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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the instrument is admitted to  
 Registrar's office and the  
 engrossment of this document  
 are the part of the instrument.

Additional Registrar  
 of Assurances-II, Kolkata

Additional Registrar of Assurances II  
 Kolkata

THIS INDENTURE made this 10<sup>th</sup> day of May  
 Two Thousand and Thirteen, BETWEEN SUMITA DHAR  
 daughter of Late Gopal Chandra Dhar, aged about  
 33 years by faith Hindu, by Occupation unemployed,  
 residing at 3/B, Mohendra Sreemani Street, Kolkata -  
 700009, under P.S. Amherst Street "The VENDOR"  
 (Which term or expression unless excluded by and or  
 repugnant to the context or otherwise shall mean and

2156/13

250  
 250  
 500

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14796/B  
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Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 eChallan

Id No.: 19-201314-000079362-1  
 BRN Date: 10/05/2013 14:18:32  
 BRN: 698725

Payment Mode: Online Payment  
 Bank: United Bank  
 BRN Date: 10/05/2013 14:13:54

DEPOSITOR'S DETAILS

Id No. : 1902L000014796/1/2013  
 [Query No./Query Year]

Name : BIVAS CHANDRA ADAK  
 Contact No. : Mobile No. : +91 9831020359  
 E-mail : bivaseadak@yahoo.co.in  
 Address : 38 PANCHANAN GHOSH LANE  
 KOLKATA700009  
 Applicant Name : P Das  
 Office Name : A. R. A. - II KOLKATA, Kolkata  
 Office Address :  
 Status of Depositor : Buyer/Claimants  
 Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

S. No.	Identification No.	Head of A/C Description	Head of A/C	Amount ₹
1	1902L000014796/1/2013	Property Registration- Stamp duty	0030-02-103-003-02	558941
2	1902L000014796/1/2013	Property Registration- Registration Fees	0030-03-104-001-16	87838
<b>Total</b>				<b>646779</b>

In Words : Rupees Six Lakh Forty Six Thousand Seven Hundred Seventy Nine only

include his heirs, successors, executors, administrators, legal representatives and assigns) the party hereto of the FIRST PART

-AND-

~~SRI. BIVAS CHANDRA ADAK~~ (Pan No.ACDPA5268P) son of Late Sambhu Nath Adak, age 39 years, by occupation Business, by faith Hindu, residing at 38, Panchanan Ghosh Lane, Kolkata - 700 009, P.S. Amherst Street "PURCHASER" (Which term of expression unless excluded by and or repugnant to the context or otherwise shall mean and include her heirs, successors, executors, administrators, legal representatives and assigns) the party hereto of the SECOND PART

WHEREAS one Jogendra Lal Sinha, since deceased was the original owner and was lawfully and absolutely seized and possessed of all otherwise well and sufficiently entitled to among others the Municipal Premises No.28, Badur Bagan Street, now 28, Biplabi Pulin Das Street, Kolkata, ALL THAT messuage, tenement, hereditament or dwelling house with land measuring an area of Two Cottahs 8 Chittaks and 33 sq. ft.

AND WHEREAS said Jogendra Lal Sinha since deceased was a Hindu governed by the Bengal School of Hindu Law died intestate sometime in or about the year 1921 leaving his surviving his

widow Srimati Sekhar Basini Sinha and three sons viz. Jitendra Kr. Sinha, Manindra Kr. Sinha and Barendra Kr. Sinha, since deceased, who inherited all the properties of the said Jogendra Lal Sinha jointly including the Premises No. 28, Biplani Pulin Das Street, Kolkata, and remained lawfully and absolutely seized in and possessed of and fully administered the same as absolute owners thereof.

AND WHEREAS said Manindra Kr. Sinha died interstate sometime in or about the year 1946 leaving him surviving Smt. Parul Sinha, his widow and Panchanan Sinha his only son who jointly inherited his undivided one-fourth share among other properties of Jogendra Lal Sinha including the Municipal Premises No. 28, Biplabi Pulin Das Street, Kolkata.

AND WHEREAS said Barendra Kr. Sinha also died intestate in or about the year 1954 leaving him surviving Srimati Nilima Sinha as his widow and Dilip Sinha his only son who jointly inherited his undivided one-fourth share among other properties including the premises No. 28, Biplabi Pulin Das Street, Kolkata.

AND WHEREAS said Srimati Sekhar Basini Sinha was a Hindu widow governed by Bengal School of Hindu Law held amongst others the said premises No. 28, Biplani Pulin Das Street, Kolkata,

share amongst others in the said Premises No. 28, Biplabi Pulin Das Street, Kolkata.

AND WHEREAS the said Smt. Nilima Sinha instituted a Partition and Administration suit being No.1567 of 1961 in the Hon'ble High Court at Kolkata on 21<sup>st</sup> September, 1961 against Jitendra Kumar Sinha, Smt. Parul Sinha, Panahanan Sinha, Dilip Kumar Sinha, for declaration of shares of the parties in respect of all the immovable properties of said Jogendra Lal Sinha, for partition by metes and bounds and allotments in severalty of the shares of the parties and alternatively sale of the properties as are not capable of partition and division of the sale proceeds among other reliefs.

AND WHEREAS Jitendra Kr. Sinha also died on or about 18<sup>th</sup> June, 1962 leaving him surviving Srimati Maya Rani Ghosh (the Vendor herein) his only daughter and heiress, his wife having predecease him and accordingly by the order of Court dated 14<sup>th</sup> September, 1962 Srimati Maya Rani Ghosh was substituted in place of Jitendra Kumar Sinha who became entitled to 1/3<sup>rd</sup> share amongst other the premises No. 28, Biplabi Pulin Das Street, Kolkata.

AND WHEREAS by and under a preliminary decree dated 10<sup>th</sup> June, 1966 passed by the Hon'ble High Court at Kolkata, the

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shares of all the parties to the said suit being heirs of the said Jogendra Lal Sinha since deceased were declared and the shares of Maya Rani Ghosh and Vendor herein and the said Smt. Nilima Sinha were declared to be one-third and one-sixth respectively in the said undivided properties inherited by them from said Jogendra Lal Sinha and Srimati Sekhar Basini Sinha. The share of respective parties and schedule of properties shall appear from the scheme of Partition of the said suit.

AND WHEREAS of the said preliminary decree it was further ordered that the joint immovable properties mentioned in schedule of the plaint and the written statement of the defendants filed in the said suit including the premises No.28, Biplabi Pulin Das Street, Kolkata, would be partitioned by metes and bounds in four several lots and allotted to the parties according to their respective shares to be hold and enjoyed by them in severality and absolutely and Sri Jyoti Ghosh, Advocate, was appointed Commissioner of Partition for the purpose aforesaid.

AND WHEREAS in pursuance of the said decree the said Commissioner of partition duly partitioned the said joint immovable properties whereby and wherein he divided the said Premises No. 28, Biplabi Pulin Das Street, Kolkata, in two several

lots being Not 'B' and Lot 'C' in his return submitted to the Hon'ble Court dated 1<sup>st</sup> February, 1972. In the said return of Commissioner of Partition the said Lot 'B' was allotted to Smt. Mayarani Ghose, the Vendor herein to be held and enjoyed by her in severalty and absolutely as and for her undivided one-third share or interest in the entire joint immovable properties. In the like manner the said Lot 'C' was allotted to Smt. Nilima Sinha to be held and enjoyed by her in severalty and absolutely as and for her one-sixth share or interest in the said joint immovable properties.

AND WHEREAS by final decree dated 16<sup>th</sup> August, 1976 it was inter-alia, ordered and decreed that the said return of Commissioner of Partition with all things therein contained do stand ratified and confirmed and to be duly observed and performed by the parties to the said suit according to the terms and meaning thereof.

AND WHEREAS in the event that had happened as stated hereinabove, the Vendor is now lawfully seized and possessed of or otherwise well and sufficiently entitled to in fee simple in possession of the divided portion being Lot 'B' referred to in the return of the Commissioner of Partition of Premises No. 28, Biplabi Pulin Das Street, Kolkata. ALL THAT piece and parcel of

land measuring 1 Cottah 7 Chittacks and 26 sq. ft. a little more or less TOGETHER WITH two storied building standing thereon or on part thereof TOGETHER WITH all messuage tenement, hereditament ways path-ways panels, boundary wall, pits and all rights appurtenants thereto lying and situated on the Western portion of the said premises fully and particularly described in Schedule "A" hereinbelow and delineated in the map or plan hereto annexed and therein shown in lot 'B' and colored Red.

AND WHEREAS by a Deed of two Agreement dated 25<sup>th</sup> November, 1987 entered and executed between the Late Jayanti Dhar and Smt. Nilima Sinha and another Agreement dated 25<sup>th</sup> November 1987 between Jayanti Dhar and Smt Mayarani Ghosh and the Late Jayanti Dhar it was agreed that the Vendor shall sale the enire divided portion falling in her absolute share to the Late Jayanti Dhar and Late Jayanti Dhar shall purchase the same at and for a total price of Rs.84,000/- (Rupees Eighty four thousand) only and in part performance of the contract the purchaser paid a sum of Rs.10,000/- as an earnest money adjustable against the sale price of Rs.84,000/-.

AND WHEREAS the Late Jayanti Dhar has paid the balance sum of Rs.74,000/- by a Demand Draft dated 04.08.1988 the receipt of which the Vendor herein admits and acknowledges.



AND WHEREAS the Late Jayanti Dhar has purchased the said property by way of two registered deed of conveyance being deed no. 8695 of 1988 from Smt. Nilima Sinha on August 5, 1988 and another being deed No. 8694 of 1988 from Smt. Mayarani Ghosh

AND WHEREAS the Late Jayanti Dhar became absolute owner and seized and possessed of the Municipal Premises No.28, Badur Bagan Street, now 28, Biplabi Pulin Das Street, Kolkata, ALL THAT messuage, tenement, hereditament or Two storeyed dwelling house dwelling house with land measuring an area of Two Cottahs 8 Chittaks and 33 sq. ft. (hereinafter referred as "Said Property") fully described in the Schedule written hereunder.

AND WHEREAS the Late Jayanti Dhar purchased the said property as fully tenanted consisting of four tenants and eventually on 30.6.89 she by paying a negotiable sum of Rs. 25,000/- to her tenant namely Basanti Mukherjee and got the possession of three rooms on the ground floor of the said Property.

AND WHEREAS the Late Jayanti Dhar expired on July 18, 2008 leaving behind her only legal heir vendor herein.