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### DEED OF CONVEYANCE

August, Two Thousand Six BETWEEN (1) SRI GAUTAM CHAUDHURI son of Late Santosh Kumar Chaudhuri, by faith-Hindu, by occupation-Business and (2) SMT. SIPRA CHAKRABARTY, wife of Sri Srimanta Chakrabarty, by faith-Hindu, by occupation-Housewife, both are residing at 5/37, Sahid Nagar, Kolkata-700 031, P. S. Kasba, in the

4.08.06 Seld to Bri/Sms # 25.cn/ Eleanin Glask Li poto Treasury, Couth 24 4331/41 20,000 15 m on a House fregady o a en ma box Sipromote kreabarry. Kol- 700075



04BB 687981

(2)

District of South 24-Parganas, hereinafter collectively referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

#### AND

SRI ALOKESH ROY, Son of Late Amiya Kumar Roy, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P. S. Kasba, in the District of South 24-Parganas, hereinafter 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.



20.8.06

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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(3)

WHEREAS after the partition in India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS Nirupama Chakraborty, since deceased was one of such persons who had come to use and occupy a piece of land

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Rs.20

TWENTY RUPEES

## INDIA NON JUDICIAL

कारन पश्चिम बंगाल WEST BENGAL

02AA 056483

(4)

measuring 2 Cottahs 12 Chittaks 0 Square feet lying and situated at Mouza-Dhakuria, J. L. No. 18, in E/P No. 130, S/P No. 384, in C. S. Plot No. 1557(P), P. S. Kasba, in the District of South 24-Parganas.

AND WHEREAS the said Nirupama Chakraborty, since deceased being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for the aforementioned plot of land for her rehabilitation.

AND WHEREAS by an Indenture of Gift made on 20th day of April, 1989 between the Governor of the State of West Bengal for and

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4331/41 4.08.06 Ko1-31 Marie Hallery One Sub Avaister (III Angel South 24 Processes on behalf of the Refugee, Relief and Rehabilitation Department, Government of West Bengal described therein as the Donor of the one part and Smt. Nirupama Chakraborty, wife of Late Jiban Kumar Chakraborty described therein as the Donee of the other part the said Donor gifted, transferred and conveyed a piece of homestead land measuring 2 Cottahs 12 Chittaks 0 Square feet lying and situated at Mouza-Dhakuria, J. L. No. 18, in E/P No. 130, S/P No. 384, in C, S. Plot No. 1557(P), P. S. Kasba and conferred absolute right, title and interest in favour of the said Donee and the said Deed of Gift was registered on the even date in the office of the Additional District Registrar at Alipore and recorded therein in Book No. I, Volume No. 32, Pages 197 to 200, Being No. 2375 for the year 1989 and the said Donee accepted the said gift of the Donor.

AND WHEREAS the said Nirupama Chakraborty during her life time made and published her last Will and Testament on 19th day of September, 1974 wherein she bequeathed her aforementioned property in favour of her nephew Sri Gautam Chaudhuri and niece Smt. Sipra Chakrabarty and appointed her younger brother Sri Santosh Kumar Chaudhuri as Executor of the said Will and the said Will and Testament was registered on the even date in the office of the District Registrar at Alipore and recorded therein in Book No. 111. Volume No. 8, Pages 34 to 36, Being No. 142 for the year 1974.

AND WHEREAS thereafter the said Nirupama Chakraborty while thus absolutely seized and possessed of the said property died on 13th day of August, 1991 leaving her last Will and Testament dated 19th day of September, 1974. AND WHEREAS thereafter the said Executor Santosh Kumar Chaudhuri died on 18.05.1996 before obtaining probate of the last Will and Testament of the said deceased Testatrix Nirupama Chakraborty.

AND WHEREAS after the demise of said sole Executor Santosh Kumar Chaudhuri, the beneficiaries of the said last Will and Testament of the said deceased Testatrix, Sri Gautam Chaudhuri and Smt. Sipra Chakraborty jointly applied for grant of Letters of Administration of the said last Will and Testament of Nirupama Chakraborty, since deceased before the Learned Court of District Delegate at Alipore vide Act 39 Case No. 201 of 2004 (L.A.).

AND WHEREAS the Letters of Administration of the said last Will and Testament of Nirupama Chakraborty granted by the Learned District Delegate at Alipore on 5th day of October, 2005 in favour of the joint applicants Sri Gautam Chaudhuri and Smt. Sipra Chakraborty.

AND WHEREAS by virtue of the Letters of Administration granted by the Learned District Delegate at Alipore in Case No. 201 of 2004 (L.A.) the said beneficiaries Sri Gautam Chaudhuri and Smt. Sipra Chakraborty became the joint owners of the said property left by Nirupama Chakraborty having moity share.

AND WHEREAS thereafter the said owners Sri Gautam Chaudhuri and Smt. Sipra Chakraborty while thus jointly seized and possessed of the said property got their names jointly mutated in the records of The Kolkata Municipal Corporation and the said plot of land has since been numbered as Municipal Premises No. 32B, Kalipada Roy Lane, Kolkata-700 031, P. S. Kasba and are paying taxes regularly.

AND WHEREAS the said owners Sri Gautam Chaudhuri and Smt. Sipra Chakraborty who are the present Vendors expressed their desire to sell the said property in its entirety measuring 2 Cottahs 12 Chittaks 0 Square feet be the same a little more or less together with structure standing thereon lying situate at and being known as Municipal Premises No. 32B, K. P. Roy Lane, Kolkata-700 031, P. S. Kasba, which is morefully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS the Purchaser coming to know the said desire of the Vendors proposed to purchase the said property in its entirety at or for the cosideration of Rs. 6,00,000/- (Rupees six lacs) only which is morefully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS the Vendors having accepted the said proposal of the Purchaser agree to sell and the Purchaser agrees to purchase the said property in its entirety which is morefully and particularly mentioned and described in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 6,00,000/- (Rupees six lacs) only of lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendors at or before the execution of

these presents (The receipt whereof the Vendors doth hereby admit and acknowledge) and of and from the same and every part thereof the Vendors hereby acquit release and forever discharge the Purchaser, his heirs, executors, administrators, legal representatives and assigns and every one of them and also the said property they the Vendors as beneficial owners do by these presents indefeasibly grant, sale, convey and transfer, assign and assure unto and to the use and benefit of the Purchaser, his heirs, executors, administrators, legal representatives and assigns free from all encumbrances and other defect in title ALL THAT piece and parcel of homestead land measuring 2 Cottahs 12 Chittaks 0 Square feet be the same a little more or less together with brick built partly asbestosh and partly tin shed structure standing thereon more particularly delineated in the Map or Plan annexed hereto and thereon shown with boundary lines in RED verge lying and situated at Mouza-Dhakuria, J. L. No. 18, in E/P No. 130, S/P No. 384, in C. S. Plot No. 1557(P), P. S. Kasba, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No. 32B, K. P. Roy Lane, Kolkata-700 031, along with ancient and other rights, lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any way appertaining to which is morefully and particularly mentioned and described in the Schedule hereunder written and hereinafter for the sake of brevity and referred to as the said property OR HOWSOEVER otherwise the said property or any part thereof now is or are at any time or times heretofore were or was situated butted and bounded called known numbered described and distinguished TOGETHER WITH all benefits and advantages of ancient and other rights, lights, liberties, privileges,

easements, inheritance, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any way appertaining or usually held occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof together furthermore all estate right title interest inheritance use trust claim and demand whatsoever both at law and in equity of the Vendors into or upon or in respect of the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which is anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors, their heirs, executors, administrators, legal representatives or any person or persons from whom they can or may procure the same without action or suit at law or in equity TO ENTER UPON AND TO HAVE HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with rights, members and appurtenances unto and to the use of the Purchaser, his heirs, executors, administrators, legal representatives and assigns absolutely and forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and from against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from these AND the Vendors do hereby for themselves, their heirs, executors, administrators, legal representatives covenant with the Purchaser, his heirs, executors, administrators, legal representatives d assigns THAT NOTWITHSTANDING any act deed or things whats er by til Vendors or by any of their predecessors and ancestors in titl. done, executed or knowingly suffered to the contrary they the Vendors had all material times

heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser, his heirs, executors, administrators, legal representatives and assigns in the manner aforesaid AND THAT the Purchaser, his heirs, executors, administrators, legal representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction, hinder and interruption disturbance, claim and demand whatsoever from or by the Vendors or any person or persons having or lawfulfy or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their predecessors or ancestors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors in title or any person or persons lawfully or quitably claiming as aforesaid AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors or from or under any of the predecessor or ancestors in the title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, his heirs, executors, administrators, legal representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for

further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, his heirs, executors, administrators, legal representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendors and all their heirs, executors, administrators, legal representatives shall at all times hereafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, legal representatives and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants hereunder contained.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of homestead land measuring 2 Cottahs 12 Chittaks 0 Square feet be the same a little more or less together with brick built partly asbestosh and partly tin shed structure standing thereon measuring 700 Square feet more particularly delineated in the Map or Plan annexed hereto and thereon shown with boundary lines in RED verge lying and situated at Mouza-Dhakuria, J. L. No. 18, in E/P No. 130, S/P No. 384, in C. S. Plot No. 1557(P), P. S. Kasba, Sub-Registration office formerly Alipore at present Sealdah, now within the local limits of the Kolkata Municipal Corporation under Ward No. 22 being known as Municipal Premises No. 32B, K. P. Roy Lane, Kolkata 700 031, in the District of South 24-Parganas, which is butted and bounded in the manner following:

