



22750

23745 (a)

350000

A 3839

E 7

E 7

3853/-

Handwritten notes:
 Vendor A.R.N.
 2 M. A. R.
 A

01CC 099510

Admissible under rule 21 and also u/s 5 (1) of L. R. Act 1955
 duly stamped / exempt from Stamp duty under the Indian Stamp Act 1899 Schedule 1A
 No. —

Fees Paid — 2324 (A/R)
 P. Fee Rs. - 4.50 in ch.

Stamp:
 addl. Dist Sub-Registra.
 Coosipore, Dum Dum,
 24-Parganas (North)

19 JAN 2000

Handwritten notes:
 A-3130
 E-7
 E-7
 3853/-

THIS INDENTURE made this 13th day of December One thousand Nine Hundred and Ninety Nine BETWEEN SMT. CHHABI DEY Wife of Sri Gobinda Chandra Dey, residing at 54, Ramdulal Sarkar Street, Calcutta- 700 006, by faith Hindu, by occupation - Grihasthali, hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to

Handwritten notes:
 7/11/50-0
 14-18-66
 68-66
 10/12/99

Market Value assessed Rs. 11,20,000/-
 Defect Stamp duty of Rs. 33270/-
 is paid u/s 41 by Bank draft No. MDLR/10
978878 dated 14-01-2000 from
 S. B. I. Nagerbazar Branch
 Certified that Stamp Duty is duly stamped

Defect 'A' fees Rs. 8470/-
 realised vide Misc. Receipt No. 223 dated 19-01-2000

A.D.S.R., Dum Dum & Collector U/S 41 & 43

19-01-2000

A.D.S.R., Dum Dum

Balrampur Collectorate,
Treasurer



Presented for Registration in 540
A.M./P.M. on the 13th day
of Dec 1999 at the Cossipore
Dum Dum Addl. Dist. Sub-Registry
Office, by Samin Saha
the Executant/Claimant

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

13 DEC 1999

Samin Saha



V.T.9
1959

Kshabi Das



V.T.9
1958

Kashinath Nayak

1) Class: D
S/o, W/o, D/o Gobinda Ch. Das
of 54 Ram Dulab Sarkar St
P.S. 54 Ram Dulab Sarkar St
by Caste = Hindu / Muslim
Profession- Service/Business/H/Wife

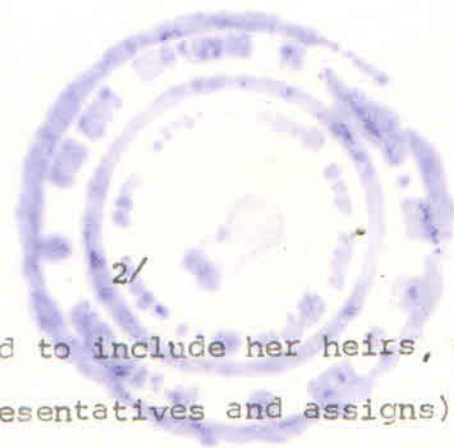
2) Kashi Nath Nayak
870 Manmaha Nayak Sarkar
70 Gobinda Ch. Das
54 Ram Dulab Sarkar St
76/1 Mandu Melan Dum Dum
Cl-74

Sanyal Kumar Das
S/o, W/o, D/o Gobinda Ch. Das
of 84 Ram Dulab Sarkar St
P.S. 84 Ram Dulab Sarkar St
by Caste = Hindu / Muslim
Profession- Service/Business/H/Wife

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



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2/

Chahai Roy,

the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the

~~FIRST PART. The vendor is represented by her constituted attorney SRI PRADIP ROY son of Sri Sunil Roy, of 141/C, Kakulia Road, Calcutta - 29 by virtue of a registered power of attorney registered at R.A. Calcutta recorded in Book NO. IV A N D being No. 2567 for 1999..~~

~~SRI KASHINATH NAYAK~~ Son of Late Manmathonath 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

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3/

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.

A N D

(1) SAMIR SAHA & (2) GOPAL SAHA both sons of Sri Haridas Saha, both by faith - Hindu, by occupation - Business, residing at 42, Goraksha Basi Road, under Dum Dum Police Station, Calcutta - 700 028, hereinafter called the "PURCHASERS" (which expression shall unless excluded by or repugnant to



4 /

the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the THIRD PART.

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



5/

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. Rahibala Dasi his sole widow.

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 provisions 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.



6/

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 1940) and in the Matter of Arbitration between Amiya Kumar Dey, Nirmal Kumar Dey and Gobinda Chandra Dey and Sm. Rahibala 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 meassuages hereditaments and premises being premises No. 1, Gorakshabasi Road as and for his one-third share in the joint properties belonging to him and his brothers.



7/

AND WHEREAS by the decree passed on the 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 Assurance Cossipore Dum Dum in Book No. I, Volume No. 5, at Pages 277 to 282, Being No. 3931, for the year 1949, and made between the said Nirmal Kumar Dey therein called the vendor of the one part and the said Gobinda Chandra Dey therein called the purchaser of the other part for the consideration therein the said Nirmal Kumar Dey sold and conveyed unto the said Gobinda Chandra Dey, the said premises measuages lands hereditaments and being the said premises No. 1, Gorakshabasi Road, absolutely and for ever.

AND WHEREAS the said Gobinda Chandra Dey by an Indenture of conveyance dated the 21st day of March, 1964, sold conveyed transferred the entirety into the Smt. Chhabi Dey the vendor herein all that property mentioned in the Schedule hereunder

Chhabi Dey

Chhali Dey,

8/

along with other properties ~~-----~~
~~-----~~ standing in the said premises No. 1, Gorakshabasi Road, for the consideration mentioned therein and which was registered in the office of the Sub-Registrar of Cossipore Dum Dum and recorded in Book No. I, 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 hereinafter referred to as the said property.

AND WHEREAS the vendor has agreed with the purchasers for absolute sale to him the Northern portion of the said property containing an area of 5 (Five) Cottahs more or less together with a tiled Shed structure thereon standing being premises No. 1, Gorakshabasi Road, Calcutta 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.3,50,000.00 (Rupees Three Lakhs Fifty thousand) only

Chak. Dey.

AND WHEREAS the said Sri Kashinath Nayak and Sm. Lazmi Rani Nayak the confirming parties herein since entered into two ^{and} agreement with the vendor herein/hereby released and discharge the vendor and the said portion to be sold to the purchaser and hereby further concur and confirm that the said portion agreed to be sold to the purchasers by the vendor under this Indenture is the absolutely property of the vendor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty thousand) 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 and acknowledge of and from the same and every part thereof doth hereby acquit release and for ever discharge the purchaser 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 or parcel of land Together with one tiled shed structure standing thereon containing an area of 5 (Five) Cottahs 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 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, drains, ways paths and passages and all and all manner of former and other rights lights liberties 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 to be appurtenant thereto and the reversion or reversions remainder or remainders AND the rents

issues 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 in to 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 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 for ever

Chhab. Dey

... all encumbrances ...

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 equivalent 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 authority 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 purchaser 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 lispendens attachments and encumbrances whatsoever created by the vendor and (5) THAT the vendor and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity in to 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 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 5 (Five) Cottahs 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, of 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 Collector of North 24-Parganas.

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

<u>ON THE NORTH BY</u>	:	Dag No. 2685 (P)
<u>ON THE SOUTH BY</u>	:	Land of P. Saha
<u>ON THE EAST BY</u>	:	16' Ft. Wide Road
<u>ON THE WEST BY</u>	:	Dag No. 2685 (P).

IN WITNESS WHEREOF the vendor and the Confirming Parties hereto set and subscribed their respective hands the day, month and year first above written.

