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KOLKATA COLLECTORATE

REGISTRATION ACT 1908
REGISTRATION ACT 1908
REGISTRATION ACT 1908



Sri Jadabendra Dutta



Haradhan Sankar

Haradhan Sankar

SALE DEED

THIS DEED OF INDENTURE made on this the 31st day of April, Two Thousand Six (2006) BETWEEN SRI JADABENDRA DUTTA son of Sri Suresh Chandra Dutta, by faith Hindu, by occupation Business, residing at 24, Greenland, Mukundapur, P.S. Sonarpur, Dist. 24-Parganas (South), Kolkata - 700 099 herein after referred to as the "VENDOR" (which terms and expression shall unless otherwise excluded by or repugnant to the context hereby be deemed to be mean and including his heirs, administrators, legal representatives, assigns and receiver etc.) of the ONE PART.

AND

Cont.... P/2.

owner
SRI HARADHAN SARKAR son of late Bejoy Gopal Sarkar by faith Hindu, by occupation Service, residing at 1/1, Dr. R.N. Tagore Road, P.S. Belgharia, Dist. 24-Parganas (North), Kolkata - 700 056 referred to as the "**PURCHASER**" (which terms and expression shall unless otherwise excluded by or repugnant to the context hereby be deemed to be mean and including his heirs, administrators, legal representatives, assigns and receiver etc.) of the **OTHER PART**.

WHERE AS one Jatindra Nath Mondal sufficiently seized and possessed as owner of ALL THAT piece and parcel of the land situated at Touzi No. 159, J.L. No. 4, Mouja Mukundapur, R.S. No. 12 and 25, under Kheyadah Gram Panchayat and was recorded as Part Khatian No. 103 from Khatian No. 53 and was recorded and was finally published in the name of said Jatindra Nath Mondal.

Jatindra Nath Mondal
AND WHERE AS the said Jatindra Nath Mondal having sufficiently sized and possessed the said property and during his life time he made a Deed of Settlement in favour of his Two (2) sons namely 1} Sri Sailendra Nath Mondal and 2} Sri Biseswar Mondal in the year 1963 and the said Deed of Settlement was Registered in the office of Alipore Sub-Registrar and was recorded in Book No. 1, Volume No. 44, Pages 256 to 260 being Deed No. 1283 in the year 1963 of land measuring 4 cottahs, 5 Chittak and 40 Square feet under Khatian No. 103, Dag No. 17 along with his other properties.

AND WHERE AS after the death of said Jatindra Nath Mondal, his Two (2) sons namely 1} Sri Sailendra Nath Mondal and 2} Sri Biseswar Mondal became the absolute owner of the land measuring 4 cottahs, 5 Chittak and 40 sq. ft. by way of the said Deed of Settlement.

AND WHERE AS the said Two (2) sons of Said Jatindra Nath Mondal 1} Sri Sailendra Nath Mondal and 2} Sri Biseswar Mondal seized and possessed physical possession of the said land measuring 4 cottahs, 5 Chittak and 40 Sq. ft. and paid rent and taxes accordingly.

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Jatindra Nath Mondal

AND WHERE AS the said Sri Sailendra Nath Mondal and Sri Biseswar Mondal while became the absolute owners and physical possessors of the aforesaid land sold their right, title, claim and interest of the said land therewith measuring 4 cottahs, 5 Chittak and 40 sq. ft. including common passage with hereditaments, easements etc. to one Sri Shyamal Mitra son of Late Suresh Chandra Mitra, of 63/1, Gauri Bari Lane, P.S. Bartala, Kolkata - 700 004 by virtue of Registered Deed of Conveyance in the year 1994 which was Registered in the Office of District Registrar, Alipore and was recorded in Book No. 1, Volume No. 80, Pages 482 to 488 being Deed No. 4253 in the year 1994 for a consideration mentioned therein.

AND WHERE AS the said Shyamal Mitra while became the sole and absolute owner and physical possessor of the aforesaid land being land measuring 4 cottahs, 5 Chittak and 40 Square feet (land measuring 2 cottahs, 4 Chittak and 3 Square feet was marked as Plot No. APA 30 and land measuring 2 cottahs, 1 Chittak and 37 Square feet was marked as Plot No. APA 3) including common passage with hereditaments, tenements and easements etc. lying at Mouja Mukundapur, Dag No. 17, Khatian No. 103, J.L. No. 4, under Kheyadah Gram Panchayat enjoying the right of the said land.

AND WHERE AS the said Shyamal Mitra while became the sole and absolute owner of the aforesaid land measuring 4 cottahs, 5 Chittak and 40 sq. ft. (land measuring 2 cottahs, 4 Chittak and 3 sq. ft. marked as Plot No. APA 30 and land measuring 2 cottahs, 1 Chittak and 37 sq. ft. marked as Plot No. APA 3) sold land measuring 2 cottahs, 4 Chittak and 3 Square feet out of his total land of 4 cottahs, 5 Chittak and 40 Square feet to Sri Jadabendra Dutta through the Deed of Conveyance dated 04.03.2002 Registered in the Office of District Sub-Registrar - IV at Alipore, 24- Parganas (South) vide Book No. 1, Volume No. 25, Pages 327 to 336 being Deed No. 1107 in the year 2002 for a consideration mentioned therein.

AND WHERE AS accordingly the present vendor i.e. Sri Jadabendra Dutta residing at 24, Greenland, Mukundapur, P.S. Sonarpur, Dist. 24-Parganas

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Jadabendra Dutta

Harendra Sarker

(South), Kolkata - 700 099, herein became the sole and absolute owner of the said land measuring 2 Cottahs, 4 Chittaks, 3 Square feet.

AND WHERE AS the vendor is in peaceful possession from the date purchase and having all easementary right, title and interest whatsoever may be and having no disturbance from anywhere else by any manner.

AND WHERE AS the vendor herein thus absolutely seized and possessed all of that land measuring 2 cottahs 4 chittak 3 sq.ft. Mouza Mukundapur, P.S. Sonarpur, Sub-Registry Office - Sonarpur, Under the Kheyadah Gram Panchyat.

AND WHERE AS the present vendor i.e. party of the First part herein due to some urgent need of money decided to Sale his entire plot of land measuring 2 cottahs 4 chittak 3 sq.ft. i.e. 1623 sq.ft. Land free from encumbrances, liens claim etc. under Dag No. 17, Khatian No. 103, Plot No. APA-30, unto the purchaser and that fully described in Schedule provided hereunder written and shown in Red Border in Map / Plan annexed herewith, for a Consideration of Rs. 3,38,125/= (Rupees Three Lakhs Thirty Eight Thousand One hundred Twenty five only) and the purchaser herein accepted the same and the contract of Sale thus concluded thereon.

AND WHERE AS the instant purchaser herein paid the entire Consideration money Rs.3,38,125/= (Rupees Three Lakhs Thirty Eight Thousand One hundred Twenty Five only) to the Vendor herein which is shown and written in the Memo of Consideration hereunder provided and both the vendor & purchaser agree to make the instant Deed Of Conveyance and the Deed is made accordingly.

NOW THIS INDENTURE WITNESSETH than in pursuance of the said Consideration of said some of Rs.3,38,125/= (Rupees Three Lakhs Thirty Eight Thousand One hundred Twenty five only) of the law full money of the Union of India paid to the vendor well by the purchaser on or before the

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Haradhan Sarker

1623 sq.ft.

Execution of these presents fully mentioned here to bellow as per written being the fully as per of Memo Consideration hereunder written being full Consideration money paid by the purchaser (the receipt where of hereby as well as by the receipt as per Memo of Consideration hereunder written, vendor admit and acknowledge) and of and from the same and every part there of doth hereby Sale, transfer acquit release and forever discharge to the purchaser as also said land hereditaments and tenements and every part thereof the vendor doth hereby absolutely and indefeasibly grant, convey, assure, assign well and transfer unto and to the use of the purchaser forever **ALL THAT** the property i.e. plot/land measuring 2 cottahs 4 chittak 3 sq.ft. i.e. 1623 sq. ft. be the same a little more or less details of which is provided hereunder as Schedule property being in Kheyadah Gram Panchyat, area locate and identified as Arjun Park, Plot No. APA-30 Mukundapur, P.S.- Sonarpur, Kolkata - 700 099, District-South 24 Parganas along with the common area and facilities for the said Land described in the Schedule hereunder **HOW SO EVER** otherwise, the said land/property hereditments now are or is herefore or hereto forever or was situated butted and bounded called known and bumbered, described or distinguished in respect of the said land ancients and other rights, liberties, walls, ways passages, sewers drain all manner of easements of the said land hereditaments, tenements belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title and interest use, trust, possession, property, claim and demand both by law and in equity of the vendor into and upon the said land hereditaments or any part or every part thereof **AND ALL** rents, issues and profits thereof and also arrears of rents if any and all deeds, pattas, measurements writing, evidence of title which in any wise relate exclusive to the said land hereditaments, tenements and premises and which are or hereafter shall or may being custody or any person or persons from whom they can procure the same without suit or actions at law or in equity free from all liens attachments and encumbrance, claims, demands whatsoever may be **TO HAVE AND TO HOLD** the said land hereditaments, tenements and structure hereby granted conveyed assured, assigned sold and transferred to expressed or intended so to be unto and to the use of the purchaser absolutely and forever

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and the Vendor doth hereby and his respective heirs, executors, administrators, successor-in-office, representatives and assigns that notwithstanding any act, deed or things by the vendor herein made done committed or knowingly suffered to the contrary the vendor herein is now rightfully, lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments, tenements and easements hereby granted conveyed and transferred unto and to the use of the purchaser absolutely and forever AND THAT notwithstanding Vendor have good right, fully power and absolute authority to grant convey and transfer into and to the use of purchaser absolutely and forever and that the Vendor that not in any way encumbered the said land purported land to be conveyed by this Deed Of Conveyance AND THAT the purchaser shall and may at all times hereafter peaceably and quietly possess held and enjoy the said land hereditaments, tenements and every part thereof hereby conveyed and receive and take all rents, issues and profits thereof and also arrears of rents if any is hereby assigned and have right to mutate his (purchaser) name in place of the Vendor in the office of authority concerns without lawful eviction, interruption, claim or demand whatsoever my be from or the Vendor herein or any person or persons lawfully or equitably claiming from under or in trust for them AND further that the Vendor herein and all and every other person or persons having or lawfully or equitably claiming any estate or in trust from him the vendor herein shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such acts, deeds and things for further and more perfectly and satisfactorily assuring the said land hereditaments, tenements and every part thereof unto and to use of the purchaser in the manner aforesaid as shall or may be reasonably required the Vendor herein doth hereby declare that the said hereditaments, tenements are not to the subject matter of any Suit or proceedings pending in any Court of Law not under acquisition or requisition and the Schedule property is free from all liens, mortgage, lease, attachments, encumbrance, claims, defect whatsoever may be and that the said land hereditaments, tenements are not subject to any attachment, injunction or prohibitory order issued by any Court of Law the purchaser shall have the right

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Haradhan Sarker

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and liberty to transfer, through lease, mortgage or otherwise, transfer and Sell the said land hereby in favour of any person or persons or any institution as he may desire.

THAT the Vendor agree to execute and perfect all such further and/or other lawful and reasonable acts, deed, matters and thing whatsoever for the further and more perfectly assuring the property hereby these presents at the cost and expenses of the purchaser herein

THAT the Vendor further covenant with purchaser herein that if any rectification or in any other relevant paper then the Vendor can execute and perfect all matters and thing whatsoever required for further better and more perfectly assuring the said property sold to the purchaser by these present at the cost and request of the purchaser herein .

THE SCHEDULE ABOVE REFERRED TO

Section 13(2) of the Panchayat Act
ALL THAT piece and parcel of ^{Bil.} Salt land measuring 2 cottahs, 4 chittak, 3 sq.ft. i.e. 1623 sq.ft., ^{used as pisciculture} laying and situated at Mouza - Mukundapur, J.L.No.-4, R.S.No.12 and 25, Touzi No.-159, ^{R.S.} Khatian No.-103, ^{R.S. 512} Dag No. -17, Pargana - Khaspur, P.S. - Sonarpur, Sub-Registry Office - Sonarpur Under Kheyadah Gram Panchyat , District - 24-Parganas (South) under scheme plot No. APA-30, Mukundapur, Kolkata -700 099 and shown in the Red border as plot together with all legal easement, right and inclusive of existing common passage through the above land for laying Electric line, water pipe line sewer and drain and all other interest of the said land along with path, passage, appurtenant situated thereon the said land is at present used for and the annual rent is as per Government Schedule. Which is butted and bounded as under:-

On the North :- Plot No. APA-31

On the East :- 7.62 Meter Wide Road

On the West :- Plot No. APA-4

On the South :- Plot No. APA-29

R.S. K - 2A to 103, L R K - 227.

