

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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

District Sub-Register-II
Alipore, South 24 Parganes

- 5 JUN 2014

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THIS DEED OF CONVEYANCE is made on this 28th day of May Two Thousand and Fourteen BETWEEN SMT. NAMITA BANERJEE wife of Sri Sukumar Banerjee, aged about 71 years, by faith – Hindu, by occupation-Housewife, residing at Horogopal Banerjee Road, Post- Maheshtala, Village-Maheshtala, formerly Ghosh Para, 22, Maheshtala, Pin- 700141, District 24 Parganas (South), hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or there be something repugnant to the subject or context shall be deemed to mean and include her heirs executors, administrators legal representatives, successors, nominees and assigns) of the ONE PART.

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District Sub-Register-II Alipore, South 24 Parganas

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(egistered in Book - I CD Volume number 10 Page from 7851 to 7873 being No 05978 for the year 2014.



(Malay Chakraborty) 08-July-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -I I SOUTH 24-PARGANAS
West Bengal

M/S. DEBABRATA CONSTRUCTION a Partnership Firm, having its registered office at Premises No. 548, Parnashree Pally, Police Station - Parnashree, Kolkata - 700 060, (PAN - AAKFD 3216D), represented by its Partners namely (1) SRI DEBABRATA SARKAR son of Late Jogesh Chandra Sarkar, (PAN - ALGPS 1082F), by faith - Hindu, by profession - Business, of 548, Parnashree Pally, Police Station -Parnashree, Kolkata - 700 060, (2) SRI SHYAMAL KUMAR MONDAL son of Late Jogindra Nath Mondal, (PAN AFDPM2034G), by faith - Hindu, by occupation -Business, of GA6/2, Bonomali Naskar Road, Police Station - Parnasree, Kolkata -700060, (3) SRI SUBRATA GOSWAMI son of Sri Shyamal Goswami, (PAN -ADYPG0967D), by faith - Hindu, by occupation - Business, of 538, Parnasree Pally, Kolkata - 700 060, (4) SRI SUBODH DAS son of Sri Narayan Chandra Das, (PAN-ADSPD9141Q), by faith - Hindu, by occupation - Business, of 79/1, Maharani Indira Devi Road, Police Station - Parnasree , Kolkata - 700 060, hereinafter called and referred to as the PURCHASER (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its Director for the time being and their respective heirs, executors, administrators, legal representatives, successors-in-office, nominees and assigns) of the OTHER PART.

WHEREAS one Lalbehari Majumder, Nirapada Majumder, Gangapada Majumder and Haripada Majumder during their lifetime and until their death was the absolute joint owners and occupiers of ALL THAT piece and parcel of land measuring 1 (One) Bigha 10 (Ten) Cottahs 04 (Four) Chittaks more or less comprised in Mouza-Behala, Touji No. 346, J.L. No. 2, R. S. No. 83, C. S. Khatian No. 597, C. S. Dag Nos. 3742 and 3743, Khanda Khatian No. 5332, then within South Suburban Municipality Holding No. 126, Banamali Naskar Road, Police Station-Behala, Sub-Registry Office-Alipore, District-24 Parganas, and was enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS while seized and possessed of the said Haripada Majumder being unmarried died intestate leaving behind surviving him his three brothers namely Lalbehari Majumder, Nirapada Majumder, Gangapada Majumder as his only legal heirs, and successors and no other person or persons as his heirs, and successors whereby and whereunder the said three brothers inherited in equal share undivided one-fourth share of the said Haripada Majumder amongst themselves and in this circumstances each of the brothers became entitled to one-third share of the aforesaid property.

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District Sub-Register-II Alipore, South 24 Parganas

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AND WHEREAS while seized and possessed by a Bengali Deed of Gift dated 21<sup>st</sup> September, 1946, registered before The Joint Sub-Registrar Alipore at Behala, and recorded in Book No. 1, Volume No. 22, Pages 172 to 174, Being No. 1519, for the year 1946 the said Gangapada Majumder as DONOR out of his love and affection transferred and conveyed all that his inherited undivided one – third share of the aforesaid property being the piece and parcel of land measuring 43 decimal comprised in Dag No. 3743 and Tank measuring 7 decimal more or less comprised in Dag No. 3742, aggregating to a total of 16.66 decimal out of total 50 decimal of land and tank in Khatian No. 579 in Mouza-Behala being the then Holding No. 126, Banamali Naskar Road within South Suburban Municipality, Police Station- Behala, Kolkata, District 24 Parganas unto and in favour of his brother Sri Nirapada Majumder mentioned therein as DONEE absolutely and forever.

AND WHEREAS subsequently while seized and possessed to avoid future disputes and differences amongst the legal heirs of the said two brothers said Sri Lalbehari Majumder and Sri Nirapda Majumder have during their lifetime decided to partition their aforesaid inherited property and accordingly by a Deed of Partition dated 10th November, 1947 registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 21, Pages 28 to 31, Being No. 1469, for the year 1947 the said Sri Lalbehari Majumder as Party of the First Part and Sri Nirapda Majumder, as Party of the Second Part amicably partitioned their aforesaid property amongst themselves whereby and whereunder the said Sri Nirapada Majumder has been allotted with ALL THAT piece and parcel of land and tank measuring 1 Bigha 6 Cottahs 1 Chittak-more or less with pucca structure standing thereon demarcated as Plot No. 2, in the Plan annexed with the Partition Deed comprised in C.S. Dag Nos. 3742 and 3743, Khatian No. 597, J.L. No. 2, R. S. No. 83, Mouza- Behala, District 24 Parganas as morefully stated in Second Schedule of the said Deed of Partition absolutely and for ever and the said Sri Lalbehari Majumder has been allotted with ALL THAT piece and parcel of remaining land measuring 4 Cottahs 3 Chittak more or less with pucca structure standing thereon demarcated as Plot No. 1, in the Plan annexed with the Partition Deed comprised in C.S. Dag No. 3743, Khatian No. 597, J.L. No. 2, R. S. No. 83, Mouza- Behala, District 24 Parganas as morefully stated in First Schedule of the said Deed of Partition absolutely and for ever .

AND WHEREAS subsequently thereafter in the last Revisional Settlement, Record the aforesaid allotted property of the said Sri Nirapada Majumder being ALL THAT piece and parcel of land as per physical measurement measuring 1 Bigha 1 Cottah 13 Chittaks more or less with building comprised in C. S. Khatian No. 597, under C. S. Dag No. 3743, has been recorded in R. S. Khatian No. 5332 in R. S. Dag No. 11529 consisting of

24.7 Satak of land and R. S. Dag No. 11527 consisting of 08.7 satak of land and R. S. Dag No. 11533 consisting of 1.1 Satak of land in Mouza – Behala, Touji No. 346, R.S. No. 83, Police Station - formerly Behala now Parnashree, District 24 Parganas South AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 08 Satak of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83, Police Station- formerly Behala now Parnashree, District 24 Parganas South and was enjoying the same free from all encumbrances, paying taxes regularly.

AND WHEREAS after such Partition as aforesaid the said Sri Nirapada Majumder duly applied for mutating his name in the records of the then South Suburban Municipality and subsequently The Kolkata Municipal Corporation (South Suburban Unit), Ward No. 131, in respect of his entire allotted property being piece and parcel of land with pucca structure standing thereon and tank measuring 1 Bigha 6 Cottahs 1 Chittak more or less which was then known and numbered as Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Behala, Kolkata- 700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South and was enjoying the same free from all encumbrances paying rent and taxes regularly.

AND WHEREAS the said Nirapada Majumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 21.04.1971 leaving behind surviving his widow Smt. Abhaya Mazumder, only son Sri Mohit Kumar Mazumder and three married daughters namely Smt. Sabita Rani Roy, Smt. Namita Banerjee and Smt. Mamata Chatterjee as his only legal heirs, heiress and successors and no other persons or persons as his heirs, heiress and successors, who jointly inherited the aforesaid premises each having undivided One Fifth share therein.

AND WHEREAS the said Smt. Mamata Chatterjee who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 06.03.1982 leaving behind surviving her husband Sri Joydeb Chatterjee and two daughters namely Smt. Keya Banerjee and Smt. Rupa Banerjee as her only legal heirs and successors and no other person or persons as her legal heirs and successors who jointly inherited undivided 1/5<sup>th</sup> share in the said premises left by the deceased and thereby each inheriting undivided 1/15<sup>th</sup>. share therein.

