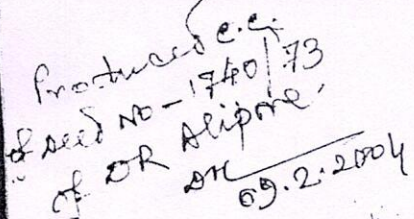


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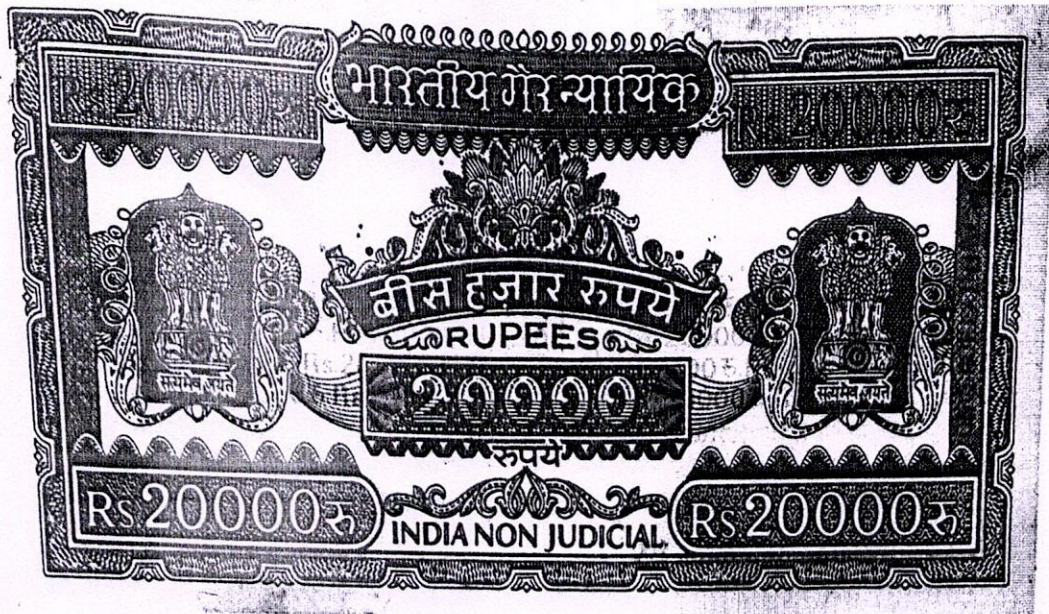
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THIS DEED OF SALE made this the 9th day of ~~June~~
2004 BETWEEN SRI ASHOKE KUMAR ROYCHOWDHURY, son of late
Keshab Chandra Roy Chowdhury, residing at 39/4, Narayan Roy
Road, Barisha, Kolkata-700 008, P.S. Thakurpukur, hereinafter

called....

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-2-

called the 'VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART A N D (1) SMT. CHANDANA HALDER, wife of Samir Halder, residing at 39/5/3, Narayan Roy Road, P.S. Thakurpukur, Kolkata- 700 008, and

(2).....

y



- 3 -

(2) SRI PATIT PABAN BANERJEE, son of Sri Gopal Banerjee, residing at 32, Narayan Roy Road, P.S. Thakurpukur, Kolkata-700 008, hereinafter called the 'PURCHASERS' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART :

contd...

WHEREAS originally Mr.Hari Charan Roychowdhury @ Anil Kumar Roychowdhury and Sri Sadhan Chandra Roy Chowdhury both sons of late Akinchan Roy Chowdhury jointly seized and possessed of or otherwise well and sufficiently entitled to all that a piece or parcel of land measuring more or less 76 decimals situated at Mouza Paschim Barisha, J.L.No.19,R.S.No.43,Touzi Nos. 1-6 8-10,12-16,under khatian No.268,and 918 appertaining to Dag No.634, 635, 634/840.

AND WHEREAS the said Mr.Hari Charan Roychowdhury and Sri Sadhan Chandra Roychowdhury while jointly possessed the said property faced difficulties and decided to partition their said property and thereafter by a registered deed of partition dated 16.5.1952 partitioned their aforesaid property by metes and bounds.The said deed of partition was registered in the office of the Sub-Registrar at Alipore and entered in Book No.1,Volume No.60,pages 86 to 90, Being No.3221, for the year 1952.

AND WHEREAS by virtue of the said deed of partition the said Mr.Hari Charan Roy Chowdhury @ Anil Kumar Roy Chowdhury obtained 13 cottahs 6 chittacks 28 sq.ft.of land shown by Orange verges and marked by Lot 'A' in the plan annexed with the said deed of partition and described in schedule 'Kha' in the said deed of partition.

AND WHEREAS after obtaining the aforesaid property while the said Hari Charan Roy Chowdhury alias Anil Kumar Roychowdhury was in possession and enjoyment of the property,

contd...

he transferred some lands from his entire property by way of sale and gift and retained 9 cottahs 3 chittacks of land in his possession.

Ashoke Kumar Roychowdhury.

AND WHEREAS the said Hari Charan Roychowdhury alias Anil Kumar Roychowdhury while was in possession and enjoyment of the said 9 cottahs ^{03 ch.} of land he executed a deed of Family Settlement on 6th, April, 1973 in respect of his 9 cottahs 3 chittacks of land in favour of his three grand sons viz. Sri Ashoke Kumar Roychowdhury, Arun Kumar Roychowdhury both sons of Keshab Chandra Roychowdhury and Sri Subrata Roychowdhury son of Monimohan Roychowdhury. The said deed of Family Settlement was registered in the office of District Registrar Alipore and entered in Book No. 1, Volume No. 73, pages 46 to 50, Being No. 1740.

AND WHEREAS by virtue of the said deed of Family Settlement the said Ashok Kumar Roychowdhury obtained all that a demarcated piece or parcel of land measuring more or less 3 cottahs 1 chittacks from the eastern side out of the ~~x~~ land measuring 9 cottahs 3 chittacks. The said pieces of land is situated in Mouza Paschim Barisha, under Khatian Nos. 226, 918, appertaining to Dag no. 634, 634/840, within the limits of the then South Suburban Municipality and numbered as premises no. 39/4, Narayan Roy Road.

AND WHEREAS the remaining portion of 6 cottahs 2 chittacks of land was given by the said Hari Charan

contd...

Roychowdhury @ Anil Kr. Roychowdhury in favour of his other two grand sons by the said deed of Settlement.

AND WHEREAS the said Hari Charan Roychowdhury @ Anil Kumar Roychowdhury died on 2nd, December, 1979 and according to the direction of the said deed of family settlement the said Mr. Ashoke Kr. Roy Chowdhury and his two others brothers became the owners of respective plots of land as owners thereof.

AND WHEREAS the vendor duly mutated his name in the records of the K.M.C. and is seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute owners thereof and the said property has been newly numbered as municipal premises no. 156, Narayan Roy Road, P. S. Thakurpukur, Kolkata-700 008.

AND WHEREAS being in need of money the vendor decided to sell his said 3 cottahs 1 chittack of land and according to the direction of the said deed of family settlement the vendors served notice to his other two brothers asking them for purchasing his plot of land according to the market price. The said notices was duly received by his two brothers but did not give any reply nor showed any intention to purchase the property of the vendor within the time as mentioned in the said letters of thereafter upto this date.

AND WHEREAS the purchasers being aware of the said proclamation approached the vendor and offered a price of Rs. 4,50,000/- (Rupees four lacs fifty thousand) only for purchasing the said property which the vendor has accepted considering the same as the highest marketable price.

AND WHEREAS the vendor is agreed for $\varnothing$ absolute sale and the purchasers are agreed to purchase of all that a piece or parcel of land measuring more or less 3 cottahs 1 chittacks together with a R.T.shed room measuring 100 sq.ft.situate and lying at Mouza Paschim Barisha, J.L.No.19, R.S.No.43, under khatian No.268, and 918, appertaining to Dag No.634, 634/840, within the limits of the Kolkata Municipal Corporation, S.S.unit and is known and numbered as municipal premises no.156, Narayan Roy Road, P.s.Thakurpukur, Kolkata-700 008, under ward No.125, hereinafter called the said property and morefully described in the schedule hereunder below.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.4,50,000/- (Rupees four lacs fifty thousand) only to the vendor paid by the purchasers on or before the execution of these present (the receipt whereof the vendor doth hereby acknowledge and of and from the same and every part thereof) hereby release the purchasers as also the said property and hereby sold the vendor doth hereby sell, grant, convey, and transfer part thereof described in the schedule hereunder written OR HOWSOEVER OTHERWISE the said property hereditaments and any and every part thereof which now are or is or heretofore were or was situated tenanted butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all yards, courts, aress, sewer, drains, ways, paths, passages, common fences, rights, liberties, privileges, easements and appurtenances whatsoever to the said property hereditaments

belonging or in anywise appertaining to usually held or enjoyed therein or reputed to belong or to be appurtenant thereto And all the estates, rights, title, interest claim and demand whatsoever of the said vendor into or upon the said property hereditaments or any part thereof together with the muniments of title whatever in anywise relating to or concerning the said property hereditaments or any part thereof which now or hereafter shall or may be in the possession power control of the vendor TO HAVE AND TO HOLD the said property hereditaments hereby sold, granted, conveyed and assigned and assured or expressed or intended so to be together with unfettered right, title and interest to sell, gift, lease, mortgage, let out or to transfer or alienate the said property or part of it in any manner whatsoever according to their sweet will and to receive all earnest money, consideration money UNTO AND TO THE USE of the purchasers absolutely that notwithstanding any act deed or thing by the vendor or by any of predecessor in interest done execute or knowingly suffered to the contrary they the said vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner of condition or trust or otherwise whatsoever to alter defeat encumber or make void and that notwithstanding any such acts, deeds, or thing whatsoever as aforesaid the vendor hath now in himself good right and full power to grant and sell the said property hereditaments hereby sold granted and conveyed or expressed or intended to be unto

and to the use of the purchasers in the manner aforesaid and the purchasers and their respective heirs, executors, administrators, representatives and assigns shall and may at times hereafter peaceably and quietly possess and enjoy the said property hereditaments and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for him or from or under any of his predecessor in title and that free and clear and clearly and absolutely discharge saved harmless and kept indemnified against all estates and encumbrances created the vendor and further that the vendor and all persons having lawfully or equitably claiming any estate or interest in the said property hereditaments or any of them or any part thereof from under or in trust for the vendor or under any of his predecessor in title and will from time to time and at all times hereafter at the request and costs of the purchasers do and execute or cause to be done or executed all such acts and deed and things whatsoever for further and more perfectly assuring the said property hereditaments in the manner aforesaid as shall or may be reasonably required. And that the vendor shall always be liable to pay all taxes etc. for the said property upto the execution and registration of this deed.

SCHEDULE OF LAND

ALL THAT piece or parcel of land measuring more or less 3 cottahs 1 chittack together with R.T. shed structure standing in a portion thereon measuring more or less 100 sq. ft. situate and lying at Mouza Paschim Barisha, J.L.no. 19, R.S.No. 43, under Khatian No. 268 and 918, appertaining to Dag Nos. 634, 634/840,

within the limits of the Kolkata Municipal Corporation, S.S. Unit, known and numbered as municipal premises no.156, Narayan Roy Road, P.s. Thakurpukur, Kolkata-700 008, under ward No.125, together with all easement rights and appurtenances both over and underneath of all roads and passages for taking water line, electric line, gas line, telephone, line etc and the said property is shown by the RED verges in the plan annexed with this deed and the said plan will be treated as part of this deed, the said property is butted and bounded by -

On the North : House of Samir Halder, 39/5/3, Narayan Roy Road and vated land of Harekrishna Kundu.

On the South : House of Arun Kr. Roychowdhury, 39/5/5, Narayan Roy Road, Kolkata-700008.

On the East : Some portion vacant land of house of Sukumar Mukherjee.

On the West : C.M.C. Road (Narayan Roy Road).

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED
In presence of -

Ashoke Kumar Roy Chowdhury

1. Subir Matilal

5/ Brikshin Behra, cat. 61

(Vendor)

2. Samir Halder

39/5/3, Narayan Roy Road
Barisha, Kol-700008

Atit Babu Banerjee
Chandana Halder

(Purchasers)

Received of and from the within named purchasers the within mentioned sum of Rs.4,50,000/- (Rupees four lacs fifty thousand) only towards the full consideration money of this deed.

Witnesses :

1. Subir Mallick

Ashoke Kumar Roy Chowdhury.
(Vendor)

5/ Dinkshin Behala cat-61.

2. Samir Haldar
39/5/3, Narayan Ray Road
Barisha, Kol-700008

Drafted by :

Ashu Kumar Chandra
Advocate,
Judges' Court, Kol-27.

Typed by :

Shahriar
Shahriar,
Judges' Court, Kol-27.

PLAN FOR SRI. PATIT PABAN BANERJEE AND
CHANDANA HALDER. AT PRE. NO.: - 156, NARAYAN ROY

DAG. NO.: - 634, 634/840, KHATIAN NO.: - 268.

918 MOUZA PASCHIM BARISHA P.S. THAKUR PUKUR
DIST. SOUTH 24 PARGANAS

WARD NO.: - 125, BR. NO.: - 14.

AREA OF LAND = 3K. - 1CH. - 0SQ. FT.

Anil Kumar Roychowdhury
DEPUTY COMMISSIONER

Alcalde Municipal Corporation
N. 123 (1)

LAND OF
ANIL KUMAR ROYCHOWDHURY



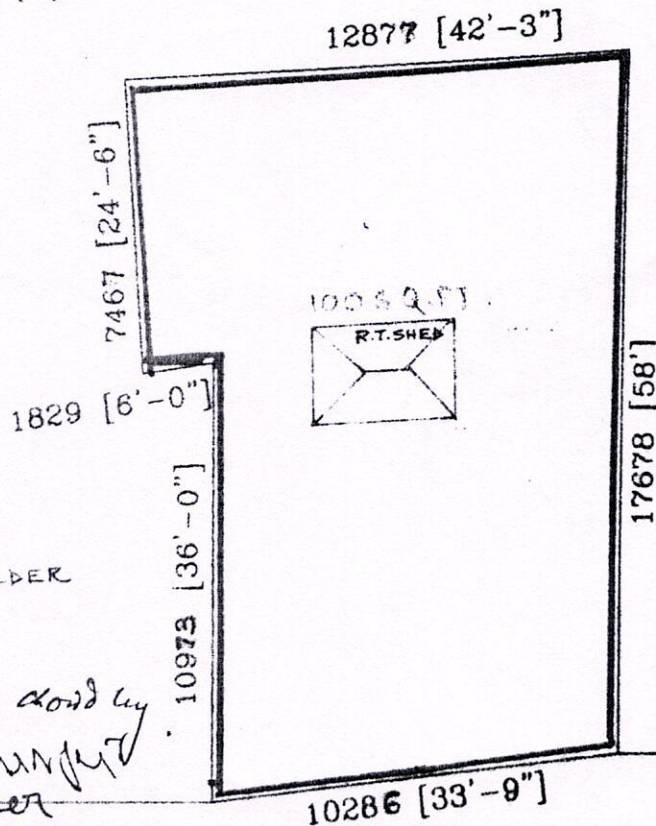
NORTH

SCALE - 1:200

VESTED LAND

HOUSE OF
SAMIR HALDER

HOUSE OF
ARUN KUMAR
ROYCHOWDHURY.



Ashoke Kumar Roy Chowdhury
Patit Paban Banerjee
Chandana Halder

[22'-5"] 6.845 M. WD. NARAYAN ROY ROAD.