

One Thousand Nine Hundred and Seventy-seven B E T W E E N SRI TARA PROSAD CHATTERJEE son of Late Susil Chandra Chatterjee, by religion Hindu, a Retired India - Government Officer, of A-9/8, Vasant Vihar, New Delhi 57 formerly residing at 199, Rouse Avenue, New Delhi - 1 hereinafter called the Vendor (which expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, administrators representatives and assigns) of the One Part & N D



ADJUDICATION

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Under Section 31 Act.

11 of 1899

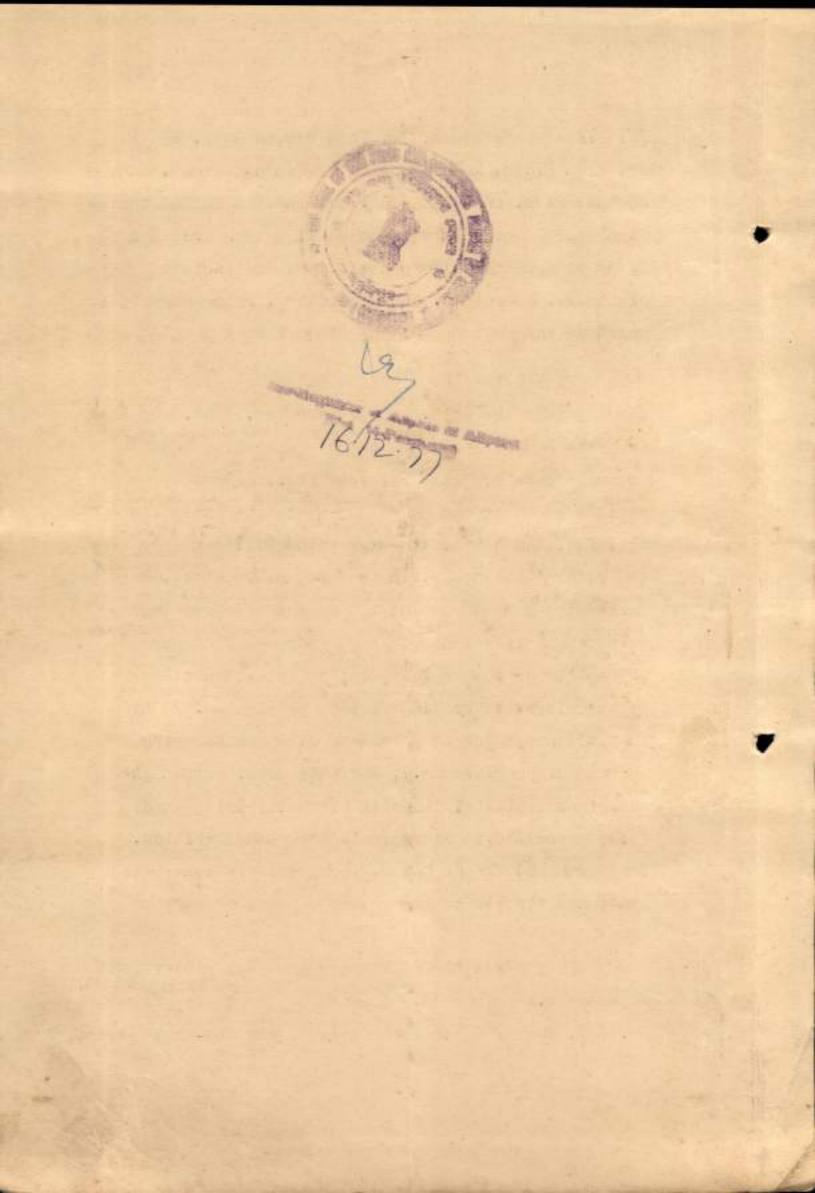
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SRI SEKHAR GUHA son of Sri Indu Bhusan Guha, by religion Hindu, a Businessman, residing at 330,
Jodhpur Park, Calcutta - 68, hereinafter called the Purchaser (which expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, administrators, representatives, nominees and assigns) of the Other Part:

WHEREAS the Vendor by an Indenture of Conveyance bearing date the 24th. day of December, 1965, purchased from the Bengal Secretariate Co - Operative Land Mortgage Bank & Housing Society Ltd., a Society registered under the Bengal Co-Operative Societies Act, 1940 and having its Registered Office at the time at Writers' Buildings, in the city of Calcutta, hereinafter called the Housing Society, a vacant piece of land measuring 5 (five) Kattahas 3 (three) Chattaks 13 (thirteen) Square feet more or less, described by the aforesaid Housing Society as Plot No. 277 of the Tollygunge Scheme (Jodhpur Club Lands) being a portion of Premises No.1, Gariahat Road, within the municipal limits of Calcutta (formerly Tollygunge) fully described in Schedule 'A' hereunder written, free from all encumbrances, for consideration mentioned therein :

AND WHEREAS the said conveyance was registered in Book No.I Volume No.166 Pages 105 to 124 as Being No.9667, Year 1965 at the Office of the Sub-Registrar





