

INDIA NON JUDICIAL

4000 रु.

RS 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

Stamp Act-1899
 W. Bengal
 1988
 Section 88 (1) of the
 Stamp Act-1911
 under the
 G.I. Act No.
 Total Rs

वे. से. 1976

10700

1021000
 226291
 226298
 Deficit stamp duty is Rs.

7650

49000 + 15470 = 64470

Deficit 'A' fees Rs 10131/
 realized by Case No. 10131/
 Subsequent Receipt No



20420
 71450

20/9/2007 7050
 20420

Registrar of Instruments

20.9.2007 71470
 7010

64460
 10
 64470

Handwritten notes in red ink, including '1089', '1170', and other illegible scribbles.

THIS INDENTURE made this the 18th Day of April,

Two Thousand(2000) BETWEEN SRI SUBIR ROY, Son of Late
 Sailendra Nath Roy, by Religion Hindu, by Occupation
 Advocate, residing at 4/1, Roy Bahadur A.C. Road,
 Calcutta-700034, Police Station Behala, District South
 24-Parganas, hereinafter referred to as the " VENDOR "
 (which expression shall unless excluded by or repugnant
 to the context be deemed to include his heirs, execu-
 tors, administrators and assigns) of the ONE PART:

1070
 1020



- 2 -

A N D

SRI NARINDER NATH KHATRI (SABIKHI), Son of Krishna Lal Khatri (Sabikhi), by Faith Hindu, by Occupation Business, residing at 71, Jyotish Roy Road, P.S. Behala, Calcutta-700053, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, and assigns) of the OTHER PART:

WHEREAS the Paternal Grand Father of the Vendor, herein namely Amarendra Nath Roy, was the Original owner of the property at present within the jurisdiction of the Calcutta Municipal Corporation being Part of Premises No. 18, Pathakpara Road, Calcutta-700060, P.S. Behala,



- : 3 : -

appertaining to part of C.S. Khatian No. 2533, C.S. Plot No. 4439, and 4440 Part, Touzi No. 47BI, Under Mouza Behala, P.S. Behala, District South 24-Parganas, including other properties.

AND WHEREAS while said Amarendra Nath Roy was seized and possessed the aforesaid properties including his other properties and by a Registrar Deed of Family Settlement/Trust dated 08.03.1951 said Amarendra Nath Roy appointed his only son namely Sailendra Nath Roy as sole Trustee of the aforesaid property including the other properties of the said Amarendra Nath Roy. The Said Registrar Deed of Family Settlement was duly registered with the Sub-Registrar Behala, District

and Recorded in Book No. I. Volume



- : 4 : -

AND WHEREAS by way of said Registered Deed of Family Settlement the father of the Vendor, herein, namely Sailendra Nath Roy started to look after the affairs of the properties as sole trustee left by said Amarendra Nath Roy.

AND WHEREAS in the said Registered Deed of Family Settlement it has been specifically stated that after the expiry of the sole trustee namely Sailendra Nath Roy, the entire residue of the properties i.e. save and except the residential house of the settlor, shall vest absolutely in the name of the Vendor herein, namely Subir Kumar Roy the Grand Son of the Settlor and son of the Trustee including any other son or sons that may be born to the son of the Settlor after the execution of the said Deed of Family Settlement in equal share.

AND WHEREAS after the execution of the said Registered Deed of Family Settlement the sole trustee of

AND WHEREAS subsequently the said sole trustee namely Sailendra Nath Roy i.e. the father of the Vendor, herein, died intestate on 23.11.1990 leaving behind him his two sons namely Sri Subir Roy, the Vendor herein, and Sri Gautam Roy, as such the aforesaid two sons of the deceased, Sailendra Nath Roy became the absolute owner in respect of the residue of the properties left by the paternal grand father of the Vendor, herein, namely Amarendra Nath Roy.

AND WHEREAS after the expiry of the father of the Vendor herein, while his afore said two sons namely Sri Subir Roy and Gautam Roy was enjoying the aforesaid properties as an absolute owners and the said son Sri Gautam Roy of the deceased Sailendra Nath Roy, formed a Private Limited Company namely 21st. Century Properties (P)Limited a Company Registered under Companies Act, 1956 and having its registered Office at 4/1, Roy Bahadur A.C. Road, Calcutta-700034, P.S. Behala, District South 24-Parganas, and said Sri Gautam Roy and Sri Subir Roy i.e. the Vendor and his brother herein entrusted the company for administration of the said property in the name of the said companies.

AND WHEREAS the property being land and building measuring about more or less 2 Cottahs 9 Chittaks 2 Sft. be the same a little more or less appertaining to C.S. Khatian No. 2533, Part of C.S. Dag No. 4439 and 4440, Touzi No. 47BI, under Mouza Behala, P.S. Behala, District South 24- Parganas, at present within the jurisdiction of The Calcutta Municipal Corporation being part of Premises No. 18, Pathak Para Road, Calcutta-700060, P.S. Behala, District 24-Parganas(South), under C.M.C. Ward No. 132, which has been properly described in the Schedule hereinbelow, was administered in the name

of the aforesaid company on behalf of the Vendor and his brother Gautam Roy.

AND WHEREAS while the said company was possessed the Schedule property where the purchaser was inducted by Subir Roy and Gautam Roy by an agreement as a monthly tenant under West Bengal Premises Tenancy Act 1956 at a monthly rental of Rs. 250/- payable according to English Calendar.

AND WHEREAS accordingly the purchaser, herein, is in physical possession of the Schedule property as a tenant therein under the land lord namely the Vendor, herein and which was administered by 21st. Century Properties (Pvt) Ltd. but the tenancy agreement was with the Vendor and his brother since the year 1st. June, 1980.

AND WHEREAS on and from 1st. April, 1999 the Vendor and his brother Sri Gautam Roy has taken the properties from the Administer i.e. 21st. Century Properties (Pvt), Ltd. and has made a mutual Verbal partition/family settlement of the sheds situated at 18, Pathak Para Road, Calcutta-700060, and under mutual understanding and settlement the vendor has become absolute owner of the property.

AND WHEREAS the purchaser, herein, entered appearance in the said suit and was contesting the suit by filing his written statement.

AND WHEREAS during pendency of the said Title suit No. 449, of 1989 before the Learned 5th Court of Civil Judge (Junior Division) at Alipore, District South 24-Parganas, the purchaser herein, approached the Vendor to purchase the land measuring about more or less 02 Cottahs 09 Chittaks and 02 Sft. with Ashes-to-shed structure standing thereon appurtenant and part of C.S. Khatian No.2533, C.S. Plot No. 4439, and 4440, Touzi No. 4181, under Police Station Behala, District

24-Parganas(South), at present within the jurisdiction of The Calcutta Municipal Corporation being premises No.18, Pathakpara Road, Calcutta-700060, P.S. Behala, District 24-Parganas(South) under C.M.C. Ward No. 132, which has been properly described in the Schedule hereinbelow at an for a total consideration of Rs.1,00,000/- (Rupees One Lakh) only being highest market price of the locality.

AND WHEREAS the Vendor, herein, has agreed to sell the Schedule property at an for a total consideration of Rs.1,00,000/- (Rupees One Lakh) only considering the highest market price of the locality.

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of Rs. 1,00,000/- (Rupees One Lakh) only fully paid by the purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by receipt here-in-under written admit and acknowledge the vendor doth hereby indefeasibly and exclusively grant, convey, transfer and assign unto and to the purchaser free from all encumbrances, whatsoever the 2 Cottahs 9 Chittaks 2 Sft. of land with structure be the same a little more or less appertaining to C.S. Khatian No. 2533, Part of C.S. Dag No.4439, and 4440 of Mouza Behala, Touzi No. 47BI, P.S. Behala being premises No. 18, Pathakpara Road, Calcutta-700060, ward No. 132, within the District of South 24-Parganas, more fully and particularly described in the Schedule hereunder written or WHATSOEVER OTHERWISE the said property now is or hereintofore was situate, hatted bounded called, known numbered, described or distinguished together with walls, drains, paths, passages, and other benefits and advantages, and appurtenances whatsoever to the said property of the vendor and every part thereof TO HAVE AND TO HOLD the same unto the purchaser absolutely and forever and the Vendor doth hereby covenant and agree with the purchaser that notwithstanding any, act, deeds, matter or high whatsoever by the Vendor made done committed or knowingly permitted or suffered to the contrary the Vendor, the Vendor now hath good, right, full

power and lawful and absolute authority and indefeasible title to grant convey transfer and assure the said property and receive the rent and profits thereof without interruption, claim or demand whatsoever from or by the Vendor or any other person or persons lawful or equitably claiming from under or intrust for them and that free and clearly and absolutely acquitted exonerated the discharged from and by the said vendor and well and sufficiently saved defended kept harmless and indemnified or from and against all and all manner of former estate, rights, title liens, charges and encumbrances, whatsoever created, made done or suffered by the Vendor or any person rightfully claiming or to claim through under or intrest for them AND FURTHER THAT the Vendor and all other persons having or claiming any estate, right, title interest property demand whatsoever of into upon or out of the said property or any part thereof from through under or in trust for them shall and will from time to time and at all times, hereafter at the request and costs of the purchaser make execute and perfect or caused to be done, executed and perfected all such further or other assurances, acts, deeds, and things, whatsoever for further better and more perfectly assuring or confirming the said conveyed property of the Vendor or any part thereof unto and to the use of the purchaser for ever in a manner aforesaid as by the said purchaser reasonably required.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
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ALL THAT piece and parcel of land with s structure measuring 2 Cottahs 9 Chittaks 2 Sft. be the same a little more or less area of Asbestos shed measuring 1000 Sft. more or less appertaining to C.S. Khatian No. 2533, Part of C.S. Dag No. 4439 and 4440 of Mouza Behala, Touzi No. 47BI, P.S. Behala, Being the Calcutta Municipal Corporation Premises No. 18, Pathak Para Road, Calcutta-700060, known as C.M.C. Holding No.

196, Pathak Para road, Behala, Calcutta-700060, in ward No. 132, Sub-Registry Office Behala, within the District of South 24-Parganas, which is annexed site plan depicted by RED border lines, and the said property butted and bounded as under :-

ON THE NORTH: Private Boundary wall with

ON THE SOUTH: 20'ft. common passage,

ON THE EAST : Land along with Shed of Sri Gautam Roy,
present Tenant Uttam Saha,

ON THE WEST : Land along with shed of Sri Gautam Roy.

IN WITNESS WHEREOF the Vendor hereto has hereunto set and subscribed his hand on the day, month and year first above written:-

SIGNED, SEALED AND DELIVERED

By the Vendor at Calcutta

In the presence of:-

1. *Manoj Kumar Roy*
s/o. late S. N. Roy
4/1, Raj Bahadur A.C.
Roy Road, Cal. 700034.

M. C. Roy

VENDOR:

2. *Pradyumn Prasad Roy*
s/o. late S. Pradyumn Roy
16 B, N. B. Street, Cal. 700026

RECEIVED of and from within the named purchaser the sum of Rs. 1,00,000/- (Rupees One Lakh) only paid by the Purchaser to the Vendor as per memo below:-

MEMO OF CONSIDERATION

By Draft No. 453800 on Punjab National .. Rs. 70,000-00
Bank, dated 13.04.2000.

By Draft No. 453782 on Punjab National .. Rs. 30,000-00
Bank, dated 28.03.2000.

Total Rs. 1,00,000-00

WITNESSES :-

1. *Tapas Bose*
20/37 B.B. Ghosh, Serani
Cal-67

Sukla Ray

VENDOR :

2. *Pradip Banerjee*
s/o. Late S. Pradip Banerjee
16B, N. B. Street
Calcutta - 700026

Drafted by me:-
Sukla Ghosh
ADVOCATE,
SUKLA GHOSH,
Alipore Court,
Calcutta-700027:

Typed by me:-
Tapas Kumar Santra
Tapas Kumar Santra,
Alipore Police Court,
Calcutta-700027:

SITE PLAN AT PREMISES NO-18 PATHAK PARA ROAD HOLDING
NO-196 WARD NO-132, UNDER C.M.C. C.S-KHATIAN NO-2533
PART OF C.S. DAG NO-4439 & 4440 OF MOUZA-BEHALA. TOUZI NO
4781 P.S-BEHALA. DISTRICT - 24 PARGANA SOUTH.

VENDER - SRI SUBIR ROY

VENDEE - SRI NARINDER NATH KHATRI

SCALE - 1:120



LAND OF BISWNATH OJHA & ROOP NARAYAN OJHA.

LAND ALONG WITH SHED OF SRI GOUTAM ROY
PRESENT TENENT - MR. GUPTA.
32'-7"



LAND AREA - 2K-9CH-2SET.
WITH ASBESTER SHED.

LAND OF GOUTAM ROY PRESENT TENENT
UTAM SAHA.

20'-0" WIDE ROAD.

Subir Roy

Dipak Das

DIPAK DAS
C.M.C. Authorized L.B.E.
No. 891 (II)
91A/25, B. In. Saha Road, Cal-58

SIG. OF L.B.E.