

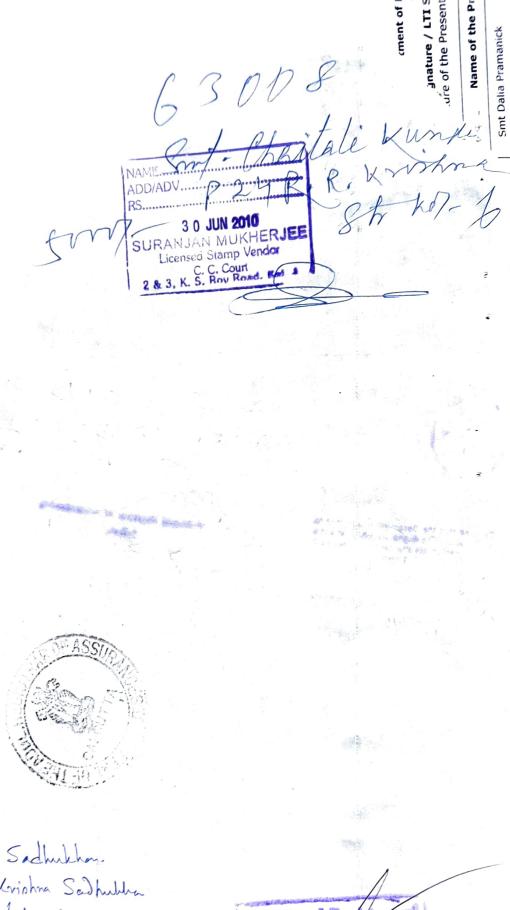
পশ্চিমবঞ্জা पश्चिम बंगाल WEST BENGAL

T BENGAL -13 493/10785282

### DEED OF CONVEYANCE

7.07.10 THIS DEED OF INDENTURE is made on this the 7th day of July

Two Thousand and Ten <u>BETWEEN SREE SREE ISWAR GOPI MOHAN JEW</u> of 10/3, Principal Khudiram Bose Road, Kolkata- 700 006 represented by its **Trustees Viz.**, (1) <u>SRI MADAN MOHAN PRAMANICK</u>, son of Late Bharat Chandra Pramanick, by Occupation-Trader, (2) <u>SMT. JAYABATI PRAMANICK</u>, wife of Sri Madan Mohan Pramanick, by Occupation-Housewife, (3) <u>SMT. DALIA</u> <u>PRAMANICK</u>, daughter of Sri Madan Mohan Pramanick, by Occupation-Housewife, all are by Faith- Hindu, Nationality- Indian, all are residing at



Sanhar Kr. Sadhukhan. Kate Kamal Kriphna Sadhubha MM-Amtala Lat. P.O-Nowyanagan Dist South 24 pg.

Busums

#### **Government of West Bengal** tment of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. R. A. - II KOLKATA, District- Kolkata gnature / LTI Sheet of Serial No. 06722 / 2010, Deed No. (Book - I , 08113/2010) are of the Presentant

Signature with date
,
· ·
Dalie Framany
7-7-10
1 /

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Madan Mohan Pramanick Address -134, Aurobinda Sarani, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006	Self		LTI	Merks rock Sansack
			07/07/2010	07/07/2010	
2 .	Jayabati Pramanick Address -134, Aurobinda Sarani, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006	Self		LTI	Jayabeli Bamanic
			07/07/2010	07/07/2010	
3	Dalia Pramanick Address -134, Aurobinda Sarani, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin :-700006	Self		LTI	Dalia Pramanic
			07/07/2010	07/07/2010	
4	Chaitali Kundu Address -P- 24, Raja Rajkrishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin :-700006	Self		LTI	Chaitali liundu
			07/07/2010	07/07/2010	

Name of Identifier of above Person(s)

Sankar Kr. Sadhukhan Village: Amtalahat, District: -South 24-Parganas, WEST BENGAL, India, P.O. :-Kanyanagar

Signature of Identifier with Date Salan Krum Satally 070710

(Tarak Baran Mukherjee) 7.07.10
ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA

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07/07/2010



## **Government Of West Bengal**

#### Office Of the A. R. A. - II KOLKATA District:-Kolkata

# Endorsement For Deed Number : I - 08113 of 2010

(Serial No. 06722 of 2010)

#### On 07/07/2010

### 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.

#### Payment of Fees:

Fee Paid in rupees under article : A(1) = 18843/-, E = 7/- on 07/07/2010

#### 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.-1713520/-

Certified that the required stamp duty of this document is Rs.- 102821 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### **Deficit stamp duty**

Deficit stamp duty Rs. 97821/- is paid96031601/07/2010State Bank of India, GOABAGAN, received on 07/07/2010

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

Presented for registration at 12.56 hrs on :07/07/2010, at the Office of the A. R. A. - II KOLKATA by Smt Dalia Pramanick, one of the Executants.

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

Execution is admitted on 07/07/2010 by

1. Madan Mohan Pramanick

Trustee, Sree Sree Iswar Gopi Mohan Jew, 10/3, Principal Khudiram Bose Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700006.

, By Profession : Business

2. Smt Jayabati Pramanick

Trustee, Sree Sree Iswar Gopi Mohan Jew, 10/3, Principal Khudiram Bose Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700006.

, By Profession : House wife

3. Smt Dalia Pramanick

Trustee, Sree Sree Iswar Gopi Mohan Jew, 10/3, Principal Khudiram Bose Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700006.

, By Profession : House wife

ア・クラ・パウ (Tarak Baran Mukherjee ) ADDL. REGISTRAN OF ASSURANCES-II

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07/07/2010 14:10:00

EndorsementPage 1 of 2



### **Government Of West Bengal** Office Of the A. R. A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 08113 of 2010

(Serial No. 06722 of 2010)

4 Smt Chaitali Kundu, wife of Sudip Kundu , P- 24, Raja Rajkrishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700006, By Caste Hindu, By Profession: House wife

Identified By Sankar Kr. Sadhukhan, son of Late Kamal Krishna Sadhukhan, Village:Amtalahat, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Kanyanagar , By Caste: Hindu, By Profession: Business.

> (Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II



( Tarak Baran Mukherjee )

ADDL. REGISTRAR/OF ASSURANCES-II

EndorsementPage 2 of 2

134, Aurabindo Sarani, P.S. Burtolla, Kolkata – 700 006 hereinafter jointly and/or collectively referred to as the "<u>VENDORS</u>" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, executrix, legal representatives, successors and assigns) of the <u>ONE PART</u>.

#### AND

<u>SMT. CHAITALI KUNDU</u>, wife of Sri Sudip Kundu, by Faith Hindu, by Occupation - Housewife, residing at P-24, Raja Raj Krishna Street, Kolkata – 700 006, P.S.- Burtolla, hereinafter referred to as the "<u>PURCHASER</u>" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include her heirs, executors, executrix, legal representatives, successors and assigns) of the <u>OTHER</u> <u>PART</u>.

WHEREAS by an Indenture of Endowment and Debutter Trust (hereinafter called the said Trust Deed) made on the 6<sup>th</sup> day of July, 1912 between one Smt. Bhuban Mohini Dassi (therein called the 'Donor') of the One Part and the said Smt. Bhuban Mohini Dassi and her daughter Smt. Giribala Dassi and daughter-in-law Smt. Nalini Bala Dassi (therein collectively called the 'Trustees') of the Other Part, which was registered in the Office of the Sub-Registrar of Assurances Calcutta in Book No.I, Volume No.52, Pages 83 to 99, Being No.1568 for the year 1912 after reciting inter alia that the said Donor, Smt. Bhuban Mohini was desirous of dedicating the properties for the religious and charitable Trusts and purposes therein expressed and declared and making provisions for the maintenance of her mother-in-law, the education of her "Palit Putra" one Haralal Sadhukhan and for shebaitship of the said Thakur Sree Sree Iswar Gopi Mohan Jew, the said Donor, Smt. Bhuban Mohini Dassi did thereby dedicate for ever unto the service of

the said Thakur and grant convey and transfer unto the said Trustees as Joint Tenants the properties particularly as mentioned in the Schedule thereto to have and to hold receive and take all and singular the said Trust properties expressed to be thereby granted and assigned with their appurtenances unto the said Trustees as Joint Tenants but to the uses upon the Trusts and to and for the ends intents and purposes and with and subject to the powers provisions agreements and declarations therein declared and expressed and contained of and concerning the same and the said Trustees did thereby declare that they did and should stand possessed of the Trust properties thereinbefore expressed to be thereby granted and assigned and of the rents profits income and produce thereof respectively upon Trust to hold the same as Debutter and devoted to he use and service of the said Sree Sree Iswar Gopi Mohan Jew and upon and for the charitable and other Trusts thereinafter particularly mentioned and declared.

AND WHEREAS by the said Trust Deed it has been provided and declared inter alia that if and so often as any of the Trustees thereby appointed or any future Trustee shall die or become unfit or incapable to act in the Trusts of those presents it shall be lawful for the said Trustee or Trustees during their joint lives and for the survivors or survivor or them during their or his or her life and after the demise of such survivor for the continuing Trustees or Trustee for the time being of those presents or if there shall be no continuing Trustee then for retiring or refusing Trustees or Trustee to appoint any other person or persons of orthodox Hindu faith and persuasion to be a Trustee or Trustees in the place of the Trustee or Trustees so dying or becoming unfit or incapable of acting as aforesaid.

AND WHEREAS it has been also provided by the said Trust Deed that in appointing such Trustee or Trustees preference should always be given in nominating such Trustee to the lineal descendants of the said Haralal Sadhukhan but so that no Trustee shall be chosen and appointed who does not comply with the description given therein and that the number of Trustees after the death of the said Donor Smt. Bhuban Mohini Dassi shall not be less than two and that the Trustees may reimburse themselves or pay and discharge out of the Trust properties all expenses incurred or to be incurred in or about the execution of the Trusts or powers of those presents.

AND WHEREAS the said Smt. Bhuban Mohini Dassi died on 12th February, 1928.

AND WHEREAS by an Indenture of Appointment of New Trustee made on the 6<sup>th</sup> day of April, 1932 between the said Smt. Giribala Dassi, daughter and Smt. Nalini Bala Dassi, daughter in law of the said Late Bhuban Mohini Dassi of the One Part and the said Haralal Sadhukhan, Palit Putra of the said Late Bhuban Mohini Dassi of the Other Part. The said Smt. Giribala Dassi and Smt. Nalini Bala Dassi in exercise of the power for the purpose contained in the said in part recited Trust Deed and of all other powers them thereto enabling appointed the said Haralal Sadhukhan to be a Trustee in terms of the said Trust Deed jointly with themselves for the purposes for which the said Trustees were appointed Trustees by the said Trust Deed with effect from the date of the said Deed of appointment.

AND WHEREAS by a Memorandum of Agreement made on the 6<sup>th</sup> day of April, 1932 the said Haralal Sadhukhan of the One Part and the said Smt. Giribala Dassi and Smt. Nalinibala Dassi of the Other Part after reciting amongst other things that disputes

and differences had arisen and that to avoid litigation the parties had taken Haralal Sadhukhan as a New Trustee it was thereby witnessed and the said parties mutually agreed to and made and published certain rules and regulations for better management of the Trust properties.

AND WHEREAS the said Smt. Giribala Dassi died on the 6th day of August, 1938.

AND WHEREAS in order to better manage the Trust Estate all the Trustees then functioning as such had agreed to take in one Satis Chandra Pramanick, sister's son of Naba Kumar Sadhukhan as one of the Trustees but that the said Satis Chandra Praminick having requested the said Trustees to appoint his son Saraju Kumar Pramanick as a Trustee in his place and stead who was a young man of active habits and was otherwise a fit and proper person to act as such Trustee.

AND WHEREAS in the above circumstances, the said Trustees had agreed to appoint the said Saraju Kumar Pramanick as a Trustee in the place of the said Giribala Dassi, since deceased.

AND WHEREAS another Indenture of Appointment of New Trustee made on the 22<sup>nd</sup> day of December, 1939 between the said Smt. Nalinibala Dassi and the said Haralal Sadhukhan of the First Part therein, the said Satis Chandra Pramanick of the Second Part therein and the said Saraju Kumar Pramanick, the Third Part therein, which was registered in the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.115, Pages 181 to 196, Being No.4069 for the year 1939. The said Smt. Nalinibala Dassi and the said Haralal Sadhukhan in exercise of the power for the purpose contained

in the said in part recited Trust Deed dated 6<sup>th</sup> July, 1912 and of all other powers them thereto enabling appointed the said Saraju Kumar Pramanick to be a Trustee in terms of the said Trust Deed jointly with themselves for all purposes for which such Trustees were appointed Trustees in terms of the said original Trust Deed with effect from the date of the said Deed of Appointment.

AND WHEREAS the said Indenture of Appointment of New Trustee dated 22<sup>nd</sup> day of December, 1939 a certain scheme of management was again framed and certain rules were made for better management of the Trust properties.

AND WHEREAS the said Harala Sadhukhan died intestate on the 4<sup>th</sup> day of October, 1946 leaving behind him surviving his three minor sons.

AND WHEREAS again another Indenture of Appointment of New Trustee made on the 22<sup>nd</sup> day of June, 1947 between the said Smt. Nalinibala Dassi of the First Part therein, the said Saraju Kumar Pramanick of the Second Part therein and one Tincowri Sadhukhan, the Third Part therein, which was registered in the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 36 to 476, Being No.2264 for the year 1947. After reciting that since some time past, due to ill health of the said Smt. Nalini Bala Dassi, the said Trustees had decided a new Trustee should be nominated and appointed in terms of the said original Trust Deed dated 6<sup>th</sup> July, 1912 in place and stead of the said Smt. Nalini Bala Dassi who had decided to retire from the said Trust and also reciting that the legal heirs of the said Haralal Sadhukhan were minors under the age of 18 years and further that the eldest of them who would then shortly thereafter attain majority and would be eligible as a legal heirs of Haralal Sadhukhan, since deceased to

be appointed a Trustee was not otherwise a fit and proper person so to be appointed it was thereby witnessed and the said Tincowri Sadhukhan was thereby appointed a Trustee in terms of the said in part recited Trust Deed in the place and stead of the said Smt. Nalinibala Dassi but jointly with the said Saraju Kumar Pramanick for all purposes for which such Trustees were appointed Trustees in terms of the said original Trust Deed with effect from the date of the said Deed of Appointment.

AND WHEREAS the said Tincowri Sadhukhan has been expired.

AND WHEREAS in the premises it became necessary to appoint another Trustee in the place and stead of the said Tincowri Sadhukhan and in terms of the said original Trust Deed, the number of Trustees must at least be two.

AND WHEREAS in the meantime the eldest son of the said Late Harala Sadhukhan died on the 28<sup>th</sup> day of September, 1949. And the other sons of the said Late Haralal Sadhukhan were minors and consequently could not select as Trustees.

AND WHEREAS one Bharat Chandra Pramanick had a religious turn of mind and was also otherwise a fit and proper person to act as such Trustee and agreed to be appointed as such Trustee.

AND WHEREAS in the circumstances, by a Deed of Appointment dated 2<sup>nd</sup> day of February, 1950 made between the said Saruja Kumar Pramanick of the First Part therein and the said Bharat Chandra Pramanick of the Other Part therein, which was registered in the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.23, Pages

127 to 139, Being No.261 for the year 1950, the said Saraju Kumar Pramanick as the sole Trustee did thereby appoint as joint tenants with him of all hereditaments and premises and all other properties for all purposes for which such sole Trustee was appointed the said Bharat Chandra Pramanick as a new Trustee in terms of the said original Trust Deed with effect from the date of the said Deed of Appointment.

AND WHEREAS some years ago while the said Saraju Kumar Pramanick and the said Bharat Chandra Pramanick were functioning as the Trustees of Sree Sree Iswar Gopi Mohan Jew and performing their duties as such Trustees some of the ornaments were stolen and inspite of all their best efforts the said stolen ornaments could not be recovered.

AND WHEREAS the said Thakur Sree Sree Iswar Gopi Mohan Jew purchased the premises No.16, Balaram Ghose Street, Calcutta by a Registered Deed of Conveyance dated 14<sup>th</sup> day of December, 1951.

AND WHEREAS Judhistir Sadhukhan, one of the sons of the said Late Haralal Sadhukhan had not a religious turn of mind and was otherwise unfit to be appointed as a Trustee.

AND WHEREAS by a duly registered Deed of Appointment of New Trustee made on the 30<sup>th</sup> day of July, 1973 between the said Bharat Chandra Pramanick and his son Madan Mohan Pramanick and Asok Pramanick, son of the said Saraju Kumar Pramanick as the sole surviving Trustee did thereby appoint as joint tenants with him of all hereditaments and premises and all other properties including ornaments and utensils of the said Thakur

for all purposes for which such sole Trustees appointed the said Madan Mohan Pramanick and Asok Pramanick as new Trustees in terms of the said original Trust Deed with effect from the date of the said Deed of Appointment.

AND WHEREAS the said Asok Pramanick, son of Saraju Kumar Pramanick since some time past has renounced the Trusteeship and the said Bharat Chandra Pramanick died.

AND WHEREAS thereafter the said sole surviving Trustee Madan Mohan Pramanick took his wife Smt. Jayabati Pramanick as one of the Trustees by a Deed of Appointment of New Trustees dated 24<sup>th</sup> April, 1987 duly registered in the Office the ... Registrate of Asswrances, Calculta and the same was recorded in Book No. I..., Volume No. 8.3., Pages 437to 45.7, Being No. 42.16.. for the year 1987.

AND WHEREAS due to old and ill health the present Trustees the said Madan Mohan Pamanick and Smt. Jayabati Pramanick have decided to take their unmarried daughter Smt. Dalia Pramanick who has been very closely associated with the seba and puja of Thakur Sree Sree Iswar Gopi Mohan Jew and has accordingly acquired a religious turn of mind and is also otherwise qualified to act as the Trustee in terms of the original Deed of Trust dated 6<sup>th</sup> day of July, 1912 and also in terms of the other Deeds of Appointment and new Schemes of Arrangements thereafter made all above recited that in the premises aforesaid they the said Madan Mohan Pamanick and Smt. Jayabati Pramanick as the present Trustees of the Trust Estate of Thakur Sree Sree Iswar Gopi Mohan Jew and in exercise of the power for the purpose contained in the said original Trust Deed and of all other powers thereto enabling do hereby nominate and appoint their daughter the said Smt. Dalia Pramanick as Trustee by a Deed of Appointment of New Trustee dated

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17th day of June, 2000 duly registered in the Office the Additional Registrar of Assurances-II, Calcutta and the same was recorded in Book No. I, Volume No. 140, Pages 66 to 86 Being No. 2563 for the year 2000 in terms of the said original Trust Deed and to act jointly with the said present Trustees Madan Mohan Pramanick and Smt. Jayabati Pramanick for all purposes of the said Trust and also in accordance with the subsequent scheme of management as aforesaid with effect from the date of these present AND the said Trustees Madan Mohan Pramanick and Smt. Jayabati Pramanick declared that all the lands hereditaments and premises and all other the Trust properties comprised in the said Trust Deed and the Indenture of Appointment of New Trustee dated 6<sup>th</sup> April, 1932 as also in the said Indenture of Appointment of New Trustees dated the 22<sup>nd</sup> December, 1939 and in the said Indenture of Appointment of New Trustee dated the 22<sup>nd</sup> June, 1947 and the said Deed of Appointment dated 2<sup>nd</sup> day of February, 1950 and Deed of Appointment dated 30th July, 1973 and the said Deed of Appointment dated 24th April, 1987 and by the said original Trust Deed as also by the said other subsequent Deeds of appointment of New Trustee to the use of the Trustees on the terms and for the purposes as therein provided shall forthwith and without any assignment vest in the new Trustee and the Trustees Madan Mohan Pramanick and Smt. Jayabati Pramanick as joint tenants as to the said lands hereditaments and premises and all other the properties including the ornaments and utensil of the Thakur upon the Trusts effecting the same respectively under the said original Trust Deed and the new Trustee hereby consent to be the Trustee in terms of the said Trust Deed accordingly and will be entitled to exercise the powers and rights under the provisions contained in the said Trust Deed.

AND WHEREAS thus the said Sri Madan Mohan Pramanick, Smt. Jayabati Pramanick and Smt. Dalia Pramanick become the present Trustees and Shebaits of the Deity SREE SREE ISWAR GOPI MOHAN JEW installed in the premises No.3 & 3/1, Principal Khudiram Bose Road, Kolkata – 700 006 which are free from all encumbrances, charges, liens, attachments, lispendens whatsoever, more fully and particularly described in the Schedule hereunder written and they jointly mutated the said property and recorded their names in the Kolkata Municipal Corporation and regularly paying the taxes with the Kolkata Municipal Corporation.

<u>AND WHEREAS</u> the said Trustees and shebaits seized and possessed of and/or well and sufficiently entitled to the said land, hereditaments, and premises No.3 & 3/1, Principal Khudiram Bose Road, Kolkata – 700 006

AND WHEREAS the said present Trustees have no sufficient income to bear the expenditure of the Deity Sree Sree Iswar Gopi Mohan Jew. The Trustees paid municipal taxes in respect of the said premises. The Corporation Tax is in arrear and has no sufficient income to meet the expenditure.

AND WHEREAS due to increase in municipal rates and taxes and cost of repair of the building and all other expenditures the said Trustees/shebaits of the deity it is very much hard to perform the daily seba puja and periodical festivals, for which, the said Trustees, as Vendors herein, desirous to sell the said premises No.3 & 3/1, Principal Khudiram Bose Road, Kolkata – 700 006 for the benefit of the debutter estate and to increase the monthly income.

AND WHEREAS the said Asoke Pramanick being one of the Trustees is not cooperating and properly acting upon as the Trustee of the said trust property and as such the said Trustees instituted a Misc. Case No.7932 of 2008 before the Learned Chief Judge, City Civil Court at Calcutta for granting necessary permission to sell the said trust property being premises No. 3 & 3/1, Principal Khudiram Bose Road, Kolkata – 700 006 for the benefit of deity as aforesaid.

AND WHEREAS due publication was given in the Local News Paper regarding the sale of the property and one Smt. Chaitali Kundu, the purchaser herein has agreed to purchase the said property more fully and particularly described in the Schedule hereunder written free from all encumbrances, charges, liens, attachments, lispendens and other claims and demands, subject to the terms and conditions hereunder contained and accordingly an Agreement for Sale dated 01.08.2008 was entered into by and between the Trustees as well as the Vendors and the Purchaser herein.

AND WHEREAS the Learned Court by an order dated 3<sup>rd</sup> day of May, 2010 permitted to sell the said premises No. 3 & 3/1, Principal Khudiram Bose Road, Kolkata – 700 006 in favour of the Purchaser herein subject to the terms and conditions mentioned therein.

AND WHEREAS after obtaining the necessary permission to sell the said property, the Trustees/Vendors hereby agreed to execute the Deed of Conveyance in respect of the undivided ½ (half) share of the said property mentioned above measuring an area of 573.75 sq.ft. i.e. ½ (half) share of 1147.5 sq.ft. [1 (one) cottah, 9 (nine) chittacks and 22.5 sq.ft.) be the same a little more or less lying and situate at premises No.3, Principal Khudiram Bose Road, Kolkata – 700 006, within the limits of the Kolkata Municipal

Corporation Ward No.11, P. S. Burtolla at or for the price of Rs.3,25,000/- (Rupees three lakks twenty-five thousand only) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in compliance with the Court's Order dated 3rd May, 2010 and in consideration of payment of Rs.3,25,000/- (Rupees three lakhs Twenty-five thousand only) paid by the Purchaser to the Vendors at or immediately before the execution of these presents, the receipt whereof as well as the receipt hereunder written, the Vendors do hereby admit and acknowledge and of and from the payment of each and every part of the same for ever and absolutely acquit, release and discharge the said Purchaser and also the said house property AND the Vendors by these presents sell transfer convey grant and assure unto and to the use and benefit of the Purchaser ALL THAT the two storied brick built messuage tenements or dwelling house together with the piece or parcel of land whereon and on part whereof the same are erected and built containing by estimation an area of 573.75 sq.ft. i.e. 1/2 (half) share of 1147.5 sq.ft. [1 (one) cottah, 9 (nine) chittacks and 22.5 sq.ft.) be the same a little more or less lying and situate at premises No.3, Principal Khudiram Bose Road, Kolkata - 700 006, within the limits of the Kolkata Municipal Corporation Ward No.11, P. S. - Burtolla and delineated in the Map or Plan thereto annexed and thereon marked with RED free from all encumbrances, charges, liens, attachments lispendens whatsoever TOGETHER WITH all rights, common facilities and amenities attached thereto TOGETHER WITH all fittings fixtures appendages and appurtenances thereto and all easements thereof TOGETHER WITH the said structure and all benefits of ancient lights, ways, paths, common passages and all manners of former and other rights, liberties, easements, privileges, yards, water, water-courses, drains, whatsoever to the said land hereditament and premises belonging to or in anywise

appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND all the estate right, title, interest, inheritance possession claim demand whatsoever of the Vendor into and upon any or every part of the same AND all deeds, patthas, muniments and writings and evidence of title relating to the said property hereby transferred and expressed or intended so to be which now are in the custody power or possession of the Vendors and which the Vendors may procure hereafter without any suit or action TO HAVE AND TO HOLD the said property hereinbefore mentioned hereby transferred and granted or expressed and intended so to be UNTO and to the use and benefit of the Purchaser absolutely and for ever AND the Vendors do hereby covenant with the aforesaid Purchaser that NOTWITHSTANDING any act deed thing or matter by the said Vendors done or committed or willingly suffered to the contrary the Vendors at the time of executing these presents are lawfully rightfully seized and possessed of or otherwise well and sufficiently entitled to the said property hereinbefore transferred granted and conveyed or expressed and intended so to be for a good and perfect and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to enter into and upon and to hold occupy possess and enjoy the said property and to receive realize collect and enjoy rents profits and issues of the said property hereinbefore transferred without any lawful eviction interruption claim demand and estate whatsoever either by or from the Vendors or any person or persons claiming under the Vendors in trust for him AND that free and clear and freely and clearly and absolutely acquitted expressed and the Vendors shall keep the Purchaser sufficiently keep harmless and indemnified of and from former and other estates titles troubles charges liens, debts, encumbrances, suits, actions whatsoever had been made committed or willingly suffered by the Vendors or persons lawfully or equitably claiming as aforesaid AND the Vendors further covenant with the Purchaser that the Vendors their respective heirs, executors, administrators, and representatives shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do or execute or cause to be executed done all such acts, deed, things and matters whatsoever for further better and more perfectly assuring the said property as shall be reasonably required.

## SCHEDULE OF THE ENTIRE PROPERTY ABOVE REFERRED TO:

ALL THAT the two storied brick built messuage tenements or dwelling house together with the piece or parcel of land whereon and on part whereof the same are erected and built containing by estimation 1 (one) cottah, 9 (nine) chittacks and 22.5 sq.ft. (1147.5 sq.ft.) be the same a little more or less lying and situate at premises No.3, Principal Khudiram Bose Road, Kolkata - 700 006 [total covered area of 1,686 sq.ft. = Ground Floor - 843 sq.ft. + First Floor - 843 sq.ft.] within the limits of the Kolkata Municipal Corporation Ward No.11, P. S. Burtolla and delineated in the Map or Plan thereto annexed and thereon marked with RED border free from all encumbrances, charges, liens, attachments lispendens whatsoever, which is butted and bounded 22 follows:-

ON THE NORTH

By the premises No. 3/1, Principal Khudiram Bose

ON THE SOUTH

By premises No.2/1, Principal Khudiram Bose Road

ON THE EAST

By 40' - 0" wide Principal Khudiram Bose Road

ON THE WEST

By the premises of Ramkrishna Mission of 19B, Raja

Raj Krishna Street.

### SCHEDULE OF THE PROPERTY PROPOSED TO BE TRANSFERRED

ALL THAT the undivided 1/2 (half) share of the above property measuring an area of Land = 573.75 sq.ft. more or less out of total 1147.5 sq.ft. (1 cottah, 9 chittacks 22.5 sq.ft.) and 1/2 share of the total covered area 843 sq.ft. i.e. Ground Floor 421.5 sq.ft. and the First Floor 421.5 sq.ft., lying and situate at premises No.3, Principal Khudiram Bose Road, Kolkata – 700 006, within the limits of the Kolkata Municipal Corporation Ward No.11, P.S. - Burtolla and delineated in the Map or Plan hereto annexed and thereon marked with RED bordered free from all encumbrances, charges, liens, attachments lispendens whatsoever, which is butted and bounded as follows:-

ON THE NORTH

By the premises No. 3/1, Principal Khudiram Bose

Road

ON THE SOUTH

By premises No.2/1, Principal Khudiram Bose Road

ON THE EAST

By 40' - 0" wide Principal Khudiram Bose Road

ON THE WEST

By the premises of Ramkrishna Mission of 19B, Raja

Raj Krishna Street.

<u>IN WITNESS WHEREOF</u> the **PARTIES** have hereunto set and subscribed their hands and sealed on the day, month and year written above.

SIGNED AND DELIVERED by the

Parties at Kolkata in the presence of:-

WITNESSES:-

1. Sudipkundu f. 24 RojaRoj Krunna Circel-Kol-G

2. Pallels Dus. 243A. A. P. R. Road KOZ-G Jayabali Pramanick

VENDORS /Trusles

Chaitali Kundu <u>PURCHASER</u>

#### MEMO OF CONSIDERATION

Demand Draft

1. By A/c Payee Cheques being No. 960426 drawn on State Bank of India, Godbagan brackdated ... 677, 10.

Rs. 303750.00

2. By eash

Rs. 21250.00

.

Rs.

À.

Rs.3,25,000.00

(Rupees three lakhs twenty-five thousand only)

#### WITNESSES:-

1. Sudip kundu.

Malusala Promer

Joyabali Przamanick Daliz Pramanil

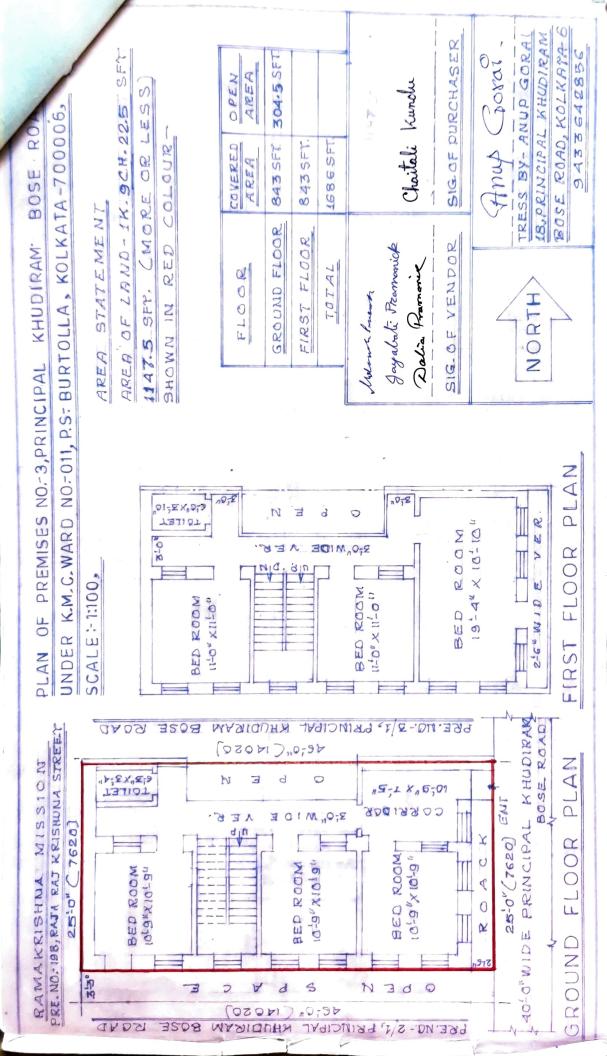
2. Pallab Dus.

VENDORS Timplees

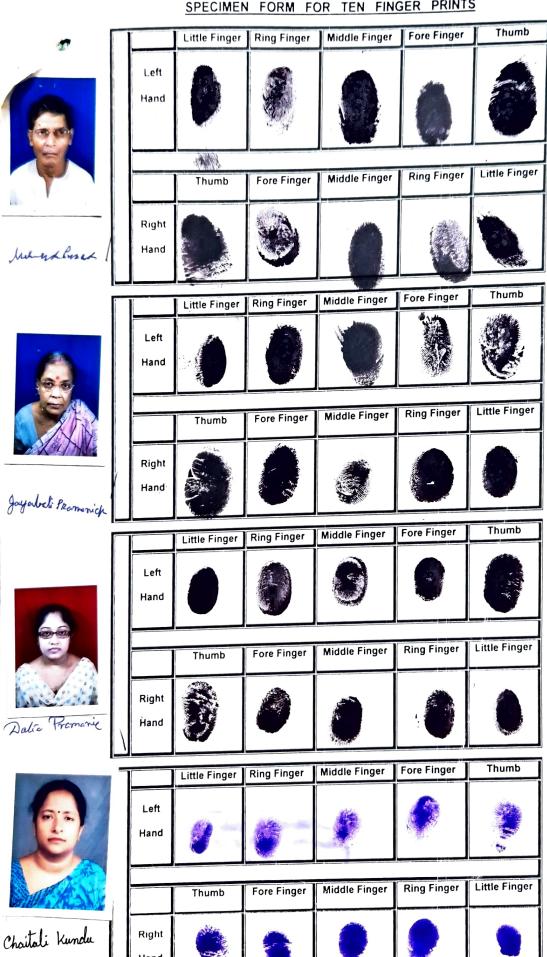
Drafted by me

Advocate

High Court, Calcutta



### SPECIMEN FORM FOR TEN FINGER PRINTS



### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 4174 to 4197 being No 08113 for the year 2010.



(Tarak Bayan Mukkerjee) 08-July-2010 , ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal