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SALE DEED FOR Rs. 7,35,000/- only

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THIS INDENTURE OF SALE made on this the 22 day of November Two Thousand Four A.D. B E T W E E N

ALOK KUMAR SARKAR son of Late Sailendra Nath Sarkar by faith Hindu, by Profession Service, resident of Mohalla Purandaha Ward No.19 of Deoghar Municipality, P.S., Subdivision and District Deoghar, here inafter called the VENDOR (which expression unless excluded by or repugnant to the context shall be deemed to include his heirs, successors, legal representatives and assigns) of the ONE PART;

AND

16/11/7 Deoghar Treasury oramp .O. + Dist. Daoghai Satsang pro- sort sang ps+Dist - Deoghas हो.की.न. - 191 स्ताय - 16/11/3 (For Sale Deed) 25000×1=2500 1 on X4 = 400 (vo x 4 = 400 Total Twenty wine thems and fens han daade Deoghar Treasury ... + Dist. Decchar Show humen 3 arkar 22/11. 2vry 17/04 Main 3416 4 वार्त दिति ब्राजी माडबर गाया 260 val 17 log 22/11. 2004. Non / 22.11.00.



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Registration Act 1860 having its Registered Office at 68, Surya Sen Street, Kolkata-700009, and main place of activities at Satsang Nagar, Deoghar, P.S., Sub-Division, Sub-Registry and District Deoghar represented through its Secretary hereinafter called the PURCHASER (which expression unless excluded by or repugnant to the context shall be deemed to include its representatives and successors in office and assigns) of the OTHER PART.

Whereas one Amulya Chandra Ghosh acquired a piece and parcel of Basouri land measuring an area of 2 (Two)

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who read one amulya Chandra shock acruired a piece and parcel of Lamouri Land measuring an area of 2 (Two)



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area of 2 (Two) Bighas more or less by local measurement lying and situated in Mouza Purandaha, Thana No. 399 in the town of Deoghar Municipality being Survey Settlement Plot No. 44 and was in peaceful possession of the same.

And whereas the said Amulya Chandra Ghosh sold and conveyed the said property by a registered Deed of Sale dated 3.1.1928 entered in Book No.1, Volume No.1, Pages 89 to 90 Being No.2 for the year 1928 registered at Deoghar Sub-Registry Office for a valuable consideration mentioned therein to (1) Sri Sailendra Nath Sarkar (2) Sri Sudhir Kumar Sarkar, (3) Sri Kali Das Sarkar and (4) Sri Durga Das Sarkar all sons of Late Surendra Nath Sarkar who jointly came in peaceful physical possession

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of the same and constructed a Pucca one storied residential building over a portion of the said land which is popularly known as 'Dwip Smrity'.

And whereas the aforesaid Durga Das Sarkar while a College student and Bachelor suddenly died in the year 1931 and his share in the aforesaid property devolved upon the remaining three brothers in equal share namely (1) Sailendra Nath Sarkar, (2) Sri Sudhir Kumar Sarkar and (3) Sri Kali Das Sarkar.

And whereas the building known as Dwip Smrity became very old and needed heavy expenses for repair and it was not possible to repair the building with joint funds the aforesaid three brothers agreed for

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And whereas the aloresald burga has Sarkar while a College Student and Bachelor Fiddenly died in the a College Student and this share in the aforesald property deviated apon the remaining three brothers in equal share namely (1) Sallendra Nath Sarkar, (2) Sri Sudnir Komar Sarkar and (3) Sri Kali yas Sarkar.

And whereas the building inpose as Delp Smrib bedams very ald and needed heavy expenses for repair and it was not possible to repair the build and with Joint funds the aforesaid three brothers agreed for



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partition of the said property and accordingly amongst themselves amicably partitioned the said property including vacant land and building into three equal share and accordingly a written agreement was prepared and executed by the aforesaid three brothers on the 8th. day of April 1978 showing their share allotted to each brother with separate plan attached there showing their shares allotted to each marked as Lot No. 'A', Lot No.'B' and Lot No.'C'.

And whereas Lot No. 'A' was allotted to Sri
Sailendra Nath Sarkar, Lot No. 'B' was allotted to
Sri Kali Das Sarkar and Lot No. 'C' was allotted to
Sri Sudhir Kumar Sarkar and after the said partition
each of the three brothers became absolute owners
of their respective share and each of them mutated

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partition on e compartition de the said anonyst them of the said propert intimity and building into propert intimity a written agreement was prepared and executed by the aforesaid three brothers on the both day of Aril 1976 showing their share altered to each brother with separate plan attached their sao ing their shares affected to each marked as not 10. 'A', but No.' B' and bother C.

