



THIS DEED OF SALE is made this 24 15 day of Two Thousand Eight A.D. BETWEEN SMT. SWAPNA DUTTA Wife of Sri Pankaj Kumar Dutta, by Faith Hindu By Occupation Service, by Nationality Indian, residing at Jayanti Para Railway Gumti No 2, Police Station and District Jalpaiguri, West Bengal, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, representatives and

assigns) of the ONE PART.

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The Owner is being represented by her appointed, nominated, constituted Attorney DILIP CHATTERJEE Son of Late Sudhir Ranjan Chatterjee, by faith Hindu, residing at North-East Saraldighi, Boral, Kolkata – 700154, by virtue of a registered General Power of Attorney, bearing date 29.10.2007, registered in the office of the Addl. District Sub Registrar Jalpaiguri and the said Deed had been recorded in Book No IV, Deed No 94 for the year 2007.

AND

SRI SANUJ MUKHERJEE Son of Late Subodh Chandra Mukherjee, by Faith Hindu by Occupation Service by Nationality Indian, residing at 92, Mandal Para Extension, Shyamapally, Police Station Behala, Kolkata – 700034, hereinafter referred to as the "PURCHASER" (which term or expression Shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators, assigns) of the OTHER PART.

WHEREAS Nakuleshwar Bhattacharjee & others were the sole and absolute owners and possessors of ALL THAT piece or parcel of Danga land measuring more or less 2 Cottahs 3 Chittaks Comprising in Dag No 98 appertaining to Revisional Survey Settlement Khatian No 713 under Touzi No 60 J.L. No 48 R.S. NO 169, lying and situate at Mouza Brahmapur, within Police Station Tollygunge at Present Regent Park, Sub registration office at Alipore District 24 Parganas South.

WHEREAS said Nakuleshwar Bhattacharjee & other by way of a registered Deéd of Sale sold conveyed and transferred ALL THAT piece or

parcel of Danga land measuring more or less 2 Cottahs 3 Chittaks Comprising in Dag No 98 appertaining to Revisional Survey Settlement Khatian No 713 under Touzi No 60 J.L. No 48 R.S. NO 169, lying and situate at Mouza Brahmapur, within Police Station Tollygunge at Present Regent Park, Sub registration office at Alipore District 24 Parganas South, to and in favour of Sri Sukanta Sarkar Son of Sudhir Chandra Sarkar of 339, Prince Anawar Shah Road, Kolkata – 700045, which was registered On 22.01.1986, in the office of the District Registration office at Alipore and had been recorded in Book No 1, Volume No 32, Pages from 1 to 12 Deed No 1025 for the year 1986..

AND WHEREAS by a registered Deed of Sale bearing date 10.02.1986 said Sukanta Sarkar sold conveyed and transferred the aforesaid landed property measuring a little more or less 2 Cottahs 3 Chittaks Danga Land lying and situate at Mouza Brahmapur, under Khatian No 713 Comprising in R.S. Dag No 98 being scheme plot no 40, to and in favour of Smt. Swapna Dutta the present Owner herein, which was registered in the office of the District Registrar Alipore and had been recorded in Book No 1, Volume No 42, Pages from 415 to 422 Deed No 2188 for the year 1986.

AND WHEREAS in continuance of her ownership and possession said Smt. Swapna Dutta mutated her name in the office of The Calcutta Municipal Corporation, in respect of her aforesaid landed property, which had been known and numbered as within Premises No 374 Brahmapur, Under Ward No 111, Assessee No 31-111-06-0374-9 of the Kolkata Municipal Corporation..

AND WHEREAS the Vendor of these present has been enjoying her above noted Property measuring an area a little more or less 2 Cottahs 3

Chittaks Danga Land, more fully described in the schedule hereunder written and hereinafter referred to as the "Said Scheduled Property" exercising all acts of enjoyment and ownership as its absolute owner and possessor, being free from all encumbrances. The Vendor of these presents is now lawfully seized and possessed of and sufficiently entitled to the said scheduled property as its absolute owner and possessor, in fee simple and free from all encumbrances.

AND WHEREAS to meet some financial necessities, the vendor of these presents declared to sell the said scheduled property including all her right, title, interest, share, possession, more fully described in the Schedule below, at or for the price of RS. 3,50,000/- (Rupees Three Lac Fifty Thousand only) considering the said price as the market price for the present and the purchaser herein Sri Sanuj Mukherjee has agreed to purchase the said scheduled property morefully described in the schedule under written, at a consolidated price of RS. 3,50,000/- (Rupees Three Lac Fifty Thousand only).

NOW THIS DEED WITNESSES AS FOLOWS:-

That in pursuance of the said agreement and in consideration of the said total sum of RS.3,50,000/- (Rupees Three Lac Fifty Thousand only) truly paid by the purchaser to the Vendor, simultaneously with the execution of this Deed (the receipt whereof the vendor doth hereby admit and acknowledge as hereinafter mentioned in the memo of consideration) the said vendor as owner of the said scheduled property do hereby indefeasibly grant, convey, sale, transfer, assign and assure unto and to the use of the said purchaser ALL THAT the said scheduled property including all

plants, fittings, fixtures, lights, liberties, privileges, with all using rights and all rights of ingress and egress including all easement rights belonging to the said schedule property AND ALL rights, title interest, shares, possession, rents, profits, claims, demands whatsoever of the vendor into or upon the said scheduled property and every part thereof TO HAVE AND TO HOLD the said scheduled property, free from all encumbrances, hereby sold, conveyed and transferred unto the purchaser absolutely and forever. That the vendor do hereby covenant with the purchaser notwithstanding any acts, deeds hereto before done, executed or knowingly suffered to the contrary the vendor is now lawfully seized and possessed of the said scheduled property free from all encumbrances, liens, attachments, charges, or defects whatsoever AND the said scheduled property is not under any Debottor or pirrottor and the said scheduled property is neither affected by any scheme of C.I.T nor by any scheme of C.M.D.A. nor any scheme of the K.M.C. and the said scheduled property is not notified to be acquired under the land Acquisition Act nor requisitioned by the Government nor by any Public body whatsoever nor the said scheduled property vested by the Government and there is no suit or dispute or case pending in any court in respect of the said scheduled property and the said scheduled property had not been sold, mortgaged, leased, transferred, gifted, whatsoever in any way by the vendor and there is no Co-Sharer in respect of the said scheduled property and the vendor has full power and absolute authority to sell, transfer the said scheduled property in manner aforesaid. That the purchaser at all times hereafter peaceably and quietly hold, possess and enjoy the said scheduled property with absolute rights to sell, transfer, gift, mortgage, lease, convey whatsoever as its absolute owner and possessor without any lawful eviction, claim, demand, interruption whatsoever from the vendor or any person or persons claiming through or under in trust for the vendor. That the vendor covenants with the purchaser to save the said scheduled property harmless and shall at all time hereafter indemnify and keep indemnified the purchaser from or against all encumbrances, losses, damages, charges whatsoever. That the vendor shall, at the request and at the costs of the purchaser do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said scheduled property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed. That the Vendor covenants with the purchaser that simultaneously with the completion of this purchase the peaceful vacant possession of the said scheduled property shall be made over by the vendor to the purchaser absolutely and forever.

shall be entitled to enjoy all rights of ingress and egress and all using rights including all easement rights over and through the Road and common passage adjacent or contiguous to the said scheduled property, shown in the Map or plan annexed herewith and the purchaser shall have all rights and liberties to arrange for electric connections, water connections, telephone connections, gas connections Drainage system over and through the said Road and common passage. That the purchaser shall have all rights to mutate his name as owner and possessor in respect of the said scheduled property, in the records of the Kolkata Municipal Corporation. That the vendor shall pay all rates, taxes and land revenues and other outgoing charges to the Kolkata Municipal Corporation and to any other authorities, in respect of the said scheduled property, up to the date of registration of this Deed.

ALL THAT Piece or parcel of Danga land measuring an area a little more on less 2 (Two) Cottahs 3 (Three) Chittaks lying and situate at Mouza Brahmapur, J.L. No 48, R.S. No 169, Touzi No 60, R.S. Dag No 98, relating to Khatian No 713, being Scheme Plot No 40, Police Station Regent Park, within the limits of the Kolkata Municipal Corporation under. Ward No 111, being Municipal Premises NO 374, Brahmapur, District 24 Parganas South, including all rights of ingress and egress and all easement rights together with all rights, title, interest, Shares, possession of the Vendor, is the said scheduled property hereby sold, conveyed, and transferred by the vendor to the in favour of the purchaser of this Deed absolutely and forever. Annual Land Revenue RS. 0.30/- Payable to the Collector of the District 24 Parganas South on behalf of Government of West Bengal.

That the said scheduled property more particularly shown and delineated with the colour "RED" in the map or plan annexed herewith, which being part and parcel of this Deed.

That the said scheduled property hereby butted and bounded as follows:-

On the North: 20 Feet Wide Road.

On the South: Part of Dag No 504 &507.

On the East: Scheme Plot No 39, land of Ashim Saha.

On the West: Scheme Plot No 40A, land of Subir Khan.

MEMO OF CONSIDERATION

Received of and from within mentioned purchaser a sum of RS. 3,50,000/(Rupees Three Lac Fifty Thousand only) being the full consideration money, by the within named vendor as per memo below: -

By Bank Draft No 266607 dated 12.11.2007 of

S.I. Maligaon Branch

RS. 2,00,000/-

By Cash

RS. 1,50,000/-

TOTAL

RS. 3,50,000/-

(Rupees Three Lac Fifty Thousand only)

WITNESSES:

1 Sudifita Mukhapadhay 12, Mordal para Both Shyumapally, Behala Kulkata-Jorosy

2 Pijinsh kanli. Dry Advocal - 1 19/1. Groen Park Kel-34

Allip Kumar ChoTrespea as constituted Attorney for Sont Swapus Dutta

SIGNATURE OF THE VENDOR

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SITE PLAN FOR PLOT NO. 40, AT MOUZA - BRAHMAPUR.

J.L. NO. 48, R.S. NO. 169, TOUZI NO. 60, R.S. DAG.

NO. 98, R.S. KHATIAN NO. 713, P. S. REGENT PARK,

WARD NO. 111, UNDER THE KOLKATA MUNICIPAL COR
PORATION. PREMISES NO. 374, BRAHMAPUR.

DISTRICT SOUTH 24 - PARGANAS.

SCALE:= 1216-0"

AREA OF THE LAND: 2ka, 3ch, Osti (more or less).

AREA SHOWN IN RED BORDER LINE.

NAME OF THE PURCHASER:

SRI SANUJ MUKHERJEE

Alip Kumar Chatterjein As Constituted Attention Attention Attention Attention Attention Attention Attention Attention of Sold for She Supplied Dustrant SIGNATURE OF VENDOR

P.40

P.40

Drain

20'-0" WIDE K. M. C. ROAD.

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IN WITNESS WHEREOF the vendor has set and subscribed her hands and seals the day, month and year first above written:

SIGNED, SEALED AND DELIVERED by the Vendor at Kolkata in presence of:

WITNESSES:

1. Sucliffor Muchepadhyng 92, Mondal para Exts Shyumapally, Behala Kolkata - 707034.

2. Pyinsh ranti. Dry Advocated P/I. Green Arxx Yal-34.

Dilip Kuren Clotreryes as contitud Attorney for Sw. Swapus Dutta

SIGNATURE OF THE VENDOR

Prepared by me:

yusb x gul: PIJUSH KANTI DEY

Advocate

Alipore Criminal Court,

Kolkata-700027.

Typed by me

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