

18450

16194 5000Rs.



Deed + Prod.

24000

27400

1. The above property is being sold  
 under the Indian Sale Act 1908  
 in accordance with the provisions  
 of the said Act and the rules  
 made thereunder.

2. The price of the property is  
 Rs. 27400/-  
 3. The property is being sold  
 for cash.

16-11-93

THIS SALE DEED made this 16<sup>th</sup> day of November  
 One thousand nine hundred and ninety three BETWEEN  
 1) SRI DEBNATH MITRA Son of Late Amar Krishna Mitra, by  
 faith- Hindu, by occupation- Business, residing at 25,

contd.....

127 161

Sankar...

127000

5000Rs.

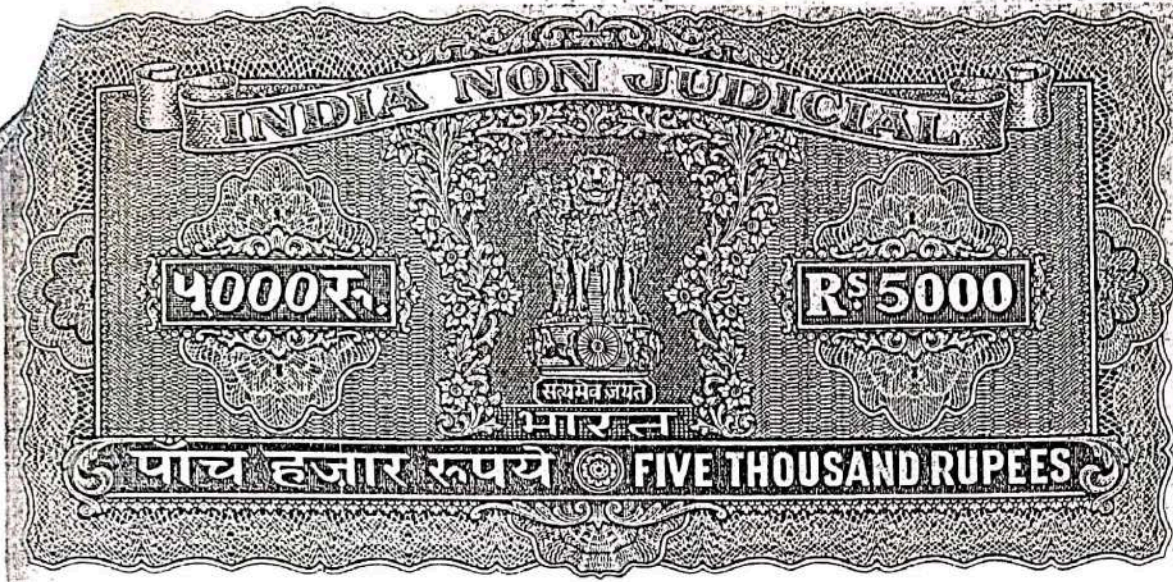


- 2 -

Serpentine Lane, P.S. Muchipara, Calcutta - 700 014;

2) SRI AMIT KRISHNA MITRA Son of Late Amar Krishna Mitra,  
by faith- Hindu, by occupation- Service, residing at Sarat

contd.....



- 2B -

and collectively mentioned as the ' V\_E\_N\_D\_O\_R\_S ' (which expression shall always mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART

contd.....

5000Rs.



- 2A -

Bose Road, Haldimpara, P.S. Siliguri, 7344, Dist. Darjeeling;  
3) SRI ASIT KRISHNA MITRA Son of Late Amar Krishna Mitra, by  
faith- Hindu, by occupation- Service, residing at 196, Kalichar-  
an Ghosh Road, P.S. Cossipur, Calcutta-700050, hereinafter jointly

contd.....

5000Rs.



- 20 -

A N D

SRI HARI SANKAR PAUL Son of Late Bhupendra Nath Pa-l  
by faith- Hindu, by occupation- Service, residing at 11B, Harish  
Sikdar Path (Choterpara Lane), P.S. Muchipara, Calcutta-700012,

contd.....



- 2 -

hereinafter mentioned as the 'PURCHASER' (which expression shall always mean and include his heirs, executors, administrators, legal representatives and assigns) of the

SECOND PART

contd.....

100Rs



- 2 E -

W H E R E A S Amar Krishna Mitra predeceased father of the Vendors, on 13th day of October, 1939 purchased ALL THAT piece and parcel of land measuring about 13 (thirteen) cottahs

contd.....

100Rs.



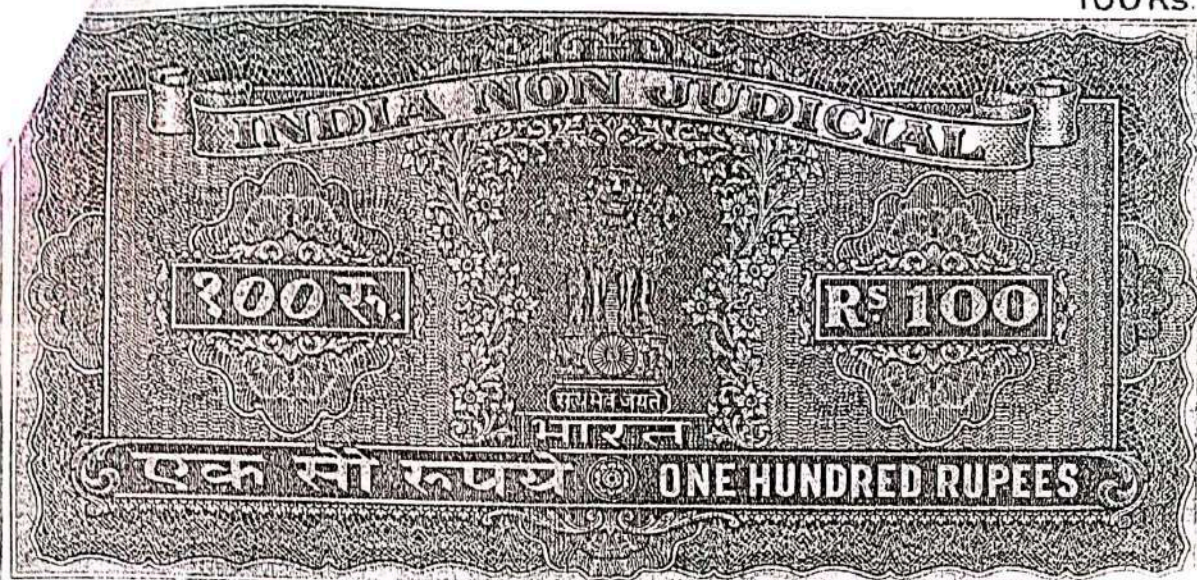
- 2F -

in area be the same little more or less together with all ease-  
ment and apourtenances situated at and being the portion of  
premises No.23, Kali Charan Ghosh Road; comprised in holding

contd.....



100Rs.



- 26 -

no. 219 in Division- I, Sub-Division-X, Mouza-Sinthi Panchanan-  
gram, Comprised in Touzi no. 1298/2833, Sub-Registry office at  
Cossipore, Dum-Dum, P.S. Cossipore within the Municipal limits

contd.....

100Rs.

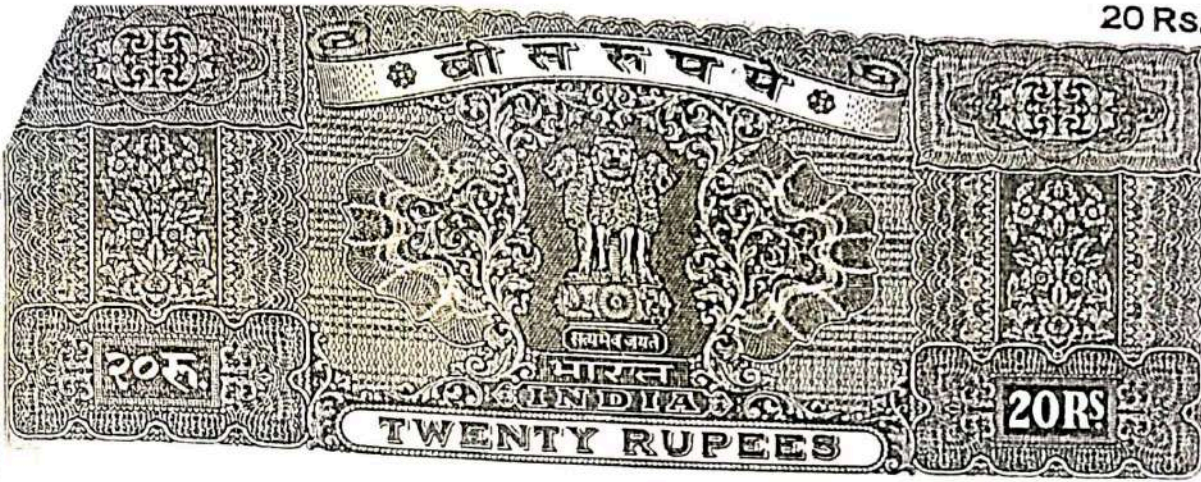


- 2H -

of Corporation of Calcutta District -24-Parganas (North) from  
one Sri Sarat Chandra Sadhukhan Son of Bhabani Charan Sadhukhan,  
by a registered deed of Conveyance against a valuable

contd.....

20 Rs.



- 2 I -

consideration stated therein. The said deed of Conveyance was registered at Cossipore Dum-Dum and recorded in Book No.- I, Volume No. 33, Pages 168 to 174 as being no. 3097 for the year 1939.

contd.....

AND WHEREAS the said Amar Krishna Mitra by virtue of his aforesaid purchase became the sole and absolute owner of the said property constructed one storied building thereon as per sanctioned plan of the appropriate authority and got his name mutated in the records of Calcutta Municipal Corporation of his aforesaid purchased property and the said property was known and numbered as premises no. 196, Kalicharan Ghosh Road.

AND WHEREAS the said Amar Krishna Mitra became the sole and absolute owner in respect of the said premises no. 196, Kalicharan Ghosh Road and went on possessing the same free from all encumbrances, attachment, charges, lien, leaspendense etc.

AND WHEREAS the said Amar Krishna Mitra a Hindu governed by the Dayabagha School of Hindu law died intestate on 17th February 1953 leaving behind him surviving his widow Smt. Indu Bala Mitra, and six sons Sri Tarak Krishna Mitra, Sri Baidymath Mitra, Sri Paresh Nath Mitra, Sri Debnath Mitra, Amit Krishna Mitra, and Asit Krishna Mitra, as his only heirs, and legal representative and none else and left the several properties including the property at premises no. 196, Kalicharan Ghosh Road.

AND WHEREAS on the death of Amar Krishna Mitra, his above named heirs and successors became the joint owners of several properties including the property at premises no. 196, Kalicharan Ghosh Road, left by said Amar Krishna Mitra and each of them became entitled to an undivided  $\frac{1}{7}$ th share and interest in the said properties.

AND WHEREAS the Vendors herein and their other co-sharers amicably partitioned their joint properties by metes and bounds and accordingly a deed of partition was executed and registered between the Vendors and their other co-sharers on 25th day of May '1987 and the said Deed of Partition was registered at Register

of Assurance at Calcutta and recorded in Book no. I, Volume no. - 150, Pages 1 to 36 as being no. 5473 for the year 1927.

AND WHEREAS by virtue of the said deed of partition the Vendors herein as the party of the 5th, 6th and 7th part jointly got the demarcated southern portion of the premises no. 196, Kalicharan Ghosh Road, having an area of 5 cottahs 12 chittacks and 30 Sq.ft. equivalent to 4170 Sq.ft. in area be the same a little more or less together with a building standing thereon with all easements and appurtenances together with all sorts of easements rights over and in respect of 8' ft. wide common passage lying on the adjacent northern side of the said property as their sole and absolute property without any interruption, demand, claim, wheresoever from anybody and each of the Vendors have undivided 1/3rd share and interest are there.

AND WHEREAS the Vendors are now absolutely seized and possessed of the said property and absolutely entitled to deal with the property having an area of 5 cottahs 12 chittacks and 30 Sq.ft. equivalent to 4170 Sq.ft. in area be a little more or less with a building thereon being the demarcated southern portion of the premises no. 196, Kalicharan Ghosh Road, free from all encumbrances, charges, liens, leaspendense etc. morefully and particularly mentioned in the schedule of property hereunder written *And whenever the Purchaser is monthly tenant in respect of the said Property for last Five years.*

AND WHEREAS the Vendors have agreed to sale and the Purchaser have agreed to purchase all that the piece and parcel of land measuring about 5 cottahs 12 chittacks and 30 Sq.ft. equivalent to 4170 Sq.ft. in area with a building thereon being the demarcated Southern portion of premises no. 196, Kalicharan Ghosh Road, morefully mentioned in the schedule of property hereunder written and delineated in the map or plan attached herewith

contd....5

*Delivered  
15/12/1927  
per [Signature]*

by bordered coloured "RED", free from all encumbrances, charges, lien, lease pendense etc. at or for the price or consideration of Rs. 1,70,000/- (Rupees one lakh ninety thousand) only.

NOW THIS SALE DEED WITNESSETH that : in pursuance of the said sum of Rs. 1,70,000/- (Rupees one lakh seventy thousand) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, discharge and release the Purchaser and also the said property) the Vendors, doth hereby indefeasibly grant, convey, sell, transfer, assigns unto the Purchaser the said demarcated Southern portion of the premises No. 196, Kalicharan Ghosh Road, morefully mentioned and described in the schedule of property hereunder written and delineated in the map or plan attached herewith by bordered coloured "RED" and hereinafter referred to as the said premises "together with all ways, paths, passages, fences light right, liberties, privileges, easements and appurtenances whatsoever thereunto belonging held or enjoyed or occupied therewith and all the estate right title interest claim and demand whatsoever of the Vendors into or upon the same or every part thereof and all deeds pattahs written muniment and evidence of title relating thereto or any part thereof which now all or may hereafter be in the possession or custody of the Vendors or any person or persons from whom the Vendors may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in the absolutely and forever and the Vendors doth hereby covenant with the Purchaser, that notwithstanding any act deed or ghings heretofore done executed or knowingly suffered to the contrary the Vendors hath now good right full power, absolute authority and indefeasible title to the said premises

free from all encumbrances, attachments or defects of title whatsoever And the Purchaser shall hereafter peaceably and quietly hold possess and enjoy the said premises in khas possession or through tenants with all easement appurtenances thereon and every part thereof on getting his name duly mutate before the appropriate authority or authorities by paying the taxes without any claim and demand whatsoever from the Vendors or any person or persons claiming through or under them and the Vendors further covenants with the Purchaser to save harmless indemnify and keep indemnified the Purchaser and the Vendors further covenants that they shall at the request and cost of the Purchaser execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said premises and every part thereof in manner aforesaid according to the true intent and meaning of these presents and further more that the Vendors and all their heirs, executors and administrators shall at all times hereinafter indemnify and keep indemnified the Purchaser his heirs and executors, administrators and assigns against loss damages costs charges and expenses if any suffered by reason of any claim lawfully being made by any body whosoever or any breach of the covenant hereunder contained. The purchaser hereby covenant with the Vendors to follow and undertake to discharge and/or carry out the following obligations hereby accepted.

1) That in his own cost the purchaser shall construct the boundary wall stretching from East to west about 80 Ft. long on his own portion of the schedule below property as written hereinafter adjacent to the common passage lying in between the two portion of the premises no. 196, Kalicharan Ghosh Road, Calcutta-700050 as fully described under Sl. No. 2, hereinafter written in this deed of conveyance. But, however, the purchaser as well

contd.....7

as the owners and their heirs, executors, representatives of the adjacent plot known as Lot 'A' shall not construct the boundary wall above the height of 8' ft. under no circumstances. Be it mentioned that it is one of the condition for the sale of the said property.

2) Upon purchase of the said property by the purchaser 8 (eight) feet wide common passage stretching about 80 ft. long from East to West in between the two portion of the premises no. 196, Kalicharan Ghosh Road, Calcutta- 700050, as shown in the annexed plan of the deed of partition executed on 25-5-87 which was fallen in the portion marked as Lot "A" therein, would be used by the occupants of both the portion of the premises no. 196, Kali Charan Ghosh Road, Calcutta-700050, for their coming in and going out from their respective building and the said common passage would be kept vacant for such purpose forever and purchaser shall not make any construction thereon whatsoever and the respective owners of both the portion of the aforesaid premises shall hold one of the duplicate key of the main gate till any alternative arrangement is made. However, in case if any of the owner of both the portion of the aforesaid premises temporarily uses the said common passage for drawing under ground electric line or telephone line swarage, water line or any such other purposes, he shall forthwith repair the damage done to the said common passage for using the same in such purpose within a reasonable period, In case the said common passage is required for further development in future, the cost of which shall be borne by the respective users of the premises proportionately.

3) It is further decided between the parties that the 8 ft. wide ceiling on the common passage which make join the two portions of the building shall be separated from the Central



THE PLAN AT SOUTHERN PORTION OF PREMISES NO.

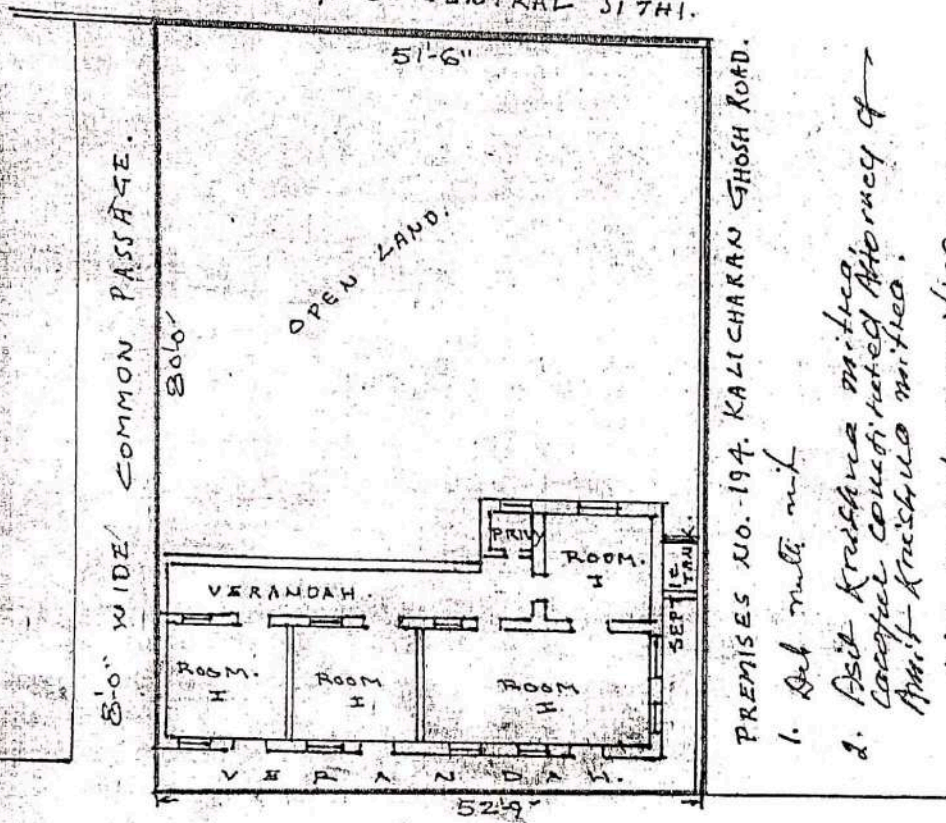
96 KALICHARAN GHOSH ROAD, WARD NO. 2, P.S. COSSIPORE.

SCALE:- 1" INCH = 16' 0" FT.

AREA OF LAND:- 4170 SFT. OR 5K-12CH-30SFT. (SHOWN IN RED LINE)

NAME OF PURCHASER:- SRI HARI SANKAR PAUL.

PRE. NO. 1/2 B. CENTRAL SITHI.



as Kalicharan Ghosh Road.

contd....9

portion after leaving at least 3 ft. wide ceiling on each side of the existing building after execution of the conveyance deed at the cost of the purchaser.

4) That it is further decided between parties that the Vendors will fully co-operate with Purchaser at the time of above mentioned work.

SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL OF LAND measuring about 5 (five) cottahs 12 (twelve) chittacks 30 (thirty) Sq.ft. equivalent to 4170 Sq.ft. in area be the same a little more or less with a single storeyed brick build building consisting four rooms verandah, bath and privy thereon lying at and being the demarcated as southern portion of premises no. 196, Kali Charan Ghosh Road, P.S. Cossipur and situated at Mouza- Sinthi, Division- I, Sub-Division- X, in Panchannagram, holding no.- 219, comprised in Touzi no. 1298/2833 now within the limits of Calcutta Municipal Corporation Ward no. 2, Sub-Registry office at Cossipore, Dum-Dum and delineated in the map or plan annexed herewith by bordered coloured "RED" butted and bounded as follows :-

ON THE NORTH : 8' feet wide common passage

ON THE SOUTH : Premises No. 194, Kalicharan Ghosh Road,

ON THE EAST : Premises no. 1/2B, Central Sinthi,  
Calcutta-700050,

ON THE WEST : 30' ft. wide Municipal Road, named  
as Kalicharan Ghosh Road.

contd....9

IN WITNESS WHEREOF the Vendors hereof have hereunto set and subscribed their respective hands the day month and year first above written.

Signed and delivered  
by the Vendors at Calcutta  
in the presence of :-

- 1) Pavesh Nank Mitra  
25, Serpentine Lane  
Calcutta - 700 014
- 2) Prorash Ch. Bhatta  
5/R, Gopal Nagar Rd,  
Cal - 27.

- 1) Deb mta mit
- 2) Asit Krishna Mitra  
Lawyer Constitution Attorney  
of Amit Krishna Mitra
- 3) Asit Krishna Mitra

V E N D O R S

Hari Sanjay Pal  
P U R C H A S E R

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. 1,70,000/- (Rupees one lakh seventy thousand) only as per memo below :- By a <sup>BANK-VIS</sup> Cheque of State Bank of India, Smta Sen's Street Branch, Calcutta bearing no. 057203 dated 08-11-1983 for Rs. 170000/- (Rupees one lac seventy thousand only)

Witnesses :-

- 1) Pavesh Nank Mitra  
25, Serpentine Lane  
Calcutta - 700 014.
- 2) Prorash Ch. Bhatta  
5/R, Gopal Nagar Rd,  
Cal - 27.

- 1) Deb mta mit
- 2) Asit Krishna Mitra  
Lawyer Constitution Attorney  
of Amit Krishna Mitra
- 3) Asit Krishna Mitra

V E N D O R S

Drafted by me.

Prasanta Sarkar  
Advocate

Reg. No. WB/121/85

Typed by me  
Kishore Ghosh  
(Kishore Ghosh)  
Alipore Police Court, Cal-27.

194

SITE PLAN AT SOUTHERN PORTION OF PREMISES NO. 96, KALI CHARAN GHOSH ROAD, WARD NO. 2, P.S. COSSIPORE.

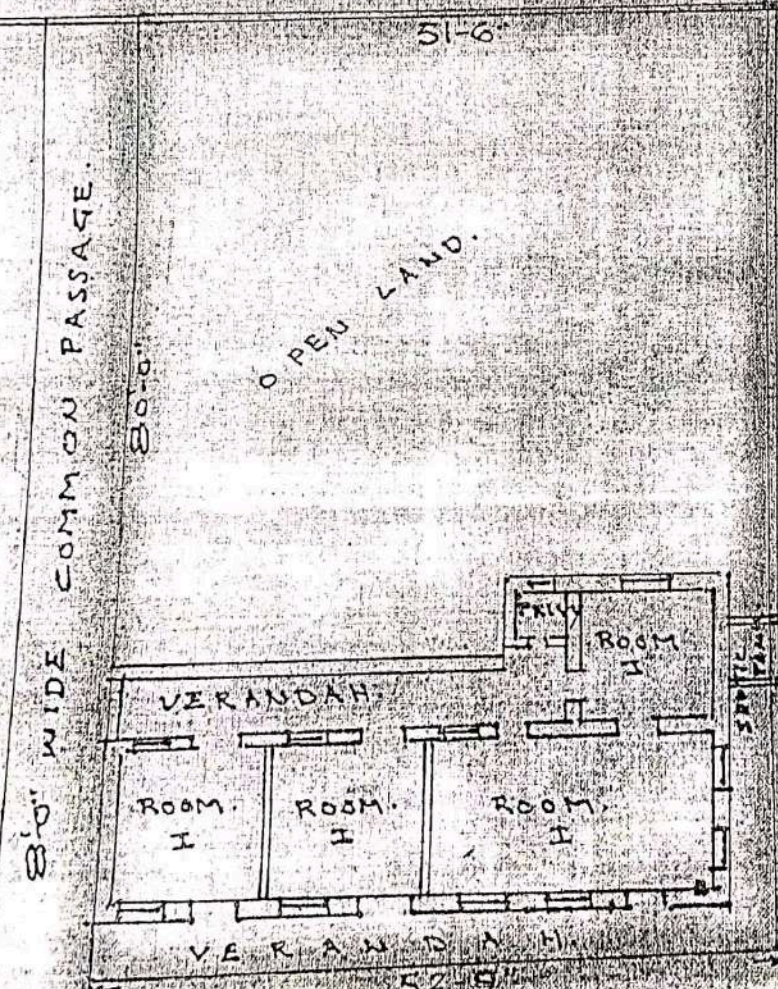
SCALE - 1" INCH = 16' 0" FT.

AREA OF LAND:- 4170 SFT. OR 5K-12CH-30SFT. IS SHOWN IN RED LINE

NAME OF PURCHASER:- SRI. HARI SANKAR PAUL.



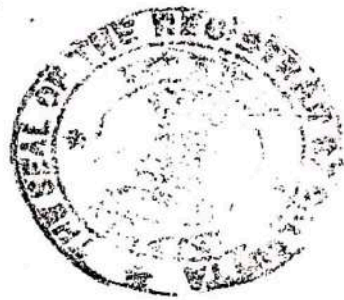
PRE. NO. 1/2 B, CENTRAL SITHI.




PREMISES NO. 194, KALICHARAN GHOSE ROAD

1. Deb with nil
2. Asst. Commissioner mitra  
Lawful constituted officer of  
Asst. Commissioner mitra.
3. Asst. Commissioner mitra.

DRAWN BY:-  
G. KAR.  
(MAN)



  
Registrar of Assurances  
Calcutta