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DEED OF CONVEYANCE

THIS INDENTURE made on this 12th day of July. Two Thousand Two A.D. BETWEEN SRI JAYANTA KUMAR MUKHERJEE, son of Late Sunil Kumar Mukherjee, by faith - Hindu, by occupation - Retired Pension holder, residing at 99, Garfa Main Road, Municipal Premises No. 96, Garfa Main Road, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata - 700075 hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, representatives, administrators, and assign) of the FIRST PART.

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#### AND

SRI SAMIR NANDY, son of Sri Jadu Gopal Nandy, by faith Hindu, by occupation - Business, residing at 18D, Garfa
Sitala Mandir Road, P.O. Santoshpur, P.S. Purba Jadavpur,
Kolkata - 700075, hereinafter called and referred to as
the <u>PURCHASER</u> (which expression shall unless excluded by
or repugnant to the context be deemed to mean and include
his legal heirs, executors, representatives, administrators,
and assigns) of the <u>SECOND PART</u>.

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WHEREAS one Sri Sunil Kumar Mukherjee purchased a landed property measuring 3 Cottahs 12 Chittaks more or less in Mouza - Garfa, J.L. No. 19, comprising in C.S. Dag No.447 appertaining to C.S. Khatian No.573, Touzi No. 10, 12 & 13, R.S. No.2, under P.S. Sadar Tollygunge, pargana Khaspur and Sub registry Office at Alipore, in the district of 24 parganas from Smt. Ivi Lata Ghosh, wife of Sri Mahendra Nath Ghosh, of 38, Nahim Halder Street, Kalighat, Kolkata vide a registered Deed of Conveyance (Bengali Kobala) duly

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executed and registered on 12th January, 1940, in the office of the Second Joint Sub Registrar at Alipore which was recorded in Book No. I. Volume, No. 6, Pages from 33 to 37 being No.65 for the year 1940.

AND WHEREAS thereafter being the sole and absolute owner of the said landed property he constructed a two storied residential building upon the same in the year 1951 for the purpose of his residence and mutated his name in the records of the then Haltu Union Board and Office of the Landlords by paying rents, taxes and other outgoings to the concerned authorities.

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AND WHEREAS in the last Revisional Settlement the name of said Sri Sunil Kuman Mukherjee was recorded as Rayats in R.S. Khatian No.1169 corresponding to C.S. Khatian No.573 and appertaining to R.S. Dag No. 585 corresponding to C.S. Dag No. 447 in Mouza Garfa, pargana Khaspur, Sub registry Office at Alipore J.L. No.19, R.S. No.2, Touzi No.10, 12, & 13, P.S. Sadar Tollygunge in the District of 24 parganas on a yearly rental of 9 annas and 5 paise payable to the State Govt. of West Bengal and the said Record of Rights was finally published to that effect.

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AND WHEREAS the said property was subsequently included with in Jadavpur Masicipality under P.S. Jadavpur Subsequently under Kasba and was recorded as postal Address and premises No. 99 wearfa Main Road under P.S. Kasba, and the said landed property was known as Corporation holding No. 96, Garfa Main Road, which subsequently came under the jurisdiction of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation, Ward No.104, under P.S. Kasba.

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AND WHEREAS the said Sri. Sunil Kumar Mukherjee died intestate on 13.10.1979 leaving behind his wife Smt. Shanti Rani Mukherjee, and his only son Sri Jayanta Kumar Mukherjee, the present Vendor herein as his legal heirs/successors to inherit the said landed property and to enjoy the same as the joint owners as per the provisions of Hindu Succession Act 1956. The said Smt. Shanti Rani Mukherjee, died intestate on 11.10.1996 leaving behind her only son Sri Jayanta Kumar Mukherjee the present Vendor herein as her only legal heir/successor to inherit her share of the aforesaid landed property.

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Jayanta Kumar Mukherjee, the present Vendor herein as aforesaid, he became the sole and absolute owner of the aforesaid landed property and two storied residential building by way of inheritance and as per the provisions of Hindu Succession Act 1956 being premises No.96, Garfa Main Road, (previously known as Corporation holding No.99, Garfa Main Road) under P.S. Kasba, within the limits of Kolkata Municipal Corporation, Ward No.104, under P.S. Purba Jadavpur and mutated his name in the records of the Kolkata Municipal Corporation and paid taxes and other dues to the said authority regularly.

