

C. Chattopadhyay B-I vol-154 pages-1 to 19 Deed No-5065/1962

6

13/1B & 13/1F



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

34AB 271777

Serial No. 3397 dt. 3/7/2019
 BK No. I Vol No. 154 Pages to 1-19
 Being No. 5065 Year. 1962
 Cartridge Paper Issued..... 11.50
 Copying Fee Ordinary..... 13.50
 Copying For Urgent..... 66.50
 Teading Charge for Map or Plan.
 Xeroxing Charges.....

4.00
20.00
91.50

C. Chattopadhyay
3397
1/07/19

[Signature]
 ADDITIONAL REGISTRAR
 OF ASSURANCE, KOLKATA
 4 JUL 2019
 A.D.S.R. Record

SREE JAGANNATH CONSTRUCTION

[Signature]
PARTNER

Rs 100 special
Adhesive stamp
Director is seal
is illegible

Rs 200 special
Adhesive stamp
is illegible

Rs 100 special
Adhesive stamp
is illegible

Rs 20 special
Adhesive stamp
is illegible

Rs 5 special
Adhesive stamp
is illegible

19.9.62
stamp impurities
illegible

is hereby intended to be read) bearing in To his death made and published in
his last will and testament dated the 16th day of April 1924 and a
copy of the said will and whenas Probate of the said will and copies was
granted by the High Court of Judicature at Fort William in Bengal in its
order dated 20th June 1925 to the executor named
the said nephew Gajendra Nath Basu the eldest son of Jagadish
Nath Basu deceased and his eldest son Satyendra Nath Basu both since deceased
and whenas the said Chinfunda Nath Basu left him surviving Srinivasa Basu
Kumar Basu his sole widow and his son Satyendra Nath Basu the father of
the vendor and Kaml Kumar Basu the only son of Srinivasa Nath Basu deceased
a deceased son of the said Chinfunda Nath Basu as his legal heirs and
as the vendor his sole will and codicil and whenas after the date of the said
deceased Nath Basu by an agreement in writing bearing date the 7th October
1932 between (1) Gajendra Nath Basu along with his co-heirs (2nd party) is
shown all claiming to be the legal heirs then living of the said Jagadish
Nath Basu deceased (2) Mr. Manindra Nath Basu along with his co-heirs claiming to
be the legal heirs then living of the said Jagadish Nath Basu deceased and
(3) the said Gajendra Nath Basu and Satyendra Nath Basu acting as executors of
the will of the said Chinfunda Nath Basu deceased all ordinarily residing the said
family dwelling house at No. 14 Gokulam Street (intermediate number) 19-11

SREE JAGANNATH CONSTRUCTION
PARTNER

[Signature]

Case No 5065 Dated 1/5/2

calcutta collect-
orate

13/2A 14 and 14/11) the said parties submitted and referred all matters in dispute between them to Sir Nripendra Nath Sen as the Hon. Advocate General of Bengal (since deceased) who was appointed sole arbitrator under the said Agreement. Into various matters are particularly mentioned and ~~and~~ enumerated in the said Agreement. And in particular to make partition and division of the immovable properties found to be joint amongst the persons entitled thereto into three groups and further to make a subdivision among some of the parties as therein particularly indicated and to take accounts etc. as therein mentioned and to make his final award within six months with four to extend such time as might be deemed necessary but not exceeding one year. And whereas in pursuance of the aforesaid Agreement a submission in Nripendra Nath Sen as sole arbitrator entered the reference and made and published his final award on the 5th May 1934 and the said award after having been duly stamped was registered according to law in the office of the Registrar of Assurances Calcutta on or about the 22nd May 1934 in Book No. 63 pages 171 to 223 being No. 1961 for the year 1934. And whereas in the 'a' also by the award Sir Sen as sole arbitrator (4th page) gave the widow of the said Champendra Nath Sen his son Satyendra Nath Sen and his grand son, Kamal Kumar Sen were allotted for their one third share in the joint properties mentioned and described in schedule II annexed to the award to be held and enjoyed by the said Sen as tenants in common.

No. 20
 the party paid
 under the
 of Act 1425
 Addition
 has paid under
 the collect-
 improvement
 Act 5 1901 -
 The award to be held and enjoyed by the said Sen as tenants in common.

paid as under
 A-382/-
 A-71/-
 3891/-
 1/16 acre
 abt. registered
 3/10/1962
 admitted
 20.9.62
 awarded for
 registration
 1 P.M. at
 the Calcutta
 registration
 office on the
 5th day of
 sept 1962 by

being his wife and thereafter by the said Satyendra Nath Basu the father of the
 under and Komal Kumar Basu absolutely and jointly as between themselves but is
 severally as far as the other parties therein were concerned and whereas in part
 of schedule IV of the said Award a part of the property firstly a portion of the
 family dwelling house and lands consisting of an area of 1 Bigha 8 Chittaks 11 Raitaks
 and 2 sq. ft. valued at Rs. 10,101.2/- being a portion of premises Nos 13 and
 14/1 Colson's Lane Street Calcutta particularly shown and delineated with border
 in the plan annexed to the said Award and marked as lot "E" within A-2
 secondly another portion of the family dwelling house and lands consisting of 2 Bighas
 9 Chittaks and 22 sq. ft. valued at Rs. 21,963/- being also a portion of
 the said premises Nos. 13 and 13/1 Colson's Lane Street more particularly shown and
 enclosed with red border in the said plan annexed to the said Award and marked
 as lot "F" therein were jointly allotted to Sri Basu to Kumar Basu Satyendra
 Nath Basu and Haral Kumar Basu as aforementioned and whereas it was intended
 by the said award and awarded plot for the better enjoyment of the respective por-
 tions of the dwelling house of the parties (being premises No. 13 13/1 13/2 13/3 & 14
 and 14/1 Colson's Lane Street in the town of Calcutta) as divided in the said map
 into lots A B C D E and F and delineated in the said map
 on plan annexed to the said (5th page) said Award a sixteen feet wide
 common passage running North to South as shown in the said map on plan -

SREE JAGANNATH CONSTRUCTION

Sri Jagannath
 PARTNER



and No 555 Cor 1962

Rabin Kumar

son of the

Rabin Kumar

and his wife

Sub. signature of

As witness

20.9.62

Execution is

admitted by

Rabin Kumar

Basir N/o late

Satyendra Nath

Boon of 13/10

Colonel Bhabha

stunt agent

holder

Rabin Kumar

Basir N/o late

Satyendra Nath

Boon of 13/10

Colonel Bhabha

stunt agent

holder

to the said toward and colored bound and therein was to be opened
and conducted in the manner therein laid down and that the easels
of opening out and constructing such common passage was to be borne and
paid in the manner therein directed and whereas it was further directed
and awarded that the said common passage shall at all times remain open to
the sky and the said allottees shall have their right of way air and
light over the same and shall have liberty to lay and have laid gas
and water pipes electric and telephone cables and for connections in job under
or over the said common passage and whereas in favour of the said
Award the allottees of the said family dwelling house have at all material times
taken possession of their respective allotments and have carried out the directions
contained in the said Award and have been holding and enjoying the respective
plots in accordance therewith. And whereas the said Basir N/o late husband of the
said Satyendra Nath deceased departed life sometime in the year 1955 and
upon the termination of his life estate the said Satyendra Nath Basir N/o
deceased and the said Komal Kumar Basir became absolutely and jointly entitled
to the properties allotted to them by and mentioned in Schedule IV of
the award before recited Award of Sir Nripendra Nath Sircar dated 20th
6th May 1954 including the said separated portions of the family dwelling house
No 555 Cor 1962 and D.F. 11 and comprised in and being portions of premises

Nos 13 and 13/1. Colorem chose street but in several paragraphs of the
 under the said award and whereas at all material times the parties
 the partition effected by and under the humble petition filed of Sir Nijendra
 Nath Sen the said lots "F" and "F" mentioned and described in part
 I of schedule II of the said award were jointly held and enjoyed by
 the said Satyendra Nath Sen and Kaml Kumar Sen respectively until the said
 were subsequently partitioned between them as herein after recited and whereas a
 Memo order of court dated the 25th November 1937 and decreed by
 Natta Sen (since deceased) of the one part and Kaml Kumar Sen both of nos 13
 13 and 13/1 Colorem chose street of the other part the said partition
 was appointed the sole Administrator by the said parties to effect the partition
 amongst them of the immovable properties belonging jointly to them including the
 said separated portions of the family dwelling house found out of and being
 portions of nos 73 and 13/1 Colorem chose street in Calcutta within
 six months from the date of such partition provided that the said Satyendra
 Sen having been effected with the said partition when the said
 Natta Sen and Kaml Kumar Sen executed a fresh agreement whereby the said
 Apurba Nath Sen was appointed the sole administrator to effect amongst other things
 a division of the properties belonging to him jointly as aforesaid and whereas
 the said Administrator duly intended on the reference made and published his

after
 identified
 Sir Mahan
 major son of
 late Basanta
 Kumar Banerji
 of 6
 Old Post
 Office St
 Alipore Hindu
 wives.
 in Madras
 Banerji
 at Kanchi
 sub-Registrar
 of Madras
 Calcutta
 20.9.62

contains 11 chakras and 3 sq. ft. be the same a little more or less granted
 by at and being a portion of the said division No. 13 and 13/1 Babson
 share tract (which separated portion was subsequently numbered as Municipal
 premises No. 10/10 Babson House street Juchod with pink border in the Map
 of plan "X" annexed to the said Award dated the 2nd May 1941 and to be
 held and enjoyed by him absolutely and in perpetuity as and for his
 one half share therein and whereas the said former owner Bamwaly
 the said Award dated the 2nd May 1941 allotted amongst other properties
 particularly (2 the 40s) 18 following mentioned described in schedule 'a' after
 said Award the separated portion of the family dwelling house comprised in
 being portion of premises No. 10 and 11 Babson House street Calcutta and
 and to lot "F" in the said Award of six No. N. S. area dated the 26
 May 1904 hereinafter mentioned and whereas a strip of land measuring 2 cottahs
 2 chakras and 110 sq. ft. was by the said Award dated the 2nd May
 1941 directed to be taken out of the said lot "F" for the purpose of
 opening out a common passage as hereunder stated And whereas the said portion
 of the dwelling house allotted to the said Kanan Das as
 provided consisted of a partly 3 staired and partly 2 staired brick built
 building and other structures together with the land containing by adjoining
 1 Big 18 cottahs 1 ch. and 29 sq. ft. situated by lot and being a portion

and No 5065
Jan 1962

of 13 and 14/11 Boleham Brass Street which separated father was subsequently numbered as premises No. 13/14 Babson. The said father was subsequently enclosed with the border in the plan "X" annexed to the said award. The mother of Kama Kumar Boman Bhandari also to in annuity for life to be paid to Mrs. Aruna Mehta sister of the said Kama Kumar Boman all charged upon the said allotment as mentioned and directed in the said Award and further it was further determined that the said Award dated the 2nd May 1941 it was further determined that the strip of land measuring two cottages 10 and 13/14 forty square feet and lying between the said premises Nos. 13 and 13/14 Boleham Brass Street and coloured, bounded, limited, demarcated "Common Passage" in the said map or plan "X" annexed to the said Award would be a common passage for both the said (9th page) a said subject to both Boman and Kama Kumar Boman their representatives and assigned be constructed and enjoyed as such in the manner mentioned a d d d cted in the said Award and when the said common passage was accordingly defined out and constructed and the same had on all material things been used and enjoyed by the said subject to both Boman since deceased and his heirs along with the said Kama Kumar Boman together with the existing 16' feet wide common passage mentioned and when for Mr

7

purpose of equalizing the value of the properties as far as possible the said Satyendra Nath Basu was directed to pay Rs. 439718/- as and by way of a voluntary contribution to the said Karal Kumar Basu and which sum was paid as directed for which the said Satyendra Nath Basu and Karal Kumar Basu went to possession of their said respective holdings in Basu and Karal Kumar Basu's house which were subsequently numbered as flats 5 portions of the family dwelling house which were subsequently numbered as flats Nos. 13/10 and 13/11 Batabaram Ghose street respectively and whereas the said Satyendra Nath Basu became the said proprietor of the said flats respectively as well as sufficiently entitled amongst other properties to his said abovesaid portion of the family dwelling house being flats Nos. 13/10 Batabaram Ghose street as an estate of inheritance in fee simple in possession or a-estate as an estate of inheritance in fee simple upon the death intestate of the said Satyendra Nath Basu some time in the month of May 1944 his two sons Bangit Kumar Basu and the vendor Balam Kumar Basu as his legal heirs and representatives under the Dayabhaga school of Hindu law by which he was governed inherited in equal shares all the properties (later page) 10. properties including the said abovesaid portion of the family dwelling house being flats Nos. 13/10 and 13/11 Batabaram Ghose street Calcutta left by the said Satyendra Nath Basu and whereas by an agreement in writing bearing date the 1st day of July 1946 and made between the said Bangit Kumar Basu and the

A Measure 56 of the Law Commission...

and No 5065
for 1962

under the said Babai Kumar in the appointed their cousin The said Kamal Kumar
 as trustee of No. 13/14 Baram Goshwari Street under the said Arbitration to
 make a partition and division of their joint immovable properties including
 the said premises No. 13/16 Baram Goshwari Street with power to make any
 rate matters And whereas the Arbitration the said Kamal Kumar has been appointed
 on the reference and duly made and published his award on the 8th
 September 1947 whereby he allotted to Rangit Kumar a share in lieu of and
 as well for his one equal half part or share of and in the said
 joint immovable properties situated at the said premises set out in on
 Part III of the schedule annexed to the said award and whereas Rangit
 his half share in the said family dwelling house being premises No.
 13/16 formerly a portion of premises Nos. 13 and 13/1 Baram Goshwari Street
 the said Rangit Kumar has been allotted a demarcated portion fully and
 particularly mentioned and described in item 1 of part III of the
 said schedule and shown and delineated in the map as then annexed to
 the said award and enclosed with yellow border therein together with all
 rights in the common passage also shown and delineated in the said map
 Or plan as shown in passage And whereas by the said award the said Arbitration
 Kamal Kumar has been allotted to the vendor Babai Kumar a share in lieu of and as
 and for his one equal half part or share of and in

Form Bilingual Form No. 1405 A 1406

The said joint immovable properties inherited as of record the properties set
 out in part IV of the schedule annexed to the writ Award and whereas
 and for his half share of and in the said family dwelling house being in
 parts No. 10, 11, 12 (formerly a portion of 13 and 14) Bolnagar those stated
 therein he was allotted a demarcated portion thereof fully and particularly
 and described in the schedule and therein and delineated
 and described in the map or plan annexed to the said Award and therein enclosed
 with the order and also being the fully and particularly described and
 to be jointly conveyed together with the full rights of and in the said
 common passage also therein and delineated in the said map or plan as
 common passage. And whereas the said Rajit Kumar Basu has duly executed a
 partition wall between the said demarcated portions of the family dwelling
 house in the manner detailed in the said Award and whereas the said map
 directed to be paid by one party to the other as duly paid as is
 recorded in the said Award and whereas a result of the resolution of letter in
 the name hereinbefore cited and by virtue of the successive partition
 Awards hereinbefore cited and in the units that have happened the
 Rajim Kumar Basu is now absolutely seized and possessed of and otherwise
 and sufficiently entitled away to the properties to the said Kumar Basu
 portion of the family dwelling house and premises No. 13/14 Bolnagar those stated

7

10/11/16
10/11/16

... the parties purchase ...
... said Award ...
... the vendor ...
... the parties ...
... be held ...
... or ...
... to sell ...
... or parcel of land ...
... standing on ...
... from ...
... after ...
... be ...
... for ...
... for all ...
... said Lot No. 2 ...
... owned ...
... that ...
... Rs. 95 ...

10/11/16

10

10/11/16

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

number on or before the execution of the receipt of the receipt whereby the
 vendor both hereby as well as by the receipt hereunder written admit to acknowledge
 and of and from the same and any parts thereof both hereby acquit release and
 for ever discharge the purchase) the vendor as beneficial owner both hereby
 grant conveyance transfer confirm assign and assign unto the purchase All that
 piece or parcel of land containing by advertisement (13th page) 13 advertisement
 9 Kottas 1 distack and 15 square feet All the same a little more or less
 together with the single storied out houses and C. 9. sheds or garages standing
 on a full parcel situated lying at or being the demarcated portion part
 of the premises now numbered 10/10 (formerly the separated part of the premises
 No. 10/10 and also formerly a portion of premises No. 13 and 10/11 Colerain
 Shore street in entirety in the North Division of the town of Colerain and
 within yellow borders in the map or plan annexed here to and marked as
 Lot No. 2 therein and bounded and located on North by the 12 ft wide
 common passage running west to east between Lot 1 and Lot No. 2 of
 premises No. 10/10 said near Shore street more particularly shown and delineated
 in the said map or plan and enclosed within green borders on the East
 partly by municipal ward lines and partly by Section No. 34 shown on the street
 on the south by premises No. 32 and also by Mitter Lane and on the west
 by premises No. 10/11 Colerain Shore street together with the free and full right

Hand No 561-A-1782

Use the said 12 ft wide common passage running west to east along the northern boundary of the said lot 2 and shown and delineated in the said map or plan or drawings otherwise the said mesage ¹¹ lot 2 and lot 3 ditaments and premises or any part thereof now are or is herebefore was or is situated land bounded called known number described or distinguished together with all buildings fixtures yards courts messes sewers drains ways paths passages commons fences walls water courses light rights liberties privileges easements and appurtenances whatsoever to the said lot 2 ditaments and premises belonging or in anywise appertaining to or normally held or enjoyed (14th page) 14 unengaged ¹³ lot 2 or normally held or enjoyed in whole or in part. All the estate right title interest claim and demands whatsoever of the vendor in or upon the said mesage ¹⁵ lot 2 and ¹⁴ ditaments and premises and every part thereof together with all deeds patents and instruments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the vendor or any other person or persons from whom he or they or any of them may derive the same without any action or suit to have and to hold the said ¹⁶ lot 2 and ¹⁵ lot 3 hereditaments and premises and the full and free right to use the said 12 ft common passage hereby granted or expressed to be

SC 7-4 1883-1965 G-13, 200, 19, 20, 21

SREE JAGANNATH CONSTRUCTION
Sri Chandra
 PARTNER

to and to use of the purchase absolutely and forever And the
 vendor doth hereby covenant with the purchaser that notwithstanding or act
 deed or thing by the vendor (or by any of his executors or administrators
 in title) done executed or knowingly suffered to be done by the vendor
 new lawfully right fully and absolutely vested and possessed of ¹⁸ or otherwise with ¹⁸
 and sufficient title to the said mortgage loan or dwelling house to ¹⁸
 hereinafter to be purchased hereby expressed as to be and every part ¹⁸
 thereof for a perfect and indefeasible estate in heritage without any warranty
 of condition use trust or otherwise whatsoever to alter defect in title or
 make void the same And that notwithstanding any such act deed or thing ²¹
 whatsoever as aforesaid the vendor hath now in himself good right full power of ²⁰
 absolute authority to grant and convey the said ¹⁹ loan and hereditaments ¹⁹
 and premises and the full and free right to use the said ¹² ft passage ²⁰
 (15 the page) ¹⁵ passage hereby granted or deposited as to be used to the ²⁰
 use of the purchaser in manner aforesaid And the purchaser shall demand ²⁰
 all the same hereafter peacefully and quietly possess and enjoy the said messuage ²⁰
 & ¹² ft hereditaments and premises with the full and free right to use the said ²⁰
¹² ft passage and receive the rents issues and profits thereof without any lawful
 without 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 for

SREE JAGANNATH CONSTRUCTION

S. S. Chatterjee

PARTNER

Doc No 566
1962

or under any of his ancestors or predecessors in title) And that for a clear and full and absolute discharge and indemnity and kept indemnified against all estates and members created by the vendor (or by any of his ancestors or predecessors in title) or any person or persons lawfully or equitably claiming from under or in trust for him And further that the vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises and fixtures and fixtures^{22, 23} and of that or any part thereof from under or in trust for the vendor shall (as from or under any of his ancestors or predecessors in title) shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly securing the said premises and fixtures and her demises and fixtures for and every part thereof in to and to the use of the purchaser in name¹⁹⁷⁰ as shall or may be reasonably required And the vendor doth hereby (16th¹⁹⁷⁰ page) hereby further covenant with the purchaser that he will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to him or him or his or his assigns or agents or any legal heirs commission or certificate or otherwise as aforesaid shall need be

Sri Ch...

all or any of the deeds and writings comprised in the schedule "A" hereinafter set out for the purpose of showing his title to the land therein mentioned and for the purpose of carrying on or expounding as to how any part thereof had also at the like right and estate delivered or cause to be delivered unto the purchaser such as the said or other copies or extract of or from the said deeds and writings or any of them as he or they may require and will in the meantime understand or defend or defend keep the said deeds and writings safe undisturbed and unaltered. In witness whereof the vendor hath hereunto set and subscribed his hand and seal the day month and year first above written.

Signed sealed and delivered at Calcutta in the presence of -
 Dwijendra Nath Sin solicitor Calcutta
 H. K. Basu solicitor Calcutta
 D. Bose - solicitor Calcutta

Rabim Kumar Basu (my seal)

The (14th page) is the schedule "A"
 (1) The Award dated 6th day of May 1934 with plans by Sir H. H. Sin in between Gtendra Nath Basu and others. (2) The Award dated 2nd day of May 1941 with plans by J. H. Basu between Satyendra Nath Basu and Kamal Kumar Basu. (3) The Award dated 8th September 1947 with plans between Ranjit Kumar Basu and Ann. (4) Land Kur-an Basu.

Rabim Kumar Basu

and No. 5065 for 1962

Registered in

Book No. T

Volume No. 154

pages 1 To 19

being No. 5065

for the year 1962 for

the sealable

sub-register of

Calcutta

of the Bank of

the Registrar of

Assurances Calcutta

25.9.62

Copy of

Record

is being

copied by

Shri

25.9.62

from the within named purchaser the million-mentioned consideration money

or sum of Rupees Ninety-five thousand only as per memo below - Rs. 95,000/-

Memo of consideration

By crossed cheque No. 521868 dated the 19.9.62 on state

Bank of India drawn by Kumar Pitter in favour of sis R. K. Basu

for Rs. 28 per. Reserve Bank of India Note for Rs. 100/- each Rs. 2800/-

small notes 20 per.

Dwijendra Nath sen

Mr K. Basu

D. Bose

Dated this 20th day of September 1962.

Witness from Basu Kumar Basu to Kumar X Miller.

conveyance, P. H. Sen & Co. Solicitors

6 old Post office street Calcutta

Witness Chandu dt. 25.9.62.

16, Ganga Thakurda St. 25.9.62

25.9.62

Copy of

25.9.62

million-mentioned consideration money

for memo below - Rs. 95,000/-

MEMO OF CONSIDERATION

19.9.62 on state

in favour of sis R. K. Basu

- Rs. 2800/-

- Rs. 2800/-

- Rs. 2800/-

Total Rs. 95,000/-

Basu Ninety-five thousand only

Basu Kumar Basu

Witness

26

dt.

25.9.62

25.9.62

25.9.62

25.9.62



True copy
Sub-Registrar of
Assurances Calcutta 25.9.62

CHECKED BY [Signature] 25.9.62

SREE JAGANNATH CONSTRUCTION