



2457.

STAMP AFFIXED BY. I 2437.

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STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

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R-19004
23.1.18

Administrators under Section 2
of the Indian Stamp Act 1899
as amended by Act 15 of
1922 and section 22 (1) of
the Indian Stamp Act 1917
No. 23, 5/10 + 55/6 + 34/4.

Handwritten calculations:
A 115.18
10/ 30.00
1/ 1.00
E 4.00
E 11.00
E 2.50

156.00

Stamp Duty...
Indian Stamp Act...
Additional Duty paid
under the Calcutta
Stamp Act... 380.00

Paid to...
Total 930.50

Handwritten calculations:
A 115.50
A 30.00
E 4.00
E 4.00
E 2.50

156.00
E 4.00
160.00

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Sub-Registrar of Alipour
Dist 24 Faridkot

THIS INDENTURE made this 12th day of March one thousand nine hundred and sixty-five BETWEEN BHOMBOL DHAR son of Nani Mohan Dhar a minor under the age of 18 years represented by his mother Srimati Shefali Dhar wife of the said Nani Mohan Dhar by religion Hindu by occupation student residing at premises No. 1, Jheel Road, Dhakuria in the suburbs of the town of Calcutta hereinafter referred to as the 'VENDOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators and representatives) of the First Part, NANI MOHAN DHAR son of Gopinohan Dhar since deceased by religion Hindu by occupation service-holder and the said SM. SHEFALI DHAR of the same religion by occupation house-wife both residing at the said premises No.1, Jheel Road, hereinafter collectively referred to as the CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators and representatives) of the Second Part AND PARESH MOHAN DHAR son of said

Handwritten calculations:
513.50
320.00

930.50



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Sub-Registrar of Alipur
Dist. 24 PARGANAS

said Gopimohan Dhar since deceased by religion Hindu by occupation business-man AND SM. USHARANI DHAR wife of Bishnu Mohan Dhar by religion Hindu by occupation house-wife both residing at No.1, Jheel Road Dhakuria in the suburbs of the town of Calcutta hereinafter collectively referred to as "the PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the Third Part:

W H E R E A S:

1. The said Gopimohan Dhar during his life time and until his death was seised and possessed of or otherwise well and sufficiently entitled to inter-alia the said house and premises No.1, Jheel Road, Dhakuria Calcutta.
2. On or about the 12th day of March 1948 the said Gopi Mohan Dhar departed this life having prior to his death made and published his last will and Testament dated 22nd day of January 1948 appointing Mr. L.M.Dhar and Mr.C.C.Pyne as executors thereof.
3. At the time of his death the said Gopi Mohan Dhar was absolutely seised and possessed of amongst others the said house and premises No.1, Jheel Road, Dhakuria Calcutta.
4. The said executors having renounced acting as such, disputes and differences arose among the legal heirs and heiresses of the said Gopi Mohan Dhar with regard to the Administration and enjoyment of the estate left behind by the said testator (including the said house and premises No.1, Jheel Road Dhakuria, Calcutta).

5. Manoj Kumar Dhar a minor under the age of 18 years and son of Makhan Mohan Dhar through his mother and natural guardian and next friend filed a suit for partition and administration in the High Court at Calcutta (being Suit No.1712 of 1953 Manoj Kumar Dhar -vs- Sm. Sukumari Dhar & Ors.) which was contested by all the defendants thereto including the vendor (being the defendant No.5 therein) through his mother and natural guardian the said Sm. Shefali Dhar who was also appointed therein as his guardian-ad-litem, besides being one of the defendants.

6. On the 18th day of September 1963 the said Partition suit was amicably settled between the parties thereto and a decree was passed therein in accordance with certain terms of Settlement which were duly put in and were certified by the said Court to be for the benefit of the minor parties.

7. By the said Decree and Terms of Settlement it was inter-alia provided :

(a) that the portion of the said house and premises No.1, Jheel Road, Dhakuria (including all buildings and constructions thereon and therein) mentioned and described in the said Terms of Settlement as Lot "B" (hereinafter "for sake of brevity referred to as Lot "B" property") and delineated in the plan annexed thereto and therein coloured yellow and also mentioned and described in Schedule "A" hereunder written and delineated in the map or plan hereto annexed and therein coloured yellow be and was according to the provisions of the said terms of Settlement and subject to the claims therein mentioned allotted to the said Vendor absolutely



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demands

absolutely and for ever TOGETHER WITH all rights to the adjacent common passage as in the said Terms of Settlement provided.

