

Nath Roy (since deceased) by faith Hindu, by occupation

Business ... of 3, Tilak Road, under Police Station

Lake, Calcutta- 700029, hereinafter referred to as the

VENDOR (which expression shall unless excluded by

repugnant to the context shall mean and include his heirs,

executors, administrators, legal representatives and

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wife of Sayeed Jabbar (since deceased) by faith Hindu,
by occupation House-wife and business, (2) MR.IQBAL JABBAR
son of Sayeed Jabbar by faith Muslim by occupation Businessman, (3) MISS SONIA JABBAR daughter of Sayeed Jabbar (since deceased) and all of 7/3, Burdwan Road, under Police Station

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Alipore, Calcutta- 700027, hereinafter referred to as the PURCHASERS (which expression shall, unless excluded by and or repugnant to the context, be deemed to mean and include their respective heirs, executors, administrators and assigns and or legal representatives) of the OTHER PART ;

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District Sub-Registra, south 24 Parganas, Allpe



WHEREAS the property situated at 7/3, Burdwan Road under Police Station Alipore, Calcutta, particularly described in Schedule "A" below belonged to Rabindra Nath Roy and Sudhindra Nath Roy both sons of Satyendra Nath Roy;

AND WHEREAS while seized and possessed of the property, the Purchaser No 1 herein was inducted as a tenant in

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respect of the said premises; AND WHEREAS by a Registered

Deed of Sale dated 24th day of November 1972, duly executed

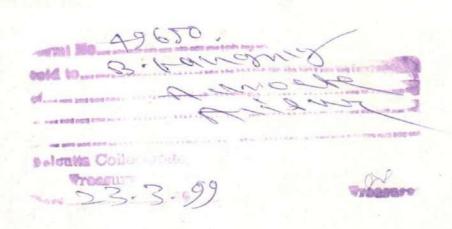
by the said Rabindra Nath Roy, the said Rabindra Nath Roy

sold his undivided half share in ALL THAT the two storeyed

brick built dwelling house together with the piece or

parcel of revenue free land thereunto belonging and on

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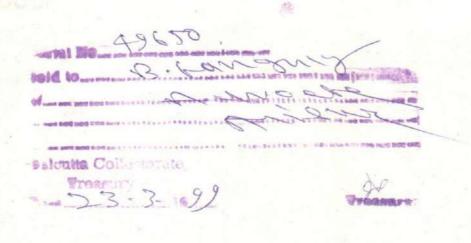


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an area of about One Bigha, One Cottah and Eight Chattaks and Forty Square Feet be the same a little more or less situate lying at and being premises No 7/3, Burdwan Road, Calcutta, free from all encumbrances, trust, lispendens attachments and/or other liabilities, for valuable consideration mentioned in the said Deed to Mrs Lalita Jabbar





District Sub-Registras,
South 24-Parganas



- 7 -

the Purchaser No 1 herein AND WHEREAS while seized and possessed of the property having undivided half share in the said property Sudhindra Nath Roy, the predecessor-in-interest of the Vendor, by an agreement in writing dated 23rd July 1975 entered into by and between the said Sudhindra Nath Roy and the Purchaser No 1 herein, the said Sudhindra Nath Roy agreed to sell and the Purchaser No 1 herein agreed to purchase the said undivided half share

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District Sub-Registras, South 24-Parganas.

of the property situated at 7/3, Burdwan Road, Calcutta, for the consideration of a sum of Rs. 1,50,000/- (Rupees One Lakh and Fifty thousand) only AND WHEREAS before the said transaction could be completed the said Sudhindra Nath Roy died intestate on the 3rd day of November 1976 leaving behind him, his widow Smt. Pratima Debi, two sons viz., Debdutt Roy and Siddhartha Roy and five daughters viz., Smt. Krishna Roy, Smt. Gopa Roy, Smt. Sujata Roy, Smt. Jasodhara Roy and Mrs Ratna Mukherjee as his heirs and legal representatives AND WHEREAS the Purchaser No 1 herein duly carried out her obligations under the said agreement and called upon the said Sudhindra Nath Roy and after his demise also called upon the said heirs and legal representatives of Sudhindra Nath Roy to complete the transaction by conveying the said unpartitioned half share of the property agreed to be sold to the Purchaser No 1 herein by the agreement dated 23.7.1975. But the said Sudhindra Nath Roy and after his demise his heirs and legal representatives failed to carry out their obligations under the said agreement ; AND WHEREAS the Purchaser No 1 herein filed a suit for Specific Performance of the agreement against the said heirs and legal representatives of the said Sudhindra Nath Roy; AND WHEREAS the said suit was filed in the First Court

