

03334/15 (E)

03463/15

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

23/4/15 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 483208

8-8153/15
मु. रु. 1,00,00,000/-

I certify that the Document is admitted in
regulation. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document

Additional Registrar
of Assurances-1 Kolkata

23.4.15

DEED OF CONVEYANCE

THIS INDENTURE is made this 23rd day of April, 2015;

B E T W E E N

**SREE SREE ANNAPURNA DEVI THAKURANI, SREE SREE
SHIVALINGA SHIVA THAKUR and SREE SREE SALIGRAM
SHILA NARAYAN THAKUR**, having its temple at 42/1, Chetla
Road, P.S. – Alipore, P.O. – Alipore, Kolkata – 700027, represented

Sl. No. - 100 Date 20/4/2015 Rs 50/-

Name M. Saha

Address Adv. City Civil Court, Kolkata

Stamp Vender Alipure Judges Court, Kol-27

[Signature]



ADDITIONAL JUDGE
OF ASSURANCE, KOLKATA
23 APR 2015

Harekrishna Dey
2, Chella Street Road
Kolkata - 22

P.S. - Alipura

S/o. Late Jatindra Mohan Dey
Service

by their Shebaites namely (1) **SRI SUJOY GANGULY** (having PAN: ADEPG6454F), son of Late Krishna Chandra Ganguly, by faith - Hindu, by occupation - Business, residing at Premises No. 42C, Chetla Road, P.S. - Alipore, P.O. - Alipore, Kolkata - 700027, (2) **SRI PARTHA SARATHI GANGULY** (having PAN: ADWPG6587F), son of Late Tarak Nath Ganguly, by faith - Hindu, by occupation - Business, residing at Premises No. 42A, Chetla Road, P.S. - Alipore, P.O. - Alipore, Kolkata - 700027 and (3) **SRI SIDDHARTHA GANGULY** (having PAN: ADUPG1212B), son of Late Tarak Nath Ganguly, by faith - Hindu, by occupation - Business, residing at Premises No. 42A, Chetla Road, P.S. - Alipore, P.O. - Alipore, Kolkata - 700027, hereinafter jointly called and referred to as the **VENDORS** (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

SRI BIJAY SHROFF (having PAN: ALPPS2840A), son of Late Babulalji Shroff, by faith - Hindu, by occupation - Business, residing at Premises No. 18, New Road, P.S. - Alipore, Kolkata - 700027, hereinafter called and referred to as the **PURCHASER** (which terms or expressions shall unless excluded by or



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
23 APR 2015

repugnant to the context or subject be deemed to include his heirs, successors, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS by virtue of a registered Sale Deed dated 15.11.1935 registered in the office of the District Sub-Registrar of 24-Parganas, Alipore and recorded in Book No. I, Volume No. 53, Pages 267 to 272, being Deed No. 4738 for the year 1935 the Commissioner of the Port of Calcutta as the Vendors therein sold, transferred and conveyed unto and in favour of one Pratap Chandra Ganguly (now deceased), the Purchaser therein **ALL THAT** piece or parcel of revenue free land, containing an area 19 cottahs 2 chittaks 26 sq. ft. more or less, lying and situated at Mouza - Chetla, Mohesh Dutta Lane, P.S. - Alipore, Sub-Registry Office at Alipore, District - 24-Parganas **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances against the valuable consideration as mentioned therein and for the sake of brevity hereinafter called and referred to as the said land.

AND WHEREAS the said Protap Chandra Ganguly (now deceased) formulated a scheme to form a Debottar Estate with himself as the sole Shebait and accordingly he decided to contribute his all lands including the said land, houses and

erected structures thereon for the service of the deities and for other religious purposes under the Hindu rites and faith.

AND WHEREAS by a registered Bengali Arpannama dated 12.02.1937 recorded in Book No. I, Volume No. 28, Pages 63 to 71, being Deed No. 509 for the year 1937, registered in D.S.R.O. at Alipore, the said Late Protap Chandra Ganguly as the settler therein dedicated in favour of the deities the properties mentioned above for religious purposes particularly to the deities Sree Sree Annapurna Devi Thakurani, Sree Sree Shivalinga Shiv Thakur and Sree Sree Saligram Shila Narayan Thakur who were consecrated much before the execution of the aforesaid Arpannama besides dedications of the Debottar properties mentioned in the Arpannama in favour of the said Deities, the said Protap Chandra Ganguly (since deceased) by the said Arpannama directed his Temple at 42/1, Chetla Road, P.S. - Alipore, Calcutta - 700027 for daily seba and worship of the said three deities, as also the Annual performance of the religious ceremonies relating to the Durga puja, Kali puja, Annapurna puja, Laxmi Puja, Saraswati puja etc. every year regularly.

AND WHEREAS after the death of the said Protap Chandra Ganguly the Estate devolved upon his second son Behari Lal Ganguly and youngest son Krishna Chandra Ganguly in terms of the aforesaid registered Arpannama dated 12.02.1937.

AND WHEREAS with the death of the said Beharilal Ganguly, as one of the Shebaites, the Estate devolved upon with his eldest son Sri Tarak Nath Ganguly in accordance with the terms of the said registered Arpannama dated 12.02.1937.

AND WHEREAS with the death of the said Krishna Chandra Ganguly, as one of the Shebaites, the Estate devolved upon with his one son Sri Sujoy Ganguly in accordance with the terms of the said registered Arpannama dated 12.02.1937.

AND WHEREAS the predecessor in interest of the present Shebaites jointly applied and mutated the names of the deities with the records of the Calcutta Municipal Corporation in respect of the said land and accordingly the same was known called and recorded as 109A, Alipore Road, Calcutta, formerly under New Alipore Police Station now under Chetla Police Station, District - South 24-Parganas.

AND WHEREAS with the evolution of time, the price index had/had gone very high and it had/had become a very hard to bear the day to day service of the deities and to hold religious ceremonies associated with it with the income derived from the Debottar properties, which had/had not appreciably increased since long past and the aforesaid Shebaites were/are no more able to provide fund out of their own procures to meet up the Municipal Taxes as well as for the repair of the buildings which

are now in a state of immediate need of emergent repair and in consideration of the facts stated above, the predecessor in interest of the present Shebaites of the Deities, the Vendors herein, became eager to dispose of some of the properties mentioned in the Schedule of the said Arpannama which are now fetching absolute low rent and the money obtained from such sale transaction be utilized towards payment of arrear Municipal Taxes, necessary maintenance and repairing works etc. and other expenses necessary to augment the income of the Debottar Estate in order to meet up expenses of daily seva puja and other festival of the deities and its maintenance.

AND WHEREAS having knowledge of the intention of the Shebaites some of the parties namely Samir Kumar Mitra & Ors. expressed their intention to the Vendors and/or their predecessor in interest for purchasing ALL THAT piece or parcel of land, measuring about 8 Cottahs 8 chittaks 33 sq. ft. more or less TOGETHER WITH structure standing thereon, lying and situates and being Western portion of Premises No. 109A, Alipore Road, P.S. - New Alipore (now under Chetla Police Station), Calcutta - 700027, Ward No. 82, within the limits of the Kolkata Municipal Corporation, D.R. office at Alipore, District - South 24-Parganas out of the said land into several plots upon physical verification as is where is and whatever it is basis against the valuable consideration and in pursuance thereto the Vendors and/or their

predecessor in interest of the present Shebaita filed a Misc. Case being Misc. Case No. 30 of 1983 before the Learned District Judge at Alipore and accordingly the Learned District Judge at Alipore was pleased to grant permission vide Order No. 5 dated 04.05.1983 to the Shebaita for selling the schedule property to the intending purchaser/s against valuable consideration and for the sake of brevity hereinafter called and referred to as the said property and more fully described in the Schedule hereunder written.

AND WHEREAS after passing of the said order dated 04.05.1983 the persons who were interested to purchase the said property failed or neglected to get Sale Deed registered in respect of the said property and subsequently the aforesaid Misc. Case 30 of 1983 was transferred before the Learned Additional District Judge 8th Court, at Alipore for disposal.

AND WHEREAS on 15.06.2006 the said Tarak Nath Ganguly died and accordingly in terms of the registered Arpanama dated 12.02.1937 his two sons namely Parthasarathi Ganguly and Siddhartha Ganguly became the Shebaita along with the said Sujoy Ganguly in place and instead of the said Tarak Nath Ganguly since deceased.

AND WHEREAS after passing of such order the schedule property remained unsold as yet and at present the Shebaita are

desirous to sell the schedule property to the intending purchaser/s against valuable consideration on as is where is basis.

AND WHEREAS after coming to know about the intention of the Shebait the purchaser herein approached them for purchasing of **ALL THAT** piece or parcel of land, measuring about 8 Cottahs 8 chittaks 33 sq. ft. more or less TOGETEHR WITH structure standing thereon, lying and situates at and being the Western portion of the Premises No. 109A, Alipore Road, P.S. - Chetla, Kolkata - 700027, K.M.C. Ward No. 82, which is more fully described in the Schedule hereunder written, at or for a total consideration price of Rs.1,00,00,000/- (Rupees One Crore) only on as is where is basis besides the other liabilities together with statutory impositions levied by the Kolkata Municipal Corporation and other authorities and accordingly an application was filed by the purchaser herein under Order 1 Rule 10 of the Civil Procedure Code for Addition of Party in the aforesaid Misc. Case proceeding.

AND WHEREAS on 05.07.2014 the Learned Additional District Judge 8th Court, at Alipore was pleased to pass an order in connection with the Misc. Case No. 30 of 1983 thereby allowing the application of Addition of Party filed by the Purchaser herein as well as the application of the said Samir Kumar Mitra and Anr.

AND WHEREAS being aggrieved with the order dated 05.07.2014 passed by the Learned Additional District Judge 8th Court, at Alipore in connection with the aforesaid Misc. Case No. 30 of 1983 the said Samir Kumar Mitra & Anr. preferred a revisional application vide C.O. No. 2374 of 2014 before the Hon'ble High Court, Calcutta for setting aside the order dated 05.07.2014.

AND WHEREAS on 18.03.2015 the matter was taken for hearing before the Hon'ble Justice Mr. Ashoke Kumar Dasadhikari and after hearing the counsels appearing on behalf of both sides the Hon'ble Justice Mr. Ashoke Kumar Dasadhikari was pleased to call upon the parties to offer the highest price in between the said Samir Kumar Mitra & Anr. and the Purchaser herein in respect of the said property and during such bidding the purchaser herein offered a sum of Rs.1,00,00,000/- (Rupees One Crore) only as the consideration amount against the sale of the said property which was accepted and allowed by the Hon'ble Justice Mr. Ashoke Kumar Dasadhikari as highest bid in respect of the said property and accordingly the purchaser was directed to deposit the aforesaid sum of Rs.1,00,00,000/- (Rupees One Crore) only within the stipulated period as mentioned therein.

AND WHEREAS on 01.04.2015 the purchaser herein deposited the aforesaid sum of Rs.1,00,00,000/- (Rupees One

Cre) only as per the direction of the Hon'ble Justice Mr. Ashoke Kumar Dasadhikari in connection with the said revisional application bearing C.O. No. 2374 of 2014 and accordingly the Hon'ble Justice Mr. Ashoke Kumar Dasadhikari was pleased to direct the Shebait of the said property to execute and register a Deed of Conveyance in respect of the said property unto and in favour of the purchaser herein.

NOW THIS INDENTURE WITNESSETH as follow:-

That in pursuance of the aforesaid agreement and in consideration of the said sum of Rs.1,00,00,000/- (Rupees One Cre) only paid to the Vendors by the Purchaser at or before the execution of these presents the receipt whereof the Vendors do hereby admit and acknowledge as per memo of consideration and from the same and every part thereof do hereby release, acquit and forever discharge unto the Purchaser herein, the Vendors do hereby grant, sell, convey, transfer, assign and assure unto the Purchaser herein **ALL THAT** piece or parcel of land, measuring about 8 Cottahs 8 chittaks 33 sq. ft. more or less **TOGETEHR** WITH structure standing thereon, lying and situates and being the Western portion of Premises No. 109A, Alipore Road, P.S. - Chetla, Kolkata - 700027, K.M.C. Ward No. 82 on as is where is basis, which is more fully described in the Schedule hereunder written

and delineated in the Map or plan annexed hereto in red border or HOWSOEVER OTHERWISE the said messuage hereditaments and premises now is or are or hereto before was and were situated, butted and bounded, called known and numbered, described and distinguished TOGETHERWITH all buildings, walls, trees, ways, court-yards sewer, drains, water courses, lights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said property or any part thereof belonging to or anywise appertaining to or with the same or any part thereof or usually held or enjoyed therein and/or reputed to belong to or appurtenant thereto AND all the estate right, title, interest, claim and demand whatsoever or the VENODRS in and upon the said property or any part thereof TOGETHER WITH all the deeds, pattahs, muniments of the title exclusively relating to and concerning the said property or any part thereof which now is or hereafter shall or may be in possession or power and control of the said Vendors TO HAVE AND TO HOLD the said property hereby granted or expressed so to be unto and to the use of the said Purchaser and the Vendors do hereby covenant with the Purchaser that notwithstanding any act, deed or thing by the Vendors done or executed or knowingly suffered to the contrary be the Vendors now have good right full power and absolute authority to grant the said property in manner aforesaid AND that

the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released by the Vendors who shall keep the Purchaser saved, harmless and indemnified from and against all assurances, charges, mortgages, debts of and by the Vendors AND THAT free from all encumbrances save as liabilities whatsoever as aforesaid made or suffered by the Vendors or any person or persons lawfully or suffered by the Vendors or any person lawfully or equitably as aforesaid and FURTHER that the Vendors and all person having or lawfully or equitably claiming any interest or estate in the said property or any part thereof under or in trust for them the said Vendors shall or will from the time to time and at all times hereafter at the request and cost of the Purchaser do execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required AND that the Vendors further covenant with the

Purchaser that if it is found that there is any defect in the Vendors title in the said property or the said property is under any charge, mortgage, encumbrances or attachment, decree of any court of law or the property in question is affected in any manner whatsoever, the Vendors shall be responsible. However, it is agreed and acted upon that the property is transferred on as is where is basis subject to the Vendors having title to the property the Vendors further covenant with the Purchaser that the land and property described in the schedule hereunder written is not under any order of acquisition or requisition by the Government or any public or statutory body and no such notices of acquisition or requisition of the schedule property or any part thereof has been served on the Vendors and the schedule property or any part thereof is not under any Income Tax, Wealth Tax or Estate Duty, attachment or in not under allotment or scheme of the Government or the Kolkata Improvement Trust or Kolkata Metropolitan Development Authority or of the Land Acquisition Collector, Kolkata.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land in Western portion of premises of 109A, Alipore Road, Kolkata - 700027, formerly Police

Station New Alipore, now under Chetla P.S., District - 24-Parganas (South), measuring about 8 (eight) cottahs 8 (eight) chittaks 33 (thirty three) square feet together with structure standing thereon, measuring about 1000 (one thousand) square feet under Ward No. 82, within K.M.C. bearing Assessee No. 110820101054 and delineated with Map marked with RED ink attached, butted and bounded by :-

ON THE NORTH : 20 feet wide common passage for the debutter tenants of premises 109S to 109Y, Alipore Road.

ON THE EAST : Premises No. 8A, Mohesh Dutta Lane, portion of 109A, Alipore Road, let out to debutter tenants with sheds and structures.

