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पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL  
11/8/08  
13200/1  
120  
619881  
A3289-  
रक = 14  
H = 28  
33351  
300000

MARKET VALUE Rs. 211500/-  
B D Rs. 11913/-  
B D No. 620001-624002 dt. 1/8/08  
Regn. Fees Rs. 11385/-  
Marai  
Dist. Sub. Registrar, Narkeldanga  
6/8/08  
MD-13200/-  
18200/-

  
Rafikul Islam

  
Sukumar Chatterjee  
13200/-  
619881 dt. 1/8/08

DEED OF CONVEYANCE

THIS INDENTURE made this the first day of August, 2008 BETWEEN

SMT. ASHALATA CHATTERJEE wife of Late Sukumar Chatterjee by faith Hindu by  
occupation House-wife, residing at 24, Jagannath Dutta Lane, P.S. : Narkeldanga

Contd.....P/2.

36435

Sh. No. .... Sold To .....  
Rs. 5000/- ..... Addrs.  
P.K. DAS  
(Govt) LICENSED STAMP VENDOR  
11A, Mirza Ghalib Street, Cal-87  
L. No.-285, Kc .....

SK. Abu NASAR, & others.  
3/H/1, Raja Dineendra 87-  
KQ-9.

Date ..... 31 JUL 2008  
Time ..... 12 M. P.M.  
In the Sadar Court of District  
Allpur South 24 Parganas by  
Assistant/Claimant or his  
Lawyer/Claimant's Lawyer



Rafikul Islam

Dist. Sub. Registrar - III  
Allpur South 24 Parganas

Rafikul Islam constituted  
Attorney of Ashraf Chatterjee

10382 / 1 AUG 2008

Rafikul Islam  
Constituted Attorney of  
Ashraf Chatterjee

S/o. W/o. N/A  
SK. Abu NASAR / SK. ABU  
M. A. W. 3/H/1, Raja Dine-  
endra 87- KQ-9  
Business

10383

SK Abu Nasar

Attested by Me

Hazan Huda  
s/o Late. Nurul Huda

103B, Topsia Road  
Kolkata- 39.

Hazan Huda  
s/o. W/o. Nurul Huda  
of  
103B, Topsia Road

Dist South 24 Parganas  
by Court Order No. 39  
Kolkata-39

Dist. Sub. Registrar - III  
Allpur South 24 Parganas

1 AUG 2008



-: 2 :-

Kolkata - 700 009, being represented by her constituted Attorney **RAFIKUL ISLAM** son of Late Md. Mahatab Ali by faith Muslim, by occupation-Businessman, residing at 5A, Priyanath Banerjee St., First Floor, P.S. : Narkeldanga, Kolkata - 700 009, by a registered power of Attorney being No. IV 511 for the year 2005, registered at DSR-III, Alipore, hereinafter called and referred to as the **VENDOR / FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **ONE PART.**

**AND**

**SK. ABU NASAR** son of Sk. Abdul Mabud, by occupation - Businessman by faith Muslim, residing at 3/H/1, Raja Dinendra Street, P.S. : Narkeldanga, Kolkata - 700 009, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) of the **OTHER PART.**

**WHEREAS** the Vendor is the sole and absolute owner and in possession of ALL THAT piece and parcel of land measuring about 3 Cottahs 7 Chittacks 23 sq. ft. be the same a little more or less together with the structure thereon situate and lying at and being Premises No. 20D, Raja Dinendra Street (formerly portion of 20C, Raja Dinendra Street), P.S. : Narkeldanga, Kolkata - 700 009, within the limit of The Kolkata Municipal Corporation (K.M.C.) ward No. 028 within the jurisdiction of District 24 Pgs. (S) and the same has been morefully described in the **First Schedule** hereunder mentioned.

Contd.....P/3.

**AND WHEREAS** said Smt. Ashalata Chatterjee the Vendor herein, on payment of valuable consideration, purchased the said First Schedule property from one Bankim Chandra Daw, the absolute owner at then, by a Deed of Sale dated the 1st day of June, 1984, registered in Book No. 1, Volume No. 40, Page 393 to 401 Being No. 7263, for the year 1984 with the Office of the Registrar at Alipore, 24 Parganas and became absolute owner of the said Property.

