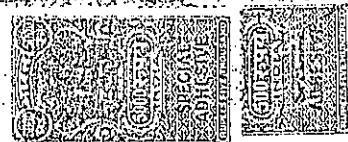
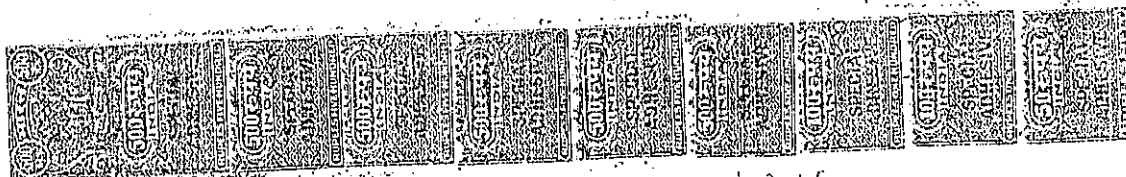


29



Q0BB 747962



D. S. D. 53675/- Paid

STAMP AFFIXED BY

STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

Handwritten notes on the left margin:
- 17500
- 8750
- 26250
- 13
- 3/55
- 23/4
- 4114
- 7
- 28
- 4

U/SU (8) of the W.B. Prevention of Undue
Valuations of Instruments Rule 1994
Market Value Assessed Rs.
Deficit Stamp Duty of Rs.

D. A. 8415/-

THIS DEED OF SALE IS MADE on this the 13th

7th day of March, in the year One Thousand Nine

Hundred and ninety-Nine (1999) BETWEEN

(2) VICTOR FLAVIEN

CLIVE PAUL FLAVIEN/son of late Sylvain Joseph

Stamboulie, by faith Christian, by occupation

Landholder, residing at 18, Wellesly 2nd Lane,

Police Station-Park Street, Calcutta- 700 016.

Contd...P/2.

Handwritten notes at the bottom left:
- 17500
- 8750
- 26250
- 13
- 3/55
- 23/4
- 4114
- 7
- 28
- 4

15, muf 12 15, m
1 muf 2 2 m
5 muf 1 5 m

Day of April 1909

May of April 1969

at the ... office ...

Alison ... by No.

Document/Label

to be made by the Secretary

[Faint handwritten notes at the bottom of the page]

SUBJECT: /

PAGE: 7

Power of Attorney

RECEIVED
JAN 10 1964

18 10 ...
... 1975 ...

2

13.4.98

Valer. Flaccin

2206

(1) Eine neue Färbung

(2) Victor Flanagan

by the pen of
Nelson F. Larcen

the constitution of the

Identified by —
P. Mohan ^{Associate}
High Court, Calcutta



P. Mohanti

11/10/60

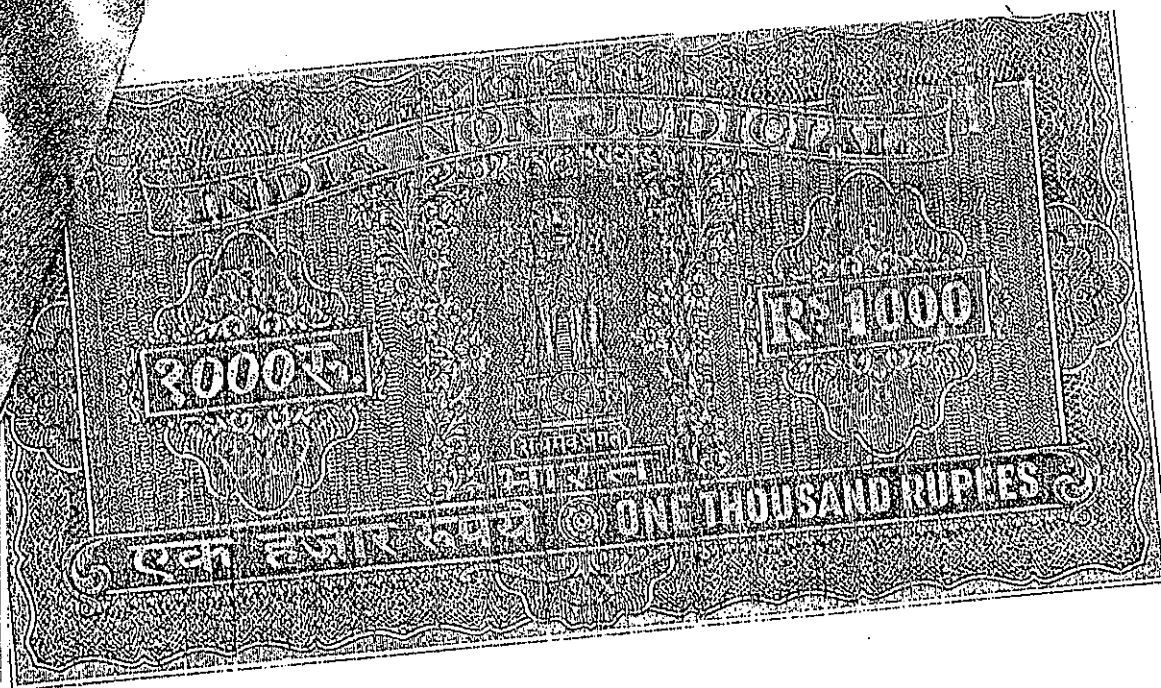
17. Amelanchier canadensis (Cult.)

100-443886-100

✓ Comments: [illegible]

7-11-68

13.4.58



3
- (2) -

represented by his Constituent Attorney

NELSON FLAVIEN son of late Sylvain Joseph Stam-
boulrier, by faith Christian, by occupation Land-

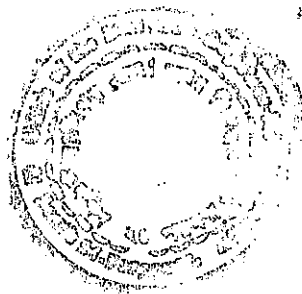
Holder, residing at 18, Wellesly 2nd. Lane, Po-

lice Station-Park Street, Calcutta- 700 016,

hereinafter called and referred to as the

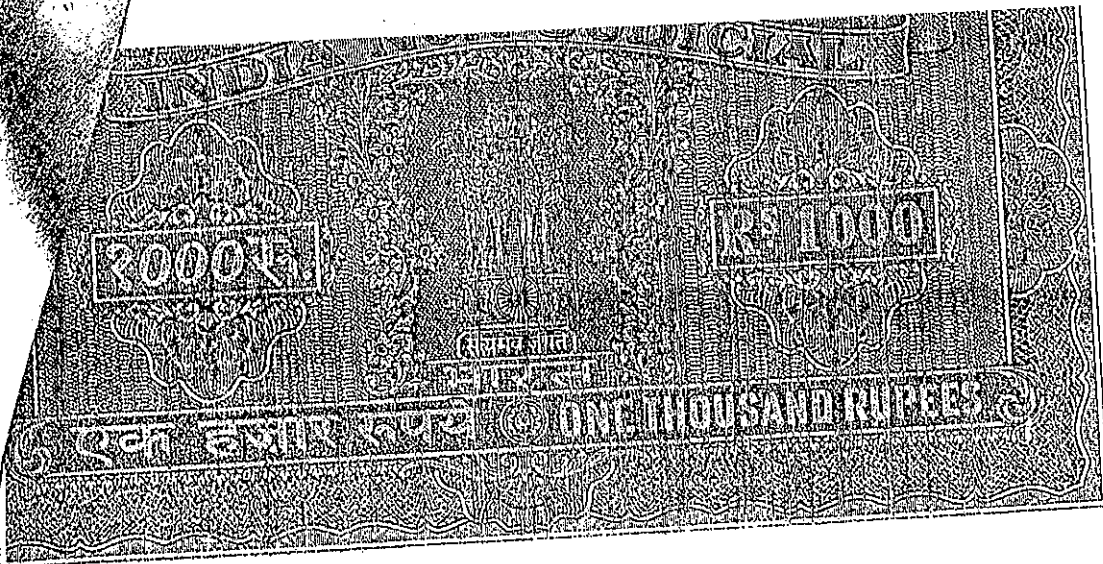
Nelson Flavién Contd...P/3.

3-673(9)
 Paid to Sri/Smt
 Rs. 100/-
 9/11/17
 Stamp Clerk,
 Alipore Treasury Bank Bt. 100



P. Mow-Adnan
 High Court, Calcutta

RECEIVED BY
 13



- (3) -

' V E N D O R S ' (Which term or expression shall
unless excluded by or repugnant to the context
be deemed to mean and include their legal heirs, ed
executors, representatives, administrators and ean
assigns) of the ONE PART ;

M. Gov. F. Lencar

Contd...p/4

Contd...P/6

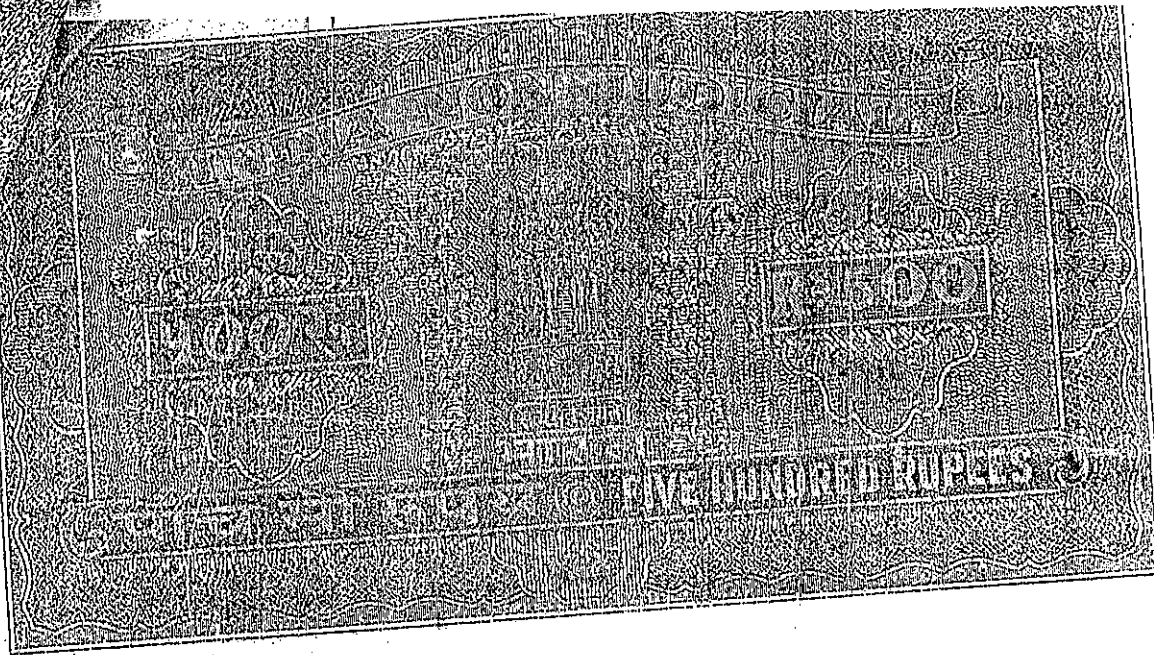
No. 627 (4) to 717 (3)
 Field to Sri/Cont. U. S. Sub. M. S. S.
 Address:
 Re:
 Stamp Clerk,
 Allpore Treasury South M. F.

3



High Court, Calcutta

13.4.48
 13.4.48



-(4)-
A N D

NABI MOHAMMAD son of late Md.Soleman, by
faith Islam, by occupation Business, residing at
10/N, Tiljala Shibatala Lane, Police Station -
Karaya, Calcutta-700 039, hereinafter called
and referred to as the 'PURCHASER'
(Which term or expression shall unless excluded
by or repugnant to the context be deemed to mean
and include his heirs, executors, legal repre-
sentatives, administrators and assigns) of the
OTHER PART :

Mulson Plencia Contd...p/5

Mulson Plencia Contd...p/6

18000 12.15, mo
1 mo 2.0 2 mo
5000 1.0 500

17, 5005



High Court

13.4.98

-(5)-

WHEREAS One David Sassion and Co. a Company having its registered office at 12, Leagon Hall Street, London, having its Branch office at 4, Lower Range, Calcutta, was the absolute owner of 11(eleven) Bighas 10(ten) Cottahs 8(eight) Chittaks and 41 (fourty-one) square feet of land comprised in Holding no. 208 and 212, formerly numbered 145, 150, 151A, 151B, 152, 155, 155A, 155B and 156, being Municipal Premises no. 10 and 20, Topsia Road and 1 (one) Bigha 10(ten) cottahs 6(six) chittaks 27 (twenty-seven) square feet comprised in Holding no. 157/158, Being premises no. 21, Topsia Road and 1 (one) Bigha 1 (one) Cottah 3 (three) chittaks being holding no. 200, Premises no. 32, Topsia Road and 1(one) Bigha 18(eighteen) Cottah 11 (eleven) chittaks and 18(eighteen) sft.

David Sassion Contd...P/6



-(6)-

of land, being Holding no.199, vide Premises no. 33, Topsia Road, within the limits of the Village Topsia, Mouza Gobra East, Police Station- Beniapur, Sub-Registry office Sealdah, District : 24-Parganas.

AND WHEREAS after obtaining the property from the rightful owner the said David Sassion and Company was enjoying the same free from all encumbrances and attachment after mutating its name in the records of the settlement records of rights.

AND WHEREAS on 26th.day of May, 1933 the said David Sassion and Company have transferred the above mentioned property altogether measuring about 16(sixteen) Bighas 1 (one) cottah 13 (thirteen) chittaks and 41(forty-one) square feet of land in

Tulsa Plan Contd...P/7



--(7)--

favour of the predecessor-in-interest of the Vendor Flavien Joseph by a registered deed of sale from the office of the S.R.Sealdah, registered in Book no.1, Volume no.17, Page nos.31 to ,Deed no.794, for the year 1933.

AND WHEREAS after obtaining the property from the rightful owner the said Flavien Joseph Stam-boulier was enjoying the same free from all encumbrances and attachments after mutating his name before the records of the Settlement records of rights.

AND WHEREAS on 16th.day of June,1956 the said Flavien Joseph have purchased another piece and parcel of land measuring about 15(fifteen) Cottahs 14(fourteen) ohittaks comprised in Holding

Flavien Joseph
Contd..P/8



-(8)-

no.173, being premises no,30/1,Topsia Road(south)
under Mouza East Gobra, Police-Station-Beniapukur.
District : 24-Parganas from the rightful owner
Haji Altaf Hossain son of Sk.Badhu of 1/A,Noor Ali
Lane, Calcutta, by a registered deed of sale from
the office of the Sub-Registrar at Sealdah, regis-
tered in Book no.1, Volume no.27, Page nos. 151 to
156, Being no.1354, for the year 1956.

