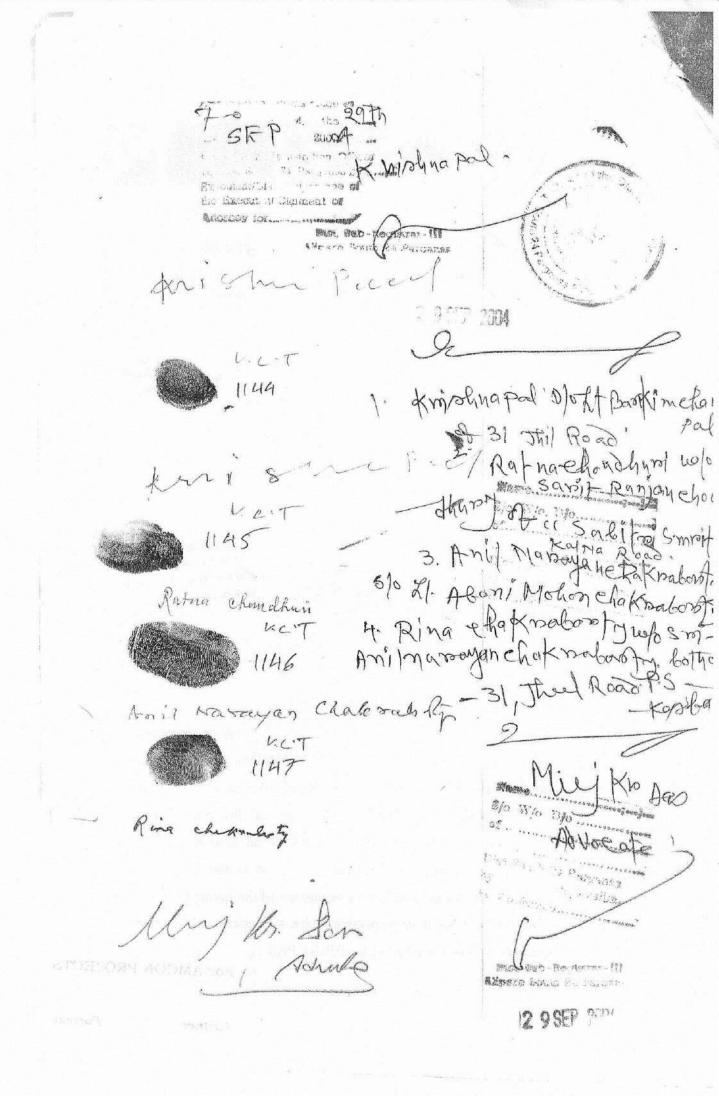


THIS DEED OF CONVEYANCE is made this 29th day of, September two thousand and four BETWEEN 1) SMT KRISHNA PAL daughter of late Bankim Chandra Pal residing at 31, Jheel Road, P.S. Kasba, Kolkata-700031, 2) SMT RATNA CHOWDHURY wife of Sri Sarit Ranjan Chowdhury residing at "SABITRI SMRITI", Kalna Road, near Kalna Gate, Distret Burdwan, P.O.Burdwan, hereinafter referred to as the VENDORS (which expressions, unless excluded by or repugnant to the context, shall be deemed to mean and include their respective heirs, successors- in – interest, legatees, assigns representatives etc) of the FIRST PART.

FOR AMCON PROJECTS



AND

1) SRI ANIL NARAYAN-CHAKRABORTY son of Late Aboni Mohon Chakraborty and 2) SMT RINA CHAKRABORTY wife of Sri Anil Narayan Chakraborty both residing at 31, Jheel Road, Police Station Kasba, Kolkata-700031, hereinafter jointly referred to as the PURCHASERS (which expression, unless excluded by or repugnant to the context, shall be deemed to mean and include their respective heirs, legatees, assigns, representatives etc) of the SECOND PART.

