

C4293/09

283331

STAMP DEPARTMENT
CALCUTTA COLLECTORATE

Adj. Case No. 2 of 2007-08
Adjudication Fee Rs. 5/ (Five) Paid
Under Section 31 of I. S. Act. 1898

land deed

By order of
Collector
Calcutta
23.5.07

FC

Stamp Register of Encumbrances
Calcutta
20.4.07

Under Section 32 Adj. Case No. 2 of 2007-08

Certified that the full Stamp duty of Rs. 10/- to the
instrument under the Indian Stamp Act, amounting
Rs. 60/- (Sixty Rupees) has been paid in stamp
under Chapter 1 of the Act dated 16/4/07



A - 10989 -
E - 7 -
10996 -

Calcutta Collectorate,
Addl. Collector of Stamp Revenue
Calcutta
16/4/07

THIS INDENTURE made this 20th day of April Two Thousand Seven
BETWEEN SREE SREE THAKUR MADHUSUDAN JEW SEBAITH being represented
by its sole managing Sebaith SMT BITHIKA BASU wife of Late Bijon Kumar Basu
having its office at 34/A Nayan Chand Dutta Street, Kolkata - 700006 hereinafter
referred to as the hereinafter referred to as the "VENDOR" (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 / or assigns) of
the ONE PART:

AND

M/S BHULIA PROPERTIES a proprietorship firm being represented by its sole
proprietress SMT SUSHMITA DAS MAJUMDAR wife of Sri Subhasish Das Majumdar
having its place of business at 16D, Jadu Mitra Lane, Kolkata - 700004 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, administrator, legal representatives and/or assigns) of the OTHER PART:



R.B REALTORS
Bijon

C4293/09

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STAMP DEPARTMENT
CALCUTTA COLLECTORATE

Adj. Case No. 2 of 2007-08
Adjudication Fee Rs. 5/ (Five) Paid
Under Section 31 of I. S. Act. 1898

Stamp duty
Act. 1898
Regal
23.50

Under Section 32 Adj. Case No. 2 of 2007-08

Certified that the full Stamp duty of Rs. 5/- on the instrument under the Indian Stamp Act, amounting to Rs. 5/- (Five) has been paid in stamps under Chapter 31 of I. S. Act. 1898 dated 17.4.07

Stamp Department of Government of West Bengal

20-4-07



A-10989-
E-7-
10976-

Calcutta Collectorate,
The Addl. Collector of Stamp Revenue
Calcutta

Ghanda
16/4/07

16/4/07

THIS INDENTURE made this 20th day of APRIL Two Thousand Seven BETWEEN SREE SREE THAKUR MADHUSUDAN JEW SEBAITH being represented by its sole managing Sebaith SMT BITHIKA BASU wife of Late Bijon Kumar Basu having its office at 34/A Nayan Chand Dutta Street, Kolkata - 700006 hereinafter referred to as the hereinafter referred to as the "VENDOR" (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 / or assigns) of the ONE PART.

AND

M/S BHULIA PROPERTIES a proprietorship firm being represented by its sole proprietress SMT SUSHMITA DAS MAJUMDAR wife of Sri Subhasish Das Majumdar having its place of business at 16D, Jadu Mitra Lane, Kolkata - 700004 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, administrator, legal representatives and/or assigns) of the OTHER PART:

Bithika Basu



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[Signature]

WHEREAS one Sri Kashinath Bose had established a trust in the name SREE SREE THAKUR MADHUSUDAN JEW SEBAITH hereinafter for the sake of brevity referred to as the "said Deities" and on 19th June 1918, a Deed of Settlement was registered whereby Sri Priyolal Basu was appointed the sole Shebait of the family deities and after his death Shibananda Basu was appointed the sole Trustee and because of his incapability due to old age ailments Dayananda Basu and Bhabananda Basu had been acting as Shebaites and after the death of Dayananda Basu and Bhabananda Basu, Sri Bijon Kumar Basu son of Late Bhabananda Basu became the sole Shebait of the Debuttar Estates situated at 34A and 34C Nayan Chand Dutta Street Kolkata more particularly described in the SCHEDULE written hereunder and both the premises taken together is hereinafter for the sake of brevity referred to as the "said Premises".

