

25/09



19/9/00

11680

(12)



STAMP AFFIXED BY

29/6/90  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE  
Almora Bhawan  
Opposite Court Advocate  
District P.

Affixable under Rule 31 duty stamp  
under the Indian Stamp Act 1899  
as per. as amended by W. Bengal  
Stamp Amendment Act 1988  
Schedule I A No. 23  
and also under Section 82 (1) of the  
Calcutta Improvement Act 1911  
Stamp duty Paid under the  
Stamp Act Rs. .... 2150/-  
Additional duty under C. Act Rs. .... 35/-  
Paid in Advance Rs. .... 10/-  
Total Paid Rs. 2560/-

*J. G. Bhattacharya*  
Registrar of Documents  
Calcutta

ONE COPY ATTACHED

6 SEP 2005  
J. G. Bhattacharya  
Ex. No. No. 003/05  
Court, India  
Plot, Chawringhee Square  
Calcutta-700001

Deed filed

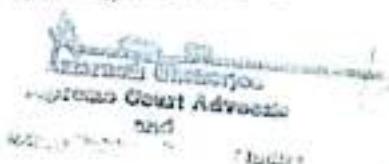
THIS INDENTURE made this 12<sup>th</sup> day of July One  
Thousand Nine Hundred and Ninety BETWEEN KANAI LAL SIKDAR  
son of late Kali Nath Sikdar by religion Hindu by occupation  
Landholder residing at No. 50/7, Court Bari Lane Police  
Station Manicktolla in the district of 24-Parganas (South)  
within the municipal limits of the town of Calcutta herein-  
after Called "THE VENDOR" (which term or expression shall  
unless excluded by its figurant 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.....

6 SEP 2005

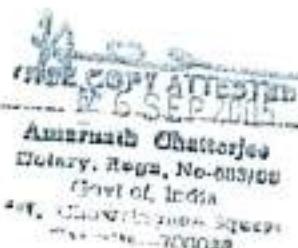
Presented for registration of  
of the Calcutta Registering Office  
No. 1271 dated 27th July 90  
Kanai Lal Sikdar  
The First

Kanai Lal Sikdar.



3443

Kanai Lal Sikdar



Signature  
Amarnath Chatterjee  
Kanai Lal Sikdar 2/10  
Lal Kali mohor Sikdar  
Office Sojy Ganga Banerji  
Law Calcutta

Signature  
Mahato Mukherjee  
2/10 Lal Kali D. N. Mukherjee  
of No. 1/1, Sample Lane  
Cal - 31, Howrah District.

Signature  
Mahato Mukherjee

Signature  
Amarnath Chatterjee  
Kanai Lal Sikdar  
2/10

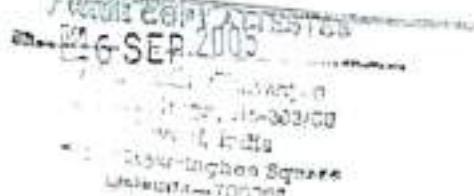
H. Bhattacharya  
Supreme Court Advocate  
1944  
Secty P.C. & Co. Ltd.  
: 2 :



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 Cottahs 14 Chittaks and 4 square feet a little more or less situate at and being Plot Nos. 54 and 55 of the surplus lands in Paikpara Rehousing 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 Chitpur 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 there in described as the Vendor of the One Part And Sm. Susama Rani Ghosh and Sm. Sovi Rani Ghosh therein jointly described as the Purchasers of the Other Part and registered in Book No.1 Volume



No.....

Subarnelli Chatterjee  
Esq., M.A., Advocate  
and  
Secretary Public Trustee 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. Sovra 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. Sovra Rani Ghosh therein jointly described as the Vendors of the First Part Mammatha 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. Sovra Rani Ghosh for the consideration therein mentioned sold and conveyed and the said Mammatha 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

Subarnelli Chatterjee  
Lawyer, Barrister, M.A., LL.B.  
Advocate, India  
and Notary Public  
Ganjapara - 700007

therein.....

136

Supreme Court of India  
Court of Appeals  
General Public (Law) Limited

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. Chinmoyee 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 5 Cottahs 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 Cottahs 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 APPROVED  
P.L. SEP 10/72

Subash Chakraborty  
1/1, Dargah, Dargah,  
Chowringhee, Calcutta  
District - Calcutta

V-700/5

AND.....

Subarnath Chatterjee  
Revenue Court Attorney  
101  
District Public Prosecutor's Office



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 Guntas 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 Alinore 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.

VOLUME NO. 101  
FILE NO. SFP/101

7/wards Chakdaha  
Date 10/12/83  
Mr. Chakdaha Square  
Station No. 100042

AND.....



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 Dutta 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 Mulherjee 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 Alinore was dismissed

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

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/-

RECEIVED  
12 SEP 2005  
Aradhna Chatterjee  
Jewel, Regd. No. 17-10  
Court of Law  
P.R. Chowringhee Square  
Calcutta - 700006  
NOW.....

Arindra Chatterjee  
Solicitor & 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' foot 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

RECEIVED  
15 SEP 1911  
Arindra Chatterjee  
Solicitor & Advocate  
1, Chittak Square  
Calcutta, India

use.....

High Court Advocates  
Mysore

Ms. No.  
Ex. No. 27

Acc. No. 8 Date

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 resuted 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 patta munits 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

and....

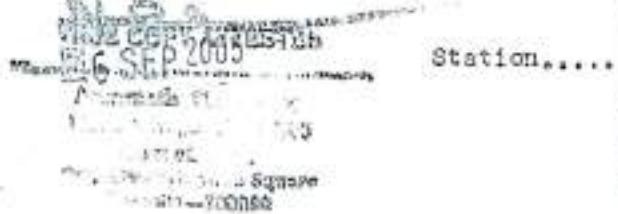
Witnessed by  
Amarendra Ch.  
Hony. Commr.  
Govt of  
P.M. Chowdhury Squarre  
Mysore - 200001



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 Cottahs 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 Dihi Panchannogram Police



Station Chitpore Sub-Registration Office Sealdah

Supreme Court Advocate

Date: 10. 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.

Kamal Chanda

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

1) Shinde  
Solicitor, Broach  
Calcutta

2) Maiti & Mukherjee  
1/1, Temple Lane  
Calcutta - 31



RECEIVED,.....

RECEIVED  
16 SEP 1938  
REGD  
RECEIVED

16 SEP 1938

Aswatha Pillaiyer  
Supreme Court Advocate  
(M)  
Ganjipet 11th Main



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 earnest money - Rs. 1,50,000/-  
Paid today in cash. 25,000/-  
Total - Rs. 175,000/-

Replies can be sent now  
for the same and

Kennie Alphide

Witnesses :-

- 1) .....
- 2) Mamatha Pillaiyer



C.S.F. 777

16 SEPTEMBER  
1954  
REGD. NO. 200052

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

SCALE: 1" = 20' 0"



Surveyor General of India  
and  
Survey of Bengal (C. A.)

REFERENCE:



PLOT NO.	AREA:			C.O.D.
	R	CH	SFT.	
'A'	2	14	38	
'B'	2	14	38	
'C' COMM. PASSAGE.	1	0	34	
TOTAL	6	14	20	

10' WIDE PAIKPARA ROW.

10' WIDE PAIKPARA ROW.

DRAWN BY

SURVEYOR

PURBA PUTRA

26-4-22

No 485  
No 327 W 329  
Being No 11680  
For the year 1990.

DATED THIS 12<sup>th</sup> DAY OF JUNE, 1990.

Amrit Chandra  
Supreme Court Advocate  
and  
Vikram Bhattacharya, Advocates



C. L. S.  
31-5-90

BETWEEN  
KANAI LAL SIKDAR

AND  
BINASH CHANDRA BROWNE & ANR.

CONVEYANCE

R. P. SEP 2000

RECORDED  
RECORDED  
RECORDED

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

133  
116