



STAMP AFFIXED BY
Wicks
7/12/02

STAMP SUPERINTENDENT
CALCUTTA COLLECTION

W.C. Talbot Dorey

Registrar of Assurances
Calcutta.

1962-1971
No. 23
1989 = 50
W. 3 = 00
1992 = 50

INDENTURE made this 8th day of November

One Thousand Nine Hundred and Eighty-two

JAYANTA NATH GHOSE son of Bhupendra Kri has those deceased
by faith Hindu by occupation Bachelor residing at No. 46,
Pathurichhata Street, Calcutta hereinafter residing referred
to as the VENDOR (which expression shall unless excluded

by or repugnant to the subject or context be deemed to include
his heirs executors administrators legal representatives) of
the One Part A N D INDRA BHUSAN son of the said
deceased by faith Hindu by occupation business carrying on
business at No. 28, Black Burn Lane, Calcutta-12 hereinafter
referred to as the PURCHASER (which expression shall unless
excluded by or repugnant to the subject or context be deemed
to include his heirs executors administrators legal repre-
sentatives and assigns) of the Other Part WHEREAS the said

Bhupendra Krishna Ghose was seized and so seized of or other-
wise well and sufficiently entitled to considerable properties
both moveable and immoveable including the premises No. 157/3,
Dharamtolla street (now known as Lenin Street) Calcutta

AND WHEREAS the said Bhupendra Krishna Ghose died intestate
on 14th December, 1941 leaving behind his sole widow
sm. Nirmala Bala Ghose and three sons - Manmatha Nath Ghosh,
Bhabendra Nath Ghose and Jayanta Nath Ghose the latter hereinafter
as his only heiress and heirs under the Bengal School

A-189
1989-11
1992-50

File
2000-05

PRAGATI INFRASTRUCTURE

Vernon K. K.



1-30 pm

8/11 Dec 1889

Jayanta Nath Ghose
in - Esquire

Registrar of Assurances
Calcutta.

Jayanta Nath Ghose (Signature)

Jayanta Nath Ghose

Son of Late Ramprasad

Krishna Ghose of 46

Jayanta Nath Ghose Paternagar 81-
Calcutta

(Signature)

P. L. Chaudhary Pulak Chandra
Das Solicitor &
Advocate High
Court, Calcutta

Registrar of Assurances
Calcutta.

8/11/89

of Hindu Law by which the deceased was governed and at the time of his death was governed AND WHEREAS after the death of the said Bhupendrakrishna Ghose the said Sm. Nirmala Bala Ghose and Manmatha Nath Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose were jointly and severally possessed of or otherwise well and sufficiently entitled to the said several both moveable and immovable properties including the said premises No. 157/B, Dharmatolla Street, Calcutta AND WHEREAS the said heirs and heirs of the late Bhupendrakrishna Ghose desired to partition the said properties amicably AND WHEREAS by a Deed of Partition dated the 16th January, 1963 made between the said Sm. Nirmala Bala Ghose of the first part, Manmatha Nath Ghose of the second part Bhabendra Nath Ghose of the third part and Jayanta Nath Ghose of the fourth part and registered at the office of the Sub-registrar of Assurance of Calcutta in Book No. I Volume No. 32 pages 125 to 157 being the deed No. 444 for the year 1963 the properties mentioned therein including the said premises No. 157/B, Dharmatolla Street, Calcutta have been amicably partitioned among the said Sm. Nirmala Bala Ghose, Manmatha Nath Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose in the manner described therein AND WHEREAS the said Deed of Partition dated 16th January, 1963 recited that each of the said parties thereto were entitled to an undivided one-fourth share or interest in all the properties described in Schedule "A" thereunder written including the said premises No. 157/B, Dharmatolla Street, Calcutta and that leaving out some of the properties more fully and particularly mentioned therein the parties amicably agreed to partition all the other properties including the said premises No. 157/B, Dharmatolla Street, now known as Lenin Sarani, Calcutta in the manner fully described therein and delineated in the map or plan annexed thereto AND WHEREAS the said properties which

DRAGON INFRASTRUCTURE
Partners

were partitioned by the said deed of Partition and as described therein in four lots viz. First, Second, Third and fourth lots and one of the said lot. was also allotted to each of the First, second, third and fourth parties thereto so that the Fourth, second, third and first lots were allotted to parties of the First, second, third and fourth parts respectively as mentioned in the said deed of Partition dated the 16th January, 1963 and the said premises No. 157/B, Dharmotolla street (now known as Lenin Street), and was subdivided in three lots and described and delineated in the map or plan annexed thereto as Lots, C, B & A and coloured therein with yellow, ~~xxx~~ green and red colours respectively

and has been allotted to the said parties to the Second, Third and Fourth parts therein respectively AND WHEREAS the said Deed of Partition dated the 16th January, 1963 has further recited that for use occupation and enjoyment of contiguous lots A and B described therein each of the parties of the 3rd and 4th parts thereto shall have full free

right and liberty of way ~~over~~ ^{over} or otherwise in common with one another into upon ~~on~~ ^{over} under and along the common passage curved or formed out of the said premises No. 157/B, Dharmotolla street, Calcutta running South to North to the west of the said Lot "A" and to the east of the said Lot "B" and from Dharmotolla street, Calcutta and having a width of 9' feet and 11" inches at Dharmotolla street and a total area

of 2 Kottahs 4 Chittaks and more fully and particularly *and shall remain open to the sky and maintained by owners of lots A and B* delineated with "Y" in the map or plan annexed thereto

AND WHEREAS the said Partition ^{deed} dated the 16th January, 1963 has further recited that the parties thereto had accepted the valuation of each of the Lots, A, B, C and D as mentioned therein and the several properties described in the First Lot described in part IV of schedule "B" thereunder written

PRAGATI INFRASTRUCTURE
Nirman Plot No.
157/B

was allotted to Jayant Nath Ghose the 4th part therein absolutely and in severalty thereto of the 1st, 2nd and 3rd parts a division of the undivided one-fourth share or interest in the several properties mentioned in Part I of the Schedule "A" hereunder written and it was further recited that for the purpose of equalising the said partition each of the parties thereto of the 2nd and 3rd and 4th parts would pay to Sh. Nirmala Ghose the sum of Rs. 5895/- as dowry ^{money} within six months from the date of those presents and the said party thereto of the 4th part was to pay a further sum of Rs. 28,733/- to the party thereto of the 2nd part as dowry money within two years from the date of those presents AND WHEREAS the said Deed of Partition dated the 16th January, 1963 further recited that in consideration of the premises and for the purpose of partition the said Nirmala Bala Ghose, Manmatha Nath Ghose and Bhagendra Nath Ghose the parties thereto of the 1st, 2nd and 3rd parts and each of them did convey and transfer all their right title and interest unto and in favour of the said Jayanta Nath Ghose the party thereto of the 4th part, the Vendor herein is and for her and his 4th share in the said several messuages tenements hereditaments and premises inter alia the portion of premises consisting of partly four, partly three, and partly two ^{and partly one} storied building together with piece or parcel of land measuring 19 Kottahs 15 Chittaks and 36 Sq. feet be the same a little more or less whereon or on part whereof the same is built or erected being the front portion of premises No. 157B, Dharamtolla Street (now known as Lenin Sarani) Calcutta comprised in First Lot and more fully and particularly described in Part IV of the schedule B thereunder written and delineated as Lot "A" and bordered and in the map or plan annexed thereto and marked with the letter "Y"

DRAGOTI INFRASTRUCTURE
 P. Jemur
 Partner

AS it was further recited in the said Deed of Partition dated 16th January, 1963 that the said Bhabendra Nath Ghose the party therein of the Second Part covenanted with the said Sm. Nirmala Ghose, Bhabendra Nath Ghose and the Vendor herein and their respective heirs executors administrators representatives and assigns that the said Bhabendra Nath Ghose would produce or cause to be produced at the cost and request of the said Sm. Nirmala Ghose or Bhabendra Nath or the Vendor herein and their respective heirs executors administrators representatives and assigns the said Deed of Partition AND WHEREAS since the said Deed of Partition dated the 16th January, 1963 the Vendor is seized and possessed of or otherwise well and sufficiently entitled to in fee simple in possession or an estate equivalent thereto as absolute owner thereof and in severalty to other co-sharers the said divided front portion of the said premises No. 15B, Dharamtolla Street (now known as Lenin Sarani), Calcutta and the same is since known also and numbered as 15B, Lenin Sarani, Calcutta AND WHEREAS by an Agreement for sale dated the 19th December, 1960 the vendor hath agreed to sell and the Purchaser hath agreed to purchase all that undivided one-third share or interest in the said partly four partly three and partly two and partly one storied building together with piece or parcel of land measuring 19 Kottas 15 Chittas and 36 Sq. feet be the same a little more or less situated and lying at premises No. 15B, Lenin Sarani, Calcutta together with all rights privileges and easements appended thereto or appertaining thereto free from all encumbrances at or for the price of Rs. 6,00,000/- lakhs and the Purchaser hath on the same day paid to the Vendor a sum of Rs. 50,000/- as and by way of earnest money and in part payment of the consideration money AND WHEREAS by virtue of powers reserved under the said Agreement for sale the Vendor has nominated Sm. Gayatri Saha and Himadri Saha for purchase by each of them of an undivided one third share or interest in the said premises No. 15B, Lenin Sarani, Calcutta and the Vendor hath agreed to transfer and convey an undivided third share or interest in the said premises to the Vendor, Sm. Gayatri Saha and Himadri Saha respectively NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 2,00,000/- (Rupees Two Lakhs only) of the lawful money of Indian Union well and truly in hand paid by the purchaser

2/ interest claim and demand of the vendor in or upon the
 said messuages tenements hereditaments and premises or any
 part thereof TO HAVE AND TO HOLD the said ^{undivided one third share of the said} messuages tenements
 hereditaments and premises hereby granted transferred and
 conveyed or expressed so to be UNTO AND TO THE USE of the
 Purchaser absolutely AND the Vendor doth hereby covenant
 with the Purchaser that notwithstanding any act deed matter or
 thing by the Vendor or any of his predecessor in title done
 and executed or knowingly suffered to the contrary as the
 said Vendor is now absolutely seised and possessed of or
 otherwise well and sufficiently entitled to the said
 messuages tenements hereditaments and premises more fully and
 particularly described in the schedule hereunder written
 and hereby granted or expressed so to be and every part
 thereof and hath in himself a perfect and indefensible
 estate of inheritance and absolute title as and for an
 estate of inheritance in fee simple in possession or an
 estate equivalent thereto without any manner of condition
 use trust or other thing whatsoever to alter defeat encumber
 or make void the same AND that notwithstanding any such act
 deed matter or thing whatsoever as aforesaid done or
 executed the Vendor now hath in himself good right full
 power and absolute authority to grant convey transfer assure
 and assign by way of absolute sale the ^{undivided one third share of the said} said messuages,
 tenements hereditaments and premises hereby granted or
 expressed so to be and to receive the rents issues and
 profits thereof without any lawful eviction interruption
 claim and demand whatsoever from or by the Vendor or by the
 the person or persons lawfully or equitably claiming from
 under or in trust for him or from under any of his predecessor
 in title AND THAT free and clear and freely and clearly
 and absolutely acquitted discharged saved harmless exonerated

PRAGATI INFRASTRUCTURE

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8.

and kept indemnified against all estate and encumbrances of the Vendor at the ~~fixxxxx~~ cost and expenses of the Vendor and all manner of claims charges liens debts and claims made or suffered by the Vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor any person or persons claiming from under or in trust for his predecessor in title AND FURTHER THAT the said Vendor and all person or persons having or lawfully or equitably claiming any estate or interests in the said lands hereditaments and premises or any part thereof from under or in trust for the said Vendor or from under any of his predecessor in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such acts deeds matters and things whatsoever for further and more perfectly assuring the said undivided one third share or interest in the said messuages tenements hereditaments and premises unto and to use of the Purchaser as shall or may reasonably be required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided one third share or interest in partly one, partly two and partly three and partly four storied building together with a piece or parcel of land measuring 1337.35 Sq. meter or 19(Nineteen) Cottas 15(Fifteen) Chittaks and 36(thirty six) Sq.feet be the same a little more or less whereon or on part whereof the same is built or erected situate and lying at and being portion of premises No. 15B, Lenin Sarani, Calcutta within the limits of Police station Bowbazar within the limits of Corporation of Calcutta butted and bounded in the manner following:

On the North: by premises No. 157/C, Lenin Sarani, Calcutta;

On the south: by Lenin Sarani;

On the East: by premises No. 157/A, Lenin Sarani, Calcutta;

On the West: by common passage between the premises Nos 157/B, and 157/C, Lenin Sarani.

PRAGATI INFRASTRUCTURE
Newer pattern

9.
IN WITNESS WHEREOF the Vendor doth hereby set his hand
and seal the day month and year above written.

SIGNED SEALED AND DELIVERED *Jayanta Nath Ghose*

In the presence of :

L. N. Bhattacharya
Solicitor & advocate
Calcutta
8.12.82

[Signature]

Attest at Calcutta

MEMO OF CONSIDERATION
RECEIVED from the within named Purchaser
the within mentioned consideration money.

Rs. 2,00,000/-

By earnest money paid on 19.12.80 ... *Rs. 50,000/-*

By Pay order No. PSY 353501 of Punjab
National Bank, Shyamabazar Branch *Rs. 1,50,000/-*

Calcutta, dated 7.12.82 ... *Rs. 2,00,000/-*

Witness: -----

(Rupees Two lacs only)

L. N. Bhattacharya

Jayanta Nath Ghose

[Signature]

PRAGATI INFRASTRUCTURE

Vernai per ton

Partner