

Col 32 Grossary. Presented for Registration 41 the Calcutta Registration Office thouse Theday of Soulda lease Cot Rostie Ka Masar 11682 Moni Mohon Barraje Mosillohan B B. K. Guft Johny



-: (2):-

profession business residing at 215, S. N. Roy Road, Calcutta - 700 038, under Police Station Behala hereinafter called the <u>VENDOR</u> (which expression unless excluded by or repugnant to the context be deemed to

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-: (3):-

include his legal heir's , executor's representative's, administrator's or assigns of the ONE PART AND SHRI MOHAN GOSWAMI, son of Late Benode Behari Goswami by Religion Hindu Profession business residing at 207 , S. N. Roy Road, Calcutta - 700 038 under Police Station Behala ,

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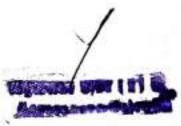
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-: (4):-

hereinafter called the <u>PURCHASER</u> (VENDEE) which expression unless excluded by or repugnant to the context be deemed to include his legal Heir's, executor's, representative's administrator's or assign's of the OTHER PART :

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Colcutta Collectorate,

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PROFILE OF THE PARTY OF THE PAR



-: (5):-

WHEREAS One Radhika Prosad Banerjee and another
Sarada Prasad Banerjee had been seized and possessed of or
otherwise well and sufficiently extitled to, have equal share,
the two pieces of land measuring more or less 1 (One) acre

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-: (6):-

3 (Three) Satak (51 - 52) Satak comprising of One Storied building and one Two storied building with Privi,
Kitchen, surrounding wall, Tube- well, Shop - room - shed
at the roadside and trees, Vacant land appertenant thereto

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-: (7):-

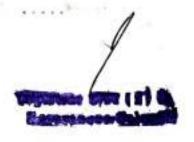
and to the East a tenanted One-Storied building situated at holding Nos. 234 and 239 and premises No. 215 and 241 S. N. Roy Road, under the then South Subarban Municipality under Sub-Registry Office Alipore, in the District of

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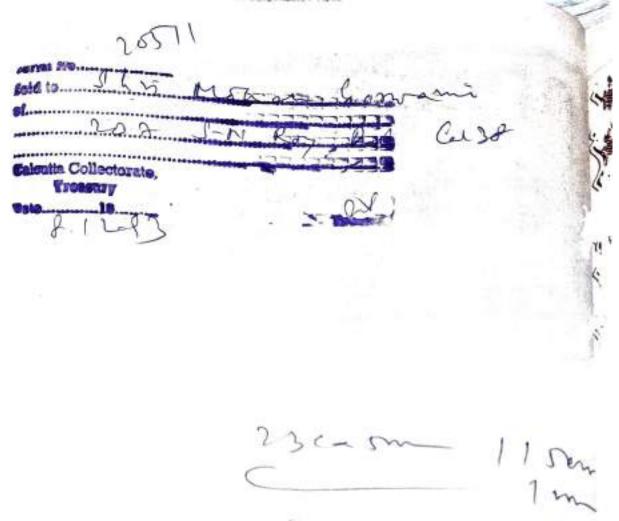


-: (8):-

24- Parganas (Now South 24 - Parganas) under J.L. No.9,
R.S. 182, Touzi No. 101, Mouza Puja Sahapur, R. S. Khatian
No. 1216 and 1161 Dag No. 102.

AND WHEREAS the said Sarada Prosad Banerjee died in

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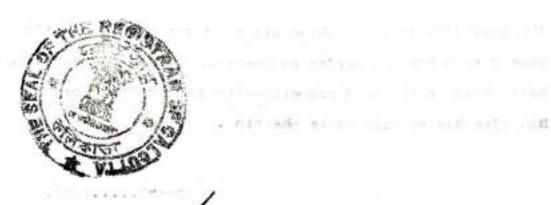
the year 1926 leaving behind his only son and legal heir namely Mono Mohan Banerjee as Co-owner in his place having half share in the said property with said Radhika prasad Banerjee having half share therein.

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-: (10):-

AND WHEREAS said Mono Mohan Banerjee died in the year 1932 leaving behind his son and legal heir Sourindra Mohan Banerjee as Co-owner in his place having the said half share in the said property with said Radhika Prosad Banerjee Laning Lalf Share Missin

Contd P/11.

Calcutta Collecterate, Treasury



-: (11):-

AND WHEREAS during his life - time said Radhika

Prosad Banerjee made a "WILL" in respect of his undivided

x half share in the said property in favour of his two sons
and legal heirs Shri Moni Mohan Banerjee and Sri Lalit Mohan

Banerjee, and died on 25. 12. 1964.

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-: (12):-

After the death of said Radhika Prosad Banerjee his said two sons Shri Moni Mohan Banerjee and Shri Lalit Mohan Banerjee had jointly been seized and possessed of or

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Calculta Collecterate, Treasury 1168







-: (13):-

half-portion of the Property having obtained Probate of the WILL in Act 39 Case No. 32 of 1965 by order dated 4th September, 1965 from the District Delegate, 1st Sub-Judge, Alipore, 24- Parganas (now 24 - Parganas South).

Contd P/14.

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-: (14):-

and whereas said Sourindra Mohan Banerjee died on 17. 11. 1966 leaving a "WILL" appointing Shri Moni Mohan Banerjee as Executor. The said Shri Moni Mohan Banerjee obtained the Probate of the said WILL in Act 39 Case No.46

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John Makar Landoni

Calculia Collectorate,

Treasury

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-: (15):-

of 1967 by order dated 27.09.1967 from the District Delegate,
7 the Sub-Judge, Alipore, 24 - Parganas (now 24 - Parganas
South) and in terms of the said "WILL" Shri Moni Mohan
Banerjee and Shri Lalit Mohan Banerjee seized and possessed

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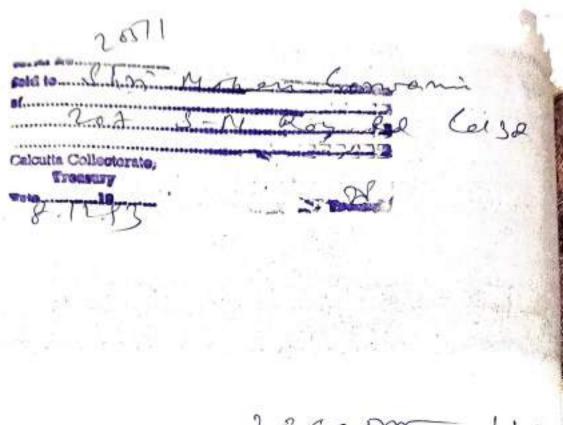




-: (16):-

of or otherwise well and sufficiently entitled to the said undivided half share of the said property belonged to the said Sourindra Mohan Banerjee since deceased .

Contd......P/17.









-: (17):-

AND WHEREAS the entire land and property situated at holding Nos. 234 and 239 in premises Nos. 215 and 241 S. N. Roy Road, Calcutta - 700 038, under Police Station Behala was seized and possessed of Jointly and absolutely

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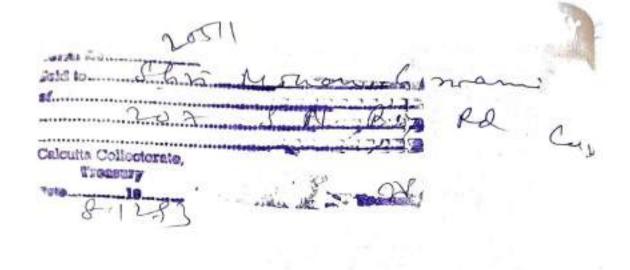
having equal share by the said Shri Moni Mohan Banerjee and Shri Lalit Mohan Banerjee.

AND WHEREAS BY A DEED OF PARTITION dated 26th

June, 1968 being registered with the Sub - Registrar of

Alipore at Behala on 26th June, 1968, the entire Land and

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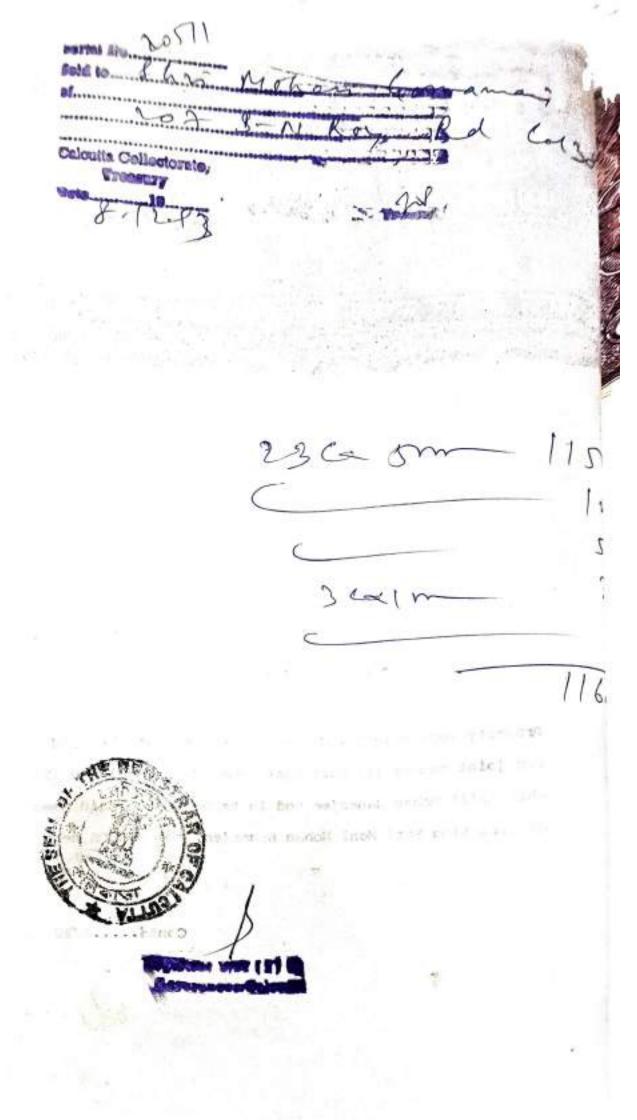
-: (19):-

Property were valued and distributed amongst the said two joint owners (1) Shri Moni Mohan Banerjee X and (2) Shri Lalit Mohan Banerjee and in terms of the said Deed of Partition Shri Moni Mohan Banerjee, the VENDOR here

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-: (20):-

had been allotted and took possession of the determind share of property in 3 (Three) Parts and/or lots out of the total land and construction thereon measuring about 1 (One) acre, 3 (Three) Satak rent free bastu land with

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-: (21):-

constructions thereon together with all easement rights over common passage and appurtenances in holding Nos.234 and 239 in premises Nos. 215 and 241 S. N. Roy Road, Calcutta - 700 038, under Sub - Registry Office Alipore

Contd..... D/22.





-: (22):-

at Behala, Touzi No. 101, J.L. No. 9 Mouza Punja Sahapur, Khatian No. 1216 and 1161 , Dag No. 102; R.S. 182 in the District of 24 - Parganas (South) in (1) 8 (Eight) Kotthas 4 (four) Chittacks rent free bastu land with One-Storied

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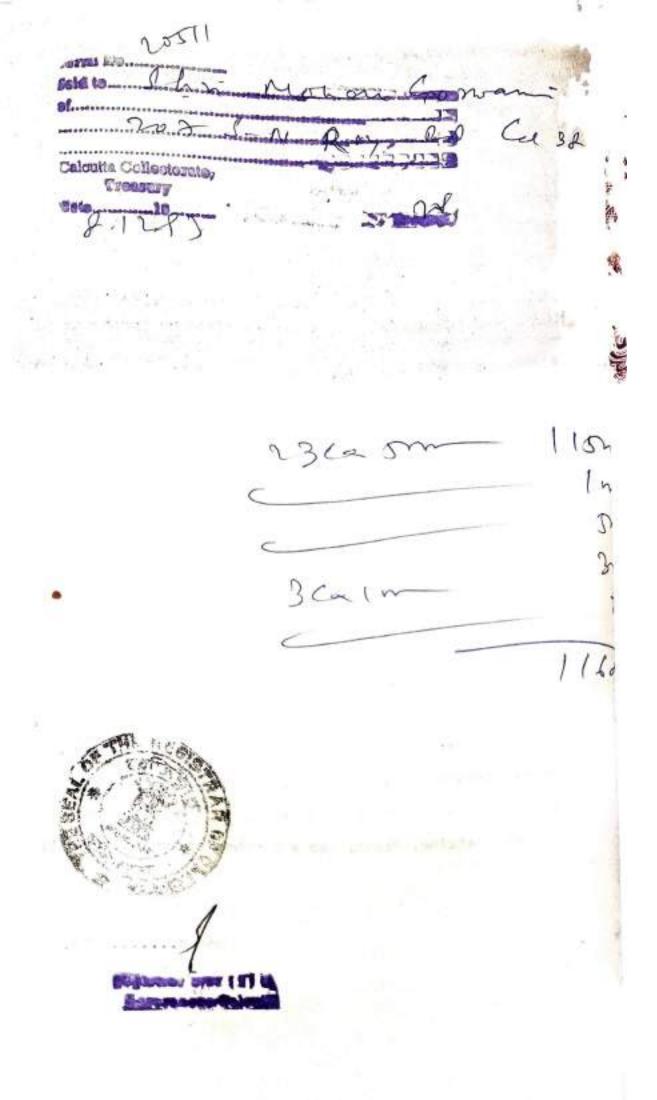


-: (23):-

pucca constructed house including appurtenince, wall, gate, drawing room, courtyard, road-side wall, shop room - pucca structure with tin tiles shed with two.

Kantcha latrine, drain, tap and other structure and all

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-: (24):-

easement rights over the passage (from back to the front road-side) in Holding No. 234 and premises No. 215 S. N. Roy Road, Calcutta - 700 038 and in part (2) land measuring about 18 (Eighteen) Cothas 5 (Five) Chittaks rent free bastu

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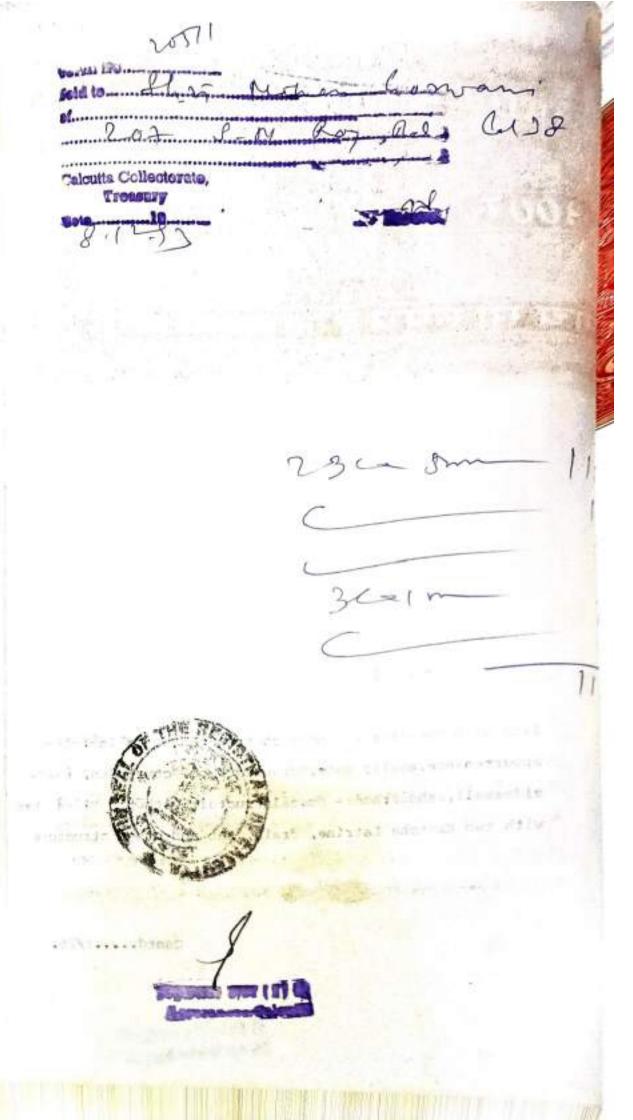
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-: (25):-

land and appurtenances together with easement rights with common passage including threes and structure in the above said Khatian No.1216 and 1161 in Dag No.102

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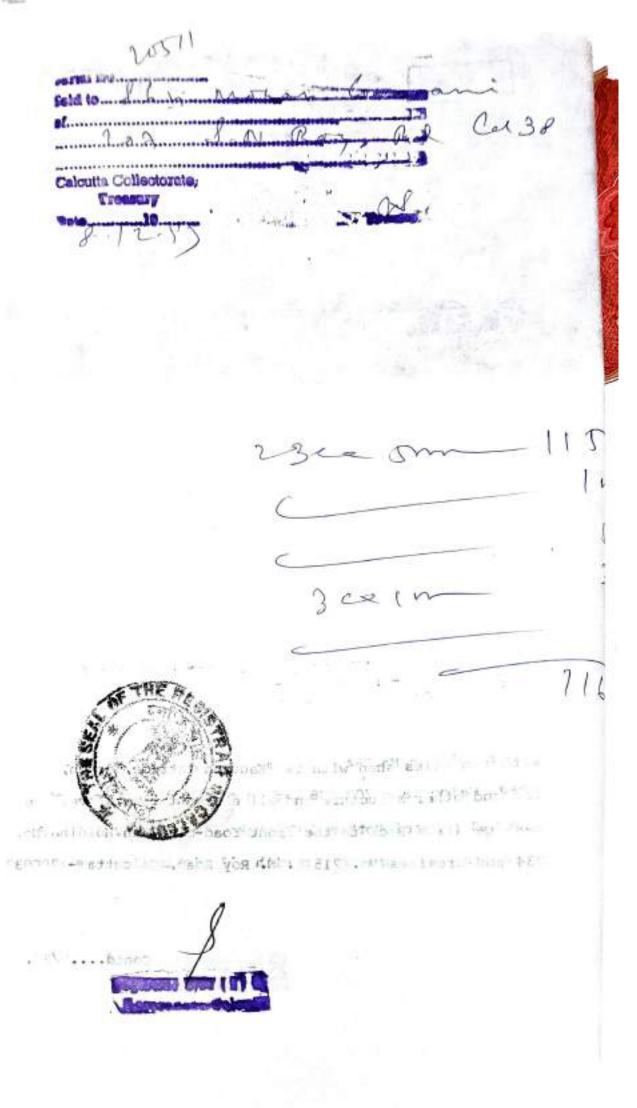




-: (26):-

under holding No.234 and premises No. 215 S. N. Roy
Road, Calcutta - 700 038 and in part (3) land measuring
about 3 (three) Kothas 4 Chittaks rent free bastu land
with Kantcha construction with all rights of easement

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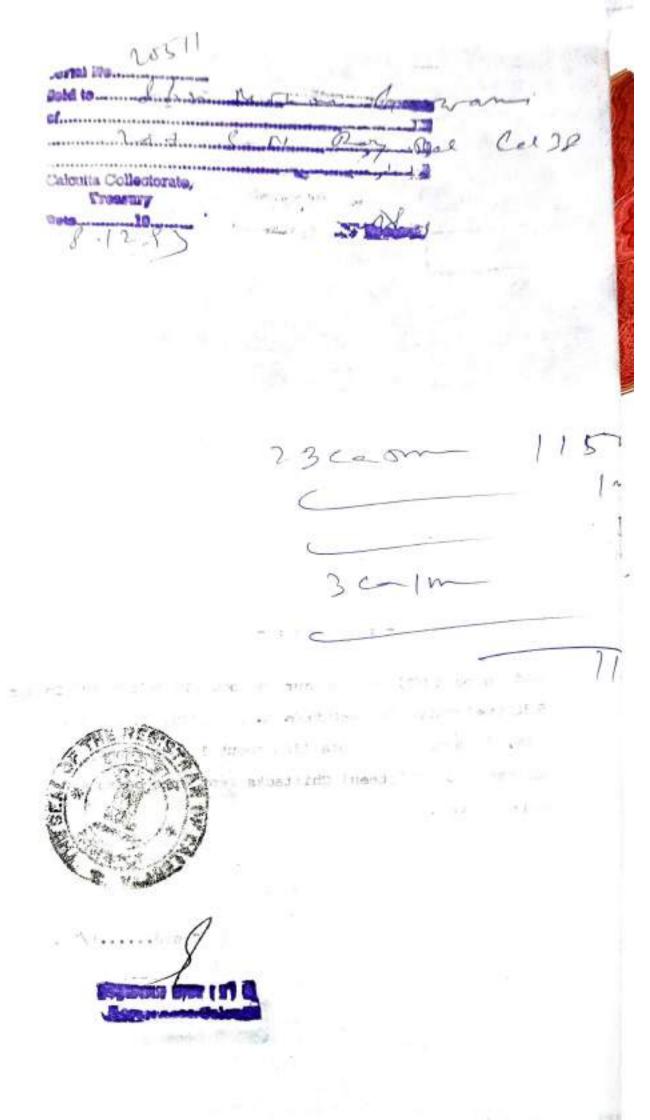


-: (27);-

in Dag No. 105, 106 and 103 under the said holding
234 and premises No. 215 S. N. Roy Road, Calcutta - 700
038, in such a way totalling about 1 (One Bigha 9 (Nine)
Kottahs 13 (Thirteen) Chittacks rent free bastu land
with above .

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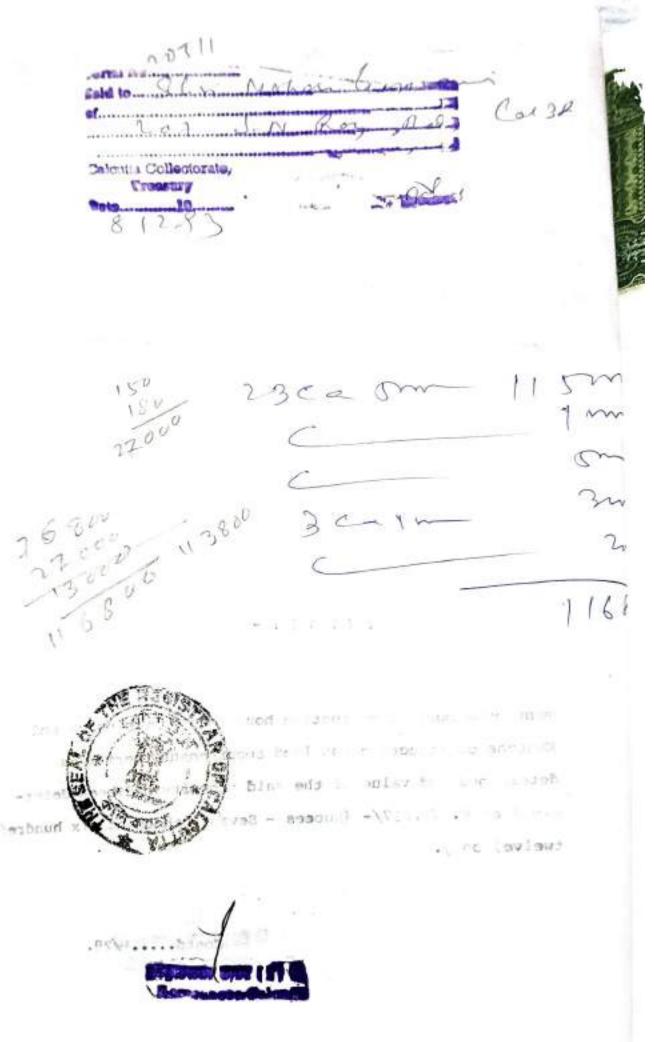


-: (28):-

mentioned pucca construction house and others pucca and Kantcha construction and land appurtenant thereto as determined and value of the said property had been determined at %. 70,617/- (Rupees - Seventy thousand six hundred twelve) only.

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-: (29):-

Vendor herein is seized and and possesed of the land measuage hereditaments and premises containing an area of 8.9583 Kotthas be it little more less by constructing two storied brick built building and with old bucca constructed structure situated and lying at and being premises No.215 under holding No. 234 subsequently changed to 286 (248 at present) S. N. Roy Road , Calcutta - 700 038, under Police Station Behala hereinafter referred to as said property in

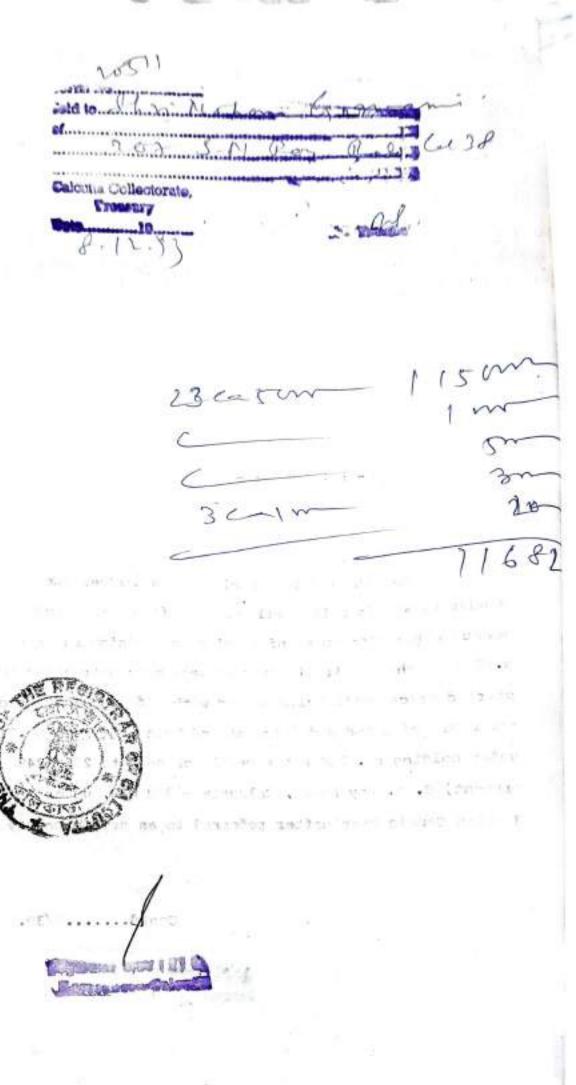
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absolute ownership being portion of the allotment made in his favour in terms of the said Deed of partition as aforesaid.

AND WHEREAS Vendor of the DEED OF CONVEYANCE SHRI

Moni Mohan BANERJEE has agreed to sell the said property and
the PURCHASER (VENDEE) SHRI MOHAN GOSWAMI has agreed to purchase
the same including a tenanted Two-storied building and tenanted
shop-rooms on a piece of land which includes the land appurtenant to the said building and tenanted shoproom with all easement
rights over the common passage more fully and specifically
described in the schedule below as also shown and delineated in
the map or plan annexed herewith as part hereof therein bordered
Red at the existing highest market price being total consideration of %.6,50,000/- (Rupees six lakhs fifty thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of No. 6,50,000/= (Rupees six Lakhs fifty thousand)only the VENDOR fof these presents hereby having agreed earliet to execute and registration of the DEED OF CONVEYANCE in the name and in favour of the PURCHASER and the Purchaser simultaneously having paid the consideration money amounting to 8.6,50,000/= (Rupees six lakhs fifty thousand) only by Draft/Cheque hereinafter mentioned in the memo of consideration sumultaneously with the execution of these presents (the receipts whereof the VENDOR doth hereby acknowledge and of and from the same and every part thereof doth hereby release hereto the PURCHASER) the Vendor doth hereby grant convey and transfer unto the Purchaser ALL THAT the revenue redeemed two storied brick - built messuages, tenaments, hereditaments including tenanted flats and rooms and shop rooms together with the piece or parcel of land whereupon and on part whereof the same is erected and built which includes land appurtenant to



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the building shoproom and other constructions containing by estimation 8.9583 Kottahs be the same a little more or less sixtuate and lying at and being premises No. 215, holding No. 286 (as present 248) S. N. Roy Road, Calcutta - 700 038 within the limits of the Calcutta Municipal Corporation, South Subarban Unit formerly within South Subarban Municipality under Police Station Behala more fully described in the Schedule below but subject to the existing tenancies in respect of flats, shoprooms etc. sated hereinabove or HOWSOEVER OTHERWISE the said land messuages tenaments hereditaments including tenanted flats, rooms, shop rooms or dweling house including land appurtenants thereto and premises or part thereof is or are hereto before was or were situate butted bounded known numbered described or distinguished TOGETHER WITH all buildings fixtures court yards swerages drainways passages, paths, common fences wall water courses lights rights liberties previleges easements and appurtenances whatsoever to the said land measuage hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appertained thereto AND ALL the Estates rights titles claims and demands whatsoever the VENDOR or his legal heir's or successor's administrators representative's and assigns upon the said land messuage tenaments hereditaments dwelling house with land appertaining thereto or any part thereof TOGETHER WITH ALL paths passages or muniments of title whatsoever in any wise relating to the sold premises and the two storied brick-built dwelling house together with tenanted flats, rooms in the building or tenanted shop rooms in the land and premises and any part : thereof which now or hereinafter shall or any be in the possession, power or control of the VENDOR or any other person or persons from whom he or she or they or any of them may procure the same without any action or suit TO HAVE





AND TO HOLD the same USTO AND TO THE USE of the said PURCHASER absolutely and forever AND the said Vendor doth hereby covenant and agree to hold with the said PURCHASER that notwithstanding any act, deed, matter or thing by the said VENDOR made done committed or knowingly are permitted or suffered to the contrary the said VENDOR now in himself has good right, full power and lawful title and absolute authority by these presents to grant, convey, transfer and assure, the said messuage land hereditaments and premises unto and to the use of the SAID PURCHASER in the manner aforesaid AND the VENDOR is devested from all rights, titles and interests or possession from the land hereditaments and premises sold to the PURCHASER and the PURCHASER is put in symbolic possession of the said property (tenanted) from to-day and the PURCHASER shall and any all times hereinafter subject to the payment of approximate quarterly taxes to the Calcutta Municipal Corporation South Subarban Unit and other lawful outgoings peacefully and quietly possess and enjoy the said land messuage hereditaments and premises and receive full rent and profits thereof without any lawful eviction interruptoon claim or demand whatsoever from or by the VENDOR or any person or persons lawfully or equitably claiming from under or in trust for themselves and that free and clear and freely and clearly absolutely acquitted exonerated discharged raised harmless and kept indemnified against all estates and encumbrances created by the VENDOR or any person or persons lawfully or equitably claiming under or in trust for themselves AND THAT the VENDOR and all persons having or lawfully and equitably claiming any estates or interest in the said land hereditaments and premises or any of them or any part thereof under or in trust for the M'VENDOR shall will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute or cause to be done or executed all





such acts, deeds, matters and things whatsoever as may be legally necessary for further and more particularly assuring the said property land hereditaments and premises and every part thereof and to the use of the PURCHASER in the manner aforesaid as shall or may be reasonably required.

AND THAT there has not been any acquisition or requisition of the Property by any authority whatsoever and there is also no alignment by the Calcutta Municipal Corporation, South Subarban Unit at present in respect of any portion of the said property and all taxes and other outgoings payable in respect thereof if not paid already, upto this date the liabibities of such payments shall rest with the VENDOR. The PURCHASER will be liable for payment of all such outgoings from the date of these presents.

BE IT STATED that the VENDOR shall support and give his consent relating to any application to be made by the PURCHASER for mutation of his name in the Calcutta Municipal Corporation South Subarban Unit in respect of the property hereby conveyed and will at the cost of the Purchaser do all that things may be required to do for that purpose.

THE VENDOR hereby declare that the Property described in the Schedule below is free from all encumbrances but subject to the eixisting tenancies as stated above and that he is the absolute owner of the property with no other co-sharer/co-sharers or partner/partners therein and he has good title and full powers and rights to transfer the same and he is in possession of the same through his tenants full and absolutely.

AND WHEREAS the VENDOR further covenants with the PURCHASER THAT in as much as DEEDS AND WRITINGS to his title to the property also concern with other properties, the same could





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not be handed over by the VENDOR to the PURCHASER. The VENDOR undertakes, agrees, and assures to produce and exhibits at the cost of the PURCHASER whatsoever necessary for the purpose of showing and proving the title to the said property transferred to the said PURCHASER.

the right of easement over common passage leading from back portion to the front portion towards the main road S. N. Roy Road and shall have the right to install water connection electric sewerages drains gas-pipe and telephone lines etc., from the main road through the said common passage without causing any damages inconvenience to the VENDOR in the said premises which is hereby conveyed by these presents.

THE FURCHASER hereby further agrees and covenants with the VENDOR that in making/laying water connection, electric sewer -age drains gas-pipe telephone-lines, as afgresaid the PURCHASER shall not in any way interfere disturb, remove or cause any damage whatsoever to the passage and underground reservoir, pipe lines, electric lines etc. lying under the common passage and the PURCHASER shall over remain liable to make good any loss or damage done to the same and shall immediately componsate the said loss or damage suffered therein or repair the same immediately at the cost of the PURCHASER.

SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue redeemed bastu land being measuring 8.9583 Kottahs be it more or less together with x two storied brick - built building, one storied and partly two storeyed building, shoprooms, structures standing on the said land, with all fittings and fixtures and easements and appurtenance including all rights of easements over common passage leading





to the road-side rights of the land hereditaments and premises No.215 Holding No.286 (at present 248) S. N. Roy Road, Calcutta-700 038, under Police Station Behala Sub-Registry Office, Alipore with the limits of the Calcutta Municipal Corporation, South Subar -ban Unit, District 24-Parganas (South) which is shown in the PLAN annexed hereto and demarcated by RED INK and butted and bounded as per following :-

ON THE NORTH

: Back portion of Premises No.215

S. N. Roy Road.

ON THE EAST

: Residence of Madhusudan Shaw.

ON THE SOUTH

1 S. N. Roy Road.

ON THE WEST

: Rajani Mukherjee Road.

ON HOWSOEVER OTHERWISE the said land hereditaments and premises thereof now are or is hereto before were or was situated colled upon known described, distinguished, butted and bounded.

IN WITNESS WHEREOF the VENDOR has here unto set and subscribed his hand on the day month and year first above written.

SIGNED AND DELIVERED by the VENDOR in the presence of :-

WITNESS:

1. Swapen Nath 34. Rayani Mukhanger Boat Col. 38

6. Grow am. cal- 100026.

2. Sale voto chemerja. Moni MohomBanenja.
VENDOR





MEMO OF CONSIDERATION

Profit No. 4.6.45.03.....dated . 9.12:1993

Drawn on Grille M. Bank J. Communica B. 6.50,000.00

New Aligne. Branch ..

(Rupees Six Lacs Fifty thousand) TOTAL: 8. 6,50,000.00 Only.

WITNESS:

1. Swapen Nath

Moni Mohoo Barry

2. Subroto Chanterfor

DRAFTED BY ME :

legskay ADVOCATE,

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DATED THIS 10 17 DAY OF Secendar 1993

BETWEEN

SHRI. MONI MOHAN BANERJEE ...

VENDOR.

AND

SHRI. MOHAN GOSWAMI.,

PURCHASER.

5-8-94

DEED OF CONVEYANCE .

RE:- Premises No.286, S. N. Roy Road, Calcutta - 700 038. P. S. BEHALA.

DRAFTED BY :

B. K. GUPTA BHAYA., ADVOCATE, HIGH COURT, CALCUTTA.