

11 स्त्रिकी



Ramesh Witter Road in the referred to as the religion Hindu thousand nine hundred and eighty-one LILAYATI THIS INDENTURE made SINHA widow of Late Dr. Krishna Dhon Sinha by occupation Landisdy residing at No. 57, VENDOR town of Calcutta hereinafter (which expression 130 day of NSFEL shall

unless...

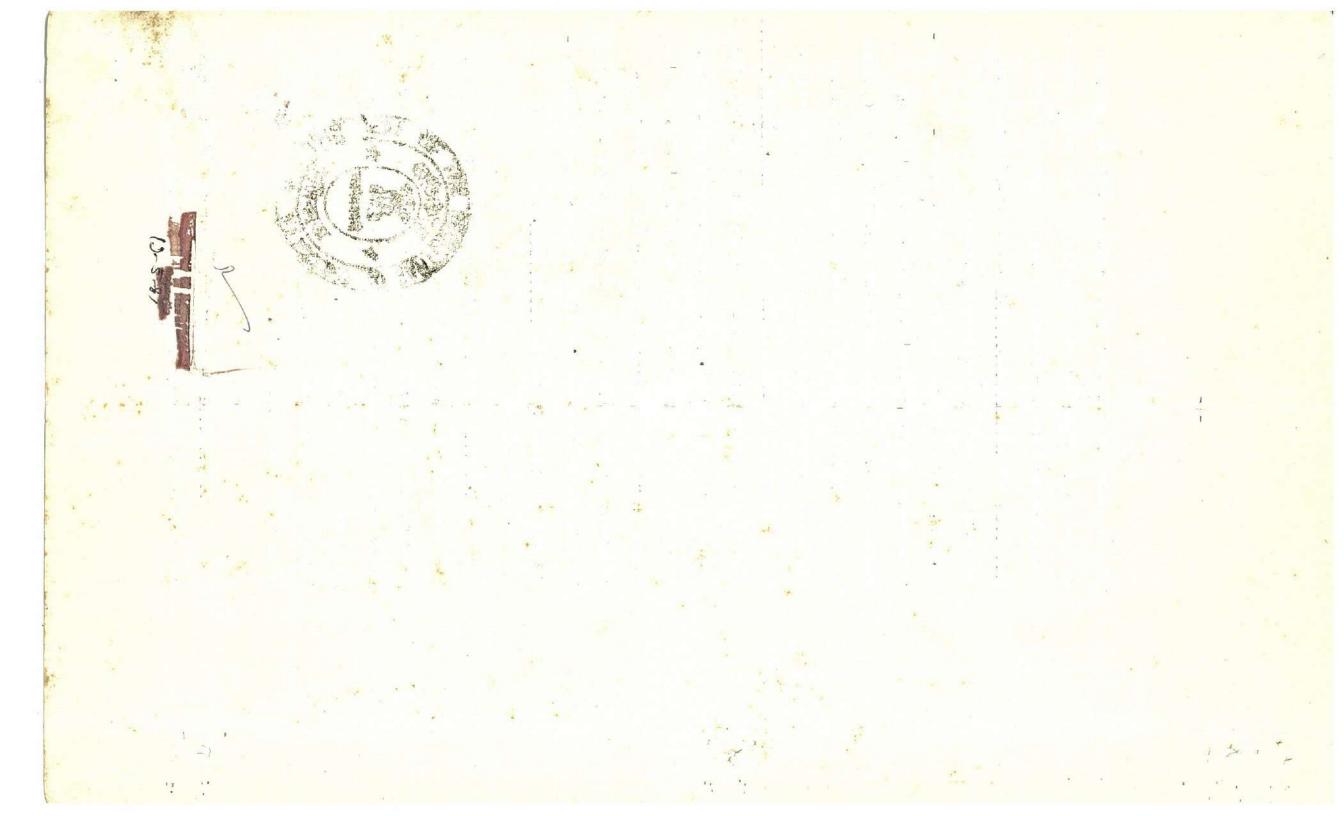
Accomouland

repugnant to the subject or context be deemed to mean and include her heirs executors administrators legal represen-(which expression shall unless otherwise excluded byor his heirs executors administrators legal representatives tatives and assigns) of the THIRD PARTS of Calcutta hereinafter referred to as the 'PURCHASER' business residing at No. 2/1D, Townshend Road in the town wife of Sri Arvind Bhai Patel by religion Hindu by occupation and assigns) expression shall unless otherwise excluded by or repugnant after referred to as the 'CONFIRMING PARTY '(which No. 2/1D, Townshend Road in the town of Calcutta-25 hereinby religion Hindu by occupation business residing at ONE PART; AND ARVIND BHAI PATEL son of Walji Bhai Patel or context be deemed to mean and include her heirs executors unless otherwise excluded by or repugnant to the subject administrators the subject or context be deemed to mean and include of the SECOND PART legal representatives and assigns) of the AND PATEL

L-Sinha

to as 'the said Total Lend'). Dagan Lane in the town of Calcutta (hereinafter referred lying at and being premises No. 79 (olf 79 and 80) Bakul 13 chittacks be the same a little more or less situate piece and parcel of kind containing an area of 7 cottans BUT 3 seized and possessed of inter alla ALL THAT the MALEREAS one Gopal Chandra Sinha was during his

was governed by the Dayabhaga School of Hindu Law died AND WHEREAS the said Gopal Chandra Sinha who



Gopal Chandra Sinha appointed Sadashib Mitra, March, Kumar Mitra and Sir Ashutosh Mukherjee as the Executors 3rd day of Chaitra 1330 B.S. (corresponding to 16th day of his Last Will and Tastament bearing date 18th day of Falgun 1327 B.S. on the 13th day of April 1926 after making and publishing 1325 B.S. (corresponding to 2nd day of March, 1919) and the said will and Testament. several Codicils bearing date the 16th day of Kartick 1924) respectively whereby and whereunder the (corresponding 8 2nd day of November, 1920) and Khitindra

June, Mukherjee by the Hon' ble High Court at Calcutta. ment and the said Sadashib Mitra, Khitindra Mohan Mitra and Sir Ashutosh 1926 Probate in respect of the said Will and AND WHEREAS by an order dated the sald two several Codicils was granted 2nd day to the

Ghosh was appointed as the third Executor in his place Hon' ble High Court at Calcutte and one Dhirendra Nath renounced his Executor ship by an order dated 13th day of March, 1930 AND WHEREAS the said Sir Ashutosh Mukherjee and the same was duly recorded passed by

and Dhirendra Nath Ghosh Calcutta to the said Sadashib Mitra, Khitindra Mohan Mitra fresh Probate in respect of the said will and the two Codicils was granted by the Hon' bie High Court at AND WHEREAS on the 24th day of March, 1930 a sald



