

04217

भारतीय गैर न्यायिक



दस
रुपये

रु.10

TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

04-12-18 27AB 739579

Serial No. 5547 2018
4219 2018

4 = 00
10 = 00
10 = 00
165 = 00
189 = 00

Ashim Chakraborty

REGD. CHARTERED ACCOUNTANT

04-12-18

04-12-18

P-01360

04219 5000Rs.



MIN NO 6, 70, 5001

SRI
Cheque No. 888390, dt. 27.3.06
for Rs. 20,150.00 has been paid of
defect stamp duty of Rs. 1/-

ARA-11
28.3.06

Stamp duty of Rs. 1/-
paid by W. Ranga
on 28.3.06

Defect 'A' Fee Rs. 3/4/- 00
Subsequently realised
on 881 Cheque no. dt.

SALE DEED

A 1089 THIS DEED OF SALE made this the 30th day of November,
E-1096 2001 B E T W E E N SRI SRI ISWAR ANNAPURNA AND MAHADEB ,
Kalyan-50 deities conserved and established at Premises No.17/3,
1090 1146 Lakshmi Dutta Lane, P.S. Shyampukur , Kolkata - 700 003,
hereinafter referred to as the " said deities" represented
by it Shebait, SUNITI CHATTERJEE, son of Saktipada Chatterjee,

Contd..... P/2

23052

Sankhen Bagchi,
17/3, Lakshmi Dutta Lane
Calcutta 700003

Laboratory,

Calcutta

Dr. Chatterjee

21/11/2003

10-3000
20-2000
7000

22/12/02

dr. Chatterjee

dr. Chatterjee

Sankhen Bagchi

Konark Bagchi

Rudolf K. Mukherjee

S/o, Anwar Nath Thakur
89A, J. M. Avenue,
Calcutta 700005

Dr. Chatterjee
22nd Dec 2003
S/o Sankhen Bagchi
Kolkata 700003

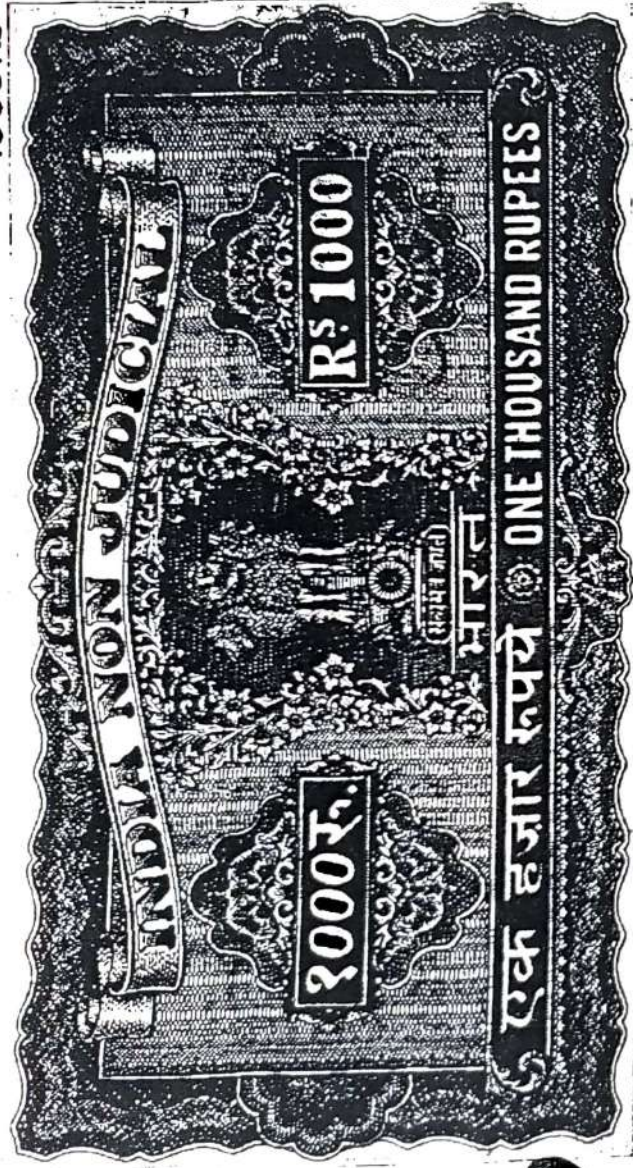
Sankhen Chatterjee
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003

Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003

Rudolf K. Mukherjee
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003
S/o Sankhen Bagchi
Kolkata 700003

22/12/02

1000 Rs.



-: 2 :-

since deceased by faith Hindu, by Occupation - Advocate
presently residing at 14, Ramkanta Bose Street, P.S.
Shyampukur, Kolkata - 700 003 hereinafter referred to
as "VENDOR"(which expression shall unless excluded by
or repugnant to the context be deemed to mean and include
his successors - in - office) of the FIRST PART A N D
SAMARENDRA NATH KARURI, son of Nandalal Karuri, since
deceased, by faith - Hindu, by occupation - Landlord,

Contd..... P/3.

23052

Sukhen Bagchi

17/B, Lakshmi Sutta Lane,

Calcutta - 70003.

Calcutta

Calcutta

Calcutta

10-5002

20-2001

7000

Sanarendra Nath Ghosh

Sanarendra
nath Ghosh
nand Lal Ghosh
Shree Land Lord
at 14/6A Ramkata
Bore Street

Kolkata 70003.



Prady Chatterjee
Son of Late Bhadrakanti Chatterjee
84/A, 15/13, Ganguli St, Cal-12
Service

Prady Chatterjee
84/A, Late Bhadrakanti
Chatterjee, 15/13, Ganguli
St, Cal-12
Service

Calcutta

1000Rs.



-: 3 :-

residing at 14/6A, Ramkanta Bose Street, P.S. Shyampukur,

Kolkata - 700 003 hereinafter referred to as "CONFIRMING

PARTY" (which expression shall unless excluded by or

repugnant to the context be deemed to mean and include

his heirs, executors, representatives, administrators

and assigns) of the SECOND PART A N D (i) SUKHEN BAGCHII

(ii) SANAT BAGCHI, BOTH

sons of Tarapada Bagchi, since deceased, by faith - Hindus

by Occupation (i) Service (ii) Business

residing at 17/3, Lakshmi Dutta

Lane, P.S. Shyampukur, Kolkata - 700 003, hereinafter

referred to as "PURCHASERS" which expression shall

Contd..... P/4.

23092

Bukher Bagchi
17/3 Lakshmi & Uttam
S. Lakshmi 700003

21/11/2001

T. P.

100 5000
20 2000
7000



h.

100000

unless excluded by or repugnant to the context be deemed to mean and include ^{their} heirs, executors, representatives, administrators and assigns) of the OTHER PART.

WHEREAS One Smt. Daksha Bala Mukhopadhyaya alias Deb1 of 17/3, Lakshmi Dutta Lane, Kolkata - 700 003 became the sole and absolute owner of two storied brick built building being premises No. 17/3, Lakshmi Dutta Lane, (formerly known and numbered as 17/1, Lakshmi Dutta Lane) Kolkata - 700 003 (hereinafter referred to as " said premises ") together with the land underneath measuring about 2 Cottah 12 Chittak be the same a little more or less more fully and particularly described in the Schedule "A" below by way of purchase vide Deed No. 3657 registered in the office of the District , Registrar of Assurances, Calcutta and recorded in Book No. I , Volume No. 104 page No. 63 to 70 for the year 1916 and executed by one Jogendra Nath Mukherjee as a Vendor on 25.9.1916 and has been enjoying the said premises by inducting several tenants and by realising rent therefrom;

AND WHEREAS the said Smt. Dakshabala Mukherjee alias Deb1 during her lifetime made published and executed her last Will and Testament on 5th August, 1985 whereby and wherein she consecrated the said premises together with of all her moveable and

Contd.....P/5.

immovable properties in favour of the said deities after her death and in her said Will and Testament, the said Smt. Dakshabala Mukherjee alias Debi also gave the following directions by appointing one Banshi Badan Bandopadhyaya, since deceased of 25/LA Durga Charan Mukherjee Street, Kolkata - 700 003 as executor of her said Last Will and Testament and First shebait of the said deities :-

1. That the said executor and shebait after obtaining probate shall make arrangement for performing "Seva Puja" of the said deities.
2. That the said executor and shebait shall maintain the debutter estate, develop the same repair the building, pay taxes, electric bills, etc. out of the income of the debutter properties with the consultation of Samarendra Nath Karuri, the confirming party herein.

3. That the said Shebait or his wife or daughter shall be at liberty to appoint the next shebait in his or their place and stead.

4. That the Shebait shall, subject to the permission of Samarendra Nath Karuri, the Confirming Party herein, sell

Contd.,.... P/6.

the said premises in the event it is found that the income will be higher than the income from the said premises and shall invest or keep the said sale proceeds with any Bank or Voerment security and also shall purchase another house property wherein the Deities will be installed and shall perform seva puja and etc. of the Deities ;

AND WHEREAS the said Smt. Dakshabala Mukherjee alias Debi died on or about 22nd August 1987 and on her demise, the said Banshi Badan Banerjee duly applied to the Hon'ble High Court at Calcutta in its Testamentary and intestate jurisdiction for the grant of probate of the said Will vide Case No. 59 of 1988 ;

AND WHEREAS the said Will was duly proved and probate certificate was granted by the Hon'ble High Court at Calcutta vide its order dated 20th December, 1988 ;

AND WHEREAS the said Banshi Badan Banerjee died on 8th May, 1996 without appointing next sebaait and thereby at the event of his death his widow, Smt. Ava Rani Banerjee had been acting as Shebait of the said deities as per direction of the said Will of the said Smt. Dakshabala Mukherjee, alias Debi and as the said Shebait Smt. Ava Rani Banerjee owing to her old age and inability due to several diseases and her daughters were not interested to act as shebait, the said Smt. Ava Rani Banerjee resigned from the office

of Shebait by appointing the new Shebait, Suniti Chatterjee on 2nd May, 1997 by executing and registering the Deed of Appointment wherein the daughters of the said Banshi Badan Banerjee, since deceased having being confirming parties confirmed the appointment of Suniti Chatterjee as Shebait of the said deities and the said deed was duly registered and recorded in the office of the Registrar of Assurances, Kolkata with Book No. I, Volume No. 40, Pages No. 392 to 403 as Being No. 990 for the year 1997 ;

AND WHEREAS the said premises is a very old one and is now lying in a most dilapidated condition for want of necessary repairs and maintenance for a long time and the income from the said premises i.e., the rent which is collected from the said premises is hardly a sum of Rs.936/- only annum out of which the disbursements which are to be made as per direction of the said Will of Smt. Dakshabala Mukherjee, alias Debi is not sufficient at all and in the circumstances as there is no sufficient fund for the maintenance and repair of the said premises and for carrying out the essential services to the said deities, the Vendor and the confirming Party herein being desirous to sell out the said premises contacted for sale of the entire building together with the land at and for a total sum of Rs.4,00,000/- (Rupees Four Lacs) by dividing the said building and/or premises into four parts or portions at a price of Rupees One Lac for each part or portion.

