

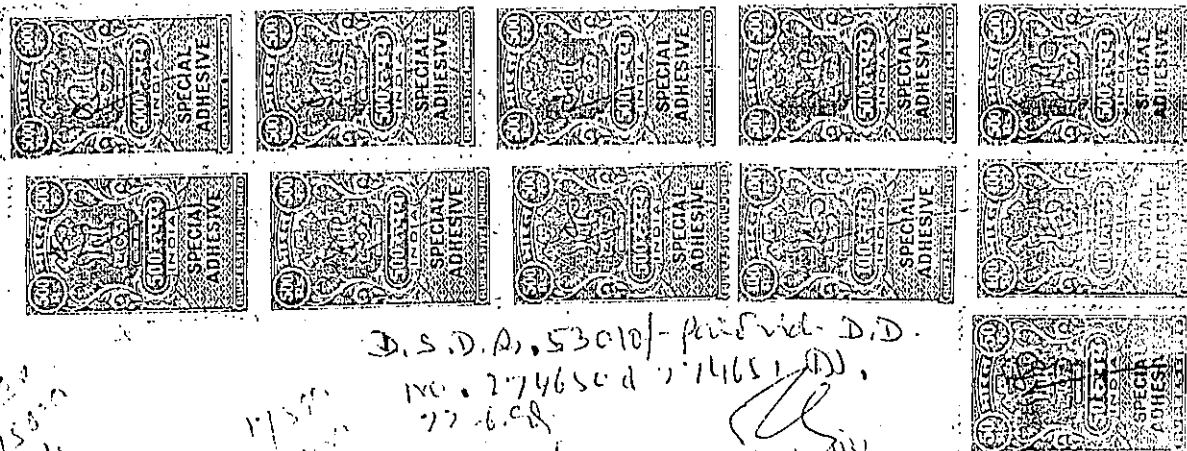
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11/11/98

D.S.D.A. 53010/- paid. D.D.
No. 774650 d 7/11/98
77-6-98
A. 8327/-
U/S 18 of the W.B. prevention of under
Valuation of Instruments Rule 1994
Market Value Assessed Rs. 1132800/-
Deficit Stamp Duty of Rs. 53010/-

STAMP AFFIXED BY
22/2/99
SUB-DIVISIONAL ENGINEER
MACHHA DISTRICT

THIS DEED OF SALE IS MADE on this the 13th day of

Stamp Duty under the Indian Stamp Act 1899 and Section 34 of the Bengal Land Revenue Act 1880
Ninety-nine (1999) BETWEEN CLIVE PAUL FLAVIEN
(2) VICTOR FLAVIEN all
under the will of Late Sylvain Joseph Stamboulie, by faith
Christian, by occupation Land-Holder, residing at
Additional duty paid under the Bengal Improvement Act 1911
18 Wellesly 2nd. Lane, Police Station Park Street,

Final Rs. A 4114/-
H 28/-
E 7/-
Total 4149/-
4153/-

Victor Flavier

contd. p/2.

Sl. No. 678(1) 25/2/88
 Held to Sub-Register
 Address
 Re: 18/4/88
 Stamp Clerk
 Allpore Treasury Bench 24-88

Decided on 25/2/88

2-55 25/2/88 on the 13th

April 1988

at the District Registration Office

Allpore Bench 24-88

Decided on 25/2/88

the District

Allpore Bench

Decided on 25/2/88

Power of attorney

of 18/4/88

Registered

15, may 12 1988

20 2000

Nelson Flavien

SNF

1 Nelson Flavien

80 St. Sylvain Joseph Stamboulie

718, Wellesly 2nd. Lane

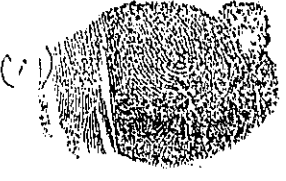
P.S. Pagny Street, Calcutta

only
 As constituted
 Attorney for Clive Paul Flavien &
 Victor Flavien.

18

Stamp of District Registration Office
 Allpore Bench
 13.4.88

25/2/88



2206

Decided on 25/2/88

(1) Clive Paul Flavien

(2) Victor Flavien

by the pen of

Nelson Flavien

their constituted attorney

Nelson Flavien

Identified by

P. Mahanta

High Court, Calcutta.

