

5000Rs.



under the Indian Stamp Act 1899
also as Amended by the Indian Stamp
Amendment Act 1950

No. 23

and also of the
Calcutta

Stamp Duty 9396 00

Additional Duty 1700 00

Total 11102 00

Handwritten signature and initials

4237

50 00

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THIS INDENTURE made this Sixth day of August One
Thousand Nine Hundred and Eighty-two BETWEEN PRAFULLA
KUMAR PATRA son of Abinash Chandra Patra, deceased -
residing at No.5C, Chetla Central Road, in the town or
Calcutta by religion Hindu and by occupation Landholder
hereinafter called "THE VENDOR" (which term shall unless
excluded by or repugnant to the context include his
heirs executors administrators and representatives) or
the ONE PART AND BEJOY CHANDRA KARMAKAR son of Kashiwar
Karmakar, deceased residing at No. 5/C, Chetla Central Road
in the town of Calcutta by religion Hindu and by occupa-
tion Business hereinafter called "THE PURCHASER" (which
term shall unless excluded by or repugnant to the con-
text include his heirs executors administrators repre-
sentatives and assigns) or the OTHER PART :

- WHEREAS -



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WHEREAS one Tarak Nath Jana was absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute owner to all that a piece ^{or parcel} of vacant land containing an area of 2 Cottahs and 6 chittacks be the same a little more or less situate lying at and - being the Municipal premises No.5/C, Chetla Central Road in the town of Calcutta.

AND WHEREAS by a Bengali Deed of Sale bearing date the 10th day of Ashar 1342 B.S. (corresponding with 25th June, 1935) and made between the said Tarak Nath Jana therein described as the Vendor and Sm. Annadamoyee Patra therein described as the Purchaser and registered in - Book No.1 Volume No.66 Pages 42 to 48 Being No.2552 for the year 1935 at the office of the District Sub-Registrar, Alipur 24-Parganas the said Tarak Nath Jana for the consideration therein mentioned absolutely sold - transferred conveyed and assigned unto the said Sm. - Annadamoyee Patra all that the said piece or parcel of vacant land hereditament and premises containing an area of 2 Cottahs and 6 chittacks be the same a little more

- or -



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or less situate lying at and Being the Municipal premises No.5/C, Chetla Central Road in the town of Calcutta more fully and particularly described in the Schedule thereunder written free from all encumbrances whatsoever.

AND WHEREAS since the purchase of the said premises No.5/C, Chetla Central Road, Calcutta, the said Sm. Annedamoyee Patra constructed a partly two storied and partly three storied brick building dwelling house on the said piece or parcel of vacant land in or about the year 1954 according to the specification and Plan sanctioned by the Corporation of Calcutta.

AND WHEREAS the said Sm. Annedamoyee Patra, a Hindu governed by the Dayabhaga School of Hindu Law died on the 9th July, 1964 after having made and published her last Will and Testament in Bengali language and Character bearing date the 21st August, 1957 -- corresponding with 4th Bhadra, 1364 B.S. and registered in Book No.III Volume No.3 Pages 76 to 79 Being No.66 for the year 1957 at the office of District Registrar,

- Alipur-



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Alipur 24-Parganas whereby she appointed one Nishi - Kanta Patra and the Vendor as the Executors thereof.

AND WHEREAS the said Sm. Annadamoyee Patra made and published a Codicil in Bengali language and character bearing date the 21st June, 1964 corresponding with 7th Ashar, 1371 B.S. to the said Will dated the 21st August 1957 and registered in Book No. III Volume No. 2. Pages 66 to 68 Being No. 39 for the year 1964 at the Office of the District Registrar, Alipur, 24-Parganas whereby she - appointed the said Nishi Kanta Patra and the said Vendor as the Executors thereof.

AND WHEREAS by the said Will and Codicil the said Sm. Annadamoyee Patra after bequeathing certain pecuniary and other legacies absolutely gave devised and bequeathed the said premises No. 5/C, Chetla Central Road, Calcutta to the Vendor herein.

AND WHEREAS by a certificate of Discharge bearing date the 13th February, 1968 granted by the Assistant - Controller of Estate Duty, Calcutta in Estate of Sm. -- Annadamoyee Patra Being Official Reference No. ED/File

No. -



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No. P/24-X/A-1968 whereby it was certified that there is no claim for Estate Duty under the Estate Duty Act, 1953 in respect of the property passing on the death of Sm. Annadamoyee Patra late of No.5/C, Chetla Central Road, Calcutta who died on the 9th July, 1964.

AND WHEREAS upon an application of the said Nishi Kanta Patra and the Vendor Probate of the said Will of the said Sm. Annadamoyee Patra was granted to the said Nishi Kanta Patra and the Vendor, the Executors named in the said Will and Codicil by the Third Court of Additional District Judge, Alipur, 24-Parganas on the 25th March, 1968 in Act XXXIX Case No.163 of 1967 - (Probate) and O.S. 1 of 1967.

AND WHEREAS the said Nishi Kanta Patra and the Vendor the Executors named in the said Will and Codicil of Sm. Annadamoyee Patra since deceased have duly filed their accounts and inventory of the property and credits as per directions contained in the said Probate and Codicil in the Third Court of Additional District Judge, Alipur, 24-Parganas.

- AND -

AND WHEREAS the said Nishi Kanta Patra and the Vendor, the Executors named in the said Will of the said Sm. Anne-damoyee Patra since deceased made an application on the 6th July, 1979 in the Third Court of Additional District Judge, Alipur, 24-Parganas inter alia for an order that the administration of the Estate of the deceased has been fully administered and on the 8th August, 1979 the Third Court of Additional District Judge, Alipur, 24-Parganas passed an order being Order No.44 dated the 8th August, 1979 to the effect that the Estate of the said deceased had been fully administered.

AND WHEREAS the said Nishi Kanta Patra and the said Prafulla Kumar Patra, the executors named in the Will and Codicil of the said deceased had since assented to the vesting in Prafulla Kumar Patra, the Vendor abovenamed, ALL THAT the said messuage land hereditament dwelling - house and premises No.5/C, Chetla Central Road, Calcutta bequeathed to the said Vendor Prafulla Kumar Patra under the said Will and Codicil of the said Sm. Annadamoyee - Patra since deceased more fully and particularly described in the Schedule hereunder written.

AND WHEREAS the Vendor has obtained possession of the said premises No.5/C, Chetla Central Road, Calcutta and has been enjoying the rent issues and profits thereof.

AND WHEREAS in the premises as aforesaid the Vendor is now absolutely seized and possessed of or otherwise - well and sufficiently entitled to the said premises No. - 5/C, Chetla Central Road, Calcutta more fully and particularly described in the Schedule hereunder written and intended to be hereby conveyed free from all encumbrances whatsoever (hereinafter referred to as "The said premises").

AND WHEREAS the Vendor has agreed with the Purchaser to sell to him absolutely the said messuage land hereditament dwelling house and premises No.5/C, Chetla Central Road, Calcutta together with the piece or parcel of land thereunto belonging and containing an area of 2 Cottahs and 6 Chittacks be the same a little more or less together with all fittings and fixtures at or for the price of Rs. 85,000/- only - (Rupees Eighty-five -- Thousand) free from all encumbrances whatsoever.

NOW THIS INDENTURE witnesseth that in pursuance of the said Agreement and in consideration of the sum of - Rs. 85,000/- (Rupees Eighty-five thousand only) the Vendor by the Purchaser at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and release and for ever discharge the purchaser and of and from the same and every part thereof as well as the said premises) the Vendor doth hereby grant convey assign and transfer unto the Purchaser ALL THAT the partly two storied and partly three storied brick built messuage land hereditament tenement dwelling house and premises together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of 2 Cottahs and 6 Chittacks be the same a little more or less situate lying at and being the Municipal premises No.5/C, Chetla Central Road, Calcutta more fully and particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said land hereditament tenement dwelling house and premises or any part thereof was situated butted bounded called known described or -
- distinguished -

distinguished TOGETHER with - all buildings outhouses -
erections Courts Yards compounds trenches hedges sewers
drains water water courses rights lights liberties --
privileges easements appendages and appurtenances what-
soever to the said land hereditament and premises or -
any part thereof belonging or anywise appurtenant there-
to or usually held or occupied therewith or reputed to
belong or be appurtenant thereto and also together with
all fittings and fixtures thereto and all the estate -
right title interest property claim or demand whatsoever
of the Vendor or into or upon the said land hereditament
tenement and premises and every part thereof and all the
deeds pottahs evidence of ^{title} ~~little~~ or writings or other
documents whatsoever exclusively relating thereto in
possession of the Vendor or which he can procure the -
same without any action or suit TO HAVE AND TO HOLD the
said land hereditament tenement dwelling house and --
premises hereinbefore expressed to be hereby conveyed
granted and transferred with the appurtenances unto the
Purchaser absolutely and for ever and free from all -
encumbrances charges liens etc. AND the Vendor doth -
hereby covenant with the Purchaser that notwithstanding
any act deed matter or thing whatsoever hereinbefore -
done executed or knowingly suffered to the contrary the
Vendor has now good right full power and absolute au-
thority to grant convey and transfer the said land
hereditament tenement dwelling house and premises hereby
granted conveyed and transferred or expressed so to be
unto the Purchaser in the manner as aforesaid and that
the Purchaser shall and may at all times hereafter --
peaceably and quietly possess and enjoy the said land
- hereditament -

hereditament tenement dwelling house and premises and -
receive the rents issues and profits thereof without any
lawful eviction interruption claim or demand whatsoever
by the Vendor or any person or persons claiming through
or in trust for him and that free from all encumbrances
whatssoever AND FURTHER that the Vendor and all other --
person or persons having or lawfully or equitably claim-
-ing any estate or interest in the said land hereditament
tenement dwelling house and premises or any part thereof
from under or in trust for the Vendor or any of his pre-
decessors-in-title and will from time to time and at -
all times hereafter at the request and cost of the Pur-
chaser do and execute or cause to be done or executed all
such acts deeds and things and assurances in law whatso-
-ever for further and more perfectly assuring the said -
land hereditament tenement dwelling house and premises -
and every part thereof unto the Purchaser as shall or may
be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the partly two storied and partly three storied
brick built messuage land hereditament dwelling house --
and premises together with the piece or parcel of land -
thereunto belonging and on part whereof the same is erec-
-ted and built containing by estimation an area of 2 -
Cottahs and 6 Chittacks be the same a little more or less
situate lying at and being the Municipal Premises No.5/C,
Chetla Central Road within the Municipal limits of the town
of Calcutta P.S. Alipore Dihi Panchannagram Sub-Registry
Alipur in the District of 24-Parganas and butted and bound

-ded -

-ded on the NORTH partly by Municipal premises No.15A and Partly by Municipal Premises No.15B, Pitamber Gha-tak Lane on the EAST by Municipal Vacant Land on the SOUTH by Chetla Central Road and on the WEST by Municipal Premises No.5/B, Chetla Central Road OR HOWSOEVER OTHERWISE the same may be butted bounded called known described or distinguished.

IN WITNESSETH WHEREOF the Vendor hath hereunto set and subscribed his hand and Seal the day month - and year first above written.

SIGNED SEALED AND DELIVERED
at Calcutta in the presence
of :

Parfulla Kumar



Medanohi

*Advocate,
H. H. Court, Calcutta.*

W. H. H. H.

*Substantive Advocate
Calcutta*

- Received -

RECEIVED of and from the within named Purchaser the sum of Rs.85,000/- (Rupees Eighty-five thousand) only being the full amount of consideration money within mentioned as per Memo below :-

MEMO OF CONSIDERATION :

By ~~instrument of 1777 AD 028705 dated~~
 14.12.1979 AD 028705 dated 14.12.1979
 United Commercial Bank, Chitla,
 in full in favour of the vendor in
 United Commercial Bank, Diamond Harbour - Rs. 20000.00
 By part payment made on 2.1.80 by cheque
 AS 120411 dated 2.1.80 in United Commercial
 Bank, Chitla Branch - Rs. 35000.00
 By 3rd instalment of R.B. value of Rs. 30000.00
 Total Rs. 85000.00

Rupees Eighty five thousand only,

Gopulla Kumar Patra.



6202

Resd
 No. 58
 Volume No. 252
 Page No. 6797
 Date 1982

N 1-20



DATED THIS 6th DAY OF August

FROM
 PRAFULLA KUMAR PATHA

TO
 BEJOY CHANDRA KARMAKAR

CONVEYANCE.

for
 Office of Advocate
 Calcutta
 27-3-84



M. L. DHUR
 Solicitor and Advocate
 11, Old Post Office Street,
 Calcutta.