BASTU

BASTU

7.

DEED NO'- I-3456/01, Date→

DEED OF SALE

BETWEEN

NEW STANDARD ENGINEERING CO.

.....**VENDOR**

AND

BUDDHADEB MAZUMDER

..... **PURCHASER**

7106.P — 3454 — 1000 Rs.

INDIA NON JUDICIAL

१000रु. Rs 1000

सत्यमेव जयते

भारत

एक हज़ार रुपये ONE THOUSAND RUPEES

Stamp duty under the Indian Stamped Act-1899 as also as amended by W. Bengal Stamp Amendment Act-1988 Schedule Ie No. 23 (c) and also under Section 82 (1) of the Calcutta Improvement Act-1911 Stamp duty paid under the Stamp Act Rs. 14525.65 Additional duty under G.I. Act Rs. Paid in excess Rs. Total Rs. 11125.65 Fee Paid as under

Additional Registrar of Assurances

DEED OF SALE

THIS DEED OF SALE made this 27th day of November Two Thousand **BETWEEN NEW STANDARD ENGINEERING CO.** a H.U.F. Business represented by its Karta **NANDA GOPAL BISWAS** AND by its member **SUNDAR GOPAL BISWAS**

Contd.....

14666 16 NOV 2000

SL. NO. ..... DATE .....

NAME ..... Buddhadeb Mazumder

ADD ..... C/E, 53/1, Rabindra Nagar, Calcutta-48

AMT 1000/-

Stamp duty paid by Stamps worth Rs. 3400/- affixed for the document to which this form is attached. Details of stamps are as follows: 1000 Required

3@1000/- 3000/-
4@1000/- 4000/-
7@ 3400/-

LICENSED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE

Presented for Registration in the Calcutta Registration Office on the ..... day of 20

Nanda Gopal Biswas

NEW STANDARD ENGINEERING CO. (HUF)

Nanda Gopal Biswas
Karta

3671

For and on behalf of
Sundar Gopal Biswas
Nanda Gopal Biswas
(NANDA GOPAL BISWAS)
Constituted Attorney
Vide Regd. Power of
Attorney dt. 13. 10. 2. 00.
In Book No. IV, Volume
No. 19, Pages 1 to 11,
Being No. 747 for the year
2000 at A.D.S.R. Alipore.

3673

Buddhadev Mazumder

Sadhasai Bosal
Sd/- P.K. Bosal
Lower Rate
Sub Registrar of Assurances
Calcutta

Sabyasachi Bosal

27/11/2000

1000Rs.

INDIA NON JUDICIAL

१000रु.

Rs 1000

सत्यमेव जयते

भारत

एक हज़ार रुपये ONE THOUSAND RUPEES

both sons of late Gour Hari Biswas, both residing at 91, Hazra Road, Police Station Tollygunge, Calcutta – 700 026, hereinafter called the **"VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors

N G Biswas

Contd ...

B Jindal

1000Rs.

INDIA NON JUDICIAL

१000रु.

