

2800

2232-f

14/04/14

7009/2014



Approved in  
in Bank Name  
in Bank Name  
in Bank Name  
in Bank Name  
in Bank Name  
in Bank Name  
in Bank Name  
in Bank Name

**STAMP AFFIXED BY**

*10/5/14*

**STAMP SUPERVISOR/ AGENT  
CALCUTTA - COLLECTORATE**

*9.6.14*

This indenture made 12<sup>th</sup> day of May 1914 between One Thousand  
Nine Hundred Ninety-nine **B E T W E E N**

- (1) Sri Sachin Kumar Dutt, son of late Sudhangshu Bhushan Dutt, by faith Hindu, by occupation business, aged about 59 years, residing at 30A Pramanick Ghat Road, Calcutta - 700 036, P.S-Cossipore
- (2) Sri Brojendra Bhushan Dutt son of Late Kanailal Dutt, by faith Hindu, by occupation business, aged about 76 years residing at 12A Shyama Charan Maitra Lane, Calcutta - 700 036
- (3) Sri Dwipendra Bhushan Dutt son of Late Kanailal Dutt, by faith Hindu, by occupation business, aged about 65 years, residing at 128 Shyama Charan Maitra Lane, Calcutta - 700 036
- (4) Sri Dwijendra Bhushan Dutt son of Late Kanailal Dutt, by faith Hindu, by occupation business, aged about 71 years residing at 38/1M Pramanick Ghat Road, Calcutta - 700 036
- (5) Sri Somen Kumar Dutta, son of Late Moni Bhushan Dutt by faith Hindu, by occupation business, aged about 59 years residing at 117 Pramanick Ghat Road, Calcutta - 700 036

6. Sri Sandip.....

*Handwritten signatures and notes at the bottom of the page, including '6.6.14' and '10/5/14'.*

NOTICE TO REGISTERED MEMBERS  
OF THE  
BAR AT CALCUTTA

*Ady*  
National Registrar of Advocates  
Calcutta 12/5/89

✓ Sachin M. Datta

✓ Sachin M. Datta

✓ Minati Datta

✓ Pranjal Bhattacharya

✓ Subendu Chatterjee

✓ Zoya Khan Durrani

✓ Suman Kumar Datta  
for self and as consultant attorney  
of Sandeep Kumar Datta

✓ Bhawan K. Datta

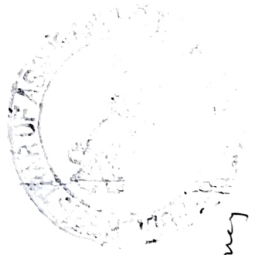
✓ Sudipto Ghosh

✓ Srijal Datta

✓ Soumitra Datta

✓ Identified by me

✓ Subrata Pal  
Advocate



*Ady*

*Ady*  
National Registrar of Advocates  
Calcutta 12/5/89

- (6) Sri Sandip Kumar Dutta, son of Late Moni Bhusan Dutt by faith Hindu, by occupation service, aged about 38 years residing at 117 Pramanick Ghat Road, Calcutta - 700 036.
- (7) Smt. Mira Dutta, wife of Late Durga Bhusan Dutta by faith Hindu, by occupation housewife, aged about 68 years, residing at Nos.43 and 45, now 43/2 and 45/2 Pramanick Ghat Road, Calcutta - 700 036.
- (8) Sri Samar Kumar Dutta, son of Late Durga Bhusan Dutta by faith Hindu, by occupation business, aged about 46 years, residing at Nos.43 & 45, now 43/2 & 45/2 Pramanick Ghat Road, Calcutta-700 036.
- (9) Sri Sakti Kumar Dutta, son of Late Durga Bhusan Dutta by faith Hindu, by occupation business, aged about 43 years, residing at Nos.43 & 45, now 43/2 & 45/2 Pramanick Ghat Road, Calcutta-700 036.
- (10) Sri Sajal Dutta, son of Late Durga Bhusan Dutta by faith Hindu, by occupation business, aged about 40 years, residing at Nos.43 and 45, now 43/2 and 45/2 Pramanick Ghat Road, Calcutta - 700 036.
- (11) Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta by faith Hindu, by occupation business, aged about 35 years, residing at Nos.43 and 45, now 43/2 & 45/2 Pramanick Ghat Road, Calcutta - 700 036.
- (12) Sri Sachi Pati Dutt son of Late Fani Bhusan Dutt, by faith Hindu, by occupation business, aged about 73 years, residing at 30C Pramanick Ghat Road, Calcutta - 700 036.
- (13) Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt by faith Hindu, by occupation business, aged about 57 years residing at 8/1 Atul Krishna Bose Lane, Calcutta - 700 036.
- (14) Sri Ramapati Dutt son of Late Fani Bhusan Dutt by faith Hindu, by occupation retired, aged about 63 years, residing at 30C Pramanick Ghat Road, Calcutta - 700 036.
- (15) Smt. Minati Dutt, wife of Late Umapati Dutt by faith Hindu, by occupation Housewife, aged about 54 years residing at 8 Atul Krishna Bose Lane, Calcutta - 700 036.
- (16) Smt. Ananya Datta daughter of Late Umapati Dutt, by faith Hindu, by occupation Housewife, aged about 28 years, residing at 15 Ram Kamal Street, Calcutta - 700 026  
AND  
17. Smt. Angana.....

Sachi Pati Datta.

Kandupati Datta.

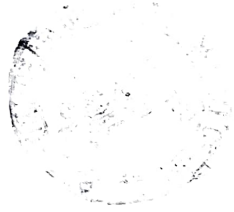
S. S. Datta.

Ananya Datta.

Arjuna Datta.

Niva Datta.

Contributed by me  
Subrata Das.  
Advocate.



Additional Registrar of Assurances  
Calcutta 12/5/99



**Government Of West Bengal**  
Office Of the A.R.A. - II KOLKATA  
District: Kolkata

**Endorsement For Deed Number : I - 07009 of 2014**  
**(Serial No. 02232 of 1999)**

**On 12/05/1999**

**Payment of Fees:**

( Under Article (Act) - 4664/- (E - 7/- on 12/05/1999 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-51,44,500/-

Certified that the required stamp duty of this document is Rs.- 360125 /- and the Stamp duty paid as Adhesive Rs.- 29800/-

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 11.22 hrs on :12/05/1999, at the Office of the A.R.A. - II KOLKATA by Sri Sachin Kumar Dutt, one of the Executants.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 12/05/1999 by

1. Sri Sachin Kumar Dutt, son of Late Sudhangshu Bhusan Dutt, 30 A, Pramanick Ghat Road, Kol Thana.-Cossipur, District-North 24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste Hindu By Profession : Business
2. Sri Brojendra Bhusan Dutt, son of Late Kanailal Dutt, 12 A, Shyama Charan Maitra Lane, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
3. Sri Dwipendra Bhusan Dutt, son of Late Kanailal Dutt, 12 B, Shyama Charan Maitra Lane, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
4. Sri Dwijendra Bhusan Dutt, son of Late Kanailal Dutt, 38/1 M, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
5. Sri Somen Kumar Datta, son of Late Moni Bhusan Dutt, 117, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
6. Smt Mira Dutta, wife of Late Durga Bhusan Dutta, 43/2 And 45/2, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : House wife
7. Sri Samar Kumar Dutta, son of Late Durga Bhusan Dutta, 43/2 And 45/2, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
8. Sri Sakti Kumar Dutta, son of Late Durga Bhusan Dutta, 43/2 And 45/2, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
9. Sri Sajal Dutta, son of Late Durga Bhusan Dutta, 43/2 And 45/2, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
10. Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta, 43/2 And 45/2, Pramanick Ghat Road, Kol District-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business



9 JUN 2014  
(Dulal Chandra Das)  
ADDL. REGISTRAR OF ASSURANCES

received by the Commissioner P.D. in Rs 78,82,000/- and assessment of mv.





**Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District:-Kolkata**

**Endorsement For Deed Number : I - 07009 of 2014  
(Serial No. 02232 of 1999)**

11. Sri Sachr Pati Dutt, son of Late Fani Bhusan Dutt , 30 C, Pramanick Ghat Road, Kol, District -Kolkata, WEST BENGAL , India, Pin :-700036, By Caste Hindu, By Profession : Business
  12. Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt , 8/1, Atul Krishna Bose Lane, Kol, District -Kolkata, WEST BENGAL , India, Pin :-700036, By Caste Hindu, By Profession : Business
  13. Sri Ramapati Dutt, son of Late Fani Bhusan Dutt , 30 C, Pramanick Ghat Road, Kol, District -Kolkata, WEST BENGAL , India, Pin :-700036, By Caste Hindu, By Profession : Retired Person
  14. Smt Minati Dutt, wife of Late Umapati Dutt , 8, Atul Krishna Bose Lane, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : House wife
  15. Smt Ananya Datta, daughter of Late Umapati Dutt , 15, Ram Kamal Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : House wife
  16. Smt Angana Datta, daughter of Late Umapati Dutt , Atul Krishna Bose Lane, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : House wife
- Identified By Subrata Basu, son of - , 7, Old Post Office Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

**Executed by Attorney**

Execution by

1. Sri Somen Kumar Dutta, son of Late Moni Bhusan Dutt , 117, Pramanick Ghat Road, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700036 By Caste Hindu By Profession: Business, as the constituted attorney of Sri Sandip Kumar Dutta is admitted by him.
- Identified By Subrata Basu, son of - , 7, Old Post Office Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(.....)  
ADDL. REGISTRAR OF ASSURANCES-II

**On 09/06/2014**

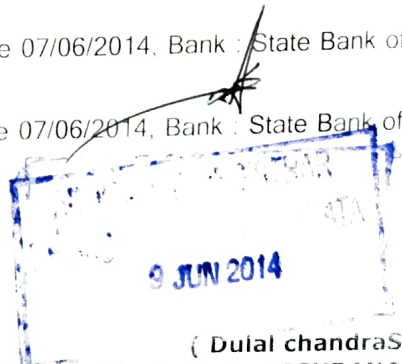
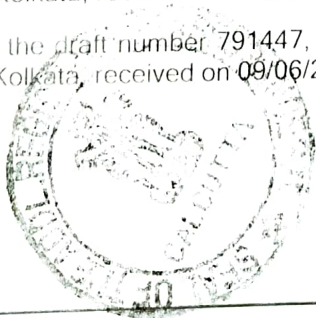
**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number : 23, 5 of Indian Stamp Act 1899.

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 31370/- is paid , by the draft number 791528, Draft Date 07/06/2014, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 09/06/2014
2. Rs. 49830/- is paid , by the draft number 791447, Draft Date 07/06/2014, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 09/06/2014



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

  
**Government Of West Bengal**  
**Office Of the A.R.A. - II KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number . I - 07009 of 2014**  
**(Serial No. 02232 of 1999)**

3. Rs. 49830/- is paid by the draft number 791525, Draft Date 07/06/2014, Bank : State Bank of India Specialised Insti B K G Kolkata, received on 09/06/2014
4. Rs. 49830/- is paid by the draft number 791518, Draft Date 07/06/2014, Bank : State Bank of India Specialised Insti B K G Kolkata, received on 09/06/2014
5. Rs. 49830/- is paid by the draft number 791519, Draft Date 07/06/2014, Bank : State Bank of India Specialised Insti B K G Kolkata, received on 09/06/2014
6. Rs. 49830/- is paid by the draft number 791527, Draft Date 07/06/2014, Bank : State Bank of India Specialised Insti B K G Kolkata, received on 09/06/2014
7. Rs. 49830/- is paid by the draft number 791526, Draft Date 07/06/2014, Bank : State Bank of India Specialised Insti B K G Kolkata, received on 09/06/2014

**Payment of Fees:**

Amount By Cash

Rs. 51920.00/- on 09/06/2014

( Under Article - A(1) = 51920.- on 09/06/2014 )

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-I

In compliance to the order dt. 17-2-2003 of Mr. Justice Amitabha Saha of Hon'ble Calcutta High Court in W.P. No. 15595(W) of 2002 - Navraj Paddhi - vs. State of W.B. & Ors. and also in pursuance of order dt. 12-3-2002 of Divisional Commissioner, Presidency Division in Appeal Case No. 107 of 2002, the market value is assessed as follows:-

records of  
 Ampus 20 bighas per Cottah, it becomes Rs. 10,00,000/- per Cottah  
 Thus, market value of  $\frac{1}{2}$  share of 9 Cottah  
 2 Ch. land (6570 Sft.) becomes Rs. 45,62,500/-  
 Plus

50% depreciation in the m.v. of structure, hence, from Rs. 200/- per Sft., it becomes Rs. 100/- per Sft.  
 Thus, market value of  $\frac{1}{2}$  share of 11640 Sft. becomes Rs. 5,82,000/-.

Thus, the total assessed market value is  
 Rs. 51,44,500/-.

The set forth value is Rs. 4,25,000/-

Witness  
 D. A. Kolkata

15-7-2003

\*

(Order received on this date)

As per judgement of dated 17-2-2003 of Hon'ble Justice Amitabha Saha of Cal. H.C.,  
 2722 FR at 87 assessment of the R.A. dt. 15-7-2003, 50% waiver allowed in view of the  
 Lx G.O. 3482 dt. 11-12-2002, ~~Considering order~~ <sup>Considering order</sup> of the Commissioner, Presidency Division  
 dated 12-3-2002, for which the Hon'ble Court passed order [W.P. 15595(W) of 2002],  
 M.V. assessed by the Commissioner P.D. is Rs. 78,82,000/- and \*assessment of m.v.  
 dated 15-7-2003 kept in abeyance on the basis of clarification of order of The Hon'ble H.C. asked above.

Received at  
 28/7/05





As per reference P2231/79 - Market value  
of land in a contiguous premises is assessed  
at Rs 20 lakhs per catta on the same road  
The present premises having alike locational  
advantage and on the same road Market value  
is assessed at Rs 20 lakhs per catta.

Valuation of 9 catta 2 chaw R 1,82,50,000  
ie 6590 sq ft low

Less Depreciate Tenant 157 R 27,37,500  
(17, 18 Dec)

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R 1,55,12,500

Valuation of 11640 sq ft  
for stand & partly three  
storey building more than 100  
sq ft old Tenant present  
and furnished @ Rs 200 per  
sq ft

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R 23,28,000

Total R 1,78,40,500

Valuation of 1/2 share R 89,20,250/-

Valuation set forth R 1,25,000

In compliance to the order dt. 17-2-2003 of Mr. Justice Anil Kumar Sahai of Hon'ble  
High Court, Lucknow and in pursuance of order of Commission, Prudential Division dt. 17-2-2003  
in case no. —

(Pl. see the duplicate copy of the speaking order).



(17) Smt Angana Datta daughter of Late Umapati Dutt Dutt, by faith Hindu, by occupation housewife, aged about 26 years residing at Atul Krishna Bose Lane, Calcutta - 700 036

all collectively hereinafter referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the ONE PART :

A N D

M/s Nirvana Tours of 7D Swinhoe Street, Calcutta -700 019, proprietorship concern, represented by Sri Neeraj Padhi of 6/5A Anil Moitro Road, Calcutta-700 019

hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the OTHER PART :

WHEREAS by a Conveyance bearing date the 08th September 1924 and made between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt. Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Cassim Ariff therein called as the Purchaser of the Other part and registered by the Registrar of Assurances of Calcutta in Book No. I Volume No. 104 pages 215 to 220 being no. 3963 for 1924 the messuage parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

AND WHEREAS the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

AND WHEREAS in or about July 1936 the said Premises Nos. 18A, 18B and 18C Free School Street was numbered as 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street.

and whereas.....



(17) Smt Angana Datta daughter of Late Umapati Dutt Dutt, by faith Hindu, by occupation housewife, aged about 26 years residing at Atul Krishna Bose Lane, Calcutta - 700 036

all collectively hereinafter referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the ONE PART :

A N D

M/s Nirvana Tours of 7D Swinhoe Street, Calcutta -700 019, proprietorship concern, represented by Sri Neeraj Padhi of 6/5A Anil Moitro Road, Calcutta-700 019

hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the OTHER PART :

WHEREAS by a Conveyance bearing date the 08th September 1924 and made between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt. Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Cassim Ariff therein called as the Purchaser of the Other part and registered by the Registrar of Assurances of Calcutta in Book No. I Volume No. 104 pages 215 to 220 being no. 3963 for 1924 the messuage parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

AND WHEREAS the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

AND WHEREAS in or about July 1936 the said Premises Nos. 18A, 18B and 18C Free School Street was numbered as 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street.

and whereas.....