AND WHEREAS after purchasing the property
from the rightful owner he was enjoying the same
alongwith his other properties after paying ne-
cessary taxes to the local authority.

AND WHEREAS on 31st. day of May,1957 the
said Antoine Flavien alias Flavien Joseph Stambou-
lier have purchased another piece and parcel of

Antoine Flavien, Contd...P/9



-(9)-

land, measuring about 17(seventeen) Cottahs 13
(Thirteen) chittaks and 15(fifteen) square feet
comprised in Holding no.204, premises no.30/2,
Topsia Road (south), from the rightful owners
Probodh Chandra Mukherjee son of Ram Kamal Mukher-
jee ,Smt.Nanda Rani Devi, widow of late Bhola
Nath Mukherjee son of Charu Chandra Mukherjee,
Nalin Kumar Mukherjee son of Sarat Chandra Mukh-
erjee, Anil Kumar Mukherjee son of Sarat Chandra
Mukherjee, Smt.Annapurna Devi widow of late Purna
Chandra Mukherjee, Sribash Mukherjee son of Purna
Chandra Mukherjee of 77A, 77C, 77D, Deb Lane,
Entally, by a registered deed of sale from the
office of the D.R.at Alipore, registered in Book
no.1, Volume no.53, Page nos.214 to 221, Being
no.3295, for the year 1957.

Nalin Kumar Mukherjee

Contd..P/10



--(10)--

AND WHEREAS after purchasing the property from the rightful owner the said Antoine Flavien was enjoying the same alongwith other properties after paying necessary taxes to the local authority.

AND WHEREAS on 3rd.day of April,1957 the said Antoine Flavien have purchased another piece and parcel of land measuring about 1 (one) Bigha 17(seventeen) Cottahs 3 (three) Chittaks and 5 (five) square feet of land, comprised in Holding no.198, Premises no.41, Topsia Road (south), Mouza Topsia, Police Station-Beniapukur, District :24-Parganas from the rightful owner Sk.Tahiruddin Ahmed son of Sk.Abdul Khair, of 35,Topsia Road (south), Calcutta, by a registered deed of sale from the office of the Sub-Registrar at Sealdah,

Antoine Flavien Contd..P/11



-(11)-

registered in Book no.1, Volume no.20, Page nos. 105 to 112, Being no.640, for the year 1957.

AND WHEREAS by virtue of purchase through four separate registered deeds the said Antoine Flavien son of Joseph Flavien of 12, Kyd Street, Calcutta, became the absolute owner in respect of 19(nineteen) Bighas 11 (eleven) cottahs 12 (twelve) chittaks and 16(sixteen) square feet of land comprised in Mouza Purba Gobra, Topsia, Police Station-Beniapukur, Calcutta, District : 24-Paraganas, specifically mentioned and described in the schedule hereunder written and since then he was enjoying the same free from all encumbrances and attachments after paying necessary taxes to the local authority.

Antoine Flavien

Contd...P/12



- (12) -

AND WHEREAS the said Sylvain Joseph Stambou-
lier also known as Sylvain Joseph Flavien Antoine
S.J. Flavien and Antoine Flavien died intestate on
28th. day of September, 1958, leaving behind him
the following persons as his sole legal heirs and
executors :-

- 1) MRS. MYRTLE ADELE FLAVIEN (Widow)
- 2) ANTOINE J.W. FLAVIEN (son)
- 3) CLIVE PAUL FLAVIEN (son)
- 4) NELSON FLAVIEN (son)
- 5) NECHOLAS FLAVIEN (son)
- 6) VICTOR FLAVIEN (son)
- 7) MRS. ADELE LUTHER (Ne Flavien) (daughter)

Mrs. Adele Luther

Contd..P/13



- (13) -

AND WHEREAS after the demise of the said Antoine Flavien the above mentioned persons have jointly inheretated the property left by their demised predecessor as per the provision laid down by the Indian Succession Act, 1925.

AND WHEREAS in accordance with the provision of the Indian Succession Act, 1925 the said Mrs. Myrtle Adele Flavien the widow became the absolute owner in respect of the undivided 1/3rd. share of interest in the Estate left behind by her demised husband Antoine Flavien and the remaining property were devolved his sons and daughter in equal proportion at the rate of undivided 1/9th. share of interest in the entire Estate left by the said deceased Antoine Flavien.

M. Adele Flavien

Contd...p/14



-(14)-

AND WHEREAS by the order of the Hon'ble High Court at Calcutta in its Testamentary and interest Jurisdiction in the matter no.153/1960 the said Myrtle Adele Flavien was appointed and an administratrix to Estate deceased Antoine Flavien and letters of administration out of and under the seal of the said High Court was issued to her.