**AND WHEREAS** by virtue of the aforesaid Deed of Sale the Vendor became the absolute Sole owner of the above said property and is in possession and Occupation of the same by mutating and recording her name with the records of the Calcutta Municipal Corporation in respect of the said property at present being Premises No. 20D, Raja Dinendra Street, Kolkata - 700 009 with Assessee No. 11-028-12-0171-2, Paying taxes for the same regularly and the same has been free from all encumbrances and litigation whatsoever.

**AND WHEREAS** the Vendor herein while in absolute possession and has the sufficient right of ownership and use of the said property, has decided to construct a building over the said property from his / her / their own fund and the Vendor herein being the absolute authority, got a sanctioned building plan from The Kolkata Municipal Corporation bearing building plan No. 16 (Br-IV) dated 02.01.1989, revised and Revalidated vide No. 07/Br-IV/2003-04 dated 11.04.2003 and subsequent revisions, additions & alterations.

**AND WHEREAS** the Vendor hereinafter obtaining the said building plan, started to construct the said proposed building and the said building is now almost completed.

**AND WHEREAS** the Vendor has constructed the said building over the said First Schedule property and as per the sanctioned plan by K.M.C. No. of Flats / units / Rooms constructed in as it is condition to be sold to the intendings Purchasers.

**AND WHEREAS** the purchaser herein being desired of purchasing a self-contained commercial unit (of which purchaser himself is the tenant), at the Partly Northern & Partly North-Eastern side in the ground floor measuring 340 sq. ft. super built-up area consisting of two rooms, one toilet and one store / cooking unit together with proportionate undivided share of land and common areas & facilities necessary for the beneficial enjoyment, hereinafter called the said unit, at the said building at 20D, Raja Dinendra Street (formerly Portion of 20/C, Raja Dinendra Street) at a total consideration of Rs. 3,00,000/ (Rupees Three Lakhs only) and the vendor being satisfied with the said consideration as the highest market price, agreed to sell the said tenented unit free from all encumbrances.

**NOW THIS INDENTURE WITNESSETH** in consideration of the said sum of Rs. 3,00,000/- (Rupees Three Lakhs) only paid by the purchaser to the vendor, the receipt whereof the vendor do hereby admit and acknowledge as per Memo of Consideration and of and from the same the VENDOR do hereby release and discharge the PURCHASER and the said tenanted commercial unit of the building together with undivided proportionate share of interest in the land with common areas and facilities and also in consideration of the covenants hereinafter contained the VENDOR do hereby grant, convey, transfer and assign absolutely unto the PURCHASER, the said unit measuring 340 sq. ft. super built-up area in the Northern & North-Eastern side of the ground floor of the building being part of Premises No. 20D, Raja Dinendra Street (formerly portion of 20/C, Raja Dinendra Street), P.S. : Narkeldanga, Kolkata - 700 009 more particularly described in the SECOND SCHEDULE hereunder written and delineated in the map or plan annexed hereto together with proportionate undivided share in the land comprised in the said premises more particularly described in the FIRST SCHEDULE here under written with common areas and facilities more



particularly described in the THIRD SCHEDULE hereunder written. TOGETHER WITH all appurtenance thereto, all easement rights, being common user of staircase, lift, roof, passage, water courses, sewers, drains, rights, liberties, privileges, appendages etc. as required for the beneficial enjoyment of the said unit hereby conveyed more particularly described in the Schedule below free from all encumbrances, mortgages, charges, liens, lispencece, trust, tenancy, acquisition, requisition, attachment, proceeding and other liabilities whatsoever, subject to the terms, conditions, covenants, agreements and stipulations hereinafter contained on the part of the PURCHASER and the VENDOR to observe and perform for the benefit and protection of the said building AND ALL THE RIGHTS, title, interest, property, claim and deed whatsoever of the said VENDOR into or upon the said unit and every part thereof. TO HAVE AND TO HOLD the said unit hereby conveyed unto the PURCHASER his heirs, executors, administrators and assigns absolutely AND the said VENDOR do hereby covenant with the said PURCHASER that the VENDOR have their good right, title and interest to convey the said property and express so to be unto the PURCHASER his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND the said VENDOR do hereby for himself / herself, his / her heirs, executors, administrators, representatives and assigns covenant with the said PURCHASER and declare that he/she is seized and possessed of and has not in any way encumbered or charged or caused to be charged or encumbered the property to be conveyed by any lease, mortgage, charge and agreement whatsoever AND that the said PURCHASER his heirs, executors, administrators, representatives and assigns shall and may at all times peaceably and quietly possess and enjoy the said property hereditament and premises and receive rent and profits thereof without any interruption, claim or denied whatsoever, from or by the said VENDOR or any person or persons lawfully or equitably claiming from under or in trust from them and that the property hereby conveyed is not within the purview of any notice under the Land

