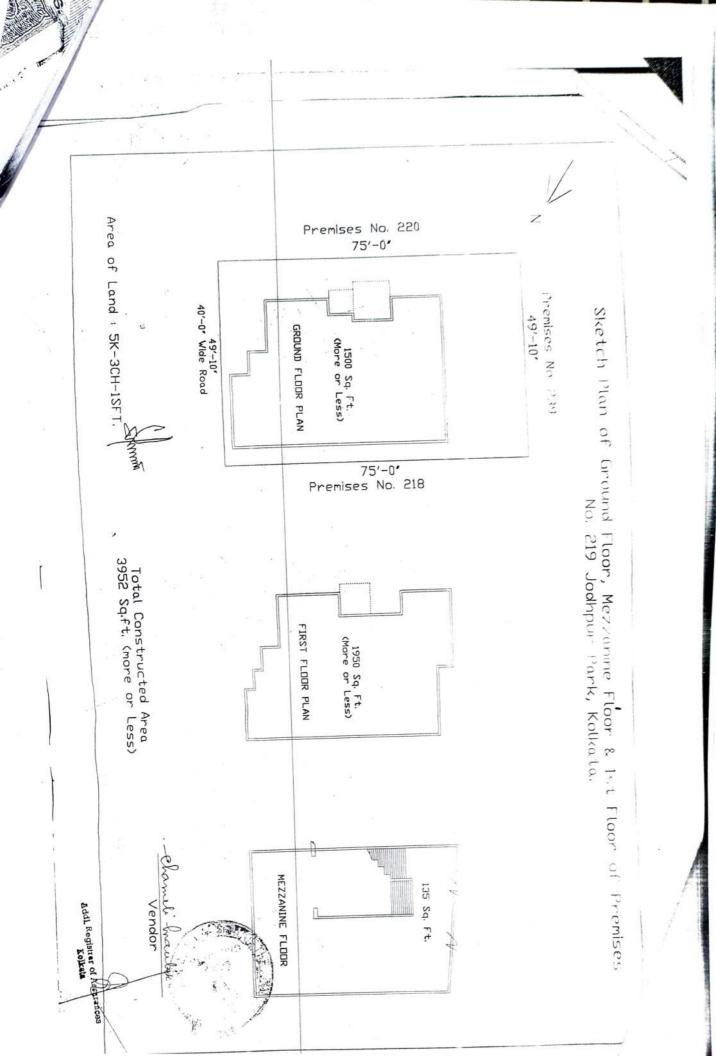
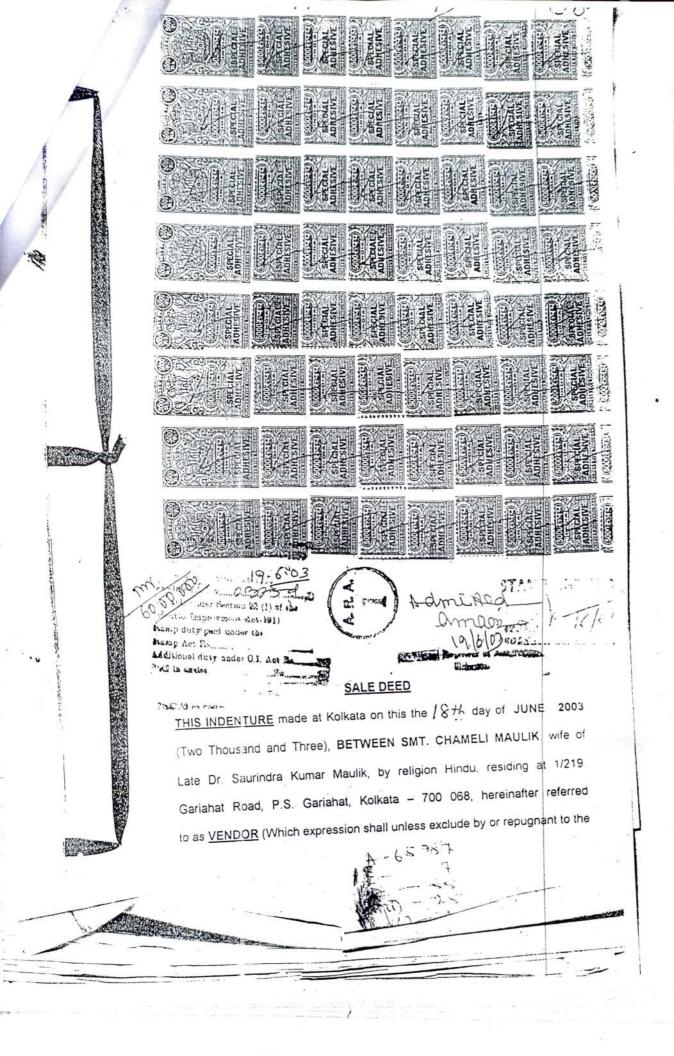
Sale Dear YEAN 2003. 10 Rs. 8261 20 सन्यमव जयत) WERE ARE ARE INDIA TEN RUPEES 0 15:6.03 4219 8286 PRONSS 1010 No - 8264 :30 Partitive Paper Ind 1 Loryna Fee Canine I 7.00. Beroidag Charge, acid an. P (1) 1) F ( ) ---· · · · A . · · , inter a composition ..... tore a way one. 1910 - and more the the ways a site and the A. 00 20.00 2444 & War .... 19:50 Non dina ni . 13=50 Start Bree Line Sugar 1 in it mis so i > Par solar ten AH9/ Ding ".92 hogister of Louise Rassenttik Re 1 25.6.0> States -

53772 IORS. HARISH CHANDRA JAISWAL B Com. L L.B. Advocate Metropoliton Magistrate's Court ---12 r) 2 5 JUN 2003 R.M PANJAN MUKH 10 ware Track a bracket strate state





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context be deemed to mean and include her and her respective heirs. executors, administrators, representatives, assignees and nominee or nominees) of the FIRST PART AND DR. UTPAL RAY, son of Late Rama Prasanna Ray, residing at Flat No. 115A at premises No. 1A, Ballygunge Circular Road, Kolkata – 700 019, hereinafter referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives assigns and/or nominees) of the SECOND PART.

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Ani Road 3/0-Lali 2/1 A. 2/-1 A. 2/-1 A. 2/-1 A. 2/9 Garia . Granahal WHEREAS SMT. CHAMELI MAULIK, the vendor herein had purchased and acquired absolute right, title, interest claim demand whatsoever being a portion of premises no. 1, Gariahat Road, Calcutta – 700 068 described by the Housing Society as Plot No. 219 of the Tollygunge Scheme Jodhpur Club Land) measuring about 5 Cottah 3 Chittaks 1 Sq.ft. now comprising of Premises No. 1/219, Gariahat Road, P.S. Lake, Kolkata – 700 068, as morefully described in the First Schedule hereunder written. by an Indenture executed on 20-06-1959, from Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Ltd. and the same was registered in the office of the Joint Sub-Registrar Alipore at Behala and recorded in Book No.I, Volume No. 30, at Pages 99 to 114, being No. 2001 for the year 1959

AND WHEREAS the said SMT. CHAMELI MAULIK, the vendor herein got her name mutated in the records of the Calcutta Municipal Corporation and the said plot was mutated and recorded as Premises No. 1/219. Gar ahat Road, Calcutta – 700 068 and was seized and possessed of the same as the absolute and sole owner thereof.



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AND WHEREAS the Vendor obtained sanctioned building plan being no. 356, Dist-T, dated 26-11-1960 from the competent authority of the Calcutta Municipal Corporation for construction of three storied building and constructed the said three storied building as per sanctioned plan during the period from 1960 to 1961.

AND WHEREAS the Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land being a portion of Premises No.1, Gariahat Road, measuring 5 Cottah 3 Chittaks 1 Sq.ft., lying and situate in Mouza Gobindapur, Pargana Khaspur, P S – Lake, Registry Office – Alipore, being Premises No. 1/219, Gariahat Road, Calcutta – 700 068 also known as 219 Jodhpur Park, Kolkata – 700 068, morefully described in the First Schedule hereunder written together with a three storied building thereon or a part thereof (hereinafter referred to as the "said Demised Premises").

AND WHEREAS the vendor represented to the purchaser that she has the absolute, right, title and interest in the Said Demised Premises and sufficiently entitled to sell the same or part thereof

AND WHEREAS the vendor has agreed to sell the entire Ground Floor. Mezzanine, First Floor together with common right in Garage and servant quarter and other open space available in the Said Demised Premises to the purchaser and on the above representation of the vendor, the purchaser has agreed to purchase the entire Ground Floor, Mezzanine, First Floor and the absolute right in Garage and servant quarter together with 2/3<sup>rd</sup> undivided share in the land and in the common areas and other open space available in the said Demised Premises, being the Premises No.1/219, Gariahat Road, Calcutta – 700 068, more fully described in the Second Schedule hereunder written and in the Sketch Plan annexed hereto delineated and market with Bure.

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AND WHEREAS pursuant to an Agreement for Sale executed on August 29,1998 between the Vendor of the One Part and the Purchaser of the Other Part, the Vendor agreed to sell and the purchaser agreed to purchase ALL THAT the entire Ground Floor measuring 1500 Sq. Ft. (more or less), Mezzanine Floor measuring 135 Sq. Ft., First Floor measuring 1950 Sq. Ft. together with absolute right in Garage and servant quarter aggregating a total constructed area of 3952 Sq.ft. together with 2/3rd undivided share in the land and in the common areas of the building and other open space available in the said Demised Premises, more fully described in the Second Schedule hereunder written and in the Sketch Plan annexed hereto delineated and marked with Green Borders at or for a price of Rs.60,00,000/- (Rupees Sixty Lacs) only free from all encumbrances and charges. The Purchaser paid the said sum of Rs.60.00,000/- (Rupees Sixty Lacs) only through account payee Cheques being No. 175964 dated 22-08-1998 and No. 175966 dated 29-08-1998, both drawn on ANZ Grindlays Bank, Sarat Bose Road Branch and took possession of the above said portion of the building and facilities in the said demised premises.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in consideration of the sum of Rs.60,00,000/- (Rupees Sixty Lacs) being the amount paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same release discharge and acquit forever the Purchaser and the said demised portions absolutely and forever) the Vendor doth hereby grant transfer sell convey assign and assure unto and in favour of the Purchaser, absolutely and forever, free from all encumbrances habilities, attachments and other defects in the title whatsoever ALL THAT the entire Ground Floor measuring 1500 Sq. Ft. (more or less), Mezzanine Floor measuring 135 Sq. Ft. , First Floor measuring 1950 Sq. Ft. together with absolute right in Garage and servant quarter aggregating a total constructed area of 3952 Sq.ft. together with 2/3rd undivided share in the land and in the common areas of the building and other open space available in the said Demised Premises, being the Premises No. 1/219, Gariahat Road, Calcutta -700 068, more fully described in the Second Schedule hereunder written and in the Sketch Plan annexed hereto delineated and marked with Blue Borders TOGETHER WITH proportionate, undivided, impartible ownership right on ALL THAT piece and parcel of land being a portion of Premises No.1, Gariahat Road, measuring 5 Cottah 3 Chittaks 1 Sq.ft., lying and situate in Mouza Gobindabur, Pargaria Khaspur, P.S. - Lake, Registry Office - Alipore, being Premises No. 1/215, Gariahat Road, Calcutta - 700 068 also known as 219 Jodhpur Park, Kolkata - 700 068, morefully described in the First Schedule hereunder written TOGETHER WITH the all connected passage, tap water connections, free from all encumbrances and liabilities whatsoever enjoyment of the said Premises AND TO HAVE AND HOLD OWN POSSESS AND ENJOY the same and every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of Purchaser, their successor and assigns, forever freed and discharge from or otherwise by the Vendor.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER

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That notwithstanding any acts, deeds or things whatsoever by the Vendor or by any of her predecessors in title done or executed or knowingly suffered to the contrary, the Vendor had at all material time and still now have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure the said demised portions being part of the said demised premises. Together With all easement rights and other facilities hereby granted sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid <u>AND</u> the Purchaser his successors and assigns shall at all times hereafter peacefully and quietly enter into hold, own possess and enjoy the said demised portions and every part thereof without any lawful eviction, hindrance, interruption disturbances, claims or demands whatsoever from or by the Vendor or from any person or persons lawfully or equitably claiming any right or estate thereof, from, under or in trust for the vendor.

and sign all applications, That the Vendor shall hereafter at the request of the Purchaser execute recording the name of the Purchaser in the assessment book of the Kolkata Muricipal Corporation or any other local body or in any other portions in terms of these presents Government Officers or departments as owner of the said demised documents and papers for mutation and

any estate or interest whatsoever in the said demised portions together That the Vendor and all persons having lawfully or equitably claiming with all easements, rights and other areas and facilities attached thereto or any part or portion thereof from under or in trust for the vendor, the request and costs of the Purchaser, his successor and assigns, do and Vendor shall and will from time to time and at all times hereafter at the execute or cause to be done and executed all such acts, deeds matters and things whatsoever for further better and more perfectly assuring the said demised portions and the other areas and facilities attached thereto unto and to the use of successors and assigns, according to the true intent and meaning of these presents, as shall or may be reasonably required the Purchaser 9 3

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## FIRST SCHEDULE ABOVE REFERRED TO (Description of the demised premises)

ALL THAT piece and parcel of land being a portion of Premises No 1 Gariahat Road, measuring 5 Cottah 3 Chittaks 1 Sq.ft, lying and situate in Mouza Gobindapur, Pargana Khaspur, P.S. – Lake Registry Office – Alipdre being Premises No. 1/219, Gariahat Road, Calcutta– 700 068, within the jurisdiction of Ward No. 93, under Kolkata Municipal Corporation, together with a three storied structure executed thereon and the same is butted and bounded in the manner following :

ON THE NORTH	:	40' Feet wide Road,
ON THE SOUTH	:	Plot No. 1/239 Gariahat Road
		(also known as 239 Jodhpur Part);
ON THE EAST	:	Plot No. 1/220 Gariahat Road
		(also known as 220 Jodhpur Park)
ON THE WEST	;	Plot No. 1/218 Gariahat Road
		(also known at 218 Jodhpur.Part),

## SECOND SCHEDULE ABOVE REFERRED TO (Description of the demised portions)

ALL THAT the entire Ground Floor measuring 1500 Sq. Ft. (more or less). Mezzanine Floor measuring 135 Sq. Ft., First Floor measuring 1950 Sq. Ft. together with absolute right in Garage and servant quarter aggregating a total constructed area of 3952 Sq.ft of the three storied residential building with 2/3<sup>rd</sup> undivided share in the land and in the common areas of the building and open space available in the said demised premises being no.1/219. Gariahat Road, P.S. – Lake, Calcutta – 700 068 also known as 219 Jodhpur Park. Kolkata – 700 068, within the Municipal limit of the Calcutta Municipal Corporation, as more fully shown in the Sketch Plan annexed herato delineated and marked with Blue Borders.

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IN WITNESS WHEREOF the parties have executed these presents on the

tay month and year first above written

Signed and delivered by the VENDOR abovenamed SMT CHAMELI MAULIK chamele maulit at Kolkata

In the presence of :

1) Speele Ray AUS TIVELICOURT 1/C BALLYGUNGECIRCULAR READ KOLICATA 700019.

Maneis Dasgufta Adrocate Ingr. comi, Glautte 2

WWW DR. VTPAL RAY !

Signed and delivered by the PURCHASER abovenamed DR. UTPAL RAY at Kolkata.

In the presence of :

Conta La Ray - SA - 19 - GE CRECLAR Land Contractor

2) Manen Davogupta Jalmocale Mgt Connt. Glautte

## MEMO OF CONSIDERATION

Received from the withinnamed Purchaser, the within mentioned sum of Rs. 60,00,000/- as per memo below :-

 By Cheque No. 175964, Dated 22-08-1998, drawn on ANZ Grindlays Bank, Sarat Bose Branch.

Rs 5 00.000/-

ii) By Cheque No. 175966, Dated 29-08-1998. Drawn on ANZ Grindlays Bank, Sarat Bose Branch.

Rs. 55.00,000/-

Rs.60,00,000/-

-chameli marchin VENDOR

(Rupees Sixty Lacs only)

Witness:

Alls TIUTILI GURT 16 BALLY GLWGE CIRCULAR ROAD KOT-KATA-70009

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