Rs 1000

सत्यमेव जयते

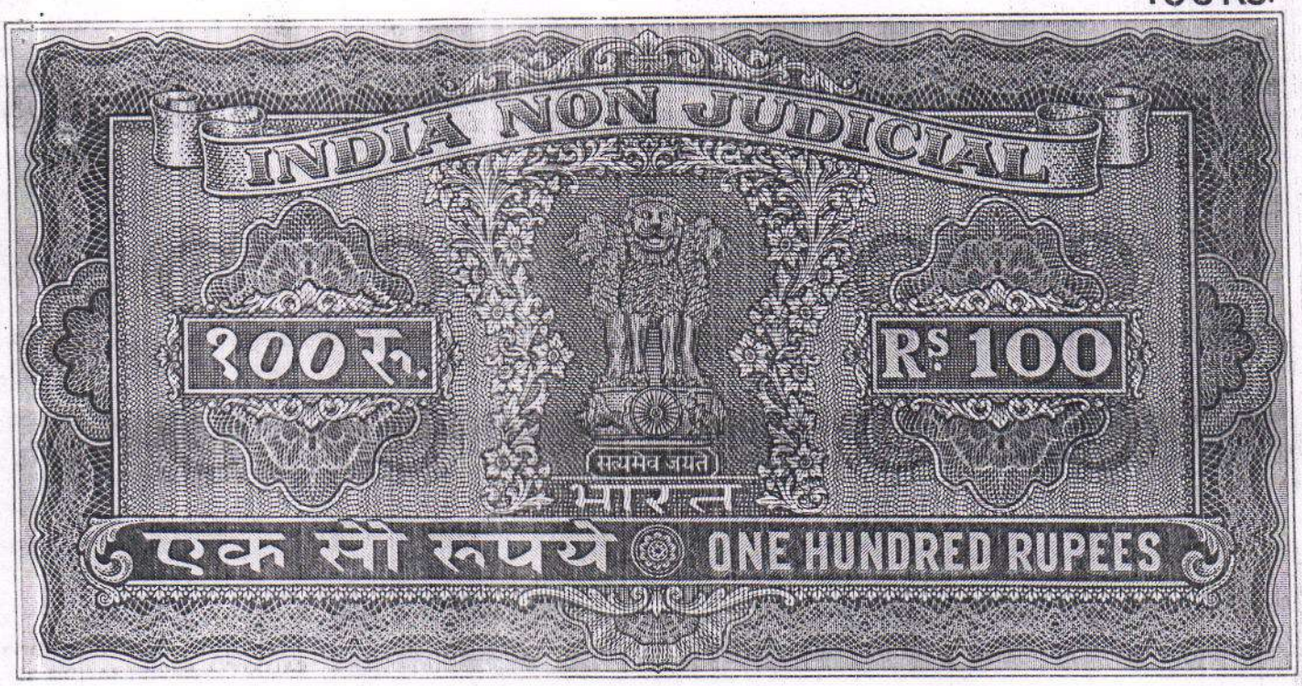
भारत

एक हज़ार रुपये ONE THOUSAND RUPEES

and assigns and respective heirs, executors, administrators, legal representatives of the Karta for the time being of the H.U.F. Business) of the **ONE PART AND BUDDHADEB MAZUMDER** son of Late Ramani Kumar Mazumder, residing at C/E, 53/1,

Contd ...

100Rs.



Rabindra Nagar, Police Station – Metiaburuz, Calcutta – 700 018, 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**.

Contd ...

100Rs.

INDIA NON JUDICIAL

१00रु.

Rs 100

सत्यमेव जयते

भारत

एक सौ रुपये ONE HUNDRED RUPEES

WHEREAS the Standard Engineering Company Limited having its registered office at 62, Bowbazar Street, in the town of Calcutta and Gour Hari Biswas since deceased, being the predecessor in title of Lalit Mohan Biswas, Kshirod Gopal Roy, Bhagaban Chandra

Contd ...

100Rs.

INDIA NON JUDICIAL

१०० रु.

Rs 100

सत्यमेव जयते

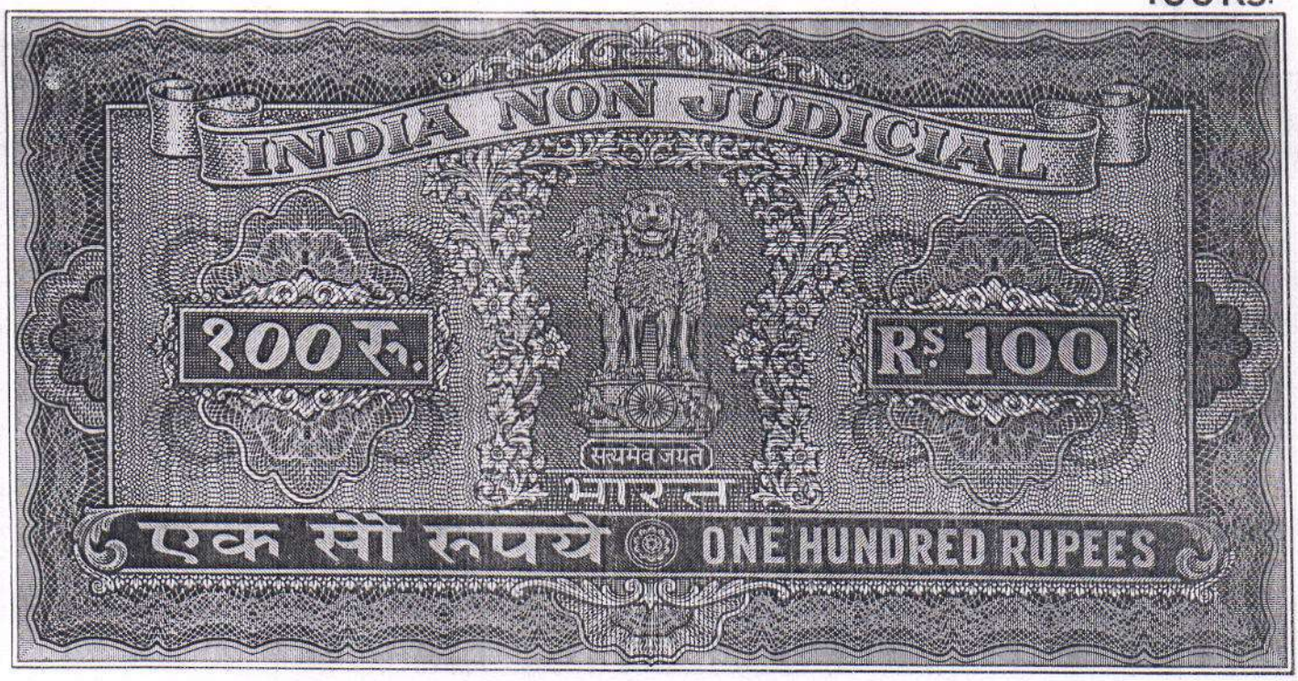
भारत

एक सौ रुपये ONE HUNDRED RUPEES

Biswas and Rabindra Nath Chakravorty and Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas had been carrying on brick manufacturing business jointly with each other at Bhangakhal and at Monikhal Brick fields situated within P.S. Matiaburuz

Contd ...

100Rs.



and Mohestolla under the name and style of The Standard Engineering Company Ltd. (hereinafter called "the Partnership Business") having Nine annas share or interest and the aforesaid Gour Hari Biswas having seven annas share or interest in the said partnership business.

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AND WHEREAS by a resolution dated 01.05.1943 the Partnership Business was dissolved and it was agreed upon by and between the partners that all the assets of the partnership business including the office buildings, godowns, structures, colliesheds, kilns with chimnies, tools, plants, out houses and the brick field land and office and quarters situated thereon including bastu land together with structures thereon would be sold and the sale proceeds would be distributed in proportion of nine annas and seven annas share or interest between the said partners according to their respective shares hereinbefore mentioned.

AND WHEREAS the said partners sold all debts, stocks in trades and effects to different parties and apportioned the sale proceeds thereof amongst themselves according to their proportion of shares.

AND WHEREAS the partners had agreed to sell all interests and assets of the partnerships business with Gour Hari Biswas, Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas and Bhut Nath Chakraborty since deceased being predecessor in

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interest of Rabindra Nath Chakravorty and Lalit Mohan Biswas, Kshirod Gopal Roy and Bhagaban Chandra Biswas who used to carry on brick manufacturing business jointly on partnership basis with each other under the name and style of the "New Standard Engineering Company" having its registered office at 62, Bowbazar Street, Calcutta.

AND WHEREAS by a registered Sale Deed dated 11th day of March, 1947 and registered at Sadar Joint Sub-Registry Office at Alipore in Book No. I, Volume No. 15, Pages 270 to 277, Being No. 822 for the year 1947, the aforesaid partners of "The Standard Engineering Company Limited" and Gour Hari Biswas sold to Lalit Mohan Biswas, Kshirod Mohan Biswas, Bhagban Chandra Biswas, Rabindra Nath Chakravorty, Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas sold the aforesaid all interests and assets of the Partnership business namely building, Golepatta huts, sheds, godowns, offices, out-houses bastu land together with structures at Bhangakhal and Manikhal brick fields with all appurtenances, tools, plants, kilns and lands of both Bhangakhal and Manikhal Brick fields

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for the valuable consideration therein mentioned and made over and delivered possession of the same to them.

AND WHEREAS the partnership firm namely the "New Standard Engineering Company" recorded and expressed its articles by a Deed dated 18th September 1950 and registered at the Calcutta Registry Office in Book No. IV, Volume No. 68, Pages 223 to 230, Being No. 5282 for the year 1950 mentioning specification of shares of the partners.

AND WHEREAS Gour Hari Biswas died intested leaving his two sons namely Nanda Gopal Biswas and Sundar Gopal Biswas and his window Smt. Rohit Kumari Biswas as his heirs, who joined as partners in the partnership business known as the "New Standard Engineering Company" in place of the deceased as a Single unit in pursuance of the Articles of Association of the partnership firm.

AND WHEREAS thereafter Bhutnath Chakravorty died intestate leaving his only son Rabindra Nath

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Chakravorty as his only heir who joined as partner in the partnership business in place of the deceased Bhutnath Chakravorty in pursuance of the Articles of Association of the partnership firm.

AND WHEREAS while the partnership business was carried on by the seven partners as aforesaid a Resolution was passed on 11.11.1956 whereby it was resolved that Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas being the owners of seven annas share or interest of the partnership business would purchase the nine annas share or interest belonging to other partners of the "New Standard Engineering Company", and would carry on the business in the same name and style of the "New Standard Engineering Company," as owners of 16 annas share or interest of the Manikhal Brick Field at Krishnanagar appertaining to Akra Krishnanagar, P.S. Moheshtola, District 24-Parganas and lands of Bhangakhal Brick Field under Garden Reach Municipality, P.S. Metiabruj, District 24-Parganas and the office and quarters situated upon the brick fields lands and bastu land together with structures thereon

N G Biswas

Contd ...

including permanent right in the said land and the brick manufacturing business together with all tools, appliances, structures, plants with goodwill and Brand Viz. S.E.C.O. for the valuable consideration of 16 annas share or interest and would also pay the value of the stocks in trade, Bazar dues and outstandings to be ascertained later on.

AND WHEREAS in pursuance of the resolution as aforesaid, a "**BAINAPATRA**" was executed between Lalit Mohan Biswas and others and Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas, on 27.11.1956 where under the said Nanda Gopal Biswas and two others paid a further sum exclusive of the amount paid in the "**BAINAPETRA**" for the Nine annas share or interest of the Partnership Firm and possession of the Brick Fields including bastu land together with structures thereon were made over to Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas.

AND WHEREAS the value of the outstanding assets of the partnership firm, the "New Standard

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Engineering Company" and outstanding amount and liabilities were assessed and according to such assessment the value of seven annas share or interest of Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas was deducted and the value of remaining Nine annas share or interest was agreed to be paid to the other partners.

AND WHEREAS by a Deed of Sale dated 21.08.1957 and registered at Sub-Registry Office Alipore in Book No. I, Volume No. 93, Pages 209 to 293, Being No. 6944 for the year 1957, Lalit Mohan Biswas and others sold to Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas their Nine annas share or interest in the partnership business and all movable and immovable properties including Maniklal Brick Field including the said bastu land with structures thereon belonged to the said partnership fully described in the Schedule of Properties mentioned therein.

AND WHEREAS after purchase as aforesaid of all right, title and interest of the said Lalit Mohan

N G Biswas

Contd ...

Biswas, Kshirod Gopal Roy, Bhagaban Chandra Biswas and Rabindra Nath Chakravorty in the said brick field including bastu land together with structures thereon namely Manikhal brick field, the said Nanda Gopal Biswas, Sundar Gopal Biswas and Rohit Kumari Biswas became the joint owners of 16 annas share or interest in the said Manikhal Brick field including the bastu land together with structures thereon each having undivided 1/3rd (one third) share or interest in the same and they started in carrying on family business thereof under the name and style of "New Standard Engineering Co." as H.U.F. Business.

AND WHEREAS Rohit Kumari Biswas made and published her Last Will and Testament dated 23.09.1980 which was registered at the office of the Registrar of Assurances Calcutta in Book No. III, Volume No. 27, Pages 6 to 13, Being No. 462 for the year 1980.

AND WHEREAS under the said Will Rohit Kumari Biswas gave, devised and bequeathed her undivided one third (1/3rd) share or interest in her all

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properties in favour of her two sons namely Nanda Gopal Biswas and Sundar Gopal Biswas by exclusion of the other heirs including her two married daughters, Rohit Kumari Biswas appointed her son Nanda Gopal Biswas as sole executor failing which her other son Sundar Gopal Biswas, to obtain the Probate of her said last Will.

AND WHEREAS the Vendor recorded its name in the Settlement record and Revenue record as owners of the said Manikhal Brick field including the bastu land together with structures thereon.

AND WHEREAS Rohit Kumari Biswas died on 08.11.1993 leaving her said last Will and Testament dated 23.09.1980 and her sons and daughters.

AND WHEREAS in terms of the Will and Testament as aforesaid of Rohit Kumari Biswas, Nanda Gopal Biswas and Sundar Gopal Biswas would be the owners of undivided one sixth ($1/6^{th}$) share or interest in the said Manikhal Brick Field including bastu land together with structures thereon out of their mother's

Contd ...

undivided one third (1/3rd) share or interest. Thus Nanda Gopal Biswas and Sundar Gopal Biswas became the absolute owners of undivided one third (1/3rd) share or interest by purchase and each of them would acquire undivided one sixth (1/6th) share or interest after grant of Probate of the Will of their mother and accordingly each of them would become the owner of the undivided one half (1/2) share or interest in it.

AND WHEREAS the executor applied before the Ld. District Delegate at Alipore for grant of Probate of the Will of Rohit Kumari Biswas which is pending before the said Court.

AND WHEREAS pending the grant of Probate of the Will of Rohit Kumari Biswas in the Court of Law as aforesaid, the Vendor has agreed to sell the undivided one fourth (1/4th) share or interest being equivalent to 6 Cottahs 12 Chittacks 38 Sq.ft. more or less together with structures thereon (hereinafter called the said share) fully described in the Schedule hereunder written free from all encumbrances and all other liabilities whatsoever but subject to pending grant of probate as

N G Biswas

Contd ...

aforesaid and the purchaser has agreed to purchase the same at or for the total price of Rs.67,500/- (Rupees Sixtyseven thousand five hundred) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.67,500/- (Rupees Sixtyseven thousand five hundred) only being full consideration money paid by the purchaser to the vendor on or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge as per Memo below and of and from the same and every part thereof hereby acquit release and for ever discharge the purchaser and the property hereby conveyed) the Vendor doth hereby grant, convey, transfer assign, assure and confirm unto the purchaser **ALL THAT** undivided one fourth ($1/4^{th}$) share or interest in bastu land and structures thereon more fully described in the Schedule hereunder written (hereinafter called "the said share") **AND** all the right, title, interest, property, claim and demand whatsoever of the Vendor in respect of the said share in the said bastu land together with structures thereon and every part thereto **TO HAVE AND TO HOLD** the said share

Contd ...

in the said bastu land and structures thereon hereby conveyed unto the purchaser absolutely and for ever **AND** the Vendor doth hereby convenant with the purchaser that the Vendor had or has good right full power and absolute authority to convey the said share in the said bastu land together with structures thereon hereby conveyed or expressed so to be unto the purchaser and in manner aforesaid **AND THAT** the Vendor and all persons claiming under or through the Vendor shall and will from time to time and at all times hereafter at the request and the cost of the purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said share in the said bastu land together with structures thereon and every part thereof unto and to the use of the purchaser and has delivered possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required **AND** the Vendor hereby covenants with the purchaser that the Vendor shall not hold the purchaser liable for any debt, liabilities, dues, rents and taxes for any period upto this day and the purchaser would not be entitled to hold the vendor responsible for any such

Contd ...

liabilities as the same would be the liability of the purchaser after the date of Sale but the purchaser will be entitled to and realise the assets to which the Vendor shall have no right or claim **AND** further the purchaser will retain his possession of and use and occupy the said share in the said bastu land and structures thereon and that the Vendor will assist and help the purchaser in the said possession, use and occupation of the said share in the said bastu land together with structures thereon and will not disturb or cause anything to disturb the use and possession and occupation of the same.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided one fourth (1/4th) share or interest being equivalent to 6 Cottahs 12 Chittacks 38 Sq.ft. more or less in the bastu land together with structures thereon out of total land measuring 27 Cottahs 3 Chittacks 18 Sq.ft. equivalent to 0.45 acres or 45 decimal (Satak) more or less comprised in Dag No. 419 of Khatian No. 656 of Mouza Krishnanagar (Akra), J.L. No. 1 of Pargana Balia, Touzi No. 2826,

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R.S. No. 52 **TOGETHER WITH** undivided one-fourth (1/4th) share or interest being equivalent to 600 sq.ft. more or less out of total measuring 2400 sq.ft. more or less, in Tile Shed structures standing thereon within the jurisdiction of Maheshtala Municipality, Sub-Registry Office Behala and P.S. Maheshtala in the District of South 24-Parganas, butted and bounded as follows :

ON THE NORTH : By the house and ponds of Phani Das, Kamal Das and Tinkari Das;

ON THE SOUTH : By New Standard Engineering Co. (H.U.F)

ON THE EAST : By Govt. Irrigation Embankment;

ON THE WEST : By New Standard Engineering Co. (H.U.F)

Contd ...

IN WITNESS WHEREOF the Parties have executed these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the abovenamed **"VENDOR"** in the presence of :

1. Sukanta Biswas
21/3 Kasba Road (S) 3rd Lane,
Calcutta - 700 042

2. Satyaparashi Biswas
8 Lowdon Range
Calcutta - 700017

NEW STANDARD ENGINEERING CO. (HUF)
Nanda Gopal Biswas
Karta

For and on behalf of
Sundar Gopal Biswas Member (HUF)
Nanda Gopal Biswas
(NANDA GOPAL BISWAS)
Constituted Attorney
Vide Regd. Power of
Attorney dt. 13. 10. 2000.
In Book No. IV, Volume
No. 19, Pages 1 to 11,
Being No. 747 for the year
2000 at A.D.S.R. Alipore.

(N G Biswas)

SIGNED AND DELIVERED by the abovenamed **"PURCHASER"** in the presence of :

Buddhadeb Bijumdar
(Bijumdar)

1. Sukanta Biswas
21/3 Kasba Road (S) 3rd Lane,
Calcutta - 700 042

2. Satyaparashi Biswas
8 Lowdon Range
Calcutta - 700017

Contd ...

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. 67,500/- (Rupees Syxtyseven thousand five hundred) only being the total consideration money of the undivided one-fourth(1/4th) share or interest of the properties as described and mentioned in the Schedule above referred to as per Memo of consideration below. 67,500/-

MEMO OF CONSIDERATION

By Bankers cheque No.525331, dated 22.11.2000 drawn on State Bank of India, Panchur (Rabindra Nagar) Branch in favour of the Vendor herein. Rs. 67,500/-

Total: Rs. 67,500/-

(Rupees Sixtyseven thousand five hundred only)

WITNESSES :

1. Sudhirendra Biswas
S/o Bansa Pood (Bodhan)
Calcutta - 700033

2. Satyanarayan Road
8, Lower Range
Calcutta 700017

Prepared in my office and
Drafted by me

Advocate.

NEW STANDARD ENGINEERING CO. (HUF)
Nanda Gopal Biswas
Karta

For and on behalf of
Sundar Gopal Biswas Member (HUF)
Nanda Gopal Biswas
(NANDA GOPAL BISWAS)
Constituted Attorney
Vide Regd. Power of
Attorney dt. 13. 10. 2000.
In Book No. IV, Volume
No. 19, Pages 1 to 11,
Being No. 747 for the year
2000 at A,D.S.R. Alipore.
(N Biswas)

Registration
Book No. I
Volume No.
Page
Being No.
of the year

DATED THIS 27TH DAY OF November 2000

BETWEEN

NEW STANDARD ENGINEERING CO.

....VENDOR

AND

BUDDHADEB MAZUMDER

....PURCHASER

25/6/01

DEED OF SALE

8/1-98

Additional Registrar of Assurances

27/11/2000

MR. B. MUKHERJEE, M.Com., LL.B.
Advocate, High Court, Calcutta
Chamber, Office & Residence
P-13, Bank Plot,
Dhakuria,
Calcutta – 700 031.