

E 917273

Certified that the document is admitted to registration. The Signature sheet and the undursement sheets attached with document,

Addl. District Sub Registrar Behala, South 24 Parganas

# DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the sty, day of

Two Thousand Twelve (2012), BETWEEN

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

Registered in Book - I CD Volume number 7 Page from 4242 to 4282 being No 02216 for the year 2012.



(Asish Goswami) 05-March-2012 ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A. D. S. R. BEHALA West Bengal



## Government Of West Bengal

Office Of the A. D. S. R. BEHALA District:-South 24-Parganas

Endorsement For Deed Number: 1 - 02216 of 2012

(Serial No. 02251 of 2012)

Payment of Fees:

On 05/03/2012

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: 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 26616/-, on 05/03/2012

( Under Article : A(1) = 26609/- ,E = 7/- on 05/03/2012 )

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

Certified that the required stamp duty of this document is Rs.- 145210 /- and the Stamp duty paid as:

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 46700/- is paid, by the draft number 611248, Draft Date 01/03/2012, Bank Name State Bank of India, Rabindranagar (Behala), received on 05/03/2012
- 2. Rs. 46700/- is paid, by the draft number 611250, Draft Date 01/03/2012, Bank Name State Bank of India, Rabindranagar ( Behala ), received on 05/03/2012
- 3. Rs. 46820/- is paid, by the draft number 611249, Draft Date 01/03/2012, Bank Name State Bank of India, Rabindranagar ( Behala ), received on 05/03/2012

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

Presented for registration at 11.49 hrs on :05/03/2012, at the Office of the A. D. S. R. BEHALA by Anuradha Roy ,Claimant.

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

Execution is admitted on 05/03/2012 by

1. Partha Roy Chowdhury, son of Late Dr. Mohini Mohan Roy Chowdhury, 20/1, Thakurpukur Rd, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700063 , By Caste Hindu, By Profession : Retired Person

( Asish Goswami )

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

05/03/2012 12:28:00

EndorsementPage 1 of 2



# Government Of West Bengal

Office Of the A. D. S. R. BEHALA District:-South 24-Parganas

Endorsement For Deed Number: I - 02216 of 2012

(Serial No. 02251 of 2012)

- Kakali Ray Chowdhury Alias Kakali Ray, daughter of Late Dr. Mohini Mohan Roy Chowdhury, 20/1, Thakurpukur Rd, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700063, By Caste Hindu, By Profession: Retired Person
- 3. Koyeli Roy Chowdhury Alias Koyeli Ray, daughter of Late Dr. Mohini Mohan Roy Chowdhury , 20/1, Thakurpukur Rd, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O.: - Pin: -700063, By Caste Hindu, By Profession: Professionals
- 4. Anuradha Roy, wife of Subrata Roy , 30/1, Kedar Chatterjee Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700034 , By Caste Hindu, By

Identified By Anil Kr. Naskar, son of Late Ganesh Ch. Naskar, Alipore Police Court, L-39/92, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste: Hindu, By

## Executed by Attorney

### Execution by

1. Partha Roy Chowdhury, son of Late Dr. Mohini Mohan Roy Chowdhury, 20/1, Thakurpukur Rd, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700063 By Caste Hindu By Profession: Retired Person,as the constituted attorney of Dipali Das Gupta alias Deepali Dasgupta is admitted by him.

Identified By Anil Kr. Naskar, son of Late Ganesh Ch. Naskar, Alipore Police Court, L-39/92, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste: Hindu, By

> (Asish Goswami) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Anwadha fog Parthe Rey Wordhi Kakali Ray Kayeli Rey charol

( Asish Goswami ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

pepartment of Finance (kevenue) , pirectorate of kegistration and Stamp kevenue Office of the A. D. S. R. BEHALA, District- South 24-Parganas Signature / LTI Sheet of Serial No. 02251 / 2012, Deed No. (Book - I , 02216/2012)

ture of the Presentant

| ne of the Presentant | Photo      | Finger Print | Signature with date |
|----------------------|------------|--------------|---------------------|
| nuradha Roy          | 6          |              | Anoradha Pay        |
|                      | 20         | N//          | 751.                |
|                      | 05/03/2012 | 05/03/2012   |                     |

| SI No. | Admission of Execution By  | Status                  | Photo      | Finger Print                              | Signature        |
|--------|--|-------------------------|------------|---|------------------|
| 1      | Partha Roy Chowdhury<br>Address -20/1, Thakurpukur<br>Rd, Kolkata,<br>Thana:-Thakurpukur,<br>District:-South 24-Parganas,<br>WEST BENGAL, India, P.O.:-<br>Pin:-700063 | Self and as<br>Attorney |            | LTI                                       | Parthe Rychardh  |
|        |  |                         | 05/03/2012 | 05/03/2012                                |                  |
| 2      | Kakali Ray Chowdhury Address -20/1, Thakurpukur Rd, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700063                   | Self                    | 05/03/2012 | LTI<br>05/03/2012                         | Warreli Kay      |
| 3      | Koyeli Roy Chowdhury<br>Address -20/1, Thakurpukur<br>Rd, Kolkata,<br>Thana:-Thakurpukur,<br>District:-South 24-Parganas,<br>WEST BENGAL, Indla, P.O.:-<br>Pin:-700063 | Self                    |            | A. S. | Kosdi Raychowalh |
|        |  |                         | 05/03/2012 | 05/03/2012                                |                  |
| 4      | Anuradha Roy<br>Address -30/1, Kedar<br>Chatterjea Road, Kolkata,<br>Thana:-Behala,<br>District:-South 24-Parganas,<br>WEST BENGAL, India, P.O.:-<br>Pin:-700034       | Self                    | 05/03/2012 | LTI<br>05/03/2012                         | Anwadha Rog      |

