

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

034944

# DEED OF CONVEYANCE

(Valued at Rs.22,50,000/-)

THIS INDENTURE is made on this the day of February,

2007.

BETWEEN

"M.C. JADWET & RASOOLBIBI TRUST", having it's principal office at Tower House, Aberdeen Bazar, Port Blair and Kolkata Office at 89,

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পশ্চিমবঙর্গ पश्चिम बंगाल WEST BENGAL

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Shakespeare Sarani, Kolkata -17(formerly at 67, Canning Street, Kolkata) represented by the Settler Trustee namely (1) CASSIM MOHAMMED JADWET, son of Late Mohammed Jadwet, aged about 89 yrs, by religion Islam, by occupation business, residing at 89, Shakespeare Sarari, within Police Station: Beniapukur, Kolkata - 700 017 and (2) HASHIM MOHAMMED JADWET, son of Late Mohammed Jadwet, aged about 87 yrs, by religion Islam, by occupation business, permanent resident of 26A, Camac Street, Kolkata - 700 016 at present residing at Marine Hill, Port Blair, South Andaman - 744101 represented by his Constituted ATTORNIES namely (1) MD. CASSIM JADWET, aged about 58 yrs and/or (2) ISMAIL JADWET aged about 52 yrs. all are sons of Cassim Mohammed Jadwet that any one of the Attorney shall sign on his behalf (nephew as well as Trustee), (as per the minutes of the meeting of the trustees held on 2nd day of January, 2007 at 11. A.M. at it's principal office at Tower House, Aberdeen, Port Blair), hereinafter jointly called and referred to as the "V E N D O R" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's respective trustees, heirs, successors, successor-in-office, legal representatives and assigns) of the 'ONE PART'

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## পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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permanent resident of 26A, Camac Street, Kolkata – 700 016 at present residing at MerintHill, Port Blair, South Andaman – 744101 represented by his Constituted ATTORNIES namely (1) MD. CASSIM JADWET, aged and/or GULAM HUSSAIN CASSIM JADWET, aged about 58 yrs and/or (2) ISMAIL JADWET aged about 52 yrs. All are sons of Cassim Mohammed Jadwet that any one of the Attorney shall sign on his behalf (nephew as well as Trustee), (as per the minutes of the meeting of the trustees held on 2nd day of January, 2007 at 11. A.M. at it's principal office at Tower House, Aberdeen, Port Blair), hereinafter jointly called and referred to as the "V E N D O R" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's respective trustees, heirs, successors, successor-in-office, legal representatives and assigns) of the 'ONE PART'

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#### AND

1) MD. QAMRUDDIN son of Late Md. Nizamuddin, aged about 49 yrs, by religion Islam, by occupation business, residing at 138/D, Karaya Road, Kolkata – 700 017 and (2) MD. SOHRAB ALI son of Md. Sher Ali, aged about 45 yrs, by religion Islam, by occupation business, residing at Rahmat Nagar, P.O. Burnpur, Dist: Burdwan, hereinafter jointly called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, nominees and assigns) of the 'OTHER PART'

WHEREAS one Radha Nath Roy and his brothers Kanailal Roy and Balailal Roy were the joint owners of amongst various other properties the land hereditaments and premises No. 90, Garden Reach Road, Khidderpore, within the limits of the Municipal Corporation of Kolkata.

AND WHEREAS sometime in the year 1947 they amicably divided and partitioned their said joint properties including the said premises No.

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90, Garden Reach Road amongst themselves and on the basis of such partition inter-alia the said land hereditaments and premises No. 90, Garden Reach Road was allotted to and taken by the said Radha Nath Roy in severally absolutely as for his share in the joint properties.

an Agreement made between them and dated the 30<sup>th</sup> day of October, 1947 mentioning therein that they took exclusive possession of their respective allotment on the 17<sup>th</sup> day of October, 1947.

