

3499

L.C. 515

5092



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

392481



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar
of Assurances, Kolkata

26.5.09

THIS DEED OF CONVEYANCE made this the 26th day of May Two Thousand Nine (2009) B E T W E E N SMT. TAPATI MUKHERJEE wife of Sri Sudip Mukherjee, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at 140/12, Sarat Ghosh Garden Road, Post Office - Dhakuria, Kolkata - 700 031, hereinafter referred to as the "VENDOR/ OWNER" (which expression shall unless excluded by or repugnant to the context be

Serial.....3845.....
Dt.....22/05/09.....
Name.....Smt. Sabari Seal & others.....
Address.....77 P.K. Guba Lane. Kol-28.....
A. K. Purkayastha (Stamp Vendor)
Alipore Police Court, Kol-27
Rs. 5000/-

Probin K. Seal
S/o. Lt. Madan Gopal Seal
77, P. K. Guba Lane
Dum Dum Cantt.
Kolkata-700028



deemed to mean and include her heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART** being represented by her nominated, constituted Attorney **SRI DIPANKAR SAHA** son of Sri R. K. Saha, by faith - Hindu, by occupation - Business, residing at 405A, Bose Nagar, Madhyamgram, Police Station - Barasat, Kolkata - 700 129, District North 24-Parganas, by virtue of a registered Power of Attorney, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, North 24-Parganas, on 12-08-2005 vide Book No.IV, Volume No. 13, Pages 21 to 26, Being No.597 for the year 2005.

A N D

- (1) **SMT. SABARI SEAL** wife of Dr. Ajay Kumar, and
- (2) **DR. AJAY KUMAR** son of Satyadeo Prasad, both by faith - Hindu, by Nationality - Indian, by occupation - No.1, Service & No.2 Business, both are residing at 'Mandira Apartment', 77, P.K. Guha Lane, Police Station - Dum Dum, Kolkata - 700 028, District North 24-Parganas, hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.



Additional Registrar of Assurances II, Kolkata
26 MAY 2009

A N D

(1) "M/S. MA NILAMBARI ENTERPRISE", a registered Partnership Firm, represented by its Partners namely
(1) SRI DIPANKAR SAHA son of Sri R. K. Saha and
(2) SMT. BARNALI SAHA wife of Sri Dipankar Saha, both by faith - Hindu, by occupation - Business, both are residing at 405A, Bose Nagar, Madhyamgram, Police Station - Barasat, Kolkata - 700 129, District North 24-Parganas, hereinafter referred to as the "D E V E L O P E R" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, partners, legal representatives, successors-in-business, administrators and assigns) of the THIRD PART.

W H E R E A S by a Deed of Conveyance dated 20-09-1978 One Smt. Hironmoyee Ghosh and others all of 18, P. K. Guha Road, Police Station - Dum Dum, Kolkata - 700 028, District North 24-Parganas, described jointly as the Vendor therein sold, transferred and conveyed in favour of Smt. Kalyani Ghosh wife of Sri Baidyanath Ghosh, of 220J, D.K.D. Railway Quarters, P.O. Belgachia, Kolkata - 700 037, described therein as Purchaser of ALL THAT piece and parcel of land measuring an area of 01 Cottah 08 Chittaks 06 square feet be the same a little more or less lying and situated under Mouza



Additional Registrar of Assurances II, Kolkata

26 MAY 2009

Digla, J.L.No.18, J.L. No.18, Touzi No.173, Dag No.364/3368, Khatian No.144, Holding No.349, Ward No.9 of Dum Dum Municipality, Police Station - Dum Dum, District North 24-Parganans, Kolkata - 700 028, under A.D.S.R. Cossipore, Dum Dum (more fully described hereinafter in the First Schedule) hereinafter called the said land. The said Deed was duly registered in the Sub-Registrar at Cossipore Dum Dum, vide Book No.I, Volume No.127, Pages 229 to 232, Being No.5656 for the year 1978.

