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DEED OF SALE

Valued at Rs. 1,50,000.00

day of December one thousand nine hundred and ninety five

BETWEEN (1) SRI RAM CHANDRA AGARWAL son of Late Nantu

Ram Agarwal, residing at Vill. & P.S. Ratua, in the District

of Maldha (2) SRI MANTU AGARWAL son of Sri Ram Chandra Agarwal,

residing at 8, Panchanantolla Lane, P.S. Bowbazar, Calcutta
700 012, both by faith Hindu, by occupation Business and

service respectively, hereinafter called the VENDORS (which

expression shall unless, excluded by or repugnant to the

context be deemed to mean and include their and each of their

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legal heirs, executors, administrators, representatives, nominees and assigns) of the <u>ONE PART</u>;

- AND -

both sons of Dr. Shivakant Dubey, by faith Hindu, by occupation - Business both residing at FD-393, Salt Lake City, Sector-III, Calcutta-700 091, hereinafter called and referred to as the <u>PURCHASERS</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators, representatives, nominees and assigns) of the <u>OTHER</u> PART;

WHEREAS by a deed of Gift (Heba-Bill Aewaj) dated 9th day of May, 1962, registered at the office of the Sub-Registrar Cossipore Dum Dum copied in Book No. I, Volume No. 62, Pages 112 to 142, Being No. 3993, for the year 1962, one Habibur Rahaman son of late Md. Hatem Ali Mondal of Hatiara referred therein as Doner, for the consideration natural love and affection mentioned therein, grant convey and transferred his right, title and inteest infavour of his only son Safiuddin Ahmed, referred therein as Donee, ALL THAT piece and parcel of revenue paying Rayat Dakhali Swattiya Sali land measuring 1 (one) Bigha 9 (nine) Cottahs and 12 (twelve) chittacks, more or less, from the Western side of C.S. Dag No. 4059, R.S. Dag No. 4063, under C.S. Khatian Nos. 21, 119, and 179, R.S. Khatian Nos. 23, 45, 128, 133 & 136 AND an area of 4 (four)

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Bighas 3 (three) cottahs and 2 (two) Chittacks, more or less, from the eastern side of C.S. Dag No. 4060, R.S. Dag No. 4064, under C.S. Khatian No. 748, R.S. Khatian No. 837, both together forming one compact block of more or less, 5 (Five) Bighas 12 (twelve) Cottahs and 14 (forteen) Chittacks situated lying at Mouza- Hatiara, P.S. Rajarhat, in the District of 24 Parganas more fully and particularly described in the schedule thereunder written, absolutely free from all encumbrances whatsoever;

AND WHEREAS by to diverse deeds of sale dated 20th day of March 1968 and 19th day of July 1968, both registered at the office of the Sub-Registrar Cossipore Dum Dum copied in Book No. I, Volume No. 40, Pages 141 to 147, Being No. 2457, for the year 1968, and in Book No. I, Volume No. 77 Pages 209 to 216, Being No. 6138, for the year 1968 the said Safiuddin Ahmed, referred therein as vendor for the consideration mentioned therein sold, transferred and conveyed his right, title and interest to Sri Bhabotosh Chandra Dey, Amar Kumar Dey, Bimal Kumar Dey and Parimal Chandra Dey referred therein as purchasers ALL THAT piece and parcel of the aforesaid land measuring 1 (one) Bigha 9 (Nine) Cottahs and 12 (twelve) Chittacks in one Lot comprised in Part of C.S. Dag No. 4059, R.S. Dag No. 4063, and an area of 4 (four) Bighas 3 (Three) Cottahs and 2 (two) chittacks in another lot comprised in Part of C.S. Dag No. 4060, R.S. Dag No. 4064, at Mouza- Hatiara, P.S. Rajarhat, in the District of 24 Parganas, more fully and particularly described in the schedule thereunder written respectively absolutely free from all encumbrances whatsoever ;

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AND WHEREAS by a deed of sale dated 14th day of August, 1980, registered at the office of the Sub-Registrar Cossipore Dum Dum copied in Book No. I, Volume No. 83, Pages 275 to 282 Being No. 6513 for the year 1980 the said Sri Bhabotosh Chandra Dey and 3 (three) others, referred therein as vendors for the consideration mentioned therein sold, transferred and conveyed their right title and interest to Sri Asish Kumar Basak, referred therein as Purchaser ALL THAT piece or parcel of land measuring 14 (forteen) Cottahs 9 (nine) Chittacks and 23 (twenty three) square feet more or less being plan Plot No. 7, comprised in Part of C.S. Dag No. 4060, R.S. Dag No. 4064, under C.S. Khatian No. 748, R.S. Khatian No. 837, at Mouza- Hatiara, P.S. Rajarhat in the District of North 24 Parganas, more fully and particularly described in the schedule thereunder written and delineated in the map or plan annexed thereto, absolutely free from all encumbrances whatsoever ;

AND WHEREAS by a deed of sale dated 28th day of May, 1991, registered at the office of the Addl. District Sub-Registrar Bidhannagar copied in Book No. I, Volume No. 77, Pages 209 to 222 Being No. 4235, for the year 1991, the said Sri Asish Kumar Basak referred therein as vendor for the consideration mentioned therein sold, transferred and conveyed his right title and interest to Sri Ram Chandra Agarwal, referred therein as purchaser ALL THAT piece or parcel of land measuring 5 (Five) cottahs more or less, being Plan Plot No. 'A' out of the aforesaid plot of land being plan Plot No. 7 described hereinbefore comprised in part of C.S. Dag No. 4060, R.S. Dag No. 4064, under C.S. Khatian No. 748, R.S. Khatian No. 837 at



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Mouza- Hatiara, P.S. Rajarhat, in the District of North 24Parganas, more fully and particularly described in the schedule
thereunder written and delineated in the map or plan thereto
annexed along with all easement rights of common passages,
absolutely free from all encumbrances;

AND WHEREAS by an another deed of sale also dated 28th day of May 1991 registered at the office of Addl. District Sub-Registrar Bidhannagar copied in Book No. I, Volume No. 77, Pages 195 to 208, Being No. 4234 for the year 1991 the said Sri Asish Kumar Basak also referred therein as vendor for the consideration mentioned therein sold, transferred and conveyed his right title and interest to Sri Mantu Agarwal, referred therein as Purchaser ALL THAT the remaining piece or parcel of land measuring 9 (nine) Cottahs 9 (nine) Chittacks and 23 (twenty three) sq. ft. being plan Plot No.'B' out of the aforesaid plot of land, being plan Plot No. 7, described hereinbefore, comprised in Part of C.S. Dag No. 4060, R.S. Dag No. 4064, under C.S. Khatian No. 748, R.S. Khatian No. 837 at Mouza- Hatiara, P.S. Rajarhat, in the District of North 24-Parganas, morefully and particularly described in the schedule thereunder written and delineated in the map or plan annexed thereto, along with all easement rights of common passages, absolutely free from all encumbrances;

AND WHEREAS the said Sri Ram Chandra Agarwal and Sri Mantu Agarwal, the vendors of these presents are well seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid property by virtue of above mentioned diverse

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respective purchase and enjoying the same with good right full and absolute power of ownership and they have every right to transfer the same to any body in any way;

AND WHEREAS Sri Ram Chandra Agarwal the vendor No. 1 herein being in need of money intended, desired, declared and has agreed to sell and the purchasers have agreed to purchase a plot of land measuring 2 (two) Cottahs 6 (Six) Chittacks and 27 (twenty seven) sq. ft. at or for the price of Rs. 72,375/-(Rupees seventy two thousand three hundred and seventy five) only and Sri Mantu Agarwal, the vendor No. 2 herein, also has agreed to sell and the purchasers have agreed to purchase a plot of land measuring 2 (two) Cottahs 9 (nine) Chittacks and 18 (Eighteen) sq. ft. at or for the price of Rs. 77,625.00 (Rupees seventy seven thousand six hundred and twenty five) only, both together forming one compact block of more or less 5 (Five) Cottahs along with all easement rights of common passages, absolutely free from all encumbrances, more fully and particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto with 'R E D' bordered and marked as plan Plot No. AB, thereon at or for the total price of Rs. 1.50,000.00 (Rupees one lac fifty thousand) only ;

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. 1,50,000.00 (Rupees one lac fifty thousand) only to the vendors paid by the purchasers according to their respective share as per memo below at or immediately before the execution of these presents (the receipt whereof the vendors do hereby as well as by the



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receipt hereunder written, admit and acknowledge and of and from the same and every part thereof acquite, release and forever discharge the said purchasers as well as the said land particularly described in the schedule hereunder written) the vendors do hereby grant, convey, sell, transfer, assign and assure unto the purchasers herein ALL THAT piece or parcel of revenue paying RAYATI LAND described in the schedule hereunder written and delineated in the map or plan hereto annexed and therein bordered R E D together with full benefit of passages ways, water-way rights, liberties, privileges all manner of easements and appurtenances belonging AND ALL the estates right, title interest claim and eemand whatsoever of the vendors into or upon the same and every part thereof TO HAVE AND TO HOLD the said piece or parcel of land hereby granted, conveyed, transferred and assigned and intended so to be unto and to the use of the purchasers herein absolutely and forever free from all encumbrances charges, attachments, liens, etc. whatsoever and free from all acquisition and requisition and alignments and any claim or adverse possession AND THE VENDORS doth hereby covenant with the purchasers as follows :-

- 1. THAT notwithstanding any acts deed or things hereto before done, executed or knowingly suffered to the contrary the vendors are now lawfully seized and possessed of the said property free from all encumbrances attachments or defection title whatsoever and that the vendors have full power and absolutelauthority to sell the said property in manner aforesaid;
- 2. THAT the purchasers shall hereafter peaceably and quietly...

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quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the vendors or any person claiming through or under them;

- 3. <u>FURTHER THAT</u> the vendors their heirs, executors, administrators or assigns, covenant with the purchasers their heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the purchasers their heirs, administrators, or assigns free or against all encumbrances, charges and equities whatsoever;
- 4. THAT the vendors their heirs, administrators, or assigns further covenant that they shall at the request and cost of the purchasers, their heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed;
- 5. THAT the purchasers herein will be entitled to mutate the purchasers' name in respect of the said piece or parcel of land with the authorities concerned and will pay the proportionate sum of revenue to the State of West Bengal;
- 6. THAT the land fully described in the schedule below stands retained by the vendors through operation of family ceiling as envisaged in chapter II-B, West Bengal land reforms Act.;



Managar (Salt Bahe)

- AND that the said piece or parcel of land or any part or portion thereof or any interest therein has not vested in and/or are or is not acquire by the state of West Bengal Estate Acquisition Act. 1956, or statutory modification thereof or under the Urban land ceiling and regulation Act. 1976, or any other law for the time being in force;
- 8. ALL THE taxes, land revenue and impositions payable in respect of the said property up to the date of these presents, have been fully paid by the vendors and if any portion of such taxes levies, impositions etc. be found to have remained unpaid for the period up to the date hereof, the same shall be deemed to be the liability of the vendors and realisable from the vendors

IT IS hereby declared that the land described in the schedule below is the self-acquired property of the vendors and they are not the benamders of any one;

AND the vendors deliversthis day khas possession of the said land unto the purchasers.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue paying Rayat
Dakhali Swattiya SALI land containing an area of 5 (Five)
Cottahs be the same a little more or less, together with all
easement rights of common passages, more fully and particularly
delineated in the map or plan hereto annexed and bordered by
'R E D' colour and marked as plan Plot No. 'AB', thereon,



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comprised in Part of C.S. Dag No. 4060, R.S. Dag No. 4064, under C.S. Khatian No. 748, R.S. Khatian No. 837, within the limit of Rajarhat Police Station and under Rajarhat-Gopalpur Municipality, Addl. District Sub-Registration office Bidhannagar (Salt Lake City) and according to the settlement record of rights finally published the plot is comprised at Pargana KALIKATA, Mouza-Hatiara, J.L. No. 14, R.S. No. 188, Touzi No. 169, in the District of North 24 Parganas;

The annual proportionate rent is Rs. 0.55 out of total jama Rs. 21 annas 5 and pie 11 only in respect of total land 3.43 acre is payable to the Collectorate of North 24 Parganas.

THE SOLD PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS :

ON THE NORTH BY : Plan Plot No. B of Part of R.S. Dag
No. 4064;

ON THE SOUTH BY : Plan Plot No. AB/1 of Part of R.S. Dag
No. 4064;

ON THE EAST BY : R.S. Dag No. 4078;

ON THE WEST BY : 14' - 0" wide common passage.

AND THE REST OF SECTION AND SECTION OF THE PROPERTY OF SECTION AND SECTION OF SECTION AND which the restriction are the statement of the statement Grant to the St. D. a. a. at there at and transport Camera S. There Duck to shipped marelmost old backs come to conse A THE PARTY OF THE

IN WITNESS WHEREOF the vendors herein have signed this deed of sale after going through the content of this deed of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the vendors at Calcutta in the presence of :-

1. Baijnowth parely. 118 Raja Demodra Do

2. Kalinchanbell Ran chandra Agnimule
Poevill - Halianu Manh Agasmaj

P.S. Kayar Hal-

en: - 59

SIGNATURE OF THE VENDORS

MEMO ...



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MEMO OF CONSIDERATION

Received of and from the within-named purchasers the within-mentioned full amount of consideration being a sum of Rs. 1,50,000.00 (Rupees one lac fifty thousand) only as per memorandum below:

MEMO

Paid by Cash.

(Rupeus Seventy two thous three hundred and Seventy five) only.

Raen Andra Aguemall

SIGNATURE OF THE VENDOR NO. 1

Paid by Cash. - - Rs. 77,625f-(Rupers Seventy Seven thous and Six hundred to trenty fire) only.

Nuclear Agamal.

SIGNATURE OF THE VENDOR NO. 2

WITNESSES :-

1. Baijnath parely.

2. falimmenter

Deed prepared by :

(Aftab Uddin Ahammed) of Ghuni, Calcutta- 59. LICENCE NO. DW-XVI- 25.

Typed by :

(Rahamat Shaikh) of A.D.S.R. Office, Calcutta- 700 091.

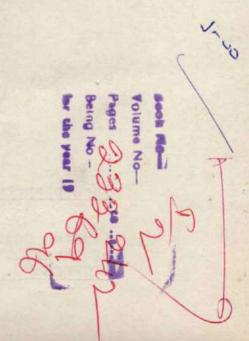
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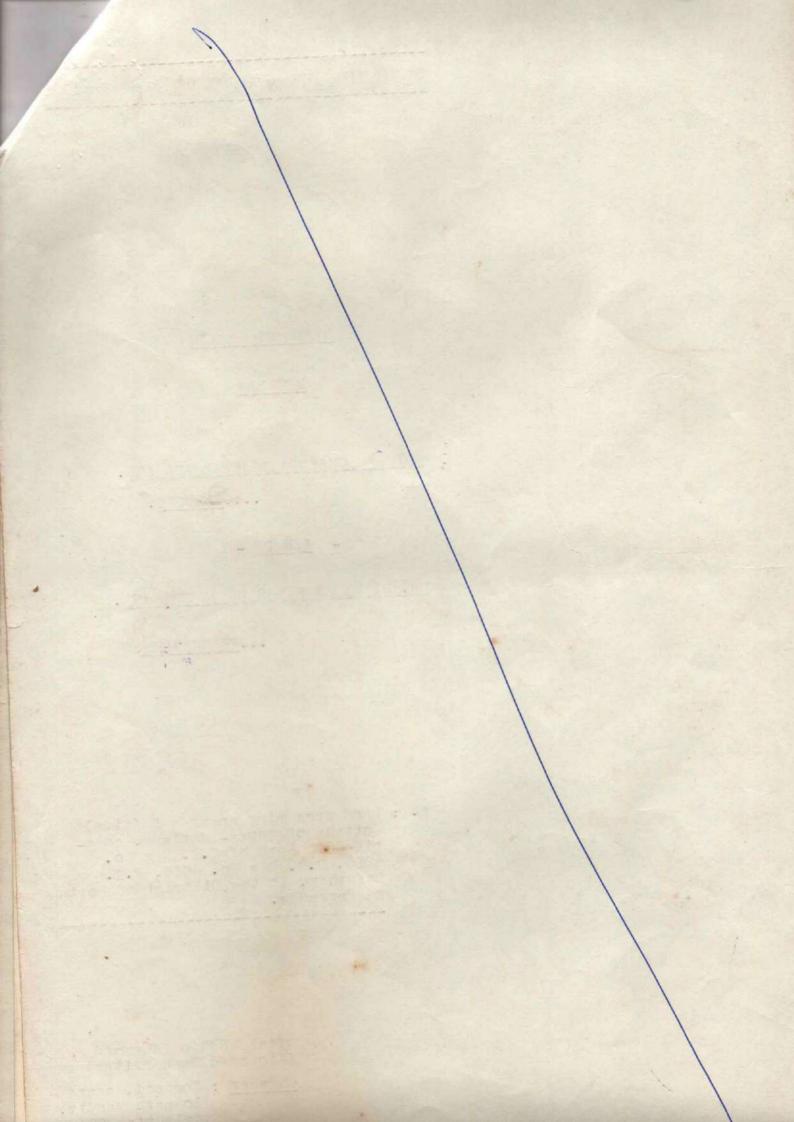




PLAN ON SCHEME PLOT NOS B, ABG AB. AT POR-ON OF R.S. DAG NO. 4064 R.S.KH. NO. 837. OF MOUZA ATIARA.J.L.NO. 14.R.S.NO. 188.P.S. RAJARARHAT. DIST - NORTH 24PGS. SCALE-1"=30'-0" R.S DAG NO 96'- 0" DAG ō NO. 4064 (B 4064(P) K-ch-SH 39 5-0-0 R 93'- 6" 93'- 6" DAC MO. AB DAG 4064 4 0 K-ch-s# 5 -0 -0 40, 38 NO. 0 91'- 0" 4064 NO DAG R 7,92 4079 K-ch-st 4-9-23 88'- 6" ROAD. WIDE SCHEDULE OF LAND :-

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PLOT	DAG No.	NAME OF VENDEE	K-ch-St	K-CL-SH	ME ELEN
В	4064	MRS. ASHA GUPTA .		5-0-0	5-0-0
AB	4064	1) DR. BIRENDRA KR. DUBEY. 2) SHAILENDRA KR. DUBEY.	2 - 6 - 27	2 - 9 - 18	5-0-0
AB/1			2-9-18	2-0-5	4 - 9 - 23



DEED OF SALE

BETWEEN

SRI RAM CHANDRA AGARWAL AND ANR.

- AND -

DR. BIRENDRA KUMAR DUBEY AND ANR.

... PURCHASERS.

Re.: Land measuring an area 5 (five)
Cottahs of Mouza- Hatiara, comprised in Part of C.S. Dag No.
4060, R.S. Dag No. 4064, P.S.
Rajarhat, in the District of North
24 Parganas.

Aftab Uddin Ahammed (Licenced Deed Writer)

Chamber: Teghori, near loknath Mandir,