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CALCUTTA COLLECTORATE

22 JUL 1983

Indian Stamp Act 1898  
as amended by  
Sengal Stamp Amendment  
Act 1964, 1976 & 197723 and above  
88/11-12 Calcutta District  
Act 1911Stamp duty paid into 11  
Stamp Act Rs. 15156-  
Additional duty of stamp Rs. 2400-  
C.G. Act Rs. 10-  
Paid to collector Rs. 17566-Registrar of Assurances  
Calcutta

Court order filed



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1271-50

THIS DEED OF CONVEYANCE is made on this the Fourteenth day of the month of July of the year One thousand Nine hundred Eighty Three BETWEEN (1) NIRMAL CHANDRA MANDAL, son of late Kanak Bhusan Mandal, by religion Hindu by occupation landholder residing at P-379/1, Keyatala Lane, under Police Station Tollygunge, Post Office Calcutta-700 029 District of 24-Parganas (2) SHYAMAL CHANDRA MANDAL, son of the said late Kanak Bhusan Mandal, by religion Hindu, by occupation landholder, residing at P-379/1, Keyatala Lane, under Police Station Tollygunge, Post Office Calcutta-700 029, District 24-Parganas (3) AMAL CHANDRA MANDAL, son of the said late Kanak Bhusan Mandal, by religion Hindu, by occupation landholder, residing at P-379/1, Keyatala Lane, under Police Station Tollygunge, Post Office Calcutta-700 029, District 24-Parganas (4) MALAY CHANDRA MANDAL, son of the said late Kanak Bhusan Mandal, by religion

1271

Presented for registration at 1-15 PM  
on the 14th day of July 1983  
at the Calcutta Registration Office

A. K. Bhunia

Through Krishna Gobinda  
Ghorh as per his order no. 5  
dt. 4.7.83. in T. & K. Cause.  
13 of 1983

Krishna Gobinda Ghose



14-7-83  
Registrar of Assurances  
Calcutta

*[Signature]*  
A. K. Bhunia  
Subordinate Judge 3rd Court  
Who is exempt from personal appearance  
in this office under Section 48 of the  
XVI of 1908 is proved by the  
Signature

*[Signature]*  
Registrar of Assurances  
Calcutta

14-7-83





Sub-ordinate Judge Jm Court  
Alipore, 24 Parganas

Hindu, by occupation landholder, residing at P-379/1, Keyatala Lane, under Police Station Tollygunge, Post Office Calcutta-700 029 District 24-Parganas, (5) SRIMATI PROTIVA MANDAL, widow of the said late Kanak Bhusan Mandal, by religion Hindu, by occupation landholder, residing at P-379/1, Keyatala Lane, under Police Station Tollygunge, Post Office Calcutta-700 029 District 24-Parganas, (6) SRIMATI DIPTY ROY, wife of Shri Dilip Kumar Roy (and daughter of Sashi Bhusan Mandal), trustee of the trust founded by the said Sashi Bhusan Mandal by and under the Deed of Settlement dated 1st. September, 1969, by religion Hindu, by occupation landholder, residing at 27, Palit Street, under Police Station Ballygunge, Post Office Calcutta-700 019, District 24-Parganas, all hereinafter collectively referred to as the VENDORS which term or expression shall unless excluded by or repugnant to the context or subject be deemed to include their respective heirs, successors, executors, administrators, legal representatives and assigns of the ONE PART AND (1) GOPAL SHIL son of Maniklal Shil, by religion Hindu, by occupation business, residing at 116, Khagendra Nath Sen Road, under Police Station Kasba, Post Office, Calcutta-700 042, District 24-Parganas, (2) GOVINDA SHIL, son of the said Maniklal Shil, by religion Hindu, by occupation business and residing at 116, Khagendra Nath Sen Road, under Police Station Kasba, Post Office Calcutta-700 042, District 24-Parganas, (3) RATAN SHIL, son of the said Maniklal Shil, by religion Hindu, by occupation business residing at 116, Khagendra Nath Sen Road, under Police Station Kasba, Post Office, Calcutta-700 042, District 24-Parganas, (4) SM. ANIMA DUTT, wife of Biswa Nath Dutt, by religion Hindu, by occupation Housewife, residing at 4/5, Johura Bazar Lane, under Police Station Kasba, Post Office Calcutta-700 042, District 24-Parganas all herein-after collectively referred to as the PURCHASERS which term or expression shall unless excluded by or repugnant to the contest or subject be deemed to



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Registrar of Assurances  
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mean or include their respective heirs, successors, executors, administrators, legal representatives and assigns of the OTHER PART WHEREAS all that tank measuring 1.27 acres be the same a little more or less and its tank bank measuring 0.15 acres be the same a little more or less and adjoining Land forming parts of Holding Nos. 17 and 18 under Division V, Sub-Division M, in Mouza Bondel under the then Police Station Tollygunge (subsequently Jadavpur now Kasba) in the District of 24-Parganas belonged to one Aleck Apcar solely and absolutely AND WHEREAS by or under a Deed of Conveyance dated the 14th June, 1918 registered with the Registrar of Assurance Calcutta and recorded in Book I, Vol.5, Pages 252-267, Being No.2526 for the year 1918, the said Aleck Apcar sold, transferred and conveyed for valuable <sup>consideration</sup> ~~considering~~ among other properties the said tank and its bank and adjoining land and delivered possession thereof to Netye Chandra Mandal (the grand-father of the Vendors Nos.1 to 4 and 6 and the father-in-law of the Vendor No.5 aforesaid). AND WHEREAS in the record of rights prepared during the Cadastral Survey made in the thirties of this 20th Century under the Bengal Tenancy Act 1882, all that tank comprising C.S.Dag No.244 containing an area of 1.27 acre and its bank comprising C.S.Dag No.246 containing an area of 0.15 acre appertaining to C.S.Khatian No.134 and danga land comprising parts of C.S.Dag No.245/392 appertaining to C.S.Khatian No.223/2 and part of C.S.Dag No.245 appertaining to C.S.Khatian No.134 all in Mouza Bondel, under J.L.No.16 R.S.No. M(G.D.-5,<sup>6</sup>) and the then Police Station Tollygunge (now Kasba) in the District of 24-Parganas were recorded in the name of Netye Chandra Mandal AND WHEREAS the said dag Nos.244 and 246 belonged to the said Netye Chandra Mandal with raiyati interest and permanent occupancy rights therein as niskar or rent free AND WHEREAS in or about March, 1950 and while seized and possessed of and otherwise sufficiently entitled to the said tank comprising C.S.Dag No.244<sup>1</sup> <sup>and its said bank comprising C.S.Dag No.246</sup> which having been eroded by natural process of erosion and assimilated to or engulfed by the said tank and the danga land

Subordinate Judge 3rd Court  
Alipore, 24 Parganas

Subordinate Judge 3rd Court  
Alipore, 24 Parganas



*Dr*  
**Registrar of Assurances**  
**Calcutta.**

*14.7.83*



Court of Assit. Dist. J.  
FILED  
16 DEC 1965

22 JUN 1965

Subordinate Judge, 3rd District  
Alipore 24 P. P. Kanon

comprising C.S.Dag Nos.245/392 and 245, the said Netya Chandra <sup>Hindu</sup> Mandal, a Bengalee Hindu governed by the Dayabhaga School of ~~High~~ Law, died intestate leaving him surviving as his only heirs his two sons, namely the said Kanak Bhusan Mandal and Sashi Bhusan Mandal AND WHEREAS by inheritance the said two sons, namely the said Kanak Bhusan Mandal and Sashi Bhusan Mandal got the said several C.S. Dags in undivided equal one-half shares jointly. AND WHEREAS in or about January, 1955, the said Kanak Bhusan Mandal died intestate leaving him surviving as his only heirs the Vendors Nos.1 to 5 (of whom Vendors Nos.1 to 4 are his sons and the Vendor No.5 is his widow) and his said undivided one-half share in the said several C.S.Dags AND WHEREAS by inheritance from the said Kanak Bhusan Mandal the Vendors Nos.1 to 5 jointly got undivided one-half share in the said several C.S.Dags AND WHEREAS by or under a registered Deed of Settlement dated 1st September, 1969 recorded in Book No.I, Volume No.91 Pages 76 to 84, Being No.4656 for the year 1969, in the Office of Sub-Registrar at Alipore, the said Sashi Bhusan Mandal during his lifetime settled, among other properties, the other one-half share in the said C.S.Dag Nos.244 and 246 and portions of C.S.Dag Nos.245/392 and 245 upon trust and transferred his said one-half share to the trustees appointed by him by or under the said Deed, namely, his daughter Sm.Dipty Roy the Vendor No.6, and one Barun Chandra Mandal, for holding the same in trust with power or right to sell the same or any part thereof AND WHEREAS by a Deed of Discharge of Trustee and Relinquishment of Rights dated 7th November, 1973 and registered with Sub-Registrar of Alipore, District 24-Parganas and recorded in his office in Book-I, Volume 119 Pages 33 to 38, being No.5043, for the year 1973, the said Barun Chandra Mandal made a declaration to the effect that he having had retired ceased to function as a co-trustee under the said Deed of Settlement dated 1st September, 1969 and all his rights, title and interest in his individual capacity or in his capacity



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**Register of Assurance**  
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as a trustee of the said trust property vested in the Vendor No.6 and further declared that the Vendor No.6 would be alone competent to sell transfer and convey the trust property or any part thereof by virtue of the power reserved in or by or under the said Deed of Settlement of 1st September, 1969 AND WHEREAS the Vendor No.6 at all material times was and still is the sole trustee in respect of the said trust founded by the said Sashi Bhusan Mandal with power to sell the trust property or any part thereof AND WHEREAS on 1st January, 1975 the Vendors agreed to sell and the purchasers agreed to purchase the said C.S.Dag Nos.244 and 246 togetherwith a right of way on the 20 feet wide common passage comprising the said parts of C.S.Dag Nos.245/392 and 245 in the said Mouza Bondel aforesaid at or for a lump sum consideration of Rs.1.20.000/- payable in instalments commencing 1st January, 1975 and ending 5th April, 1982 AND WHEREAS pursuant to the aforesaid agreement and upon assurance of the Vendors of their title as good and marketable and free from all encumbrances, liens, lis pendens, acquisition and requisition proceedings the purchasers paid to the Vendors a sum of Rs.50.000/- by way of earnest and part of the consideration money and first instalment and simultaneously with the said payment the Vendors delivered to the purchasers Khas Possession of the C.S.Dag Nos.244 and 246 and granted the right of way on the said 20 feet wide common passage comprising parts of C.S.Dag Nos.245/392 and 245 aforesaid AND WHEREAS in terms of the said agreement, the purchasers paid and the Vendors received duly the entire consideration money of Rs.1.20.000/- in several instalments, the last of which was paid on 2nd April, 1982 AND WHEREAS the Vendors failed and neglected to execute and register the necessary deed of conveyance in favour of the Purchasers in respect of the said tank comprising C.S.Dag Nos.244 and 246 and the right of way on the said 20 feet wide common passage as agreed upon, inspite of repeated requests and compelled the Purchaser to seek relief in the Court of the law



*for*  
**Registrar of Assurance**  
Cebu City  
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Court of Assit. Dist. Judge  
FILED  
16 DEC 1985  
22 JUN 1983

and file a suit being Title Suit No.161 of 1982 in the Court of the Third Subordinate Judge at Alipore against them the Vendors for a decree for specific performance of the said agreement and execution and registration of the necessary deed of conveyance and for all costs AND WHEREAS the Vendors contested the said suit by filing written statements therein and taking other steps AND WHEREAS at the hearing of the said Title Suit No.161 of 1982 the aforesaid agreement, the receipts against payment of the consideration money in instalments, a draft of the proposed deed of conveyance and the map or plan in respect of the said tank comprising C.S.Dag Nos.244 and 246 and 20 feet wide common passage, among others, were adduced in evidence and marked exhibits AND WHEREAS the said Title Suit No.161 of 1982 having been heard fully was decreed in favour of the said purchasers by the learned Subordinate Judge Third Court, Alipore on 23rd March, 1983 whereby the Vendors were directed to execute and register a proper deed of conveyance in favour of the Purchasers in respect of the said tank comprising C.S.Dag Nos.244 and 246 and the right of way on the said 20 feet wide common passage within two months from the date AND WHEREAS inspite of requests made by or on behalf of the Purchasers, the Vendors have failed and neglected to comply with the said decree and to execute and register the necessary Deed of Conveyance in favour of the Purchasers within the said two months in terms of the said decree wilfully for which execution and registration of the said deed of conveyance by or on behalf of the said Court has become necessary

NOW THIS DEED OF CONVEYANCE WITNESSETH that pursuant to the said agreement and in consideration of the said sum of Rs.1.20.000/= (Rupees One lakh twenty thousand) already paid by the purchasers in instalments, the receipt whereof the Vendors do hereby acknowledge and admit and release and acquit the purchasers therefrom, the Vendors do hereby sell transfer convey and assign unto the purchaser All That tank comprising C.S. Dag No.244 and its said eroded and





*for*  
**Registrar of Assurances**  
Calcutta  
14.7.83

engulfed bank comprising C.S.Dag No.246 making together a tank containing an area of 1.42 acres, be the same a little more or less, both in mouza Bondel, under the then Police Station Tollygunge now Kasba, in the District of 24-Parganas and being a portion of the premises No.3, Girindra Sekhar Bose Road under ward No. 70 within the municipal limit of the Corporation of Calcutta more particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto and thereon bordered with red ink free from all encumbrances, heirs, lispendens, acquisition and requisition proceedings, (hereinafter referred to as "the said property" TOGETHERWITH a right of way on 20' feet wide common passage comprising part of C.S.Dag No.245/392 appertaining to C.S.Khatian No.223/2 and part of C.S.Dag No.245 appertaining to C.S.Khatian No.134 in the said Mouza Bondel forming part of the said premises under the said Police Station and in the said District also particularly described or mentioned in the said Schedule hereunder and also delineated in the said map or plan annexed hereto and thereon bordered with black ink AND all rights, privileges, easements, appertenances, drains, ways, paths, passages, water, water courses, in upon under or belonging to the said property or usually held or enjoyed therewith or reputed to belong AND all deeds, pattahs and minuments and writings of title exclusively relating to the said property AND the reversion or reversions, remainder or remainders, issues, rents and profits AND all and singular estates rights, title, interests use trust possession demand whatsoever both at law and in equity of the Vendors of in or upon the said property TO HAVE AND TO HOLD the said property all and singular hereby conveyed and assured or expressed or intended so to be UNTO and to the use of the Purchasers absolutely and forever AND the Vendors do hereby COVENANT with the Purchasers that notwithstanding any act deed matter or thing by the Vendors or any of them or their respective predecessors-in-title



*Dr*  
Registrar of Assurances  
Colombia,  
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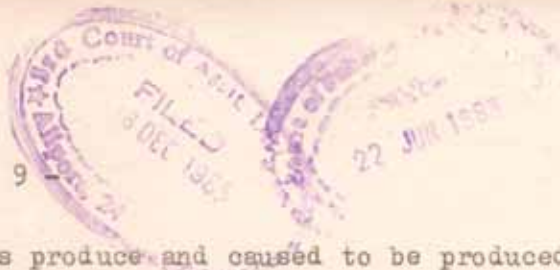


done executed or knowingly suffered to the contrary the Vendors have a perfect and indefeasible estate and good and marketable title without any manner or condition of use, trust or other thing whatsoever in or to the said property or every part thereof hereby sold or conveyed or intended so to be AND ALSO notwithstanding any such act deed or thing done by the Vendors or their predecessors in title Vendors now have in themselves good, right, interest and full power right or authority to sell grant, transfer, convey and assure the said property hereby sold granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid AND the Purchasers shall and may at all times hereinafter peaceably and quietly enjoy and possess the said property and receive and take all issues rents and profits thereof or arising therefrom without any lawful hindrance, eviction and interruption, claim or demand whatsoever from or by the vendors or any of them or any person or persons lawfully and equitably claiming from through under or in trust for them or any of them (the vendors) or any of their respective predecessors-in-title AND that free and clear and freely and clearly and absolutely acquitted, discharged, exonerated, saved, harmless and kept indemnified against all manner of claim, attachment, charges, estates, encumbrances, liens, lis pendens whatsoever created or suffered by the Vendors or any of them or by their respective predecessors-in-title or any person or persons claiming lawfully or equitably from under through or in trust for any of the Vendors AND the Vendors do hereby FURTHER CONVEYANT with the Purchasers that the Vendors shall and will from time to time and at all material times hereinafter at the request and cost of the Purchasers shall do or execute or caused to be done and executed all such acts deeds and things whatsoever for further and better and more perfectly assuring the said property or any part thereof unto and to the use of the Purchasers in the manner aforesaid and THAT the vendors shall at



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the cost of the purchasers produce and caused to be produced through their agent or agents before any court or lawful authority or at any trial, hearing commission or examination or otherwise any action all or any of the deeds documents and writings relating to the said property in their custody possession or power for the purpose of showing their title to the same or any part thereof or otherwise as may be required and also deliver or caused to be delivered unto the Purchasers such attested or other copies or extracts from the said deed documents and writings or any of them as they may be required and THAT the Vendors shall keep or preserve the said deeds documents and writings or any of them unobliterated and uncanceled

The Schedule above Referred to

ALL THAT the tank comprising C.S.Dag No.244 and measuring 1.27 acres and its erstwhile bank comprising C.S.Dag No.246 and measuring .15 acre which has long been assimilated to or engulfed by the said tank by natural process or erosion making together a tank containing a total area of 1.42 acres in Mouza Bondal appertaining to C.S. Khatian No.134 under J.L.No.16, R.S. No.M(G.D.-5,6), Touzi No.1298/2833 and forming parts of Holding Nos.17 and 18 under Division V, subdivision M, under Police Station the then Tollygunge subsequently Jadavpur and now Kasba, in the District of 24-Parganas being a portion of the Municipal Premises No.3, Girindra Sekhar Bose Road under Ward No.70 of the Corporation of Calcutta butted and bounded on the north partly by C.S.Dag No.229 and partly by C.S.Dag No.224, on the east - by C.S.Dag No.243, on the south - partly by C.S.Dag No.242 and partly by C.S.Dag No.247 and on the west - partly by C.S.Dag No.245 and partly by the said common passage from Bediadanga





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**Register of Assurances**  
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Court of Assist. Judge  
 Alipore  
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 22 JUN 1985

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1st Lane and delineated in the map or plan annexed hereto and  
 thereon bordered with red ink Together with a right of way on twenty  
 feet wide common passage comprising part of C.S.Dag No.245/392  
 appertaining to C.S.Khatian No.223/2 and part of C.S.Dag No.245  
 appertaining to C.S. Khatian No.134 in the said Mouza Bondel and  
 forming parts of the said Holding, Division, Sub-division and  
 premises under the said Police Station and in the said District  
 and delineated in the map or plan annexed hereto and thereon  
 bordered with black ink

IN WITNESS WHEREOF the Vendors set and subscribe their  
 respective hands hereto on the day, month and the year aforementioned

Signed by the said Vendors  
 in the presence of :

Sub-ordinate Judge 3rd Class  
 Alipore, 24 Parganas.

For and on behalf of

1. Krishna Gobinda Ghose  
 Clerk  
 3rd. Sub-judge, Court, Alipore.

1. Nirmal Chandra Mondal.

2. Shyamal Chandra Mondal.

3. Amal Chandra Mondal.

2. Subrata Mukherjee.  
 Advocate, Alipore.

4. Malay Chandra Mondal

5. Sm. Pratima Sundari Mondal

6. Sm. Dipty Roy.

VENDORS



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Serial No. 6829  
Date 1985

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*Am Sai*  
Registrar of Assurances  
Calcutta

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Registrar of Assurances  
Calcutta

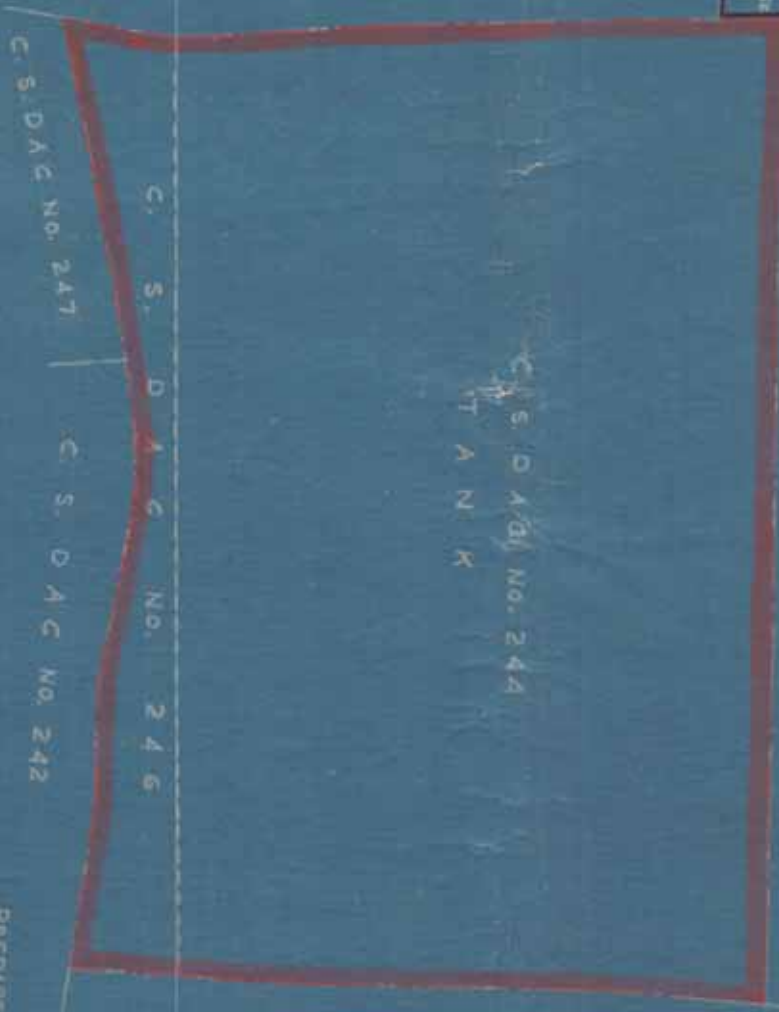
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PLAN OF C.S.DAG NO. 244 & 246 UNDER C.S. KHATIAN NO. 134 AND OF 20'0" WIDE COMMON  
 PASSAGE COMPRISING PART OF C.S. DAG NO. ~~245~~ UNDER C.S. KHATIAN NO. 223/2  
 AND PART OF C.S. DAG NO. 245 UNDER C.S. KHATIAN NO. 134 ALL IN MOUZA BONDOL AND UNDER  
 J.L. NO. 16, R.S. NO. M (GD-5,6), P.S. FORMERLY TOLLYGUNGE NOW HASBA BEING A PORTION OF 3, GIRINDRA  
 SENHAR BOSE ROAD CALCUTTA-39, DISTRICT 24 PARAGANAS SCALE 500' INCH AREA C.S. DAG NO. 244 & 246  
 C.S. DAG NO. 224 C.S. DAG NO. 229 TOTAL SECTION 1.142

WIDE COMMON PASSAGE  
 T OF C.S. DAG NO. 245



PREPARED BY  
 R. N. DEY  
 BE OLD POST OFFICE STREET

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