

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V. C. 80-514

003014

DA 11-10-07

250/-

100/- Ruop

350/- Da 11-10-07

S. P. Warkanyath

God Park

Mr. Arun Re. 35,87,50/-

0128-840245

06.10.07

11.10.07

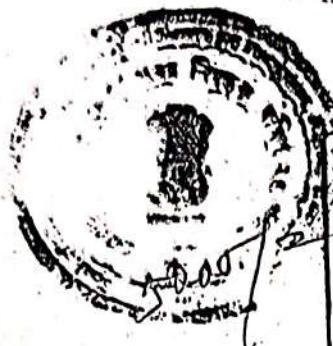
12.10.07

THIS INDENTURE OF CONVEYANCE is made on this the 11 day of October, Two Thousand Seven BETWEEN (MISS.) JYOTI PRABHA DEB, daughter of Late Munindra Nath Deb, residing at 13/1, Jainuddy Mistri Lane, P.S. Chetla, Kolkata 700 027, hereinafter called "the VENDOR" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include her heirs, successors, executors, legal representatives and assigns) of the ONE PART

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document


District Sub-Registrar
Alipore, South 24 Parganas

08 JAN 2013



29/09

B. CHAUDHURI, Advocate
Calcutta High Court

NAME.....
ADD/ADV.....
RS.....

10 SEP 2007
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol.-1

Presented for Registration on
A.M./P.M. on 29/09/2007
Day of 10
at the Office of Registration by
Exequatur/Consular of
Attorney for.....

Ex. 540/2
6/11/07

Jyotiprabha Deb.



M.C.T.9
1538

District Sub-Registrar
Alipore, Soubh 24 Paraganas

22 OCT 2007

Jyotiprabha Deb.



M.C.T.9
1539

Lamor-Purushottam



M.C.T.9
1540

Identical

Identified by me
B. Chaudhuri
Officer, High Court
Calcutta

Ex. 540/2
6/11/07

No. 510 510
M.C.T.9
District Sub-Registrar
Alipore, Soubh 24 Paraganas
by Canna Hindu & M.
by D. Bhattacharya

District Sub-Registrar
Alipore, Soubh 24 Paraganas

22 OCT 2007

A N D

SUMUKHAA CONSTRUCTION, a Partnership Firm having its Principal Office at 10, Canning Street, P.S. Hare Street, Kolkata 700 001, also having its office at 68, Raja Basanta Roy Road, P.S. Tollygunge, Kolkata 700 029, being represented by its Partners (1) **SAMAR PURKAYASTHA**, son of Late Rabindra Kumar Purkayastha of 203, Mahatma Gandhi Road, Thakurpukur, P.S. Thakurpukur, Kolkata 700 063 and also of 68, Raja Basanta Roy Road, P.S. Tollygunge, Kolkata 700 026, (2) **RAHUL BAID**, son of Karan Singh Baid AND (3) **SAURABH BAID**, son of Anand Singh Baid, both of 10, Canning Street, P.S. Hare Street, Kolkata 700 001, hereinafter called "the PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and including its successors-in-office and/or assigns) of the OTHER PART.

W H E R E A S:

A. One (Smt.) Bimala Sundari Deb, since deceased, wife of Late Munindra Nath Deb, was the absolute owner and was absolutely seized and possessed of, *inter alia*, ALL THAT the piece and parcel of revenue redeemed land totally admeasuring 9 (Nine) Cottahs, a bit more or less together with tiled structures with chiteberra walls standing thereon lying and situate at the Premises No. 42A and 42D, Jainuddy Mistry Lane, P.S. previously New Alipore presently Chetla, Calcutta out of which 4 (Four) Cottahs, a bit more or less lying and situate at the Premises No. 42A, Jainuddy Mistry Lane, Calcutta and 5 (Five) Cottahs, a bit more or less lying and situate at the Premises No. 42D, Jainuddy Mistry Lane, Calcutta free from all encumbrances, charges and lien whatsoever.

