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Actoristic Sons (200)

THIS INDENTURE made this 29 to day of April Two
Thousand Four BETWEEN KARTICK CHANDRA PYNE son of Gobinda
Das Pyne deceased aged about 72 years, residing at "Krishna Apartment",

360 rsa

34.58 old to Bijay Kr. Aforwal. 40, Nintale That St Ko I- 6 Kolkata Collectorate Redif lum 12 30 of our con boagip de bitur : 200 4 Suramar Ryme of Sontem Ryne all 810 Date Bording Ballow Eredif huma Pox Ryer St 77/2 Brouch Pancha Racitala Ross Surchar P. S. Scharoah 24 Pays (N) of seartich et Poque 80 goberola Vartick Sando Rojar hat wal of Box Proposed Rajar hat make gabeinda saraue wal of 87 87 89 800 gabeinda saraue wal Frem chand Tyne Diba Onth Dey Dov. Aèga Court exleute · Sakamar Pyne 4795 PTO 1. Fanton Pyne Dileanath Dey. Adu High court Calculta.



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PYNE son of the said Gobinda Das Pyne deceased, aged about 64 years residing at no. 87B, Arabinda Sarani, P.S. Shyampukur, Kolkata – 700 005, SUKUMAR PYNE, PRADIP, PYNE AND GOUTAM PYNE all sons of Radha Ballav Pyne deceased, aged 47 years, 45 years, 43 years respectively and all residing at



SL No 3458 Buday Kr Agarwal. of 40, Nimtale That St Kolkata Collectorate 1000 Treasury. Freasurer 24/1/2019 Danieran Pryne & Saulet Pryne of Parting Proatem Amban affer Ryder budsuil fyce the 0200 Shrowdy Pyne all godoll Charlegine of 1, Pancha Tamiron Pohe Donald Roos, Suck Char P. 8. Detge dahra Pangavasa 200, of Begay Degarcalar \$10 Date Shamb Tree tralli Hear Calla & 40 reentola Sandif bre. Shorts Stock Kal. / Peustha Proclim Pyin. - T. 1. of Indemil Pone by the ken 4801 Krishmenche Blue strat of Assertables Dibanath Derg Adre, High Court Calculta:



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No. 77/2, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, 24 – Parganas (North), West Bengal, AMITAVA PYNE son of Phul Chand Pyne, deceased aged about 33 years residing at no. 87B, Arabinda Sarani, P.S. Shyampukur, Calcutta –700005, SAMIRON PYNE, SANDIP PYNE, PARTHA PRATIM PYNE, INDRANIL PYNE and KRISHNENDU PYNE all sons of Lall Chand Pyne deceased aged about 43 years, 41 years, 38 years, 33 years, 31 years respectively and all residing at "Beharilal Pyne Thakurbati", 1, Panchanantala Road, P.O. Sukchar, P.S. Khardah, 24 – Parganas (North), West

Sold to Bijay Kr. Afarwal
of 40, Nimbala That St
Kot6

Kolkata Collectorate
Treasury.

Dated 27/1/2009



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Dibanath Day Ache, High Court, Calenter SAMMacal Registrer of Assessment



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Bengal, PIN – 743 179, all by faith Hindu and all Trustees and Sebaits representing the Hindu Deity known as "Sree Sree Ishwar Radha Gobind Jew" located at the Thakurbati at No. 1, Panchanantala Road, Sukchar in the District of 24 – Parganas (North), the registered office of the said Debuttar Estate is situated at 87B, Arabinda Sarani, Kalkutta – 700 005 hereinafter called "the VENDORS" (which expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators and legal representatives

sold to Bijay Kr. of 40, Nimbola Tha	Agarwal 1 St
	KOI- 6
Kolkata Collectorate Treasury.	Treasurer.
Dated 27/4/2007.	



and/or the Trustees and Sebaits for the time being of the said deity) of the ONE PART AND BIJAY KUMAR AGARWAL, son of Late Shambhu Nath Agarwal, aged about 35 years, residing at No. 40, Nimtolla Ghat Street, P.S. – Jorabagan, Kolkata – 700006, hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Behari Lall Pyne, the fore-father of the parties hereto of the One Part who during his life time was interalia, the absolute owner of several immovable properties including the Thakurbati and premises now known and numbered as premises no. 1, Panchanantala Road, Sukchar, in the District of 24 – Parganas (North) as also the premises nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 78, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata – 700 006.

AND WHEREAS the said Beharilall Pyne consecrated and established the Deity known as "SREE SREE RADHA GOBINDA JEW" and located the same at his Thakurbati at premises No. 1, Panchanantala Road, Sukchar for the performance of the daily Sebapuja and of the periodical festivals of the said deity and for other Charitable purposes.

AND WHEREAS by a registered Deed of Arpannama dated 12<sup>th</sup> July, 1900 and duly executed by the said Behari Lall Pyne, he inter alia, gave devised



bequeathed and dedicated the said Thakurbati now known as premises no. 1, Panchanantala Road, Sukchar as also the said premises nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata absolutely in favour of the said deity Sree Sree Iswar Radha Gobinda Jew and appointed himself as the First Sebait and Trustee of the deity and also thereby indicated the future line of Sebaitship and Trusteeship of the deity.

AND WHEREAS by the said Deed of Arpannama the said Behari Lall Pyne, directed that the said deity Sree Sree Radha Gobinda Jew should be permanently located at the said Thakurbati and that the performance of the Daily Seba-puja and the periodical festivals and the other Charities should be met and expended from and out of the rents issues and profits of the immovable properties including the said Maharshi Debendra Road, properties on the scale mode and manner as mentioned in the said Deed of Arpannama.

AND WHEREAS since the said Debutter Estate of Sree Sree Radha Gobinda Jew was created by the Settlor, there has been abnormal escalation in prices due to which proper performance of the Seba-puja and the periodical festivals of the said deity cannot be done in the manner as desired by the Settlor and besides, repairs to the Thakurbati which is in a bad state of disrepairs could not be undertaken due to paucity of funds as the rents issues and profits payable by the tenants of the Debutter properties were very meagre since they being old monthly tenants and the expenses for the performance of the Seba-Puja and the periodical festivals had to be met by amounts advanced by the Sebaits and trustees from time to time from out of their personal source of income.



Sectional Experience of American Section 1

AND WHEREAS in the premises as aforesaid the Trustees and Sebaits deliberated and considered the possibility of selling the said premises nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata –700 006 which were let out to old tenants at a very low monthly rents, after obtaining permission from a competent Court of Law in that behalf and to invest the said proceeds thereof in Trust Securities to fetch higher income and with that purpose and end in view the Trustees and sebaits had the said premises nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata, valued by chartered Engineers and Valuers who have valued the same at Rs.23,58,000/- (Rupees twenty three Lakhs fifty eight thousand) only which is the fair and reasonable market value of the said premises.

AND WHEREAS on the basis of the market valuation of the said premises as made by the Chartered Engineer and Valuer and coming to know the intention of the Trustees and Sebaits to sell the properties at such valuation several tenants of the said premises approached the Trustees and Sebaits with offers to purchase the said premises nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata in their respective occupation at the proportionate price or consideration for the aggregate sum of Rs. 26,36,000/- which is a little more than the valuation as made by the Engineer and Valuer.



AND WHEREAS after ascertaining the present market valuation of the properties the Sebaits and Trustees published advertisements in two news papers (the Statesman and the Ananda Bazar Patrika) on July 14, and 15<sup>th</sup>, 2002 inviting offers for purchase of the properties at Maharshi Debendra Road, Calcutta.

AND WHEREAS in pursuance of such advertisements published in the News papers certain enquires in writings from parties were received by the Trustees and Sebaits requiring them to furnish further particulars in respect of the said properties to which the Trustees and sebaits duly complied with by writings but the interested parties did not show any interest in the matter.

AND WHEREAS the Trustees and Sebaits not having received any offers for purchase of the said properties from intending purchaser in pursuance of such advertisements accepted the offers made by some of the tenants of the said properties to purchase the demarcated portions of the said properties at the proportionate prices of the valuation made by the valuer as aforesaid.

