

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONAL BENCH, KOLKATA, WEST BENGAL
FINANCE CENTRE, 3RD FLOOR, NEW TOWN

ORIGINAL APPLICATION No. 16 / 2024 / EZ

In The Matter Of :

MD. HUMAYUN ABBAS.

.....Applicant.

-versus-

Advocate on Record for Applicant:

Mr. Zafar Mobin, Advocate,
Mob. :- 9330744331
e-mail : zafar.mobin@rediffmail.com

STATE OF WEST BENGAL & ORS.

....Respondents.

I N D E X

Sl. No.	Particulars of Documents	Annexure	Page No.
1.	Reply of Counter Affidavit and Supplementary Counter Affidavit of the Respondents No. 4 to 6.		1 - 13
2.	Copy of R.T.I. dated 19.01.2024 and its replies, and, copy of registered Deed of Patta under Being No. 208 of 1931 with its site plan, and its English translated copy.	'A'	14 - 34
3.	Copy of the Mutated Tax Bills in the name of Md. Hashem and Md. Yeakub and copy of Assessment Book of Kolkata Municipal Corporation for the year 1946-47 in respect of the said landed property at question showing the landed property at question is comprised of 'Cor. Hut Land & Tank'	'B'	35 - 39



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Md. Humayun Abbas

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Sl. No.	Particulars of Documents	Annexure	Page No.
	and the occupier's name as Md. Hashem, and, copy of the Hut Sanction Plan dated 12.06.1931 in respect of premises No. 7, Tiljala Place, Calcutta as provided by the Corporation of Calcutta, Building Department, District - III showing 17 (Seventeen) Cottahs of tank		
4.	Copy of the Sale Deed under Being No. 643 for the year 1945 stating 17 (Seventeen) Cottahs of tank.	'C'	40 - 49
5.	Copy of the Partition Deed under Being No. 481 for the year 1990.	'D'	50 - 72
6.	Copy of the amended plaint of Title Suit No. 53 of 2004, copy of the compromise petition under order 23 rule 3 read with section 151 C.P.C., copy of the Deed of Settlement dated 08.07.2010, copy of the order dated 24.03.2011 along with its Decree passed in Title Suit No. 53 of 2004, and copies of the Surrender of Possession Certificates of premises No. 7A, to 7F, Tiljala Place all dated 08.07.2010 by defendant Guha Thakurta families to added defendants/ private respondents.	'E'	73 - 151
7.	Copy of the four aforementioned four registered Sale Deeds under Being Nos. 1240, 1239, 1238 and 1237 all for the year 1998.	'F'	152 - 252



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Sl. No.	Particulars of Documents	Annexure	Page No.
8.	Copy of the portal copy of present Assessment Book of Kolkata Municipal Corporation in respect of the premises in question at 7A, Tiljala Place showing the land as 'D H Godown and Tank Filled Land'.	'G'	253
9.	Copy of the letter dated 12.12.2023, 18.12.2023, 30.12.2023, and dated 04.01.2024.	'H'	254 - 259
10.	Copy of photos of illegal construction by the private respondents throughout day and night.	'I'	260 - 266

Md. Wahiduzzaman Khan



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Md. Humayun

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONAL BENCH, KOLKATA, WEST BENGAL
Finance Centre, 3rd Floor, New Town

ORIGINAL APPLICATION No. 16 / 2024 / EZ

IN THE MATTER OF:

THE NATIONAL GREEN TRIBUNAL ACT
2010:

IN THE MATTER OF

Reply of the Counter Affidavit and the
Supplementary Counter Affidavit filed by the
Respondent Nos. 4 to 6

IN THE MATTER OF:

Illegal conversion of the 17 (seventeen)
Cottahs water tank/ pound into low land by
filling debris, mud, rags etc., for making illegal
constructions of unauthorized building at the
premises Nos. 7, 7A, 7B, 7C, 7D Tiljala Place
now renumbered as 7A, Tiljala Place, P.S.
Karaya, Kolkata -700017, by (1) REHAN
JAVED, (2) IRFAN JAVED and (3) JAVED
AKHTER All residing at the premises No. 44D,
Shamsul Huda Road, Police Station Karaya,
Kolkata - 700017 who are developers/



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Md. Humayun Abbas

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promoters being threat to the health of the people of the locality as well as to the ecology of the area.

- AND -

IN THE MATTER OF

MD. HUMAYUN ABBAS
son of late Md. Abbas
of 7, Tiljala Place
Kolkata-700017 and also
of 51K, Shamsul Huda Road,
Police Station Karaya,
Kolkata-700017-700046,
e-mail: saifelectric000@gmail.com
.....Applicant

-Versus-

(1) WEST BENGAL POLLUTION CONTROL
BOARD,
Paribesh Bhawan, 10A, Block-LA, Scetor-III,
Bidhannagar, Salt Lake City, Kolkata-
700098
Email: net.wbpcb-wb@bangla.gov.in

(2) THE CENTRAL POLLUTION CONTROL
BOARD, ~~Camae Street, Circle Office, West~~
Regional Directorate Kolkata,
Service through its Regional Director,
'South end Conclave' Block – 502,
5th & 6th Floor, 1582, Razidanga Main Road,
Kolkata – 700107,
e-mail: mkbiswas.cpcb@nic.in



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Email: ~~sec4.wbpeb-wb@bangla.gov.in/~~
~~Sec5.wbpeb-wb@bangla.gov.in-~~

Md. Humayun Akter

(3) The Commissioner Presidency Division,
 Kolkata (Respondent No. 3 has been
 deleted vide order dated 25.04.2024).

(4) REHAN JAVED
 S/o Javed Akhter
 44D, Shamsul Huda Road, Police Station
 Karaya, Kolkata-700017

(5) IRFAN JAVED
 S/o Javed Akhter
 44D, Shamsul Huda Road, Police Station
 Karaya, Kolkata-700017

(6) JAVED AKHTER
 S/o Late H. M. Ishaque
 of 44D, Shamsul Huda Road, Police
 Station Karaya, Kolkata-700017.

(7) KOLKATA MUNICIPAL CORPORATION
 Service through The Municipal
 Commissioner,
 Having office at 5, S. N. Banerjee Road,
 Kolkata - 700013,
 e-mail: mc@kmcgov.in

..... Respondents

To,



29 MAY 2024

Md. Hunayz Men

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To,

The Hon'ble Chairman National Green Tribunal and His Companion
Members of the Hon'ble Tribunal

The humble petition of reply on
behalf of the applicant above named,

Most Respectfully **S H E W E T H**:

1. That the statements made and contained in paragraph Nos. 1, 2, 3 & 4 of the counter affidavit filed by the private respondents are partly matter of record and partly false incorrect submissions made by the Respondents herein to which the Respondent are put to strict proof thereof.
2. That the statements made and contained in paragraphs No. 5, 6, 7, 8 are all facts and circumstances of the private respondents which are based upon creation of documents by the private respondents in an illegal manner, upon utilizing the authorities of the concerned departments of the State by misleading facts and circumstances in order to surreptitiously suppress the illegal activities of the private respondents. On the contrary, the actual facts and circumstances which lead to prove the guilt and offence of the private respondents for filling up of 17 (Seventeen) Cottahs of tank in the original premises No. 7, Tiljala Place and part of 11, Dilkhusa Street, based upon cogent documents, are stated hereinbelow by the applicant/ petitioner:

- (a) One Nirmal Chandra Bandopadhyay/ Banerjee executed registered Deed of Patta under Being No. 208 for the year 1931 in favour of Sk. Mohammad Hashem alias Md. Hashem being one of the grandfather of the applicant, in respect of landed property premises No. 7, Tiljala Place, P.S. – Karaya, Kolkata – 700017, comprising of 1 (One) Bigha 13 (Thirteen) Cottahs 2 (Two) Chittacks 13 (Thirteen)



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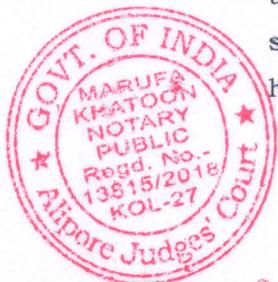
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sq. ft. land with structures therein, and, within the said total landed property premises there had been a pond/ pukur/ water-body comprising of 17 (Seventeen) Cottahs, which is more fully described in the Schedule to the Deed of Patta under being No. 208 for the year 1931. In the said Deed of Patta there is one map Map/ site plan showing tank of 17 (Seventeen) Cottahs and solid land 16 (Sixteen) Cottahs 2 Chittacks 7 sq. ft.

Copy of registered Deed of Patta under Being No. 208 of 1931 with its site plan, and its English translated copy are collectively annexed herewith and collectively marked as Annexure 'A'.

- (b) That, thereafter two grandfathers of the applicant namely Md. Hashem and Md. Yeakub obtained mutation of the original landed property premises No. 7, Tiljala Place, Calcutta, and, obtained Sanctioned Site Plan for hut construction in the concerned premises. In the instant Hut Sanction Plan of Corporation of Calcutta dated 12.06.1931 where there is also mention of 17 (Seventeen) Cottahs of tank in the concerned premises. In the Assessment Book of Kolkata Municipal Corporation for the year 1946-47 in respect of the said landed property at question it has been mentioned that the said land is comprised of 'Cor. Hut Land & Tank' and the occupier's name as Md. Hashem.

Copy of the Mutated Tax Bills in the name of Md. Hashem and Md. Yeakub and copy of Assessment Book of Kolkata Municipal Corporation for the year 1946-47 in respect of the said landed property at question showing the landed property at question is comprised of 'Cor. Hut Land & Tank' and the occupier's name as Md. Hashem, and, copy of the Hut Sanction Plan dated 12.06.1931 in respect of premises No. 7, Tiljala Place, Calcutta as provided by the Corporation of Calcutta, Building Department, District - III showing 17 (Seventeen) Cottahs of tank, are collectively annexed herewith and collectively marked as Annexure 'B'.



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- (c) While Md. Hashem and Md. Yeakub had been residing in the premises No. 7, Tiljala Place, Calcutta upon construction of hut therein. In the year 1945 the Nirmal Chandra Banerjee by Sale Deed under Being No. 643 for the year 1945, sold out the same landed property premises No. 7, Tiljala Place and Part of 11, Dilkhusa Street, Kolkata - 700017 comprising of comprising of total 1 (One) Bigha 13 (Thirteen) Cottahs 2 (Two) Chittacks 13 (Thirteen) sq. ft. land along with 17 (Seventeen) Cottahs of tank therein, to Begum Lutfunnessa, wife of Khan Sahib Moulavi Waheduzzaman of 16, Syed Amir Ali Avenue, P.S. - Ballygunge, District - 24 Parganas, Calcutta. In the body and Schedule of the Sale Deed under Being No. 643 for the year 1945 there in mention of 17 (Seventeen) Cottahs of tank.

Copy of the Sale Deed under Being No. 643 for the year 1945 stating 17 (Seventeen) Cottahs of tank is annexed herewith and marked as Annexure - 'C'.

- (d) The said grandfathers of the applicant resided in the concerned landed property while Begum Lutfunnessa, in the year 1962, went for permanently residing at East Pakistan, and, as consequence, Guha Thakurta Families trespassed inside the original property premises No. 7, Tiljala Place and resided thereon, and, upon efflux of time the Guha Thakurta Families filed Title Suit No. 216 of 1979 and obtained order from the Court of Law and made execution of Deed of Partition under Being No. 481 for the year 1990, and, converted the original premises No. 7, Tiljala Place into premises No. 7A, 7B, 7C, 7D, 7E, and 7F, Tiljala Place, and, mutated their names.

Copy of the Partition Deed under Being No. 481 for the year 1990 is annexed herewith and marked as Annexure - 'D'

- (e) The applicant states that, Begum Lutfunnessa in order to restrain the Guha Thakurta families from usurping her purchased original



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landed property premises No. 7, Tiljala Place and part of premises No. 11, Dilkhusa Street and filed Title Suit No. 63 of 1993 thereafter renumbered as Title Suit No. 53 of 2004 against the Guha Thakurta families. In Title Suit No. 53 of 2004 the private respondents added themselves as defendants No. 11 to 14 and filed Counter Claim against plaintiff Begum Lutfunnessa with same prayers of the plaintiff in Title Suit No. 53 of 2004, and, the plaintiff Begum Lutfunnessa on account of death of her constituted attorney Manindra Kumar Ganguly got expunged from the Title Suit No. 53 of 2004, and the private respondents filed joint compromise petition with other defendants i.e., Guha Thakurta families, under order 23 rule 3 read with section 151 C.P.C., and also the private respondents filed one notarized Deed of Settlement dated 08.07.2010 with the Guha Thakurta families wherein the private respondents have paid Rupees One Crore to the defendants Guha Thakurta families and obtained surrender of possession certificates all dated 08.07.2010 from the Guha Thakurta families, wherein it has been stated that all the created premises No. 7A to 7F, Tiljala Place are arising from original mother premises No. 7, Tiljala Place, Kolkata - 700017 as stated supra. The Learned Court of 9th Civil judge, Senior Division, Alipore, treating the Counter claim of the private respondents/ defendants as plaint and considering the compromise petition and Deed of Settlement, as stated supra, passed order dated 24.03.2011 and Decreed the Title Suit No. 53 of 2004 treating the compromise petition and Deed of Settlement as part and Parcel of the Decree.

Copy of the amended plaint of Title Suit No. 53 of 2004, copy of the compromise petition under order 23 rule 3 read with section 151 C.P.C., copy of the Deed of Settlement dated 08.07.2010, copy of the order dated 24.03.2011 along with its Decree passed in Title Suit No. 53 of 2004, and copies of the Surrender of Possession Certificates of premises No. 7A, to 7F, Tiljala Place all dated 08.07.2010 by defendant Guha Thakurta families to added



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defendants/ private respondents, are all collectively annexed herewith and collectively marked as Annexure - 'E'.

- (f) Lis pendens of Title Suit No. 53 of 2004, Begum Lutfunnessa while residing at Bangladesh since the year 1962, through her constituted attorney Amiruddin Ahmed (since deceased) executed registered Sale Deed No. 1240, 1239, 1238 and 1237 all for the year 1998 and sold out the entire original premises No. 7, Tiljala Place and part of 11, Dilkhusha Street, Calcutta, comprising of 1 (One) Bigha 13 (Thirteen) Cottahs 2 (Two) Chittacks 13 (Thirteen) sq. ft. land along with 17 (Seventeen) Cottahs of tank therein, to private respondent namely Javed Akhtar by Sale Deed No. 1240, to private respondent namely Irfan Javed by Sale Deed No. 1239, to Sahida Parveen wife of Javed Akhtar by Sale Deed No. 1238, and to private respondent namely Rehan Javed by Sale Deed No. 1237, in four equal parts of the original premises No. 7 Tiljala Place and part of 11, Dilkhusha Street, in said each Sale Deed. It is surprising to understand the nexus in between Begum Lutfunnessa and the private respondents, because, the mention of the 17 Cottahs of tank in the body of the aforementioned four Sale Deeds are emphatically mentioned, but, purportedly and motivatedly the mentioning of 17 Cottahs of tank has been deleted in the Schedule of the four Sale Deeds No. 1240, 1239, 1238 and 1237 all for the year 1998.

Copy of the four aforementioned four registered Sale Deeds under Being Nos. 1240, 1239, 1238 and 1237 all for the year 1998 are collectively annexed herewith and collectively marked as Annexure - 'F'.

- (g) That, upon efflux of time the private respondents allegedly amalgamated the entire converted and created premises No. 7A to 7F, Tiljala Place, Kolkata 700017 as renumbered premises No. 7A, Tiljala Place, Kolkata 700017, admission of which has been made by the private respondents in paragraph No. 7 of their counter affidavit.



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Md. Humayun Hossain

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(h) The applicant states that the aforementioned cogent documents which are more than 30 years old emphatically speaks of 17 Cottahs of tank present in the original landed property premises No. 7, Tiljala Place and part of 11, Dilkhusha Street, and the interaction in between Begum Lutfunnessa, the Guha Thakurta families and the private respondents draws a clear inference of illegal activities of the private respondents who, upon filling up of 17 Cottahs of tank, have been making construction of multi-storied building in a hectic manner, with day and night construction work, in the impugned premises. In the present Assessment Book of Kolkata Municipal Corporation the impugned alleged premises No. 7A, Tiljala Place is showing as 'D H Godown Land and Tank Filled Land'.

Copy of the portal copy of present Assessment Book of Kolkata Municipal Corporation in respect of the premises in question at 7A, Tiljala Place showing the land as 'D H Godown and Tank Filled Land' is annexed herewith and marked as Annexure - 'G'.

3. That, the applicant states that, the sanctioned construction of hut erected by the grandfathers of the applicant remained in good, sound and intact condition in the premises No. 7, Tiljala Place, Kolkata 700017, and, the applicant along with his family members and other relations of the deceased grandfathers of the applicant increased in numbers through years since 1931 to the present 2024, and as such, the applicant and his family members along with other relations of the aforementioned two deceased grandfathers of the applicant also started residing at premises No. 51K, Shamsul Huda Road, Kolkata 700017, while simultaneously taking care of the hut structures created in the original premises No. 7, Tiljala Place, Calcutta, by the said two grandfathers of the applicant.



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Md. Humayun Akbar

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4. That, the applicant states that all that is stated by the private respondents No. 4 to 6 in their paragraphs No. 7, 8, 9 and 10 of their counter affidavit, and all description of documents upon which the private respondents relies upon and as stated in the annexures of the counter affidavit are all created with illegal nexus in a preordained and concerted manner in order to achieve unlawful gains by misleading the Learned Courts of law and misleading the concerned authorities of the State in diverse means and form. The electoral roll, inspection book of Kolkata Municipal Corporation, amalgamation certificate, photographs, current newspaper photos, electricity bills, K.M.C. Mutation Certificate, K.M.C. property tax bills, letter of Kolkata Improvement Trust, the alleged building plan are all created documents of private respondents made to covet the illegalities of the private respondents which are transparent and apparent in the conduct of the nexus in between Begum Lutfunnessa, Guha Thakurta families and private respondents, as stated supra in the foregoing paragraphs in the reply of the counter affidavit of the private respondents.
5. That, the applicant further states that, the Kolkata Municipal Corporation, Environment and Heritage Department Authority has no concern for passing order and ratifying for creation of tank of 1.7 Cottahs area at the impugned premises 7A, Tiljala Place, Kolkata 700017. No documents can suffice for termination and rejection of the fact that 17 (seventeen) Cottahs of had been present and existed in the original landed property premises No. 7, Tiljala Place, that which has been affirmed in the aforementioned numerous documents and maps, site plans of the concerned authorities of the State which are very old documents and



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needs not to be proved any further by evidence, and which is apparent in the face of the record.

6. That, the applicant states that, the entire contentions of the counter affidavit of the private respondents are tissues of falsehood stated in support of the illegal activities of the private respondents and their collaborators.
7. That, the applicant states that, in the year 2023 the private respondents most wrongfully demolished the existing hut structures of the applicant that which was erected by the grandfathers of the applicant. Thereafter the private respondents started making construction of multi-storied building in the alleged impugned premises No. 7A, Tiljala Place, Kolkata 700017.
8. That, as such, the illegal activities of the private respondents, as stated supra, have caused irreparable loss, hardship and jeopardy to the applicant, as well as, the illegalities of the private respondents have caused irreparable damage to the environment and ecosystem, that which is highly detrimental to the balance of nature and all components of the environment. Such illegal activities of filling up of vast water body and thereby making construction of multi-storied building thereon could lead to unimaginable destructive disaster which would render loss of numerous lives and casualty, the like of which we all have witnessed very recently at Metiabruz building collapse incident.



9. That, the applicant states that, the contention of the private respondents as stated in the counter affidavit paragraphs No. 12, 13, 14, and in all

29 MAY 2024

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other concerned statement of the counter affidavit proves the fact of guilt that the private respondents have skillfully utilized the concerned authorities of the State in order to obtain wrongful gain by illegal activities, as stated supra.

10. That, the applicant states that, also the supplementary counter affidavit which has been filed by the private respondents along with mentioning of documents therein does not also support the illegal activities of the private respondents filling up 17 Cottahs of tank in the impugned alleged premises No. 7A, Tiljala Place, P.S. Karaya, Kolkata 700017.

11. That, the applicant submits that, in order to avoid the actual lawful and scientific inspection and investigation of the Committee formed by the order of this Learned Tribunal at the site in question, the private respondents No. 4 to 6 have made efforts to conduct an unauthorized investigation, and created a report which does not sustain in law. The reports which have been filed by the private respondents are not admissible before this Learned Tribunal, as the private respondents do not have any authority to conduct such private investigation in spite of specific order of the Learned Tribunal regarding inspection and investigation at the site in question. Also the said report is full of contradictory and illogical findings which are apparent in the said alleged report.

12. That, in view of the aforestated facts, contentions, statements, averments and submissions of the applicant, as stated in this instant reply of the counter affidavit, the applicant most humbly prays for passing



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Md. Humayun Abbas

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appropriate necessary direction/directions, order/orders, against the private respondents as the Learned Tribunal deems fit and proper.

**BEFORE THE NOTARY
ALIPORE JUDGES' COURT
KOLKATA-700 027**

AFFIDAVIT

SL. No. 38 Date 29 MAY 2024

I, MD. HUMAYUN ABBAS son of Late Md. Abbas aged about 46 years, by religion Muslim, by occupation business, residing at 51K, Shamsul Huda Road, Police Station Karaya, Kolkata-700017, District South 24-Parganas do hereby solemnly affirm and state as follows:

- 1. That I am the applicant named above and I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

- 2. That the statements made and contained in paragraphs No. 1 to 10 are true to my knowledge and rest are my respectful submission before this Ld. Green Tribunal Eastern Zonal Bench, Kolkata.

Md. Humayun Abbas
Deponent

Identified by me and also read over and explained the contents by me.

Nurman Shal.
Advocate.



Solemnly declare and affirmed before me on identification under the Notaries Act.

Marufa Khatoon
MARUFA KHATOON
Notary Govt. of India
Regd. N 13815/2018
Alipore Judges Court

29 MAY 2024

ANNEXURE - 'A'

Pg - 14

To
THE S.P.I.O. & THE EXECUTIVE ENGINEER (CIVIL),
Kolkata Municipal Corporation,
5, S. N. Banerjee Road, Kolkata – 70013,
And also having address at
K.M.C. Borough Office,
Borough No. VII, KMC Ward No. 65,
9/1A, Acharya Jagadish Chandra Bose Road,
Kolkata – 700017.

FROM:

MD. HUMAYUN ABBAS
Son of Late Md. Abbas,
51K, Shamsul Huda Road. Kolkata – 700017,
and, also inter alia having address at
7, Tiljala Place, P.S. – Karaya,
Kolkata – 700017.

Date : 19.01.2024.

Subject : An Application under Right To Information Act, 2005.

Respected Sir,

I, MD. HUMAYUN ABBAS, the aforesated and the undersigned, do hereby seek information from your good office, as hereunder :

INFORMATION REQUIRED:

1. Information as to what is the present premises number of the erstwhile premises No. 11, Dilkhusha Street, P.S. – Karaya, Kolkata – 700019? What is their Assessee numbers and the names of the recorded owners of the concerned premises?
2. Information as to what is the present premises number of the erstwhile premises No. 51, Dilkhusha Street, P.S. – Karaya, Kolkata – 700019? What is their Assessee numbers and the names of the recorded owners of the concerned premises?
3. Information as to whether any Building Sanction Plan has been issued by the Building Department of Kolkata Municipal Corporation in respect of premises Nos. 11, Dilkhusha Street, P.S. – Karaya, K.M.C. Borough VII, Ward No. 65, Kolkata – 700017? If so, please provide me the concerned Building Sanction Plan number, date and copy of the same.
4. Information as to whether any Building Sanction Plan has been issued by the Building Department of Kolkata Municipal Corporation in respect of premises Nos. 51, Dilkhusha Street, P.S. – Karaya, K.M.C. Borough VII, Ward No. 65, Kolkata – 700017? If so, please provide me the concerned Building Sanction Plan number, date and copy of the same
5. Please provide all status of the erstwhile premises No. 11 & 51, Dilkhusha Street, Kolkata – 700019?

I have affixed stamp of Rs. 12/- (Rupees Twelve) as required for this procedure.

Awaiting for your reply at the earliest.

Thanking you.

Yours faithfully,

Md. Humayun Abbas
Md. Humayun Abbas



29 MAY 2024

17/07/2024

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No. E.S.H/CH/70/2023-24 Date 29.02.2024



Executive Engineer (Civil)
E & H Department
The Kolkata Municipal Corporation
48, Market Street
Kolkata-700 087

TO

Md. Humayun Abbas

51K, Shamsul Huda Road

Kolkata-700017



POST

KOLKATA MUNICIPAL CORPORATION

CP-300-18-01-2023-20,000

Handwritten initials/signature



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OFFICE OF THE ENVIRONMENT & HERITAGE DEPARTMENT
THE KOLKATA MUNICIPAL CORPORATION
48, MARKET STREET, KOLKATA -700 087

Memo No: E&H/RTI/ 70 /2023-24

Date: 29.02.2024

To,
The SPIO
Assessor Collector South
Assessment & Collection Department

Re: Premises No 7 Tiljala Place (Renumbered as 7A Tiljala place) in ward no 65 under Borough VII

Ref: R.T.I/E&H/62 Dated 15/02/24

Sir,

The instant R.I.T application dated 15/02/2024(enclosed) is here being transferred u/s 6(3) of the R.T.I Act, 2005 since the subject matter regarding Point(a) and Point(b) are closely connected to the functions of the above addressee department.

Thanking You

Sd/-

Executive Engineer(C)
S.P.I.O
Environment & Heritage Department.

Copy to: Md.Humayun Abbas,
51K,Shamsul Huda Road,Kol-17- for your kind information

Clear
S. P. E.O
Exc. Engineer (C)
& H Department
K.M.C.



A-7

No. EW/157/71/2003-24 Date: 29/04/2014



Executive Engineer (Civil)
E & H Department
The Kolkata Municipal Corporation
48, Market Street
Kolkata-700 057

TO

MD Humayun Abbas

51K, Shamsul Huq Road

Kolkata-700017

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KOLKATA MUNICIPAL CORPORATION

CP-300-18-01-2022-20,000

EXPRESS POST



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OFFICE OF THE ENVIRONMENT & HERITAGE DEPARTMENT
THE KOLKATA MUNICIPAL CORPORATION
48, MARKET STREET, KOLKATA -700 087

Memo No: E&H/RTI/ 71 /2023-24

Date: 29.02.2024

To,
The SPIO
Executive Engineer (Bldg)/Br -VII

Re: Premises No 7 Tiljala Place (Renumbered as 7A Tiljala place) in ward no 65 under Borough VII

Ref: R.T.I/E&H/62 Dated 15/02/24

Sir,

The instant R.I.T application dated 15/02/2024(enclosed) is here being transferred u/s 6(3) of the R.T.I Act, 2005 since the subject matter regarding Point(c) and Point(d) are closely connected to the functions of the above addressee department.

Thanking you

Sd/-

Executive Engineer(C)
S.P.I.O
Environment & Heritage Department.
SPIO
Environment & Heritage Deptt.
The Kolkata Municipal Corporation

Copy to: Md Humayun Abbas,

51K,Shamsul Huda Road,Kol-17- For your kind information

Abbas

Executive Engineer(C)
S.P.I.O
Environment & Heritage Department.
SPIO
Environment & Heritage Deptt.
The Kolkata Municipal Corporation



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No. EKH/RTI/IG/2024-25 Date 10.06.2024

TO

SP10

Environment & Heritage Dept.
The Kolkata Municipal Corporation

48, Market Street
Kolkata - 700087

Md. Humayun Abbas

51K Shamsid Huda Road

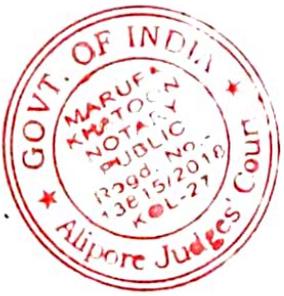
Kolkata - 700017



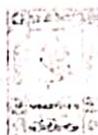
KOLKATA MUNICIPAL CORPORATION

C.P. - 44 - 02.06.2023 - 20,000

14



A-20



OFFICE OF THE ENVIRONMENT & HERITAGE DEPARTMENT
THE KOLKATA MUNICIPAL CORPORATION
48, MARKET STREET, KOLKATA -700 087

Memo No: E&H/RTI/16/2024-25

Date: 10.06.2024

To,
MD. Humayun Abbas
51K, Shamsul Huda Road
Kol-700017

Re: Premises No 7 Tiljala Place (Renumbered as 7A Tiljala place) in ward no 65 under Borough VII

Sir,

As per KMC record, premises namely 7A Tiljala Place (including 7B,7C,7E & 7F Tiljala place upon amalgamation) having area 30K-14Ch-20Sqft and tank area mentioned as 1K-07Ch (1035Sqft)

As per order of higher authority, owner of the questioned premises created 1K-07Ch water body

Hence no action has been taken, as the owner created the water body.

Thanking You

Executive Engineer(C)

S.P.I.O

Environment & Heritage Department.

SPIO

Environment & Heritage Deptt.
The Kolkata Municipal Corporation

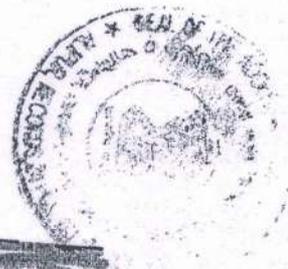
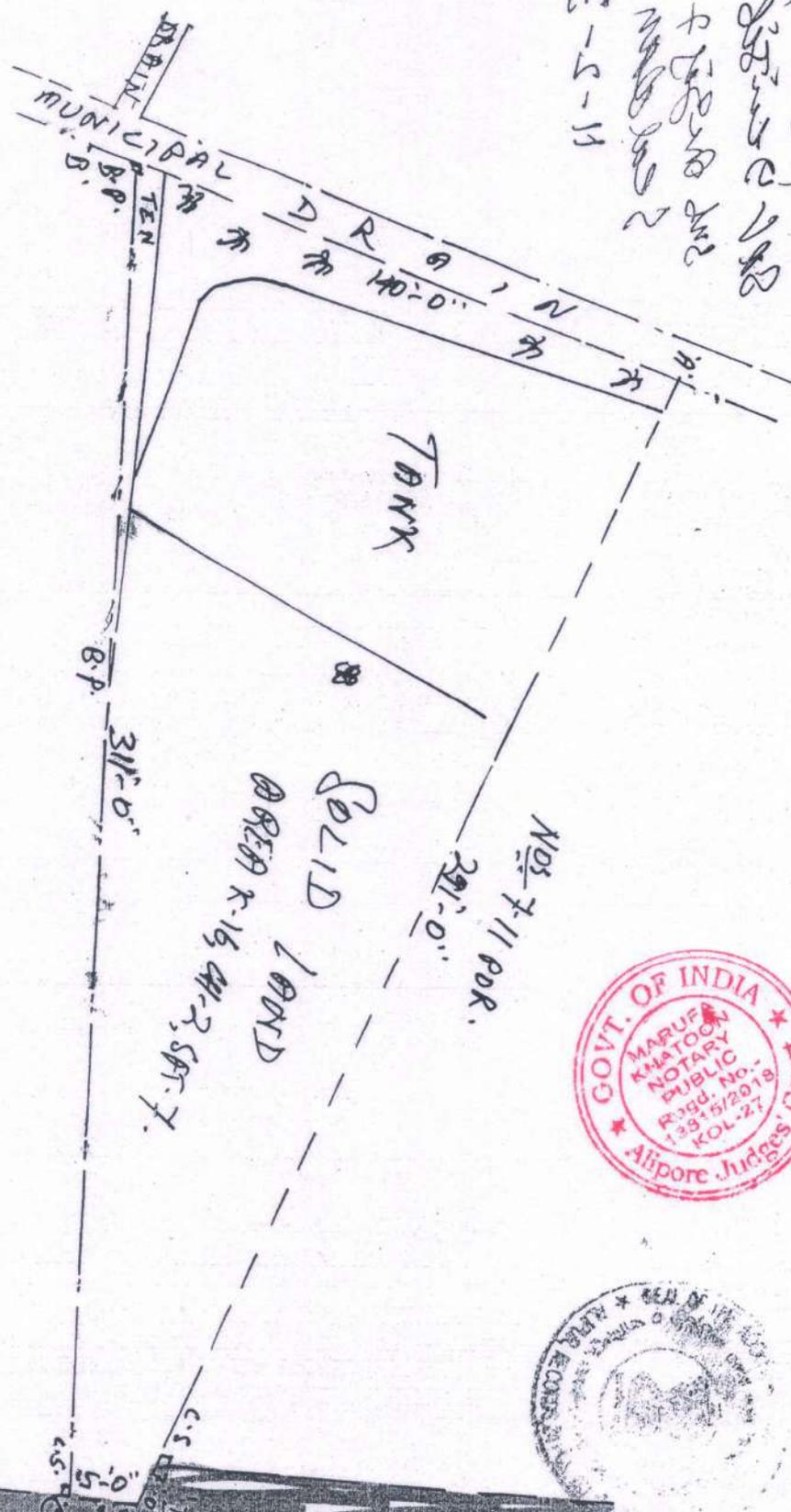


— PORTION OF 7 to 11 TILJALA PLACE —

— SCALE 40 FT = 1 INCH —

DT DEHDATTA MAJRA
BOOK NO. 101
PAGE NO. 808
PATED 30.10.1998

13/5/2018
1E-5-11
MUNICIPAL
DRAIN



129 MAY 2018

SPT Shaikh Mohammad Hashem

SPT Nirmal K. Banerjee

Certified to be a true copy of the original plan

Attached to Document No. 208 ..for 1931

Sd/- of Seal/Signature by MD. SHAJAHAN

18/6/18

TILJALA PLACE

19-4-12

A-27

TRANSLATION IN ENGLISH

No. 208

Sheet No. 126

- 1) Sd/- Shri Nirmal Chandra Banerjee
Sd/- Shri Nirmal Chandra Banerjee
2) Sd/- Shaikh Mohammad Hashem
Sd/- Shaikh Mohammad Hashem

Deed of Patta executed in favour of Shri Shaikh Mohammad Hashem, son of Late Abdul Gafur, by faith Muslim occupation business, resident of No. 7, Dilkhusha Street, P.S. Ballygunge, District 24-Parganas. Patta Executed by : Shri Nirmal Chandra Bandopadhyay son of Late Anukul Chandra Bandopadhyay, by caste Brahmin occupation enjoyment of property, resident of No. 18 Upper Circular Road in the City of Calcutta. This Deed of Patta of tenancy for a stipulated period of 15 years of the land pond and appurtenances under Alipore Collectory is executed to the effect following. In the District of 24-Parans under P.S Ballygunge at ~~Mouza Ballygunge~~, Chowki Alipore, under Sub-Registry Sibahdaha at Mouza Tiljala Village Dihi 55 Gram 5 Division, (H) Sub-Division, Holding No. 260 under Calcutta Corporation premises No. 7 Tiljala ^{Place} ~~the~~ the property mentioned in Schedule ~~ka~~ below more or less 0-16-2-13 cottahs of land sixteen cottahs two chhitaks thirteen square feet of land fit



29 MAY 1964

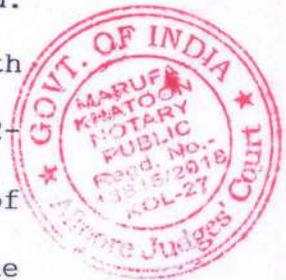
21/3

2

A-28

2

for habitation and about more or less (Second page) (2)
 17 cottahs of pond in total 1-13-2-13 Sq. Ft. one bigha
 thirteen cottahs two chhitaks thirteen square feet is
 the property owned and possessed by me. you having
 prayed for taking on settlement the said land for
 constructing temporary house I being agreeable to the
 same do execute this Patta in your favour under the
 following conditions and admit and promise that: 1) In
 the land mentioned in schedule Ka below the pond
 measuring 17 cottahs which is there you will pay annual
 rent of Rs.30/- (thirty) during the stipulated period.
 2) Excluding the said 17 cottahs of pond with
 embankment in respect of remaining more or less 0-16-2-
 13 sixteen cottahs two chhitaks thirteen square feet of
 land from the first year of stipulated period upto the
 five years you will pay monthly rent of Rs. 24-3 annas
 and after the first five years from the 6th year upto
 the 10th year for 5 years you will pay monthly rent of
 Rs. 28-3-10 pie and from the 11th year upto the last of
 the stipulated period for 5 years you will pay Rs 32-4
 annas by way of monthly rent. 3) In the aforesaid
 manner for the solid land monthly rent will be paid and



29 MAY 2024

2
3

A-29

for the remaining month remain bound to pay rent for 15 years and the rent for the said house etc. you will pay in two equal instalments in the month of Ashwin and Chaitra

Sheet No. 127

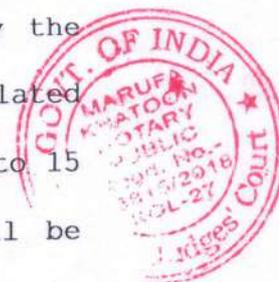
Sd/- Shri Nirmal Chandra Banerjee

Sd/- Shri Nirmal Chandra Banrjee

2) Sd/- Shaikh Mohammad Hashem

Sd/- Shaikh Mohammad Hashem

and you will remain bound to pay the same. 4) In respect of the said land the rent which is there at present and the occupier share tax which is fixed and that will be fixed in future. The rent fixed by the Collector and the tax I shall pay. 5) The stipulated period will start from the 1st February of 1931 upto 15 years that is upto 31st January 1946 and it will be effective upto that time. 6) On the said land you by construction of kuchha house at your own cost and by residing there or by carrying on business will possess the same. It is not be entitled made any Pirosthan Gorosthan (Graveyard) etc. or any pucca construction or will not be entitled to do anything damaging the said land, you will remain if it is done you will remain bound to pay compensation as pr my direction and I



29 MAY 2024

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A-30

shall be entitled to evict you without any notice. If the said work is done within my knowledge or any of the same is done I shall not remain bound by the same. Be it known that after the expiry of the period or within the stipulated period if you are ejected or any reason you will remain bound to return my land together with the four boundaries is present possession and regarding construction of kuchha house whatever is required to be done by Municipality you will do the same and you will remain liable for the same, I shall have no liability or responsibility. (Forth page) (4) Sd/- Shri Nirmal Chandra Banerjee Sd/- Shri Nirmal Chandra Banrjee 2) Sd/- Shaikh Mohammad Hashem Sd/- Shaikh Mohammad Hashem) (7) According to Municipal requisition the drain etc. will have to be done on the said land you will do the same at your own cost. If it becomes necessary I shall bring the drain pipe upto my house and you will get the same, you will construct made privy etc. at your cost if you do not do the same the lost and damage which will be done sand the penalty that will be imposed I shall not be bound of the same.



24

24 APR 2024

A-31

8) The pond on the said land will remain under your possession and by cultivating by fish you can use the fishes and before the expiry of the stipulated period.

9) If the said land or any part of the same is acquired by Calcutta Improvement Trust, Calcutta Municipality or any Company or Corporate Body you will get the compensation for the house and get remission of rent.

10) After the stipulated period is over you by removing the house etc. constructed by you at your cost will make over khas possession of the land without any objection and without any notice and I shall be entitled to get khas possession of the said land and the pond. 11) You by maintaining the boundary of the said land by constructing said kuchha house will possess the said land and if necessary will be entitled to construct house by cutting the earth you will not be entitled (Fifth page) (5) Sd/- Shri Nirmal Chandra Banerjee Sd/- Shri Nirmal Chandra Banerjee 2) Sd/- Shaikh Mohammad Hashem Sd/- Shaikh Mohammad Hashem) you will not be entitled to pirosthan or gorostha (graveyard) if it is done it will liable to be evicted. 12) Save and except monthly tenant and event



129 MAY 2024

25

A-~~82~~

monthly rent you will not be entitled to sublet tenant if it is done the same will be against the agreement and illegal. 13) If it comes to light that the said land and the pond has been settled to any third party then you from the date of taking khas possession will be liable for paying rent. 14) If in future it comes to light that Abote land then you will pay the proportionate enhance the rent. To this import I in sound health out of our own accord without being requested by others do execute this Deed of patta after getting it written. Finis 10th February 1931. Schedule of the property District. 24-pgs. Sub Registry Sibadaha P.S. Ballygunj, Dihi 55 gram 6 division H Sub-Division under Holding No. Current 260 and premises No. 7 Tiljala Place under Calcutta Municipality 1-13-2-13

Sheet No. 129

One bigha thirteen cottahs two chhitaks thirteen Sq. Ft. of land and house etc. North land under this Holding acquired by Calcutta Corporation and passage for going to my land east - Tiljala Place, Public Road (sixth page) (6) Sd/- Shri Nirmal Chandra Banerjee Sd/- Shri Nirmal Chandra Banerjee 2) Sd/- Shaikh Mohammad



29 MAY 2024

[Handwritten signature]

A-33

Hashem Sd/- Shaikh Mohammad Hashem) South land in the share of Suprova Bandopadhyay which is at present No. 51 Shyamsul Haque premises West Public Drain the said land has been marked as A and B C and D in the plan annexed hereto. Expl. At the first page of this Deed in the 5th line from "Patta Data" the word "Balthak Khana" being deleted the word "Upper Circular Road" is written above the line and at the 2nd page in the last line occupier share tax" is written above the line and the 5th page in 18th line "Khusa Street" being deleted ... place is written above the line and at the 6th page in 4th line the figure "1916" is over written and at the 2nd page of this explanation the word "Oppor" is written above the line and at the 2nd page in 13th line and 16th line the word "Masik" is written above the line. Nirmal Chandra Bandopadhyay, Shaikh Mohammad Hashem. Scribe : Shri Keshob Chandra Kapat at present of No. 12 (illegible) Road. Witnesses : 1) Mohit Kumar Mukhrjee, Pleader Alipore 10.2.31, 2) Bimal Krishna Ghosh Pleader, 13 Beltala Road, 10.2.31. 3) Kanai Lal Banerjee 18 Upper Circular Road, 10.02.31. No. 180 dated 24.11.19 sold to Shaikh Mohammad Hashem of

P-7
33

24 APR 2024

A-34

Dilkhusa Street Rs. 18/- Prasanta Dutta Stamp Vendor
Alipore Judges Court 24-Pargans.

True copy
Sd/- Illegible
Sub-Registrar,
11.2.31.

Copied by:
Ershad Hossain
11.2.31
Read by :
Sd/- Illegible
11.2.31
Compared by :
Birendra Nath Chatterjee
11.2.31

Certified to be a true copy :
Sd/- Illegible
Additional District
Sub-Registrar Record
18.04.12

Checked by :
Anita Chakraborty
18.4.12

Registered in Book No. 1 Volume No. 9 from pages 126 to
129 being No. 208 for the year 1931.

Certified to be the English translation of a
Deed of Patta in Bengali.



R. Islam
15.0.29
R. Islam

Rtd. Senior Interpreting Officer (C)
O. S. High Court, Calcutta

129 MAY 1931

ANNEXURE - 'B'
Pg 35

ANNEXURE - 'B'
Pg 35



29 MAY 1934

C. P.-50-4-1-34-65,000.

89931

OCCUPIER'S SHARE.

CORPORATION OF CALCUTTA.

{ Assessor's
Reg. No. 105635

BILL

1st Qr. of 1934-35.

For a moiety of the Consolidated Rate for April, May and June, 1934.

[এপ্রিল, মে এবং জুন, ১৯৩৪ সাল] under Bengal Act III of 1923 as amended by Calcutta Municipal (No. II) Act of 1923.

Premises No. 7 Tiljala Place

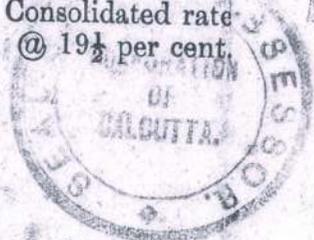
Shri Yacub

or Occupier, Dr.

Ward No.	Street No.	Annual value assessed at Rupees.	UNDER RUPLES.
21	71	43	11

Consolidated rate @ 19½ per cent.

Rs. 10 - 8 - 6



Assessor to the Corporation.
Calcutta, dated 1st April, 1934.

See Reverse.

E. & O. E Received payment.

Collector to the Corporation.

N.B.—Cheques should be made payable to the Collector of the Corporation.

N.B.—If the name on this bill is not the correct name of the occupier, please apply to the Assessment Department, Corporation Building, for the registration of the proper name.

B-36



129 MAY 1935

B-36

O. P.—51—19-12-34—66,300.

114593

CORPORATION OF CALCUTTA.

{ Assessor's
Reg. No.

Q16180

OCCUPIER'S SHARE.

BILL.

1st Qr. of 1935-36.

For a moiety of the Consolidated Rate for April, May and June, 1935.

[এপ্রিল, মে এবং জুন, ১৯৩৫ সাল] under Bengal Act III of 1923 as amended by Calcutta Municipal (No. II) Act of 1923.

Premises No. 7 Tiljala Place

~~Md. Yeakub~~

Md. Yeakub

or Occupier, Dr.

Ward No.	Street No.	Annual value assessed at Rupees.	UNDER RUPEES.
21	71	432	

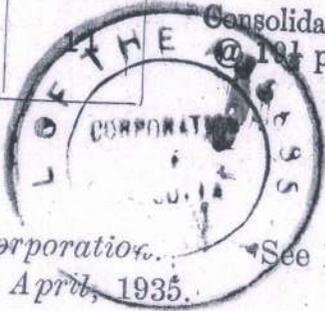
Consolidated rate @ 19 1/2 per cent.

Rs. 10 - 8 - 6

[Signature]

Assessor to the Corporation.

Calcutta, dated 1st April, 1935.



See Reverse.

N.B.—Cheques should be made payable to the Collector to the Corporation.

E. & O. E. Received payment.

[Signature]
Collector to the Corporation.

N.B.—If the name on this bill is not the correct name of the occupier, please apply to the Assessment Department, Corporation Building, for the registration of the proper name.

5/3/35

B-37

B-37



29 MAY 1949

2.-113-16-3-49-77,800.

131007

CORPORATION OF CALCUTTA.

Assessor's Reg. No. 0548

OCCUPIER'S SHARE.

BILL.

2nd Qr. of 1949-50.

For a moiety of the Consolidated Rate and Howrah Bridge Tax for July, August and September, 1949, [জুলাই, আগস্ট এবং সেপ্টেম্বর, ১৯৪৯ সাল] under Bengal Act III of 1923 as amended by Calcutta Municipal (No. II) Act of 1923 and Bengal Act IV of 1926.

Premises No.

7 Tiljala Place.

Md. Hasham.

or Occupier, Dr.

Ward No.	Street No.	Annual value assessed at Rupees.	UNDER RUPEES.
21	89	486	14

Rate @ 22 per cent (Consolidated rate @ 21 1/2 per cent. and Howrah Bridge Tax @ 1/4 per cent.)

Rs. 13 - 5 - 9



AIS

Subbadikey



O. E. Received payment.

A. Roy

18.8.50

Assessor to the Corporation. Calcutta, dated 1st July, 1949.

Acting Receiver or Collector to the Corporation. N. B.—Cheque should be made payable to the Collector to the Corporation.

N. B.—If the name on this bill is not the correct name of the occupier, please apply to the Assessment Department, Corporation Buildings, for the registration of the proper name.

paid by most. J. S. ...

B-38

B-38

Form No. A. 95

THE KOLKATA MUNICIPAL CORPORATION
CENTRAL RECORD DEPARTMENT
COPY OF ASSESSMENT BOOK



7.07.14
K.M.C.

P. - 567 - 14.06.10 - 2,000

Ward No. 21

Street TILJALA PLACE.

Street No. 89

Year	Premises No.	No. of Storeys	Description	Name and Address of Owner	Name of Occupier	Annual Valuation		Date of alteration of annual valuation	Date from which alteration will take effect	Percentage at which the rate is charged	Amount of each share of quarterly rate at 1% percentage 1.4.47	Amount of Rebate	Net amount (Rate minus Rebate)	Remarks
						Tenanted	Occupied by Owner							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
1946-47	7	—	Cor. Hut Land & Tank	B. Peary Mohan Banerjee 24 Blackburn Lane. & B. Nirmal Chandra Banerjee 18 Circular Road Upper Insist Bagum Lutfunnessa 16, Syad Amir Ali Ahanue.	Md. Hasham	—	1146 793	30.11.50	1.10.50	—	31-8-3 21-13-x	—	—	—

Typed by: ANADI DEBNATH

Central Municipal Office

Kolkata the 03.07.2014 20



Certified true copy

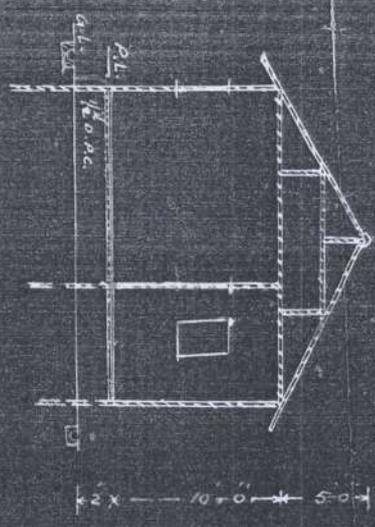
Checked & Verified

28/7/14
H. M. Assistant
Central Records Department
K.M.C.

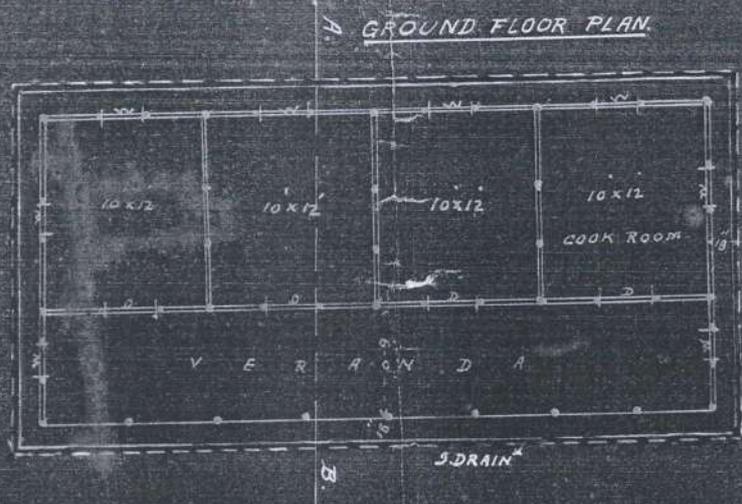
Supdt. of Records
Supdt. of Records
K.M.C.

— PROPOSE PLAN OF C.I. ROOF —
— AT NO 7 TILJALA PLACE —
— SCALE 8 FT = 1 INCH —

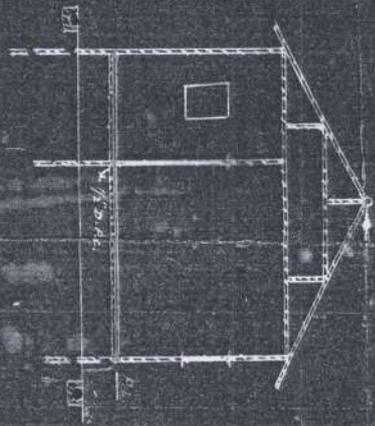
EXPLAN TO BE USED



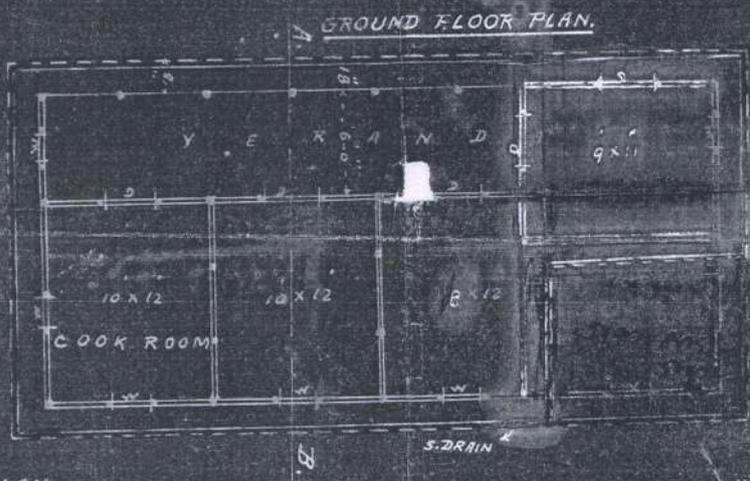
SECTION ON A-B.



A. GROUND FLOOR PLAN.

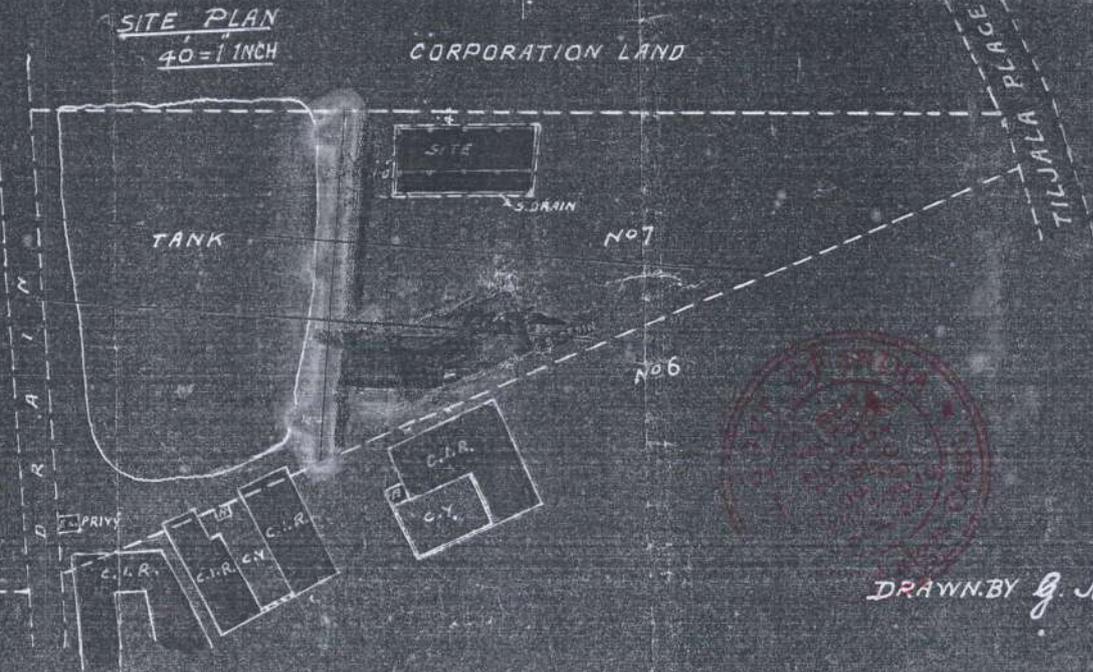


SECTION ON A-B.



A. GROUND FLOOR PLAN.

SITE PLAN
40 = 1 INCH



OWNER
7 DILKUSH ST.

DRAWN BY G. Mohan

129 MAY 2024

B-39

ANNEXURE - 'C' No 40

Book 1 VOL 25 Page 72 to 80 Deed 643

S.R. Sealpak



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

13AA 635855

577

5.50
7.00
13.50
x
26.00

H. Abbas
 4K
 10K
 10K
 26K
 30K
 15/1/13

9/1/13



29 MAY 2014

Amitadas
15/1/13

C-41

No 643

Stamp 200 Rs.
Stamp 200 Rs.
Stamp 2 Rs. 8 As.

Bengal Forms Nos. 1485 & 1486.

Stamped under the Indian Stamp Act 1899 as amended by Act III of 1923 Schedule I A No. 2, 3 and by section 82 (1) of the Calcutta Improvement Act 1911. Stamp duty paid under the Indian Stamp Act 1899 as amended by Act III of 1923 Rs. 277. As. 8. additional duty paid under the Calcutta Improvement Act Rs. 27. As. 8. paid in excess Rs. 4.02. As. 7. Fee paid in excess

A Rs 50-
Do N Rs 2-
Total Rs 52-

Sd. J.K. Banerjee
Sub-Registrar of Sealdah
7.4.45

This indenture made this seventh day of April in the year of Christ one thousand nine hundred and forty five between Nirmal Chandra Banerjee son of Anukul Chandra Banerjee deceased by caste Brahmin by occupation landholder residing at No. 18 Upper Circular Road, in the town of Calcutta, hereinafter called the vendor which term unless excluded by or repugnant to the context he deemed to include his heirs executors administrators representatives and assigns of the one part and Begum Lutfunnesa wife of Khan Sahib Moulvi Wahid Uddin Aman by faith Muslim, by occupation land-lady, residing at No. 16 Syed Amir Ali Avenue Police Station Ballygunge, District 24 Parganas, in the Sub-town of Calcutta hereinafter called the purchaser, which term unless excluded by or repugnant to the context shall be deemed to include his heirs executors, administrators representatives and assigns of the other part; where as peary Mohan (Page 2) (27) Mohan Banerjee who during his lifetime and at the time of his death was government by the Dayshag school of Hindu Law did seized and possessed of various properties both moveables and immoveables including the property more fully and particularly described in the Schedule A written hereunder and now known as 7 Tiljala Place, in the town of Calcutta for partition, leaving behind him two sons Anukul Chandra Banerjee and Supratul Chandra Banerjee as his



Witness to the deed

Presented for registration at 12. P. M. on the 7th day of April 1945 at the

his and legal representatives who were in joint possession and enjoyment

of Sealdah
7.4.45

and immovables including the property ~~mentioned~~ ^{described} in the Schedule A written hereunder and now known as 7
Tiljala Place, within the Calcutta Corporation, leaving behind him two
sons Anukul Chandra Banerjee and Supratul Chandra Banerjee as his

173
42



Presented for registration
at 11.30 A.M. on the 7th
day of April 1945 at the
Sealdah Sub-Registry Office (or
at)
by Nirmal Chandra Banerjee
executant/one of the executants/
claimant/one of the claimants/
attorney for.....
.....
executant or claimant under a
Power of attorney No.....
for..... authenticated by the.....
Registrar of.....

Witness by or by order

N. K. Banerjee
Sub-Registrar of Sealdah
7.4.45

Execution is admitted
by Nirmal Chandra Banerjee
attorney of late Anukul
Chandra Banerjee of 18 Upper
Road
Calcutta
District
by casts
by profession and holder

T.9
1770
Witness by or by order

him and legal representatives who were in joint possession
of the same; and whereas Anukul Chandra Banerjee died intestate
about 28.8.1908 seized and possessed of the aforesaid properties including
the property as per ^{the} Schedules A written hereunder leaving behind
him the vendor as his only son as husband legal representative; and
whereas Supratul Chandra Banerjee brought a suit for partition against the vendor
being title suit No 60 of 1911 of the First Court of Subordinate Judge
at Alipore in the District of 24 Parganas; and whereas a final
decree (Page 3) (3) Witness by or by order decree was passed in the said suit in
terms of the Commissioner's report on or about 18th day of December
1912; and whereas the property described in the Schedule A written hereunder
along with other properties was allotted to the share of the vendor to the
extent of sixteen aunas; and whereas as the vendor is seized and possessed
of the property described in the Schedule A written hereunder in his
own right title and interest; and whereas the said Anukul Chandra
Banerjee died leaving also his second wife Srimati Sushuma Sundari Devi
whereas the said Srimati Sushuma Sundari Devi brought a suit being title
No. 182 of 1909 in the First Court of Subordinate Judge at Alipore
the District of 24 Parganas for declaration of her title to name
tenancies from the estate of Anukul Chandra Banerjee deceased; and



Instant
M. B. B. B. B. B.
Sub-Registrar of Calcutta
7.4.45

of 11 Bilkusha Street and more fully and particularly described in the Schedule A written hereunder and whereas by an agreement dated the 19th day of May 1944 the said vendor agreed to sell to

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C-44

643
1945

the purchaser the said premises No 7 Tiljala Place consisting of land including a tank at or for the price of Rs. 11471/8/3 at the rate of Rs 500/- per cottah for land and Rs 200/- per cottah for the tank and had received Rs 1000/- (Rupees one thousand only) by way of earnest and in part payment of the consideration money and whereas since the date of the said partition in Title Suit No 60 of 1911. the vendor is in absolute and undisturbed possession of the premises hereby intended to be sold now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs 11471/8/3 to the vendor paid by the purchaser immediately before the execution of these (Page 5) (5) presents (the receipt whereof the vendor both hereby admit and acknowledge) the said vendor by these presents irrevocably grant convey transfer and assign unto the purchaser all that garden land and including a tank by measurement 1 Barga 13 Cottahs 2 Chittahs and 13 Sqr. ft. more or less being principal premises No 7 Tiljala Place and part of 11 Bilkusha Street in the suburbs of the town of Calcutta in Division 5 Subdivision H District of Calcutta in the possession of the Government Khast Mahala holding No 230 more fully and particularly described in the Schedule A written hereunder or howsoever otherwise the said property now are or is here to fore were or was



or thing whatsoever by the vendor or any person or his predecessors
or ancestors in title done or executed or knowingly suffered to be
contrary to the said vendor now hath the good right full power absolute

C-46

authority and indefeasible title to grant sell convey and transfer the
said property hereby granted sold conveyed and transferred or expressed
or intended so to do, unto and to the use of the purchaser in
the manner aforesaid and that the purchaser shall and may at all times
hereafter peaceably and quietly possess and enjoy the said property and
receive the rents issue and profits thereof without any lawful eviction
interruption claim or demand from or by the vendor or any person or
person lawfully or equitably claiming from under or in trust for him
or from or under any of his ancestors or predecessors in title
and that free from encumbrances and fully and clearly absolutely acqui-
tices exonerated and released or otherwise by and at the costs and
expenses of the vendor well and sufficiently indemnified of from and
against all and all manner of claims charges liens debts attachments and encumbran-
ces whatsoever made or suffered by the vendor or any of his ancestors or
predecessors in title or any person or persons lawfully or equitably claiming
as aforesaid and further that the vendor and all persons having or lawfully or
equitably claiming any estate or interest whatsoever in the said property
any part thereof from under or in trust for them or from any of
predecessors or ancestors in title shall and will from time to time
at all time hereafter at the request and cost of the purchaser



643
1763

(6)
under
S. 12
retyped
S. 12

C-47

Bengal Forms Nos. 1485 & 1486.

do and execute or cause to be done or executed all such acts deed and thing whatsoever for further or more perfectly assuring the said premises (page 7) (Vendor by agreement) premises and every part thereof unto and to the use of the purchaser as shall or may be reasonably required and further that the purchaser shall be at liberty to receive rents from the tenant in occupation from 16th March 1948 the tenant having paid all arrears of rent to the vendor up to 15th March 1948 and the vendor shall also pay the Municipal taxes of the Corporation up to date of execution of these presents. In witness whereof the vendor hath hereunto set and subscribed his hand and seal on the day and year above written. All that piece and parcel of collectorate rent redeemed (and by measurement 16 cottas 2 chataks and 13 sq. ft. more or less including a tank by measurement 17 cottaks more or less in all 1 Bigha 13 cottas 2 chataks and 13 sq. ft. more or less in Diki Panchanagarau Division 5 Subdivision #1 in Town No. 2833 lease holding No 260 (old) No 126 (new) of Government Khash Mahal P. S. Ballygunge, Sub Registry Seal dah in the District of 24 Parganas within the Municipal limits of the Calcutta Corporation being portion of premises No 7 Tiljala Place and part of the Bikhsha street formerly portion of premises No 7 Tiljala 2nd lane with all trees and rights of easements appurtenance and part



... bounded as follows:- on the North Calcutta Corporation

C-49

Bengal Forms Nos. 1485 & 1486.

of High Court Calcutta Collectorate Treasury The 20-3-1943	sd. H. G. H. for
Treasurer IC 2-8-1C 200 IC 200 // 402-8- No 3440 Sold to Mr G	
Atam of High Cal Calcutta Collectorate Treasury the 20.3.1944 sd H. G. H. for	
Treasurer IC 2-8-1C 200 IC 200 // 402-8- No. 3440 Sold to Mr.	
G. Atam AD of High Court Calcutta Collectorate Treasury The 20.3.1944	
sd. H. G. H. for Treasurer.	True copy
Copy by Hain Padu Bore on 20.4.45	Signature
Copy by Siva Prasad Halder on 20.4.45	
Copy partly Partly H. Bore 20.4.45	

Registered in
 Book No. 1
 Volume No. 25
 Pages 72 to 80
 Being No. 643
 For the Year 19.45

N 1-5
 (Seal)

sd. Jitendra Kumar Banerjee
 Sub-Registrar of Saldah
 20.4.45

Copy by
 Hain Padu Bore
 on 20.4.45

Copy by
 Siva Prasad Halder
 on 20.4.45

Copy by
 Siva Prasad Halder

Sub-Registrar of Saldah



CERTIFIED TO BE A TRUE COPY

ADDL. DIST. SUB-REGISTRAR (RECORDS)
ALIPORE, 24 PGS. (S)



CHECKED BY

15/1/13

Stamp 60 Rs
 Stamp 4 Rs

This adventure of conveyance made the 9th day of April one thousand nine hundred and forty five between Shri. Ch. Abdul Wahid son of Shri. Taim al-... Hus-

Sealdah Year 1990 Book 1 vol 12 Page 71 to 90 Deed No 480 'D'

ANNEXURE - D

Pg - 50



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

58AA 646601

Ref. 708/412
7/2/13



709/266
7/2/13

21.00

12.00

30.00

2.00
2.00
21.00
12.00
10.00
10.00

709/266
7/2/13



63.00

Addl. Dist Sub-Registrar
Sealdah, South 24 Parganas

2/02/13

12/02/13

12 9 MAY 2024

Book - 1-M-12-fox-21-90 - vol. 480 - no-1990 - Sealbahar

D-51

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

66AA 644487



Ref. 3107/1920
5/6/13

3108/1189
5/6/13 Only Pam.

4.00

4.00

2.00
2.00
4.00
4.00
3108/1189
5/6/13
10.00

GOVT. OF INDIA

130.00

138.00



10/06/13

Addl. Dist Sub-Registrar
Sealdah, South 24 Parganas

10/06/13

29 MAY 2014

D-52

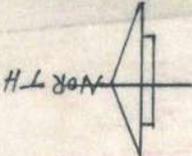
DEED PLAN OF PRE. NOS 7A, 7B, 7C, 7D, 7E & 7F, TIKTAKA PLACE, CALCUTTA. SCALE = 30' = 1.



certified to be a true copy of the original plan attached to deed No. 480 for the year 1990 of A. D. S. S. Sealadah

Appl. Dist Sub-Registrar Sealadah, South 24 Parganas 10/06/13

10-18-20
স্বাক্ষর করিয়া স্ত বৈধনুসে
বিক্রী ডিস্ট সাব-রেজিষ্টার
সেই ডি. ক. বঙ্গ



29 MAY 2014

60'-0" WIDE DR. BIRESH SUHA STREET FORMERLY DIK KUSHA STREET.

OWNERS OF PRE. NOS. COMMON PASSAGE

26/A, DR. BIRESH SUHA STREET.

28/A, DR. BIRESH SUHA ST.

34, DR. BIRESH SUHA ST.

7/11 TIKTAKA PLACE.

NO 7A, TIKTAKA PLACE. LAND AREA: 4K-8CH. 60 SQ.FT. (APPROX) Ex. I. Budy. 58'-0"

NO 7B, TIKTAKA PLACE. LAND AREA: 5K-8CH. 00 SQ.FT. (APPROX)

NO 7C, TIKTAKA PLACE. LAND AREA: 4K-8CH. 05 SQ.FT. (APPROX)

NO 7D, TIKTAKA PLACE. LAND AREA: 5K-8CH. 38 SQ.FT. (APPROX)

NO 7E, TIKTAKA PLACE. LAND AREA: 4K-8CH. 05 SQ.FT. (APPROX)

NO 7F, TIKTAKA PLACE. LAND AREA: 4K-8CH. 05 SQ.FT. (APPROX)

NO 7G, TIKTAKA PLACE. LAND AREA: 5K-8CH. 00 SQ.FT. (APPROX)

NO 51, SHAM SUK HODA ROAD

Prepared by D. Mukherjee. DEBRAJ MUKHERJEE 10/06/13
PLAN MADE BY A. D. S. S. Sealadah.



D-5X

24 Pgs.

of Grant - (2nd page) of Grant. This Indenture made
 this 2nd day of May 1990 A.P. at One thousand
 one Hundred ninety Amongst i) Niru-
 ram Guha Thakurta, son of late Shri
 Golodh chandra Guha Thakurta, Hindu
 landholder, ii) Jagannath Guha thaku-
 rta, son of late Sudhir chandra
 Guha Thakurta contd. a. (Age is ^{TRNE} ~~70~~)
 Hindu service holder iii) Bis-
 ranath Guha Thakurta, son of
 late Sudhir chandra Guha Thakurta,
 Hindu service holder, all residing
 at 7C, Tiljala place, Police Stati-
 on, Karaya Postal Zone, Calcutta
 700017, iv) Sumra Roy, wife of Amare-
 ndra Nath Hindu House-wife residi-
 ng at 66A, Pratapaditya place, P.S.
 Tollygunge, Calcutta-700026 and (v)
 Sipra Ghosh, wife of Indulhusan Ghosh
 Hindu House-wife, residing at Block
 B-10, Flat no. 6, Indroloke Housing
 Estate P.S. Chitpur, Calcutta-700002,
 hereinafter collectively referred to
 as "the Parties of First" (which
 term or expression shall unless
 otherwise excluded by or repugnant
 to the context or subject be
 deemed to mean and include
 their and each of their respective
 heirs executors administrators

M...



29 MAY 1990

Nirupam Guha Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER Ajay Dutta (Rd)
(READER)

COPY OF DOCUMENT NO. 450

COMPARED BY T. Mukherjee
(EXAMINER) J.S.S.

OF (YEAR) 1990 BOOK NO. I

CONTAINS 10 SHEETS/SHEET

NAME OF THE COPY-WRITER
S. Chai (Dn)

SUB-REGISTRAR/REGISTRAR

DISTRICT _____

representatives and assigns) of the First Part And (i) Birash Chandra Thakurta, son of late Ariseesh ch. Chandra Thakurta Hindu service holder, 48/36 B, South Sinthi, P.S. Cossipur, Calcutta - 50 ii) Smt. Indira Bose of 79. Birashwar Chatterjee Street, P.S. Bhadrakali, Dist - Hooghly wife of Shri Ashis Baran Bose, Hindu, House-wife and (iii) Smt. Sanjukta Chandra Thakurta daughter of late Sailosh ch. Chandra Thakurta Hindu House-wife, residing at 48/36 B, South Sinthi, P.S. Cossipur, Calcutta - 50 referred to as "the Parties of the Second Part" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their and each of their respective heirs, executors administrators representatives and assigns) of the Second Part And (i) Jagannath Chandra Thakurta, son of late Sudhir ch. Chandra Thakurta, Hindu service holder, contd - 3 (Page no ^{four} ~~three~~) 3 - ii) Biswanath Chandra Thakurta, son of late Sudhir ch. Chandra Thakurta Hindu service holder, both resi

Niranjan Chandra Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



29 MAY 2024



7D-55

24090

ing at 7C, Tiljala Place, Police
Station: Karaya Postal Zone, Calcutta-700017 and iii) Surera Roy, wife of Shri Amarendra Nath Roy, Hindu House-wife residing at 86-A, Pratapaditya Place, P.S. Tollygunge, Calcutta-700028 and iv) Sipra Ghosh, wife of Indu Bhushan Ghosh, Hindu House-wife, residing at Block - B10, Flat - 6, Indralake Housing Estate, P.O. Chitpur, Calcutta-700002, hereinafter collectively referred to as 'the parties of the Third Part' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their and each of their respective heirs executors administrators representatives and assigns) of the Third Part whereas by a final decree dated the 4th day of February 1985, passed by Sri S.B. Aich, the learned subordinate Judge, 2nd court at Alipore in Title Suit no. 216 of 1979 the suit property being All that the two-storied brick building together with the piece or parcel

Nirupam G. Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER	A. Datta (Adv)	COPY OF DOCUMENT NO.	480
	(READER)	OF (YEAR)	1990
COMPARED BY	P. Mukherjee (EXAMINER)	BOOK NO.	F
		CONTAINS	SHEETS/SHEET
NAME OF THE COPY-WRITER	S. Chami (On)	SUB-REGISTRAR/REGISTRAR	



29 MAY 2024

~~D-56~~

DISTRICT _____

Of land thereunto belonging
whereon or on part whereof the
same is created and suit could
involving an area of 1 (one) Bigha
17 (seventeen) cottahs, be the same
a little more or less, comprised
in and being Premises no. 7,
Tiljala Place, Police Station, Ka-
raya, contd. - 4. (Page no ¹¹³ 707) - 4 -
Calcutta was divided and demarca-
ted by metes and bounds on
the basis of a compromise Peti-
tion filed by the Parties to the
said suit and the said compromise
Petition formed part of the said
final decree And whereas by the
said final decree, the said Prem-
ises no. 7, Tiljala Place, Calcutta
was divided and demarcated by
metes and bounds into seven
plots viz lot 'A', lot 'B', lot 'C',
lot 'D', lot 'E' and lot 'F' And
whereas for the purpose of appro-
ach etc and other facilities for
enjoyment of the said six plots,
three common passages have also
been provided by virtue of the
said Partition and the said seven
plots and the three common passages
have been clearly delineated in the

Nirupam Gita Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



29 MAY 2024



24090

7D-5

... or map annexed to the court
... petition filed in the
... suit, which formed part of
... the aforesaid final decree And
... areas out of the said two con-
... passages, one is meant for three
... viz, lot 'C' lot 'D' and lot
... 'E' and the other for two plots
... viz, lot 'A' and lot 'B' and the remain-
... plot lying lot 'E' having
... from the main road no
... separate passage has been provided
... for approach to and other facilities
... for enjoyment of the said plot
... lying lot 'E' And whereas after
... the said final decree, the parties
... to the said suit obtained the
... respective allotments and
... thereupon they applied for separation
... and mutation of their respect-
... names in respect of their
... respective allotted portions before
... the Calcutta Municipal Corporation
... And whereas contd-5 (Page no 7122)
... on separation and mutation
... the said premises no - 7, Tiljala
... Place, Calcutta was re-numbered
... as premises nos. 7A, 7B, 7C, 7D,
... 7E, and 7F Tiljala Place, Calcutta
... And whereas by virtue of the

Nirupam Gula Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

A. Datta (rdw)
(READER)

COMPARED BY {
T. Mukherjee
(EXAMINER) J.S. Sen

COPY OF DOCUMENT NO. 480
OF (YEAR) 1990 BOOK NO. F
CONTAINS 10 SHEETS/SHEET

NAME OF THE COPY-WRITER
S. Chani (on)

SUB-REGISTRAR/REGISTRAR



29 MAY 1990

D-~~8~~

aforesaid events the parties of
 the First Part became the absolute
 owners of All that the two-
 storied brick built building
 together with the piece or parcel
 of land thereunto belonging whe-
 reon or on part whereof the same
 is erected and built containing
 an area of 4 (Four) cottaks be-
 the same a little more or less
 comprised in and being premises
 no. 7C, Tiljala Place, Calcutta
 more fully and particularly men-
 tioned and described in the First
 schedule hereunder written, deli-
 neated in the plan or map annu-
 xed hereto bordered in red
 hereinafter referred to as the
 said 7C, premises, and similarly
 the parties of the Second Part be-
 came absolute owners of All that
 the piece or parcel of vacant land
 measuring 5 (Five) cottaks & 2 (two)
 chittaks be the same a little
 more or less, comprised in and
 being premises no. 7D, Tiljala
 Place, Calcutta more fully and
 particularly mentioned and des-
 cribed in the second schedule
 hereunder written, delineated in

Nimphu Guba Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY

(READER)

(EXAMINER)

NAME OF THE COPY-WRITER



29 MAY 2014



DISTRICT 24000

7D X

The Same plan or map annexed
 hereto bordered in green verge,
 is also the hatched portion bor-
 dered in Pink verge hereinafter
 referred to as "the said 7D Pre-
 mises" and thus the Parties of
 the Third Part became the also-
 sole owners of All that the piece
 or parcel of vacant land measur-
 ing 1 (four) cottahs 6 (Six) chi-
 thaks the same a little more
 or less, comprised in vol. 6
 page no ~~500~~^{Seven}-6- and being Premises
 no. 7E, Titijala Place, Calcutta more
 fully and particularly mentioned
 and described in the Third Schedule
 hereunder written, delineated in
 the same Plan or map annexed
 hereto bordered in blue verge,
 hereinafter referred to as the
 said 7E Premises' And whereas
 the Parties of the First Part, the
 Parties of the Second Part and
 the Parties of the Third Part are
 now seized and possessed of or
 otherwise well and sufficiently en-
 titled to All that the said 7C
 Premises, the said 7D Premises
 and the said 7E Premises respec-
 tively And whereas the Parties

Hirajun Bhatnagar
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER A. Dutta (Adv)
(READER)

COPY OF DOCUMENT NO. 480
OF (YEAR) 1990 BOOK NO. 7
CONTAINS 10 SHEETS/SHEET

COMPARED BY {
(EXAMINER)

NAME OF THE COPY-WRITER S. Chami (Dn)

SUB-REGISTRAR REGISTRAR



29 MAY 1990

D-50

Hereby having taken a decision
 to develop their respective plots
 and/or lots obtained by them
 by virtue of the said final decision
 discussed amongst themselves re-
 garding the viability of such
 development of their respective
 plots and on such discussion they
 took a decision and/or agreed
 to render the common passage
 meant for their plots and/or lots
 with a view to give a proper
 shape of such development there-
 to. Now this Indenture witnesses
 that in pursuance of the said
 agreement and in consideration
 of the sum of Rs. 500/- (Rupees
 Five Hundred) only paid jointly
 by the parties of the First Part
 and the parties of the Third
 Part, hereinafter referred to as
 "the grantees" to the parties of
 the Second Part, hereinafter re-
 ferred to as "the grantors" (the
 receipt of which the grantors
 hereby con-^{firm} (Page no ~~seven~~ 7-
 acknowledge), they the grantors he-
 reby grant to the grantees Full
 And Free right and liberty for
 the grantees as well as for their

Narayan Gita Thakurta
 SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
 (EXAMINER)

NAME OF THE COPY-WRITER



29 MAY 1964



24990

7

D-5

respective successors in-title and/or occupiers, tenants, servants, workmen, visitors and all other persons authorized by the grantors herein common with the grantors and others having the like right at all times hereafter to pass and repass with laden or unladen carts, carriages or other vehicles of any description over the hatched portion bordered in pink verge as shown in the annexed plan hereto And that the grantors and the grantees shall henceforth use in like manner as stated hereinbefore the common passage leading from the municipal road called Dr. Bires Chandra Street (formerly Dilkusha Street) to premises no. 7B, Tiljala Place measuring a width of 12'-00" (Twelve feet) at its starting point and having width of 12'-00" (Twelve feet) at the end that is to say at premises no. 7B, Tiljala Place, as has been shown in the plan or map annexed hereto bordered in yellow verge together with the hatched portion bordered in pink verge for the purpose of ingress

Sirpanch Gopal Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER A. Dutta (rd)

COPY OF DOCUMENT NO. 480

(READER)

OF (YEAR) 1990 BOOK NO. I

COMPARED BY { Tinku (rd)
(EXAMINER) S. S. Chakrabarti

CONTAINS 10 SHEETS/SHEET

NAME OF THE COPY-WRITER S. Chakrabarti (Dr)

SUB-REGISTRAR/REGISTRAR



129 MAY 1990

~~D-88~~

and egress concerning the said pre-
 mises nos. 7C, 7D and 7E Tiljala place
 Calcutta to reach the public road
 called Dr. Biresh Chha Street (former
 Dil Kasha Street) and for the purpose
 of enjoyment of all easementary right
 of cloth the grantors and the gran-
 tees to hold the same for all time
 to come and that the said common
 passage after its having been ac-
 -erided by virtue of these presents there-
 shall be a reduction in the contd-8
 (Page no 3^{MIN} eight) -8- area of the said
 Premises no. 7D, Tiljala place from
 5 (Five) cottahs 8 (eight) chittaks to
 5 (Five) cottahs 2 (two) chittaks
 be the same a little more or less
 and that the said common passage
 as bordered in yellow verge after
 its being thus widened together
 with the hatched portion as border-
 -ed in pink verge as depicted in
 the plan or map annexed hereto
 has been more fully and particu-
 larly described in the Fourth schedule
 hereunder written and that the
 parties hereto shall have common
 rights over the said widened com-
 mon passage for all times to come
 The first schedule above referred

Nirupam Gopal Thakurta

SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER





REGISTRATION NO. 2480

That the two-storeyed brick
 built building together with the piece
 or parcel of land thereunto belonging
 thereon or on part whereof the same
 is erected and built containing
 an area of 4 (Four) cottahs be
 the same a little more or less com-
 prised in and being premises no.
 7C, Tiljala Place formed out of
 the mother premises no. -7, Tiljala
 Place, Police Station: Karaya, Postal Zone
 Calcutta - 700017 within the municipal
 limits of the Calcutta Municipal Cor-
 poration in the District of South
 24-Parganas together with and in-
 cluding the right to use the common
 passage on the western side of
 the said premises no. 7C, Tiljala
 Place, starting from the Public road
 called Dr. Biresk Senha Street (form-
 erly called - 9. (Page no. ^{Ten} ~~Nine~~) -9- Dilkusha
 Street) and ending at Premises no.
 7B, Tiljala Place and the said prem-
 ises no. 7C, Tiljala Place has been
 shown and/or delineated in the plan
 or map annexed hereto, bordered
 in red verge, sketched and bounded
 in the manner following, that is
 to say: - on the north it By Pre-
 mises no. 28A, ^{Dr.} Biresk Senha Street;

Vishwan Gula Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

A. Datta (rd)
(READER)

COPY OF DOCUMENT NO. 480

OF (YEAR) 1990 BOOK NO. 7

COMPARED BY: T. Mukherjee
(EXAMINER) J. S. Sen

CONTAINS 10 SHEETS/SHEET

NAME OF THE COPY-WRITER

S. Chatterjee (on)

SUB-REGISTRAR/REGISTRAR



DISTRICT _____

On the East:- Partly by common passage meant for premises nos. 7A and 7B, Tiljala Place and partly by premises no. 7B, Tiljala Place; on the South:- By premises no. 7B, Tiljala Place And on the west By common passage meant for premises nos. 7C, 7D, and 7E Tiljala Place. Or Howsoever otherwise the same may be levied and levied known numbered called described and/or distinguished. The second Schedule Above- Referred To:- All that the piece or parcel of vacant land measuring 5 (five) cottaks 2 (two) chittaks, i.e. the ^{same} a little ^{more} ~~more~~ ^{or} ~~or~~ ^{less} ~~less~~ (Page no ~~7~~ ¹⁰) - 10- more or less, comprised in and being premises no. 7D, Tiljala Place formed out of the mother premises no. 7, Tiljala Place, Police Station; - Karaya Postal Zone; Calcutta - 700012 within the municipal limits of the Calcutta Municipal Corporation in the District of South 24-Parganas together with and including the right to the common passage on the Eastern side of the said premises no. 7D, Tiljala Place, starting from the Public Road called Dr. Biresch Chandra

Narayan Gaba Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



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NAME O
NAME O



DISTRICT 24480

Street (formerly Dilkusha Street) and ending at Premises no. 7B, Tiljala place and the said Premises no. 7B Tiljala place has been shown and/or delineated in the plan or map annexed hereto bordered in green verge and also the hatched portion bordered in pink verge, demitted and bounded in the manner following that is to say:-

On the north:- Partly by premises no. 26A, Dr. Biresch Ghosh Street and Partly by common passage meant for premises nos. 7C, 7D, and 7E, Tiljala place;

On the north:- Partly by premises no. 26A, Dr. Biresch Ghosh Street and Partly by common passage meant for premises nos. 7C, 7D and 7E, Tiljala place;

On the East:- By common passage meant for premises nos. 7C, 7D and 7E Tiljala Place;

On the South:- By premises no. 7E Tiljala Place And.

On the west:- By municipal road lying Dr. Biresch Ghosh Street (formerly Dilkusha Street) contd.

11 (Page no. ^{twelve} ~~eleven~~) - 11 - Or Hoarsoe-
 were otherwise the same may be demitted and bounded known and unlabeled called described and/or

D-65

SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

A. Dulla (M.A.)
(READER)

COMPARED BY

T. M. ...
(EXAMINER)

NAME OF THE COPY-WRITER

P. Chami (by)

COPY OF DOCUMENT NO. 480

OF (YEAR) 1990 BOOK NO. I

CONTAINS 10 SHEETS/SHEET

SUB-REGISTRAR/REGISTRAR





REGISTRATION DEPARTMENT
WEST BENGAL
2480

and 7E) Tilijala Place and Partly
 by premises no. 7B, (D) Tilijala Place,
 - 12. (Page no ^{Thirteen} ~~Twelve~~) - 12 - on the
 south: - Partly by premises no. 7B,
 Tilijala Place and Partly by Premises
 no. 7E, Tilijala Place and on
 the west: By municipal road called
 Dr. Bisesh Gupta Street (formerly
 Dilkusha Street) or Howsoever
 otherwise the same may be called
 and described known numbered
 called described and/or distinguish-
 shed. The Fourth Schedule A here
 referred to All that the common
 passage as aforesaid by virtue of
 these presents and meant for pre-
 mises nos. 7C, 7D and 7E. Tilijala
 Place, Calcutta - 700017 having 12'00"
 (Twelve Feet) width at the starting
 point that is to say at and from
 the municipal road called Dr.
 Bisesh Gupta Street (formerly Dil-
 kusha Street) and ending with
 width of 12'00" (Twelve Feet) at
 premises no. 7B, Tilijala Place deli-
 neated in the plan or map annexed
 hereto bordered in yellow verge
 together with and including the
 hatched portion bordered in pink
 verge. In witness whereof the Part

Nimpar Gula Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER *A. Datta (Adv)*
(READER)

COMPARED BY { *T. Munkhye*
(EXAMINER) *J.S.S.*

NAME OF THE COPY-WRITER *S. Chauri (Dn)*

COPY OF DOCUMENT NO. 480
OF (YEAR) 1990 BOOK NO. I
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Thakurta 3) Biswanath Gukha Thakur
rata. 4) sd Sipra Ghosh. 5) Suleha
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by the Parties of the First Part
within named at Calcutta in the
the presence of: 1) sd Misith Ranjan
Choudhuri 2) sd Ajay Datta Adversat
High Court, Calcutta. 1) sd Bireesh ch
Gukha Thakurta alias Bureesh Gukha Tha
- kurta (2) 3) ^{Indira} ^{Bose} sd Sangukha Gukha alias
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in the presence of: 1) sd Misith
Ranjan Choudhuri 2) sd Ajay Datta Ad
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sd Jagannath Gukha Thakurta 2)
Biswanath Gukha Thakurta 3) sd
Sipra Ghosh. 4. sd Sulehara Ro
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by the Parties of the Third
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in the presence of: 1) sd Misith
Ranjan Chudhuri 2) Ajay Dutt a

Nisupan Gukha Thakurta
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



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under Seal of A.D.-S. R. Office.
Shyamali Chaki (D.A.)

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SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

A. Dutta (A.D.)
(READER)

COPY OF DOCUMENT NO. 480

OF (YEAR) 1990 BOOK NO. I

COMPARED BY: S. Chakraborty
(EXAMINER)

CONTAINS 10 SHEETS/SHEET

NAME OF THE COPY-WRITER

S. Chakraborty (D.A.)





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	I	NO	743		
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SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

A. Datta - (Adv)
(READER)

COMPARED BY {
T. Mukherjee
(EXAMINER)

NAME OF THE COPY-WRITER

S. Chatterjee (Dn)

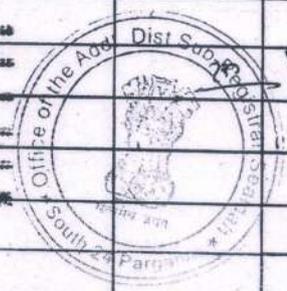
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CONTAINS 10 SHEETS/SHEET



DISTRICT _____

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Identified by				
Ajay Datta				
Son of				
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By profession		Adv.		
Sd. Ajay Datta				
Advocate High Court				
- Calcutta -				
Sd. D. K. Pal				
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10-11-90		Sealdah, South 24 Parganas		
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Endorsement etc copied + read by:		Tapati Mukherjee		
Compared by:		TIPU BARAN SUR		
		20-12-90		



SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER

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ANNEXURE - 'E'

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Pg 73

AMENDED PLAINTDistrict South 24-Parganas

In the Court of the Ld. 9th Civil Judge (Senior Division)
at Alipore

Title suit No.53 of 2004

Begun Intfunnessa

W/o Latekhan Sahid Moulavi
Wahiduzzaman,

at present residing at 10/1 -

Tollygunge Circular Rd. Motijhil

Commercial Rd. Dhaka, Bangladesh,

represented by Sri Manindra Kumar
Ganguly, being her constituted

Attorney, S/o Lt. Dharendra Nath

Ganguly of Ganganagar, P. S. Alipore

District South 24-Parganas.

.....Plaintiff

- Versus -

1b-i) Smt. Mousumi Guha Thakurta,

Widow of Lt. ^{Amresh} ~~Amresh~~ Guha Thakurta

1b-ii) Sri Kaushik Guha Thakurta

1b-iii) Sri Shouvik Guha Thakurta

both sons of late Amresh Guha
Thakurta,

all of 7/C, Hjlala Place, Kolkata-

700017

1.c) Sri Chirmoy Guha Thakurta

S/o Lt. Nirupam Guha Thakurta

1.d) Smt. Anita Basu

D/o Late Nirupam Guha Thakurta





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- : 2 : -

- 1.a) Rittam Guha Thakurta
S/o Lt. Goutam Guha Thakurta
- 1.B) Smt. Bina Guha Thakurta
W/o Late Rana Guha Thakurta
- 1.g) Sri Trishankar Guha Thakurta
S/o Late Rana Guha Thakurta.
- 1.h) Smt. Sujata Guha Thakurta
W/o Late Nikhelesh Guha Thakurta
- 1j) Smt. Sanjukta Guha Thakurta
all of 7-C Tiljala Place, P.S. Karaya, Kol-17
W/o Sri Radhey Sham Guha Thakurta
of F.D.I., Sector- -III, Bidhan Nagar
Kolkata- 700069
- 2a) Sri Bimdendu Ghosh
- 2b) Sri Atish Ghosh
- 2.c) Smt. Swati Ghosh
all are of 7-C Tiljala Place, P.S.
Karaya, Kolkata- 17.
3. Jagannath Guha Thakurta,
4. Sri Ustav Guha Thakurta,
S/o Lt. Biswanath Guha Thakurta
all of 7-C Tiljala Place, P.S. Karaya,
Kolkata-17
5. Smt. Sipra Ghosh
C/o Sri Indu Bhusan Ghosh
of 53/18, Karaya Road, P.S. Karaya,
Kolkata-17.
6. Smt. Suvra Roy W/o Amarendra Nath Roy
of 66-A, Pratapaditya Place, P.S.
Tollygunge, Kolkata-
7. Biresh Guha Thakurta
S/o Sailesh Ch. Guha Thakurta





E-XS

- : 3 ; -

8) Smt. Sanjukta Guha Thakurta

D/o Sailesh Guha Thakurta

both are residing at 48/36/B South
Sinthi Road, P. S. Baranagar, Dist. North
24-Parganas.

9) Smt. Indira Bose

W/o Ashit Baran Bose

79, Bireswar Chatterjee Road, P. S.
Bhadrakali, Hooghly.

10.a) Sri Subir Basu

12, Paramahansa Deb Road, P.S. Alipore
Kolkata-27,

10 B) Sri Kaustav Chatterjee

12 /1, Paramahansa Deb Road, P. S.

Alipore, Kolkata- 27.

.....Defendants.

11. Javed Akhtar S/o Lt. H.M. Eshaque

12. Shaheda Parveen W/x

Wife of Javed Akhtar

13. Irfan Javed.

14. Behan Javed

all sons of Javed Akhtar

all are residing at 44/D/ Samsul Huda

Road, P. S. Karaya,

Kolkata- 17.

.....Added. Defenda nts.



contd.p/4.



[Handwritten signature]

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-4-

suit for Declaration and Injunction

Valued at Rs.30,101/-.

The plaintiff states :-

- 1) All that piece and parcel of land and tank measuring more or less 1 bigha 13 cottahs 2 chittacks and 13 sq. ft. together with two storeyed building standing thereon in Dihi Panchannagram, Division -5, Sub-Division -I in Touji No.2833, being Holding no.126 formerly 260, within the limits of Calcutta Municipal Corporation being portion of premises no. 7, Tiljala Place and part of 11, Dilkhusa Street within P.S. Karaya, formerly Ballygunge, Calcutta, is the absolute property of the plaintiff. The aforesaid property morefully and particularly described in the schedule hereunder written and for brevity hereinafter referred to as the 'suit Property' .
- 2) After purchase, the plaintiff constructed a two storied building in the suit property and since the very date of purchase, the plaintiff seized and possessed of the suit property by mutating her name in the record of Calcutta Municipal Corporation alongwith one Pearl Mohan Banerjee who was the owner of the other portion of 7, Tiljala Place and had been paying taxes to the Calcutta Municipal Corporation regularly.
- 3) On or about 1962, the plaintiff went for East Pakistan

now Bangladesh to live with her husband, who was a

contd... 2/5.



-5-

Practising Advocate of Calcutta High Court and had been started living there. The property in India including the suit property were looked after by the agents of the plaintiff.

- 4) That along the plaintiff has been in peaceful possession of the suit property by herself and through her agents and there was no dispute at any point of time regarding title and possession of the suit property.
- 5) On or about November, 1991, the plaintiff executed a General Power of Attorney in respect of and for the purpose of management of the suit property in favour of Sri Manindra Kumar Ganguly of Gangahagar, P.S. Airport, North 24-Parganas. Due to some unavoidable circumstances and for the rules and regulations of the India High Commission, the said constituted attorney has been able to come to India only in the month of January, 1993.
- 6) On or about 23/1/1993, the constituted attorney of the plaintiff has come to know that some unauthorised people including the defendant no. 1 are occupying a portion of the suit property. On enquiry of the records of the Calcutta Municipal Corporation, it was revealed that the suit property has been partitioned by virtue of Court's order. The defendants are not in possession of the suit property except the facts as amended above. The large portion of the suit property lying vacant.
- 7) In view of the facts and circumstances, the agent of the plaintiff, acquired the court records on 19/2/93

contd. p/6.



-6-

through the Ld. Advocate, Sri Raja Mukherjee and on enquiry, it was revealed that the defendants had procured a Partition decree through T.S. No. 216 of 1979 from this Ld. Court on 11/2/1985 by making false and fictitious claim and by practising fraud upon this Ld. Court in order to grab the property.

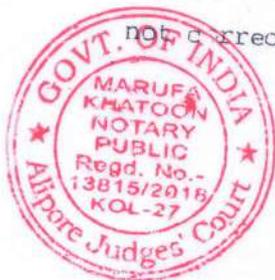
8) The defendants have/had no right, title and interest in the suit property nor have acquired any right, title and interest in the suit property through the said compromise decree of partition passed finally in T.S. No. 216 of 1979 on 11/2/85 by this Ld. Court.

9) The said alleged compromise decree is not binding upon the plaintiff nor can take away the right, title and interest of the plaintiff in the suit property. The alleged said compromise decree is bag to wind, The defendants had no legal status to file the alleged partition suit as such, the alleged partition decree are void which created no right, title and interest of the suit property in favour of the defendants .

10) The defendants as the parties in the said T.S. 216 of 1979 have practised fraud upon the Court in obtaining the said alleged decree. The particulars of the fraud are as follows :-

- 1) The description of the property given in the schedule of the plaint of the said suit is not correct ;

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- ii) The name and address of the defendant no. 11 in the said suit was not correctly given as the defendant no. 11 was not a resident of 14, Bachulal Road, P.S. Entally, Kolkata, at that material time;
 - iii) The summons and notices of the said suit were neither ~~served~~ tendered nor served upon the defendant no. 11 ;
 - iv) The plaintiff swore false & affidavit to the effect that the defendant no. 11 had been in the said address for the purpose of substituted service ;
 - v) The recital of title of the plaintiff and the defendants and/or their predecessor-in-that suit is imaginary and not supported by proper documents ;
 - vi) Without any declaration of title the parties to that suit obtained the alleged partition decree
 - vii) The recital of the title of the partition suit and/or their predecessor described in the pleadings on the basis of a Deed of Exchange which is false, fictitious and imaginary and made with ulterior motive ;
 - viii) The recital of adverse possession of the parties to that suit is imaginary, false and misconceived.
- 11) That because of the fraud as aforesaid the plaintiff could not take up her legitimate defence and failed to contest the said suit.

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-8-

- 12) That although the defendants have procured a partition decree on compromise between the parties to that suit, they have acquired no right, title and interest in the suit property as there was no declaration regarding title of the suit property.
- 13) The said fraudulent partition decree on compromise has cloud on the plaintiff's title in the suit property, a declaration to the effect that the said decree is a nullity and the plaintiff is the absolute owner of the suit property is necessary .
- 14) The defendants on the basis of the said fraudulent decree, have changed the view of the plaintiff from the records of the Calcutta Municipal Corporation.
- 15) The defendants, being emboldened by the said fraudulent decree, are trying to disturb the possession of the plaintiff in the suit property for which the defendants should be restrained by a decree of permanent injunction.
- 16) The defendants, being emboldened by the said fraudulent decree, are trying to dispose of some portion of the suit property and they at any time change the nature and character of the suit property and there exist to standard for caused or likely to be caused by such fraudulent and wrongful acts of the defendants. In any event, the fraudulent acts is such that compensation of money would not afford adequate relief and an injunction is necessary to prevent the multiplicity of judicial proceedings.

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17) In the facts and circumstances stated hereinabove and in the interest of the justice the plaintiff is entitled to get a decree of declaration and permanent injunction against the defendants, hence this suit.

18) The cause of action of this suit arose on 8/4/81 when the said suit was decreed on preliminary form, on 11/2/86 when the said suit was decreed on finally in this Ld Court, lastly on 10/1/93, when the plaintiff through her agent came to know about the details of the fraudulent decree through the Ld. Advocate within the jurisdiction of this Ld. Court.

19) For the purpose of jurisdiction and court fees, the suit has been valued at Rs.30,101/- and court fees are paid thereon.

The plaintiff, therefore, prays :

- a) For a decree for declaration that the plaintiff is the absolute owner of the suit property, described in the Schedule below ;
- b) For a decree for declaration that the partition decree dated 8/4/81 and 11/2/83 passed in T.S. 216 of 1979 of 2nd Sub-Judges' Court, Alipore, are nullity and void and not binding upon the plaintiff ;
- c) for a decree for permanent injunction restraining the defendants from selling, transforming or in any way alienating the suit property and/or in any way causing



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damage or changing the nature and character of the suit property, described in the schedule below and/or restraining the defendants from disturbing the possession of the plaintiff in the ~~the~~ schedule property described in the schedule below ;

- iv) for temporary injunction in terms of prayer untill above ;
- v) for Receiver ;
- vi) for costs ;
- vii) for such other relief or reliefs to which the plaintiff is entitled to law and in equity.

Schedule referred to above.

All that piece and parcel of land and tank measuring more or less 1 bigha 13 ~~cottahs~~ cottahs 2 chittacks 13 sq.ft. together with 2 storied building standing thereon in Dihi Panchannagram, Division-5, sub Division-1, Touji No. 2833, being Holding No. 126, formerly 360 within the limits of the Calcutta Municipal Corporation being portion of premises no. 7, Tiljala Place and part of 11, Dilkhusa Street, P.S. Karaya formerly Ballygunge, Calcutta.

Verification

I, Sri Manindra Kumar Ganguly, the constituted attorney of the plaintiff, do hereby declare that the statements made in paragraphs 1 to 17 above are true to my knowledge and belief and I sign this verification on _____ at court premises.



~~1-2~~

Anita Dasgupta

Using Yama Iyer's
for self and on behalf
of Pitom Guhathakurta

14 DEC 2010

Filed by *[Signature]*

Filed by Debendra Acharya
ADDL

Asit K. Bhattacharya
Crested Attorney of
DEEDS NOS.
Filed by
Belachar Acharya
Sudha Roy
Sipa Guh
Thiruvananthapuram
Indira Gore
Sanyukta Guhathakurta
Filed by
Jagannath Guhathakurta
Manoj Guhathakurta
Filed by
Kausik Guhathakurta
Sudha Acharya
Filed by
Uttam Guhathakurta
Sujata Guhathakurta

Filed by
Pina Guhathakurta
Tirthankar Guhathakurta

Javed Akhtar
Shaheda Parvin

Rehan Javed
Irfan Javed

and lying at and previously known and numbered as premises No. 7, Tiljala Place now the same being bifurcated into six different premises and numbered as premises Nos. 7A,7B,7C, 7D, 7E & 7F Tiljala Place, Kolkata - 700017 (herein after referred to as the "suit property") and that the preliminary decree dated 08-04-1981 passed in partition suit being T.S.No.216 of 1979 (Nirupam Guhathakurta - vs- Sanjib Chandra Guha) and final decree dated 11-02-1985 passed on compromise in terms of Solenama filed therein forming part of decree in the said partition suit by the learned court of 2nd Sub Judge, Alipore in favour of the plaintiffs and defendants in that partition suit (the defendant Nos.1-21 in the instant suit) are nullity and void and not binding and permanent injunction restraining the defendants from selling, transferring or in any way causing damage or charging the nature and character of the suit property and from disturbing the possession of the plaintiff in the suit property.

2. That during pendency of the instant suit the plaintiff, Begum Lutfunessa revoked and cancelled the above mentioned General Power of Attorney with effect from 02-02-1998 and confirmed such revocation vide her letter dated 14-02-1998 served upon her erstwhile attorney the said Manindra Kumar Ganguly and sold, transferred and conveyed the suit property on 20-03-1998 on "as is where is basis" for lawful consideration by virtue of four separate registered deed of conveyance al dated 20-03-1998 bearing deed Nos.1240 of 1998, 1238 of 1998, 1237 of 1998 and 1239 of 1998 to the purchaser viz. Javed Akhtar, Mrs. Shaheda Parvin, Rehan Javed and Irfan Javed respectively.



14 DEC 2010

Civil Judge (Sr. Division)
9th Court, Alipore
14 DEC 2010



Anita Basu

Filed by
Debdas Acharya
Advocate

Asit Kumar...

Constituted a Hony of
Court NOS.

Filed by
Debdas Acharya
Advocate

Sudha B. Adv.
Sipra Ghosh
Dina Chandra
Indira Bose

Sanjukta Gaha, Jayam
Filed by
Joganna Jha, Prithvi
Kannan, Guhatrikwar

Kavali Govindram
Shriwastavakata
Sujata Chakravorty

Filed by
Advocate

Advocate
Primo Subalokha
Advocate

E-24

purported power of attorney holder for and on behalf of Begum Luftunnessa with further declaration that the purported power of attorney claimed by the Manindra Kumar Ganguly has ceased to exist with and further declaration that Manindra Kumar Ganguly has got no right to interfere with the added defendants peacefully possession and enjoyment of the suit property.

- b) Decree for permanent injunction restraining the defendants and Manindra Kumar Ganguly from transferring and/or in anyway alienating the suit property causing damages and/or changing the nature and character of the suit property.
- c) Decree declaring that the alleged preliminary partition decree and compromise final partition decree in respect of suit property passed in partition suit being T.S.No. 216 of 1979 of the L.D 2nd Sub ordinate Judge Court at Alipore (held by the defendants Nos. 1-21 are nullity, void and also not binding upon the added defendants.
- d) Decree for recovery of possessions of suit property by evicting the defendants Nos.1-21 there from.

Javed. Adv.
Shaheda Parveen
Adv.

Rehan Javed
Adv. Ahmed

for suit and behalf of
from G. M. Thakur

14 DEC 2010

Filed by
Debdas Acharya
Advocate



14 DEC 2010

Civil Judge (Sr. Division)
9th Court, Alipore



E-88

Anita Basu
Filed by
Debas Acharya
Advocate

Asit to Matru
Constituted Attorney of
Defendant Nos.
Filed by
Debas Acharya
Suborn by Advocate
Sipra Ghosh
Judicial Sale
Thiruvananthapuram
Banjara Juba Shyam
Jaganmohan Prasad
Filed by
Koushik Ghosh
Kavirat Gubadharan
Shriwik Benabharalal
Sujata Gaur Thakur
Filed by
Debas Acharya
Advocate
Meesa Guba Thakur
Prima Subhadra
Tantankar Ghosh
Filed by

11. That admittedly the said Manindra Kumar Ganguli is purporting to be a mere power of attorney holder of the previous owner of the suit property. The real disputes as to right, title and interest of suit property are between the added defendants and defendants Nos. 1-21 for all purpose and intend.



Jand. Thakur
Shahela Parveen

Alimay Gualke
for suit and on behalf of
Rithom Swasthik
Filed by
Debas Acharya
Advocate

12. At all material times as a real contesting parties in the instant suit the added defendants and defendants Nos. 1-21 are contesting the counter claim set up by the added defendants which is mostly similar to that of the relief as claimed by the plaintiff in the instant suit against the defendants Nos. 1-21. Mentioned may here be made that the defendants Nos. 1-21 chose not to file any reply to the counter claim setup by the added defendants.

Mohit Kumar on behalf of Manindra Kumar Ganguli
Filed by
Debas Acharya
Advocate

13. The said Manindra Kumar Ganguli, holder of purported power of attorney of previous owner of suit property, is a mere sleeping party in the instant suit which can be well evinced and manifested from the record of the instant suit in as much as he has neither any locus standi to represent the plaintiff, previous owner of the suit property nor has any personal interest over the suit property to defend or proceed with in view of counter claim setup in the instant suit.

Rehan Saad
Chaf Namad

14. Under the facts and circumstances stated above and considering 17 years of litigation concerning suit property yielding no result what so ever for the benefit of parties to the suit save and except causing mere harassment and loss of time, money and energy, the parties to



4 DEC 2010

Civil Judge (Sr. Division)
9th Court, Alipore
KOL-29-Palanas.

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Anita Barua
Filed by
Deborah Acharya
AAO Kaly

Chinnay Gura Ina
for self and on behalf
of Beltem Gura Thakuria
Filed by
Laxmi Prasad
AAO Kaly

Amit K. Mathur
Constitute Attorney of
Debutant NOS.
Filed by
Deborah Acharya
AAO Kaly

Sudha
Sita Gh.
Filed by
Anita Barua
AAO Kaly
Sujata Gh.
AAO Kaly
Jogendra Gh.
AAO Kaly
Koushik Gh.
AAO Kaly
Sujata Gh.
AAO Kaly
Uttara Gh.
AAO Kaly
Dina Gh.
AAO Kaly

the suit and /or counter claim being the defendants Nos1-21 on the one side and added defendants Nos.11-14 on the other side have at the intervention and persuasion of their respective well wishers amicably settled their disputes and differences by virtue of a separate agreement executed on 08 July 2010 by and between and /or amongst each one of the said parties to the suit and counter claim governing "Terms of Settlement" set out there in concerning their respective claim, right, title and interest over the suit property with the sole and bonafide and paramount intention to bring a complete end to this 17years old suit. Original signed copy of the said agreement is annexed hereto and marked with letter "A". The basic and relevant terms and conditions as contained in said compromise agreement are set out herein below.

Javed Akhtar
Shaheda Parveen
Rehan Javed
Irfan Javed



Mubina Begum
Filed by
Deborah Acharya
AAO Kaly



- I) The defendants Nos. 1-21 does concede, accept, admit ,agree, declare and undertake as under:
- 1. That the transfer, sell and convey of ownership right, title and interest over the suit property by the plaintiff Begum Luftunessa by virtue of four separate registered deed of conveyance all dated 20-03-1998 bearing deed Nos.1240 of 1998,,1238 of 1998, 1237 of 1998 and 1239 of 1998 to the named purchasers therein viz. Javed Akhtar, Mrs.Shaheda Parvin, Rehan Javed and Irfan Javed respectively, the added defendants no.11-14 herein was lawful, valid and binding and consequent upon such transfer and sell the added the defendants Nos.11-14 became absolute co-owners of the suit property and they are continues to be rightful owners of the suit property.



Civil Judge (Sr. Division)
9th Court, Alipore
North 24 Parganas

14 DEC 2010

register by incorporating therein name of the added defendants as owners thereof.

II. The added defendants Nos. 11-14 does concede, accept, admit, agree, declare and undertake as under:

- i) That the defendants No.1-21 are in actual physical possession and occupation of their respective portion of the suit property and their possession has been recorded in the assessment register of the Kolkata Municipal Corporation consequent upon bifurcation of mother premises No.7, Tiljala Place into six different premises and numbered as premises no. 7A, 7B, 7C, 7D, 7E and 7F, Tiljala Place Kolkata - 700017.
- ii) That the defendants No.1-21 are entitled to be reasonably compensated in monetary form for peacefully vacating their respective possession of the premises forming part of and comprised in suit property and for making over quit and peaceful vacant possession of the suit property to be added defendants and for surrendering the claims over the suit property and for doing all such act deeds and things for effectively assuring such surrender favouring added defendants.

Original copy of suit and on behalf of Rikhan Chatterjee
Filed by
Debdan Chatterjee
Advocate



Subraman
Filed by
Debdan Chatterjee
Advocate



14 DEC 2010



Javed Akter
Shahela Parveen
Rohan Javed
Mohan Javed

Anita Barua
Filed by
Anita Barua
Advocate

Asst. Gen. Secy
Constituted Attorney of
Debdan Chatterjee
Filed by
Subraman
Advocate
Sipra Ghosh
Filed by
Indira Ghosh
Advocate
Sujata Ghosh
Filed by
Jogamoy Ghosh
Advocate
Kosim Ghosh
Advocate
Koushik Ghosh
Advocate
Sujata Ghosh
Advocate
Filed by
Advocate

Uttar Guha
Filed by
Bina Guha
Filed by
Tushankar Guha
Advocate

Uday Kumar
for self and on
behalf of Ritam Guha
Prasanna
Filed by
Delsan Acharya
ADDALTA

Mishra Ram on behalf of Kantax Kant Chatterjee
Filed by
Delsan Acharya
ADDALTA

Filed by
Delsan Acharya
ADDALTA



Asit K. Maitra
Consistuted Attorney of
Defendant Nos.
Filed by
Sudha Roy ADDALTA
Sita Paul
Filed by
Indira Bose ADDALTA
Dinesh Chandra
Sanyukta Ghosh Sanyal
Filed by
Tajamati Jha Paul
Ravani Guha
Harshita Guha
Shreya Guha
Sujata Guha
Filed by
Uttara Guha
Bina Guha
Tinkarna Guha

~~E-23~~

III. The defendants Nos.1-21 and added defendants does here by agree, confirm and undertake as under:

- i) That the added defendants Nos. 11-14 agreed to pay a sum of Rs 1,00,00,000/- /- (Rupees ONE CRORE ONLY -as and by way of compensation to be distributed amongst the defendants Nos.1-21 in proportion to their respective possession as per list shown agreed individual entitlement on the said amount as a full and final compensation and / or settlement amount for making over quit and peaceful vacant possession of the suit property to the added defendants and for surrendering the claims over the suit property and for doing all such acts deeds and things for effectively assuring such surrender favouring added defendants.
- ii) That the added defendants jointly paid to the defendants Nos.1-21 sum of Rs. full amount /- (Rupees _____) out of the total agreed compensation amount as and by way of part payment (receipt of which payment the defendants Nos. 1-21 each of them do here by acknowledged and confirm) and upon receiving the said payment the defendants Nos. 1-21 have jointly severally handed over to the added defendants quit and peaceful vacant possession

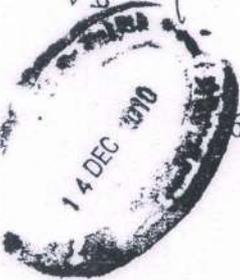
Javed Anwar
Shahela Parveen

Rohan Javed
Javed Anwar



14 DEC 2010

Chiranjeev Anita Bann
for suit and on
behalf of R.H.M.G. Mahalik
Filed by
Delmas Ahoyan
Attale



Subro Banu
Subro Banu on behalf of Kavitar Kaul Chatterjee
Filed by
Ajay Attale

Asit K. Chatterjee
Constituted Attorney of
Delmas Ahoyan
Subro Banu
Filed by
Ajay Attale
G. D. K. B. S. S.
Ranjit K. G. S. S. S. S. S.
Jagannath G. S. S. S. S.
Koushik K. S. S. S. S.
Sujata S. S. S. S. S.
Filed by
Ajay Attale
Uttor J. S. S. S. S.
Bina G. S. S. S. S.
S. S. S. S. S. S. S.

5. That it is humbly submitted that the suit and counter claim has been adjusted by virtue of the compromise and lawful agreement dated 8th July, 2010 separately executed by the amongst by the parties to the suit containing inter alia terms, conditions, undertakings, promises, declarations, assurances as stated out in sub clause of clause 14 above and said compromise an agreement be recorded and a decree in accordance therewith the past in order to bring an end to the suffering of parties.

6. That unless the suit and counter claim is decreed on compromise in terms of Terms of Settlement as set out in sub-clauses to clause 14 above and as contained in compromise agreement dated 8th July, 2010 being Annexure "A" your petitioners shall suffer irreparable loss and injury.

17. That this compromise joint petition is made bonafide and in good faith and for the ends of justice.

Hence it is most humbly prayed that your Honour would Most graciously be pleased to pass a compromise decree In terms of the compromise agreement being annexure "A" to this petition while recording such compromise and agreement by treating this petition and the said compromise agreement as part of the compromise decree and / or to pass such other order or orders as your Honour may deem fit and proper.

And your petitioner as in duty bound shall ever pray.

14 DEC 2010



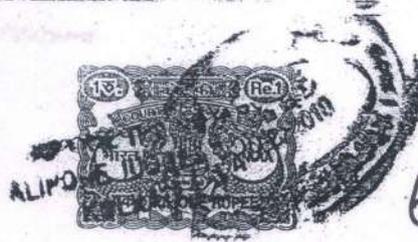
Javed Anwar
Shahed Anwar
S. S. S. S. S.

Rohan J. S. S. S.
Ajay Attale

~~Uttor J. S. S. S.
Bina G. S. S. S.
S. S. S. S. S.~~

13/-

AFFIDAVIT



E-26

I, Javed Akhtar, Son of Late H.M. Ishaque, aged about 60 years, by faith Muslim, by occupation Business, residing at 44D, Shamsul Huda Road, P.S- Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

That I am the defendant no.11 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Javed Akhtar

Deponent

Prepared by me

Pradyumn Das
Advocate

Identified by me

Pradyumn Das
Advocate



Notary Seal
B. D. Das
Notary
Allpore Judges Court
Govt. of India

14 DEC 2010



E-97

St. Mohd /

AFFIDAVIT



I, Irfan Javed, son of Javed Akhtar, aged about 33 years, by faith Muslim, by occupation Business, residing at 44D, Shamsul Huda Road, P.S - Karaya, Kolkata - 700 017; do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 13 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is my true to my knowledge.

That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Irfan Javed

Deponent

Prepared by me

Pradyumn Mills
Advocate

Identified by me

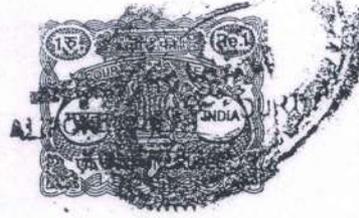
Pradyumn Mills
Advocate

B. R. H.
Subj. Magistrate & District
Judge
Alipore, Sagar, W. Bengal
Court, Sagar, W. Bengal
Govt. of India

14 DEC 2010



Sl. No. 1573 AFFIDAVIT



E-98

I, Rehan Javed, son of Javed Akhtar, aged about 38 years, by faith Muslim, by occupation Business, residing at 44D, Shamsul Huda Road, P.S- Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 14 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Rehan Javed

Deponent

Prepared by me

Advocate

Identified by me

Advocate

Notary Public & Registrar
B. K. Bhowmik
Judge, 1st Floor, 1st Floor
Court, Regd. No. 13815/2018
Govt. of India



14 DEC 2018

E-99

Sl. No. 16 / → AFFIDAVIT



I, Shaheda Parveen, wife of Javed Akhtar, aged about 58 years, by faith Muslim, by occupation House Wife, residing at 44D, Shamsul Huda Road, P.S- Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

That I am the defendant no.12 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Shaheda Parveen

Deponent

Prepared by me

Javed Akhtar
Advocate

Identified by me

Javed Akhtar
Advocate

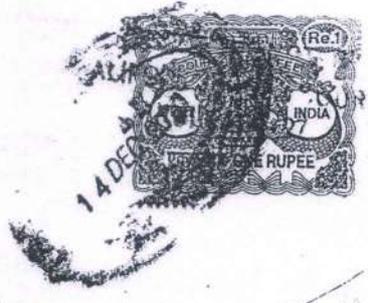
NOTARY PUBLIC & MEMBER
IN CHARGE of Notaries
B. K. Chatterjee
B.K. Chatterjee, NOTARY
Alipore Judges Court, Alipore
Court, Regd. No. 2566/2004
Govt. of India



14 DEC 2010



Sl. No. 77



E-150

AFFIDAVIT

I, Asit Kumar Bhattacharya, son Late Puranjoy Bhattacharya aged about 53 years, by occupation Lawyer, residing at Aghore Sarani, Post Office Rajpur P.S. Sonarpur Dist: 24 Parganas (South) do hereby solemnly affirm and declare as follows:-

1. That I am the Constituted Attorney of the defendant no. 2a-2c in the above suit and I am fully conversant with the facts and circumstances of the case.
2. That I have been authorized by the said defendants to affirm this affidavit on their behalf and I am competent to do so.
3. That the statements above are true to my knowledge and belief.

Asit Kumar Bhattacharya

Deponent

Identified by me

Debdas Acharya

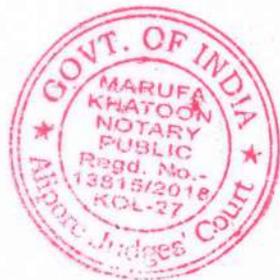
Advocate

14/12/2010

[Handwritten signature]
Sudai Bhattacharya, Notary
Alipore Judges Court, Kolkata
Dist. No. 24 Parganas
Govt. of India



14 DEC 2010



SI NO. 187

AFFIDAVIT



E-101

I, Kaustav Kanti Chatterjee, Son of Sri Ritendra Nath Chatterjee, aged about 34 years, by faith Hindu, by occupation Retired, residing at 12, Paramhansa Deb Road, Kolkata - 700 027, do hereby solemnly affirm and declare as follows:-

That I am the defendant no.1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Nabin Basu
On behalf of Kaustav Kanti Chatterjee

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

14/12/2010

NOTARY PUBLIC
MARUF KHATOON
NOTARY PUBLIC
Alipore Judges Court, Regn. No. 2666/2004
Govt. of India



14 DEC 2010





E-102

AFFIDAVIT

I, Dr. Tirthankar Guhathakurta, Son of Late Rana Guhathakurta, aged about 27 years, by faith Hindu, by occupation Service, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

23. That I am the defendant no.1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

24. That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Tirthankar Guhathakurta

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

[Signature]
Advocate
14/12/2010

[Signature]
A. Bhattacharya, NOTARY
All India Judges' Court, Police
Court, Regn. No. 2880/2004
Govt. of India



14 DEC 2010





E-103

S. No. 20

AFFIDAVIT

I, Bina Guhathakurta, Wife of Late Rana Guhathakurta, aged about 47 years, by faith Hindu, by occupation House Wife, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

21. That I am the defendant no. 1b in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

22. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Bina Guhathakurta
Deponent

Identified by me

Daladas Acharya
Advocate

14/12/2010

Prepared by me

[Signature]
Advocate

[Signature]
Notary Public
Alipore Judges' Court, Bagn. No. 303
Govt. of India



14 DEC 2010



E-17

Sl. No. 21

AFFIDAVIT



21

I, Chinmoy Guhathakurta, son of Late Nirupam Guhathakurta, aged about 54 years, by faith Hindu, by occupation Lawyer, residing at 7C, Tilajala Place, P.S- Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Chinmoy Guhathakurta

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debas Acharya
Advocate

14/12/2010

Notary Acknowledged & Certified before me on 14/12/2010

Debas Acharya, NOTARY
Alipore Judges Court/Pollard
Court, Regn. No. 2552/2004
Govt. of India



14 DEC 2010





E-105

AFFIDAVIT

I, Sujata Guhathakurta, Wife of Late Nikhilesh Guhathakurta, aged about 60 years, by faith Hindu, by occupation House Wife, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

13. That I am the defendant no.1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

14. That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Sujata Guhathakurta

Deponent

Identified by me

Debasish Acharyya

Advocate

14/12/2010

Prepared by me

[Signature]
Advocate

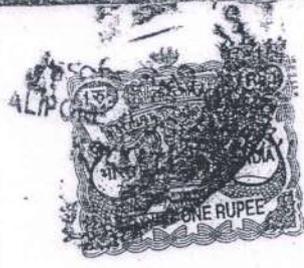
Notary Public & Registrar
Tiljala Place, Police Station, Karaya, Kolkata - 700 017
Notary Public
Uttara Judges' Court, Police Station, Karaya, Kolkata - 700 017
Govt. of India



14 DEC 2010



Sl. No. 237



E-126

AFFIDAVIT

26

I, Chinmoy Guhathakurta, aged about 54 years, by faith Hindu, by occupation Lawyer, Constituted Attorney of Sri Rittom Guhathakurta residing at 196, Canal Street, Kolkata - 700 048, do hereby solemnly affirm and declare as follows:-

That I am the Constituted Attorney of the defendant no.1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Chinmoy Guhathakurta

Constituted Attorney of Sri Rittom Guhathakurta

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

Advocate

14/12/2010

[Signature]
Badei Bhattacharya, NOTARY
Allpore Judges Court/Police
Court, Regd. No. 2666/2004
West of India



14 DEC 2010



20/12/14 14 DEC 2010



E-107

AFFIDAVIT

I, Koushik Guhathakurta, Son of Late Animesh Guhathakurta, aged about 34 years, by faith Hindu, by occupation Service, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

27

17. That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

18. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Koushik Guhathakurta

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

14/12/2010



Notary Affidavit & Declaration
before me on Identification
[Signature]
Judge Bhattacharya, NOTARY
Allpore Judges' Court, Regn. No. 2668/2010
Govt. of India

14 DEC 2010



SI NO. 257 14 DEC 2010



E-128

AFFIDAVIT

I, Souvik Guhathakurta, Son of Late Animesh Guhathakurta, aged about 32 years, by faith Hindu, by occupation Service, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

19. That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

20. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Souvik Guhathakurta
Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate
14/12/2010



[Signature]
Sudha Bhattacharya, NOTARY
Alipore Judge Court, Regd. No. 222/2003
Govt. of India

14 DEC 2010



No. 26/
14 DEC 2010



E-129

AFFIDAVIT

I, Smt. Subhra Roy, Wife of Sri. Amarendra Nath Roy, aged about 60 years, by faith Hindu, by occupation House wife, residing at 66A, Prataditya Place, Police Station: Tollygunge, Kolkata - 700 0, do hereby solemnly affirm and declare as follows:-

7. That I am the defendant no. 6 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

8. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Subhra By

Deponent

Identified by me

Debdas Acharya
Advocate

14/12/2010

Prepared by me

[Signature]
Advocate



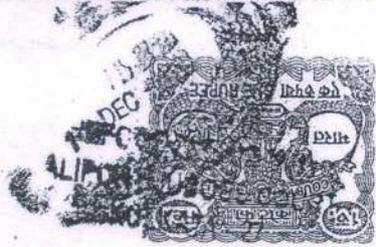
NOTARY PUBLIC
B. B. Acharya
Allpara Judge
Kolkata, West Bengal
India

14 DEC 2010



S. No. 2
14 DEC 2010

AFFIDAVIT



E-NO

I, Smt. Sipra Ghosh, Wife of Late Indu Bhusan Ghosh, aged about 55 years, by faith Hindu, by occupation Retired, residing at 53/18, Karaya Road, Police Station: Karaya, Kolkata - 700 019, do hereby solemnly affirm and declare as follows:-

5. That I am the defendant no.5 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

6. That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Sipra Ghosh
Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

14/12/2010



[Signature]
Public Notary, NOTARY
Alipore Judge Court, Bagn. N. Jharkhand
Govt. of India

14 DEC 2010



Sl. No. 207
14 DEC 2010



E-X

AFFIDAVIT

I, Utsav Guhathakurta, son of Late Biswanath Guhathakurta, aged about 30 years, by faith Hindu, by occupation Retired, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

3. That I am the defendant no. 4 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

4. That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Utsav Guhathakurta

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

14.12.2010



NOTARILY AFFIRMED & SIGNED
before me on 14/12/2010

[Signature]
Biswanath Guhathakurta, NOTARY
Alipore Judges' Court, Regd. No. 2666/2004
Govt. of India

14 DEC 2010



14 DEC 2010

29

AFFIDAVIT



~~E-12~~

I, Biresch Chandra Guha, Son of Late Sailesh Chandra Guha, aged about 54 years, by faith Hindu, by occupation Service, residing at D4/503, Peerless Nagar, Post Office Panihati, P.S. Khardah, Kolkata - 700 114, do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Biresch Chandra Guha

Deponent

Prepared by me

[Signature]

Advocate

Identified by me

Debdas Acharya

Advocate

14.12.2010



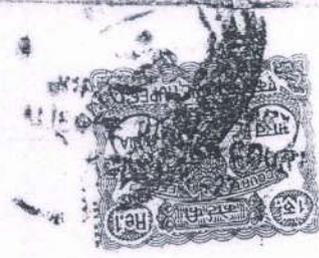
NOTARY PUBLIC & REGISTRAR
Public and Civil Identification
[Signature]
Name: Bantharyya, NOTARY
Upper Judges Court/Poll
Court, Regd. No. 13615/2018
West. of India

14 DEC 2010



14 DEC 2010

AFFIDAVIT



E-XB

I, Jagannath Guhathakurta, son of Late Sudhir Chandra Guhathakurta, aged about 61 years, by faith Hindu, by occupation Retired, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

1. That I am the defendant no. 3 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

2. That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Jagannath Guhathakurta

Deponent

Identified by me

Prepared by me

[Signature]
Advocate

Debas Acharya
Advocate
14/12/2010

[Signature]
Notary Public
Alipore Judges' Court, West Bengal
Court, Regd. No. 13815/2018
Dist. of Kolkata

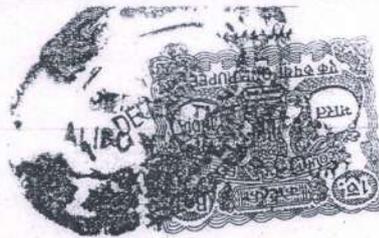


14 DEC 2010



S. No. 317 14 DEC 2010

AFFIDAVIT



E-114

I, Sanjukta Guha Shyam, Wife of Sri Radhey Shyam, aged about 51 years years, by faith Hindu, by occupation Service, residing at FD I, Flat 2, Sector III, Police Station Bidhannagar (N), Salt Lake, Kolkata - 700 106, Do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 8 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Sanjukta Guha Shyam

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharya
Advocate

14-12-2010



[Signature]
Sudal Sanyal, Notary
Allipore Judges Court, Regd. No. 13815/2018
Govt. of India

14 DEC 2010



SI. NO. 3 14 DEC 2010



AFFIDAVIT

E-X

I, Indira Bose, Wife of Sri Ashish Baran Bose, aged about 26 years, by faith Hindu, by occupation Service, residing at 164, Bireswar Banerjee Street, Post Office - Bhadrakali, Police Station- Uttarpara, District - Hooghly, Pin Code - 712 232, do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 9 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos.1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Indira Bose

Deponent

Prepared by me

[Signature]
Advocate

Identified by me

Debdas Acharja
Advocate

14.12.2010

[Signature]
Sd/- [Name], NOTARY
Allpore Judges Court, Regn. No. [No.]
Govt. of India



14 DEC 2010



S. NO. 33/14 DEC 2010
AFFIDAVIT



E-116

I, Subir Bose, Son of Late Gopendra Nath Bose, aged about 63 years years, by faith Hindu, by occupation Retired, residing at 12, Paramhansa Deb Road, Kolkata - 700 027, do hereby solemnly affirm and declare as follows:-

That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Subir Bose

Deponent

Prepared by me

Identified by me

[Signature]
Advocate

Debas Acharya
Advocate
14.12.2010



Jointly Affidavit & Oath
Subir Bose & Debas Acharya
BA
Jointly Affidavit & Oath
Alipore Judge Court
Sect. Regd. No. 13815/2010
Govt. of India



14 Dec 2010

14 DEC 2010
Sl. No. 367
AFFIDAVIT



~~E-17~~

37

I, Smt. Anita Basu, Wife of Sri. Dilip Kumar Basu ~~Ray~~, aged about 60 years, by faith Hindu, by occupation House wife, residing at Green 1050/2, Survey Park, Flat- 6/1, HIG-B, Phase I Police Station: Jadavpur, Kolkata - 700 075, do hereby solemnly affirm and declare as follows:-

11. That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

12. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Anita Basu

Deponent

Identified by me

Debdas Chatterjee

Advocate

14.12.2010

Prepared by me

[Signature]
Advocate

Attested & Certified
true and correct

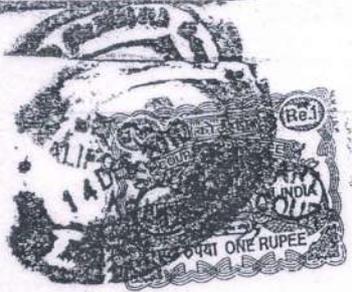
[Signature]
Notary Public, Kolkata
Notary Judge's Court, Police
Court, Regd. No. 2666/2004
Govt. of India



14 DEC 2010



35/14
14 DEC 2010
AFFIDAVIT



Civil Judge (Sr. Division)
9th Court, Alipore
South 24 P. O. Uanias

E-18

I, Mousumi Guhathakurta, Wife of Late Animesh Guhathakurta, aged about 36 years, by faith Hindu, by occupation House Wite, residing at 7C, Tiljala Place, Police Station: Karaya, Kolkata - 700 017, do hereby solemnly affirm and declare as follows:-

15. That I am the defendant no. 1 in the above suit and as such I am fully conversant with the facts and circumstances of the case.

This is true to my knowledge.

16. That the statements made in the above paragraph nos. 1 to are true to my knowledge and those made in paragraph nos. to are my humble submission to this Learned Court.

Mousumi Guhathakurta

Deponent

Identified by me

Prepared by me

[Signature]
Advocate

[Signature]
Advocate
14/12/2010



NOTARY PUBLIC & REGISTRAR
B. S. Das
Notary Public, Kolkata
Alipore Judges Court/Alipore
Court, Regd. No. 108/2009
Govt. of India

14 DEC 2010





NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

E-~~X~~

TO ALL MEN THESE PRESENTS SHALL COME, I, MIHIR BARAN BASU Advocate & Notary practising as a NOTARY in the Alipore Judges' Court within the District of SOUTH 24-PARGANAS of the Govt. of West Bengal within the Union of India do hereby declare that the Paper Writings collectively marked "A" annexed hereto hereinafter called the Paper Writings "A" are presented before me by the executant(s).



Sri. Bimal Ghosh,

F- 84/503, Peerless Nagar,

P.O. Panichati, P.S. Khordah,

KOL-700116. "AND OTHERS"

Made part of the Decree
Sujay Kumar Das
Civil Judge (Sr. Div.)
Alipore
South 24-Parganas
03/6/11

hereinafter referred to as the "executant(s)"
on this the 12th day of July
Two Thousand Ten

The "executant(s)" having admitted the execution of the "Paper Writings "A" in respective hand(s) in the presence of the witness(es) who has such, subscribe(s) signature(s) thereon and being satisfied as to the identity of the executant(s) and the said execution of the "Paper Writings "A" and testify that the said execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF Being requested of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or any require.

IN FAITH AND TESTIMONY WHEREOF I, MIHIR BARAN BASU the said Notary, have hereinto set and subscribed my hand affixed my Notarial Seal of Office at Alipore Judges' Court Compound Kolkata-27 in the District of South 24-Parganas on this the 12th

day of July 2010

MIHIR BARAN BASU

Notary

Govt. of West Bengal
Regd. No. 101 of 2007
Alipore Judges' Court
Dist. South 24-Parganas



67/2010

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

E-20

B 087338

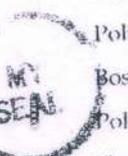
पश्चिम बंगाल WEST BENGAL

DEED OF AGREEMENT / SETTLEMENT

THIS MEMORANDUM is made on this 8th day of July 2010

BETWEEN (1) Bimal Ghosh, Husband of Manjula Ghosh since deceased (2) Swati Ghosh, (3) Aish Ghosh, both daughter and son of Manjula Ghosh since deceased presently residing at Villa Riant Lac, No.4 Chemindes Garettes, 1295 Mies, Vaud, Switzerland Representing through their Constituted Attorney Mr. Asit Kumar Bhattacharya, (4) Subir Bose son of Reba Bose, deceased, (5) Kaustav Kanti Chatterjee son of Ruma Chatterjee, deceased, (6) Biresw Chandra Guha son of Late Sailesh Chandra Guha, presently residing at D4/503, Peerless Nagar, Post Office: Paninati Police Station: Khardah, Kolkata - 700 114, (7) Indira Bose wife of Sri Ashish Baran Bose, presently residing at 164, Bireswar Banerjee Street, Post Office: Bhadrakali, Police Station: Uttarpara, District: Hooghly, Pin. Code: 712 232 (8) Sanjukta Guha Shyam wife of Sri. Radhey Shyam, presently residing at FD 1, Flat 2, Sector III, Police Station: Bidhannagar (N), Salt Lake, Kolkata - 700 106,

Relator - Asit
Asit Kumar
Javed. Asit
Shahed for on



Asit K. Chatterjee, Constituted Attorney of Bimal Ghosh, Swati Ghosh & Aish Ghosh

Subir Bose on behalf of Kaustav Kanti Chatterjee

Supra Dhr. Subhra Roy
Sanjukta Guha Shyam Indira Bose

Koushik Guha Thakurta

Koushik Guha Thakurta

Shouvik Chatterjee

Subir Bose
Sujata Chatterjee

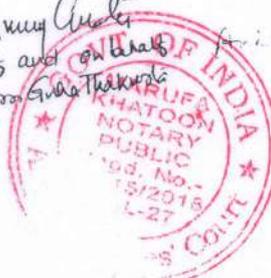
Paina Guha Thakurta

Tankar Guha Thakurta

Chiranjit Guha
for Self and on behalf of Ritorn Guha Thakurta

Jagannath Guha Thakurta

Utsav Guha Thakurta



Civil Judge (Sr. Division)
9th Court, Alipore
Kolkata 74-Paludanias

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(9) Mousumi Guhathakurata wife of Late Animesh Guhathakurata, (10) Kaushik Guhathakurata, son of Late Animesh Guhathakurata (11) Shouvik Guhathakurata, son of Late Animesh Guhathakurata (12) Sujata Guhathakurata wife of Late Nikhilesh Guhathakurata, (13) Bina Guhathakurata wife of Late Rana Guhathakurata, (14) Tirthankar Guhathakurata, son of Late Rana Guhathakurata, (15) Chinmoy Guhathakurata son of Late Nirupam Guhathakurata, (16) Anita Basu, wife of D. K. Basu, (17) Rittom Guhathakurata son of Late Goutom Guhathakurata, (18) Jagannath Guhathakurata son of Late Sudhir Guhathakurata, (19) Utsav Guhathakurata son of Late Biswanath Guhathakurata, (20) Sirta Ghosh wife of Late Indu Bhushan Ghosh, & (21) Subhra Roy wife of Sri Anarendranath Roy. hereinafter referred to as the party of the first part (which term of expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART;

And

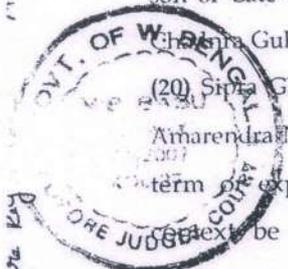
(1) MR. JAVED AKHTAR, son of Late H. M. Ishaque, of 44D, Shamsul Huda Road, Kolkata - 700 017, (2) Mrs. SHAHEDA PARVEEN wife of Javed Akhtar of 44D, Shamsul Huda Road, Kolkata - 700 017, (3) MR. REHAN JAVED, son of Javed Akhtar of Shamsul Huda Road, Kolkata - 700 017 & (4) MR. IRFAN JAVED, son of Javed Akhtar of Shamsul Huda Road, Kolkata - 700 017, hereinafter referred to as the party of Second Part (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART;

WHEREAS one Begum Lutfunnessa, wife of Late Khan Sahib Moulavi Wahiduzzaman was the recorded owner of the property being Premises No.7, Tiljala Place, Kolkata - 700 017 and being called as part of 11 No., Dilkusha Street, Kolkata comprising an area of more or less 33 Cottahs.

AND WHEREAS the parties of First Part since long were paying all taxes and other outgoings in respect of the premises in question and also of the two storied building erected a two storied building there as their residence which was built by their predecessors and thereafter on the predecessor of the 1st part filed a suit in the court of Learned Second Sub Judge at Alipore

Javed Akhtar
Shaheda Parveen

Rehan Javed
Irfan Javed



M. B. BASU
10/1/2010

Mousumi Guhathakurata
Anita Basu
Cherway Ghosh
for self and on behalf of
Koushik Guhathakurata
Bina Guhathakurata
Jagannath Guhathakurata
Anita Basu on behalf of
Koushik Guhathakurata
Sujata Guhathakurata
Indira Bose
Sirta Ghosh
Asst. M. Matthechar
constituted attorney of
the 1st part ND-

Civil Judge (Sr. Division)
9th Court, Alipore
KOL-27

E-122

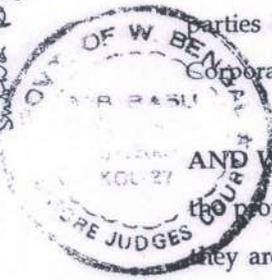
Anila Basu

being Title Suit No.216 of 1979 and obtained a decree for partition in their favour and the property in question had been divided amongst themselves amicably by metes and bounds.

Javed Akter
Shahada Parviza

AND WHEREAS the entire property demarcated as 7A, 7B, 7C, 7D, 7E & 7F, Tiljala Place, Kolkata - 700 017 by virtue of partition decree passed by Learned Sub Judge at Alipore on 11.2.1985 and the name of the respective parties have also been recorded in the record of the Kolkata Municipal Corporation.

Sudhakar Roy



AND WHEREAS the parties of the First Part are in possession in respect of the property in question being 7A to 7F Tiljala Place, Kolkata - 700 017 and they are residing there along their families and are paying taxes and other outgoings in respect of the property to the appropriate authority.

Rohin Inad
Ajay Kumar

AND WHEREAS the premises being No.7D, Tiljala Place, Kolkata - 700 017 has been recorded in the name of Sri Biresh Chandra Guha, Smt. Indira Bose and Smt. Sanjukta Guha now Smt. Sanjukta Guha Shyam.

Javed Akter

AND WHEREAS the said portion consist of a ground plus four storied building having number of flats under occupation and/or possession of Occupiers, out of which only ^{Abhyam & Osh} (Three) flats and part of car parking spaces are in occupation and/or possession of Sri Biresh Chandra Guha, Smt. Indira Bose and Smt. Sanjukta Guha Shyam. The details of which have been described in the schedule below.

Handwritten signature and date: 10/1/2017



Handwritten notes and signatures at the bottom of the page, including names like Anila Basu, Jagannath Guha, Sanjukta Guha Shyam, and various legal representatives.

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and contesting the suit by filing written statement with counter claim against the party of the first part claiming the parties of the Second Part as full and absolute owner of the said properties.

Javed Anis
Shubela Faruqi

AND WHEREAS related to premises No.7F, Tiljala Place, Kolkata - 700 017, the owner Sri Jagannath Guhathakurta, Sri Biswanath Guhathakurta, Smt. Shipra Ghosh and Smt. Subhra Roy entered into an agreement with M/S Sufia Housing Pvt. Ltd. for developing the premises mentioned above. But nothing was materialized. In the meantime two signatories Nirupam Guhathakurta and Biswanath Guhathakurta among the parties who granted a general power of attorney to M/S Sufia Housing Pvt. Ltd., died. Consequently the power of attorney stands invalid and the agreement copy which submitted here with should be treated as cancelled.

Rabin Jind
Ajay Jind

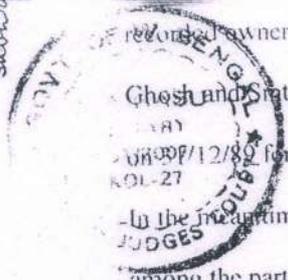
AND WHEREAS the party of the second part subsequently obtained peaceful vacant possession of the premises No. 7F, Tiljala Place in its entirety from its occupiers and are possessing the same without any obstruction or encumbrance whatsoever from any quarter.

AND WHEREAS the parties here with the intervention of the local people and common friends have settled the dispute amicably on the following terms and conditions:

TERMS AND CONDITIONS



Subhra Roy



Handwritten signature and stamp: 'Subra Basu', '24/7/2010', '9th Court Alipore', 'KOL-27'.

2 JUL 2010

Subra Basu / Subra Basu an behalve as Kantar Kant Chatterjee
Uttara Guha Thakurta / Jagannath Guha Thakurta Sanjukta Guha Sanyal
Sipra Ghosh

Chiranjit Guha for self and on behalf of Subra Basu
of Rishon Guha Thakurta
Kausik Guha Thakurta / Kausik Guha Thakurta
Tathankar Guha Thakurta
Indira Bose
Asit K. Bhattacharya,
constituted attorney of
debt. No.

E-125

Anila Basu

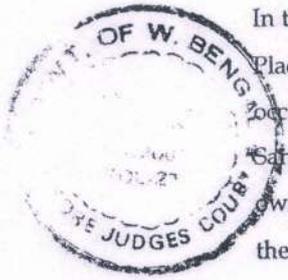
Sushila Ray

Subs & Basu dubs & Basu an bhawit ect Manu tar xant C. Mookerjee

1. That the parties of the first by relinquishing all their right, title, interest and claims over the scheduled property & will deliver peaceful possession of the property in question as is where is basis which is specifically mentioned in the schedule below in favour of the second parties within 6 (Six) months from the date of execution of this agreement.

Javed Anwar

Shaheda Parveen



In this connection it is to be mentioned that in respect of 7D, Tiljala Place only the ^{Shyam} Three flats and part of car parking space under occupation/possession of Biresh Chandra Guha, Indira Bose and Sanjukta Guha Shyam shall be delivered in favour of the present owner. But it is also settled that the interest to the said building of the other parties who are in occupation/possession of the remaining flats shall not be disturbed in anyway by the present owner.

Javed Anwar

2. That it is unequivocally admitted by the parties of the first part that the party of the second part have already purchased the aforesaid property from Begum Lutfunnessa the recorded owner by virtue of four Registered Deed of Conveyance dated 20.03.1998 and copy of the said deeds have already been annexed with their counter claim filed by them in the pending proceedings.

Rehan Saad

Affan Yaseen

3. It is settled by and between the parties hereto that all the Municipal Taxes and the Government Taxes and all other levies as already



Handwritten signature and stamp of the court.

Uttara Guha Talukta Jagannath Guha Thakurta Sanjukta Guha Shyam Biresh Chandra Guha
Indira Bose
Sushila Ray
Koushik Guha Talukta and on behalf of Biresh Chandra Guha Thakurta
Tannayka Guha Talukta
Sifat Guha
Asit K. Maittey, constituted attorney of left No

Civil Judge, Sr. Division
6th Court, Alipore
Kolkata 74-Paraganas

Subscribed by Anil Baran

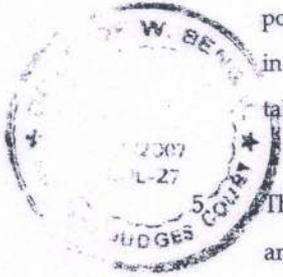
imposed or will be imposed in future, parties of the 2nd part including of their respective heirs, executors, administrators and assigns shall absolve the parties of the 1st part of any claim whatsoever from Government or Municipal bodies or any other bodies or person.

Javed Akter

Shahada Parveen

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4. It is also settled that any claim/taxes arising in respect of the portions of 7, Tiljala Place in future, the parties of the 1st part shall in no way be responsible and any claim whatsoever arising shall be taken care by the parties of the 2nd part.



That the parties of the second part have already acquired right, title and interest over the said property by way of purchase and the same has been accepted and admitted by the parties of the first part. Parties of the second part knowing about the details of nature, status etc. of the properties involved in this document agreeing to execute this document and as such no future action whatsoever would be brought against the parties of the first part. Parties of the second part being satisfied about the title of the property are entering this deed of agreement/settlement on their own accord and are paying the amounts noted in the document.

Rohan Jindal

Atif Jameel

6. That the parties of the first part have accepted the proposal of understanding given by the second parties.

Subscribed by Anil Baran on behalf of Kamini Kanti Chatterjee

At BASE
Date: 01/02/2018



Asit Mr. Bhattacharya, constituted attorney of the left. No.

Uttara Guha Thakurta Jagannath Guha Thakurta Sanjukt Guha Shyam
Chandray Gupta for self and on behalf of Rajesh Guha Thakurta
Rousmi Guha Thakurta Wala Kaushik Guha Thakurta Indira Guha
Bina Guha Thakurta Tathankar Guha Thakurta Sipa Guha

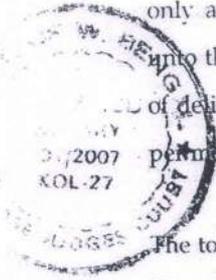
Judge (Sr. Division)
1st Court, Alipore
Kolkata 74-Paraganas

~~E-17~~

7. That the parties of the first part voluntarily agree to vacate the property in question conditionally and forever the property described in the schedule below and the parties of the Second Part agree to compensate the party of the first part before delivery of possession by way of compensation of Rs.1,00,00,000/- (Rupees One Crore) only out of which party of the first part shall get a sum of Rs. 93,33,332/- (Rupees Ninty Three Lac Thirty Three Thousand Three Hundred Thirty Two) only as advance Part Payment and the balance sum would be paid into the parties of the first part by the party of the second on the date of delivery of peaceful vacant possession of the scheduled property as per memo mentioned in the schedule below.

Javed: Anitya

Shahela Farooq



The total compensation money a sum of Rs. 1,00,00,000/- (Rupees One Crore) only will be paid by the party of the Second Part to the party of the first part out of which second party shall pay a sum of Rs. 93,33,332/- (Rupees Ninty Three Lac Thirty Three Thousand Three Hundred Thirty Two) only as advance payment and the balance compensation money will be paid at the time of delivery of possession of the residential building being premises No. 7C, Tiljala Place, Kolkata - 700 017.

Rohan Javed
Shah Javed

The advance payment of Rs. 93,33,332/- (Rupees Ninty Three Lac Thirty Three Thousand Three Hundred Thirty Two) only will be paid by the parties of the second part to the parties of the first part as follows:-



JUL 2018

Asit kr. Bhattacharya, constituted attorney of left. NO-

Uttam Guha Halder Jagannath Guha Thakurta Sanjivita Guha Shyam
Sind in line
Cecily May Galdier for self and on behalf of Rithon Guha Thakurta
Sifatoona Thakurta Indira Bose
Bina Guha Thakurta Kaushik Guha Thakurta Shouvik Guha Thakurta
Sipra Guha

Anila Basu
Subrata Ray
Subin Basu on behalf of Kaustav Kanti Chatterjee
Subin Basu

Civil Judge (S. District)
9th Court, Kolkata

Anila Basu

Filed. Atis.

Shahabuddin Parson

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- 1. Bimal Ghosh
- 2. Swati Ghosh
- 3. Atish Ghosh

Legal heirs of Manjula Ghosh, deceased representing through their
 Constituted Attorney Mr. Asit Kumar Bhattacharya Advocate Rs. 20,00,000
 (Twenty Lac Only) Vide Managers Cheque No. 062633 & 062709 dt.16/06/10 &
 17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.

Suitor by



4. Subir Bose son of Reba Bose, deceased Rs. 9,50,000
 (Rupees Nine Lac Fifty Thousand only) Vide Managers Cheque No. 062651 &
 062671 dt.16/06/10 & 17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata -
 700017.

5. Kausav Kanti Chatterjee son of Ruma Chatterjee, deceased Rs. 9,50,000
 (Rupees Nine Lac Fifty Thousand only) Vide Managers Cheque No. &
 dt. & of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.

Return Filed
Aten/Invent.

6. Biresh Chandra Guha son of Late Sailesh Chandra Guha Rs. 6,68,000
 (Rupees Three Lac Thity Four Thousand Only) Vide Managers Cheque No. 062649
 dt. 16/06/10 & (Rupees Three Lac Thity Four Thousand Only) Vide Managers
 Cheque No. 062673 dt.17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata -
 700017.

7. Indira Bose wife of Sri Ashish Chandra Bose Rs. 6,66,000
 (Rupees Three Lac Thity Three Thousand Only) Vide Managers Cheque No. 062648
 dt. 16/06/10 & (Rupees Three Lac Thity Three Thousand Only) Vide Managers
 Cheque No. 062674 dt.17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata -
 700017.

& Sanjukta Guha Shyam wife of Sri Radhe Shyam Rs. 6,66,000
 (Rupees Three Lac Thity Three Thousand Only) Vide Managers Cheque No. 062647
 dt. 16/06/10 & (Rupees Three Lac Thity Three Thousand Only) Vide Managers
 Cheque No. 062682 dt.17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata -
 700017.



Asit Kr. Bhattacharya, constituted attorney of debt - No-

Uttar Guha Shukta Jagannath Guha Thakurta Sanjukta Guha Shyam
 Chiranjib Kuber for self and on behalf of Rajkon Guha Thakurta Indira Bose
 Konink Guha Thakurta Birendra Guha Thakurta Sifra Ghosh
 Kausik Guha Thakurta Tathankar Guha Thakurta

Subir Bose Subir's Assignem Behalf of Kausav Kanti Chatterjee

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Anila Basu

9. Mousumi Guhathakurata wife of Late Animesh Guhathakurata Rs. 55,556
(Rupees Fifty Five Thousand Five Hundred Fifty Six only) Vide Managers Cheque
No. & dt. & of HDFC Bank, U.N.Brahmachari Street, Kolkata -
700017.

Javed Anubis
Shahabuddin

Subra B. B.

10. Kaushik Guhathakurata son of Late Animesh Guhathakurata Rs. 55,555
(Rupees Fifty Five Thousand Five Hundred Fifty Five only) Vide Managers Cheque
No.062645 & 062694 dt. 16/07/10 & 17/06/10 of HDFC Bank, U.N.Brahmachari
Street, Kolkata - 700017.



11. Shouvik Guhathakurata son of Late Animesh Guhathakurata Rs. 55,555
(Rupees Fifty Five Thousand Five Hundred Fifty Five only) Vide Managers Cheque
No.062644 & 062695 dt. 16/07/10 & 17/06/10 of HDFC Bank, U.N.Brahmachari
Street, Kolkata - 700017.

Rohan Javed
Attorney Javed.

12. Sujata Guhathakurata wife of Late Nikhilesh Guhathakurata Rs. 1,66,666
(Rupees One Lac Sixty Six Thousand Six Hundred Sixty Six Only) Vide Managers
Cheque No.062643 & 062700 dt. 16/07/10 & 17/06/10 of HDFC Bank,
U.N.Brahmachari Street, Kolkata - 700017.

13. Bina Guhathakurata wife of Late Rana Guhathakurata Rs. 83,335
(Rupees Eighty Three Thousand Three Hundred Thirty Five only) Vide Managers
Cheque No.062642 & 062696 dt. 16/07/10 & 17/06/10 of HDFC Bank,
U.N.Brahmachari Street, Kolkata - 700017.

14. Tirthankar Guhathakurata son of Late Rana Guhathakurata Rs. 83,335
(Rupees Eighty Three Thousand Three Hundred Thirty Five only) Vide Managers
Cheque No.062641 & 062697 dt. 16/07/10 & 17/06/10 of HDFC Bank,
U.N.Brahmachari Street, Kolkata - 700017.

15. Chinmoy Guhathakurata son of Late Nirupam Guhathakurata Rs. 2,66,666
(Rupees Two Lac Sixty Six Thousand Six Hundred Sixty Six only) Vide Managers
Cheque No.062640 & 062702 dt. 16/07/10 & 17/06/10 of HDFC Bank,
U.N.Brahmachari Street, Kolkata - 700017.



Subra B. B. on behalf of Maruf Khatun

Asst. Mr. Anathacharys, constituted attorney of debt no-

Uttara Guhathakurata Jagannath Guhathakurata Sanjivita Guhathakurata

Chairman Guhathakurata for self and on behalf of Ritam Guhathakurata Sifat Anathacharys Indira Bose
Bina Guhathakurata Kanchit Guhathakurata Tirthankar Guhathakurata Sifat Guhathakurata

Subscribed by Anita Basu

16. Anita Basu wife of D.K. Basu Rs. 3,33,332
(Rupees Three Lac Thirty Three Thousand Three Hundred Thirty Two only) Vide Managers Cheque No.062639 & 062703 dt. 16/07/10 & 17/06/10 of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.

Javed Anis
Shahid Parveen

~~E-130~~

Subscribed by Nubin Baran on behalf of Kanakar Kanti Maity

17. Rittom Guhathakurta son of Late Goutam Guhathakurta Rs. 3,33,332
(Rupees Three Lac Thirty Three Thousand Three Hundred Thirty Two only) Vide Managers Cheque No.062638 & 062704 dt. 16/07/10 & 17/06/10 of HDFC Bank, U.N. Brahmachari Street, Kolkata - 700017.

Rohin Javed
Atiq Khan



18. Jagannath Guhathakurta son of Late Sudhir Chandra Guhathakurta Rs. 6,00,000
(Rupees Six Lac only) Vide Managers Cheque No. & dt. & of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.

19. Utsav Guhathakurta son of Late Biswanath Guhathakurta Rs. 6,00,000
(Rupees Six Lac only) Vide Managers Cheque No. & dt. & of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.

20. Sipra Ghosh wife of Late Indu Bhushan Ghosh Rs. 4,00,000
(Rupees Four Lac only) Vide Managers Cheque No. & dt. & of HDFC Bank, U.N.Brahmachari Street, Kolkata - 700017.



Asit K. Bhattacharya, constituted attorney of debt No

Utsav Guhathakurta Jagannath Guhathakurta Sanjukta Guha Shyam
Chirway Gubla for self and on behalf of Reborn Guhathakurta Sujata Ananthakranta Indira Bose
Koushik Guhathakurta
Bina Guhathakurta
Tinkar Guhathakurta
Sipra Ghosh

Anita Basant

Subhra Roy

Subhra Roy Kanti Chatterjee

Subhra Roy Kanti Chatterjee

21. Subhra Roy wife of Sri Amarendra Nath Roy
(Rupees Four Lac only) Vide Manager's Cheque No. & dt. & of
HDFC Bank, U.N. Brahmachari Street, Kolkata - 700017.

Rs. 4,00,000

Janak Anand
Shahela Parveen

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The balance compensation money of Rs. 6,66,668/- (Rupees Six Lac Sixty Six Thousand Six Hundred Sixty Eight) only shall be paid by the parties of the second part to No. 9 to 15 of the parties of the first part only.

Robin Jind
Officer In-charge

- 9. Mousumi Guhathakurata Rs. 55,556
- 10. Kaushik Guhathakurata Rs. 55,555
- 11. Shouvik Guhathakurata Rs. 55,555
- 12. Sujata Guhathakurata Rs. 1,66,666
- 13. Bina Guhathakurata Rs. 83,335
- 14. Tirthankar Guhathakurata Rs. 83,335
- 15. Chinmay Guhathakurata Rs. 1,66,666



8. That it is further agreed that after delivery of possession on or before the party of the first part shall not claim any right, title,

Asit K. Bhattacharya, constituted attorney of debt No -
Usha Guha Thakurta, Jagannath Guha Thakurta, Sanjanta Guha Shyam
Chinmay Guha Thakurta for self and on behalf of Sujata Guha Thakurata, Indira Bose
Mousumi Guha Thakurata, Bina Guha Thakurata, Kaushik Guha Thakurata, Shouvik Guha Thakurata, Tirthankar Guha Thakurata, Sipa Guha

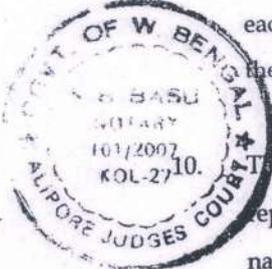
Shree to y Anila Bacc

interest or equity in the property described in the schedule below and simultaneously after giving up their right, title and interest in the scheduled property in the favour of the party of the second part the party of the first part would be paid a sum of Rs.20,00,000/- (Rupees Twenty Lac) only being the balance compensation money in lieu of relinquishing their right, title, interest and handing over possession of the schedule property unto the second parties.

Javed. Anshu
Shobhika Parveen

E-22

9. That the parties shall not claim any right/and/or interest against each other in any manner whatsoever after delivery of possession of the property.



That the parties of the first part and their authorized representatives shall make an application for expunging their names from the cause title of plaint of T. S. No/53 of 2004 stating therein relinquishment of their right, title and possession in favour of the party of the second part who will duly apply for protection of their interest in the Title Suit No.53 of 2004 in lieu and instead of the first parties.

Robin Javed
Anshu Javed

11. That it is further agreed by and between the parties herein that the instant Deed of Settlement will be treated as a part of compromise application and will be binding upon all the parties herein.

Subroto Sanyal Subroto Sanyal on behalf of Kanakar Kanakar Chatterjee

Handwritten signature and stamp of Subroto Sanyal, dated 10/1/2007.



JUL 2010

Asstt. Mr. Bhattacharya, constituted attorney of debt No -

Uttam Guha Shukla Jagannath Guha Thakurta Sanjukta Guha Shyam

Chiranjyoti Guha - for self and on behalf of Pitrom Guha Thakurta
Koushik Guha Thakurta
Sujata Chatterjee
Tirthankar Guha Thakurta
Sujata Chatterjee
Sujata Chatterjee
Sujata Chatterjee
Sujata Chatterjee

Anita Basu
Subba Roy
Anita Basu on behalf of Krishna Kant Chatterjee
Anita Basu

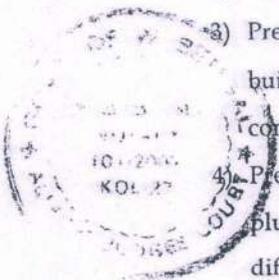
12. All other cases/suits relating to the scheduled properties now pending before any forum shall also be withdrawn by the parties concerned, at the earliest.

Javed Akhter
Shahinur Rahman

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SCHEDULE OF THE PROPERTY

- 1) Premise No.7A, Tiljala Place, Kolkata - 700 017 vacant land, part of which is under occupation of unauthorized occupants.
- 2) Premises No.7B, Tiljala Place, Kolkata - 700 017, vacant land
- 3) Premises No.7C, Tiljala Place, Kolkata - 700 017 residential building to be delivered after full and final payment of compensation amount.
- 4) Premises No.7D, Tiljala Place, Kolkata - 700 017 ground floor plus four storied building consisting of several flats occupied by different persons except 4(four) flats lying vacant under occupation of the recorded owner 3(three) flats in the first floor and 1 flat on the 4th floor and part of car parking space.
- 5) Premises No.7E, Tiljala Place, Kolkata - 700 017 fully vacant land
- 6) Premises No.7F, Tiljala Place, Kolkata - 700 017 fully vacant land



Rehan Javed
Hajir Ahmed



Asst. Kn. Bhattacharya, Constituted attorney of left. No-

Uttar Guha Shukla Jagannath Guha Thakurta Sanjanta Guha Shyam

Chinmay Gupta for self and on behalf of Rakhee Guha Thakurta

Sejanta Chakravarty Suman Chakravarty
Sipra Guha

Kousumi Chatterjee
Bina Guha Thakurta

Kanchit Subhadhara Shrivik Chakravarty
Tithankar Guha Thakurta

WITNESS WHEREOF the parties have hereto set their hand on these present the

Day month and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

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WITNESS:

1. Bimal Ghosh
2. Swati Ghosh
3. Alish Ghosh represented by their constituted attorney, Asitkr. Bhattacharya
4. Subir Basu
5. Subir Basu on behalf of Kavita Kanli Chatterjee
6. Sindhu Chatterjee
7. Indira Bose
8. Sanjita Guha Sanyal
9. Kousmi Guha Thakurta
10. Kaushik Guha Thakurta
11. Shouvik Guha Thakurta
12. Sufata Guha Thakurta
13. Parna Guha Thakurta
14. Tarthankar Guha Thakurta
15. Anmay Guha Thakurta
For Self and on behalf of Ritom Guha Thakurta
16. Anita Basu
- 17.
18. Jagannath Guha Thakurta

Chennaray A/can
14/14, Anand Huda Rd.
KOL-17 877110



M. S. BASU
Bipore Judges Court
No. 101/2007

Sipra Ghosh
Subscribed By



Kousmi Guha Thakurta

Present: Shri Sanjay Kumar Sharma,
Civil Judge (S), Division 1, 9th Court, Alibore

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53/04 Civil Judge (S), Division 1, 9th Court, Alibore

Shri. Houshumi Chandra Thakurta

4.2.11 Defendant nos 7-9 and 11-14 like
nos. 10. Defendant nos 11-14 like

a. Petition for an addt of hearing.

HD. Prayer for addt is allowed. To

10.3.11 for hearing Petition dt. 14.12.10

[Signature]
JSD

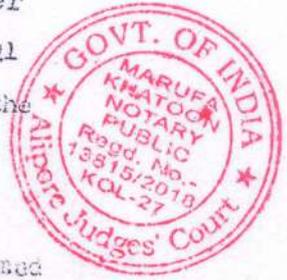
10.3.11 Defendants 7 to 9 and 11 to 14
like nos. 10. Petition dt. 14.12
10 for combine the suit as
taken up for hearing. D.W. nos
1 and 2 are examined at 14.12
examined Declined. HD: JSD

[Signature]
JSD

24.03.11

A petition U/or.23 Rule 3 read with
Section 151 of the C.P.C. is filed supported
in independent Affidavits on dated 14.12.10
on behalf of defendant nos. 1 to 21 and added
defendant nos. 11 to 14. This petition is
filed along with one Deed of Agreement/Settlement
dated 08.07.10 duly Notarized.

Moving the said petition, the Ld. Lawyer
appearing on behalf of defendant nos. 1 to 21
and defendant nos. 11 to 14 submit that by the
Order of the Hon'ble High Court, Calcutta
the defendant nos. 11 to 14 have been added
as parties to the suit. The reliefs as claimed
by the plaintiff in the instant suit are the



-2-

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same which is raised by at the counter claim by the defendant nos. 11 to 14. The Constituted Attorney Manindra Ganguly representing the original plaintiff lady Begum Lutfunnessa has got no locus standi to represent the plaintiff lady in view of revocation of the Power of Attorney. By way of counter claim in the W.S. the added defendants claimed the same relief.

Admitted position is that the defendant nos. 1 to 21 did not choose to file any reply to the counter claim set up by the added defendants. Now in terms of the settlement in the strength of Settlement Deed dated 08.07.10, the defendant nos. 1 to 21 and added defendant nos. 11 to 14 have mutually and lawfully settled their disputes amicably. They got respective portion of the suit property. Ld. Lawyer drew my attention to the settlement deed and contents of the compromise petition.

On the basis of the compromise petition, one Chinmoy Guha Thakurta on behalf of defendant nos. 1 to 10 is raised to dock and examined as D.W.1. His cross-examination is declined. One Javed Akhtar is examined as D.W.2 on behalf of himself and added defendant nos. 12, 13 and 14 and his cross-examination is declined.

After hearing both the defendants and the added defendants side and on carefully scrutiny of the contents of the compromise petition along with the contents of the Deed of Agreement/Settlement dated 08.07.10, I am of the view that the aforesaid



-.3.-

Civil Judge (Sr. Division)
9th Court, Alipore
South 24 Parganas

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partystanding against each other in respect of the
suit dispute have amicably come to terms. This is
gratified by the evidence recorded to-day on dock.

I am in a position ~~therefore~~ that there is
no embargo in allowing the petition for compromise
on the strength of compromise petition itself as
well as the evidence recorded on dock and also the
Deed of Agreement.

C.F. paid is correct.

Hence, it is

Ordered

That the instant suit be and the same is
decreed on compromise between defendant nos.1 to 21
and added defendant nos.11 to 14 as per compromise
petition.

Let the ~~compromise~~ petition along with the
Deed of Agreement/Settlement dated 08.07.10 be made
part of the decree.

Dictated & corrected by me.

Civil Judge (Sr. Divn)

Civil Judge (Senior Division)
9th Court, Alipore

31/5/11

Present sealed and signed
this day

YJ (Sr. Divn)



West Bengal Form No. 3263

HIGH COURT FORM No. (J) 25
DECREE IN ORIGINAL SUIT

(Order 20, Rules 6 and 7, Code of Civil Procedure)

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District - 24 Parganas (South)

9th Court of Civil Judge (Sub. Div.) at Alipore.
Title Suit No. 53 of 200 4

Begum Lutfunnessa w/o. Late Khom Sahid Maul-
ai Wahiduzzaman, at present residing at 10/1,
Ballygunge Circular Rd. Mofakhil Commercial Rd.
Dhaka, Bangladesh, represented by Sri. Manindra
Kumar Ganguly, being her constituted Attorney,
S/o. Pt. Dhivendra Nath Ganguly of ~~Plaintiffs~~ Banga-
nagar, P.S. Alipore, District, South 24 Parganas.

Versus

Plaintiffs

16-i) Smt. Mousumi Raha Thakurta, wife of Mr.
Animesh Raha Thakurta. (16-ii) Sri. Kausliq Raha
Thakurta (16-iii) Sri. Shauvik Raha Thakurta
both sons of late Animesh Raha Thakurta, all
of H.C. Tiyala Place, Kolkata-700017. (1-c) Sri.
Chinnoy Raha Thakurta s/o. Mr. Nirupam
Raha Thakurta (1-d) Smt. Anita Basu D/o. late
Nirupam Raha Thakurta, (1-a) Rittom Raha
Thakurta s/o. Mr. Gautam Raha ~~Defendant(s)~~ Thakurta
(1-b) Smt. Bina Raha Thakurta w/o. late Rama
Raha Thakurta (1-g) Sri. Prithankar Raha
Thakurta s/o. late Rama Raha Thakurta.
(1-h) Smt. Sujata Raha Thakurta w/o. late
Nikhil Raha Thakurta (1-j) Smt. Sanjukta
Raha Thakurta all of F.C. Tiyala Place,
P.S. Karaya Kal-17. w/o. Sri. Radhoy Ghosh
Raha Thakurta of P.D.T. sector - III, Bidh-
anagar, Kolkata-700069.

Defendants

(contd page 5)

Claim for: Suit for Declaration and
Injunction valued at Rs-30,101/2



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st
Ca

This suit coming on this day for final disposal before Sri. B.K. Sharma - C
Judge (Sr. Divn) 9th Court Alipore in the presence of
and of Sri. Subrata Kr. Chowdhury - (Adv) for the Plaintiff
Sri. Prachin Datta (Adv) for the Defendant.

It is ordered and decreed that the instant suit be and the so
is decreed on compromise between defen
nos. 1 to 21 and added defendant, 12014
as per compromise petition.

Let the compromise pet along
with the Deed of Agreement / Settlement
dated 08.07.10 be made part of the
decree.

and th
be pr



ad
Sri

(3)

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† Schedule referred to above †

All that piece and parcel of land and tanks measuring more or less 1 bisha 13 cottaks 2 chittaks 13 sq. ft. together with 2 storied building standing thereon in Dili fam-channagram, Division - 5, sub-Division 1, Teiji No. 2833, being Holding No. 126, formerly 360 within the limits of the Calcutta Municipal Corporation being portion of premises no. 7, Bhalu Place and part of 11, Dilkhusa Street, P.S. Paraya formerly Ballygunge Calcutta -



and that the sum of Rs.

be paid by the

to the

in account of the costs of this suit, with interest thereon at the rate of

per cent. per annum from this date to date of realisation.

Given under my hand and the seal of this Court, this*

of March 20 11

certified that the
s and address
— by the parties.

*Enter here the
date of the
Judgement

20/11

Sanjay Kumar Sharma
Civil Judge (Sr. Divn.) 03/6/11
9th Court, Alipore
South 24-Parganas
Judge

N.B. - This Judge shall make an autograph note stating the date, month and year on which the decree is signed and initial the corrections or alterations, if any

(4)

~~E-11~~

COSTS OF SUIT

(Compd. page)

Plaintiff	Rs	P	Defendant
1. Stamp for plaint			1. Stamp for power
2. Stamp for power			2. Stamp for petitions and affidavits
3. Stamp for petitions and affidavits			3. Cost of exhibits including copies made under the Bankers' Books' Evidence Act. 1891
4. Cost of exhibits including copies made under the Bankers' Evidence Act. 1891.			4. Pleader's fee
5. Pleader's fee on Rs.			5. Subsistence and travelling allowance of witnesses (including those of party, if allowed by judge)
6. Subsistence and travelling allowance of witnesses (including those of party, if allowed by judge)			6. Process fees
7. Process fees			7. Commissioner's fees
8. Commissioner's fees			8. Demi-paper
9. Demi-paper			9. Cost of transmission of records
10. Cost of transmission of records			10. Other costs allowed under the Code and Civil Rules and Orders.
11. Other costs allowed under the Code and Civil Rules and Orders.			11. Adjournment costs not paid in cash (to be deducted or added as the case may be)
12. Adjournment costs not paid in cash (to be added or deducted as the case may be)			
Total			Total

*10/2/03
mas
10/3/03
ab
2'*

NOTE 1. The parties should apply as soon as possible for the return of all exhibits which they may wish to preserve as it will be destroyed at the time prescribed by the High Court (Rule 557 et. seq. Civil Rules and Orders. vol. I).

NOTE 2. The above note or the Schedule of costs shall be penned through if there are no exhibits for return or no costs in favor of any party (see Note 1 to rule 486, Civil Rules and Orders. vol. I).



WBGP (Kadapura) 2002/2003-5M



(5)

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Contd. page 1)

Name of the defendant;

2a) Sri. Bimendu Ghosh (2b) Sri. Ash Ghosh (2c) Smt. Swati Ghosh all are of 7-C, Tiljala place, PS. Karaya, Kolkata-17. (3) Jagannath Guha (Thalwita, 4) Sri. Ustar Guha (Thalwita, 90. Late Biswanath Guha (Thalwita all of HC, Tiljala place, PS. Karaya, Kolkata-17. 5) Smt. Sipra Ghosh w/o. Sri. Indu Bahusam Ghosh of 53/18, Karaya Road, PS. Karaya, Kolkata-17. (6) Smt. Supra Ray w/o. Amarendra Nath Ray of 66-A Pratapaditya place, PS. Path gange, Kolkata - (7) Biresli Guha (Thalwita 80. Sailesh ch. Guha (Thalwita 8) Smt. Sanjivita Guha (Thalwita 2/0. Sailesh Guha (Thalwita both are residing at 48/36/B. South Sinthi Road, PS. Baranagar, Dist. North-24 Parganas. (9) Smt. Indira Bose w/o. Ashut Baran Bose 79, Bireswar Chatterjee Road, PS. Bhadrakali, Hooghly.

Defendants;
(Contd page 6)



Sanjay Kumar Sharma
03/6/11
Civil Judge (Sr Divn.)
9th Court, Alipore
South 24-Parganas

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(6)

(Contd. page 5)

Name of the defendants

- 10a). Sri. Subir Basu, 12, Paramahansa Deb Road, P. S. Alipore Kolkata-27.
- 10B) Sri. Kaustav Chatterjee, 121, Paramahansa Deb Road, P. S. Alipore, Kolkata 27. ----- Defendants.

11) Javed Akhtar 8/10, No. 77. M. Bhagat
 12) Shaheda Parveen wife of Javed Akhtar
 13) Drifan Javed, 14) Rehan Javed all sons of Javed Akhtar all are residing at 44/D1, Basmul Huda Road, P. S. Karaya, Kolkata - 17.

----- Added, Defendants

Sanjay Kumar Dasgupta
 Civil Judge (Sr Divn.) 03/6/11
 9th Court, Alipore
 South 24-Parganas



~~Annexure - R-10~~

~~59~~

~~E-144~~

SURRENDER OF POSSESSION

We, Subir Bose son of Late Gopen Bose and Sri Kaustav Kanti Chatterjee son of Ritendra Nath Chatterjee, presently residing at 12, Paramhansa Deb Road, Police Station: New Alipore, Kolkata - 700 027, do hereby state the following:

1. That we are the joint owners of premises No. 7A, Tiljala Place, P.S. Karaya, Kolkata - 700 017 comprising of an area more or less 5 (five) kottahs. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata - 700 017 and the same has been inherited by us by operation of law.
2. That we are handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata - 700 017, P.S. Karaya on this date in presence of the witness.
3. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
4. That the Owners have accepted the surrender and has taken possession of the portion by signing a copy of this declaration.
5. That we shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the present owners.

Witness:-

Shahnawaz Alam
44C, Shamsul Huda Rd.
KOL-17
8.7.10

Subir Bose
Subir Bose

Subir Bose
on behalf of Ritendra Nath Chatterjee
Kaustav Kanti Chatterjee



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SURRENDER OF POSSESSION

We, Bimal Ghosh husband of Late Manjula Ghosh, Atish Ghosh son of Late Manjula Ghosh and Swati Ghosh daughter of Late Manjula Ghosh, representing ~~Manjula Ghosh deceased~~ through their Constituted Attorney Asit Bhattacharya presently residing at Villa Riant Lac, No.4 Chemindes Garettes, 1295 Mies, Vaud, Switzerland.

Following:

1. That we are the joint owners of premises No. 7B, Tiljala Place, P.S. Karaya, Kolkata – 700 017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata – 700 017 and the same has been inherited by us by operation of law.
2. That we are handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata – 700 017, P.S. Karaya on this date in presence of the witness.
3. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
4. That the Owners have accepted the surrender and have taken possession of the premises vacant by signing a copy of this declaration.
5. That we shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the Landlords.

Witness:-

Shahnawaz Khan
44C, Shamsul Huda
Kot-

Asit Kumar Bhattacharya

Asit Bhattacharya



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SURRENDER OF POSSESSION

We, Biresh Chandra Guha son of Late Sailesh Chandra Guha presently residing at D4/503, Peerless Nagar, P.O- Panihati, P.S. Khardah, Kolkata – 700 114, Indira Bose wife of Ashish Baran Bose, presently residing at 164, Bireshwar Banerjee Street, P.O- Bhadrakali, P.S- Uttarpara and Sanjukta Guha Shyam, wife of Radhey Shyam presently residing at FD-1, Flat- 2, Sector- III, P.S- Bidhannagar(N), Kolkata – 700 106, do hereby state the following:

1. That we are the joint owners of premises No. 7D, Tiljala Place, P.S. Karaya, Kolkata – 700 017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata – 700 017 and the same has been inherited by us by operation of law.
2. That premises No. 7D, Tiljala Place, Kolkata – 700 017 ground floor plus four storied building consisting of several flats occupied by different persons except 4(Four) flats lying vacant under occupation of the recorded owner 3 (Three) flats in the first floor and 1 (One) flat on the 4th floor and part of car parking space.
3. That we are handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata – 700 017, P.S. Karaya on this date in presence of the witness.
4. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 8.07.2010.
5. That the Owners have accepted the surrender and have taken possession of the premises with occupiers / vacant flats under occupation of the above said owners by signing a copy of this declaration.
6. That we shall not be held responsible for any acts, deeds and omissions related to the said property henceforth and all liabilities shall be borne by the present owners.

Witness:-

1. Jagannath Guha Thakur

2. Shahnawaz Alam
44C, Shamsul Huda Rd
KOL-17

8.7.10

Biresh Chandra Guha

Indira Bose

Sanjukta Guha Shyam
Sanjukta Guha Shyam

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SURRENDER OF POSSESSION

I, Rittom Guhathakurta son of Late Goutam Guhathakurta, presently residing at _____ do hereby state the following:

1. That we are the part owners of premises No. 7F & 7C, Tiljala Place, P.S. Karaya, Kolkata – 700 017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata – 700 017 and the same has been inherited by us by operation of law.
2. That we are handing over the peaceful vacant possession of the premises unto the present owners (I) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata – 700 017, P.S. Karaya on this date in presence of the witness.
3. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on _____ 2010.
4. That the Owners have accepted the surrender and have taken possession of the portion by signing a copy of this declaration.
5. That we shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the Landlords.

Witness:-

Shahnawaz Khan
44C, Shamsul Huda Rd.
Kot-17
8.7.10

Chiranjeev Guhathakurta
for
Rittom Guhathakurta



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SURRENDER OF POSSESSION

We, Mousumi Guhathakurata wife of Late Animesh Guhathakurata, Sri Kaushik Guhathakurata and Shouvik Guhathakurata son of Late Animesh Guhathakurata, presently residing at 7C, Tiljala Place, P.S. Karaya, Kolkata - 700 017, do hereby state the following:

1. That we are the part owners of premises No. 7F & 7C, Tiljala Place, P.S. Karaya, Kolkata - 700 017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata - 700 017 and the same has been inherited by us by operation of law.
2. That we are handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata - 700 017, P.S. Karaya on this date in presence of the witness.
3. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
4. That the Owners have accepted the surrender and have taken possession of the premises No.7F, Tiljala Place vacant land with structure. Possession of the entire first floor of premises No.7C, Tiljala Place will be delivered to the owners within 6 months as per agreement made on 2010.
5. That we shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the Landlords.

Witness:-

Shah Nawaz Khan
44C, Shamsul Huda Rd.
KOL-17

8.7.10

Mousumi Guhathakurata
Mousumi Guhathakurata

Kaushik Guhathakurata
Kaushik Guhathakurata

Shouvik Guhathakurata
Shouvik Guhathakurata



E-119
X2
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SURRENDER OF POSSESSION

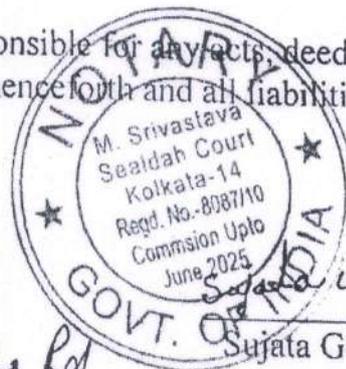
I, Sujata Guhathakurta wife of Late Nikhilesh Guhathakurta, presently residing at 7C, Tiljala Place, P.S. Karaya, Kolkata – 700 017, do hereby state the following:

1. That I am the part owners of premises No. 7F & 7C, Tiljala Place, P.S. Karaya, Kolkata – 700 017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata – 700 017 and the same has been inherited by us by operation of law.
2. That I am handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata – 700 017, P.S. Karaya on this date in presence of the witness.
3. That I make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
4. That the Owners have accepted the surrender and have taken possession of the premises No.7F, Tiljala Place vacant land with structure. Possession of the entire first floor of premises No.7C, Tiljala Place will be delivered to the owners within 6 months as per agreement made on 2010.
5. That I shall not be held responsible for any debts, deeds and things related to the said property henceforth and all liabilities shall be borne by the Landlords.

Witness:-

Shahna Waz Alam
44C, Shamsul Huda Rd.
Kol-17

8.7.10



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SURRENDER OF POSSESSION

We, Jagannath Guhathakurta son of Late Sudhir Chandra Guha thakurta, Utsav Guhathakurta son of Late Biswanath Guhathakurta, presently residing at 7C, Tiljala Place, P.S. Karaya, Kolkata - 700 017, Sipra Ghosh wife of Late Indu Bhusan Ghosh, presently residing at 29A, Sarat Ghosh Garden Road, P.S- Kasba, Kolkata - 700 031 and Subhra Roy, wife of Sri Amarendra Nath Roy, presently residing at 66A, Pratapaditya Place, P.S- Tollygunge, Kolkata - 700 026 , do hereby state the following:

1. That we are the joint owners of premises No. 7C and 7E, Tiljala Place, P.S. Karaya, Kolkata - 700 017 comprising of an area more or less 5 (five) kottahs. The said premises is a portion of mother premises No. 7, Tiljala Place, Kolkata - 700 017 and the same has been inherited by us by operation of law.
2. That premises No. 7E, Tiljala Place, Kolkata - 700 017 is fully vacant land and 7C, Tiljala Place, Kolkata - 700 017 a residential building the entire ground floor.
3. That we are handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata - 700 017, P.S. Karaya on this date in presence of the witness.
4. That we make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
5. That the Owners have accepted the surrender and have taken possession of the premises No.7E, vacant land and premises No.7C, Tiljala Place, entire ground floor.
6. That we shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the present owners.

Witness:-

Shahnawaz Khan
44C, Shamsul Huda Rd
KOL-17

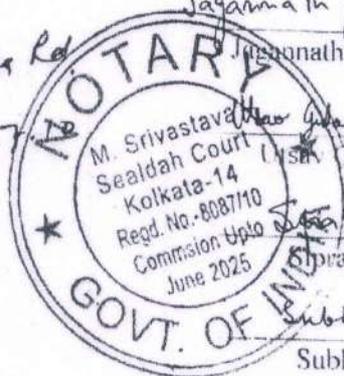
8.7.20

Jagannath Guha Thakurta
Jagannath Guhathakurta

Utsav Guha Thakurta
Utsav Guhathakurta

Sipra Ghosh

Subhra Roy
Subhra Roy



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E-181SURRENDER OF POSSESSION

I, Chinmoy Guhathakurta son of Late Nirupam Guhathakurta, presently residing at 7C, Tiljala Place, P.S.: Karaya, Kolkata – 700017, do hereby state the following:

1. That I am the part owner of premises No. 7F, Tiljala Place, P.S. Karaya, Kolkata – 700017 comprising of an area more or less 5 (five) kottahs with structure standing thereon. The said premises is a portion of mother premises No.7, Tiljala Place, Kolkata – 700017 and the same has been inherited by us by operation of law.
2. That I am handing over the peaceful vacant possession of the premises unto the present owners (1) Mr. Javed Akhter and Others of 44 D, Shamsul Huda Road, Kolkata – 700017, P.S. Karaya on this date in presence of the witness.
3. That I make this declaration voluntarily without any coercion or under pressure from anyone. This surrender is made in pursuance of the agreement made on 2010.
4. That the Owners have accepted the surrender and has taken possession of the ^{portion} tenancy by signing a copy of this declaration.
5. That I shall not be held responsible for any acts, deeds and things related to the said property henceforth and all liabilities shall be borne by the Landlords.

Witness:-

Shahnawaz Akbar
44C, Shamsul Huda Rd.
KOL-17
8.7.10



ANNEXURE - 'F' Pa ~~82~~ 17

Year 1998 Book 1 Vol 91 Page 416 to 439 Deed No 1240



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1167

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26.2.13

Serial No.
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 Kolkata

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7
 Addl. District Sub Registrar (Records)
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 of R. A. Kolkata



copy sent to 24/5/19

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DOCUMENT NO. 1240
YEAR 16.5.88

Govt. of West Bengal
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Registration Directorate

BOOK NO. 4
PAGE NO. 4.16

(Page No. 1)	THIS	INDENTURE	made	on 20th	this
day of March,		One	thousand	nine	hundred and
Ninety eight	between	BEGUM	LUTFUNNESSA	Wife	
of Khan Sahib	Moulain-	Wahiduzzaman,		by	
religion Islam,	by	Profession-	Property	holder, resi-	
ding at 16, Syed	AMR Ambar	All	Avenue, Police		
Station Ballygunge,	Calcutta-	700 019	District South		
24- Parganas	at	present	of 10/1,	Toyenbi	
Circular Road,	Motijheel	Commercial	Road, Dhaka,		
Bangladesh,	represented	by her	constituted	Attorney	
Amiruddin Ahmed,	son of	Late Haji	Nasiruddin		
Ahmed of 7/2F,	Majan	Oztagar	Lane, Contx..		
	(Page No. 2).				
Police Station	Karaya,	Calcutta	700 017	hereinafter	
called and	referred	to	as the	"VENDOR"	
(which terms	or	expressions	shall unless	excluded by	
or repugnant	to	the	context	be	deemed
to mean	and	include	her	heirs,	executors, admin-
istrators,	legal	representatives	and	assigns)	of the
One part :					
	AND				
JAMES	AKHTAR	Son	of	Late H. M.	Ishaque
by religion	Islam,	by	profession	business, residing	
at 44D,	Shamsul	Muda	Road,	Police	Station
Karaya,	Calcutta-	700 017	hereinafter	called and	
referred	to	a s	the	"PURCHASER"	(which terms
or	expressions	shall	unless	excluded	by or repug-
nant	to	the	subject	or	context
be					deemed to
mean	and	include	his	heirs,	executors, adminstrators,
legal	representatives	and	assigns)	of	the
Other					
Part :					
	Contd...P/4.				
whereas	one	Peary	Mohan	Banerjee	was
and	possessed	of	or	otherwise	well and
entitled	to	various	landed	properties	including



AAHamed (Amiruddin Ahmed)

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Premises No. 7, Tiljala Place, P. S. Karaya	(Previously Ballygunge) under the Then Municipal Limits	of the Corporation of Calcutta.	And whereas the said Peary Mohan Banerjee	was governed by the Dayabhaga School of Hindu law.
AND WHEREAS peary Mohan Banerjee died intestate	leaving behind surviving his two sons	Contd...R/4.	namely ANUKul Chandra Banerjee and Supratul Chandra Banerjee and none else who jointly inherited	amongst other the said property being premises No. 7, Tiljala Place and went on
enjoying the same as its joint owners	thereof to the exclusion of others on pay-	ment of taxes and other outgoings to the	appropriate authorities and by exercising all	rights of ownership according to law each
having a moiety share therein.	And wheread the said Anukul Chandra Banerjee	died intestate on or about 28.8.1968 leaving	behind surviving his only son and their Nirmal Chandra Banerjee who inherited the undivided	$\frac{1}{2}$ (half) share
Contd..	(Page No. 5)	of all the properties including the property being	premises No. 7, Tiljala Place, Calcutta and went	on enjoying all its usufructs with his other
Co- sharer supratul Chandra Banerjee on	payment of Municipal taxes and other out-	goings to the appropriate authorities.	Andwhereas subsequently the said Supratul Chandra	Banerjee filed a suit for partition
against the said Nirmal Chandra Banerjee before	the First Court of the Sub- Judge at Alipore			



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being	title	suit no.	60	of	1911.		
		Contd... P/6.					
And	whereas	a	final	decree	for		
partition	was	passed	in	the	said	suit	in terms
of	the	commissioner's	report	on	or	about	
18th	day	of	December,	1912.			
AND	WHEREAS	in	terms	of	the	aforesaid	final
decree	Nirmal	Chandra	Banerjee	was	exclusively		
allotted	all	that	piece	and	parcel	of	revenue
redeemed	homestead	land	measuring	16	(sixteen)		
Cottahs,	2	(two)	Chittaks	and	13	(thir-	
teen)	Sq.	ft.	be	the	same	a	little
more	or	less	including	a	tank	by	meas-
urement	17	(seventeen)	Cottahs	more	or	less	
having	a	total	area	of	1	(one)	Bigha
13	(thirteen)	Cottahs	2	(two)	Chittaks	and	
13	(thirteen)	Sq.	ft.	more	or	less	
comprised	of	Khas	Mahal	EM	Dibi	Panchanna-	
gram,	Division	V,	Contd..				
		(Page	No.	7)			
Sub-	Division	H,	Tauji	No.	2833	being	
Holding	No.	260	(old)	No.	126	(new)	being
portion	of	Municipal	Premises	No.	7,	Tiljala	Place
and	part	of	premises	No.	11,	Dilkhuse	Street
(form	rly	portion	of	premises	No.	7,	Tiljala
Second	Lane),	P.	S.	Ballygunge,	S.	R. Office	
Sealdah	in	the	Division	of	24	Parganas	and
went	on	enjoying	the	said	proper		
ties	as	its	sole	owner	thereof	to	the
of	others	and	went	on	enjoying	the	same
as	its	absolute	owner	thereof	on	payment	of
taxes	and	other	outgoings	to	the	appropriate	
authorities	and	by	exercising	all	rights	of	
ownership	according	to	law.				
And	whereas	the	said	Annkul	Chandra	Banerjee	



AA Ahmed.

SIGNATURE OF REGISTERING OFFICER

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died	leaving	also	his	second	wife	sm.	Sushama
Sundari	Debi.						
		Contd...	P/8.				
AND	WHEREAS	Sm.		Sushama	Sundari	Debi	brought
a	suit	for	declaration	of	her	title	for
maintenance	from	the	Estate	of	Anukul	Chandra	
Banerjee	since	deceased	being	Title	suit	No.	
182	of	1909	before	the	First	Court	
of	Subordinate	Judge	at	Ali pore,	24-	Parganas .	
AND	WHEREAS		by	virtue	of	a	decree
the	said	Court	the	property	mentioned	hereinabove	xxxxx
along	with	other	properties	were	charged	for	
maintenance	of	Sm.	Sushama	Sundari	Debi.		
And	whereas		in	terms	of	the	decree
passed	by	the	said	Court	the	said	Sm.
Sushama	Sundari	Debi	was	entitled	to	get	
her	maintenance				at	the	rate
					of-		
Rs. 15/-	per	month.					
			Contd...	P/9.			
And	whereas		the	property	mentioned		
hereinabove	including	other	properties	being	subject		
to	a	charge	in	terms	of	the	decree
passed	in	the	said	suit	being	aforsaid	title
suit	No.	182	of	1909.			
AND	WHEREAS		the	said	Nirmal	Chandra	Banerjee
decided	to	sell	the	properties	free	from	all
encumbrances	and	charges.					
AND	WHEREAS		on	receipt	of	consideration	of
Rs. 5400/-	only	the	said	Sm.	Sushama	Sundari	
Debi	executed	a	registered	Deed	of	Release	
on	7th	April,	1945	in	favour	of	Nirmal
Chandra	Banerjee	whereby	she	released	and		
discharged	the	aforsaid	properties	including	other		
properties	from	charge	and	as	such	the	



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properties	being	portion	of	premises	No.	7,	Til-
Jala	Place	and	part	of	11,	Dilhuse	Street
formerly	portion	of	premises	No.	7,	Til.	
Jala	Second	Lane	with	all	right	of	ease-
ments	and	appurtenances	attached	thereto	become		
free	of	charge.					
And	whereas	since	such	registered	Deed	of	
Release	as	aforsaid,	the	said	Nirmal		
Chandra	Banerjee	was	in	uninterrupted	poss-		
ession	of	the	aforsaid	property	being	Muni-	
cipal	Premises	No.	7,	Tiljala	Place	and	
part	of	11,	Dilhuse	Street	in	the	
Suburbs	of	the	town	of	Calcutta		
and	went	on	enjoying	the	same	on	payment
of	taxes	and	other	outgoings	to	the	appro-
priate	authorities	and	by	exercising			
all	rights	of	ownership	according	to	law.	
		Contd.	F/10.				
And	whereas	by	a	registered	conveyance	dated	
the	7th	April,	1945	made	between	the	said
Nirmal	Chandra	Banerjee	therein	called	the	vendor	
of	the	one	part	and	Begam	Lutfunnessa,	the
vendor	herein,	therein	called	the	purchaser		
of	the	other	part	and	regis tered	in	the
office	of	the	sub-	Registrar,	Sealdah		
in	Book	No.	I,	Volume	No.	25	pages
72	to	80,	being	No.	643	for	the
1945.	th3	said	Nirmal	Chandra	Banerjee		
for	the	consideration	therein	mentioned	sold,	trans-	
ferred	and	conveyed	all	that	the	demarkated	
revenue	releemed	land	meazsuring	16	Cottahs,	2	
Chittaks	and	13	Sq.	ft.	more	or	less
including	a	tank	by	measurement	17	Cottahs	
more	or	less	having	a	total	area	of
Bigha	13	Cottahs,	2	Chittaks	and	13	



A. Ahmed
SIGNATURE OF PRESENTANT

Price : 0.75 Paise

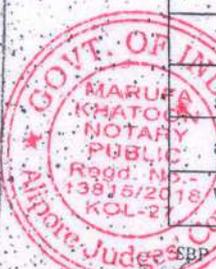
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Sq.	feet	be	the	same	a		little	more
or	less	comprised	of	khas	Mahal	Dih	Pan	
channagra,		Division	Vi,	Sub-	Division	H,	Touji	
No.	2833	being	holding	No.	260	(old)	No.	
126	(new)	being	portion	of	premises	No.		
7,	Tiljala	Place	and	part	of	ll,	Dilkhuse	
Street	(formerly	portion	of	premises	No.	7,		
Tiljala	2nd	Lane,)	police	Station	Ballygunge			
S. R.	Office	of	Sealdah		within	the	then	
Municipal	Limits	of	the	corporation	of	Calcutta		
and	in	the	District	of	24-	Parganas	and	
delivered	possession	unto	and	and				
in	favour	of	the	said	purchaser	fully,	abso-	
lutely	and	forever	which	is	particularlly	men-		
tioned	in	the	Schedule	'A'	thereunder	written.		
AND	WHEREAS	since		such	purchase	as afore-		
said	the	vendor	herein	got	her	name	mutated	
in	the	office	of	the	then		Corpora-	
tion	of	Calcutta		and	is	in	uninterrupted	
possession	of	the	said	premises	is	its		
absolute	contd-							
		(Page	No.	11)				
owner	thereof	to	the	exclusion	of	others		
on	payment	of	taxes	and	other	outgoings	to	
the	appropriate	authorities	and	by	exercising			
all	rights	of	ownership	according	to	law.		
AND	WHEREAS	in	the	Assessment	record	her		
name	was	recorded	along	with	one	peary		
Mohan	Banerjee	who	was	the	owner			
of	the	other	portion	of	7,	Tiljala	Place.	
AND	WHEREAS	since	such	purchase,	the	vendor	herein	
with	her	own	fund	constructed	a	two		
storeyed	pucca	building	in	the	said	land		
and	premises	on	or	about	1945	took		
water	connection	and	electric	line	and	is		





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DOCUMENT NO.

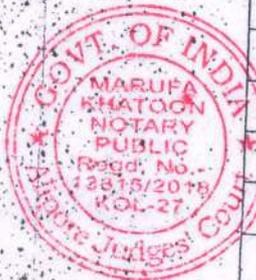
YEAR 7.

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enjoying	the	said	properties	as	its	absolute	
owner	thereof	to	the	exclusion	of	others	
on	payment	of	taxes	and	other	outgoings	to the
appropriate	authorities	and	by	exercising	all		
rights	of	ownership	according	to	law.		
And	whereas	the	said	property	at	7,	Til
Jala	Place	subsequently	being	called,			known,
described	and	assessed	as	portion	of		premises
No. 7,	7A,	7B,	7C	and	7D,		Tiljala
Place,	Police	Station	Karaya	now			within the
Calcutta	Municipal	Corporation	Ward	No.			
AND	WHEREAS	on	or	about	1962	the	vendor
herein	went	for	East	Pakistan	now		X Ban-
gladesh	to	live	with	her	husband	husband	who
was	a	practising	of	Dhaka	High	Court	
and	had	been	started	living	there.	The	
properties	in	India	including	the	said	property	being
7,	7A,	7B,	7C,	and	7D,	Tiljala	Place
and	portion	of	11,	Dilkhuse	Contd..		
			(Page	No.	12)		
Street,	Calcutta	were	looked	after	by	the	
agent	of	the	vendor.				
AND	WHEREAS	all	along	with	the	vendor	has
been	in	peaceful	possession	of	the	said	proper-
ties	by	herself	and	through	her	agents	
and	there	was	no	dispute	at	any	point
of	time	regarding	title	and	possession	of	
the	said	properties.					
AND	WHEREAS	on	or	about	23rd	January,	1993
the	Constituted			attorney	of	the	
plaintiff	has	come	to	known	that	some	un-
authorised	persons	including	one	Sm.	Nandita		
Guba	Thakurta	occupied	a	portion	of	the	suit
property.	On	enquiry	of	the	records	of	the
Calcutta	Municipal	Corporation	it	was	revealed		



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that	the	suit	property	has	been	partitioned
by	Virtue	of	Court's	order	.	The
aforsaid	Nandita	Guha	Thakurta	and	other	
unauthorised	persons	are	not	in	possession	
of	the	said	property,	some	portion	of the
said	properties	are	lying	vacant.		
AND	WHEREAS	subsequently	on	enquiry	it	was
revealed	that	the	Fictitious	persons	or	
a	false	claim	of	title	and	by
fraud	upon	the	court,	falsely	claiming	them
selves	to	be	owners	allegally	on	the
as	if	the	vendor	herein	has	transferred
the	property	to	the	said	Sm.	Nandita
Guha	Thakurta	and	others		by	
way	or	alleged	exchange		with	their
party	at	Bangladesh.				pro-
AND	WHEREAS	the	vendor	herein	never	at
any	point	of	t	ime	having	exchanged
transferred	in	any	Contd..			or
			(Page	No.	13).	
manner	whatsoever	the	properties	herein	conveyed	to
the	said	Nandita	Guha	Thakurta	and	others
to	any	body	else.			
AND	WHEREAS	after	having	come	to	know
of	such	fraudulent	acts	of	the	said
dita	Guha	Thakurta	and	others	the	vendor
herein	through	her	erstwhile	constituted	attorney	
filed	title	suit	No.	63	of	1993
ding	in	the	Court	of	the	2nd
Judge	(senior	Division)	at	Alipore	for	decla-
ration	that	the	vendor	is	the	absolute
owner	of	the	property	hereby	to	be
by	these	present	and	also	permanent	and
atory	injunction	and	other	reliefs.		
AND	WHEREAS	the	vendor	having	attained	age



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and	it	being	no longer	convenient	for	her	
to	continue	with	the	property	peacefully	and	
to	prosecute	with	the	litigation	and	also	
to	bear	the	expenses.				
AND	WHEREAS	the	vendor	decided		to	convey
and	transfer	her	right,	title	and	interest	
in	the	property	with	right	to	continue	the
said	pending	litigation				after	being
substituted	therein		and	subject		to	
final		result		of	the	said	pending
litigation.							
AND	WHEREAS	the	purchaser	herein	agreed to	pur-	
chase	the	property	on	such	conditions	and	
at	a	price	of	Rs. 4,80,000/-	(rupees	four	
lacs	and	eighty	thousand	only)	in	res-	
pect	of	undivided	1/5th	(one	fifth)	share	
therein.							
			Contd...P/14				
AND	WHEREAS	The	VENDOR	has	agreed	to	
with	the	purchaser	for	absolute	sale		
him	all	that	the	undivided	1/4th	(one	
fourth)	share	and/	or	interest	of	revenue	
redeemed	homestead	land	measuring	an	area	of	
1	(one)	Bigha,	13	(thirteen)	Cottahs,	2	
(two)	Chittaks	and	13	(thirteen)	Sq. ft.		
be	the	same	a	little	more	or	less
ther	with	a	two	storeyed	pucca	brick	built
building	standing	on	a	portion	thereof	and	
also	other	unauthorised	structures	made	by		
the	said	unauthorised	occupiers	including	water		
connection,	privy,	bath	all	other	fittings	and	
fixtures,	electric	connection,	right				
of	easements	attached	therein	and	also		
the	right	to	continue	the	suits/	cases	
which	are	pending	in	court	comprised	of	

GOVT. OF INDIA
MARUFA KHATOON
NOTARY PUBLIC
Regd. No. -
13815/2018
KOL-27
Supreme Judges, Govt.

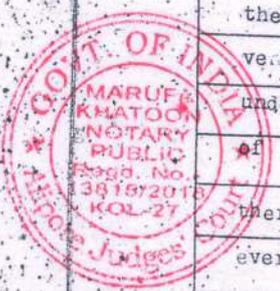
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Khas	Mahal	Dihi	Panchannagram	Division	V	Sub-
Division-	H	Touji	No. 2833,			being
Holding	No. 260		(old) No.	126	(new)	being
portion	of Municipal	Premises	Nos. 7,	7A,	7B,	
7C	and 7D,	Miljala	Place	and	part	of
premises	No. 11,	Dilkhuse	Street,			Police
Station	Karaya,	Calcutta-	700 017	within	the	
Calcutta	Municipal	corporation	ward	No. 65	sub-	
Registration	Office	at Sealdah,	in	the	District	
of South	24	Parganas	more	fully	des-	
cribed in	schedule	hereunder		written	at	or
for a	total	consideration	of	Rs. 4,80,000/-		
(Rupees	Four	lacs	eighty	thousand	only)	
subject	to	the said	litigation	which	are	pending
before	the	2nd	court	of the	Civil	Judge (Senior
Division)	at	Alipore	and	also	subject	
to the	payment	of	proportionate	taxes	and	
other	outgoings	and	to	the	conditions	and
incidences	under	which	the	properties	are	held,
NOW	THIS	INDENTURE	WITNESSETH			that
in	pursuance	of	the	said	agreement	and
in	consideration	of	the	said	Contd..	
	(Page	No. 15)				
sum	of	Rs. 4,80,000/-	(Rupees	Four	lacs	
eighty	thousand	only)	of	the	lawful	money
the	Union	of India	In	hand	well	and
paid	by	the	purchaser	to	the	vendor
he etc	as	per	memo	of	consideration	sanctioned
below	on	or	before	the	xxxxxx	execution
these	presents	(the	receipt	whereof		of
vendor	doth	hereby	and	by	the	receipt
under	written	admit	and	acknowledge	and	
of	xxx	and	from	the	same	and
thereof	doth	hereby	acquit,	release	and	fore-
ever	discharge	the	said	purchaser		xx



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as	well	as	the	said	properties	hereby
conveyed	.	The	said	vendor	doth	by these presents
grant,	convey,	sell,	transfer,	assign	and	
assure	unto	t	he	purchaser	his	heirs,
executors,	administrators,	legal	representatives	and		
assigns	and that	undivided	1/4th	(one	fourth	
share	and/or	interest	in	piece	and parcel	
of	revenue	redeemed	homestead	land	measuring	1
(one)	Bigha,	13	(thirteen)	Cottahs	2	(two
Chittacks	and	13	(thirteen)	Sq. ft.	be	the
same	a	little	more	or	less	together
with	a	two	storeyed	old	brick	built
dwelling	house	and	other	structures	building,	
fittings,	as	fixtures,	privy,	water	line,	electric
connection	having	a	total	built	up	area
of	approximately	3240	Sq. ft.	including	all	
other	easements	and	appurtenances	attached	thereto	
comprised	of	Dihl	Panchannagram,	Division-V,	Sub-	
Division	H. Touji	No. 2833,	Holding	No.		
260	(old)	No. 126	(new)	being	portion	of
present	municipal	Premises	Nos. 7,	7A,	7B,	7C,
and	7D,	Tiljala	Place	and	part	of premises No.
11,	Dilkhuse	Street,	P. S.	Karaya,	Calcutta	
& 700	019	and	also	the	right	to continue and
carry	on	with	the	title	suit	No. 63
of	1993	pending	before	the	2nd	court of
the	civil	Judge	(Senior	Division	)	at Alipore,
24-	Parganas	Contd..				
			(Page		N o. 16).	
and	also	subject	to	final	result	of the
said	suit	and	also	to	enjoy	the
future	of	the	decree	to	be	passed in the
said	suit	more	particularly	described	in	
the	schedule	hereunder	written	together	with	all
fittings	and	fixtures	attached	therein	or	



AA Ahmed

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HOWSOEVER	OTHERWISE	the	said	land	hereditaments,	
message,	tenements		and	premises	or any	part
thereof	now	are		or is	or	hereto-
for	were	or	was	situated	located,	bounded
called,	known,	numbered		described		or distinguished
together	with	the	said	old	two	storeyed
brick	built	house		and	other structures,	fittings,
fixtures,	ways,	paths,	passages,		common	fences,
ces,		hedges,	water	courses	and	all rights,
liberties,	privileges,	walls,	common	walls,		easements,
appurtenances	and	appurtenances	whatsoever	to the	said	
land	hereditaments,	messages,	tenements	and	premises	
belonging	to	or	in	anywise	appertaining	thereto
or have	or at	anytime	hereto	held,	occupied,	
enjoyed,	accepted,	reputed,	deemed,	taken	or	known
as	part,	parcel	or	number	thereof	or
appurtenant	thereto		and	all the	estate,	right
title,	interest,	inheritance,	use,	trust	pos-	
session	in	properties,	claim	and	demand	what-
soever	what	both	at	law	and	in
of the	vendor	whatsoever	into	upon	and	
ever	the	said	land,	hereditament,	message,	
tenements,	and	premises	or	any	part	thereof together
with	all	deeds,	paths,	documents,	writings,	and
evidences	of	title	whatsoever		which	exclu-
sively	relates	to	or		concerning	the said
hereditaments	and	premises	or	any	other	part
thereof	which	are	now	or	hereinafter	shall
or	may	be	in	the	custody,	power,
or	control	of	the	vendor	or	any other
or	persons	from	whom	she	can	pro-
cure	the	same	without	any	contd	
			(Page	No.	17)	
action	or	suit	at	law	to	have
hold	the	said	message,	land	and	premises





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Described	in the	schedule	hereto	or	expressed
or intended	so	to be	unto and	to	the
use of the		purchaser	absolutely	and	forever and
that notwithstanding	any	act, deed, matter			or
thing by the	vendor	done or	executed		or
knowingly	suffered	to	the contrary,	she	the
vendor now		hath in	herself	good	right,
full power	and are	now	lawfully,		rightfully
and absolutely	seized	and	possessed		of or
otherwise well	and	sufficiently	to the		said
message land		and premises	hereby		granted or
expressed so	to be	and every			part the-
roof for		a percent			and indefeasible estate
of inheritance	without	any manner	or		condi-
tion use	trust	or	otherwise	whatsoever	to
alter, defeat,	encumber	or	make		void the
said and That	Notwithstanding	any			such act,
deed, matter	or	thing			whatsoever as
aforsaid the	vendor	hath			now in herself
good right	and	full	power	to	convey the
said message,	land,	tenement			and premises
hereby conveyed	or	expressed			so to be
unto and to					the use of the pur-
chaser in	manner	aforsaid			and the vendor
is divested	of all	right	title		inter-
est and possession		from	the		premises sold to
the purchaser	and the		purchaser		is out
in possession	of the	same			and the purchaser
shall and may	at	all	times		hereinfter sub-
ject to	the	payment	of		quarterly taxes
to the	Calcutta				Municipal Corporation peaceably and
quietly hold	possess	and	enjoy		the said
premises and	receive	the	rents		issues and
profits thereof		without	any		lawful evic-
tion, interruption,	claim	or	demand		whatsoever



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from	or	by	the	vendor	or	any	other	
person	or	persons	lawfully	or	equitably	claim-		
ing	from	under	or	in	trust	for	the	vendor
and	that	free	and	clear		Contd.		
			(Page	No.	18).			
freely	and	clearly	and	absolutely		discharged		
seised		and	harmless	and	kept	indm	indem-	
nified	against		all	estates	and	encumbrances		
created	by	the	vendor	or	any	other	person	
or	persons	lawfully	or	equity	equitably	claiming		
from	under	or	in	trust	for	her	further	
that	the	vendor	and	all	person	or	persons	
having	lawfully	and	equitably	claiming	any	estate		
or	interest	in	the	said	land	and	premises	
or	any	part	thereof	under	or	in	trust	
for	the	vendor	the	vendor	shall	and	will	
from	time	to	time	and	at	all	times	
hereafter	at	the	request	and	cost	of	the	
purchaser	do,	execute	and	perform	or	cause		
to	be	done,	executed	and	performed	all		
such	acts,	deeds	and	things	whatsoever	for		
further	and	more	perfectly	assuring	the	said		
land,	hereditaments,	tenants	and	premises	and			
every	part	thereof	unto	and	to	the	use	
of	the	purchaser	in	the	manner	aforesaid	as	
shall	or	may	reasonably	be	required,			
That	there	has	not	been	any	acquisition		
or		requisition	of	the	property			
by	any	authority	whatsoever.	That	is	also	no	
alignment	by	the	corporation	at	present	in		
respect	of	the	any	portion	of	the	properties	
and	all	taxes	and	other	outgoings	payable	in	
respect	thereof,	if	not	paid	already			
the	liability	of	such	payment	shall	vest		
with	the	vendor.	The	purchaser	will	be		



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liable	for	payment	of	such	outgoings	from
the	date	of	these	present.		
Be	it	stated	that	the	vendur	shall support
any	application	made	by	the	purchaser	for
mutation	of	his	name		in the office	of
the	Calcutta	Municipal	Corporation	and	other	
appropriate	authorities	in	respect	of	the	
		Contd...	P/19.			
property	hereby	conveyed	and	will	at	the cost
of	the	purchaser	do	all	that	she may
be	required	to	do	for	that	purpose
and	shall	also	support	the	prayer	of the
purchaser		to	be	added	as	plaintiff in
the	said	pending	suit	and		to continue
with	the	suit.				
THAT	the	purchaser	shall	continue	the	suit
being	Title	suit	No.	63	of	1993
ding	before	the	2nd	civil	Judge	Court
(Senior	Division)	at	Alipore	and	also	all
other	cases	and	proceedings			arising out of
the	said	title	suit	and	shall	be at liberty
to	enjoy	the	usufructs	of		the decree
to	be	passed	in	the	said	suit.
That	if	in	future	any	omission	or dis-
crepancies	are	detcted	in	these	prents	
the	same	will	be	rectified	by	the vendur
by	a	proper	Deed	of	Declaration	and/ or
rectification	at	the	costs	and	expenses	of
the	purchaser.					
		SCHEDULE	ABOVE	REFERRED		
		TO				
ALL	that	undivided	1/4th	(one	Fourth)	share
	piece	and	parcel	of	revenue	redeemed
	homestead	land	measuring	a	total	area of
(one)		Bigha,	13	(thirteen)	cottahs,	2



A. Ahmed

SIGNATURE OF PRESENTANT

Price : 0.75 Paise

SIGNATURE OF REGISTERING OFFICER

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(two)	chittaks	and	13	(thirteen)	Sq.		feet,
be	the	same	a	little	more	or	less
together	with		two	storeyed	old		brick
built	house	and	other	structures,			buildings,
fittings,	fixtures,	privy,	water	line,			electric
connection	having	a	total	built	up		area
of	approximately	3240	sq.	ft.	and		also
all	other	rights	of	easements			attached
therein	together		with	the	right		to
continue	title	suit	No.	63	of		1993
now	pending	before	the	Second			Court of
the	Civil	Judge	(Senior	Six Division)			at
Alipore	compr sed	of	Khas	Mahal			Dih-
Panchannagram,	Division-	V,	Sub-	Division			
H.	Touji	Contd..					
			(Page	No.	20)		
No.	2833	Holding	No.	260	(old)	126	(new)
being	portion	of	premises	No.	7,	Tiljala	
Tiljala	Place	and	part	of	premises	No.	11,
Dilkhuse	Street	at present	portion	of			
Municipal	Premises	No.	7,	7A,	7B,	7C	and
7D,	Tiljala	Place	(as	renumbered)	and	part	
of	premises	No.	11,	Dilkhuse	Street,	F.S.	
Karaya,	Calcutta	700 019	sub;	Registration			
Office	at	Sealdah	within	the	Calcutta	Municipal	
Corporation		ward	No.	65		which is	
butted	and	bounded	as	follows :-			
On	the	North	:	Dr.	Biresh	Guha	Street
				(previously	Dilkhuse	Street).	
On	the	East	:	Tiljala	Place;		
On	the	South	:	51,	Samsul	Huda	Road;
				and			



SBP

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Chief Gudi
 of Union Bank of
 India Gudia Branch
 Cheque No. 4,80,000
 4,80,000
 Total Rupees four lakh eighty thousand only
 Cdr. A. Ahmed AMMY
 Warden Ahmed
 Constipated Attorney
 of B. Govt. Law College

Witnesses :

1. K. M. R. R.

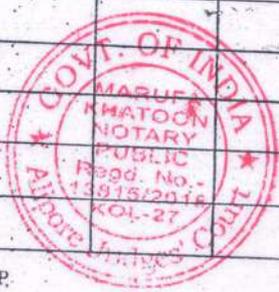
2. Kamal Wadani
 400 Sharda Road
 Col- 12

Drafted by : R. E. Wadani

Advocate. R. E. Wadani

Typed by : Pradyot Adhya

Judges Court.
Alipore.



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	of	Union Bank of			
		Gandia Gandra Branch			
		Cheque	Rs.	4,80,000	
				4,80,000	
	Total Rupees four lakh eighty thousand				
	only				
	Cdr. A. Ahmed AMY				
	Wtdm Ahmed A				
	Constituted Attorney				
	of R. Govt. Law College				
Witnesses :					
1.	Kamru Khan,				
2.	Faisal Wtdm.				
	40B Sharda Hada Road.				
	Cot. 17				
Drafted by :					
	R. E. KAMRAN				
Advocate.					
	Cot. 17				
Typed by :					
	Pradyumna Acharya.				
	Judges Court.				
	Alipore.				



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DOCUMENT NO
YEAR

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①	Gandham	nam	Judicial	Stamp	Rs	15000
	S. L	na	37035			
	Sold to Javed Akhtar					
	of 44D, Shambal Hada Road.					
	Col-17					
	Code no. 0033742754					
	Calcutta collectorate					
	Tresury 10/3/98					
						for sufficient
	15.000 x 2 =	30.000	Tresury			
	1000 x 3 =	3000				
	100	500				
	100	100				
	100	10				
	336/01-					
②	Gandham	nam	Judicial	Stamp	Rs	15000/-
	S. L	na	37035			
	Sold to Javed Akhtar					
	of 44D, Shambal Hada Road.					
	Col-17					
	Code no. 0033742755					
	Calcutta collectorate					
	Tresury 10/5/98					
	Sold to Shambal Hada					
	Road.					
	Col-17					
	Calcutta collectorate					
	Tresury 10/3/98					
	15.000 x 2 =	30.000				
	1000 x 3 =	3000				
	100	500	for sufficient			
	100	100	Tresury			
	100	10				
	336/01-					



Ashved.

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PAGE NO.....

③ Indian non judicial stamp of 100/-
 S. C. No. 37035
 sold to Javed Akhtar
 of 44D, Shamsi Hada
 Road.
 Ch. 17

Calcutta Collectorate

Jessy - 10/3/98

Sd/- M. B. B. B.

15.00 x 2 = 30,000
 1000 x 3 = 3000
 1e - 500
 1e - 100
 1e - 10
 33610/-

Jessy

④ Indian non judicial stamp of 100/-
 S. C. No. 37035
 sold to Javed Akhtar
 of 44D, Shamsi Hada
 Road.
 Ch. 17

Calcutta Collectorate

Jessy - 10/3/98

Sd/- M. B. B. B.

15.00 x 2 = 30,000
 1000 x 3 = 3000
 1e - 500
 1e - 100
 1e - 10
 33610/-

Jessy



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5	ganduan non	Judicial Stamp	1000/-
	& C no.	37035	
	Sole to Javed Akhtar		
	of 44D, Shambal Hada		
	Road.		
	Pg- 17		
	Collectorate		
	Tresury. 10/3/98		
	15,000 x 2 =	30,000	
	1000 x 3 =	3000	
	1e -	500	
	1e -	100	
	1e -	10	
		<u>33610/-</u>	
		Sd/- S. G. S. S. S.	
		Tresury.	
6	ganduan non	Judicial Stamp	500/-
	& C no.	37035	
	Sole to Javed Akhtar		
	of 44D, Shambal Hada		
	Road.		
	Pg- 17		
	Collectorate		
	Tresury. 10/3/98		
		Sd/- S. G. S. S. S.	
		Tresury.	
	15000 x 2 =	30,000	
	1000 x 3 =	3000	
	1e -	500	
	1e -	100	
	1e -	10	
		<u>33610/-</u>	



A. Ahmed

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①	ganduan	non	individual	Stamp	101-
	S. C.	no.	37035		
	Sold to Javed Akhtar				
	of 44D Shamsi Huda				
	Road.				
	C.A. 17				
	Calcutta Collectorate				
	Jusm. 10/3/98				
	15000	x 2 =	30,000	80/-	500/-
	1000	x 3 =	3000		
	100		500		
	100		100		
	100		10		
	33610/-				
②	ganduan	non	individual	Stamp	101-
	S. C.	no.	37035		
	Sold to Javed Akhtar				
	of 44D Shamsi Huda				
	Road.				
	C.A. 17				
	Calcutta Collectorate				
	Jusm. 10/3/98				
	15000	x 2 =	30,000		
	1000	x 3 =	3000		
	100		500		
	100		100		
	100		10		
	33610/-				
	COPY prepared by				
	ABHINAV LAHIRI SAKIN				
	L. C.	no.	99/1985	Reg. of	
	of Assurances. Calcutta				
			R.A. off.	17/3/98	
	Completed by - Attested. (Amiruddin Akbar)				





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					S. B. I. Jewellery park rd Chaque no 639780 15.5.98 For Rs 156480/- had been paid & deposit Stamp duty 4841
Admissible under Rule 41, GUIV Stamp Act 1899 as also as amended by W. Bengal. Stamp Amendment Act, 1968.					
Schedule IA, No. 23, 51 and also under Section 42 (1) of the Calcutta Improvement Act, 1911					
Stamp duty Paid under the Stamp Act					
Additional duty under C. I. Act				135735-90	
Paid in excess				54290-36	
				85-74	
					Deficit A. fees Rs. 24585/- Subsequently realised by Case No. 517 Receipt No. 097329
Stamp Paid as under				Total Rs. 190090.00	
A 5269-0					Admitted
E 7-0					
J 55-0					
mkj 25-0					
mkj 4-0					
5360-00					Presented for Registration at 1.2.98 on the Calcutta Registration Office on the 20th day of Oct. 1998 A. Ahmed late as
					A. Ahmed
Sd/- D. Ghosh					Sd/- D. Ghosh
Additional Registrar of Assurances-B Calcutta					Additional Registrar of Assurances-B Calcutta.
16.5.98					20.3.98
Amiruddin Ahmed s/o late Haji Nasiruddin					
Ahmed of 7/2F miyan osthan cone est-17					
p.s. Karaya As constituted Attorney of Begum					
ul-furnessa					
A. Ahmed					
Amiruddin Ahmed As constituted Attorney					
of Begum ul-furnessa					
Shahida.					
Karim Buksh s/o late S. K. Gohar Hussain of					
24/D Shamsu Huda R. d est-17					



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Kerim Ghosh	
Thru the provision of law	
executed a limited disposal note	
sd/- <i>Kerim Ghosh</i>	
Additional Registrar of Assurances - II Calcutta.	
20.3.98	
Case No. <i>9L</i>	
Page No. <i>416</i>	
Being No. <i>1240</i>	
of the year <i>1958</i>	
sd/- <i>Kerim Ghosh</i>	
Additional Registrar of Assurances - II Calcutta.	
CERTIFIED TO BE TRUE COPY	
sd/- <i>Kerim Ghosh</i>	
Additional Registrar of Assurances - II Calcutta.	Additional Registrar of Assurances - II Calcutta.
8.2.2000	8.2.2000

TRUE COPY



2 APR 2018

CHECKED BY

[Signature]
4-3-18

Addl. District Sub Registrar (Records)
4 MAR 2018
of R. A. K. 31a



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Deed No-1239/1998, V.No-91, Page-95 to 118

भारतीय गैर न्यायिक

बीस रुपये
रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

Aropan Sil.

पश्चिम बंगाल WEST BENGAL

31AA 377335

Serial No.....	230	dt. 7/2/24	
Vol No.....	91	Pages to 90-118	
Being No.....	1239	Year 1998	
Cartridge Paper Issued.....			14-00
Copying Fee ordinary.....			16-00
Copying Fee Urgent.....			84-00
Reading Charge for Map or Plan.....			
Xerexing Charges.....			<u>114-00</u>

Cost of Article.....		4-00
Cost of Map of Plan.....		20-00
Cost of Xerexing.....		114-00
Total Cost of.....		<u>138-00</u>

Aropan Sil
230/2024

[Signature]
13/2/24



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and possessed of or otherwise well and sufficiently
entitled to various landed properties including
premises No.7, Tiljala Place Police station
Karya Previously ballygunge under the then Municip
Limits of the corporation of Calcutta,
AND WHEREAS the said peary mohan Banerjee
was governed by the Dayabhaga school of Hind u
law.
AND WHEREAS peary mohan Banerjee died
intestate leaving behind surviving his two sons
contd.
page no. 4)
namely Ankul chandra Banerjee and Supratual
chandra Banerjee and none else who jointly
inherited amongst other the said property being
premises No.7, Tiljala place and want on
enjoying the same as its joint owners
thereof to the exclusion of others on
payment of taxes and other outgoing
to the appropriate authorities and by exercising
all rights of ownership according to law
each having a moiety share therein.
AND WHEREAS the said Ankul chandra Banerjee
died intestate on or about 28.8.1908
leaving behind surviving his only son and h
Nirmal chandra Banerjee who inherited and
the Undivided 1/2 half share
contd
page no. 5)
of all the properties including the property
being premises No.7, Tiljala Place Calcutta,
and want on enjoying all its usufructs with his
other co share supratual chandra Banerjee on
payment of Municipal corporation taxes and other
outgoings to the appropriate authorities

AND
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AND	WHEREAS	subsequently	the said	supratual
chandra Banerjee		filed	a suit	for partition
against the said		Nirmal chandra Banerjee	before the	
first court		of the sub Judge at	alipore	
being title		suit No.61,	of 120x 1911,	
contd				
		page No. 6)		
AND	WHEREAS	a final	decree	from partition was
passed in the said		suit	in terms	of the
commissioner		report	of on or	about 18th
day of December		1912.		
AND	WHEREAS	in terms	of the aforesaid	
final decree		Nirmal chandra	Banerjee	and was
exclusively		allotted	all that	piece and parcel
of revenue		redeemed	homestead	land measuring
16		sixteen	cottahs,	2 two
13		thir teen	square	feet be the
		more	or less	including
17,		seventeen	cottahs	more or less
having a total		area	of 1 one	Bigha,
14		thirteen	cottahs	2 two
thirteen		sq ft	more or less	comprised
Khas Mahal dihi		Panchannagram	division	V contd.
		page No. 7)		
sub		division	H, Touji	No. 2833
No. 260		old	No. 126	new being
premises		No. 7	tiljala	Place and
of premises		no. 11	dilkhusa	street
formerly		police	station	Ballygunge
sealdah		in the	district	of 24
		and want	on enjoying	the said
sole		owner	thereof	to the
others		and want	on enjoyment	enjoying
as its		absolute	owner	thereof
payment		of taxes	and other	outgoings
				to the

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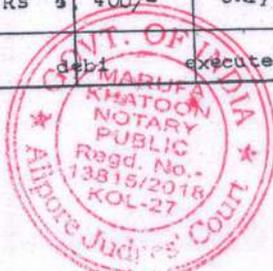


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outgoings	to	the	appropriate	authorities	and
by	exercise	exercising	all	rights	of
according	to	law.			
AND WHEREAS		the	said	anukul	chandra
died	leaving	also	his	second	wife
Sushama	sundari	debi	contd.		
					(page No. 8)
AND WHEREAS	Sm.	Sushama	Sundari	Debi	brought
a	suit	for	declaration	of	her
from	the	estate	of	anukul	chandra
since	deceased	being	title	suit	NO. 182
of	1909	before	the	first	court
subordinate	judge	at	Chippore	24	parganas
AND WHEREAS		the	by	virtue	of
passed	by	the	said	suit	court
mentioned	hereinabove	along	with	the	other
were	charged	for	maintenanc	of	sm.
deb.	SMKX				
AND WHEREAS	SMKX		in	terms	of
by	the	said	court	the	said
was	entitled	to	get	her	maintenanc
rate	of	the	Rs. 15/-	per	month
					contd.
					(page No. 9)
AND WHEREAS		the	property		mentioned
hereinabove		including		other	proper
being	subject	to	a	charge	in
of	the	decree	passed	in	the
being	aforsaid		title	suit	no. 182
AND WHEREAS		the	said	Mirmal	chandra
decided	to	sell	the	properties	and
encumbrances		and	charges.		
AND WHEREAS		the	on	receipt	of
of	Rs 5,400/-	only	the	said	sm.
sundari	debi	executed	a	registered	deed
					of

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on	7th	April,	1945	in	favour	of	the	Nirmal
chandra	Banerjee	whereby	she	released	and	discharged		
and	the	aforesaid	properties			including	other	
properties	from	charge	and	as	such	the		
properties	being	portion	of	premises		no.7,	Tiljala	
place	and	part	of	the	11	dilkhusa	street	
formerly	portion		of	premises		no.7,	tiljala	
second	lane	with	all	right	of	easements	and	
appurtenances	whatsoever	attached	thereto	became	became			
free	of	charges.						
AND	WHEREAS	since	such	registered	deed	of		
Release	as	aforesaid	the	said	Nirmal	chandra	Banerjee	
was	in	uninterrupted	possession	of	the	aforesaid		
property	being	Municipal	corporation	premises				
No.7	Tiljala	Place	and	part	of	11	dilkhusa	street
in	the	suburbs	of	the	town	of	the	calcutta
and	went	on	enjoying	the	same	on	payment	of
taxes	and	other	outgoings	in	to	the		
appropriate	authorities		and	by	exercising			
all	rights	of	ownership		according	to	the	law.
containing								
	page	No.	10					
AND	WHEREAS	by	a	registered	conveyance	dated		
the	7th	April,	1945	made	between	the	said	
Nirmal	chandra	Banerjee	therein	called	the	vendor		
of	the	One	part	and	bagum	Luffunessa	the	vendor
herein	therein	called	the	purchaser	of	the		
other	part	and	registered		in	the	office	
of	the	sub	registry		seladha	in	the	
Book	No.	I	volume	No.	25	pages	72	to
being	no.643	for	the	year	1945	the	said	
Nirmal	chandra	Banerjee	for	the	consideration	therein		
mentioned	sold	transferred	and	conveyed				
all	that	the	demarkated	revenue				
redeemed	land	measuring	16	cottans	2	chittacks		

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and 13 square feet more or less including a tank
 by measurement 17 cottahs more or less having
 a total area of 1 Bighas 13 cottahs 3
 chittacks and 13 square feet be the same a little more
 or less comprised in of the khas
 Mahal dihi Panchannagram division V sub division
 H- Touji No. 2833, being Holding No.260 old No.126
 New being portion of premises No.7 tiljala place
 and part of 11 dilkhusa street formerly
 Portion of the premises No.7, tiljala 2nd lane
 Police station Ballygunge S. R. office
 of the sealdah within the ten municipal
 limits of the corporation of the calcutta and the
 in the district of 24 parganas and delivered possession
 unto and in favour of the said purchaser and fully
 absolutely and forever which is particularly mentio
 in the schedule "A" thereunder written.
 AND WHEREAS the since such purchase
 as aforesaid the vendor herein got her name
 mutated in the office of the then
 corporation of calcutta and is in unit erupted
 possession of the said premises as its
 absolute contd
 page NO. 11)
 owner thereof to the exclusion of others
 on payment of the taxes and other outgoings
 to the appropriate authorities and by
 exercising all rights of the own ship according
 to law.
 AND WHEREAS in the assessment record her
 name was recorded along with one
 Peary Mohan Baneries who was the
 owner of the other portion of 7,
 tiljala Place.
 AND WHEREAS since such purchaser the

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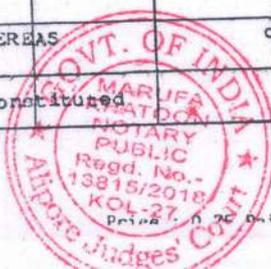
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BOOK NO.....
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the	vendor	herein	with	her	own	fund	constructed
a	two	storeyed		pucca	building	in	the said
land	and	premises	on	or	about	1945,	
took	water	connection	and	electric	line	and	is
enjoying	the	said	properties	as	its	absolute	
owner	thereof	to	the	exclusion	of	otherwise	
on	payment	of	taxes	and	other	outgoings	to
the	appropriate	authorities	and	by	exercising	all	
rights	of	ownership	according	to	law.		
AND	WHEREAS		the	said	property	at	7, Tiljala
Place	subsequently	being	called	known	described		
and	assessed	as	portion	of	premises	no. 7,	7A
7B	and	7C	and	7D,	Tiljala	Place	Police,
Station	Karya	now	within	the	calcutta		
Municipal	corporation		ward	"o.65.			
AND	WHEREAS		on	or	about	1962	and the
vendor	herein	went	for	east	pakistan		
now	Bangladesh	to	live	with	her	husband	
who	was	a	practising	advocate	of	dhaka	High
court	and	had	been	started	living	there	the
Properties	in	India	including	the	said	property	
being	7	7A	7B,	7	C	and	7 D
tiljala	place	and	portion	of	11	cilkhusa	
contd							
page	No.12)						
Street	calcutta		were	looked	after	by	the
agent	of	the	vendor.				
AND	WHEREAS		all	along	with	the	vendor has
been	in	peaceful	possession	of	the	said	properties
by	herself	and	through	her	agents	and	there
was	no	dispute	at	any	point	of	time
regarding	title	and	possession	of	the	said	
properties.							
AND	WHEREAS		on	or	about	23rd	January
1993,	the	constituted	attorney	of	the	Plaintiff	

A.R. Ahmed.

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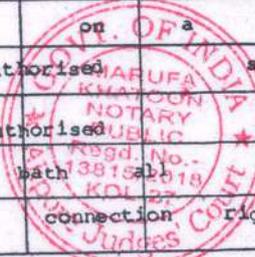
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Vendor	is	the	absolute	owner	of	the	property
hereby	to	be	conveyed	by	these	present	and
also	permanent	and	mandatory	injunction	and	other	reliefs.
AND	WHEREAS	the	vendor	having	attained	age	and
it	being	no	longer	convenient	for	her	to
with	the	property	peacefully	and	to	possess	
with	the	litigation	and	also	to	bear	the
AND	WHEREAS	the	vendor	decided	to	convey	
and	transfer	her	right	title	and	interest	and
in	the	property	with	right	to	continue	
the	said	pending	litigation	after	being	substituted	
therein	and	subject	to	final	result	of	the
pending	litigation.						
AND	WHEREAS	the	Purchaser	herein	agreed	to	
purchase	the	property	on	such	conditions		
and	at	a	price	of	Rs. 4,80,000/-	rupees	four
lakhs	eighty	thousand	only	in	respect	of	
undivided	1/4th	one	fourth	share	therein		
contd.							
	page	No.14)					
AND	WHEREAS	the	vendor	has	agreed	with	the
Purchaser	for	absolute	sale	to	him	all	that
the	undivided	1/4th	one	fourth	share	and	or
interest	of	revenue	redeemable	homestead	land		
measuring	an	area	of	1	one	bigha	13
cottahs	2	two	chittacks	and	13		
thirteen	square	feet	be	the	same	a	little
more	or	less	together	with	the	a	two
storeyed	pucca	brick	built	building			
standing	on	a	portion	thereof	and	also	her
other	unauthorised	structures	made	by	the	said	
said	unauthorised	occupiers	of	including	water	connection	
privy	bath	and	other	fittings	and	fixtures	
electric	connection	right	of	easements	and	attached	



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same	without	any							
			contd						
				page No.17)					
action	of	or	suit	at	law	TO HAVE	AND	TO	
HOLD	the	said	message	land	and	premises			
described		in	the	schedule		hereto	or	expressed	
or	intended	so	to	be	unto	and	to	the	
use	of	the	purchaser	absolutely	and	forever	AND	THAT	
NOW	STANDING	any	act	deed	matter	or	thing		
by	the	vendor	done	or		executed	or	knowingly	
suffered		to	the	contrary		she	the	vendor	
now	hath	in	herself	good	and	right			
and		full	power	and	are	now	lawfully	rightfully	
and	absolutely		seized	and	possessed	of	or	otherwise	
well	and	sufficiently		to	the	said	message		
land	and	premises		hereby	granted	or	expressed		
so	to	be	and	every	part	thereof	for	a	perfect
and	indefeasible		estate	of	inheritance	without			
any	manner	or	condition		use	trust	or	otherwise	
whatsoever	to	alter	defeat	encumber	or	make	void		
the	said	and	THAT	NOTWITHSTANDING	any	such	act	deed,	
matter	or	thing	whatsoever	as	afore said	the	vendor		
hath	now	in	herself	good	right	full	and		
power			to	convey	the	said			
message	land	tenements		and	premises	hereby			
conveyed		or	expressed		so	to	be	unto	
and	to	the	use	of	the		purchaser		
in	manner	aforsaid		and	the	vendor			
is	divested		of	all	right	title	interest		
and	possession		from	the	premises	sold	to	the	
purchaser	and	the	Purchaser		is	put			
in	possession	of	the	same	and	the	Purchaser		
shall	and	may	at	all	times	hereinafter			
subject	to	the	payment	of	the	quarterly	taxes		
to	the	calcutta			corporation		peaceably		

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respect	of	the	any	portion	of	the	properties
and	all	taxes	and	other	outgoings	and	payable
in	respect	of	the	thereof	if	not	paid
already	the	liability	of	such	payment	shall	vest
with	the	vendor	the	Purchaser	will	be	liable
for	payment	of	such	outgoings	from	the	date
of	these	presents,					
BE	IT	AND	STATED	THAT	the	vendor	shall
support	any	application	made	by	the	Purchaser	for
mutation	of	his	name	in	the	office	of
the	calcutta	Municipal	corporation	and	other	appropriate	authorities
in	respect	of	the	contd.			
page	No. 19						
property	hereby	conveyed	and	will	at	the	cost
of	the	purchaser	do	all	that	the	she
may	be	required	to	do	for	that	purpose
and	shall	also	support	the	prayer	of	the
purchaser	to	be	added	as	as	plaintiff	in
the	said	pending	suit	and	to	continue	with
the	suit.						
THAT	the	Purchaser	shall	continue	the	suit	being
title	suit	No. 63	of	1993	pending	before	the
2nd	civil	Judges	court	senior	division	at	alipore
and	also	other	cases	and	proceedings	arising	out
of	the	said	suit	and	shall	be	at
liberty	to	enjoy	the	said	usufructs	of	the
decree	to	be	passed	in	the	said	suit.
THAT	if	in	future	any	omission	or	discrepancies
are	detected	in	these	presents	the	same	and
will	be	rectified	by	the	vendor	by	the
proper	deed	of	declaration	and	of	rectification	at
the	cost	and	expenses	of	the	purchaser	r



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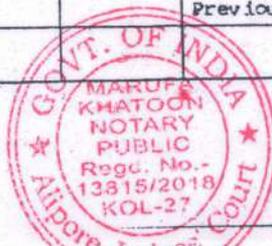
Price : 0.75 Paise

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SCHEDULE	ABOVE	REFERRED					
			TO :				
ALL	THAT	undivided	1/4th	one fourth	share	of	piece
and	parcel	of	revenue	redeemed	homestead	land	
measuring		a total	area	of 1	one	bighas	
13	thirteen	cottas	2	two			
chittacks	and	13	thirteen	square	feet	be	the same
a	little	more	or	less	together	with	
the	two	storeyed	old	brick	built		
house	and	other	structures	building	fittings	fixtures,	
privy	water	line	electric	connection	having	a total	
built	up	area	of	approximately	3240	square	feet
and	also	all	other	rights	of	easements	
attachment	attached	therein	together	with			
the	right	to	continue	title	suit	No.63	of 1993
now	pending	before	the	second	part	of	the
civil	Judge	senior	division	at	alipore		
comprised	of	Khas	Mahal	dihi	Panchannagram	trib	
division	V	sub	Division	H	Touji	contd.	
contd.							
		page	NO.20				
NO.	2833	holding	No. 260(Old	126	New	Being	portion
of	premises	no.7	Tiljala	Place	and	part	of
no.11	dilkhusa	street	at	present	portion		
of	Municipal	premises	No.7	7A	7B,	7c,	and
7D,	Tiljala	Place	as	renumbered	and	part	
of	premises	no.11	dilkhusa	street	Police	station	
Karya	calcutta	780	019	sub	registration		
office	at	sealdah	within	the	calcutta		
Municipal	corporation	ward	No.65	which	is		
butted	and	bounded	as	follows:-			
ON	the	North	Dr.	Ritesh	guba	street	
			Previously	dilkhusa	street.		

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Signature of Presentant

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per	Memo	below :-
	MEMO	OF CONSIDERATION
	BY A/c	Payee cheque No. 322650
	dated	on 20-3-20 drawn on Union
	Bank of	India Jorhat Branch.
	Collector.	Rs 4,80,000
		4,80,000
	Total	Rpds four lakh / A. Ahmed
	eight	hundred ru. / Commit addition
		Ahmed is certified
		Attorney of Rajan
		Lakshmana
	WITNESSES :	
	1.	Kam Kumar Bora
	2.	Jamal Uddin 40/2 Shampet Havel Road. Dist - 12
	Drafted by:	K. E. Karmakar
	Advocate.	[Signature]
	Typed by me:	Pradyot Pallya
	Judges court	
	Allpore.	



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1	gndan non individual stamp in	15,000
	S. L. no 3703B	
	Sold to gagan Javed	
	of 44B, Shambhu Huda	
	Road.	
	encl. 17	
	code no. 00BB 742769	
	Calcutta Collectorate	
	Tram. 10/3/88	
		Spec. applicable
	15,000 x 2 =	30,000
	1000 x 3 =	3000
	1e —	500
	1e —	100
	1e —	10
		336101
2	gndan non individual stamp in	15,000
	S. L. no 3703E	
	Sold to gagan Javed	
	of 44B, Shambhu Huda	
	Road.	
	encl. 17	
	code no. 00BB 742770	
	Calcutta Collectorate	
	Tram. 10/3/88	
		Spec. applicable
	15,000 x 2 =	30,000
	1000 x 3 =	3000
	1e —	500
	1e —	100
	1e —	10
		336101



AA Ahmed

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③	गन्दराम	मन	शुद्धी	STAMP NO	1000/-
	र	ना	37036		
	को	शुद्धी	तार		
	अ	44D	शुद्धी		
		रोड			
		प्ल- 17			
	कोलेक्टर	कोलेक्टर			
		शुद्धी			
		10/3/98			
				शुद्धी शुद्धी	
	15,000 x 2 =	30,000		शुद्धी	
	1000 x 3 =	3000			
	100	500			
	100	100			
	100	10			
		33610			
④	गन्दराम	मन	शुद्धी	STAMP NO	1000/-
	र	ना	37036		
	को	शुद्धी	तार		
	अ	44D	शुद्धी		
		रोड			
		प्ल- 17			
	कोलेक्टर	कोलेक्टर			
		शुद्धी			
		10/3/98			
				शुद्धी शुद्धी	
	15,000 x 2 =	30,000		शुद्धी	
	1000 x 3 =	3000			
	100	500			
	100	100			
	100	10			
		33610			



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1000/-

(5) Gndam non judicial STAMP of 1000/-
 & L. NO. 37036
 Sold to gndam Javed,
 of 44D, SHANKH Hada
 Road,
 Cal- 17

Calcutta Collectorate

Trusty.

10/3/98

Sh. AIR 5/10.

15,000 x 2 = 30,000

1000 x 3 = 3000

1000

1000

1000

336/10/-

5/10.

1000/-

(6) Gndam non judicial STAMP of 500/-
 & L. NO. 37036
 Sold to gndam Javed,
 of 44D, SHANKH Hada
 Road,
 Cal- 17

Calcutta Collectorate

Trusty. 10/3/98

Sh. AIR 5/10.

15,000 x 2 = 30,000

1000 x 3 = 3000

1000

1000

1000

336/10/-

1000/-

1000/-



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PAGE NO.....

②	Indian	nan	Individual Stamp	Rs	100/-
	na	37038			
	Sold	to	gotan	favd.	
	of	44D,	SHAMRA	Hada	
			Recd.		
			Chk- 17		

Chikatta collectorate & Co. S.H.S. Bile
T.M.M.
10/7/98

15,000 x 2 = 30,000
 1000 x 3 = 3000
 1000 ——— 500
 100 ——— 100
 10 ——— 10
 336/10/-

③	Indian	nan	Individual Stamp	Rs	100/-
	na	37038			
	Sold	to	gotan	favd.	
	of	44D,	SHAMRA	Hada	
			Recd.		
			Chk- 17		

Chikatta collectorate & Co. S.H.S. Bile
T.M.M.

15000 x 2 = 30,000
 1000 x 3 = 3000
 1000 ——— 500
 100 ——— 100
 10 ——— 10
 336/10/-

Comp Prepared ABHIT LAHRI d.
 C. No. 99/1985 Registrar of Assurances
 CHIKATA - RA Chk. 10/7/98
 Compd (Amiruddin Ahmed)





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DOCUMENT NO.....

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Filing Form
Registration Directorate

BOOK NO.....

YEAR.....

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					s. B. Z. Welleley park Cal
					Chaque no 639779 dt 14.5.98
					For Rs 156480 has been paid on
					defined as duty under
					Admitted
					Admissible under Rule 21, duty Stamp Act 1899
					as also as amended by W. Bengal Stamp Amendment Act, 1988.
					Schedule I, No 23.5d
					and also under Section 82 (1) of the Calcutta Improvement Act, 1911
					Stamp duty Paid under the Stamp Act..... Rs 135735-90
					Deficit A' fees Rs. 24580/- Subsequently realised by Case No. 5/16 Receipt No. 097328
					Additional duty under C. I. Act..... Rs 54296.36
					Paid in excess..... Rs 63.74
					Total Rs 190090-00
					Amount Paid as under:
					A 5269-0
					E 7-0
					J 55-0
					M/P 25-0
					M/W 4-0
					5360-0
					Presented for Registration at 1-10-98 in the Calcutta Registration Office on the 2nd day of Mar 1998
					A. Ahmed
					A. Ahmed
					sd. Y. D. Ghosh Additional Registrar of Assurances - B Calcutta. 16.5.98
					sd. Y. D. Ghosh Additional Registrar of Assurances - B Calcutta. 20.3.98
					Encl. in a letter A. Ahmed slo 20/- Haji vasizuddin Ahmed of 7/2 F, Mirajon ostagan Lane Cal-17 p.s. Karaya as constituted Attorney Begum Lutfunnessa A. Ahmed Amiruddin Ahmed as constituted Attorney of Begum Lutfunnessa



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1/1/1998

(A. Ahmed)

~~F203~~

R.A. Kol. Deed No-1238/1998. Vol No-91, Page- 392 to 415

5/- Pan SIL



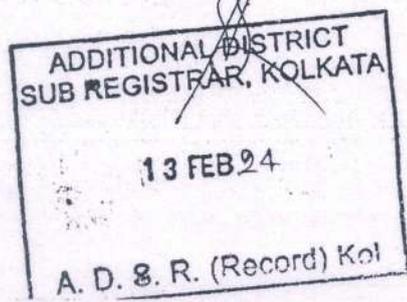
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

31AA 377337

Serial No. 228 dt. 7/2/24
 Br. No. 1238 Vol No. 91 Pages to 392-415
 Year. 1998
 Cartridge Paper Issued.....
 Copying Fee Ordinary..... 14/-
 Copying For Urgent..... 16/-
 Teading Charge for Map or Plan. 84/-
 Xeroxing Charges.....
114/-

Under Article F (1) & F (2).....
 Under Article G (a) & G (b).....
 Value of Stamp..... 4/-
 Value of Court Fee..... 20/-
 Value of Cartridge.....
 Cost of Map of the.....
 Cost of Mercantile.....
 Total Cost of Copy.....
 Copy Prepared Signed.....
 Sealed and Delivered to.....
 As per Order No.....

[Signature]
13/2/24



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PAGENO.....

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and sufficiently entitled to various landed properties including premises no. 7, Tiljala Place, P.S. Karaya (Previously Ballygunge) under the then Municipal limits of the corporation of Calcutta.

AND WHEREAS the said peary Mohon Banerjee was governed by the Dayabhaga School of Hindu Law.

AND WHEREAS peary Mohon Banerjee died - intestate leaving behind surviving his two sons

confd.... p/-4.

namely Anukul Chandra Banerjee and Supratul Chandra Banerjee and none else who jointly inherited amongst other the said property being premises no. 7, Tiljala Place and went on enjoying the same as its joint owners thereof the exclusion of others on payment of taxes and other outgoings to the appropriate authorities and by exercising all rights of ownership according to law each having a moiety share therein

~~xxxxxxx~~

AND WHEREAS the said ~~xxx~~ Anukul Chandra Banerjee died intestate on or about 28.8.1908 leaving behind surviving his only son and heir Nirmal Chandra Banerjee who inherited the undivided ~~xxxx~~ $\frac{1}{2}$ (half) share

confd... p/-5.

of all the properties including the property being premises no. 7, Tiljala Place, Calcutta. and went on enjoying all its usufructs with his other co-sharer supratul chandra Banerjee on payment of municipal taxes and other outgoings to the appropriate authorities.

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Properties	AND	WHEREAS	subsequently	the	said	supratul	
re,	chandra	Banerjee	filed	a	suit	for	partition
the	partition	against	the	said	Nirmal Chandra Banerjee	before	
on	the	first	court	of	the	sub - Judge	at Alipore
	being	title	suit	no.	50	of	
	1911.						
		contd...	p/-6.				
	AND	WHEREAS	a	final	decree	for	partition
	was	passed	in	the	said	suit	in terms of
two	the	commissioner's	report	on	or	about	16th
	day	of	December	1912 .			
	AND	WHEREAS	in	terms	of	the	aforesaid
	decrease	Nirmal chandra Banerje	was	exclusively			
	allotted	all	that	piece	and	parcel	of
	redeemed	homestead	land	measuring	16	(sixteen)	
base	cottahs	2	(two)	chittaks	and	13	(thirteen)
	sq.	ft.	be	the	same	a	little
	or	less	including	a	a	tank	by
things	17	(seventeen)	cottahs	more	or	less	having
risings	a	total	area	of	1(one)	Bigha	13
each	cottahs	2	(two)	chittaks	and	13	(thirteen)
	thirteen)	sq. ft.	more	or	less	comprised	of
	panchannagram	Division	V .				of khas Mahal Dahi
				contd...	p/-7.		
3ra	sub -	Division	H,	Touji	no.	2833	being
.1908	no.	260	(old)	no.	126	(new)	being
	of	Municipal	premises	no.	7,	Tiljala	Palace
the	and	part	of	premises	no.	11	Dilkhusa
	street	(formerly)	P.S.	Ballygunge	S.R.	Office	Sealdah,
erty	in	the	District	of	24	parganas	and
	went	on	enjoying	the	said	properties	as
	sole	owner	thereof	to	the	exclusion	of
	and	went	on	enjoying	the	same	as
Banerjee	its	absolute	owner	thereof	on	payment	of
	taxes	and	other	outgoings	to	the	appropriate
							authorities

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YEAR.....

and	by	exercising	all	rights	of	ownership	
according	to	law.					
AND	WHEREAS	the	said	Anukul	Chandra	Banerjee	
died	leaving	also	his	second	wife		
Sm.	Sushama	Sundari	Debi.				
			contd... p/- 8.				
AND	WHEREAS		Sm.	Sushama	Sundari	Debi	Brought
a	suit	for	declaration	of	her	title	for
from	the	estate	of	Anukul	chandra	Banerjee	
since	deceased	being	title	suit	no.	182	
of	1909	before	the	first	court		of
subordinate	Judge	at	Alipore	24 -	Parganas .		
AND	WHEREAS	by	virtue	of	a	decree	passed
the	said	court	the	property	mentioned	herein -	
above	along	with	other	properties	were	charged	
for	maintenace	maintenace	of	Sm.	Sushama	Sundari	
Debi .							
AND	WHEREAS	in	terms	of	the	decree	passed
said	court	the	said	Sm .	Sushama	Sundari	
Debi	was	entitled	to	get	her	maintenace	at
the	rate	of	Rs. 15/-	per	month .		
			contd..	p/-9.			
AND	WHEREAS	the	property	mentioned	hereinabove		
including	other	properties	being	subject	to	a	
charge	in	terms	of	the	decree	passed	in
said	suit	being	aforsaid	title	suit		
no.	182	of	1909.				
AND	WHEREAS	the	said	Nirmal	Chandra	Banerjee	
decided	to	sell	the	properties	free	from	all
encumbrances	and	charges .					
AND	WHEREAS	on	receipt	of	consideration	of	
Rs. 5,4000/-	only	the	said	Sm.	Sushama	Sundari	
Debi	executed	a	registered	deed	of		
release	on	7th	April	1945	in	favour	



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properties	
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attached	
AND	WHEREAS
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Chandra	
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AND	
the	7th
Nirmal	
vendor	
Dattajee	
the	
in	50
in	
72	
year	
Banerjee	
sold,	
deceased	
estates	

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or less including a tank by measurement
 17 cottahs more or less having a total
 area of 1 Bigha 13 cottahs 2 chitraks
 and 13 sq-ft. be the same a little
 more or less comprised of khas
 Mahal Dahi Panchannagram, Division V, sub -
 Division H, Touji No. 2833 being Holding
 no. 260 (old) no. 126 (new) being portion
 of premises no. 7, Tiljala place and part
 of 11 "Milkhusa street (formerly portion of
 premises no. 7, Tiljala 2nd Lane). Police station
 Ballygunge S.R. Office office of Sealdah within
 the then Municipal limits of the corporation
 of Calcutta and in the District of 24
 Parganas and delivered possession unto and in favour
 of the said purchaser fully absolutely
 and forever which is particularly mentioned in
 the schedule "A" thereunder written.
 AND WHEREAS since such ~~xxx~~ purchase as aforesaid
 the vendor herein got her name mutated
 in the office of the then corporation of
 Calcutta and is in uninterrupted possession of
 the said premises as its absolute
 owner the roof to the exclusion of
 others on payment of taxes and other out-
 goings to the appropriate authorities and by
 exercising all rights of ownership according
 to law.
 AND WHEREAS in the Assessment record her name
 was recorded along with one peary Mohan Banerjee
 who was the owner of the other portion of
 7. Tiljala place.



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AND	WHEREAS	since	such	purchase	the	vendor
herein	with	her	own	fund	constructed	a two
storeyed	pucca		building	in	the	said land
and	premises	on	or	about	1945	took water
connection	and	electric	line	and	is	enjoy
ing	the	said	properties.		as	its absolute
owner	thereof	to	the	exclusion		of
others	on	payment	of	takes	and	other
outgoings	to	the	appropriate	authorities	and	by
exercising	all	rights	of	ownership	according	to
law .						
AND	WHEREAS	the	said	property	at	7 ,
Tiljala	place	subsequently	being	called	known ,	
described	and	assessed	as	portion	of	premises
no. 7 ,	7A ,	7B ,	7C ,	and	7D ,	Tiljala
place ,	police	station	Karaya	now	within	
the	Calcutta	Municipal	corporation	ward	no.	
65 .						
AND	WHEREAS	on	or	about	1962	
the	vendor	herein	went	for	east	pakistan
now	Bangladesh	to	live	with	her	husband
who	as	a	practising	advocate	of	Dhaka High
court	and	xb	had	been	started	started living
there .	The	properties	in	India	Including	the said
property	being	7, 7A, 7B ,	7C	and	7D	Tiljala
place	and	portion	of	11	Dilkusa	
contd... p/- 12.						
street	Calcutta	were	looked	after	by	the
agent	of	the	vendor.			
AND	WHEREAS	all	along	with	the	vendor has been
in	peaceful	possession	of	the	said	properties by
herself	- and	through	her	agents	and	there
was	no	dispute	at	any	point	of time
refarding	title	and	possession	of	the	said



A. Ahmed

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properties .

AND WHEREAS on or about 23rd January , 1993

the constituted Attorney of the plaintiff has come

to know that some unauthorised persons incl-

uding one Sd. Nandita Guha Thakurta

occupied a portion of the suit property.

on enquiry of the records of the

calcutta Municipal corporation it was revealed that

the suit property has been partitioned

by virtue of the court's order the aforesaid

Nandita Guha Thakurta and other unauthorised

persons are not in possession of the said

property some portion of the said properties are

lying vacant .

AND WHEREAS subsequently on ~~an~~ enquiry it

was revealed that the fictitious persons

on a false claim of title and by

practising fraud upon the court , falsely claiming

themselves to be owners allegedly on the basis

as if the vendor herein has transferred the

property to the said Sd. Nandita Guha

Thakurta and others by way of alleged exchange

with their property at Bangladesh .

AND WHEREAS the vendor herein never at any

point of time having exchanged or transferred

in any

c contd... p/-13

manner whatsoever the properties therein

conveyed to the said Nandita Guha Thakurta

and others or to any body else .

AND WHEREAS after having come to

known of such fraudulent acts of the

said Sd. Nandita Guha Thakurta and

other the vendor herein through her erstwhile

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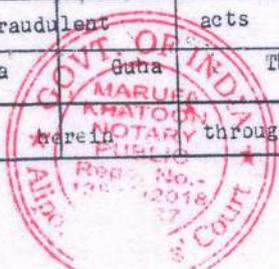
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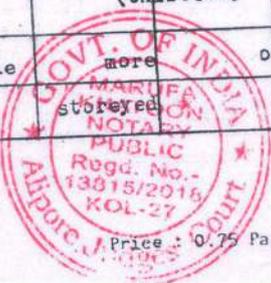
9

YEAR.....

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constituted	attorney	filed	title	suit	no.
63 ,	of 1993	now	pending	in the court of	
the	2nd	Civil	Judge	(Debtor	Division) at
Alipore	for	declaration	that	the	
vendor	is	the absolute	owner	of the	
property	hereby	to be	conveyed	by these	present
and also	permanent	and	mandatory	injunction	and
that	other	reliefs .			
AND	WHEREAS	the vendor	having	attained	age
and	it	being	no	longer	convenient
for her	to continue	with	the	property	peacefully
and to	prosecute	with	the	litigation	and also
to bear	the	expenses .			
AND	WHEREAS	the vendor	decided	to convey	and
transfer	her	right	title	and	interest
the	property	with	right	x	to continue
the	said	pending	litigation	after	being
therein	and	subject	to	final	result
said	pending	litigations			
AND	WHEREAS	the purchaser	herein	agreed	to
purchase	the	property	on	such	conditions
a	price	of	Rs. 4,80,000/-	(Rupees	four
eighty	thousand	only)		in	respect
1/4th	(one	fourth)		share	therein.
				contd....p/- 14.	
AND	WHEREAS	the	vendor	has	agreed
the	purchaser	for	absolute	sale	to her
ALL	THAT	the	undivided	1/4th	(one fourth)
share	and/	or	interest	of	revenue
homestead	land	measuring	an	area	of
13	Bigha	13 (	thirteen)	cottahs	2 (two)
sq	and	13	(thirteen)	sq. ft.	be
same	a	little	more	or	less
with	a	two	storeyed	pucca	brick
					built
					building

A. Ahmed
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Price : 0.75 Paise

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standing on a portion thereof and also other
 unauthorised structures are made by the said
 unauthorised occupiers including water connection,
 privy, bath all other fittings and fixtures
 electric connection right of easements attached
 therein and also the right to continue the
 suits / cases which are pending in court
 comprised of khas Mahal ~~XXXXXX~~ Dini panchannagram Division
 V sub - Division H, Touji no. 2833 being Holding
 no. 260 (old) no. 126 (new) being portion of
 municipal premises nos. 7, 7A, 7B, 7C,
 and 7D, Tiljala place and part of premises
 no. 11, Dilkhusa street Police station karaya
 Calcutta - 700 017 within the Calcutta Municipal ~~XXXX~~
 Corporation ward no. 65 sub - Registration office
 at Sealdah in the District of south 24 Parganas
 more fully described in schedule hereunder
 written at or for a total consideration
 of Rs. 4,80,000/- (Rupees four lacs eighty thousand
 only) subject to the said litigation which are
 pending before the 2nd court of the
 civil Judge (senior Division) at Alipore and
 also subject to the payment of proportionate
 taxes and other outgoings and to the conditions
 and incidences under which the properties
 are held.

NOW THIS INDENTURE WITNESSETH that in pursuance
 of the said agreement and in consideration of the
 said

contd... p/- 15.
 sum of Rs. 4,80,000/- (Rupees four lacs eighty
 thousand only) of the lawful money of the union
 of India in hand well and truly paid by
 the purchaser to the vendor hereto as per
 memo of consideration mentioned below on or before

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B, 7C,
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the	execution	of	these	present	(the	receipt
whereof	the	vendor	doth	hereby	and	by the
receipt	hereunder	written	admit	and	acknowledge	
and	of	and	from	the	same	and every part
thereof	doth	hereby	acquit	release	and	
forever	discharge	the	said	purchaser	as	well
as	the	said	properties	hereby	conveyed).	
the	said	vendor	doth	hereby	by	these presents
grant	convey,	sell,	transfer	assign	and	
assure	unto	the	purchaser	her	heirs	executors,
administrators	legal	representatives	and	assigns		
ALL	THAT	undivided	1/4th	(one fourth share)	and	
or	interest	in	place	and	parcel	of revenue
redeemed	homestead	land	measuring	1 (one)		
bigha	13	(thirteen)	cottas	2 (two)	chittaks	
and	13	(thirteen)	sq. ft.	be	the	same a
little	more	or	less	together	with	a two
storied	old	brick	built	dwelling	house	
and	othe	structures	building	fittings	fixtures	
privy	water	line,	electric	connection	having	
a	total	built	up	area	of	approximately
3240	sq.ft.	including	all	other	easements	
and	appurtenances	attached	thereto	comprised	of	
Dihi	panchannagram,	Division	V,	sub -	Division	
H,	Touzi	no.	2833	holding	no. 260	(old)
no.	125	(new)	being	portion	of	present municipal
premises	nos,	7,	7A,	7B,	7C	and 7D,
Filjala	place	and	part	of	premises	no. 11
Dilkusa	street	P.S.	Karaya	Calcutta - 19	and	
also	the	right	to	continue	and	carry on
with	the	title	suit	no.	63	of 1995 pending
before	the	2nd	court	of	the	civil
Judge	(Senior)	Division)	at	Alipore	24	
parganas.						



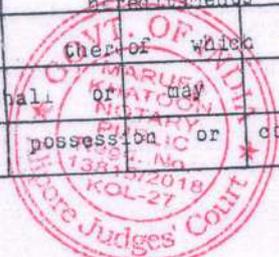
A. Ahmed
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cond...p/- 16.

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and also subject to final result of the
 said suit and also to enjoy the fruits
 of the decree to be passed in the
 said suit more particularly described in the schedule
 hereunder written TOGETHER WITH all fittings
 and fixtures attached therein OR HOWSOEVER OTHERWISE
 the said land hereditaments messuage tenements and
 premises or any part thereof
 now are or is or hereto for were or
 was situated located bounded called known
 numbered described or distinguished TOGETHER WITH
 the said old two storeyed brick built house
 and other structures fittings fixtures ways
 paths passages common fences hedges water
 courses and all rights, liberties privileges walls,
 common walls, easements, appendages and appurtenances
 whatsoever to the said land hereditaments messuages,
 tenements and premises belong - ing to or
 in anywise appertaining thereto or have or at
 anything hereto held, occupied enjoyed accepted
 reputed deemed taken or known as part
 parcel of number thereof or appurtenant thereto
 AND ALL the estate right title interest
 inheritance use, trust possession in proper -
 ties, claim and demand whatsoever both at law
 and in equity of the vendor whatsoever
 into upon and over the said land hereditaments,
 messuage tenements and premises or any
 part thereof together with all deeds, paths ~~xxxxxx~~
 documents writings and evidences of title
 whatsoever which exclusively relates to or
 concerning the said hereditaments and premises
 or any other part thereof which are
 now or hereinafter shall or may be in
 the custody power possession or control of



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and quietly hold possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction or interruption claim or demand whatsoever from or by the vendor or any other person or persons lawfully or equitably claiming from under or in trust for the vendor AND that free and clear .

contd.... p/- 18.

freely and ~~not~~ clearly and absolutely discharged raised harmless and kept indemnified against all estates and encumbrances created by the vendor or any other person or persons lawfully or equitably claiming from under or in trust for her FURTHER THAT the vendor and all person or persons having lawfully and a equitably claiming any estate or interest in the said land and premises or any part thereof under or in trust ~~for~~ for the vendor the vendor shall and will from time to time and at all time hereafter at the ~~request~~ request and cost of the purchaser do execute execute and perform or cause to be done executed and performed all such acts , deeds and things whatsoever for further and more perfectly assuring the said land , hereditaments tenements and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may reasonably be required .

THAT there has not been any acquisition or requisition of the property by any authority whatsoever ever . There is also no alignment by the corporation at present in respect of the ~~part~~ any portion of the properties and

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and	thereof,	if	not	paid	already	the	liability	of
eviction	such	payment	shall	vest	with	the		
	vendor.	The	purchaser	will	be	liable	for	
	payment	of	such	outgoings	from	the	date	of
claiming	these	present.						
of	BE	IT	STATED	THAT	the	vendor	shall	support
	any	application	made	by	the	purchaser	for	mutation
	of	his	name	in	the	office	of	the
	Calcutta	Municipal	corporation	and	other	appropriate		
discharge	authorities	in	respect	of	the			
all								
the					contd....	p/-	19.	
sons	property	hereby	conveyed	and	will	at	the	
	cost	of	the	purchaser	do	all	that	she
the	may	be	required	to	do	for	that	purpose
	and	shall	also	support		the	prayer	of
lawfully	purchaser	to	be	added	as	plaintiff	in	the
interest	said	pending	suit	and	to	continue	with	
part	the	the	suit.					
vendor	That		the	purchaser	shall	continue	the	suit
	being		title	suit	no. 63	to	1993	
the	1993	pending	before	the	2nd	Civil		
	Judges	court	(Senior	Division)	at	Alipore		
ited	and	also	all	other	cases	and	proceedings	
things	arising	out	of	the	said	suit	and	shall
log	be	at	liberty	to	enjoy	the	usufructs	of
and	the	decree	to	be	passed	in	the	said
	suit							
aforsaid	THAT	if	in	future	any	omission	or	discrepancies
	are	detected	in	these	presents	the	same	
	will	be	rectified	by	the	vendor	by	a
tion	proper	Deed	of	Declaration	and/	or		
thority	rectification	at	the	costs	and	expenses	of	the
ment	purchaser							
of t								
and								



A.A. Ahmed.
SIGNATURE OF PRESENTANT

SIGNATURE OF REGISTERING OFFICER



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DOCUMENT NO.
YEAR 17

Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.
PAGE NO. 4.02

of
stead
1
to
the
with
and
privy
total
shed
title
at
at
ll,

ON THE SOUTH :- 51, Samsul Huda Road, and
ON THE WEST :- Corporation Road.
IN WITNESS WHEREOF the vendor has set and
subscribed her hands on the day month
and year first above written
SIGNED AND DELIVERED
IN PRESENCE OF :-
1. Kamal Baral, 44D, Samsul Huda Road, Cal-17
A. Ahmed (Amir Uddin Ahmed) AS Constipated Attorney of Begam Dakhannissa.
VENDOR :
2. Kamal Uddin 40B, Samsul Huda Road, Cal-17
contd... p/- 21.
RECEIVED of and from
the within named purchaser
the within mentioned sum
of Rs. 4,80,000/- (Rupees four
lacs eighty thousand)
only being the full
consideration money to have
been paid by the purchaser
to the vendor as per
memo below :-



A. Ahmed
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Govt. of West Bengal
Filing Form
Registration Directorate

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BOOK NO.....

YEAR.....

PAGE NO..... 2/10

①	gandam	non	Judicial	Stamp	Rs	15,000
	B. L.	NO.	37034			
	Mortgage to Sahida Pasveem					
	of 44D, Khamrai Hada					
	Road,					
	Dist- 17					
	code	no	00BAS 742752			
	Calcutta Collectorate					
	Tahsil,					
	1013/17B					
						for registration
						charge
	15,000 x 2	=	30,000			
	1000 x 3	=	3000			
	500		500			
	100 x 1	-	100			
	10 x 1	-	10			
			336/0			
②	gandam	non	Judicial	Stamp	Rs	15,000
	B. L.	NO.	37034			
	Mortgage to Sahida Pasveem					
	of 44D, Khamrai Hada					
	Road,					
	Dist- 17					
	code	no	00BAS 742752			
	Calcutta Collectorate					
	Tahsil,					
	1013/17B					
						for registration
						charge
	15000 x 2	=	30,000			
	1000 x 3	=	3000			
	500		500			
	100		100			
	10		10			
			336/01			

A. Ahmed.

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DOCUMENT NO

YEAR

③	gnd. van	non	Judicial Stamp no	1000/-
	S. L. no.		37034	
	Sole to Salida Pasveer			
	of 44D, Shambal Hada			
	Road,			
	Plot- 17			
	Collectorate			
	T. No.			
	10/3/98			
			for single	
	15000 x 2 =	20,000		
	1000 x 3 =	3000		
	1000	500		
	1000	100		
	1000	10		
		33610/-		
④	gnd. van	non	Judicial Stamp no	1000/-
	S. L. no.		37034	
	Sole to Salida Pasveer			
	of 44D, Shambal Hada			
	Road,			
	Plot- 17			
	Collectorate			
	T. No.			
	10/3/98			
	15000 x 2 =	30,000		
	1000 x 3 =	3000	for single	
	1000	500		
	1000	100		
	1000	10		
		33610/-		
⑤	gnd. van	non	Judicial Stamp no	1000/-
	S. L. no.		37034	
	Sole to Salida Pasveer			
	of 44D, Shambal Hada			





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DOCUMENT NO.
YEAR

01-

Cal- 17
PATELA collectorat
Mum 10/3/98

15000 x 2 = 30,000

1000 x 3 = 3000

100 — 500

100 — 100

100 — 10

336/01-

866 gilligibla

Mum

⑥ gndaran non-judicial stamp of 500/-
S. L. no. 37034

Sold to Sahida Parveen
of 44D, Shamal Hada
Road.

Cal- 17

PATELA collectorat
Mum 10/2/98

866 gilligibla

Mum

15000 x 2 = 30,000

1000 x 3 = 3000

100 — 500

100 — 100

100 — 10

336/01-

⑦ gndaran non-judicial stamp of 100/-
S. L. no. 37034

Sold to Sahida Parveen
of 44D, Shamal Hada
Road.

Cal- 17



A. A. Honed,

SIGNATURE OF PRESENTANT

Price : 0.75 Paise

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DOCUMENT NO.....

Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.....

PAGE NO..... 4/14

FEAR.....

S.O.T. wrongly paid and
 clearance no 639781 dt 15.5.98
 For Rs 156 Lakh has been
 paid of defect stamp duty
 u/s 41

Admissible under Rule 21, duty stamp
 under the India Stamp Act, 1899
 as also as amended by W. Bengal
 Stamp Amendment Act, 1988.
 Schedule IA, No. 23, 5(d)
 and also under Section 32 (1) of the
 Stamp Improvement Act, 1911
 stamp duty Paid under the
 stamp Act..... Rs 135 735-90
 additional duty under C. I. Act..... Rs
 Paid in excess..... Rs 56 290-36
 Total Paid or 63-74
 190090-00

Defect stamp duty subsequently
 realised by Case No. 215 Receipt No. 097327

A 5269-0
 E 7-0
 J 55-0
 May 25-0
 Net 4-0
 5360-0

Presented for Registration at 1-20
 on the Calcutta Registration Office
 on the 2nd day of May 1998

by A Ahmed
 A. Ahmed

Sd/- D. Ghosh
 Additional Registrar of Assurances-II
 16.5.98

Sd/- D. Ghosh
 Additional Registrar of Assurances-II
 Calcutta
 20.3.98

Amiruddin Ahmed s/o Haji Nasiruddin
 Ahmed of 7/2F miagan ostagan lane col-17
 P.S. Karay As constituted Attorney of Begum
 Lutfunnessa
 A. Ahmed
 Amiruddin Ahmed as constituted
 attorney of Begum Lutfunnessa

Wakil
 Karim Bux s/o Late S. K. ye Khan
 wassein of 44/D sham sulhuda A. d col-17 Business



Ahmed

SIGNATURE OF PRESENTANT

Price : 0.75 Paise

SIGNATURE OF REGISTERING OFFICER

~~F 28~~

R.A. Kol, Deed No-1237/1998, v. No-91, Page-368 to 391

Arpan 5/2



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

31AA 377339

Serial No. 229 dt. 7/2/24

Serial No. 0

Deed No. 1237 Vol No. 91 Pages to 368 - 391

Year 1998

Carriage Paper Is. 14-00

Copying Fee Ordinary 16-00

Copying For Urgent 84-00

Reading Charge for Map or Plan.

Xeroxing Charges.....

14-00

16-00

84-00

114-00

Under Article F (1) & F (2).....

Under Article G (a) & G (b).....

Value of Stamp.....

Value of Court Fee.....

Value of Cartage Fee.....

Cost of Map or Plan.....

Cost of Enquiry.....

Total Cost of Arpan 5/2

Copy Prepared 229/2024

Sealed and Delivered to.....

As per Order No.

4-00

20-00

114-00

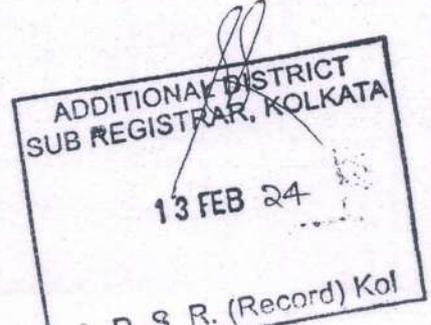
138-00



Record Keeper

Registrar of Assurances

13/2/24



copy sent to 24 pms (5)

12424

F-229



Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO. ...

PAGE NO. ... 368

DOCUMENT NO. 1287
YEAR 16-5-88

first page									
THIS	INDENTURE	made	on	this	20 th day	of	March,		
One	thousand	Nine	Hundred	and	Ninety	eight	BETWEEN		
BEGUM	LUTFUNNESSA	wife	of	Khan	Sahib	Moulavi			
Wahiduzzahar,		by	religion	Islam	by	profession			
Property	Holder	residing	at	16,	Syed	Amir	Ali,		
Avenue	Police	station	Ballygunge	calcutta					
700	019,	district	south	24	parganas	at			
present	of	10/1,	Yoyenbi	circular	Road				
Motijheel	commercial	Road	Dhaka,	Bangladesh	represented				
by	her	constituted	attorney	Amiruddin	Ahmed				
son	of	Late	Haji	Nasiruddin	Ahmed	of	7/ 2F		
Misjan	Ostagar	Lane	contd.						
				page No. 2)					
Police	station	Karya	calcutta	700	017	hereinafter			
called	and	referred	to	as	the	vendor			
(which	terms	of	or	expression	shall	unless			
excluded	by	or	repugnant	to	the	context			
be	deemed	to	mean	and	include	her	heirs		
executors	administrators	legal	representatives	and					
assigns	of	the	ONE	PART:					
				A N D					
REHAN	JAVED	son	of	Mr.	Javed	Akhtar	by	religion	
Islam,	by	profession	Business	residing	at	44D			
Shamsul	Huda	Road	Police	station	Karya	calcutta			
780	017	hereinafter	called	and	referred	to			
as	the	PURCHASER	which	terms	or	expression			
shall	unless	excluded	by	or	repugnant	to			
the	subject	or	context	be	deemed	to	mean		
and	include	his	heirs	executors,					
administrators	legal	representatives	and	assigne	of				
the	OTHER	PART							
		contd.							
				page No. 3)					
WHEREAS	One	peary	Mohan	Banerjee	was	seized			

TRUE COPY

1-2001



A. Ahmed (Amiruddin Ahmed)
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DOCUMENT NO.....

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3 PAGE NO..... 370.....

YEAR.....

outgoings	to	the appropriate	authorities.
AND WHEREAS		subsequently	the said
chandra Banerjee		filed	a suit for partition
against	the	said	Nirmal chandra Banerjee
before	the	first	court of the sub Judge
at	alipore	being	title suit no.60 of 1911.
contd.			
			page No. 5)
AND WHEREAS		a final	decree for partition
was	passed	in	the said suit in terms and
of	the	commissioners	report of or about
			18th day of December 1912.
AND WHEREAS		In terms	of the aforesaid final
decree	Nirmal	chandra	Banerjee was exclusively
allotted	all	that	piece and parcel of revenue
redeemed		homestead	land measuring 16 sixteen
cottahs	2	two	chittacks and 13 thirteen square
feet	be	the	same a little more or less
including		a	tank by measurement 17 seventeen
cottahs		more	or less having a total
area	of	1	One Bigha 13 thirteen cottahs 2 two
chittacks	and	13	thirteen square feet more or
less		comprised	of khas Mahal Bihl Panchanagram
division	V		
			contd
			page No.7)
Sub	division	H	Touji No. 2838
being	holding	no.260	old No.124 New being portion
of	the	Municipal	premises No.7 tiljala place and
part	of	premises	no.11 dilkhusa street formerly
Police	station	Ballygurge	S. F. Office seal dah
in	the	district	of 24 parganas and went
on	enjoying	the	said properties as its sole
owner	thereof	to	the exclusion of the other
and	went	on	enjoying the same as its absolute owner



A. H. Ahmed
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DOCUMENT NO.....

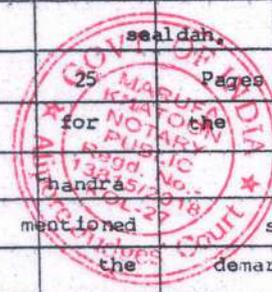
Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.....

5

PAGE NO..... 322

in	favour	of	Nirmal	Chandra	Banerjee	whereby
she	released	and	discharged	the	aforsaid	properties
including	other	properties	from	charge	and	as
such	the	propeties	being	portion	of	premises
No. 7	Tiljala	Place	and	part	of	11,
"Dilkhusa	Street	formerly	portion	of	premises	No
7	Tiljala	Second	land	with	all	right
easements	and	appurtenances	attached	thereto	became	
free	of	charge.				
AND	WHEREAS	since	such	registered	Deed	of
release	as	aforsaid	the	said	"Nirmal	Chandra
Banerjee	was	in	uninterrupted	possession	of	the
aforsaid	property	being	municipal	premises	No.	
7	Tiljala	place	and	part	of	11, Dilkhusa
Street	in	the	suburbs	of	the	town
calcutta	and	went	of	enjoying	the	same
on	payment	of	taxes	and	other	outgoings
to	the	appropriate	authorities	and	by	exercising
all	rights	of	ownership	according	to	Law.
(Page	no...10)					
AND	WHEREAS	by	a	registered	conveyance	
dated	the	7th	April,	1945	made	between
the	said	Nirmal	Chandra	Banerjee	therein	
called	the	vendor	of	the	one	Part
and	begum	Lutfunnessa,	the	vendor	herein	therein
called	the	purchaser	of	the	other	
Part	and	registered	in	the	office	of
the	Sub-Registrar,	xxxxx	sealdah,	in	Book	
No. 1,	Volume	No. 25	Pages	72	to	
80	Being	No. 643	for	the	year	1945
the	said	Nirmal	Chandra	Banerjee	for	
the	consideration	therein	mentioned	sold	transferred	
and	conveyed	ALL	THAT	the	demarkated	revenue
reclaimed	land	measuring	16	cottahs,	2	Chittraks
and	13	square	feet	more	of	less
						including

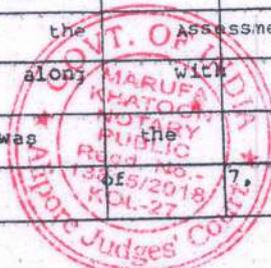


A. Ahmed.

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tank	by	measurement	17	cottahs	more	or
less	having	a total		area of	1	Bigha,
13	Cottahs	2	chittaks	and	13	sq
ft	be	the	same	a	little	more or
less	comprised	of	Khas	Mahal		Dihi
Panchannagram,		Division	V	Sub		Division
H	Touji	No	2833	being	Holdings	No 260
(old)		No	126	(new)	being	portion
of	premises	No	7	Tiljala	Place	and
part	of	11,	Dilkhusa	Street	(	formerly
portion	of	premises	7	Tiljala	and	Lane)
Police	Station	Ballygunge,	S.			Office
of	Saldah	with	the	then		Municipal
limits	of	the	corporation	of		Calcutta
and	in	the	District	of	24	Parganas
and	delivered		possession	unto	and	in
favour	of	the	said	Puchasers	fully	
absolutely	and	forever	which	is	particularly	
mentioned	in	the	schedule	A	thereunder	written.
AND	WHEREAS	since	such	purchase	as	afore-
said	the	vendor	herein	got	her	name
mutated	in	the	office	of	the	then
Corporation	of	Calcutta		and	is	in
uninterrupted	possession	of	the	said	premises	
as	its	bsolute				
				contd..P/ 11		
owner	thereof	to	the	exclusion	of	others
on	payment	of	terms	and	other	out-
goings	to	the	appropriate	authorities	and	
by	exercising	all	rights	of	ownership	
according	to	law.				
AND	WHEREAS	in	the	Assessment	records	her name
was	recorded	along	with	one	Peary	Mohan
Banerjee	who	was	the	owner	of	the
other	portion			Tiljala		Place..





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YEAR.....

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AND	WHEREAS	since	such	purchase	the	vendor
herein	with	her own	fund	constructed	a	
two	storeyed	pucca	building	in the	said	
land	and	premises		on or	about	1945
took	water	connection		and	electric	line
and	is	enjoying	the	said	properties	as
its	absolute		owner	thereof	to the	
exclusion	of	others	on	payment	of	taxes
and	other	outgoings	to	the	appropriate	authori-
ties	and	by	exercising	all	rights	of
wnership	according	to		law.		
AND	WHEREAS	the	said	property	at	7,
Tiljala	Place	subsequently		being	called,	known
described	and	assessed	as	portion	of	
remises	No 7	7A	7B	7C	and	7D Tiljala
Place	Police	Station	Karay		now	within
the	Calcutta	Municipal	Corporation		Ward No	65.
AND	WHEREAS	on	or	about	1962	the
vendor	herein	went	for	East	Pakistan	now
Bangladesh	to	live	with	her	husband	who
was	a	practising	advocate	of	Dhaka	High
Court	and	had	been	started	living	
there.	The	properties		in	India	including
the	said	property	being	7,	7A	7B
and	7D	Tiljala	Place	and		portion of
ll,	Dilkhusa		contd.....P/ 12			
street,	Clcutta	more		looked	after	by the
agent	of	the	vendor.			
AND	WHEREAS	all	along	with	the	vendor
has	been	in	peaceful	possession	of	the
said	properties	by	herself	and	through	
her	agents	and	the	was		no dis-
at	any	point		of	time	
regarding	title	and	possession	of	the	
said	properties.					



A.A. Kundu
SIGNATURE OF PRESENTANT

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Govt. of West Bengal
Filing Form
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~~F-227~~

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DOCUMENT NO..... 9
YEAR.....

January
the
and
some
was
barely
herein
with
conveyed

Court	of	the	2nd	civil	Judge	-	(Senior
Division)	at	Kolpore	for	declaration			
that	the	vendor	is	the	absolute	owner	
of	he	property	hereby	to	be	conveyed	
by	these	present	and	also	permanent		
and	mandatory		injunction	and	other	reliefs,	
AND	WHEREAS	the	vendor	having	attained	age	
and	it	being	no	longer	convenient		
for	her	to	continue	with	the	property	
peacefully	and	to	prosecute	with	the		
litigation	and	also	to	bear	the	expenses,	
AND	WHEREAS	the	vendor	decided	to	convey	
and	transf	her	right	title	and		
interest	in	the	property	with	right		
to	continue	the	said	pending	litigation		
-	after	being	substituted	therein	and		
subject	to	final	result	of	he	said	
pending	litigation,						
AND	WHEREAS	the	Purchaser	herein	agreed		
to	purchase	the	property	on	such		
conditions	and	at	a	price	of	Rs.	
4,80,000/	(Rupees	four	lacs	and	eighty	thousand	
only)	in	respect	of	undivided	1/4th		
(one	fourth)	share	therein				
				contd.p/ 14			
AND	WHEREAS	the	vendor	has	agreed	with	
the	Purchaser	for	absolute	sale	to		
him	ALL	THAT	the	undivided	1/4th	(one	
fourth)	share	and	or	interest	of		
revenue	-	redeemed	homestead	land	measuring		
an	area	of	1	(one)	Bigha	13	
(thirteen)	cottahs			two	chittaks		
and	13	(thirteen)		to	be	the	
same	a	title	more	less	together		
with	a	two	storeys	brick	built		



AA hand,

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Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.....

PAGE NO..... 378.....

AR..... 11

of	the	Union	of	India	in	hand	well
and	truly	paid	by	the	purchaser	to	th
vendor	hereto	as	per	memo	of	consideration	
mentioned		below		on	or	before	the
execution	of	these		presents	(	the	receipt
whereof	the	vendor	doth	hereby	and	by	
the	receipt	hereunder	written	admit	and		
a	acknowledge	and	on	and	from	the	
same	am	every	part	the	of	doth	hereby
acquit,	rel	ase	and	forever	discharge	the	said
Pu	chaser	as	well	as	the	said	pro-
parties	hereby	conveyed	).	The	said	vendor	doth
by	these	presents		grant,		convey	sell
transfer	assigns	and		assure	unto	the	
Pu	chaser	his	heirs,	executors,		administrators,	
legal	representatives	all		assigns	ALL	THAT	
undivided	1 / 4th	(	one	fourth)	share	and	
/	or	interest	in	piece	and	parcel	
of	revenue	redeem'd	homestead	lan:		measuring	
1	(one)	bigha,	13	(thirteen)	cottahs,		
2	(two)	chittaks	and	13	(thirteen)		
sq	ft	be	the	same	a	little	more
or	less	together	with	a	two	storeyed	
old	brick	built	dwelling	house	and	other	
structures	building	fit	ings	fix	ures	privy	
water	line	electric	connection	having	a		
total	built	up	area	of	approximatel y		
3240	sq	ft		including	all	other	
easements	and	appurtenanc	s	attached		thereto	comprised
of	Dihl	Panchanagram,	Division	v	sub	Division	
H	Touji	No	2833	(old)	No	260	(old)
No	126		(new)	being	portion	of	present
municipal	premises	Nos	7A	7B	7C		and
7D,	Tidjala		and	part	of	premises	
No	11	Dilkhusa	Street,		P	S	Karaya,



Signature

SIGNATURE OF REGISTERING OFFICER



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DOCUMENT NO.....15.....

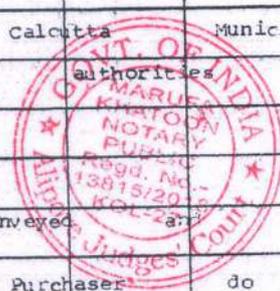
Govt. of West Bengal
Filing Form
Registration Directorate

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PAGE NO.....382.....

BAR

will	from	time	to	time	and	t	all	times
hereafter	at	the	request	and	cost	of	the	
purchaser	do	execute	and	perform	or			
case	to	be	done	executed	and	performed		
all	such	acts,	deeds	and	things	whatsoever		
or	further		and	more	perfectly	assuring		
he	said	land,	hereditaments	tenements	and			
remains	and	every	part	thereof	unt			
and	to	the	use	of	he	Purchaser	in	
manner	aforesaid	as	shall	or	may	be		
reasonably	be	required,						
That	there	has	not	been	any	acquisition		
or	requisition	of	he	property	by	any		
authority	whatsoever,	There	is	also	no			
alignment	by	the	Corporation	at	present			
in	respect	of	the	any	portion	of	he	
properties	and	all	taxes	and	other	out-		
goings	payable	in	respect	thereof,	if			
not	paid	already	the	liability	of	such		
payment	shall	vest	with	the	vendor			
the	Purchaser	will	be	liable	for			
payment	of	such	outgoings	from	the	date		
of	these	present,						
BE	IT	STATED	that	the	vendor	shall		
support	any	application	made	by	the	Purchaser		
for	mutation	of	his	name	in	the		
office	of	the	Calcutta	Municipal	Corporation			
and	other	appropriate	authorities	in	respect			
of	the							
		contd..P/ 19						
property	hereby	conveyed	and	will	at			
the	cost	of	the	Purchaser	do	all	that	
she	may	be	required	to	do	for		
that	purpose	and	shall	also	supprt	the		
prayer	of	he	Purchaser	to	be	added	as	



AAHamed
SIGNATURE OF PRESENTANT

SIGNATURE OF REGISTERING OFFICER

F-244

PAGE NO.....

DOCUMENT NO

YEAR.....

plaintiff in the said pending suit to continue with the suit. That the purchaser shall continue the suit being title suit no 63 of 1993 pending before the 2nd Civil Judges Court (Senior Division) at Alipore and also all other cases and proceedings arising out of the said suit and shall be at liberty to enjoy her usufructs of the decree to be passed in the said suit. That if in future any omission or discrepancies are detected in these presents the same will be rectified by the vendor by a proper deed of Declaration and or rectification at her costs and expenses of the purchasers.

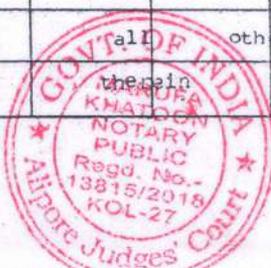
SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided 1 / 4th (one fourth) share of piece and parcel of revenue redeemed homestead land measuring a total area of 1 (one) Bigha, 13 (thirteen) cotahs, 2 (two) chittaks and 13 (thirteen) sq ft be the same a little more or less together with two storeyed old brick built house and other structures building fittings fixtures privy water lines electric connection having a total built up area of approximately 3240 sq ft and also other right of easements attached thereto together

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YEAR

Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.
PAGE NO. 384

with	the	right	to	continue	Title	suit
No 63	of	1993		now	pending	before
the	second	Court	of	he	Civil	Judge
(Senior		Division)		at	Alipore	comprised
	Khas	ahal	Dhi	-	Panchannagram	
Division	V	sub	-	Division	H	Touji
		contd. P/	20.			
No 2833	Holding	No 260	(Old)	126	(new)	
being	portion	of	premises	No 7	Tiljala	Place and
part	of	premises	No 11	Dilkhusa	Street	at
						premise
portion	of	Municipal	premises	No 7	7A	7C
7D	Tiljala	Place	(as	renumbered)		and
						part of
premises	no 11	Dilkhusa	St,	P 5	Baraya	Calcutta
700 Old	Sub	Registration	Office	&	Sealdah	within
he	Calcutta	Municipal	corporation	ward	No 65	
which	is	bounded	and	bounded	as	follows;
On	the	North	Dr.	Biresh	Guha	Street (previously
				Dilkhusa	street).	
On	the	East	;	Tiljala	Place;	
On	the	South	51.	Samsul	Huda	Road and
On	the	West	;	Corporation	Road.	
In	witness	whereof	the	vendor	has	set
his	hands	on	the	day	month	and
above	written.					year
						first
SIGNED AND DELIVERED IN PRESENCE OF:						
1.	KAMRAN BABA 44D SHAMSHI HUDA ROAD. CAL-17.			A. Ahmed. (C) AMIT UDDIN Ahmed AS VENDOR, const./attd		
2.	JEMAL UDDIN 40B SHAMSHI HUDA ROAD. CAL-17.			Attorney of BEGAN LATHEANESSA.		



A. Ahmed.

SIGNATURE OF REGISTERING OFFICER



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DOCUMENT NO.
YEAR

Govt. of West Bengal
Filing Form
Registration Directorate

BOOK NO.
PAGE NO. 386

① गन्धान नम शिवाय शाना नं 15,000
S. L. NO. 37033
कोले से Rehan Javed
of 44B, Shamal Hada
Road.

Cal. 17
code no. 005B 742750

Calcutta collectorate
Tamm.
10/3/88

Side 9100 Register
Tamm

15000 x 22	=	30,000
1000 x 3	=	3000
100	=	500
100	=	100
10	=	10
		336101

② गन्धान नम शिवाय शाना नं 15,000
S. L. NO. 37033
कोले से Rehan Javed
of 44B, Shamal Hada
Road.

Cal - 17
code no. 005B 742751

Calcutta collectorate
Tamm.
10/3/88

Side 9100 Register
Tamm

15000 x 2	=	30,000
1000 x 3	=	3000
100	=	500
100	=	100
10	=	10
		336101



Signature
SIGNATURE OF PRESENTANT

SIGNATURE OF REGISTERING OFFICER

F-208

③	गन्धर्व	नॉन	जुडिशियल	स्टाम्प	₹ 1000/-
	S. L.	no.	37033		
Sole to Rehan saved					
of 44D, Shamshad Huda					
Road.					
Cat-17					
Calculator collected					
Tnx. 10/3/98					
	15000 x	2 =	30,000		
	1000 x	3 =	3000	800	500
	1000		500		
	1000		100		
	1000		10		
	33600				
④	गन्धर्व	नॉन	जुडिशियल	स्टाम्प	₹ 1000/-
	S. L.	no.	37033		
Sole to Rehan saved					
of 44D, Shamshad Huda					
Road.					
Cat-17					
Calculator collected					
Tnx. 10/3/98					
	15000 x	2 =	30,000		
	1000 x	3 =	3000	800	500
	1000		500		
	1000		100		
	1000		10		
	33600				
⑤	गन्धर्व	नॉन	जुडिशियल	स्टाम्प	₹ 1000/-
	S. L.	no.	37033		
Sole to Rehan saved					
of 44D, Shamshad Huda					
Road.					





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BOOK NO.....

PAGE NO..... 388.....

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51-

CH- 17
Calcutta Calcutta
10/3/98

15000 x 2 = 30,000

1000 x 3 = 3000

100 — 500

100 — 100 80/- 911/2/12

100 — 10 100/-

336/01

(G) 90/- 90/- non-judicial stamp no 1000/-
& s no. 37033

Sold to Rafi Rehan Javed
of 44D Shamal Hada
Road,

CH- 17

Calcutta Calcutta
10/3/98

15000 x 2 = 20,000

1000 x 3 = 3000

100 — 500 80/- 911/2/12

100 — 100 100/-

100 — 10

336/01

(D) 90/- 90/- non-judicial stamp no 1000/-
& s no. 37033

Sold to Rehan Javed
of 44D, Shamal - Hada
Road.

CH- 17

Calcutta Calcutta
10/3/98



[Signature]

SIGNATURE OF PRESENTANT

SIGNATURE OF REGISTERING OFFICER



~~F-251~~

BOOK NO.....

PAGE NO.....390.....

DOCUMENT NO.....

YEAR.....

Admissible under Rule 21, duty stamps
under the Indian Stamp Act, 1899
as also as amended by W. Bengal
Stamp Amendment Act, 1988
Schedule IA, No. 2754
and also under Section 42 (1) of the
Calcutta Improvement Act, 1911

S. O. T overleafy part
Chaque no G39782 dt 15.5.98
For Rs 156480 has been
paid of deficit dt 15 July 1981

Stamp duty Paid under the
Stamp Act..... Rs. 135735-90
Additional duty under C.I. Act..... Rs. 54290-36
Paid in excess..... Rs. 63-74
Total Rs. 190090-00

Admitted

A 5260-0
E 7-0
J -55-0
MEJ 25-0
MRJ 4-0
5360-0

D. Fees of Rs 24585/ Subsequently
realised by Case No. 514 Scrip No. 097321

presented for Registration in the
Office in the Calcutta
in the 20th day of July 1998
by A. Ahmad

Sd. G. D. Ghosh
Additional Registrar of Assurances
Calcutta
16.5.98

Sd. G. D. Ghosh
Additional Registrar of Assurances
Calcutta
16.5.98

Amiruddin Ahmed s/o late Haji Nasiruddin Ahmed
of 7/2A Mirajon Nagar lane cat- 17 P.S. Karaga
As constituted Attorney of Begum Latifunnissa

A. Ahmed
Amiruddin Ahmed As constituted
Attorney of Begum Latifunnissa

Karim Sukh s/o S.K. Galon
Wastan of 44/D Sham sut st. cat-11
Karim



SIGNATURE OF PRESENTANT

Price : 0.75 Paise

SIGNATURE OF REGISTERING OFFICER

F-252



		<i>Number of pages of the document is dispensed with</i>	
		sd. y. D. Ghosh Additional Registrar of Assurances-D Calcutta. 20.3.98	
BOOK NO.	7		
VOLUME NO.	91		
PAGES...	368 to 394		
Being No.	12-37		
of the year	1998		
seal of the		Additional Registrar of Assurances-D Calcutta.	
sd. y. A. Ghosh		Additional Registrar of Assurances-D Calcutta.	
8.2.2000		8.2.2000	
Certified to be a True Copy			
Pratik Ghosh 8.2.2000			
CHECKED BY [Signature] 13/2/24			

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ANNEXURE - 'G'

Pg 283

THE KOLKATA MUNICIPAL CORPORATION
MUNICIPAL ASSESSMENT BOOK (Portal Copy)
LANDS AND BUILDINGS
ASSESSMENT DEPARTMENT

Borough No	Ward No	Street No	Premises No	Street Name	Heritage	Pond	Assessee No	Nathi No
7	065	32	7A	TILJALA PLACE	NO	YES	110653200043	0000

No of Stories	Nature of Use	Plot((in Sq.Ft.))	Covered((in Sq.Ft.))	Floor((in Sq.Mt.))	Land Area	Article	Section	%	Residential	Non Res	Classified Ownership	Operative GR Quarter	Operative GR Quarter	Operati GR Qua
3	D H, GODOWN, LAND & TANKFILLED LAND	22250	3240		Cottah 30,Chatak 14,SqFt 20							1/2017		

Name and address of owner and/or person liable to pay consolidated rate (1)	Initial and date of the H.A./Asstt. making correction (2)
Owner : JAVED AKHTER, SHAHEDA PARVEEN,REHAN JAVED, IRFAN JAVED,..... Address : 44/D, SHAMSUL HUDA RD,KOLKATA,.....	

Annual Valuation (3)	Assmt. u/s (4)	% of Consolidated Rate (5)	Date of Alteration of Annual Valuation Column 3(6)	Date of Effect of Alteration (7)	Quarterly payable Consolidated Rate (8)	Amount of Rebate if any u/s 171(5) @25% of Consolidated Rate(9)	Amount After Allowin Rebate (Col. 8 minus Col. 9)(10)
3240		15.4	16/04/2004	1988-10-01 00:00:00.0	124.74	0	124.74
3890		16.5	16/04/2004	1994-10-01 00:00:00.0	160.46	0	160.46
5440		19.1	16/04/2004	2000-10-01 00:00:00.0	259.76	0	259.76
10800		28	09/03/2012	2006-10-01 00:00:00.0	756	0	756
10800		28	09/03/2012	2012-04-01 00:00:00.0	756	0	756
309040		40	11/12/2012	2012-04-01 00:00:00.0	30904	0	30904
400800		40	13/08/2021	2016-04-01 00:00:00.0	40080	0	40080
8831480		20	16/08/2021	2017-04-01 00:00:00.0	51554	0	51554

Quarterly Howrah Bridge Tax at leviable on the AV (11)	Proportionate AV where applicable (12)	Proportionated Quarterly Rate (13)	% of Surcharge(14)	Amount of Surcharge(15)	Gross Amount Payable per Quarter Columns 8 or 10,11 and 15, if any(rounded off to the nearest rupee) (16)	Amount of General Rebate @5% u/s 215(2)(17)	Net Amount Payable per Quarter (rounded off to the nearest rupee) (18)	Initial of Assessment Clerk/Head Assistant(19)	Initial of Authenticating Officer u/s 191(4) (20)	Quter of Issuing of Fresh or Supplementary Bills as per Alternations(21)	Remarks (22)
4.05			50	0	129	6.45	123				ARV
4.86			50	80.23	245	12.25	233				ARV
6.8			50	129.88	397	19.85	377				ARV
13.5			50	378	1148	57.4	1091				ARV
13.5			50	378	1148	57.4	1091				ARV
386.3			50	2089.8	33380	1669	31711				ARV
501			50	2380.5	42962	2148.1	40814				ARV
11039.35			0	0	51554	2577.7	48976.3				UAA

Annual Valuation and Tax Capping in Unit Area Assessment System are subject to Verification and final determination by KMC, as applicable.



ANNEXURE - 'H'
Pg 254

From:
MD. HUMAYUN ABBAS
son of late Md. Abbas
of 7, Tiljala Place
Kolkata-700017 and also
of 51K, Shamsul Huda Road,
Police Station Karaya,
Kolkata-700017.

Office of the Jt. CP (Crime)

To,
(1) The ~~Joint C.P.~~ Joint C.P. (Crime)

Received on 18/12/23
Contents not Verified

Lal Bazaar Police Hd. Qr.
Kolkata-700001.

Signature

(2) Water Resources Investigation &
Development Department
Janbazar, Taltala, Kolkata

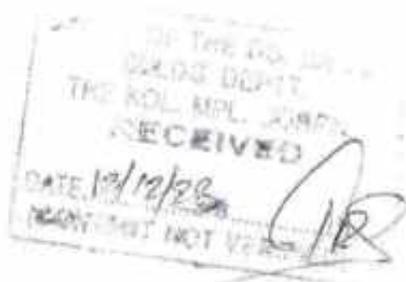


(3) State Water Resources & Development
Department Kolkata
Bikash Bhavan Nirman Bhavana,
DF Block, Sector-1, Bidhannagar
Kolkata-700064 (W.B)

(P.C. Cell)

(4) West Bengal Pollution Control Board
Paribesh Bhawan
10-LA, Sector-III
Salt Lake City

(5) Mayor-in-Council (Building)
Kolkata Municipal Corporation
5, S.N. Banerjee Road,
Kolkata-700013.



(6) D.G. Building-II
Kolkata Municipal Corporation
5, S.N. Banerjee Road
Kolkata-700013.

(7) The Executive Engineer (Building)
Kolkata Municipal Corporation
Ward No.65,
5, S.N. Banerjee Road,
Kolkata-700013.

(8) Deputy Commissioner of Police
South Eastern Division
2, Syed Amir Ali Avenue
Kolkata-700017.



15/12/23

[2]

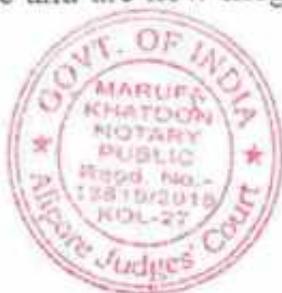
H-255

Dear Sir(s),

Sub:- Forcible illegal act with violence and dangerous life threat for encroaching and converting the 17 (seventeen) Cottahs water tank/ pound into low land by filling debris, mud, rags etc., for making illegal constructions of unauthorized building at the premises Nos. 7, 7A, 7B, 7C, 7D Tiljala Place now renumbered as 7A, Tiljala Place, P.S. Karaya, Kolkata -700017, by (1)REHAN JAVED (2)IRFAN JAVED (3)JAVED AKHTER All residing at the premises No.44D, Shamsul Huda Road, Police Station Karaya, Kolkata-700017 who are developers/ promoters linked with antisocial groups.

I beg to report for your kind information and immediate necessary action as follows:-

1. That I am one of the residents, residing along with my family members at the above mentioned address.
2. That on 07/12/2023 to my utter surprise I found that iron rods beams and other building materials are being stocked by the above named developers encroaching my portion forcibly and when I raised objection then all the above named promoter groups assemble and started to attack me using filthy and highly offensive languages with threat of dire consequences if I will cause objection in their aforesaid forcible illegal construction of unauthorized building and on their said forcible encroachment.
3. That times without number I had complaint about the unlawful acts of filling up of pound/ tank situated on the western portion of land being the frontage and artificially creating a small size tank/ pond about 3(three) cottah on the back portion (eastern side) of plot just to confuse the government legal authorities and fetch advantages therefrom at the premises Nos. 7, 7A, 7B, 7C, 7D, Tiljala Place now renumbered as 7A, Tiljala Place, P.S. Karaya, Kolkata -700017 but no one took any positive steps to restrain the same now the above mentioned promoter groups backed by political sources and high handed persons of the locality have gained courage and are now illegally and most unlawfully in full



[3]

H-256

force have started their construction work on the said 17(seventeen) Cottah pound/ tank after unlawfully filling it for their illegal gain.

4. That there are several deeds, documents and maps which clearly depicts the true picture of the premises No. 7A, Tiljala Place, P.S. Karaya, Kolkata - 700017 consisting of 17 (Seventeen) Cottah tank/ pond in front (western side) and about 16 (Sixteen) Cottah 2(two) Chittahs 13(thirteen) sq. ft. land but the above mentioned promoter groups has illegally converted the said pond into land for their unauthorized illegal construction.

The documents which truly clarifies the size, dimensions and location of tank/ pound are (1) Lease Deed No.208, in Book No.1, Volume No.9, Pages-126-129, year 1931 and (2)Deed of Indenture No.643 in Book No.1, Volume No.25 Pages 72 to 80 for the year 1945 and also as per (3) Deed No.1240 in Book No.1, Volume No.91, Pages 416 to 439 for the year 1998. These deeds annexed maps/plans clearly described the nature and character of land.

5. That now it is high time to stop such illegal act as there is apprehension of serious breach of peace and my life and property became insecure due to serious criminal activities and dangerous threat of the above named promoter group persons

I therefore, request you to kindly intervene the matter personally and do the needful by taking immediate strong action against the above named evil minded persons of their said offense and to save our life and property from danger and oblige.

Yours faithfully,

Enclosure:

1. The above mentioned Deeds with plan
2. Maps
3. Photographs

Md. Humayun Abbas

(S/d. HUMAYUN ABBAS)

M-

Humayun Abbas

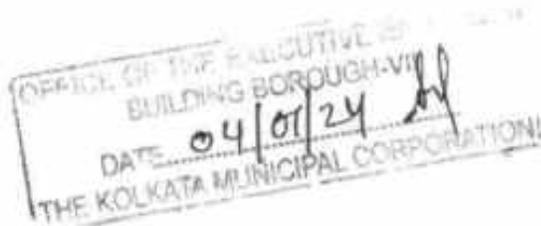




H-257

From:

MD. HUMAYUN ABBAS
son of late Md. Abbas
of 7, Tiljala Place
Kolkata-700017 and also
of 51K, Shamsul Huda Road,
Police Station Karaya,
Kolkata-700017.



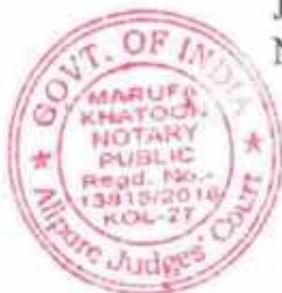
To,

- (1) The IGP & Vigilance Authority
Kolkata Municipal Corporation
New Market Building, Phase-I, (Hudco)
8th floor, 15N, Nellie Sengupta Sarani,
Kolkata-700087.
- (2) The Chief Municipal Law Officer
Kolkata Municipal Corporation
Ward No.65,
5, S.N. Banerjee Road,
Kolkata-700013.
- (3) The Assessor Collector (South)
Kolkata Municipal Corporation
Ward No.65,
5, S.N. Banerjee Road,
Kolkata-700013.
- (4) The Executive Engineer (Building)
Kolkata Municipal Corporation
Ward No.65,
5, S.N. Banerjee Road,
Kolkata-700013.

30/12/2023

Dear Sir(s),

Sub:- Forcible illegal act with violence and dangerous life threat for encroaching and converting the 17 (seventeen) Cottahs water tank/ pound into low land by filling debris, mud, rags etc., for making illegal constructions of unauthorized building at the premises Nos. 7, 7A, 7B, 7C, 7D Tiljala Place now renumbered as 7A, Tiljala Place, P.S. Karaya, Kolkata -700017, by (1)REHAN JAVED (2)IRFAN JAVED (3)JAVED AKHTER All residing at the premises No.44D, Shamsul Huda Road, Police Station Karaya,



[2]

H-258

Kolkata-700017 who are developers/ promoters linked with antisocial groups.

I beg to report for your kind information and immediate necessary action as follows:-

1. That I am one of the residents, residing along with my family members at the above mentioned address.
2. That on 07/12/2023 to my utter surprise I found that iron rods beams and other building materials are being stocked by the above named developers encroaching my portion forcibly and when I raised objection then all the above named promoter groups assemble and started to attack me using filthy and highly offensive languages with threat of dire consequences if I will cause objection in their aforesaid forcible illegal construction of unauthorized building and on their said forcible encroachment.
3. That times without number I had complaint about the unlawful acts of filling up of pound/ tank situated on the western portion of land being the frontage and artificially creating a small size tank/ pond about 3(three) cottah on the back portion (eastern side) of plot just to confuse the government legal authorities and fetch advantages therefrom at the premises Nos. 7, 7A, 7B, 7C, 7D, Tiljala Place now renumbered as 7A, Tiljala Place, P.S. Karaya, Kolkata -700017 but no one took any positive steps to restrain the same now the above mentioned promoter groups backed by political sources and high handed persons of the locality have gained courage and are now illegally and most unlawfully in full force have started their construction work on the said 17(seventeen) Cottah pound/ tank after unlawfully filling it for their illegal gain.
That subsequently after searching through KMC portal its very frightful to look that only 1(One) Cottah 7(seven) Chittaks has been shown as water body/ pond, very evident that it's been managed by improper means.
4. That there are several deeds, documents and maps which clearly depicts the true picture of the premises No.7A, Tiljala Place, P.S. Karaya, Kolkata -700017 consisting of 17 (Seventeen) Cottah tank/ pond in front (western side) and about 16 (Sixteen) Cottah 2(two) Chittahs 13(thirteen) sq. ft. land but the above mentioned promoter groups has illegally converted the said pond into land for their unauthorized illegal construction.



[3]

H-259

The documents which truly clarifies the size, dimensions and location of tank/ pound are (1) Lease Deed No.208, in Book No.1, Volume No.9, Pages-126-129, year 1931 and (2)Deed of Indenture No.643 in Book No.1, Volume No.25 Pages 72 to 80 for the year 1945 and also as per (3) Deed No.1240 in Book No.1, Volume No.91, Pages 416 to 439 for the year 1998. These deeds annexed maps/plans clearly described the nature and character of land.

5. That now it is high time to stop such illegal act as there is apprehension of serious breach of peace and my life and property became insecure due to serious criminal activities and dangerous threat of the above named promoter group persons.

I therefore, request you to kindly intervene the matter personally and do the needful by taking immediate strong action against the above named evil minded persons of their said offense and to save our life and property from danger and oblige.

Enclosure:

1. The above mentioned Deeds with plan
2. Maps
3. Photographs
4. Assessment dept. Record
5. KMC list of Pond, under Ward-65
6. Complaint dt.18/12/2023 to KMC and other authorities

Yours faithfully,

Md. Humayun Abbas
(S/d. MD.HUMAYUN ABBAS)
M-9883412355

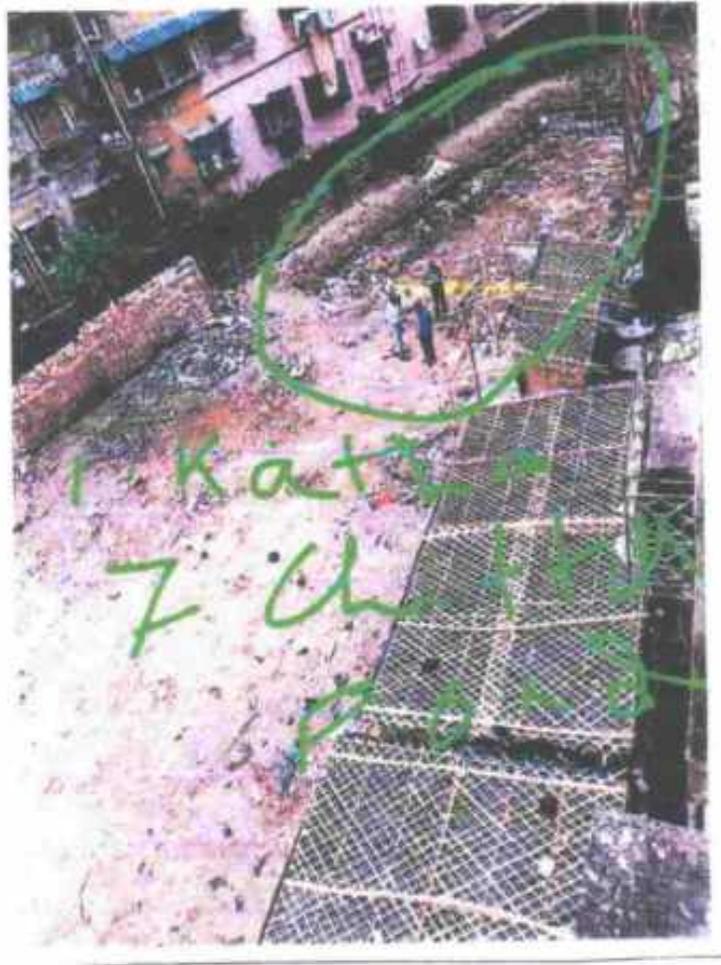


ANNEXURE - 'I'

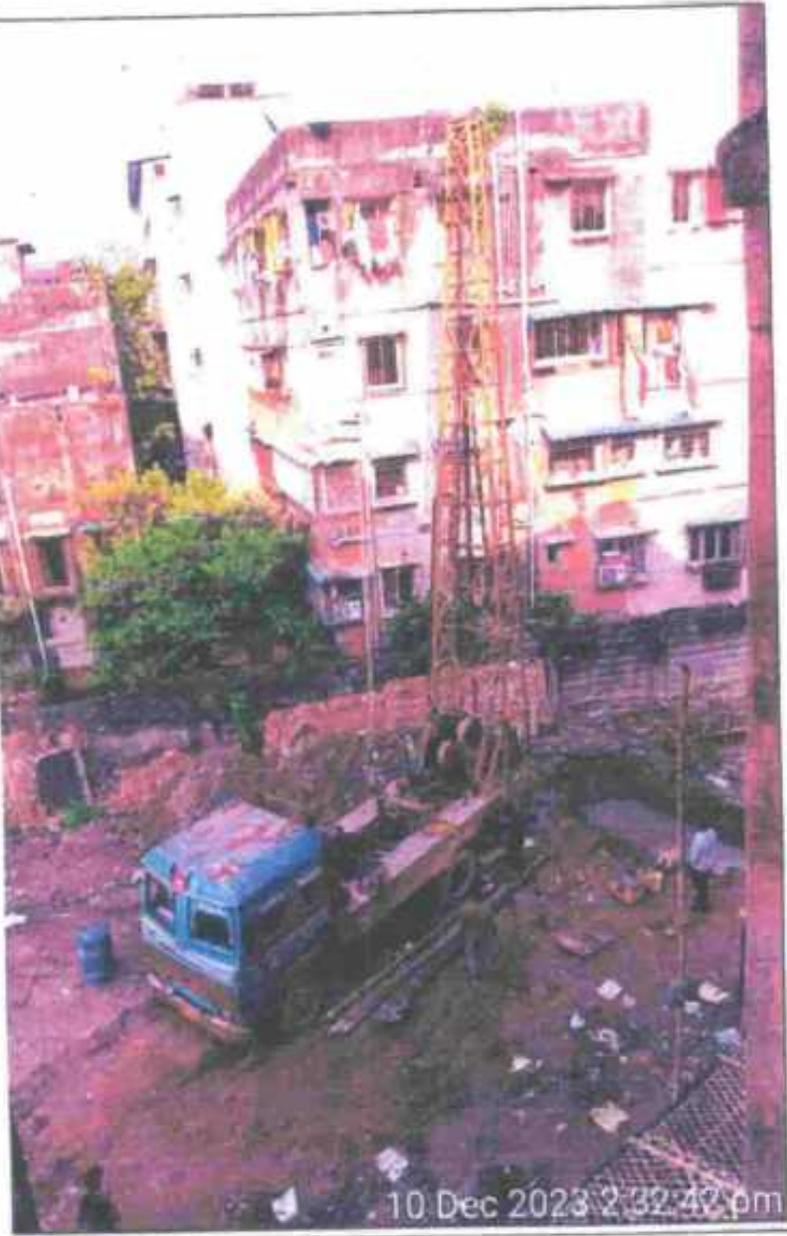
Pg 200



I-241



I-262



GOVT. OF INDIA
MARUF KHATOON
NOTARY PUBLIC
REGD. NO. -
13010/2018
KOL-27
Alipore Judges' Court

I-263



H-2~~X~~4



14 Apr 2024 2:45:01 pm

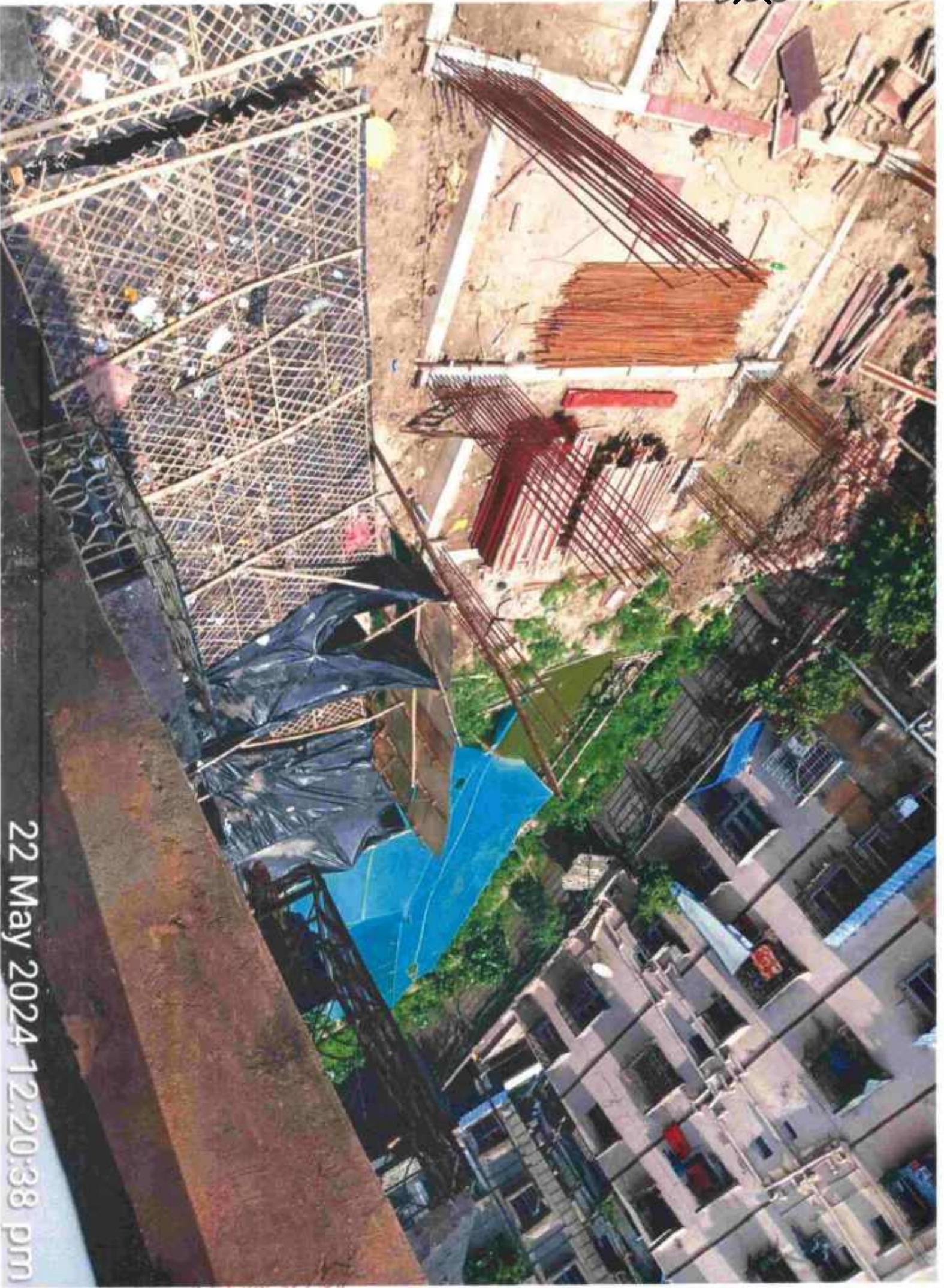
H-285



22 May 2024 12:20:28 pm



H-286



22 May 2024 12:20:38 pm

MOORE JUDGING CO.