SIGNED AND DELIVERED by

the VENDOR at Calcutta

in the presence of :-

1. Basudeb Mukherjee.
Advocate,
High Court, Calcutta

2. Syamal Ghosh.
Advocate
High Court, Calcutta.

Chhale Jay.
VENDOR

SIGNED AND DELIVERED by

the CONFIRMING PARTY at

Calcutta in the presence of:-

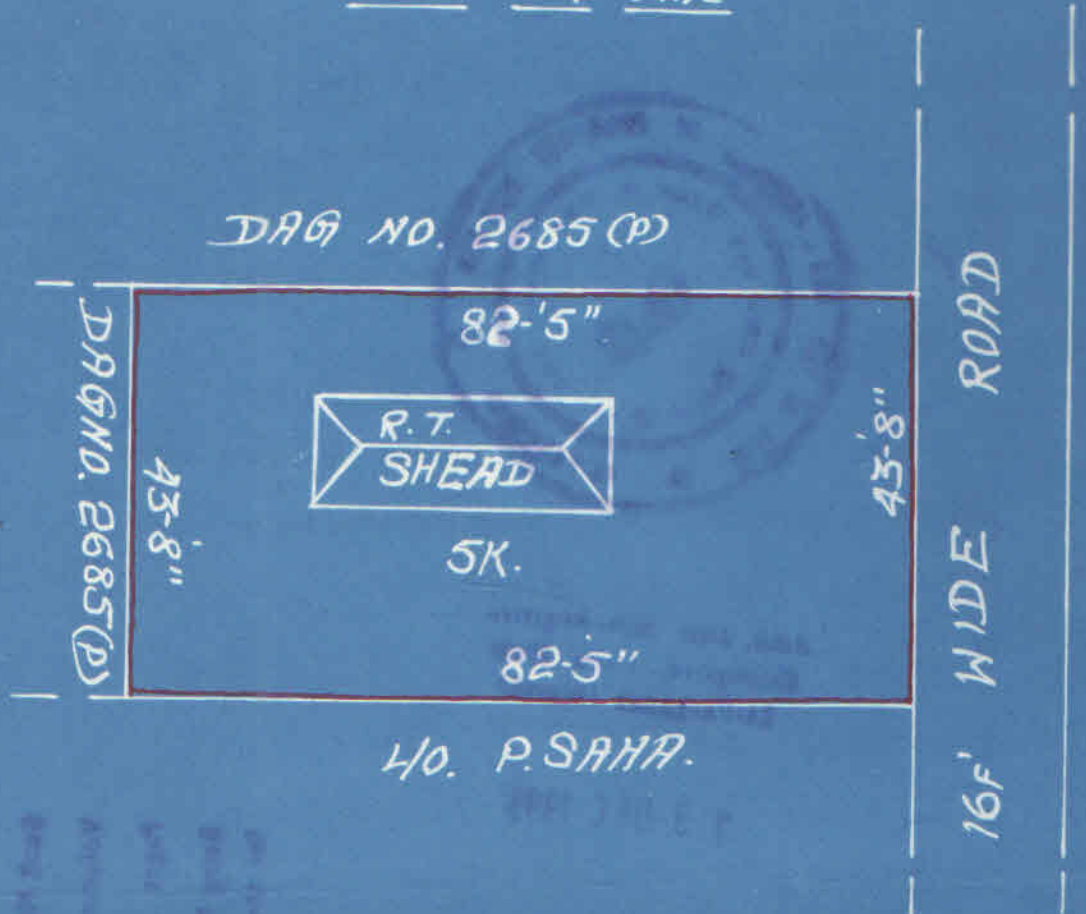
1.

2.

Kashinath Nagark
Baxmi Devi Nagark
7-1-2000

SITE PLAN
 OF DAG NO. 2685. IN MOUXASATGACHI. J.L. NO. 20.
 NO. 154. TOUXI NO. 169. KHATION NO. 228. HOLDING NO. 1. NO.
 GORANSHA BASHI ROAD. UNDER SOUTH DUMDUM MUNICIPALITY
 P.S. DUMDUM. DT. 24 PARGANAS (N)

SCALE. 20' = 1" line



Ekhabi Dey, Kashi Nath Nayak

NOTE

AREA OF PLOT MARK RED

VANDEE.

LAND & R.T. SHEAD = 5K. OCH. (MSLEFS)

Dated 02/11/2000
 COPY BY

@shakti

RECEIVED of and from within named purchasers the within mentioned sum of Rs.3,50,000.00 (Rupees Three Lakhs Fifty thousand) only in full payment of the consideration money as per Memo below :-

MEMO OF CONSIDERATION

Paid by Banker Cheque No. 275668 dated on 29.11.99
on Allahabad Bank Dum Dum Nager Bazar Branch for Rs. 3,50,000/-

Rs. 3,50,000/-

(Rupees Three lakhs fifty thousand) only.

WITNESSES :.

1. Basudip Mukherjee,
Advocate, High Court,
Calcutta
2. Syamal Ganguli
Advocate
High Court, Calcutta.

DEED PREPARED BY :-

Amarendu K. S.
Adv. H. Com.

Chhabi Dey

VENDOR

Kalhinath Nayak

Sanjay Anand Nayak

7-1-2000

TYPED BY :

B. Sahoo.
B. SAHOO
DUM DUM CAL-30.



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

13 DEC 1999



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

20. 1. 2000

Book No. 194 ✓
Volume No. 368
Pages 355 to 361
Being No.
for the year 2000 ✓