



[2]

shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND SMT. MALABIKA BAGCHI wife of Sri Sakti Brata Bagchi, by faith Hindu, residing at P-120, Usha Park, P.S. Regent Park, Kolkata - 700 084, hereinafter referred to as the PURCHASER (which term or expression unless, excluded by or repugnant to the context shall be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Gour Pada Basu son of Satish Chandra Basu of Midnapore was seized and possessed of or otherwise well and sufficiently entitled to the land containing an area of 10 Kottahs more or less, situate at Police Station the then Tollygunge at present Regent Park and comprised in Mouza-Rainagar, Dag No. 129,

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Khatian No. 341, under Khatian No. 340, Touzi No. 6, J. L. No. 47, R.S. No. 201, Sub-Registration Office Alipore, in the District 24-Parganas at present South 24-Parganas.

AND WHEREAS on or about 23rd December, 1966 by a registered deed of conveyance said Gour Pada Basu sold and transferred the said land measuring about 10 kottahs in favour of the Vendors herein for valuable consideration absoluely and free from all encumbrances. The said deed was duly registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 179, pages 262 to 269, being No. 6731 for the year 1966.

AND WHEREAS after the said purchase the vendors mutated their names with the Calcutta Municipal Corporation and have been paying taxes on the said land & premises being K.M.C. premises No. 495, Hari Sava Math and commonly known as P-120, Usha Park, Kolkata-700084.

AND WHEREAS the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring about 10 kottah with structure standing thereon free from all encumbrances.

AND WHEREAS on or about 1986 the Vendors have agreed with the purchaser for an absolute sale of land measuring about 5 kottah out of the above mentioned 10 kottah land at or for the price of Rs. 50,000/- (Rupees fifty thousand) only.





AND WHEREAS the purchaser paid the total consideration amount to the vendors in several instalments by 1990 on the understanding that the vendors would complete the conveyance deed after payment of full consideration amount.

AND WHEREAS due to various unavoidable circumstances the sale deed could not be executed and/or registered by the said Vendors prior to this date.

AND WHEREAS the said vendors duly appointed Shri Sakti Brata Bagchi son of Late Dwijendra Nath Bagchi, residing at P-120, Usha Park, Kolkata - 700 084, as their true and lawful attorney to do perform and execute the conveyance deed in respect of the said land & premises being known as P-120, Usha Park, Kolkata - 700 084, as expressed in the General Power of Attorney dated 11.7.2003 and registered in the office of the Additional District Sub-Registrar, Bidhan Nagar (Salt Lake City) and recorded in Book No. IV, Volume No. 8, Pages 244 to 248 Being No. 00334 for the year 2003.

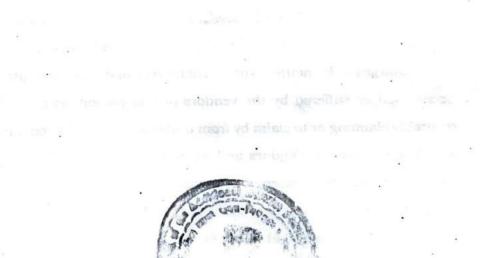
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.50,000/- (Rupees fifty thousand) only already paid by the Purchaser to the Vendors as per memo below (the receipt whereof the said vendors doth hereby admit as well as by the receipt hereunder written and of and from the same and every prt thereof



doth hereby release the purchaser and the said land with structure hereby conveyed admit acknowledge and confirm) the vendors do hereby and hereunder grant convey sell transfer assign and assured their right title and interest in respect of the said land measuring about 5 kottah with structure about 500 sq.ft. standing thereon being portion of K.M.C. premises no. 495, Harisava Math and commonly known as P-120, Usha Park, P.S. Regent Park, Kolkata - 700084, more particularly described in the schedule below and delineated in the site plan annexed hereto (hereinafter referred to as the said portion) TOGETHER WITH all rights, liberties, priveliges, easement and appurtenances whatsoever to the said land belonging to or in any way appurtaining to or usually held or occupied therewith AND ALL the estate right, title, interest, claim and demand whatsoever of the vendors have or had into or upon the said land with structure and every part thereof in law and equity TO HAVE AND TO HOLD the same unto and to the use of the said purchaser her heirs, executors, administrators, legal representatives and assigns absoluely and for ever free from all encumbrances AND the Vendors do hereby covenant with the purchaser that notwithstanding any act, deed, matter or thing whatsoever by the vendors or any person lawfully and/or equitably claiming by from through under or in trust for the vendors made done committed, or omitted or knowingly suffered the contrary the vendors have full power and absolute authority to grant, convey and assure the said portion hereby conveyed and assured the said portion and intended so to be unto and to the use of the Purchaser in the manner aforesaid

