

RR 25/2/03

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M.V. No 33,96,667 - assessed by Mr. D.G.R. Ramesh  
vide his memo no 24371 & 14.11.05

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STAMP AFFIXED BY  
14/5/03  
STAMP & REVENUE DEPT  
KOLKATA COLLECTORATE

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2815/05

Deficit Stamp Duty  
of Rs 49000  
has been realised  
vide Bank draft No. 939429  
25-11-05

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Deficit Stamp Duty  
of Rs 49000  
has been realised  
vide Bank draft No. 939430  
25-11-05

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THIS INDENTURE OF SALE is made this 23rd day of May in  
the year of Two Thousand and Three A.D. BETWEEN DR. DEBA  
PRASAD GHOSH son of Late Nirode Gopal Ghosh, by faith - Hindu, by  
occupation - Medical Practitioner, residing at 29/B, Satish Mukherjee Road,  
Police Station -TollygungeKolkata - 700 026, hereinafter called and referred  
to as the VENDOR (which terms or expression shall unless excluded by or  
repugnant to the subject of content be deemed to mean and include his heirs,  
executors, administrators, representatives, successors, nominees and assigns)  
of the ONE PART.

30767  
A 30767  
vide  
Bank draft No. 939428  
Dated 25-11-05

25-11-05  
Deficit Stamp Duty  
of Rs 49000  
has been realised  
vide Bank draft No. 939428  
25-11-05

Deficit Stamp Duty  
of Rs 49000  
has been realised  
vide Bank draft No. 939427  
25-11-05

Deficit Stamp Duty  
of Rs 27750  
has been realised  
vide Bank draft No. 939428  
25-11-05

Deficit fees A 30767 - realised  
on 11/2/05

1250

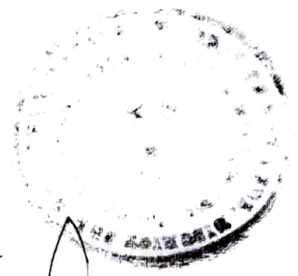
23rd May

12/05/2003

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12/05/2003

Debabrassa Ghosh



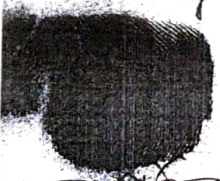
Debabrassa Ghosh

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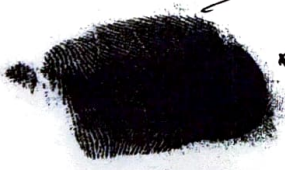
Debabrassa Ghosh

5066



Pradip Kumar Saha

5067



Pradip Kumar Saha

Shoma Bose

D/O Debabrassa Ghosh  
29/B, Satish Mukherjee Rd  
Calcutta - 700026

D/O Debabrassa Ghosh  
29/B, Satish Mukherjee Rd  
Kolkata

Karlick Chandra Saha  
80/11 Manmohā nān  
Saha nān or 28A/1 Ray  
Bachan Road Kolkata

Pradip Kumar Saha  
Chandra Saha nān or 28A/1 Ray  
Bachan Road Kolkata

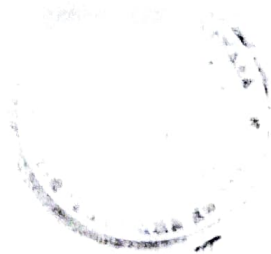
Shoma Bose  
D/O Debabrassa Ghosh  
29/B, Satish Mukherjee Rd  
Kolkata

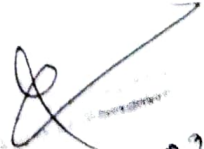
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## A N D

(1) **SRI KARTICK CHANDRA SARKAR** son of Late Manmotha Nath Sarkar, by faith - Hindu, by occupation - Business, residing at 28A/1, Ray Bahadur Road, Police Station - Behala, Kolkata - 700 034 and (2) **SRI PRADIP KUMAR SARKAR** son of Sri Kartick Chandra Sarkar, by faith - Hindu, by occupation - Business, residing at 28A/1, Ray Bahadur Road, Police Station - Behala, Kolkata - 700 034, hereinafter jointly and collectively called and referred to as the **PURCHASERS** (which terms or expression shall unless excluded by or repugnant to the subject of content be deemed to mean and include their respective heirs, executors, administrators, representatives, successors, nominees and assigns) of the **OTHER PART**.