WHEREAS:-

- By an indenture of sale dated the 21st day of March, 1922 and 1) made between the secretary of state for India in council therein called the vendor of the one part and one Kalipada Das son of Late Bhutnath Das, then residing at Mazilpur under Jainagar Police Station in the District of South 24 parganas therein called the purchaser and registered at the District Sub-registration office at Alipore in Book No.1, Volume No.42 at pages 238 to 239 being no.1748 for the year 1922 in consideration of the sum of Rs.400/the Secretary of state for India in council absolutely sold and conveyed to the said Kalipada Das a vacant plot of revenue free land being plot No.14 containing an area of 0.1425 Decimals that is, 8 cottahs and 10 Chittaks in Mouza Selimpur under Khaspur Parganas within Tollygunge Police Station in the District of 24 Parganas absolutely and for ever subject to the restriction that the said Kalipada Das as such purchaser and his heirs, executors and assigns shall not have any power to make any excavation on the said land more than 13 feet from the Railway boundary or to plough the land more than 3 feet from the same.
- 2) By Bengali Kobala dated the 15th day of January 1927 and made between the said Kalipada Das therein called the vendor of the one part and Smt. Binapani Dasi wife of Nagendra Nath Maira then

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residing at 155, Kalighat Road, P.S.Bhowanipure, Calcutta in the district of South 24 parganas therein the purchaser of the other part and registered at the Alipore Sadar Sub-registration office in Book No.1, Volume No.9, at pages 237-239, being No.202 for the year 1927 for and in consideration of the sum of Rs.551/- paid by the said Smt Binapani Dasi out of her personal Stridhana funds, the said Kalipada Das absolutely sold and conveyed into the said Smt Binapani Dasi the said vacant plot of revenue free land in the said Mouza Selimpore under Khaspur Pargana within Tollygunge Police Station in the District of 24-parganas, absolutely and for ever free from all encumbrances.

- acadestral survey took place of the said Smt. Banapani Dasi, a cadestral survey took place of the said Mouza Selimpore and on such survey of the land so purchased by the said Smt Binapani Dasi which was then within Tollygunge Municipality was found to contain an area of 13 Decimals and was numbered as C.S. Dag no. 288 of Khatian no. 138 in Mouza Silimpore, J.L. no.37, R.S.no.16, Touzi no. 0-B-1, Pargana Khaspur under Tollygunge Police Station in the District of 24- Parganas and at such cadestral survey the name of the said Smt. Binapani Dasi was recorded as Lakeraj Malik of the said land.
- By the Bengali Kobala dated the 12th day of January, 1932 and made between the said Smt. Banapani Dasi therein called the vendor of the One Part and Musammet Obeda Khatoon wife of Kaji Eahfan Ali of no.3, Ahiripukur Second Lane, thana Ballygunge, Calcutta, in the District of 24-parganas therein called the purchaser of the other part and registered at the Alipore Sadar Sub-register office in Book no.1, Volume no.19 at pages 74 to 77 being no.155 for the year 1932 for and in consideration of the sum of Rs.600/- the said Smt. Binapani Dasi sold and conveyed into the said Musammet Obeda Khatoon the said vacant plot of revenue free land comprised in C.S. Dag no. 288 of Khatian no.

- 138, Touzi no.0-b-1, J.L.no.37, R.S.no.16 in Mouza Silimpore commonly called as Dhakuria under Sadar Tollygunge Police Station in the district of 24-parganas.
- Thus the said Musammat Obeda Khatoon became absolutely entitled to an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said vacant plot of revenue free land in the said Mouza Silimpore commonly called as Dhakuria in the District of 24-Parganas
- The said vacant plot of revenue free land in the said Mouza Silimpore was assessed and numbered by Tollygunge Municipality as premises no.31, Jheel Road.
- 7) After her purchase as aforesaid the said Musammat Obeda Khatoon constructed an one- storeyed Bunglow and out-houses in modern style in the said premises no.31, Jheel Road as her residence and utilised the balance land therein as garden.
- The said Mussamat Obeda Khatoon who was during her life time and at the time of her death was a Muslim governd by hanafi of sunny Law of Inheritance under Mohammadan Law died intestate leaving her surviving her two sons Md. Nawab Ali and Md. Kauser Ali and four daughters, namely, Musammat Morsheda Khatoon, Musammat Rayaha Khatoon, Musammat Hamida Khatoon and Musammat Sabida Khatoon as her heirs and heiresses under the Mohammedan Law.
 - 9) On the death of the said Musammat Obeda Khatoon each of the said Md. Nawab Ali and the said Md. Kauser Ali became entitled to an undivided 1/4th share in the said premises no.31, Jheel Road and each of the said Musammat Morsheda Khatoon, Musammat Freyaha Khatoon, Musammat Hamida Khatoon and Musammat Sabida Khatoon to an undivided 1/8th share.
 - 10) The said Musammat Sabida Khatoon who was also during her life time and at the time of her death a Muslim governed by Hanañ or Sunni Law of Inheritance under Mohammedan Law died intestate