AND WHEREAS subsequently by an Award dated: 31st day of August, 1953 made by Sir Ashoke K. Roy alongwith settlement of other disputes the amicable partition as recorded by the said Agreement dated 30th October, 1947 was confirmed.

AND WHEREAS since the said 17th October, 1947 unto the time of his death hereinafter recited the said Radha Nath Roy was in open exclusive uninterrupted and continuous possession and enjoyment of the said land hereditaments and premises No. 90, Garden Reach Road as the sole and

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absolute owner thereof and in the meantime applied for and got his name recorded in the Assessment Register of the Municipal Corporation of Calcutta as the sole owner of the said premises.

AND WHEREAS the said Radha Nath Roy died at Hazaribagh on 12th day of February, 1966 absolutely seized and possessed of inter-alia the said premises No. 90, Garden Reach Road, Calcutta, as the sole owner thereof.

AND WHEREAS the said Radha Nath Roy prior to his death made and published his last Will and Testament dated the 22nd day of February 1958 the then whereby he appointed his wife Smt. Annapurna Roy and the Vendom, as the Executrix and Executor thereof and also a Codicil thereto dated 21st day of September, 1964.

AND WHEREAS the said Executrix and Executor duly applied to the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction for grant to them of the Probate of the said Will and Codicil of the said Radha Nath Roy deceased and the Probate was granted to them on the 29th day of March, 1968.



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AND WHEREAS since the said 17th October, 1947 unto the time of his death hereinafter recited the said Radha Nath Roy was in open exclusive uninterrupted and continuous possession and enjoyment of the said land hereditaments and premises No. 90, Garden Reach Road as the sole and absolute owner thereof and in the meantime applied for and got his name recorded in the Assessment Register of the Municipal Corporation of Calcutta as the sole owner of the said premises.

AND WHEREAS the said Radha Nath Roy died at Hazaribagh on 12th day of February, 1966 absolutely seized and possessed of inter-alia the said premises No. 90, Garden Reach Road, Calcutta, as the sole owner thereof.

published his last Will and Testament dated the 22<sup>nd</sup> day of February 1958 whereby he appointed his wife Smt. Annapurna Roy and the Vendor, as the Executrix and Executor thereof and also a Codicil thereto dated 21<sup>st</sup> day of September, 1964.

AND WHEREAS the said Executrix and Executor duly applied to the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction for grant to them of the Probate of the said Will and Codicil of the said Radha Nath Roy deceased and the Probate was granted to them on the 29th day of March, 1968.

AND WHEREAS by the said Will the said Radha Nath Roy after providing for certain pecuniary legacies therein contained declared that the Executors should pay the income of the immoveable properties and

investments appertaining to his estate to his wife Smt. Annapurna Roy, since deceased, and the Miss. Roberts in equal shares during the term of their respective natural life and that upon the death either of them the Executors should pay the said entire income to the survivor till her death and upon the death of the survivor the residuary estate would vest in his son the Rajat Nath Roy.

AND WHEREAS the said Smt. Annapurna Roy died in February, 1974

AND WHEREAS the Vendors the then as the surviving Executrix and Executor have been administering the estate of the said Radha Nath Roy since deceased hereinafter referred to as the said estate.

AND WHEREAS the said Executrix Miss Marjorie Roberts is eighty years old and the Executor Rajat Nath Roy ordinarily lives in England and as such difficulty arises for management and protection of the property.

AND WHEREAS the Vendors, the then have with the consent and concurrence of the Confirmers decided to sell the said premises No. 90, Garden Reach Road.

AND WHEREAS the Vendors said Rajat Nath Roy & Miss Marjorie Roberts by an Agreement for Sale dated 21st February,1978 agreed to sell the said premises No. 90, Garden Reach Road, Calcutta, in one or more lots to Cassim Mohammed Jadwet or his nominees at or for the price of or a sum of Rs. 4,00,000/- (Rupees Four Lac)only which is free from all encumbrances by one or more Conveyances and have received from Cassim Mohammed Jadwet the sum of Rs.20,000/-(Rupees Twenty Thousand) only as an earnest money towards the total consideration of the said premises and the said Cassim Mohammed Jadwet has nominated the said TRUST as PURCHASER of the Northern portion of the said premises.

