

পশ্চিমবঙ্গা पश्चिम बँगाल WEST BENGAL

785467

Certified that this document is admitted to Registration. The signature sheet and the Endorsement cheet existed to the documentare parter this document.

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made in the city of Kolkata on this OSHL day of July Two Thousand and Ten (2010) BETWEEN SRI ANJAN KUMAR BOSE son of Late Arun Kumar Bose, aged about 58 years, by faith Hindu, by occupation:

NA TON

Service, by Nationality: Indian, permanently residing at C/o. Smt. Jharna Mukherjee, 6/5, Kandua Main Road, P.S: Jadavpur, Kolkata: 700 084, and presently residing at D-1103, Mantri Greens, Sampige Road, Malleswaram, Bangalor 560 003, hereinafter called and referred to as the <u>VENDOR</u> (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and / or assigns) of the <u>ONE PART</u>.

AND

[1] <u>SRI RATHINDRANATH DAN</u> son of Late Rabindranath Dan, aged about 57 years, by faith Hindu, by Occupation – Business, by Nationality – Indian, residing at 47, Linton Street, P.S.: Beniapukur, Kolkata – 700 014 and [2] <u>SMT. TRIPTI DAN</u> wife of Sri Rathindranath Dan, aged about 47 years, by faith Hindu, by Occupation-Business, by Nationality- Indian, residing at 47, Linton Street, P.S.: Beniapukur, Kolkata – 700 014, and [3] <u>SRI RAJARSHI NANDAN DAN</u> son of Sri Rathindranath Dan, aged about 22 years, by faith Hindu, by Occupation- Student, by Nationality- Indian, residing at 47, Linton Street, P.S.: Beniapukur, Kolkata – 700 014 hereinafter called and referred to as the <u>PURCHASERS</u> (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and / or assigns) of the <u>OTHER PART.</u>

WHEREAS one Late Arjun Porel, son of Late Phani Porel, resident of Vill: Atghora, P.S: Sonarpur, Dist: 24-Parganas, was the sole and absolute owner of ALL THAT piece and parcel of land, "Shali" in nature, measuring about 6.87 acres be the same a little more or less situated and lying at Mouza: Nayabad, under J.L No: 25 under Khatian No: 89, Dag No:137, R.S.No:3, Touzi No: 56 within the Garfa Anchal Panchayet, now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, P.S: Purba Jadavpur (old: Kasba), by getting the said piece of land from one Late Sachindra

Nath who was the Executor of "Swarnomoyee Dasee Estate" and subsequently recorded his name in the Revisional Survey Settlement as "Raiyat" over the said total area of land measuring about 6.87 acres and became the absolute owner of the same.

AND WHEREAS the said Arjun Porel was the sole and absolute recorded Owner of the aforesaid piece and parcel of land, "Shali" in nature, measuring about 6.87 acres and was in absolute physical possession of said land thereafter sold and transferred 1 (one) "Bigha" of land out of the said 6.87 acres of land, "Shali" in nature, situated and lying at Mouza: Nayabad, under J.L No: 25 under Khatian No: 89, Dag No:137, R.S.No:3, Touzi No: 56 within the Garfa Anchal Panchayet, Dist: 24-Pgs (S) now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, P.S: Purba Jadavpur (old: Kasaba) to one Sri Bimal Mukherjee, son of Late Hiralal Mukherjee, of Barada Avenue, Garia, Dist: 24-Parganas (South) by virtue of registered sale deed which was registered at the office of the Sub-Registrar Alipore, 24-Parganas and recorded in Book No: 1, Volume No: 49, Pages: 225 to 229, being No: 1778 for the year 1980.

AND WHEREAS the said Sri Bimal Mukherjee, son of Late Hiralal Mukherjee, the recorded owner and in absolute physical possession of the said land, "Shali" in nature, measuring about one Bigha and had engaged one Sri Nirmal Kanti Chowdhury, son of Late Surendra Mohon Chowdhury, as his true and lawful Constituent Attorney by executing a General Power of Attorney on dated 23.08.1986 to represent on his behalf before the Registering Authorities in connection with the sale of the said one Bigha of land, "Shali" in nature, plot wise to different persons under his choice and at different consideration.

AND WHEREAS By virtue of the said Power of Attorney dated 23.08.1986, the said Nirmal Kanti Chowdhury divided the said one Bigha "Shali" land by making five different plots as Plot No 12A, 14, 15, 16 and 17 of different measurement.

AND WHEREAS the said Sri Nirmal Kanti Chowdhury, being the Constituent Attorney on behalf of the recorded owner Sri Bimal Mukherjee in respect of the sale of said one Bigha of Land, in nature, plot wise, has tendered his willingness to dispose of the Plot No: 12A, shown in the plan annexed herewith an area of 3 (Three) cottah. under J.L. No: 25 under Khatian No: 89, Dag No:137, R.S.No:3, Touzi No: 56 within the Garfa Anchal Panchayet, Dist: 24-Pgs (S) now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, P.S: Purba Jadavpur (Old: Kasba).

AND WHEREAS the vendor herein Sri Anjan Kumar Bose, son of Late Arun Kumar Bose, agreed to purchase the said plot no: 12A, measuring about 3 (Three) Cottahs of "shali" land, with all rights of easements, interest, possession and common passage, which is lying and situates under J.L No: 25 under Khatian No: 89, Dag No:137, R.S.No:3, Touzi No: 56 within the Garfa Anchal Panchayet, Dist: 24-Pgs (S) now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, P.S: Purba Jadavpur (old Kasba) from the recorded owner Sri Bimal Mukherjee, son of Late Hiralal Mukherjee and executed the DEED of Conveyance at the office of District Sub-Registrar, South 24- Parganas, and recorded in Book No: 1; Volume No: 330, Pages: 426 to 439 being No: 16725 for the year 1986.

AND WHEREAS the said Sri Anjan Kumar Bose thus became the absolute owner of ALL THAT piece of parcel of a plot of land being Plot No: 12A, land by measuring 3 (Three) cottahs be the same a little more or less with all easement rights which is lying

and situated at and comprised in Mouza: Nayabad, under J.L No: 25 under Khatian No: 89, Dag No:137, R.S.No:3, Touzi No: 56. P.S: Purba Jadavpur, (Old: Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, registering jurisdiction A.D.S.R. Sealdah and D.S.R, Alipore in the Dist: of South 24-Parganas.

AND WHEREAS the said Sri Anjan Kumar Bose while possessing the property morefully expressed in the schedule mentioned hereinbelow as sole and absolute owner mutated his name in the record of the B. L. & L. R. O on 06.12.1994 and as well as mutated his name in the record of the Kolkata Municipal Corporation on dated 2nd February, 1991 and the new no. of the premises has been allotted as 1299, Nayabad, Kolkata; 700 099 (Assessee No: 31-109-08-1299-7) and also has converted the character of land from "Sali" to "Bastu" vide order from the office of the Sub-Divisional Land & Land Reforms office vide case no: 236/2000 dated 02.05.2002 and has been with physical possession and exercising all act of ownership viz., butted all side boundary wall and constructed a R.T. shed of about 100 sq. ft and easement of 30'ft wide road in the North and also in the South of the appurtenances which is free from all encumbrances.

AND WHEREAS while in user and enjoyment the said Anjan Kumar Bose herein the sole owner/Vendor being desirous of selling of the said plot of land being Plot No. 12A, measuring 3 (three) Cottahs be the same a little more or less along with 100 (one hundred) sq. Ft. R. T. shed and all side covered by brick build boundary wall including all easement rights, lying and situated at and comprised in Dag No.137, Khatian No.89 in Mouza – Nayabad, J.L. No.25, R.S.No.3, Touzi No. 56, and K.M.C. premises No: 1299 – Nayabad, Kolkata: 700 099, P.S. Kasba (presently Purba Jadavpur), now within the local limits of the Kolkata Municipal Corporation under Ward No.109, registering jurisdiction A.D.S.R, Sealdah and D.S.R office, Alipore, in the District of South 24 Parganas and

being approached by the Purchasers herein the Vendor has agreed to sell the same more fully described in the Schedule hereunder written at a total consideration of Rs.22,50,000/- (Rupees twenty two lacs and fifty thousand) only.

NOW THIS INDENTURE WITNESSETH as follows: -

THAT in pursuance of the said agreement and in consideration of a total sum of Rs. 22,50,000/- (Rupees twenty two lacs and fifty thousand) only paid by Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admits and acknowledges) the Vendor doth by these presents grant, sell, transfer, convey, release assign and confirm unto and in favour of the Purchasers, their predecessors or predecessors - in - title and / or assigns ALL THAT the piece and parcel of land measuring an area of 3 (Three) Cottahs be the same a little more or less alongwith 100 (One hundred) sq. ft. R.T. Shed, covered by all side boundary wall including all easements right lying and situated at and comprised in R.S. Dag No. 137, R.S. Khatian No 89 in Mouza - Nayabad, J.L.No. 25, R.S. No. 3, Touzi No. 56, Kolkata Municipal Corporation. premises no: 1299-Nayabad, Kolkata: 700 099 P.S. presently Purba Jadavpur, now within the local limits of the Kolkata Municipal Corporation under Ward No. 109, registering jurisdiction A.D.S.R. Sealdah and D.S.R office, Alipore, in the district of South 24 Parganas, more fully described in the Schedule hereinafter written and shown in the Map or Plan annexed hereto and thereon coloured "RED" AND ALL THAT the estate, right, title and interest, property claim and demand whatsoever of the said Vendor unto or upon the said land and ALL THAT the piece and parcel of land with structure hereby granted, transferred, sold, conveyed, gift, mortgage, released and confirmed or expressed or intended so to be unto and to the use of the Purchasers absolutely and forever free form all encumbrances whatsoever made or suffered by the Vendor or any person or any person lawfully or equitably claiming as aforesaid.

- [2] THAT the Vendor doth hereby covenant with the Purchasers notwithstanding any act, deed or thing made done or executed or knowingly suffered to the contrary. The Vendor hath now good right, full power and absolute authority to grant, sell, transfer, convey, release and confirm the said piece and parcel of land with structure hereby granted, sold, transferred, conveyed, released or confirmed or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid AND THAT the Purchasers shall at all times hereafter peaceably and quietly possess and enjoy the said land with structure and each and every part thereof without any lawful eviction, interruption, claim and demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them and here from all encumbrances whatsoever made or suffered by the Vendor or any other person or persons lawfully or equitably claiming as aforesaid.
- [3] THAT the Vendor and his successors or successors-in-title shall and will from time to time and at all material times hereinafter at the request and cost of the Purchasers or their predecessor or predecessors in title and /or assigns do and execute or cause to be executed and done all such further and other acts, deeds and things for further and more perfectly assuring the said piece and parcel of land and every part thereof unto and to the use of the Purchasers or their predecessor or predecessors in title and / or assigns and in the manner as aforesaid as shall or may reasonable be required.
- [4] THAT the Vendor hereby covenant with the Purchasers, the said Vendor and his respective heirs, successors, administrators and / or assigns shall and will unless prevented by fire or some other inevitable accident from time to time and at all material

times hereafter upon every reasonable request and at the cost of the Purchasers, their successors, assign[s], agent[s], or such other person or persons as the Purchasers shall direct or in any court, judicial or revenue proceedings, trial, hearing, commission, examination or otherwise as the occasion may require to produce all or any of the deeds and writings relating to the title of the property and comprised in these presents or any part thereof AND will permit the same to be examined, inspected or given in evidence at the request and cost of the said. Purchasers or their predecessors-in-title as may be required and in the meantime keep the said deed documents, writings, safe, un-abolished and un-cancelled unless prevented from doing so by one or the other inevitable accidents.

- [5] THAT the Vendor hereby undertake to support any application to be made by the Purchasers to the appropriate authority in respect of the property hereby sold and conveyed and shall at the cost of the Purchasers requiring the same do all that may be required to do for obtaining the same in favour of the Purchasers.
- [6] THAT the Vendor hereby further covenant with the Purchasers that in case the property hereby sold and conveyed or any part thereof is lost to the Purchasers on account of any defect in the Vendor's title or his right to transfer the same or possession or quite enjoyment of the property by the Purchasers in any way disturbed on account of any litigation started by any of his predecessor or predecessors in title claiming through the said Vendor or on account of some act or commission of the Vendor or on account of any cause or causes whatsoever, the Vendor shall be liable for all losses, damages, costs and expenses which may suffered or sustained by the Purchasers or caused to him thereby. The Vendor expressly covenant to keep the Purchasers harmless and indemnified from and against all losses, costs and expenses which the Purchasers

may suffer, sustain or incur by reason of any claim being made by any of the predecessor or predecessors —in — title or his agent / representative relating to the title of the property hereby sold and conveyed.

- [7] THAT the Vendor further hereby declare that he could not received any notice or notices for acquisition or similar type from any competent authority or authorities or he could not entered into any agreement for sale to any person or persons.
- [8] THAT the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property or every part thereof and pay the rents and taxes to the appropriate Authority upon getting their names mutated in the office of the Kolkata Municipal Corporation and other appropriate authority or authorities.
- {9} The vendor doth hereby declare that the said land with structure hereby sold and fully described in the schedule hereunder written has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lease pending, or any attachment. There is no case, suit or proceeding pending before any court of law against the said property. The said property is not a decrial property nor sold in auction.
- {10} If any of the statements or covenants made hereinbefore by the Vendor is found to be false, untrue or any defect in title is detected hereafter the Vendor shall be liable for the same.
- {11} If any error or omission is transpired in this deed in future, the Vendor, his heirs, successors, representatives, administrators and assigns shall be bound to execute any

supplementary deed or deed of rectification or declaration in favour of the Purchasers their heirs, successors, representatives, administrators and assigns.

SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece or parcel of a plot of Bastu land being Plot No: 12A, measuring an area of 3(Three) Cottahs. be the same a little more or less along with boundary wall and with 100 (One Hundred) sq.ft. R.T. Shed including all easement rights, lying and situated at and comprised in R.S.Dag No.137, R.S.Khatain No.89 appertaining to Mouza – Nayabad, J.L. No.25, R.S.No.3, Touzi No.56, Kolkata Municipal Corporation premises no: 1299, Nayabad, Kolkata: 700 099, P.S. Purba Jadavpur, (previously Kasba) now within the local limits of the Kolkata Municipal Corporation under Ward No.109, , more fully delineated in the Map or Plan annexed hereto thereof coloured 'RED' which is butted and bounded in the manner as follows:

ON THE NORTH

By 30' feet wide road;

ON THE SOUTH

::

By 30' feet wide road;

ON THE EAST

By Plot No. 12, Kolkata Municipal Corporation premises No.1354, Nayabad, Kolkata – 700 099.

ON THE WEST

By. Plot No: 14;

<u>IN WITNESS WHEREOF</u> the parties hereunto put their respective hands and seals on this day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED at

Kolkata in the presence of:

[1] Juliata Tumar Gluss Pa No. 1275/1 Noyaled Kal-99

Agan Kumar Bo Le Signature of the Vendor

(2) Bholanain Champadyor ti20 & Linton Street, porkatin-7 00014

Rathindranath Dan Triputi Dan. Rojarshi Nandan San

Signature of the Purchasers

Drafted by:

SUBIR KUMAR SARKAR, ADVOCATE, HIGH COURT, KOLKATA, ENROLMENT NO: WB/39/1987.

RECEIVED from the withinnamed PURCHASERS within mentioned sum of Rs.22,50,000/- (Rupees Twenty Two lakes and fifty thousand) only being the full consideration money as per Memo below:

MEMO OF CONSIDERATION

 By Account Payee cheque No: 293736 dated: 17.06.2010 drawn on Bank of Boroda, Park Circus Br in favour of Sri Anjan Kumar Bose.

Rs. 4,00,000

 By Bank Draft being No.021438 dated 06.07.10 drawn on Bank of Boroda, Park Circus Br. in favour of Sri Anjan Kumar Bose

Rs. 7,25,000/-

 By Bank Draft being No.817478 dated 06.07.10 drawn on U.Co. Bank Park Circus Br. in favour of Sri Anjan Kumar Bose

Rs. 11,25,000/-

(Rupees Twenty two lacs and fifty thousand only)

Rs.22,50,000/-

WITNESSES:

1. Lubrala Kumar Ghose Ps N. - 1275/1 Nagabad Kal- 99

Ayar Kuna Boxe

Signature of the Vendor

2. Betranath Challoparthyan 1208, Linton Street in Norwesse-7000 14

Co. 15 6 1

DEED PLAN OF A PLOT OF LAND WITH STRUCTURE BEING PLUT NO. 12A, MOUZA NAYABAD, R.S. DAG NO. 137; RS, KHATIAN NEL 89 J.L. NO, 25, R.S. NO. 3, TOUZI NO. 156 KOLKATA MUNICIPAL CORPORATION PREMISES NO. 1299 NAYABAD PS PURBA JADAYPUR (OLD KASBA), KOLKATA MUNICIPAL CORPORATION WARD NO 109 KOLKATA-700099 TUTAL LAND SCHREED CUTTAHS (MORE OR LESS) AREA SHOWN BY RED BURDER LINE - FIRE WIDE ROAD PLOT NO. 14 PLUT NO. 12 PREMISES NO 1354, NAYABAD NATABAD : 99. KOLKATA 30 FEET WIDE READ

Angen Kunan Boxo

SIGNATURE OF THE VENDOR

Rathindranath Dan Trible Dan Pajarishi Nanden Dan.

SIGNATURE OF THE HURCHASHES

SPECIMEN FORM FOR TEN FINGERPRINTS

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A. D. S. R. SEALDAH, District- South 24-Parganas

Signature / LTI Sheet of Serial No. 02253 / 2010, Deed No. (Book - I , 01895/2010)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Rathindranath Dan			Rathindrenatt
			Kalhindranath D. 8/7/2010
8			

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anjan Kumar Bose Address -6/5, Kendua Main Road, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. : Pin :-700084	Self	08/07/2010	LTI 08/07/2010	Hojenkunu Bos
2	Rathindranath Dan Address -47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. : Pin :-700014	Self	08/07/2010	LTI 08/07/2010	Rathindramath D
3	Tripti Dan Address -47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. : Pin :-700014	Self	08/07/2010	LTI 08/07/2010	Tripti Dan.
4	Rajarshi Nandan Dan Address -47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. : Pin :-700014	Self	08/07/2010	LTI 08/07/2010	Rajanshi Nandan Dan

Name of Identifier of above Person(s)

Subir Kr Sarkar High Court Cal, District:-South 24-Parganas BENGAL, India, P.O. :-.

Signature of Identifier with Date

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH

08/07/2010



Government Of West Bengal

Office Of the A. D. S. R. SEALDAH District:-South 24-Parganas

Endorsement For Deed Number: I - 01895 of 2010

(Serial No. 02253 of 2010)

On 08/07/2010

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.

Payment of Fees:

Fee Paid in rupees under article: A(1) = 24794/- on 08/07/2010

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.-2255000/-

Certified that the required stamp duty of this document is Rs.- 135300 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 130310/- is paid, by the draft number 900525, Draft Date 07/07/2010, Bank Name State Bank of India, C I T ROAD, received on 08/07/2010

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

Presented for registration at 11.43 hrs on :08/07/2010, at the Office of the A. D. S. R. SEALDAH by Rathindranath Dan , one of the Claimants.

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

Execution is admitted on 08/07/2010 by

- 1. Anjan Kumar Bose, son of Lt Arun Kr. Bose, 6/5, Kendua Main Road, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-. Pin :-700084, By Caste Hindu, By Profession: Service
- 2. Rathindranath Dan, son of Lt1 Rabindranath Dan, 47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin:-700014, By Caste Hindu, By Profession: Business
- 3. Tripti Dan, wife of Rathindranath Dan, 47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-. Pin :-700014, By Caste Hindu, By Profession: Business
- 4. Rajarshi Nandan Dan, son of Rathindranath Dan, 47, Linton Street, KOLKATA MUNICIPAL CORPORATION, Thana:-Beniapukur, District:-South 24-Pärganas, WEST BENGAL, India, P.O. :-. Pin:-700014, By Caste Hindu, By Profession: Student

Identified By Subir Kr Sarkar, son of ..., High Court Cal, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-., By Caste: Hindu, By Profession: Advocate.

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 1

08/07/2010 12:21:00

DATED THIS 084 DAY OF July 2010

BELMEEN

SKI YNIYN KOWYK BOSE

<u>NENDOK</u>

 $\overline{\mathsf{AND}}$

SRI RATHINDRANATH DAN & ORS...

PURCHASERS

CONNEXVNCE

HIGH CONKT, KOLKATA. ADVOCATE, AUGH COURT, KOLKATA.