



Admissible under rule 21 and AMP SUPERINTENDENT also u, s 5 (1) of L. R. Act 198 Months college to RATE duty Stamped / exempt from Stamp duty Poder the Indian Stamp Act 1899 Schedule 1A

No. — 2074 Addl. Dist Sub-Registra

Fees Paid — Control Sub-Registra

P. Fee Rs. - 4.50 is of.

Cossipore, Dum Dum,

84-Parganas (Borth)

1 9 JAN 2 m

THIS INDENTURE made this 13th day of December

One Thousand Nine Hundred & Ninety Nine B E T W E E N

SMP. CHHABI DEY Wife of Sri Gobinda Chandra Dey

residing at No. 54, Ramdulal Sarkar Street, Calcutta 
700006 by raith Hindu by Occupation Grihasthali

hereinarter called the " V E N D O R " (which expression shall unless excluded by or repugnant to the

context be deemed to include her heirs, executors,

administrators representatives and assigns) of the

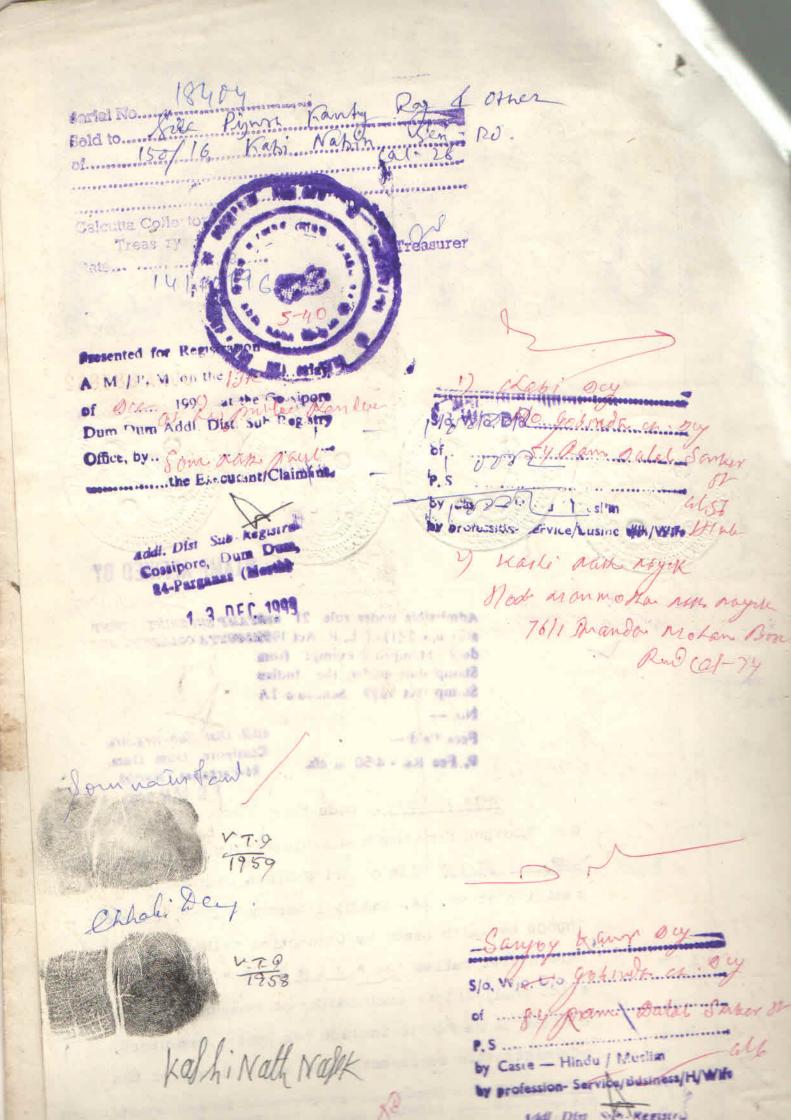
FIRST PART . The Vendor is represented by her constituted attorney SRI DPADIP ROY son of Sri Sunil Boy of 141/c Kakuria Road, Calcutt 29 by virtue of a registered power

of attorney registered at the Registrar of Arrugance of Calcutta recorded in Book Noi IV Deing No. 2567 for 1999.

F 71/2

68-66 2

rofulns is



Boild to	Pynsk Kant Kabi Nahin	A Roy L other	
Calcutta Collectorate Treasury Tate	9	reasurer	
Sexul acrivaria  7-1-2000		1 000 Lakomi R 1 000 Lakomi R 1 000 Lakomi R	mi nayak nash naya
7-1-2000		P.S. Caste - Hardd I M	
	Addl. Dist Sub-Pogistre	Orlip man	CO.A.
	Cossipore, m Out.	P.S. Hindu / Muslin	e Mallielle nayw skyg
Dilif Hall		Bankanss (North	ess/H/V
		57 JAN 2m	

CHalli Bri

by Faith - Hindu, by Occupation - Lawyer residing at 150/16, Kabi Nabin Sen Road, Dum Dum, Calcutta-700 028, AND (2) SRI SOM NATH PAUL Son of SaturiniKanta Paul by raith Hindu - by Occupation - Business residing at 26/4, Kabinabin Sen Road, Dum Dum, Calcutta-700 028, hereinatter 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

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 Bengali 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

-4-

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 the 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 annuties gave devised and bequeathed the rest and residue of his estate to his acid nephew Amiya Kumar Dey, Nirmal Kumar Dey and Gobinda Chandra Dey.

Chali D

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 the 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 1994 - 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 and for his One/Third share in the joint properties belonging to him and his brothers.

AND WHEREAS by the decree passed on the 15th day of June 1949 in the said Award Case the said Award was contirmed.

Chol. Re

AND WHEREAS by an Indenture of Conveyance dated the lst day of November 1949 and Registered at the Office of the Sub-Registrar of Cossipore

Dum Dum in Book No. I Volume No.5 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 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 Vendor herein the said premises messuages lands hereditaments and being the said premises No.1, Gorakshabasi Road absolute and forever.

AND WHEREAS the said Gobinda Chandra Dey by an Indenture of Conveyance dated the 21st day of March, 1964 sold conveyed transferred the entirely into the Smt.Chhabi Dey the Vendor herein all the property mentioned in the Schedule hereunder alongwith other properties in the said premises No. 1. Gorakshabasi Road, for the consideration mentioned in 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 Purchasers 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 of and was registered in theoffice of the Registrar of Assurances, Calcutta and recorded in Book No.1, 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 of the said messuageland 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 called or referred to as the "SAID PROPERTY".

AND WHEREAS thevendor has agreed with the Purchaser for absolute sale it to the Northern portion of the said property containing an area of 4 Cottahs 2 Chittacks 6 Sq.ft. more or less together with a tiled shed structure thereon standing being Premises No. 1, Gorakshahasi 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 for the consideration of Rs. 2,89,333/- (Rupees Two lakks eighty nine thousand three hundred and thirty three) only

Rani Nayak the Confirming Parties herein since entered into
twoksep agreements with the Vendor herein and hereby release
and discharge the Rukekasek Vendor and the Portion of the
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 this indenture is the absolute property of
the Vendor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration off the said sum of the said sum of

Cheli An

three hundred and thirty three ---- onlyot 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 forever discharge the Purchasers and the said property hereby absolutely granted sold and conveyed) the Vendor doth hereby absolutely and indereasibly 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 Chitacks and 6 Sq. reet 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 tully described in the schedule hereunder written and tully 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 thereof 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 tixtures sewers drain, ways paths and passage ANDall and all manner of former and other rights 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 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 increst 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

Chale Den

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

Low all endubrances whatsomer,

A N D the vendor doth hereby convenant 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 orinheritance in tee simple in possession to the said premises and every part thereof AND (2) THAT NOTWITHSTANDING as aforesaid the vendor now hath in hserself 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 or the purchasers in manner aforesaid according to the true and intent and meaning or 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 troubel hindrance eviction interruption disturbance claim and demand whatwoever from or by the

vendor and all person claiming from under or in trust for the vendor AND (4) THAT free and clear and freely and clearly and absolutely acquited 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 into or upon the said premises hereby granted conveyed sold transterred 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 thereor 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 structure thereon standing thereon containing 100sf an Area of 4 (Four) Cottahs 2 (Two) Chittacks and 6 (Six) Sq. Feet 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 or Gorakshibasi Road under Ward No.19 within the jurisdiction or 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- Pargnas.

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

ON THE NORTH - Plot of the Vendor;

ON THE SOUTH - 25' ft G. B. Road;

ON THE EAST - Dag No. 2685;

ON THE WEST - Dag No. 2685.

Ollahi Den

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

## SIGNED AND DDELIVERED

in the presence of :

1. Basudel Muchine. (Signature or the vencor)
Advocate, High court, Calcutta.

2. Lyamal gargah Advocata High Court, Calcutta.

Kashi Kath Nage

(Signature of the Confirming Party)

Lexy aly rapox 7-1-2000

(Signature or the Purchasers)

RECEIVED of and from the within named Purchasers within mentioned sum of Rs. 2,89,233/- (Rupees Two lakks eighty nine thousand three hundred and thirty three ) only of the consideration money as per memo fiven below:-

## MEMO OF CONSIDERATION

Paid by Cash and cheques on different dates

Rs. 2,89,333/-

%. 2,89,333/-

(Rupees Two lakks eighty nine thousand three hundred thirty three )

## WITNESSES:

1. Basualle Muncherine. Advocate High court, Calenta

2. Syamal Garphi Advicati High Court, Calcretta Chhalu' Dy,
(Signature of the Vendor

Kolhi Nath Nath

(Signature of the Confirming Parties)

hasen/ any vayax 7-1-2000

Amounder Kde.



Addl. Dist Sub- Registra Cossipore, Dum Dum BA-Parganas (North)

1 3 DEC 1999

Addi. Diss Suh Registra
Cossiperica (Mostula)
RA-Particanas (Mostula)
20. 1. 2000



8eing No. 362 382

