

18564

Amal Roy

96 Jyoti Basu



Date 15/12/96

10000
2000
1000

5-210L

Presented for Registration on...

A.M./P.M. on the 13th day

of Dec 1996 at the Court

Dum Dura Addl. Dist. Sub-Registry

Office, by Kashi Nath Nayak

the Executant/Claimant.

addl. Dist. Sub-Registry
Cossipore, Dum Dum,
84-Parganas (North)

STAMP AFFIXED BY

19 DEC 1996

STAMP DEPARTMENT
CALCUTTA COLLECTORATE

Kashi Nath Nayak

V.T.9
1958

Kashi Nath Nayak

V.T.9
1959

Kashi Nath Nayak

Kashi Nath Nayak

510 Late Gobinda Chandra Das
510 Late Gobinda Chandra Das

1) Kashi Nath Nayak
W/o, W/o, D/o Manmohan Nath Nayak
2) Late Manmohan Nayak
P.S. 76/1 Shreea Mohan Bose
by CA - r. ndu / Musilan
by profession - Service/Business/H/W

2) Kashi Nath Nayak
W/o, W/o, D/o Manmohan Nath Nayak
3) Late Manmohan Nayak
54 Ram Chandra Bose

p. 1.0



Market Value assessed Rs. 934500/-2.
 Defect Stamp duty of Rs. 32175/-
 is paid u/s 41 by Bank draft No. 14063/10
 978817 dt. 5-1-2000 from
 S. B. I. Nagerbazar Branch
 Certified that this document is duly stamped

A.D.S.R., Coimbatore, Dum Dum
 & Collector U/S 41 & 49
 7-1-2000

Defect 'A' fees Rs. 7095/-
 realised vide Misc. Receipt
 No. 100 dt. 7-1-2000

A.D.S.R., C. Dum Dum
 & Collector U/S 41 & 49

7-1-2000

A N D

SRI KASHINATH NAYAK son of Late Manmatha Nath
 Nayak and SMT. LAXMI RANI NAYAK wife of Sri Kashinath
 Nayak both residing at 76/1, Ananda Mohan Basu Road,
 Calcutta - 74, under Dum Dum Police Station both by
 religion Hindu by occupation - Business and Housewife,
 respectively hereinafter jointly called the "CONFIRMING
PARTY" (which expression shall unless excluded by or
 repugnant to the context be deemed to include their
 respective heirs executors administrators representatives
 and assigns) of the SECOND PART

AND

18564

Amare Roy.
96 Jomoksha Basi Rd
cut. 28



Treasurer

1000
200
10
102101



..... and 'A' title
.....

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.....
.....
.....

93

.....
7-1-2000

Sangay Karon Roy
S/o, W/o, D/o gotinda ch. Roy
of 84 panchayat Sarkar
P.S.
by Caste — Hindu / Muslim
by profession- Service/Business/H/W

Dilip Mallik

P.T.O

Add. Dist. Sub-Register
Cossipore, Dum Dum,
84-Parganna (North)

13 DEC 1999



3.

A N D

SRI AMAR ROY son of Late Upendra Chandra Roy by
faith Hindu, by occupation residing at No. 96,
Gorakhabasi Road, Calcutta - 700 028, hereinafter called
the "CONFIRMING PARTY" (which expression shall unless
excluded by or repugnant to the context be deemed to
include his heirs, executors administrators representatives
and assigns) of the THIRD PARTY

Chhali Devi

A N D

(1) SRI AMAR ROY (2) SRI DEBLAL ROY and (3)
Sri Bijoy Kumar Roy all son of Late Upendra Chandra
Roy, all by faith - Hindu, all by occupation (1) Business,
(2) Business (3) Business, all residing at No. 96,
Gorakhabasi Road, Calcutta - 700 028, hereinafter
called the "PURCHASERS" (which expression shall unless
excluded by or repugnant to the context be deemed to
include their respective heirs, executors, administrators
representatives and assigns) of the THIRD PART

Dr

WHEREAS



4.

WHEREAS by an Instrument of Bengali Kobala bearing date the 20th day of August, 1921 the said Basanta Kumar Dey and his elder brother Sarat Chandra Dey purchased from one Jogendra Nath Sett and one Srimati Manini Dasi for the consideration therein mentioned the garden land hereditaments and premises being premises No.1 Gorakshabasi Road.

