



STAMP AFFIXED BY.
[Signature]
 6.8.73
 STAMP SUPERINTENDENT,
 CALCUTTA COLLECTORATE



I 1104

Fee Paid ~~ADHESIVE~~

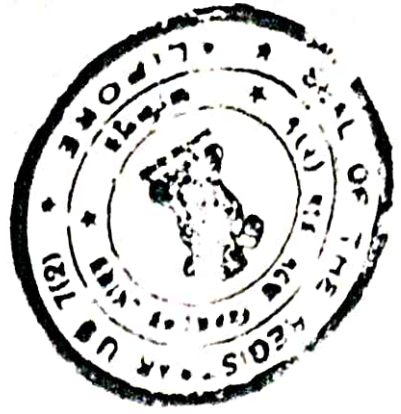
Admissible under Regn. Rule 21
 Duty Stamp and the Indian
 Stamp Act 1899 as amended by
 Act No. 111 of 1922, 32
 (4) of the Calcutta Improve-
 ment Act 1911 Schedule
 A 23
 Stamp Duty paid under the
 Indian Stamp Act 1899 as
 amended in 1922 Rs. 30.60
 Additional duty paid under the
 Calcutta Improvement Act 1911
 Rs. 17.00 P.
 Total Rs. 47.60

A 54.50
 D 15.00
 NB 2.00
 72.50
 53/-



Registered U/S 7(2)
 Alipore, 24 Parganas

THIS INDENTURE made this 7th day of March One
 Thousand Nine Hundred and Seventy-three BETWEEN RATANJIT SAMONTA
 son of Gangadhar Samonta by religion Hindu by occupation Land-
 holder residing at Kodarma P.S. Kodarma in the district of Hazari-
 bagh hereinafter Called "THE VENDOR" (which term or expression
 shall unless excluded by or repugnant to the context include his
 heirs executors administrators representatives and assigns) of
 the ONE PART AND SREEMATI HENA SAHA wife of Balai Chandra Saha
 by religion Hindu occupation Trader residing at No.175A, Kankulia
 Road, Calcutta AND MANINDRA LAL CHOWDHURY son of Charu Chandra
 Chowdhury deceased by religion Hindu by occupation Businessman
 residing at No.33/3D, Chetla Central Road, Calcutta hereinafter
 collectively Called "THE PURCHASERS" (which term or expression
 shall.....



Presented for Registration
 A.M.P.M. on the
 Day of ...
 at the ... Registrar Office
 Alipore ...
 Executive / ...
 the Executive / ...
 Attorney for ...
 Executive / ...
 Power of attorney ...
 ...

Sananta
Rabaijit Sananta

Ref: ... 7(2)
 Alipore ... Parganas

... is ...
 ...
 Son of ...
 wife ...
 of ...
 Thana ...
 District ...
 By ...
 By ...

Rabaijit Sananta



1571

Chitta Ranjan Saha

Idet
 Chitta Ranjan Saha
 Son / Wife ...
 of ...
 Thana ...
 District ...
 by ...
 profession ...

Ref: ... 7(2)
 Alipore ... Parganas

shall unless excluded by or repugnant to the context include their and each of their respective heirs executors administrators representatives and assigns) of the OTHER PART

WHEREAS one Chandra Kanta Ghosh and his brother Umesh Chandra Ghosh were jointly seized and possessed of and otherwise well and sufficiently entitled to the lands and premises forming the municipal premises Nos.1, 2 and 3, Kankulia Road, within the municipal limits of Calcutta

AND WHEREAS the said Chandra Kanta Ghosh died intestate in or about the Bengali year 1303 B.S. leaving him surviving his widow Jnanada Mayee Dassi as his only heiress under the Dayabhag School of Hindu Law by which he was governed and his only daughter Sm. Monmohini Dassi

AND WHEREAS shortly after the death of her husband the said Jnanada Mayee Dassi died leaving behind her only daughter the said Sm. Monmohini Dassi who inherited all the properties left by her father the said Chandra Kanta Ghosh

AND WHEREAS the said Monmohini Dassi being an aged lady and being unable to manage and look after the properties inherited by her as aforesaid by a Deed of Surrender and Gift dated the 15th day of December, 1918 granted and surrendered her entire interest in the entire estate of her deceased father the said Chandra Kanta Ghosh in favour of her only son and nearest reversioner Sarda Prasad Ghosh

AND WHEREAS the said Umesh Chandra Ghosh died intestate in or about the Bengali year 1307 B.S. leaving him surviving his only son and heir Khagendra Nath Ghosh

AND.....

AND WHEREAS shortly after the death of his father the said Umesh Chandra Ghosh the said Khagendra Nath Ghosh died intestate and unmarried leaving him surviving his mother and only heiress Sm. Lakshimoni Dassi

AND WHEREAS disputes and differences having arisen between the said Sarda Prasad Ghosh and the said Lakshimoni Dassi regarding the partition of the joint properties left by the said Chandra Kanta Ghosh and Umesh Chandra Ghosh they were referred to the arbitration of one Girish Chandra Ghosh who submitted an award in T. Suit No.305 of 1921 of the 1st Court of the Subordinate Judge of 24-Parganas at Alipore and the said award was filed and a decree in terms of the said award was passed in the said suit on the 28th day of September, 1921

AND WHEREAS by virtue of the said award and the decree passed thereon the lands and premises forming the said Municipal premises Nos.1, 2 and 3, Kankulia Road were partitioned by metes and bounds into three separate plots or blocks corresponding to the three municipal premises aforesaid each being separated from the adjoining plot or block by a common passage and the said Sarda Prasad Ghosh became solely and absolutely entitled to the lands and premises measuring ten Bighas thirteen Cottahs fifteen Chittacks and thirty-four Square Feet (10 Bighas 13 Cottahs 15 Chittacks and 34 square feet) and six Bighas Eighteen Cottahs Ten Chittacks and Fourteen Square Feet (6 Bighas 18 Cottahs 10 Chittacks 14 square feet) more or less being the municipal premises Nos.1 and 3, Kankulia Road respectively and the said Lakshimoni Dassi became solely and absolutely entitled to the lands and premises measuring Nineteen Bighas

One.....

One Cottah Eleven Chittacks and Twenty-seven Square feet (19 Bighas 1 Cottah 11 Chittacks and 27 square feet) more or less being the municipal premises No.2, Kankulia Road

AND WHEREAS the said Sarda Prasad Ghosh died intestate on the 21st day of July, 1930 leaving him surviving his three sons viz. Gopal Chandra Ghosh, Nanda Gopal Ghosh and Krishna Gopal Ghosh as his only heirs under the Dayabhag School of Hindu Law by which he was governed

AND WHEREAS the said Nanda Gopal Ghosh died intestate and unmarried on the 18th day of October, 1932 leaving him surviving his mother Sm. Charubala Dassi as his only heiress

AND WHEREAS by a Deed of Lease dated the 28th February, 1936 the said Gopal Chandra Ghosh, Krishna Gopal Ghosh and Sm. Charu Bala Dassi demised amongst others their respective shares in the rent paying Collectorate land and premises measuring about 3 Bighas 9 Cottahs 8 Chittacks and 5 square feet more or less being a portion of the premises No.3, Kankulia Road and being portion of Collectorate Holding No.113 Division V Sub-Division K Dehi Panchannagram P.S. Ballygunge Sub-Registration office Sealdah in the District of 24-Parganas free from all encumbrances and charges to Ballygunge Bank Ltd. for a period of forty years on the terms and conditions mentioned therein and registered by the Joint Sub-Registrar of Alipore in Book No.1 Volume No.7 Pages 263 to 281 Being No.418 for the year 1936

AND WHEREAS the said Gopal Chandra Ghosh died intestate on the 31st day of July, 1937 leaving him surviving his

only.....

only son Prasanta Kumar Ghosh and his widow Sm. Parimal Bala Dassi who thus jointly became seised and possessed of and otherwise well and sufficiently entitled to an undivided one-third share of the said premises Nos.1 and 3, Kankulia Road amongst other properties

AND WHEREAS the said Sm. Charubala Dassi died on the 16th day of February, 1939 leaving her surviving her only son then living Krishna Gopal Ghosh

AND WHEREAS the said Krishna Gopal Ghosh as such inherited the undivided one-third share of the aforesaid Nanda Gopal Ghosh in the said premises Nos.1 and 3, Kankulia Road subsequently inherited by his mother Sm. Charubala Dassi as aforesaid

AND WHEREAS the said Krishna Gopal Ghosh was thus seised and possessed of and otherwise well and sufficiently entitled to an undivided two-third share and the said Prasanta Kumar Ghosh and the said Parimal Bala Ghosh were entitled to the remaining one-third share in the said premises Nos.1 and 3, Kankulia Road

AND WHEREAS by an Indenture of Conveyance dated the 11th September, 1944 the said Krishna Gopal Ghosh sold and conveyed his entire undivided two-third share in the said lands and premises No.3, Kankulia Road free from all encumbrances but subject to the unexpired period of the aforesaid lease dated the 28th February, 1936 to the said Ballygunge Bank Ltd. a public limited company incorporated under the Indian Companies Act 1913 and registered in the office of the Sub-Registrar of Sealdah Book No.1 Volume No.42 Pages 153 to 161 Being No.1712 for the year 1944

AND.....

AND WHEREAS the said Ballygunge Bank Ltd. on or about 2nd day of October, 1945 instituted a partition suit being T. Suit No.163 of 1945 before the 2nd Court of Subordinate Judge at Alipore District 24-Parganas against the said Sm. Parimal Bala Dassai and Prasanta Kumar Ghosh minor son of Gopal Chandra Ghosh deceased represented by his guardian and mother the said Sm. Parimal Bala Dassai and Krishna Gopal Ghosh for partition and determination of the said undivided two-third share of the said Krishna Gopal Ghosh sold and conveyed to the said Bank as aforesaid

AND WHEREAS the said Ballygunge Bank Ltd. developed the said lands demised to it under the aforesaid lease dated 28th February, 1936 and thereon constructed several pucca buildings as per the terms and conditions of the said Deed of Lease dated the 28th February, 1936 prior to the purchase of the said two-third share of Krishna Gopal Ghosh and institution of the said partition suit and were thus seised and possessed of the said lands and premises separately assessed and numbered by the Corporation of Calcutta as premises No. 3/1 to 3/21, Kankulia Road as such Lessee as aforesaid

AND WHEREAS the said Ballygunge Bank Ltd. by a special resolution dated the 28th June, 1947 changed its name into Ballygunge Real Property and Building Society Ltd and such change in the name was duly recorded by the Registrar of Companies, West Bengal on the 10th day of September, 1947

AND WHEREAS on or about the 7th January, 1949 the said Company i.e. the said Ballygunge Real Property and Building Society Ltd. executed a promissory note and created an

equitable.....

equitable mortgage in favour of Jagannath Roy and Balaram Roy, by deposit of title deeds whereby the properties as per Schedule A to M in the Plaint and the preliminary decree hereinafter mentioned including the premises No.3/6, (now 7) Kankulia Road a vacant land intended to be sold to the abovenamed purchaser were mortgaged in favour of the said Jagannath Roy and Balaram Roy for the consideration mentioned in the said Promissory Note

AND WHEREAS the said Company got the said premises No.3/6, (now 7) Kankulia Road, Calcutta a vacant land more fully described in the Schedule hereunder written along with other properties in its allotment in the final decree for partition in the above mentioned partition suit being Title Suit No.163 of 1945 of the 2nd Court of Subordinate Judge at Alipore dated the 1st day of March, 1949

AND WHEREAS on or about the 4th day of May, 1955 the said Jagannath Roy and Balaram Roy as Mortgagees filed a Title Suit being No.45 of 1955 (Mortgage) in the Second Court of Subordinate Judge at Alipore against the said Company for realisation of their dues under the said Mortgage dated the 7th January, 1949

AND WHEREAS by an order dated the 8th January, 1958 made by the High Court at Calcutta in the Matter No.211 of 1957 the said Company went into liquidation and the Official Liquidator High Court Calcutta was appointed Official Liquidator thereof

AND WHEREAS by an order dated the 31st July, 1958 made by the Hon'ble High Court at Calcutta the said Mortgage Suit being Title Suit No. 45 of 1955 amongst others was transferred to the High Court at Calcutta and was numbered there as Transfer Company Suit No. 3 of 1959

AND.....

AND WHEREAS on the 6th April, 1960 a Preliminary Decree for sale of the said mortgaged properties was passed in the said Transfer Company Suit No. 3 of 1959 whereby it was inter alia ordered that the mortgaged properties including the said premises No.3/6, Kankulia Road now numbered as 7, Kankulia Road by the Corporation of Calcutta mentioned in the Schedule "A" to "M" to the Plaint in the said Suit (other than Addiyaganga Jheel Land mentioned in the Schedule "A" to the Plaint and the properties which are under acquisition) be sold first by the Official Liquidator attached to the High Court as Liquidator of the defendant Company Ballygunge Real Property and Building Society Limited by Private treaty or public auction at prices to be agreed upon by Messrs. B. N. Basu & Co., Attorneys for the plaintiffs and Mr. P. K. Bose attorney for the defendant company Ballygunge Real Property and Building Society Ltd. (In Liquidation) and it was thereby further ordered and decreed that the Official Liquidator shall execute and register necessary conveyance in respect of each property to be sold by him and the plaintiffs mortgagees shall join therein as Releasers and Confirming Parties and register the same and it was thereby further ordered and decreed that the sale proceeds of the said properties to be sold should be paid to the plaintiffs less the costs charges and expenses of sale and the Official Liquidator's commission in protanto satisfaction of their dues under the said decree

AND WHEREAS by an Indenture of Conveyance bearing date the 5th day of July, 1961 made Between the said Ballygunge Real Property and Building Society Limited (in Liquidation) represented by its Liquidator the Official Liquidator High Court

Calcutta.....

Calcutta therein described as the "Vendor Company" of the First Part Jagannath Roy and Balaram Roy therein jointly described as the "Releasers and Confirming Parties" of the Second Part And the said Ratanjit Samonta therein described as the "Purchaser" of the Third Part and registered in Book 1 Volume No.38 Pages 86 to 105 and Being No.1796 for the year 1961 at the Sub-Registry office Sealdah the said Vendor Company for the consideration therein contained sold and conveyed and the said Releasers and Confirming Parties ratified and confirmed unto the said Ratanjit Samonta All the piece or parcel of rent paying Collectorate land and premises being municipal premises 7, Kankulia Road (formerly 3/6, Kankulia Road) measuring 7 Cottahs 15 Chittaks more or less fully mentioned and described in the Schedule to the said Indenture of Conveyance and delineated in the map or plan thereto annexed and thereon bordered pink together with the right of way in the common passage therein mentioned

AND WHEREAS the Vendor is now seised and possessed of or otherwise well and sufficiently entitled to the said piece or parcel of land being premises No.7, Kankulia Road hereinafter referred to as the said premises

AND WHEREAS the Vendor has contracted with the purchasers for absolute sale to them of the said premises No.7, Kankulia Road Calcutta free from all encumbrances at or for the price of Rs.85,000/- (Rupees eighty-five thousand) only

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.85,000/- paid by the Purchasers to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby

admit.....

admit and acknowledge and of and from the same and every part thereof doth hereby release discharge and acquit the Purchasers and the premises hereby conveyed) he the Vendor as owner doth hereby grant convey transfer and assign ALL THAT the said rent paying Collectorate land fully and particularly mentioned and described in the Schedule hereunder written and delineated in the map or plan hereto annexed and therein bordered pink TOGETHER WITH the right of way in all the piece or parcel of rent paying Collectorate land shown in the said Map or Plan and thereon bordered blue in common with other owners or occupiers ^{at} for the time being and from time to time and all times hereafter of the premises abutting on the same forming a private road and its extension together with and subject to full and free right and liberty at all times and for all purposes for the Purchaser and the owners and occupiers abutting on the same in common with each other and their respective servants and agents and licensees to pass and repass over and along the said strip of land forming the private road for the purpose of communication between the said plot and the public roadway either with or without motor cars or other vehicles and also to lay sewerage gas and other pipes and drains and to erect electric telephone and other cables wires and posts under and upon the said strip of land to maintain and take up repairs and reinstate such pipes drains cables wires and posts and also Together with the benefit of the covenant for production of the title-deeds contained in the said recited indenture of Conveyance bearing date the 5th July, 1961 OR HOWSOEVER OTHERWISE the said several messuages land tenements hereditaments and premises now are or is or heretofore were or was situate butted

bounded.....

bounded called known numbered described or distinguished TOGETHER
WITH boundary walls benefits and advantages of ancient and other
lights ways paths common or other passages trees shrubs pits
areas fences sewers drains ditches waters water courses AND ALL
manner of former and other rights liberties easements privi-
leges advantages appendages and appurtenances whatsoever to the
said messuage land tenements hereditaments and premises belong-
ing or in anywise appertaining to or with the same or any of
them or any part thereof now or at any time heretofore held
used occupied or enjoyed with their and every of their apper-
tenances AND the reversion or reversions remainder or remainders
and the rents issues profits of and in the said messuage land
tenements hereditaments and premises and every part and parcel
thereof AND all the estate right title interest inheritance
reversion use trust possession property claim and demand whatso-
ever both at law and equity of the Vendor of into out of and
upon the said messuage land tenement hereditaments and premises
and every part thereof TO HAVE AND TO HOLD the said land tene-
ments hereditaments and premises hereby granted transferred
conveyed released and confirmed or expressed or intended so to
be together with all rights benefits easements and appurtenances
thereto as aforesaid UNTO AND TO THE USE of the said Purchasers
their heirs executors administrators representatives and assigns
absolutely and for ever free from all encumbrances AND the
Vendor doth hereby covenant with the said Purchasers that the
Vendor has good right full power and also authority to convey
and transfer the said land hereditaments and premises in favour
of the said Purchaser free from all encumbrances and the Vendor
doth hereby covenant and agree with the Purchasers that he has
not done any act deed matter or thing whereby or by reasons
whereof.....

whereof he is or may be prevented from conveying transferring or granting the said revenue paying Collectorate land hereditaments and premises in favour of the Purchasers in the manner hereinbefore mentioned AND the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him AND that free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all and all manner of claims charges liens debts attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND further the Vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers 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 premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of rent paying Collectorate land and premises being Municipal premises No.7, Kankulia Road (formerly No.3/6, Kankulia Road) measuring 7 Cottahs 15

Chittacks.....

Chittacks 0 square feet be the same a little more or less situate lying at and being Holding No.113 in Division V Sub-Division K Dihi Panchannagram P.S. Ballygunge Sub-Registration District Sealdah in the suburbs of the town of Calcutta in the District of 24-Parganas and butted and bounded in the manner following, that is to say on the NORTH by 8' feet wide Private Road/common passage on the EAST by 14' feet wide Private Road/common passage on the SOUTH partly by premises Nos.4, 5 and 6, (formerly 3/3, 3/4 and 3/5) Kankulia Road and on the WEST by a Bustee known as 3, Kankulia Road OR HOWSOEVER OTHERWISE Together with the right of way and other rights in respect of the aforesaid private roads/common passages and all other rights easements and appurtenances to the said Plot of land hereby sold.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written.

Ratanjib Senapati

SIGNED SEALED AND DELIVERED }
AT CALCUTTA IN THE PRESENCE }
OF :



Tupendranath Datta
Advocate, Calcutta High Court.

S. S. Saha
S. S. Saha, Calcutta.

Chitta Ranjan Saha
14/2, K. M. Naskar Road
Cal 40

RECEIVED.....

RECEIVED from the within-mentioned Purchasers the within-mentioned sum of Rs. 85,000/- being the full consideration to have been paid to me as per memo below :

Rs. 85,000/-

MEMO OF CONSIDERATION:

By a pay order no. 12/131 dated 7.3.1975 issued by Bank of Baroda Laxmi Market Branch Calcutta in favour of Ratanjit Sanota.

Rs. 85,000/-

Rupers Eighty five thousand only.

Ratanjit Sanota

Witness :-

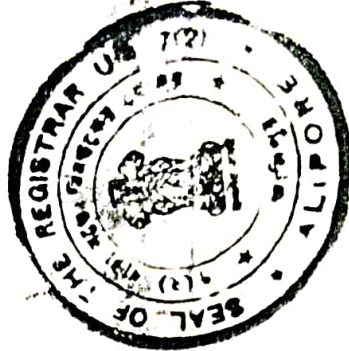
Upendranath Datta

[Signature]

Chitto. Rangon. Sta.

*a/s 8 (13-74)
Re: 7, Kankulia Road
(one only)*

DATED THIS 7th DAY OF MARCH



BETWEEN
RATANJIT SAMONTA
AND
SM. HENA SAHA & ANOTHER

Received

*By Assistant
Registrar
15/3/76*

Registrar U.S. 7(2)
Alipore, West Bengal

CONVEYANCE

P.S. 4-4-73
N. 2. 50
Book No. 46
Volume No. 77 to 90
Page No. 1101
Being No. 73
for the Year 19 73



50

10.3.73

*Assistant Registrar
U.S. 7(2)
Alipore, West Bengal*

*Deed verified
24/4/76
By Assistant
Registrar
26/1/76*

S. R. SAHA,
Solicitor.