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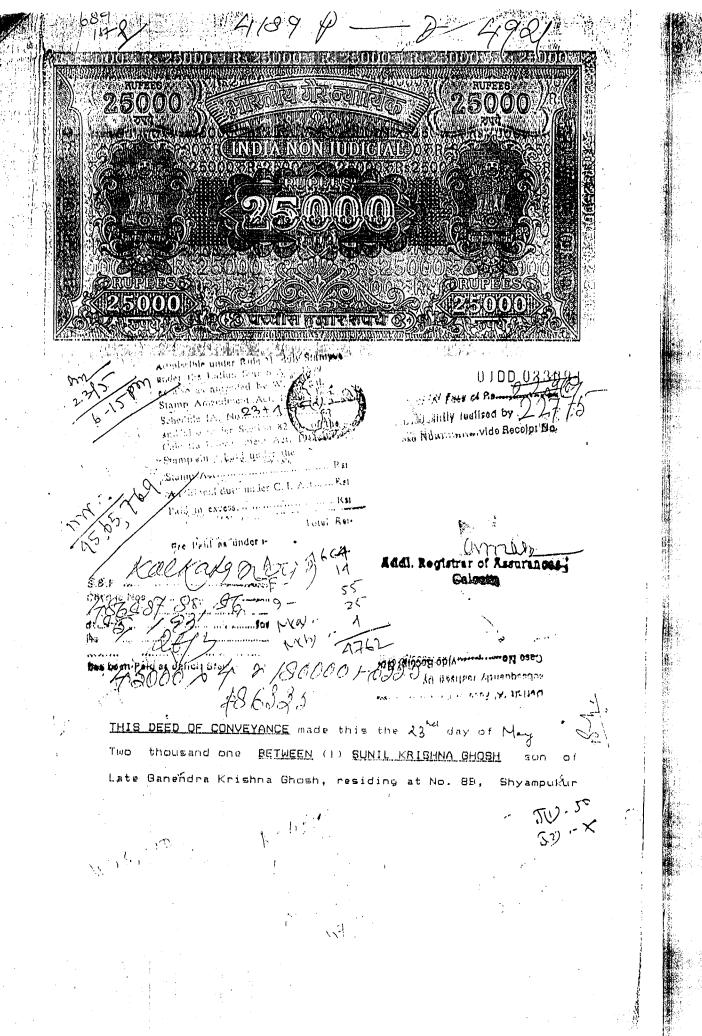
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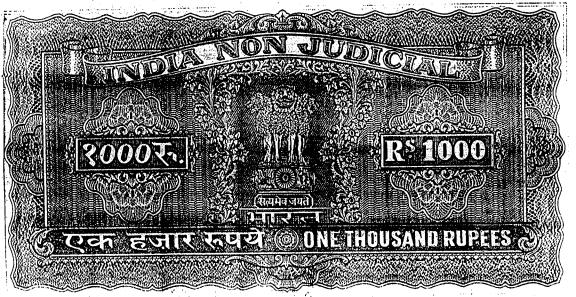
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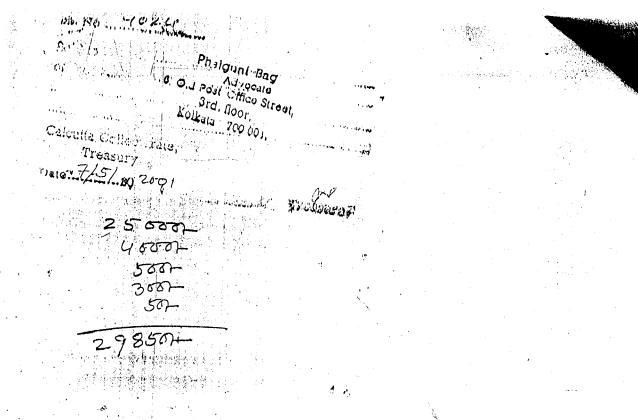
8 0 1 'out Mico Street Kolkata 700 001; Of Pondio Kina Ghosti Maring Maring Proceed to King Garate asto dat didande Knohen Most so Late Gomesta Smarti rani mittaisoni krikler uije Lab Kristica Phost, Sucret. plikin keikar. Si ce man Kukingi. Ada. H.C. Col. Greenon Hukhaju Achone His heavy caladra.



