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DEED OF SALE

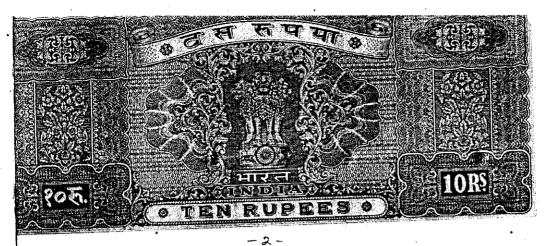
VALUED Ra.1625/-

THIS DEED OF SALE made on this the ..... Day of January, 1990 BETWEEN SHT.SUKLA LAHIRI W/O K.F.Lahiri residing at 40, Cadal Road. Bombay - 28. by Religion-Hindu, by Occupation-House wife hereinaffer called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to means her heirs, executors, administrators, legal representatives and Assignors).

A N D SMT.SUBHANKARI DEEL W/O Sri Sarada Prasad Fandit residing at Chakrabarti Lane, Baidya Nath Dham. Deoghar in the District -Deoghar by Religion -Hindu, by Occupation-House-wife hereinafter called the "PERCHASER" (which expression shall unless excluded by or repugnant

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hy occupation service-holder residing at 13/2, Siddhi Nath Chatterjee Road, Behala, Calcutta-34 and 3. Sm. Nilima Mukherjee widow o of Late Kartick Chandra Mukherjee by faith Hindu by occupation Grihasthali residing at 13/2, Siddhi Nath Chatterjee RoadBehala, Calcutta-34 hereinafter called "THE VENDORS" ( which terms or expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators, representatives and assigns) of the One Part AND Sm. Subhankori Debi wife of Sarada Prosad Pandit

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Verjeg Kurner Makkeyer.
N. J. V. V. Makkeyer.

by faith Hindu byahmin by occupation

Grihasthali residing at Chakrabarti Lane,

Baidya Nath Dham, Deoghar, in the District of

Santalpargana in the State of Bihar herein
after called "THE PURCHASER" (which terms

or expression shald unless excluded by or

repugnant to the context shall mean and

include her heirs, executors, administrators

representatives and assigns) of the OTHER PART

WHEREAS by a Mourashi Mokarari Patta dated

10th April, 1920 duly registered in Book No. 1

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Volumn No.6 Pages from 143 to 145 Being No. 170

for the year 1920 registered in the Office of

Sub-Registrar at Deoghar Nerode Chandra Mukherjee,

since deceased took from Safi Shah permanent

settlement of a plot of land having an area of

27225 Sq. feet and having its length of 223 feet

from North to South and breadth of 112 feet

from east to west in Nilkonthapur Mouza No.415

in Baidya Nath Dham, Deoghar with right of

construction of house and other rights as men
tioned and detailed in the said Patta and in

consideration as mentioned therein at an annual

rent of Rs.12/- (Rupees twelve) per annum AND

WHEREAS the Nerode Chandra Mukherjee, since

deceased

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deceased, who was the eldest brother of Kartick Chandra Mulcherjee, since deceased, father of Vendors Nos (i) and (ii) and husband of Vendor No 3 was governed by Dayabhaga School of Hindu Law and purchased the aforesaid plot of land at Nilkonthapur, Baidya Nath Dham, Debghar as the karts of joint family of which the said Kartick Chandra Mukherjee, since deceased, was also member of the said family the aforesaid plot of land at Nilkonthapur, Baidya Nath Dham, Deoghar, became the joint property of the said Kartick Chandra Mukherjee, since deceased, and other members of the said joint family AND WHEREAS the joint properties including the said plot of land belonging to the members of the said joint family has been partitioned between the co-owners and the Award dated 12.11.44 made in Award Case No. 3 of 1944 and decreed by Hon'ble High Court at Calcutta in terms of the said Award by an order dated 23.1.45 the aforesaid plot of land at Nilkonthapur Baidya Math Dham Deoghar was alloted to the said Kartick Chandra Mukherjee and Ishan Chandra Mukherjee both since deceased in equal shares each having demorcated equal half share in the said plot of land that is demarcated southern half portion of the said plot of land having length of 122 feet and a breadth of 1111 feet and having an area of 19 cottans 8 chittaks and 222 sq. feet as detailed in the plan annexed with the said Award was alloted to the said Ishan Chandra Makherjee since deceased, and the demarcated northern half portion of the said plot of land having its length of 122 feet and breadth of 1112 feet and having an area

of 19 cottahs 8 chittaks and 221 sq. feet was alloted

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as detailed in the Partitioned Plan annexed to the said Award, each being liable to pay the half share of the rent at Rs.6/- per amum in respect of their respective demarcated half share of the plot of land as aforesaid separately AND WHEREAS the Zamindari Right of the said plot of land has since been taken over by the State of Bihar and the same has been vested in the said State of Bihar AND WHEREAS siee the partition the said Kartick Chandra

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Mukherjee since deceased, became the sole and absolute owner of the demarcated northern portion of the said plot of land and had been in seized and possessed of the said demarcated northern portion of the said plot of land as particularly detailed and described inthe Schedule hereinunder written till his death by paying the rental of Rs.6/- per annum to the State of Bihar AND WHEREAS the said Kartick Chandra Mukherjee who was governed by Dayabhaga School of Hindu Low and Hindu Succession Act died intestate in the year, 1972 leaving behind him surviving his widow, namely Sm. Nilima Mukherjee the Vendor No 3 abovenamed two sons namely Ajoy Kumar Mukherjee and Bijoy Kumar Mukherjee the Vendors No. 1 and 2 abovenamed and one daughter Sm. Sukla Lahiri wife of K.P. Lahiri as his heirs and legal representatives and as such on the demise of the said Kartick Chandra Makherjee the Vendors along with the said Sm. Sukla Lahiri became the joint owners of the said demarcated northern portion of the said plot of land at Nilkonthapur Baidya Nath Dham, Deoghar as detailed inthe Schedule given below and hereinafter

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hereinafter referred to as "The said plot of land" in equal shares, each having undivided one-fourth share in the said plot of land AND WHEREAS the Vendors jointly are absolutely seized and possessed of and otherwise well and sufficiently entitled to the undivided three-fourth share of the separated and demarcated northern half portion of the said plot of land and measuring about 19 cottahs 8 chittaks and 222 sq.ft. being the demarcated and separated northern half portion of the said entire land situated in the Village Nilkonthapur Baidya Nath Dham , Deoghar, being the said plot of land more fully and particularly detailed and described in the Schedule hereunder given AND WHEREAS the Vendors have agreed with the purchaser for sale to her their undivided three-fourth share in the said plot of land as detailed in the Schedule hereunder written for sum of Rs. 4875/- (Rupees four thousand eight hundred and seventy five) .

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement and in consideration of the said sum of Rs.4875/- (Rupees four thousand eight hundred and seventy five) paid by the purchaser to the said Vendors before the execution of these presence ( the receipt of which the Vendors and each of them do and doth hereby admit and acknowledge andfor and from the same and every part thereof forever discharge and acquit the purchaser) the Vendors do hereby grant, convey, sell ,transfer and assign unto the purchaser all the undivided three -fourth share or part of the

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measurement 19 cottah the said plot of land containing by 8 chittaks 22 gq.ft. as fully and particularly detailed and described in the Schedule hereinafter written or howsoever otherwise the said plot of land hereditament messuages or any part thereof now ere or is at any time heretofore or was situated butted and bounded called known , numbered, described or distinguished together with all the compounds, walls, trees, fences ditches, ways, passages, drains, sewers water water courses and all and all manner of former or other rights lights liberties privileges 'easement profits appendages and appertunances whatsoever to the said plot of land and messuages lands hereditaments and premises or any part thereof belonging or in any wise appertaining or usually held or enjoyed or occupied therewith or reputed to belong or the appertunant thereto and all the estate right title, interest inheritance reversion or reversions remainder orremainders use trust possession property claim and demand whatsoever at law and in equity of them the said Vendors of into out of and upon the said messuages land hereditament and premises and every part thereof and all deeds pattans meaniments and evidence of title writtings and other documents inany wise relating to or concerning the same or any part thereof which hereafter shall or may be in the possession or control or custody of the Vendors or any of them their respective heirs executors, administrators, or representatives or any other person or persons from whom he or they can or may procure the same without

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action or suit to have and to hold the said plat

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plot of land messuage and hereditament and all and singular other the said plot of land hereby conveyed or expressed so to be unto the use of the said purchaser her heirs, executors, administrators, representatives and assigns absolutely and forever and the said Vendors and each of them do hereby covenant with the said purchaser or her heirs, executors, representative and assigns that NOTWITHSTANDING any act, deed or things by the said Vendors or any of them or any of their ancestor or predecessor in title done or executed or knowingly suffered to the contrary they the said Vedders now have good right andfull power to grant convey transfer and disposed of all the singular the said plot of land hereby conveyed transferred or expressed so to be unto and to the use of the said purchaser her heirs, executors, administrators, representatives and assigns in manner aforesaid and that the said purchaser her heirs, executors, representatives and assigns shall and may at all time hereafter peaceable and quietly possess and enjoy the said plot of land hereditament and premises and receive the rents and profits thereof without any lawful eviction interruption or disturbance by the said Vendors or any persons lawfully or equitably or claiming through or in trust for them and that freed and discharged from or otherwise by them thesaid Vendors their respective heirs, executors administrators, and assigns sufficiently indemnified against or all estates charges, encumbrances, claims and demands, created occassioned or made by the said

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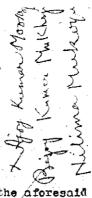
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cuid Vendors or any of them or any of their ancestors or predecessors in title or any person or persos a lawfully or equitably claiming as aforesaid and further that the said Vendors and their respective heirs and all persons having lawfully or equatably claiming any estate right title interest in or to the said plot of land hereditament and provides or any part thereof from under or in trust for them the acid Vendors or day of their ancestor or predessite scors in title shall and will from time to timeand at al! tire hereafter at the request and cost of the purnan-se-r and hoirs, shall do and execute or cause to be done and ersouted all such acts deeds things and assurance in the law whatsoever for further and wore perfectly assuring thesaid plot of land hereditamentand premises and every part thereof unto and to the useof the said purchaser her ieirs, executors. Edministrators representatives and and this in manner afaresaid as shall or may be reasonably required.

## SCHEDULE.

All that undivided three-fourth share or part of the demarcated northern half of the plot of land, the said demarcated northern half having a length of 122 feet from east to west and breadth of 111½ feet from north to south having an area of 19 cottains 8 chittains 222 sq. feet (the entire land, that is, combined both the northern and couthern postion having a length of 223 feet from north to south and breadth 122 feet from east to west and having a total area of 39 cottains and 15 sq. ft) as per the partitioned plan annexement that the Award dated 22.11.44

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22.11.44 as aforesaid in the body of the aforesaid deed situated in at present Ward No. VIII in Sital Mullick Road, Nilmonthapur. Holding No. 167, Bilachi in the town of Raidya Nath Dham, Deoghar, Touzi No 212, Jamanbandi No. 138 Lot No 97A. Mouza Nilkonthapur, Sub-Registry Deoghar in the District of Santalparaganas in the State of Bihar butted and bounded as follows :-

> On the North - Land and garden of Damodar Boliasay Panda

On the East - "Ku-ndu Kuthi" owner Profulla Kumar Kundu.

On the South - Sourthern portion of the land owned by Vendor.

On the West -Municipal Road.

Half share of rental of which is at Rs. 6/- per annum payable separately to the State of Bihar.

IN WITNESS WHEREOF THE Vendors have set and substribed their respective hands and have on the day minth and year signed these presents

21/22/24/24/25 N

NOTARY/Regi No.-225/04 Gove of Shakhand Dist. Deogra, (INDIA)

year first above writte n.

' SIGNED SEALED AND DELIVERED in the presence of :-

Ajog Kumar Mookegeer Bigg Kamer Makhoja. Hilima Mukerja.

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Pinch Kon da 1071, 5m s Kun

NOTARY/Gend No.-225/04 Gove of in senand Disit Deognar (INDIA)

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## MEMO OF CONSIDERATION.

(Rupees four thousand eight hundred and seventyfive only)

Witnesses :-

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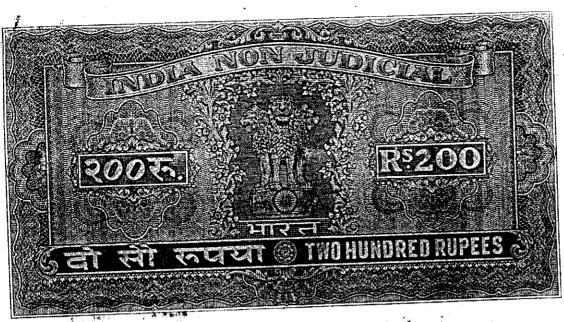
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\* Ajry Kumer Mookoju Bijry Kuner Mukhoju. I Nilima Ptukryer.

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THIS INDEMFURE made this product day of June, One thousand Nine hundred and seventy-nine B E T W E E N 1. Ajoy Kumar Mukherjee. 2. Bijoy Kumar Mukherjee Both sons of Late Kartick Chandra Mukherjee both by faith Hindu

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to the context be deemed to means her heirs, executors, administrators, legal representatives and Assignors).

WHERRAS Kartick Chandra Mukherjee seized and possessed the Property, fully described in the Schedule'A' hereunder written by an Order dated 23rd Day of January, 1945 Of Hon'ble High Court. Calcutta for the Award Case No.3 for 1944

AND WHEREAS Kartick Chandra Mukherjee, deceased who was Governed by Dayabhaga School of Hindu Law died intestate in 1972 leaving behind him his wife namely Nilima Mukherjee, Two Sons namely Sri Ajoy Kumar Fukherjee. Sri Bijoy Kumar Mukherjee And a Daughter namely Smt.Sukla Lahiri (mentioned hereinbefore as the 'Vendor') as his legal heirs.

AND WHEREAS the above said legal heirs seized and possessed the property, fully described in the Schedule 'A' by way of inheritance jointly having each Undivided 1/4th Share in the hereditaments or Premises.

AND WHERFAS due to want of proper maintenance of the said property they declared to Sell the property, fully described in the Schedule 'A' here under written, And entered into an Agreement with the above said Purchaser for the Consideration Money of Rs. 6,500/- (Rupees Six thousand and Five hundred) only for the entire property, fully described in the Schedule 'A'

AND WHEREAS said Smt. Nilima Mukherjee, Sri Ajoy kumar Mukherjee and Sri Bijoy kumar Mukherjee executed jointly a Deed of Sale on the 11th bay bf June, 1979 in favour of the above said Purchaser for their Undivided 5/4th Shares against the Consideration Money Rs. 4875/- (Rupers Four Thousand eight hundred and Seventy five 1 only which Registered in the Office of the

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Registrar of Assurances, Calcutta and recorded in Book-L. Volume-132. pages 89 to 98 And Being no.3202 for the year 1979.

AND WHEREAS the above said Vendor was out of Station at the time of Execution of the Sale Deed Dated 11th June, 1979 And now agree to execute A Deed of Sale for her Undivided 1/4th Share in favour of the above said Purchaser for the Consideration Money Rs. 1625/- (Rupees One' thousand Six hundred and twenty-five ) only

NOW THIS INDENTURE WITNESSETH that in persuance of the aforesaid Agreement and inconsideration of the said Sum of Rs. 1625/- (Rupees One thousand Six hundred and twenty-five) only paid to the said Vendor by the said Purchaser before the execution of this presents, the receipt whereof the Vendor doth hereby admit and acknowledge in full and doth release the Furchaser from the same or every part thereof. She, the Vendor doth hereby grant, convey, transfer and Sell her rights, title and interests into and Upon the Undivided 1/4th Share in the property, hereditaments or Premises fully described in the Schedule 'B' with all rights of ways, paths, lights, air, easement right, right of appertenances and appendances whatsoever belonging therein and apperta-ining thereto. Now is or was or were whatsoever into and upon the said piece of parcel of land or the hereditaments particularly described in the Schedule Managem 'B' hereunder written hereby transferred unto and to the Use of the said Purchaser absolutely and forever and hereafter the said Purchaser her heirs, executors, administrators, legal representatives or assigns, shall enjoy the said property or any part thereof peacefully and quietly without any abatement, disturbances or hindrances whatsoever by the said Vendor or any person or persons through under or intrust of her.

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Now the Vendor covenants with the said Purchaser that the interests hereby transferred subsists only to the said Vendor and she has full right, indefeasible title and legal authority to transfer the same. The Property hereby sold is free from all encumbrances, liens, charges or lispendences.

The Vendor further covenants with the said Purchaser if any defect of title of the said Vendor is discovered hereafter and for which the said Purchaser may suffer any loss or damages, the said Vendor shall make good the said loss or damages and shall do all acts, deeds and things for further better and perfectly securing the said Property in favour of the said Purchaser. The possession of the Property has been delivered to the said Purchaser by the Vendor physically saxthm before the execution of this Presents.

## SCHEDULE ' A ' AROVE REPERRED TO

ALL THAT the piece or parcel of land on the Northern Side having in length of 122 feet from east to west and in breadth of 111½ feet from North to South being total Area 19 Cottahs- 8 Chittacks- 22½ Sq.ft. more or less lying and Situate in the District Deoghar in the Province of Ethar under S.R.O.Deoghar in Man Mouza-Nilkonthapur in Ward no, VIII at Sital Mallick Rhad which comprising Holding no.167, Touzi no.212, Janabandi no.138, Lot no. 97A in the Town of Baidya Nath Dham which butted and bounded by :

North : Land and Garden of Damodar Bolinsay Pandey

South : Southern portion land of Ishan Chandra Mukherjee

East : 'Kundu Kuthi ' of Profulls kuser Kundu

vest : Municipal Road.

ATTESTED

## SCHEDULE 'B' ABOVE REPERRED TO

ALL THAT the Undivided 1/4th Share in the land 19 cottahs,8 chittack and 222 Sq.ft more or less lying and Situate in the District Deoghar under S.R.O. Deoghar in Ward no.VIII which comprising in Holding no.167. Touri no

212. Jamabandi no. 138. Lot no. 97A in the town of Baidya Nath Dham

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IN WITHESS WHEREOF the above said Vendor hereunto have put her hands and signatures on these presents on the day, month and Year first above written.

SIGNED, SEALED AND DELIVERED

in presence of

Sulla Lahini

Signature of the Vendor.

1. Bejog Kuner Mukhogs 13/2 Suddimeth Challingto Rossia Colonis - 34.

2. Sulhas Dey 6, sour Dey Lane, calcuta-12.

DOCUMENT DRAFTED BY

( all Anandamoy Adhya )

Advocate.

C.M.H. Court, Calcutts-1

NOTARY/Resolve -225/04
NOTARY/Resolve -225/04
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