

9669/2023

I-8478/23



7-108-11  
7-108-11  
21/6/23

पश्चिम बंगाल WEST BENGAL



N 577454

21549204/23

21545344/23

Additional Registrar of Assurances  
Kolkata

Certified that the Document is admitted to  
Registration. The Signature Sheet and the  
endorsement are the part of this document.

Additional Registrar  
of Assurances II

23 JUN 2023

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 21<sup>st</sup> day of June,  
2023 (Two Thousand Twenty Three).

BETWEEN

1840  
250/-  
260/-

16 JUN 2023

16862  
NO. \_\_\_\_\_ DATE \_\_\_\_\_  
SOLD TO Sri Tapeendra Nath Banerjee  
ADDRESS 145/A/2 South Sixth Road & Co  
RS. 500/- Kol-52

CODE NO. (1087)  
LICENCED NO.  
20 & 20A / 1973

ANJUSHREE BANERJEE  
L. S. VENDOR (O.S.)  
HIGH COURT, KOLKATA-700 001

Tapeendra Nath Banerjee



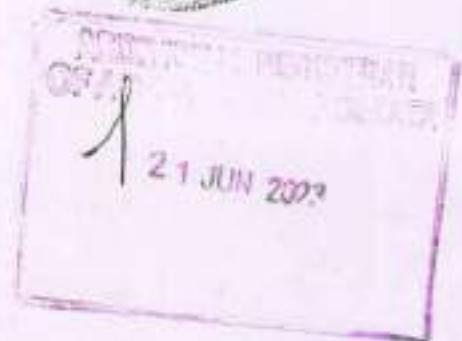
5705

16 JUN 2023

Tapeendra Nath Banerjee



Sivanath Dey  
Advocate  
High Court, Calcutta  
Son of Late Biswanath Dey  
Enrol. No.: WB-288/1999





Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



190620232010275299

GRIPS Payment Detail

|                   |                    |                     |                     |
|-------------------|--------------------|---------------------|---------------------|
| GRIPS Payment ID: | 190620232010275299 | Payment Init. Date: | 19/06/2023 10:53:45 |
| Total Amount:     | 2417534            | No of GRN:          | 1                   |
| Bank/Gateway:     | HDFC Bank          | Payment Mode:       | Online Payment      |
| BRN:              | 59111365           | BRN Date:           | 19/06/2023 10:54:26 |
| Payment Status:   | Successful         | Payment Init. From: | GRIPS Portal        |

Depositor Details

Depositor's Name: DIBANATH DEY  
Mobile: 9830392499

Payment(GRN) Details

| Sl. No. | GRN                | Department                                  | Amount (₹) |
|---------|--------------------|---|------------|
| 1       | 192023240102753001 | Directorate of Registration & Stamp Revenue | 2417534    |
| Total   |                    |   | 2417534    |

IN WORDS: TWENTY FOUR LAKH SEVENTEEN THOUSAND FIVE HUNDRED THIRTY FOUR ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.







Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240102753001

GRN Details

|                        |                     |                     |                     |
|------------------------|---------------------|---------------------|---------------------|
| GRN:                   | 192023240102753001  | Payment Mode:       | Online Payment      |
| GRN Date:              | 19/06/2023 10:53:45 | Bank/Gateway:       | HDFC Bank           |
| BRN :                  | 59111365            | BRN Date:           | 19/06/2023 10:54:26 |
| GRIPS Payment ID:      | 190620232010275299  | Payment Init. Date: | 19/06/2023 10:53:45 |
| Payment Status:        | Successful          | Payment Ref. No:    | 2001545344/24/2023  |
| [Query No*/Query Year] |                     |                     |                     |

Depositor Details

|                           |  |
|---------------------------|--|
| Depositor's Name:         | DIBANATH DEY                                     |
| Address:                  | High Court Calcutta Kolkata, West Bengal, 700001 |
| Mobile:                   | 9830392499                                       |
| Depositor Status:         | Advocate   |
| Query No:                 | 2001545344                                       |
| Applicant's Name:         | Mr Dibanath Dey                                  |
| Identification No:        | 2001545344/24/2023                               |
| Remarks:                  | Sale, Sale Document Payment No 24                |
| Period From (dd/mm/yyyy): | 19/06/2023                                       |
| Period To (dd/mm/yyyy):   | 19/06/2023                                       |

Payment Details

| Sl. No. | Payment Ref No     | Head of A/C<br>Description               | Head of A/C        | Amount (₹) |
|---------|--------------------|--|--------------------|------------|
| 1       | 2001545344/24/2023 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 2014520    |
| 2       | 2001545344/24/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 403014     |
| Total   |                    |  |                    | 2417534    |

IN WORDS: TWENTY FOUR LAKH SEVENTEEN THOUSAND FIVE HUNDRED THIRTY FOUR ONLY.

PAID

**"GOPESWAR DUTT FREE SCHOOL"** (PAN - AABTG7573M) a Registered Charitable Trust, having its registered office at 57A, Barrackpore Trunk Road, Police Station and Post Office - Sinthi, Kolkata - 700002, District - 24 Parganas (North) represented by its Trustees **(1) SRI PASHUPATI ROY** (PAN - ACOPR2142J, Aadhaar No. 9091 3321 9593 and Phone No. 9903305860) son of Late Gokul Kishore Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Landlord, residing at No. 2A, Gopal Chandra Lane, Kolkata - 700012, Police Station and Post Office - Bowbazar; **(2) SRI SUVODIP SEN** (PAN - FSWPS2672P; Aadhaar No. 7914 6988 8696 and Ph. No. - 9163912625) son of Sri Samar Sen, by faith - Hindu, by Nationality - Indian, by Occupation - Landlord, residing at No. 152, Nimu Goswami Lane, Hatkhola, Kolkata - 700005, Post Office - Hatkhola and Police Station - Jorabagan; **(3) SRI ABHIK KUMAR DUTT** (PAN - ACMPD5973H; Aadhaar No. - 3910 7441 7247 and Mobile No. - 9830130630), son of Late Sudhir Lal Dutt, by faith - Hindu, by Nationality - Indian, by Occupation - Lawyer, residing at Chitra Apartment, 121/2, Mordecai Lane, Flat No. - D; 2nd Floor; Kolkata - 700074, Post Office and Police Station - Dum Dum and **(4) SRI RAJ SEKHAR ROY** (PAN - ADHPR5672B; Aadhaar No. - 5759 5586 9134 and Mobile No. - 9432138397) son of Late Biswanath Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Landlord, residing at No. 29B, Barrackpore Trunk
















Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata






Signature / LTI Sheet of Query No/Year 19022001545344/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant   | Category  | Photo   | Finger Print  | Signature with date  |
|--------|---|---|---|---|--|
| 1      | Shri Pashupati Roy 2A, Gopal Chandra Lane, City:- Kolkata, P.O:- Bowbazar, P.S:- Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700012             | Representative of Seller<br>[Gopeswar Dutt Free School] |    | <br>5706   | <br>21.6.2023   |
| 2      | Shri Suvodip Sen 152, Nimu Goswami Lane, City:- Kolkata, P.O:- Hatkhola, P.S:- Jorabagan, District:- Kolkata, West Bengal, India, PIN:- 700005              | Representative of Seller<br>[Gopeswar Dutt Free School] |   | <br>5707 | <br>21.6.2023 |
| 3      | Shri Abhik Kumar Dutt 121/2, Mordecai Lane, Flat No: D, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 | Representative of Seller<br>[Gopeswar Dutt Free School] |  | <br>5708 | <br>21/6/23   |



