

4215/2006

भारतीय गैर न्यायिक

TEN
RUPEES
RS.10

दस
रुपये
रु.10

INDIA

INDIA NON JUDICIAL

3/2/16
92AA 984453

पश्चिम बंगाल WEST BENGAL

Serial No. 727 at 16
BK No. 1 Vol. No. 1 Pages to
Being 4215 Year 2006

P-22

4.00
10.00
10.00
165.00
189.00/-

Under Article F (1) & F (2)
Under Article O (a) & O (b)
Value of Stamp
Value of Stamp
Cost of Stamp
Total Cost
Stamp Fee
Sealed and signed to
As per Order

60727
P. Dey

Record Keeper
Registrar of Assurances-II
Kolkata

ADDL REGISTRAR OF ASSURANCES-II
KOLKATA

3/2/16

16563

10

S. P. NEW HALL (ADV.)

Sealman, 1st 4000

Kodak

07 JAN 2016

Shobana



DEED # 8 P 01358 - I

DEED # = 2006104215

DISTRICT = Kolkata

THANA = Shyambazar

5000

INDIA NON JUDICIAL	
40000/-	Rs 5000
पाय हजार रुपये FIVE THOUSAND RUPEES	
MOUZA	KHATIAN #
MUNICIPALITY	K M C
HOLDING #	
ROAD CODE	
NATURE OF LAND	
AREA OF LAND	
PLOT #	
WARD #	
PREMISES #	
AREA OF STRUCTURE	17/3
ROAD	1830
Laxmi Dutta Lane	

10/11/2007

28.3.06

SBI
Cheque No. 678833 dt. 27.3.06
for Rs. 26750/- has been paid to
deficit a/camp duly uls 41.

ARA 28.3.06

28.3.06

Deficit A/c Fees Rs. 4202.00
Subsequently realised
on SBI Cheque no. 1146

A-1089

SALE DEED

1096

THIS DEED OF SALE made this the 30th day of November,

2001 BETWEEN SRI SRI ISHAR ANAPURNA AND MAHADEB,

debties consseerated and established at premises No. 17/3,

Lakshmi Dutta Lane, P.S. Shyampukur, Kolkata - 700 003,

hereinafter referred to as the "said debties" represent

by it Shebait, SUNITI CHATTERJEE, son of Saktipada

10000/-

Contd. P/2.

10000/-

10000/-

10000/-

2254.

Smt. Koteswara Das
1st/2, Lakshmi Dutt lane,
Mankatha - 700003.

