



1155
25/2/05



Ranjan Anand

A.R.A. II

Market Value assessed at Rs. 925687

issuable under Rule 21 of the stamp
under the Indian Stamp Act, 1899
as also as amended by W. Bengal
Stamp Amendment Act, 1988.
Schedule IA, No. 23.5d
has been paid as under

4000
27.2.05
10800
14800

Kolkata
Unique No. 098572
for Rs. 10800
defect stamp duty 11.45



ra

Manjari De

Subodh Mullick Sq,
734 606 6-8-05
17780.00 has been paid as

LEGAL REGISTRAR OF ASSURANCE-I
KOLKATA

ARA II
10-8-05

A-1606-
E-7-
1613-

A-1606
E-7
1613

Stamp duty fee Rs. 1969.00

THIS INDENTURE made this 25th day of February, Two Thousand and Five BETWEEN (1) JAGADISH CHANDRA BOSE, alias BASU, son of late Jyotish Chandra Bose by faith Hindu, by occupation retired Service Holder, residing at Block-N, No. 581, New Alipore, Kolkata-700 053 (2) RANJAN

Subodh
147000

10-8-05

162034

22 FEB 2005

DEY & ASSOCIATES
 SOLICITORS & ADVOCATES
 6, OLD POST OFFICE STREET
 GROUND FLOOR
 CALCUTTA - 700 001

L. S. VEDANTAN
HIGH COURT CLERK

4 x 1000 = 4000

Stamp for Registration No. 1-55P.m.

Calcutta Registration Office
25th day of Feb 2005

By Manjari De, one of the Executants

Manjari De

2407

Manjari De

2408

Jagadish Chandra Bose

2409

Ranjan Sircar

2410

Kalyani Mitra

(PARTHA MITRA)

son of Shri P.K. Mitra

Handwritten signature

Addl. Registrar of Insurance
Calcutta 25/2/05

Manjari De W/o Arun Kumar De by faith - Hindu by occupation Retired service holder, of 9, Keshul Baral Street, K-12

Jagadish Chandra Bose W/o Ram Sircar Jyotish Chandra Bose by faith - Hindu by occupation Retired service holder of Block-N, No-581, New Alipore Kolkata-55.

Ranjan Sircar W/o Tarun Sircar by faith - Hindu, by occupation service holder residing at Block-N, No-581, New Alipore, Kolkata-52

Smt. Kalyani Mitra W/o P.K. Mitra by faith - Hindu by occupation - ~~Wife~~ of 75, Baidyanath Road, Asansol, Bardhaman.

Partha Mitra
W/o P.K. Mitra
45C/1 H/1 Moore Avenue
Manikuttu EHS Ltd.
Kolkata-40
service

Handwritten signature



SIRCAR, son of Late Tarun Sircar, by faith Hindu, by occupation Service Holder, residing at Block-N, No. 581, New Alipore, Kolkata-700 053, and (3) **SMT. KALYANI MITRA**, wife of Sri P.K. Mitra, by faith Hindu, by occupation Housewife, residing at 75/1, Burnpur Road, Asansol, Burdwan, hereinafter

162034

22 FEB 2005

No. Date

Sold To. **DEY & ASSOCIATES**

Add. **SOLICITORS & ADVOCATES**
6, OLD POST OFFICE STREET
GROUND FLOOR
CALCUTTA - 700 001

L. S. VERMA
HIGH COURT

4 x 1000 = 4000



Addl. Registrar of Assurance
Calcutta



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 include their respective heirs, executors, administrators, legal representatives and assigns) of the One Part **AND SMT. MANJARI DE** wife of Sri Asoke Kumar De, by faith

Calcutta
Add. Registrar of Assurances



22 FEB 2005
DEY & ASSOCIATES
SOLICITORS & ADVOCATES
6, OLD POST OFFICE STREET
GROUND FLOOR
CALCUTTA - 700 001
L. T. VERMA
NEW COURT BLDG.