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Street, Kolkata and (2) <u>PRADIP KUMAR GHOSH</u> son of Late Jitendra Krishna Ghosh, residing at No. 47, Parthuriaghata Street, Kolkata 766665 both being the executors in respect

jê.



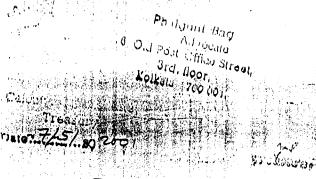
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of the estate of Late Asit Kumar Ghosh under the Last Will and Testament dated 28th September, 1994, hereinafter jointly and/or collectively called "THE EXECUTORS/VENDORS"



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and assigns) of the <u>FIRST PART AND SMT. SMRITIRANI MITTER</u>, wife of Late Dr. Mihir Mitter, residing at No. 34, Shyampu-kur Street, Kolkata, and <u>PRADIP KUMAR GHOSH</u> son of Late

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Advocate

Std. Root,

Kolkulu 700 (10),

Date: 7/25/20 2001

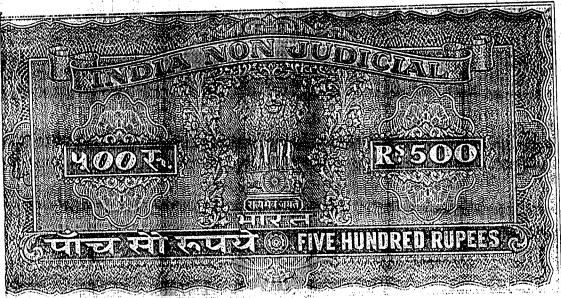
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Jitendra "Krishna Ghosh, residing at No. 47, Parthuriaghata Street, Kolkata 788 886, hereinafter jointly called the "CONFIRMING PARTIES" (which term or expression shall unless

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excluded by or repugnant to the subject or context be deemed to mean and includes their respective heirs legal

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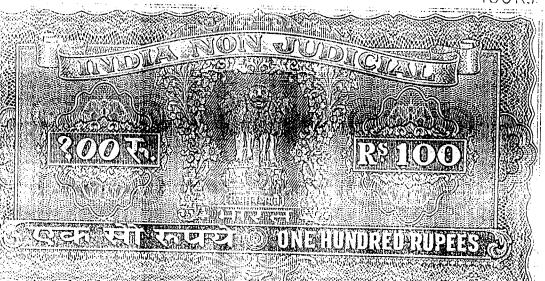
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Kolkala 700 001,

Treasury

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BECOND PART AND BHAGWATI DEVI GAGGAR wife of Ratan Lal Gaggar, residing at No. 11, Sarat Bose Road, Kolkata 700 820, hereinafter referred to as "THE PURCHASER" (which term

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8 O.J Post Office Street,

8 Advocate

3rd. floor,

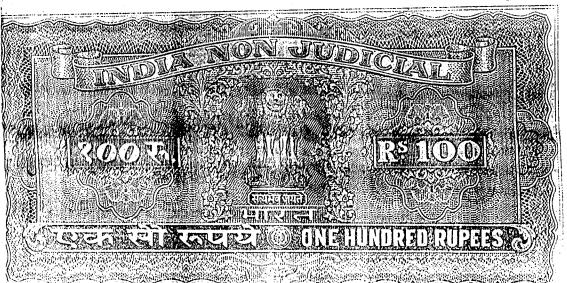
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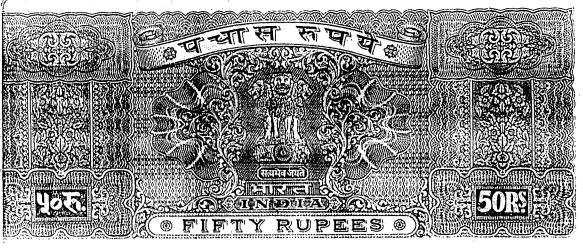
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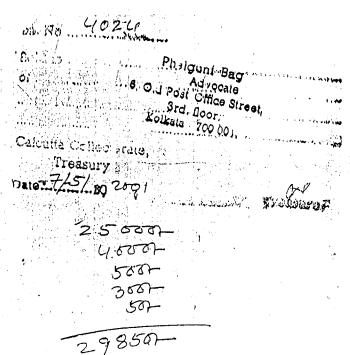
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Std. Roor,

Kolkulu 700001, Treasury rate, 25000-4000-3007



THIRD PART :



A.S. Registrar of Assuration

WHEREAS:

- Asit Kumar Ghosh (since deceased) who was a Hindu governed by Dayabhaga School of Hindu Law during his life time was absolutely seised and possessed of and/ or otherwise well and sufficiently entitled to various immovable properties including the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020, TOGETHER WITH the buildings and structures situate and standing thereon hereinafter for the sake of brevity referred to as THE ENTIRE PREMISES/PROPERTY).
 - During the lifetime of the said Asit Kumar Ghosh a portion of the said premises being premises No. 11 Sarat Bose Road, Kolkata 700 020 admeasuring an area of 0.0627 hectare (equivalent to 0.155 acres) has been acquisitioned for CALCUTTA METROPOLITAN DEVELOPMENT AUTHORITY (hereinafter referred to as the CMDA PORTION) which is presently under challenge and the remaining part of the SAID PREMISES is hereinafter referred to as the PREMISES more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in colour "RED" there-on (hereinafter referred to as "THE PREMISES").
- C. The said Asit Kumar Ghosh died as a bachelor on 18th November, 1994.
- 8 Sefore his death the said Asit Kumar Ghosh had executed his last Will and Testament dated 28th September, 1994

whereby and whereunder he appointed Pallav Kumar Banery ji (since deceased), Sunil Krishna Ghosh and Pradip Kumar Ghosh as his executors and/or trustees and by and under the said Will he gave be-queathed and devised amongst others ALL THAT—the said Premises as provided for in the said Will and Testament dated 28th—September, 1994.

- The said Will and Testament further provides that after providing for various legatees as provided for in the said will the rest of the properties including the said Premises shall absolutely and forever belongs to Smt. Smritirani Mitter and Pradip Kumar Ghosh, the Confirming Parties herein, in equal shares.
- The entirety of the said Premises EXCEPTING the said CMDA PORTION is under the tenancy of one K. G. Gaggar (hereinafter called the said TENANT) and the said tenant at all material times had extensive Powers and authorities including assigning of the tenancy right and/or to make additions and/or alterations into or upon the said Premises at his own cost and certain portions are in illegal and wrongful occupation and the total rent realised or received by the Estate of Late Asit Kumar Ghosh is not exceeding Rs.988/- per month.
- G After the death of the said Asit Kumar Ghosh the Executors named in the said WILL AND TESTAMENT filed an application in the High Court at Calcutta in its

Testamentary and Intestate jurisdiction being Pth ... No.257 of 1997 for grant of probate.

- On 7th December 1999 during the pendency of the said application for Probate, the said Pallav Kumar Banerji (one of the Executors in the said Last Will and Testament dated 28th September 1994) died leaving Sri Sunil Krishna Ghosh and Sri Pradip Kumar Ghosh (the two Executors/Vendors herein) as the only Executors.
 - In pursuance of the said application for Probate to Hon'ble High Court at Calcutta was pleased to grant the probate in respect of the said WILL and testament dated 28th September, 1994 and as such all the properties including the said premises remains vested in the said two Executors.
- The Executors have not given their assent in favour of the legatees (being the Confirming Parties herein) in respect of the said premises and they are still in charge of the said Premises/property.
- Mouring the pendency of the said application for grant of probate, the Hon'ble High Court at Calcutta directed for sale of two of the properties of the Estate of Late Asit Kumar Ghosh but the same could not be sold.
- L The buildings and structures situated at the said premises are more than 100 years old and are in a dila-pidated condition and is presently in occupation of the

