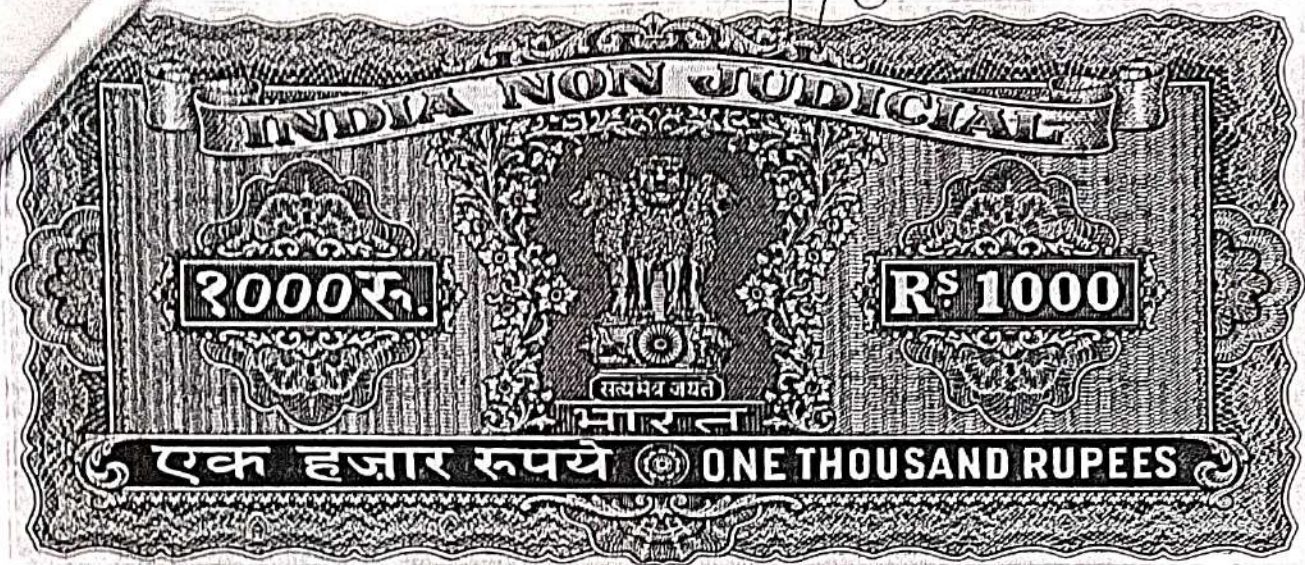




(4) SMT. MOLLY MISHRA, wife of Sri, Subhash Mishra, by faith Hindu, by occupation housewife, residing at 47B, Central Road, 1st floor, P.s. Jadavpur, Kolkata-700 032 hereinafter referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the context to mean their respective legal heirs, representatives, administrators and assigns) of FIRST PART.



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AND

SRI RAJAT SAHA, son of Late Gobinda Chandra Saha, by faith Hindu, by occupation - Service, residing at 42, Harish Chatterjee Street, P.S. Bhawanipore, Kolkata - 700026, hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context to mean his legal heirs, representatives, administrators and assigns) of the OTHER PART.



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WHEREAS One Sri, Debendra Nath De Sarkar was seized and possessed of bastu land measuring 0.39 satak comprising Dag No.359, Khatian No.280, J.L. No.28 in Mouza - Baishnabghata in the District of 24-Parganas.



AND WHEREAS a deed of Trust was registered in the name of Sri, Ramanath Dey Sarkar, Religious Charitable trust on 19th December 1953 comprising Dag No.359 wherein trustees were appointed such as Sri Khagendra Nath Dey Sarkar, Sri Sachindra Nath Dey Sarkar, Sri Samarendra Nath Dey Sarkar and Sri Narendra Nath Dey Sarkar, who also appointed as managing committees of trustees.



AND WHEREAS the three out of five managing committee members of the trustees, Sri Khagendra Dey Sarkar, Sri Sachindra Nath Dey Sarkar, Sri Samarendra Nath Dey Sarkar expressed their inability to perform their duties as trustees. Hence they were substituted by Sri, Pranabendra Nath Dey Sarkar, Sri Dharendra Nath Dey Sarkar and Sri, Birendra Nath Dey Sarkar by a resolution taken by the trustees unanimously.

AND WHEREAS Smt. Aleya Dey Sarkar, wife of Sri Narendra Nath Dey Sarkar who was one of the members of the managing committee, was also elected as a member of the managing committee member in place of her husband since his death.

AND WHEREAS as per the constitution of the said Sri Rama Nath Dey Sarkar Religious Charitable Trust, the managing committee of the trustees were empowered in all sorts of sale, lease and transfer of the said trust property.

AND WHEREAS now the said land measuring 0.39 satak was in full possession and acquired by the said Sri Rama Nath Dey Sarkar Religious Charitable Trust.

