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CALCUTA COLLECTORATE

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7.9.87

THIS INDENTURE made this - H day of Sephenbur One thousand nine hundred eighty-one BETWEEN SRIMATI ALOKA RANI MITRA, wife of Tapan Kumar Mitra residing at No.34, Shampukur Street in the town of Calcutta by caste Hindu by occupation Grihasthali hereinafter called "the VENDOR" (which term or expression shall unless excluded by or repugnant to the context mean and include her heirs executors administrators and representatives) of the ONE PART AND ALOKE KUMAR DUTTA, son of Dr. Smriti Dutta residing at 43, Lenin Sarani in the town of Calcutta by caste Hindu by occupation Business Director hereinafter called "the PURCHASER" (which term or expression shall unless excluded by or repugnant to the context mean and include his heirs executors administrators representatives and assigns) of the OTHER PART.

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that brick built structures with tiled roof together with the piece or

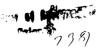
parcel

percel of partly Rayati Mokerari and partly Rayati Sthitiban land in permanent transferable heritable right and on part whereof the same are erected and built including the tank or pond therein containing by estimation an area of 1 Bigha 13 Cottahs 1 Chittack and 8 Sq.ft. more or less situate and lying in the District of 24 Parganas Police Station and Sub-Registration Office Barasat Touzi No.146 J.L.No.45 Mouza Doharia Khatian No.237 C.S. Dag No.716 (portion) and 718 now recorded in Holding under Khatian No. 839 Jamabandi (Karcha) No.618 C.S. 716 and 718 and fully described in the Schedule hereunder written and deline ated in the map or plan herein annexed and enclosed with red border (hereinafter called "the said Premises") AND WHEREAS the Vendor has let out the said premises except the said tank or pond AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him all that brick built structures with tiled roof including the tank or pond therein (which has been agreed to be used as tenk or pond end not otherwise) and the inheritence thereof in fee simple in possession free from encumbrances and easements containing by estimation an area of 1 Bigha 13 Cottahs 1 Chittack and 8 Sq.ft. and fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and enclosed with red border together with the right to use the 7'6" (seven feet six inches) wide common passage leading from the Jessore Road, Calcutta and running towards west and coloured red in the map or plan hereto annexed and also with the exclusive right to use the 18' feet and 16' feet wide private passages lying on the east and south respectively of the said tank or pond and coloured green and veldow respectively in the map

or plan hereto annexed for the sum of Rs.46,000/- (Rupees forty-six thousand) only. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs. 10,001/-(Rupees ten thousand and one) only paid by the Purchaser to the Vendor as an earnest money and in part payment of the said agreed price as aforesaid and in consideration of a further sum of --Rs. 35, 999/- (Rupees thirty-five thousand nine hundred and ninetynine) only of the lawful money of the Union of India in hand and truly paid by the Purchaser to the Vendor at or before the execution of these presents making together the whole of the purchase money of Rs. 46,000/- (Rupees forty-six thousand) only (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby release and for ever discharge the said Purchaser as also the said premises hereby intended to be conveyed) the said Vendor doth hereby indefeasibly grant transfer convey and assign unto the Purchaser free from all encumbrances and liabilities whatsoever ALL THAT the brick built structures with tiled roof including the tank or pond therein together with the piece or parcel of partly Rayati Mokarari and partly Rayati Sthitiban land in permanent heritable right and on part whereof the same are erected and built containing by estimation an area of 1 Bighe 13 Cottahs 1 Chittack and 8 Sq.ft. and lying in the District of 24 Pargenas Police Station and Sub-Registration Office Barasat Touzi No. 146 J.L. No. 45 Mouza Doharia Khatian No.237 comprised in C.S.Dag Nos.716 and 718 now recorded in Holding under Khatian No.839 Jamabandi (Karcha) No.618 C.S.716 and 718 and fully described in the Schedule he reunder written and

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delineated in the map or plan hereto annexed and therein enclosed in red border (hereinafter for the sake of brevity referred to as "the said premises") together with the full right liberty to have the right of way with or without horses, carts and carriages over the 7'6" (seven feet six inches) wide common passage coloured red and the 18' (eighteen feet) and 16' (sixteen feet) wide private passages coloured green and yellow respectively in the map or plan hereto annexed and exclusively belonging to the Purchaser to erect thereon pole for overhead electric and telephone cables, water pipes, drain pipes in the said 7'6" (seven feet six inches) wide common passage and 18' (eighteen feet) and 16' (sixteen feet) wide private passages and to all other privileges which the said Vendor has over the said 7'6" wide common passage and 18' feet and 16' feet wide private passages to the use of the said Purchaser OR HOWSOEVER OTHERWISE the said messuage tenement land hereditament and premises or any pert thereof now are or is or hereto before were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHER WITH all and singular the fittings fixtures structures outhouses edifices buildings walls yards compounds way path pesseges water -courses tanks trees shrubs advantages or ancient or other lights easements commodities appendages and appurtenances whatsoever to the said hereditament and premises belonging to or in anywise appertaining thereto or known as part parcel or member thereof and the reversion and reversions remainder and remainders yearly monthly and other rents issues and profits thereof (hereinafter for the sake of ho brevety referred to as "the said Premises") AND ALLthe .. estate



estate right title claim interest and demand whatsoever of the said Vendor of in to upon and out of the said messuage tenement land hereditament and premises AND ALSO all deeds pottahs and evidences of title writings and muniments whatsoever relating to or concerning the same TO HAVE AND TO HOLD the same unto and to the use and behelf of the Purchaser absolutely and for ever AND the Vendor doth for herself covenant and agree to end with the said Purchaser THAT NOTWITHSTANDING any act deed matteror thing by the Vendor mede done committed or knowingly permitted or suffered to the contrary the Vendor now hath in herself good right and lawful and absolute authority by these presents to grant convey transfer and assure the said messuage tenement land hereditement and premises unto and to the use of the Purchaser in menner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably hold and enjoy the said hereditament and premises and receive the rents issues and profits thereof without any interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming through or in trust for her the Vendor AND that free and clear and clearly and absolutely acquitted exone rated and discharged from or by the Vendor and well and effectually saved defended kept harmless and indemnified of from and aginat all and all menner of former and other estates rights titles liens charges and encumbrances whatsoever created made done occasioned or suffered by the Vendor or any person or persons rightfully claiming or to claim through under or in trust for her AND FURTHER that they the Vendor and all other person or persons having or claiming any estate right title interest use trust property claim or demand whatsoever of in to upon or out of the said hereditament and premises from through under or in trust for them or any one of them shell and will from time to time end at all times hereafter upon

upon every reasonable request and at the costs and expenses of the Purchaser done executed and perfected all such further and other assurances acts deeds and things whatsoever for further and more perfectly conveying assuring or confirming the said hereditament and premises unto and to the use of the Purchaser for ever in manner aforesaid as by the Purchaser may be reasonably required AND the Vendor doth hereby agree and undertake to indemnify and keep indemnified the Purchaser and his estate and effects against all losses and damages which the Purchaser may suffer by reason of any defect in the Vendor's title of and in the said premises hereby intended to be conveyed or by reason of any encumbrances affecting the said premises AND it is lastly agreed upon by and between the parties hereto that the Furchaser shall at his own costs evict the tenants and the persons who are now in wrongful occupation of a portion of the land and building hereby conveyed and the Vendor shall give him all necessary assistance for evicting the said tenents and/or occupiers.

## THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the brick built structures with tiled roof together with the piece or parcel of partly Mokarari and partly Rayati Sthitiban land in permanent transferable heritable rights thereunto belonging and on part whereof the same have been erected and built including the tank or pond therein and containing by estimation ONE BIGHA THIRTEEN COTTAHS ONE CHITTACK AND EIGHT SQUARE FEET be the same a

little more or less and comprised in Touzi No. 146 J.L.No.45 -Mouza Doharia Village Madhyamgram Police Station and SubRegistration Office Barasat in the District of 24 Parganas and
consisting of the following cadestral plots:-

Cadestral Survey Plot No.718 and portion of Cadestral Survey Plot No.716 under Khatian No.237 now recorded in the present settlement as cadestral survey plots Nos.716 and 718 Jamabandi (Karcha) No.618 Khatian No.839.

The said pieces or parcels of land hereditament and premises including the tank or pond therein are delineated in the map or plan here to annexed and enclosed with red border and butted and bounded in the manner following, that is to say, on the NORTH, partly by Dag No.717 and partly by 16' (Sixteen feet) wide -- private passage and beyond that the land of Associated Porcelain Ltd., on the EAST, by the land of Promode Ranjan Sirkar let out to Messrs. Burmah Shell and Oil Distributing Co.(India) Ltd., on the WEST, by the land of Associated Porcelain Private Ltd., and on the SOUTH, partly by 16' (sixteen feet) wide private passage and partly by the land of Charu Chandra Sarkar.

IN WITNESS WHEREOF the Vendor hereto hath set and subscribed her hand and seal the day month and year first above written.

by the withinnamed Vendor at Alaka Rami Milza Calcutta in the presence of:

Ligard hitten Advorate

Japan kunar pillra 348hampsher Street



RECEIVED the day month and year first above written of and from the within-named Purchaser the sum of Rupees Forty-six Thousand only being the consideration money payable by him to me under these presents.

Rs.46,000/-only

## MEMO OF CONSIDERATION.

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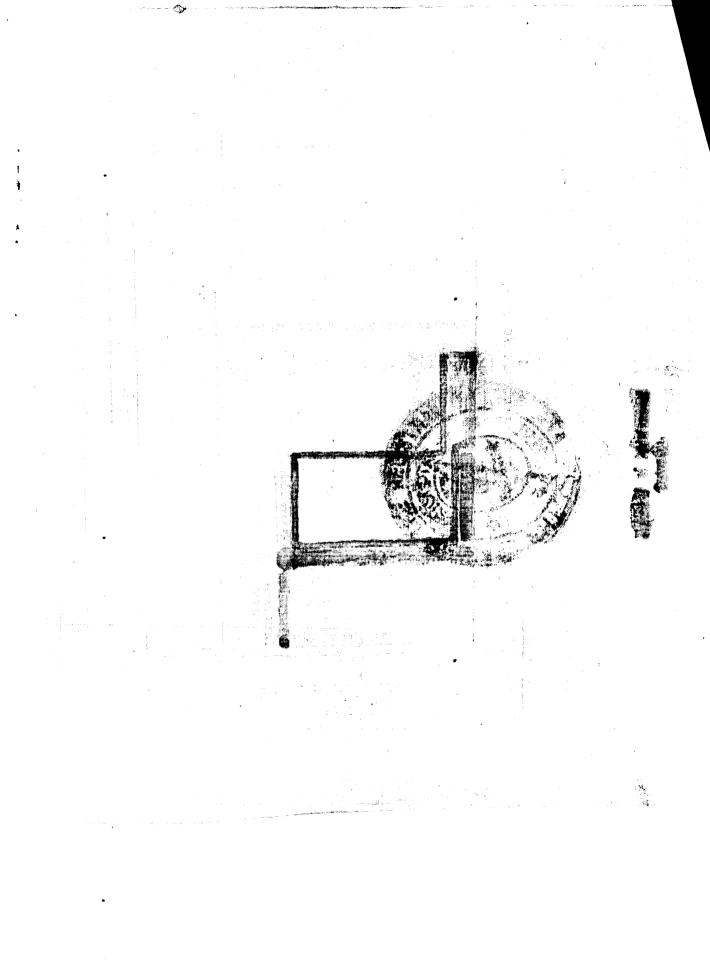
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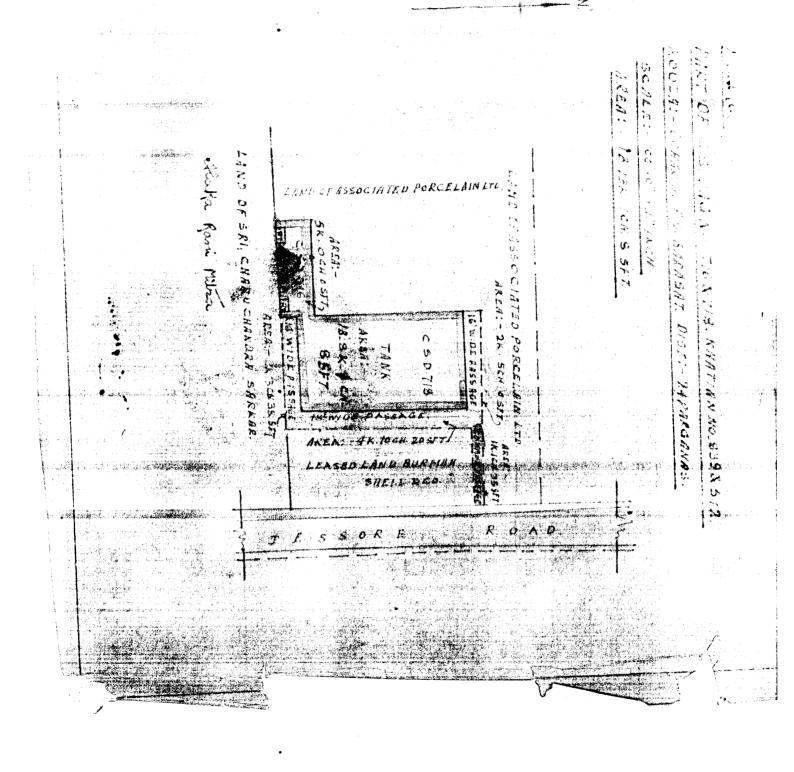
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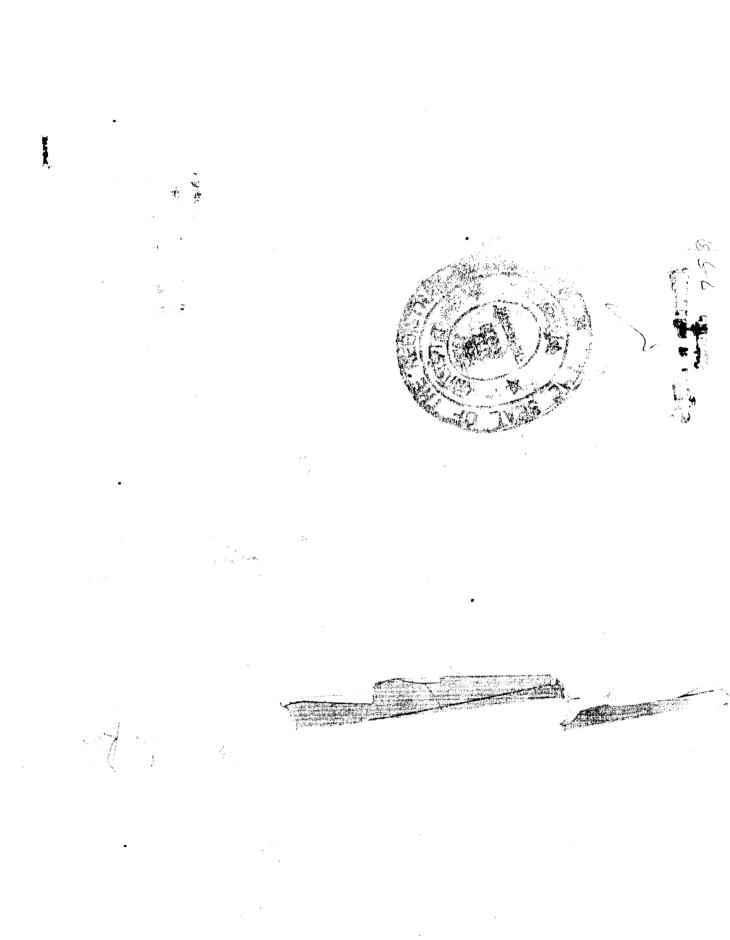
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DATED THE 7th DAY OF SEPTEMBER 1981

FROM
Sm. ALOKA RANI MITRA
TO
SRI ALOKE KUMAR DUTTA

CONVEYANCE

7 9 8

P. N. MITTER & CO.
ADVOCATES

1B, OLD POST OFFICE STREET
CALCUTTA