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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

C 811160

C 811160

Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with the document are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas



DEED OF CONVEYANCE

1. **Date :** 16th day of May, Two Thousand and Sixteen (2016).

2. **Place :** Kolkata

19657

Swapan Kumar Mukherjee

11, Avenue South

Santoshpur

Kol - 75.

000

NAME.....
ADD.....
Rs. 5000/-
12 MAY 2016
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Ray Road, Kol-1

12 MAY 2016

081118 0

of bearing in of registered and the notified
and has a valid stamp and the notified
in the holder's name is recorded
and the stamp is not to be used



Dulal Chandra Ghosh
 s/o Late Kartick Ch. Ghosh
 Vill + P.O + P.S. Sahyampur
 Dist Howrah, - 711314
 Occ - Law clerk

District Sub-Registrar-V
 Allipore, South 24 Parganas

16 MAY 2016

3. Parties:

3.1. **VENDOR : SMT. MAHUA BHATTACHARYA ADHIKARY**, [having **I.T. PAN : ACQPA7886C**, daughter of Late Prithwish Chandra Bhattacharyya & Late Manjusree Bhattacharyya and wife of Sri Tapas Adhikary, by faith Hindu, by occupation Service, by Nationality Indian, residing at 65CC/1, Anupama Housing Complex, Phase-II, P.O.- Kolkata Airport, P.S. – Baguiati, VIP Road, Kolkata-700 052, District- North 24 Parganas hereinafter called and referred to as the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

3.2 **PURCHASER: SRI SWAPAN KUMAR MUKHERJEE**, son of Late Bisweswar Mukherjee [having **I.T.PAN : AEJPM4308Q**], by faith-Hindu, by occupation- Retired Person, by Nationality- Indian, resident of 11, Avenue South, P.O.-Santoshpur, Police Station- Purba Jadavpur now Survey Park, Kolkata-700 075, District- South 24 Parganas, hereinafter called and referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

NOW THIS DEED OF CONVEYANCE WITNESSES, RECORDS, BINDS AND GOVERNS as follows:-

4. Subject Matter of the Deed of Conveyance:

4.1 **Plot of land (Said Property) : ALL THAT** piece or parcel **Bastu Land** measuring about **1 (One) Cottah 13 (Thirteen) Chittacks and 39.50 (Thirty Nine point Five Zero) Sq. Ft.** being **undivided 1/2 (One Half) share** of land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty Four) Square Feet** (more or less)

[Net land area of 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Square Feet and portion of road measuring 6 (Six) Chittacks 2 (Two) Square Feet] **TOGETHER WITH undivided 1/2 (one half) share** of tiles shed structure measuring 150 Sq. Ft. i.e. **75.00 (Seventy Five) Sq. Ft.** (more or less) lying situate at and being **K.M.C. Premises No. 322, Nayabad, Police Station Purba Jadavpur** now P.S. Panchasayar, (formerly Kasba), **Kolkata-700 099**, comprised in R.S. Dag No. 143, R.S. Khatian No. 93, Re. Sa No. 3, J.L. No. 25, Touzi No. 56, Scheme Plot No. 18 in Mouza- Nayabad now within the Jurisdiction of **Kolkata Municipal Corporation** being **Ward No. 109, Assessee No. 31-109-08-0322-4**, A.D.S.R. Sealdah, and D.S.R. Alipore, District- South 24-Parganas **TOGETHER WITH** all easement and quasi easement right attached thereto more fully and particularly mentioned and described in the **SCHEDULE** hereunder written.

5. Background, Representations and Warranties :

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

6. Ownership of the Vendor in respect of Plot of land (Subject Property):

6.1 That at all material times one Dharendra Malik of Aatghora, P.S.- Sonarpur, District- 24 Parganas was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 1.49 acres be the same a little more or less lying and situated at Mouza- Nayabad, Pargana- Khaspur, Collectorate Touzi No. 56, J.L. No. 25, Re. Sa. No. 3 comprised in R.S. Dag No. 143, R.S. Khatian No. 93 under Police Station- Kasba formerly Sadar Tollygunge, Sub Registry office- Alipore, District 24 Parganas free from all encumbrances.

- 6.2 The said Dharendra Malik while in peaceful possession and enjoyment of the above land died intestate leaving behind him surviving his only son Sri Subodh Malik who inherited the above property left by Late Dharendra Malik as per Indian Succession Act.
- 6.3 That after the death of Dharendra Malik his only son Sri Subodh Malik became the sole and absolute owner of the above land measuring about 1.49 acres lying and situated in the District South 24 Parganas, Mouza- Nayabad, R.S. Khatian No. 93, R.S. Dag No. 143 and accordingly mutated his name in the Office of the J.L. R.O./ B.L. & L.R.O. and paid rent from time to time to the Collector, 24 Parganas now South 24 Parganas.
- 6.4 That before 18th March, 1984 for an urgent need of money, the said Sri Subodh Malik sold and transferred a portion of the above land in different times to the different purchasers from the total 1.49 acres land and lastly he remains land measuring 26 (Twenty Six) Cottahs i.e. 1 (One) Bigha 6 (Six) Cottahs in R.S. Khatian No. 93, R.S. Dag No. 143 for his own use and occupation.
- 6.5 By a registered Agreement for Sale (Bayana Patra) dated 13th March, 1984, registered in the office of the District Sub Registrar- Alipore, recorded in Book No. I, Folio No. 3422 for the year 1984 and made between the said Sri Subodh Malik of the One Part and Sri Tapan Kumar Dey son of Late Amulya Krishna Dey of 30, South Road, Santoshpur, P.S.- Kasba, Calcutta- 700 075 of the Other Part, the said Sri Subodh Malik agreed to Sale and the said Tapan Kumar Dey agreed to purchase **ALL THAT** piece and parcel of land measuring about 26 (Twenty Six) Cottahs be the same a little more or less lying and situated at Mouza- Nayabad, Pargana- Khaspur, Collectorate Touzi No. 56, J.L. No. 25, Re. Sa. No. 3 comprised in R.S. Dag No. 143, R.S. Khatian No. 93 under Police Station- Kasba formerly Sadar Tollygunge, Sub Registry office- Alipore, District 24

Parganas more fully described in the Schedule thereto and on the terms and conditions mentioned therein.

- 6.6 That in terms of the said Agreement for Sale (Bayana Patra) dated 13.03.1984 the said Tapan Kumar Dey for better use and enjoyment and also for development of the above land divided and demarcated the same into various plots of different space and sizes viz. Plot No. 12,13,17, 18, etc. after providing common passage on the said plot of land.
- 6.7 By a registered Deed of Sale written in Bengali language dated 18th April, 1984 corresponding to 5th Baisakh 1391 B.S. registered in the office of the Sub Registrar, Alipore, South 24 Parganas, recorded in Book No. I, Being No. 1774 for the year 1984 and made between the said Sri Subodh Malik therein referred to as Kobala Data, Sri Promod Bandopadhyay son of Sri Makhanlal Bandopadhyay of 24/1, Selimpur Lane, P.S.- Kasba, Calcutta- 700 031 therein referred to as Kobala Grahita and Sri Tapan Kumar Dey son of Late Amulya Krishna Dey of 30, South Road, Santoshpur, P.S.- Kasba, Calcutta- 700 075 therein referred to as the Confirming Party, the said Sri Subodh Malik and Sri Tapan Kumar Dey for the valuable consideration therein mentioned jointly sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 11 (Eleven) Chittacks and 34 (Thirty Four) Sq. Ft. (more or less) (inclusive of share of common passage measuring 6 (Six) Chittacks 2 (Two) Square Feet) identified as Plot No. 18 in the Map or Plan annexed thereto **TOGETHER WITH** right to use the 12' wide common passage situated on the Southern side of the Plot with all amenities and facilities lying and situated at Mouza- Nayabad, Pargana- Kashpur, Collectorete Touzi No. 56, J.L. No. 25, Re. Sa. No. 3. comprised in R.S. Dag No. 143, R.S. Khatjan No. 93 under Police Station- Kasba formerly Sadar Tollygunge, Sub Registry Office- Alipore, within the jurisdiction of

Calcutta Municipal Corporation, District- 24 Parganas together with other easement and quasi easement rights attached as more fully mentioned and described in the Schedule thereto to and in favour of Sri Promod Banerjee alias Bandopadhyay free from all encumbrances.

- 6.8** The said Sri Promod Banerjee alias Bandopadhyay by virtue of the above Sale Deed and by paying the rates and taxes duly mutated and recorded his name in respect of the above land in the records of the B.L. & L.R.O.- Kasba, South 24-Parganas, and published R.O.R. in his name.
- 6.9** By a registered Deed of Conveyance dated 4th August, 1990 registered in the Office of the District Sub-Registrar Alipore, 24-Parganas, recorded in Book No. I, Volume No. 199, ~~Page~~ Pages 8 to 19, being No. 10815 for the year 1990 and made between the said Sri Promod Banerjee, son of Late Makhanlal Banerjee, therein referred to as the Vendor of the One Part and Smt. Manjusree Bhattacharjee, wife of Sri Prithwish Chandra Bhattacharjee, residing at Flat No. 7E, 15, Mayfair Road, Police Station- Karaya, Calcutta-700 019 therein referred to as the Purchaser of the Other Part, the said Sri Promod Banerjee for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 11 (Eleven) Chittacks and 34 (Thirty Four) Sq. Ft. (more or less) (inclusive of share of common passage measuring 6 (Six) Chittacks 2 (Two) Square Feet) identified as Plot No. 18 in the Map or Plan annexed thereto **TOGETHER WITH** right to use the 12' wide common passage situated on the Southern side of the Plot with all amenities and facilities lying and situated at Mouza- Nayabad, Pargana- Kashpūr, Collectorate Touzi No. 56, J.L. No. 25, Re. Sa. No. 3 comprised in R.S. Dag No. 143, R.S. Khatian No. 93 under

