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Under the Indian Stamp Act, 1899, & as amended by the Bengal Stamp Amendment Act 1922, Schedule I A No. 22 + 5 and also under Section 10 of the Calcutta Stamp Act, 1911 Stamp duty paid under the Stamp Act Additional duty under C.I. Act Paid in excess

65561  
8000  
73561

65561-  
8000  
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Total

Signature

12-5-87

17C & Dec

A 4389  
E  
4396

g(1) 24.50  
g(2) 74.50

THIS INDENTURE made this 12th day of May One Thousand Nine Hundred and Eighty seven B E T W E E N ATOVENRA KRISHNA DEB son of Kumar Arabinda Krishna, peb Bahadur, deceased residing at No.25, Shyampur Street in the town of Calcutta by faith Hindu by occupation Landholder hereinafter for the sake of brevity referred to as "the VENOR" (which expression unless excluded by or repugnant to the context and meaning shall be deemed to include his heirs executors administrators and representatives) of the ONE PART

A 4389  
4396

Signature

g. 50  
24.50  
74.50

AND



- 2 -

A N D MANOHAR KUMAR KANKARIA son of Sardarmull Kankaria and SHASHI KANKARIA wife of Lalit Kumar Kankaria both residing at No.2A, Queens Park, Calcutta-19, both by faith Hindu both by occupation business hereinafter for the sake of brevity referred to as "the PURCHASERS" (which expression unless excluded by or repugnant to the context and meaning shall be deemed to include their respective heirs executors administrators representatives and assigns) of the OTHER PART

W H E R E A S by virtue of the allotment made by the final decree in partition suit No.49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors -vs- Maharani Chandramoni & Ors) of the second sub-Judge of Twenty four parganas at Alipore dated 16th May 1904 srijukta Kumar sailendra Krishna Deb Bahadur

the



- 3 -

the plaintiff No.2 in the said suit was declared exclusively and absolutely entitled to inter alia the land hereditament and premises No.79, Cornwallis Street, in the town of Calcutta particularly shown in schedule "Kha" (lot 4) annexed to the said decree

AND WHEREAS as the said premises No.79, Cornwallis Street, Calcutta was subsequently numbered as 76/1, Cornwallis Street, Calcutta by the Corporation of Calcutta and now separately numbered as 76/1A, 76/1B and 76/1C, Cornwallis Street now changed to Bidhan Sarani, Calcutta by the Corporation of Calcutta

AND WHEREAS Kumar Sailendra Krishna Deb Bahadur died intestate on 6th February 1937 leaving him surviving inter alia the said premises No.76/1B, Bidhan Sarani and his only son Kumar

Arbinda



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Arbinda Krishna Deb Bahadur as his only heir and legal representative under the Bengal School of Hindu Law by which he was governed

AND WHEREAS Kumar Arbinda Krishna Deb Bahadur died intestate on 24th September 1953 leaving him surviving inter alia the said premises No.76/1B, Bidhan Sarani and his only son Ajoyendra Krishna Deb the VENDOR herein his only heir and legal representative under the Bengal School of Hindu Law by which he was governed

AND WHEREAS by a registered lease dated 11th January 1963 and made between the said Ajoyendra Krishna Deb of the One Part and one Mohtasham Ali & Ors of the Other Part and registered in Book No.I Volume No.32 Pages 1 to 15 being No.222 for the year 1963 and registered before the Sub-Registrar of Assurance Calcutta the said

Ajoyendra



- 5 -

Ajoyendra Krishna Deb for the consideration and on the terms agreements and covenants therein mentioned demised ALL THAT two storied brick built messuage hereditaments and dwelling and entertainment house and sheds together with the land or ground thereunto belonging containing an area of one Bigha, one Cottah Twelve Chittaks and Seven Square feet be the same a little more or less whereon or on part whereof the same are built situate lying at and being premises No.76/1B, Bidhan Sarani, Calcutta for a period of thirty years from 1st day of January 1963 and ending with the last day of December 1993

AND WHEREAS the Vendor Ajoyendra Krishna Deb is thus seized and possessed of or otherwise well and sufficiently entitled to the said dwelling and entertainment house and sheds

→  
together

5000Rs.



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together with the piece or parcel of land containing one Bigha one Cottah Twelve Chittaks and Seven Square Feet being premises No.76/1B, Bidhan Sarani, Calcutta fully described in the Schedule hereunder written subject to the said part recited deed of lease dated 11th of January 1963

**AND WHEREAS** the Lessees in breach of covenants to the said lease has failed and neglected to pay the Municipal Taxes in respect of the said premises and the Vendor has paid to the (Calcutta Municipal Corporation) a portion of the said rates and taxes and has filed a suit being suit No.244 of 1981 in the High Court at Calcutta for realisation of Rs.55,689.67P together with interest and other reliefs and a portion of rates and taxes which was also paid by the Vendor to the (Calcutta Municipal Corporation

amounting

5000Rs.



