

भारतीय गैर न्यायिक

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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2527 — 2527

14/8/09

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 14/8/09
 20/8/09
 Record Keeper
 Department of Archives

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 Addl. Joint Secy. (Records)
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DOCUMENT NO 27286
YEAR 11.5.91

Govt. Of West Bengal
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BOOK NO 1
PAGE NO

THIS	INDENTURE	made	this	day	of	
One	thousand	Nine	hundred and	Ninety	one	BETWEEN
MESRS	BHARAT HOUSING		DEVELOPMENT	a	partnership	
Firm (P.P)	represented	by	its partners	Sri	Lalit	
Kumar	Jain son	of	Sumerlal	Jain,	Sri	Push
Raj	Sadhani son	of	Late Ram	Jiban	Sadhani,	
Sri	Bachey ^{of 18/11/88}	of	Late Ram	and	Gwarup Das	son
of	Sri Senti	Banjan	Das	having	its	office
at	156,	Mahatma	Gandhi Road,	in	the	town
of	Calcutta	hereinafter	called	the	VENDOR	(which
expression	shall	unless	excluded	by	or	repug-
nant	to the	the	subject	or	context	be
to	include	its	partner	or	partners	succe-
ss-or	in	office	administrators,	representatives	and	
ssings)	of	the	First Part	AND	SRI	SITA
RAM	AGARWAL	son	of	Dwaraka Prasad	Agarwal	
by	caste	Hindu	by	occupation	Business	resi-
dike	at	premises	No. 30, Uarn	Street,	Room	No.
511 A	P.S.	Have	Street,	in	the	town
Calcutta	hereinafter	called	the	confirming	party	
(which expression	shall	unless	excluded	by	or	
repugnant	to	the	subject	or	context	
be	deemed	to	include	his	heirs	executors
administrators,	representatives	and	ssings	of	the	
Second	Part.	And	Sri Jatan Lal	Parekh	son	of
Sri	Jiv	Raj	Parekh	by	caste	Hindi,
occupation	business	residing	at	56,	Metaji	
Subhas	Road,	in	the	town	of	Calcutta
hereinafter	called	the	purchase	(which	expres-	
sion	shall	unless	excluded	by	or	repug-
nant	to	the	subject	or	context	be
deemed	to	include	his	heirs	executors	admi-
nistrators	representatives	and	ssings	of	the	THIRD
PART.	WHEREAS	One	Karada Prasad	Ray	Choudhary	
the	father	of	Sri Subhendu	Prasad	Ray	Chou-

Lalit Kumar

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Shary	was	absolutely	seize	and	Possessed	of
or	otherwise	well	and	sufficiently	entitled	
to	vest	properties	in	or	around	Calcutta
and	elsewhere	in	cluding	the	Premises No.	6,
Chakraborty	Road	(South)	in	the	town	of Cal-
cutta.	AND	WHEREAS	by	an	order	
the	Calcutta	Improvement	Trust	acquired	the	
said	land	and	structures.	AND	WHEREAS	by
representation	made	by	said	Bargala	Prasad	Roy
Shary	Before	the	Trustees	for	the	Impro-
vement	of	Calcutta	a	body	Corporate	
constituted	by	the	Calcutta	Improvement	Act,	
1911	for	the	lifelong	and/	or	withdrawing
of	the	said	acquisitions	and	same	was
vide	agreement	dated	10th	February,	1918	the
Board	Agreed	to	abandon	the	acquisition	of
the	premises	more	particularly	described	in	
the	Schedule	therein	and	herein	and	hereinafter
referred	to	as	the	said	premises	in
consideration	of	payment	of	Rupees	One	Thousand
Nine	Hundred	only	in	accordance	with	the
provisions	of	Section	78(4)	(11)	of	the
Act	to	be	made	by	the	owner
AND	WHEREAS	it	was	further	agreed	that
a	sum	of	Rupees	One	thousand	Nine
Hundred	only	shall	remain	as	a	charge
on	the	interest	of	owner	in	the
said	Premises	subject	to	payment	of	interest
as	situated	in	the	said	Agreement	and
also	subject	to	other	conditions	mentioned	in
the	said	agreement,	AND	WHEREAS	the	Board
further	agreed	that	if	the	owner	shall
(Page	No. 3)	any	time	after	the	date
of	the	said	agreement	pay	the	said
sum	of	Rupees	one	thousand	Nine	Hundred
only	to	the	Board	together	with	the
interest						

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due	at	the	date	of	each	payment	the	Board
why	the	request	date	and	cost	of	the	owner
release	the	premises		from	the	Charge	thereby	
created.		AND	WHEREAS	Barada	Prasad	Roy	Choudhary	
represented	by	Sahu	Balkrishna	Chandra	Sen,	Manager		
the	Bhowanipore	Wards	Estate	for	and	on	behalf	
of	the	word	the	said	owner	has	paid	the
principal	sum	of		Rupees	one	Thou-		
said	Nine	only	with	all	interest	due	on	
8.7.36	to	the	Board	the	Receipt	of	which	
has	been	acknowledge	and	endorsed	on	the		
said	agreement	by	the	Chairman	of	the		
Calcutta	Improvement	Trust	for	and	on	behalf		
of	the	Board	and	has	applied	to	and	
requested	the	said	Board	to	release	the	said	
premises	from	the	said	Charge.	AND	WHEREAS	by	
a	deed	of	Release	dated	17th	day	of	Septem-
ber	1936	made	between	the	Trustees	for		
the	Improvement	of	Calcutta	Release	therein			
mentioned	of	the	one	part	and	Sri	Barada	
Prasad	Roy	Choudhary	Therein	called	the	release		
of	the	other	part	and	registered	in	the	
Office	of	Registrar	of	Assurances	Calcutta			
in	Book No.	1	Being	Deed No.	5155	for		
the	year	1936	the	said	Trustees	for		
the	Improvement	of	Calcutta	has	released			
the	premises	No.	6,	Chakrabarti,	Road,	(South		
in	favour	of	Barada	Prasad	Roy	Chou-		
dhary	AND	WHEREAS	ON	OR	ABOUT	1st		
February,	1940	the	said	Barada	Prasad			
Roy	Choudhary	died	intestate	leaving	his	sole		
widow	Sm.	Nagendra	Sahu	Davi	Choudhary			
and	two	sons	Sudendu	Prasad	Roy	Choudhary		
and	Dibendu	Prasad	Roy	Choudhary	as	his		
sole	heirless	and	heirs	and	legal	representatives		

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under	Mitakshara	School	of	Hindu	Law	by	which
he	was	then	Governed.	AND	WHEREAS	after	the
death	of	the	said	Barada	Prosad	Roy	Choudhury
(Page No. 4)	his	second	son	Suchendu	Prosad	Roy	
Choudhury	failed	and	application	for	letter	of	
administration	in	the	Hon'ble	High	Court	of	Judice-
idea	at	Port	William	in	Bengal	in	its
Testamentary	and	intestate			jurisdiction	in	
the	goods	of	Barada	was	opposed	by	the
Sr.	Nayendra	Bala	devi	Choudhary	and	Sriman	
Subhendu	Prosad	Roy	Choudhury	and	the	same	
became	contentions	suit	being	suit	No.	16	of
1940.	AND	WHEREAS	after	various	proceedings		
in	the	said	Suit	terms	of	settlement	by
way	of	family	arrangement	were	made	and	a
decree	dated	9th	day	of	January,	1945	was
passed	and	confirmed,	AND	WHEREAS	pursuant		
to	the	said	decree	dated	9th	day	of
ary	1945	the	premises	no.	6,	Chatsberia	
Road	(South)	Calcutta	along	with	other	proper-	
ties	were	allotted	to	Sri	Subhendu	Prosad	
Roy	Choudhury	in	lieu	of	his	share	in
the	entire	properties	left	by	the	said	Late
Barada	Prosad	Roy	Choudhury.	AND	WHEREAS		
after	receipt	of	the	said	premises	under	
the	aforsaid	decree	dated	9th	day	of	Janu-
ary	1945	the	said	Subhendu	Prosad	Roy	Chou-
dhury	has	mutated	his	name	in	the	record
of	Calcutta	Municipal	Corporation	and	also		
in	the	Sharestha	of	the	Landlords	collec-	
tor	of	24-	Parganas.	AND	WHEREAS	the	said
Subhendu &	Prosad	Roy	Choudhury	thereafter	filed		
and	ejectment	suit	against	the	tenant	Aswani	Kumar
Gupta	in	the	3rd	Munsiff	Court	at	Alipore
being	title	suit	no.	634,	of	1949	and
							the

Year	Month	Day	Hour	Temperature	Wind	Humidity	Pressure	Clouds	Remarks
1939	Jan	1	08	45	SW	75	30.1	100	
1939	Jan	2	08	48	SW	78	30.2	100	
1939	Jan	3	08	50	SW	80	30.3	100	
1939	Jan	4	08	52	SW	82	30.4	100	
1939	Jan	5	08	55	SW	85	30.5	100	
1939	Jan	6	08	58	SW	88	30.6	100	
1939	Jan	7	08	60	SW	90	30.7	100	
1939	Jan	8	08	62	SW	92	30.8	100	
1939	Jan	9	08	65	SW	95	30.9	100	
1939	Jan	10	08	68	SW	98	31.0	100	
1939	Jan	11	08	70	SW	100	31.1	100	
1939	Jan	12	08	72	SW	102	31.2	100	
1939	Jan	13	08	75	SW	105	31.3	100	
1939	Jan	14	08	78	SW	108	31.4	100	
1939	Jan	15	08	80	SW	110	31.5	100	
1939	Jan	16	08	82	SW	112	31.6	100	
1939	Jan	17	08	85	SW	115	31.7	100	
1939	Jan	18	08	88	SW	118	31.8	100	
1939	Jan	19	08	90	SW	120	31.9	100	
1939	Jan	20	08	92	SW	122	32.0	100	
1939	Jan	21	08	95	SW	125	32.1	100	
1939	Jan	22	08	98	SW	128	32.2	100	
1939	Jan	23	08	100	SW	130	32.3	100	
1939	Jan	24	08	102	SW	132	32.4	100	
1939	Jan	25	08	105	SW	135	32.5	100	
1939	Jan	26	08	108	SW	138	32.6	100	
1939	Jan	27	08	110	SW	140	32.7	100	
1939	Jan	28	08	112	SW	142	32.8	100	
1939	Jan	29	08	115	SW	145	32.9	100	
1939	Jan	30	08	118	SW	148	33.0	100	
1939	Jan	31	08	120	SW	150	33.1	100	





DOCUMENT NO

BOOK NO

Govt. Of West Bengal
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YEAR

PAGE NO

Solemnly	filed	therein	which	is	made	part	of
the	decree	AND	WHEREAS	the	land	by	
removing	the	structures	standing	thereof			
But	as	the	said	Aswini Kumar Gupta	failed	to	
remove	the	structure	standing	any	pay	the	
decreetal	amounts	mentioned	in	the	said	Compr-	
ise	(:Page	No.	5)	decreed	in	Title	Suit
No.	634	of	1949	of	the	3rd	Court
Mansif	at	Alipore	said	structures	standing	there-	
on	on	a	portion	of	the	premises	No.
6,	Chakraberia	Road,	(South)	in	favour		
of	Sm. Champwati	Debi	by	a	Debi	by	
a	deed	of	Sale.	The	said	deed	of
is	recorded	in	Book	No.	1	Volume	
No. 34	being	deed	No.	2220	Pages	262	to
268	for	the	year	1959	in	the	office
of	Sub- Registrar,	Alipore,	Sadar,	AND			
WHEREAS	the	said	Sudderdu	Prasad	Boy		
Choudhary	also	filed	another	ejectment	Suit		
being	title	suit	No.	414	of	1951	Before
Ld.	4th	Mansif	at	Alipore	against	Sri	
Ran	Behadur	Mahato	&	Ors.	and	the	same
was	decre d	in	terms	of	the	petitio n	
of	compromise	which	do	from	a	part	of
decree	AND	WHEREAS	IN	terms	of	the	said
compromise	decree	the	defendants	were	all-		
owed	ties	to	remove	the	structures	standing	
thereon	failing	which	the	decree	holder		
was	given	liberty	to	put	the	compromise	
decree	into	execution	for	recovery	of	the	
property	mentioned	in	the	Schedule	of		
the	Plaint.	But	as	Ran	Behadur	Mahato	
and	other	failed	to	vacate	the	suit	pre-
misses	the	decree	holder	put	the	dec-	
ree	into	execution	being	title	exe-		

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action	case	No.	48	of	1954	of	1954
of	the	3rd	Court	of	Munsiff	at	Alipore
and	against	that	the	Ran	Bahadur		Nahato
and	other	filed	title	suit	No.	75	of
1956	in	the	Fourth	Court	of	Munsiff	
at	Alipore	and	the	suit	was	decreed	
on	compromises	on	8.10.59		and	thereafter	
possession	of	premises		was	obtained	as	
the	said	Ran	Bahadur	Nahato	and	others	deli-
vered	possession	peacefully		in	favour	of	Sn.
Champawati	Debi.	AND	WHEREAS		the	said	Subhendu
Prosad	Roy	Choudhury		made	a	gift	of
the	said	premises	No.	6,	Chakraberia	Road,	
(South)	Calcutta		in	the	aforsaid	condition	
and	with	said	tenants	in	favour	of	his
Sm.	Chapawati	Devi	Choudhury.	AND	WHEREAS	by	
a	Deed	of	Gift	dt.	10th	day	of
1953	made	between		Subhendy	Prosad	Roy	Choudh-
ry	Donor	therein	mentioned	of	the	one	(Page
No.	6)	part	and	Sn.	Chapawati	Devi	Choudhary
the	donee	therein		mentioned	of	the	other
part	and	registered		in	the	office	of
sub-	Registrar		at	Alipore		in	Book
1	Volume	No.	71	Pages	226	to	243
No.	4604		for	the	year	1953	the
du	Prosad	Roy	Choudhury		made	a	gift
said	premises	No.	6,	Chakaberia	Road,	South	
Calcutta		to	his	wife	Sn.	Chapawati	Debi
Choudhury		for	the	consideration	therein	mentioned	
free	from	all	encumbrances	absolutely	and	forever.	
AND	WHEREAS		the	said	Chapawati	Devi	Choudhary
after	getting		the	said	premises	No.	6,
Chakraberia	Road,	South	Calcutta		as	aforsaid	
mutated	her	names	in	the	records	of	Calcutta
Municipal	Corporation		and	also	in	Office	of

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Alipore	Collectorate	and	paid	rates	taxes	and
revenues	and	was	in	possession	of	the
same	as	absolute	owner	by	realising	rent
from	the	said	monthly	tenants.	AND	WHEREAS
or	about	11.9.77	the	said	Sm. Champowati	Devi
died	but	prior	to	her	death	she
published	her	last	will	and	testament	dt.
17th	March,	1968	in	Bengali	language	and
Character	where	she	was	and	bequeathed	all
the	proportions	including	the	premises	No.	
6,	Chakraborty	Road,	South	Calcutta	in	the
manner	and	in	favor	of	the	persons
named	therein	the	said	Last	will	and
Testament	and	appointed	her	husband	the	
said	Subhendu	Prasad	Roy	Choudhary	as	
executors	to	the	said	Last	will	and
grants	dated	17.3.68.	AND	WHEREAS	the	said
will	and	Testamen t	date	17.3.68	interalia	contai-
ins that	the	said	executor	may	sell	any
proportion'	mentioned	the	said	will	for	propert
management	of	the	estate	of	the	said
Sm. Champowati	Debi	Deceased	including	the		
premises	No. 6,	Chakraborty	Road,	(South)	AND	
WHEREAS	the	said	grant	is	still	in
force	and	virtue	AND	WHEREAS	BY	virtue
the	said	grant	of	probate	the	estate
(Page No. 7)	of	the	deceased	Sm. Champowati	as	vested
Sri Subhendu	Prasad	Roy	Choudhary	for		
the	purpose	of	representation	and	administration	
AND	WHEREAS	AS	estate	duty,	Court	fees
and	funeral	and	testamentary	expenses	and	
filed	inventory	and	account	in	the	said
Court.	AND	WHEREAS	in	order	to	complete
administration	of	the	estate	and	to	cover

10/11/68



up the other legal expenses incurred by the above named it is now necessary to sell some portion of the estate a for the payment of certain debts and other lawful expenses and discharge of the legacies an for the maintenance of the estate as provided in the said last will and Testament of the deceased Sh. Champaveti Debi, there having no funds to the credits of the estate or any other available resources, the executor above named has agreed with the purchaser above named has agreed with the purchaser above named to sell 1/2, (one half) undivided share in the said 'Premises' contained an area of 9 cottah 4 Chittacks (be the same a little more or less together with the structures standing thereon and is known as premises No. 6, Charaberia Road, (South) P. 3. Bhawanipore Calcutta - 25' Dist- 24 P. 3. (South) and which is more fully and particularly described in the schedule 'A' hereunder written free from all encumbrances liens, dispendens, attachments, requisitions and requisitions but subject to the tenancies of the tenants as defined under the provisions of the West Bengal Premises Tenancy Act, (Page No 8) Act, 1956 full particulars of such tenants are set out in the schedule 'A' hereunder written at and for the price of Rs. 1,65,000/- (Rupees One lac sixty five thousand) only calculating Rs. 40,000/- (Rupees forty thousand) only per cottah and the same being the high condition of the market. AND WHEREAS the intended sale is in due course of administration and for the benefit of the estate. AND WHEREAS Pursuant to the said desire

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Govt. of West Bengal
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of	the	said	Sri	Subbendu	Prasad	Roy	Chou-
Shary	and	to	carry	the	same	into	effect
the	said	executor	Sri	Subbendu		Prasad	
Roy	Choudhary	sold	transferred	granted			and
conveyed	the	undivided	1/2	(one	half)	part	
of	share	of	the	premises	No.	6,	Chakra-
beria	Road,	(South)	in	the	town	of	Calcutta
to	Sri	Ajit	Kumar	Esha	at	a	price
Rs.	1,85,000/-	(Rupees	One	Lac	eighty	five	thous-
and)	Only	on	the	18th	November,	1989	AND
WHEREAS	by	a	conveyance	dated	3rd	Novem-	
ber	1989	made	made	between	Sri	Subbendu	Prasad
Roy	Choudhary	as	executor	to	the	last	Will
and	testament	dated	17th	day	of	March,	1960
of	Chandwati	Debi	Choudhary,	the	Vendor		
therein	mentioned	of	the	one	part	and	MESSRS
SHARMA	HOUSING	DEVELOPMENT	the	purchaser	therein		
mentioned	of	the	other	part	and	registered	
in	the	office	of	the	Registrar	of	Assu-
located	Calcutta	in	Book	No.	1,	Volume	No.
Serial	No.	13605	Pages	to			
Being	No.	11438	for	the	year	1989	the
Sri	Subbendu	Prasad	Roy	Choudhary	the	Vendor	
therein	mentioned	sold	granted	transferred	and		
conveyed	the	remaining	undivided	1/2	part		
of	share	of	and	in	the	said	premises
No.	6,	Chakra-	beria	Road,	South	in	the
of	Calcutta	to	the	said	Sharma	Housing	
Development	for	valuable	consideration	and	free		
from	all	encumbrances	whatsoever.	AND	WHEREAS		
purchase	to	the	aforsaid	purchase	the		
said	undivided	1/2	(one	half)	part	of	share
of	the	said	premises	No.	6,	Chakra-	beria
Road,	South	in	the	town	of	Calcutta.	AND
the	vendor	is	thus	seized	and		



possessed	of	or	otherwise	well	and	and	sum
ciently entitled		to	as	owner	of	the	Rs. 1599
undivided	1/2	part	or	share	of	an	dated
the	said	premises	No.	8,	Chakraborty	Road	East
South	in	the	town	of	Calcutta	free	from
all	encumbrances	whatssoever.	AND	WHEREAS		the	Vendor
Vendor	declares	and	says	that	it	has	part
chased	the	premises	along	with	Ajit	Kumar	Saha
for	erecting	a	Multi	Stories	building		for
in	joint	ventures	but	the	same	could	not
be	possible	due	to	various	development		of
and	also	with	the	said	Ajit	Kumar	Saha
and	moreover	the	tenants	of	the	said	premises
premises	are	not	vacating	the	said	premises	and
premises	are	not	vacating	the	said	premises	and
although	they	have	assured	to	vacate	the	premises
same	before	purchasing	the	said	premises	and	the
moreover	various	Municipal	Rules	have	been	made	and
and	present	for	which	it	is	not	profitable
to	make	construction	over	the	said	premises	and
and	the	Vendor	therefore	decided	to	sell	its
said	undivided	1/2	part	or	share	of	and
in	the	said	premises	at	a	price	of
Rs.	2,00,000/-	(Rupees two	lacs)	only	free	from	
all	encumbrances,	whatssoever,	AND	WHEREAS	the	confidential	
single	party	having	come	to	learn	the	desire
of	the	vendor	approached	vide	1/2	part	of
share	of	the	said	premises	No.	8,	Chakraborty
Road,	South	and	on	3rd	day	of	
February,	1980	entered	into	an	Agreement		
for	sale	within	the	said	Share	House	
ing	Development	to	purchase	the	said	undivided	
vided	1/2	part	or	share	of	the	said
premises	No.	8,	Chakraborty	Road,	South	at	a
consideration	of	Rs.	2,00,000/-	and	paid	a	





of sufficient sum of Rs. 1,50,000/- (Rupees one lakh and fifty thousand) only in cheque being No. 226650 dated 30th January, 1990 drawn on Canara Bank, 27th Street, (Branch) as Earnest and/ Road, or payment against the said total consi- e from the operation of Rs. 2,00,000/- AND WHEREAS is purchase the said confirming Party being unable to purchase, nominate and assigned the said agreement for sale dated 3rd February, 1991 in favour of the present purchaser Sri Jatan development Lal Parakh on receipt back the said Earnest money of Rs. 1,50,000/- by cheque No. 989933 on 25.1.91 on City Bank, Calcutta in the (Page No. 10) receipt whereof, confirming premises said party doth hereby whereof, confirming party doth hereby admit and acknowledge. AND and WHEREAS the Vendor has accepted the said nomination and adjusted it in books account have amended accordingly. AND WHEREAS at the request not profits of the purchaser the confirming party has premises agreed to join in the said conveyance as sell its confirming party agrees to confirm the sale of and what is being justified and his signature price of at the foot of this documents. AND free from the Purchaser now desires to the confirm complete the sale on payment of the desire balance sum of Rs. 69,000/- less to part of the vendor for purchase of the said 6, Chak- undivided 1/2 part of share of said dly of in the said premises No. 6, Chaka- Agreement beria West, South in the town of Cal- said undiv- cutta against the total gross price of said pre- Rs. 2,00,000/- (Rupees Two Lakhs) only. at a the receipt whereof is admitted and ack- completed by the vendor as per memo



74

of	consideration	below.	NOW	THIS	DEED	OF	SAL	property
WITNESSETH	that	in	pursuance	of	the	said	tenants	
agreement	and	in	consideration	of	the	said	to	
of	Rs.	2,00,000/-	(Rupees	Two	Lakhs)		the	st
only	to	be	paid	by	the	purchaser	to	are
the	Vendor	as	per	memo	of	consideration	below	witnesed,
the	receipt	whereof	the	vendor	doth		based	
hereby	admit	and	acknowledge	and	of		all	
and	from	the	payment	of	the	same	and	Court,
do	thereby	release	acquit	forever	dis-		regard	
charge	the	purchaser	as	well	as	of	liberties	
the	'said	hereditaments	and	premises	and	even	whatspev	
part	thereof)	the	vendor	doth	by	them	and
present	in	defensible	grant,	sell	conve		or	
transfer,	unto	the	purchaser	its	absolute		the	
right	title	and	interest	of	the	said	held	
property	mentioned	in	the	schedule	'A		or	
given	below	free	from	all	encumbrances	what-	theret	
soever	and	also	assigned	and	secure		and	
hereto	the	the	Vendor's	right	to	realise	all	
the	old	and	current	rents	from	the	tenant	claim
in	occupation	of	the	said	premises	unto	and	
the	extent	of	the	purchaser's	share		the	
from	the	tenant	in	occupation	of	the	wise	
said	premises	fully	and	particularly	described		part	
in	the	Schedule	'B'	below	which	conty	'men'	
ALL	THAT	1/2	part	of	share	of	and	con
the	same	or	parcel	a	of	rent	free	her
and	measuring	about	more	or	less	9	and	
Cottages	4	Chittagans	together	with	the		be	
structures	standing	thereon	with	all	encu-		th	
ments	and	appurtenances	on	the	said	land	here-	f)
ditaments	and	premises	No.	6,	Chakroberia		or	
Road,	(South)	and	the	Vendor	has	delivered	i	





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SALE	property	hereby	conveyed	along	with	the
said	tenants	by	issuing	letter	of	attorney
sum	to	the	tenants	already	inducted	on
)	the	said	land	hereditaments	and	premises
to	are	or	is	or	heretofore	were
below	situated,	putted	bounded	calm	known	man-
both	bered	described	or	distinguished	TOGETHER	WITH
of	all	structures,	out	houses	fixtures	yards
and	Coast,	yards	and	the	full	benefits
dis-	tages	of	the	said	ancient	and
of	liberties	assessments	privileges	and	appurtenances	
every	whatsoever	to	the	said	messuage	land
these	and	premises	or	any	part	thereof
convey	or	in	anywise	appurtenance	to	or
of	the	same	or	any	part	thereof
said	held	used	occupied	or	enjoyed	therewith
"	or	reputed	to	belong	or	be
what-	thereto	and	the	reversion	remainder	or
share	and	every	part	thereof	profits	TOGETHER
realise	all	the	estate	right	title	and
be	claim	and	demand	whatsoever	both	in law
unto	and	in	equity	of	the	vandor
have	the	said	messuage	land	hereditaments	and
of	also	and	premises	(Page No. 13)	and	every
described	part	thereof.	And	all	deeds	particans
containing	and	writings	and	evidences	of	title
and	in	conclusively	relate	to	the	messuage
free	hereditaments	and	premises	or	any	part
9	and	which	now	are	hereafter	shall
with	be	in	the	custody	power	or
all	the	vandor	or	any	person	or
land	from	whom	be	own	procures	the
Ghokraheria	out	any	action	or	suit	at
delivered	in	equity	TO	HAVE	AND	IT
	xxx	xxx	xxx	xxx	xxx	xxx



said	message	land	hereditaments	and	premises	done
herely	granted	transferred	and	conveyed	of	things
expressed	the	Vendor	both	herely	of	perfectly
entails	with	the	purchaser	that	the	and
for	now	has	an	indefeasible	estate	and
title	as	and	or	an	estate equivalent	to
and	absolute	title	as	and	for	an
equivalent	to	and	estate	in	fee	simple
from	all	encumbrances	and	have	good	right
full	power	and	absolute	authority	to	grant
convey	and	transfer	the	said	message	and
hereditaments	and	premises	herely	granted		
sole	conveyed	and	transferred	to	expressed	definitely
and	intended	so	to	be	unto	and
THE	USE	OF	the	Purchaser	in	such
as	resaid	and	that	the	purchaser	at
time	shall	hereafter	peaceably	and	quietly	enjoy
possess	and	enjoy	the	said	message	and
hereditaments	and	premises	and	receive		thereof
from	the	tenants	on	the	said	premises
and	also	issues	and	profits	therefore	
without	any	lawful	eviction	interruption	of	
or	demand	whatsoever	from	or	by	the
or	any	person	or	persons	lawfully	and
equitably	claiming	as	aforsaid	and	the	
the	vendor	and	all	persons	having	
or	lawfully	or	equitably	claiming	any	
estate	or	interest	whatsoever	in	the	
said	message	land	hereditaments	and	premises	or
any	part	thereof	from	under	or	in
for	him	and	the	vendor	shall	and
from	time	to	time	and	at	all
No.	13)	and	all	the	times	hereafter
the	request	and	costs	of	the	purchaser



tenancies	of	the	tenants	as	mentioned	as	les.
hereinafter	and	further	that	the	shall	gether	wit'
has	not	any	time	done,	executed	or	par-
formed	or	suffered	to	the	contrary	or	lying
been	partly	or	privy	to	any	act	done
thing	whereby	or	by	reason	or	means	other
the	said	property	is	or	may	be	impe-
ached,	charged	encumbered	or	affected	or		
whereby	the	said	executors	may	be	prevented	
from	transferring	or	conveying	the	said	pro-	
party	in	the	manner	aforsaid	and	further	more
that	the	said	vender	has	not	at	any
time	heretofore	assented	to	the	vesting		
of	the	said	property	nor	given	nor	made
any	conveyance	or	conveyances	thereof	in		
favour	or	any	person	or	persons	whats-	
ever,	AND	he	vender	doth	herely	covenant	
with	the	purchaser	that	the	fully	approve	morefull
and	consent	to	the	Transfer	of	the	annexed
said	premises	in	the	manner	aforsaid		marked
and	in	favour	of	the	purchaser	and	that
has	not	done	or	committed	or	knowingly	
suffered	or	being	partly	or	privy	to	make
not	done	thing	whereby	or	privy	or	by
he	is	prevented	from	consenting	or	approving	
confirming	and	assuring	the	transfer	sale		
convey	of	the	said	premises	in	the	manner
aforsaid	or	whereby	the	said	premises	of	
any	part	thereof	are	is	can	or	may
be	encumbered	or	affected	in	title	or	
otherwise	(Page	No.	15)				
	THE	SCHEDULE	'A'	ABOVE	REFERRED TO		
ALL	THE	1/2	half	part	undivided	share	in
the	piece	or	parcel	of	land	containing	by
containing	by	measuring	about	more	or		

- 1.
- 2.
- 3.
- 4.
- 5. (B-C)
- 6.
- 7.
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- 11.
- 12.
- 13.





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tioned	less	9	Cottages	4	Chittacks	to-
under	with		Structures	Standing	thereof	and
per-	at	being	premises No.	6,	Chakraborty	Road,
or	(South)	P.	Shawnipore,	Calcutta-	25	Dist.
or	the	Parganas (South)	Within the	Municipal	limits	of
where	the	town	of	Calcutta	and	being
impes-	bounded:-					butted
or						and
verted	ON	THE	NORTH	By	5A,	Mahesh Choudhury
ld pro-				Lane,	Calcutta	
other mora	ON	THE	SOUTH	By	Chakraborty	Road, (South)
any						
o vesting	ON	THE	EAST	By	7,	Chakraborty
r made				(South)		
in	ON	THE	WEST	By	Mahesh Choudhury	Lane,
whatso				Calcutta.		
vestment						
approve	morefully		described	in	the	Map
f the	annexed to		the	conveyance	dated	18.11.1999
foreaid	marked "A".					and
hat the			SCHEDULE "B"	ABOVE	REFERRED	TO:
knowingly	1.	Ran Dhan	Sharma	16/-	Plus	Nil
reason why	2.	Satyabadi	Puhan	26/-	"	4/-
by any res	3.	Mayadhar	Sony	35/-	"	4/-
approving	4.	Biswasbhar	Das.	25/-	"	4/-
sale	5.	Birkishore	Das	27/-	"	4/-
the manner	6.	Yarunkar Sahu		35/-	"	4/-
item of	7.	Fagu Pristi		26/-	"	4/-
may	8.	Narayan Ch. Sahu		26/-	"	4/-
title or	9.	Santan Sahu		26/-	"	4/-
to	10.	Mangal Mahato		26/-	"	4/-
here in	11.	Sukdeb Sahu		26/-	"	4/-
by	12.	Mani Shadra Pristi		30/-	"	4/-
or	13.	Shama Das		26/-	"	4/-



15.	Surjmoni Panda & Anr		37/-	Plus	4/	Rs.	41	IN	W
16.	Cadahar Panda		38/-	"	4/-	Rs.	42	and	F
17.	Sukdeb Rai		27/-	"	4/-	Rs.	31	month	1
18.	Ranaj Kamath		26/-	"	4/-	Rs.	31		
19.	Darsan Rai		31/-	"	4/-	Rs.	35		
20.	Indramoni Sahu								
&	Chandramoni Sahu		26/-	"	4/-	Rs.	30		
21.	Madhab Ch. Sahu							SIGNED	
&	Ors.		26/-	"	4/-	Rs.	30	AT	
22.	Kashi Nath Sahu		26/-	"	4/	Rs.	30	Presence	
23.	Moyadhar Sahu		27/-	"	4/-	Rs.	31	Aban	1
24.	Jagu Patra		26/-	"	4/-	Rs.	30	Advice	2
25.	Kamal Karth		29/-	"	4/-	Rs.	33		
26.	Banbehari Panda		26/-	"	4/-	Rs.	30		
27.	Nityaranda Sahu		42/-	"	4/-	Rs.	46	Delhi	
28.	Krishna Ch. Sahu		26/-	"	4/-	Rs.	30	13	
29.	Kandhuri Ch. Sahu		26/-	"	4/-	Rs.	30	p.o.	
30.	Ram Ch. Sahu		23/-	"	2/-	Rs.	25	Dist	
31.	Seshi Sahu and								
	Satish Sahu		21/-	"	2/-	Rs.	23		
32.	Krishna Ch. Sahu		21.50	"	2/-	Rs.	23		
33.	Parhlad Nanda		28/-	"	4/-	Rs.	32	2) - R E	
34.	Harish Ch. Kar		25/-	"	4/-	Rs.	29	name	
(P-17)	Banchaidi Jana							of	
35.									
36.	Kali Ch. Kar		26/-	"	4/-	Rs.	30	Two	
37.	Parikashit Das		26/-	"	Nil	Rs.	26	full	
38.	Purusshotpas Sahu							not	
&	Ors.		26/-	"	4/-	Rs.	30	be	
39.	Dhirendra Kr. Saha		30/-	"	Nil	Rs.	30		
40.	Upendra Nath Das		32/-	"	Nil	Rs.	32		
41.	Kartick Ch. Das		31/-	"	4/-	Rs.	35		
42.	Office Room								
43.	Megh Nath Dnal		33/-	"	4/-	Rs.	37		
44.	Bishwasber Das.		22/-	"	4/-	Rs.	26		



Govt. of West Bengal
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BOOK NO.

PAGE NO. 19.

41/-	IN	WITNESS	WHEREOF	the	Vendor	hath	set
42/-	and	subscribed	his	hands	and	seal	the
31/-	month	and	year	first	above	written.	day
30/-							
35/-							
30/-							
30/-	SIGNED	SEALED	AND	DELIVERED	For	Bhawan	Housing
30/-	AT	CALCUTTA	in	The	-	ment	
30/-	Presence	of	1-			Lalit	1st
31/-	Manoj Lal						Partner
30/-	Advocate	High	Court		For	Bhawan	Housing
33/-		Calcutta			Development		
30/-					Fresh	Raj	1st
45/-	Joshi	Feroza	Bakshia		For	Bhawan	Housing
30/-	12	Amulda	Road		Development		
30/-	P.C.	Naikati			R. S	Agarwal	Partner
25/-	Plot	24	Barangahat (N)		For	Bhawan	Housing
23/-					Development		
23.50					Sudhakar	1st	Partner
32/-					Sita Ram	Agarwala	
29/-	RECEIVED	from	the	within	confirming	partly	
	name	Purchaser	the	sum			
	of	Rs.	2,00,000/-	(Rupees			
30/-	Two	Lakhs)	only	being			
26/-	full	amount	of	consideration	herein		
	money	mentioned					
	below	:-			Rs.	2,00,000/-	
30/-					Rs.	2,00,000/-	
30/-					(Rupees	Two	Lakhs)
32/-							
35/-							
37/-							
26/-							



MEMO OF CONSIDERATION:

Copy Reg. order no. 134776
 dated 6/11/1931 issued
 by Mr. J. J. B. B. B. B.
 No. 5. Land Grant - Certificate
 in favour of Messrs Bharat
 Harising Development - Rs. 50,000
 in earnest money paid on 3rd
 Feb 1930. In the certificate
 it is stated that agreement for
 sale - dated 3rd Feb 1931 - Rs. 1,50,000
 was made.

(Where no fees only)

WITNESSES:-

Amended Recd.
 of receipt
 Computed by
 Kalitka

For Bharat Harising
 Development
 Mr. J. J. B. B. B.

For Bharat Harising
 Development
 Mr. J. J. B. B. B.

For Bharat Harising Development
 Mr. J. J. B. B. B.

For Bharat Harising
 Development
 Mr. J. J. B. B. B.

For Bharat Harising Development
 Mr. J. J. B. B. B.









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DOCUMENT NO

YEAR

BOOK NO

PAGE NO

Non Judicial ST 5 5
S.A. No 18077

name: Anandul Chandra Das
Att. c 10, old post office Street
Calcutta collection trip trip
S.A. displaced 20/7/77 ✓
trip S.A. displaced
S.A.

Non Judicial ST 5 5
S.A. No 18068

name: Anandul Chandra Das
Att. c 10, old post office
Street
Calcutta collection trip trip
S.A. displaced 20/7/77 ✓
S.A.

Non Judicial ST 5 5
S.A. No 18077

S.A. No 18077



near
 Add: 10

h
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 no
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near
 Area = 3403 9 May 1991
 name

add 10, old
 road

near
 name =

add 10, old
 road





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Record Sheet under
Calcutta Registry Office of B. 4002
non judicial Staff is as
Sr No. 3421
Age - 45 years
10 old Regd. Office Staff
40 Family only

Record Sheet under
Calcutta Registry Office
off B. 4002

COPY PREPARED BY
Subodh Chandra
A. C. Das
A. A. Das
Sunder Raj Choudhury

Comparison
Valid till 2010



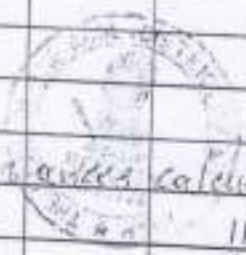


DOCUMENT

YEAR

Under
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 date the
 25020
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 1 35
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 home -
 10-5-91
 the
 residence
 195191
 using
 Jain
 Agar-
 sita-
 Agar-
 to be made
 there.
 documents
 between

For Bhavrat Housing development
 R. B.S. Agarwal - partner
 Ex. dhanraj Agarwal.
 For Bhavrat Housing development
 swarnap Das - partner -
 sita ram Agarwal - confirming party
 Identified by - Ananta Lal Dutt Advocate High
 court Calcutta - Ananta Lal Dutt
 Advocate High court Calcutta -
 sd - C. B. Brahma -
 Registrar U.S. (1) of Assurances Calcutta - 10/5/91
 Registered in -
 Book No - I
 Volume No - 123
 Pages 63 - 89
 Being No - 7286
 For the year 1991
 The seal of the Registrar of Calcutta
 sd - P. K. Mandal -
 Registrar U.S. (2) of Assurances Calcutta -
 11-2-92
 Endorsement copied by
 Nazim Khan sb. Das
 11-2-92
 True copy
 Registrar U.S. (2) of
 Assurances Calcutta.
 11-2-92



ADD. Joint Sec. Records (Records)
 20 AUG 1992
 P. B. K. S. S.

[Handwritten signature]

