

BB P 860

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7.20/11/99
23/11/99



01BB 271896

Admissible under Regn. Rule 21 duly stamped under the Indian stamp Act 1899 as amended by Act III of 1922 & section 82 (D) of the Calcutta Improvement Act 1911 schedule

Stamp duty paid under the Indian stamp Act 1899 of Amended in 1964 Rs. 20010
Additional duty paid under the Calcutta Improvement Act 1911 Rs. 8000
Total Rs. 28010

Specific performance of Agreement dated 10/12/1978 valued at 1,60,000/-
value 10/80 of 2000 by Sh. Verma, Civil Judge Sr. Divisional Court Alipore dated 8.12.2000 sentence N.U. at 22,00,000/- to 24 weeks

Heppse 23/11/99

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District Sub-Registrar
South 24 Parganas, Alipore
10.8.2007

District Sub-Registrar
South 24 Parganas, Alipore

THIS INDENTURE made this the 23rd Day of April

1999 B E T W E E N SHRI SIDDHARTHA ROY son of Sudhindra

Nath Roy (since deceased) by faith Hindu, by occupation

Business of 3, Tilak Road, under Police Station

Lake, Calcutta- 700029, hereinafter referred to as the

V E N D O R (which expression shall unless excluded by

repugnant to the context shall mean and include his heirs,

executors, administrators, legal representatives and

SB

contd.....2

49650
 sold to B. Banerjee
 of Alipore
 Calcutta Co-Operative,
 From 23-3-99



presented for Registration in
 7:20 P.M. / P.M. on the 23rd
 day of April 1999
 the Sadar Registration Office
 Alipore South 24 Parganas by
 Executant / Client as one of
 the Executant / Clients of
 Attorney for G.B. Pal
 Executant / Client under the
 Power of attorney No. 15000
 of ID 10000 authenticated by
 Registrar 28010

15000
5000 x 2 = 10000
1000 x 3 = 3000
28010

District Sub-Registrar,
 South 24 Parganas, Alipore
23-4-99

1 km Sakshi

Siddhartha Ray
50 Siddhartha Nath Ray
 Name Siddhartha Ray
 S/o. W/o. D/o. W/o.
 of 3, Tilak Road
Rs. 10000
 Dist. South 24 Parganas
 by Caste Hindu/Muslim
 Profession Cal

Siddhartha Ray
(Sugata Ray)



Siddhartha Ray
(Sugata Ray)

Samin Kumar Dey
 Name Samin Kumar Dey
 S/o. W/o. D/o. Advocate
 of Alipore Judges Club
 Dist. South 24 Parganas
 by Caste Hindu/Muslim
 Profession Advocate

Samin Kumar Dey
Advocate
Alipore Judges Club

District Sub-Registrar,
 South 24 Parganas, Alipore
23-4-99



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assigns) OF THE ONE PART A N D (1) MRS. LALITA JABBAR,

wife of Sayeed Jabbar (since deceased) by faith Hindu,

by occupation House-wife and business, (2) MR. IQBAL JABBAR

son of Sayeed Jabbar by faith Muslim by occupation Business-

man, (3) MISS SONIA JABBAR daughter of Sayeed Jabbar (since

deceased) and all of 7/3, Burdwan Road, under Police Station

SR

Serial No. 42650
 sold to B. Banerjee
 23-3-99
 23-3-99

15000/-
 8000x2 = 16000/-
 1000x3 = 3000/-
 100/-
 28000/-



District Sub-Registrar,
 South 24 Parganas, Alipore
 23-3-99



- 3 -

Alipore, Calcutta- 700027, hereinafter referred to as
 the PURCHASERS (which expression shall, unless
 excluded by and or repugnant to the context, be deemed to
 mean and include their respective heirs, executors, adminis-
 trators and assigns and or legal representatives) of the
OTHER PART ;

sh

contd.....4

Serial No. 49650

Sold to B. Ganguly

[Signature]

[Signature]

23-3-99

[Signature]
Witness

$$\begin{array}{r} 15000/- \\ 10000 \times 2 = 10000/- \\ 10000 \times 3 = 30000/- \\ 100/- \\ \hline 28010/- \end{array}$$



District Sub-Registrar,
South 24 Parganas, Alipore
23.3.99



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W H E R E A S the property situated at 7/3, Burdwan Road 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

SA

Serial No. 49650
 sold to S. Ganguly
23.3.99
23.3.99
 Date 23.3.99
 Signature: [Signature]

$15000/-$
 $5000 \times 2 = 10000/-$
 $1000 \times 3 = 3000/-$
 1000
28000/-



District Sub-Registrar,
 South 24-Parganas, Alipore
23.3.99



- 5 -

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 ALL THAT the two storeyed brick built dwelling house together with the piece or parcel of revenue free land thereunto belonging and on

SR

Serial No. 49650
 sold to B. Bhangui
 of *[Signature]*
[Signature]

Salutta College

Treasurer

23-3-99

[Signature]
 Treasurer

✓ 15000/-
 5000x2 = 10000/-
 1000x3 = 3000/-
 ✓ 100/-
 28000/-



District Sub-Registrar,
 South 24 Parganas, Alipore

[Signature]



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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, trust, lispendens
 attachments and/or other liabilities, for valuable consi-
 deration mentioned in the said Deed to Mrs Lalita Jabbar

RR

contd.....7

Serial No. 49650
 sold to B. Ganguly
 of [Signature]
 Calcutta Collectorate,
 Treasury
 23-3-1999

ca 15000/-
 5000x2 = 10000/-
 1000x3 = 3000/-
 ca 10/-
 28010/-



District Sub-Registrar,
 South 24-Parganas, Alipore
 23/4/99



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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 No 1 herein, the said Sudhindra Nath Roy agreed to sell and the Purchaser No 1 herein agreed to purchase the said undivided half share

APR

Serial No 49650
 sold to B. Ganguly
 [Signature]
 [Signature]

Saltana Collectorate,
 Treasury
 23-3-1899

24
 Treasury

15000/-
 $5000 \times 2 = 10000/-$
 $1000 \times 3 = 3000/-$
 28000/-



District Sub-Registrar,
 South 24-Parganas, Alipore
 23.3.88
 [Signature]

of the property 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. 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 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

contd.....9

SK



District Sub-Registrar,
South 24-Parganas, Alipore

23-4/88

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 against the defendants of the suit but without any costs ; AND WHEREAS during the pendency of the suit Debdutt Roy died intestate on the 27th day of February 1984 leaving behind him his mother Smt. Pratima Debi, his 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 5/32 undivided share or interest in the said unpartitioned half share of the property situated at 7/3, Burdwan Road, Calcutta, AND WHEREAS the widow, son and daughter of Debdutt Roy jointly have 3/32rd 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,

Sh



District Sub-Registrar,
South 24-arganas Alipore

23/11/88

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 her daughter the said Sarbani Mukherjee ; AND WHEREAS considering the uncertainties involved in the litigation as also considering that a substantial 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 his unpartitioned in the property to the Purchasers at and for a price of Rs. 4,00,000/- (Rupees Four Lakhs) only for the undivided interest of his 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 Performance of the Contract AND WHEREAS the Purchasers agreed to purchase

SKV



District Sub-Registrar,
South 24-Parganas, Alipore

23 *[Signature]*

the undivided 1/8th 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 the tenancy of the Purchaser No 1 and in as is where and how it is condition.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.4,00,000/- (Rupees Four Lakhs) 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 1/8th 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 said property or any part thereof now are or

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District Sub-Registrar,
South 24-Parganas, Alipore

23/11/23

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, northern, 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 attached with or 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

SKY



District Sub-Registrar,
South 24-Parganas, Alipore
[Signature]

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, transferred assigned assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever and free from all encumbrances and attachments A N D the Vendor doth hereby covenant with the Purchasers that (i) the Vendor is lawfully seized and possessed of through the 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

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contd.....14



District Sub-Registrar,
South 24-Parganas, Alipore

23/11/22

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 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 the purchaser do

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K
District Sub-Registrar,
South 24-Parganas, Alipore

23/11/88

execute or cause to be done or executed all such acts deeds and things 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 1/8th share or interest in the unpartitioned half share in the two storeyed brick built messuage 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, Parganas Magura in the District of South 24 Parganas and butted and bounded ~~on the~~ total built up area 3600 Sq. Feet;

North by premises No. 7/2 Burdwan Road,
On the East by the land formerly belonging to Maruful Huq,
On the South by the land formerly belonging to Ramnath Chakraborty now to Amarendra Nath Chaudhury and others ;



District Sub-Registrar,
South 24-arganas, Alipore

23/11/88

On the West By Road leading to the premises or howsoever otherwise the same may be butted bounded called known numbered described or distinguished.

1/8th share and interest in the unpartitioned half share of the property situated at 7/3, Burdwan Road, Calcutta- 700027 is the subject matter of this D E E D.

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 :

Siddhartha Roy

SIGNATURE OF THE VENDOR

1. Samin Kumar Das
Advocate
Alipore Judges Court.

2. Harije Haran
7B, Abdul Halim Lane
Calcutta - 700016.

DRAFTED BY ME :

Balaram Ganguly.
ADVOCATE.

Typed by G. Roychowdhury
G. Roychowdhury,
Alipore Judges Court,
Calcutta- 700027.



K
District Sub-Registrar,
South 24-Parganas, Alipore
23/11/55

R E C E I V E D from the within named
Purchasers the within mentioned sum
of Rs. 4,00,000/- (Rupees Four Lakhs) 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. 416065 dated
5.4.1999 drawn on Indian
Bank Alipore Road Calcutta-
700027 Rs. 400000=00

WITNESSES :

1. Samir Keesar Das
Advocate
Alipore Sudder Court.

2. Hriday Nath
7B, Abdul Halim Lane
Calcutta - 700016

Middhanthe Ray

SIGNATURE OF THE VENDOR.



District Sub-Registrar,
South 24-Parganas, Alipore

23-4-88



District Sub-Registrar,
South 24-Parganas, Alipore

16-8-81

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