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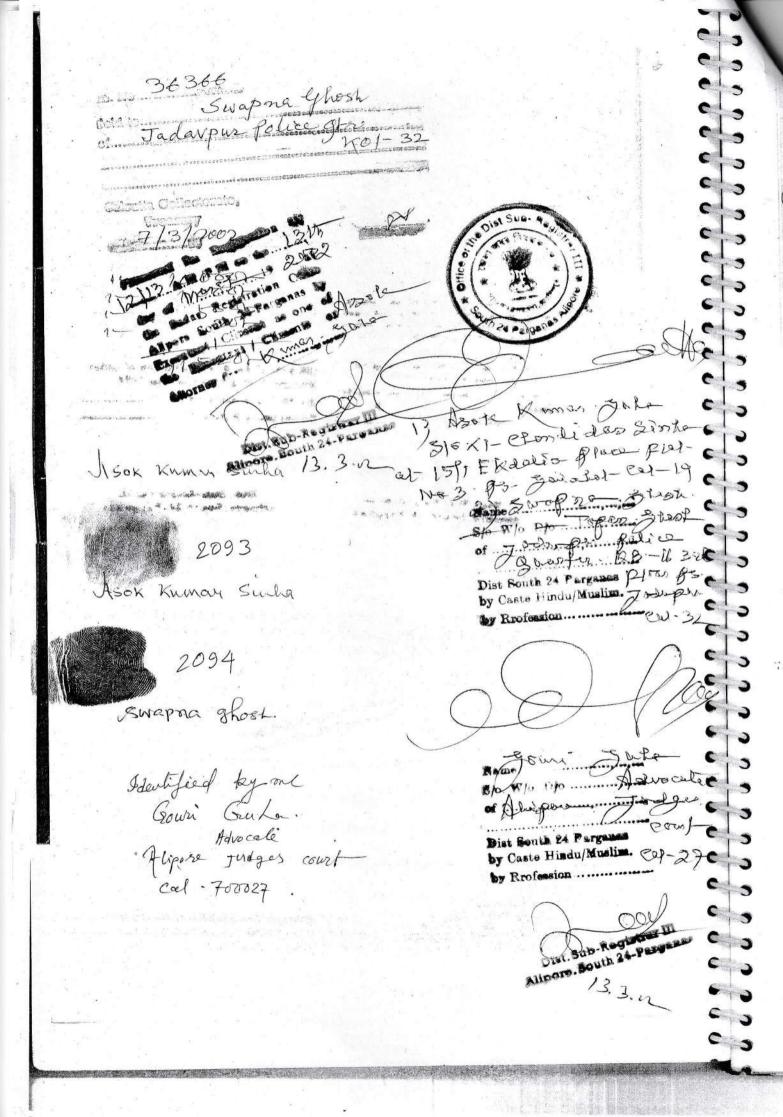
Stores South \$4-Parganas
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THIS DEED OF CONVEYANCE made this 13th day of March Two

Thousand Two BETWEEN SRI ASOK KUMAR SINHA, son of Late Chandidas Sinha, by faith – Hindu, by occupation – Retired person, residing at 15/1, Ekdalia Place, Flat No.3, P.S. – Gariahat, Calcutta – 700019, hereinafter called and referred to as the VENDOR/LANDLORD (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) or the ONE PART.

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AND

SMT. SWAPNA GHOSH, wife of Sri Tapan Ghosh, by faith Hindu, by occupation – Service, residing at Jadavpur Police Quarter, KB-16, 3rd floor P.S. – Jadavpur, Calcutta – 700032, hereinafter called and referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) or the OTHER PART.



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WHEREAS ALL THAT land mentioned below in different Khatian within the District of South 24 Parganas, Pargana Khaspur within P.S. previously Sadar Tollygunge of present Kasba Sub-Registry office Alipore at present Sealdah, District Registrar Office Alipore, R.S.-No.3, J.L. No. 25 with Mouza Nayabad within the District Collector's Touzi No.56 appertaining to District Settlement Khatian No.5 & 6, R.S. Khatian No.112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, & 133 of Mourashi Mokarari Pattah



within C.S. Dag No.102, R.S. Dag 191 & 194 had been absolute property of Nabakishore Mondal, since deceased Pravash Chandra Mondal, Jugal Charan Mondal of Bawali, at Garia, had been in recorded absolute Owner title holder of their all that properties.

