

4

4407

12



02CC 473964

M.V. 0001
 14.25.05
 14.24.8131

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 9th day of the month of April 2005 BETWEEN SRI DHIRENDRA KUMAR GHOSH AND SRI KARTICK CHANDRA GHOSH, both son of Late Digendra Chandra Ghosh, residing at 172/2, Jessore Road, Dum Dum, Kolkata - 700 055 hereinafter referred to as the VENDORS (which expression shall unless/otherwise excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, representatives and assigns) PARTY OF THE FIRST PART.

A. 10959.00
 31.5.05 F
 4675 F
 11003



Stamp
 80000
 31.5.05
 2358

L. B. S. S. Coopers, Dum Dum
 at. Parganas. (March)

14248131
 339809
 Stamp duty of Rs. 2050/-
 paid up to by Cash
 20.5.05
 L. B. S. S. Coopers
 attested that the documents in file

Joint Dist Sub Registrar
 Coopers Dum Dum 24 Pgs. 05

L. B. S. S. Coopers, Dum Dum
 31.5.05



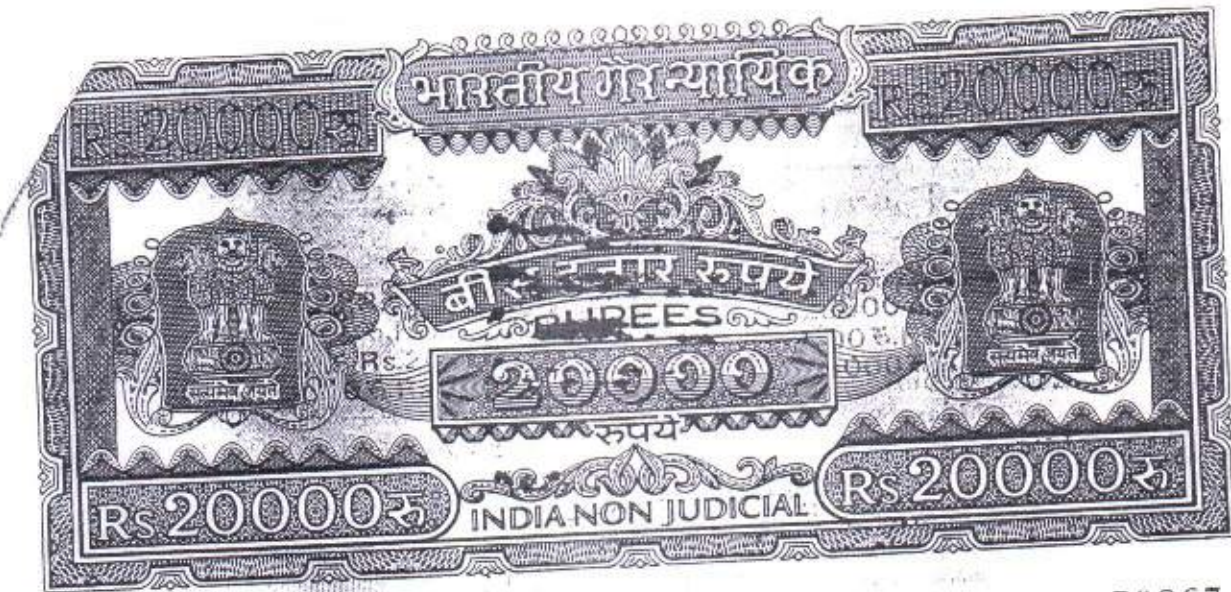
AND

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 .





WHEREAS the party of the first part herein along with his sister namely Smt. Anjali Guhathakurta become the absolute joint owners of a landed property measuring 44 cottabs 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.



02CC 473967













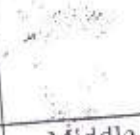

















AND WHEREAS in the said Court of Ld. Second Assistant District Judge at Alipore by a decree being no. 356 of 1969 declared that the plaintiffs are entitled of a land measuring 44 cottahs from the property lying and situate at Mouza-Krishnapur, Khatian Nos. 847, 733, 79 and 884 being Dag Nos. 211, 224, 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 - 700 055.



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. Sumit Kumar Mukherjee and the Hon'ble Mr. Satyabrata Murta confirmed the said decree being no. 356 of 1969 of the Court of Ld. Secy. Assistant District Judge at Alipore by their Order dated 21.12.1990.

 * PAGE NO. *

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/ Presentants							
	<i>Shankar Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	<i>Kantun Ghaf</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	<i>P. S. Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								

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 Vendors herein Sri Dharendra Kumar Ghosh, Sri Kartick Chandra Ghosh are the sons of Late Digendra Chandra Ghosh and Smt. Anjali Guhathakurta daughter of the plaintiff Late Digendra Chandra Ghosh of the above decree are the legal heirs as well as 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 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) only by cash which was duly received and acknowledged by the said joint owners on dated 14.03.2000.

AND WHEREAS due to some problems and misunderstanding among the said 3 (three) legal heirs and joint owners of the land, Smt. Anjali Guhathakurta, the only sister of the present VENDORS herein came in contact with Shri Bhaskar Aditya, the second party of the original agreement for sale dated 14.03.2000 and proposed to sale her 1/3rd share of

undivided land measuring 14 cottahs 10 chittacks 30 sft. out of the total land of 44 cottahs and Shri Bhaskar Aditya on hearing the proposal from Smt. Anjali Guhathakurta finalized the deal and registered certain portions of her 1/3rd undivided share of land measuring 44 cottahschittacks.....sft. through a Deed of Conveyance on 10/12/2003 in the office of Additional Sub-Registrar, Cossipore, Dum Dum .

AND WHEREAS on hearing the Terms of Settlement with Shri Bhaskar Aditya of the 1/3rd undivided share of land of 44 cottahs on the premises in relating to original Agreement for Sale dated 14.03.2000 by the sister who is one of the legal joint owners, the present Vendors herein due to urgent need of money, to Shri Bhaskar Aditya and proposed to sell their 2/3rd share of undivided land measuring 29 cottahs 5 chittacks 15 sft of the entire property of 44 cottahs land on the terms and conditions as laid down in the Agreement for sale dated 14.03.2000, that proportionate part of the land to be transferred, and Conveyance Deed to be executed one after another in the name of Shri Bhaskar Aditya or the nominee of Shri Bhaskar Aditya, the second party of the Agreement for Sale dated 14.03.2000.

AND WHEREAS in the circumstances, it is hereby decided by and between the parties hereto that the amount of Rs. 10,00,000/- (Rupees ten lakhs) only as asked by the vendors to the Purchaser for payment to meet up their urgent necessity, the Purchaser accepted the proposal of the Vendors and agreed to pay a sum of Rs. 10,00,000/- (Rupees ten lakhs) only on this day of registration of this Conveyance whereas Shri Bhaskar Aditya has already paid to the Vendors a sum of Rs. 7,20,001/- (Rupees seven lakhs twenty thousand one) only as advance on the above land in the following manners :-

14.03.2000	Rs. 5,00,001/-
01.12.2003	Rs. 2,00,000/-
10.08.2004	Rs. 10,000/-
01.11.2004	Rs. 10,000/-
	Rs. 7,20,001/-

The said amount of Rs. 7,20,001/- (Rupees seven lakhs twenty thousand one) only shall be kept deposited by the Vendors as advance for the balance $\frac{2}{3}$ rd undivided share of land and the present Conveyance shall be executed by the Vendors herein in the name and favour of the Purchaser herein covering a proportionate land measuring 4 (four) cottahs, 3 (three) chittacks, 2 (two) sq.ft. i.e. 4.190 cottahs a little bit more or less at the rate of Rs. 2,38,636/- (Rupees two lakhs thirty eight thousand six hundred thirty six) ^{per calla} only from the $\frac{2}{3}$ rd share of the two Vendors (i.e. $\frac{1}{3}$ rd share of each Vendor) out of the total land measuring 44 cottahs and the Purchaser being satisfied with the proposal of the Vendors agreed and paid the sum of Rs. 10 lakhs (Rupees ten lakhs) only by Demand Draft on this day of registration of this indenture .

NOW THIS INDENTURE WITNESSETH :

That in pursuance of the above terms and conditions and in consideration of the said sum of Rs. 10,00,000/- (Rupees ten lakhs) only has been paid by the Purchaser to the Vendors and the same is duly received and acknowledged hereby by the Vendors and with the entire satisfaction of the Vendors regarding the performance and completion of terms and conditions as laid down in the Agreement for sale dated 14 03 2000 with Shri Bhaskar Aditya, son of Shri Biman Kumar Aditya, Proprietor of Aditya Properties and Developer, as was to be performed and completed by the Purchaser, the Vendors as beneficial owner does hereby grant, transfer, sell, convey and demise unto the purchaser the absolute right, title and interest to the undivided and un-demarcated landed property measuring 4 cottahs, 3 chittack, 2 sq.ft. i.e. 4.190 cottahs in its undivided and un-demarcated condition which is descriptively and particularly written hereunder in (schedule-"B" of the property conveyed to) from the $\frac{2}{3}$ rd share of the two Vendors ($\frac{1}{3}$ rd share of each Vendor) 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 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 the said Vendors 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 what so ever for further and more perfectly assuring the said landed property measuring 4 cottahs, 3 chittacks, 2 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 the settled consideration part by part the Vendors' share in the property shall convey, ~~transfer~~ and sell the balance property of the Vendors' share in the property to the Purchaser or his nominee/nominees 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/or his nominee/nominees name and favour in respect of the balance land in the share of the vendors in the entire property as details written hereunder in schedule-"A" by depositing the balance consideration 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} ^{in quantity with} structures thereon situate and lying at Mouza - ^{at present Shyamnagar} Krishnapur, Khatian Nos. 847, 733, 79 and 884 being Dag Nos. 211, 224, 217, 213, 216,

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 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 the said Vendors 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 what so ever for further and more perfectly assuring the said landed property measuring 4 cottahs 3 Chittacks 2 Sq. ft. and every parts thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required with the further covenants by the Vendor that on receiving the balance amount of the settled consideration part by part the Vendors' share in the property shall convey, transfer and sell the balance property of the Vendors' share in the property to the Purchaser or his nominee/nominees 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/or nominee/nominees name and favour in respect of the balance land in the share of the Vendors in the entire property as details written hereunder in Schedule A by depositing the balance consideration 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 together with structures thereon situate and lying at Mouza Krishnapur, at present Shyamnagar, Khatian Nos. 847, 733, 79

and 884 being Dag No. 211, 224, 217, 213, 216, 219 and 222 under P.S. Dum Dum within the limits of South Dum Dum Municipality being Holding no. 983 Cal Jessore Road, District North 24 Parganas, Kolkata 700 055, in the said entire landed property the Vendor herein is the share holder of only 1/3rd (one third) portion the landed property measuring 14 cottahs 10 Chitacks 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 Debutter 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 or parcel of basti land appurtenant to the existing structure containing an area of 4 Cottahs 3 Chittacks 2 Sq. ft. i.e. 4.190 Cottahs from the 2/3 rd share of the Vendors herein out of the "A" Schedule property which is situated a formerly Mouza Krishnapur at present Shyamnagar, P.S. Dum Dum, North 24 parganas comprised is part of Dag No. 211, 224, 217, 213, 216, 219 and 222 under Khatian Nos. 847, 733, 79 and 884, Municipal Holding No. 983 Cal Jessore Road, Kolkata 700 055 under the limit of the South Dum Dum Municipality.

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

Smt. Jay Est...

SIGNED SEALED AND DELIVERED
at Kolkata in the presence of :-

WITNESSES :-

1. Sati Nath M.P. Adweal.
2. Shaha Deb Paul.
12/5 Nagendra Nath Road,
Cal. 28

Kol...

SIGNATURE OF THE VENDOR

SIGNED SEALED AND DELIVERED

By the President of the
Dum Dum Aditya Educational Society.
The Purchaser herein in the presence of :-

Bhagbat Ch Roy
96-1, G. S. Road
Kolkata - 55

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED the sum of the Rs. 10,00,000/- only (Rupees Ten Lacks only)
from the abovenamed Purchaser by :-

- 1) Rs. 5,00,000/- only by bank pay order vide no 821830 dt 09.04.2015 issued by Mrs. Vysya - Bank Ltd
- 2) Rs. 5,00,000/- by bank pay order vide no 821831 dt 9.4.2015 issued by Vysya Bank Ltd.

WITNESSES :-

- 1. Sati Nath Nag
Advocate
- 2.
Pis. Motighat Avenue
Block B, Flat 3E.
Kat - 700028

SIGNATURE OF THE VENDOR

Drafted and Prepared by me :-
Sati Nath Nag
Sri Sati Nath Nag
(Advocate)
Sealdah Civil Court
Kolkata-700 014.
Enrollment No. WB/263/1984.