B. During her lifetime the said Bimala Sundari Deb executed her last Will and Testament on 25th January, 1953 whereby she devised and bequeathed all her properties in favour of her four daughters named (Smt.) Renu Prova Bosu Mallick, (Smt.) Anuprova Bose, (Miss.) Jyoti Prova Deb and (Miss.) Gouri Deb after her death and partitioned the said properties in such manner so that all her daughters shall get the demarcated portions of land after her death. In the said Will the said Bimala Sundari Deb devoid her daughter (Smt.) Labanya Prova Ghosh and her heirs, successors any right in any of her properties.

C. The said Bimala Sundari Deb died and after her death, the Executors of her last Will and Testament, (Smt.) Anuprova Bose, (Miss.) Jyoti Prova Deb and (Miss.) Gouri Deb filed an application, praying for granting of Probate of the last Will and Testament left by the said Bimala Sundari Deb before the Learned Court of the District Delegate at Alipore in Act 39, Probate Case No. 213 of 1972 (P) and the Ld. Court was pleased to grant Probate of the said Will and Testament as per the wishes of the Testator by his Order dated 17th April, 1973.

D. In the said last Will and Testament of the said Bimala Sundari Deb devised and bequeathed the demarcated plots of land being Premises No. 42A and 42D, Jainuddy Mistry Lane, P.S. Chetla, Calcutta in favour of her unmarried fourth daughter (Miss.) Jyoti Prova Deb absolutely and forever with the right to sell, convey, transfer assign and assure all her right, title and interest in the said properties and partitioned the said properties in such manner so that there should not be any difficulties amongst her daughters.

E. By virtue of the Probate of the said Will and Testament of the said Testator, Bimala Sundari Deb, her daughter (Miss.) Jyoti Prova Deb, the Vendor herein became the absolute owner and is absolutely seized and possessed of ALL THAT the piece and parcel of revenue redeemed land totally admeasuring 9 (Nine) Cottahs, a bit more or less together with tiled structures with chiteberra walls standing thereon lying and situate at the Premises No. 42A and 42D, Jainuddy Mistry Lane, P.S. previously New Alipore presently Chetla, Calcutta out of which 4 (Four) Cottahs, a bit more or less lying and situate at the Premises No. 42A, Jainuddy Mistry Lane, Calcutta and 5 (Five) Cottahs, a bit more or less lying and situate at the Premises No. 42D, Jainuddy Mistry Lane, Calcutta both fully occupied by tenants/occupiers/trespassers.

F. The Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT the piece or parcel of land admeasuring 5 (Five) Cottahs, a bit more or less lying and situate at the Premises No. 42D, Jainuddy Mistry Lane, P.S. Chetla, Kolkata 700 027 morefully described in the SCHEDULE hereunder written and hereinafter called "the SAID PREMISES" in AS IS WHERE IS condition at or for the total consideration of Rs. 3,00,000/- (Rupees Three Lakhs) only on the terms and conditions mentioned herein below.

G. At or before the execution of these presents the Vendor has represented the Purchaser as follows:

- a) The Vendor is the absolute owner of ALL THAT the piece and parcel of land admeasuring 5 (Five) Cottahs, a bit more or less lying and situate at the Premises No. 42D, Jainuddy Mistry Lane, P.S. Chetla, Kolkata 700 027 morefully described in the SCHEDULE hereunder written.
- b) The abstract of title of the Owner of the Said Premises as mentioned hereinabove is true and correct.
- c) The Said Premises is fully occupied by some tenants/occupiers/trespassers as mentioned herein below and the Vendor has no right of occupancy, easement or otherwise thereon but otherwise the Said Premises is free from all mortgages, charges and lien whatsoever. The list of tenants/occupiers are as follows:
 - 1. Basudeb Das, 2. Subhendu Jana, 3. Pradip Chowdhury, 4. Pradip Barik,
 - 5. Heera Lal Naskar, 6. Shyamal Auddy.
- d) There are no suits and/or legal proceedings and/or litigations pending in any court of law involving the question of title to the Said Premises or any part thereof and/or involving the Owner.
- e) There are no arrears of taxes and/or dues of the Owner with the Income Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached and/or is liable to be attached under any Decree or order of any Court of Law or due to Income Tax, Revenue.
- f) There are no impediments or bar under any law or statute whereby neither the Owner is prevented from entering into an agreement and/or selling or transferring her right title and interest in the Said Premises and the Owner can execute Deed/s of Conveyance in favour of the Purchaser and/or his nominee or nominees.
- g) No proceedings have been initiated or are pending in respect of the Said Premises in the Office of the Urban Land (Ceiling & Regulation) Act, 1972.
- h) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the Owner.

