



7/5/03
20/5/03
M.V. = 1178952

V.C. 499-Trans

02CC 509653

Stamp duty paid under the India Stamp Act, 1899 as amended by Act III of 1922 and Section 8 of the Calcutta Improvement Act, 1911. Schedule IX No. 24

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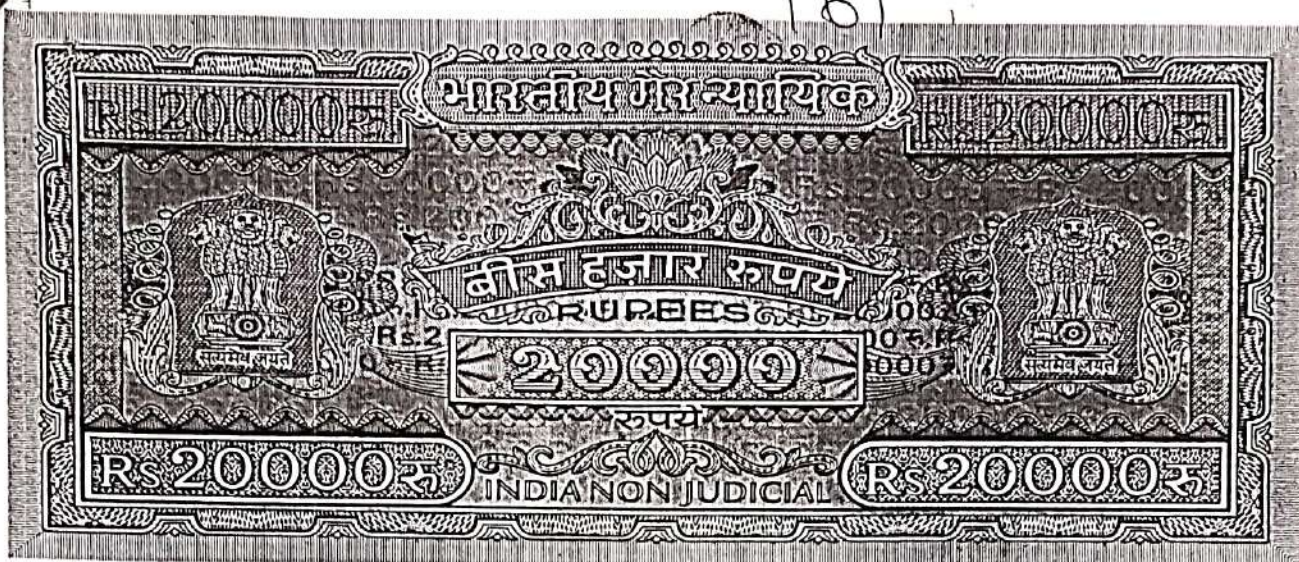
TN 820-5680
certified that the Deficit Stamp duty amount is 14315/- In Bank
Draft No. 1089 03
Settled by K. Chandra
From
has been realized
as 41 42 (1) of I.S. Act, 1899.

THIS INDENTURE is made this the 22nd day of May, Two

thousand three BETWEEN (1) SMT. MINATI GHOSAL, wife of Late Nitya Gopal Ghosal, by faith Hindu, by occupation housewife, residing at 69T/6, Prince Baktiar Shah Road, P.S. Charu Market, Kolkata-700033, 2) MRS. MITHU MUKHERJEE, wife of Sri Shankar Mukherjee, residing at 69T/6, Prince Baktiar Shah Road, P. S. Charu Market, Kolkata-700 033,

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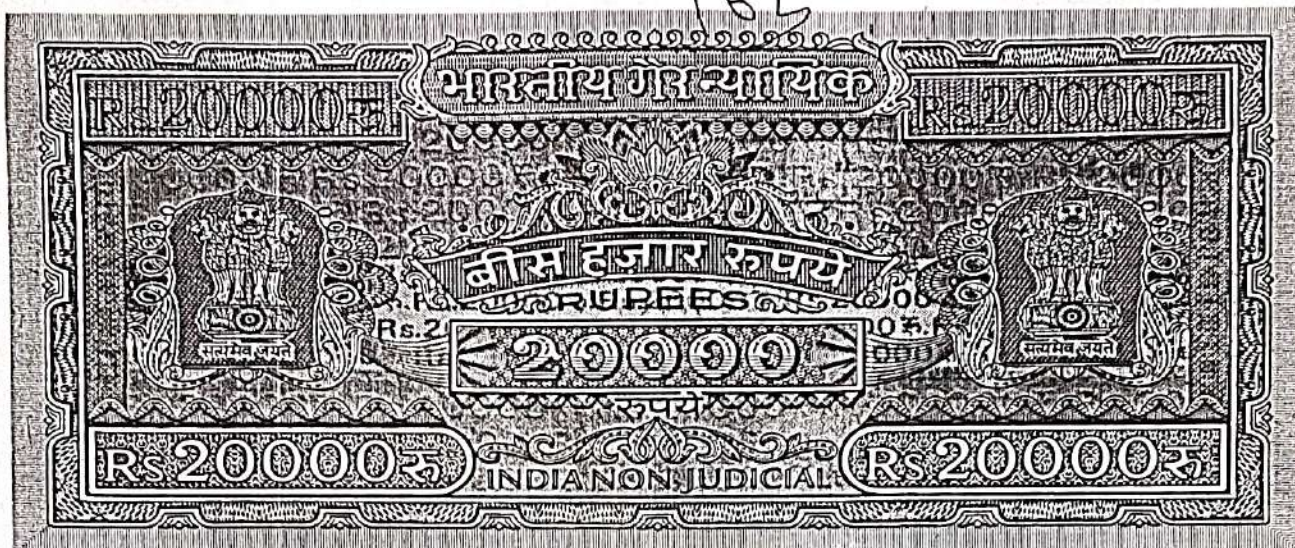
Deficit Reg. reca.
Rs. 1969/- realised
as per M.R. No. 2516103
Dt. 25/6/03
Addl. Dist. Sub Registrar.
Allpore South 24 Parganas
25/6/03



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(2) MRS. MUNMUN BANERJEE, wife of Sri Indranil Banerjee, residing at 47B, Jadavpur Central Road, P. S. Jadavpur, Kolkata -700 032, (3) MRS. MOLLY GHOSAL, wife of Sri Subash Mishra, R.B.I. Officers Quarters, Flat No. 230, Gokul Dhana, Goregaon East, Mumbai -400063, hereinafter referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the context to mean their legal heirs, representatives, administrators and assigns) of the FIRST PART.



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✓
AND SRI KOUSHIK CHANDA, son of Sri Sudhir Ranjan Chanda, by faith Hindu, by occupation service, residing at 42/1/C, Shankharitola Street, P. S. Muchipara Kolkata-700014 hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context to mean his legal heirs, representatives, administrators and assigns) of the OTHER PART.



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Sri Khagendra Nath Dey Sarkar, Sri Sachindra Nath Dey Sarkar, Sri Samarendra Nath Dey Sarkar and Sri Narendra Nath Dey Sarkar, who also appointed as Managing Committee of Trustees.

AND WHEREAS the three out of five Managing Committee Members of the Trustees, Sri Khagendra Nath Dey Sarkar, Sri Sachindra Nath Dey Sarkar, Sri Samarendra Nath Dey Sarkar expressed their inability

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to perform their duties as trustees. Hence they were substituted by Sri Pranabendra Nath Dey Sarkar Sri Dhirendra Nath Dey Sarkar and Sri Birendra Nath Dey Sarkar by a resolution taken by the Trustees unanimously.

AND WHEREAS Smt. Aleya Dey Sarkar, wife of Sri Narendra Nath Dey Sarkar who was one of the members of the Managing Committee, was also elected as a member of the managing committee member in place of her husband since his death.

AND WHEREAS as per the Constitution of the said Sri Rama Nath Dey Sarkar Religious Charitable Trust, the managing committee of the trustees were empowered in all sorts of sale, lease and transfer of the said trust property.

AND WHEREAS now the said land measuring 0.39 satak was in full possession and acquired by the said Sri Rama Nath Dey Sarkar Religious Charitable Trust.

AND WHEREAS for the development of the said Trust the managing committee of the trustees made a resolution on 1st March, 1917 to

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sell a part of the land which was accepted by Sri Nitya Gopal Ghosal to purchase measuring 2 cottahs 9 chittacks and 22 square feet.

AND WHEREAS the managing Committee of the trust of Rama Nath Dey Sarkar Religious Charitable Trust sold, transferred conveyed to Sri Nitya Gopal Ghosal on 13th April, 1970 by virtue of a registered deed of conveyance registered at the office of District Sub-Registrar 24-Parganas, Alipore recorded in Book No. 1 Volume No. 51, Pages 67-73 being No. 1433 for the year 1970 with a consideration mentioned therein.

AND WHEREAS Sri Nitya Gopal Ghosal was a lawful owner of the said land of premises No. 24/2, Baishnabghata Lane, P. S. Jadavpur, 24-Parganas (South) Kolkata-700047 and was ceased and possessed of or otherwise well and sufficiently entitled to the messuage, tenements, lands heritaments and premises as an absolute and indefeasible and premises as an absolute and indefeasible estate in fee simple or an estate equipment thereto free from encumbrances.

AND WHEREAS the said Sri Nitya Gopal Ghosal constructed and erected two storied building on the said land being premises No. 24/2, Baishnabghata lane, P. S. Jadavpur Kolkata-700047 as per Sanction Plan and living and enjoying there peacefully with his family.

AND WHEREAS the said Sri Nitya Gopal Ghosal died intestate leaving behind him his wife Smt. Minati Ghosal and three daughters namely 1) Smt. Mithu Mukherjee 2) Smt. Munmun Banerjee and 3) Smt. Molly Mishra as the legal heirs and successors.

AND WHEREAS the said successors of Late Nitya Gopal Ghosal became the joint owners of the land with 2 storied building at premises No. 121/1F, Raja S.C. Mullick Road, P. S. Jadavpur, Kolkata-700047.

AND WHEREAS the purchaser herein being in urgent need of accommodation approached the vendors for purchase of the entire first floor and one temple at the roof measuring about 1241 sq. feet a little more or less at premises No. 121/1F Raja S. C. Mullick Road, P. S. Jadavpur, Kolkata-700047.

AND WHEREAS the vendors herein has agreed to sell and the purchaser has agreed to purchase the entire first floor and one temple room at the roof which is also fully described in the schedule "B" hereunder written measuring about sq. feet (super built up area) together with the proportionate share of common facilities, amenities attached thereto together with undivided and impartible proportionate share of land

beneath the building at or for the price of Rs. 10,00,000/- (Rupees ten lacs) only in lump sum.

AND WHEREAS by virtue of the agreement the purchaser paid the entire consideration money to the vendors as per the payment schedule mentioned therein and in pursuance of the said agreement the vendors has already delivered possession to the purchaser of the entire first floor and one temple room at the roof the building measuring about 1241 square feet consisting of 3 bed rooms, one living cum dinning space 2 privy 2 kitchens and 3 Varandahs at premises No. 121/1F, Raja S.C. Mullick Road, P. S. Jadavpur Kolkata-700047 which is fully mentioned and described in the schedule "B" hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees ten lacs only) paid by purchaser to the vendors at or immediately before the execution of this presents the receipt whereof, the vendors do hereby as well as by the receipt hereunder written admitted and acknowledge and of and from the same over discharge, the vendors do hereby grant, convey transfer and assure unto the purchaser free from all encumbrances all that the entire first floor and one temple room at the roof measuring 1241 square feet consisting of bed rooms, one dining

cum drawing, one kitchen, one bath cum privies, with all electrical and sanitary fittings doors and windows together with all facilities amenities appurtenances attached thereto sewerage drain stairs and user of roof and meter board water reservoir at the ground floor and the over head tank being the part of premises No. 121/1F, Raja S. C. Mullick Road, P.S. Jadavpur, Kolkata-700047 together with the proportionate or impartible share of land beneath the building measuring 2 cottahs 9 chittacks 22 square feet be the same a little more or less which is described in the schedule "B" hereunder written or **HOWSOEVER** or otherwise the said entire first floor and one temple room at the roof the hereditament parceled and premises of the vendors now is or hereto before or was situated, butted bounded called known number, described distinguished **TOGETHER WITH** all fixtures, yards, areas, sewers, drainage, ways, paths, passage, walls waster courses, trees, lights easements and appurtenances whatsoever of the said dwelling house messuage land hereditaments and premises belonging to or anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, reminder or reminders, rent, issues and profits thereof or any part thereof **AND** all the right, title interest, claim, demand whatsoever of the vendor into out of and upon the said flat messuage land hereditaments and premises particularly described in the Schedule hereunder written and every part thereof and also

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all deeds, documents and muniments of title whatsoever in anywise relating to the said premises or any part thereof which now here to hereafter shall or may be in the possession or power or control at the vendors or any other person or persons from when the vendors may procure the same without any suit **TO HAVE AND TO HOLD** the said dwelling flat messuage, land hereditaments and premises together with all rights, thereunto belongings and hereby granted, conveyed, transfer, assured or expressed or intended so to be unto the use of the purchaser the said entire first floor and one temple room at the roof and the other common facilities and amenities attached thereto and further that the vendors and all person or person having or claim into any estate or interest in the said flat messuage, land, hereditaments and premises or any part thereof from under or in trust for the vendors shall and will from time to time and at all times hereafter upon the request and at the cost of the purchaser do or execute to be done and execute all such acts, deeds and things for further and more perfectly assuring the said dwelling house, messuage, land hereditaments and premises and intended so to be and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonable required. The vendors hereby undertake not to agree to lease out, rent out or sale or transfer physical and/or symbolic possession of the roof of the building to any other person including any other occupants.

THEW VENDOR AND THE PURCHASERS HEREBY
CONVENIENT WITH EACH OTHER THAT:

1. The purchaser shall avail of the filtered water from the overhead tank supplied from the C.M.C. commonly along with other occupants of the aforesaid building.
2. The expenses of repairing of the exterior parts of the building and the roof will be borne by all the flat owners proportionately.
3. The purchaser shall pay the proportionate corporation, taxes of the premises till the entire first floor and one temple at the roof is being separately assessed in his name.
4. The purchaser shall have the right over the roof of the building for all practical purposes including fixing of T.V. Antenna, Disc. Antenna Radio Aerial etc. including such other facilities as and when required.
5. The purchaser shall have the right to use the stair case right from the First Floor roof without any intervention from any quarter.

6. The purchaser shall have the right to use and enjoy the common facilities and areas, that is, common space, side space for egress and ingress and also water line, sewerage line, electric meter board etc.
7. The purchaser shall also have the right to take telephone connection gas connection etc. according to his discretion.
8. The vendor, purchaser and the other occupants of the building shall have to bear the expenses for the common areas and facilities proportionately.

SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece and parcel of land with 2 storied building standing thereon hereditament and premises measuring 2 cottahs 9 chittacks 22 square feet be the same a little more or less comprised in Khaltian No. 290 Dag No. 359, Mouza Baishnabghata, J. L. No. 28, P. S. Jadavpur, Kolkata-700047 which is under Calcutta Municipal Corporation premises No. 121/1F, Raja S. C. Mullick Road, P.S. Jadavpur, Kolkata-700047 and C.M.C. Ward No. 100 within the limits of the C.M.C. The said premises is butted and bounded by as follows:-

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ON THE NORTH : Land of Md. Momina Bibi

ON THE EAST : Plot No. 366

ON THE SOUTH : House of Smt. Santi Sarkar

ON THE WEST : 12' wide C.M.C. Road.

SCHEDULE "B" REFERRED TO ABOVE

ALL THAT the entire first floor and one temple room at the roof measuring 1241 square feet be the same more or less (Super Built up area) consisting of 3 bed rooms one dining cum drawing 2 kitchen 2 bath cum privy and 3 varandah with all electrical fittings and sanitary fittings, doors, and windows together with user of roof, common passage, common area, stairs sewers, water lines, electrical meter together with the undivided, undermarketed and impartible proportionate share of and beneath the building being now known and reputed as premises No. 121/1F, Raja S.C. Mullick Road, P. S. Jadavpore Kolkata-700047 and C.M.C. Ward No. 100. The said is demarcated by RED in the map which is annexed herewith.

Addl. Dist. Magistrate
Allpore South 24 Parganas

25/6/03

IN WITNESS WHEREOF the VENDORS has set and subscribed her hands and seal on the day month and year first above written.

SIGNED, SEALED AND DELIVERED within named the VENDORS 1. Smt. Minati Ghosal 2. Smt. Mithu Mukherjee 3. Smt. Munmun Banerjee 4. Smt. Molly Mishra at Kolkata in the presence of:

Minati Ghosal,
Mithu Mukherjee.
Munmun Banerjee
Molly Mishra

1. Japan Chandra Chakraborty
10, 1/2, Ray Rd. KOL-1
2. S. Banerjee
10, 1/2, Ray Rd. KOL-1

SIGNED, SEALED AND DELIVERED within named PURCHASER viz. SRI Koushik Chanda at Kolkata in the presence of:

Koushik Chanda

1. Japan Chandra Chakraborty
2. S. Banerjee

Drafted by

Japan Chandra Chakraborty
Tapan Chakraborty
Advocate

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MEMO OF CONSIDERATION

RECEIVED of and from within named PURCHASER the within mentioned sum of Rs. 10,00,000/- (Rupees Ten lacs only) in full payable under these presents in the manner as follows:

1.	By Cheque No. 084673 dated 20.6.2001 drawn on PNB Dharmatala Branch	Rs. 5,00,000/-
2.	By Cheque No. 084676 dated 11.7.2001 drawn on PNB Dharmatala Branch	Rs. 1,00,000/-
3.	By Cheque No. 084678 dated 23.8.2001 drawn on PNB Dharmatala Branch	Rs. 1,00,000/-
4.	By Cheque No. 118567 dated 27.9.2001 drawn on HDFC, U.C. Brahmachari Branch	Rs. 1,00,000/-
5.	By Cheque No. 101405 dated 06.12.2001 drawn on PNB Dharmatala Branch	Rs. 1,00,000/-
6.	By Cheque No. 118579 dated 10.12.2001 drawn on HDFC, U.C. Brahmachari Branch	Rs. 1,00,000/-
		Rs. 10,00,000/-
		=====

(Rupees ten lacs) only

WITNESS:

1. *Jagan Mohan*

2. *S. B. Singh*

1. *Minati Ghoshal*

2. *Mithun Mukherjee*

3. *Hemlata Banerjee*

4. *Molly Min*

SIGNATURE OF VENDORS