

18702 P-214, e.9.T. 16.10.96 4-42 pm. 1 C-10 . ulage Averice ciecolly. 10 Sargery kumer. Dey sul-Sarbesmar. Dry (2) Steela Dey Work Sempil ar Dey joy Dumar Dy (3) Biswajil-Dry 8011 Dela Der Sundari Maine.

Avernue cal 14.

Berine protection 848 AR (1) REd (2) 11 mice (3) · Busine 849 Sreela Day VETT Subtrible De To subsoch ch. De. Biswajit Dry 1/0501 Subod ch. De 150 P. Mariell tala Hain Row. Cal-59 20.11.96.



00AA 609137

-:2:-

SARI BISWAJII DEY widow and son respectively of Late sanjib Kumar Dey both by faith Hindu by occupation housewife and business respectively all residing at 12, Dr.

Sundari Mohan Avenue, Calcutta - 700 014 hereinafter jointly called as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the ONE PART AND SHRI NARAYAN CHANDRA KUNDU son of Late Gopal Chandra Kundu by faith Hindu by occupation business residing at P - 214, C.I.T. Scheme No. VII - M, Calcutta - 700 054 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives...

Scanned with CamScanner

18702 Novayan ch. Kundu P-214, C. 9. T. Scheme II M. Cert-54 ... W.

16.10.96





-:3:-

representatives, administrators and assigns) of the OTHER PART.

WHEREAS at all material time Jiban Krishna
Dey, Mrityunjay Dey and Sarbeswar Dey were jointly seized
and possessed of the messuage lands, hereditaments and
premises containing an area of two bighas fourteen cottahs
eight chhitacks and thirty five square feet more or less
situate lying at and being portion of premises No. 150,
Manicktala Main Road, Police Station Manicktala, Calcutta 700 054 within the municipal limits of Calcutta Corporation
each having undivided one third share therein.



- : 4 : -

AND WHEREAS on 7th day of October, 1955 said

Jiban Krishna Dey died intestate leaving him surviving his widow Smt. Mandakini Dey and his only son Murari Mohan Dey as his heirs and legal representatives and also leaving amongst others the said undivided one third share of the said messuage land and hereditaments and premises being portion of premises No. 150, Manicktala Main Road, Calcutta-700 054.

AND WHEREAS the said Murari Mohan Dey on or about 22nd December, 1966 died intestate leaving him surviving his widow Smt. Annapurna Dey, three daughters, namely, Smt....

18702 Novayan ch Kundu P-214, C.S.T. Scheme II M. Carl-54 16-10.96 1C- 15.000 1C- 10.000 3000 3000 500

. 23050



Smt. Aparna Dey, Smt. Shibani Seal (nee Dey), and Smt. Kalpana Dey and only son Shri Shankar Nath Dey the last two named being minor under the age of eighteen years, as his heirs and legal representatives.

AND WHEREAS on 17th January, 1968 by an Indenture of conveyance made between the said Smt. Mandakini Dey, 'Smt. Annapurna Dey, Smt. Aparna Dey, Smt. Shibani Seal (nee Dey), Smt. Kalpana Dey and Shri Shankar Nath Dey, the last two named being minors, represented by their motion mother and natural guardian the said Smt. Annapurna Dey therein jointly described as the Vendors and the said Mrityunjay....



- : 6 : -

Mrityunjay Dey and Sarbeswar Dey therein described as the Purchasers jointly the said Vendors for the consideration therein mentioned granted transferred and conveyed jointly to the said Mrityunjay Dey and Sarbeswar Dey their undivided one third share in the said messuage lands hereditaments and premises being portion of premises No. 150, Manicktala Main Road, Calcutta - 700 054 fully and particularly described in the Schedule written therein absolutely forever and the said Indenture was registered in the office of the Sub-Registrar at Sealdah in Book No. I, Colume No. 5 pages 188 to 195 Being No. 83 for the year 1968.

AND WHEREAS in the event that happened said

Mrityunjay Dey and Sarbeswar Dey were thus jointly and

absolutely....

absolutely seized and possessed of the said messuage land hereditaments and premises being portion of the said premises No. 150, Manicktala Main Road, Calcutta - 700 054 in equal shares free from all encumbrances whatsoever.

and where as for more convenient and exclusive possession and better enjoyment of the said premises the said Mrityunjay Dev and Sarbeswar Dev had mutually and amicably agreed and decided to have the said property partitioned by mates and bounds into two lots.

