

THIS DEED OF SALE made this the 1970 day of December One Thousand Nine Hundred And Ninety-Four PETYMENT SMT. HASHI GHOSH, wife of Late Ramesh Chandra Chot', by Religion Hindu, by Occupation House hold Chot', by Religion Hindu, by Occupation House hold Chot', residing at 5/31, Netaji Nagar, P.S. Jadavpur, Calcutta - 700 040, hereinafter referred to as the 'VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators and assigns) of the 'ONE PART';



resented for Regulation 11-40 A.M /PM on the... 13/4 Des of Delemober 1994. the Sadne Registration Office Alipane South 24. Pargunas by Hus 41 ghush Name Har Shi ghash Brockwat / Climent as one of the Executant / Climents of Atterney for Executant / Chiment under Power of attorney No..... of 19....authenticated by the Registres of ......

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S/O. W/O. D/O CM HE SAN CAN AN SAN CAN Dist. Sou h 24 Parganas Casta Hinda/Madia by Caste Hindn/Masin by Profession ......

Bistrict Sub-Registrar-Sorth 2 . Towns, Alipora

13-12-99

Lalan Sarkar S/o Sri Chitta ranjon Sarkon 10/42 Netaji Nagar, Col-40 SMT. SUMITRA SAHA, wife of Shri Brindsban Saha, by Religion Hindu, by Occupation Business, residing at 4/48, Netaji Nagar, Calcutta - 700 040, hereinafter referred to as the 'PURCHASER' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the 'OTHER PART' :

## WHEREAS 8-

- A. After the partition of India a large number of resident of former East Pakisthan Crossed over and came to the Territory of the State of West Bengal from time to time due to force of circumstances beyond their control.
- B. A considerable number of such Refugees were compelled by circumstances to use vacant lands in the Urban areas for homestead purposes.
- B. A considerable number of such Refugees were compelled by circumstances to use vacant lands in the Urban areas for homestead purposes.
- D. The Vendor hereto was one of such refugees who had recommon to use and occupy a piece of land particularly described in the Schedule hereunder.
- E. The Government of West Bengal with the intent to rehabilitate the Refugees from East Pakisthan (now Bengladesh) acquired land in C.S. Dag No. 268(P), Mouze Khanpur, in P.S. Jadavpur, in the District of South 24-Parganas, in the Urban Area under the Provision of L.D.P.Act, 1948 including the plot now in occupation of the Vendor hereto.

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- make gift of the said plot of land in favour of the Vendor hereto so as to confer absolute right, title and interest in the said land whereby she has been residing peacefully for a long time morefully described in the Schedule hereunder written.
- G. In consideration hereinbefore mentioned and to provide relief to the Vendor hereto in consideration for her destitute condition the Governor of West Bengal absolutely gave granted and transferred unto the Vendor hereto Smt. Hashi Ghosh ALL THAT piece and parcel of homestead land measuring 3 Cottahs 9 Chittaks in S.P. No. 135, E.P. No. 488 in C.S. Plot No. 268(P) of Mouza Khanpur, J.L. No. 46 at Netaji Nagar Colony, P.S. Jadavpur, in the District of South 24-Parganas, morefully described in the Schedule hereunder written by virtue of a Gift Deed registered on the 3rd. October, 1989 in the Additional District Registrar's Office at Alipore in Book No. I, Volume No.
- H. The said Gift Deed contains the condition not to alienate or transfer in any way the said land in any manner within a period of ten years from the date of the said Gift without obtaining prior written permission of the Government of West Bengal.
  - The Vendor is desirous of making Sale a portion of her plot of land measuring 1 Cottah 9 Chittaks 15 Sq.ft. out of said 3 Cottahs 9 Chittaks of land together with a

delipedated but standing thereon, that is morefully described in the Schedule hereumer written and delineated in the map or plan annexed hereto bordered therein coloured 'RED', to the Purchaser Smt.

Sumitra Saha, absolutely and forever and the Purchaser is agreed to purchase the said land at or for the price of Rs. 65,000/- (Rupees Sixty Five Thousand) only.

- J. The Vendor applied to the Deputy Director ( Development ) R.R. & R. Department, Govt of West Bengal, 10, Camac Street, Calcutta, for getting permission for transfering the said portion of plot in favour of the Purchaser and the said Deputy Director forwarded to the Officer on Special Duty, R.R. & R. Department, Writers' Building Calcutta 700 001, his opinion for grnating said permission and the same forwarded to the Vendor vide memo no. 661/SGC (Trans.) 9/94-95 dated 12.7.1994.
- K. Mr. P.N.Roy, the Joint Secretary, Refugee Relief and Rehabilitation Department, Government of West Bengal, Writers' Buildings, Calcutta - 700 001, finally granted the permission for transferring of or selling the said property in favour of the Purchaser by letter no. 3492-Rehab/2P-235/94, dated 2.12.1994 and the permission was forwarded for information to the Vendor by No. 3492/1(3)-Rehab.