AND WHEREAS the said Nabakishore Mondal, since deceased Pravash
Chandra Mondal, Jugal Charan Mondal and also other Co-sharers of the said
Mondal family (who had acquired the said property and also out of the said

properties) had been in possession and enjoying the said property by a permanent settlement by four Mourashi Mokarari Patta in favour of said Nagendra Nath Dey Sarkar and others the predecessors of Jnanendra Nath Dey Sarkar of Baishnabghata after receiving the said land i.e. enter marketable consideration price.

AND WHEREAS the said Nagendra Nath Dey Sarkar and others the predecessors of Jnanendra Nath Dey Sarkar after that they being as recorded Owner title holder and was recorded in their names in District Settlement Khatian No.5 of Mouza – Nayabad, under Touzi 56 R.S. No.3, J.L. No.25 written under previously P.S. Tollygunge at present Kasba within the District 24 Parganas at present 24 Parganas South.

AND WHEREAS after receiving the said properties the said Jnanendra Nath Dey Sarkar and others after being the absolute owner and title holder and had been in peaceful possession and enjoyment without interference of other, after some day they established a Firm namely the Suburban Agricultural Dairy & Fisheries Co. Ltd. and transferred the above referred said land in favour of the said Firm namely the Suburban Agricultural Dairy & Fisheries Co. Ltd.

AND WHEREAS thereafter the said Subarban Agricultural Dairy & Fisheries Co. Ltd. with the object of exclusive and separate possessor and enjoyment of the said land acquired by them instituted a title suit before the learned 3rd Sub-Judge at Alipore under the District Judge and Session Judge at Alipore and its T.S. No.16 of 1941 as a plaintiff against the co-sharers concerned.

AND WHEREAS after hearing of the said Title Suit the Ld. 3rd Sub-Judge of the Alipore had declared to be the rightful owners in respect of their shares and Sri Sachindra Nath Koley executor of the Swarnamoyee Dassi Estate the Defendant No.16 was declared to be the rightful owner in respect of his share and the Defendant Nos. 12, 13 and 14 namely Pravash Chandra Mondal, since deceased Jugal Chandra Mondal since deceased and Amarendra Nath Mondal also were declared to be the Joint owners in respect of their shares among the Defendant Nos. 12,13 & 14 the said Pravash Chandra Mondal became the declared owner in respect of his share and other Co-sharers were declared to be owners of the rest share.

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In the manner aforesaid, the Defendant No. 12 Pravash Chandra Mondal since deceased became the absolute sixteen annas owner of the said property in the preliminary Decree.

AND WHEREAS during the pendency of the said Title suit the said Land Owner Pravash Chandra Mondal died intestate on 17.4.1968 after leaving behind wife Smt. Sudhangsu Bala Mondal and his two sons Sasanka Sekhar Mondal, Sri Biswa Sekhar Mondal and four daughters namely Smt. Ashima Rani Ray, Smt. Jamuna Rani Das, Smt. Bimala Rani Mondal (Dalui), Pratima Rani Mondal as the only legal heirs and successors substituted in the said suit in place of deceased Pravash Chandra Mondal the Defendant No.12.

AND WHEREAS the Smt. Jamuna Rani Das, Smt. Bimala Rani Das (Dalui), Smt. Pratima Rani Mondal the said Lessors sold and transferred their

right, title and interest by a registered deed of Indenture in favour of Smt. Sudhangsu Bala Mondal wife of Late Pravash Chandra Mondal and Smt. Nilima Rani Mondal wife of Sri Sasanka Sekhar Mondal and the said deed of Indenture dated 25.01.1969 duly registered in the office of the District Registration Office of Alipore and the same was recorded in Book No.I, Being No.275 for the year 1969 and the said Lessors became ceased and destroyed for ever.

AND WHEREAS on 15th day of February in 1969 the said Smt. Jamuna Rani Das, Smt. Bimala Rani Das (Dalui), Smt. Pratima Rani Mondal collectively gifted and transferred their inherited share a short term lease in Rayati right i.e. Sali land within C.S. Dag No. 102, R.S. Dag No. 191 & 194 under C.S. Khatian No. 5 & 6, R.S. Khatian No. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 with Mouza Nayabad by registered Deed of Gift in favour of their two brothers the said Sasanka Sekhar Mondal and Biswa Sekhar Mondal and the said Deed of Gift duly registered in the office of the District Registration at Alipore and recorded in the Book No. I, Volume No.11, Pages 218 to 255, Being No. 271 for the year 1969.

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The aforesaid Lessors Sasanka Sekhar Mondal and Biswa Sekhar Mondal the son of Late Pravash Chandra Mondal after receiving the lease had been paying the rents and taxes to the authority and the yearly rent of Rs.1,75 paise.

AND WHEREAS on 3.10.1969 the said Sudhangsu Bala Mondal transferred, conveyed, bestowed, assured and assigned her right title and interest

acquired by way of succession and inheritance from her husband and Pravash Chandra Mondal since deceased in favour of her two sons Sasanka Sekher Mondal and Biswa Sekhar Mondal by a registered deed of gift and the Deed of Gift was duly registered in the office of Joint Sub-Registrar of Alipore & Behala and the same was recorded in Book No.1, Volume No. 65 pages 233 to 276, Being No.4198 for the year 1969. After some days Smt. Sudhangsu Bala Mondal became deceased and disposed thereform.

AND WHEREAS after receiving the aforesaid & lease deed the said Lessor Sri Sasanka Sekhar Mondal and Biswa Sekhar Mondal both are sons of Late Pravash Chandra Mondal jointly became the Owner's of 6/7th share of the aforesaid property and one Smt. Ashima Rani Ray daughter of Late Pravassh Chandra Mondal became the wner of one Share of the said property, both brothers and one Sister had become owners left by the aforesaid Pravash Chandra Mondal.

AND WHEREAS Said Sasanka Sekhar Mondal and Biswa Sekhar Mondal as the principal Party of the said Title suit No. 16 of 1941 and the plaintiffs had applied before the Ld. 3rd Sub-Judge at Alipore for sale of 1 Ganda 2 Karas being 27/320th share of each of them and after hearing all this matters the Ld. Court granted the said Plaintiff prayer.

AND WHEREAS thereafter Sri Amarendra Nath Mondal the another Co-sharer of the land which was situated at C.S. Dag No. 102, R.S. Dag 191 &

194 within the Mouza Nayabad along with other lands with the object of exclusive possession and separate enjoyment of the said land and the said Amarendra Nath Mondal had filed an application before the Ld. 3rd Sub-Judge at Alipore and praying inter-alia for partition for his Share in the suit property title suit no. 16 of 1941 which already pending before the said Ld. Judge after hearing the said application then a pleader Commissioner was appointed by the said Ld. Sub-Judge with a view to effect partition and/or division of the said property among the Cosharers thereof. Accordingly Sri Bibhuti Bhusan Majumder the appointed pleader commissioner after proper survey of the said land prepared a sketch plan and divided the said land amongst its co-sharers (with his survey power basis) and the pleader commissioner submitted his full report along with plan annexed thereof before the said Ld. 3rd Sub-Judge. On the basis of the submitted report the said Ld. Judge had passed a final decree dated 14.7.71 over the title suit No.16 of 1941 and its order No.546.

AND WHEREAS as per the final Decree which had been passed by the Ld. 3rd Judge at Alipore the final Decree No. 546 after that the Sasanka Sekhar Mondal was absolute owner, title holder of the allotted separate demarcated area of Sali land within the Mouza Nayabad R.S. 3, J.L. No. 25, Touzi No. 56 appertaining to District Settlement Khatian No. 5 & 6, R.S. Khatian No. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 comprising C.S. Dag No. 102, R.S. Dag No. 191 & 194 and since the said Sasanka Sekhar Mondal had been in peaceful possession and enjoyment as the absolute possession and enjoyment as the absolute possession and enjoyment as the absolute owner and in severally from other.

AND WHEREAS as per the pleader commissioner submitted report and annexed plan and the Court and also granted the land marked 'OHHA' and 'JHA' of the Sali Land as delineated in that annexed plan and that marker are separate and allotted only for Sri Sasanka Sekhar Mondal and also had been paying the rents rates and taxes to the Authorities after mutating its names.

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AND WHEREAS on 14th day of October, 1988 the said Sasanka Sekhar Mondal by a registered deed of Indenture sold, transferred conveyed the above referred land measuring 3 cottahs, 6 chittacks, 20 sq.ft. more or less enter marketable consideration price in the favour of Sri Nrishigha Charaborty, Smt. Smriti Dutta, Smt. Ballari Ghosh and Smt. Prabha Deb Roy and the deed of sale registration in the office of the A.D.S.R. Sealdah within 24 Parganas South and the registration duly registered and duly recorded in the Book No.1, Being No.1299 for the year 1988.

AND WHEREAS Sri Nrishingha Chakraborty, Smt. Smriti Dutta, Smt. Ballari Ghosh, and Smt. Prabha Deb Roy after receiving the landed property become the absolute owner, title holder possessor and they had been in possession and in occupation and in absolute enjoyment without interference of other and they mutating their names and by paying the rents and taxes to the Authorities.

AND WHEREAS on 4th day of August, 1990 the said Nrishingha Chakraborty, Smt. Smriti Dutta, Smt. Ballari Ghosh, Smt. Pabha Deb Roy represented by their Constituted Attorney Sri Debdulal Majumdar, Son of Sri

Paresh Chandra Majumdar, by faith Hindu, by occupation Service, residing at Panchapota, P.S. Sonarpur, Dist. – South 24-Parganas by a registered Deed of Indenture sold, transferred conveyed the above referred land measuring a little more or less 2 cottahs 10 chittacks 35 sq.ft. along with 30 ft. wide common passage, total land 3 cottahs, 6 chittacks 20 sq.ft. enter marketable consideration price in favour of Sri Asok Kumar Sinha son of Late Chandi Das Sinha and the Deed of Sale duly registered in the office of Add. District Sub-Registrar, Alipore and the same was duly recorded in the Book No.-I, Volume No.25, pages 342 to 364, Being No. 453 for the year of 1990.

AND WHEREAS the Vendor Sri Asok Kumar Sinha herein presently is the absolute owner title holder and possessor in respect of which has specific demarcated land measuring 3 Cottahs, 6 Chittacks, 20 Sq.ft. more or less on a 30 ft. wide common passage in Plot No.166. After receiving the said Asok Kumar Sinha has been in possession and in occupation and in absolute enjoyment without interference of other and mutated his name as the absolute owner in the record in C.M.C. and its C.M.C. premises No. 1306 Nayabad and its Assessee No. 31-109-08-1306 dated 12.02.1991 C.M.C. Ward No. 109 and its comprised Dag No. 191, Khatian No. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 as the absolute owner, title holder and possessor which had been morefully & particularly described in Schedule 'A' hereunder written and by paying the rents and taxes to the proper authorities till today.

AND WHEREAS the Vendor for various reasons in urgent need of money and declared to sell out his own possessed land 2 (two) cottahs, 4 (four) chittacks, 25 (twenty five) Sq.ft. along with 30 ft. wide common passage out of 3

(three) cottahs 6 (six) chittacks 20 (twenty) sq.ft. land. The Purchaser herein agreed to purchase the said land and offered to the Vendor and both parties agreed the same.

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AND WHEREAS the Vendor offered to sell out the said Schedule below lands which are free from all encumbrances, charges and attachments and the Purchaser herein above agreed to purchase the said plot of land at the fixed price of consideration of Rs.40,000/- (Rupees forty thousand) only per cottah and the total price Rs.91,389/- (Rupees Ninety one thousand three hundred eighty nine) only to the Vendor. The Vendor considering the said price reasonable and acceptable have agreed to sell the said Plot No.166 to the Purchaser.

Agreement mentioned herein above and in consideration of a sum of Rs.91,389/(Rupees Ninety One Thousand Three Hundred Eighty Nine) only paid by the abovenamed Purchaser as details in the Memo of Consideration hereunder written to the Vendor hereby admit and acknowledge to have received the Vendor doth in respect of the said doth hereby grant, convey, sell, transfer, assign and assure UNTO and in favour of the PURCHASER said land including all fittings, fixtures, structures, light, liberties, privileges with all easements rights, whatsoever therein and all common rights utilities, amenities, paths, entrance, vacant place, liabilities and whatsoever belonging to the said land AND ALL right, title possession, rents, taxes, claim and demands whatsoever thereof both at law and in equity of the Vendors unto and upto the said Property and deeds, paths,

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muniments, instruments of title writings and all deeds, evidences of title which now are or on custody power or possession of the Vendor TO HAVE AND TO HOLD the said SCHEDULE 'A' & 'B' property free from all encumbrances hereby granted transferred and conveyed hereby and hereunder or expressed or intended so to be with the right, liberties, easements and appurtenances thereto unto and to the use of the Purchaser his heirs, executors, successors, absolutely and forever as absolute and forever as absolute owners right, exclusive possession over the said Land AND THAT the Vendor do hereby covenant with the Purchaser his heirs, executors, administrators, representatives and assigns that the property morefully and particularly described in the SCHEDULE 'A' & 'B' written hereunder hereby granted, transferred, conveyed and sold or expressed and intended so to do and every part thereof free from any encumbrances, lispendens, charges and the Purchaser shall or may at all time hereafter peaceable and quietly hold, possess the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever equitably claim under or in trusts, claim, demand or other thing whatsoever to alter defect encumber or make void the same AND THAT the Vendor have full and absolute power, authority and title to grant, transfer and convey the said Property referred to above and described fully in the SCHEDULE 'A' & 'B' hereunder written in the manner aforesaid and the Purchaser shall hereinafter the said land and forever with full and absolute properties right and exclusive possession in respect thereof TOGETHER WITH the right of transfer by sale, gift, mortgage and lease or otherwise without any claim demand whatsoever from the Vendor or any person claiming through or under them AND THAT the Vendor or his heirs, executors,

administrators and assigns further covenant that they will al the request of the Purchaser her heirs executors, administrators or assigns do or execute to be done or executed all such acts, deeds and things whatsoever further and more perfectly conveying and assuring the property conveyed, sold and transferred hereby and every part thereof in the manner aforesaid to the true intents purpose and meaning of this said AND FURTHER THAT THE Purchaser will be liable to pay directly as to the authorities or contribute under her exclusive possession and absolute ownership towards payment of statutory rents, Municipal rates and taxes and other outgoings payable in respect thereof after obtaining mutating of the same in her name with the Calcutta Municipal Corporation AND THAT the Purchaser will enjoy the land the rents tax will be borne by the Purchaser ALL THAT they shall have full complete and unfettered right of user of the structure and vacant land for the purpose of egress and ingress and carrying or bringing in or taking out of the said land of all goods, or furniture or any other movable properties AND the Purchaser shall have the absolute right of making such construction additions and alterations and reconstruction the several storied building for his residential and other purpose and the plan must be sanctioned from the Calcutta Municipal Corporation ALL THAT the Purchaser shall have right of obtaining telephone connection to the said land with structure as well as the right of fixing Television Antenna at the roof of the said building to connect through the concealed channels provided for the said building and shall have required to obtain electric meter for the said building from CESC in favour of in her own name AND ALL THAT the Purchaser shall from time to time and at all times hereby agrees to contribute and pay share with regards to the cost and

expenses towards the maintenance charges, service charges, taxes and impositions and other outgoing charges for repairing and its needed in any other circumstances the Purchaser shall regularly and month by month make payment of the aforesaid sum of any variations as may be fixed as aforesaid individually

THE SCHEDULE 'A' REFERRED TO:

ALL THAT piece and parcel of land measuring more or less 3 cottahs 6 chittacks 20 sq.ft. including area of 30-Sq.ft. common passage/Road measuring 11 Chittacks 30 Sq.ft. and after deducting the area of common road net land 2 cottahs 10 chittacks 35 Sq.ft. more or less being plot No. 166 under the District of South 24 Parganas, Pargana Khaspur within P.S. previously Sadar Tollygunge of present Purba Jadavpur Sub-Registry office Alipore at present Sealdah, District Registrar Office Alipore, R.S. No.3, J.L. No. 25 with Mouza Nayabad within the District Collector's Touzi No.56 appertaining to District Settlement Khatian No.5 & 6, R.S. Khatian No.112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 within C.S. Dag No.102, R.S. 191 and 194 under C.M.C. Ward 109 with all easement rights over the 30'ft wide common passage/road as delineated in the Map or plan annexed hereto and depicted by RED border lines and the said plot of land is butted and bounded in the following manner:-

ON THE NORTH : Plot No.190;

ON THE SOUTH : 30' ft. wide common passage;

ON THE EAST

: Plot No. 165;

ON THE WEST

: Part of 166 and other Plot No.167;

THE SCHEDULE 'B' REFERRED TO:

ALL THAT piece and parcel of land measuring more or less more or less 3 cottahs 6 chittacks 20 sq.ft. including area of 30 Sq.ft. common passage/Road measuring 9 (nine) Chittacks 44 (forty four) Sq.ft. and after deducting the area of common road net lane 2 (two) cottahs 4 (four) chittacks 25 (twenty five) sq.ft. along with 30 ft. wide common passage under the District of South 24 Parganas, Pargana Khaspur within P.S. previously Sadar Tollygunge, at present Purba Jadavpur, Sub-Registry office Alipore at present Sealdah, District Registrar Office Alipore, R.S. No.3, J.L. No. 25 with Mouza Nayabad within the District Collector's Touzi No.56 appertaining to District Settlement Khatian No.5 & 6, R.S. Khatian No.112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 within C.S. Dag No.102, R.S. 191 and 194 under C.M.C. Ward 109 with all easement rights over the 30'ft wide common passage/road as delineated in the Map or plan annexed hereto and depicted by RED border.

ON THE NORTH

: Plot No.190;

ON THE SOUTH

: 30' ft. wide common passage;

ON THE EAST

: Plot No. 165;

ON THE WEST

: Part of 166 and other Plot No.167;

IN WITNESS WHEREOF, the Vendor has hereunto set and subscribed their respective hands and seals, the day month and year first above written.

SIGNED AND DELIVERED by the

VENDOR at Calcutta in the presence of:

म्मा - जित्मारीकर्ते - अपि - भेगे । मानि ४ सम्मारकर मिन्ने स्थाने मानि कि यात्रा काम्पूनुक मानि कि यात्रा काम्पूनुक

2. Basabolatta sinha nite of Asok Kumar sinhar Flat NO-3, 15/1 Ekolalia Place, Kolkala-70019

SIGNED AND DELIVERED by the PURCHASER at Calcutta in the presence of:

अधिकरता 98. त्याः लक्ष्यमंत्रं भएषा मृक्याक्रें संग्रामे 5 में क्षिष् चित्रं मृत्यमं सद्भ

Swapna Shosh.

Signature of Swapna Ghosh

Asok Kumay Sunha

Sri Asok Kumar Sinha

2.

MEMO OF CONSIDERATION

RECEIVED from the within mentioned Purchaser the within mentioned sum of Rs.91,389/- (Rupees Ninety One Thousand Three Hundred Eighty Nine) only paid by the Banker's Cheque as the full consideration money herein through the Confirming Party as per memo below:-

MEMO

The Agreement dated 16th September, 2001, Banker's Cheque No. 718932 dated 15.09.2001 on the United Bank of India, Alipore Branch, Calcutta -700027 for Rs.42,727/- (Rupees Forty Two Thousand Seven Hundred Twenty Seven only) as part payment against advance.

42,727.00 Rs.

2. On the date of Registration Banker's Cheque No. 719649 Dated 08.03.2002 on the United Bank of India, Alipore Branch Calcutta - 700027.

46,000.00 Rs.

3. Balance amount in Cash

2,662.00 Rs.

Total:

91,389.00 Rs.

WITNESSES:

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1. Basaldattor Finha Asok kumar sinha Flat No - 3, 15/1 Etidalia Place, Kolkala -700019

VENDOR

Drafted By:

Gowri Gry Gouri Guha, Advocate,

Alipore Judges Court, Calcutta - 700027.

Typed by :

Japas Keemas Thesh Tapas Kumar Ghosh

10, Old Post Office Street, Calcutta - 700001.

Swapn

PURCHASER

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For the year 200

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BETWEEN

ASOK KUMAR SINHA

....VENDOR/LANDLORD

AND

SWAPNA GHOSH

....PURCHASER

DEED OF CONVEYANCE

Gouri Guha

Advocate, Alipore Judges Court, Calcutta – 700027 Phone No.- 425 2583 (R)

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