

(2)

44A/1, Ashok Road, Ganguly Bagan, P.S. Jadavpur,
Calcutta - 700 084, District : 24 - Parganas (South),
hereinafter referred to as the PURCHASER
(which expression shall unless excluded by or repugnant
to the subject or context be deemed to mean and include
her heirs, successors, executors, legal representatives,
administrators and assigns) of the SECOND PART.

A N D

(I) SRI PRABIR DAS, son of Sri Gopal Das, (II) SRI MADHU
SUDHAN DEY, son of Sri Anjan Chandra Dey, both of them
by faith Hindu, by occupation Business, residing at

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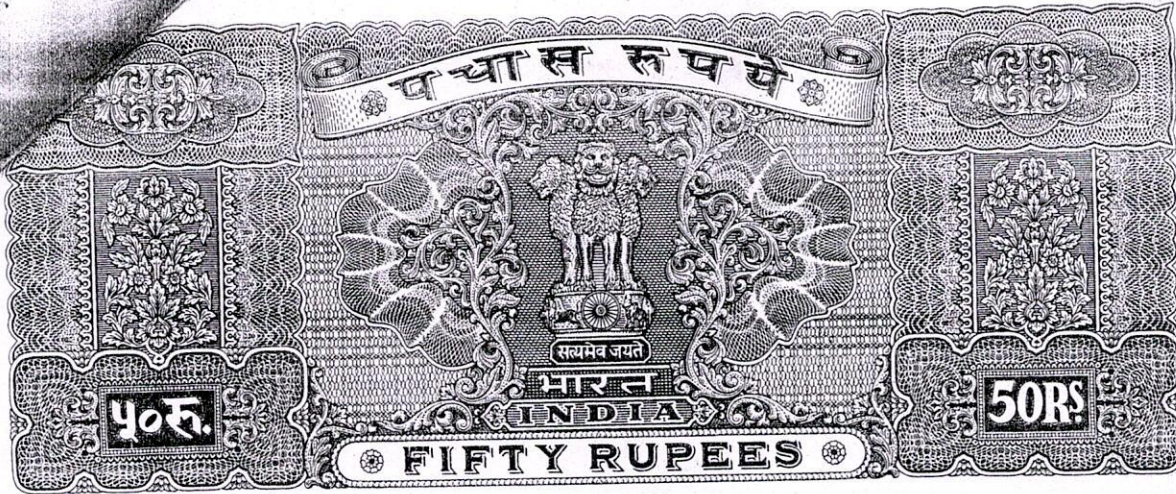
(3)

Uttar Purbachal Kalitala Road, Haltu, P.S. Kasba,
 Calcutta-700 078, District 24-Parganas (South),
 hereinafter referred to as the CONFIRMING PARTY
 (which terms or expression shall unless excluded by or
 repugnant to the subject or context be deemed to mean
 and include their heirs, executors, successors, legal
 representatives, administrators and assigns) of the
THIRD PART.

W H E R E A S :

- 1) That one Panchu Bala Dasi wife of Late Kanai Naskar of Banerjee Para Lane, Dhakuria, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring 4 (four) Cottans more or less situate and lying at Mouza

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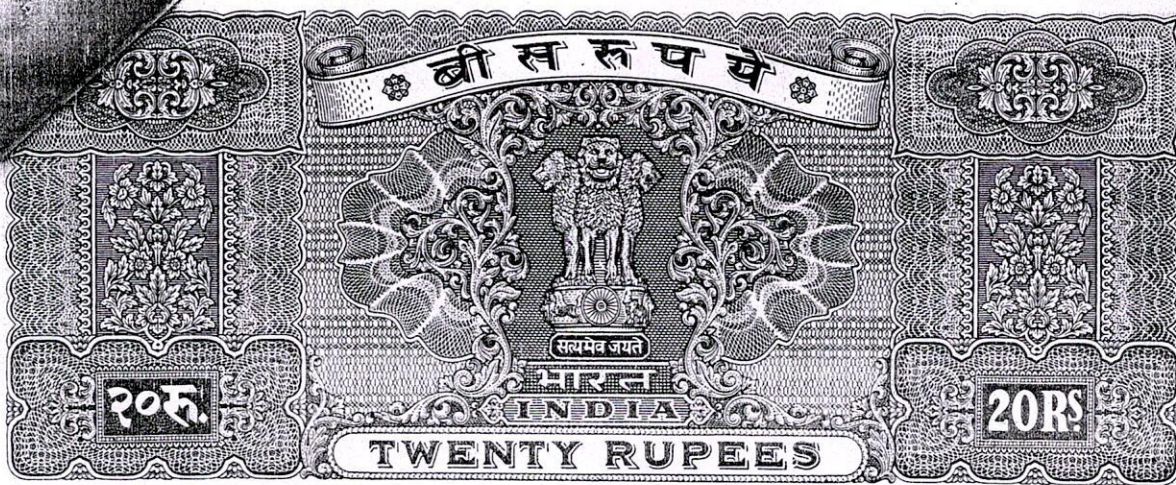


(4)

Kasba, comprised in Dag No. 4139/4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No - 145, Police Station then Tollygunge now Kasba then within the limits of Jadavpur Municipality now within the Calcutta Municipal Corporation, Ward No. - 106 by virtue of registered Purchase Deed vide No. 619, from its Owner Sri Pravash Chanda Dey son of Late Furna Chandra Dey of Haltu, P.S - Kasba in the year 1946. The said Deed was registered at the Office of District Sub-Registrar at Alipore and recorded in its Book No. 1, Volume No. 22, Pages 36 to 39, Being No. 619, for the year 1946.

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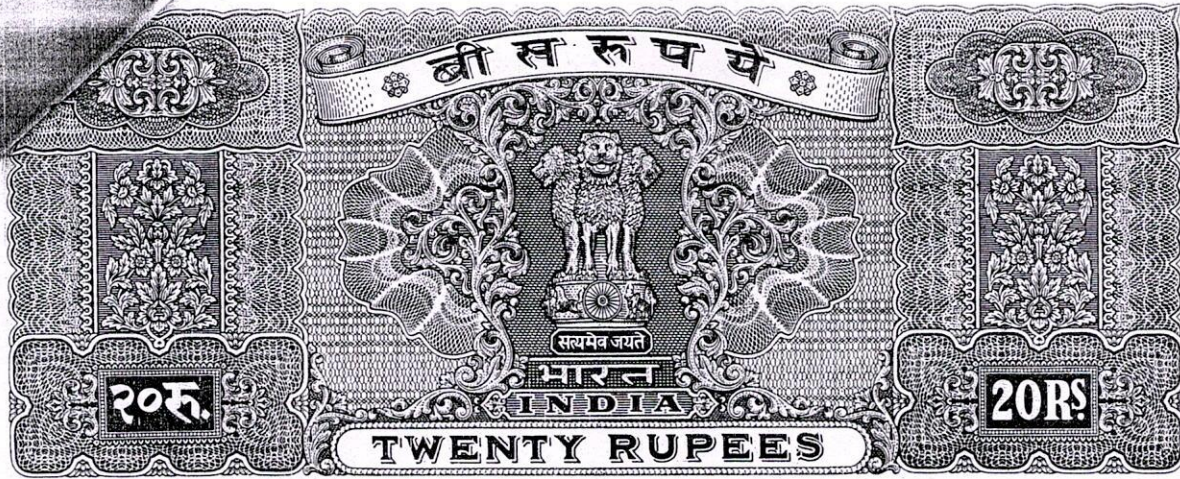


(5)

2) After the said purchase the said Panchu Bala Dasi while seixed and possessed the said 4 Cottah Sali land as absolute owner thereof recorded her name in the revisional settlement record and paid rent before the Collector regularly.

3) Thereafter by a Deed of Sale dated 30.4.34 made between Smt. Panchu Bala Dasi therein described as the Vendor of the One Part and Smt. Pavitri Devi Choubey the Vendor herein described as Purchaser therein of the other part, for consideration mentioned therein the said Panchu Bala Dasi sold, transferred, conveyed, assigned, assured unto the said Purchaser i.e. Smt. Pavitri Debi Choubey ALL THAT the piece and parcel of land

Contd.6.



(6)

containing an area of said 4 Cottahs more or less comprised in Dag No. 4139/4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, P.S. Kasba, S.R.O. at Alipore, District 24-Pgs(S), free from all encumbrances, charges, liens whatsoever nature and the said Deed of Sale was registered at the Office of Sub - Registrar at Alipore and recorded in its Book No. 1, Volume, No. 5 to — , pages 17 to 24 , Being Deed No. 1932 for the year 1984.

4) Thereafter the Vendor acquired the said land measuring 4 Cottahs more or less in the manner stated above and became the absolute Owner thereof and mutated her name in respect of the said land before the Block Land and Land Reform Office of Govt. of West Bengal

Contd...7.

and also mutated her name before the Calcutta Municipal Corporation and it has been assessed and numbered and known as 31-106-15-0098 and made the payment of all taxes payable thereof to the Calcutta Municipal Corporation and other Competent Authorities.

