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SRI ARUN KUMAR CHAKRABORTY, son of Late Ranjit Kumar Chakraborty, by faith Hindu, by occupation Service, temporarily residing at 5/69B, C.P.T. Township, Haldia, Midnapore East and permanently residing at 5/81, Netaji Nagar, P.S. Jadavpur, Kolkata-700 040 District South 24-Parganas, hereinafter be referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators) legal representatives and assigns) of the OTHER PART:

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whereas the vendor being the first part of the Indenture purchased from one Khagendra Nath Naskar son of Late Sita Nath Naskar, of Bansdrani, measuring about 5 Cottahs of land lying and situated in District South 24-Parganas, P.S. Regent Park, Sub-Registry Office Alipore, Touzi No.151, J.L. No.45, Mou Bansdrani, Khatian No.705; Dag No.191, which was Registered at the office of the Sub-Registrar of Alipore on 18th August. 1958 vide Book No.1, Volume No.106, Pages 111 to 113, Being No.5601, for the year 1958, and thus became the absolute owner of the above mentioned land and constructed a two storied brick built

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building thereon. The property as aforesaid was mutated under now the K.M.C. as premises No.45, Rifle Club, Ambagan, Kolkata-700 070 being Assessee No.31-113-21-0045-0 of Ward No.113 and the vendor herein is seized and possessed of the said property without any interruption and disturbance from any body. The properties as aforesaid is more fully and particularly described in Schedule 'A' hereunder written and hereinafter be released to the said property.

AND WHEREAS due to some urgent financial problem, the vendor herein declared to sell 750 sft. area as per measurement of demarcated area of the ground floor at the southern Western portion of the building with seperate entrance of main road

1000Rs



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part of 45, Rifle Club, Ambagan, Kolkata-70 at or for a total consideration price of Rs.3,50,000/- only and knowing the intention of the Vendor the purchaser, herein with a view to purchasing the same, has proposed the vendor herein to sell the said property in his favour at or for the said price as fixed by the vendor and both the vendor and the purchaser have discussed between themselves regarding the terms and conditions and subsequently the purchaser has paid Es.50,000/- only as an advance on 11.2.2002 of an Agreement and to pay the

KINTUN MESSER CITATION

IORs.



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balance amount to the Vendor before this presents as per Memo of Consideration whitten hereunder after obtaining a loan from the Office of the purchaser by the name of the purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said sum of Rs.3,50,000/- only paid by the purchaser to the vendor, the receipt whereof the vendor doth hereby admit and acknowledge of and for the payment of the same and every part thereof, forever release, acquit, exonerate and discharge to the purchaser in respect of the said 750 sft. area at the ground floor at the Southern Western side at the premises No.45, Rifle Club, Calcutta-700 070 which has been constructed on the Schedule 'A' land of the vendor standing-

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thereon more fully and particularly described in the Schedule hereunder the vendor doth hereby grant, convey, sell, transfer, assign and assure absolutely UNTO the Purchaser ALL THAT the said 750 sft. area at the ground floor at the southern western side of 45 Rifle Club, Kolkata-70, standing thereon, more fully and particularly described in the Schedule 'B' hereunder TOGETHER WITH all easement rights, liberties, previleges, if any pertainin to the said property belong to the estate, right, title, interest claim and demand whatsoever to the Purchaser unto and upon the said property TO HAVE AND TO HOLD the same absolutely in the manner aforesaid free from all encumbrances, charges, claims, demands, whatsoever the property thus purchased by the purchaser and the purchaser shall have the right to sell, transfer, gift or dispose of the said schedule 'B' portion of the building standing thereon in any manner.

THAT THE Vendor DOTH hereby covenant with the Purchaser as follows :-

NOTWITHSTANDING anything hereto before done or suffered to the contrary, the VENDAR has good and absolute right, title and authority to drivey the said schedule 'B' property free from all encumbrances, charges, liens, lispendences, demands and claims whatsoever particularly described in the schedule hereunder written and all right privileges and appurtenances thereunto belonging and hereby sold, conveyed, and transferred and that the vendor has not done or knowingly suffered anything whereby the property may be encumbered effected or impeached in estate, title or otherwise.

THAT the vendor shall and will at all times indemnity and keep indemnified and keep harmless the purchaser against all claims, demands, whatsoever, in respect of the said property hereby sold or conveyed and make good x the purchaser of all losses, costs and expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title and interest in the said property and for getting the same right.

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and quietly hold, possess and enjoy the rents, issues and profits desirably from and out of the said property without any hindrances, interruption or disturbances from or by the vendor or any other person or persons claiming through or under entrust for the vendor and without any lawful let, hindrances and interruption or disturbances by any other person or persons whatsoever.

payable in respect of the said portion of lad with building standing thereon hereby sold have been fully paid by the Vendor and if any portion of such be found to have been remained unpaid for the period upto the date hereof, the same shall be decread to be the liability of the vendor and realisable from the Vendor. The purchaser shall mutate this portion in his name and shall pay taxes seperately and shall install seperate meter to pay electric consumption bill.

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THAT the Vendor shall at all times do and execute at the costs and expenses of the purchaser all such further acts, deeds, things and assurances as may be reasonably required by the purchaser for the better or further effecting and assuring the conveyance hereby sold and conveyed.

## SCHEDULE 'A' BEINGTOTAL PROPERTY

ALL THAT piece and parcel of Bastu land measuring about 5 Cottahs lying and situated at District South 24-Barganas, S.R. Alipore, P.S. Regent Park, Touzi No. 151, J. L. No. 45, Mouza Bansdroni, Khatian No. 705, Dag No. 191 with an old incomplete two storied building of 1958 standing thereon under CMC ward No. 113, Assessee No. 31-113-21-0045-0 being premises No. 45, Rifle Club, Ambagan, P.O. Bansdroni, Kolkata-70 which is butted and bounded by the following manner:

NORTH : Binod Kundu,

SOUTH : 6' wide passage;

EAST : Palan Naskar

WEST : 16' wide CMC Road.

## SCHEDULE 'B' (Property under this Deed of Purchase)

ALL THAT ground floor portion lying and situate at the South-Eastern side of the building which is seperated lying upon the Schedule 'A' property measuring about 750 sq.ft. consisting of the common of the seperated lying and the schedule 'A' property measuring about 750 sq.ft. consisting the seperated lying upon the Schedule 'A' property measuring about 750 sq.ft. consisting the seperated lying upon the Schedule 'A' undivided impartible proportionate share of land of Schedule 'A'

property and also open space only for sinking tube well along with common rights to use which is a part of this Deed and a plan with RED' attached herewith showing the portion of the building under this deed which is to be treated as a part of this Deed and the sold portion is butted and bounded by the -

NORTH : Part of Vendor's land

SOUTH : Vendor's rest land & 16'-0" Road.

EAST : Rest portion of Vendor

: Drawn & 6'-0" Road.

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

SIGNED SEALED AND DELIVERED by the Vendor at Calcutta in the presence of :

1. Gopal Paul. Asho Gossey Sal on

2. Arindon Cruha. Of me in the longards.

12/1 & John Mondal Road.

Condent Road.

## MEMO OF CONSIDERATION

Received on and from the withinnamed Purchaser the within mentioned sum of Rs.3,50,900/- (Rupees Three lakhs fifty thousand) only as the full consideration as per agreement in the following

manner:

1. By cash on 11.2.2002 2. By Bank Draft No. 355813 ... 5.02.

2. By cash on 6.5.2002

50,000.00

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2,50,000 .00

5, 60,000.QO Rs.

Total :

Rs. 3,50,000.00

(Rupees Three lakhs fifty thousand only)

WITNESSES :

SIGNATURE OF THE VENDOR

2. Drinden Cruta. 12/1 & Jahan Mondal Cronden Road, Kol-700038.

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PLAN SHOWING PORTION OF THE GROUND FLOOR OF THE DOUBLE STORIED RESIDENTIAL BUILDING AT PREMISES NO 45 RIFLE CLUB IN K.M.C. WARD NO. 113 BOROUGH - XI, P.S. REGENNT PARK, KOLKATA - 700070 DAG NO. 191 UNDER KHATIAN NO. 705 WITHIN MOUZA BANSDRONI

SOLD AREA SHOWN BY RED BORDER SOLD AREA = 750 SFT. APPROX.

VENDOR'S REST LAND

W.C.

BATH

MICHEN

REST PORTION OF THE BUILDING OF ANTROY AT 45 RIFLE CLUB

REST PORTION VENDOR

ROOM 12 X 1181

ROOM 12 X 118

4:0" WIDE VERANDAH

VENDOR'S REST LAND

VENDOR'S REST LAND

HNTRANCE

4.876 M. (16"0") WIDE ROAD

SUJIT RAY (LBSCMC)

P-17/1, HE SARKAR ROAD BANSDRONI: KOLKATA-700070

SIGNATURE OF VENDOR

CADBUILDINDIA