

Admissible under Tale 21, and Also under Norman 23. Of Mr. P. and Tenninev Act Stuly not require scamp duty under the Indian Stamp Act, 1899 Schedule I. A. No...... 23

Fee paid as under in cash

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DEED OF SALE.

THIS DEED OF SALE made this 9th day of June, 1964 BETWEEN (1) Sri Ashoke Kumar Pal, (2) Sri Ajit Kumar Pal, sons of Late Panchu Gopal Pal, (3) Sm. Arati Pal, wife of Sri Samir Kumar Pal, (4) Sm. Provabati Pal, wife of Late Panchugopal Pal of Kotrung, P.S. Uttarpara, District Hooghly, by caste Hindu, by profession landholder, hersinafter called the VENDORS (which expression shall unless repugnant or contrary to the context of subject mean and include their heirs executors administrators, assigns and legal representatives and successors in interest), of the ONE PART AND (1) Sri Vijay Kumar Shaw, son of Sri Kesto Lal Shaw of 4B, Mahendra Srimani Street, Calcutta, (2) Sri Bechu Ram Shaw,

(contd.2) ..

83 82.6.64 A 743/- ~ 57 time): sold to Stiss Shib Sankar Joycaow Amily Service St. Cel. Brellis Stoma C 4464 Sub-Treasu 1. SERAMPORE Pohole Kuman Rd. Presented for registration at ......A.M /Ant, on the ......... Stampore Sub Registery office. Pol on f the exceulant Claimants Problemati Pal lotof June of June in N. Asold Ba with some Sunty Sunty CONFIRM SHEET DANS ON 10 LICE District Honghly by easte...... 5978 Printegration ..... Beingalling 3+N Hamman. Pohoke Krumer Pel. apprehensed als But the will were BE THE MENT OF THE PROPERTY OF 10 District Heaghly by easte...... Profession .. ......... Male Colom Bah - Registrus, Presence by the Comme komga n Arali Pal.



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son of Sri Jugdeo Ram Shaw of 58, Kailash Bose Street, Calcutta, (3) Sri Shiv Sankar Jaiswal, son of Sri Lochan Ram Jaiswal, of 7, Simla Street, Calcutta, all by profession business, by caste Hindu, hereinafter called the Purchasers (which expression shall unless repugnant or contrary to context of subject, mean and include their heirs, executors administrators assigns and legal representatives) of the OTHER PART.

WHEREAS the father of Vendors' 1 to 3 and husband of Vendor 4 Late Panchugopal Pal, son of Late Abinash Chandra Pal was possessed of the properties mentioned in the schedule below by way inheritance and purchases and from different persons and whereas the said Panchugopal Pal died intestate in the year 1956 leaving behind him surviving the said vendors his 2 sons, one daughter and wife as his heirs and legal representatives in equipheres. AND WHEREAS the said Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to and absolutely free from any encumbrances in the lands and properties fully described in this schedule below and intended be hereby conveyed and transferred, AND WHEREAS the Vendors have

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agreed to sell to the purchasers by an agreement for the absolute sale to them all the lands and hereditaments and the inheritance thereof, more fully described in the Schedule below and depicted in the plan annexed herewith, in possession free from all encumbrances at the price of & 32,080.50nP. (Rupees Thirty-two thousand and eighty and fifty Naya Paise) only out of which a sum of £.1,001.00 (Rupees One thousand and One) only as earnest money have already been accepted by the Vendors the receipt of which the Vendors hereby admit and acknowledge.

Now this deed of sale witnesseth that in pursuance of the said agreement and in consideration of the said sum of E. 32,080.50nF (Rupees Thirty-two thousand eighty & fifty N.P.) paid by the purchasers to the Vendors, in full, on or before the execution of these presents, (the receipt whereof the Vendors do nereby admit and acknowledge,) each of the said Vendors, as absolute owner, transfer and convey unpo the said purchasers by way of sale all those pieces and parcels of revenue paying lands tenaments and heroditaments together with the fruit-bearing trees as per plan annexed hereunto and thereon shown with boundaries coloured RED and specially described in the schedule below of this Deed, together with all yards, areas, trees, sewers, drains, waterways, paths, passages, rights, liberties, privilages, easements, appurtenances whatsoever to the said lands belonging or in any way appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto free from all

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vendors do hereby covenant with the purchasers and declare (1) that they have not in any way encumbered the properties and lands purported to be conveyed by this deed of sale and (2) that the said purchasers shall and may at all times peaceably, and quietly possess and enjoy the said lands and properties without any interruption, claim or demand whatsoever from or by the said vendors or any person or persons lawfully or equitably claiming from or under or in trust for them, (3) that the said vendors shall and will and for all times to come at the request of the said purchasers do or execute or caused to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the title of the purchasers to the said properties or any part thereof.