Police Station- Kasba formerly Sadar Tollygunge, Sub Registry Office- Alipore, within the jurisdiction of Calcutta Municipal Corporation, Jadavput Unit, being Ward No. 109 District- South 24 Parganas more fully described in the Schedule therein to and in favour Smt. Manjusree Bhattacharjee absolutely and forever and free from all encumbrances.

- 6.10 The said Manjusree Bhattacharyya alias Manjusree Bhattacharjee while in peaceful possession and enjoyment of the above land and by paying the relevant rates and taxes to the concerned authority got her name mutated and recorded in respect of the above land in the records of Calcutta Municipal Corporation being Assessee No. 31-109-08-0322-4. It is to be specifically stated here that after mutation the aforesaid property is known and numbered as Premises No. 322, Nayabad, Jadavpur Unit, P.S.- Jadavpur, then Purba Jadavpur now Panchasayar under Ward No. 109 of the Calcutta Municipal Corporation, Now Kolkata Municipal Corporation District- South 24 Parganas.
- 6.11 The said Manjusree Bhattacharyya alias Manjusree Bhattacharjee thus became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 11 (Eleven) Chittacks and 34 (Thirty Four) Sq. Ft. (more or less) lying situate at and being Kolkata Municipal Corporation Premises No. 322, Nayabad, Police Station- Jadavpur then Purba Jadavpur comprised in R.S. Dag No. 143, R.S. Khatian No. 93 under Mouza- Nayabad, Pargana- Kashpur, Collectorate Touzi No. 56, J.L. No. 25, Re. Sa. No. 3, Police Station- Kasba then Jadavpur now Purba Jadavpur, within the ambits of Calcutta Municipal Corporation now Kolkata Municipal Corporation, being Ward No. 109, District South 24 Parganas **TOGETHER WITH** right to use the 12' wide common

passage situated on the Southern side of the Plot with all amenities and facilities as more fully mentioned and described in the Schedule hereunder written free from all encumbrances.

- 6.12 The said Manjusree Bhattacharyya alias Manjusree Bhattacharjee while in peaceful possession and enjoyment, died intestate on 17.05.2014 leaving behind her one married daughter namely **SMT. MAHUA BHATTACHARYA ADHIKARY**, wife of Sri Tapas Adhikary, and one son **SRI ARINDAM BHATTACHARYA**, Son of Late Prithwish Chandra Bhattacharyya as her legal heirs and representatives who jointly inherited the above property left by Late Manjusree Bhattacharyya having 1/2th shares each as per Hindu Succession Act, 1956. It is to be noted here that the husband of Smt. Manjusree Bhattacharyya namely Prithwish Chandra Bhattacharyya predeceased her.
- 6.13 Thus the said **SMT. MAHUA BHATTACHARYA ADHIKARY** the Vendor herein by way of inheritance peacefully seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel **Bastu Land** measuring **about 1 (One) Cottah 13 (Thirteen) Chittacks and 39.50 (Thirty Nine point Five Zero) Sq. Ft.** being undivided **1/2 (One Half)** share of land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty Four) Square Feet** (more or less) [Net land area of 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Square Feet and portion of road measuring 6 (Six) Chittacks 2 (Two) Square Feet] **TOGETHER WITH undivided 1/2 (one half) share** of tiles shed structure measuring 150 Sq. Ft. i.e. **75.00 (Seventy Five) Sq. Ft.** (more or less) lying situate at and being **K.M.C. Premises No. 322, Nayabad, Police Station Purba Jadavpur now P.S. Panchasayar**, (formerly Kasba), **Kolkata-700 099**, comprised in R.S. Dag No. 143, R.S. Khatian No. 93, ~~Re. Sa~~ No. 3, J.L. No. 25, Touzi No. 56, Scheme Plot No. 18 in Mouza- Nayabad now within the Jurisdiction of

Kolkata Municipal Corporation being Ward No. 109, Assessee No. 31-109-08-0322-4, A.D.S.R. Sealdah, and D.S.R. Alipore, District- South 24-Parganas more fully and particularly mentioned and described in the **SCHEDULE hereunder written and hereinafter referred to as the "**Said Property**" free from all encumbrances.**

7. **The Said Property** : The land along with structures as more fully described in the Schedule hereunder written hereinafter called as the "Said Property":

8. **Mutation :**

The said Property has been mutated in the name of Manjusree Bhattacharyya in the records of the Kolkata Municipal Corporation being Assessee No. 31-109-08-0322-4.

9. **Representations, Warranties and Covenants Regarding Encumbrances: -**

The Vendor do and each of them doth hereby represent, warrant and covenant regarding encumbrances that **(1)** the Vendor has not received any notice from any authority for acquisition or requisition of the said Property and declare that the said Property is not affected by any scheme of the Government or any Statutory Body; **(2)** the Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955; **(3)** the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, lease, assign and assure the said Property to the Purchaser; **(4)** no land revenue, corporation tax, cess or imposition in respect of the Subject Property is due to the Government or any other authority or authorities and no Certificate Case is pending for realization of any

taxes from the Vendor; (5) no person or persons whatsoever have/had/has ever claimed any right of preemption over and in respect of the Subject Property or any part thereof; (6) no other mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the said Property or any part thereof; (7) the said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendences, uses, trusts, prohibitions, leases and tenancies, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the said property is free, clear and marketable ; (8) the said Property is not affected by or subject to any personal guarantee for securing any financial accommodation; (9) there is no order of Court or any other Statutory Authority prohibiting the Vendor from agreeing to sell, lease, transfer and/or alienate the said Property or any part thereof; (10) the Vendor has exclusive possession of the Said Property.

10. **Basic Understanding :**

- 10.1 **Agreement to Sell and Purchase:** The Vendor has agreed to sell the Said Property to the Purchaser and the Purchaser has agreed to purchase the Said Property from the Vendor. By an Agreement for Sale dated **7th day of May, 2016** and made between the said **SMT. MAHUA BHATTACHARYA ADHIKARY** the Vendor herein therein referred to as the Vendor of the One Part, **and SRI SWAPAN KUMAR MUKHERJEE**, son of Late Bisweswar Mukherjee, the Purchaser herein, therein referred to as the Purchaser of the Other Part the said Smt. Mahua Bhattacharya Adhikary for the valuable

consideration mentioned therein agreed to sale and transfer the Said Property more fully mentioned and described in the Schedule therein and also hereunder written and on the terms and conditions mentioned therein.

10.2 **Deed of Conveyance:** In pursuance of the said Agreement for Sale dated 7th May, 2016, the Vendor are completing the sale of the Schedule mentioned property (more fully described in the Schedule hereunder written) in favour of the Purchaser, by these presents.

11. Transfer :

11.1 **Hereby made :** The Vendor hereby sell, convey, transfer, assign and assure to and unto the Purchaser, absolutely and forever, free from all encumbrances the said Property more fully described in the Schedule hereunder written.

11.2 **By Vendor :** At the request of the Purchaser, the Vendor is hereby selling, conveying and transferring the Said Property to the Purchaser.

11.3 Subject Matter of the Deed of Conveyance:

11.4 **Said Property :** ALL THAT piece or parcel **Bastu Land** measuring about 1 (One) Cottah 13 (Thirteen) Chittacks and 39.50 (Thirty Nine point Five Zero) Sq. Ft. being undivided 1/2 (One Half) share of land measuring 3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty Four) Square Feet (more or less) [Net land area of 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Square Feet and portion of road measuring 6 (Six) Chittacks 2 (Two) Square Feet] **TOGETHER WITH undivided 1/2 (one half) share** of tiles shed structure measuring 150 Sq. Ft. i.e. **75.00 (Seventy Five) Sq. Ft.** (more or less) lying situate at and being **K.M.C.**

Premises No. 322, Nayabad, Police Station Purba Jadavpur now P.S. Panchasayar, (formerly Kasba), Kolkata-700 099, comprised in R.S. Dag No. 143, R.S. Khatian No. 93, Re. Sa No. 3, J.L. No. 25, Touzi No. 56, Scheme Plot No. 18 in Mouza- Nayabad now within the Jurisdiction of **Kolkata Municipal Corporation being Ward No. 109, Assessee No. 31-109-08-0322-4, A.D.S.R. Sealdah, and D.S.R. Alipore, District- South 24-Parganas together with all easement and quasi easement right attached thereto as more fully described in the SCHEDULE hereunder written and delineated in the map or plan annexed herewith and marked by "RED" border.**

11.5 **Benefit of the Plans :** The benefit of the Plan relating the Schedule mentioned property as is attributable to the Said Property.

11.6 **Other rights :** All other easement and quasi-easements rights attached thereto in the Said Property.

12. Consideration:

12.1 **Total Consideration:** The aforesaid transfer of the Said Property is being made by the Vendor in consideration of sum of **Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand only)** (the receipt of which the Vendor doth hereby as well as by the receipt and memo hereunder written, admit and acknowledge).

13. Terms of Transfer :

13.1 **Salient Terms:** The transfer of the Said Property being effected by this Conveyance is:

- 13.2 **Sale:** A Sale within the meaning of the Transfer of Property Act, 1882.
- 13.3 **Absolute:** Absolute, irreversible and for ever.
- 13.4 **Free from Encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to lis-pendens, attachments, liens, charges, mortgages, leases, sub-lets, Leave and License Agreements, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- 13.5 **Other Rights:** Together with all other rights appurtenant to the Said Property.
- 13.6 **Subject to:** The transfer of the Said Property is effected by this Conveyance.
- 13.7 **Easements And Quasi-easements:** Observance, Performance and acceptance of the easements, quasi-easements and other stipulations attached thereto.
- 13.8 **Indemnification by Vendor:** The Vendor agrees to keep the Purchaser and/or the Purchaser's heirs, executors, administrators, legal representatives and assigns indemnified of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's heirs, executors, administrators, legal representatives and assigns by reason of any defect in the Vendor's title to the Said Property. This Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor.

13.9 **Indemnification by Purchaser:** Indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser. The Purchaser agree to keep indemnified the Vendor in respect of K.M.C. Mutation and also B.L. & L.R.O. mutation and payment of Municipal rates and taxes, land revenue and other outgoings from the date of possession.

14. Possession :

14.1 **Delivery of Possession:** That simultaneously with the execution of the Deed of Conveyance in favour of the Purchaser peaceful vacant khas possession of the Said Property **TOGETHER WITH** right to use the common passage with all amenities and facilities attached to the said Property as more fully described in the **SCHEDULE** hereunder written has been delivered to the Purchaser.

14.2 **Delivery of Original Documents:** That simultaneously with the execution of this Deed of Conveyance the Vendor shall deliver all the original papers and documents related to the Said Property to the Purchaser.

15. **Taxes and Outgoings:** The Vendor assures the Purchaser that all taxes and outgoings of any and every nature whatsoever in respect of the Said Property for the period till the Date of Execution of Deed of Conveyances, whether demanded/assessed or not, shall be paid and cleared by the Vendor. If any amount on any account is found due or liable to become due, the Vendor shall pay and clear the same or reimburse the same to the Purchaser if paid by the Purchaser for this period.

16. Holding Possession :

16.1 **Purchaser Entitled:** The Vendor hereby covenant that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents,

issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor .

16.2 That the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

16.3 That the Vendor has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Property hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

17. General :

17.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Property by this Deed of Conveyance after having exhaustively and comprehensively satisfied each other with regard to its/their respective rights, duties and obligations, statutory as well as contractual.

17.2 **Power of Attorney :** The Vendor herein authorize and nominate the Purchaser herein and give him full powers and authorities as his/her Constituted Attorney for and on behalf of and in the name of the Vendor to appear before any Office of the K.M.C. or Land Reforms Authority and/or any other Authority concerning the Said Property for the Purpose of Mutation of the name of the

Purchaser in the records of B. L. & L. R. O. and the Kolkata Municipal Corporation or Record of Rights and records of other Government Department and also execute and any Deed of Declaration in respect of this Deed and for all or any of such purposes to sign, issue, receive, acknowledge, serve all correspondence, notice and letters and to appear and represent the Vendor in all or any of such matters as may be necessary as fully and effectually as the Vendor himself/herself could do.

17.3 **No Objection to Mutation:** The Vendor doth hereby declare that the Purchaser is fully entitled to mutate his name in all public and statutory records including K.M.C. records and B.L. & L.R.O. Records and the Vendor hereby expressly consents to the same. The Vendor also undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

18. **Interpretation :**

18.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

18.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

18.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

18.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or renovation of that document.


THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :
(Description of the Subject Property hereby Sold/Transfer)


ALL THAT piece or parcel **Bastu Land** measuring about **1 (One) Cottah 13 (Thirteen) Chittacks and 39.50 (Thirty Nine point Five Zero) Sq. Ft.** being **undivided 1/2 (One Half) share** of land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty Four) Square Feet** (more or less) [Net land area of 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Square Feet and portion of road measuring 6 (Six) Chittacks 2 (Two) Square Feet] **TOGETHER WITH undivided 1/2 (one half) shares of tiles shed structure** measuring 150 Sq. Ft. i.e. **75.00 (Seventy Five) square feet** (more or less)(Cemented Flooring) lying situate at and being Kolkata Municipal Corporation **Premises No. 322, Nayabad, Police Station Purba Jadavpur now P.S. Panchasayar, Kolkata-700 099**, comprised in R.S. Dag No. 143, R.S. Khatian No. 93, Re. Sa No. 3, J.L. No. 25, Touzi No. 56, Scheme Plot No. 18 in Mouza- Nayabad now within the Jurisdiction of **Kolkata Municipal Corporation being Ward No. 109, Assessee No. 31-109-08-0322-4**, A.D.S.R. Sealdah, and D.S.R. Alipore, District- South 24-Parganas and, delineated in the Map or Plan annexed herewith marked with "**RED**" colour **TOGETHER WITH** all easement rights over and under the Road/Common Passage situated on the Southern side of the Plot **TOGETHER WITH** other easement and quasi easement right attached thereto and which is butted and bounded as follows:-

ON THE NORTH : Plot of R.S. Dag No. 143.
ON THE SOUTH : **12' Feet Wide Road.**
ON THE EAST : Plot of R.S. Dag No. 154
ON THE WEST : Scheme Plot No. 17 under Dag No. 143.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and signature on the day month and year first above written .

SIGNED, SEALED AND DELIVERED by
the by the **VENDOR** in the presence of:

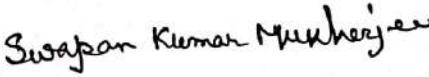
1) 
Tapas Adhikary
65CC/1 Anujama Housing
Phase II VIP Road
Kolkata 700052


(Mahua Bhattacharya Adhikary)
(SIGNATURE OF THE VENDOR)

2) Dilip Kumar Ghosh
149 Nabodit Nayabad
P.O. - Mukundapur Kol-99

SIGNED, SEALED AND DELIVERED by
the by the **PURCHASER** in the presence
of:

1) Dudd Chandee Ghosh.
1219, Nayabad,
P.S. Purba Jadavpur
Kol- 99


(SIGNATURE OF THE PURCHASER)

2) Dilip Kumar Ghosh
149 Nabodit Nayabad
P.O. - Mukundapur Kol- 99

Read over and explained to the Parties herein in Vernacular and they having understood the contents, purport and effect of this Deed of Conveyance executed this Deed

Mrinal Kanti Ghosh,
Drafted by me :

Mrinal Kanti Ghosh,
(MRINAL KANTI GHOSH)

Advocate,
10; Kiran Shankar Roy Road,
Room No. 75, First Floor,
Kolkata- 700-001
En. No. WB/625/2000.

MEMO OF CONSIDERATION

RECEIVED by the Vendor of and from Within-named Purchaser the within-mentioned sum of **Rs. 17,50,000/-** (Rupees Seventeen Lakhs Fifty Thousand) only being total Consideration money of the Schedule mentioned property as per Memo below:-


MEMO


1. By Cheque No. 250841 dated 10.05.2016 drawn on State Bank of India, Santoshpur Branch, Kolkata-700 075.	Rs.8,00,000.00
2. By Cheque No. 250842 dated 10.05.2016 drawn on State Bank of India, Santoshpur Branch, Kolkata-700 075.	Rs.4,50,000.00
3. By Cheque no: 250846 dt: 13.05.2016 drawn on SBI, Santoshpur Br.	Rs 4,00,000.00
4. By Cheque no: 250849 dt: 16.05.2016 drawn on SBI Santoshpur Br.	Rs 1,00,000.00
	<u>Rs.17,50,000/-</u>

(RUPEES SEVENTEEN LAKH FIFTY THOUSAND) ONLY.

SIGNED, SEALED AND DELIVERED by the **VENDOR** in the presence of:

1) -


Tapas Adhikary
65CC/1 Anupama Housing
Phase II VIP Road
Kolkata 70052


(Mahua Bhattacharya Adhikary)
(SIGNATURE OF THE VENDOR)

2) Dilip Kumar Sinha
149 Nalabodit Nagabard,
P.B - Mukundapur, W-99

SPECIMEN FORM FOR TEN FINGER PRINTS



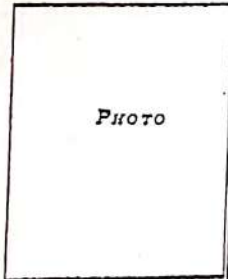
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Bhama* (~~Mahua B Adhikary~~) (Mahua Bhattacharya Adhikary)



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Sudhan Kumar Mukherjee*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

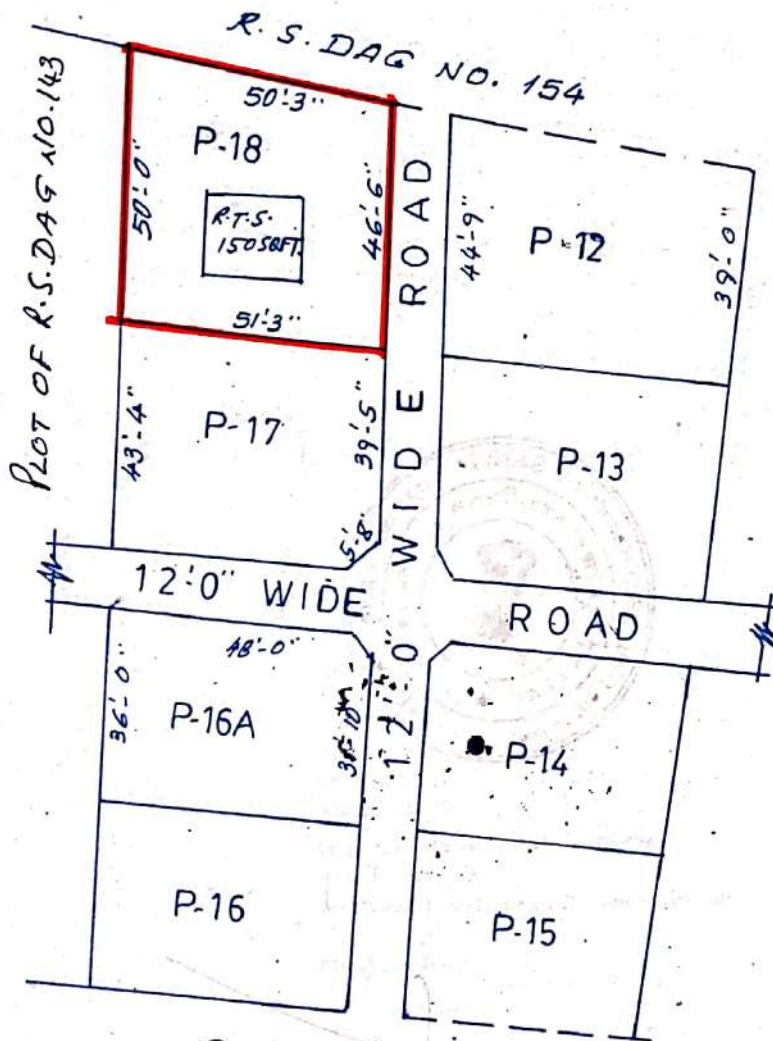
Signature _____

THE PLAN OF LAND WITH TILES SHED STRUCTURE LYING AND SITUATE AT AND BEING K.M.C. PREMISES NO. 322, NAYABAD, P.S. - PURBA JADAVPUR, NOW P.S. - PANCHASAYAR (FORMERLY KASBA), KOLKATA - 700 099, COMPRISED IN R.S. DAG NO. 143, R.S. KHATIAN NO. 93, Re. Sa. NO. 3, J.L. NO. 25, TOUZI NO. 56, SCHEME PLOT NO. 18 IN MOUZA - NAYABAD NOW WITHIN THE JURISDICTION OF KOLKATA MUNICIPAL CORPORATION BEING WARD NO. 109, ASSESSEE NO. 31-109-08-0322-4, DIST. - SOUTH 24- PARGANAS.

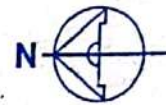
GROSS AREA OF LAND :- 3 K. - 11 CH. - 34 SQ.FT. (MORE OR LESS)
 (NEET AREA OF LAND :- 3 K. - 5 CH. - 32 SQ.FT. + ROAD AREA :- 0 K. - 6 CH. - 2 SQ.FT.)

UNDIVIDED 1/2 SHARE OF LAND :- 1 K. - 10 CH. - 38.5 SQ.FT. (MORE OR LESS)
 UNDIVIDED 1/2 SHARE OF ROAD AREA :- 0 K. - 3 CH. - 1 SQ.FT. (MORE OR LESS)
 TOTAL UNDIVIDED 1/2 SHARE 1 K. - 13 CH. - 39.5 SQ.FT. (MORE OR LESS)

TILES SHED STRUCTURE AREA :- 150 SQ.FT.
 UNDIVIDED 1/2 SHARE OF TILES SHED STRUCTURE :- 75 SQ.FT.



SCALE : 33'-0" = 1" INCH



Mahua *Bhattacharya*
 Bhattacharya Adhikary
 SIG. OF VENDOR



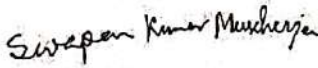
Swapan Kumar Mukherjee
 SIG. OF PURCHASER

Traced By:
X. S. ...
 3A, ...
 Kol-1.


Seller, Buyer and Property Details

Seller & Buyer Details



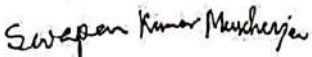
Presentant Details

SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Shri SWAPAN KUMAR MUKHERJEE Son of Late Bisweswar Mukherjee 11, Avenue South, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075	 16/05/2016 11:38:39 AM	 LTI 16/05/2016 11:38:48 AM
	 16/05/2016 11:39:12 AM		


Seller Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	Smt MAHUA BHATTACHARYA ADHIKARY Wife of Mr TAPAS ADHIKARY 65CC/A, Anupama Housing Complex, VIP Road, Block/Sector: Phase-II, P.O:- Kolkata Airport, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No. ACQPA7886C,; Status : Individual; Date of Execution : 16/05/2016; Date of Admission : 16/05/2016; Place of Admission of Execution : Office	 16/05/2016 11:37:33 AM	 LTI 16/05/2016 11:37:54 AM
	 16/05/2016 11:38:23 AM		

Buyer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Shri SWAPAN KUMAR MUKHERJEE Son of Late Bisweswar Mukherjee 11, Avenue South, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. AEJPM4308Q,; Status : Individual; Date of Execution : 16/05/2016; Date of Admission : 16/05/2016; Place of Admission of Execution : Office</p>	 16/05/2016 11:38:39 AM	 LTI 16/05/2016 11:38:48 AM
		 16/05/2016 11:39:12 AM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr DULAL CHANDRA GHOSH : Son of Late KARTICK CHANDRA GHOSH Village- Shyampur, P.O:- Shyampur, P.S:- Shyampur, Howrah, District:- Howrah, West Bengal, India, PIN - 711314 Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India,</p>	<p>Smt MAHUA BHATTACHARYA ADHIKARY, Shri SWAPAN KUMAR MUKHERJEE</p>	 16/05/2016 11:39:35 AM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 322, Ward No: 109</p>	<p>1 Katha 13 Chatak 39.5 Sq Ft</p>	<p>17,25,000/-</p>	<p>21,28,791/-</p>	<p>Proposed Use: Bastu, Width of Approach Road: 12 Ft.,</p>	

Office of the D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 163001498 / 2016

Query No/Year	16300000622494/2016	Serial no/Year	1630001586 / 2016
Deed No/Year	I - 163001498 / 2016		
Transaction	[0101] Sale, Sale Document		
Name of Presentant	Shri SWAPAN KUMAR MUKHERJEE	Presented At	Office
Date of Execution	16-05-2016	Date of Presentation	16-05-2016

Remarks

On 16/05/2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11:24 hrs on : 16/05/2016, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Shri SWAPAN KUMAR MUKHERJEE ,Claimant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 21,53,791/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 16/05/2016 by

Smt MAHUA BHATTACHARYA ADHIKARY, Wife of Mr TAPAS ADHIKARY, 65CC/A, Anupama Housing Complex, VIP Road, Sector: Phase-II, P.O: Kolkata Airport, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, By caste Hindu, By Profession Service
Indetified by Mr DULAL CHANDRA GHOSH, Son of Late KARTICK CHANDRA GHOSH, Village- Shyampur, P.O: Shyampur, Thana: Shyampur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711314, By caste Hindu, By Profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 16/05/2016 by

Shri SWAPAN KUMAR MUKHERJEE, Son of Late Bisweswar Mukherjee, 11, Avenue South, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, By caste Hindu, By Profession Retired Person
Indetified by Mr DULAL CHANDRA GHOSH, Son of Late KARTICK CHANDRA GHOSH, Village- Shyampur, P.O: Shyampur, Thana: Shyampur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711314, By caste Hindu, By Profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 23,729/- (A(1) = Rs 23,683/- ,E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 23,729/-

20/05/2016 Query No:-16300000622494 / 2016 Deed No :I - 163001498 / 2016, Document is digitally signed.

Page 22 of 24

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,29,247/- and Stamp Duty paid by Draft Rs 1,24,350/-, by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 811160, Purchased on 12/05/2016, Vendor named Suranjan Mukherjee.

Description of Draft

1. Rs 1,24,350/- is paid, by the Draft(8554) No: 000404691160, Date: 12/05/2016, Bank: STATE BANK OF INDIA (SBI), SANTOSHPUR.

UK Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1630-2016, Page from 44479 to 44512
Being No 163001498 for the year 2016.



Digitally signed by UTPAL KUMAR BASU
Date: 2016.05.20 11:06:26 +05:30
Reason: Digital Signing of Deed.

UK Basu

(Utpal Kumar Basu) 20-05-2016 11:06:25
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)