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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

₹ 10,53,000/-

D 055712



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B/A 45

11/26  
A 2350

Subject "A" Fee Rs. 3333

11/26  
Aokhale RB + LA A. 4. 08

376730 + 888218

3.4.08 + 21.3.08

14,000/- + 1,000/-

**DEED OF CONVEYANCE**

888215  
31.3.08  
45000/-

(The Property Valued at Rs. 7,50,000/-)

**THIS DEED OF CONVEYANCE** is made on this 2<sup>nd</sup> day of April in the year Two Thousand and Eight (2008) of the Christian Era.

**BETWEEN**

**SMT. SIMA GUPTA** wife of Shri Ashrubaran Gupta, by faith-Hindu, by occupation- House Hold Work, permanent residing at 177/C, Sarat Ghosh Garden Road, Kolkata-700 031 and present residing at 210, J. U. Housing Cooperative Society, P.S.- Kasba, Kolkata- 700 094, hereinafter called and referred

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S Gupta  
16/4/08

to as the "**VENDOR**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and /or assigns etc.) of the **ONE PART**.

**AND**

**"M/S. CALVIN MARKETING PVT. LTD."**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4<sup>th</sup> floor, Kolkata- 700020, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context shall include their successors in interest, agents and assign etc) of the **OTHER PART**.

**WHEREAS** one **Biraj Chandra Mondal** became the absolute owner and occupier, seized and possessed of and/ or otherwise well and sufficiently entitled to ALL THAT landed property measuring more or less 15.81 Acres by way of a "Deed of Amicable Partition" comprising in C.S. Dag no- 417 under C.S. Khatian no- 133, in the Mouza- Madurdaha which was registered in the office of D.R. Alipur on 06/08/1954 and duly recorded in Book no- I, Volume no- 86, Pages in written- 272 to 282, Deed no- 5530 and for the year 1954.

*Further*

**AND WHEREAS** the said Biraj Chandra Mondal while enjoying the right, title, interest and possession in respect of the aforesaid property i.e., 15.79 Acres, recorded his name in R.O.R during the Revisional Settlement in 1956 in respect of R.S.Dag no- 423 under R.S. Khatian no- 142 in Mouza- Madurdaha as "**Rayati**".

**AND WHEREAS** while the said Biraj Chandra Mondal was enjoying the right, title and possession in respect of the said 15.79 Acres of land, comprising in R.S. Dag no- 423 under R.S. Khatian no- 142 in Mouza- Madurdaha died leaving intestate behind his two sons namely **Shri Tarani Kanta Mondal, Shri Banamali Mondal** and one daughter namely **Smt. Ekadashi Polley**. As a result thereof, the said Shri Tarani Kanta Mondal, shri Banamali Mondal and Smt. Ekadashi Polley finally became the joint owners in respect of their 15.79 Acres landed property.

**AND WHEREAS** while the said **Shri Tarani Kanta Mondal, Shri Banamali Mondal** and **Smt. Ekadashi Polley** were enjoying the right, title, interest and possession in respect of their 15.79 Acres landed property, made a 'E' Scheme in respect of said landed area and demarcated in different small plots and as such out of the several plots, one demarcated plot being numbered as **PLOT No- 84** measuring about 3 Kattahs was sold and transferred to one **Shri Kamal Kumar Mitra**, son of Shri Ramendra Nath Mitra by way of a 'Deed of Conveyance' which was delineated in the plan annexed therein in 'RED' colour and was registered in the office of the D.S.R. Alipore on 08/08/1978 and duly recorded in Book no- 1, Volume no- 169, Pages in written from 206 to 212, Being no- 4708, and for the Year 1978.

*S Gupta*

**AND WHEREAS** while the said **Shri Kamal Kumar Mitra** was enjoying the right, title, interest and possession in respect of 3 Kattahs landed property comprising in R.S. Dag no- 423 under R.S. Khatian no- 142 in Mouza- Madurdaha, sold, convey and transferred to one **Smt. Sima Gupta**, wife of Shri Ashrubaran Gupta by way of a 'Deed of Conveyance' which was delineated in the plan annexed therein in 'RED' colour and was registered in the office of the D.S.R. Alipore on 07/03/1980 and duly

recorded in Book no- 1, Volume no- 46, Pages in written from 95 to 99, Being no- 1526, and for the Year 1980.

**AND WHEREAS** while the said **Smt. Sima Gupta** has been enjoying the right, title, interest and possession in respect of the aforesaid land comprising in R.S. Dag no- 423 under R.S. Khatian no- 142 in Mouza- Madurdaha mutated her name before the B.L&L.R.O. authority vide Memo No- 18/1739/MUT/Addl.B.L&L.R.O/T.M/98 dated 08/03/1999 and Reference No- 1635/1998 and the present Vendor has been enjoying, possessing and holding the same with all absolute rights of ownership and she has mutated her name before the authority of Kolkata Municipal Corporation vide **Assessee no. 31-108-05-0987-3** and she has been paying her taxes regularly in respect of schedule **premises no. 988, Madurdaha, Kolkata- 700 107.**

**The Vendor** being in financial requirement, has decided to sell out and transfer the demarcated portion being Premises No- 988, Madurdaha containing land measuring **03 Kattahs** more or less fully mentioned in the schedule below hereunder written and herein after called the said land at a price of **Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only)** free from all encumbrances, charges, mortgages, disputes, *S Gupta* **dependences, acquisitions, requisitions, alignments.**

**AND WHEREAS** the Vendor has assured and represented unto the purchaser as follows:

- 1) The Vendor is having permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and is entitled to deal with transfer the

said land without any restriction, dispute, denial, claim or obligation from any body else.

- 2) The said demarcated land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendor has duly paid all rates, land revenues, municipal taxes including all other impositions and/or outgoings payable in respect of her share of land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendor has not received and is not aware of any notice of acquisitions or requisition or alignments of the said land or any part thereof and no suit or proceedings relating to the said land has been initiated and /or is pending in any court of law and the said land is free from any lispendences.
- 5) The Vendor has not entered into any agreement with any third party for sale or otherwise in respect of the Schedule demarcated share of land or any portion thereof.
- 6) The Schedule land has not been given for agriculture to any "CHASI", "BHAGCHASI" and /or any "JOTEDAR".
- 7) That the Schedule land is **Sali** in nature. /

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**AND WHEREAS** the purchaser is satisfied as to the marketability of the schedule land and vendor's right, title and interest therein, the purchaser has agreed to purchase the Schedule land and pay the aforesaid consideration money to the Vendor in the manner and on the terms & conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSES** that in pursuance of the said agreement and in consideration of the said sum of **Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only)** paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt of which the Vendor hereby admit and acknowledged and discharged the purchaser & the schedule land). The Vendor hereby sell, convey, transfer, grant, assure and assign to and unto the Purchaser, the SAID LAND fully described in the schedule hereunder written and hereinafter and before called the "SCHEDULE LAND" TOGETHER WITH all the legal incidents thereof AND also all deeds, Pattas and porchas, title deeds exclusively relating thereto AND also with all rights, privileges, easements, rents, issues and profits and yield thereof AND all the estate right, title, interest, property claim and demand whatsoever of the Vendor into and upon the said premises AND all other benefits and rights appertaining thereto AND various rights in all approaches, paths, passages thereto TOGETHER WITH all its rights, liberties, privileges, easements and quasi-easements whatsoever at law and in equity to and unto the Purchaser TO HAVE AND TO HOLD the same in equal shares absolutely and forever as heritable and transferable estate in simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispences whatsoever but subject to payment of annual land revenue (Khajna) thereof now payable to the Government of West Bengal.

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**THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:**

- 1) The right, title and interest in the land of the said premises which the Vendor do hereby profess to transfer and that the Vendor has the absolute right, full power and absolute

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authority to grant, sell, convey transfer unto the Purchaser, ownership entitlements, rights, title and interest in the said undivided land together with the benefits and rights in the manner aforesaid including rights to easements thereof in the manner aforesaid.

II) The Purchaser shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said land or any part thereof and the Purchaser shall have the right to mutate its names in respect of the said land and to construct building or buildings with the prior sanction or approval of the concerned authority.

III) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said land and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendor and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

IV) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser and from time to time make do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the schedule land together with the benefits and rights hereby granted unto the Purchaser.

V) The Vendor has not done any act, deed or thing or made any grant whereby or by reason whereof the transfer of land hereby made and the rights of the Purchaser hereunder may be prejudicially affected.

**VI)** That the Vendor hereby further declare that the Schedule mentioned property or any part thereof was / is not affected by any provisions of West Bengal Land Reforms Act or West Bengal Land Requisition & Acquisition Act, 1948 or Land Acquisition Act, 1894 or West Bengal Land Regulation Act or if any other provision or any other Act or Acts.