The said Vendors hereby further covenants with the said purchasers that the said properties or any part thereof or any interest therein, have or has not vested in and/or is not acquired and/or requisitioned by the State of West Bengal under West Bengal Estate Acquisition Act, 1953 or any statutory modification thereof or any other enactment in force for the time being for the compulsory acquisition and requisition of the immoveable property in West Bengal and any interest therein and the Vendors are now absolutely seized and possessed of or otherwise sufficiently entitled to and in undisturbed khas possession of the

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said properties. Be it declared further that if in future it transpires that the property or any part of it hereby sold, is not free from all encumbrances, as herein before stated by the Vendors or the purchasers are deprived of the whole or any part of the property hereby sold by reason of any defect found in the title of the Vendors or any encumbrances or charge on the same to which this sale is not subject, the Vendors will be legally liable to the purchasers and will be bound to indemnify the purchasers and make good any loss sustained by them and also to return back whole of the purchase money taken and accepted by vendors hereunder by way of damages.

Be it is also declared that the interest hereby transferred subsists and Vendors have absolute power to sell the same. The Documents of title specified in the schedule 'B' hereto have been delivered to the purchasers.

In witness whereof the said Vendors do hereunto subscribe their hands and seals this day, month and the year mentioned at the outset.

## SCHEDULE OF PROPERTIES

All that pieces or parcels of revenue paying lands and hereditament containing by measurement 2 (Two) bighas 13(Thirteen) Kathas 7(Seven) Chitcaks and 21 (Twenty-one) Sq.ft. of land (contd.6)

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SERAMFORE

Sab-Registrate, July

within Kotrung Municipality, Holding No.59-K, G.T.Road, within Mouza Kotrung, P.S. Uttarpara, Dist. Hooghly, recorded in Revisional Settlement Record of Rights as follows:

- (Sixteen hundred and twenty-seven), and 1626 (Sixteen hundred and twenty-seven), and 1626 (Sixteen hundred and twenty-six), description of land Danga and Doba respectively and measuring .125 (one hundred and twenty-five and .96 (Ninety-six) respectively, annual rent B.4.25 payable to the Collector, Hooghly, Dakhalkar right, Touxi 171.
- 2) Khatian No. 145 (One hundred forty-five), Plot No. 1668 (One thousand six hundred and sixty-three), description of land Danga, measuring .111 (one hundred and slevent decimals, annual rent of b. 2.16np. payable to the Collector, Hoogaly.
- (One thousand six hundred twenty-seven bata Two thousand one hundred sixteen, description of land Danga, measuring .214 (two hundred fourteen) decimals, annual rent of b.2/-/payable to the Collector, Hooghly.
  - R.S.Khatian Nos2297 (Two thousand two hundred ninety-seven)

    Plot No. 1665 (One thousand six hundred sixty-five) description
    of land Danga, measuring .218 (two hundred eighteen)
    decimal, and plot No. 1662 (One thousand six hundred sixty-two
    bata two thousand one hundred seventeen) description Danga
    land, measuring .80 (eighty) decimals, and Plot No. 1662
    (One thousand six hundred sixty-two) description Danga land,
    measuring .40 (forty) decimals.

    Total area 2 (two) bighas, 13(thirteen)/chittaks, 21(twentyone) sq.ft. only .884 (eight hundred & eighty-four)
    decimals, be it more or less, more particularly delineated on
    the plan annexed hereunto and shown thereon with its

boundaries coloured red, situated on the western side of

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G.T. Road.

Butted and bounded on the north by C.S. Plot No. 1660, 1661, 1664, 1628 and 1629.

On the East by G.T.Road, .......301-6

On the south by rest portion of Plot No. 1662

and by rest of portion of plot No. 1662.

On the West by C.S. Plot 1622 and 1625......1161-0"ft. North to south.

Annual rent for Khatian No. 2297 samil khatian 12 is & 3.76nP. Payable to the Collector, Hooghly, the right in all the above plots is permanent Dakhalkar at fixed rate of rent within Touzi No. 118, with all rights to mines, quaries of metals, minerals stones and other substances that are, or shall or may be Bound in or upon the said lands with full power and liberty to search for, dig, take and carry away the same and to make any construc--tions, buildings etc. for any purpose what soever.

## Memo of consideration.

for \$.100/- each is. 31,000. G.C. Notes No. 310 for k. 10/- each k. G.C. Notes No. 50nP Coin .50nP.

Received the consideration from the purchasers &. 32,080.50np. Less paid as earnest money

Recieved Total

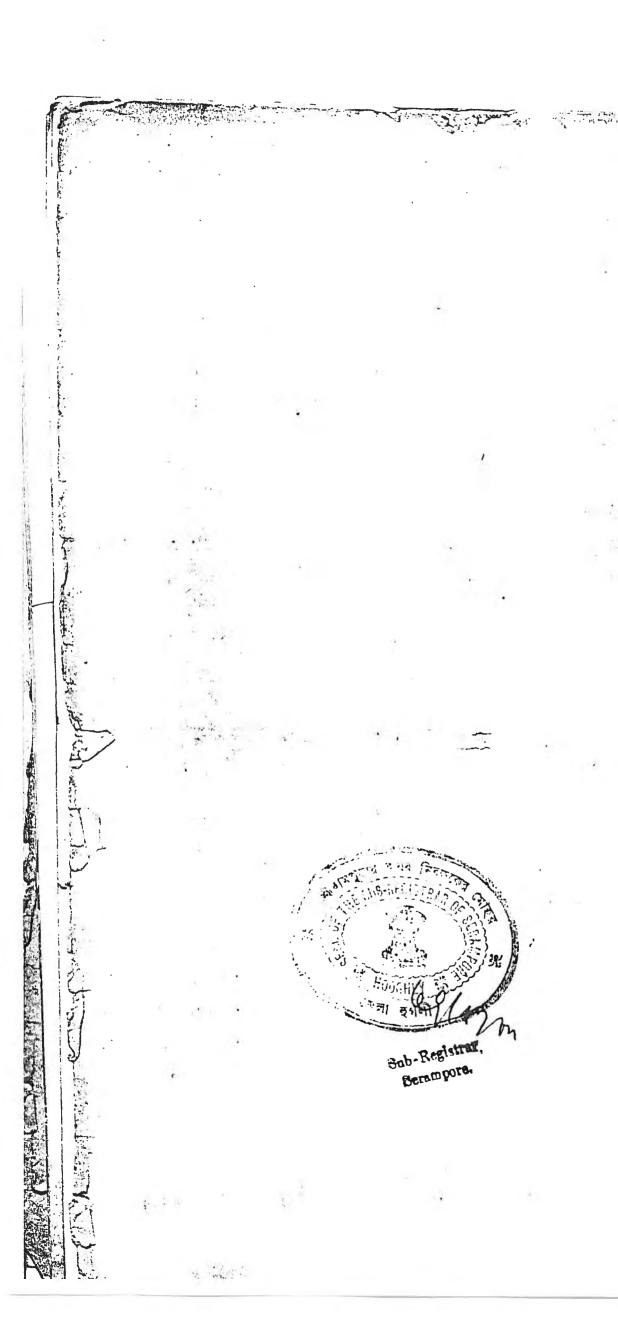
(Rupees Thirty-one thousand and seventy-nine and fifty naya pai

Signature of Vendors.

signature of witnesses :-

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- 1) Hshoke Kumar Pal.
- 2) Ajit kumantal. 3) Etszal apom-
- 4) Arati Pal



Signature of Vendors.

- 1) Ashoke Kumar Pal.
- 2) Ajit Cumartal (3)
- Arati Pal

## Memo of Documents delivered

- Sale deed in favour of Panchugopal Pal executed by Sm. Fatema Khatun Bibi and others dated 30.4.50. unregistered
- Sale deed executed by Purna Chandra Bairi in favour of Panchugopal Pal dated 1.11.1941 registered.
- 3). Sale deed executed by Sm. Hiron Bibi in favour of Panchugopal Pal dt. 6.11.1942. registered.
- 4) to Sale deed executed by Kersat, All in Tarour of Panchuge Pal dt. 14.4.43. registered.
- Sale deed executed by Sk. Hormat All and others in favour of Panchugopal Pal dt. 28.3.44.
- Municipal Tax receipt No. 2.
- Rent receipts from Govt. No.4. 7)
- Settlement Khatian No.12, 15, 16 and 2297, 623, 145, 143. 8)

Signature of Vendors.

- 1) Ashoke Kumar Pal. 2) Ajit leumertal.
- 3) of strolotent 4) He at bal (4)

Typed by:
Mohadel Dw.
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