1544 VOL-64 111 00975

RUPEES 25000 RUPEES 25000

RUPEES 25000 RUPEES 25000

DD 047095

17/2/03 THIS INDENTURE OF CONVEYANCE made on this the 14th day of March of the year Two thousand one BETWEEN SMT. SANDHYA BANERJEE, wife of Sri Gautam Banerjee by faith Hindu, by occupation business residing at 16-B, Kabi Bharati Sarani (previously known as Lake Road), Police Station Tollygunge, Calcutta - 700029 hereinafter called the "VENDOR" (which expression unless excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, representatives and assigns) of the FIRST PART AND SRI BISWANATH BHATTACHARJEE son of Late Girindra Bhusan Bhattacharjee

Contd.....p/2.

Deficit Regn. Fees.
Rs. 5852 realised
as per M.R. No.
Dt. 17/2/03

ASSI. Dist. Sub-Registrar
Alipore South 24-Parganas
17/2/03

ASSI. Dist. Sub-Registrar
Alipore South 24-Parganas

BASIL ENGINEERS KOLKATA

112

Sl. No. 3338

Sold to Biswanath Bhattacherjee

of 2 Behala Parkwest

Cal-26

Calcutta Collectorate,
Treasury

8/3/2001

Treasury

Presented for Registration at 1-10 P.M. on the 16th day of March 2001 at the Additional Office at Alipore

by Sandhya Banerjee

Claim

Attorney

authority

Registrar of

(1) Sandhya Banerjee
wife of Sujoy Banerjee
of 16-B Kali Bhavali
Sarani Kronnagar Lake Road
Hindu
(2) Biswanath Bhattacherjee
S/o Lt. Gurendra Bhusan
Bhattacherjee
of No. 2 Deshbandhu Park
P.S. Ballygunge
Cal-26 Hindu Retired
Serviceholder

Sandhya Banerjee

1770

Sandhya Banerjee

1770

Biswanath Bhattacherjee

Bijon Kumar Bhattacherjee
Advocate, High Court
Calcutta

Bijan Kumar
Son/Wife of Bhattacherjee
at Advocate
High Court
Calcutta
Th. no.
Date
By Caste - Hindu / Muslim
Profession

16 MAR 2001

16 MAR 2001

INDIA NON JUDICIAL

१000 रु.

Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

by faith Hindu, by occupation retired service holder residing at 2, Deshapriya Park West, Police Station Tollygunge, Calcutta - 700026 hereinafter called the "PURCHASER" (which expression unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS one Smt. Sikhar Basini Devi wife of Late Keshab Chandra Bandopadhyay of 16, Lake Road, Police Station Tollygunge, Calcutta - 700029 was seized

Contd....p/3.

BASIL ENGINEERING KOLKATA

Sl. No 33388

Sold to Biswanath Bhattacharyya

of 2 Lake Temple Park East

Calcutta

Collector of the District

Treasury

Date 8/3/2001

Treasurer.

1	25000/-
3	3000/-
1	50/-
1	10/-
	28060/-

115

1000RS.

INDIA NON JUDICIAL

१000रु.

Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

and possessed of as the absolute owner of her property lying and situate at 16B, Lake Road, now known as 16B, Kabi Bharati Sarani, Police Station Tollygunge, Calcutta - 700029, District 24-South Parganas fully described in the Schedule "A" herein below along with her other properties. The said Smt. Sikhar Basini Devi, a Hindu died leaving her 4 (four) daughters, including Smt. Santi Rani Devi alias Santi Chatterjee wife of Sri Sourendra Mohon Chatterjee resident of 9B, Banerjee Para Road,

Contd.....p/4.

BASIL ENGINEERS KOLKATA

116

Sl. No 33395

Sold to Biswanath Bhattacharyya

of 2 Deshbandhu Park West

Calcutta

Calcutta Collectorate,
Treasury

Date 8/3/2001

Treasurer.

1	25.00
3	3.00
1	50
1	20
	28.70

117

1000Rs.

INDIA NON JUDICIAL

१000रु.

Rs 1000

भारत

एक हजार रुपये ONE THOUSAND RUPEES

Police Station Behala, Calcutta - 700060 after executing her Will duly registered in Book No. III, Volume No. 9, Pages 87 to 93, Being No. 137 for the year 1966 in the office of the Sub-Registrar at Alipore, District South 24-Parganas. A Probate of the said registered Will of Late Sikhar Basini Devi was duly granted to Sri Nripendra Nath Mukherjee, an Executor in Act XXXIX Case No. 54 of 1977 by the Learned District Delegate, Alipore, South 24-Parganas on 31.03.1978.

BASIL ENGINEERS KOLKATA

Contd.....p/5.

110

Sl. No 33328

Sold to Biswanath Bhattacharyya

of 2 Deshbandhu Park West

Cal-26

Calcutta Collectorate,
Treasury

Date 8/3/2001

Treasurer.

1	25
3	3
1	5
1	10
	2800

119

50 Rs.

पचास रुपये

सत्यमेव जयते

भारत

INDIA

५०रु.

50RS

FIFTY RUPEES

AND WHEREAS by dint of the above-mentioned duly Probated Will the said Smt. Sikhar Basini Devi, since deceased, bequeathed her property at the premises no. 16B, Lake Road now known as 16B, Kabi Bharati Sarani, P.S. Tollygunge, Calcutta - 700029 consisting of Land measuring 2 (Two) Cottahs 5 (five) Chittaks together with a two storied Old Building Constructed in 1945 on a part or portion thereof along with 3 (three) Chittaks 44 (forty-four) Square feet of land consisting of 4' feet wide common passage lying and situated on the Western side of the said old building at 16B, Lake Road, now known as 16B, Kabi

BASIL ENGINEERS KOLKATA

Contd.....p/6.

Sl. No ...333 Bha...

Sold to ...Biswanath Mukhopadhyay

of ...2 Deshapriya Park West

Calcutta

Calcutta Collectorate,
Treasury

Date 8/3/2001

Treasurer.

1	20 00
3	3 00
1	5
1	5
	28 00

121

10 Rs.

Bharati Sarani, Calcutta - 700029 as fully described in the Schedule 'A' hereunder written to her daughter Smt. Santi Rani Devi alias Santi Chatterjee as its absolute owner forever.

AND WHEREAS the said Smt. Santi Rani Devi alias Santi Chatterjee thus being lawfully seized and possessed of and being otherwise well and aufficiently entitled to the property at the Premises No. 16B, Lake Road now known as 16B, Kabi Bharati Sarani, P.S. Tollygunge, Calcutta - 700029 as fully described in the Schedule 'A' hereunder-written hereinafter referred to as the "Said Property" as its absolute owner duly sold, transferred and conveyed

Contd.....p/

BASIL ENGINEERS KOLKATA

Sl. No. 3339

Sold to [illegible]

of [illegible]

Calcutta Collectorate,
Treasury

Date 8/3/2001.

Treasurer.

1.—	25.00
3.—	3.00
1.—	.50
1.—	.80
	28.80

Additional District Sub-Registrar
24 Pgs.

08 MAR 2001

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the said Property free from all encumbrances to SMT. SANDHYA BANERJEE, wife of Sri Gautam Banerjee, the VENDOR herein residing at 16B, Kabi Bharati Sarani formerly Lake Road, Calcutta, Police Station Tollygunge, Calcutta - 700029 previously resident of 39, Prince Rahimuddin Lane, Police Station Tollygunge, Calcutta - 700033 under a Deed of Sale Dt. 12.03.1992 duly executed and registered in Book No. I, Volume No. 20, Pages 69 to 82, Being No. 804 for the year 1992 in the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas for a valuable consideration mentioned therein.

AND WHEREAS SMT. SANDHYA BANERJEE, the VENDOR herein thus become lawfully seized and possessed of and is otherwise well and sufficiently entitled to as the absolute owner of the entire property comprising of land measuring 2 (Two) Cottahs 5 (five) Chittaks with a two storied very old now delapidated building constructed in the year 1945 on part/portion of the said land along with 3 (Three) Chittaks 44 (Forty-four) square feet of land being the 4' feet wide Common Passage lying and situate on the Western side of the

Contd.....p/8

BASIL ENGINEERS KOLKATA

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said old building in the Premises No. 16B, Kabi Bharati Sarani presently known as 16B, Lake Road, Police Station Tollygunge, Calcutta - 700029 fully described in the Schedule 'A' hereunder-written which includes the Flat on the Ground Floor on the Southern side in the said Premises No. 16B, Kabi Bharati Sarani, formerly Lake Road, P.S. Tollygunge, Calcutta - 700029 consisting of 3 (Three) Rooms, One covered Verandah and 2 (Two) Toilets measuring approximately 1000 Square feet and two sheds with asbestos roof, one used as Kitchen and the other as servant room and the open Court yard and back space on the South with exclusive right to use the same as fully described in the Schedule 'B' hereunder written and hereinafter referred to as the 'said Flat'.

AND WHEREAS the VENDOR herein mortgaged the said Property including the said Flat on the Ground Floor at the said Premises No. 16B, Kabi Bharati Sarani, P.S. Tollygunge, Calcutta - 700029 as fully described in the Schedule 'A' and Schedule 'B' hereunder-written with M/S. Housing Development Finance Corporation Ltd. (H.D.F.C. Ltd.) as Security for availing home loan under Loan A/c. No. 419129 as per Loan Agreement Dated, 13th December, 1999.

Contd.....p/9.

BASIL ENGINEERS KOLKATA

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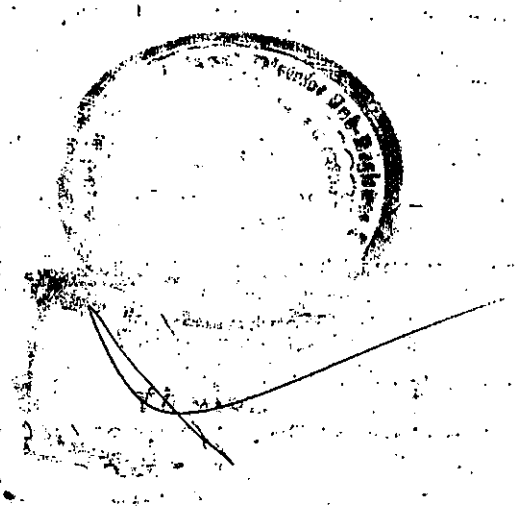
AND WHEREAS the VENDOR being in requirement of money to liquidate her above-mentioned loan to HDFC Ltd., and for her other personal purposes decided and offered to Sale/transfer the old delapidated Ground floor Flat with tenant lying on the Southern Side along with right of user of the 4 ft. wide common passage on the Western side at the Premises No. 16B, Kabi Bharati Sarani, formerly Lake Road, P.S. Tollygunge, Calcutta-700029 as fully described in the Schedule 'B' hereunder-written at the highest available market price which the PURCHASER herein come to know. Thus on 23.02.2001 the VENDOR herein verbally agreed to Sale and the PURCHASER herein verbally agreed to purchase the said old delapidated Ground Floor Flat with tenant lying and situate on the Southern side along with the proportionate undivided share of the land underneath and ~~with the 4' ft. wide common~~ easement and user rights on/in/over passage on the Western side all lying and situate at the Premises No.16B, Kabi Bharati Sarani, formerly Lake Road, P.S. Tollygunge, Calcutta - 700029 as fully described in the Schedule 'B' hereunder written free from all encumbrances including release of the mortgage/charges from the Housing Developme: Finance Corporation Ltd., at or for the highest available market price of Rs. 4,00,000/= (Rupees Four lakhs) only.

Sandhya Banerjee

BASIL ENGINEERS KOLKATA

Contd.....p/10.



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AND WHEREAS the PURCHASER herein hereby purchases the said Ground Floor Flat fully described in the Schedule 'B' hereunder written accepting the verbal statement of the VENDOR in respect of the title to the said Flat without making any title search.

AND WHEREAS as per the aforesaid Oral Agreement on 23.02.2001 the VENDOR received a sum of Rs. 3,08,055/= by Cheque No. 964611 Dt. 23.02.2001 drawn on United Bank of India, R.B. Avenue Branch, Calcutta in favour of M/S. H.D.F.C Ltd. (the receipt of which duly acknowledged by the VENDOR on 23.02.2001 by a separate Receipt) from the PURCHASER as earnest money and part of consideration to sell her said Flat at Premises No. 16B, Kabi Bharati Sarani, P.S. Tollygun Calcutta - 700029 morefully described in the Schedule 'B' below.

AND WHEREAS the VENDOR herein subsequently repaid the above-mentioned loan with all dues in full whereupon the Housing Development Finance Corporation Ltd., has fully released the said property as duly confirmed by their Certificate dated 05-03.2001.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said oral agreement dated 23.2.2001 and in consideration of Rs. 91,945/= (Rupees Ninety one thousand nine hundred forty five) only being the balance of the total consideratio

BASIL ENGINEERS KOLKATA

Contd.....p/11.

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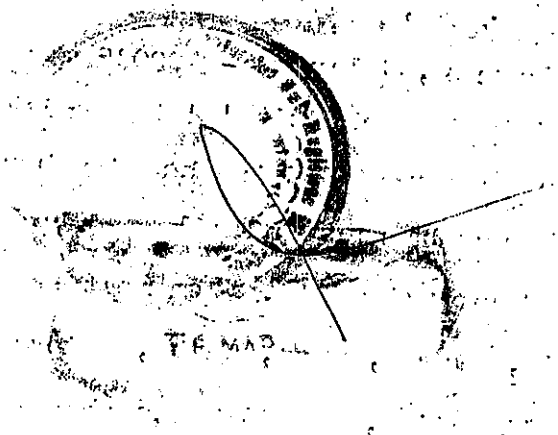
of Rs. 4,00,000/= (Rupees Four lakhs) only well and truely paid by the PURCHASER to the VENDOR on or before the execution of these presents (the receipt whereof the VENDOR doth hereby as also by the receipt and memo, hereunder written, admit and acknowledge) and of and from the same and every part thereof forever acquit, discharge and release the PURCHASER and also the said property hereby conveyed and delivered possession of the said entire ground floor flat at the Premises No. 16B, Kabi Bharati Sarani formerly Lake Road, P.S. Tollygunge, Calcutta - 700029 the VENDOR doth by this presence hereby grant, sell, convey, transfer, assign and assure unto and to the use of the said PURCHASER the said ground floor flat alongwith undivided proportionate share of the land underneath together with right of user of the Common Passage comprising 3 Chittaks 44 Sq. feet of land used as common passage lying and situate on the Western portion of the building in the premises No. 16B, Kabi Bharati Sarani formerly Lake Road, P.S. Tollygunge, Calcutta - 700029 more particularly described in the Schedule 'B' hereunder written and delineated and coloured Red in the Plan hereto annexed free from all encumbrances and released by Housing Development Finance Corporation Ltd. from mortgage together with all buildings, fences, ways, paths, watercourses, rights, lights, liberties, previlages, easements and appurtenances

BASIL ENGINEERS KOLKATA

Contd.....p/1



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and appendages whatsoever to the said ground floor flat and premises belonging or in anyway appertaining or mutually held or occupied therewith or reputed to belong and all the estate, right, title, interest, claim and demand whatsoever of the VENDOR into or upon the said ground floor flat and every part thereof with all rights of lateral vertical or internal support easements and quasieasements belonging to or in any way connected/appurt nant to the PURCHASER'S said ground floor flat described i Schedule 'B' hereunder. TO HAVE AND TO HOLD the same unto and to the use of the PURCHASER his heirs, executors, administrators, assigns absolutely and forever together with title deeds, with title deeds, writings muniments and other evidences of title A N D the VENDOR do hereby covenant with the PURCHASER his heirs, executors, adminis-trators, representatives and assigns. THAT notwithstand: any acts, deed or things heretofore done, executed or knowingly suffered to the contrary the VENDOR is now lawfully seized and possessed of the said Flat free from any encumbrances, attachments, or defect-in-title whatsoe and that the VENDOR has full power and absolute authority to sell the said Flat is manner aforesaid A N D the PURCHASER shall hereafter peaceably and quietly hold,

Contd.....p/13.

BASIL ENGINEERS KOLKATA

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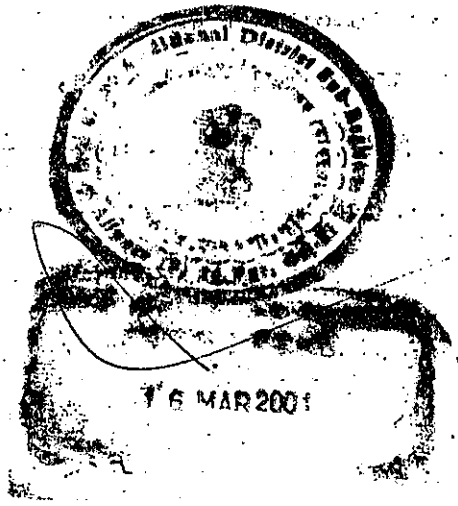
possess and enjoy the said Flat in Khas or through tenants without any claim or demand whatsoever from the Vendor or any person claiming through or under him. A N D further that the VENDOR her heirs, executors, administrators, or assigns, covenant with the PURCHASER his heirs, executors, administrators and assigns to save harmless, indemnify and keep indemnified the PURCHASER his heirs, administrators, or assigns from or against all encumbrances, charges and equities whatsoever. A N D the VENDOR her heirs, administrators or assigns further covenant that she or they shall at the request and costs of the PURCHASER his heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Flat and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

BASIL ENGINEERS KOLKATA

Contd.....p/14.


6 MAR 2001

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AND THIS DEED FURTHER WITNESSETH that in consideration of the PURCHASER having purchased the Flat on the Assurance of the guarantee of the VENDOR as to protection and indemnify against any possible claim by any person or persons or any authority the VENDOR do hereby and hereunder agree to indemnify and at all times keep indemnified the PURCHASER against all such possible claims or demands in respect of the Flat fully described in the Schedule 'B' hereunder.

That the Property mentioned in the Schedule 'B' below is not pirottor or devottor of wakf property and does not belong to any religious or trust and neither been requisitioned or acquisitioned by any Competent Authority or local bodies nor the Vendor received any Notice or Notices for acquisitioned or requisitioned from any Competent Authorities and/or local bodies or C.M.D.A.

That the said Flat is not a benami property and the VENDOR has good and marketable title over the said Flat and the Flat is free from all encumbrances and henceforth the PURCHASER and his heirs and assigns shall have every right to enjoy the Schedule 'B' Flat absolutely by using the same in whatsoever manner or by lawful construction/addition/alteration and with the full right to transfer in whatsoever manner i.e. sale, gift, lease or mortgage and/or otherwise, but without endengering the other portions of the premises in occupation of the Vendor.

Contd.....p/15.

BASIL ENGINEERS KOLKATA

National District Sub-Registrar

16 MAR 200

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

1. The purchaser shall observe, fulfil and perform the covenants hereunder written and shall regularly pay and discharge all taxes, impositions for the said flat wholly and common expenses proportionately and all other outgoings in connection with the said flat wholly and the building proportionately.

2. The Purchaser shall not for any reason whatsoever obstruct the Vendor in transferring in any manner her remaining share of the said building along with proportionate share of land connected therewith or any portion thereof to any person or persons.

3. The purchaser declares that, excepting his purchased ground floor flat, he shall not have right, title, interest, except those specifically mentioned hereinbefore, with regard to any other portion of the building.

4. The purchaser also agrees not to interfere with peaceful user of Vendor's portion.

BASIL ENGINEERS KOLKATA

Contd.....p/16.

SCHEDULE 'A' OF THE PROPERTY

ALL THAT piece or parcel of land measuring or containing by 2 (Two) Cottahs 5 (Five) Chittaks a bit more or less together with two storied old delapidated Building constructed in 1945 thereon in a part or portion thereof along with 3 (Three) Chittaks and 44 (Forty-Four) square feet of land used as 4' feet Wide Common Passage lying or situate in the Western Portion of the said property i.e. at 16B, Lake Road, now known as 16B, Kabi Bharati Sarani, Police Station Tollygunge, Calcutta - 700029, District 24-Parganas (South) together with the easement right of over the said land and whatsoever easement right for egress and ingress and installations of electricity, water connection, phone connection, drainage facility, over on and under the said common passage lying or situate in the Western Side of the said property and which runs from South to North and meet with the Lake Road, and butted and bounded by :-

ON THE NORTH	:	Lot "A" Property of Megha Mala Devi and Common Passage.
ON THE SOUTH	:	2, Lake Place.
ON THE EAST	:	18, Lake Road.
ON THE WEST	:	14, Lake Road after the said 4' feet Wide strip of land used as common passage.

Contd.....p/17.

BASIL ENGINEER KOLKATA

16 MAR 2001

SCHEDULE 'B' OF THE PROPERTY SOLD ABOVE REFERRED TO

ALL THAT the old delapidated back portion ground floor Flat with tenant constructed in 1945 lying and situate on the Southern Side in the Premises No. 16B, Kabi Bharati Sarani formerly 16B, Lake Road, P.S. Tollygunge, Calcutta - 700029 in the District of South 24 Parganas consisting of 3 (Three) rooms, one covered Verandah and two toilets meas-uring approximately 1,000 Sq.feet and 2 sheds with asbestos roof, one used as Kitchen and the other as Servants room and the open Courtyard and the back space in the South along with undivided proportionate share of land underneath and with common user and easement rights on/in the 3 (three) Chittaks 44 Square feet of land as 4' feet wide common passage lying and situate on the Western side of the buildin at the said premises particularly shown and delineated with Red colour in the Plan annexed hereto and with common rights to use and enjoy the underground and overhead reservoir and the entire water supply arrangements with right of access to the electric meter installations and also with easement right for ingress and egress and laying and installations of water connection, drainage connection, electricity and phone connections on, under and over the said 4' feet wide common passage but having no right over the terrace / roof and staircase of the said building.

