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200 Rs.



Admissible under Regn. rule 2.
Duly stamped under the Indian
Stamp Act 1899 as amended by
Act III of 1922 and section 81
of the Calcutta Improvement
Act, 1911 Schedule

Stamp Duty Paid under the
Indian Stamp Act, 1899

Amended in 1922
Additional duty under the
Calcutta Improvement Act, 1911

25

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35.00

Debendra Prasad

Gab. Registrar Alipore

15/12/62

THIS INDENTURE OF SALE made this 14th day of

December in the year of Christ one thousand nine hundred and
sixty-two B E T W E E N (1) SHRI NALINI KANTA DAS, son of
late Rajani Kanta Das A n d (2) SHRI NIHAR RANJAN ROY, son of
Shri Debendra Kishore Roy, both by faith Hindu by profession
service-holders residing at 27, Babu Bagan, Dhakuria P.S. Tolly-
gunge Sadar District 24-Parganas, Calcutta - 31 hereinafter
called the VENDORS (which expression includes their heirs,
executors, administrators, representatives and assigns of the

ONE -

P.S. Tolly

7390

112-58

147.75

260.125

260.58

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N -

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Nalini Komta dey.

Presented for registration at
 A.M. or P.M. on the day 15th
 of Dec 1962 at the office of
 the Sub-Registrar, Alipore, under
 Nalini Komta dey.
 a Power of Attorney No
 for 1962 authenticated by the

Debabhuprasan
 Sub-Registrar Alipore
 15/12/62

Executed by
 ① Nalini Komta dey
 s/o Rajani Komta dey
 ② Nihon Ranjan Roy
 s/o Debendra Krishna Roy
 27 Babu Bagam
 P. S. Talliguda 31

Nalini Komta dey.

12219

Nihon Ranjan Roy

12220

Debabhuprasan

Debabhuprasan
 Sub-Registrar Alipore
 15/12/62

Khagendra Kumar Somor.

Debabhuprasan
 Sub-Registrar Alipore
 15/12/62



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ONE PART A N D SHRIMATI NIVEDITA GHOSH, wife of Shri Nihar Kumar Ghosh, by faith Hindu by profession house-wife residing at 30-B, Kankulia Road, P.S. Ballygunge, District 24-Parganas, Calcutta - 19 hereinafter called the PURCHASER (which expression includes her heirs, executors, administrators, representatives and assigns) of the OTHER PART

W H E R E A S all that piece and parcel of land measuring more or less 3 three Cottahs 1 one Chittacks 12 twelve Square feet comprising plot No. 5 (five) of a Scheme of small - plots laid out by the Vendors' predecessors-in-interest (that is Vendors' Vendors) pertaining to C.S.Dags No. 285

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ଓଫିସ୍
ଆମ୍ଭାପୁର

ଫାଲ୍‌ଗୁନ ୨୫୩୦, ଗୁରୁବାର - ୧୦୦୦୨୧



Sub-Registrar Alipsa

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and 283/527 of Khatian No. 142, J.L. No. 32, Touzi No. 56, Mouza Naktala, Pargana Khaspur, P.S. Tollygunge Sadar District 24-Parganas now within the Municipal area of the Calcutta Corporation and to 24, Naktala Lane fully described in the schedule hereunder given and other lands of various other C.S. dags of different Khatians within the said Mouza Originally belonged jointly to one - Sk. Madhab Mondal and another Sk. Umedali Mondal of the same Mahomedan family in equal shares, that is, 8 eight annas each AND WHEREAS in course of time the heirs and successors in the line of said Madhab Mondal, that is, Sahebjan Mondal and others as plaintiffs -

instituted..

ক্রমিক নং.....৩৫৭.....

ফেডার নং.....৩০১৪.....

সালি.....৩০১৪.....

থানা.....কুমিল্লা.....

কলা-২

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আলিপুর জমি কোট, কলিকাতা-৭০০০২৭



