

2766

500Rs.



Admin. ... 21 duty  
 Stamp Act  
 1899 ... of the Calcutta  
 Improvement Act 1911 as amended by  
 Vol. III of 1933 Schedule 1A No. 23  
 Stamp duty paid under the Indian  
 Stamp Act is 36.7.38  
 Additional duty paid under the Calcutta  
 Improvement Act 160.00  
 Total Rs. 527.38  
 Paid Rs. 49.50  
 Balance Rs. 2.50  
 521-

*[Signature]*  
 Sub-Registrar  
 Cossipur Dum Dum  
 18/3/55

THIS INDENTURE made this 18<sup>th</sup> day of March One thousand nine hundred seventy five BETWEEN METAI CHARAN PAUL son of Late Bhutnath Paul by religion Hindu by occupation land holder residing at no.77, Beniatola Street, Police Station Jorabagan Calcutta-5 in the town of Calcutta hereinafter called the VENDOR (which term shall unless excluded by or repugnant to the context mean and include his heirs, executors, administrators, representatives and assigns) of the ONE PART AND SREEMATI GOURI NANDI wife of Sree Sribas Chandra Nandi by religion Hindu by occupation household residing at present at 31/D, Seven Tanks Lane, Police Station Cossipur, Calcutta-30 in the suburb of Calcutta hereinafter called the PURCHASER (which term or 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 Butto Kristo Paul who was a Hindu governed by the Dayabhaga School of Hindu Law was seized and possessed of considerable properties both moveable and immovable in and outside the town of Calcutta AND WHEREAS on the 30th August 1910 the said Butto Kristo Paul executed a Deed of Trust whereby he conveyed some of his immovable properties unto his three sons Bhut Nath Paul, Hari Sankar Paul Kt. (as he then was) both since deceased and Hari Mohan Paul in trust for himself for life and after his death in trust as to one fourth share thereof for the said





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Bhut Nath Paul absolutely as to another one fourth share thereof for the said Hari Sankar Paul Kt. (as he then was) absolutely as to another one fourth share thereof for the said Hari Mohan Paul absolutely and as to the remaining one fourth share thereof for the sons of the said Bhut Nath Paul then living absolutely in equal shares AND WHEREAS on the 30th January 1914 the said Butto Kristo Paul made a will whereof he appointed his said three sons Executors and Trustees and whereby after providing for payment of certain legacies and making certain provisions for his daughter-in-law Sm. Jhanada Dasi since deceased and his daughter-in-law Sm. Subasini Dasi (widow of Hari Pada Paul a predeceased son of the said Butto Kristo Paul) as therein mentioned he directed that the rest and residue of his estate should be divided equally amongst his said three sons AND WHEREAS the said Butto Kristo Paul died on the 12th June 1914 leaving him surviving his said three sons who as such Executors as aforesaid proved the said will on or about the 4th October 1915 and obtained Probate from the Alipore Court AND WHEREAS the said Bhut Nath Paul died intestate on the 21st May 1920 leaving him surviving his widow Sm. Sushila Bala Dasi since deceased and five sons namely Purna Chandra Paul since deceased, Gour Hari Paul, Netai Charan Paul, Kanai Lal Paul and Pashupati Nath Paul AND WHEREAS the said Sm. Sushila Bala Dasi, Gour Hari Paul, Netai Charan Paul and Kanai Lal Paul applied for and on the 4th October 1922 obtained from the Hon'ble High Court in its Testamentary and Intestate jurisdiction Letters of Administration to the estate and effects of the said Bhut Nath Paul AND WHEREAS Tarak Nath Paul and other members of the family of the said Purna Chandra Paul filed a suit being suit No. 917 of 1941 against the said Hari Sankar Paul Kt and others in the Hon'ble High Court Calcutta in which a preliminary decree was passed on 2nd January 1942 AND WHEREAS on the 14th July 1941 the said Gour Hari Paul, Netai Charan Paul, Kanai Lal Paul and Pashupati Nath Paul filed the suit No. 1126 of 1941 in the Hon'ble High Court against the said Purna Chandra Paul and others for a declaration of the rights of the parties, for partition and administration of the estate of the said Butto Kristo Paul and Bhut Nath Paul and for other reliefs AND WHEREAS on the 19th February 1944 a preliminary decree was passed in the said suit No. 1126 of 1941 whereby the shares of the parties referred to therein were inter alia declared as therein specified AND WHEREAS on the 15th September 1951 a consent decree was made in the said suit No. 1126 of 1941 and the said suit No. 917 of 1941 whereby the said two suits were consolidated and Sri Sisir Kumar Das and Sri Dhirendra Krishna Ghose were appointed the Commissioners of Partition and divided the trust and residuary estates of the said Butto Kristo Paul AND WHEREAS the Trust and Residuary estates of the said Butto Kristo Paul respectively include the undivided one fourth and one third shares therein of the said Bhut Nath Paul AND WHEREAS by an order made in the said suit No. 1126 of 1941 and dated 20th November 1951 Mr. J.N. Das Gupta was appointed as surveyor and valuer to survey and value the properties belonging to the trust and residuary estates of the said Butto Kristo Paul deceased AND WHEREAS the parties agreed that all the other

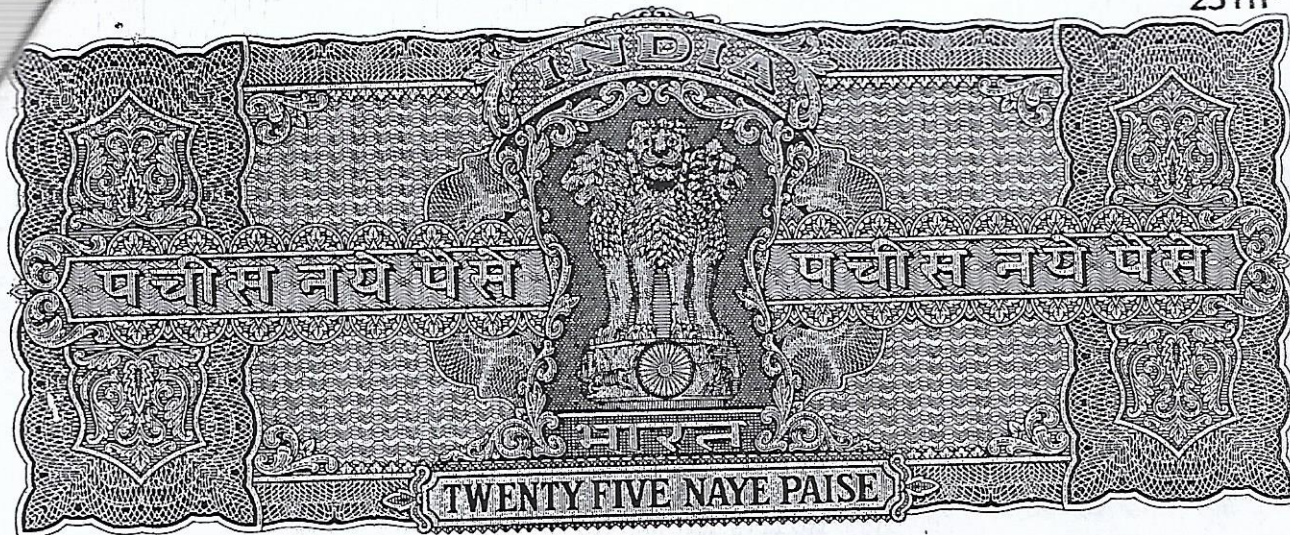




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immoveable properties belonging to the Trust and Residuary estates of the said Butto Kristo Paul excepting those lying in Pakisthan which have been agreed to remain joint but including the premises no.58 Netaji Subhas Road and No.12/2/3A Synagogue Street and also all other immoveable properties which has been subsequently acquired should be partitioned and divided amongst them in the manner indicated in the Scheme of partition which was by a consent order made in the abovementioned suits and dated the 30th July 1953 sanctioned by the court with the consent and approval of all the parties and was certified to be for the benefit of the infant parties and leave was granted to the official Trustee of West Bengal and also to the guardian-ad-litem of the infant parties to accept the said partition and division for the benefit of the minors and others in suit and the Commissioners of Partition were directed to make a return in accordance therewith AND WHEREAS by virtue of the said decreedated respectively the 15th February 1944 and 15th September 1951 and also by virtue of the subsequent agreement between the parties the shares of the parties were determined whereby in the Trust Estate of Butto Kristo Paul deceased the share of Netai Charan Paul was determined as one tenth share and in the Residuary Estate of Butto Kristo Paul deceased the share of Netai Charan Paul was determined as one fifteenth share and in the Estate of Bhut Nath Paul deceased who had one fourth share in the Trust Estate and one third share in the residuary Estate of Butto Kristo Paul the share of Netai Charan Paul was determined as one fifth share. AND WHEREAS the said Mr. J.N. Das Gupta surveyed the said immoveable properties to be partitioned and valued the same AND WHEREAS the lists of immoveable properties allotted to the respective parties in lieu of their respective shares in the Trust and Residuary Estates of Butto Kristo Paul including therein the estate of the said Bhut Nath Paul are set out in the Second to Eighth Schedule to the return of the Commissioner dated 28th day of June 1954 and those allotted to Sri Netai Charan Paul are mentioned in Sixth Schedule to the said Return AND WHEREAS in the Final decree dated 9th day of August 1954 made in the said two suits namely suit No.917 of 1941 and suit No.1126 of 1941 the Return of the Commissioner of Partition was made a part of the said decree AND WHEREAS allotment made by the said Return included some paddy lands measuring 3 Bighas 4 Cottahs 10 Chittaks which was shown as lot F and bordered red on the plan "K" annexed to the said Return of the Commissioner of Partition AND WHEREAS the Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled free from all encumbrances to all rights title and interest in the said paddy land and has mutated his name in the





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the records of the Khasmohal Department of the Collectorate of 24 Parganas AND WHEREAS the Vendor has obtained a sanction from the Collector of Khasmahal of 24 Parganas to use the said paddy land as dwelling land AND WHEREAS the said paddy land has since been numbered as 34A South Sinthee Road within the Municipal limits of Calcutta AND WHEREAS the Vendor has developed and divided the said land into several plots and has drawn those plots in a Scheme plan AND WHEREAS the Vendor has already sold several plots and agreed to sell and the purchaser has agreed to purchase the plot number 20 measuring 2 Cottah 7 Chattacks 13 Square Feet at a Total price of Rs.8,000/- free from all encumbrances NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement or in consideration of the sum of Rs.8,000/- (Rupees eight thousand) only being the full consideration price for the said piece or parcel of land being Scheme plot no.20 in the said premises no.34A South Sinthee Road within the Municipal limits of Calcutta measuring about 2 Cottahs 7 Chattacks 13 Square Feet more particularly described in the Schedule hereunder mentioned and delineated in the plan or map annexed hereto and therein coloured red and intended hereby to be conveyed, well, sufficiently and fully paid by the purchaser unto the Vendor at or before the execution of these presents (the receipt of which sums the Vendor doth hereby and by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof for ever acquit discharge and release the Purchaser and the land hereby granted or expressed or intended so to be and every part thereof) the Vendor doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser absolutely and forever free from all encumbrances ALL THAT piece and parcel of land, hereditaments, and premises in khas possession of the vendor containing an area of 2 cottahs 7 chattacks 13 square feet situate lying and being and comprised within Khasmohal Estate Division I, Sub-Division 14 Touzi No.1298/2833 holding nos. 72, 73, 74, 76, 77 and 78 more particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said hereditaments and tenements and premises or any thereof now are or is or hereto before were or was situated, butted, bounded, called, known, numbered, described, distinguished TOGETHER with all trees, yards, courts, areas, common paths, passages, courses, ways, fence, drains, rights, liberties, previlages, easements, profits, appendages, appertenances, whatsoever belonging or reputed to belong to the said piece and parcel of land hereby granted, or expressed or intended so to be or any part thereof



belonging or in any wise appertaining or usually held and/or enjoyed therein or therewith and/or reputed to be appertaining thereto or attending or found thereon or contained therein and assure put in and place the PURCHASER in khas possession thereof of the said piece and parcel of Land hereby transferred and conveyed with and all estate, right, title interest, claim and demand whatsoever of the VENDOR into or upon and or in respect of the said land hereby granted sold transferred and conveyed or expressed or intended so to be or any part thereof as at present existing or hereafter accruing whether as remainders or remainders, reversion or reversions, issues, rents profits and or otherwise together with all deeds, pattas, muniments and evidence of title relating to and or concerning the said premises and land hereby conveyed or any part thereof which now are or is or hereafter shall or may be in the possession power and control of the VENDOR or any other person or persons from whom he may procure the same without any action or suit together with all the right of the Vendor to call for production of any document or other copies and or extracts of and from the same or any one of them in respect thereof of the said premises hereby conveyed or expressed so to be or any part thereof at the costs of the purchaser and the benefits and advantages of all covenants relating thereto TO HAVE AND TO HOLD the land and premises hereby granted sold transferred and conveyed or expressed or intended so to be unto and to the use of the PURCHASER absolutely and for ever in any manner whatsoever subject to the payment of revenue to the Government and the Municipality including rates and cesses at present existing or that may be enhanced hereafter and the VENDOR covenants with the PURCHASER that notwithstanding any act deed matter or thing whatsoever by him or any of his predecessors-in-interest done or executed or suffered to the contrary the VENDOR is now lawfully and wholly and absolutely entitled to and seized and possessed of the said land and premises hereby sold transferred and conveyed and every part thereof for a perfect absolute and indefeasible estate of inheritance and in khas possession as hereinbefore stated without any manner or condition of use or trust in any manner ~~or condition of use~~ whatsoever to alter, defect encumber or make void the same AND THE VENDOR doth hereby covenant with the PURCHASER that not withstanding any act deed matter or things whatsoever done or executed or suffered to the contrary the VENDOR now hath good right full power and absolute authority to grant sell transfer convey assign and assure the said land and premises hereby granted sold transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid AND THE PURCHASER shall and may at all times hereafter peacefully and quietly possess and enjoy the said land and premises and receive and realise the rents issues and profits thereof without let suit trouble eviction interference interruption claim demand whatsoever of from or by the Vendor or any person or persons lawfully or equitably claiming from through under or in trust from him and that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances made or created or suffered by the Vendor or any of his predecessors or any person or persons lawfully or equitably claiming from through under or in trust from him AND FURTHER that the VENDOR and all person or persons having or lawfully or equitably claiming any estate right title or interest in the said land or premises from through under or in trust from him shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and or cause to be done or executed all such acts and deed matters and things whatsoever for further better and more perfectly assuring the said land and premises hereby granted



and conveyed or expressed or intended so to be and every part thereof unto and to the use of the PURCHASER in the manner aforesaid or otherwise as shall or may reasonably be required and the VENDOR doth hereby covenant with the PURCHASER that unless prevented by fire or some other inevitable accident keep the deeds and documents safe whole undefaced unobliterated and uncanceled and undertakes to produce the same and/or cause to be produced at the costs of the Purchaser on reasonable requests for evidencing his title to the said land and premises hereby conveyed

IN WITNESS WHEREOF the Vendor has hereto set and subscribe his hand and seal the day month and year first above written.

Signed Sealed and delivered  
in the presence of :

1. Satya Gopal Bawari  
Advocate  
13/1A Bidhan Srami Calcutta 4

Nutan Charan Das

2. Uma Nath Nandy.  
BRO III, Block 7, 2nd floor  
The No 110, Durgapur Quater.  
Uttarakhand, Calcutta 54

3. Sambhu Nath Roy  
9/1A, Roypara Road,  
Calcutta-50

Schedule

All that piece and parcel of land hereditaments and premises measuring 2 Cottahs 7 Chittacks 13 Square Feet contained in Scheme plot no.20 being municipal premises no.34A South Sinthee Road, Police Station Cossipure Sub-Registry Cossipur Dum Dum within khas mohal holding no.72, 73, 74, 76, 77 and 78 Touzi No.1298/2833 Dihi 55 Gram Grand Division I Sub-Division 14 delineated (Annual rent for the above holdings, being Rs.5.32 and a proportionate rent for the conveyed land is the sum of Rs.0.30 paise payable to the Collectorate 24 Parganas) in the plan or map annexed hereto and therein coloured red butted and bounded as follows that is to say on the

On the North by - Corporation Drain  
On the South by - 10 metre width Scheme Road  
On the East by - Plot No.19  
On the West by - Plot No.21. Annual rent for the above holdings being Rs.5.32 and a proportionate rent for the conveyed land is Rs.0.30 paise payable to Collector of 24 Parganas. Memo of Consideration

Received from the within named Purchaser the sum of Rs.8,000/- (Rupees Eight thousand) only being the consideration money as per memo below :-

Rs 100/- x 80 paise RBL No.215 - - Rs 8000/-  
Eight Thousand  
S.G. Bawari Advocate  
Sambhu Nath Roy,  
9/1A, Roypara Road,  
Calcutta-50  
Uma Nath Nandy.  
Nutan Charan Das



Dated the 18th day of March 1975

From

NETAI CHARAN PAUL

To

SM. GOURI NANDY

DEED OF CONVEYANCE

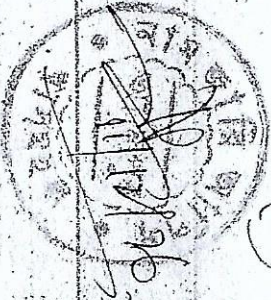
Sub-Registrar  
Coosipore Dum Dum.

18/3/75

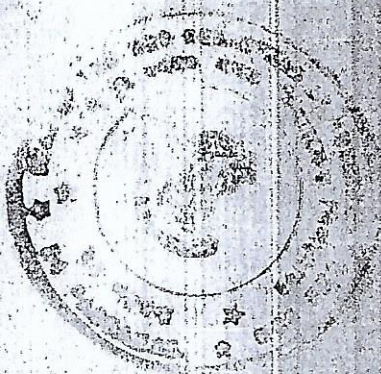
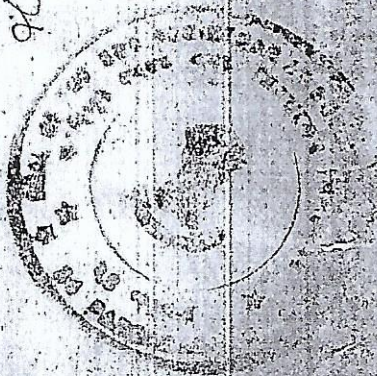
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of the year 1975

S. G. BANERJI  
ADVOCATE



decreased (14) 75-76



Sub-Registrar,  
Coosipore Dum Dum.

12.4.75