AND WHEREAS the said Smt. Rupa Banerjee who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 14.04.1998 leaving behind surviving her husband Sri Subhasis Banerjee and only son Sri Swarup Banerjee and as her only legal heirs and successors and no other person or persons as her legal heirs and successors who jointly inherited undivided 1/15<sup>th</sup>. share in the said premises left by the deceased Rupa Banerjee.

AND WHEREAS the said Smt. Sabita Rani Roy who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 24.04.2004 leaving behind surviving her husband Sushil Kumar Roy, two sons namely Sri Asim Kumar Roy and Sri Ashok Roy and only daughter Smt. Jhutika Banerjee wife of Sri Priti Bhusan Banerjee as her only legal heirs and successors and no other person or persons as her legal heirs and successors. Her husband Sushil Kumar Roy subsequently also died intestate on 02.01.2012 and thereby the said two sons and only daughter jointly inherited their mother's undivided 1/5<sup>th</sup> share in the said Premises each inheriting undivided 1/15<sup>th</sup>. share therein.

AND WHEREAS by a Deed of Gift dated 5.06.2009 registered before the Additional District Sub Registrar, Behala and recorded in Book No. I, C.D. Volume No. 19, Pages from 7172 to 7185, Being No. 06570 for the Year 2009 the said Smt. Abhaya Mazumder, Sri Mohit Kumar Mazumder, Smt. Namita Banerjee Smt. Keya Banerjee and Sri Asim Kumar Roy all jointly as Donors out of their love and affection transferred and conveyed ALL THAT piece and parcel of land measuring 02 Cottahs more or less with structure as standing thereon in the South West portion of the entire Premises being part and portion of C.S. Dag No. 3743, C. S. Khatian No. 597, R.S. Dag No. 11527, R. S. Khatian No. 5332, in Mouza-Behala, Touji No. 346, R.S. No. 83, comprises in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Behala, Kolkata-700 060, Sub-Registry Office-Behala formerly Alipore, District 24 Parganas South in favour of one Sri Biswanath Majumder and Sri Raju Majumder both sons of Sri Mohit Kumar Majumder both jointly mentioned as Donees absolutely and for ever

AND WHEREAS in the circumstances referred to above the aforesaid Smt. Abhaya Mazumder, Sri Mohit Kumar Mazumder, Smt. Namita Banerjee Smt. Keya Banerjee and Sri Asim Kumar Roy along with Sri Joydeb Chatterjee, Sri Subhasish Banerjee, Sri Swarup Banerjee, Sri Ashok Roy and Smt. Juthika Banerjee after such Gift retained for themselves All That piece and parcel of Land as per physical measurement measuring 19 Cottahs 13 Chittacks more or less with structure as standing thereon comprised in R. S.

Khatian No. 5332, R. S. Dag No. 11529 consisting of 24.7 satak of land and R. S. Dag No. 11527 consisting of 05.4 Satak of land and R. S. Dag No. 11533 consisting of 1.1 satak of land in Mouza – Behala, Touji No. 346, R.S. No. 83 AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 08 Satak of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83 being part and portion of Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree formerly Behala, Kolkata- 700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South.

AND WHEREAS the said Smt. Abhaya Mazumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 30.04.2010 leaving behind surviving her only son Sri Mohit Kumar Mazumder, only daughter Smt. Namita Banerjee wife of Sri Sukumar Banerjee and Smt. Keya Banerjee, Sri Joydeb Chatterjee, Sri Subhasish Banerjee and Sri Swarup Banerjee all legal heirs of her predeceased daughter Mamata Chatterjee and Sri Asim Kumar Roy, Sri Ashok Roy and Smt. Juthika Banerjee being two sons and only daughter of her predeceased daughter Sabita Rani Roy as her only legal heirs and successors and no other person or persons as her legal heirs and successors whereby and where under the said Sri Mohit Kumar Majumder inherited undivided 1/20<sup>th</sup> share, Smt. Namita Banerjee inherited undivided 1/20<sup>th</sup> share and Smt. Keya Banerjee, Sri Joydeb Chatterjee, Sri Subhasish Banerjee and Sri Swarup Banerjee, jointly inherited undivided 1/20<sup>th</sup> share and Sri Asim Kumar Roy, Sri Ashok Roy and Smt. Juthika Banerjee jointly inherited undivided 1/20<sup>th</sup> share of the estate left by the deceased Abhaya Mazumder.

AND WHEREAS subsequently the said Sri Mohit Kumar Mazumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 13.10.2012 leaving behind surviving him his wife Smt. Ruby Majumder , only daughter Smt. Sumita Chakraborty wife of Sri Shyamal Chakraborty and two sons namely Sri Biswanath Majumder and Sri Raju Majumder as his only legal heirs, heiress and successors and no other person or persons as his legal heirs , heiress and successors .

AND WHEREAS in the circumstances referred to above at present the aforesaid

(i) SMT. NAMITA BANERJEE by way of inheritance became the Owner of ALL THAT piece or parcel of UNDIVIDED ONE FOURTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee

Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree , Kolkata- 700 060 AND

- (ii) the said SRI RUBY MAJUMDER by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE SIXTEENTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (iii) the said SRI BISWANATH MAJUMDER by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE SIXTEENTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata 700 060 AND
- (iv) the said SRI RAJU MAJUMDER by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE SIXTEENTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (v) the said SMT. SUMITA CHAKRABORTY by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE SIXTEENTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (vi) the said SMT. KEYA BANERJEE by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND

- (vii) the said SRI JOYDEB CHATTERJEE by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (viii) the said SRI SUBHASISH BANERJEE and SRI SWARUP BANERJEE jointly by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (ix) the said SRI ASIM KUMAR ROY way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- (x) the said SRI ASHOK ROY by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060 AND
- xi) the said SMT. JUTHIKA BANERJEE by way of inheritance became the Owner of ALL THAT piece and parcel of UNDIVIDED ONE TWELFTH SHARE of total land, morefully and particularly mentioned in the First Schedule hereunder written, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station-Parnasree, Kolkata-700 060

at present within the limits of the Kolkata Municipal Corporation (South Suburban Unit), Ward No. 131, within the District South 24 Parganas, Sub Registry office at Behala and are jointly enjoying the same free from all encumbrances without any

interference from any person or persons whomsoever but subject to occupation of Tenants/occupiers occupying part and portions of the said premises .

AND WHEREAS the Vendor herein thus became and now seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the UNDIVIDED ONE FOURTH PART and/or SHARE into or upon the said Premises (hereinafter referred to as the said UNDIVIDED SHARE) and is enjoying the same free of all encumbrances whatsoever and/or howsoever but subject to occupation of Tenants/occupiers occupying part and portions of the said premises details of such Tenants/occupiers is morefully stated in the THIRD SCHEDULE hereunder written.

AND WHEREAS the Vendor is desirous disposing off the said Undivided Share on an as is where is basis and as such have approached the Purchaser to purchase and acquire the same at or for the total consideration of Rs. 2,50,000.00 (Rupees Two lakhs Fifty Thousand ) only.

AND WHEREAS at or before the execution of these presents the Vendor alongwith her other co-owners have collectively and severally assured and represented to the Purchaser as follows which has been relied and searched and satisfied fully by the Purchaser:

- a) The Vendor seized and possessed of or otherwise well and sufficiently entitled to the said Undivided Share as the absolute Owner with a good marketable title in respect thereof.
- b) The said premises is free of all encumbrances charges liens lispendens attachments trusts, mortgages whatsoever and/or howsoever but subject to occupation of Tenants/occupiers occupying part and portions of the said premises.
- c) No suits and/or legal proceedings and/or prohibitory orders are pending or subsisting in respect of the said premises or any part thereof.
- d) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statutes or Rules and Regulations.
- e) Any Notice of Acquisition or requisition does not affect the said Premises nor there is any bar legal or otherwise for the Vendor in selling the said Undivided Share to the Purchaser.

- The freehold interest and/or ownership interest of the Vendor in the said Undivided Share does not stand mortgaged and/or encumbered and/or agreed to be mortgaged by the Vendor by way of security or additional security and/or collateral security and/or otherwise in favour of any Bank and/or any Financial Institution or any person, firm, company or Government undertaking or anybody else whomsoever to secure repayment of any other loan taken or to be taken by the Vendor for any purpose whatsoever and/or howsoever.
- g) The Vendor have not entered into any Agreement for Sale and/or transfer nor have entered into any other agreement and/or understanding whatsoever and/or however with any person whosoever and/or howsoever in respect of the said Undivided Share or any part thereof.
- The Vendor do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- i) The recitals hereinbefore mentioned herein are true correct and factual and the Vendor have not suppressed any facts and/or incidents relating to and/or in respect of the said share of the property or any part thereof.

AND WHEREAS relying on the representations made by the Vendor and believing the same to be true and acting on good faith thereof the Purchaser has now called upon the Vendor to sign, execute and register the Deed of Conveyance in respect of the said Undivided Share on an as is where is basis with the intent and object that pursuance to the execution of these presents the Vendor shall cease to have any right title interest claim and/or demand of any nature whatsoever and/or howsoever into or upon the said Undivided Share and/or any part or portion of the said Premises and the same shall absolutely and forever belong to the Purchaser.

#### NOW THIS INDENTURE WITNESSETH

In pursuance of the said agreement and in consideration of the said sum of Rs. 2,50,000.00 (Rupees Two lakhs Fifty Thousand) only of the lawful money of the Union of India well and truly and sufficiently and effectively paid by the Purchaser to the Vendor ( the receipt whereof the Vendor do hereby as also by the memo hereunder written admit and acknowledge to have received of and from the payment of the same and every part thereof) the Vendor do hereby acquit release and discharge the Purchaser and the SAID UNDIVIDED SHARE in the said Premises being hereby intended to be conveyed, she the Vendor do

hereby grant sell convey transfer assign and assure unto and in favour of the Purchaser herein All THAT the UNDIVIDED ONE FOURTH SHARE on an as is where is basis ( hereinafter referred to as the said UNDIVIDED SHARE and is more fully and particularly described in the SECOND SCHEDULE hereunder written, part and/or share and/or interest into or upon the piece or parcel of total land containing as per physical measurement measuring 19 Cottahs 13 Chittacks more or less with structure as standing thereon comprised in R. S. Khatian No. 5332, R. S. Dag Nos. 11529, 11527 and 11533, in Mouza - Behala, Touji No. 346, R.S. No. 83 TOGETHER WITH ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in R.S. Khatian No. 5332, R. S. Dag No. 11528 in Mouza- Behala, Touji No. 346, R.S. No. 83 and lying situate at and/or being Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree formerly Behala, Kolkata- 700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South, in Ward No. 131 of The Kolkata Municipal Corporation ( South Suburban Unit ) and (hereinafter collectively referred to as the said PREMISES) and is morefully and particularly described in the FIRST SCHEDULE hereunder written with the intent and object that the Vendor have ceased to have any right title interest claim and/or demand of any nature whatsoever and /or howsoever into or upon the said share of the Premises or any part thereof OR HOWSOEVER OTHERWISE the premises now is or at any point of time heretofore were or was situated butted and bounded called known numbered described or distinguished TOGETHER WITH all ways paths passages boundary walls drains water courses light liberties rights privileges easements advantages appendages and appurtenances whatsoever and/or howsoever to the extent of the said Premises or any part thereof belonging or in anyway appertaining to or usually held used occupied therewith or part or parcel thereof and reputed to belong or be appurtenant thereto AND TOGETHER WITH all legal incidents thereto and the reversions remainder or remainders rents issues and profits benefits and advantages thereof and all estate right title interest and/or claim into or upon the Said Share of the Premises AND TOGETHER WITH the right of the Purchaser and/or its successors in title, owners or occupiers for the time being of the Said Share of the premises hereby conveyed with or without horses horse carts cars vehicles whether mechanically propelled or otherwise to pass and/or re pass over along and in the paths ways passages and for laying filtered and/or unfiltered water pipes and all other cables and lines and wires in and on and along any portion of the said Share of the Premises and all and every and entire right title interest claim demand estate whatsoever and/or howsoever of the Vendor of in and into or upon the said Share of the Premises and/or any part or portion of the said Premises mentioned in the Schedule hereunder written and every part thereof including the said Share of the Premises being hereby sold transferred conveyed assured and assigned and/or intended so to be TOGETHER WITH all pattas monuments of title writings plans maps deeds document indentures conveyances and/or any other document of title or in any way concerning and /or relating to or in any way covering the said Share of the premises and/or any part thereof which now are or may hereafter shall and/or may be in possession control custody and/or management of the Vendor AND TO HAVE AND TO HOLD the Said Undivided Share of the premises being hereby sold transferred granted conveyed assured and assigned and /or so otherwise expressed and/or intended to be unto and in use of the Purchaser hereafter and forever in the manner as aforesaid free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages etc. but subject to occupation of Tenants/occupiers occupying part and portions of the said premises details of such Tenants/occupiers is morefully stated in the THIRD SCHEDULE hereunder written .

- II. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-
- a) THAT, notwithstanding any act deed matter and/or thing whatsoever and/or howsoever heretofore done committed and/or knowingly suffered by the Vendor to the contrary the Vendor is lawfully and/or otherwise absolutely seized and possessed of otherwise sufficiently entitled to ALL THAT the said Undivided Share hereby sold transferred conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances charges liens lispendens attachments trusts mortgages whatsoever and/or howsoever but subject to occupation of Tenants/occupiers occupying part and portions of the said premises as aforesaid
- b) THAT, the interest which the Vendor so hereby profess to transfer subsists and that the Vendor have good right full power absolute and indefeasible authority and title to sell grant convey transfer assign and assure the said Undivided Share and every part thereof hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid and in accordance to the true intent object and meaning of these presents.

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- c) THAT, it shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold occupy and enjoy the Said Undivided Share and to receive the rents issues and profits thereof without any eviction interruption hindrance claims of demands or disturbance whatsoever from or by the Vendor herein and/or any person or persons or any other person or persons claiming through under or in trust for her having lawfully and /or equitably any claim estate right title demand and /or interest whatsoever and/or howsoever into or upon the said share of the premises and every part thereof and from and clear freely and clearly and absolutely acquitted exonerated and forever discharged and/or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of and from and against all charges arrear of rates and taxes encumbrances and deposits whatsoever and/or howsoever made done executed and/or occasioned by the Vendor and/or the predecessors in title of the Vendor and/or any of them.
- d) THAT, the said Undivided share and every part thereof is freed exonerated and discharged from and against all manner of encumbrances whatsoever on its ownership.
- e) THAT, the Vendor and all persons having or lawfully or equitably claiming any estate right title demand or interest whatsoever and /or howsoever into or upon the said Undivided Share or any part thereof shall and will from time to time and at all materials times hereafter upon every request and cost of the Purchaser made do acknowledge execute register and perform all such further and other lawful and reasonable acts deeds conveyances matters assurances and things whatsoever and/or howsoever for further better or more perfectly assuring the said Undivided Share hereby sold transferred conveyed assigned assured and every part thereof unto and in favour and use of the Purchaser and/or its successors in interest in the manner as aforesaid as well or which may be required.
- f) THAT the Vendor shall simultaneously upon execution of these presence do hereby hand over all Original Deeds and documents in the respect of the Schedule below property to the Purchaser herein.
- g) THAT the Vendor have ceased to have any right title interest claim and/of demand into or upon the said Share of the Premises or any part thereof and any right of any nature accruing shall now belong to the Purchaser exclusively.

# THE FIRST SCHEDULE ABOVE REFERRED TO (PREMISES)

ALL THAT piece and parcel of land as per physical measurement measuring 19 Cottah 13 Chittaks more or less comprised in C. S. Khatian No. 597, under C. S. Dag No. 3743, R. S. Khatian No. 5332, R. S. Dag No. 11529 consisting of 24.7 satak of land and R. S. Dag No. 11527 consisting of 05.4 satak of land and R. S. Dag No. 11533 consisting of 1.1 satak of land more or less in Mouza – Behala, Touji No. 346, R.S. No. 83 TOGHETER WITH ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 08 Satak of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83, lying situate at and being Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address as 121, Banamali Naskar Road, Police Station – formerly Behala now Parnasree, Kolkata - 700 060 within Ward No. 131 of the Kolkata Municipal Corporation ( South Suburban Unit), Sub-Registry Office – Behala, District 24 Parganas (South) which is butted and bounded as follows:-

ON THE NORTH:

By 20' ft. wide common passage & Premises No. 18, Upendra Nath

Banerjee Road

ON THE EAST:

By Land of Modak's family.

ON THE WEST:

By land of Dipankar Das , Jahar Panja & House of Biswanath

Majumder and Raju Majumder.

ON THE SOUTH:

By land of Anukul Chandra Ghosh.

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butted bounded called known numbered described or distinguished.

# THE SECOND SCHEDULE ABOVE REFERRED TO (UNDIVIDED SHARE)

ALL THAT piece and parcel of UNDIVIDED ONE FOURTH SHARE equivalent to 4 Cottah 15 Chittacks and 11.25 Sq. ft. out of total land measuring 19 Cottahs 13 Chittacks with structure measuring 600 Sq. Ft. Pucca Built Up area and 400 Sq. Ft. R. T. Shed as standing thereon TOGETHER WITH 01 Cottah 01 Chittack 00 Sq. Ft. of tank out of total Tank measuring 04 Cottahs 04 Chittacks more or less comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address as 121, Banamali Naskar Road, Police Station – formerly Behala now Parnasree, Kolkata - 700 060, at present within the limits of The Kolkata Municipal Corporation, Ward No. 131, Sub Registry office at Behala, within the District South 24 Parganas.

#### THE THIED SCHEDULE ABOVE REFERRED TO

#### Details of Tenants/Occupiers

#### Names

- Sri Swapan Chatterjee (a)
- Sri Ajoy Kumar Chatterjee (b)
- Sri Shyama Prasad Chakraborty.
- (d) Smt. Sakuntala Giri.
- (e) Smt. Maya Chakraborty.
- (f) Smt. Anima Nag.
- Smt. Sabita Ganguly. (g)

IN WITNESS WHEREOF We the PARTIES hereto have hereunto set and subscribed our respective hands on the day month and year first above written.

SIGNED SEALED AND DELIVERED By the

VENDOR at Kolkata in the presence of:

18, Moore Avene

2> Sayid KO1-40

IJI of Namila Banergie By the pun of Utpal Banergie SIGNATURE OF THE VENDOR

> Bababrata Construction Debuhada Sarkar

SIGNED SEALED AND DELIVERED By the PURCHASER at Kolkata in the presence of:

18. Moore Drove

Wal-40.

23 Say 5/5 18. Morre Avenue. KO1-40.

Utpal Banerjer 89/1 Mayaclasi Road Kolkate - 60

SIGNATURE

OF

THE

PURCHASER

RECEIVED of and from the within named Purchaser the within mentioned a sum of Rupees Two Lacs Fifty thousand ) only being the total Consideration in terms hereof and in the manner as follows

Rs. 2,50,000.00

### MEMO OF CONSIDERATION

Dated	Pay Order No.	Drawn on	Amount	In favour of
- 27·05·2014	- 358060.	- DENA BANK Bhowampore	Rs. 2,50,000 =	Smt. Namita Banerjec
-	2	-		
_	2			

( Rupers two locs tithy thousand) only.

1) Tradeep let 18, Moore Averre

SIGNATURE OF THE VENDOR

2) Istpal Bannyie 89/1 Mayuclasi Road Kulkata - 60

4TI of Namita Banerjee By the pen of Utpal Banerjee

DRAFTED BY ME SUBIR KUMAR DUTTA

ADVOCATE,

Alipore Civil & Criminal Court,

Calcutta - 700 027.

TYPED BY Pay / Low Luy KHELAGHAR

18, Moore Avenue, Calcutta - 700 040.



## Government Of West Bengal

#### Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05978 of 2014 (Serial No. 05940 of 2014 and Query No. 1602L000012553 of 2014)

### On 28/05/2014

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

Presented for registration at 19.40 hrs on :28/05/2014, at the Private residence by Debabrata Sarkar , one of the Claimants.

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

Execution is admitted on 28/05/2014 by

- Namita Banerjee, wife of Sukumar Banerjee, Horogopal Banerjee Road, Thana:-Maheshtala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700141, By Caste Hindu, By Profession:
- Debabrata Sarkar
   Partnership, M/s. Debabrata Construction, 548, Parnashree Pally, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700060.
   By Profession: Business
- Shyamal Kumar Mondal
   Partnership, M/s. Debabrata Construction, 548, Parnashree Pally, Thana:-Behala, District:-South
   24-Parganas, WEST BENGAL, India, Pin:-700060.
   By Profession: Business
- Subrata Goswami
   Partnership, M/s. Debabrata Construction, 548, Parnashree Pally, Thana:-Behala, District:-South
   24-Parganas, WEST BENGAL, India, Pin:-700060.
   By Profession: Business
- Subodh Das
   Partnership, M/s. Debabrata Construction, 548, Parnashree Pally, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700060.

Identified By Pradeep Roy, son of Lt. Parimal Roy, 18, Moore Avenue, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700040, By Caste: Hindu, By Profession: Others.

( Malay Chakraborty )
DISTRICT SUB-REGISTRAR-II

#### On 29/05/2014

, By Profession : Business

#### 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.-69,98,754/-

Certified that the required stamp duty of this documenois Rs.- 489933 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

( Malay Chakyaborty ) DISTRICT SUB-REGISTRAR-II

05/06/2014 16:48:00

EndorsementPage 1 of 2

Name : - (SHYAMAL KR. MON DALS) gnature :





# Government Of West Bengal Office Of the D.S.R. -I I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05978 of 2014 (Serial No. 05940 of 2014 and Query No. 1602L000012553 of 2014)

> ( Malay Chakraborty ) DISTRICT SUB-REGISTRAR-II

On 05/06/2014

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, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 77024.00/-, on 05/06/2014

( Under Article : A(1) = 76978/-, E = 14/-, H = 28/-, M(b) = 4/- on 05/06/2014)

Deficit stamp duty

Deficit stamp duty Rs. 484933/- is paid , by the draft number 037957, Draft Date 28/05/2014, Bank : State Bank of India, ALIPORE COURT TREASRY BR, received on 05/06/2014

( Malay Chakraborty ) DISTRICT SUB-REGISTRAR-II

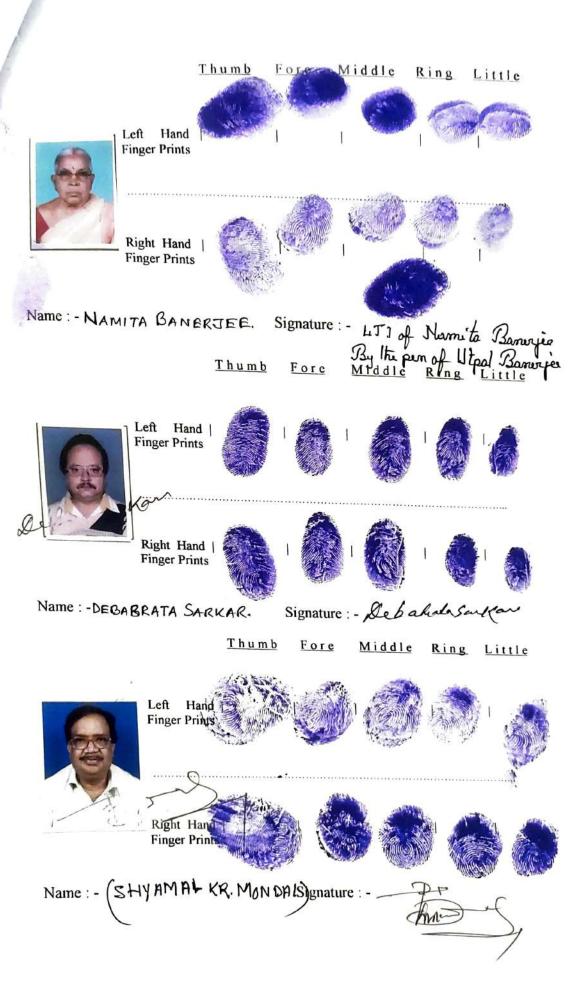


( Malay Chakraborty )
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2

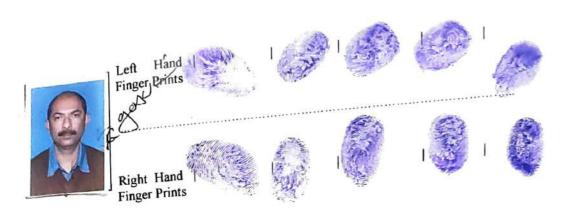
05/06/2014 16:48:00

Name : - (SHYAMAL KR. MONDALS)gnature :

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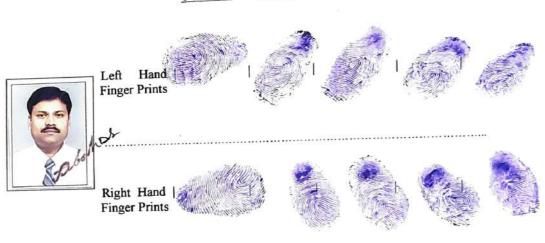


# Thumb Fore Middle Ring Little



Name: - SUBRATA GOSWAMI. Signature: - Subsata 9

# Thumb Fore Middle Ring Little



Name: - SUBODH DAS. Signature: - Folodhos



District Sub Register-II Alipore, South 24 Parganas

2 8 MAY 2014