

5470



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No. - 2374

A-1914

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1921

Dist. Sub-Registrar
 Coosipore, Dum Dum,
 24-Parganas (North)

16 OCT 1998

V. K. E. D
 A
 11.10.98

THIS INDENTURE of Sale is made this 16th day of

October in this year one Thousand Nine Hundred Nin

eight BETWEEN SRI RAI BISWENDRA NATH CHAUDHURY son of

Late Rai Dhirendra Nath Chaudhury by faith Hindu by

occupation business residing at 3, Rai Mathura Nath

Chaudhury street, P.S. Borenagar, Calcutta-700 036

aged about 58 years A N D

SMT. GOWRI BASU wife of Sri Arobindo Basu aged about

49 years by faith Hindu by occupation Housewife residing

at 2, Neogi Chet Street, Calcutta-700 004 hereinafter

referred to as VENDORS (which expression shall unless

excluded by contrary repugnant to the context be deemed to

mean and include their heirs, executors, administrators,

representatives and assigns) of the ONE PART

A. N. D.

Rai Biswendra Nath Chaudhury
Smt. Gowri Basu

Dist. Sub-Registrar
 Coosipore, Dum Dum,
 24-Parganas (North)

20039
Sri Mrs. Anjali Sinha Pass
4/13, Northern Avenue
Calcutta - 3

7191 98



10 5000 Presented for Registration of...
20 3000 A.M. 16th ... day
30 500 of Oct 1988 ... Coimbatore
10 2000 Dum Dum, Addl. Dist. ... Registry
20 500 ... Biswandra Nath Choudhury
10 500 ... the Executor/Claimant.
10 8760

ADDL Dist. Sub-Registrar
Coimbatore, Dum Dum,
24 Parganas (North)

6 OCT 1998
ADDL Dist. Sub-Registrar
Coimbatore, Dum Dum,
(North)

Sri Biswandra Nath Choudhury
8238

1) Biswandra Nath Choudhury
S/o, W/o, D/o ...
of ...
P. S. ...
by Caste - Hindu / Muslim ...
by profession - Service/Business/H/Wife

2) Gouri Basu
Mo. Probindo Basu
72 No. G. G. ...
at ...
off ...

Sri Biswandra Nath Choudhury
8239

Gouri Basu
Testified by me
Sunder Kumar
A. S.

Sri Biswandra Nath Choudhury
S/o, W/o, D/o ...
of ...
P. S. ...
by Caste - Hindu / Muslim ...
by profession - Service/Business/H/Wife

ADDL Dist. Sub-Registrar
Coimbatore, Dum Dum,
24 Parganas (North)
16 OCT 1998



2/

DR. (MRS.) ANJALI SINHA wife of Dr. Projes Kumar Sinha
 by faith Hindu by occupation service aged about 45 years
 residing at 4/1B, Northern Avenue, Calcutta-700 037 and
 DR. PRAJESH KUMAR SINHA son of late Jogesh Chandra Sinha
 by faith Hindu by occupation service aged about 50 years
 residing at 4/1B, Northern Avenue, Calcutta-700 037
 referred to as PURCHASERS (which expression shall unless
 excluded by or repugnant to the context be deemed to
 mean and include their heirs, executors, administrators,
 representatives and assigns of the OTHER PART.

WHEREAS in the final decree of partition Suit by
 The Hon'ble Learned 3rd Court of the Sub-ordinate Judge
 of Alipore Court in the Title Suit No.212 of 1923 decreed

Contd. ... 3/

20039

Dr. Mrs. Anjali Sinha & ass.

4/10, Northern Avenue
Cvt 37

7191 98

10	5000
20	3000
14	500
20	200
10	50
10	10
<hr/>	
	8760



Dist. Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998



3/

on 8.10.1928 Rai Dharendra Nath Chaudhury since deceased became the sole owner of the premises No.3, Rai Mathura Nath Chaudhury Street, Calcutta-700 036.

AND WHEREAS the said Rai Dharendra Nath Chaudhury also died intestate, in the year 1944 leaving him surviving his only son Rai Biswendra Nath Chaudhury and his only wife Smt. Kamala Bela Chaudhureni who inherited inter-alia the said property at 3, Rai Mathura Nath Chaudhury Street, Calcutta-700-036.

AND WHEREAS the said Kamala Bela Chaudhureni died intestate on 2.5.72 leaving her surviving her only son Rai Biswendra Nath Chaudhury and her only daughter Smt. Gauri Basu as the legal heirs.

Contd. ... 4/

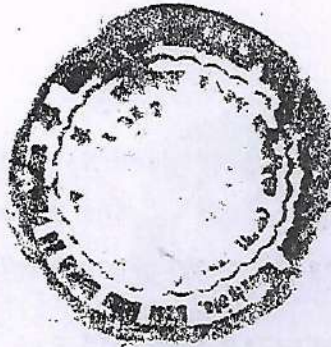
20039

82 Mrs. Anjali Sinha & ors.

4110, Northern Avenue
Cat - 37

7191 98

10	5000
20	3000
10	500
20	200
10	50
10	100
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	8760



Dist. Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998



4/

AND WHEREAS in the premises aforesaid 3, Rai Mathura Nath Chaudhury Street, Calcutta-700 036 the said Sri Biswendra Nath Chaudhury became entitled to undivided $\frac{3}{4}$, share in the said property and Smt. Gauri Basu became entitled to an undivided $\frac{1}{4}$ th share in the said property.

A N D WHEREAS the sellers have got by right in inheritance in the premises No.3, Rai Mathura Nath Chaudhury Street, P.S. Baranagore, Calcutta-700 036, as fully described in schedule hereunder they are the sole and absolute owners of the aforesaid property with absolute possession of the property free from all encumbrances.

Contd. ... 5/

20039

Dr. Mrs. Anjali Sinha et al -
4/18, Northern Avenue

Cal-37

7/21/98

10	5000
20	3000
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	8760



1001-DIST. Sub. Registrar
Cossipora, Dum Dum,
RA-Parganas (North)

16 OCT 1998



5/

AND WHEREAS the vendors being in need of cash money for meeting their various legal and medical necessities declared for absolute sale of a piece and parcel of Bestu Land measuring about 1 cottahs 12 chhitacks 0 Sq.ft. be same or little more or less together with a brick wall and old dilapidated structure thereon consisting of 4 rooms without ^{well} W.C. and bath free from all encumbrances and attachments and purchasers herein also agreed to purchase the said land with structure hereditaments tenements and premises at a price or consideration of Rs.1,75,000.00 (Rupees one lakh ^{seventy five} / thousand only) on as is where is basis and vendors considering the said

Contd. ... 6/

20039
Dr. Mrs. Anjali Sinha & ors.
4/1B, Northend Avenue

cu-37

7/9/98

10	5000
30	3000
10	500
20	200
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10	10
<hr/>	
	8760



Registrar
Dum Dum,
24-Parganas (North)

16 OCT 1998

100Rs.



market
 said land
 purchaser herein
 basis.

in pursuance of
 of the sum of
 (one thousand) only well
 in vendors on or
 those presents and
 money of the said land
 the receipt of which

dated ... 7/



6/

price being the highest according to present market rate so far received also agreed to sell the said land messuages tenements and premises to the purchaser herein at the said consideration on as is where is basis.

NOW THIS INDEMTURE WITNESSETH that in pursuance of the said agreement and the consideration of the sum of Rs.1,75,000/- (Rupees one lakh / ^{seventyfive} thousand) only well and truly paid by the purchases rate in vendors on or immediately before the execution of those presents and that being the full consideration money of the said land messuages, tenements and premises the receipt of which

Contd. ... 7/

20039

Dr. Mrs. Anjali Sirkhadass
4/B, Northern Avenue

Original Collection, Treasury

CA-37

7/9/98

1c	5000
3c	3000
1c	500
2c	200
1c	50
1c	10
	<hr/>
	8760



Addl. Dtr. Sub. Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998



7/

the vendors doth hereby admit and acknowledge as Memo of consideration hereunder within and of and free the payment of the same and every part thereof the vendors doth hereby acquit release and for ever discharge the said purchasers as well as the said land with our old structure on as is where is basis hereby sold the vendors doth hereby grant, transfer, convey sell, assure and assign units the purchase all that piece and parcel of Bastu land measuring about 1 cottah 12 chritacks more or less and specifically described with schedule hereunder written.

Contd. ... 8/

20039

25-10-98 - Anjali Sinha & Co
4/B, Northern Avenue

Cal-37

Calcutta Collectorate,
Treasury

Date 7.1.91 10.98

Signature

1c	5000
3c	3000
1c	500
2c	200
1c	50
1c	10
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	8760



Addl. Dist. Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998



8/

AND WHEREAS the vendors agree to sell part of the North portion of premises No.3, Rai Mathura Nath Chaudbary Street, P.S. Baranagore, Calcutta-700 036 along with the common passage as shown in the attached map with red border comprising of 1 cottah 12 chhitacks of land along with a dilapidated building at a price of Rs.1,75,000/- (Rupees one lakh seventy five thousand) only on as is where is basis which is also agreed by the purchasers.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of the sum of Rs.1,75,000/- (Rupees one lakh seventy five thousand only) truly paid by the said purchasers to the said vendors on or before the execution of those presents the receipt whereof the vendors shall admit and acknowledge and

Contd. ... 9/

20039

Sold to: Mr. Mrs. Anjali Sinha & ors.

at: 4/B, Northern Avenue

Cal-37

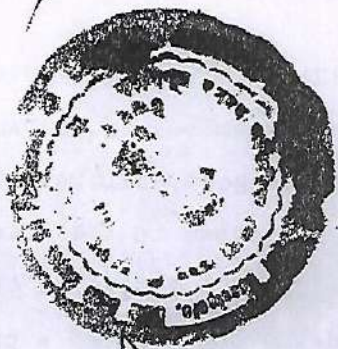
Calcutta Collectorate,

Treasury

Date: 7/9/1998

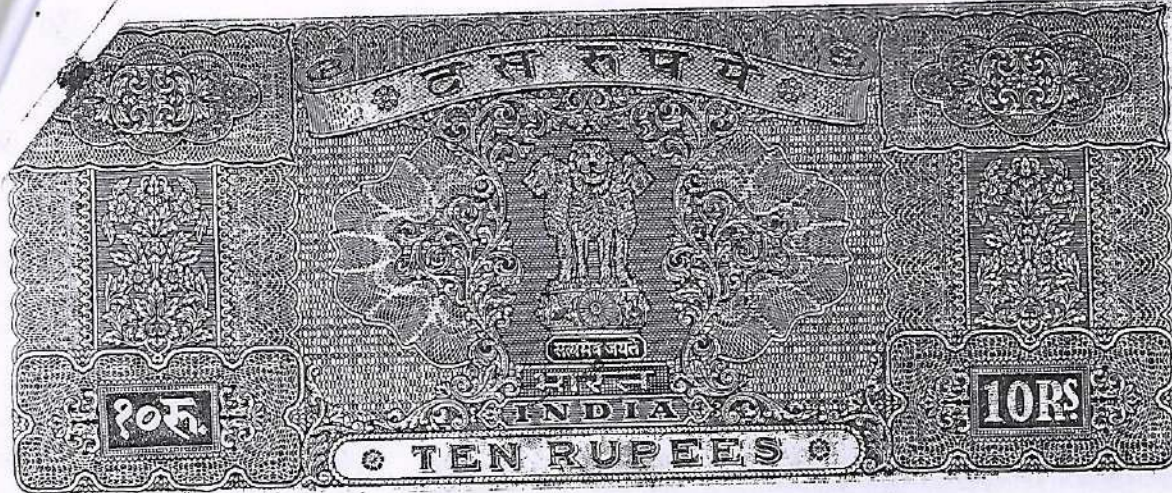
[Signature]
Treasurer

10	5000
30	3000
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10	500
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	8760



Addl. Dist Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998



9/

from the same date the said vendors dother hereby grant, transfer convey, assure and assign unto the purchasers their right title interest of claim or demand whatsoever or howsoever in respect of the North portion of land with dilapidated buildings of premises no.3, Rai Mathura Nath Chaudhury street, P.S. Baranagore, Calcutta-700 036 as shown in the attached map within Municipal limit of Baranagar Municipality containing an area more or less 1 cottahs 12 chhitacks described in the schedule below have and hold the same absolutely forever by the purchasers, his heirs and assigns and declare and covenant with the purchasers.

TO HAVE TO HOLD the said property hereditaments and premises hereby sold granted, transferred and conveyed or expressed or intends so to be unto and to the use of

Contd. ... 10/

20039

Sold to: Mr. Mrs. Anjali Sinha & ors.
of 4/10, Northern Avenue

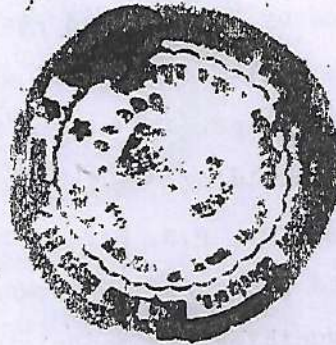
Cal-37

Calcutta Collectorate,
Treasury

Dtd. 7/9/98

Treasurer

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	8760



Addl. Dist. Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)

16 OCT 1998

of the Purchasers absolutely an forever and the Vendors do hereby covenant with the Purchasers NOTWITHSTANDING any act. and a Deed matter or thing whatsoever theretofore done committed or knowingly suffered by the Vendors to the contrary the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments and premises hereby granted and transferred or expressed or intended so to be and every part thereof AND the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the aforesaid property, hereditaments and premises hereby sold.

AND it is stated that the Vendors have not and did not encumber or transfer the said property in any way neither the said property has been acquired or notified to be acquired by L.A. Collector tender any Scheme or any other Authority whatsoever and the property sold hereby is free from all encumbrances.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu land, area of land 1 Cottah 12 Chittacks appertent to Vender Building in C.S. Dag No. 6221 (Part), R.S. Khatian No. 9428 and 9045 in Mouza and P.S. Baranagore, Grand Division-I, Sub-Division-I,

Prasad Anath Chaudhary

J.L. No.5, Holding No.218, Touzi No.1068/2833, Sub-Registration Office Cossipore Dum Dum district North 24-parganas being in premises No.3, Ray Mathura Nath Chaudhury Street, P.O. Baranagore, Calcutta - 700 036 under Baranagore Municipality, Municipal Holding No.5, Word No.I is whown more particularly delineated with the Red Border which in the part and parcel of this Deed along with the easement right upto the Road Loading with the Municipal main Road and drainages, Electricity water line and other connection of Telephone, gas in the said properties butted and bounded in following :-

- on the North : 14 fit wide Common passage,
- on the South : Vendors Land with building,
- on the East : Vendor's Land with building,
- on the West : Vendor's Land with building.

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

SIGNED SEALED AND DELIVERED
in the presence of :

1. *Sundar Kumar Bose*
Ach

Shri Binodhanath Chakraborty

Gopin, Baran.

.....
Signature of the Vendors.

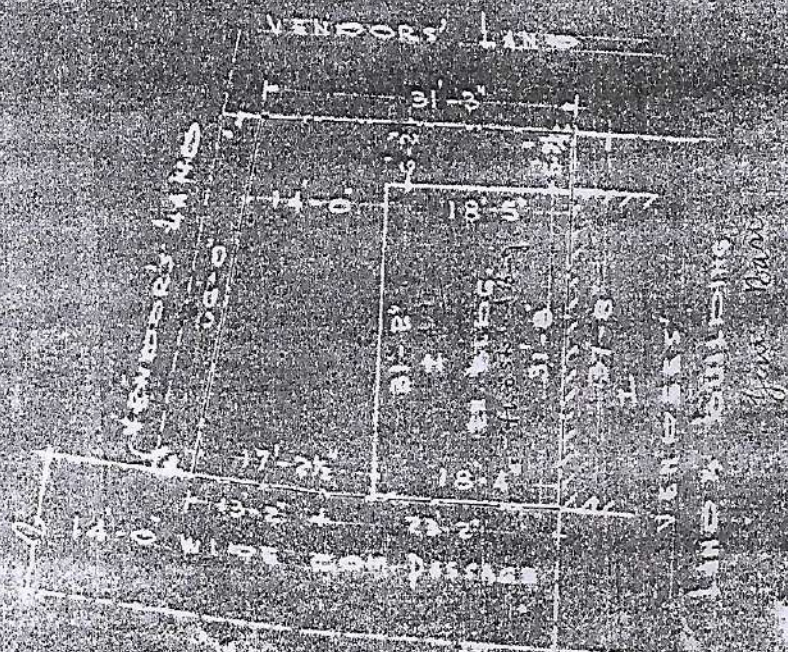
2.

THE PLAN PORTION OF PLOTS NO 3 & 3A, RAI MATHUR
 NATH CHOUDHURY STREET, CAL-36, DIST. 2476
 MOBEA, DIS. & MUNICIPALITY: BARANAGAR, GRAND
 DIVISION: SUB DIV-1; J.L. No: 5; P.S. No: 6; TOWN
 No: 1062/2333, KHATAN Nos: 9045, 9042, 9043,
 9048, 9049 & 9050; DAG Nos 6221, 6222 & 6223/00
 SCALE: 1 CM = 1 INCH

VENDORS: RAI DISWEN & RA NATH CHOUDHURY
 SMT. GOURI BASU

BUYER: DRAJESH KUMAR SINHA
 SMT. ANJALI SINHA

AREA OF LAND INCLUDING STRUCTURE: 1212.50
 SHOWN IN COLOUR RED BORDER



ORDER BY:
 Smt. Anjali Sinha
 21/24/24, Cal. Baranagar



ADD. Dist. Sub-Registrar
 Cossipore, Dum Dum
 2A-Parganas (North)
 (North) and 2A-Parganas (North)
 Cossipore, Dum Dum
 ADD. Dist. Sub-Registrar

RRR/10091



Book No. 12(A) 184
 Volume No. 184
 Pages 5460
 Date No. 1999
 for the year 1999

20-10-98
 ADD. Dist. Sub-Registrar
 Cossipore, Dum Dum,
 2A-Parganas (North)



MEMO OF CONSIDERATION

Received from the within named purchasers the sum of Rs.1,75,000/- (Rupees one lacks seventy five thousand only) in cash as full purchase Price an consideration for sale of our aforesaid Property.

Ravi Prasad...
Gouri Basu.
.....
Signature of the Vendors.

WITNESSES :-

1. *Sourendra Nath Basu*
SOURENDRA NATH BASU
Advocate
Calcutta High Court
- 2.

Drafted and Identified by :
Sourendra Nath Basu,
Sourendra Nath Basu
Advocate,
Calcutta High Court.

Type by : *Goutam Basu*
Goutam Basu,
7, Kali Nath Munshi Lane,
Baranagere, Calcutta- 36.

L/RKs
11730
11731 | 02
1489 A.C.C.

1080
6992

(7)

N

THIS DAY OF OCTOBER 1998

B E T W E E N

SRI RAI BISWENDRA NATH CHAUDHURY

A N D

SMT. GOURI BASU VENDORS

A N D

DR. (MRS.) ANJALI SINHA AND

DR. PRAJESH KUMAR SINHA PURCHASERS

DRAFTED BY :

SOURENDRA NATH BASU

ADVOCATE

CALCUTTA HIGH COURT.