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11. D...
the ...
18...
of ...
Amendment Act 1988
Section 1A to 64A & 55-6



[Signature]
Registrar of Assurance,
Calcutta.

26.7.74 ✓

A₁ 30=00
A₂ 30=00
I 30=00
K₁ 20=00
K₂ 2=00
✓ 2=00
114=00

THIS INDENTURE IS MADE THIS *Twenty Sixth* DAY OF *July* 1974
BETWEEN DILIP PRASAD NANDI son of Harendra Lal Nandi Hindu
Engineer residing at No. 10/82/2 Bijoygarh, Jadavpur within the
Municipal Limits of the town of Calcutta in the District of Twenty
four Parganas hereinafter called "The TRANSFEROR" (which
expression shall unless excluded by or repugnant to the context
include his heirs executors, representatives administrators and
assigns) of the ONE PART AND SREEMATI ASHA LATA NANDI wife of the
said Harendra Lal Nandi Hindu Lady residing at 10/82/2 Bijoygarh,
Jadavpur within the Municipal Limits of the town of Calcutta in the
District of Twenty four Parganas hereinafter called "the
TRANSFEREE" (which expression shall unless excluded by
or repugnant to the context include her heirs, executors,
administrators, representatives and assigns) of the OTHER PART.

WHEREAS.

A₁ 30
A₂ 30
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K₁ 20
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114

[Handwritten signature]
Rule 100

5638 24.7.74

Sold to Dilip Prasad Nandi 21/8/74
Jodhpur



[Signature]

Presented for registration at the Calcutta Registration Office on the 26th day of July 1974 by Dilip Prasad Nandi

Insurance Stamp Vendor
Calcutta Registration Office

Hee Exultant

✓ Dilip Prasad Nandi

Registered Insurance
Calcutta

26.7.74

Exultant, admitted
Dilip Prasad
Nandi's son of
Hareendra Lal
Nandi of 10/8/72
Anjay Gosh, Jodhpur
He is a, Kachhri's.

✓ Dilip Prasad Nandi

Sunukjee
Advocate

[Signature]
S. N. Mukherjee
Advocate High
Court, Cal.

Thumb impression of the
applicant is dispensed with

Registered Insurance
Calcutta

26.7.74

(1) By an Indenture of conveyance dated the 15th day of November 1972 and made between Mukund Lath and Anshuman Lath therein jointly called the vendors of the one part and the Transferor herein also therein called purchaser of the other part and registered at the Calcutta Registration office in Book No. 1 volume No. 204 pages 165 to 187 Being No. 5846 for the year 1972 the said Mukund Lath and Anshuman Lath as such vendors as aforesaid for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto the Transferor herein as such purchaser as aforesaid

FIRSTLY ALL THAT piece or parcel of land containing by measurement an area of Three Cottahs Eight Chittacks and Forty Square Feet being the divided and demarcated Portion of Premises No. 177/5 Raipur Road, Within the Municipal Limits of the town of Calcutta in the District of Twenty four parganas more particularly described in Part 1 of the second schedule there under written and also in Part 1 of the first schedule hereunder written and delineated in the map or plan annexed to the said Indenture of conveyance dated the 15th day of November 1972 and thereon marked Plot No. 3 and bordered 'Red' thereon

SECONDLY ALL THAT the undivided one equal sixth part or share of and in ALL THAT the land comprised in the sixty four feet long, and Twenty feet wide common passage formed out of the said premises No. 177/5 Raipur Road Calcutta, delineated in the map or plan annexed to the said Indenture of conveyance dated the 15th day of November 1972 and therein marked " common passage " and bordered 'Green' thereon and morefully described in Part II of the second schedule there under written and also in Part II of the first schedule hereunder written

TOGETHER WITH full benefit right and liberty in common with the owner or owners or occupiers of other plots of lands hereditaments and Premises formed out of the said Premises No. 177/5 Raipur Road now or lately belonging to the said vendors for the Transferor as such purchaser

as aforesaid his tenants licensees servants and all other persons authorised by him at all times hereafter with or without carts ~~or~~ motorcars lorries or any other vehicles coaches laden or unladen to go pass or repass and to drive cattle or other animals along upon and over the common passage or roadway leading to the plot thereby sold from Raipur Road TOGETHER WITH the right to open the said common passage or Road way for laying there under or for erecting thereon water mains drains sewers pits electric or gas posts or telephone posts or gas or light or like pipes cables and wires, the transferor as such purchaser as aforesaid and the owner or occupiers of the said plot Nos 1 and 2 bearing and paying in equal shares the expenses of construction and of maintaining and keeping the said common passage in proper state of repairs AND the benefits of the covenant for the Production of all documents of title as contained in the hereinbefore in part recited in the Indenture of conveyance dated the 14th day of June 1954 and made between Regent Estate, limited of the one part and Srimati Gyanwati Lath of the other part in respect of the documents set out in the schedule "B" to the said Indenture of conveyance dated the 14th day of June 1954 also set out in the ~~fourth~~ schedule thereunder written and also in the third schedule hereunder written.

(2) The consideration money for the purchase of the said lands comprised in the said Indenture of conveyance dated the 15th day of November 1972 and morefully described in Part I and Part II of the first schedule hereunder written was infact paid by the Transferee no. portion thereof having been paid or provided for by the Transferor the Transferor being merely a Benamdar or Trustee for the Transferee in the matter of purchase of the said lands hereditaments and premises

described in Part I and Part II of the second schedule thereunder written and also more particularly described in Part I and Part II of the First schedule hereunder written.

(3) Since the purchase of the said land hereditaments and premises described in Part I and Part II of the first schedule hereunder written comprised in the said Indenture of conveyance dated the 15th day of November 1972 the Transferee has been in the sole and exclusive possession and enjoyment of the said lands hereditaments and premises and the rents issues and profits thereof and every part thereof as absolute owner thereof subject to the payment of rent and to the terms and conditions of the respective tenures thereof and also subject to the rights of common passage in along under and over the ^{sixty} ~~six~~ four feet along and Twenty feet wide common passage as mentioned in the said Indenture of conveyance dated the 15th day of November 1972.

(4) No formal Deed of Transfer having been executed by the Transferor in favour of the Transferee in respect of the said lands hereditaments and premises described in Part I and Part II of the 1st schedule hereunder written the Transferee has requested the Transferor to execute a formal Deed of Transfer (meaning these presents) in respect of the ~~six~~ said lands hereditaments and premises described in Part I and Part II of the first schedule here under written.

(5) The Transferor has agreed to the aforesaid request of the Transferee.

NOW THIS INDENTURE WITNESSETH as follows :-

(1) In pursuance of the said agreement and inconsideration

of the premises the transferor as on and from the 15th day of November 1972 doth hereby convey, transfer, release confirm and assure unto the Transferee free from encumbrances whatsoever

Firstly ALL THAT piece or parcel of land containing by measurement an area of three cotahs eight chittacks and Forty square feet being the divided and demarcated portion of premises No. 177/5 Raipur Road within the Municipal limits of the town of Calcutta in the District of twenty four Parganas more particularly described in Part I of the First Schedule hereunder written and delineated in the map or plan annexed to the said Indenture of conveyance dated the 15th day of November 1972 and thereon marked plot No. 3 and therein bordered Red and hereinafter for the sake of brevity referred to as ' the said premises ' OR HOWSOEVER OTHER WISE the said Premises or any part thereof now are or is or at anytime or times hereto foree were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all pits areas trees sewers drains ways ditches paths passages ancient and other lights ~~may~~ water, water - courses and all manner of former and other rights liberties easements privileges advantages emoluments appendages and appurtenances whatsoever belonging to or in any wise ~~appurtenances~~ appertaining to the said premises or any part thereof or which with the same now are or is or at any time or times hereto foree were or was held used and occupied or enjoyed or accepted reputed deemed taken or known as part or parcel or member thereof or appurtenant thereto AND the reversion and reversions remainder and remainders AND the rents issues and profits thereof and every part thereof AND all the legal incidence thereof AND SECONDLY ALL THAT the undivided one equal sixth part or share of and in ALL THAT land comprised in the sixty four feet long and Twenty feet wide common passage formed out of the said premises No. 177/5 Raipur Road, Calcutta delineated in the map or plan annexed

to the said Indenture of conveyance dated the 15th day of November 1972 and therein marked common passage and bordered green thereon and morefully described in Part II of the first schedule hereunder written TOGETHER WITH all such rights of common passage and all such rights in along under and over the said common passage or road-way leading to the said Plot No. 3 formed out of the said premises No. 177/5 Raipur Road, within the Municipal limits of the town of Calcutta in the District of Twenty four Parganas hereby conveyed transferred released confirmed and assured from Raipur Road as are mentioned in the hereinbefore in Part recited Indenture of conveyance dated the 15th day of November 1972 AND the benefits of the covenant for the production of all documents of title as contained in the Indenture of conveyance dated the 14th day of June 1954 and made between Regent Estates Limited of the one part and Srimati Gyanwati Lath of the other part in respect of the documents set out in the schedule "B" thereunder written and set out in the fourth schedule to the said Indenture of conveyance dated the 15th day of November 1972 and also set out in the third schedule hereunder written as contained in the said Indenture of conveyance dated the 15th day of November 1972 in respect of the documents set out in the third schedule thereunder written and also set out in the second schedule hereunder written andx AND all the estate right title interest trust use possession property claims and demand whatsoever both at law and equity of the transferor into and upon the said premises and the said land comprised in the said common passage and every part thereof Together with all deeds pottahs muniments writings evidences of title exclusively relating to the said premises and the land comprised in the said common passage and every part thereof which now are or at any time hereafter shall or may be in the possession custody or power of the Transferor or any persons or persons from whom the Transferor can or may procure the same without any action or suit at law or in equity

TO HAVE AND TO HOLD the said premises and the land comprised in the said common passage AND ALL AND SINGULAR other the premises hereby conveyed Transferred released confirmed and assured or expressed or intended so to be TOGETHER WITH all rights members and appurtenances thereof unto and to ^{the} use of the Transferee absolutely and forever but according to the nature and tenure thereof and subject to the payment of rent payable in respect thereof and to the observance and performance of the terms and conditions under which the land comprised in the said premises is held and as to the land described in Part II of the first schedule hereunder written also subject to the rights of common passage of Mukund Lath and Anshuman Lath and the owners or occupiers of plots Nos 1 and 2 formed out of the said Premises No. 177/5 Raipur Road, Calcutta as mentioned in the said Indenture of conveyance dated the 15th day of November 1972.

(2) The Transferor doth hereby covenant with the Transferee that the Transferor hath not at anytime heretofore done or executed or knowingly or willingly suffered or been party or Privy to any act deed matter or thing whereby or by means or reasons whereof he is prevented from transferring releasing confirming and assuring the said premises unto the Transferee in the manner aforesaid or whereby or by means or reasons whereof the said lands hereditaments and premises or any part thereof may be in any wise encumbered or Prejudicially affected in estate title or otherwise howsoever.

The first schedule above referred to :

P A R T - I .

ALL THAT piece or parcel of partly rent paying and partly rent free land containing by measurement an area of Three cottahs Eight Chittacks and forty square feet being the divided and demarcated portion of premises No. 177/5, Raipur Road in

the District of Twenty four Parganas being portion of the land described in the First Schedule to the said Indenture of conveyance dated the 15th day of November 1972 and delineated in the map or plan annexed to the said Indenture of conveyance dated the 15th day of November 1972 and bordered Red and thereon marked as Plot No. 3 in Mouza Bade-Raipur, J. L. No. 34 Revenue Survey No. 6 pargannah Khaspur, Thana Sadar Tollygunge (now Jadavpur). Sub-Registration Alipore, Registration District Alipore, appertaining to touzi No. 155 of 24-Parganas Collectorate within the Municipal limits of the town of Calcutta in the District of Twenty four Pargannahs, the said Plot No. 3 formed out of the said premises No. 177/5, Raipur Road is butted and bounded in the manner following: that is to say :-

~~On the North~~

On the North - by the Boundary wall and land of ~~Sri Asoke Sen~~
Sri Asoke Sen.

On the East - by Raipur Road,

On the South - by the 20' (Twenty) feet wide Common passage formed out of the said premises No. 177/5, Raipur Road, and

On the West - by Plot No. 2 formed out of the said premises No. 177/5, Raipur Road.

P A R T - II

ALL THAT the undivided one equal Sixth part or share of and in the land comprised in Sixty - four feet long and Twenty feet wide Common passage leading from the Raipur Road and formed out of the said premises No. 177/5, Raipur Road leading to Plots Nos. 1, 2 and 3 also formed of the said Premises No. 177/5

Raipur Road which said Common passage is a portion of the land described in the schedule 'A' to the said Indenture of conveyance dated the 15th day of November 1972 and shown on the map or plan annexed ~~and~~ to the said Indenture of conveyance dated the 15th day of November 1972 and marked as Common passage and bordered green and situate lying at and being in Mouza Bade-Raipur, J.L.No. 34 Revenue Survey No. 6, Pargannah Khaspur, Thana Sadar Tollygunge now Jadavpur, Sub-Registration Alipore Registration, Registration District Alipore, appertaining to Touzi No. 155 of Twenty four Parganas Collectorate within the Municipal limits of the town of Calcutta in the District of 24-Parganas, Proportionate rent is Thirteen/^{paisa}~~paisa~~ per annum payable to the ~~said~~ landlords ~~Asok~~ Kumar Sengupta and others

The Second Schedule above referred to :

1. Original Indenture of Conveyance dated the 14th day of June, 1954 and made between Regnet Estates Limited of the one part and Srimati Gyanwati Lath of the other part and Registered at the office of the District Registrar in Book No. 1, Volume No. 45, pages 102 to 112, Being No. 2185, for the year 1954.
2. Original Deed of gift dated the 19th day of March 1964 and made between Srimati Gyanwati Lath of the One Part and Mukund Lath and another of the Other Part and registered at the Calcutta Registration Office in ~~Book~~ Book No. 1, volume No. 72, pages 136 to 144, Being No. 1873, for the year 1964.

The Third Schedule above referred to:

- (1) Original Bengali Kobala dated the 18th May, 1946 from Latifannessa Bibi to Regent Estates Limited.

2. Original Bengali Kobala dated the 27th June, 1946 from Momena ~~Khatun Bibi~~ Khatun Bibi to Regent Estates Limited,
3. Original Bengali Kobala dated the 27th June, 1946 from Sobratan Bibi to Regent Estates Limited,
4. Original Bengali Kobala dated the 15th day of October, 1947 from Abdul Sattar Mondal & Others Minors by their certificated guardian mother Momena Khatun Bibi to Japendra Narayan Dutta.
- ✓ 5. Original Bengali ~~deed~~ Deed of Release dated the 15th October 1947 from Japendra Narayan Dutta to Regent Estates Limited,
6. Original Bengali Mourashi Mokrari Pottah dated the 27th July 1948 between Rajendra Singh Singhee & Ors. of the 1st. Party and Ghanashyamdas Loyalka of the 2nd. party.
7. Original Bengali Deed of Release dated the 4th March, 1949 Between Ghanashyamdas Loyalka of the 1st. Party and Regent Estates Limited of the 2nd. Party.
8. Original Bengali Kobala dated the 24th September, 1945 from Sk. Munshi Mina to Regent Estates Limited.
9. Original Bengali Kobala dated the 11th September, 1946 from Bijali Bhusan Mukherjee to Regent Estates Limited.
10. Original Bengali Kobala dated the 17th November 1947, from Prosad Kumar Mukherjee ~~to~~ to Regent Estates Ltd.,
11. Original Bengali Kobala dated the 6th May, 1946 from Munshi Abdul Kader & Ors. to Sm. Lachmi Debi, Loyalks.
12. Original Bengali Deed of Release dated the 31st. July, 1948 from Sm. Lachmi Debi Loyalka to Regent Estates, Limited.

13. Original Bengali Kobala dated the 24th September, 1949 from Munshi Abdul Kader to Regent Estates Ltd.,
14. Original Bengali Kobala dated ~~26th~~ 25th April, 1951 from Sachchidananda Mukherjee & Ors. to Regent Estates Ltd.,

IN WITNESS WHEREOF the TRANSFEROR hath hereunto set and subscribed his hand and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the T R A N S F E R O R at
Calcutta in the Presence of :-

Ship Prasad Nandi



Sunmurye
Advocate, High Court, Calcutta
শ্রীশ্রীশ্রী অরুণ নন্দী -
2016212 সিল্প ১৭৩ -
২৪৯২৪৯১ - ৬২

Regd
Book No
Volume No 173
Pages 22 to 238
Being No 4503
For the year 1974



Registrar of Assurances
Calcutta.

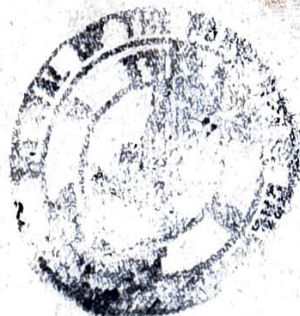
24.8.74

DILIP PRASAD NANDI

To

SREE MATI ASHALATA NANDI

DEED OF TRANSFER



Registrar of Assurances
Calcutta.

26.7.74

DATED THIS 26th DAY OF July 1974.

I. 4503