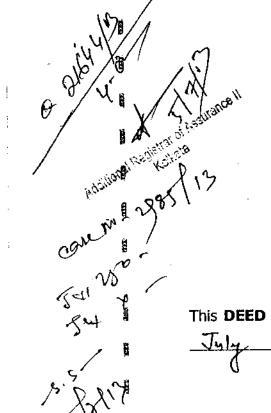


পশ্চিমরুঙ্গ पश्चिम बंगाल WEST BENGAL

2290029/-P 500839





11/3/0

**DEED OF CONVEYANCE** 

This **DEED OF CONVEYANCE** ("**Deed**") is made on this <u>5<sup>th</sup></u> day of <u>July</u> 2013 at Kolkata

# 162772 9 MAY 2813

SOLD TO BAPI DAS

OF Allpore Police Court of Ealkau-700027

VALUE Rs. ONE HUNDRED WAS

CO. HETALI SUBHAS PEAS.

by the pen of - Mitra



LT. 1 of Depote Mithen by the pen of

Ratua Mitra



83. Topsia road (s) Kol-48
P.S. - Tiljala
Service

X

- 5 JUL 2013



## Government Of West Bengal

#### Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 10022 of 2013 (Serial No. 09417 of 2013 and Query No. 1902L000021644 of 2013)

### On 05/07/2013

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

Presented for registration at 16.02 hrs on :05/07/2013, at the Private residence by Mr ,Executant,

Dipak Mitra

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

Execution is admitted on 05/07/2013 by

1. Mr Dipak Mitra, son of Late Satish Chandra Mitra, 333, Jodhpur Park, Kol, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700068, By Caste Hindu, By Profession: Others

Identified By Ajay Tiwari, son of J P Tiwari, 83, Topsia Road South, Kol, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046, By Caste: Hindu, By Profession: Service.

> ( Dulai chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II

#### On 06/07/2013

### 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.-32,90,029/-

Certified that the required stamp duty of this document is Rs.- 230322 /- and the Stamp duty paid as: Impresive Rs.- 100/-

> ( Dulal chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II

#### On 11/07/2013

### 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, 5 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount by Draft

Rs. 36288/- is paid, by the draft number 347160, Draft Date 05/07/2013, Bank Name State Bank of India, LA MARTINIERE, received on 11/07/2013

( Under Article : A(1) = 36190/- E = 144-35-55/-5.25/- ,M(b) = 4/- on 11/07/2013)

Dulal chandraSaha )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

11/07/2013 15:47:00



#### BY AND BETWEEN:

MR DIPAK MITRA, son of Late Satish Chandra Mitra, by faith Hindu, residing at 333, Jodhpur Park, Police Station – Lake, Kolkata - 700068, West Bengal having Permanent Account Number AEKPM8110M hereinafter referred 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 his heirs, executors, administrators, representatives, and assigns) of the ONE PART.

#### AND

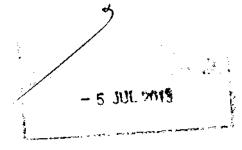
SURENDRA KUMAR DUGAR, son of Late J. M. Dugar, residing at 52/4/1, Ballygunge Circular Road, Police station — Ballygunge, Kolkata — 700019, having Permanent Account Number ACUPD1317K, hereinafter called and referred to as the "PURCHASER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, and assigns) of the OTHER PART.

"Parties" shall mean collectively the Vendor and the Purchaser and "Party" means each of the Vendor and the Purchaser individually.

#### WHEREAS:-

- A. By an Indenture of Conveyance dated 16<sup>th</sup> February, 1972 made between Mrs. Ivy Cecil therein referred to as the vendor of the one part and Mr. Dipak Mitra, the Vendor herein and therein referred to as the purchaser of the other Part and registered with the Additional District Sub Registrar, Alipore in Book No.I, Volume No.19, Pages 177 to 183, Being No.469 for the year 1972, the said Mrs Ivy Cecil sold, transferred, conveyed, alienated, granted, demised, devised, provided and given in favour of the Vendor herein an undivided 1/6<sup>th</sup> (one sixth) share of the land morefully described in **Schedule A** hereunder and delineated on the **Plan** annexed hereto and bordered in colour red(hereunder and hereinafter referred to as the "**Total Land**").
- B. By virtue of the aforesaid the Vendor hereinis now ceased and possessed of and well and sufficiently entitled to 1/6<sup>th</sup> (one sixth) share of the Total Land measuring about 44.83 decimals.





