R.A. Kolkata 1976 - I - 145 - 184 - 195 - 3180

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL

97AA 794141

1747 4/4/16

Serial No. 1747 dt. 4/4/16

Fee No. D Vol. No. 145 to 184-195

Index No. 3180 Year 1976

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Article F (1) & F (2) 4.00

G (1) & G (5) 20.00

292.00

316

11 APR 2015

E. Mallick

Record Keeper

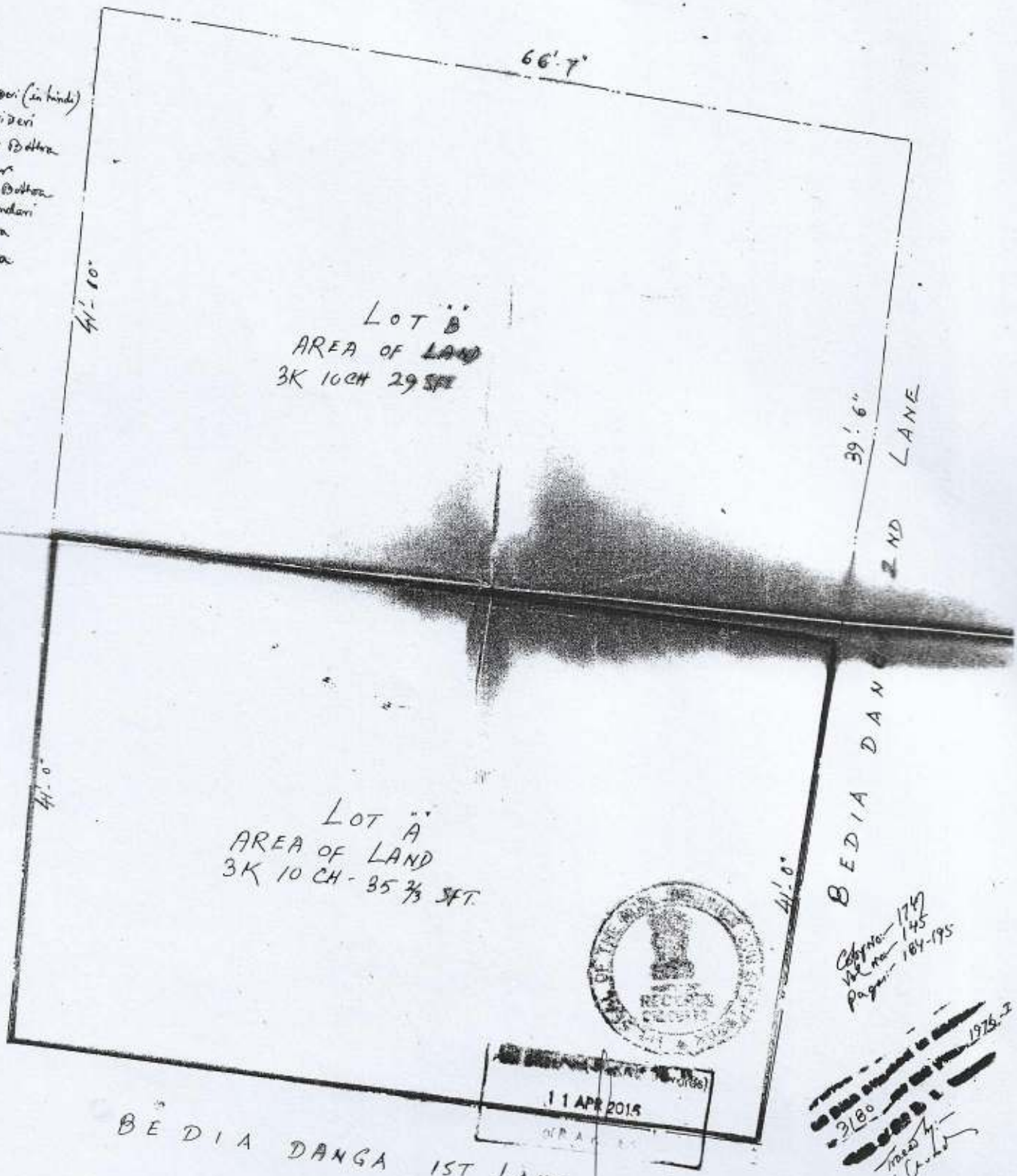
Registrar of Assurances

Kolkata, 12/4/16

PARTITION PLAN OF
PRE. NO 13A BEDIADANGA 1ST LANE
SCALE 1/8" = 1'-0" FOOT.

Sd/- Magan Kumari Devi (in hindi)
Sd/- Magan Kumari Devi
Sd/- Prashant Kumar Bothra
Sd/- Meena Dugar
Sd/- Sushil Kumar Bothra
Sd/- Mridula Bhandari
Sd/- Beena Bothra
Sd/- Rajesh Jeerana

Witness-
Sd/- Jitendra
Adv.
Sd/- Jitendra
Adv.



Copy No- 174
Vol. No- 145
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11 APR 2015

3180 1976-3

Deed no 3180 of 21926

1) India special adhesive stamp Rs 1000/- Collector's seal Sd Illegible

2) India special adhesive stamp Rs 1000/- Collector's seal Sd Illegible

3) India special adhesive stamp Rs 1000/- Collector's seal Sd Illegible

4) India special adhesive stamp Rs 500/- Collector's seal Sd Illegible

5) India special adhesive stamp Rs 100/- Sd Illegible

6) India special adhesive stamp Rs 20/- Sd Illegible

7) India special adhesive stamp Rs 2/- Sd Illegible

8) India Rs stamp pasted by

Bengal Form No. 1485 & 1486

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This indenture made this 14th day of August one thousand nine hundred seventy six Between Pragan Kumari Bolhra widow of Punyalaal Singh Bolhra deceased by faith Oswal Jain by occupation Housewife residing main at no 208/2 Rash Behari Avenue P.S. Ballygunge Calcutta-29 Sushil Kumar Bolhra and Prasanta Kumar Bolhra Sons of the said Punyalaal Bolhra deceased both by faith Oswal Jain both by occupation Housewife and both residing at no - 208/2 Rash Behari Avenue P.S. Ballygunge Calcutta-29 all as Executors under the last will and testament in Bengali characters bearing date the 31st day of January 1961, of Punyalaal Singh Bolhra deceased hereinafter jointly called the vendors which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors in office of the first part - the Sd Sushil Kumar Bolhra and Prasanta Kumar Bolhra both Sons of the said Punyalaal Singh Bolhra deceased both by faith Oswal Jain by occupation Housewives and both residing (2nd page) 2. residing at no - 208/2 Rash Behari Avenue P.S. Ballygunge Calcutta-29 and both as Beneficiaries named in the said last will and testament in Bangali characters bearing date the 31st day of January 1961 of Punyalaal Singh Bolhra deceased hereinafter called the first confirming parties

which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators representatives and assigns of the second part Kumar Kumar Bolhra

Stamp affixed by
2nd Magistrate 18.8.26
Stamp superintendent
Calcutta collectorate

Permission u/s 26 (3)
of the U.L. (ceiling
regulation Act-1976
21-24.6.76 issued by
first-L.A. collectorate
competent-authority
produced + filed

Admissible under art
21 duly stamped under
the Stamp Act-1899 +
as amended by W.
Bengal Stamp Amend.
Act-1964 + 1926
Schedule 1A No-23, 4
and additional duty
Rs. under Section
32 (1), of the Calcutta
Improvement-Act-191