AND WHEREAS the Purchaser, having been satisfied about the bonafied of such sale has agreed to purchase the part and portion marked 'N' in the map or plan annexed herewith and delineated in colour at the price of Rupees One Lac to be paid to the first part and the said part and portion is fully and particularly described in the Schedule "B" below together with the proportionate share of land underneath of the said premises and right to use common areas described in the Schedule "C" below and the purchaser agreed to bind himself to carry out the cost of maintenance and repairs of the said common areas as described in the Schedule "D" below with the other purchasers ;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. 1,00,000/- (Rupees One Lac) only of the lawful money paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor and Confirming Party hereby as also by Memo hereunder written admit, acknowledge and from the same and every part thereof), the Vendor and the Confirming Party do hereby acquit release and forever discharge the Purchaser, his respective heirs, successors, legal representatives executors, administrators and assignees and the Vendor and the Confirming Party herein do hereby jointly and/or severally sell transfer convey assign and assure unto and to the said Purchaser, herein ALL THAT the said Flat Part No. "A"

On the Ground Floor measuring super built- up area of 745 Sq.ft. more fully described in the Second Schedule hereunder written and delineated in the map or Plan annexed hereto and shown in " RED" Colour together with the proportionate share of land of the said premises described in Schedule "A" below, alongwith the cost of common areas, half of the depth of the partitioned walls, stairs, staircase, landings and common passage , drains, sewers, water pipes and all other fixtures and equipments of common utility appertaining the said building and more fully described in the Third Schedule hereunder written TOGETHER WITH proportionate undivided impartible share and/or interest in the land underneath the said building morefully described in the First Schedule hereunder written AND THE REVERSION OR

REVERSIONS REMAINDER OR REMAINDERS AND THE RENTS ISSUES AND

PROFITS of in connection with the said flat/part and the properties appurtenant TO HAVE AND TO HOLD the said Flat/part and the properties appurtenant thereto hereby granted, sold, transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate or intertance in fee simple in possession without any of condition use trust or other things whatsoever in alter, defect encumbrances or make void the same AND NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendor has good, right, full

power and absolute authority to grant, sell transfer, convey, assign and assure the proportionate undivided impartible share and/or interest in the land of the said Flat/Part hereby granted, sold , transferred, conveyed, assigned and assured or expressed or intended, so to be unto and to use of the Purchaser in the manner aforesaid and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said Flat/Part hereby granted, sold transferred, conveyed , assigned and assured or expressed or intended so to be unto and to the use of the manner aforesaid and receive the rents issues and profits thereof without lawful eviction interruption claims or demand whatsoever from or by the Vendor as well as by the Confirming Party or by any persons of lawfully or equitably claiming or to claim from under or in trust for the Vendor AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated discharged or otherwise by the Vendor and the Confirming Party well and sufficiently save defended kept harmless and indemnified of from and against all and all manner of former or other estate, rights, title leases, mortgage, charges, trusts, waqfs, debutters, attachments executions, lispendens, claims, demands and encumbrances made or done occasioned or suffered by the Vendor and the Confirming Party or any person lawfully or equitably claiming or to claim by from through under or in trust for the Vendor.)

AND THAT the Vendor declares that it is the Owner of the said property hereby sold and further it declares that it has not concealed any fact relating to its right, title and interest in the said property till date. The said Vendor doth hereby also undertake that in case of any defect concealment mistake or misrepresentation in the title as stated in this Deed is found and if the Purchaser, his heirs, legal representatives and administrators are put to any difficulty and suffer any loss, the Vendor including its successors shall be bound to rectify the defects and shall compensate the loss so caused to the purchaser, his heirs, nominee or nominees regarding possession or title herein described and the Vendor will be liable to be proceeded against for such act or acts in the competent court of law AND THAT the Purchaser shall hereafter peaceably hold use build let out transfer and enjoy the same at his own sweet will without any hindrance, interruption, claim or demand by or from the Vendor and any person claiming under or through it whatsoever they may be AND THAT THE VENDOR and all legal heirs and persons under it shall and will from time to time do and execute and cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the said purchaser his heirs, executors, representatives and assigns and for retaining his possession of the same according to the true intent and meaning of this conveyance as shall and may be reasonably required.

SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT piece and parcel of old and dilapidated Two storied brick built building being Premises No. 17/3, Lakshmi Dutta Lane, (formerly known and numbered as 17/1, Lakshmi Dutta Lane) Police Station - Shyampukur, Kolkata 700 003 together with the land measuring about 2 Cottah 12 Chittak be the same a little more or less under Calcutta Municipal Corporation Ward No. 8 butted and bounded by :

ON THE NORTH : By premises No. 17/4, Lakshmi Dutta Lane, Kolkata ;

ON THE EAST : By premises No. 17/5, Lakshmi Dutta Lane, Kolkata ;

ON THE SOUTH : By premises No. 17/2/B, Lakshmi Dutta Lane, Kolkata ;

ON THE WEST : By public Lane known as Lakshmi Dutta Lane, Kolkata .

SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT Flat/Part No.A on the Ground Floor measuring about ~~745~~ 745-Sq. ft. including the ^{a small kitchen} super built up area comprising of two bed rooms, a privy cum bath together

Contd..... P/13.

With the proportionate share of land described in the Schedule "A" above with the right to use common areas, passages, stairs and roof as described in Schedule "C" below and the said flat/part is shown in the map or plan annexed hereto and bordered with "RED" Colour and the said map or plan is treated as a part and parcel of these presents.

SCHEDULE "C" ABOVE REFERRED TO :
(COMMON AREAS)

1. Main entrance door.
2. Common passage.
3. Stairs.
4. Roof.
5. Lobbies.
6. Landings.
7. Water Line.
8. Electric Line.
9. Sewerage.

10. Foundation wall.
11. Boundary Walls etc.

SCHEDULE "B" ABOVE REFERRED TO :

(COMMON MAINTAINANCE CHARGES)

1. Repairing and maintainance of the outer wall of the building.
2. Repairing and maintainance of common passage, stairs, roof, lobbies, landings, foundation walls, doors etc.

IN WITNESS WHEREOF the PARTIES do hereby set and subscribed their respective hand and signature in this the day ,
date and year first above written.

SIGNED AND DELIVERED at Calcutta

in the Presence of :

WITNESSES :

1. Bijay Chakraborty
84/A, B.B. Ganguli St
Cal-12

Shri. Chakraborty

SIGNATURE OF THE VENDOR

2.

Sanat Bagchi

SIGNATURE OF THE CONFIRMING PARTY

Sanat Bagchi

Sanat Bagchi

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of
Rs.1,00,000/- (Rupees One lac) only
from the within mentioned Purchaser,
in the following manner :

By R.B.I. Currency Notes of Rs.500 x 10 Pcs. Rs. 5,000.00

By SBI's Bankers cheques bearing no.

- (i) 851827 dt. 21 Feb 2002 for Rs. 46,000.00 }
plus (ii) 851828 dt. 21 Feb 2002 for Rs. 49,000.00 }

Rs. 95,000.00

Total = Rs.1,00,000.00

(Rupees One lac only).

WITNESSES :

1. Bijay Chandra
Saha, B. B. Saha
Cal-12

Signature of the Vendor

2.

Drafted by me.

Signature of Advocate
Advocate.

Typed by :

