated and depicted with the coloured RED border lines with the annexed map or plan hereto, with all easement right, title,interest,possession and profits whatsoever therein, for the total consideration sum of Rs. 2,90,000/-(Rupees Two lakh ninety thousand) only, and the above named Purchasers have jointly intended to purchase the said landed property along with its structures thereupon from the above named Vendor for the said total consideration money,considering the said price is the highest ~~mark~~ market price of these presents.

contd....p/14.

NOW THIS DEED OF SALE WITNESSETH as hereunder written :-

THAT in consideration of the said sum of Rs. 2,90,000/-(Rupees Two lakh ninety thousand) only which has been paid by the above purchasers in full to the vendor above named and the receipt of which the vendor hereby admit, acknowledge and confirm, the vendor does hereby sell, transfer, convey, assign and assure unto the said purchasers all the the immovable property as described in the Schedule hereunder that is all the piece and parcel of the present Bastu land measuring an area about 3 cottahs 4 chittaks 0 sq.ft.more or less along with one bamboo fencing tiled shed structures areas about 150 sq.ft. be the same a little more or less standing/erected thereon lying and situated within Mouza- Nayabad, J.L.No.25, comprised in the R.S.Dag No. 194 under R.S.Khatian No. 145, within P.S.Purba Jadavpur, within the limits of the Kolkata Municipal Corporation under Ward No. 109, being known as the Premises No. 2885,Nayabad, under Addl.Dist.Sub-Registry office at Sealdah, in the Dist.South 24-Parganas, which has been morefully mentioned, written and described in the schedule below and the said landed property morefully shown, delineated and depicted with the coloured RED border lines with the map or plan annexed herewith, along with all easement right, title,interest,possession and profits all ingress and egress rights over and through the Western side wide road, the said land being marked as Plot No. 39 with the map or plan free from all sorts of encumbrances with all other appurtenances, appendages, privileges, liberties, fences,bushes, shrubs, whatsoever belonging to or in any way appertaining to the same or any part thereof and all estate, right, title,interest, possession, profits, claims, demands whatsoever both at law and in equity of the vendor upon the said property and all deeds, writings, instruments ,papers, and evidences of title which now is or are in the custody, power possession of the vendor TO HAVE AND TO HOLD

contd....P/15.

the said property for absolute use and occupation by the above named purchasers absolutely and forever and the vendor does hereby covenant with the Purchasers that NOTWITHSTANDING any acts, deeds, things done by the Vendor or executed or committed or suffered to the contrary, the Vendor has good right, full power and absolute authority to grant, sell, transfer, convey, assign and assure the said property and the appertaining rights hereby sold and transferred and every part thereof free from all sorts of encumbrances, attach--ments, liens etc. and the purchasers shall at all times hereafter peceably and quietly hold, possess , enjoy the said property in khas or through their tenants without any claim or demands what--soever from the vendor or any person or persons claiming through or under him.

AND FURTHER that the Vendor covenants with the said Purchasers to sabe /save the same and its harmless from and keep it indemnified against all encumbrances, charges and claims whatsoever.

AND THAT THE VENDOR further covenants with that he shall, at the request and at the costs of the Purchasers, do and execute and cause to be done, executed all such lawful acts, deeds and things as may be necessary for further and more perfect conveyance of the said property and every part thereof, according to the true intent and meaning of this Deed.

AND IT IS FURTHER AGREED AND DECLARED BY THE PARTIES AS UNDER :-

i) THAT the purchasers shall be liable to pay to directly to the authorities concerned towards the Municipal and other outgongs payable in respect of the schedule below property.

ii) THAT the purchasers shall also be entitled to sell,mortgage, lease, gift or otherwise alienate the said property hereby conveyed to any one, without the consent of the Vendor or any other person or body of persons.

contd...p/16.

iii) THAT the Purchasers shall have full and absolute proprietory rights as the Vendor derived from ~~to~~ title and interest.

// THE SCHEDULE ABOVE REFERRED TO //

ALL THAT piece and parcel of the Bastu landed property measuring an area about 3 cottahs 4 chittaks 0 sq.ft. be the same a little more or less along with one Bamboo fencing tiled shed structures erected thereon having area about 150 sq.ft. more or less, with all easement right, title,interest,possession, claims, demands, profits, therein, which lying and situated at and being within Mouza- Nayabad, J.L.No. 25, R.S.No. 3, within the B.L.& L.R.O. mutation and record in R.S. Dag No. 194 under R.S.Khatian No. 145, within the District Collecto--rate's Touzi No. 56, Pargana- Khaspur, within formerly Calcutta Municipal Corporation at present Kolkata Municipal Corporation Ward No. 109, known and numbered as the Premises No. 2885, Nayabad, its Assessee No. 31-109-08-3248-0, within formerly P.S.Kasba at present P.S.Purba Jadavpur, formerly Addl.Dist.Sub-Registry office at Alipur, at present A.D.S.R.Office at Sealdah, in the Dist.South 24-Parganas, the aforesaid landed property also morefully shown, delineated and depicted with the coloured RED border lines with the map or plan wherein marked as Plot No. P-39, is annexed herewith, the said landed property is butted and bounded by :-

NORTH :- Land part of R.S.Dag No. 191.

SOUTH :- Land part of R.S.Dag No. 194, P-40 land.

EAST :- Land part of R.S.Dag no. 194.

WEST :- 20'ft. wide Road.

The aforesaid sold landed property annual proportionate annual land revenue is Rs. 0.50 paisa only payable to the Collector of South 24-Parganas, represented by the State of West Bengal.

contd...p/17.

IN WITNESS WHEREOF the above named Vendor has hereunto set and subscribed his hands and seals on the day,month and year first above written.

SIGNED SEALED AND DELIVERED at Kolkata
in the presence of :-

WITNESSES:-

1) Chandrashekhar Das
Late Sukhlal Das
5/146 A Arabinda Block
Kol- 75

Dulal Krishna Chakraborty

SIGNATURE OF THE VENDOR.

2) Debi Chakraborty
W/o. Sri Dulal Krishna
Chakraborty
23, Nandalal Mitra
Lane. Kolkata - 40

contd.....p/18.

SITE PLAN OF PREMISES NO 2885 - NAYABAD
WARD NO 106 , BOROUGH - XII , P.S.- PURBA
JADAVPUR, DIST. - SOUTH 24 PARGANAS
R.S. DAG NO. 194, MOUZA- NAYABAD

E
N S
W

LAND AERA - 3K-4CH-0 SATT. = 217.391 SQM. BOUNDED BY RED BORDER

SCALE=1:200

NAME OF VENDER : DULAL KRISHNA CHAKRABORTY

NAME OF VENDEES : NARAYAN BISWAS & SMT REKHA BISWAS

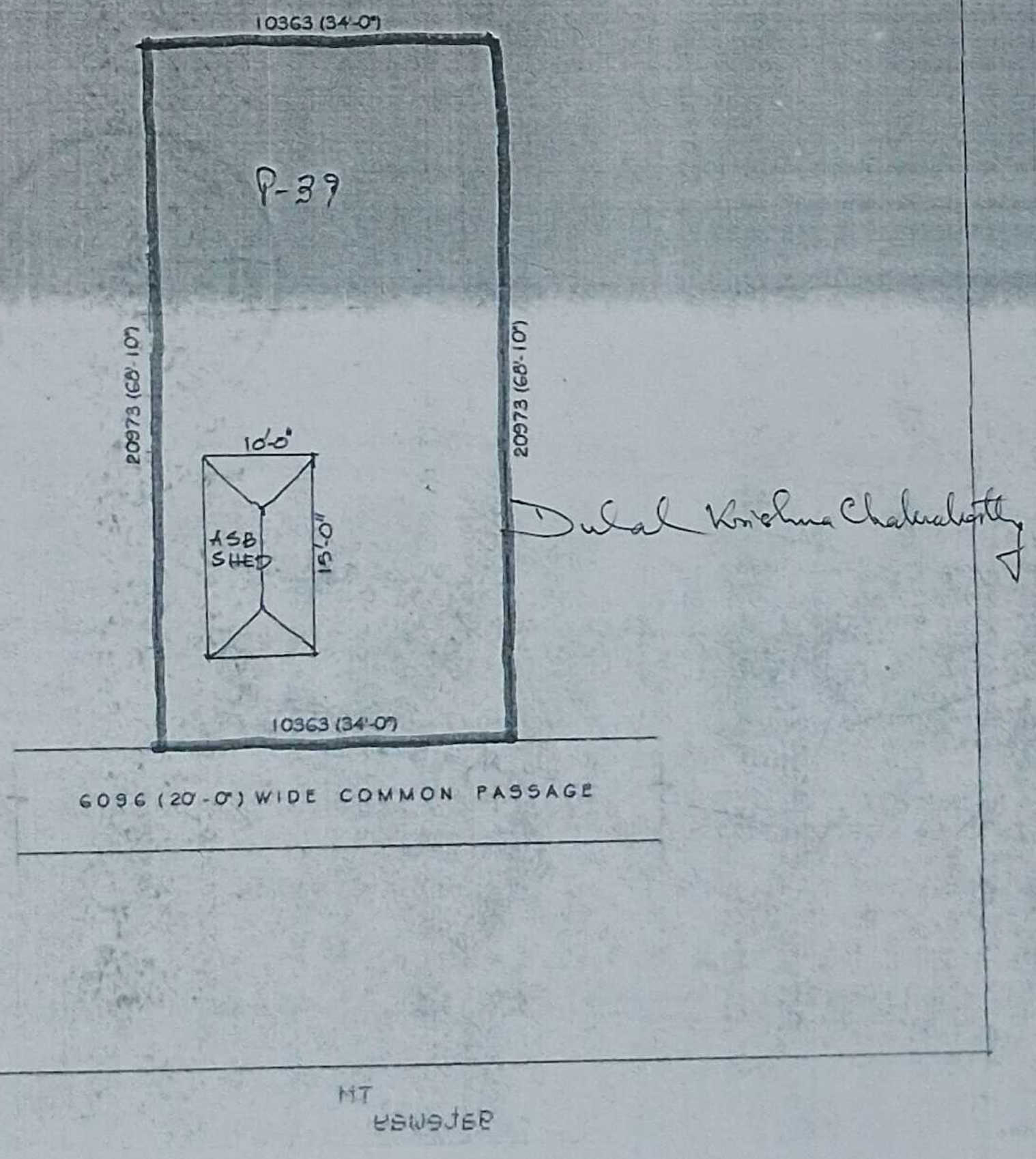

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Dulal Krishna Chakraborty

Signature

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name NARAYAN BISWAS

Signature Narayan Biswas

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name REKHA BISWAS

Signature Rekha Biswas

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name .....

Signature .....

// MEMO OF CONSIDERATION //

RECEIVED of and from the within named Purchasers, the within mentioned sum of Rs. 2,90,000/-(Rupees Two lakh ninety thousand) only by the above named Vendor, being full consideration price as per memo hereunder written :-

Sl. no.	Mode of Payment	date	Bank/Branch	Amount
1.	Ch. no. 329826	10.07.05	Dhakuria Co-op. Bank	1,50,000/-
2.	Cash	11.07.05	—	10,000/-
3.	Cash	13.07.05	—	10,000/-
4.	Cash	16.07.05	—	10,000/-
5.	Cash	19.07.05	—	10,000/-
6.	Pay order no. 712571	18.05.06	Bank of India	25,000/-
7.	Bankers ch. 143961	18.05.06	I.O.B.	75,000/-
			Total —	Rs. 2,90,000/-

(Rupees Two lakh ninety thousand) only.

Dulal Krishna Chakraborty

WITNESSES :-

1) Chandrashekhar Das
Late Sukhlal Das
5/146 A Biddhan Colony
Kol-75

2) Debi Chakraborty
W/o Dulal Krishna Chakraborty
23, Nandalal Mitra Lane, Kol.-40

Dulal Krishna Chakraborty

SIGNATURE OF THE VENDOR.

Drafted by me :-
Hara Prasad Banerjee
HARA PRASAD BANERJEE
DEED WRITER ALIPORE
L NO 64/86

Typed by me :-
Parimal Kumar Mondal
Parimal Kumar Mondal,
Alipur Police Court,
Kolkata- 27.