C. The Vendor has agreed to sale and Purchaser has agreed to purchase undivided 1/5<sup>th</sup> (one fifth) of 1/6<sup>th</sup> (one sixth) share of the Total Land measuring about 8.96 decimals and morefully described in **Schedule B**(hereunder and hereinafter referred to as the "Land") hereunder.

### D. The Vendor herein represents as follows:-

- i. That the said Land is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, lispendens, injunctions, court orders and liabilities whatsoever;
- ii. That the Vendor has a good and marketable title to the said Land and besides the Vendor nobody has any right, title, interest, entitlement, possession, claim or demand whatsoever in respect of the said Land;
- iii. That no certificate proceeding and/or notice of attachment have been instituted and/or levied and/or served on the Vendor or their predecessors-intitle or any of them under any law including the Income Tax Act, 1961 and no notice has been served on the Vendor or their predecessors in title or any of them for the acquisition or requisition of the said Land or any part thereof under any law or Act and/or Rule and no suit(s) and/or proceeding(s) is or are pending in any Court of law affecting the said Land and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Statutory Authority;
- iv. That the Vendor has not entered into any agreement or arrangement of any nature whatsoever with any person or entity other than the Purchasers, which is or may be subsisting for sale and/or for otherwise dealing with the said Land and the Vendor is fully and sufficiently entitled to self the said Land to the Purchasers herein:
- v. That there is no impediment in holding and/or transferring the said Land in favour of the Purchasers under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and that no part or portion of the said Land ever vested under Urban Land (Ceiling & Regulation) Act, 1976;

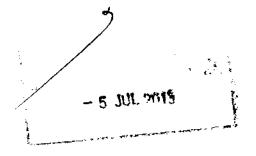




- vi. That there is no Impediment in holding and/or transferring the said Land in favour of the Purchasers under the provisions of the West Bengal Land Reforms Act, 1955 and that no part or portion of the said Land ever vested under West Bengal Land Reforms Act, 1955;
- vii. That there is no bar legal or otherwise against the Vendor selling the said Land to the Purchasers in the manner herein contained.
- E. Relying on the aforesaid representations and assurances of the Vendor and believing the same to be true and correct and acting on the faith thereof, the Purchaser has agreed to purchase from the Vendor the said Land free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements injunctions court orders liabilities and lis pendens whatsoever, at and for the total consideration of Rs.32,60,400/- (Rupees Thirty Two Lacs Sixty Thousand Four Hundred Only).

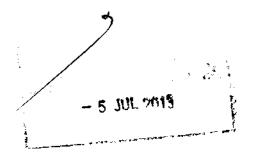
NOW THEREFORE THIS DEED WITNESSES in consideration of the sum of Rs.32,60,400/- (Rupees Thirty two lacs sixty thousand four hundred only) paid by the Purchasers to the Vendor at or before the execution of these presents, being the total consideration money for the absolute sale and transfer of the said Land (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby for ever acquit release and discharge the Purchasers as well as the said Land hereby transferred and conveyed). The Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vesting, easements, liabilities and lispendens whatsoever ALL **THAT**pieces and parcels of undivided 1/5<sup>th</sup> (one fifth) of 1/6<sup>th</sup> (one sixth) share of the Total Land measuring about 8.96 decimals and morefully described in Schedule B (hereunder and hereinafter referred to as the "Land") hereunder OR HOWSOEVER OTHERWISE the said Land or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways





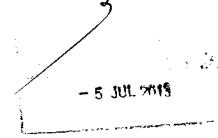
water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said Land and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust Land claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the said Land or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahsmuniments and evidences of title which in anywise exclusively relate to or concern the said Land or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Land hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appertenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive, covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, liabilities and lispendens whatsoever AND the Vendor doth hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said Land and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchaser that neither the Vendor nor any of the Vendor's predecessors-in-title has at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Land hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said Land or any part thereof in the manner aforesaid AND THATNOTWITHSTANDING any act deed or thing by the Vendor and/or any of the Vendor's predecessors-in-title done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said Land hereby granted sold conveyed transferred





assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THATNOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has now good right and full and absolute power to grant sell convey transfer and assure the said Land hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Land and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of the Vendor's predecessors in title or any of them AND THAT the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates, encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive, covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, liabilities and lispendens whatsoever suffered or made or created in respect of the said Land by the Vendor and/or the Vendor's predecessors in title or any of them or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or the Vendor's predecessors in title or any of them as aforesaid or otherwise AND THAT all rates taxes all other impositions and/or outgoings payable in respect of the said Land have been paid in full upto the date of these presents AND THAT the Vendor do not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said Land or any part thereof has not been affected or vested under the said Acts and/or under any of the acts applicable in the State of West Bengal and/or under any other law AND THAT the said Land or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever AND THAT there is no certificate case or proceeding instituted or pending against the Vendor and/or concerning the said Land in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the





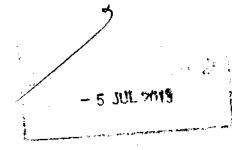
Income Tax Act, 1961 or any other Act for the time being in force AND THAT the said Land is not affected by any declaration notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority AND THAT no notice, declaration, order, notification or proceeding has been issued, published, initiated, instituted relating to acquisition of the said Land or any part thereof under the Land Acquisition Act, 1894 or any other law or Acts for the time being in force and/or the rules made or framed thereunder and that the said Land or any part thereof is not affected by any Notice declaration Scheme order notification or proceeding relating to acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever AND THAT no suit and/or proceeding is pending in any Court of law affecting the said Land and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority AND THAT the Vendor doth hereby indemnify the Purchaser of from and against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever that the Purchaser may suffer and/or incur and/or be liable for or put to in the event of there being any defect in title in respect of the said Landor any portion thereof and/or in case of any act omission, breach violation or default by the Vendoror any of them AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Land or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute at the costs of the Vendor all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Land and every part thereof un to and to the use of the Purchaser as shall or may be reasonably required.

### SCHEDULE A

All That pieces and parcels of raiyati lands measuring about **2.69 acres** be the same little more or less under Mouza - Doharia, J.L. No. 45, R.S Khatian No. 698, P.S. Barasat, District North 24-Parganas within Madhyamgram Municipality, Ward No.17, Municipal Premises No.59 and comprised as follows:-

C.S Dag No	R.S Dag No	Classification of	Area (in acres)	
		Land		
1317 1317		Danga	1.54	
1319	1319	Danga	0.53	





1320	1320	Bastu	0.18	
1324	1324	Danga	0.44	
	2.69			

### Butted and bounded by:

On the North:

By R. S. Plot No. 1321 and 1322

On the South:

By R. S. Plot No. 1313, 1314 and 1316

On the East :

By R. S. Plot No. 1325 and 1318

On the West:

By Metal Road

And delineated on the Plan annexed hereto and bordered in colour red

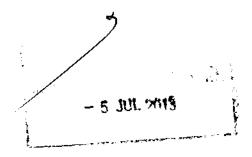
### **SCHEDULE B**

### (Description of the said Land)

All That pieces and parcels of land measuring about 8.96 decimal being the undivided  $1/5^{th}$  (one fifth) of  $1/6^{th}$  (one sixth) share of the land described in Schedule A above comprised as follows:-

C.S Dag No	R.S Dag No	Classification of Land	Area (in Decimal)	
1317	317 1317 Danga		5.13	
1319	1319	Danga	1.77	
1320	1320	Bastu	0.60	
1324	1324	Danga	1.46	
	8.96			





IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

### SIGNED AND DELIVERED

by the **VENDOR** at Kolkata in the presence of :

Surojit Das 83. Tops: a Road (South) Kolkata - 700046

L.T. I of Dipole Mite by the pen of -... Ratua Mitra

Ajory Tream's 83. To pria Road (South) Hol- 700046

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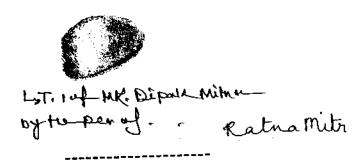




## MEMO OF CONSIDERATION

RECEIVED on and from the within mentioned Purchaser the within mentioned consideration money of Rs.32,60,400/- (Rupees Thirty Two Lacs Sixty Thousand Four Hundred Only) vide several cheques as under:

