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DEED OF CONVEYANCE

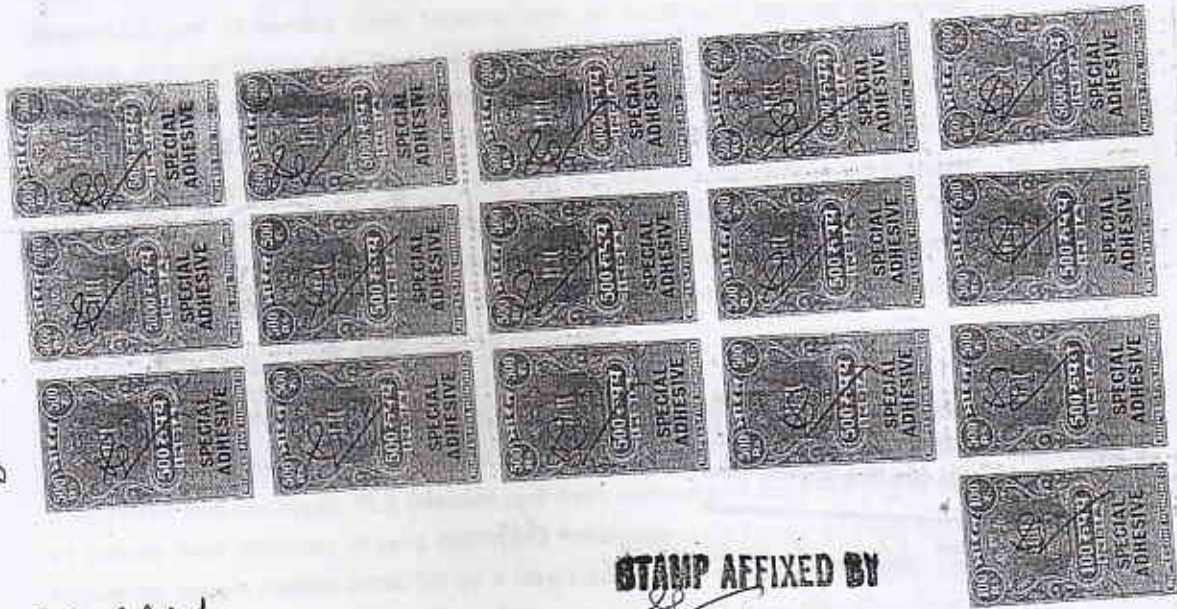
BETWEEN

SHRI PRAN GOPAL MAJUMDER

AND

DR. SANTOSH KUMAR GHOSH & SHRI DIPANKAR GHOSH

579



25/1/00

M. v. assessed.  
R. G. 92000

**STAMP AFFIXED BY**

25/1/2000  
STAMP SUPERINTENDENT  
LAKSHMI COLLEGE

Admissible under rule 21, and  
Stamped of 614 of L. R. Act.  
under the Indian Stamp Act. 1898  
Corrected upto 1974 Schedule A 7601

I A No. 72 Fees Paid  
Proces fees Rs. 4/50

Additional District Sub-Registrar  
Sonarpur, South 24-Pgs  
25/1/2000

THIS INDENTURE made this 25th day of JANUARY, Two Thousand  
BETWEEN SHRI PRAN GOPAL MAJUMDER son of Late Ramoni Mohan Majumder,  
by faith Hindu, by occupation retired person, 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.

Sole  
work  
and 24/1/00  
25/1/00

WHEREAS one Mahendra Nath Mondal son of Becharam Mondal deceased residing at Rani Bhuln 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 sali 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 Baruiipur 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 Mohendra 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 Pran Gopal Majumder, herein named VENDOR by a Registered Deed dated 6<sup>th</sup> February 1956 registered in the Sub Registry Office, Baruiipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 11, Pages 103 to 104 being No. 602 for the year 1956.

AND WHEREAS the said Pran Gopal Majumder thus became absolutely and lawfully seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land measuring 16.5 (sixteen and half) decimals.

AND WHEREAS the said Mohendra 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 deceased, son of Golak Chandra Majumder deceased and father of Pran Gopal Majumder, herein named VENDOR, then residing at 88C Mechuabazar Street, Calcutta by a Registered Deed dated 6<sup>th</sup> February 1956 registered in the Sub Registry Office, Baruiipur, 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 2<sup>nd</sup> September 1963 registered in the Sub Registry Office, Baruiipur, District 24 Parganas (South) and recorded in Book No. 1, Volume 121, Pages 94 to 96 being No. 9902 for the year 1963.

AND he 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 Dutta son of Bhim Chandra Dutta then residing at 16/1B Chakraberla Lane, P.S. Bhowanipur, Calcutta by a Registered Deed of Conveyance dated 7<sup>th</sup> December 1964 registered in the Sub Registry Office, Barulpur, District 24 Parganas (South) and recorded in Book No. 1, Volume 143, Pages 1 to 7 being No. 10525 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 aforesaid 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 1<sup>st</sup> January 1980 leaving Saroj Nalini Majumder, his wife and his son Pran Gopal Majumder, herein named VENDOR, and his other son Arabinda Majumder, as his legal heirs. The said Saroj Nalini Majumder also died intestate on or about 16<sup>th</sup> June 1980 leaving the said Pran Gopal Majumder herein named VENDOR, and Arabinda Majumder as the legal heirs and absolute owners of undivided equal portions (or 4 (four) decimals of land each) of the aforesaid land measuring more or less 8 (eight) decimals.

AND WHEREAS the said Pran Gopal Majumder, herein named VENDOR, thus became by inheritance and purchase, 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 Nos. 78 and 79, RS Khatian No. 88, lying and situated in Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Touzi No. 250, Sub Registry Office Barulpur at present 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 15<sup>th</sup> 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 aforesaid said land measuring 20.5 (twenty and half) decimals alongwith an old semi-pucca building measuring approximately 600 square feet be a little more or less as more fully described in Schedule 'A' hereinunder 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 3,00,000/- (Rupees Three Lakhs) 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 2,50,000/- (Rupees Two Lakhs and Fifty Thousand) only paid to the Vendor by the Purchasers on or before the execution of these present thus totalling a sum of Rs 3,00,000/- (Rupees Three Lakhs) 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 indeleasibly 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 alongwith an old semi-pucca building measuring 600 square feet be the same a little more or less situated and lying at and comprised within Mouza Panchpota, JL No. 42, District Collectorate Touzi No. 250, Pargana Madanmalla, appertaining to CS Khatlan Nos. 78 and 79, RS Khatlan No. 88, LR Khatlan No. 375 and 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' hereinunder 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 bulled 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 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 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 Said Land for the purpose of showing their title to the Said 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 aforesaid keep the same safe unobliterated and uncanceled.

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) alongwith an old semi-pucca building measuring approximately 600 square feet be the same a little more or less lying and situated at Mouze Panchpota, JL No. 42, RS No. 11 under District Collectorate Touji No. 250, Pargana Madanmella comprising CS Khatlan Nos. 76 and 79, RS Khatlan No. 88, LR Khatlan No. 375, comprising CS Dag No. 471, RS Dag No. 566, 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 bulled and bounded as follows:

On the North: PWD Land and Road

On the South: Land of S/Shri Binoy Kumar Das, Ujjayanta Chowdhury and others

On the East: Land of S/Shri Arabinda Majumder, Ujjayanta Chowdhury and others

On the West: Land of Smt Maya Majumder and RS Dag No. 559

The total annual rent of 91 decimals of land comprising RS Khatlan No. 88 is Three Rupees and Eight annas and the proportionate annual rent of 20.5 decimals is Seventy Nine paise only which is payable to the Collector, 24 Parganas (South), Allpore, 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 Vendor

In presence of

1. Chitra Ranjan Mishra  
Srinagar,  
Panchsagar, Cal 94.

2. Utpal Upadhyay  
Sreenagar,  
P.O. Panchsagar,  
Calcutta- 700994.

Pran gopal Majumdar  
VENDOR



MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASERS the within mentioned sum of Rs 3,00,000/- (Rupees Three Lakhs) only being the full consideration money.

Paid in the manner following:

- |   |   |
|---|---|
| 1. Cheque No. 190430 dated 14 October 1999<br>on ANZ Grindlays Bank, Chowringhee Branch, Calcutta.          | Rs. 25000/-                               |
| 2. Cheque No. 324151 dated 14 October 1999<br>on Standard Chartered Bank, Gariahat Branch, Calcutta.        | Rs. 25000/-                               |
| 3. Cheque No. 258387 dated 16 January 2000<br>on Allahabad Bank, Harish Mukherjee Road Branch,<br>Calcutta. | Rs. 150000/-                              |
| 4. Cheque No. 263726 dated 16 January 2000<br>on Allahabad Bank, Harish Mukherjee Road Branch,<br>Calcutta. | Rs. 100000/-                              |
| TOTAL   | Rs. 300000/-<br>(Rupees Three Lakhs only) |

In presence of

1. Chitra Rajan Mridha  
Sreenagar,  
Panchasagar, Cal-94.

Iran Gopal Das  
VENDORS

2. Utpal Upadhyay  
Sreenagar,  
P.O. Panchasagar,  
Calcutta - 700094.

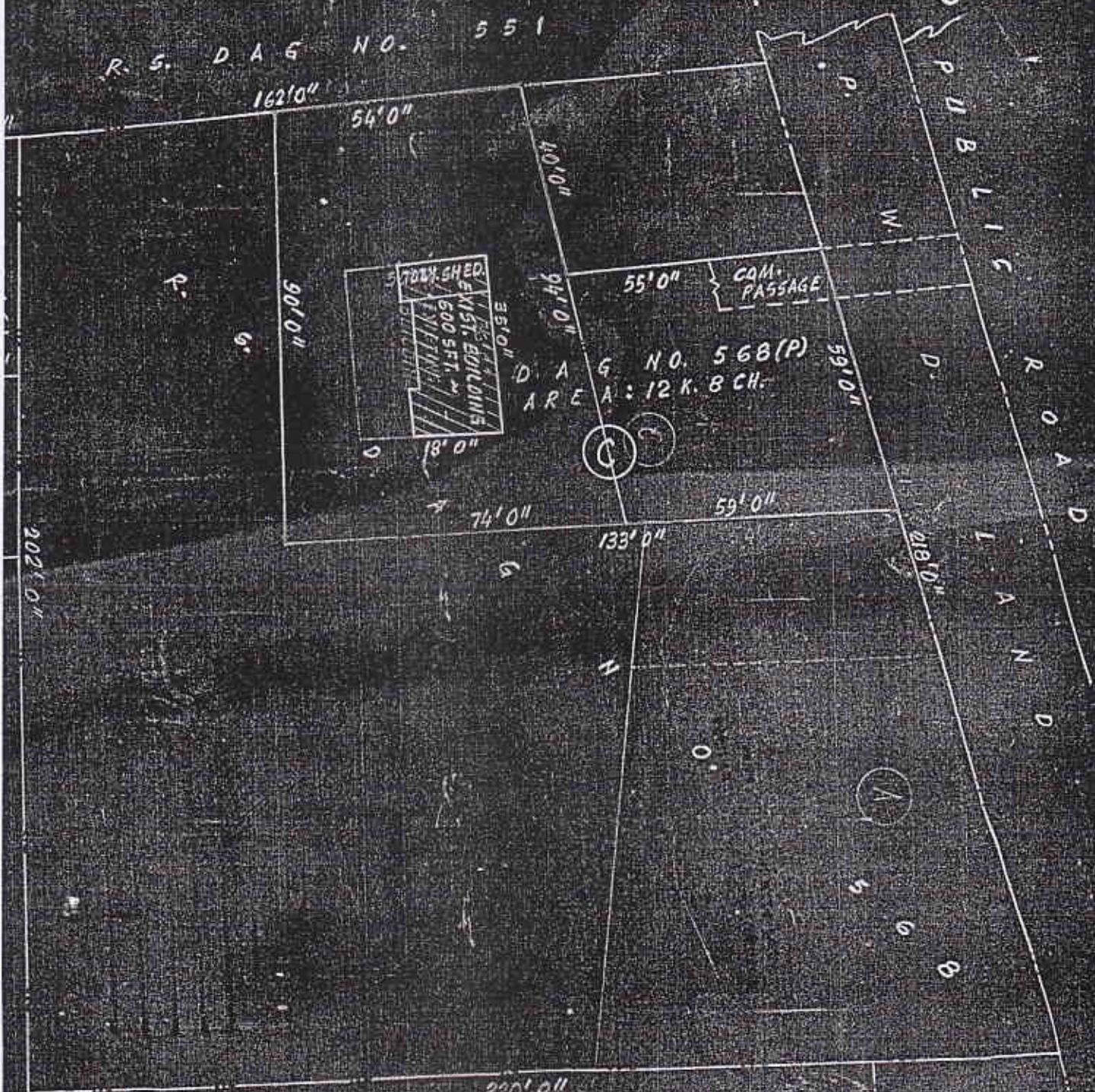
Witnessed by me  
Janaki Chandra  
Baranagar, Calcutta

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

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



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



TODAY SHED  
 EXIST. BUILDINGS  
 600 SFT.  
 18' 0"

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

COM. PASSAGE

R. S. DAG NO. 576

R.S DAG NO. 569  
 R.S DAG NO. 400