5) The present Vendor while seized and possessed of an absolute owner thereof in respect of the said 4 Cottahs Sali land, out of the said land the Vendor has devoted some portion exclusively for the adjacent proposed Road and for the remaining portion of the land the Vendor has declared her intention to sell all that piece and parcel of land measuring about 3 Cottahs 12 Chhitaks for legal necessity and of other diverse necessity. (Hereinafter referred to as the said property)

6) After having been satisfied with free from all encumbrances of the title of the Vendor in the said land, the purchaser desired and agreed to purchase ALL THAT piece and parcel of sali land measuring 3 Cottahs, 12 Chittaks 0 0 Sq. feet more or less comprised in Dag No. 4139/4315, Khattian No. 269, J. L. No. 13, R.S. No. 233, Touzi No. - 145 under mouza - Kasba, Police Station Kasba, District-24-Pgs(S) within the limits of Calcutta Municipal Corporation Ward No. 106, Municipal Assessee Number known as 31-106-15-0098 Purbachal Kalitala Road, Cal-7000 078 more fully described in the Schedule hereunder from all encumbrances, liens, attachments, mortgage, charges

dependens, for a consideration of Rs. 1,87,500/-

(Rupees one lac eightyseven thousand five hundred only)

7)
P. Choudhary
The Vendor has executed an Agreement for sale dated 22.1.97 with Sri Probir Das and Sri Madhusudan Dey the confirming parties ~~herein~~ to sell the said land to them or to their nominated person/persons the said property at Mouza Kasba, Dag No. 4139/4315, P.S. Kasba and accordingly Sri Probir Das and Sri Madhusudan Dey have nominated the present purchaser to purchase the schedule property and concentrate this sale and subscribe their hands in this presents as confirming party and confirm the sale of the said land to the purchaser.

NOW THIS DEED OF CONVEYANCE WITNESSETH : that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,87,500/- (Rupees one lac eightyseven thousand five hundred only) paid by the purchaser to the Vendor simultaneously with the execution of these presents (the receipt whereof the Vendor to hereby admit and acknowledge as hereinafter written in the memo consideration and do hereby release and acquit and discharge for ever unto the purchaser) the Vendor of these presents as owner and possessor of the said property do hereby indefeasibility grant, convey, sell, transfer, assign and assure unto the purchaser free from all encumbrances ALL THAT land measuring 3 Cottahs 12 Chhitaks more or less of Mouza Kasba, Dag No. 4139/4315, Khatian No. 269, J.L. No. 13, within the limits of Calcutta Municipal Corporation

Ward No. 106, Municipal Assessment No. 31-106-15-0098 known as Purbachal Kalitala Road, Calcutta - 700 078, District 24 - Parganas (South) with fittings, fixtures, lights, liberties, privileges with all rights for egress and ingress into the said property and all easement rights and appurtenances whatsoever belonging to the said property or in any way appertaining or usually held or occupied therewith AND TO HAVE AND TO HOLD ALL right, title, interest, possession, claim, demand whatsoever of the Vendor into and upon the said property and every part thereof TOGETHER WITH the documents of title, exclusively relating to the said property or any part thereof or which are hereinafter shall or may be in the custody, power of possession of the Vendor or any person or persons from whom she can or may procure the same the said property described in the SCHEDULE hereunder written, AND TO HAVE AND TO HOLD the said property free from all encumbrances, hereby sold, conveyed, transferred unto the Purchaser absolutely and for ever.

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows :-

- 1) That notwithstanding any acts, deeds or things by the Vendor hereto before done, executed or knowingly suffered to the contrary the Vendor has now in good, right, full power and absolute authority to sell, transfer, and convey the said property and her right, title, interest, possession in respect of the

said property more fully described in the Schedule hereunder written and every part thereof unto and to the Purchaser in the manner aforesaid. And the Vendor has not done any act, deed or thing whereby the said property has been encumbered or whereby the Vendor is hindered from selling transferring the same unto and to the Purchaser in the manner aforesaid.

2) That the said property is not notified to be acquired under the Land Acquisition Act or not requisitioned by the Government or Semi Government or any other public Body whatsoever or the said property is not vested by the Government or is not under any Debottor or Pirottor property and there is no suit or dispute or litigation or case pending in any Court in respect of the said property or the said property have not been sold by any Court of Law in auction for non-payment of rents or taxes or there is no co-sharer or claimant in respect of the said property and the Vendor has full power and absolute authority to sell, transfer the said property including her all rights, title, interest, possession in respect of the said property in manner aforesaid.

3) That the Purchaser shall at all times hereafter peacefully and quietly hold, possess and enjoy the said property and every part thereof with absolute right to sell, transfer, gift, mortgage, lease convey, and whatsoever as its absolute owner and possessor without any lawful eviction, interruption, claim, demand whatsoever

from or by the Vendor or her heirs, executors, administrators, legal representatives and assigns or any person or persons claiming through or under her.

4) That to save the said property and every part thereof harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser with her heirs, executors, successors, administrators, legal representatives and assigns from and against all encumbrances, losses, damages, charges whatsoever.

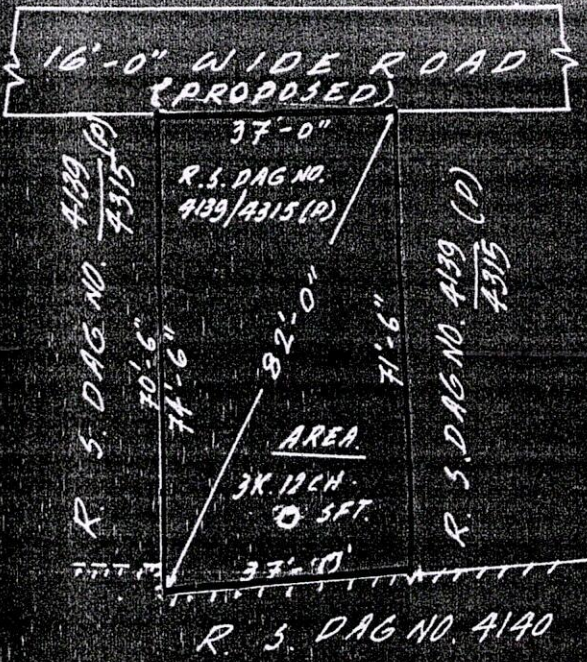
5) That the Vendor shall from time to time and at all times hereafter at the request and at the costs of the Purchaser do acknowledge execute and perfect and cause to be done acknowledged, executed and perfected all such lawful acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the Purchaser in manner aforesaid as shall or may be reasonably required according to the true intent and meaning of these presents.

6) That simultaneously with the consideration of purchase the peaceful possession of the said property shall be made over by the Vendor to the Purchaser.

7) That the Purchaser shall have also the absolute right hereafter to build to re-build buildings,

PLAN OF R.S. DAG NO. 4139/4315 IN PART OF MOUZA -
13, R.S. NO. 233, TOUZI NO. 145, KHATIAN NO. 269,
PURBACHAL KALITALA, P. S. - KASBA, DIST. - 2A - PA
ER CALCUTTA MUNICIPAL CORPORATION, WARD NO. - 106
SCALE: 1" = 25'-0"

REF: LAND TO BE SOLD IN FAVOUR OF SMT. ANJANA
MAZUMDER, AREA MORE OR LESS - 3 K. 12 CH.
0 SFT. SHOWN THUS.

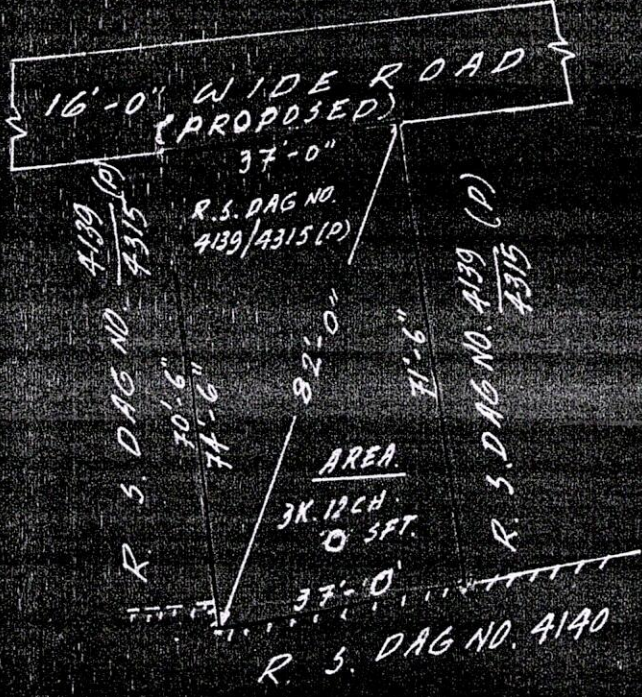


DRAWN BY:
M. Calder
SURVEYOR
19-6-97

SIGNATURE OF THE VENDOR

PLAN OF R.S. DAG NO. 4139/4315 IN PART OF
D. 13, R.S. NO. 233, TOUZI NO. 145, KHATIAN NO. 269
8 PURBACHAL KALITALA, P. 3 - KASBA, DIST. - BA-PA
ER CALCUTTA MUNICIPAL CORPORATION, WARD NO. - 106
SCALE - 1" = 25'-0"

REF: LAND TO BE SOLD IN FAVOUR OF SMT. ANJANA
MAZUMDER, AREA MORE OR LESS - 3 K. 12 CH.
0 SFT. SHOWN THUS.



DRAWN BY:
M. Calder
SURVEYOR
19-6-97

SIGNATURE OF THE VENDOR

structures sink well, plant trees and gardens and be entitled to use the Schedule property and every part thereof in any manner thereof she likes.

8) That the Purchaser shall have right hereafter to get her name mutated in respect of the Schedule property in the Calcutta Municipal Corporation and other statutory authority/authorities where ever required in her name and shall pay the rent and tax of the property directly to the authorities concerned from the date of execution and registration of this Deed of Sale.

9) That if any dispute arise at any time, regarding right, title, interest, possession, claim, demand whatsoever of the Vendor in respect of the said property more fully described in the Schedule hereunder written, in that event the Vendor shall be liable and responsible for any such dispute and the Vendor shall be bound to make good any loss sustain by the Purchaser. And if in future the Purchaser shall dispossess from the said property described in the Schedule hereunder written by any act or acts, of the Vendor, in that event the Vendor shall be bound to refund full consideration money with all costs, at-a-time, to the Purchaser together with all losses and damages sustained by the ~~Vendor~~ Purchasor.

BE IT FURTHER STATED BY THE VENDOR that the Purchaser along with her heirs, executors, administrators, successors, legal representatives and assigns shall be entitled to enjoy all rights of ingress and egress and all

easement rights over and through the adjacent proposed road more particularly shown in the Map or Plan annexed therewith and the Purchaser shall be at liberty to arrange for Electric connections, Telephone connections, Gas connections, water pipe connection, Drainage System over and through the said road.

AND WHEREAS the Confirming Party, doth hereby confirm and ratify that they have no claim in respect of the said property described in the Schedule hereunder written, A N D the Confirming Party doth hereby confirm and assure the sale of the said property by the Vendor to the Vendee/Purchaser.

SCHEDULE OF PROPERTY AS ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring 3 Cottahs 12 Chittaks 0 Sft. be the same more or less comprised in Dag No. 4139/4315, Khatian No. - 269, J.L. No. 13, R.S. No. 233, Touzi No. - 145 under Mouza - Kasba, Pargana - Calcutta, Police Station Sadar Tollygunge at present Kasba, District - 24 Parganas (South), now within the limits of Calcutta Municipal Corporation Ward No. 106, being Municipal Assessee No. - 31-106-15-0098 known as Furbachal Kalitala Road, Calcutta - 700 078, together with all easement rights thereto hereby sold and shown in the Sketch Map annexed hereto with border RED of which butted and bounded as follows :-

ON THE NORTH : Proposed Road ;
ON THE SOUTH : R.S. Dag No. 4140 ;
ON THE EAST : R.S. Dag No. 4139/4315 ;
ON THE WEST : R.S. Dag No. 4139/4315.

Contd..

IN WITNESSES WHEREOF the Vendor and the Confirming Party have hereunto set and subscribed their hands and seals the day, month and year above written.

SIGNED AND DELIVERED

in the Presence of

- 1) Biplab Ghosh
12/9 Kanchahal Road
Calcutta
- 2) Sujit Das
Angling School Road
Po. Wultra Cal. 78

Paivity Devi Choudry
41/1/21 2nd flr

SIGNATURE OF THE VENDOR

Prabir Das

Madhu Sudhan Das
SIGNATURE OF THE CONFIRMING PARTY.

MEMO OF CONSIDERATION

RECEIVED Of and from the within named Purchaser i.e. Smt. Anjana Majumder, the full consideration money of Rs. 1,87,500/- (One lac eighty seven thousand five hundred only, towards the sale of above mentioned property as per memo below:-

Pay Order no- 290931 dt. 25/1/77 Rs. 100000/-
 (United Bank of India Ganguly Bagan Branch) Rs. 87500/-
 Cash Rs. 187500/-
 (Rupees One lac Eighty Seven Thousand five hundred only)

Paivity Devi Choudry
41/1/21 2nd flr
SIGNATURE OF THE VENDOR

WITNESSES:

- 1. Biplab Ghosh.
- 2. Sujit Das