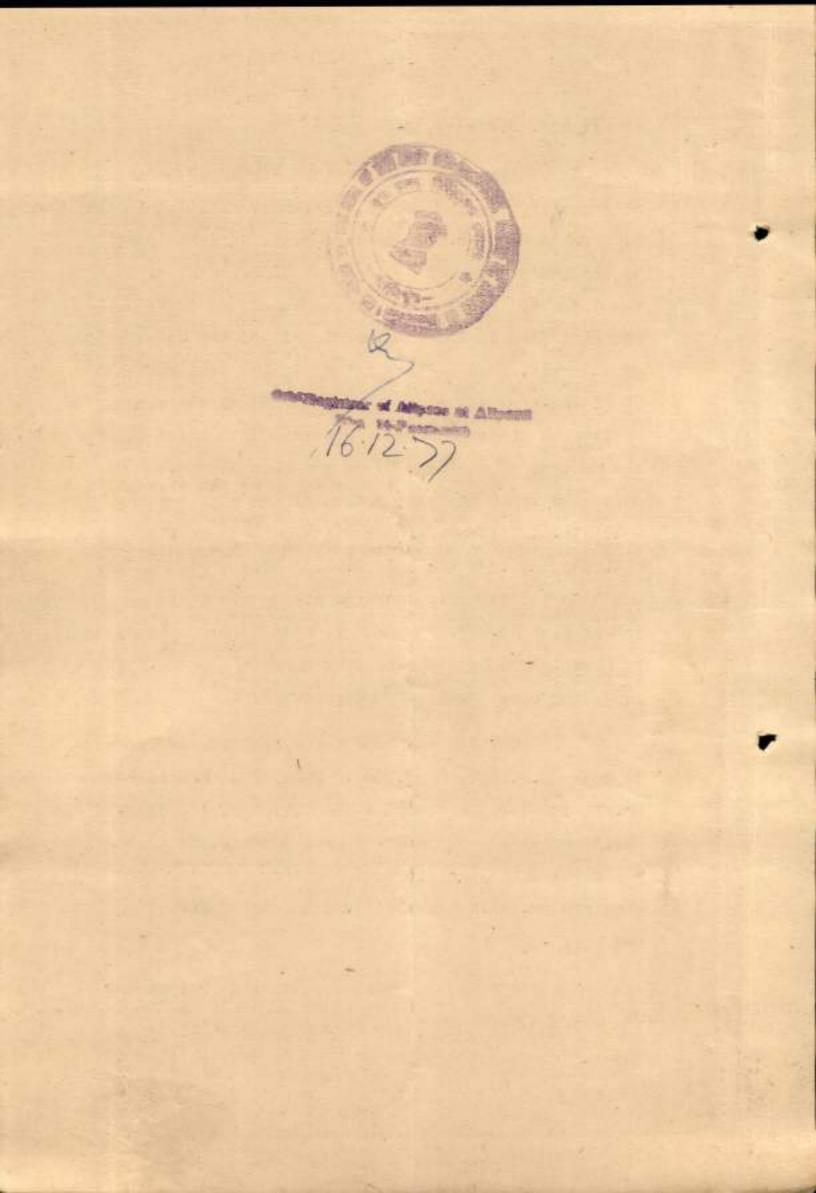
at Alipore, District 24-Pargenas

AND WHEREAS the Vendor thus seized and possessed of and otherwise well and sufficiently entitled to the plot being Plot No. 277 (portion of 1, Gariahat Road) of the Tollygunge Scheme (Jodhpur Club Lands) of the aforesaid Housing Society, numbered as 1/277 Gariahat Road in the Assessment Roll of the Corporation of Calcutta, sold 1 (one) Kattah 11 (eleven) chattaks 42 (forty-two) square feet of land out of the aforesaid 5 (five) kattahas 3 (three) chattaks 13 (thirteen) square feet of plot No.277 of the said Scheme. being the front western portion of the plot leaving a 12' ft. 10" inches wide private passage on its east leading from the 60' ft. wide public road on its south to the remaining portion of the aforesaid Scheme Plot No. 277, to one Sri Sanat Kumar Chatterjee by a registered conveyence bearing date the 3rd.August, 1967, for consideration mentioned therein

AND WHEREAS the said Conveyance was registered in Book No.I, Volume No.114 in Pages 30 to 36 as Being No.582 for the year 1967 at the Office of the Sub - Registrar at Alipore and the said Sanat Kumar Chatterjee has built a residential building thereon being now premises No.1/277 Gariahat Road (Jodhpur Park) Calcutta - 68

AND WHEREAS the Vendor being thus seized and possessed of and otherwise well and sufficiently entitled to the remaining portion measuring 3 (three)





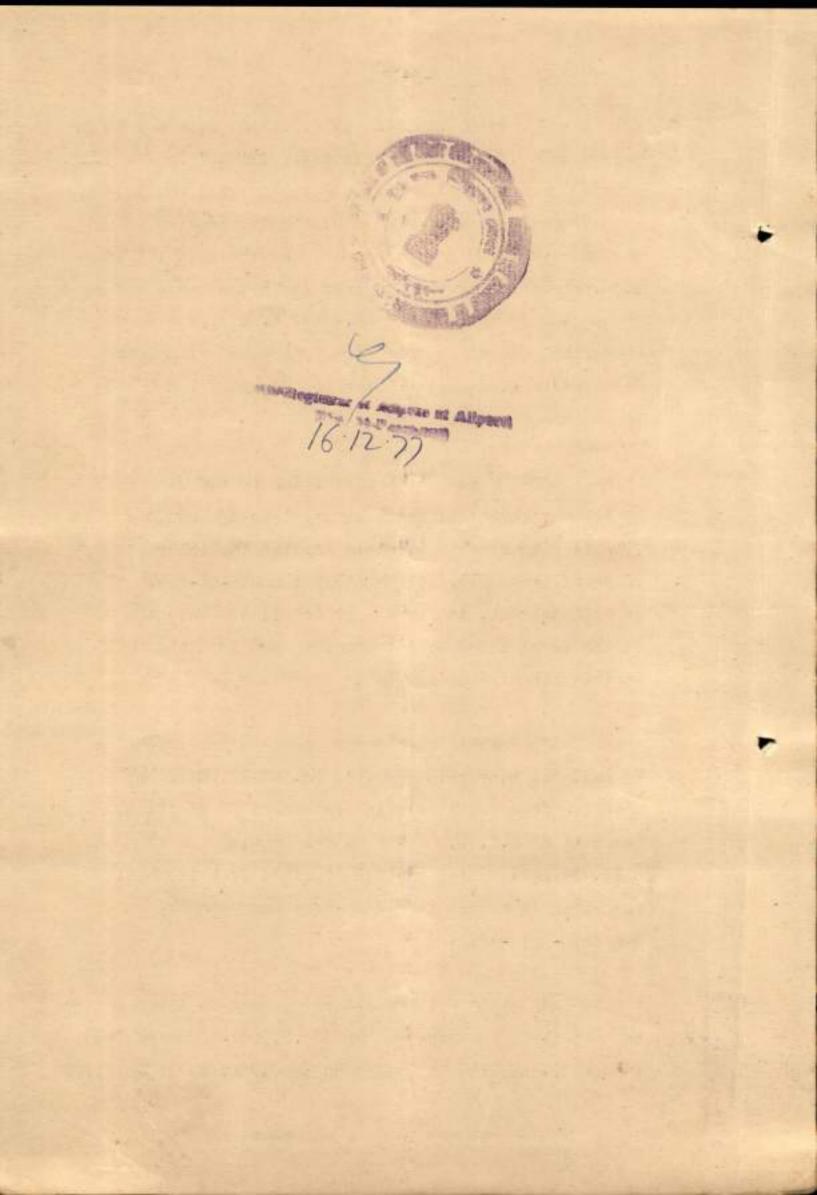
kattahas 7 (seven) chattaks 15 (fifteen) Square feet of vacant land including the aforesaid 12' 10" inches wide private passage in his absolute right title and interest free from all encumbrances, built a two storied residential building thereon keeping the said 12' ft. 10" inches wide private passage for his own use and occupation being Premises No.1/277 A, Gariahat Road (commonly called Jodhpur Park) as assessed by the Corporation of Calcutta after the abovementioned sale to Sanat Kumar Chatterjee

AND WHEREAS the Vendor being in the services of the Government of India at Delhi seldom could find time to come to Calcutta to live in his house inducted three different monthly tenants-at-will on monthly rent, two in the ground floor and one in the first floor of the premises and the said monthly tenants are ejectable under the Law

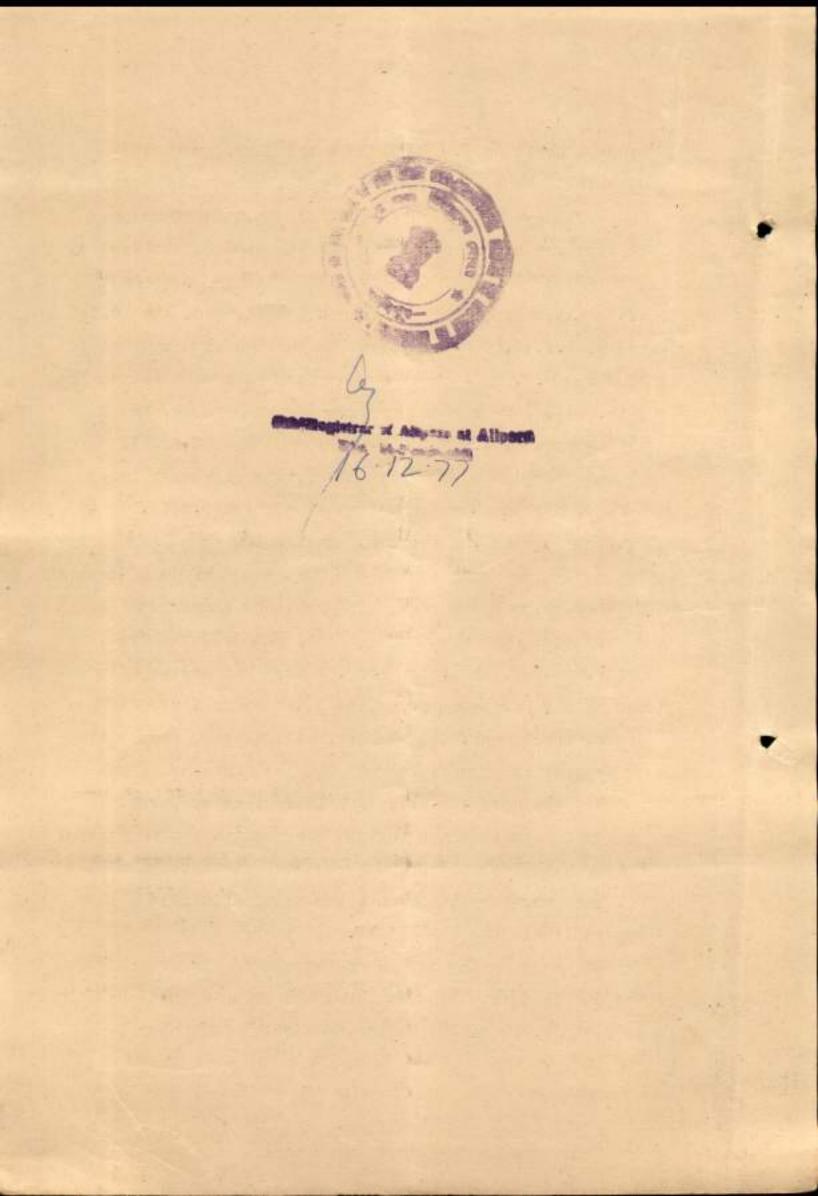
AND WHEREAS the Vendor declared his intention to sell his aforesaid Premises No.1/277A, Warishat Road (Jodhpur Park) within the municipal limits of Calcutta at &.1,10,000/- (Rupees One lac ten thousand) only, being its highest market price, free from all encumbrances except the above-mentioned monthly tenancy - at - will



AND WHEREAS the Purchaser agreed to purchase the same at the said price and paid &s.2,000/- (Rupees Two thousand) only to the Vendor on the 17th.day of July,1977

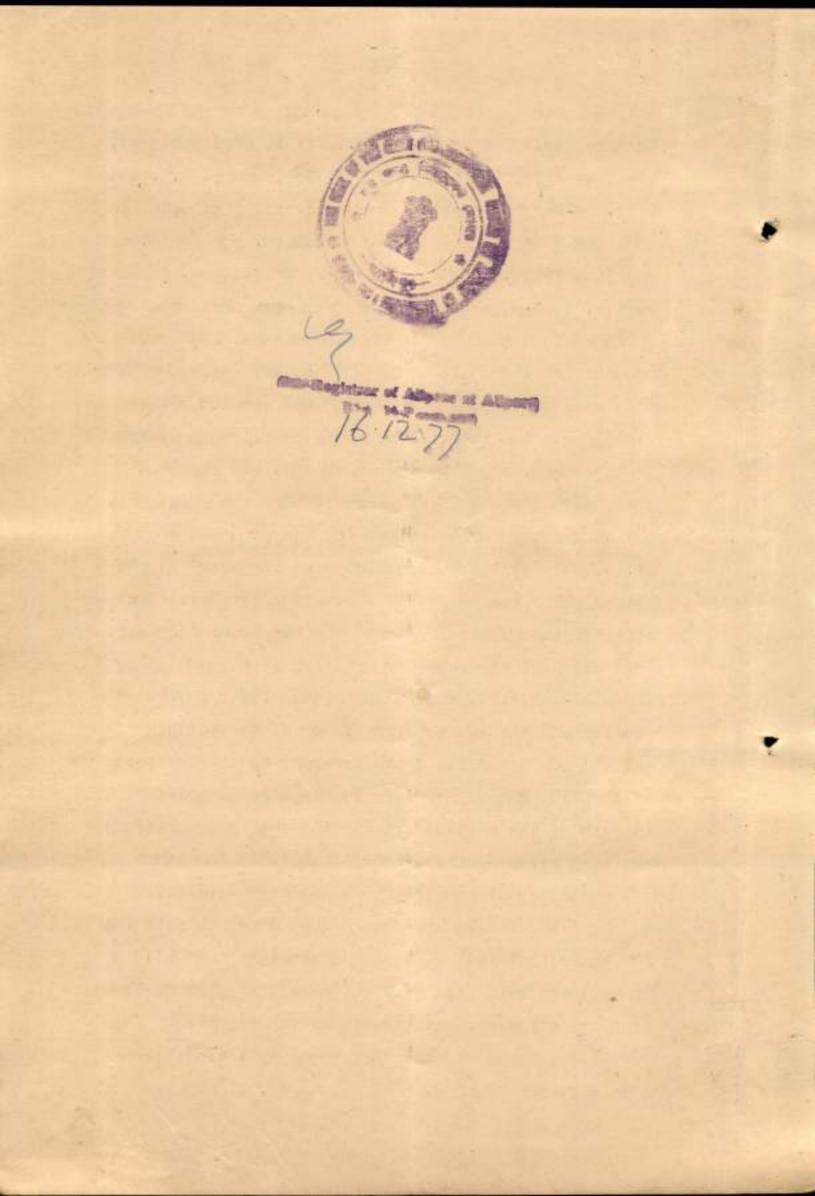


by Bank Draft No.T.T/AA357980 dated 15th. July, 1977 upon State Bank of India, New Delhi, as earnest money and part payment consideration, the balance to be paid at the time of execution and registration of the Deed of Sale NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of & 1.10.000/- (Rupees One Lac Ten Thousand) only of which &. 2.000/- (Rupees two thousand) was paid on the 17th.July, 1977 by Bank Draft, as stated above, and the balance of &. 1,08,000/- (Rupees One Lac Eight Thousand) only is paid this day by the Purchaser to the Vendor, the total amount of consideration &. 1, 10,000/-(Rupees One Lac Ten Thousand) only being thus paid to the Vendor by the Purchaser as per Memorandum of Consideration written below (the receipt whereof the Vendor does hereby admit and acknowledge) the Vendor does hereby grant, convey, sell, transfer, assure and assign unto and to the Purchaser free from all encumbrances, charges, liens, lispendens, attachments, allignments, requisition or acquisition proceedings except the above-mentioned monthly tenancies-at-will ALL THAT piece or parcel of land, hereditaments and premises containing an area of 3 (three) kattahas 7 (seven) chattaks 15 (fifteen) sq. feet more or less with a two storied building thereon including the 12' ft. 10" inches wide private passage for igress and egress to and from the 60' feet wide road on the South being a portion of Plot No. 277 of the Tollygunge Scheme (Jodhpur)

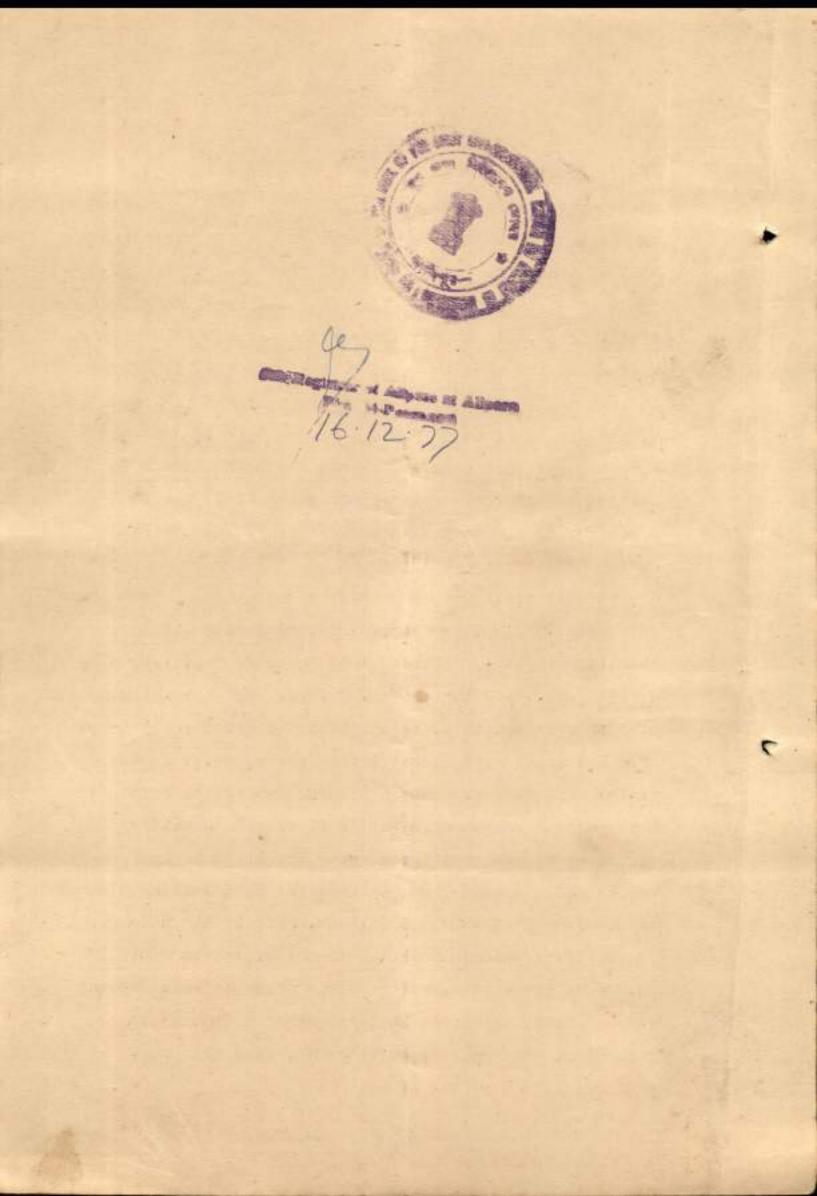


now the municipal Premises No.1/277 A, Gariahat Road, (Jodhpur Park) Calcutta-68, P.S. Tollygunge, S.R. Alipore Dist. 24-Parganas within the municipality of Calcutta TOGETHER WITH all buildings, outhouses, compounds, boundary walls, fences, liberties, privileges, easements, rights, lights, appendages and appurtenances, whatsoever to the said land hereditaments tenement and premises or any part thereof belonging or in anywise appertaining held used or occupied therwith and all the estate right title and interest property claim rents demand whatsoever of the Vendor into or upon the same and every part thereof TO HAVE AND TO HOLD the said land, the structures and buildings thereon unto and to the use of the Purchaser absolutely and for ever and the Vendor thus divested himself of all rights title and interest therein in favour of the Purchaser and delivered possession of the same now occupied by three monthly tenants - at will, two in the ground floor in separate portion and one in the first floor of the building and all the tenancies being governed by the provision of the West Bengal Premises Tenancy Act (Act XII of 1956) and to each of the monthly tenants the letter of attornment has been given by the Vendor asking them to attorn and pay monthly rents to the Purchaser with effect from this day

AND the Vendor doth hereby covenant with the Purchaser that the Vendor has good right and full power to sell the said land tenement hereditaments and premises with the buildings and structures thereon hereby sold to the Purchaser and the said property is fully free from all encumbrances, charges, debts, liens, lispendens



any requisition or acquisition proceedings and also not subject matter of any allignment of the Corporation of Calcutta or of any public body except the aforesaid monthly tenancies - at - will AND that the Purchaser shall be kept indemnified against all estate and all charges, debts, liens, lispendens, requisition and/or acquisition or allignment AND that the Vendor shall and will from time to time and for all times hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such acts things and deeds whatsoever for further or more perfectly assuring the title of the Purchaser to the said land hereditaments and premises hereby sold or any part thereof AND the Vendor doth hereby deliver his title deed namely, the Indenture of Conveyance dated 24th. day of December, 1965, between the Bengal Secretariate Co - operative Land Mortgage Bank & Housing Society Ltd., and the Wendor, referred to above, and as the other documents of title relate to other lands the said Housing Society has retained the same for production of the same on every reasonable request at the cost of the Vendor as covenanted in the aforesaid Indenture of Conveyance between the Housing Society and the Vendor AND the Vendor hereby declares that nothing is due from the Vendor as demands, made by the Housing Society aforesaid in relation to the aforesaid Plot No. 277 of its Scheme, and as Corporation taxes including supplementary bills, if any, and other outgoings in respect of the property hereby sold, till this day.



