



0200 529522

*16.5
Pl. Producer
Paper
etc.*

S/S. of (S) of the W. E. Prevention of undue valuation of instruments Rule 1394
 Market Value Assessed Rs. 12,45,000 -
 Besist Stamp duty of Rs. 86800 -

*23/09/08
Behala*

23/4/13
24-000
 Stamped & exempted. 2008
 Stamp duty of ...
 Act. 1987 & amended
 No. 23 J.H. 14

Exempted vide G. O. No. 2331 F.T. dt 23/12/08-2338 F.T. dt 23/12/08 on SD Rs. 52120/- & on Registration Fee Rs. 7293

[Signature]
 District Sub-Registrar-II
 Alipore, South 24 Parganas
 23/09/08

*A 2629
 H 28
 E 7
 R 3
 M 2
 2675*

D.F. 7273

THIS DEED OF INDENTURE made this the 16th day of June 2003, **B E T W E E N** (1) SRI SUBIR ROY,
 (2) SRI GAUTAM ROY, both are the sons of Late Sailendra Nath Roy, both residing at 4/1, Rai Bahadur A. C. Roy Road, Police Station- Behala, Kolkata- 700 034,
 District : 24 Parganas (South) hereinafter jointly referred to as **V E N D O R S** (which expression shall unless excluded by or repugnant to the context be



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deemed to includes their heir/heirs executor/s
administrators and assigns).

A N D

SRI BRIJ SHYAM GUPTA, son of Late Ram Bilash Gupta,
by faith Hindu, by occupation - Business, residing
at 23B, Dwijen Mukherjee Road, Police Station - Behala,



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Kolkata - 700 060, hereinafter referred to as
PURCHASER (which expression shall unless
 excluded by or repugnant to the context be deemed
 to includes his heir/s executor/executors, adminis-
 trator/s and assigns).



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W H E R E A S the paternal Grand-father of the First Party/Vendors namely Late Amarendra Nath Roy was the Original recorded owner of the property lying and situates at Mouza Behala, J.L.No.2, R.S.No.346, Touzi No.47BI, bearing C.S.Plot No.4439, 4440, 4441, 4442, 4443, C.S. Khatian No.2533 alongwith other properties.



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AND WHEREAS during his life time the said Amarendra Nath Roy executed and registered a Deed of Family Settlement in respect of his entire estate lying and situates in different Mouza, Dag and Khatian.

AND WHEREAS in the said Deed of Family Settlement, Sailendra Nath Roy (now deceased) the only son of



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said Amarendra Nath Roy was the sole trustee of the entire estate as described in the said deed of family settlement executed and registered on 8.3.51 registered at the Sub- Registration Office at Behala, District 24- Parganas bearing Book No.I, Volume No.8, Pages 282 to 291 being No.412 for the year 1951.

contd....

AND WHEREAS in terms of the registered deed of family settlement the said Sailendra Nath Roy started to look after the family affairs as well as the affairs of the properties as sole trustee in terms of the said settlement deed.

AND WHEREAS it was specifically mentioned in the said Deed of family settlement that the daughter of the settlor, (Amarendra Nath Roy) Smt. Sudha Rani Devi will get a sum of Rs.250/- per month during her life time, and his grant sons namely Sri Subir Roy and Sri Gautam Roy, (Vendor's herein) shall get Rs.250/- along with enter educational expenses and the trustee, (Sailendra Nath Roy) shall give marriage of the then grand daughter, Smt. Mandira Devi, Parvati Devi as well as if any grant daughter born after the said Deed of Settlement. It was also stated in the said registered Deed of Family Settlement that after the demise of the sole trustee i.e. Sailendra Nath Roy all the properties of the said Deed of Settlement shall vest absolutely to *his son Subir Kumar Roy of any other sons that may born,* in equal share. Be it mentioned here that after the said deed of Trust Vendor No.2, Gautam Roy born, and entitle to get equal share with his brother Subir Roy, interms of the said deed.

Sailendra Nath Roy

Alka

AND WHEREAS during the life time of the sole trustee Sailendra Nath Roy, the said trustee has acted all the acts which was given upon his by the said deed of Trust.

The said Smt. Sudha Rani Devi is still being looked after by the sons of the Trustee and all the grand daughters of the Settlor are now married and necessary functions were held in terms of the said Deed and the entire property left by said Amarendra Nath Roy by way of the Trust Deed was freed from all encumbrances whatsoever and there is no change of lien to the said properties left by Amarendra Nath Roy by way of said Deed of Trust.

AND WHEREAS said Sailendra Nath Roy has died on 23rd November 1990 and in terms of the said Trust Deed Sri Subir Roy and Sri Gautam Roy have become the sole and absolute owners of the entire estate left by the aforesaid manner.

AND WHEREAS alongwith other properties the present Vendors have got a property lying and situated at Touzi No.47BI, Mouza Behala, Police Station - Behala, Khatian No.2533, Plot No.4439, 4440, 4441, 4442 and 4443 measuring an area of 18 Bighas 5 Chittacks and after vesting some parts as well as after selling some part of portions the Vendors now retaining a part or portion or of some land which is recorded as K.M.C. Premises No.196, Pathak Para Road, as well as Postal premises No.18, Pathak Para Road, (Part) Ward No.132 within the limits of Kolkata Municipal Corporation (S.S.Unit).

AND WHEREAS the predecessor of the Purchaser herein Sri Ram Bilash Gupta (now deceased) was monthly tenant

in respect of a portion of 18, Pathak Para Road, under the Vendors herein at a monthly rental of Rs.310/- per month payable according to English Calender month. The said tenancy was on a land measuring more or less 08 Cottahs 14 Chittacks 22 Sq.ft. of land AND as the then tenant Ram Bilash Gupta failed or neglected to pay the monthly rent the Vendors herein filed a suit for eviction against said Ram Bilash Gupta. Any-how, after his demise his heirs being substituted in place of their deceased predecessor become party to the suit and began to contest the suit by taking steps.

AND WHEREAS after the demise of said Ram Bilash Gupta his heirs and successors surrendered the tenancy to the present Vendors and the present Vendors have withdrawn the eviction suit which was pending before the Ld.5th Munsif Court at Alipore.

AND WHEREAS the Vendors have granted a fresh tenancy to the Purchaser.

AND WHEREAS the Purchaser approached the Vendors to sell, transfer, convey 8 Cottahs 14 Chittacks 22 Sq.ft. of land with a structure standing thereon more particularly stated in the Schedule hereunder written to sell, transfer, convey the below schedule property at the appointed amount free from all encumbrances whatsoever.

AND after a long discussion the parties hereto entered into an 'Agreement for Sale' on 21st May 2003 on certain

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terms and condition and the Purchaser herein has paid a sum of Rs.2,40,000/- as total consideration money as stated in the Schedule hereunder written for the Schedule of property as stated hereunder.

It was agreed by and between the Parties thereto that the Purchaser shall purchase the entire land by two or three deeds of conveyance.

AND In terms of the said agreement the Purchaser has been Purchasing more or less 4 Cottahs 5 Chittacks 22 sq.ft. of with a structure of 500 sq.ft. by way of this Indenture, out of 8 Cottahs 14 Chittacks 22 Sq.ft.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement dated 21.5.03 and in consideration of sum of Rs.2,40,000/- (Rupees Two lakhs Forty thousand) only paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge) the Vendors doth hereby grant, convey and transfer ALL THAT the piece or parcel of land measuring 4 Cottahs 5 Chittacks and 22 sq.ft. more or less together with 500 sq.ft. structure standing thereon at the said premises, more fully and particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said land structure hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHERWITH all yards, courtyards, areas,

sewers, drains, ways, paths, passages, common fences, walls, water, water-courses, lights, rights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said land structure hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND all the estate, right, title, interest, appurtenant thereto And all the estate, right, title, interest, claim and demand whatsoever of the Vendors into or upon the said land and structure of the said premises or any part thereof TOGETHERWITH all deeds, pattahs, and muniments of title whatsoever in anywise exclusively relating to or concerning the said land and structure of the said premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom they or any of them may procure the same without any action or suit TOGETHER - WITH the benefits of all covenants relating to any deeds pattahs and muniments of title whatsoever in any way relating to and concerning the said land and structure of the said premises or any part thereof TO HAVE AND TO HOLD the said 4 Cottahs 5 Chittacks 22 sq.ft. of land and structure of the said premises hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser absolutely and for ever and the Vendor doth hereby covenant with the Purchaser that NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly and absolutely

contd....

seized and possessed of or otherwise well and sufficiently entitled to the said and structure of the said premises hereby granted, transferred and conveyed or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner of condition use or other thing whatsoever to alter defeat encumber or make void the said and that NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has not in himself good right and full power of grant the said 4 Cottaks 5 Chittacks 22 Sq.ft. of land and structure of the said premises hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably — and quietly possess and enjoy the said land and structure of the said premises and receive the rents, issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or quitably claiming or under in trust for him from or under any of its ancestor or predecessors-in-title and That free and clear and freely and absolutely discharges saved harmless and kept indemnified against all estate and encumbrances created by the Vendor or any person or persons having or lawfully or equitably any estate or interest in the said 4 Cottaks 5 Chittacks 22 sq.ft. of land and structure of the said premises or any part thereof from under or in trust for the Vendor shall and will from time to time at all times hereafter at the request and costs of the Purchaser doth and execute or cause to be done or executed all such

concl...

acts deeds and things whatsoever for further and more perfectly assuring the said land and structure of the said premises and to use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land with structure having a tin shed measuring an area of 500 sq.ft. little more or less standing thereon measuring an area of 4 Cottahs 5 Chittacks 22 Sq.ft. within Mouza Behala, Touzi No.4781, J.L.No.2, having C.S.Khatian No.2533, Dag Nos.4436,4440 (Part) within Police Station Behala, Sub-Registry Office Behala, bearing (Part of) Postal premises No.18, Pathak Para Road, within K.M.C. Ward No.132, as well as being K.M.C. Premises No. (Part of) 196, Pathak Para Road, having postal premises no.18, Pathak Para Road, the said property is butted and bounded as follows :-

ON THE NORTH : S.B.Eng.

ON THE SOUTH : 20' wide passage & rest of the tenanted
the
portion of land of the Purchaser.

ON THE EAST : Warendra Nath Ahetri.

ON THE WEST : ~~BOGHI SEN~~ FABRICO.

The portion transfer, conveyed by this deed is bordered with RED ink and the transferred portion is out of 8 Cottahs 4 Chittacks 22 Sq.ft.

contd...

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

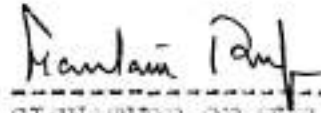
SIGNED, SEALED & DELIVERED

in the presence of :-

WITNESSES

1. Rajeshwar Prasad Singh
9 Pathank Lane Rd. Behala
Kolkata-60

2. Brijkumar Das
118/1A D-H Road Kolkata-60
(Behala)



SIGNATURE OF THE VENDORS

Brij Kumar Das

SIGNATURE OF THE PURCHASER.

Scheduled of Documents handed over to the Purchaser.

- 1) Attested xerox copy of the Trust Deed executed by Amarendra Nath Roy dated 8.3.51.
- 2) Attested xerox copy of Tax bill.
- 3) Original deeds are not handed over to the Purchaser as other properties are attach to the said deed.

RECEIVED a sum of Rs.2,40,000/- (Rupees Two Lakhs Forty thousand) only by draft No.000275 dated 19.5.2003.

H.S.B.C.

1) 
2) 

WITNESSES

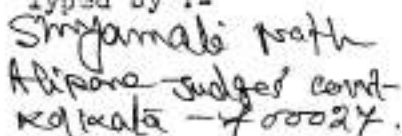
1. Rajashree Prasad Singh
9 Park Lane Road
Behala Kol-60
2. Rajkumar Shauk
118/A D.H Road KOL-60
(Behala)

Drafted by :



Advocate,
Alipore Judges' Court,
Kolkata-700 027.

Typed by :-

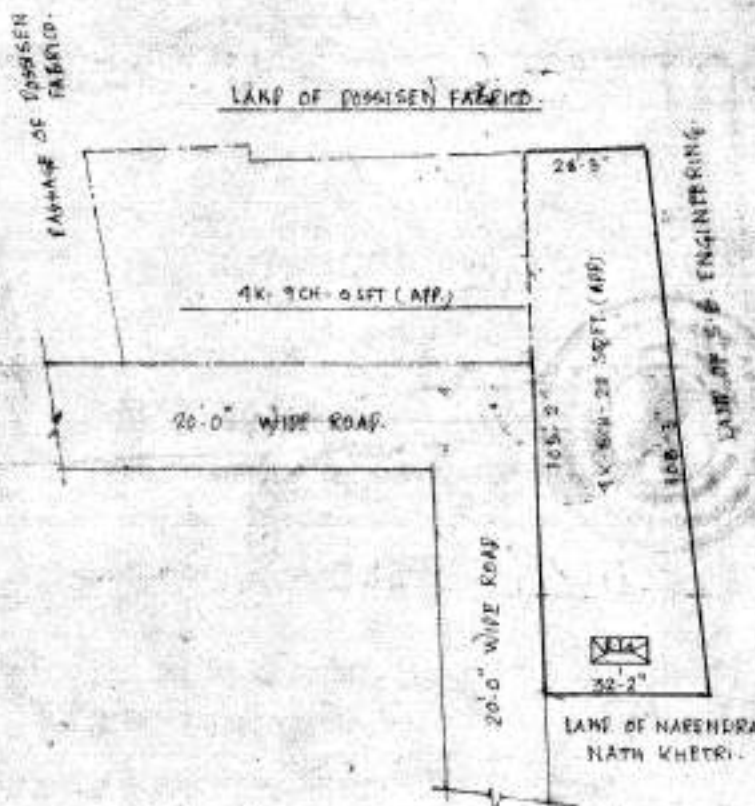
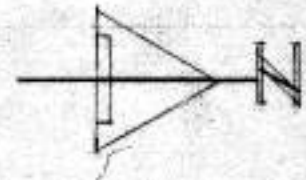

Alipore Judges' Court
Kolkata - 700027.

SIGNATURE OF THE VENDORS.

SITE PLAN AT C S PLOT NO 4+39, 4440, OF
 MOUZA-BEHALA, KHATIAN NO 2533, TOUZI NO-
 47BI, WARD NO-132, AT PREMISES NO-196,
 AND BEARING POSTAL PREMISES NO-18, PATHAK PARA
 ROAD KOLKATA-700060. PS-BEHALA UNDER KMC(S.S. UNIT)
 DIST-24 PRGS. (S)

AREA OF LAND = 1K-5CH-22 (APP) (APP)
 (AREA OF LAND BOUNDED BY RED COLOUR)

SCALE - 1" = 32'-0"



SELLER: M. Ray
 1. SRI SUBIR ROY

M. Roy
 2. SRI GOUTAM ROY

Brij Shyam Gupta
 PURCHASER: BRIJ SHYAM GUPTA

Kallu Ghosh
 KALLU GHOSH
 L.S. No. - 1061(I) C.M.C.
 10/18, Roy Bahadur Road,
 Howrah - 71

TRACED BY:
 DINESH SHARMA
 1/2A D.H. ROAD, KOL-38

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 106
Page from 9785 to 9807
being No 02163 for the year 2008.



(Anima Sinha) 22-February-2012
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. II SOUTH 24-PARGANAS
West Bengal