ON THE SOUTH : Common passage made by C.M.D.A.

ON THE WEST : 20 feet wide common passage To debutter tenants of premises 109N to 109R, Alipore Road.

IN ALL THAT the Vendors have been in possession of the said property and that possession thereof has already been delivered by the Vendors to the Purchaser.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signatures on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties in the presence of:

WITNESSES:

1. Harekrishna Devi
2, Chella Hat Road,
Kolkata-27

Sree Sree Annapurna Devi
Thekurani & Others

[Signature]
Seball

Sree Sree Annapurna Devi
Thekurani & Others

Paitha Sarathi Ganguly
Seball

Sree Sree Annapurna Devi
Thekurani & Others

Siddhartha Ganguly
Seball

SIGNATURE OF THE VENDORS

2. *[Signature]*
(RAGHAV SHROFF)
18 NEW ROAD
ALIPORE
KOL - 27

Rajay Shroff

SIGNATURE OF THE PURCHASER

Drafted by:

Malay Saha

Advocate

City Civil Court, Calcutta

WB/120/2001

RECEIVED of and from the within-named **PURCHASER** within mentioned sum of Rs.1,00,00,000/- (Rupees One Crore) only being the full and final consideration money as per memo below:-

MEMO OF CONSIDERATION

<u>Draft Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
228160	20.03.2015	HDFC Bank, Stephen House Br., Kolkata - 700001	25,00,000/-
228128	19.03.2015	-Do-	25,00,000/-
228133	19.03.2015	-Do-	25,00,000/-
228134	19.03.2015	-Do-	25,00,000/-
Total:			<u><u>Rs.1,00,00,000/-</u></u>

(Rupees One Crore) only

WITNESSES:

1. *Harekrishna Dey*
2, Chelle Hat Road.
Kolkata-27.

**Sree Sree Annapurna Devi
Thakurani & Others**

Jyoti Ganguly
Sebait

**Sree Sree Annapurna Devi
Thakurani & Others**

Partha Sarathi Ganguly
Sebait

**Sree Sree Annapurna Devi
Thakurani & Others**

Siddhartha Ganguly
Sebait

SIGNATURE OF THE VENDOR

2. *RAGHAV SYROFF*

(RAGHAV SYROFF)

BOUNDARY DEED PLAN OF WESTERN PORTION OF PREMISES NO. 109A, ALIPORE ROAD, KOLKATA - 700 027, UNDER K.M.C. WARD NO. NO. 82, BOROUGH NO. 9

AREA OF LAND :- 8 K. - 8 CH. - 33 SQ.FT. (MORE OR LESS)
 STRUCTURE AREA :- 1000 SQ.FT., SHOWN IN RED COLOUR

ALIPORE ROAD



PRE. NO: 109/N	PRE. NO: 109/P	PRE. NO: 109/Q	PRE. NO: 109/R
AREA A			

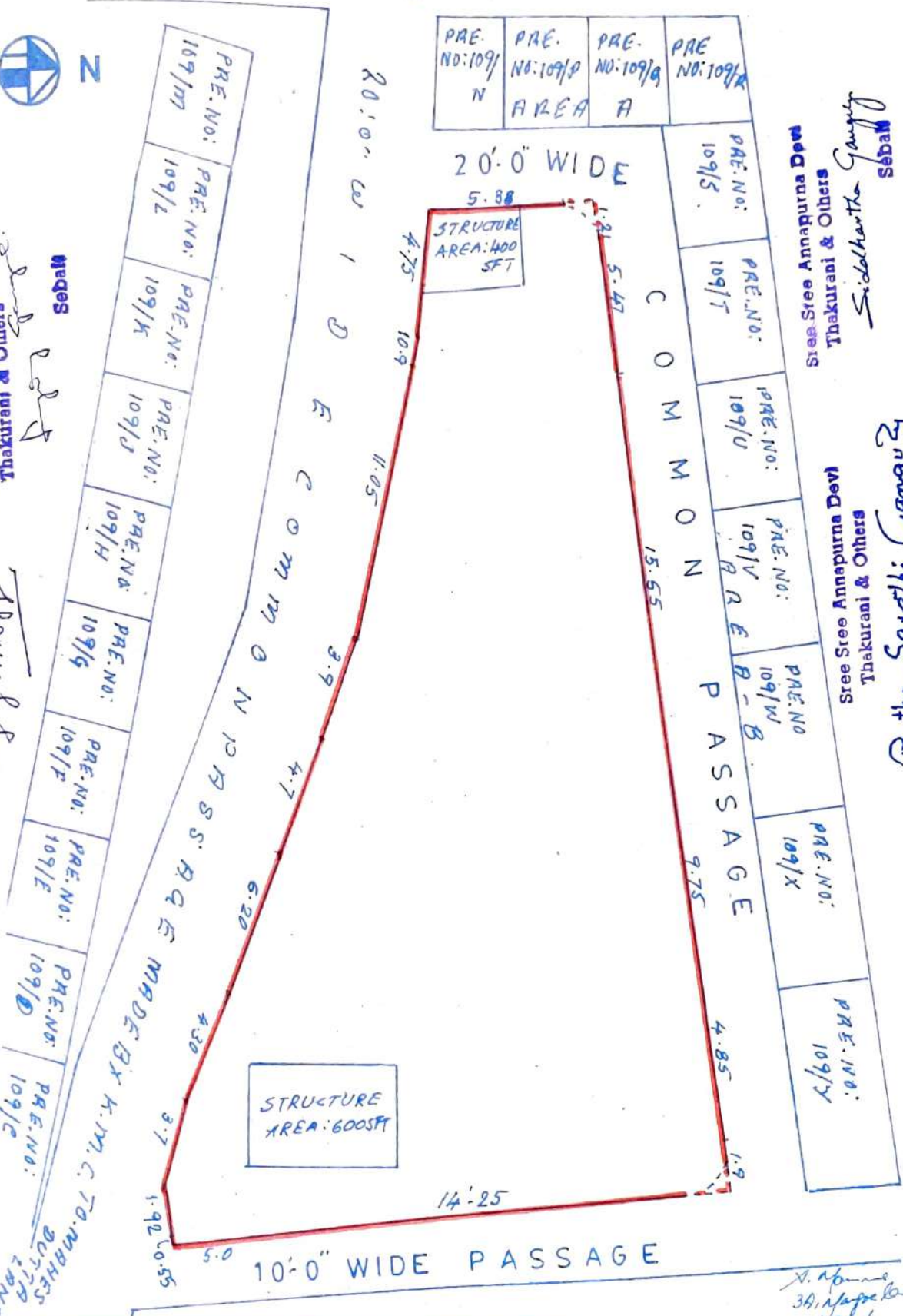
Sree Sree Annapurna Devi
 Thakurani & Others
 Sebat

Howdy Engineering

Sree Sree Annapurna Devi
 Thakurani & Others
 Sebat
 Siddhartha Ganguly

Sree Sree Annapurna Devi
 Thakurani & Others

Partha Sarathi Ganguly
 Sebat



Sree Sree Annapurna Devi
 Thakurani & Others
 Kol-1.

SPECIMEN FORM FOR TEN FINGERPRINTS



Ajay Ganguly

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



Partha Sarathi Ganguly

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



Siddhartha Ganguly

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



Ajay Mittal

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

SCC

Through,
Deputy Registrar
H.C.

DISTRICT-24 PARGANAS (SOUTH)

IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION

APPELLATE SIDE

C.O. No. 2374 OF 2014

IN THE MATTER OF :

An application under Article 227 of
the Constitution of India;

- AND -

IN THE MATTER OF :

Stamp Sufficient
Date 14/7/14
Commissioner of Affidavit
High Court, Appellate Side,
Calcutta

Quashing and/or setting aside the
impugned Order dated 05th July, 2014
passed by the Ld. Additional District
Judge, 8th Court at Alipore, 24
Parganas (South) in Miscellaneous
Case No. 30 of 1983 (In The
Matter Of: Sri Sri Annapurna Devi -
And- In The Matter Of : Samir Kumar
Mitra -And- Kalpita Das);



DR. 14/7/14

33759

143
26.9.2015

Sca

- AND -

IN THE MATTER OF :

1. SAMIR KUMAR MITRA, son of Late Prakriti Ranjan Mitra, residing at, 107, Alipore Road, Kolkata- 700027.
2. KALPITA DAS, wife of Biplab Das, residing at, 125, S. N. Roy Road, Kolkata- 700038.

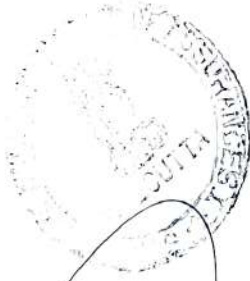
... .. PETITIONERS.

- VERSUS -

1. SUJOY GANGULY, son of Late Krishna Chandra Ganguly, residing at, 42C, Chetla Road, Kolkata- 700027.
2. SIDDHARTHA GANGULY, son of Late Tarak Nath Ganguly, residing at, 42A, Chetla Road, Kolkata- 700027.
3. PARTHA SARATHI GANGULY, son of Late Tarak Nath Ganguly,

JMS
26.3.2015

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
23 APR 2015



residing at, 42A, Chetla Road,
Kolkata- 700027.

4. BIJOY SHROFF, son of Late
Babulalji Shroff, residing at, 18, New
Road, Kolkata- 700027.

... .. RESPONDENTS.

MS
26-3-2015

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M. 10

Noting by Office of Advocate	Serial No	Date	Office notes, reports, Orders or proceedings with signature
		18.03.2015 sg	C.O. No.2374 of 2014 (Assigned)
			Samir Mumar Mitra & Anr. Versus Sujay Ganguly & Ors.
			Mr. Aniruddha Chatterjee, Mr. Rahul Karmakar, Ms. Sucharita Biswas, Mr. Debapriya gupta ...For the petitioner.
			Mr. Shiba Prasad Mukherjee, Mr. Debanjan Mukherjee, Ms. Deboleena Mukherjee ...For the O.P. Nos.2 & 3.
			Mr. M. K. Singh, Ms. Soma Roy ...For the O.P. No.4.
			<p>The order under challenge passed by the learned Court below wherein the concerned Court allowed both applications for addition of party one filed by the revisionists and the other by the private respondent in a proceedings initiated for selling the debuttar property.</p> <p>The respondent Nos. 1, 2 and 3 all are shebaitis under of the duties appointed under one arpannama executed by one Pratap Chandra Ganguly, since deceased on 12th February, 1937. By the said registered arpannama, Sri Pratap Chandra Ganguly, since deceased, dedicated some properties for religious</p>

[Handwritten signature]

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26-3-2015

M. 10

Noting by Office or Advocate	Serial No	Date	Office notes, reports, Orders or proceedings with signature
			<p>Purposes particularly to the deities Sri Sri Annapurna Thakurani, Sri Sri Shiba Linga, Shib Thakur and Sri Sri Saligram Shila Narayan Thakur consecrated much before the said registered arpannama. Besides dedication of the properties said Pratap Chandra Ganguly also directed that the annual performances of the religious ceremonies to the deities and other religious ceremonies which are regularly held in his house situated at 42/1, Chetla Road, Kolkata - 700 027 performed regularly. It was further directed that deities would be worshipped daily, etc.</p> <p>It was made clear that after all such performances if there is surplus amount, the amount to be deposited in the name of the shebait in the bank with which, properties which generate better income shall be purchased and consequently to be included in the debuttar estate. It was also stipulated in the arpannama that the shebait could not be entitled to make gift or sale or grant lease or create mourashi mokarari rights without any legal necessity and shebait is</p>

MB
26-3-2015

M. 10

Noting by Office or Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>Prevented to mortgage or otherwise encumber the said debuttar properties.</p> <p>In terms of the aforementioned arpannama deities are worshipped regularly and ceremonies and religious performances were also held including invitation relatives, friends and other persons of the family including poor people who were also fed and all expendiutres were also incurred from the income of the debuttar estate.</p> <p>Shebaitis who were performing daily seba puja and religious ceremonies in terms of the aforementioned arpannama could not cope up the expenditure with the income from the debuttar properties. Shebaitis had decided to sell out debuttar properties situated at 109, Alipore Road, Kolkata - 700 027 for meeting legal expenses and other expenditures for carrying out seba puja and performances of religious rites of ceremonies and feeding relatives and family members and also poor people on those special occasions. Accordingly on 24th February, 1983 the respondents/shebaitis had proceeded to prefer an application before the learned District Judge at Alipore,</p>

MB
26.3.2015

M. 10

Noting by Office or Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>Praying for permission to sell some of the debuttar properties. Specially the Alipore property mentioned herein above. By an order dated 4th May, 1983 learned District Judge at Alipore allowed the Misc. Case and granted permission for sale to the condition that the draft kobalas be filed in Court for scrutiny and approval prior to sale. Pursuant to the aforementioned order petitioners through respondents 1, 2 & 3 (shebaitis) deposited three copies of draft deed of sale before the Court below after about twenty three years. There were defects in the said draft and, therefore, the petitioners were directed to submit fresh draft deed. It was claimed that some corrections were incorporated but subsequent to that no further step was taken by the revisionists/petitioners herein nor the shebaitis. Thereafter, in 2014 petitioners after about eight years moved an application for being added as party and also made a prayer for execution of deed. Another intending purchaser Bijay Shroff, coming to know about the matter also moved an application for being added as a party</p>

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26.3.2015

M. 10

Noting by Office of Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>expressing his intention to purchase the property. The private respondent also made a proposal to one of the shebaitis Annapurna Devi by his letter dated 25th July, 2011 for purchasing the property. The private respondent Bijay Shroff is agreeable to pay @ Rs.5,00,000/- (Rupees Five Lakh) only per Cottah and further desirous to purchase the same as is where is basis. The revisionists/petitioners are also interested to purchase the properties, however, learned Court below considered both the applications. While considering the those two applications for addition of parties it revealed that the learned Court on earlier occasion approved the draft copy of cobala for sale of the property. In order No.9 learned Court below rectified its earlier order and draft cobala was kept with records, and the shebaitis were directed to satisfy the Court on some points.</p> <p>However, the learned Court below framed two questions while considering the two applications for addition of party:-</p>

MB
26.3.2015

M. 10

Noting by Office of Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>(1) Whether the person who did not apply before the Court can get the privilege of the former order,</p> <p>(2) Whether any benefit will derive on him by dint for former order.</p> <p>The learned Counsel come to a conclusion that there is no tangible evidence exists as to the substantive compliance of the motto/aim and object of the order of the learned Judge. In effect neither the petitioners nor the shebaitis took any step for execution of the deed. Ultimately the learned Court allowed both applications for addition of party one which is filed petitioners/revisionists and the other by the private respondent Bijay Shroff.</p> <p>Mr. Chatterjee, learned Counsel appearing for the revisionists/petitioners submits that the application for addition of party filed by Bijay Shroff is not at all maintainable and ought to have been rejected by the learned Court below since the petitioners being the intending purchasers have incurred some expenditure for raising boundary wall, etc. It was</p>