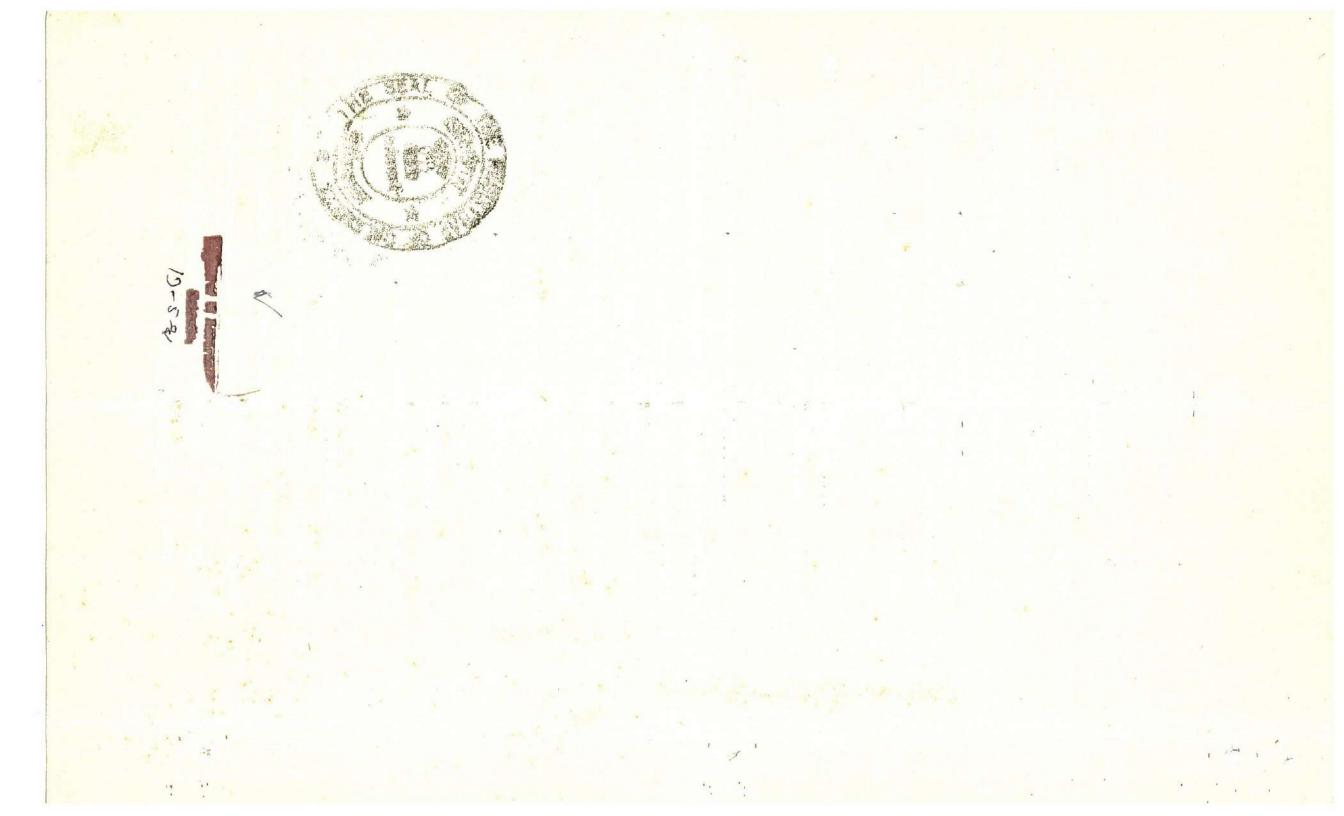
High Court at Calcutta being Suit No. 1035 of 1940 (Subhas provisions of the said Will and Codicils. administration of the estate and for construction of Chandra Singha -vs- Sadeshib Mitra & Ors.) residuary legatees under the said Will and Testament and the said two several Codicils filed a suit in the Hon'ble AND WILKERS one Subhas Chandra Singha one for inter alia

1st day of September, 1940. AND WHEREAS the said Sadashib Mitra died on the

legatees therein each one of such part. of August, 1941 whereby the surviving Executors were and filed and a decree was passed thereon on the equal parts and to allot to each of the three group of directed to divide the residue of the estate in three settled amicably between the parties therein and pursuent thereto a Terms of Settlement was duly drawn up, signed AND WARRAS the said Suit No. 1035 of 1940

on the 22nd day of February, 1942. AND WHEREAS the said Khitindra Mohan Mitra died

the 26th day of August, distribution of the residue estate in terms of the said the Bon'ble High Court at Calcutta by its order dated surviving Executor thereafter prepared a Scheme for and the seld Scheme was duly approved and confirmed AND WHEREAS the said Dhirendra Nath Ghosh as the 1943

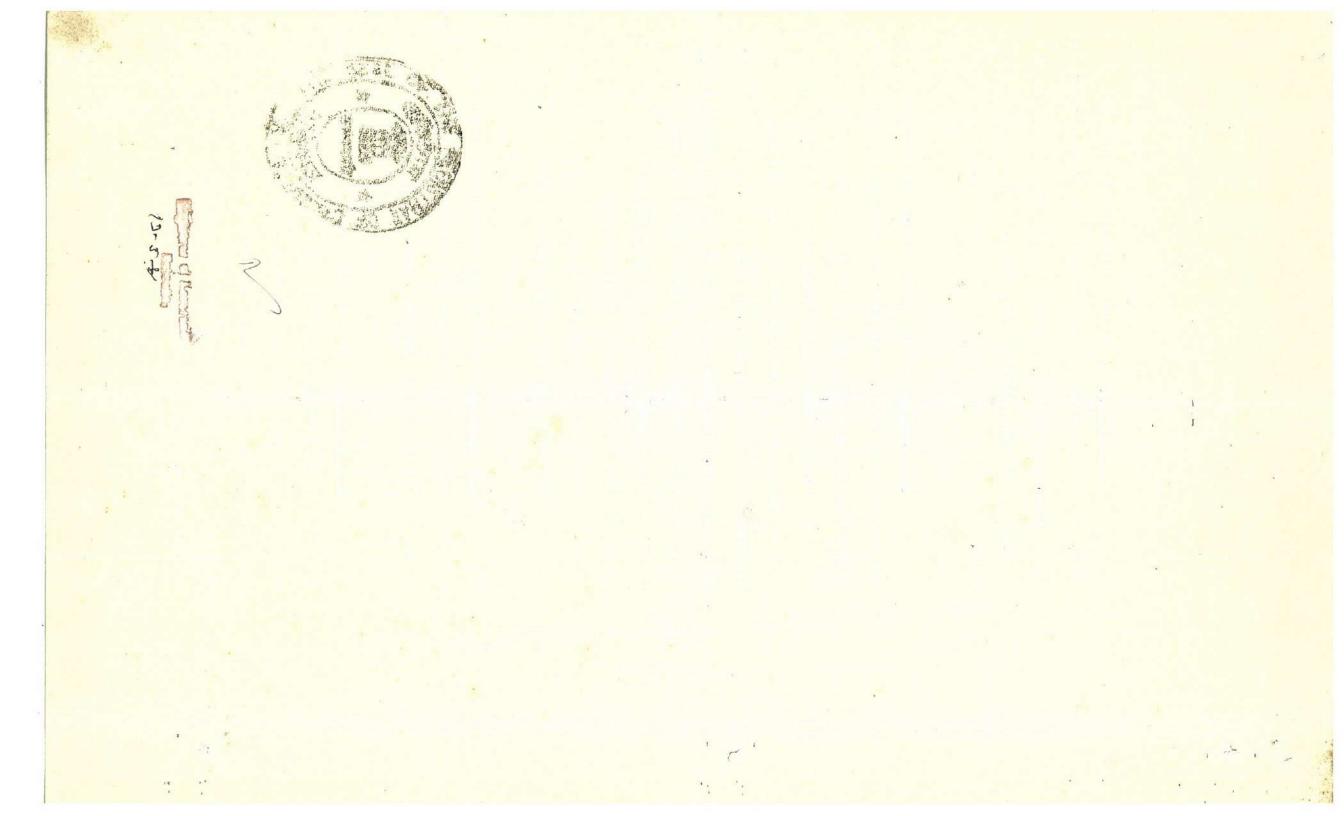


givenienve to sell, inter alla, in Suit No. 1035 of 1940 the said Dhirendra Nath Ghosh was 1944 passed by AND WINDEAS by an order dated the 15th day of the Hon'ble High Court at Calcutte ALL THAT the said Total

Schedule thereunder written absolutely and or ever-Total Land more fully and particularly described in favour of the said Radha Raman Sinha ALL THAT the said Ghosh for the consideration therein mentioned granted 177, Being No.9 for the year 1945 the said Dhirendra Nath Registrar Alipore in Book No.I, Volume No.1, Pages 171 to of the Other Part and registered with the District Suband Rache Raman Sima therein referred to as transferred conveyed assured and assigned unto and in Na to Ghosh dayof January, 1945 made between the said Unirendra AND WHEREAS by an Indenture of Conveyance dated therein referred to as the Vendor of the One Part the Furchaser

the Vendor herein as her benamder. said Radha Raman Sinha for the benefit of and on behalf AND WIEBBAS the said Total Land was acquired by

Sub-Registrar, Alipore in Book No. I, Volume No. 21, Releasee of the Other Part and registered with the District Raman Sinha therein referred to as the Releasor of the Part and the Vendor herein therein referred to as the 20th day of April, 1945 made between the said Radha AND WHEREAS by a Deed of Release in Bengali Pages dated

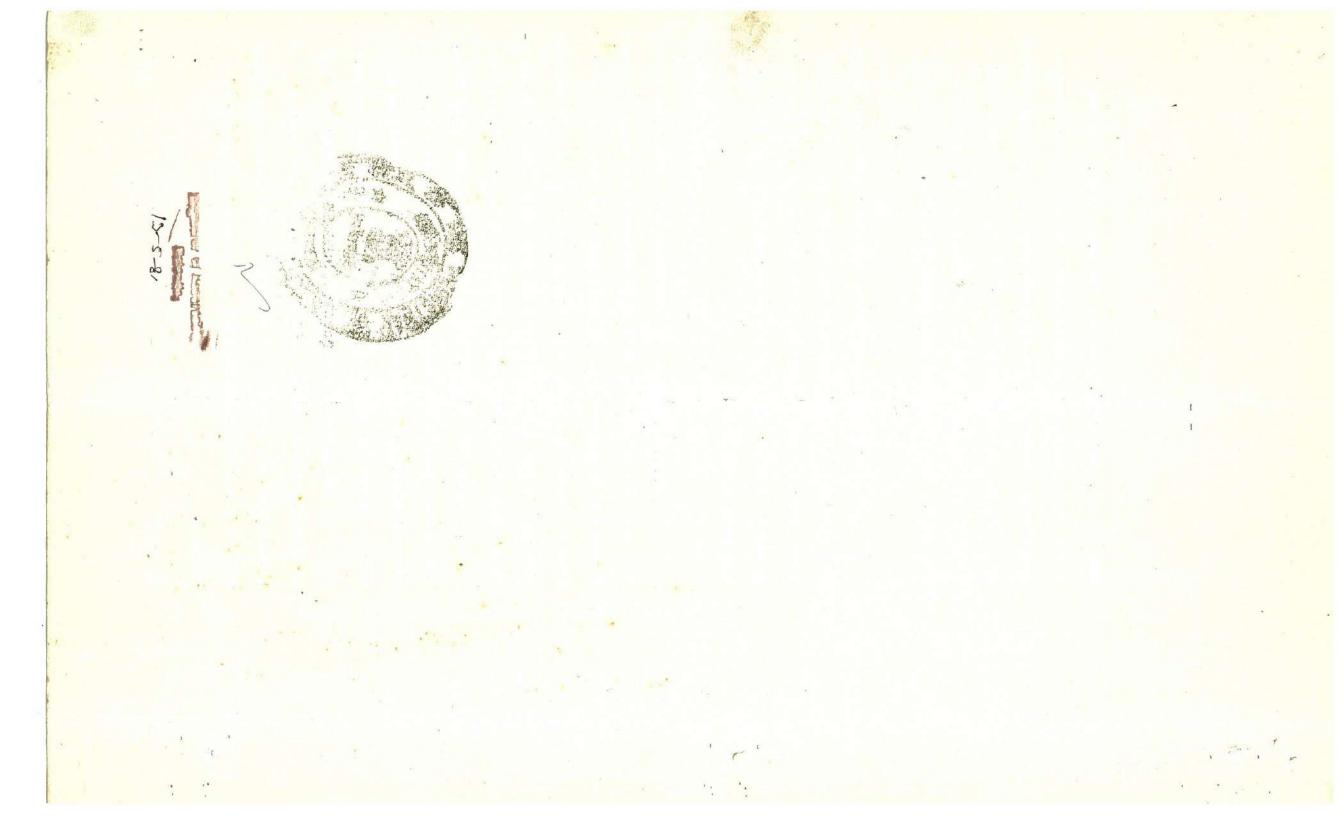


er interest in respect of ALL THAT the said Total Land Radha Raman Sinha as such benamdar of the Vendor herein more fully and particularly described in the schedule transferred released and relinquished all his right title thereunder written absolutely and for ever-209 Being No. 1419 for the year 1945, the said

and expenses constructed erected and/or tenement and/or dwelling house whereupon or on the part of three storied and partly four storied brick built messuage the said Total Land. AND WHEREAS the Vendor herein at her own costs built a

written and particularly described in the schedule thereunder little more or less out of the said Total Land more fully of 3 cottabs ALL THAT the piece and parcel of land containing an area and in favour of the said Chandi Charan Basu and Another granted transferred conveyed assured and assigned unto No.64, Pages 159 Chandi Cheren Besu and Smt. Annapurna Basu therein jointly referred to as the Purchasers of the Other Part and registhe Vendor herein for the consideration therein mentioned tered with the Sub-Registrar, Alipore in Book No. I, Volume therein also referred to as the Vendor of the One Part and the 28th day of April, AND WIEREAS by an Indenture of Conveyance dated 2 chittacks and 28 sq.ft. be the same a to 170, Being No. 3569 for the year 1961, 1961 made between the Vendor herein

