

I 06689



349160

D. Stamp Duty Rs 49000/- x 14 + 28100/-

D. A. FAY 12

has been verified on 11/5/09

212860, 212861, 212862, 212863, 212867, All 212858^{all}, 212859, 212896, 212928,
212939, 212938, 212935, 212930, 212937. Dated... H.S.D.S., 8/1/69, 09/6/69
or 212932, All Colony Mice Bant Red Keda.

29 DEC 2009

Additional District Sub-Registers
Barasat, North 24 Parganas

11-5-09.

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 4th day of May

4-5-09 Two Thousand and Nine (2009).

Cont.....P/2

TUE Land Dead

25 Katha

2580

23.4.09

R. K. Das Gupta

Adv. Barasat Court

১৫০০

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বারাসাত ম্যবরেজিষ্ট্রী অফিস

উক্ত ২৪ পরগণা

টি, ডি, নং

কমের নং

স্টাম্প মূল্য

স্ট্রেজারী অফিস বারাসাত

ভেণ্ডার শ্রী স্বপন কুমার বসু

৪০০০.০০ মৌচাক্ষার - ১৫০০০০

218100

2, 50, 000



8-43

Presented for Registration

On the Day of 2009

at the Additional District Sub-Registry

Office / Private Residence

of the Presentant/Claimant

Bimala Datta

Additional District Sub-Registrar
Barasat, North 24 Parganas
4 MAY 2009

POCC/P

No. W/o

Barasat, N. 24 Parganas
By Caste Hindu, Muslims. By presentant
M. Service, Business.

net 9000

757 Bimala Datta

Chakraborty

DHRUBA JYOTI CHAKRABORTY
SON OF LATE DEBARAJAN CHAKRABORTY
33 Dr. SARAT BANERJEE ROAD
KOLKATA - 700023
SERVICE

No. W/o

Barasat, N. 24 Parganas
By Caste Hindu, Muslims. By presentant
M. Service, Business.

Additional District Sub-Registrar
Barasat, North 24 Parganas

4 MAY 2009

-: 2 :-

BETWEEN

SMT. BIMALA DUTTA, Wife of Late Wife of Bibhuti Bhusan Dutta, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 10/A, Maharaja Nanda Kumar Road, Kolkata - 700 029, hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives, nominees and assigns) of the ONE PART.

A N D

THE UNITED ENGINEERS, a Partnership Firm, having its registered place of business at Jessore Road, Madhyamgram, Kolkata - 700 129, represented through its partner namely 1) SRI ASHOK KUMAR GUHA, Son of Late Sachindra Nath Guha, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Bijoy Nagar, P.O. - Madhyamgram, P.S. - Barasat, District - North 24 Parganas, 2) SMT. MADHURI GUHA, Wife of Late Pradip Kumar Guha alias Ajay Guha, by faith - Hindu by

Cont.....P/3

-: 3 :-

occupation Business, by Nationality - Indian, residing at Subhash Garh, P.O. - Kora Chandigarh, P.S. - Barasat, District - North 24 Parganas, hereinafter called and referred to as the PURCHASER (which terms and expression unless repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS one Bibhuti Bhusan Dutta purchased ALL THAT piece and parcel of land under Mouza - Doharia, Pargana - Anowarpur, J.L. No. 45, R.S. No. 132, Touzi No. 146, under Khatian No. 105 :-

A.

Dag No.

Area of land

558

26 Sataks ✓

559

68 Sataks ✓

560

68 Sataks ✓

Total

1 Acre 62 Sataks

And out of the said land measuring $49\frac{1}{10}$ Sataks of land from the Southern portion.

Cont.....P/4

2 ✓

-: 4 :-

B.

<u>Dag No.</u>	<u>Area of land</u>
557	27 Sataks ✓
557/688	23 Sataks ✓
Total	50 Sataks

In total A + B = $49\frac{1}{10}$ Sataks + 50 Sataks = $99\frac{1}{10}$ Sataks of land under P.S. - Barasat, A.D.R. Barasat, Dist. 24 Parganas now under North 24 Parganas by virtue of a registered Bengali Deed of Kobala dated 13th November, 1951 from Montazuddin Ahamed.

AND WHEREAS while the said Bibhuti Bhusan Dutta was in so exclusive possession by virtue of the said registered Deed of Kobala, he died intestate on 3rd day of October, 1963 leaving behind his widow namely Smt. Bimala Dutta, one son namely Sri Aloke Kumar Dutta and four daughters namely Smt. Rita Ghosh, Smt. Gopa Ghosh, Smt. Dipa Das and Smt. Anita Chakraborty as his legal heirs and successor-in-interest in respect of estate left by the said deceased Bibhuti Bhusan Dutta.

Cont.....P/5

-: 5 :-

AND WHEREAS while the said legal heirs and successors of the deceased Bibhuti Bhusan Dutta were in joint exclusive possession in respect of properties left by the said deceased, the said legal heirs for the purpose of convenient possession and better enjoyment of the said property made an amicable partition by executing a Deed of Partition on 16.12.1982 and the said Deed was executed and registered before the office of D.R. Barasat and recorded in Book No. I, being No. 16540 for the year 1982.

AND WHEREAS by virtue of said Deed of Partition dated 16.12.1982, Sri Aloke Kumar Dutta became the exclusive owner and possessor in respect of the properties mentioned in the Schedule B of the said Deed of Partition which are as follows :-

District - 24 Parganas, now North 24 Parganas, P.S. - Barasat,
Mouza - Doharia, J.L. No. 45, R.S. No. 132, 139, Sheet No. 1,
Khatian No. 631, 632 and 110 and Dag No. 556 (Part), 555, 557
land with structure measuring more or less 1 Bigha 14 Cottahs
4 Chittacks, which is butted and bounded as follows :-

On the North : Vacant Land

On the South : 10 ft. common passage.

Cont.....P/6

14440
10 080
120
24

-: 6 :-

On the East : Vacant Land.

On the West : Jessore Road.

AND WHEREAS while the said Alope Kumar Dutta was in so exclusive possession he constructed a Cinema Hall namely "Bimala Cinema" upon his exclusive portion which is more or less 25 (Twenty Five) Cottahs out of his exclusive allocation.

AND WHEREAS while the said Alope Kumar Dutta was in so exclusive possession in respect of the land and building of said Cinema Hall lying and situates upon the land measuring more or less 25 (Twenty Five) Cottahs in District - 24 Parganas now North 24 Parganas, P.S. Barasat, Mouza - Doharia, J.L. No. 45, R.S. No. 132, 139, Sheet No. 1, Khatian No. 631, 632 and 110 and Dag No. 556 (Part), 555, 557, which is hereinafter referred as "SAID PROPERTY", he died intestate on 11/10/1994 leaving behind his wife namely Smt. Ruma Dutta and mother Smt. Bimala Dutta as his legal heirs and successor-in-interest of the property left by him.

AND WHEREAS the said Smt. Ruma Dutta and Smt. Bimala Dutta

Cont.....P/7

while were in so exclusive joint possession in respect of said property, the said Smt. Ruma Dutta executed a Deed of Gift in respect of her undivided $\frac{1}{2}$ share in favour of the said Smt. Bimala Dutta on 21/9/2007 and the said Deed of Gift was executed and registered before the Office of Sub-Registrar Barasat, North 24 Parganas and recorded in Book No. I, CD Volume No. 2, Pages from 19124 to 19137, being Deed No. 2577 for the year 2007.

AND WHEREAS the vendor being, thus seized and possessed of and or otherwise well and sufficiently entitled to the said property in fee simple possession free from all encumbrances and thus she intended to sell the said property on account of her personal necessities and the purchaser herein approached the vendor for purchase the said property measuring more or less 25 (Twenty Five) Cottahs in District - 24 Parganas now North 24 Parganas, P.S. Barasat, Mouza - Doharia, J.L. No. 45, R.S. No. 132, 139, Sheet No. 1, Khatian No. 631, 632 and 110 and Dag No. 556 (Part), 555, 557, free from all encumbrances, charges, attachments and liens at/or for the consideration of Rs.

Cont.....P/8

-: 8 :-

1,02,00,000.00 (Rupees One Crore and Two Lacs) only and the vendor herein has agreed to the said proposal of the said Purchaser.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said consideration of Rs. 1,02,00,000/- (Rupees One Crore and Two Lacs) only to the vendor paid by the Purchaser as per memo below at or immediately before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written, admit and acknowledge and/or from the same and every part thereof hereby acquit release and forever discharge the said Purchaser) as well as the said land and structure particularly described in the schedule hereinafter written, the vendor do hereby sell, grant, transfer and convey and assign and unto the purchaser free from all encumbrances charges, liens, lispendences ALL THAT piece or parcel of land and structure measuring more or less more or less 25 (Twenty Five) Cottahs in District - 24 Parganas now North 24 Parganas, P. S. Barasat, Mouza - Doharia, J. L. No. 45, R. S. No. 132. 139. Sheet No. 1. Khatian No. 631, 632 and 110 and Dag No. 556 (Part), 555,

Cont.....P/9

557, A.D.S.R.O., Barasat, in Ward No. 15 of Madhyamgram Municipality, being Municipal Holding No. 69, Dist. - North 24 Parganas alongwith the structure measuring more or less 4000 sq.ft. togetherwith all easement rights and appurtenances as particularly described in the schedule hereinafter written *TO HAVE AND TO HOLD* the said property hereby granted, transferred conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely and forever free from all encumbrances whatsoever.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER :-

1. That the schedule land and structure is free from all encumbrances, attachments, liens, mortgages and the vendor has absolute right, title and interest in respect of the schedule property.
2. That no notice issued under the public demand recovery act has been served upon the vendor nor any such notice has been published.

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3. That the vendor has not yet received any notice of requisition and/or requisition of the property described in the schedule hereinafter written.

4. That the purchaser and all person or persons claiming through the purchaser shall have undisputed and all manner of right over the common passages and other easementary rights.

5. It is hereby declared that the property is used exclusively by the vendor which described in the schedule hereinafter written is the property which they inherited from their predecessor Sri Bibhuti Bhusan Dutta and that the vendor is not the benamder of any one.

6. That the vendor and her legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document/ documents without any consideration in favour of the purchaser or its successors-in-interest in respect of the schedule land for any defect, omission, error to be found later on in the present deed.

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9 ✓

-: 11 :-

7. That the Purchaser on and from this day shall have absolute right to install electricity, water connection, sewerage connection, telephone connection etc. at its own cost and expenses.
8. That the Purchaser will mutate its name as a owner of the said property before the office of local Madhyamgram Municipality and B.L. & L.R.O., Barasat by virtue of this deed.
9. That the vendor has put the purchaser in actual possession of the said property hereby sold and transferred.
10. That the said property is not affected by any attachments including attachment under any certificate case or any proceedings started at the instance of the Income Tax or Estate Duty Authorities or other Government Authorities under Demand & Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the vendor for realisation of arrears of Income Tax or Estate Duty or other taxes or dues or otherwise under the Public Demand & Recovery Act

Cont.....P/12

-: 12 :-

and/or any other acts for the time being in force and that the said property is not otherwise charged, mortgaged or encumbered except for the liabilities, if any, for the arrear land revenue and/or Municipal taxes as provided.

11. That the said property is not affected by any notice or scheme of the Improvement Trust or the local Municipal Authority or the Kolkata Metropolitan Development Authority and that no declaration have been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act, 1894 or any other acts or enactments in force.

12. That there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the vendor to grant transfer convey sell, assign and assure the said property unto the purchaser in the manner aforesaid.

13. That the purchaser shall have absolute right to make addition alteration to the present existing structure and to make further construction and to demolish the present existing structure

Cont.....P/13

-: 13 :-

and to develop the said premises subject to the permission of the competent authority.

14. That the vendor delivered the following deeds and documents relating to the said premises :-

- a. Bengali Koabla Deed, dated 13/11/1951 registered at A.D.R. Barasat executed by Montazuddin Ahamed.
- b. Deed of Partition vide No. 16540, dated 16/12/1982 registered at D.R.O. Barasat.
- c. Deed of Gift vide No. 2577 dated 21/09/2007 registered at S.R.O. Barasat executed by Smt. Ruma Dutta.
- d. Tax receipts etc. issued by the Madhyamgram Municipality.

AND the vendor delivers this day khas possession of the said property along with structure together with the relevant documents of right, title and possession unto the purchaser.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece or parcel of land measuring more or less 25
(Twenty, Five) Cottahs in District - 24 Parganas now North 24
Parganas, P.S. Barasat, Mouza - Doharia, J.L. No. 45, R.S. No. 132,
139, Sheet No. 1, Khatian No. 631, 632 and 110 and Dag No.
556 (Part), 555, 557, A.D.S.R.O. Barasat, in Ward No. 15 of
Madhyamgram Municipality, being Municipal Holding No. 69, Dist.
- North 24 Parganas along with the structure measuring more or
less 4000 sq.ft. together with all easement rights alongwith the
common passage, with electricity, water, sewerage connection. The
annual proportionate rent is payable to the Collectorate of North
24 Parganas on behalf of Govt. of West Bengal. The land is
hereby sold with all easementary right which is fully shown and
delineated in the plan annexed hereto and boundary line marked
by colour Red. The said Plan will be treated as part of this Deed
of Conveyance.

-: Butted and Bounded by :-

On the North By : Ankar Industries.
On the South By : Desfab Engineers Pvt. Ltd.
On the East By : Desfab Engineers Pvt. Ltd.
On the West By : Jessore Road.

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