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AND WHEREAS while in peaceful possession of the said premises which is free from all encumbrances, the Vendor herein is desirous to transfer a part of the said premises, a self contained flat measuring about 920 sq.fts. more or less in the ground floor on the Northern Portion of the aforesaid premises along with common passage, common lawn, common underground but separate overhead water reservoir, separate septic tank and other common areas surrounding the said flat on the Northern portion to the intending Buyer or Purchaser against reasonable consideration.

of such sale of the aforesaid flat being interested and offered the Vendor a total consideration of Rs.4.00.000/
(Rupees Four Lakhs) only against the absolute purchase of the aforesaid flat which is free from all encumbrances, liens, mortgage, lispenders or any other disputes.

possessor of the same accepted that offer made by the purchaser herein and agreed to transfer the said self contained flat measuring about 920 sq. its. consists of two bed rooms, one toilet, one kitchen, one puja room, and two verandahs in the ground floor on the Northern portion of the said premises with common passage/entrance-exit, common law, togetherwith undivided proportionate and impartible share in land on which the flat in question stands and with all easement rights, front space, common areas and facilities of the said building and premises and

the said flat along with common share in the underground and separate overhead water reservoir, separate septic tank at premises no. 96, Garfa Main Road, Postal Address 99, Garfa Main Road, under P.S. Purba Jadavpur, which is morefully described in the Schedule-'B' morefully written herein below, against a total consideration of Rs.4,00,000/-(Rupees Four Lakhs) only.

AND WHEREAS the aforesaid flat in the ground floor on the Northern portion measuring about 920 sq. fts. more or less as mentioned above is free from all encumbrances attachment, requisition, acquisition, trust, debutter, lien, lispendents, mortgage and not at all charged by any order of any Court of Law, which is confirmed by the Landlord/Vendor/Owner herein.

## NOW THIS INDENTURE-WITNESSETH as follows :-

That in pursuance of the said agreement between the purchaser and the Vendor hereintend on payment of the full and final consideration amounting to Rs.4.00.000/- (Rupses Four Lakha) only the lawful money of Union of India in hand well and truly paid by the Purchaser to the Vendor/Owner herein (the payment and receipt of which the Vendor hereby admit acknowledge and of and from the same and every part thereof doth hereby acquit, release, and forever discharge the purchaser in respect of the said flat as morefully mentioned

and described in the Schedule - 'B' property along with undivided proportionate share in the land attributed to the said flat and the Vendor doth hereby admit, acknowledge. acquit, release discharge the purchaser and hereby convey, grant, transfer his right, title and interest in the said flat, the schedule property together with all easement rights, common passage, for entrance-exit and other common areas and facilities and morefully described in Schedule-'C' hereunder written forever together with the other co-owners and undivided proportionate share of land attributed to the said Schedule - 'B' property which is part of the premises No. 99, Garfa Main Road, as morefully described in Schedule-'A' hereunder written and delineated in the map or plan hereto annexed and thereon border in RED (hereinafter referred to as the said proportionate undivided share in the said land and the said flat) or HOWSOEVER OTHERWISE the said proportionate undivided share in the said flat now are or is or at any time or times heretofore were or was situated butted bounded called known, numbered, described and distinguished TOGETHER WITH all boundary walls, area/s, sewers, drains, ditches paths, passages, water, water-courses, electricity and all manner of ancient and other rights. liberties, easements priveleges, advantages, emoluments, appendage and appartances whatsoever standing and being into or upon or belonging thereto or any part thereof with which the same now are/or is/or at any time or times heretofore where or was held, used occupied, enjoyed, accepted reputed, deemed, taken or known as part or parcel or member thereof or

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appurtenant thereto. And all the reversion/reversions, remainder/remainders, rents, profits, issues in connection with the Schedule - 'B' property and all the estate's right, title and interest, claim and demand whatsoever of the owner into or upon the said flat and all other benefits and rights herein and comprised and hereby granted, sold and transferred or expressed or intended so to be and every part or parts thereof TOGETHERWITH the owner's/ Vendor's right, title and interest and appurtenances whatsoever to and unto the purchaser free from all encumbrances, attachment, charges, trust, lien, lispendens, acquisition and all other liabilities AND TOGETHERWITH ALL EASEMENTS AND QUASI-EASEMENTS, other common rights, facilities as described in Schedule - 'C' hereunder written and other stipulations and provisions in connection with the beneficial enjoyment of the said property mentioned in Schedule-'B' and other co-owners and/or other occupiers of the building and/or land-and/or other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively, absolutely and for ever AND THE PURCHASER is obligated to pay and discharge the common expenses for upkeep and maintenance of the common areas of the building and all other outgoings in connection with the said flat whooly and the said building and in particularly common portions proportionately.

