

31910

21315 - 1 - 1918 5000Rs.



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31910

REGISTRAR OF ASSURANCES
CALCUTTA
25/9/12
A. R. R.
Products

DEED OF SALE

A. R. THIS INDENTURE OF CONVEYANCE made this 25th day of September ONE THOUSAND NINE HUNDRED NINETY TWO BETWEEN formerly SM. ROMA ROY, wife of Sri Benoy Roy, residing at 120, Ashutosh Mukherjee Road, P.S. Bhowanipur, Calcutta-700025, at present at 17, Santi Sarani, Kamdahari, P.S. Regent Park, Cal-700084 hereinafter referred to as the VENDOR (which term or expression shall where the context so admits include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART

A. 2134
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AND

SRI HARISADHAN BHOWAL, son of Late Satish Chandra Bhowal, residing in care of Late S.K. Dey, Kamdahari P.S. Regent Park, Calcutta 700084, hereinafter referred to as the PURCHASER (which expression shall

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~~Hari Sadhak Bhawal~~
~~Kamdar~~

~~17.9.92~~

at-84
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6e 5000 = 3000
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REGISTRAR OF ASSURANCES
CALCUTTA

25/9/92

~~Registered for Registration of~~
~~to the day of~~
~~of his / her residence~~

~~Rama Ray~~
Rama Roy
The exact

383

Rama Ray at
Benay Ray at No 120
Ashutosh mukherjee Road
Cal-25.

~~Yes~~

Biswananda Dargupta
Advocate, Alipore
Judges Court
Calcutta

Rama Roy

Biswananda Das Gupta
Advocate, Alipore Judges
Court.

REGISTRAR OF ASSURANCES
CALCUTTA

25/9/92



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unless otherwise excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Jogendra Narayan Mazumdar by a deed of conveyance purchased from the Ballygunge Bank Ltd. about 9 bighas 9 cottahs 15 chittacks of contiguous Sali, Danga, Bastu and Doba lands at Mouza Kamdahari including the .48 decimal of Bastu lands with Rayat Sthitiban rights comprised in C.S. Dag No. 159 under Khatian No. 404 which was registered at the office of the Sadar Joint Sub-Registrar at Alipore on the 31st July 1941 and recorded in Book No. I, Volume No. 33, Pages 101 to 107 being Deed No. 1529 for the year 1941.

AND WHEREAS the said Jogendra Narayan Mazumdar by virtue of his purchase as aforesaid had his name recorded in the record of rights and was seized and possessed of the same as the sole and absolute owner thereof till his death on the 5th day of March, 1961.

R.R



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AND WHEREAS prior to his death the said Jogendra Narayan Mazumdar on the 27th December 1950 made and published his last Will and Testament whereby he gave, devised and bequeathed unto his three sons S/Sri Mohan Mazumdar, Jyoti Ranjan Mazumdar and Amitava Mazumdar all his moveable and immovable real and personal properties in equal shares absolutely and forever but subject to a charge for maintenance of his daughter Latika alias Peku.

AND WHEREAS after the death of Jogendra Narayan Mazumdar the said Will and Testament was duly proved and probated in the Letter of Administration case No. 19 of 1962 of the Court of the District Judge at Alipore and on the 10th ^{the} August 1963/Letter of Administration with the copy of the Will was granted to Sri Jyoti Ranjan Mazumdar and Amitava Mazumdar as executors thereof.

AND WHEREAS whilst thus jointly seized and possessed of the aforesaid lands bequeathed to them in the manner hereinbefore stated, Sri Mohan Mazaumdar sold, conveyed and



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transferred his undivided 1/3rd share in the aforesaid lands measuring 9 bighas 9 cuttahas 15 chittacks comprised in Mouza Kandahari to his two brothers by a Deed of conveyance on 18.4.1964, registered at the office of the Sadar Sub-Registrar at Alipore and recorded as such in Book No. I, Volume 66, Pages 73 to 82 being Deed No. 2884 for the year 1964 and thereby the said Mohan Mazumdar became divested of all right, title, interest in and possession of all the Kandahari lands including those under C.S. Dag No. 159 and Sri Jyotiranjjan Mazumdar and Amitava Mazumdar then residing at 63/1/2, Lansdowne Road, P.S. Bhowanipur, Calcutta 700025 became full and absolute owners thereof.

