



STAMP AFFIXED BY.

Admissible under Rule 21, duty stamped under the Indian Stamp Act, 1899, & also as amended by the Indian Stamp Amendment Act 1902 ²⁵ Schedule IA No. 23. ^{1/4} 1/4

and under Section 42A of the Calcutta Improvement Act, 1911. Stamp duty paid under the Stamp Act Rs 1191- Additional duty under H.J. Act. Rs 878-14/ Paid in excess Rs 3-36

Total ... Rs 2072-50
Fee paid as under—

A 246-50
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M. 20-
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E. S. S. S.
Sub-Registrar authorized under Sect 17 of the Indian Registration Act to perform the duties of the Registrar, Calcutta.

6-8 '36

THIS INDENTURE made this 6th day of August One thousand Nine hundred and sixty six BETWEEN (1) JAMNADHAR KAYAN and (2) KESHO PRASAD KAYAN both sons of Ramnarain Kayan deceased and both by occupation merchant and both residing at 3, Jagmohan Mullick Lane in the town of -- Calcutta hereinafter collectively referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the context or subject mean and include their respective heirs executors administrators and representatives) of FIRST PART CHOUMAL BANKA son of late Chhoghmal Banka residing at 178, Harrison Road, Calcutta hereinafter called

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called the Confirming Party of the 2nd Part AND SHREE VISHNU ROLLING MILLS a partnership firm having its principal place of business at No.205, Rabindra Sarani in the town of Calcutta - hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context mean and include its partners for the time being and the partners who may from time to time constitute the said firm and each of their respective heirs, executors, administrators representatives and assigns) of the THIRD PART

WHEREAS :

1. One Ganpatram Kayan and one Ramnarain Kayan were the owners of Premises No.2, Kumar Para Lane, Lillooah, an undivided one-half share whereof is intended to be hereby sold.
2. By a Deed of Partition dated the 9th March 1949 made between the said Ramnarain Kayan and the heirs of the said -- Ganpatram Kayan the said Premises No.2, Kumar Para Lane was -- allotted to Ramnarain Kayan.
3. The said Ramnarain Kayan died intestate on the 16th day of March 1960 leaving him surviving, Jannadhar Kayan, -- Keshoprasad Kayan the Vendors herein and Biswanath Kayan and Srimati Mani Devi Kayan as his heirs/heirress and legal representatives who inherited the said premises No.2, Kumar Para Lane on the death of the said Ramnarain Kayan.
4. In the circumstances the Vendors are seised and -- possessed of or otherwise well and sufficiently entitled to undivided one-half share and the said Biswanath Kayan and -- Srimati Mani Devi Kayan are entitled to the other undivided

one-half

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 Sect 127 of the Indian Regis-
 tration Act to perform the func-
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one-half share in the said Premises No.2, Kumar Para Lane, Lillooah.

5. The Vendors are seized and possessed of and/or otherwise well and sufficiently entitled to undivided one-half share in ALL THAT PIECE or parcel of land -- measuring five bighas, three Cottahs and five Chittacks more or less TOGETHER WITH one tank and structures, boundary walls situated thereon being Premises No.2, Kumar Para Lane, Lillooah within the Bally Municipality Police Station Bally Sub-Registration office Howrah, Pargana Khalore in the District of Hooghly and more particularly described in the Schedule hereunder written and delineated in the plan hereto annexed (hereinafter referred to as "the said property").

6. The Vendors have agreed to sell and the party of the Second Part has agreed to purchase the said undivided one-half share in the said property at or for the price of Rs.850/- (Rupees eight hundred and fifty) only per cottah on actual measurement and on actual measurement the area of the said property comes to five bighas, three cottahs and five chittacks and the price of the said undivided one half share in the said property at the said rate comes to Rs. 43,907-50 (Rupees forty three thousand nine hundred seven and paise fifty) only out of which a sum of Rs. 5100/- (Rupees Five thousand and One hundred) only has been paid by the Purchaser to the Vendors by way of earnest and in part payment of the consideration money.