AND WHEREAS the said Smt. Kalyani Ghosh died intestate on 20-01-2005 and Sri Baidyanath Ghosh died intestate on 08-06-2005 leaving behind her two daughters namely (1) Hasi Dutta and (2) Tapati Mukherjee and only son Sri Tapan Ghosh as her legal heirs and successors.

AND WHEREAS the said Smt. Hasi Dutta and Sri Tapan Ghosh made a Gift Deed of their undivided equal share in the said plot of land as referred to as the First Schedule and conveyed to Smt. Tapati Mukherjee on 12-08-2005 and duly registered in the office of the Additional District Sub-Registrar Cossipore, Dum Dum, and copied in Book No. I, Being No.9922 for the year 2006 and Smt. Tapati Mukherjee became the absolute Owner of the said property.



Additional Registrar of Assurances Lt. Kolkata
26 MAY 2009

AND WHEREAS the said Smt. Tapati Mukherjee, the Vendor herein, absolutely seized and possessed ALL THAT piece and parcel of land measuring an area of 01 Cottah 08 Chittaks 06 square feet be the same a little more or less lying and situated under Mouza Digla, J.L.No.18, J.L. No.18, Touzi No.173, Dag No.364/3368, Khatian No.144, Holding No.349, within the limits of Dum Dum Municipality, under Ward No.9, District North 24-Parganans more fully described in the Schedule 'A' hereunder written and got her name in the record of the Dum Dum Municipality being the Municipal Premises No.349, P.K. Guha Road, Police Station - Dum Dum, Kolkata - 700 028, District North 24-Parganans.

AND WHEREAS the Vendor decided to construct a flat system residential building upon the said land and sanction a building plan from the Dum Dum Municipality on 06-09-06.

AND WHEREAS not a sufficient fund the Vendor approached to the Developer to make a new construction of the said premises as per said Sanction Plan and the said offer accepted by the Developer herein for Development and construction of a new building for investing its own money and the said Vendor and the Developer made a Joint Venture Agreement dated 12-08-2005.



Additional Registrar of Assurances II, Kolkata
26 MAY 2019

AND WHEREAS the Vendor by executing a General Power of Attorney which was duly register in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, 24-Parganas (North), on 12-08-2005 vide Book No. IV, Volume No. 13, Pages 21 to 26, Being No.597 for the year 2005 and empowered the Developer to do all acts, deeds and things required for construction of the said building and to enter into any Agreement with the Intending buyer/buyers for sale and transfer of the allocation of the Developer and to receive advance or booking money from those buyer/s in respect of undivided impartible proportionate share of land and flat **exception the Owner's Allocation.**

AND WHEREAS as per terms and conditions of the said Development Agreement and General Power of Attorney, the said Developer herein constructed a completed the said proposed building at the said Premises No.349, P.K. Guha Road, Police Station - Dum Dum, Kolkata - 700 028, as per the aforesaid Sanction Building Plan and delivered peaceful possession of the Owners' Allocation to the Vendor herein as per terms and conditions of the said Agreement dated 12-08- 2005.



Additional Registrar of Assurances II, Kolkata

[Handwritten Signature]

28 MAY 2009

AND WHEREAS the Developer herein agreed to sell and the Purchasers herein agreed to purchase **ALL THAT** entire first floor flat having super built up area of **580 Square feet** consisting of two bed rooms, one living-cum-dining room, one kitchen, one toilet and one W.C. of the said newly constructed building together with undivided impartible proportionate share of the land at the said premises with all common users thereto out of the **Allocation of the Developer** herein more fully described in the Schedule 'B' hereunder written free from all encumbrances at a fixed price of total Consideration of **Rs.6,00,000/- (Rupees six lacs)** only and the Purchasers jointly agreed to purchase the said flat at the said Consideration free from all encumbrances, liens, lispendens or attachments whatsoever and accordingly the parties hereto entered into an Agreement for Sale dated 11th January, 2009.