AND WHEREAS by an order dated 26th.day of June,1978 the said Hon'ble High Court at Calcutta divested and discharged the said Myrtle Adele Flavien as an administratrix and appointed Mr. G.P.Ghosh, Advocate as an Administrator pendente-lite over and/or in respect of the entire Estate both movable and immovable including the said property of the said deceased Antoine Flavien.

Contd...P/15



-(15)-

AND WHEREAS the said Hon'ble High Court at Calcutta by an order dated 24th.day of July, 1979 directed the said administrator pendente lite to instruct M/S. Talbot and Company Engineers, Surveyors and Valuers to survey or Assess the value and divide the said property into 9(nine) plots and submits a Scheme of partition of the said property amongst the parties in accordance with their respective shares.

AND WHEREAS during the course of the said proceeding on or about 27th.day of July, 1979 Mrs. Myrtle Adele Flavien Died.

AND WHEREAS by an order of the Hon'ble High Court at Calcutta made on 4th.day of September, 1979 and on 28th.day of November, 1979 the said

Talbot & Co.

Contd..p/16



--(16)--

Mr.G.P.Ghosh,Advocate, was discharged from the post of administrator instead of him Mr.D.K.Ghosh Bar-at-Law was appointed as an administrator pendente lite in his place and was empowered inter alia to continue the winding up proceeding partition and distribution of the said property.

AND WHEREAS after being administrator the said D.K.Ghosh instructed the said M/S.Talbot and Company to survey and value the said property prepare a Plan and to Frame a Scheme of division thereof

AND WHEREAS the said M/S.Talbot and Company surveyed a value of the said property and prepared a plan thereof and sub-divided the same in 9(nine) plots indicated in the said plan or Map prepared by them as lot 1 to 9.

Delivered to the Court
Contd..P/17



-(17)-

AND WHEREAS the said M/S. Talbot and Company by its reports dated 29.01.1979 and 6th day of March, 1979 submitted the result of survey and valuation of the said property including the Map or plan prepared by them to the said Mr. D.K. Ghosh administrator pendente lite.

AND WHEREAS the said M/S. Talbot and Company in the said Map or plan prepared by it provided for a 30' ft. wide common passage as indicated thereon for using common by all the said plot holders for the faithful and beneficial user enjoyment and possession of the respective lots.

AND WHEREAS the aforesaid heirs and legal representatives of the deceased for their better user and enjoyment of the said property mutually accepted and affirmed the said partition by meets and bounds.

W. L. S. Talbot

Contd..P/18



-(18)-

AND WHEREAS the said Mr.D.K.Ghosh, administrator pendentalite have distributed the said respective lots to the heirs and legal representatives of the said deceased in the manner mutually agreed by them as aforesaid.

AND WHEREAS the said D.K.Ghosh, by his report dated 16th.day of July, 1982 brought the matter to the notice to the Hon'ble Court and inter-alia reported that he had divided and distributed the land and building at Topsia to the heirs and legal representatives of the said deceased and that the accounts through the said heirs, and legal representatives had been amicably settled and that the said parties had agreed to accept particulars lots are as demarketed by the said M/S.Talbot and ^{THE} Company as their respective share and that ^{THE} Owelty money would be payable by any of the said parties.

Messa. F. L. ...

Contd...p/ 19.



-(19)-

AND WHEREAS by an order dated 16th.day of August, 1982 passed by Hon'ble Justice Mr.Depak Kumar Sen, Hon'ble Justice Mr.Depak Kumar Sen, Hon'ble Judge Calcutta High Court confirmed the said interim report passed by Mr.D.K.Ghosh, administrator pendente lite passed by the Hon'ble High Court at Calcutta.

AND WHEREAS on the death of Mr.D.K.Ghosh, the Hon'ble High Court by order dated 25th.day of June, 1983 appointed Mr.Gour Ray Chowdhury, Bar-at-Law as the administrator pendente lite in place of the said Mr.D.K.Ghosh, deceased.

AND WHEREAS by further order dated 16th.day of February, 1989 the said Mr.Gour Ray Chowdhury

Dr. Gour Ray Chowdhury

Contd..p/20



-(20)-

was discharged from further acting as administrator pendente lite and Nelson Flavien and Mr. Niranjan Haldar were appointed as joint administrators pendente lite over the estate of the said deceased in place and instate of Gour Ray Chowdhury.

AND WHEREAS after the distribution of the property in accordance of the direction passed by the Hon'ble High Court the vendor and his co-shares have amicably settled their disputes hence the case was dropped.

AND WHEREAS it can be mentioned here that the property left by Mr. Antoine Flavien was divided 9 (nine) plots as per the direction passed by the Hon'ble High Court at Calcutta in the manner have set forth hereunder written.

