

Admissible under Sec. 11 of the Stamp Act 1899 as amended by Act III of 1922 and section 93 (1) of the Calcutta Improvement Act 1911 Schedule 23

Stamp duty paid under the Indian Stamp Act 1899 as amended in 1922 Rs. 1650/-

Calcutta Improvement Act 1911 Rs. 4000/- P

Total Rs. 11900/-

H-7689-00
H-23-00
H(w) 4-00

STAMP AFFIXED BY

STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

7721
~~10000~~
~~10000~~

Signature

THIS INDENTURE made this the 8th day of June

One thousand nine hundred ninety BETWEEN SRI JYOTIRMOY DUTTA son of Late Bichitra Kumar Dutta by faith Hindu by occupation a retired service holder now residing at No.22, Russa Road East 2nd Lane, Calcutta 700 033 hereinafter called the "VENDOR" (which term or expression unless excluded by or repugnant to its context shall mean and include his heirs executors administrators legal representatives and assigns) of the ONE PART ;

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A N D

M/S CALCUTTA MALAYALEE SAMAJAM, a Socio-Cultural and Charitable Organisation registered under the Societies Registration Act 1860 (Act XXI of 1860) bearing its Registration No. 22.272 of 1955-1956 and having its ¹² sole office at 195/3B, Rash Behari Avenue, Calcutta 700 019 represented by its President now Mr. R.S.K. Menon residing at 11, Balu Hakkak Lane, Park Circus, Calcutta 700 017 and or its General Secretary now Mr. K. Bhaskaran residing at 188/101, Prince Anwar Shah Road, Calcutta 700 045 hereinafter called the "PURCHASER" (which term or expression unless excluded by or repugnant to its context shall mean and include its successors-in-office legal representatives and assigns) of the OTHER PART.

WHEREAS one Satish Chandra Sen Gupta of Premises No.90, Manicktola Main Road, Calcutta 700 054 was formerly the owner and occupier of the Premises No. 22, Russa Road East 2nd Lane (formerly known as the Premises No.116, Russa Road South) Calcutta 700 033 and he sold out the said property to one Sarala Bala Mundle, widow of Late Satya Pronoy Mundle of 18 Elgin Road, Calcutta 700 020 by a deed of conveyance executed on 5.9.1930 and registered in the office of the Sub-Registrar at Alipore in the Book No.I, Volume No.95, Pages 29 to 32, Bearing No.3518 for the Year 1930;

AND WHEREAS after purchasing the said Premises No.22 Russa Road East 2nd Lane (formerly known as No.116

Russa Road South) Calcutta 700 033 said Sarala Bala Mundle made substantial improvement of the said premises by erecting a two storied building thereon;

AND WHEREAS said Sarala Bala Mundle died leaving behind a WILL executed on 15.4.1955 by which she bequeathed the said Premises No.22 Russa Road East 2nd Lane (formerly No.116 Russa Road South) to her two daughters (1) Miss Matilda Prem Kusum Mundle and (2) Miss Angelina Usha Kusum Mundle with the condition that the said beneficieries should not sell the property till both of them were living and on the death of one of them the survivor would dispose of the property at her sweet will and the testatrix appointed said Miss Matilda Prem Kusum Mundle as the Executor of her said Will;

AND WHEREAS upon the death of said Sarala Bala Mundle the Executor of her said Will Miss Matilda Prem Kusum Mundle obtained Probate of the said Will in the Court of the District Delegate, Alipore on 10.9.1960 under Act XXXIX Case No.14 of 1960;

AND WHEREAS UPON THE DEATH OF SAID Matilda Prem Kusum Mundle on 8.9.1980 the surviving beneficiary Miss. Angelina Usha Kusum Mundle acquired the absolute right to dispose of the sixteen annas share of the said Premises No.22 Russa Road East 2nd Lane (formerly 116 Russa Road South) Calcutta 700 033 by virtue of the provisions of the said Will executed by said Sarala Bala Mundle;

