

100/11
A

P-577

OVER PAGE

DEED OF CONVEYANCE

BETWEEN

SHRINATI MAYA MAJUMDER

AND

DR. SANTOSH KUMAR GHOSH & SHRI DIPANKAR GHOSH

P577

698



28/1-7300-
7000
300

BD-300-
6000-

A 68-

31-1-2000

STAMP AFFIXED BY
28/1/2000
STAMP SUPERINTENDENT
MADHYA COLLECTION

Stamp duty of Rs. 1,46,000
300

Admissible under rule 21, and
Stamped of 614 of L. R. Act.
under the Indian Stamp Act, 1899
Corrected upto 1974 Schedule
I A No. 20 Fees Paid Rs. 1529-00
Process fees Rs. 4-50

S.P.D. Sonarpur & Collector on
Stamp duty of Rs. 300-00 on
S.P.D. to bank draft drawn on
MOT/A/20/940748 dA 28-01-2000
Fatehabad-7422

Sub-Divisional Registrar
Sonarpur, South 24-Parganas
31-01-2000

S.P.D. Sonarpur & Collector on
Stamp duty of Rs. 300-00 on
31-01-2000

THIS INDENTURE made this 28th day of January, Two Thousand
BETWEEN SHRIMATI MAYA MAJUMDER wife of Pran Gopal Majumder, by faith
Hindu, by occupation housewife, residing at Panchpola, 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 Mukharjee 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.

Stamp A Fee Rs. 66-00
31-1-2000
384078
31-1-2000

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 Sall 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. 86 lying and situated in Mouza Panchpota JL No. 42, RS No. 11 under District Collectorate Touji No. 250, Sub Registry Office Barulpur 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, Barulpur, 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 deceased, son of Golak Chandra Majumder deceased, then residing at 88C Mechuabazar Street, Calcutta by a Registered Deed dated 5th February 1956 registered in the Sub Registry Office, Barulpur, 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 5 (five) decimals of land out of the said 25 (twenty five) decimals of land described hereinabove to Chiltaranjan Dutta son of Bhim Chandra Dutta then residing at 16/1B Chakraberia Lane, P.S. Showanipur, Calcutta by a Registered Deed dated 7th 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 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 Chiltaranjan 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 the 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 Chittaranjan Dutta being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 5 (five) decimals be the same little more or less situated and lying at Mouza Panchpota, JL No. 42, RS No. 11, District Collectorate Touzi No. 250, Pargana Madanmalla, appertaining to CS-Khalian Nos. 78 and 79, RS Khalian No. 88 and comprising CS Dag No. 471, RS Dag No. 568, LR Dag No. 625, PS and SRO Sonarpur, District 24 Parganas (South) more fully and specifically described in Schedule 'A' hereinunder written being in need of money, sold transferred and conveyed the same to Shrimati Maya Majumder, herein named Vendor, free from all encumbrances whatsoever by a Registered Deed dated 14th March 1980 registered in the office of the ADSR, Sonarpur, District 24 Parganas (South) and recorded in Book No. 1, Volume 21, Pages 48 to 51, being No. 1060 for the year 1980.

AND WHEREAS Sannasi Charan Naskar, Habul Chandra Naskar, Lalit Chandra Naskar, Batul Chandra Naskar, Kartik Chandra Naskar and Bankim Chandra Naskar residing at Barhans Fartabad, P.S. Sonarpur, District 24 Parganas (South) being in peaceful hereditary possession and absolute ownership of 31 (thirty one) decimals of Bali land comprising RS Dag No. 564, appertaining to RS Khalian No. 250, 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), more fully and specifically described in Schedule 'B' hereinunder written, being in need of money, the said Sannasi Charan Naskar and others sold, transferred and conveyed more or less 1 (one) decimal of land out of the 31 (thirty one) decimals hereinabove mentioned to Shrimati Maya Majumder, herein named VENDOR by a Registered Deed dated 21st May 1988, registered in the Sub Registry Office, Sonarpur, District 24 Parganas (South), and recorded in Book No. 1, Volume 41, Pages 371 to 376 being No. 3220 for the year 1991.

