

PR 859

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(3)



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7.4000m  
23/4/88

00BB 740010

Specified performance of  
Agreement Surt No 920-  
1978 valued at 1,60,000  
order No 1800 of 2000 by Sr.  
Venna civil Judge  
Sr. Division Ret. Court  
Alipore dated 8.12.2000  
enhance MV of 32,00,000  
12-8 = 4 lakhs

Alipore  
23/4  
4,95,000  
34,660

Admissible under Regn Rule 21 duly stamped  
under the Indian stamp Act 1899 as amended  
by Act III of 1922 & section 82 (1) of the Calcutta  
Improvement Act 1911 schedule  
Stamp duty paid under the Indian stamp Act  
1899 of Amended 1964 Rs. 24,760  
Additional duty paid under the Calcutta Improv-  
ement Act 1911 Rs. 9,900  
Total Rs. 34,660

A 5434  
76  
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4  
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A 5434  
F 7  
H 28  
M 4  
S 5473

District Sub-Registrar-  
South 24 Parganas, Alipore  
10.8.2004

District Sub-Registrar-  
South 24 Parganas, Alipore  
10.8.2007

THIS INDENTURE made this the 23rd day of April

One Thousand Nine Hundred and Ninety Nine B E T W E E N  
SREEMATI PRATIMA DEBI widow of Sudhindra Nath Roy (since  
deceased) by faith Hindu, by occupation housewife of 3,  
Tilak Road under Police Station Lake, Calcutta-700 029  
hereinafter referred to as the V E N D O R (which expres-  
sion shall unless excluded by or repugnant to the con-  
text shall mean and include her heirs executors, adminis-

प्रतिमा प्रतिकारिणी

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00. Pandey. Dr.

Dr.

Calcutta Civil Courts,

Treasury

23.3.99

Chattogram



Provisional for Registration

7.40 P.M. on the 23rd

day of April 1999 at

the Sadar Registration Office

Alipore South 24 Parganas by

Executant / Client as one of

the Executant / Clients or

Attorney for Sd/- Jadhav

Executant / Client under a

Power of attorney No. 19

authenticated by the

Registrar of

30.00

4.00

5.00

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1.00

1.00

34.660

District Sub-Registrar,  
South 24 Parganas, Alipore

23.4.99

Am. Jadhav

Pratima. Debi

470 Southindia. Nath Ray

Name

S/o. W/o. D/o

3, Tilak Road

Ps. Kanchi

Dist. South 24 Parganas

by Caste Hindu/Muslim

by Professions

Samin Kumar. Debi

Name

S/o. W/o. D/o

of Alipore Judges Court

Dist. South 24 Parganas

by Caste Hindu/Muslim

by Professions

District Sub-Registrar,  
South 24 Parganas, Alipore

24.4.99

Samin Keesar Debi  
Advocate  
Alipore Sd/- Jadhav





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trators, legal representatives and assigns) of the  
ONE PART A N D MRS. LALITA JABBAR, wife of Sayeed  
Jabbar (since deceased) by faith Hindu by occupation  
Housewife and Business (2) MR. IQBAL JABBAR son of  
Sayeed Jabbar by faith Muslim, by occupation businessman,  
(3) MISS SONIA JABBAR daughter of Sayeed Jabbar (since  
deceased) and all of 7/3, Burdwan Road under Police

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M. Faruq, Son

Alipore

23.3.58

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— 10.03 —  
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— 10.01 —  
— 10.00 —

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District Sub-Registrar,  
South 24 Parganas, Alipore

23.3.58





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Station Alipore, Calcutta 700 027, hereinafter referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators and assigns and/or legal representatives) of the OTHER PART :

WHEREAS the property situated at 7/3 Burdwan Road

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to Ranguly. Dr.  
Aid

Calcutta Collectors,

Treasury

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District Sub-Registrar,  
South 24-arganas, Alipore

23/5/53





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under Police Station Alipore, Calcutta particularly described in schedule 'A' below belonged to Rabindra Nath Roy and Sudhindra Nath Roy both sons of Satyendra Nath Roy ; AND WHEREAS while seized and possessed of the property, the Purchaser No. 1 herein was inducted as a tenant in respect of the said premises ; AND WHEREAS by a Registered Deed of Sale dated 24th day of November, 1972, duly executed by the said Rabindra Nath Roy, the said Rabindra Nath Roy sold his undivided half share in

*श्रीवती प्रामाणिक*

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100. January, 1900.

*[Signature]*

Calcutta Collectorate,

Treasury

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District Sub-Registrar,  
South 24-Parganas, Alipore

*[Signature]*





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All That the two storeyed brick built dwelling house together with the piece or parcel of revenue free land thereunto belonging and on part whereof the same is erected and built containing an area of about one Bigha, one Cottah and Eight Chattaks and Forty Square feet be the same a little more or less situate lying at and being premises No. 7/3, Burdwan Road, Calcutta, free from all encumbrances, trusts, lispendens, attachments and/or other liabilities, for valuable consideration mentioned in the

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Mr. Langley, Esq.  
Alipore

Calcutta Collectorate,  
Treasury

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Rs. 10.00  
Rs. 4.00  
Rs. 1.00  
Rs. 1.00  
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Rs. 1.00

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District Sub-Registrar,  
South 24 Parganas, Alipore  
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said Deed to Mrs. Lalita Jabbar the Purchaser No. 1 herein AND WHEREAS while seized and possessed of the property having undivided half share in the said property Sudhindra Nath Roy, the predecessor in interest of the Vendor, by an agreement in writing dated 23rd July, 1975 entered into by and between the said Sudhindra Nath Roy and the Purchaser herein, the said Sudhindra Nath Roy agreed to sell and the Purchaser No. 1 herein agreed to purchase the said undivided half share of the property

श्रीमती ललिता जबर

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R. Ganguly, Secy.  
[Signature]

Calcutta Collectorate,  
Treasury

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District Sub-Registrar,  
South 24 Parganas, Alipore

23/5/55





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situated at 7/3 Burdwan Road, Calcutta for the consideration of a sum of Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand) only AND WHEREAS before the said transaction could be completed the said Sudhindra Nath Roy died intestate on the 3rd day of November, 1976 leaving behind him, his widow Smt. Pratima Debi, two sons viz., Debdutt Roy and Siddhartha Roy and five daughters viz., Smt. Krishna Roy, Smt. Gopa Roy, Smt. Sujata Roy, Smt.

श्रीवती प्रशिक्षण केंद्र

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B. Bandyopadhyay, Secy.  
 Dip.  
 Calcutta Collectorate,  
 Treasury  
 Date 23.3.1945

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District Sub-Registrar,  
South 24-arganas Aline





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Jasodhara Roy and Mrs. Ratna Mukherjee as his heirs and legal representatives ; AND WHEREAS the Purchaser No. 1 herein duly carried out her obligations under the said agreement and called upon the said Sudhindra Nath Roy and after his demise also called upon the said heirs and legal representatives of Sudhindra Nath Roy to complete the transaction by conveying the said unpartitioned half share of the property agreed to be sold to the Purchaser No. 1 herein by the agreement dated 23.7.1975. But the said Sudhindra Nath Roy and after his demise his heirs and

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B. K. Ganguly, Son.

Signature

Calcutta Collectors,

Treasury

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District Sub-Registrar,  
South 24 Parganas, Alipore

Signature





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legal representatives failed to carry out their obligations under the said agreement ; AND WHEREAS the Purchaser No. 1 herein filed a suit for Specific performance of the Agreement against the said heirs and legal representatives of the said Sudhindra Nath Roy ; AND WHEREAS the said suit was filed in the First Court of the Subordinate Judge of South 24 Parganas at Alipore wherein the said suit was registered as Title Suit No. 92 of 1978 and is still pending adjudication ; AND WHEREAS the Vendor herein agreed to file a petition in the said suit praying before the Learned Court for passing a decree in the suit in favour of the plaintiff of the said suit against the defendants of the suit but without any costs ; AND WHEREAS during the pendency of the

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Calcutta Collectorate,

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District Sub-Registrar,  
South 24- Parganas Alinagar

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suit Debdutt Roy died intestate on the 27th day of February, 1984 leaving behind him his mother Smt. Pratima Debi, widow Mrs. Frimi Roy, a daughter Miss. Lila Roy and a son Mr. David Roy as his heirs and legal representatives and the said heirs and legal representatives were duly brought on records of the aforesaid suit ; AND WHEREAS Mrs. Ratna Mukherjee, one of the daughters of Sudhindra Nath Roy died intestate on the 11th day of February, 1992 leaving behind her only daughter Miss. Sarbani Mukherjee as her only heir and legal representative AND WHEREAS amongst the heirs and legal representatives of Sudhindra Nath Roy, the said Smt. Pratima Debi has 5/32nd undivided share or interest in the said unpartitioned half share of the property situated

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### Calcutta Collectors.

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District Sub-Registrar,  
South 1, Ranas, Alinosa

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at 7/3 Burdwan Road, Calcutta ; AND WHEREAS the widow, son and daughter of Debdutt Roy jointly have  $\frac{3}{32}$  nd undivided share or interest in the said unpartitioned half share of the said property situated at 7/3 Burdwan Road, Calcutta ; AND WHEREAS Siddhartha Roy, Smt. Krishna Roy, Smt. Gopa Roy Smt. Sujata Roy and Smt. Jasodhara Roy have 1/8th undivided share or interest each in the said unpartitioned half share of the said property situated at 7/3 Burdwan Road, Calcutta AND WHEREAS the remaining 1/8th undivided share or interest of Ratna Mukherjee in the said unpartitioned half share of the said property devolved on Sarbani Mukherjee ; AND WHEREAS considering the uncertainties involved in the litigation as also constantial time may further be required to get the disputes between the parties resolved through Court and considering further that the property intended to be sold is in occupation of the Purchaser No. 1 herself as a monthly tenant and considering that the said Purchaser No. 1 has already purchased the half unpartitioned share of the property at 7/3 Burdwan Road, Calcutta previously belonging to Late Rabindra Nath Roy and with a view to avoid further delay, troubles and expenses, the Vendor at the intervention of friends and well wishers agreed to sell her unpartitioned share in the property to the Purchasers at and for a price of Rs. 4,95,000/- (Rupees Four Lacs Ninety Five Thousand) only for the undivided interest of his/her share in the property free from all encumbrances, trusts, lispendens debuttar, attachments and other liabilities AND WHEREAS the said Vendors have filed a petition of Compromise in the pending suit for Specific

*[Handwritten signature]*





District Sub-Registrar,  
South 24- arganas, Alameda

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Performance of the Contract AND WHEREAS the Purchaser agreed to purchase the undivided 5/32 share and interest of the Vendor herein at the aforesaid price free from all encumbrances and any liability upto the date of sale whatsoever but subject to tenancy of the Purchaser No.1 and in as is where and now it is condition.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 4,95,000/- (Rupees Four Lacs Ninety Five Thousand) only paid to the Vendor by the Purchasers from out of their own separate funds before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and discharge the Purchasers and the said undivided interest of the Vendor in the said property that is to say the premises No. 7/3 Burdwan Road, Calcutta, (hereby granted, sold, transferred assured and conveyed) the Vendor doth hereby grant convey transfer assign and assure unto the Purchasers free from all encumbrances and attachments whatsoever the said property being the moiety and/or undivided 5/32 share or interest of the Vendor in the said property with the structures standing thereon TOGETHER WITH all the lands thereunto belonging and measuring about One Bigha One Cottah Eight Chittaks and forty square feet more or less and particularly described in Schedule hereunder OR HOWSOEVER OTHERWISE the

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District Sub-Registrar,  
South 24- Alingay, Alingay

23/11/77



said property or any part thereof now are or is or at any time heretofore were or was or is situated, butted and bounded called known numbered or distinguished TOGETHER WITH all erections yards court yards, norther, southern and eastern boundary walls, waters, water-courses, sewers, drains paths and passages and all manner of former and other rights liberties easements rights of light advantages and appurtenances whatsoever to or upon the said property or any part thereof belonging or any wise appurtenant to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto TOGETHER WITH all the benefits or covenants relating to the said premises No. 7/3 Burdwan Road, Calcutta A N D the reversion or reversions remainder or remainders A N D the rents issues and profits of the said property and of and every part thereof A N D all the legal incidence thereof A N D also all the estate right title interest inheritance use possession of the property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property and every part thereof TOGETHER WITH all the Deeds, Pattahs Muniments, Writings and evidences of title which in any way exclusively relate to the said property or any part thereof which now are or heretofore were or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD "the said property" and all and singular other the premises hereby granted and conveyed,

স্বাক্ষর প্রদত্ত ২২-৯





District Sub-Registrar,  
Alingay, South 24  
23-11-47



transferred assigned assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and attachments AND the Vendor doth hereby covenant with the Purchasers that (i) the Vendor is lawfully seized and possessed of through tenant and otherwise well and sufficiently entitled to "the said property" and all and singular the other "the said property" hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof as the absolute Owner thereof and that the same is free from all encumbrances attachments lispendens trusts debutter and/or any other liabilities whatsoever but subject to the existing tenancy AND THAT (ii) the Vendor now hath in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure "the said property" and the other the premises hereby granted sold transferred assigned assured or expressed or intended to so to be free from all encumbrances attachments trust lispendens, debuttar and/or other liabilities whatsoever in manner as aforesaid and (iii) that no portion of the said premises No. 7/3 Burdwan Road in the town of Calcutta has been acquired or requisitioned by the Government and/or any local and/or any public authority or authorities and that the said premises is not affected by any public demand of any kind whatsoever and (iv) that the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy "the said property" hereby granted sold conveyed and

প্রদত্ত প্রমাণস্বরূপ





District Sub-Registry,  
South 24 arganas, Aliaga

23 *h. ss*



receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance evictions interruptions disturbances claim and demand of and by the Vendor or any person lawfully or equitably claiming from under or in trust for the Vendor or the predecessor or predecessors in title and/or interests of the Vendor and that freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by and at the cost and expenses of the Vendor and also well and sufficiently saved defended kept harmless and indemnified by the Vendor from and against all and all manner of estates rights encumbrances liens lispendens and attachments whatsoever and that (v) the Vendor and all persons having lawfully claiming any estate right title interest property claim and demand whatsoever in to and upon "the said property" hereby granted sold conveyed assigned and assured or expressed or intended so to be or any part thereof from through 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 Purchasers do execute or cause to be done or executed all such acts deeds and things ~~for~~ for further better and more perfectly assuring "the said property" and every part thereof unto and to the Purchaser in manner aforesaid as shall or may be reasonably be required.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT undivided 5/32 share or interest in the  
unpartitioned half share in the two storeyed brick built

ଅନିବିତ୍ତୀ ଅଞ୍ଚଳରେ ।





District Sub-Registrar,  
South 24 alipore, Alipore  
23/11/22



message tenement and dwelling house TOGETHER WITH the piece or parcel of revenue free land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of more or less one bigha one Cottah Eight Chittaks and Forty square feet situate lying at and being premises No. 7/3 Burdwan Road (formerly portions of Premises No. 13 Baistavpara 2nd Lane, Premises No. 10 Burdwan Road and premises No. 14 Baistavpara 2nd Lane) within the Municipal Limits of the Calcutta Municipal Corporation Mouza Durgapur, Thana and Sub-Registry Alipore, Pargana Magura in the District of South Twenty Four Parganas and butted and bounded :- total built up area 3,600 Sq. feet ;

ON THE NORTH by Premises No. 7/2 Burdwan Road ;

ON THE EAST by the land formerly belonging to MarufulHug ;

ON THE SOUTH by the land formerly belonging to Ramnath

Chakraborty now to Amarendra Nath Chaudhury  
and others ;

ON THE WEST by Road leading to the premises No. or howsoever  
otherwise the same may be butted bounded called  
known numbered described or distinguished ;

5/32 share and interest in the unpartitioned half share of the property situated at 7/3, Burdwan Road, Calcutta-700 027 is the subject matter by this Deed.

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District Sub-Registrar,  
South 24-arganas, Allner  
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IN WITNESS WHEREOF the VENDOR has hereunto set and subscribed his hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED BY

the VENDOR at Calcutta in the presence of :-

1. Samir Keesar Roy  
Advocate  
Seipano Seeds Co. Ltd.

সমীর কেসর রায়.

2. Hawajee Hossain.  
7B, Abdul Halim Lane  
Calcutta - 700016.

SIGNATURE OF THE VENDOR

Read over and Explained  
by me.

Samir Keesar Roy

Advocate





✓  
District Sub-Registrar,  
South 24-arganas, Alipore

23/4/88



RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs. 4,95,000/- (Rupees Four Lakhs and Ninety Five Thousand) only being the consideration money within mentioned expressed to have been paid by the PURCHASER to the Vendor as per Memo below :

MEMO OF CONSIDERATION

By Bankers payment order bearing  
No. 416060 dated 5.4.1999 drawn  
on Indian Bank Alipore Road  
Calcutta. 700027. B. 495000=00

WITNESSES :

1. Samir Kerekar Deef  
Advocate  
Alipore Judges Court. *[Signature]*

SIGNATURE OF THE VENDOR

2. *[Signature]* Hassan  
7 B, Abdul Halim Lane  
Calcutta - 700016

DRAFTED BY ME :

*[Signature]*

ADVOCATE.

TYPED BY ME :

*[Signature]*

(BHASKAR KANTAL)  
JUDGES COURT ALIPORE  
CALCUTTA-27.





District Sub-Registrar,  
South 24 Parganas, Alipore

23-11-81



District Sub-Registrar,  
South 24 Parganas, Alipore  
16-8-81

BOOK NO. 27  
VOL. I & II NO. 349  
PAGE 328  
BEING NO. 1259  
AND THE YEAR IS 1981



DATED : THE

DAY OF

1999

I N D E N T U R E

BETWEEN

SREEMATI PRATIMA DEBI ---- VENDOR

A N D

MRS. LALITA JABBAR & OTHERS

---- PURCHASERS