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hereinafter referred to as the <u>VENDORS</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns of the <u>ONE PART</u>.

- A N D -

MISS. ANIMA SENGUPTA daughter of Late Sushil Chandra Sengupta, by faith Hindu, by occupation retired service holder residing at Plot No. 53, Naktala, Government Contd

SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam's Construction'
& C.A. of SRI BAIDYANATH SENGUPTA

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2010



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Scheme- II, Calcutta- 700 047, hereinafter referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Vendors are the joint absolute owners of the piece and parcel of homestead land measuring 4 (four) Cottahs 8 (eight) Chittaks, be the

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SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam's Construction'
& C.A. of SRI BAIDYANATH SENGUPTA



No. 538 and 233 of Mouza Naktala, J.L. No. 32, Police Station Jadavpur, District South 24-Parganas and known and numbered as Scheme Plot No. 53, Naktala, Government Scheme-II and known and numbered as premises No. 255/62 Netaji Subhas Chandra Bose Road, Calcutta-700 047, Police Station Jadavpur, District South 24-Parganas under the Calcutta Municipal Corporation together with one single storied building erected thereon in the year of 1959 morefully described in the Schedule hereunder written and referred to as the said property together with all sorts of easement rights over common passages.

AND WHEREAS the Vendors became the joint absolute owners of the said property by virtue of an Indenture of Gift dated 6.03. 1990 executed and registered by the Deputy Refugee Rehabilitation Commissioner, Government of West Bengal for and on behalf of the Governor of the State of West Bengal in favour of the Vendors aforesaid which was duly registered at the Office of the Additional District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 11, Pages No. 25 to 28, Being No. 757 for the year 1990 subject to the terms and conditions as mentioned in the recitals of the said Deed of Gift that the donees shall have the entitlement to alienate or transfer the said land or property or any portion of it to any body after the

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period of 10 years from the date of execution of the said Indenture of Gift dated 06.03. 1990.

AND WHEREAS the Vendors after getting possession of the said land constructed a dwelling palace on a portion of the said land and enjoyed the same and thereafter let out the said residential house to the Purchaser as a monthly tenant and she has been possessing the same as such.

AND WHEREAS the Purchaser as a monthly tenant has been occupying the said land of an area of 4 Cottahs 8 Chittaks together with one single storied building standing thereon hereinafter referred to as the said property as a monthly tenant under the Vendors for a long time at a monthly rental of B. 300/-.

AND WHEREAS the Vendors intended to sell the said property and the Purchaser after coming to know the aforesaid intention of the Vendors have approached them for purchasing the said property.

AND WHEREAS the Vendors considering the facts that the Purchaser is in occupation of the said property as monthly tenant for a long time as aforesaid have agreed to sell the entire land measuring 4 Cottahas 8 Chittaks together with oneusingle storied building standing thereon property to the Purchaser for total price of No. 4,99,000/- (Rupees four lakhs ninety nine - thousand) only.

Josir Charles Dry

SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam & Construction'
& C.A. of SRI BAIDYANATH SENGUPTA

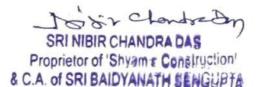
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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of &. 4,99,000/- (Rupees four lakhs ninety nine thousand) only being the lawful money of the Union of India, truly paid by the Purchaser to the Vendors as per Memo of Consideration below at or before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge and of and from the same and every part thereof hereby acquite, release, discharge and for ever exoberate the Purchaser the aforesaid entire property hereby conveyed). The Vendor doth by these presents indefeasibly grant, convey, sell, assign and transfer ALL THAT 4 Cottahs 8 Chittaks of land together with single storied building standing thereon situated and lying at Plot No. 53, part of C.S. Plot No. 538, and 233 of Mouza Naktala, J.L. No. 32, Police Station Jadavpur, District 24-Parganas (South) which is morefully or Particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said messuage property and tenament hereditaments and premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all yards, paths, passages, previlages and all rights, liberties, easements, profits appendages appurtenances whatsoever to the said hereditaments and the said property belonging to or in anywise appertaining to or with the said premises or any part thereof now or at any time heretofore usually held used occupied enjoyed

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deemed taken or known as part and parcel of member thereof or appertenant thereto TOGETHER WITH full and free rights. and liberties of way at all times and the estate rights, title and interest inheritance used trust possession profits claims and demand whatsoever both at law in equity of the Vendors into and upon the aforementioned messuage land and one storied building hereditaments and premises or any part thereof and all deeds and pattahs muniments writings and evidence of title as stated herein which anywise relate to or concerning that aforementioned messuage property hereditaments and premises or amy part thereof and which now are in the custody power from whom he dan or maypprocure the same without any action or suit TO HAVE AND TO HOLD the abovementioned property hereditament and premises hereby granted transferred conveyed assigned and assured or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and forever AND the Vendors doth hereby covenant with the Purchaser that NOTWITHSTANDING any act or thing by the Vendors done omitted or executed or knowingly suffered to the contrary the Vendors now have good full power and absolute authority to grant transfer convey and assign the aforementioned messuage tenaments hereditaments and premises described in the Schedule hereto and other premises hereby transferred or expressed or intended so to be unto andto the use of of the Purchaser in the manner aforesaid and that the Purchaser shall or may at all time hereafter peaceably and quietly possess and enjoy the aforementioned messuage



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tenament hereditaments and premises hereby transferred and conveyed without any lawful eviction interruption claim or demand whatsoever from or by the Vendors any person or persons lawfully and equitably claiming from under or in trust for him and that free from all encumbrances or attachments whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

The Purchaser doth hereby covenant with the vendors that she is fully satisfied with the title of the Vendors to the said property hereby transferred and shall not raise hereafter any dispute whatsoever in respect of the same.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece or parcel of land measuring 4(four)

Cottahs 8peight) Chittaks more or less of homestead land in

Plot No. 53, in C.S. Plot No. 538(P) and 233(P) in Khatian

No. Nil of Mouza Naktala, J.L. No. 32, Police Station Jadavpur

in the District of South 24-Parganas S.R.O. Alipore D.R.O.

Alipore known and numbered as Scheme Plot No. 53, Naktala

Government Scheme -II and known and numbered as premises No.

255/62, Neyaji Subhas Chandra Bose Road, Calcutta-700 047

together with single storied building consisting of 3 bed

rooms, I kitchen, I bath room standing thereon aggregating

to 700 (seven hundred) square feet covered together with all

sorts of easement rights over the common passage which is

butted and bounded on the following manner i.e. to say:-

ON THE NORTH BY : S. Plot No. 54

ON THE SOUTH BY : S. Plot No. 52.

SRI NIBIR CHANDRA DAS
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& C.A. of SRI BAIDYANATH SENGUPTA

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ON THE EAST BY

Scheme Road,

ON THE WEST BY

Scheme Boundary.

The said land and building are now situated within Ward No. 100 of the Calcutta Municipal Corporation and known and numbered as premises No. 255/62, Netaji Subhas Chandra Bose Road, Calcutta- 700 047 and the postal address being No. 2/53, Naktala, Calcutta- 700 047.

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

SIGNED, SEALED AND DELIVERED

in presence of

Witnesses :

1. Bhaskar Chahrabory 1/14, Basha Apadount Borry, Jamehagan. Bixar.

2. Tarun kanti Mucherjie Utayrajpur, Noru 29 Perganas. Constituted Power of Attorney of Ratich Kunar Mokkopachyay.
Ragino: 120/2000 at Pune.

Growni Chalverburty.

SIGNATURE OF THE VENDORS

Drafted by,

ASOK Knumber Bandhabers and

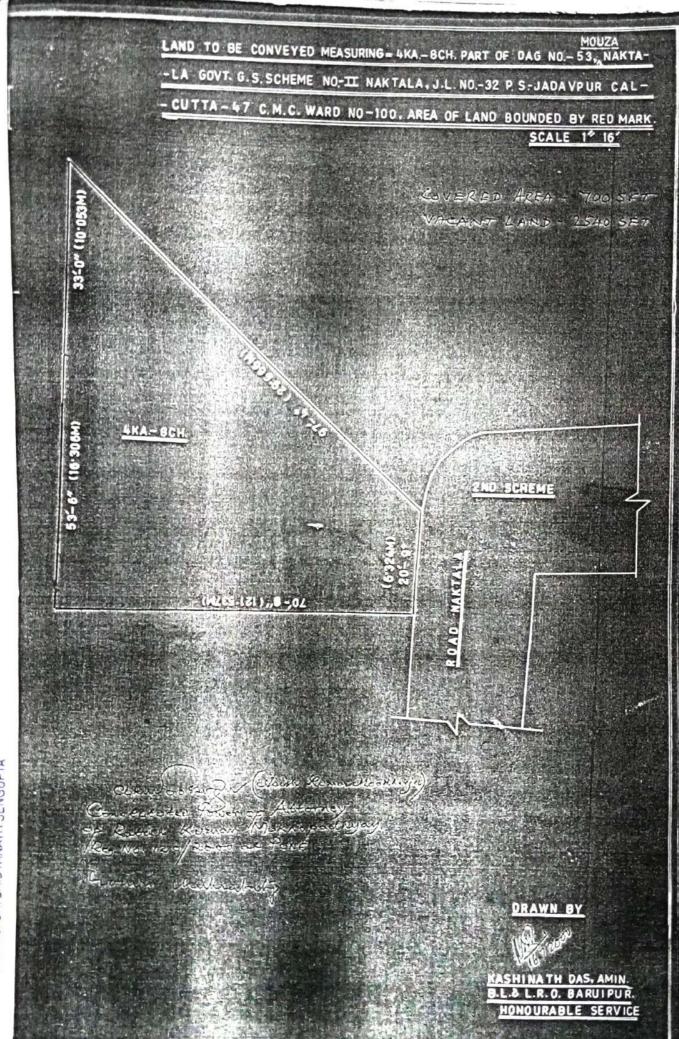
Advocate

Typed by

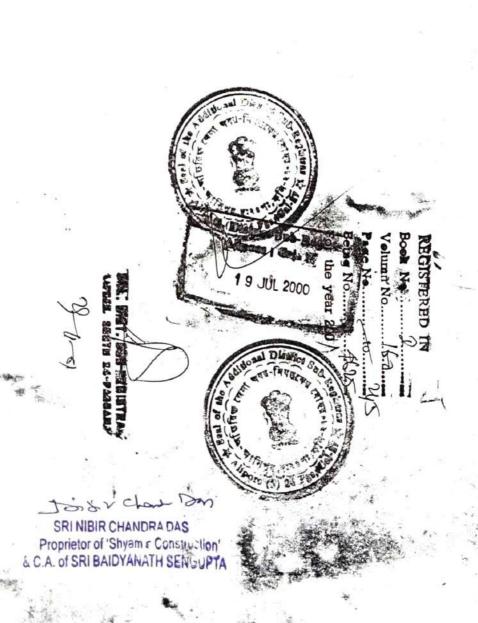
(Banikumar Roy)
10, Old Post Office Street,
Calcutta- 700 001.

SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam's Construction'

& C.A. of SRI BAIDYANATH SENGUPTA



SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam's Construction'
& C. A. of SRI BAIDYANATH SENGUPTA



RECEIVED from the within named Purchaser
the withinmentioned sum of &. 4,99,000/- (Rupees four lakhsninety nine thousand) only as per memo below.

MEMO OF CONSIDERATION

By Bank draft No 206417 dtd 18.7.2000

Arawnon, to Ratish Kumar Mukhopadnyay Ro 2,50,000=00

By Bank draft No ZOB416 atd 18.7.2000 drawn on, to smt. Couri Chakralorry at Jamshedpur

Ro 2,49,000 -00

Total B.

4,99,000-00

Rupees four lakhs ninety nine thousand only.

witnesses :-

1. Bhaskar Chakraborly 4/14, Basua Apontmeth Sontry. Jamshelpur. Bihan.

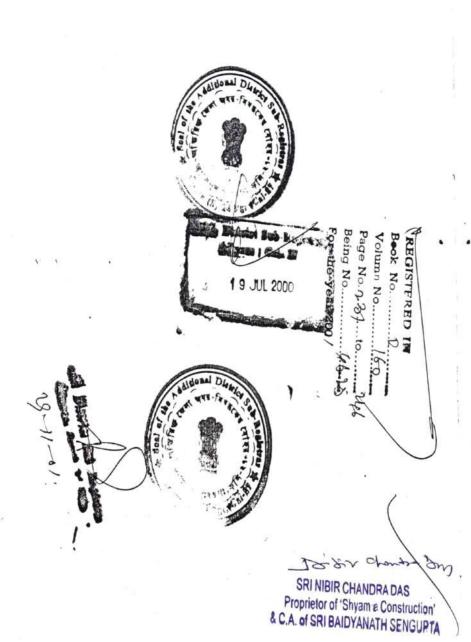
2. Torum Kout Mucherjie udayrajpur, North 29 Parganas. Constituted Authority Power of Atterney of Ration Kuman Munkagandaya Reg no: 120/2000 at Pune.

Crown Chabrabarty.

SIGNATURE OF THE VENDORS

15/8 chal 3m

SRI NIBIR CHANDRA DAS
Proprietor of 'Shyam's Construction'
& C.A. of SRI BAIDYANATH SENGUPTA



DATED THIS 18th DAY OF JULY

000

BETWEEN

SKI RATISH KUMAR MUKHO PADHYAY ANR,

. Vendors

AND

MISS. ANIMA SENGUPTA

. Purch as



CONVEYANCE



Mr. ASOK KUMMR BANDYDPADHYAY
Advocate.