leaving her surviving her husband Ashraf Hossain and her minor daughter Musammat Nazni as her heir and heiress and her said two brothers the said Md. Nawab Ali and Md. Kauser Ali and her said three sisters, the said Musammat Morsheda Khatoon, Musammat Rayaha Khatoon and Musammat Hamida Khatoon as residuarien under Mohammedan Law.

- Musammat Sabida Khatoon devolved on her said husband Ashraf Hossain who become entitled to 1/4th share thereof and on her said minor daughter Musammat Nazmi who become entitled to an undivided 1/2th share thereof and on her said brothers Md. Nawab Ali and Md. Kauser Ali and her said sisters Musammat Morshada Khatoon, Musammat Rayaha Khatoon and Musammat Hamida Khatoon who jointly as residurious became entitled to the undivided 1/4th share thereof.
- In the circumstances stated above each of the said Md. Nawab Ali and Md. Kouser Ali became entitled to an undivided 29/112th share in the said Premises no.31. Jheel Road and each of the said Musammat Morsheda Khatoon, Musammat Reyaha Khatoon and Musammat Hamida Khatoon became entitled to an undivided 29/224th share therein and the said Ashraf Hossain and the said Musammat Nazni became jointly entitled to the remaining 3/32nd share therein.
 - 13) Thus the said Md. Nawab Ali, Md. Kauser Ali, Musammat Morsheda Khatoon, Musammat Rayaha Khatoon, Musammat Hamida Khatoon, Ashraf Hossain and Musammat Nazni being jointly entitled to the said premises no.31, Jheel Road were in joint use and enjoyment thereof.
 - 14) The said Bankim Chandra Paul and his brothers Ranjit Chandra Paul and Khagendra Nath Paul who were the owners and residents of 26, Shangottola Lane also known as 26, Sirish Das Lane, Dacca experienced immense difficulties to live there owing to communal

- riots started at the time of partition of Bengal in the year 1947 and left their said residence in Bacca for Wall Rengal.
- 15) For the same reasons of communal riots the said Md. Nawab Ali, Md. Kauser Ali, Musammat Morsheda Khatoon, Musammat Rayaha Khatoon, Musammat Hamida Khatoon, Ashraf Hossain and Musammat Nazni felt similar difficulties to live and stay in the said premises no.31, Jheel Road.
- Thereafter some time in March, 1950 at the intervention and request of mutual friends, the said Md. Nawab Ali, Md. Kauser Ali, Musammat Morsheda Khatoon, Musammat Rayaha Khatoon, Musammat Hamida Khatoon and Ashraf Hossain for self and on behalf of Musammat Nazni and the said Bankim Chandra Paul and his said brothers Ranjit Chandra Paul and Khagendra Chandra Paul agreed to make an exchange of their respective properties at Calcutta being the said premises no.31, Jheel Road and at Dacca being the said premises no.26, Shangottola Lane also known as 26, Srish Das Lane and the premises no.72, Swami Bag (Tikatully) Road, Dacca and in performance of the said exchange respectively delivered possession of their respective properties to the other.
 - Thus sometime in the month of March,1950 the said Bankim Chandra Paul and his said brothers Ranjit Chandra Paul and Khagendra Chandra Paul came in absolute uninterrupted, unobstructed Khas possession of the said messuages land hereditament and premises being the said premises no.31, Jheel Road as full absolute owners thereof for valuable consideration.
 - As there were, during the said period, various legal ban and impediments in the way of materialising the said exchanges by registered deeds, it was not possible on the part of either of the parties to have formal documents recording the said exchange owing to the then legal difficulties and constant changes of law of transfer in both the countries under different regions and there fore

- no formal deed of exchange could be executed because of the uncertainty an difficulties in law during said period.
- 19) Thereafter in the year 1963 the said Musammat Marsheda Khatoon filed a Title Suit being no.94 of 1963 in the Court of Third Sub-Judge at Alipore against the said Md. Nawab Ali and others and the said Bankim Chandra Paul and his brother Ranjit Chandra Paul and Khagendra Chandra Paul for partition inter alia of the said premises no.31, Jheel Road. Possession and other reliefs.
- 20) By an order made on the 11th day of November, 1965 the said Title Suit no. 94 of 1963 was dismissed for default.
- 21) Subsequently the Tollygunge Municipality having merged with the Corporation of Calcutta the said premises no.31, Jheel Road, came under Corporation of Calcutta.
- On their application, the corporation of Calcutta recorded the names of the said Ranjit Chandra Paul, Bankim Chandra Paul and Khagendra Chandra Paul in the assessment register of Corporation of Calcutta as the owners of the said premises no.31, Jheel Road.
- No application for restoration of the Title Suit no. 94 of 1963 was made and no appeal against the said Order Dated the 11th day of November, 1965 made in the said Title Suit No.94 of 1963 was made.
- 24) The said Khagendra Chandra Paul died intestate and unmarried sometime in the year 1968 leaving him surviving his brothers the said Bankim Chandra Paul and Ranjit Chandra Paul and his sisters Smt. Saibalini Dutt, Smt. Hiranmoyee Das, Smt. Snehalata Chowdhury and Smt. Ila Roy as his legal heirs and Heiresses under Hindu Succession Act, 1956.
- 25) The said Ranjit Chandra Paul died intestate and unmarried sometime in the year 1971 leaving him surviving his brother the said Bankim Chandra Paul and his sisters Smt. Saibalini Dutt Smt.

- Hiranmoyee Das, Smt. Shehalata Chowdhury and Smt. Ila Roy as his legal heir and heiresses under Hindu Succession Act, 1956.
- Chowdhury and Smt. Ila Roy since the death of their said brother, Khagendra Chandra Paul and Ranjit Chandra Paul did neither claim any share or interest in the said premises no. 31, Jheel Road or any portion thereof nor did exercise any right of ownership over and in respect of the same or any portion thereof nor applied nor attempted to apply for mutation of their names as co-owners of the said premises no.31, Jheel Road in any of the relevant records and in consideration of natural love and affection they bear into their only surviving brother the said Bankim Chandra Paul to have and to hold, possess, use and enjoy the said premises no. 31, Jheel Road and every part thereof absolutely and as sole and absolute owner thereof to their absolute exclusion.
- 27) The said Smt. Saibalini Dutt died intestate sometime in the year 1975 leaving her surviving her only son Sri Sanat Kumar Dutta and her only daughter Smt Namita Dutta as her legal heirs and heiress under Hindu Succession Act, 1956.
- The said Sanat Kumar Dutta and Namita Dutta since the death of their mother the said Smt. Saibalini Dutta did not claim any share or interest in the said premises no.31, Jheel Road or any portion thereof nor did exercise any right of ownership ever and in respect of the same or any portion thereof nor applied nor attempted to apply for mutation their names as co-owners of the said premises no 31, Jheel Road in any of the relevant and in consideration of love and affection they had for their maternal uncle the said Bankim Chandra Paul to have hold possess use and enjoy the said premises no.31, Jheel Road and every part thereof absolutely and as sole and absolute owner thereof to their absolute exclusion.

- 29) For the reasons and in the circumstances as aforesaid, the said Smt. Hiranmoyee Das, Smt. Snehalata Chowdhury, Smt Ila Roy, Sanat Kumar Dutt and Namita Dutt duly declared that they never had nor shall have in future any right title interest property claim demand and possession over and in respect of the said premises no. 31, Jheel Road or any portion thereof.
- 30) The said Bankim Chandra Paul then became absolutely seized and possessed of and otherwise well and sufficiently entitled to an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said messuages land hereditaments and premises being the said premises no. 31, Jheel Road within the Municipal limits of the town of Calcutta fully described in the First Schedule hereunder written.
- January, 1981 leaving him surviving his three daughters namely Smt Krishna Paul, Smt. Ratna Chowdhury (nee Paul) i.e the vendors herein and Smt. Rina Chakraborty (nee Paul) i.e the purchaser no 2 herein, as his heiresses and legal representatives, who as per under Hindu Succession act,1956 thus acquired undivided one third share in the said property and became seized and possessed of the said premises no. 31, Jheel Road within the municipal limits of the town of Calcutta.
- 32) While seized and possessed of all that said property, by virtue of a deed of conveyance, registered in the office of R.A Calcutta, dated 11th day of March 1981, for valuable consideration mention therein, the said Smt. Krishna Paul, Smt. Ratna Chowdhury and Smt. Rina Chakraborty as Vendors mention therein, sold, conveyed, transferred unto and in favour of Sri. Mahesh Lal Mitra as purchaser mention therein all that piece and parcel of land measuring Two cottahs and Twelve chittacks (equivalent to 182.160 sq.mts) be the same a little more or less situate, lying at

- and being a demarcated portion of premises no. 31, Jheel Road, Kolkata-31 morefully describe in the schedule there under written.
- That subsequently by virtue of another registered Deed of conveyance the said Smt, Krishna Paul and Smt. Ratna Chowdhury and Smt. Rina Chakraborty jointly for valuable consideration, as vendors, sold, granted, transferred and conveyed unto and in favour of Shanti Ranjan Mokhopadhyay, since deceased and Smt. Sushama Mukhopadhayay as purchasers mentioned therein, All That piece and parcel of land measuring I cottah 6 chittack be the same a little more or less situated on the North-East corner of the premises no. 31, Jheel Road, Kolkata-700031 and retanined the balance area of land measuring 4 cottahs approximately.
- 34) The vendors and purchaser no.2 are now joint owners each thereby acquiring 1/3rd share in the said property morefully describe in the schedule hereunder written.
- The vendors herein due to there personal reasons have decided to 35) sell and/or dispose of their 2/3rd share measuring approximately and area about 1920sq ft equivalent to 2 cottah 10 chittack a little More or less in the said property for valuable consideration and after having come to know the intention of the vendors, the purchasers (of whom purchaser no.2 is having 1/3rd undivided share therein, who also as per amicable settlement amongst the sisters i.e. other Co-owners/vendars constructed a residential building at her own costs) expressed their intention to purchase share of the 2/3rd in the said property and offered to pay a total sum of Rs2,00,000/-(Rupees two lakh) only as full and final sale consideration of the said share. Satisfied with the said offer the vendors herein have agreed to sell their said undivided 2/3rd share in the said property morefully describe in the schedule B hereunder written to the purchasers herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of the sum of Rs. 2,00,000/- (rupees two lakh) only to the Vendors paid by the purchasers at or immediately before the execution of these present, the receipt whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the purchasers, their respective heirs, executors, administrators, representatives and assigns and every one of them and also the property and they the Vendors as beneficial owners do by these presence indefeasibly grant, sell, convey and transfer, assign and assure unto the purchasers their respective heirs, executors, administrators, representatives and assigns free from all encumbrances, attachment and other defects in title, all that piece and parcel of their 2/3rd undivided share equivalent to 2cottahs, 10 chittacks of land more or less out of total area of the land measuring 4 cottahs a little more or less with a residential building standing thereon lying, situated at Mouza Silimpure, J.L. No.37, R.S no. 16, Khatian no. 138, Touzi no.0-B-I, Dag no.288, under P.S.Tollygunge, District 24 parganas (south) present Municipal premises no. being 31, Theel Road, Kolkata-700031, Morefully described in the Schedule hereunder written with all appurtenances morefully described in the schedule hereto or HOWSOEVER OTHERWISE the said property now or heretofore were or was situate, butted, bounded, called known numbered described and distinguished together with benefits and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or any wise appertaining to or with the same or any part thereof usually held, used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together further more all estates, right, title, inheritance, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or every part thereof AND all deeds, puttahs, muniments, writings and evidences of title which in any wise related to the said property or any part or parcel thereof and which is or are

or hereafter shall may be in the custody, power or possession of the Vendors there respective heirs, executors, administrators or representatives or any persons from whom they can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the purchasers their respective heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendors, well and sufficiently, indemnified of and against all encumbrances, claims, liens, etc. Whatsoever created or suffered by the Vendors from to these presents AND the Vendors do hereby for theirself, their respective heirs. executors administrators and representatives, covenant with the purchasers their respective heirs executors, administrators representatives and assigns THAT notwithstanding any act, deed, or thing whatsoever by the Vendors or by any of their predecessors and ancestors in title done executed or knowingly suffered to the contrary they, the Vendors had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the purchasers, their respective heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the purchasers, their respective heirs, executors administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, hindrance and interruption, disturbance claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof, from, under or in trust for her or from or under any of her ancestors or predecessors in title and THAT free and clear and freely and clearly, absolutely acquitted, exonerated and released or otherwise by and at the cost

and expenses of the Vendors well and sufficiently saved, indemnified of from and against all and all manner or claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming aforesaid AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and at the cost of the purchasers, their heirs and executors, administrators, representatives and assigns do and execute, or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the purchasers, their respective heirs, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendors and all their respective heirs, executors and administrators shall at all times hereafter indemnify and keep, indemnified the purchasers, their heirs and executors, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason or any defect in the title of the Vendors or any breach of the covenants herein under contained.

SCHEDULE-A ABOVE REFERRED TO

ALL THAT the storical brick built dwelling house messuages tenements together with the piece parcel of revenue free land there unto belonging and whereon or on part whereof the name are errected and built containing an area of 4 cottahs be the same a little more or less situate lying at and being the premises no 31, Jheel Road within the municipal limts of the town of

calcutta (formerly under Tollygunge Municipality) under ward no. 32 and comprised in c.s. Dag no.288, Khatian no. 138 in Mouza Silimpore commonly called called as Dhakuria, J.L. no.37, R.S. no.16, Touzi no.0-B-1, Pargonas Khaspur within Tollygunge police station under Alipore Subregistration Office in the district of 24 Pargonas shown in map/plan annexed hereto marked with red border and butted and bounded

on the North - Premises no. 27, Jheel Road.

on the South - Premises no. 31A, Jheel Road.

on the East - Portion of premises no. 31B and Premises no. 36B, Jheel Rd.

on the West - 20 feet wide Road.

SCHEDULE-B ABOVE REFERRED TO

(property being sold)

All THAT piece and parcel of 2/3rd undivided share equivalent to 2cottahs, 10 chittacks of land more or less out of total area of the land measuring 4 cottahs a little more or less with two third share in the dwelling house standing thereon measuring 500sq ft super built up area lying, situated at Mouza Selimpur, J.L. No.37, R.S no. 16, Khatian no. 138, Touzi no.0-B-1, Dag no.288, under P.S. Kasha.

Dag no.288, under P.S. Kasha.

Municipal premises no. being 31, Jheel Road, Kolkata-700031,

IN WITNESS HEREOF the parties herein have put their respective signature on the day, month and year first above written.

SIGNED, SEALED AND

DELIVERED BY THE VENDORS

NILOJYOTI KAR

36B, THEEL ROAD,

KOLKATA- 700 031

SIGNED, SEALED AND DELIVERED BY THE PURCHASERS IN KOLKATA

IN PRESENCE OF:

Ranjana Kar 36 B. Theel Rd.

KOL-31

Anie Warrayang chaleraboly

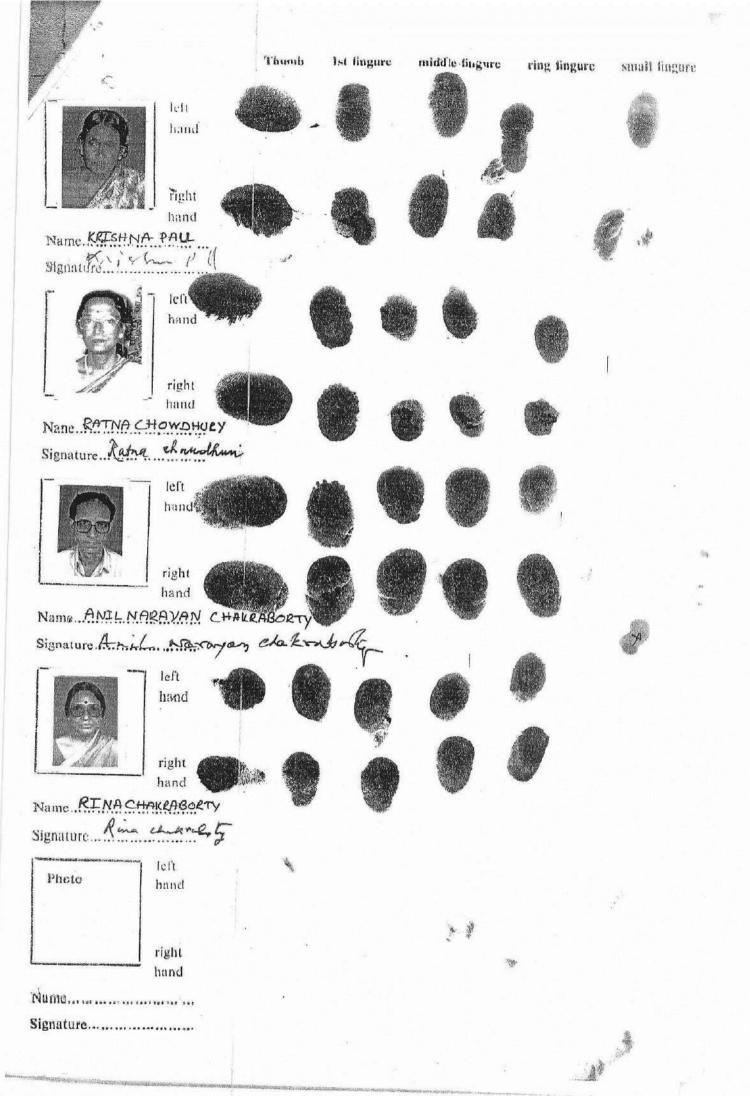
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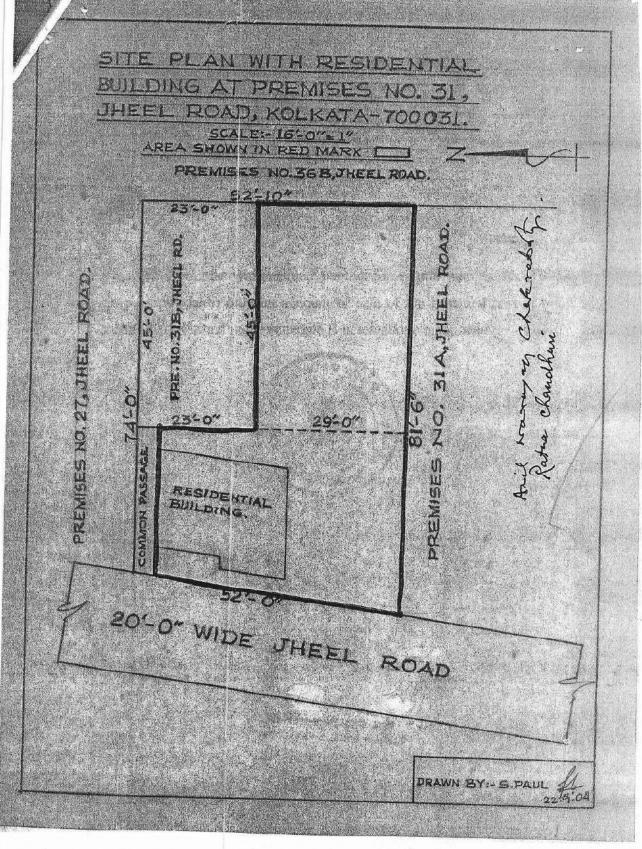
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MEMO OF CONSIDERATION

Received from the withinnamed purchasers a total sum of Rs 2,00,000/(Rupess two lakh) only on account of sale of the land and part of building morefully described in the schedule B hereinabove mentioned

Ratnu Churchung

VENDORS

WITNESS:

1. NILOJYOTI KAR

2. Ranjana kar