AND WHEREAS the other Confirmers/Beneficiaries have also consented and confirm the aforesaid Sale of the said premises No. 90, Garden Reach Road, Calcutta in two lots and agreed to join in an execute each of the two Conveyances for confirming the sale to be effected by them respectively.

AND WHEREAS by virtue of a registered Deed bearing Deed No. 4381 of 1979 which has been recorded in Book No.1, Volume No. 187, Pages: 169 to 180 at Registrar of Assurances, Calcutta and Vendor, the them become the absolute Owner of the said plot of land 90; Garden Reach Road, Northern portion of the said premises (at present renumbered and known as 90A, Garden Reach Road, within the limits of the Kolkata Municipal Corporation.

AND WHEREAS by a registered Deed of Declaration on 11th day of November, 1985 the said Cassim Mohammed Jadwet as a Settler and other Trustees made a Declaration which was duly registered at Port Blair within the territory of Union of India. It has been stated therein by inter-alia by an Indenture of Trust Deed executed between the SETTLER and TRUSTEES herein vide Indenture dated: 25th November, 1965 and registered by Sub-Registrar, Port Blair vides Book No. 4, Volume No. VIII, Pages: 171 to 189 at S. No. 3 of 66 dated: 28th January, 1966, a Trust was formed under the name and style of "M.C. JADWET AND RASOOL BIBI TRUST".

AND WHEREAS the Vendor herein intended to change the name of the Trust by a Deed of Rectification dated: 14th September, 1985 to "M.C. JADWET & RASOOL BIBI TRUST" in place of the "M.C. JADWET AND RASOOL BIBI JADWET WAQF".

AND WHEREAS the Vendors herein declare that the said property was the Trust Property of "M.C. JADWET AND RASOOL BIBI JADWET TRUST" and accordingly M.C. JADWET AND RASOOL BIBI TRUST become the absolute Owner of

Road which contains total area 1 (one) Bigha, 1 (one) Cottahs, 13 (thirteen) Chittacks and 31 (thirty-one) Sq.ft. be the same a little more or less by reason of the Deed of rectification dated: 14th September, 1985.

AND WHEREAS the Vendor desire to sell and the Purchasers intend to purchase the ½ undivided share equivalent to 10 Cottahs, 14 ½ Chittacks and 15 ½ Sq.ft. be the same a little more or less undivided, undemarcated and impartible share of the entire land with structure and sheds thereon at a total consideration of RS. 22, 50,000/-(Rupees Twenty-Two Lac and Fifty Thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement at total consideration of RS.22,50,000/-(Rupees Twenty-two Lac and Fifty Thousand) only paid by the Purchasers to the Vendor at or before execution of these presents (as details in the Memo of Consideration), the receipt where of the Vendor doth hereby admit, accept, and acknowledge the same and every part thereof acquit, release and discharge the Purchasers, their respective heirs, representative, successor-in-office and the said 1/2 undivided and undemarcated property equivalent to 10 Cottahs, 141/2 Chittacks and 151/2 Sq.ft. be the same a little more or less along-with the structure and Tin-sheds thereon the Vendor having absolute right, title and interest of their undivided and undemarcated share in the said property do hereby grant convey, transfer, sell, assign and assure unto and to the use of the Purchasers, their successor-in-office, respective heirs, executors, and legal representatives and assigns ALL THAT undivided and undemarcated share in the said property at 90A, Garden Reach Road, under P.S. Watgunj, District 24 Parganas (South) more fully described in the First Schedule hereunder written together with up to date paid Municipal Taxes HOWSOEVER OTHERWISE the same is or are heretofore was or were situated, butted, bounded, called, known, numbered, described and distinguished TOGETHERWITH all areas, paths, passages, drains, water, water-sources, water-connections, electrical connections and all manner of rights, liabilities,

privileges, easements, appurtenances, walls, boundaries, benefits and advantages of ancient and other rights whatsoever belonging or in any way appertaining in the said property along with the structure and Tin-sheds standing thereon TOGETHER WITH all the documents or right, title and interest and possession thereof exclusively relating to the said property which are now or hereafter be in custody or power of the Vendor without any action in law AND reversion and reversions, remainder or remainders, rents, issues, profits, benefits thereof and every part thereof TOGETHERWITH all estate, right, title, inheritance, use, trust, property, claim and upon the said property and every part thereof TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSEESS AND TO ENJOY the said property and every part thereof hereby granted sold, conveyed and transferred or expressed and intended so to be with their right, members and appurtenances unto and to the use of the Purchasers and their executors, administrators, representatives and assigns forever and ever freed and against all encumbrances, claims, liens etc whatsoever created or suffered by the Vendor prior to these presents FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor or from under any of their ancestors or predecessors-in-title shall and will from time to time and at all times hereafter at the cost and request of the said Purchasers, their respective heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the said Purchasers and their successors-inoffice, respective heirs, executors, administrators, representatives and assigns according to the true and meaning of this Deed as shall or may be reasonable required AND FURTHER that the Vendor and all it's respective heirs, executors and administrators shall at all times hereafter and keep indemnified the said Purchasers, their respective legal heirs, executors and administrators and

assigns against loss, damage, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinunder contain. AND the Vendor hereby covenant with the Purchasers that notwithstanding any act, deed or thing heretofore done, executed or knowingly suffered to the contrary the Vendor are now lawfully seized and possessed of the said property collectively which is free from all encumbrances, attachments or defect in title whatsoever and that the Vendor fully empowered and absolute authority to sell the said property (including1/2 undivided and undemarcated portion) in the manner whatsoever and the Purchasers shall hereafter peacefully and quietly hold, possess and enjoy the said property in Khas possession or in any manner whatsoever without any claim or demand whatsoever from the Vendor or any person/s claiming through or under them by mutating his/her/their name in the records of the Government of West Bengal as well as in the record of the Kolkata Municipal Corporation for ever. AND **FURTHER** that Vendor covenant with the Purchasers to save harmless, indemnify and keep indemnified that Purchasers from or against all encumbrances, charges, liens, trusts and equities whatsoever. The Purchasers shall effectively honour all the Agreement/s with the existing tenant/s which has been admitted and/or executed already subject to the mutual discussion with the Vendor herein.

### FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of ½ undivided, undemarcated and impartible portion of the land with structure Tin-sheds thereon containing an area 10 Cottahs, 14 ½ Chittacks and 15 ½ Sq.ft. be the same a little more or less out of total land 1 Bigha 1 Cottah 13 Chittaks and 31 Sq.ft be the same a little more or less, part of shares of undivided, impartiable and under marketed shares of the

said property, lying and situated at 90A, Garden Reach Road, Kolkata-700 023 together with all easement rights to use the common areas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 75, and premises being Assessed No.11-075-09-0001-0. which is butted and bounded on the following manner:-

ON THE NORTH: By premises No. 91, Garden Reach Road.

ON THE SOUTH: By portion of premises No. 90, Garden Reach Road.

