

00786 PAN NO. LN-5877 2. 00596/08

(1)



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पश्चिम बंगाल WEST BENGAL

V.C. NO = 142
 Dt 29-02-08 055366
 200259-84
 458-2007
 29/2/08

Admissible under Rule 21 of W.B. Rega.
 Rules 1934 and the Indian Stamp
 Act 1899 and by Act II of 1922
 & Section 49 of the Kolkata
 Municipal Corporation Act
 1899 of Amended in 1934 Re...

20,000/-
 M. Hoque
 521593
 27/2/08

District Sub-Registrar
 29/02/08

Collector V/S II and
 Sub 24 Puruss...
 03/03/08

Mr. Biswanath Sen
 29/02/08
 03/03/08

INDENTURE

THIS INDENTURE made this the 29th day of February Two
 Thousand Eight BETWEEN 1. SRI BISWANATH SEN, son of Late
 Brojo Kishore Sen by faith - Hindu, by occupation - Legal
 Practitioner, by Nationality - Indian, 2. SMT. SUBHA SEN, wife of
 Sri Biswanath Sen, by faith - Hindu, by occupation - House wife,



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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by Nationality - Indian, both residing at the Premises No. 22B,
Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700 023
hereinafter called and referred to as "the **VENDORS**" (which
terms or expressions shall unless excluded by or repugnant to the

PAN no. of the vendors no.1 is AVRPS 6282L

no.2 is AMBPS 8490D



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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subject or context be deemed to include their respective heirs,
executors, administrators, legal representatives and assigns) of
the ONE PART.



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A N D

1. MUNIRUL HAQUE, son of Late Sirajul Haque, by faith - Islam, by occupation - Business, by Nationality - Indian 2. AKHTARI BEGUM, wife of Munirul Haque, by faith - Islam, by occupation - Business, by Nationality - Indian, both residing at the Premises No. 69/3, Dr. Sudhir Basu Road, Police Station - Ekbalpore,



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✓ WHEREAS

A. One Brindaban Chandra Dutta purchased the Holding and Premises No. 22, Circular Garden Reach Road in an auction sale held in Title Execution Case No. 253 of 1898 arising out of Title Suit No. 83 of 1898 by the Learned 1st Sub-Ordinate Judge at Alipore and by virtue of the said purchase Brindaban Chandra Dutta became the sole and absolute owner of the premises.

Brindaban Chandra Dutta



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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B. The said Brindaban Chandra Dutta died intestate leaving behind him surviving his two sons namely Monmotha Nath Dutta and Promotha Nath Dutta as his heirs and legal representatives who inherited the said premises in equal shares.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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C. The said Monmotha Nath Dutta died intestate leaving behind him surviving his wife Smt. Parul Bala Dutta and Sri Rabindra Nath Dutta as his heirs and legal representatives. The heirs of Monmotha Nath Dutta inherited the share of Monmotha Nath Dutta in equal shares.



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D. Promotha Nath Dutta filed Title Suit No. 103 of 1968 before the Learned 7th Court of Sub-Ordinate Judge at Alipore against Parul Bala Dutta and Rabindra Nath Dutta for partition of the said premises. Ultimately the said Suit was decreed on



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compromise in final form on 7th September 1968. As per terms of compromise decree Rabindra Nath Dutta was allotted **ALL THAT** piece or parcel of land together with rear portion of two storied building and structures containing an area of 6 (Six) Cottahs 9



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

104 055376

(Nine) Chittacks 5 (Five) Sq. ft. more or less situated at and being the Premises No. 22, Circular Garden Reach Road within the Town of Calcutta with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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space used as passage on the Southern side leading to the main Road with other properties subject to payment of Rs.200/- to his mother Smt. Parul Bala Dutta till her life and also for enjoyment of two rooms till her life.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

108 055378

E. By an Indenture dated August 16th, 1976 made between Sri Rabindra Nath Dutta and Smt. Parul Bala Dutta collectively mentioned therein as the Vendors of the One Part and Sri Biswanath Sen and Smt. Subha Sen therein described as the