R.R

AND WHEREAS the above owners thereafter dressed, levelled, opened out passages and divided the aforesaid lands at Kandahari into several small building sites or plots and sold and conveyed some such plots or sites to different purchasers including one plot measuring 3 (three) cottahas 11 (eleven) chittacks 22 Square feet formed out of C.S. Dag



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AND WHEREAS the said Subodh Chandra Bose thus kept in his possession the remaining land measuring 3 (three) cottahs 3 (three) chittacks and 22 (twentytwo) square feet along with the building constructed thereon. But on actual measurement it came to as 3 (three) Cottahs 4 (four) Chittacks and 22 (twentytwo) square feet.

R. R. AND WHEREAS consequent upon the demise of Sri Subodh Chandra Bose on 28.9.1983 intestate, his son and wife predeceasing him in the year 1979 and on 1.6.81 respectively, Sm. Roma Roy, the VENDOR herein, being the only daughter surviving him, and his sole heir, became the absolute owner and became seized and possessed of and otherwise well and sufficiently entitled free from encumbrances to the said piece or parcel or plot of land with a building appurtenant thereto described in the Schedule hereinbelow appearing and mutated her name in the records of the Calcutta Municipal Corporation, and the assessee No. 31-111-20-0017 being assigned to her premises No. 17, Santi Sarani, Calcutta-700084.

AND WHEREAS the VENDOR being in need of money intended to sell the said land measuring 3 (three) cottahs 3 (three) chittacks 22 (twentytwo) Square feet, on actual measurement,



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3 (three) cottahs 4 (four) chittacks and 22 (twentytwo) the
 R.R Square feet along with building appurtenant thereto more
 fully described in the Schedule hereunder together with all
 rights or easements attached thereto subject to good and
 marketable title being made in respect thereof.

AND WHEREAS the PURCHASER herein agreed to purchase the
 abovementioned land and building appurtenant thereto here-
 inbefore described at and for the consolidated price of
 Rs.1,95,000 (Rupees One lac ninetyfive thousand only) and
 the VENDOR accepted the said price as the highest offer
 available in the market.

NOW THIS INDENTURE WITNESSETH that pursuant to the said
 agreement and in consideration of the said sum of
 Rs.1,95,000 (Rupees One lac ninetyfive thousand only) being
 the price of the said land and building appurtenant thereto,
 paid by the Purchaser to the VENDOR at or immediately before
 the execution of these presents according to particulars
 shown in the Memo of Consideration hereinbelow written



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(the receipt whereof the said Vendor do hereby acknowledge and of and from the same and every part thereof hereby forever acquit, release and discharge the said Purchaser, his successors and everyone of them as also the said land and the building appurtenant thereto hereby conveyed from the payment of the same and every part thereof) the said Vendor doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the said Purchaser and his successors ALL THAT the land hereditaments and premises measuring 3 (three) Cottahs 3 (three) chittacks and 22 (twentytwo) Square feet, on actual measurement 3 (three) cottahs 4 (four) Chittacks and 22 (twentytwo) Square feet along with the building constructed thereon as per plan attached herewith, particularly described in Schedule 'A' hereunder written and hereinafter referred to as 'the said premises' and shown bounded with border red in the map or plan - annexed hereto together with all ways, paths, passages, privileges, liberties, easements, advantages and appurtenances thereto belonging and

R. R.



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in anywise appertaining or usually held and enjoyed and all the estate, right, title, interest, claim, demand, obligation whatsoever both at law and in equity of the Vendor into or upon the said land hereditaments and premises or any part thereof and all vacant and peaceful possession thereof free from encumbrances TO HAVE AND TO HOLD the said land or as hereinbefore referred to as 'said premises' hereditaments and - premises hereby granted, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser absolutely and forever free from all attachments and encumbrances, liens etc. AND the VENDOR does hereby for herself and her heirs, executors, administrators, representatives and assigns covenant with the Purchaser that NOTWITHSTANDING any act, deed or thing by the Vendor or by any of her predecessors-in title done or executed or knowingly suffered to the contrary the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to and have khas possession of the said land along with the building thereon or as hereinbefore described as 'the said premises' hereditaments and premises hereby conveyed granted or expressed so to be and every part thereof and that no portion of the same is subject to any encumbrances, attachments, liens, lispendance, use, trust and that

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- 10 -

NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid except those mentioned above the Vendor has got good right, full power and - absolute authority to convey and grant the said land along with the building constructed thereon free from encumbrances and attachments hereby conveyed and granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Vendor has not been party or privy to any act, deed or thing whereby the property is or may be under any charge in title, claim, estate or otherwise HOWSOEVER OR WHEREBY the Vendor is in any way prevented from transferring the same in the manner herein appearing by virtue of this Deed AND it shall and may be lawful to and for the Purchaser at all times hereafter peaceably and - quietly to have, hold, occupy, possess and enjoy the said land along with the building constructed thereon and as hereinbefore referred to as 'the said premises' hereditaments with easements appurtenances as aforesaid and to receive and take the rents, issue and profit thereof for his own absolute use and benefit without any lawful eviction or interruption claim demand whatsoever from or by the Vendor or any other person or persons rightfully, lawfully or equitably claiming or to claim under or in trust for them or from or under any of their predecessors-in-title and that free from all adverse estates, rights, titles, interests, charges, mortgages and encumbrances

and attachments whatsoever occasioned or suffered by the Vendor or any of their predecessors-in-title or any person or persons lawfully and equitably claiming from under or in trust for them AND further that the Vendor and all persons rightfully having or claiming any estate or interest either at law or in equity in or so to the said land along with the building constructed thereon or as hereinbefore referred to as 'the said premises' hereditaments and premises ~~OR~~ any part thereof from under or in trust for the Vendor shall and will at all times hereafter at the request and cost of Purchaser do, sign, subscribe and execute or cause to be made, done, signed, subscribed or executed all such further acts, deeds, conveyances and assurances or such other documents as may be required for the better and more perfectly conveying, transferring and assuring titles to the said land hereditament along with the building constructed thereon and every part thereof unto and to the use of the Purchaser in manner aforesaid as may be reasonably required for perfecting the titles as aforesaid AND with the execution of this Deed the Vendor herewith deliver to the Purchaser all title deeds and papers and writings including the Calcutta Municipal Corporation bills relating to the premises.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Raiyat Sthitiban Bastu land measuring 3(three) Cottahs 3(three) Chittacks and 22(twenty-two) Square feet be the same a little more or less but on actual measurement the area of the land comes to 3(three) Cottahs 4(four) Chittacks and 22(twentytwo) Square feet situate and lying at Mouza Kamdahari, J.L. No. 49, R.S.No.200,

R. R

Pargana Magura, Touzi No. 14, Police Station formerly Tollygunge, now Regent Park, Sub-Registration Office at Alipore, District 24 Parganas (South) formed out of and comprised in Dag No. 159 under R.S. Khatian No. 404 along with the building appurtenant thereto with drain, privy, electric fittings, water main, kitchen being Calcutta Municipal Corporation premises No. 17 Santi Sarani, Calcutta 700084 in Ward No. 111 thereof, delineated and marked in 'red' in the map or plan attached herewith with all easement rights butted and bounded by on the :

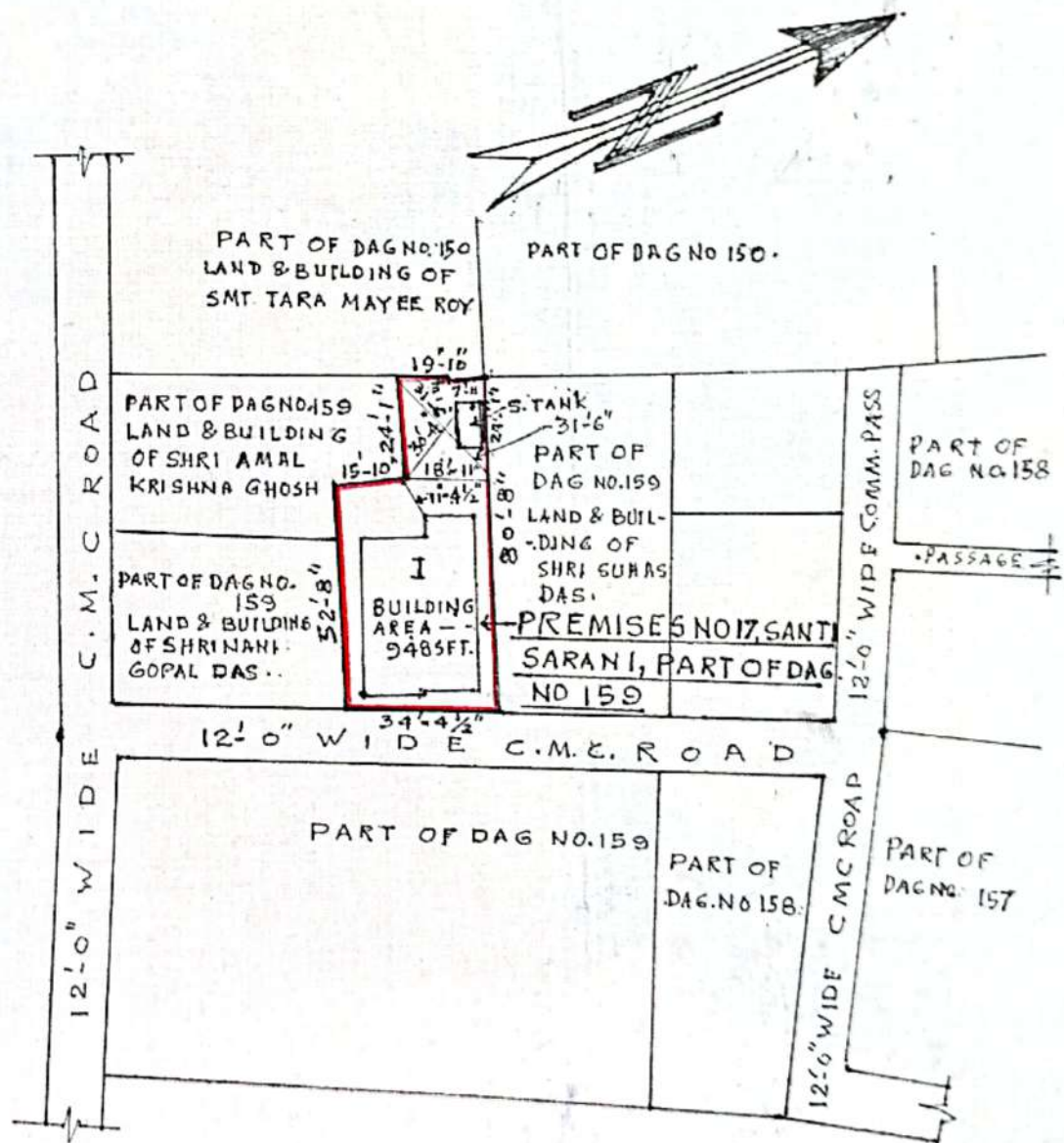
- NORTH : by land of Dag No. 159 (Part) of Shri Suhas Das
- EAST : by 12' wide Calcutta Municipal Corporation Road.
- SOUTH : by other land of Dag No. 159 (Part) and the plot of Sri Nani Gopal Das and Sri Amal Krishna Ghosh.
- WEST : by land of Dag No. 159 (Part) and the plot of Sri Amal Krishna Ghosh and land of Dag No. 150 (Part) of Smt. Tara Mayee Roy.

R. R

DEED PLAN OF PREMISES NO. 17, SANTI SARANI UNDER THE
CALCUTTA MUNICIPAL CORPORATION, WARD NO. III, BOROUGH - XI.
PART OF DAG NO. 159, KHATIAN NO. 404 OF MOUZA-KAMDAHARI
J.L. NO. 49, P.S.-REGENT PARK DISTRICT. 24 PARGANAS (SOUTH)
SCALE :- 40' TO 1"

REF :-
 11/11/57
 28/1/57
 29/1/57

1. PLOT BOUNDARY SHOWN IN RED COLOUR.
2. PLOT AREA :- MORE OR LESS 3KT. 3CH. 22 SFT. BUT ON ACTUAL MEASUREMENT THE AREA OF THE PLOT COMES TO 3KT. 4CH. 22 SFT.
3. COVERED AREA OF THE BUILDING WITH IN THE PLOT. :- 948 SFT.



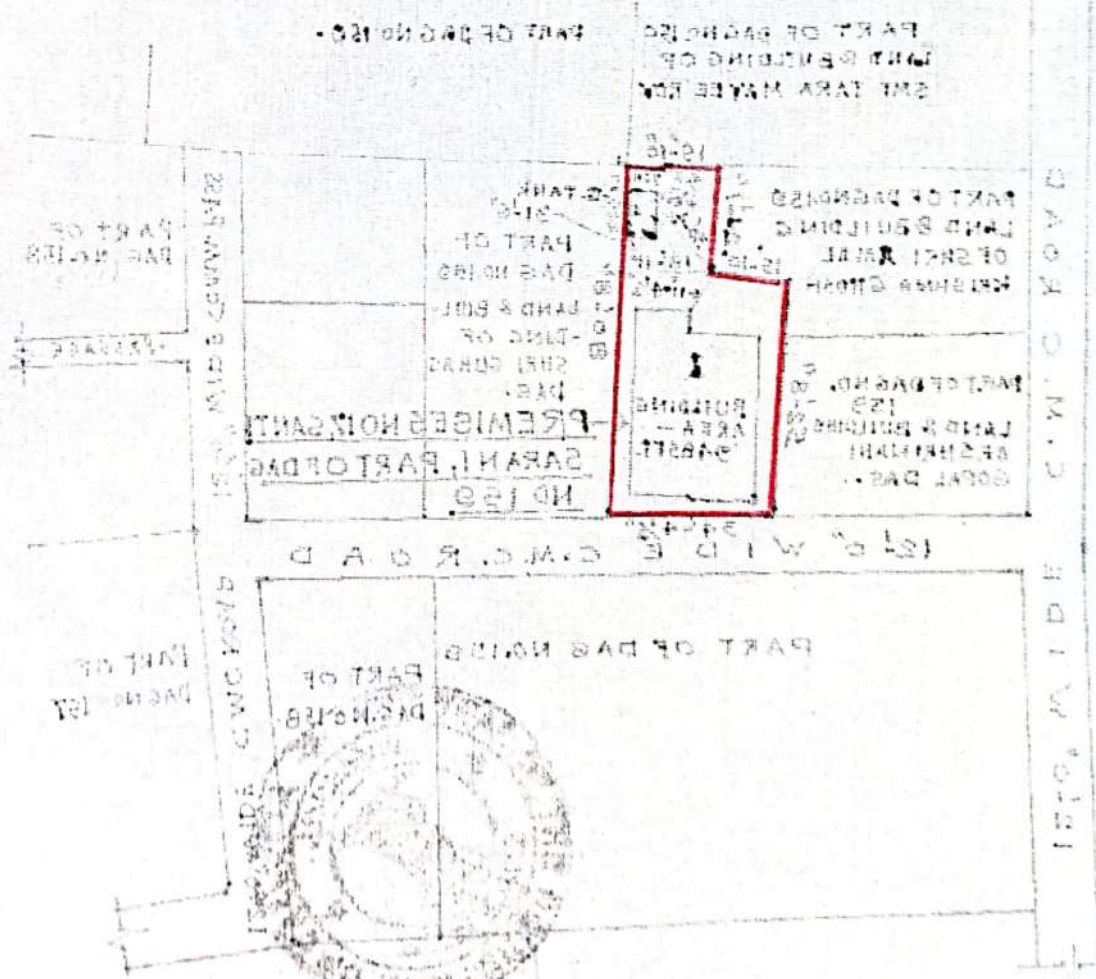
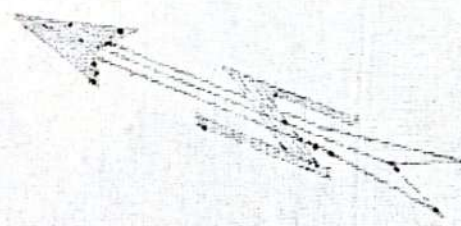
RAWN BY :- *Rama Roy*

Rama Roy
 SIG. OF VENDOR

DEED PLAN OF PREMISES NO. 12, SANTI SARANI UNDER THE CALCUTTA MUNICIPAL CORPORATION, WARD NO. III, BOROUGH-XI, PART OF DAG NO. 150, KHATAIN NO. 4 OF MOUZA-KAMDAHARI, S.L. NO. 43, P.S.-REGENT PARK DISTRICT, 24 PARAGANAS (SOUTH) DISTRICT.

Book no - I
 volume no - 573
 Pages 399 to 411
 Drawing no - 19156
 Date - 1992

1. PLOT BOUNDARY SHOWN IN RED COLOUR.
 2. LOWER AREA OF THE BUILDING WITHIN THE PLOT.
 3. AREA OF THE BUILDING WITHIN THE PLOT.
 4. AREA OF THE BUILDING WITHIN THE PLOT.
 5. AREA OF THE BUILDING WITHIN THE PLOT.



REGISTRATION NO. 19156

R.R.S. 87u
573
397 to 411
19156
1992

DATED THE 25th SEPTEMBER 1992

1915

DEED OF SALE

CONSIDERATION

Rs. 1,95,000

(Rupees One Lac Ninetyfive thousand only)

REGISTRAR OF ASSURANCES
CALCUTTA

1.3.95

V E N D O R

SM. ROMA ROY

PURCHASER

SRI HARI SADHAN BHOWAL
C/O. Late S.K. Dey
KAMDAHARI P. S. REGENT PARK
CALCUTTA 700084

to -
to -

2-1-34

DRAFT PREPARED
in the Office of
SRI BISWANANDA DAS GUPTA
ADVOCATE
ALIPORE JUDGE'S COURT

Chamber at -
L/1/15, Vidyasagar Upanibesh
Calcutta 700047

REGISTRAR OF ASSURANCES
CALCUTTA

25/9/92

to