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26.3.2015

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Noting by Office or Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>submitted by Mr. Chatterjee that the shebaita did not take steps for registration of deed. Mr. Chatterjee submitted his clients are willing to increase the money. It was submitted by him that his client are agreeable to pay Rs.50,00,000/- (fifty lakhs) for six cottahs of land. Mr. Chatterjee also submitted that the order of addition in favour of the Bijay Shroff should be rejected and the shebaita be directed to execute to deed in favour of the petitioners/revisionists.</p> <p>On behalf of the Bijay Shroff, learned Counsel Mr. Singh submits that long back Bijay Shroff gave a proposal for purchasing the property to one of the shebaita. Now coming to know about the matter pending before the learned Court below he being an interested party is made application for addition of party and agreeable to pay more money to the tune of rupees one crore. Mr. Singh submitted that the interest of the deity should be protected. He also submitted that the shebaita must get highest price to perform</p>

MS
26.3.2015

M. 10

Noting by Office or Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>are religious rites and performances. Therefore, the highest price which is available before the Court should be accepted and according to him there is no illegality and irregularity in the order of the learned Court below allowing the application for addition of party. Mr. Singh submitted that Court should finalise this price and whoever will give highest price he should be allowed to purchase the property.</p> <p>Consider the submissions made by the learned Counsel appearing for the parties. It on record that since 1983 matter is hanging, even in 2006 when the draft deed was approved the revisionists/petitioners did not take any step nor they made any application before the learned Court below praying for addition and/or direction for execution of the deed. They did not show any interest on the property. When the private respondent Bijay Shroff shown his interest to purchase the property they the petitioners became active and petitioners wanted to be added as party to the proceedings. However, both applications</p>

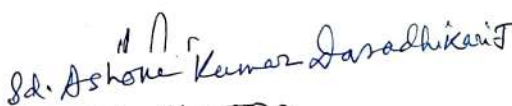

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26-3-2015

M. 10

Noting by Office of Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>were considered and both were allowed. I do not find any illegality and irregularity in the order passed by the learned Court below. However, it appears to this Court the matter is pending over two decades. The deities being perpetual minor, represented by shebaitis who are obliged to perform seba puja and other ceremonial functions and also having some obligation under the deed of arpannama needs source of income. Therefore, the property proposed to be sold which is approved by the learned Court below should be sold at the highest price as per current market rate. Accordingly this Court asked both the parties to offer their price they are agreeable to pay. Mr. Chatterjee's client offered fifty lakhs and on repeated asking his clients are not agreeable. However, Mr. Singh's client wanted to pay Rs.1 crore for entire eight cottahs and eight chattaks area. Although the present price is very high in the locality where the property is situated, this Court considering the entire matter of the view that Mr. Singh's</p>

MS
26.3.45

Filed by Office or Advocate	Serial No.	Date	Office notes, reports, Orders or proceedings with signature
			<p>client being the highest bidder should be allowed to get the property. This Court by using power of intendance under Article 227 of the Constitution direct that the property should be sold at a higher price i.e. Rs.1 crore offered by the private respondents. The trustees who are appearing and also agreeable to sale the property at a price of Rs.1 crore. Accordingly Mr. Singh's client is granted to weeks time to bring a draft of Rs.1 crore drawn in the account held in the name of deities, the account number and account holder name would be supplied by the learned Advocate Mr. Mukherjee appearing for shebaitis.</p> <p>Let this matter appear under the same heading after fifteen days i.e. on 2nd April, 2015.</p> <p style="text-align: right;">  (Ashoke Kumar Dasadhikari, J.) </p> <p style="text-align: right; margin-top: 20px;">  MS 26.2.2015 </p>

2611



**ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA**
23 APR 2015





1. Date of application for Certified Xerox Copy... 18.3.2015
2. Date of Notifying the charges... 23.3.2015
3. Date of putting in charges in court fee stamp... 25.3.2015
4. Date on which the Certified Xerox copy was ready for delivery... 26.3.2015
5. Date of making over the Certified Xerox copy to the applicant.....









CERTIFIED TO BE A TRUE COPY
Suparna Datta, 26.3.15
 Assistant Registrar / Section Officer
 High Court, Appellate Side Calcutta
 Authorised Under Section 76 of the
 Indian Evidence Act, 1872 (Act. of 1872)

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.R.A. - I KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 03334 / 2015, Deed No. (Book - I , 03463/2015)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Bijay Shroff 18, New Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	 23/04/2015	 LTI 23/04/2015	<i>Bijay Shroff</i> 23/04/2015

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sujoy Ganguly Address -42 C, Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 23/04/2015	 LTI 23/04/2015	<i>Sujoy Ganguly</i>
2	Partha Sarathi Ganguly Address -42 A, Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 23/04/2015	 LTI 23/04/2015	<i>Partha Sarathi Ganguly</i>
3	Siddhartha Ganguly Address -42 A, Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 23/04/2015	 LTI 23/04/2015	<i>Siddhartha Ganguly</i>
4	Bijay Shroff Address -18, New Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 23/04/2015	 LTI 23/04/2015	<i>Bijay Shroff</i>

Name of Identifier of above Person(s)

Harekrishna Dey
2, Chetla Hat Road, Kolkata, Thana:-Alipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin
:-700027

Signature of Identifier with Date

Harekrishna Dey
23/04/2015

(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03463 of 2015
(Serial No. 03334 of 2015 and Query No. 1901L000008153 of 2015)

On 23/04/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**

Registration Fees Rs. 1,10,087/- paid online on 19/04/2015 1:36PM with Govt. Ref. No.
192015160001469031 on 19/04/2015 1:17PM, Bank: Central Bank of India, Bank Ref. No.
CBI190415022728 on 19/04/2015 1:36PM, Head of Account: 0030-03-104-001-16, Query
No:1901L000008153/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-1,00,00,000/-

Certified that the required stamp duty of this document is Rs.- 700020 /- and the Stamp duty paid as:
Impressive Rs.- 50/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance
Department, Govt. of WB**

Stamp duty Rs. 7,00,020/- paid online on 19/04/2015 1:36PM with Govt. Ref. No.
192015160001469031 on 19/04/2015 1:17PM, Bank: Central Bank of India, Bank Ref. No.
CBI190415022728 on 19/04/2015 1:36PM, Head of Account: 0030-02-103-003-02, Query
No:1901L000008153/2015

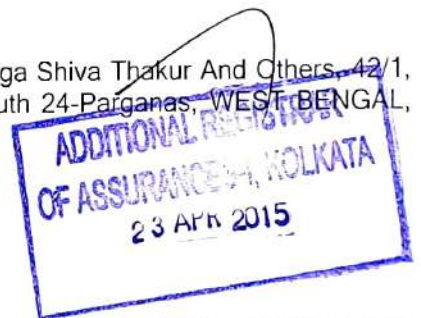
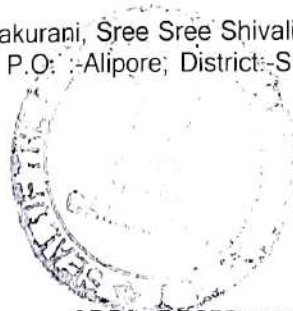
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.58 hrs on :23/04/2015, at the Office of the A.R.A. - I KOLKATA by
Bijay Shroff ,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 23/04/2015 by

1. Sujoy Ganguly
Shebait, Sree Sree Annapurna Devi Thakurani, Sree Sree Shivalinga Shiva Thakur And Others, 42/1,
Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL,
India, Pin :-700027.
, By Profession : Business
2. Partha Sarathi Ganguly
Shebait, Sree Sree Annapurna Devi Thakurani, Sree Sree Shivalinga Shiva Thakur And Others, 42/1,
Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL,
India, Pin :-700027.
, By Profession : Business



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03463 of 2015
(Serial No. 03334 of 2015 and Query No. 1901L000008153 of 2015)

3. Siddhartha Ganguly
Shebait, Sree Sree Annapurna Devi Thakurani, Sree Sree Shivalinga Shiva Thakur And Others, 42/1,
Chetla Road, Kolkata, Thana:-Alipore, P.O. :-Alipore, District:-South 24-Parganas, WEST BENGAL,
India, Pin :-700027.
, By Profession : Business
4. Bijay Shroff, son of Lt. Babulalji Shroff , 18, New Road, Kolkata, Thana:-Alipore, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Business
Identified By Harekrishna Dey, son of Lt. Jatindra Mohan Dey, 2, Chetla Hat Road, Kolkata,
Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By
Profession: Service.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

50a

GRN: 19-201516-000146903-1

Payment Mode Online Payment

GRN Date: 19/04/2015 13:17:47

Bank: Central Bank of India

BRN: CBI190415022728

BRN Date: 19/04/2015 13:36:05

DEPOSITOR'S DETAILS

Id No. : 1901L000008153/2/2015
[Query No./Query Year]

Name : JFC BUSINESS LTD

Contact No. : 22307168

Mobile No. : +91 9831886237

E-mail : textile@vsnl.com

Address : 2 CHURCH LANE KOLKATA 700 001

Applicant Name : Molay Saha

Office Name : A.R.A. - I KOLKATA, Kolkata

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1901L000008153/2/2015	Property Registration- Stamp duty	0030-02-103-003-02	700020
2	1901L000008153/2/2015	Property Registration- Registration Fees	0030-03-104-001-16	110087
Total				810107

In Words : Rupees Eight Lakh Ten Thousand One Hundred Seven only

SK

SCC


 ভারতের নির্বাচন কমিশন
 भारत का
ELECTION COMMISSION OF INDIA
IDENTITY CARD
HZG0483883




নির্বাচকের নাম : হরকৃষ্ণ দে
Elector's Name : Harokrishna Dey
 পিতার নাম : জতীন্দ্রমোহন দে
Father's Name : Jatindramohan Dey
 লিঙ্গ / Sex : পুরু / M
 জন্ম তারিখ : XX/XX/1965
Date of Birth : XX/XX/1965

Harokrishna Dey

HZG0483883

ঠিকানা:
 ২ চেল্লা হাট রোড, আলিপুর, কলকাতা ৭০০০২৭
Address:
2 CHETLA HAT ROAD, ALIPUR,
Kolkata 700027


Date: 12/08/2007
148-আলিপুর নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক
আনুসঙ্গিকভাবে স্বাক্ষরের প্রতিলিপি
Facsimile Signature of the Electoral
Registration Officer for
148-Alipore Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় কোনো নির্বাচন
কেন্দ্রে ৩-এক্সে নম্বরের নতুন মালিক পরিচয়পত্র পাঠানোর
সহ নির্বাচন কর্মসূচী পরিচালকের নিকট প্রেরণ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 6291 to 6328
being No 03463 for the year 2015.



(Dinabandhu Roy) 24-April-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

