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of 1922 and Section 2 (1) of de
Colours In proven 2 Act. 1911 Schedu I.A No. L.L. Rs 3000 P.00

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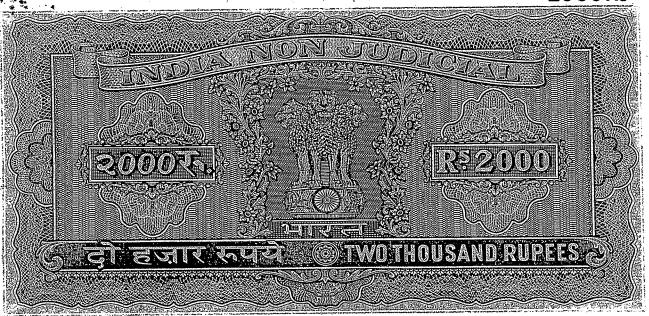
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is made this the 24 h day of February, 1978 BETWEEN SRI KALI DAS MAJUMDER son of Late Jadu Nath Majumder by religion Hindu by occupation service and landholder residing at No. 90, Circular Road, Tollygunge, Calcutta-53 P.S. New Alipore, District 24-Parganas herein -after called the VENDOR (which term or expression unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the ONE PART: AND (1) SRI DHIRENDRA NATH MAJUMDER son of Late Jadu Nath Majumder by religion Hindu by occupation service and land-

holder

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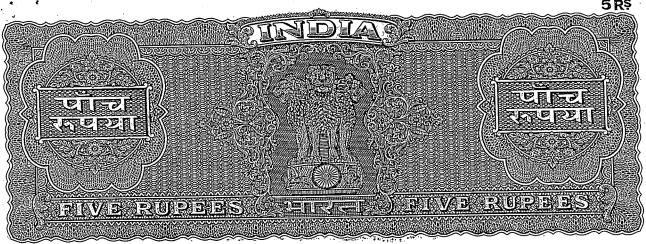
landholder residing at 90, Circular Road, Tollygunge, P.S. New Alipore, Calcutta-53, District 24-Parganas (2) SM. PANCHALATA KAR Wife of Late Keshab Chandra Kar by religion Hindu by occupation housewife residing at 20/1, A. K. Bose Lane, P.S. Baranagore hereinafter jointly called the CONFIRMING PARTIES: DUTTA wife of Sri Dulal Krishna Dutta by religion Hindu by occupation housewife residing at 215H, S.N. Roy Road, Calcutta-38 P.S. Behala District 24-Parganas hereinafter called the PURCHASER (which term or expression unless excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of WHEREAS the property described in the Schedule mereunder originally comprised of Port Commissioners' surplus land and Jadu Nath Majumder purchased Plot No. 54 from the Commissioners for the Port of Calcutta by virtue of a registered conveyance dated 18th. September 1942 and the said document executed by the

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the Commissioners for the Port of Calcutta in favour of Jadu
Nath Majumder was registered in the District Sub-Registry Office
at Alipore in its Book I, Volume 62 at pages 230 to 232 as
being No. 2709 for the year 1942 and since purchase said Jadu
Nath Majumder recorded his name in the Municipality i.e. the
Corporation of Calcutta as well as in other places as absolute
owner and thereafter Jadu Nath Majumder constructed pucca dwelling
house thereupon and was enjoying and occupying the same as
rightful absolute owner free from all encumbrances and thereafter
Jadu Nath Majumder died and thereafter Jadu Nath Majumder died on
2nd. January 1966 leaving his two sons Dhirendra Nath Majumder and
Kali Nath Majumder, one married daughter Sm. Panchalata Kar and

