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भारतीय गैर न्यायिक

D0401 दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

V/C N- 941/11

पश्चिम बंगाल WEST BENGAL

44AA 924700

7199/2011

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar
of Assurances-I, Kolkata
05.5.11

THIS DEED OF ASSENT made this 4th day of May....., Two

Thousand Eleven **BETWEEN BIMAN DHAR**, son of Late Bimal Kanti Dhar, residing at Flat No.8, 1A, Palm Place, Police Station Karaya, Kolkata-700 019 AND **NIKHILESH CHANDRA ROY**, son of Late Nihar Chandra Roy, residing at Flat No:9, 1A, Palm Place, Kolkata-700 019 and also at Flat No.8, 10, Judges Court Road, Kolkata-700 027, being the Executors to the estate of Bimal Kanti Dhar, deceased, hereinafter jointly referred to as the **EXECUTORS** (which expression shall unless excluded

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by or repugnant to the subject or context be deemed to mean and include their respective successor or successors in office) of the **ONE PART AND** the said **BIKRAM DHAR**, son of Biman Dhar, residing at the said Premises No.1A, Palm Place at Flat No.8, Police Station Karaya, Kolkata-700 019, hereinafter referred to as the **BENEFICIARY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART** :

WHEREAS :

A. One Bimal Kanti Dhar who was a Hindu and governed by the Dayabhaga School of Hindu Law was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Premises No.14B, Regent Estate, Kolkata-700 040, within the District of South 24-Parganas (hereinafter referred to as the said property).

B. The said Bimal Kanti Dhar died on the 25th day of December, 1993 after making and publishing his last Will and Testament dated the 6th day of May, 1993.

C. In the said last Will and Testament dated the 6th day of May, 1993, the said deceased appointed Prasanta Kumar Dutta, Biman Dhar, Nikhilesh Chandra Roy and Lieutenant General Pradip Sikha Roy as the Joint Executors of his said last Will and Testament.

D. The said Prasanta Kumar Dutta, Biman Dhar and Lieutenant General Pradip Sikha Roy, being the three of the Executors of the said Will of the said deceased had duly applied for obtaining the grant of Probate of the said last Will and Testament of the said Bimal Kanti Dhar deceased from the Hon'ble High Court at Calcutta being Matter No.27 of 1995.

E. The said application for grant of Probate of the Will of Bimal Kanti Dhar deceased was contested by his widow Manjuri Dhar and two daughters Sukla Roy and Indira Banerjee and the said Testamentary proceedings were transferred to Testamentary Suit No.2 of 2008.

F. During pendency of the said Testamentary Suit No.2 of 2008 two of the executors and applicants for grant of probate namely, Prasanta Kumar Dutta and Lieutenant General Pradip Sikha Roy died leaving behind the other two executors named in the said Will of the Deceased, namely, Biman Dhar and Nikhilesh Chandra Roy.

G. Ultimately all the disputes between the parties to the said Testamentary Suit No. 2 of 2008 were settled and the death of the said two executors Prasanta Kumar Dutta and Lieutenant General Pradip Sikha Roy was recorded in the Terms of Settlement dated 30th April, 2010 and kept in the Record of Court of the Hon'ble High Court at Calcutta and filed on 30th April, 2010 before the Hon'ble Justice Maharaj Sinha when the Court was pleased to pass decreed and disposed of the said Testamentary Suit No.2 of 2008 by passing the order for grant of

Probate of the Will of the deceased, Bimal Kanti Dhar dated 6th May, 1993 to the said Executors named herein and the Terms of Settlement was kept in the record.

H. On the basis of the said decree/order, the Hon'ble High Court at Calcutta was pleased to issue grant the Probate of the said last Will and Testament of the said Bimal Kanti Dhar, deceased dated 6th May, 1993 in favour of the said surviving Executors, Biman Dhar and Nikhilesh Chandra Roy and the said grant of Probate was issued on 16th August, 2010 by the Hon'ble High Court at Calcutta.

I. Upon obtaining the aforesaid grant of Probate of the Will of Late Bimal Kanti Dhar, the property left by the deceased have devolved upon the Executors herein.

J. By the said Will, the said Late Bimal Kanti Dhar it was provided as follows:-

" (5) I give devise and bequeath my immoveable properties in the manner as follows:-

b) To my grandson, Shri Vikram Dhar (son of my son, Shri Biman Dhar), my house with land being premises No.169, Netaji Subhas Chandra Bose Road, Tollygunge, Calcutta-700 040 (also known as 14B, Regent Estate) absolutely and forever. Although the said premises is standing in the name of my wife, Smt. Manjari Dhar, I am, in fact, the absolute owner thereof and this Will be evident from my declaration

made to the Income Tax Authorities and my tax assessment from the very beginning and also from the declaration made by my wife Smt. Manjari Dhar on 23rd February, 1942 and registered in Book No.I, Volume No.25, Pages 167 to 171, Being No.593 for the year 1942 at the office of the District Sub-Registrar, Alipore, 24-Parganas.

K. The said Bikram Dhar, the Beneficiary herein was mentioned in the said Will of the deceased as Vikram Dhar, son of Biman Dhar in paragraph 5, Sub-Paragraph (b) as stated above.

L. The Beneficiary has requested the Executors herein to assent to administration in respect of the said property in terms of the said Will and Probate granted to the Executors herein so that the Beneficiary can inherit the property fully described in the Schedule below absolutely and forever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the provisions of the said Will and grant of Probate and in order to give full and complete effect to the wish and desire of the said Bimal Kanti Dhar, the deceased, the Executors herein do hereby and hereunder assent to the legacy in respect of the said property as provided under the said Will with interest and divest themselves from and vest the same to the said Beneficiary to all intents and purposes and for that the grant transfer convey assent assign and assure unto and in favour of the said Beneficiary All That property more fully and particularly described in the Schedule hereunder written and delineated in the map or plan

annexed hereto **TO HAVE AND TO HOLD** the same absolutely and forever **AND THAT** the said Executors do hereby covenant with the Beneficiary that the said Executors have not done executed or performed nor suffered anything to the contrary whereby or by reasons or means whereof the said property or any part thereof may be in any way affected or prejudiced in title or estate or that the said Executors may be hindered or prevented from granting, transferring conveying assigning or assuring the same unto and to the use of the said Beneficiary in the manner heretofore indicated and further that the said Executors have at any time heretofore given or made any assent or conveyance effecting the said property or any part thereof in favour of any other person or persons nor expressed or intended to and furthermore the Executors acknowledge the right of the Beneficiary as to production of the original Probate and inspection or copy thereof as may be required.

The Beneficiary has accepted this assent and/or transfer by executing his name below.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of land held in Mourashi Mocarari tenure being the Premises No. 125/1, Russa Bansdhani Road (formerly portion of the plot No.14B of the Regent Estates Limited) 169, Netaji

Subhas Chandra Bose Road, Kolkata-700 040, containing by admeasurement an area of 17 Cottahs 3 Chittacks 11 Sq. Ft. more or less that is to say .284 acres together with partly two and partly three storied brick built building an area 2834 Sq. Ft. in the Ground Floor, 2834 in the First Floor and 1300 Sq. Ft. in the Second Floor standing thereon containing two Bed Room one dining room one leaving room two bath and privy one kitchen one panty one verandah and one lounge in both the ground floor and first floor and two Bed Room two bath one stories one verandah and open terrace on the northern side of second floor and staircase from ground to second floor and two garage and pump room 810 Sq. Ft. on the south western side of the said land and one Darwan Room one Mali's Room with bath and privy on the North Western corner of the said land in the ground plus two rooms each on the first and second floor situate lying at in Mouza Shibpur Touzi No.151 of 24-Parganas Collectorate, Pargana Khaspur Thana Sadar Tollygunge within the municipal area Tollygunge Sub-Registry Alipore in the district of 24-Parganas the relevant Khatian numbers and C.S.Dag numbers with their respective areas and boundaries comprising the said plot appear below :

Touzi No.	Mouza	Khatian No.	C.S.Dag No.	Area	Nature	Northern Boundary
151 Chota Hudda	Shibpur	155	777	.150 acres	Danga	Dag No.423
- Do -	- Do -	56	780	.134 acres	Sali	Dag No.779
			Total :	.284 acres		

The above premises No.125/1, Russa Bansdhani Road (formerly portion of the plot No.14B of the Regent Estates Ltd.) appertains to Mourashi Mokarari tenure created by the proprietor of Touzi No.151 (Chota Hudda) amalgamating two different plots of land recorded in different khatians of the finally published Record of Rights of Mouza Shibpur for the entirety of which annual rent of Rs.489/- is payable to Rai Dwarkanath Chakravorty Bahadur of No.107, Ashutosh Mukherjee Road, Bhowanipore. The proportionate rent for the said Premises No.125/1, Russa Bansdhani Road is Rs.3/- which is not payable as the Regent Estates Ltd. has paid 30 years' rent in advance at a time to the said Rai Dwarkanath Chakravorty Bahadur, butted and bounded as follows :-

- ON THE NORTH** : Partly by Plot No.P/5/8 and partly 171.
- ON THE SOUTH** : Partly by Plot No.167 and partly by Netaji Subhas Chandra Bose Road.
- ON THE EAST** : By Netaji Subhas Chandra Bose Road.
- ON THE WEST** : By Plot No.P/5/8.

and fully delineated in the map or plan annexed hereto.

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their hands and seals the day month and year first abovewritten.

SIGNED AND DELIVERED by the said **EXECUTORS** at Kolkata in the presence of :

Dr. Ghosh.

*Sushil Roy
b.alep Pas-abhi S.
kal - 1*

SIGNED AND ACCEPTED by the **BENEFICIARY** at Kolkata in the presence of :

Dr. Ghosh.

Sushil Roy

Dated by.



















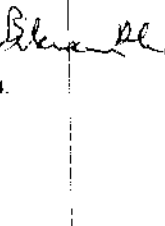
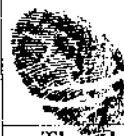
















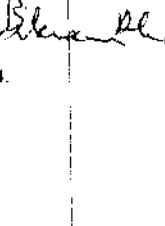
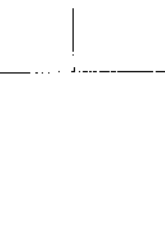
*Debjan Ghosh
Adv. H.C.
Cal.*

*Anjan Dhar
(BINAY DHAR)*

*Nikhil Chandra Roy
(NIKHILESH CHANDRA ROY)*

*Bikram Dhar
(BIKRAM DHAR)*

SPECIMEN FORM FOR TEN FINGERPRINTS

1.		<i>Amir Khan</i>					
			Little	Ring	Middle (left)	Fore Hand	Thumb
							
			Thumb	Fore	Middle (right)	Ring Hand	Little
							
			Little	Ring	Middle (left)	Fore Hand	Thumb
							
			Thumb	Fore	Middle (right)	Ring Hand	Little
3.		<i>Mulla Ali</i>					
			Little	Ring	Middle (left)	Fore Hand	Thumb
							
			Thumb	Fore	Middle (right)	Ring Hand	Little
4.		<i>Blair</i>					
			Little	Ring	Middle (left)	Fore Hand	Thumb
							
			Thumb	Fore	Middle (right)	Ring Hand	Little



**Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata**

**Endorsement For Deed Number : I - 03813 of 2011
(Serial No. 03365 of 2011)**

Payment of Fees:

04/05/2011

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17.30 hrs on :04/05/2011, at the Private residence by Biman Dhar , one of the Executants.

Commission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 04/05/2011 by

Biman Dhar, son of Lt. Bimal Kanti Dhar , Flat No:8, 1 A, Palm Place, CALCUTTA, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Others

Nikhilesh Chandra Roy, son of Lt. Nihar Chandra Roy , Flat No:9, 1 A, Palm Place, CALCUTTA, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Others

Bikram Dhar, son of Biman Dhar , Flat No:8, 1 A, Palm Place, CALCUTTA, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Others

Identified By Sujit Roy, son of Lt. M. M. Roy, 6, Old Post Office Street, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

05/05/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

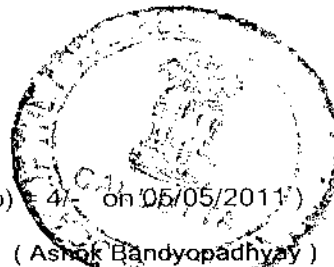
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 62(e) of Indian Stamp Act 1899.

Payment of Fees:

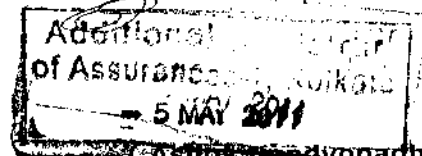
Amount By Cash

Rs. 73/-, on 05/05/2011

Under Article : ,E = 7/- ,I = 55/- ,M(a) = 7/- ,M(b) = 4/- on 05/05/2011



(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

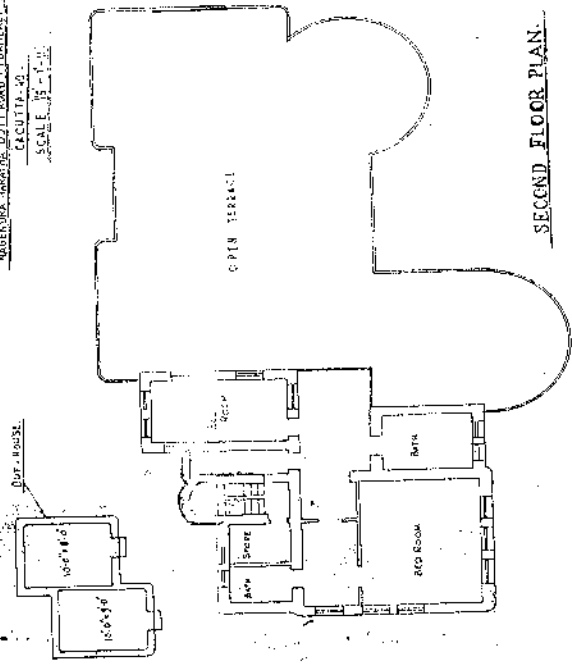


(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

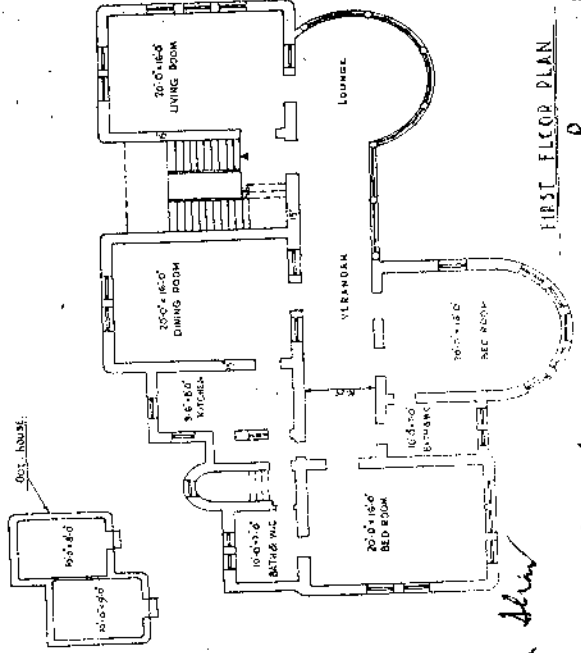
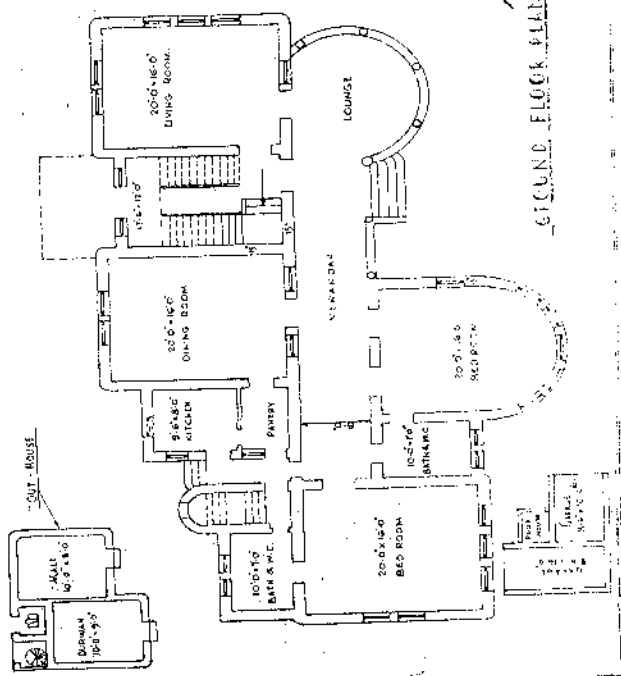
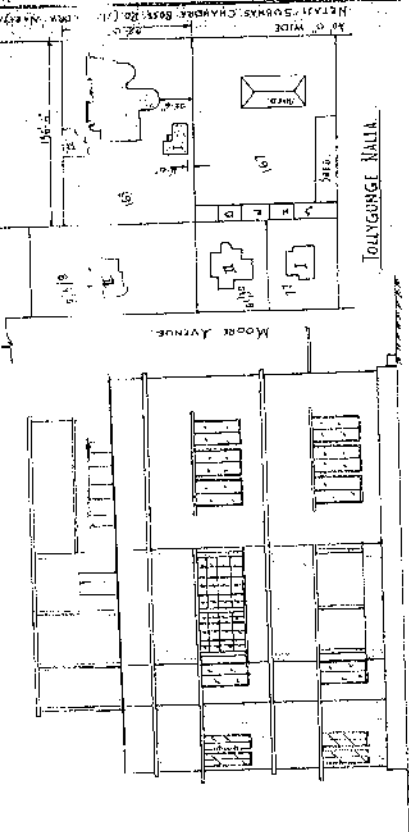
PLAN OF 169, METAJI SUBHAS CHANDRA BOSE ROAD,
MUMBAI. HERBERT DUTT ROAD, FORMERLY, THE RESIDENT ESTABLISHMENT.

SCALE 1/8" = 1'-0"

OUT-HOUSE



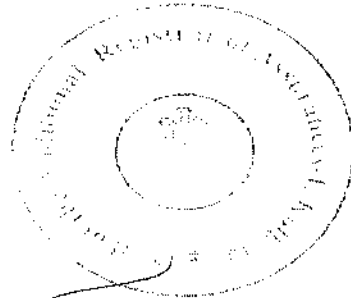
ROAD SIDE ELEVATION



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 6257 to 6272
being No 03813 for the year 2011.



(Ashok Bandyopadhyay) 10-May-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A-I KOLKATA
West Bengal

DATED THIS 4th DAY OF *May*..... 2011
#####

B E T W E E N

BIMAN DHAR & ANR.
...EXECUTORS

- A N D -

BIKRAM DHAR
.. BENEFICIARY

DEED OF ASSENT

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.