AND the Purchaser from this day has full right and authority to sell, transfer, convey gift, mortgage and charge

and/or in any way encumber or deal with or dispose of the said Schedule - 'B' property and along with others rights, facilities etc. as morefully mentioned in the Schedule-'C' and/or possession in the scheduled property or assign and/or let out or part with possession his interest to any person or persons, company or companies at his sweet will and the owner cannot claim any right over the same.

The owner do hereby convey with the purchaser as follows :-

- transfer, subsists and that the owner has the full right,
  power absolute authority to grant sell, convey transfer,
  assign and assure unto the purchaser the said Schedule-'B'
  property morefully described in Schedule-'B' hereunder
  together with the benefits and rights in the manner aforesaid
  and also right in the undivided proportionate impartible
  land and/or attributed to the said schedule-'B' property
  in the said premises, "
- ii) It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and to hold use and enjoy the said Schedule-'B' property and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the owner any person or persons claiming through under or in trust for them AND FREED AND CLEARED FROM AND against all manners of encumbrances, attachments, liens,

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trusts and any liability whatsoever save only those as are mentioned herein expressly.

have the right to repair, renovate, decorate the interior portion of the said flat at his own costs and expenses but in no manner has any right to change the horizontal and vertical support and the main load-bearing walls, R.C. pillar under any circumstances. The purchaser cannot install and/or keep heavy machineries and articles inside the said flat which may cause damage to the structure of the building save and except household articles, small size generator, refrigerator/s, washing machine, air conditioner, water cooler, duplicator, telex machine, telephone, T.V., computer or any other personal household articles.

- of the said building to demolish or remove or cause to be demolished or removed and/or scrap out any partition wall, roof, ceiling, door, windows in the above said flat provided that nothing contained herein shall prevent the purchaser or the occupier of the building to decorate the said flat and/or repair the said flat as and when required and/or replace the doors and fixtures and fittings of the said flat.
- v) The purchaser and/or other co-owners shall not store any articles nor store any things in the stair case, stair case landings, roof, common side space and back space, front side space of the building so that the other occupiers are

debarred from enjoying free ingress and egress through the said passage, stair case, stair case landings and the roof, side space and back space and other common area of the schedule mentioned premises.

- vi) That the purchaser and all other co-owners of the flat shall abide by the rules and regulations to be framed by the members of Association for peaceful possession, enjoyment and use of the flat for residential purposes, running and maintenance of the building situated in the Schedule-'A' property.
- vii) The purchaser shall bear all common expenses proportionately after purchase of the said Schedule - 'B' flat along with other co-owners of the other flats in the said premises.
- viii) The owner has paid all taxes, dues, rents and outgoings in respect of the said flat to the Kolkata Municipal Corporation upto date, and the purchaser shall not share or pay any outstanding taxes, rents or dues in respect of the name before purchasing the same and will pay taxes and other outgoings dues after purchasing the same.
- representatives and successor-in-office, assigns shall not do anything or make any act or grant, allow, transfer of the said land or his share in the land whereby the common right of the other purchasers or the other co-owners hersunder accrued by this Deed of Indenture may be prejudicially affected.

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- be entitled to the right of using the common passage as aforesaid for easy ingress and egress and also for gas, telephone, electric, cable T.V. and other necessary facilities and has the right in the common water lines, and also access in the same, swerage, sweares, soil, rain water pipe lines, electric wiring lines and to the common parts and also in the common electric meter room, main electric line, water pump roof, boundary walls, underground water reservoir, separate overhead water tank fot it's repairing after informing the Association.
- xi) That the purchaser at his own costs and expenses shall fix up T.V. Antenna, Dish Antenna in the roof of the building and also cable connection Telephone. Gas or any other line and/or connection as available time to time at his own costs and fix up separate meter or meters for the said flat for the placetricity, power in the name of the purchaser in the said premises at the place where the meter has been fixed by the Calcutta Electric Supply Corporation Ltd. or in the common meter board.

BE IT STATED that the Vendor shall support any application made by the purchaser for mutation of his name in the office of Calcutta Municipal Corporation in respect of the said property hereby conveyed and will at the cost of the purchaser do all that he may be required to do for that purpose. If it transpires that the property hereby conveyed is not free from all encumbrances, then the vendor will be liable to the

purchaser and make good and indemnify and loss sustained by the purchaser. However in respect of any liabilities arising out of the construction of the said flat and/or workmenship thereof, the vendor alone shall be liable for the same.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN the parties hereto as follows :-

- hereinabove which are now in the custody of the owner shall be retained by the owner and if the owner at all transfer all his flats in future (if transferred by any mode) shall have handed over the deeds and documents to the Secretary of the Association of the building as and when from and the Secretary shall be covenant with the purchaser unless prevented by fire, earth-quake or other inevitable accident upon every reasonable request and at the cost of the purchaser produce or cause to be produced the same to the purchaser or his agents or any attorney.
- ii) That the owner doth hereby further covenant with the purchaser that the owner are absolutely seized and possessed or otherwise well and sufficiently entitled to the said property free from all encumbrances, liabilities whatsoever by the owner done or executed or caused to be produced, done or executed or knowingly suffered to the contrary the owner has good right, full, power, absolute authority and indivisible

A N D the said undivided proportionate share in the land on which the flat in question stands hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be made unto and to the use of the purchaser in the manner aforesaid according to the true intents and meaning of the presents free from all encumbrances, without any suit, hindrance, eviction, interruption, disturbance, claim, demand whatsoever from or by the owner/purchaser and the owner or any other person or persons lawfully or equitably claiming from under or in trust for the vendor.

exonerated and released and discharged or otherwise by and at the costs and expenses of the owner well and sufficiently be saved, defended, kept harmless and indemnified of from and against all manner of defects in title, lispendens, ettachments and ensumbrances, execution and liabilities whatsoever and made or suffered by the owner or any person or persons lawfully and equitably claiming through or under or in trust from them or any of them other than the owner and FURTHER that the owner and all persons having lawfully or equitably claiming any right, title, interests, costs whatsoever in the said undivided proportionate share in the land of the said premises or any part thereof. The owner shall and will from time to time and at all times hereinafter at the request and costs of the purchaser make,

do, acknowledge and execute or caused to be done, made, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said undivided proportionate share as aforesaid and to the use of the purchasers as shall or may be reasonably required.

- That the owner/Landlord hereby declare that he has iv) not executed, entered into any kind of agreement with any person/s, body or Co. etc. in respect of the said Schedule-'B' property or any part of it nor did he individually or jointly received any money as sarnest money/advance against the said Schedule - 'B' property or part of it nor the Schedule-'B' property or any part of it has not been mortgaged, or leased out and absolutely free from all encumbrances, liens, lispendens, attachments and free from any kind defect in title, execution, and liabilities whatsoever. AND FURTHER, if on any future date after surchase and registration of the said flat in the ground loor, the title or possession is found to be some how defective or encumbered or has got defective title, in that case the owner will be bound to refund the whole consideration amount along with interest, what he has received as total consideration against the transfer of the said flat as mentioned in Schedule-'B' herein sold, conveyed and transferred, by these presents.
  - v) That the roof of the parapet wall outer wall of the building as also such common areas shall continue to remain

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as sole and exclusive property of the vendor and that the purchaser shall not be entitled to claim nor shall claim any right, title and interest over the same and the vendor on the basis of the sanctioned building plan be entitled to make further construction of floors on the said roof without any objection or obstruction whatseever from the purchaser. But the purchaser shall be at liberty to fix T.V. antenna, and share repair off the water line, overhead tank on the roof of the building without obstruction of the other flat owners off the said building.

#### THE SCHEDULE-'A' ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring about

3 Cottahs - and 12 Chittaks more or less along with 2

storied residential house building standing thereon in

Mouza - Garfa, J.L. No.19, comprising in Dag No.447, R.S. D

ON THE NORTH : Garfa Main Road.

ON THE SOUTH : Late Jitendra Nath Bose.

ON THE EAST : Smt. Gouri Chakraborty.

ON THE WEST : Late Radha Rani Mukherjee.

## THE SCHEDULE-'B' ABOVE REFERRED TO

MUL THAT a self contained flat measuring about 920 sq.fts.
more or less on the Northern portion of the ground floor
consists of 2 bed rooms, 1 kitchen, 1 toilet, 2 verandahs,
1 puja room, along with common passage for entrance-exit
on the east side, common lawn on the South Eastern side
of the said flat, togetherwith undivided proportionate
share in the land, on which the flat in question stands,
along with all easement rights and all other common areas
and facilities along with common share in the underground
and separate overhead water reservoir, separate septic tank,
(on the South-Western side) etc. at premises No.99, Garfa
Main Road, P.C. Santoshpur, under P.S. Purba Jadavpur,
Kolkata - 700075.

# THE SCHOOL C'ABOVE REFERRED TO

- Common passage for free entrance and exit on the Eastern side.
- Common lawn on the South Eastern side of the said flat as mentioned in the Schedule-'B' above.
- Motor, Water-Pump, Water reservoir both overhead and underground and other common plumbing installations.
- 4. Electric meter, electrical wiring, and necessary electrical installations, main switch, switch boxes and fittings.

- 5. Drainage, Drains, Sewerages and all sewerage connections.
- Boundary walls and main gate.
- 7. Such other common parts, areas, equipments, installations fixtures, fittings, and space in or about the said building as are necessary for passage to use and occupancy of the flats in common.

## THE SCHEDULE-'D' ABOVE REFERRED TO

#### COMMON EXPENSES

- All costs of maintenance, operating, replacing, white washing painting re-building reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
- All costs and charges of establishment for maintenance of the building and for watch and ward staff if any.
- Insuance premium for insuring the building against earth quake, fire fighting, mob, damage, civil commotion etc.
- All charges and deposits for supplies or common utilities.
- Municipal taxes and other outgoings as are those separately assessed on the respective unit.
- 6. All expenses relating to sweeping, cleaning, lighting of the roof, stair/stair case landing, open areas and in the main gate etc.
- All litigations expenses for protecting the title of the land and building

- 8. All other expenses and outgoings as are deemed by the all of the residents/flat owners to be necessary or incidental for and regulating inter se the right of the purchaser.
- 9. All expenses referred above shall be borne by the purchaser proportionately as per his flat from the date of taking possession and occupation of his respective unit.

IN WITNESS WHEREOF both the parties herein have set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in presence of :-

#### WITNESSES :-

1. Chandon Sur Gustin A-57 Survey Porrse Cal-75

SEGNATURE OF THE LANDLORD

2. Lakshman Ch. Ryg 52, S. P. C. Block Kajipara, Kolkota-92

Drafted by :

Sormy Hand

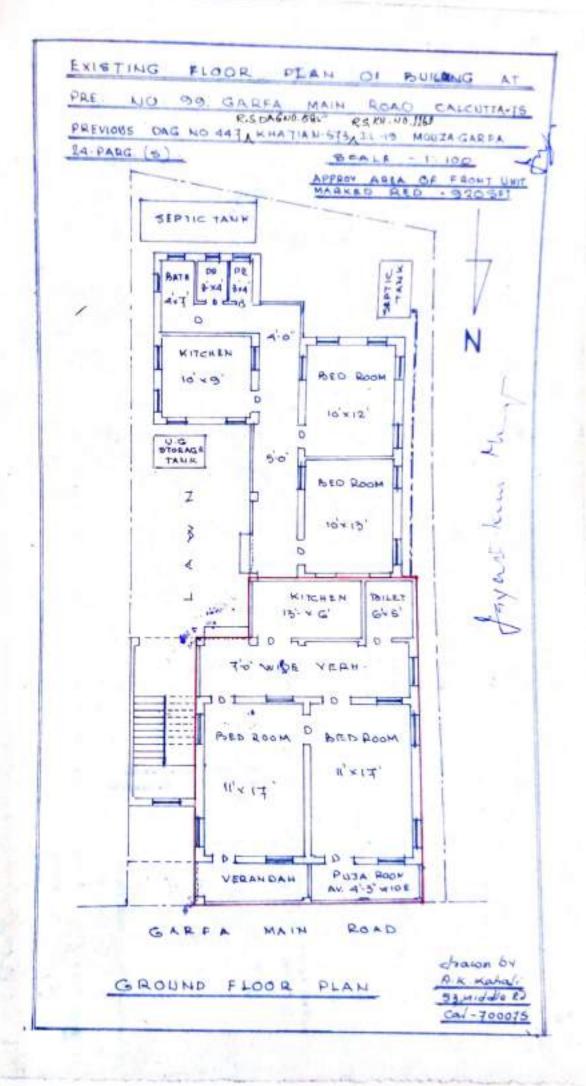
SIGNATURE OF THE PURCHASER

Adula Bipo Brogh

Advocate High Court, Kolkata.

Typed by me :

Swaluf Kumal Roy.



#### MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 4,00,000/- (Rupees Four Lakhs) only
this day from the within named purchaser as the full and
final consideration against the transfer of the Schedule-'s'
mentioned property hereby sold, conveyed and transferred
by these presents.

WITNESSES :-

1. Jamdar Sur Gretz

SIGNATURE OF THE VENDOR

2. Lakshman Ch. Kay

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