AND WHEREAS on the 26th day of January, 1926 the said Basanta Kumar Dey died intestate leaving him surviving Amiya Kumar Dey, Nirmal Kumar Dey and Gobinda Chandra Dey his three sons and sole heirs under the Bengal School of Hindu law by which he was during his life time and at the time of his death governed and Sm. Ranibala Dasi his sole widow.

AND

AND WHEREAS on the 13th day of March 1934 the said Sarat Chandra Dey died leaving Sm. Chinmoy Dassi him surviving his sole widow and leaving a Will bearing date the 13th day of February, 1934 whereby and whereof he appointed his said nephew Amiya Kumar Dey his sole executors.

AND WHEREAS by his said Will the said Sarat Chandra Dey after making provision for his said widow and directing payment of various legacies and annuities gave devised and bequeathed the rest and residue of his estate to his said nephew Amiya Kumar Dey, Nirmal Kumar Dey and Gobinda Chandra Dey.

AND WHEREAS on the 9th day of May 1934 probate of the said Will was duly granted by the High Court of Judicature at Fort William in Bengal in its testamentary and intestate jurisdiction to the said Executor Amiya Kumar Dey.

AND WHEREAS by an Award bearing date the 6th day of April 1949 and made in the Award Case No.93 of 1949 (In the Matter of Indian Arbitration Act (Act X of 194 -And- In the Matter of Arbitration between Amiya Kumar Dey, Nirmal Kumar Dey and Gobinda Chandra Dey and Sm. Ranibala Dassi of the said High Court in its Ordinary Original Civil Jurisdiction the Arbitrator therein named allotted to the said Nirmal Kumar Dey inter alia the said Garden land

messuages hereditaments and premises being Premises No. 1, Gorakshabasi Road, as andfor his one thir share in the joint properties belonging to him andhis brothers.

AND WHEREAS by the decree passed onthe 15th day of June 1949 in the said Award case the said Award was confirmed.

AND WHEREAS by an Indenture of Conveyance dated the 1st day of November 1949 and registered at the office of the Sub-Registrar of Cossipore Dum Dum in Book No.1, Volume No. 5 at pages 277 to 282 Being No. 3931 forthe year 1949 and made between the said Nirmal Kumar Dey therein called the vendor of the Part and the said Gobinda Chandra Dey therein called the Purchaser of the other part for the consideratin therein the said Nirmal Kumar Dey sold and conveyed unto the said Gobinda Chandra Dey the Vendor herein the said premises messuages lands hereditaments and being the said Premises No. 1 Gorakshabasi Road, absolutely and forever.

AND WHEREAS the said Gobinda Chandra Dey by an Indenture of Conveyance dated the 21st day of March 1964, sold conveyed and transferred the entirely into the ~~smt.~~ Chhab Dey the Vendor herein in the ~~said~~ ~~prem~~ all that property mentioned in the Schedule hereunder along with other property in the said premises No. 1, Gorakshabasi Road for the consideration mentioned

mentioned therein and which was registered in the office of the Sub-Registrar of Cossipore Dum Dum and recorded in Book No.1, Volume No. 36 at Pages 101 to 108 Being No. 2213 for the year 1964 fully described in the schedule thereunder as well as First schedule hereunder written absolutely and forever.

AND WHEREAS on 19th day of August, 1969 a Deed of Rectification was executed by both the parties the Vendor and the Purchaser mentioned hereinabove whereby the said conveyance between the parties the said conveyance between the said parties dated the 21st day of March 1964 Being No. 2213 modified and corrected and declared that the aforesaid conveyance shall remain in full force and virtue and was registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.I Being No. 3977 for the year 1969.

AND WHEREAS the vendor is thus absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said messuages land hereditaments and premises being premises No.1, Gorakshabasi Road, Calcutta 700 028 in the District of North 24-Parganas fully described in the schedule hereunder written herein- after referred to as " THE SAID PROPERTY ".

Kashinath Nayak

AND WHEREAS the Vendor has agreed with the Purchasers for absolute sale to it the Northern portion of the said property containing an area of 4 Cottahs 2 chittacks ²³ Sq.ft. more or less together with a tiled shed structure thereon standing being Premises No. 1, Gorakshahashi Road, Calcutta- 28 comprised in Dag No. 2685 under Khatian No. 228 of Mouza Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169 at or for the consideration of Rs. 2,89,334/- (Rupees Two lakhs eighty **nine** thousand three hundred and **thirty** four) only free from all encumbrances.