AND WHEREAS the said Shrimati Maya Majumder was, beside other land and properties, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT land measuring more or less 6 (six) decimals in the manner described hereinabove and hereinafter referred to as the 'Sold Land'.

AND WHEREAS the VENDOR herein named had been and have been in peaceful possession of the 'Said Land' 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 'Said Land' as fully described in Schedule 'A' and Schedule 'B' hereinafter written, at and for lump sum price of Rs 50,000/- (Rupees Fifty Thousand) only.

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the said sum of Rs 50,000/- (Rupees Fifty Thousand) only paid to the Vendor by the Purchasers on or before the execution of these presents, (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 indelibly sell, grant, transfer, convey, assign and assure unto the Purchasers free from all encumbrances whatsoever ALL THAT piece and parcel of Said land measuring 6 (six) decimals be the same a little more or less lying at and comprised within Mouza Panchpota, JL No. 42, District Collectorate Touzi No. 250, Pargana Madanmalla, CS Khatian No. 78 and 79, RS Khallan Nos. 88 and 250, CS Dag No. 471, RS Dag Nos. 564 and 568, LR Dag No. 625, PS Sonarpur, District 24 Parganas (South), more fully and specifically described in Schedule 'A' and Schedule 'B' hereinafter 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 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 alongwith the structure 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 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 uncancelled.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring 5 (five) decimals or 3 (three) Cottahs be the same little more or less, lying and situated at Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Toujl No. 250, Pargana Madanmalla appertaining to CS Khatlan Nos. 78 and 79, RS Khatlan No. 88, comprising CS Dag No. 471, RS Dag No. 568, 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 Shri Pran Gopal Majumder
On the East: Land of Shri Pran Gopal Majumder
On the West: 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 5 decimals is 25 (twenty five) paise only which is payable to the Collector, 24 Parganas (South), Alipore, on behalf of the Government of West Bengal.

THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring 1 (one) decimal be the same little more or less lying at Mouza Panchpota, JL No. 42, RS No. 11 under District Collectorate Toujl No. 250, Pargana Madanmalla appertaining to RS Khatlan No. 250, appertaining to CS Dag No. 471, RS Dag No. 564, 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: Land of Shri Binoy Kumar Das
On the South: RS Dag No. 564
On the East: RS Dag No 565
On the West: RS Dag No. 559

The total annual rent of 45 decimals of land comprising RS Khatlan No. 250 is Eight Rupees and Nineteen paise and the proportionate annual rent of 1 decimal is 19 paise 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 Vendor

In presence of

1. Chitra Ranjan Sanyal
Sanyal,
Panchayat, cell-24.
Pran gopal Majumdar.
Panchayat, South 24 P.S.

- Moya Majumdar.

VENDOR

MEMO OF CONSIDERATION

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

Paid in the manner following:

By and out of Demand Draft dated 8 December 1989 drawn by Canara Bank, Park Street Branch, Calcutta on behalf of Purchasers and favouring the Vendors:

| | |
|------------------|------------------------------|
| 1. DD No. 868729 | Rs. 50000/- |
| TOTAL | Rs. 50000/- |
| | (Rupees Fifty Thousand only) |

In presence of

- 1. Chitra Rajan Mridha
Manager,
Panchasayee, Cal - 94
- Pran gopal Majumdar
Panchpala, South an, Poys.

Mangal Majumdar
VENDORS

Drafted by me
Jaswant Singh
Panchpala
Baranpur Civil Court

DATED THIS ^{28th} DAY OF ~~January~~ 2000

BETWEEN

SHRIMATI MAYA MAJUMDER

- ONE PART

AND

DR SANTOSH KUMAR GHOSH AND OTHERS

- OTHER PART

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29/11

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