Antoine Flavien

Contd..P/21



- (21) -

Lot no. 1, Myrtle Adele Flavien

Lot no. 2, Antoine J.W. Flavien

Lot no. 3, Clive Paul Flavien (Vendor)

Lot no. 4, Victor Flavien (Vendor)

Lot no. 5, Mrs. Adele D. Lutter (Ne Flavien)

Lot no. 6, Nicholas Flavien

Lot no. 7, Myrtle Adele Flavien

Lot no. 8, Myrtle Adele Flavien

Lot no. 9, Nelson Flavien .

AND WHEREAS as per the order passed by the

Hon'ble High Court at Calcutta, Clive Paul Flavien
was allotted and awarded the said lot no. 3 and Victor
Flavien was allotted and awarded Lot no. 4 of which

Dele. Flavien

Contd. ...P/22.



-(23)-

the schedule property is a demarketed part of partition which is within the limits of the Calcutta Municipal Corporation, Vide Premises no.29, Topsia Road (south), Police Station-Beniapukur, now Topsia, Calcutta- 700 046, and since then he was enjoying the same free from all encumbrances and attachments after paying necessary taxes to the local authority.

AND WHEREAS the competent authority, Calcutta vide his notice no.18 UL XI 327/91 dated 26th.day of July, 1991 in exercise of the Power conferred under Sub-Section II of Section 6 of the Urban Land Ceiling and Regulation Act, 1976 directed Mr. Nelson Flavien to file statement of Form no.1, ~~without~~ without giving any notice to his co-sharers.

Nelson Flavien

Contd...P/23



-(23)-

AND WHEREAS against the said notice the said Nelson Flavien objected the same as he has no statutory liability for filling the same as the property have amicably partitioned amongst the co-sharers as per the direction made by the Hon'ble Court at Calcutta and the provision of Urban Land Ceiling and Regulation Act, 1976 have no application because the said Nelson Flavien and his co-sharers became the owner of the schedule property in the year 1958 so their properties can not be clubbed together with for the purpose of the said act in as much as they hold the same in severality.

T H A T the representation made Nelson Flavien was negated by the competent authority.

Nelson Flavien

Contd...P/24



-(24)-

AND WHEREAS being aggrieved and dissatisfied by the impugned order made by the competent authority the said Nelson Flavien have filed a Writ Petition before the Hon'ble High Court at Calcutta under Article 226 of the Constitution of India challenging the impugned order passed by the competent authority.

T H A T the Writ was registered as Matter no.360/93.

AND WHEREAS after hearing both the parties the Hon'ble Mr. Justice Dipak Prasad Kundu vide his Order dated 17.02.1998 was pleased to direct the respondent no.2, competent authority to hear the matter no.360/93 and the application in C.A.No. 2665/97 as representation made by the Writ petition er and also added respondent and consider the same

Nelson Flavien

Contd..P/25



-(25)-

and to pass a Reasoned Order within 6(six) weeks from the date of commencement of the said Order in accordance with the direction passed by the Hon'ble court at Calcutta.

AND WHEREAS in pursuance of the order passed by the Hon'ble High Court at Calcutta, the competent authority was pleased to hear the Ld. Lawyer for the petitioner and the added respondent on.20.03.98 and finally on 17.08.98 and was pleased to hold that the notice dated 26.07.91 issued by the competent authority under Section 6(2) for filling return under Section 6(1) of the act was vague and illegal because it would not be issued to any persons as there is no such provisions of Service of notice and it was not per-

Nelson Fleming.

Contd..P/26



-(26)-

missible because the petitioner Nelson Flavien was not the 'KARTA' of the Hindu undivided family. Moreover that no statement under Section 5(1) was filed by the petitioner, the competent authority has no Jurisdiction to prepare draft statement under section 8 of the said act, as such the said proceeding in Sue-Moto Case no.243/91 was bad and illegal and the same is liable to quashed and there is no provision in Section 5 itself authorising the competent authority to start Sue-Moto proceeding, the non compliance of the provision of the Act, 31 of the Act, However in the instant Case no such action was taken by the predecessor-in-interest of competent authority to proceed against the holder under Section 38 of the said Act.

Nelson Flavien

Contd..P/27



-(27)-

AND WHEREAS it was also observed by the competent authority 'My predecessor in office *N.F.* proceeded without Sue-Moto proceeding which was not only irregular but also an illegally as being not provided under law according I find no other way out but to drop Sue-Moto proceeding no.243/91.

IT CAN be mentioned here that the father of the purchaser is occupying a portion of the above mentioned property measuring about 5(five) Cottahs 00 chittaks and 00 sq-ft of land together with a tile shaded pucca structure measuring about 1210 sq.ft. under the vendor as a monthly tenant at a monthly rental of Rs.490/- (Rupees four hundred and Ninety) only payable according to English Calendar month since 1985.

Mulraj P. B. B.

Contd...P/28



-(28)-

AND WHEREAS after the clearance of the property from the competent court of Law, the tenant being the purchaser of the property expressed their willingness to purchase the tenanted property from the rightful owner at a total consideration of Rs. 3,75,000/- (Rupee Three Lakhs Seventyfive Thousand) only free from all encumbrances and attachments and the Vendor has agree to transfer the property in favour of the purchasers the aforesaid consideration money free from all encumbrances and attachments and the Vendor have a clear and marketable title to the property .

