



Admissible under rule 21 and also
 under section, *90c* of Bengal
 Revenue Act and stamped under
 the Stamp Act, 1899
 Serial No. *234*

Fee Paid ... Process Fee in C.F.S. *12*
A 139.50
E 4.00
N 2.50
 — 146.00

In the presence of Registrar *Alipore*
 11/3/66

Mar 7/1966

THIS INDENTURE made this the *4th* day of
 March One Thousand Nine Hundred and Sixty-six BETWEEN
 SHRI NALINI KANTA GUHA son of late Basanta Kumar Guha
 by religion Hindu by profession business residing at
 40A, Satish Mukherjee Road, P.S. Tollygunge, District
 21 Parganas, within the Municipal limits of Calcutta,
 hereinafter called the VENDOR (which expression shall



2.

shall unless excluded by or repugnant to the context mean and include his heirs executors administrators representatives and assigns) of the One Part AND SH. IRA MITRA wife of Shri Sameeran Mitra by religion Hindu by occupation household duties residing at 18/74/1, Dover Lane, P.S. Ballygunge, District 24 Parganas within the Municipal limits of Calcutta, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context mean and include her heirs executors administrators representatives and assigns) of the Other Part:

WHEREAS one Deljan Sheik owned and possessed



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possessed an occupancy holding under one Suchanoy Bandopadhaya in respect of .30 acre of land comprised in C.S. plot Nos. 6484 and 6496 bearing Khatian No. 1149 at an annual rental of Rupees Five only in Mouza Behala J. L. No. 2, R.S. No. 83 Touji No. 346 Pargana Balia P.S. Behala District 24 Parganas within the limits of South Suburban Municipality.

AND WHEREAS after the death of the said Deljan Sheik one Mirza Jakir Hossain purchased by a registered conveyance bearing date the 6th. May, 1938 the aforesaid property from Sheik Naol the surviving son of the said Deljan Sheik with a recital in the said conveyance that the said Deljan Sheik having died his property devolved upon his two sons Sheik

Sheik Nabi and Sheik Korban and on the death of Sheik Korban his childless widow Baharan Bibi became a 2 as. co-sharer with Sheik Nabi in the property and that the said widow Baharan Bibi made an oral gift of her share she inherited from her husband Sheik Korban to his brother the aforesaid Sheik Nabi, who thus became the absolute owner of the entire property left by Deljan Sheik aforesaid, and the said Conveyance was registered in Book No. 1 Volume No. 42 in pages 247 to 250 in the office of the District Sub-Registrar, Alipore as Deed No. 1777 for the year 1938.

AND WHEREAS one Rampada Chattopadhyaya thereafter by three different registered conveyances bearing dates the 11th. February, 1941, the 21st. February, 1941, and the 22nd. February, 1941, purchased undivided 2/5th. share of the said property stating that the aforesaid Deljan Sheik having died his property devolved upon his two sons namely, Sheik Nabi and Sheik Korban, and only daughter Sm. Khatun Bibi; thereafter Sheik Korban died leaving his childless widow Baharan, brother Sheik Nabi and sister Khatun Bibi, aforesaid, who inherited his share in the property; the said Khatun Bibi then died leaving two sons namely, - Aje Ali and Sheik Akbar Ali, three daughters namely, - Ayesha Khatun, Kshatimon Khatun, and Imaman Khatun, and her husband Dil Bahar Sheik to inherit her share

share in the property and thus the aforesaid Baharjan Bibi who had 1/10th. share in the property and the aforesaid husband, sons and daughters of Khatun Bibi who together got 3/10 share in the property were sold to and purchased by the aforesaid Rampada Chattopadhyaya by the aforesaid three conveyances and the said Rampada Chattopadhyaya possessed the same in ejmali.

AND WHEREAS the aforesaid conveyance bearing date the 11th. February, 1941, was taken by the aforesaid Rampada Chattopadhyaya in the benami of his father-in-law, Narendra Nath Bandopadhyaya, since deceased;

AND WHEREAS the said Rampada Bandopadhyaya instituted a suit for partition of the property being Title Suit No. 173 of 1947 in the Court of the Second Subordinate Judge at Alipore making himself as the plaintiff and the said Md. Jakir Hossain alias Mirza Jakir Hossain as the defendant:

AND WHEREAS the said suit thereafter having been transferred to the Court of the Second Additional Subordinate Judge at Alipore and was numbered there as Title Suit No. 77 of 1950:

AND WHEREAS in the said suit it was decreed that the said Rampada Chattopadhyaya had 2/5 share in the property in the aforesaid Title Suit No. 77 of 1950 in the Court of the Second Additional Subordinate

Subordinate Judge at Alipore.

AND WHEREAS the said Jakir Hossain filed an appeal against the said decree before the Hon'ble High Court at Calcutta being Title Appeal No. 3 of 1951.

AND WHEREAS during the pendency of the said appeal before the Hon'ble High Court the aforesaid appellant Jakir Hossain gave a Kayami Mourashi lease of the aforesaid property and his other properties keeping a margin of profit in rent of Rs. 10/- only to one Mahendra Kumar Ghose (Rai Bahadur) by a registered deed of Lease bearing date the 1st. October, 1953 and it was registered as Deed No. 6362 for the year 1953 in the Office of the Sub-Registrar at Alipore and the said Mahendra Kumar Ghose owned and possessed the same as such.

AND WHEREAS the said Mahendra Kumar Ghose thereafter purchased the aforesaid superior right title and interest in the property and other properties of the aforesaid Jakir Hossain by a registered conveyance in the benami of one Subodh Kumar Bhattacharjee and in the last Revisional Settlement the said property under Kh. No. 1149 was recorded in his name .

AND WHEREAS the said Subodh Kumar Bhattacharjee was added as an appellant in the aforesaid appeal No. 3 of 1951 before the Hon'ble High Court, then pending,

pending, by order dated the 19th. April, 1955.

AND WHEREAS by a decree of the Hon'ble High Court it was decided that the said Rampada Chattopadhyaya had $47/140$ share in the aforesaid property while the said Subodh Kumar Bhattacharjee the added appellant had $93/140$ share therein and the prayer for partition was dismissed.

AND WHEREAS the said Rampada Chattopadhyaya having .10 acre in his $47/140$ share in the aforesaid land measuring .30 acre comprised in the aforesaid c. s. plot Nos. 6484 and 6496 of Mouza Behala while the said Subodh Kumar Bhattacharjee, as benamdar of the aforesaid Mahendra Kumar Ghose, had .20 acre of the total land in his $93/140$ share.

AND WHEREAS the said Subodh Kumar Bhattacharjee the aforesaid benamdar executed a deed of Release bearing date the 7th. February, 1959 in respect of the property in favour of the said Mahendra Kumar Ghose who has been possessing the same; the said deed being Deed No. 1008 registered at S.R. Alipore in 1959.

And WHEREAS the aforesaid Rampada Chattopadhyaya having $47/140$ share and the said Mahendra Kumar Ghose having $93/140$ share in the property possessed the same jointly.

AND WHEREAS the said Rampada Chattopadhyaya while thus possessing the property jointly sold transferred and conveyed absolutely his .10 acre of land in

in his undivided 47/140 share in the property with the trees thereon and all appendages and appurtenances thereto together with all rights of easements and free from all encumbrances to the Vendor and Shri Nalini Ranjan Chakraborty of 148/2, Brahma Samaj Road, Behala, jointly by a registered conveyance in Bengali bearing date the 30th. Falgun, 1365 B.S. corresponding to the 14th. March, 1959 and it was registered in Book No. 1 Volume No. 14 in pages 162 to 166 as deed No. 774 for the year 1959 in the office of Sub-Registrar of Alipore at Behala and the Vendor and the said Nalini Ranjan Chakraborty possessed the same.

AND WHEREAS the said Mahendra Kumar Ghose sold transferred and conveyed absolutely .18 acre of Land more or less in his 3/5 share which according to the aforesaid decree in High Court is 93/140 share in the property with trees thereon and all appendages and appurtenances thereto together with all rights of easements and free from all encumbrances to the Vendor absolutely by a registered conveyance in Bengali bearing date the 13th. Asar 1367 B. S. corresponding to the 27th. June, 1960, and it was registered in Book No. 1 Volume No. 93 in pages 178 to 183 as deed No. 5400 for the year 1960 in the office of the Sub-Registrar Alipore Sadar and the Vendor possessed the same in his absolute right title and interest.

AND WHEREAS the land comprised in G. S. Plot

Plot Nos. 6484 and 6496 under C.S. Khatian No. 1149 has in the last Revisional Settlement been R. S. Plot Nos. 7274, 7277 and $\frac{7277}{7426}$ having a total area .282 of which R. S. Plot No. $\frac{7277}{7426}$ is a pathway having an area of .035.

AND WHEREAS the aforesaid Nalini Ranjan Chakraborty owns $\frac{1}{6}$ share while the Vendor owns $\frac{5}{6}$ share in the said property.

AND WHEREAS the Vendor and his aforesaid co-sharer were having inconvenience in possessing the property jointly they partitioned in separate allotments the said property amicably between themselves by a Deed of Partition in Bengali bearing date the 20th. Magh 1372 B.S. corresponding to the 3rd. February, 1966 and it was registered in Book No. 1 Volume No. 14 in pages 195 to 200 as Deed No: 545 for the year 1966 at the office of the Joint Sub-Registrar, Alipore, at Behala.

AND WHEREAS by the said amicable partition the Vendor got in his allotment marked Lot A, Lot A₁ and Lot A₂ in the plan annexed to the Deed of Partition aforesaid comprising .232 acre of land in his $\frac{5}{6}$ share while the said Nalini Ranjan Chakraborty got Lot B of the partition plan comprising .05 acre.

AND WHEREAS the Vendor has been possessing the said lands of Lot A, Lot A₁ and Lot A₂ as shown in the plan annexed to the Deed of Partition, aforesaid,

aforesaid, in khas exclusively in his exclusive right title and interest absolutely since the aforesaid amicable partition free from all encumbrances.

AND WHEREAS the piece or parcel of land measuring 4 Cottahs 7 Chattaeks 14 Square feet comprised in Lot A of the partition plan is a part of C.S. plot No. 6496 and R. S. Plot No. 7277 under Khatian No. 1149, of Mouza Behala, J.L.No. 2, aforesaid.

AND WHEREAS the Vendor has agreed to sell and the Purchaser agreed to purchase the said piece or parcel of vacant land measuring 4 Cottahs 7 Chittaks 14 Sq.ft.being a part of c.s. plot No. 6496, as aforesaid and fully described in the Schedule "A" hereunder written and delineated in the plan annexed hereto and shown with Red border therein, free from all encumbrances whatsoever with all rights of easements at or for the lump price of Rupees Twenty-two thousand Two hundred and Eighty-four only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 22,284/- (Rupees Twenty-two thousand two hundred and Eighty-four) only paid to the Vendor by the Purchaser as per memorandum of consideration written herein below (the receipt whereof the Vendor does hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge for ever the Purchaser and also the said

said land) the Vendor does hereby grant transfer convey and assure unto the Purchaser free from all encumbrances charges liens debts attachments trust wakf debattar and hispendens ALL THAT piece or parcel of land measuring 4 Cottahs 7 Chhattaks 14 Sq.ft. mentioned above, and more fully described in the Schedule "A" hereunder written and particularly delineated in the plan hereto annexed and shown with Red border therein with all rights of easements and hereinafter referred to as the said property OR HOWSOEVER OTHERWISE the said property or any part thereof now is or heretofore was numbered, called, known described or distinguished TOGETHER WITH all ways, paths, passages, water-courses, whatsoever to the said property or any part thereof belonging or in anywise appertaining thereto or now or heretofore held, used, occupied, possessed or enjoyed as part parcel or member thereof And the reversion and reversions, remainder or remainders, rents, issues, profits thereof And the rights, title, interest, claim and demand whatsoever both at law or in equity of the Vendor into outof or upon the said property or any part thereof TO HAVE AND TO HOLD the said property unto and to the use of the Purchaser for ever absolutely And the Vendor does hereby covenant with the Purchaser that notwithstanding any act deed matter or things whatsoever by the Vendor made done[✓] or executed or knowingly suffered or permitted to the contrary the Vendor has good rights full power and absolute authority to grant transfer and

and convey the said property hereby granted transferred conveyed and assured or intended so to be unto and to the use of the Purchaser and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor AND THAT free and clear, freely and clearly and absolutely discharged and exonerated or otherwise by and at the expenses of the Vendor effectually indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons whatsoever lawfully and equitably claiming as aforesaid And That the Vendor and all person or persons having or lawfully or equitably claiming any estate, right, title or interest in the said property or any part thereof from under or in trust for him And shall and will from time to time and at all times hereafter at the request of the Purchaser make and cause to be made done and executed all such acts, deeds, matters or things whatsoever for further better more perfectly granting and assuring the said property and every part thereof unto and to the use of the Purchaser in manner aforesaid or as shall or may be reasonably required And that the Vendor does hereby further covenant that he shall upon every request of the Purchaser produce or cause to be produced all or any of the documents of title relating to the said property

property hereby sold and conveyed by these presents and specified in the Schedule "B" hereunder written and retained by the Vendor and furnish such true and attested copies thereof as the Purchaser may so require and shall in the meantime keep the said documents safe.

SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece or parcel of land measuring Four Cottahs Seven Chattaks Fourteen Sq. feet more or less being part of c.s. plot No. 6496 and R. S. Plot No. 7277 under Khatian No. 1149 having raiyati sthitiban rights of Mouza Behala J.L.No. 2 R.S. 83 Parganas *Handwritten:* Balia Touzi No. 346, within the South Suburban Municipality Police Station Behala, District 24 Parganas as depicted in the plan annexed hereto and shown with Red border therein and being Lot A as shown in the plan annexed to the Deed of Partition; The total annual rent being Rs. 5. 00 P, the proportionate rent payable to the State of West Bengal is Rs. 1.25 Paise only; butted and bounded as follows:-

North - Brahmo Samaj Road,
 South - Land of Nalini Ranjan Chakraborty,
 East - 8' ft. wide common passage. and
 West - 16' ft. wide Municipal Road including drain.

SCHEDULE 'B' (List of documents)

1. Registered conveyance in Bengali dated 14.3.1959 executed by Rampada Chattopadhyaya in favour of Nalini Ranjan Chakraborty and the Vendor.
2. Registered Conveyance in Bengali dated 27.6.1960 executed by Mahendra Kumar Ghose in favour of the Vendor.
3. Registered Deed of Partition in Bengali dated 3.2.1966 between Nalini Kanta Guha and Nalini Ranjan Chakraborty.

IN WITNESS WHEREOF the above-named Vendor puts his signature hereunto the day month and year first above written.

SIGNED AND DELIVERED
in the presence of :-

Kamal Ranjan Chakraborty.
148/2 Brahmo Samaj Road.
Behala. Cal. 34.

Susie Kumar Roy
115-A Bagaha Gatin Paldi.
Cal - 32

Nalini Kanta Guha

MEMO OF CONSIDERATION

Received this day from the within mentioned Purchaser the within mentioned sum of Rs. Twenty - two thousand two hundred and eighty-four only, being the full consideration money,-

By	222 pieces of	One hundred Rupee notes.	Rs	22,200/-
	8 "	" Ten Rupees notes	Rs	80/-
	Small coins	...		4/-
		Total	Rs	22,284/-

(Rupees Twenty-two thousand two hundred and eighty-four only)

Witness

Nalini Kanta Guha

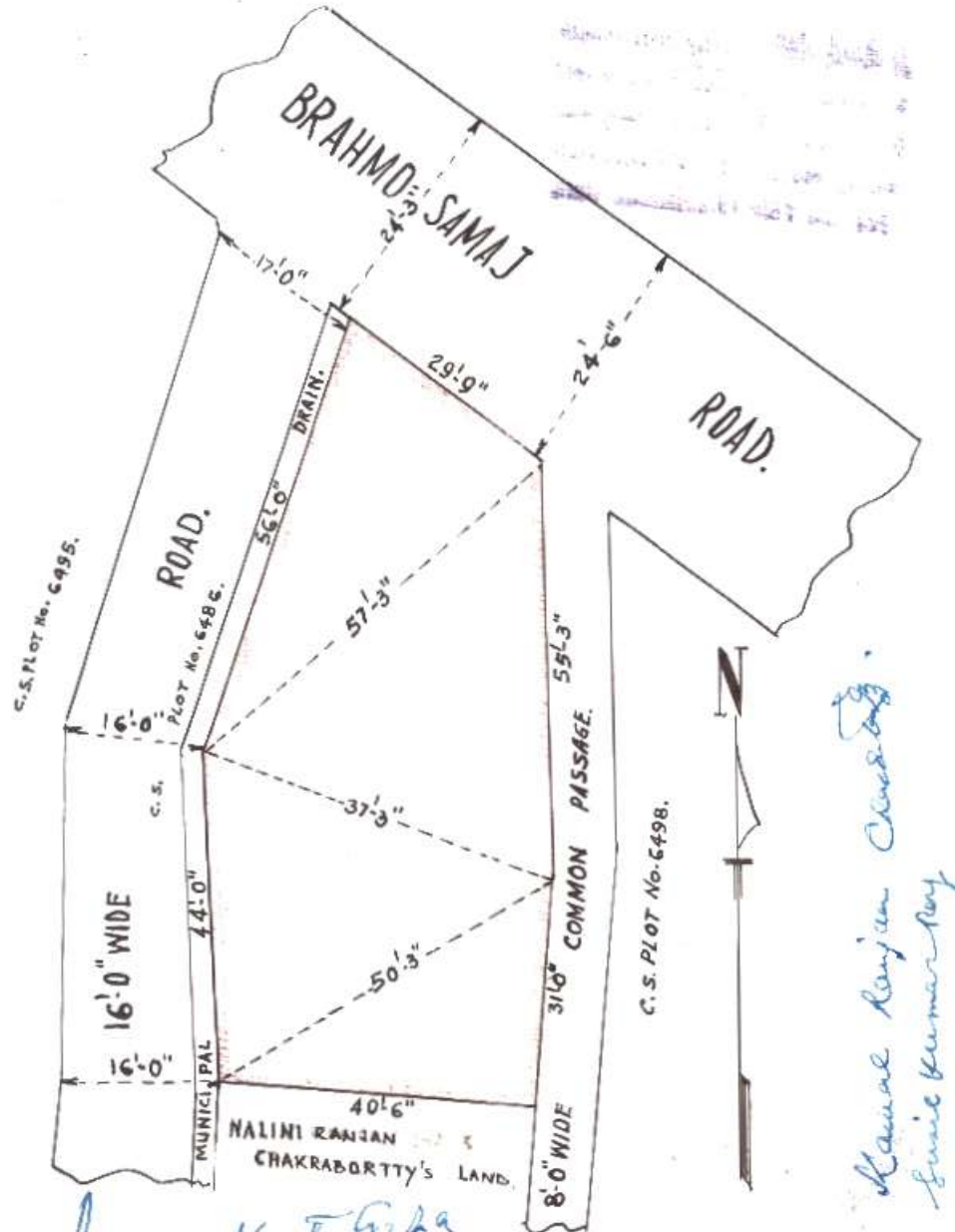
LAND PLAN FOR.

SM IRA MITRA WIFE OF
SREE SAMEERAN MITRA.

AT BRAHMO SAMAJ ROAD. PART OF C.S. PLOT No. 6496 KHATIAN No. 1149. J.L. No. 2.
PART OF REV. PLOT No. 7277. R.S. No. 83. TOWJI No. 346. MOUZA & P.S. BEHALA. DIST. 24 PGS.

SCALE: - 1" = 20'-0"

AREA: - 4K. - 7CH. - 14 SFT. APPROX.



Nalini Kanta Gaha

B. N. Roy

B. N. Roy, Surveyor,
BEHALA.



21/3/66
J. C. Das Sub-Registrar Alipore
at Behala,
N-22
Alipore
21/3/66

C O N V E Y A N C E

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16.3.66
J. C. Das Sub-Registrar Alipore
at Behala,
J. C. Das

SRI J. C. DAS GUPTA
Advocate.

21/3