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148704

STAMP AFFIXED BY,

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

15.10.77

admissible under section 21 of the Stamp Act 1899
under the Indian Stamp Act, 1899
Amended by Act 126 of 1956
Amendment Act 1952 Schedule D
No. 23
and also under section 21 of the
Calcutta Stamp Act, 1914
Stamp duty
Additional duty
Paid in excess

Permission u/s 27 (2) of the U. P.
(Ceiling & Regulation) Act 1976
Dt. 12.7.77 issued by *[Signature]*
Competent authority Produced & Filed.

Certificate u/s 230A (1) of the
I. T. Act 1961

Rs 10116 - I.T. O. *[Signature]*
Rs 2000 - Dt. 12.7.77 Produced & Filed.
Rs 12116 = 20

See paid as under—

A 989 = 50
D 50 = 00
M, 25 = 00
M, 4 = 00
N 3 = 00
1071 = 50

[Signature]



14.10.77

THIS INDENTURE made this 14th day of October
One thousand nine hundred and Seventy-seven BETWEEN AJOY
KUMAR DAS son of Anadi Prasad Das deceased of No. 53B Garcha
Road in the town of Calcutta Hindu landholder hereinafter
referred to as the VENDOR (which term or expression shall
unless excluded by or repugnant to the subject or context
be deemed to include his heirs executors administrators
representatives and/or assigns) of the ONE PART and SANKAR
MULLICK, KASHI NATH MULLICK and AMAR NATH MULLICK all sons
of Chiranjib Mullick all of No. 1/1 Abinash Mitra Lane in
the town of Calcutta Hindu Landholders hereinafter referred
to as the PURCHASERS (which term or expression shall unless
excluded by or repugnant to the subject or context be deemed
to include their respective heirs executors administrators
representatives and/or assigns) of the OTHER PART :

WHEREAS

WHEREAS the said Anadi Prasad Das who was during his life time and at the time of his death seized and possessed of ALL THAT the messuage and hereditament and premises No. 53B Garcha Road in the town of Calcutta died at Calcutta on or about the 3rd day of December 1946 after having made and published his last will and Testament dated the 17th day of May 1946 and leaving him surviving his only son the said Ajoy Kumar Das and Sn. Aruna Das his only daughter.

AND WHEREAS by the said Will and Testament the said Anadi Prasad Das appointed his son Ajoy Kumar Das the Vendor herein as the Executor and Trustee thereof.

AND WHEREAS Probate of the said Will and Testament was granted on or about 13th February, 1947 by the Calcutta High Court in its Testamentary and Intestate Jurisdiction being No. 76/47 to the said Ajoy Kumar Das the Executor and Trustee appointed thereunder.

AND WHEREAS by the said last Will and Testament the said Anadi Prasad Das after bequeathing a sum of Rs.4000/- out of the net proceeds of his Policy of Insurance issued by the North British and Mercantile Insurance Co. Ltd. bequeathed the rest and residue of all his properties estate and effects whatsoever unto and to his son the said Ajoy Kumar Das absolutely and for ever providing therein that his said daughter Aruna Das shall be entitled to reside during her life time but not after her marriage in the dwelling house of the said Testator i.e. in the said premises No. 53B Garcha Road, Calcutta.

AND WHEREAS the said Sn. Aruna Das was married some time in the year 1949.

AND WHEREAS

AND WHEREAS administration of the estate of the said Anadi Prasad Das has duly been completed.

AND WHEREAS the vendor already sold granted and conveyed a divided and demarcated portion of the said premises No. 53B Garcha Road, Calcutta, being the South Western portion thereof which said South Western portion so sold and conveyed has since been separately known numbered described and assessed as 53/1 Garcha Road and the remaining portion of 53B Garcha Road continued to be numbered and described and separately assessed as such i.e. 53B Garcha Road Calcutta.

AND WHEREAS the Vendor in the events aforesaid is seised and possessed of and/or well and sufficiently entitled as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances ALL THAT the said messuage land hereditament and premises No. 53B Garcha Road in the town of Calcutta fully and particularly mentioned in the Schedule "A" hereunder written as bequeathed unto him under the said last Will and Testament of the said Anadi Prasad Das as aforesaid freed and discharged from all right of residence of the said Sm. Aruna Das she having since been married as aforesaid.

AND WHEREAS it has been agreed for sale between the said Ajoy Kumar Das as the Vendor of the One Part and the Purchasers herein of the other Part that the Purchasers will purchase All That the partly two and partly three storied brick build dwelling house together with the land thereunto contained whereon or on part whereof the same is erected and
and built

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AND WHEREAS the Vendor in the events aforesaid is seized and possessed of and/or well and sufficiently entitled as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances ALL THAT the said messuage land hereditament and premises No. 53B Garcha Road in the town of Calcutta fully and particularly mentioned in the Schedule "A" hereunder written as bequeathed unto him under the said last Will and Testament of the said Anadi Prasad Das as aforesaid freed and discharged from all right of residence of the said Sm. Aruna Das she having since been married as aforesaid.

AND WHEREAS it has been agreed for sale between the said Ajoy Kumar Das as the Vendor of the One Part and the Purchasers herein of the other Part that the ^{Vendor will both sell and the} Purchasers will purchase All that the partly two and partly three storied brick build dwelling house together with the land thereunto contained whereon or on part whereof the same is erected and
and built

and built containing by measurement Three Cottages thirteen
Chickens 22 Sq.ft. more or less shown and delineated in the
map or plan hereto annexed and thereon enclosed within red border
and fully and particularly mentioned and described in Schedule
hereunder written being a divided and demarcated portion of All
that the said messuage land hereditament and premises No. 53B
Garcia Road fully and particularly mentioned and described in the
Schedule 'A' hereunder written, and the inheritance thereof
together with all easements appendages and appurtenances thereon
belonging and all rights to the Common passage shown and defined
in the said map or plan hereto annexed as hereinafter stated at
for the sum of Rs. 1,00,000/- (Rupees one lac) only free from
all encumbrances and charges whatsoever absolutely and for ever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said
Agreement and in consideration of the said sum of Rs.1,00,000/-
(Rupees one lac) only of lawful money of the Union of India in
hand well and truly paid by the Purchasers herein of the Other Part
on or before the execution of these presents to the Vendor herein
of the One Part (the receipt whereof the Vendor do and doth herein
admit and acknowledge and of and from the same and every part
thereof do and doth hereby acquit release and for ever discharge
from their the said Purchasers and/or the premises hereunder conveyed)
He the Vendor herein of the One Part do and doth hereby indefea-
sibly grant convey sell transfer assure and assign unto and to
the Purchasers herein of the Other Part ALL THAT the partly two
and partly three storied brick built dwelling house together with
the land thereunto contained whereon and on part whereof the
same is erected and built containing by measurement an area of
Three

Three Cottahs Thirteen Chitvads twenty-two Sq. Ft. be the same a little more or less as shown and delineated in the map or plan hereto annexed and thereon enclosed within red border and more fully and particularly mentioned and described in Schedule 'B' hereunder written hereinafter for the sake of brevity referred to as the "said Premises" being a divided and demarcated portion of ALL THAT the said messuage land hereditaments and premises No. 53B Garcha Road in the town of Calcutta fully and particularly mentioned and described in the Schedule 'A' hereunder written OR HOWSOEVER OTHERWISE the "Said Premises" or any part thereof 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 structures fixtures buildings yards court-yards, privies, sewers drains paths passages commons boundary walls walls water water-courses, former or other rights lights liberties privileges easements appendages and appurtenances whatsoever to the Said Premises belonging to or in anywise appertaining to or with the same or any part thereof usually held used occupied enjoyed or reputed to belong or appertaining thereto including the benefits of the existing drains filtered and unfiltered water connections and the benefits of electric connection to the "SAID PREMISES" AND ALL that the estate right title interest property claim or demand whatsoever both at law or in equity of the Vendor into and upon the "Said Premises" hereinbefore granted and conveyed or otherwise expressed or intended so to be and every part thereof AND the reversion or reversions remainder or remainders and the rents issues and profits thereof and of every part thereof TOGETHER WITH all deeds Pottas muniments writings or evidences of title thereto relating or in

or in anywise concerning the Said Premises hercinbefore granted and conveyed or otherwise expressed or intended so to be and every part thereof which now are or at any time hereafter shall or may be in the possession custody or control of the Vendor or any other person or persons from whom the said Vendor may procure the same without any action or suit at law or in equity TOGETHER WITH full benefits of all covenants for productions of title deeds and documents given to the said Anadi Prasad Das by his immediate predecessor-in-title as appearing in the Indenture of Conveyance dated 1st November 19²³ and executed by Durga Charan Mitter in favour of the said Anadi Prasad Das and registered at Sealdah Sub Registry Office in Book No. 1 Volume No. 23 Pages 97 to 104 Being No. 222 for the year 19²³ TOGETHER WITH all rights of egress and ingress at all times during the day and night into and upon the common passage shown in the said map or plan annexed hereto made out of the remaining portion of the Said Premises No. 53B Garden Road Calcutta leading from the Municipal Road to the "Said Premises" hercinbefore granted and conveyed with full and absolute right and powers to lay over across on and underneath the said common passage, drains, water pipes, sewers electric and telephone cable lines and other pipes and appendages as may be required to be laid or drawn from the Municipal Road for the Said Premises TOGETHER WITH all rights of access of light and air and other easements over the said common passage for the benefit of the Said Premises. TO HAVE AND TO HOLD the "Said Premises" hercinbefore granted and conveyed or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchasers hercin absolutely for ever and free from all encumbrances AND the Vendor doth hereby covenant with the Purchasers that notwithstanding any act deed matter or thing done executed committed or knowingly

knowingly suffered to the contrary by the Vendor or any person or persons claiming through under or in trust for the Vendor or any of his predecessors-in-title the said Vendor is now lawfully and rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the "Said Premises" and every part thereof for a perfect and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances whatsoever and that notwithstanding any such act deed matter or thing whatsoever as aforesaid the Vendor hath now in himself good right full power and absolute authority to grant convey transfer assure and assign the "Said Premises" hereinbefore granted transferred conveyed assured and/or assigned or otherwise expressed or intended so to be unto and to the Purchasers in manner aforesaid AND THAT the Purchasers herein shall and will at all times hereafter peaceably and quietly hold possess and enjoy the "Said Premises" and receive the rents issues and profits thereof and of every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest in the "Said Premises" from under or in trust for him the Vendor or any of his predecessors in title AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all and all manner of charges mortgages liens liaspens attachments Trusts Debts liabilities and encumbrances whatsoever created by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest in the "Said Premises" from under or in trust, the Vendor or any his predecessor-in-title AND FURTHER that the Vendor and all persons having or lawfully or equitably

or equitably claiming any estate or interest in the "Said Premises" or any part thereof from under or in trust for the Vendor or any of his predecessors-in-title shall and will from time to time ^{and} or at all times hereafter at the request and at the cost of the Purchasers or any other person requiring the same do and execute or cause to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the "Said Premises" unto and to the Purchasers in manner aforesaid as shall or may be reasonably required AND the Vendor doth hereby further covenant with the Purchasers that He the said Vendor will unless prevented by fire or some inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or any other person claiming through the Purchasers or any one of them produce or cause to be produced to him or them or his or their Solicitors and Agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds documents and writings comprised in Schedule 'C' hereunder for the purpose of showing his or their title to the "Said Premises" hereinbefore granted and conveyed or otherwise expressed or intended so to be and any part thereof AND also at the like request and costs deliver or cause to be delivered unto and to the Purchasers or any other person claiming through the Purchasers or any one of them or his or their Solicitors or agents such attested or other copies or extracts of or from said deeds documents and writings or any of them as he or they may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and writings safe unobliterated and uncanceled.

SCHEDULE "A"

SCHEDULE "A" ABOVE REFERRED TO:

8/28
ALL THAT partly two and partly three storied brick-built messuage tenement and dwelling house together with the piece or parcel of revenue free land whereon or on part thereof the same is erected and built containing by estimation Five Cottahs One Chittacks and 9 Sq. Ft. be the same a little more or less situate lying at and being premises No. 53B Garch Road within the Municipal limits of the town of Calcutta Thana Ballygunge Sub-Registry Sealdah Registry Alipore 24-Parganas comprised in Hold No. 363 Mouza Beltolla Dehi Bhowanipur Sub Division P Division V Dhi Panchannagram and butted and bounded in the manner following that is to say,

ON THE NORTH - by 53A, Garcha Road.

5/22
ON THE SOUTH - Partly by 53/1, Garcha Road. and partly by Garcha

ON THE WEST - Partly by Garcha Road & partly by 53/1 Garcha Road.

ON THE EAST - By 50D, Garcha Road.

SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT partly two and partly three storied brick-built and dwelling together with the land thereto containing measuring 3 Cottahs 13 Chittacks 22 Square feet more or less whereon or part thereof the same is erected and built being the divided and demarcated portion of the premises No. 53B, Garcha Road in the town of Calcutta P.S. Ballygunge in 24-Parganas Registry Alipore Sub-- Registry Sealdah ~~AND BUTTED~~ and Bounded in the

manner

-: 10 :-

manner following : That is to say:

- ON THE NORTH - by Premises No. 53A, Garcha Road
- ON THE SOUTH - Partly by 53/1 Garcha Road; partly by common passage and partly by the remaining portion of 53B Garcha Road
- ON THE WEST - By Garcha Road and
- ON THE EAST - Partly by premises No. 50D, Garcha Road and partly by common passage

SCHEDULE "C" ABOVE REFERRED TO :

LIST OF TITLE DEEDS.

- (1) Original Conveyance dated 1st September 1913 between Abdul Rob & Others to Durga Charan Mitra.
- (2) Original Conveyance dated the 5th day of October 1918 between Satya Charan Mitra of the 1st part, Durga Charan Mitra of the 2nd part and Nagendra Nath Roy of the 3rd part.
- (3) Original Conveyance dated the 28th day of February 1923 between Nagendra Nath Roy and Durga Charan Mitra.
- (4) Original Conveyance dated 1st November 1928 between Durga Charan Mitra and Anadi Prosad Das.
- (5) Original Agreement dated the 7th day of March 1929 between Surya Kumar Akuli and Anadi Prosad Das.
- (6) Original Probate together with will granted on 13th day of February 1946.
- (7) Municipal rate Bill for the 4th quarter 1955-56 (owner's share).

IN WITNESS

11 :-

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

Ajoykumar Das

SIGNED SEALED AND DELIVERED
at Calcutta in the presence
of :-

S. K. Chatterjee
Solicitor, Calcutta
Suresh Chandra Mukherjee
8/2 Hazratganj St. Calcutta

Received of and from the within-named Purchasers the within-mentioned sum of Rs. 100000/- (one Lakh) only in full of the consideration money of their presents as per particulars below :-

By way of Earnest Money paid on 26.3.76	Rs. 1000/-
By way of Part payment of Purchase price paid on 24.7.77	Rs. 5000/-
By way of Part payment of Purchase price paid on 10.10.77	Rs. 48000/-
By 460 (four hundred sixties) Rupees R. B. Notes @ Rs. 100/- each paid on this day	Rs. 46,000/-
Postal Rupees	Rs. 10000/-

Rupees one Lakh only.

Witness

S. K. Chatterjee
Solicitor, Calcutta
Suresh Chandra Mukherjee

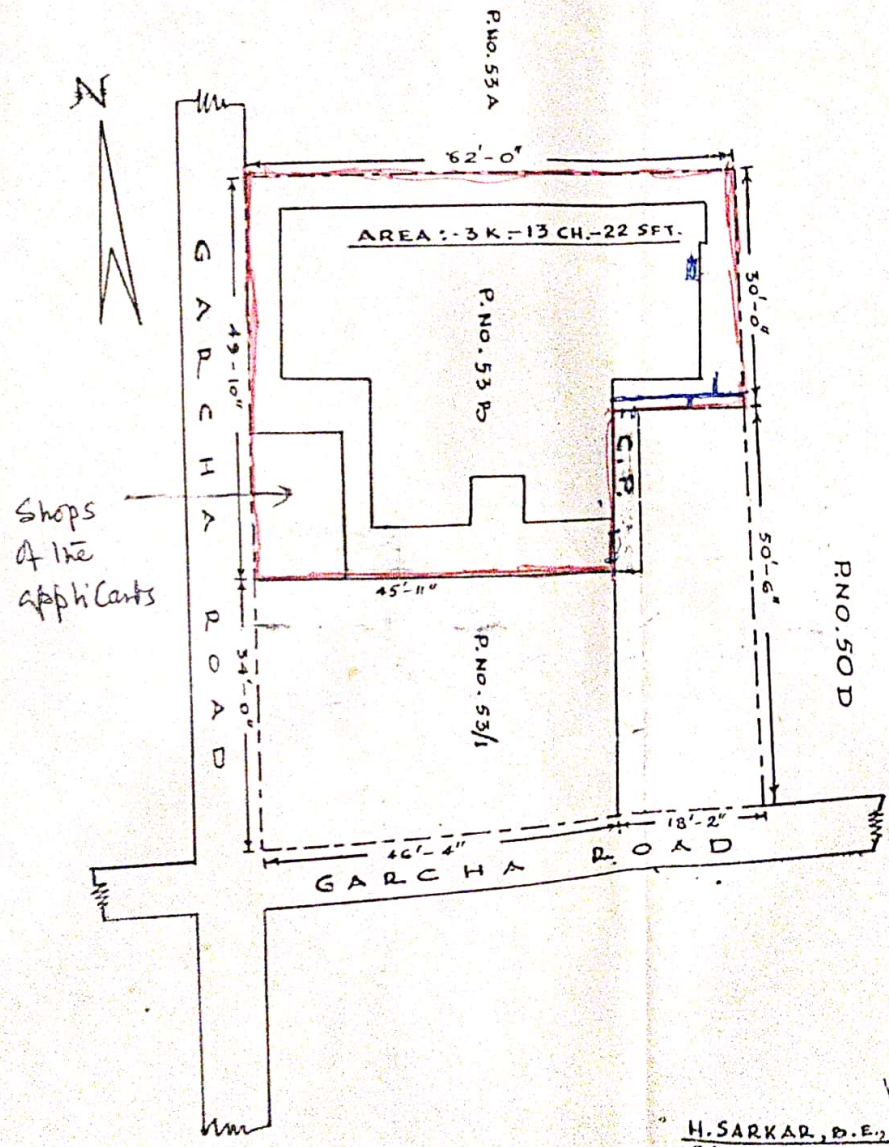
Ajoykumar Das

VIEWANCE PLAN OF

PRE. NO. 53 B, GARCHA ROAD, CALCUTTA

SCALE :- 20 FT. = 1 INCH

REF :- PRE. NO. 53 B. SHOWN IN RED BORDER



H. SARKAR, D.E., C.E., F.I.E., F.I.S.,
B/2, HASTINGS STREET,
CALCUTTA-3

Handwritten signature