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T 1332 1000 Rs.



admission under Rule 21 and stamped under the Indian Stamp Act, 1899 as amended by Act III of 1923 and Section 32 (1) of the Caltcutta Improvement Act, 1911 Schedule I.A. No. 23

Income Tax Clearance Certificate Produced

Rs. 5148 P. 00

*A 859.50
W 2.50
862.00*

Stamp duty paid under the Indian Stamp Act as amended by Act III of 1923 and also as amended by W.P. Stamp Amendment Act of 1964
Additional Duty paid under the Caltcutta Improvement Act. 2860.00

Paid in Excess.....
Total..... 8008.00
Fee Paid.....

*Sub-Registrar of Aligore at Aligore
Dist. M. B. Bagan*

*23
148000
A 859.50
W 2.50
862.00*

THIS INDENTURE made this the 23rd day of March, 1973 BETWEEN (1) SM. MOTI BAHU widow of Late Parshotam Des Gujrati, permanent resident of K34/13, Behiro Bazar, P.S. Chaulhamba, Varsnesi-1 by occupation housewife and (2) SRI GOPAL DAS GUJRATI, adopted son of Late above Parshotam Des Gujrati by occupation business, both by caste Vaisya (Dasa Porwal) residing at 21, Kshetra Mitra Lane, P. S. Golabari, Salkia, Howrah, at present carrying on business at No. 133, Cotton Street in the town of Calcutta-7, P.S. Barabazar, hereinafter referred to

jointly

*Income Tax Clearance Certificate
5148.00
2860.00
8008.00*

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Chitendrajan Laker and Kanorajan Laker
38 L. Beharaj nagore Cut 31

21. 3. 23

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Gopal Das Gujrali

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presented for Registration at
11.5 A.M. or P.M. on the 28th
day of March 1923 at the Office of
the Joint Sub-Registrar Aligarh as
Aligarh by Gopal Das Gujrali
Executant or Claimant or assignee

Gopal Das Gujrali
Sohn of late Parshotam
Das Gujrali of 21 Kshetra Nitha
Lane
Thana Golebare
District Jhansi
Caste Hindu by Profession for self
Business for self also
as constituted attorney
for Sm Moti Bahu

Joint Sub-Registrar of Aligarh at Aligarh
Dist. M. Baganah

- Gopal Das Gujrali
for self and
as constituted Attorney for
Sm. Moti Bahu

J. S. Roy
Advocate
Sohn of late
Jaggi Lal
Thana
District
by Caste by Profession



1797

J. S. Roy Advocate

Joint Sub-Registrar of Aligarh at Aligarh
Dist. M. Baganah
23. 3. 23



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jointly as the VENDORS (which expression shall, unless otherwise excluded by or repugnant to the context, be deemed to include their respective heirs, executors, administrators, legal representative and/or assigns) of the FIRST PART

A N D

- (1) SM. BINA SARKER wife of Sri Usha Ranjan Sarker
 by occupation house wife ^{and business} (2) SURANJAN SARKER
 (3) SRI CHITTARANJAN SARKER and (4) SRI MANORANJAN SARKER 2,3 and 4 are sons of Late Krishna Kumar Sarker, all by faith Hindu, 2, 3 and 4 by occupation business, all at present residing at 38L Maharaja Tagore Road, Calcutta-31, P. S. Jadavpur, District - 24 Parganas

hereinafter.....

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Sri Bina Sarkar, Suranjan Sarkar
Chittaranjan Sarkar and Anvora Sarkar
88 F. Mahaniraj Road

Rw 3f

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Maharaja

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Post-Office of Alipur at Alipur
Dist. - Parganas

23/3/73



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hereinafter referred to Jointly as PURCHASERS (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators representatives and/or assigns) of the SECOND PART

WHEREAS the Predecessor in interest of the Vendors, Late Parshotam Das Gujrati by an indenture of Sale dated B. L. 43 purchased all that piece or parcel of revenue free land measuring 23 cottah ~~12 cottas~~ ^{G.J.} 12 chittaks and 32 sq. feet be the same a little more or less situate and being Plot No. 236 of the surplus land in Calcutta Improvement Scheme No. XLVII at present numbered as 134, Southern Avenue from the Trustees for the improvement of Calcutta for consideration therein mentioned.

