

01739/05

04832



12-30

11-3-05



Market Value assessed at Rs...

662,325/-

03DD 024126

ARA-B

27.7.05

Sudodh Muliak Sq.
734605 8-8-05
39350.00



ASHIS
10-8-05

admissible under Rule 21 duty stamps
under the Indian Stamp Act. 1899
as also as amended by W. Bengal
Stamp Amendment Act. 1988
Schedule IA. No. 23.52

23450

A-2937
E 2944

no Paid as under

49345.00

10-8-05

REGISTRAR OF ASSURANCES
KOLKATA



Kakoli Bose

THIS INDENTURE made this 11th day of March, Two Thousand and Five between (1) ASHIS KUMAR MUSTAFI son of Late Sudhangshu Kumar Mustafi, by faith Hindu, by occupation retired serviceman, residing at G-7, Vidyasagar Niketan, Salt Lake City, Kolkata - 700064

AND

(2) SMT KAKOLI BOSE wife of Santanu Bose, by faith Hindu, by occupation Housewife, residing at 2012 Sanderling Way, Lawrence Ville, Georgia - 30043, USA, now residing at No. 8/2A, Alipore park

Sundera
268000

No. 44503

Sold to Manjari De
of 9 Gokul Boral Street
Kolkata - 700012

Kolkata Collectorate,
Treasury.

[Signature]
Treasurer

Dated 8.3.2005

12.30 P.M.
Calcutta Registration Office
11th May 05
Kakoli Bose
Att. Executants

25000/-
1000/-
500/-
400/-

Registrar of Assurances
Calcutta 11/3/05

Kakoli Bose

3144

26900/-
Kakoli Bose wife of Santanu Bose
by faith Hindu by occupation Home
wife, of 2012 Sanderhighway, Lawrence
ville, Georgia-30043, USA at present of
8/2A, Alipore Park Road, Kol-27.

Kakoli Bose

3145

Ashish Kumar Mustafi 870ft Sudhanshu Kumar
Mustafi, by faith Hindu by occupation Retired Serniama
of G-7, Vidyasagar Niketan, Salt Lake city, Kol-64
Smt Manjari De wife of Ashoke Kumar De, by faith
Hindu, by occupation Retired Serniama holder of 9, Gokul
Boral Street, Kolkata-12

Ashish Kumar Mustafi

3146

[Signature]
Ashish Bishnu,
Adv.
Calcutta High Court

Manjari De

Registrar of Assurances
Calcutta 11/3/05

Identified by me
Ashish Bishnu, Adv.
Calcutta High Court



- 2 -



e.

Road, Kolkata - 700027, hereinafter referred to as the "VENDORS"
 (which term or expression shall unless excluded by or repugnant
 to the subject to or context be deemed to mean and include their
 respective heirs, executors, administrators, legal representatives
 and assigns) of the ONE PART AND SMT MANJARI DE wife of Sri Ashoke

Sl. No. 44503

Sold to Manjari De
of 9, Gokul Baral street
Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer.

Dated 8. 3. 2005.

1	—	25,000 f
1	—	1,000 f
1	—	500 f
4	—	400 f
		<hr/>
		26,900 f



1st Registrar of Assurances



-3-

Kumar De, by faith Hindu, by occupation retired service holder, residing at 9, Gokul Boral Street, Kolkata - 700012, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal

No. 44503

Sold to Manjari De
of 9, Gokul Baral Street
Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer.

Dated 8.3.2005

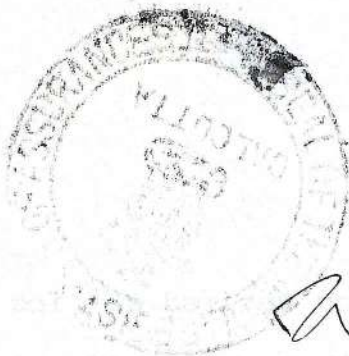
1 - 25,000 f

1 - 1,000 f

1 - 500 f

4 - 400 f

26,900 f



1431 Registrar of Assurances

Calcutta



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

00AA 127964

- 4 -

representatives and assigns) of the OTHER PART.

WHEREAS

- A) By a Bengali Kobala dated 23rd day of July, 1907 made between Sm.Sagar Tarini Dassi therein referred to as the Vendor of the One part and JYOTISH CHANDRA MUSTAFI therein referred to as

Sl. No. 44503

Sold to Manjari De

of 9, Gokul Baral Street

Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer.

Dated 8.3.2005

1 — 25000 f

1 — 1000 f

1 — 500 f

4 — 400 f

26900 f



1411 Registrar of Assurances
Calcutta



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

00AA 127965

-5-

the purchaser of the OTHER PART and registered at the office of the sub Registrar Calcutta in Book No. 1, Volume No.65 pages 239 to 245 Being no. 1720 for the year 1907 the said Vendor for the consideration therein mentioned sold conveyed transferred assigned and assured unto and in favour of the purchaser ALL THAT plot of land measuring Four

Sl. No 44523

Sold to Manjari De
of 9, Gokul Boral Street
..... Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer.

Dated 8.3.2007

1 -	25000
1 -	1000
1 -	500
4 -	400
	<hr/>
	26900



Registrar of Insurance
Kolkata



अभिज्ञदण पश्चिम बंगाल WEST BENGAL

00AA 127962

-6-

Cottahs Seven Chittacks and Ten Square feet be the same a little more or less situate lying at end being premises No.72/1, Sankhari Tola Lane, Calcutta more particularly described in the Second Schedule thereunder written.

Sl. No 44503 -

Sold to Manjari De
of 9, Gokul Boral Street
Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer.

Dated 8.3.2005.

1 - 25,000 f

1 - 1,000 f

1 - 500 f

4 - 400 f

26,900 f



Registrar of Assurances
Kolkata



गण्डिचन्द्र पश्चिम बंगाल WEST BENGAL

00AA 127963

-7-

- 2) The said Jyotish Chandra Mustafi after having purchased the said plot of land as aforesaid got his name mutated in the records of the corporation of Calcutta and constructed a two storied brick built building on the portion of the said plot of land and

Sl. No. 44503 -

Sold to Manjari De
of 9, Gokul Boral Street
Kolkata - 700012

Kolkata Collectorate,
Treasury.


Treasurer

Dated 8.3.2005.

1	-	25,000f
1	-	1,000f
1	-	500f
4	-	400f
		<hr/>
		26,900f



Registrar of Assurances-II
Kolkata

the said hereditament and premises which was since been assessed and numbered as premises no. 9, Gokul Boral Street, Kolkata-700012, by the Corporation of Calcutta subsequently known and renamed as Kolkata Municipal Corporation.

- C) On or about 18th March, 1930 the said Jyotish Chandra Mustafi died intestate leaving him surviving his sole widow Sm. Kshirode Basini Mustafi and there sons namely Sudhangshu Kumar Mustafi, Subodh Kumar Mustafi and Sudhir Kumar Mustafi and two married daughters viz. Pusalata Bose and Mayalata Goho. Particulars of the heirs and legal representatives of the deceased Jyotish Chandra Mustafi would appear from the First Schedule hereunder written.
- D) The heirs and legal representatives of Jyotish Chandra Mustafi, since deceased were thus jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT two storied brick built messuage, tenements, hereditament and dwelling house containing by estimation a super built up area of 5000 Sq. Feet together with piece or parcel of land measuring of Four Cottahs Seven Chittacks and Ten Square Feet be the same a little more ore less situate lying at and being Municipal premises No. 9, Gokul Boral Street, Kolkata - 700012, Block No. 7, Holding No. 247, under South Division, ward no. 51, P.S. Muchipara, within the limits of Kolkata Municipal Corporation, more particularly described in the Second Schedule hereunder written. In course of time the said building had been let out to tenant and had become old dilapidated and ruinous condition.

- E) On 9th day of January, 1965 Sudhangshu Kumar Mustafi, one of the sons and heirs and legal representatives of the said Jyotish Chandra Mustafi died intestate leaving him surviving his sole widow Sm. Indira Mustafi, mother Sm. Kshirode Basini Mustafi, his three sons namely Pradip Kumar Mustafi, Chandan Kumar Mustafi and Ashis Kumar Mustafi and one daughter Kumari Arati Mustafi who was spinster and died on 29th May, 1967.
- F) In or about June 1976 Sm. Kshirode Basini Mustafi died intestate leaving her surviving the widow and children of her predeceased son Sudhangshu, the other two sons Subodh and Sudhir and the heirs and legal representatives of her predeceased daughters Sm. Pushpalata Bose and Sm. Mayalata Goho.
- G) In or about 1983 the heirs and legal representatives of Sudhangshu Kumar Mustafi since deceased filed a partition and Administration suit in the Hon'ble High court at Calcutta being suit no. 788 of 1983 (Pradip Kumar Mustafi & Ors-vs-Sm. Siddheswari Mustafi & Ors.).
- H) The vendors herein are the heirs and legal representatives of Sri Sudhangshu Mustafi since deceased . They have been impleaded in the said partition and Administration Suit as the plaintiff nos. 3 and 2C.
- I) On or about 14th day of November, 2003 the parties to the suit filed a terms of settlement in the Hon'ble Court at Calcutta. Pursuant to and in terms of the said terms of settlement a preliminary decree was passed by the Hon'ble High court at Calcutta by consent of the parties declaring thereby the shares of the plaintiffs and the defendants to the following effect :*

PARTICULARS OF SHARES

<u>DESCRIPTION OF PARTIES</u>	<u>INDIVIDUAL PERCENTAGE OF SHARES</u>	<u>TOTAL PERCENTAGE OF SHARES</u>
<u>Plaintiffs :</u>		% of Shares
1) Pradip Kumar Mustafi	8.890	
2a) Sm. Ketaki Mustafi	2.963	
2b) Kinshuk Mustafi	2.963	
2c) Sm. Kakoli Bose	2.963	
3) Ashis Kumar Mustafi	<u>8.891</u>	26.67%
<u>Defendants :</u>		
1) Sm. Sidheswari Mustafi	30.836	
2) Sm. Manjari De	15.418	
3) Sm. Madhuri Som	<u>15.418</u>	61.672%
4) Jagadish Chandra Bose	1.943	
5) Ranjan Sircar	1.943	
6) Kalyani Mitra	<u>1.943</u>	5.829%
7A) Namita Goho	0.6476	
7B) Subhadra Goho	0.6476	
7C) Udayan Goho	0.6476	
8) Vaskar Churn Goho	1.9434	
9) Smt Aleya Goho	0.6476	
9B) Reeju Goho	0.6476	
9C) Smt. Param Kaur	<u>0.6476</u>	<u>5.829%</u>
	Total :	<u>100.00%</u>

J) In the backdrop of the aforesaid facts the Vendor no.(1) Ashis Kumar Mustafi has an undivided 8.891% share or interest and Smt. Kakoli Bose has an undivided 2.963% share or interest aggregating to undivided 11.854% share or interest and the said vendors are thus seized and possessed of or otherwise well and sufficiently entitled to ALL THAT

undivided 11.854% share of interest in ALL THAT old and dilapidated, tenanted two storied brick built meassuage, hereditament, tenement and dwelling house containing super built up area of 5000 Sq. Ft. together with piece or parcel of land containing by admeasurement an area of Four Cottahs Seven Chittacks and Ten Square Feet be the same a little more or less (Vendors' share thus being 592.7 Sq. Ft) situate lying at and being municipal premises no. 9, Gokul Boardal Street, Kolkata - 700012, Block no. 7, Holding No. 247 under South Division, Ward No. 51, P.S. Muchipara, within the limits of Kolkata Municipal Corporation more particularly described in the Third Schedule hereunder written hereinafter and the said undivided 11.854% share or interest of the Vendors for the sake of brevity referred to as the *said PREMISES*.

- K) The Vendors have agreed with the purchaser for the absolute sale unto the purchaser of ALL THAT ~~and~~ the undivided 11.854% share of the vendors in the said premises no. 9, Gokul Boral Street, Kolkata-700012, measuring 592.7 Sq. Ft. more particularly described in the Third Schedule hereunder written and the inheritance thereof in fee simple in possession at or for the price of Rs.268000/- being Rs.201000/- as price of 8.891% of undivided share or interest in the said premises payable to Vendor No.(1) Ashis Kumar Mustafi and Rs.67000/- being price for 2.963%, undivided share or interest in the said premises payable to Vendor No.(2) Smt.Kakoli Bose, thus totaling Rs.268000/- free from all encumbrances, charges, liens, lispense, trusts, acquisitions, requisitions and liabilities whatsoever nature.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in pursuance of the said agreement and in consideration of the said sum of Rs.268000/- (Rupees Two Lakh Sixty Eight Thousand) only paid by the purchaser to the Vendors at or before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the purchaser as well as the said premises hereby granted sold and conveyed) the Vendors doth hereby grant sell, convey, transfer assign, and assure unto and in favour of the purchaser ALL THAT undivided 11.854% share or interest of and in ALL THAT old dilapidated and tenanted two storied brick built messuage, hereditament, tenement, and dwelling containing super built up area of 5000 sq.Ft. together with piece or parcel of land measuring Four Cottahs Seven Chittacks and Ten Sq. Feet be the same a little more or less (Vendors' share being 592.7 Sq.Ft) situate lying at and being municipal premises no. 9, Gokul Boral Street, Kolkata - 700012, Block no. 7, Holding No. 247, under South Division, Ward No. 51, P.S.Muchipara within the limits of Kolkata Municipal Corporation more particularly described in Third Schedule hereunder written together with all Road, paths, lights, walls, yard, court yards and benefits of common passages, water, water courses, drains, sewerage and all and all manner of former and other rights, liabilities easements privileges emoluments advantages and appurtenances whatsoever to the said premises belonging to or in anywise Appurtenant or usually held used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively and the reversion or Reversions Remainder or Remainders AND ALL

the rent issues and profits thereof and every part thereof AND ALL the legal incidents thereof AND ALL THE ESTATE right, title interest inheritance use property possession claim and demand whatsoever both at law and in equity of the Vendors in to upon or in respect of the said premises and every part thereof herein comprised and hereby granted and transferred or expresses or expressed intended so to be and every part thereof AND ALL deeds pottahs muniments writing and evidence of title which in anywise exclusively relate to the said premises or any of them or any part thereof which are now hereafter shall or may be in the custody power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the premises AND SINGULAR OR OTHERWISE the premises herein comprised and hereby granted sold conveyed transferred assigned and assured expressed or intended so to be TOGETHER WITH all their right members and appurtenances belonging thereto and every part thereof respectively unto and to the use of the purchaser absolutely and forever free from all encumbrances and liabilities whatsoever.

The Vendors doth hereby covenant with the purchaser as follows :-

- i) That not withstanding any act, deed, matter or thing done or permitted to be done the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the "said premises" free from all encumbrances and liabilities whatsoever .
- ii) That the Vendors have good right, full power absolute authority and indefeasible title to grant sell, convey, transfer assign and assure their respective undivided share or interest as aforesaid in the "said premises" hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the purchaser in the manner as aforesaid according to the tenure under which the same are held free from all encumbrances and liabilities whatsoever.

- iii) That the purchaser shall and will any way from time to time and at all times hereinafter peaceably and quietly enter into hold possess and enjoy the "said premises", hereby granted and transferred and every part thereof without any lawful eviction interruption disturbance claim or demand whatsoever from or by the Vendors or any other person or persons whatsoever lawfully or equitably claimed through under or in trust for the vendors.
- iv) The free and clear and freely and clearly acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the vendors well and sufficiently served deferred kept harmless and indemnified of from and against all and manner of former and other trust estate charges mortgages liens lispendans attachments executions encumbrances whatsoever made or suffered by the vendors and ,
- v) That the vendors and all persons having lawfully or equitably claiming any right title or interest whatsoever in the said premises or any part thereof from through under or in trust for the vendors the vendors 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 deeds matters and things whatsoever for further better and more perfectly and effectually granting transferring and assuring the said premises and every part thereof unto and to the use of the purchaser as he shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO

GENEALOGICAL TABLE

Dr Jyotish Chandra Mustafi
(died on 18.03.1930)

Kshirode Basini Mustafi (wife)
(died on June, 1976)

pushpalata Bose
(daughter
died on 1972)

Mayalata Goho
(daughter) died in 1936

Subodh Kumar Mustafi (son) died 28.02.1980
Sudhir Kumar Mustafi (son died as bachelor)

Siddheswari Mustafi
(wife)

Birendra Vaskar Ashoke

Jayanti Mustafi
(daughter)
died on 05.02.91

Manjari De
(daughter)
wife of
Sri Ashoke
Kumar De

Madhuri Som
(daughter)
wife of
Sri P.K.Som

Arati Mustafi
(daughter)
died as
spinster
on
29.05.1967

Ashis Kumar Mustafi
(son)

Chandan Kumar Mustafi
(son) died

Pradip Kumar Mustafi
(son)

Subhadra Udayan
(daughter) (son) Reeru Param Kaur
(daughter)

Jagadish Chandra Bose
(daughter) died
(son) Bani Sarkar Kalyani Mitra
(daughter)

Smt.Ketaki Mustafi (wife)
Mr.Kingshuk Mustafi (son)
Smt.Kakoli Bose (Daughter)

Ranjan Sarkar

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT old dilapidated and tenanted two storied brick built messuage, tenement, hereditament and dwelling house containing a super built up area 5000 Sq.Ft. together with piece or parcel of land measuring Four Cottahs Seven Chittacks and Ten Square Feet be the same a little more less situate lying at and being Municipal premises no. 9, Gokul Boral Street, Kolkata - 700012, Block no.7 Holding No.247, under South Division, P.S. Muchipara, Ward No.51, of the Kolkata Municipal Corporation butted and bounded in the manner following :

ON THE NORTH BY : Premises No. 81, Dhiren Dhar Sarani
ON THE EAST BY : Premises No.11, Gokul Boral Street
ON THE SOUTH BY : Gokul Boral Street
ON THE WEST BY : Bancharam Akrur Lane/Dhiren Dhar Sarani

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 11.854% share or interest (being undivided 8.891% share or interest of the vendor no.(1) and undivided 2.963% share or interest of the vendor no.(2) of and in ALL THAT old dilapidated and tenanted two storied brick built messuage, hereditament, tenement, and dwelling house containing a super built up area of 5000 Sq.Ft. together with piece or parcel of land measuring Four Cottahs Seven Chittacks and Ten Sq.Ft. be the same a little more or less (Vendors share being 592.7 Sq.Ft) situate lying at and being municipal premises no. 9, Gokul Boral Street, Kolkata - 700012 Block No.7 Holding no.247, under South Division, ward no.51, P.S. Muchipara, within the limits of Kolkata Municipal Corporation.

IN WITNESS WHEREOF the vendors have hereunto set and subscribed their respective hands the day Month and year First above written

SIGNED AND DELIVERED by the presence of :

Shri Kumar Mustaf.
Kakoli Bose

1. Soumen drakumar Bandopadhyay.
201, Manicktala Main Road.
Flat No. 27. KOLKATA - 700054.
2. Anish Biswas, Advocate
40C, Chittaranjan Avenue,
Kol - 700012

SIGNED AND DELIVERED by the

PURCHASER at Kolkata in the presence of :

1. Soumen drakumar Bandopadhyay.
201, Manicktala Main Road.
Flat No. 27. Kolkata - 700054.
2. Anish Biswas, Advocate
Calcutta Law Chamber,
40C, Chittaranjan Avenue,
Kolkata - 700012

Manjari De.

Anish Biswas, Adv.

Drafted and Prepared by

Anish Biswas, Advocate

Calcutta Law Chamber

40C, Chittaranjan Avenue

Kolkata - 700012.

R E C E I P T

RECEIVED of and from the
within named PURCHASER the within
Mentioned consideration money
in full payable under these present
as per Memo below :

Rs. 268000.00

Rs. 268000.00

(Rupees Two Lakh Sixty Eight Thousand only)

M E M O O F C O N S I D E R A T I O N

By Banker's cheque no. 900432 dated
9.3.2005 drawn on Allahabad Bank
B.B. Ganguly Street Branch, Kolkata
in favour of Ashis Kumar Mustafi,
Vendor herein

Rs. 2,01,000/-

By Banker's cheque no. 484490 dated
9.3.2005 drawn on Bank of Baroda,
Dharamtalla, Kolkata in favour of
Kakoli Bose, Vendor herein

Rs. 67,000/-

Rs. 2,68,000/-

(Rupees Two Lakhs Sixty Eight Thousand only)

Ashis Kumar Mustafi
Kakoli Bose











Witness:

1. Soumenendra Kumar Bandopadhyay,
201, Manicktala Main Road. Flat No. 27.
Kolkata: 700054.
- 2) Anish Binray, Adv.
40C, Chittaranjan Avenue,
Kolkata - 700012

SPECIMEN FORM FOR TEN FINGERPRINTS











PHOTO

John Kumar Musty

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








PHOTO

Kakoli Bose

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

PHOTO

Manjuri De

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

PHOTO

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

Book No. 1
Volume No. I
Pages 1 to 27
Being No. 04832
for the year 2005

DATED 11th DAY OF MARCH, 2005

B E T W E E N

ASHIS KUMAR MUSTAFI &
SRI KAKOLI BOSE

VENDORS

AND

SM. MANJARI DE

PURCHASER



90
Addl. Registrar of Assurances
Calcutta
22/8/05

C O N V E Y A N C E



ANISH BISWAS, ADVOCATE
CALCUTTA LAW CHAMBER
40C, CHITTARANJAN AVENUE
KOLKATA-700012
PH.NO. 22120755 (CH.& RES I)
98304 -32835 (MOBILE)

Addl. Registrar of Assurances
Calcutta