AND WHEREAS the said Golam Hossain Cassim Ariff who was in his lifetime and at the time of his death a Mohamedan governed by the Hanafi School of Mohamedan Law died on or about 1st January 1937 leaving various properties amongst others the said premises No.2A, 2B and 2C Free School Street (Mirza Ghalib Street) and also leaving a Will dated 10th June 1933 where he appointed his wife the said Aisha Ariff and his two sons the said Ibrahim Golam Hossain Ariff and Ismail Golam Hossain Ariff the executrix and executors and trustees.

AND WHEREAS by the said Will after providing for payment of his funeral and testamentary expenses and debts, the said Golam Hossain Cassim Ariff directed his executors and executrix and trustees to make over his properties to his heirs according to the Hanafi School of Mahomedan Law.

AND WHEREAS the Probate of the said Will was granted to the said executors and executrix by the High Court of Judicature at Fort William in Bengal on the 3rd August 1939

AND WHEREAS the said Golam Hossain Cassim Ariff left a son the said Ibrahim Golam Hossain Ariff by his predeceased first wife Kari-munnessa Begum and three other sons namely Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff by his second wife the said Aisha Ariff and also his sole widow the said Aisha Ariff as his only heirs and heiress and legal representatives at the time of his death under the Hanafi School of Mahomedan Law.

AND WHEREAS by a mortgage bearing date the 26th March 1938 and

made.....

made between the said Ibrahim Golam Hossain Ariff in his personal capacity and the said Mortgage registered at Calcutta in Book I Volume 29 pages 234 to 241 being no.1221 for 1938 the said Ibrahim Golam Hossain Ariff in consideration of Rs.20,000/- (Rs. twenty thousand) paid to him by the mortgage and granted among other properties his undivided share in the said messuage parcel of land hereditaments and premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street to the mortgage subject to a provision therein contained for redemption of the said premises on payment of the said sum with interest thereon at the rate of 12 percent per annum and other monies therein mentioned.

AND WHEREAS the said Ibrahim Golam Hossain Ariff died on the 26th October 1940 leaving his sole widow the said Dorothy Jane Ariff and two daughters the said Amina Ariff now Amina Hussain and Jamilla Ariff by his predeceased former wife Sultana Begum and his brothers the said Ismail Gholam Hussain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff as his only heirs and heiresses and legal representatives under the Hanafi School of Mahomedan Law by which he was governed.

AND WHEREAS it is alleged that the said Ibrahim Golam Hossain Ariff purported to leave a Will which has not been proved and the validity whereof is not admitted.

AND WHEREAS on the 12th February 1941 the said Dorothy Jane Ariff filed a suit in the Calcutta High Court being Suit No.213 of 1941 against the said Aisha Ariff and the other parties of the 1st and 2nd parts.....

parts for administration of the estate of the said Golam Hossain Cassim Ariff deceased and if necessary of the estate of Ibrahim Golam Hossain Ariff deceased, for discovery, accounts, directions, for administrations of the said estates, for Receiver, Injunction, Costs and other reliefs.

AND WHEREAS by a decree made in the said suit on the 2nd December 1941, it was inter alia declared that (1) the said Aisha Ariff was entitled to  $1/22$ th share in the estate of the said Golam Hossain Cassim Ariff deceased (2) that the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff were each entitled to  $7/32$ th share therein and (3) that the estate of Ibrahim Golam Hossain Ariff was entitled to the remaining  $7/32$ th share therein.

AND WHEREAS by the said decree it was inter alia further declared that the said Dorothy Jane Ariff was entitled to  $9/72$ th share and the said Amina Ariff and Jamilla Ariff to  $24/72$ th share each and the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff to  $5/72$ th share each in the estate of the said Ibrahim Golam Hossain Ariff deceased.

AND WHEREAS by the said decree the said Stanley Kissen Sawday was inter alia appointed the Receiver of the estate of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and of the rents, issues and profits thereof with all the powers provided in the Civil Procedure Code 1908.

and whereas.....



AND WHEREAS by an order bearing date the 27th April 1942 made in the said Suit No.213 of 1941 the said Stanley Kissen Sawday as such Receiver was given liberty to sell the said premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street for Rs.1,55,000/- (Rupees One Lac Fifty Five Thousand) only and the said Receiver was directed to furnish security for a sum of Rs.1,50,000/- (Rs.One Lac Fifty Thousand) only before any part of the sale proceeds was received by him as such Receiver as aforesaid.

AND WHEREAS pursuant to liberty given to him the said Receiver Stanley Kissen Sawday contracted and agreed with the Purchasers for absolute sale to them of the said messuage parcel of land hereditaments and premises Nos. 2A, 2B and 2C Free School Street (now known as Mirza Ghalib Street) Calcutta free from all encumbrances at or for the said sum of Rs.1,55,000/- (Rupees One Lakh Fifty Five Thousand) only and on the 8th day of July 1942 received from the Purchasers the sum of Rs.15,500/- (Rs.Fifteen Thousand Five Hundred) only as and by way of earnest and in part payment of the said purchase money.

AND WHEREAS the said receiver Stanley Kissen Sawday has duly executed the security bond and has furnished security for Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only in terms of the said order of 27th April 1942.

