

H646

I. 107



4-487M  
22/11

16,05,000/- 365000/-

8676/- 7(1/4) - 50.00  
7(2) - 64.80  
114.80

As per nurse Receipt  
visit - caused 527  
realised on 22-11-96.

00BB 748836

A - 4004.00  
E - 7.00  
4011.00



2344

17-1-97

T H I S INDENTURE made this the 22nd day of  
November one thousand nine hundred and ninety six  
B E T W E E N SHRI SANJAY KUMAR DEY son of Late  
Sarbeswar Dey by faith Hindu by occupation superannuated

1240 000/-  
9- 62000/00  
C- 24800/00  
86800/00

2-A 18640/00

86760/- and ...  
Sanjay Kumar Dey  
MBC 24  
005455  
005500

12/1/97

15/1/97  
17/1/97

Hain Road. Cal-700054  
150E, Hawick take  
Subkind of. 85  
Sukhind  
Bostoyt 57

22-11-76  
New rd.  
of 150E, Newick take  
sp. suboth elibey  
Sukhind 57

856  
V.C. T.1  
Sreeladay

855  
V.C. T.1  
Sreeladay

854  
V.C. T.1  
Sreeladay

854  
V.C. T.1  
Sreeladay

of 12, Dr. Sunda  
Hilby carrie - Hindu.  
sp. of. Sangid  
sp. of. Sangid  
sp. of. Sangid  
sp. of. Sangid

25602  
Sreeladay

22-11-76  
NOV 18 1976  
4-488



18203  
mre buds  
0-214  
16.10.98



00AA 609138

- : 2 : -

and SMT. SREELA DEY and SHRI BISWAJIT 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 A N D SMT. MIRA KUNDU wife of Shri Narayan Chandra Kundu by faith Hindu by occupation housewife residing at P- 214, C.I.T. Scheme No. VII-M, Calcutta - 700 054 hereinafter called as the PURCHASER ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns ) of the OTHER PART.

18203  
wire transfer  
P- 214 2-17-96 Scheme 211  
CASH

16.10.96

Treasurer

Q 1000  
Q 1000  
Q 1000  
Q 1000  
-----  
4000



ASST. DIR. REGISTRATION  
Madhya. Pr. Co. Personnel (Secy)  
221196



- : 3 : -

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.

AND WHEREAS on 7th day of October, 1955 said Jiban Krishna Dey died intestate leaving him surviving his widow Smt. Mandakini Dey and only son Murari Mohan Dey as his

heirs....

18203  
MRS. KUNDU  
0-2-14, C. I. T. Scheme III  
G-154

Date: 16.10.1986

Treasurer

C. Kundu  
C. Kundu  
C. Kundu  
C. Kundu  
25600



~~XXXXXXXXXXXXXXXXXXXX~~  
221196



- 4 -

heirs and legal representatives and also leaving amongst others the said undivided one third share of the said message land and hereditaments and premises being portion of premises No. 150, Manicktala Main Road, Calcutta - 700 700 054 .

AND WHEREAS the said Murali Mohan Dey on or about 22nd December, 1966 died intestate leaving him surviving his widow Smt. Annapurna Dey, three daughters, namely, Smt. Aparna Dey, Smt. Shibani Seal ( nee Dey ), and Smt. Kalpana Dey and only son Shri Shankar Nath Dey the last two names being minors under the age of eighteen years, as his heirs and legal representatives.

AND WHEREAS.....

Serial No. 18703  
Name of the Vendor Mira Vende  
Address of the Vendor P. 211, R. I. T. Scheme 1st  
City of the Vendor Coimbatore  
Date 16.10.96  
Signature of the Vendor [Signature]  
Treasurer

[Signature] 1/10/96  
[Signature] 1/10/96  
[Signature] 1/10/96  
[Signature] 1/10/96  
258002



[Signature]  
22.10.96



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 mother and guardian the said Smt. Annapurna Dey therein jointly described as the Vendors and the said Mrityunjay Dey and Sarbeswar Dey therein jointly described as the Purchasers 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 message 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, Volume 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 jointly and absolutely seized and possessed of the said message 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 WHEREAS for more convenient and exclusive possession and better enjoyment of the said premises the  
said.....



*ds*  
ADD. Dist. Sub-Registrar,  
Mandla, Dist. H.P. Parganas (South)

*22/1/86*

said Mrityunjay Dey and Sarbeswar Dey had mutually and amicably agreed and decided to have the said property partitioned by metes and bounds into two lots.

AND WHEREAS on 20th February, 1968 by a registered Deed of Partnership 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 in 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 structure 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 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....

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 thereupon 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 in the year 1990, for releasing the said premises from mortgage as aforesaid and also for development of the premises by filling the 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 Smt. Mira Kundu therein described as the party of the Second Part on the following terms and conditions :-

i) 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 for releasing the said premises from mortgage as aforesaid.

ii) That after releasing the said premises from mortgage the Second Party at her 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 Rs. 50,000.00 ( Rupees fifty 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 and the area of which will be calculated at the rate of Rs. 70,000.00 ( Rupees seventy thousand ) only per cottah with the sums 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 Smt. Mira Kundu, the Purchaser herein incurred expenses of a considerable amount of Rs. 1,25,000.00 ( Rupees one lakh and twenty 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, 1996 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 sufficiently entitled to the said premises No. 150D, Manicktala Main Road, Calcutta - 700 054 as owners thereof.

AND WHEREAS due to acute financial difficulties the Vendors herein could not reimburse the said sum with accrued interest, thereon aggregating to a sum of Rs. 3,65,000.00 ( Rupees three lakh and sixty five thousand ) only to said Smt. Mira Kundu the Purchaser herein within the said stipulated period and as such decided, in terms of said agreement dated 3rd January, 1990, to transfer by way.....

way of sell of an area of five cottahs of land with a dilapidated structure thereon of the said premises in consideration and/or by way of reimbursement of the said sum of Rs. 3,65,000.00 ( Rupees three lakh and sixty five thousand ) 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 cottahs be the same a little more or less together with an old and dilapidated R.T. Shed structure 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 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 hereinafter referred to as the said premises at and for the price or consideration of Rs. 3,65,000.00 ( Rupees three lakh and sixty five thousand ) only free from all encumbrances whatsoever and the Vendors received and acknowledged the said sum from the Purchaser as aforesaid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 3,65,000.00 ( Rupees three lakh and sixty five thousand ) only well and duly received by the Vendors ( the receipt whereof the Vendors doth hereby admit and acknowledge and of and.....

of and from the same and every part thereof discharge the Vendors as well as the said premises ) they the Vendors doth hereby grant sell transfer convey assign and assure unto and to the Purchaser the premises fully and particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said premises now are or is or at any time heretofore were or was situate lying at called known numbered butted and bounded described or distinguished shed: TOGETHER WITH all easementary rights in the said premises twenty feet wide common passage adjoining to and on the Northern side of the said premises and TOGETHER WITH all erections and all walls ways paths passages lights water water courses sewers drains and the ground soil thereof AND all and every manner of rights liberties easements privileges advantages emoluments appendages and appurtenances thereto belonging or in anywise appertaining thereto and/or any part thereof now are or at any time heretofore were or was held used occupied or enjoyed or accepted as reputed deemed taken or known as part or parcel thereof or appurtenant thereto AND the reversion and reversions or remainder or remainders rents issues and profits thereof and every part thereof AND ALL the rights title interest property claims and demands whatsoever both at law and in equity of the Vendors into and upon the said premises or every part thereof AND all deeds pattahs muniments writings and evidences of title which in anywise relate to the said premises or any part thereof and which now are or hereafter shall .....



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 notwithstanding any act deed or thing whatsoever 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 time 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 whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust from them or any of 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 charges liens debts attachments and encumbers whatsoever made on suffered by the Vendors or any of their.....

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 whatsoever in the said premises or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors - in - interest shall and will from time to time and at all time 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 whatsoever 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 time hereafter shall indemnify 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.

SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land measuring an area of five cottahs 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 ...

*SPO*  
*Bl* ✓ Manicktala, Calcutta - 700 054 together with all rights and interest on 20 feet wide common passage on the ~~western~~ <sup>northern</sup> 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 land and structure of

Shri N.C. Kundu,

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. \* Pradyot Das, Advocate  
High Court, Calcutta.

2. Subhendu De  
S/o Sri Subodh Ch. De  
150 E, Hanick talu  
Main Road.  
Cal - 700054.

1. Sanjoy Kumar Dey

2. Sreela Dey

3. Biswajit

VENDORS.

Drawn by : P. Das, Advocate.

Typed by : *MB*

DEED PLAN OF PRE NO 150 D(P) MANIKTALA

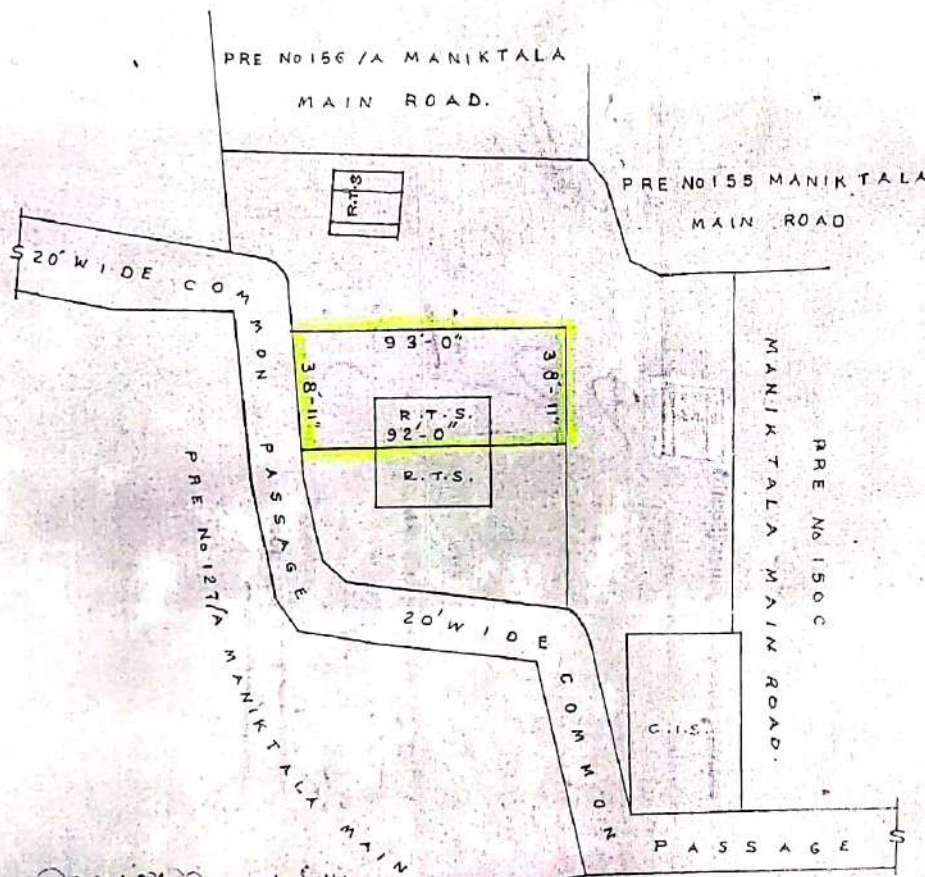
MAIN ROAD. CALCUTTA-700 054.

AREA = 5 K - 0 CH - 0 SFT MARKED IN  COLOUR

SCALE - 1" INCH = 50' FEET

VENDORS - Sanjoy K. Dey, Smt. Sreelata Dey, Biswajit Dey

PURCHASER - Smt. Misra Kundu.



*Sanjoy Kumar Dey*  
*Sreelata Dey*  
*Biswajit Dey*

DEED PLAN OF PLOT NO 180 DIST MANKATA

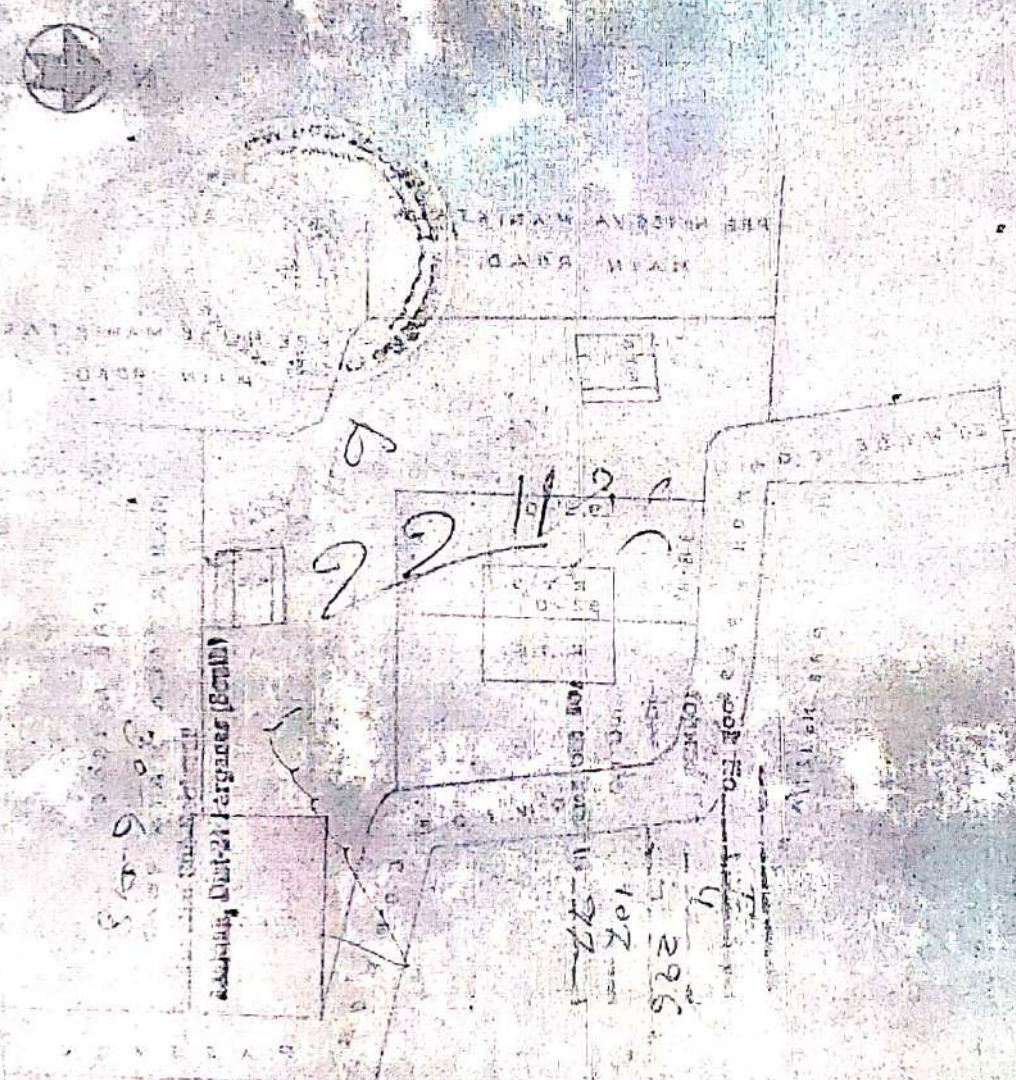
MAIN ROAD CALCUTTA-700 000

AREA = 5 K - 0 CH - 0 FT MARKED IN

SCALE - 1 INCH = 50 FEET

VENDORS -

PURCHASER -



DATED THE 22<sup>ND</sup> DAY OF November 1996

DEED OF CONVEYANCE

B E T W E E N

SHRI SANJAY KUMAR DEY  
SMT. SREELA DEY  
SHRI BISWAJIT DEY

.... VENDORS

A N D

SMT. MIRA KUNJU

.... PURCHASER



111, 5th, Sub-Registries  
Calcutta, Dist. Parganas (South)

22/11/96

111, 5th, Sub-Registries  
Calcutta, Dist. Parganas (South)  
906018



8/11/1998  
Smt. Mira Kunju  
Shri Sanjay Kumar Dey  
Smt. Sreela Dey  
Shri Biswajit Dey  
Smt. Mira Kunju  
8/11/1998  
Smt. Mira Kunju  
Shri Sanjay Kumar Dey  
Smt. Sreela Dey  
Shri Biswajit Dey

Mr. Pradyot Das  
Advocate  
High Court, Calcutta.