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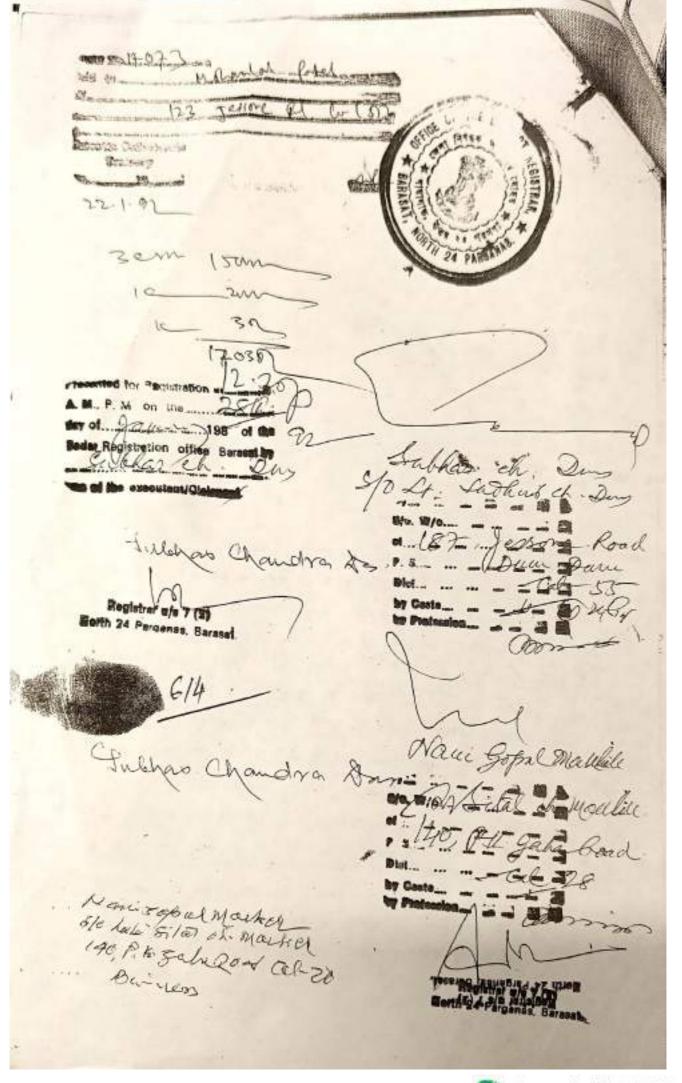
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THIS DEED of sale is made this 28 day o

between Sri Subhas Chanira Das, son of Late Sudhir Chandra Das by religion Hindu, By Occupation business residing at 123 (at present 187) Jessore Road, P. S. Dum Dum, Calcutta-700 055, Dist. North 24 Parganas hereinafter called the VENDOR which expression unless excluded by or repugnant to the context shall always be deemed to include his heirs, administrators, executors, representatives and assigns of the ONE PART

A N D SRI MOHANIAL PATEL son of Sri Shyamji Patel by religion Hindu by occupation business residing at 123 (at present 187) Jessore Road, Calcutta-700 055, P.S. Dum Dum, Dist. North 24 Parganas hereinafter called

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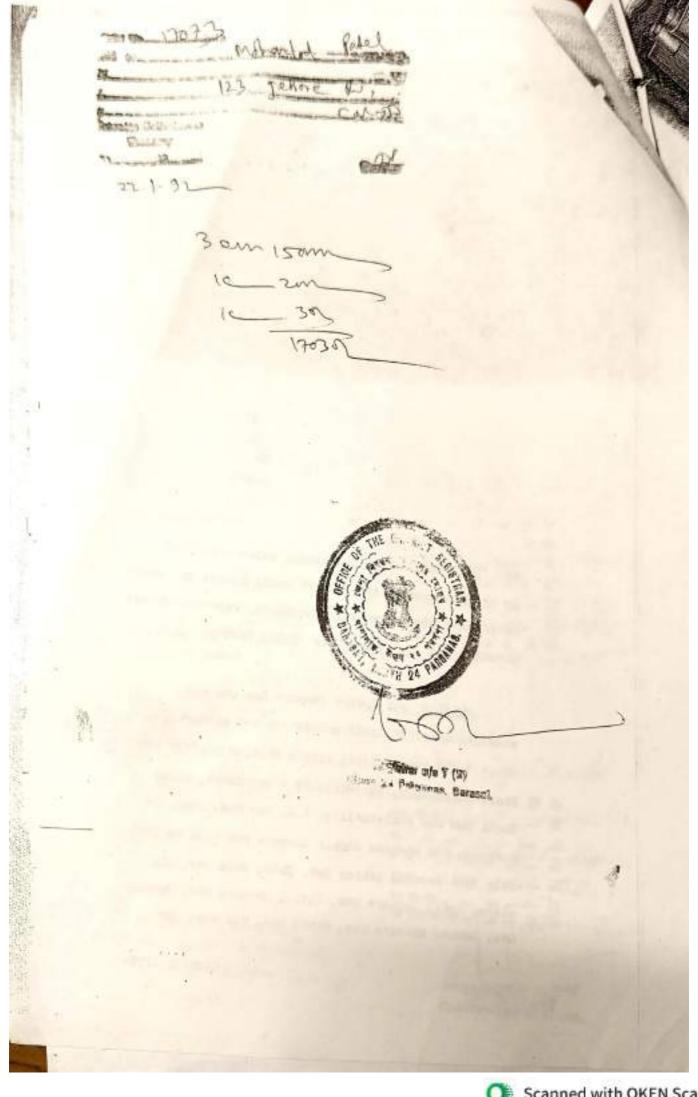
-: (2) :-

the 'PURCHASER' which expression unless excluded by or repugnant to the context shall always be deemed to include his heirs, administrators, representatives, executors and assigns of the 'OTHER PART'.

WHEREAS one Sudhir Chandra Das was the absolute owner of lands consisting and measuring about 1.756 acreas lying within Khatian No. 1102 in Mouza-Krishnapur, Sub-Registry : Cossipore, under South Dum Dum Municipality, P.S. Dum Dum, Dist. 24 Parganas And Whereas Sudhir Chandra Das died on 30th July 1966 leaving behind Smt. Charu Bala Das, his widow, Sunil Chandra Das, Sushil Chandra Das, Subodh Das, Subhas Chandra Das, Subal Das, his sons and

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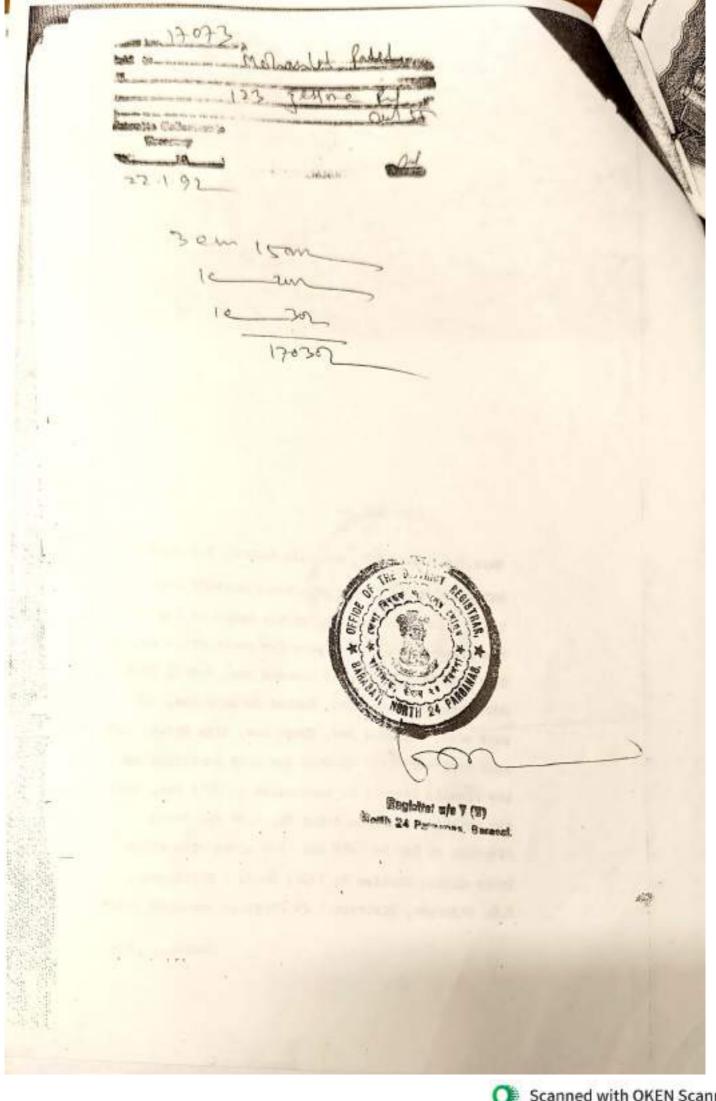




