

MV
1758750/-
B.D. 45875
05.5.06



04BB 327463

MARKET VALUE Rs. 1758750/-
Exempted vide I G.O. No. 110/05 & 111/06 dt. 31.07.06
B. D. Rs. 87535/-
B. D. No. 617/06 dt. 12/9/06
Regn. Fees Rs. 9677/-

Dist. Sub-Registrar - III
Kolkata

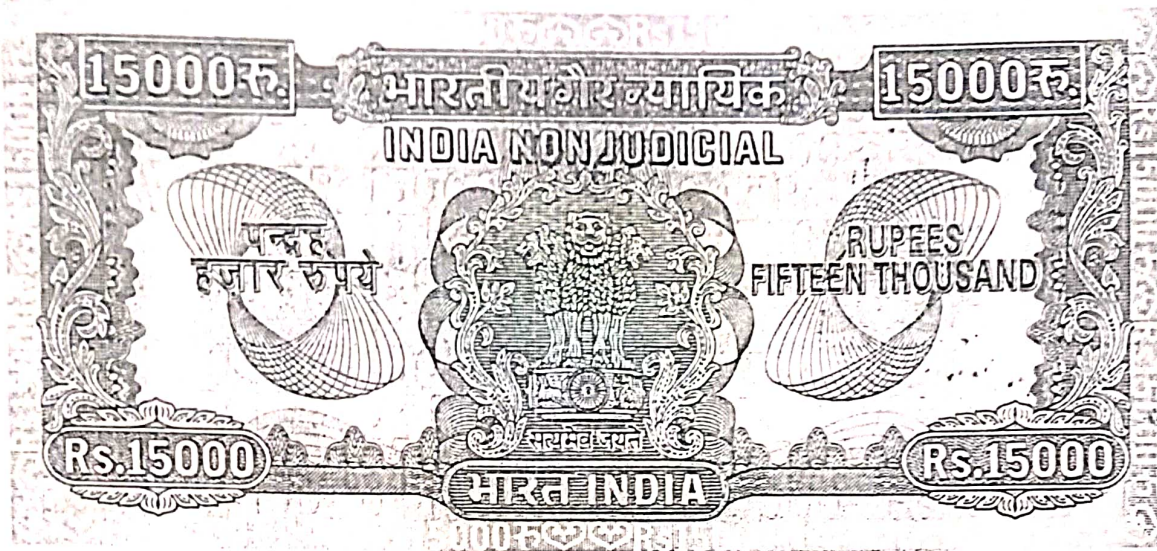
Dist. Sub-Registrar - II
Midnapore 24 Parganas
12/9/06

A 3239-
R 14-
H(e) 23-
M(e) 4-
3335/-

DEED OF CONVEYANCE

Lila Samadder

THIS DEED OF CONVEYANCE is made this the 3rd day of May April, Two Thousand Six BETWEEN SMT. LILA SAMADDER, Wife of Late Jnanendra Nath Samadder, by faith-Hindu, by occupation-Housewife, residing at 43, Purbachal Road, Kolkata-700 078, P. S. Kasba, in the District of South 24-Parganas, hereinafter referred to as



04BB 327464

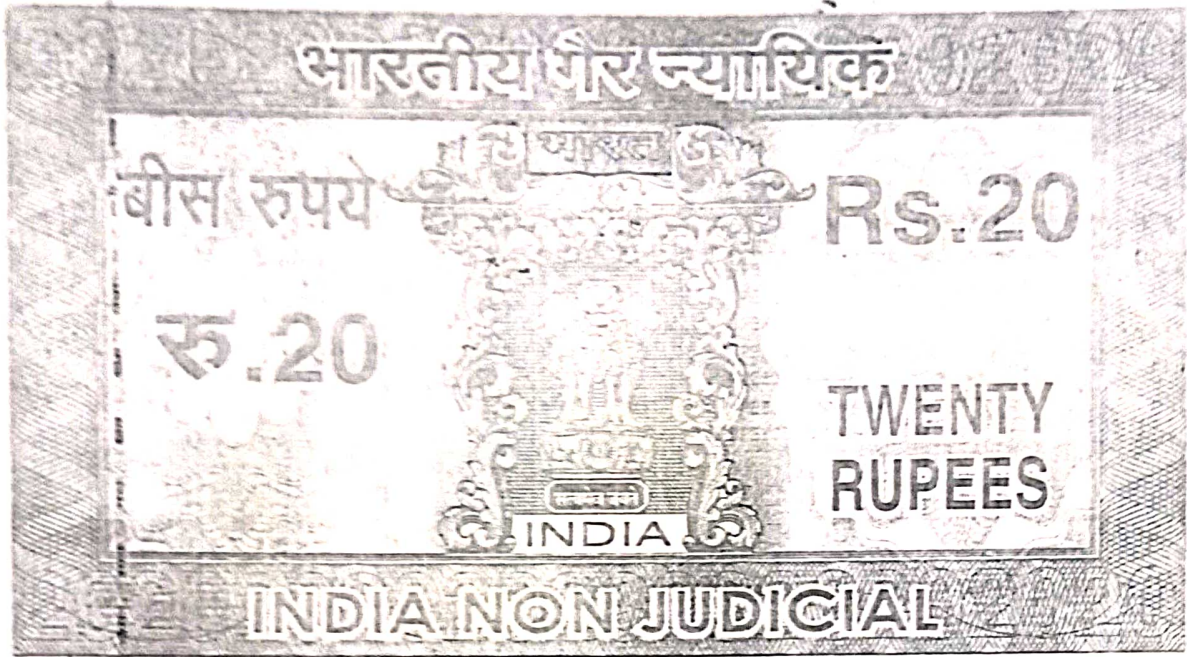
(2)

the "VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SMT. GITA PODDAR, Wife of Sri Manoranjan Poddar, by faith-Hindu, by occupation-Business, residing at 4/5, Kayastha Para Main Road, Kolkata-700 078, P. S. Kasba, in the District of South 24-Parganas, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

01AA 074463

(3)

WHEREAS one Abdul Waheb Munshi and others were the joint owners of certain landed properties inclusive of 48 decimals of landed property lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorates Touzi Nos. 12, 13 and 10, apertaining to Landlord Khatian No. 1(Ka), 1(Kha), 2(Ka) 2(Kha), 232 and 233, Sub-Khatian Nos. 7 and 243, comprising Dag No. 1417, within the local limits of Haltu Union Board, P. S. Sadar Tollygunge, in the District of 24-Parganas.

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(4)

AND WHEREAS the said Abdul Waheb Munshi and others while thus jointly seized and possessed of the said landed properties for more convenience, better enjoyment and exclusive possession of their respective shares they amicably partitioned the said landed properties amongst themselves by executing a Deed of Partition on 9th day of February, 1952 and the said Deed of Partition was registered in the office of the Sub-Registrar at Alipore and recorded therein in Book No. I, Volume No. 14, Pages 1 to 177, Being No. 650 for the year 1952.

AND WHEREAS by dint of the said registered Deed of Partition the said Abdul Waheb Munshi one of the co-owners got allotment of 48 decimals of land lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorates Touzi Nos. 12, 13 and 10, appertaining to Khatian Nos. 7 and 243, comprising Dag No. 1417, P. S. Sadar Tollygunge in his exclusive possession as sole and absolute owner thereof.

AND WHEREAS since then the said owner Abdul Waheb Munshi while thus exercising all his right of ownership and possession over the said 48 decimals of landed property as sole and exclusive owner thereof to the exclusion of other got his name mutated in the records of the Department of the Land Revenue and had been paying rents regularly.

AND WHEREAS by an Indenture of Bengali Saf-Kobala made on 28th day of March, 1954 between the said Abdul Waheb Munshi

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described therein as the Vendor of the one part and Kanailal Majumder, Son of Late Bishwambhar Majumder described therein as the Purchaser of the other part the said Vendor sold, transferred and conveyed all that piece and parcel of land measuring 48 decimals lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorate Touzi Nos. 12, 13 and 10, appertaining to Khatian Nos. 7 and 243, comprising part of Dag No. 1417, P. S. Sadar Tolygunge, in the District of 24-Parganas, in favour of the said Purchaser for valuable consideration therein mentioned and the said Bengali Saf-Kobala was registered in the office of the Sub-Registrar at Alipore and recorded therein in Book No. I, Volume No. 72, Pages 297 to 300, Being No. 4492 for the year 1954 and delivered possession thereof.

AND WHEREAS since then the said owner Kanailal Majumder while thus absolutely seized and possessed of the said property the Revisional Settlement Operation took place and the aforesaid 48 decimals of landed property had been recorded in the name of said purchaser Kanailal Majumder in the Revisional Settlement Record and Rights in Dag No. 1717 under Khatian No. 1195 of Mouza-Garfa, J. L. No. 2 as owner and finally published thereof got his name mutated in the records of the Department of Land Revenue and was paying rents regularly to the concerned authorities.

AND WHEREAS by an Indenture of Bengali Saf-Kobala made on 7th day of July, 1961 between the said Kanailal Majumder, Son of Late

Bishwambhar Majumder described therein as the Vendor of the one part and Smt. Lila Samaddar, Wife of Jnanendra Nath Samaddar described therein as the Purchaser of the other part the said Vendor sold, transferred and conveyed all that piece and parcel of land measuring 1 Bigha lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorate Touzi Nos. 12, 13 and 10, appertaining to C. S. Khatian Nos. 7 and 243, corresponding to R. S. Khatian No. 1195, comprising part of C. S. Dag No. 1417, corresponding to part of R. S. Dag No. 1717, P. S. Sadar Tolygunge, in favour of the said Purchaser for valuable consideration therein mentioned and the said Bengali Saf-Kobala was registered on the even date in the office of the Sub-Registrar at Alipore and recorded therein in Book No. I, Volume No. 117, Pages 27 to 31, Being No. 5777 for the year 1961 and delivered possession thereof.

AND WHEREAS since purchase the said owner Smt. Lila Samaddar has been exercising all her right of ownership and possession over the said property to the exclusion of the others.

AND WHEREAS the said owner Smt. Lila Samaddar who is the present Vendor expressed her desire to sell 5 Cottahs 13 Chittaks 36 Square feet more or less out of her purchased landed property which is morefully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS the Purchaser herein coming to know the said desire of the vendor propose to purchase 5 Cottahs 13 Chittaks 36

(7)

Square feet of land more or less at or for the price of Rs. 3,00,000/- (Rupees three lacs) only which is morefully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS the vendor having accepted the said proposal of the purchaser agrees to sell and the Purchaser agrees to purchase the said land measuring 5 Cottahs 13 Chittaks 36 Square feet more or less which is morefully and particularly mentioned and described in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 3,00,000/- (Rupees three lacs) only of lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (The receipt whereof the Vendor doth hereby admit and acknowledge) and of and from the same and every part thereof the Vendor hereby acquit release and forever discharge the Purchaser, her heirs, executors, administrators, legal representatives and assigns and every one of them and also the said property she the Vendor as beneficial owner do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto and to the use and benefit of the Purchaser, her heirs, executors, administrators, legal representatives and assigns free from all encumbrances and other defect in title ALL THAT piece and parcel of land measuring 5 Cottahs 13 Chittaks 36 Square feet be the same a little more or less more particularly delineated in the Map

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of Plan annexed hereto and thereon shown with boundary lines in RED verge lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorate Touzi Nos. 12, 13 and 10, appertaining to C. S. Khatian Nos. 7 and 243, corresponding to R. S. Khatian Nos. 7 and 1195, comprising part of C. S. Dag No. 1417, corresponding to part of R. S. Dag No. 1717, P. S. Kasba, now within the local limits of The Kolkata Municipal Corporation under Ward No. 106, together with all right of easement of 20' feet wide road on the northern side belonging and appurtenant thereto along with ancient and other rights, lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any way appertaining to which is morefully and particularly mentioned and described in the Schedule hereunder written and hereinafter for the sake of brevity and referred to as the said property OR HOWSOEVER otherwise the said property or any part thereof now is or are at any time or times heretofore were or was situated butted and bounded called known numbered described and distinguished TOGETHER WITH all benefits and advantages of ancient and other rights, lights, liberties, privileges, easements, inheritance, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any way appertaining or usually held occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof together furthermore all estate right title interest inheritance use trust claim and demand whatsoever both at law and in equity of the Vendor into or upon

or in respect of the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which is anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor, her heirs, executors, administrators, legal representatives or any person or persons from whom she can or may procure the same without action or suit at law or in equity TO ENTER UPON AND TO HAVE HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with rights, members and appurtenances unto and to the use of the Purchaser, her heirs, executors, administrators, legal representatives and assigns absolutely and forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and from against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from these AND the Vendor do hereby for herself, her heirs, executors, administrators, legal representatives covenant with the Purchaser, her heirs, executors, administrators, legal representatives and assigns THAT NOTWITHSTANDING any act deed or things whatsoever by the Vendor or by any of her predecessors and ancestors in title done, executed or knowingly suffered to the contrary she the Vendor had all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser, her heirs, executors, administrators,

legal representatives and assigns in the manner aforesaid AND THAT the Purchaser, her heirs, executors, administrators, legal representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction, hinder and interruption disturbance, claim and demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of her predecessors or ancestors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any of her ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND the Purchaser purchases the property after looking to all facts, deeds and documents and circumstances and making all enquiries and hereafter the Vendor shall have no liability in respect of this sale herein concluded and for ever. The Purchaser shall not even write any letter or make any talk with the Vendor in connection with this sale deed.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring 5 (five) Cottahs 13 (thirteen) Chittaks 36 (thirty six) Square feet be the same a little more or less more particularly delineated in the Map or Plan annexed hereto and thereon shown with boundary lines in RED verge lying and situated at Mouza-Garfa, J. L. No. 19, R. S. No. 2, Pargana-Khaspur, District Collectorates Touzi Nos. 12, 13 and 10, appertaining to C. S. Khatian Nos. 7 and 243, corresponding to R. S. Khatian Nos. 7 and 1195, comprising part of C. S. Dag No. 1417, corresponding to part of R. S. Dag No. 1717, P. S. Kasba, Sub-Registration Office at Sealdah, now within the local limits of The Kolkata Municipal Corporation under Ward No. 106, in the District of South 24-Parganas, together with all right of easement of 20' feet wide road on the northern side belonging and appurtenant thereto which is butted and bounded in the manner following :-

On the North : 20' feet wide Road ;

On the South : By Premises No. 74/12, Purbachal Road (North) ;

On the East : By Land of R. S. Dag No. 1717 ;

On the West : By Land of R. S. Dag No. 1717.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seals hereunto this the day, month and year first above written.

SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR AT
KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

1. Asst DasGupta.
4/85 Chanditala lane
Kol-40.

2. Sushmita Dasgupta.
4/85 Chanditala lane.
Col-40

Lila Samadhar
SIGNATURE OF THE VENDOR

SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER AT
KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

1. Asst DasGupta.

2. Sushmita Dasgupta.

Geeta Poddar
SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs. 3,00,000/- (Rupees three lacs) only being the full consideration money as per denomination below :-

By Pay Order No. "616422" for Rs. 3,00,000/-
dated 02/05/2006 drawn on
State Bank of India
New Ballygunge (Haltu) Branch,
30, Haltu Main Road, Kolkata - 700 075
Payable at Service Branch, Kolkata.

(Rupees three lacs) only

Rs. 3,00,000/-

Samadder

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SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR AT
KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

1. Asit Das Gupta.

2. Sushruti Dasgupta.

Lila Samadder

SIGNATURE OF THE VENDOR

DRAFTED BY :

Subrata Karmakar.

(SUBRATA KARMAKAR)

ADVOCATE

JUDGES' COURT, ALIPORE,

KOLKATA - 700 027

REGN. NO. W.B./334/89

TYPED BY :

Pankaj Dutta

PANKAJ DUTTA

JADAYGARH, KOLKATA - 78

DATED : THIS THE 30th DAY OF MAY, 2006

DEED OF CONVEYANCE

B E T W E E N

SMT. LILA SAMADDER

..... VENDOR

A N D

SMT. GITA PODDAR

..... PURCHASER

DRAFTED BY :
SUBRATA KARMAKAR
ADVOCATE
JUDGES' COURT, ALIPORE,
KOLKATA - 700 027