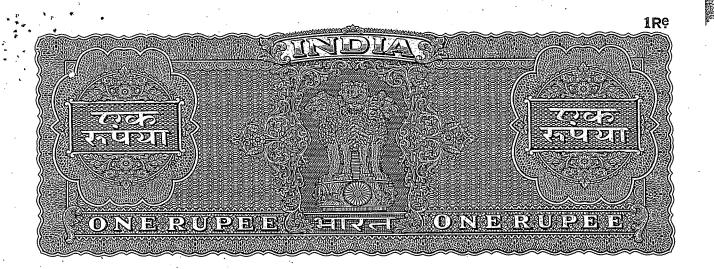
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and his wife Sm. Kiran Bala Manumder and he being died intestate so his said legal heirs inherited the property left by him according to Hindu Succession Act and thereafter his wife said Sm. Kiran Bala Majumder died some times in the / month of Bhadra 1373 B.S. i.e. some times in the month of August 1958 and thus said Dhirendra Nath Majumder and Kali Nath Majumder being the two brothers and their married sister Sm. Panchalata Kar became the absolute rightful owner of the said property by virtue of inheritance according to the Indian Succession Act and thereafter Sm. Panchalata Kar executed a deed of surrender and/or Nadabi dated 17th. January 1967 in favour of her two brothers Dhirendra Nath Majumder and

Kali Das Majumder relinquishing her share of interest in

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in the said property and the said deed was registered in the Sub-Registry Office at Alipore in its Book I Volume 18 at pages 110 to 112 as being No. 337 for the year 1968 AND WHEREAS thereafter the said two brothers amicably effected a partition amongst themselves and demarcated their respective portion by boundary walls and prepared a plan accordingly but they did not execute or register any partition deed amongst themselves AND WHEREAS the above property now stands and recorded in the name of the said two brothers Dhirendra Nath Majumder and Kali Das Majumder and in fact the said two brothers are enjoying and occupying the said property having hals share each and Dhirendra Nath Majumder is occupying the demarcated northern half of the said property and his brother the Vendor Kali Das Majumder is

Koishna Inta Admits Collectorote. Treestor.

is occupying the demarcated southern half of the said property,

AND WHEREAS the Vendor herein Sri Kali Das Majumder has paid

taxes upto date AND WHEREAS the property is originally within

Corporation of Calcutta and so there is no question of any

Khatian or record of rights AND WHEREAS the Vendor being in

need of funds expressed his intention to sell the above property

AND WHEREAS coming to know the said intention of the Vendor

the Purchaser herein offered to purchase the said property

at or for the price of R.40,000/- AND WHEREAS considering the

said offer of the Purchaser reasonable the Vendor has entered

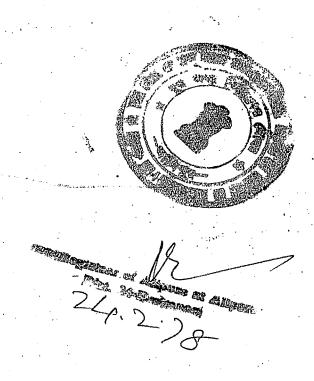
into an agreement for sale and has executed and registered an

agreement for sale in favour of the Purchaser said Sm. Reba Dutta

by accepting an earnest money of R.3,001/- (Rupees Three thousand

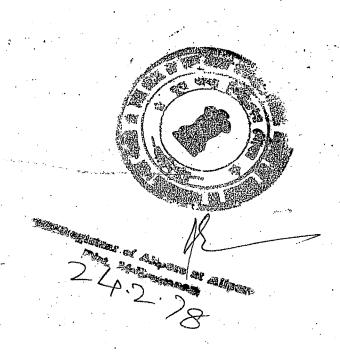
and one only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of R.40,000/(Rupees Forty thousand only) being the full price of the said land and building and premises containing More or less 2 cottahs 5 square feet of rent redeemed land together with two storeyed building standing thereon being the demarcated southern portion