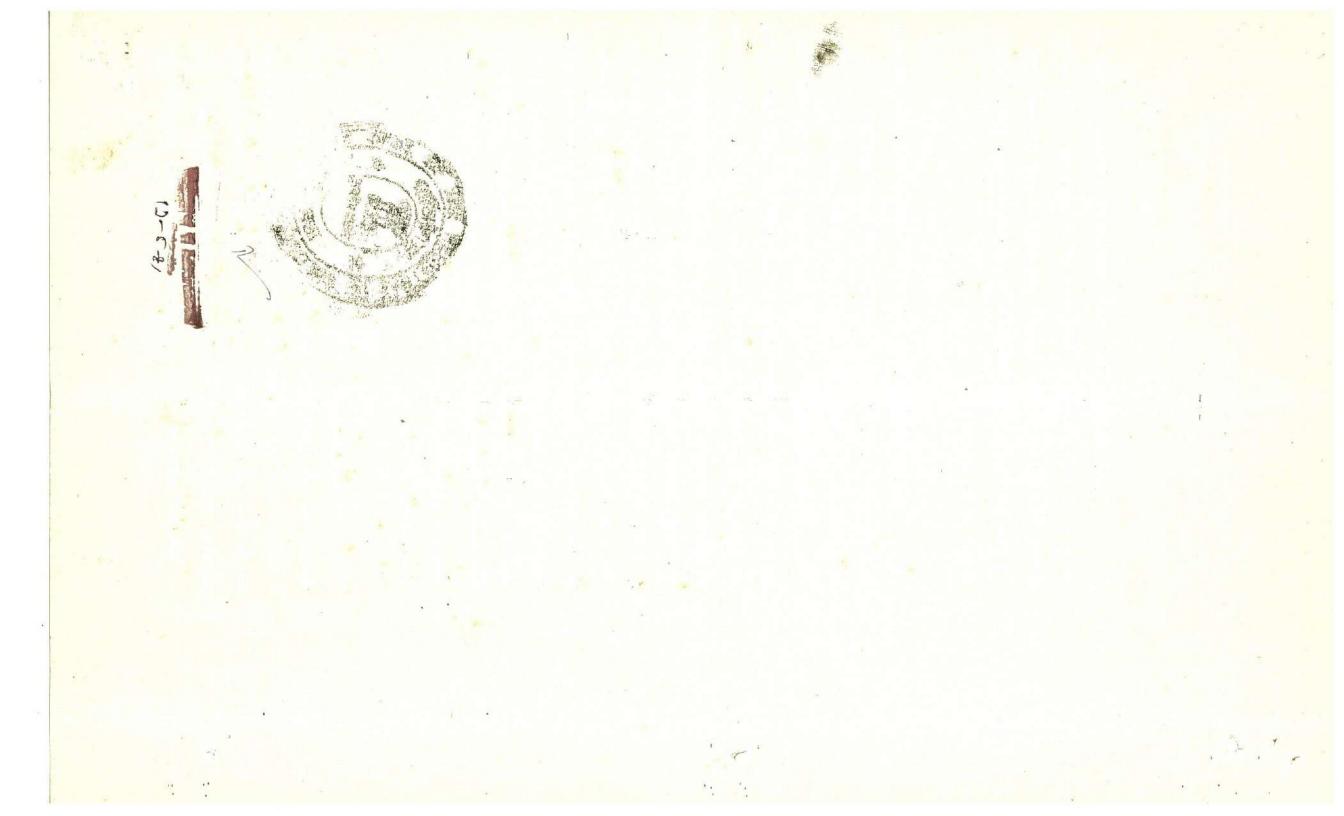
of Sorha



by the Corporation of Calcutta as premises No.79/1, Bakul house belonging to the Vendor has been since re-numbered Bagan Road, Calcutta. said land together with the said building and/or dwelling AND WHEREAS the said remaining portion of the

pendens attachments acquisitions requisitions trusts of property:) free from all encumbrances charges liens liscolour 'RED' thereon (hereinafter referred to as 'the neated in the map or plan annexed hereto and bordered in in the Schedule hereunder written and also shown and dell-No.79/1, Bakul Bagan Road formed out of old premises No.79 an area of 4 cottains 10 chittacks and 17 sq.ft. be whatsoever nature. and 80, Bakul Bagan Road in the District of 24-Pargenes in a little more or less situate lying at and being premises the town of Calcutta more fully and particularly described entitled to ALL THAT the partly three storied and partly and possessed of and/or otherwise well and sufficiently storied brick built messuage tenement and/or dwelling TOGETHER WITH the piece and parcel of land containing AND WHEREAS the Vendor is thus absolutely seized the same

dayof January 1981 made between the Vendor herein of the One Part and the Confirming Party herein therein referred by himself or through his nominee or nominees all THAT the to sell and the Confirming Party agreed to purchase either to as the Purchaser of the Other Part, AND WIEBEAS by an Agreement for Sais dated he blat the Vendor agreed



Rs- 2,00,000/- (Rupees two lacs only) and paid to the Vendor Calcutta. Case No.719 what soever nature at and for a consideration of a sum of consideration money. lispendens attachments requisitions acquisitions said property of Rs-30,001/- (Rupes s thirty way of 01 free earnest money and in part 69 GT from 1s pending HOWGVET all encumbrances 0 rent before thousand one only) as fixation case being the payment of charges Rent Controller, trusts of liens

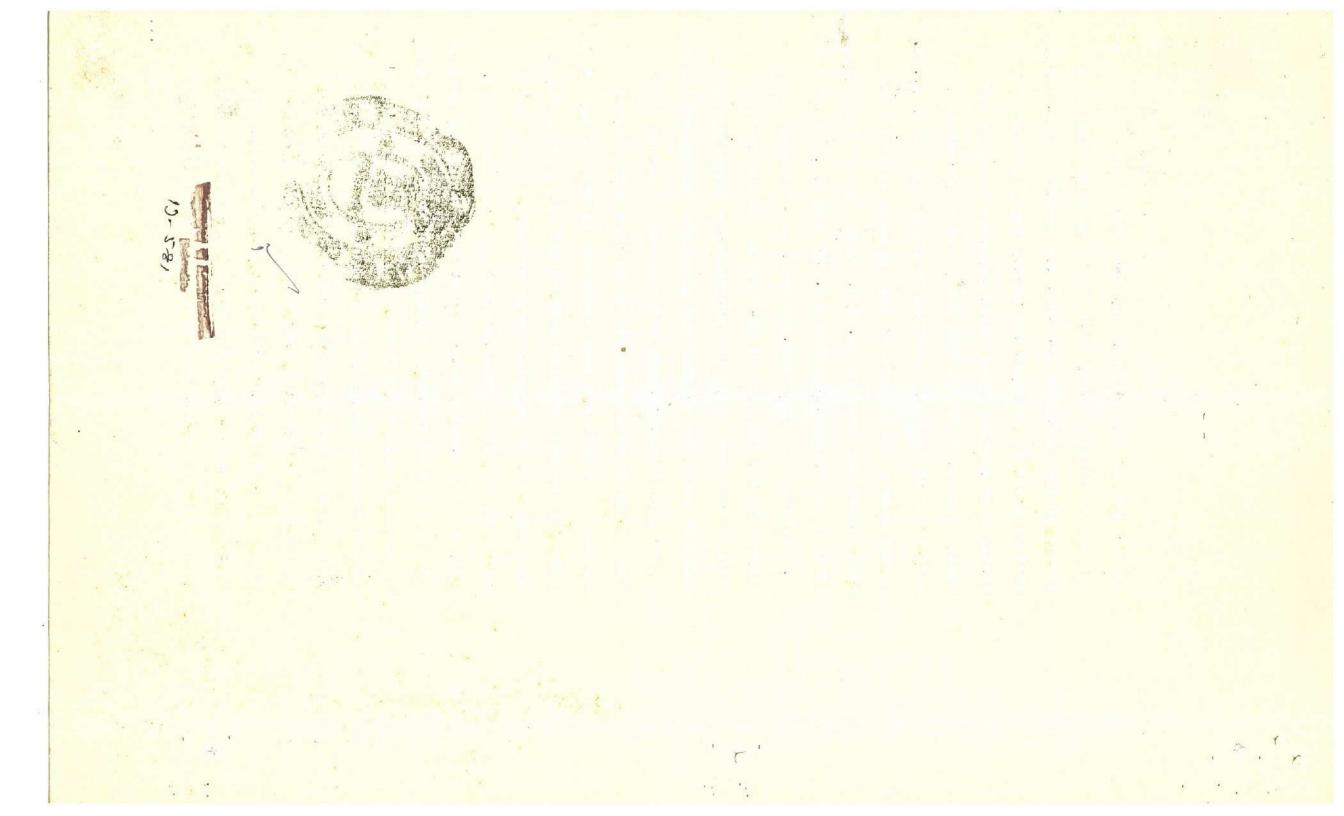
in favour of the Purchaser and one-fourth part or share in the said property and requested nominated the Furchaser berein to acquire an undivided consideration money payable by the Purchaser herein. paid by Vendor the Confirmping Party as aforesaid against AND WHEREAS to execute the Confirming Party has since and register an Indenture of Conveyance to adjust the earnest money

THIS INDENTURE WITHESSETH that in pursuance

L Sinha of Bs. 30,001/to the sale deration of a hereun der only of the Lawful money of the Union of India well and of the consideration of Rs. 50,000/- (Rupees fifty thousand) discharge the Furchaser as well as the same and every part thereof whereof the Vendor doth hereby as also by the receipt truly paid by said Agreement and in consideration of the said sun, sum has since been reimbursed by the Purchaser to the written admit the Purchaser to the Wendor (the receipt sum of Rs. 19,999/- making paid as earnest and for acknowledge and of money and in further TOVE acquit said property) the toge ther release and from the con sithe

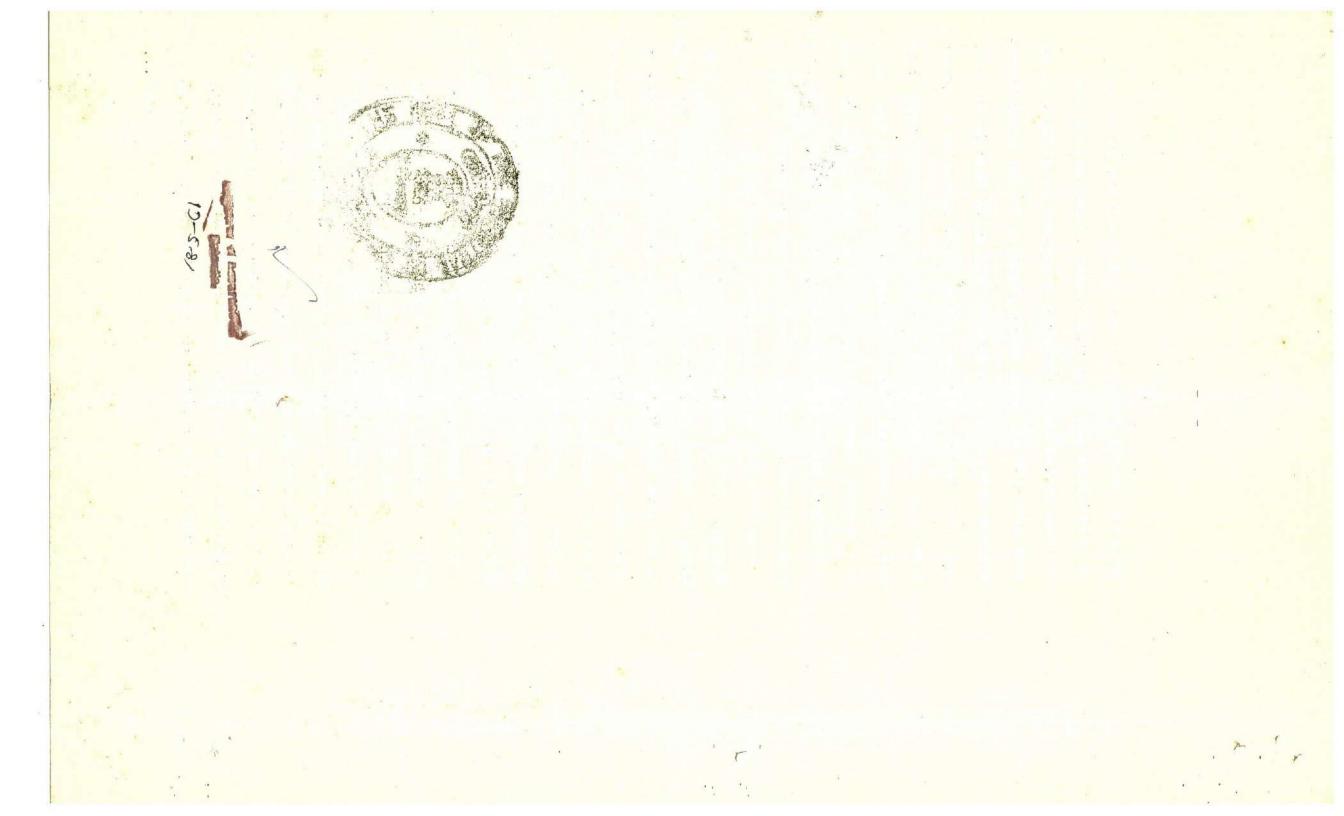
de sold

OR HOWSORVER OTHERWISE the seld land hereditaments and all other persons lawfully electric and telephone cables under pipes filtered and unfiltered water map or plan amexed here to and bordered in colour 'BLUE' goat sheep and other animals along over and upon 12 ft. side of the said property and shown and delineated in the TOGETHER WITH full and free right and liberty of way at all thereon commonly known as common passage and of having all strip of land running between East and West on the Southern map or plan annexed hereto and bordered in colour 'RED' Schedule hereunder written and shown and delineated in the Calcutta and more fully and particularly described in the Alipore in the District of 24-Pargenes in the Station Bhowanipore, Holding Nos. thereon (hereinafter referred to as 'the said property') being Municipal Premises No.79/1, Bakul Bagan Road Police containing an area of 4 cottahs 10 chittacks and 17 sq.ft. dwelling house TOGETHER WITH the piece or favour of the Purchager ALL THAT the undivided one-fourth and the Confirming Party doth hereby confirm unto and in the right Division VI, or share in All That vehicles same a little more or less situate lying at and four storied brick built messuage tenement and doth hereby grant convey transfer assure and assign to be enjoyed in common by the Purchaser and all purposes with or without to go return pass or repass and Dihi Panchannagram, the partly three storied and entitled thereto respectively 160 and 271, and gas and of noqu bas 1940 Sub-Registry Office parcel of carts motor and town of Sub-Wivision drive