AND WHEREAS for the development of the said trust the managing committee of the trustees made a resolution on 1st March, 1917 to sell a part of the land which was accepted by Sri Nitya Gopal Ghosal to purchase measuring 2 Cottahs, 9 Chittacks and 22 Square feet.

AND WHEREAS the Managing committee of the Trust of Rama Nath Dey Sarkar Religious Charitable Trust sold, transferred, conveyed to Sri Nitya Gopal Ghosh on 13th April 1970 by virtue of a registered Deed of

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Conveyance registered at the office of District Sub-Registrar, 24-Parganas, Alipore, recorded in Book No.1, Volume 51, Pages 67 -73, Being No.1433 for the year 1970 with a consideration mentioned therein.

AND WHEREAS Sri Nitya Gopal Ghosal was a lawful owner of the said land of premises No.24/2, Baishnabghata Lane, P.S. Jadavpur, 24-Parganas (South), Kolkata - 700047 and was ceased and possessed of or otherwise well and sufficiently entitled to the messuage, tenements, lands, heritaments and premises as an absolute and indefeasible and premises as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from encumbrances.

AND WHEREAS the said Sri Nitya Gopal Ghosal constructed and erected two-storied building on the said land being premises No.24/2, Baishnabghata Lane, P.S. Jadavpur, Kolkata - 700047 as per sanction plan and living and enjoying there peacefully with his family.

AND WHEREAS the said Sri Nitya Gopal Ghosal died intestate leaving behind him his wife Smt. Minati Ghosal and three daughters, namely (1) Smt. Mithu Mukherjee, (2) Smt. Munmun Banerjee and (3) Smt. Molly Mishra as the legal heirs and successors.

AND WHEREAS the said successors of Late Nitya Gopal Ghosal became the joint owners of the land with 2 storied building at premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpur, Kolkata - 700047.

AND WHEREAS the Purchaser herein being in urgent need of accommodation approached the Vendors for purchase of the Ground floor front portion flat measuring about 586 Sq. feet a little more or less at premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpur, Kolkata - 700047.

AND WHEREAS the Vendors herein has agreed to sell and the Purchaser has agreed to purchase the Ground floor front portion flat which is also fully described in the Schedule "B" hereunder written measuring about 586 Sq. feet (Super built up area) togetherwith the proportionate share of common facilities, amenities attached thereto together with undivided and impartible proportionate share of land beneath the building at or for the price of Rs.3,00,000/- (Rupees Three lacs only) in lump sum.

AND WHEREAS by virtue of the agreement the Purchaser paid the entire consideration money to the Vendors as per the payment Schedule mentioned therein and in pursuance of the said agreement the

Vendors have already delivered possession to the Purchaser of the Ground floor front portion of the building, measuring about 586 Square feet consisting of 2 Bed rooms, One living cum dinning space, One privy, One kitchen at premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpur, Kolkata - 700047 which is fully mentioned and described in the Schedule - "B" hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.3,00,00/- (Rupees Four lacs Fifty thousand only) paid by Purchaser to the Vendors at or immediately before the execution of this presents the receipt whereof, the Vendors do hereby as well as by the receipt hereunder written admitted and acknowledge and off and from the same over discharge, the Vendors do hereby grant, convey, transfer and assure unto the Purchaser free from all encumbrances ALL THAT the Ground floor Front portion flat measuring 586 Square feet consisting of 2 Bed rooms, One dining cum drawing, One kitchen, One bath cum privy, with all electrical and sanitary fittings doors and windows together with all facilities, amenities, appurtenances attached thereto sewerage, drain, stairs and user of roof and meter board, water reservoir at the Ground floor flat and the over head tank being the part of premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpur, Kolkata - 700047, together with the proportionate or

impartible share of land beneath the building measuring 2 Cottahs 9 Chittacks 22 Square feet be the same a little more or less which is described in the Schedule "B" hereunder written or **HOWSOEVER OR OTHERWISE** the said Ground floor Front portion flat, the hereditament parcelled and premises of the Vendors now is or hereto before or was situated, butted, bounded, called, known number, described distinguished **TOGETHER WITH** all fixtures, yards, areas, sewers, drainage, ways, paths, passage, walls, Water courses, trees, lights, easements and appurtenances whatsoever of the said dwelling house messuage land hereditaments and premises belonging to or anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or reminders, rent, issues and profits thereof or any part thereof **AND** all the right, title interest, claim, demand whatsoever of the Vendors into out of and upon the said flat messuage land, hereditaments and premises particularly described in the Schedule hereunder written and every part thereof and also all deeds, documents and muniments of title whatsoever in anywise relating to the said premises or any part thereof which now here to hereafter shall or may be in the possession or power or control at the Vendors or any other person or persons from when the Vendors may procure the same without any suit **TO HAVE AND TO HOLD** the said dwelling flat messuage, land, hereditaments and premises together with all rights, thereunto

belongings and hereby granted, conveyed, transfer, assured or expressed or intended so to be unto the use of the Purchaser the said Ground floor Front portion flat and the other common facilities and amenities attached thereto and further that the Vendors and all person or persons having or claim into any estate or interest in the said flat messuage, land, hereditaments and premises or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter upon the request and at the cost of the Purchaser do or execute to be done and execute all such acts, deeds and things for further and more perfectly assuring the said dwelling house, messuage, land hereditaments and premises and intended so to be and every part thereof unto and to the use of the Purchaser and intended so to be and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required. The Vendors hereby undertake not to agree to lease out, rent out or sale or transfer physical and/or symbolic possession of the roof of the building to any other person including any other occupants.