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Acquisition Act, K.M.D.A. Act. or Calcutta Improvement Act. AND the VENDOR, all persons claiming under them shall and will and for all times to come at the request and costs of the said PURCHASER, his heirs, executors, administrators, representatives and assigns, to do or execute or cause to be executed or done all such acts, deeds and things whatsoever for further and more perfectly assuring the title to the properties, hereditaments and premises or any part thereof unto the PURCHASER, his heirs, executors, administrators, representatives and assigns and placing them in possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required. And the VENDOR further covenant that if it transpires that the property hereby conveyed by the VENDOR is not free from encumbrances as hereinabove stated by him / her the VENDOR, his / her heirs, executors, administrators, representatives and assigns shall be liable under the Civil Laws and Criminal Laws to the PURCHASER, his heirs, executors, administrators, representatives and assigns and shall be bound to make good any loss sustained by him or them.

The Vendordo hereby declare that the purchaser being lawful absolute owner of the said unit by virtue of this Deed of Conveyance, shall have right and authority to sell, transfer, grant, mortgage in any way alienate the said unit to any person/s / concern without any reference to the vendor .

**AND WHEREAS** it is further agreed and declare between the parties as follows:-

1. PURCHASER as the owner of the said unit shall pay for the entire building proportionate Corporation Taxes, charge , levies and impositions water taxes (both owner and occupier) as and when the same shall become due and payable after the date of notice to take possession of the said unit / delivery of possession of the said unit, so long the said unit is not separately assessed by the Corpporation authorities and in addition thereto also pay proportionately all costs and expenses for maintenance and repairment of the common areas and facilities specified in the FOURTH SCHEDULE hereunder written .

2. The **PURCHASER** at his own cost shall maintain and repair his said unit including the inside walls , fixtures and pipes fitting electrical lines , swiches , sanitary fitting and other appurtenances thereto in good and working condition and in such manner as is necessary to support and protect the other part or parts of the said building.

3. The **PURCHASER** along with other occupiers of the said building shall duly observe and perform all the Rules and Regulation to be formed relating to the protection, management and maintenance of the said building and the common areas and facilities thereof .

4. It is agreed that the owners and occupiers of the said building shall form an association and frame rules and bye-laws thereof for maintenance and management of the said building and until such association is formed the **VENDOR** or the **PURCHASER** as may be agreed upon shall maintain the same and upon such formation of the association, such association will arrange for maintenance of the said building and the common areas and facilities.

5. The **PURCHASER** shall pay to the **VENDOR** or the association after its formation the proportionate costs and expenses for maintenance upon bills being raised by the **VENDOR** or such association and the **PURCHASER** shall be responsible for payment of proportionate maintenance charges fully described in the **FOURTH SCHEDULE** hereunder written **IN PROPORTION TO THE AREA** owned by the **PURCHASER**.

6. The **PURCHASER** shall allow the **VENDOR** or the authorised representative of the association at all reasonable times after prior intimation to enter into the said unit for inspection of the drains, water connection, electric wiring, gas lines, for repairing and maintaining and protection of the said building.



7. The PURCHASER shall have no claim or right of any kind whatsoever or exclusive possession of the open space, passages and roofs etc. which shall remain common to all the co-owners save and except in respect of the particular unit hereby transferred and / or conveyed.

8. THE PURCHASER SHALL HAVE :

- (a) The right of protection of the said unit on the ground floor mentioned herein from all parts of the said building and premises so far as may be necessary, including right of support both vertical as well as lateral.
- (b) The right of passage in common as aforesaid, of electricity, telephone, water and soil from and to the said unit through pipes, drains, wires and conduits or being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of said unit for all lawful purposes whatsoever.
- (c) The right with or without workmen and necessary materials to enter from time to time within the common area of the said building for the purpose of repairing so far as may be necessary, the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said unit in so far as such repairing or cleaning cannot be reasonably carried out without such entry and in such events upon giving a week's prior notice in writing of his / her / their intention so to enter to the vendor and / or other person or persons lawfully entitled to the same.
- (d) The right to apply for mutation and to have the said unit separately assessed for the purpose of assessment of Municipal rates and taxes.
- (e) The right to, at her / his / their cost wholly in case it relates to her / his / their unit / flat / room or any part thereof and proportionately in case it relates to all the units and flats in the said building and / or common portions, make all alterations

and / or addition as may be required to be made by the Calcutta Municipal Corporation or other statutory body and similarly pay all betterment fees and other levies and all other fees required to be paid in respect thereof.

9. **THE PURCHASER SHALL NOT :**

- (a) Do or permit the doing anything that may cause or is likely to cause any structural damage to the said unit or any part thereof;
- (b) Cause any obstruction or hindrance or interference in free ingress or egress in the said building of the VENDOR or any other co-owners and / or occupiers of the said building.
- (c) Use the said unit for any immoral purposes and should not store any material inflammable or otherwise which may cause damage in the building or injure any portion thereof.
- (d) Throw or accumulate any dirty rubbish rags or any other refuses or permit the same to be accumulated in or any portion of the common areas of the said building.
- (e) Have any right to demolish or damage the said unit or the said premises or any part thereof or cause the same to be demolished or damaged, which may cause damage to the building.
- (f) Make any major addition or alteration of the unit and the building without the required consent of the Kolkata Municipal Corporation / Concerned Authority.

10. **TITLE DEEDS OF THE PREMISES :**

The Vendor shall keep the title deeds in respect of the land as are now in his possession or in the custody of any person or persons as the Vendor shall remain bound to allow the purchaser to inspect the same and to take copies thereof and / or extracts therefrom as may be required and to allow the purchaser to have the original deeds and documents at their costs, produced before such authorities as may be reasonably required.

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**'FIRST SCHEDULE' HEREINABOVE REFERRED**  
(SCHEDULE OF THE LAND)

**ALL THAT** the piece and parcel of land measuring about 3 Cottahs 7 Chittacks 23 sq. ft. be the same little more or less formerly portion of premises No. 20/C, Raja Dinendra Street, under P.S. Narkeldanga which at present being Premises No. 20D, Raja Dinendra Street, Kolkata - 700 09 under Ward No. 028 which stands in the name of Smt. Ashalata Chatterjee with the records of Kolkata Municipal Corporation, under Assessee No. 11-028-12-0171-2 butted and bounded as follows :-

On the North	:	26, Raja Dinendra Street
On the East	:	Passage belonging to the Vendor.
On the South	:	Passage leading to back portion.
On the West	:	Raja Dinendra Street.

**'SECOND SCHEDULE' HEREINABOVE REFERRED**  
(SCHEDULE OF THE COMMERCIAL UNIT)

**ALL THAT** piece and parcel of fully constructed and duly finished commercial unit (of which the purchaser is the tenant), situated in the North & North-Eastern side of the ground floor in the building constructed according to the plans & specifications as approved and subsequent additions & alterations by the Calcutta Municipal Corporation and / or any other authority/s measuring an area of 340 sq.ft. super built-up area be the same a little more or less, consisting of two rooms, one toilet, and one store / cooking unit along with proportionate undivided share of land, common areas and facilities mentioned in the Third Schedule below including the staircases, lift, entrance from road to the staircase, entrance, water supply system, electrical systems etc. situated at Premises No. 20D, Raja Dinendra Street (formerly portion of 20/C, Raja Dinendra Street), under P.S. Narkeldanga, Kolkata - 700 009.

**'THIRD SCHEDULE' HEREINABOVE REFERRED**  
(SCHEDULE OF COMMON AREAS AND FACILITIES)

1. The boundary wall and the gates for entry into and exit from the premises.



2. The entire drainage system including rainwater down pipes, surface and underground drains.
3. Common supply lines to the premises from the CESC Ltd. with all installations, implements, wiring, thereto related save only those which are meant for specific units.
4. All wirings and arrangements and installations for lighting of the passages and the common areas as enjoyed by the purchaser within the building and the premises.
5. The main door for entry into and exit from the building.
6. The entire water supply system including the underground reservoir, overhead tank, pump room, pump, motor, water lifting pipes, vent pipe and all other installations thereto related excluding only such pipes etc. which are meant for supply of water to the specific units.
7. The meter room.
8. The entire lift and staircases from ground level to the roof including all steps, stairs & landings on all floors.
9. The entire roof (after completion of entire construction of the premises) with Parapet walls, cornices etc.
10. The whole of the sewerage line.
11. All open spaces within the building and the premises not specifically allotted to any unit owner / occupier, all other spaces, areas, installations, fittings and fixtures as may from time to time be installed and arranged for and provided for common services and common benefits to be enjoyed by the purchaser.

