



16/6/93
E. S. S. S.

Stamp paper under the Indian Stamp Act 1899
Stamp paper under the Indian Stamp Act 1899
Stamp paper under the Indian Stamp Act 1899
Stamp paper under the Indian Stamp Act 1899
Stamp paper under the Indian Stamp Act 1899

1030

A 627
E 7
3 65
M 25
M 16
7187

16-6-93

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the 16th day of June, One Thousand Nine Hundred and Ninety-three

Between

(1) Smt. Rina Pal, wife of Sri Subal Krishna Pal (nee' Kundu) and (2) Smt. Gita Kundu, daughter of late Harihar Kundu, both by faith Hindu, by occupation household duties, at present residing at C/o. Sri. Monotesb. Pal "Gobinda Nihag", Gyanra..... Police Station Rajarhat District 24-Parganae (North), Calcutta-700059, hereinafter called and referred to as the "VENDORS" which terms or expression shall unless excluded by or repugnant

Contd.....2.

Calcutta Odectorate.

Treasury

No. 3. 18/3



Presented for Registration at
the Calcutta Registration Office
on the 16/6/93

Signature of the Registrar
16-6-93

Rina Lal W/o Subal Kumar
Pal & Gita Munda D/o Sat
Hanchal Munda
W/o of Gobinda Nishan
Sargha D/o Rajanhar
Subal (M)

1 Rina Pal

4475

Rina Pal

4476
Gita Munda

100 fish
C. B. has A. d. w. at
Shugheer Cat

Gita Munda, A. d. w.
A. d. w.

Signature of the Registrar
16-6-93



-2-

to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns of the One Part.

A N D

Sri Tuhin Kanti Basak, son of Sri Nitai Sundar Basak, by faith Hindu, by occupation service, at present residing at 17 Murari Pukur Road, Govt. L.I.C. Housing Estate, Flat No. 7, Block-B, Calcutta-700067, hereinafter called and referred to as the "PURCHASER" which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns of the Other Part.

Whereas by a registered Deed of Patta dated 11th day of October, 1884 (equivalent to 19th Sraban, 1291 B.S.) registered in the Khardah Sub-Registry Office in Book No. 1, Volume No. 13, Pages 48 and 49 being No. 1471 for the year 1884 one Hare Krishna Mondal took Mourasi Mottarai Rayati

Contd.....3.

Contd.....8.

Ref
No
Date

Sri Ramesh Kumar
11.7.30 Mr A Govt
to Mr. Ramesh Kumar
C-67

3/6/30

2/6/30

6000
m
400
m

(130) -



11/7/30
11/7/30

Calcutta, 10/10/30.



-3-

Settlement of 16 Bighas (5.58 acres) of Bagan land along with Kulupukur of Dag Nos. 609 and 610 of Khatian No. 136 of Mouza Tegharis village, Pargana Calcutta, J.L. No. 9, R.S. No. 116, Touzi No. 1074, Thane Rajarhat, District 24-Parganas (now North 24-Parganas) at annual rent of Rs. 64/- from the then Zaminder Sri Krishna Kishore Roy.

And whereas the said Hare Krishna Mondal while seized and possessed of the said land by a registered Deed of Bengali Kobala dated 21st Baisakh, 1304 B.S. sold absolutely one half portion of the said land to one Bhuban Chandra Roy and by another registered Deed of Bengali Kobala dated 30th Baisakh, 1304 B.S. sold the other half portion of the said land to one Shyama Charan Mondal. Thereafter the said Bhuban Chandra Roy, on 30th Baisakh 1304 B.S., sold his half share of the said land to Shyama Charan Mondal who became the absolute 16 annas owner of the land.

Contd.....4.



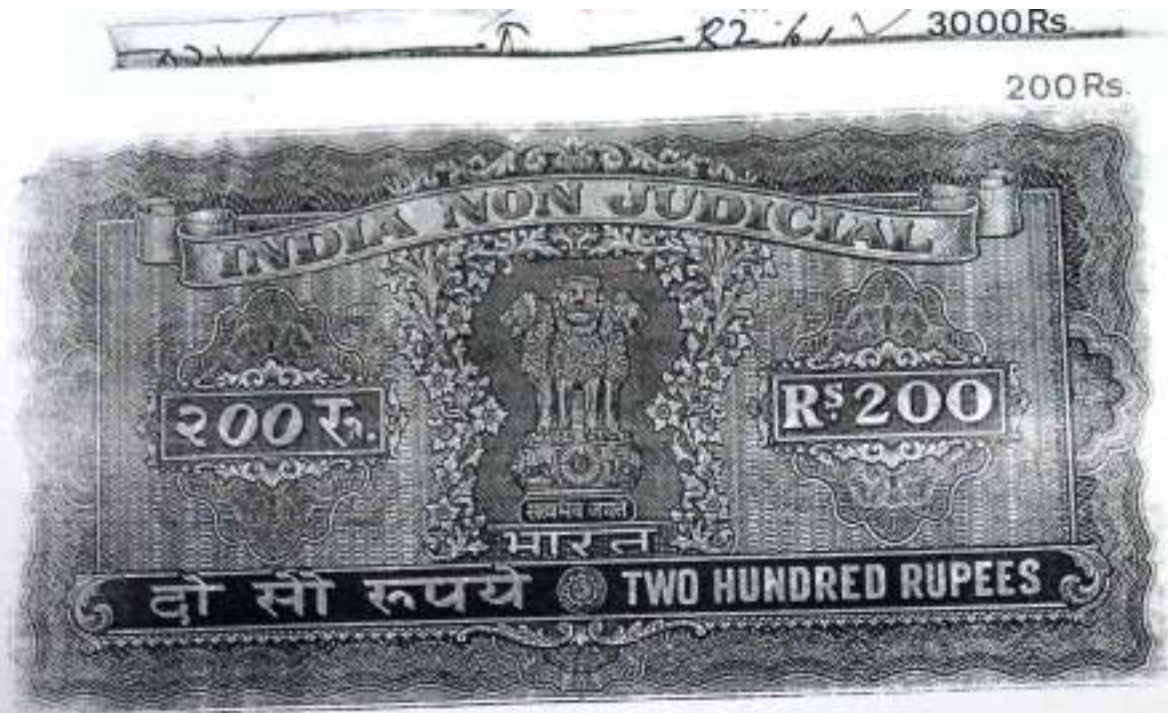
-4-

And whereas the said Shyama Charan Mondal by a registered Deed of Bengali Kobala dated 20th March, 1905 absolutely sold the said land to two brothers Narayan Chandra Saha and Kamal Krishna Saha who became absolute owners of the said land.

And whereas the said Narayan Chandra Saha died on 18th February, 1934, leaving his only wife Nirode Kumari Dassi, executing a Will dated 22nd June, 1929 appointing one Harendra Kumar Saha, son of Kamal Krishna Saha as Executor who obtained a Probate of the said Will on 26.8.1943 from the Hon'ble High Court at Calcutta.

And whereas the said Kamal Krishna Saha leaving behind him two sons Bhupendra Kumar Saha and Harendra Kumar Saha by his first wife Sukumari Dassi and two sons Sushil Kumar Saha and Anil Kumar Saha by his second wife Dukmani Dassi as his legal heirs. Sushil Kumar Saha died as bachelor and his mother Dukmani Dassi relinquished her rights in the said land in favour of Anil Kumar Saha.

Contd.....5.



-5-

And whereas Bhupendra Kumar Saha, Harendra Kumar Saha and Anil Kumar Saha, all sons of Late Kamel Krishna Saha thus acquired ownership of the said land by inheritance and by virtue of the said Will.

And whereas by a Bengali Deed of Kobala dated 26.8.1947 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. I, Volume No. 40, Pages 22 to 34, being No. 2135 and the 1947 the said Bhupendra Kumar Saha, Harendra Kumar Saha and Anil Kumar Saha sold the said land to Bijoy Krishna Roy.

And whereas by a Bengali Deed of Kobala dated 16.10.1947 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. I, Volume 49, Pages 209 to 222 being No. 2789 ^{for the} Year 1947 Radha Ramen Pal, Harimohan Pal purchased the half portion of the said land from Bijoy Krishna Roy and Radha Ramen Pal purchased the other half portion from Bijoy Krishna Roy by a registered Deed of Bengali Kobala dated 16.3.1948 registered in the Cossipore Dum Dum Sub-Registry Office in Book No. I, Volume 27, Pages 114 to 126 being

Contd.....6.

Contd.....8.



-6-

No. 1251 for the year 1948. Thereafter Manoranjan Roy and Anil Krishna Roy, the other two brothers of Bijoy Krishna Roy by a registered Deed of "Na_dabi" dated 27.3.1948 registered in Book No. I, Vol. 31, Pages 160 to 166 being No. 1432 for the year 1948 disclaimed and relinquished their rights in the said land.

And whereas by a registered Deed of Bengali Kobala dated 19th July, 1950 (equivalent to 3rd Sraban 1357 B.S.) registered in the Cossipore Dum Dum Sub-Registry Office in Book No. I, Volume No. 41, Pages 90 to 94 being No. 2369 for the year 1950 the Vendors' father Harihar Kundu purchased a plot of land being divided and demarcated plot 'D' measuring Three Cottahe Seven Chittake and Thirteen Square Feet of Dag Nos. 609 and 610 of Khatian No. 135 (Praja Khatian No. 136) J.L. No. 9, R.S. No. 116, Touzi No. 1074, Thana Rajarhat, District 24-Parganas, fully described in the Schedule below and constructed dwelling house thereon and lived with his family members.

R. Pal
G. Kundu

Contd.....7.

And whereas said Harihar Kundu died on 1969 leaving his wife Smt. Amiya Bala Kundu, three sons Sri Sunil Kundu, Sri Sudhir Kundu and Sri Pradip Kundu and three daughters - Smt. Sandhya Roy (nee' Kundu), Smt. Rina Pal (nee' Kundu), and Smt. Gita Kundu as his legal heirs who jointly inherited the said property described in the Schedule below in equal 1/7 (one-seventh) Share each and they constructed one storied and partly two storied building thereon.

And whereas by a Deed of Bengali Kobala dated 13th February, 1991 (equivalent to 30th Magh 1397 B.S.) registered in the District Registration Office, Barasat, District North 24-Parganas, in Book No. I, being Deed No. 956 for the year 1991, the said Sunil Kundu absolutely sold his undivided one-seventh (1/7) share in the property described in the Schedule below to his brothers the Vendors herein.

And whereas by a Deed of Gift dated 31st August, 1991 (equivalent to 14th Bhadra, 1398 B.S.) registered in the Office of the Additional District Sub-Registrar, Bidhan Nagar (Salt Lake City), District North 24-Parganas, in Book No. I, Volume No. 142, Pages 413 to 422 being No. 7890 for the year 1991 Smt. Amiya Bala Kundu and Smt. Sandhya Roy gifted their respective undivided one-seventh share (in total two-seventh share) in the property described in the Schedule below to the Vendors herein.

And whereas the Vendors have thus become the owners of undivided 2/7 (two-seventh) share of the property described in the Schedule below and thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property described in the Schedule below and

Contd.....8.

have good and absolute right and full power to sell the said property free from all encumbrances whatsoever.

And whereas by an Agreement for Sale dated 28th March, 1993, made between the Vendors and the Purchaser, the Vendors on receipt of earnest and part consideration money of Rs. 15,000/- (Rupees fifteen thousand) only have agreed to absolutely sell the property described in the Schedule below to the Purchaser at a price and consideration of Rs. 58,000/- (Rupees fifty eight thousand) only free from all encumbrances.

Now This Indenture witnesses that in pursuance of the said Agreement and in consideration of the said sum of Rs. 58,000/- (Rupees fifty eight thousand) only paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors doth hereby and under the receipt hereunder written admit and acknowledge and of and from the same and every part thereof they acquit release and discharge the Purchaser) that the Vendors doth hereby by these presents indefeasibly and absolutely grant convey sell, transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, lispendens and attachments All that undivided 2/7 (two-seventh) share in the piece and parcel of land measuring Three Cottaks, Seven Chittaks and Thirteen Square Feet (being divided and demarcated Plot No. 'D' in the registered Kobala dated 19th July, 1950 in R.S. Dag No. $\frac{591}{613}$ and $\frac{591}{614}$ (portion of C.S. Dag No. 609 and 610) of Khatian Nos. 494/1, 489/1, 251/1, 37/1, 464/1, 367/1 and 119/1 (Old Khatian No. 135) of Mouza Tegharis Village, Pargana Calcutta, J.L. No. 9, R.S. No. 116,

Contd.....9.

Touzi No. 1074, Police Station Rajarhat, within Copalpur-
Arjunpur No. 2 Gram Panchayat under Rajarhat Panchayat
Samity, Sub-Registry Office Bidhan Nāgar (Salt Lake City),
District North 24-Parganas, Calcutta-700059, together
with one storied and partly two-storied building dwelling
house thereon and all rights in the four feet common

passage on the west and 10' (ten) feet wide common passage
together with all rights in the pond / tank named as Kankarpur and its banks and ^{traces and}
on the South and all other rights, easements and easement

R. Pal
Co. purchaser

rights fully and particularly described in the Schedule
hereunder written or howsoever otherwise the same and
every part thereof now is or at any time hereto-before
was or were situate at butted and bounded called and
known numbered described or distinguished together with
all buildings walls fixtures and erections of every kind
and all legal incidents thereof and all yards ways paths
passages drains sewers water water-courses rights lights
ancient lights liberties easements privileges advantages
and appurtenances whatsoever to the said message land
hereditaments and premises or any part thereof belonging
or in anywise appertaining or usually held used occupied
or enjoyed therewith or deemed or reputed to belong or
be appurtenant thereto And All the Estate right title
interest property claim and demand whatsoever both at law
and in equity of the Vendors into or upon the said message
land hereditaments tenement dwelling house and premises
hereby conveyed and every part thereof To Have and To Hold
the same unto and to the use of the Purchaser his heirs,
successors, executors, administrators, representatives
and assigns absolute and For Ever free from all encumbrances
and claims of the Vendors or their predecessors-in-title
and the Vendors doth hereby covenant with the Purchaser

Contd.....10.

that the Vendors are absolutely seized and possessed of the said messuage tenement dwelling house land hereditaments and premises hereby conveyed free from all encumbrances And That notwithstanding any act deed or thing by the Vendors or their predecessors-in-title done executed or knowingly suffered to the contrary the Vendors have good right title and interest and full power and absolute authority to grant sell convey and transfer the said property hereby transferred sold conveyed or expressed or intended so to be is free from all encumbrances attachments liens lispendens or charge whatsoever and that the Purchaser shall and will at all times hereafter peaceably and quietly possess and enjoy the said premises hereditaments and tenement absolutely without any lawful interruption claim or demand whatsoever from or by the Vendors or any person or persons claiming through them or in trust for them or their predecessor-in-title or interest free and clear of all manner of claims, charges, liens, attachments, encumbrances whatsoever made or suffered by the Vendors or their predecessor-in-title or any person or persons lawfully or equitably claiming any interest or estate in the said property or any part thereof And further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from or under or in trust for the Vendors or their predecessor-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser his heirs successors executors administrators representatives and assigns produce all documents relating to the property if any and do and execute or cause to be done or executed all such acts, deeds, things and matters whatsoever for further

Cont'd..... 11.

and better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser his heirs successors executors administrators representatives and assigns in the manner aforesaid as shall or may reasonably be required and the Vendors and all persons claiming as aforesaid shall and will from time to time and at all times hereafter save harmless and keep indemnified the Purchaser his heirs successors executors administrators representatives and assigns from and against all actions claims demands whatsoever in respect of the said property hereby sold by these presents.

SCHEDULE OF PROPERTY

0065

All that undivided 2/7 (two-seventh) share in the piece and parcel of land measuring three cottaks, seven chittaks and thirteen square feet (being divided and demarcated Plot 'D' shown in the registered Kobala dated 19th July, 1950) in R.S. Dag No. ⁵⁹¹/₆₁₃ and ⁵⁹¹/₆₁₄ (Portion of C.S. Dag No. 609 and 610) of Khatian Nos. 494/1, 489/1, 251/1, 37/1, 464/1, 367/1 & 119/1 ^{in Khatia Tegharie village, Pargana Kulupukur} (Old Khatian No. 135) J.L. No. 9, R.S. No. 116, Touzi No. 1074, Police Station Rajarhat, within Gopalpur-Arjunpur No.2 Gram Panchayet under Rajarhat Panchayet Samity, Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24-Parganas, Calcutta-700059 together with one storied and partly two-storied building dwelling house thereon and all rights in the four feet common passage on the west and 10' (ten) feet wide common passage ^{together with all right in the pond / tank named as Kulupukur and its banks and trees and} on the South and all the rights and easement rights and butted and bounded as follows :-

S. Kundu
P. Kundu

R. Pal
G. Kundu

- On the North : Land house of Sri Gopal Chatterjee.
- On the South : 10' (ten) feet wide common passage thereafter Kulupukur.
- On the East : Premises No. TG-2/17, Tegharie (Kulupukur) belonging to Sri Prafulla Kundu and
- On the West : Partly by premises No. TG-2/18-A, Tegharie (Kulupukur) of Smt. Basanti Majumder, Partly by the 4' (four) feet common passage and partly by the land and house of Vendors in Dag No. ⁵⁹¹/₆₁₃ of Khatian No. 189.

Contd....12.

5000
112
1920



2
Regidrar U/S y psp U
Mikrochim. detektor

In Witness Whereof the Vendors hereto have hereunto signed and subscribed their respective hands and seal on the day, month and year first above written.

Signed, Sealed and delivered
in the presence of witnesses :-

1. Apu Kundu
53/1 Jawahar Road
Calcutta-24.

1. Rina Pal

2. Gita Ranjan Das
85, Baitankh Khann Road,
Calcutta-9.

2. Gita Kundu
VENDORS

Memo of consideration :

Received From the within-named Purchaser the within-mentioned sum of Rs. 58,000/- (Rupees fifty eight thousand) only as full and final payment of the price and consideration money.

1) By the ^{two} A/c. Payee Cheques
dated 28.3.1993 of Rs.7,500/-
each of Allahabad Bank,
Kankurgachi Branch, Calcutta-
700054.

... Rs. 15,000/-

2) By A/c Payee Cheque issued
by the H.D.F.C., Calcutta
on Central Bank of India,
Calcutta Main Branch.

... Rs. 43,000/-

Total : Rs. 58,000/-

(Rupees fifty eight thousand only)

Witnesses :

1. Apu Kundu
2. Gita Ranjan Das

Rina Pal
Gita Kundu

Registered in
BOOK No. 231
Volume No. 54 to 77
Pages 8261
Being Vol. 1993
for the year

872

I-8261

Dated, the 16th day of June, 1993.

CONVEYANCE

Between

1. Smt. Rina Pal (nee' Kundu)
2. Smt. Gita Kundu.

VENDORS

AND

Shri Tuhin Kanti Basak,
PURCHASER.

Signature of Shri Tuhin Kanti Basak
16.6.93

Mr. Chitta Ranjan Das, M.A., LL.B.,
Advocate, High Court,
85, Baithak Khana Road,
Calcutta-700009.