said Tenant having extensive powers and authorities and for the purpose of payment of various amounts be disbursed in the manner provided for in the said Will and Testament dated 28th September, 1994 and with the consent and concurrence of the Confirming Parties herein (being the legatees) entitled to the said Premises under the said-WILL and Testament dated. 28th September, 1994 the Vendors/ Executors each of them respectively have agreed to sell and transfer with consent and concurrence of the Confirming Parties ALL THAT the Constructed Space (Unit) admeasuring an area 689 sq.ft. (be the same a little more or less) in the first floor of the main building at the said Premises having a separate and independent entrance (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon) more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written AND ALSO the undivided 1/12th share in the land comprised in the Premises No. 11 Sarat Bose Road, Kolkata 700 020 excluding the said CMDA portion) situation of the Premises shown and delineated in the map or plan nexed hereto and bordered in "RED" thereon (more and particularly mentioned and described in the FIRST SCHEDULE hereunder written AND ALSO TOGETHER WITH the undivided one fourth share in the Roof of the said building AND TOGETHER WITH undivided one fourth share in the staircases-leading to the First Floor of main building and also in the lobbies and other common

parts of the main building AND ALSO TOGETHER WITH the proportionate share in all pathways, common passages and entrances and also TOGETHER WITH the undivided 1/12th share in all other parts and portions water reservoirs, installations at the said premises AND ALSO the right to use in common with the other co-owners the passage way leading from the Main Road, to the said Premises free of all encumbrances and charges for the consideration hereinafter appearing. The said Constructed space (Unit) and the rights equities and benefits attached therewith are hereinafter callective—ly referred to as THE DEMISED PORTION AND THE PROPER—TIES APPURTENANT THERETO.

At or before the execution of the Deed of Conveyance, the Vendors/ Executors and the Confirming Parties and each one of them respectively have assured and represented to the Purchaser herein that there is no legal bar or impediment in the Vendors/ Executors selling and/ or transferring the said Demised Portion or any part thereof and THATS EXCEPTING for the right of the said Tenant AND EXCEPTING THE SAID CMDA PORTION the Premises is free from all encumbrances and charges and the Vendors/ Executors are fully competent to execute the Deed of Conveyance or Transfer in respect of the said Demised Portion.

NOW THIS INDENTURE WITNESSETH as follows :

In pursuance of the said Agreement AND in consideration of the sum of Rs.4,25,000/- (Rupees Four lacs twenty five thousand) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors/ Executors at or before the execution of these presents (which amount the Vendors/ Executors and the Confirming Parties do and each of them respectively doth hereby also by the receipt hereunder written admit and acknowledge to have been received and oftend from the payment of same and every part thereof do hereby acquit release discharge the Purchaser and the said Demised Portion Rereby intended to be sold and transferred) the Executors/Vendors and each of them respectively with the consent and concurrence of the Confirming Parties and each of the said Vendors and Confirming Parties respectively do hereby sell grant transfer convey assure and assign ALL THAT the Constructed Space (Unit) admeasuring an area of 689 sq.ft. (be the wame a little more or less) in the first floor of the main building at the said Premises having a separate and independent entrance (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon) also TOGETHER WITH the undivided 1/4th (one-fourth) share or interest into or upon Roof of the said main building and also TOGETHER WITH undivided 1/12th (one- twelfth) share in the entirety of the

land comprised in the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020 (more fully and particularly mentioned and described in the FIRST SCHEDULE Receunder written situation of the said Premises No. 11 Sarat Bose Road, Kolkata 700 020 also shown and delineated in the map or plan annexed hereto and bordered in "RED", thereon AND TOGETHER WITH undivided one fourth share in the staircases leading to the First Floor of the main building and also in the lobbies and other common parts of the main building AND TOGETHER WITH the proportionate undivided 1/12th share in all pathways, . common passages and other parts and also TOGETHER WITH undivided 1/12th (one-twelfth) share in all other parts portions of the said premises AND ALSO the right in common with other co-owners over and in respect of the Common Passage, or passage way running from Sarat Hose Road to said Premises TOGETHER WITH the uninterrupted right to pass and repass over the same with men materials cars and carts AND ALSO TOGETHER WITH the uninterrupted right lay down cables poles water pipes telephone and electric poles over and under the said Common Passage, free of all encumbrances and charges BUT OTHERWISE in "AS IS WHERE IS CONDITION" the said Demised Portion and the rights therewith are hereinafter collectively referred to DEMISED PORTION AND THE PROPERTIES APPURTENANT THERETO in "AS-IS-WHERE-IS-CONDITION" AND ALSO the right to realise and collect all the rents issues profits and compensation and the respective estate right title interest into or upon the said Demised Portion and the properties appurtenant thereto AND SUBJECT TO THE RIGHTS OF THE SAID TENANT

hereinafter for the sake of brevity referred to SAID DEMISED PORTION and the properties appurtenant thereto the said Premises No. 11, Sarat Bose Road, Kolkata hereby intended to be sold and transferred is hereinafter for the sake of brevity referred to as THE SAID PREMISES/PROPERTY) AND ALSO the right for the men, car vehicles into or upon ALL THAT the passage running from Main Road i.e. Sarat Bose Road upto the said premises being Premises No.11 Sarat Bose Road AND ALSO the right for Purchaser and/or its authorised representative to lay down sewers and other installations on the said passage shown and delineated in the map or plan annexed hereto bordered in RED THEREON OR HOWSDEVER the said Premises are or is or at any time or times heretofore were or situated butted bounded called known numbered described and distinguished together with the right to use in common with other co-owners and/or occupiers of the said premises all sewers drains ditches paths passages water water courses and all manner or ancient and other rights liberties easements privileges advantages emoluments appendages and appurtenances whatspever standing thereof or any part or portion thereof or with which the same now are or is or at any times or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel member or members thereof or appurtenant thereto AND reversion or reversions remainder or remainders AND All Estate right title interest claims use inheritance trust possession property or demands whatsoever or howsoever of the said Vendors/ Executors both at law or in equity into or upon the said PREMISES/PROPERTY TO HAVE AND TO HOLD the

said DEMISED PORTION OF THE SAID PREMISES/PROPERTY hereby sold granted conveyed transferred assigned and assured and every part or parts thereof respectively unto and to the Purchaser herein in the manner as aforesaid absolutely and forever free from all encumbrances trusts liens lispendens attachments trusts whatsoever EXCLUDING the said CMDA PORTION AND SUBJECT HOWEVER to the rights of the said Tenant.

THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follow ;

- THAT notwithstanding any act deed matter or thing whatsoever done by the Vendors/Executors or any of the Vendors/Executors predecessors in title may have done committed executed or knowingly suffered to the contrary, the Vendors/Executors have good right full power and absolute authority and indefeasible title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the said DEMISED POTION OF THE PROPERTY/PREMISES on "AS IS WHERE IS EASIS" EXCLUDING THE said CMDA PORTION AND SUBJECT. TO THE RIGHTS OF THE SAID TENANT unto and in favour of the furchaser herein in the manner as aforesaid concerning the true intent and meaning of these presents;
- (L) AND THAT the said Demised Portion of the Property is free of all encumbrances, liens attachments leases restrictions covenants lispendens uses debottar trusts

made or suffered by the Vendors/executors or the Confirming Parties respectively or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor/Executors or the Confirming Parties SUBJECT HOWEVER to the rights of The said Tenant and EXCLUDING the said CMDA PORTION.

- AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly enter into hold posses use own and enjoy the said DEMISED PORTION OF THE PREMISES and receive realise and collect all the rents issues and profits thereof without any lawful hindrances eviction interruption disturbance claims or demands whatsoever or howsoever from or by the Vendors/Executors or the Confirming Parties or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors/Executors or the Confirming Parties.
- (d) AND THAT the Purchaser free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendors/Executors or the Confirming Parties and well and sufficient, ly saved defended kept harmless and indemnified of and from or against all and all manner of former or other rights title interest liens charges and encumbrances whatspever created made done occasioned and/or suffered

by the Vendors/Executors or the Confirming Parties respectively or any person or parsons rightically claiming through or under or in trust of the Vendors/ Executors or the Confirming Parties.

- AND THAT? the said Demised Portion of the Premises, Property hereby sold, transferred and conveyed not affected by any attachment including attachment under | Certificate case or any proceedings | started the instance of the Income tax Authorities under Public Demand Recovery Act or any other acts or otherwise whatsdever and that there is no certificate case or proceedings pending against the Vendors/Executors for realisation of arrears of Income tax or other taxes or dues or otherwise under Public Demands Recovery Act and/or any other act for the time being in force and that the said Demised Portion of the Premises/Property hereby sold, transferred conveyed is not affected by any notice or claim of any public or local authority EXCEPTING that a portion of the said premises was acquisitioned by the CMDA (hereinafter referred to as the CMDA PORTION) which is being challenged.
- The Vendors/ Executors shall at all times shall make do and execute at the expenses of the Purchaser all such further and lawful acts deeds matters and things as may be reasonably required by the Purchaser for better or further effectuating and conveyance hereby made or the title of the Purchaser in respect of the said Demised

Portion of the said Premises/Property hereby sold transferred and conveyed.

THE VENDORS/EXECUTORS AND THE CONFIRMING PARTIES AND EACH OF THEM HAVE FURTHER ASSURED AND REPRESENTED TO THE PURCHASER as follows:

- (a) THAT the said Asit Kumar Ghosh (since deceased) was the absolute owner of the said Premises.
- (b) EXCEPTING the said tenancy and the area acquisitioned by the Calcutta Metropolitan Development Authority (hereinafter referred to as the CMDA PORTION) the said Premises is free of all encumbrances and charges.
- (c) THAT the Executors/Vendors with the concent and concurrence of the Confirming Parties and each of them have full power and absolute authority to grant sell and transfer the said Premises and/or any part or portion thereof.
- Premises are not traceable inasmuch as the said Premises are not traceable inasmuch as the said Premises as has been inherited by the said Asit Kumar Ghosh (since deceased) AND the Vendors/ Executors and also the Confirming Parties and each of them hereby agrees to keep the Purchaser and its successor and/or successors in interest and assigns indémnified against all losses, damages and claims which the Purchaser may

muffer or be exposed to because of the non-availability of the Original Title Deeds and from all actions suits proceedings charges and claims or demands in respect thereof the Executors/Vendors and the Confirming Parties and each of them do hereby assure and, covenant with the Purchaser that as and when such title deeds and/or documents of title are found or located the Vendors / Executors or the Confirming Parties shall forthwith deliver the same to the Purchaser and till then unless prevented by fire or some other irresist-,ible accident the Vendors/executors and the Confirming Parties and each of them respectively shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser and/or the agent of the Purchaser or at any hearing suit commission examination or otherwise as occasions shall require, the original title deeds, documents and writings in respect of the said Premises as and when traced by the Vendors/Execrators and the Confirming Parties and the Vendors/Executors and the Confirming Parties and each of them respectively shall keep such documents safe whole unobliterated and uncancelled.

(e) THAT there is no impediment or legal bar in the Vendors/ Executors or the Confirming Parties selling and transferring the said Premises in favour of the Purch: ser herein.

Relying on the aforesaid representations and assurances and believing the same to be true and acting on the faith thereof, the Purchaser has agreed to purchase and acquire the said Premises/Property in "as-is-where-is condition" (EXCLUDING the said CMDA PORTION BUT SUBJECT TO the rights of the said TENANT).

IV. AND it is hereby further agreed and declared by and between the parties hereto that in the event of any amount being payable on account of arrears of Rates and Taxes (hereinafter referred to as "RATES AND TAXES") the same shall be paid and discharged by the Purchaser to the extent of the share sold and transferred in favour of the Purchaser herein and, the Purchaser has agreed to keep the Vendors/Executors and the Confirming Parties and each of them respectively indemnified against all actions suits proceedings demands costs charges and expenses in respect thereof.

AND it is hereby further agreed and declared that by acquiring the said Undivided 1/12th share in the land at the said Premises the Purchaser along with the other Copurchasers of the remaining undivided 11/12th share in the land comprised in the said Premises shall be entitled to hold possess and enjoy the entirety of the said Premises in proportion to the share hereby transferred and exclusive right over the Demised Portion/ Unit hereby sold and transferred.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020 containing by admeasurement an area of 37 Cottahs 13 Chittacks and 12 Sq.ft. (be the same a little more or less) TOGETHER WITH the buildings, and other outhouses and structures situated and standing thereon (the situation of the Premises has been shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon) within Police Station Bhowanipore, Dist. Registration office 'Alipore, in the District of 24 Parganas (South), Under Ward No. 70 and within the limits of The Calcutta. Municipal Corporation and butted and bounded as follows:

ON THE EAST :

Partly by Premises No.9 Sarate Bose Road

and partly by Premises No. 11/1 & 11/2

Sanat Bose Road, Kolkata.

ON THE WEST :

By South Club.

ON THE SOUTH :

Partly by Premises No. 11/3; Sarat Bose

Road and Common Passage.

ON THE NORTH :

By the Premises No. 231/1 A J C Bose

Road, Kolkata belonging to the Estate

of Late Asit Kumar Ghosh (Calcutta

Nursing Home).

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Constructed Space unit admeasuring 689 sq.ft. (be the same a little more or less) in the first floor of the building at the said Premises having a separate and independent entrance situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon and ALSO TOGETHER WITH undivided 1/12th

share in the land comprised in the said premises as mentioned in the First Schedule hereinabove written AND ALSO undivided one fourth share in the roof of the main building and also the Staircases, landings and lobbies of the main building AND ALSO TOGETHER WITH undivided 1/12th share or interest in the common pathways passages staircases and other common parts and portions and other open spaces of the said premises.

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

SIGNED AND DELIVERED by the VENDORS/EXECUTORS at Kolkata in the presence of :

Freemen Hickory in Actionale High Court Calculto

SIGNED AND DELIVERED by the CONFIRMING PARTIES at Kolkata

in the presence of :

Excemon Multhyper Advocable High court cabath

Pundip Kumar Shish.

Simil Krohing Shoot

Smriti hani mittha: Poredif Kumar 8 hora.

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High Court, Clenta

REDEIVED of and from the withinnamed PURCHASER the withinmentioned sum of Rs. 4, 25, 888/- (Rupees Four lacs twenty five thousand) only being the consideration money payable under these presents as per memo below :

Rs.4,25,000.00

CONSIDERATION

Bx Pay Order No. 4720 24 dated 18:05.2001 drawn on Standard Charles Grandy & Benk Chucklene Branch

Kolkata in favour of the Executors/

· Vendors.

Rs:4,25,000.00

Rs.4,25,000.00

(Rupees Four lacs twenty five thousand only)

WITNESSES :

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Sund Room Stock

Advocate Preadif Kumar Shore.

Smriti rani mitta.

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ADVOCATE HIGH COURT, CALCUTTA

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BETWEEN

SUNIL KRISHNA GHOSH & ANR.

AND

SMT. SMRITIRANI MITTER & ANR.

AND

BHAGWATI DEVI GAGGAR

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CONVEYANCE

TO THE REAL PROPERTY OF THE PERSON OF THE PE

PHALGUNI BAG ADVOCATE 6 OLD POST OFFICE STREET CALEUTTA 700 001

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Raut Chalheburty PS Group Realty Pvt. Ltd.