AND WHEREAS said Miss Angeline Usha Kusum Mundle by an Indenture executed on 20.12.1982 and registered in

the office of the Sub-Registrar at Alipore in Book No.1 Volume No.152 Pages 98 to 111 Being No.6179 for the Year 1982 conveyed transferred granted assigned and assured messuage hereditament tenement premises and land containing by estimation 4 (four) Cottahs 2 (two) Chittaks only with a two storeyed building thereon known numbered distinguished as the Premises No.22 Russa Road East 2nd Lane (formerly No.116 Russa Road South) Calcutta 700 033 free from all encumbrances to and unto the use of the Vendor Sri Jyotirmoy Dutta;

AND WHEREAS the Vendor is thus absolutely seized and possessed of the said Premises No.22 Russa Road East 2nd Lane (formerly No.116 Russa Road South) Calcutta 700000 comprising 4 (four) Cottahs 2 (two) Chittaks only be it little more or less with a two storeyed building thereon and messuage hereditament tenement and premises more fully described and mentioned in the Schedule A hereto free from all encumbrances charges liens lispendents attachments trusts whatsoever and howsoever;

AND WHEREAS being attracted by the offer of the Vendor to sell the property described in the Schedule A hereto free from all encumbrances at a reasonable price the Purchaser has offered to the Vendor a sum of Rs.7,00,000/- (Rupees Seven lakhs only) as the price of the said property and the Vendor having considered the offer to be fair and reasonable as well as the highest according to the prevailing market rate in the locality has accepted the offer and the Vendor and the Purchaser have come to an agreement that the Vendor shall sell and the Purchaser shall purchase the said property described

in the Schedule A hereto at the price of Rs. 7,00,000/-
(Rupees seven lakhs only);

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.7,00,000/- (Rupees seven lakhs only) paid by the purchaser to the Vendor simultaneously with the execution of these presents the receipt whereof the Vendor doth hereby acknowledge as well as by receipt as per Memo hereunder written and of and from the same release and discharge the Purchaser and the said property and the said Vendor Sri Jyotirmoy Dutta as the absolute owner and possessor of the said property do hereby grant convey sell transfer assign and assure free from all encumbrances unto and to the use of the said Purchaser M/S. CALCUTTA MALAYALEE SAMAJAM ALL THAT the dwelling house with compound courtyard appurtenances fittings fixtures belongings hereto commonly called or known named distinguished as the Premises No.22 Russa Road East 2nd Lane (formerly No.116 Russa Road South) Calcutta 700 033 within the limits of the Calcutta Municipal Corporation area more particularly described and mentioned in the Schedule A hereunder written or howsoever otherwise the said property now is/are or heretofore was/were situated butted and bounded called known named numbered described or distinguished by ~~the~~ measurement @ (four) Cottahs and 2 (Two) Chittaks only be the same a little more or less TOGETHER WITH all belongings erections fittings fixtures courtyards and benefits and advantages of ways waters lights liberties privileges easements and appurtenances whatsoever to the said dwelling house and premises belonging to or anyway appertaining to or usually

held occupied therewith or any part thereof occupied or enjoyed or appertain thereto and rents issues and profits thereto AND ALL the estate right title interest claim and demand whatsoever both at law and in equity of the Vendor into upon the said property or every part thereof TOGETHER WITH all deeds documents muniments writings and evidences title which anyway relate to the said property and which now are or hereafter shall or may be in the custody power or possession of the Vendor TO HAVE AND TO HOLD the said property hereby granted conveyed transferred assigned assured or expressed and intended to be so with their rights privileges and appurtenances unto and to the use of the Purchaser for ever absolutely and the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing the Vendor has done or executed or knowingly suffered to the contrary he the Vendor now hath good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said property and enjoy the said property and receive rents issues and profits without lawful eviction interruption claim or demand whatsoever of any other person lawfully claiming under or in trust for him AND that free and clear and freely and clearly exonerated and released and well and freely sufficiently indemnified from any manner of claims charges and circumstances whatsoever and suffered by the Vendor AND the Vendor declares that he did not sell or otherwise transfer the property to anybody else or he did not make any agreement with anybody else for such purpose AND the property does not belong to any religious estate or any trust AND the property or any part thereof has neither been requisitioned or acquisitioned by Government nor any notice for such purpose has been

issued AND the property is free from any lispence or attachment in any law suit and/or certificate proceeding AND the property has not been under any pledge in any court of law or anywhere else. AND the Vendor shall from time to time and at all times hereinafter at the request of the Purchaser do and execute or cause to be done and executed all deeds and documents whatsoever for furthermore perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

The title deed documents and other papers the Vendor hands over to the Purchaser are listed in the Schedule B hereto.

