

Handwritten notes in a box, including the number '500' and some illegible scribbles.

C O V E R P A G E

D E E D O F C O N V E Y A N C E

B E T W E E N

SHRI ARUBINDA MAJUMDER

AND

MR. SA MOUN KUMAR GHOSH & SHRI DIPANKAR GHOSH

ADHESIVE
RESISTANCE
ADHESIVE
RESISTANCE

Handwritten mark resembling the number '3'.

78

1 260



STAMP AFFIXED BY

28/1/2000
 STAMP SUPERINTENDENT
 CALCUTTA COLLECTIONARY

28/1/20

4-11-2000
 1-1-92, 2000

Admissible under rule 21, clause
 Statutes of 614 of L. R. Act.
 under the Indian Stamp Act, 1899
 Corrected upto 1974 Schedule
 I A No. 23 Fees Paid Rs. 5379/-
 Process fees Rs. 1/50

ADDITIONAL DISTRICT SUB-REGISTRAR
 Sonarpur, South 24-Pgs
 28/1/2000

THIS INDENTURE made this 28th day of January, Two Thousand
 BETWEEN SHRI ARABINDA MAJUMDER son of Late Ramoni Mohan Majumder by
 faith Hindu, by occupation service, residing at Panchpota, P.S. Sonarpur, District
 24 Parganas (South), hereinafter referred to as the 'VENDOR' (which expression
 shall unless excluded by or repugnant to the context be deemed to mean and
 include his heirs, executors, successors, representatives, administrators and
 assigns) of the ONE PART

AND

DR SANTOSH KUMAR GHOSH, son of Late Manmatha Nath Ghosh deceased by
 faith Hindu, by occupation consultant and SHRI DIPANKAR GHOSH son of Dr
 Santosh Kumar Ghosh by faith Hindu, by occupation service both residing at
 186A, Harish Mukherjee Road, P.S. Bhowanipur, Calcutta - 700 026, hereinafter
 called the 'PURCHASERS' (which expression shall unless excluded by or
 repugnant to the context be deemed to mean and include their heirs, executors,
 successors, representatives, administrators and assigns) of the OTHER PART.

WHEREAS one Mahendra Nath Mondal son of Becharam Mondal deceased residing at Rana Bhutia P.S. Sonarpur District 24 Parganas (South) was, beside other land and properties, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT agricultural land measuring more or less 91 (ninety one) decimals comprising CS Dag No. 471, RS Dag No. 568 appertaining to CS Khatian Nos. 78 and 79, RS Khatian No. 88, lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touji No. 250 Sub Registry Office Baruipur at present Sonarpur District 24 Parganas (South) shown and delineated in the Plan annexed hereto and bordered in 'Green'.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property by the said Mahendra Nath Mondal being in need of money sold, transferred and conveyed 16.5 (sixteen and half) decimals of land out of the said 91 (ninety one) decimals of land described hereinabove in favour of Bimala Charan Dutta, son of Mahesh Charan Dutta deceased, then residing at 5/53 Bijoy Garh, Calcutta - 700 032, P.S. Jadavpur, District 24 Parganas (South) by a Registered Deed dated 6th February 1956 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 12, Pages 93 to 94 being No. 604 for the year 1956.

AND WHEREAS the said Mahendra Nath Mondal also sold, transferred and conveyed another 25 (twenty five) decimals of land out of the said 91 (ninety one) decimals of land described hereinabove in favour of Ramoni Mohan Majumder now deceased son of Golak Chandra Majumder deceased and father of Arabinda Majumder, herein named Vendor, residing at 88C Mechuabazar Street, Calcutta by a Registered Deed dated 6th February 1956 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 3, Pages 275 to 276 being No. 603 for the year 1956.

AND WHEREAS the said Ramoni Mohan Majumder being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring 25 (twenty five) decimals sold transferred and conveyed more or less 12 (twelve) decimals of land out of the said 25 (twenty five) decimals of land to Narendra Kumar Majumder son of Ishan Chandra Majumder then residing at Dankuni, P.S. Dankuni, District Hooghly, by a Registered Deed of Conveyance dated 2nd September 1963 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 121, Pages 94 to 96 being No. 9902 for the year 1963.

AND whereas the said Ramoni Mohan Majumder also sold, transferred and conveyed more or less another 5 (five) decimals of land out of the said 25 (twenty five) decimals of land described hereinabove to Chittaranjan Dulla son of Bhrim Chandra Dutta then residing at 16/18 Chakraberia Lane, P.S. Bhowanipur, Calcutta by a Registered Deed dated 7th December 1964 registered in the Sub Registry Office, Baruipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 143, Pages 1 to 7 being No. 10625 for the year 1964.

AND WHEREAS the said Ramoni Mohan Majumder was thus left with the absolute possession of balance 8 (eight) decimals of the said land out of the 25 (twenty five) decimals of the total said land he had purchased, owned and enjoyed.

AND WHEREAS he died intestate on or about 1st January 1980 leaving Saroj Nalini Majumder, his wife and his two sons Pran Gopal Majumder and Arabinda Majumder, herein named Vendor, as his legal heirs. The said Saroj Nalini Majumder also died intestate on or about 16 June 1980 leaving the said Pran Gopal Majumder and Arabinda Majumder, herein named Vendor, as the legal heirs and absolute owners by inheritance of undivided equal portions of the aforesaid land measuring more or less 8 (eight) decimals.

AND WHEREAS the said Bimala Charan Dutta filed a Civil Partition Suit being No. T.S. 160 of 1968 in the Court of Fourth Sub Judge at Alipore praying for definite demarcation of the lands belonging to the said Chittaranjan Dutta and him.

AND WHEREAS the said Court appointed a Commission to examine the matter on spot and submit the report indicating allotment and demarcation of lands as per the application before the Court.

AND WHEREAS the Pleader Commissioner submitted to the Court on 24th January 1972 the final report attaching therewith a map demarcating therein lands belonging to Bimala Charan Dutta and Chittaranjan Dutta and marked as 'A' and 'B' respectively.

AND WHEREAS accepting the said report of the Pleader Commissioner a final decree was issued by the said Court on 10th October 1974 thereby allotting and demarcating lands measuring 10 (ten) cottahs, 8 (eight) chittaks, 19 (nineteen) square feet (or 16.5 (sixteen and half) decimals) and 3 (three) cottahs (or 5 (five) decimals) to Bimala Charan Dutta and Chittaranjan Dutta and marked in the plan attached therewith as 'A' and 'B' respectively.

AND WHEREAS the said Bimala Charan Dutta being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Sali land measuring 10 (ten) cottahs, 8 (eight) chittaks, 19 (nineteen) square feet (or 16.5 (sixteen and half) decimals) being in need of money, sold transferred and conveyed the same to Arabinda Majumder, herein named Vendor, free from all encumbrances whatsoever by a Registered Deed dated 21st July 1982 registered in the office of the District Registrar, Alipore and recorded in Book No. 1, Volume 268, Pages 250 to 257 being No. 10347 for the year 1982.

AND WHEREAS the said Arabinda Majumder, the Vendor, thus by inheritance and purchase, became absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 20.5 (twenty and half) decimals comprising CS Dag No. 471, RS Dag No. 568, LR Dag No. 625, appertaining to CS Khatian No. 78 and 79, RS Khatian No. 88, LR Khatian No. 30/1, lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touzi No. 250, PS and Sub Registry Office Sonarpur, District 24 Parganas (South).

AND WHEREAS the VENDOR herein named had been and have been in peaceful possession of the aforesaid land by various acts of possession and ownership and on mutation of name and also on due payment of taxes and other outgoings as full absolute owner thereof, on the basis of an Agreement for Sale dated 15th October 1999 made between the VENDOR of the ONE PART and the PURCHASERS of the OTHER PART, the Vendor has agreed to sell and the Purchasers have jointly agreed to purchase the the aforesaid land measuring 20.5 (twenty and half) decimals be a little more or less as more fully described in Schedule 'A' hereunder written and also delineated in the Plan annexed hereto and bordered in 'Red' lines and hereinafter referred to as the 'Said Land' at and for lump sum price of Rs 2,50,000/- (Rupees Two Lakhs and Fifty Thousand) only on receipt of a sum of Rs 50000/- (Rupees Fifty Thousand) only by way of earnest and in part payment of total consideration money.

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the said sum of Rs 50000/- (Rupees Fifty Thousand) only paid as by way of earnest money and the balance sum of Rs 2,00,000/- (Rupees Two Lakhs) only paid to the Vendor by the Purchasers on or before the execution of these present thus totalling a sum of Rs 2,50,000/- (Rupees Two Lakhs and Fifty Thousand) only. (the receipt whereof the Vendor doth hereby and by receipt hereunder written, admit and acknowledge and of and from the same and every part thereof acquit, release and discharge for ever the Purchasers as also the Said Land), the Vendor doth hereby indefisibly sell, grant, transfer, convey, assign and assure unto the Purchasers free from all encumbrances whatsoever ALL THAT piece and parcel of the Said Land measuring 20.5 (twenty and half) decimals of Sali land be the same a little more or less, situated and lying at Mouza Panchpota, JL No. 42, RS Dag No. 11, District Collectorate Touzi No. 250, Pargana Madanmalla and appertaining to CS Khatian Nos. 78 and 79, RS Khatian No. 88, LR Khatian No. 30/1 comprising CS Dag No. 471, RS Dag No. 568, LR Dag No. 625, PS Sonarpur, District 24 Parganas (South) more fully and specifically described in Schedule 'A' hereunder written and delineated in the Plan annexed hereto and depicted with 'Red' border lines OR HOWSOEVER OTHERWISE the Said Land and hereditaments now is or are or heretofore was or were situated butted bounded called known numbered described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains, ditches, hedges, bushes, shrubs, water, watercourses and all other former and ancient-rights, rights, liberties, privileges, benefits, advantages, easements, appendages, and appurtenances

whatsoever to the Said Land belonging or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents issues and profits thereof AND all estate rights, title, interest, claim and demand whatsoever both at law and in equity of the Vendor into or upon the Said Land and every part thereof TOGETHER WITH all deeds, pathas, muniments, writings and all other evidences of title whatsoever relating to or concerning the Said Land and every part thereof and all estate rights, title interests, user property claims, and demand whatsoever, of the Vendor doth at law and equity into upon the Said Land or any part thereof TO HAVE AND TO HOLD the Said Land hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever free from all encumbrances.

THE VENDOR doth every covenant with the Purchasers:

- a) THAT notwithstanding any act, deeds, things, matters whatsoever made done or executed or knowingly suffered to the contrary the VENDOR now has full power, indefeasible and absolute authority in law, in fee simple in possession or an estate equivalent thereto in the Said Land to grant, transfer, convey, sell the Said Land hereby sold or expressed or intended so to be unto and to the use of the said PURCHASERS in manner aforesaid and delivered vacant and peaceful possession thereof simultaneously with the execution of these present.
- b) AND THAT the PURCHASERS shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the Said land or every part thereof and pay rents and taxes to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from any person or persons lawfully or equitably claiming from or under or in trust for the VENDOR.
- c) AND THAT free and clear, and freely and clearly and absolutely acquitted, exonerated, and discharged and keep the PURCHASERS harmless and indemnified of from and against all charges, claims, liens, debts, attachments and encumbrances whatsoever made done or suffered by the VENDOR all persons claiming from under or in trust for the VENDOR.
- d) FURTHER THAT the VENDOR and all persons claiming from under or in trust for the VENDOR shall and will from time to time or at all times hereafter at the costs and requests of the PURCHASERS do or execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further and more perfectly assuring the Said Land to the use of the PURCHASERS as shall or may reasonably be required.

e) AND THAT the VENDOR doth hereby covenant with the PURCHASERS that they shall and will unless prevented by any Inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS produce or cause to be produced through their Attorney or Agent or at any trial hearing, commission or examination or otherwise as occasions shall require all documents of title of the Sald Land for the purpose of showing their title to the Sald Land and ALSO at the request and cost of the PURCHASERS deliver or cause to be delivered unto the PURCHASERS such attested copies or abstracts or extracts from the same as maybe required AND shall and will in the meantime unless prevented as aloresaid keep the same safe unobliterated and uncanceled.

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THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Sall land measuring more or less 20.5 (twenty and half) decimals (or 12.5 Cottahs) be the same a little more or less lying situated at and comprised within Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Touji No. 250, Pargana Madanmalla comprising CS Khatian Nos. 78 and 79, RS Khatian No. 88, LR Khatian No. 90/1, appertaining to CS Dag No. 471, RS Dag No. 588, LR Dag No. 625 under P.S. and A.D.S.R. Office Sonarpur and also lying under Ward No. 3/19 within Rajpur-Sonarpur Municipality being Holding No. 216 in the District of 24 Parganas (South) with all structures, easements, rights as delineated in the Plan annexed hereto and bordered in 'Red' lines and as certified by the Surveyor/ Amin and which is butted and bounded as follows:

On the North: PWD Land and Road

On the South: Land of Sri Ujjayanta Chowdhury and others

On the East: RS Dag No. 576

On the West: Land of Sri Pran Gopal Majumder

The total annual rent of 91 decimals of land comprising RS Khatian No. 88 is Three Rupees and Eight annas and the proportionate annual rent of 20.5 decimals is Rupee One only which is payable to the Collector, 24 Parganas (South), Alipore, on behalf of the Government of West Bengal.

IN WITNESS WHEREOF the VENDOR have set and subscribed his hands and seal
the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
at Calcutta
by the said Vendors

In presence of

1. Chitra Rajan Mridha
Srinagar,
Panchsagar, Calcutta.
2. Pranayopal Majumdar
Panchpala South 24 Parganas.

VENDOR

Arabinula Mysore

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASERS the within mentioned sum of Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand) only being the full consideration money.

Paid in the manner following:

| | |
|---|---------------------|
| 1. Cheque No. 717585 dated 14 October 1989 on United Bank of India, Royal Exchange Branch, Calcutta. | Rs. 25000/- |
| 2. Cheque No. 148857 dated 14 October 1989 on Bank of India, Harish Mukherjee Road Branch, Calcutta. | Rs. 25000/- |
| 3. Cheque No. 167417 dated 15 January 2000 on Allahabad Bank, Harish Mukherjee Road Branch, Calcutta. | Rs. 200000/- |
| TOTAL | Rs. 250000/- |
| (Rupees Two Lakh Fifty Thousand only) | |

In presence of

1. Chitra Ranjan Mridha
Srinagar,
Panchayate, Cal-94.

2/ Pranab Lal Majumdar

VENDORS

Aravinda Majumdar

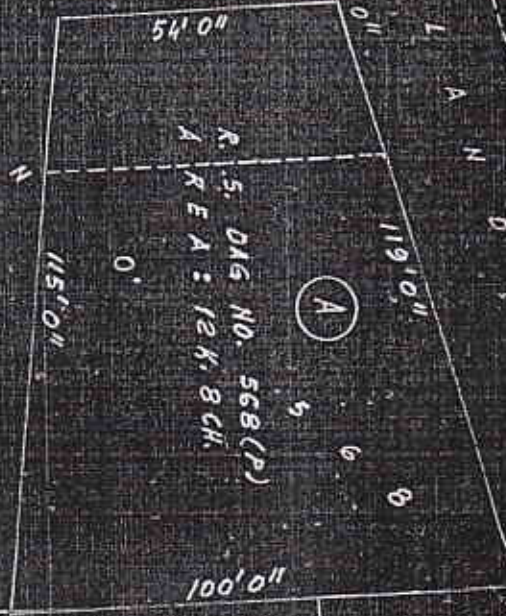
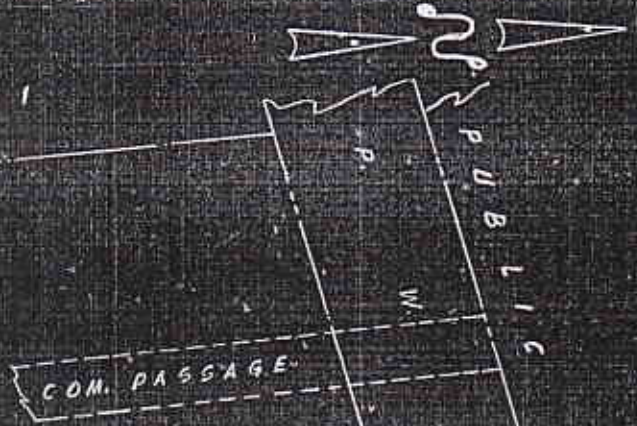
Drafted by me
Sanjay Chandra
Advocate
Barrister at Law

AN OF MOUZA - PANCHPOTA, J.L. NO. - 42, R.S. DAG NO. 568 (P),
A& NO. - 471 AT P.S. - SONARPUR, DIST. - 24 PRGS. (5).

SCALE: 1" = 25'
AREA OF PLOT : 12 K. 8 CH. 0 SFT. (MORE OR LESS)
OWNER : SRI ARABINDA MAJUMDER
PLOT MKD. (A) SHOWN IN RED BORDER

R. S. DAG NO. 551
162' 0"

16' 0"
R.S. DAG NO. 564 (P)
R.S. DAG NO. 565
202' 0"
R.S. DAG NO. 567



R. S. DAG NO. 568 (P)
AREA : 12 K. 8 CH.

220' 0"
R. S. DAG NO. 576

R.S. DAG NO. 569

NO. 10-012000. DRN. G. BASU