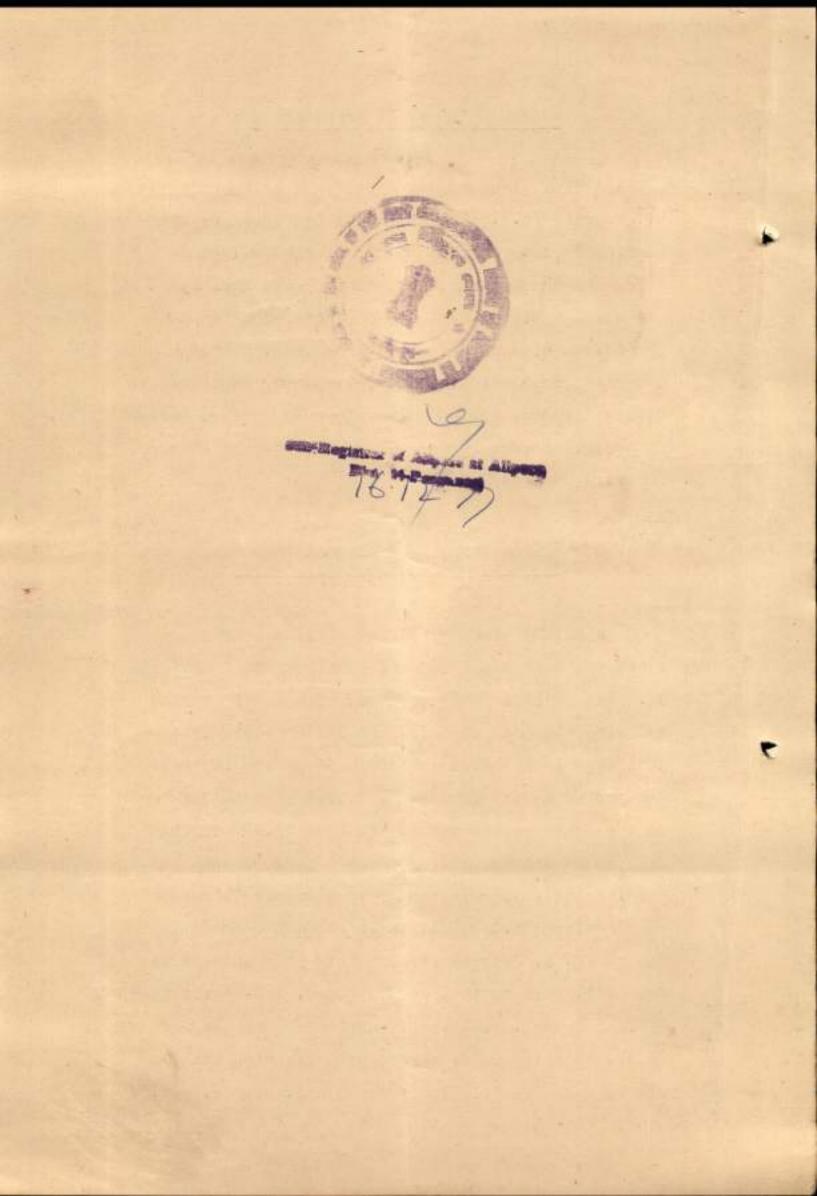
SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece or parcel of land being a portion of Premises No.1, Gariahat Road, described by the Housing Society as Plot No.277 of the Tollygunge Scheme (Jodhpur Club Lands) of the said Society measuring 5 (five) Kattahas 3 (three) Chattacks 13 (thirteen) Square feet more or less, within Calcutta Corporation, Thana Tollygunge, Registration Office Alipore, falling within one or more of Mouzas Dhakuria, Gobindapur and Selimpore, Pargana Khaspur, District 24 - Parganas.

SCHEDULE 'B' (REFERRED TO ABOVE)

ALL THAT piece or parcel of land measuring 3 (three) Kattahas 7 (seven) Chattacks 16 (sixteen) Sq. feet a little more or less, with a two storied building thereon including the 12' (twelve) feet 10" (ten) inches wide private passage for ingress and egress to and from the 60' feet wide public road on the South carved out of the Plot No.277 of the Tollygunge Scheme (Jodhpur Club Lands) of the Housing Society, referred to in Schedule 'A' above now Premises No.1/277 A, Gariahat Road (commonly called 277 A, Jodhpur Park) within the Municipality of Calcutta, Police Station Tollygunge, Sub-Registration (Calcutta, Police Station Tollygunge, Sub-Registration) walls, appurtenences, appendages, fixtures and

fiftings and all rights of easements, rights, air,



lights, rents profits appertaining thereto butted and bounded as follows:-

North - Plot No. 261 of the Tollygunge Scheme

South - Municipal Premises No.1/277, Gariahat Road and portion of 60' ft. wide public road

East - Plot No. 278 of the Tollygunge Scheme

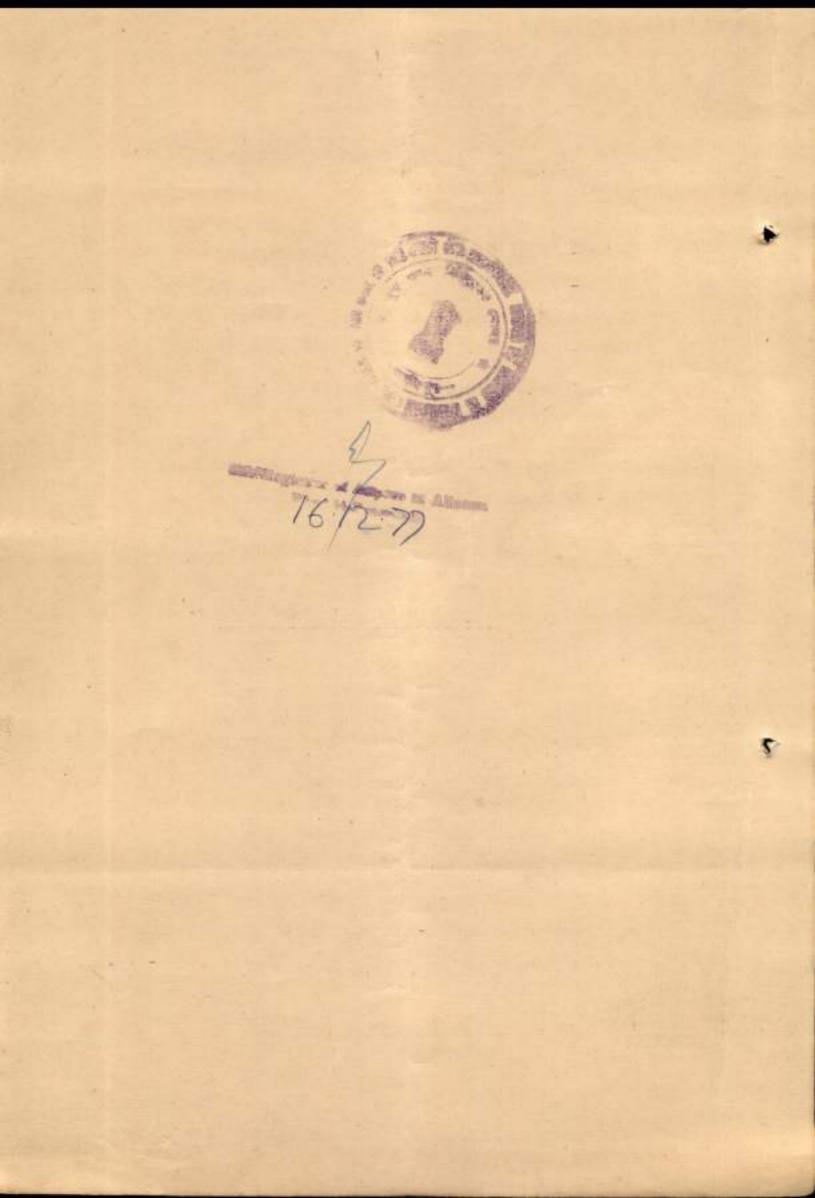
& West - Northern portion of Plot No. 276 of the Tollygunge Scheme

and shown and depicted in Red coloured border line in plan annexed hereto.

LIST OF DOCUMENTS DELIVERED :-

- Indenture of Conveyance bearing dated the 24th. day of December, 1965, between Bengal Secretariste Co - Operative Land Mortgage Bank & Housing Society Ltd.
- Receipted tax bills of the Corporation of Calcutta (forty-three in number) and one provisional receipt for 2nd. Quarter 1977 - 78.





IN WITNESS WHEREOF the Vendor Tara Prosad Chatterjee hereto puts his signature the day month and year above written.

Signed and Delivered in presence of :-

Witnesses: - Indulation when 330, Fachpun Prock, Calenta-68

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Susid Kumarky 115 A Bagha Jatin Palls Calenta - 32

Taraprosed Chatterji by the pen of his Constituted attorney Swiani Gangel

MEMO OF CONSIDERATION :

Received the within mentioned sum of &.1,10,000/- (Rupees one lac ten thousand) only being the full consideration from the within mentioned purchaser; _

On 17.7-77 ley Bank draft 20. 77/A A 35 7980

Pated 15.7. 77 upon the Bank
of India, New Bellie

To. Day ley Bank Braft 20. 514060

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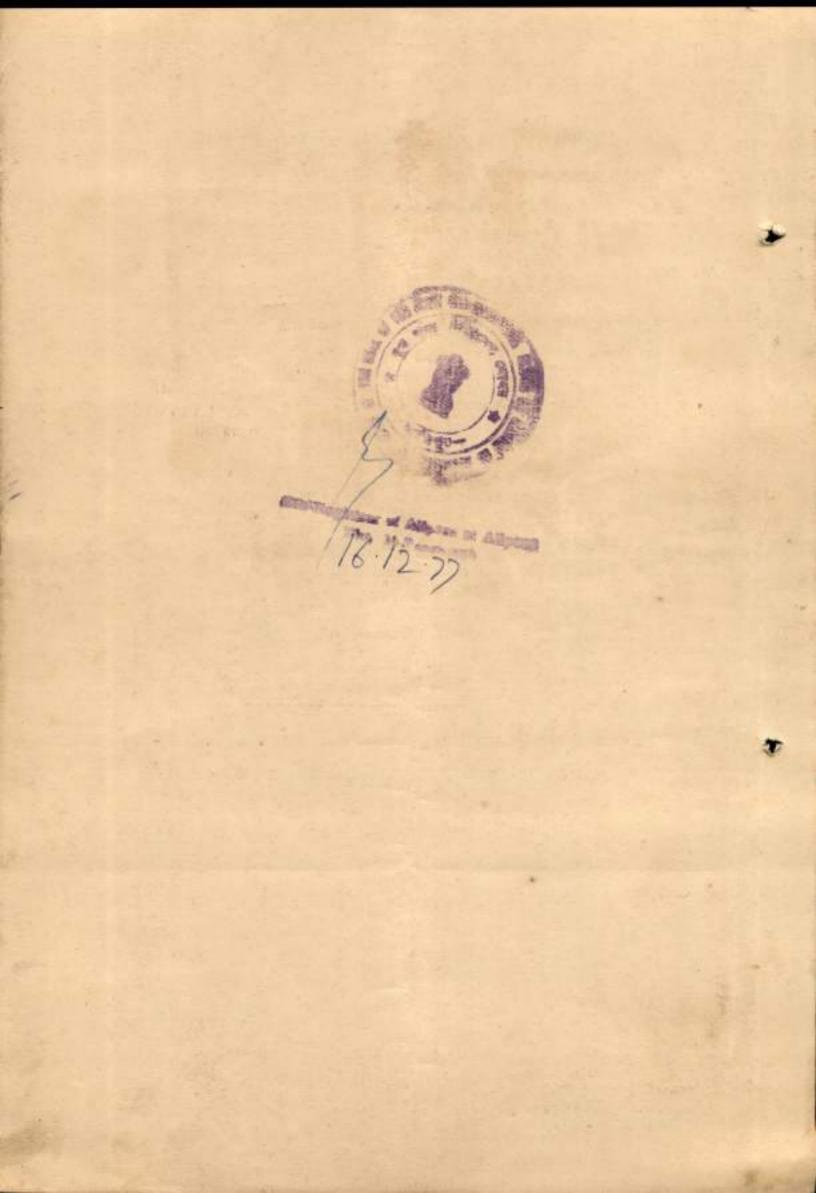
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Calcutta-26.

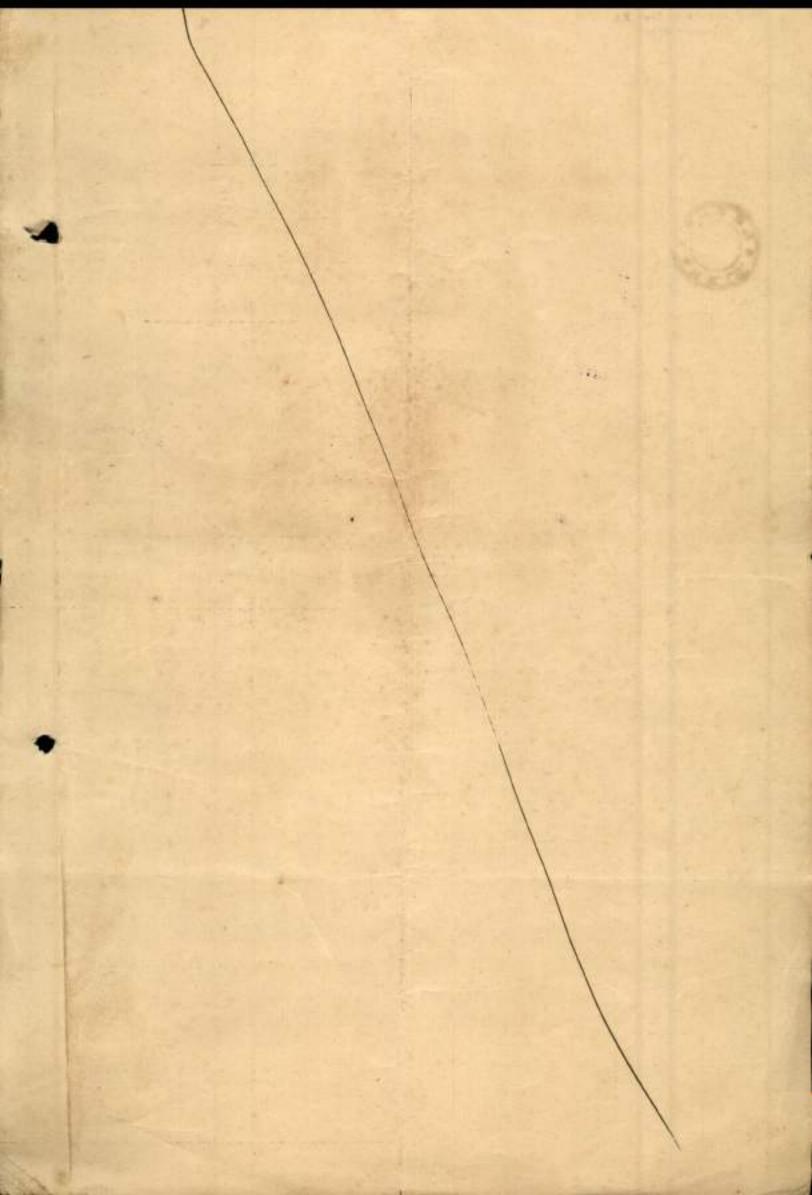
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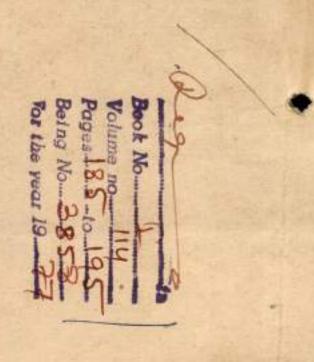
SRI TARA PROSAD CHATTERJEE.

AND

SRI SEKHAR GUHA.

DEED OF CONVEYANCE

Re: Premises No. 1/277 A. Gariahat Road (commonly called 277A. Jodhpur Par



Sri J. C. Das Gupta, Advocate.