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N - Plot no APA 31

S - 25' wide Road.

E - 25' wide Road.

W - Plot no APA 4 & 5.

IN WITNESS WHERE OF the Vendor hereto set and subscribed their respective hands and seals, on the day, month and year first above written.

WITNESSES :-

1) Biswajit Mondal
7/76 Mukunda Bar
KOLKATA - 700099

[Signature]
VENDOR

2) Tarak Nath Dhar
Das Para Mukunda Bar
Kolkata - 700099

[Signature]
PURCHASER

Prepared and Drafted

As per documents and instruction
provided by the Vendor & Purchaser.

[Signature]
Advocate

DEBJIT BANERJEE

Advocate

Regd. No. WB-1152/2000

Alipore, Judges' Court.

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Name... JADABENDRA DUTTA
 Signature... Jadabendra Dutta

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	right hand					

Name... HARADHAN SARKAR
 Signature... Haradhan Sarkar

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Name...
 Signature...

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Name...
 Signature...

SITE PLAN OF PART OF DAG No. 17, OF MOUZA MUKUNDAPUR,
J.L. NO. 4, KHATTIAN No. 103; PLOT No. 30, P.S. SONARPUR;
Dist. 24 PARGANAS (South);

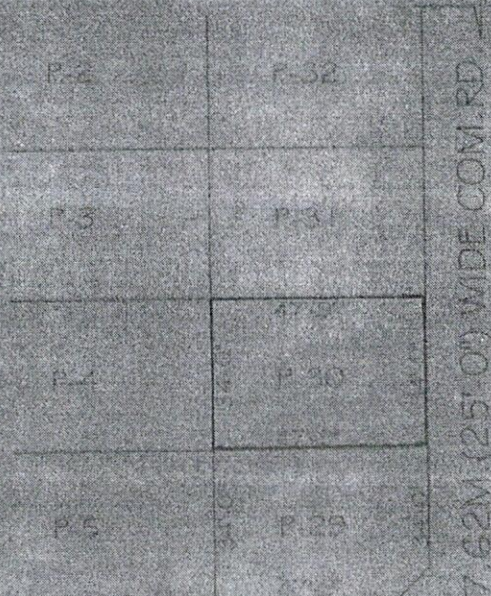
THE SCHEME PLOT NO. 30

AREA OF SOLD LAND: 02KT. 04CH. 03 SFT. (M/L)

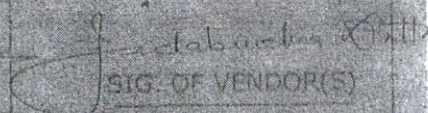
THE PLOT SHOWN BY RED BORDER LINE 

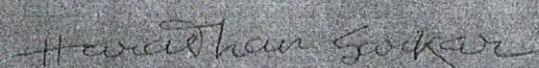
SCALE: 20'-0"=1"

THE PLOT PURCHASED BY: SRI. HARADHAN SARKAR



7.62M (25'-0") WIDE COM. RD.


SIG. OF VENDOR(S)


SIG. OF PURCHASER

DRAWN BY: -
Bibhuti Das (D.C.E.)

MEMO OF CONSIDERATION

RECEIVED Rs. 3,38,125/= (Rupees Three Lakhs Thirty Eight Thousand & One hundred Twenty five only) from SRI HARADHAN SARKAR above named purchaser in respect of the Schedule Property herein above stated as a full and final Settlement.

Received Rs 3,38,125/- (Three lacs thirty eight thousand one hundred twenty five only) vide Pay order no. 017124 dtd 30/02/2006 on United Bank of India, Royal Exchange Branch, Kolkata - 700001

I say, I received the above stated money of Rs. 3,38,125/= (Rupees Three Lakhs Thirty Eight Thousand One hundred Twenty five only) in the above stated manner.

J. S. Dabunde Smt.

WITNESSES :-

1) *Borin Mondal*
7/76 Mukunda Pur
KOLKATA - 700099

2) *Tanuk Nath Sharma.*
Dad Para mukunda pur
Kolkata - 700099