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and it shall be lawful for the Purchaser from time to time and at all times hereafter peacebly and quietly enter upon possess and enjoy the said portion as described in the Schedule hereunder written and to receive all rents, issues and profits thereof, if any, in the said portion or every part thereof to and for the Purchaser's own use and benefits without any suit lawful eviction interruption, claim or demand whatsoever for or by the vendors or any person lawfully or equitably claiming or to claim by under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted exonerated and for ever discharged or otherwise by the vendors well and sufficiently saved, defended and kept harmless and indemnified or from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the vendors or any person lawfully or equitably claiming or to claim by from under or in trust for vendors and further that the Vendors and all persons having or lawfully claiming any estate or interest whatsoever, in the said portion or any part thereof from under or any trust for the vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful acts deeds things and assurances in the said land & building hereditaments and premises whatsoever for the better and more perfectly assuring the said portion described in the schedule hereunder written and for every part thereof unto and to the use of the purchaser in the manner aforesaid or as by the Purchaser shall be reasonably required.



SCHDULE ABOVE REFERRED TO:

about 5 kottah more or less, together with tin sheded structure measuring about 500 Sqft. situated and lying at Police Station Regent Park, comprised in Dag No. 129, Khatian No. 341, under Khatian No. 340, Mouza Rainagar, Touzi No. 6, J. L. No. 47, R.S. no. 201, portion of premises No. P-120, Usha Park, K.M.C. premises No. 495, Harisava Math, Kolkata - 700084, Sub-Registration Office Alipore, District- South 24-Parganas, within the K.M.C. Ward No. 112, butted and bounded as follows, a site plan marked with red bordered line is attached herewith and considered to be a part of this deed.

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ON THE NORTH:

Premises No. P-125, Usha Park.

ON THE SOUTH:

16' wide K.M.C. Road.

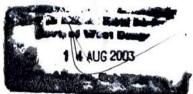
ON THE EAST

Portion of Premises No. P-120, Usha Park.

ON THE WEST

Plot of Dag No. 124.





IN WITNESS WHEREOF the Vendors through their constituted Attorney have hereunto set and subscribed their hands and seals on the day, month and year first above written.

[8]

SIGNED, SEALED AND DELIVERED

by the parties at Calcutta

in presence of Witnesses:

1. Dipti Bikarh Sen

1. Jandip Kumor Chandbury
17/3 Kasis Surania lane 2. Kumud foikarh Sen.
Santosapur, Kolkaia-75

3. Dilip Kumar Sen

2. Czorbaro Ol

2. Crowtam Har 13/A Herri Chamfora Naskar Road. Belegehato- a Cal - 10

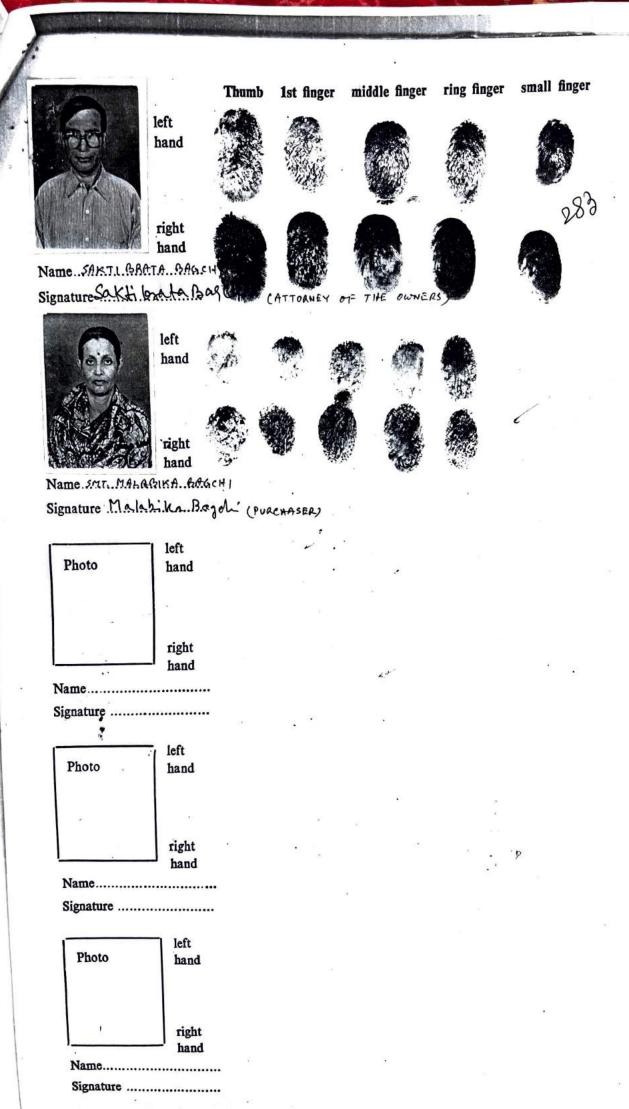
Purnima S.

by the pen of

Sakti brada Baschi

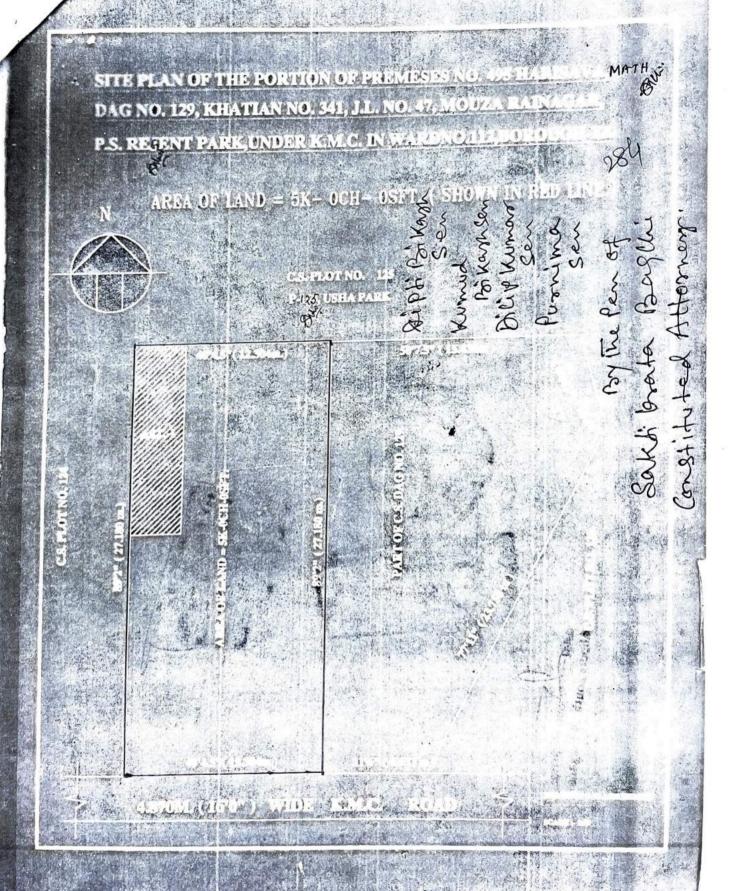
Constituted Attorney



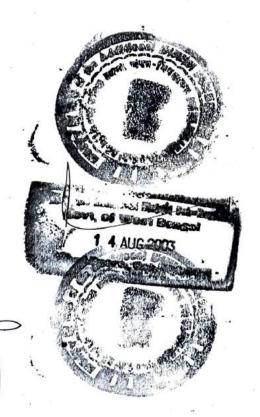


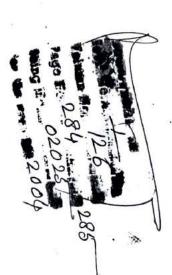


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Addi. Pist. Sub "registral Adipore South 34-Parganes

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs. 50,000/- (Rupees fifty thousand) only being the full consideration amount as per memo below.

37,000/-By Draft dated 14.12.90 Rs. 5000 for Rs. 21.12.90 Rs. 3500 Rs. 28,500 26.12.90 13,000/-By Cash Rs. 50,000/- < Total Rs.

(Rupees Fifty Thousand Only)

1. Dê Pfi Poikash Sen 2. Kumud Bikash Sen Witnesses :-3. Dilip Kumar Sen 2. Goutam Star. 4: Purnina sen by the pen of

Drafted and prepared by me,

Sakti Grata Baschi

Constituted Attorney

City Civil Court, Calcutta







10.50.12