P. Mahanta

Advocate

High Court, Calcutta

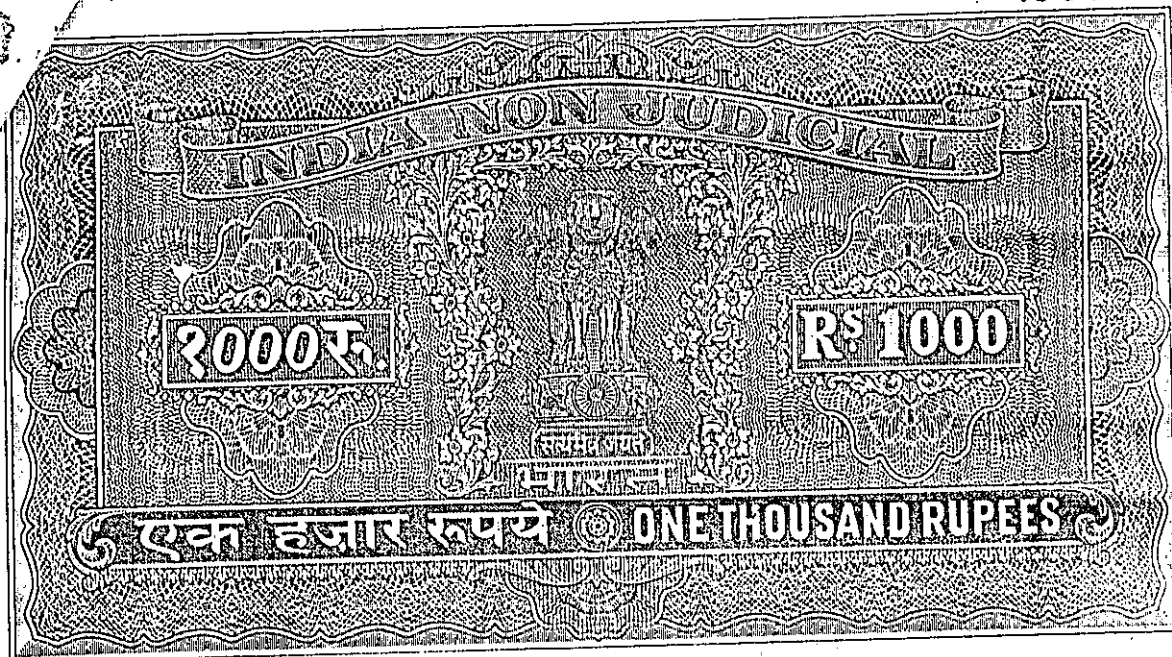
13.4.88

Decided on 25/2/88

Stamp of District Registration Office

13.4.88

District Sub-Register III
 Calcutta



(2)

Calcutta - 700 016, represented by his Constituent
 Attorney NELSON FLAVIEN son of Late Sylvain Joseph
 Stamboulie, by faith Christian, by occupation Land-Holder,
 residing at 18, Wellesly 2nd. Lane, Police Station Park
 Street, Calcutta - 700 016, hereinafter called and
 referred to as the 'V E N D O R S' (Which term or

Nelson Flavier.

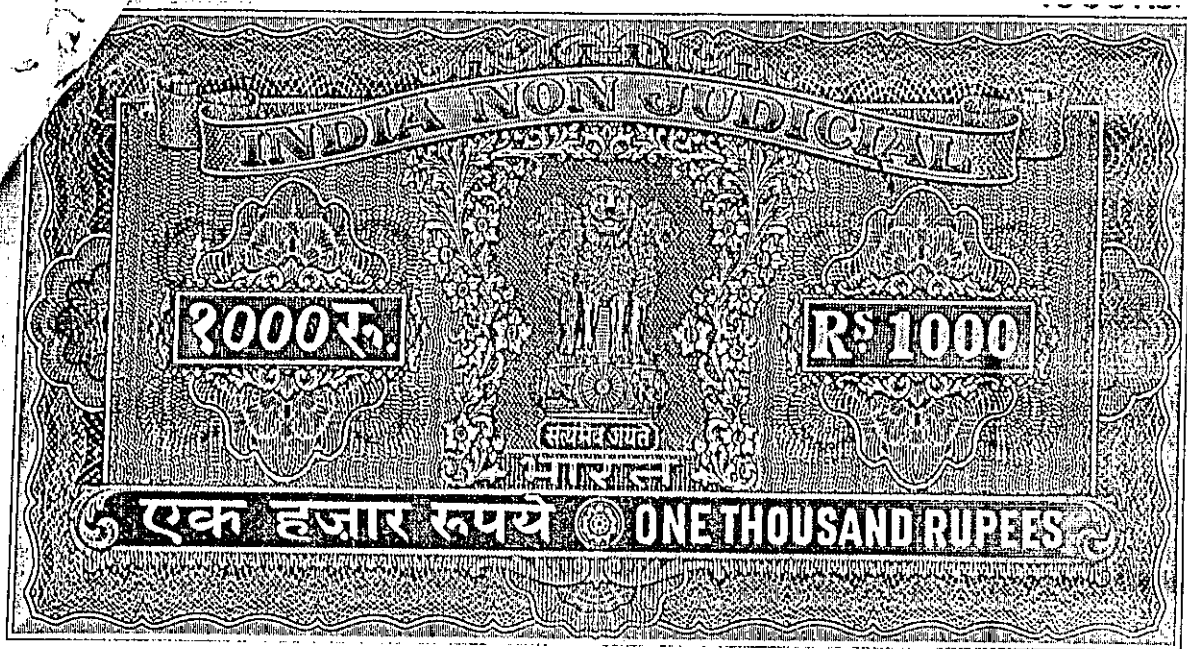
No. 628(4) 25/2/99
 Date of Birth 6-4-1949
 Name A. C. S. S. S. S.
 10-000-1
 940-20799
 Address: [illegible]
 [illegible]



3

[illegible]
 [illegible]

About 24-4-99
 26-8-99



(3)

expression shall unless excluded by or repugnant to the
context shall be deemed to mean and include the legal heirs,
executors, representatives, administrators and assigns)
of the ONE PART.

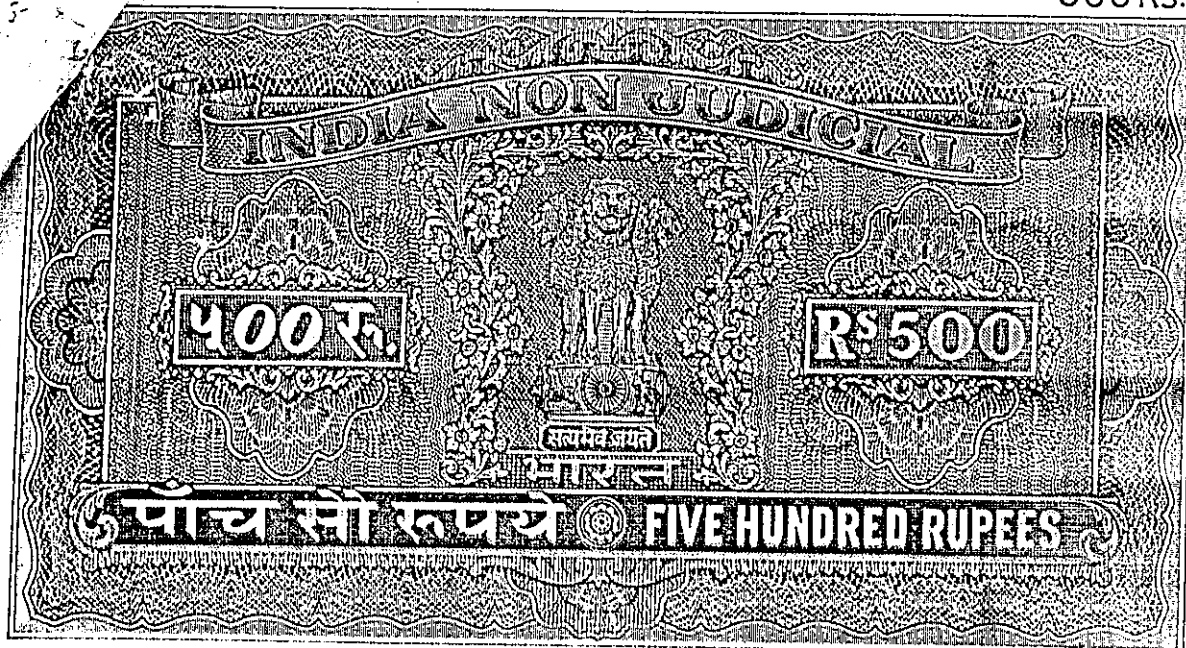
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Contd. P/4.

B. No. 478(4) 25/2/99
 Edition 1st U. Shanti 007
 Date 1000
 S. M. G. 25/2/99



District Sub Registrar III
 District 24-Parganas (South)



(4)

A N D

37
SEEMA BEGUM wife of Nabi Mohammed, by faith Islam,
 by occupation Business, residing at 10/N, Tiljala Shibtala
 Lane, Police Station Karaya, Calcutta - 700 039, herein-
 after called and referred to as the 'PURCHASER'
 (Which term or expression shall unless excluded by or
 repugnant to the context shall be deemed to mean and

Nelson Flamen.

678(9) 25/7/99
R. K. Shetty
Sof -
Shetty

1 mpa 2, 2 2 cm

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17, swp.

District Sub-Register-III
Alipur 24-Parganas (South)

(5)

include her legal heirs, executors, representatives, administrators and assigns) of the OTHER PART.

W H E R E A S one David Sassion and Co. a Company having its registered office at 12, Leagon Hall Street, London, having its Branch office at 4, Lower Range, Calcutta, was the absolute owner of 11(eleven) Bighas 10(ten) Cottahs 8(eight) Chittaks and 41(fortyone) square feet of land, comprised in Holding no. 208 and 212, formerly numbered 145, 150, 151A, 151B, 152, 155, 155A, 155B, and 156, being Municipal Premises no. 10 and 20, Topsia Road and 1(one)

Deborah Flanagan

contd. p/6-



District Sub-Registrar-I-III
Alipuri 24 Parganas (South)

(6)

Bigha 10(ten) Cottah 6(six) Chittaks 27(twentyseven) Square feet comprising in Holding no. 157/158, being premises no. 21, Topsia Road and 1(one) Bigha 1(one) Cottah 3(three) Chittaks being Holding no. 200, Premises no. 32, Topsia Road, and 1(one) Bigha 18(eighteen) Cottahs 11(eleven) Chittaks and 18(eighteen) Square feet of land, being Holding no. 199, vide Premises no. 33, Topsia Road, within the limits of the Village Topsia, Mouza Gobra East, Police Station- Beniapukur, Sub-Registry office Sealdah, District: 24-Parganas.

AND WHEREAS after obtaining the property from the rightful owner the said David Sassion and Company has enjoying the same free from all encumbrances and attachment after mutating its name in the records of the Settlement Records of rights.

David Sassion



District Sub Registrar -III
Alipur 24-Parganas (South)

(7)

AND WHEREAS on 26th. day of May, 1933 the said David Sassion and Company have transferred the above mentioned property altogether measuring about 16(sixteen) Bighas 1(one) Cottah 13(thirteen) Chittaks and 41(fortyone) Square feet of land in favour of the predecessor-in-interest of the Vendor Flavien Joseph by a registered deed of sale from the office of the S.R.Sealdah, registered in Book no.1, Volume no. 17, Page nos. 31 to , Deed no. 794, for the year 1933 .

AND WHEREAS after obtaining the property from the rightful owner the said Flavien Joseph Stamboulie was enjoying the same free from all encumbrances and attachments after mutating his name before the records of the Settlement records of rights .

To W. W. W. Flavien .

contd. p/8.



District Sub Register-III
Alipuri 24 Parganas (South)

(8)

AND WHEREAS on 16th. day of June, 1956 the said Flavien Joseph have purchased another piece and parcel of land measuring about 15(fifteen) Cottaks 14(fourteen) Ohittaks comprised in Holding no. 173, being premises no. 30/1, Topsia Road(South), under Mouza East Gobra, Police Station Deniapukur, District: 24-Parganas from the rightful owner Haji Altaf Hossain son of Sk. Badhu of 1/A, Noor Ali Lane, Calcutta, by a registered deed of sale from the office of the Sub-Registrar at Sealdah, registered in Book no. 1, Volume no. 27, Page no. 151 to 155, Being no. 1554, for the year 1956 .

Flavien Joseph

contd. p/9.



District Sub Registrar-III
Alipur 24 Parganas (South)

(9)

AND WHEREAS after purchasing the property from the rightful owner he was enjoying the same along with his other properties after paying necessary taxes to the local authority .

AND WHEREAS on 31st. day of May, 1957 the said Antoine Flavien alias Flavien Josphe Stamboulie have purchased another piece and parcel of land, measuring about 17(seventeen) Cottahs 13(thirteen) Chittaks and 15(fifteen) Square feet comprised in Holding no. 204, premises no. 30/2, Topsia Road(South), from the rightful owners Probodh Chandra Mukherjee son of Ram Kamal Mukherjee, Smt. Nanda Rani Devi, widow of Late Bhola Nath

Probodh Chandra Mukherjee

contd. p/10.



District Sub-Registrar III
Alipur 24 Parganas (South)

(10)

Mukherjee son of Charu Chandra Mukherjee, Nalin Kumar
Mukherjee son of Sarat Chandra Mukherjee Anil Kumar Mukherjee
son of Sarat Chandra Mukherjee, Smt. Annapurna Devi widow
of Late Purna Chandra Mukherjee, Sribash Mukherjee son of
Purna Chandra Mukherjee of 77A, 77C, 77D, Deb Lane, Entally,
by a registered deed of sale from the office of the D.R. at
Alipore, registered in Book no. 1, Volume no. 53, page nos.
214 to 221, Being no. 3295, for the year 1957.

AND WHEREAS after purchasing the property from the
rightful owner the said Antoine Flavien was enjoying the same
alongwith other properties after paying necessary taxes to the
local authority .

Antoine Flavien

contd. p/11.

29

District Sub-Registrar-III
Alipore 24-Parganas (South)

(11)

AND WHEREAS on 3rd. day of April, 1957 the said Antoine Flavien have purchased another piece and parcel of land measuring about 1(one) Bigha 17(seventeen) Cottahs 3(three) Chittaks and 5(five) Square feet of land, comprised in Holding no. 198, Premises no. 41, Topsia Road(South), Mouza Topsia, Police Station - Beniapukur, District: 24-Parganas from the rightful owner Sk. Tahiruddin Ahmed son of Sk. Abdul Khair, of 35, Topsia Road,(South), Calcutta, by a registered deed of sale from the office of the Sub-Registrar at Sealdah, registered in Book no. 1, Volume no. 20, Page no. 105 to 112, being no. 640, for the year 1957.

Antoine Flavien

contd . p/12.



12
District Sub Register-III
Alipur 24-Parganas (South)

(12)

AND WHEREAS by virtue of purchase through four separate registered deeds the said Antoine Flavien son of Joseph Flavien of 12, Kyd Street, Calcutta, became the absolute owner in respect of 19(nineteen) Bighas 11(eleven) Cottahs, 12(twelve) Chittaks and 16(sixteen) Square feet of land comprised in Mouza Purba Gobra, Topsia, Police Station Benispukur, Calcutta, District: 24-Parganas, specifically mentioned and described in the schedule hereunder written and since then he was enjoying the same free from all encumbrances and attachments after paying necessary taxes to the local authority .

AND WHEREAS the said Sylvain Joseph Stamboulrier also known as Sylvain Joseph Flavien Antoine S.J.Flavien and Antoine Flavien died intestate on 28th.day of September, 1958, leaving behind him the following persons as his sole

Sylvain Flavien



District Sub Register-III
Alipur 24-Parganas (South)

7.7. legal heirs and executors :-

- | | | |
|----|-------------------------------|--------------|
| 1) | MRS. MYRTLE ADELE FLAVIEN | (Widow) |
| 2) | ANTOINE J.W. FLAVIEN | (Son) |
| 3) | CLIVE PAUL FLAVIEN | (Son) |
| 4) | NELSON FLAVIEN | (Son) |
| 5) | NECHOLAS FLAVIEN | (Son) |
| 6) | VICTOR FLAVIEN | (Son) |
| 7) | MRS.ADELE LUTTER (NE FLAVIEN) | (Daughter) |

AND WHEREAS after the demise of the said Antoine Flavien the above mentioned persons have jointly inherited the property left by their demised predecessor as per the provision laid down by the Indian Succession Act. 1925 .

Nelson Flavien

contd. p/14.



District Sub Registrar-III
Aligarh District (South)

(14)

AND WHEREAS in accordance with the provision of the Indian Succession Act, 1925 the said Mrs. Myrtle Adele Flavien the widow became the absolute owner in respect of the undivided 1/3rd. share of interest in the Estate left behind by her demised husband Antoine Flavien and the remaining property were devolved ~~via~~ upon his sons and daughter in equal proportion at the rate of undivided 1/9th. share of interest in the entire Estate left by the said deceased Antoine Flavien .

AND WHEREAS by the order of the Hon'ble High Court at Calcutta in its Testamentary and interest Jurisdiction in the matter no. 153/1960 the said Myrtle Adele Flavien was appointed and an administratrix to Estate deceased Antoine Flavien and letters of administration out of and under the seal of the said High Court was issued to her .

Myrtle Adele Flavien

contd. p/15.



3

District Sub Register-III
Alipur 34 Parganas (South)

(15)

AND WHEREAS by an order dated 26th. day of June, 1978 the said Hon'ble High Court at Calcutta delivered and discharged the said Myrtle Adele Flavien as an administratrix and appoint Mr. G.P. Ghosh, Advocate as an Administrator Pendente lite over and/or in respect of the entire Estate both movable and immovable including the said property of the said deceased Antoine Flavien .

AND WHEREAS the said Hon'ble High Court at Calcutta by an order dated 24th. day of July, 1979 directed the said administrator pendente lite to instruct M/s. Talbot and Company Engineers, Surveyors and Valuers to survey or Assess the value and divide the said property into 9(nine) equal plots and submit a Scheme of Partition of the said property amongst the parties in accordance with their respective shares .

Mukul Chandra



3

District Sub Registrar-III
Birgaon 24-Parganas (South)

(16)

AND WHEREAS during the course of the said proceeding on or about 27th. day of July, 1979 Mrs. Myrtle Adele Flavien died .

AND WHEREAS by an order of the Hon'ble High Court at Calcutta made on 4th. day of September 1979 and on 28th. day of November, 1979 the said MR. G.P. Ghosh, Advocate was discharged from the part of administrator instead of him Mr. D.K. Ghosh Bar-at - Law was appointed as an administrator pendente-lite in his place and was empowered inter alia to continue the winding up proceeding partition and distribution of the said property .

AND WHEREAS after being administrator the said D.K.Ghosh instructed the said M/s. Talbot and Company to survey and value the said property prepare a Plan and to frame a

Talbot & Co.



3

District Sub-Register-III
Aligarh 24 Paragana (South)

(17)

Scheme of division thereof .

AND WHEREAS the said M/s. Talbot and Company surveyed a value of the said property and prepared a Plan thereof and sub-divided the same into 9(nine) plots indicated in the said plan or map prepared by them as lot 1 to 9 .

AND WHEREAS the said M/s. Talbot and Company by its reports dated 29.01.1979 and 6th. day of March, 1979 submitted the result of survey and valuation of the said property including the Map or Plan prepared by them to the said Mr. D.K.Ghosh administrator pendente lite .

Talbot & Co.

contd p/18.



District Sub-Register-III
Alipuri 24-Parganas (South)

(18)

AND WHEREAS the said M/s. Talbot and Company in the said Map or Plan prepared by it provided for a 30' ft. wide common passafe as indicated thereon for using common by all the said plot holders for the fruitful and beneficial user enjoyment and possession of the respective lots.

AND WHEREAS x the aforesaid heirs and legal representatives of the deceased for their better user and enjoyment of the said property mutually accepted and affirmed the said partition by meets and bounds.

Wilson Flannery

contd. p/19.



District Sub-Register-III
Aligarh 24-Parganas (South)

(19)

AND WHEREAS the said Mr. D.K.Ghosh, administrator pendentelite have distributed the said respective lots to the heirs and legal representatives of the said deceased in the manner mutually agreed by them as aforesaid .

AND WHEREAS the said D.K.Ghosh, by his report dated 16th. day of July, 1982 brought the matter to the notice to the Hon'ble Court and inter-alia reported that he had divided and distributed the land and building at Topsia, to the heirs and legal representatives of the said deceased and that the accounts through the said heirs, and legal representatives had been amicably settled and that the said parties had agreed to accept particulars lots are

Deputy Commissioner

contd. p/20.



3

District Sub Registrar-III
Alipur 24 Parganas (South)

(20)

as demarketed by the said M/s- Talbot and Company as their
N.F. respective share and that ⁷²⁰owelty money would be payable by
any of the said parties .

AND WHEREAS by an order dated 16th. day of August,
1982 passed by the Hon'ble Justice Mr. Depak Kumar Sen,
Hon'ble Justice Mr. Depak Kumar, Sen, Hon'ble Judge Calcutta
High Court confirmed the said interim report passed by
Mr. D.K.Ghosh, administrator pendentelite passed by the
Hon'ble High Court at Calcutta .

Nelson Fleming

contd. p/21-



District Sub Registrar - III
Alipur 24 Parganas (South)

(21)

AND WHEREAS on the death of Mr. D.K. Ghosh, the Hon'ble High Court by order dated 25th. day of June, 1983 appointed Mr. Gour Ray Chowdhury, Bar-at-Law as the administrator pendente lite in place of the said Mr.D.K.Ghosh, deceased.

AND WHEREAS by further order dated 16th. day of February, 1989 the said Mr.Gour Ray Chowdhury was discharged from further acting as administrator pendente lite and Nelson Flavien and Mr. Niranjana Haldar were appointed as joint administrator pendente lite over the estate of the said deceased in place and instate of Gour Ray Chowdhury .

