



certified that the deficit stamp duty amounting to Rs. 4,253.00 in Bank draft/Treasury Challan drawn in respect of this Deed of Sale of Settlement/Partition/Exchange stamp Act, 1899 as amended by Act. III of 1912 and Section 31 of the Calcutta Improvement Act, 1911, Schedule IA No. 23 is

Stamp duty Paid under the Indian Stamp Act, 1899 as amended in 1916 Rs.	3863.00
Additional duty Paid under the Calcutta Improvement Act, 1911 to Rs. 77.27	10/-
<b>Total Rs.</b>	<b>4637.27</b>
(as Paid)	

ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PARGANAS

26/12/96

Signature: *[Handwritten Signature]*  
 ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PARGANAS  
 26/12/96

THIS DEED OF CONVEYANCE made this 8th day of December

One thousand nine hundred and ninety-five BETWEEN  
SMT. RUNU GHOSH, wife of Late Umapada Ghosh, by faith-Hindu,  
 by occupation- Housewife, residing at 44, North Sreerampur  
 Road, Police Station- Jadavpur, Calcutta - 700 084, hereinafter  
 referred to as the "VENDOR" ( which term or expression  
 unless excluded by or repugnant to the context shall deem to  
 mean and include her heirs, executors, legal representatives,  
 administrators, successors and assigns ) of the ONE PART:

contd...p/2.

13231(4)

Smt. Hemka Ghosh  
44 North Street Campers Rd.  
Solef 29/4/95 Cal-8



29/4/95

5000x3 = 15000 of  
10f

Presented for registration:  
At 2<sup>30</sup> AM/PM on the 24<sup>th</sup>  
day of Feb 1996 at the  
Addl. Dist. Sub Registrar Office  
at Alipore, South 24 Parganas  
by Runu Ghosh, executant /  
claimant / one of the executant /  
claimant / Agent for .....  
..... under a Power of  
Attorney No ..... for 19 ..  
authenticated by the .....  
Registrar of .....

*[Handwritten signature]*

Runu Ghosh.  
At Alipore  
At Utopada Ghosh,  
At West Campers Rd  
Thana - Jadavpur  
Dist - Cal-8,  
By Caste - Hindu/Muslim  
to Profession *[Handwritten]*

*[Handwritten signature]*  
ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24-PARGANAS



4010

Runu Ghosh.

Jagan Das Gupta (Business)  
Dati, Anukul choudh Das Gupta  
Nalbari para (Boalia)  
PO - Geria. Cal-84

*[Handwritten signature]*  
Sewaban Das Gupta  
Dati, Anukul choudh Das Gupta  
of Nalbari para (Boalia)  
Thana - ...  
Dist - ...  
By Caste - Hindu/Muslim  
to Profession ...

*[Handwritten signature]*  
ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24-PARGANAS

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-- A N D --

SMT. LEKHA GHOSH, wife of Sri Debasish Ghosh, by faith-Hindu, by occupation-Housewife, residing at 44, North Sreerampur Road, P.S. Jadavpur, Calcutta - 700 084, hereinafter referred to as the "PURCHASER" ( which term or expression unless excluded by or repugnant to the context shall deem to mean and include her heirs, legal representatives, executors, successors and administrators and assigns ) of the OTHER PART:

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// 3 //

WHEREAS One Amulya Chandra Dutta and Rohini Bala Dutta became the joint owners of All That land measuring about 1.81 acres in Mouza- Baishnabghata under Khatian No. 183, 184, 399, 400 and 424 the then lying under the jurisdiction of Tollygunge Police Station by way of purchase from one Debi Prasanna Mukherjee on 22.12.1956.

AND WHEREAS said Amulya Chandra Dutta and Rohini Bala Dutta divided the said land into several small plots after making development of the same and declared for absolute sale of those plots for consideration.

AND WHEREAS by one registered deed of conveyance dated 21st April, 1961 One Hemlata Ghose wife of Upendra Kumar Ghose purchased one small plot being plot No. 21 measuring about 5 (five)

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cottahs 23 sq.ft. be the same a little more or less being part of C.S. Dag No. 1078 appertaining to C.S. Khatian No. 184 and 400 corresponding to R.S. Khatian No. 711 and 712 in Mouza-Baishnabghata from the said Amulya Chandra Dutta and Rohini Bala Dutta for valuable consideration. Said Deed of Conveyance was registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 76, Pages 57 to 63, Being No. 3306 for the year 1961.

AND WHEREAS being the owner in the manner stated above said Smt. Hemlata Ghosh mutated her name in the office of the competent authority upon payment of all rent, rates and taxes therefor and since then she was in peaceful possession by erecting one Single storied brick built structure thereon. in 1962.

AND WHEREAS with an intention to make provision for herself, her sons and their wives said Smt. Hemlata Ghose as Settlor, executed one registered Deed of Family Settlement on 3.3.66 in respect of the said land and building making herself and her sons namely Amiya Kumar Ghosh, Amulendu Kumar Ghosh, Umapada Ghosh and Bimal

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Kumar Ghosh as the trustee of the said property. Said Deed was registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No.22, Pages 293 to 298, Being No. 1775, for the year 1966.

AND WHEREAS it was inter alia stated in the said Deed of Settlement that upon the expiration of the period of one year after the death of Smt. Hemlata Ghosh the trust will come to an end and the property under settlement shall vest absolutely and forever in equal share to all the sons of Settlor namely the said Amiya Kumar Ghosh, Amalendu Kumar Ghosh, Umapada Ghosh and Bimal Kumar Ghosh.

AND WHEREAS said Hemlata Ghosh died on 3rd day of July, 1978 and after the lapse of one year after her death her sons namely Amiya Kumar Ghosh and others became the absolute owners of the said property in terms of the said Deed of Settlement.

Be it stated here during the life time of the said settlor the trustees constructed the first floor of the said building comprising of self contained flats<sup>in the year 1964</sup> and as such after the completion of the first floor at present there are four flats in the said building having two flats in the ground floor and two flats in the first floor and the trustees inducted two tenants in the aforesaid two flats in the ground floor for the benefit of the trust at the material point of time.

AND WHEREAS while in joint possession and enjoyment of the property for their exclusive enjoyment and ownership said Amiya Ghosh, Bimal Kumar Ghosh, Amalendu Kumar Ghosh and Umapada Ghosh amicably partitioned the said property amongst themselves by executing one registered deed of partition on 29th day of April, 1982 duly registered in the office of the Sub-Registrar at Alipore recorded

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in Book No. I, Volume No. 129, Pages 172 to 182, Being No. 3655, for the year 1982.

AND WHEREAS as per the said deed of partition ~~and~~ said Umapada Ghosh being the fourth party, was allotted all that self contained flat measuring about 656.76 sq.ft. on the Northern portion of the first floor of the two stotied building consisting of two bed rooms, one covered space, one kitchen, dining space and toilet together with all fittings, appendages and easements thereof which has been described in Lot - "D" and depicted by violet colour in the plan annexed to the said deed of partition together with undivided equal right in the roof of the building as mentioned therein. It was further stated in the said deed of partition that the parties shall have right to use the vacant land on the South of the said premises for horticultural purpose or may construct building on portion thereof paying price for the same to the other parties. It was further stated in the said deed of partition that if any party intends to transfer his lot or allotment in that case he must intimate his intention to the others party and offer them to purchase the same at the prevailing market price by registered letters.

AND WHEREAS after such partition the parties became the ~~xx~~ exclusive owner of their respective portions as per the said deed of partition though the tenants have not yet vacated the portions stated above and parties have also mutated their respective name in the office of the Calcutta Municipal Corporation.

AND WHEREAS while in possession as absolute owner said Umapada Ghosh died intestate on 28.7.1988 leaving behind his wife Smt. Runu Ghosh as her only legal heir who has inherited the said flat exclusively left by her husband, since deceased.

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AND WHEREAS said Smt. Runu Ghosh the Vendor herein is now seized and possessed of the said flat as sixteen annas owner thereof without any interruption interference and disturbances from others.

AND WHEREAS the Vendor being a helpless widow is unable to maintain the said flat which is now in a very dilapidated condition and she also requires money for her own maintenance.

AND WHEREAS being in need of cash money for her legal necessities, as mentioned before the vendor herein has declared for absolute sale of the said flat measuring about 656.76 sq.ft. and accordingly as per terms of the said deed of partition intimated the other parties by registered post with A/D. expressing her willingness to sell the said flat who in turn informed the Vendor their unwillingness to purchase the same and thereafter the Vendor has declared for sale of the said flat to her nephews: ~~and~~ wife who is an outsider to the deed of partition dated 29.04.1982 and the Purchaser herein has agreed to purchase the said flat together with undivided one-fourth share in the said land and amenities and easement attached thereto which has been morefully and particularly described in the Schedule below at or for the ~~XXM~~ total consideration of Rs.1,25,000/- (Rupees One lakh twenty five thousand ) only, free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,25,000/- (Rupees One lakh twenty five thousand only) being the heighest available market price truely paid by the Purchaser to the Vendor ( the receipt whereof the Vendor herein admits and acknowledges the same as per memo of consideration mentioned hereunder ) and the Vendor doth hereby sell, grant, convey, transfer and assure to and unto the Purchaser ALL THAT the said self contained flat measuring about 656.76 sq.ft. on the Northern side of the first floor together with undivided one-fourth share in the land and the said right to use the common areas and

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facilities as mentioned in deed of partition being No. 3655 for the year 1982 and which has been morefully and particularly described in the Schedule below and depicted by Red border lines in the plan annexed hereto OR HOWSOEVER OTHERWISE the said premises or any part thereof now is or are or at any time heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH other erectionsand fixtures thereon and there unto belonging and with the same usually held, used, occupied or enjoyed AND always paths, passages, drains, lights, privileges, easements, appendages, and appurtenances whatsoever to the said land, tenants, hereditaments and appurtenances whatsoever to the said land, tenants, and premises belonging or in wise appertaining to reputed or known to be part and parcel or member thereof which now is or are or hereto fore were or was held and used, occupied or enjoyed therewith together with the right of egress and ingress into or upon the said flat and premises hereby sold through main entrance, passage and/or corridor and together with the right and liberty for the purchaser her heirs, executors, and assigns at all times hereafter by day and/or by night and for all purposes with carriage, motor cars to pass and repass and to lay in pipes electricity lines, cables for telephone, underground sewers, drains, electricity and the reversion or reversions, remainder or remainders , rents, issues, and profits thereof and all the estate, right, title, interest, property, claim and demand of the Vendor into out of and upon the said flat and premises and every part thereof and all deeds, documents, and muniments of title relating to the same. TO HAVE AND TO HOLD the said flat tenements and premises hereby conveyed, transferred free from all encumbrances and for ever with all rights to sell, transfer, convey or mortgage at her own power and discretion and to possess and enjoy the said flat with all her heirs, executors, successors and legal representatives

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without any interference, claim of any third party including the Vendor or by any person claiming under her and the Vendor do hereby covenant with the Purchaser that she has good right, full power and absolute authority to grant, convey, transfer and assure the said premises and every part thereof unto the purchaser or in manner aforesaid and the purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the said flat and every part thereof and receive or realise the rent, issues and profits thereof without any eviction, interruption, claim or demand whatsoever by the Vendor or any person claiming lawfully under or in trust for her AND the free and clear, freely and clearly and absolutely acquitted, exonerated and released or otherwise by and at the cost and expenses of the Vendor and well and sufficiently indemnified or from or against all claims, charges, liens, debts, attachments, lispendens and encumbrances whatsoever created, made done, occasioned or suffered by the vendor or by any person under her AND the Vendor do and hereby further covenant with the Purchaser that the Vendor and all persons under her shall and will from time to time and at all times to time and at all times hereafter at the request and cost of the purchaser or any person under her shall execute and register all such acts, deeds, matters and things which will be necessary for further, better and more perfectly assuring the said flat and premises unto the purchaser in manner aforesaid as shall or may be reasonably required.

