



Value 10382 STAMP AFFIXED BY

7/11/40



Stamp duty paid to the Government of India Rs. 29561.00
Additional duty paid to the Government of India Rs. 4000.00
Total Rs. 33561.00

Signature
Registrar of Assurances
Calcutta.
8/11/40

THIS INDENTURE made this 8th day of December
One Thousand Nine Hundred and Eighty two B E T W E E N
A 1989=50
E 6=00
W 3=00
1998=50
JAYANTA NATH GHOSE son of Bhupendra Krishna Ghose deceased
by faith Hindu by occupation Landholder residing at No. 46,
Pathuringhat Street, Calcutta hereinafter 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 AND HIMADRI SAHA son of Sri B. Saha by
faith Hindu by occupation 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 representatives and assigns)
of the Other Part AND INDRABHUSAN SAHA son of Haridas
Saha deceased by faith Hindu by occupation business ~~residing~~
at 28, Black Burn Lane, Calcutta hereinafter referred to as
CONFIRMING PARTY whereas the said Bhupendr. Krishna Ghose
was seised and possessed of or otherwise well and sufficien-
tly entitled to considerable properties both moveable and
immoveable including the premises No. 157/B, Dharamtolla

PRAGATI INFRASTRUCTURE
Signature
Partner

Signature
25/11/40
C. S. Saha

Street(now known as Lenin Sarani) 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 Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose the Vendor herein as his only heir and heirs under the Dayabhaga School of Hindu Law by which the deceased was governed during his lifetime and at the time of his death AND WHEREAS after the death of the said Bhupendra Krishna Ghose, the said Sm. Nirmala Bala Ghose and Manmatha Nath Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose were jointly seized and possessed of or otherwise well and sufficiently entitled to the said several both moveable and immovable properties including the said premises No. 157/B, Dharamtolla Street, Calcutta AND WHEREAS the said heirs and heiress of the late Bhupendra Krishna 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 the Vendor herein 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, Dharamtolla 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 14th January, 1963 recited that each of the said parties thereto are entitled to an undivided one-fourth share or interest in all the properties described in Schedule "A" thereunder written and that leaving out some

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Hemant K. S.

Partner

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 were partitioned by the said Deed of Partition had been described therein in four lots viz. as First, Second, Third and Fourth Lots and one of the said lots has been allotted to each of the First, Second, Third and Fourth parties thereto so that the Fourth, Third, Second and First lots have been 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, Dharmatolla Street (now known as Lenin Sarani) had been subdivided in three lots and described and delineated in the map or plan annexed thereto as Lots, "C", "B" & "A" and coloured therein with green, yellow 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 ^{if} ~~and~~ or otherwise in common with one another into upon over and under and along the common passage curved or formed out of the said premises No. 157/B, Dharmatolla 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 Dharmatolla Street, Calcutta and having a width of 9' feet and 11" inches at Dharmatolla Street and a total area of 2 Kottahs 4 Chittaks

and more fully and particularly delineated with "Y" in the map or plan annexed thereto ^{if} ~~and~~ shall remain open to the Sky and be maintained by the owners of Lots A and B AND WHEREAS the said partition dated the 16th January, 1963 has further recited that the

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Nirman Pictam
Partner

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 was allotted to Jayanta Nath Ghose the Vendor herein as being the party of the 4th part therein absolutely and in severalty as regards the parties thereto of the 1st, 2nd and 3rd parts as and in lieu of his undivided one-fourth share or interest in the several properties mentioned in Part I of the schedule "A" thereunder written and it was further recited that for the purpose of equalising the said Partition each of the parties thereto of the 3rd and 4th parts would pay to Sm. Nirmala Bala Ghose a sum of Rs.5895/- as owelty 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 owelty money within two years from the date of those presents AND WHEREAS the Deed of Partition dated the 16th January, 1963 further recited that in consideration of the premises and for the purpose of partition the said Nirmal Bala Ghose, Manmatha Nath Ghose and Bhabendra 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 and for his 4th share in the said several messuages tenements hereditaments and premises inter alia the portion of premises consisting of partly four, ^{and partly one} partly three and partly two storied building together with piece or parcel of land measuring 19 Kottahs 15 Chittaks and ³⁶ ~~34~~ 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" bordered red in the map or plan annexed thereto and also the common passage marked with the letter "Y" AND WHEREAS it was further recited in the said Deed of Partition dated the 16th January, 1963 that the said Manmatha Nath Ghose the party thereto of the second part covenanted with the said sm. Nirmala Bala Ghose, Bhabendra Nath Ghose and the Vendor herein that the said Manmatha Nath Ghose would produce or cause to be produced at

24 the cost and request of the said sm. Nirmala Bala Ghose or *and their respective heirs executors administrators representatives and assigns* Bhabendra Nath Ghose or the Vendor herein the said original Deed of Partition dated the 16th January, 1963 which by

agreement was kept with him AND WHEREAS since the said Deed of Partition dated the 16th January, 1963 the Vendor is seised 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 cosharers the said divided front portion of the said premises No. 157B, Dharamtolla street (now known as Lenin Sarani) Calcutta and the same is since known and numbered as 157B, Lenin Sarani, Calcutta AND WHEREAS by an Agreement for Sale dated the 19th December, 1980 the Vendor hath agreed to sell and Indra Bhusan

24 Saha hath agreed to purchase all that the said partly four *and partly one storied* partly three and partly two building together with piece or

24 parcel of land measuring 19 Kottahs 15 Chittaks and ³⁶ 36 sq. feet be the same a little more or less situate and lying at

premises No. 157B, Lenin Sarani, Calcutta together with all rights, privileges and easements appended thereto or appertaining therewith free from all encumbrances at or for the price

of Rs. 6,00,000/- (Rupees Six lakhs only) and the said Indra Bhusan Saha hath on the same day paid to the Vendor a sum of Rs. 50,000/- (Rupees Fifty thousand only) as and by way of

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Nema Partner

earnest money and in part payment of the consideration money AND WHEREAS by virtue of powers reserved under the said in part recited Agreement for Sale the said Indra Bhusan Saha 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 as No. 157B, Lenin Sarani, Calcutta (formerly known as Dharamtolla Street, Calcutta) and the Vendor hath agreed to transfer and convey to Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha respectively out of his sixteen annas ownership an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta so that each of the said Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha becomes entitled to an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs. 2,00,000/- (Rupees Two Lacs only) of the lawful money of Indian Union well and truly in hand paid by the Purchaser to the Vendor in the manner indicated hereinafter (the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof acquit release discharge and for ever exonerate the Purchaser and the said property) HE the Vendor doth hereby grant transfer convey assure and assign by way of Absolute Sale unto and in favour of the Purchaser ALL THAT undivided one-third share or interest in the said partly four, partly three and partly ^{and partly one} two storied messuages tenements hereditaments and premises situate and lying at and being premises No. 157B, Lenin Sarani (formerly known as Dharmatalla street), Calcutta more fully and particularly described in the schedule hereunder written and delineated with red bordered lines in the map or plan annexed hereto OR HOWSOEVER OTHERWISE the said

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Nagmani Jaiswal

Parbat

messuages tenements hereditaments and premises and every part
 ther of is or are now or heretofore was or were butted bounded
 called known numbered reputed or belong to TOGETHER WITH all
 structures outhouses fixtures fittings yards areas paths
 passages water watercourses lights rights liberties privileges
 easements thereon and appurtenances whatsoever to the said
 messuages tenements hereditaments and premises belonging or in
 anywise appertaining or usually held or enjoyed therewith or
 reputed belong or to be appurtenant thereto and in particular the
 right of way in common with Bhabendra Nath Ghose ^{and} ~~and~~ upon or
 under and along the common passage and all benefits relating
 to the said common passage as provided in the said Deed of
 Partition dated the 16th January, 1963 AND all deeds pattahs
 writing muniments and evidences of title whatsoever exclusively
 relating to or concerning the said undivided one-third share or
 interest in the said messuages tenements hereditaments and
 premises or any part thereof which now are or hereafter shall or
 may be in the possession power or control of the Vendor or any
 person or persons from whom he may procure the same without any
 action or suit AND ALL THE ESTATE right title interest claim
 and demand of the Vendor in to or upon the said undivided
 one-third share or interest in the said messuages tenements
 hereditaments and premises or any part thereof TO HAVE AND TO
 HOLD the said ^{undivided one-third share or interest in the said} messuages tenements hereditaments and premises
 hereby granted transferred and conveyed or expressed so to be
 UNTO 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
 he the said Vendor is now absolutely seized and possessed of or
 otherwise well and sufficiently entitled to the said messuages
 tenements hereditament 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 re ffect and indefeasible 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 wh tsoever 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 said messuages, tenements heredit ments and premises hereby granted or expressed so to be unto and to the use of the purchaser in manner aforesaid AND the purchaser his heirs executors administrators legal representatives and assigns shall and may at all times hereafter peaceably and quietly enter upon possess and enjoy the 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 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 and kept indemnified against all estate and encumbrances of the Vendor at the cost and expenses of the Vendor and all manner of claims charges liens debts attachments made or suffered by the Vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor or 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 interest in the said messuages tenements hereditaments and premises or any part thereof from under or in trust for the said Vendor or from

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Vendor
Partner

10.

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]

Indira Bhushan Saha.

Attorney at Law & Advocate.

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser
the within mentioned consideration money

Rs. 2,00,000/-

Pay order NO PRM 085500 on Punjab National
Bank, Shyam Nagar Branch dated 7.12.82 Rs. 2,00,000/-

Rs. 2,00,000/-

(Rupees Two Lacs Only)

Witness:-

L. N. Bhattacharya
8/12/82

Jayanta Nath Ghose

[Signature]

PRAGATI INFRASTRUCTURE

Nemai Chandra

Partner