

F 04131

12664

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

22,53,889

C 139464

835/-
21/3/07



ADDITIONAL REGISTRAR OF ASSURANCE

Handwritten signature

Chandni Chowk
Cheque No. 970034
dt 20.3.07
Rs 49610/-
has been Paid as default

Stamp Act 1909
Stamp
23/3/07

THIS DEED OF CONVEYANCE made this 21st day of March two thousand and seven **BETWEEN PRASANTA DHAR**, son of Late Bipin Behari Dhar, by religion Hindu and residing at 5, Sarat Ghosh Garden Road, Kolkata – 700 031 hereinafter referred to as 'the **VENDOR**' (which expression shall unless excluded by or repugnant

Handwritten signature

Northern Avenue
Cheque No. 975255
dt 12.10.07
Rs 85634/-
has been Paid as default

15719/-

Handwritten signature

174262

A. GINEDIA & CO. Advocates
42 & F. Hastings Chambers,
7C, Kiren Shankar Roy Road,
Kolkata-700001
RS.
20 MAR 2007
SUFANJIT DEBHERJEE
Licensed Group Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol.

Presented for registration
on the _____ day of _____
Vendor Resided at _____
S. Ghosh
Tamil Ghosh

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
S. Ghosh

Ghoshal



1772

Ghoshal

(TAMAL GHOSHAL)



1773
Pranita Dhar
2 Tibber
delceh
R 193

- 1) Tamal Ghoshal Sr. T. Ch. Ghoshal.
- 2) Pranita Dhar Sr. Ch. Dhar
- 3) Pranita Dhar Sr. Ch. Dhar
- 21/3/07

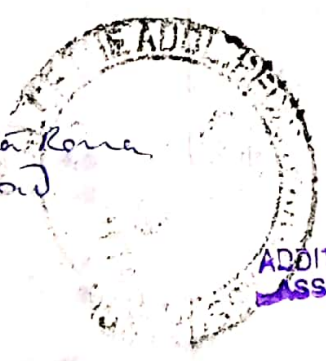


1774

Pranita Dhar

Gauri Sanjay Rana
Ud Rana
870 Ramada Kanta Rana
Kolkata - 1

Identified by me
Gauri Sanjay Rana
870 Ramada Kanta Rana
7L, K.S. Roy Road
Kolkata - 1
Service



ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
S. Ghosh

to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART AND (1) PANKAJ TIBRAWALLA, son of Chandra Kant Tibrawalla of 4, Esplanade Mansion, 17, Government Place (East), Kolkata and (2) TAMAL GHOSAL, son of Tarun Chandra Ghosal residing at W2CS 19/8 Phase III, Golf Green, Kolkata - 700 095 hereinafter jointly referred to as 'the **Confirming Parties**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART AND HARANJIT SINGH son of Jodh Singh residing at 20 B.T. Road , Kolkata 700 002 and also at Flat 1B, Indraprastha Apartment, 46A Chakraberia Road (N), Kolkata - 700 020 hereinafter referred to as 'the **PURCHASER**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the THIRD PART -

WHEREAS :

- I. The Vendor has represented to the Purchaser as follows:
 - A.1 The Vendor herein is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land with structures measuring about 5 Cottahs 8 Chittacks 7 Square Feet being Premises no. 563, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in the **Schedule** hereunder written and hereinafter referred to as "**the said property**" free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts

debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever.

- A.2 The Vendor herein had purchased the said property from Bhagirath Udyog by and under an Indenture dated 5th August, 1994 registered with the Addl. District Sub-Registrar, Alipore, South 24-Parganas in Book no. I, Volume no. 76 pages 15 to 28, Being no. 2577 for the year 1994.
- A.3 The said property is duly mutated in the records of the Kolkata Municipal Corporation in the name of the Vendor. There is no subsisting restriction on transfer or any subsisting order, proceeding, declaration or notice affecting the said property and no part of the same has been vested, acquired, requisitioned and/or affected either by the KMDA, the Railway Authorities, the Metro Railway Authorities, the Land Acquisition Department and/or any other body or authority.
- A.4 No person other than the Vendor has any right title or interest whatsoever in the said property or any part thereof and the said property is free from all incumbrances and liabilities whatsoever. The Vendor has been and is in actual peaceful khas possession of the said property and every portion thereof absolutely and has been personally enjoying and using the same without any interruption whatsoever.
- A.5 The Vendors had agreed to sell the said property to the Confirming Parties and/or their nominees and had received earnest money and part payment in respect of thereof. The Confirming Parties have nominated the Purchaser herein in their place and stead to purchase the said property from the Vendors and the

Vendors have duly accepted such nomination and agreed to execute the Deed of Conveyance in respect of the said property in favour of the Purchaser herein.

- A.6 The Vendor has not entered into any agreement or arrangement, written or oral, of any nature whatsoever with anyone (other than with the Confirming Parties as mentioned above) for sale and/or for otherwise dealing with, relating to and/or concerning the said property. Neither any mortgage, charge or lien has been created nor any agreement/MOU has been entered into in respect of the said property. The Vendor is legally entitled to sell the said property and there is no legal or other bar or restriction in this regard.
- A.7 The said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof.
- A.8 The Vendor and/or his predecessors-in-title have not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendor and/or his predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever. The Vendor and/or his predecessors-in-title have not used the said property or any part thereof for any purpose other than that for which the same was meant and has not committed default of and/or contravened any provision of law applicable to the said property or any part thereof.
- A.9 There is no legal or other proceeding or any injunction or other order of any Court (Civil or Criminal) against the Vendor affecting, relating to or concerning the said property or any part or portion thereof in any manner whatsoever.

- A.10 The predecessors-in-title of the Vendor were and the Vendor is entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same.
- A.11 All original documents of title relating to the said property and every part and portion thereof have been in the physical custody of the Vendor and none of the same have been deposited or kept with and/or made over to anyone.
- A.12 The Vendor does not belong to any Scheduled Tribe and has a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever.
- II. The Vendor has agreed to sell to the Purchaser, the Confirming Parties have agreed to confirm and the Purchaser, relying on the aforesaid representations and assurances of the Vendor and believing the same to be true and correct and acting on the faith thereof, has agreed to purchase the said property free from all encumbrances and liabilities whatsoever as aforesaid at and for a total consideration of Rs. 8,25,000/- (Rupees Eight Lacs and twenty five thousand only). The Purchaser has at or before the execution hereof already paid to the Vendor the aforesaid total consideration of Rs. 8,25,000/- (including the amounts received by the Vendor from the Confirming Parties which have been duly reimbursed by the Purchaser to the Confirming Parties) and the Vendor has already put the Purchaser in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 8,25,000/- (Rupees Eight Lacs and twenty five thousand only) paid to and received by the Vendor at or before the execution of these presents, being the total consideration money for the transfer of the said property as

aforesaid (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby for ever acquit release and discharge the Purchaser as well as the said property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser absolutely and forever, and the Confirming Parties do hereby confirm and assure the same unto the Purchaser, free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vesting easements liabilities and lis pendens whatsoever All That the piece and parcel of land with structures measuring about 5 Cottahs 8 Chittacks 7 Square Feet being Premises no. 563, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in the **Schedule** hereunder written and hereinafter referred to as **"the said Property"** OR **HOWSOEVER OTHERWISE** the said property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **Together With** all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appurtenant or enjoyed therewith or reputed to belong or to appertain thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the said property and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the

said property or any and every part thereof herein comprised and hereby granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and for ever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever **AND** the Vendor doth hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature **AND** the Vendor doth hereby covenant with the Purchaser that neither the Vendor nor any of his predecessors-in-title has at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid unto the Purchaser **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendor and/or any of his predecessors-in-title done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently seised and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and

every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor has now in himself good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid **AND** that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of his predecessors in title or any of them **AND THAT** the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever suffered or made or created in respect of the said property by the Vendor and/or his predecessors in title or any of them or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise **AND THAT** all rates taxes all other impositions and/or outgoings payable in respect of the said property have been paid in full upto the date of these presents **AND THAT** the Vendor doth not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said property or any part thereof has not been affected or vested under the said Acts or otherwise **AND THAT** the said property or any part thereof is not affected by any notice

or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever **AND THAT** there is no certificate case or proceeding instituted or pending against the Vendors and/or concerning the said property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force **AND THAT** the said property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority **AND THAT** no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said property or any part thereof is not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever **AND THAT** no notice has been served on the Vendor and/or his predecessors in title or any of them for the acquisition of the said property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof **AND THAT** no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority **AND** the Vendor covenants with the Purchaser that the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute at the costs of the Vendor all such acts deeds matters and things whatsoever for further better and

more perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land with structures (tile shed measuring about 200 square feet) measuring about 5 Cottahs 8 Chittacks 7 Square Feet being Premises no. 563, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and delineated in **GREEN** borders in the map or plan annexed hereto and butted and bounded as follows:

On the North by:	Railway Land and land in RS Dag No. 13(P)
On the East by:	Railway land and land in RS Dag No.13 (P)
On the West by:	Road and land in RS Dag No. 13 (P)
On the South by:	Road and land in RS Dag No. 13 (P)

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand on the day month and year first above written.

SIGNED AND DELIVERED by the Vendor abovenamed at Kolkata in the presence of :

Dhirananda Biswas
A/7/1, Satya Park
Calcutta - 700104.

Ripon Kaha

SIGNED AND DELIVERED by the within-named **Confirming Parties** at Kolkata in the presence of :

Dhirananda Biswas
Ripon Kaha
D/16 Robinoda Pally Kd. 86

Praanta Dhar
(Dhar)

Pankaj Tizkawa
(PANKAJ TIZKAWALLA)

Tamal Ghosal
(TAMAL GHOSAL)

RECEIVED of and from the within-named Purchaser the
 within mentioned sum of Rupees Eight Lacs and twenty
 five thousand only being the consideration money in full
 payable to the Vendor under these presents as per the
 following -

Tibrawalla

Pankaj

MEMO OF CONSIDERATION

By Cheque No. 850928 dated 4th December, 2006 drawn on
 HDFC Bank, Constantial Building Branch, Kolkata issued by
 Pankaj Tibrawalla. Rs. 2,00,000.00

By Cheque No. 850956 dated 26th February, 2007 drawn on
 HDFC Bank, Constantial Building Branch, Kolkata issued by
 Pankaj Tibrawalla. Rs. 2,00,000.00

By Cheque No. 150985 dated 20th December, 2006 drawn on
 HDFC Bank, Central Plaza Branch, Kolkata issued by Tamal
 Ghosal. Rs. 2,00,000.00

By Payorder No. 848765 dated 21st February, 2007 drawn on
 Corporation Bank, Dharmatolla Branch, Kolkata issued by
 Northern Cargo Services on behalf of Haranjit Singh
Rs. 2,25,000.00
Rs. 8,25,000.00

Tamal Ghosal

(Rupees Eight Lacs and twenty five thousand only)

Witnesses:

Dhirananda Biswas
 Ripon Saha

Prasanta Dhar

SITE PLAN OF R. S. DAG NO. 13(P), MOUZA -CHAKGARIA,

J.L. NO. 26, P.S - JADAVPUR, DISTRICT- 24 PGS (S)

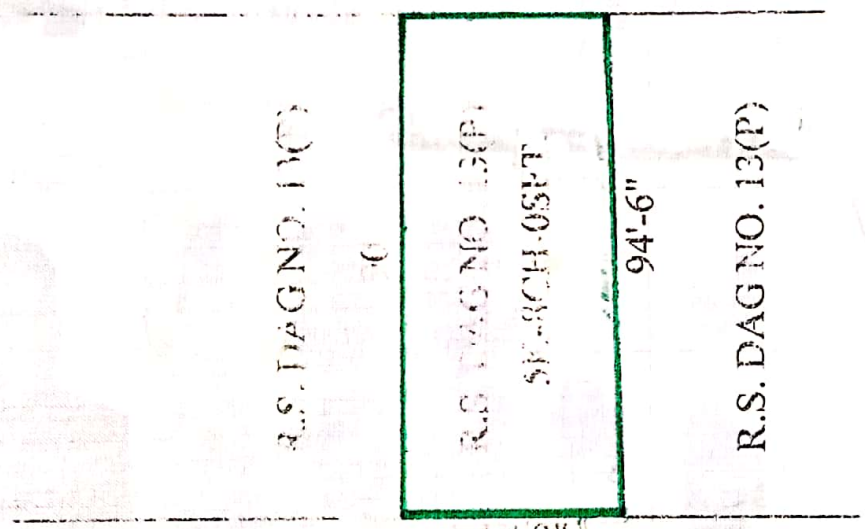
AREA SHOWN IN GREEN BORDER

VENDOR - PRASANTA DHAR

VENDEE - HARANJIT SINGH

CONFIRMING PARTIES - TAMAL GHOSAL, PANKAJ TIBRAWALA

SCALE MAY BE USED



ROAD

Tamal Ghosal
Pankaj Tibrawala

Prasanta Dhar
SIGN. OF VENDOR

COLOURED
PASSPORT SIZE
PHOTOGRAPH



	THUMB	FOUR FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Prashant Dhar
Signature



Ranvij Tibrewala

	THUMB	FOUR FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Ranvij Tibrewala
Signature



J. Shinde

	THUMB	FOUR FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

J. Shinde
Signature



Harpreet Singh

	THUMB	FOUR FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Harpreet Singh
Signature

DATED THIS 21st DAY OF March 2007

Registered in
BOOK NO. I
VOLUME NO. I
PAGE NO. 1 to 15
DEED NO. 12664
YEAR 2007

BETWEEN

PRASANTA DHAR

... Vendor

PANKAJ TIBRAWALLA & ANR.

... Confirming Party

AND

HARANJIT SINGH

... Purchaser



ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
8.5.08

DEED OF CONVEYANCE



ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

Seamed
8-5-08

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata.