3/27 I 3393 150 Rs.

INDIA NON JUDICIAL

१५० रु. Rs 150

भारत

एक सौ पचास रुपया ONE HUNDRED & FIFTY RUPEES

Admissible under Sec. ... may stamped under Indian Stamp Act 1899 as amended by Act IX of 1922 and section 32 (1) of Calcutta Im... Act 1911 Schedule I. A. No. 23 Rs.

Stamp Duty paid under the Indian Stamp Act as amended by Act XI of 1922 ..... 189.00

Additional Duty paid under the Calcutta Improvement Act..... 151.00

Paid in excess..... Nil

Total..... 340.00

Fees paid
A 49.50
N 2.50
52.00

5.5.63
Sub-Registrar of Alipore,
Dist. 24 PARGANAS

7551

A 49.50
N 2.50
52.00

189.00
151.00
340.00

THIS INDENTURE made this the 5th day of May One thousand Nine hundred and Sixty Four BETWEEN DIPAK KUMAR CHOUDHURY Son of Tejendra Nath Choudhury deceased by caste Hindu Kayastha by occupation landholder residing at 27B, Indra Biswas Road Calcutta 27 P.S.Cossipore District 24-Parganas hereinafter called the VENDOR (which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns of the ONE PART A-N-D MRS. MIRA MUKHERJEE wife of Sri - -

No. 1064

Sold to P. Banerjee

for Dilipkumar Ghosh

Calcutta Collectorate.

Treasury

The 11/5/1964

11/5/64.

Dipak Kumar Chowdhury.

Presented for registration and admitted on the 11/30 5th day of May 1964 at the office of the Sub-Registrar Alipore Sadar by Dipak Kumar Chowdhury Executant or claimant or attorney for ..... under a Power of attorney No ..... authenticated by the Sub-Registrar as

Sub-Registrar of Alipore
Dist. 24 PARGANAS

Dipak Kumar Chowdhury Executants G. Thos

by Dipak Kumar Chowdhury
Son / wife of Late Jitendra Nath Chowdhury
of 27B, Indra Biswas Road
District Calcutta 37
by caste Hindu by profession Service.

Dipak Kumar Chowdhury.

4399

Sudhir Kumar Chowdhury

6

Identified

by Sandhio Kumar Chowdhury
Son / wife of Late Jitendra Nath Chowdhury
of 6 Haktola Road
District Cal: 47
by caste Hindu by profession Trade

Rs. 7050:95 nP. consideration Rs Seven thousand fifty + nP. five only.
is paid in my presence
by P. Banerjee Advocate on behalf of the purchaser to Dipak Kumar Chowdhury.

Sub-Registrar of Alipore
Dist. 24 PARGANAS

150 Rs.

INDIA NON JUDICIAL

१५० रु.

Rs 150

भारत

एक सौ पचास रुपया ONE HUNDRED & FIFTY RUPEES

Sri Kanti Nath Mukherjee by caste Hindu Brahmin by occupation House-wife residing at 15C, Canal Street, P.S.Entally, -- Calcutta- 14 in the District of 24-Parganas hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context include her heirs executors administrators representatives and assigns) of the OTHER PART:

W H E R E A S by a registered deed of Exchange bearing date the 16th day of August 1952 executed by and between Kaji Abdul Malek and others of the One Part and Sri Bhudhar Chandra Choudhury and others including the Vendor of the Other Part registered at the Office of the Registrar of Assurance at Calcutta in Book No.1 Volume No.31 at pages 135 to 199 Being No.694 for the year 1953 the said Kaji Abdul Malek and others exchanged all their immoveable properties owned and possessed by them till then including the lands

No. 1064

Sold to P. Banerjee

of Alipore Judge Court

Calcutta Collectorate.

Treasury.

The 1/5/1964

1/5/64

Relied upon

1c

Sub-Registrar of Alipore
Dist. 24 PARGANAS

40Rs.

चालीस रुपया

४०रु.

भारत

INDIA

FORTY RUPEES

40Rs.

lands specifically described in the Schedule "A" and "B" hereunder-written and lying and situate at Mouzas Naktola and others in the District of 24-Parganas in West Bengal in the Union of India with those immoveable properties owned and -- possessed by the latter Viz., Bhudhar Chandra Choudhury and others including the Vendor lying and situate in the District of Khulna in East Pakistan AND WHEREAS the delivery of -- possession of the said exchanged properties was made to and by the each other i.e. the said former and later parties -- simultaneously: AND WHEREAS the said Bhudhar Chandra Choudhury and others including the Vendor became absolutely seised and possessed of or otherwise well and sufficiently entitled to the same since then AND WHEREAS by a Bengali Deed of Partition bearing date the 18th day of April, 1956 and executed and registered at the Sadar Sub-Registrar's Office at Alipore in Book No.1 Volume No.65 at page 119 to 134 Being No.3465 for the year 1956 by the aforesaid Bhudhar Chandra Choudhury and others including the Vendor they amicably partitioned the

said - - -

No. 1064

Sold to P. Banerjee

of Alipore Judges Court

Calcutta Collectorate.

Treasury.

Date 1/5/64

Treasurer

1/5/64.

Sub-Registrar of Alipore.
Dist. 24 PARGANAS

said Exchanged immoveable properties lying and situate at Mouja Naktola and others owned and possessed by them jointly in ejmali till then by metes and bounds and simultaneously took possession of the lands allotted to them respectively AND WHEREAS the said lands at Naktala including the land specifically described in the Schedule 'A' and 'B' hereunder fell jointly to the allotted joint share of Bhudhar Chandra Choudhury son of late Surendra Nath Choudhury Dilip Kumar Choudhury Ashoke Kumar Choudhury Dipak Kumar Choudhury sons of late Tejendra Nath Chowdhury and Srimati Santirani Chowdhury widow of late Tejendra Nath Choudhury who all became jointly seised and possessed of or otherwise well and sufficiently entitled to their said lands jointly allotted to them -- AND WHEREAS the said Bhudhar Chandra Choudhury and the Vendor and his other co-sharers for the sake of their convenience wanted to have an amicable partition of their said allotted properties through Court AND WHEREAS the said Bhudhar Chandra Choudhury as plaintiff instituted a Partition Suit being Title Suit No.105 of 1960 of the Third Subordinate Judge at Alipore against the Vendor and his otherco-sharers as named hereinbefore as defendants for the partition of the said jointly allotted lands by metes and bounds AND WHEREAS a preliminary decree was passed in the said Suit on compromise between the said Parties by the said Court on 18th February, 1961 declaring the shares of each of the above-mentioned Party namely Bhudhar Chandra Choudhury having $\frac{1}{3}$rd share and Dilip Kumar Choudhury Dipak Kumar Choudhury Asoke Kumar Choudhury and Sm.Santirani Choudhury the defendant Nos.1, 2, 3 and 4 having $\frac{1}{6}$th share each separately AND WHEREAS in terms of the said preliminary decree the said parties including the Vendor amicably --

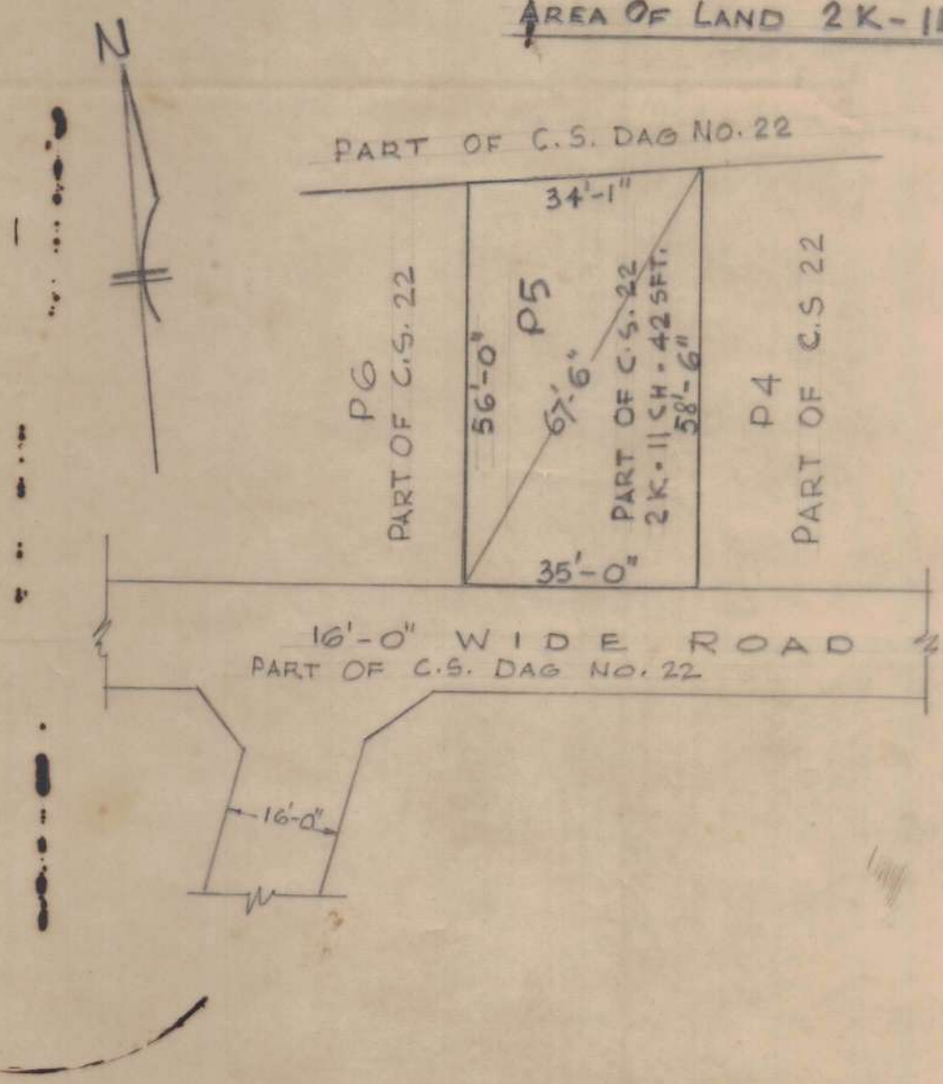
amicably partitioned the said suit properties including the lands specifically described in the Schedule 'A' and 'B' below and then on the basis of the same filed a Solenama on the 25th June 1961: AND WHEREAS the said Court passed a final decree in the said Suit in terms of the said Solenama with a map or plan showing the allotted portion of each of the said Parties in different lots Viz.Lots A, B, C, D, E, and formed -- part of the final decree aforesaid on the 15th day of July 1961:AND WHEREAS immediately after the passing of the said Final Decree each of the Parties amicably took possession of their respective allotted lands as allowed to each of them by the Final decree: AND WHEREAS the Rayati Sthitiban land measuring 1 Bigha 17 cottahs 8 chittaks in area comprising in and out of Cadestral Survey Plot No.22 of C.S.Khatian No.38 of Mouza Naktala P.S.Tollygunge under District 24-Parganas described in Lot 'E' of the said Final decree as delineated in the map or plan and bordered therein in vermilion colour attached to the said Solenama forming part of the present Calcutta -- Municipal premises No.6/2, Naktala Road, Calcutta fell to the share of the Vendor in his 1/6th share absolutely: AND WHEREAS the Vendor being the absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property comprised in the said Lot 'E' as described in the Schedule 'A' hereunder-written free from all encumbrances: AND WHEREAS the Vendor for the purpose of selling out the said property prepared a Scheme Plan by dividing all the said properties described in the Schedule 'A' hereunder-written along with his other co-sharers' adjoining lands into small and distinct building sites or plots and numbered them serially as 1,2,3,4, etc. - - -

etc. for identification on the said Scheme Plan provided with 16' (sixteen) feet common passage all through upto the main Naktola Road: AND WHEREAS the Vendor is now absolutely seised and possessed of or otherwise well and sufficiently entitled to the said Plot No. 5 out of the said C.S.Plot No.22 forming part of 6/2, Naktola Road of the said Scheme free from all encumbrances: AND WHEREAS the Vendor has contracted with the Purchaser on the 13.10.63 for the absolute sale of the piece or parcel of Raiyati Sthitiban land being Plot No.5 measuring 2 cottahs 11 chittaks and 42 square feet free from all encumbrances comprised in and forming part of the C.S.Plot No.22 of C.S.Khatian No.33 of Mouza Naktola at present included in and forming part of the Calcutta Municipal premises No.6/2, Naktala Road, P.S.Tollygunge Sadar District 24-Parganas at a total price of Rs.7551=05 nP.(Rupees seven thousand five hundred fifty one and five naiya paise only) AND WHEREAS the said Purchaser paid to the said Vendor a sum of Rs.501/- (Rupees five hundred and one) only as earnest money on 13.10.1963: -- AND WHEREAS the Vendor in accordance with the said Agreement agreed to sell to the said Purchaser free from all encumbrances 2 cottahs 11 chittaks and 42 square feet of land which is numbered as Plot No.5 of the said Scheme plan formed out of C.S.Plot No.22 of Mouza Naktola at present forming part of Municipal Premises No.6/2, Naktola Road, P.S.Tollygunge Sadar TOGETHER WITH 16 (sixteen) fee common passage abutting the land as fully described in the Schedule 'B' hereunder and delineated in the map or plan annexed hereto or for the price of Rs.7551.05 (Rupees seven thousand five hundred fifty one and five naiya paise only):

NOW..

PLAN OF PLOT NO. 5
PART OF C. S. DAG NO. 22, MOUZA - NAKTALA
P.S. TOLLYGUNGE (SADAR) 24 - PARAGANAS
SCALE :- 25'-0" = 1" INCH

AREA OF LAND 2K - 11CH - 42SFT.



DRAWN BY :-
SACHINDRA MOHAN BANERJEA,
43, DESHPRAN SASMAL RD.
CAL - 33

NOW THIS INDENTURE W I T N E S S E T H that pursuant to the said agreement and in consideration of the sum of Rs.7551.05 nP. (Rupees seven thousand five hundred fifty one and five naiya paise) only of lawful money of the Union of India in hand well and truly paid by the Purchaser as detailed in the Memo of Consideration at or before the Execution of these presents (the receipt whereof the said Vendo doth hereby as well as by the receipt hereunder-written admit and acknowledge and of and from the same and every part thereof hereby acquit release and for ever discharge the Purchaser as well the land aforesaid) the Vendor doth hereby grant convey sell transfer and assign free from all encumbrances unto the said Purchaser all that piece or parcel of land hereditaments and premises forming plot No.5 of the said Scheme plan hereinbefore mentioned containing by measurement two cottahs 11 chittaks 42 square feet of land situate lying at and being a demarcated portion of the property described in the Schedule "A" hereunder and more fully described in the Schedule 'B' hereunder_written and delineated in the map or plan annexed hereto and thereon bounded by red lines OR HOWSOEVER OTHERWISE the said land hereditaments and premises now are or is or heretobefore were or was situated butted bounded called known -- numbered described or distinguished TOGETHER WITH ALL rights of way and all other rights including rights of easement and the right of user of pucca surface drains or under-ground drains to be laid by the Corporation of Calcutta in future in or over the Sixteen feet wide common passage leading from the Naktola Road to the Plot of land being Plot No.5 of the -- Scheme plan hereby sold and the right of sewers drains water pipes - - -

pipes and any other pipes to be laid and Electric connections and any other connections to be made on over under and through the said common passage on condition that the damages to be done or made on the said common passages in course of laying out the said pipes and effecting and making the said connections etc. will be set right or repaired by the Purchaser at her own cost and also all erections fixtures court courtyards sewers drains water water course ways paths passages common fences lights rights liberties easements privileges and advantages and appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining to or with the same or any part thereof AND all the estate right title and interest claim and demand whatsoever of the Vendor in and upon the said plot No.5 AND TOGETHER WITH the right to pass and repass with or without vehicles over and along the 16 feet common passage on the South and other common passage of the said Scheme plan AND TOGETHER WITH the right to discharge water through the under-ground and pucca surface drain along side the said roads TO HAVE AND TO HOLD the said land hereditaments and premises TOGETHER WITH the right and privileges appurtenant thereto as aforesaid to the said Purchaser absolutely and for ever AND the Vendor doth hereby covenant with the said Purchaser and notwithstanding any act deed matter or thing whatsoever by the said Vendor done -- committed or knowingly suffered to the contrary he the Vendor now hath in himself good right full power and absolute authority to grant transfer and convey the said land hereditaments and premises free from all encumbrances hereby granted transferred and conveyed or expressed or intended so to be to the

said - - -

said Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly entered upon possess and enjoy the said land hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the said Vendor or any person lawfully or equitably -- claiming under or in trust for him AND that free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and -- against all manner of claims charges liens debts attachments liens lispendense and encumbrances whatsoever created made done occasioned or suffered to the Vendor or any person or persons claiming as aforesaid AND FURTHER that the said Vendor and all person or persons having lawfully or equitably claiming any estate interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said Vendor shall and will from time to time and at all times hereafter at the request and cost of the said Purchaser do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises hereby sold and every part thereof to the said Purchaser as shall or may be reasonably required AND the Vendor doth -- hereby further covenant with the Purchaser that the Vendor although is not in a position to make over to the Purchaser the documents which are lying with him and set out in Schedule 'C' hereto relating to the title of the said land hereby sold on account of the same being concerned with other properties belonging to him the Vendor and his co-sharers he the Vendor

shall--

shall unless prevented by fire or any other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce unto her or her Attorney or agent or at trial hearing.Commission examination or otherwise as occasion shall require all and/or any of the deeds and writings set out in Schedule 'C' hereunder-written which the Vendor now keeps with him for -- proving title of the Purchaser to and in the said Plot of land and premises hereby sold and also at the like request and cost of the Purchaser deliver or cause- to be delivered unto her or her agents such attested or other copies of or extracts or abstracts from the said deeds and writings as she shall from time to time require and shall in the meantime keep the said deeds and writings unobliterated and uncancelled: BE IT STATED HERE that the possession of the land described fully in Schedule 'B' below and sold hereby is delivered in Khas to the Purchaser to-day free from all encumbrances whatsoever.

SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT piece or parcel of Raiyat Sthitiban land hereditaments and premises measuring .91 decimal in C.S.Plot No.22 (Twenty Two) C.S.Khatian No.38(Thirty eight) Mouza Naktola J.L.No.32 P.S.Tollygunge Sadar Sub-Registry Office at Alipore District 24-Parganas which land according to the local measurement contains an area of 2 bighas 12 cottahs and 1 chittak more or less by estimation out of which land described above 1 Bigha 17 cottahs 8 chittaks are owned and possessed by the Vendor absolutely according to the Final decree passed in Title Suit

No--

No.105 of 1960 aforesaid dated 15th July 1961 and which have been described in the map or plan annexed hereto and which are comprised and included in Municipal premises No.6/2, Naktola Road, The Zeminders are Sri Provas Chandra Mondal and others of Bowali, Sri Hirendra Lal Sarkar of Asoke Park, Tollygunge, Sri Satindra Nath Kolya of 36/8/H,Hatibagan Road, Entally and Messrs.Ballygunge States Limited of 220 A, Rash Behari Avenue, Ballygunge to whom annual rent payable by the Vendor is -- Rs.4.16 nP.

THE SCHEDULE 'B' ABOVE REFERRED TO.

ALL THAT piece or parcel of Raiyat Sthitiban land containing by measurement 2(two) cottahs 11 (eleven) chittaks and 42(forty-two) square feet situate and lying at and comprised in C.S.Plot No.22 of C.S.Khatian No.38 of Mouza Naktola P.S. Tollygunge Sadar District 24-Parganas J.L.No.32 as hereinbefore mentioned in the Schedule "A" above and forming part of the properties described in the Schedule "A" above and being Plot No.5 (five) of the Scheme plan in respect thereof prepared by the Vendor and at present comprised in Municipal premises No. 6/2, Naktola Road hereinbefore mentioned and which Plot No.5 has been fully and particularly delineated and shown in the said map or plan hereto annexed and bordered and enclosed in Red lines therein TOGETHER WITH 16' feet common passage on the South and all appurtenances and rights of easement and all other rights belonging and appertaining thereto and butted and bounded as follows :-

On--

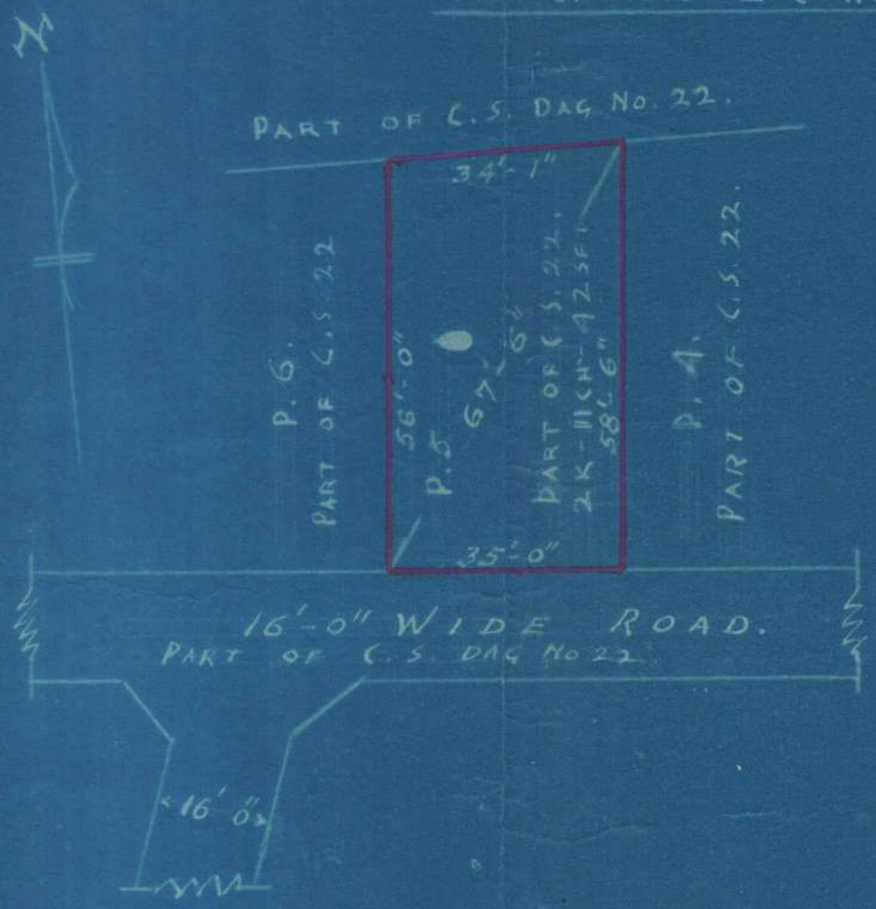
PLAN OF PLOT NO. 5.

PART OF C. S. DAG NO. 22, MOUZA - NAKTALA.

P. S. TOLLYGUNGE (SADAR) 24- PARGANAS.

SCALE :- 25'-0" = 1" INCH.

AREA OF LAND 2K - 11CH - 42 SFT.



Basanta K. Rakshit
50/C Rusa Road
Cal 33

Dipak Kumar Banerjee

DRAWN BY :-
SACHINDRA MOHAN BANERJEA,
43, DESHPRAN SASMAL ROAD,
CALCUTTA - 33.

Sub-Registrar of Alipore
Dist. 24 PARGANAS

On the North -- By Part of C.S.Dag No.22,

On the East - By Plot No.4 of the said Scheme Plan,

On the South - By common passage of the Vendor's Scheme Plan,

On the West - By Plot No.6 of the said Scheme Plan sold.

Proportionate annual rent for the land hereby sold being Rs.0.33 nP.(Thirty three Naiya paise) is payable to the Zeminders as set out in Schedule 'A' above.

THE SCHEDULE 'C' ABOVE REFERRED TO .

List of documents

1. Certified copy of deed of Exchange between Kazi Abdul Malek and others and Bhudhar Chandra Choudhury & others dated 16.8.52 registered in Book No.1 Volume No.31 Pages 135 to 199 Being No.694 for 1953 at Calcutta Registry Office.

2. Do..Deed of Partition between Bhudhar Chandra Choudhury and others and Anil Kumar Choudhury and others dated 18.4.56 registered at Alipore S.R.Office Sadar in Book No.1 Volume No. 65 Pages 119 to 134 Being No.3465 for 1956.

3. Do... of the Final decree in Title Suit No.105 of 1960 3rd Sub-Judge,Alipore,dated 15.7.1961.

4. Records-of-rights of Khatian No.38 of the said Mouza Naktola published by the District Settlement.

5. Rent Dakhilas granted by the landlords.

6. Municipal tax bills showing the payment of taxes of the Calcutta Municipal premises No.6/2, Naktola Road in and within which the Plot of land hereby sold as particularised above is comprised and included .

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand the day month and year first above-written.

Dipak Kumar Chowdhury

SIGNED AND DELIVERED

IN THE PRESENCE OF :

1. Basanta K. Rakshit
50/C Russa Road
Cal 33

2. Purnendu Banerjee
Advocate
10 B. Bhim Road.
Calcutta-20.

3. Pancharan Bhattacharjee
Retired Judge Court

MEMO - - - - -

MEMO OF CONSIDERATION.

RECEIVED of and from the within-named Purchaser the sum of Rs.7551.05 (Rupees Seven thousand five hundred fifty one and five naiya paise) only in full payment of the consideration money as follows : Rs.7551.05 n

By Earnest money on ~~9.6.63~~ 13.10.63.....Rs.501/-

By 70 pieces Reserve Bank of India Notes of the Value of Rs.100 each.....Rs.7000/-

Small Notes.....Rs. 50/-

Small coins..... .05 nP.

Rs.7551.05 nP

Rupees Seven thousand five hundred fifty one and 05 nP.only.

WITNESSES.

1. Basanta K. Rakshit
50/e Russa Road
Cal 33

2 Parimal Banerji.
Advocate.

3 Pancharan Bhattacharya
Alipore Judge Court

Dipak Kumar Chowdhury.

Typed by me.

Typist, Judges Court,
Alipore.

Dated this the..5th...day of May. 196

BETWEEN

DIPAK KUMAR CHOUDHURY

--Vendor

AND

MRS.MIRA MUKHERJEE

=- Purchaser.

INDENTURE

Re: Mouza Naktola P.S.
Tollygunge,Calcutta.
Dist.24-Parganas.

Sub-Registrar of Alipore
Dist. 24 PARGANAS

Sub-Registrar of Alipore
Dist. 24 PARGANAS