



Stamp Duty Paid under the India Stamp Act, 1899 as amended by Act III of 1938 and Section 3 of the Calcutta Improvement Act, 1911. Schedule 1A No 2344156

Stamp Duty Paid under the India Stamp Act, 1899 as amended in 1936 Rs. 156.52

Additional duty Paid under the Calcutta Improvement Act, 1911 Excess 2.25

Total Rs. 219.30

Rs. Paid -

Add District Sub Registrar
Aligora, South 34 Pgs.
2313/99

THIS INDENTURE made this 23rd day of March, One

Thousand Nine Hundred Ninety Nine B E T W E E N SRI BARN
CHAKRABORTY son of late Birendra Nath Chakraborty and

SMT. GOURI CHAKRABORTY wife of late Birendra Nath Chakra-
borty, both residing at 62/50, Haripada Ditta Lane, Police
Station - Jadavpur, Calcutta - 700 033, hereinafter referred
to as the VENDORS (which expression unless excluded by or
repugnant to the context shall mean and include their

Contd... respective

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Rs. 119.50/-

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respective heirs executors, administrators, representatives and assigns) of the ONE PART :

AND

SRI ANANTA KUMAR NANDA son of Sri Bhowmendra Kumar Nanda, residing at 9/3, Haripada Dutta Lane, Calcutta - 700 033, hereinafter referred to as the PURCHASER (which expression unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators representatives and assigns) of the OTHER PART :

WHEREAS by an indenture dated 17th day of January, 1952 made between Union Company Limited, a joint stock company incorporated under the Indian Companies Act, described therein as the Vendor sold granted, transferred and conveyed unto Sri Gosta Behari Chakraborty son of late Bharat Chandra Chakraborty described therein as the purchaser by a registered deed for the valuable consideration mentioned therein and registered at the Sacer Sub-Registrar Office at Alipore in Book No. I, Volume No. 8, Pages 250 to 261, Being

No.3 for the year 1952 all that piece or parcel of land hereditaments and premises measuring about 3 Cottah 4 Chittak 28 square feet a little more or less situate and lying at and being Plot No. 8 formed out of premises No.62, Haripada Dutta Lane, Police Station-Tollygunge at present Jadavpur Sub-Registration Office - Alipore, Pargana Khaspur, District 24-Parganas and comprised in J.L. No. 39 and 41, Mouza-Arakpore and Chandpur, C.S.Khatian No. 152, 558 and 509, C.S.Dag No. 474/2510 and 932, Touzi No. 56, 152 and 151 :

AND WHEREAS by virtue of such aforesaid Purchase the said Gosta Behari Chakraborty seized and possessed of all that plot No. 8 formed out of premises No. 62, Haripada Dutta Lane, Police Station - Tollygunge, at present Jadavpur which was subsequently renumbered as 62/50, Haripada Dutta Lane, Calcutta - 700 033(hereinafter referred to as the said plot) :

AND WHEREAS upon death of said Gosta Behari Chakraborty his sons namely Bholanath Chakraborty, Birendra Nath Chakraborty and Dhirendra Nath Chakraborty became the owners of the said plot of land as his legal heirs, successors and possessors :

AND WHEREAS during such possession by the said legal heirs, they constructed partly two and partly three storied building on the said plot of land :

Contd... AND WHEREAS

AND WHEREAS by a mutual deed of partition dated 5.12.80 and registered in the office of the District Sub - Registrar, Alipore and entered in Book No. I, Volume No. 225, Pages 46 to 50, Being No. 9685 for the year 1980 and subsequently by a registered deed of declaration dated 13.8.81 the said Bholanath Chakraborty, Birendra Nath Chakraborty and Dhirendra Nath Chakraborty mutually partitioned with distinct and clear portion divided amongst themselves of the said premises No. 62/50, Haripada Dutta Lane, Calcutta :

AND WHEREAS by virtue of the aforesaid partition said Birendra Nath Chakraborty was allotted the Portion as mentioned in 'Kha' Schedule of the said deed of partition (hereinafter referred to as the said portion) dated 5.12.80 and since then and till his death he exercised all his right, title and interest and possession thereof after mutating his name with the Calcutta Municipal Corporation :

AND WHEREAS said Birendra Nath Chakraborty died intestate on 14.8.95 leaving behind him surviving his only son Sri Barin Chakraborty and his wife Smt. Gouri Chakraborty the vendors herein, as his only legal heirs and successors and none else :

AND WHEREAS upon the death of said Birendra Nath Chakraborty his said legal heirs, the vendors herein, are absolutely seized and possessed of the said portion (more fully described in Schedule 'A' below) after mutating

Contd... their

their names in the records of the Corporation of Calcutta and by paying taxes they exercised all his right, title interest and possession thereof.

AND WHEREAS one Mr. Chitta Ranjan Samanta was and since 1985 still is a tenant under the vendors/in respect of two rooms, kitchen, verandah bath and privy along with other common portions on the ground floor of the said portion out of the said partitioned property of premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033 :

AND WHEREAS the Vendors herein while exercising their right of ownership in respect of the above tenanted portion of the said demised premises expressed their desire and necessity to transfer and sell the said tenanted portion containing two rooms, kitchen, verandah, bath and privy along with other common rights and privileges having covered area of 450 sq. ft. be the same a little more or less in the ground floor of premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033, (hereinafter referred to as the said flat):

AND WHEREAS the Purchaser herein on coming to know of the same, approached the Vendors for sale and transfer the said flat to him for his residential use and offered the price of Rs. 2,00,000/- (Rupees two lac) only :

Contd... AND WHEREAS

AND WHEREAS the Vendors having accepted the said offer of the Purchaser as reasonable and fair market price agreed to sell the said flat as fully setforth in the Second Schedule hereto :

AND WHEREAS the vendors have agreed to sell and the Purchaser has agreed to purchase free from all encumbrances the said flat at and for the price of Rs. 2,00,000/- (Rupees two lac) only :

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 2,00,000/- (Rupees two lac) only paid by the Purchaser to the Vendors at or before the execution of these presents in accordance with the Memo of consideration, the receipt whereof the Vendors doth hereby as well as the receipt hereunder written admit and acknowledge and of and from the same and every part thereof the Vendors doth hereby acquit release and forever discharge the Purchaser : AND WHEREAS the Vendors doth by these presents grant transfer sell convey assign and assure unto the said purchaser ALL THAT the flat comprising of two rooms one kitchen, varandah, bath and privy in the ground floor of the said demised portion measuring about 450 sq. feet of premises No. 62/50, Haripada Dutta Lane, Police Station-Jadavpur, Calcutta - 700 033 morefully described in the Second Schedule hereto together with proportionate undivided and impartible share of land underneath the building with all common right to own and use the common portions described in the Third Schedule hereto in common with other co-owners and/or occupiers of the said building and the rents issues and profits of the said

flat and other rights hereby conveyed and all the demands whatsoever of the vendors into or under the undivided impartiable right/share in the land and all other benefits rights and properties herein comprised and hereby granted sold conveyed transferred assigned or assured or expressed or intended so to be and every part or parts thereof respectively arising therefrom AND TOGETHER WITH all rights liberties and appurtenances free from all encumbrances trusts liens attachments and all the estate right, title, interest, claim demand whatsoever and together further with and subject to the easements and quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said flat of the premises by the Purchaser and other occupiers thereof.

THE VENDORS DOETH HEREBY COVENANT WITH THE PURCHASER

as follows :-

- (i) The interest which the Vendors doth hereby agrees to transfer subsists and the Vendors have sole right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser the said flat alongwith proportionate undivided impartiable share in the land together with the benefits rights and properties as mentioned in the Second Schedule and Third schedule hereto hereby sold and conveyed.
- (ii) It shall be the lawful for the Purchaser at all times hereafter to enter into and upon and to use hold and enjoy the said flat and all benefits rights and

Contd... properties

properties as mentioned in the relevant schedule hereby conveyed and every part thereof without interruption claim or demand whatsoever from or by the vendors or any person or persons claiming through or under or in trust for the vendors unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances trusts, liens and attachments whatsoever save only those which are expressly contained herein.

(iii) The vendors shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things, whatsoever for further better or more perfectly assuring the said flat together with the benefits rights and properties more suitably described in the Third Schedule hereby granted unto the Purchaser and in the manner aforesaid.

(iv) The vendors further covenant with the Purchaser that if the Purchaser and his forebears are deprived of the use and occupation or ownership of the said flat or any part or appurtenances as hereby sold by reason of defect found in the title of the vendors or due to any encumbrances or charge not disclosed by the Vendors they shall be liable to be dealt with according to law.

(v) The Vendors shall not do anything or make any grant or term whereby the rights of the Purchaser may be

Contd... prejudicially

prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchaser and as a co-owner.

Provided always that the Purchaser neither has nor shall have claim from the vendors and the other co-owners any right title or interest in any other part or portion of the land and the building save in respect of the flat and the impartible share in the land and other rights hereby transferred.

THE PURCHASER DOETH HEREBY COVENANTS WITH THE VENDORS
as follows :-

- (a) The Purchaser will pay proportionate share of maintenance and service charges for the user of common places and common amenities and advantages attached to the building from the date of his purchase.
- (b) The Purchaser will use the flat for residential accommodation only and will not make any illegal construction in the flat in violation of the Municipal Law as well as shall not do anything affecting the building in any way or the common amenities and advantages attached to the said building but the Purchaser will be entitled to renovate and decorate the flat at his own expenses.

Contd. .. (c) The

- (c) The Purchaser shall pay to the vendors proportionate share of all rates and taxes of Calcutta Municipal Corporation or other authorities until the mutation is completed and separate bill is raised.
- (d) He will also pay the proportionate service charges to the Vendors or to any body as would be directed by them for maintaining the common amenities, facilities, advantages etc. by the Vendors, who is also the co-owner of the building in execution of all work till a body or association is formed for the said purpose.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of proportionate about 1/3rd share of land hereditaments and premises measuring about 3 Cottahs 4 Chittaks and 28 square feet a little more or less situate lying at premises No. 62/50, Haripada Dutta Lane, Police Station - Jadavpur, Calcutta - 700 033 within the ^{Ward No - 94} Calcutta Municipal Corporation Sub-Registration Office Alipore Pargana Khaspur, District 24-Parganas (South) in J.L.No. 39 and 41, Mouza-Arakpur and Chandpur Khatian No. 152, 558 and 509 C.S.Dag No. 474/2510 and 932 with all construction and structure standing thereon partly two and partly three storied (which was described in the Schedule 'Kha' of the said Partitioned deed dated 5.12.80) since restructured dwelling house butted and bounded as follows :-

Contd... North

North : 62/43, Hari Pada Dutta Lane.

South : 20' feet wide Road of the Corporation.

East : 62/47, Haripada Dutta Lane.

West : 69/2, Hari Pada Dutta Lane.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a self contained flat under occupation of the tenant Sri Chitta Ranjan Samanta covering an area of 450 square feet be the same a little more or less comprising of two rooms, one kitchen, verandah, one bath cum privy at the South West side of the ground floor built upon the partitioned share of land as detailed in the First Schedule above referred to being premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033 Police Station - Jadavpur, District South 24-Parganas, together with proportionate undivided impartiable share of land along with all common rights of common user of common places, amenities and advantages attached to the said building as setforth in the Third Schedule hereto and delineated in the plan annexed hereto and shown in Red borders.

THIRD SCHEDULE ABOVE REFERRED TO

COMMON PORTIONS TO ALL THE CO-OWNERS

1. Entrance and exists through the front verandah and /or western side passage.
2. Boundary walls and main gate.

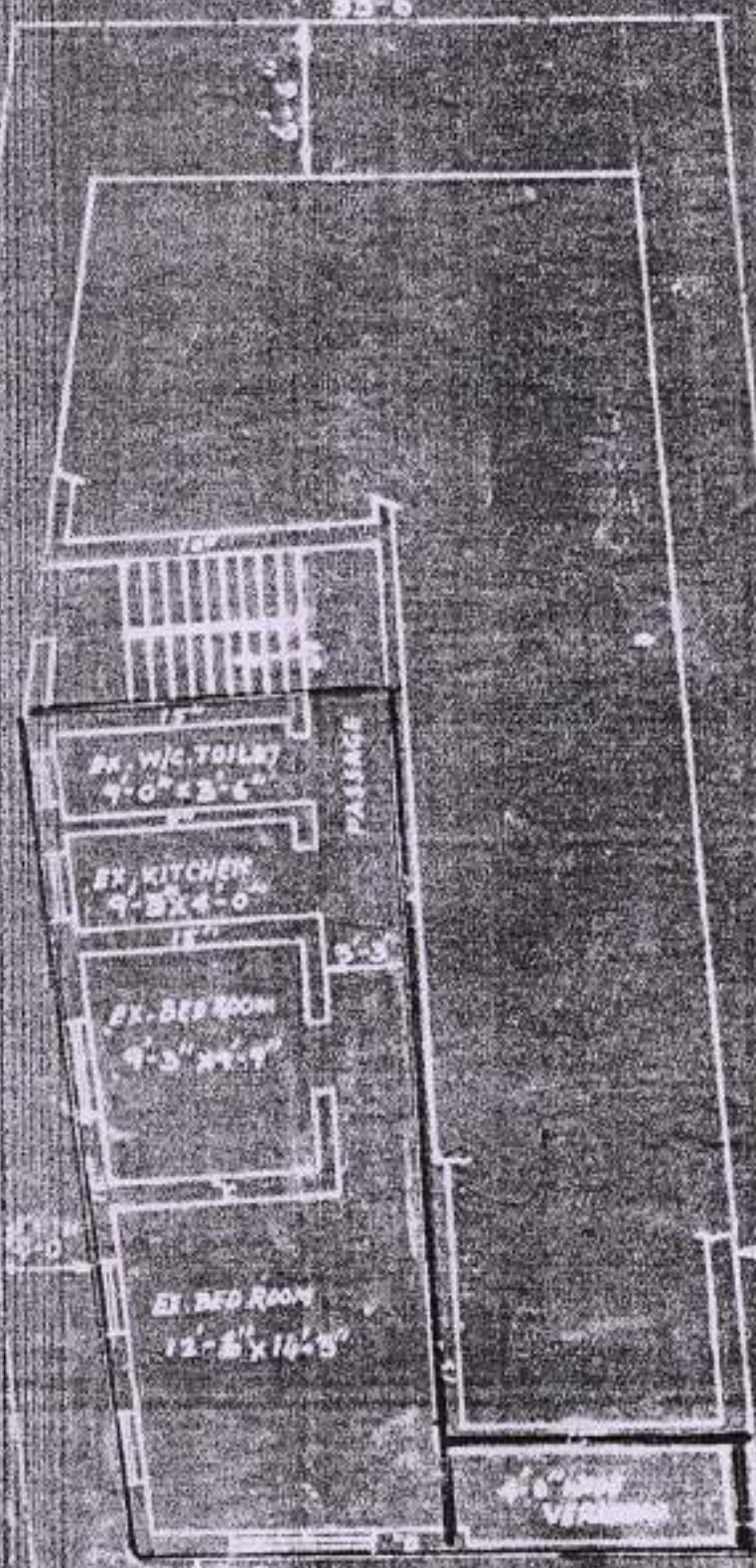
Contd...3. Western side

3. Western side common passage.
4. Beams, Foundations, Columns and supports of the building.
5. Drainage and sewerage lines and other installations for the same (except those as are installed within the exclusive area of the flat for its own use).
6. Electrical wirings and other fittings (excluding only those are installed within and exclusive area of the flat for its use).
7. Water supply system including overhead reservoir, water supply lines, pump room, pump on the ground floor, meter together with all common plumbing installations for carriage of water (except only those as are exclusively within and for use of the respective co-owners of the building).
8. Such other common areas parts, equipments installations fittings, fixtures and spaces in or about the land and the building as are necessary for passage to or use of the flat and for beneficial enjoyment of the flat.

Contd... IN WITNESS

EX. GR. GROUND FLOOR PLAN AT PREMISES No. 62/50 HARI PADA DUTTA LANE
 P. S. MADHURPUR, TOLLYGUNGE, CALCUTTA-35, K. 24 PARGANAS (S)
 NO. 62/50 HARI PADA DUTTA LANE, K. 24 PARGANAS (S), K. 24 PARGANAS (S)
 PURCHASE AREA - 150.50 SQ. FT. (APPROX) SCALE - 1 INCH = 8 FEET

PLOT, 62/43, A. SANYAL



COMMON:-
 OPEN SPACE OF WEST
 WATER RESERVOIR
 SEPTIC TANK AND
 STAIR OF G. FLOOR
 OVER HEAD N. TANK
 VERANDAH
 PROPERTY SOLD
 SHOWN IN COLOURED
 RED BORDER
 OF
 SOUTHWEST
 ROAD SIDE GROUND
 FLOOR PLAN

PLOT, 62/47, B. MURHERJEE

Bain Chakraborty
 Gopin Chakraborty

20'-0" WIDE C.M.C. ROAD

GROUND FLOOR PLAN

SIGNATURE OF VENDOR:-

SIGNATURE OF PURCHASER:-

DRAWN BY:-

Arundhati...

A.N. MALAKAR
 L.B.S.

IN WITNESS WHEREOF the Vendors hereto hereby set and subscribed their hands and seal on the day, month and year first above written.

EXECUTED & DELIVERED by

the Vendors at Calcutta
in presence of:

1. Antheudu Mauna,
C/o Digba Service Station
P.O. - Digba New Township
Dist. Midnapore.

2. Tarak Das
4/83 R. P. Colony

cd-33

Banin Chakravarty

Gouri Chakravarty

VENDORS

Ananta Kumar Bandyopadhyay

PURCHASER

Contd... MEMO OF

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. 2,00,000/- (Rupees two lacs) only being the full price for transfer of consideration thereof as under :

(a) An A/c, Payee Draft No. 098317 & 098318

Dated: 26.2.99 Drawn on W.B.State Co-operative

Bank & Central Bank of India Calcutta ~~98~~ Rs. 50,000/-

(b) Cheque No. 566344 dt. 25.2.99

drawn on U.Co.Bank Anwar Shah ^{Road} Branch. Rs. 30,000/-

(c) D.D.No. 540632 drawn on S.B.I.

Service Branch, Calcutta. Rs. 50,000/-

(d) Cheque No. 566345 dt. 23.3.99 drawn

on U.Co.Bank, Anwar Shah ^{Road} Branch. Rs. 70,000/-

Rs. 2,00,000/-

In presence of :

1. Anandharan Manna.
c/o Bigha Service Station
P.O. - Bigha Newtownship
Dist - Midnapore
2. Tarak Das
4/83 R.P. Colony.

Drafted by : cal-33

Nabe Pallil Bui 23/3/99.
Advocate.

Typed by me :

Ratan Kumar Sharma.
(Ratan Kumar Sharma)
Alipore Police Court,
Calcutta - 700 027.

Bain Chakraborty.

Gouri Chakraborty.

VENDORS
