

all are residing at 64/5, Garfa Main Road, P.S. Kasba, .Kolkata – 700075 hereinafter referred to as the <u>VENDORS</u> (which terms or expressions unless repugnant to the context shall mean and include their heirs, executors, administrator, legal representatives and assigns) of the <u>ONE PART</u>; The PAN Card No. of the Vendor No. (1) is AGKPD8904G No. (2) PAN card No. is AIIPD1578L and No. (3) PAN CARD NO. is AIIPD1577F..

AND

DR. ARCHANA MAJUMDAR daughter of LATE Rabindra Nath Majumdar, by faith Hindu, by Nationality – Indian by occupation Medical Practitioner, residing at 30F, Hara Mohan Ghosh Lane, P.S. Beliaghata, Kolkata – 700 85, hereinafter referred to as the PURCHASER (which terms or expressions unless repugnant to the context shall mean and include her heirs, executors, administrator, legal representatives and assigns) of the OTHER

AND

PART; The PAN Card No. of the Purchaser is AEJPD3540B.

SHRI PRASANTA DEY son of Late Ram Ratan Dey, by faith Hindu, by Nationality- Indian, by occupation- Business, residing at 64/5, Garfa Main Road, P.S. Kasba. Kolkata – 700075, hereinafter referred to as the CONFIRMING PARTY (which terms or expressions unless repugnant to the context shall mean and include his heirs, executors,

administrator, legal representatives and assigns) of the

WHEREAS All that part and parcel of Bastu land measuring about 6 (six) Cottahs 4 (four) Chittacks 35 (thirty five) square feet be the same or little more less alongwith 300 sq,ft. RT Shed, alongwith all sorts of easement rights over the path passages, side spaces thereto lying and situated at premises being Pr. no. 58/A, Mohendra Mondal Road, (formerly known as 80 and 81 Mohendra Mondal Road), P.S. Kasba, District - South 24 Parganas, J L NO. 19, R S No. 2, Touzi No. 10,12 and 13, Khatian no. 1732, Dag No. 2225, Ward No. 106 within the Bollby Kolkata Municipal Corporation, Kolkata - 700 078 under the A.D.S.R. Sealdah which has been fully described in the Schedule given hereunder and shown by Red border lines in the Plan annexed hereto below together with all sorts of rights over the common passages and hereinafter referred to as the "said Premises" is the subject matter of the present Deed of Conveyance.

ANDWHEREAS One Sri Prabhat Chandra Majumder (since deceased) purchased the land measuring about 36 decimel (satak) situated in the District South 24 Pargans, Police Station – the then Tollygunge (at present Kasba), Village Parganas Khaspur, Kasba, under the then District 24 Parganas (now District South 24 Parganas) Collector Office, J L No. 19, R.S.

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No. 2, Tourzi no. 10,12 and 13, Khatian no. 461, Dag No. 2224, in the then Jadavpur Municipality, the then Sub Registration office at Alipore (at present A.D.S.R., Sealdah) under owner Government of West Bengal, (now within the jurisdiction of the Kolkata Municipal Corporation, Ward no. 106 and under the A.D.S.R. Sealdah) by way of Registered Deed of Purchase dated 19-10-1955 from its then then recorded owner Sri Bhuban Chandra Laskar and Bishnupada Laskar.

The aforesaid Deed was recorded in the Book No. 1, Volume No. 129, Pages 58 to 62, being Deed No. 7608 for the year 1955 in the office of the Sub-Registrar at Alipore..

ANDWHEREAS said Probhat Chandra Majumder further purchased a piece of land measuring about 35 decimal (satak) by a Registered Deed of Purchase dated 01-02-1956 situated in the aforesaid place under the Khatian no. 83, Dag No. 2224, from the then owner Sri Laxmikanta Mondaha.

The aforesaid Deed of Purchase was registered before the office of the Sub Registrar at Alipore and recorded therein in Book No. 1, Volume no. 8, Pages 43 to 52, Being Deed No. 265, for the year 1956.

ANDWHEREAS thereafter said Prabhat Chandra

1 thereafter said Prabhat Chandra

(satak) situated under Dag No. 2225, Khatian no. 1732 in the aforesaid placeby a Registered Deed dated 11-02-1956 from it's the then owner Biharilal Mondal.

The aforesaid Deed of Furchase was registered before the office of the Sub Registrar at Alipore and recorded therein in Book No. 1, Volume no. 8, Pages 39 to 42, Being Deed No. 263, for the year 1956.

ANDWHEREAS being the owner of the land measuring in total 114 decimal (satak) more or less in the aforesaid way said Prabhat Chandra Majumder seized and possessed the same peacefully without any interruption and obstructions from any corner, executed two Deed of Settlement in favour of his sons out of which one was executed on 27-11-1981 in favour of his two sons namely Sri Mrinal Kanti Majumder and Sri Sambhu Nath Majumder and another one was executed on 27-11-1981 in favour of his another two sons namely Sri Ranabir Majumder and Sri Rabindra Nath Majumder.

Out of the aforesaid two Deeds, the first Deed of Purchase was recorded in Book No. 1, Volume no. 393, Pages 193 to 200 being no. 12903, for the year 1981 and second was recorded in the Book no. 1, Volume no. 393, pages 185 to 192 Being No. 12902 for the year 1981 in the A.D.S.R..

ANDWHEREAS after death of said Probhat Chandra
Majumder said sons of the deceased Probhat Chandra Majumder

i.e. Mrinal Kanti Majumder, Sumbhu Nath Majumder, Ranabir Majumder and Rabindra Nath Majumder became the absolute owners of the properties obtained from their father as per terms of the two separate aforesaid Deed of Settlement executed by their father Prabhat Chandra Majumder and seized and possessed the same absolutely free from any encumbrances made R.T. shed structures in their respective portion and duly mutated their the concerned authorities in respect of the names before respective portion mentioned in the aforesaid Deed Settlement.

ANDWHEREAS said Sambhu Nath Majumder and Ranabir Majumder sold out their respective properties being Pr. No. 80 and 81, Mohendra Mondal Road which has been fully described in the Schedule below and hereinafter referred to as the "said premises" to the present vendors i.e. Smt. Baby Dey , Miss. Jhuma Dey and Miss. Soma Dey by valuable consideration by way of Deed of Conveyance dated 20.10.2008.

The aforesaid Deed of Purchase was registered before the D.S.R. at Alipore and recorded therein in Book No. I, CD Volume no. 2, Pages 4929 .to 4940 Being Deed No 06543, for the year 2008.

ANDWHEREAS the Vendors herein after purchase the "said premises" described in the Schedule below, being absolute owners of the "said premises" enjoying the same freely and smoothly without any obstruction from any corner mutating their names before the Kolkata Municipal Corporation and other concerned offices and have been paying ground rents and taxes regularly.

ANDWHEREAS after mutation the said premises has been renumbered 58/A, Mohendra Mondal Road, having new Assessee No. 31-106-11-0156-5.

ANDWHEREAS the Vendors for various cogent reasons have declared to sell the "said Premises" and the purchaser has proposed to purchase the "said Premises" at a total consideration of a sum of Rs...90,00,000/- (Rupees Winety lakhs) only to which proposal the Vendors have agreed and the vendors have accepted full amount of consideration money i.e. the sum of Rs. 90,00,000/- (Rupees Ninety Lakhs) only from the Purchaser by Bank drafts, the receipt whereof the Vendors hereby acknowledge as per Memo of Consideration given hereunder.

NOW THIS DEED WITNESSES that in pursuance of the said offer and acceptance and the purchaser's paying the entire amount of consideration money i.e. a 90,00,000/- (Rupees Ninety Lakhs) only paid by the purchaser to the Vendors, the receipt whereof the Vendors hereby admit and acknowledge as per Memo of Consideration given hereunder, and the Vendors do hereby release and forever discharge the purchaser the "said Premises" and the Vendors do hereby absolutely and indefeasibly grant, convey, sell, transfer and assign unto and upon the purchaser free from all encumbrances. charges, liens, trust, amenities, lispendens, attachment and debutter, wald, charges for maintenance residence or otherwise easement or any acquisition or requisition in respect of the "said Premises" i.e All that part and parcel of Bastu land measuring about 6 (six) Cottahs 4 (four) Chittacks 35(thirty five) square feet be the same or little more less alongwith 300 sq,ft. RT Shed alongwith all sorts of easement' right over the path passages. side spaces thereto lying and situated at premises being no. 58/A, Mohendra Mondal Road, (formerly known as 80 and 81 Mohendra Mondal Road), P.S. Kasba, (formerly Tollygunge), District - South 24 Parganas, J L NO. 19, R S No. 2, Touzi No. 10,12 and 13, Khatian no. 1732, Dag No. 2225, Ward No.106 within the Kolkata Municipal Corporation under the A.D.S.R. Sealdah which has been fully described in the Schedule given hereunder and shown by Red bordered line in the Plan annexed hereto

together with water, electric, sewerage, lines, electric lines including all sorts of easement rights over the "said premises" alongwith all sorts of common rights over the common passages.

HOWSOEVER OTHERWISE the "said Premises" or any part thereof now is or are or at any time heretofore was or were situated, butted, bounded called, known, numbered and described or distinguished TOGETHER WITH all ways, and paths, passage, common passages, drains, lights, privileges, easements, appurtenances whatsoever to the said land and building belonging to or in anywise appertaining and reputed or known to be part or parcel or member thereof now or heretofore held, used and occupied or enjoyed therewith, the reversion, reversions, remainder, remainders, rents and current issues and profits thereon AND ALL the rights, title and interest claim and demand of the said Vendor unto and upon the said land and the 'said Premises' and every part thereof TOGETHER WITH original of all deeds, documents, pattahas, intuniments, writings and evidence of title relating to the said land and structures or any part or parcel thereof which now is or are or hereafter shall or may be in custody power or possession of the Vendors or any person or persons from whom they can or may procure the same without any action or suit or at law or in equity and to HAVE AND TO HOLD the "said Premises" hereinbefore expressed to be hereby absolutely granted, sold, conveyed, transferred, assured

and assigned or expressed or intended so to be with all her rights, members, appurtenances whatsoever unto and to the use of the purchaser absolutely and forever and free from all encumbrances whatsoever and the Vendors do hereby covenant with the purchaser that the "said Premises" is free from all encumbrances and it is not subject matter of any acquisition, requisition and not under any litigation or attachment or otherwise notwithstanding any act, deed or things whatsoever by the Vendors made, done, executed or knowingly suffered to the contrary, the Vendors have good right, full power and absolute authority and indefeasible title to grant and transfer the "said premises" and every part thereof unto and to the use of the purchaser in the manner aforesaid AND THAT the purchaser shall and may at all times henceforth peaceably and quietly posses and enjoy the "said Premises" and every part thereof and rents, issues and profits thereof without any lawful action, eviction, interruption, claim or demand whatsoever from or by the Vendors or any person claiming lawfully or equitably claiming through under or in trust for their free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise. by and at the costs and expenses of Vendors AND THAT the Vendors will well and sufficiently indemnify if in future it is transpired that there is any defect of title of the Vendors in the "said premises" and for that any loss is to be sustained by the purchaser AND FURTHER that the Vendors and all persons

having or lawfully and equitably claiming as aforesaid shall and will from time to time and at all times hereafter at the request of the purchaser or person or persons requiring the same do or execute or cause to be done or executed all such deeds acts matters and things whatsoever for further better and more perfectly assuring the same lands and structures and every part thereof unto and to use of the purchaser in the manner aforesaid as shall or may be required AND the purchaser by virtue of this present Deed of Conveyance will have every right to sell, gift, mortgage, lease or transfer in any way and erect building on the "said Premises" in the manner as per desire of the purchaser being the absolute owner of the "said Premises" without any prior consent of any one for which the Vendors and her successors in interests shall have no right to raise any objection in any manner the Vendors further covenant that there is no dues in respect of the "said premises" towards Municipal taxes, electric charges, however, if any Municipal taxes are detected due till to date the Vendors shall pay those due taxes and Electric bill (if any)...

The Confirming Party herein the husband of Vendor no. 1 and father of the Vendors No. (2) and (3) states that the statements made by the Vendors are all true and the Confirming Party hereby confirms the Deed of Conveyance..

The vendor also has handed over to the purchaser all the original documents relating to the title of the "said premises" and deliver khas possession of the "said premises" to the purchaser.

SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE "SAID PREMISES" WHICH IS HEREBY SOLD OUT)

All that part and parcel of Bastu land measuring about 6 (six) Cottahs 4 (four) Chittacks 35(thirty five) square feet be the having cemented floor and 55 years old same or little more less alongwith, 300 sq.ft. RT Shed, alongwith all sorts of easement right over the path passages, side spaces thereto lying and situated at premises being no. 58/A, Mohendra Mondal Road, (formerly known as 80 and 81 Mohendra Mondal Road, P.S. Kasba (formerly Tollygunge) District South 24 Parganas , J L NO. 19, R S No. 2, Touzi No. 10,12 and 13, Khatian no. 1732, Dag No. 2225, Ward No. 106 within the Kolkata Municipal Corporation under the A.D.S.R. Sealdah, which has been fully described in the Schedule given hereunder and shown by Red bordered line in the Plan annexed hereto together with water, electric, sewerage lines alongwith all sorts of rights over the "said premises" (which is a residential premises) including all sorts of easement rights, together with all sorts of common rights over the common passages which butted and bounded as follows:

On the North Partly other premises (building) and

then partly 8' wide common passage

On the East Partly 126, Mohendra Monal Road

(building) and partly 88, Vivekananda

Sarani (premises).

On the South Partly Pr no. 79 and 79/1, Mohendra

Mondal Road (Building), partly by

12' wide common passage

On the West Partly other buildings and partly 84,

Mohendra Mondal Road (building)

IN WITNESSES WHEREOF the Vendors, Purchaser and Confirming Party sign this Deed on the day, month and year mentioned above in presence of

Thurnadey Poma Dey .

(BVB) DEX)

SIGNATURE OF THE VENDORS

Cover Good food the

2. Ruly Bhatlacheyir Advocate

Civil Court Scaldah Kolkala-700014

SIGNATURE OF THE PURCHASER

Prografice Dey

3. Tomonardilo Dora

SIGNATURE OF THE CONFIRMING

Samir Bhuttackomp. 6 Mojnal Kanti Majumdur 3/40 Bijaygarh Kal-32 30/1, Radha Madhar Dattagardurlan (druh Mulli Beleaghala, Kalkala-700010

(3)

MEMO OF CONSIDERATION

Received from the purchaser full amount of Consideration money as per instructions by the Vendors in the following manner:

On 1.3.2013 by Bank draft Vide no 98.2015did...13.793; 2012 Issued on 1800 St. 24 Todos., Beliogkala Branch in the name of the Vendor

19:93-2013 by Bank draft Vide no. 0.3.00 914 ... dtd. (3:03-2013 Issued on Book of India, Religiosas Branch in the name of the Vendor

No. 2 On -2013 by Bank draft Vide no.0399994...dtd.13:93-2013 Issued on Dook of India, Religion

Branch in the name of the Vendor No. 3

Rs. 30,00,000.00 Rs. 90,00,000.00

Rs. 30,00,000.00

Rs. 30,00,000.00

(Rupces Ninety Lakhs) only

SIGNATURE OF THE VENDORS

WITNESSES:

Drafted by me and prepared in my office, ... Read over and explained by me

(Swapan Kumar Sircar)

Advocate, Civil Court, Scaldah, Kol-14.

Computerised by:

Aluka. Swamiji Pally, Baguihati, Kol-59

SALE DEED PLAN OF THE LAND WITH R. T. SHED STRUCTURE THEREON SITUATED AT PREMISES NO.-58/A (FORMERLY 80 & 81) MAHENDRA MONDAL ROAD, KOLKATA - 700078, P.S.- KASBA, DAG NO.-2225, KHATIAN NO.-1732, J. L. NO.-19, MOUZA - GARFA, WARD NO.-106, UNDER KOLKATA MUNICIPAL CORPORATION

SOLD OUT PREMISES SHOWN BY RED BORDER LINES.

AREA OF SOLD OUT LAND: 6 K 4 CH 35 S. FT. AREA OF SOLD OUT R. T. SHED: 300 S. FT.

NAME OF VENDORS: (1) SMT. BABY DEY.

(2) MISS JHUMA DEY.

(3) MISS SOMA DEY.

NAME OF PURCHASER: DR. ARCHANA MAJUMDER. NAME OF CONFIRMING PARTY: SRI PRASANTADEY.

8'-0 WIDE COMMON PASSAGE SA VIVEKANMON SARANI 59'-0" BB. YIVENANI BB 28% 90'-0" 1240 W 14 79 & 79/I MAHENDRA HONDAL ROAD KOLKATA- 700070 1"=30-

SIGNATURE OF VENDORS

SIGNATUE OF PURCHASER

Prouvota D

SIGNATURE OF CONFIRMING PARTY

> GOUTAM SAHA : L.B.S. No.-451

Kolkata Municipal Corporation

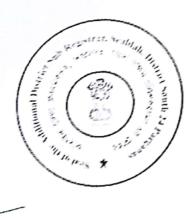
SIGNATURE OF L.B.S.



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| Signature | | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 929 to 950 being No 00973 for the year 2013.



(Jaideb Pal) 19-March-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SEALDAH West Bengal