

PR 12804 PD 10861 5000RS.



Admissible under Rule 21 any stamp  
under the Indian Stamp Act-1899  
is also as amended by W. Bengal  
Stamp Amendment Act-1938  
Schedule 1A No. 23, 24, 25  
The Part is under

certified that the registered  
amount of Rs 5000/- has been  
paid through  
of Rs. 5000/- being  
by 12/8/84  
move up the proper date of payment  
on the date of stamping  
is now duly stamped by the  
Collector

12-8-84  
Collector  
BAGHBAZAR

Sm. Jagannath Mitra  
By the per of Constatable

MEMORANDUM OF SALE

THIS MEMORANDUM for sale made this the 12<sup>th</sup> day

of August 1984 BETWEEN SM. SARITA MITRA wife of

Late Prabhansu Jiban Mitra, by faith Hindu, by occupation  
housewife, resident at 37A, Raja Rajbhallav Street, P.O.

Baghbazar, P.S. Shampukh, Calcutta-3, hereinafter called

as VENDOR (which expression shall unless excluded by

order of 4/1/84, be  
understand that the  
signature of the  
on 12/8/84  
12/8/84

1,50,000  
1,750  
1639  
55  
25  
1930

A-1639  
55  
25  
1930

P.R.  
12/8/84

5000Rs.



-2-

Sm. Sabita Malra  
by the Pen of  
Constitute Attorney  
Jaganmohan Mehta

by or repugnant to the context be deemed to include her  
legal heirs, successors, assigns, representatives, executors  
etc) of the ONE PART A N D EKHLAQUE HUSSAIN son of Hazi  
Makbul Hossain, by faith Mahamedan, by occupation business,  
resident at Nintala Verca, P. S. Madhupur, District Deoghar  
hereinafter called the P U R C H A S E R (which expression  
unless excluded by or repugnant to the context be deemed to  
include his legal heirs, successors, assigns, representatives  
executors etc ) of the OTHER PART.

WHEREAS one Prafulla Chandra Ghosh, was the absolute  
owner and possessor of one storied pucca building surrounding



Samsung Quad Camera

Shot with my Galaxy M31 64 MP

5000Rs.

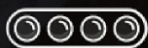


-3-

*Sim. Sabita Mebra  
by the Pen of  
Constituted Attorney  
Jaganmohar Singh*

surrounding by pucca wall known as " SHYAMAL " together  
with the piece and parcel of land measuring an area of  
one Bigha more or less by Purchaser and also undivided  
one-sixth portion share in the premises and land adjoining  
to and to the North to the said purchased property at  
Madhupur by inheritance from his father late Sarat Chandra  
Ghosh situated at Veroa in Madhupur Registration office,  
Deoghar in Santhal Pargana, in the province of Bihar.

AND WHEREAS the said Profulla Chandra Ghosh,  
while thus being seized and possessed of his aforesaid



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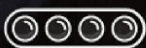
3000Rs



-4-

*Sri. Sabita Mitra  
by the Pen of  
Constituted Attorney  
Jagamada Mitra*

aforsaid purchased property, more fully described in  
the Schedule hereinbelow by virtue of a registered Deed  
of Gift dated 25.2.1975, which was registered on 26.2.1975  
by Deed No. 1149, Volume No. 77, Pages 101-108 for the  
year 1975 made an absolute Gift of the schedule noted  
property ~~couple~~ with delivery of possession in favour  
of Prasanta Kumar Mitra, the eldest grand-son of said  
Profulla Kumar Ghosh, in consideration of natural love  
and affection and with intention to establish him in  
life.



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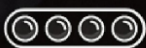
10Rs.

-5-

*Sm. Sabita Mitra  
by the Per. of  
Constitute Atorny  
Jaganmukh Mishra*

AND WHEREAS , the said Prasanta Kumar Mitra while thus being seized and possessed of his gifted property i.e. schedule mentioned property as an absolute owner and occupier thereof died intestate on 26th February 1993, as bachelor, leaving behind him his only legal heir i.e. mother Sm. Sabita Mitra, the VENDOR of the One Part of this Deed to inherit all his property including the schedule noted property ;

AND WHEREAS the aforesaid only legal heir i.e. the mother of said Prasanta Kumar Mitra viz. the VENDOR of the One Part became the sole and absolute owner in possession of the schedule property according to Hindu Succession Act, 1955.



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Sm. Sabita Mehra  
by the Pan of  
Constitutional Attorney  
Jagannath Mehra

AND WHEREAS, the VENDOR of the ONE PART while thus being absolutely seized and possessed of schedule noted property, viz. the piece and parcel of land measuring one Bigha more or less together with one storied pucca building (but at present the said structure is found in demilished condition) at Verna known as " SHYAMAL " at Madhapur, for executing as well as registering a proper deed of Conveyance in favour of intending purchaser on account of her personal inconvenience as well as serious ailment executed a general Power of Attorney dated 26.6.94 and registered the same before the Sub-Registrar, Tamluk on 28.6.94 on commission in favour of Sri Jagannath Mitra, son of late Sudhangshu Jiban Mitra, inter alia empowering him to find purchaser/purchasers to do all activities for the purpose of executing and Registering proper deed of Conveyance on acceptance of the consideration money in favour of the intending Purchaser in respect of the aforesaid property and to give valid discharge thereof at prevailing market price and the PURCHASER of the OTHER PART purposes to purchase the same at a total consideration of Rs. 1,50,000/-



*Dr. Sabita Mishra  
by the Pen of  
Constituted Attorney  
Jagannath Singh*

One lac and fifty thousand only free from all encumbrances the property, and the VENDOR of the ONE PART agrees to the said proposal of the PURCHASER of the OTHER PART being the maximum available market price at the present rate.

NOW THIS INDENTURE WITNESSETH as follows :-

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement between the VENDOR of the ONE PART and the PURCHASER of the OTHER PART, the Purchaser has paid Rs. 1,50,000/- (Rupees one lac and fifty thousand) only to the VENDOR this day as per Memo of Consideration below and the receipt of which the VENDOR acknowledges the VENDOR sell, transfer, convey and assign all her right, title and interest in respect of All that piece and parcel of land measuring about one Bigha with one storied almost totally ruinous structure thereon at Veore, P.S. Madhupur District Deoghar Santhal Pargana in Bihar, more fully described in the schedule, with all easements, drains, water ways, paths, passages, lights, liberties privileges, messuages hereditaments, sewers benefits, appurtenances and all usufructs thereto the said land or in anywise



anywise therewith or reputed to belong or to be apurtenant thereto free from all encumbrances TO HAVE AND TO HOLD the Land hereby sold granted and conveyed unto and to the use of the said PURCHASER his heirs, legal representative, successors in interest, executors, administrators and assigns for ever and the said VENDOR do hereby for herself her heirs, legal representatives, successors-in-interest, executors, administrators and assigns covenant with the said PURCHASER and declare that the VENDOR is seized and possessed of ~~q~~ has not in any way encumbered or charged or caused to be encumbered or charged the property to be conveyed by this deed of sale and that the said PURCHASER his heirs, legal representatives, successors-in-interest, executors administrators and assigns shall and may at all times peacefully and quietly possess and enjoy the said Land without interruption claim or demand or demand whatsoever from or by the said VENDOR or any person or persons lawfully or equitably claiming from under or in trust for her AND THAT the said VENDOR shall and may and for all times to come at the request and cost of the said PURCHASER her heirs, executors, administrators, and assigns do or execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more peacefully assuring the title of the PURCHASER to the said land or any part thereof and the VENDOR further covenants that if it transpires that the property hereby conveyed by the VENDOR is not free from all encumbrances as hereinbefore stated by the VENDOR her heirs, legal representatives, successors in-interest

*Sm. Saketa Mitra  
by the of Constituted  
Attorney  
Jagamati Mitra*





Sm. Sakita Mehta  
by the Pen of  
Constituted Attorney  
Jogannath Mehta

executors, administrators and assigns shall remain liable to the PURCHASER heir & heirs, legal representatives, administrators, executors and assigns will be bound to make good any loss sustained by him and the VENDOR further declares that the land hereby sold and conveyed is not a subject matter of any litigation pending before any Court of law nor the same has been mortgaged or leased out to any person or persons by the VENDOR nor the same has been attached by any order of any Court of law nor the same has been acquisitioned or requisitioned by any authority including the State of Bihar or any other statutory body or any other charitable organisation nor the VENDOR has entered into any agreement for sale of the said property with any person or persons nor the same is a Debottar or Pirttar property and the property hereby sold has not been charged by the VENDOR in any manner nor any notice of Acquisition or Requisition by any authority has been served on the VENDOR upto date nor any Gazette for acquisition of the same has been published and the VENDOR declares that the property hereby transferred and sold is free from all encumbrances and the VENDOR has absolute right to transfer the property fully set forth in the schedule below to this Deed of Sale subject to the aforesaid terms and conditions. The VENDOR shall remain liable to square up all the Government rents, Municipal taxes and Panchayet taxes or cesses in respect of the property sold upto this date. Be it mentioned here that the property hereby sold has at present recorded erroneously in the name of Prokash Chandra Ghosh till date before the Circle Office, Verua, Madhupur



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Sm. Saketa Mehta  
by the pen of  
Jaganmoh. Mehta

although the rents and taxes were being regularly paid by Profulla Kumar Ghosh since deceased. But in the Municipality of Madhupur, the name of Profulla Kumar Ghosh was accordingly recorded as owner and occupier thereof. The possession of the property is also delivered this day in favour of the Purchaser.

Schedule of the purchase  
property and its boundaries.

Jaganmoh. Mehta

All that piece a d parcel of land measuring about One Bigha more or less together with one storied almost totally ruined structure with all easements, drains, waterways, passages. including all usufructs thereon at Verua known as 'SHYMAL' in Madhupur, P.S. under Sub-Division and Registration office <sup>Madhupur</sup> ~~Deoghar~~ in the District, of <sup>Deoghar</sup> ~~Santhal Pargana~~, in the province of Bihar and Municipal holding No. 132 in Ward No. 10 of Madhupur Municipality, Number of Assessee is 634, Thoka No.2/2 Touzi N . 1/6 under Halka No. 7, under Madhupur Municipality AND BUTTED AND BOUNDED, in the manner as following :-

On the North : Land of Md. Osman and 20'-0" with common passage.

On the South : by Public Road,

On the East : 12' ft. wide Municipal Road,

contd..

Sm. Sabita Mitra  
by the pen of  
Constituted Attorney  
Jagannath Mitra

On the West : Bharwa Road.  
for the purpose of stamp duty market value of Rs. 2,00,000 in set of 200/20

IN WITNESS WHEREOF the VENDOR to this Deed of Sale  
set forth and subscribe their hands and seals the day month  
and year first above mentioned.

Memo of consideration money.

- 1. One A/c Payee cheque No. 058550  
dt. 05.08.1994 of State Bank of  
India, Shalimar, Howrah in favour  
of Jagannath Mitra for ..... Rs. 20,000/-
  - 2. One A/c Payee cheque No. 169767  
dt. 04.08.1994 of State Bank of  
India, Tamluk Branch, in favour  
of Jagannath Mitra (Shalimar 3785)... Rs. 40,000/-
  - 3. One A/c Payee cheque No. 058542  
dt. 04.08.1994 of State Bank of  
India, Shalimar, Howrah in favour  
of Jagannath Mitra for ..... Rs. 40,000/-
  - 4. Paid in cash, ..... Rs. 50,000/-
- Total ..... Rs. 1,50,000/-
- (Rupees one lakh and fifty thousand only)

Witnesses.

Pawan Pralim Mukherjee  
4/2/21 Dingo Master Lane  
Howrah-3.

Somnath Das  
Hemich Court.

Signature of the Vendor.

Sm. Sabita Mitra  
by the pen of  
Constituted Attorney  
Jagannath Mitra

Typed by :

Sudhanshu Kumar Bose

Judges' Court, Howrah

Drafted by me &  
Prepared in my Shereka.  
Rajal Ray Advocate,  
Judges' Court, Howrah.

