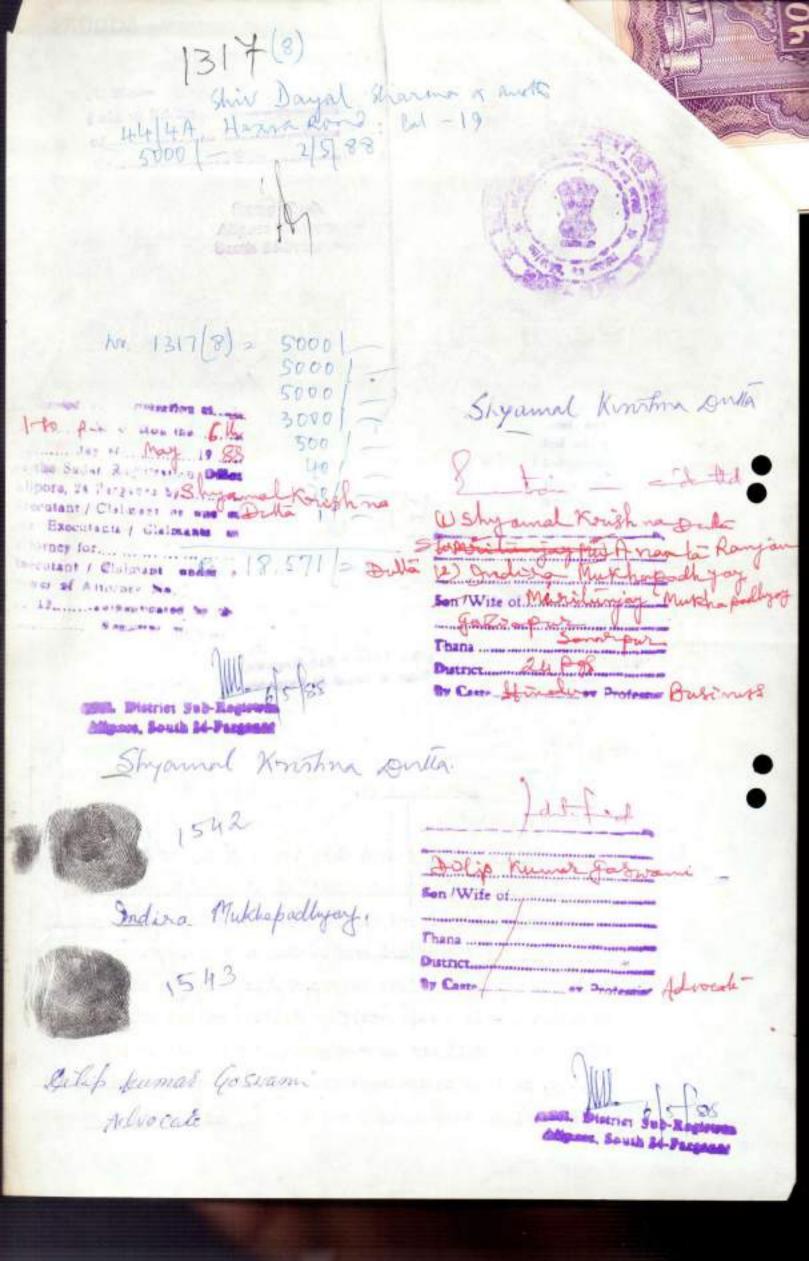


A 1364,00

- 18571.00

DEED OF SALE.

