

12561

Stamp duty paid under the Indian stamp Act 1899 as amended by Act III of 1922 and section 82(i) of Calcutta Improvement Act 1911 Schedule IA No. 23

Stamp duty paid under the Indian stamp Act as amended by Act III of 1922. Additional duty under the Calcutta Improvement Act, 1911

Paid in excess Total

Fees paid as under

Handwritten signature and date 20/8

THIS INDENTURE made the third day of One

Thousand Nine Hundred and Thirty-seven BETWEEN THE TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA a body corporate constituted by the Calcutta

Improvement Act, 1911 (Bengal Act V of 1911) and hereinafter referred to as "The Board" of the one part and Panna Lal Seal of No. 46/2, Haldarpara Road, Kalighat, Calcutta, son of late Narsing Chandra Seal by caste subarnabanik by occupation business-man hereinafter called "The Purchaser" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and/or assigns of the other part WHEREAS the Board are now absolutely seized and possessed of or otherwise well and sufficiently entitled free from encumbrances to the land hereditaments and premises in the Schedule

hereto more particularly mentioned and described and intended to be hereby granted conveyed transferred and assured and have contracted with the Purchaser for the absolute sale thereof to him at or for the price of Rs. 8,789/- (Rupees eight thousand seven hundred and eighty-nine only)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said AGREEMENT and in consideration of the said sum of Rs. 8,789/- (Rupees eight thousand seven hundred and eighty-nine only) whereof the sum of Rs. 4,394-8-0 (Rupees four thousand three hundred and ninety-four and annas eight only) being a moiety of the consideration money has been paid to the Board by the Purchaser on or before the execution of these presents (the receipt whereof the Board do hereby acknowledge) and the balance whereof namely the sum of Rs. 4,394-8-0 (Rupees four thousand three hundred and ninety-four and annas eight only) is to be secured by an Indenture of charge of even date with but executed immediately after these presents upon the said premises and made between the Purchaser of the one part and the Board of the other part the Board hereby grant convey and transfer unto the Purchaser ALL the land hereditaments and premises more particularly described in the Schedule hereto TOGETHER with all buildings out-houses compounds trees fences liberties privileges easements rights lights

VERDANT CONSTRUCTIONS LLP Represented by KARAN AGARWALA As Constituted Attorney For Moondust Tracom Pvt. Ltd.

VERDANT CONSTRUCTIONS LLP Represented by HARSHIT BAHETI As Constituted Attorney For Moondust Tracom Pvt. Ltd.

MARKED

Handwritten notes: 135, 175, 370

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appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or in any wise appertaining held used or occupied therewith and all the estate right title and interest property claim and demand whatsoever of the Board into or upon the same and every part thereof TO HAVE AND TO HOLD the same unto the Purchaser for ever.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of revenue free land containing an area of 4 kottahs 14 chittacks 35 square feet be the same a little more or less situate and being Plot No. 116 of the surplus lands in Calcutta Improvement Scheme No. XXXIII formed out of old municipal premises Nos. 107, Lake road, 112, Russa Road and old drain, comprised in Holdings Nos. 77, 60 and 57 respectively in Sub-Division R, Division VI, Lihi Panchannogram, Thana Tollygunge, Sub-Registration Office Alipore in the District of 24-Parganas, or howsoever otherwise the same hereditaments and premises are situated bounded called known described or distinguished and which said piece or parcel of land is more particularly delineated on the map or plan hereto annexed and thereon coloured pink.

In Witness

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Harshit

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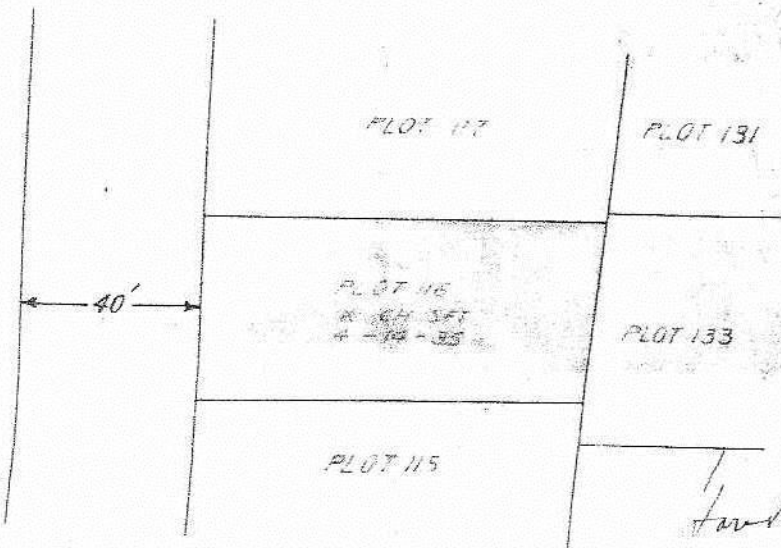
District Sub-Registrar.

— SCHEME NR XXXIII —
 — SURPLUS LAND —
 — PLOT NR 116 —
 — SCALE 10 FT = 1 INCH —



C. W. Gurner
 CHAIRMAN.

Witness: *Nank Chandan Sen*



Trustee
 TRUSTEE.
Secretary
 SECRETARY.

Witnesses:-

1. Manoj Prasad Chatterjee
2. Ranajit Kumar...

Panna Lax Seal

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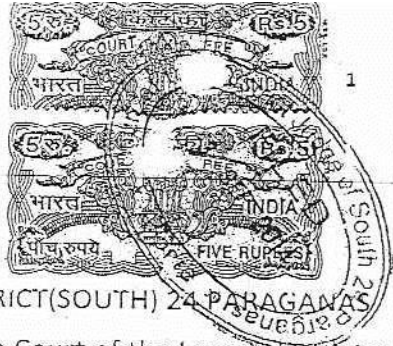
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S. S. Gupta

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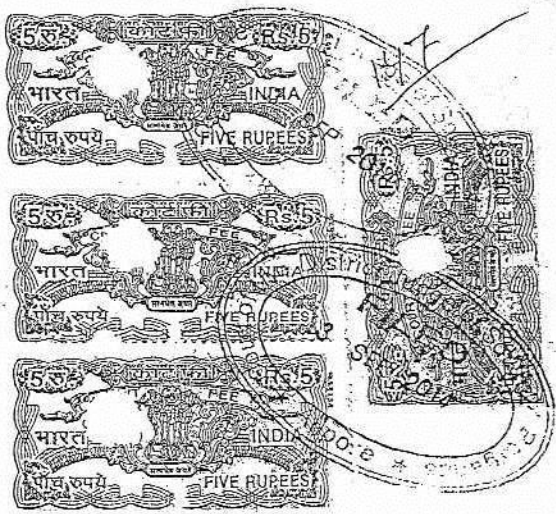
5/15/14



DISTRICT(SOUTH) 24 PARGANAS

In the Court of the Learned District Judge at Alipore.

Parasuram Seal
Salil Kumar Seal
Ashim Seal
Chakra Seal
Subrata Seal
Sumit Seal
Shankar Seal
F. Seal of
3-9-14



Misc. Case No. 325 of 2014

In the matter of:

An application under Section 34 of the Indian Trust Act.

AND

In the matter of:

An application for obtaining necessary Permission for development /sell of land and structure lying and situate at premises No.41,Parasar Road,Police Station-Tollygunge, Kolkata-700029.

AND

In the matter of:

1. Sri Paban Kumar Seal
2. Sri Salil Kumar Seal
both sons of Late Biswanath Seal
3. Sri Shankar Seal
son of Late Tapan Kumar Seal
4. Sri Ashim Seal
5. Sri Probir Seal
both sons of Late Gopinath Seal
6. Sri Subrata Seal
7. Sri Sumit Seal

both sons of late Bholanath seal all residing at premises No. 41,Parasar Road,Police

18873/14



-3 SEP 2014

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2
 ✓ Pabankundi
 ✓ Sall Kumar Seal
 ✓ Atinsal
 ✓ Pabank Seal
 ✓ Subnoto Sab
 ✓ Summit Seal
 ✓ Shankardal
 ✓ J. J. J.
 ✓ A. A.
 3-8-14



Station-Tollygunge, Kolkata-700029.

...Petitioners/ Applicants

The humble petition of the applicants above named.

Most respectfully Sheweth:-

1. That all that peace and parcel of partly two and partly three storied building brick built message tenement or residential house together with piece and parcel of revenue free land containg by measureme 5 cottahs more or less situate and lying at and being premises No. 41,Parasar Road, within the limit of Town of Kolkata formerly plot No.116 of the surplus land in Calcutta improvement sheet No.XXXIII formed out of old municipal Premises No.107 Lake Road 112, Russa Road and old drain comprising holding No.77, 60 and 57 respectively in division VI sub-Devision iv, Dehi-Panchannagram,Police Station-Tollygunge in the District of 24 Paraganas belong to Pannalal Seal.

The said property is the subject matter of this case morefully and particularly described in the schedule below and for the sake of brevity hereafter referred to the suit property.

2. That the said Pannalal Seal while exercising his ownership right in respect of the suit property executed an indenture made on 08-07-1946 where in he established and consecrated the idol or thakur Sri Sri Iswar Narayan sila, Sree Sree Iswar Laxmimata Thakurani, Sree Sree Iswar Gopal Jew and Sree Sree Jagannath dev Jew and dedicated the suit property along with other properties in favour of the idol.



3 SEP 2014

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3 SEP 2014

✓ Pannalall Seal
✓ Salil Kumar Seal
✓ Ashim Seal
✓ Prabh Seal
✓ Subrata Seal
✓ Sumit Seal
✓ Bholanath Seal
3-9-14

3. That in the said deed of Indenture it is provided that Pannalall Seal appointed himself as first trustee /shebait and after his death his three sons namely Biswanath seal, Gopi Nath Seal and Bholanath Seal shall be the joint Trustee/shebait of these presents and after the death of the said Biswa Nath Seal Gopinath Seal and Bholanath Seal the senior male member of his line for the time being shall jointly with the remaining trustees be the joint Trustees/Sebaites of the properties.
4. That the said Pannalall Seal died intestate on 29th August 1972 leaving behind surviving him his three sons namely Biswanath Seal, Gopinath Seal and Bholanath Seal as his legal heirs and successors.
5. That the said Biswanath Seal died intestate on 25th May 1994 Leaving behind his three sons namely Sri Paban Kumar Seal, Tapan Kumar Seal and Sri Salil Kumar Seal as his legal heirs and successors.
6. That the said Gopinath Seal also died intestate on 18-11-1999 Leaving behind his two sons namely Sri Ashim Seal and Sri Prabir Seal as his legal heirs and successors.
7. That the said Tapan Kumar Seal died intestate on 20-02-2014 Leaving behind his son Sri Shankar Seal as his legal heirs and successors.
8. The said Bholanath seal died intestate on 17-01-2002 Leaving behind two sons namely Sri Subrata seal and Sri Sumit Seal as his Legal heirs and successors.



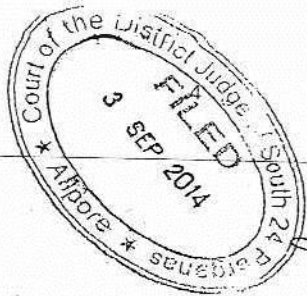
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Shankar Seal
Sabit Kumar Seal
Ajin Seal
Sudip Seal
Sudip Seal
Shankar Seal
B-9-4

9. That at present the Applicants being the male members/sebaits of the Deities as per indenture made on 08-07-1946 by Pannalal Seal along with other properties.

10. That the major portion of the building at premises No. 41, Parasar Road, Police Station-Tollygunge, Kolkata-700029 has been occupied by several tenants. The major portion of the building at premises No.46/2, Haldar Para Road, Kolkata-700026 has also been occupied by tenants wherein the deities of the estate have been installed at a small portion of the said premises. Moreover the structure of the building of the both premises are very old and delapidated conditions.

11. That the rental income from the tenants of the both the premises is very meager that is to say Rs. 2520=00 P. per month which is absolutely insufficient for the purpose of maintainance of the said properties taking into consideration of the present Municipal taxes and other statutory outgoings due and payable to the respective statutory authorities. Moreover all the tenants in the said properties are very old and inspite of best effort none of the tenants are at present agreeable to vacate their respective tenancies neither they are increasing the rent.

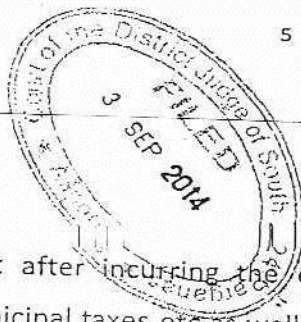


12. That in view of meager rental income of the properties it has become very difficult for the applicants to perform the seba puja and it is not possible for the Applicants in their individual capacity for maintainance of the building upon the said properties.

3 SEP 2014

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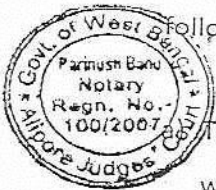
Harshita
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Subscribed:
Sally Kumar Seal
M. H. H. Seal
Subrata Seal
Sunit Seal
Shankar Seal
M. H. H. Seal
g-g-w

13. That after incurring the expenses towards statutory liability like municipal taxes etc as well as maintaining common portion like stair case landing and keeping the care taker virtually nothing is left out for the purpose of proper seba puja of the said deities.

14. That in view of such situation and also taking into consideration of minimum requirement of repairing of the entire building of the both premises the Applicants not having any sufficient fund have decided to get the property as described in schedule A developed by an established developer of Kolkata and accordingly the applicant in their individual capacity as well as the seba it of the said deities approached Moondust Tracom Private Limited having its registered office at 6 Ganga Prasad Mukherjee Road Kolkata-700025, a renowned establish developer of Kolkata for development of the property as described in Schedule A hereunder written on the



following basis terms and conditions:-

- a) To construct a new building at the said premises after negotiating with the tenants.
- b) Out of which total constructed area the owner shall get 40 percent and the Developer shall get 60 percent of total constructed area
- c) To pay the sum of Rs.35 lacs.

3 SEP 2014

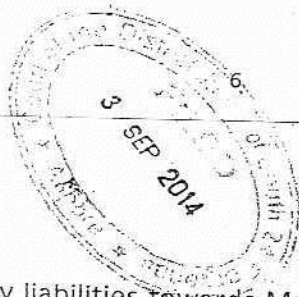
15. The Applicants submit that if the Learned Court pleases to allow your petitioners to develop the property as described in Schedule A below the seba puja of the said deities can be performed very smoothly and

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✓ Talwar Seal
 ✓ Salil Kumar Seal
 ✓ Apin Seal
 ✓ Subrata Seal
 ✓ Sunil Seal
 ✓ Anant Seal
 ✓ [Signature]
 ✓ [Signature] 3-9-14

statutory liabilities towards Municipal taxes and other outgoings will also be minimized.

16. Your petitioners submit that necessary order may kindly passed by allowing your petitioner to enter in to an agreement for development with Moondust Tracom Private Limited as other wish your petitioners will be seriously prejudiced.

17. That this application is made bonafide and for interest of justice.

In the premises it is therefore humbly prayed that your Honour would graciously be pleased to allow:-

- a) Your petitioners to enter in to an agreement for development with Moondust Tracom Private Limited.
- b) Your petitioners to sale the developers allocation to any third party stranger.
- c) To pass any other order or orders as your Honour made in fit and proper.

And for this your petitioner as in duty bound shall ever pray.



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3 SEP 2014

Schedule A

- ✓ *Sakuntal*
- ✓ *Sabir Kumar Seal*
- ✓ *Ashim Seal*
- ✓ *Pradip Seal*
- ✓ *Suprata Seal*
- ✓ *Sunit Seal*
- ✓ *Shankar Seal*

ALL THAT partly two and partly three storied brick built message tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging containing by measurement five cottahs more or less situate lying at and being premises no.41, Parasar Road, within the Municipal limits of the town of Kolkata formerly plot No.116, of the Surplus lands in Kolkata Improvement Scheme No.XXXIII formed out of old Municipal premises Nos. 107, Lake Road 112 Russa Road and old Drain Comprised in Holding Nos.77 , 60 and 57 respectively in Division Vi sub-Division "R" Dehi Panchannogram Thana Tollygunge, Sub-Registry Alipore in the District (South) of 24 Paraganas.

Schedule B



ALL THAT two storied brick built message tenement or dwelling ouse together with revenue free land thereunto belonging containing by measurement 1 cottah more or less situate lying at and being Premises No.46/2, Haldarpara Road within the Municipal Limits of the town of Calcutta Comprised in Holding No.177, (formerly No.76) Division VI Sub-Division F Dehi Panchannogram Touzi No.2833(formerly 1298) Thana Bhowanipore Sub-Registry Alipore.

13 SEP 2014

Gurupad Haldar
Ko/ 236

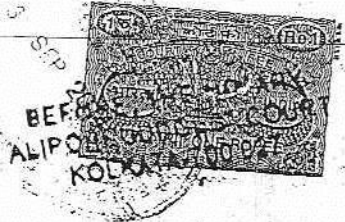
Gopnath
Baheti

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 As Constituted Attorney
 For Moondust Tracom Pvt. Ltd.

Touzi

Handwritten signature and date: 3-9-14



148

AFFIDAVIT

Sl. No. 36/3-9-14

Banu

I, SRI PANBAN KUMAR SEAL son of Late Biswanath Seal aged about years, by faith- Hindu, by occupation- Business, residing at premises No. 41, Parasar Road, Police Station-Tollygunge, Kolkata-700029, do hereby solemnly affirm and declare as follows.

1. I am the petitioner No.1 of above case and am well conversant with the facts and circumstances of this case.
2. That the statements made in paragraph 1 to 14 of the foregoing application are true to my knowledge and the rest made thereof are my humble submission before this Learned Court.
3. That statements made above are true to my knowledge.

Deponent

Handwritten signature of deponent

Identified by me

Handwritten signature of identifying advocate

Advocate.



Solemnly declared and affirmed at Alipore Judges' Court, Cal-27 on identification at A.M.P.M under Notaries Act.

Handwritten signature and date: 3-9-14

Smt. PARINUSH BANU
Notary, Govt. of West Bengal
100/2007

-3 SEP 2014

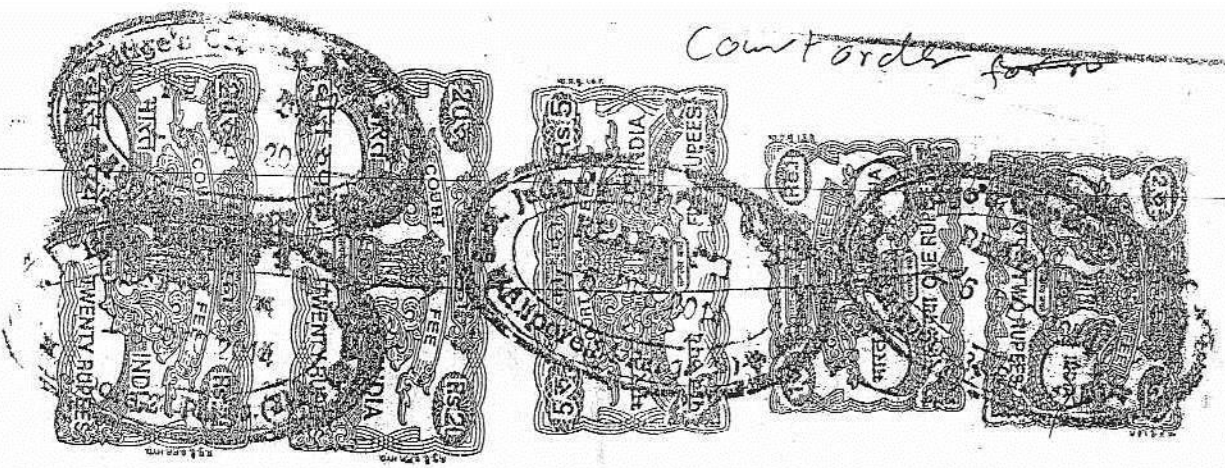
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Court order for



127

3-12-14

5-12-14

5-12-14

5-12-14

6-12-14

200-4100/14 dt 3/12/14

In the Court of the Hon. District Judge, Aizawl
Misc. - 395/14

Sri. Prabir K. Seal & Os Petitioners.

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Sri Pralix Un Seal Bors. - - Petr.

Misc case no. 325/14

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E-DK 1101
dt. 3-12-14
O.S. 2 sheet
Plan - 8 sheet
Total 10 sheet
5-12-14

Order no. 2 dated 27.11.14

SHRIMP. JUDGE
COURT 24-PARAGAN
ALPORE

The record is put on the prayer of the applicants/petitioners who has filed a petition to move an application filed by them on behalf of them U/s 34 of Indian Trusty Act. The applicants have filed evidences supported by one affidavit of Sri. Paban Kumar Seal i.e, the applicant no.1 and also some documents with firisi. Perused the materials on record. Heard Ld. Advocate for the applicants.

Applicants have filed this petition with the followings prayers :

- 1) enter into an agreement for development with Moondust Trackcom Pvt. Ltd
- 2) to sale the developers allocation to any third party stranger.
- 3) any order as, this court think fit and proper.

The property is partly two storied and partly three storied dwelling house situated on the premises no.41 Parasar Road , PS : Tollygunge within Kolkata Municipal Corporation and two stored brick built dwelling house lying and situated on premises no. 46/2 Halder Para Road within PS: Bhawanipore which have been described as schedule "A" and schedule "B" property respectively.

The applicants case, in short, is that the schedule property belonged to one Pannalal Seal. During his life time Pannalal Seal executed an indenture deed on 08.07.46, wherein he established the idol or Thakur Sri Sri Iswar Narayan Sila, Sri Sri Iswar Laxmimata Thakurani, Sr Sri Iswar Gopal Gew and dedicated the suit property along with other properties in favour of the idol. In the said deed of indenture Pannalal Seal appointed himself as first trustee/sebait and after his death his three sons, viz. Biswanath Seal, Gopinath Seal and Bholanath Seal shall be joint trustees/sebait and after the death of said Biswanath, Gopinath and Bholanath, the senior male member of his line shall jointly with the remaining trustees be a joint trustees/sebait of the properties. Pannala Seal died intestate on 29.08.72 leaving behind his three sons Viz. Biswanath Seal, Gopinath Seal and Bholanath Seal as his legal heirs and successors. Biswanath Seal died on 25.05.84 leaving behind his three sons viz. Paban, Tapan and Salil. Gopinath Seal also died intestate on 18.11.1999 leaving behind his two sons viz. Asim and Prabir as his legal heirs and successors. Tapan Kumar Seal died intestate his son Shankar as his legal heirs and successors. Bholanath died intestate on 07.01.02 leaving behind his two sons viz. Subrata and Sumit as his legal heirs and successors. The present applicants being the male member/sebait of the deity as per indenture made on 08.07.46 by Pannalal Seal became the

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For Moondust Tracom Pvt. Ltd.

seba/ owner of the properties. The major portion of the building on the premises no. 41, Parasar Road, PS : Tollygunge, Kol-29 (A schedule property) has been occupied by several tenants. The major portion of the building on premises no. 46/2 Halder Para Road PS : Bhawanipore , Kol-29 has also been occupied by the tenants. Major structure of the building of the both premises have become old and dilapidated. The applicants submit that the rental came from both the tenancy is very miger i.e, say Rs.2520/- per month which is absolutely insufficient for the purpose of maintenance of the said property, taking into consideration of the present municipal taxes and other statutory out due payable to the respective statutory authorities. Moreover, all the tenants of the said property have been living for long and at present they are not agreeable to vacate their respective tenancy or to enhance the rent. Applicants have stated that they have no suffioient fund to maintain the schedule properties and as such they approached Moondust Trackcom Pvt. Ltd having is registered office at premises no. 6, Ganga Prasad Mukherjee Road Kolkata - 25 for development of the property, on the terms and conditions that the building in the schedule A property will be constructed after negotiation with the tenant and owner shall get 40 % and developers shall get 60% of the total area and to pay sum of Rs.35 Lakhs. Hence, the application.

In course of hearing, several documents like indenture deed dated 08.07.46 executed by the Pannalal Seal, the corporation tax receipts, Offer letter given by the Moondust Trackcom Pvt. Ltd to the applicants on 29.04.14 have been placed for consideration.

Having heard the Ld. Advocate for the applicants and on going through the the materials placed before me, it emerges that on 08.07.46 the Pannalal Seal while exercising his ownership in respect of the schedule properties executed an indenture deed wherein he established and consecrated the idol of Thakur Sri Sri Narayan Sila, Sri Sri Laxminata Thakurani, Sri Sri Iswar Gopal Gew and Sri Sri Jagganath Deb and dedicated the schedule property along with other properties in favour of the idol. In the said deed of indenture it is made clear, Pannalal Seal appointed himself as first trustee and after his death his 3 sons viz. Biswanath Seal, Gopinath Seal and Bholanath Seal shall be joint trustees and after death of them, the senior male member of their line shall jointly be the remaining trustees. It is also become quite clear that Pannalal Seal passed away on 29.08.72 leaving behind him his three sons viz. Biswanath Seal, Gopinath Seal and Bholanath Seal as his legal heirs and successors. Biwsanath and Gopinath died on 25.05.94 and 18.04.99 respectively leaving behind applicant no.1,2,4 and 5 respectively. Similarly Biswanath died leaving behind applicant no. 6 and 7. Tapan died intestate on 20.02.14 leaving behind Sri Sankar Seal i.e, applicant no.3. All the legal heirs and successors in the line of Pannalal Seal have approached this court for granting them permission to enter into development agreement with Moondust Trackcom Pvt. Ltd having its registered office on ,6 Ganga Prasad Mukherjee Road, Kol-25. The facts and circumstances and materials on

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record clearly indicates that the present applicants have acquired right being successors and legal heirs of Pannalal Seal who was exercising his ownership in the schedule properties.

The materials on record speak that the buildings are in dilapidated condition and there are several tenants who are not inclined to ~~enhance the rents of~~ their tenancy. Prior to entering into any construction and any manner whatsoever the first object must would be to evict the tenants from the schedule properties in accordance with law.

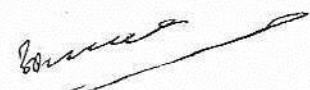
For the reasons ^{aforsaid,} I dispose of this case filed by the applicants U/s 34 of Indian Trust Act with an observation that the applicants do not require any permission to enter into any agreement with Moondust Trackcom Pvt. Ltd for development of schedule properties as mentioned in the application.

The applicants shall have every right to sale or develop the property after mutating their names in the record of Kolkata Municipal Corporation.

D/C by me



District and Sessions Judge



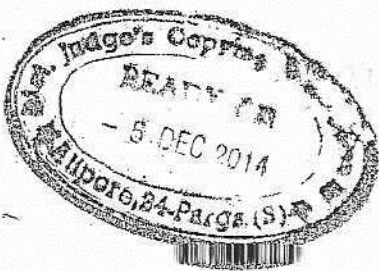
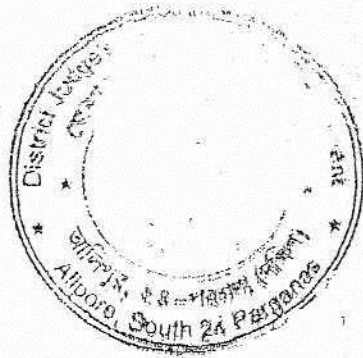
District and Sessions Judge

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