

15000₹

भारतीय गैर न्यायिक

15000₹

INDIA NON JUDICIAL



RUPEES FIFTEEN THOUSAND

Rs.15000

भारत INDIA

Rs.15000

02BB 747379



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 14th day of the month of August - 2006 BETWEEN SMT. ANJALI GUHA daughter of Late Digendra Chandra Ghosh & wife of Late Bijoy Guha Thakurata, residing at 62, Dakshin Para Road, Kolkata - 700 028 hereinafter referred to as the VENDOR (which expression shall unless/otherwise excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, representatives and assigns) PARTY OF THE FIRST PART.

Cont.....P/2

AND



Commission
₹ 100 - 821/06
₹ 250 - 200
₹ 150 - 1486

Stamp duty of Rs. 1,85,480/-
Paid by Bank Draft No. 1,85,480/-
S.B.I. - 678385, 678385, 678385
Certified that this document is stamped.

Vide Miss. Receipt No. 291
29.07.08

A. D. S. R. Coaspore Dum Dum
29.07.08

A. D. S. R. Coaspore Dum Dum
North 24 Paramah (North)
29.07.08



02BB 747380

DUM DUM ADITYA EDUCATIONAL SOCIETY having its registered office at 965, Jessore Road, P. S. Dum Dum, Kolkata – 700 055 hereinafter referred to as the PURCHASER being signed by the Pen of its President (which expression shall unless/otherwise excluded by or repugnant to the context shall mean and include its executors in office, successors, administrators, representatives and assigns) PARTY OF THE SECOND PART.

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02BB 747381

WHERE AS the party of the first part herein along with her two brothers namely Sri Dhirendra Kumar Ghosh and Sri Kartick Chandra Ghosh become the absolute joint owners of a landed property measuring 44 cottahs be the same a little more or less including structures thereon by virtue of the decree passed by the Ld. Second Assistant District Judge at Alipore in Title Suit No. 83 of 1956 between Late Digendra Chandra Ghosh and others, plaintiffs versus Late Upendra Chandra Ghosh and others, defendants . The said suit was finally disposed of 30.08.1987 by the court.

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02BB 747382

AND WHEREAS in the said Court of Ld. Second Assistant District Judge at Alipore by a decree being no. 356 of 1969 declared that the plaintiffs are entitled of a land measuring 44 cottahs from the property lying and situate at Mouza-Krishnapur, Khatian Nos. 847, 733, 79 and 884 being Dag Nos. 211, 224, 217, 213, 216, 219 and 222 under P. S. Dum Dum within the limits of South Dum Dum Municipality being the holding no. 983 Cal-Jessore Road, Kolkata - 700 055.

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02BB 747383

AND WHEREAS the said decree being no. 356 of 1969 was challenged in the Hon'ble High Court at Calcutta by the aggrieved defendants in the Court of Civil Appellate Jurisdiction of High Court at Calcutta. In the said Court Their Lordships the Hon'ble Mr. Samir Kumar Mukherjee and the Hon'ble Mr. Satyabrata Mitra confirmed the said decree being no. 356 of 1969 of the Court of Ld. Second Assistant District Judge at Alipore by their Order dated 21.12.1990.

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AND WHEREAS thereafter the said Ld. Second Assistant District Judge at Alipore by his order appointed one Advocate Commissioner to demarcate the said 44 cottahs of land out of the entire property mentioned herein above as was decreed by the Court in favour of the plaintiffs. The said Commissioner duly demarcated the said 44 cottahs of land in favour of the plaintiffs.

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

01AA 427655































AND WHEREAS the party of the first part i.e. the Vendors herein Smt. Anjali GuhaThakurata and her two brothers namely Sri Dharendra Kumar Ghosh, Sri Kartick Chandra Ghosh who are the daughter and sons of the plaintiff Late Digendra Chandra Ghosh and jointly being the only owners heirs becomes the absolute joint owners of the said property measuring 44 cottahs of land.

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|--|-------|--------------|--------|------|--------|
| | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | |

SPECIMEN FORM FOR TEN FINGERPRINTS

| Sl. No. | Signature of the Executants/ Presentants | | | | | | |
|---------|--|---|---|---|---|---|--|
| | <i>Bhuskar Singh</i> |  |  |  |  |  | |
| | | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | |  |  |  |  |  | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |
| | <i>SUBHAKSHI</i> |  |  |  |  |  | |
| | | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | |  |  |  |  |  | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |
| | |  |  |  |  |  | |
| | | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | |  |  |  |  |  | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |

AND WHEREAS the said joint owners declared in the market to sell the said entire landed property with structures thereon measuring 44 cottahs and came in contact with Shri Bhaskar Aditya, son of Sri Biman Kumar Aditya, residing at 182, Jessore Road, Dum Dum, Kolkata - 700 074 being the proprietor of Aditya Properties & Developer and who is also the president of the Dum Dum Aditya Educational Society, the Purchaser herein and finalized the sale of the said property. Accordingly the said joint owners and Shri Bhaskar Aditya, entered into an agreement dated 14.03.2000 for sale of the said entire property measuring 44 cottahs of land on the terms and conditions as laid down therein.

AND WHEREAS at the time of execution of the said agreement dated 14.03.2000 for sale the said joint owners of the property took advance from Shri Bhaskar Aditya, Proprietor, Aditya Properties & Developer aggregating an amount of Rs. 5,00,001/- (Rupees five lakhs one) i.e., Rs. 1,66,667/- (Rupees one lakhs sixty six thousand six hundred sixty seven only) per head was received by each of the owners separately and the acknowledgements of the said amount were duly endorsed separately by the said three owners..

AND WHEREAS by a letter dated 05.08.2000, the party of the first part, the Vendor herein lodged some specific complain to the purchaser the president of Dum Dum Educational Society Sri Bhaskar Aditya herein regarding her deprival by her above named two brothers and approached to the said party of the second part, the purchaser herein, to purchaser her share of land from the said entire property of 44 cottahs separately and pay her separately the consideration of her proportionate share only Rs. 20 lakhs and arranged to pay her the said consideration of Rs. 20 lakhs against her share of land with structures beyond the knowledge of her two co- shares i.e., her two brothers above named. The party of the first part, the vendor herein offered the said consideration of Rs.20 lakhs of her 1/3rd portion of land which comes to 14cottahs 10chittacks 30sq.ft. apart from the amount she has already taken and accepted at the time of execution of the Agreement dated 14.03.2000 for sale.

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AND WHEREAS after prolong discussion regarding the approach of the party of the first part as mentioned hereinabove, the party of the Second part has been accepted and agreed with the offer of the party of the First part on condition that as and when, the first part of the first part shall take any amount out of her consideration for her portion of land, the party of the first part accordingly shall transfer and register the conveyances in accordance of the portion of her share in the said land in the name and favour of the party of the second part, the purchaser herein. On the basis of the said terms and conditions, fresh agreement for sale of land was executed on 12.08.2002 between the first party and the second party herein and as confirmation of the said agreement dated 12.08.2002 an advances of Rs. 20,00/- (Rupees Twenty thousand only) was paid by the party of the second part to the party of the first part and the party of the first part has duly been received and acknowledged the said sum of Rs.20,000/-(Rupees Twenty thousand only) as advance and part payment of the share of land measuring 14 cottahs 10 chittacks 30sq. ft. in the share of the party of the first part.

AND WHEREAS some times in the early part of the year 2003, the party of the first part attended the party of the second part herein with an approach for money amounting to Rs. 10 lakhs (Rupees Ten lakhs only) out of the consideration of her share of landed property, for the treatment of one of her son and for the modification and new construction of her residential house at 62 Dakshinpara Road Kolkata – 700028 and for separate accommodation of her residence for the period of construction and modification of her residential house. Considering the need, necessity, urgency and reality of the approach of the party of the first part, the party of the second part has already paid in advance Rs. 2 lakhs (Rupees Two Lakhs only) towards the treatment of the son of the party of the first part.

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AND WHEREAS considering the approach of the party of the first part for modification and new construction of the residential house of the party of the first part at 62, Dakshinpara Road, Kolkata -700028 A memorandum of Understanding was executed on 25.07.2003 with the terms and conditions as laid down therein. In accordance of the said terms and conditions as recorded in the said Memorandum of Understanding dated 25.07.2003 the party of the second part has already spent a lump sum amount towards the modification and construction of the said residential house of the party of the first part with the entire satisfaction of the party of the first part. The said account has been drawn mutually with the entire satisfaction by and between the parties herein amounting to Rs. 7,50,000/- (Rupees Seven lakhs fifty thousand only). The balance thereof Rs. 50,000/- (Rupees Fifty thousand only) is being hereby paid by the party of the second part to the party of the first part to finalize and complete the terms and conditions as laid down in the said Memorandum of Understanding dated 25.07.2003 as was to be performed from the end of the party of the second part and in relating to the said M.O.U. dated 25.07.2003, the party of the First part herein has already transferred, sold and conveyed her 50% share of her 1/3rd share of total undivided and Undumarrated land of 44 cottahs i.e. of 7cottahs 5 chittacks 15 Sq. ft through the Registered Deed of Conveyance being No. 4406 of 2003 registered in the office of Addl. District Registrar cossipore, Dum Dum dated 10.03.2003 in book No. 1 volume No.~~2~~..... Pages~~1~~..... to~~1~~.....

AND WHEREAS the party of the FIRST PART demanded her balance amount to the party of the SECOND PART for her urgent necessity of money and claimed to complete the Agreement for sale dated 12.08.2002 and memorandum of understanding dated 25.07.03. Accordingly the party of the second part agreed and accepted her proposal and this Deed of Conveyance is registered.

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NOW THIS INDENTURE WITNESSETH:

That in pursuance of the terms and conditions as laid down in the Agreement of sale dated 12.08.2002 and also in the m.o.u dated 25.07.03, the party of the second part paid the balance consideration of Rs. 10,00,000/- (Rupees Ten Lakhs) only to the VENDOR and the said amount is duly received and acknowledged hereby by the VENDOR which has now been mentioned herein in the 'MEMO OF RECEIPT' column and the VENDOR as beneficial owner does hereby grant, transfer, sell, convey and demise unto the purchaser the absolute right, title and interest of the balance portion of her landed property measuring 7 cottahs, 5 chittack, 15 sq ft descriptively and particularly written hereunder in schedule-"B" of the property conveyed to i.e., the Fifty (50%) share of her balance landed property with structure thereon from the vendor's 1/3rd share measuring 14 cottahs 10 chitacks 30sq. ft. out of the entire landed property measuring 44 which is descriptively and particularly written hereunder in schedule -"A" of the property free from all encumbrances, attachment and charges whatsoever any in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD unto the use of the Purchaser his heirs executors, legal representatives. and assigns POSSESS AND ENJOY the said property mentioned in the schedule hereto mentioned and every part thereof hereby granted sold, conveyed and transferred or expressed and intended so to be done with their rights, title, interest and enjoyment unto and to the use of the purchaser forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances claims, liens etc. whatsoever created or suffered by the Vendors from so there presents AND the vendor do hereby covenant with the Purchaser THAT not with standing any act, deed or thing whatsoever, by the Vendor or by any of her predecessors and ancestors in title done or executed or knowingly suffered so the contrary the Vendors had at all material times hereto before and now has good right, title and interest and full power and absolute authority and indefeasible title to grant sell, convey, transfer and assured the said property hereby granted, sold, conveyed to the purchaser and to the use of the purchaser and that the said Vendors and all persons claiming under them and will from time to time and upon the request and at the cost

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Of the said purchaser execute or cause to be done or executed all such acts, deeds, things and instruments what so ever for further and more perfectly assuring the balance 50% landed property against her the 1/3rd share measuring 7 cattas 5 chittaks 15 sq. fts. And every parts thereof upto the purchaser in the manner aforesaid as shall or may be the reasonably required. In both the Deed of conveyances & this Deed of Conveyance completed her 1/3rd share of undivided and undemarkated land measuring 14 cattas 10 chittaks 30 sq. fts. Out of total land measuring 44 cattas and also hand over the peaceful vacant possession to the purchaser.

SCHEDULE "A" PF THE PROPERTY CONVEYED TO

All the piece or parcel of undivided and undemarcated landed property measuring 44 cattas (be the same little more or less) structures thereon situate and lying at Mouza - Krishnapur, at present Shyam Nagar, Khatian Nos. 847,733,79 and 884 being Dag Nos. 211,224,217,213,216,219 and 222 under P.S. Dum Dum within the limit of South Dum Dum Municipality being the holding No. 983 Cal-JESSORE Road, District 24 Parganas (North) Kolkata - 700 055. In the said entire landed property the Vendor herein is the shareholder of only 1/3rd share (one third) portion the landed property measuring 14 cattas 10 chittaks 30 sq. fts. Which is not yet demarcated and or separated with the other portion of land. The said entire land of 44 cattas is butted and bounded by :

ON THE NORTH: 20' ft. wide internal private passage.

ON THE SOUTH: Landed property of the Debutter Estate in the name and style of Estate of Sree Sree Mahalaxmi Devi being it's seabait Sri Pradip Kumar Ghosh.

ON THE EAST: Cal-Jessore Road.

ON THE WEST: Factory land of unknown person.

THE SCHEDULE 'B' OF THE PROPERTY CONVEYED TO HEREBY

All the piece or parcel of undivided and undemarcated land measuring 7 cattas 5 chittaks 15 sq. fts. together with one tiled shed structure covering an area of 100 sq. fts. (approx) as the 50% of her (1/3rd) share of land measuring 14 cattas 10 chittaks and 15 sq. fts. (approx) out of the entire land measuring 44 cattas is now hereby conveyed which is situated at Mouza - Krishnapur, at present Shyam Nagar, Khalian Nos. 847,733,79 and 884 being Dag Nos. 211,224,217,213,216,219 and 222 under P.S. Dum Dum within the limit of South Dum Dum Municipality being the holding No. 983 Cal - JESSORE Road, District 24 Parganas (North) Kolkata - 700 055. which is butted and bounded as described herein above as the boundary of the entire land of 44 cattas .

IN WITNESS whereof the parties hereto set and subscribe their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED

By the Vendor in presence of:

1. Sati. Mitha M. Advocate.

of P. Mani Chakrabarti
10, South ...

[Handwritten Signature]

SIGNATURE OF THE VENDOR

MEMO OF CONSIDERATION

Received the sum of Rs. 10,00,000/- only from the above named purchaser Dum Dum

SIGNED, SEALED AND DELIVERED

By the Vendor in presence of

1. Sati. Mitha M. Advocate.

2. P. Mani Chakrabarti
Drafted & prepared by me,

Sati. Mitha M.
ADVOCATE,

Sealdah Civil Court,

Kolkata - 14.

ENWR/263/82

Received the sum of Rs. 10,00,000/- only from the above named purchaser Dum Dum
Aditya Educational Society @ Rs. 6,00,000/- by A/c Payee cheque vide no. 072084 dt 12.08.06
in the name of ...
@ Rs. 3,00,000/- by Bank pay order vide no. 072085 dt 12.08.06 in the name of Bhaswati Saha Thakurata as desired by the vendor
@ Rs. 1,00,000/- by Bank pay order vide no. 072083 dt 12.08.06 issued in the name of Indranil Saha Thakurata as desired by the vendor

[Handwritten Signature]
SIGNATURE OF THE VENDOR