STAMP AFFIXED BY
No. 27/6/90
SUPERINTENDENT
CALCUTTA COLLECTORATE

Admissible under Rule 21 Duty Stamps
under the Indian stamped Act 1899
as etc. as amended by W. Bengal
Stamp Amendment Act 1986
Schedule 1A No 23
and also under Section 82 (1) of the
Calcutta Improvement Act 1911
Stamp duly Paid under the
Stamp Act Rs 21500
Additional duly under C.I. Act Rs 3500
Paid in excess Rs 10
Fee Paid as under Total Rs 25010

Registrar of Assurances
Calcutta
12-7-90

A-1914
5/55
25
12/7/90

Decl filed

THIS INDENTURE made this 12th day of July One Thousand Nine Hundred and Ninety BETWEEN KANAI LAL SIKDAR son of late Kali Nath Sikdar by religion Hindu by occupation Landholder residing at No.50/7, Gouri Bari Lane Police Station Manicktolla in the district of 24-Parganas (South) within the municipal limits of the town of Calcutta hereinafter Called "THE VENDOR" (which term or expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) of the ONE PART And CHANDAN KUMAR BHOWMICK and PRADIP KUMAR BHOWMICK both sons of Phani Bhusan Bhowmick by religion Hindu by occupation Businessman residing at No.60, Paikpara Row Police Station Chitpore in the district of 24-Parganas (South) within the municipal limits of the town of Calcutta

hereinafter.....

Presented for registration at —
in the Calcutta Registering office
on the [illegible] day of [illegible] 90

Kanailal Sikdar
the Executor

Kanailal Sikdar

Registrar of Assurances
Calcutta
12 7 90

3447

Kanailal Sikdar

Kanailal Sikdar 8/0
Late Kalinath Sikdar of
NO-50/1, Gauri Lane.
Calcutta.

Manoj Banerjee 8/0
Late D N Banerjee of
NO-1/1, Temple Lane.
Cal-31. Hindu Business.

Manoj Banerjee

Registrar of Assurances
Calcutta
12 7 90

hereinafter collectively Called "THE PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context include their respective heirs executors administrators representatives and assigns) of the OTHER PART

WHEREAS by a Deed of Conveyance bearing date the 28th March, 1945 made Between the Trustees for the Improvement of Calcutta therein described as the Vendor of the One Part And Adinath Bhaduri therein described as the Purchaser of the Other Part and registered in Book No.1 Volume No.28 Pages 68 to 70 Being No.957 for the year 1945 at the Sealdah Sub-Registration Office the said Trustees for the Improvement of Calcutta for the consideration therein mentioned sold and conveyed unto the said Adinath Bhaduri ALL THAT piece or parcel of revenue free land containing an area of 13 Cottahs 14 Chittaks and 4 square feet a little more or less situate at and being Plots Nos.54 and 55 of the surplus lands in Paikpara Rehousing Scheme of the Calcutta Improvement Scheme formed out of Old Premises No.15, Paikpara Road and comprised in Holding No. 97 in Sub-Division 17 Division 1 Dihi Panchannogram Thana Chitpore Sub-Registration Office Sealdah in the district of 24-Parganas

AND WHEREAS by a Deed of Conveyance bearing date the 8th July, 1955 made between the said Adinath Bhaduri therein described as the Vendor of the One Part And Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Purchasers of the Other Part and registered in Book No.1 Volume

No.....

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No.36 Pages 43 to 48 Being No.1503 for the year 1955 at the Sealdah Sub-Registration Office the said Adinath Bhaduri for the consideration therein mentioned sold and conveyed unto the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh ALL THAT piece or parcel of revenue free land containing an area of 6 Cottahs 14 Chittaks and 30 square feet more or less out of the said 13 Cottahs 14 Chittaks and 4 square feet which is subsequently numbered as 61, Paikpara Row

AND WHEREAS by a Deed of Conveyance bearing date the 8th May, 1958 made Between the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Vendors of the First Part Manmatha Nath Ghosh and Sukhlal Ghosh therein jointly described as the Confirming Parties of the Second Part And Sm. Sujata Saha therein described as the Purchaser of the Third Part and registered in Book No.1 Volume No.27 Pages 244 to 251 Being No.1079 in the year 1958 at the Sealdah Sub-Registration Office the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh for the consideration therein mentioned sold and conveyed and the Manmatha Nath Ghosh and Sukhlal Ghosh confirmed unto the said Sm. Sujata Saha the said piece or parcel of land containing an area of 6 Cottahs 14 Chittaks and 30 square feet being premises No.61, Paikpara Row

AND WHEREAS by a Deed of Conveyance bearing date the 25th February, 1972 made between the said Sm. Sujata Saha

therein.....

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therein described as the Vendor of the First Part Ashis Kumar Saha (Roy) Anjan Kumar Saha (Roy) Amit Kumar Saha (Roy) and Sm. Chinmoyee Saha therein jointly described as the confirming parties of the Second Part And Apurba Kumar Samaddar therein described as the Purchaser of the Third Part and registered in Book No.1 Volume No.9 Pages 104 to 114 Being No.245 for the year 1972 at the Sealdah Sub-Registration Office the said Sm. Sujata Saha for the consideration therein mentioned sold and conveyed and the said Confirming Parties confirmed unto the said Apurba Kumar Samaddar ALL THAT piece or parcel of land containing an area of 6 Cottahs 14 Chittaks and 20 square feet being premises No.61, Paikpara Row

AND WHEREAS by a Bengali Deed of Gift bearing date the 10th May, 1972 corresponding to 27th Baisakh, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Donor And the said Kanai Lal Sikdar therein described as the Donee and registered in Book No.1 Volume No.18 Pages 193 Being No.631 for the year 1972 at the Sealdah Sub-Registration Office the said Apurba Kumar Samaddar for the consideration therein mentioned granted and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittaks and 38 square feet being a portion of the said premises No.61, Paikpara Row and marked as Plot "B" in the map annexed to the said Deed of Gift and therein bordered in green ink and the Vendor accepted the said gift

AND....

Registrar of Assurances
Colombo

AND WHEREAS a Bengali Deed of Sale bearing date the 11th December, 1972 corresponding to 25th Agrahayan, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Seller and the said Kanai Lal Sikdar therein described as the Purchaser and registered in Book No.1 Volume No. 218 Pages 50 to 56 Being No.6369 for the year 1972 at the office of the Registrar of Assurances Calcutta the said Apurba Kumar Samaddar for the consideration therein mentioned sold and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittaks and 38 square feet being a portion of premises No.61, Paikpara Row and marked as Plot "A" in the map annexed to the said Deed of Sale and therein bordered in red ink

AND WHEREAS in or about June, 1981 one Sudhendu Dutta instituted a suit being Title Suit No.47 of 1981 against the said Kanai Lal Sikdar in the 6th Court of the learned Subordinate Judge at Alipore for inter alia a decree for specific performance of an agreement for sale of the land comprised in premises No.61, Paikpara Row

AND WHEREAS the said Title Suit which was defended by the said Kanai Lal Sikdar was finally disposed of on the 20th December, 1983 and a decree was passed in favour of the said Sudhendu Dutta against the said Kanai Lal Sikdar for specific performance of the agreement for sale of the said suit property directing him to execute and register a sale deed in favour of the said Sudhendu Dutta

AND.....

Registrar of Assurances
Calcutta

AND WHEREAS the said Kanai Lal Sikdar preferred an appeal being F.A. No.320 of 1984 in the High Court at Calcutta against the said decree dated 20th December, 1983

AND WHEREAS the said Sudhendu Dutta and the said Kanai Lal Sikdar mutually settled their disputes with regard to the said suit property and filed a joint petition in the High Court for recording the compromise

AND WHEREAS by an order dated 7th February, 1990 passed by Appeal Court presided over by the Hon'ble Mr.Justice Mukul Gopal Mukherjee the terms of compromise were recorded and the suit for specific performance, namely Title Suit No.47 of 1981 of the 6th Court of Additional District Judge of Alipur was dismissed

AND WHEREAS the Vendor is now seised and possessed of or otherwise well and sufficiently entitled to the said premises No.61, Paikpara Row, Calcutta containing an area of 6 Cottahs 14 Chittaks and 20 square feet

AND WHEREAS the Vendor has contracted with the Purchasers for absolute sale of the piece or parcel of revenue free land measuring 2 Cottahs 14 Chittaks and 38 square feet out of the land comprised in the said premises No.61,Paikpara Row, Calcutta with structure thereon at or for the price of Rs. 1,75,000/-

NOW...

Registrar of Assurances
Calcutta

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in consideration of the sum of Rs.1,50,000/- already paid and a further sum of Rs.25,000/- paid at or before the execution of these presents making together the full consideration of Rs.1,75,000/- (Rupees One lac and Seventy-five thousand) only by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit and release and for ever discharge the Purchasers as well as the land hereditaments and premises and every part thereof hereby conveyed) he the Vendor doth hereby grant transfer and convey and assure unto the Purchasers ALL THAT piece or parcel of revenue free land measuring 2 Cottahs 14 Chittaks and 38 square feet with structure thereon together with the right over the 8' feet wide common passage on the east be the same a little more or less situate lying at and being a portion of premises No.61, Paikpara Row Thana Chitpore Sub-Registration Office Sealdah in the district of 24-Parganas (South) within municipal limits of the town of Calcutta more particularly mentioned and described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said land hereditaments and premises now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished together with all areas water courses lights liberties privileges easements and appurtenances whatsoever to the said land hereditaments and premises or any part thereof together with all rights of use of the sewers and drains right of use —

of.....

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Calcutta

of the sewers and drains right of use of ways paths passages filtered and unfiltered water pipes and connections leading to premises and the benefit and advantage of ancient and other lights liberties easements privileges appendages and appurtenances whatsoever to the said property or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto together with the reversion and reversions remainder and remainders rents issues and profits thereof and of every part thereof And all the estate right title claim and demand whatsoever of the Vendor in to and upon the said land hereditaments and premises and every part thereof And all deeds pattahs muniments writings and evidence of title which exclusively relate to the said premises or any part thereof and which are now in custody or possession of the Vendor or any person or persons from he can procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unto the Purchasers And the Vendor doth hereby covenant with the Purchasers that he the Vendor now has an indefeasible and absolute title to the said land hereditaments and premises free from all encumbrances and has good right full power and absolute authority to grant transfer and convey the same in manner aforesaid And the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption

claim....

Registrar of Assurances
Calcutta

claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor And free and clear and freely and clearly and absolutely exonerated and released against all and all manner of charges liens debts attachments and encumbrances whatsoever made or suffered by the Vendor or any person lawfully or equitably claiming as aforesaid And Further the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises in manner aforesaid as may be reasonably required

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittaks and 38 square feet a little more or less with structure thereon being Plot "B" shown in the map or plan hereto annexed and therein bordered in red ink situate lying at and being the southern portion of premises No.61, Paikpara Row, comprised in Holding No.97 in Sub-Division 17 Division 1 Dihi Panchannogram Police Station Chitpore Sub-Registration Office Sealdah in the district of 24-Parganas

(South)...

Comptable et Administrateur
Calculus

(South) and within the municipal limits of the town of Calcutta and butted and bounded as follows, that is to say, on the North Partly by Plot "A" of premises No.61, Paikpara Row on the East by 8' feet wide common passage and thereafter premises No.62, Paikpara Row on the South by 40' feet wide Paikpara Row and on the West by premises No.60, Paikpara Row

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written.

Kanai Lal Sikdar

SIGNED SEALED AND DELIVERED
AT CALCUTTA IN THE PRESENCE
OF :

1) [illegible]

2) [illegible]
1/1, [illegible]
Cal-31

RECEIVED.....

Registrar of Assurances
Calcutta

RECEIVED from the within-named Purchasers the within-mentioned sum of Rs.1,75,000/- as per memo below : } Rs.1,75,000/-

MEMO OF CONSIDERATION :

Price agreed to pay for contract money Rs. 1,50,000/-

Paid today in cash 25,000/-

Total Rs. 175,000/-

Rupees One lac and seventy five thousand only

Kanwar Lal Sikka

Witnesses :-

1) [illegible]

2) Manohar Lal Roopani

N

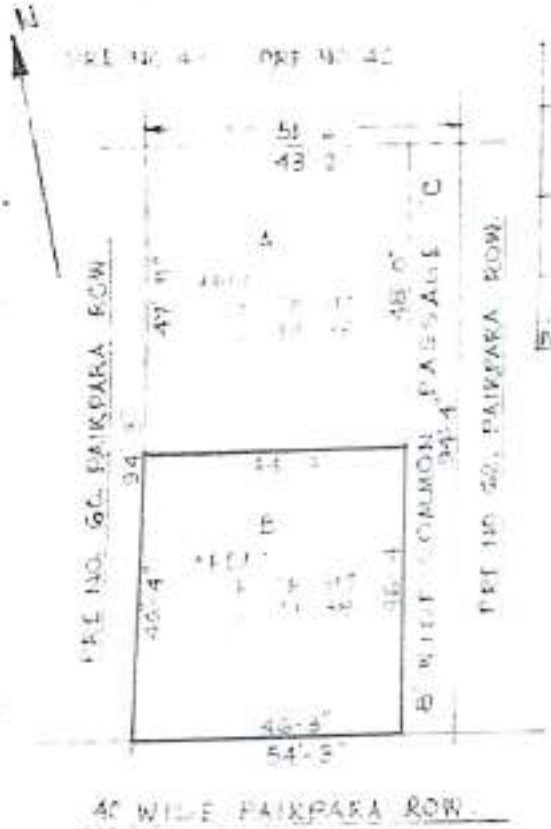
PRE 1

PRE NO. 60 PAIKPARA ROW.

40

Registrar of Assurances
Calcutta

PLAN OF PRE No 61, PAIKPARA ROW, CALCUTTA.
P.S : CHITPUR, TOUZI No - 1298/2833, DIHI - PANCHANNA-
GRAM DIV - 1, SUB DIV - 17, HOLDING - 97 MOUZA - PAIKPARA.
SCALE :- 1" = 20'-0"



REFERENCE.

PLOT NO.	AREA K	CH	SFT	COLOUR
A	2	14	38	
B	2	14	38	
C COMM PASSAGE	1	0	34	
TOTAL	6	14	20	

Kanne Lal Sahu

DRAWN BY
Lal Chand
SURVEYOR
PURBA PUTIARY
26-4-72

Entered in
R. No. 1
Fees
Pages 340 to 352
Being No. 1681
for the year 1990

Registrar of Assurances
Calcutta
31.5.94

Registrar of Assurances
Calcutta

Deed No 425
Book No 1
Year 1996

DATED THIS 12 DAY OF JUL, 1996.

BETWEEN

KANAI LAL SITDAS

AND

CHANDAN KUMAR BHOWMICK & ANR.

CONVEYANCE

S. N. SAHA,
Solicitor & Advocate
10,Old Post Office Street,
Calcutta.

Registrar of Assurances
Calcutta