10378/12

1-09502/V



अन्तियवका पश्चिम बंगाल WEST BENGAL

F 910473

Certified that the document is admitted to registration, The signature sheet and endorsement sheets attached to this document are the part of this document.

Additional District sub-Registrar Cossipore, Dum Dum, North 24 Page

14 SEP 2012

Convey/22002

#### DEED OF CONVEYANCE

THIS INDENTURE made on this Manday of Manday o

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ক্রেতার নাম	ARUN ED
ষ্টাম্প ভেভার স্বাক্ষর	ARON KR. BHOWMICE
বিধান নগর (সল্টলেক সিটি) এ ডি. এস আর ও	ADVOCATE COURT, KOLKATA
মোট স্টাম্প কর তাং <u>০০০০</u> ০ চালান নং মোট কত টাকা খরিদ	2 5 JUN 2012
টেজারী বারাকপুর ভেভার মিতা দত	580000

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Addl. District Sub-Registrar Cossipore, Dum Dum, 24 Pds. 30

14 SEP 2012

Motate Sudin Guha 63/21 Dum Dum Road. Icollegta - Toroth

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be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the ONE PART. The Vendor No. 1 herein, is represented by her Constituted Attorney SRI JAYANTA CHOWDHURY son of Late Shib Narayan Chowdhury, by faith – Hindu, by Occupation – Business, proprietor of M/S. SPACE at 9/1, Nalini Sarani Street, Kolkata – 700 004 vide Power of Attorney dated 17.03.2008 through Pamela Marshall Small, Notary Public, of Baltimore City, Maryland, U.S.A; and the Vendor No. 2 herein, is represented by her Constituted Attorney SRI JAYANTA CHOWDHURY son of Late Shib Narayan Chowdhury, having Income Tax Permanent Account No. (PAN) "ACLPC2214K", by faith – Hindu, by Occupation – Business, proprietor of M/S. SPACE at 9/1, Nalini Sarani Street, Kolkata – 700 004 vide Power of Attorney dated 18.01.2008 registered at the office of the Registrar of Assurances, Calcutta, copied in Book No. IV, Being No. 367 for the year 2008.

#### AND

SRI JAYANTA CHOWDHURY son of Late Shib Narayan Chowdhury, proprietor of M/S. SPACE, having its registered office at 9/1, Nalini Sarani Street, Kolkata – 700 004, hereinafter jointly called the CONFIRMING PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

#### AND

SRI SUMEN MODAK son of Sri Pradip Modak, having Income Tax Permanent Account No. (PAN) "AMJPM7157M", by faith — Hindu, by Occupation — Business, residing at 29/1, Narashingha Avenue, P.S. Dum Dum, Kolkata — 700 074, hereinafter jointly called the PURCHASER, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS Bon Behari Guha, was well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 04 Cottahs 06 Chittaks with one storied building comprised in C.S. Dag No. 76, R.S. Dag No. 209, under C.S. Khatian No. 688, R.S. Khatian No. 2076, with other properties at Mouza – Satgachi, Holding No. 3 and 4, Nagerbazar Road, Police Station – Dum Dum, vide Deed of Partition dated 26.09.1953 registered at the office of the District Registrar Alipore, copied in Book No. I, Volume No. 68, Pages 252 to 260, Being No. 5773 for the year 1953 and Revisional Record of Rights.

AND WHEREAS after the death of Bon Behari Guha, his two daughters viz; Smt. Shyamali Ghosh, Dipali Neogi, became the joint owners of the aforesaid property by virtue of succession.

AND WHEREAS at the time of Recent Settlement the aforesaid property has been recorded in the name of Bon Behari Guha copied in L.R. Dag No. 218, L.R. Khatian No. 3475 at Mouza — Satgachi, Police Station — Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS after obtaining the said property Smt. Shyamali Ghosh, Smt. Dipali Neogi, duly mutated their names in the records of South Dum Dum Municipality being Holding No. 4, Nagerbazar Road.

AND WHEREAS Smt. Shyamali Ghosh and Smt. Dipali Neogi, the Vendors herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the Bastu land physically measuring an area 04 Cottahs 06 Chittaks with one storied building measuring an area 400 Sq.ft; with other properties comprised in C.S. Dag No. 76, R.S. Dag No. 209, L.R. Dag No. 218, under C.S. Khatian No. 688, R.S. Khatian No. 2076, L.R. Khatian No. 3475, at Mouza — Satgachi, Holding No. 3 and 4 now 4, Nagerbazar Road, Police

Station – Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS by an Agreement Smt. Shyamali Ghosh and Smt. Dipali Neogi, described therein as the Vendors, have agreed to sell and Sri Jayanta Chowdhury, described therein as the Purchaser, the Confirming Party herein, has agreed to purchase ALL THAT piece or parcel of land measuring an area 04 Cottahs 06 Chittaks with one storied building measuring an area 400 Sq.ft; with other properties comprised in C.S. Dag No. 76, R.S. Dag No. 209, L.R. Dag No. 218, under C.S. Khatian No. 688, R.S. Khatian No. 2076, L.R. Khatian No. 3475, at Mouza — Satgachi, Holding No. 3 and 4 now 4, Nagerbazar Road, Police Station — Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), at or for the price of Rs. 15,00,000/- (Rupees Fifteen Lac only) and subsequently paid the full consideration to the said Smt. Shyamali Ghosh and Smt. Dipali Neogi.

AND WHEREAS due to unavoidable circumstances the Confirming Party herein, not desirous to register the Deed of Conveyance in his favour and requested the Vendors to register the Deed of Conveyance in favour of the purchaser, as nominee of the Confirming party.

AND WHEREAS the Vendors have agreed to sell and the Confirming Party has agreed to Confirm and the Purchaser has agreed to purchase the said "Bastu" land measuring an area 04 Cottahs 06 Chittaks with one storied building measuring an area 400 Sq.ft; comprised in C.S. Dag No. 76, R.S. Dag No. 209, L.R. Dag No. 218, under C.S. Khatian No. 688, R.S. Khatian No. 2076, L.R. Khatian No. 3475, at Mouza — Satgachi, Holding No. 3 and 4 now 4, Nagerbazar Road, Police Station — Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), more fully and particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto and bordered RED thereon at or for the price of Rs. 15,00,000/- (Rupees Fifteen Lac) only.

#### **NOW THIS INDENTURE WITNESSETH THAT:-**

In pursuance of the oral agreement and in consideration of the said 1. sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only paid by the Purchaser to the Vendors through the Confirming Party at or before the execution of these presents (receipts whereof the Vendors doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge) and of and from the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the said plot of Land), the Vendors doth hereby grant, sale, transfer, convey, assign and assure and the confirming party hereby confirm unto the Purchaser the said plot of land i.e. ALL THAT the piece or parcel of Bastu Land admeasuring an area 04 Cottahs 06 Chittaks with one storied building measuring an area 400 Sq.ft; comprised in C.S. Dag No. 76, R.S. Dag No. 209, L.R. Dag No. 218, under C.S. Khatian No. 688, R.S. Khatian No. 2076, L.R. Khatian No. 3475, at Mouza - Satgachi, Holding No. 3 and 4 now 4, Nagerbazar Road, Police Station - Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), morefully described in the schedule hereto and delineated and demarcated on the Map or Plan annexed hereto and marked bordered "RED" thereon and hereinbefore as well as hereafter called "the said plot of land" OR HOWSOEVER OTHERWISE the said plot of land now is or at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, fixtures, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said plot of land or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be AND all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into, upon or in respect of the said plot of land or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said plot of land all and singular, the lands hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions, vestings and alignments whatsoever;

# II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- That notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the Vendors are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said plot of land, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid;
- aforesaid, the Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said plot of land, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;

- iii) AND THAT the said plot of land mention in the Schedule hereunder written, rights and benefits hereby granted, sold, conveyed, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances, demands, claims, charges, liens, attachments, vestings, leases, lispendens, uses, debutters or trusts made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the said plot of land from under or in trust for the Vendors;
- iv) AND THAT the Vendors have, at or before or at the time of the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the said plot of land and tile shed structure to the Purchaser and the Vendors have no claim of any nature whatsoever against the Purchaser;
- v) AND THAT the Purchaser shall and may from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the said plot of land and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors;
- vi) AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendors, well and sufficiently entitled saved and indemnified of, from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendors or any of their predecessors-in-title or any person lawfully or equitably claiming as aforesaid;

- vii) AND THAT the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, vesting, attachments, lispendens, uses, debutters, trusts, claims and demands or any and every nature whatsoever by or against the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the said plot of land or any part thereof;
- viii) AND ALSO THAT the Vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said plot of land or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said plot of land and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required;
- ix) AND ALSO THAT the Vendors have not at any time heretofore done or executed or knowingly suffered or been party to any act, deed, matter or thing whereby the said Schedule property and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;

#### SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of "BASTU" land measuring an area 04 Cottahs 06 Chittaks with one storied building measuring an area 400 Sq.ft; constructed in the year 1953 comprised in C.S. Dag No. 76, R.S. Dag No. 209, L.R. Dag No. 218, under C.S. Khatian No. 688, R.S. Khatian No. 2076, L.R. Khatian No. 3475, at Mouza — Satgachi, Holding No. 3 and 4 now 4,

Nagerbazar Road, Police Station – Dum Dum, within the limits of South Dum Dum Municipality, Addl. District Sub-Registration office Cossipore Dum Dum, and according to the settlement records of rights finally published the plot is comprised at Parganas – Kalikata, J.L. No. 20, in the district of 24-Paraganas (North).

### The Property is butted and bounded in the manner as follows: -

ON THE NORTH

16' feet wide Road.

ON THE SOUTH

Others Building.

ON THE EAST

Others Building.

ON THE WEST

8' feet Common passage.

**IN WITNESSES WHEREOF,** the Vendors, Confirming Party & Purchaser have hereunto set and subscribed its hands on the day, month and year first above written.

#### SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1. Amon on

Luyanth Chithy.

(JAYANTA CHOWDHURY)
As Constituted Attorney of
Smt. Shyamali Ghosh, Smt.
Dipali Neogi.

SIGNATURE OF THE VENDORS

2. Rajob Bransmit Byzn Gosdran Pom

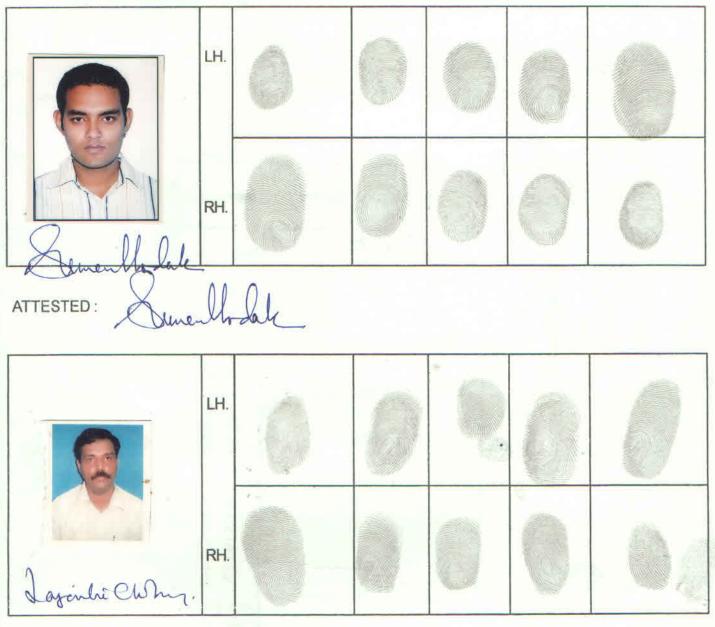
SIGNATURE OF THE CONFIRMING PARTY

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

# UNDER RULE 44A OF THE I.R. ACT 1908

N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

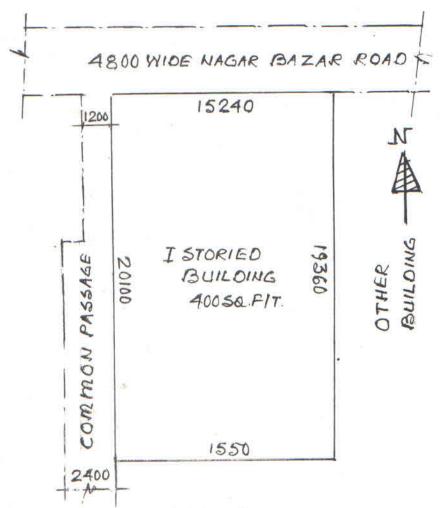


ATTESTED: Layenti Cluthy.

	LH.
РНОТО	
	RH.

SITE PLAN OF LAND WITH STRACTURE AT MOUZA - SATGACHI J.L. 20, C.S. DAG NO - 76, R.S. DAG NO - 209, UNDER C.S. KHATIAN NO - 688, R.S. KHATIAN NO - 2076, WARD NO - 15, HOLDING NO - 3 AND 4, NOW A NAGER BAZAROAD, P.S. DUM. DUM. DIST- 24 PGS (N) WITH IN THE LIMIT OF SOUTH DUM. DUM. MUNICIPALITY.

AREA OF LAND = AKH - 6CH - OSFT. (ML)
CONSTRUCTED AREA = 400SFT.



OTHER BUILDING

Jeganti Chim.

As Constituted Attorney
of Smt. Shyamali
Chesh and Smt.
Sipali Neogi

SIG. OF THE VENDOR

SIG. OF THE CONFIRMING
PARTY

SIG OF THE PURCHASER

DRAWN BY- Debokille

#### Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A.D.S.R. COSSIPORE DUMDUM, District- North 24-Parganas Signature / LTI Sheet of Serial No. 10378 / 2012, Deed No. (Book - I , 09502/2012)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Jayanta Chowdhury 9/1, Nalini Sarani Street, Kolkata, P.O.:-,West Bengal, India, Pin:-700004	14/09/2012	LTI 14/09/2012	Layate Cerry