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NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement and in consideration of the said sum of Rs. 65,000/- ( Rupees Sixty Five Thousand ) only paid to the Vendor on or before the execution of these presents being the amount in full of the consideration money payable by the purchaser to the Vendor, the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof release, acquit and discharge the Purchaser and the Schedule in property and every part thereof. The Vendor doth hereby indefeasibly grant, convey, transfer sell, assign and assure unto the Purchaser all that the morefully and particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and therein bordered in RED colour hereinafter referred to as the 'SAID PROPERTY ' OR HOWSOEVER OTHERWISE the said property now or or is or at any time herebefore were or was called, known, numbered, described and distinguished together with all benefits and advantages of ancient and other lights, liberties, easements, privileges and appendages, appertainances whatsoever to the saidproperty or any part thereof belonging or in anywise appurtenant thereto or with= the same or usually held or enjoyed therewith orreputed to belong or be appurtenant thereto and all the estate right, title and interest property claim and demand whatsoever of the Vendor unto and upon the said property together with all deeds, muniments of title whatsoever of the Vendor unto

muniments of title whatsoever if any relating exclusively to the said property or any part thereof which now is or hereafter may be in the possession of or power or control of the vendor or any person or persons from whom she may procure the same subject to the covenant herein made relating to the same TO HAVE AND TO HOLD the said property hereby granted, sold, conveyed and transferred and expressed and intended to be with her rights members apper etenances unto and to the use of the purchaser absolutely forever free from all encumbrances but subject to other terms and conditions as laid down in the said free for hold deed of the Vendor, without prejudice to the right of the Donor.

And the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed or thing whatsoever by the Vendor doneor executed of knowingly suffered to the contrary the Vendor now has good right full right power absolute authority and indefeasible title to grant, sell, convey and transfer the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser her heirs, executors, representatives and assigns in manner aforesaid and that the Purchaser her heirs, executors, administrators, representatives and assigns, shall and may at all times hereafter peaceably and quietly possess and enjoy the said property without any lawful eviction interruption claim or demand from or by the Vendor or any

person or persons lawfully or equitably claiming from under or in trust for her free and clearly and absolutely acquitted ex exonerated and released or otherwise well and sufficiently indemnified of from and against all and all manner of claim charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or person lawfully or equitably claiming as aforesaid and further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in thesaid property or any part thereof from under in trust for her shall and will time to time and at all times hereafter at the reasonable request and costs of the Purchaser her heirs, exacutors, administrators, representatives and assigns and do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser her heirs, executors, administrators, representatives and assigns in manner aforesaid, as shall or may be reasonably required.

## SCHEDULE OF THE PROPERTY HERETO CONVEYED ::

ALL THAT piece and parcel of hamesteed land measuring lottah 9 Chittaks 15 Sq.ft. out of 3 Cottahs 9 Chittaks 1 Cottah 9 Chittaks 15 Sq.ft. out of 3 Cottahs 9 Chittaks 1 and together with a delapidated hut standing thereon in S.Plot No. 135, E.Plot No.488 at Netaji Nagar Colony, in S.Plot No. 135, E.Plot No.488 at Netaji Nagar Colony, in Mouza Khanpur, J.L. No. 46, C.S. Plot No. 268(P), P.S. in Mouza Khanpur, J.L. No. 46, C.S. Plot No. 268(P), P.S. 1 Jadavpur, Sub-Registry Office at Alipore, District: South Jadavpur, Sub-Registry Office at Alipore, District: Nagar, 24-Parganas, being Postal Address: 5/31, Netaji Nagar,

Calcutta - 700 040, within the Calcutta Municipal Corporation in Ward No. 98. The said property butted and bounded in the manner as follows :-

ON THE NORTH : S/P M. 5/46 and E/P NO 998 & 501

ON THE SOUTH : 18/ft whole Poad

ON THE EAST : Balance portion of Vendor

ON THE WEST : S/P NO. 5/30 and E/PM. 489

IN WITNESS WHEREOF the Vendor doth hereunto set and subscribed her signature in sound mind and health after fully aware of the contents of the Deed of this day, month and year first above written.

SIGNED, SEALED & DELIVERED At Calcutta in the presence of :-

1. Lalan Sarkar 18 fuz Netaje Nagar Cal- 40.

Justi Shosh, 2. 4/48 Netosi rosan SIGNATURE OF THE VENDOR.

CALCUTTA-700 040, MOUJA KHANPUR, P. S. JADAVPUR, E.P. NO. -488, S. P. NO. 5/31, ISCALE-1-16-01

AREA OF THE LAND - PLOT NO 5/31 - 1K-9Ch-15 Sft.
PLOT NO 5/31A - 1K-15Ch-35 Sft

SEPARAT PORTION SHOWN IN RED BORDER

2.5. NO - 2/46
E. B. NO - 498, 201.

18.0° WIDE COLONY ROAD

20.0° 48.0° 8/88

8.6 NO - 8/88

Calcutta - 700 027.

dustri Shoshi

## 32 MEMO OF CONSIDERATION ::

RECEIVED of and from the within-mentioned Purchaser the within-mentioned sum of R. 65,000/- (Rupees Sixty-Five Thousand ) only, being the full consideration money as per Memo below :-

## a MEMO :

By Eash - On 65000/Rupes Sixty five theward only

Witnesses :-

1. Lalan Sarkar.

Hashi Thosh,

SIGNATURE OF THE VENDOR.

2. Beinderbu Sola.

Drafted by me,

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Assession

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Typed by me,

Typed by me,

( SUBHASISH PACHAL ) Alipore Police Court, Calcutta - 700 027.



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District Sub-Registrar-1 South 24-Parganas, Alipona

