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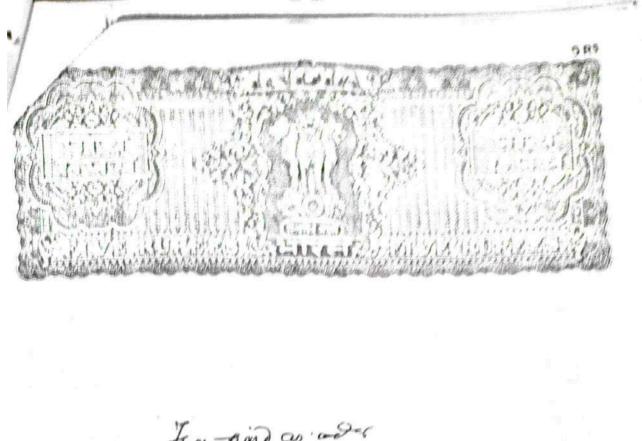
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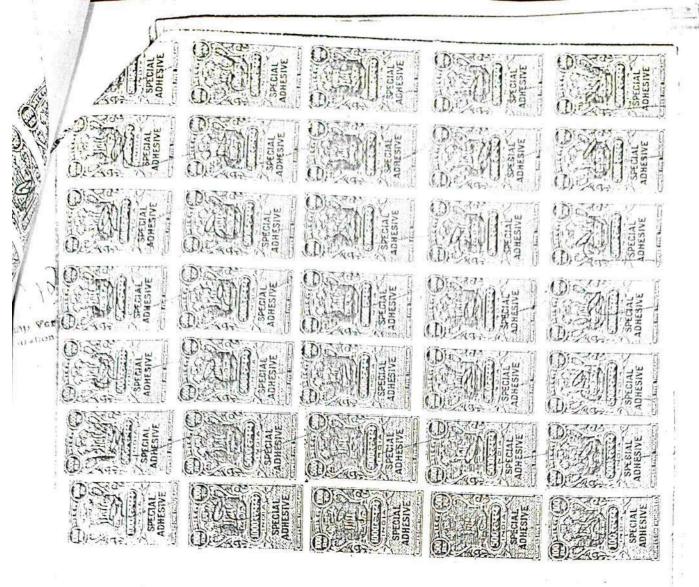
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Collector of Calcutta Govt of West Bengal



THIS INDENTURE made this 28 k day of June One thousand mine hundred and Eighty-eight BETWEEN SMT. SHAMPA RAYCHAUDHURI wife of Kamala Kumar Raychaudhuri residing at No. 19A. Ekdalia Place in the town of Calcutta presently staying at No. 31. Stephenville Blvd. Red Bank N. G. 07701, U.S.A. hereinafter called the "VENDOR" (which expression shall unless excluded

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by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, representatives and assigns of the CNE PART: AND OM PRAKASH ACHARYA son of Shri Buddhi Prakash residing at No.59, Elliot Road in the town of Calcutta hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs executors, administrators —— representatives and assigns) of the OTHER PART:

## WHEREAS :

- A. By a Deed of Conveyance dated 31st July, 1956 made between Bangur Land Development Corporation Ltd., therein called the Vendor of the One Part and Smt. Lila Sengupta alias Smt. Lila Sen therein called the Purchaser of the Other Part and registered with the Sub-Registrar of Alipore Sadar in Book No.I Volume No.114 Pages 17 to 25 Being No. 6336 for the year 1956 the Vendor for the consideration therein mentioned absolutely sold and transferred to the Purchaser all that the piece or parcel of land measuring 4 Cottahs 1 Chittack 35 Square Feet being Plot No.63, Bangur Park, North Block 'A'.
- B. The said Smt. Lila Sengupta constructed a three storied building including the ground floor on the said plot of land and at present being numbered as 136, Lake. Gardens, Calcutta-700 045 within the Calcutta Municipal Corporation.
- C. The said Smt. Lila Sengupta died intestate on the 18th day of October, 1986 leaving her surviving the only daughter the Vendor herein as her Sole Heiress and Legal representative.

representative. The Vendor as such is the absolute owner and seized and possessed of the said premises No. 136, Lake Gardens in the town of Calcutta free from all encumbrances save and except that the ground floor and the first floor are occupied by two tenants.

- executed by and between the Vendor herein as the party thereto of the one part and the Purchaser herein as the party thereto of the Other Part. It has been mutually agreed by and between the parties thereto that the Vendor shall in consideration of a price of Rs.8,00,000/- (Rupees Eight lakhs only) sell, transfer and assign unto the Purchaser the said premises No.136, Lake Gardens, Calcutta absolutely and forever free from encumbrances subject however to tenancy of the ground floor and the first floor of the said premises to tenants.
- B. A sum of Rs.4.00,000/- (Rupees Four lakks only)
  has already been paid by the Purchaser to the Vendor as
  earnest money/advance as recorded in the said agreement
  dated 11th May, 1988.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs.8,00,000/- (Rupees Eight lakhs only) of lawful money of the Union of India well and truly paid to the Vendor by the Purchaser at or before the execution of these presents (the receipt whereof the said Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and for ever discharge