Handwritten signature or initials

162034





Hindu, by occupation retired service holder, residing at 9, Gokul Baral Street, Kolkata-700 012 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 representatives and assigns) of the **OTHER PART** :-

Calcutta
Adl. Registrar of Assurances

[Handwritten signature]



22 FEB 2005
DEY & ASSOCIATES
SOLD TO SOLICITORS & ADVOCATES
ADD. 6, OLD POST OFFICE STREET
GROUND FLOOR
CALCUTTA 700 001
L. S. VENKAT
HIGH COURT BLDG

42/000-400

162034

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 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, Sankhari Tola Lane, Calcutta more particularly described in the Schedule thereunder written.
- B) 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 the said hereditament and premises which has since been assessed and numbered as the premises No. 9, Gokul Boral Street, Kolkata-700 012, 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. Khirode Basini Mustafi and three sons namely Sudhanshu Kumar Mustafi, Subodh Kumar Mustafi and Sudhir Kumar Mustafi and two married daughters viz. Pushpalata 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 seised 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. ft. 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-700 012, 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 tenants and has become old dilapidated and ruinous condition.

E) On 9th day of January, 1965 Sudhanshu 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. Khirode Basini his three sons namely Pradip Kumar Mustafi , Chandan Kumar Mustafi and Ashish 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 Sudhanshu, 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 Sudhansu 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 Sm. Pushpalata Bose since deceased . They have been impleaded in the said Partition and Administration suit as the defendant Nos. 4, 5 and 6.
- I) On or about 14th day of November, 2003 the parties to the suit filed a Terms of Settlement in the Hon'ble High 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>
Plaintiffs :		% of shares
1) Pradip Kumar Mustafi	8.890	
2) Sm. Ketaki Mustafi	2.963	
2B) Kingshuk Mustafi	2.963	
2c) Smt. Kakali Bose	2.963	
3) Ashis Kumar Mustafi	<u>8.891</u>	26.67%
Defendants :		
1) Smt. Siddheswari Mustafi	30.836	
2) Smt. Manjari De	15.418	
3) Smt. 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	
9A) Smt. Aleya Goho	0.6476	
9B) Reeru Goho	0.6476	
9C) Smt. Param Kaur	<u>0.6476</u>	5.829%

J) In the backdrops of the aforesaid the vendors are thus seized and possessed of or otherwise well and sufficiently entitled to ALL THAT undivided 5.829 part or share or interest of and in ALL THAT old dilapidated tenanted two storied brick built messuage, 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 chitacks and ten square feet be the same a little more or less (Vendors' share thus being 292 Square Feet) situate lying at and being municipal premises No. 9, Gokul Boral Street, Kolkata-700 012, 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 for the sake of brevity referred to as the "Said Premises".

K) The Vendors have entered into an agreement with the Purchaser for the absolute sale unto the Purchaser of ALL THAT the undivided 5.829 part or share of and in the said premises No. 9, Gokul Boral Street, Kolkata, measuring 292 square feet 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.1,47,000/- 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. 1,47,000/- 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 5.829 part or share or interest of and in ALL THAT old dilapidated and tenanted two storied brick built messuage, hereditament, tenement, and dwelling house a containing super built up area of 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 or less (Vendors' share being 292 Square Feet) situate

lying at and being municipal premises No. 9, Gokul Boral Street, Kolkata-700 012, 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 Together With all Roads, 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 Appurtenanting 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 rents 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.

1. The Vendors doth hereby covenant with the Purchaser as follows :-

- i) That notwithstanding any act, deed, matter or thing done or permitted to be done the Vendors are absolutely seised 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 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.

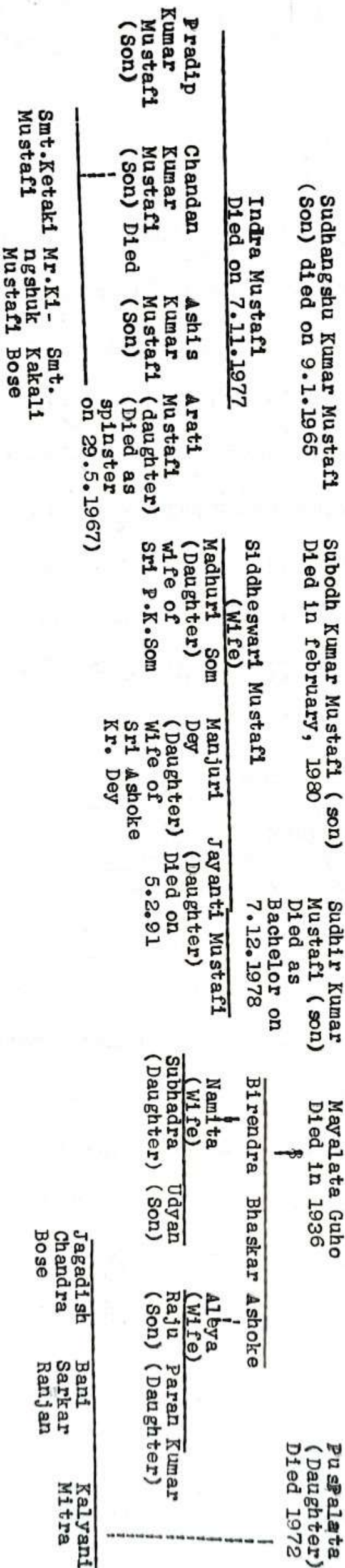
- iv) That free and clear and freely and clearly acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved deferred kept harmless and indemnified of from and against all and manner of former and other trust estate charges mortgages liens lispensans debts attachments executions and 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 shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TOGENEALOGICAL TABLE :

Dr. Jyotish Chandra Mustafi
(Died on 18.3.1930)

Kshirode Basini Mustafi (wife)
(Died in June, 1976)



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 or less situate lying at and being Municipal premises no. 9, Gokul Boral Street, Kolkata-700 012, 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 Akur Lane/Dhiren Dhar Sarani ;

THE THIRD SCHEDULE ABOVE REFERRED TO :-

ALL THAT undivided 5.829 part or share or interest 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 Square Feet be the same a little more or less (Vendors share being 292 Square Feet) situate lying at and being municipal premises No. 9, Gokul Boral Street, Kolkata-700 012, 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

Jagadish Chandra Bose ✓

VENDORS at Kolkata in the

Rajan Sircar ✓

presence of :

[Signature]
Attorney-at-Law

Kalyani Mitra ✓

R Chakrabarty
6, Old Post Office St
Kolkata - 1

SIGNED AND DELIVERED by the

Manjari De ✓

PURCHASER at Kolkata in the

presence of :

[Signature]
Attorney-at-Law
R Chakrabarty

Drawn by :
Mr. Dipak Dey,
Attorney-at-Law,

[Signature]
Attorney-at-Law

RECEIPT

RECEIVED of and from the

within named PURCHASER the within

mentioned consideration money

in full payable under these present

as per Memo below :

Rs. 1,47,000.00

Rs. 1,47,000.00

(Rupees One lac forty seven thousand only)

MEMO OF CONSIDERATION

By Banker's Cheque No 484429 dt. 23.2.05 drawn on Bank of Baroda Dharmatala Branch, Kolkata in favour of Jagadish Chandra Basu, Vendor herein — Rs 49000-00

By Demand draft No 014946 dt 23.2.05 drawn on Bank of Baroda, (Dharmatala) Asansol Branch in favour of Kalyani Mitra one of the Vendor herein — Rs 49000-00

By Banker's Cheque No 484430 dt 23.2.05 drawn on Bank of Baroda, Dharmatala Branch in favour of Ranjan Sarkar, one of the Vendor herein — Rs 49000-00

Rs 1,47,000-00

for
Attorney at Law
Rajendra Prasad

(Rupees One lac forty seven thousand) only

Jagadish Chandra Basu

Ranjan Sarkar,

Kalyani Mitra.

SPECIMEN FROM FOR TEN FINGERS

PHOTO

Jagadish Chandra Das

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

PHOTO

Kalyan Chitra, Rajan Sinha

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

PHOTO

Manjori 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					

Registered in

Book No. 1
Volume No. 7
Page No. 1 to 23
Being No. 04835
for the year 2005

DATED THIS 25th DAY OF
FEBRUARY, 2005

BETWEEN

JAGADISH CHANDRA BOSE, alias
BASU & ORS.
... VENDORS.

AND

SMT. MANJARI DE
... PURCHASER

Adl. Registrar of Assurances-1
Calcutta

22/8/05



CONVEYANCE



Adl. Registrar of Assurances-1
Calcutta

DEY & ASSOCIATES,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.