

hereinafter called the "VENDOR" (which term shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assignees) of the FIRST PART AND SRI AMIT KUMAR SHAW, son of Late Ratan Lal Shaw, by faith:
Hindu, by occupation: Business, residing at 26,
Monshatala Lane, Kidderpore, P.O. & Police Station:
Watgunge, Calcutta-700 023, hereinafter called the
"PURCHASER" (which term shall unless excluded by or repugnant to the context be deemed to include its representatives, executors, administrators and assignees) of the SECOND PART.

whereas, (1) Mondal Chandra Dhali, (2) Dulal chandra Dhali and (3) Gopal Chandra Dhali were the absolute owners of 32 Satak Bastu land of R.S. Dag No. 3794 and 3 Satak land of R.S. Dag No. 3793 recorded in R.S. Khatian No. 247 of Mouza Barhans-fartabad, J.L. No. 47, Touzi No. 109, Police Station: sonarpur within the limits of Rajpur-sonarpur Municipality. The said Mondal Chandra Dhali, Dulal Chandra Dhali and Gopal Chandra Dhali while seized and possessed of the said land, sold, transferred and conveyed the same in favour of Ramendra Narayan Banerjee, son of Late Lalit Kumar Banerjee of 23/20/3, Gariahat Road, Calcutta-700 029, by

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d/R4.Parganas and Registras u/s 962 of the Rose. Act. 1886 executing a Deed of Conveyance recorded in Book No. I, Volume No. 7, Pages 40 to 46, being Deed No. 590 for the year 1966 at Baruipur Sub-Registry Office.

AND WHEREAS, the said Ramendra Narayan

Banerjee, while seized and possessed of the said

land and every part thereof, sold, transferred

and conveyed 5 cottahs 22 sq.ft. out of 32 Satak

Bastu land comprised in R. S. Dag No. 3794 recorded

in R. S. Khatian No. 247 in favour of Sachindra

Nath Ghosh, the Vendor herein by executing a

Deed of Sale registered in Book No. I, Volume

No. 89, Pages 256 to 262, being Deed No. 5799

for the year 1995 at the Office of A.D.S.R.O.,

Sonarpur.

AND WHEREAS, the Vendor, Sachindra Nath Ghosh mutated his name before the competent authority and paid taxes therein.

and the Purchaser has agreed to purchase the said land measuring 5 cottahs 22 sq.ft. comprised in R. S. Dag No. 3794 recorded in R. S. Khatian No. 247, Mouza Barhansfartabad, J.L. No. 47, R.S. No. 7, Touzi No. 109, Police Station: Sonarpur, within Rajpur - Contd. P/4.



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Sonarpur Municipality, District: 24-Parganas (South), together with all easement right over and beneath the 8 feet common passage on the north, more-fully described in the SCHEDULE hereunder written at and for the consideration of Rs. 2,20,000/(Rupees Two Lacs Twenty Thousand) only.

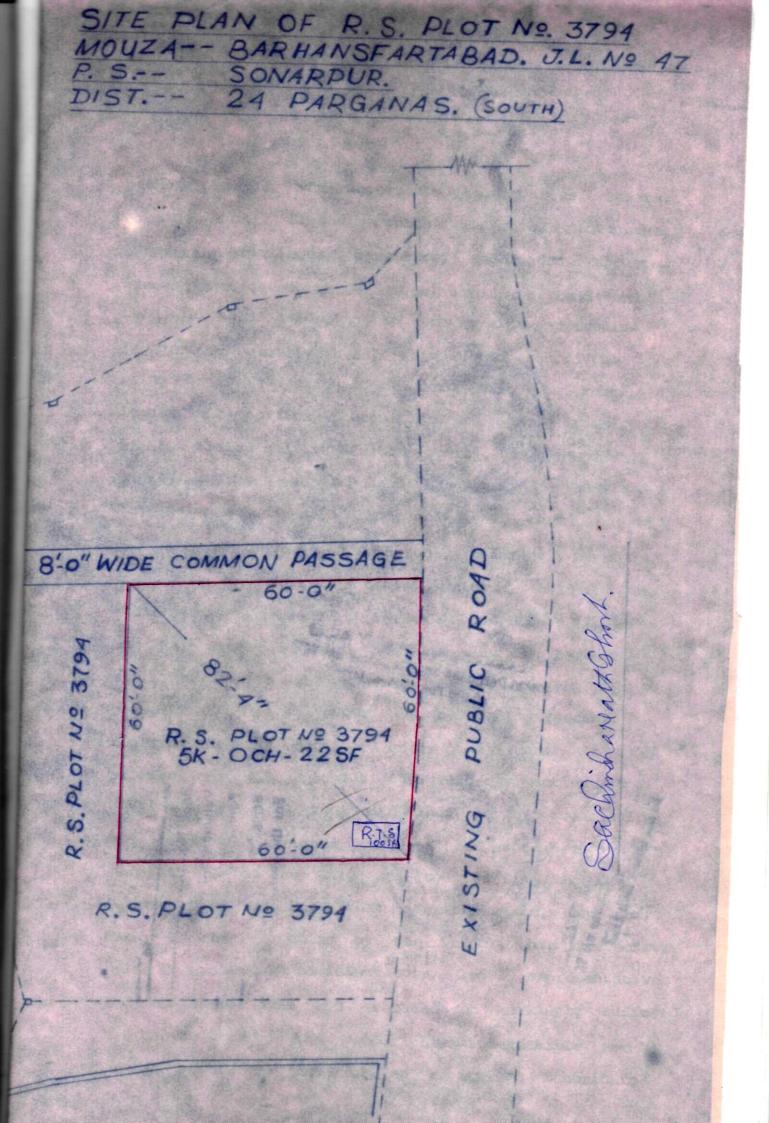
NOW, THIS INDENTURE WITNESSETH as follows :-

That, in pursuance of the aforesaid Agreement and in consideration of the said sum of Rs.2,20,000/-(Rupees Two Lacs Twenty Thousand) only to Vendor well and truely paid by the Purchaser at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by Memo of Consideration hereunder written acknowledged and of and from the payment of the same or any part thereof release and discharge the said land recorded as Bastu described in the SCHEDULE hereunder written and are hereby sold, transferred and conveyed unto the Purchaser herein), the Vendor doth hereby convey transfer and sell unto the said Purchaser ALL THAT the said Bastu land together with all types of easements and rights OR HOWSDEVER OTHERWISE the said land as described in the SCHEDULE hereunder written is or are or was or were butted and bounded, called, known, numbered, described and distinguished together with all drains, ways,



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paths, passage, water-courses, yards, areas, sewers, common fences, lights, rights, liberties, advantages benefits, privileges, easements, appendages, appurtenances whatsoever attached to the said land and held in khas belonging to or anywise appertaining to or usually held, enjoyed or rented to being or be appurtenant thereto and the rents. issues and profits thereof and all the estate, right, title and interest, property, claim, demand whatsoever both at law and in equity of the Vendor upon the said land and every part thereof and all the documents, pattahs, muniments, resolution and muniments of title, writing, evidence of title which exclusively relating to the same or any part thereof which now are or may hereafter shall or be in the custody, power, control or possession of the Vendor any person or persons claiming through from or under the Vendor or may -procure the same without any suit or action TO HAVE AND TO HOLD the said land hereby transferred and conveyed, assigned, assured or expressed or intended so to be unto and to the use of the Purchaser and declare that notwithstanding any act, deed, matter or thing by the Vendor, his respective heirs, executors, administrators, legal representatives and assignees done and executed or knowingly suffered to the contrary, the Vendor has indefeasible and absolute title as and for an estate or inheritance



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in fee simple in possession of an estate equivalent thereto the said land fully described in the SCHEDULE hereunder written and granted, conveyed, transferred, assigned and assured or expressed or intended so to be unto the Purchaser AND THAT the Vendor has good right, full power and absolute authority to grant, transfer, convey, assign and assure the same in the manner aforesaid and the purchaser shall and may at all times hereafter peaceably and equitably enter upon enjoy and possess the said land as described in the SCHEDULE hereunder written and receive the issues and profits thereof without any lawful eviction, interruption, demand whatsoever from or by the Vendor and any person lawfully or equitably claiming from under or in trust for the Vendor AND THAT free and clear and freely and clearly and absolutely acquired and exonerated and for ever discharged or otherwise by and at the cost and expenses of the Vendor will be sufficiently, saved, defended and harmless and indemnified from and against all matters of claims, charges, liens, debts, attachments and encumbrances, suffered by the Vendor and all person or persons lawfully and equitably claiming any estate or interest in the said land or any part thereof from under or in trust for the Vendor AND THAT the Vendor shall and will from time to time and at all times hereafter



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execute all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the said land unto and to the use of the said Purchaser as shall or may be reasonably required AND THAT the Purchaser shall have right to use the said 8 ft. common passage with all types of easement right over and beneath the same as hereinunder stated AND THAT the Vendor has handed over all the original deeds relating to the said land to the Purchaser.

AND THAT the said lands and the same is not affected by Barga Scheme of CMDA Government and the said land is neither acquired under the Land Acquisition Act nor requisitioned by the Government.

AND THAT, simultaneously with the execution of these presents the Vendor doth deliver unto the Purchaser vacant khas possession of the land hereby and sold, transferred and conveyed.

AND THAT by virtue of this DEED of SALE the aforesaid Purchaser will be at liberty to get their names duly mutated with State of West Bengal, Municipality and/or at any other lawful place and the Vendor doth hereby grant his consent in this respect.



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## SCHEDULE.

measuring more or less 5(Five) Cottahs

22(Twenty-Two) sq.ft. land in Mouza Barhansfartabad, J.L. No. 47, R.S. No. 7, Touzi No. 109,

R.S. Dag No. 3794 recorded in R.S. Khatian No. 247,

Police Station: Sonarpore, within the limits

of Rajpur-Sonarpur Municipality, District: 24
Parganas (South), together with all types of

easement rights including passage including right

to lay water, electric, gas, telephone, sewerage,

drainage and other lines over and beneath the

said property and passage is shown and delineated

in the Map or Plan annexed to this DEED OF

SALE and therein bordered RED. The said property

is butted and bounded as follows:-

On the NORTH : 8' ft. Common Passage;

On the SOUTH : Dag No. 3794;

On the EAST : Public Road;

On the WEST : Dag No. 3794.



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IN WITNESSES WHEREOF, the above named VENDOR and PURCHASER have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED by the abovenamed

VENDOR

And DELIVERED

in presence of WITNESSES :-

1. CikromRoy
Alipoura Police Court

Sachmich Nath Short Signature of the VENDOR

(SACHINDRA NATH GHOSH)

2. Swaring Chausa In Nalapalli P. o Joka Thorompark in Dist Soul. 2400.

Drafted by
Shir Shamkar Pramanick.
SHIB SHANKAR PRAMANICK,
ADVOCATE.
Alipore Judges' Court, Cal-27.

Typed by

Alipore Judges' Court, Calcutta-700 027.



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## MEMO OF CONSIDERATION.

RECEIVED from the Purchaser, SRI AMIT KUMAR SHAW, the sum of Rs. 2,20,000/- (Rupees Two Lacs Twenty Thousand) only on account of full and final consideration in the following manner:-

By Cheque NO. 263896 dated. 8.2.2001 Drawn on Indian BANK. Knidderpove Branch. for Rs.

2,20,000 |

Total : Rs. 2,20,000.00

(Rupees Two Lacs Twenty Thousand)

only.

WITNESSES :-

1. Oikrom Roy Allpour Lilen Cowel-Cal-27.

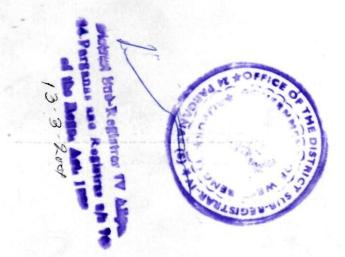
Sachich with Ghost signature of the VENDOR.

(SACHINDRA NATH GHDSH)

2. Swary (aby Nalespace, P. 6 Jose Francespace, Dest Sonce: Lyb.



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