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the Purchaser as well as the said property being subject matter hereof) the Vendor doth by these presents grant transfer sell convey assign and assure to the said purchaser ALL THAT 3 storied brick built messuage, tenament being premises No. 136, Lake Gardens, Calcutta-45 together with the freehold land whereupon the same is built measuring more or less 4 Cottahs 1 Chittack and 35 Sq.ft. being Plot No.63, Bangur Park, North Block 'A' more fully described in the Schedule hereunder written wand detinested in the nap or plan annamed hexame/ (hereinafter referred to as 'the property') OR HOWSOEVER OTHERWISE the said property now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH the erections fixtures court courtyards areas ways water watercourses lights rights liberties easement privileges advantages and appurtenances whatsoever in the said properties belonging or anywise appertaining to or with the same or any part thereof AND all the estate right title interest use claim and demand whatsoever of the said Vendor into and upon the property or any part the reof AND TO HAVE AND TO HOLD the property together with the rights and privileges appurtenant there to as aforesaid to the said purchaser absolutely and forever according to the nature and tenure thereof AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the property and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendor or any person or persons lawfully or equitably claiming from under or in trust for the said Vendor AND that free and clear freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs

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and expenses of the Vendor well and sufficiently indemnified of from and against all manner of claims charges liens debts attachments lispendens and encumbrances whatsoever created made done occasioned or suffered by the Vendor or by any person or persons claiming under it as aforesald subject to the occupation of tenants only of the ground floor and first floor of the property AND FURTHER that the said VENDOR and all person or persons having lawfully or equitably -claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the said Vendor shall and will from time to time and all times hereafter at the request and costs of the said Purchaser do and execute or cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the property and every part thereof to the said purchaser as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT 3 storied brick built messuage, tenament with and including the garage and the mezanine floor on the said garage and the rooms on the roof of the third storey being premises No. 136, Lake Gardens, Calcutta-45 together with the freehold land whe reupon the same is built measuring more or less 4 Cottahs 1 Chittack and 35 Sq. ft. and Sub-Registration Office Alipore being Plot No. 63, Bangur Park, North Block 'A' presently 1 table to pay consolidated rate to the Calcutta Municipal Comporation for a sum of Rs. 562/- (Rupees Five hundred and slxty-two) per quarter and butted and bounded -

On the North by - Lake Gardens, Calcutta

B. On the East by - Premises No. A/137, Dake Gardens,

Calcutta

On the South by - Premises No. A/135, Lake Gardens,

Calcutta On the West by - a blind lane.

IN WITNESS WHEREOF the Vendor to these presents has hereunto set and subscribed his hand on the day month and year first above written.

vendor at Calcutta in the Shampa Ray chandhus presence of:

Auuit Kuman Survey of

Durachal\_ Coliciti High court, Calenta

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Silver to Advocate, High Court calculter;

constituted altorney

Inchaser the sum of s.8.00.000/- (Rupees : Light Lakhs) within mentioned to have been point by him to me as the full consideration : mone;.

15.3,00,000/-

## MEMO OF COUST DERATION

1. By earnest money paid by 17 (Seventeen) several pay orders being No.004847 dated 20.10.87 on Standard Chartered 62743 dated 19.10.87 on Allahabad Bank, 223550 dated 17.10.87 Indian Overseas Bank, 137122 dated 15.10.87 Bank of Rajasthan, 137121 dated 15.10.87 Bank of Rajasthan, 137121 dated 15.10.87 Bank of Rajasthan, 062739 dated 17.10.87 Allahabad Bank, 062738 dated 17.10.87 Allahabad Bank, 062738 dated 17.10.87 Allahabad Bank, 062734 dated 16.10.87 Allahabad Bank, 062734 dated 16.10.87 Allahabad Bank, 062734 dated 16.10.87 Allahabad Bank, 004808 dated 15.10.87 Standard Chartered Bank, 004807 dated 15.10.87 Standard Chartered, 004806 dated 15.10.87 - Standard Chartered, 004805 dated 15.10.87 Standard Chartered and No.004804 dated 15.10.87 on Standard Chartered all agreegating.

2. By demand draft No.000677 dated 17.6.88 issued by Pharat Overseas Bank Ltd. Dalhousie Square Branch in favour of Mrs. Shamparai Chowdhury on account of the purchaser for

Rs.3,00,000/-

3. By Demand draft No.000679 dated 17.6.88 issued by Bharat Overseas Bank Ltd. Dalhouse Square Branch in favour of Mrs. Shamparai Chowdhury on account of the purchaser. For

!s.1,00,000/-

1's.5,00,000/-

(Rupees eighty lakhs) only.

wiitnesses :

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Shampa Raychaudhin By the pour of Sauntkuma Wenterpota Constituted attorney.

de To- Calenter Congridation al 1 fm 815 day 3 July 1908, by S. K. Lea Crep la - the executant. Samer Kunar San Gupla. D. D. T. weeky ee 9 Moderands 8.7. 88. Execution is admitted by Summer Kemar Sen Gupler ( S. K. An C.yle.) 70 a. N. Su Capla g 41 Austral Square 62000 as Canstitudo allong for stampa Roy Cloud hory. is no-water by their Mary for Shampa Ray Chowthere To let K. leavywhy 2- 7, 000 p. 0." Surumar languely Rep. har go Morrow Co la Color.

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