AND WHEREAS the Purchaser who is a tenant in occupation of the said property has offered to purchase the entire portion of the Premises being No. 81, 81/1, 81/2, Maharshi Debendra Road, Kolkata, delineated in the map or plan annexed hereto and thereon bordered with Red Lines and more particularly described in the schedule hereunder written at or for the price or consideration for the sum of Rs.3,60,000/- (Rupees Three lacs Sixty Thousand) only being more or less the proportionate price of the aggregate market value of the said properties to



which the Vendors have agreed subject to necessary order being obtained from the competent court of law by the Vendors for leave to sell the same.

AND WHEREAS by an agreement for Sale dated 10<sup>th</sup> February, 2003 made between the vendors of the one part and the purchaser of the other part, the vendors agreed to sell and the purchaser agreed to purchase the entire portion of the Premises being No. 81,81/1,81/2, Maharshi Debendra Road, Kolkata and delineated in the map or plan annexed thereto and thereon bordered with Red Lines and more particularly described in the Schedule thereto at or for the price or consideration for a sum of Rs.3,60,000/- (Rupees Three lacs Sixty Thousand) only free from all encumbrances whatsoever but subject to permission being obtained from the Competent court of law granting leave to the vendors to sell the same.

AND WHEREAS in pursuance of the said Agreement for Sale the Vendors as such Trustees and the Shebaits of the Debuttor Estate filed an application under Section 7 of the Charitable and Religious Trust Act, 1920 before the Hon'ble High Court at Calcutta being A.C.R. No. 6 of 2003 (In the Matter of: Debuttor Estate of Sree Sree Radha Gobinda Jew and In the Matter of Kartick Chandra Pyne and others - the petitioners).

AND WHEREAS after hearing of the said application on 15<sup>th</sup> December, 2003 the Hon'ble Court made an order on the same day on being satisfied as to the legal necessity for such sale that the tenants/purchaser should be

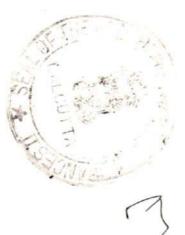


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for the consideration monies offered by them in order to show their bonafides and that a gist of the application and containing the offers, by the tenants/Purchaser to purchase the said properties should be published in the News papers for information of the general public.

AND WHEREAS after due compliance of the said order dated 15<sup>th</sup> December, 2003, the said application finally came up for hearing before the Hon'ble Court on 15<sup>th</sup> March, 2004 whereupon the Hon'ble Court on being satisfied that the conditions imposed in the said order dated 15<sup>th</sup> December, 2003 have been duly complied with by the petitioners and/or the tenants/purchaser, was pleased to make an order on the same day giving liberty to the vendors to sell the said properties for legal necessity and directed them to execute and register proper Deeds of Conveyances in respect of the demarked portions of the premises Nos. 76/2, 77, 77/1, 77/2, 77/3, 77/4, 77/5, 77/6, 80, 80/1, 80/2, 81, 81/1 and 81/2, Maharshi Debendra Road, Kolkata – 700 006 at a total consideration price of Rs.26,36,000/- in favour of the respective tenant/Purchaser who have agreed to purchase the same;

AND WHEREAS, the facts and circumstances aforesaid the vendors as such trustees and shebaits, of the Debuttor estate are now fully seized and possessed of or otherwise well and sufficiently entitled thereto and are empowered to sell, convey and transfer the entire portions of the said premises free from all encumbrances to the respective tenants/purchaser of the said premises.



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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and of the said order dated 15th March, 2004 passed in the said A.C.R. No. 6 of 2003 granting permission to the Vendors to sell and convey and in consideration of the said sum of Rs.3,60,000/- (Rupees Three lacs Sixty Thousand) only of Lawful money of the Indian Union well and truly paid to the vendors as per Memo below by the purchaser and/or before the execution of these presents (the receipt whereof the vendors do hereby as well as by the receipt hereunder admit and acknowledge and of and from the same and every part thereof do hereby acquit release and discharge the purchaser as well as the said entire Portion of the premises being No. 81,81/1,81/2, Maharshi Debendra Road, Kolkata – 700 006 delineated in the map or plan hereto annexed and morefully and clearly written and described in the Schedule hereunder and intended to be hereby sold and conveyed), the Vendors do hereby grant, convey, transfer, sell, assign, and assure unto the purchaser ALL THAT one storied brick built pucca godowns tenement and out-house TOGETHER WITH the piece or parcel of rent free land thereunder belonging whereon or on part whereof the same are erected and built containing an area of 3 (three) Cottahs 8 (eight) Chittack and 6 (six) Sq.ft. be the same a little more or less lying at and being the entire Portion of the premises being No. 81,81/1,81/2, Maharshi Debendra Road, Kolkata - 700 006, comprised in Sutanutty in Northern Division of the Town of Calcutta and delineated in the map or plan hereto annexed and thereon bordered with "Red" lines and butted and bounded in the manner following that is to say -



Colonia Registration of Property and

**ON THE NORTH**: By Duttapara Lane Kolkata;

ON THE EAST: By the premises No. 1/4 Duttapara Lane and partly by

premises 80/2 Maharshi Debendra Road Kolkata;

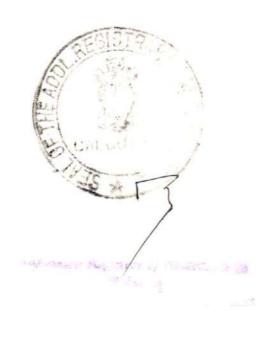
ON THE SOUTH: Partly by a common passage and partly by premises 80/2

Maharshi Debendra Road Kolkata;

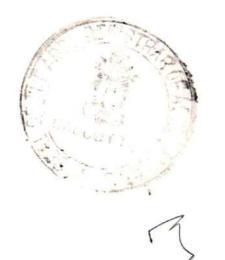
ON THE WEST: By Premises No. 81/3, Maharshi Debendra Road and

partly by 82, Maharshi Debendra Road, Kolkata.

OTHERWISE the said land hereditaments messuage tenement with one storied brick built pucca godowns tenement and out-house and premises or any part thereof now is or are or heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all and singular building structures fixtures and permanent fitting (including Electric Installation) Court-yard, Drains, Common Drains, Sewers, Compounds, Ditches. Ways, Paths, Passages, Common passage, fences, common fences and hedges, walls, common walls, waters, common water courses, grounds, tanks, trees, fruits, usufructs and soils thereof TOGETHER WITH lights, ancient lights, rights, liberties, privileges, easements and appurtenances belonging to or appurtenant thereto and to reversion or reversions remainder or remainders rents issues and profits and every part thereof TOGETHER WITH the benefits of any and all covenants and indemnities heretofore executed in respect of and favour of or in



any manner relating to the said conveyed property AND ALSO TOGETHER WITH all rights advantages, benefits, privileges, liberties of the existing building plan in respect of the said land hereditament, messuage, tenement with one storied brick built pucca godowns tenement and out-house and premises hereby conveyed or intended or expressed so to be AND ALL THE ESTATE right, title, interests, claims and demands whatsoever of the Vendors as such Trustees and Sebaits into and upon the said land hereditament messuage tenement one storied brick built pucca godown and out-house or any part thereof TOGETHER WITH all deeds pattahs and monuments of title exclusively relating to or concerning the said land hereditament, messuage, tenement with one storied brick built pucca godowns tenement and out-house or any part thereof which now are or hereafter shall or may be in the possession or power of the Vendors or any other person or persons from whom they may procure the same without any action or suit and all the benefits of any covenant for production of documents contained in any document TO HAVE AND TO HOLD the said land hereditament messuage tenement with one storied brick built pucca godowns tenement and out-house hereby granted or expressed or intended so to be unto and to the use of the Purchaser absolutely for ever and free from all encumbrances AND the Vendors do hereby covenant with the Purchaser that notwithstanding any act deed or thing done by the Vendors as such Trustees and Sebaits or any of their predecessors-in-interest done executed knowingly suffered to the contrary the Vendors are now lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said hereditament, messuage, tenement with one storied brick built pucca godowns



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tenement and out-house hereby granted or expressed or intended so to be unto and to the use of the Purchaser absolutely for ever and free from all encumbrances AND the Vendors do hereby covenant with the Purchaser that notwithstanding any deed or thing by the Vendors or any of their predecessors-in-interest done executed or knowingly suffered to the contrary the Vendors are now lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said hereditament messuage tenement with one storied brick built pucca godowns tenement and out-house hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate equivalent thereto without any manner or condition use trust or other things whatsoever to alter defeat encumber or make void the same AND that the Purchaser his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably or quietly hold possess and enjoy the said land hereditament messuage and tenement and receive the rents, issues and profits and interests thereof without any lawful eviction, interruption, slien or demand whatsoever from or by the Vendors or any person lawfully or equitably claiming from under or in trust for them AND free and clear and freely and clearly and absolutely acquainted exonerated discharged by the Vendors and well and effectively saved kept harmless and indemnified of and from and against all demands matters or estate right, title and interest, lien charges and encumbrances whatsoever created, done suffered occasioned or made by the Vendors as such Trustees and Sebaits or their predecessors-in-interest or any person or persons having lawfully or equitably claiming from under or in trust for them AND FURTHER the Vendors as such Trustees and Sebaits and all person or persons having lawfully or equitably claiming any estate or interest in

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the said land hereditament, messuage, tenement, one storied brick built pucca godowns tenement and out-house and premises or any of them or any part thereof and will from time to time and all times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all such acts and things whatsoever for further better and more perfectly assuring the said land hereditament, messuage, tenement with one storied brick built pucca godowns tenement and out-house and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT one storied brick built pucca godowns tenement and outhouse together with the land thereunto belonging whereon or any part whereof the same is erected and built containing an area of 3 (three) Cottahs, 8 (eight) Chittack and 6 (six) Sq.ft. be the same little more or less as delineated in the Map or Plan annexed hereto and thereon bordered with RED lines being entire portion of premises being No. 81,81/1,81/2, Maharshi Debendra Road, P.S. – Jorabagan, Kolkata-700006, TOGETHER WITH the right of user of the Common passage as shown in borders in the said Plan annexed hereto and butted and bounded in the manner as follows:-

ON THE NORTH: By Duttapara Lane Kolkata;

ON THE EAST: By the premises No. ¼ Duttapara Lane and partly by premises 80/2 Maharshi Debendra Road Kolkata;



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Partly by a common passage and partly by premises 80/2

Maharshi Debendra Road Kolkata;

ON THE WEST

By Premises No. 81/3, Maharshi Debendra Road and

partly by 82, Maharshi Debendra Road, Kolkata.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day month and year first above written. . Nortick character

SIGNED SEALED AND DELIVERED

by the Vendors at Calcutta in the presence of:

2. Dibanath Dey Advocate, Calcutta.

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. Trum chand Pypus.

Phrankik Advocati, Engelië ' Pradif amon Pane

· Fauten Pru

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SIGNED SEALED AND DELIVERED

by the Purchaser at Calcutta in the presence of:

1. Marendra kumar Panda Advocate calcutta

2. Ram Krishua Serkar.

Samlif home.

. Partha Bracking Pyun

by the per of headif him for krishmender Bre Etameron Para Bitar Kr. Afarowal.



**RECEIVED** from the withinnamed Purchaser the within-mentioned consideration sum of Rs.3,60,000/- (Rupees Three lacs Sixty thousand) only as per memo below:

MEMO OF CONSIDERATION By eash
By Bank Draff being NO. 002601 at. 30.01.2004
drawn on HDFC BANKLTD, Burrabazar, Kolkata 3.40,000/Rs. 3,60,000/-(Rubers Three Lacs Sinty thousand only) Nartick Sand Syr Sukumar Pyne Gradif hum for 2. Dibanath Dey-Sandid lyne. forther frontin free by the fredit he fine by the VENDORS Calcutta

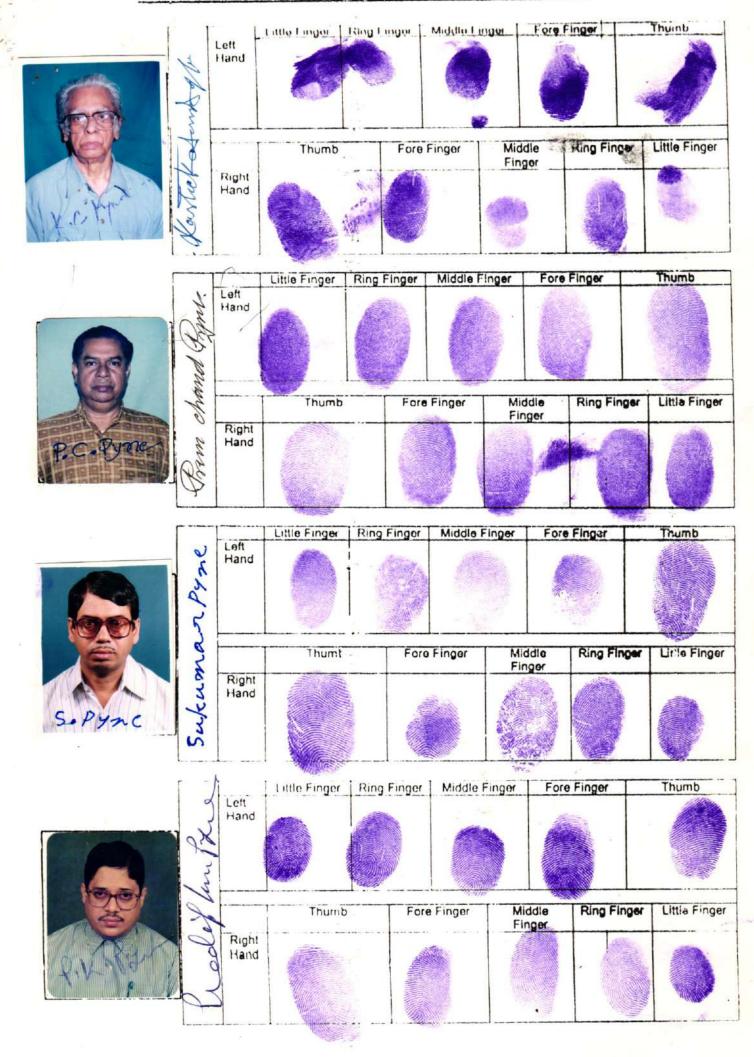
> Read over and explained by me to Indravil Lyne Dibanali Dey. Adv, Calenta

Krishmende Bre



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## SPECIMEN FORM FOR TEN FINGERPRINTS

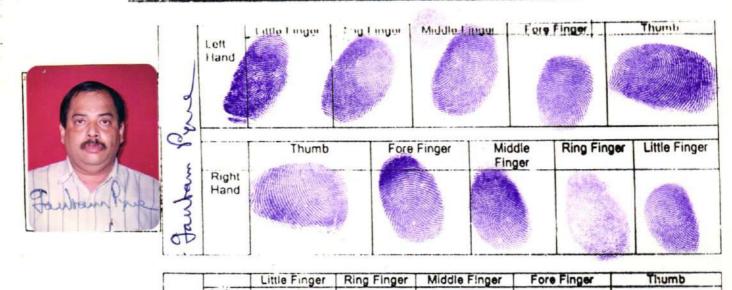


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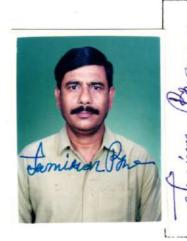
## SPECIMEN FORM FOR TEN FINGERPRINTS





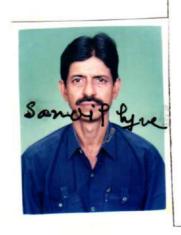
Left Hand						
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	
Right Hand	Right					

Thumb

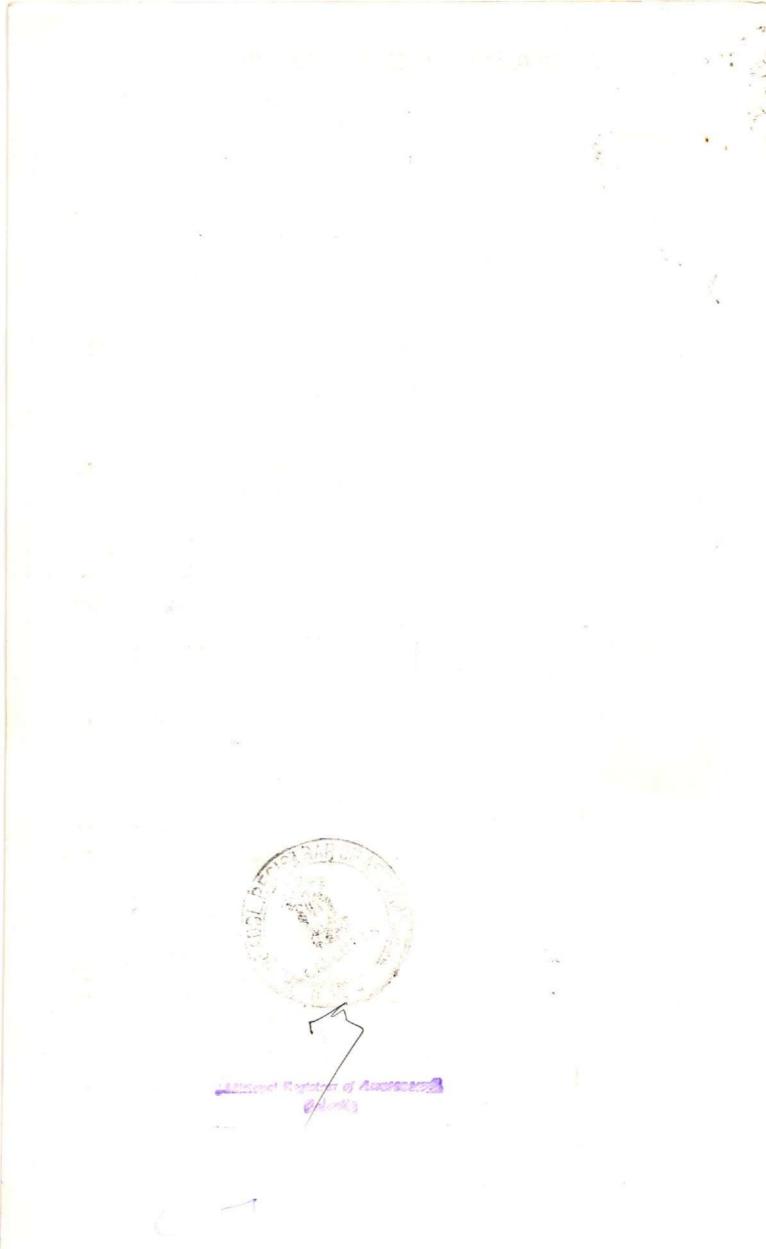


Left Hand						
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	
Right Hand						

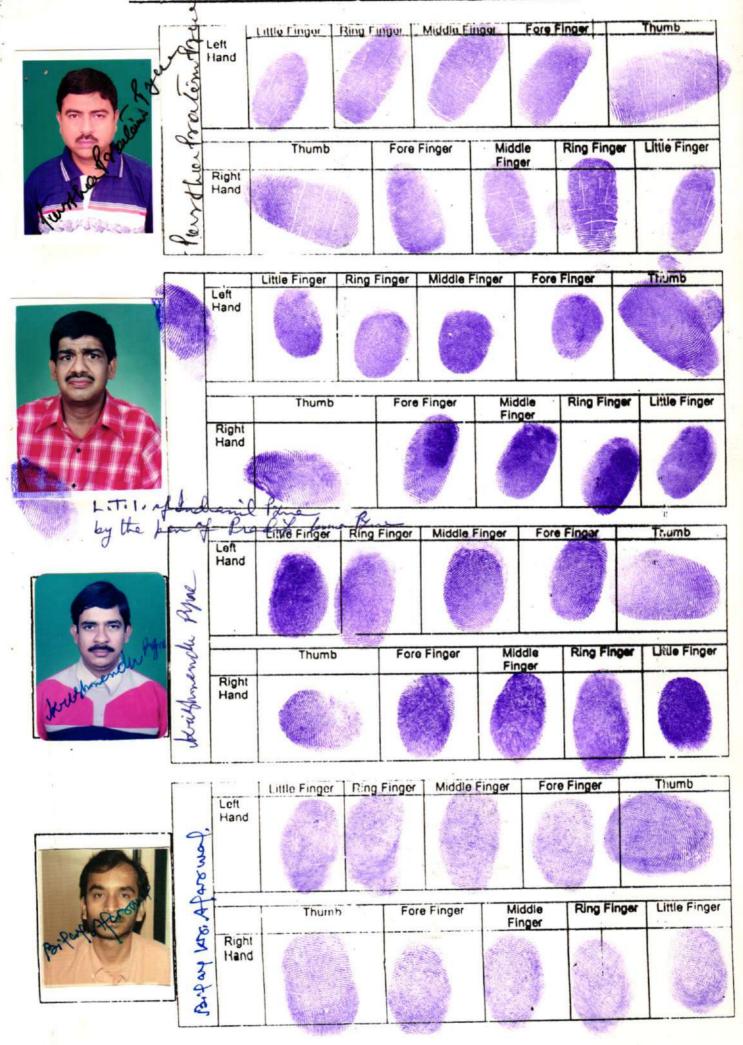
Little Finger | Ring Finger | Middle Finger | Fore Finger



	Little Finger	Ring Finger	Middle F	inger	Fore Fi	nger		Thumb	
Left Hand								MAY	
Right	Thumb	Fore	Finger	Midd Finge		ling Fir	nger	Little Finge	
Hand					3				



## SPECIMEN FORM FOR TEN FINGERPRINTS



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MANER and Rogistras of Assessment &

PLAN OF PREMISES NOS. 81,81/1 & 81/2, MAHAR SHI DEBENDRA ROAD. KOLKATA-700006. SCALE 16 FT = 1" INCH. AREA: - 3K. 8CH. 6 SFT. PRE . NO. 1/4, DUTT PARA LANE. PRE. NO. 80/2, MAHAR SHI DEBENDRA. ROAD. ? I NO. 81, (LOW) 6 5 c. I. S . OPEN NO. 81/1. 4 5 No. 81/2. 2 PRE. NO. 81/3, MAHARSHI DEBENDRA ROAD. 0 Kortick dand do Frem chand Tynes MAHARSHI DEBENDRA ROAD. Sukumarpyne - Gradif hum 12 L.T. I. of Indiamil for -Fautang Py Agustam Plfu Linniscon Pin-· Sandif hyre. Partha Poralin Pycer britmenche fore CONSULTING ENGINEERS 12.0LD POST OFFICE ST. hibrerasis Pourikern stir los Adv. Cal. Dilanall Den, KOLKATA-I.

OF VALASI PREMISES NOT BY SINE BILL MANIAR SHI DEBENDRA ROAD, KOLKATA- 700006. BCALETE FT + 1"YNCH AREAL SK, BCH GSFT PRE NEI/4, DUTT PARALANE PRE NO. BOLZ MARRE SWI DEGENORE OROS Mc. BI. 7 (4001) d 9.3.2.6 Ne. Stir. M TE 4 SUB SY Ó ARE, NO. 81/3, MAYAKET 17 AROMBESO 0 THE SHARE SECTIONAL BENDRA ROAD Sackerman Prac and property Key Free / Lit. AD DOWN LINES Philippin Authorities A. L. CHANDMA BAC Kongolan Topolina MUSH WELLS AND CONSOLTING ENGINEERS in, or o nesseeries at, , LATAH SEA 



DATED THIS DAY OF APRIL, 2004

BETWEEN

KARTICK CHANDRA PYNE & ORS.

**VENDORS** 

AND

BIJAY KUMAR AGARWAL PURCHASER

DEED OF CONVEYANCE

Drafted by: TAPAS KUMAR KUNDU

of Asserted September 1

Advocate Bar Association, Room No.12, High Court, Calcutta.