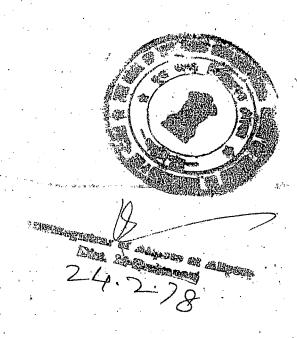


portion situated and lying at District 24-Parganas, Sub-Registry Alipore, P.S. Old Alipore now New Alipore, Mouja Tollygunge being Port Commissioner's land comprising in plot No. 54 and now known as premises No. 90, Circular Road, Tollygunge, Calcutta-33 now Calcutta-53 within the Corporation of Calcutta (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and for ever exonerate the Purchaser and the said land hereby conveyed) the Vendor doth hereby grant, transfer convey and assign and assure unto and to the Purchaser absolutely and for ever free from all encumbrances and in a vacant condition ALL THAT land measuring 2 cottahs 5 square feet of rent redeemed land with two storeyed building thereon comprised in and forming part of Municipal Premises No. 90, Circular Road, Tollygunge, Calcutta-53 particularly described in the Schedule hereunder written and shown in colour Red in the map annexed herewith lying at and situate within P.S. New Alipore, District 24-Parganas being municipal premises No. 90, Circular Road, Tollygunge, Calcutta-53 OR HOWSOEVER OTHERWISE the said lands, hereditaments

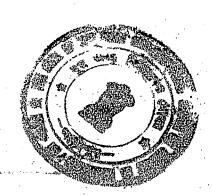
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hereditaments and premises or any part thereof now are or is or heretofore were/was situated, tenanted bounded called known numbered described or distinguished together with free and unrestricted liberty and right of passage and also to have all rights of easements for passages for drains water taps pipes for filtered and unfiltered water connections, electric coils and cables, telephones and gas and all other usual rights to enter upon under and along the said passage and/or any other roads and the right of obtaining water connection from the water mains of the Municipality and Electric Company and all the benefit of Electric light and connections through the passages and all other benefits and amenities provided and/or as may be provided in future and the paths passages sewers drains water watercourses light and all manner of rights, liberties, privileges, easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND ALL the estates, right, title, interest, claims or demands whatsoever both at law or in equity of the Vendor unto and upon the said land, hereditaments and premises or any part thereof

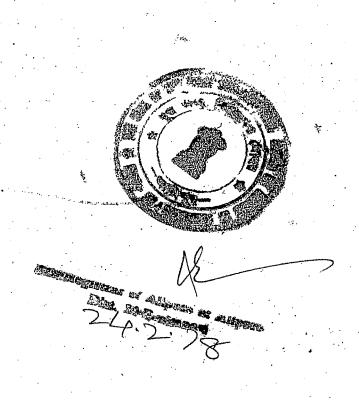


thereof TOGETHER WITH all deeds, pattas muniments of title whatsoever in anywise relating to or concerning the said land, hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or control of the Vendor or any other person or persons from whom he may procure the same without any notion in law or in equity AND ALL rights and advantages of the Vendor by and under the covenant for production of the relevant title deeds relating to this piece of land and TO HAVE AND TO HOLD the said lands, hereditaments and premises hereby granted, conveyed, transferred and assured expressed so to be including the right of way etc. as stated above unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and in a vacant condition AND THE Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor or by any of his predecessors-in-title done or knowingly suffered to the contrary, the Vendor has good right, full power and absolute authority to grant, convey, transfer and assure the said land, hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times

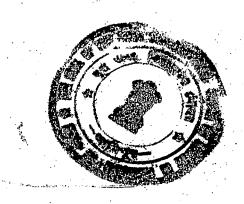


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times hereafter peaceably and quietly enter and peaceably possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them or under any of his successors or predecessors in title and with and sufficiently against all and all manner of former estate, title, liens, equipments, lispends, attachments and that free from all encumbrances whatsoever made or suffered by the Vendor or any of his successors and predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendor and all persons having or equitably claiming any estate or interest in the said land, hereditament and premises or any part thereof from under or in trust for the Vendor or from or under any of his successors or predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser does and execute or causes to be done and executed all such acts deeds and things whatsoever for further and more perfectly



perfectly assuring the said land structures hereditaments and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may reasonably be required AND the Vendor shall and will at all times and from time to time hereafter at every reasonable request and at the costs of the Purchaser or any other person or persons whom the Purchaser may authorise to produce or any other person or persons whom the Purchaser may authorise to produce or cause to be produced at any securing commission for examination of service or otherwise as occasion may require all or any of their documents of title papers and writings relating to the property hereby granted and conveyed more particularly described in the Schedule below in satisfaction or support of title of the Purchaser of to and in the said lands, hereditaments and premises hereby conveyed and transferred expressed or intended so to be or any part thereof and also at the like request and costs of the Purchaser deliver or cause to be delivered unto the Purchaser such attested or other copies or abstracts of and from the said records and writings or any of them in his possession or power as the Purchaser may require and shall and will in the mean time may



24.2.28

may require unless prevented by fire or from other inevitable accident that the said deeds and writings undeteriorated and unobliterated AND WHEREAS the Vendor hereby hands over the original deeds in his custody in respect of the above property to the Purchaser herein.

AND WHEREAS the Confirming Parties hereby admit and declare that the property being the NXX Southern demarcated half portion of Premises No. 90, Circular Road, Tollygunge is belonging to the Vendor absolutely and they have no claim or demand to the same and they further declare that the Vendor has obtained the same exclusively in his share absolutely by virtue of amicable partition and for avoiding any question and controversy they also execute this conveyance confirming the said fact of amicable partition and Sm. Panchalata Kar hereby conveyes all her right, title and interest in favour of the Purchaser and she has got no claim or demand in any way in respect of the said property and whatever right, title, interest and benefit she has or had in the said property is hereby transferred by her in favour of the Purchaser and in future neither she nor her heirs, executors and successors will be in a position to





to claim anything in respect of the said property. The vendor has delivered possession of the property sold hereby to the purchaser partyly in khas and partly with the occupation of monthly tenants.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

redeemed land together with two storeyed building standing thereon being the demarcated southern portion situated and lying at District 24-Parganas, Sub-Registry Alipore, P.S. Old Alipore now New Alipore, Mouja Tollygunge being Port Commissioner's land comprising in plot No. 54 and now known as premises No. 90, Circular Road, Tollygunge, Calcutta-33 now Calcutta-53 within the Corporation of Calcutta. The property sold hereby is fully shown and delineated in the map or plan.

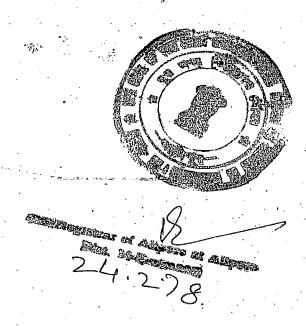
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ON the North - Property of Dhirendra Nath Majumder and 93 91, Tollygunge Circular Road
On the South- 32' wide road (Public Road)

on the East 12 89, Tollygunge Circular Road

On the West - Hari Sabha Road now Tollygunge Circulan Rd.

IN WITNESS WHEREOF the Vendor and the Confirming Parties



Parties hereto set and subscribe their respective hand the day, month and year first above written.

WITNESSES:

1) Madan Jopal Ghosh . 4, kaj ani Mrkhejel Rd. Cal - 700038

Kalidas Mazeundas

2. Sital Chardon Sarkar Shorendre Nath mogunder.
158. S. W. Ry Rd. Shorendre Nath mogunder.

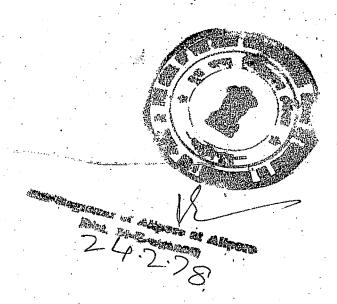
3. Novembra Walli Chatturp 24, Rallin Banurje Kann, Calcutta - 31.

M3300 N 2003

CONFIRMING PAF

PARTIES.

RECEIVED from the within named Purchaser the within



within mentioned sum of Rs.40,000/- (RUPEES FORTY THOUSAND) only as per Memo below:

By Earnest fact before By 3001 By Cash feid on 22/9/78 By 3999 The Grand Francis on 22/9/78 By 3999 The Grand of 24/2/78 By 9 000 The Chedre No BBR HS 126471
By Payorder No 662/17/206
of 22/2°/78 of Eartical Bourse By 9000 The Granda, Brotome Rd, Grand ONLY) 40000

WITNESS:

1- Madan Gopal Ghosh.

2. Sital chandre & artsan

3. Narendra Wall Challoger.

Kalidas Magremal

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Pages 11. to 35
Being No. 727
For the year 19,72

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