11/10

$$\begin{array}{r} 1000 \\ 2000 \\ \hline 3000 \end{array}$$

July 1000

Wm. C. Cady

~~Chickadee~~

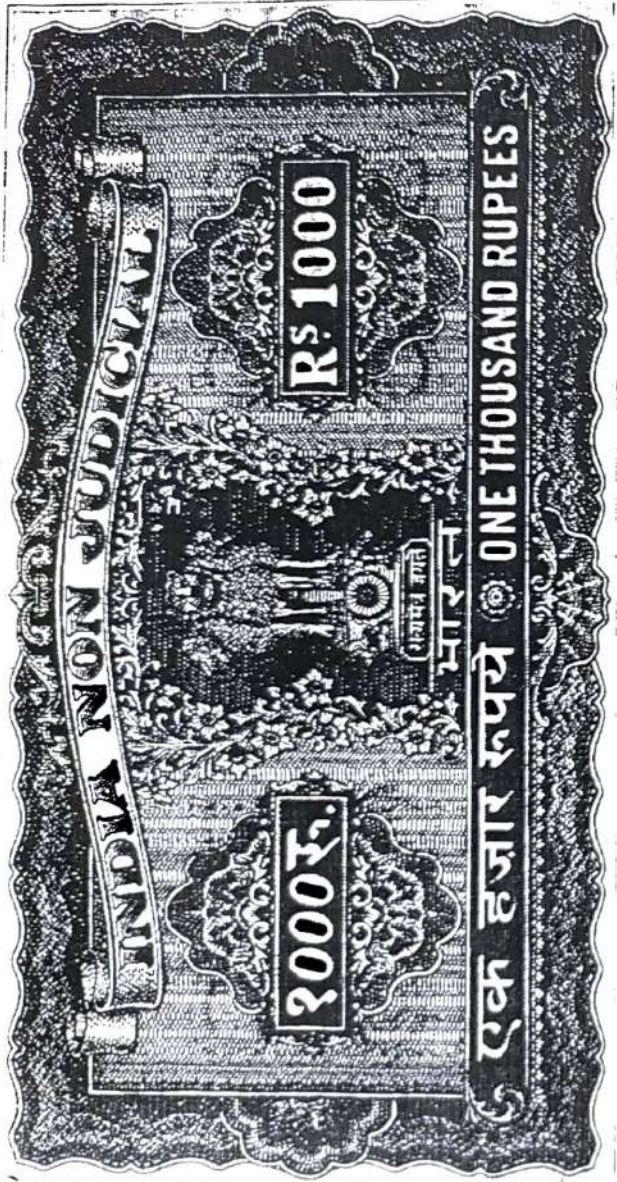
✓ 1812

Postlip for Mackhery
s/c. Dear north Mackhery
8441 S. H. Avenue.
Catalpa

Pradip K. Mukherjee
80, Aman Nath
Mukherjee St 89A
S. M. Adamec
Cal - 5.

10/2/02

1000Rs.



-: 2 :-

Chatterjee, 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 successor - in - office) of the FIRST PART AND SAMARENDRA NATH KARURI, son of Nandalal Karuri,

Contd..... P/3.

23/1/74.

Smt. Krishnabai & Co.
17/3, Lakshmi Sitter lane,
Calcutta - 70003.

21/1/74

10000/-
20000/-
10000/-

- Vaidya Chandra Nath

Samerendra Nath -
Karni Nanda Lal
Karni Hindu
Land Lord - at 14/6A
Ramanta Basu
Street Kolkata - 70003

Bigy Chandra

Bigy Chandra
8/1 Lt Bhutnath
Chandra of
8/1 M. B. Ganguly
8/1 Calcutta

6/1/74

1000Rs.



-1 3 :-

since deceased, by faith - Hindu, by Occupation -Landlord 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 AND SMT. KRISHNA DAS, wife of Pradip Kumar Das , by faith - Hindu , by occupation-

Contd..... P/4.

2805, 4.

Sand Krishna
189/33. Lakshmi
Chandru
Little
700003.

22.

21/11/1980

10. 5000
20. 2000
4000

h

Housewife, residing at 17/3, Lakshmi Dutta Lane, P.S. Shyampukur, Kolkata - 700 003 , hereinafter referred to as "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, representatives, administrators and assigns) of the OTHER PART.

WHEREAS One Smt. Daksha Bala Mukhopadhyaya alias Debi 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, Pages No. 63 to 70 for the year 1916 and executed by one Jogendra Nath Mukherjee as a Vendor on 25.9.1916 and had been enjoying the said premises by inducting several tenants and by realising rent therefrom;

WHEREAS the said Smt. Dakshabala Mukherjee alias Debi during her life time made published and executed her last Will and Testament on 5th August, 1985 whereby

and wherein she consecrate the said premises together with of all her moveable and immovable properties infavour 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 said 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

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 Government Security and also shall purchase another house property wherein the deties will be installed and shall perform seva puja and etc. of the deties.

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 ;

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;

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 detities 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;

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 loan 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 per 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 Lac) by dividing the said building and/or premises into four parts or portions at a price of Rs. One lac for each part or portion.

Contd..... P/8.

WHEREAS the Purchaser having been satisfied about the bonafied of such has agreed to purchase the part and portion marked ' B ' in the map or plan annexed herewith and delineated in "YELLOW " 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 maintainance 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 her 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 and assign and assure unto and to the said Purchaser herein ALL THAT the said Flat/Part No. "B"

on the Ground floor measuring super built - up area of
- 960-Sq. ft. more fully described in the Second Schedule
hereunder written and delineated in the map or plan annexed
hereto and shown in "YELLOW" Colour together with the
proportionate share of land of the said premises described
in the 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 impartiable share and/or interest
in the land underneath the said building more fully 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 absolutely authority

Contd..... P/10.

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.

Contd..... P/11.

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 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 her 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, her 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 her 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, her heirs, executors, representatives and assigns and for retaining her possession of the same according to the true intent and meaning of this conveyance as shall and may be reasonably required.

SCHEDULE "A" 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) P.S. Shyampurkur, 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, 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. B on the Ground Floor measuring about - 960-Sq. ft. including the super built up area comprising of two bedrooms, ^{a kitchen, a dining cum living} a privy cum bath together 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 "YELLOW" 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 "D" ABOVE REFERRED TO :

(COMMON MAINTENANCE 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 :

W I T N E S S E S :

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

[Signature]

SIGNATURE OF THE VENDOR

[Signature]

SIGNATURE OF THE CONFIRMING PARTY

[Signature]

SIGNATURE OF THE PURCHASER

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

MEMO OF CONSIDERATION

By R.B.I. Currency Notes of Rs.500 X 10 Rs. 5,000.00
By UBI's Pay Order bearing no 213322 Rs. 95,000.00
dt 21.02.2002 drawn in the name of
the vendor

Total = Rs.1,00,000.00

(Rupees One lac only).

WITNESSES :

1. Gijay Chakraborty
84/A, B.B. Ghoshli St,
Cal-12

2.

[Signature]
SIGNATURE OF THE VENDOR

Drafted by me.

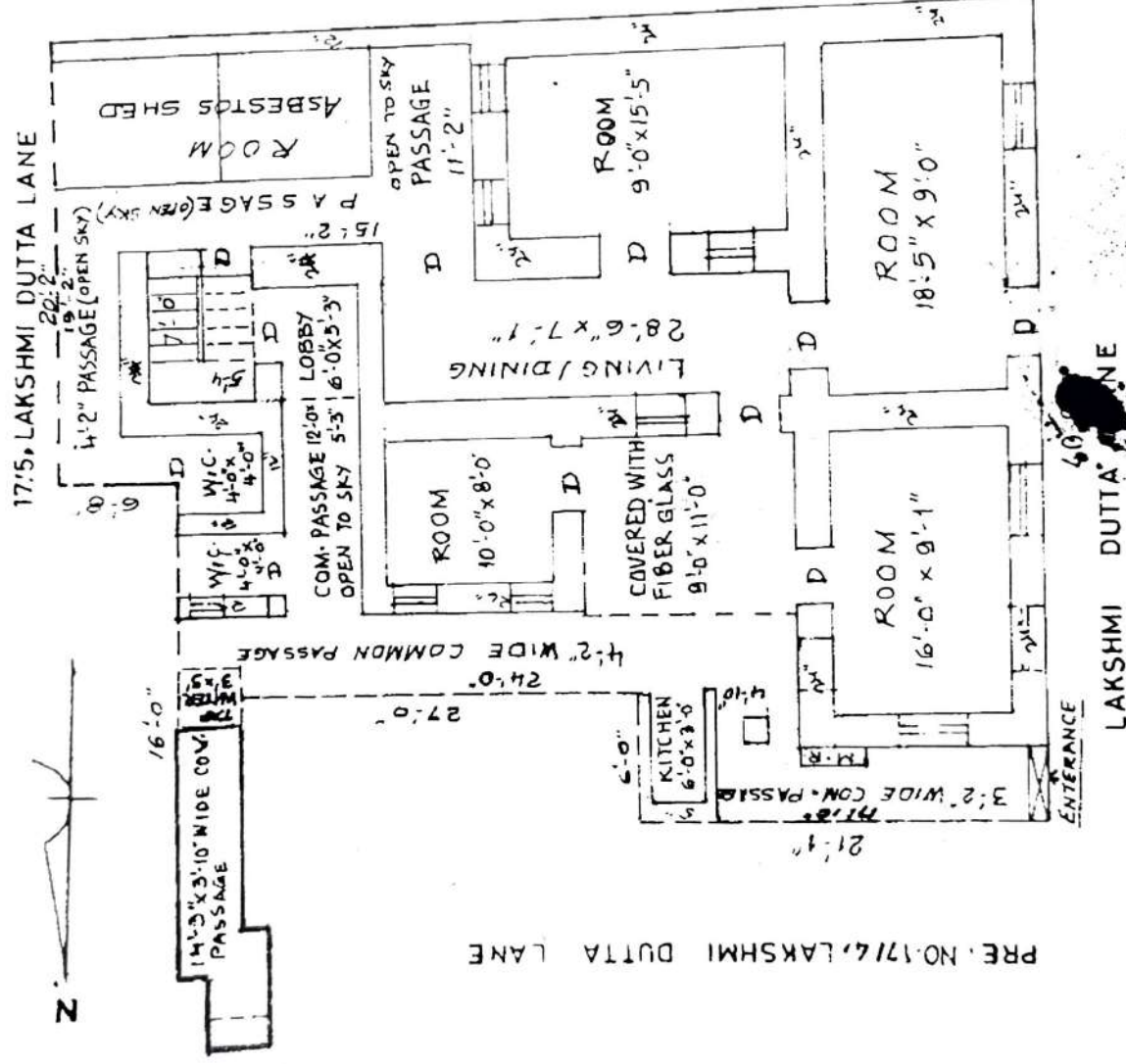
[Signature]
Advocate.

Typed by me : *[Signature]*
Rabindra Nath Pradhan
Rabindra Nath Pradhan,
Typist
12/1, Old Post Office Street,
Ground Floor, Calcutta - 1.

PLAN OF TWO TWO STORIED BUILDING AT F
P.S. SHYAMPUR, KOLKATA-700003

SCALE: 8'-0"=1" INCH AREA OF LAND 1980

VENDOR: SRI SRI ISWAR ANNAPURNA AND MAHADE
REPRESENTED BY IT SHEBAIT SUNITI CHA
PURCHASER: KRISHNA DAS

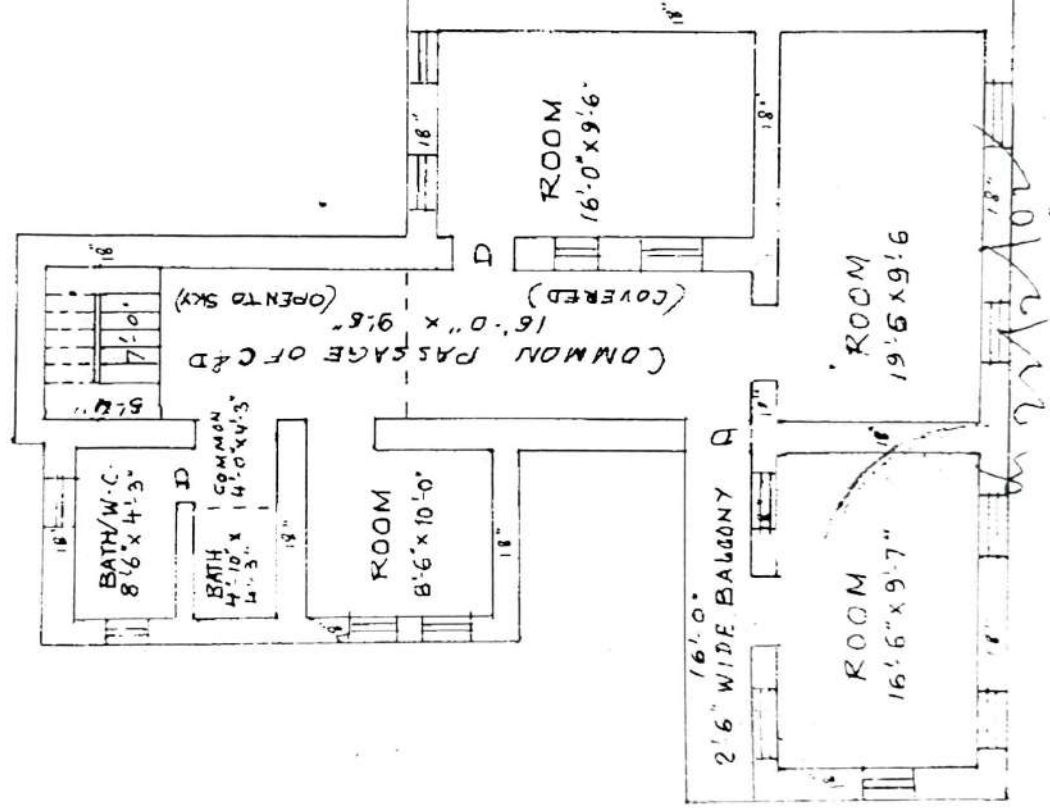


PREMISES NO. 17/3, LAKSHMI DUTTA LANE

LEGENT:

1. SUKHEN
2. KRISHNA
3. JUTHIKA
- 3A. AMAL KR.
4. BISWANAT
5. COMMON
6. COMMON 'A

B DEITIES
ATTERJEE



1ST. FLOOR PLAN.

h-k lead

PRE. NO. 17/2B LAKSHMI DUTTA LANE

53-3"

SANAT BAGCHI

BAGCHI / PART 'A' COLOUR RED

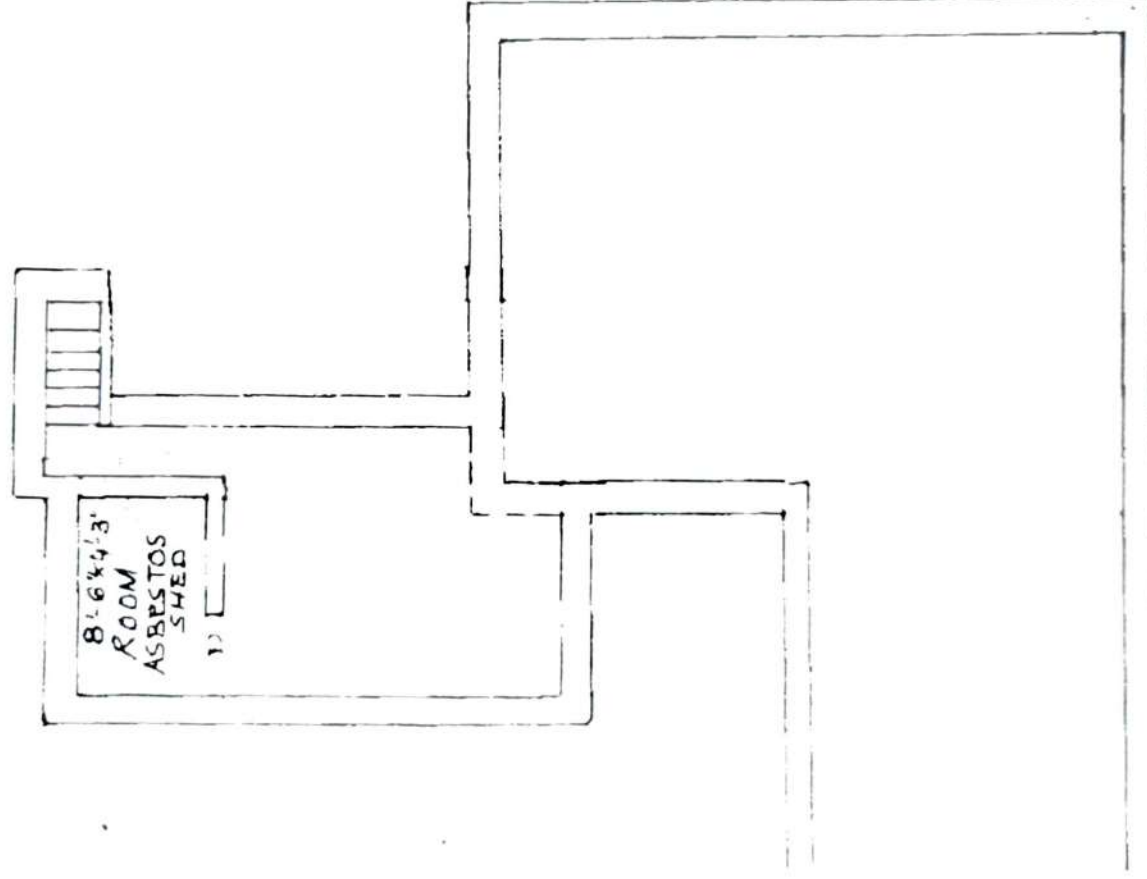
DAS PART 'B' COLOUR YELLOW 960 SFT.

MAITRA PART 'C' COLOUR GREEN
MAITRA

H MUKHERJEE PART 'D' COLOUR VOILET

AREA PART 'E'

AREA PART 'C & D'



ROOF PLAN

Drawn By:-

S. S. S.

REGISTERED AT

Book No. 1
Page No. 1
Date 09.12.15
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 -

SMT. KRISHNA DAS

....."PURCHASER"

ADDL REGISTRAR OF ASSURANCES-II

15.9.08

CERTIFIED TO BE A TRUE COPY

S A L E D E E D



Signature

ADDL REGISTRAR OF ASSURANCES-II
KOLKATA

3/2/16

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

MR. REGISTRAR OF ASSURANCES-II
KOLKATA