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STAMP AFFIXED BY

*14/9/91*  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE

*Deed Proved*

under the Indian Stamp Act, 1899  
as amended by the Indian Stamp  
Amendment Act, 1953, Schedule I  
No. 23, Sec. 4, 48(d) 24  
and also under Section 10 of the  
Stamp Act, 1899, and the  
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*Ch. B. S.*  
Registrar U/O (1) 2  
Assurances-Calcutta  
21-9-91

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THIS INDENTURE made this 21st day of September one thousand nine hundred ninety one BETWEEN SMT. PURNIMA MALLICK wife of Sri Khagendra Nath Mallick a hindu lady residing at No.97A, Suren Sarker Road Calcutta hereinafter called the "VENDOR" ( 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 A N D SRI KHAGENDRA NATH MALLICK a Hindu residing at No.97A, Suren Sarker Road Calcutta hereinafter called the

CONFIRMING ..

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*1530/1530*

Presented for registration... 11/55/51  
of the Calcutta Registration Office  
on the 21st day of Oct 1951



Purnima Mallick  
one of the contents  
Purnima Mallick

Purnima Mallick  
6498-  
Khagendran Mallick  
Mallick at 97A - Purnima Mallick  
Suran Sarker Road  
Calcutta  
Kalyan Mallick of the  
Dey's Block  
Dey's

Satyajit Basu 6499  
Satyajit Basu Khagendran Mallick  
Solicitor & Advocate  
Calcutta

Satyajit Basu  
Solicitor & Advocate  
Calcutta

Satyajit Basu  
11/55/51  
Registrar of Assurances, Calcutta

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"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 A N D Sri Manmohan Bhawsingka son of Sri Gopi Krishna Bhawsingka a Hindu businessman residing at No.P-12, Kalakar Street Calcutta herein- after 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 for the consideration therein mentioned absolutely purchased All That messuages tenement hereditaments 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 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

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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/- (Rupees one lac thirty thousand) only 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 acquit release and discharge the said purchaser and the said undivided 1/6th share hereby transferred) SHE the said vendor doth hereby indefeasibly 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 revenue free land containing an area of 6 cottahs 10 chittacks 5 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

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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 acquisitions 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 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 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.

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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 :

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*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 Thana 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 Rakal 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 WITNESS WHEREOF the said vendor and the said confirming party have executed these presents and they set and subscribed their hands and seals the day month and year first above written .

SIGNED SEALED AND DELIVERED by the said vendor at Calcutta in the

presence of :-

*Satyapriya Basu, Solicitor & Advocate  
Calcutta*

*Sudhin Kumar Kaha, Advocate*

SIGNED SEALED AND DELIVERED by the said confirming party at Calcutta

in the presence of :-

*Satyapriya Basu*

*Sudhin Kumar Kaha*

*Purnima Mallick*

*Khagen Saha Mallick*



6.

Received of and from 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 .

1) By pay order No. 011046 dated 26.7.91 on Punjab National Bank in favour of the vendor as part payment of the consideration money as recorded in the agreement for sale. .. Rs. ~~60,000/-~~ 71,000/-

2) By pay order No. 601596 dated 20.9.91 on The Catholic Syrian Bank Ltd, Burra Bazar Calcutta Bank in favour of the purchaser towards balance of the consideration money. .. Rs. 50,000/-

Total Rs. 1, 30, 000/-

(Rupees one lac thirty thousand only)

Purnima Mallik.

Witnessed by :-

Satyapriya Basu

Sudhakar Kumar Kalyan

