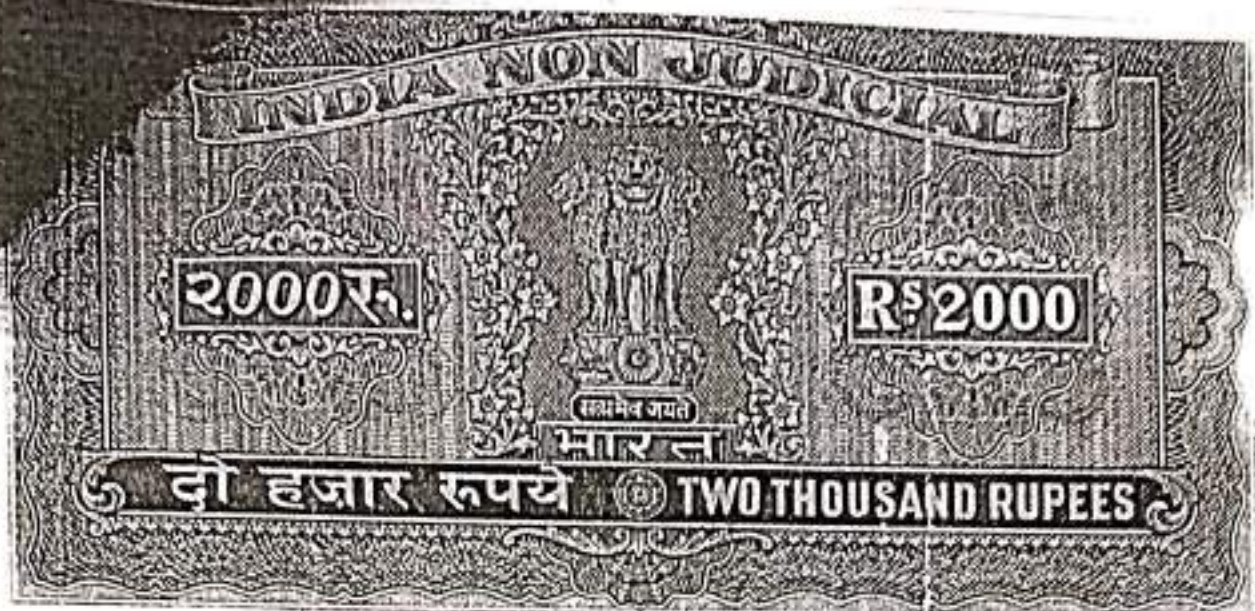






- 2 -

Jadavpur, Calcutta-700 092, hereinafter

called and referred to as the V E N D O R.

( Which term or expression shall unless  
excluded by or repugnant to the context shall  
be deemed to mean and include his heirs,  
executors, administrators, representatives

...P/3

- 3 -

and assigns ) of the ONE PART .

A N D

SMT. MAYNA MUKHERJEE wife of Mr. S.S. -

Mukherjee, by faith Hindu, by occupation  
house-wife, residing at F/4, Ashoke Avenue -  
Housing Estate, N.S. C. Bose Road, P.S. -  
Jadavpur, Calcutta-700 040, hereinafter called  
and referred to as the PURCHASER .

( Which term or expression shall unless excluded

. . . . . P/4

- 4 -

by or repugnant to the context shall be deemed to mean and include her heirs, executors, administrators, representatives and assigns ) of the O T H E R P A R T.

WHEREAS one Dasharathi Mondal and Satish Ch. Mondal were the absolute owner in respect of .39 decimals of land lying and situated at Mouza Raipur, Khatian no.281 and Dag no.265 and 271, and their names were

. . . P/5

recorded in the C.S. Records of right in respect of the property mentioned hereinbefore.

T H A T thereafter on 23rd.day of June, 1943 Sri-Jukta Promoda Nath Roy have purchased 8 annas share of Dasharath Mondal and 4 annas share of Sathish Chandra Mondal out of the abovementioned .39 decimals of land and the remaining 4 annas share of minor brother of Satish Chandra Mondal on 28th.day of July 1943 after obtaining the permission from the Ld.District Judge at Alipore in connection of the Act VIII case no.109/42 in favour of the said Promoda Nath Roy.

AND WHEREAS on 5th.day of July 1949 one Manick-Lal Chakraborty have purchased the abovementioned .39 decimals of land from the said Promoda Nath Roy registered deed of sale.

AND WHEREAS after purchasing the said .39 decimals of land the said Manick Lal Chakraborty was enjoying the same free from all encumbrances and attachments.

T H A T thereafter the said Manick Lal Chakraborty have decided to sell out the abovementioned property by making several small plots of land.

T H A T thereafter on 22.2.1950 Smt.Suraj Bala-Chowdhury have purchased the 5 cottah 11 chitaks and 36 sq.ft. of land from the said Manick Lal Chakraborty lying and situated at Mouza Raipore, Khatian no.281, Dag no.271 by a registered deed of sale vide deed no.281 for the year 1950.

T H A T after purchasing the aforesaid 5 cottah 11 chitaks and 36 sq.ft. of land she was enjoying the same free from all encumbrances and attachment after mutating her name in the records of the local authority.

T H A T thereafter on 27th.day of April 1951 the said Suraj Bala Chowdhury have transferred eastern side measuring about 2 cottah 3 chitaks of land togetherwith the easement rights 8' and 4' wide common passage in favour of Smt.Joyanti Lata Ghosh keeping apart 3 cottah 6 chitaks 34 sq.ft. of land alongwith the easement rights of 4' and 8' wide common passage togetherwith the existing structures standing thereon for her own use and occupation.

. . . .P/1

T H A T thereafter on 28th day of June, 1956 the said Suraj Bala Chowdhury wife of late Jatindro Nath Chowdhury of 6, Naktala Road, Calcutta-40, have transferred her 3 cottahs 6 chitaks and 34 sq.ft. of land togetherwith the existing structures standag thereon alongwith the easements rights of 4' and 8' wide common passage in favour of the vendor Sri Narayan Prosad Roy Chowdhury by registered deed of sale from the office of the sub-Registrar at Alipore registered in Book no.1, Volume no.62, Page no.287 to 291 Being no.5167 for the year 1956.

AND WHEREAS after purchasing the property from the rightful owner the vendor is enjoying the same free from all encumbrances and attachments after mutating his name in the records of the Calcutta Municipal Corporation.

AND WHEREAS at present the vendor is occupying the land measuring about 3 cottah 6 chitaks and 34 sq.ft. be the same a little more or less togetherwith and old delapited house constructed in the year 1950, measuring about

2600sq.ft. togetherwith the easement rights of 4' wide of common passage leading to the 8' wide common passage lying and situated at Mouza Raipore, J.L.no.33, Touji no.56, Pargana Khaspore, Khatian no.281, Dag no.271 at present xx within the limits of The Calcutta Municipal Corporation vide premises no.8/1/1, Paddapukur Road, P.S. Tollygunge now Jadavpore, District 24 parganas south, as an absolute owner in fee simple free from all encumbrances and attachments and the vendor have a clear and marketable title to the property.

T H A T at present the vendor is enjoying the property measuring about 3 cottahs 6 chitaks and 34 sq.ft. be the same a little more or less togetherwith all existing structures standing thereon as an absolute owner in fee simple free from all encumbrances and attachments.

AND WHEREAS in order to purchase a suitable land the vendor expressed his willingness to transfer the schedule property measuring about 3 cottah 6 chitaks and

34 sq.ft. be the same a little more or less togetherwith  
existing structures standing thereon lying and situated at  
Mouza Raipore, J.L.no.33, Touji no.56, Parganas Khaspore,  
Khatian no.281, Dag no.271 at present within the limits of  
The Calcutta Municipal Corporation, vide premises no.8/1/1,  
Paddapukur Road, P.S. Tollygunge now Jadavpore, District  
24 parganas south, consolidated consideration of Rs.33,000/-  
( Rupees thirty three thousand ) only which is fair,  
reasonable and marketable and the purchaser agreed to  
purchase the demised property at the 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.33,000/- (Rs.thirty three thousand) only paid by the  
purchaser to the Vendor or or before the execution of these  
presence against the said sum of Rs.33,000/- ( Rupees thirty-  
three thousand ) only the payment and receipt 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 purchaser, his heirs, executors, representatives, administrators, and assigns of the vendor doth hereby grant convey transfer release and assign and assure unto the purchase absolutely and forever all that piece and parcel of revenue paying bastu land measuring about 3 cottah 6 chitaks and 34 sq.ft. more or less togetherwith structures standing thereon, vide premises no.8/1/1, & Paddapukur Road, P.S. Jadavpore, District 24 pgs. south.