Relying on the aforesaid representations and believing the same to be true and being satisfied about the right, title, interest and possession of the Vendor, the Purchaser has agreed to purchase the Said Premises in **AS IS WHERE IS** condition.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed:

In pursuance of the said premises and in consideration of the said sum of **Rs. 3,00,000/-** (Rupees Three Lakhs) only paid in full by the Purchaser to the Vendor herein and as per the Memo of Consideration below (receipt whereof the Vendor doth hereby admit and acknowledge in full) and the Vendor do hereby sell, convey, transfer, assign, acquit, release and forever discharge assure unto and in favour of the Purchaser herein **ALL THAT** the piece or parcel of land admeasuring **5 (Five) Cottahs**, a bit more or less together with structures with chiteberra walls and tiled sheds admeasuring **1000 Sq. ft.**, a bit more or less fully tenanted or occupied by occupiers/trespassers lying and situate at the Premises No. **42D, Jainuddy Mistry Lane, P.S. Chetla, Kolkata 700 027** morefully described in the **SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the same now are or is or at any time heretofore were or was situated butted, bounded called known numbered described or distinguished **AND** all the ways, paths, drains, sewers, water course, fixtures and fittings of every kind and privileges, easements, quasi-easements, rents, profits, appendages and appurtenances whatsoever standing lying in and upon or in anywise appertaining to the Said Premises hereby conveyed or any part thereof or which the same are or at any time or times heretofore were or was held used occupied and enjoyed received and known as part and parcel or member thereof and appurtenant thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and or any part thereof and all the estate right title and interest claim and demand whatsoever both at law and equity of the Vendor into and upon the Said Premises and every part thereof and all deeds muniments pattas writings evidences of the title exclusively relating to or concerning the Said Premises hereby conveyed or expressed or intended so to be or any part or parcel thereof and which now are or hereafter shall or may be in the possession or control of the Vendor **TO HAVE AND TO HOLD** the Said Premises hereby sold, transferred and conveyed with the rights, members and appurtenances unto and to the use of the Purchaser absolutely and forever free from all charges liens attachments of whatsoever nature in **AS IS WHERE IS** condition.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER AS
FOLLOWS:

- a) THAT notwithstanding any act, deed or thing whatsoever by the Vendor has done or executed or knowingly suffered to the contrary the Vendor is at the time of selling and delivery of these presents lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the Said Premises hereby conveyed transferred and assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or otherwise whatsoever to alter defeat encumber or make void the same.
- b) AND THAT notwithstanding any act deed or thing whatsoever as aforesaid the Vendor has in herself good right full title and power and lawful and absolute authority to grant, convey, transfer, sell, assign, and assure the Said Premises hereby granted transferred or expressed so to be unto and to the use of the Purchaser herein in the manner as aforesaid.
- c) AND THAT according to the true intent and meaning of these presents that the Purchaser shall peaceably and quietly possess and enjoy the Said Premises hereby granted with rights, members, appurtenance thereof and receive and realize the rents, issues and profits thereof, if any, for its absolute use and benefit from or the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquired exonerated and released by and well and sufficiently saved defended kept harmless and free of from and against all manner of former or other person/s lawfully and equitably claiming as stated.
- d) AND FURTHER that the Vendor and all persons having or and things whatsoever for the further better and morefully assuring the said land hereby granted and conveyed and every part thereof unto and to the Purchaser in the manner aforesaid as may be reasonably required and the Vendor doth hereby expressly declare that the Said Premises hereby sold granted and conveyed is free from all mortgages, charges, liens, lispendence, claims and demands whatsoever.

SCHEDULE
(PREMISES)

ALL THAT the piece and parcel of land admeasuring 5 (Five) Cottahs, a bit more or less together with structures with chiteberra walls and tiled sheds admeasuring 1000 Sq. ft., a bit more or less fully tenanted or occupied by occupiers/trespassers lying and situate at the Premises No. 42D, Jainuddy Mistry Lane, Kolkata 700 027, Police Station previously Alipore presently Chetla, Kolkata Municipal Corporation Ward No. 82, District Registration office at Alipore, District: 24 Parganas (South) morefully delineated in the map or plan annexed hereto and therein bordered in RED colour butted and bounded in the manner as follows:

ON THE NORTH : By Premises No. 40B, Jainuddy Mistry Lane;
ON THE SOUTH : By the K.M.C. Road named Gobinda Auddy Road;
ON THE EAST : Partly by Premises No. 42A and partly by Premises No. 42C, Jainuddy Mistry Lane;
ON THE WEST : By Premises No. 42E, Jainuddy Mistry Lane;

OR HOWSOEVER OTHERWISE the said premises now is or heretofore was butted bounded called known numbered described and/or distinguished together with building and structure for the time being thereon.

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

SIGNED SEALED AND DELIVERED
by the VENDOR herein at Kolkata
in the presence of:

1. Prabin Chaudhuri
Advocate, High Court
Calcutta.

Gyotipriabha Deb.

For Sumukhaa Constructions
James Prasanta
Partner

2. Birash Kumar Dey
106 Tally gunge Road,
Kolkata = 700 026

For Sumukhaa Constructions
Prabir Baid
Partner

For Sumukhaa Constructions
Swarupa Baid
Partner
PURCHASERS



**Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas**

**Endorsement For Deed Number : I - 00050 of 2013
(Serial No. 03322 of 2007)**

On 11/10/2007

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

Presented for registration at 18.00 hrs on :11/10/2007, at the Private residence by Jyoti Prabha Deb , Executant.

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

Execution is admitted on 11/10/2007 by

1. Jyoti Prabha Deb, daughter of Late Munindra Nath Deb , 13/1, Jainuddy Mistri Lane, Kolkata, Thana:-Chetla, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Others
2. Samar Purkayastha
Partner, Sumukhaa Construction, 10, Canning Street, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Others
3. Rahul Baid
Partner, Sumukhaa Construction, 10, Canning Street, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business
4. Saurabh Baid
Partner, Sumukhaa Construction, 10, Canning Street, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business
Identified By Bitan Chaudhuri, son of . . , High Court, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

On 12/10/2007

Payment of Fees:

Amount By Cash

(Under Article : A(1) = 3289/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 12/10/2007)

Deficit stamp duty

Deficit stamp duty Rs. 13050/- is paid, by the draft number 840245, Draft Date 06/10/2007, Bank Name STATE BANK OF INDIA, Alipore Court, Treas, received on 12/10/2007

On 07/04/2008

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 assessed at Rs.-35,87,500/-

(Humayun Ali)

DISTRICT SUB-REGISTRAR-I
Endorsement Page 1 of 2

Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 00050 of 2013
(Serial No. 03322 of 2007)

Certified that the required stamp duty of this document is Rs.- 251135/- and the Stamp duty paid as:
Impressive Rs.- 5000/-

On 08/01/2013

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, 5 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 229708, Draft Date 05/01/2013, Bank Name State Bank of India, SOUTHERN AVENUE, received on 08/01/2013
2. Rs. 49000/- is paid, by the draft number 604429, Draft Date 05/01/2013, Bank Name State Bank of India, KALIGHAT, received on 08/01/2013
3. Rs. 49000/- is paid, by the draft number 604425, Draft Date 05/01/2013, Bank Name State Bank of India, KALIGHAT, received on 08/01/2013
4. Rs. 49000/- is paid, by the draft number 604424, Draft Date 05/01/2013, Bank Name State Bank of India, KALIGHAT, received on 08/01/2013
5. Rs. 37100/- is paid, by the draft number 229707, Draft Date 05/01/2013, Bank Name State Bank of India, SOUTHERN AVENUE, received on 08/01/2013

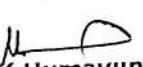
Payment of Fees:

Amount By Cash

Rs. 36168.00/-, on 08/01/2013

(Under Article : A(1) = 36168/- on 08/01/2013)

(Humayun Ali)
DISTRICT SUB-REGISTRAR-I


(Humayun Ali)
DISTRICT SUB-REGISTRAR-
Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 1043 to 1057
being No 00050 for the year 2013.



(Humayun Ali) 08-January-2013
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R. - I SOUTH 24-PARGANAS
West Bengal