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Subsequently  
Recd. No  
8/17/77

Immerz

**THIS DEED OF SALE** made this 09<sup>th</sup> day of June in the year of

Christian Era Two Thousand and One BETWEEN SMT. TAPASI MEHERA.

22 wife of Sri Ashok Kumar Mehera of 4-B, Suburban School Road, Calcutta -

700 025, hereinafter referred to and called "VENDOR" (which term or expression

shall unless excluded by or repugnant to the context be deemed to include her

heirs, executors, administrators, representatives and assigns) of the **ONE PART:**

9/16



## AND

DR. JAYANTA BASU, son of Late Ajit Kanta Basu, by faith - Hindu, by Occupation - Medical Practitioner and at present residing at 13, Ballygunge Place, P.S. Gariahat, Calcutta - 700 019, hereinafter referred to and called "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.



## A N D

**SUBRATA CHATTERJEE**, son of Sri Sudhamay Chatterjee, by faith Hindu, by Occupation – Business and at present residing at 18/2, Kalikapur, Calcutta-700 078, hereinafter called "**CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, representatives and assigns) of the **THIRD PART**.



W H E R E A S in the District of 24-Parganas, Police Station – previously Tollygunge, presently Jadavpur, Pargana – Kalikata, included in the Mahal of Touzi No.2989 of the District Collectorate J. L. No. 12, R. S. No. 121 at Mouza – Madurdah Village, mentioned in Khatian No.187 having Raiyat occupancy rights, under Dag No. 455, the Bil Land measuring 12.87 (twelve point eight seven) decimals, the land and Jama at the annual rental of Rs.58/- to the extent of Sixteen annas of the property described in the Scheme below, the said

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land and Jama having been entered in the name of Kali Charan Pramanick and Guiram Pramanik being the Prajas (Tenants) having Raiyat occupancy rights in the Revisional survey records, has been published and propagated.

**AND WHEREAS** the said Prajas (Tenants) Guiram Pramanick and Smt. Ekadashi Pramanick, wife of Kali Charan Pramanick, out of the land and Jama owned and possessed by them, sold a piece of land measuring 6 (Six)

Bighas, duly demarcated according to local measurement unto and in favour of Vendor's predecessor-in-interest Sri Kumar Singha Sajore by virtue of a Deed of Absolute Sale registered in Book No.I, Volume No.89, pages 178 to 182, being no. 4718, for the year 1962 A. D. of Alipore Sub-Registry Office and gave up possession etc. in respect of the property sold, and Kumar Singh Sajore solely remained in the ownership and possession of the land and Jama purchased by him to the extent of sixteen annas, without anybody having any share therein and without any connection or concern in respect of the same, by carrying on cultivation etc. by himself and by enjoyment of appropriate usufructs, and in course thereof upon his death, there being no male child or wife etc. in accordance with Farat Law, the land and Jama purchased by him along with other properties, having been received by his brother, Sri Paban Singha, he was in possession and enjoyment of the same and in course whereof he having effected a gift by virtue of a Deed of Gift registered in Book No.I, Volume no. 19, pages 198 to 201, being no. 1576 for the year 1969 of Lalbag Sub-Registry Office in the District of Murshidabad unto and in favour of his nephew (brother's son) Sriman Mihir Kumar Sajora and Sriman Utpal Kumar Sajora, and by giving delivery of khas possession in respect of the property so gifted in absolute rights, became diverted of all rights and possession for ever.

**AND WHEREAS** since then both the said two brothers remained in the enjoyment and possession of the property received by virtue of the Deed of Gift in equal share, and in course of the same, in the apprehension of future dispute and

for the sake of their respective benefits and requirements, by effecting a mutual partition by virtue of a Deed of Partition, Mihir Kumar Sajore having been in receipt of the land and Jama measuring 6 (six) Bighas duly demarcated situated at Madurdah Mouza, previously under Sadar Tollygunge Police Station and presently under Jadavpur in the District of 24-Parganas, is in the ownership and possession in khas on the same by carrying on cultivation etc. by himself and by enjoyment of usufructs therefrom.

**AND WHEREAS** the said deed of partition is recorded as the Deed of Partition being no. 890 of 1981 of Azimgunge Sub-Registry Office.

**AND WHEREAS** the said Mihir Kumar Sajore being in urgent need of cash money decided to sale the remaining land, out of the land and Jama measuring the said 6 (six) Bighas received by him situated at the said Madurdah Mouza, excluding the part already sold out together with the right of user of all kinds of modern easement rights over and under the common passage being 20' feet wide to Smt. Tapasi Mehera wife of Sri Ashok Kumar Mehra of 4B, Suburban School Road, Calcutta -700 025, who was also in search of a suitable land at a reasonable price, agreed and consented to purchase at a total consideration of Rs.10,000/- (Rupees Ten Thousand only).

**AND WHEREAS** upon payment of the said agreed consideration amount, the said Mihir Kumar Sajore sold out the land together with the right of

user of all kinds of modern easement rights attached thereto in favour of Smt. Tapasi Mehera, the Vendor herein by executing a Deed of Sale which has been duly registered with the Office of D.R.O. Alipore and recorded in Book No.I, Volume No.217, Pages from 186 to 173, Being Deed No. 8840 for the year 1982, and delivered the khas peaceful possession of the property to Smt. Tapasi Mehera.

**AND WHEREAS** from the day of purchase the said Vendor named herein has been in khas peaceful possession of the Schedule Property as its absolute Lawful Owner.

**AND WHEREAS** the Vendor by an Agreement dated 10<sup>th</sup> October 2000 had agreed to sale the Schedule Property to the intending Purchaser Sri Subrata Chatterjee (son of Sri Sudhamay Chatterjee) of 18/2, Kalikapur, Calcutta – 700 078 at an agreed consideration of Rs.1,85,000/- and thus had accepted a sum of Rs.60,000/- towards earnest money.

**AND WHEREAS** due to unavoidable circumstances and financial crisis the said Sri Subrata Chatterjee could not purchase the Schedule property within the stipulated period as well as within the extended period, and as such got the Agreement dated 10<sup>th</sup> October 2000 duly cancelled upon getting the refund of the said earnest money and do join in this Deed of Sale as 'Confirming Party' to record his no objection to sale of the Schedule property by the Vendor in favour of the present Purchaser, namely Dr. Jayanta Basu.

AND WHEREAS the Vendor has agreed to sale the Schedule property to the present Purchaser free from all encumbrances at an agreed total consideration of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand only).

AND WHEREAS the Confirming Party has joined in this Deed of Sale to make and confirm the Schedule property free from any encumbrance and to record his consent and no objection for sale of the Schedule property by the Vendor in favour of the Purchaser.

AND WHEREAS the Purchaser has agreed to purchase the Schedule property from the Vendor being free from any encumbrances at the said agreed consideration of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand only).

**NOW THIS DEED OF SALE WITNESSETH** that in pursuance of and in consideration of the sum of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand only) to the Vendor paid by the Purchaser at or immediately before the execution of these presents, (the receipt whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser, his heirs, executors, administrators, representatives and assigns and everyone of them and also the said property as lawful beneficial Owner do by these presents indefeasible grant, sell, convey and transfer, assign and assure unto the Purchaser free from any defects and encumbrances in title **ALL THAT** land with temporary structure situated in the District 24-Parganas,

Pargana - Kalikata, previously under Sadar Tollygunge Police Station presently under Jadavpur, Sub-Registry Alipore, included in Touzi no. 2998 being the Mahal of the District Collectorate, R. S. No. 212, J. L. No. 12 situated at Mouza - Madurdah. Village - mentioned in Khatian no. 187 of the current settlement, the land measuring 12.87 decimals at the annual rental of Rs.58.50 to the extent of Sixteen Annas, out of the said land out of the Bill Land and Jama owned and possessed by the Vendor, under Dag No. 455 (four hundred and fifty five) as shown in the Plan annexed to this deed, the land measuring .057 decimals marked in Red Ink in the Plan annexed hereto equivalent to 3 (three) Cottahs 7 (seven) Chittacks and 2 (two) gonads, be the same a little more or less according to the local Unit of measurement together with all kinds of rights of user of modern and scientific easements with powers of unrestricted movement, is the property being sold hereby. The proportionate rental of the land being sold is .24 paisa only. There is no Co-sharer of the land and the boundaries whereof are -

ON THE NORTH : Plot No. 19 ;

ON THE SOUTH : Plot No. 15 ;

ON THE EAST : Land belonging to other person ;

ON THE WEST : Common passage being 20' feet wide ;

The land measuring 3 (three) Cottahs, 7(seven) Chittacks and 2 (two) gonads, marked and printed in Red Ink in the Plan annexed to this deed, which is contained in Plot no. 17, of the Scheme prepared is the property, being sold by and under this deed, **TOGETHER WITH** all structure, court-yards, sewers and right of user of all kinds of modern easement rights over and under the common passage.

The Vendor do promise, declare, publish and propagate that whatever right, title, interest, possession, occupation, gains etc. the Vendor had and still has in respect of the property described in the Schedule below, the same on the basis of this deed having been divested from Vendor to the Purchaser for ever with effect from this date hereof and by giving delivery of khas possession in favour of the Purchaser with satisfaction, the Vendor down to the heirs and successors become, divested of all rights and became dispossessed from the same for ever, and with effect from this day, the entire title and possession are devolved on and vested in the Purchaser. The Purchaser from this day onwards being vested with all lawful rights of ownership and shall be entitled to get his own name recorded in the Office of the Learned Collector of 24-Parganas and shall go on enjoying and possessing the same in profound happiness with powers to effect gift, sale transfer, change and nature and character and conversion. To that neither the Vendor nor anybody among her heirs in succession shall or will be entitled to make any kind of plea, objection claim or contention. Even if so done, the same shall be deemed to be ineffective, inoperative and void in law at all places and in all kinds of

Offices and Courts. Prior hereto, the Vendor has not effected gift, sale, mortgage, transfer etc. in favour of anybody in respect of the land being sold as described in the Schedule below nor is there any kind of charge or claim of anybody over the land described in the Schedule below, nor the land described in the Schedule has been auctioned for arrears of rents or arrears of taxes. The land being sold as described in the Schedule below or any part thereof has not been acquisitioned or requisitioned by the Government and no notice has been served upon me for the same to be so. The Vendor has not created any encumbrances on the land being sold as described in the Schedule below or any part thereof by entering into any agreement for sale with anybody else, nor the land described in the 'Schedule below is the subject matter of any suit or proceedings. By sale of the Schedule Land in favour of the Purchaser in a state free from encumbrances and defect, the Vendor has divested of all rights and became dispossessed from the said property for ever. And **FURTHER THAT** the Vendor and all her heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser, his heirs, successors, representatives, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor of any breach of the covenants hereinunder contained.

**FURTHERMORE THAT** in case any kind or error or omission in this deed comes to light, the Vendor do remain bound to execute a deed of Rectification without making any claim for consideration or remuneration from

the Purchaser. In case the Vendor fails, then whatever loss the Purchaser suffers, the Vendor shall be bound to make good the same in accordance with law.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** land with structure, measuring .057 decimals marked in Red Ink in the Plan annexed hereto equivalent to 3 (three) Cottahs 7 (seven) Chittacks and 2 (two) gondas, be the same a little more or less, according to the local Unit of measurement together with all kinds of rights of user of modern and scientific easements with powers of Unrestricted movement in respect of a Plot No. 17 as shown in the Map being butted and bounded by -

ON THE NORTH : Plot No. 19 ;

ON THE SOUTH : Plot No. 15 ;

ON THE EAST : Land belonging to other person ;

ON THE WEST : Common Passage being 20' feet wide.

SITE PLAN OF LAND FOR C.S. DAG NO.- 488

R.S. DAG NO.- 455, R.S. KHATIAN NO.- 187, MOUZA -

MADURDAHA, J.L. NO.- 12, P.S.- PURBA JADAPUR

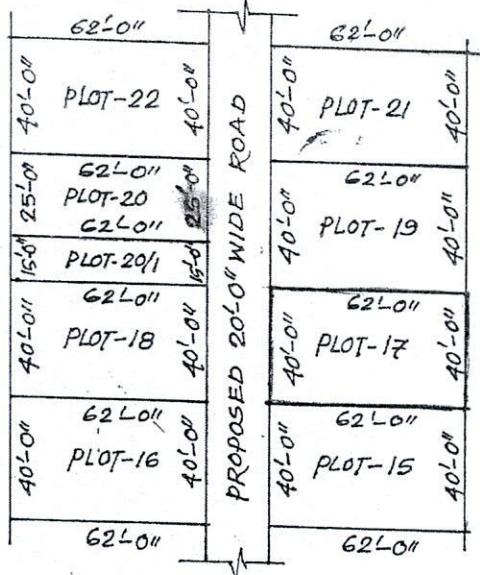
(TALLYGUNJ), DIST. - 24 PARGANAS (S), NOW UNDER

C.I.M.C. WARD NO.-108, BOROUGH NO.-XII

KOLKATA - 700099.

SCALE - 1" = 50'-0"

LAND DEMARCATED BY RED BORDER LINE



SCHEDULE OF LAND

LAY OUT PLOT NO	R.S. KHATIAN NO.	C.S DAG NO.	R.S DAG NO.-	AREA OF LAND				TOTAL SFT.
				K.	CH	SFT.		
17	187	488	455	3	7	5		2480

Tapasi Mehera. *Jaganta* - Bas

Subash Chatterjee

DRAWN BY  
A. Basu  
(S.S. 8350)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals, the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

AT CALCUTTA by the parties  
withinnamed in the presence of :

1. *Govardhan Nath Mukherjee* Tapasi Meheri.  
*21/2, Bala Gangadhar Tagore Street*  
*Calcutta - 700013.* **VENDOR**

*Jayanta Basu*

**PURCHASER**

*Tapasi Chatterjee*  
**CONFIRMING PARTY**

Drafted by :

*K. P. Tiwari*

**K. P. TIWARI**  
Advocate  
Calcutta High Court.

Typed by :

Tapas Kumar Ghosh  
10, Old Post Office Street,  
Ground floor, Room No.108 & 109  
Calcutta-700 001.

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser the said sum of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand) only being the full amount of consideration as per Memorandum below :-

M E M O

i) One Manager's Cheque drawn on VCO Bank, Ballygunge Circular Road, Calcutta - 700019 bearing No. 377819 dated 9.6.2001.	Rs. 1,25,000/-
ii) Cash payment	Rs. 60,000/-
	<u>Total Rs. 1,85,000/-</u>

(RUPEES ONE LAKH EIGHTY FIVE THOUSAND ONLY).

WITNESSES:-

Tapasi Mehra.

1. *Amarendra Nath Mukherjee*
2. *Surananda Datta Sharma*