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**'FOURTH SCHEDULE' HEREINABOVE REFERRED**  
**(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating etc. of the said structure and in particular the gutter and rainwater pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the PURCHASER in common with the other occupiers of the other units and main entrance, passages, staircases, lift and landings of the building as enjoyed by the PURCHASER or used by him/them in common as aforesaid and the boundary walls of the building / compounds, terraces etc.
2. The costs of working and maintenance of light and service charges for and relating to the common areas and the common utilities as enjoyed by the purchaser.
3. The cost of decorating the exterior of the building.
4. The costs of the salaries of clerks, chowkidars, sweepers etc. engaged for the security and other common services as enjoyed, of the premises.
5. Corporation Taxes, levies etc. if levied on the premises for common services and / or under common heads.
6. Insurance of the building, if done :
7. Legal expenses for enjoyed common purposes.
8. Such other expenses as may from time to time be deemed necessary or incidental for the maintenance and upkeep of the building.
9. Cost of formation & operation of Association among the co-owners / occupiers of the building.

IN WITNESS WHEREOF, the parties hereunto subscribe their respective hands and seal this the day, month and the year above written.

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF :

1. Hasan Huda.  
S/O Lt. Nurul Huda.  
103B, Topsia Road.  
Kolkata - 39.
2. Charan Mallick.  
38/A/7th Fl. Mallick.  
Jala main Road.  
Kolkata - 54.  
S/O. Lt. Niranjan Nath Mallick.

Rafikul Islam  
Constituted Attorney of  
Aspalata Chatterjee  
SIGNATURE OF THE VENDOR

PREPARED BY ME :

S. Abunasar

SIGNATURE OF THE PURCHASER

Pranati Bhattacharya  
( PRANATI BHATTACHARYA )  
Advocate  
Enrolment No. WB/284/1981  
High Court, Calcutta.

TYPED BY ME :

Rajib Ray

RAJIB RAY  
32, SURYA SEN STREET  
KOLKATA - 700 009.



VENDOR



PURCHASER



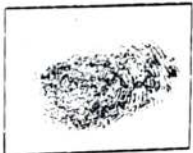
FINGER IMPRESSIONS

LEFT HAND

RIGHT HAND



THUMB



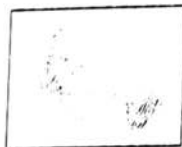
FIRST



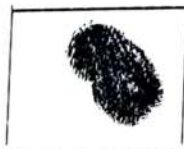
MIDDLE



RING



LITTLE



FINGER IMPRESSIONS

LEFT HAND

RIGHT HAND



THUMB



FIRST



MIDDLE



RING



LITTLE



Attested by me

Signature : Rafikul Islam  
Constituted Attorney of  
Ashakata Khatunjee

Attested by me

Signature : Sakibul Haque

Signature of The VENDOR:- Rafikul Islam  
Constituted Attorney of  
Asfalata Ghatgejee

Signature of The Purchaser:- Sir Abu Nasar



FLOOR PLAN

MEMO OF CONSIDERATION

**RECEIVED** from the withinnamed purchaser, the within - mentioned sum of  
Rs. 3,00,000/- (Rupees three Lakhs) only being the full consideration money as per  
memo below :-

<u>Cheque / Draft No.</u>	<u>Bank &amp; Branch</u>	<u>Amount (Rs.)</u>
Ch.No. 042678	Bank of India Shyambazar Branch 140/1, Bidhan Sarani Kolkata - 700 004.	Rs. 1,50,000.00
Ch. No. 042679	- Do -	Rs. 1,50,000.00

Total Rs. 3,00,000.00

Total Rupees Three Lakhs only.

Witnesses :

1. *Hasan Huda.*  
S/o Lt. Nurul Huda.  
103B, Topsia Road.  
Kolkata - 39.
2. *Charan Mallick.*  
S/O. Manmohan Nath  
Mallick. 35/1A/7/7.  
Main Market main Rd.  
Kolkata - 54.

*Rafikul Islam*  
Constituted Attorney of  
As Kolkata Chatterjee  
SIGNATURE OF THE VENDOR