Sub-Registrar Alipa

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instituted a partition suit on 9.4.56 in the Third Court of Sub-Judge at Alipore, 24-Parganas, being Title Suit No. 21 of 1956 against the heirs and successors in the line of said Umedali Mondal, that is, Abdul Latif Mondal and others as defendants for partition of the aforesaid undivided properties by metes and bounds and during the pendency of the suit, said Abdul Latif Mondal having died, his heirs and successors, who are the vendors of the VENDORS hereto, were substituted in his place as defendants Nos. 1 (Ka) to 1 (Chha) and the suit was finally decreed on 7.2.58 (the decree being signed on 1.5.58) in terms of an Award dated 7th. July 1958 of the Arbitrator, Shri Janendra Nath De that allotted to those defendants Nos. 1 (Ka) to 1 (Chha) 0.574 Acre of land from C.S. Dags Nos. 464, 282, 283, 285, 284 and 527 marked specifically as XII and shown in saffron border in the Pattition Plan enclosed as annexure 'B' thereto, the Award forming a part of the decree AND WHEREAS in pursuance of the said decree said defendants Nos. 1 (Ka) to 1 (Chha) got possession of the land of their specific allotment by metes and bounds and with the help of one Anil Kumar Lahiri laid out a Scheme of small plots numbering 1 (one) to 7 (seven) with portions of land of the aforesaid Partition Plot No. XII of C.S. Dags Nos. 282, 283, 285 and 527 at Mouza Naktala forming and now known as Corporation holding No. 24 Naktala Lane, P.S. Tollygunge Sadar, District 24-Parganas AND WHEREAS by a registered deed of sale dated 14.3.61 (recorded with S.R. Alipore Sadar

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in Book 1 Vol. 38 pages 212 to 219, being No. 2145 of 1961) the afore mentioned defendants 1(Ka) to 1(Chha) with said Anil Kumar Lahiri as a confirming party sold for a valuable consideration the plot No. 5 of their Scheme mentioned above containing 3 Cottahs 1 Chittacks 12 Sq.ft. of land particularly described in the schedule given hereunder to the Vendors hereto after having a guardian appointed for the minors among themselves under Act VIII Case No. 80 of 1960 on 2.12.60 and permission granted to sell the Minors' shares under a permission Case being Misc. Judicial Case No. 261 of 1960 on 17.12.60 and the draft of the Conveyance Deed approved by the Court of the District Judge of 24-Parganas at Alipore and by attaching to the deed itself a sketch map of their above scheme of small plots delineating and showing therein the plot No. 5 of the scheme sold in red colour AND WHEREAS since the 14th. day of March 1961 the Vendors hereto are in exclusive possession of the said land of the said plot No. 5 rent free and of Raiyat Sthitiban right and have applied for mutation of their names and separation of the holding with the Corporation of Calcutta AND WHEREAS the Vendors now being desirous of selling their said plot No. 5 purchased by the aforementioned registered sale-deed dated 14.5.61 described in the schedule thereof and more specifically delineated and shown in red colour in the sketch map attached thereto have proposed to sell the same to the Purchaser AND WHEREAS the Purchaser has agreed to purchase the said plot No. 5 of land measuring more or less 3 cottahs -

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1 Chittack 12 Sq.ft. described further particularly in the Schedule given hereunder at the price of Rs. 7390/- (Rupees seven thousand three hundred and ninety only) calculated at the rate of Rs. 2400/- rupees two thousand and four hundred per cottah only NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 7390/- (Rupees seven thousand three hundred and ninety only) being the price calculated at the rate of Rs. 2400/- per cottah only paid by the Purchaser to the Vendors as detailed in the "Statement of Consideration paid" appended hereunto, the receipt whereof the Vendors do hereby acknowledge, the Vendors do hereby convey to the Purchaser free from all incumbrances ALL THAT piece or parcel of land in Raiyat Sthitiban and Niskar right containing 3 cottahs 1 chittack and 12 sq.ft. of land with all trees, sewers, ways, water courses, liberties, privileges, easements and appurtenances whatsoever belonging thereto or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto, more fully described in the schedule hereunder and being plot No. 5(Five) as delineated and shown in red colour in the sketch map attached to the Vendor's Deed of Conveyance of sale dated 14.3.61 aforesaid and mentioned below in the Schedule of documents and ALL the Estate, right, title, interest, claim and demand whatsoever of the Vendors in or to the property hereby conveyed and every part thereof to HOLD the same to the Purchaser absolutely A N D the Vendors do hereby agree to produce in any court of law or Municipal

or..



[Signature]
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or any other office all deeds, evidence and writings now in their possession and custody relating to the title or the Vendors to the property hereby conveyed AND the Vendors do hereby agree with the Purchaser that they and all persons claiming under them at all times hereafter and upon reasonable request and at the cost of the Purchaser shall do and execute or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof to the Purchaser and placing her in possession of the same according to the true intent and meaning of this deed A N D the Vendors do also hereby agree to save harmless and keep indemnified the Purchaser from and against all losses, damages, acts or expenses which she may sustain or incur by reason of any lawful claim being made by any body whatsoever to the said property or in respect of arrears of rate due thereof A N D the Vendors do also hereby further agree with the Purchaser and declare that they have not in any way encumbered the property purported to be conveyed by this deed of sale and described in the schedule below and they have also not done or been party to any act whereby the said property is or may be under any charge in title, claim, estate or otherwise howsoever or whereby the Vendors are prevented from conveying or assigning the said property or any part - thereof in the manner herein appearing by virtue of this deed and that the said property is not subject to any

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attachment of Court or charged in any manner whatsoever and that no trust of any kind has been created in respect of the same and that the said property is absolutely free from encumbrances of any kind whatsoever and is not under any acquisition by the Government AND the Vendors do further declare that they have this day delivered vacant and peaceful possession of the said property to the Purchaser and the said Purchaser, her heirs, executors, successors, administrators, representatives and assigns shall and may at all times peacefully quietly possess and enjoy the said property and profits thereof without interruption, claim or demand whatsoever from or under or on behalf of the Vendors and that free from all incumbrances whatsoever.

THE SCHEDULE ABOVE REFERRED TO.

(Property conveyed by this Deed of Sale).

Within District 24-Parganas, Touzi No. 56 Sub-Registry Alipore, P.S. Tollygunge Sadar all that land in Raiyat Sthitiban and Niskar right comprised within the Plot No. 5 of the annexed sketch map to the Vendors' Sale deed dated 14.3.61 mentioned in the schedule of documents below and C.S. Dags Nos. 285 and 283/527 of Khatian No. 142 J.L. No. 32 and recent Corporation holding No. 24, Naktala Lane at Mouza Naktala measuring more or less 3 cottahs 1 chittack 12 square feet having dimension measuring as follows :-

North..



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North Dimension	-	West to East ...	49'-6"
South Dimension	-	West to East ...	48'-10"
East Dimension	-	North to South...	41'-0"
West Dimension	-	North to South...	41'-8"

And bounded as follows :-

On the North - by Plot No. 6 of C.S. Dag No. 283,

On the South - by 12' wide common passage,

On the East - by 12' wide Common passage,

On the West - by C.S. Dag No. 287,

OR HOWSOEVER OTHERWISE the said land is or heretofore was situate, called, known, described or distinguished together with all trees, sewers, ways, water courses, liberties, privileges, easements, appurtenances, whatsoever thereto belonging or in any way appertaining or usually held or occupied therewith or reported to belong or be appurtenant thereto together with the right of ingress and egress through and of having the drains, cable pipes, sewers etc. and the support of electric light or connections upon and under the ground of the common passages on the South and on the East aforesaid ; the immediate superior landlords of the land hereby conveyed being Sree Nabakishore Mondal and others of Bowali.

(SCHEDULE ..



[Signature]
Kab-Registral Alipa
Bakar

15/12/62

(SCHEDULE OF DOCUMENTS HANDED OVER BY THE VENDORS)

1. Registered Kobala in original dated 14.3.61 in favour of the Vendors in respect of the aforesaid plot conveyed.
2. Certified copies of Judgement and Decree in T.S. 21 of 1956 above referred to.
3. Certified copies of records showing delivery of possession in T.Exn. Case No. 41 of 1958 in respect of the partitioned properties in T.S. No. 21 of 1956 above.

STATEMENT OF CONSIDERATION PAID.

By hundred rupee notes	- 73 x 100/-	Rs. 7300/-
By ten rupee notes	- 3 x 10/-	Rs. 90/-
Total			<u>Rs. 7390/-</u>

(Rupees seven thousand three hundred and ninety only).

IN WITNESS WHEREOF the Vendors abovenamed have hereto set and subscribed their respective hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of :-

Rames Chandra Bhattacharya
Himrajyoo Choudhury
Hank B. Huetten
V. Sankar Choudhury
Choudhury. Carl.

Nalini Kanta Das.
Nihari Ranjan Ray.

Typed by me.

On holder

Recgd. Typist, Civil Court,
Alipore.



[Signature]
Sub-Registrar Alipps
Dated 15/12/62



[Signature]
Book No. 7
Volume No. 128
Pages 291 to 298
Being No. 10045
of the Vol. 19 62

[Signature]
Sub-Registrar Alipps

Dated 17.12.62

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B E T W E E N
SHRI NALINI KANTA DAS & ANOTHER.

A N D
SHRIMATI NIVEDITA GHOSH.

INDENTURE OF SALE.

MAKHANLAL BASU, ADVOCATE, CALCUTTA.