Nelson Flavien

contd.p/22.



3

District Sub-Register-III
Alipuri 24 Pargana (South)

(22)

AND WHEREAS after the distribution of the property in accordance of the direction passed by the Hon'ble High Court the Vendor and his co-sharer have amicably settled their disputes hence the case was dropped.

AND WHEREAS it can be mentioned here that the property left by Mr. Antoine Flavien was divided into 9(nine) plots as per the direction passed by the Hon'ble High Court at Calcutta in the manner have setforth hereunder written .

Victor F. L. L.

contd. p/23.



District Sub-Register-III
Alipuri 24 Parganas (South)

(23)

Premises no. 29, Topsia Road(South), Police Station-Beniapukur, now Topsia, Calcutta- 700 046, and since then he was enjoying the same free from all encumbrances and attachments after paying necessary taxes to the local authority .

AND WHEREAS the competent authority, Calcutta vide his notice no. 18 UL XI 327/91 dated 26th. day of July, 1991 in exercise of the Power conferred under Sub-Section II of Section 6 of the Urban Land Ceiling and Regulation Act, 1976 directed Mr. Nelson Flavien to file statement of Form no.1, without giving any notice to his co-sharers.

Nelson Flavien

contd. p/25.



3

District Sub-Register-III
Alipur 24-Parganas (South)

(25)

AND WHEREAS against the said notice the said Nelson Flavien objected the same as he has no statutory liability for filling the same as the property have amicably partitioned amongst the co-sharers as per the direction made by the Hon'ble Court at Calcutta and the provision of Urban Land Ceiling and Regulation Act. 1976 have no application because the said Nelson Flavien and his co-sharer became the owner of the schedule property in the year 1958 so their properties can not be clubbed together with for the purpose of the said act in as much as they hold the same in severality.

T H A T the representation made Nelson Flavien was negated by the competent authority .

Nelson Flavien

contd. p/26.



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District Sub-Register-III
Alipur 24-Parganas (South)

(26)

AND WHEREAS being aggrieved and dissatisfied by the impugned order made by the competent authority the said Nelson Flavien have filed a Writ Petition before the Hon'ble High Court at Calcutta under Article 226 of the Constitution of India Challenging the impugned order passed by the competent authority .

T H A T the Writ was registered as Matter no. 360/93.

AND WHEREAS after hearing both the parties the Hon'ble Mr. Justice Dipak Prasad Kundu vide his Order dated 17.02.1998 was pleased to direct the respondent no.2, competent authority to hear the matter no. 360/93 and

Nelson Flavien



3
District Sub Registrar-III
Aligarh 24 Patnamas (South)

(27)

the application in C.A.No. 2665/97 as representation made by the Writ Petition or and also added respondent and consider the same and to pass a Reasoned Order within 6(six) Weeks from the date of commencement of the said Order in accordance with the direction passed by the Hon'ble Court at Calcutta.

AND WHEREAS in pursuance of the order passed by the Hon'ble High Court at Calcutta, the competent authority was pleased to hear the Ld.Lawyer for the petitioner and the added respondent on 20.03.98 and finally on 17.08.98 and was pleased to hold that the notice dated 26.07.91 issued by the competent authority under Section 6(2) for filling return under Section 6(1) of the act was vague and illegal

Justice F. Khan

contd. p/28.



District Sub-Register-III
Alipur 24-Parganas (South)

(28)

because it would not be issued to any persons as there is no such provisions of Service of notice and it was not permissible because use the petitioner Nelson Flavien was not 'KARTA' of the Hindu undivided family, Moreover that no statement under Section 6(1) was filed by the petitioner, the competent authority has no Jurisdiction to prepare draft statement under section of 8 of the said act, as such the said proceeding in Sue-Moto Case no. 243/91 was bad and illegal and the same is liable to quashed and there is no provision in Section 6 itself authorising the competent authority to start Sue-Moto proceeding, the non compliance of the provision of the Act. 31 of the Act. However in the instant case no such action was taken by the predecessor-in-interest of competent authority to proceed against the holder under section 38 of the said Act.

Nelson Flavien



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District Sub Registrar-III
Alim 24 Para-ma (South)

(29)

AND WHEREAS it was also observed by the competent
N.F. authority "My Predecessor in office proceeded without
Sue-Moto proceeding which was not only irregular but also an
illegally as being not provided under law accordingly I find
no other way out but to drop Sue-Moto proceeding no.243/91.

IT CAN be mentioned here that the father of the
Purchaser x is occupying a portion of the above mentioned
property measuring about 5(five) Cottahs of land together
with a tile shaded pucca structure measuring about 1130
square feet under the Vendor as a monthly rental of Rs.460/-
(Rupees Four Hundred and Sixty) only payable according to
English Calendar month since 1985 .

Valer Flanion

contd. p/30.



3

District Sub-Register-III
Alipur 24-Parganas (South)

(30)

AND WHEREAS after the clearance of the property from the competent Court of Law, the tenant being the purchaser of the property express her willingness to purchase the tenanted property from the rightful owner at a total consideration of Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive Thousand) only free from all encumbrances and attachments and the Vendor have agreed to transfer the property in favour of the purchaser at the aforesaid consideration money free from all encumbrances and attachments and the Vendor have a clear and marketable title to the property .

AND WHEREAS the Vendor have authorised Mr. Nelson Flavien to dispose their respective lot (at a reasonable market price in favour of the intending purchaser as the

Nelson Flavien

contd. p/31.



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District Sub Registrar-III
Alipuri 24-Parganas (South)

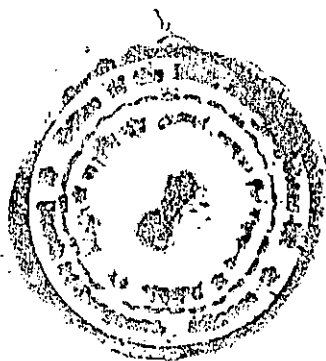
(31)

Vendor reside far away from the schedule property and have issued a POWER OF ATTORNEY in favour of his brother MR. NELSON FLAVIEN so that he may be able to transfer the schedule property on his behalf in favour of the intending purchasers .

AND WHEREAS the Purchaser herein have agreed to purchased all that piece and parcel of demarketed land measuring about 5(five) Cottahs be the same a little more or less, lying and situated at Mouza East Gobra, Holding no. 212, 157/158, under the portion of premises no. 29, Topsia Road (south), Police Station Beniapukur, now Topsia, within the Sub-Registry office at Sealdah, within the Calcutta Municipal Corporation, being demarketed portion

Nelson Flavién

contd. p/32.



3

District Sub-Register-MI
Alipore 24 Parganas (South)

of the Lot no.3&4, Scheme plot no. 39D, in premises no. 29, Topsia Road(South), Police Station- Beniapukur, now Topsia, Calcutta - 700 046, C.M.C. Ward no.59, District: 24-Parganas (South), togetherwith tile shade structures standing thereon at a consolidated consideration of Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive Thousand) only which is fair, reasonable and marketable and the Vendor have agreed to transfer the demised property at the aforesaid consideration money, free from all encumbrances and attachment .

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 3,75,000/- (Rupee Three Lakhs Seventyfive Thousand) only paid by the Purchaser to the Vendor on or before the execution of this present agreeing the said sum of

For and on behalf of the Vendor



District Sub-Register-III
Alipur 24-Parganas (South)

3,75,000/- (Rupees Three Lakhs Seventyfive Thousand) only the payment and receipt whereof the said Vendor do hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquite, release and discharge the property and the purchaser, her heirs, executors, administrators, representatives, assigns and assure unto the purchaser absolutely and forever all that piece and parcel of revenue paying demarketed land measuring about 5 (five) Cottahs be the same a little more or less togetherwith a tile shaded structure standing thereon alongwith bath and privy etc. being portion of premises no. 29, Topsia Road (South), Police Station- Beniapukur, now at Topsia, Calcutta- 700 046, District: 24-Parganas (south), WHATSOEVER the said plot hereby transferred or any part thereof now are at any time or times heretofore were or was situated butted and bounded called known

Mukund Chandra

contd. p/34.



District Sub-Register-III
Alipuri 24 Parganas (South)

numbered described or distinguished togetherwith all structures
yards, court-yards privileges, hedges, drains, water course,
liberties and easement and appertenances whatsoever thereunto
belonging to or occupied therewith A N D all the right,
title and interest claim and demands whatsoever both at law
or in equity of the Vendor unto upon or in respect of the
said premises and every part thereof hereby conveying
TO HAVE AND TO HOLD the same and inheretated thereof in fee
simple unto or in respect of the said property and every part
thereof hereby conveyed to have and to hold the same and the
inheretence thereof and unto and to the use of the purchaser
absolutely and forever and the Vendor covenant with the
purchaser that NOTWITHSTANDING any acts deeds, things by the
Vendor, the Vendor hath good rightful power and absolute
authority to grant convey transfer and assure the said

Witness my hand



3
District Sub Registrar-III
Alipuri 24-Parganas (South)

(35)

demarketed land premises unto the purchasers in the manner aforesaid in the severally hold possess and enjoy the said premises demarketed land with structures and received the bent issues and profit thereof without any lawful eviction interruption claim and demands whatsoever from or by the Vendor or any person or persons having lawfully or equitably claiming from or encumbrances, under or trust for the Vendor and that free from all encumbrances defects in title whatsoever made or suffer by the Vendor and further the Vendor and all persons having and lawfully claiming any estate or interest in respect of the said premises or any portion thereof from under or in respect of the said premises

Deben T. Brown

contd. p/36.



District Sub-Register-III
Alipur 24-Parganas (South)

(36)

or any portion thereof from under or in trust for the Vendor, the Vendor shall and will at all times hereafter at the request and cost of the purchasers do and execute or cause to be done or executed all such further and others acts, deeds matters and things whatsoever for the better further and more perfectly and absolutely conveying granting assuring the said premises and every part thereof in the manner aforesaid unto the purchaser according to the true intent and meaning of these deeds or shall or may be reasonably required and the Vendor doth hereby covenant with the purchaser that they will unless prevented by fire or some inevitable accident from time to time and all times hereof upon very reasonably request and at the cost of the purchaser or the owner or owners for the time being of the said land and hereditaments or any part thereof produce or cause to be produced at any

Nelson Flannery

contd. p/ 37.



