

25010

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11680

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STAMP AFFIXED BY

H
29/6/90
STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE
Anand Mohan Chatterjee
Deputy Court Advocate

Calcutta P. O. 700001

Admissible under Rule 11 duty stamps
under the Indian Stamp Act 1899
as amended by W. Bengal
Stamp Amendment Act 1958
Schedule IA No. 23
and also under Section 82 (1) of the
Calcutta Improvement Act 1911
Stamp duty Paid under the
Stamp Act Rs. 21500
Additional duty under C. Act Rs. 2500
Paid to Govt. Rs. 10
Total Rs. 25010

[Signature]
Registrar of Documents
Calcutta

TRUE COPY ATTESTED

26 SEP 2005
[Signature]
Registrar of Documents
Calcutta

2001 filed

A. 1914
No. 55
No. 95
1998

THIS INSTRUMENT made this 12th day of July One
Thousand Nine Hundred and Ninety BETWEEN KANAI LAL SIKDAR
son of late Kali Nath Sirdar by religion Hindu by occupation
landholder residing at No. 50/7, Gouri Bari Lane Police
Station Manicktolla in the district of 24-Parganas (South)
within the municipal limits of the town of Calcutta herein-
after called "THE VENDOR" (which term or expression shall
unless excluded by or repugnant to the context include his
heirs executors administrators representatives and assigns)
of the ONE PART And BIKASH CHANDRA BHOWMICK and KAJAL
BHOWMICK both sons of Phani Bhushan Bhowmick by religion
Hindu by occupation Businessman residing at No. 60, Paikpara
Row Police Station Chitpore in the district of 24-Parganas
(South) within the municipal limits of the town of Calcutta

hereinafter.....

26 SEP 2005



Presented for registration at
of the District Registration office
on the 12th day of July 1990
Kamal Lal Sikdar
The first

Kamal Lal Sikdar

AMARNATH CHATTERJEE
Notary Public
and
District Court Advocate
Calcutta

[Signature]
Deputy Commissioner
Calcutta 12790

Kamal Lal Sikdar s/o
Lati Kala Nath Sikdar
of no. 50/7 Gauri Bazar
Lower Calcutta

3447

Kamal Lal Sikdar

TRUE COPY ATTESTED
12 SEP 1990
AMARNATH CHATTERJEE
Notary, Regn. No-683/00
Govt of India
4/F, Chatterjee Bldg. Square
Calcutta-700020

[Signature]
Maitrao Mukherjee
s/o Lati D.N. Mukherjee
of no. 1/1, Sample Lane
Col. 31, Hindu Business

[Signature]
Maitrao Mukherjee

[Signature]
Deputy Commissioner
Calcutta
12790

Supreme Court Advocates
and
Extraordinary Pleaders, Court of Session
1 2



hereinafter collectively called "THE PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context include their respective heirs executors administrators representatives and assigns) of the OTHER PART

WHEREAS by a Deed of Conveyance bearing date the 28th March, 1945 made Between the Trustees for the Improvement of Calcutta therein described as the Vendor of the One Part And Adinath Bhaduri therein described as the Purchaser of the Other Part and registered in Book No.1 Volume No.28 Pages 68 to 70 Being No.967 for the year 1945 at the Sealdah Sub-Registration Office the said Trustees for the Improvement of Calcutta for the consideration therein mentioned sold and conveyed unto the said Adinath Bhaduri ALL THAT piece or parcel of revenue free land containing an area of 13 Cottaks 14 Chittaks and 4 square feet a little more or less situate at and being Plots Nos. 54 and 55 of the surplus lands in Paikpara Behousin Scheme of the Calcutta Improvement Scheme formed out of Old premises No.15, Paikpara Road and comprised in Holding No.97 in Sub-Division 17 Division 1 Dihi Panchannogram Thana Chitpor Sub-Registration Office Sealdah in the district of 24-Parganas

AND WHEREAS by a Deed of Conveyance bearing date the 8th July, 1955 made between the said Adinath Bhaduri therein described as the Vendor of the One Part And Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Purchasers of the Other Part and registered in Book No.1 Volume

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390
Bhadr
Business

2005
26-SEP-2005
24-PARGANAS
15-302/05
W. H. HALLS
24-PARGANAS SQUARE
KOLKATA-700027

No.....

Amarendra Ghosh
Sudder Court Advocate
and
Paisa Patta Clerk of India



: 3 :

No.36 Pages 43 to 48 Being No.1503 for the year 1955 at the Sealdah Sub-Registration Office the said Adinath Bhaduri for the consideration therein mentioned sold and conveyed unto the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh ALL THAT piece or parcel of revenue free land containing an area of 6 Cottahs 14 Chittaks and 30 square feet more or less out of the said 13 Cottahs 14 Chittaks and 4 square feet which is subsequently numbered as 61, Paikpara Row

AND WHEREAS by a Deed of Conveyance bearing date the 5th May, 1958 made Between the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Vendors of the First Part Marmatha Nath Ghosh and Sukhlal Ghosh therein jointly described as the confirming parties of the Second Part And Sm. Sujata Saha therein described as the Purchaser of the Third Part and registered in Book No.1 Volume No.27 Pages 244 to 251 Being No.1079 in the year 1958 at the Sealdah Sub-Registration Office the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh for the consideration therein mentioned sold and conveyed and the said Marmatha Nath Ghosh and Sukhlal Ghosh confirmed unto the said Sm. Sujata Saha the said piece or parcel of land containing an area of 6 Cottahs 14 Chittaks and 30 square feet being premises No.61, Paikpara Row

AND WHEREAS by a Deed of Conveyance bearing date the 25th February, 1972 made Between the said Sm. Sujata Saha

AMARENDR GHOSH
Sudder Court Advocate
and
Paisa Patta Clerk of India
61, Chatterjee Square
Calcutta-700005

therein.....

365

Supreme Court of India
Smt. Chimoyee Saha



1 4 1

therein described as the Vendor of the First Part Ashis Kumar Saha (Roy) Anjan Kumar Saha (Roy) Amit Kumar Saha (Roy) and Sm. Chimoyee Saha therein jointly described as the confirming parties of the Second Part And Apurba Kumar Samaddar therein described as the Purchaser of the Third Part and registered in Book No.1 Volume No.9 Pages 104 to 114 Being No.245 for the year 1972 at the Sealdah Sub-Registration Office the said Sm. Sujata Saha for the consideration therein mentioned sold and conveyed and the said Confirming Parties confirmed unto the said Apurba Kumar Samaddar ALL THAT piece or parcel of land containing an area of 6 Cottaks 14 Chittaks and 20 square feet being premises No.61, Paikpara Row

AND WHEREAS by a Bengali Deed of Gift bearing date the 10th May, 1972 corresponding to 27th Baisakh, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Donor And the said Kanai Lal Sikdar therein described as the Donee and registered in Book No.1 Volume No.18 Pages 193 Being No.631 for the year 1972 at the Sealdah Sub-Registration Office the said Apurba Kumar Samaddar for the consideration therein mentioned granted and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottaks 14 Chittaks and 38 square feet being a portion of the said premises No.61, Paikpara Row and marked as Plot "B" in the map annexed to the said Deed of Gift and therein bordered in green ink and the Vendor accepted the said Gift

TRUE COPY ATTESTED
SEP 2005
Sd/-
Notary Public
No. Chowringhee Square
Calcutta-700002

AND.....

1007005

Subarnath Chatterjee
Revenue Court Assistant
191
Secretary Public Sale, ...



AND WHEREAS a Bengali Deed of Sale bearing date the 11th December, 1972 corresponding to 25th Agrahayan, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Seller and the said Kanai Lal Sikdar therein described as Purchaser and registered in Book No.1 Volume No.218 Pages 50 to 56 Being No.6369 for the year 1972 at the office of the Registrar of Assurances Calcutta the said Apurba Kumar Samaddar for the consideration therein mentioned sold and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittaks and 38 square feet being a portion of premises No.61, Paikpara Row and marked as Plot "A" in the map annexed to the said Deed of Sale and therein bordered in red ink

AND WHEREAS in or about June, 1981 one Sudhendu Dutta instituted a suit being Title Suit No.47 of 1981 against the said Kanai Lal Sikdar in the 6th Court of the learned Subordinate Judge at Alipore for inter alia a decree for specific performance of an agreement for sale of the land comprised in premises No.61, Paikpara Row

AND WHEREAS the said Title Suit which was defended by the said Kanai Lal Sikdar was finally disposed of on the 20th December, 1983 and a decree was passed in favour of the said Sudhendu Dutta against the said Kanai Lal Sikdar for specific performance of the agreement for sale of the said suit property directing him to execute and register a sale deed in favour of the said Sudhendu Dutta.

WEST BENGAL ASSESSMENT
Mr. SFP, 2003
7, ...
PA, ...
...

AND.....

Aravind Chatterjee
Sudhendu Datta
Kanai Lal Sikdar



AND WHEREAS the said Kanai Lal Sikdar preferred an appeal being F.A. No.320 of 1984 in the High Court at Calcutta against the said decree dated 20th December, 1983

AND WHEREAS the said Sudhendu Datta and the said Kanai Lal Sikdar mutually settled their disputes with regard to the said suit property and filed a joint petition in the High Court for recording the compromise

AND WHEREAS by an order dated 7th February, 1990 passed by Appeal Court presided over by the Hon'ble Mr. Justice Mukul Gopal Mukherjee the terms of compromise were recorded and the suit for specific performance, namely Title Suit No.47 of 1981 of the 6th Court of Additional District Judge of Alipore was dismissed

AND WHEREAS the Vendor is now seised and possessed of or otherwise well and sufficiently entitled to the said premises No.61, Paikpara Row, Calcutta containing an are of 6 Cottahs 14 Chittaks and 20 square feet 2

AND WHEREAS the Vendor has contracted with the Purchasers for absolute sale of the piece or parcel of revenue free land measuring 2 Cottahs 14 Chittaks and 38 square feet out of the land comprised in the said premises No.61, Paikpara Row, Calcutta with structure thereon at or for the price of Rs. 1,75,000/-

Aravind Chatterjee
Sudhendu Datta
Kanai Lal Sikdar
20 SEP 2005
Aravind Chatterjee
Sudhendu Datta
Kanai Lal Sikdar
20 SEP 2005

NOW.....

Advocate
NOTICE CHART ADVOCATE



1 7 1

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,50,000/- already paid and a further sum of Rs. 25,000/- paid at or before the execution of these presents making together the full consideration of Rs. 1,75,000/- (Rupees One lac and Seventy-five thousand) only by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit and release and for ever discharge the Purchasers as well as the land hereditaments and premises and every part thereof hereby conveyed) he the Vendor doth hereby grant transfer and convey and assure unto the Purchasers ALL THAT piece or parcel of revenue free land measuring 2 Cottahs 14 Chittaks and 38 square feet with structure thereon together with the right over the 8' feet wide common passage on the east be the same a little more or less situate lying at and being a portion of premises No.61, Paikpara Row Thana Chitpore Sub-Registration Office Sealdah in the district of 24-Parganas (South) within municipal limits of the town of Calcutta more particularly mentioned and described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said land hereditaments and premises now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished together with all areas water courses lights liberties privileges easements and appurtenances whatsoever to the said land hereditaments and premises or any part thereof together with all rights of

COPIES
26 SEP 1915
Advocate
20, CHITREY SQUARE
Calcutta

USE.....

E



 Madhya Pradesh
 Government of Madhya Pradesh
 High Court Advocates
 No. 10
 Gov. Bldg. 27

use of the sewers and drains right of use of ways paths
 passages filtered and unfiltered water pipes and connections
 leading to premises and the benefit and advantage of ancient
 and other lights liberties easements privileges appendages
 and appurtenances whatsoever to the said property or any part
 thereof usually held used occupied or enjoyed or reputed to
 belong or be appurtenant thereto together with the reversion
 and reversions remainder and remainders rents issues and
 profits thereof and of every part thereof And all the estate
 right title claim and demand whatsoever of the Vendor in to
 and upon the said land hereditaments and premises and every
 part thereof And all deeds pattahs muniments writings and
 evidence of title which exclusively relate to the said premises
 or any part thereof and which are now in custody or possession
 of the Vendor or any person or persons from he can procure
 the same without any action or suit at law or in equity TO HAVE
AND TO HOLD the said land hereditaments and premises hereby
 granted transferred and conveyed or expressed or intended so
 to be unto the Purchasers And the Vendor doth hereby covenant
 with the Purchasers that he the Vendor now has an indefeasible
 and absolute title to the said land hereditaments and premises
 free from all encumbrances and has good right full power and
 absolute authority to grant transfer and convey the same in
 manner aforesaid And the Purchasers shall and may at all times
 hereafter peaceably and quietly possess and enjoy the said
 land hereditaments and premises and receive the rents issues



 Madhya Pradesh
 Government of Madhya Pradesh
 High Court Advocates
 No. 10
 Gov. Bldg. 27

and....

and profits thereof without any lawful eviction 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 the Vendor And free and clear and freely and clearly and absolutely exonerated and released against all and all manner of charges liens debts attachments and encumbrances whatsoever made or suffered by the Vendor or any person lawfully or equitably claiming as aforesaid And Further the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from 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 execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises in manner aforesaid as may be reasonably required

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of revenue free land containing an area of 2 Cottaks 14 Chittaks and 38 square feet a little more or less with structure thereon being Plot "A" shown in the map or plan hereto annexed and therein bordered in red ink situate lying at and being the northern portion of premises No.61, Paikpara Row, comprised in Holding No.97, in Sub-Division 17 Division 1 Dahi Panchannogram Police

GOVERNMENT OF INDIA
 16 SEP 2005
 Station.....
 103
 Square
 10000

Supreme Court Advocates

Monday 10 1938



Station Chitpore Sub-Registration Office Sealdah in the district of 24-Parganas (South) and within the municipal limits of the town of Calcutta and butted and bounded as follows, that is to say on the North partly by premises No.43, and partly by premises No.42, Paikpara Row on the East by 8' feet wide common passage and thereafter premises No.62, Paikpara Row and South by a portion of premises No.61, Paikpara Row and on the West by premises No.60, Paikpara Row

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

Kamini Lal Saha

SIGNED SEALED AND DELIVERED }
AT CALCUTTA IN THE PRESENCE }
OF :



1) *S. K. Saha*
Solicitor-at-law
Calcutta

2) *Manick Lal Dasgupta*
1/1, Temple Lane
Calcutta-31

Manick Lal Dasgupta
1/1, Temple Lane
Calcutta

RECEIVED.....

1938 SEP 10

Assistant Registrar
Supreme Court Advocate
Delivered by 110...



RECEIVED from the within-
named Purchasers the within-mentioned sum of Rs.1,75,000/-
Rs. 1,75,000/- as per memo below :

MEMO OF CONSIDERATION :

Paid already by way of commission - Rs. 1,50,000/-
Paid today in cash - 25,000/-
Total - Rs. 1,75,000/-

Rs. 1,75,000/- is in words
one hundred and seventy five
thousand only

Kameshwar Prasad

Witnesses :-

- 1) *[Signature]*
- 2) *[Signature]*

15 SEP 2008
11:55 AM
REG. OFFICE
COURT OF APPEALS
BOMBAY
MUMBAI - 400 001

4.3F

PLAN OF PRE. NO. 61, PAIKPARA ROW, CALCUTTA
 P.S. - CHITPUR, TOUZI No. 1298/2833, DIHI-PANCHANNA-
 GRAM, DIV-1, SUB-DIV-17, HOLDING-97, MOUZA-PAIKPARA

SCALE: 1" = 20' 0"



Survey of India
 Government of India
 Survey of India
 Survey of India

REFERENCE:

PLOT NO.	AREA			COLD
	K	CH	SFT.	
'A'	2	14	38	<input type="checkbox"/>
'B'	2	14	38	<input type="checkbox"/>
'C'	1	0	34	<input type="checkbox"/>
COMM. PASSAGE				
TOTAL 6 - 14 - 20				



Handwritten signature: Kaminirai Chakrabarty

15 SEP 2005

DRAWN BY
 Mr. Clanda
 SURVEYOR

PURBA PUTIARY
 20-4-20

OF 2005

Signature

Handwritten notes:
No. 425
827 W. 329
Being No. 11680
For the year 1990

DATED THIS 12th DAY OF July, 1990.

American Chamber of
Commerce Court Advocates
and
Notary Public (Court of India)



Handwritten signature and date:
31-5-94

BETWEEN
KAMAI LAL SIKDAR
AND
BIKASH CHANDRA BHOWMICK & ANR.

CONVEYANCE

8 SEP 1990



NOTARY PUBLIC

Signature and text:
12-7-90

S. R. SAMA,
Solicitor & Advocate
10, Old Post Office Street,
Calcutta.

Handwritten numbers:
13327
7/16