AND WHEREAS the said Sri Kashinath Nayak and Smt. Laxmi Rani Nayak the Confirming Parties herein since entered into two separate agreement with the Vendor ~~and~~ hereby and hereby release and discharge the Vendor and the portion of be sold to the purchasers and hereby further concur and confirm that the said portion agreed to be sold to the Purchasers by the Vendor under his indenture is the absolute property of the Vendor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 2,89,334/- (Rupees two lakhs eighty **nine** thousand three hundred **thirty** four) only of lawful money of Union of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written

admit

admit and acknowledge of and from the same and every part thereof doth hereby acquit release and forever discharge the purchasers and the said property hereby absolutely granted sold and conveyed) the vendor doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure unto the Purchasers ALL THAT piece and parcel of land Together with one tiled shed structure standing thereon containing an area of 4 cottahs 2 chittacks and 23 Sq. ft. more or less being Northern portion of the premises No. 1, Gorakshabasi Road, Calcutta - 700 028 being Municipal Holding No. 25 of Gorakshabasi Road within the jurisdiction of South Dum Dum Municipality under Cossipore Dum Dum Sub-Registration Office within Dum Dum Police Station in the District of North 24-Parganas fully described in the schedule hereunder written and fully delineated in the map or plan annexed hereto and thereon shown within 'RED' border and hereinafter for the sake of brevity referred to as ' THE SAID PREMISES '.

Kajli Nath Nayak

OR HOWSOEVER OTHERWISE the said premises or any part thereon heretofore were or was or now are or is situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all buildings, sheds, structures, erections, walls boundary walls, pits, areas, yards, court-yards, waters, water-courses, water connections, electric and sanitary connection fittings and fixtures sewers, drain, ways paths and passage AND all and all manner of former and other rights lights liberties

advantages

advantages easements privileges emoluments appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or which with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or **be** appurtenant thereto and the reversion or reversions remainder or remainders AND the rents issued and profits thereof and every part thereof AND all the legal incidents and inheritance thereof AND all the estate rights title interest use possession property claim and demand whatsoever both at law and in equity of the vendor into and upon the said premises or any part thereof TOGETHER WITH all deeds pattahs muniments writings and evidences of title in anywise relating to the said premises or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the vendor or which the vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said premises AND ALL AND SINGULAR other the premises hereby granted conveyed and transferred to or expressed or intended so to be and every part thereof TOGETHER WITH all its rights members and appurtenances unto and to the use of the purchasers absolutely and forever ~~and all appurtenances~~ whatsoever.

Ok. S. S.

AND the vendor doth hereby covenant with the purchasers (1) THAT NOTWITHSTANDING any act deed matter or thing by the Vendor done or executed or suffered to

the contrary, the vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equifalent to an absolute estate of inheritance in fee simple in possession to the said premises and every part thereof AND (2) THAT NOTWITHSTANDING as aforesaid the vendor now hath in herself good right full power absolute suthority and indefeasibly title to grant convey sell transfer assign and assure ALL AND SINGULAR the said premises hereby granted conveyed and transferred or expressed or intended so to be Unto and To the use of the purchasers in manner aforesaid according to the true and intent and meaning of these presents AND (3) THAT the purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly into hold possess and enjoy the said premises hereby granted and conveyed receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the vendor and all person claiming from under or trust for the vendor AND (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by and at the costs of the vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner and other charges mortgages claims demands liens lispensens attachments and encumbrances whatsoever created by the vendor AND (5) THAT the vendor and all persons having or claiming any estate right title
 interest

interest property claim and demand whatsoever both at law and in equity into or upon the said premises hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchasers and do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling transferring or assuring the said premises and every part or parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

The Confirming Party confirm these presents by being a party hereto as Purchasers are the nominees of the Confirming party, of third part.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land together with a Tiled shed residential unit measuring 100 Sq.ft. thereon containing an area of 4 (four) Cottahs 2 (two) Chittacks and 23 (*Twenty Three*) Sq.ft. be the same a little more or less situate lying at and being Northern portion of the Premises No. 1 Gorakshabasi Road, Nager Bazar, Calcutta - 700 028, being Municipal Holding No. 25 ~~at~~ Gorakshabasi Road under Ward No. 19 within the jurisdiction of South Dum Dum Municipality under Cossipore Dum Dum Sub-Registration office within Dum Dum Police Station comprised in Dag No. 2685 under Khatian No. 228 of Mouza Satgachi, J.L. No. 20 R.S. No. 154, Touzi No. 169 of North 24 parganas Collectorate in the District of North 24 Parganas. The annual rent of Rs. 7.60 paise and payable to the Government of West Bengal through Collectorate of North 24 Parganas.

Kalshi Nath Nayak

Elk. Jy.

The said Northern portion of premises No.1, is butted and bounded as follows :-

ON THE NORTH	-	by Plot of the Vendor ;
ON THE SOUTH	-	by 25' G. B. Road ;
ON THE EAST	-	by Plot of the Vendor ;
ON THE WEST	-	by 16' ft common passage.

IN WITNESS WHEREOF the vendor and the confirming party hereto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED AND DELIVERED by)
the VENDOR at Calcutta)
in the presence of :)

Chhabi Das

1. *Basudeb Mukherjee*
Advocate,
High Court, Calcutta
2. *Dyamanlal Ganguli*
Advocate
High Court, Calcutta.

SIGNED AND DELIVERED by)
the CONFIRMING PARTY at)
Calcutta in the presence)
of :)

Keshi Nath Nayak
Devi Prasad Nayak
7-1-2000

1.

2.

RECEIVED of and from the within named Purchasers within mention sum of Rs. 2,89,334/- (Rupees Two lakhs eighty ~~nine~~ thousand three hundred and thirty four) only as per memo given below :-

MEMO OF CONSIDERATION

Paid A/c payee cheque No. 003737 dt. 29.11.99 on Bank of India Nager Bazar Branch for To day cash

Rs. 2,80,000/-

Rs. 9,334/-

Rs. 2,89,334/-

(Rupees Two lakhs eighty ~~nine~~ thousand three hundred and thirty four) only.

WITNESSES :

1. Basudeb Mukherjee
Advocate.
High Court Calcutta

Chhabi Dey
(Signature of the Vendor)

2. Syamal Ganguli
Associate
High Court, Calcutta

Kalhi Nath Nayak

(Signature of the Confirming parties)

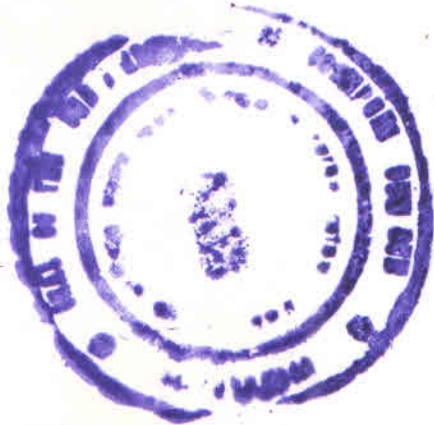
Devi Devi Nayak
7-1-2000

DEED PREPARED BY ME:

Amarendra K. Das
Adv. H. C.

TYPED BY :

B. Sahoo
B. Sahoo.
Dum Dum Road,
Calcutta-30.



Addl. Dist. Sub-Registrar
Cossipore, Dum Dum
24-Parganas (North)

13 DEC 1999



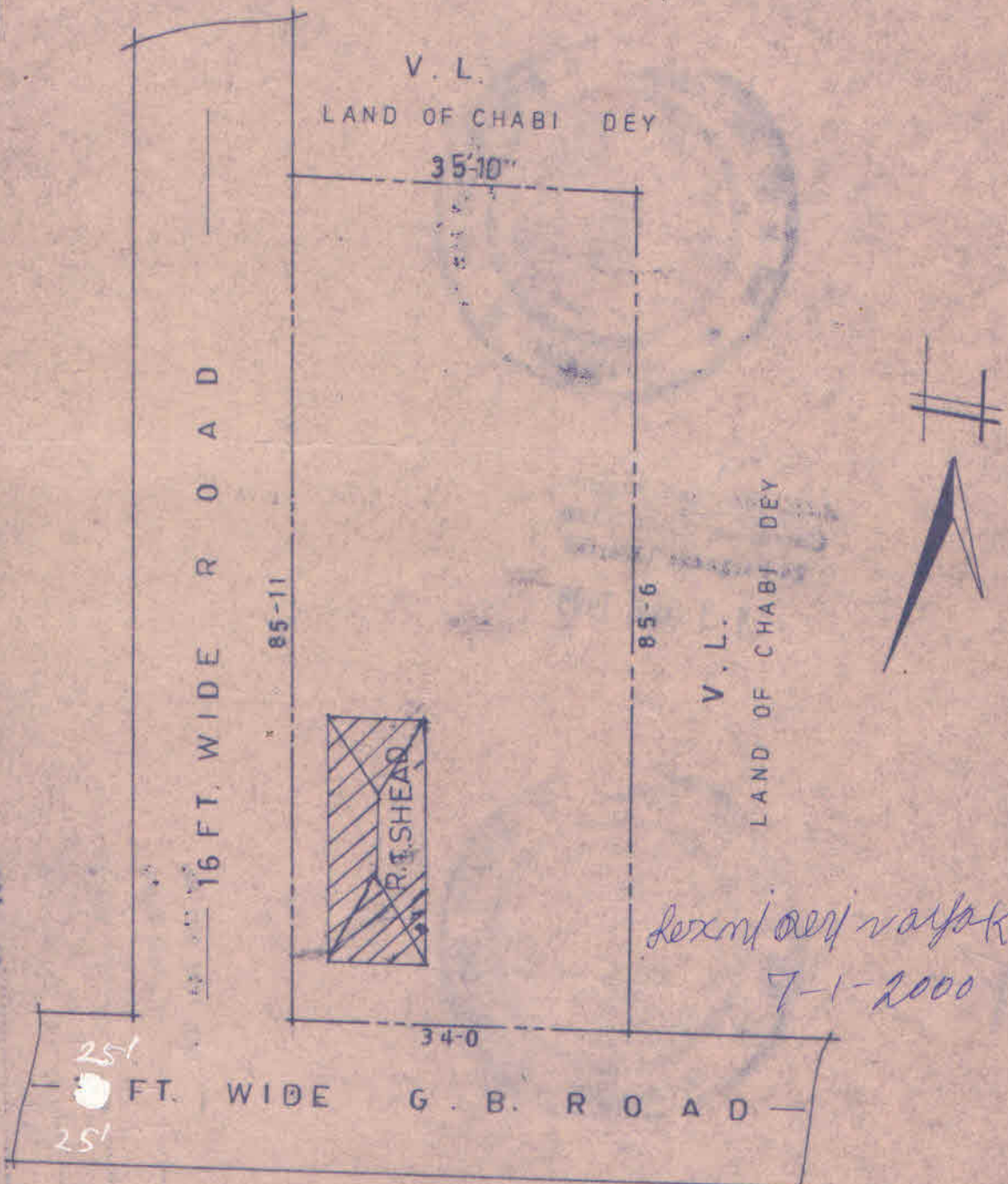
Book No. 4
Volume No. 4
Pages 339 to 378
Being No. 146
for the year 2000

Addl. Dist. Sub-Registrar
Cossipore, Dum Dum,
24-Parganas (North)
11-1-2000

TOTAL AREA OF LAND - 4 K-2CH-2350 FT. (more or less)
(area marked by red border)

SCALE = 1" = 20'

OWNER - _____

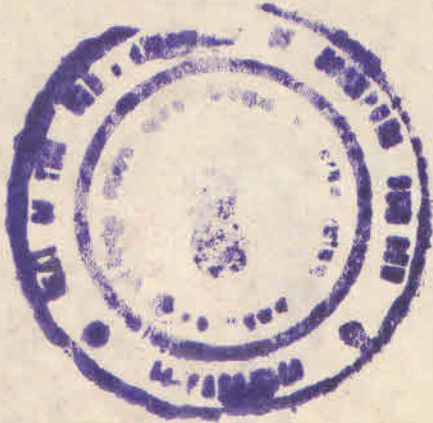


खम्मि अरि वायक
7-1-2000

Kashi Nath Nayak
Chhabi Dey

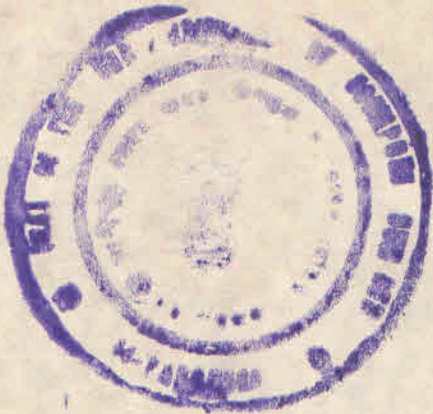
SIGN. OF VENDEE - _____

SIGN. OF VENDOR - _____



Addl. Dist. Sub-Registrar
Cossipore, Dum Dum
24-Parganas (North)

13 DEC 1999



Plan attached in -
Book No. 1
Volume No. 4
Pages 347 to 146
Being No. 146
for the year 2000

Addl. Dist. Sub-Registrar
Cossipore, Dum Dum
24-Parganas (North)

11-1-2000