

806407/1 (3)

F- 01827



02BB 790101



Bijoy Kumar Das,

Mr. [Signature]

[Signature]

21/9/05
at 7:30 PM
at [Signature]
New Delhi
3389/-
E 7/-
E 7/-
H 28/-
U 4/-
3335/-

Registered vide G. O. No. 3271
of 21/09/05
G. O. No. 8550/-
Registration Fee 946/-

[Signature]
[Signature]
07/03/06 07/03/06

THIS INDENTURE OF CONVEYANCE made on this 21st day

of September, Two Thousand Five BETWEEN SRI BIJOY KUMAR DAS son of Late Ramesh Chandra Das, by faith Hindu, by occupation Business, residing at 6, South Park, 2nd Floor, Flat No. 5, CHARUBHABAN, under Police Station Purba Jadavpur, Kolkata-

700 075, hereinafter called the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the

8550/-
FIRST PART,

847498

06/03/06
946/-

471200/-
17010/-
07/03/06



02BB 790102

A N D

SRI NIHARENDU DATTA son of Late Bhupati Mohan Datta, by faith Hindu, by occupation Service, residing at CHARUBHABAN Ground Floor, Flat No.1, 6, South Park, Santoshpur, under Police station Purba Jadavpur, Kolkata- 700 075 hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives, nominees and assigns) of the SECOND PART;

100Rs.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

00AA 750077

A N D

SMT. PUSPA RANI DAS widow of Late Gopal Chandra Das, by faith Hindu, by occupation House-wife, residing at 24, Raja S.C. Mullick Road, RAMESH BHABAN under Police station Jadavpur, Kolkata- 700 032 hereinafter called the EXECUTRICES of the last WILL of Late Ramesh Chandra Das/ CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrators, heirs and legal representatives) of the THIRD PART;

WHEREAS one Ramesh Chandra Das son of Late Ganga Sagar Das who was a Hindu governed by the Dyabhaga School of Hindu Law resident of 24, Raja S.C. Mullick Road, P.S. Jadavpore, Kolkata- 700 032, purchased one plot of Bastu land from "The Modern House and Development Company", 9, Gariahat Road, measuring 5 Cottahs 33 sq.ft. at Mouza Santoshpur Village, J.L. No. 22, under R.S. Khatian No. 167 in portion of Dag No. 70 under Police station Jadavpore, in the District of South 24- Parganas which was executed on 03.12.1951 and Registered on 13.02.1952 in the office of the Sub-Registrar of Alipore Being No. 766 in the year 1952.

AND WHEREAS the said Ramesh Chandra Das during his lifetime amongst several other properties was seized and possessed of or otherwise well and sufficiently entitled to as the sole and absolute owner of the above said Bastu land hereditaments and premises and constructed thereon one partly two storied and partly three storied building from his own money which was standing thereon presently within Ward No. 103 of the Kolkata Municipal Corporation presently Municipal premises No.6, South Park and name of the building as CHARUBHABAN, P.S. Purba Jadavpur, Kolkata- 700 075 (hereinafter referred to as the said property) for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances:

AND WHEREAS the said Ramesh Chandra Das who wedded one Smt. Charubala Debi and out of their wedlock were born 5 sons and 2 daughters namely (1) Sri Gopal Chandra Das, (2) Sri Ajit Kumar Das, (3) Sri Biswanath Das, (4) Sri Sambhunath Das, (5) Sri Bijoy Kumar Das, (6) Smt. Soudamini Das and (7) Smt. Parimal Das, during his lifetime unfortunately his elder son Gopal Chandra Das died intestate at Calcutta in the month of February, 1975 leaving him surviving his widow Smt. Pushpa Rani Das, along with her four sons and two daughters who were looked after by the said Ramesh Chandra Das who was her father-in-law and their grand father respectively, and the said Ramesh Chandra Das gave married his aforesaid two daughters spending huge money and they were affluent and were living a good life with their husbands in their in-laws-house.

AND WHEREAS the said Ramesh Chandra Das who during his lifetime and at the time of his death who was a Hindu Governed by the Dayabhaga School of Hindu law departed from his life at the age of 82 years testate as his LAST WILL of his above said property "Charubhaban" at Calcutta leaving him surviving his widow Smt. Charubala Das since deceased his four sons namely (1) Sri Ajit Kumar Das, (2) Sri Biswanath Das, (3) Sri Sambhunath Das, (4) Sri Bijoy Kumar Das and daughter-in-law of elder son's widow Smt. Puspa Rani Das only heirs and heiress of the said property absolutely,

exclusively and in equal in shares, but the said Ramesh Chandra Das died not give any share of his aforesaid two married daughters of the said property, because he spent huge money in their marriage and they were well off and were living a good life with their husbands.

AND WHEREAS the said Late Ramesh Chandra Das in his last WILL appointed his three sons and widow of Late elder son's wife Smt. Puspa Rani Das as joint executors and executrix respectively. The three sons of said Late Ramesh Chandra Das who were namely (1) Sri Ajit Kumar Das, (2) Sri Biswajit Das, (3) Sri Sambhunath Das and (4) Smt. Puspa Rani Das widow of his elder son of Late Gopal Chandra Das, in that WILL the said Ramesh Chandra Das expressed his intention about his above property "Charubhaban" as each of his three sons including his youngest son Sri Bijoy Kumar Das and widow of his elder son's wife Smt. Puspa Rani Das will got 1/5th equal share of the said property which is described morefully and particularly hereunder in the Schedule "A".

AND WHEREAS after death of said Ramesh Chandra Das the aforesaid WILL was put up for probate in the Court of the District Delegate at Alipore under Act 39 Case No. 172 of 1979 in the name of Estate RAMESH CHANDRA DAS in the name of applicants (1) Sri Ajit Kumar Das, (2) Sri Biswanath Das, (3) Sri Sambhunath Das

and (4) Smt. Pushpa Rani Das and the said probate was granted on 1st day of July in the year 1980.

AND WHEREAS in terms of that grant of probate of the last will of the said Late Ramesh Chandra Das in equal 1/5th share of the aforesaid property being No.6, South Park, name of that building as CHARUBHABAN including share of land, P.S. Previously Jadavpur (now Purba Jadavpur), Kolkata- 700 075 ward No. 103 was devolved to the legal heirs and heiress of the said Late Ramesh Chandra Das equally each share to each of them namely (1) Sri Ajit Kumar Das, (2) Sri Biswajit Das, (3) Sri Sambhunath Das and (4) Smt. Puspa Rani Das widow of his elder son of Late Gopal Chandra Das respectively according to his last WILL

AND WHEREAS in terms of that probate WILL and in terms of grant of the Court of District Delegate Sri Bijoy Kumar Das (Vendor herein) got 1/5th equal share by inheritance, the 2nd Floor flat and equal land share of the aforesaid property being premises No.6, South Park, Sanhtoshpur being flat No.5, CHARUBHABAN, P.S. Purba Jadavpur, Ward No. 103, Kolkata- 700 075 morefully and particularly described hereunder in the Schedule "A".

AND WHEREAS in terms of the said granted PROBATED WILL Sri Bijoy Kumar Das son of Late the said Ramesh Chandra Das

got one flat Being No.5 in the Second Floor admeasuring 512.24 sq.ft. covered area being the premises known as CHARUBHABAN, No.6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, One Privy, one Kitchen, one Store, One Varanda, and one open terrace in the front side of the said flat for common use with the other co- owners of the said building along with the right to use other common portion and facilities commonly and equal 1/5th land share appertaining to the said property.

AND WHEREAS the said Sri Bijoy Kumar Das after getting the aforesaid property, recorded his name in the then C.M.C. now K.M.C. recorded by giving taxes time to time and his Assessee No. 31-103-44-0060-3 accordingly his Corporation recorded address of his said property is known and numbered as 60, South Park, Santoshpur, P.S. Purba Jadavpur, olkata- 700 075 and his mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075.

AND WHEREAS while the said Sri Bijoy Kumar Das became absolute owner of the aforesaid property and seized and possessed well and sufficiently free from all encumbrances, in need of money he desires to sell his said property and declares for and at a consideration

of Rs.3,00,000/- (Rupees three lacs) only of the Vendor herein, knowing the intention of the Vendor herein, the Purchaser herein approached to the Vendor to purchase the same at or for lump sum price of Rs.3,00,000/- (Rupees three lacs) only and the Vendor accepted the said offer and agreed to dispose of the flat No.5 admeasuring more or less 512.24 sq.ft. consisting of two Bed rooms, one store room, one Kitchen, one Toilet, one Privy, one Varanda and one open terrace in the front side in the said property for common use with the other co- owners and undivided impartible proportionate share of land underneath the said building only. But excluding the land share he got equally together with his co- shares by inheritance in terms of his late father's last WILL probated from the District Deligate Court at Alipore on 1.7.1980 being premises No.6, South Park ' CHARUBHABAN' Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 under K.M.C. Ward No.103 morefully and particularly described in the Schedule "B" hereunder.

AND WHEREAS by an agreement dated on 30th May, 2005 the Vendor herein has agreed to sale and the Purchaser herein has agreed to purchase the said flat No.5 covered with Asbestos shed 2nd floor (top floor) of the said building admeasuring 512.24 sq.ft. covered area at the said building being premises No.6, South Park, Santoshpur, "CHARUBHABAN" , P.S. Purba Jadavpur, consisting of 2 Bed

rooms, 1 kitchjen, 1 toilet, 1 privy, 1 store room, 1 varanda and one open terrace in the front of this said flat common with other co-owners, with fittings and fixtures thereof free from all encumbrances, attachments, liens, trusts, lispendents and other defects in title for and at a consideration of Rs.3,00,000/- (Rupees three lacs) only out of which Rs. 1,00,000/- (Rupees one lacs) only was paid as earnest money by cash and remaining Rs. 2,00,000/- (Rupees two lacs) only will be paid on the date of execution and registration of this deed of conveyance and the Vendor has agreed to execute the deed of sale in favour of the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that in terms of the aforesaid agreement and in consideration of Rs.3,00,000/- (Rupees three lacs) only being the full amount of consideration of the said flat No. 5(roof covered with Asbestos shed) 2nd floor of the building well and truly paid by the Purchaser gto the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admis and acknowledges and does acquit release and for ever discharge to the Purchaser herein and the said Flat No. 5(roof covered with asbestos shed at the back side of the said building on the 2nd floor at the 'CHARUBHABAN' and the proportionate undivided share in the land underneath the said premises being No.6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 intended to be

hereby transferred) the Vendor doth hereby sell, convey, transfer, assign, acquit, release, discharge and assure unto and in favour of the Purchaser his heirs, legal representatives and/ or assigns and every one of the ALL THAT the said Flat No.5 (roof covered with asbestos shed) on the 2nd floor situate lying and being known and numbered as Premises No.6, South Park, Santoshpur, 'CHARUBHABAN' P.S., Purba Jadavpur, Kolkata- 700 075 which is depicted and delineated in the plan or Map annexed herewith bordered in RED border. TOGETHER with all rights, privileges, vertical and lateral supports, easements and quasieasements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said premises AND TOGETHER WITH the perpetual and irrevocable rights to use the commons passages unto and to the use of the Purchaser or Howsoever Otherwise the said premises or any part thereof now are or is or at any time or times hereto before were or was situated, butted and bounded, reported, called, known, numbered, described for distinguished TOGETHER WITH all and singular the walls, yards, ways, compounds, paths, passages, water, water-courses, sewers, ditches, drains, advantages of ancient and other rights, lights, liberties, easements, profits, privileges, advantages, rights and appendages and appurtenances whatsoever to the said premises belonging to or any wise appertaining thereto or with the same or any part thereof now or at any time therefore usually held, used, occupied

or enjoyed or reputed therewith or known as part, parcel, member thereof or by appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and rent, issues and profits thereof and every part t hereof TOGETHER WITH all deeds, documents, writing, vouchers and other evidence, title relating to the said property or any part thereof and all estate, right, title, interest, use, inheritance AND THAT NOTWITHSTANDING any such act, deed matter or thing whatsoever as aforesaid the Vendor now has in himself good right, full power and lawful and absolutely authority to sell, convey, transfer, assign and assure the said flat (roof covered with asbestos shed) and expressed so to be unto and to the use of the Purchaser free from all encumbrances and liabilities whatsoever and the proportionate impartible undivided share in the land underneath the said building, hereby conveyed and assured and intended so to be unto and to the use of the Purchaser AND it shall be lawful for the Purchaser from time to time and at all times hereinafter peaceably and quietly possess, to enter upon and enjoy the said flat No.5 (roof covered with Asbestos shed) on the Second floor and for his own, use and benefit and receive the rents and issues and profits thereof without any interruption, claim and demand whatsoever for or by the Vendor or by any person or persons lawfully and equitably claiming under or in trust for the Vendor that free and clear and freely and clearly and absolutely acquitted, exonerated and discharged from or by the

Vendor or his predecessor-in-title and well and sufficiently save, defended and kept harmless and INDEMNIFIED of from and against all manners of former or other estates, rights, titles, interest, liens, charges and encumbrances by them or any predecessor-in-title or any person or persons lawfully or equitably or rightfully claiming/ to claim by or in trust for him.

THE SCHEDULE 'A' ABOVE REFERRED TO

(THE BUILDING)

ALL THAT the piece and parcel of land hereditaments and premises admeasuring 5 (five) Cottahs 33 (Thirty three) sq.ft. be the same a little more or less situated lying hereon partly two storied and partly three storied building named 'CHARUBHABAN' under R.S. Khatian No. 167, and portion of R.S. Dag o. 70, in Mouza Santoshpur, J.L. No. 22, under Police station formerly Jadavpur now Purba Jadavpur, Sub- Registration Office at Alipore, in the District of South 24- Parganas (formerly 24- Parganas) within the present limit of the Kolkata Municipal Corporation, under Ward No. 103, at premises No. 6, South Park, Santoshpur, Kolkata- 700 075 together with ways, water courses, sewer, drains, court yards, fixtures, fittings, structures, installations, easements, liberties, privileges and appurtenances thereto butted and bounded as follows :-

ON THE NORTH : By House of Shyamal Moitra;

ON THE SOUTH : By House of Khokan Datta;

ON THE EAST : By Corporation Road;

ON THE WEST : By House of Mr. Saha;

THE SECOND 'B' ABOVE REFERRED TO

(The flat No.5 roof covered with Asbestos shed)

ALL THAT Second floor self contained flat No.5 covered with Asbestos shed measuring more or less 512.24 sq.ft. covered area with fittings and fixtures thereof the existing 3 storied building thereon being premises No. (K.M.C. Recorded) 60, South Park, Santoshpur. 'CHARUBHABAN' P.S. Purba Jadavpur, Kolkata- 700 075 and postal Address is 6, South Park, Santoshpur, ward No. 103 with proportionate share of land underneath the said building along with the right to use existing water connection, drains, electrical connections, sanitary connections etc of the Second floor flat, consisting of two bed rooms, one Kitchen, one Toilet, one Privy, one Store room, one Varanda and one open terrace in the front side of this said flat common with other co- owners. The said flat No. 5 (roof covered with Asbestos shed) which is depicted and delineated in the map or plan annexed hereto bordered in RED .

IN WITNESS WHEREOF the parties hereto 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. *Gopinath Chandra Das.*
24, Raja S.C. Mukherjee Road.
Kolkata - 700032.

Bijoy Kumar Das
Bijoy Kumar Das
(VENDOR)

2. *Mahy Singha.*
Alipore Police Court
CU-27.

Nikhanda Datta
(PURCHASER)

[Signature]
(CONFIRMING PARTY)

Drafted by me,

Gita Bhattacharya.
Advocate

High Court, Calcutta.
Computer Print by me,

Bidhan Das
(BIDHAN DAS)
Alipore Police Court, Kolkata- 700 027.

Read & explained by me.

Gita Bhattacharya.
Advocate
High Court, Calcutta.

RECEIVED of and from the within named Purchaser the within mentioned consideration money of Rs.3,00,000/- (Rupees three lacs) only in the manner following:-

M E M O

1. On 30.05.2005 by cash

Rs. 1,00,000.00

2. To day by cash

Rs. 50,000.00

Si. Harpade Datta
2. By ^{Cheque} Draft No. 340336 dated 21.9.2005
on S. B. S. Hazra Road, Calcutta
drawn on

Rs. 2,00,000.00

Rs. 1,50,000.00

Rs. 3,00,000.00

(Rupees three lacs only)

WITNESSES:-

1. *Goinda Chandra Das*
24, Raja S. C. Mallick Road
Kolkata 700032.

Bigin Kumar Das

(VENDOR)

2. *Malay Singha*
Atipore Police Const
Al-27.

Bigin Kumar Das