

B 16285

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Deal found

STAMP AFFIXED BY

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11/9/91

STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

Assessed at Rs. 15320
 and also under Section 22 of 1886
 Rs. 235 (W) MSPW + 34
 Total Rs. 15320 + 2600 = 17920
 Total Rs. 18000/-

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Rs. 18,000/-

Registrar V/SY (2) &
Assurances-Calcutta
21-9-91

P.M.

THIS INDENTURE made this 21st day of September
 hundred ninety One BETWEEN SMT. PURNIMA MALLICK Wife of Sri
 Khagendra Nath Mallick a Hindu Lady residing at No. 97A,
 Suren Sarkar Road, Calcutta, hereinafter called the VENDOR

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Presented for registration - 11/58 An
at the Calcutta Registration Office
on the 21st day of April 1959
Purnima Mallick

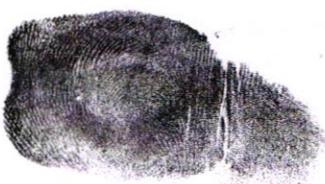


Case of the
Estate of

An order
21/9/59, 6498
Registrar General of
Assurances-Calcutta



Purnima Mallick, Purnima Mallick,
110 Khajurda Mohi
Mallik - of 97A
Suren Sanku Road
Calcutta Khajurda
Mohi Mallik to the
same firm
Cash.



21/9/59
Satya Praya Basu Khajurda Mohi Mallik,
Solicitor & Advocate
Calcutta.

Satya Priya Basu
Solicitor & Advocate
Calcutta

21/9/59
Registrar General (1) of
Assurances-Calcutta

(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs executors administrators agents and assigns) of the FIRST PART AND SRI KHAGENDRA NATH MALLICK a Hindu residing at No. 97A, Suren Sarkar Road, Calcutta, hereinafter called the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators agents and assigns) of the SECOND PART AND SRI DIPAK KUMAR BHAWSINGKA Son of Sri Gopi Krishna Bhowsingka a Hindu businessman residing at No. P-12, Kalakar Street, Calcutta, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, agents and assigns) of the THIRD PART. WHEREAS by a Bengali Sale Deed dated 16th August, 1975, registered as Deed No. 1653 for the year 1975, made between Smt. Sushila Kumari Devi therein called the Kabala Datri and the abovenamed Vendor therein called the Kabala Grahitri the said ^{Vendor} ~~Vendor~~ for the consideration therein mentioned absolutely purchased All That messuages, tenement, hereditament and premises (with the two storied building and revenue free land measuring 6 cottahs 10 chittacks 5 sq. ft. more or less whereon or on part whereof the same is erected) and being Premises No. 97A, Suren Sarkar Road, Calcutta, within the present Municipal Ward No. 33 in the town of Calcutta.

AND WHEREAS the entire consideration money for the said purchase of the said Premises No. 97A, Suren Sarkar Road, Calcutta, was paid by the said Vendor from her own personal resources and funds and no part of the consideration money paid by her was aided or contributed by any other person of her family.

AND. ...

AND WHEREAS the said Confirming Party being the husband of the said Vendor, has agreed to join in this indenture to confirm and record that the said Vendor is absolute owner of the said property without any claim right title or interest of anybody else and that the said Vendor is fully entitled to deal with and dispose of her said property being Premises No. 97A, Suren Sarkar Road, Calcutta, in her absolute decision.

AND WHEREAS the Vendor has become old and is not interested in keeping a property of the size of which the said Premises No. 97A, Suren Sarkar Road, Calcutta, is, and accordingly the said Vendor has decided to sell and transfer the same and to make other arrangements for her living.

AND WHEREAS the said Vendor has agreed to sell and the said Purchaser has agreed to purchase All That undivided 1/6th share and right title and interest for the said Premises No. 97A, Suren Sarkar Road, Calcutta and the Purchaser has agreed to purchase the said undivided 1/6th share in the said premises at or for the price of Rs. 1,30,000/- (Rupees one lac thirty thousand) only free from encumbrances.

AND WHEREAS the parties have agreed that the Vendor shall be entitled to deal with her remaining undivided share in one or more lots in such manner and for such consideration as the Vendor shall decide with the Purchaser shall not be entitled to raise any objection in that behalf.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of Rs. 1,30,000/- to the vendor paid by the Purchaser at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof

hereby ...

hereby acquit release and discharge the said Purchaser and the said undivided 1/6th share hereby transferred) SHE, the said Vendor doth hereby indefeasably and absolutely grant convey transfer sell assign and assure unto the said Purchaser All That undivided 1/6th share of the said Vendor in All Those messuages tenement hereditaments and premises being two storied building) TOGETHER WITH reveune free land containing an area of 6 cottahs 10 chittacks 6 sq. ft. more or less whereon or on part whereof the same are standing and erected and being Municipal Premises No. 97A, Suren Sarkar Road, Calcutta, within the Ward No. 33 of the Calcutta Municipal Corporation, TOGETHER WITH all structures outhouses yards, courts , areas, gardens, trees, fences, ways, sewers, liberties, privileges, easements, appurtenances, rights lights whatsoever thereunto belonging or held or occupied therewith AND all the estate right title interest claim and demand whatsoever of the Vendor in to upon or in respect of the said undivided 1/6th share in the said land hereditaments and premises and every part thereof and all legal incidents thereof and all deeds pattahs writings muniments and evidences of right title relating thereto or any part thereof, which now are or may hereafter be in the possession or custody of the said Vendor or any person or persons from whom the said Vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and every part thereof absolutely for ever as a transferee estate of inheritance or an estate analogous thereto free from all encumbrances claims demands liabilities attachments restrictions alignments requisitions and requisitions whatsoever.