SCHEDULE A REFERRED TO ABOVE

(Description of the property sold by this deed)

ALL THAT a dwelling house having two storeyed brick built building messuage tenement hereditament and premises together with land containing in it measuring 4 (four) Cottahs and 2 (two) Chittaks only be the same a little more or less situate lying at and known named numbered and distinguished as the Premises No.22 Russa Road East 2nd Lane (formerly No. 116 Russa Road South) Calcutta 700 033, P.S. Tollygunge, Sub-Registry office Alipore District South 24 Parganas within the limits of the Calcutta Municipal Corporation area with all easements and free from all encumbrances charges liens lispences and trust butted and bounded :

On the North - By the Premises No.22A Russa Road East 2nd Lane;
On the South - By Russa Road East 2nd Lane;
On the East - By Russa Road East 2nd Lane; and
On the West - By Premises No.P-38/1B, Deshapran Shasmal Road or howsoever otherwise known numbered or distinguished.

SCHEDULE B REFERRED TO ABOVE

(List of documents handed over to Purchaser)

1. The original Indenture Deed No.I/6179 of 1982 of the Sub-Registry office at Alipore;
2. Probate of the Will of Sarala Bala Mundle granted by the District Delegate of 24 Parganas at Alipore on 10.9.1960 under Act XXXIX Case No.14 of 1960; and
3. Original Death Certificate of the death of Miss Matilda Prem Kusum Mundle.

IN WITNESS WHEREOF the Vendor hereunto hath hereto set and subscribed his hand and seal the day month and year first above written.

Signed sealed and delivered by the within named Vendor in the presence of :

Jyotirmoy Datta
Signature of the Vendor

WITNESSES

1. Mrs. Mitali Mozumdar
Address: 32, Elgin Rd. Calcutta-20
2. Susetha Muzumdar
Address: 32, Elgin Road, Calcutta-20

M E M O

Payment of Consideration Money :

Received from the Purchaser the amount of consideration money in full in the manner hereunder written :

On 8.2.90 By Cheque No. 966165 dated 8.2.90
on Indian Bank ... Rs. 75,000/-.

On 23.2.90 By Cheque No. 966168 dated 23.2.90
on Indian Bank ... Rs. 50,000/-

On 5.3.90 By Cheque No. 966170 dated 5.3.90
on Indian Bank .. Rs. 15,000/-

On 8.4.90 By Cheque No. 966174 dated 8.4.90
on Indian Bank ... Rs.2,00,000/-

On 8.6.90 By Pay Order No. 774045 dated 2.5.90
on Indian Bank, Gariahat Branch
Rs.3,50,000/-

On 8.6.90 By Pay Order No. 917072 dated 2.6.90
on Indian Bank, Gariahat Branch
Rs. 10,000/-

Rs.7,00,000/-

(Rupees Seven Lakhs only).

WITNESSES

1. Mrs. Nitali Mozumdar
Address: 32, Elgin Road.
2. 3 Calcutta-20
Address: Sanku K Mozumdar
32, Elgin Road, Calcutta-20.

Drafted by

Damodar Ch. Ghosh
Advocate

Jyotirmoy Datta

Signature of the Vendor

Typed by

N.P. Pillai
(N.P. PILLAI)

DATED THE 8th JUNE, 1990

DEED OF
CONVEYANCE

JYOTIRMOY DUTTA

TO

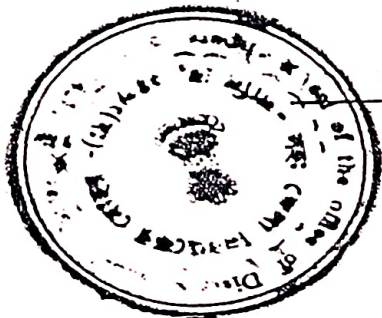
M/S. CALCUTTA MALAYALEE SAMAJAM



8.6.90

DRAFTED BY

R.C. GHOSH, ADVOCATE



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H
R.C. GHOSH
ADVOCATE

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