BASIL ENGINEERS KOLKATA

Contd.....p/18.

SCHEDULE 'C' OF COMMON PARTS/PORTIONS ABOVE REFERRED TO :

1) Entrance and exits of the building.

2) Boundary wall and main gate.

3) Drainage and sewerage lines and other installation for the same (except only those installed within the exclusive area of any flat and/or exclusively for its use).

4) Electrical installations and electrical wiring and other fittings (except those installed within the exclusive area of any flat and/or exclusive for its use).

5) Water pump, water reservoir and overhead Tank together with all cimmon plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat).

SCHEDULE 'D' OF COMMON EXPENSES

The purchaser and the VENDOR shall pay regularly and punctually the proportionate share of the common expenses, as mentioned hereunder as per user.

1) All costs of maintaining operating, replacing repairing, white-washing, painting, decorating, rebuilding, reconstructing, lighting the common portions and the common areas of the said building, including the outer walls.

Contd.....p/19.

BASIL ENGINEERS KOLKATA

Additional District Sub-Registrar

6 MAR 2001

2) The salary of all persons employed for the common benefits including sweepers, plumbers, electricians etc.

3) Insurance premium of the building if any.

4) All charges and deposits for common utilities to the building and/or the premises.

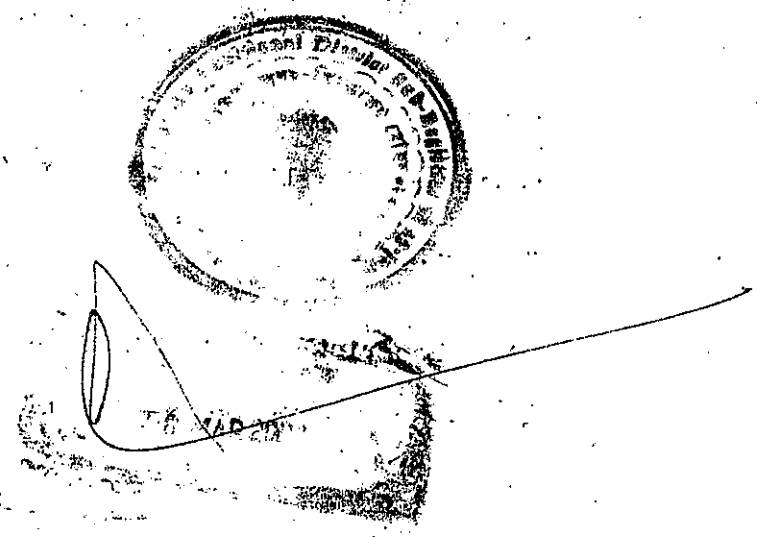
5) Till the purchaser's flat is separately accessed and/or mutated in respect of any tax or impositions the purchaser shall bear and pay the proportionate share of rates and taxes in respect of his Ground Floor Flat.

6) Cost of running, maintaining, repairing and replacement of pumps and other common installations, including the licence fees and/or taxes, levies, if any.

7) Electrical charges for the electrical energy consumed for the operation of the common services.

BASIL ENGINEERS KOLKATA

Contd.....p/20.



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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals the day, month and year first above-written.

SIGNED, SEALED AND DELIVERED
at Calcutta in the presence of :-

1. Gautam Banerjee
16 B Lake Road
Calcutta - 700029

Sandhya Banerjee
SIGNATURE OF THE VENDOR

2. Abhijit Bhattacharjee
2, Dushporiyo Park West
Cal - 26

Biswanath Bhattacharjee
Bhattacharjee
SIGNATURE OF THE PURCHASER

Drafted by me :
Bhattacharjee

Advocate

Typed by me :
Tapan Bhattacharjee
9/4, Nepal Bhattacharjee
Street, Calcutta-26.

BASIL ENGINEERS
KOLKATA

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Seal of the Additional District Sub-Registrar

26 MAR 2001

Additional Sub-Registrar
Alipore South 24-Parganas

Seal of the Additional District Sub-Registrar

Archived in
Book No. I 64
Volume No. 140
Page No. 111 to 169
Being No. 3
in the year 2003

5/3/03