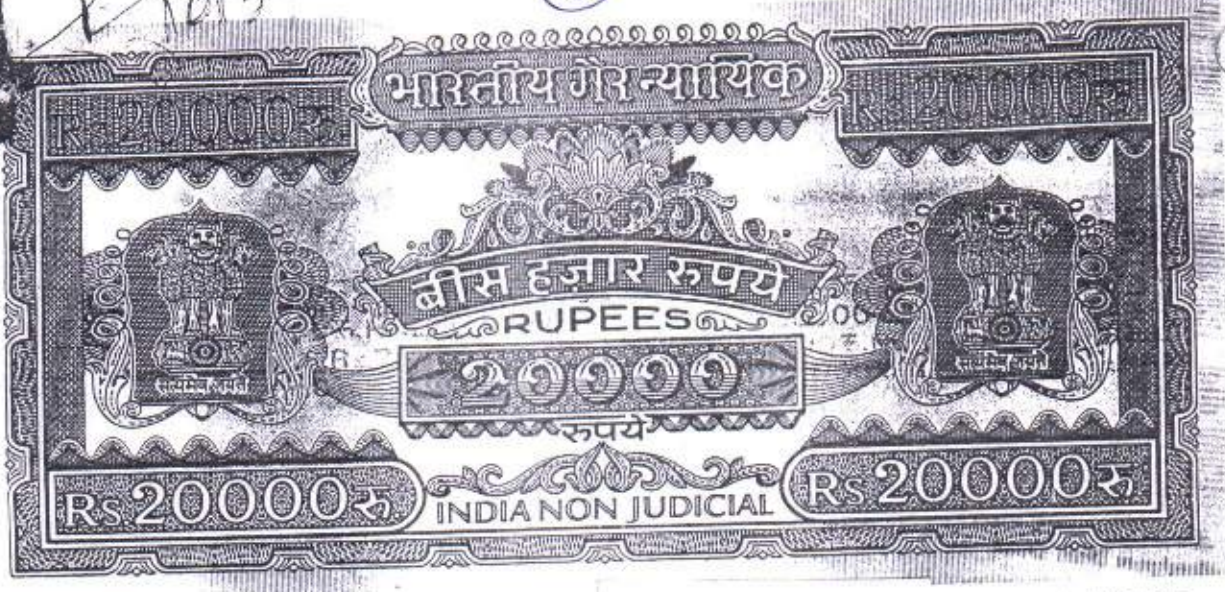


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10/11/03  
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Handwritten notes and signatures in the top left area, including 'S.B.' and '23551'.

Stamp: 'Stamp Duty of Rs. 1000/-' and other official markings.

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this the 10<sup>th</sup> day of the month of December, 2003 BETWEEN SMT. ANJALI GUHA THAKURTA, daughter of Late Digendra Chandra Ghosh & wife of Late Bijoy Guha Thakurta, residing at 62, Dakshin Para Road, Kolkata - 700028 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.**

**AND**

**SHRI BHASKAR ADITYA**, Proprietor of **ADITYA PROPERTIES & DEVELOPER**, son of Shri Biman Kumar Aditya, residing at 182, Jessore Road, Dum Dum, Kolkata-700074 hereinafter referred to as the **PURCHASER** (which expression shall unless/otherwise excluded by or repugnant to the context shall mean and include his heirs, executors, successors, administrators, representatives and assigns) **PARTY OF THE**

**SECOND PART.**

Stamp: 'Add. District Sub-Registrar, Gansapore Dum Dum, North 24 Parganas' with handwritten number '31.5.05'.

Handwritten notes at the bottom left, including '10/11/03' and '21,41,000'.

Stamp: 'S.S.L. Gansapore Dum Dum' with handwritten number '31.5.05'.



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WHEREAS the party of the first part herein alongwith her two brothers namely Sri Dharendra 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 by the Court dated 30.08.1987.

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, District North 24-Parganas, Kolkata-700055.



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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 Mirta 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.

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.

AND WHEREAS the party of the first part i.e., the Vendor herein Smt. Anjali Guha Thakurta and her two brothers namely Sri Dhirendra Kumar Ghosh and Sri Kartick Chandra Ghosh who are the daughter and sons of the plaintiff Late Digendra Chandra Ghosh and jointly being the only



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owners heirs becomes the absolute joint owners of the said property measuring 44 cottahs of land.

AND WHEREAS the said joint owners declared in the market to sell the said entire landed property with structures thereon measuring 44 cottahs and come in contact with the second party, the purchaser herein and finalized the sale of the said property. Accordingly the said joint owners and the purchaser herein, 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 the party of the second part, purchaser herein aggregating an amount of Rs. 5,00,001/- (Rupees Five lakhs one only) i.e., Rs. 1,66,667/- (Rupees One lakh 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.

























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AND WHEREAS by a letter dates 05.08.2000, the party of the first part, the Vendor herein lodged some specific complain to the purchaser herein regarding her deprival by her above named two brothers and approached to the said party of the second part, the purchaser herein, to purchase 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-sharers 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 1/3<sup>rd</sup> portion portion of land which comes to 14 cottahs 10 chittacks 30 sq.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.

AND WHEREAS after prolonged 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 party of the first part shall take

**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl. No.	Signature of the Applicant/ Presentants						
							
		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)							
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							

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 advance of Rs. 20,000/- (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 30 sq.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.

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.

NOW THIS INDENTURE WITNESSTH :

That in pursuance of the above terms and conditions and in consideration of the said sum of Rs. 10 lakhs has been paid by the Purchaser to the Vendor and duly received and acknowledged hereby by the Vendor and with the entire satisfaction of the Vendor regarding the performance and completion of terms and conditions as laid down in the Memorandum of Understanding dated 25.07.2003 as was to be performed and completed by the purchaser, the Vendor as beneficial owner does hereby grant, transfer, sell, convey and demise unto the purchaser the absolute right, title and interest to the said portion of 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

percent (50%) share of the landed property with structure thereon from the vendor's 1/3<sup>rd</sup> share measuring 14 cottahs 10 chitacks 30 sq.ft. out of the entire landed property measuring 44 cottahs 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 Vendor from so there presents AND the vendor do hereby covenant with the Purchaser THAT notwithstanding any act, deed or thing whatsoever, by the Vendor or by any of her predecessors and ancestors in title done or executes or knowingly suffered so the contrary the Vendor had at all material times hereto before and now has good right, title and interest full power 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 Vendor and all persons claiming under them and will from time to time and upon the request and at the cost of the said purchaser execute or cause to be done or executed all such acts, deeds, things and instruments whatsoever for further and more perfectly assuring the said landed property measuring 7 cottahs 5 chittack 15 sq.ft. and every parts thereof unto the purchaser in the manner aforesaid as shall or may be reasonably required with the further covenant by the Vendor that on receiving the balance amount of Rs. 10 lakhs (Rupees Ten lakhs only) out of the total consideration of Rs. 20 lakhs (Rupees Twenty lakhs only) the Vendor shall convey, transfer and sell the balance property of the Vendor's share of the property measuring balance 7 cottahs 5 chittacks 15 sq.ft. to the purchaser without any hesitation and/or any objection. Otherwise the Vendor shall pay the compensation to the purchaser as to be determined by the purchaser and the purchaser is hereby authorized and entitled to get transfer deed registered in his name and favour in respect of the balance land in the share of the vendor measuring 7 cottahs 5 chittacks 15 sq.ft. out of the entire property as details written hereunder in schedule-"A" by depositing the balance consideration of Rs. 10 lakhs (Rupees Ten lakhs only) as per finalisation to the court in accordance of Law.

SCHEDULE-"A" OF THE PROPERTY CONVEYED TO

All that piece and parcel of undivided and undemarcated landed property measuring 44 cottahs be the same little more or less structures thereon situate and lying 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, District North 24-Parganas, Kolkata-700055. In the said entire landed property the Vendor herein is the share holder of only 1/3<sup>rd</sup> (one third) portion the landed property measuring 14 cottahs 10 chittacks 30 sq.ft. which is not yet demarcated and or separated with the other portion of land. The said entire land of 44 cottahs is butted and bounded by :

- On the North : 20 ft. wide internal private passage.
- On the South : Landed property of the Debuttar Estate in the name and style of Estate of Sree Sree Mahalaxmi Devi being it's sebit Sri Pradip Kumar Ghosh.
- On the East : Cal-Jessore Road.
- On the West : Factory land of unknown person.

SCHEDULE-"B" OF THE PROPERTY CONVEYED TO HEREBY

All that piece and parcel of undivided and undemarcated land y measuring 7 cottahs 5 chittacks 15 sq.ft. as the 50% of the one third (1/3<sup>rd</sup>) share in the entire land of 44 cottahs of the Vendor herein is hereby conveyed and consisted with the entire land in 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

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Municipality being the holding no. 983 Cal-Jessore Road, District North 24-Parganas, Kolkata-700055 which is butted and bounded as described hereinabove as the boundary of the entire land of 44 cottahs.

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

SIGNED AND DELIVERED  
by the Vendor in presence of :

1. sati. mithi m. Signature of the Vendor  
Advocate

2. Deep Banta P. H. K. Mitra  
62, Bakliopara Road  
Kolkata-700028

SIGNED AND DELIVERED  
by the Purchaser in presence of :

1. sati. mithi m. Signature of the Purchaser  
Advocate

2. Deep Banta P. H. K. Mitra  
3.

Drafted and prepared by  
sati. mithi m.  
Advocate.  
Seal of civil m.  
Kolkata