AND WHEREAS on 20th February, 1968 by a registered Deed of Partition registered in the office of the Registrar of Assurances. Calcutta in Book No. I, Volume No. 48, pages 274 to 285 Being No. 811 for the year 1968 made between the said Mrityunjay Dey therein described as the party of the One Part and the said Sarbeswar Dey therein described as the party of the Other Part the party of the Other Part on amicable partition got absolutely in severalty the Lot "FX" being the demarcated portion of premises No. 150, Manicktala Main Road, Calcutta - 700 054 having an area of thirty six cottahs of land together with structures standing thereon fully and particularly described in the part - III of the Schedule "A" thereunder written and delineated in the map or plan annexed thereto.

AND WHEREAS thereupon on mutating and recording his name in the records of the Calcutta Corporation and on payment....

payment of all taxes and other impositions in respect of the said Lot "FX" as described in the said Deed of Partition dated 20th February, 1968 the said Sarbeswar Dey was at all material time seized and possessed of and/or otherwise well and sufficiently entitled to the said Lot "FX" being demarcated portion of premises No. 150, Manicktala Main Road, Calcutta - 700 054 which was subsequently allotted a separate premises number as 150D, Manicktala Main Road, Calcutta - 700 054 by the Calcutta Corporation.

AND WHEREAS said Sarbeswar Dey during his life time due to diverse weighty reasons had to charge and/or mortgage the said premises No. 150D, Manicktala Main Road, Calcutta - 700 054 to the United Commercial Bank, 2, India Exchange Place, Calcutta - 700 001 by depositing the Title Deed of the aforesaid premises towards security payment of the principal as well as interest thereon.

AND WHEREAS said Sarbeswar Dey died intestate on 12th January, 1985 leaving him surviving his two sons, namely, Shri Sanjay Kumar Dey and Sanjib Kumar Dey, since deceased, as his heirs and legal representatives who there-upon jointly and absolutely became entitled to the said premises No. 150D, Manicktala Main Road, Calcutta - 700 054 each having undivided half share therein.

AND WHEREAS thereafter on or about 3rd January, 1990 for releasing the said premises from mortgage as aforesaid and also for development of the premises by filling the ditches...

ditches and protect the same from any sort of encroachment by fencing on all sides the said Shri Sanjay Kumar Dey and Sanjib Kumar Dey, since deceased, therein described as the Parties of the First Part entered into an agreement with Shri Narayan Chandra Kundu therein described as the Party of the Second Part on the following terms and conditions:

- That the Second Party shall pay a sum of
 Rs. 1,75,000.00 (Rupees one lakh and seventy five thousand) only to the First Parties as loan for releasing the said premises from mortgage as aforesaid.
- ii) That after releasing the said premises from mortgage the Second Party at his own costs and expenses shall develop the said premises by filling the ditches and make the fencing on all sides and submit a detailed accounts for the same to the First Parties.
- iii) That the First Parties will pay off and/or reimburse all sums to the Second Party together with a lump sum interest of %. 75,000.00 (Rupees seventy five thousand) only within a period of five years from date.
- iv) That in default of payment as aforesaid the First Parties agreed to transfer by executing and registering a Deed of Conveyance the land the area of which will be calculated at the rate of Rs. 70,000.00 (Rupees seventy thousand) only per cottah

cottah with the sum payable as aforesaid to the Second Party.

AND WHEREAS upon receiving the said sum as aforesaid Shri Sanjay Kumar Dey and Sanjib Kumar Dey, since deceased, paid to the said United Commercial Bank the due principal sum together with accrued interest thereon and got the said premises discharged and/or released from mortgage as aforesaid.

AND WHEREAS in terms of the said agreement said shri Narayan Chandra Kundu, the Purchaser herein, incurred expenses of a considerable amount of Rs. 1,35,000.00 (Rupees one lakh and thirty five thousand) only towards the development of the said premises as aforesaid and submitted accounts for the same to said Shri Sanjay Kumar Dey and Sanjib Kumar Dey, since deceased, which was duly acknowledged by them as fair and satisfactory.

AND WHEREAS on 16th January, 1995 said Sanjib Kumar Dey died intestate leaving him surviving his widow Smt.

Sreela Dey and only son Shri Biswajit Dey as his heirs and legal representatives who thereupon jointly became entitled to the undivided half share of the said premises No. 150D, Manicktala Main Road, Calcutta - 700 054.

AND WHEREAS the Vendors are thus jointly and absolutely seized and possessed of and/or otherwise well and....

and sufficiently entitled to the said premises No.150D,

Manicktala Main Road, Calcutta -700 054 as owners thereof.

AND WHE REAS dub to acute financial difficulties
the Vendors herein could not reimburse the said sum with
accrued interest thereon aggregating to a sum of Rs.4,00,000/(Rupees four lakh) only to said Shri Narayan Chandra Kundu
the Purchaser herein within the said stipulated period and
as such decided, in terms of the said agreement dated 3rd
January, 1990, to transfer by way of sale an area of five
cottahs and eight chhitacks of land with a dilapidated
structure thereon of thesaid premises in consideration
and/or by way of reimbursement of thesaid sum of
Rs.4,00,000.00 (Rupees four lakh) only.

AND WHEREAS in view of the above the Vendors agreed to sell and the Purchaser agreed to purchase the piece and parcel of land measuring an area of five cottans and eight chhitacks be the same a little more or less together with an old an dilapidated structure with R.T. shed thereon situate lying at and being portion of premises No.150D, Manicktala Main Road, Calcutta - 700 054 together with all rights and interests of twenty feet wide common passage on the western side of thesaid premises and 20' feet wide common passage on the northern side of the said premises fully and particularly described in the Schedule hereunder written and delineated in the map or plan annexed hereto and for the sake of brevity hereafter referred to as the

I have great ment in ment for the properties of consideration of the first properties of the propertie

WAR THIS INCRESS IN PRINT WHICH COURS SE SHERWARD OF the both equenous and to enclose a the me of the better that the designer force before I coming with most declar statistics by the senters (the statist mount for suches lists, thereby places and accompany and of and lave one passes bill billy part trained bischarge the rectors as will as the self precises I they the readers both hereby grant phil transfer convey earligh and easure unto each to the Farminger the presture faily and perturbed described In the beliefule resembles written by margining statements the self promises now see or is not at any time herecologie print of one eldered lying at explicat known numbered bucket trivialed described or discingulated formitte after all examinentary rights in the self common passages adjutated to the said presides and FORFIRE wife all executions and ail walls ways paths passages lights water water courses powers drains and the ground solid thereof AND all and every mentar of rights like this examined a printinger advantages emigreet's appendages and appartenances thereto imininging of in anywise appeal sining thereto and/or any part thereof now are of at any time heretofore were or was held used monupled of enjoyed or scompted recorded deemed taken or known as part or parcel thereof or acquirement therein ADD the reversion and reversions or renainder

or remainders rents issues and profits thereof and every part thereof AND all the rights title interest property claims and demands what soever both at law and in equity of the Vendors into and upon the said premises or every part thereof AND all deeds pattahs muniments writing and evidences of title which in anywise relates to the said premises or any part thereof and which now or hereafter shall or may be in the custody power or possession of the Vendors TO HAVE AND TO HOLD the said premises and every part thereof hereby granted sold conveyed and transferred or expressed or intended so to be with all rights and appurtenances unto and to the use of the Purchaser AND the Vendors doth hereby covenant with the Purchaser that notwith standing any act deed or thing that soever by the Vendors or by any of their predecessors- in - interests done or executed or knowingly suffered to the contrary they the Vendors had at all material time heretofore and now have good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly own possess and enjoy the said premises and every part thereof absolutely and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand what soever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust from them or

any of their respective predecessors - in - title AND THAT free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all and all manner of claim charge. liens debts attachments and encumbrances whatsoever made or suffered by the Vendors or any of their predecessors - in interest or any person or persons lawfully and equitably claiming as aforesaid AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming an estate or interest what soever in the said premises or any part thereof from under or in trust for them the Vendors or from under or in trust of rany of their predecessors - in interest shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things what soever for further better and more perfectly assuring the said premises or any part thereof and to the use and occupation of the Purchaser according to the true intent and meaning of this Indenture as shall or may be reasonably required AND FURTHERMORE that the Vendors at all times hereafter shall imdemnify and keep indemnified the Purchaser against all losses damages claims costs charges and expenses if any suffered by reason of any defect in the title or laches or default of the Vendors or any breach of the Covenants herein and hereunder contained.

ALL THAT ..

SCHEDULE ABOVE REFERRED TO

an area of five cottahs eight chhitacks be the same a little more or less together with an old dilapidated R.T. shed structure standing thereon situate lying at and being portion of premises No. 150D, Manicktala Main Road, Police Station Manicktala, Calcutta - 700 054 together with all rights and interest on 20 feet wide common passage on northern andwestern side of the premises within the municipal limits of Calcutta Municipal Corporation Sub - Registration Office at Sealdah butted and bounded in the manner following that is to say

On the North: By 20 feet wide common passage,
On the South: By 150D, Manicktala Main Road,
On the East: By 150D, Manicktala Main Road,
On the West: By 20 feet wide common passage
and shown in the map or plan annexed hereto and
delineated with red colour border.

IN WITNESS

IN WITNESS WHEREOF the Vendors herein have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

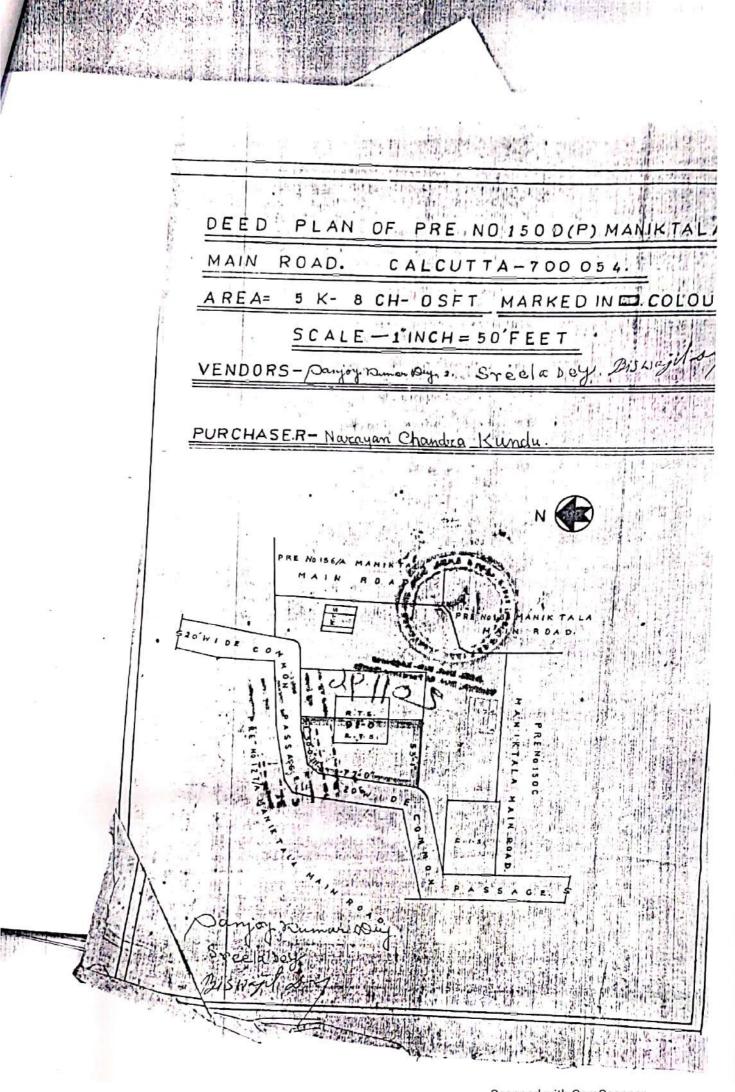
- at Calcutta by the Vendors
- in the presence of :-
- 1. Pscadyot Ass, Advocate High Cower, Calcutta.
- 1. Danjoy Dumar d 2. Sreela Dey
- 2. Subhendu De Sree Subodh ch. De 150 E, Manick tala Main Road. Cal-700054

3. Diswajet sy

(VENDORS)

Drawn by : P. Aas. Advocate.

Typed by :



DEED OF CONVEYANCE

BETWEEN

SHRI SANJAY KUMAR DEY SMC. SREELA DEY SHRI BISWAJIP DEY

VENDORS

AND

I NARAYAN CHANDAA KUNDU

PURCHASER.

Re : Portion of premises No. 150D, Manicktala Main Road, Calcutta.

Mr. Pradyot Das. Advocate High Court, Calcutta.