AND WHEREAS while performing the functions as the sole Shebait of the "said Deities" with severe financial stringency the said Sri Bijon Kumar Basu since deceased had applied before the Ld. Chief Judge City Civil Court Calcutta recorded as Misc. Case No.2715 of 2006 for permission of the Ld. Court of the Ld. Court to sell, transfer, assign and assure the "said Premises" so that the proper seva puja of the "said deities" could be performed and an Agreement for Sale was entered into by and between the parties herein pending decision of the Ld. Court under certain terms and conditions referred to therein and at a consideration of Rs.10,00,000/-(Rupees Ten Lacs) only and on certain other terms, conditions therein mentioned to and the said consideration was settled as the major portion of the "said Premises" are left out to various tenants.

AND WHEREAS the Vendor desired to accept the said sum of Rs.10,00,000/-(Rupees Ten Lacs) only instead of flat.

AND WHEREAS during pendency of the said Misc Case the said Sri Bijon Kumar Basu died on 04.1.2007 leaving behind him surviving his widow Smt. Bithika Basu being the Vendor herein as sole Shebait and/or the sole legal heiress to the estate of the deities as aforesaid.

AND WHEREAS upon death of Sri Bijon Kumar Basu his wife Smt. Bithika Basu had filed an application before the Ld. Court to be substituted in the aforesaid Misc. Case in place and stead of Sri Bijon Kumar Basu since deceased.



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 Partner: A ut Sign

AND WHEREAS upon hearing the matter the Ld. Court was pleased to direct the Applicant to publish the said matter in the daily newspaper inviting objection if any to the transfer of the "said Premises" and the said advertisement Dated 04.01.2007 in the daily newspaper which reads as follows: -

Legal Notice

In the City Civil Court at Calcutta
Before the Learned Chief Judge

Misc. Case No.2715 of 2006

Sri Bijon Kumar Basupetitioner

This is to inform that Sri Bijon Kumar Basu son of Late Bhabananda Basu of 34/A, Nayan Chand Dutta Street, P.S Burtolla, Kolkata - 700006 on 13.09.2006 has applied before the Learned Chief Judge, City Civil Court at Calcutta for sale of Debutter situated at, Premises No.34C, and 34A, Nayan Chand Dutta Street, Kolkata - 700006 at a consideration of RS.10,00,000/-(Rupees Ten Thousands) only in favour of Smt. Sushmita Das Majumdar.

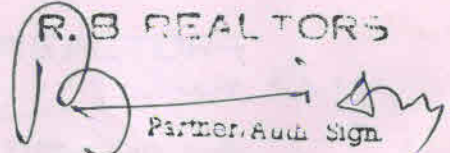
Now it is informed to all person concerned that if any one has any objection against the said case, he/she/they personally or through representative can file objection at 10.30a.m within 19.01.2007 otherwise the said case would be heard and disposed of exparte.

Boundary

ON THE NORTH : 8, Beadon Row.
ON THE SOUTH : Nayan Chand Dutta Street.
ON THE EAST : 34E and 32/5, Nayan Chand Dutta Street.
ON THE WEST : 35 and 36, Nayan Chand Dutta Street.

By order-
Prasanta Sengupta
Superindent
City Civil Court, Kolkata



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But no objection was raised by anybody or that the Court didn't receive any objection to the transfer of the "said Premises".

AND WHEREAS upon being satisfied on perusal of the papers and documents relating to the trust property as also being confirmed through the newspaper advertisement the Ld. Court passed the following order: -

..... The instant misc. case u/s 34 of the Indian Trust Act, 1882 is called on and taken up for hearing in presence of the Ld. Lawyer appearing for the petitioner. Examined Sri Bimal Dey. The documents viz: power of attorney, Arpannama deed dated 8.12.1941, tax bills, statement of accounts, agreement for sale, etc. are marked exts. 1,2,3,3/a,4 and 5 as per list.

Now, as per oral submission of the Ld. Lawyer appearing for the petitioner, the case is closed. Heard argument.

The instant misc. case u/s 34 of the Indian Trust Act, 1882 was originally filed by one Sri Bijon Kumar Basu praying for obtaining permission to sell out the scheduled property and to deposit the sale proceeds with any nationalized Bank. In this context, it may be pertinent to point out that original applicant Bijan Kumar Basu, during pendency of the case, died on 04.1.2007 and in his place his only legal heir widow wife Bithika Basu has been substituted.

Petitioner's case, in short, is that one Bhabananda Basu was the absolute owner of the premises no. 34C, Nayan Chand Dutta Street under Burtolla P.S., Calcutta - 6 with old dilapidated building standing thereupon. Said Bhabananda Basu during his lifetime dedicated the said property to deity Sree Sree Thakur Madhusudan Jew by virtue of a registered indenture of settlement-dated 26.9.1966. It was inter alia stipulated in the body of the indenture of settlement that from the rental income of the scheduled property the Corporation tax and maintenance as well as repair of the scheduled property would be looked after and thereafter from the surplus amount Deb Saha would be performed and thereafter if there be any further surplus the same would be utilized for the maintenance of the premises as also for Kali Puja purpose. Apart from the premises indicated above, premises no. 34-A, Nayan Chand Dutta Street was also dedicated to the said deity Sree Sree Thakur Madhusudan Jew and the said petitioner Bijon Kumar Basu was the sebaite of the deity. Both the premises are situated side by side and occupied fully by tenants. The income of the estate of the deity i.e. the rent collected from the scheduled property is only Rs.3500/- p.m and out of the said income

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the petitioner is to pay all Municipal taxes and also to meet the day to day expenses for maintenance of the property as well as for other purposes, including daily Seba Puja. In view of the aforesaid circumstances, it has become very much difficult to maintain the scheduled property and to perform daily seba puja of the deity as also to discharge all other duties, as cited in the body of the indenture of settlement dated 26.9.66. in this context, it may be added that the condition of the building being dilapidated one, it has become a burden on the part of the petitioner to retain the property any further. Further case of the petitioner is that considering the existing circumstances of the scheduled property, the petitioner has decided to sell out the same to one Smt. Sushmita Das Majumdar, a devotee and a pious lady who has agreed to purchase the scheduled property (measuring 20 kottahs in all) with the existing other tenants at a consideration of Rs. 10 lacs. The petitioner giving due consideration to the aforesaid price, has entered into an agreement with Sushmita Das Majumdar for sale of the scheduled property. Hence, this case with the prayer mentioned at the very outset.

It would be transparent from the materials on record that the petitioner Bithika Basu with a view to proving her case examined her appointed attorney viz: Sri Bimal Dey and also has furnished the evidence in chief on affidavit submitted by said Bimal Dey. That apart, petitioner has filed and relied upon certain documents viz: power of attorney, Arpanama deed dated 8.12.1041, tax bills Statement of accounts which have been marked exts. 1,2,3,3/a,4 and 5. Further, in this context, it could be detected that necessary court citation and newspaper publication have been duly made for and on behalf of the petitioner, but nevertheless none has come forward of the petitioner, but nevertheless none has come forward to raise any objection in the matter of grant of permission, as sought for. Further, in this context, it may be made clear that the present petitioner Bithiak Basu being an old lady, who is suffering from ailments, has empowered one Bimal Dey to depose and look after instant case.

Taking the aforesaid circumstances into my conscious judicious consideration of the oral and documentary evidence adduced from the end of the petitioner, I am of the view that the petitioner has been able to establish and prove her case to the satisfaction of this court and as such she is entitled to the relief, as sought for.

In the result, the instant misc. case succeeds.

C.F. paid is correct. Hence, it is,

Ordered



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that the application u/s34 of the Indian Trusts Act, 1882 be allowed exparte. The petitioner do get a permission to sell out the scheduled property (being premises no. 34C and 34A Nayan Chand Dutta Street, Calcutta – 6) to Smt. Sushmita Das Majumdar at a consideration of Rs.10 lacs with direction to deposit the entire sale proceed with any nationalized Bank at an earliest opportunity. The petitioner is further directed to purchase a new property with the deposited money for the Seba Puja to fulfill the condition relating to observance of Seba Puja, as laid down in the body of the Arpanama deed dated 8.12.1941(ext.2). The petitioner is also directed to furnish documents showing deposit of the consideration money with any nationalized Bank as also the document for purchase of the new property."

AND WHEREAS for reason as aforesaid the Vendor herein has got absolute right and full authority to sell, transfer, assign and assure the "said Premises" to the Purchaser herein subject to the provisions referred to in the said order.

AND WHEREAS in terms of the courts order the Vendor is under obligation to keep the sale proceeds deposited with any nationalized bank for purchasing a new property in the name of the deities.

AND WHEREAS the Vendor has duly declared, confirmed and assured that she will duly follow and observe the Ld. Court's order strictly.

AND WHEREAS the Purchaser also has duly confirmed and assured that in terms of the Ld. Court's order as also as per provision of the aforesaid Agreement for Sale the Purchaser would follow the terms and conditions in toe-toe.

AND WHEREAS the Vendor has declared, confirmed and assured that there is no impediment legal or otherwise to sell, transfer, assign and assure the "said Premises" and no material facts have been suppressed by any means OR THAT there is no defect in title either latent or patent thereof which may cause or jeopardize the interest of the Purchaser or her nominee/nominees/transferees.

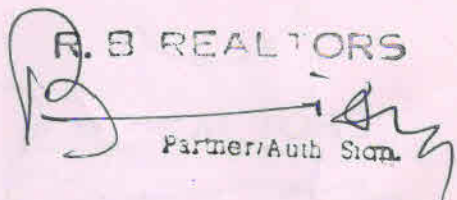
AND WHEREAS on or before execution of this indenture the Purchaser has paid the entire sum of Rs.10,00,000/-(Rupees Ten Lacs) only being the full consideration setforth in the Agreement for Sale and confirmed by the Ld. Chief Judge City Civil Court, Calcutta.

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AND WHEREAS the Purchaser has requested to execute and register the Deed of Conveyance in respect of the "said Premises".

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement and in consideration of a sum of Rs. 10,00,000/- (Rupees Ten Lacs) only well and truly paid by the Purchaser to the Vendor as per Memo of Consideration written hereunder the receipt whereof the full of the price for the absolute sale of the "said Premises" described in the SCHEDULE hereunder written, the Vendor do hereby as also by the Memo of Consideration written hereunder admit and acknowledge the same and every part thereof and do hereby quit, release and forever discharge the Purchaser as well as the "said Premises" hereditaments and every part thereof the Vendor do hereby grant, convey, transfer, assure, assign and confirm unto the Purchaser ALL THAT piece and parcel of lands thereunto belonging, containing an area of 12 Cottahs and 8 Cottahs respectively more or less TOGETHER WITH structures standing on part thereof, at the "said Premises" TOGETHER WITH the tenants and occupiers lying therein details of whom are particularly described in the TENANTS' SCHEDULE or HOWSOEVER OTHERWISE now are or is or herein before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all other rights, liberties, privileges, easements, appendages and appurtenance whatsoever of "said premises" belonging or any way appertaining to or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND all the right title interest property claim or demand whatsoever of the Vendor into or upon "said premises" hereinbefore granted and conveyed or otherwise expressed to or intended so to be and every part thereof TO HAVE TO HOLD that "said Premises" hereby granted and conveyed or otherwise expressed or intended so to be unto and to the use of the Purchaser absolutely and forever AND the Vendor do hereby covenant with the Purchaser that notwithstanding any act deed matter or things made by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully and rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to "said Premises" hitherto before granted and conveyed or otherwise expressed or intended so to be and every part thereof for an absolute estate or inheritance in possession or an estate equivalent thereto without any manner or condition, use or trust or encumbrances charges or other things whatsoever to alter, defeat, encumber and make void the same AND THAT notwithstanding any such acts, deeds, matters and things whatsoever as aforesaid the Vendor now has herself good right full power and absolute authority to grant, transfer, sell, convey, assure and assign "said Premises" and every part thereof free from all encumbrances charges and equities unto and to the use of the Purchaser in manner aforesaid AND THAT THE


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Purchaser may at all times hereinafter peaceably and quietly possess, use and enjoy "said Premises" and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons having or lawful equitably claiming any estate or interest in the "said premises" from under or in trust for them the Vendor AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest in "said Premises" from under or in trust for them AND FURTHER THAT the Vendor and all person or persons having lawfully or equitably claiming any estate or interest in the "said Premises" or any part thereof from under or in trust for the Vendor shall and will from time to time and all times hereinafter at the request and cost of the Purchaser do and execute and cause to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the "said Premises" and every part thereof unto and to the Purchaser in manner as shall and may be reasonably required AND the Vendor further covenant with the Purchaser that the Purchaser will have absolute right including right to lay sewer pipes drain water pipes gas pipes cables or overhead lines for electricity telephone etc. beneath or overhead as the case may be through the common passage AND the Vendor further covenant with the Purchaser that they would keep the Purchaser harmless and indemnified from or against all encumbrances and charges whatsoever and that the Vendor has delivered the "said premises" to the Purchaser as described in the SCHEDULE written hereunder together with original documents of title in respect of the "said Premises".