The said Vendor doth hereby covenant with the said Purchaser as follows: -

- 1) Notwithstanding any act deed or thing by the Vendor alone the said Vendor has good right full power and absolute authority to grant convey
sell

sell transfer assign and assure the said undivided share in the said premises unto the said purchaser as aforesaid and that the said purchaser shall at all times hereafter peaceably and quietly possess and enjoy the same and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully claiming from under or in trust for the Vendor and that free from all encumbrances made or suffered by the Vendor and further ~~that~~ that the said Vendor shall and will at all times hereafter at the requests and costs of the purchaser do and execute and cause to be done and executed all such acts deeds and things whatsoever for further and more fully assuring the said undivided share in the land of the said premises unto the purchaser as shall be reasonably required.

The said Confirming Party doth hereby concur and confirm the sale of the undivided share in the Land of the said premises in the manner aforesaid in favour of the said purchaser.

THE SCHEDULE ABOVE REFERRED TO :

undivided 1/6th share of the Vendor in all that
ALL THOSE / messages, tenement, and hereditaments and premises (being two storied building) TOGETHER WITH revenue free land measuring 6 cottahs 10 chittacks 5 sq. ft., more or less being Municipal Premises No. 97A, Suren Sarkar Road, Calcutta , in ward No. 33, in Thanan Beliaghata Sub-Registry Office Sealdah Dihi Panchannagram, Division No. 3, Sub-Division 9 under Holding No. 28 TOGETHER WITH 12 ft wide common passage situated on the West and butted and bounded on the North by Premises No. 96/7, 96/6, 96/5, Suren Sarkar Road, Calcutta, and on the East by Premises No. 96/4, Suren Sarkar Road, and garden previously owned by Rekal Babu and on the South by Premises No. 97/B, Suren Sarkar Road, Calcutta, and on the West by 12 ft common passage and thereafter Premises No. 97/1, and 97/2, Suren Sarkar Road,

In

IN WITNESS WHEREOF the said Vendor and the said Confirming Parties have executed these Indenture and they set and subscribed their hands and seals the day month and year first abovewritten.

SIGNED SEALED AND DELIVERED by the *Purnima Mallik* said Vendor at Calcutta in the



presence of :
Satyā Priya Basu, solicitor & Advocate
Calcutta

Sudhu Kuma Kaha, Advocate
SIGNED SEALED AND DELIVERED by the *Khagen Dra Nath Mallik* said Confirming Party at Calcutta



in the presence of :
Satyā Priya Basu
Sudhu Kuma Kaha

Received of and from the within named purchaser the within mentioned sum of Rs. 1,30,000/- (Rupees one lac thirty thousand) only being the within mentioned consideration money as per memo below.

Memo of Consideration.

Purnima Mallik

- 1) By Pay Order No 010202 — dated 26.7.91 on Union Bank of India, Burra Bager Branch ~~on Bank in favour of~~ By pay order No. 011047 dated 26.7.91 ~~Vendor as part payment of consideration~~ on Punjab National Bank, 31, C.R. Avenue, Calcutta money as recorded in the agreement for sale. ~~in favour of the Vendor as part payment of Consideration~~ money as recorded in the agreement for sale. .. Rs. 71,000/-
 - 2) By pay order No. 010326 dated on 20-9-91 on Union Bank of India ~~Bank~~ in favour of the purchaser towards balance of the consideration money. .. Rs. 59,000/-
-
- (Rupees one lac thirty thousand only) .. Rs. 1,30,000/-

Purnima Mallik

Witnessed by :
Satyā Priya Basu
Sudhu Kuma Kaha

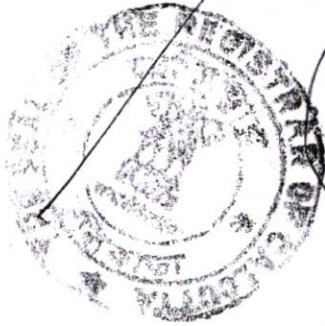
19/11

J. 13712

DATED THIS 21st DAY OF Sept. 1991

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~~1991~~

BETWEEN
SMT. PURNIMA MALLICK
AND
SRI DIPAK KUMAR BHAWSINGKA



Registrar U/S (1) of
Assurances-Calcutta

10-3-93

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CONVEYANCE.



Registrar U/S (1) of
Assurances-Calcutta

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B.M. Bagaria & Co.
Solicitor & Advocate
6, Old Post Office Street
Calcutta.