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each of the three brothers became accolute owner
of their respective share and each of them mutated



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their names in Municipal Office Deoghar in Circle Office, Deoghar.

and whereas Sri Sailendra Nath Sarkar the owner of Lot No. 'A' property and his wife died leaving behind his two sons and one daughter namely Sri Alok Kumar Sarkar, Sri Prodosh Kumar Sarkar and Bandana Ghosh wife of Late Amarendra Nath Ghosh here in became the absolute owners of Lot No. 'A' comprising an area of 29 decimals in the premises known as Dwip Smrity together with land and building by way of inheritance and they mutated their names in Circle Office, Deoghar vide order dated 6.12.1996 passed in Mutation Case No. 264 of 1996-1997 and

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and paying the rent and taxes in Government Sherista regularly under J.B. No. 104.

And whereas Sri Alok Kumar Sarkar, Sri Prodosh Kumar Sarkar both sons of Late Sailendra Nath Sarkar and Smt. Bandana Ghosh D/o Late Sail endra Nath Sarkar and wife of Late Amarendra Nath Ghosh sold 5606 Sq.ft. from the Eastern and Southern side of the building commonly known as Dwip Smrity out of Lot No. 'A' marked as Lot No. A/1 within the mouza Purandaha No. 399 Ward No. 19 of Deoghar Municipality, Survey Settlement Plot No. 44 (Part), J.B. No. 104 to Satsang (Purchaser) by registered Deed of Sale dated 21.12.1998

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for lawful consideration.

And whereas the heirs of Late Sailendra Nath Sarkar and Late Kali Das Sarkar jointly sold 154°x 12° of vacant land measuring 1848 Sq.ft. which was amalgamated land of Lot Nos. A and B property having half portion of the heirs of Late Sailendra Nath Sarkar and half portion of the heirs of late Kali Das Sarkar out of Lot No. A and B property from eastern side of the premises marked Sub Plot Nos. A/2 and B/2 by registered Deed of Sale dated 22.12.98 registered on 23.12.98 being Deed No. 3163 for lawful consideration.

And whereas in a family partition being Title

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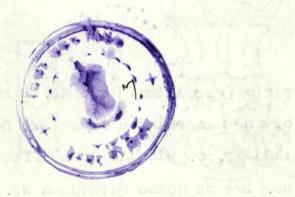
Title (Partition) Suit No. 18 of 1999 of the Court of the Subordinate Judge II, Deoghar more or less 1470 Sq.ft. within Survey Plot No. 44 (Part) J.B. No. 104 of Mouza Purandaha No. 399 fell in the share of the Vendor by consent decree dated 19.06.1999.

And whereas the Vendor along with his brother Prodosh Kumar Sarkar got his name mutated in the Office of the Circle Officer Deoghar vide order dated 27.03.2001 passed in Mutation Case No. 507 of 2000-2001 and paying the rent regularly.

And whereas the Vendor being the absolute owner of the land and part of the building known as Dwip Smrity and is in peaceful possession of the same he

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he expressed his desire to sell 1470 Sq.ft. fully described in the Schedule below and also shown in Red Colour in the map attached herewith and the Purchaser offered to purchase the same free from all sorts of encumbrances at the price of Rs. 7,35,000/-(Rupees Seven Lakhs Thirty Five Thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 7,35,000/- only (Rupees Seven Lacs Thirty Five Thousand) only by Demand Draft No. 099149 dated 22.11.04 on S.BI Service Branch Kolkata by the purchaser, the receipt of which the Vendor hereby admits and acknowledges, the Vendor hereby grants, transfers and conveyed unto the Purchaser free from all sorts of encumbrances. ALL THAT Part and parcel of the aforesaid piece of land and building mentioned and described in Schedule below hereunder written, ways, patha, passages, drains, light, privileges, easements, appendages and appertenances whatsoever to be the part of the said piece of Basouri land and building known to be part and parcel thereof. AND TO HAVE AND TO HOLD the part of the said piece of land and building free from all sorts of encumbrances and the Vendor doth hereby covenants with

he expressed his desire to sell 1470 Sq.ft. fully described in the Schedule below and also shown in field cology in the map attached herewith and the Purchaser offered to purchase the same free from all sorts of encumbrances at the price of Rs. 7,35,000/- (Ripees Seven Lakhs Thirty Five Thousand) only.

MOW THIS INDESTIRE WITNESSETH that in pursuance of the said agreement and in consideration of the said Sum of Rs. 7,35,000/ only (Ripees Seven Lacs Thirty Five Phousand) only 1d Draft No. 099149 Branch Wolkate purchaser, nereby admits and ack nowledges, the ants, transfers and conveyed unto the ree from all sorts of encumbrances. ALL TAAT Part and parcel of the aforesaid piece of land and building mentioned and described in Schedule below hereunder written, ways, patha, passages, drains, light, privileges, easements, appendages and appertenances whatsoever to be the part of the said piece of Basouri land and building known to be part and parcel thereof. AND TO HAVE AND TO HOLD the part of the said piece of land and building free from all sorts of encumbrances and the Vendor doth nereby covenants with

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with the purchasers that the Vendor has got good right, full power and absolute authority to grant, convey, transfer and assure the part of the said piece of land and building unto the Purchaser in manner aforesaid and the Purchaser shall and at all times hereafter peacefully and quietly enjoy the same and every part thereof and receive and realise the produce rent issues and profits without any interruption, claim or demand and whatsoever by the vendor or any person or persons claiming lawfully or equitably through him.

All that clearly and absolutely acquited, exonerated and discharged to by the Vendor is well and effectually saved, defended and kept harmless and indemnified against all and all manners of former and other estates, liens, charges and encumbrances whatsoever and the Vendor shall do all acts, deeds and things upon reasonably request and at the cost of Purchaser for further and more perfectly conveying, assigning and confirming the said landed property unto and to the use of the purchaser forever in the manner aforesaid or as by the purchaser reasonably required.

with the pirchasers that the Vendor has got good right, full power and absolute authority to grant, convey, transfer and assure the part of the said piece of land and building unto the purchaser in manner aforesaid and the purchaser shall and at all times hereafter peacefully and quietly enjoy the same and every part thereof and receive and realise the produce rent issues and profits without any interruption, take of the value and whatsoever by the vandor of an teasor is peacefully and whatsoever by the country the country the country of the country the country of the country of an teasor of an teasor of a faming lawfully or equitably the organic.

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Secus Kermen Sanker.

Be it noted here that a map was submitted in Title (Partition) Suit No.19 of 1999 of the Court of the Subordinate Judge II Deoghar by Sri Shankar Kumar Sarkar, Sri Subrata Kumar Sarkar, Sri Subhash Chandra Sarkar and Sri Sanat Kumar Sarkar all sons of Late Kali Das Sarkar in which the land shown Mark D/1 fell in the share of Sri Subrata Kumar Sarkar and F/1 fell in the share of Sri Sanat Kumar Sarkar and there is a 9° wide common passage of all the Co-sharers towards West of Sub Plot No. D/1 and F/1 belonging to Sri Subrata Kumar Sarkar.

Be it further noted here that both Sri Subrato
Kumar Sarkar and Sri Sanat Kumar Sarkar entered into
an agreement with other Co-sharers and exchanged their
land with the existing common passage which has been
after exchange shifted towards east joining existing
common passage towards west and south which will be
exclusively enjoyed by Sri Subhash Chandra Sarkar
and Sri Shankar Kumar Sarkar.

He it rinch first ore that both Sri Subrato Kumar Sarkar and Sri Sanat Kumar Sarkar entered into an agreement with other Co-snarers and exchanged their land with the existing common passage which has been after exchange shifted towards east joining existing common passage towards west and south which will be exclusively enjoyed by Sri Subhash Chandra Sarkar and Sri Shankar Kumar Sarkar.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

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In the District of Deoghar, Subdivision, Sub Registry and Police Station Deoghar Mouza Purandaha Thana No. 399 being Part of Plot No. 44 J.B. No. 104 being part of Holding No. 266 within Ward No. 19 of Deoghar Municipality i.e. piece and parcel of Basouri land and the building measuring more or less 1470 Sq.ft. shown in Red Colour in the map attached herewith all right, title, interest and easement appertenant thereto which is butted and bounded as follows:

North : By Pass Road.

South: House of Sri Subrato Kumar Sarkar, now sold to Satsang.

East: House and land of Sri Prodosh Kumar Sarkar now sold to Satsang.

West: Compound of Satsang.

SCHEDILE OF THE PROPERTY REFERENCE TO ABOVE

In the District of Deognar, Subdivision, Sub Registry and Police Station Deognar Mousa Purandaha Thana No.399 being Part of Plot No.44 J.B. No.104 being part of Holding No. 266 within Ward No.19 of Deognar Municipality i.e. piece and parcel of Basouri land and the building measuring more or less 1470 Sq.ft. shown in Red Colour in the map attached here with all right,

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South: House Large Kumar Sarkar, now sold

Dast: House and land of Sri Prodosh Kumar Sarkar now sold to Satsang.

West: Compound of Satsang.

In witness whereof the Vendor put his hand the day, month and year first above written.

Witnesses :

1. Sulchas Chandra Sarkar S/o Kati Kali Das Sarkar Persandaha, Deoghas 22.11.2004. VENDOR 22/11. 2274

2. Sharkar Kumar Sarkar Slo-Late Kalidas Sarkar "Dwip Somity" purandaha B. Deoghar - 814112 22.11. 2004. In witness whereof the Vendor put his hand the day, month and year first above written.

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Witnesses :

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Memo of Consideration

D.D. No. 099149dated 22.11.2004 for Rs. 7,35,000/- only on Service Branch SBI Kolkata in favour of Sri Alok Kumar Sarkar.

Prepared and Drafted by

Mirney Rum Suhe
Advocate. 22.11.2004

Typed by

(Typist)

Memo of Consideration

.. dated 22.11,2004 for ok Kuffer Sarkar.

Advocate.