WHEREAS

PRE No
OLD PR
PLOT No
P.S. Tol.

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S. Bina Sarkar Suranjana
Rajkumar Sarkar and Ranoraja
Sarkar 382 Mahanagar
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Sub-Registrar of Alipore at Alipore
23/3/73

—A LAND PLAN OF—
PRE NO. 134/2 DR. MEG NATH SHAH SARANI.
OLD PRE NO. 134 (PORTION) SOUTHERN AVENUE.
PLOT NO 236 C.I.T. SCHEME XLVII
P.S. TOLLYGUNGE. DIST 24 PARGANAS
SCALE 30 FT. = 1" INCH.

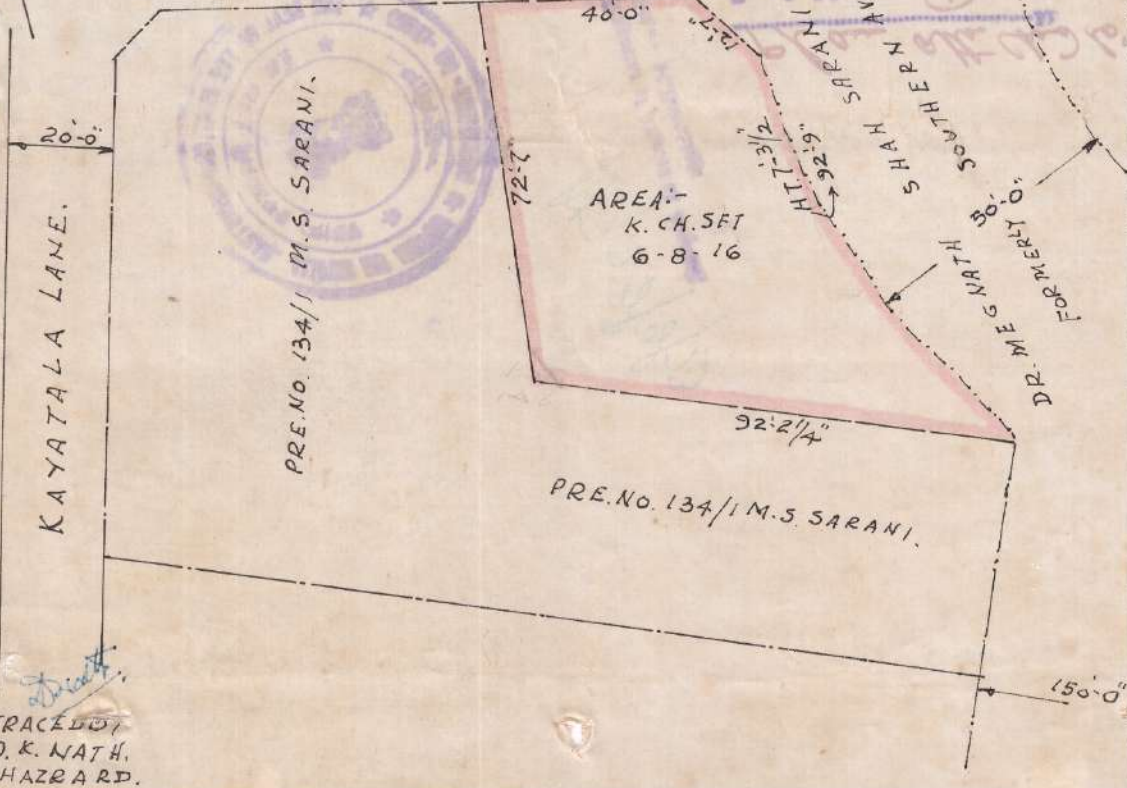
*Goal Das Guptha
 Goal Das Guptha
 Goal Das Guptha
 Attorney for M. S. Sarani*



PURNA DAS ROAD,
 FORMERLY MONOHAR PUKUR ROAD.

60'-0"

GOAL PARK



AREA -
 K. CH. SFT
 6-8-16

KAYATALA LANE.

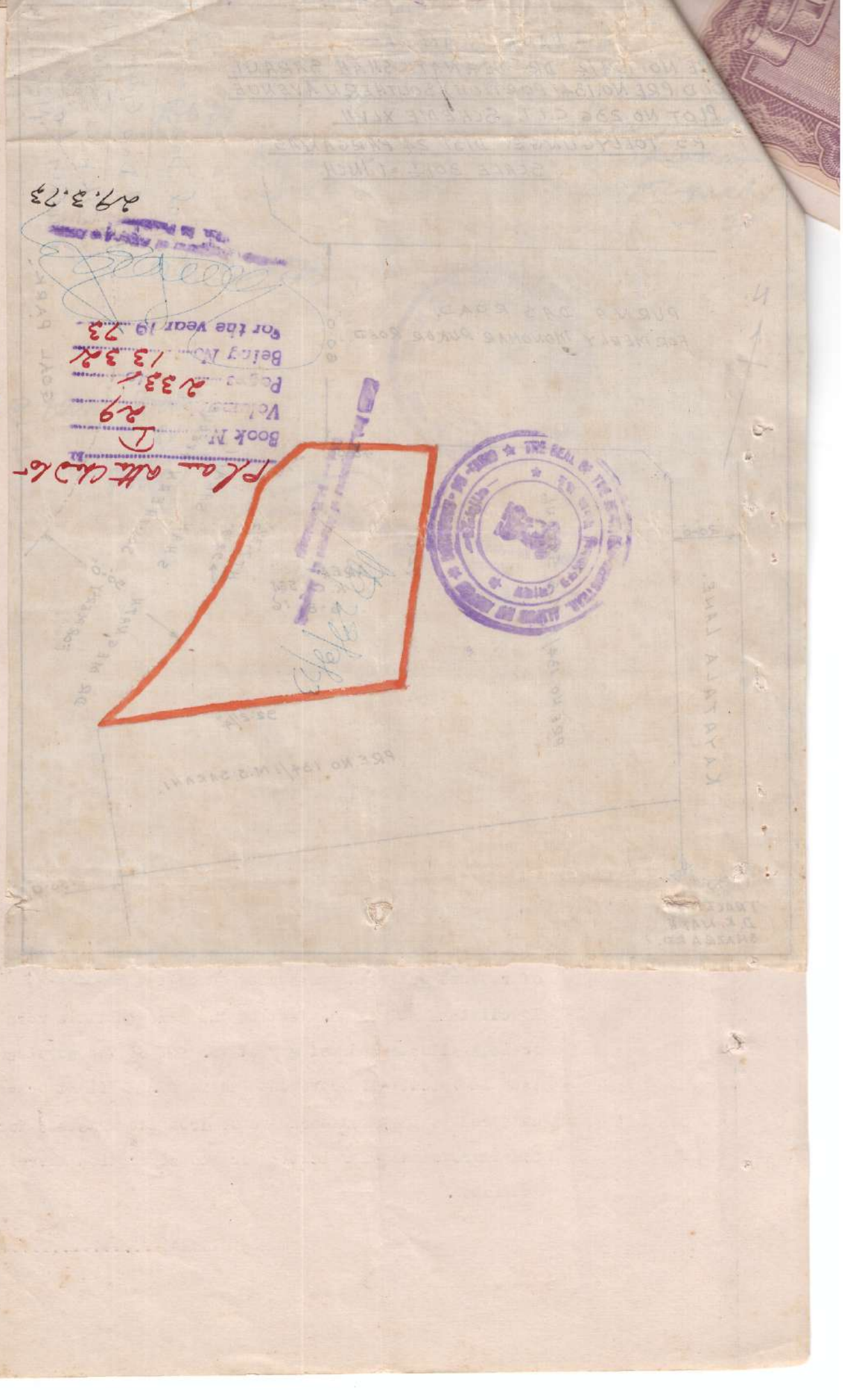
PRE. NO. 134/1 M. S. SARANI.

PRE. NO. 134/1 M. S. SARANI.

TRACED BY
 D. K. NATH,
 SHAZBARD.

29.3.73
for the year 19 73
Being No. 13321
Page 2331
Volume 29
Book No. 1
Plan attached

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WHEREAS since the date of purchase, the said Parshotam Das was seized and possessed of the aforesaid land, WHEREAS while in possession and enjoyment of the same as absolute owner the said Parshotam Das Gujrati during his life time by a Registered Deed of Sale dated 17th September 1957 sold to West Bengal Music and Cultural Society 17 Katas 14 Chattaks 16 sq. feet of land more or less (from the total land) at and for consideration stated in the said deed of sale, particularly set out in Schedule "A" hereunder.

WHEREAS the said Parshotam Das Gujrati died on 4.3.1971 leaving behind him at the time of his death his wife the Sm. Moti Bahu and his (adopted)

son

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Say Bina Saker. Suranja Saker
Chittaraja Saker and Kavosij Saker
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son Gopal Das Gujrati as his only heirs - the Vendors herein. The said Gopal Das Gujrati in his infancy was duly adopted by Late Parshotam Das Gujrati according to Hindu rites. Since the death of Late Parshotam Das, the vendors are in absolute possession and enjoyment of the same.

WHEREAS the above vendors have agreed to sell and the purchasers have agreed to purchase all that remaining piece and parcel of land measuring more or less 6 katas, 8 chitaks and 16 sq. feet particularly described in Schedule "B" hereunder at and for a consolidated price of Rs. 1,43,000/- (Rupees one Lakh fortythree thousand) only of lawful money of the Indian Union well and truly paid by the purchasers to the Vendors on or before the execution of these presents (the receipt whereof the vendors doth hereby admit and

acknowledge

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Sri Bingsarkar, Surajdasarkar
Chittaranjan Sarkar and Navonijdasarkar
882 Haburjan Euphrates
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acknowledge and of and from the same and every part thereof doth hereby release the purchasers) the vendors doth hereby grant, transfer, convey absolutely and for ever free from encumbrances and convey unto the purchasers. Be it, stated that the vendors have duly obtained succession certificate from the Competent Court of Law and obtained also provisional certificate U/s 74 (3) dated 5. 3. 73 from the Assistant Controller of Estate Duty Calcutta. Ward "A" Circle "Ca" of the Estate of deceased, Parshotam Das Gujrati.

It is further stated that the Vendors have also obtained Income Tax Clearance Certificate dated 28/2/73 from I.T.O. "C" Ward, Hundi Circle Calcutta.

It is further stated that a notice of acquisition of the property was made and subsequently the same was de-acquisition by the Government by their

notification.....

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By Bina Sarker, Suranjan Sarker
Prithviraj Sarker and Ranviraj Sarker
88/ Bahariy Bagicha

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Dr. A. K. M. M. M.
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Joint Dist. Registrar of Assam at Assam
Dist. - M. M. M.

23/3/23



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notification in Calcutta Gazette No. 10 of 69 dated
6th March, 1969.

And further it is stated that the property
is now free and is not subject to any acquisition
or requisition by the Court or any public Authority.
The Vendors doth hereby grant, transfer and convey
unto the Purchasers ALL THAT piece or parcel of land
measuring 6 Cottas 8 chittaks and 16 sq. ft. be the
same a little more or less, particularly described
in the Schedule "B" hereunder and delineated in the
map or plan annexed hereto and therein coloured with
red borders hereinafter called 'the said land' free
from all encumbrances liens and lispensens OR HOWEVER
OTHERWISE the said messuage land hereditaments and
premises or any part thereof now are or is or heretofore
were or was situated bounded called known numbered

described

14074 Sas Bina Sarker, Surjan Sarker
Chittaranjan Sarker and Devoraj Sarker
88 St. Hubert's, Calcutta

Collector
Treasury
21.3.33 Muzumbar C.M. 31

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Post Office, Calcutta
23/3/33



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described or distinguished TOGETHER WITH all yards, courtyards, sewers, drains, water-course rights, lights, liberties, privileges easements and appurtenances whatsoever to the said messuage land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto A N D all the estate, right, title interest claim and demand whatsoever of the vendors in to and upon the said premises or any part thereof TOGETHER WITH subject to what is written hereinafter, all Deeds, pattahs and Muniments of title whatsoever in anywise relating to or concerning the said messuage land hereditaments and premises hereof which now are or hereafter shall or may be in possession or power or control of the vendors or any other person from whom the Vendors may procure the same without any action or suit TO HAVE AND TO HOLD the

messuage

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Sri. Bina Lakshmi & Susumana Lakshmi
Phillips and Sarkar and Banerjee (Sarkar)
38 St. Mabany Tagore Rd
Calcutta

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Mr 1007 (Shree)
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THE REGISTRAR OF ALIENS IN ALIEN
OFFICE, CALCUTTA

23/3/33

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messuage land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchasers for ever and absolutely A N D the Vendors doth hereby covenant with the purchasers that notwithstanding any act deed or thing by the vendors, the vendors lawfully and absolutely are seized and possessed of or otherwise well and sufficiently entitled to the messuage land hereditaments and premises hereby granted or expressed so to be and to the use of the Purchasers in manner aforesaid A N D the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage land hereditaments and premises and receive rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from

or by

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Sy. Bina Sarker, Suranjana Sarker
Chitra Ranjan Sarker and Manoj Sarker
B.L. Mahanta Tugore Rd
Cul-8f

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Registrar of Companies of Aligarh
Aligarh - U.P.

22/3/23

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or by the vendors or any person or persons lawfully or equitably claiming from under or in trust or from or under any ancestors or predecessors in title of the vendors and that free from all encumbrance liens and dispendens whatsoever made or suffered by the vendors or any of their ancestors or predecessors in title by the vendors lawfully or equitably claiming as aforesaid AND FURTHER that the vendors, and all persons having or lawfully or equitably claiming any estate or interest in the said messuage land hereditaments and premises or any of them or any part thereof from under or in trust for the vendors or from or under any of the ancestors or predecessors in title 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 and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the purchasers in manner aforesaid as shall or may be reasonably required. Further it is stated that the property hereby conveyed is not subject to any attachment by Court, certificate office, or Income Tax authority and no suit is pending relating to the property, in any Court. The Purchasers further covenants with the vendors, that as the following documents described in Schedule "C" have been handed over to them

them

them by the Vendors, the Purchasers shall be bound to allow inspection and produce in Court, if needed, and at the request of the purchaser of the property described in Schedule "A". The Vendors agreed with Sri Vithaldas Mehta of 86, Burtolla Street, Calcutta to sell the property either to him or his nominees under his directions. In the copy of the Draft Deed submitted to Income-tax Office, the vendors agreed to sell to the said - person or his nominee. The said person has no right title or interest in the said property. As per request of the Income Tax Authorities, the Purchasers out of the total consideration money of 1,43,000/- payable to the vendors, are handing over a cheque for Rs. 25,000/- on Indian Overseas Bank in favour of the I. T. O. on behalf of the vendors as stated in memo of Consideration. The said amount of Rs. 25,000/- by the said cheque is a Part of the consideration money and if at all refundable, shall be refunded to the vendors and the Purchasers have no claim to the same.

SCHEDULE "A"

Full Schedule

ALL THAT piece or parcel of revenue free land containing an area 17 cottas 4 chittaks 16 sq. ft. be the same a little more or less situated and being plot No. 236 of the surplus land in Calcutta Improvement Scheme (portion of old premises No. 134 Southern Avenue)

No.....

