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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 1074938

7.57 4308

La Martini ecc. ed. 888029 + 888217 26.3.08 + 31.3.08 22200 + 2400



ADDITIONAL REGISTRAR OF ASSURANCE

633993

4.3.08

39730

DEED OF CONVEYANCE

(The Property Valued at Rs. 6,62,162/-)

THIS DEED OF CONVEYANCE is made on this 4th day of March in the year Two Thousand and Eight (2008) of the Christian Era.

BETWEEN

(1) SHRI TAPAS KUMAR DUTTA, (2) SHRI SUVA KANTI DATTA, both son of Shri Kalachand Dutta, by faith- Hindu, by occupation- Service, Sl. No- 1 residing at 19/1, Ram Krishna Lane, Kolkata-700 031 & Sl No-2 residing at 19D, Dhakuria Station Lane, Kolkata-700 031, hereinafter jointly called and referred to as the "VENDORS" (which term and expression shall unless excluded by or repugnant

A 7282 E 7 55 25 4

7373

Sale 6.02.10

A-7282 E-7 9-85 10-21 11-4

662 662 + 4.08

1532 + J. 150

7282

J. 150

to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and /or assigns) 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, 4th 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.

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 on 31/10/1964 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 landed area more or less 32 Bigha out of said 15.79 Acres landed property and demarcated in different small plots and as such out of the several plots, one demarcated plot being numbered as PLOT No- 83 measuring about 7 Kattahs 04 Chittaks 30 Square feet was sold and transferred to **SHRI TAPAS KUMAR DUTTA**, and **SHRI SUVA KANTI DATTA**, both sons of Shri Kalachand Mondal 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 10/07/1978 and duly recorded in Book no- 1, Volume no- 149, Pages in written from 170 to 176, Being no- 3967, and for the Year 1978.

AND WHEREAS while the said Shri Tapas Kumar Dutta, and Shri Suva Kanti Datta, have 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 their names before the J.L.& L.R.O. authority vide office case number 356(T) dated 7.09.1980 and **at that time by physical measurement the aforesaid land was 6 Kattahs 15 Chittaks** and similarly they have mutated their names before the authority of Kolkata Municipal Corporation vide Assessee no. 31-108-0519-01-5 and they have been paying their taxes regularly in respect of Schedule premises no. 1532, Madurdaha, Kolkata- 700 107.

The Vendors being in financial requirement, have decided to sell out and transfer the demarcated portion 3 Kattahs 01 Chittaks of

land out of said 6Kattahs 15Chittaks more fully mentioned in the schedule below hereunder written and hereinafter called the said land at a price of **Rs. 6,62,162/- (Rupees Six Lakhs Sixty-Two Thousand One Hundred Sixty-Two only)** free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

AND WHEREAS the Vendors have assured and represented unto the purchaser as follows:

- 1) The Vendors are 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 are 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 Vendors have duly paid all rates, land revenues, municipal taxes including all other impositions and/or outgoings payable in respect of their share of land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendors have not received and are 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 Vendors have 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.

AND WHEREAS relying on the said assurances and representation of the Vendors and believing the same to be correct and true, the Purchaser have agreed to complete the purchase of the Schedule land and pay the consideration money to the Vendors herein and have conveyance thereof.

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of **Rs. 6,62,162/- (Rupees Six Lakhs Sixty-Two Thousand One Hundred Sixty-Two only)** paid by the Purchaser to the Vendors at the time of execution of these presents (the receipt of which the Vendors hereby admit and acknowledged). The Vendors 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 Vendors 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 jointly in equal shares absolutely and forever as heritable and transferable estate in free 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 to the Government of West Bengal free from all encumbrances, trust, liens, charges and attachments.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

I) The right, title and interest in the land of the said premises which the Vendors do hereby profess to transfer and that the Vendors have the absolute right, full power and absolute 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 their 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 Vendors and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendors and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

IV) The Vendors 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 said premises together with the benefits and rights hereby granted unto the Purchaser as in the manner aforesaid.

V) The Vendors have 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 if it is found that the said premises is hereby sold, conveyed, transferred by the Vendors and if it is not free from all encumbrances as hereinbefore declared, the Vendors shall be liable both for civil and criminal actions which will be taken by the Purchaser and the Vendors will be further bound to refund the consideration money and also compensate of any loss to be sustained by the purchaser.

VII) That the Vendors hereby further declare that the Schedule mentioned property or any part thereof was / is not effected by any provisions of West Bengal Land Reforms Act or West Bengal Land Acquisition Act 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 Vendors at the cost and request of the purchaser shall do and execute or cost to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' whatsoever in favour of the Purchaser.

SCHEDULE PROPERTY

ALL THAT piece and parcel of net land containing an area more or less **3 Kattahs 01 Chittaks** 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- 133, J.L no - 20, Touzi no- 2998, in R.S. no- 212, **Police Station- Tiljala**, District- 24 Pargana (S), commonly known as **Premises no- 1532, Madurdah, Kolkata- 700 107**, 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 VERGE**" which is butted and bounded as follows:-

- ON THE NORTH** : Land of R.S. Dag no- 423.
- ON THE SOUTH** : Land of R.S. Dag no- 423/462.
- ON THE EAST** : Premises no. 988, Madurdah.
- ON THE WEST** : Part of R.S. Dag no- 423.