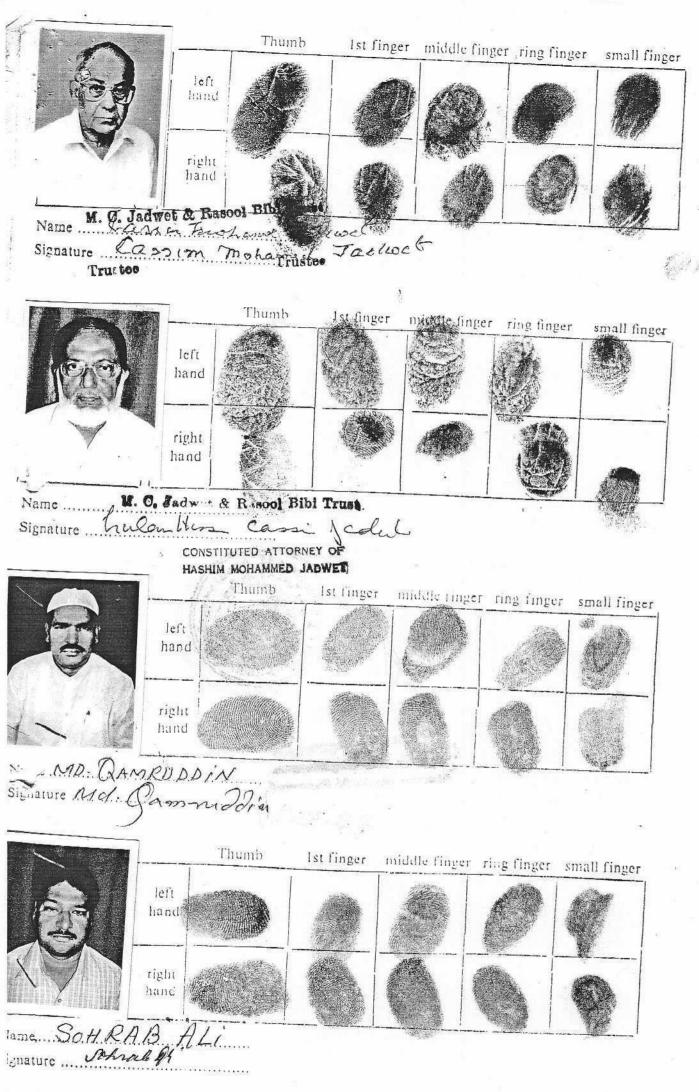
ON THE EAST : By premises No. 26/A, Watganj Street.

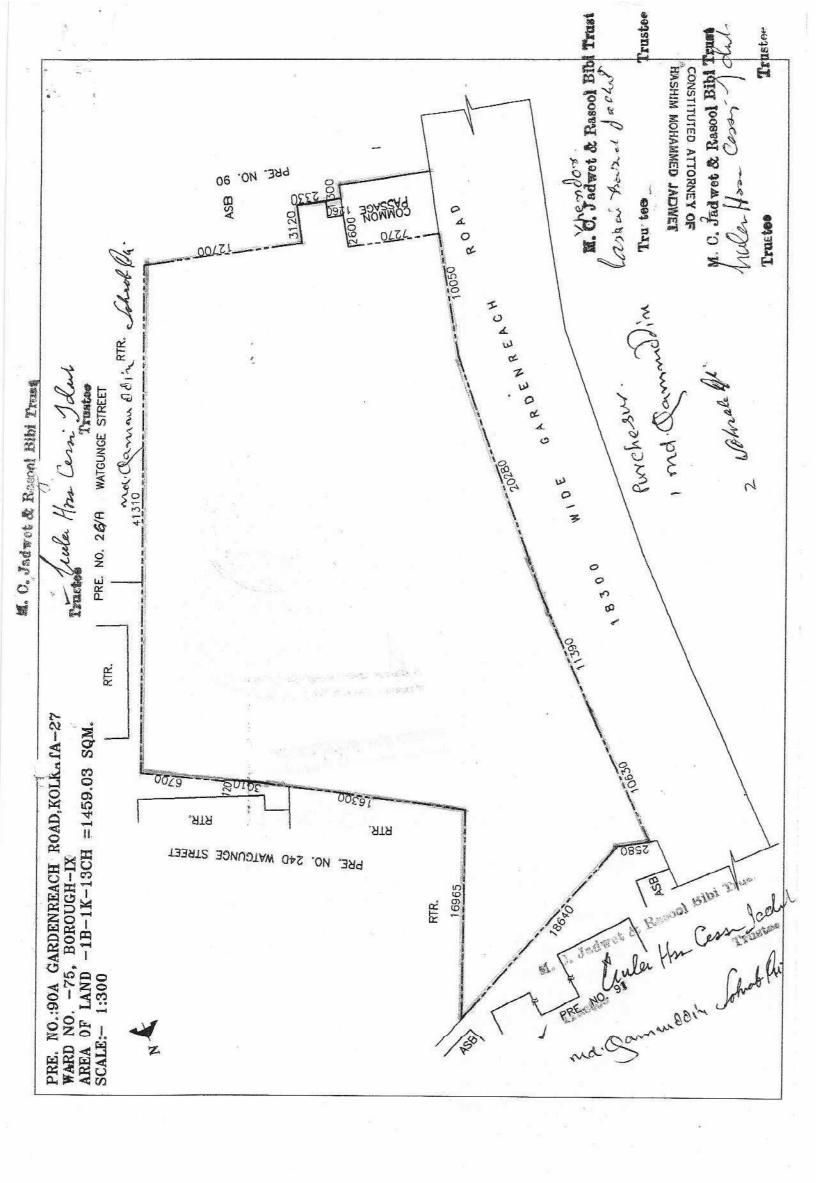
ON THE WEST : By Garden Reach Road

#### SECOND SCHEDULE REFERRED TO ABOVE

LIST OF DOCUMENTS handed over to the Purchasers by the Vendors.

- 1. Original purchase Deed bearing Deed No. 4381 of 1979.
- 2. Original Probate of the Will dated: 29.03.1068.
- 3. Original Deed of Declaration dated: 11.11.1985
- 4. Original Municipal Paid Tax Bill up to date.
- 5. Original Area Municipal Tax Payment Receipt.
- 6. Original Probate dated: 9.9.1968.
- 7. Signed copy of Arbitration proceeding dated: 31.8.1953.
- 8. Original Deed of Rectification dated: 14th September, 1985.
- 9. Original Pawer of Attorney





# Government Of West Bengal Office of the D.S.R.-II SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :I-00881 of :2009 (Serial No. 01091, 2007)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-4474600/-

Certified that the required stamp duty of this document is Rs 268506 /- and the Stamp duty paid as: Impresive Rs-135100

Name of the Registering officer: Subhendu KumarRoy Designation: DISTRICT SUB-REGISTRAR-II

#### On 13/04/2009

#### Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4 of Indian Stamp Act 1899.

#### Deficit stamp duty

`eficit stamp duty Rs 133406/- is paid, by the draft number 790464, Draft Date 08/04/2009 Bank Name STATE BANK >F INDIA, Shakespeare Sarani C, received on :13/04/2009.

#### Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees: A(1) = 24475/- on: 13/04/2009.

Name of the Registering officer :SukanyaTalukdar Designation :DISTRICT SUB-REGISTRAR-II

[SukanyaTalukdar]
DISTRICT SUB-REGISTRAR-II
OFFICE OF THE DISTRICT SUB-REGISTRAR-II OF SOUTH 24-PARGANAS
Govt. of West Bengal

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#### Government Of West Bengal Office of the D.S.R.-II SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :1-00881 of :2009 (Serial No. 01091, 2007)

#### On 23/03/2007

#### Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.00 hrs on :23/03/2007,at the Private residence by Md. Qamruddin,one of the Claimants.

#### Admission of Execution(Under Section 58)

Execution is admitted on 23/03/2007 by

1. Cassim Mohammed Jadwet, Trustee, M C Jadwet & Rasool Bibi Trust, 89, Shakespeare Sarani, Kol - 17, profession:Others

2. Md. Qamruddin, son of Late Md. Nizamuddin ,138/ D, Karaya Road Kolkata ,Thana .,Pin 700017, By caste Muslim, by Profession : Business

3. Md. Sohrab Ali, son of Md. Sher Ali ,Rahmat Nagar Burnpur Burdwan ,Thana ., By caste Muslim,by Profession :Business

Identified By Ahsan Ali, son of . High Court Thana: ., by caste Muslim, By Profession : Advocate.

#### Executed by Attorney

1. Exécution By Gulam Hussain Cassim Jadwet, son of Cassim Mohammed Jadwet , Tower House Aberdeen Port Blair ,Thana: . By caste Muslim, by Profession :Business, as the constituted attorney of 1. Hashim Mohammed Jadwet is admitted by him. Identified By Ahsan Ali, son of . High Court Thana: ., by caste Muslim, By Profession : Advocate.

> Name of the Registering officer :Subhendu KumarRoy Designation : DISTRICT SUB-REGISTRAR-II

#### On 26/03/2007

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 24739/-, E = 21/-, H = 28/-, M(b) = 4/on:26/03/2007

> Name of the Registering officer :Subhendu KumarRoy Designation : DISTRICT SUB-REGISTRAR-II

#### On 03/03/2008

Cértificate of Market Value(WB PUVI rules 1999)

[SukanyaTalukdar] DISTRICT SUB-REGISTRAR-II

OFFICE OF THE DISTRICT SUB-REGISTRAR-II OF SOUTH 24-PARGANAS Govt. of West Bengal

Page: 1 of 2

WHITTHE BOD SHEET WHITE stroom, thresh lid Parameter IN WITNESS WHEREOF the parties have set and subscribed their respective hands of the day, month and the year first above written.

Signed, Sealed and Delivered at

Kolkata by the **OWNER/VENDOR** in the presence of:

WITNESS. 1. P. chattertee 25/2, sodepun 18/ Home.

Jahangir Alam. rot.

) M. C. Jadwet & Rasool Bibi Trust Cass in freshow factal

2) M. C. Jadwet & Rascol Bibi Trush

HASHIM MOHAMMED JANUE

VENDORS

Signed, Sealed and Delivered at

Kolkata by the PURCHASERS in the presence of:

1. P. chatter Fee 25/2, Sodebun 181- Lane.

Drafted + Prepared by me at my office;

(MD. AHSAN ALI, Advocate), High Court, Calcutta.

C/o. A. ALI & ASSOCIATES.

118, Elliot Road, 1st floor,

Kolkata - 700 016.

1. Md. Jammiddin 2. Sohras fie.

**PURCHASERS** 

#### MEMO OF CONSIDERATION

RECEIVED with thanks a sum of Rs. 22, 50,000/- (Rupees Twenty-two Lac and Fifty Thousand) only from the Purchasers as full and final consideration of the plot of land mentioned in the Schedule written hereinabove, on the following manner:

Cheque Nos:	Dated:	Bank:		Branch:	Amount:
		0. 1.10.	D 1 41	a : 1 5 1	D F 00 000
456739	12.01.06:	Standard Chartered	Bank: 41,	Chowringhee Rd:	Rs.5, 00,000
033516	25.07.06:	Standard Chartered	Bank: 41,	Chowringhee Rd:	Rs. 5, 00,000
078322	28.08.06:	Standard Chartered	Bank: 41,	Chowringhee Rd:	Rs. 5, 00,000
223092	23.09.06:	Standard Chartered	Bank: 41,	Chowringhee Rd:	Rs. 5, 00,000
117095	23.03.07:	Standard Chartered	Bank: 41,	Chowringhee Rd:	Rs. 2, 50,000
			10		Rs. 22, 50,000

(Rupees Twenty-two Lac and Fifty Thousand only)

WITNESSES:

1. P. challerjee 2. Pahanger Afan

M. C. Jadwet & Rasool Bib! Truet

Consin Prohow Jackel

2) M, C. Jadwet & Rascel Bibl Trust

CONSTITUTED ATTORNEY HASHIM MOHAMMED JADWER

VENDORS

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 2168 to 2194 being No 00881 for the year 2009.



(SukanyaTalukdar) 16-April-2009 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II SOUTH 24-PARGANAS West Bengal

\$6.4.09