3

District Sub-Register-III
Alipur 24-Parganas (South)

(37^m)

trial hearing or commission, examination or otherwise as the relating to the said premises for the purpose of maintaining defending and providing his estate title or possession of the said land the right thereof are hereby sold transferred conveyed and assigned and assured or intended so to be and also at like request and costs deliver or cause to be done ~~to~~ or delivered to the purchaser hereditaments and premises or any part thereof such attested or others copies extracts or abstracts from the said documents as they may required shall in the mean time and unless prevented as aforesaid keep the said documents are unobliterated ~~unchallenged~~ that the Plan or Map annexed herewith shall be treated as a part of the original Deed .

Valerian Flannery

contd. p/38.



District Sub-Register-III
Alipuri 24 Parganas (South)

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Revenue paying
bastu land measuring about 5(five) Cottahs 00 Chittaks
00 Sq.ft. be the same a little more or less, togetherwith
brick built R.T. Shaded 5(five) rooms, including bath,
kitchen and latrine, measuring about 1160 Sq.ft.
constructed in the year 1974 togetherwith the easement
right of 33' ft. wide common passage situated on
the western side leading to the main road situated at
Mouza East Gobra, comprised in Holding no.21 and 157/158,
formerly numbers 145, 150, 151A, 151B, 152, 155, 156,
being a portion of Municipal Premises no. 29, Topsia
Road(south), comprised in Ward no. 59, Brought No. VII,
which is also a portion of Lot no.3,&4, Scheme Plot no.
79p, allotted in favour of the Vendor as per the direction
passed by the Hon'ble High Court at Calcutta

Dulson Flamen



Alipur 24-Parganas (South)

(39)

which is clearly delineated in the Map or Plan annexed herewith and demarketed with RED border, within Police Station Beniapukur, now at Topsia, Sub-Registrar Sealdah, District: 24-Parganas(south), the Plan or Map annexed herewith whichw will be treated as a part of the original Deed .

ON THE NORTH	: Scheme Plot no. 19E, Portion of Premises no. 29, Topsia Road(south),
ON THE SOUTH	: Scheme Plot no. 19A, Portion of Premises no. 29, Topsia Road(south).
ON THE EAST	: Portion of Premises no. 29, Topsia Road (south). Lot. 4.
ON THE WEST	: Common Passage .

Sub-Registrar Sealdah

Contd. p/40.



3

District Sub-Inspector-III
Alipur 24-Parganas (South)

(40)

IN WITNESSES WHEREOF the Vendor hereunto seal and
signed with his hand on the day, month and year first
above written .

WITNESSES:

1. P. M. K. S. Roy
Advocate.
10. K. S. Roy Road
Calcutta

(1) One Ramee Flaminio
(2) Victor Flaminio.
By the pen of
Victor Flaminio
his constituted attorney.

SIGNATURE OF THE V E N D O R

2. Samir Bindas.
V. I. P. Nagar
P.S. - Tiljala, Calcutta - 39.

DRAFTED BY ME :

R. V. S. R. K. M.

ADVOCATE,

JUDGES' COURT, ALIPORE,

TYPED BY ME :

SK. J. C. Langir



3

6-1-III
Alipur 24-Parganas (South)

1000Rs.

(41)

MEMO OF CONSIDERATION

RECEIVED sum of Rs. 3,75,000/- (Rupees Three Lakhs Seventyfive Thousand) only from the above named purchaser as a full
 Consideration money on the day of March, 1999, as follows:

<u>BANK</u>	<u>BRANCH</u>	<u>DRAFT NO.</u>	<u>DATE</u>	<u>AMOUNT</u>
U.B.I.	Topsia	058107	18.03.99	40,000/-
U.B.I.	Topsia	058106	18.03.99	45,000/-
U.B.I.	Topsia	058121	20.03.99	45,000/-
U.B.I.	Topsia	058120	20.03.99	45,000/-
U.B.I.	Topsia	058122	20.03.99	45,000/-
U.B.I.	Topsia	058123	20.03.99	45,000/-
U.B.I.	Topsia	058114	20.03.99	45,000/-
U.B.I.	Topsia	058115	20.03.99	10,000/-
U.B.I.	Topsia	058116	20.03.99	10,000/-
U.B.I.	Topsia	058117	20.03.99	10,000/-
U.B.I.	Topsia	058119	20.03.99	10,000/-
U.B.I.	Topsia	058147	20.03.99	5,000/-
U.B.I.	Topsia	058148	20.03.99	45,000/-
				20,000/-
(Rupees Three Lakhs Seventyfive Thousand only)				3,75,000/-

WITNESSES:

1. P. Mohanti
Adv
2. Samir Bhaola

SIGNATURE OF THE VENDOR

(1) Clive Paul Florian.
 (2) Victor Florian.
 By the pen of
Florian Florian.
 his constituted attorney.

30

5K + 5K → 10 K' → 29 Tapsia Road South

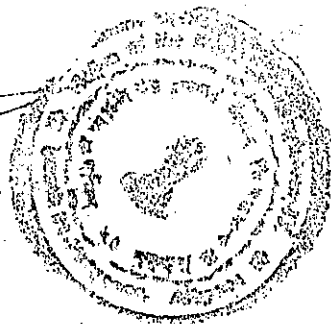
29/3 + 29/4 →

30/2/2 Tapsia Rd (1)

5K 11K 00 = 7K



Alipur 24 Parganas (South)



District Sub-Registrar-III
Alipur 24 Parganas (South)

26-8-99

Book No.
Volume No. 49
Page No. To 40
Being No. 1840
For the year 1899, 2000

16/12/99