AND WHEREAS the Vendor have Aurtherised Mr. Nelso Flavien to dispose his respective lot at a rasonable market price in favour of the Intanding purchasers as the Vendor reside far away

Nelso Flavien

contd. p/29.

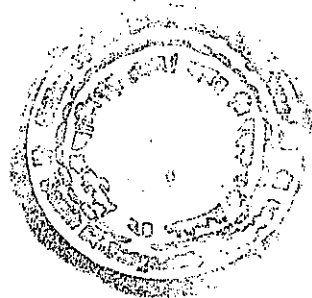


-(29)-

from the schedule property and have given a
POWER OF ATTORNEY in favour of his brother
Nelson Flavien so that he may be able to trans-
fer the schedule property on his behalf in favour
of the intending Purchaser.

AND WHEREAS the purchaser herein has agreed
to purchase all that piece and parcel of demarke-
ted land measuring about 5(five) cottahs 00 chitt-
aks and 00 sq.ft. be the same a little more or
less, lying and situated at Mouza East Gobra,
Holding no.212, 157/158, under the Portion of
Premises no.29, Topsia Road (south), Police Sta-
tion Beniapukur, now at Topsia, within the Cal-
cutta Municipal Corporation, being demarketed

Nelson Flavien Contd...P/30



-(30)-

portion of the Lot no. 3&4, Scheme Plot no. 19C,
in premises no. 29, Topsia Road (South), Police
Station - Beniapurkur, now at Topsia, Calcutta-
700 046, C.M.C. Ward no. 59, District : 24-Parganas
(south), together with tile shaded structure standing
thereon at a consolidated consideration of
Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive
Thousand) only which is fair, reasonable and marketable
and the Vendor have agreed to transfer the demised
property at the aforesaid consideration money,
free from all encumbrances and attachments .

NOW THIS INDENTURE WITNESSETH that in pursuance
of the said Agreement and in consideration of the
sum of Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive
Thousand) only paid by the Purchaser to the

Richard F. Brown

contd. p/31.



-(31)-

Vendor on or before the execution of this presents agreeing the said sum of Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive Thousand) only the payment and receipts whereof the said Vendor do hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquite, release and discharge the property and the purchaser, his heirs, executors, representatives, administrators and assigns , unto the purchaser absolutely and forever all that piece and parcel of revenue paying demarked land measuring about 5(five) Cottahs 00 Chittaks and 00 Sq.ft. be the same a little more or less togetherwith a tile shade structures standing thereon along with bath and privy etc. being portion of premises no. 29, Topsia Road(south), P.S. - Benia-

M. S. F. Khan

contd. P/32.



- (32) -

pukur, now at Topsia, Calcutta- 700 046, District:
24-Parganas(South), more particularly described in
the schedule, WHATSOEVER the said plot hereby
transferred or any part thereof now are at any
time or times heretofore were or was situated
butted and bounded called known numbered described
or distinguished togetherwith all structures
yards, court-yards, privileges, hedges, drains,
water course, liberties and easement and
appertenances whatsoever thereunto belonging to or
occupied therewith A N D all the right, title and
interest claim and demands whatsoever both at law
or in equity of the Vendors unto upon or in respect
of the said premises and every part thereof hereby
conveyed TO HAVE AND TO HOLD the same and inherea-

Deputy Registrar



ted thereof in fee simple unto or in respect of
the said property and every part thereof hereby
conveyed to have and to hold the same and the
inheritence thereof and unto and to the use of
the purchaser absolutely and forever and the ven-
dor covenant with the purchaser that NOTWITHSTAND-
ING any acts, deeds, things, by the vendor, the
vendor hath good rightful power and absolute
authority to grant convey transfer and assure
the said demarcated land premises unto the pur-
chaser in the manner aforesaid in the severaly
hold possess and enjoy the said premises demarca-
ted land with structures and received the ment
issues and profit thereof without any lawful
eviction interruption claim and demands whatsoever

De la Cruz

Contd..P/34



-(34)-

from or by the vendor or any person or persons having lawfully or equitably claiming from or encumbrances, under or trust for the vendor and that free from all encumbrances defects in title whatsoever made or suffer by the vendor and further the vendor and all persons having and lawfully claiming any estate or interest in respect of the said premises or any portion thereof from under or in respect of the said premises or any portion thereof from under or in trust for the vendor, the vendor shall and will at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such further and others acts deeds matters and things whatsoever for the better further and more

Debra Flavin

Contd...P/25



-(35)-

perfectly and absolutely conveying granting
assuring the said premises and every part thereof
in the manner aforesaid unto the purchaser accor-
ding to the true intent and meaning of these
deeds or shall or may be reasonably required and
the vendor doth hereby covenant with the purchaser
that he will unless prevented by fire or some
inevitable accident from time to time and all ti-
mes hereof upon very reasonably request and at
the cost of the purchaser or the owner or owners
for the time being of the said land and heredita-
ments or any part thereof produce or cause to be
produced at any trial hearing or commission, exa-
mination or otherwise as the relating to the said
premises for the purpose of maintaining defending

Tulsa, Okla.

Contd..P/36



-(36)-

and providing his estate title or possession of the said land the right thereof are hereby sold transferred conveying and assigned and assured or intended so to be and also at like request and costs deliver or cause to be done or delivered to the purchaser hereditaments and premises or any part thereof such attested or others copies extracts or abstracts from the said documents as he may required shall in the mean time and unless prevented as aforesaid keep the said documents are unobliterated unchallenged that the plan or Map annexed herewith shall be treated as a part of the Original Deed.

W. L. L. L. L.

Contd., P/37



SCHEDULE OF THE PROPERTY

ALL, THAT piece and parcel of Revenue Paying
bastu land, measuring about 5(five) Cottahs 00
Chittaks and 00 Sq.ft. be the same a little more
or less, togetherwith a brick built R.T. Shaded
6(six) rooms, bath, kitchen and latrine, measuring
about 1210 Sq.ft. constructed in the year 1974
togetherwith the easement right of 33' ft. wide
common passage situated on the Western side leading to
the main road situated at Mouza East Gobra, comprised
in Holding no.21, & 157/158, formerly numberes 145, 150,
151A, 151B, 152, 155, 156, being a portion of Municipal
Premises no. 29, Topsia (south), comprised in
Ward no. 59, Borough No. VII, which is also a
portion of Lot no. 3 & 4 Scheme Plot no.19C, allo-
ted in favour of the VendorS as per direction
passed by the Hon'ble High Court at Calcutta ,

Meloon Flamin.

Contd....p/38.



- (38) -

which is clearly delineated in the Map or Plan annexed herewith and demarketed with ' R E D ' border, within Police Station - Beniapukur, now at Topsia, Sub-Registrar Sealdah, District: 24-Parganas (south), the Plan or Map annexed herewith which will be treated as a part of the Original Deed .

ON THE NORTH : Scheme Plot no. 19D and portion of Premises no. 29, Topsia Road (South).

ON THE SOUTH : Scheme Plot no. 19B and portion of premises no. 29, Topsia Road (South).

ON THE EAST : Portion of Premises no. 29, Topsia Road (south) and Lot no. 4.

ON THE WEST : Common Passage .

D. S. S. S.

Contd...P/39.



-(39)-

IN WITNESSES WHEREOF the vendor hereunto seal
and signed with his hand on the day, month and
year first above written.

WITNESSES :-

- (1) Cline Lane Flamin
(2) Victor Flamin.
Key the pen of
Melson Flamin.
1) P. Mahant
Advocate
10.4.6.24
Road,
Cal-1
His constituted Attorney.

SIGNATURE OF THE VENDOR

- 2) Jimmie Birles
V. I. P. Nagar
P. S. Telgola, Cal-39.

DRAFTED BY ME :

P. K. S. 2
Advocate

Judges' Court at Alipore

TYPED BY ME :

SK. Reasuddin
SK, REASUDDIN.

P/...



MEMO OF CONSIDERATION

RECEIVED sum of Rs. 3,75,000/- (Rupees Three Lakhs Seven
five Thousand) only from the above named purchaser as a
consideration money on day of ^{April} March, 1999, as fol:

<u>BANK</u>	<u>BRANCH</u>	<u>DRAFT NO.</u>	<u>DATE</u>	<u>AMOUNT</u>
U.B.I.	Topsia	058100	17.03.99	45,000/-
U.B.I.	Topsia	058099	17.03.99	45,000/-
U.B.I.	Topsia	058098	17.03.99	45,000/-
U.B.I.	Topsia	058097	17.03.99	45,000/-
U.B.I.	Topsia	058096	17.03.99	45,000/-
U.B.I.	Topsia	058103	18.03.99	45,000/-
U.B.I.	Topsia	058104	18.03.99	45,000/-
U.B.I.	Topsia	058105	18.03.99	45,000/-
U.B.I.	Topsia	058112	20.03.99	10,000/-
U.B.I.	Topsia	058118	20.03.99	5,000/-

3,75,000/-
=====

(Rupees Three Lakhs Seventyfive Thousand only).

(1) Clive Paul Flare
(2) Victor Flare
by the plea of
Dulson Flare

WITNESSES:

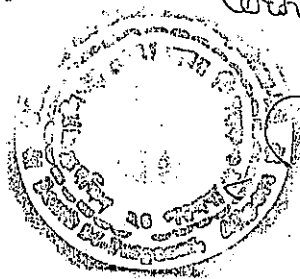
1. P. Mohan
At

his constituted att

SIGNATURE OF THE VEN

2. Samir Biswas

Certified to be a true copy



VENKAT RAO - Registrar of
Companies, West Bengal (South)

10/6/99