(b) and that the said vendor through his mother the said Sm. Shefali Dhar would be at liberty to sell suitable portions of the vacant land out of and comprised in the said Lot 'B' property for payment of the marriage expenses of the three daughters of the said Nani Mohan Dhar and Sm. Shefali Dhar.

8. The said three daughters of the said Nani Mohan Dhar and Sm. Shefali Dhar have attained marriagable age and are to be married soon and the vendor and the said Confirming Parties have assured that in fact negotiations and talks of settlement of marriage of one of the said three daughters have been well high finalised and the said marriage is likely to be solemnised within a very short time.

9. the Vendor is seised and possessed of and/or well and sufficiently entitled to the said Lot 'B' property subject as mentioned in the said Decree and Terms of Settlement.

10. For the purpose and in the premises aforesaid the Vendor has agreed with the Purchasers for absolute sale to them of a demarcated portion considered as most suitable from out of the said vacant land comprised in the said Lot 'B' property such demarcated portion containing by admeasurement an area of 4 Cottahs 11 Chittacks and 19 Square feet and fully described in the Schedule "B" hereunder written and delineated in the said map or plan annexed hereto and thereon coloured Green as and for an estate analogous or equivalent to an estate of inheritance in fee simple in possession ~~thereof~~ and free from all claims

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demands liens lis pen dens attachments and encumbrances whatsoever at or for the price or consideration of a total sum of Rs.19,000/- (Rupees Nineteen thousand only).

- I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in the premises aforesaid and in consideration of the said sum of Rs.19,000/- (Rupees Nineteen thousand) only of lawful money of the Union of India well and truly paid to the Vendor by the Purchasers at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written and granted admit and acknowledge and of and from the same and every part thereof acquit, release and for ever discharge the purchasers and the said land and hereditaments mentioned in Schedule "B" hereunder written and every part thereof hereby granted transferred conveyed and sold or expressed or intended to be) the Vendor doth hereby absolutely and indefeasibly grant convey sell assign and assure and the said Confirming Parties do and each of them doth hereby confirm unto the Purchasers ALL THAT the land hereditaments and premises being the said demarcated portion out of the said vacant land comprised in the said Lot 'B' property, the said demarcated portion containing an area of 4 Kattahs 11 Chittacks and 19 sq.ft. forming part of the said premises no.1, Jheel Road, Dhakuria within Police Station Tollygunge in the District of 24-Parganas more fully described in Schedule "B" hereunder written and delineated in the said map or plan annexed hereto and thereon coloured Green (and hereinafter for the sake of brevity referred to as "the said "B" Schedule premises") TOGETHER WITH the right of way into over under and upon the 8 feet wide common passage situate adjacent



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adjacent on and to the North of the said "B" schedule premises hereby conveyed and transferred as aforesaid the said common passage being marked and delineated and coloured violet on the said map or plan hereto annexed OR HOWSOEVER OTHERWISE the said "B" Schedule premises or any part thereof now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described or distinguished

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TOGETHER WITH the right of way or passage in common with the Vendor and others in perpetuity over upon into and under the said common passage being 8 feet wide strip of land lying situate adjacent to the said "B" Schedule premises hereby conveyed and transferred and used as a common passage with all rights liberties and privileges for egress and ingress to and from the said "B" Schedule premises hereby conveyed and transferred as aforesaid and to go pass and re-pass over the said common passage by day and night and for all purposes with or without horses, coaches, carts, motor cars, motor lorries and other vehicles mechanical and hand-driven and whether laden or unladen and to drive cattle and other animals including full rights along under over and in the said common passage to lay down, erect and construct overhead or underground drains water mains filtered and unfiltered sewers, pits and master-traps, electric, gas, telephone, cables, pipes, wires and lines

