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5-5770

5000Rs.



14/9/16

5000

1750/17

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650,858000



Kartik An Ghosh



श्रीधर



23/9/16
23/9/16
23/9/16

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 13/15 day of the month September. Two Thousand Six (2006).

BETWEEN

SHRI DHIRENDRA KUMAR GHOSH AND SHRI KARTIK CHANDRA GHOSH both son of Late Digendra Chandra Ghosh, residing at 172/2, Jessore Road, Dum Dum, Kolkata- 700 035, District 24-Parganas (North) jointly heromafte referred to as the **VENDORS** (which expression shall unless/otherwise excluded by or

49000/- + 49000/- + 49000/- + 25010/- = 1,75,010/-
 503118, 503120, 503119, 503117
 all 13.9.06
 Dum Dum

23/9/16

132946/-

14-9-06
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SPECIMEN FORM FOR TEN FINGERPRINTS

| Sl. No. | Signature of the Executants/ Presentants | | | | | |
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| | Kartik Ch Ghem | | | | | |
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| | | (Left Hand) | | | | |
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1,50,85,800/-

At St... 49,000/- + 49,000/- + 49,000/-
Paid by... 49,000/- + 49,000/- + 49,000/-
S.B.I... 29.07.08
Certified... 0756-678219
Page No. 2
A.D.S.R. Commr. North 24 Parganas
29.07.08

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- All Pains paid
- Calcutta

repugnant to the context shall mean and include their heirs, executors, administrators, representatives and assigns) PARTY OF THE FIRST PART.

AND

DUM DUM ADITYA EDUCATIONAL SOCIETY having its registered office at 965, Jessore Road, P. S. Dum Dum, Kolkata-700055, District North 24-Parganas, 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, successors, administrators, representatives and assigns) PARTY OF THE SECOND PART.

WHEREAS the party of the first part herein along with their sister Smt. Anjali Guha Thakurta became the absolute joint owners of a landed property measuring 44 Cottas 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 on 30/08/1987 by the Court.

AND WHEREAS by a decree passed by the Ld. Second Assistant District Judge at alipore in Title Suit No. 356 of 1969 declared that the plaintiffs are entitled of a land measuring 44 Cottas 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 Kolkata Jessore Road, Kolkata- 700 055.

AND WHEREAS the said decree in Title Suit No. 356 of 1969 was challenged in the Hon'ble High Court at Kolkata by the aggrieved defendants in the Court of Civil Alipore Jurisdiction of High Court at Kolkata. 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.

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

AND WHEREAS the party of the first part i.e. the Vendors herein Shri Dhirendra Kumar Ghosh, Shri Kartick Chandra Ghosh and their sister Smt. Anjali Guha Takurta sons and daughter of the plaintiff Late Digendra Chandra Ghosh and jointly being the only owners/legal heirs becomes the absolute joint owners of the said property measuring 44 Cottas of land.

AND WHEREAS the said joint owners declared in the market to sell the said entire landed property with structures thereon measuring 44 Cottas and came in contact with Shri Bhaskar Aditya son of Late Biman

Aditya residing at 182, Jessore Road, Dum Dum, Kolkata- 700 074 and who is the president of the Dum Dum Aditya Educational Society, the Purchaser herein and finalized the sale of the 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 Cottas of land on the terms and conditions as laid down therein.

AND WHEREAS by letter dated 05/08/2000, one of the Co-owners of the said land Smt. Anjali Guha Thakurta herein longed some specific complain regarding some problems and misunderstanding among the said 3 (Three) legal heirs and joint owners of the land to the Second party, the President of Dum Dum Aditya Educational Society Shri Bhaskar Aditya, ~~the~~ purchaser herein relating to the original agreement for sale dated 14/03/2000 stating her deprival by her above named two brothers, the Vendors herein and approached to the said Second party, the Purchaser herein, to purchase her 1/3rd share i.e. undivided and undemarcated 14 Cottas 10 Chittacks and 30 Sq. ft. of land out of the entire property of 44 Cottas and to pay her separately the consideration money of her proportionate share i. e. Rs. 20,00,000, Lac only. The party of the Second part, the purchaser Dum Dum Aditya Educational Society on hearing the proposal from one of the Co-owners Smt. Anjali Guha Thakurta, the Second party, Dum Dum Aditya Educational Society herein has finalized the deal and registered the portion of her 1/3rd undivided share of 14 Cottas 10 Chittacks and 30 Sq. ft. through two separate Deed of conveyance one being No. 4406 of 2003 registered in the office of Additional District Sub-Registrar Cossipore Dum Dum in Book No. 1, Volume No. 24 Pages from .../1.3. to 122 another being No of 2006 registered in the office of Additional

District Sub-Registrar Cossipore Dum Dum in Book No. 1, Volume No.

Pages from to

AND WHEREAS at the time of joint inspection of the said landed property of 44 Cottas by the first part, the Vendor and the Second part, the purchaser herein, it is found that the measurement of the demarcated land as stated in the agreement for sale dated 14/03/2000 is not of 44 Cottas. But actual measurement is only 38 Cottas, Secondly it was mentioned in the said agreement for sale dated 14/03/2000 that an illegal trespasser has encroached on Cotta of land facing Jessore Road, but at the time of joint inspection of both the parties it is found that the illegal trespasser has occupied 8 Cottas of land and has completely blocked the frontage of the property facing Jessore Road. In view of the cost of the land as Rs.90,69,000/- (Rupees Ninety Lac and Sixty Nine Thousand) only instead of Rs.1,05,00,00/- (Rupees One Crore and Five Lac) only as stated in the agreement for sale dated 14/03/2000 and also decided to keep aside reserved a sum of Rs.30,69,000/- (Rupees Thirty Lac and Sixty Nine Thousand) only with the Second party, the purchaser, i.e. Rs.20,00,000/- Lac (Rupees Twenty Lac) only for settlement and vacating the illegal trespasser who is occupying 8 Cottas of land and Rs.10,69,000/- (Rupees Ten Lac and Sixty Nine Thousand) only to meet the expenditure on account of negotiation charges as per instruction of the First party, the Vendors herein. As such the consideration money of the total landed property to be paid to the Co-shares and joint legal owners the entire landed property as per agreement for sale dated 14/03/2000 Total consideration sum of the said land Rs.60,00,000/- (Rupees Sixty Lac) only as full and final payment of the entire land.



AND WHEREAS on hearing the terms of settlement with the Purchaser, herein the President of Dum Dum Aditya Educational Society, with the sister of the present Vendors, who is one of the legal joint owners of the said property as mentioned in the Agreement for sale dated 14/03/2000 has conveyed her 1/3rd Share for Rs.20,00,000/- (Rupees Twenty Lac) only, and due to urgent need of money the present Vendors also approached the purchaser herein to settle their 2/3rd share measuring 29 Cottas 5 Chittacks and 15 Sq. ft. out of the entire property of land 44 Cottas at a consideration money of Rs. Rs.40,00,000/- (Rupees Forty Lac) only out of which the vendors herein already registered 4 Cottas 3 Chittacks and 2 Sq. ft. in favour of the Purchaser herein vide being No. 4407 of 2005 registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. Pages No from to ~~for~~ a sum of Rs.10,00,000/- Lac (Rupees Ten Lac) only .

AND WHEREAS the party of the FIRST PART demanded their balance amount to the party of the SECOND PART for their urgent ^{need} of money and claimed to complete the Agreement for the sale dated 14/03/2000. Accordingly the party of the second part agreed and accepted their proposal and this Deed of Conveyance is registered.

NOW THIS INDENTURE WITNESSETH :- That in pursuance of the terms and conditions as laid down in the Agreement of sale dated 14/03/2000 the party of the Second part paid the balance of Rs.30,00,000/- (Rupees Thirty Lac) Only to the Vendor and the said amount is duly received and acknowledge 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 their landed property measuring 25 Cottas 2 Chittacks 13 Sq. ft. descriptively and particularly written hereunder in Schedule "B" of the property conveyed to i.e. the balance share of their balance landed property with structure thereon from the Vendors 2/3rd share measuring 29 Cottas 5 Chittacks 15 Sq. ft. out of entire landed property measuring 44 Cottas 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, 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 Vendors do hereby covenant with the Purchaser THAT notwithstanding any act, deed or thing whatsoever, by the Vendor or by any of their 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 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 balance portion of landed property against their $2/3^{\text{rd}}$ share measuring 25 Cottas 2 Chittacks 13 Sq. ft. and every parts thereof upto the purchaser in the manner aforesaid as shall or may be reasonably required. In both the Deed of conveyances & this Deed of Conveyance completed their $2/3^{\text{rd}}$ share of undivided and undemarkated land measuring 29 Cottas 5 Chittacks and 15 Sq. ft. out of total land measuring 44 Cottas.

SCHEDULE "A" OF THE PROPERTY CONVEYED TO ::

ALL THAT piece and parcel of undivided and undemarkated landed property measuring 44 Cottas be the same little more or less structures thereon situated and lying at Mouza- Krishnapur, Khatian Nos. 847, 733, 79 and 884 Being Dag 211, 224, 217, 213, 216, 219 and 222, under P. S. Dum Dum, within the limit of South Dum Dum Municipality, being Holding 983, Kolkata- Jessore Road, District North 24-Parganas, Kolkata- 700 055, in the said entire landed property the Vendor herein is the shareholder of only $2/3^{\text{rd}}$ (Two Third) portion the landed property measuring 29 Cottas 5 Chittacks and 15 Sq. ft. which is not yet demarcated and or separated with the other portion of land. The said entire land of 44 Cottas 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 Sre Sree Maha Laxmi Devi being its Sebait Pradip Kr. Ghosh.

ON THE EAST :- Kolkata- Jessore Road.

ON THE WEST :- Factory land of unknown person.

SCHEDULE "B" OF THE PROPERTY CONVEYED TO HEREBY

ALL THAT piece and parcel of balance undivided and undemarkated bastu land appurtenant to the existing structure containing an area measuring 25 Cottas 2 Chittacks and 13 Sq. ft. the balance share of the Vendors herein out of the property at Schedule "A" which is situated at formerly Mouza- Krishnapur, at present Shyamnagar, P. S. Dum Dum, District North 24-Parganas, comprised is part of Dag 211, 224, 217, 213, 216, 219 and 222, under Khatian Nos. 847, 733, 79 and 884, Municipal Holding No. 983, Kolkata- Jessore Road, Kolkata- 700 055, under the limit of South Dum Dum Municipality.

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

SIGNED SEALED AND DELIVERED by the

at Kolkata in the presence of :-



WITNESSES :-

1. Sati-maths up
A dweals

Kastore di Ghia.

SIGNATURE OF THE VENDOR

2. Sushobhan Das Gogoi.
188/1 PK Gola Road
Cal- 28.

3. Jannoyban
S C N. C. Sengupta Sami
Kolkata - 700 80.



MEMO OF CONSIDERATION

Received the sum of Rs. 39,00,000/- (Rupees thirty
lacs only) from the above named purchaser
by several dated cheques & cash.

Sri Satish Chandra

Kartar Lal Ghosh

WITNESSES :-

1. *Sati Nath Nag*
Advocate

2. *Sushobhan Das Gupta*
188/1 PK Guha Road
Dum Dum Cantt, Cal-28

SIGNATURE OF THE VENDOR

Deed Prepared By :-

Sati Nath Nag
Sri Sati Nath Nag
(Advocate)

Sealdah Civil Court,
Kolkata- 700 014
Enrollment No. WB/263/1984.

Typed By :-

Nilkamal Mallick
Nilkamal Mallick
No. 5, Dr. Priya Nath Guha Road,
Belghoria, Kolkata- 700 083.