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₹ 5260



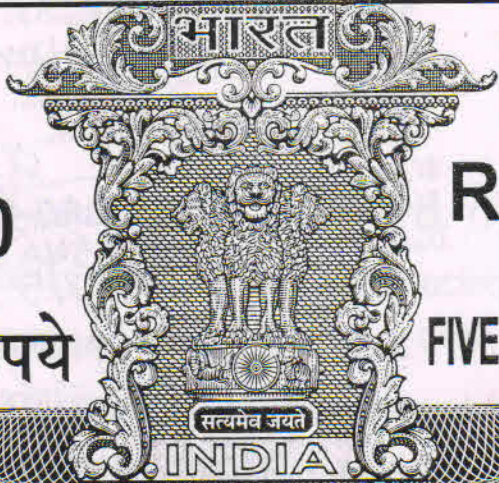
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



INDIA

488

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V.C.N-780/17  
28-7-17

C 294439

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Certified that the document is admitted in registration. The signature sheet / sheets and the endorsement sheet / sheets attached with this document's are the part of this document

Registrar U/S. 7(2)  
North 24-Parganas  
District  
10.8.2017

28 JUL 2017

31 JUL 2017

**DEED OF  
CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this the 28<sup>th</sup> day of July, 2017 (Two thousand Seventeen). A. D.

M/s. RELIABLE CONSTRUCTION  
*Satyabrata Saha*  
Partner

**BETWEEN**

**THE PANIHATI CO-OPERATIVE BANK LTD.** (PAN AADAT 5512C), registration under West Bengal Co-operative Society, having its official address at Raja Ramchand Ghat Road, P.O. Panihati, P.S. Khardah, North 24 Parganas, Kolkata- 700111, represented by its vice chairman

1) **SRI ARUN KUMAR MUKHERJEE, ( PAN AEFPM4561D)**, son of Late Milan Mohan Mukherjee, residing at 78, Kalisahay Mukherjee Road, P.O. Kamarhati, P.S. Khardah, District North 24 Parganas, Kolkata-700058, by faith - Hindu, by Nationality - Indian, by occupation - *Retired*

2) The Secretary namely **SRI KRISHNAMOY MUKHERJEE, (PAN AFCPM2101F)**, son of Late Suresh Chandra Mukherjee, 1 no Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, District- North 24 Parganas, Kolkata - 700110, by faith - Hindu, by Nationality - Indian, by occupation - *Retired*, hereinafter called and referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

M/s. RELIABLE CONSTRUCTION

*Satyajit Kumar Samal*

Partner

**AND**

1. **SRI PRADIP KUMAR GHOSH**, (PAN AADAT5512C), son of Late Amulya Kr. Ghosh, of 309 Gandhi Nagar, P.O. Panihati, P.S. Khardah, District- North 24 Parganas, Kolkata - 700114, by faith - Hindu, by Nationality - Indian, by occupation - Business.
2. **SRI MIRTYUNJOY DEY**, (PAN AGQPD3378L), son of Late Sushil Chandra Dey, of 3 No. Govt. Colony, P.O. Sodepur, P.S. Khardah,

District- North 24 Parganas, Kolkata – 700110, by faith - Hindu, by Nationality - Indian, by occupation – Business.

3. **SRI SUMIT DAM**, (PAN AKJPD7835P), son of Late Sudhir Kumar Dam of Bidhan Pally, S. N. Road, P.O. Natagarh, P.S. Ghola, District- North 24 Parganas, Kolkata – 700113, by faith - Hindu, by Nationality - Indian, by occupation – Business.

4. **SRI DILIP DAS**, (PAN AGAPD 4313K), son of Late Netai Chandra Das of Subhas Uddyan, 15 No. Nilganj Road, P.O. Panihati, P.S. Khardah, Kolkata – 700114, by faith - Hindu, by Nationality - Indian, by occupation – Business, hereinafter jointly called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1) **SMT. ANIMA BANDYOPADHYAY**, wife of Late Nirmal Kumar Bandyopadhyay, residing at Pathagar Road, P.O. Panihati, P.S. Khardah, District - North 24-Parganas, Kolkata – 700114, by faith - Hindu, by Nationality - Indian, by occupation – household work, 2) **SMT. SAHANA MUKHERJEE**, wife of Sri Arun Mukherjee, daughter of Late Nirmal Kumar Bandyopadhyay, residing at Prakash Smriti, 68/26-1, Gandhi Nagar, Chittwa Pajawa, P.O. Sundarbag, Locknow – 226001, by faith - Hindu, by Nationality - Indian, by occupation – household work, 3) **SHARMILA CHATTERJEE**, wife of Late Tapendra Nath Chatterjee, daughter of Late Nirmal Kumar Bandyopadhyay, residing at

Dr. B.C. Roy Road, P.O. Shyamnagar, P.S. Jagaddal District - North 24-Parganas, Pin 743124, by faith - Hindu, by Nationality - Indian, by occupation - household work, **4) SMT URMILA BANERJEE**, wife of Sri Mahadeb Banerjee, daughter of Late Nirmal Kumar Bandyopadhyay, residing at Pathagar Road, P.O. Panihati, P.S. Khardah, District - North 24-Parganas, Kolkata - 700114, by faith - Hindu, by Nationality - Indian, by occupation - household work, **5) DEBAPRIYA BANERJEE**, son of Late Nirmal Kumar Bandyopadhyay, residing at 90, B.T. Road, Three Tower, P.O. Baranagar, P.S. Baranagar, Kolkata - 700090, by faith - Hindu, by Nationality - Indian, by occupation - Business, hereinafter called and referred to as the **CONFIRMING PARTIES** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

The confirming parties are represented by their true and lawful constituted attorney **SRI PRABIR BHATTACHARJEE**, (PAN AHTPB 0398J), son of Sri Niren Bhattacharjee, residing at THE WATER SIDE, Block-D, Flat No. 3A, 170 F Nilganja Road, P.O. Panihati, P.S. Khardah, District - North 24-Parganas, Kolkata -700114, by nationality - Indian, by religion - Hindu, by occupation - Business, through a registered general power of attorney, being no 152400264, dt 23.06.2017, registered at the office of A.D.S.R. Sodepur, North 24-Parganas.

**WHEREAS** one Nirmal Kumar Bandyopadhyay purchased all that the area, measuring 27 decimal out which an area of ...

decimal, classified as BASTU, comprised in R.S. Dag No. 83, appertaining to Khatian No. 247 and another one measuring 8 decimal, classified as PUKUR, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza- Panihati, J.L. No. 10, Re. Su. No. 32, Touzi No.155, P.S. Khardah, A.D.S.R. formerly Barrackpore now Sodepur, District- North 24 Parganas, within the limits of Panihati Municipality, Ward No. 3, from his predecessor Bhutnath Bandyopadhyay, vide a registered Deed of Sale being No. 608, registered at the office of the then S.R. Barrackpore, recorded in Book No. I, Volume No. 7, Pages from 223 to 226, for the year 1963, of the said office.

**AND WHEREAS** being the owner of the aforesaid land, said Nirmal Kumar Bandyopadhyay mutated his name in the office of Panihati Municipality and paid taxes therein and constructed a one storey pucca dwelling house consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon.

**AND WHEREAS** while enjoying the aforesaid land with building, said Nirmal Kumar Bandyopadhyay, sold, transferred, conveyed and assigned all that the area measuring 27 decimals, out of which an area of measuring 19 decimals, togetherwith a one storeyed dwelling house standing thereon, comprised in Dag No. 83, appertaining to R.S. Khatian No. 247, and another one measuring 8 decimals, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza – Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah. A.D.S.R. Barrackpore at present Sodepur North 24

Parganas, within the limits of Panihati Municipality, Ward No. 03, morefully described in the first schedule here under written, to the Panihati Co-operative Bank Ltd., the Vendor herein, vide a Bengali Saf Kobala being No. 888, dated 22-02-1967, corresponding to 9<sup>th</sup> Falgun 1373, registered at the office of Registrar of Assurance, Calcutta.

**AND WHEREAS** on that date an Ekkarnama or agreement for Re-conveyance was executed by and between Nirmal Kumar Bandyopadhyay, as acceptor of Ekkarnama and The Panihati Co-operative Bank Ltd., as giver of ekkarnama, the Vendor herein, which was registered on 22-02-1967 registered at the office of Registrar of Assurance, Calcutta, being No. 890, recorded in Book No. I, Volume No. 38, for the year 1967 of the said office, wherein it was stipulated that the acceptor of Ekkarnama paid off the entire mentioned consideration of the original deed of sale along with other expenses within a period of 3 years, in such event the property would be reconvenes unto the said acceptor. It be also mentioned that the said acceptor viz Nirmal Kumar Bandyopadhyay was allowed to keep the possession of the property mentioned in the first schedule hereunder written.

**AND WHEREAS** it was further stipulated in the said Ekkarnama, that in the event of failure on the part of the acceptor to repay the amount of consideration along with other expenses, the Vendor hereof being the giver of that Ekkarnama would retain the right, title and interest absolutely in its favour and no claim or demand by the acceptor or any person through under him would be tenable at law.

**AND WHEREAS** the said acceptor failed to repay the consideration amount within the stipulated period which expired on 21-02-1970 A.D. and also by the necessary implication in law relating to limitation out, the absolute right, title and interest already vested upon the Vendor hereof who has every right to transfer such property by any legal means. Subsequently upon death of said Nirmal Kumar Bandyopadhyay, (the acceptor of the Ekkarnama), his legal heirs, mean the Confirming Parties hereof have been retaining the possession of the first schedule property hereof and thereafter the Confirming Parties hereof by putting their signature on these presents affirm and declare to divert of their possession for even and for all times to come in favour of the Vendor hereof.

AND WHEREAS at the present time due to sheer difficulties, in keeping maintaining and supervising the first schedule property mentioned, the Vendor hereof being a bank and body corporate being governed by rules and regulations have resolved to transfer all that the piece or parcel of land, measuring 19 decimal, together with a one storeyed dwelling house standing thereon, comprised in Dag No. 83, appertaining to R.S. Khatian No. 247, lying and situate at Mouza – Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah, A.D.S.R. Barrackpore at present Sodepur, North 24 Parganas, within the limits of Panihati Municipality, Ward No. 03, morefully described in the second schedule hereunder written, out of the entire property mentioned in the first schedule hereunder written, to any intending purchaser for valuable considerations, announced accordingly, and the

purchasers having been ascertained to such decision of the Bank authority intend to purchase the same by offering a sum of Rs. 50,00,000.00 (Rupees fifty lac) only towards consideration amount which offer being the highest one and in consonance with the present market value, the Vendor doth hereby accept such proposal and offer and covenant unto the purchasers, to transfer, the below schedule property in the manner as stated below.

**NOW THIS DEED OF CONVEYANCE WITNESSETH** that in pursuance of the said agreement and consideration of the sum of Rs. 50,00,000.00 (Rupees fifty lac) only paid by the purchasers to the vendor in the manner stated in the memo of consideration appended herein below (the receipt whereof the vendor doth hereby admit and acknowledge and from the same and every part thereof) and this Vendor is executing and registering this Deed of Conveyance in favour of the Purchasers in respect of the land measuring 19 decimals, classified as "Bastu", comprised in Dag No. 83, appertaining to R.S. Khatian No. 247, lying and situate at Mouza – Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah, A.D.S.R. Barrackpore at present Sodepur, North 24 Parganas, within the limits of Panihati Municipality, Ward No. 03, togetherwith a one storey pucca dwelling house, measuring 1500 sq. ft., consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon, morefully described in the second Schedule hereunder written and hereinafter referred to as the "said property", and that from this day the Vendor is totally divested of all rights, title and interest if the "said property" sold in



favour of Purchasers who have become the full owner with absolute right and title to the 'said property' sold hereby and the Purchasers are entitled and empowered to mutate their names with the Govt. Serestha and also in the local Municipality and pay rents and taxes directly to them and all rights, title and possession including easement rights, right to common passage whatsoever to the "said property" also vest in favour of Purchasers who will enjoy the 'said property' sold to their in their absolute right through their heirs, executors, and assigns and further the Purchasers will have all right and power to transfer the said property to any one by sale, gift, lease or mortgage or by any other lawful means and right to improve it, change its nature and character lawfully and make any construction over the said land according to their convenience.

**THE DEED ALSO WITNESSETH** that the 'said property' sold hereby has not been transferred by the Vendor hereto to any one by sell, lease or mortgage nor have/has they/it encumbered the same in any way and the 'said property' sold hereby is free from all acts and manners of encumbrances and the property has not been attached to any court or any other institution and the Purchasers are hereby put in open peaceful possession thereof and the Vendor and/or its successors-in-office, executors, administrators and assigns shall and will and for all times to come at the request and cost of Purchasers do or execute or caused to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the right, title of the Purchasers to the "said property" and every part thereof and if the

title to or possession in the land sold to the purchasers be in any way infringed in consequence of any action /deed/fraud performed or done by the Vendor and if it is found that the said property sold hereby is not free from all encumbrances as herein before stated the Vendor, its successors-in-office, executors and assigns will be liable to the Purchasers and will be bound to refund the aforesaid consideration money with interest and all costs thereon AND the Vendor has delivered vacant possession of the said property to the Purchasers AND the Vendor do hereby covenants with the Purchasers that notwithstanding any act or deed matter or thing by the said Vendor made done or executed or knowingly suffered to the contrary the Vendor now have good right full power and absolute authority to grant sell transfer convey release and confirm the said property hereby granted sold transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid AND that the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and each and every part thereof and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them AND that the Vendor and all persons having or lawfully or equitably claiming any estate or inheritance in the said property or any part thereof shall hereafter at the request and cost of the Purchasers do and execute all such further and other acts deeds and things for further and more perfectly assuring

the said property and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required AND the Vendor do hereby further covenants with the Purchasers that the Vendor shall from time to time and at all times hereafter indemnify and keep the Purchasers indemnified against all losses and damages which the Purchasers may suffer or incur in any way in the enjoyment of the said property hereby sold and conveyed on account of any defect or any infirmity in the title of the Vendor or due to any act or omission or commission by the said Vendor their/its predecessors in title and the Vendor shall on demand make good such losses and damages to the entire satisfaction of the Purchasers.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the entire property)**

ALL THAT the piece or parcel of land measuring 19 decimal, classified as BASTU, comprised in R.S. Dag No. 83, appertaining to Khatian No. 247, togetherwith a one storey pucca dwelling house( 40 years old) measuring 1500 sq. ft., consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon, and another one measuring 8 decimal classified as PUKUR, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza- Panihati, J.L. No. 10, Re. Su. No. 32, Touzi No.155, P.S. Khardah, A.D.S.R. formerly Barackpore now Sodepur, District- North 24 Parganas, within the limits of Panihati Municipality, Ward No. 3, in holding

*Krishnamy Muzgaee*

*Krishnamy Muzgaee*

**BUTTED AND BOUNDED**

- ON THE NORTH** : Pond & property of Bhutnath Banerjee & Jiban Banerjee.
- ON THE SOUTH** : 25 ft wide Pathagar Road.
- ON THE EAST** : Property of Monimohan Banerjee.
- ON THE WEST** : Property of Bhutnath Banerjee & Jiban Banerjee.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the property hereby sole)

ALL THAT the piece or parcel of land measuring 19 decimal, classified as BASTU, comprised in R.S. Dag No. 83, appertaining to Khatian No. 247, togetherwith a one storey pucca dwelling house( 40 years old) measuring 1500 sq. ft., consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon, lying and situate at Mouza- Panihati, J.L. No. 10, Re. Su. No. 32, Touzi No.155, P.S. Khardah, A.D.S.R. formerly Barrackpore now Sodepur, District- North 24 Parganas, within the limits of Panihati Municipality, Ward No. 3, ~~to be sold~~

The schedule property is vividly shown in the annexed sketched map delineated by red border which is a part of this indenture.