**VIII)** That if any error or omission in the recital of the 'Deed of Conveyance', transpires at a later date, the Vendor at the cost and request of the purchaser shall do and execute or cost to be done or executed any 'Deed of Rectification' in favour of the Purchaser.

### **SCHEDULE PROPERTY**

**ALL THAT** piece and parcel of net land containing an area more or less **3 Kattahs** situate within **Mouza- Madurdaha**, **R.S. Dag no - 423**, under R.S Khatian no -142, corresponding to C.S. Dag no- 417 under C.S. Khatian no- 133, J.L no - 12, Touzi no- 2998, in R.S. no- 212, **Police Station- Tiljala**, District- 24 Pargana (S), being Scheme Plot No-E 84 **now known & numbered as Premises no- 988, Madurdah**, Kolkata- 700 107, within Borough No-XII under K.M.C ward no-108 together with all rights of easements, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and more fully shown in the copy of annexed plan delineated in the "**RED BORDER**" which is butted and bounded as follows:-

**ON THE NORTH** : 30 ft wide road.

**ON THE SOUTH** : Land appertaining to R.S.Dag No-423/462.

**ON THE EAST** : Land appertaining to R.S.Dag No-423 being Scheme Plot No- E 89/A.

**ON THE WEST** : Premises No-1532 Madurdah being Scheme Plot No-E 83 & E 72.



IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hand and seal on the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1. Prabir Kumar Saha.  
6A, Rani Bhatani Rd.  
Kolkata-700026.

1) Sima Gupta

2. Anil Kumar Biswas  
Anusara Pur  
Cal 78

**SIGNATURE OF VENDOR**

**For CALVIN MARKETING PVT. LTD.**

**AUTHORISED SIGNATORY**

**SIGNATURE OF PURCHASER**

Drafted by me as per documents and information furnished by the Vendors.

**Advocate**

**MD MAHFUZ TAKRIM**  
B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R.  
Advocate, Surveyor, Valuer, Real Estate Manager  
Sr. Law Officer  
EDEN GROUP  
6C, Elgin Road, Kolkata-20

### MEMO OF CONSIDERATION

**RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) being the consideration in full and final payment as per memo below:**

#### MEMO :

SL. NO	PARTICULAR :	ISSUED IN THE NAME OF	AMOUNT IN RUPEES :
1.	Banker's Cheque vide no. 120015 dated: 31/03/2008 issued by ICICI Bank Limited.	SIMA GUPTA	Rs. 3,75,000/-
2.	Banker's Cheque vide no. 120433 dated: 02/04/2008 issued by by ICICI Bank Limited.	SIMA GUPTA	Rs. 3,75,000/-
TOTAL			Rs. 7,50,000/-

**TOTAL RUPEES SEVEN LAKHS FIFTY THOUSAND ONLY.**

**WITNESSES:**

1. Prabir Kumar Saha.  
6A, Rani Bhabani Rd.  
Kolkata-700026.
2. Dipak K. Misra.  
Aushan pur.  
Col 78

Sima Gupta  
SIGNATURE OF THE VENDOR

Names & Signatures  
of the Executants /  
Presentant

### SPECIMEN FOR TEN FINGERPRINTS



*Adhikari*



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*Sima Gupta*



Little Ring Middle (Left Hand) Index Thumb



Thumb Index Middle (Right Hand) Ring Little



Little Ring Middle (Left Hand) Index Thumb



Thumb Index Middle (Right Hand) Ring Little



Little Ring Middle (Left Hand) Index Thumb



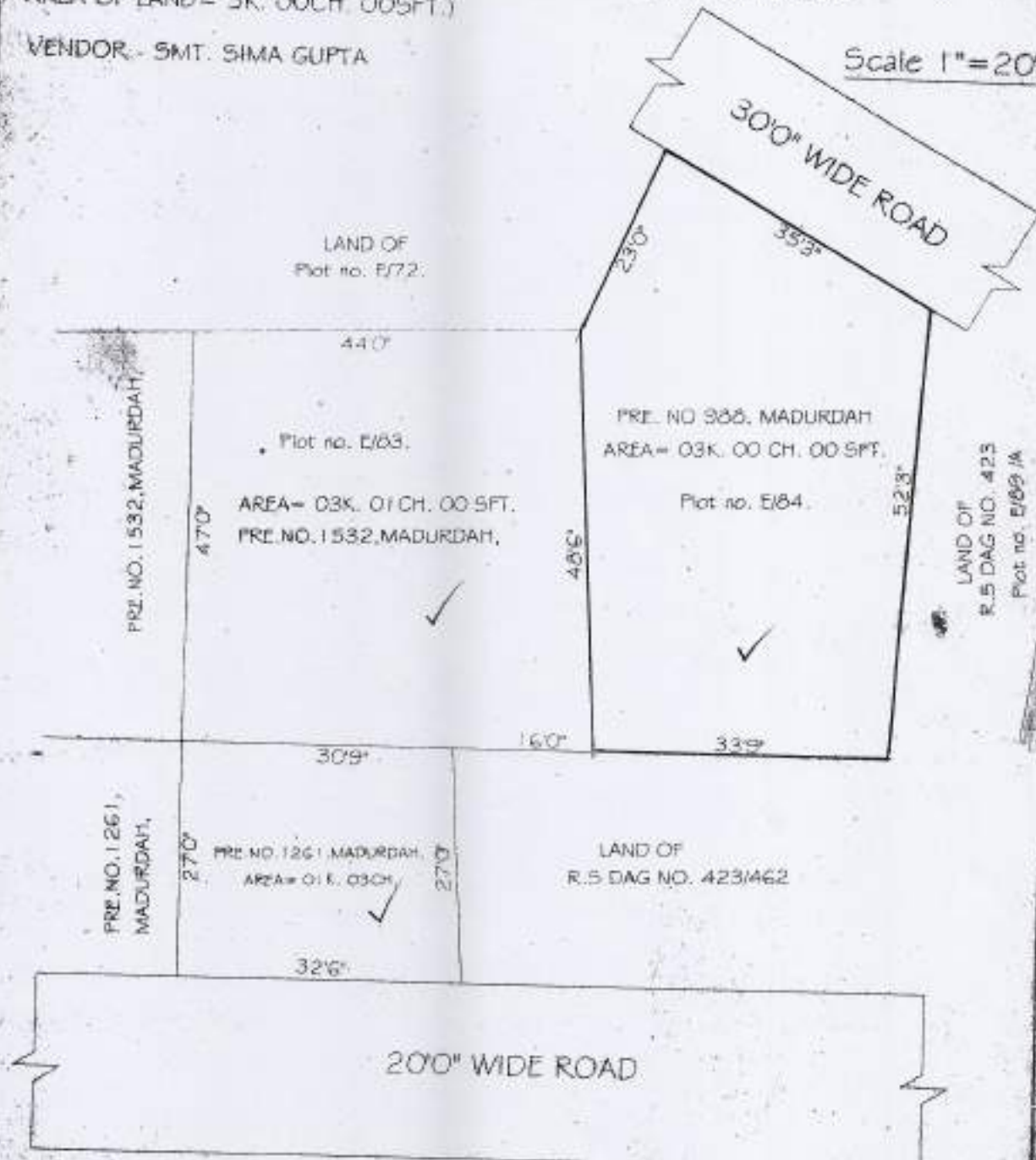
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SITE PLAN SHOWN THE PLOT OF LAND AT PREMISES NO. 988, MADURDAH, SITUATED AT R.S. DAG NO - 423(PART), UNDER R.S. KHATIAN NO. - 142, MOUZA - MADURDAH, J.L. NO. 12, P.S. NO. - 212, TOUZI NO-2998, UNDER K.M.C. WARD NO. 108, P.S. TILJALA, KOLKATA-700 107, SHOWN IN RED BORDER SOLD TO M/S. CALVIN MARKETING PVT. LTD. AREA OF LAND = 3K. 00CH. 00SFT.)



VENDOR - SMT. SIMA GUPTA

Scale 1"=20'



*Bijoy Sankar*  
 Sig. Of L.B.S.  
 BIJOY SARKAR, Civil Engg.  
 Surveyor  
 No. 42513

For CALVIN MARKETING PVT. LTD  
*Opdhami*  
 AUTHORISED SIGNATORY

*Sima Gupta*  
 Sig. Of Vendor

Registered in  
W/O NO. ....  
POLICY NO. ....  
PAGE NO. .... TO ....  
DATE NO. ....



*Handwritten signature or initials.*

ADDITIONAL REGISTRAR OF  
ASSURANCES KOLKATA.



*Handwritten number 9.*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 71  
Page from 1062 to 1076  
being No 03564 for the year 2008.



*DKC*  
(Dines Kumar Mukhopadhyay) 16-June-2009  
A. R. A. -I KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal