

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

H 985115

0/2/11/6/11



DEED OF DECLARATION

(1) MRINAL KANTI ROY son of late Surendra Kumar Ror alias Surendra Nath Roy, by faith-Hindu, by occupation retired, residing at Jangra, Ghoshpara, C/I/22, Kolkata- 700059 (2) SMT SANDHYA BHATTACHARJEE wife of late Sushil Bhattacharjee and daughter of late Surendra Kumar Roy alias Surendra Nath Roy, by faith Hindu, by occupation Housewife, residing at 2, Motilal Colony, P.S. Dum Dum, P.O. Rajbari, Kolkata – 700 029, (3) SRI CHAYAN KANTI ROY, son of as late Surendra Kumar Roy alias Surendra Nath Roy, by faith Hindu, by occupation Housewife, residing at 2, Motilal Colony, P.S. Dum Dum, P.O. Rajbari, Kolkata – 700 029, (3) SRI CHAYAN KANTI ROY, son of as late Surendra Kumar Roy alias Surendra Nath Roy, by faith Hindu, by occupation Housewife, residing at 2, Motilal Colony, P.S. Dum Dum, P.O. Rajbari, Kolkata-700 081 (4) SMT KRISHNA ROY, wife of late

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25/20/20

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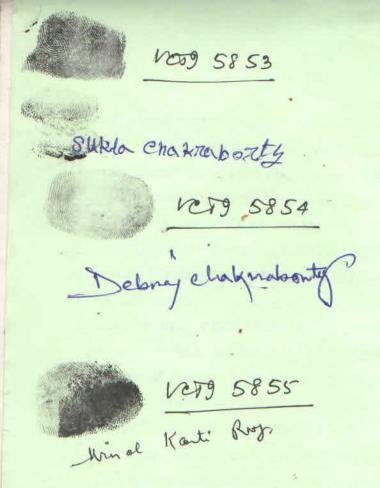
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	NAMEADD
Sandhya Bhattacharjee	S. CHATTERJEE Licensed Stemp Vendor C. C. Court 28-8, K. S. Ray Road, Kol-1
V CT 9 5849	27 JUL 2811
Sandhya Bhattacharjee	
VCT9 5850	
Kuinhna Roy.	
Dibendu Roy	
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Lubhabruta Roy	- 1700 COLUMN TO HAND

Bhasker Deman

Nirmal Kumar Roy, by faith Hindu, by occupation Housewife residing at 7, Kaberi Road, Vidyasagar Pally, Basudhi, Jamshedpur-831002 (5) SRI DIBYENDU Roy, son of late Nirmal Kumar Roy, by faith Hindu, by occupation Service, residing at 7, Kaberi Road, Vidyasagar Pally, Basudhi, Jamshedpur-831002 and (6) SRI SUBRATA ROY, by faith Hindu, by Occupation Service residing at 7, Kaberi Road, Vidyasagar Pally, Basudhi, Jamshedpur-831002, hereinafter collectively referred to as the as DECLARANTS of the FIRST PART AND (1) (1) SMT. SUKLA CHAKRABORTY wife of late Debitosh Chakraborty, by occupation Housewie, (2) SRI DEBRAJ CHAKRABORTY son of late Debitosh Chakraborty, both by faith - Hindu, by occupation Business, both residing at 19/2B, Ultadanga Main Road, P.S. Ultadanga, District North 24 Parganas, Kolkata - 700 067, hereinafter collectively referred to as the VENDORS of the SECOND PART AND M/S. AATREYEE NIRMAN PRIVATE LIMITED having its office at 9/12, Lalbazar Street, Third Floor, Block-C, Kolkata-700 001 being represented by its authorized signatories namely (1) SMT JAYATI ROY wife of Sri Indrajit Roy and (2) SRI INDRAJIT ROY son of Late Bimal Kumar Roy, both by faith HINDU, both by occupation Business, both residing at 50, Gorakhya Bashi Road, P.S.Dum Dum, Kolkata - 700 028, hereinafter referred to as the PURCHASER of the THIRD PART.