Cheque No.	Date	Bank & Branch	Amount
362860	01/07/2013	Indian Bank, Sarat Bose Road	32,60,400.00
		TOTAL	32,60,400.00



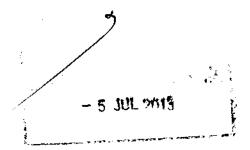
#### VENDOR

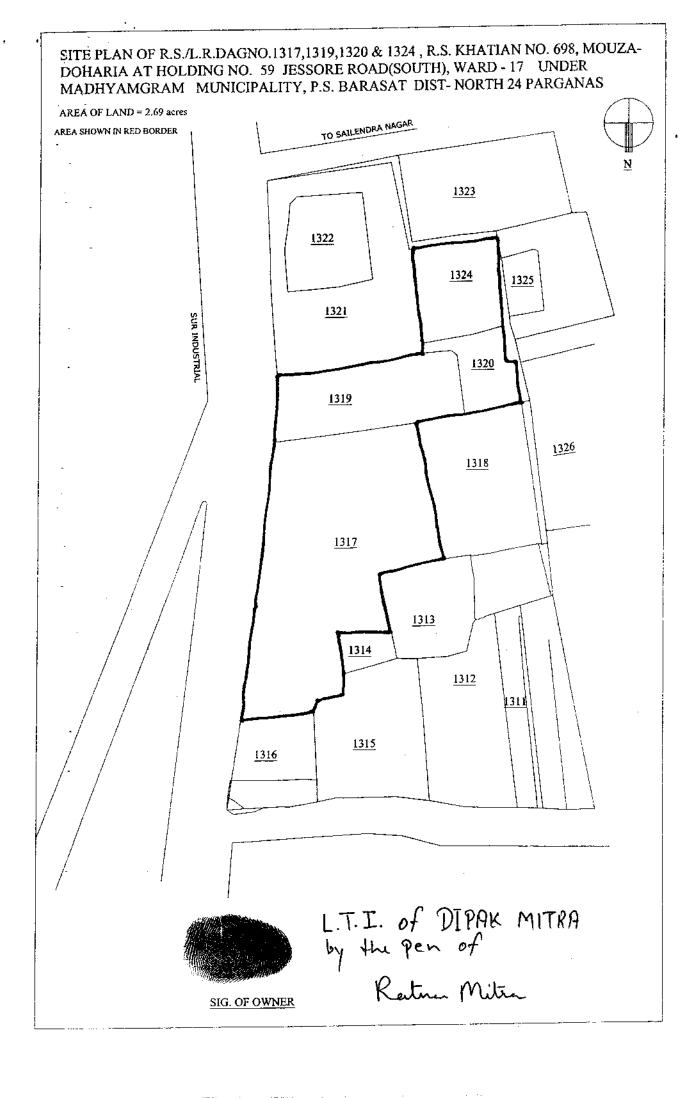
### WITNESSES :-

1. Surajit Das. 83 Topsia Road (South) Kalkata - Foc 046.

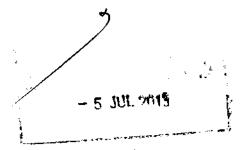
2. Ayay Tuwan's 83 Toppila Road (South) 1801-700048











## FORM FOR PHOTOGRAPHS & FINGER PRINTS

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DATED THIS DAY OF 2013

### BETWEEN

### **DIPAK MITRA**

..... VENDOR

### AND

### SANTOSH KUMAR DUGAR

.....PURCHASER

## **DEED OF CONVEYANCE**



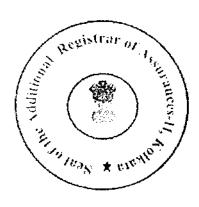
Khaitan & Co, LLP

Advocates, Solicitors, Notaries, Patent & Trademark
Attorneys
Emerald House, 1B Old Post Office Street, Kolkata
700 001



### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 501 Page from 875 to 893 being No 10022 for the year 2013.

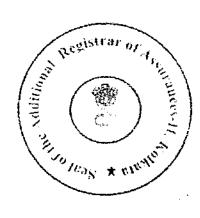


(Dulal chandra Saha) 09-December-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal



## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 30 Page from 6161 to 6176 being No 10022 for the year 2013.



(Dulal chandraSaha) 16-July-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal