

68

"A-6"

DEED OF CONVEYANCE

BETWEEN

MRS. KRISHNA SHARMA
& OTHERS

.... VENDORS

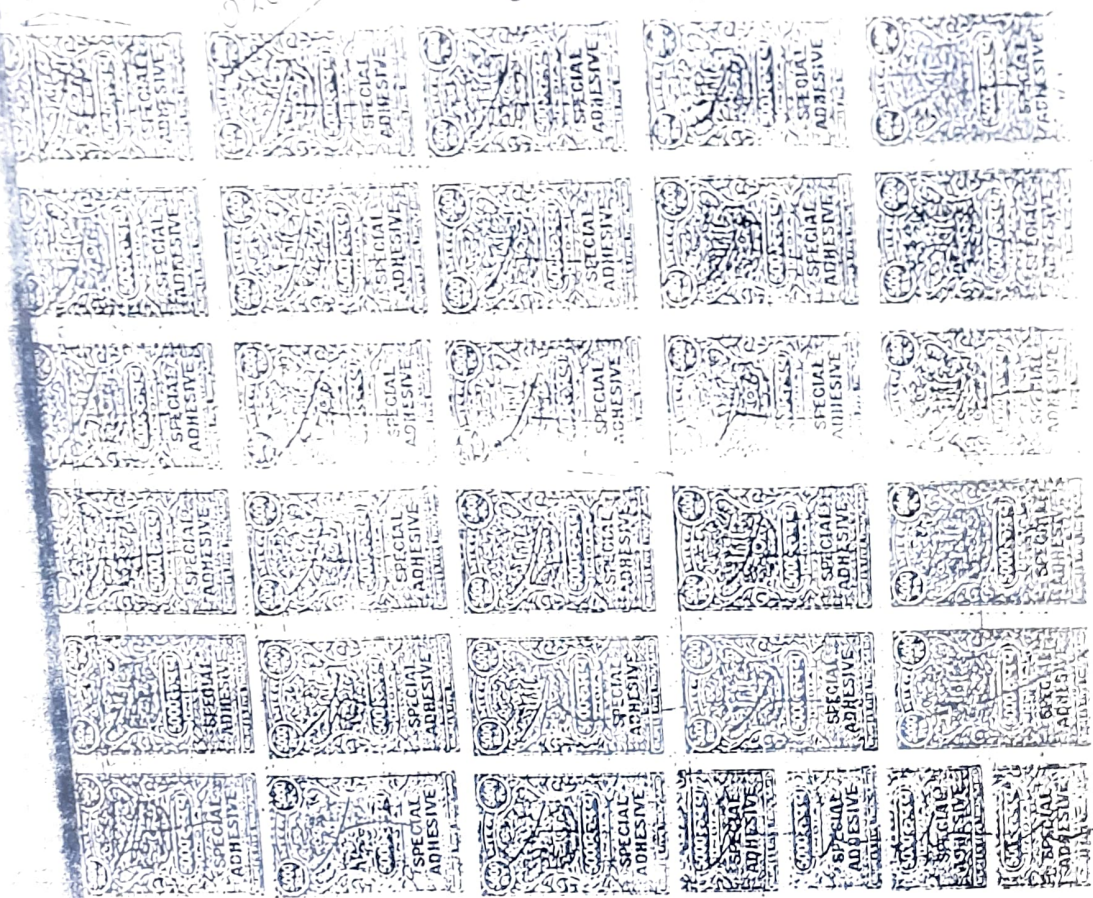
SRI GOUTAM DAS

.... PURCHASER



69

222601



222601- Rs. 24,45,000/-
 Contain Den - STAMP AFFIXED BY
 22/4/02
 189

Deed of Conveyance

This indenture of conveyance is made on this 11th day of November 2002. Two Thousand and Two between (1) Mrs Krishna Sharma, W/o Late Keshab Dev Sharma, by faith Hindu, by occupation House-wife, (2) Mrs. Kaveri Chakraborty W/o Sri Ramaprasad Chakraborty, by faith Hindu, by occupation House-wife, both are daughters of Late Sasanka Mohan Ghatak and (3) Sri Ranajit Mohan Ghatak, (4) Sri Surojit Mohan Ghatak, (5) Sri Amitava Ghatak and (6) Sri Soumitra Mohan Ghatak alias Sri Babu Ghatak, all are sons of Late Sasanka Mohan Ghatak, all by faith Hindu, by occupation Land-lords and all are residing at Premises No. 1, Co-operative Road, P.O. Bansdrani, P.S. Regentpark, Kolkata - 700070, and Sri Amitava Ghatak and Sri Soumitra Ghatak as Constituted Attorneys for and on behalf of Co-sharers No. 1, 2, 3, 4 & 6, hereinafter referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include all their heirs, executors, administrators, legal representatives and assigns) and party of the FIRST PART.

71

2

AND

Sri Goutam Das, son of Sri Nripendra Nath Das, by faith Hindu, by profession business, having his place of business at premises No. 122 Hazra Road, Kolkata - 700 026, P.S. Bhanipore, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include all his heirs executors, administrators, legal representatives and assigns) and party of the SECOND PART.

WHEREAS the material land measuring six cottahs and four chattaks being portion of present Municipal premises No. 27p Rahim Ostagar Road, Kolkata- 700 045, under P.S. Lake, more fully described in the schedule hereunder written was originally belonged to Smt. Bama Sundari Dasi, w/o Kshirode Chandra Saddar. Thereafter the said Smt. Bama Sundari Dasi transferred and/or sold the said land measuring six cottahs and four chottaks to Sri. Sasanka Mohan Ghatak by the Bengali Kawala dated 13.04.1943 and the said Deed was registered in Book No.1, being Deed No. 1303 for the year 1943 of D.R. Office at Alipore.

The land measuring three cottahs being portion of premises No. 27P, Rahim Ostagar Road, within the limits of the Kolkata Municipal Corporation, under P.S. Lake, was originally belonged to Smt. Bama Sundari Dasi and her son Sri Dinabandhu Sardar and the present owner Sri Sasanka Mohan Ghatak had also purchased the said land from (1) Smt. Bama Sundari Dasi and (2) Sri Dinabandhu Sardar by the Bengali Kawala dated 11.05.1946 and the said Deed was registered in Book No.1, being Deed No. 1384 for the year 1946 of S.R.O., Alipore.

After such purchases the said Sri Sasanka Mohan Ghatak amalgamated the said two plots and mutated them in the Records of the Kolkata Municipal Corporation and it had been assessed as premises No. 27P, Rahim Ostagar Road, Kolkata-700 045.



Contd. P-3



ANDWHEREAS thereafter Sri Sasanka Mohan Ghatak died intestate on 9.06.1982, living behind his two daughters, namely, (1) Mrs. Krishna Sharma and (2) Mrs. Kaveri Chakraborty and four sons, namely, (1) Sri Ranajit Mohan Ghatak, (2) Sri Surojit Mohan Ghatak, (3) Sri Amitava Ghatak, and (4) Sri Babu Ghatak, all of them are natural legal heirs of Late Sasanka Mohan Ghatak and have inherited the said property in equal shares.

ANDWHEREAS after such inheritance the said legal natural heirs of Late Sasanka Mohan Ghatak have not yet mutated their names in respect of the said property in the Records of the Kolkata Municipal Corporation.

ANDWHEREAS after the demise of Late Sasanka Mohan Ghatak, his two daughters namely, Smt. Krishna Sharma and Smt. Kaveri Chakraborty and two sons, namely, (1) Sri Ranajit Mohan Ghatak, (2) Sri Surojit Mohan Ghatak, all had executed a General Power of Attorney in favour of their other brothers, namely, Sri Amitava Ghatak and Sri Soumitra Mohan Ghatak alias Babu Ghatak on 9.11.1990 and fully empowered them therein to look- after, manage, administer and execute Sale- Deed, Lease-Deed with power to register Deed of conveyance in respect of the entire property and estate as left behind by Late Sasanka Mohan Ghatak.

ANDWHEREAS it is on record that after the demise of late Sasanka Mahon Ghatak the original Deed of Conveyance between Late Sasanka Mohan Ghatak and Late Shrimoti Bama Sundari Devi regarding the plot of land measuring 9 cottahs 4 chattaks (approx) lying and situate at premises no 27P Rahim Ostagar Road, Kolkata 700 045., was lost from the possession of present heirs of Late Sasanka Mohan Ghatak and the said fact was recorded by the present heirs of the property at Regent Park Police Station vide G.D.E.No. 1170 dated 24th September 1990 in page no 3.



Contd.P-4



AND WHEREAS the said Sri Amitava Ghatak along with other co sharers of the material property were in need of some instant cash fund and therefore were in the look of a suitable party who would be interested to purchase the said landed property lying and situate at premises no 27P Rohim Ostagar Road, Kolkata 700 045., either in whole or in part.

AND WHEREAS in course of exploration of a suitable buyer for the aforementioned property, Sri Amitava Ghatak came in contact with Sri Goutam Das, the purchaser herein and proposed him to purchase the said land and on his such proposal and request, Sri Goutam Das, the purchaser herein had inspected the site of the property and agreed to purchase a portion of the said property measuring about 4 Cottahs more or less out of the said total plot of land of 9 Cottahs 4 Chattaks lying and situate at premises No. 27P Rahim Ostagar Road, Kolkata 700 045., at a valuable consideration price of Rs 20,00,000/- (rupees Twenty Lakh) only and Sri Amitava Ghatak alongwith other co-sharers as Vendors have confirmed and agreed to sale the aforesaid portion of landed property at the aforementioned valuable consideration price as offered by Sri Goutam Das, the purchaser herein.

AND WHEREAS pursuant to aforesaid offer, acceptance and consideration Sri Goutam Das, the purchaser herein, had executed an Agreement for Sale on 3rd September, 2002 with the vendors being represented by Sri Amitava Ghatak, and had paid to the vendors a total sum of Rs. 725000/- (rupees Seven Lakh Twenty Five thousand) only, from time to time, as part consideration payment towards the total agreed consideration of Rs. 20,00,000/- (rupees Twenty lakh) only. The vendors had acknowledged receipt of the said payment of part consideration amount.



Contd P-5



NOW THIS INDENTURE WITNESSETH that in pursuance of the
aforementioned agreement and in consideration of the aforesaid sum of
Rs 20,00,000/- (Rupees Twenty Lakhs) only as paid by the Purchaser to
the Vendors (the receipt whereof the vendors doth hereby and also by the
receipt hereunder admit, acknowledge and of and from the same doth
hereby acquit and release the purchaser as also the said property) the
vendors doth hereby indefeasibly grant, transfer, convey, assign and
assure unto the purchaser

All That the land measuring 4 Cottahs be the same a little more or less,
being municipal premises no. 27P Rahimostagar Road, Kolkata 700 045.,
within the limits of Kolkata Municipal Corporation ward no. 93 P.S.-Lake
District Kolkata, more fully described in the schedule hereunder written or
HOWSOEVER OTHERWISE the said property now is or heretofore were
situated, butted and bounded, called, known, numbered, described or
distinguished **TOGETHERWITH** all the usual rights in the common passage
and all houses, out houses or other buildings, erections, fixtures
walls, yards, court-yards and benefits and advantages of ancient and other
rights, liberties, easements, privileges and appurtenances whatsoever to
the said property or any part thereof belonging by way of appertaining to
or with the same or any part thereof usually held used, occupied or
enjoyed or be appurtenant thereto and the reversion or reversions, or
remainder/remainders and the rents, issues and profits thereof and every
part thereof and all the estate right, title, interest, use, trust, property claim
and demand into or upon the said property or any part thereof and all
deeds, pattahs, muniments of title, writings and evidences of the title
which is in any way relate to the said property or any part thereof and
which now or hereafter shall or may be in the custody power or
possession of the vendors or of any person from which the vendors can or
may procure the same without action or suit at law **TO HAVE AND HOLD**
the said property hereby granted, sold, conveyed and transferred or
expressed or intended to be with the rights and appurtenances unto and
to the use of the purchaser, his executors, representatives and assigns
absolutely and for-ever free from all encumbrances and the vendors doth
hereby covenant with the purchaser that **NOTWITHSTANDING** any act
deed or thing whatsoever by the vendor or by his predecessor-in-title
done executed or knowingly suffered to the contrary, the vendors have
good rightful power, absolute authority and indefeasible title to grant,

Contd. P-6



Sell, convey, and transfer or expressed or intended so to be unto and to the use of the purchaser, his heirs, executors, representatives and assigns absolutely in the manner aforesaid AND THAT the purchaser, his heirs, executors, representatives and assigns shall and may at all times hereafter peaceably and quietly hold posses and enjoy the said property and receive the rents, issues and profits thereof and has right to transfer, sell, lease, gift, will or mortgage etc., without any lawful eviction, interruption, claim or demand whatsoever from or by the vendors or by any person or persons lawfully and equitably claiming from under or in trust for him and that free and clear and freely clearly absolutely acquitted exonerated and released or otherwise by and at the costs and the expenses of the vendors well and sufficiently indemnified from and against all manners of claims, charges, lien, debts, attachments and encumbrances whatsoever made and suffered by the vendors or by any person and persons lawfully equitably claiming as aforesaid and further that the vendors and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for him the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser, his heirs, executors, representatives and assigns do execute or cause to be done and executed all such acts, deeds and things whatsoever for further or better or more perfectly assuring the said property and every part thereof unto and to the use of the purchaser, his heirs, executors, representatives and assigns in the manner aforesaid as shall or may be reasonably required by the purchaser from time to time and whenever any occasion for the same will arise. The vendors further declare that the vendors will handover all deeds and other documents relating to the said property to the purchaser.



Contd. P-7



76

THE SHEDULE ABOVE REFFERED TO:

that piece and parcel of land measuring about 4(Four) Cottahs a little more or less, being a portion of the land meāasuring 9(Nine) Cottahs (Four) Chattaks a little more or less and as dellined in Red in the annexed plan, lying and situate at premises no.27P Rahim Ostagar Road, Kolkata 700 045., butted and bounded to the North ,East,West and South

- By the North-----20 ft.wide municipal road (Rahim Ostagar Road)
- By the East-----balance portion of land of the plot of 9 Cottahs 4Chattaks
- By the West-----common boundary wall of premises no.27M, 27N, 27O of Rahim Ostagar Road, Kolkata 700 045
- By the South-----20 ft wide municipal road.

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

WITNESSES

- 1. Pradyumn Ghatak
S/o. Dhruv Mukherjee
Kolkata
- 2. ...
- ...

Pradyumn Ghatak
S/o. Dhruv Mukherjee

- VENDORS for self & as consti-
Attornies on and behalf of
- 1. Krishna Sharma. 2. Kaveri Chakraborty
 - 3. Ranjit Mohan Ghatak 3. Sunajit Mohan Ghatak.

Goutam Das
PURCHASER



attested by: Ardhendu Shekhar Kayal, Advocate



77

MEMO OF CONSIDERATION:

RECEIVED a sum of Rs 12,75000/- (rupees Twelve Lakh Seventy Five
and) only by Cheque/Pay-Order No. 180789 dated 22/11/2012
T.T. BANK N.A. Bank, Kolkata, drawn in favour of Sri Amitava
Ghatak as full and final consideration payment for sale of 4 cottahs of
at premises No. 27P Rahim Ostagar Road, Kolkata 700 045.

WITNESSES

Pradip K. Ghosh
P/O, Umesha Kumbharjee Rd.
Kolkata. W.

Ranjit Das

12/12/12

Kolkata. T.

1. Amitava Ghatak

2. Soumitra Ghatak

VENDORS

for self & as constituted Attornies on
and behalf of.

1. Krishna Sharma.
2. Kaveni Chakraborty.
3. Ranjit Mohan Ghatak.
4. Sunjit Mohan Ghatak.

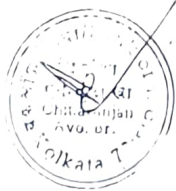


78



7
District Sub-Registrar—E
South 24 Parganas, Alipur.
26/11/1952

District Sub-Registrar—E
South 24 Parganas, Alipur.
14/12/52



BOOK NO - 5
VOLUME - 39
185
1952
UP OF 185

