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of Attorney on 1-12.99 by the notern Public At famous, Dist.

North 24. Parganas bereinsf ter carled the Vatoos (Which expression shall unless excluded by or repugnant to the context be deemed to include his being, executors, administrators, representatives and assigns) of the ONE Part

North Strangers, Britis

At 118, Green Park, Mick 'A', Calcutta -700055 under Lake Town
Police Station in the district of North 24- Parganas, by religion
Himiu, by Occapation housewife, hereinafter called the purchaser

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(which expression shall unless excluded by or regularing to the context be deemed to include her belief executors, administrators, representatives and assigns) of the Order Prof.

WHEREAS

A. By virtue diverse punihase one is summigneeram Bangur and Company, a Partnership fire became owners amongst others ALL THAT Piece or parcel of land comprised of C.S. Plot (Dag) No. 1274/1332, 1295 and 1296 under Khatian Nos. 880, 120, 79, J.L. No. 180, fouri Nos. 228 and 229 of Mouza Krishnapur under Rajarbat Police Station in the District of 24- Pargamas (North).

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B. By an Indenture of Conveyance Mated 19th day of August, 1949 made between Ran Coowar Marker, Markings Dangur, Gobind Lal Bangur, Gokul Chand Bangur and Markingdas Bangur, the partners of the said firm Messrs. Mugneeran Bangur and company therein jointly called the Veniors of the one part and one Amalgamated Development limited therein walled the Purchaser of the Other Part and Registered at Cossisor Bom Dum Sib-Registration Office in Book No. 1, Walland No. 54 at pages 1 to 52 Being No. 3423 for the year 1949 the said Ran Coowar Bangur and four others for the consideration therein mentioned granted sold transferred and



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Conveyed up to the said Amalgamated Development Limited all that a piece or parcel of land being C.S. Flot (Dag) Nos. 1274/1332, 1295 and 1296 of Mousa Krishnapur.

C. The said Amalgamated Development Limited has since properly developed the said land namely C.S.Flot (Dag)

Nos. 1274/1332,1295 and 1296 and other contigious lands being to it by opening but land Constructing roads and drains along side the said roads and divided the lands into several blocks and further Sub-divided into small self contained buildingsites or plots according to scheme Flan and numbered



the scheme plots consecutively as 1,2,3 etc. for indentification and named the shole scheme as 'Bangur Avenue'.

- According to development scheme Plan as aforesaid the achene Flot No. 81, Mock-"A" of Bangur Avenue measuring an area of 5 Cottahs 10 Chittacks and 14 square feet comprised in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza- Krishnapur was Corned.
- On revisional Survey Settlement the land comprised in C.S. Flot (Dag) No. 1274/1332/and 1296 of Mouza-Krishnapore have since been transferred to Mouza-Shyamnagar, J.L. No. 32/20,



Police Station Dum Dum thos Lake Town dde to division of Houza Krishnapore and the said C.Ss. Plot (Dag) Nos. 1274/1332,1295 and 1296 were changed and remimb toda.

F. By and Conveyance dated the 16th day of July, 1958 made between the said Amalgamated Development Limited therein called the Vendor of the One Part and One Ha Maity therein called the Purchaser of the Other part and Registered at the Cossipore Dum Dum Sub-Registration Office in Rock No. I, Volume No. 179 at Pages 88 to 96 Being No. 5260 for the year 1958 the said



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Amalgamated Development Limited for addition consideration therein mentioned granted sold transferridgend Conveyed unto the said Sat. He Maity Allahat a piece Dryparcel of vacant land hereditements and grantes measuring an area of 5 cotths 10 chittachs and 1 reverse lest by the same a little more or less being scheme Flot No. 31 of Hock-1A of Bangur Avenue, Calcutta -700055 comprising in part of C.S. Flot (Dag) Nos. 1274/1332,1295 and 1296 of Nousa Krishnapore as fully and specifically described in the schedule thereunder

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written and delineated in the map or plan annexed thereto and thereon bordered in 'Pink' Lines.

- G. The said Smt. Ha Maity thereafter started erection of dwelling house on the Western portion of the said plot of land P-81 of Hock-'A' of Bangur Avenue (Salcutta-700055) according to sanctioned building Flan of the South Dun Dun Municipality leaving a piece or Vacant land measuring an area of 1 cottah 8 chittacks more or less.
- H. By a Conveyance dated the 24th day of June, 1964 registered at the Office of the Sib-Registrar Cossipore Dum Dum in

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Book No. I, Volume No. 79, at pages 65 to 89, Being No. 5075 for the year 1964 the said Sat. Ha Maity for the consideration therein mentioned indefessibly conveyed to her sister Smt. Goota Maity All That a piece or parcel of land measuring an area of 4 cottahs 2 chittacks and 14 aft. be the same a little more or less together with incomplete building thereon standing situate and lying on the Western Portion of Flot No. 81 of Hock A: of Bangur Avenue (Calcutta-700055) as fully described in the Schedule thereunder written with condition to recovery the mame if and when the said Sat. Ha Maity would repay the said consideration money.

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- I. By a Conveyance registered at the Office of the Cossipore Dum Dum Sab-Registration Office in Book No. I, Volume No. 61 at pages 296 to 300 Being No. 4913 for the year 1968, the said Smt. The Eaity for consideration therein sold and conveyed to One Binal Ghosh All That vacant land measuring an area of 1 cottab and 8 chittaks be the same a little more or less situate and lying on the Eastern Portion of Scheme Flot No. 81 as fully described in the map or plan annexed thereto marked and shown as Lot 'A' and thereon Bordered in "RED".
- Detween the said Smt. Geeta Maity and Smt. Ha Maity and registered at the Alipore District Registration Office in Book No. I, Volume No. 83 at pages 16 to 19 being No. 2347 for the year 1971 the said Geeta Maity on getting back the said consideration money reconveyed in favour of the said Smt. Ha Maity All That the said property being piece or parcel of land measuring an area of 4 cottahs 2 chittacks and 14 square feet be the same a little more or less together with the brick built dwelling house thereon standing situate and lying at and being demarcated Western portion of Scheme Flot No. 81 of Hock-'A' of Bangur Avenue, Calcutta-700055 as fully described in the schedule thereunder written.
- K. The said Smt. Ha Maity with a view to sell the said property being land measuring an area of 4 cottahs 2 chittacks and 14 sq.ft. together with the building thereon standing situated on the Western portion of Scheme plot No. 81 divided the said property into

Plan, the demarcated Eastern Portion containing land an area of 1 cottah 11 chittacks and 18 square feet be the same a little more or less together with brick built construction structure thereon standing marked and shown as lot '3' and the demarcated Western portion thereof containing land area of 2 cottahs 6 chittaks 3 sq.ft. be the same a little more or less together with brick construction/structure thereon standing was marked and shown as Lot 'C' in the Plan annexed thereto.

By and Indenture of Conveyance dated 6th of March, 1972 and made between the said Sat. Ha Maity therein called the Vendor of the first part and one Soroj Ranjan Maity therein called the confirming party of the second part and One Rina Guha therein called the purchaser of the Third part and Registered at the Alipore District Registeration Office in Book No. I, Volume No.21 at pages 45 to 52 Being No. 744 for the year 1972 for the Consideration therein mentioned granted sold transferred and conveyed unto the said Rine Guha All That brick built construction/dwelling house together with the piece or parcel of land thereunto belonging on part whereof the same is erected or built containing an area of 2 cottans 6 chittacks and 3 square feet be the same a little more or less situate and lying at and being Western Portion of Plot No. 81 of Block "A" of Bangur Avenue, Cal- 700055 being Western part of Municipal Holding No. 366 (formerly No. 365) of Bangur Avenue comprised in part of C.S. Flot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza Krishnapore more fully

and particularly described in the schedule thereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'C' and thereon bordered in RED lines.

By an Indenture of conveyance dated 6th day of March 1972 and made between the saidella Waity therein called the Vendor of the First part the gald Smi Saroj Ranjan Maity therein called the Confirming party of the Second part and one Binal Kumar Bhattacharjee therein called the purchaser of the Third part and Registered at the Althore District Registration Office in Book No. I, Volume No. 29 at pages 31 to 35 being No. 745 for the year 1972 the said Sat. Ha Maity for the consideration therein mentioned granted sold transferred and conveyed unto the said Bimal Kumar Bhattacharjee All That brick built construction/ dwelling house together with the piece or parcel of land there unto belonging on part thereof the sang is erected or built containing an area of 1 cottah 11 chittacks and 18 sq.ft, the same a little more or less situate and lying at and being Eastern Portion of plot No. 81 of Block - "A" of Bangur Avenue, Cal.55 being Eastern part of Municipal Holding No. 366 (formerly No. 263) of Bangur Avenue Comprised in part of C.S.Plot (Deg) Nos. 1274/1332, 1295 and 1296 of Mouza-Krishnapore more particularly described in the schedule thereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot . B! and thereon bordered in 'RED' lines.

N. By an Indenture of conveyance dated 21st day of Jan. 1993 made between the said Bimal Kumar Shattacharjee therein called the vendor of the One Part and the said Sri Debabrata Sen the Vendor herein therein called the purchaser of other part and registered at the Bidhan Nagar(Saltlake City) Sub-Registration Office in Book No. I, Being No. 369 for the year 1993 the said Binal Kumar Bhattacharjee for the consideration therein mentioned granted sold transferred and conveyed unto the said Sri Debabrata Sen the Vendor herein All That two storeyed brick built building together with the piece or parcel of land thereunto belonging whereon or on part whereof the same erected built containing by measurement an area of 1 cottah 11 chittacks and 18 square feet more or less situate and lying at and being eastern portion of plot No. 81 of Block "A" of Bangur Avenue, Calcutta - 700055 being Eletern Part of Municipal Holding No. -99 (formerly 366 prior thereto 263) of Bangur Avenue comprising in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 more particularly described in the schedule thereunder as well as hereunier written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'B' thereon bordered in RED lines.

O. By and another Indenture of Conveyance dated 19th day of Way, 1993 made between the said Smt. Rina Guha therein called the Vendor herein therein called the Vendor of the One part and the said Sri Debabrata Sen the Vendor herein therein called the

the purchaser of the other part and registered at the Bidhan Nagar (Salt Lake City) Sub-Registration Office in Book No. I Being No. 3877 for the year 1993 the said Sat. Rina Guha for the consideration therein mentioned sold transferred and conveyed unto the said Sri Debabrata Sen the Venicr berein All That two storeyed brick built building together with the piece or parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing an area of 2 cottahs 6 chittacks and 3 aft ... be the same a little more or less situate and lying at and being We stern Portion of Plot No. 81 of Block-'A' of Bangur Avenue (Calcutta -55) being Municipal Holding No. 98 (formerly No. 366 prior thereto 263) of Bangur Avenue comprised in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 more particularly described in the schedule thereunder as well as hereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot'C' and thereon bordered in 'RED' lines.

- P. Thus the said Debabrata Sen became absolutely seised and possessed of and otherwise well and sufficiently entitled to the plot of land marked as Lot 'B' and Lot (C' being Plot No. 81 of Block -'A' of Bangur Avenue, Cal-55 under Lake Town Police Station in the district of North 24-Pargamas.
- Q. After his purchases as aforesaid, the said Sri Debabrata Sen the vendor herein got his name mutated as the owner of the said plot No. 81 of Block 'A' of Bangur Avenue Marked as Lot '3' & Lot'C'.
- R. On the Application of the said Venior the South Dum Dum Municipality amalgamated the said two portions of the said plot of

of land marked as Lot 'B' and Lot 'C' and on such amalgamation the said plot No. was: numbered as 81 of Hlock.'A' of Bangur Avenue (Calcutta_55) and a new Holding numbered was given as 98 & 99 of Bangur Avenue.

- 5. The Vendor got a building plan in the name of the Vendor or sanction by the South Dum Dum Municipality being Plan No. 916 dated 18/02/1993 the construction of The Storeyed building for the present in the said property.
- T. The Sanctioned building plan comprised of self contained flats, shops, garage and other commercial spaces in the ground floor.
- U. The Vendor decided to sell the flats or spartments is the said building on Ownership basis.
- V. The Vendor also decided to sell shops, car parking space and other Commercial spaces or godown spaces on the ground floor of the said building.
- W. The purchaser has taken inspection of the lay out plan and has made herself acquainted with marketable title of the Vendor for purchasing the flat in the said building.

AND WHEREAS the said Vender doe to his necessity of money intants to sell out the above mentioned flat being premises No. 81 Bangur Avenue, Cal-55 on 4th floor measuring super built up area 865 aft. together with undivided proportionate share and interest in the land described in the Schedule "A" & "D" herein

Written for the consideration of Rs. 4,75,750.00/- (Rupees four lacs seventy five thousands seventy five zero) only and the said flat described in the Schedule 'D' hereunder written, the purchaser who has agreed to purchase the same on the above mentioned Consideration.

NOW THIS INDENTIRE WITNESSETH, that in purguance of the said Agreement and in consideration of the said sm of Rs. 4,75,750/-(Rupees four lacs seventy five thousands seven hundred fifty) only of the lawful money paid by the Purchaser to the Vendor on or Before the execution of these presents (the receipt whereof the Vendor, do hereby admit, acknowledge) and all and from the payment of and discharge the purchaser and also the said Unit with common parts and proportionate and the easement right and the Vendor do hereby grant, comey, transfer, assure and assign unto in favour of the purchaser all that flat being premises on the 4th floor containing of an area as stated in the Schedule built up area 865 sq.ft. the said Unit described in the Schedule 'D' hereunder written and all that undivided proportionate share and interest in the land in which the said unit is situated being a portion of premises No. 81 Bangur Avenue, Calcutta. 700 055 being Municipal Holding No. 98 and 99 within the jurisdiction of South Dum Dum Municipality described in the Schedule "A" hereunder written with right of common parts in common with other owners/ occupations of the said building hereunder referred as common parts and also the right to uses the common proportionate share with the Co-Owners

subject to the limited and restricted right to the user of roof TO HAVE AND TO HOLD the said flat on the 4th floor at premises No. 81 Bangur Avenue, Cal.55 undivided proportionate share or right and interest of the land described in the Schedule "A" hereunder written and hereby granted sold, conveyed or transferred with common parts for the Venier has good right, full power absolute authority and indefeasible title to grant, comey, sell and transfer, assign and assure the said property hereby granted, sold and transferred and conveyed or expressed or entitled so to be unto and to the use of the purchaser and the purchaser shall and may at all times bereafter possible and quitely possess and enjoy the said flat measuring super built up area measuring 865 sq.ft. and every part thereof and received rents, uses and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawful or equitable claiming from under or in trust for other and the Vendor shall and will from time to time at all times hereafter at the request and cost of the purchaser, heirs, executors, administrators, representatives do and execute or caused to be done or execute all such acts, deeds and things whatsoever for further better and more perfectly assuring the said unit every part thereof unto and to the use of the purchaser according to the true intent and meaning of this deed as shall or may be reasonably required and the said unit and the undivided proportionate share of the said land including common portion, the common parts, common easement right, paths and passages and all other proportionate hereby conveyed in the said building are freed discharged from and against all manner of encumbrances trust liens lispendens etc. whatscever the purchaser shall use the flat on the 4th floor for the residential purpose only the purchaser shall also pay from the date of

Municipal rates and taxes which shall be payable from time to time and at all other impositions including betterment fees, if any in that behalf which shall be decided between the purchaser and all other purchaser or occupiers of the flats of the building. The Purchaser undertake to be a member of the Society or Association to be formed consisting of all the purchasers, Owners or occupiers of the flat for the purpose of management maintenance administration and all the said premises and in particular the common parts of the building and common portions of the premises.

The Purchaser have examined the plan, the title of the Vendor to the said property and the common parts and the common portions and the facilities provided or being provided in the said building including the said unit and has fully satisfied herself with regard to the title of the Vendor the plan and the nature scope and extent of the benefits of the interest provided to them and shall not make any claim or demand whatsoever against the Vendor in this respect.

Association in its act relating to the common purposes, the Purchaser shall not injure harm or damage common parts of the common portions or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise shall not alter the outer portion elevation or colour scheme or the said Unit of the said building or shall not throw or accumulate or cause to be thrown or accumulated any dirt or rubbish or other refuse with the said unit or in common parts of the common portions save at the place indicated thereof or shall not place or cause to be placed any articles or objects to in the common

Parts of the common portions save as permitted by the Veniers or the society be be formed and shall not carry on or caused be be carried on any obnexious injurious noisy illegal or immortal activity in the said until or anywise else in the said building or shall not keep or store any offensive combustible obnexious dangerous articles in the said unit of the common parts of the common portions.

The Seciety, association as the case may be shall have to
the exclusive right in their sole discretion to make rule and
regulations for the purpose of maintenance, security, unkeep and
administration of the general common arous and facilities and the
building as well as regulating and/or preventing the entry of the
Purchaser's agents, servants, and/or visitors the entry of the flat,
general common areas and facilities for security reasons and the
purchaser shall comply with all such rules and regulations shall
be laid down by the Society or Association.

The Furchager shall not at any time demolish or cause to be demolished damages or cause to be damaged the said flat nor take any alteration in the elevation reilings and grill designs and outside colour scheme of the said spartment.

In case of default on the part of the purchaser to make regular payment or maintenance charges and other dues and/or to comply with and carry out obligations to be observed and performed on the part of the purchaser, the Vender, Society, Association as the case may be shall be entitled to in their sole and absolute discretion without being liable for any action for loss and damages and without prejudice to take action or damages and for other reliefs to disconnect or stops supply of mater and all other amenities if any so long or the same due and payable are not paid and/or breach or breaches committed are not remedied by the Purchaser.

The Purchaser shall have Common title and interest in the soil as more fully described in the First Schedule hereunder written and which remain joint for all time with the other Co-Owners who may have or here to before have acquired right title and interest in the said land and in any flat in the said building and the said land is impartible.

The Furchaser at his own costs besides joint electric meter is entitled to instal separate electric meter from the authority for their said flat. The said flat with undivided proportionate share and interest in the land on which the said building is erected togetherwith common parts or portions and easements are heritable and transferable like other properties.

THE SCHEDULE "A" ABOVE REFERRED TO !

ALL THAT Five storied brick built building together with the piece or parcel of land thereunto belonging whereon containing an area of 4 cottabs 2 chittacks and 14 square feet be the same a little more or less situated and lying at and being plot No. 81 of Block 'A' of Bangur

Avenue Calcutta-55 being Municipal Holding No. 98 and 99

(foremerly Holding No. 366 prior thereto No. 263) of Bangur

Avenue under Ward No. 22 within the jurisdiction of South Dum

Dum Municipality under Bidhan Nagar(Salt Lake City) Sub-Registration Office (foremerly Cossipore Dum Dum) within Lake Town

(formerly Dum Dum prior thereto Rajarhat) Police Station com
prised in Pargana Kalikata-balage part of C.S. Plot (Dag) Nos.

1274/1532, 1295 and \$250 of C.S. Thatian No. 880,120,79 R.S.

Plot Nos. 411, 413, 449, 415 and 448 of R.S. Khatian Nos. 283,

287 and 524 of Mouze Sayannaigar (foremerly Mouze Krishnapore),

J.L. No. 32/20, (forbealy No. 17) R.S. No. 180 Touzi Nos. 228

and 229 in the District of North 24- Parganas.

The said plot No. 81 is butted and bounded as follows :-

ON THE MORTH : By 20' feet wide common passage.

ON THE SOUTH I BY LODE AT A THE

ON THE EAST | By Plot No. 94.

ON THE WEST : By Plot No. 80.

All of the said Block - 'A' of Bangur Avenue.

THE SCHEDULE 'B' ABOVE REFERED TO:

- A) R.C.C. Structure of the said Flat.
- B) Outside wall and out side work.

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THE SCHEDULE 'C' ABOVE REFERRED TO :

The common areas and facilities shall include as follows :-

- The land comprising in the plot No. 81 of Block-'A'
 of Bargur Avenue (Calcutta-700055) together with all rights and appurtenance belonging thereto.
- 2) The foundation columns girders, beans supports main walls corridors lobbies stairs stairs and entrance to exists from the premises.
- The yard and open spaces.
- Installation of common services such as light, water, lift, sewarege etc.
- 5) The tanks, pumps motor, pipes and in general allaperatus and installations existing fore common use.
- 6) Such other common facilities as may be specially provided for.
- 7) All other parts of the property necessary or convenient to its existance maintenance and safety or normally in common use.
- 8) The proportionate interest of the purchaser in the common areas and facilities shall be proportionate area of the land and equivalent to the area purchaser by the purchaser.
- 9) Water supply system shall consists of water supplied from South Dum Dum Municipality and by sinking a Deep tube-well storied

in underground tank and pumped to overhead tank and delivered to the flats therefrom. For deep Tube-Well and for separate Electric meter and lift to be provided to the Purchaser.

THE SCHEDULE D. ABOVE REFERRED TO

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the North Eastern Portion of the Fourth floor of the said fivestoried building in the said premises No. 81 of Block-'A' of
Bangur Avenue, Calcutta- 700 055 in the District of North 24Parganas. The total built up area agreed to be sold is 865 of t. more
or less together with area of common use and enjoyment comprised
of Two Bed rooms, One Drawing-Cum-Dining space, one Toilet and
one Verandah, Kitchen (except the roof right of the said sold
property). TOGETHER WITH undivided impartible proportionate
variable share interest and ownership in the said land fully
described in the SCHEDULE 'A' above written.

IN WITNESS WHEREOF the parties hereto hereunto set and subscribed their respective hands the Day month and year first above written.

Contd.25.

SIGNED AND DELIVERED by

the VENDOR at Calcutta

in the Presence of 1-

Subhas Ch. Basu, Advocate
Constituted Attorney in the Estate of
Debabrata Sen

277, Bangur Avenue, Block 'B' Calcutta - 700 055.

vill+P.o. udayrajfur? P.S. Banasat.

2. Nirmalya Goswania Advocata

> Po. Agarpara, saktirue Dist. 24 Pgus (N).

Drafted by 1-

Ajit Kumar Johosh

Barasat District Judges' Court. Barasat, 24 Pgs.(N).

Typed by 1-

Subjoky. gwolh.

(SUBIR KR. GHDSH) BARASAT JUDGES' COURT. BARASAT.



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(D. B. R. - II)

27-7-2000

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