

4402

3054

5000Rs.



10/2/97  
 20/8/97  
 M. R. Roy  
 26/1/97

Act of the Government of the State of Madras No. 2324

13050-00

Act 101

15280-00-15 P.A. = 16392

18280-00-7-16467

Dist. Sub-Registrar  
 South of Parganas  
 20-6-97

THIS DEED OF CONVEYANCE made on this the 20th day

of June, One Thousand Nine Hundred and Ninety Seven

BETWEEN SRI SUJIT NATH ROY son of Late Paresh Nath

Roy, a Hindu aged about 46 years, residing at 86/1, Chandi

Ghosh Road, P.S. Regent Park, Calcutta-700 040, hereinafter

known as "THE VENOR" (which expression shall unless excluded

from the context be deemed to mean and include

executors, administrators, legal representatives

and assigns) of the ONE PART A N D SRI BHABA SUNDAR PANTA

son of Sri Sankarananda Panda, a Hindu by occupation

Accountant, aged about 38 years, residing at 12/1/P

Chandi Ghosh Road, P.S. Regent Park, Calcutta-700 040,

Rs 1221/- realised

as per M. R. No. 1775

dt. 15/7/97

Contd..P/2.

Dist. Sub-Registrar  
 South of Parganas

15/7/97

Serial No. 6702  
 Sold to Tapan Kumar Manna (Att)  
 of Small Causes Court  
2-13, K-S, Kalyan, Cal-1  
 Collectorate,  
 Treasury  
 Date 2-6-1987 Treasurer



Presented for registration  
 1-20 AM/P.M. on the 20th  
 day of June 1987 at  
 Add. Sd/- Registrar  
 at Alipore  
 By Sd/- Manna  
 claimant  
 claimant  
 Attorney  
20 JUN 1987

Sd/- Nath Ray  
Kali Prasad  
86/1 Chandi  
Ray  
20 JUN 1987

Sd/- Nath Ray  
20/6  
Sd/- Nath Ray

Tapan Kumar Manna,  
 Advocate  
 Small Causes Court Bar  
 Association Cal-1

Tapan Kumar Manna  
Advocate  
20 JUN 1987

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hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART :

WHEREAS by a Bengali Kobala dated 17th December, 1948 made between one Mohini Mohan Mallick, son of Ashutosh Mallick therein described as "Kobala Data" (Transferor) of the ONE PART and Paresh Nath Ray and Surath Nath Ray both sons of Janaki Nath Ray therein described as "Kobala-Grehita" (The Transferees) of the Other Part and duly registered on the 17th December, 1948 with the Office of the Sader Joint Sub-Registrar at Alipore which was entered in Book No. 1, Volume No. 85 Pages 6 to 11 being Deed No. 4428 for the year 1948 the said Paresh Nath Ray and Surath

Contd..P/3.

Serial No. 8703  
 Sold to Shri. S. K. Manna (A)  
 of Small Pans Court  
203, K. S. B. P. (C-1)  
 Calcutta Coll. torato,  
 Treasury  
 Date... 26/10 1957 Treasurer

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Nath Ray jointly acquired and purchased for a valuable consideration mentioned therein ALL THAT Mourashi Mokarari Kheraji piece or parcel of land measuring about 1 (one) Cottah 4 (four) Chittacks and 36 (thirty six) Sq. ft. together with a single floored brick built building constructions, messuages, tenements and hereditaments standing thereon or on part thereof; the particulars of which are morefully described in the Schedule thereunder written which premises is now known and numbered as premises No. 86/1, Chandi Ghosh Road, within the Calcutta Municipal Corporation Ward No. 97 and P.S. Regent Park within the town of Calcutta.

AND WHEREAS since the date of such purchase the said Paresh Nath Ray and the said Surath Nath Ray were

Contd..P/4.

Contd..P/5.

Serial No. 6702  
 Name T. P. Gov. K. S. Manu (Adv.)  
 Address Cons. Conf.  
2-83, K. S. 107, RD. Col-11  
 District ...  
 Date 26/1/1952 Treasurer ...

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all along seized and possessed of and holding, using occupying and enjoying the said premises as absolute owners thereof.

AND WHEREAS the said Surath Nath Ray died intestate on or about 12th. October, 1985 leaving behind and surviving him his only widow Smt. Sabita Ray and four daughters namely (1) Smt. Krishna Bhadre wife of Suprabhat Bhadra (2) Smt. Subhra Chowdhury wife of Netallal Chowdhury (3) Smt. Kakuli Bhaduri wife of Subrata Bhaduri and (4) Smt. Sonali Ray as his sole legal heirs who jointly became entitled to his undivided 1/2 share in the said premises being the ~~xxx~~ premises No. 86/1, Chandi Ghosh Road, Calcutta in equal shares.

AND WHEREAS the said Paresh Nath Ray and Surath Nath Ray have constructed the first floor and Second floor in the said premises 35 years ago and lawfully seized and possessed of the entire premises since then.

AND WHEREAS by a Deed of Partition dated 15th June, 1988 made between the said Sri Paresh Nath Ray of the One Part and the said Smt. Sabita Ray, Smt. Krishna Bhadra, Smt. Subhra Chowdhury, Smt. Kakuli Bhaduri and Smt. Sonali Ray being all the heiresses and legal representatives of the said Late Surath Nath Ray of the Second Part and duly registered with the office of the Sub-Registrar of Alipore in Book No. 1 as Deed No. 6963 for the year, 1988, the said premises being premises No. 86/1,

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20 JUN 2007



Chandi Ghosh Road, Calcutta, was mutually partitioned by which the said Paresh Nath Ray/<sup>was</sup> allotted the first storey and Second storey of the said brick built building at the said premises, the particulars of which were morefully described in the Schedule "Ka" and "Ce" thereunder written and marked with the Letter 'A' and 'B' respectively on the plan annexed thereto.

AND WHEREAS by virtue of the said Deed of Partition the said Paresh Nath Roy became the absolute owner of the said divided portion being the entire First Floor and Second floor of the said building at Premises No. 86/1, Chandi Ghosh Road, Calcutta.

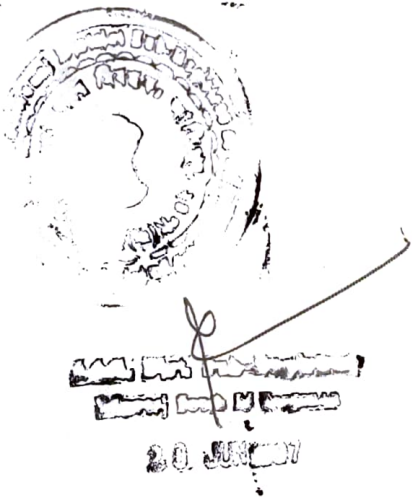
AND WHEREAS the said Paresh Nath Ray had the only son Sujit Nath Ray the Vendor herein and the wife Smt. Nilima Roy and three married daughters namely (1) Smt. Taruna Roy wife of Sri Bankim Narayan Roy, (2) Smt. Aruna Sinha wife of Sri Prangopal Sinha and (3) Renukana Bhowmick wife of Sri Dinesh Bhowmick and one unmarried daughter Smt. Baruna Roy.

AND WHEREAS the said Paresh Nath Roy has granted, transferred and conveyed by way of Gift to his only son SRI SUJIT NATH ROY the Vendor herein the said Partitioned and divided portion being the entire First floor and Second floor of the said premises in exclusion of his abovenamed other legal heirs by executing and registering a deed of Gift

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Pages 166

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in favour of said Sujit Nath Roy the Vendor herein on the seventeenth day of July, One thousand nine hundred and ninety two in the office of Registrar of Assurances at Calcutta which was entered in Book-I, Volume No. 457 Pages 462 to 471 being Deed No. 14073 for the year 1992.

AND WHEREAS the said Paresh Nath Roy has died intestate on 24.02.1994 leaving behind the aforesaid legal heirs and successors.

AND WHEREAS by virtue of said Deed of Gift the vendor herein became the absolute owner and well seized and possessed of the said divided portion being entire first and Second floor of premises No. 86/1, Chandi Ghosh Road, Calcutta and was holding, using, enjoying and occupying the said portion as an absolute owner.

AND WHEREAS the Vendor herein has sold away the self-sufficient flat covered measuring 260.26 Square feet a portion of Second floor of said premises containing one asbestos shed room, dining room with a bath and privy along with the easement and right to use the common passage, the stair case, septic tank, water line water reservoir to one Sanjib Kumar Bakshi on the 28th. day of July, 1993 by executing a deed registered before the Additional District Sub-Registrar Alipore, South 24-Parganas as Deed No. 3454 in Book-I.



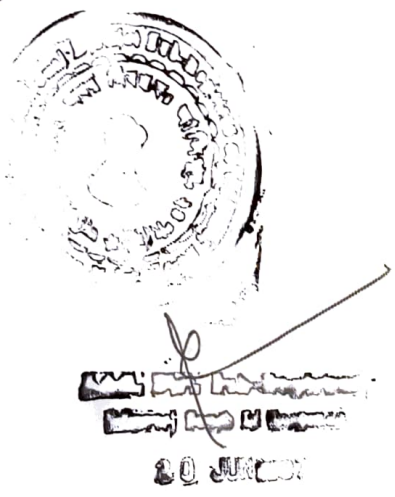
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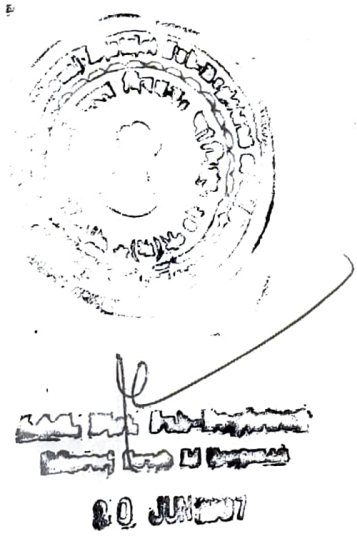
AND WHEREAS after sale of the said covered portion of the said 2nd. floor of the said premises the Vendor is now in exclusive possession and well seized of and sufficiently entitled to the 1st. floor alongwith all easements and rights to use common passage, stair case, roof etc. with all benefits attached thereto and Whereas the Vendor has every right to transfer the said first floor flat (morefully and specifically described in the Schedule hereinbelow) to any body in any manne and the said flat is not affected by any Act and fully unencumbered in all respect.

AND WHEREAS the Vendor has duly mutated his name in the records of Calcutta Municipal Corporation in respect of the portion allotted to him under partition deed and apportioned the share of tax payable for his allotted portion of first and second floor and has been paying taxes regularly for the said portion with the proportionate half of apportioned tax contributed by Sri Sanjit Kumar Bakshi for his second floor flat in the premises.

AND WHEREAS the Vendor under various prevailing circumstances is now desirous of and agrees to sell the entire first floor and one Thakur Char situate beside the staircase on the way to second Floor at Premises No. 86/1, Chandi Ghosh Road, Calcutta more particularly and fully described in the Schedule hereinafter and shown in the Plan annexed hereto marked with the "R E D" border free from all encumbrances and proposed so to Sri Bhabasundar Panda of 12/1/P, Chanditala Lane, Calcutta-700 040 the Purchaser herein at and

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20 JUN 1957



for Rs. 1,50,000.00 ( Rupees one lakh fifty thousand) only and the Purchaser accepted to purchase the said first floor and the thakurghar with all easement rights and benefits attached thereto at the said consideration.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. 1,50,000/- ( Rupees one lakh fifty thousand) only well and truly paid to the Vendor by the Purchaser on this day of execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt whereunder written admit and knowledge of and from the same and every part thereof) the Vendor doth hereby indefeasibly and absolutely grant convey, assure, sale and transfer unto and to the use of the Purchaser ALL THAT the entire first floor flat measuring 501.50 Square feet a little more or less and the thakur ghar, beside the stair case on the way to second floor with all common rights and easements at premises No. 86/1, Chandi Ghosh Road, Calcutta fully and more particularly described in the Schedule hereinafter and shown in the plan annexed hereto with the red border OR HOWSOEVER OTHERWISE the said property hereditaments and premises any portion thereof now are or is any time or times heretofore were or was situated butted, bounded called known, numbered described or distinguished TOGETHER WITH all rights and benefits in over and under the Common passage stair case, common roof and all areas, water, water courses, sewers, drains, ditches rights privileges, easements, advantages light, liberties and appurtenances whatsoever to the said property hereditaments and premises belonging to or anyway appurtenant or usually held or enjoyed therewith or

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reputed to belong or be appurtenant thereto AND THE reversion and reversions and remainder and remainders AND all the estate, right, title, interest, use trust possession property claim and demand both at law and in equity of the Vendor into and upon the said property hereditaments and premises or any or every part thereof AND rents issues and profits thereof AND all deeds, Pattahs muniments, writings and evidences of title whatsoever relating to or concerning with the said property hereditaments and premises which are now or hereafter shall or may be in the custody, possession, Power or control of the said Vendor or any person or persons from whom they can or may procure the same without any suit or action at law or in equity free from all liens, attachments and encumbrances TO HAVE AND TO HOLD the said property hereditaments and premises hereby granted, conveyed assured, sold and transferred unto the Purchaser absolutely and forever AND the Vendor for himself and his heirs, executors, administrators and representatives hereby covenants with the Purchaser, his heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act deed or things by the Vendor or any of his predecessor or Predecessors-in-title done committed or executed or knowingly suffered to the contrary the said vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments and premises hereby sold, conveyed, transferred and assigned as an absolute and indefeasible estate equivalent thereto free



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~~Notary Public~~  
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20 JUN 1907

from all encumbrances whatsoever and the Vendor hath full power, absolute and indefeasible right and authority to sell, grant, convey and transfer the said property unto the purchaser in the manner aforesaid and according to the true intent and meaning of these presents AND THAT it shall be lawful for the purchaser at all times hereafter peaceably and quietly to enter upon, have, hold, possess and enjoy the said property hereditaments and premises and every part thereof and shall receive and take all rents, issues and profits thereof without any hindrance interruption, claim and demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming under him or in trust for the Vendor or from or under any of his predecessor or predecessors-in-title and freely and clearly and absolutely acquitted discharged, forever, exonerated and sufficiently saved, defended kept harmless and indemnified against all charges and encumbrances created or occasioned by the Vendor or any of his predecessors in title AND further that the Vendor and all and every other persons having lawfully or equitably claiming any estate or interest in the said property hereditament and premises or any part thereof from under or in trust for the Vendor or from or under any of his predecessor or predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do execute or cause to be done and executed all such further acts, deeds and things for further and more perfectly assuring the said property hereditaments and premises and every part thereof unto and to the use of the said purchaser/<sup>as</sup> may be reasonably required.

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20 JUN 2007



NOW THIS INDENTURE FURTHER WITNESSETH that the Purchaser will have to abide by the following conditions in enjoying the said subject portion of the demised premises :-

a) the purchaser will use the septic tank in the premises in common with Sabita Roy and Others of ground floor and Sri Sanjib Kumar Bakshi of second floor and the Purchaser shall bear the proportionate equal cost for repairing and maintenance of the septic tank along with the said owner occupiers of ground floor and second floor.

b) the purchaser and Sri Sanjib Kumar Bakshi of Second floor will bear and pay the each half share of the apportioned share of Corporation tax for the portion allotted to the Vendor's father under partition and the tax receipts will be kept with the purchaser herein and he shall produce the tax receipts to Sanjib Kumar Bakshi the owner of 2nd. floor if and when ever asked. The purchaser will apply for mutation and apportionment of tax for his portion as soon as possible.

c) the purchaser shall install a Calling bell at the main door at his cost and shall keep the main entrance door closed always.

d) the purchaser shall bear the proportionate equal cost of repair of main water line to the underground reservoir as and when required.

e) the purchaser is permitted and hereby given right to use and enjoy the roof mutually in common with Sabita Roy of ground floor and Sanjib Kumar Bakshi of 2nd. Floor.

f) the cost with roof rail

g) If portion, the right of use partitioned and their use the room any Partitic conveyed.

h) the and stair case in common of owner of proportionate and white wa

i) The first floor 2nd. floor of border along fittings and proportionate and rights of of the deed



**REGISTRAR OF DEEDS, BANGALORE**

**20. JUN 1997**

- f) the purchaser shall have to bear 1/3rd. proportionate cost with the owners of other floors in case of repair of roof railing & wall.
- g) If Mrs. Sabita Roy the owner of ground floor sells her portion, then the purchaser of that portion shall have no right of use and enjoyment of the roof in terms of the partition deed. The owners of first floor and second floor and their successors, assignees will have continuous right to use the roof on the above terms. The purchaser will not claim any Partition <sup>or</sup> ~~of~~ any physical separation of the portion hereby conveyed.
- h) the purchaser will have right to use the common passage and stair case from main entrance door to second floor roof in common with the owner of second floor flat and with the owner of ground floor and the purchaser will always bear the proportionate cost of repair of stair case and common passage and white washing .
- i) The purchaser is hereby granted and conveyed the entire first floor and the Thakur Ghar beside the stair case towards 2nd. floor as shown and marked in the annexed plan with red border along with the fixed water-pump, electric wiring and fittings and water line and the water tank on the roof with proportionate undivided right of beneath land the possession and rights whereof will be physically handed over on execution of the deed of Conveyance.

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**STATE OF NEW YORK**  
**20 JUN 1987**

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7) The purchaser's undivided proportionate share in the land shall always remain impartible.

The Vendor delivers the following documents in original to the Purchaser with the execution of this deed of conveyance:

- a) Original deed of purchase of 1948 as referred hereinbefore.
- b) Original deed of partition of 1988 as referred hereinbefore.
- c) Original Deed of gift executed by Paresh Nath Roy in favour of Sujit Nath Roy on 17.07.1992.
- d) Certified copy of assessment roll of Calcutta Municipal Corporation.
- e) Certified copy of deed of sale in respect of Second floor flat of the premises No. 86/1, Chandi Ghosh Road.
- f) Municipal tax receipts for the period from the second quarter 1992-1993 to fourth quarter 1996-1997

The purchaser shall produce the aforesaid documents in any Court of law or in Office of Calcutta Municipal Corporation or statutory authorities as and whenever required by Sm. Sabita Ray & others and Sanjib Kumar Bakshi and shall keep the documents safe and unobliterated.



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SCHEDULE OF PROPERTY

ALL THAT the First Floor self contained Flat and fully covered measuring about 501.50 Square feet or <sup>i</sup> little more or less containing three rooms, corridor, bath, privy and varandah and the Thakur ghar (Puja Ghar) situate beside the stair case leading from First floor to Second floor measuring about a 7' feet 4" inches X 3' feet a little more or less at the Premises No. 86/1, Chandi Ghosh Road, Calcutta-700 040 under Sub-registry Alipore and District Registry- Alipore and Police Station-Regent Park and the Calcutta Municipal Corporation Ward No. 97 in the Town of Calcutta as shown and marked with the " R E D " border in the Plan annexed hereto with the Proportionate undivided share in the beneath land measuring 1 Cottah 4 Chittacks 36 Square feet together with the right to use roof on the Second floor of the said premises and the stair case, common passage, septic tank, water reservoir in common with the owners of the ground floor and Second floor of the said premises and the easement rights to water, electricity, gas and telephone connection etc. alongwith all existing fittings electric wirings and water pump-set, being butted and bounded as follows :-

On the North by : House of Sri Mintu Deb ;

On the South by : House of Late Haren Banerjee.

On the East by : Chandi Ghosh Road ;

On the West by : House of Late Chintā Haran Mukherjee.



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प्रकार  
वर्ग  
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दिनांक



S. Ray

IN WITNESS WHEREOF the <sup>vendor has</sup> parties have hereto set and subscribed their respective hands and signatures on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Calcutta in presence of

WITNESSES:

1. Panchasanta Mitra.  
S/o Late Giripalchandra Mitra.  
2C, Chandi Ghosh Road.  
Cal - 700040

Signed next page

2. Tapas Kumar Manna, Adv  
Small Causes Court Bar  
Association, Calcutta - 1

DRAFTED BY ME:

Tapas Kumar Manna  
(TAPAS MANNA)  
Advocate.

TYPED BY ME:

Paresh Nath Nandy  
(PARESH NATH NANDY)  
Typist.



**स्वास्थ्य विभाग**  
**भारत सरकार**  
**20 JUN 1987**

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RECEIVED from the within named  
" PURCHASER " within mentioned sum of  
Rs. 1,50,000/- ( Rupees one lakh fifty thousand )  
as per Memo below :-

MEMO OF CONSIDERATION

- i) By pay order No. 118103  
dated 26.04.1997  
of ANZ Grindlays Bank  
41, Chowringhee Road Branch  
Calcutta. 25,000.00
  
- ii) By pay order No. 118738  
dated 19.06.1997 of ANZ  
Grindlays Bank, 41, Chowringhee  
Road Branch, Calcutta. 1,25,000.00

Total Rs. 1,50,000.00

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(Rupees one lakh fifty thousand) only.

WITNESSES:

- 1. Santasawati Mitra.  
S/o Late Gokulchandra Mitra.  
1C, Chandi Ghosh Road  
Cal - 70004
  
- 2. Jagan Kumar Manna, Sr  
Lal Bahadur Shastri Bar Association  
Calcutta - 70001

Sujit Nath Ray  
VENDOR.



स्वास्थ्य विभाग  
भारत सरकार

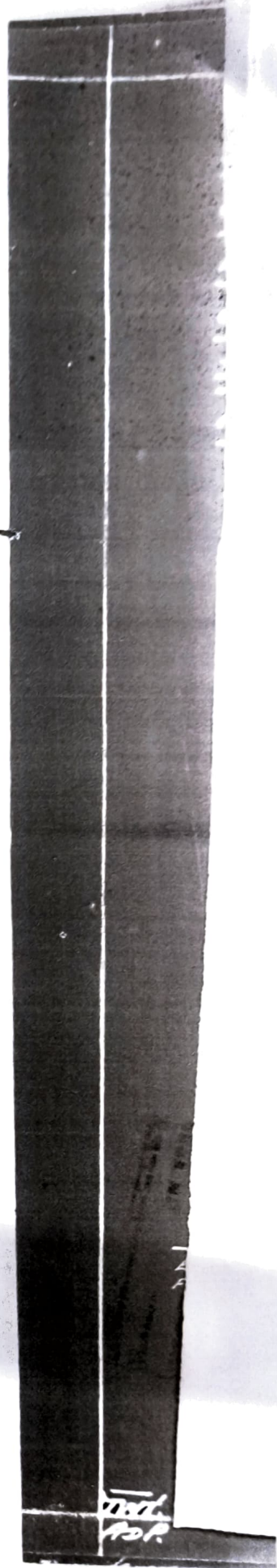
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GOVT. OF INDIA  
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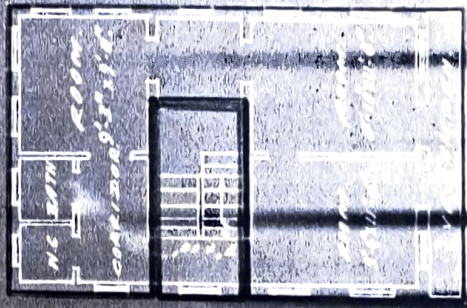
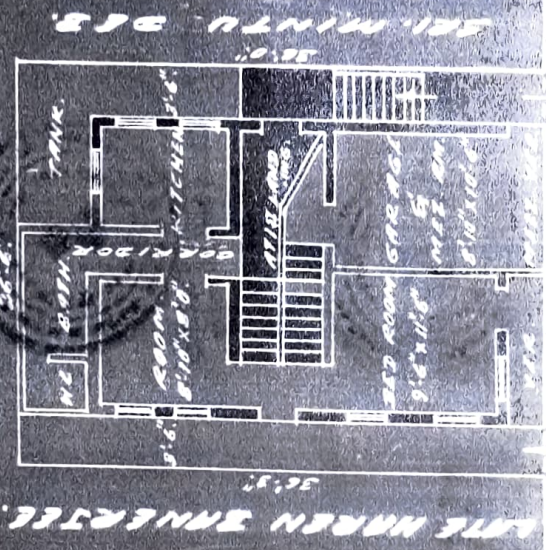




SKETCH PLAN OF PREMISES NO-86/B,  
 CHANDI GHOSH ROAD, CALCUTTA-40.  
 P.S.- REGENT PARK, WARD NO-97, WITHIN THE  
 CALCUTTA MUNICIPAL CORPORATION.  
 DAG NO-1710 OF CHANDPUR MOUZA NO-11, R.S.  
 NO-40, TOUZI NO-188, KHATHAN NO-631 & 632,  
 DIST: 24. PARAGANAS (SOUTH).  
 AREA OF LAND: 1K. 4CH. 36 SFT.  
 SOLD OUT PORTION MKD  RED.



SCALE: 1/8" = 1'-0"



(M) BHAS  
 ARCHITECT  
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DATED THIS THE \_\_\_\_\_ DAY OF JUNE, 97.

B E T W E E N

SRI BUJIT NATH ROY.

... V E N D O R.

A N D

SRI BHABA SUNDAR PANDA.

... P U R C H A S E R.



20 JUN 1997

DEED OF CONVEYANCE.

KUMAR  
TAPAS/MANNA,  
Advocate.  
S.C.C. Bar Association  
4th. floor,  
2 & 3, K.S. Roy Road,  
Calcutta - 700 001.