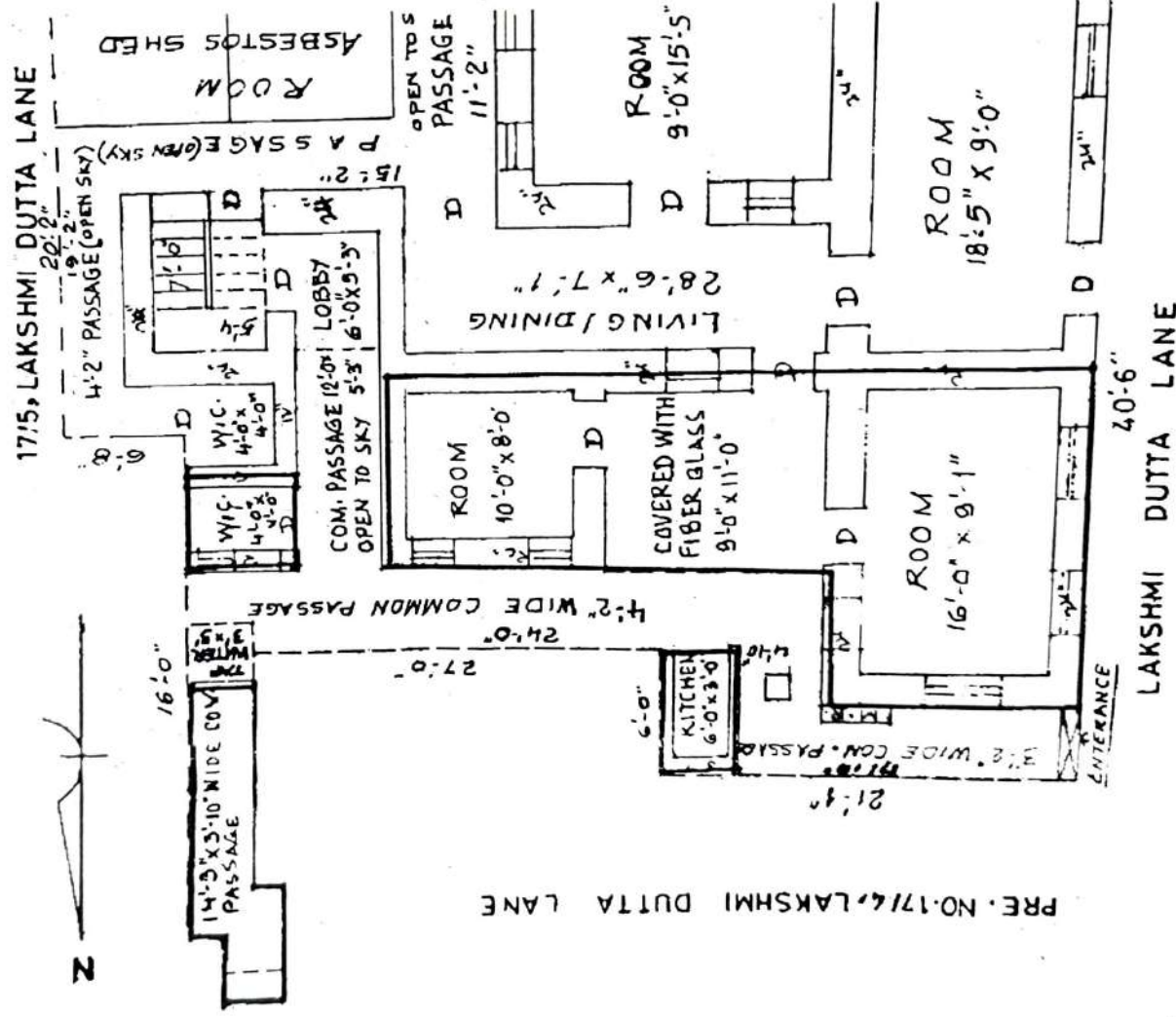
Signature of Prebir Kumar Saha
Prebir Kumar Saha
12/1, Old Post Office Street,
Calcutta-700 001.