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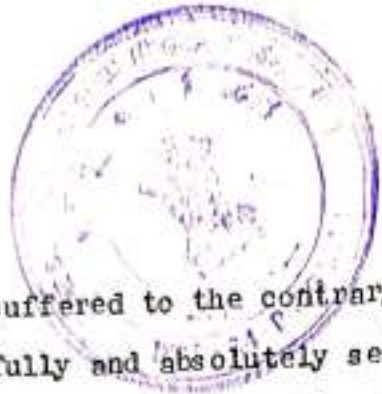
PROVIDED THAT the said common passage shall remain open to the sky and no construction or structure shall be erected thereon or on any part thereof AND all manner of former and other rights lights liberties privileges emoluments, appendages and appurtenances whatsoever in and to the said "B" schedule premises or any part thereof belonging or in anywise appertaining thereto or which with the same or any part thereof now are or is or at any time

or times

or times heretofore were or was held used occupied and enjoyed or reputed to belong or be appurtenant thereto AND TOGETHER WITH the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the legal incidents and inheritance thereof AND all the estate right title interest inheritance use possession property claim and demand whatsoever both at law and in equity of the Vendor in to and upon the said "B" schedule premises or any part thereof AND all deeds pattahs muniments writings and evidences of title in anywise exclusively relating to the said "B" schedule premises or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same without any obstruction let hindrance and action or suit at law or in equity TO HAVE AND TO HOLD the said "B" schedule premises AND ALL AND SINGULAR the premises hereby granted sold transferred or assigned assured and confirmed or expressed or intended so to be with all rights members and appurtenances unto and to the use of the Purchasers absolutely and for ever as and for an estate analogous or equivalent to an estate of inheritance in fee simple in possession TOGETHER WITH the said right or way over the said common passage on the north of the said "B" schedule premises as aforesaid for ever and absolutely free from all claims demands, liens, lis pen dens, attachments, charges or encumbrances whatsoever.

II. AND THE VENDOR DOth HEREBY COVENANT WITH THE PURCHASERS as follows :-

- (a) that notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered



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suffered to the contrary the Vendor is now lawfully right-fully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said "B" Schedule premises hereby granted or expressed so to be and every part thereof as a perfect and indefeasible estate of inheritance without any manner of condition use trust or any other thing to alter defeat encumber or make void the sale and transfer hereunder AND THAT notwithstanding any such act deed matter or thing whatsoever as aforesaid the Vendor now hath in himself good right full power absolute authority and indefeasible title to grant transfer and convey the said "B" Schedule premises hereby granted or expressed so to be and every part thereof unto and to the use of the Purchasers in the manner aforesaid.

(b) and that the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said "B" Schedule premises and every part thereof and receive the rents issues and profits without any lawful eviction suit trouble hindrance eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged saved harmless and kept indemnified against all former and other estates claims demands charges mortgages liens lis pen dens debts attachments execution and encumbrances created by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor.

(c) and that the Vendor and all person or persons having or lawfully or equitably claiming any estate right title or interest

interest whatsoever in the said "B" Schedule premises or any part thereof shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done or executed all such acts deeds or things whatsoever for further and more perfectly and effectually granting and assuring the said "B" Schedule premises or any part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

(d) and that the Vendor shall meet and pay any deficit of the expenses for the marriage of the said three daughters of the said Nani Mohan Dhar and Sm. Shefali Dhar from out of his other personal estate including the remainder of the said Lot 'B' property (comprised in premises No. 1, Jheel Road allotted by the said decree to the Vendor) and shall keep the Purchasers and the said "B" Schedule premises absolutely free saved harmless and indemnified against all claims demands losses and damages that may be put forth for payment of the marriage expenses of the said three daughters of the said Nani Mohan Dhar and Sm. Shefali Dhar and shall also keep the said Purchasers and the said "B" Schedule premises saved harmless and indemnified as aforesaid against all other claims and demands and rights as provided in the said Terms of Settlement.

(e) and that the Vendor will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or their Attorneys or agents or at any trial hearing



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hearing commission examination or otherwise as occasion shall require all or any of the documents of title set out in Schedule "C" hereunder written for the purpose of showing his title to the said "B" Schedule premises described in the said Schedule "B" and hereby granted sold conveyed transferred assured or expressed to be or any part thereof AND ALSO at the like request and costs deliver or cause to be delivered unto the Purchasers or their attorneys or agents such attested or other copies or extracts of or from the said documents of title or any of them AND unless prevented as aforesaid keep the said documents of title safe unobliterated and uncanceled.

