

Ratan Dutta, by religion Hindu, by occupation Doctor, residing at 117, Baithak Khana Road, P.S. Amherst Street, Kolkata-700 009, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** AND **SANJOY BHUSAN DUTTA**, son of Late Indra Mohan Dutta residing at K-1 'Aswini' Neelanchal Housing Complex, 98, Rajdanga Gold Park, Kolkata-70010'.7, by religion Hindu, by occupation Business, hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

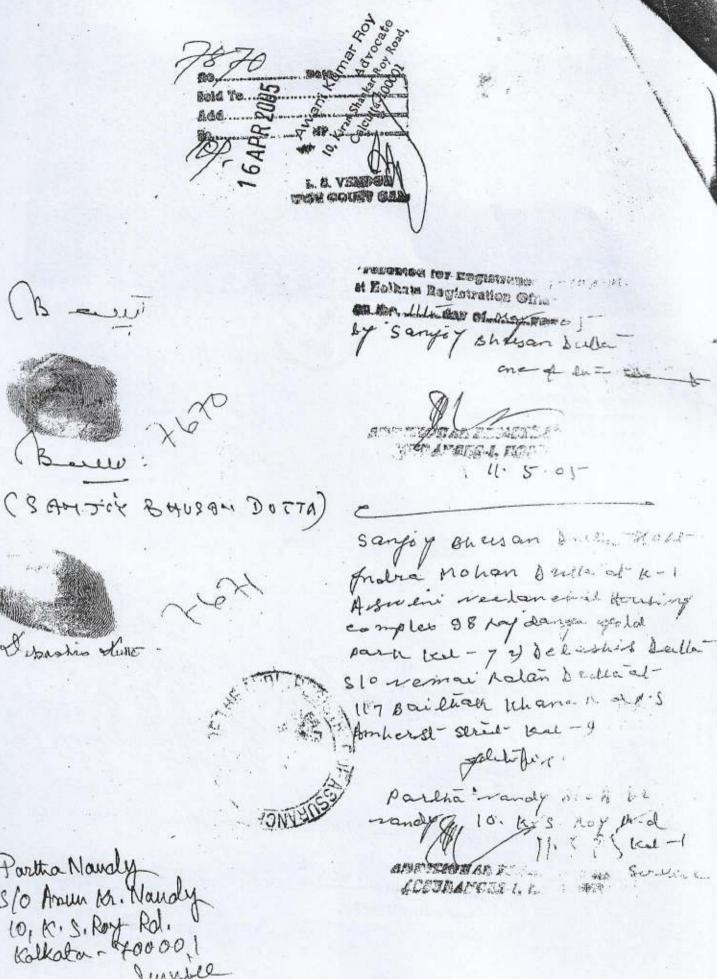
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WHEREAS:

A. By a Deed of Conveyance dated 20th May, 1947 and registered at the office of the Joint Sub-Registrar of Alipore in Book No.1, Volume No.28, Pages 271 to 276 being No.1541 for the year 1947 one Atul Krishna Dutta duly sold, transferred and conveyed the said premises to Punybant Singh Bhotra and Binoybanta Singh Bhotra each of whom thereby acquired undivided 1/2 (half) share therein.

B. The said premises No.19, Bediadanga First Lane was renumbered by the Tollygunge Municipality as 13 Bediadanga First Lane.

- C. Tollygunge Municipality has since been taken over by ad merged by the Corporation of Calcutta and now the said premises is situated within the jurisdiction of the Corporation of Calcutta.
- D. By a Deed of Conveyance dated 16th September, 1958 and registered at the office of the Sub Registrar, Alipore in Book No.1, Volume No.131 pages 213 to 222 being No.8012 for the year 1958 the said Bonoybanta Singh Bhotra had sold transferred and conveyed his undivided half share of the said premises unto and in favour of Mogan Kumari Bhotra therein described as the Purchaser.
- E. By a registered Deed of Conveyance dated 14th August, 1974 and made by and between Punyabant Singh Bhotra therein referred to as the Vendor of the one part and Nilratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta therein collectively referred to as the purchasers of the other part and registered at the office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.202 pages 274 to 284 being No.4999 for the year 1974 the vendor therein for the consideration and on the terms and conditions as mentioned therein duly sold and conveyed to the purchaser therein all that the undivided half share of the said premises No.13, Bediadanga First lane, Calcutta, P.S. Jadavpur, morefully and particularly described in the Schedule mentioned therein.
- F. By virtue of the said Deed of Conveyance the said Nilratan Dutta & Ors. became entitled to the undivided half share of the same.



Partha Mausly S/o Amen Mr. Wandy 10, K. S. Royt Rd. ()
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made by and between Mogan Kumari Bothra therein referred to as the vendor of the First part and Punybant Singh Bhotra therein referred to as the Confirming Party of the Second Part and Nilratan Dutta, Nemai Ratan Dutta and Netairatan Dutta therein collectively referred to as the Purchasers of the Third Part and registered at the office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.202 pages. 2.86... to 2.93 being Nol998 for the year 1974 the vendor therein for the consideration and on the terms and conditions as mentioned therein duly sold and conveyed to the purchaser therein all that the piece and parcel of land measuring an area of 21 katha 11 Chittack and 37 sq. ft. being the Municipal Premises No.13, Beliadanga First Lane. By virtue of the aforesaid the said Nil Ratan Dutta and Ors. became entitled to undivided half share of the said premises.

H. By virtue of both the said Deed of Conveyance the purchaser therein namely Nilratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta became the owners of the entirerity of the premises No.13, Bediadanga First Lane, having an area of 21 Katha 11 Chittack and 37 sq. ft. morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the entire premises.

October, 2004 and registered at the office of the Additional District Sub Registrar, Sealdah in Book No.1, Volume No.7, pages 263 to 270 being No.150 for the year 2005 and made by and between Sri Subodh Kumar Dutta and Ors. therein referred to as the First Part and Dr. Debasish Dutta therein referred to as the Second Part and Netai Ratan Dutta

therein referred to as the Third Part, the parties amongst themselves mutually partitioned various properties as mentioned in the Schedule therein the said premises No.13, Bediadanga First Land, renumbered as premises No.24C, Bediadanga Main Road, the vendor herein namely Debasish Dutta was allotted the Schedule "Ga" property having an area of 5 Katha 6 Chittack as shown in the sketch map and marked as lot "A" and butted and bounded by North: No.24C Bediadanga Second Lane, South: Road, Bediadanga Second lane, East: Road, and West: Ice Factory of S.B. Dutta. However on physical measurement it was found that the area of the portion allotted to Mr. Debasish Dutta is 6 katha **Q9** sq. ft. and the said Debasish Dutta remain in possession and became the owner thereof.

J. By an agreement dated 16th January, 2005 and made by and between Debasish Dutta therein referred to as the First Part/Vendor of the One Part and Sanjoy Bhusan Dutta therein referred to as the Second party/Purchaser of the Other Part the vendor agreed to sale and the Purchaser agreed to purchase all that the piece and parcel of land with the structure both RCC and Asbestos measuring about 6 Katha and 9 sq. ft. on physical measurement lying and situated at the District 24 Parganas (South), P.S. Kasba, Sub Registry Office Sealdah, Mouza Bondel, Dihi Panchanangram, holding No.485, presently known as 24C, Bediadanga Second lane, Calcutta, morefully and particularly described in the Second Schedule hereunder written (hereinafter referred to as the said premises).

- K. The Vendor represent and undertakes to the purchaser as follows
- a) The said premises is free from all encumbrances, charges, mortgages, liens and lispendences whatsoever in nature.
- b) No suit and/or any legal proceeding is pending in any Court of law in respect of the said premises.
- c) There is no notice or any acquisition or requisition proceeding of any nature is pending in respect of the said premises nor the vendor is aware of the same.
 - d) The Vendor do not hold any excess vacant land within the meaning of Urban Land Ceiling and Regulation Act, 1976.
 - e) No demand under the Public Demand Recovery Act is pending against themselves.
 - At present there is no workers or employees or any other persons engaged by the company in respect of the work done earlier in the said premises. Vendors and their associates duly settled all the dues of the worker and they have resign.
 - There is no outstanding dues of any Government statutory

 Authorities, Provident Fund, E.S.I., CESC or any other Authorities

 concerning to or relating to the function of the said works at the

 said premises. The Vendor undertakes that in case if in future any

 demands or claim of any nature whatsoever made by any one he

will settle the same within 60 days of such claim and always kept the purchaser or his nominee and associates indemnify and harmless in this regard.

- h) There is no common passage in the said premises. For the access to the other plots there is a passage adjacent to the said premises as shown in the map or plan annexed hereto.
- L. Relying upon the aforesaid representation made by the Vendor and believing the same to be true and correct the vendor agreed to sale and the purchaser agreed to purchase the said premises free from all encumbrances, charges, mortgages, liens and lispendences whatsoever in nature at and for a consideration of Rs.27,05,625/- (Rupees Twenty-seven lacs Five thousand Six hundred and Twenty-five) only and on the terms and conditions as will appear hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs.27,05,625/- (Rupees Twenty-seven lacs Five thousand Six hundred Twenty-five) only paid of the lawful money of the Union of India well and truly paid by the purchaser to the vendor at or before execution of these presents (the receipt whereof the vendor do and each one of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and discharge the purchaser and the said space) the vendors do and each one of them hereby granted transferred convey assure and assign unto and in favour of the purchaser ALL THAT the pece and parcel of land with structure (old Tin-shed and RCC) measuring about 6 Katha and 9 Sq. ft. (to be

finalized on actual measurement basis) (approx.) more or less lying and situate at 24C, Bediadanga Second lane, P.S. Kasba, Kolkata-700 039, including the old Tin-shed/RCC factory shed, hereditaments and premises together with land and appurtenant thereto OR HOWSOEVER OTHERWISE the said premises or any part thereof now is or are or heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all the construction ditches ways, paths, passages, common passages fences common fences and hedges walls common walls tube wells water common water course grounds tanks fruits use fruits and solid thereof lights ancient lights rights liberties privileges easements and appurtenances belonging to or appurtenant thereof and the reversion or reversions reminder or remainders rents issues and profits and all covenants and indemnities heretofore executed in respect of and in favour of or in any manner relating to the said premises also together with all rights advantages benefits privileges liberties in respect of the said premises hereditaments and premises hereby conveyed or intended or expresses so to be and all the estate right title interest claims and demands whatsoever of the vendor into or upon the said space hereditaments and premises or any part thereof TOGETHER WITH all deeds paths and muniments of title exclusively relating to or concerning the said premises or any part thereof which now are or hereafter shall or may be in the possession of power or control of the vendor or any other person or persons from whom they may procure the same without any action or suit and all the benefits of any covenant for production of documents contained in any documents TO HAVE AND TO HOLD the said premises hereditaments messurage and premises hereby granted expressed or intended so to be unto and to the use of the purchaser

absolutely and for ever. The vendor hereby covenant with the purchaser that notwithstanding any act deed or thing done by the vendor or any of his predecessors and ancestors in title deed executed or knowingly suffered to the contrary the vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments messuage tenement house and premises hereby granted or expressed to be and every part thereof for a perfect and indefeasible estate equivalent thereto without any manner or condition use trust or other things whatsoever to alter defect encumber or make void the same and that notwithstanding any such act deed or things whatsoever as aforesaid the vendor has now in himself good right full power and absolute authority to grant convey sell transfer the said premises hereby granted to expressed so to be unto and to the use of the purchaser in the manner aforesaid and that the purchaser his successor, heirs, legal representatives, executors, administrators and assigns shall and may at all times hereafter peaceably or equitably possess and enjoy the said premises and receive the rents issued and profits and interest 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 him and free and clear and freely and clearly and absolutely acquired exonerated discharged by the vendor and well and effectively saved kept harmless and indemnified of from and against all demands matters estate right title and interest lien charges and encumbrances whatsoever done suffered occasioned or made by the vendor or any of his predecessors and ancestors in title or any person or persons lawfully or equitably claiming from under or in trust for them and further the vendor and all person or persons having lawfully or equitably claiming any estate or interest in the said premises hereditaments messuage tenement house and premises or any of them or any part thereof from under and in trust for the vendor or any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such acts and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of railway relinquished revenue free land measuring 21 cottahs 11 chittacks and 37 sq. ft. be the same a little more or less TOGETHER WITH the brick built one storied building or structure standing thereon or on part thereof in Mouza Bondel, Dihi Panchannagram, holding No.485, Grand Division-V, Sub Division-I, District 24 Parganas, P.S. Jadavpur (formerly P.S. Tollygunge) Sub Registry Office Alipore within Calcutta Corporation being the divided Eastern portion of the Municipal premises No.13, Bediadanga First Lane (formerly No.19, Bediadanga First Lane) shown in the map or plan hereto annexed and bordered Red and marked Physics butted and bounded in the manner following that is to say:

ON THE NORTH : By open land

ON THE SOUTH : By Bediadanga Second Land

ON THE EAST : By a passage and thereafter by the premises no. 24A, Bediadanga Second Land.

ON THE WEST: Partly by the divided Western portion of premises No. 13, Bediadanga First Lane, also shown in the said shown in the said plan and thereon marked Plot 'A' and partly by the premises No.12, 12/1,

Bediadanga First Lane.

Destary)

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land with structure (with very old tin sheded/RCC shed), measuring about 6 katha and 09 sq. ft. on physical measurement more or less lying situated at District 24 Parganas (South), Police Station Kasba, Sub Register office Sealdah, Mouza Bondel, Dihi Panchannagram Holding No.485, Grand Division No.5, Sub Division No.1, Sebeke 19, Bediadanga First Lane, now/presently 24C

Division No.1, Sebeke 19, Bediadanga First Lane, now/presently 24C, and shown in the map or plan in plat'h' and boarded with Red and Bediadanga Second lane, Kolkata-700 039, butted and bounded in the manner following that is to say:-

ON THE NORTH : 24C, BEDIADANGA Second Lane (vacant land and pond of other beneficiaries).

ON THE SOUTH : Road, Bediadanga Second Lane,

ON THE EAST : Road

ON THE WEST : Factory of S.B. Dutta Enterprise.

IN WITNESS WHEREOF the parties hereto set and subscribed their hands and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Calcutta in the

presence of:

Lower Delta

114 Builtonk Klaus Road

Cal 9

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SIGNED SEALED AND DELIVERED

by the PURCHASER at Calcutta in the

presence of:

Arrain Kenn R

Parta Manely

(Bassell

Lebashis Sula

(SAMJOY BENUSAN DUTTA)

Doath by Awaii Kein Ry

MEMO OF CONSIDERATION

RECEIVED from the within the above named Purchasers the sum of Rs.27,05,625/-(Rupees Twenty-seven lacs Five thousand Six hundred Twenty-five only) being Consideration in full and final payment.

Rs. 27,05,625/-

MEMO OF CONSIDERATION

1) By Pay Order No O 16082 oft 9-5-2005 for B. One lac five thought 5; x hawdown to entitive a finish Pay Pay Order No. 12470 2 off 11-5-2001 for B 27.00,000/- (Rupers twenty two laces for B 27.00,000/- (Rupers two laces for laces for

Rs. 27,05,625/-

(Rupees Twenty-seven lacs Five thousand Six hundred Twenty-five only)

WITNESSES:

1. Loma Dulta 117 Buithak Khaner Road Cal-9

2. Somenalk Blother Long Je 28 harry Dark, Block- A VENDORS

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DATED THIS I(DAY OF New 2005.

REGD IN

 BETWEEN

DEBASHIS DUTTA

OWNER

AND

SANJOY BHUSAN DUTTA

PURCHASER

DEED OF CONVEYANCE

War and War an

11.505-

MR. AWANI KUMAR ROY

Advocar-

10, Kiran Shankar Roy Road, Kolkata – 700 001.

Acounty of

Debasish Dutta & Sanjoy Bhusan Dutta