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under the Indian Stamp Act, 1899

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Not admitted by W. Bengal.

Stamp Act, 1933.

Section 82 (1) of the Act, 1933.

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Total Rs.

Fee Paid as under

Registrar of Assurances
Calcutta

18/10/03

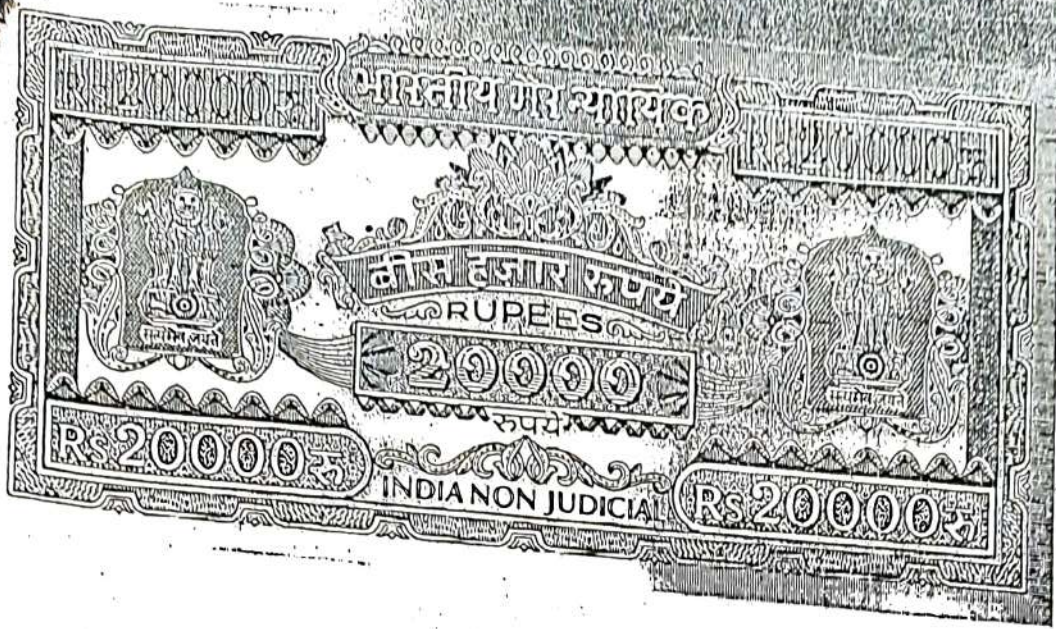
THIS INDENTURE made this 18th day of August

Two Thousand two BETWEEN TARUN GHOSE, son of Late Anu Ghose, by faith Hindu, by occupation Business, residing at 57, Paikpara Row, Kolkata-700 037, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the ONE PART AND RUBHAS ROY, son of Late Bimal Roy, by faith Hindu, by occupation Business, residing at 11/H/4-PLOT NO.5, Paikpara Row, Kolkata-700037,

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M/W-25
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11080

10789
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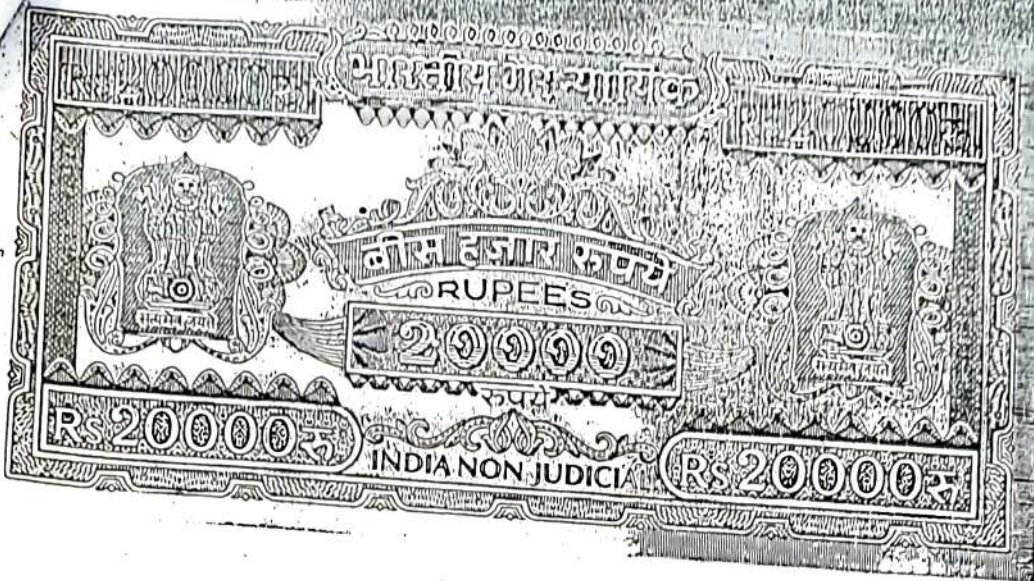
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hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER

PART :

WHEREAS :

(1) By an Indenture of Conveyance dated 20th September, 1945 made between the Trustees for the Improvement of Calcutta of the One Part and Kalipada Sadhukhan of the Other Part and registered in Book No.1, Volume No.53, Pages

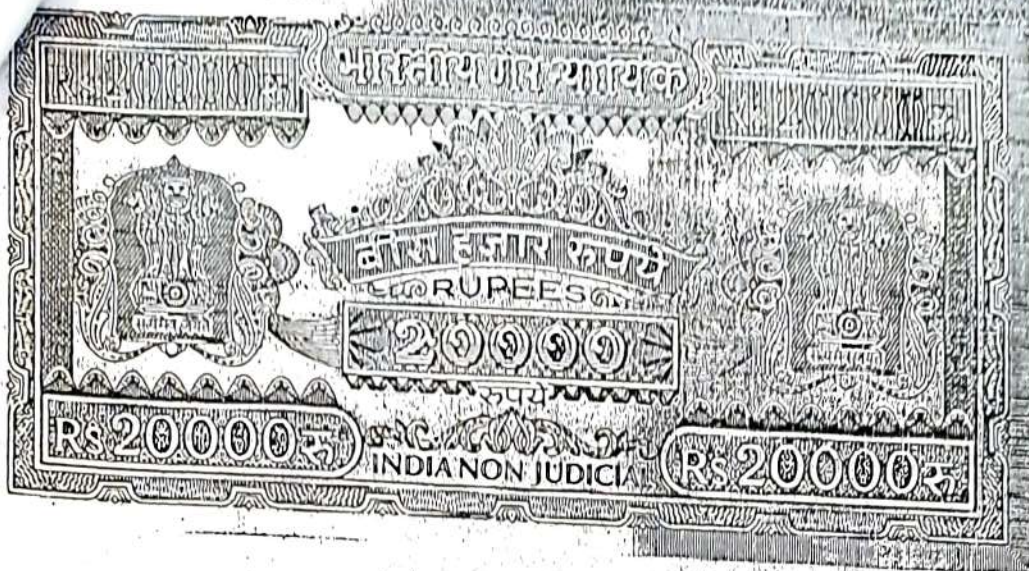


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68 to 70, Being No.2177 for the year 1945 at the office of the Sub-Registrar Sealdah, the said Trustees for the Improvement of Calcutta for the consideration therein mentioned granted, conveyed and transferred to the said Kalipada Sadhukhan, all that piece or parcel of land containing an area of 3 Cottahs, 15 Chittacks, 22 Sq. ft. being premises No.47, Paikpara Row particularly described in the Schedule thereunder written.

(11) By another Indenture of Conveyance dated 16th February, 1949 made between the said Kalipada Sadhukhan of the One Part and the said Samiran Shah, Jajneswar Shah and Rameswar Shah of the Other Part and registered in Book



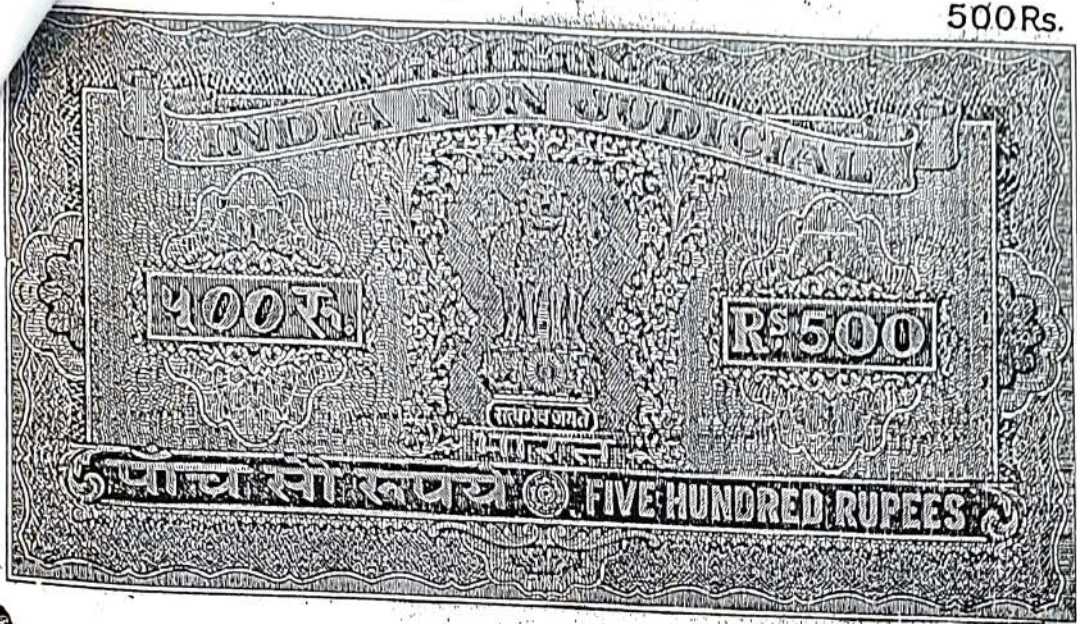
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No. I, Volume No. 10, Pages 1 to 6, Being No. 225 for the year 1949, at the Office of the Sub-Registrar, Sealdah the said Kalipada Sakhun for the consideration therein mentioned granted, conveyed and transferred to the said Samiran Shah, Jaineswar Shah and Rameswar Shah all that piece and parcel of land comprised in premises No. 47, Parkpara Row.

(iii) At the time of such purchase as aforesaid the said Samiran Shah, Jaineswar Shah and Rameswar Shah were separate in mess and the properties movable and immovable left by their father Khedu Shah remained joint and the said three brothers were in possession of the joint family properties as co-owners, each having undivided 1/3rd share.

500Rs.



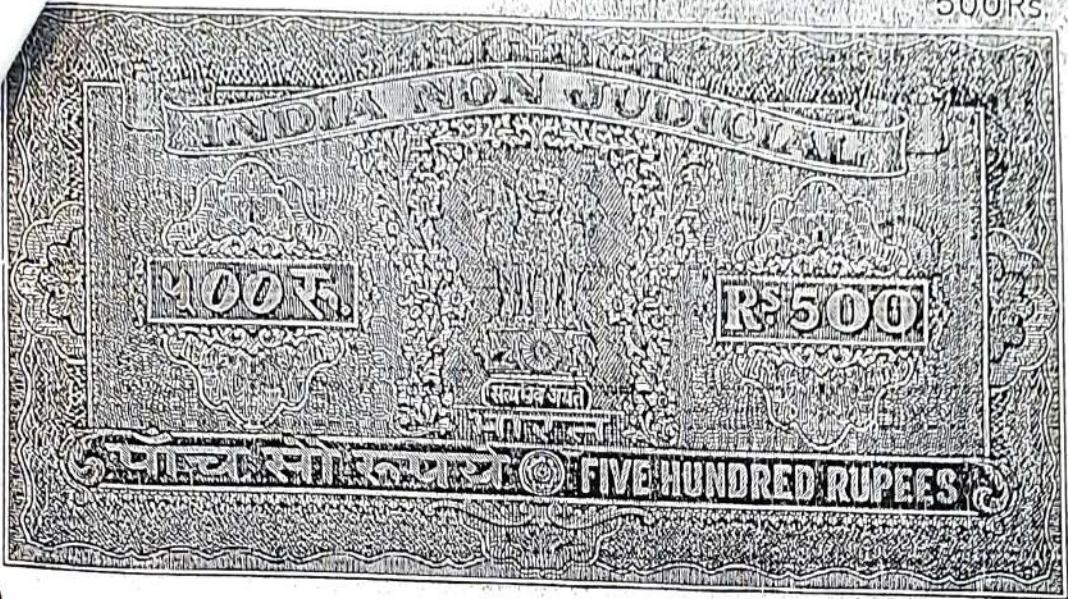
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(iv) The said Samiran Shah died intestate in the year 1357 B.S. leaving him surviving Ramprosad Shah and Sriram Shah his two sons and Bholanath Shah, Lalji Shah, Jayulal Shah and Sukumar Shah his grandsons.

(v) The said Jajneswar Shah died in the year 1358 B.S. leaving him surviving his widow Sm. Divali Shah and two sons namely - Lachminarain Shah and Subhas Shah.

(vi) After the death of the said Samiran Shah and Jajneswar Shah the joint family properties both movable and immovable, were amicably partitioned and the parties got

500Rs.

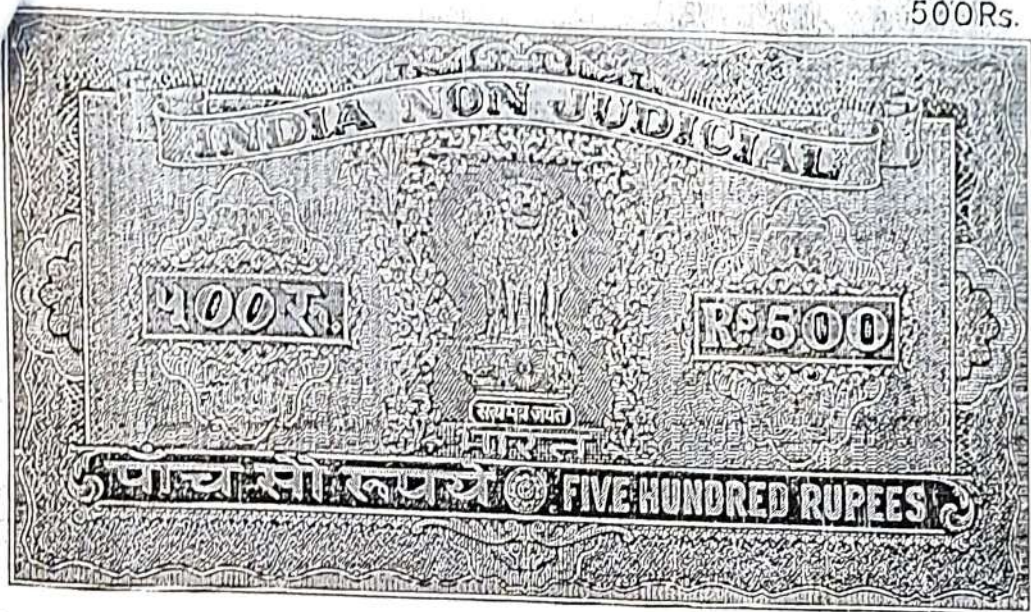


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separate possession according to their respective shares with the exception of the said premises No. 47, Paikpara Row, Calcutta-700 037.

(vii) By an Agreement for Sale dated 8.12.1959 made between Rameswar Shah, Ramprosad Shah, Sriram Shah, Lachmiram Shah and Sm. Dulali Debi for sell and as natural guardian of her minor son Subhas Shah, of the one part and the Purchaser of the Other Part the said Rameswar Shah, Ramprosad Shah, Sriram Shah, Lachminarain Shah and Sm. Dulali Debi agreed to sell and the Purchaser agreed to purchase all that the said piece and parcel of land measuring 3 Cottahs, 15 Chittacks, 22 Sq.ft. being premises

500Rs.

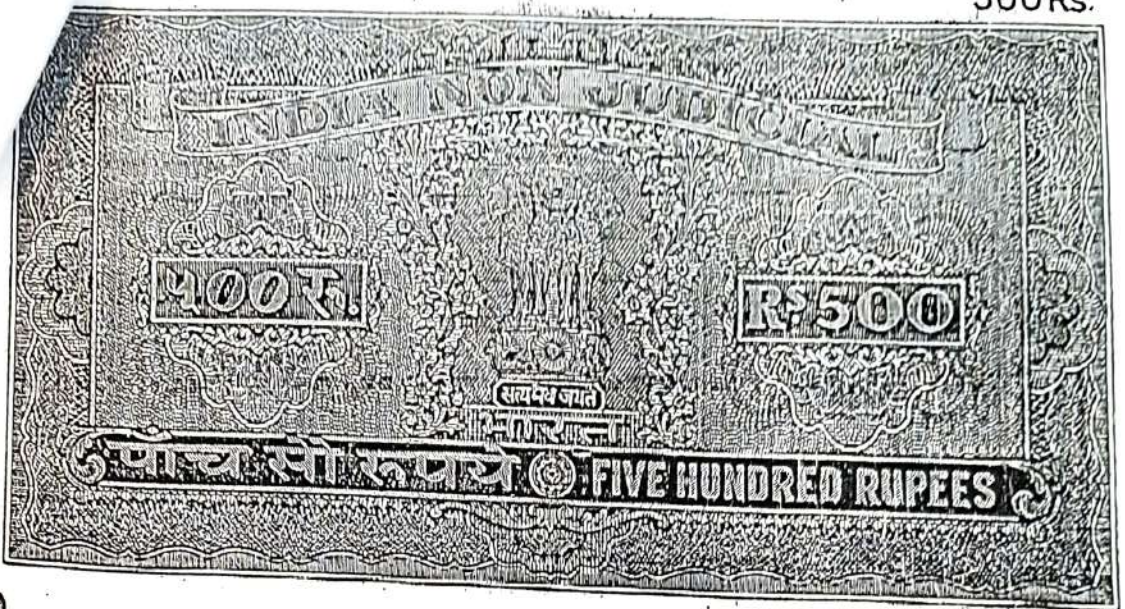


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No. 47, Paikpara Row, Calcutta, free from all encumbrances
at and for a consideration mentioned therein.

(viii) On the 12th day of May, 1960, a suit being T.S.
No. 10 of 1960 (Partition) was filed in the 6th Court of the
Sub-Judge at Alipore, District 24-Parganas (Hanswar Shah &
Ors. -Vs- Ramprosad Shah & Ors.) for an order to sell the
said premises No. 47, Paikpara Row, Calcutta.

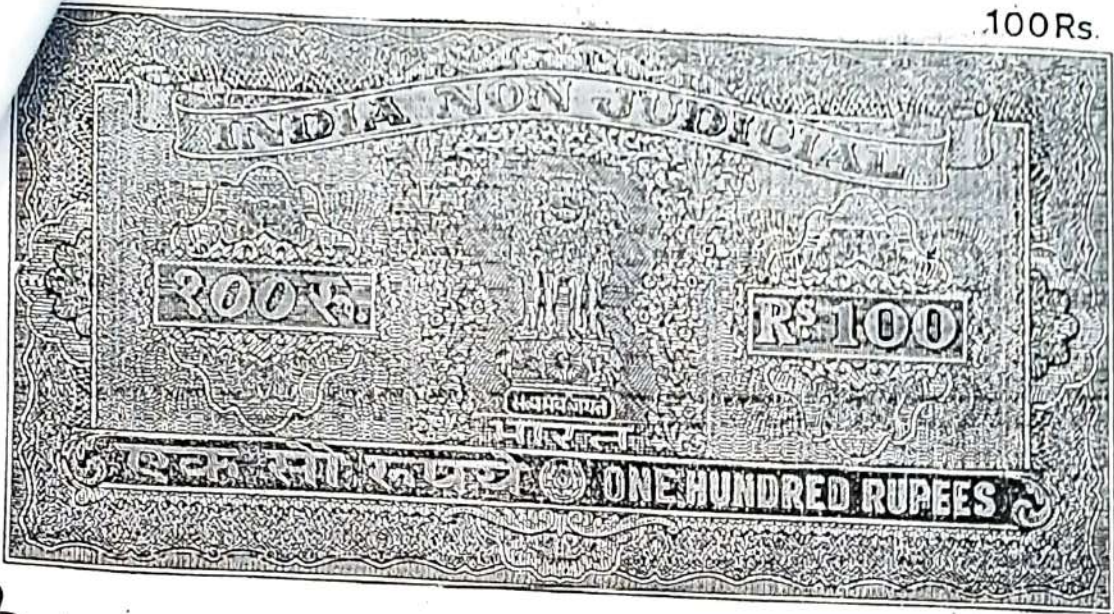
(ix) By an order dated 19.5.1960, Sm. Kamli Shah was
appointed guardian ad-litem of her minor son Bholanath Shah
and on the same day Sm. Sabitri Shah was appointed guard-
ian-ad-litem of her minor sons, Lalji Shah, Jiyat Lal. Shah



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and Sukumar Shah. Similarly Sm. Dulali Shah was appointed guardian ad-litem of her minor son Subhas Chandra Shah.

(x) Thereafter the parties in the Partition Suit arrived at a compromise with the terms as set out in the petition and all the guardians-ad-litem Sm. Radha Shah, Sm. Kamli Shah, Sm. Sabitri Shah and Sm. Dulali Shah obtained permission to execute compromise petition on behalf of their respective minors abovenamed and on 7.9.60 permission was granted and was recorded that terms of compromise would be of benefit of the said minors.



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(xi) On the basis of solenama on 7.9.1960, a preliminary Decree was passed forming that as a part of Decree where several clauses were inserted, whereby the minors can be benefited.

(xii) In the solenama a direction was prayed enabling the parties to sell and convey the said premises No.47, Paikpara Row, Calcutta by a Deed of Indenture in favour of Tarun Ghose and Receiver be allowed to accept consideration money.

(xiii) By the passage of time the minors Bholanath Shah and Sitaram Shah attained the age of majority.

(xiv) On July 26, 1961, Sitaram Shah, Sm. Radha Shah, Ram Prosad Shah, Rhojanath Shah, Sm. Kamli Shah, Sri Ram Shah, Lalji Shah, Jiyutlal Shah, Sukumar Shah, Babitri Shah, Lakshmi Narayan Shah, Dulali Shah for self and minor Subhas Chandra Shah executed a Deed of Conveyance in respect of 47, Paikpara Row, Calcutta, in favour of Tarun Ghose, where Jiban Krishna Maity joined as Confirming Party for a consideration mentioned in the said Deed and the said Deed was registered at the office of Sub-Registrar at Sealdah and was entered in Book No.1, Volume No.43, Pages 160 to 172, Being No.1994 of 1961.

(xv) By virtue of the said Deed Tarun Ghose became the absolute owner of the premises No.47, Paikpara Row, Calcutta free from all encumbrances.

(xvi) The Vendor has agreed to sell and the Purchaser having fully satisfied himself of the title of land agreed to purchase a part of the said premises, measuring 2 Cottahs 8 Chittacks, 27 Sq.ft. out of 3 Cottahs, 15 Chittacks, 22 Sq.ft., agreeing to keep the back side wall as common, more fully described in the Schedule hereinafter within for a total consideration of Rs.10,00,000/- (Rupees Ten lacs only) free from all encumbrances whatsoever, upon the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH that :

1. In pursuance of the said agreement and in consideration of sum of Rs. 10,00,000/- (Rupees Ten lacs only) paid by the Purchaser to the Vendor before execution of these presents (the receipt whereof the Vendor doth hereby as well as by the Memo hereunder written admit, acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the said part of premises measuring 2 Cottahs, 8 Chittacks, 27 Sq.ft. being appurtenant land as described in the Schedule hereunder written) the Vendor doth hereby grant, sell, convey, transfer, assign and assure and transfer unto and in favour of the Purchaser free from all encumbrances absolutely ALL THAT a portion of the premises being appurtenant to the existing building described in the Schedule hereunder written AND TOGETHER WITH walls, yards, courts, areas, gardens, trees, fences, hedges, ditches, ways and all other connections, installations, privileges, easements, appendages and appurtenances whatsoever thereunto belonging or in anywise held, used, occupied, enjoyed or accepted, reputed or known as part and parcel or member thereof or appurtenant therewith And all the estate, right, title, interest, claim and demand whatsoever of the Vendor into, upon in respect of the appurtenant land and every part of that appointed part, more fully described in the

Schedule hereunder written and the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof hereby granted, sold, conveyed, transferred, so to be and all deeds, pat- tahs, writing, muniments and evidences of title relating to the portion of appurtenant land said part of the premises or any part thereof of the portion under sale which are, were or may hereafter be in possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the said appurtenant land meas- uring 2 Cottahs, 8 Chittacks, 27 Sq.ft. more or less being appurtenant land together with a tile shed structure there- on hereby sold. The Purchaser will acknowledge the same, so to be and each and every part thereof unto and to the Purchaser absolutely and forever free from all encum- brances, uses, trusts, liens, lispendens and attachments whatsoever, which the Purchaser has satisfied himself.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER
as follows :-

(u) AND THAT NOTWITHSTANDING any act, deed or thing whatsoever done, as aforesaid the Vendor now has good right, full power and absolutely authority and indefeasible title to grant, sell, convey,

transfer, assign and assure all and singular the said appurtenant land measuring 2 Cottahs, 8 Chittacks, 27 Sq. ft. out of 3 Cottahs, 15 Chittacks, 22 Sq. ft. benefits and rights, related thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.

AND THAT the said part of the premises, more fully described in the Schedule hereafter written benefits and rights related thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every

~~therefrom shall be free from all claims, demands, encumbrances, mortgages, attachments, leases, liens, mortgages, or trusts made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the part of the appurtenant land from under or in trust for the Vendor, of which the Purchaser has fully satisfied himself.~~

AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold, possess, use and enjoy the said

appurtenant land more fully described in the Schedule hereafter written and all benefits and rights hereby sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid and receive all rents, issues and profits thereof and every part thereof without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person lawfully, rightfully or equitably claiming from under or in trust from the Vendor.

The Purchaser has lawfully satisfied himself about the title of the portion of land purchased by him he has no claim whatsoever now or in future and confirm that Kolkata Municipal Corporation Tax has been paid on 31.3.2003, by the Vendor.

(d) AND FURTHER THAT for identification of the appurtenant land a site plan is annexed hereto showing the portion under sale bordered ~~thereon~~ thereon.

THE PARTIES HERETO HAVE COVENANTED WITH EACH OTHER
as follows :-

(a) The Purchaser shall not construct or put any beam resting on the common wall constructed by the Vendor situated in between the land and building of the Vendor and the appurtenant land hereby sold measuring 2 Cottahs, 8 Chittacks, 27 Sq.ft. only little more or less.

(b) The Purchaser shall construct building on the appurtenant land as per plan to be sanctioned by the Calcutta Municipal Corporation and the proposed building according to the Building Rules.

(c) Simultaneously on execution of this Conveyance the Vendor will apply to Calcutta Municipal Corporation for amalgamation of the remaining portion of the land to be amalgamated with 57, Paikpara Row of which the Vendor is sole owner.

(d) Both parties shall maintain and repair their respective portions of the common wall constructed by the Vendor which falls on either respective side of the party at their own cost.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of revenue redeemed land 2 Cottahs, 8 Chittacks, 27 Sq.ft. being a appurtenant to land measuring 3 Cottahs, 15 Chittacks, 22 Sq.ft. be the

same a little more or less with Tile Shed structures standing thereon or on part thereof measuring 100 Sq.ft. situate lying at and being a part of premises No.47, Paikpara Row, Division I, Sub-Division 17, Holding No.97, Touzi No.1298/2833, Plot No.64, Ward No.4 within the Calcutta Municipal Corporation of the Paikpara Rehousing Scheme of the Calcutta Improvement Trust, P.S. Chitpur, Sub-Registry Office Sealdah, hatted and bounded:-

ON THE NORTH : Paikpara Row ;

ON THE EAST : Plot No.46A, Paikpara Row ;

ON THE SOUTH : Plot No.57, Paikpara Row of the said Scheme ;

ON THE WEST : Plot No.48A, Paikpara Row of the said Scheme.

Particularly delineated in Red border on the map or plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have signed and executed this agreement, the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the Vendor in the presence

of :-

1. Amrit Lal
Solicitor
High Court, Calcutta.
2. Sujit Kumar Das
6 old Post office Street
Kolkata - 700001.

Tarun Ghose

SIGNED SEALED AND DELIVERED

by the Purchaser in the presence of :-

1. Kamalendu Ghose
Advocate
8. Old Post office St.
Calcutta - 700001.
2. Ananda Mohan Ray
11/42 Park Para Row - 37



RECEIVED of and from the within-named Purchaser the withinmentioned sum of Rs.10,00,000/- (Rupees Ten lacs) only being the earnest consideration money as per Memo below :-

MEMO OF CONSIDERATION

By Pay Order/Bank Draft No.025993 dated 1.8.2002 drawn on Bank of Baroda, Tala Park, Kolkata.

Rs. 10,00,000/-

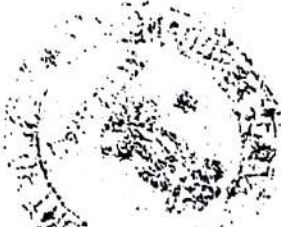
(RUPEES TEN LACS) ONLY.

Tarun Ghosh

WITNESSES :

1. Kamalendu Ghose
8, Old Post office St. W.P.I.
Calcutta-1
2. Pragna Mohan Ray

11/4 Park Para Row 37



SITE PLAN OF PREMISES NO. 47 PAIKPARA 2nd ROW CALCUTTA.

SCALE - 1" = 10'-0"

DATED THIS 25th DAY OF 1951

PREMISES NO. 57

39'-10"

25'-0"

PORTION OF PRE. NO. 47

39'-10"

PORTION OF PRE. NO. 47

PREMISES NO. 46 C

45'-10"

AREA

2K-8CH-275EE

R.T. SHED

10'-0" x 10'-0"

45'-10"

PREMISES NO. 48 A

39'-10"

39'-10" WIDE PAIKPARA 2nd ROW

Subhas Roy

K.C. BANERJEE & CO.
CONSULTING ENGINEERS,
VALUERS & SURVEYORS
12, OLD POST OFFICE STREET,
CALCUTTA, INDIA
DRG. NO. 150/02

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BOOK No. _____
Volume No. _____
Page No. _____
Serial No. _____

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2003

DATED THIS 13th DAY OF August 2002

BETWEEN
TARUN GHOSE VENDOR
AND
SUBHAS ROY PURCHASER



[Signature]



Registrar of Assurances
Calcutta

C O N V E Y A N C E

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001

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