III. And in consideration of the premises it is hereby agreed and declared by and between the Vendor and the Purchasers that the purchasers shall upon completion of their purchase under these presents arrange at their own costs and expenses for constructing and having their separate drains and sewers connection and water systems and pipe lines in respect of the said "B" Schedule premises which shall at no time to come have anything to do with the drains and sewers connections, water systems and pipe lines of and belonging to the Vendor and/or the remainder of his said Lot 'B' Property.

IV. In consideration of the premises and for further perfecting the assurances aforesaid they the said Confirming Parties do and each of them doth hereby also release relinquish acquit and discharge all and every of their and his or her claims demands rights title and interest in the said 'B' Schedule premises hereby granted conveyed transferred and assured and every part thereof free from every charges and encumbrances suffered

created or caused by them or any of them under any circumstances whatsoever.

SCHEDULE "A" ABOVE REFERRED TO:

(being a description of the said Lot 'B' property comprised in premises No.1 Jheel Road allotted to and held by the Vendor under the said Decree and Terms of Settlement).

ALL THAT III-storied brick built message tenement or dwelling house hereditaments and premises TOGETHER WITH the piece or parcel of land thereunto belonging containing by estimation an area of 21 Cottahs 6 Chittacks and 41 Square feet be the same a little more or less whereon or on part whereof the same is erected and built situate lying at and being the Eastern portion of premises No.1, Jheel Road, Dhakuria Police Station Tollygunge in the District of 24-Parganas, ^{within Calcutta Corporation,} Sub-Registry Alipore which eastern portion is shown and delineated on the said map or plan annexed hereto and thereon coloured yellow and marked as ^{Plot or} Lot 'B' and butted and bounded on the North by the said common passage shown in the said plan beyond which are premises Nos. 3E and 3C, Jheel Road Dhakuria on the East by Jheel Road on the South partly by 2, Salimpur Road belonging to Sri L.M.Dhar and partly by premises No.108B Salimpur Road and partly by a common passage of the said premises and on the west by the Lot "A" portion of the said premises No.1, Jheel Road an annual revenue of Rs.1.50 Paise being payable to the Collectorate of 24-Parganas for the said entire premises No.1, Jheel Road, Dhakuria, Calcutta TOGETHER WITH the right of use and enjoyment of the said common passage also shown and delineated in the said map or plan and thereon coloured violet and inscribed with the words

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 22
 N. H. Street
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 22
 N. H. Street
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 22
 N. H. Street



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Dist. 21 PARGANAS

words 'common passage' in the manner mentioned in the said Terms of Settlement.

SCHEDULE 'B' ABOVE REFERRED TO:

(being a description of the property hereby sold the same being a part of the vacant land comprised in the said Lot 'B' property described in the foregoing Schedule "A").

ALL THAT the demarcated and separated portion of vacant land containing by admeasurement an area of 4 Kottahs 11 Chittacks and 19 Square feet out of and being a part of the piece or parcel of vacant land comprised in the said Lot 'B' property described and more fully mentioned in the foregoing Schedule "A" hereof the said demarcated portion which is hereby conveyed sold and transferred forming part of the said premises No.1, Jheel Road, Dhakuria and being fully delineated on the map or plan hereto annexed and thereon coloured Green and butted and bounded on the north by the said 8 feet wide common passage shown on the said plan and coloured violet beyond which are premises Nos. 3E and 3C, Jheel Road on the East by Jheel Road, on the South by the remainder of the vacant land of the said Lot 'B' property and on the West partly by the said remainder vacant land of the said Lot 'B' property and partly by the three storied buildings of the said Lot 'B' property TOGETHER WITH the right of use and enjoyment of the said common passage also shown and delineated as aforesaid in the said Plan and coloured violet and inscribed with the words 'common passage' in the manner hereinbefore mentioned.

SCHEDULE 'C' ABOVE REFERRED TO:

1. Certified copy of the award dated 23rd April 1897 of the Arbitrator in Suit no. 48 of 1897 (Haradhone Bhose -vs- Harish Chandra Ghosh & Anr.) in the First Court of Sub-ordinate Judge

of 24-Parganas, Alipore, TOGETHER WITH certified copy of the decree passed in the said suit and signed on 11.5.1897.

IN WITNESS WHEREOF the Vendor through his said mother the said Sm. Shefali Dhar and the Confirming Parties have executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by the said Vendor at Calcutta in the presence of -

R. Chatterjee
Solicitor Calcutta
B. Mohan Dhar
Solicitor Calcutta

ভদ্রন বর-নবানব স্তম্ভে অভিজিবক
হ: কনম
সাতা-সোয়ালি বর



SIGNED SEALED AND DELIVERED by the said Sm. Shefali Dhar one of the Confirming Parties at Calcutta in the presence of

R. Chatterjee
as above
B. Mohan Dhar
Solicitor Calcutta

সোয়ালি বর



SIGNED SEALED AND DELIVERED by the said Nani Mohan Dhar the other Confirming Party at Calcutta in the presence of

R. Chatterjee
as above
B. Mohan Dhar
Solicitor Cal

Nanimohundhar



Received of and from the within mentioned Purchasers the within mentioned sum of Rs. 19,000/- (Rupees Nineteen thousand) only being the within mentioned consideration as per memo below :-

MEMO OF CONSIDERATION:

By 190 pieces of R. B. Notes of Rs 100/- value each Rs 19,000/-

Total Rs 19,000/-

witnesses:- (Rupees Nineteen thousand only)

R. Chatterjee
as above
B. Mohan Dhar
Solicitor.

Explained the foregoing document including schedule, Receipt claim and the plan to Sm Shefali Dhar and Sri Nani Mohan Dhar by me
R. Chatterjee
Solicitor Calcutta

ভদ্রন বর-নবানব স্তম্ভে অভিজিবক
হ: কনম
সাতা-সোয়ালি বর

HOWI
FORMED
ANNEXE
PRE. No



Presented for Registration at
11.11 A.M. or P.M. on the 12th
day of March 1965 at the Office
of the Sub-Registrar Alipur
Sadar by Sh. Shefali Khan
Executant or Claimant or attorney

for
M. Khan
Sub-Registrar of Alipur
Dist. 24 PARGANAS

উম্মুনন্বর নাওয়ালক
কম্প অডিশ্যরক

মুদ্রা ও
স্বাক্ষর

সেফালিন্দর
2723

Nawim Khan Dhus

2724

Smt. Kamee Dhus

সেফালিন্দর
1) Sh. Shefali Khan wife
of Nawim Khan Khan
for sale as executant
former Blondal
by
Sh. M. Khan
Khan Khan
Son/Wife of late Gopal Khan
of Sh. Shefali Khan
Thana Sh. Shefali Khan
District Dist. 24 Parganas
By Caste Hindu by Profession Home wife

Sh. M. Khan by
Smt. Kamee Dhus
Son/Wife of late Khan Khan
of Sh. Shefali Khan
Thana Sh. Shefali Khan
District Dist. 24 Parganas
By Caste Hindu by Profession Home wife

M. Khan
Sub-Registrar of Alipur
Dist. 24 PARGANAS

ONVEYANCE PLAN
 SHOWING THE PORT OF LAND BEING THE B SCHE
 FORMED OUT OF PLOT B PROPERTY AS SHOWN IN
 ANNEXED TO THE DECRET IN SUIT NO. 113 OF 1965
 PLOT NO. 1 LHEEL ROAD DARKHURIA CALCUTTA-74 P-2
 STATE OF WEST BENGAL
 PORTION OF THE SAID B SCHE DULE PROPERTY FOR



25-3-65
 Sub-Registrar of Allipur
 Dist. 24 PARGANAS

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Plan passed at

306/68
 39
 269
 2137
 1965

Handwritten signature
 Sub-Registrar of Allipur
 Dist. 24 PARGANAS
 25-3-65

DARKHURIA ROAD
 DIST. NO. 108 D

CONDUIT OVERHEAD
 DIST. NO. 108 D



B. M. Dhar,
Solicitor,
6 Old Post Office St.,
Calcutta.

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262-37
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Sub-Registrar of Alipore
Dist 21 P.O. ALIPORA
25.3.65

CONVEYANCE

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Sub-Registrar of Alipore
Dist 21 P.O. ALIPORA

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BETWEEN
BHOMBOI DHAR
AND
PARSH MOHAN DHAR & ANR.



=====
DATED THIS 12th DAY OF MARCH 1965
=====

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24/4/65