Name of Identifier of above Person(s)

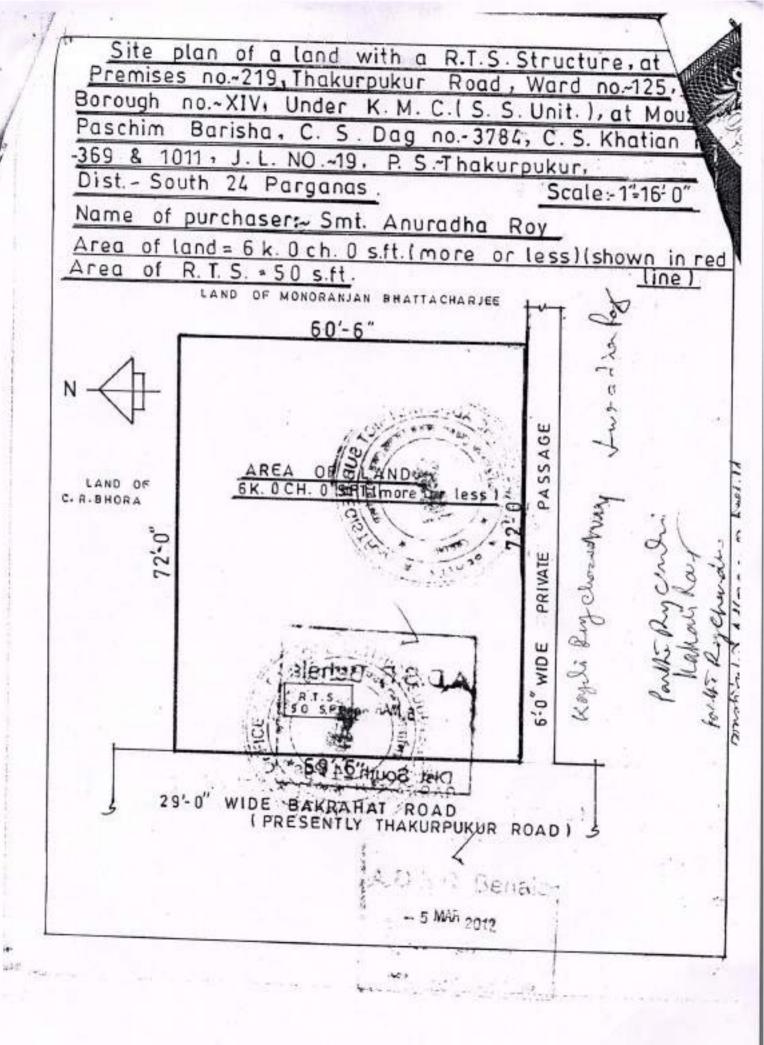
Anil Kr. Naskar Alipore Police Court, L-39/92, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027

Signature of Identifier with Date

(Asish Goswami) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A. D. S. R. BEHALA

Page 1 of 1

05/03/2012





(1) SRI PARTHA ROY CHOWDHURY, son of Late Dr. Mohini Mohan Roy Chowdhury, by occupation – Retired Teacher, (2) KAKALI RAY CHOWDHURY alias KAKALI RAY, daughter of Late Dr. Mohini Mohan Roy Chowdhury, by occupation – Retired Teacher, (3) KOYELI ROY CHOWDHURY alias KOYELI RAY, daughter of Late Dr. Mohini Mohan Roy Chowdhury, by occupation – Teacher, all by faith – Hindu, by Nationality – Indian, all are residing at 20/1, Thakurpukur Road, Police Station - Thakurpukur, Kolkata – 700 063, District of South 24 - Parganas, and



wife of Sri Amit Dasgupta and daughter of Late Mohini Mohan Roy Chowdhury, by faith – Hindu, by occupation – House-wife, by Nationality – Indian, at present residing at BSNL Officers' Quarter, Kaveri Building, J.B. Nagar, Flat No.403, near Goel Hospital, Andheri East, P.S. Andheri Police Station, Mumbai – 400059, represented by her constituted ATTORNEY, SRI PARTHA ROY CHOWDHURY, son of Late Dr. Mohini Mohan Roy Chowdhury, by faith – Hindu, by occupation – Retired Teacher, residingat 20/1,

Thakurpukur Road, P. S. - Thakurpukur, Kolkata - 700063,

(4) SMT. DIPALI DAS GUPTA alias DEEPALI DASGI



District – South 24-Parganas, vide a General Power of Attorney, duly registered in the office of Sub Registrar, Andheri No.3, dated 22-92-2012, Being No.01425 for the year 2012, hereinafter collectively called and referred to as the <u>VENDORS</u>, (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND



Rahali hay forthe layelander: Regels Buyclooder Parthe Rycharder (worth Hans Attorn) 3 for Bipal: Dasguthay 6

SMT. ANURADHA ROY, wife of Sri Subrata Roy, by faith — Hindu, by occupation — House-wife, by Nationality — Indian, residing at 30/1, Kedar Chatterjee Road, P.S. Behala, Kolkata—700034, hereinafter called and referred to as the PURCHASER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives, administrators and/or assigns) of the OTHER PART.

