

P-03001/0

P 03001/04

I 04546/06



242

250

450

650

STAMP AFFIXED BY
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE

U/S. of (5) of the W. B. Prevention of under
valuation of instruments Rule 1394

Mark t Value Assessed Rs. 1050,000/-

Deficit Stamp duty of Rs. 77500/-

Case No. 247 of 2004

J (1) - 250/-

J (2) - 462/-

650/-

DSR-II

Allpore, South 24 Pgs.

14.5.04

Exempted vide G. O. No. 2321 P.F.

dt 22/12/05-2336 P.F. dt 22/12/05 on

SD Rs

Registration Fee Rs. 4257/-

admissible under Regn. No. 11 and u/s of the West Bengal L. R. Act 1967 duly exempted (Exempted from/does not require stamp duty) under the Indian Stamp Act 1899 as amended in 1904 Schedule 1A No. 234A

A 3025.00
E 7.00
H 28.00
WB 4.00

District Sub-Registrar-II
Allpore, South 24 Parganas

3064.00

30/01/08

District Sub-Registrar-II
Allpore, South 24 Parganas
17.5.06

THIS INDENTURE made this the 14th day of

May

Two Thousand Four B E T W E E N 1. SRI ATUL CHANDRA DUTTA son of Late Annanda Charan Dutta, residing at 7, Rafi Ahmed Kidwai Street, Kolkata 700 013, 2. SRI ARUN KUMAR DUTTA son of Late Annanda Charan Dutta residing at 59/1A, Prince Anwar

Shah Road. Kolkata 700 033, 3. SMT. KRISHNA DUTTA wife of Late Anil Baran Dutta, 4. SRI ARUP KUMAR DUTTA, 5. SRI AMIT KUMAR DUTTA, 6. SRI ARINDAM DUTTA all are sons of Late Anil Baran Dutta, all are residing at 7, Rafi Ahmed Kidwai Street, Kolkata 700 013, 7. SRI ALOKE KUMAR DUTTA son of Late Abhoy Charan Dutta, residing at 23, Koyal Para Road, Ishapore, District North 24 Parganas, 8. SRI AMIYA KUMAR DUTTA son of Late Adhir Kumar Dutta, residing at 33, Thakurdas Babu Lane, Serampore, District Hoogly, hereinafter referred to as the V E N D O R S (which term or expression unless excluded by or repugnant to the context shall include their heirs, executors, administrators, representatives, nominees and assigns) of the One Part;

A N D

SMT. MANJU MITRA, wife of Sri Dulal Mitra, by faith Hindu, by occupation House wife, residing at 9/8, MIG-II, Golf Green, Phase -II, Police Station Jadavpur, Kolkata 700 095, District South 24 Parganas, hereinafter referred to as the P U R C H A S E R (which term or expression unless excluded by or repugnant to the context shall include her heirs, executors, administrators, representatives, nominees and assigns) of the Other Part;

W H E R E A S Annada Charan Dutta, since deceased, was the sole and absolute owner 4 Kaattahs 8 Chhataks of Bastu land comprised in Dag No. 7550 of Khatian No.263, Mouza behala, Touzi No.346, R.S. No. 83, J.L. No.2 by purchase from Dharendra Nath Mukhopadhyay by a registered deed of conveyance duly executed and registered in Book No.I, Volume No.9. Pages 121 to 125, being No. 326 for the year 1946 of the office of Sub Registrar at Alipore.

AND WHEREAS the said Annada Charan Dutta died intestate in the year 1953 leaving behind surviving six sons namely Anadi Charan Dutta, Abhay Charan Dutta, Adhir Kumar Dutta, Anil Baran Dutta, Atul Chandra Dutta and Arun Kumar Dutta and no one else as his heirs and legal representatives who jointly inherited the aforesaid property that the said Late Annada Charan Dutta died possessed of as joint owner thereof each having undivided 1/6th right, title, interest and share therein.

AND WHEREAS the aforesaid six sons of Late Annada Charan Dutta while thus in joint possession of the aforesaid property, granted sold transferred and conveyed 1200 sq.feet vacant land on the North Western portion out of the aforesaid property by a registered deed of conveyance dated 17.11.1979 unto and in favour of Sri Dulal Mitra, the husband of the purchaser herein.

AND WHEREAS Anadi Charan Dutta one of the joint owners of the aforesaid property died intestate in 1993 leaving behind him surviving his wife Hena Rani Dutta. Thereafter Hena Rani Dutta, the wife of the said Late Anadi Charan Dutta having died issueless in 2002, her undivided 1/6th right, title and interest and share in respect of the aforesaid property devolved upon the heirs of her husband namely Atul Chandra Dutta and Arun Kumar Dutta that the said Hena Rani Dutta died possessed of.

AND WHEREAS Adhir Kumar Dutta one of the joint owners of the aforesaid property died intestate in 1994 leaving behind his son namely Sri Amiya Kumar Dutta who inherited the undivided 1/6th right, title and interest and share in the said property that the said Anil Baran Dutta died possessed of. Be it mentioned herein that wife of Anil Baran Dutta died intestate leaving behind her surviving her son Sri Amiya Kumar Dutta and one else as her heir and legal representative.

AND WHEREAS Anil Baran Dutta one of the joint owners of the aforesaid property died intestate in 1996 leaving behind him surviving, his wife Smt. Krishna Dutta three sons namely Sri Arup Kumar Dutta, Sri Amit Kumar Dutta and Sri Arindam Dutta who jointly inherited the undivided 1/6th right, title and interest and share in the said property that the said Anil Baran Dutta died possessed of.

AND WHEREAS Abhoy Charan Dutta one of the joint owners of the aforesaid property died intestate in 2001 leaving behind his son namely Sri Aloke Kumar Dutta who inherited the undivided 1/6th right, title and interest and share in the said property that the said Anil Baran Duta died possessed of. Be it mentioned herein that wife of Abhoy Charan Dutta died intestate leaving behind her surviving her son Sri Aloke Kumar Dutta and one else as her heir and legal representative.

AND WHEREAS the Vendors are thus the joint owners in possession of ALL THAT the piece and parcel of messuage, tenement, hereditament and land ad measuring 2040 Sq.feet be the same a little more or less comprised in Mouja Behala, Khatian No. 263, Dag No. 7550, R.S. No. 83, J.L. No. 2, Touji No. 346 lying situated at and being Premises No. 123 Satyen Roy Road, Police Station Behala, Kolkata 700 034 under Ward No. 120 of The Kolkata Municipal Corporation by way of inheritance.

AND WHEREAS The Vendors after inheriting the aforesaid property have been in peaceful possession, enjoyment and occupation of the said property as joint owners thereof through their tenant Sri Shib Kinkar Ghosh, maternal uncle of the purchaser's husband. without any claim or demand, objection and/or obstruction from any body who soever and exercising their joint right of ownership having mutated their names

in the official records of The Kolkata Municipal Corporation and on payment of rates and taxes.

AND WHEREAS the Vendors herein for lawful and just cause, excuse and reason has decided to grant, sell, transfer and convey the said property to any intending purchaser.

AND WHEREAS the said property and all portions thereof are free from all encumbrances, charges, trust, dependencies, attachments, acquisitions and/or requisition whatsoever;

AND WHEREAS there are no impediments of any nature whatsoever by or by reason of which the Vendors are or may be prevented from selling and/or transferring the said property to the Purchaser;

AND WHEREAS the Purchaser has already seen, inspected the said property and has satisfied herself as to right, title and interest of the Vendors in respect of the the said property and further the Purchaser has also accepted the title and marketability of the said property and the rights of the Vendors in respect of the said property.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to Purchase ALL THAT the piece and parcel of messuage, tenement, hereditament and land admeasuring 2040 Sq. feet be the same more or less comprised in Mouja

Behala. Khatian No. 263, Dag No. 7550, R.S. No. 83, J.L. No. 2. Touji No. 346 lying situated at and being Premises No. 123, Satyen Roy Road, Police Station Behala, Kolkata 700 034 under Ward No. of The Kolkata Municipal Corporation at and for a settled consideration of sum of Rs.2,75 ,001/- (Rupees Two Lacs Seventy Five Thousand and One only) free from all encumbrances, charges, attachments, liens and lis-pendencies whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.2,75,001/- (Rupees Two Lacs Seventy Five Thousand and One only) paid at or immediately before the execution of these presents by the Purchaser to the Vendors, which the Vendors do hereby admit and acknowledge and of and from the same and every part thereof the Vendors acquit, release and discharge the Purchaser and also the said property and indefeasibly grant, sell, convey, transfer convey, assign and assure unto the Purchaser free from encumbrances attachment and other defects in title ALL THE the right, title, interest and share in and to ALL THAT the piece and parcel of messuage, tenement, hereditament and land admeasuring 2040 Sq. feet be the same a little more or less comprised in Mouja Behala, Khatian No. 263, Dag No. 7550, R.S. No. 83, J.L. No. 2, Touji No. 346 lying situated at and being Premises No. 123, Satyen Roy Road, Police Station Behala, Kolkata 700 034 under Ward No.

of The Kolkata Municipal Corporation more fully and specifically described in the SCHEDULE hereunder written OR HOWSOEVER otherwise the said property space be called known numbered described and distinguished TOGETHER WITH all the benefits and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said premises or any part thereof and particularly to the said property and right of egress and ingress belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof TOGETHER WITH the rights of use in common with others of sewers, drains, ways, entrances, paths, passages, fences, walls, waters, water courses, common areas as per the said plan AND ALL THE ESTATE right, title inheritance, use, trust, property interest and claim and demand whatsoever both at law and in equity of the Vendors into or upon and in relation to the said property AND all deeds pattas and muniments, writings and evidences of title which is any wise is relating to or concerning the said property and which now are or hereafter shall or may be in the custody, possession power or control of the Vendors or any other person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO ENTER INTO AND TO HAVE AND HOLD AND TO OWN POSSESS AND ENJOY

the said property hereby granted sold conveyed and transferred or expressed UNTO AND TO THE USE of the Purchaser absolutely and forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claim, liens, etc. whatsoever created or suffered by the Vendors from to these presents subject nevertheless to the covenants and conditions as would appear hereinafter AND THAT the Vendors do hereby covenant and agree with the Purchaser that notwithstanding any act, deed or thing whatsoever, by the Vendors or any one of them or any of the their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the Vendors had all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceable and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendors or any one of them or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or anyone of them or from or under any of their ancestors or predecessors in title AND

THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save and indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of them or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute, or cause to be done and executed all such acts, deeds, and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Vendors shall at all times hereafter indemnify and keep indemnified the Purchasers against loss, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendors or any breach of the covenants herein contained.

SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of messuage, tenement, hereditament and Bastu land admeasuring 2040 Sq.feet be the same a little more or less comprised in Mouja Behala, Khatian No. 263, Dag No. 7550, R.S. No. 83, J.L. No. 2, Touji No. 346 TOGETHER WITH one Brick Walled R.T. Shed structure thereon admeasuring 200 Sq.feet (approx.) lying situated at and being Premises No. 123, Satyen Roy Road, Police Station Behala, Kolkata 700 034 under Ward No. 120 of The Kolkata Municipal Corporation or HOWSOEVER OTHERWISE the same is called known numbered described and distinguished more fully and specifically delineated in map or plan annexed hereto and marked with RED Border which is butted and bounded as follows:

On the North : By Premises No.123, Satyen Roy Road,
On the South : By Satyen Roy Road,
On the East : By Premises No. Satyen Roy Road
On the West : By 4 feet wide common passage

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals on the day month and year first above written.

SIGNED AND DELIVERED

by the Vendors at Kolkata

in the presence of :

1. Saurbi Mitra
(SAMBHI MITRA)
15/2/40, Jheel Road, Bank Plot,
Jadavpore,
Calcutta - 700075
2. DULAL MITRA
9/8 MIG. 2. GOLF Green Ph. 2
Calcutta - 700095

SIGNED AND DELIVERED

by the Purchaser at Kolkata

in the presence of :

1. Saurbi Mitra
(SAMBHI MITRA)
15/2/40 Jheel Road, Bank Plot,
Jadavpore,
Calcutta - 700075
2. DULAL MITRA
9/8 MIG. 2. GOLF Green Ph. 2
Calcutta - 700095

Drafted by

Pradip Chakrabarti
Advocate. WB/745/87.

1. Atul Chandra Datta
2. Karen Kumar Datta
3. Knishna Dutta
4. Arup Kumar Datta
5. Amrit K. Datta
6. Arindam Datta
7. Rose Kumar Datta
8. Amiya Kumar Datta

Manish Mitra

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 2,75,001/- (Rupees Two Lacs Seventy Five and One only) being the full consideration money as per memo below:

MEMO OF CONSIDERATION

By 15 Pices of 1000 Rupee
 R.B.I. notes $15 \times 1000 = 15,000/-$
 By 460 Pices of 500 Rupee
 R.B.I. notes $460 \times 500 = 2,30,000/-$
 By 300 Pices of 100 Rupee
 R.B.I. notes $300 \times 100 = 30,000/-$
 Total Rs. 2,75,001/-

(Rupees Two Lacs Seventy Five Thousand and One only)

1. Atul Chandra Datta
2. Anur Kumar Datta
3. Krishna Dutta
4. Anup Kumar Datta
5. Anil W. Datta
6. Arindam Datta
7. Anur Kumar Datta

V E N D O R S

8. Anur Kumar Datta

WITNESSES :-

1. Datta
 DULAL MITRA
 9/8 1916-2 G.M. Co. No. 2
 Cal-95
2. Sumit Kumar Das
 Shipore Jharkhand
 Kharab 27

SITE PLAN OF PREMISES NO 128 SATYEN
ROY ROAD, BEHALA - KOLKATA 700034

SCALE - 10'-0" = 1"

AREA OF LAND

HOUSE OF LATE PANCHAJANI GHOSE

4'-0" WIDE COMMON PASSAGE

7'-0"-9"

8'-6"

W.C.

56'-11"

EX. R.T. SHED 200 Sq. FEET.

PROPERTY LINE 52'-6"

TO DIAMOND HARBOUR ROAD

SATYEN ROY ROAD

20'-0" x 52'-2" =
20'-0" x 52'-2"