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amounting to Rs.39,084.81P for which no suit has yet been filed and a portion of such rates and taxes are still due to the Calcutta Municipal Corporation

AND WHEREAS the Vendor by an Agreement for sale dated 30th September, 1986 has agreed with the purchasers for absolute sale to them the said dwelling and entertainment house and sheds together with the land being premises No.76/1B, Bidhan Sarani, Calcutta in the schedule "A" hereunder fully mentioned and described subject to the said lease dated 11th January 1963 with the right to obtain possession of the premises on the expiry of the said lease or for any breach of covenants contained in the said lease including the breaches already committed by the

Lessees

5000Rs.



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Lessees for non payment of Municipal Taxes and for subletting without the permission of the Lessor free from all encumbrances at or for the price of Rs.4,00,000/- (Rupees Four Lacs) only with the further agreement to pay to the Vendor the amounts of the rates and taxes paid by the Vendor to the (Calcutta Municipal Corporation) upon realisation by the purchasers from the Lessee or on obtaining possession for such non payment after deducting the costs charges and expenses for such realisation

NOW THIS INSTRUMENT WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 4,00,000/- (Four lacs) only to the Vendor paid by the Purchase

at



5000Rs.



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at or before the execution of these presents the receipt whereof the Vendor do hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof release and discharge the purchasers as also the said dwelling and entertainment house together with land being premises No.76/1B, Bidhan Sarani in the town of Calcutta particularly described in the schedule hereunder written hereby conveyed or intended so to be subject to the said lease dated 11th January 1963 with the right to take possession of the premises on the expiry of the said lease or any breach of covenants contained in the said lease including the breaches already committed by the lessee for non payment of Municipal Taxes and for subletting without the permission of the Vendor

and

5000Rs.



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and to realise the amount of the Municipal Taxes paid by the Vendor to the Calcutta Municipal Corporation by proceeding with the said suit No.244 of 1981 by substituting themselves in place of the Vendor and/or by filing such other suit or suits and also to take all legal proceedings for obtaining such possession and for realisation of such Municipal Taxes upon the agreement that on such realisation of the amount of Municipal Taxes which has been paid by the Vendor the Purchasers shall pay the same to the Vendor after deducting the costs charges and expenses for such realisation ~~HE~~ the Vendor hereby grant transfer sale convey and assign unto the Purchasers his right title and interest in ALL THAT two

storied

5000Rs.



- 11 -

storied dwelling and entertainment house together with land being premises No.76/1B, Bidhan Sarani particularly described in the Schedule hereunder written subject to said lease dated 11th January 1963 with the right to proceed with suit No.244 of 1981 and also to realise the Municipal Taxes paid by the Vendor to the Calcutta Municipal Corporation and/or to take possession by appropriate legal proceeding for breach of covenants and hereinafter for brevity referred to as the said premises or howsoever otherwise the said premises or any part thereof now are or in or at any time heretofore were or was situated butted bounded called known numbered described or distinguished together with all rights lights liberties  
privileges

5000Rs.



- 12 -

privileges, easements, profits appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion and reversions remainder and remainders rents issues and profits thereof together with all benefits of all rents and covenants and provisions of the aforesaid indenture of lease dated 11th

January

5000Rs.



• 13 •

January 1963 and all the estate right title and interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of him the said Vendor into and upon the said premises and every part or parcel thereof and all deeds papers and writings exclusively relating to the title to the said premises or any part thereof in the custody and possession of the Vendor TO HAVE AND TO HOLD the said premises and all and

singular

5000Rs.



- 14 -

singular other the premises hereby conveyed and assigned or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever and the Vendor has good full power and the said Vendor doth hereby covenant with the purchasers that subject to the provisions contained in the aforesaid part recited indenture of lease dated 11th January 1963 the Vendor is lawfully or rightfully absolutely and otherwise well and sufficiently entitled to the said premises hereby granted transferred conveyed -

assigned

3000Rs.



- 15 -

assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND** that notwithstanding any act deed matter or thing that the Vendor made done committed or knowingly suffered or permitted to the contrary **HE** the Vendor now has in him good right and full power to grant transfer convey assign and assure the said premises hereby granted transferred conveyed assigned and assured with the appurtenances unto the purchaser in manner aforesaid and it shall be lawful for the said

purchasers

500 Rs.



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purchasers at all times hereafter to enter into and upon and to hold occupy possess and enjoy the said premises subject to the said indenture of lease dated 11th January 1968 and to obtain possession of the premises on the expiry of the period of Lease dated 11th January 1968 and receive the rents issues and profits thereof without any lawful eviction or any matter or hindrance interruption or disturbance claim or demand whatsoever from the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him and that subject to the provisions of the said in part recited deed of lease dated 11th January 1968 and save and except the said deed of lease free and clear freely

and



60 Rs.



• 17 •

and clearly and absolutely acquitted exonerated and for ever discharged and sufficiently saved defended kept harmless and indemnified of and from against all other former or other conditions charges liens claims and demands and encumbrances whatsoever had made done executed or occasioned by the Vendor or any other persons and further that the Vendor and all person or persons rightfully having or claiming for or under him any estate or interest either at law or in equity in or to the said premises hereby granted transferred conveyed assigned and assured shall and will at all times hereafter upon the request and at the costs of the Purchasers do and execute or caused to be done and executed all such acts deeds things assurances for further and more perfectly assuring the said premises and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid as

shall



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shall and may reasonably require AND that the Vendor do hereby for himself and his successors assigns covenant with the Purchasers their heirs executors administrators representatives and assigns that the Vendor shall and will unless prevented by fire or some other inevitable accidents from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers their respective heirs executors administrators representatives and assigns produce or cause to be produced unto him or his attorneys agents or at any trial hearing commission or examination or otherwise as occasion shall require the deeds and writings comprised in schedule "B" hereunder written for the purpose of showing the title of the said purchasers their heirs executors administrators representatives and assigns such attested or other copies extract or extracts from the said deeds and writings as they may require

and

and shall in the meantime unless prevented as aforesaid keep the said Deeds and writings safe unobliterated and uncancelled.

SCHEDULE "A" ABOVE REFERRED TO :-

*As per*  
ALL THAT the two storied brick built messuage hereditament and dwelling and entertainment house <sup>known as Rangmahal Theatre</sup> and sheds together with the land or ground thereunto belonging containing an area or One Bigha One Cottah Twelve Chittacks and Seven Square Feet a little more less whereon or on part whereof the same are built situate lying at and being premises No.76/1B, Bidhan Sarani (formerly Cornwallis Street) in Sutanutty in the North Division of the town of Calcutta and butted and bounded on the North by a portion of premises No. 76/1 Bidhan Sarani, on the East by Burtolla Police Station, On the South by premises No.76/1A, Bidhan Sarani and on the West by Bidhan Sarani.

SCHEDULE "B" ABOVE REFERRED TO :-

Certified copy of the final decree in partition Suit No.49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors-Vs- Maharani Chandramoni & Ors of the 2nd Sub-Judge 24 Parganas Alipore dated 16th May 1904.

IN WITNESS WHEREOF the VENDOR hereunto set and subscribed his hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence of :- *Ajoyendra Krishna Deb*

*Samin Ray Choudhury*  
Solicitor & Advocate  
Calcutta

*Bhabani Prasad Majumdar*  
Asst. Secy. to Govt. Secy. Chamber  
Advocate

R E C E I V E D of and from the within  
named purchasers the within mentioned  
sum of Rs.4,00,000/- (Rupees Four lacs) Rs.4,00,000/-  
only being the amount of full considera-  
tion money as per memo below:-

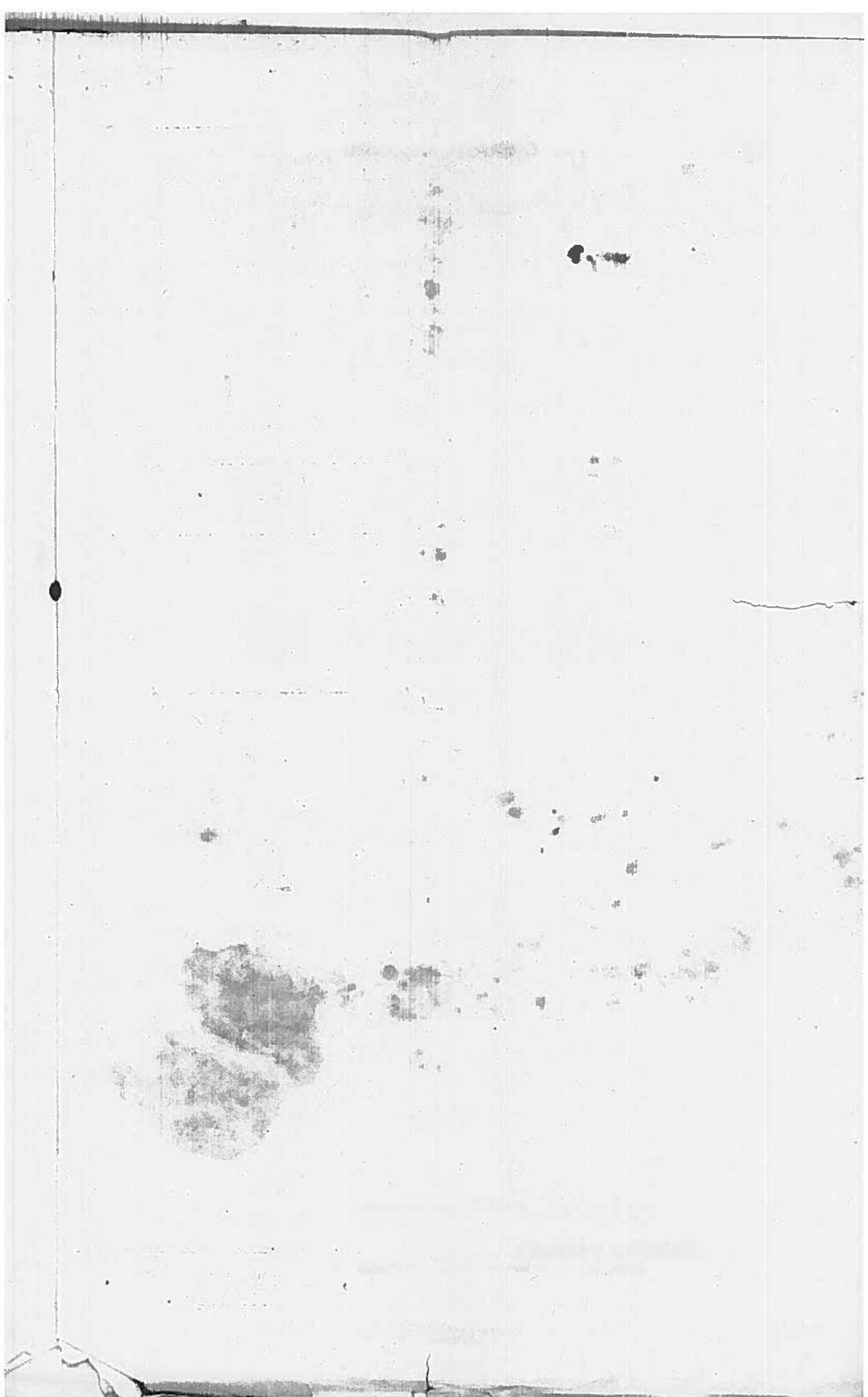
MEMO OF CONSIDERATION

By cheques No.1712759 and 228653 both drawn on Union Bank of India, India Exchange Place, Calcutta, as Earnest money paid under Agreement for sale dated 30.9.1986.	Rs.15,000/-
Pay Order No.001599 drawn on Union Bank of India, India Exchange Place, Calcutta dated 8th May 1987. ...	Rs.1,20,000/-
Pay Order No.018418 drawn on Union Bank of India, Dharamtolla, Calcutta dt.8.5.87 ...	Rs.1,00,000/-
Pay Order No.001606 drawn on Union Bank of India, India Exchange Place, Calcutta dated 8th May 1987. ...	Rs. 92,500/-
Pay Order No.018426 drawn on Union Bank Dharamtolla, Calcutta dated 8.5.87. ...	Rs. 50,000/-
Pay Order No.018425 drawn on Union Bank Dharamtolla, Calcutta dated 8.5.87. ...	Rs. 22,500/-
Total ...	<u>Rs.4,00,000/-</u>

Rupees four Lacs only.

Witness  
Sami Ray Chaudhary  
Bhabani Prasad Majumdar

Ajoyendra Krishna Saha.



DATED THIS 12th DAY OF May 1987

Doc No. 39  
Vol. No. 427-442  
Page No. 4938  
Date 1987

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4938

BETWEEN  
AJOYENDRA KRISHNA DEB  
AND  
MANOHAR KUMAR KANKARIA & ANR

CONVEYANCE

*S. S. Chaudhuri*  
Sd/- Registrar of Mortgages  
Calcutta.  
9-8-87



M/S. S. C. RAY CHAUDHURI & CO.  
ADVOCATES  
10, OLD POST OFFICE STREET,  
CALCUTTA-1.

Sd/- Registrar of Mortgages  
Calcutta