THIS VENDORS AND THE PURCHASER HEREBY
COVENANT WITH EACH OTHER THAT:

1. The Purchaser shall avail of the filtered water from the overhead tank supplied from the C.M.C. commonly along with other occupants of the aforesaid building.

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2. The expenses of repairing of the exterior parts of the building and the roof will be borne by all the flat owners proportionately.
3. The Purchaser shall pay the proportionate corporation Taxes of the premises till the Ground floor Front portion flat is being separately assessed in his name.
4. The Purchaser shall have the right over the roof of the building for all practical purposes including fixing of T.V. Antena, Disc-Antena, Radio Aerial etc. including such other facilities as and when required.
5. The Purchaser shall have the right to use the stair from the Ground floor to the roof without any intervention from any quarter.
6. The Purchaser shall have the right to use and enjoy the common facilities and areas, that is, common space, side space for egress and ingress and also water line, sewerage line, electric meter board etc.
7. The Purchaser shall also have the right to take telephone connection, gas connection etc. according to his discretion.
8. The Vendors, Purchaser and the other occupants of the building shall have to bear the expenses for the common areas and facilities proportionately.

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SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece and parcel of land with 2 storied building standing thereon hereditament and premises measuring 2 Cottahs 9 Chittacks 22 Square feet be the same a little more or less comprised in Khatian No.280, Dag No.359, Mouza Baishnabghata, J.L. No.28, P.S. Jadavpore, Kolkata - 700047 which is under Calcutta Municipal Corporation Premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpur, Kolkata - 700047 and C.M.C. Ward No. 100 within the limits of the C.M.C. the said premises is butted and bounded by as follows :-

ON THE NORTH : Land of Md. Momina Bibi ;
ON THE SOUTH : House of Smt. Santi Sarkar ;
ON THE EAST : Plot of 366 ;
ON THE WEST : 12' wide C.M.C. Road.

SCHEDULE "B" REFERRED TO ABOVE

ALL THAT the Ground floor front portion flat measuring 586 Square feet be the same more or less (Super built up area) consisting of 2 bed rooms, One dining cum drawing, One kitchen, One bath cum privy with all electrical fittings and sanitary fittings, doors and windows together with user of roof, common passage, common areas, stairs, sewers, water lines, electrical meter together with the undivided, under marketed and impartible proportionate share of land beneath the building being now known and reputed as premises No.121/1F, Raja S.C. Mullick Road, P.S. Jadavpore, Kolkata - 700047 and C.M.C. Ward No.100 the said portion is demarcated by Red in the map which is annexed herewith.

IN WITNESS WHEREOF the VENDORS have set and subscribed their hand and seal on the day, month and year first above written.

SIGNED AND DELIVERED within
Named, the VENDORS.

1. Smt. Minati Ghosal,
2. Smt. Mithu Mukherjee,
3. Smt. Munmun Banerjee
4. Smt. Molly Mishra

minati ghosal.
mithu mukherjee
munmun Banerjee
molly mishra

at Kolkata, in the presence of :

1. Jagan Chakraborty
102/1, Ray Rd.
KOL-1

2. S. Banerji
102/1, Ray Rd.
KOL-1

SIGNED, SEALED AND DELIVERED
within named PURCHASER, viz. Sri
Rajat Saha, at Kolkata in the
presence of :

Rajat Saha.

1. Jagan Chakraborty

2. S. Banerji

Drafted by :

Jagan Chakraborty
TAPAN CHAKRABORTY
Advocate.

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MEMO OF CONSIDERATION

RECEIVED of and from within named PURCHASER the within mentioned sum of Rs.3,00,000/- (Rupees Three lacs only) in full payable under these presents in the manner as follows :-

- | | |
|---|-------------------------|
| 1. By Cheque No.255569 dated 23.04.2001 drawn on State Bank of India, Chakraberia Branch. | Rs. 1,00,000/- |
| 2. By Cheque No.255572 dated 16.05.2001 drawn on State Bank of India, Chakraberia Branch. | Rs. 1,00,000/- |
| 3. By Cheque No.262623 dated 10.12.2001 drawn on State Bank of India, Chakraberia Branch. | Rs. 1,00,000/- |
| Total : | Rs. 3,00,000/-
===== |

(Rupees Three Lacs only).

WITNESSES:

1. *Jagan Chandrah*

2. *S. Banji*

1. *Minati Ghosal*

2. *Mithu Mukherjee*

3. *Udayan Banerjee*

4. *Molly Min*

SIGNATURE OF VENDORS