AND WHEREAS subject to due administration of the estates of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased the parties of the first part are the absolute and sole beneficial owners of and otherwise well and sufficiently entitled to the said.....

the said message parcel of land hereditaments and premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street in the town of Calcutta particularly described in the Schedule hereunder written and intended to be hereby granted conveyed and transferred for an absolute and indefeasible estate of inheritance in fee simple in possession of an estate equivalent thereto free from all encumbrances.

AND WHEREAS Aisha Ariff and others are the only persons who are entitled to any share in the estate of Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and Ibrahim Golam Hossain Ariff deceased and there is no other person who is so entitled.

AND WHEREAS by an order bearing the date 12th day of January 1943 made in the said Suit No.213 of 1941 on the application of the said Receiver and on notice to all parties to the said suit and the said mortgage and it was inter alia ordered that the parties of the first and second part do execute and register a Conveyance along with the said Receiver upon being asked by him and that in the event of the said Aisha Ariff and others and Aisha Ariff and ismail Golam Hossain Ariff or any of them failing or neglecting or refusing to do so the said Receiver be at liberty to execute and register the Conveyance on behalf of the part including the minors refusing or neglecting to sign or register the same.

AND WHEREAS by the said order it was inter alia further ordered that the said Mortgage and do join in this Conveyance and Convey his right title and interest in the said messages parcel of land hereditaments.....

taments and premises to the Purchaser and in the event of his refusing or neglecting to do so the said Receiver be at liberty to execute and register the said Conveyance on his behalf. In pursuance of the said orders dated 27th April 1942 and 12th January 1943 and the said Agreement and in consideration of the premises the Vendors namely (1) AISHA ARIFF (2) ISMAIL GOLAM HOSSAIN ARIFF and AZAM GOLAM HOSSAIN ARIFF (3) DOROTHY JANE ARIFF (4) AMINIA ARIFF and (5) STANLEY KISSEN SAWDAY - Receiver appointed in Suit No.213 of 1941 - Second AND HAZI ANISUR RAHMAN sold the above mentioned properties Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. Taltala Calcutta - 87 to SRI INDU BHUSAN DUTTA, SAILA BHUSAN DUTTA, SUDHANGSHU BHUSAN DUTTA, DURGA BHUSAN DUTTA, all sons of Narayan Chandra Dutta and Fani Bhusan Dutt, Moni Bhusan Dutt, Brojendra Bhusan Dutt, Dwijendra Bhusan Dutt and Dwipendra Bhusan Dutt all sons of Kanai Lal Dutta on 17th March 1943 which was duly registered at Sub-Registrar of Assurances, Calcutta and duly entered in Book No.I, Volume No.25, pages 189 to 203, Being No.661 for the year 1943 for the total consideration written in the above Indenture free from all encumbrances

AND WHEREAS the said Fani Bhusan, Moni Bhusan, Brojendra Bhusan, Dwijendra Bhusan, Dwipendra Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan and Indu Bhusan Dutta mutated their respective names in the Calcutta Municipal Corporation after purchasing the said property and thus became the absolute owners seized and possessed of and sufficiently entitled to ALL THAT the said Premises Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. Taltalla, Calcutta -87 more fully described in the Schedule hereinafter written.

and whereas.....

AND WHEREAS Fani Bhusan, Moni Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan & Indu Bhusan all deceased, their legal heirs namely :-

- (1) Sri Sachin Kumar Dutt, son of late Sudhangshu Bhusan Dutt
- (2) Sri Somen Kumar Dutta, son of Late Moni Bhusan Dutt
- (3) Sri Sandip Kumar Dutta, son of Late Moni Bhusan Dutt
- (4) Smt. Mira Dutta, wife of Late Durga Bhusan Dutta
- (5) Sri Samar Kumar Dutta, son of Late Durga Bhusan Dutta
- (6) Sri Sakti Kumar Dutta, son of Late Durga Bhusan Dutta
- (7) Sri Sajal Dutta, son of Late Durga Bhusan Dutta
- (8) Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta
- (9) Sri Sachi Pati Dutt son of Late Fani Bhusan Dutt
- (10) Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt
- (11) Sri Ramapati Dutt son of Late Fani Bhusan Dutt
- (12) Smt Minati Dutt, wife of Late Umapati Dutt
- (13) Smt Ananya Datta daughter of Late Umapati Dutt
- (14) Smt Angana Datta daughter of Late Umapati Dutt Dutt

became the absolute owners of the said property at 2A, 2B and 2C Free School Street now known as 2A, 2B and 2C Mirza Ghalib Street, P.S. Taltolla, Calcutta - 700 087 with existing owners namely :-

Brojendra Bhusan Dutt, Dwipendra Bhusan Dutt and Dwijendra Bhusan Dutt

AND WHEREAS the present owners are having their proportionate share holding in the said property which are as under :-

- (1) Sri Sachin Kumar Dutt, is the owner of 25% share in said property at 2A, 2B, 2C Mirza Ghalib Street, Calcutta - 700 087
- (2) Sri Brojendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B, 2C Mirza Ghalib Street, Calcutta - 700 087
- (3) Sri Dwipendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B, 2C Mirza Ghalib Street, Calcutta - 700 087

4. Sri Dwijendra.....



- (4) Sri Dwijendra Bhusan Dutt, is the owner of 10% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (5) Sri Somen Kumar Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (6) Sri Sandip Kumar Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (7) Smt. Mira Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (8) Sri Samar Kumar Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (9) Sri Sakti Kumar Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (10) Sri Sajal Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (11) Sri Sanjoy Dutta, is the owner of 5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (12) Sri Sachi Pati Dutt, is the owner of 2.5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (13) Sri Kanta Pati Dutt, is the owner of 2.5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (14) Sri Ramapati Dutt, is the owner of 2.5% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (15) Smt Minati Dutt, is the owner of .0833% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (16) Smt Ananya Datta, is the owner of .0833% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087
- (17) Smt Angana Datta, is the owner of .0833% share in said property at 2A,2B,2C Mirza Ghalib Street, Calcutta - 700 087

AND WHEREAS the Vendors thus acquire 100% undivided share amongst themselves of premises no.2A,2B and 2C Mirza Ghalib Street, Calcutta-87 (more fully described in Schedule - A herein after written) and wanted to sell their aforesaid shares to a suitable Purchaser.

and whereas.....

AND WHEREAS the Vendors reiterate that they have got good and marketable title in respect of the property at 2A, 2B & 2C Mirza Ghalib Street, P.S. Taltala, Calcutta which is fully tenanted and has not encumbered the property in any manner whatsoever as on the date of execution of this Deed.

AND WHEREAS the Vendors expressed their desire and willingness to sell and the Purchaser and has offered to purchase their undivided 50% (fifty) percent share in the above mentioned premises Nos. 2C Mirza Ghalib Street, Calcutta (fully tenanted house erected and standing on a piece or parcel of land measuring about 9(nine) Cottahs 2(two) Chittacks) more or less in as is where is basis more fully described in the Schedule below at and for the total consideration of Rs.4,25,000/- (Rupees Four Lakhs Twenty Five Thousand) only.

AND WHEREAS the Purchasers have expressed their desire and willingness to the Vendor and have offered to purchase the Vendor's undivided 50% share in all that Premises Nos.2C Mirza Ghalib Street, P.S. Calcutta - 87 erected and standing on a piece or parcel of land measuring 9 Cottahs 2 Chittacks more fully described in the Schedule - B hereinafter written at and for the total consideration of Rs.4,25,000/- (Rupees Four Lakhs Twenty Five Thousand) only.

NOW THESE PRESENTS WITNESSETH :-

That in pursuance of the said agreement and in consideration of a sum of Rs.4,25,000/- (Rupees Four Lakhs Twenty Five Thousand) only, the receipt whereof vendors do hereby as also by the receipt hereunder written admit and acknowledge and of also from the payment of the same and every.....

and every part thereof, do hereby acquit, release and forever discharge the said purchasers and also the said messuage parcel of land hereditaments and premises, the Vendors do according to their respective rights hereby grant transfer sell convey release and confirm and release unto the said Purchasers on as is where is basis ALL AND SINGULAR all that undivided 50% share in the messuage parcel of land hereditaments and premises nos 20 Free School Street now known as 20 Mirza Ghalib Street in the town of Calcutta fully described in the Schedule - B hereunder written and shown in the plan/map annexed herewith OR HOWSOEVER OTHERWISE the said messuage parcel of land hereditaments and premises now are or it is heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER with all houses, outhouses, huts and buildings of every kind, yards, benefits and advantages of ancient and other lights, ways, paths common or other messuages godowns, drains, water courses and all manner of former and other rights liberties, easements, privileges, profits, appendages and appurtenances whatsoever to the said messuage parcel of land and hereditaments and premises belonging or in any wise appertaining or with the same or any of them or any part thereof now or at any time heretofore held used occupied or enjoyed with their and every of their appurtenances AND the reversion and reversions remainder and remainders, rents, issues and profits of and in the said messuage parcel of land hereditaments and premises and every part and parcel thereof AND all the estate right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of him the said Vendor of  
into.....

into out of and upon the said messuage parcel of land hereditaments and premises and every part thereof AND all deeds pattahs, muniments, writings and other evidences of title which exclusively relate to the said premises or any part of parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the vendor or any person or persons from whom he or any of them can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said messuage parcel of land hereditaments and all and singular other the premises hereby granted transferred sold conveyed released and confirmed or expressed or so to be unto and to the use of the purchasers absolutely and for ever AND the parties hereto of the first part do hereby covenant with the Purchasers that notwithstanding any act deed matter or thing by the said parties hereto of the first part or his ancestors made done or executed or knowingly suffered to the contrary they the parties hereto of the first part together with the parties of the second part now have good right full power and absolute authority to grant, sell, transfer, convey, release and confirm the said messuage parcel of land hereditaments and premises hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid AND that the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage parcel of land hereditaments and premises and each and every part thereof and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by the parties hereto of the first part or any person or persons lawfully or equitably.....



partly three storied brick built messuage tenement fully tenanted, more than hundred years old dilapidated dwelling house (list of tenants is been annexed hereto) together with the piece or parcel of land on part whereof the same is erected and built containing by estimation 18 cottahs 4 chittacks, equivalent to 24000 (twenty four thousand) square feet more or less situate lying at and being premises No.2A,2B and 2C Free School Street in the town of Calcutta now known as 2A, 2B and 2C Mirza Ghalib Street Holding Nos.166 and 167 in Survey Block No.17 in the South Division of the said town and within the ambit of Calcutta Municipal Corporation and paying an annual revenue of Rs.2-9-9 pies to the Collectorate of Calcutta and butted and bounded on the NORTH by Market Street on the EAST by Free School Street (presently known as Mirza Ghalib Street), on the SOUTH and WEST by land belonging to the Municipal Corporation of Calcutta.

SCHEDULE - B  
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All that undivided 50% shares of the vendors in all that partly two and three storied building at premises Nos.2C Mirza Ghalib Street, Calcutta - 700 087 formerly known as 2C,Free School Street, more than hundred years old, and fully tenanted in land measuring 9(nine) Cottahs and 2(two) Chittacks more or less covered area 11640 square feet approximate butted and bounded on the NORTH by premises No.2A & 2B Free School Street (Mirza Ghalib Street), on the SOUTH - by land belonging to the Calcutta Municipal Corporation, on the EAST - by Free School Street (Mirza Ghalib Street) , and on the WEST by premises No.12A Market Street (map annexed)

list of.....

equitably claiming from under or in trust for him or from under or in trust for any of their ancestors AND that free from all encumbrances whatsoever made or suffered by the parties hereto of the First Part or any of their ancestors or any person or persons lawfully or quitably claiming as aforesaid AND FURTHER that they the parties hereto of the First Part and all persons having or lawfully or equitably claiming any estate or inheritance in the said messuage parcel of land hereditaments and premises or any part thereof from under or in trust for them the parties hereto of the First Part or from under or in trust for any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other acts deeds and things for further and more perfectly assuring the said messuage parcel of land hereditaments and premises and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required AND the vendors do hereby covenant with the Purchasers that he has or hath not at any time done or knowingly suffered or been party or privy to any act deed or thing whereby the vendor has been prevented from granting transferring, conveying, releasing and confirming the said messuages parcel of lands hereditaments and premises in manner aforesaid or whereby the same or any part thereof are, is, can or may be encumbered.

SCHEDULES ABOVE REFERRED TO :

Schedule - A

All that undivided share in all that partly two storied and partly.....

LIST OF TENANTS

20, Mirza Ghalib Street

Tenant's Name	Room No.
01. N. Abdur Rahim	01
02. Mohammad Hanif	02
03. Shamsar Ali & Brothers	03
04. Shamsar Ali & Brothers	04
05. Sk Jainal Abedin	05 to 08
06. Tafazzul Hussain	08/A
07. Md. Ishaaque	09
08. Taharat Ali	10
09. Sk. Sadek Ali	11
10. Mansoor Ali	12
11. Md. Zafar Kalim & Nayar Azam	13
12. Md. Islam	14
13. Alauddin Sardar	15
14. Munsir Mohammed Yusuf	16
15. Samiullah	17
16. Aizuddin	18
17. Md. Nasim & Md. Nayeem	19
18. Md. Nasim & Abdul Kalam	20
19. Md. Nasim & Riyaz Ahmed & Abdul Azim	21
20. Mohammed Azim	Roof - 20

IN WITNESS WHEREOF the said Vendors and the Purchasers have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED IN CALCUTTA

in the presence of Witnesses :-

Sundera Bah.  
Advocate Cal  
Horn Corl -



G. VISAY KUMAR  
33/2A Raji Avenue  
Gidderi Rd  
Calcutta-16

Minati Dutt.

Jackie M. Dutt

Sarona Polson Dutt

~~Sachi Dutt~~

Kantapati Datta.

Samay K. Dutt.

Sakshi Dutt

Sanjay Datta

Jamen Kumar Dutt

Dimple De Blusa Dutt.

Pragya Dutt

Srijal Dutt.

Sanjay Datta

Sachi Pati Dutt

Ananya Datta.

Angana Datta

Mica Dutt



Received on the day month and year first above written of and from the within named Purchaser the sum of Rs.4,25,000/- (Rupees Four Lac Twenty Five Thousand) only within mentioned to have been paid by them to me as consideration for this Conveyance as mentioned hereinbelow :-

MEMO OF CONSIDERATION :-

Received the sum of Rs.1,06,250/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085291  
Signature (Sachin Kumar Dutt)

Received the sum of Rs.42,500/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085261  
Signature (Brojendra Bhusan Dutt)

Received the sum of Rs.42,500/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085262  
Signature (Dwijendra Bhusan Dutt)

Received the sum of Rs.42,500/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085267  
Signature (Dwijendra Bhusan Dutt)

Received the sum of Rs.21,250/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085270  
Signature (Somen Kumar Dutta)

Received the sum of Rs.21,250/-  
by ~~Cash~~ / Bank Draft drawn  
on ABN-AMRO Bank  
dated 11/05/99 bearing No. 085271  
Signature (Sandip Kumar Dutta)  
constituent Attorney of Sandip Kumar Dutta

Received the sum of Rs.21,250/-  
by ~~Cash~~ / Bank Draft drawn  
on  
dated bearing No. Signature (Mira Dutta)

received.....

Received the sum of Rs. 21,250/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085272

Samar K. Dutta  
Signature (Samar Kumar Dutta)

Received the sum of Rs. 21,250/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085273

Sakti Dutta  
Signature (Sakti Kumar Dutta)

Received the sum of Rs. 21,250/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085274

Sajal Dutta  
Signature (Sajal Dutta)

Received the sum of Rs. 21,250/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085275

Sanjoy Dutta  
Signature (Sanjoy Dutta)

Received the sum of Rs. 10,625/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085268

Sachi Pati Dutt  
Signature (Sachi Pati Dutt)

Received the sum of Rs. 10,625/= by Cash / Bank Draft drawn on ABN-AMRO BANK dated 11/05/99 bearing No. 085265

Kanta Pati Dutt  
Signature (Kanta Pati Dutt)

Received the sum of Rs. 10,625/= by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085266

Ramapati Dutt  
Signature (Ramapati Dutt)

Received the sum of Rs. 3,541/50P by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085294

Minati Dutt  
Signature (Minati Dutt)

Received the sum of Rs. 3,541/75P by Cash / Bank Draft drawn on ABN-AMRO Bank dated 11/05/99 bearing No. 085264

Ananya Datta  
Signature (Ananya Datta)

received.....