P. S. SHYAMPUR, KOLKATA-700003

SCALE: 8'-0" = 1' INCH

VENDOR: SRI SRI ISWAR ANNAPURNA AND MAH,
REPRESENTED BY IT SHEBAIT SUNITI

PURCHASER SUKHEN BAGCHI/SANAT BAGCHI



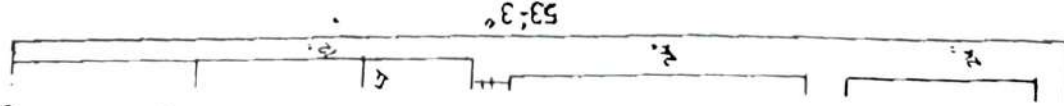
GROUND FLOOR PLAN

PREMISES NO. 17/3, LAKSHMI DUTTA LANE

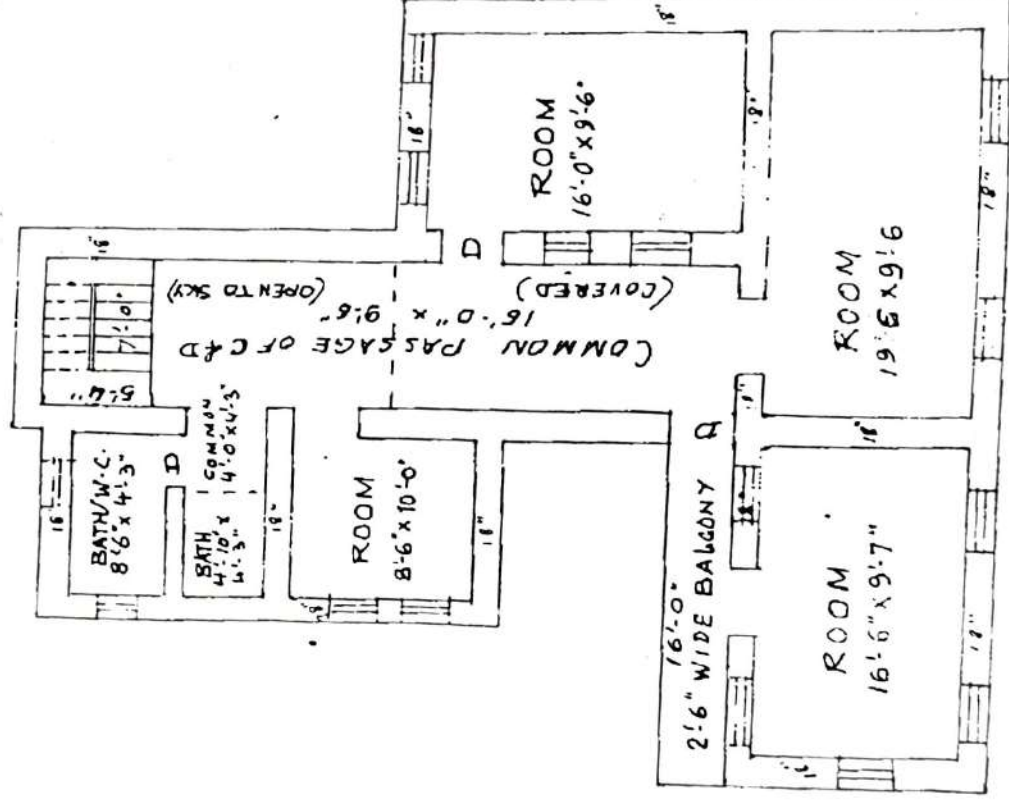
ADEB DEITIES
CHATTERJEE

LEGEND

- 1. SUN
- 2. KRI
- 3. JUT
- 3A. AM
- 4. BIS
- 5. CON
- 6. CON



PRE. NO. 17/2B LAKSHMI DUTTA LANE



1ST. FLOOR PLAN

h

IT:

HEN BAGCHI SANAT BAGCHI
PART 'A' COLOUR RED 745 SFT

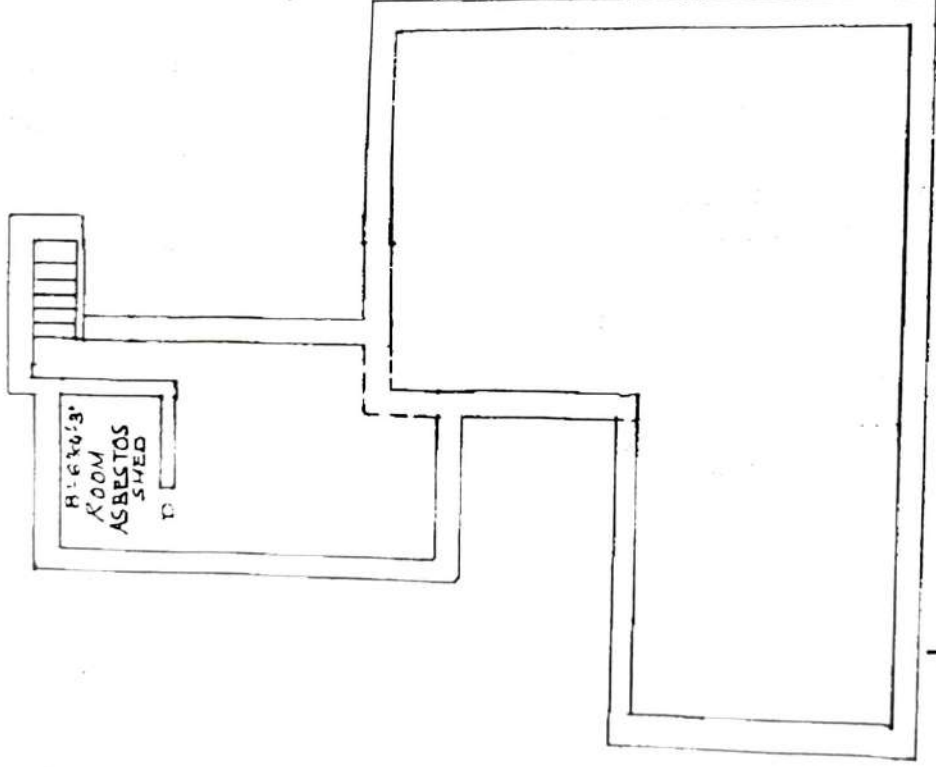
SHNA DAS PART 'B' COLOUR YELLOW

HIKA MAITRA PART 'C' COLOUR GREEN
VL KR. MAITRA

WANATH MUKHERJEE PART 'D' COLOUR VOILET

IMON AREA PART 'E'

MON AREA PART 'C & D'

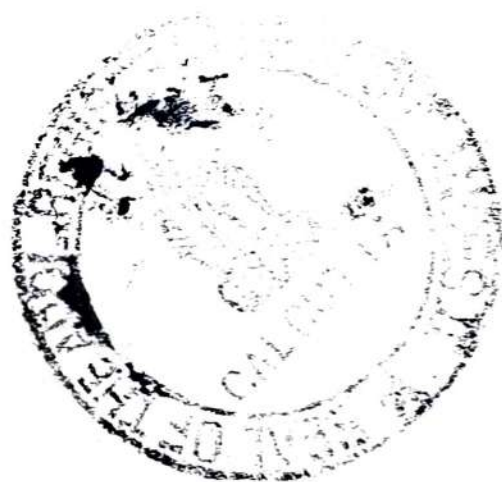


Chay

ROOF PLAN

Drawn By :-

S. H. Maitra



14.9.2006
04219
2006

DATED THIS 30TH DAY OF NOVEMBER, 2001.

B E T W E E N

SRI SRI ISWAR ANNAPURNA AND MAHADEB

..... " VENDOR "

- A N D -

SAMARENDRA NATH KARURI

..... " CONFIRMING PARTY "

- A N D -

SUKHEN BAGCHI & SANAT BAGCHI

..... " PURCHASERS "

SALE DEED

CERTIFIED TO BE A TRUE COPY



Scanned
14.9.2006

Samendra

MR. SHYAMAL KUMAR MUKHERJEE,
Advocate,
M.Com, LL. B.
7/4, Raja Rajbally Street,
Calcutta - 700 003.



MR. SHYAMAL KUMAR MUKHERJEE,
Advocate,
M.Com, LL. B.
7/4, Raja Rajbally Street,
Calcutta - 700 003.

CHECKED BY
Haradha Das.

Haradha Das

04-12-08

04-12-08