#### -: (3) :-

Maya Das, Chaya Das, and Lila Biswas, his daughters AND WHEREAS Smt. Charu Bala Das plaintiff instituted Title Suit No. 201 of 1982 of the Court of 2nd Subordinate Judge at Alipore for partitition against Subal Chandra Das, Sunil Chandra Das, Sushil Chandra Das, Subodh Chandra Das, Subhas Chandra Das, (who were sons) and Maya Das, Chaya Das, Lila Biswas (who were daughters) AND WHEREAS the said partition smit was finally decreed on compromise on 26th Nov. 1984 AND WHEREAS by decree dated 26, 11, 84 the lands situated at Dag No. 1469 and 1530 along with other lands within Khatian No. 1102, Mouza : Krishnapur, P.S. Rajarhat, District : 24 Parganas remained joint

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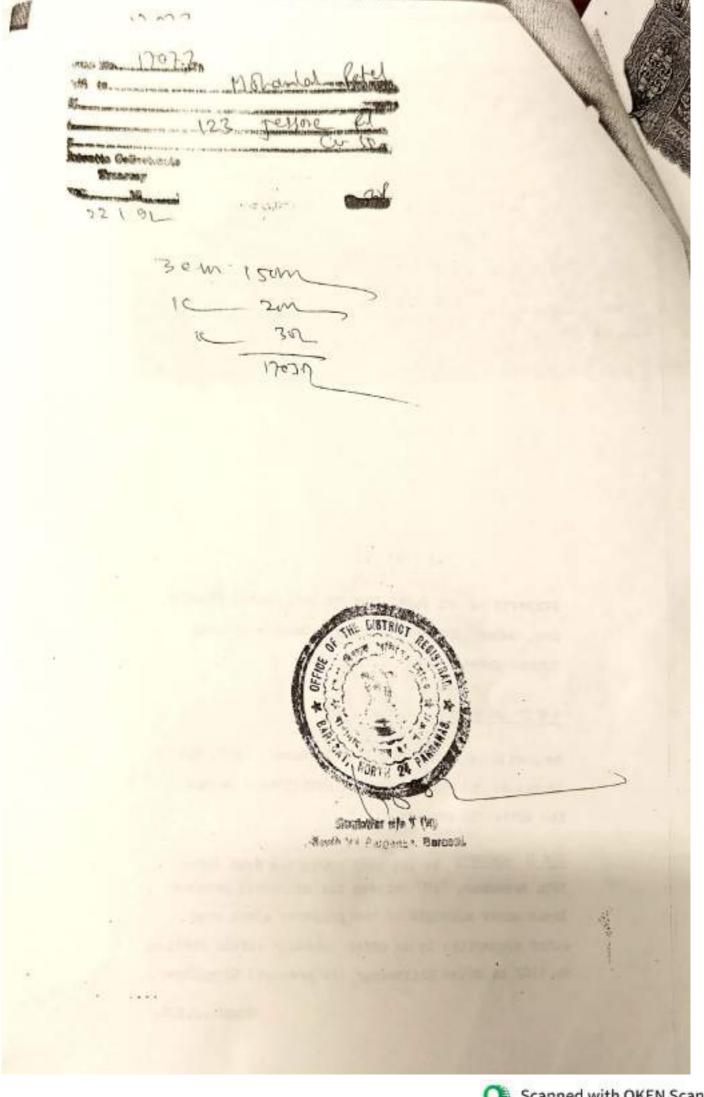
property of Sri Subal Chandra Das, Sushil Chandra Das, Subodh Chandra Das, Sunil Chandra Das and Subhas Chandra Das

### A N D WHEREAS

By partition Deed dated 12th November, 1987, the aforesaid joint property was partitioned amongs the aforesaid persons.

WHEREAS by the said partition deed dated 12th November, 1987 between the aforesaid persons lands under schedule of the property along with other properties lying under schedule within Khatian No. 1102 in Mouza Krishnapur (at present) Shyamnagar,

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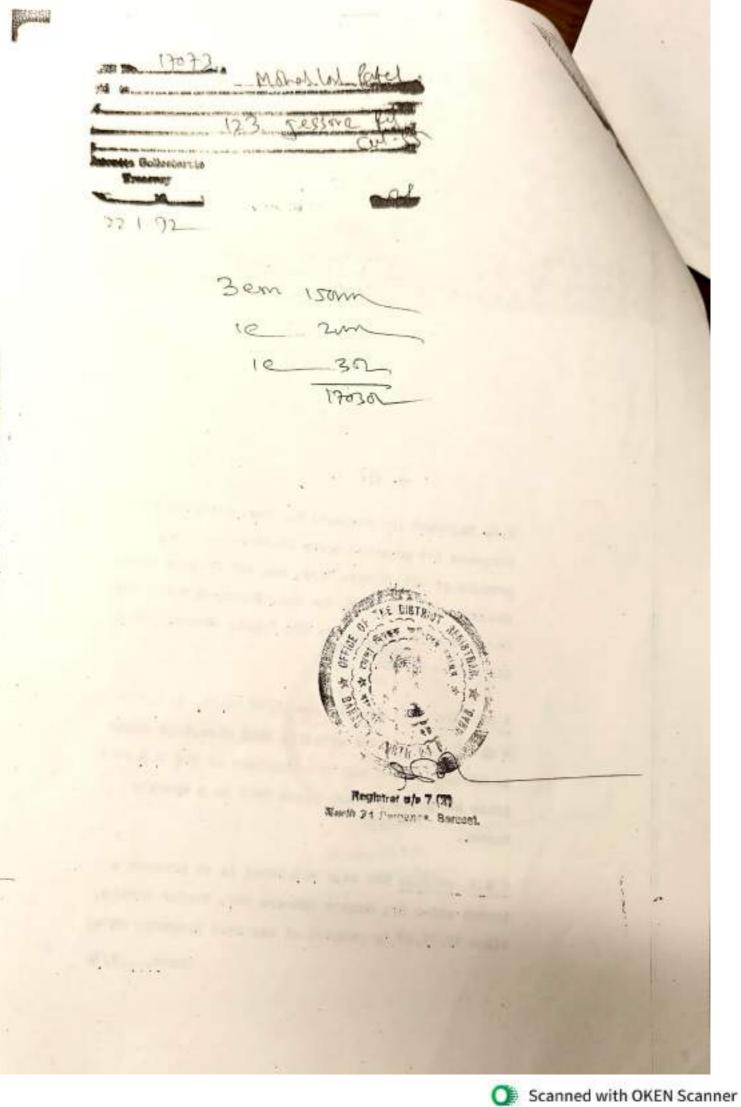


P.S. Rajarhat (at present) Dum Dum, District 24 Parganas (at present) North 24-Parganas being portion of 123, Jessore Road, now 187 Jessore Road, Calcutta-700 055, P.S. Dum Dum, District North 24-Pargenas were allotted to Sri Subhas Chandra Das, the VENDOR herein.

A N D WHEREAS more or less 2340 Sq.ft. (3 cotta 4 Chattacks) of land with tin shed structure which is being possesed and in occupation of Sri M. R. Patel alias Mavji Ramji Patel since 1970 as a monthly tenant.

A N D WHEREAS the said M. R. Patel is at present a tenant under Sri Subhas Chandra Das, Vendor herein, since 12.11.67 in respect of the said property more/

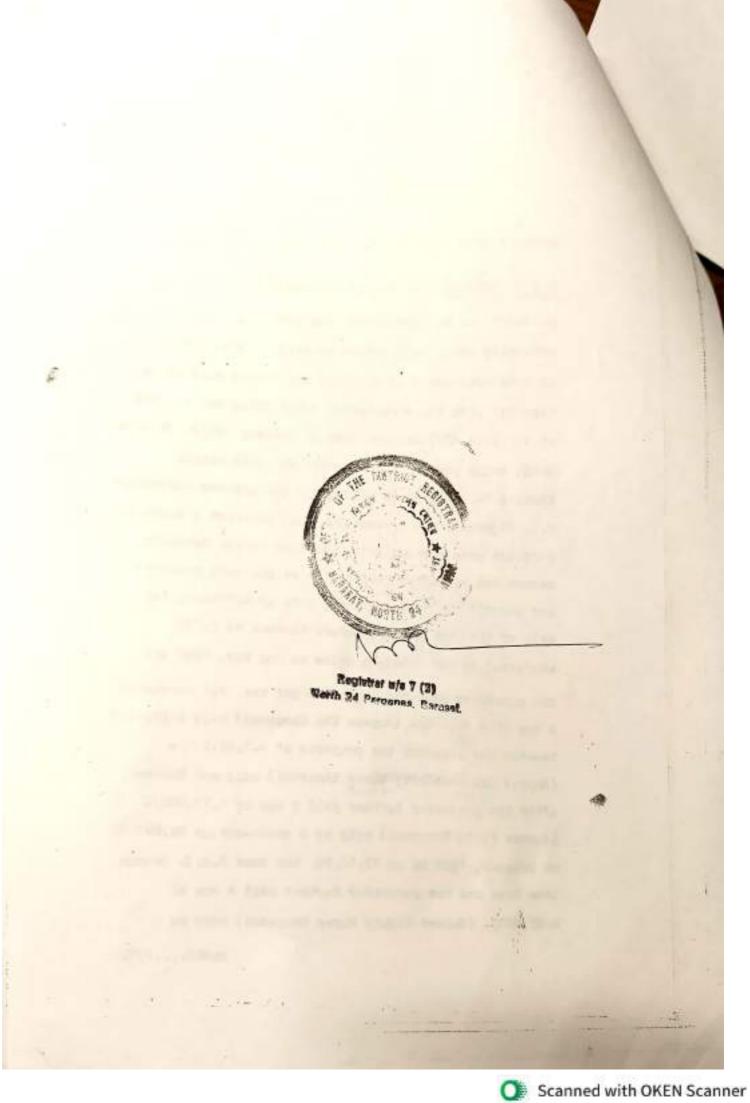
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more/or less 2340 Sq.ft. along with other properties.

WHEREAS the Vendor is absolutely seized and possessed of all that piece and parcel of land measuring about 3.25 cottas or more/or less 2340 Sq.ft. of land aforstated be the same and little more or less together with tin structures, sheds lying and situate at 187 (old 123) Jessore Road at present 187/C, Jessore Abad, being part of plot No. 1530 and 1469 within Khatian No. 1102, Mpuza Krishnapur (at present Shyamnagar) P.S. Rajarhut, (at present Dum Dum) District : North 24-Parganas more particularly described in the Schedule hereto and hereafter reffered to at the said property And whereas the Vendor entered into an agreement for sale of the land with structure thereon as fully mentioned in the schedule below on 2nd May, 1990 and the purchaser paid the vendor as per the said agreement a sum of &, 10,000/- (Ampees Ten thousand) only initially towards the price of the property of \$,1,43,000/-(Rupses One lackforty three thousand) only and thereafter the purchaser further paid a sum of h.50,000/-(Aupees Fifty Thousand) only by a cross-cheque No.667253 on October, 1990 pm on 12.10.90, the Bank S.B. L. Branch Lake Town and the purchaser further paid a sum of is, 83,000/- (Rupees Eighty three thousand) only on

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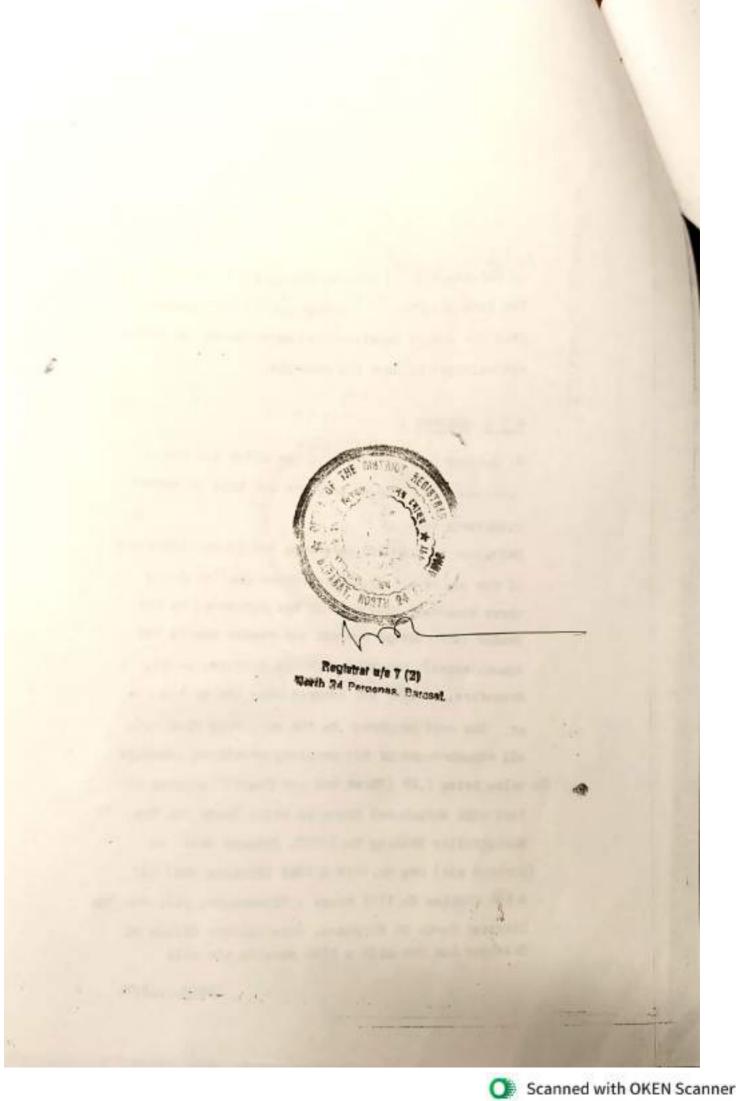
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on Peteben 1992 by Crossed Cheque No. 667255 on Branch Lake - Town thereby the Bank S. B. I paid the entire consideration money which the vendor acknowledges to have the receipts.

#### A N D WHEREAS,

as per the initial agreement the offer and the acceptance of offer is complete and this Indenture in witnesseth that persuance of the said agreement and in consideration of the sum of L. 1,43,000/- (Rupees One lac forty three thousand) only paid by the purchaser to the Vendor (the receipt whereof the vendor admits and acknowledges), the vendor grants conveys, sales, transfers, assigns and assures unto and to the use of the said property to the purchaser free from all encumbrances of the property mentioned schedule below being 3.25 (Three and one fourth) cottach of land with structures there on being South Dum Dum Municipality holding No. 187/C, Jessore Road in (portion old) Dag No. 1530 & 1469 (Portion New) 507 & 506 Khatian No. 1102 Mouza : Shyamnagar, P.S. Dum Dum District North 24 Parganas, Sub-registry Office at Cossipur Dum Dum with a plan showing the sold

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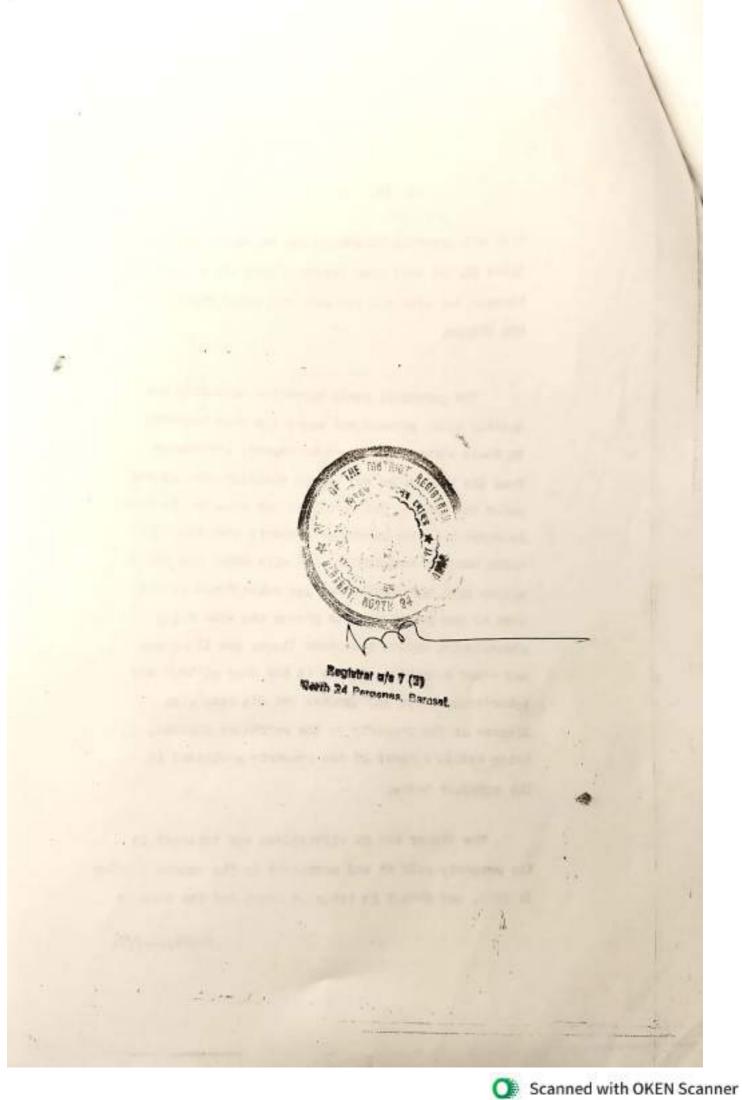


sold out property by making and bordering by Red lines on the said plan together with all structures thereon and with all easement and other rights of the Vendor.

The purchaser shall hereafter be safely and quitely hold, possess and enjoy the said property in Khash without any claim/or demand, whatsoever from the Vendor, or any person claiming through or/ under the Vendor. The purchaser can mutuate his name in respect of the purchased property with the said South Dum Dum Municipality and with other statutory/ and/or Govt. body/bodies and pay rates/taxes is the name of the purchaser. The person can also bring electricity, water, telephone lines, gas lines and any other assential service in his name without any interference from any quarter and can deal with dispose of the property as the purchaser pleases, being absolute owner of the property mentioned in the schedule below.

The Vendor has no right/claim and interest in the property sold at and mentioned in the schedule below In case, any defect in title is found and the same is

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requested to be rectified, then the Vendor will rectify for the same at the request of the purchasers and at the cost of the purchaser and by him and his heirs/successors and or legal representatives.

# SCHEDULE OF PROPERTY TO BE CONVEYED

all that piece and parcel of land containing an area of 3.25 cottans or 2340 Sq.ft. more or less together with structures and shed standing therein and lying and situate at 187 (old 123) Jessore Road, being part of plot No.1530 and 1469 within Khatian No.1102, J. L. No.17, Mouza Krishnapur (at present) Shyamnagar, Sub-Registry Ebssipore under South Dum Dum Municipality, P.S. Rajarhat (at present Dum Dum) Calcutta-700 055, District North 24 Parganas, at present Municipal Holding No.187/C, Jessore Road butted and bounded as follows: by description and by enclosed plam boundered by red line.

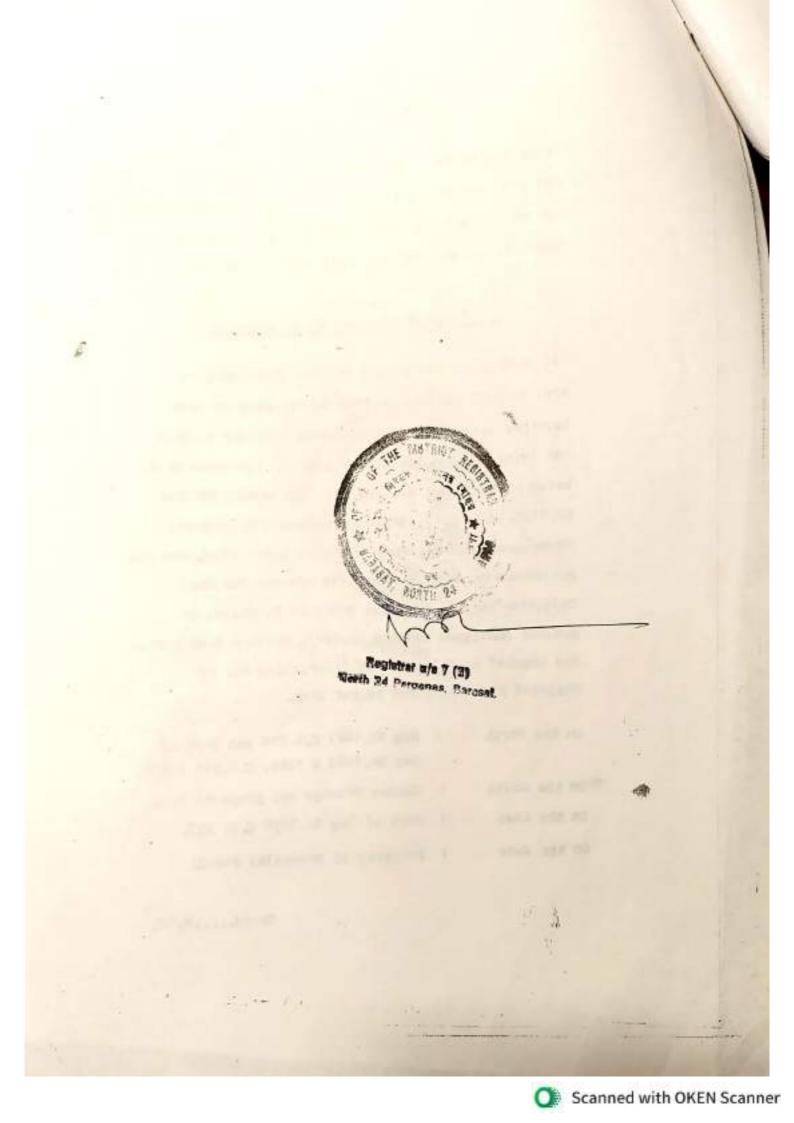
On the North : Dag No. 1467 C. S. 534 and Part of Dag No. 1468 & 1469, C. S. 535 & 536.

On the South : Common Passage and proposed Abad.

On the East : Part of Dag No. 1530 C.S. 537.

On the West : Property of Basantlal Patel.

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## MEMORENDUM OF PAYMENT

- 1. Paid Rs. 10,000/- On 30.04.91 by Cheque No.667251 On Benk S. B. L (Lake Town Branch).
- 2. Paid Rs.50,000/- On 12.10.90 by Cheque No.667253 On Bank S. B. L. (take Town).
- 3. Paid Rs. 83,000/- On S. B. / by Che que No. 667255 on Bank. Br. Lake-Town; 21.27.1.92

Total Payment : Rs. 1,43,000/-.

In witness whereof the Vendor hereto has hereunto set and subscribed his hand on the day month and year first above written.

Signed and delivered in presence of :-

1. Noni Safact Moulice

Lulchas Chandra Dr. VENDOR

warisiful Market Typed+Prepared by Nanigopal Maullick 140, P.K. Cuha Road, Calcutta-28.

Licence No.D. W. XI-23C, Dum Dum.