WHATSOEVER the said plot hereby transferred or any part thereof now are or is at any time or times heretofore were or was situated butted and bounded called known numbered described or distinguished togetherwith all house, out houses structures, yards, court-yards, hedges, ditches, drains, water, courses liberties, privileges and easements and appurtenances whatsoever thereunto belong to or occupied therewith AND all the right title and interest claim demand whatsoever both at law or in equity of the vendor into upon or in respect of the said premises and every part thereof hereby conveyed to have and to hold the same and inheritance thereof in fee simple free from

all encumbrances and unto and to the use of the purchaser absolutely and forever and the vendor covenant with the purchaser that notwithstanding any act deed things by the vendor hath good rightful power and absolute authority to grant convey transfer and assure the said premises unto the purchaser in the manner aforesaid and in the purchaser shall and will at ~~xxx~~ all times herein after peaceably and quietly hold possessed and enjoy the ~~sad~~ premises and received the rents issues and profits thereof without any lawful eviction interruption claim or demands whatsoever from or by the vendor or any person or persons having lawfully or equitably claiming from the through under or in trust for the vendor and that free from all encumbrances and attachments or defects in title whatsoever made or suffer by the vendor and farther the vendor and all persons having lawfully claiming any estate or interest in respect of the said premises or any portion thereof from under or trust for the vendor, the vendor shall and will at ~~the~~ times hereafter at the request and costs of the purchaser do and execute or caused to be done executed all such further and other lawful acts deeds matters and things whatsoever for the better further and

more perfectly and absolutely conveying granting assuring the said premises and every part thereof in the manner aforesaid unto purchaser according to the true intent and meaning of these deed of sale or may be reasonably required and the vendor doth hereby covenant with the purchaser that shall unless prevented by fire or some inevitable accident from time to time and all times hereof upon very reasonable request and the cost of purchaser or the owner of the time being of the said land and hereditament or any part thereof produce or cause to be produced at any trial hearing or commission examination or otherwise as the relating to the said premises for the purpose of maintaining defending and providing their estate title or possession of the said land the right whereof are hereby sold transferred conveyed and assigned and assured or intended so to be and also at line request and costs deliver or cause to be done delivered to the purchaser hereditaments and premises or any part thereof such attested or other copies extracts or abstracts from the said documents as he may required shall in the meantime and unless prevented as aforesaid keep the said documents are unobiterated unchallenged.

unchallenged. That the plan or map annexed herewith shall be treated as a part of the original deed.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of revenue paying bastu land measuring about 3 cottah 6 chitaks and 34 sq.ft. more or less togetherwith ~~any other~~ structures standing thereon Measuring about 600 SFT constructed in the year 1750 lying and situated at Mouza Raipore, J.L.no.33, Touji no.56, Pergana Khaspur, Khatian no.281, Dag no.271 at present within the limits of The Calcutta Municipal Corporation, vide premises no.8/1/1, Paddapukur Road, Police Station Jadavpore, District 24 parganas south, including common passage 4 ft. leading to the 8ft. wide common passage, which is mentioned in the plan or map delineated the RED border which will be treated as a part of the original deed, which is butted and bounded as follows :

ON THE NORTH : Land of N.P. Roychoudhury + Pargana  
ON THE SOUTH : House of Shikha Mondal  
ON THE EAST : House of Shikha Mondal  
ON THE WEST : House of Gouri Mondal  
and Shikha Mondal . . . .P/14

Varayan Prasad Rai Choudhury

IN WITNESSES WHEREOF the parties seal and signed with their respective hands in presence of the following witnesses.

WITNESSES :

1. Bimal Chandra  
8/11/59, 7. Sanshodhan  
Road, Cal - 700070.

Varayam Prasad Ratchonchun

Varayam Prasad

Signature of the VENDOR

2. Pravash Ranjan Bhattacharya  
9/59 Netaji Nagar  
Cal - 92

Drafted by me

Prabhat Kumar Ghosh  
Advocate

Typed by me

Tanusant

MEMO OF CONSIDERATION

RECEIVED sum of Rs. 33,000/- ( Rupees thirty three-thousand) only from the abovenamed purchaser as a full consideration money on 20<sup>th</sup> day of April 1996

WITNESSES :

1. Bimal Chandra Sain  
7. Gansdroni Road.  
Calcutta - 700 70

2.

Varayan Prasad Raichandani

Signature of the VENDOR

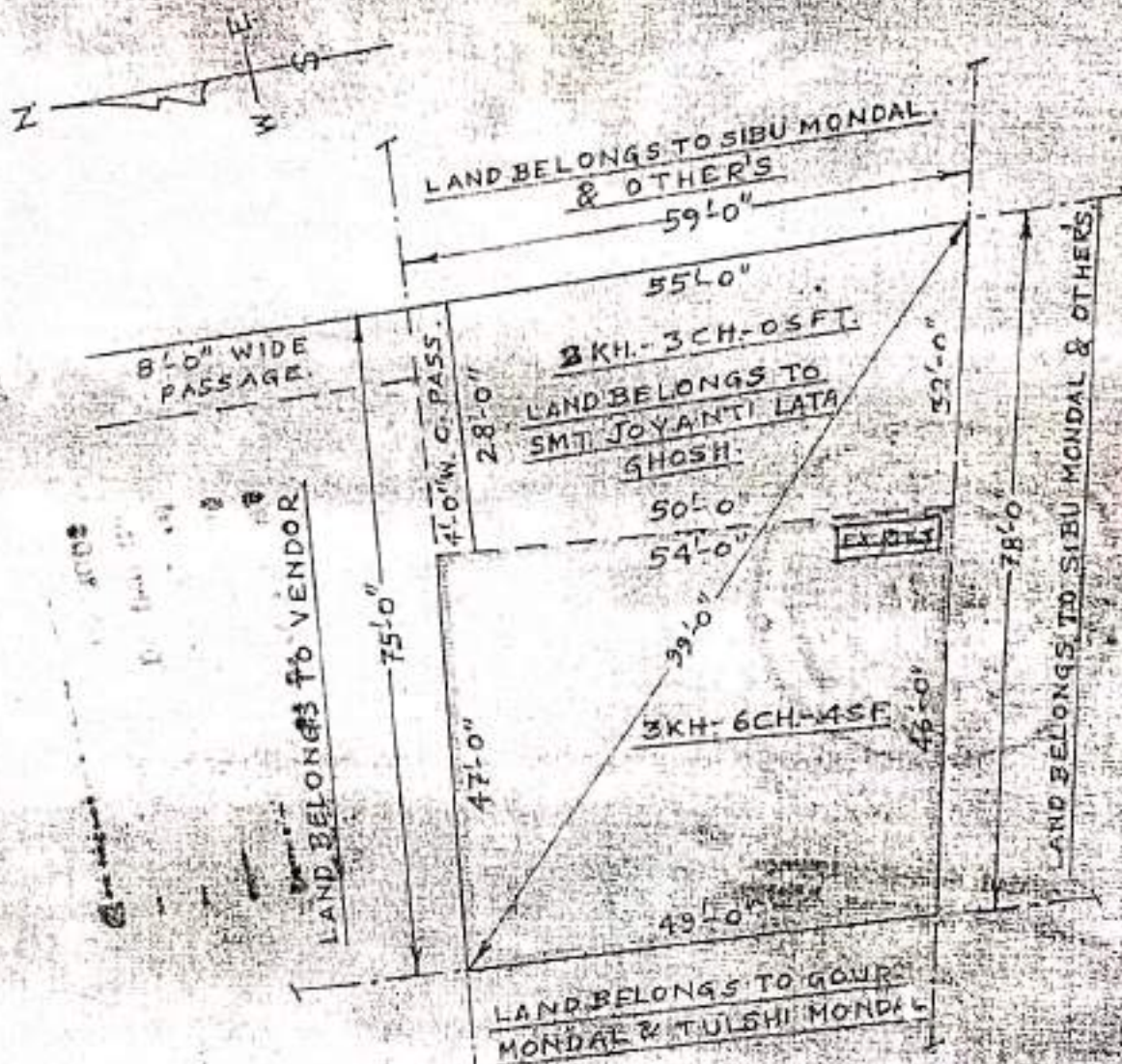
# SITE PLAN

MOUZA:- RAIRUR, J. L. NO. 33, TOLUZI NO. 50  
 KHATAN NO. 2811 POR OF C.S. DAG NO. 271, WITHIN  
 P.S. PREVIOUSLY TOLLYGUNGE, NOW JADAVPUR.  
 VIDE P.R. NO. 8/1/1, PADDAPURUR ROAD, P.S.  
 ENTALLY CAL. SCALE:- 20' FT = 1" IN.

## NOTE:-

AREA OF LAND:- 3KH.- 6 CH.- 3456 FT. (M.O.R.L.)  
 SHOWN IN RED BOUNDED BORDER.

VENDOR:- SREE NARAYAN PRASAD RAY CHOWDHURY  
 PURCHASER:- SMT. MOYANA MUKHERJEE.



Narayan Prasad Ray Chowdhury

COPYED BY :- A. RAHAMAN.