hereinafter called the first contracting parties which expression shall
unless excluded by or repugnant to the context or context be deemed to
mean and include their respective heirs executors administrators repre
sentatives and assigns of the second part the said Magan Lunar Bothra
widow of the said Munzaloni Singh Bothra deceased by faith Oswal
Jain by occupation House wife residing at no 208/2 Rash Behari Avenue
P.S. Ballygunge Calcutta Gushil Lunar Bothra and presently Lunar Bothra
both sons of the said Munzaloni Singh Bothra deceased both by faith Oswal
Jain both by occupation House owners and both residing at no 208/2 Rash
Behari Avenue P.S. Ballygunge Calcutta 29. Smt Rajula Surana wife of Sri
Bharat Lunar Surana by caste Oswal Jain by occupation House
residing at-new Gandal Jute Mills Bridge Bridge Smt Meenakshi Bhan
dari wife of Sri Dalpat Raj Bhandari by caste Oswal Jain by occu-
pation Service residing at-Gondalpara Jute mill Chandannagar Smt
Meena Dugar wife of Sri Rajendra Singh Dugar by caste Oswal Jain
by occupation Business residing at-no 208/2 Rash Behari Avenue
Calcutta-29 Smt Bina Bothra daughter of Munzaloni Singh Bothra
deceased by caste Oswal Jain by occupation Housewife residing at-no
208/2 Rash Behari Avenue Calcutta 29 all sons and daughters respectively
of Munzaloni Singh Bothra hereinafter jointly called the second
contracting Parties which expression shall unless excluded by or repugnant

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Bengal Form No. 1485 & 1486

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to the subject or context be deemed to mean and include his heirs successors heirs (3rd page) 3, heirs executors administrators representatives and assigns of the third part And Sangay Bhutan Dutta Sangar Dr. Indra Mohan Dutta by caste Hindu by occupation Business residing at ~~premises~~ Premises No. 89 Mandrosgulur Road Calcutta 29 hereinafter called the "purchaser" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators representatives and assigns of the fourth part whereas by an indenture of sale bearing date the 2nd day of May 1943 registered in the office of the Sub Registrar of Assurances Alipore in Book No. 1 volume No. 28 pages 271 to 275 being No. 1541 for the year 1947 Benoy Lal Singh Bothra and Pringle and Singh Bothra purchased and thereby purchased or parcel of Kathay retinqueted revenue redeemed collectable land measuring Bigha 2 Cottahs 7 Chittacks and 33 Sq ft. with one single storied tenkeit built dwelling house lying situate at and being Premises No. 13 Bedradanga first lane formerly by Bedradanga first lane particularly described in the Schedule hereunder written for valuable consideration from Sri Atul Krishna Dutta Pshand or and each having a undivided moiety share and the said Benoy Lal Singh Bothra agreed to purchase the undivided moiety share of the executant Mangal Chand Bothra agreed to purchase the undivided moiety share of the executant Mangal Chand Bothra since deceased in the aforesaid [illegible] Singh Bothra [illegible] and whereas

Act - - - Rs 2927.00
Additional Duty
Stamp under C.1 Act Rs 700.00
Paid in excess Rs 2227
Total Rs 3622.00
Stamp assessed as under
A 211.50
B 8.00
C 30.00
D 20.00
E 2.00
F 2.50
274.00
Sd. N. C. Das
Registrar
Assurances Calcutta
14.8.76
Presented for Registration at 11.55 A.M. in the Calcutta Registration office on this 14th day of August 1976 By Magan Lal Dafer

Kumar Deb

encumbrances and each having an undivided moiety share and thereon
the said Benoyleant Bothra agreed to sell and the said Sm.

[illegible] of the Executor
Magan Kumari
Deni
Ed. u.e. Das
Regis[illegible] Assu
[illegible] calcutta
14.8.26

Execution is admitted
Magan Kumari Deb
heirs of late Punjalal
Singh Bothra and 2)
Prasan Kumar Bothra
and 3) Sushil Kumar
Bothra sons of late
Punjalal Singh
Bothra of 208/2 Rash
Behari Avenue
Calcutta has 2 and 3
as Executor (confirming parties) and 4)

Magan Kumari Bothra agreed to purchase the undivided moiety share of the said Benoyleant Singh Bothra in the said property free from all encumbrances liens and lispendenses And whereas by an indenture of conveyance bearing date the 16th day of September 1958 and made between Benoyleant Singh Bothra therein called the vendor and the said Sm. Magan Kumari Bothra therein called the purchaser and registered in the office of the Sub Registrar of Assurances Alipore with Book no 1 volume no 131 pages 218 to 228 being no 8012 for the year 1958 the said vendor for the consideration therein mentioned granted sold transferred and conveyed unto and to the purchaser therein the property fully mentioned therein to have and to hold said property unto and to the said purchaser absolutely and forever free from all encumbrances liens and lispendenses and whereas by an indenture of conveyance bearing date the 14th day of August 1974 and made between Punjalal Singh Bothra and another therein called the vendors and Nil Bala Dutta and others therein called the purchasers and registered in the office of the Registrar of Assurances Calcutta in Book no 1 volume no 202 pages 263 to 273 being no 4998 for the year 1974 the said vendors for the consideration therein mentioned granted sold and conveyed and the said purchasers purchase

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Deed no 3180 for 1946

by Beena Bothra
d/o late Punjabant
Singh Bothra of
the same place
All by caste Hindu
by profession
landholders.

Magan Kumari Devi
Mno - 2908
signed in third

Prasant Kumar
Bothra Mno. 2909

Sushil Kumar
Bothra
Mno - 2910

Sushil Kumar
Bothra

Beena Bothra
Mno 2911

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the piece of land fully mentioned therein and whereas the said Punjabant Singh Bothra before his death executed his last will and testament in Bengali characters bearing date the 31st day of January 1961 whereby and whereunder he appointed the parties hereto of the first part as the executors to his last will and testament and whereas the said Punjabant Singh Bothra died on the 2nd day of December 1974 without revoking the said will and whereas the said Sm Magan Kumari Bothra was the owner of Lot-B of 13A Bechadanga first lane Calcutta, and whereas the remaining lot mentioned as Lot 'A' belonged to the said Punjabant Singh Bothra prior to his death and whereas by an indenture of conveyance bearing date the 27th day of April 1976 the said Sm Magan Kumari Bothra sold the said Lot-B of 13A Bechadanga first lane Calcutta and ~~whereas~~ which is also a private property of Magan Kumari Bothra ~~not including~~ included and whereas the vendors as executors to the said will had applied to the District Judge Alipore for grant of probate to them vide Misc. Case no 5 of 1975 the said last will and testament of the said Punjabant Singh Bothra which had been marked as case no 16 of 1975 and whereas the said proceedings are still pending to the full knowledge of the purchasers and whereas time does extend into age

identified by

for sale of the said Lot 'A' to the purchasers herein and as and by way of the consideration money the

[illegible] proceedings are still pending to the full knowledge of the purchaser and whereas the vendors entered into an agreement

for sale of the said Lot 'A' to the purchaser herein and as and by way of earnest and in part payment of the consideration money the purchaser has paid to the vendors a sum of Rs 500/- on the 14th day of June (9) 5 and another sum of Rs 17,500/- by cheque bearing no 814698 5 dated the 20.5.76 drawn on chartered bank Chowringhee Branch Calcutta and whereas the vendors agreed to sell and the purchaser agreed to purchase the property mentioned in the schedule hereunder written free from all encumbrances liens and dispendances at or for the price of Rs 35,000/- (Rupees Thirty five thousand only) and whereas in the terms of settlement filed in suit no 1099 of 1976 Sri Sanjay Bhushan Dutta vs Sri Margan Kumar Bothra a mistake crept in as to Lot-no and whereas in both the terms filed in the said suit Lot 'A' had been stated as Lot 'B' and Lot 'B' as Lot 'A' and whereas the parties to the said suit had agreed to make a joint petition in the said suit for getting the said mistake in the terms of settlement corrected as above and whereas the purchaser herein being in urgent need of the Lot mentioned in the schedule hereunder i.e. Lot 'A' approached the vendors and the first confirming parties for conveying to him the property mentioned in schedule hereunder shown and delineated in red in the written Lot with a view to obtaining the grant of probate to the executors by

Identified by Jitendra Singh Based Advocate high court-cal Jitendra Singh Based Adv

Executed (1) Rajnita Rana W/o Benat-kumar Rana of 6 Sen central rd Mills Budge Budge 24 pgs, Middle Bhoomi W/o Dalpat-raj Bhandari 6 Gandal para rd Mills Chowringhee Dt-Calcutta + 3

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Deed no 5180 of 1996

+ 3 Meena Dugar
W/o Rajender
Singh Dugar
Off 208/2
Bistari Area
Cal all Hindu
Businessman
respectively

Rajnita Sharma
Sylno 7974

Rajender
Sylno 2975

Meena Dugar
Sylno 2976

Identified by
Jitendra Nath
Singh Bagal

Advocate High Court

Bengal Form No. 1485 & 1486

(The District Judge Alipore is pending and whereas the beneficiaries under the said will of the said (6th page) 6 said deceased Bhupendra Singh Bothra called upon the executors to convey the said property to the purchaser herein and whereas to avoid defect in title in the said property hereto parties of the second and third part had agreed to join in this conveyance as confirming parties and whereas the vendor and the first confirming parties hereto agreed to execute this conveyance provided they do not incur any legal liability for conveying the property to the purchaser herein and whereas under the Indian Succession Act there is no bar to this property being conveyed to the purchaser herein by the executors named under the said last will of the said deceased Bhupendra Singh Bothra at the direction of beneficiaries named in the said will Now this indenture witnesseth that in pursuance of the aforesaid agreement and consideration of the sum of Rs 35,000/- (Rupees Thirty five Thousand only) paid by the purchaser to the vendors (the receipt whereof the vendors do hereby admit and acknowledge of the receipt) hereby given admit and acknowledge and from the same forever release and discharge the purchaser and the property hereby sold and the vendors do hereby [illegible] confirming parties [illegible] the said [illegible] confirming parties do and each of them [illegible] the first [illegible] in the [illegible] and [illegible]

1991

Sixth proper

[illegible] and the vendors doth hereby at the direction of the parties confirming parties grant and sell transfer and convey unto and to the

Advocate High Court Calcutta
Dilendra Singh
Bored
Sd. N. C. Das
Registrar of Assurances Calcutta
14.8.76

purchaser all the [illegible] property hereinafter described and each of them doth hereby confirm all that property fully mentioned and described in the schedule hereunder together with all drains passages rights liberties easement benefits appurtenant and other rights and appurtenances whatsoever to the said property or any part thereof belonging to or enjoyed or reputed or known as part or parcel thereof to have and to hold the said property unto and to the purchaser absolutely free

page 7. absolutely and forever free from all encumbrances liens and lis pendens and the vendors doth hereby covenant with the purchaser that the property hereby conveyed is free from all encumbrances and the vendors has good ~~rights~~ title full power and absolute authority to grant sell transfer and convey the aforesaid property in the manner hereinbefore mentioned and the purchaser may and shall at all times peacefully and quietly possess and enjoy the same and receive rents issues and profits thereof without any hindrance lawful eviction interruption disturbance claim or demand whatsoever from or by the vendors or any person or persons legally or equitably claiming from under or in trust for them and that free and clear and freely and clearly discharged exonerated or otherwise by the vendors well and sufficiently saved defended kept harmless and indemnified from and against all charges liens encumbrances

attachments executions whatsoever made done executed occasioned
created or suffered by the vendors or any person or persons lawfully
or equitably claiming from under or in trust for them and the
vendors further covenants that they and each of their successors
in office shall from time to time and at all times hereafter
at the request and cost of the purchaser do execute cause to be done
or executed all such acts deeds matters and things whatsoever for
further better and more perfectly assuring the property hereby
said to be sold or may be reasonably required mentioned and hereby
Referred to All that piece or parcel of land measuring more or
less 3 (three) cottahs 10 (ten) chittaks and 35 2/3 square feet or
the same a little more or less being the demarcated plot marked
Lot "A" 9-13A Bedia Dangra first lane Calcutta in Mouza Bondel Dehi
Panchanagram (8th Page) 8, Panchanagram Holding No. 485 Ward Division
V Sub Division 1 District 24 Parganas P.S. Tollygunge Sub Registry Office
Alipore within Calcutta Corporation bounded and described as follows
North By Bedia Dangra second lane South By Bedia Dangra first
lane East By Bedia Dangra first lane West By Lot "B" 9-13A Bedia Dangra
first lane in which the vendors and the confirming parties have
no claim and interested [illegible]

day month and year first above written.

[illegible] Kumari (Bolkar) Dewi

[illegible] the vendors and the confirming parties have hereunto set and subscribed their respective hands and seals the

Day month and year first above written

Signed sealed and delivered by the vendors above named at Calcutta in the presence of J. S. Bayed Adv. Sd Mugable Adv 11 old post office St. Cal-1.	Magan Kumar Bothra Dem. Explained in Hindi to Magan Kumar Bothra by the J. S. Bayed present - Kumar Bothra Sushil Kumar Bothra
Signed sealed and delivered by the first confirming party above named at Calcutta in the presence of J. S. Bayed Adv. D. C. Saha Adv.	present - Kumar Bothra Sushil Kumar Bothra
Signed sealed and delivered by the second confirming party above named in the presence of J. S. Bayed D. C. Saha Adv	Dayala Surana 25.8.76 Mridula Bhandari 25.8.76 Meena Dugar 25.8.76 Beena Bothra

2900
129
134
97
3260
528
55
24
15
88

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Bengal Form No. 1485 & 1486

(9th page) 9

Received and from the within named purchaser the within mentioned sum of Rs 35,000/- (Rupees Thirty five thousand) only being the full and consideration payable to us as per memo below

Rs 35,000.00

Memo of consideration

Rs 2,500/- in cash by way of earnest money on the 4th June 1915 — — — — 2,500.00

Rs 17,500/- by cheque bearing no. 514 6985 dated 20.5.26 drawn on a chartered Bank Chowringhee Branch calendar by way further earnest money — Rs 17,500.00

Rs 15,000/- by cheque bearing no 514 1138 dated 14.8.26 drawn on the chartered Bank Chowringhee Branch calendar being the balance of the consideration money — — — Rs 15,000.00

Rs 35,000.00

Rupees Thirty five thousand only

Witnesses

Magan Kumar Roy

Sd/ Magan Kumar Roy

Rupees Thirty five
thousand only

Rs 35,000/-

Witnesses

J. S. Bajaj Advocate
11 old post office street
3rd floor 2nd Block
Calcutta 1

D. C. Gupta Adv

CERTIFIED TO BE TRUE COPY

Magan Kumari Rohi
Ed Magan Kumari Rohi
J. S. Bajaj Adv
prasant Kumar Bothra
Sushil Kumar Bothra

Dated this 14th day of August 1976

From

Smt Magan Kumari Bothra & ors 1st part
Sushil Kumar Bothra & ors 2nd ~~Party~~ part
Smt Magan Kumari Bothra & ors 3rd part

To

Sanjay ~~Bhutoria~~ Bhuwan & ors 4th part

Conveyance

Mr Jitendra Singh Bajaj
Advocate
11 old post office street

CHECKED BY
4/4/16

11 APR 2016

True copy

Registered on Book no I
Volume no 145
Pages 184 to 195
Being no 3180
for the year 1976

Registrar of Assurances
Calcutta

Registrar of Assurances
Calcutta
24.11.76

Copied by chapala chakraborty 24.11.76 Calcutta
Read by chapala chakraborty 24.11.76
compared by Rahman Mallick 24.11.76

Copied by
c chatterjee 24.11.76
Read by
c chatterjee 24.11.76
of R Sutter
24.11.76

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