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Purchaser of the Other Part, at the consideration mentioned therein the said Rabindra Nath Dutta and Parul Bala Dutta sold, transferred, conveyed, granted, assigned and assured unto and in favour of Biswanath Sen and Subha Sen **ALL THAT** piece or



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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parcel of land together with rear portion of two storied building and structures standing thereon containing an area of 6 (Six) Cottahs 9 (Nine) Chittacks 5 (Five) Sq. ft. more or less situated at and being the Premises No. 22, Circular Garden Reach Road, P.S.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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- Watgunge, Sub-Registry Office at Alipore, District 24-Parganas (South) within the Town of Calcutta with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide space used as passage on the Southern side leading to the main Road more fully and particularly mentioned in



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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the Schedule therein and particularly delineated in the Map annexed thereto. The said Indenture was registered with Sub-Registrar of Assurances at Calcutta and entered in Book No. I, Volume No. 137, Pages 204 to 214, Being No. 3208 for the year 1976.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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F. The said Sri Biswanath Sen and Smt. Subha Sen mutated their names in the Assessment Book of the Calcutta Municipal Corporation wherein the said premises was re-numbered as the Premises No. 22B, Circular Garden Reach Road (presently known as Karl Marx Sarani).



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AND WHEREAS thus the Vendors are seized and possessed of and or other wise sufficiently entitled to ALL THAT piece or parcel of land together with rear portion of two storied building and structures standing thereon containing an area of



पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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6 (Six) Cottahs 9 (Nine) Chittacks 5 (Five) Sq. ft. more or less with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide space used as passage on the Southern side leading to the main Road situated at and

being the Premises No. 22B, Circular Garden Reach Road, now known as Karl Marx Sarani, P.S. - Watgunge, Kolkata - 700 023, Sub-Registration office at Alipore. District South 24 Parganas within the local limits of the Kolkata Municipal Corporation under Ward No. 77.

AND WHEREAS by an Agreement dated 10th day of November 2006 made between Sri Biswanath Sen and Smt. Subha Sen therein mentioned as the Vendors of the One Part and Munirul Haque and Akhtari Begum described therein as the Purchasers of the Other Part, the Vendors have agreed to sell and the Purchasers have agreed to purchase from the Vendors **ALL THAT** the said property partly self occupied and partly tenanted being the entirety of the Vendors' right title and interest whatsoever, in respect of and over the said property, (more fully and particularly described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTY**") at and for a price of Rs.70,00,000/- (Rupees Seventy Lacs) only, out of which the Purchasers have paid a sum of Rs.25,00,000/- (Rupees Twenty Five Lacs) only by way of advance or part payment against the consideration of Rs.70,00,000/- (Rupees Seventy Lacs) only with free from all encumbrances and charges whatsoever. ✓

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and further in consideration of the said sum of Rs.70,00,000/- (Rupees Seventy Lacs) only, paid by the **PURCHASERS** to the Vendors at or before the execution of these presents, (the receipt whereof the **VENDORS** hereby admit and acknowledge to have received as per Memo of Consideration herein below) and of and from the same and every part thereof the **VENDORS** do hereby for ever release discharge and acquit the **PURCHASERS** and the said property conveyed, the **VENDORS** hereby indefeasibly grant, sell, transfer, convey, assign and assure unto the **PURCHASERS** absolutely and forever **ALL THAT** piece or parcel of land together with rear portion of two storied building and structures standing thereon containing an area of 6 (Six) Cottahs 9 (Nine) Chittacks 5 (Five) Sq. ft. more or less with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide space used as passage on the Southern side leading to the main Road situated at the Premises No. 22B, Circular Garden Reach Road, P.S. - Watgunge, Kolkata 700 023, Sub-Registration Office at Alipore. District South 24 Parganas within the local limits of the Kolkata Municipal Corporation under Ward No. 77 (more fully and particularly described in the **SCHEDULE** hereunder written and hereinafter as well as hereinbefore referred to as "the **SAID PROPERTY**") with

