

Kumar Mustafi, by faith Hindu, by occupation retired serviceman, residing at Flat No. J/74, 108/8, Maniktala Main Road, Kolkata-

(2) SMT. KETAKI MUSTAFI, wife of Late Chandan Mustafi, by faith Hindu, by occupation Housewife, residing at No. 8/2A, Alipore Park Road, Kolkata - 700027.

863 Mr. ASOKE Kumar De & Amr. Gokul Baral Street Kolkata Collectorate. Treasury Dated 13/4/2005. 30000 Manjari De mo Arhoke Kumende by fouth I Hindu by accepation Return service holder of 9, gokul Bood Street, Kolkets-12 troke Kuner De 806 Novode chandrase lanjari De of failt - Hindu, by occupation Return Server Roller of 9, Gokul Broad Street, Kolketage Ready Kumer Mustali 30 ht Sudhanghing Reumen Mustafi by faith Hurdu, by occupation Political Servicement of Flot NO 5/74, 108/8, Political Servicement of Flot No 5/74, 108/8, Naviktale Nam Roma, kouketa - 54 Naviktale, of Chanden Mustafi Most Chanden Mustafi, of Cleratic Mustafi Most Chanden Mustafi, of Cleratic Mustafi Most Chanden Mustafi, of Cleratic Mustafi Most Chanden formarife of Gl2A, anjari by faith Hindu by occupation forwhole of A/2A,

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AND

(3) SRI KINGSHUK MUSTAFI, son of Late Chandan Mustafi, by faith Hindu, by occupation Service, residing at No. 8/2A, Alipore Park Road, Kolkata = 700027 hereinafter referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and

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Mr. Asoke Kumar de & Amr.

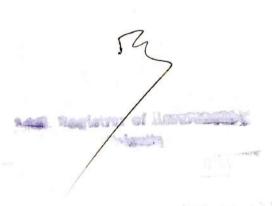
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by occupation ratired service holder, residing at 9, Gokul Boral Street, Kolkata = 700012.

AND

(2) SRI ASHOKE KUMAR DE, son of Late Nirode Chandra De, by faith Hindu,

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7, Gokul Baral Street

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by occupation retired service holder, residing at 9 Gokul Boral Street, Kolkata = 700012 hereinafter referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their

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Sold to Mr. Asoke Kumar Se & Amr.

Sold to Mr. Asoke Kumar Se & Amr.

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respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART:

### WHEREAS :

A) By a Bengali Kobala dated 23rd day of July, 1907 made between

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Sm. Sagar Tarini Dassi therein referred to as the Vendor of the One Part and JWOTISH CHANDRA MUSTAFI therein referred to as 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 Cottahs Seven Chittacks and Ten Square feet be the same a little more or less situate lying at and being premises No. 72/1, San khari Tola Lane, Calcutta more particularly described in the Second Schedule thereunder written.

- B) The said Jyctish 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 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 Smt. Kshirode Basini Mustafi and there sons namely Sudhangshu Kumar Mustafi, Subodh Kumar Mustafi and Sudhir Kumar Mustafi and two married daughters viz. PRuspalata 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 or 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.
  - 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. Puspalata Bose and Sm. Mayal ata Goho.
  - G) In or about 1983 the heirsand 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. 1 and 2A, 2B.
  - I) On or about 14th day of November, 2003 the parties to the suit filed a term of settlement in the Hon'ble High Court at Calcutta.

    pursuant to and in terms of-the-said-terms of the said terms of settlement a preliminary decree was passed by the Hon'ble 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

DESCRIPTION OF PARTIES	INDIVIDUAL PERCENTAGE OF SHARES	TOTAL PERCENTAC
plaintiffs :		% of Shares
1) Pradip Kumar Mustafi	8.890	
2a)Sm. Ketaki Mustafi	2.963	
2b) Kingshuk Mustafi	2.963	
2c)Sm Kakoli Bose	2.963	
3) Ashis Kumar Mustafi	8.891	26.67%
Defendants :		
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	1.943	5.829%

DESCRIPTION OF PARTIES	INDIVIDUAL PERCENTAGE OF SHARES	TOTAL PERCENTAGE OF SHARES
7A) Namita Goho	0 • 6 47 6	
7B) Subhadra Goho	0.6476	
7C) Udayan Goho	0.6476	
8) Vaskar Churn Goho		
* .	1.9434	
94) Smt. Aleya Goho	0.6476	
9B) Reeju Goho	0.6476	
9C) Smt. Param Kaur	0.6476	5.829%
	TO TAL :	100.00 %

J)

In the backdrop of the aforesaid facts the Vendor no. (1) Pradip Kumar Mustafi has an undivided 8.890% share or interest and (2) Sm. Ketaki Mustafi has an undivided 2.963% share or interest and (3) Kingshuk Mustafi has an undivided 2.963% share or interest aggregating to undivided 14.816% share or interest and the said vendors are thus seized and possessed of or otherwise well and sufficiently entitled to ALL THAT undivided 14.816% share or interest in ALL THAT old and dilapidated partly tenanted two storied brick built messuage, hereditament, tenament 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 740.8 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 the Third Schedule hereunder written hereinafter and the said undivided 14.816% share or interest of the Vendors for the sake of brevity referred to as the "said PREMISES".

K) The Vendors have agreed with the purchasers for the absolute sale unto the purchasers of ALL THAT the undivided 14.816% share of the vendors in the said premises no. 9. Gokul Boral Street, Kolkata - 700012, measuring 74085q. 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. 335000/- being Rs. 201000/- as price of 8.890% of undivided share or interest in the said premises payable to Vendor No. (1) Pradip Kumar Mustafi and Rs.67000/- being price for 2.963% undivided share or interest in the said premises payable to Vendor No.(2) Sm. Ketaki Mustafi, and Rs.67000/- being price for 2.963% undivided share or interest in the said premises payable to Vendor No.(3) Kingshuk Mustafi, thus totaling Rs.335000/- free from all encumbrances, charges, liens, lispendense, 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.335000/- (Rupees Three Lakh Thirty Five Thousand) only paid by the purchasers to the Vendors at or before the execution of these presents in the proportion mentioned herein (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 purchasers 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 Purchasers ALL THAT undivided 14.816% share or interest of and in ALL THAT old dilapidated and partly 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 Chitacks and Ten Sq. Ft. be the same a little more or less (Vendors' Share being 740.8 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 appurtances whatsoever to the said premises belonging to or in anywise Appurtaining 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 into uponor in respect of their undivided share in 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 ormay procure the same without any action or suit

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 purchasers absolutely and forever free from all encumbrances and liabilities whatsoever.

The Vendors do hereby comenant; with the purchaser as follows :-

- i) That notwithstanding 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 their undivided share as aforesaid in 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 purchasers in the menner as aforesaid according to the tenure under which the same are held free from all encumbrances and liabilities whatsoever.
- 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 disturbances claim or demand whatsoever from or by the Vendors or any other person or persons whatsoever lawfully or equitably claim through under or in trust for the vendors.

- iv) The free and clear and freely and clearly acquited exonerated released and discharged or otherwise by and at the costs and expenses of the vendors well and sufficiently saved 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 what soever made or suffered by the vendors and,
  - 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 all times hereafter at the request and costs of the purchasers 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 purchasers as 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)

Sudhangshu Kumar Mustafi (Son) died on 09.01.1965 Indira Mustafi		Subodh Kumar Mustafi (son)died 28.02.1980		Sudhir Kumar Mustafi (son)died as bachelor on 07.12.1978	Mayalata Goho (daughter)died in 1936     	in 1936	Puspelata (deughter) died on 197
(wife)died on 07.11.1977					Birendra(son) Vaskar died (Son)	askar Ashoke(Son) (Son) died Aleya	(Son) ;
Pradip Chanden Ashis Kumar Kumar Kumar Mustafi Mustafi Mustafi (son) (son)died (son)	Arati Mustafi (daughter) died as	Madhuri Som (daughter) wife of Sri P.K.Som	Manjari De (daughter) wife of Sri Asoke Kumar De	Jayanti Mustafi (daughter) died on 05.02.91		t and	fe) .
Smt.Ketaki Mr Kingshuk	29.05.1967 Smt Kekoli				Subneara Jaayan (daughter) (Son)	(uos)	(daughter)
	(daughter)				Jagadish Chandra Bose (son)	Bani Sarkar (daughter) died	car Kalvani r) (daughter)
	50					Ranjan Sarkar (son)	rkar

# 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 Chittaks 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 14.816% share or interest (being undivided 8.890% share or interest of the vendor no.(1) and undivided 2.963% share or interest of the vendor no.(2) and undivided 2.963% share or interest of the vendor no.(3)0fand 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 (Vender Share being 740.8 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 Corporat ion.

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

VENDORS at Kolkata in the presence of :

1. Pradip Kumar Muntate

2. Ketaki Mustrf.

3. Kingshuk Mustafi

SIGNED AND DELIVERED by the PURCHASERS at Kolkata in the presence of :

1. Manjari De.

2. Asone Kumar De

1. KALYAN KUMAR BOSE AVISIT BA, NECLACHAL

WITNESS

ABASAN CO. OF SOCIETY LO. 98 RADDANGA GOLD PARK KOLKATA . 700 107.

WITNESS

1- Gargi Biswas

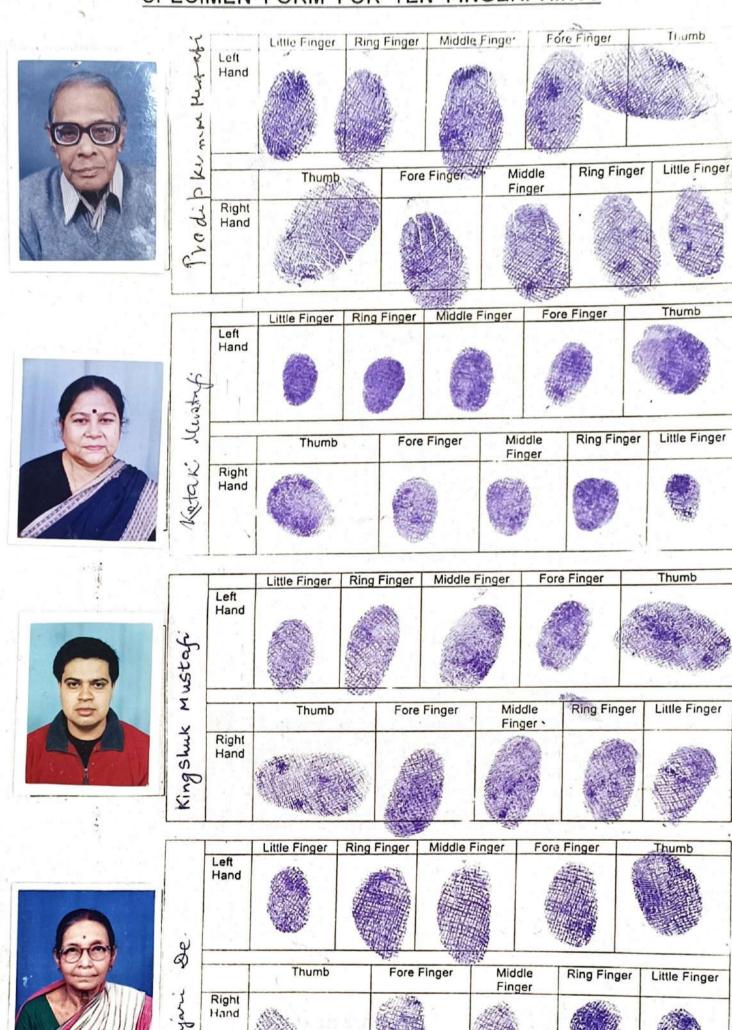
40/B, Chi Ha Ranjan Avenue

Kolfeta - 700012.

2. Abandeka Janei. 341/A. Rabindra Janei. Korkala - 700003.

Drafted and Prepared by Anish Biswas, Advocate Calcutta Law Chamber, 40C, Chittaranjan Avenue, Kolkata - 700012.

# SPECIMEN FORM FOR TEN FINGERPRINTS



# SPECIMEN FORM FOR TEN FINGERPRINTS

		Little Finger	Ring Finger	Middle F	inger	Finger	Trumb
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			Ring Finger	Middle F	Inger Fore	Finger	Thumb
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	Right Hand						
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	Right Hand	Thumb	Fói	re Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand	Thumb	Ring Finger	re Finger	Middle Finger	Ring Finger	Little Finger
1010	Right Hand	Thumb	Ring Finger	Middle	Middle Finger Finger For	Ring Finger	Little Finger

# RECEIPT

RECEIVED of and from the
Within named <u>PURCHASERS</u> the within
Mentioned consideration money
in full payable under these present

as per Memo below :

Rs.335000.00

Rs - 335000-00

(Rupees Three Lakh Thirty Five Thousand only)

## MEMO OF CONSIDERATION

By booker's cheque NO. 03 1106 dated 18/04/2005 drawnon Bank of Barada, Dharamtella Branch, Kalkata in favour of Predip Kumar Mustaji vendor herein - RS. 201000 By banker's chaque NO. 031108 dated 18/04/2005 drawn on Bank of Barreda, Dhoramtalla Branch, Kolkata in Javour of Kltaki Mustafi, vendor -Rs. 67000 herein By banker's chaque NO. 031107 dated 18/04/2005, drawn on Bank of Baroda, Dharamtalla Branch, Kolkata in Jarour of Kingshuk Mustaji, vender RS. 67000 chere in Rs. 3,35,000/ (Rupees Three takes Thirty Five Thousand only)

> Pradit Kuma rustati Ketaki Mustafi Kingshuk Mustafi

Milhers:

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Austrian Neclachia Abasam Co de Souciy Go.,
98 RAJDANJA GOLD PACK(N), KOLKATA - 700:07.

Volume No. DATED THIS 25 IT DAY OF APRIL; 2005

Pages No. 04834

BETWEEN

PRADIP KUMAR MUSTAFI

8

SM. KETAKI MUSTAFI

2

KINGSHUK MUSTAFI

VENDO RS

AND

SM. MANJARI DE

&

ASOKE KUMAR DE

Page Registrar

PURCHASERS

CONVEYANCE

AN ISH BISWAS, ADVO CATE

CALCUTTA LAW CHAMBER,

40C, CHITTARANJAN AVENUE,

KOLKATA - 700012

PH NO. 22120755 (CH & RESI)

98304 - 32835 (MOBILE)