

AND WHEREAS as the only legal heir and successor to succeed the said property left behind by Jayanti Dhar and the vendor became the absolute owner of the said property fully tenanted consisting of three tenants namely Pradip Mukherjee, Prabir Mukherjee and Mrinal Saha excepting three rooms on the ground floor under lock and key being Municipal Premises No.28, Badur Bagan Street, now 28, Biplabi Pulin Das Street, Kolkata, ALL THAT messuage, tenement, hereditament or Two storeyed dwelling house with land measuring an area of Two Cottahs 8 Chittaks and 33 sq. ft. fully described in the Schedule written hereunder.

AND WHEREAS being in urgent need of money, the Vendors decided to dispose the said property being Municipal Premises No.28, Badur Bagan Street, now 28, Biplabi Pulin Das Street, Kolkata, ALL THAT messuage, tenement, hereditament or Two storeyed dwelling house with land measuring an area of Two Cottahs 8 Chittaks and 33 sq. ft. fully described in the Schedule written hereunder.

AND WHEREAS the purchaser herein has negotiated with the vendor and the vendor has agreed to sell and the purchaser has agreed to purchase the said property on the mutually agreed

terms and conditions and for the mutually agreed price. The purchaser has satisfied himself about the right, title and interest of the vendor as also the clear and marketable title of the vendor. The vendor have agreed and confirmed that the said property is free from all encumbrances, liens, lispendense, attachment, trust, mortgage, charges, whatsoever and howsoever.

AND the purchaser having paid the entire mutually agreed consideration has now called upon the vendors to execute this indenture in his favour.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and in consideration of the said Sum of Rs. 40,00,000/- (Fourty Lakhs only) well and truly paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written, admit and every part thereof, doth hereby acquit, release and forever discharge to the Purchaser and also the Said Land And the rights, properties and obligations appurtenant thereto on as is where is basis being hereby sold) the Vendor, as the full and absolute owner thereof, doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser the said property being Municipal

remises No.28, Badur Bagan Street, now 28, Biplabi Pulin Das Street, Kolkata, ALL THAT messuage, tenement, hereditament or two storeyed dwelling house with fully described in the Schedule written hereunder.

hereunder written and delineated in the Map or Plan annexed hereto and howsoever or otherwise the said land and hereditaments now is or are or hereto before was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, water, water courses and all other present, former and ancient rights, liberties, benefits, privileges, advantages, easements and appurtenances whatsoever to the said land and hereditaments belonging to or in anyways appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong to the appurtenant thereto and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof AND all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said land and hereditaments and every part thereof AND all the deeds, pattahs, muniments, writings, evidences which exclusively relates to the said land and hereditaments or every part thereof which now are or hereafter may be in the custody, power, control or possession of the Vendor or any person or persons from whom the Vendor may procure the same without any lawful action or suit to HAVE AND TO HOLD the said land and the hereditaments so to be unto the Purchaser absolutely

free from all encumbrances, freed and discharged from or otherwise by the Vendor and well and sufficiently indemnified of from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, leases, tenancies, licenses, prohibitions, restrictions, trusts, debutters, uses, rights, attachments, executions, lispens, requisitions, acquisitions, alignments and liabilities whatsoever; AND the vendor agrees and undertakes to execute sign and affirm any further documents declaration and applications for the betterment of the title of the purchaser as and when that may be reasonably required without any further demand in any manner whatsoever.

AND the Vendor do hereby covenant with the Purchaser as follows:-

THAT NOTWITHSTANDING any act, thing, deed, matters whatsoever made, done, executed or knowingly suffered to the contrary the Vendor now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey the said land and hereditaments sold or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid.

AND the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said land or every part thereof and pay the rents and taxes to the appropriate Authorities upon getting its name mutated in the Office of the B.L. & L.R.O. and also in the Office of the Kolkata Municipal Corporation and receive the rents, issues and profits thereof without any lawful

eviction, interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of his predecessors-in-title and that free and clear, freely, clearly and absolutely acquitted, exonerated, discharged, saved, harmless and keep the purchaser indemnified from or against all charges, encumbrances made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER the Vendor and all person/persons having lawfully or equitably claiming any estate or interest upon the said land and hereditaments or any part thereof from under or in trust for the Vendor shall and will from time to time or at all times hereafter at the cost and request of the Purchaser do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said land and hereditaments to the Purchaser as shall or may be reasonably required.

THE VENDOR also declares that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendens or any attachment. There is no case, suit or proceeding pending before any Court of Law. The Vendor sold the said land while having Khas possession and deliver Khas peaceful possession of the said land to the Purchaser. The Purchaser has inspected the original documents of the property and made

himself satisfied with regard to the title of the said property morefully described in the Schedule.

HOWEVER IF ANY of the Statements or covenants made hereinbefore declaring, assuring the right title interest of the vendor is found to be false, untrue or any defect in title is detected hereafter the Vendor shall be liable for the same.

IF ANY ERROR OR OMISSION is transpired in this Deed in future the Vendor shall at the costs and request of the Purchaser execute and register any Supplementary Deed or Deed of Rectification/Declaration in favour of the Purchaser.

It is hereby agreed and recorded by the parties hereto that the vendor shall remain liable to bear and pay all rates and taxes in respective of the said Land and /or any part thereof if found due and payable till date of registration of The Conveyance. The purchaser shall not in any manner be liable for the same.

In the event if after the registration of conveyance at any point of time thereafter it is found that any arrear and/or arrears of rates and taxes upto the deed of conveyance is to be cleared in respect of the said Land then it shall be the exclusive liability and responsibility of the Vendor to clear and satisfy such arrears of taxes to the concern authority at request of the purchaser. The Vendor to that extent keeps the purchaser indemnified by these presents.

SCHEDULE

Bivas Chandra Das

ALL THE piece and parcel of the land measuring Two Cottahs 8 Chittaks and 33 sq. ft. a little more or less Together with 2 storied building Consisting of 1800 Sq. Ft. each floor standing thereon of the Premises No.28, Biuplabi Pulin Das Street, Calcutta formerly known as 28, Badur Bagan Street, Kolkata - 700 009 in the town of Kolkata, P.S. Amherst Street, together with all right over common passage, sewerage, panel, electric installations, water courses, water panels and all other easement rights accrued and attached to the said premises butted and bounded as under :-

- ON THE NORTH BY** : Common Passage ;
- ON THE SOUTH BY** : 20. Kali Das Sinha Lane;
- ON THE WEST BY** : Biplani Pulin Das Street;
- ON THE EAST BY** : Remaining Eastern portion of Lot "C" of premises No.28, Biplabi Pulin Das street, formerly known as 28, Badur Bagan Street, Calcutta.

*34A Biplabi Pulin Das Street
Cmt. Thakur Karidas Singha Lane*

IN THE WITNESS WHEREOF the parties hereto have put there respective hands seals and signatures on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF:

1. Sushaini De
26/B Kalidas Singha Lane
Kol-9

2. PABIRA CHANDR
162/2 B. M. Road
Kol-10

Sumita Dhar

Signature of the Vendor

3. Gopal Datta.
11, Bhuvan Banerjee
Lane. Kol-7.

Biras Chandra Adak

Signature of the Purchaser

Drafted by:- Rajib Mullick
Rajib Mullick
ADVOCATE

MEMO OF CONSIDERATION

RECEIVED from the within-named purchaser the within-mentioned sum of Rs. 40,00,000/- (Fourty Lakhs) only being the full and entire consideration money in the manner hereunder written.

<u>Date</u>	<u>Drawn on</u> <u>(Bank's Name)</u>	<u>In favour of</u>	<u>D.D</u> <u>No.</u>	<u>Amount</u> <u>RS.</u>
10.5.13	UBI		053485	4,00,000/-
10.5.13	Cash			36,00,000/-

Paid by Cash - 31,00,000/- (Thirty One Lakhs)

Total Rs. 40,00,000/-

Witnesses:

1. Sushantale

Sumita Dhar

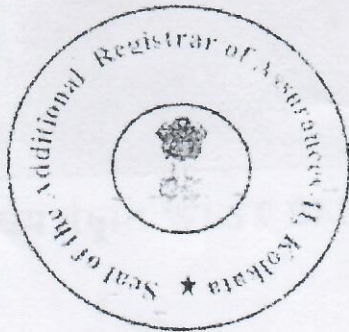
Signature of the Vendor

2. Patika Chand

3. Gopal Datta.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 2101 to 2125
being No 06635 for the year 2013.



(Dulal chandra Saha) 13-May-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal