

Original Strip of Land - B.K.T. & ors. - 3 cottah 2 chitaks 2000Rs.
 8111 6903



Admissible under Rule 21 of the Stamp Act 1899
 under the Indian Stamp Act 1899
 as also as amended by W. Bengal
 Stamp Amendment Act 1911
 schedule II Part 2 B + 5c
 and also under Section 56 (b) of the
 Government of India Act 1919
 Stamp duty paid under the
 Stamp Act 1899 Rs. 2110-
 Additional duty under S.I. Act Rs. 420-
 Paid in excess Rs. 180-
 Tax Paid or under Total Rs. 2710

[Signature]
 REGISTRAR OF ASSURANCES
 CALCUTTA
 3/5/91

A- 220-
 F- 7-
 2- 55-
 me, 25-
 mg, 4-
 311

THIS INDENTURE made this 3rd day of May
 One Thousand Nine Hundred and Ninety one BETWEEN SHREE
 NIKETAN a Registered Partnership firm having its Office at No.
 113, Park Street, Calcutta-700 016, hereinafter referred to as
 "the VENDOR" (which expression shall unless excluded by or
 therebe something repugnant to the subject or context be deemed

~~3/5/91~~
 3/5/91
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Rs. 50
 120
 170

Rs. 2000/-

to

[Handwritten notes and signatures at the bottom of the page, including '311', '3/5/91', and '170']

20228

L. P. AGARWALLA & CO.
Advocates
18, Old Post Office Street
Calcutta-700001

3073791

Presented for Registration of to
on the 3rd day of May
of the year 1957
by K. Agarwal

K. Agarwal of the fact



20228
500
200
100

SREE NIKETAN
K. Agarwal
Partner.

[Signature]

REGISTRAR OF ASSURANCES
CALCUTTA

3/5/57
minutes is submitted
K. Agarwal as partner
for Sree Niketan of
no. 113 Park Street Cal.

P. Bhattacharya

Sanctioned by
P. Bhattacharya s/o. Balaram
Bhattacharya of no. 16
old Post office st.
Cal. 11. 47

[Signature]

REGISTRAR OF ASSURANCES
CALCUTTA

3/5/57



- 1A -

to mean and include its present partners and each of their respective heirs, executors, administrators and representatives) of the ONE PART A N D (1) SRI BIRENDRA KUMAR TIWARY, (2) SRI KRISHNA KUMAR TIWARY, (3) SRI SURENDRA KUMAR TIWARY and (4) SRI PREM KUMAR TIWARY ~~and~~ (5) SRI DEVENDRA KUMAR TIWARY all son of Late Keshaw Prasad Tiwary by ~~with~~ Hindu by occupation Business of No. 22/1, Hardutt Rai Chameria Road, Howrah hereinafter - collective referred to as "the PURCHASERS" (which expression

shall



- 1B -

shall unless excluded by or therebe something repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators and legal representatives and assigns) of the OTHER PART :

WHEREAS by Registered Deed of Conveyance dated 11.1.1989 registered in Book No. I being No. 61 with the Registrar of Assurance Howrah for the year 1989 the Vendor herein purchased ALL THAT premises No. 20, Dobson Road, Howrah-711 001 more fully and particularly described in the Schedule thereunder written as also in the First Schedule hereunder written free from embumbrances,



- 2 -
- 14 -

encumbrances, charges, liens, mortgages etc. at and for the consideration mentioned therein for the sake of brevity herein-after called "the said Premises".

AND WHEREAS it is declared and recorded that owners of 20, Dobson Road, means and includes the Vendor and all the owners of flats, shops, office complex or Owner's Association.

AND WHEREAS the purchasers are the owners of ALL THAT premises No. 22, Hardatt Rai Chamarla Road, Howrah, which is situated on the Eastern side of premises No. 20, Moulana Abul Kalam Azad Road, Howrah also known as No.20, Dobson Road, Howrah.

AND WHEREAS the purchasers have offered to purchase the strip of land for access to the said premises No. 22, Hardatt Rai Chamarla Road from the Eastern side of Moulana Abul Kalam Azad Road, through the said strip of land measuring 3 Cottahs 2 - Chittaks and the same is delineated ----

delineated in the map or plan annexed hereto and therein shown within 'RED' Borders, hereinafter referred to as the said "strip of land" and morefully set out and described in the Second Schedule hereunder written.

AND WHEREAS the Vendor has agreed to sell the said strip of land formed out of the total area of land comprised in premises no.20, Moulana Abul Kalam Azad Road, Howrah which is running from the Eastern side of Moulana Abul Kalam Azad Road towards East touching the Western rear portion of Premises No.22, Hardatt Rai Chamaria Road, Howrah in te alia on the terms and conditions that the said strip of land shall always be kept open to the sky and no construction will be made on the same by the Purchaser and the Purchaser will not disturb or damage the Cantilever projection on the upper floor of the building being erected on the balance to said of the land comprised with 20, Dobson Road and that the Vendor and other flat/shop room/office space owners of premises no.20, Dobson Road, Howrah shall have the right to use the strip of land hereby sold and conveyed as passage for ingress in and egress out of the premises no.20, Dobson Road, from Dobson Road by foot or by car or vehicle with men and materials but no car or vehicle will be kept parked on the said strip of land and in the case of car or vehicle the passage will be used for ingress in and egress out of the cars or vehicles from the basement of the said premises no.20, Dobson Road.

AND WHEREAS the Purchasers (owners of 22/1, H.R. Chamaria Road, Howrah) shall allow laying pipe lines of water, electric cable and telephone cables under the said strip of land and all the expenses for restoring the passage in good useable condition will be borne and/or paid by the flat/shop/office space owners of 20, Dobson Road, Howrah without any delay.

AND

AND WHEREAS both the purchasers and the owners of 20, Dobson Road, Howrah will not store any material or erect any constructions on the said strip of land under any circumstances whatsoever.

AND WHEREAS the main gate of the said strip of land will be in the possession of the purchaser and the Gatekeeper/Watchman will be appointed by the purchasers and maintenance charges for the passage will have to be borne and paid by the owners of flats, shops and office spaces of 20, Dobson Road, Howrah to the purchasers. However the purchasers may allow the Vendors/owners flats, office spaces and shop rooms of 20, Dobson Road, Howrah to depute their own gate keeper/watchman directly at their own costs charges and expenses with the consent and permission of the purchasers and they shall give instructions to such gatekeeper/watchman so appointed to obey the directions of the purchasers failing which the purchasers will have every right to replace the gatekeeper/watchman and appoint another gatekeeper and/or watchman with instructions to the gatekeeper and the watchman not to obstruct and interfere with the rights of the Vendor and owners of flats, shop room and office spaces of 20, Dobson Road, Calcutta in respect of the said strip of land.

NOW THIS INDENTURE WITNESSETH that in consideration of the agreement arrived at between the parties and in consideration of the payment of the sum of Rs.21,000/- (Rupees twenty one thousand) only by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same doth hereby release relinquish and exonerate and acquit the purchasers as also the said strip of land) if the Vendor doth hereby sell grant transfer assign and assure and convey ALL THAT the strip of land measuring 3 Cottans and 2 ^{Chittaks} out of the total area of the land ^{with several structures and cover} comprised in

premises

premises no.20, Dobson Road, Howrah and that the same is delineated in the map or plan annexed hereunder and thereon shown within 'RED' borders and morefully set out and described in the Second Schedule hereunder written subject to the right of user of the same for ingress in and egress out from the road side namely Dobson Road, Howrah to the said Premises No.20, Dobson Road, Howrah and subject to the condition that the said strip of land shall always be kept open to the sky by the Purchasers and that no construction will be made thereon by the Purchaser and the Purchaser will not disturb or damage the Cantilever projection on the upper floor of the building being erected on the balance to said of the land comprised with 20, Dobson Road. AND THAT the owners of 20, Dobson Road, Howrah shall have the right to use the strip of land hereby sold and conveyed for passage only for ingress in and egress out of the Premises through Dobson Road by foot or by car or vehicle with men and materials but no car or vehicle will be parked on the said strip of land and in the case of car or vehicle the same will be sued for ingress in and egress out of the cars or vehicles from the basement of the said premises no.20, Dobson Road, AND THAT the purchasers namely owners of 22/1, Hardatt Rai Chamaria Road, Howrah shall not obstruct but shall allow laying under the said strip of land pipe lines for water, electric cable and telephone cables and all the expenses for restoring the passage in good useable condition will be borne and/or paid by the owners of 20, Dobson Road, Howrah without any delay. AND THAT both the purchasers and the owners of ~~20~~ 20, Dobson Road, Howrah will have no right to store any material or to erect any constructions on the said strip of land under any circumstances whatsoever AND THAT the main gate will be in the possession of the purchasers of 22/1, Hardatt Rai Chamaria Road, Howrah and gatekeeper/watchman will be appointed by the purchasers and that the

maintenance ,.....

maintenance charges for the passage will have to be borne and paid by the owners of flats, shop room and office space of 20, Dobson Road Howrah to the Purchasers. However the purchasers may allow the said owners of 20, Dobson Road, Howrah to depute their own gate keeper/watchman directly at their own costs with the consent permission of the purchasers and shall give instructions to such gatekeeper/watchman so appointed to obey the directions of the purchasers failing which the purchasers will have every right to replace the said gatekeeper/watchman and appoint another gatekeeper and/or watchman with due instructions to the gatekeeper and the watchman not to obstruct and interfere with the rights of the owners of 20, Dobson Road, Calcutta in respect of the said strip of land, AND THAT it is declared that the ownership of the said strip of land shall always belong and remain with the purchasers herein AND THAT the purchasers will keep the said strip of land in good repair and conditions and/or purchasers further covenants and agree that they will not at any time raise any constructions on the said strip of land nor will raise any structures on the same and the same will be kept open to the sky for all times to come and that the said strip of land will not be set out, or shall use the same in common with any original building owner leased out transferred or sold by the purchaser to anybody whomsoever TOGETHER WITH all yards court/yards areas sewers drains water water-courses lights rights liberties easements privileges appendages and appurtenance whatsoever to the said premises belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied enjoyed or reputed to or appurtenant thereto TOGETHER WITH all estates rights title claim and demand whatsoever in or upon the said premises or any and every part thereof AND all deeds pattahs muniments writings and evidences of title exclusively relating thereto which now are or is or hereafter may be in the custody possession or power of the Vendor or any person or persons from whom she can or may

procure the same without any action or suit either at law or in equity TO HAVE AND TO HOLD the said premises hereby sold granted transferred conveyed assigned and assured or expressed and intended so to be unto and to the use of the Purchasers absolutely and for ever AND the Vendor covenant with the Purchaser THAT NOTWITHSTANDING any act deed or thing by the Vendor done or knowingly suffered to the contrary the Vendor has an indefeasible and absolute title as and for an estate equivalent to an estate equivalent to and estate in fee simple in possession free from all encumbrances but subject to the ~~expenses~~ existing tenants in occupation of the said premises hereby sold conveyed transferred and assigned or expressed or intended to be and the Vendor hath good right and full power to sell transfer and convey the same unto and to the use of the purchaser in manner aforesaid AND the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand by and person or persons lawfully or equitably claiming from or through the Vendor or in trust for the Vendor or any or their predecessors-in-title AND THAT free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons lawfully and equitably claiming any estate or interest whatsoever in the said premises or any part thereof under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and 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 unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND FURTHER THAT

the

the Vendor hereby agrees to keep indemnified and harmless the Purchasers its successors and assigns against all claims and demands made actions or proceedings commenced by any person claiming adversely to the Vendor in respect of its share in the said premises and against all costs charges and expenses incurred by the Purchasers its successors and assigns in defending any such claims action or proceedings AND THAT it is hereby expressly agreed that all Municipal rates and taxes and outgoings will be paid by the Vendor in respect of the said strip of land upto the date of these ~~xx~~ presents.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT land containing by admeasurement an area of one Bigha Two Chittacks be the same a little more or less but as per Howrah Municipal Corporation Assessment Records one Bigha Nine Cottahs and 15 Square feet TOGETHER WITH brick built Buildings, shops and CI Structures standing thereon formerly known as Premises No. 20, Dobson Road, Howrah now known and numbered as No. 20, - Moulana Abul Kalam Azad Road, Howrah and butted and bounded in the manner following, that is to say :

On the North : By 21, Moulana Abul Kalam Azad Road.
 On the South : By Hardutt Rai Chamarla Road.
 On the East : Partly by 22, Hardutt Rai Chamarla Road, and partly by 6, Harduttrai Chamarla Road.
 On the West : By Moulana Abul Kalam Azad Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the 16' wide ^{Covered} strip of land measuring 3 Cottahs 2 Chittaks being part of premises 'No. 20, Dobson Road now known as 20, Moulana Abul Kalam Azad Road leading from Dobson Road to No. 22, Hardutt Rai Chamarla Road Howrah ^{with several structures} and delineated and shown within 'RED' border on the map or plan annexed hereto P.S. Golabari, Registry and Sub-Registry Office, Howrah.

IN

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

SIGNED AND DELIVERED by the VENDOR at Calcutta in the

presence of :

Santosh Kumar Choudhary
S/o Late Sumnand Mull Choudhary
50/1 Sri Aravindo Road
Sal Kie Howrah

For SREE NIKETAN

Ky arwal
Partner.
(Kamlesh Agarwal)

(Suresh Kumar Tiwari)

RECEIVED of and from the withinnamed Purchasers the withinmentioned sum of Rupees twenty one thousand only towards the payment of consideration, ^{paid by cheque} ~~as per memo below~~ :

Rs. 21,000/-

~~MEMO OF CONSIDERATION~~

Rupees twenty one thousand only

Witness:
Santosh Kumar Choudhary

For SREE NIKETAN
Ky arwal
Partner.

Book No
Volume No 101
Page No 449 to 464
Being No 6963
For the year 1991

30/8
✓
see

DATED THIS 3rd DAY OF May 1991

B e t w e e n :

SHREE NIKETAN

A n d

SRI BIRENDRA KUMAR TIWARY & ORS.

2 copy



REGISTRAR OF ASSURANCES
CALCUTTA

28/1/92

No - 1

C O N V E Y A N C E

Ni - 2 ✓
Bi - 2 ✓
Ki - 2 ✓
Su - 2 ✓
Pe - 2 ✓
De - 2 ✓



16/5/91

REGISTRAR OF ASSURANCES
CALCUTTA

L.P. Agarwalla & Co.
Advocates,
1B, Old Post Office Street,
Calcutta - 700 001.