

8156/11

D - 08810 / 2011



55407

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M.V. - 1200, 0881 -

C 593795

V.C. Case No - 1259/11

4579
B SE

Certified that the document is admitted to registration. The signature sheet and endorsement sheets attached to this document are the part of this document.

Additional District sub-Registrar
Cossipore, Dum Dum, North 24 Pgs

13 OCT 2011

6559



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 30th day of September in the year Two Thousand Eleven [2011] A.D.

पश्चिम बंगाल न्यायिक न्यायिक न्यायिक

13 OCT 2011

S. K. Samanta
Adv.
Baranagar

ডেয়ার বাসায়
নগর (সপ্টেম্বল সিটি) এ. ডি. এ.স. ডায়াল
চাঞ্চল জম্ম তাহ ৯০০০০
নাম নং খোট কত টাকা খরিস

23 SEP 2011

টেজারী বারাকপুর ভেজার মিতা দত্ত

998000

Delip Sam

N.C.T.
5296

Delip Sam

As Const. Legal attorney of
the vendors.



N.C.T.
5295

MERRY ENTERPRISE

S. Mini Babu
Proprietor



N.C.T.
5293

Proprietor

Asst. District Sub-Registrar
Comptrol. No. 24 Pgs (N)

~~13 OCT 2011~~

30 SEP 2011

Delip Sam
of Baranagar
mea

BETWEEN

1. SRI RATAN SARKAR, 2. SRI ASHOK SARKAR, 3. SRI JAYANTA SARKAR, all are sons of Late Umakanta Sarkar, all are by Faith - Hindu, by Occupation - Service, by Nationality - Indian, all are residing at South Nimta, East Alipore, Harisabha Math, P.O. Nimta, Kolkata - 700 049, P.S. Nimta, Dist. North 24 Parganas, hereinafter jointly called, referred, identified and recognized as the **"VENDORS / LAND OWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the **FIRST PART**.

The Vendors represented through their lawful constituted attorney namely **SRI DILIP SEN**, son of Late Gopal Sen, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kaikhali, Chiriamore, P.O. Rajarhat-Gopalpur, P.S. Airport, Kolkata - 700 136, Dist. North 24 Parganas, by dint of a Registered Bengali Power of Attorney (Ammoktarnama), which was executed and registered on 22nd September, 2011, before the office of A.D.S.R., Bidhan Nagar, Salt Lake City and the same was recorded in Book No. IV, CD Volume No. 2, Pages 963 to 970 being No. 01150 for the year 2011.

AND

SABITA SINGH, daughter of Dr. Ram Janama Singh, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 602, Maru Towers, Lake Avenue, Kanke Road, Ranchi - 834008, Jharkhand, hereinafter called, referred, identified, recognized as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the **SECOND PART**.

AND

SRI PRASANTA DEY, son of Late Narayan Chandra Dey, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kaikhali, Chiriamore, P.O. Rajarhat-Gopalpur, Kolkata - 700 136, under the jurisdiction of Airport Police Station, District 24-Parganas (North), hereinafter called, referred, identified and recognized as the **CONFIRMING PARTY NO. 1** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors, nominee or nominees and/or permitted assigns) of the **THIRD PART**.

AND

MERRY ENTERPRISE, a proprietorship firm, having its office at Anupama Commercial Complex, 1st floor, Mondalgarthi, P.S. Baguiati, Dist. North 24 Parganas, represented by its sole proprietor namely **SK. MANI BABU**, son of Late Abdul Khalek, by Faith - Muslim, by Occupation - Business, by Nationality - Indian, residing at Anupama Commercial Complex, 1st floor, Mondalgarthi, P.S. Baguiati, Dist. North 24 Parganas, hereinafter called, referred, identified and recognized as the **CONFIRMING PARTY NO. 2** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors in office, successors in interest and/or permitted assigns) of the **FOURTH PART**.

WHEREAS before dealing with the other recitals and covenants of the present deed of conveyance, it is made clear herein that whatever recitals, covenants, deed and documents mentioned in the Bengali Deed of Kobala from which the Vendors herein acquired right, title and interest of the Schedule property, are also binding upon all the parties of this Deed of Conveyance and the recitals, covenants, deed and documents mentioned in the said Bengali Deed of Kobala shall be deemed to be a part of this present Deed of Conveyance.

AND WHEREAS ALL THAT piece and parcel of Sali land measuring more or less 1 (One) Acre 19 (Nineteen) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, Dist. North 24 Parganas, within the local jurisdiction of North Dum Dum Municipality, originally belonged to one Hadek Ali Mondal having 8 Anna share and Soleman Mondal and others having 8 Anna share and they jointly enjoying the same.

AND WHEREAS the said Hadek Ali Mondal and Soleman Mondal and others while were in so joint exclusive possession, in respect of the aforesaid land, they jointly transferred their right, title and interest in respect of the aforesaid land, in favour of one Anisuddin Ahmed, son of Late Samsuddin Ahmed, by virtue of a registered Bengali Deed of Kobala dated 8th February, 1957 and the said Deed was executed and registered before the office of S.R., Cossipore, Dum Dum and recorded in Book No. 1, being Deed No. 963 for the year 1957.

AND WHEREAS the said Anisuddin Ahmed after purchasing the aforesaid land became the owner and possessor of the same and while he was in so exclusive possession, in respect of the aforesaid land, he transferred his right, title and interest in respect of the aforesaid land, in favour of the predecessors of the present Vendors namely Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranajit Kumar Sengupta, by virtue of a registered Bengali Deed of Kobala dated 20th February, 1957, which was executed and registered before the office of S.R., Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 33, Pages 280 to 283 and being Deed No. 1405 for the year 1957.

AND WHEREAS by virtue of the aforesaid purchase, the said Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranajit Kumar Sengupta became the absolute joint owners and possessors in respect of the aforesaid land and for their need of money, they already transferred their right, title and interest in respect of the property measuring more or less 40 (Forty) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks in

favour of the present Vendors on 30th August, 1975, by virtue of a registered Bengali Kobala which was registered before the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. I, Volume No. 144, Pages 61 to 64, being Deed No. 8063 for the year 1975 and the remaining land measuring more or less 79 (Seventy Nine) Sataks were lying with them and they jointly enjoying the same.

AND WHEREAS the said Sri Binod Bhari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranjit Kumar Sengupta became the absolute joint owners and possessors in respect of the remaining land measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks and they also sold and transferred their right, title and interest in respect of the property measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks in favour of the present Vendors on 22nd June, 1976, by virtue of a registered Bengali Kobala which was executed and registered before the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. I, being Deed No. 3871 for the year 1976.

AND WHEREAS by virtue of the said Deed of Kobala, the present Vendors became the joint owners and possessors in respect of the property measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas and they mutated their names before the North Dum Dum Municipality and jointly enjoying the same by paying rents and taxes to the concerned authority.

AND WHEREAS the present vendors due to diverse reasons, have expressed their desire to sell out the aforesaid property and accordingly the Confirming Party No. 1, took the responsibility to develop and sell the aforesaid property at a consideration of Rs. 12,00,000/- (Rupees Twelve Lakh) only and being informed the same, the

Confirming Party No. 2 is agreed to purchase the same at the said consideration.

AND WHEREAS in pursuance to the discussions between the Vendors, Confirming Party No. 1 and Confirming Party No. 2, it has been agreed and settled that the Vendors herein through their Attorney Holder will execute and register the Deed of Conveyance in favour of the nominee of Confirming Party No. 2.

AND WHEREAS the present purchaser herein, being informed by the Confirming Party No. 2 herein is agreed to purchase the land **ALL THAT** piece and parcel of Sali land measuring more or less **4 (Four) Cottahs** out of 79 (Seventy Nine) Sataks, lying and situate at Mozua - Dakshin Ninta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, which is more fully described in the **Schedule** herein under written and herein after referred to as the "**Said Property**" at a consideration of **Rs. 12,00,000.00 (Rupees Twelve lac) only** and before execution of the present Deed of Conveyance, the Purchaser herein paid the entire consideration in favour of the Confirming Party No. 2. It is made clear herein that the Confirming Party No. 2 on receiving the consideration money from the purchaser, paid the entire consideration in favour of the Confirming Party No. 1 and the Vendors through their Attorney holder.

AND WHEREAS the Attorney holder herein on behalf of the Vendors do hereby acknowledge that his principals i.e. the Vendors already received the consideration amount from the Confirming Party No. 1 as well as from their Attorney paid by the purchaser in compliance with the Power of Attorney referred hereinabove.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said total consideration amount of **Rs.12,00,000.00 (Rupees Twelve lac) only** paid to the Vendors

through their Constituted Attorney and Confirming Parties by the Purchaser as per memo below at or immediately before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written, admit and acknowledge and of from the same and every part thereof hereby acquit, release and forever discharge the said purchaser) as well as the said land particularly described in the **Schedule** hereinafter written, the Vendors through their constituted attorney do hereby sell, grant, transfer and convey and assign and unto the Purchaser free from all encumbrances charges, liens, lispendences **ALL THAT** piece and parcel of Sali land measuring more or less **4 (Four) Cottahs** out of 79 (Seventy Nine) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, together with all easement rights, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24 Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all easementary right and appurtenances as particularly described in the **Schedule** hereinafter written **TO HAVE AND TO HOLD** the said property hereby granted, transferred, conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely forever free from all encumbrances whatsoever.

AND that the Schedule property is free from all encumbrances, attachments, liens, mortgages and the Vendors have absolute right, title and interest in respect of the Schedule property.

AND that no notice issued under the public demand recovery act has been served on the Vendors not any such notice have been published.

AND that the Vendors have not yet received any notice of requisite on and/or requisition of the property described in the Schedule hereinafter written.

AND that the purchaser and all person or persons claiming through the purchaser shall have undisputed and all manner of right over the common passages and other easementary rights.

AND that the Vendors and their legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document / documents without any consideration in favour of the purchaser or its respective legal heirs in respect of the Schedule land for any defect, omission, error to be found later on in the present deed at the cost of the purchaser.

AND that the purchaser or its men and agents on and from this day shall have absolute right to install electricity, water connection, sewerage connection, telephone connection, construct the boundary wall, fencing etc. at its own cost and expenses.

AND that the Vendors deliver this day khas possession of the said land along with the relevant documents of right, title and possession unto the Purchaser NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendors have good right and full power to grant and convey the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the rates, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from the vendors or any person or persons lawfully or equitably claiming from under or in trust for them and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming through them as aforesaid **AND FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any estate or right, title and interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for them, the Vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts and deeds and things whatsoever for further and more perfectly

assuring the said land hereditaments and premises conveyed by these presents and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

[Description of Land]

ALL THAT piece and parcel of Sali land measuring more or less **4 (Four) Cottahs** out of 79 (Seventy Nine) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, together with all easement rights, common passage, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24 Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all easementary right, which is butted and bounded as follows :-

On the North : By Plot 4579
 On the South : By Plot 4579
 On the East : By Plot 4579
 On the West : By Plot 4571

A site plan is annexed herewith showing the actual position of the land whereas this plot is marked in RED BORDER.

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

SIGED, SEALED AND DELIVERED

By the PARTIES at Kolkata in the

Presence of:

1. Sanjay Das
General Contd.

Dilip Sen
.....

Signature of the Vendors

Through their constituted attorney

Namely SRI DILIP SEN

2. *Arindam - Jh*
Banerjee

Prasanta
.....

Signature of the Confirming Party No. 1

MERRY ENTERPRISE

Sri. Manoj Banerjee
.....

Signature of the Confirming Party No. 2

MEMO OF CONSIDERATION

RECEIVED on and from the above mentioned purchaser a sum of Rs.12,00,000.00 (Rupees Twelve lac) only as full and final consideration in respect of the Schedule property as per the memo mentioned herein below :-

MEMO

By cheque - 12,00,000/-

(Rupees Twelve lac) only

IN PRESENCE OF :

- 1. Sanjay Das

Dilip Sen

Signature of the Vendors

Through their constituted attorney

Namely SRI DILIP SEN

- 2. *Prithi - Dn*

Prasanna
Signature of the Confirming Party No. 1

.....

Sri. M. V. Babu
Signature of the Confirming Party No. 2













































Drafted & Prepared by :

Sanjib Kumar Sarkar

SANJIB KUMAR SARKAR

Advocate, Barasat Judges Court.

ORDER RULE 44A OF THE I.R. ACT 1908 N.B - L.H. BOX - SMALL TO THUMB PRINTS
 R.H. BOX - THUMB TO SMALL PRINTS

		LITTLE	RING	MIDDLE	FORE	THUMB
	<i>Sabita Singh</i>					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB
	<i>Dilip Sen</i>					
		THUMB	FORE	MIDDLE	RING	LITTLE
<i>Dilip Sen</i>						
		LITTLE	RING	MIDDLE	FORE	THUMB
	<i>Rajendra Singh</i>					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB
	<i>P. M. Babu</i>					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB

Arrested



Government Of West Bengal
Office Of the A. D. S. R. COSSIPORE DUMDUM
District:-North 24-Parganas

Endorsement For Deed Number : I - 08810 of 2011
(Serial No. 08156 of 2011)

(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

On 13/10/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1/ Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reform Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 26392/-, on 13/10/2011

(Under Article : A(1) = 26378/- ,E = 14/- on 13/10/2011)

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 118641, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK,SALT LAKE, received on 13/10/2011
2. Rs. 22030/- is paid, by the draft number 118639, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK,SALT LAKE, received on 13/10/2011

(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

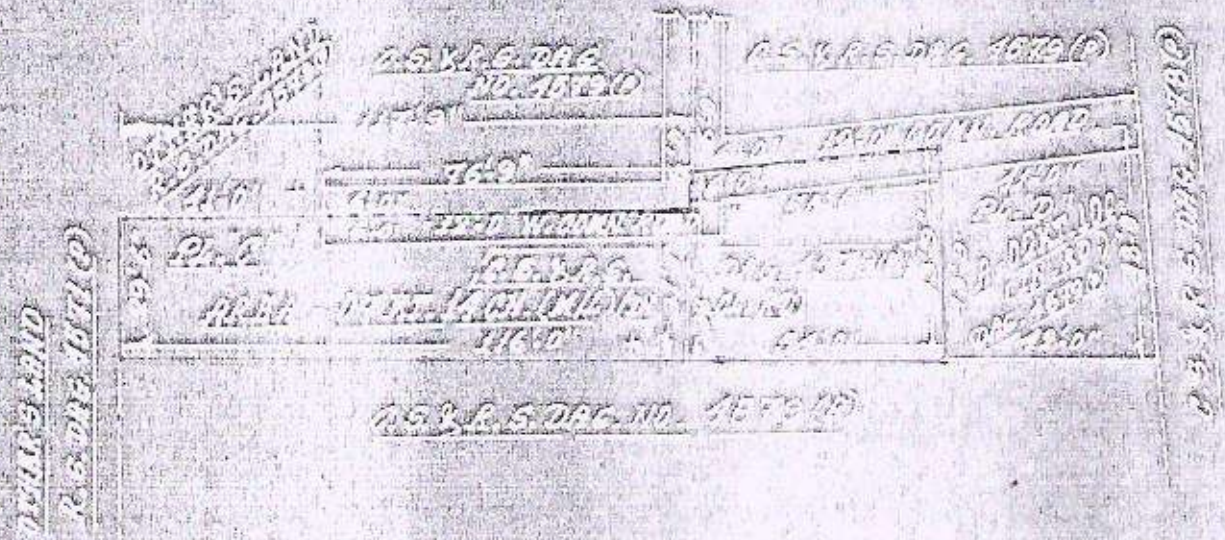


(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDU

RESUME

DEPT OF LAND SURVEYING PART OF G.S. P.S. OFF. NO. 1475, K.M. NO. 1
MADRAS NO. 1606, R.S. NO. 102, TOWNSHIP NO. 10/100, KOTTA, DISTRICT
NO. 3, P.S. NORTH, DISTRICT NORTH, DISTRICT NORTH, DISTRICT
MADRAS NO. 102

PROPOSED LAND SHOWN IN THE MAP - 1
AREA - 1/4 AC - 10' 0" 1/2



SOLD LAND : 4 KT. (MORE OR LESS)

Pl. 16 - 1/4 AC. P.S. OFF. NO. 1475, DISTRICT NO. 10/100 (M.P.) (each page)

* OWNER -

Dilip Sen

Parvanta Raj

SHREE ENTERPRISE

Shri. Mani Babu
Proprietor

Handwritten notes and signatures at the bottom left corner, including a signature that appears to be 'S. Srinivasan' and some illegible text.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 5233 to 5249
being No 08810 for the year 2011.



Sushil Kumar Roy

(Sushil Kumar Roy) 13-October-2011
A. D. S. R. COSSIPORE DUMDUM
Office of the A. D. S. R. COSSIPORE DUMDUM
West Bengal