I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant   | Category   | Photo   | Finger Print  | Signature with date                    |
|--------|---|--|---|---|--|
| 4      | Shri Raj Sekhar Roy<br>29B, Barrackpore Trunk Road, City:-, P.O:-<br>Cossipore, P.S:-<br>Cossipur, District:-North<br>24-Parganas, West<br>Bengal, India, PIN:-<br>700002   | Represent<br>ative of<br>Seller<br>[Gopesw<br>r Dutt Free<br>School] |    | 5709<br>   | Raj Sekhar Roy<br>21/6/23              |
| 5      | Shri Tapendranath<br>Banerjee 145/A/2, South<br>Sinthee Road, City:-,<br>P.O:- Sinthi, P.S:-Sinthi,<br>District:-North 24-<br>Parganas, West Bengal,<br>India, PIN:- 700050 | Buyer  |    | 5705<br>   | Tapendranath<br>Banerjee<br>21/06/2023 |
| 6      | Shri Arindam Banerjee<br>145A, South Sinthee<br>Road, City:-, P.O:-<br>Sinthi, P.S:-Sinthi,<br>District:-North 24-<br>Parganas, West Bengal,<br>India, PIN:- 700050         | Buyer  |   | 5710<br> | Arindam Banerjee<br>21.06.2023         |
| 7      | Shri Tirthankar Banerjee<br>145A/2, South Sinthee<br>Road, City:-, P.O:-<br>Sinthi, P.S:-Sinthi,<br>District:-North 24-<br>Parganas, West Bengal,<br>India, PIN:- 700050    | Buyer  |  | 5711<br> | Tirthankar<br>Banerjee<br>21.06.23     |



| Sl No. | Name and Address of identifier   | Identifier of  | Print   | Signature with date                                    |
|--------|--|--|---|--|
| 1      | Dibanath Dey<br>Son of Late<br>Biswanath Dey<br>High Court Calcutta.<br>City:- Kolkata, P.O:-<br>GPO, P.S:-Hare<br>Street, District:-<br>Kolkata, West<br>Bengal, India, PIN:-<br>700001 | Shri Pashupati Roy, Shri Suvodip<br>Sen, Shri Abhik Kumar Dutt, Shri<br>Raj Sekhar Roy, Shri<br>Tapendranath Banerjee, Shri<br>Arindam Banerjee, Shri Tirthankar<br>Banerjee | <br> | <i>SPD</i><br><i>Dibanath Dey</i><br><i>21/06/2023</i> |

(Satyajit Biswas)

ADDITIONAL REGISTRAR  
OF ASSURANCE

OFFICE OF THE A.R.A. -  
II KOLKATA

Kolkata, West Bengal

Road, Cossipore, Kolkata - 700002, Post Office and Police Station - Cossipore, the name of the aforesaid trustees has reflected from the last Deed of Appointment of new trustees and the said deed was registered with the office of Additional Registrar of Assurance - III, Kolkata and the same has been recorded in Book No-IV, Volume no - 1903 to 2021, pages from 18161 to 18191 being no - 190300447 for the year 2021, hereinafter called as the "**VENDOR**" (which express shall mean and include unless excluded by or repugnant to the context of its successor or successors) of the **FIRST PART**.

**AND**

**(1) SRI TAPENDRANATH BANERJEE** (PAN - ADFPB4057N, Aadhaar No. 9648 9264 6603 and Mobile No. 9903025637) son of Late Rajendra Nath Banerjee, by faith - Hindu, by Nationality - Indian, by Occupation - Businessman, residing at No. 145/A/2, South Sinthi Road, Kolkata - 700050, Post Office and Police Station - Sinthi, **(2) SRI ARINDAM BANERJEE** (PAN - AFSPB4259D; Aadhaar No. 9608 8727 3908 and Mobile No. - 9231963076) son of Sri Dipendra Nath Banerjee, by faith - Hindu, by Nationality - Indian, by Occupation - Businessman, residing at No. 145A, South Sinthi Road, Kolkata - 700050, Post Office and Police Station - Sinthi And **(3) SRI TIRTHANKAR BANERJEE** (PAN - BIJPB4015N Aadhaar No.- 4184 9664 0314 and Mobile No. - 9903976509) son





of Sri Tapendra Nath Banerjee, by faith - Hindu, by Nationality - Indian, by Occupation - Businessman, residing at No. 145 A/2, South Sinthi Road, Kolkata - 700050, P.O. and P.S. - Sinthi, hereinafter referred to as the "**PURCHASERS**" (which express shall mean and include unless excluded by or repugnant to the context of their legal heir or heirs, executor or executors and assigns) of the

**SECOND PART.**

**WHEREAS** one Gopeswar Dutt during his lifetime made and published his Last Will and Testament dated 24<sup>th</sup> June, 1909 in Bengali language and he bequeathed all his properties movable and immovable to his wife namely, Smt. Jarat Kumari Dassi.

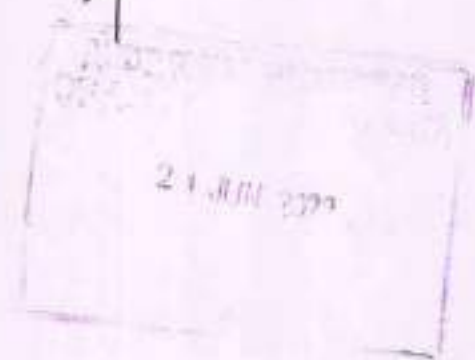
**AND WHEREAS** the said Gopeswar Dutt died on 27<sup>th</sup> June, 1909 leaving behind his wife namely, Smt. Jarat Kumari Dassi as his sole legal heir and representative and thereafter the said Jarat Kumari Dassi filed an application before the Hon'ble High Court at Calcutta for obtaining Probate and subsequently by the order dated 18<sup>th</sup> July, 1911 the Hon'ble Court granted the Probate in favour of said Smt. Jarat Kumari Dassi.

**AND WHEREAS** the said Smt. Jarat Kumari Dassi, a Hindu lady with a pious desire and intention by a Registered Deed of Trust executed by her on December 03, 1924 appointed five Trustees





1



named therein and transferred and vested a portion of Premises No. 57, Barrackpore Trunk Road, Kolkata - 700002 (subsequently numbered as 57B & C, B.T. Road, Kolkata) and the premises No. 7, Little Russel Street, Kolkata with the provisions that  $1/3^{\text{rd}}$  of the rents issues and profits of the said premises No. 7, Russel Street, Kolkata earmarked for the purpose of establishing a school and for affording facilities for imparting free education to the poor students in the neighbourhood of the South Sinthi, Cossipore and Baranagar area and named the school as "Gopeswar Dutt School" after the name of her deceased husband, Gopeswar Dutt and Trustees so appointed consented thereto and laid down the terms and conditions to be followed by the Trustees for the proper management and running of the school.

**AND WHEREAS** the said Deed of Trust was registered within the office of the Registrar of Calcutta and the said deed has been recorded in Book - I, Volume No. 139, Pages from 280 to 286, being No. 5325 for the year 1924.

**AND WHEREAS** the said "Gopeswar Dutt School" was started at the said premises No. 57B & C, Barrackpore Trunk Road, Kolkata. The Headmaster, Teachers and other staffs were duly appointed by the Trustees. Students were admitted to the school in different classes





according to merits, gradually number of students increased and at all material times there had been substantial number of students.

**AND WHEREAS** in accordance with the wish of the settlor the said school was affiliated to the then University of Calcutta upto matriculation and now upto Madhyamik level.

**AND WHEREAS** thereafter three of the Trustees of the said Trust died and out of two continuing Trustees, one Trustee tendered resignation and the other Trustee was unwilling to act. Thereupon Smt. Jarat Kumari Dassi, the Settlor filed a suit in the Hon'ble High Court at Calcutta being Suit No. 1788 of 1935 (Jarat Coomaree Dassi -Vs.- Sushil Chandra Chatterjee & Others) against the surviving Trustees under Section 92 of the Civil Procedure Code, 1908, interalia, for appointment of new Trustees, alteration of the name of the school from "Gopeswar Dutt School" to "Gopeswar Dutt Free School", addition of further properties being moveable and immovable to the trust, such as landed property of Premises No. 57, Barrackpore Trunk Road, Kolkata - 700002 framing of scheme for management and for other reliefs as mentioned in the plaint filed in the suit.

**AND WHEREAS** the said suit was decreed by the Hon'ble High Court at Calcutta by a judgement and order dated January 31,





1936 and a scheme of management of the said school was framed and official trustee was appointed as the sole trustee of the said Trust.

**AND WHEREAS** pursuant to the judgement and order dated January 31, 1936 an Indenture dated December 11, 1936 was made by Smt. Jarat Kumari Dassi, the settlor of the one part and the Official Trustee of Bengal of the other part wherein the settlor donated remaining portion of 57, B.T. Road Four Bighas of land included in the earlier Deed of Trust dated December 03, 1924 and also donated some Government Promissory Notes as stated therein.

**AND WHEREAS** the said Jarat Kumari Dassi executed another registered Deed of Trust dated 14<sup>th</sup> July, 1945 wherein she installed a deity by the name of Sree Sree Radha Raman Jew in her dwelling house being Premises No. 57A, Barrackpore Trunk Road and the Trust properties mentioned therein.

**AND WHEREAS** the said Deed of Trust was registered with the office of the Sub-Registrar, Cossipore, Dum Dum and the same has been recorded in Book No-I, Volume No-31, Pages 32 to 41 being No-1649 for the year 1945.





**AND WHEREAS** in the year 1974 some of the heirs of the Settlor instituted a suit in this Hon'ble Court against the Trustees being Suit No. 309 of 1974 (Prayag Chand Roy & Others -Vs.- Birendra Narayan Roy & Others) claiming interalia, for their appointment as Trustees of the said Trust in terms of the Will of the Settlor. In the said Suit No. 309 of 1974, Sri Pashupati Roy, made an application for appointment of a Receiver over the properties belonging to the said Trust. Meanwhile in or about 1974, some of the Teachers of the said school made an application before the Hon'ble High Court at Calcutta being Matter No. 177 of 1974 (Gopeswar Dutt Free School & Another -Vs.- Official Trustee of West Bengal & Others), interalia, claiming arrears of salaries. After hearing the said application the Hon'ble Court by a judgment and order pleased to appoint a committee and gave directions for payment of teacher's salary. Mr. Gour Roy Choudhury, a member of the Bar was appointed as the Chairman of the New Committee. Sri Pashupati Roy and Kashi Nath Roy, since deceased were appointed as its members.

**AND WHEREAS** the aforesaid School namely Gopeswar Dutt Free School is running at premises No. 57B, B. T. Road and the adjacent School ground area more or less 3 Bighas of land along with structure situated at premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata- 700 002.





**AND WHEREAS** the said premises 57C, Barrackpore Trunk Road, Kolkata - 700002 is wrongly mutated in the name of Estate of Jarat Kumari Dassi Radha Kishore Madhab Kishore Madan Kishore Roy Trustees shebaita to Sree Sree Radha Raman Jew with the Kolkata Municipal Corporation being **Assessee No. 110020100151** which was created during July 1945 and duly mutated against Premises No 57A B.T.Road (now renumbered as 57A/5, Barrackpore Trunk Road, Kolkata vide Assessee No 11-002-01-0311-5 in place of correct name as "GOPESWAR DUTT FREE SCHOOL" (PAN - AABTG7573M) a Registered Charitable Trust, which was created during December 1936 which is much earlier than the Trust Deed of 1945 as referred to above and as such K.M.C. record required to be corrected beforehand for effecting Mutation/Separation in favour of proposed Purchasers following the guideline and direction of Honourable High Court and paying taxes by the trustees, hereinafter referred to as the "entire property" and morefully described in the First Schedule written hereunder.

**AND WHEREAS** due to non-availability of funds the Managing Committee was unable to pay the salaries of the teaching and non-teaching staffs for quite some time. In such circumstances the Managing Committee filed an application being G.A. No. 647 of 2011 in ACR No. 2 of 2010 praying for orders, interalia, for sale of a





portion of vacant land situated at 57C, Barrackpore Trunk Road, Kolkata and discharge of the Official Trustee and the Chairman of the Managing Committee. After hearing the Hon'ble Court by an order dated November 02, 2011 was pleased to discharge the Official Trustee of West Bengal from acting as such Trustee of the said Trust and directed him to hand over the assets to Sri Pashupati Roy, a trustee and a member of the Managing Committee appointed by the Hon'ble Court. Gour Roy Chowdhury, the Chairman of the Managing Committee was also discharged by the same order of the Hon'ble Court.

**AND WHEREAS** Sri Pashupati Roy, the Continuing Trustee No.1 is desirous of appointing the New Trustees for the Constitution of a Board of Trustees of the said school as per the provisions laid down in the Deed of Trust dated December 03, 1924 as amended by the Deed of Trust dated December 11, 1936, for the purpose of administration and management of the said School.

**AND WHEREAS** due to paucity of funds, the Board of Trustees of the said trust had decided to sell two bighas of land of the East portion, out of First Schedule property, of the premises No. 57C, Barrackpore Trunk Road, Kolkata. Accordingly the four Trustees Sri Paashupati Roy, Sri Chira Ranjan Addy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt jointly filed an application under Section 7 of the





Charitable and Religious Trust Act, 1920 praying, inter alia, to sell two bighas of land to the East portion of Premises No. 57C, Barrackpore Trunk Road, Kolkata along with other reliefs before the Hon'ble High Court at Calcutta which is registered being ACR No. 2 of 2014.

**AND WHEREAS** during pendency of the application the said Chira Ranjan Addy, one of the Trustees have died and Sri Suvodip Sen is inducted by virtue of a registered Deed of Appointment of a New Trustee dated April 09, 2021 by the continuing three trustees viz. Sri Pashupati Roy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt.

**AND WHEREAS** as per the direction of the Hon'ble High Court, Calcutta, the Learned Advocate/receiver made an advertisement published in the daily newspapers namely, Bartaman and The Statesman dated July 21, 2022 inviting offer for sale of two bighas of land following prescribed guide line and procedure. After such advertisement the present purchasers alongwith another group of purchasers became willing to purchase the entire two bighas of land to the eastern portion of 57C, B.T.Road, Kolkata.

**AND WHEREAS** by an order dated May 15, 2023 finally the Hon'ble High Court at Calcutta has pleased to pass an order for sell of two bighas i.e. forty kathas of land from the First Schedule property.



The present purchasers are directed to purchase 20 (twenty) cottahs of land and remaining 20 (twenty) Kathas of land are directed to purchase by two sets of purchasers namely, (1) M/s Aryan Enterprises and NDBD Creation, a partnership firm being represented by Sri Buddhadev Das, (2) Sri Amit Kumar Das, Sri Bachhulal Pakhira, Sri Lakhsman Das, Sri Narayan Das, Sri Soumen Mondal and Sri Dibyendu Roy within a period of four weeks from the date of the said order. Thereafter the Vendors/Trustees are directed to execute and register the Deed of Conveyance in favour of the Purchasers within the following four weeks.

**AND WHEREAS** as per direction of the Hon'ble High Court Calcutta the purchasers herein agreed to purchase ALL THAT piece and parcel of homestead land measuring about 20 Cottahs more or less along with one storied structure with tin shed measuring about 1,250 sq. ft. from the eastern side of First Schedule Property being premises No. 57C, Barrackpore Trunk Road, Kolkata- 700002, hereinafter referred to as the "said property" and morefully described in the Schedule written hereunder and delineated in the map/plan attached therewith.

**AND WHEREAS** the Purchasers herein duly paid the entire consideration amount as per the direction of the Hon'ble Court.





**AND WHEREAS** at or before execution of this Deed of Conveyance the Purchasers have inspected the premises and as to the title of the Vendor. The Purchasers shall have no right over and in respect of any other parts or portions of the said Premises which shall continue to remain the absolute property of the Vendor or any person authorized by it.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

That in pursuance of the order of the Hon'ble High Court at Calcutta dated May 15, 2023 passed by the Hon'ble Justice Krishna Rao in I.A./G.A. No. 10 of 2023 arising out of A.C.R. No. 2 of 2014 (In the matter of Pashupati Roy & Others) aforesaid and in consideration of a sum of Rs. 4 Crores (Rupees Four Crores) only paid by the Purchasers to the Vendors/Trustees on behalf of the said "Gopeswar Dutt Free School" as per the terms of the said order dated May 15, 2023 (the receipt whereof the Vendors doth hereby admit and acknowledge and of and from the same release and discharge the Purchasers in the said property absolutely and forever), the Vendor/Trustees doth hereby grant, convey, transfer, assign and assure on behalf of "Gopeswar Dutt Free School" (hereinafter referred to as "the said Trust") unto the Purchasers ALL THAT piece and parcel of land measuring 20 (Twenty) Cottahs along





with one storied tin shed structures measuring about 1250 sq. ft. more or less at Premises No. 57C, Barrackpore Trunk Road, Kolkata - 700002, Police Station - Sinthi, Ward No. 02 within Kolkata Municipal Corporation and has fully described in Second Schedule hereunder called the said property OR WHOMSOEVER OTHERWISE the said premises and hereditament thereto or any part thereof now are or is or heretofore were or was situate butted bounded called known numbered described and/or distinguished TOGETHER WITH corresponding shares in all areas, sewers, drains, water courses, lights, rights, liberties, easements and premises belonging or in anywise appertaining to or held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND all the estates, rights, title, claim, interest and demand whatsoever of the said Trust into or upon the said land or any part thereof TO HAVE AND TO HOLD the said land hereditament and premises hereto granted or expressed so to be unto and to the use of the Purchasers free from all encumbrances according to the true tenure and nature thereof AND the Vendor/Trustees on behalf of the said Trust do hereby covenant with the Purchasers that NOTWITHSTANDING any act deed or thing by the Vendor/Trustees of the said Trust or executed or knowingly suffered to the contrary the Vendor/Trustees of the said Trust are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to



the said land hereditament hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance within any manner or conditions use trust or thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor/Trustees of the said Trust has good right and perfect title to sell the said land hereditament and premise hereby granted or expressed so to be unto and to the use of the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditament and received the rents, issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendor/Trustees or the said Trust or any person or persons lawfully or equitably claiming from under or in trust from them or from under any of its successors in interest AND THAT free from all encumbrances whatsoever made or suffered by the Vendor/Trustees of the said Trust as aforesaid or any of its successors in title or any person lawfully or equitably claiming as aforesaid AND FURTHER that the Vendor/Trustees of the said Trust and all persons having lawfully and/or equitably claiming any estate or interest in the said land hereditament and premises or any of them or any part thereof from under or in trust from them the Vendor/Trustees or the said Trust or from or under any of its successors in interest shall and will from time to time and





at all such acts deeds and things whatsoever from further and more perfectly assuring the said property and hereditament and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

**AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASERS** as follows:-

- (i) THAT notwithstanding any act deed or matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- (ii) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Land Appurtenant Thereto hereby sold conveyed transferred or expressed so





to be unto and to the use of the Purchasers in the matter aforesaid.

- (iii) THAT the said land sold granted and conveyed or expressed or intended so to be is now free from all claims, demands, mortgages, prohibitions, acquisitions, requisitions, I.T. Attachments, Financial Charges, and liabilities whatsoever and howsoever encumbrances, liens, attachments, lis-pendens debuttar or trusts made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.
- (iv) THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter upon and exclusively hold possess and enjoy the said land and may receive all rents issues and profits thereof if any for their own use and benefit without any lawful eviction interruption claims or demands whatsoever from and/or by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- (v) THAT the Purchasers shall be freed cleared and absolutely acquitted exonerated and/or otherwise discharge well and



sufficiently saved defended and kept harmless and indemnified of and from and against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

(vi) AND FURTHER THAT the Vendor and all persons having or lawfully or equitable claiming any estate or interest in the said land and hereditament or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said land and hereditament and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.

(vii) That the Vendor has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said land hereby granted





transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- (viii) That the Purchasers herein shall have the right to transfer sell lease gift bequeath by will or mortgage etc. without interruption claim and demanded whatsoever from or by the Vendors or any person or persons having or lawfully and equitably claiming estate right title interest whatsoever from under or in trust of the vendor herein.
- (ix) That the Vendor herein shall not do anything or make any grant or term whereby the rights or the Purchasers herein hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchasers as herein contained.
- (x) That the Vendor herein doth hereby declare that there are no outstanding dues as on execution of this deed imposed by any statutory body/authorities in respect of the said land and if found the Vendor herein shall pay the same and make good impositions of penalties if any.
- (xi) That the Vendor and the Purchasers both further declare that if after execution of this deed if it appears that there





are some clerical errors in any portion of the deed and or unintentional commission or omission in dealing with the different aspects which will lead to some conflict and is contrary to the object and if the Vendor or the Purchasers herein so desire to execute deed of clarification/rectification at the cost of the party require such clarification/rectification the Vendor and the Purchasers herein shall co-operate.

**AND THE PURCHASERS DOTH HEREBY CONVENANT WITH THE VENDOR** as follows:-

- (i) That the right of the Purchasers shall remain restricted to the purchase land.
- (ii) That the Purchasers shall not be entitled to claim any right over and in respect of the other parts and portions of the said Premises.
- (iii) The Purchasers hereby agree to use and enjoy the said land at the said Premises more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written.



**AND THE PURCHASERS HEREBY COVENANTS FURTHER WITH  
THE VENDOR as follows:-**

- (i) THAT the Purchasers deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user of the said land set forth in the FIRST SCHEDULE hereunder written.
- (ii) THAT the Purchasers shall immediately after execution of these presents at their cost shall apply for obtaining mutation of their names as the owner and/or person liable to pay tax and until the said land is not separately assessed the Purchasers shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said Premises without raising any objection whatsoever.
- (iii) THAT the Purchasers shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, water tax, drainage tax, GST if any, and other levies impositions and outgoings whatsoever and howsoever which may from time to time be imposed or





become payable in respect of the said land as a whole until the mutation is effected in the name of the Purchasers.

### **DISCLOSURE**

At or before execution of this indenture the Purchasers admit and acknowledge the following and shall not raise any claim/queries whatsoever after execution of these present and that they -

- (i) have inspected the said land and the entirety of the said Premises;
- (ii) have satisfied themselves as to the legality of the said Premises and the said Unit.

### **POSSESSION**

It is hereby confirmed recorded and declared that the Purchasers have been put in possession of the said land on this the date of execution of these presents.

### **SEVERANCE**

If any term of indenture, in whole or in part, is held to be illegal and/or unenforceable either in the eye of law or otherwise then and in that event the same shall be deemed not to form part of this Deed and the enforceability of the remaining terms and conditions contained in this Deed shall not be effected.





**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of one storied tin shed structure measuring about 2500 sq. ft. together with homestead land measuring about 3 (three) Bighas situated at premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, Ward No. 002, under the Kolkata Municipal Corporation, being **Assessee No. 110020100151**, District 24-Parganas (North), is butted and bounded as follows:

- ON THE NORTH : 30 feet wide K.M.C Road.
- ON THE SOUTH : Premises no. 57/4, B.T.Road, Kolkata.
- ON THE EAST : 12 ft. wide Ganapati Sur Sarani.
- ON THE WEST : Premises no.57B, B.T.Road, Kolkata.



**THE SECOND SCHEDULE ABOVE REFERRED TO****(Description of Saleable Property)**

ALL THAT piece and parcel of one storied Tin Shed structure measuring about 1250 sq. ft. together with homestead land measuring about 20 (twenty) Cottahs from the Eastern side of the First Schedule property, which is delineated in the attached **PLAN/MAP** and border in **RED** ink, which is also a part of this **Deed**, situated at Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, Ward No. 002, under the Kolkata Municipal Corporation, District 24-Parganas (North), is butted and bounded as follows:

- ON THE NORTH : 30 feet wide K.M.C Road.
- ON THE SOUTH : Premises no. 57/4, B.T.Road, Kolkata.
- ON THE EAST : 12 ft. wide Ganapati Sur Sarani.
- ON THE WEST : Land of Gopeswar Dutt Free School of  
57/C, B.T.Road, Kolkata.





IN WITNESS WHEREOF the Vendor/Trustees have set and subscribed its hands on the date month and year first above written.

SIGNED, SEALED and DELIVERED

by the Vendor/Trustees at Kolkata.

In premises of:

1. ARUNASISH ROY  
29A, B.T. Road, Kolkata - 700002

For GOPESWAR DUTT FREE SCHOOL

*Asish Pali Roy*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Suvodip Sen*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Abhikumar Sen*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Rajsharan Roy*

Trustee

Vendor/Trustees

2. Pallavi Pain  
18, Old Post Office Street,  
Kolkata - 700001.

*Tatendra Nath Banerjee*  
*Arindam Banerjee*  
*Sankar Banerjee*

- 3) Kaptankh Ch. Nanna  
58/2, Kaptankh Ch. Nanna Rd.  
Kolkata - 700036

Purchasers

Drafted by me,

*Dibbanath Dey*  
(Dibbanath Dey)

Advocate

Enroll. No. WB-288/1999





### Memo of Consideration

RECEIVED from the within named Purchasers the within mentioned sum of Rs. 4,00,00,000/- (Rupees Four Crores) only being the consideration money paid in full as per memo below:-

| Sl. No.      | UTR/Draft No.                  | Date       | Bank                 | Amount               |
|--------------|--------------------------------|------------|----------------------|----------------------|
| 1.           | 728390 (Draft)                 | 10.03.2023 | Union Bank           | 4,00,000/-           |
| 2.           | PUNBH2316945690 (RTGS)         | 14.06.2023 | Do                   | 74,25,000/-          |
| 3.           | PUNBH2316594385 3 (RTGS)       | 14.06.2023 | Do                   | 49,50,000/-          |
| 4.           | BDBLR5202306140 0003124 (RTGS) | 14.06.2023 | Bandhan Bank         | 49,50,000/-          |
| 5.           | UBINH23165290593 (RTGS)        | 14.06.2023 | Union Bank           | 1,00,00,000/-        |
| 6.           | PUNBH2316620404 6 (RTGS)       | 15.06.2023 | Punjab National Bank | 74,25,000/-          |
| 7.           | NBINH23166360634 (RTGS)        | 15.06.2023 | Union Bank           | 44,50,000/-          |
| Total        |                                |            |                      | 3,96,00,000/-        |
| Add TDS      |                                |            |                      | 4,00,000/-           |
| <b>Total</b> |                                |            |                      | <b>4,00,00,000/-</b> |

(Rupees Four Crores Only)

#### WITNESSES:

1. Anunasisa Roy  
29B, A.T. Road Kolkata - 700002

2. Pallavi Pain  
1B, Old Post Office Street,  
Kolkata - 700001.

3) Karishma Chandra  
58/2, Kashi Nathi Park Rd.  
Kolkata - 700036

For GOPESWAR DUTT FREE SCHOOL

*Rashmi Pat. Roy*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Surendra Sen.*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Abhinav Kumar*

Trustee

For GOPESWAR DUTT FREE SCHOOL

*Rajshree Narayan*

Trustee

**For the Vendor**



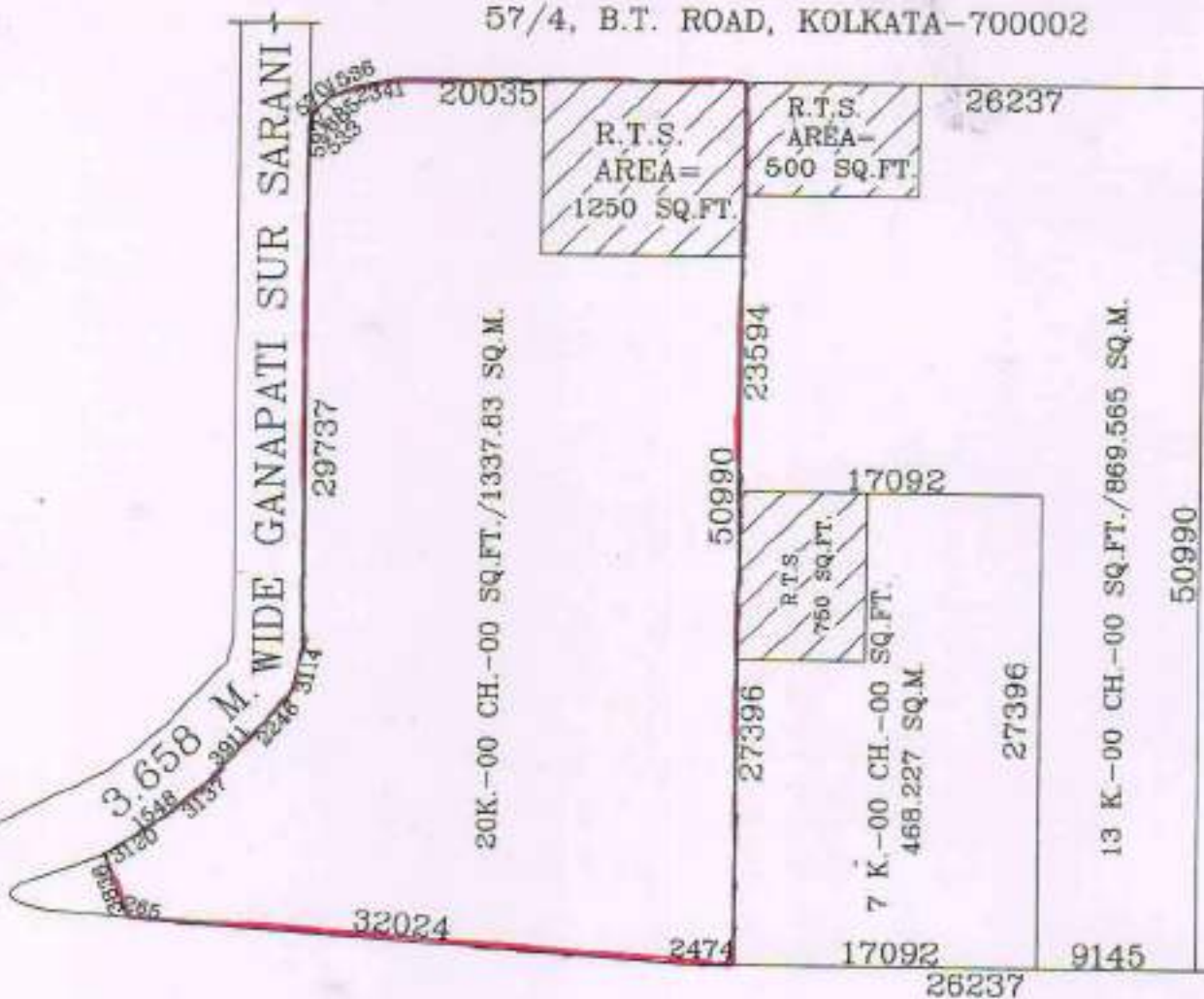


E PLAN AT PREMISES NO.-57 C, B.T. ROAD, KOLKATA-700002, P.S.-: SINTHEE,  
RD NO-002, BOROUGH NO- 1, UNDER KOLKATA MUNICIPAL CORPORATION.

AREA OF LAND= 20 K.-00 CH.- 00 SQ.FT./1337.83 SQ.M.



D.K.B. GREEN APARTMENT  
57/4, B.T. ROAD, KOLKATA-700002



57 C, B.T. ROAD  
GOPESWAR DUTT FREE SCHOOL PLAY GROUND

For GOPESWAR DUTT FREE SCHOOL

*Prabhat Roy*  
Trustee

SITE PLAN  
SCALE: 1:400

For GOPESWAR DUTT FREE SCHOOL

*Rejishan Chakraborty*  
Trustee

For GOPESWAR DUTT FREE SCHOOL

*Suvodip Sen*  
Trustee

*Tatay Lakshmi Banerjee*

For GOPESWAR DUTT FREE SCHOOL

*Abhijit Banerjee*  
Trustee

*Anirban Banerjee*

*Sankar Banerjee*

*Bablu Biswas*  
**BABLU BISWAS**

B. TECH (CIVIL), M.I.G.S.  
ENLISTED LICENSE BUILDING SURVEYOR OF  
KOLKATA MUNICIPAL CORPORATION  
LICENSE NO.-1150  
CLASS-I

SIG. OF VENDOR

SIG. OF PURCHASER

SIG. OF L.B.S





# SPECIMEN FORM FOR TEN FINGER PRINTS



*Pardeep Singh*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



*Sun-dip Sen*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



*Ashwini Kumar Singh*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb  |
|------------|---------------|-------------|---------------|-------------|--------|
| RIGHT HAND |               |             |               |             |        |
|            | Thumb         | Fore Finger | Middle Finger | Finger      | Finger |
| LEFT HAND  |               |             |               |             |        |





# SPECIMEN FORM FOR TEN FINGER PRINTS



*Rajkumar Ray*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



*Tatay B. B. B.*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



*Arinda B. B.*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Jithankar Banjara*

|            | Little Finger   | Ring Finger   | Middle Finger  | Fore Finger   | Thumb   |
|------------|---|---|--|---|---|
| RIGHT HAND |  |  |  |  |  |
|            | Thumb   | Fore Finger   | Middle Finger  | Ring Finger   | Little Finger   |
| LEFT HAND  |  |  |  |  |  |



|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |



|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| RIGHT HAND |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| LEFT HAND  |               |             |               |             |               |





OD-1

GA/10/2023

ACR/2/2014

IN THE HIGH COURT AT CALCUTTA  
 Ordinary Original Civil Jurisdiction  
 ORIGINAL SIDE



IN THE MATTER OF :  
 PASHUPATI ROY & ORS.

524

BEFORE :

The Hon'ble JUSTICE KRISHNA RAO

Heard On : 11.05.2023

Order On : 15.05.2023

Appearance:  
 Mr. Nirmalya Dasgupta, Adv.  
 Mr. Dihanath Dey, Adv.  
 ... For the petitioner.

ORDER

1. The petitioners have filed the present application for confirmation of sale in favour of two groups who are intending purchasers i.e. i) Sri Tapendranath Banerjee & Ors. (145 A/2, South Sinthee Road, Kolkata-700050) and ii) M/s. Arayan Enterprises Private Limited & Ors. (1<sup>st</sup> Floor, 21F, South Sinthee Road, Kolkata-700050) on a proportionate basis of 20 cottahs each to be conveyed in

P-1  
 10/12





respective names by reducing the reserve price from Rs. 25 lakhs to Rs. 20 lakhs per cottah.

2. The petitioners submits that by an order dated 14<sup>th</sup> January, 2015, this Court has accepted the amount quoted by Jayanta Chowdhury of M/s. Jayanta Chowdhury and Associates @ Rs. 25.50 lakhs per cottah for 40 cottahs of land being the highest bidder and directed the Receiver to immediately encash the demand draft of Rs. 17.60 lakhs and the balance shall be paid within a period of eight (8) weeks from date, failing which the Receiver shall invite a fresh offer.

3. As M/s Jayanta Chowdhury and Associates not being in a position to continue with the transaction and accordingly by an order dated 14<sup>th</sup> February, 2020, this Court directed the Receiver to return the entire amount to M/s Jayanta Chowdhury within a period of six (6) weeks and the petitioners were given liberty to issue a fresh advertisement inviting offers on the same terms and conditions as that of sale notice published earlier.

4. The petitioner had obtained valuation from the website of the Directorate of Registration and Stamp Revenue shows a valuation of Rs. 50,00,000/- per cottah and accordingly this Court has fixed the reserve price of Rs. 30,00,000/- per cottah.

5. The petitioners have published the sale notice in the English Newspaper "The Statesman" and in Bangla Newspaper "Bartaman" in the month of February, 2020 but no purchaser has come forward to purchase the said property. By an order dated 5<sup>th</sup> July, 2022, this Court had reduced the reserve

P.2  
S.M.





price from Rs. 30,00,000/- to Rs. 25,00,000/- and directed the Receiver to publish sale notice in English daily "The Statesman" and in Bangla daily "Bartaman".

6. In compliance of the order passed by this Court, the petitioners have published the sale notice in the English daily "The Statesmen" and Bangla daily "The Bartaman" in the month of July, 2022, fixing the reserve price of Rs. 25,00,000/- per cottah.

7. As per the advertisement made by the petitioners two intending purchasers have come forward to purchase the said plot of land in a proportionate manner of 20 cottahs each and are offering a sum of Rs. 20,00,000/- per cottah instead of Rs. 25 lakhs per cottah and the intending purchasers had also deposited a sum of Rs. 8,00,000/- each being the earnest money pursuant to the terms and conditions of the paper publication made by the petitioners.

8. The petitioners submits that since the year, 2014, the petitioners are intending to sell the plots of land of 40 cottahs for the purpose of maintaining the school which runs under the Scheme of "Sarva Sikhsha Abhiyan" and the petitioners are unable to run the Trust smoothly and meet the expenses of the Trust/school but none of the purchaser are ready to purchase the said plot at the reserve price and now after the period of 9 years two intending purchasers have come forward to purchase 20 cottahs each @ Rs. 20,00,000/- each cottahs and at this stage, if, the said offer is not accepted, the petitioners will

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suffer very badly and will not be in a position to run the trust/school smoothly. He further submits that the school which is being operated under the scheme of "Sarva, Sikhsha Abhiyan" is in urgent need of funds to carry out the philanthropic job to impart free education to attain the wish and desire of the settler.

9. The petitioners submits that the property could not fetch Rs. 25 lacs per cottah as the said property is far away from main road and not having access to the B. T. Road and the road adjacent to their plan is very narrow in nature.

10. The petitioners submits that it is just and equitable to confirm the sale in a proportionate manner of covering 20 cottahs each to one group represented by Sri Tapendranath Banerjee and others (145 A/2, South Sinthee Road, Kolkata-700050) and another group represented by M/s Arayan Enterprises Private Limited and others (1<sup>st</sup> Floor, 21F, South Sinthee Road, Kolkata-700050) by the Learned Receiver appointed by this Court as no other purchasers have approached the petitioner for the better offer in spite of several publications made by the petitioners for sale of said plot of land since the year 2014.

11. The petitioners further submits that as per the valuation obtained from the website of the Directorate of Registration and Stamp Revenue shows a valuation of Rs. 50,00,000/- per cottah but none of the purchasers are coming forward to purchase the said plot of land for the said prices and it would be

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appropriate to direct the registering authorities to assess the stamp duty on the consideration amount and not on market valuation.

12. Considered the submissions made by the counsel for the petitioners and the materials available on record and the orders passed by this Court from time to time. This Court had allowed the petitioner to make an advertisement to sell 40 cottahs of land and the proposed purchaser had agreed to purchase the said portion for a total consideration of Rs. 25.50 lakhs per cottah but subsequently he failed to complete the sale. This Court had fixed the reserve price of Rs. 30 lakhs but none of the purchaser came forward to purchase the said land at the said rate and accordingly this Court had reduced the sale price from Rs. 30 lacs to Rs. 25 lacs but even though none has come forward and now two purchasers have come forward to purchase 40 cottahs of land, 20 cottahs each at the rate of Rs. 20 lacs each cottah.

13. It is found from the record that since the year 2014, the petitioners are making all endeavour with the permission of this court to sell 40 cottahs of land for the purpose of proper maintenance of the trust as well as the school as the trust is not having any fund to run the trust and the school smoothly. It is the specific case of the petitioner that the school runs under the scheme of "Sarva Sikhsha Abhiyan" and is in urgent need of fund as all the teachings and non-teaching staffs were not paid their remuneration for the period of more than 16 months and the students are also not getting proper facilities due to the paucity of fund.

p-5  
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14. In view of the above, this Court is of the view that the petitioner has made several endeavours as per the order passed by this Court for making advertisement of the sale of the plot but none of the purchasers are coming forward to purchase the plot as per the reserve price fixed by this Court at the rate of Rs. 25 lacs per cottahs but now two of the purchasers have come forward to purchase 40 cottahs of land, 20 cottahs each at the rate of Rs. 20 Lacs per cottahs and thus taking into consideration, the situation and need of fund by the trust for the purpose of a smooth running of the school under the scheme of "Sarva Sikhsha Abhiyan" and proper maintenance of the trust, this Court confirmed the sale in favour of two groups namely Sri Tapendranath Banerjee (145 A/2, South Sinthee Road, Kolkata-700050), Sri Arindam Banerjee (145 A/2, South Sinthee Road, Kolkata-700050) and Sri Tirthankar Banerjee (One Group), (145 A/2, South Sinthee Road, Kolkata-700050) and M/s Arayan Enterprises Pvt. Ltd. (1<sup>st</sup> Floor, 21F, South Sinthee Road, Kolkata-700050), NDBD Creation (8/1A, Ganapati Sun Sarani, Kolkata-700050), Through Amit Kumar Das (256, K.C. Ghosh Road, Sinthee, Kolkata-700050), Sri Bachchulal Pakhira (Srinagar, Paschim Medinipur, W.B-721442), Sri Laxman Das (Garchumuk, Bargarchumuk, Howrah-711312), Sri Narayan Das, Sri Soumen Mondal (Benapur, Howrah-711312) and Sri Dibyendu Roy (Second Group), (2L, Gopal Chandra Bose Lane, Sinthee, Kolkata-700050) of 20 cottahs each in total 40 cottahs at the rate of Rs. 20 lacs per Cottahs.

15. The Receiver shall immediately within a period of four weeks receive the total sale consideration of the sale of 40 cottahs of land from the above

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mentioned two purchasers, 20 cottahs each at the rate of 20 lacs each cottahs and to keep the sale consideration amount in a short term fixed deposit yielding highest return with the Punjab National Bank, High Court Branch in the name of the Trust. On receipt of the total sale consideration, the trustees shall execute deed of conveyance in favour of the two purchasers named above within four weeks thereafter.

16. At the time of open of Passbook No. 0091010426763, the Receiver was Mr. Dibanath Dey and now in place of Mr. Dibanath Dey, Mr. Rohit Banerjee is appointed as Receiver. The Punjab National Bank, High Court Branch is directed to allow Mr. Rohit Banerjee, Advocate to operate the Bank account of No. 0091010426763 in place of Mr. Dibanath Dey.

17. The Registering authorities shall assess the Stamp Duty on the consideration amount but not on the market valuation. All the costs, charges and expenses shall be borne by the purchasers above named.

18. The Receiver shall file comprehensive report before this Court within a period of 10 weeks from date.

**G.A. No. 10 of 2023** is thus disposed of.

*s/- Krishna Rao, J.*  
(KRISHNA RAO, J.)

p.d/

*P.F.  
Paid.  
Smriti Lekha Mandi  
19.05.2023.*

CERTIFIED TO BE A TRUE COPY

*Ajay K. Shukla*  
19.05.2023  
Authorised under Section 76 of  
the Indian Evidence Act. 1872  
Act- 1 of 1872





- i) Date of application for Copy 18.5.2023 IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ORIGINAL SIDE
- ii) Date of notifying the Charges. 18.5.2023
- iii) Date of putting in the Charges. 18.5.2023
- iv) Date on which the copy is ready for delivery. 19.5.2023
- v) Date of Making over the copy to the applicant. 19.5.2023

G) NO: 10 OF 2023  
NO: OF  
HCR NO: 2 OF 2014  
NO: OF  
NO: OF  
NO: OF 9

Tarun Kumar Banik  
19.05.2023

Superintendent,  
Copyists, Department  
High Court, O.S.

H. M. Das  
19/5/2023

IN THE MATTER OF

PA-SHUPATI ROY & ORS.



ORDER PASSED BY THE HON'BLE JUSTICE  
KRISHNA RAO

ORDER DATED 15/05/2023

FILED ON 18 05 2023

Debanath Das, Adv.

P.B.  
B.M.

21<sup>st</sup>  
THIS DEED IS MADE... DAY OF June 2023

BETWEEN

GOPESWAR DUTT FREE SCHOOL

.... VENDOR

AND

SRI TAPENDRANATH BANERJEE & ANR.

....PURCHASERS

DEED OF CONVEYANCE

Dibanath Dey  
Advocate  
High court, Calcutta



## Major Information of the Deed

|   |   |                                       |            |
|---|---|---------------------------------------|------------|
| Deed No :                               | I-1902-08478/2023   | Date of Registration                  | 23/06/2023 |
| Query No / Year                         | 1902-2001545344/2023  | Office where deed is registered       |            |
| Query Date                              | 14/06/2023 5:28:58 PM   | A.R.A. - IFKOLKATA, District: Kolkata |            |
| Applicant Name, Address & Other Details | Dibanath Dey<br>High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830392499, Status : Advocate |                                       |            |
| Transaction                             | Additional Transaction  |                                       |            |
| [0101] Sale, Sale Document              | [4305] Other than Immovable Property, Declaration [No of Declaration : 2]   |                                       |            |
| Set Forth value                         | Market Value  |                                       |            |
| Rs. 4,00,00,000/-                       | Rs. 4,03,00,000/-   |                                       |            |
| Stampduty Paid(SD)                      | Registration Fee Paid   |                                       |            |
| Rs. 20,15,020/- (Article:23)            | Rs. 4,03,098/- (Article:A(1), E, M(a), M(b), I)   |                                       |            |
| Remarks                                 | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)  |                                       |            |

### Land Details :

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B.T. Road, Road Zone : (No. 1 to 9, 11,12, 47, 48, 51, 278 -- 283) , , Premises No: 57C, , Ward No: 002 Pin Code : 700002

| Sch No        | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                  |
|---------------|-------------|----------------|-----------------------|--------------|-------------------------|-----------------------|--------------------------------|
| L1            | (RS :-)     |                | Bastu                 | 20 Katha     | 3,97,00,000/-           | 4,00,00,000/-         | Width of Approach Road: 30 Ft. |
| Grand Total : |             |                |                       | 33Dec        | 397,00,000 /-           | 400,00,000 /-         |                                |

### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 1250 Sq Ft.       | 3,00,000/-              | 3,00,000/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 1250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Tin Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :  |                   | 1250 sq ft        | 3,00,000 /-             | 3,00,000 /-           |                           |

### Seller Details :

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>Gopeswar Dutt Free School</b><br>57A, Barrackpore Trunk Road, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 , PAN No.:: aaxxxxxx3m,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative |



**Buyer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Shri Tapendranath Banerjee (Presentant )</b><br>Son of Late Rajendra Nath Banerjee 145/A/2, South Sinthee Road, City:- P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx7n, Aadhaar No: 96xxxxxxx6603, Status :Individual, Executed by: Self, Date of Execution: 21/06/2023<br>, Admitted by: Self, Date of Admission: 21/06/2023 ,Place : Pvt. Residence |
| 2     | <b>Shri Arindam Banerjee</b><br>Son of Shri Dipendra Nath Banerjee 145A, South Sinthee Road, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx9d, Aadhaar No: 96xxxxxxx3908, Status :Individual, Executed by: Self, Date of Execution: 21/06/2023<br>, Admitted by: Self, Date of Admission: 21/06/2023 ,Place : Pvt. Residence                     |
| 3     | <b>Shri Tirthankar Banerjee</b><br>Son of Shri Tapendra Nath Banerjee 145A/2, South Sinthee Road, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: blxxxxxx5n, Aadhaar No: 41xxxxxxx0314, Status :Individual, Executed by: Self, Date of Execution: 21/06/2023<br>, Admitted by: Self, Date of Admission: 21/06/2023 ,Place : Pvt. Residence                |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Shri Pashupati Roy</b><br>Son of Late Gokul Kishore Roy 2A, Gopal Chandra Lane, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx2j, Aadhaar No: 90xxxxxxx9593 Status : Representative, Representative of : Gopeswar Dutt Free School (as Trustees)              |
| 2     | <b>Shri Suvodip Sen</b><br>Son of Shri Samar Sen 152, Nimu Goswami Lane, City:- Kolkata, P.O:- Hatkhola, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: fsxxxxxx2p, Aadhaar No: 79xxxxxxx8696 Status : Representative, Representative of : Gopeswar Dutt Free School (as Trustees)                       |
| 3     | <b>Shri Abhik Kumar Dutt</b><br>Son of Late Sudhir Lal Dutt 121/2, Mordecail Lane, Flat No: D, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , PAN No.:: acxxxxxx3h, Aadhaar No: 39xxxxxxx7247 Status : Representative, Representative of : Gopeswar Dutt Free School (as Trustees) |
| 4     | <b>Shri Raj Sekhar Roy</b><br>Son of Late Biswanath Roy 29B, Barrackpore Trunk Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx2b, Aadhaar No: 57xxxxxxx9134 Status : Representative, Representative of : Gopeswar Dutt Free School (as Trustees)        |

**Identifier Details :**

| Name  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <b>Dibanath Dey</b><br>Son of Late Biswanath Dey<br>High Court Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 |       |              |           |

Identifier Of Shri Pashupati Roy, Shri Suvodip Sen, Shri Abhik Kumar Dutt, Shri Raj Sekhar Roy, Shri Tapendranath Banerjee, Shri Arindam Banerjee, Shri Tirthankar Banerjee

**Transfer of property for L1**

| Sl.No | From                     | To, with area (Name-Area)  |
|-------|--------------------------|--|
| 1     | Gopewar Dutt Free School | Shri Tapendranath Banerjee-11 Dec, Shri Arindam Banerjee-11 Dec, Shri Tirthankar Banerjee-11 Dec |

**Transfer of property for S1**

| Sl.No | From                     | To, with area (Name-Area)  |
|-------|--------------------------|--|
| 1     | Gopewar Dutt Free School | Shri Tapendranath Banerjee-416.66666700 Sq Ft, Shri Arindam Banerjee-416.66666700 Sq Ft, Shri Tirthankar Banerjee-416.66666700 Sq Ft |



On 21-06-2023

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

Presented for registration at 19:10 hrs on 21-06-2023, at the Private residence by Shri Tapendranath Banerjee, one of the Claimants.

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

Execution is admitted on 21/06/2023 by 1. Shri Tapendranath Banerjee, Son of Late Rajendra Nath Banerjee, 145/A/2, South Sinthee Road, P.O: Sinthi, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business. 2. Shri Arindam Banerjee, Son of Shri Dipendra Nath Banerjee, 145A, South Sinthee Road, P.O: Sinthi, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business. 3. Shri Tirthankar Banerjee, Son of Shri Tapendra Nath Banerjee, 145A/2, South Sinthee Road, P.O: Sinthi, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business

Identified by Dibanath Dey, , Son of Late Biswanath Dey, High Court Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-06-2023 by Shri Pashupati Roy, Trustees, Gopeswar Dutt Free School (Trust), 57A, Barrackpore Trunk Road, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Dibanath Dey, , Son of Late Biswanath Dey, High Court Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2023 by Shri Suvodip Sen, Trustees, Gopeswar Dutt Free School (Trust), 57A, Barrackpore Trunk Road, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Dibanath Dey, , Son of Late Biswanath Dey, High Court Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2023 by Shri Abhik Kumar Dutt, Trustees, Gopeswar Dutt Free School (Trust), 57A, Barrackpore Trunk Road, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Dibanath Dey, , Son of Late Biswanath Dey, High Court Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2023 by Shri Raj Sekhar Roy, Trustees, Gopeswar Dutt Free School (Trust), 57A, Barrackpore Trunk Road, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Dibanath Dey, , Son of Late Biswanath Dey, High Court Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

*Handwritten signature*

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 22-06-2023

**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 4,03,00,000/-



#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,03,098.00/- ( A(1) = Rs 4,03,000.00/- , E = Rs 14.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by by online = Rs 4,03,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/06/2023 10:54AM with Govt. Ref. No: 192023240102753001 on 19-06-2023, Amount Rs: 4,03,014/-  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 59111365 on 19-06-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,15,020/- and Stamp Duty paid by by online = Rs 20,14,520/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/06/2023 10:54AM with Govt. Ref. No: 192023240102753001 on 19-06-2023, Amount Rs: 20,14,520/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 59111365 on 19-06-2023, Head of Account 0030-02-103-003-02

Fig

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 23-06-2023

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 of Indian Stamp Act 1899.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,03,098.00/- ( A(1) = Rs 4,03,000.00/- , E = Rs 14.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,15,020/- and Stamp Duty paid by Stamp Rs 500.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 16862, Amount: Rs.500.00/-, Date of Purchase: 16/06/2023, Vendor name: A Banerjee

Fig

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 270507 to 270551  
being No 190208478 for the year 2023.



Digitally signed by SATYAJIT BISWAS  
Date: 2023.06.30 17:04:41 -07:00  
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/06/30 05:04:41 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)