Further the Vendor declare that there is no arrear of rent in respect of the flat hereby conveyed and the same is not under any charge, mortgage or attachment till this date, if any encumbrance or defect of title be transpired in future in that event the Vendor shall remain bound to repay the entire consideration money to the purchaser herein at a time together with interest at the prevailing banking rate and incidental costs to be incurred by the purchaser.

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The Vendor further bound herself to execute and register all supplementary deeds, deed of declaration and rectification and/or adduce evidence before private or public offices and courts of law and produce the deed of partition as and when it will be required for perfecting the good and marketable title of the purchaser in respect of the flat at the cost of the purchaser. Moreover the Purchaser shall have the right to made further construction on the roof of the said building and also on the open space in the said premises as per law subject to the approval of the others owners of the said building and the purchaser shall also have the right to bring water, electric, gas and telephone connections through or under the entrance passage and/or through the carridor or inner passage.

// S C H E D U L E //

ALL THAT self contained flat measuring about 656.76 sq.ft. super built up area be the same a little more or less on the Northern side of the First floor of the building consisting of two bed rooms, one small covered room, one kitchen, one dining space, toilet together with undivided one fourth share out of the total land measuring about 5 cottahs and 23 sq.ft. together with all fittings, fixtures, affixed thereto with all rights to use the common areas like passage, staircase, landing roof motor, pump, underground or overhead water reservior, all plumbing and electrical fittings, drain, railing with the obligation to bear proportionately the maintenance of the said common areas and spaces together with the other co-owners of the building together with all rights of easement attached thereto in the said premises lying and situated in Mouza- Baishnabghata , Pargana- Khaspur, R.S. No. 19, J.L. No. 28, under Dag No. 1078, appertaining to C.S.Khatian No. 184 and 400 corresponding to R.S. Khatian Nos. 711 and 712 at present lying within the local limits of Calcutta Municipal Corporation being Premises No. 87, Sreerampur North being Postal No. 44, Sreerampur North, P.S. Jadavpur, Calcutt-a 84, Sub-Registry office - Alipore, District- South 24-Parganas.

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IN WITNESS WHEREOF the Vendor herein put her signature  
on the day, month and year first above written.

WITNESSES :-

1) Ardhan Naryan Gaba  
49/54 Prince Ghulam M  
Shah Road  
Cal. 33

...Renu Ghosh.....

V E N D O R

2) Swapan Das Gupta  
NATUNPARRA (BOALIA)  
PO - Garia, Cal. - 84

-- MEMO OF CONSIDERATION -

RECEIVED a sum of Rs.1,25,000/- (Rupees One lakh twenty five thousand ) only, from the purchaser towards the entire consideration for the flat hereby conveyed in the following manner :-

By

... Rs. 1,25,000/-

(Rupees One Lakh Twenty five thousand ) only.

WITNESSES :-

1) Ardhan Naryan Gaba  
49/54 Prince Ghulam M. Shah  
Road, Calcutta - 33

...Renu Ghosh.....

V E N D O R

2) Swapan Das Gupta  
NATUNPARRA (BOALIA)  
PO - Garia, Cal. - 70084.  
Drafted by me :-

Parimal Kumar Mondal

Typed by me :-  
Parimal Kumar Mondal,  
Parimal Kumar Mondal,  
Alipore Police Court,  
Calcutta - 27.

Dr. WB/748 BT



*87.27.26*  
ADDITIONAL DIST. SUB REGISTRAR  
ALIPORE, SOUTH 24-PARGANAS



*72-3-96*  
ADDITIONAL DIST. SUB REGISTRAR  
ALIPORE, SOUTH 24-PARGANAS

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