Received the sum of Rs. 3,541/75p  
by ~~Cash~~ / Bank Draft drawn Angana Datta  
on ABN-AMRO Bank  
dated 11/05/99 bearing No 085265 Signature (Angana Datta)

Witnesses :-

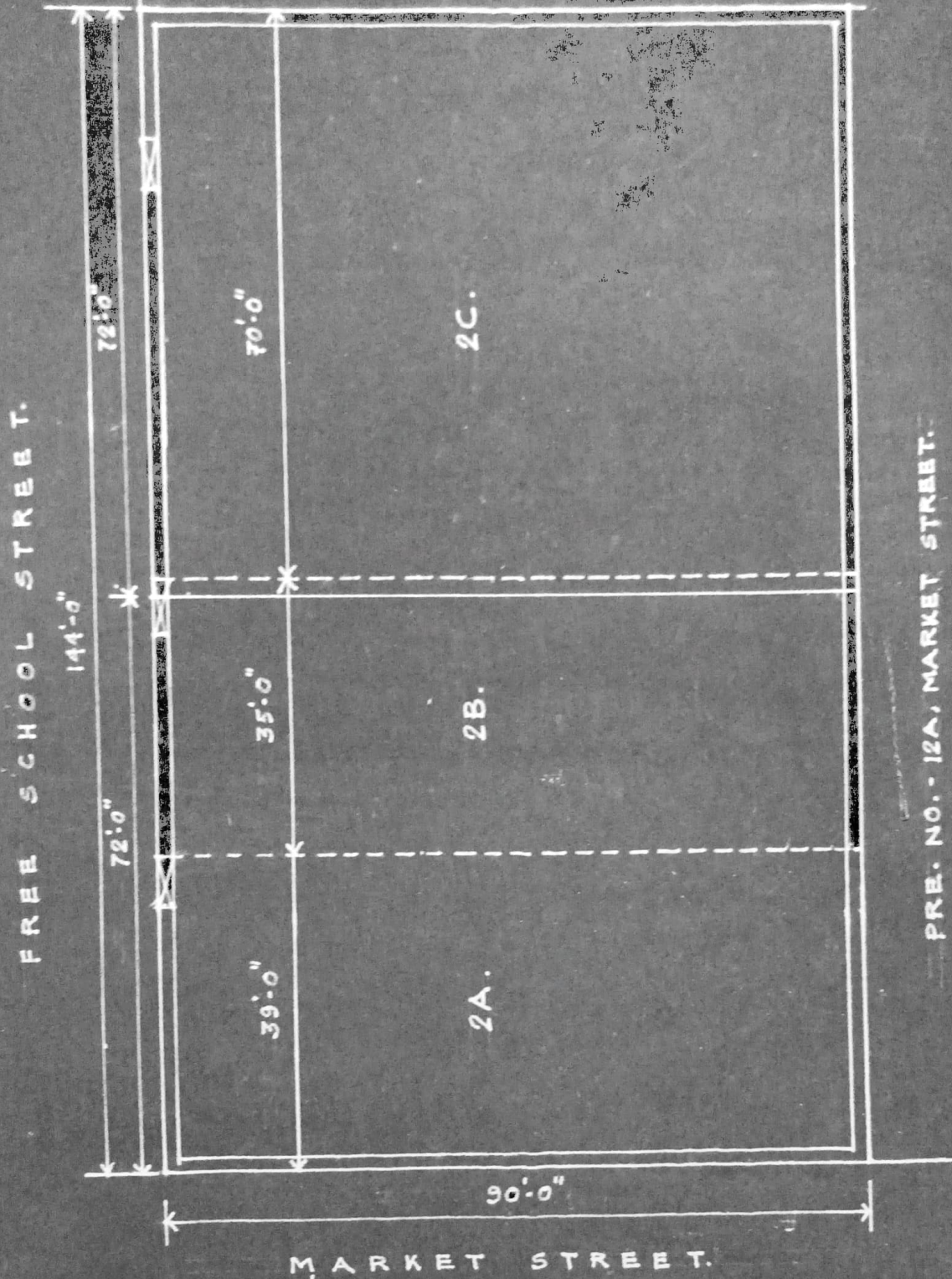
1. Subbala Rao. 2.  
Advocate Cal High Court.

2. [Signature]  
G. VIJAY KUMAR



LAND AREA - 18K. (MORE OR LESS).

C.M.C. LAND.



LAND PLAN AT PRE. NOS. 2A, 2B  
E 2C, FREE SCHOOL STREET.  
CALCUTTA.



SCALE :-  
16'-0" = 1"



For the year 1998-99  
No. \_\_\_\_\_  
Date \_\_\_\_\_  
Page No. \_\_\_\_\_  
For the year 1998-99

DATED THIS 12<sup>th</sup> DAY OF May 1999

Between

SRI SACHIN KUMAR DUTT.....Vendors  
SRI SOMEN KUMAR DUTTA and OTHERS

And

M/s.NIRVANA TOURS.....Purchaser

~~Additional Registrar of Assurances~~  
Calcutta

DEED OF CONVEYANCE



Subrata Basu  
Advocate  
7, Old Post Office Street  
Calcutta - 700 001

~~Additional Registrar of Assurances~~  
Calcutta

21/10/98