

02CC 234175

Admissible under Form Rule 21 duly stamped under the Indian Stamp Act 1899 as amended by Act III of 1952 & section 32 (i) of the Calcutta Improvement Act 1911 schedule

IA..... 2344

Stamp duty paid under the Indian Stamp Act, 1899 of Amended in 1954 Rs.....

Additional duty paid under the Calcutta Improvement Act-1911 Rs.....

Total Rs.....

A: 32890

B 70

H 280

M 40

Dist. Sub-Registrar III
Alipore, South 24 Parganas

21/2/03

33280

Dist. Sub-Registrar III
Alipore, South 24 Parganas

26/2/03

D. S. D Rs.....

vide D D. No.....

Dated.....

D. A. Rs.....

D. S. R - III

2 Pgs. (S)

DEED OF SALE

THIS INDENTURE made on this the 26th Day of July, 2002

(Two Thousand Two)

BETWEEN:

SRI DILIP BANERJEE, Son of Pannalal Banerjee, by religion - Hindu, by occupation - Service, residing at 150/8/1, Beliaghata Main Road, Kolkata - 700 010, P.S. Beliaghata, hereinafter referred to

Contd.P/2

Sl. No. 6002(6) dt 24/7/02
 Sold to Sri Smt. N. Sata Adv
 Address Alipore
 Rs 20000/-
 Stamp Clerk,
 Alipore Treasury, South 24 Pgs.



6002(6) 20000/-
 1.52 A.M. 19.07.02 10/-
 24010/- R (Twenty four thousand & ten only)

Dilip Banerjee
 Dist. Sub-Registrar III
 Alipore, South 24 Parganas
 26.7.02

Dilip Banerjee
 Name Pannalal Banerjee
 S/o. W/o. D/o. Belachhat
 of 150/18/1 Belachhat
 Main m. Cot-10
 Dist South 24 Parganas
 by Caste Hindu/Muslim.
 by Profession Secm

✓ Dilip Banerjee



6674

✓ Dilip Banerjee

Parimal Sarkar.
 S/o Nirmal Sarkar.
 S/o/19 Alakan do Par
 Kalkatha - 99.
 Business.

Part mal. Lama

Name Part mal. Lama
 S/o. W/o. D/o. Nirmal Sarkar
 of 6/18/11/1 Markham
 Dist South 24 Parganas
 by Caste Hindu/Muslim.
 by Profession Dharm

Dist. Sub-Registrar III
 Alipore, South 24 Parganas
 26.7.02



(2)

as the **"VENDOR"** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and assigns) of the **"ONE PART"**:

AND

SRI SADHAN CHANDRA DEY, Son of Late Panchanan Dey, by religion – Hindu, by occupation – Retired Person, residing at 189C/1A, B.B. Chatterjee Road, Kolkata – 700 042, P.S. Kasba, hereinafter referred to as the **"PURCHASER"** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and assigns) of the **"OTHER PART"**:

Contd.P/3



(4)

AND WHEREAS after such purchase the said Co – operative society recorded its name with the office of the J.L.R.O. Behala by order under Memo No. 2086, 2087 and 2089, dated 6.6.1980 as absolute owner of all that the said landed properties and has in physical possession over the same free from all encumbrances.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members of the Society effected improvements thereon by filling earth and making the same of uniform level laid out roads passage and prepared a scheme plot divided the area into several plots of different measuring.

Contd.P/5



(5)

AND WHEREAS the Vendor herein being member of the said Co – operative society has been allotted the Scheme plot No. 18, Phase – I, measuring 3(three) cottahs more or less and subsequently transferred the said plot in favour of the Vendor herein by a registered deed of Conveyance, in the year 1988 the said deed was registered in the office of the D.R. at Alipore, recorded as in Book – I, Being no. 10756 for the year 1986.

Contd.P/6

10Rs.



(6)

AND WHEREAS by virtue of the said purchase the Vendor herein became the absolute owner of the said plot and recorded his name with the records of the Kolkata Municipal Corporation wherein the said particular plot has been recorded as Premises No. 1877, Nayabad within K.M.C. ward No. 109 and is in physical possession over the same free from all encumbrances.

Contd.P/7

(7)

AND WHEREAS at present the Vendor herein has decided to dispose of the said plot due to urgent financial stringency at or for a total price of Rs. 3.00,000/- (Rupees three Lakhs) only and knowing the same the Purchaser herein proposed the Vendor herein to sell the said plot in his favour at or for the said price as fixed by the Vendor and the Vendor herein has agreed with the proposal of the Purchaser and received a sum of Rs. 3.00,000/- (Rupees three Lakhs) only as per memo of consideration written hereunder the Vendor herein execute this deed as under.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement made by and between the vendor and the Purchaser herein and in consideration of a sum of Rs. 3.00,000/- (Rupees three Lakhs) only paid by the purchaser herein to the vendor, the Vendor **DOETH** hereby admit and acknowledge of and from the payment of the same and forever release, acquit, exonerate and discharge the Purchaser as well as the land measuring 3(three) Cottahs 0(zero) Chittaks 0(zero) Sq.ft. be the same a little more or less with structure thereon particularly and morefully described in the Schedule hereunder, the Vendor **DOETH** hereby grant, convey, sell, transfer, assign and assure absolutely **UNTO** the Purchaser **ALL THAT** the said property particularly mentioned in the Schedule written hereunder **TOGETHER WITH** the right of passage, if any, easements, advantages, liberties, rights privileges appertaining thereof belonging to the estate, right, title, interest, claim and demand whatsoever the vendor **UNTO** and upon the said land with structure **TO HAVE AND TO HOLD** the same **UNTO** the Purchaser and forever absolutely free from all encumbrances, trusts liens, lispendencies, attachments, claims

Contd.P/8

(8)

and demands whatsoever the property thus purchased by the purchaser having particularly set forth in the Schedule **AND** the purchaser shall have right to use and occupy the same and also shall have the right to sell, convey, transfer, gift, lease, mortgage or dispose of the same in any manner whatsoever of the said property.

THAT the Vendor **DOETH** hereby covenant with the Purchaser as follows: -

NOTWITHSTANDING anything hereto before done or suffered to the contrary the vendor has good and absolute authority to grant, sell, convey, transfer, assign, assure the said property free from all encumbrances, charges liens, lispendences, demands and claims whatsoever and that the vendor has not done or knowingly suffered anything where the said property may be encumbered effected to impeach in estate title or otherwise.

THAT the vendor shall and will at all times indemnify and keep indemnified and keep harmless the purchaser against all claims and demands whatsoever in respect of the said property hereby sold or conveyed.

THAT the vendor has not concealed or expressed any material defects in title.

(9)

AND THAT the Purchaser shall henceforth peacefully and quietly hold, possess and enjoy the rents, issues and profits desirably out of the said property without any hindrances, interruption or disturbances from or by the Vendor or by any other person or persons claiming through in trust for the vendor.

THAT all the taxes of KMC and other impositions of said Co - Operative payable in respect of the said property UNTO the date of these presents have been fully paid by the vendor and if any portion of such be found to have been remain unpaid for the period UNTO the date hereof the same shall be decreed to be the liability of the vendor and realizable from the vendor.

THAT the vendor shall at all times do and execute at the costs and expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for the better or further accepting and assuring the conveyance hereby sold and conveyed. The vendor has delivered all the original title deeds to the Purchaser.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land measuring 3(three) Cottahs 0(zero) Chittaks 0(zero) Sq.ft. be the same a little more or less comprised R.S. Dag No. 132 (P) appertaining to Khatian No. 101 of Mouza - Nayabad, ^{P.S. Purba Jadavpore} J.L. No. 25, R.S. No. 3 being its scheme plot No. 18 having K.M.C. Premises No. 1877 Nayabad, within K.M.C. Ward No. 109 particularly shown in the attached site plan marked **RED** which is part of this deed

Contd.P/10

(10)

butted and bounded by

ON THE NORTH: Scheme Plot No. 17.

ON THE SOUTH: Scheme Plot No. 19.

ON THE EAST: 40 Ft. Wide proposed Road.

ON THE WEST: Part of Scheme Plot no. 10 & 11.

The document delivered by the Vendor

1) Original Title Deed Being No. 10756

2) All Original Tax Bill of K.M.C.

3) Original mutation Certificate.

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

IN PRESENCE OF:

1. J. S. D. S. S. S.
2. J. S. D. S. S. S.
Notary 27

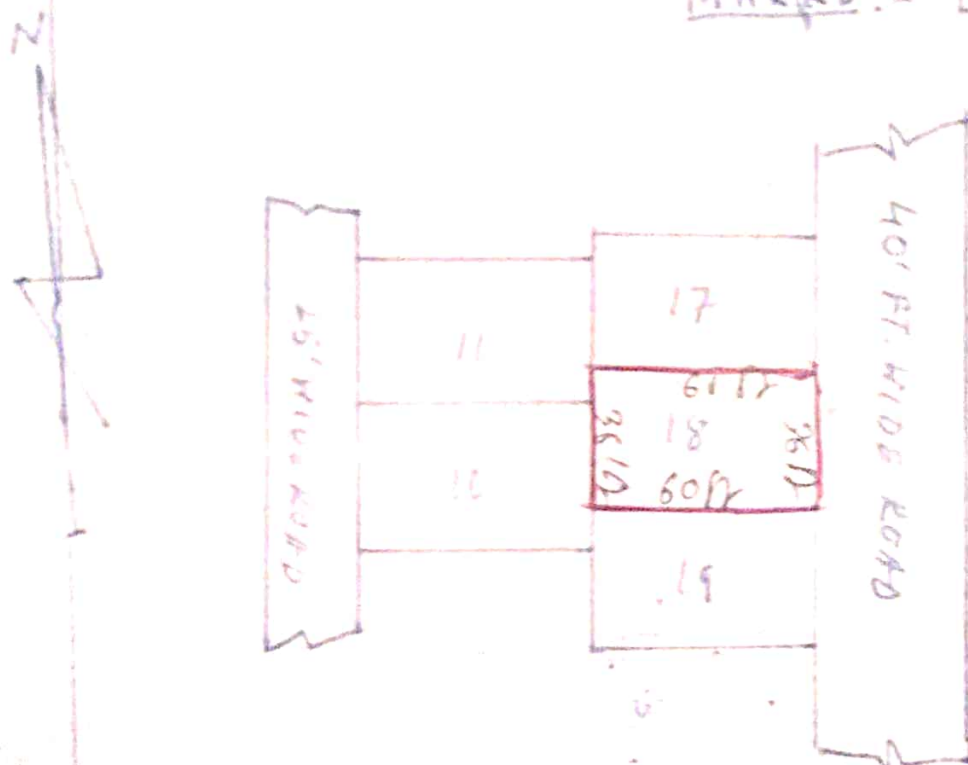
3. J. S. D. S. S. S.
Notary 27

[Signature]
Signature of the Vendor

Contd. 2/11

SITE PLAN OF PLOT NO 18 OF JADAVPUR CO-
 OPERATIVE LAND AND HOUSING SOCIETY LTD.
 1100TH - NAYABAD T.L. NO-25, R.S. DAB
 NO-132 (P) KARTIKA RD 101 RS.
 PURBA JADAVPUR. LAND MARK OR
 LESS 3 K. 0 CH. 0-50 FT.

MARK:- 



Atulip Banerjee

SING. OF PURCHASER.

DRAWN BY:

B. Sankar.

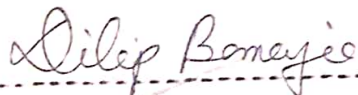
(11)

MEMO OF CONSIDERATION

RECEIVED on and from the above-mentioned purchaser the sum of Rs.3,00,000/- (Rupees Three Lakhs) only by Bank Draft No. '019760' drawn on U.T.I. Bank Ltd., Golpark Branch.

WITNESSES :

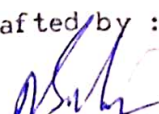
1. Nitish Saha
53, Garfa Main Rd.
Kolkata 70



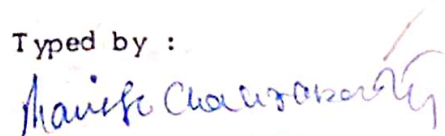
Signature of the Vendor.

2. Dilip Kr. Boddin
Alipore Police Court
Cat-27

Drafted by :


NITISH SAHA
Advocate.
53, Garfa Main Road,
Kolkata - 700075.

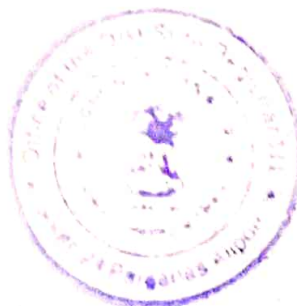
Typed by :


MANISH CHAKRABORTY
53, Garfa Main Road,
Kolkata - 700075.



Dist. Sub-Registrar III
Alipore, South 24 Parganas

16.7.2002



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Page No. 223
Being No. 1334
For the year 2003

Dist. Sub-Registrar III
Alipore, South 24 Parganas
21-2-03