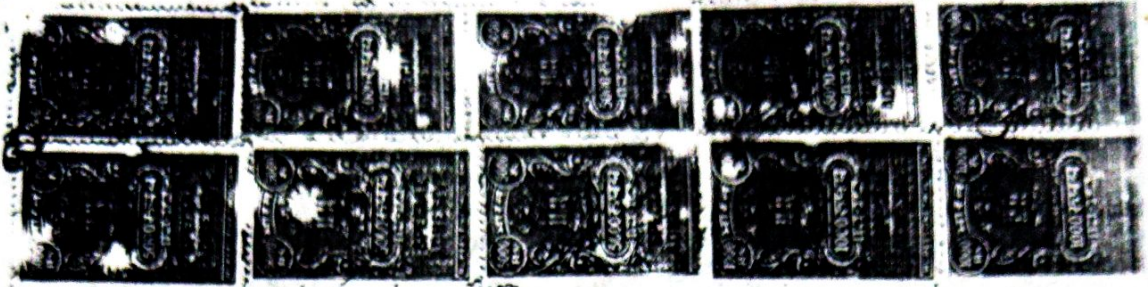


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21/10/2002



RECEIVED BY
21/10/2002

(1148000)

under the Indian Stamp Act-1899

is also an instrument by W. Overseas Branch, Kol. (4805)

Stamp Amendment Act-1987 - 885021, 885022 dt-08-12-2002

Serial No. 23,500 - 885021, 885022 dt-10-02-2002

Stamp No. 885021 + 214.10 - 885072 dt-14-02-2002

Amman
Register of
Collector

118501
112000

Stamp No. 885021 + 214.10 - 885072 dt-14-02-2002

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143

Office 'A' Ser. No. 143 - Subsequent
received by Case No. Receipt No.

DEED OF CONVEYANCE.

COPY FOR
PROMOTING

THIS INDENTURE made this the 21st day of November, Two Thousand One
between SMT. JYOTSNARANI ROY, wife of Sri Subodh Chandra Roy, by faith Hindu, by
occupation housewife, residing at 45, Rifle Club, P.S. Regent Park, Kolkata 700 070, hereinafter
referred to as the "VENDOR" [which expression shall unless excluded by or repugnant to the
subject or context be deemed to mean and include her heirs, executors, administrators, legal heirs
representatives and/or assigns] of the ONE PART;

AND

SRI DEBASIS MITRA, son of late N.C. Mitra by faith Hindu, by occupation
service residing at 76 (B1), Kalachand Para, Kolkata 700 084, P.S. Regent Park, hereinafter
referred to as the "PURCHASER" [which expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include her heirs, executors, administrators, legal
heirs representatives and/or assigns] of the OTHER PART;

21/11

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F-1
m(2)
m(10)

WHEREAS :

1. Originally one Sri Manindra Nath Chowdhury [since deceased] was the absolute owner of **ALL THAT** piece and parcel of land measuring a area of 5 cottahs be a little more or less lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No 151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park] , Ward No. 113, District 24 Parganas [South] AND.
2. That the said Manindranath Chowdhury thereafter by virtue of a deed of conveyance duly registered in the office of the Sub Registrar at Alipore and recorded in Book No.1, Volume No. 62 at pages 218 to 220, being No.3536 for the year 1946, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring a area of 5 cottahs be a little more or less lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No.151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park] , Ward No. 113, District 24 Parganas [South] ,more particular description whereof is given in schedule "A" hereunder written [hereinafter for brevity referred to as the said land] to Sri Khagendra Nath Naskar AND
3. That by virtue of a deed of conveyance dated June 18, 1958 made between Sri Khagendra Nath Naskar referred to as the vendor therein of the one part and Smt. Jyotsnarani Roy therein referred to as the purchaser of the other part therein, which was duly registered in the office of the Additional Registrar at Alipore Sadar District 24 Parganas [South] and recorded in Book No.1, Volume No. 106 at pages 111 to 113, being No.5601 for the year 1958, the said Khagendra Nath Roy for consideration mentioned in the said deed of conveyance sold, transferred and conveyed the said land to the vendors herein [i.e. Smt Jyotsnarani Roy] AND.

That after purchasing the said land the vendor got her name mutated in the records of the Calcutta Municipal Corporation in respect of the said land and thereafter constructed a two storied building on the said land after obtaining sanction from the competent authority [hereinafter for brevity referred to as the said building] AND

WHEREAS:

1. Originally one Sri Manindra Nath Chowdhury [since deceased] was the absolute owner of **ALL THAT** piece and parcel of land measuring a area of 5 cottahs be a little more or less lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No 151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park], Ward No. 113, District 24 Parganas [South] AND.
2. That the said Manindranath Chowdhury thereafter by virtue of a deed of conveyance duly registered in the office of the Sub Registrar at Alipore and recorded in Book No.1, Volume No. 62 at pages 218 to 220, being No.3536 for the year 1946, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring a area of 5 cottahs be a little more or less lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No.151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park], Ward No. 113, District 24 Parganas [South] ,more particular description whereof is given in schedule "A" hereunder written [hereinafter for brevity referred to as the said land] to Sri Khagendra Nath Naskar AND
3. That by virtue of a deed of conveyance dated June 18, 1958 made between Sri Khagendra Nath Naskar referred to as the vendor therein of the one part and Smt. Jyotsnarani Roy therein referred to as the purchaser of the other part therein, which was duly registered in the office of the Additional Registrar at Alipore Sadar District 24 Parganas [South] and recorded in Book No.1, Volume No. 106 at pages 111 to 113, being No.5601 for the year 1958, the said Khagendra Nath Roy for consideration mentioned in the said deed of conveyance sold, transferred and conveyed the said land to the vendors herein [i.e. Smt Jyotsnarani Roy] AND.

copy to be done copy
for PUNJAB NATIONAL BANK
Dated

Senior Manager
10-11-1958

That after purchasing the said land the vendor got her name mutated in the records of the Calcutta Municipal Corporation in respect of the said land and thereafter constructed a two storied building on the said land after obtaining sanction from the competent authority [hereinafter for brevity referred to as the said building] AND

4. The Vendor has expressed her desire and offered to make an absolute sale of the back [rear] portion of the ground floor of the building constructed on the said land consisting of three bedroom, one kitchen, two bath rooms, one corridor measuring approximately 855 square feet be a little more particular description whereof is given in Schedule "B" hereunder written [hereinafter referred to as the "said portion"] along with a garage space measuring approximately 120 square feet (more particular description whereof is given in Schedule "C" [hereinafter referred to as the "said space"] with proportionate undivided share in the land forming part of premises No.45, Rifle Club Road, P.S. Regent Park, Kolkata-70. (more particular description whereof is given in schedule "A") hereunder at a price and/or consideration of Rs.6,00,000/- (Rupees six lakhs only) which is fair and reasonable price for the said portion and space AND.

5. That the vendor and purchaser thereafter entered into an agreement for sale dated September 2, 2001 for the sale of the said portion and the said space more particular description whereof is given in schedule "B" and "C" hereunder written at a price and/or consideration of Rs.6,00,000/- (Rupees six lakhs only).

6. The Vendor has assured the purchaser that the said portion is free from all encumbrances and the vendor has not been a party to any acts deeds or matters by reason of which the right title or interest of the vendor has been jeopardized or impeached and the vendor has good and marketable title and absolute right to sell the said portion of the said building free from encumbrances and it has not charged or otherwise encumbered the said portion or any part of the same to anyone whosoever AND.

7. That there is no impediment of any nature whatsoever by reason of which the vendor is or may be prevented from selling and/or transferring the said portion to the purchaser free from all encumbrances attachments, charges, lispendens and/or trust whatsoever AND.

8. That there are no public demands or other dues of any kind whatsoever AND.

Contract to be done by

being

10. That the Vendor has not entered into any agreement for sale in respect of the said portion with any other person or persons and there is no legal bar or impediment for transfer of the said portions in favour of the purchaser AND

WHEREAS relying on the aforesaid representations and/or assurances made by the vendor to the purchaser and believing the same to be true, the purchaser has agreed to purchase as per the aforesaid agreement the said portion along with the said space more particularly described in schedule "B" and "C" hereunder written situated on the ground floor of the said building along with proportionate undivided share in the land at and/or for a total consideration of Rs.6, 00,000/- (Rupees Six lakhs only) free from all encumbrances attachments, charges, lispens and/or trust whatsoever AND

WHEREAS upon the offer proposal and/or representation of the Vendor the purchaser has agreed as per the aforesaid agreement to purchase and the vendor has agreed to sell, transfer and convey the back [rear] portion of the building situated on the ground floor of the building consisting of three bedroom, one kitchen, two bath rooms, one corridor measuring approximately 855 square feet be a little more or less more particularly described in schedule "B" hereunder written described as the said portion | delineated in the map annexed hereto and marked in RED border along with a garage space measuring approximately 120 square feet more particularly described in schedule "C" hereunder written | described as the said space | and delineated in the map annexed hereto and marked in YELLOW border along with proportionate undivided share in the land forming part of premises No.45, Rifle Club Road, P.S. Regent Park, Kolkata-70, unto and to the use of the said Purchaser absolutely and forever free from all encumbrances at or for a price and/or consideration of and the purchaser has agreed to purchase the said portion

TOGETHER WITH all common right and easements in connection with the building more particular description whereof is given in Schedule "D" hereunder written].

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said agreement and in consideration of payment of a sum of Rs.6,00,000/= (Rupees six Lakhs Only) duly paid by the Purchaser to the Vendor at the time of the execution of these presents (the receipt whereof the Vendor do hereby admit and acknowledge and of and from the payment of the same forever release and discharge the Purchaser) the Vendor do hereby grant convey transfer assign and assure unto the Purchaser **ALL THAT** the said portion consisting of the back [rear] portion of the ground floor of the said building measuring approximately 855 Square feet consisting of three bedroom, one kitchen, two bath rooms, one corridor and a garage space measuring approximately 120 square feet along with proportionate undivided share in the land forming part of premises No.45, Rifle Club Road, P.S. Regent Park, Kolkata-70, more particular description whereof is given in schedule "B" "C" hereunder written and delineated in the map annexed hereto and marked in RED and YELLOW borders respectively along with undivided share of land common paths and/or passages whatsoever and being appurtenant to the said building [more particular description whereof is given in schedule "D" hereunder written] **TO HAVE AND TO HOLD** the said portion, space and proportionate undivided share in the said land and other common parts, paths and passages, if any, appertaining to the said portion hereby granted conveyed transferred assigned and assured and every part or parts thereof respectively **TOGETHER WITH** all her and every of her heir rights and appurtenances whatsoever unto the purchaser absolutely and forever free from all encumbrances with the right to use the entrance, main entrance and other common paths, passage and other common parts fittings and fixtures, more fully described in the Schedule "D" hereunder Written, in common with the Vendor and/or other occupiers of the said building for the purpose of access to the main Municipal Road and for the better use and enjoyment of the said portion and space.

certified to be true copy
for
[Signature]

1. The Vendor doth hereby covenant with the purchaser as follows:

1. The interest which the Vendor do hereby profess to transfer subsists and that the Vendor has good right full power and absolute authority to grant convey transfer assign and assure the said portion and space along with the proportionate undivided share of and in the land comprising of the said building and other common parts, paths and passages in the said building hereby granted conveyed transferred and assigned and assured unto the purchaser in the manner aforesaid.
2. It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said portion and space and the said proportionate undivided share in the land comprising of the said building and other common parts, paths and passages in the said building and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through or under them or in trust for the Vendor.
3. The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser make do acknowledge execute and perfect all such further and other lawful and reasonable acts deeds conveyances matter and things whatsoever for the further better or more perfectly assuring the said portion [more particularly described in schedule "B"] and the said space [more particularly described in schedule "C"] and the proportionate undivided share in the land [more particularly described in schedule "A"] comprising of the said building and other common parts, paths and passages in the said building [more particularly described in schedule "D"] and every part thereof unto purchaser in the manner aforesaid as shall or may be reasonably required. The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every request and at the cost of the purchaser produced or cause to be produced to the purchaser or to her Attorneys or Agents at any trial, commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings mentioned in the Schedule "E" hereto AND also shall at the like request and cost deliver to the purchaser such attested or Xerox or other copies or extracts of and from the said deeds and writings or any of them as the purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled.

certified to be true copy
having

II. The Purchaser and Vendor doth hereby covenant with each other as follows:-

1. The Purchaser shall mutate his name in respect of the said portion and space in the records of the Calcutta Municipal Corporation and shall pay the Municipal Taxes which shall be payable from time to time and all the impositions including surcharges. Notwithstanding till the said mutation is done the purchaser shall pay the tax proportionate on the basis of area occupied by him.
2. The Purchaser shall and will regularly and punctually pay and discharge all rates, taxes, impositions and sums of moneys which may from time to time become payable for and in respect of electricity consumption and all other charges, if any, payable by the purchaser.
3. The purchaser and vendor shall pay by mutual consent proportionate amount [on the basis of the area occupied] of the sum needed to maintain the areas of the said land and building.
4. The parties shall not effect demolition, addition, alteration, and any other deeds in any manner whatsoever which may cause damage to the said land or building.

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III. The Purchaser shall have the right to:

- (A) install tube well at the space earmarked in the annexed map/plan.
- (B) Install overhead water tank, electric wiring, electric meter, and all other thing or things which are necessary for the peaceful and better enjoyment of the said portion space.
- (C) make additions and alterations to the said portion and said space without affecting the load bearing walls and pillars and without damaging the building.
- (D) To use and enjoy in common with the vendor and other occupier of the said building all the common passages, staircase, septic tank, septic tank and other common facilities more particular description whereof is given in Schedule "D" hereunder written.

(E) Enjoy the vacant portion of the said premises in common with the vendor.

(F) sell, transfer, convey, mortgage, lease and or alienate the said portion and space in any manner whatsoever as absolute owner of the same.

IV. The Purchaser shall have no right to:

1. Roof save and accept for maintaining the overhead water reservoir.
2. Staircase save and ^{except} ~~accept~~ for going to the roof and other portions of the building for the purpose of maintaining the overhead water reservoir and for the purpose of repairing the said portion and space.

Accepted to be the copy having

SCHEDULE "A" REFERRED TO HEREINBOVE.

ALL THAT two storied brick building lying and situated on all that piece and parcel of land measuring a area of 5 cottahs be a little more or less lying and situated at Mouza Bansdroni, comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No.151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park], Ward No. 113, District 24 Parganas [South] within the limits of Calcutta Municipal Corporation , which is butted and bounded as under:

ON THE NORTH BY: Plot No.16A, Rifle Club;

ON THE SOUTH BY: 2 ½ feet wide common passage;

ON THE EAST BY: the house of Sri Palan Chandra Naskar;

ON THE WEST BY: Ambagan Road.

SCHEDULE "B" REFERRED TO HEREINBOVE.

ALL THAT portion on the ground floor of the two storied building consisting of three [3] rooms, One [1] Kitchen, two [2] bathrooms and one corridor piece measuring an area of approximately 855 square feet be a little more or less forming part of the two storied building lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No.151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now

Regent Park] , Ward No. 113, District 24 Parganas [South] within the limits of Calcutta Municipal Corporation , along with proportionate undivided share in the land and along with the common right of user of the sewerage, drains, ~~water~~, sanitary fittings, rain water pipes, underground and overhead reservoirs and other easement rights of common areas, common passage and facilities provided under the said building and land which is butted and bounded as under:

ON THE NORTH BY: Garage and/or Space and Septic Tank ,

ON THE SOUTH BY: vacant space and a Courtyard of the premises ;

ON THE EAST BY: the house belonging to Sri Palan Chandra Naskar the vendor;

ON THE WEST BY: Common entrance and Staircase .

And delineated in the map or plan annexed hereto and marked in RED border.

SCHEDULE "C" REFERRED TO HEREINBOVE.

ALL THAT space on the ground floor of the two storied building measuring an area of approximately 120 square feet be a little more or less forming part of the two storied building lying and situated at Mouza Bansdroni comprised in Dag No. 191 under Khatian No. 705, J.L. No.45, Touzi No.151, being Municipal premises No. 45, Rifle Club, P.S. Tollygunge [now Regent Park] , Ward No. 113, District 24 Parganas [South] within the limits of Calcutta Municipal Corporation , which is butted and bounded as under:

ON THE NORTH BY: Plot No.16A, Rifle Club;

ON THE SOUTH BY: the portion of the purchaser ;

ON THE EAST BY: Septic Tank;

ON THE WEST BY: Common entrance and Staircase .

And delineated in the map or plan annexed hereto and marked in YELLOW border.

SCHEDULE "D" REFERRED TO HEREINBOVE.

ALL THAT common parts, paths and passages appertaining to the said portion hereby conveyed ALONG WITH easements or quasi-easements and right to use the entrance, main entrance and other common paths, passage in common with the Vendor and/or other

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for filing
[Signature]
[Date]

occupiers of the said building for the purpose of access to the main Municipal Road and for the better use and enjoyment of the said portion and space

SCHEDULE "E" REFERRED TO HEREINBOVE.

- (A) Copy of the Deed of Conveyance [duly attested to be a true copy by the Notary Public] dated June 18, 1958 made between Sri Kalingendra Nath Naskar referred to as the vendor therein of the one part and Smt. Jyotsnarani Roy therein referred to as the purchaser of the other part therein, which was duly registered in the office of the Additional Registrar at Alipore Sadar District 24 Parganas [South] and recorded in Book No.1, Volume NO. 106 at pages 111 to 113, being No.5601 for the year 1958.

IN WITNESS WHEREOF the VENDOR and the PURCHASER above named hereto have set and subscribed their respective hands and seals to this Deed on the day, month and year first hereinabove mentioned in presence of:

SIGNED,SEALED AND DELIVERED

at Kolkata in presence of:

WITNESSES:

1. Kajal Ray.
45, Bansdroni Ambagan area-70

VENDOR.

2. Gopal Chandra
4/10,

SIGNED,SEALED AND DELIVERED

at Kolkata in presence of:

WITNESSES:

1. Ka. Ta. Mitra
76(E2) Kalachandran
Kolkata - 801.

PURCHASER. (DEBASIS MITRA)

2. Mr. (Mukund Mallik)
28A/1A, J. N. Ghosh Rd,
Cal - 700042

(Drafted by me. Shriy, and did over and Explain by me Kajal Ray.)

certified to be true copy - signed

MEMO OF CONSIDERATION

RECEIVED FROM THE PURCHASER ABOVE NAMED THE WITHIN MENTIONED CONSIDERATION OF Rs. 6, 00,000/= (Rupees six lakhs only) in the following manner:

A] By Account payee cheque being No. 521763
dated 1.5.01 drawn on ~~Punjab National~~ Bank
Moyam-pur Branch, Calcutta, ~~Bank~~

Rs. 6,000=00.

A] By Bank Draft being No. 628235
dated 21/11/01 drawn on ~~Punjab National~~ Bank
S. S. ~~Branch~~ Branch, Calcutta,

R. 2,99,152/-
Rs. ~~6,000=00.~~

A] By Bank Draft being No. 628236
dated 21/11/01 drawn on ~~Punjab National~~ Bank
S. S. ~~Branch~~ Branch, Calcutta,

R. 2,94,848/-
Rs. ~~6,000=00.~~

Total. ...

Rs. 6,00,000=00.

(Rupees six lakhs only)

WITNESSES:

1. Kajal Rany.

2. Gopal Paul.

VENDOR.

Accepted by me
Shiv
Shiv
Shiv

Volume No. I
 Date 14.11.2007
 Page 2607
 of 2002

DATED THIS THE 26 NOVEMBER, 01

Order no-2 Bt 21
Left

for floor

South East

500 square feet

Carpet area

One Garage at ground floor

100 sq ft

DEED OF CONVEYANCE

BETWEEN

SMT JYOTSNARANI ROY.

...VENDOR.

AND

SRI DEBASIS MITRA.

...PURCHASER.

Umapati
 A. E. District of Assam
 Calcutta

20/11/07

Order no-17

Certified to be true copy
for
Senior Advocate
Chakrabarti

Drafted by:
 Dhiraj Trivedi,
 Advocate,
 1B, Old Post Office Street,
 1st Floor, Room No. 13A,
 Kolkata-700 001.

21.11.2007