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I. 2698

750Rs.

INDIA NON JUDICIAL

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R\$750

सात सौ पचास रुपये

SEVEN HUNDRED & FIFTY RUPEES

Stamp duty under Rule 21, duly stamped under the Indian Stamp Act 1899, & amended by W. Stamp Amendment Act, 1962, Schedule 1A No.

Process fee to Court for stamp

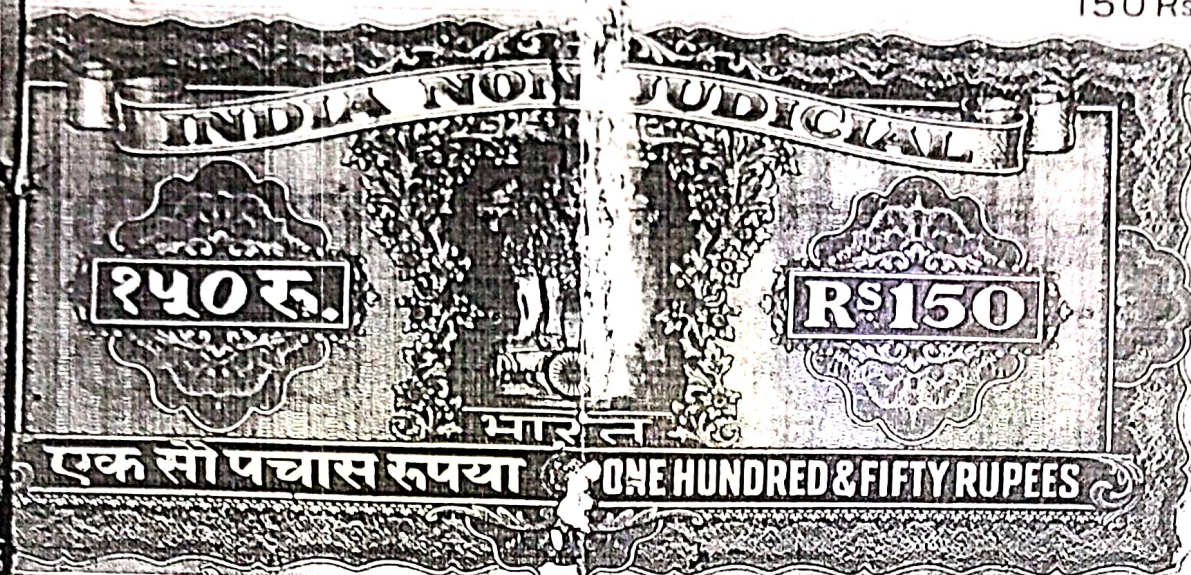
Fee paid as under

241-50
30-
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3-50
297-20

THIS INDENTURE was made this 13th day of May One Thousand and Nine Hundred and Sixty BETWEEN JATINDRA NATH SAHA son of Radha Charan Saha, a Hindu by Caste Hindu by Occupation Landholder residing at No. 294 Nimchand Karar Road new Holding No. 800 Nimchand Road within P. S. Baranagore now P. S. Belghoria and Post Office Ariadah in the District of 24 Parganas hereinafter referred to as "the Vendor" (which expression shall be construed to include his heirs executors administrators