(the said terms Declarants Vendors and the Purchaser shall unless excluded by or repugnant to the context mean and deem to include their respective heirs, executors administrators successors, successors-in-office representatives and assigns).

WHEREAS by a registered Deed of Conveyance dated 2nd June, 2011 and registered with the Addl. Registrar of Assurance-II, Kolkata in Book No.I, C.D. Volume No. 26, Page from 1221 to 1239 being No. 07175 for the year 2011 the Vendors herein have duly sold transferred and conveyed and the purchaser has purchased ALL THAT a piece or parcel of land in Mouza Sultanpur, Dag No. 2550 and 2549 Khatian No. 402 J.L.No. 10 R. S. No. 148 P.S. Dum Dum, District North 24-Parganas within Dum Dum Municipality, Ward No.4 Kolkata-700 081 (hereinafter referred to as the said land and property) morefully described in the Schedule hereunder written free from all encumbrances and on valuable consideration as mentioned in the said conveyance dated 2nd June, 2011 hereinafter referred to as the **Principal Deed.**



Shaskar Dewan Subodh ch Dewan 4 Halgachahoal Kal-28 AND WHEREAS in describing the chain of title in the said Principal Deed and recitals of becoming absolute ownership of the Vendors in respect of the said land and property as sold granted and conveyed to the Purchaser and for making statement in first paragraph of page No.4 of the said Principal Deed containing that "AND WHEREAS one Sri Surendra Kumar Roy brought.........was made final on 14/01/1981." Confusion have arisen touching a right and interest of the Declarants (who are the legal heirs of Surendra Kumar Roy) in respect of the said land and property while in fact the Declarants and/or their predecessor-in-interest never had or actually have no right title interest therein and the said transaction and sale between the Vendors and the Purchaser and the right title interest under the said Principal Deed have been duly passed through from the Vendors to the Purchaser absolutely and forever.

AND WHEREAS to clarify and more fully assuring and confirming the absolute right title interest of the Purchaser in respect of the said land and property the parties discussed between them and have agreed under a writing dated 30.07.2011 whereupon and by virtue whereof the Declarants have agreed to sign and execute a Deed of Declaration by this presents as hereinafter appearing.

NOW THIS DEED WITNESSETH that in pursuance to the aforesaid the Declarants with due consent and concurrence of the Vendors do hereby jointly and severally declare assure confirm and agree unto and in favour of the Purchaser to correct include and read with the Principal Deed as follows:

- 1. The Declarants declare that the transaction of sale as made, executed and registered between the Vendors and the Purchaser in respect of the said land and property by virtue of the said Principal Deed dated 2.6.2011 is genuine legal valid and a good sale transaction by dint of which the entire right title interest and possession of the Vendors have been duly passed through sold and transferred to the Purchaser absolutely and forever.
- The Declarants declare that all acts and actions, legal proceedings including the partition suit before the Court of Ed. 1st Munsiff at Sealdah being Title Suit No. 828 of 1955 as preliminary disposed of

3. The Declarants declare that neither they nor their deceased brother/father Sri Nirmal Kumar Roy did ever possess or dealt with in any manner with the said land and property nor they ever sold transferred gifted or created any charge mortgage hypothecation or lien with the said land and property or any part thereof and any such document and writing if comes in light must be forged and have been fraudulently manufactured.

SUBJECT TO AFORESAID it is declared that the aforesaid declaration be include in the recitals and deemed to be the part and parcel of the principal deed and all the terms covenant and condition as embodied therein are hereby consented confirmed and concurred by the Declarants and the statements recitals and covenants made therein shall remain intact and as it is and the same will remain in full force effect and virtue and shall be read together and this deed shall construe as the terms of the principal deed subject to the correction and modification made by these presents as stated hereinbefore by way of substitution.

IT IS FURTHER DECLARED that the above correction and modification of the principal deed by these presents shall in no event effect the sale transfer and convey of the said land and property—as made and executed under the said principal deed dated 2nd June, 2011—and the same will remain in full force effect and virtue.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 27.50 decimal more or less lying and situated in Mouza Sultanpur, Dag No. 2550 and 3.75 decimal in Dag No. 2549 total of 31.25 decimal of land including pucca structure measuring 500Sq. Ft(in Motilal colony) in Khatian No. 402, J.L. No. 10, R.S. No. 148, under P.S. Dum Dum, District North 24 Parganas within the Local limits of Dum Dum Municipality Ward No. 4, Kolkata - 700081 butted and bounded as under:-

On the North by

Dag No. 2547 & 2551,

On the South by

Road,

On the East by

Part of Dag No. 2550,

On the West by

Others Property.

IN WITNESS WHEREOF the Declarants Vendors and the Purchaser herein have set and subscribed their respective hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED AT

CALCUTTA IN THE PRESENCE OF :

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Suppragor.

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- 1. Miend Karl Ron
- 2. Sandhya Bhatta charjes
- 3.
- 4. Kushna Roy.
- 5. Dibensu Roy
- 6. Subhaboata Roy

DECLARANTS

- 1. Slikla enakraports
- 2. Debnay Chalmaborty VENDORS

PURCHASER

SPECIMEN FORM FOR TEN FINGERPRINTS

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I -CD Volume number 45 Page from 3888 to 3900 being No 12182 for the year 2011.



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(Sudhakar Sahu) 21-September-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal



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

Endorsement For Deed Number: I - 12182 of 2011

(Serial No. 09026 of 2011)

On

Payment of Fees:

On 01/08/2011

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

Presented for registration at 21.28 hrs on :01/08/2011, at the Private residence by Smt Sandhya Bhattacharjee, one of the Executants.

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

Execution is admitted on 01/08/2011 by

- 1. Mrinal Kanti Roy, son of Late Surendra Kumar Roy, Jangra, Ghoshpara, C/ I/22, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700059, By Caste Hindu, By Profession: Retired Person
- Smt Sandhya Bhattacharjee, wife of Late Sushil Bhattacharjee , 2, Motilal Colony, Kol, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Rajbari Pin :-700081 , By Caste Hindu, By Profession : House wife
- 3. Smt Krishna Roy, wife of Late Nirmal Kumar Roy, 7, Kaberi Road, Vidyasagar Pally, Basudhi, Jamshedpur, District:-Jamshedpur, JHARKHAND, India, P.O.:- Pin:-831002, By Caste Hindu, By Profession: House wife
- 4. Dibyendu Roy, son of Late Nirmal Kumar Roy, 7, Kaberi Road, Vidyasagar Pally, Basudhi, Jamshedpur, District:-Jamshedpur, JHARKHAND, India, P.O.:- Pin:-831002, By Caste Hindu, By Profession: Service
- Subrata Roy, son of Late N K Roy , 7, Kaberi Road, Vidyasagar Pally , Basudhi, Jamshedpur, District:-Jamshedpur, JHARKHAND, India, P.O. :- Pin :-831002 , By Caste Hindu, By Profession : Service
- Smt Sukla Chakraborty, wife of Late Debitosh Chakraborty, 19/2 B, Ultadanga Main Road, Kol, Thana:-Ultadanga, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700067, By Caste Hindu, By Profession: House wife
- Debraj Chakraborty, son of Late Debitosh Chakraborty, 19/2 B, Ultadanga Main Road, Kol, Thana:-Ultadanga, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700067, By Caste Hindu, By Profession: Business

Identified By Bhaskar Dewan, son of Subodh Ch Dewan, 4, Italgacha Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700028, By Caste: Hindu, By Profession: Others.

On 20/09/2011

(Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

> (Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

> > **EndorsementPage 1 of 2**

20/09/2011 15:44:00



Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 12182 of 2011

(Serial No. 09026 of 2011)

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: 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 73/-, on 20/09/2011

(Under Article: E = 7/- I = 55/- M(a) = 7/- M(b) = 4/- on 20/09/2011)

(Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II



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(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2