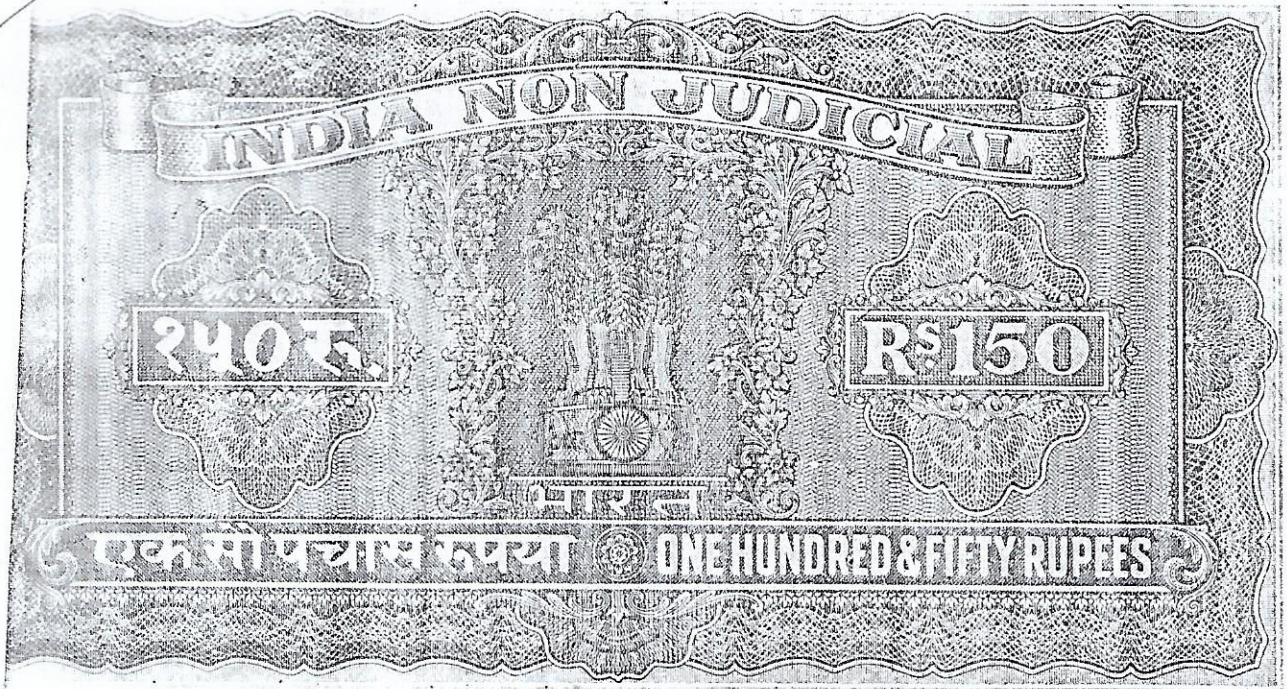




Admissible under rule 21 with
also under section 12, 18 and
26 of the Bengal Tenancy Act
VIII of 1928 or as amended by Act
VI of 1938

Duly stamped under the Indian
Stamp Act 1892 Schedule I, No. 23

Fee paid: Process fee 1/2-10
in Court fees stamp

Realised on 29.6.60

For paid

A. 62.00

At 10.00

mb 2.00

or 2.00

76.00

District Registrar,
24 - Parganas

29/6/60

THIS INDENTURE made this 29th day of June, One thousand nine-hundred and Sixty BETWEEN (1) BANSHIDHAR MITRA (2) KASHI NATH MITRA (3) BISWANATH MITRA (4) BHOLANATH MITRA (5) KUMARI REKHA RANI MITRA sons - daughter of Provash Chandra Mitra (deceased) Hindu, Calcutta hereinafter referred to as the VENDORS - (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include their respective heirs, executors, representatives, administrators and assigns) of the ONE PART AND SUNIL KUMAR DEY son of Late Ganesh Chandra Dey, a businessman residing at No.1/A, Maharani Hemanta Kumari Street P.S. Shyampukur in the

25/6

M. Saha. Adv.

High Court

28.6.60

gelling



150

75

225

Presented for Registration at
 ... 5.15 A.M. or P.M. on the
 ... 28.6.60 day of June 1960
 at the Sadar Registration
 Office at Alipore by
 one of the Executants or Claimant
 Attorney for
 under power of attorney No.
 for authenticated by the Sub-
 Registrar of

M. H. M. M.
 District Registrar,
 24 - Parganas

28-6-60

Bangshidhar Mitra



92

Kashi Nath Mitra



93

Bangshidhar Mitra

Presented for Registration

- (1) Bangshidhar Mitra
 - (2) Kashi Nath Mitra
 - (3) Kashi Nath Mitra
- Son of ...
 of ...
 of 98 ...
 District ...
 By caste ...
 By profession ...

Son of ...
 Of ...
 Thana ...
 District ...
 By caste ...



-2-

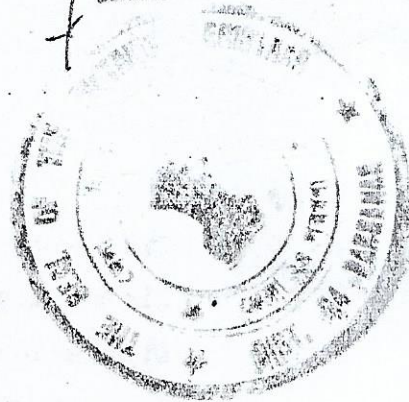
in the town of Calcutta, SUBAL CHANDRA DEY son of late Jatindra Mohan Dey residing at 7, R.G:Kar Road, P.S. Chitpore in the town of Calcutta hereinafter called the PURCHASERS (which term or expression shall - unless excluded by or repugnant to the context - shall be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the SECOND PART:

Whereas one Chunilal Srimani was absolutely seized and possessed of 3 Bighas of land more or less at Mouza Agarpura, P.S.Khardah, Sub-Registry Barrackpore in the District of 24-Parganas by purchase from Chando Bibi, Sk.Chanu and Sk.Uzir by a Bengali Deed of sale dated the 13th.February 1909 AND WHEREAS by a Bengali Deed of Sale dated 4th.December, 1912 - the said Chuni Lal Srimani sold conveyed and transferred the said properties to Srimati Radharani Dassi alias Radharani Dutta AND WHEREAS by a Bengali Deed of Sale dated 14th.December, 1957 and registered at Barrackpore SubRegistry Office in the Book No.I. Volume 78 Pages 219-223 and Being No.5874 of the year 1957 the said Srimati Radharani Dassi alias -

2516
M. Saha Adv
High Court

Calcutta Collectorate,
Treasury.
28.8.60

Release



10 150/-
10 75/-
225/-

Biswa na Kung-



C
94

Bholanath Kish



C
95

Kumari Rekhamittro



C
96

Advocate

Mamohar Saha
Son of Advocate
Of Calcutta
Thana
District
By caste
By profession

Dr. H. N. Saha

District Registrar,
24 - Parganas
28.8.60

Mamohar Saha -
Advocate High Court

alias Radharani Dutta sold transferred and conveyed the land hereditaments and premises as mentioned mentioned in the schedule hereunder written to Provash Chandra Mitra and gave him vacant and -- peaceful possession thereof AND WHEREAS the said Provash Chandra Mitra thus become absolutely -- seized and possessed of the said land hereditament and premises in his own right and had been in -- user and enjoyment thereof AND WHEREAS while in such user and possession said Provash Chandra Mitra who was during his life-time and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law died intestate on or about 19th February 1959 leaving behind him surviving the Vendors his sons and daughter as his only heirs and heiress and legal representatives and no others AND WHEREAS on the death of said Provash Chandra Mitra the -- Vendors herein became absolutely seized and possessed of or is otherwise well and sufficiently -- entitled to .78 acres of land in C.S.Dag No.1078 / Khatian No.111 of Mouza Agarpara which was -- erroneously recorded in the name of one Kinu Mali Das AND WHEREAS it was subsequently decided by the Hon'ble High Court of Calcutta in Second Appeal No. 1778 of 1938 as khas land of the said Sm.Radharani Dassi alias Radharani Dutta AND WHEREAS the previous record was rectified in Revisional Settlement and recorded as khas land of Sm.Radha Rani Dassi and

and Vendors' predecessor-in-interest is in possession in the remark column.

AND WHEREAS the V e n d o r s entered into an Agreement with one Nilmoni De son of late Ganesh - Chandra Dey residing at 213, Harrison Road, Calcutta to sell away absolutely 1 Bigha 12 Chhattaks of land (more or less) being the remaining Eastern Portion of C.S.Dag No.1073 as comprised under the Schedule mentioned in the Deed of Sale executed by Radharani Dassi alias Radharani Dutta to Provash Chandra Mitra at or for the price of Rs.14,732.50 N.P. on the 10th. day of February, 1960 and received a sum of Rs.1001/- (one thousand and one) as earnest money thereunder the said eastern portion being delineated in the plan or map as plot A and bordered R e d and the inheritance thereof in fee simple in possession - absolutely free from encumbrances AND WHEREAS the Purchaser therein mentioned has nominated the -- Purchasers herein as his nominees.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.14732.50 N.P. (Fourteen thousand seven hundred and thirty-two and fifty naya paiza) only of the lawful money paid to the V e n d o r s by the P U R C H A S E R S on or before execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do hereby

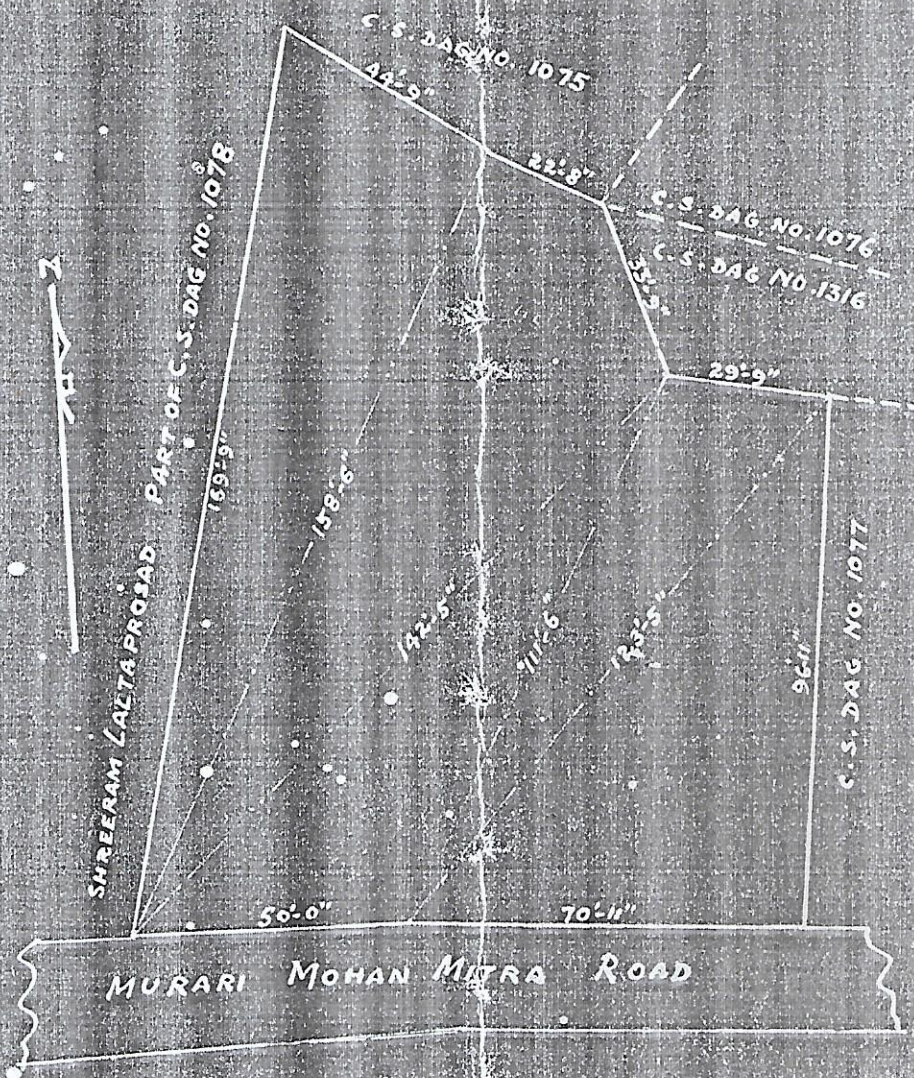
hereby release and discharge them the Purchasers
 the V e n d o r s do and each of them doth hereby
 grant convey sell transfer and assign unto Purchasers
ALL THAT the piece and parcel of vacant danga -
 land with trees, shrubs easements measuring one
 Bigha two cottahs more or less hereto being part
 and parcel of Holding No.181 of the Panihati Mani-
cipality, cadastral Survey Plot No.1078 in Khatian
 No.111 with Kariyati Sthitiban right more fully descri-
 bed in the Schedule hereunder written and fully --
 delineated in the map of plan annexed hereto and
 thereon bordered R e d or HOWSOEVER OTHERWISE
 the said plot of land and hereditaments and or any
 part thereof now are or is or heretofore were or
 was situated tenanted, butted, bounded called -
 known numbered described and distinguished TOGETHER
 WITH all trees areas drains water courses light
 liberties privileges and with all easements and
 appurtenances whatsoever to the said plot of land
 hereditaments and premises belonging or anywise --
 appertaining or usually held or enjoyed therewith
 or reputed to belong or be appurtenant thereto --
 AND ALL the estate right title interest inheritance
 reversion or reversions remainder or remainders use
 trust possession property claim and demand whatso-
 ever both at law and equity of them said Vendors of
 into out of and upon the said messuage lands heredi-
 tements and premises and every part thereof and --
 ALL the deeds, pattahs muniments and evidences of -

of title writings and other documents in anywise -- relating to or concerning the same or any part thereof which now or hereafter shall or may be in the possession or control of the said Vendors or any other person or persons from whom they or any of them can or may procure the same without any action or suit TO HAVE AND TO HOLD the said lands messuage and hereditaments and premises and all and singular the premises hereby conveyed or expressed so to be unto and to the use of the said Purchasers absolutely and for ever and the said Vendors as and each of them doth hereby covenant with the Purchasers that notwithstanding any act or deed or thing by the said Vendors or any of the predecessor-in-title done or executed or -- knowingly suffered to the contrary they the said Vendors now hath good right full power and absolute authority to grant convey transfer and assign all and singular the said premises hereby conveyed transferred or expressed so to be unto and to the use of the said Purchasers - in manner aforesaid and that Purchasers shall or may at all times hereafter peacefully and quietly possess and enjoy the said hereditaments and premises and receive rents and profits thereof -- without any lawful eviction interruption or disturbance by the said Vendors or any person lawfully or equitably claiming through or in trust for them and that freed and discharged from or anywise

anywise by them the said V e n d o r s sufficiently indemnified against all estates charges and encumbrances claim and demands created occasioned or made by the said V e n d o r s or any of their predecessors-in-title or any person or persons lawfully or equitably claiming any estate right title interest in or to the said hereditaments or premises or any of them or any part of them from under or in trust for them the said V e n d o r s or any of their predecessors-in-title And the Vendors shall and will from time to time and at all times hereafter at the request and cost of the said -- P u r c h a s e r s do and execute or cause to be done and executed all such acts and deeds and things and assurance in law whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the said P u r c h a s e r s in manner aforesaid as shall or may be reasonably required.

SCHEDULE OF PROPERTY ABOVE REFERRED TO:

PLAN SHOWING THE LAND AT MOUZA-AGARPARA, R.S. NO. 31, J.L. NO. 11,
 KHATIAN NO. III, PART OF C.S. DAG NO. 1078, TOUZI NO. 155, WARD NO. 4,
 PANIHATY MUNICIPALITY KHARDAHA P.S., 24-PARGANAS, SCALE 30 FT. = 1"
 AREA = 1 BIGHA 12 CHATTAKS.



IN WITNESS WHEREOF ONE

unto have set and subscribed their respective hands
 and

SCHEDULE OF PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of one Bigha 12 Chattaks of Danga land more or less, situate at Mouza Agarpura, J.L.No.11 R.S.No.31, Khatian No.108 Touzi No.155 under Khatian No.111 with Rayati Sthitiban right under Government of West Bengal represented by the Collector, 24-Parganas, C.S.Dag No.1078 (one thousand seventy eight) proportionate rent for which payable to the said Collector is Rs.3.52 N.P. out of an annual rent or Jama of Rs.6/3/- only Panihaty Municipality Holding No.181 in Ward No.IV and bounded and butted on the North partly by C.S.Dag No.1075 (Bagri Street Industries (Private) Ltd.,) and partly by C.S.Dag No.1076, On the East by C.S. Dag No.1077 and partly by C.S.Dag No.1076, on the South by Murari Mohan Mitra Road and on the West by portion of C.S.Dag No.1078 sold to Messrs.Sreeram Lalita Prosad (the land situate within P.S.Khardah, Sub-Registry Barrackpore, 24-Parganas) and fully delineated in the map or plan hereto annexed and thereon bordered R e d.

IN WITNESS WHEREOF the V e n d o r s here-
unto have set and subscribed their respective hands
and

- 9 -

and seals the day month and year first above-written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence

of :-

Bangshidhar Mitra
Kashinath Mitra
Biswanath
Bholanath
Kumari Lakshmi Mittal
Advocate, High Court
Jagabandhu
52, Bose Para Lane
Cal 3

MEMO OF CONSIDERATION:

RECEIVED from the within named
Purchasers the sum of Rs. 14,732.50 N.P. (Rupees Fourteen
thousand seven hundred thirty-two and Fifty Naya Paisa)
only as per particulars given below:-

By ---

=10-

By 13) pieces of one hundred Rupee

R.B. Notes ... Rs. 13, 100/-

By 63 pieces of Ten Rupee R.B.

Notes ... 630/-

Cash

... 1 - 500/-

Under Agreement of Sale dated

the 10th. February, 1960 ... Rs. 1,001/-

Total ... Rs. 14,732.50 N.P.

(Rupees Fourteen thousand seven hundred and
thirty-two and fifty Naya paisa).

Witness

Manohar Singh

Jaga Gondhi Day

Bangshi alias Mitta

Chandhi Nath Suthra

Ajiseen Nath Singh

Bholanath Singh

Kumari Lakshmi Mitta

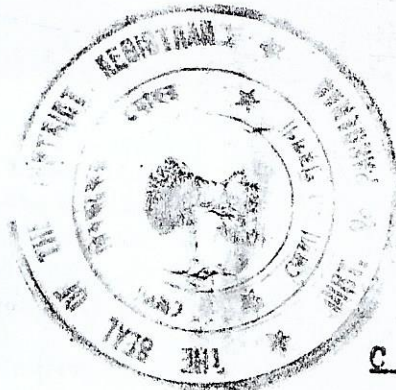
Dated this the 29th day of June, 19

From

HANSHIDHAR MITRA & OTHERS

And

SUNIL KUMAR DEY and 2 Anr.



CONVEYANCE:

29/6/60
District Registrar,
24 - Parganas



N. 50 N.
60
The No. 101 area of the 1st
book No. 120 of 8th 60
of charge No. 42... 1938
of area 3870 1/4 bighas
Being No. 234 of 1909
The area is 60...

2. 7. 60
District Registrar,
24 - Parganas

Monohar Saha