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District Sub-Registres,

of the Subordinate Judge of South 24 Parganas at Alipore wherein the said suit was registered as Title Suit No 92 of 1978 and is still pending adjudication ; AND WHEREAS the Vendor herein agreed to file a petition in the said suit praying before the Learned Court for passing a decree in the suit in favour of the plaintiff against the defendants of the suit but without any costs ; AND WHEREAS during the pendency of the suit Debdutt Roy died intestate on the 27th day of February 1984 leaving behind him his mother Smt. Pratima Debi, his widow Mrs. Frimi Roy, a daughter Miss Lila Roy and a son Mr. David Roy as his heirs and legal representatives and the said heirs and legal representatives were duly brought on records of the aforesaid suit ; AND WHEREAS Mrs Ratna Mukherjee, one of the daughters of Sudhindra Nath Roy died intestate on the 11th day of February 1992 leaving behind her only daughter Miss Sarbani Mukherjee as her only heir and legal representative AND WHEREAS amongst the heirs and legal representatives of Sudhindra Nath Roy, the said Smt. Pratima Debi has 5/32 undivided share or interest in the said unpartitioned half share of the property situated at 7/3, Burdwan Road, Calcutta, AND WHEREAS the widow, son and daughter of Debdutt Roy jointly have 3/32rd undivided share or interest in the said unpartitioned half share of the said property situated at 7/3, Burdwan Road, Calcutta, AND WHEREAS Siddhartha Roy, Smt. Krishna Roy, Smt. Gopa Roy,

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THE RESERVE District Sub-Registras, South 24Smt. Sujata Roy and Smt. Jasodhara Roy have 1/8th undivided share or interest each in the said unpartitioned half share of the said property situated at 7/3, Burdwan Road, Calcutta, AND WHEREAS the remaining 1/8th undivided share or interest of Ratna Mukherjee in the said unpartitioned half share of the said property devolved on her daughter the said Sarbani Mukherjee ; AND WHEREAS considering the uncertainties involved in the litigation as also considering that a substantial time may further be required to get the disputes between the parties resolved through Court and considering further that the property intended to be sold is in occupation of the Purchaser No 1 herself, as a monthly tenant and considering that the said Purchaser No 1 has already purchased the half unpartitioned share of the property at 7/3, Burdwan Road, Calcutta previously belonging to Late Rabindra Nath Roy and with a view to avoid further delay, troubles and expenses, the Vendor at the intervention of friends and well-wishers agreed to sell his unpartitioned in the property to the Purchasers at and for a price of Rs. 4,00,000/-(Rupees Four Lakhs) only for the undivided interest of his share in the property free from all encumbrances, trusts, lispendens debuttar, attachments and other liabilities AND WHEREAS the said Vendors have filed a petition of Compromise in the pending suit for Specific Performance of the Contract AND WHEREAS the Purchasers agreed to purchase

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the undivided 1/8th share and interest of the Vendor herein at the aforesaid price free from all encumbrances and any liability upto the date of sale whatsoever but subject to the tenancy of the Purchaser No 1 and in as is where and how it is condition.

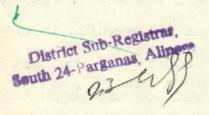
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 4,00,000/-(Rupees Four Lakhs) only paid to the Vendor by the Purchasers from out of their own separate funds before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and discharge the Purchasers and the said undivided interest of the Vendor in the said property that is to say the premises No 7/3, Burdwan Road, Calcutta, (hereby granted, sold, transferred assured and conveyed) the Vendor doth hereby grant convey transfer assign and assure unto the Purchasers free from all encumbrances and attachments whatsoever the said property being the moiety and or undivided 1/8th share or interest of the Vendor in the said property with the structures standing thereon Together with all the lands thereunto belonging and measuring about One Bigha One Cottah Eight Chittaks and Forty Square Feet more or less and particularly described in Schedule hereunder OR HOWSOEVER OTHERWISE the said property or any part thereof now are or

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where and not it is condition. deregion to any description of the said any of the dethe distribution of the property of the property of District Sub-Registras,

is or at any time heretofore were or was or is situated, butted and bounded called known numbered or distinguished TOGETHER WITH all erections yards court yards, northern, southern and eastern boundary walls, waters, water-courses, sewers, drains paths and passages and all manner of former and other rights liberties easements rights of light advantages and appurtenances whatsoever to or upon the said property or any part thereof belonging or any wise appurtenant to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto TOGETHER WITH all the benefits or covenants attached with or relating to the said premises No 7/3, Burdwan Road, Calcutta A N D the reversion or reversions remainder or remainders A N D the rents issues and profits of the said property and of and every part thereof A N D all the legal incidence thereof A N D also all the estate right title interest inheritence use possession of the property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property and every part thereof TOGETHER WITH all the Deeds, Pattahs Muniments, Writings and evidences of title which in any way exclusively relate to the said property or any part thereof which now are or heretofore were or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can

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or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD " the said property " and all and singular other the premises hereby granted and conveyed, transferred assigned assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever and free from all encumbrances and attachments A N D the Vendor doth hereby covenant with the Purchasers that (i) the Vendor is lawfully seized and possessed of through the tenant and otherwise well and sufficiently entitled to " the said property " and all and singular the other " the said property " hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof as the absolute owner thereof and that the same is free from all encumbrances attachments lispendens trusts debutter and/or any other liabilities whatsoever but subject to the existing tenancy AND THAT (ii) the Vendor now hath in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure " the said property " and the other the premises hereby granted sold transferred assigned assured or expressed or intended to so to be free from all encumbrances attachments trust lispendens, debuttar and/or other liabilities whatsoever in manner as aforesaid and (iii) that no portion of the said premises No 7/3, Burdwan Road in the town of Calcutta has been

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District Sub-Registras, South 24-Parganas,

acquired or requisitioned by the Government and/or any local and/or any public authority or authorities and that the said premises is not affected by any public demand of any kind whatsoever and (iv) that the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy " the said property " hereby granted sold conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance evictions interruptions disturbances claim and demand of and by the Vendor or any person lawfully or equitably claiming from under or in trust for the Vendor or the predecessor or predecessors in title and/or interests of the Vendor and that freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by and at the cost and expenses of the Vendor and also well and sufficiently saved defended kept harmless and indemnified by the Vendor from and against all and all manner of estates rights encumbrances liens lispendens and attachments whatsoever and that (v) the Vendor and all persons having lawfully claiming any estate right title interest property claim and demand whatsoever in to and upon " the said property " hereby granted sold conveyed assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do

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execute or cause to be done or executed all such acts deeds and things 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 be required.

THE SCHEDULE "A" ABOVE REFERRED TO :

all THAT undivided 1/8th share or interest in the unpartitioned half share in the two storeyed brick built / messuage tenament and dwelling house TOGETHER WITH the piece or parcel of revenue free land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of more or less One Bigha One Cottah Eight Chittaks and Forty Square Feet situate lying at and being premises No 7/3, Burdwan Road, (formerly portions of premises No 13 Baistavpara 2nd Lane, Premises No 10 Burdwan Road and premises No 14 Baistavpara 2nd Lane) within the Municipal Limits of the Calcutta Municipal Corporation Mouza Durgapur, Thana and Sub-registry Alipore, Parganas Magura in the District of South 24 Parganas and butted and bounded on that total built up area 3000 Sq. Feet;

North by premises No. 7/2 Burdwan Road,

On the East by the land formerly belonging to Maruful Huq,

On the South by the land formerly belonging to Ramnath

Chakraborty now to Amarendra Nath Chaudhury

and others;

son

District Sub-Registres, South 24- arganas,

On the West

By Road leading to the premises or however otherwise the same may be butted bounded called known numbered described or distinguished.

1/8th share and interest in the unpartitioned half share of the property situated at 7/3, Burdwan Road, Calcutta- 700027 is the subject matter of this D E E D.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE VENDOR AT CALCUTTA

IN THE PRESENCE OF :

Sidelharle Lo

SIGNATURE OF THE VENDOR

1. Samin Keerear Bog Advocate Acipano Jeedge Casent. 2. Harrie Hossai 7B, About Habintone

DRAFTED BY ME :

Balaram Gangul ADVOCATE.

G. Roychowdhury,
Alipore Judges Court,

Calcutta- 700027.

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RECEIVED from the within named Purchasers the within mentioned sum of Rs. 4,00,000/- (Rupees Four Lakhs) only being the Consideration money within mentioned expressed to have been paid by the Purchaser to the Vendor as per Memo below.

MEMO OF CONSIDERATION :

By Bankers payment order bearing No. 416065 dated 5. A. 1999 drawn on Indian Bonk Alipore Road Calcutter-700027

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WITNESSES :

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SIGNATURE OF THE VENDOR.

1. Samis Keecear Deep Advocate Alipone Jeedys Camp.

2. Haryer Hostaie. FB, Abdul Halim have Calcula - 7000 16

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