AND WHEREAS in compliance with the terms of the said Agreement for Sale dated 11-01-2009 the Purchasers hereto have paid to the Developer the balance of the Consideration money to their full satisfaction and accordingly the Developer herein is now executing and registering these presents unto and in favour of the Purchasers herein.



[Signature]
6 MAY 2009

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement dated 11-01-2009 and in Consideration of the said sum of **Rs.6,00,000/- (Rupees six lacs)** only well and truly paid by the Purchasers to the Developer herein (the receipt whereof the Developer doth hereby admit and acknowledge of and from the payment of the same as per Memo of Consideration hereunder written and every part thereof, acquit, release and discharge forever the Purchasers as well as the said flat mentioned in the Schedule 'B' hereunder written hereby granted, sold, transferred, conveyed, assigned and assured) the Vendor and Developer do hereby grant, transfer, convey, sell, assure and assign and the Vendor do hereby confirm such sell and transferred unto the Purchasers **ALL THAT** undivided proportionate share in the land at attributable to **entire first floor flat** having super built up area of **580 Square feet** consisting of two bed rooms, one living-cum-dining room, one kitchen, one toilet and one W.C. in the said newly constructed building on the said land described in the Schedule 'A' hereunder written together with right and interest benefit in respect of all common parts areas/ portions/ common facilities and common conveniences relating thereto hereinafter referred to as the "Said Property" fully described in the Schedule 'B' hereunder written together with all amenities and facilities attached thereto or to be provided therewith such as common rights in



Additional Registrar of Assurances II, Kolkata

26 MAY 2009

all common passages, paths, spaces, stairs and landings attached thereto overhead water tank, underground water reservoir of the said building **TOGETHER WITH** right of ingress to and egress from the said flat and the building as more fully and particularly mentioned and described in the Schedule 'B' hereunder written hereinafter collectively referred to as the 'Said Property' with common rights now are or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all and singular erections, walls, structures, fixtures ground and soil thereof sewers, drains, ways, paths, passages, watercourses, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, uses, occupied or enjoyed therewith or reputed to belong or deemed to be or known as part, parcel and members thereof or appurtenant thereto **A N D** the reversion or reversions, remainder or remainders and the rents, issues and profits of and form the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof and **ALL THAT** estate, right, title, interest, inheritance, use, trust, possession property claim and demand whatsoever both at



Director-Registrar of Insurance II, Malta

25 MAY 2009

law and in equity of the Vendor and the Developer into and upon the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **A N D** all deeds, pattahs, muniments, writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law and in equity to the Purchasers **TO HAVE AND TO HOLD** the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in free simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Vendor and Developer do hereby covenant with the Purchasers **THAT NOTWITHSTANDING** any act, deed, matter, assurance or thing whatsoever by the Vendor made done executed occasioned or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or



Additional Registrar of Assurances II, Kolkata

26 MAY 2009

expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance, lawful eviction, interruption, claim or demand whatsoever form or by the Vendor and Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendor well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former or other estates, encumbrances, claims, demands, charges, liens, lispends, debts and attachments whatsoever made done executed occasioned or suffered by the Vendor and Developer or any person or persons claiming or to claim through under or in trust for the Vendor into and upon the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other things whatsoever to alter, defeat, encumber or make void the same and **THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever as aforesaid the Vendor and Developer have no in themselves good right, full power and absolute authority to grant, sell, transfer, convey, assign and



Registrar of Assurances, Kolketa

26 MAY 2009

assure by these presents the said flat with common rights hereby granted, sold, transferred, conveyed, assigned and assured or agreed or intended so to be unto and to the use of the Purchasers in manner aforesaid **AND THAT** the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possession enjoy the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the Vendor and Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendor and Developer **A N D** that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Vendor and Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner or former or other estates, rights, title, lease, mortgages, charges, trusts, wakfs, debutters, attachments, executions, lispens, claims, demands and encumbrances whatsoever made done occasioned or suffered by the Vendor and Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Vendor, Developer and further that the Vendor, Developer



Additional Registrar of Assurances II, Kolar
26 MAY 2009

and all persons having or lawfully claiming any estate, right, title, and interest, whatsoever in the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or any part thereof from under or in trust for the Vendor and Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do and executed all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured and confirmed and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required **A N D** that the Vendor do hereby confirm the averments made in these presents by joining in the executing these presents as Vendor **A N D** that the Purchasers hereby covenants with the Vendor and the Developer that the Purchasers will and shall maintain the said flat with common rights in such manner so that it may not cause any danger and/or prejudicially affect the said building in any way whatsoever and that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises until such time as separate assessment is made in respect of the said flat and that the Purchasers further covenant with the Vendor and Developer that the



Additional Registrar of Assurances II, Kolkata
26 MAY 2009

Purchasers shall hold, possess and enjoy the said flat as any absolute Owners thereof subject to the covenants, conditions and agreements and common expenses setout and particularly mentioned in the Schedule 'D' hereunder written to be observed and performed and to be paid by the Purchasers and that the Vendor and Developer shall be entitled to retain the original documents of title relating to the said property and shall upon every reasonable request of the Purchasers and at the cost of the persons making the request produce the said documents of title or any of them and on like requests and costs furnish such copies thereof or extracts there-from as the Purchasers may reasonably require. The Developer after the Owners of all the Units/ Flats in the said premises do form an Association for the maintenance upkeep and administrations of services in the said Premises shall handover the said original documents to such Association, so that the same may be kept and made available upon requisition as and when made by the members thereof.

THE SCHEDULE 'A' AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area of 01 Cottah 08 Chittaks 06 square feet be the same a little more or less lying and situated under Mouza Digla, J.L.No.18, J.L. No.18, Touzi No.173, Dag No.364/3368, Khatian No.144, Holding No.349, within the limits of Dum Dum Municipality,



Additional Registrar of Assurances II, Kolkata

26 MAY 2009

under Ward No.9, being Municipal Premises No.349, P.K. Guha Road, Police Station - Dum Dum, Kolkata - 700 028, A.D.S.R.O. Cossipur, Dum Dum, District North 24-Parganans, being butted and bounded as follows: -

- On the North : P. K. Guha Road.
- On the South : C.S. Dag No.346/3368 (Part).
- On the East : C.S. Dag No.346/3368 (Part).
- On the West : House of Sri Bimal Pal.

THE SCHEDULE 'B' AS REFERRED TO ABOVE

ALL THAT entire first floor flat having super built up area of **580 Square feet** more or less consisting of two bed rooms, one living-cum-dining room, one kitchen, one toilet and one W.C. of the said newly constructed building together with undivided impartible proportionate share of the land at the said premises with all common users thereto lying and situate at Municipal Premises No.349, P.K. Guha Road, Police Station - Dum Dum, Kolkata - 700 028, now lying within the limits of the Dum Dum Municipality, under Ward No.9, in the District of North 24-Parganas together with all easement rights thereto and the said flat is delineated by a Map or Plan annexed hereto and depicted by **RED** border lines.



Additional Registrar of Assurances II, Kolkata
26 MAY 2009

THE SCHEDULE 'C' AS REFERRED TO ABOVE

(COMMON AREAS & FACILITIES)

1. Main gate of the said premises and common passage.
2. Installation of common service, viz. electricity water pipes, sewerage, rain water pipes.
3. Water pump with motor and pump house,
4. P.V.C. Reservoir on the roof.
5. Septic tank with soak pit on the ground floor for use of all owners of the building.
6. 24 hours supply of water from overhead tank to the respective flat.
7. Lighting in the common space, passage, staircase, including fixtures and fittings.
8. Common electric meter and box.

THE SCHEDULE "D" ABOVE REFERRED TO

(The Common expenses as per proportionate share)

1. All costs of maintenance, operation, replacing white washing, painting re-building, reconstruction decorating re-decorating and lighting the common parts and also the outer walls of the said building.
2. Proportionate share of Insurance premium for insuring the said building against earth-quake, lighting, mob damage, civil commotions etc.
3. All charges and deposits for supplies of common utilities.



Additional Registrar of Assurances II, Bangalore

[Signature]

26 MAY 2009

4. All municipal taxes and outgoing impositions of any other authority including water tax, if any.
5. Costs and charges of establishment for maintenance of the building and for watch and ward staff.

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

In presence of: -

1. Prabir K. Seal
77, P.O. Gurus Lane
Dum Dum Cant.
Kolkata - 700028

2. Sital Halder.
6 Bekar Road.
KOLKATA - 27.

of Smt. Tapati Mukherjee
as Constituted Attorney
Dipankar Saha
Dipankar Saha
as Constituted Attorney
of Smt. Tapati Mukherjee

Dipankar Saha

Signature of the Constituted
Attorney on behalf of
Smt. Tapati Mukherjee, the
Vendor herein.

1. Sabari Seal

2. Ajay Kumar

Signature of the Purchasers

1. For Ma Nilambhari Enterprise
Dipankar Saha
Partner

2. For Ma Nilambhari Enterprise
Sarmati Saha
Partner

Signature of the Developer



Additional Registrar of Assurances II, Kolkata
25 MAY 2009

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.6,00,000/- (Rupees six lacs)** only being the full Consideration money in the manner:-

MEMO

Date	Cheque/ Draft No./ Cash	Bank / Branch	Amount	
			Rs.	P.
11-01-09	144196	UTI Bank, Kankurgachi	70,000.00	
12-01-09	144197	UTI Bank, Kankurgachi	50,000.00	
15.05.09	714 09	PNB Bank Salt Lake.	3,000.00	
26/05/09	329103	Axis Bank	4,77,000.00	
Total			<u><u>6,00,000.00</u></u>	

(Rupees six lacs only)

WITNESSES:

1. Robin K. Seal
77, P. K. Gurus Lane
Durgam Chait,
Kolkata - 700028

For Ma Nilambari Enterprise
Dipankar Saha
Partner

2. Sita Haldar,
6 Benger Road,
Kolkata - 27

For Ma Nilambari Enterprise
Barnali Saha
Partner

Signature of the Developer

Drafted by me :-

Ram Kumar Bhattacharjee

Advocate
High Court, Kolkata

Computer Print by:

Ranjit Bera.

Alipore Police Court, Kolkata - 27.



Additional Registrar of Assurances II, Guyana

26 MAY 2009

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name DIPANKAR SAHA

Signature Dipankar Saha

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name BARNALI SAHA

Signature Barnali Saha

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name AJAY KUMAR

Signature Ajay Kumar

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

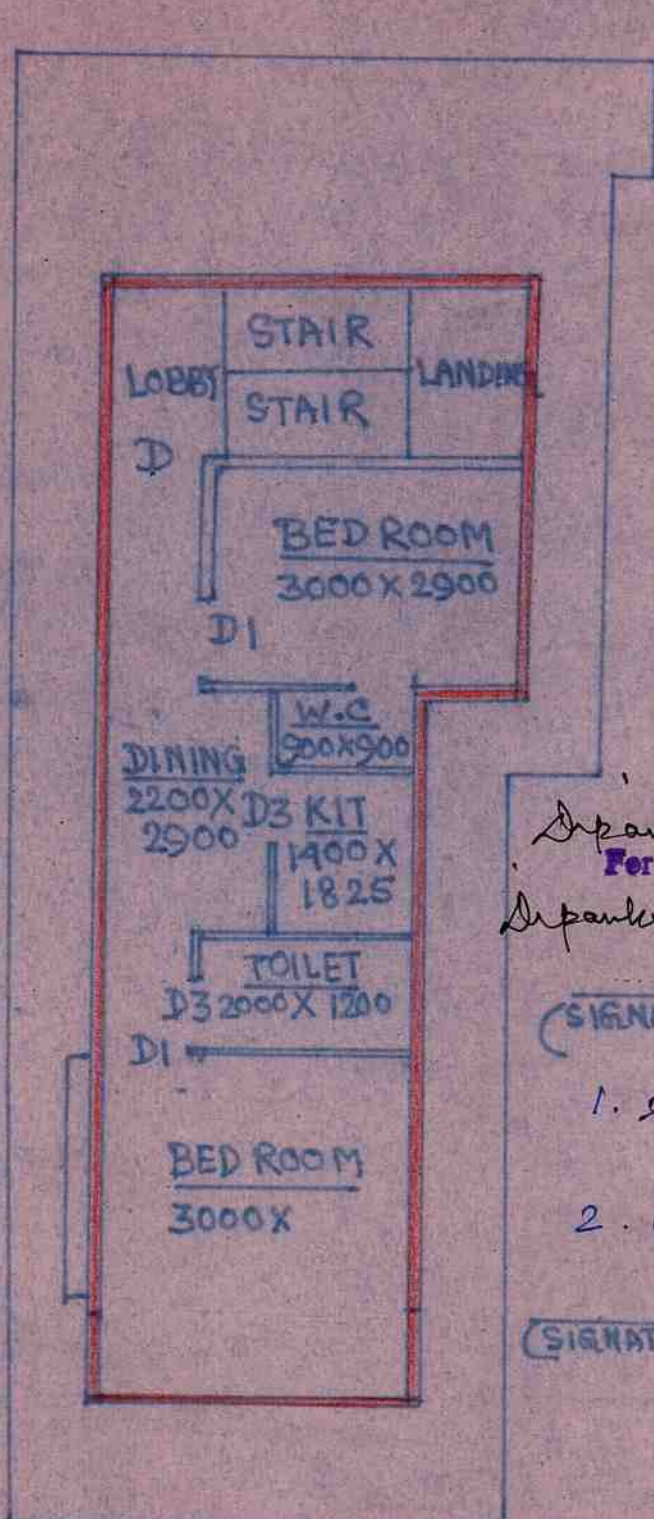
Name SABARI SEAL

Signature Sabari Seal



Additional Registrar of Assurances II, Kolkata
[Signature]
25 MAY 2009

FLOOR PLAN OF THE FLAT ON FIRST FLOOR AT 349, P.K. GUHA ROAD UNDER
 DUMDUM MUNICIPALITY, DIST:- NORTH 24 PGS. PS:- DUMDUM, KOLKATA:- 700028,
 AREA OF PLAT:- 1608 SQ. FT., AT MOUZA:- DIGLA, J.L. NO:- 18, TALUKA NO:- 173,
 DAG NO:- 364/3368, SUPER BUILT UP AREA OF THE PLAT:- 530 SFT.
 FLAT SHOWN BY RED LINE.



Dipankar Saha
 as Co. Juted Attorney
 of Smt. Japati Mukherjee

Dipankar Saha

as Co. Juted Attorney
 of Smt. Japati Mukherjee

Dipankar Saha
 For Ma Nilambari Enterprises

Dipankar Saha - Baranah Saha
 Partners

(SIGNATURE OF VENDOR)

1. *Sabari Seal*

2. *Hay Ram*

(SIGNATURE OF PURCHASER)

← 30' WIDE P. K. GUHA ROAD →



Additional Registrar of Assurances II, Kolkata
26 MAY 2009

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 7787 to 7812
being No 05092 for the year 2009.



(Tarak Baran Mukherjee) 29-May-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal

