







- 2 -

Service, both by faith - Hindu, both residing at 62/50, Haripada Dutta Lane, Calcutta - 700 033, Police Station Jadavpur, hereinafter jointly referred to as the V E N D O R S (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators,

legal .....  
*[Signature]*





- 3 -

legal representatives and assigns) of the ONE PART  
A N D (1) SRI BISWANATH DAS, son of Late Ananta Lal  
 Das, by occupation - Service, (2) SMT. RAMA DAS,  
 wife of Sri Biswanath Das, by occupation Service,  
 both by faith Hindu, both residing at 62/50, Hari-  
 pada Dutta Lane, Calcutta - 700 033, Police Station  
 - Jadavpur, hereinafter jointly referred to as the  
P U R C H A S E R S (which term or expression shall

unless .....



unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

W H E R E A S :

1. One Union Company Ltd., a Joint Stock Company within the meaning of Indian Companies Act having its Registered Office at No. 65, Sir Hari Ram Goenka Street, Calcutta was the Owner of ALL THAT piece or parcel of Mourashi Mokarari Land containing an area of 3 Cottahs 4 Chittacks 28 Sq. ft. more or less corresponding to 0.05 Satak formed out of Premises No. 62, Haripada Dutta Lane within the jurisdiction of Tollygunge Municipality.

2. The said Union Company Ltd., by and/or under a Deed of Conveyance dated 17.01.1952 sold transferred the said 3 Cottahs 4 Chittacks 28 Sq. ft. land also known and numbered as Plot No. 8 formed out of the said premises No. 62, Haripada Dutta Lane unto and in favour of one Goata Behari Chakraborty son of Late Bharat Chandra Chakraborty, resident of Chinsurah, Hooghly for the valuable consideration by a Deed of Conveyance duly registered with the Office of the Sub-Registrar of Alipore, Sadar in its Book No. I, Volume No. 8, Pages 251 to 261, Being No. 2163 for the year 1952.

3. On acquiring .....



3. On acquiring ownership over the said property the said Gosta Behari Chakraborty went on exercising all his rights and acts over the said premises and constructed a partly two storied building on the said Plot of land and the Premises was numbered as 62/50, Haripada Dutta Lane, (hereinafter referred to as "the said property").

4. While thus seized and possessed of ALL THAT the said property the said Gosta Behari Chakraborty died intestate on 3rd. December, 1965 leaving behind him three sons viz. Bhold Nath Chakraborty, Birendra Nath Chakraborty and Dhirendra Nath Chakraborty as his heirs and legal representatives.

5. Having inherited the said property the said Bhold Nath Chakraborty, Birendra Nath Chakraborty and Dhirendra Nath Chakraborty prepared a Building Plan for alterations and additions in the said existing structures at the said Premises No. 62/50, Haripada Dutta Lane and filed the same before the Corporation of Calcutta (formerly Tollygunge Municipality) and the said Plan was duly sanctioned by the Corporation of Calcutta bearing Sanction No. 555(T) dated 30.3.1979.

6. As the joint owners of the said property the said Bhold Nath Chakraborty, Birendra Nath Chakraborty

and Dhirendra .....



and Dhirendra Nath Chakraborty by and/or under the Deed of Partition in Bengali language dated 05.12.1980 corresponding to 19th day of Agrahayan, 1387 B.S. got partitioned the said property amongst themselves and said Birendra Nath Chakraborty as party of the Second Part was allotted with the properties in the said premises more fully and particularly described in Schedule - 'KHA' thereunder written together with all common rights in the said building for common purposes and/or the said premises being No. 62/50, Haripada Dutta Lane and the said Deed of Partition was duly registered with the Office of the District Sub-Registrar at Alipore in its Book No. 1, Volume No. 225, Pages 46 to 50, Being No. 9685 for the year 1980.

7. The said three brothers jointly executed a Registered Deed of Declaration at the Office of the Sub - Registrar at Alipore which was duly recorded in Book No. 1, Volume No. 315, Pages 145 to 150, Being No. - 9557, for the year 1981 by way of annexing a Plan for Partition showing therein specific demarcation of their respective portions of the Premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033, under the occupation of the Bhola Nath Chakraborty, Birendra Nath Chakraborty and Dhirendra Nath Chakraborty respectively of the said premises being popularly known and numbered

as 62/50 Hari .....



as 62/50, Haripada Dutta Lane, Calcutta - 700 033 and the said Partition has already been acted upon and binding upon themselves.

8. The said Birendra Nath Chakraborty thereafter constructed three storied building comprising three flats one in each floor respectively on his demarcated portion as recited in the said Registered Deed of Partition dated 05.12.1980 and Registered Deed of Declaration dated 13.8.81 and duly mutated his name in the Assessment Records of the Calcutta Municipal Corporation bearing Assessee No. 21-094-05-0302-4 which is more fully and particularly described in the FIRST SCHEDULE hereunder written.

9. The said Birendra Nath Chakraborty died intestate on 14.07.1995 leaving behind him surviving his widow Smt. Gouri Chakraborty and only son Barin Chakraborty, the Vendors herein as his heirs and legal representatives and none else, who have jointly inherited the said property left by said Birendra Nath Chakraborty, since deceased.

10. The Vendors are thus jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT three storied residential building comprising

three .....



three flats one in each floor respectively one the said 'Kha' Schedule property as mentioned in the FIRST SCHEDULE hereunder written together with all common facilities, amenities in the said building and/or premises situate lying at and being the Premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033 under C.M.C. Ward No. 94, Police Station - Jadavpur free from all encumbrances.

11. The Vendors have now agreed to sale and the Purchasers have now agreed to purchase and/or acquire ALL THAT the flat in the ground floor consisting of one room, one Kitchen, one bath-cum-privy having super built up area of 300 Sq. ft. more or less in the North-Western side of the three storied building along with all common rights, facilities and/or amenities for use and enjoyment attached to the said flat and passage for egress and ingress to the said flat from C.M.C. Road in the said Premises No. 62/50, Haripada Dutta Lane, more fully and particularly described in the SECOND SCHEDULE. (hereinafter referred to as the 'said flat') hereunder written free from all encumbrances at or for the total consideration of Rs. 1,50,000/- (Rupees One Lac Fifty thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,50,000/- (Rupees One Lac Fifty thousand) only

well and .....



well and truly paid by the Purchasers to the Vendors,  
(the receipt whereof the Vendors doth and each of them  
doth hereby as well as the receipt hereunder admit and  
acknowledge) and of and from the payments of the same  
and every part thereof doth hereby release acquit and  
forever discharge the Purchasers as also the said flat  
is ground floor in the North-Western side of the said  
three storied building along with the undivided share  
or interest in the land hereby conveyed, the Vendors  
doth hereby grant, sell, convey transfer, assure and  
assign unto the Purchasers ALL THAT the undivided share  
or interest of the Vendors in land attributable to said  
flat situate lying at Premises No. 62/50, Haripada  
Dutta Lane, Calcutta - 700 033, Police Station -  
Jadavpur under Ward No. 94 of the Calcutta Municipal  
Corporation, District South 24 - Parganas TOGETHER WITH  
the flat in the North-Western side in the ground floor  
of the said three storied building, erected, built and  
constructed on the said land or on part thereof and fully  
described in the SECOND SCHEDULE hereunder written and  
as shown and delineated in the Map or Plan annexed  
hereto and bordered R E D thereon and hereinafter  
collectively referred to as the 'said flat' TOGETHER  
WITH the undivided proportionate share or interest in  
the common portions of the said building as fully  
mentioned in the SECOND SCHEDULE TOGETHER WITH the  
exclusive right to own, use of the common parts or por-  
tions of the said building in common with the owners and  
occupiers .....



occupiers of the other residential flats of the said building for the purpose of ingress and egress from the main Municipal Road A N D ALL the estate right, title, interest, property, claim or demand whatsoever of the Vendors into or upon the said flat and all other benefits rights and properties herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured and/or expressed or intended so to be and every part thereof respectively TOGETHER WITH respective rights, liberties and appurtenances whatsoever to and unto the Purchasers free from all encumbrances, trusts, liens, attachments whatsoever (save only those as are expressly mentioned herein) and also TOGETHER WITH the rights of easements and quasi-easements and other stipulations, provisions in connection with the beneficial use and enjoyment of the said flat in the manner and on the condition mentioned in the SECOND, THIRD SCHEDULE hereunder written TO HAVE AND TO HOLD the said flat and all properties benefits and rights hereby granted, sold, conveyed, transferred assigned and assured and every part or parts thereof respectively absolutely and forever EXCEPTING AND RESERVING unto the Vendors and/or the Owners of other flats in the said building such easement and quasi-easement right and privileges as mentioned/written and subject to the Purchasers covenant and observance of the terms and conditions, obligations as contained herein and also subject to the

Purchasers'.....



Purchasers' paying and/or discharging all rates, taxes, easements and other impositions now chargeable or which may hereafter become payable to the Government. The Calcutta Municipal Corporation or any other Statutory Body or Authority in respect of the said flat wholly and the common expenses proportionately and all other outgoings in connection with the said flat wholly and as far as the said land and the common portions of the said building are concerned proportionately and it has also been agreed that if the Purchasers decide to transfer the said flat as mentioned in the SECOND SCHEDULE hereunder written, in that event, they shall offer the same to the VENDORS at the first instance.

THE VENDORS DO HEREBY COVENANT WITH PURCHASERS AS FOLLOWS :

a) The interest which the Vendors do hereby profess to transfer subsists and that they have good right full power absolute authority and indefeasible title to grant convey transfer assign and assure the said impartible undivided proportionate share or interest in the land attributable to the said flat comprised in the said premises hereby granted conveyed transferred assigned and assured unto the Purchasers in the manner aforesaid.

b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into hold

and enjoy .....



and enjoy the said impartiable undivided proportionate share or interest in the land attributable to the said flat comprised in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or demand or disturbances whatsoever from or by the Vendors or any person or persons claiming through under or in trust for them.

c) That the said impartiable undivided proportionate share or interest in the land attributable to the said flat comprised in the said premises in freed and discharged from and against all manner of encumbrances whatsoever.

d) The Vendors shall from time to time and at all times hereafter on every reasonable request and at the cost of the Purchasers make to acknowledge, execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for better or more perfectly assuring the said undivided share or interest in the land attributable to the said flat comprised in the said premises unto the Purchasers in the manner aforesaid as shall or may be reasonably required.

e) The Vendors shall unless prevented by fire or some other inevitable accident from time to time and at

all times .....



all times hereafter upon every request and at the cost of the Purchasers produce or cause to be produced to the Purchasers or their Attorney or Agents or at any Trial Commission or examination or otherwise as occasions shall require all or any of the deeds documents and writings relating to the title of the said flat and also shall at the like request and cost deliver to the Purchasers such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled.

f) The Vendors hereby undertake and declare that the statutory 4' wide Western side passage will be remain common upon the grill gate which has already been installed in front of the Purchasers flat and from the grill gate the remaining abovesaid passage adjacent to the said flat will be exclusively belong to the Purchasers for their sole use and occupation and the Vendors will be at liberty to enter/access in the same for maintenance of the building as and when required.

g) The C.M.C. tap fixed in the Western side boundary wall of the passage will be exclusively used by the Purchasers.

h) That the .....



h) That the existing southern side door on the room of the Purchasers' flat will be used by the Purchasers for egress and ingress in case of emergency.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AS FOLLOWS :

- a) To pay and discharge regularly and punctually all taxes, impositions, common expenses and all other outgoings in connection with the said flat wholly and in connection with the building and the said land and in particular the common portions proportionally.
- b) Not to use or allow to use the said flat hereby purchased for the purpose of other than for quite and decent residential purpose.
- c) Not to do anything whereby the other Purchasers are obstructed or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
- d) Not to claim any partition or sub-division of the demise land or other common parts and not to partition of the flat/unit by metes and bounds.
- e) To keep the said unit/flat in good state of repairs and conditions.
- f) The Purchaser .....



f) The Purchasers shall have the liberty to transfer, assign, mortgage, lease or let out their interests in the said flat subject to the condition that the transferee, assignee, mortgage, lessee or tenant of the Purchasers shall be bound and liable to observe, perform and carry out all the terms conditions and obligation on the part of the Purchasers, subject to covenants mentioned herein.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the three storied residential building comprising three separate flats, one in each floor together with common spaces, passages and stair-cases and main entrance for egress and ingress from the main road with all amenities and facilities measuring more or less 1 (one) Cottah 1(one) Chittack and 23 (Twenty three) Sq. ft. of land being Premises No. 62/50, Haripada Dutta Lane, Police Station Jadavpur, Calcutta - 700 033, under C.M.C. Ward No. - 94, butted and bounded by :-

NORTH	:	Premises No. 62/43, Haripada Dutta Lane ;
SOUTH	:	20' ft. wide Haripada Dutta Lane ;
EAST	:	Premises No. 62/47, Haripada Dutta Lane ;
WEST	:	Premises No. 62/2, Haripada Dutta Lane ;

THE SECOND SCHEDULE....



THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the self-contained ground floor flat (North-Western side) consisting of 1(one) room, 1(one) Kitchen, 1(one) bath-cum-privy, having area of 300 Sq.ft. super built-up area more or less along with the common right to use and enjoy the Western side passage for egress and ingress to the said flat from the C.M.C. Main Road, together with the undivided proportionate share or interest in the land attributable to the said flat at Premises No. 62/50, Haripada Dutta Lane, Calcutta - 700 033 under Ward No. 94 of the Calcutta Municipal Corporation, Police Station - Jadavpur, Sub-Registration Office at Alipore within the District of South 24 - Parganas a portion of FIRST SCHEDULE written hereinabove together with the rights of users of the common parts/ portions in the said building as mentioned in the THIRD SCHEDULE hereunder written and the said flat is delineated in the Map or Plan annexed hereto and bordered R E D thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common parts and portions in the Flat/Building)

1) Electric wiring and fittings and fixtures for common passage and other common areas and operating the water pump and motor.

2) Electric .....



- 2) Electric Meter Room with meters, switch boards and other electrical fittings, distribution cables and their accessories.
- 3) Drains, sewers from building to the Corporation sewers, septic tank and soak pit.
- 4) Common right to use North-Western side passage upon the existing grill gate for egress and ingress from the C.M.C. Road to the said flat.
- 5) Water pump, pump house and motor, water reservoir, overhead tanks and distribution pipes from overhead water tanks and distribution pipes from overhead water tanks to different flats and from reservoir to the tanks.
- 6) Water sewerage erection pipes from the flat to drains and sewers common to the building.
- 7) Right of using the roof for water reservoir and water pipes only for maintenance and for affixing T.V. Antenna and for other common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses in the building and/or in the said flat)

- 1) The expenses of maintaining, repairing of the said building gutter and main water pipes, sanitary pipes,

electric .....



electric pipes, wire and installations in under or upon the occupier of other flats and other occupiers/ owners and main entrances, passage, landing and staircase of the building as enjoyed by the Purchasers or used by the Purchasers in common as aforesaid and the boundary walls of the building compounds etc.

- 2) The cost of cleaning and lighting the passages, and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
- 3) The cost of salaries of sweepers etc.
- 4) The cost of working and maintenances of other light and service charges.
- 5) The cost of working and maintenance of pump, equipments, installation etc. until and unless Purchasers installed at their own cost separate Syntex water reservoir/tank on the roof for their exclusive users.
- 6) Calcutta Municipal Corporation and other taxes and/or outgoings saving those separately assessed or incurred in respect of the said flat.

IN WITNESS .....



IN WITNESS WHEREOF the Parties hereto have  
hereunto set and subscribed their respective hands, seals  
on the day month and year first above written.

SIGNED SEALED & DELIVERED  
by the VENDORS at CALCUTTA

In the presence of :

1) Susanta Majumder  
6/8, T. G. Road Cal-33

2) Ram Jib B. Koli  
Adalat

: Gauri Chandra Bosty  
Bain Chakravarty

SIGNED SEALED & DELIVERED :  
by the PURCHASERS at CALCUTTA

In the presence of :

1) Susanta Majumder

2) Ram Jib B. Koli  
Adalat

Biswanath Das.  
Rama Das.



RECEIVED of and from the withinnamed Purchasers the within mentioned sum of Rs. 1,50,000/- (Rupees One Lac and Fifty Thousand) only towards the consideration money in full in respect of the sale of said flat in ground floor in the building as per Memo below :-

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque No./ Cash.</u>	<u>Bank</u>	<u>Amount(Rs)</u>
6.12.96	727721	U.B.I. Tollygune Branch.	- 50,000/-
16.10.96	Cash	-	- 20,000/-
8.2.97	Cash	-	- 20,000/-
7.3.97	727722	U.B.I. Tollygune Branch.	- 60,000/-

TOTAL .... Rs. 1,50,000/-  
=====

(Rupees One Lakh and Fifty Thousand only)

WITNESSES :

- 1) *Srisanta Majumdar*
- 2) *Ranajit Baski*

*Gopin Chakravarty*  
*Bain Chakravarty*

SIGNATURE OF THE VENDORS

Drafted by :  
*Ranajit Baski*  
Advocate,  
Alipore Judges' Court,  
Calcutta - 700 027.

Typed by :  
*Tapan Chakravarty*  
Alipore Judges' Court,  
Calcutta - 700 027.