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Jayanta Chowdhury Address -9/1, Nalini Sarani Street, Kolkata, P.O.:-, West Bengal, India, Pin:-700004	Attorney and as Confirming Par	14/0/2013	LTI	Layate Colly.
~ / /	Sumen Modak Address -29/1, Narasingha Avenue, Kolkata, Thana:-Dum Dum, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin:-700074	Self	14/09/2012	14/09/2012	Semallada
			14/09/2012	14/09/2012	

Name of Identifier of above Person(s)

Dipak Guha 63/21, Dum Dum Road, Kolkata, Thana:-Dum Dum, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700074 Signature of Identifier with Date zoipan Guha 14/09/12



(Utpal Kumar Basu) A. D. S. R. COSSIPORE DUMBUM Office of the A.D.S.R. COSSIPORE DUMDUM



## **Government Of West Bengal**

# Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number: I - 09502 of 2012

(Serial No. 10378 of 2012)

On

#### Payment of Fees:

On 14/09/2012

#### 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, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 14/09/2012

#### Amount by Draft

Rs. 103271/- is paid, by the draft number 378504, Draft Date 13/09/2012, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 14/09/2012

(Under Article: A(1) = 103257/- ,E = 14/- on 14/09/2012)

#### 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.-93,87,500/-

Certified that the required stamp duty of this document is Rs.- 657145 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 400000/- is paid, by the draft number 378502, Draft Date 13/09/2012, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 14/09/2012
- Rs. 256200/- is paid, by the draft number 378503, Draft Date 13/09/2012, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 14/09/2012

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

Presented for registration at 13.06 hrs on :14/09/2012, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Jayanta Chowdhury ,Executant.

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

Execution is admitted on 14/09/2012 bya/

1. Jayanta Chowdhury
Proprietor, M /s Space 9/10 Malini Sarahi Street, Kolkata, P.O.:-, West Bengal, India, Pin:-700004.
By Profession: Business

( Utpal Kumar Basu )
A. D. S. R. COSSIPORE DUMDUM

EndorsementPage 1 of 2

14/09/2012 01:47:00 P



# Government Of West Bengal Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number: I - 09502 of 2012 (Serial No. 10378 of 2012)

2. Sumen Modak, son of Pradip Modak, 29/1, Narasingha Avenue, Kolkata, Thana:-Dum Dum, P.O.:-.District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074, By Caste Hindu, By Profession : Business

Identified By Dipak Guha, son of Late Sudhir Guha, 63/21, Dum Dum Road, Kolkata, Thana:-Dum Dum, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700074, By Caste: Hindu, By Profession: Service.

## **Executed by Attorney**

Execution by

1. Jayanta Chowdhury, Representative of Proprietor, M /s Space, 9/1, Nalini Sarani Street, Kolkata, P.O. :- ,West Bengal, India, Pin :-700004. as the constituted attorney of 1. Shyamali Ghosh 2. Dipali Neogi is admitted by him.

Identified By Dipak Guha, son of Late Sudhir Guha, 63/21, Dum Dum Road, Kolkata, Thana:-Dum Dum, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700074, By Caste: Hindu, By Profession: Service.

> ( Utpal Kumar Basu ) A. D. S. R. COSSIPORE DUMDUM

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( Utpał Kumar Basu ) A. D. S. R. COSSIPORE DUMDUM

EndorsementPage 2 of 2

#### MEMO OF CONSIDERATION

**RECEIVED** of and from the within named Purchaser the sum of **Rs. 15,00,000/-** (Rupees Fifteen Lac) only being the total amount payable in terms hereof, as per memo below: -

1) Paid by Cheque No. 679325 dated 12.10.2010 on HDFC Bank, Dum Dum Cantonment Branch, Kolkata. Rs. 10,00,000.00

2) Paid by Cheque No. 698980 dated 01.11.2010 on HDFC Bank, Dum Dum Cantonment Branch, Kolkata.

Rs. 5,00,000.00

Total:

Rs. 15,00,000.00

(Rupees Fifteen Lac) only.

Witness: -

1. — Francisco

2. Rajus Brommit

Layoula Chiling.

(JAYANTA CHOWDHURY)
As Constituted Attorney of
Smt. Shyamali Ghosh, Smt.
Dipali Neogi.

SIGNATURE OF THE VENDORS

Drafted by: -

ARUN KUMAR BHAUMIK (Advocate)

Calcutta High Court Registration No. 905/1983 63/21, Dum Dum Road, Kol-74 Surer Math, Dial 2529-2531.



Addl. District Sub-Registrar Cossipore, Dum Dum, 24 Pas. 30

14 SEP 2012

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 3439 to 3455 being No 09502 for the year 2012.



(Utpal Kumar Basu) 17-September-2012 A. D. S. R. COSSIPORE DUMDUM Office of the A.D.S.R. COSSIPORE DUMDUM West Bengal