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. *Tapan Mallick*
188 Hossenpur
Kolkata-700107

1. *Tapan Kumar Dutt*

2. *Komal Ghosh*
314 Dharmatala Road
Calcutta - 70

2. *Soma Kanti Datta*

SIGNATURE OF VENDORS

For CALVIN MARKETING PVT. LTD

[Signature]

AUTHORISED SIGNATORY

SIGNATURE OF PURCHASER

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

[Signature]

Advocate

MD MAHFUZ TAKRIM
B.Sc. B.L. B.A. (Co-ops) M.A. LL.B. G.V.R.
Advocate, Kolkata
6C, Elgin Road, Kolkata-20

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 6,62,162/- (Rupees Six Lakhs Sixty-Two Thousand One Hundred Sixty-Two 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. 119791 dated: 04/03/2008 issued by ICICI Bank Limited Bhowanipore Branch	TAPAS KUMAR DUTTA	Rs. 3,31,081/-
2.	Banker's Cheque vide no. 119792 dated: 04/03/2008 issued by ICICI Bank Limited Bhowanipore Branch	SUVA KANTI DATTA	Rs. 3,31,081/-
TOTAL			Rs. 6,62,162/-

RUPEES SIX LAKHS SIXTY-TWO THOUSAND ONE HUNDRED SIXTY-TWO ONLY.

WITNESSES:

1. Tapan Mallick
138 Hossen Puri
Kolkata-700107

1) Tapas Kumar Dutta

2. Komal Ghosh
317 Oberoi Market Road-1
Kolkata - 700039

2) Suva Kanti Datta

SIGNATURE OF THE VENDORS

& Signatures
of Executants /
Presentant

SPECIMEN FOR TEN FINGERPRINTS



[Handwritten signature]

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Thumb	Index	Middle (Right Hand)	Ring	Little



[Handwritten signature]

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Thumb	Index	Middle (Right Hand)	Ring	Little



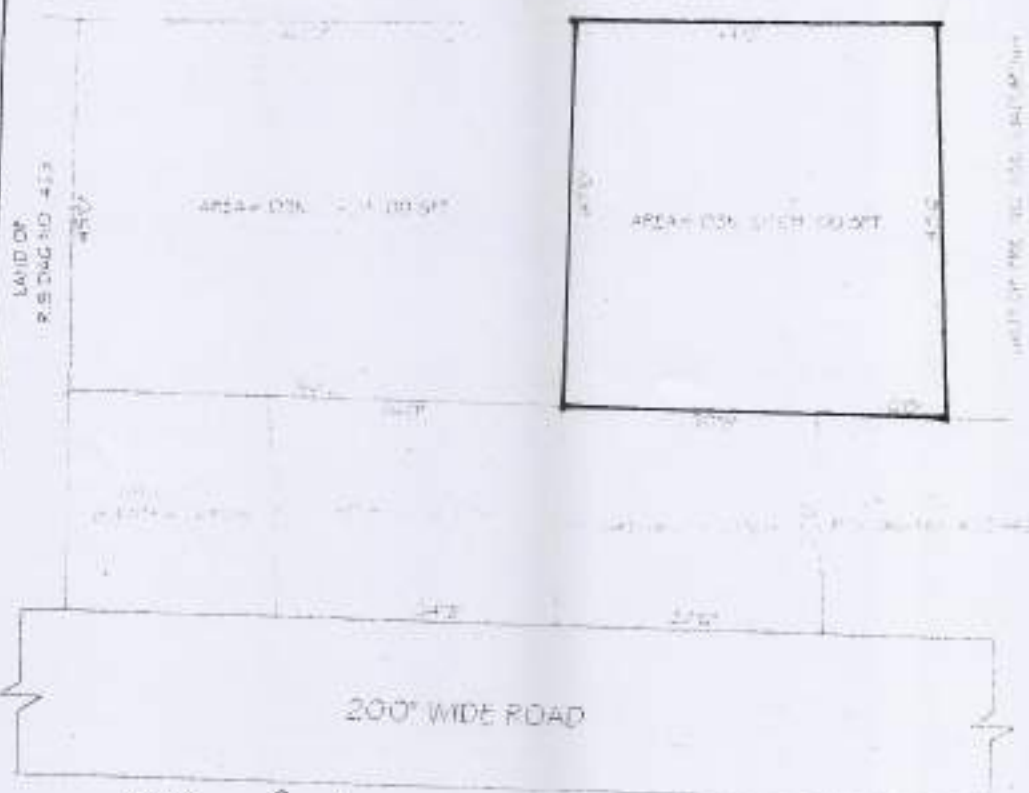
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Thumb	Index	Middle (Right Hand)	Ring	Little

SITE PLAN SHOWING THE PLOT OF LAND AT PREMISES NO. 1932, MADURDAH
 SITUATED AT R.S. DAC NO. 42/2/86. ...
 AREA: ...
 ...

Scale: 1" = 20'



Bijoy Sarkar For **CALVIN MARKETING PVT. LTD** *Inspector and Draftsman*

Sig. Of J.B.S.

[Signature]
AUTHORISED SIGNATORY

[Signature]
 Sig. Of Vendor

THE UNIVERSITY OF CHICAGO



6

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