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Behala, South 24 Parganas

fisit Case No.- 1334 For 20 16 J(1) (a)/K(2)(a) = 20 J(2)/K(2) = 500 Total Rs. =

A.D.S.R. (Behala) 9-14

DEED OF CONVEYANCE

- Date This indenture is made on this the 16th day of September, 2014
- Nature of Document Deed of Conveyance

Parties - Between

- OWNER: SRI NANDA DULAL BHATTACHARJEE [PAN BQMPB6151Q] son of late Kamini Kumar Bhattacharjee, by occupation Retired, by faith Hindu, resident of Karunamoyee Lane, P.S. Haridevpur, Kolkata 700082 hereinafter referred to as "OWNER/VENDOR" (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART; and
- PURCHASERS: M/S. SUN CONSTRUCTION [PAN ACGFS2924K], a Partnership Firm, incorporated under the Partnership Act, 1932 having its registered office at 1278, Mahatma Gandhi Road, P.S. formerly Thakurpukur now Haridevpur, Kolkata 700 082 represented by its four partners namely, (1) SRI SUBHENDU BANERJEE, [PAN -AHNPB7077Q] son of Late Amar Nath Banerjee, by faith Hindu, by Nationality: Indian, by Occupation: Business, residing at 114B, Mahatma Gandhi Road, Kolkata 700082, (2) SRI CHIRANJIT DUTTA [PAN - AESPD5825]], son of Sri Radal Chandra Dutta, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 303, Panchanantala Lane, Kolkata 700041, (3) SRI SANDIP DUTTA, [PAN - AHGPD0525]] son of Sri Badal Chandra Dutta, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 303, Panchariantala Lane, Kolkata 700041 and (4) SRI BIKASH DAS, [PAN - AEHPD9345Q] son of Late Bipul Chandra Das, by Faith: Hindu, by Nationality: Inman, by Occupation: Business, residing at 140/3, Panchanantala Lane, Kolkata 700041 hereinafter referred to as "PURCHASERS" (Which expression unless be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART,
- CONFIRMING PARTY : SRI SUBAL CHANDRA HALDER [PAN ABKPH5147C] son of late Makhan Chandra Halder, resident of 842/15, Upen Banerjee Road, Kolkata 700060 hereinafter referred to as "CONFIRMING PARTY" (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART
- Subject Matter: Transfer of the "Demised property" described in Schedule-B being all that the undivided 6/7th share of land measuring about 6(six) Cottahs 14 (fourteen) sq. ft. together with a tile shed structure standing thereon measuring about 200 sq. ft. comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, Touzi No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, lying and situate at Holding No.79/55, Karunamoyee Ghat Road and Premises No.79, Karunamoyee Ghat Road, Kolkata

700082 District 24 Parganas(S) within the limits of Kolkata Municipal Corporation, Ward No.115 described in Schedule-A (the "Premises").

5. Recital/Background - Whereas

- 5.1. At all material times one Kamini Kumar Bhattacharjee was the absolute owner and seized and possessed of and well and sufficiently entitled to All That piece and parcel of land admeasuring 6 Cottahs 14 Sq. ft. be the same a little more or less comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 186, J.L. No.11, Touzi No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, Dist 24 Parganas (south) by virtue of a Deed of Bengali Kobala dated 4th June 1952 registered before the Sub-Registrar at Behala in Book No. I, Volume No. 17, Pages 199 to 202, Being No. 991 for the year 1952 executed by one Nani Gopal Ghosal as vendor.
- 5.2. The said Kamini Kumar Bhattacharjee during his life time had constructed a tile shed tructure on the said plot of land and duly mutated his name in the records of the then South Suburban Municipality now KMC and the same was assessed and numbered as Holding No.79/55, Karunamoyee Ghat Road, Dist 24 Parganas (south) morefully and particularly described in the Schedule-A written hereunder and hereinafter referred to
- While seized and possessed of the said land, the said Kamini Kumar Bhattachariee who was a Hindu by religion and governed by the Dayabhaga School of Hindu Law died intestate surviving his only son namely Nanda Dulal Bhattacharjee and six daughters namely Minati Banerjee, Renuka Chandra, Sandhya Ganguli, Dipali Ganguly, Kanale Bhattacharjee & Sudha Rani Bhattacharjee as their heirs and representatives who became entitled to in fee simple in possession of the said land admeasuring 6 Cottahs 14 Sq.ft. be the same a little more or less together with a structure standing thereon comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, Touzi No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, Holding No.79/55, Karunamoyee Ghat Road, Dist 24 Parganas (south) each having an undivided $1/7^{\rm th}$ share within the meaning of Hindu Succe
- In pursuance thereof the said Minati Banerjee, Renuka Chandra, Sandhya Ganguli, Dipali Ganguly, Kanak Bhattacharjee out of their nature love and affection had gifted and transferred their respective undivided $1/7^{\rm th}$ share aggregating to $5/7^{\rm th}$ share in

Donor/Executant	Book No.	Volume	Pages	Being No.
Dipali Ganguly & Kanak Bhattacharjee	1	52	147 to 152	2508/1989
Minati Banerjee	1	17	210 to 214	855/1983
Renuka Chandra & Sandhya Ganguli	1	210	264 to 276	13301/1988

- By virtue thereof the said Sri Nanda Dulal Bhattacharjee and the said Sudha Rani Bhattacharjee thus became the absolute joint owners and seized and posse otherwise well and sufficiently entitled to the undivided 67^{th} share and 17^{th} share respectively in respect of the said land admeasuring 6 Cottahs 14 Sq.ft. be the same a little more or less together with a structure standing thereon comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, Touzi No.3, Mouza Siriti, agura Magura, Police Station formerly Behala now Haridevpur, Holding No.79/55, Karunamoyee Ghat Road, Dist 24 Parganas (south), which was subsequently assessed by the Kolkata Municipal Corporation (S.S.Unit) and known and numbered as Premises No. 79, Karunamoyee Ghat Road, Kolkata 700082 free from all encumbrances, charges, liens, lispendences, mortgage, acquisition, requisition, claims and demands
- The said Sudha Rani Bhattacharjee while seized and possessed of her said undivided share died intestate and her husband namely Durgesh Bhattacharjee also died intestate surviving their two sons namely Sri Shakti Bhattacharjee, Sri Shekhar Chandra Bhattacharjee and three daughters namely Smt. Shankari Bala Singha, Smt. Gouri Bhattacharjee & Smt. Parvati Devi(Giri), as their heirs and heiress who pursuant to their parent's demise became the joint owners and well and sufficiently entitled to the said undivided 1/7% share (1/35% share each) within the meaning of Hindu Succession Act, 1956.
- Meanwhile the said Sri Nanda Dulal Bhattacharjee, the owner herein, being desirous of selling his share of land had entered into a verbal negotiation with the confirming party herein and also engaged him to transfer his said undivided 6/7th share in resp of the said land admeasuring 6 Cottahs 14 Sq.ft. be the same a little more or less with a structure standing thereon comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, Touzi No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, Holding No.79/55, Karunamoyee Ghat Road, Dist 24 Parganas (south), being KMC Premises No. 79, Karunamoyee Ghat Road Kolkata 700082 to any intending buyer by virtue of General Power of Attorney dated ed in the office of Addl Dietelet Cal. D.

- Upon being approached by the owner and the confirming party, the purchaser Firm has agreed to purchase the said undivided 6/7° share in the land admeasuring 6 Cortahs 14 SQLR, the the same a little more or less together with a structure standing thereon comprising in Day No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, 10023 No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, Holding No.79/55, Karunamoyee Ghat Road, being Premises No. 79, Karunamoyee Ghat Road, Kolkata 700082, Dist 24 Parganas (south) morefully and particularly described in the Schedule-B written hereunder and hereinafter referred to as "undivided share" together with all rights and liberties easements, appendages, appurtenances for a total consideration of Rs.50,00,000/- (Rupees fifty lacs) only payable to the vendor as specifically mentioned in the Memo of Consideration written hereunder.
- The vendor has represented that the said undivided share is free from all encumbrances, charges, liens, lispendences, mortgage and/or any other nature whatsoever and has no acquisition or requisition and no legal proceedings either under civil or criminal law of the land is pending in any court of law in respect thereof and no person or persons other than the vendor has any right of ownership, occupancy, easement or otherwise on the said land or any part thereof.

. NOW THIS INDENTURE WITNESSETH as under

Sale and Consideration - That in pursuance of the said agreement and in onsideration of the said sum of Rs.50.00,000/- (Rupees fifty lacs) only to be true and lawful money of the Union of India in hand to the Vendor herein paid by the Purchaser firm at or before the execution of these presents, the receipt whereof the Vendor does hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Parchaser firm $\,$ as well as undivided $6/7^{\phi_1}$ share in the land admeasuring 6 Cottahs 14 Sq.ft. be the same a little more or less together with a tile shed structure measuring about 200 sq. ft. standing thereon comprising in Dag No.637 under R.S. Khatian No.108, R.S. No. 81, J.L. No.11, Touzi No.3, Mouza Siriti, Pagura Magura, Police Station formerly Behala now Haridevpur, Holding No.79/55, Karunamoyee Ghat Road, being Premises No. 79, Karunamoyee Ghat Road. Kolkata 700082, Dist 24 Parganas (south) morefully and particularly described in the Schedule-B written hereunder and hereinafter referred to as "undivided share" the Vendor does hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser firm free from all encumbrances all that the schedule undivided share with all rights, liberties, easements, quasinents, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor' in the said premises more fully and particularly mentioned and described in the schedule-B written have under and have

by the Vendor or any person or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendor well and sufficiently saved and kept harmless and nunified or otherwise estates, right, title, lease, mortgage, charges, trusts, wald, debuttar, attachments, executions, lispendensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendor or any person or perso lawfully or equitably claiming or to claim by from through under or trust for the Vendor further that the Vendor and all persons having or lawfully claiming any estate, right, title, interest whatsoever in the said undivided share hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser firm do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said undivided share hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser firm in the manner aforesaid shall or reasonably required AND that the Purchaser firm hereby covenants that the Purchaser firm will and shall maintain the said undivided share and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the Vendor or in trust for the Vendor into and upon the adjoining area of land belonging to the Vendor other than the said undivided share hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser firm for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendor have now in itself good rightful power and absolute authority to grant, sale, transfer ey, assign and assure by these presents the said undivided share hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intende unter and to the use of the Parchaser firm in the manner aforesaid and that the Purchaser firm shall and may from time to time and at all times hereafter peaceably and quierly hold, use, possess and enjoy the said undivided share hereby granted. sold, transferred, conveyed, assigned and assured or expressed or intended so to be anto and to the use of the Purchaser firm in the manner aforesaid and to receive the rents, issuance and profits thereof without any lawful eviction, interruption, claim or natsoever from or by the Vendor or of the said undivided share and that the Purchaser firm upon mutation in respect thereof will pay the rates and taxes relating to the said undivided share.

ded share free from all encumbrances to hold the same absolutely and forever or HOWSOEVER OTHERWISE the said property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties casements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor or in and upon the said undivided share to be used by the Purchaser firm for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the said undivided share or any part thereof concerning the said undivided share at any time heretofore were or was hereafter shall or may be in the custody, possession or power of the Vendor TO HAVE AND TO HOLD the said undivided share hereby granted, sold, transferred, ed, assigned and assured, or expressed or intended so to be unto and to the use of the Purchaser firm absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust σ other thing whatsoever and the Vendor does hereby covenant with the Purchaser firm that notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made, done, executed, occasioned or suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said undivided share hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser firm for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owner the right and privileges and that free and clear and freely and clearly and absolutely acquitted, econerated or discnarged or otherwise by the Vendor well and sufficien saved and kept harmless and indemnified of from and against all and manner of imbrances, claims, demands, charges, to

- n 2.1 There are no suits and/or proceedings and/or litigations pending in respect of the undivided share or any part thereof;
- The right, title and interest of the Seller in respect of the undivided share is free from all encumbrances and/or alienation whatsoever and the Seller has a good and marketable title thereto;
- 5.22.1. The undivided share or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise one any notice of the failure.
- 6.2.4 Neithier the undivided share nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax. Revenue or any other Public Demand:
- 6.2.5 There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Seller from selling and/or transterring the undivided share to the Purchaser and/or the nominee/s of the Purchaser free from all engumbrances substances.
- 6.2.6. There are no charges or encumbrances relating to or on the land or any part
- 6.2.7 The vendor is fully and sufficiently entitled to complete sale of the undivided share
- 0.2.8 Upon completion of purchase the Purchaser firm and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the undivided share and each and every part thereof;
- AND THAT the Seller has not at any time done or executed any deed, document or writing whereby the undivided share and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in the control of the properties of the proper
- 6.2.10. AND THAT the undivided share and the rights and properties appurtenant floreto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, its pendents, covenants, uses, debutur, tusts made or suffered by the Seller or any person or persons arising o. Lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Seller.
- 2.11. AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the undivided share shall be borne and paid by the Purchaser firm.
- 6.2.12 The Seller hereby confirm that the Seller has never created any mortgage, liens or any other charge or encumbrance over the Subject Property;
- 6.2.1.3 The Seller does hereby accord their consent to the Purchaser firm for mutation,

- semi-government and/or other statutory body and/or
- 4. The Seller nereby confirm that the undivided share is not vested under any act or statute and further confirms that the undivided share or any part or portion thereof has not been declared as non-transferable land by any Government or any body or
- 6.2.15 AND that on or before execution of these presents, the Seller has delivered physical possession of the land in question in favour of the Purchaser firm;

SCHEDULE-A ABOVE REFERRED TO (Description of land)

ALL THAY the piece or parcel of homestead land measuring about 6(six) Cottabs 14 (fourteen) sq. it be the same a little more or less together with a tile shed structure standing thereon measure. about 200 sq. ft. comprising in Dag No.637 under R.S. Khatian No.108, R.S. No.186, J.L. No.11, Touzi довые 200 м; в. сопъртвиву и ове голоз / видет в.э. въздан гол 100, в.э. гол 100, ј.н. гол 11, топал No.3, Mouza Siriti, Pagura Magura, Police Station formerly Thakurpukur now Harsdevpur, lying and situate at Holding No.79/55, Karunamoyee Ghat Road being KMC Premises No.79, Earanamoyee Ghat Road, Kolkata 700082 within the limits of Kolkata Municipal Corporation, W.ard No. 115 under the jurisdiction of District Sub Registrar – II at Allpore and Sub Registrar office i Benala, Discrict 24 Parganas(South)

On the North : 12' ft. wide road On the South : House of Batakrishna Pal On the East : House of Kalyan Bhattacharjee On the West House of Mr. Mithun

SCHEDULE-B ABOVE REFFERED TO (undivided share hereby sold)

 $\frac{\text{(university a later errors solur)}}{\text{ALLTBAT the undivided } 6/7^{\circ} \text{ (six-seventh) share of the Schedule-A land measuring about } 6(\text{six})}$ Cottals 14 (fourteen) sq. ft. together with a tile shed structure standing thereon measuring about Cottals 14 [courteen] sq. ft. together with a tille shed structure standing thereon measuring about Lead of the Comprising in Dog No.637 under R.S. Khatian No.108, R.S. No.186, J.L. No.11, Teuzi No.3, Monaa Siriti, Pagura Magura, Police Starlon formerly Thakurpukur now Harideepur, Iyang and stroats at Hotting No.79/55, Karunamoyee Ghat Bood being KMC Premises No.79, Karunamoyee STUDE-31 FROMING RO. 77325, NATURALITY OF THE BOOK STAND AND COPPORATION. WORLD KN.115
Links Good, Kollicata / 20082 within the limits of Kollicia Municipal Corporation, World Ko.115
Linkser the sursabiction of District Sub Registrar - II at Alipore and Sub Registrar office at Behalo,

Total Area	Undivided 6/7% share
6 cottah 14 sq. ft.	
tructure 200 sq. ft.	171 43 sq. ft.
	6 cottah 1¢ sq. ft.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and

SIGNED AND DELIVERED

by the withinnamed VENDOR

Gioulam Munherize 85, Netaji Swithoo Road, Bethola, Kolkata-700034

Malay Noskan 7/PGoale Pora Road Behale Halkata - Tooobo

SIGNED AND DELIVERED

by the withinnamed PURCHASERS

Gowlam Muchenjee.

Malay Noskan

Nauda Sutal Bharoup. VENDOR FOR SUN CONSTRUCTION Billosh Doo Cheangil Belli Surrely Sanury

PURCHASERS

SIGNED AND DELIVERED

by the withinnamed CONFIRMING PARTY

Goulam Muchenjee.

SIG. OF OWNER (S)

Malay Nospan

MEMO OF CONSIDERATION

REGISTED from the withinnamed purchaser by the withinnamed vendor the within mentioned cum of Rs.50,00,000/- (Rupees fifty lacs only) being the full consideration money paid on account of sale under these presents in the manner following

By Pay Order no. 010548 dated 12.09.2014 drawn on HDFC Bank, Tollygunge, Kolkata for a total sum of Rs.50,00,000/- only

WITNESSES

1. Gowan Muchesjee.

Malay Naskan

Nanda Sulal Blathchargs. Marka Sulal Blathchargs

PLAN OF UNDIVIDED 6/7 th. SHARE OF LAND MEASURING 30UT 06 COTTAH-00 CHITAK-14 SQ.FT. TOGETHER WITH TILE SHED STRUCTURE MEASURING 200 SFT. COMPRISING IN DAG NO.-637, R.S. KHATIAN NO.-108, MOUZA-SIRITI, AT PREMISES NO.- 79, KARUNAMOYEE CHAT ROAD, P.S.-HARIDEVPUR FORMERLY KNOWN AS THAKURPUKUR), KOLKATA-700 082, UNDER THE K.M.C. (S.S.UNIT) WARD NO.-115. AREA SHOWN BY RED BORDER SCALE = 1:200 UNDIVIDED 6/7 th. SHARE OF LAND = 3714.86 SQ.FT. UNDIVIDED 6/7 th. SHARE
OF STRUCTURE = 171.43 SQ.FT. MAJIR NORTH 15392 [50'-6"] NAN [82'-0"] NATH CHOSAL 28042 BHUT OF AND Bikash Das Clicarifet Out 15392 [50'-6"] 12'-0" (3658 mm.) WIDE KARUNAMOYEE GHAT ROAD Swendy Banusel Sandip Dutte Manda Dulai Bisitacherj Sellal Chandra Halder

SIG. OF PURCHASER

РНОТО	left hand					
	right hand					
amegnature						
		Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
	left hand					
u Que (S) ER	right Pand	a Cov	Emperior	12.5		
					100	23.00
		d Bhattache y	~	Middle Finger	Ping Finger	Small Finger
			1st Finger	Middle Finger	Ring Finger	Small Finger
	Ida Aul.R	d Bhattache y	~	Middle Finger	Ring Finger	Small Finger
meBikas	left hand right hand	Thumb	~	Middle Finger	Ring Finger	Small Finger
meBikas	left hand right hand	Thumb	1st Finger	Middle Finger		
meBikas	left hand right hand	Thumb S	1st Finger			