THIS INDENFURE made this the 6 % day of May ONE THOUSAND NINE HUNDRED EIGHTY EIGHT BETWEEN SMT INDIRA MUKHOPADHYA wife of Sri Mirtyunjoy Mukhopadhya, SRI SHYAMAL KRISHNA DUTTA son of Sri Ananta Ranjan Dutta, both residents of Gaziapur, Post Office Rajpur, Police Station Sonarpur, District 24-Parganas(South) hereinafter called the VENDORS (which term shall unless repugnant or contrary to the context include their respective heirs executors administrators legal representatives and assigns) of the ONE PART





- 2

AND SHIVDAYAL SHARMA son of Late Rup Narayan Sharma, SHASHI SHARMA wife of Sri Shivdayal Sharma both residents of 44/4A, Hazra Road, Police Station Ballygunge within the limits of The Calcutta Municipal Corporation hereinafter called the PURCHASERS (which term shall unless repugnant or contrary to the context include their respective heirs executor/s administrators legal representatives and assigns) of the OTHER PART:

W H E R E A S one Sri Amiya Nihar Basu Raisahib while

1317(8) Shir Dayal Chronor & mother 14A. Hazar Rong: CM - 19 Dietriet Sub-Gigrace, South 34-Prop



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seized and possessed of land hereditaments and premises containing an area of 2(two) cottans 8(eight) chittacks 6(six) square feet be it little more or less being portion of premises No.2/3A Panditiya Road as absolute owner thereof together with right of egress and ingress over the 12' wide common passage situate on the north of the said land leading to the Panditiya Road of The Calcutta Municipal Corporation and together with all rights of easement over and beneath the said common passage which includes amongst other rights to take swear, drain, water line, electric, gas, telephone etc.

13/4 (8) Sin Dayal Sharme & moth 14/44, Hazar Root. Cd-19 5000 - 2/5/88 Officers, South 34-Passanar



sold transferred and conveyed the same on 12th, day of August, 1936 to one Sm. Triptimoyee Roychowdhury wife of Sri Tarapada Roy Chowdhury since deceased by a Deed of Sale registered in Book No.1 Volume No.64 commencing from page 287 Being No.3892 for the year 1936 of District Sub-Registration office of 24-Parganas at Alipore and divested of all his interest therein by delivering possession thereof to the said Purchaser namely Smt. Priptimoyee Roychowdhury as aforementioned .

AND WHEREAS the said Smt. Triptimoyee Roychowdhury

1314(8) Shir Danjal Sharmer & another 14. Hazra Arrid. Col - 19



- 5 -

while seized and possessed of the said land hereditaments and premises by mutating and recording her name in the erst-while The Calcutta Corporation and by constructing structures with brick wall and tiled roof therein as absolute owner thereof sold transferred and conveyed the said land messuage hereditaments and premises containing an area of 2 (two) cottahs 8(eight) chittacks 6(six) sq. ft.being premises No.2/3A Panditiya Road together with said structures thereon and together with all right of easement over and beneath the said 12' wide common passage situate on the north of the

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Shiw Dayal Shower & mother
44144 Hazra Row Col -19
500 25188 Offignes, South M-Pargon



said land with structures thereon which leads to Panditiya Road a municipal road which amongst others include right of egress and ingress, laying swear drainage, water line, electrical line, gas, telephone, etc. on 19th day of July 1985 to the Vendors namely Smt. Indira Mukhopadhya and Shyamal Krishna Dutta against valuable consideration by a Deed of Sale registered in Book No. 1 Volume No. 168 Pages 457 to 466 Being No.9954 of District Registration office at Alipore.

AND WHEREAS the Vendors mutated their name in the records of the Calcutta Municipal Corporation in respect of 13/4(8) Shir Dayal Sharine a moth 14/14 Hazza Rn 2 2 Cat 13 ss, South Sd-Pargas



- 7 -

the said land messuage hereditaments and premises together with structures thereon which came to the known numbered and reputed as premises No.2/3D Panditiya Road with in the limits of The Calcutta Municipal Corporation as described in Schedule 'A' herein below mentioned.

AND WHEREAS the Vendors are now seized and possessed of said premises No.2/3D Panditiya Road together with brick built and tiled roof structure thereon as described in Schedule 'A' herein below mentioned as absolute owners thereof together with right of egress and ingress over the said 12' wide road common passage and together with all right of

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easement over and beneath the said 12' wide common passage on the north of the said premises which leads to said municipal road namely Panditiya Road.

AND WHEREAS the Vendors have agreed to sell and the Purchasers have agreed to purchase the said land messuage hereditaments and premises containing an area of 2(two) cottahs 8(eight) chittacks 6(six) square feet be it little more or less together with structures with brick wall and tiled roof known numbered and reputed as Premises No.2/3D, Panditiya Road within the limits of The Calcutta Municipal Corporation and together with right of egress and ingress

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over the 12' wide common passage on the north of the said premises and together with all rights of easement over and beneath the said 12' wide common passage which includes amongst others right to take swear, drain, water line, electric line, gas telephone etc. at and for the consideration of Es.1,25,000/- (Rupees one lac and twenty five thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1, 25,000/- (Rupees one lac and twenty five thousand) only of lawful money of India well and truly paid to the Vendors by the Purchasers on or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchasers and the said premises hereby granted sold and conveyed) the Vendors do and each of them doth hereby grant sell transfer convey assign and assure unto the Purchasers ALL THAT the piece or parcel of land messuage hereditaments and premises being municipal premises No. 2/3D Panditiya Road within the limits of the Calcutta Municipal Corporation more particularly mentioned and described in the Schedule 'A' hereunder written OR HOWSOEVER OTHERWISE the said property or any part whereof now are or is or at any time or times heretofore were or was situated butted bounded called known numbered described or distinguished. TOGETHER WITH all and signgular other structures, edifices, buildings, wall, wa yards, compounds, ways,



paths, passages, advantages of ancient and other rights, lights, liberties privileges, easements, commodities, appendages, and appurtenances whatsoever belonging or in any wise appartaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto known as part parcel or member thereof AND the issues and profits thereof AND ALL THE ESTATE right title interest property claim and demand whatsoever both at # law and in equity of the Vendors in to upon or out of the said property or any part thereof AND ALL the deeds pattahs muniments evidences of title and writtings whatsoever solely relating to or concerning the same which now are or shall or may hereafter be in the possession custody or pwer of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit. AND the Purchasers shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the same and receive the issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendors any person or persons lawfully or equitably claiming through under or in trust for them AND THAT free and clearly freely and clearly and absolutely acquitted expnerated and discharged from or by the Vendors and well sufficiently saved defended kept harmless and indentified of from or against all and all manner of former or other rights title interest liens charges and encumbrances whatsoever created made done occassioned or suffered by the Vendors or any person or persons rightfully claiming through under or in trust for them. AND THAT no declaration has been



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made or published for acquisition of the said property or any part thereof under Land Acquisition Act or any other Acts for the time being in force and that the said property or any part thereof is not affected by any notice or acquisition or requisition under the Defence of India or Rules framed thereunder or any other acts or Enactments whatsoever. AND FURTHER that the said Vendors and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever or in to upon or out of the said property from under or in trust for them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the Purchasers made do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things for further better and more perfectly assuring conveying and confirming the said property and every part thereof unto and to the use and benefit or the Purchasers for ever in manner aforesaid as by the said Purchasers shall or may be reasonably required. AND THAT the Purchasers will have right to use the 12' wide common passage situate and lying at on the north of the said premises No. 2/3D Panditiya Road and which leads to the Municipal Road namely Panditiya Road for egress and ingress and will have all rights of easements which includes amongst other right to take swear drain, water line, electric, telephone gas etc. AND THAT the Vendors have delivered to the Purchasers original Title Deed and supporting deed and papers relating to land messuage hereditaments and



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premises hereby sold transferred and conveyed by these presents more particularly described in Schedule herein below mentioned.

### THE SCHEDULE 'A' ABOVE REFERRED TO :

all THAT of land messuage hereditaments and premises containing an area of 2(two) cottahs 8(eight) chittacks and 6(six) square feet together with brick walled and tiled roof structures thereon known numbered and reputed as premises No.2/3D Panditiya Road formerly portion of Premises No.2/3A Panditiya Road which curved out of premises No.2 Panditiya Road, Police Station Gariahat X formerly Ballygunge, District 24-Parganas(South) which butted and bounded as follows:-

ON THE NORTH : 12' ft. common passage.

ON THE EAST : House of Gourhari Chandra.

ON THE SOUTH : Vacant Land of Amiya Bose.

ON THE WEST : House of Satish Chandra Bose.

Together with right to use the 12' ft. wide common passage situate and laying at on the north of said premises which leads to Municipal Road known as Panditiya Road with all types of easement rights over and beneath the said passage which includes amongst others right to take swear, drain water line, electric line, telephone gas etc.

OR HOWSCEVER OTHERWISE the said property is known numbered and distinguished.

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# SCHEDULE 'B' ABOVE REFERRED TO :

- Original Deed of Sale executed by Sri Amiya Nihar Basu in favour of Smt. Triptimoyee Roy Chowdhury dated 12th August, 1936 registered in Book No.1 Volume No.64 Pages 287 Being No.3872 year 1936 of District Sub-Registration office at Alipore.
- Original Deed of Sale executed by Sri Triptimoyee Roy Chowdhury in favour of Smt. Indira Mukhopadhya and Shyamal Krishna Dutta dated 19th July 1985 registered in Book No. 1 Volume No. 168 Pages 457 to 466 Being No. 9954 of District Registration office at Alipore.
- Municipal Tax Bills. 3.

IN WITNESS WHEREOF the Vendors put their signature and seal in the day month and year above written,

SIGNED AND DELIVERED by the

VENDORS in the presence of: Indira Mukhefodhyay.

1. Kershab Chambre Sol sow (Indira Mukherjee)
Alipon Judges Cours. Shyamal Krishna Dorlla
Alipone, Colonies-Forozz, Shyamal Krishna Dorlla

VENDORS.

2. Karbaya lalfaint 64/1 Hagra Road Cal-19



#### MEMO OF CONSIDERATION.

 Paid by on 8.4.88 by on demand Pay Order No. PYG 927771 dated 8.4.88 issued by Punjab National Bank, Lyons Range Branch in favour of Indira Mukherjee alias Indira Mukhopadhya as earnest money -----

Bs. 25,000.00

2. Paid on 8.4.88 by on demand Pay Order No. PYG 927772 dated 8.4.88 issued by Punjab National Bank Lyons Range Branch in the Name of Shymal Krishna Dutta paid as earnest money -----

Rs. 25,000.00

- 3. Paid to day by on demand Pay Order
  No.CX 596841 dated 4.5.1988 issued by
  State Bank of India (Hazra Road Branch,
  Calcutta) Code No.1649 in favour of
  Indira Mukherjee alias Indira Mukhopadhya -- Rs.37,500.00
- 4. Paid by on demand Pay Order No.CX 596842 dated 4.5.88 issued by State Bank of India (Hazra Road Branch Calcutta) Code No. 1649 in favour of Shyamal Krishna Dutta ----

Rs. 37,500.00

Rs. 1,25,000.00

(Rupees one lac twenty five thousand) only.

#### WITNESS :-

1. Kes hale Chambre die per Indira Mukhapadhyay.

Calemen. Frozz. (Indira Mukharjee)

Shyamal Krishna anthe

VENDORS.

2. Kanlar lalfaiwas Gullafagra Rad Cel-19

Drawn by Number Noth Sofren

Typed by me Dipak Kum Madail 29E Lansdowne Place, Calcutta-700029.



## BETWEEN



SMT INDIRA MUKHOPADHYA SRI SHYAMAL KRISHNA DUTTA ---- VENDORS.

AND

SHIVDAYAL SHARMA SHASHI SHARMA ----- PURCHASERS.

DEED OF SALE





Drawn by :-Sri Nirendra Nath Sarkar, Advocate 30 Lansdowne Place, Calcutta-700029.

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