entirety of the VENDORS' right title and interest, whatsoever, in respect of the said property TOGETHER WITH all the old and dilapidated two storied building and structures and the things of whatsoever nature permanently attached to the said property or standing thereon pertaining to the said property and all areas sewers drains and water courses appertaining thereto and all the privileges, easements, profits, advantages, rights, and appurtenances, whatsoever, belonging or anywise appertaining thereto and usually held or enjoyed or reputed as part thereof, situate lying at and being Municipal Premises No. 22B, Circular Garden Reach Road, P.S. Watgunge, Kolkata 700 023, Sub-Registration Office at Alipore. District South 24 Parganas within the local limits of the Kolkata Municipal Corporation under Ward No. 77 (more fully and particularly described in the SCHEDULE hereunder written) free from all encumbrances and charges whatsoever AND TOGETHER WITH the right to use all pathways and/or passage ways and/or entrances and exits for free ingress in and egress from the said property AND all the estates, rights, title, interest, inheritance, possession, use, trust, property, claim and demand whatsoever at law or otherwise of the VENDORS into or upon or in respect of the said Property or any and every part thereof hereby granted, sold, conveyed, assigned, assured and transferred TOGETHER WITH all deeds or pattahs and monuments, evidences of title,

whatsoever exclusively relating to or concerning the said Property or any part thereof, which now are or hereafter shall or may be in the custody possession power or control of the VENDORS or any other 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 said Property hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the PURCHASERS absolutely and forever from all encumbrances and charges, whatsoever, and further subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation or any other Public Body or Local Authority or Authorities in respect thereof.

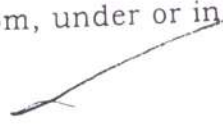
AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS :

1. THAT NOTWITHSTANDING any act deed matter or thing by the VENDORS done executed or knowingly suffered to the contrary by the VENDORS or any of their predecessor-in-title, the VENDORS have now in

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themselves good right, full and absolute power and authority to grant, convey and confirm the said property hereby granted, sold, conveyed, confirmed, assigned, assured and transferred or expressed or intended so to be unto and to the use of the PURCHASERS.

2. The VENDORS have duly made over and delivered to the PURCHASERS the possession of the said property through Tenants and notional and/or constructive possession of the Property and every part thereof to the PURCHASERS simultaneously with the execution of these presents and the PURCHASERS have accepted the same AND that the PURCHASERS shall and may from time to time and at all times hereafter at their own costs, charges and expenses peaceably and quietly enter into, hold, possess, enjoy and occupy the said Property and every part thereof hereby granted, sold, conveyed, assigned, assured and transferred and receive the rents, profits, usufructs and issues thereof and every part thereof for his own use and benefits without any suit, lawful eviction, interruption, claim or demand whatsoever-from or by the VENDORS or by any person or persons lawfully and equitably claiming or to claim from, under or in trust for the VENDORS.



3. The **PURCHASERS** shall hold the said property free and clear or freely or clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the **VENDORS** at the costs and expenses of the **VENDORS** and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned, suffered and created in respect of the said Property or any part thereof by the **VENDORS** or by any person or persons lawfully and equitably claiming or to claim by, from and under or in trust for the **VENDORS**.

4. The **VENDORS** and all persons having or lawfully or equitably claiming any right title estate or interest in the said property or any part thereof by, from, through, under or in trust for the **VENDORS** or their heirs, legal representatives, executors, administrators and assigns or any of them or any of their ancestors and/or predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the **PURCHASERS** do and execute or cause to be done and executed all such further and other lawful

acts, deeds and things whatsoever for better and more perfectly effectually and absolutely gaining and assuring the said Property and every part thereof hereby granted, sold, conveyed, assigned, assured and transferred unto and to the use of the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required by the **PURCHASERS** or their heirs executors, administrators legal representatives and assigns or any of them.

5. **AND** all rates taxes and other impositions and/or outgoings payable in respect of the said Property up to the date hereof, as and when assessed, shall be payable by the **VENDORS** and those relating to the period from the date hereof shall be payable by the **PURCHASERS AND** that no certificate proceedings and/or notice of attachment is subsisting at present under the income-tax Act, 1961 in respect of the said property) **AND** that no notice, which is or may be subsisting, has been served on the **VENDORS** for the acquisition of the said Property or any part thereof under the Land Acquisition Act. 1894 or under any other Laws or Acts and/or Rules made or framed there under and the **VENDORS** have no knowledge of issue of any such notice or notices, if any, affecting the said

Property or any part thereof **AND** the **VENDORS** hereby declare and confirm that recitals hereto before cited, are true and correct and the **VENDORS** hereby indemnify and shall keep the **PURCHASERS** indemnified, if any thing found incorrect later on in respect thereof. **AND** the **VENDORS** hereby handed over title Deeds and other papers in respect of the said property hereby granted, sold, conveyed, assigned, assured and transferred.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land together with rear portion of old dilapidated two storied building and structures standing thereon containing an area of 6, (Six) Cottahs 9 (Nine) Chittacks, 5 (Five) Sq. ft. more or less with the right to use the 8' wide common passage in front portion leading to the main Road and also 4' wide space used as passage on the Southern side leading to the main Road situated at and being the Premises No. 22B, Circular Garden Reach Road, now known as Karl Marx Sarani, P.S. Watgunge, Kolkata - 700 023, Sub-Registration office at Alipore. District South 24 Parganas within the local limits of the Kolkata Municipal Corporation under Ward No. 77. The building and structures is measuring more or less 2000 — Sq. ft. (TWO THOUSAND SQUARE FEET)

*13/132
N.S.R. - 13/132*

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

SIGNED, SEALED & DELIVERED

by the VENDORS at Kolkata in the presence of :

WITNESSES :

1. Akhijit Sen
228, Karl Marx Sarani
Kolkata - 700023.

1. *Biswas Nath Sen.*
2. *Sulha Sen.*

2. *Imrannul Haque*
69/3 Dr. Sulhas Barui Rd,
Khidderpore
Kolkata - 700023

SIGNATURE OF THE VENDORS

Drafted by me :

Atangir. Reza F-1194/03.
Advocate

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASERS the within mentioned sum of Rs. 70,00,000/- (Rupees Seventy Lac) only being the full and final consideration of this Deed, as per Memo below :-

MEMO

Sl. No.	Date	Cheque No.	Bank name with Branch	Amount (Rs.)
1.	10.11.2006	003202	Central Bank of India Karl Marx Sarani Branch	2,50,000/-
2.	10.11.2006	003203	-Do-	2,50,000/-
3.	04.01.2007	003250	-Do-	2,50,000/-
4.	04.01.2007	003251	-Do-	2,50,000/-
5.	17.04.2007	003393	-Do-	7,50,000/-
6.	17.04.2007	003392	-Do-	7,50,000/-
7.	29.02.2008	034089	Bank of India Salt Lake Br.	22,50,000/-
8.	29.02.2008	034090	-Do-	22,50,000/-
				70,00,000/-

(Rupees Seventy Lac) Only












WITNESSES :

1. Abhijit Sen
22B, Karl Marx Sarani
Kolkata - 700023

1. Giren Nath Sen
2. Subho Sen



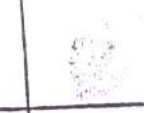

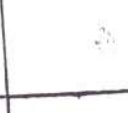
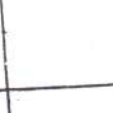



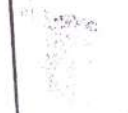
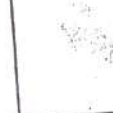
SIGNATURE OF THE VENDORS

2. Inramul Haque
69/3 Dr. Sudhir Bose Rd,
Khidolapur,
Kolkata - 700023


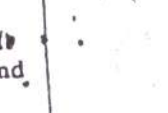



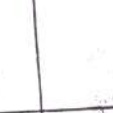
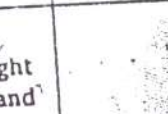




		Thumb	1st finger	middle finger	ring finger	small finger
 Sri Biswanath Sen	left hand					
	right hand					

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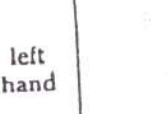




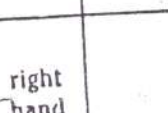
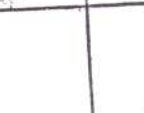


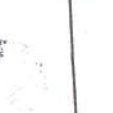
Name SRI BISWANATH SEN
Signature Sri Biswanath Sen