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7. The party of the 2nd part has nominated the purchasers as purchasers in his place and stead.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 5100/- paid by the Purchaser to the Vendors by way of -- earnest and in part payment of the consideration money and in further consideration of the sum of Rs. 38,807-50 (Rupees thirty eight thousand eight hundred seven and paise fifty) only paid by the Purchaser to the Vendors at or immediately before the execution of these presents making in all the sum of Rs. 43,907-50 paise (the receipt whereof the Vendors do and each of them doth hereby and by the receipt hereunder - written admit and acknowledge and of and from the same and every part thereof for ever release and discharge the Purchaser and the said property) the Vendors do hereby grant, convey, sell, transfer, assign and assure and the party of the Second part doth hereby confirm unto the Purchaser free from all encumbrances whatsoever ALL THAT undivided one-half share in ALL THAT piece and parcel of land measuring Five bighas, Three Cottahs and Five Chittacks more or less being Premises No.2, Kumarpara Lane Lillooah within the Bally Municipality Thana Bally, Sub-Registration Office Howrah, Pargana Khalore, District Howrah TOGETHER WITH all buildings, structures, one tank, trees, plants and erections situated thereon and more particularly -- described in the Schedule hereunder written and delineated in the Map or Plan hereto annexed and therein marked with red -- border (hereinafter referred to as "the said Property") OR HOWSOEVER OTHERWISE the said property now are or is or at any time

[Signature]
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[Signature]



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time or times heretofore were or was situated butted bounded and described TOGETHER WITH all compounds, yards, boundary walls, lights, water-courses, sewers, drains and ditches and all manner of ancient and other lights, rights, liberties, easements, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said land or any part thereof or with which the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed accepted or reputed deemed taken or known as part parcel or member thereof or -- appurtenant thereto AND THE REVERSION OR REVERSIONS REMAINING OR REMAINDERS and the rents issues and profits thereof AND all the estate right title interest property claim and demand whatsoever of the Vendors hereto into or upon the same or any part thereof AND all deeds puttahs muniments writings and evidences of title which exclusively relate to the said property or any part or parcel thereof TO HAVE AND TO HOLD the said undivided one-half share in the said property hereby sold conveyed transferred and assigned or otherwise assured or intended so to be unto and to the use of the Purchaser absolutely.

2. The Vendors do hereby covenant with the Purchaser as follows :-

(a) That notwithstanding any act deed or thing done committed or knowingly suffered by them to the contrary the Vendors are lawfully and rightfully seised and -- possessed of or otherwise well and sufficiently entitled to the said one-half share in the said property hereby sold conveyed

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conveyed transferred and assigned as an absolute and indefeasible estate equivalent thereto free from encumbrances whatsoever and that the Vendors have full power and absolute and indefeasible right and authority to sell grant convey and transfer the said undivided one-half share in the said property unto the Purchaser in the manner aforesaid and according to the intent and meaning of these presents.

(b) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said undivided one-half share in the said property and receive the rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendors or any person or persons claiming any estate right title or interest from under through or in trust for the Vendors or any of them and free and clear of and from and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendors or any of them.

(c) The Vendors and all persons claiming any right, title or interest in the said undivided one-half share in the said property through from under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the cost of the Purchaser do execute or cause to be done and executed all such further acts deeds and things for further better and more effectually or satisfactorily granting transferring or assuring the said undivided one-half share in the said property and every part or parcel thereof unto and to the use of the Purchaser, as shall or may be reasonably required.

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S.C. - *[Signature]*
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Not to perform the functions
of the Registrar, Calcutta.

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3. The Confirming Party doth hereby covenant with the Purchaser that the Confirming Party hath not done any act, deed or thing whereby he is prevented from Confirming the sale of the said property in the manner aforesaid.

THE SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of land hereditaments and premises measuring Five bighas, Three cottahs and Five chittaks more or less being Premises No.2, Kumar Para Lane, Lillooah within the Bally Municipality Thana Bally, Sub-Registration Office, Howrah, Pargana Khalore in the District of ^{Howrah.} Hooghly TOGETHER WITH all buildings structures tank trees and plants situated thereon and batted and bounded in the manner following that is to say :-

On the North by the land of Dharani Dhar Ghosal,

On the East by 10, Kumar Para Road,

On the South by Kumarpara Lane and

On the West partly by Premises No.3, Kumar Para Lane and partly by 8, Kumar Para Lane

and consisting of Dag Nos. etc. as mentioned below :-

- a) Mouza Lillooah, Pargana Khalore J.L.No.12, Revenue Survey No.1975, Khatian No.1214, Touji No.3989, Dag No.2343, Area of land .39, Annual rent Rs. 5.75 Paise.
- b) Mouza Lillooah, Pargana Khalore, J.L.No.12, Revenue Survey No. 1975, Khatian No.599, Touji No. 3989, Dag No.2347, Area .17 and Dag No.2348 Area .28, - Annual Rent Rs. 7.44 P.

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c) Mouza Lillooah, Pargana Khalore, J.L. No.12,
Revenue Survey No. 1975, Khatian No.190, Touji
No.3989, Dag No. 2342, Area .83, Annual rent
Rs. 4.37 Paise.



AN UNDIVIDED ONE-HALF share of the above property is
hereby sold to the Purchaser.

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

SIGNED and DELIVERED by the
Vendors at Calcutta in the
presence of :

S.C. Chowdhury
Solicitor Calcutta

Jamuna Das Nayak
Umeshwar Prasad Nayak

SIGNED and DELIVERED by the
Confirming Party at Calcutta
in the presence of :

Jatinendra Nath Roy
Adv. to Mr. Khatun
1 B, Old Poojya Street
Calcutta

Chaitanya mal Banerjee

sub-7, Registrar authorized under
Sec. 7 of the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta

RECEIVED

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9.

RECEIVED of and from the within
named Purchaser the within mentioned sum
of Rs. 43,907.50 being the full considera-
tion for these presents as per Memo below:

Rs. 43,907.50

MEMO OF CONSIDERATION.

By earnest money paid by cheque
No 65/B 045851 dated 18.6.1966
on National & Grindlays Bank Ltd for
drawn in favour of Fox & Mondalfer — Rs 5100/-

By cheque No 64A 953522
dated 6.8.1966 drawn on
National & Grindlays Bank
Ltd in favour of the vendors and
drawn by Messrs Khaitan & Co for — Rs 38,807/50

Total Rs 43,907/50
(Rupees forty three thousand
nine hundred seven and
paise fifty) only

Witnesses; —
S.C. Chowdhury

Janaka Das Roy
Beshaw Poshal Khan

presented for registration at 12-30 p.m.
 at the Calcutta Registration Office
 on the 6th day of Aug 1966.
 By Jagmohan Nayak
 one of the defendants.



Jagmohan Nayak

Eshwar Chandra
 Sub-Registrar authorised under
 Section 7 of the Indian Registra-
 tion Act to perform the func-
 tions of the Registrar, Calcutta
 6-8-66

- 1) Jagmohan Nayak
- 2) Keshaw Prasad Nayak
 both sons of late Ram Narayan
 Nayak of S. Jagmohan
 Mullick Lane Cal-
 cutta - merchants of -
- 3) Chouth Mal Banka
 570 Late Chougmal
 Banka of - 178.
 Harrison Road Cal-
 cutta - merchant -

Jagmohan Nayak

- Keshaw Prasad Nayak

- Chouth Mal Banka

Jatindra Nath Ray

Jatindra Nath Ray s/o
 late Hari Charan Ray
 of 1 B Old Post office
 St. Calcutta - Hindu
 Arnie

Thumb impression of the
 defendant is dispensed with.

Jatindra Nath Ray

Eshwar Chandra
 Sub-Registrar authorised under
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 tion Act to perform the func-
 tions of the Registrar, Calcutta
 6-8-66

DATED THIS 6th DAY OF August 1966.

Book No
Volume No 100
Pages 283 to 290
Being No 4287
For the year 1966

(1) I 4287

JAMNADHAR KAYAN & ANR. ... 1st part
CHOUTMAL BANKA ... 2nd part
AND
SHREE VISHNU ROLLING MILLS 3rd part

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CONVEYANCE

Sub-Registrar

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KHAITAN &
SOLICITORS
1-B, Old Post Office
Calcutta

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tions of the Registrar, Calcutta

6.8.66

PLAN OF
PRE NO 2, KUMAR PARA LANE,
LILUAH DIST HOWRAH
SCALE 20' FT 1" IN
AREA OF LAND 5BIG-3COT-5CH-05FT.

PRE NO 2, KUMAR PARA LANE



PRE NO 3, KUMAR PARA LANE



KUMAR PARA LANE

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