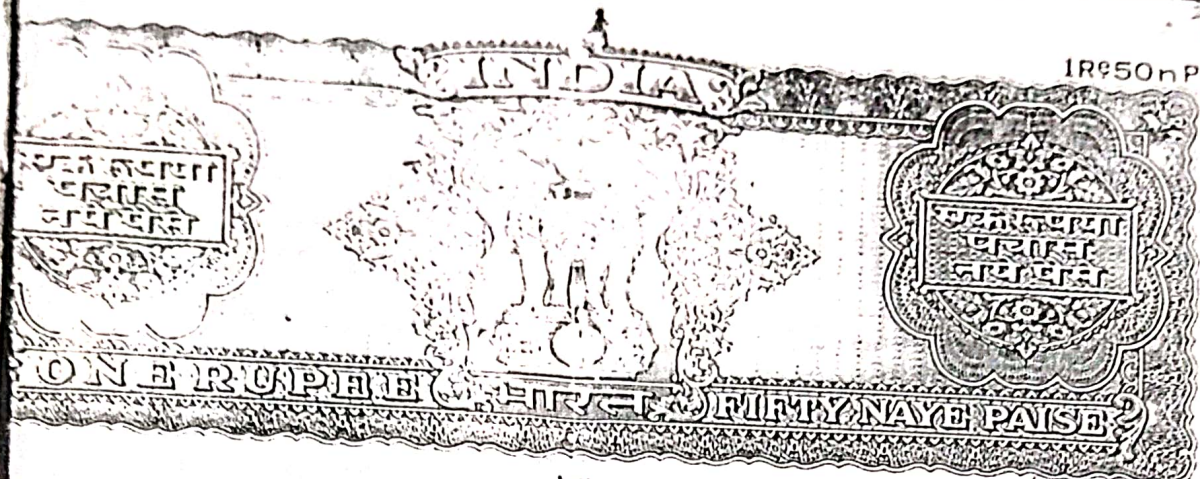
297

150 Rs.



administrators legal representatives and assigns) of the One
Part AND (1) SRI NIKHIL KRISHNA PAUL (2) SRI ANIL KRISHNA PAUL
(3) SRI SUBODH KRISHNA PAUL and (4) SRI PROBODH KRISHNA PAUL
all sons of Sri Priya Paul by Caste Hindu by Occupation
Landholder of Village P. S. Tangbari District Dacca in
East Pakistan now residing at No. 26/4, Raja Brojendra Street
in the town of Calcutta-7 hereinafter referred to as "the
PURCHASERS" (which expression shall unless excluded by or
repugnant to the subject or context be deemed to include their
respective heirs executors administrators legal representatives
and assigns) of the One Part W H E R E A S by a Bengali
Kowala bearing dated the twenty-ninth day of September One
Thousand nine hundred and Fifty executed by Karuna Ranjan Roy

In



in favour of the said Jatindra Nath Bhaia the Vendor herein and registered in the Office of the Sub-Registrar of Cossipore. Dum-Dum in Book No.1 Volume No.55 Pages No.160 to 163 and being Deed No.3501 in the year 1950 ALL THAT the piece or parcel of Rayat Molar Land containing an area of 2 Bighas 2 Cottahs 14 Chittahs and 28 Square feet a little more or less being the divided portion of the garden land comprised in Dag Nos.5712 and 5713 in Khatian No.1002 in Kamarhatti Municipality Sub-Registration office: Cossipore-Dum-Dum Police Station Baranagore in the District of 24 Parganas and delineated with Red Border in the Map or Plan thereto annexed and marked thereon Plot No. was for the consideration therein mentioned granted conveyed and sold to the Vendor herein absolutely for ever and free from all encumbrances AND WHEREAS the said premises have been separately assessed and numbered as Holding No.294, in Chand Karar Road and new Holding No.800 Nimchand Karar Road Ariadah within the Kamarhatti Municipality AND WHEREAS the said Vendor, out of the said premises

premises containing an area of land measuring 2 Bighas 2 Cottahs 14 Chittacks and 28 Square Feet, has sold from the western side thereof three contiguous plots of lands containing a total area measuring Eight Cottahs more or less AND WHEREAS the Vendor is the absolute owner of the remaining portion measuring One Bigha Fourteen Cottahs Fourteen Chittacks and 28 (twenty eight) Square feet more or less out of the said Holding No. 294 Nim Chand Karar Road Ariadah AND WHEREAS the Vendor erected a partly one and partly two storied brick built house and an out-houses with a corrugated iron roof on a portion of the said premises AND THEREAS the Vendor is thus absolutely seised and possessed of or otherwise well and sufficiently entitled to as and for an indefeasible estate of inheritance in fee simple in possession or on estate equivalent to free from all encumbrances whatsoever to the messuages hereditaments and premises being portion of the said Holding No. 294 Nim Chand Karar Road and new Holding No. 800 Nimchand Karar Road Ariadah in Kamarhatty Municipality in the District of 24 Parganas hereinafter particularly mentioned and described and intended to be hereby conveyed AND WHEREAS the Vendor being absolutely seised and possessed of the aforesaid Holding No. 294, Nim Chand Karar Road P. S. Baranagore District Twenty-four Parganas borrowed the sum of Rs. 14,000/- (Rupees fourteen thousand only) from Sm. Radha Debi Mall wife of Sri Motilal Mall of P-51, B.K. Paul Avenue in the town of Calcutta and mortgaged the Holding and premises in the Schedule hereunder and secured for repayment thereof an Indenture of Mortgage bearing dated the 13th day of September 1956 executed by the Vendor in favour of the said Sm. Radhadebi Mall and registered at the office of Cossipore-Dum-Dum in Book No. 1 Vol. 112 Pages 270 to 277 Being No. 7821 for the year 1956 AND WHEREAS the Vendor has agreed with the

the Purchasers for the absolute sale to them of the said messuages
land tank hereditaments and premises being Holding No. 294, Nim
Chand Karar Road and new Holding No. 800 Nim Chand Karar Road -
Ariandaj P. S. Belghoria within Kamarhatti Municipality in the
District of 24 Parganas more fully described in the Schedule "A"
hereunder written free from all encumbrances intended to be hereby
conveyed at or for the price of Rs. 40,000/- (Rupees Forty thousand)
only AND WHEREAS by an Indenture of Reconveyance of even date
made between the said (M. Radhadebi Mall Mortgagee of the one part
and the Vendor of the other Part the said Mortgagee has released
granted reconveyed and retransferred to the Vendor all that
partly one and partly two storied building being premises in the
said Holding No. 294, Nim Chand Karar Road and new Holding No. 800
Nimchand Karar Road P. S. Belghoria in respect of the said principal
sum of Rs. 14,000/- (Rupees Fourteen thousand only) together
with all interest due hereon fully detailed in the Memo of
Consideration in the said Indenture of Reconveyance NOW THIS --
INDENTURE WITNESSETH : in pursuance of the said agreement and
in consideration of the said sum of Rs. 40,000/- (Rupees Forty
thousand only) ^{well} and truly paid to the Vendor by the Purchasers
in equal shares on or before the execution of these presents (the
receipt whereof the Vendor doth hereby as also by the receipt
hereunder written admit and acknowledge and of and from the same
and every part thereof or ever acquit discharge and release the
Purchasers as also the said property hereby intended to be conveyed
) the Vendor doth hereby by these presents indefeasibly grant,
convey, transfer, assign and assure unto the Purchasers free from
all encumbrances ALL THAT the partly one storied and partly two
storied brick built messuage hereditaments and premises together
with the piece or parcel of land hereditaments and premises containing
an area of One Bigha 14 (Fourteen) cottahs more or less
in area delineated in the map or plan annexed hereto and coloured

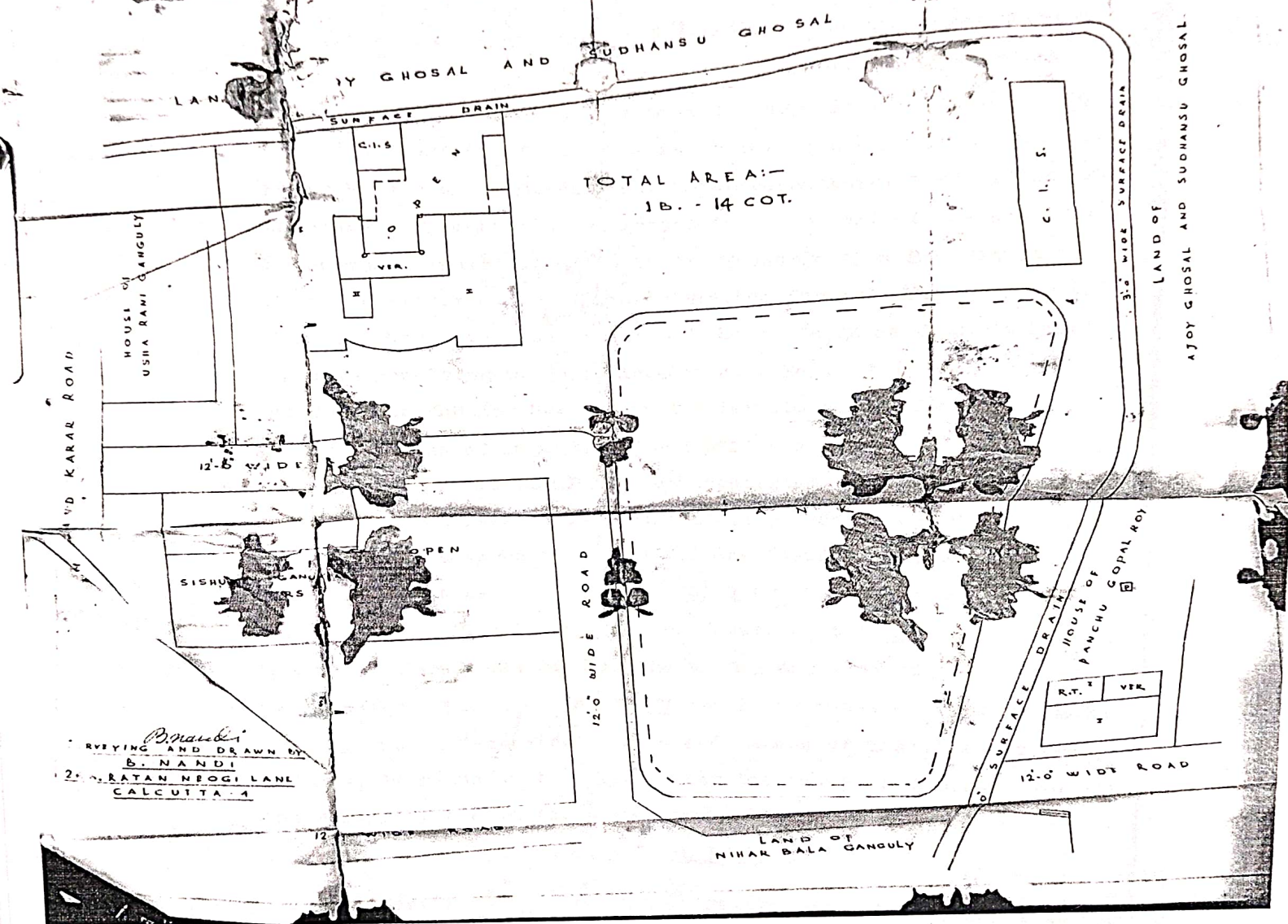
in

in red verge ~~OR HOWSOEVER~~ OTHERWISE the said property or any part thereof now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH all areas compounds, boundary walls paths roadways drains tanks trees/fences rights lights liberties easements privileges appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to the same or any part thereof or usually held used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the remainder and remainders, rents issues and profits thereof and every part thereof AND ALL THE ESTATE right title interest use inheritance trust property possession benefit claim and demand whatsoever both at law and in equity of the Vendor in to and upon the said property or any part thereof --- TOGETHER WITH all deeds, attains muniments writings and evidence of title which exclusively relate to the said property or any part thereof and which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom he may procure the same without any action or suit TO HAVE AND TO HOLD the said property hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever AND the Vendor doth hereby covenant with the Purchasers that notwithstanding any act deed or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seised and possessed of and otherwise well and sufficiently entitled to the said property hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof for perfect and indefeasible estate of inheritance without any manner of incumbrance charge condition use trust or any other thing whatsoever to alter defeat encumber or

not make

make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid/ the Vendor hath now good right full power and absolute authority to grant sell convey and transfer to said property free from all encumbrances charges and equities unto and to the use of the Purchasers in manner aforesaid AND the Purchasers 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 whatsoever from or by the Vendor or any person lawfully claiming from under or in trust for him and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate incumbered charges and equities whatsoever made created or suffered by the Vendor or by any of his predecessors-in-title AND FURTHER THAT the Vendor and all person or persons having or lawfully or equitably claim estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required that the Vendor his heirs executors and legal representatives covenants with the Purchasers that the Vendor shall make good all loss that the Purchasers may suffer or be put to for any incorrectness in the recitals herein made or for any defect, weakness or deformity of the free or clear possession and title as herein stated or for any incorrectness in the recitals and statements herein made or for any breach in the several covenants herein made. The Vendor hand over the Title deeds to the Purchasers as per Schedule of documents

VENDER - JATINDRA NATH SARKAR
PURCHESERS - NIKHIL KRISHNA PAUL
AND OTHERS



documents mentioned in the Schedule "B" hereunder written.

SCHEDULE "A" AND B REFERRED TO:

ALL THAT Partly one mu and partly two storied brick built dwelling house together with the out-house in the piece or parcel of Rayat Mokhari land of ground area of about one and half by estimation one Bigha fourteen and half more or less situate lying at and being the portion of the premises being Holding No. 294, Nim Chand Karar Road and new Holding No. 800 Nimchand Karar Road within the Kamarrhatty Municipality of separated from the rest of the premises by boundary walls to the Vendor within Sub-Registry Office Cossipore Police Station formerly Baranagore now P.S. Belghoria in the 24 Parganas Collectorate situate and lying at Koushikariadah J.L. No.1 R.S. No.12 and recorded in Khatian No.10 of the Revisional Settlement and being portions of De 5712 and 5713 and in respect whereof an annual rent of Rs. 2.65 has been separately assessed and payable to the Collectorate of 24 Parganas delineated on the Map or Plan coloured Red annexed hereto butted and bounded in the manner following that is to say on the NORTH by surface drain and then land of Ajoy Ghosal and Sidhansu Ghosal on the EAST by Municipal drain and then house of Rachugopal Roy and land of Ajoy Ghosal and Sidhansu Ghosal on the SOUTH partly by the land of Nihar Kala Ganguly and 12 feet wide passage and house of Sishu Bala Ganguly and open land and on the WEST partly the house of Usharani Ganguly and partly by twelve feet wide common passage.

SCHEDULE 1 ABOVE REFERRED TO:

1. One certified copy of original Kowala dated 6th April, 1949 from Seodut Singh & Co. to Karuna Ranjan Roy Registered in

Book

Book I Vol 27 Pages 44 to 55 Being No. 1477 for the year 1949.

2. One Registered Bengali Deed of Sale dated 29th September 1950 from Karuna Ranjan Roy to Jatindra Nath Saha (Vendor) Registered in Book I Volume 55 Pages 160 to 163 Being No. 3501 for the year 1950.

3. On *ic* Plan.

4. Municipal Rate Bills

5. Zemindari Cheques Dakhilas.

6. *One* Registered Deed dated 13th September 1956 from *Saha* to *Sn. Radhadebi Mall* Registered in Book I Vol. 112 Pages 270 to 277 Being No. 7821 for the year 1956.

7. One Registered Reconveyance of even date from *Sn. Radhadebi Mall* to *Jatindra Nath Saha (Vendor)*

IN WITNESS WHEREOF *Jatindra Nath Saha* Vendor hath hereunto set and subscribed his hand and Seal *day month and year first above written.*

SIGNED SEALED AND DELIVERED by

JATINDRA NATH SAHA at Calcutta

in the presence of :

1. *Mohi Kall Mall*
2. *Brajendra Kumar Ghosh*
Advocate

21/C, Nankuleswar Bhattacharya Lane
Calcutta - 26.

3. *Sambhu Nath Saha*
6, Ratan Sarker Garden Street
Barasat - Calcutta - 7

4. *P. P. Chandra* RECEIVED of and from the within

808, *Rane Lane* mentioned Purchasers the within mentioned

5. *Pravat Ch* sum of Rs. 40,000/- (Rupees Forty thousand)

121 *grm st* only being the consideration money in full

6. *Jogesh Ch Saha* explained to
26/3. *Narendrak*
Renuwar Vendor
Varun *Brajendra Kumar Ghosh*
Advocate

7. *Mil Krishna Paul*

37. *Saty Kumar Mukherjee* Paid
Po. *Salkia* & *Hauza*

MY
SEAL

as

full as per memo below :

MEMO OF CONSIDERATION:

Received on 7th day of February 1964 Rs. 2501.00
and by the day of April, 1964 Rs. 2500.00
est and part of consideration Rs. 5001.00
Received this day

Read and explain vendor B.K. Phook Advocate.
B.K. Phook Advocate.
R.B. Phook
Jatindra Nath Saha.
Rs. 30,000/-
Rs. 40,000/-
Rs. 40,000/-
Jatindra Nath Saha.
13.5.64

Witnesses: - -

1. Brajendra Kumar Ghosh
Advocate.
21/C, Nankulswar Bhattadaya Kane
Calcutta - 26
2. Sambhu Nath Saha.
6, Ratan Sarker garden Street.
Barabazar - Calcutta - 7.
3. Moti Karmacharya
4. Rustom.
808, Daria Bazar, Cal. 28.
5. Prasant Chandra.
121 Ganga St.
6. Jogesh Chandra Saha
26/3 Naradhat
Varanasi
7. Nil Krishna Paul
37 Bafay Kumbhar Munshija
Raei
Po. Sal Kie. Dr. Hanvra.

DATED THIS 13th DAY OF May 1964

5 + 1

22670

Book No.
Volume No. 89
Pages 111 to 121
Serial No. 2698
For the year 1964

SRI NIRMAL K. SAHA & OTHERS

CONVEYANCE.

Sub-Registrar
Section 7
Calcutta

authorised under
the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta.

22-5-64.



Sub-Registrar authorised under
Section 7 of the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta.

R. SAHA
Supreme Court Advocate
Notary Public,
Calcutta.