**WHEREAS** Hindusthan Co-operative Insurance Society Ltd. acquired the Revenue free lands in C.S. Dag No. 447, of Khatian No. 543 of ~~Plot No. 63~~ Punja Shapore, Police Station - Behala being a portion of premises No. 63, Tollygunge Circular Road in the South Suburban Municipality, Sub Range Alipore, District 24 Parganas and by its development scheme No. X made several plots for sale and the land described in the Schedule below being Plot No. 63, of the said scheme of the Hindusthan Co-operative Insurance Society Ltd., containing an area of 3 Cottahs 6 Chittacks 42 Sq.ft. of land was sold by Hindusthan Co-operative Insurance Society Ltd. to Kalipada Bagchi by a deed of Sale dated 25<sup>th</sup> day of March, 1939, with a plan attached thereto and the said Kalipada Bagchi mortgaged the said land on the same date to Hindusthan Co-operative Insurance Society Ltd. and thereafter the aforesaid Kalipada Bagchi sold the said land subject to the aforesaid mortgage to Moghi Bai by a Deed of Sale dated 27<sup>th</sup> day of May, 1939 and the said Moghi Bai redeemed the said mortgage and got a deed of release dated 26<sup>th</sup> day of November, 1943 from Hindusthan Co-operative Insurance Society Ltd. and thereafter Moghi Bai sold the said property to



  
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Smt. Sarkar Bai by a Sale deed dated 26<sup>th</sup> day of November, 1943 and thereafter the said Smt. Sarkar Bai sold the aforesaid land free from encumbrance to Hari Singh and Fowzdar Singh by a Deed of Sale dated 28<sup>th</sup> day of April, 1948, and since then the said Hari Singh and Fowzdar Singh were in exclusive khas possession of the same as absolute owners thereof.

AND WHEREAS by an Indenture of Sale dated 20<sup>th</sup> day of August, 1964 registered before the Registering Officer at Calcutta and recorded in Book No. 1, Being No. 5812, for the year 1954 the said Hari Singh and Fowzdar Singh jointly mentioned therein as Vendors sold and transferred all that piece or parcel of land measuring 3 Cottahs 6 chittacks and 42 Sq.ft. lying at and being then a portion of Premises No. 51, Tollygunge Circular Road, then within South Suburban Municipality, lying in Mouza - Punja Shapur, being a portion of Dag No. 447 of Khatian No. 543, R.S.No. 180, being the Plot No. 63 of Hindusthan Co-operative Insurance Society Ltd., the particular of such property morefully butted, bounded, known, numbered and distinguished and clearly written in the Schedule thereto in favour of one Smt. Prativa Ghosh, mentioned therein as Purchaser.

AND WHEREAS after such purchase the said Smt. Prativa Ghosh mutated her name in respect of her purchased property before then South Suburban Municipality and the said property then known as 27, Hari Das Dawn Road, Police Station - Behala, District - 24 Parganas, now within The Kolkata Municipal Corporation, within Ward No. 117, Kolkata - 700034 was paying municipal taxes regularly and constructed a two storied building and also inducted some tenants was paying municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS the said Smt. Prativa Ghosh during her life time and until her death was enjoying all that land and two storied building situated at 27,



Hari Das Dawn Road, Police Station - Behala, Kolkata - 700053 wherein she inducted the tenants namely Mrs. Dolly Chowdhury who was/is in possession of 500 Sq.ft. covered area at current monthly rental of Rs. 1050/- and Mr. Ashit Chowdhury who was/is in possession of 400 Sq.ft. covered area at current monthly rental of Rs. 900/- and Mrs. Bimala Kapoor who was/is in possession of 1000 Sq.ft. covered area at current monthly rental of Rs. 1400/- and Mr. Kartick Chandra Sarkar who was/is in possession of garage space at current monthly rental of Rs. 800/- and Smt. Prativa Ghosh was collecting rents from them regularly at the prevalent rate at that time during her life time and the said Smt. Prativa Ghosh was in possession of a two bed room flat measuring 500 sq.ft. be a little more or less in her occupation and was enjoying the same free from all encumbrances, liens and attachments whatsoever.

**AND WHEREAS** the said Smt. Prativa Ghosh, who was a Hindu, governed by the 'Dayabhaga' or Bengal School of Hindu Law, died intestate on 13.7.1992 leaving behind surviving her husband Nirod Gopal Ghosh and only son Dr. Deba Prasad Ghosh as her only legal heirs and successors and the said Nirod Gopal Ghosh died intestate on 31.7.1994 leaving behind him surviving his only son Dr. Deba Prasad Ghosh as his only legal heir and successor.

**AND WHEREAS** by law of inheritance and Indian Succession Act. the present Vendor Dr. Deba Prasad Ghosh now seized and possessed of and otherwise well and sufficiently entitled to all that land and building situated at 27, Hari Das Dawn Road, Police Station - Behala, Kolkata - 700 053, the particular of such land and premises morefully described in the Schedule hereunder written, collecting rents from his tenants and now enjoying the same free from all encumbrances.



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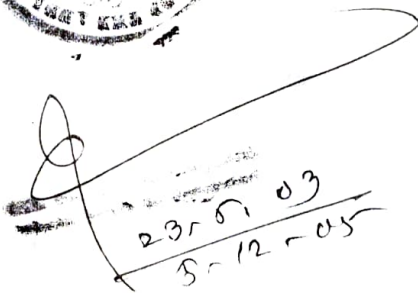


**AND WHEREAS** the present purchasers are a tenant under the aforesaid Dr. Deba Prasad Ghosh in the ground floor in respect of one garage space of the said premises and is paying rent regularly

**AND WHEREAS** the present Vendor decided to sale all that piece or parcel of land and building situated at Premises No. 27, Hari Das Dawn Road, Police Station - Behala , Calcutta- 700 053, the particular of such Premises is morefully described in the **SCHEDULE** hereunder written along with all easement and appurtenant thereto and the present Purchasers agrees to purchase such property , hereinafter for the sake of brevity referred to as '**the said Premises** ', the particular of such land and building with premises is more clearly shown and delineated in the map/plan annexed hereto and marked with border '**RED**' at or for a total consideration of Rs. 6,00,000.00 (Rupees Six Lacs ) only which is the actual market price.

**NOW THIS INDENTURE WITNESSETH** that in pursuance to the same t and in consideration of the sum of Rs 6,00,000.00 (Rupees Six lacs) only of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor in the manner stated in the memo of consideration appended below (the receipt whereof the Vendor do hereby admit and acknowledge and from the payment of the same and every part thereof forever discharge the Purchasers ) the Vendor do hereby grant, sell, transfer, convey , assign, and assure unto the Purchasers **ALL THAT** piece or parcel of land measuring 3 Cottahs 6 chittacks and 42 Sq.ft along with two storied building in Premises No. 27, Hari Das Dawn Road, Police Station - Behala , Calcutta- 700 053, being the entirety of such land and building morefully described in the **SCHEDULE** hereunder as delineated in the map/plan annexed hereto and therein colour in **RED** **TO HAVE AND TO HOLD** the same absolutely in the manner aforesaid forever free from all encumbrances, charges, trusts, liens, claims,



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mortgages, debts, lispendents, requisitions, acquisitions, liabilities and demands whatsoever of the property thus purchased by the Purchasers particularly described in the **SCHEDULE** hereunder written and the Purchasers shall have the right to own, use, and occupy and enjoy absolutely and forever the said premises exclusively for himself and his heirs, executors, administrators, representatives and assigns **TOGETHER WITH ALL** benefits and advantages of ancient and other light, rights, liberties, easement, privileges, appendages and appurtenances whatsoever to the said premises and/or any part thereof belonging or otherwise appertaining to or with the same or any part thereof and all the reversion and reversions remainder and remainders and rents issues and profits thereof and every part thereof **AND FURTHER THAT** the Vendor do hereby and hereunder nominate, constitute and appoint the Purchasers as their attorney to collect rents from the aforesaid tenants, to give notice or notices to any tenant or tenants, to quit and vacate or to abate any nuisance or to remedy a breach of covenant or contract or for any other purpose or purposes whatsoever

**AND FURTHER THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :**

- a) **NOTWITHSTANDING** anything hereto done or referred to the contrary the Vendor have got an absolute right title and authorities to convey the said piece or parcel of land with two storied building as described in the **SCHEDULE** hereunder written with all rights, privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that the Vendor have not done or knowingly suffered anything whereby the said property may be encumbered affected or impeached in estate title or otherwise.



- b) **That** there are no encumbrances, charges trusts, liens, attachments or demands whatsoever done by the Vendor now subsisting on the property and that the same is not the subject matter of any litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- c) **That** the Purchasers shall henceforth peaceably and quietly hold possess and enjoy the rents, issues and profits derivable from and out of the said property without any hindrance, interruption or disturbance from any other person or persons claiming through or under in trust for the Vendor without any let, hindrance, interruption or disturbances by any person or persons whomsoever.
- d) **That** the Vendor shall at all time do and execute at the costs and expenses of the Purchasers all such further acts, deeds, matters, things and assurances as may be reasonably required by the Purchasers for better and further effectuating and assuring the conveyance hereby made the title to the Purchasers of the property hereby sold and conveyed.

#### **SCHEDULE OF THE PROPERTY AS REFERRED TO**

**ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 6 (six) Chittacks and 42 (fortytwo) Sq.ft. be the same a little more or less being a portion of Dag No. 447 of Khatian No. 543 , R.S. No. 180, being formerly the Plot No. 63 of Hindusthan Co-operative Insurance Society Ltd. , being formerly a portion of Premises No. 51, Tollygunge Circular Road, formerly within South Suburban Municipality, lying in Mouza - Punja Shapur, Sub-Registry office at Behala, at present within The Kolkata Municipal Corporation, within the Ward No.117, now known, numbered, distinguished, called as Municipal Premises No. 27, Hari Das Dawn Road, Police Station - Behala, Kolkata - 700 053, in the District - South 24 Parganas having a



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super built up area of 1200 sq.ft. in the Ground Floor and a super built up area of 1400 sq.ft. in the First Floor aggregating to a total super built up area of 2600 sq.ft. be the same a little more or less. The said premises is more clearly shown and delineated in the map/plan annexed hereto and marked with border "RED". The said Premises is butted and bounded in the manner following :-

ON THE NORTH : by the Premises No. 3, Hari Das Dawn Road

ON THE SOUTH : by Kolkata Municipal Corporation Road

ON THE EAST : by Premises No. 4, Shyama Charan Sinthi Road

ON THE WEST : by Kolkata Municipal Corporation Road

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

**SIGNED AND DELIVERED**

By the **VENDOR**

In presence of:

*Bimal Bose*  
 (BIMAL BOSE)  
 40F Park Behari Avenue  
 Kolkata 26.

*Deba Prasad Ghosh*

**SIGNED AND DELIVERED**

By the **PURCHASERS**

In presence of:

*Balaram Sarkar*  
 28/1 Rajbehari Rd  
 Kolkata-74

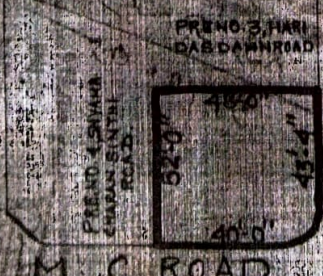
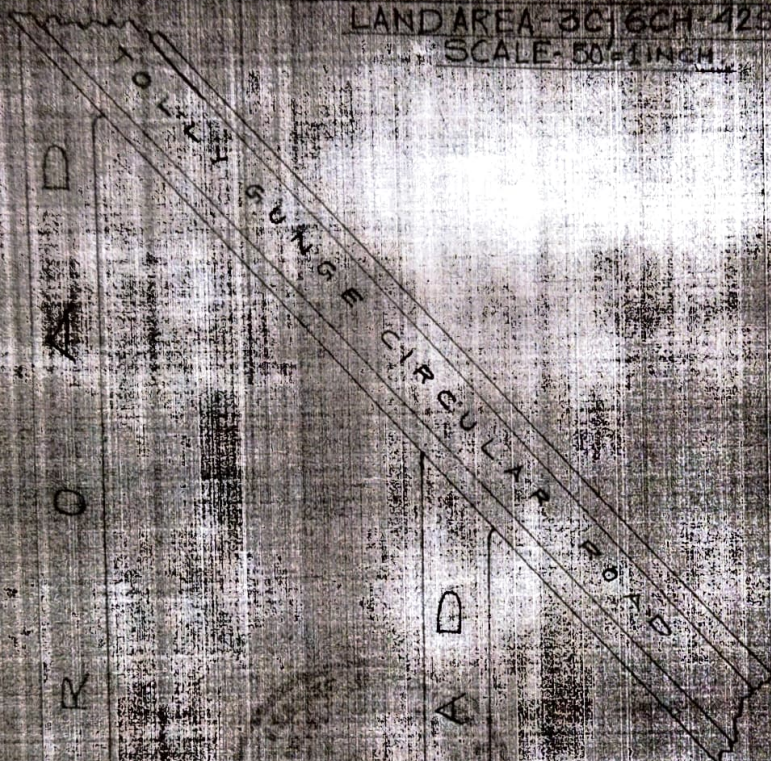
*Pratip Kumar Sarkar*



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23.5.09  
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SITE PLAN SHOWING PORTION OF DAG  
 ANNO. 543, IN MOUZA PUNTA SHAPUR  
 PREMISES NO. 27, HARIDAS DAWN ROAD  
 WARD NO. 17, P.S. BEHALA KOLKATA 700053  
 LAND AREA - 30.6 CH. 42 SPT.  
 SCALE - 50'-1 INCH.



*Debarprasad Ghosh*  
*27/3, M. M. Road*  
*para Dip. K. M. S. Road*

*DAVID*



~~23, 5, 13~~  
~~5, 12, 05~~

Book No. 593  
Volume No. 158  
Pages 139  
Serial No. 2000  
Per the Year

*One Plan folder*

~~2-1-13~~  
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**MEMO OF CONSIDERATION**

Pay by pay order NO. 455266. Dated. 20.05.03  
Drawn on UCO BANK. New Alipore Branch.

Rs 6,00,000 = 00  

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Rs. 6,00,000 = 00  

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( Rupees Six lacs ) only

*Debabrasin Ghosh*

**IN PRESENCE OF :**

*Pradip Roy*  
92. New Tolly Gunge.  
Kod-93.

*Manab Kundu*  
(BIMAL BOSE)  
40 F Rank Behari Avenue  
Kolkata 76.

**DRAFTED BY :**  
*Manab Kundu.*  
**MANAB KUNDU**

**Advocate**  
Alipore Civil & Criminal court,  
Kolkata - 700 027.

**TYPED BY :**  
*Malay Roy Chowdhury*  
**KHELAGHAR**  
18, Moore Avenue,  
Kolkata - 700 040.

2-12-05

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28.5.03

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