

Presented for Registration a. 12/30 he Calcutta Registration Office on the alaman of the 10 9. By Welmani Bairogi are gen Med. Revistrar of Assurance 21-79 1) Nelmani Bairagi 2) June Nelmani Bairagi Charac Bainogi +3) Sincharac Bærogi all sjo kak Palin Rnishva overogi of Muchisha, P. S. Wilmene Bairagi Girnehren Bangn Unicharan Bairasi. So Late Salesh choos Munai Cu. Dalle go out lost office, Son of date Satish Ch. Date. Gel.
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assigns wherever the context or meaning shall so require or permit):

whereas one Pulin Kumar Bairagi(now deceased) the father of the Vendors herein, purchased a land with structure about 4 Cottahs in the District 24-Parganas(South) P.S.Tollygunge, Dihi Panchanangram, Division 6, Sub-Division V, Mouja Kakulia, Holding No. 94(B), C.S.Dag No. 707, Khatian No. 163 from Sukritishewar Bhattacharyya and Monorama Devi by a Registered Deed of Conveyance duly registered with the Sub-Registrar Alipore in Book No.I, Volume No. 10, Pages 60 to 65 Being No. 253 in the Year 1941.

AND WHEREAS the said Pulin Krishna Bairagi died intestate in the year 1961 leaving behind him surviving his wife Manoroma Devi, 3 (Three) Sons namely Sri Nilmoni Bairagi, Sricharan Bairagi, Gurucharan Bairagi, the Vendors herein and 3 (three) Daughters namely Smt.Anjali Bala Das, Ila Das and Smt.Bishnu Priya Das(now deceased) as legal heirs.

AND WHEREAS by way of Hindu Succession Act/the said legal heirs of the deceased Pulin Kumar Bairagi became the Owners of the Undivided One-seventh Share in the property being Premises No.74, Dr.Deodar Raman Road, Calcutta - 700 033.

AND WHEREAS one of the Co-owner Smt. Bishnu Priya Das died intestate in the year 1985 leaving behind her surviving 3 (three) sons namely Madhab Das, Sawraj Das & Tapan Das and 4 (four) Daughters namely Madhuri Chakraborty, Suvra Mahanto, Manika Das and Pritilata Dutta as legal heirs.

AND WHEREAS by virtue of the Hindu Succession Act

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the said 3 Sons namely Madhab Das, Sawraj Das & Tapan Das and 4 (four) Daughters namely Madhuri Chakraborty, Suvra Mahanto, Manika Das and Pritilata Dutta became the joint owners of the said Undivided One-seventh share of Smt.Bishnupriya Das in the said property being Premises No.74, Deodar Raman Road, Calcutta.

AND WHEREAS the Manorama Das, mother of the Vendors herein died intestate in the year 1985 leaving behind her surviving 3 sons namely Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi, the Vendors herein and 2 (two) Daughters namely Anjali Bala Das and Ila Das and 7(Seven) legal heirs of her daughter Smt. Bishnu Priya Das as legal heirs.

AND WHEREAS by Hindu Succession Act all the legal heirs as above of Smt. Manorama Das thus became the owners in the Undivided One-Seventh Share of the deceased.

AND WHEREAS by virtue of the Deed of Gift duly registered with the Sub-Registrar Alipore in Book No.I, Volume No. 65 Pages 31 to 44 Being No.2760 in the year 1989 all the legal heirs of the said Bishnu Priya Das gifted their 1/6th Share in the property in favour of the Vendors herein namely Shri Nilmoni Bairagi, Sri Guru Charan Bairagi and Shri Sricharan Bairagi out of their natural love and affection bears to them.

AND WHEREAS by virtue of another Deed of Partition executed by the Vendors namely Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi and two daughters namely Anjali Das and Ila Das, the Vendors became the absolute Owners of the said property as per allotment in the said Deed of Partition and the said Deed of Partition was duly registered with the Sub-Registrar Alipore, in

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Book No.I, Volume No.94, Pages 36 to 67 Being No.2951 in the Year 1989.

AND WHEREAS thus the Vendors herein became the absolute Owners of the said property each having Undivided One-third Share in the property and duly mutated their names with the Calcutta Municipal Corporation.

AND WHEREAS the Vendors herein have agreed to sell the said property being Premises No. 74, Dr. Deodar Rahaman Road, Calcutta and the Purchaser herein has agreed to purchase the said property at or for the price of Rs. 4,00,000.00% (Rupees Four lacs) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 4,00,000/-(Rupees Four lacs only) of the lawful money of India well and truly paid by the Purchaser to the Vendors on or before the execution and registration of these presents(the receipt whereof the Vendors doth hereby admit and acknowledge and from the same and every part thereof doth hereby release the Purchaser) the Vendors doth hereby grant convey transfer assign and assure unto the Purchaser ALL THAT the land with structure being Premises No. 74, Dr. Deodar Rahaman Road, Calcutta more fully and particularly described in the Schedule hereunder written TOGETHER WITH all fixtures, yards, court areas, sewers, drains, paths, passages, common fences, walls, water, water courses, lights, liberties, privileges, easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong

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or to be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the Vendors into or upon the said land hereditaments and premises or every part thereof TOGETHER WITH all deeds pattahs and muniments of title whatsoever in anywise relating to or concerning the said land hereditaments and premises or every part thereof which now are or hereafter shall or may be in the possession custody power or control of the Vendors or any other person or persons from whom they or any of them may procure or inherity the same without any action or suit TO HAVE AND HOLD the said land hereditaments and premises hereby granted or expressed or intended so to be UNTO AND TO THE USE of the Purchaser absolutely and forever AND the Vendors doth hereby covenant with the Purchaser THAT NOT WITHSTANDING any act deed or thing by the Vendors or any of their ancestors, or predecessors-in-title done executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed or intended so to be and every part thereof for a perfect and indefesible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors hath now in themselves good right and full power and absolute authority to grant the said land hereditaments and premises hereby granted or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid A N D the Purchaser their executors, administrators, successors shall and may at all

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times hereafter peaceably and quitely possesses and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claims and demands whatsoever from or by the Vendors or any person or persons lawfully and equitably claiming from under or in trust for the Vendors or from or under any of their ancestors or predecessorsin-title ALL THAT free and clear and freely and clearly and absolutely discharged save harmless and kept indemnified against all estates and encumbrances created by the Vendors or any of their ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming from under or in trust for them AND FURTHER that the Vendors and all person or persons lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for the Vendors or from or under or in trust for any of their ancestors or predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may reasonably be required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring an area a little more or less 4 Cottahs Together With Structures standing thereon at Premises No.74, Dr. Deodar Rahaman Road, formerly known as 15/1, Dr.Deodar Rahaman Road, Calcutta-33 corresponding to Dihi

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Panchannagram, Division - 6 Sub-Division Holding No. 94(B), C.S.Dag No. 807, in C.S.Khatian No. 163, of Mouza Kankulia in District 24-Parganas within Tollygunge Police Station as has been delineated in the Map or Plan annexed hereto and bordered "R E D" thereon butted and bounded as follows:

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ON THE NORTH : By 6' Passage.

ON THE SOUTH : By Sultan Alam Road.

ON THE EAST : By Deodar Rahaman Road.

ON THE WEST : 75, Deodar Rahaman Road;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at CALCUTTA by the VENDORS

hereto in the presence of :

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CALCUTTA by the VENDORS

Reto in the presence of:

And Sinh Advocate

Advocate

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Kexald. 3. Sricharan Bairagi.

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RECEIPT AND MEMO OF CONSIDERATION

RECEIVED the sum of Rs. 1, 33, 334.00 (Rupees one lac thirty-three thousand three hundred thirty-four) only towards purchase consideration of Undivided One-third share as per Memo of Consideration given below:

Rs. 1, 33, 334.00

(Rupees one lac thirty-three thousand three hundred thirty-four)

MEMO OF CONSIDERATION

- By P/O.No.295211 Dt.28/1/91 on State Bank of Bikaner & Jaipur, Bhowanipore Brn. Cal.
- By P/O. No.024071 Dt.14/8/92 on Bank of Baroda, Dharamtolla Brn.

Rs. 1, 16, 700.00

Rs. 16,634.00 Rs. 1,33,334.00

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RECEIVED the sum of Rs. 1, 33, 333.00

(Rupees One lac thirty-three thousand three Hundred thirty-three) only towards purchase consideration of Undivided One-third share as per Memo of Consideration given below:

Rs. 1, 33, 333.00

MEMO OF CONSIDERATION:

By P/O.No.162985 Dt.16/1/91 on State
 Bank of Bikaner & Jaipur, Bhowanipore Brn.

Rs. 1, 16, 700.00

 By P/O. No.024070 dt. 14/8/92 on Bank of Baroda, Dharamtolla Brn.

Rs. 16,633.00 Rs. 1,33,333.00

Gwineleren Banga (VENDOR)

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RECEIVED the sum of Rs. 1, 33, 333.00 (Rupees One lac thirty-three thousand three hundred thirty-three) only towards purchase consideration of Undivided Onethird Share as per Memo of Consideration given below:

Rs. 1, 33, 333.00

MEMO OF CONSIDERATION:

1. By P/O No. 162986 Dt. 16/1/91 on State Bank of Bikaner & Jaipur, Bhowanipore Brn.

Rs. 1, 16, 600,00

By P/O.No.024069 Dt.14/8/92 on Bank of Baroda, Dharamtolla Brn.

Rs. 16,733.00 Rs. 1, 33, 333.00

WITNESSES:

Scricharan Bairage.

Y. P. KHANNA) (VENDOR)

G. Lake Temph Rd.

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