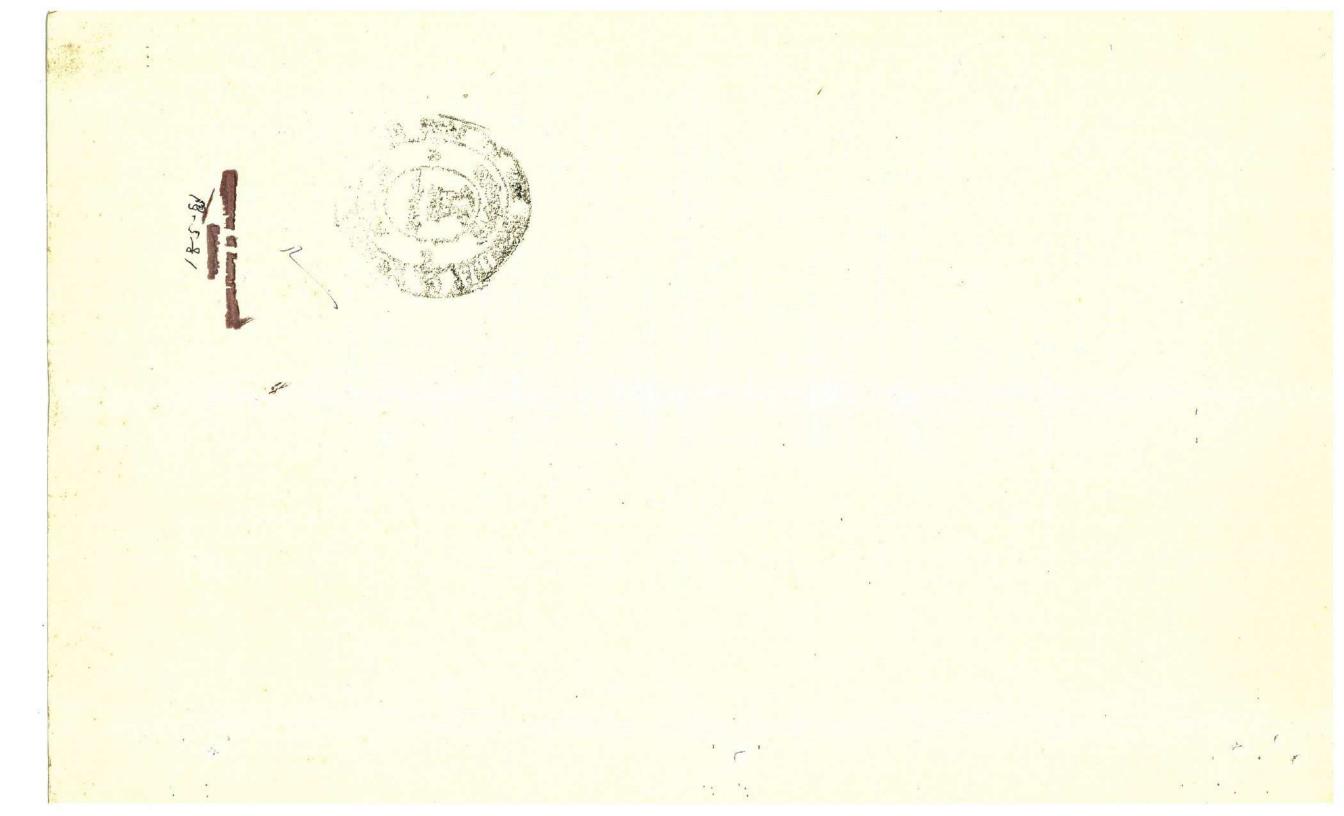


or predecessors in title done or executed or knowingly any act deed or thing by suffered to the contrary or otherwise the Vendor Stue covenants granted assigned assured and conveyed and transferred land hereditements property and premises hereby either at law or in equity evidences of title exclusively relating thereto which now of the same AND all deeds pattabs writings muniments the Vendor may procure the custody of claim or demand what soever of the Vendor into reputed deemed taken or known as part or parcel or member heretofore was or were held used occupied accepted enjoyed or any part thereof now are or is or at any time or and appurtenances thereto belonging which with the same thereof AND all easements boundary walls adventages emoluments appendages and every manner of other right thereof and all property or any part or portion thereof now is or TOGETHER WITH all ways paths passages drains water waterbounded called known numbered described or distinguished or heretofore was or were situated leased butted and expressed or intended so to be unto and to the use at any time hereafter may be in the possession or the Purchaser heirs executors administrators representatives and sers ditches grounds and soils therein and all the Vendor or any person or persons from whom the estate right the claims rents issues and profits for ever AND the Vendor for herself with the Furchaser THAT NOTWITHSTANDING the Vendor or any of her ancestors TO HAVE AND TO HOLD same without any action or suit light liberties privileges title interest property or in respect is now

Well.



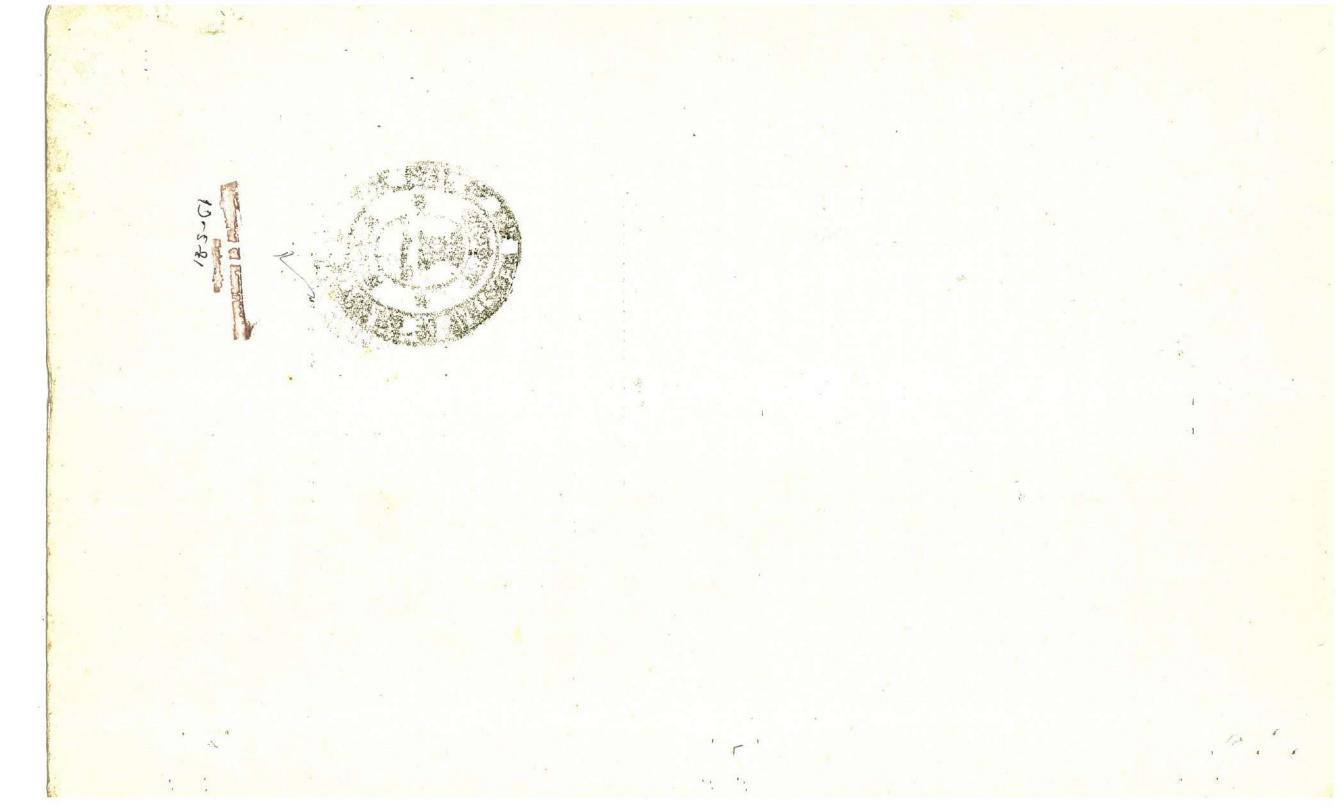
or lawfully or equitably claiming any interest use trust demand whatsoever into upon or over mortgages charges claims demands encumbrances of former or other rights title liens leases trusts equitably claiming from under or in trust for the Vendor harmless and indemnified of from and against all manner discharged well and sufficiently and equitably claiming any estate or interest from under from and by without any receive the rents issues and profits and claims thereof manner aforesaid AND that the said Purchaser shall and premises unto and to the use of the Purchaser in the assign her said messuage tenement and land hereditaments absolute authority to grant convey transfer assure as aforesaid the Vendor has good right full power and confirmed or expressed so to be and every part AND THAT NOTHITHSTANDING whatsoever to alter defeat encumber or make void the same ditaments property and premises hereby granted conveyed well and sufficiently entitled to the messuage and herewithout any manner or condition use trust or other enjoy the FURTHER said land hereditements and premises through or in Vendor and/or any person or persons lawfully or trust for and clearly and absolutely acquitted exonerated tha t the Vendor or any person or persons lawfully eviction interruption claim or demand whatsoever times hereafter peaceably and quietly possess said land hereditaments and premises and the Vendor AND that free and clear and the said Vendor and all persons having any act saved defended deed or esta te thing whatsoever created by and thereof



more perfectly and effectually conveying assuring or indemnify and keep the Purchager indemnified for all reasonably required AND the Vendor hereby agrees and to the use of the Purchaser as acts deeds matters and things whatsoever hereafter upon them requiring the same do or execute or claims and demands and costs in respect thereof. confirming trust for the Purchaser to come from all losses damages for any defect to be done or executed all such further assurances patent or lastent whatsoever that may be sustained the said Vendor shall and will at all times the said land hereditaments and pramises unto and for all actions suits proceedings shall or may for further and

THE SCHEDULE ABOVE REFERRED TO:

manner following, Bakul Bagan Road, Bakul Bagan Road, piece and parcel of messuage tenement and/or dwelling house TOGETHER WITH the partly three storied and partly four storied brick built Sub-Registry Office Alipore in the District of less situate lying at and being Municipal Premises No.79/1, 260 and 271, the town of Calcutta and butted and bounded in the chittacks and 17 ALL THAT undivided one-fourth part or Sub-Division M, Division VI, Dihi Penghamagrem Police Station Bhowanipur, Holding Nosformed out of old premises Nos. 79 and 80, that is to sayssq.ft. land containing am area of 4 cottahs be the same a little more share in the 24-Parganas



On the Nor th By Premises No.80, Bakul Bagan Road, Calcuttz.

Sou th By premises No.78, Bakul Bagan Road, Calcutta and 79/1, Bakul Bagan Road. and common passage for 79, Bakul Bagan Road,

0n the Bast By Bakul Bagan Road, Calcutta.

on the West By premises No-compound wall of 79, Bakul Bagan Road, Calcutta.

running between East and west on the Southern side of the said premises. Together with right of common passage and ingress and egress and from over upon and through 12 ft. wide strip of land

Party hereto have hereunto set and subscribed their respecwritten. tive hands and seals the day month and year first shove IN WITHESS WEBBEOF the Vendor and the Confirming

SIGNED SEALED AND DELIVERED by the Vendor at Calcutta in the presence of:

en me

matrey 57, Romash morn and

SIGNED SEALED AND DELIVERED by the Confirming Party at Calcutta in the presence of

274 Arralli

Leda vote

ITEM. Readover execuland and following 72/3781

Acuind Paral



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Purchaser the within-mentioned sum of Rs. 50000/-)
(Rupees fifty thousand only) being the full consideration money as per memo belows (Rupees fifty thousand only) being the full RECEIVED of and from the within-named

Rs. 50,000/-

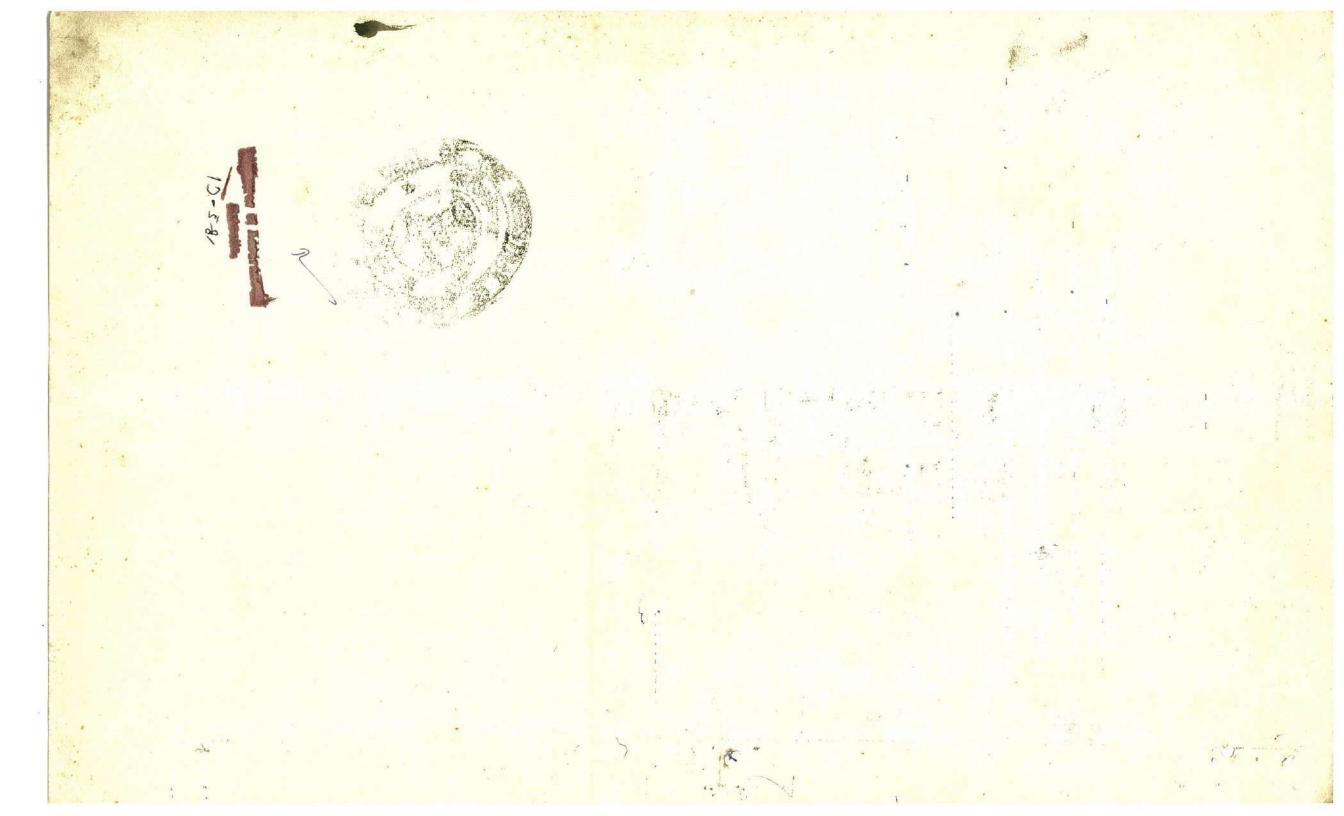
MEMO OF CONSIDERATION.

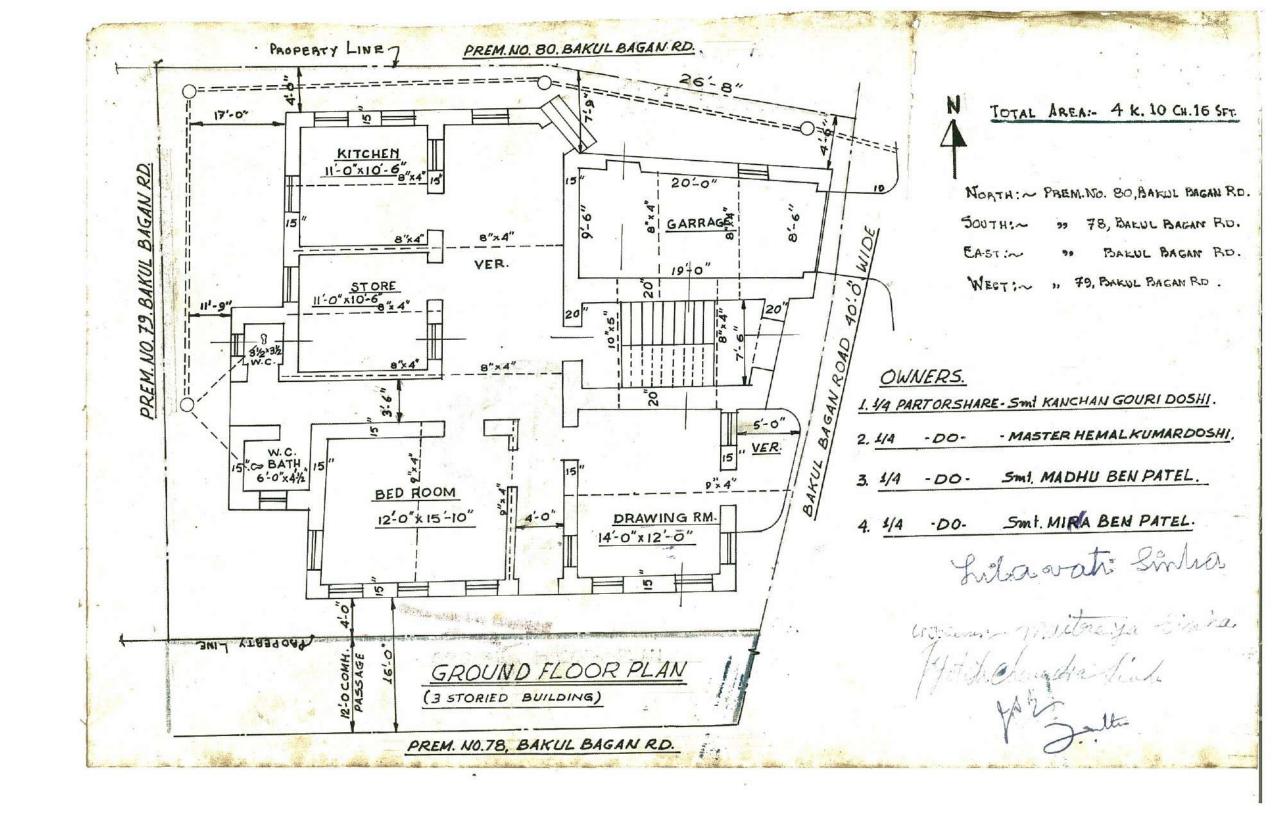
By earnest money. no. Sev 441493 dated 12.5.81 Clarage ! (Rupers tity thousand of minet of Lila vati Linha (fine R. 50, 000/2 R. 19,999/2 Rs- 30,001/-

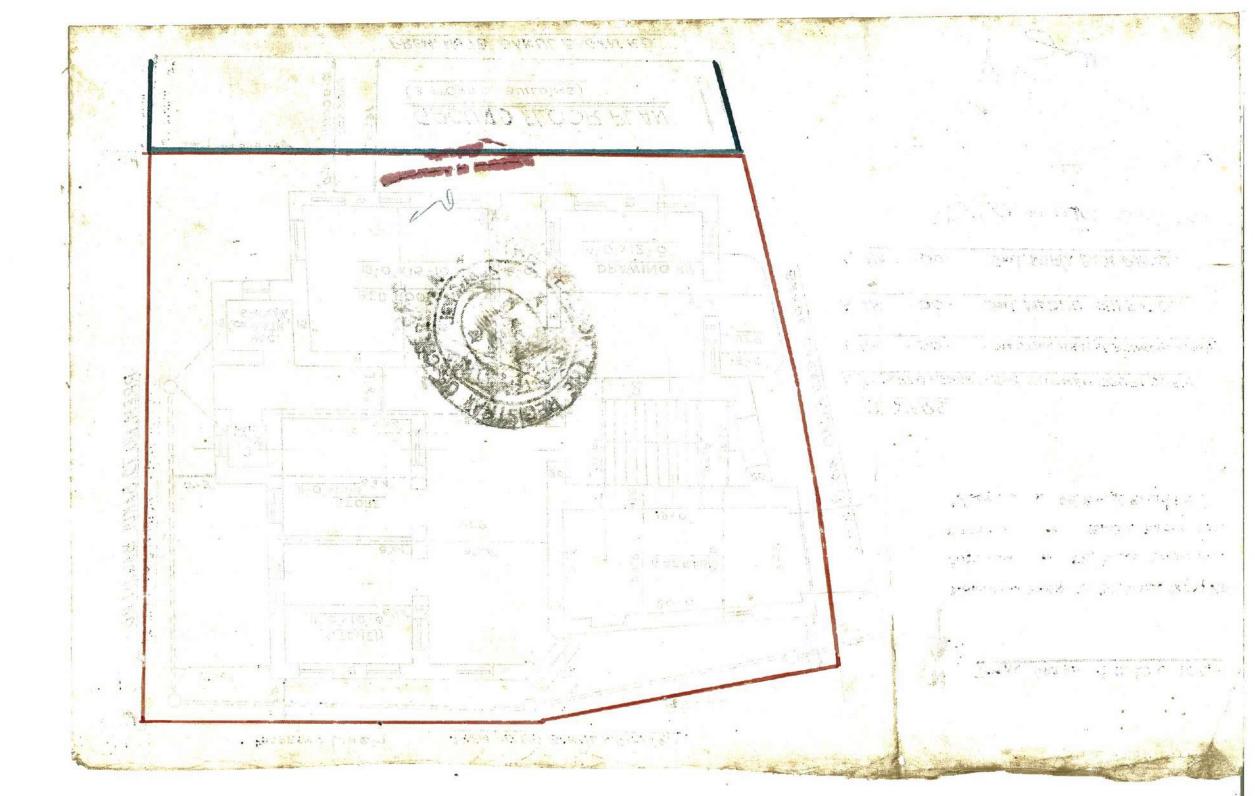
Witnesses:

maitreya -

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DATED THE STEP DAY OF LA

1881

SMT. LILAYATI SINHA.

Vendor.

And

ARVIND BHAI PATEL. Confirming Party.

M IN

SMIL MIRABATIV PATEL

Purchaser.

Mampas

2000

TO THE REAL PROPERTY OF THE PARTY OF THE PAR

CONVEYANCI



R. L. GAGGAR
Advocate
6, Old Post Office Street,
Calcutta.