8408/19

1207292/204



एक सौ रुपये

v>.100

ONE HUNDRED RUPEES

सत्यमेव जयते

TOUTION TOUTIO

পশ্চিমবঙ্গ पश्चिम बुंगाल WEST BENGAL

AC 587719

Certified that the Document is admitted to ficulty fation. The Signature Sheet and the endorsement of the admitted to this document are the particles of administration.

Andrional Registrar of Assurances III Kolkata

19 DEC 2819

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on the 19 day of December, 2019 (Two Thousand Nineteen)

#### BETWEEN

(1) SRI PALASH GANGULY, PAN No. BBBPG 1888H, aged about 55 years, and (2) SRI SHIMUL GANGULY, PAN No. ACXPG

hulleswood Saha

NAME.

NAME.

NAME.

ADD. JA KS Ray RL

RS.

-5 DEC 2019

S. C.-1 A T. JEE Kall

Licensen Land Vandor

C. C. Court

28.3, K. S. Roy Road, Kol-1

9 5 DEC 2010

Jankiku Mandamblum Payanter Mandamble Mandambl Danglin of Sin Light And Champan Danglin of tigh there p. O, horland w. 100001'

ADDITIONAL RECISTRAR OF ASSURANCE IL KOLKATA

1 9 DEC 2019

To 4 .....

9407E, aged about 54 years, both are sons of Sri Amiya Kumar Ganguly, both are by faith-Hindu, both are in occupation of service and both are residing at 6/2A, Seal's Garden Lane, 1<sup>st</sup> Floor, Kolkata-700002 (hereinafter called "the Vendors") of the One Part.

#### -AND-

SMT. PHULLESWARI SAHA, PAN No. FTOPS 4151N, aged about 37 years, wife of Sri Subash Saha, by faith-Hindu, by occupation-Business, residing at 222/223, Acharya Profulla Chandra Koad, Shyambazar, Kolkata-700004, West Bengal (hereinafter called ("the Purchaser") of the Other Part.

WHEREAS One Sri Kalicharan Pramanik originally was the absolute Owner of ALL THAT piece or parcel of land herediatment containing an area measuring 30 Bighas comprised in C.S Dag No. 48 Khatian No. 133 of the Mouza-Madurdaha, J.L No. 12, Touzi No. 2998, R.S No, 212, Dag Hossainpur, -P.S Tollygunge in District 24- Parganas (S).

AND WHEREAS By a Deed of permanent settlement in the year 1950 the said Kali Charan Pramanik transferred arid conveyed in permanent settlement the said land to Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik while peacefully seized and possessed of the said 30 bighas of land in C.S Dag No. 448, Khatian No. 133 of the Mouza-Madurdaha, J.L No. 12, Touzi No, 2998, R.S No. 212, Dag-Hossainpur, P.S Tollygunge in District 24-Parganas (S), recorded their names in R.S Khatian No. 189, R.S Dag No. 455 in respect of the said land.

AND WHEREAS The said Biswanath Pramianik, Satish Chaiidra Pramanik and Patiram Pramanik converted the said land into agricultural land and utilized the said land for growing paddy.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik thereafter had the land divided amongst themselves into three distinguished plots being Plot No. 'A', 'B! and 'C' which were respectively the western, middle arid western plots each having an area of 10 Bighas or thereabout and recorded in the R.S Khatian in their names.

**AND WHEREAS** Biswanath Pramanik while seized and possessed of the Western most plot 'C' by a Kobala dated 6<sup>th</sup> March 1961 registered at Alipore Sub-registry office in Book No.1, Volume No. 46,

Pages 61 to 65, being No. 1761 for the year 1961 sold transferred and conveyed his said land 10 Bighas of Sail land to Jiban Krishna Basu.

AND WHEREAS The said Patiram Pramamk while seized and possessed of the middle Plot 'B' by a Kobala dated 19.8.1961 registered at Alipore Sub-Registry office in Book No.I, Volume No. 135, Pages 47 to 51, being No. 6934 for the year 1961 sold and transferred his said 10 Bighas Sali land to Dhirendranath Moitra and Nirupam Moitra.

AND WHEREAS In or about 1978 and early 1979 the said Jiban Krishna Basu, Dhirendra Nath Moitra and Nirupam Moitra by several registered deed of conveyance conveyed transferred all that the said 20 bighas of land and all their right title interest claimed or demand in upon or over the said land and every portion thereof by way of 36 plots each plot comprised of 6.5 cottahs and as apart of common area 4 cottah 10 Cbittak more or less in favour of Amiya Sankar Nandy and others in the manner and to the extent specified in the several deed of conveyance executed in favour /of the said Amiya Sankar Nandy and others.

AND WHEREAS By virtue of diverse acts, deeds and instruments and finally by and under registered deed no. 12144 of dated 16.07.1992 the Owners (1) SHAYAMALI GOPTA (2) ASHALATA B1SWAS (3) ARINDAM BHATTACHARJEE, (4) BISHNUPADA CHATTERJEE (5) AMIYA KUMAR GANGULY (6) KRISHNA MONDAL (7) MAYA CHAKRAVORTY (8) SANJAY KUMAR M1TRA (9) KALPANA CHOUDHURY (10) ANIMA KARABI (11) ARUN PROKASH MITRA (12) BHATTACHARJEE GHOUDHURY (13) DR. NAZRUL ISLAM (14) BASUDHARA GANGULY (15) (a) SWATI BHATTACHARJEE (b) MANJU BHATTACHARJEE (16) AMAL CHANDRA DAS (17) a) SANKAR RANJAN MONDAL (b) SUDHA MONDAL 18) PRANAB KUMAR BISWAS (19) RUMA GANGULY (20) PRADIP KUMAR GANGULY (21) NIRMAL CHANDRA GUHA (22) ABHIJIT CHAKRAVORTY (23) GOUTAM RAY (24) JAYANTA GHOSH (25) RATNA MITTER (26) SONALI ADHIKARI (27) (a) NASIMUL BANI b) JASMINA KHANAM (28) PRANAB KUMAR CHATTERJEE (29) BALAI CHANDRA NASKAR (30) BANI NASKAR (31) ASHIM NASKAR (32) a) BHARATI KUMIR B) LATIKA MUKIR (c) SUMITRA KUMIR (33) HIMADRI DUTTA (34) KANIKA CHATTERJEE (35) DEB KUMAR GANGULY (36) MAHARATHI ADHIKARY (37) SANTIDEBI GUPTA (38) IRA GUPTA (39) ARUN KUMAR CHOWDHURY (40) SAKTI PROSAD SARKAR (40) a) SIDDHARTHA SANKAR DUTTA b) SUDHA. SANKAR DUTTA (42)

LALA BANDYAPADHYA (43) BANI BHOWMICK KANA1 NIHARENDH, CHOUDHURY (45) ASHOKE KUMAR SIKDAR (46) GITA DUTTA (47) SAUMYA PAUL (48) KAMALAKHYA GOSWAMI (49) RITA MUKHERJEE (50) DIPTI BARMA (51) RITA BHOWMICK (52) ANJULA CHAKRAVORTY (53) MAKHANLAL MAZUMDAR (54) SHEULI BANERJEE (55) RATNA CHATTERJEE (56) TAPATI BOSE (57)(a) SADHAN- DUTTA (b) PROMITA DUTTA (58) DR RANJIT CHAKRAVORTY (59) MIRA BHOWMICK (60) CHAMPAK CHOWDHURY (61) KALPANA MONDAL (62) SANDHYA SATPATI (63)a) JASODEB CHAKRAVORTY and (b) TAPODEB CHAKRAVORTY (64) DR CHUNILAL DEB (65) SUSOMA CHOWDHURY (66) DR SATYA RANJAN MAJUMDER (67) BHUBAN MOHAN BHATTACHARJEE (68) SREEJIB CHANDRA MOITRA 69) ARGHA BOSE (70) HARIT BHATTACHARJEE (71) BURUNA DUTTA and (72) SUSMITA BANERJEE herein becomes absolutely seized and possessed of 14 bighas 19 cottahs and 10 chittaks more or less of Sali land as specified in the First Schedule hereunder written.

**AND WHEREAS** That the Owners predecessors' interest and others had framed a for development of the said land.

**AND WHEREAS** In terms of the scheme in so far as the same applies to the land in the First Schedule therein of which the Owners therein

the Joint Owners, Sri Amiya Kumar Ganguly father of the Vendors entitled to Plot No.31 of the said Property and the other Owners therein accordingly agreed to transfer and allot the said Plot in favour of the Allottee Sri Amiya Kumar Ganguly the Donor father of the Vendors herein to enable to own and possess the same subject to the terms contained therein.

AND WHEREAS Subsequently a Deed of Allotment was registered on 31st August, 1992 in favour of the said Allottee Sri Amiya Kumar Ganguly, herein in respect of a plot of Sali land being plot no. 31, measuring about 2 Cottahs 14 Chittaks 20 sq.ft more or less comprised in Mouza-Madurdaha, Dag-Hossainpur, R.S dag No. 455, R.S Khatian No. 189, J.L No. 12, R.S No. 212, Touzi No. 2998, Pargana- Kalikata, P.S Kasba now Tiljala, Dist 24 Pgs (S) together with easements rights and recorded in BoqkyNo.I, Being No. 14787 for the year of 19S2..D.R Alipore.

AND WHEREAS By virtue of the said registered Deed of Allotment dated 31<sup>st</sup> August 1992 the Allottee Sri Amiya Kumar Ganguly became the absolute Owner of the said Plot of land and absolutely seized and possessed of the same by mutating his name in the record of the B.L & L.R.O and Calcutta Municipal Corporation now known as

K.M.C being Premises No. 638, Madurdah, P.S Tiljala, Kolkata-107 under Assessee No.311080S0380, by paying taxes thereto.

AND WHEREAS Sri Amiya Kumar Ganguly was desirous to gift his said entire plot of land absolutely to his two sons namely, Sri Palash Ganguly and Sri Shimul Ganguly, the Vendors herein and whereas both Sri Palash Ganguly and Sri Shimul Ganguly have agreed to accept the same as gift from their father Sri Amiya Kumar Ganguly.

AND WHEREAS Sri Amiya Kumar Ganguly decided to gift the entire plot of Land in question which was under his absolute ownership free from all types of encumbrances and the said property in question was his self acquired property and was not inherited property from his any of predecessors and the same was absolutely transferable under the eye of law to his two sons through a Deed of Gift.

AND WHEREAS by a Registered Deed of Gift dated 30<sup>th</sup> May, 2011 executed in favour of Sri Palash Ganguly and Sri Shimul Ganguly by Sri Amiya Kumar Ganguly, which was registered in Book No. I, CD Volume No. 8, Pages 6338 to 6349 being No. 04144/2011 before District Sub Registrar-III of South 24-Parganas in consideration of the natural love and affection which the father of Vendors had and still

has for the Donors, i.e. Vendors the latter being his sons, the Donor father of the Vendors do thereby and thereunder renounce said land measuring about 2 cottahs 14 chittaks 20 sq. ft more or less comprised in Mouza- Madurdaha, Dag-Kossainpur, R.S dag No. 455, Khatian No. 189, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana-Kalikata, P.S-Kasba, now Tiljala, District-24-Parganas (South) being Premises No. 638, Madurdah, P.S-Tiljala, Kolkata-700107 together with easements rights and right title and interest with intent to vest the same in and grant, convey, transfer, give and assure and to the user of the Vendors, freely and voluntarily, the property mentioned and described in the Schedule hereto and hereinafter referred to as the said property and delivered the possession of the same unto and in favour of the VENDORS TO HAVE AND TO HOLD the same for their use and benefit absolutely and unconditionally forever together with title, deeds, writings, and other evidences of title and the father of the Vendor's who was DONOR do thereby covenant with the Vendors, their respective heirs, executors, administrators, representatives and assigns, that notwithstanding any acts deed or things heretofore done, executed or knowingly suffered to the contrary the Donor is now lawfully seized and possessed of the said property free from any encumbrances, attachments or defect in title whatsoever and thatr Phullesware sula

the Donor has full power and absolute authority to gift the said entire property, to his sons in the manner aforesaid AND the Donees (Vendors) shall thereafter peaceably and quietly hold possess and enjoy the said property in khas or through tenant without any claim or demand whatsoever from Sri Amiya Kumar Ganguly or any person claiming through or under him AND further that his heirs, executors, administrators, and assigns covenant with the Vendors their respective heirs, executors, administrators and assigns to save harmless, indemnify and keep indemnified the Vendors their respective heirs, administrators or assigns from or against all encumbrances, charges or equities whatsoever and the Donor Sri Amiya Kumar Ganguly his heirs, administrators or assigns further covenant that he or they shall at the request and cost of the DONEES i.e. Vendors their respective heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts deeds and things whatsoever for further and more perfectly and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. AND THAT the Vendors accepted the Gift of the said described in Schedule thereunder made as testified by them being a Party thereto and executing that became the absolute owners of the said entire property.

AND WHEREAS the Vendors have decided to sale the said piece of land in question to meet their extreme financial problem which they have occurred from the year 2015 to 2019 due to exorbitant medical expenses, medicines and to control other irregular situation and for what they had to collect the money to meet their requirements and which were very much necessary and the Vendors were not getting any other source or way out but to sale the property in question, approached the Purchaser and after due diligence and consideration of other points the Purchaser offered Rs.70,00,000/- (Rupees Seventy Lakhs) to the Vendors as their ultimate reach to purchase the said piece of land in question when the Vendors were in such a predicament situation which was beyond their control could not wait for better offer and agreed to sale the land in question in the quoted amount by the Purchaser.

AND WHEREAS The Purchaser having several quaries with regard to the land in question and considering extreme of urgency "the Vendors" decided to Purchaser the property in question and promised the quoted amount to be paid as advance money to meet their

hardship and accepted the proposal of the Purchaser when made formal enquiries with regard to the land in question after making necessary due diligence, more over "the Purchaser" agreed to purchase the property in question only at a value of Rs.70,00,000/- (Rupees Seventy Lakhs) as full and final settlement and made payment of Rs.60,00,000/- (Rupees Sixty Lakhs) before the execution of the Deed of Conveyance or instant sale Deed to the Vendors through cheques as per their understanding which took place between "the Vendors" and 'the Purchaser".

The mode of payments and its details are more fully described in the Schedule 'B'.

# THE VENDORS hereby COVENANTS with the Purchaser as follows:

1. The said premises and/or property i.e. ALL THAT a piece and parcel of lands measuring 2 Cottah, 14 Chittak, 20 sq. ft. at scheme Plot No. 31, Mouza-Madurdaha, DAK-Hossainpur, J.L No. 12, R.S. No. 212, Touzi-2998, Parganas-Kalikata, P.S-Tiljala, R.S. Dag No. 455, R.S. Khatian No. 189, K.M.C. Ward No. 108, Premises No. 638, Madurdaha, Kolkata-700107 shall be quietly entered into and upon

and held and enjoyed and the rents or profits (if any) received therefrom by the Purchaser without any interruption or disturbance by the Vendors or any person claiming through or under him and without any lawful disturbance or interruption by any other person whatsoever.

- 2. 'The Vendors' shall at the cost of the person requiring the same execute and do every such assurance or things necessary for further moiré perfectly assuring the said premises/property in question to "the Purchaser", her heirs, assigns, agents, legal representatives as may reasonably required.
- 3. The said premises is free from all eucmbrances, charges, claims and liens, except the lien in favour of the Vendors in respect of the sum of Rs.10,00,000/- (Rupees Ten Laksh), Rs.5,00,000/- (Rupees Five Laksh) to each of the two Vendors, if not paid as full and final settlement of the sale amount of the property in question on or before or at the time of registration of this Sale Deed dated between the above mentioned parties.

**PROVIDED ALWAYS** and it is hereby agreed wherever such an interpretation would be requisite to give the fullest possible scope and

effect to any contract or covenant herein contained the expression "the Vendors" and "the Purchaser" herein before includes their respective heirs, legal representatives, successors and assigns.

#### IN WITNESSES as follows:

1. In consideration of Rs.60,00,000/- (Rupees Sixty Lakhs) part of the total price of Rs.70,00,000/- (Rupees Seventy Lakhs) paid before the execution of this Deed by the Purchaser to 'the Vendors' Rs.30,00,000/- (Rupees Thirty Lakhs) to each Vendor i.e. Rs.30,00,000/- + Rs.30,00,000/- =Rs.60,00,000/- the receipt of which 'the Vendors' hereby acknowledge and of the sum of Rs.10,00,000/- (Rupees Ten Lakhs) being the total remainder i.e. Rs.5,00,000/- (Rupees Five Lakhs) to the each Vendor of two Vendors i.e. Rs.5,00,000/- + Rs.5,00,000/- =Rs.10,00,000/- before the time of registration of the Deed, the Vendors as owner hereby transfer by way of sale to the Purchaser all that property morefully described into schedule 'A' hereto TO HOLD the same to the Purchaser as absolute owners.

#### NOW THIS DEED OF SALE WITNESSETH

That the Vendors are absolute joint owners of the property in question which is more fully described in Schedule 'A' hereinafter and the absolute owner of the right, title, interest of the property in question jointly and severally in 50:50 ration and both the Vendors are desirous to sale their respective portion of trhe property in question jointly and severally to "the Purchaser" at an amount of Rs.70,00,000/- (Seventy Lakhs) only without considering any further option for their extreme requirement of funds occurred due to some irregular and exorbitant expenses they had to meet for last few years and the Purchaser is ready to purchase the said land in question and all the parties of this Deed of Conveyance are acting under this own Will, intelligence and understanding and without been influenced by any third party.

## SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT Plot No. 31 piece or parcel of being Sali Land proposed to be Bastu containing area of 2 Cottahs 14 Chittaks 20 sq. ft. be the same a little more or less without any structure comprised within R.S. Dag No. 455 under R.S. Khatian No. 189 of the Mouza-Madurdaha Dak Hossainpur, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana

Phullesmari saha

Kalikana Police Station-Kasba (formerly P.S. Tollygunge) now under Tiljala P.S. within the limits of Kolkata Municipal Corporation proposed Bastu without Construction being Premises No. 638, Madurdah, Ward No. 108, Kolkata-700107, Unit Jadavpur, and all easement rights over and beneath 23 ft. wide common passage leadings to the Municipal Road, Road Zone Not adjacent EM Bye Pass-Hossainpur/Mukundapur as also all other common portions as

On the South by : 23 ft wide Road; (Not adjacent to EM Bye Pass);

specified in the map annexed hereto and coloured in Red and the said

On the North by : Plot No. 36;

Plot is butted and bounded as under:

On the East by : Part Land of Dag No. 455;

On the West by : Plot No. 32;

## **SCHEDULE 'B' ABOVE REFERRED TO**

Mode of Payment of Rs.60,00,000/- (Rupees Sixty Lakhs) to the Vendors by the Purchaser on diverse dates through several cheques.

#### Payment made to Sri Palash Ganguly

1. Rs.20,00,000/- (Rupees Twenty Lakh) by Cheque No. 550204 dated 20.03.2019 Drawee Bank is State Bank of India, Bagbazar Branch Cheque issued by S.S. Sarees, Smt. Phulleswari Saha the proprietor.

2. Rs.10,00,000/- (Rupees Twn Lakhs) by Cheque No. 049944 dated 14.11.2019, Bank of Maharastra, APC Road Branch, Cheque issued by Phulleswari Saha, Proprietor M/s. S.S. Sarees, Rs.5,00,000/- paid on 17<sup>th</sup> December, 2019 by Cheque No. 049947 dated 17.12.2019.

Rs.20,00,000/- + Rs.10,00,000/- + Rs.5,00,000/- =Rs.35,00,000/- paid to Palash Ganguly by  $19^{th}$  December, 2019 as full and final.

### Payment made to Sri Shimul Ganguly

- 1. Rs.20,00,000/- (Rupees Twenty Lakhs) by Cheque No. 049939 dated 20.03.2019 from Bank of Maharastra, APC Road, Branch Cheque issued by Phulleswari Saha, Proprietor of M/S. S.S. Sarees.
- 2. Rs.10,00,000/- (Rupees Ten Lakhs) by Cheque No. 049943 dated 14.11.2019 from Bank of Maharastra, APC Road Branch, Cheque issued by Phulleswari Saha, Proprietor of M/s. S.S. Sarees, therefore Rs.20,00,000/- + Rs.10,00,000/- and Rs.5,00,000/- paid on 17<sup>th</sup> December, 2019 by Cheque No. 049946 dated 17.12.2019 by the Purchaser of same Bank.

Total =Rs.35,00,000/- by 17<sup>th</sup> December, 2019 paid to Shimul Ganguly as full and final settlement.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

1. Subash sha 222/223, APC Rd kolkala - 700004 1. Palash Ganguly.
2. Minnel hanguly.

Signature of the Vendors

2. Rajyashre Rundy Karkeyn Phulleswall Saha

Signature of the Vendee/Purchaser

Drafted by:

Ms. Rajyashree Chowdhury Mukherjee

Advocate RCM Law Associates 7A, K.S. Roy Road, 2<sup>nd</sup> Floor, Rear Side, Room No. 9 Kolkata-700001.

F1087/1014/08/996.

PROPOSED SCHEME PLAN IN MOUZA MADURDAN ON PORTION OF REPAGNE 452 WARD HE IOB UNDER RO. KARBA DIST SOUTH 24 PARGANA DOALE .. BO' d - 1'INCH R & KHATIAN MP 189 Aber of a PART BAND OF DAR WE ARE to an Obligation of from Probabilities Tought Chair hery I'm Latter Lighter 11. Prant Kenne 1 real
12. Rum (2 real)
12. Rum (2 real)
13. Rum (2 real)
14. New Cylectri (total)
15. New Cylectri (total)
16. New Cylectri (total)
16. New Cylectri (total) Similar Kumir pach Di ita 12.18年春度2.3 Marmay Chrishum Adole Kumar Südür od Streph Chra 1. Palash Ganguly 2. Shimulflanguly,

## SPECIMEN FORM FOR TEN FINGER PRINTS

SI. No.	Signature of the executants/ Vendors/ Purchasers Presentants					
	Palash Gangn					
		Little	Ring	Middle (Left	Fore Hand)	Triemb
	- ' '	<sup>4</sup> Thumb	Fore	Middle (Right	Ring Hand)	Little
	Shimm banyuly				110	
		Little	Ring	Middle (Left	Fore # Hand)	Thumb
						Pi,
		Thumb	Fore	Middle (Right	=Ring Hand)	Little
	Phullesware's Sulva					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2019, Page from 287538 to 287573 being No 190207292 for the year 2019.



Smeandal

Digitally signed by TUSHAR KANTI MĂNDÁL

Date: 2019.12.31 15:49:58 +05:30 Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 2019/12/31 03:49:58 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

Phullesward Saha

(This document is digitally signed.)