SCHEDULE OF THE "SAID PREMISES" ABOVE REFERRED TO

ALL THAT the brick built two buildings with all that piece and parcel of Revenue Free Land or ground thereunto belonging or on part whereof the same is erected or built containing by estimation of 12 Cottahs and 8 Cottahs of premises Nos. 34/C and 34/A, Nayan Chand Dutta Street, Kolkata - 700006 respectively be the same a little more or less situate lying at and being divided western portion of Premises Nos. 34/C and 34/A, Nayan Chand Dutta Street, Kolkata - 700006, under Police Station - Burtolla, within Ward No. -17, within the limits of the Kolkata Municipal Corporation butted and bounded by:

ON THE NORTH : 8, Beadon Row.
 ON THE SOUTH : Nayan Chand Dutta Street.
 ON THE EAST : 34E and 32/5, Nayan Chand Dutta Street.
 ON THE WEST : 35 and 36, Nayan Chand Dutta Street.


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"TENANTS SCHEDULE" ABOVE REFERRED TO

Name of the Tenants/Occupiers	Amount of rent
1. Rina Dhar	Rs. 90/-
2. Madhab Das	Rs. 25/-
3. Amarendra Nath Das	Rs. 65/-
4. Sumanta Debnath & Brothers.	Rs. 90/-
5. Annapurna Ghosh	Rs. 400/-
6. Nalini Prakash Das	Rs. 235/-
7. Sarad Doshi	Rs. 700/-
8. Padma Paul	Rs. 200/-
9. Rina Saha	Rs. 250/-

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, Sealed & Delivered

by the VENDOR at Kolkata

in the presence of ;

Ms Chatterjee
Partner
Calcutta

Ranjit Chandra
Advocate
Small Cause Court
Bh. Aban
Ld 3 K. S. (in Roar Kel.)

Signed, Sealed & Delivered

by the PURCHASER at Kolkata

in the presence of ;

Susmita Das Mozumdar

Bhika Basu

(VENDOR)
















Susmita Das Mozumdar

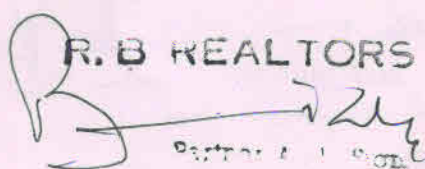
(PURCHASER)

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Partner/ Auth. Sign

SPECIMEN FORM FOR TEN FINGERPRINTS

	Sushmita Das Mondal							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	Bibha Basu							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
PHOTO								
	Little	Ring	Middle	Fore	Thumb			
	(Left Hand)							
	Thumb	Fore	Middle	Ring	Little			
	(Right Hand)							
PHOTO								
	Little	Ring	Middle	Fore	Thumb			
	(Left Hand)							
	Thumb	Fore	Middle	Ring	Little			
	(Right Hand)							

R. B REALTORS

 Partner & Proprietor

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2007

DATED THIS THE 20 DAY OF APRIL 2007

DEED OF CONVEANCE

BETWEEN



SREE SREE THAKUR MADHUSUDAN JEW
SEBAITH ITS SEBAITH SMT. BITHKA BASU
.....VENDOR

Handwritten signature
~~16-5-07~~
16-5-07

AND

SMT. SUSHMITA DAS MAJUMDAR
.....PURCHASER



Handwritten signature
~~16-5-07~~
16-5-07

SRI RANAJIT CHOWDHURY, ADVOCATE
SMALL CAUSES COURT BAR ASSOCIATION
2 & 3 K.S.ROY ROAD
KOLKATA - 700 001

R. S. REALTORS
Handwritten signature
.....Auth Sign