No. XLVII now known as 134/1, Southern Avenue, P.S. Tollygunge, Calcutta, Sub-Registration Office Alipore comprised in Holding Nos. 296, 432, 385 and 8 in Sub-Division Q, Division VI Debi Panchannagram butted and bounded in the manner following that is to say :

On the East - Southern Avenue (Dr. M. N. Saha Sarani) and partly by Plot No. 134/2 Dr. Meghnad Saha Sarani.

On the North - Monoharpukur Road (Now known as Purnadas Road).

On the West - Keyatola Lane.

On the South - Partly by Plot No. 235 Scheme XLVII and partly by 26, Keyatola Lane.

SCHEDULE "B" PROPERTY HEREBY CONVEYED.

ALL THAT piece or parcel of revenue redeemed land measuring 6 cottahs 8 chittaks 16 sq. ft. (six cottahs eight chittaks sixteen sq. feet) being portion of Plot No. 236 C.I.T. Scheme XLVII old Municipal premises No. 134 Southern Avenue now known as premises No. 134/2, ^{Southern Avenue} (Dr. Meghnad Saha Sarani,) P. S. Tollygunge, Calcutta butted and bounded in the

manner

manner following that is to say.

- On the East - Dr. Meghnad Saha Sarani and Gol Park.
On the South - By Plot No. 134/1, Dr. M. N. Saha Sarani.
On the West - By Plot No. 134/1, Dr. M. N. Saha Sarani.
On the North - Purnadas Road (Old Manoharpukur Road).

SCHEDULE "C"

List of documents and papers delivered to the Purchasers
by the Vendors.

- 1) Original Purchase Deed.
- 2) Tax Receipts.
- 3) De-Acquisition Gazette.
- 4) True copy of Sale Deed of 134/1, Dr. M. N. Sarani.
- 5) True copy of Power of Attorney by Moti Bahu in
favour of Gopal Das Gujrati.

The land hereby sold is delineated in the plan
annexed here to and therein marked with red border.

In witness whereof the Vendors doth hereby
put their hands and seal the day month and year
first above written.

M E M O

MEMO OF CONSIDERATION :

- 1) A cheque on Indian Overseas Bank, Kalighat Branch No. 71CA 273342 dated 21/3/73 for Rs. 25,000/- drawn in favour of Assistant Controller of Estate Duty.
- 2) Pay order drawn by Indian Overseas Bank, Kalighat Branch - No 265/73 dated 23-3-73 in favour of Smt Moti Bahu & Gopaldas Gujrati for Rs 1,18,000/-

SIGNED, SEALED AND DELIVERED
in the presence of :-

Gopal Das Gujrati.
for Self and
as Constituted Attorney for
Smt. Moti Bahu

- 1) Jnandanku Roy Advocate
11 St. Sarah Bazar Road
Cal-29
- 2, Rajaram Sharma,
5/2C, Brindaban Basak St.,
Calcutta-5.
3. ~~श्री ११०१११~~ ~~श्री ११०१११~~ }
Sd/Bilal Das Mehla }
86 Brindaban street }
Cal-7 }
4. Subodh Kumar Biswas
9, Colonel Biswas Road
Calcutta-19
5. Kashi Nath Chandraji
81 B. S. P. Mukherjee Road
Cal-26



ৱাৰ্শ্বৰ ৰাজ্যৰ সীল
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Copy verified

Dr. Jm
4/8/73

xy Assessor

Calcutta Corporation

Dated the 23rd of March, 1973

Cell Deed BETWEEN

(1) SM. MOTI BAHU

(2) GOPAL DAS GUJRATI Vendors

- vs -

(1) SM. BINA SARKER

(2) SURANJAN SARKER

(3) CHITTARANJAN SARKAR

(4) MONORANJAN SARKAR Purchasers



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Page No. 29
Volume No. 238
Pages 230 to 238
Being No. 1332
for the year 1973

Handwritten notes:
29.3.73

Drafted by J. S. Roy

Advocate,
11, Dr. Sarat Banerjee Road,
Calcutta-29.