		Thumb	1st finger	middle finger	ring finger	small finger
 Smt Subha Sen	left hand					
	right hand					

Name SMT SUBHA SEN
Signature Subha Sen

		Thumb	1st finger	middle finger	ring finger	small finger
 Munirul Haque	left hand					
	right hand					

Name MUNIRUL HAQUE
Signature Munirul Haque

		Thumb	1st finger	middle finger	ring finger	small finger
 Akhtari Begum	left hand					
	right hand					

Name AKHTARI BEGUM
Signature Akhtari Begum

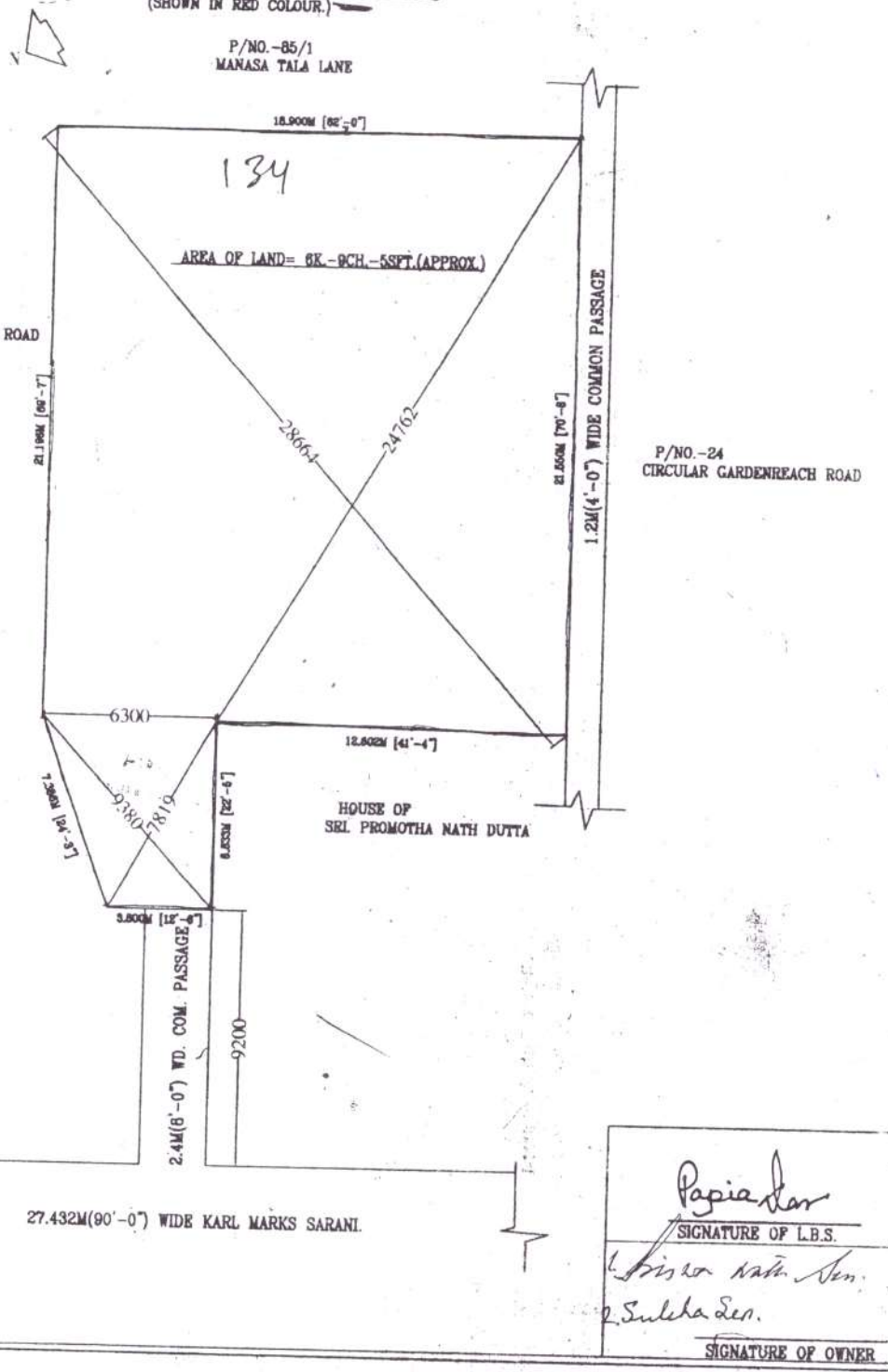
BOUNDARY DECLARATION FOR.

SRI BISWANATH SEN & SMT. SOBHA SEN AT.

PREMISES NO. - 22B, KARL MARX SARANI NO. - 77, BOROUGH NO. - IX, P.S. - WATGUNGE, KOLKATA - 700023

(SCALE = 1:200)

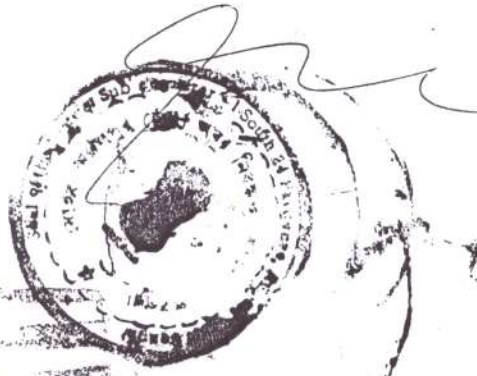
AREA OF LAND = 6K. - 9CH. - 5SFT. (APPROX.)
(SHOWN IN RED COLOUR.)



Papier
SIGNATURE OF L.B.S.
Sri Biswanath Sen.
Smt. Sobha Sen.
SIGNATURE OF OWNER

85

16355



Munirul Haque
69/3, St. Sudhin Bose Road
Kolkata - 23

Collectorate

Treasury

20.2.50

Registration of

23rd February 1920

Registered by
Biswanath Sen

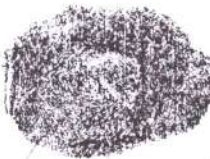
Handwritten note: 57/20/02 on 22/02/08

Handwritten note: O Bishwanath Sen...
Prayog x Bishwanath Sen
Biswanath Sen

$$\begin{aligned}
 25000 \times 18 &= 4,50,000 \\
 20000 \times 1 &= 20,000 \\
 50 \times 1 &= 50
 \end{aligned}$$

4,70,050
District Sub-Registrar
Alipore, South 24 Parganas

Biswanath Sen



415

Biswanath Sen



416

Sulha Sen

Handwritten mark resembling a stylized '4' or 'L'.

Abhipit Sen
Mr. Biswanath Sen
22, Karol Market, Calcutta
Handwritten notes and signature.

Identified by me
Abhipit Sen
S/O Mr. Biswanath Sen
22, Karol Market, Calcutta
Khuddarpore Kot-23
Business.

Handwritten signature and stamp of District Sub-Registrar, Alipore, South 24 Parganas.

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Kolkata Collectorate
 Treasury
 Kolkata Collectorate
 Treasury

16355

Municipal Haque
 69/3, Dr. Sudhir Bose Road
 Kolkata - 23

Kolkata Collectorate
 Treasury
 2022



$25000 \times 18 = 4,50,000$
 $20000 \times 1 = 20000$
 $50 \times 1 = 50$

4,70,050



District Sub-Registrar
 Kolkata, West Bengal

29 FEB 2008

16355

Municipal Haque
69/3, Dr. Sudhir Bose Road
Kolkata 23
District Calcutta
Treasurer
2012

[Handwritten mark]

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$$\begin{array}{r} 25000 \times 18 = 4,50000 \\ 20000 \times 1 = 20000 \\ 50 \times 1 = 50 \\ \hline 4,70,050 \end{array}$$



[Handwritten signature]
Municipal Haque
Kolkata

16355

Municipal Hagne
 69/3, Dr. Sudhir Bose Road
 Kolkata- 23
 Kolkata Collection
 Treasury
 2012

95

25000 x 18 = 4,50,000
 20000 x 1 = 20,000
 50 x 1 = 50
4,70,050



[Handwritten signature]
 OFFICE OF THE
 MUNICIPAL COMMISSIONER

FEB 2012