WHEREAS one Rahim Fakir, since deceased, was the sole and absolute owner of land measuring 1.58 acres in C.S. Dag Nos. 3784, 3785 and 3784/3950, under C.S. Khatian Nos.369 and 1011 of Mouza – Paschim Barisha, District – South 24-Parganas, and his name had been duly recorded in the records of the District Settlement as the lawful owner thereof in respect of the said land measuring 1.58 acres more or less under C.S. Khatian Nos. 369 and 1011 and the Record of Rights had been finally published in his name.

AND WHEREAS during peaceful enjoyment over the asaid land measuring 1.58 acres more or less by said Rahim Fakir, he died intestate long before leaving behind him surviving his wife Mariam Bibi and his five sons Sk. Raysan Ali Mondal, Sk. Najibar, Bahaman Mondal, Sk. Tajiban Rahaman Mondal, Sk. Kasem Ali Mondal and Sk. Kinurali Mondal and his three daughters Mariam Bibi, Amena Bibi Khatun and Abedha Khatun Bibi as his legal heirs and successors to inherit the entire estate including the said land measuring 1.84 acres left by him according to Muslim School of Law.

AND WHEREAS after the death of said Rahim Fakir, his wife Mariam Bibi became the owner of the undivided 1/8<sup>th</sup> share of the said property and his said five sons and three daughters became the joint owners of remaining 7/8<sup>th</sup> share of the said property having undivided 14/104<sup>th</sup> share each of the said

five sons and having undivided 7/104th share each of the said three daughters of the said property left by said Rahim Fakir.

AND WHEREAS said Sk. Kinurani Mondal being the son of said Late Rahim Fakir by one Deed of Conveyance dated 2<sup>nd</sup> January, 1941, said Mariam Bibl being the wife of said Late Rahim Fakir by one Deed of Conveyance dated 4<sup>th</sup> December, 1941 and said Mariam Bibl by one Deed of Conveyance being the daughter of said Late Rahim Fakir by one Deed of Conveyance being the daughter of said Late Rahim Fakir by one Deed of Conveyance dated 15<sup>th</sup> May, 1942 sold, transferred and conveyed their respective undivided share of the said land under the said two Khatians to one Saher Ali Mondal, since deceased, son of Late Sk. Kareni Mondal of Gangarampur, P.S. Behala, District 24-Parganas.

AND WHEREAS said Saher Ali Mondal, since deceased, became the sole and absolute owner of the undivided 50. 5/ 12 sataks of land with structure of the dags under the said two khatians by the strength of the dags under the said two khatians by the strength of the said three Deed of Conveyance dated 2<sup>nd</sup> January,1941, 4<sup>th</sup> December,1941 and 15<sup>th</sup> May,1942.

AND WHEREAS the said Saher Ali Mondl, since deceased, filed one title suit being No.11 of 1946 in the Court of the 2<sup>nd</sup> Sub-Judge at Alipore, District 24-Parganas, against the other

co-sharers of the said property for partition of the said property amongst them.

AND WHEREAS the said Saher Ali Mondal got the demarcated and separated land measuring 50.5/12 sataks more or less including the 46 sataks of bagan land as per terms of the order of final decree dated 10<sup>th</sup> January,1948, passed by the said Ld. 2<sup>nd</sup> Sub-Judge at Alipore, District – 24-Parganas, in the said T.S. No.11 of 1946 as per report filed by the Advocate Partition Commissioner in the said suit named Jiban Krishna Ghosh filed on 17<sup>th</sup> July,1947 in the said title suit being No.11 of 1946.

AND WHEREAS during peaceful enjoyment over the said land measuring 50.5/12 sataks more or less by said Saher Ali Mondal, he died intestate leaving behind him surviving his son Md. Ali Mondal and three daughters Haliman Bibi, Safuran Bibi, since deceased, and Rahimon Bibi, alias Taslima Bibi, as his legal heirs and successors to inherit the estate including the said land left by him.

AND WHEREAS after the death of said Saher Ali Mondal, his son Md. Ali Mondal, became the owner of the undivided 2/5<sup>th</sup> share of the said land and his three sisters namely, Haliman Bibi, Safuran Bibi, since deceased, and Rahiman Bibi, alias Two Lone Bibi, became the owner of undivided 1/5<sup>th</sup> share each of the said property according to Muslim School of Law.

full leyer Si

Makali Kay Part Rychadle Ergelingender Parti Englander Parti Englander (English Attory) (English Story)

AND WHEREAS said Safuran Bibl died intestate leaving behind her surviving his two daughters Mariam Bibl and Chipanecha Bibl, as her legal heirs and successors and after her death, her said two daughters became the joint owners of the said property left by her having undivided 1/10<sup>th</sup> share each.

and where and during peaceful enjoyment over the undivided 1/5<sup>th</sup> share of the said property by said Haliman Bibi, she sold, transferred and conveyed of the said undivided 1/5<sup>th</sup> share of the said land under C.S. Khatian Nos.369 & 1011, by one Deed of Sale dated 10<sup>th</sup> April,1956 in Aftabuddin Baidya, son of Late Moyjauddin Baidya of Bakra Hat Road, Jaygirghat, Paschim Barisha, P.S. Behala, District – 24-Paranas, and said Aftabuddin Baidya was the husband of Rebaka Bibi, who was the only and one married female issue of the deceased Rahiman Bibi, alias Taslima Bibi, one of the daughters of said Late Saher Ali Mondal.

and where said during peaceful enjoyment over the said undivided 2/5<sup>th</sup> share of the said land by said Md. Ali Mondal, he sold, transferred and conveyed the said undivided 2/5<sup>th</sup> share of the said land under C. S. Khatian Nos. 369 and 1011 by one Deed of Sale dated 10<sup>th</sup> January 1957 to said Aftabuddin Baidya.

The American Port

AND WHEREAS during peaceful enjoyment over the said undivided 1/5<sup>th</sup> share of the said land by said Mariam Bibi and Chipanecha Bibi, they jointly sold, transferred and conveyed the said undivided 1/5<sup>th</sup> share of the said land by one Deed of Sale dated 6<sup>th</sup> December, 1957.

AND WHEREAS said Aftabuddin Baidya become the owner of undivided 4/5<sup>th</sup> share of the said demarcated and separated land measuring 50 5/12 sataks left by said Saher Ali Mondal by the strength of said three Deeds of Sale dated 10<sup>th</sup> April,1956, 10<sup>th</sup> January,1957 and 6<sup>th</sup> December,1957 and remaining undivided 1/5<sup>th</sup> share of the said land was lying with said Rahiman Bibi alias Taslima Bibi who is the wife of Late Amir Ali Mirza of B-26, Iron Gate Road, Metiabruz, P.S. Garden Reach, Kolkata – 700024, vide T.S. No.68/58 of 1964 filed on 01.09.1958, which was renumber as T.S. No.87 of 1964.

AND WHEREAS said Aftabuddin got possession of the undivided 4/5<sup>th</sup> share of the said land and said Taslima Bibi alias Rahiman Bibi was in possession of the undivided 1/5<sup>th</sup> share of the said demarcated and separated land measuring 50.5/12 sataks more or less and they mutually partition the said land measuring 50.5/12 sataks more or less between them.

AND WHEREAS said Aftabuddin Baidya sold, transferred and conveyed one demarcated and separated plot of bagan land measuring 03 cottahs more or less out of the 46 sataks of bagan land in C.S. Dag No.3784, under C.S. Khatian Nos. 369 & 1011 of Mouza — Paschim Barisha, J.L. No.19, P.S. Behala, District — 24-Parganas, with common enjoyment and possession of the common passage on the southern side of the said plot of land running east to west to Smt. Durga Rani Sadhukhan, wife of Sri Dasarathi Sadhukhan of 27/1, Naba Kumar Nandi Bye Lane, Howrah, by one registered Deed of Sale written in Bengali executed on 13th December, 1957 and registered on 14th December, 1957, registered in the office of the Joint Sub-Registrar of Alipore at Behala, District — 24-Parganas, recorded in Book No.1, Volume No.56, Pages 218 to 221, Being No.4188 for the year 1957.

AND WHEREAS said Aftabuddin Baidya further sold, transferred and conveyed another demarcated and separated plot of bagan land measuring 03 cottahs more or less in the portion of said C.S. Dag No.3784 of Mouza – Paschim Barisha, J.L. No.19, P.S. Behala, District – 24-Parganas, to Md. Abdul Sattar, son of Hazi Abdul Sobahan of 10B, Mofidul Islam Lane, P.S. Beniapukur, Kolkata – 700014, by one registered Deed of Sale, written in Bengali, executed on 13<sup>th</sup> May,1958 and registered on 13<sup>th</sup> May,1958, registered in the

Participation Post

Le Red Charling Control of the British Soften Start District - Ton Bitches Soften Soft

office of the Sub-Registrar, Alipore Sadar, District -24-Parganas, recorded in Book No.1, Volume No.74, Pages 230 to 232, Being No.4411 for the year 1958.

AND WHEREAS the said Smt. Durga Rani Sadhukhan become the sole and absolute owner of the a said plot of bagan land measuring 03 cottahs more or less in the portion of C.S. Dag No.3784, by the strength of the said Deed of Sale dated 13<sup>th</sup> December,1957, Being No.4188 for the year 1957 and got possession thereof as the lawful owner thereof.

AND WHEREAS the said Md. Abdus Sattar become the sole and absolute owner of the said plot of bagan land measuring 03 cottahs more or less in the portion of said C.S. Dag No.3784, which was on the northern side of the said plot of land belonged to said Smt. Durga Rani Sadhukhan, by the strength of the said Deed of Sale dated 13th May,1958, Being No.4411 for the year 1958 and got possession thereof as the lawful owner thereof.

AND WHEREAS during peaceful enjoyment over the said 03 cottahs of land by said Md. Abdus Sattar, he sold, transferred and conveyed the said plot of land measuring 03 cottahs more or less in the portion of C.S. Dag No.3784 to Bani Roy alias Bani Ray Chowdhury, since deceased, wife of Mohini Mohan Roy alias Dr. Mohini Mohan Roy Chowdhury of Rabindra Pally, Tahkurpukur, P.S. Behala, District 24-

fords Perpendig

Parganas, by one registered Deed of Sale written in Bengali executed and registered on 7th January,1963, registered in the office of the Sub-Registrar, Alipore Sadar, District 24-Parganas, recorded in Book No.1, Volume No.26, Pages 239 to 242, Being No.140 for the year 1963.

AND WHEREAS during peaceful enjoyment over the said plot of land measuring 03 cottahs more or less by said Smt. Durga Rani Sadhukhan, she sold, transferred and conveyed the said plot of bagan land measuring 03 cottahs more or less to said Bani Roy alias Bani Ray Chowdhury, since deceased, by one registered Deed of Sale written in bengali, executed and registered on 6th February,1963, registered in the office of the Joint Sub-Registrar of Alipore at Behala, District — 24-Parganas, recorded in Book No.1, Volume No.13, Pages from 176 to 179, Being No.558 for the year 1963.

AND WHEREAS said Bani Roy alias Bani Ray Chowdhury, since deceased, become the sole and absolute owner of the said plot of bagan land measuring 03 cottahs by the strength of the said Deed of Sale dated 7th January,1963, and became the sole and absolute owner of the another plot of bagan land measuring 03 cottahs more or less by the strength of the said Deed of Sale dated 6th February,1963, and the said two plots of land were contiguous to each other totaling 06 cottahs

more or less in the portion of C.S. Dag No.3786, under C.S. Khatian Nos. 367 & 1011 of Mouza – Paschim Barisha, J.L. No.19, Touzi Nos. 1-6, 8-10, & 12-16, within the then limits of South Suburban Municipality, P.S. Behala, District 24-Parganas.

AND WHEREAS said Smt. Bani Roy alias Bani Ray
Chowdhury constructed one storied building in the said land
measuring 06 cotahs more or less in the year 1963 for her
residence at her own cost.

Mondal, name Rahiman Bibi alias Taslima Bibi filed one title suit in the Court of the 1<sup>st</sup> Munsiff at Alipore, District – 24-Parganas on 1<sup>st</sup> September, 1958 against the co-sharers of the said land measuring 50.5/12 sataks more or less, who had been acquired their respect lands by way of purchasing from the legal heirs of said Late Saher Ali Mondal for the portion of the share of said Rahiman Bibi alias Taslima Bibi subsequently the said Ld. 1<sup>st</sup> Munsiff hold and decided that the valuation of the suit property would be not less than Rs.9,960/- only as such said Court had no pecuniary jurisdiction to try the said suit and the said suit had been traced in the Court of the 7<sup>th</sup> Sub-Judge at Alipore, District – 24-Parganas, for trial, which had been recorded as Title Suit No. 68/58 of 1964.

AND WHEREAS the said title suit being No.68/58 of 1964 had further traced into 8<sup>th</sup> Sub-Judge at Alipore vide Order No.100 dated 10<sup>th</sup> February,1764 by the Ld. District Judge of 24-Parganas for final disposal of the said suit, which had been registered as T.S. No.87 of 1964 in the said 8<sup>th</sup> Sub-Judge at Alipore, District 24-Parganas.

AND WHEREAS said Smt. Bani Roy alias Bani Ray Chowdhury, since deceased, had been made party as being Defendant No.13 in the said suit and she appeared in the said suit after filing the written statement on her behalf in the said suit.

AND WHEREAS at the time of final hearing said Bani Roy alias Bani Ray Chowdhury, since deceased, filed the said two purchased Deed in her favour as well as other two Deeds which had been purchased by his sellers in respect of the said 06 cottahs land in the said title suit and she deposed to estate that she had a tile shed measuring about 50 SH in the said land purchased by her. There was no challenge of the said fact of said Bani Roy, since deceased, from the other Defendants and Plaintiff in the said suit.

AND WHEREAS relying upon the said documents filed by said Bani Roy alias Bani Ray Chowdhury, since deceased, as well as her deposing evidence in the said suit the Ld. Court was pleased and satisfied and he directed that

Partilaphertos

possession of said Bani Roy alias Bani Ray Chowdhury, since deceased, must also be retained in her said purchase land measuring 06 cottahs in the suit land and her property would not be came into partitions by Indenture dated 16<sup>th</sup> December, 1964 and the right, title and interest of the said 06 cottahs land with structure of said Bani Roy, since deceased, was not be clouded and the same had been confirmed by the Ld. Court and she was the sole and absolute owner of the said land with structure in C.S. Dag No.3748.

AND WHEREAS the name of said Bani Roy alias Bani Ray Chowdhury, since deceased, had been mutated and recorded in the office of the then South Subarban Municipality in respect of the said land with structure and after said mutation it had been known, numbered and distinguished as being Holding No.179/167, Thakurpukur Raod, under Ward No.22, P.S. Thakurpukur, District 24-Parganas, and said Bani Roy alias Bani Ray Chowdhury, since deceased, used to pay municipal taxes in the office of the then South Suburban Municipality in respect of the said land with 50 Str. kancha structure at the said holding in her name.

AND WHEREAS said South Suburban Municipality had been merged with the then Calcutta Municipal Corporation now the Kolkata Municipal Corporation by the State of West Bengal

Parllite yearshafer

for their better administrative policy and the aforesaid property of Bani Roy, since deceased, came within the radious of the Kolkata Municipal Corporation and it had been known, numbered and distinguished as being municipal Premises No.219, Thakurpukur Road, Municipal Ward No.125, vide Municipal Assessee No.41-125-25-0219-5, P.S. Thakurpukur, Kolkata – 700008 and she used to pay the municipal taxes in her name as the lawful owner thereof.

AND WHEREAS during peaceful enjoyment over the said land measuring 06 cottahs more or less with a structure standing thereon, by said Bani Roy alias Bani Ray Chowdhury, died intestate on 7th September,2008, leaving behind her surviving her only son Sri Partha Roy Chowdhury and three daughters namely Kakali Roy Chowdhury, Koyeli Roy Chwdhury and Smt. Dipali Das Gupta as her legal heirs and successors to inherit her entire estate including said land measuring 06 cottahs with structure standing thereon at being said municipal Premises No.219, Thakurpukur Road, P.S. Thakurpukur, Kolkata – 700008, left by her having undivided 1/4th share each. Be it mention that husband of said Bani Roy alias Bani Ray Chowdhury, namely Dr. Mohini Mohan Roy Chowdhury died intestate on 7th May,1996.

AND WHEREAS after the death of said Bani Roy alias Bani
Ray Chowdhury, said Sri Partha Roy Chowdhury, Kakali Roy

Chowdhury, Koyeli Roy Chowdhury and Smt. Dipali Das Gupta, the vendors herein, became the joint owners of said land measuring 06 cottahs more or less with structure at being said municipal premises.

AND WHEREAS the name of the vendors herein, had been mutated and recorded in the office of the Kolkata Municipal Corporation in respect of the said land with structure vide Case No.0/125/16-Nov-10/16165 dated 16<sup>th</sup> November,2010 and they used to pay municipal taxes in the said municipal office in respect of the said land with structure at the said municipal premises in their names.

AND WHEREAS the vendors herein are possessing and enjoying the said land measuring 06 cottahs more or less together with structure standing thereon situate and lying at municipal Premises No.219, Thakurpukur Road, within the limits of the Kolkata Municipal Corporation Ward No.125, P.S. Thakurpukur, Kolkata — 700008, District — 24-Parganas (South), having undivided 1/4th share each.

AND WHEREAS during peaceful enjoyment over the said land with structure by the vendors herein jointly declared to sell the said land measuring 06 cottahs more or less together with a structure standing thereon in the portion of C.S. Dag No.3784, under C.S. Khatian Nos.369 & 1011 of Mouza — Paschim Barisha, J.L. No.19, being Municipal Premises No.

219, Thakurpukur Road, within the limits of the Kolkata Municipal Corporation Ward No.125, vide municipal Assessee No.41-125-25-0219-5, P.S. Thakurpukur, Kolkata – 700008, District South 24-Parganas, at a total consideration of Rs.18,00,000/- (Rupees Eighteen lacks) only and the vendors herein also declared for publicly in the said locality to sell the aforesaid property at the aforesaid consideration, but none offered the same, for the sake of brevity the said land is to be called and referred to as 'the said property' more fully described and written in the schedule hereunder and the said land with structure has been delineated in 'RED' border line with map or plan annexed herewith being the part of these presents.

AND WHEREAS after knowing the said intention of the vendors herein and relying upon the said declarations and representations made by the vendors herein to be true and satisfactory by the purchaser herein, she offered to purchase the said property at the said total consideration money.

AND WHEREAS the vendors herein considering the quantum of consideration money as fair, reasonable and completely inconformity with the market price have agreed to sell and have accepted the proposal of the purchaser herein and the purchaser herein has agreed to purchase the said

property at a total consideration of Rs.18,00,000/- (Rupees - Eighteen lacks) only.

AND WHEREAS the vendors herein have agreed to sell and the purchaser herein has agreed to purchase the said property, more fully and particularly described in the schedule hereunder written, at the said total consideration of Rs.18,00,000/-(Rupees Eighteen lacks)only being the highest market price as per prevailing market.

AND WHEREAS the purchaser herein has paid the said total consideration of Rs.18,00,000/- (Rupees Eighteen lacks) only to the vendors herein and the vendors herein have received the same from the purchaser herein as per memo below and the peaceful vacant khas possession of the said property has been delivered to the purchaser herein by the vendors herein before execution of these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said consideration of the said total sum of Rs.18,00,000/(Rupees Eighteen lacks) only paid by the purchaser to the vendors herein before the execution of these presents (the receipt whereof the vendors do hereby admit and acknowledge to have received and of and from the same and every part thereof as per memo of consideration below, the vendors herein do hereby release, acquit, exonerate and discharge the purchaser herein and the said property hereby

conveyed absolutely and forever), the vendors do hereby indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchaser herein, her ownership entitlement, right and in Hustin ALL THAT piece and parcel of demarcated and separated land measuring more or less 06 cottahs together with structure standing thereon in the portion of C.S. Dag No.3784, under C.S. Khatian Nos. 369 & 1011 of Mouza - Paschim Barisha, J.L. No.19, being municipal Premises No.219, Thakurpukur Road, within the limits of the No.125, Ward Corporation Kolkata Municipal Thakurpukur, Kolkata-700008, District 24-Parganas (South), for the sake of brevity it is to be called and referred as 'the said property' more fully and particularly described and written in the Schedule hereunder and all rights, lights, privileges, appendages, easements, liberties, passages, tenements premises and hereditaments belonging to or in any way appertaining to the said property or any part thereof unto the vendors herein have delivered vacant khas and peaceful possession of the said property along with the aforesaid rights of enjoyment and privileges unto the purchaser herein THAT NOTWITHSTANDING deed, matter and things by the vendors herein done executed or knowingly suffered to the contrary, the vendors herein have good right, full power and absolute authority and

forthe against. A A wood to de A.

indefeasible title to grant, sell, convey, transfer, assign and assure the said property and every part thereof unto and to the use of the purchaser herein absolutely and forever and the vendors herein do hereby further covenant with the purchaser herein that the said property hereby sold, conveyed, transferred or expressed or intended so to be as well as the said municipal premises is free from all encumbrances, attachments, liens, charges, and lispendens, whatsoever and howsoever and the purchaser herein shall and will from time to time and at all times hereafter possess and enjoy the said property and receive rents, issues and profits thereof and there from without any lawful eviction, interruption or interference claim, demand whatsoever from or by the vendors herein or any other person or persons claiming through under or in trust for the vendors herein shall and will free time to time and at all times hereafter at the request and costs of the purchaser herein do and execute or cause to be done and executed all such other and further acts, deeds, matters and things for further better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser herein and further that the vendors herein shall and will at all times hereafter indemnify save and keep the purchaser herein indemnified against all actions, losses claims demands liens, charges,

of the said property

mentioned and written in the schedule hereunder in these presents. The vendors herein do hereby further covenant that they will show and produce or caused to be produced the original title deeds and other documents relating to the said property to all courts and offices during any trials and cases or any proceedings at the request of the purchaser herein and her successor/s.

# THE VENDORS HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- That the interest which the vendors profess, transfer, subsists and the vendors have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure and confirm the same unto and in favour of the purchaser absolutely and forever.
  - ii) That the vendors have not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writings whereby the property and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

- iii) That the said property is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations lispendens, covenants, uses, debotor, trusts, made or suffered by the vendors or any person or persons arising or lawfully rightful and/or equitably claiming any estate or interest therein from under or in trust for the vendors.
- The purchaser shall and may at all times hereafter iv) peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property as more fully mentioned in the Schedule hereunder written and every part thereof and rights and properties appurtenant thereto and receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction, interruption, disturbances, claims or demands whatsoever from or by the vendors or any person or persons lawfully claiming or to claim through under or in trust for the vendors and all person having or lawfully claiming any estate right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the vendors.

- That the vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the purchaser make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purchaser.
- vi) That the said property is freely, clearly and absolutely acquitted, exonerated, released and forever discharged, from and by the vendors unto and in favour of the purchaser.
- her name with the Assessment Records of the Kolkata Municipal Corporation, B.L. & L.R.O. Office or any other appropriate authority or authorities concerned, as the sole owner of the said property and also to pay the municipal rates and taxes as may be assessed or imposed in respect of the SAID PROPERTY and the rights and properties appurtenant thereto and until and

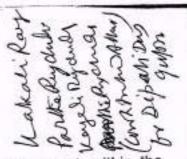
Makali Ray Radicay Hadho Royali Rayalasadan, Partic Rayalasadan, Constitut Rayalasadan, Constitut Salasan, Sonstitut Das Sonstitut Das

unless the said property is separately assessed the purchaser will pay the rates and taxes.

- viii) The purchaser herein also shall have right to sell, transfer, convey and mortgage the said property or any part thereof at her own discretion.
- ix) That no suit or proceedings of whatsoever nature are pending in any court of law in respect of the said property or any part thereof.
- x) That the vendors herein admit and confirm that if any statements or declarations made in these present regarding the title of the said property are to be found not true and false, then they will be liable to be implicated in present law.

# SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece or parcel of land containing an area of 06 (six) cottahs be the same or a little more or less together with a tile shed structure measuring 50 sq.ft. standing thereon in the portion of C.S. Dag No.3784 under C.S. Khatian Nos. 369 & 1011 of Mouza – Paschim Barisha, J.L. No.19 being



municipal Premises No.219, Thakurpukur Road, within the limits of the Kolkata Municipal Corporation Ward No.125, vide municipal Assessee No.41-125-25-0219-5, P.S.Thakurpukur, Kolkata - 700008, being Assessee No.41-125-25-0219-5, Additional District Sub-Registry Office at Behala, District 24-Parganas (South), together with all right of easement thereto, as well as all benefits, profits and enjoyments thereto and the all right, title, interest, benefits, profits, easements and common rights and enjoyment are to be vested upon the purchaser herein from the vendors herein, which had been acquired by the vendors herein from their mother Smt. Bani Roy, alias Bani Ray Chowdhury, since deceased, by way of inheritance, who acquired the same by the said Deed of Conveyance and the said land hereby sold delineated with the RED border line in the map or plan annexed hereto being the part of these presents. The said property is butted and bounded as follows:

ON THE NORTH: Land of C.R. Bhora.

ON THE SOUTH: Private Passage.

ON THE EAST : Land of Monoranjan Bhattacharjee.

ON THE WEST :29'-0" wide Bakra Road.

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

SIGNED SEALED AND DELIVERED BY THE PARTIES AT KOLKATA IN THE PRESENCE OF:

#### WITNESSES:

1. Subrata Rayo. 30/1, Kedor Chatterjeen Road. Behala Kol-34.

> 1 Kakali Ray 2 Koyeli Rychondhur. 3 Parthe Ruychandhur. 4 Parthe Ruychandhur. (constitute Attorney) on belott 9 Est Dipali Despupta by virtue & Pagistus Pour Attorny 07 22/2/2012 NO 01425 at Murbai. 20/1 - Thakurputur Rose, Kot-70006.

### SIGNATURE OF THE VENDORS

2. Sk. Bebyeftlomin 115/4 D.H. Read Barisha Kadantala Kol-63

Anunadha Roy

SIGNATURE OF THE PURCHASER

RECEIVED of and from the within named <u>PURCHASER</u> the within mentioned sum of Rs.18,00,000/- (Rupees Eighteen lacks) only being the full and final price or consideration of these presents in the manner as per memo below:

### MEMO OF CONSIDERATION

Through four Ale payer chaques Rupes four lacks and bibly thousands only each smarre Bank is Bank of Makeroshha Bhale Sakher Bagar Branch Kot - 700008 are as to Mouss:

1. To Spi Parthe Roychaudhuri No 947963 dt 2-3.2012 \( \frac{7}{4}\), 50,000/
2. To Spt Kakel: Ray - No 947964 dt 1. 3.2012 \( \frac{7}{4}\), 50,000/
3. To Sph Koyeli Roychoudhury No 947965 dt 1. 3.2012 \( \frac{7}{4}\), 50,000/
4. To Spt Sipali Dos gupta No 947966 dt 11 3.2012 \( \frac{7}{4}\), 50,000/-

(Rupees Eighteen lacks only)

### WITNESSES:

1. Subrate Roy.

2. Sn. Belayet Hossain 1. Kakali Ray 2. Kapeli Raycholling.

3. Parthe Raychaudhi 4. Parthe Renchaudhi (constituted Alforry) or belieft 2 at Diepali Dasgues by history Perist Poury Albuy 12. 22. 2. 2012. NO 61845/212 20/1 Thalengreen Ro. Kot-700063 SIGNATURE OF THE VENDORS

Drafted by me:

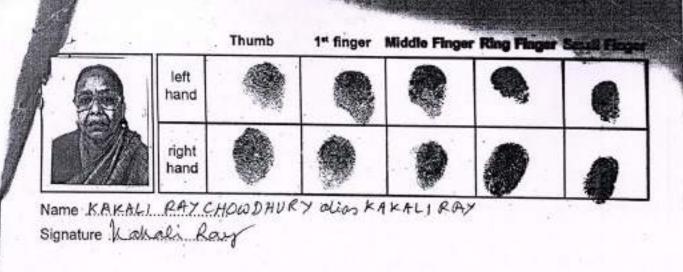
Per 20 : W 10 237/1988

ALFORE Criminal Court

ADVOCATE, Kol-27.

Thumb 1st finger Middle Finger Ring Finger Small Finger left hand right hand Name ... ANURADHA ... ROY. Signature Anusadha Reg Thumb Middle Finger Ring Finger Small Finger left hand **PHOTO** right hand Name ..... Signature ..... 1st finger Middle Finger Ring Finger Small Finger Thumb left hand РНОТО right hand Name ..... Signature ..... Thumb 1st finger Middle Finger Ring Finger Small Finger left hand right hand Signature .VIII

259



|               | Thumb | 1 <sup>st</sup> finger | Middle Finge | r Ring Finger | Small Fing |
|---------------|-------|------------------------|--------------|---------------|------------|
| left<br>hand  |       |                        |              |               |            |
| right<br>hand | 200   |                        |              | 9             | 8          |

Name KOYELI ROY CHOWDHURY alias KOYELI RAY Signature Kefeli Day Chowday.

|     |               | Thumb | 1 <sup>st</sup> finger | Middle Finge | r Ring Finger | Small Finge |
|-----|---------------|-------|------------------------|--------------|---------------|-------------|
| (素) | left<br>hand. |       |                        | •            | 0             |             |
|     | right<br>hand |       |                        | *            | 9             | •           |

Name PARTHA 207 CHOWD HURY Signature Parths Raychandlin

|  | H 2.          | Thumb | 1" finger | Middle Finger | Ring Finger | Small Finger |
|--|---------------|-------|-----------|---------------|-------------|--------------|
|  | left<br>hand  |       |           |               |             | *            |
|  | right<br>hand |       |           |               |             |              |

Name DIPALI DAS GUPTA alias DEEPALI DAS GUPTA.

Signature Parké Ruy Chardhi (Constitute) Attornay) on behalf of Got Sipali

DAS SORTAL by Virtue & general Power of Attorny Exacute on 22.2.222

AND Registered at Sub Registerer Mich Andhen: 3, Lieip Regul no 014250,

2012 dt 22.2.2012 Munitai. Heterostitra.

1