On the North By Colony Boundary;

On the South : By Colony Boundary ;

On the East : By K.M.C. Road;

On the West .: By Colony Road.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PARTIES AT KOLKATA IN THE PRESENCE OF :-

## WITNESSES:

- 1. Kuntal Bhowmile 4/13, satisfiagor Kd- Doros
- 2. Abhisheh Ry. 140 Sahid Nagan Kn - 700031

1. Gantam Chandhuri 2. Sipra chakrabarry.

SIGNATURE OF THE VENDORS

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# MEMO OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs. 6,00,000/- (Rupees six lacs) only being the full consideration money

1. By Cheque No. 601616 dt. 24.06.2003 for	Tue No. 601616 de 24 a	
2. By Cheque No. 601616 dt. 24.06.2003 for 3. By Cheque No. 601630 to 124.06.2003 for	Rs.	25,000/
3. By Cheque No. 601639 dt. 15.07.2003 for 4. By Cheque No. 601640 tt.	Rs.	25,000/-
4. By Cheque No. 601640 dt. 15.07.2003 for 5. By Cheque No. 601642	Rs.	1,00,000/-
5. By Cheque No. 601640 dt. 15.07.2003 for 6. By Cheque No. 601644 dt. 28.07.2003 for		2,00,000/-
6. By Cheque No. 601644 dt. 28.07.2003 for	Rs.	1,00,000/-

6. By Cheque No. 601644 dt. 28.07.2003 for all the above cheques were drawn on Standard Chartered Bank, Jodhpur Park Branch, Kolkata-700 068.

(Rupees six lacs) only

6,00,000

1,50,000/-

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS AT KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

1. Kuntel (Showind)

2. Sipra chakrabarty.

2. Athishell by.

SIGNATURE OF THE VENDORS

JUDGES' COURT, ALIPORE, KOLKATA - 700 027 REGN. NO. W. B./334/89

TYPED BY :

PALASH ADHIKARY

JADAVGARH, KOLKATA - 78

OF MOUZA - DHAKURIA, J.L. NO.- 18, P.S.-KASBA, NOW UNDER K.M.C. WARD NO. 92, BEING MUNICIPAL PREMISES NO. 32B, K.P.ROY LANE, KOLKATA - 700 031.

AREA OF LAND - 2Ka - 12 Ch. - 0 Sft.

ER NO. - 130
SP NO. 384

SITE PLAN SCALE - 1:200

Si jora chandhuri

SIG, OF VENDOR

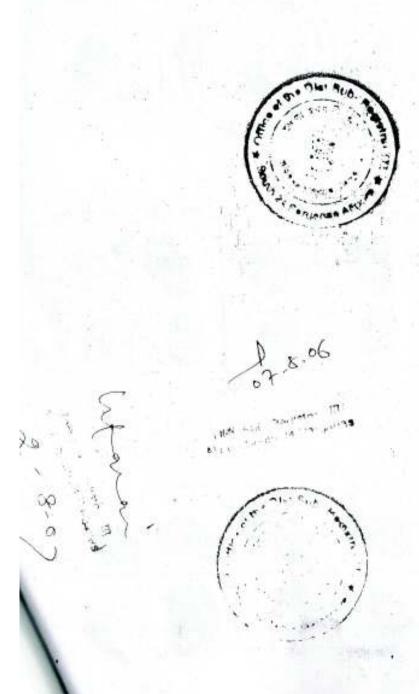
SIG. OF PURCHASER

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	right hand				1	
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,	-	Thumb	1st finger	middle finger	ring finger	small finger
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Signature Sipha Chakrabarty.

	1	Thumb	1st finger	middle finger	ring finger	small fing
РНОТО	left hand		A.		(1)	
	right hand	Minnager				*

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#### DEED OF CONVEYANCE

#### BETWEEN

- 1. SRI GAUTAM CHAUDHURI
- 2. SMT. SIPRA CHAKRABORTY

..... YENDORS

AND

SRI ALOKESH ROY

..... PURCHASER

DRAFTED BY :
SUBRATA KARMAKAR
ADVOCATE
JUDGES' COURT, ALIPORE,
KOLKATA - 700 027