

icashe out myste 160201 1) Kashi nam negati koshi nath Nayal 860 M. N. Negan 24 NOV 1995 2) Casesme Ren august Wo Kari New august 16/1 A. M. Bose Re 3) Clabi Du koshi natt nayal . Chhabi Dey. Basarla kr. Duy 54 Ran Dalat Super st dexil an vafor k - John Low Dy 2 4 NOV 1995



Hindu by occupation Business and Housewife respectively hereinafter jointly called the CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators repre-

M/S. PLASPICK ENTERPRISES sentative & assigns of the/ A N D (I) PVT. LTD. a Company incorporated within the meaning of

Indian Companies Act, 1956 having its registered office at 8, Camac Street, 4th floor, Calcutta-700017 within the municipal limits of the town of Calcutta hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to include its successor, successors in office and assigns) of the OTHER PART :

WHEREAS by an Instrument of Bengali Kobala bearing date the Twentieth day of August One thousand Nine hundred and twenty one 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



(3)

No. 1 Gorakshabasi Road.

AND WHEREAS on the Twenty-sixth day of January One thousand Nine hundred and twenty six 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 a 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 window.

AND WHEREAS on the Thirteenth day of March One thousand nine hundred and thirty four the said Sarat Chandra Dey died leaving Sm. Chinmoyee Dassi him surviving his sole widow and leaving a Will bearing date the Thirteenth day of February



(4)

One thousand Nine hundred and thirty-four whereby and whereof he appointed his said nephew Amiya Kumar Dey his sole executor.

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 annuties 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 Ninth day of May One thousand nine hundred and thirty four probate of the said Will was duly granted



(5)

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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 Sixth day of April
One thousand nine hundred and forty-nine and made in the
Award Case No. 93 of 1949 (In the Mtter 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. 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 ...



(6) A

AND WHEREAS by the decree passed on the Fifteenth day of June One thousand nine hundred and forty nine in the said Award Case thesaid Award was confirmed.

AND WHEREAS by an Indenture of Conveyance dated the

First day of November, One thousand nine hundred and forty nine
and registered at the office of the Sub-Registrar of Assurances
Cossipore Dum Dum in Book No.1, 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 Vendor herein the said premises
messuages lands hereditaments and being the said premises
No.1, Corakshabasi Road, absolutely and for ever.



6A .

AND WHEREAS the said Gobinda Chandra Dev by an Indenture of Conveyance dated the twenty first day of March One Thousand Nine Hundred and Sixty four sold conveyed transferred the entirety unto the Smt. Chhabi Dev the Vendor herein measuring an area of 8 Bichas and 19 Cottahs more or less together with the tank trees buildings and boundary walls thereon standing in the said premises No. 1. Gorakshabasi Road for the consideration mentioned therein and which was registered in the office of the Sub-Registrat 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 Nineteenth day of August One thousand nine
Hundred and Sixty nine a deed of Rectification was executed
by both the parties the Vendor and the Purchaser mentioned
hereinabove whereby the said Conveyance between the parties



6 . B

the said conveyance between the said parties dated the 21st day

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of

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, Calcutt and recorded in Book No. 1 Being No. 3977 for the year 1969.

AND WHEREAS the Vendor is thus absolutely seised 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-28 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 Purchaser for absolute sale to it the Northern portion of the said property containing an area of 3 Cottahs 10 Chittaks and 8 Square feet more or less together with a tiled shed structure thereon standing out of the total land measuring 8 Bighas and 19 Cottahs 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. 1,78,169/-(Rupees One lac seventy eight thousand one hundred sixty nine only) free from all encumbrances.

AND WHEREAS the said Sri Kashinath Nayak and Sm. Laxmi Rami Nayak the Confirming Parties herein since entered into an agreement with the Vendor herein hereby release 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 Purchaser 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. 1,78,169/(Rupees One lac seventy eight thousand one hundred sixty mire only) of lawful money of Union of India well and truly paid by the Purchas to the Vendor at or before the execution of these presents (the

bereunder written admit and acknowledge and 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 Purchaser ALL THAT piece or parcel of land together with one titled shed structure standing thereon contain. ing an area of 3 Cottahs 10 Chittaks and 8 Square feet 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 ' R E D' 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 connections, fittings and fixtures, sewers, drains, ways, paths and passages A N D 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 or be appurtenant thereto and the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the legal incidents and inheritance thereof A N D all the estate rights title interest

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and in equity of the Vendor in to and upon the said premises or any part thereof TOGTTHER WITH all deeds pottahs 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 Purchaser absolutely and for ever free from all encumbrances whatsoever.

A N D the Vendor doth hereby covenant with the Purchaser (1) THAT notwithstanding any act deed matter or thing by the Vendor done or executed or suffered to the contrary, the Vendor is absolutely seised 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 A N D (2) T H A T 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 A N D (3) T H A T the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter 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 interrupation disturbance claim and demand whatsoever from or by the Vendor and all persons claiming from under or trust for the Vendor A N D (4) T H A T 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 Vendoe A N D (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 Purchaser and do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effetually granting selling transferring or assuring the said premises and every part or parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Mourasi mokarari garden land containing an area of 8 (Eight) Bighas and 19 (Nineteen) Cottahs more or less together with tank, trees, buildings and boundary walls thereon standing situate lying at and being Premises No. 1, Gorakshabasi Road, Calcutta - 700 028 within South Dum Dum Municipality under Cossipore Dum Dum Sub-Registration Office

within Dum Dum Police Station comprised Khatian No. 12, Touzi Nos. 160, 161, 161/1 and 161/3 of Mouza Satgachi of North 24-Parganas Collectorate in the district of North 24-Parganas. The total annual rent of Rs. 8/8/7 and payable to the Government of West Bengal through Collector of North 24-Parganas.

The Premises No. 1 is butted and bounded as follows :-

ON THE NORTH : By Premises No. 25, Jessore Road.

ON THE FAST : By Premises No. 2, Gorakshabasi Road.

ON THE SOUTH : By Gorakshabasi Road.

ON THE WEST : Partly by Nager Bazar Police outpost

and partly by the house of Bhoda

Goala.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land Together With a tiled shed structure thereon standing containing an area of 3 (Three) Cottahs 10 (Ten) Chittaks and 8 (Eight) Square 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 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 anual 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 :-

ON THE NORTH BY

Boundary wall thereafter plotof Byce and tools company LTd.

ON THE SOUTH BY

Portion of Dag No. 2685

ON THE EAST BY

16'-0" Wide Road.

ON THE WEST BY

Other Plot.

IN WITNESS WHEREOF the Vendor and the Confirming Parties set and subscribed their mespective hands on theday month and year first above written.

SIGNED AND DELIVERED

in the presence of

1. Garinde Beg 54. Anndeled Star Sh Chhali Dey. (signature of the Vendor)

Losniaer voyax

2. Debu git Gula. 11/53M.M. Road. col - 28

(Signature of the Confirming parties)

RECEIVED of and from the within named Purchaser within mentioned sum of Rs. 1,78,169/- (Rupees One Lakh Seventy eight thousand one hundred sixty nine) only in full payment of the consideration money as per memo below :-

MEMO OF CONSIDERATION

By Bank Drugs No- 1700002070 de 25-9-1995 of S.B.I. Nelaji Subhashd Br. calcutta.

By Cash

Rs 160000/ Ro 18169 }-Rs 178,169}

Rupiees one Latch Forenty Zight Thousand one hundred sixly nine only.

WITNESSES :

1. Phi-de by Strem Dut 54. Randala Cal 6.

2. I chaple Gule. 11/53 M.M. Road. Col - 29

Deed prepared by me :

Tradiq Banerjee Janabalyan Cab 49. L. No- DW 21-27.

Typed by : B. Sahou. B. Sahoo,

SITE PLAN OF MOUZA - SATEACHI, J. L. NO-20 R.S. NO-159, TOUZINO-169

KHATIAN NO-228, DAGNO-2685, HOLDING NO-25NO GORAKSHABASHI ROAD

P. S -- DUM DUM, DIST - 24 - PARGS(N)

SCALE - 1 = 20

TOTAL AREA OF LAND- 3K-10CH- 85@ FT. (More or Less)

(area marked by red border)

SHEAD SALIOCH-BSG-12 FT. (APPROX) ASEA-3K-10 CH-BSG-12 FT. (APPROX) ASEA-3

D

ROA

SIGNATURE OF VENDER

Chhal Dey.

(H)

SIGNATURE OF VENDOR-