

139955

श्री श्री बालकृष्ण लाल

Advocate

High Court, Calcutta

NAME.....
ADD.....
Rs.....

- 7 FEB 2013

SURANJAN MUKHERJEE

Licensed Street Vendor
C. G. Road
2 & 3, K. S. Roy Road, Kolkata

7 FEB 2013
7 FEB 2013

✓ श्री श्री बालकृष्ण लाल



1582
7/15/13

✓ श्री श्री बालकृष्ण लाल

1583



LTI of Marina Babu
by the Pan of Nanda dal Member.



07 MAY 2013

Nanda dal Member.

F-Nanda-Lala - gan-dheeran Member

VIL Pao Anagadhia - P.S. Bidh Pail.

24 pages - (93)

Business.



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04145 of 2013
(Serial No. 03813 of 2013 and Query No. L000008659 of 2013)

On 07/05/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15.30 hrs on :07/05/2013, at the Private residence by Tarapada Patra ,
one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 07/05/2013 by

1. Tarapada Patra, son of Lt. Narendra Nath Patra , Amgachia, Thana:-Bishnupur, District:-South
24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
2. Malina Patra, wife of Lt. Narendra Nath Patra , Amgachia, Thana:-Bishnupur, District:-South
24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
Identified By Manda Lal Mondal, son of Lt. G Mondal, Amgachia, Thana:-Bishnupur, District:-South
24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 08/05/2013

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-3,20,000/-

Certified that the required stamp duty of this document is Rs.- 16010 /- and the Stamp duty paid as:
Impressive Rs.- 50/-

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 21/05/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23. 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 3550/- is paid , by the draft number 874660, Draft Date 15/05/2013, Bank Name State Bank of
India, JEEVAN DEEP, received on 21/05/2013.



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2

21/05/2013 16:54:00





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04145 of 2013
(Serial No. 03813 of 2013 and Query No. L000008659 of 2013)

(Under Article : A(1) = 3509/- ,E = 7/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 2/- on 21/05/2013)

Deficit stamp duty

Deficit stamp duty Rs. 16010/- is paid , by the draft number 874667, Draft Date 15/05/2013, Bank :
Siate Bank of India, JEEVAN DEEP, received on 21/05/2013

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

21/05/2013 16:54:00

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3.1 **TARAPADA PATRA** son of Late Narendra Nath Patra, by faith Hindu, by Nationality Indian, by occupation Cultivation, residing at Village and Post Office Amgachia, Police Station Bishnupur District 24, Parganas (South).

3.2 **MALINA PATRA** wife of Late Narendra Nath Patra, by faith Hindu, by Nationality Indian, by occupation House wife, residing at Village and Post Office Amgachia, Police Station Bishnupur District 24, Parganas (South).
(Collectively Vendors includes successors-in-interest and legal heirs),

AND

3.3 **PALANHARE BUILDTech PRIVATE LIMITED**, a Private Limited Company under the provision of Companies Act 1956 having its registered office at 33A, J. L. Nehru Road, 14th Floor, Suit No. 1 and 2, Kolkata 700071 represented by its Director **Shrayans Jain** son of Prem Lal Jain, PAN : AAGCP6630C (Purchaser, which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors in interest, successors in office and / or assigns.)

Vendors and Purchaser, collectively **Parties**.

NOW THIS CONVEYANCE WITNESSES:

4. Subject Matter of Conveyance:

4.1 **Said Land:** Total Land measuring 2 (two), decimal more or less including [1] Land measuring 1 decimal more or less comprised in Dag No. 268 R.S./L.R. Khatian No. 549 and [2] Land measuring

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1 decimal more or less comprised in Dag No. 268 R.S. /L.R. Khatian No. 553 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [Said Land], described in the Schedule below Together With all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land Together With all appurtenances including all customary and other rights of easements, liberties, privileges, advantages and appendages for beneficial use of the Said Land.

5. Representations, Warranties and Covenants of the Vendors :

5.1 Representations, Warranties and Covenants on Chain of Title:

5.1.1 Ownership of Tarapada Patra son of Late Narendra Nath Patra [Vendor No. 3.1 herein] : Tarapada Patra son of Late Narendra Nath Patra [Vendor No. 3.1 herein] was the sole and absolute owner of Land measuring 1 decimal more or less comprised in Dag No. 268 R.S./L.R. Khatian No. 549 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [First Land], Together With all appurtenances including all customary and other rights of easements, liberties, privileges, advantages and appendages for beneficial use of the First Land and name of Tarapada Patra son of Late Narendra Nath Patra [Vendor No. 3.1 herein] is recorded in the Parcha (Records of Rights) and is in possession of the First Land till date.

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- 5.1.2 **Ownership of Malina Patra wife of Late Narendra Nath Patra [Vendor No. 3.2 herein] :** Malina Patra wife of Late Narendra Nath Patra [Vendor No. 3.2 herein] was the sole and absolute owner of Land measuring 1 decimal more or less comprised in Dag No. 268 R.S./L.R. Khatian No. 553 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [Second Land], Together With all appurtenances including all customary and other rights of easements, liberties, privileges, advantages and appendages for beneficial use of the Second Land and name of Malina Patra wife of Late Narendra Nath Patra [Vendor No. 3.2 herein] is recorded in the Parcha (Records of Rights) and is in possession of the Second Land till date.
- 5.1.3 **Vendors:** The Vendor No. 3.1 and 3.2 herein collectively Vendors.
- 5.1.4 **Said Land:** The First Land and Second Land collectively Said Land, described in the **Schedule** below.
- 5.1.5 **Ownership of Vendors:** In the aforesaid circumstances, Vendors are the joint owners of the Said Land, described in the Schedule below and free from all encumbrances.
- 5.1.6 **Absolute Owner:** In the manner stated above, the Vendors have become the joint owners of the Said Land and is in possession of the Said Land. The Vendors, Witness and Identifier in this Conveyance declare that the Vendors being the owner of the Said Land are well known to them.

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5.1.7 True and Correct Representations: The Vendors are the joint owners of the Said Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 to 5.1.6 above, the contents of which are all true and correct.

5.2 Representations, Warranties and Covenants by the Vendors:
the Vendors represents, warrants and Covenants as follows :

5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition or requisition of the Said Land and declare that the Said Land is not affected by any scheme of Gram Panchayat/Municipal Authority or Government or any Statutory Body.

5.2.2 No Excess Land : The Vendors does not hold any excess vacant land under the Urban land[Ceiling and Regulation] Act 1976 or any excess Land under the West Bengal land Reforms Act 1955 or the West Bengal Estate Acquisition Act 1953.

5.2.3 No Encumbrance by Act of the Vendors : The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.

5.2.4 No Dues : No Tax in respect of the Said Land is due to the local Authority and/or any other authority or authorities

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and no certificate Case is pending for realization of any dues from the Vendors.

5.2.5 **No Mortgage** : No mortgage or charge has been created by the Vendor by depositing the Title Deeds or otherwise over and in respect of the Said Land or any part thereof.

5.2.6 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Land to the Purchaser.

5.2.7 **Free from all Encumbrances:** The Said Land is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Will, Bargadars, Income Tax Attachment, Financial Institution charges, vesting, and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendor's predecessors-in-title and the title of the Vendors to the Said Land is free, clear and marketable. And that the said Land or any part thereof is not affected by or subject to any charge lien lispendens or annuity (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law (b) any trust resulting or constructive arising under any benami transaction or otherwise (c) any wakf or devseva (d) any attachment including attachment before

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judgement of any Court or authority, (e) any right of way water light support drainage or any other easement with any person or property (f) any right of any person under any agreement, power of attorney either registered or otherwise (g) any burden or obligation other than payment of Khajana / Revenue or Govt. Body (h) any other encumbrance or any kind whatsoever or any decree or order including any injunction or prohibitory order.

5.2.8 No Personal Guarantee: The Said Land is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.9 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Land or any part thereof.

5.2.10 Release of the Further Claims : By executing this Deed of Conveyance in favour of the Purchaser, the Vendors have released and relinquished all his right, title and interest over the Said land and the Vendor has got no further right title and/or interest in respect of the Said land. The Vendors Shall not make any further claims and /or demands to the Purchaser in respect of the Said Land.

6. Background:

6.1 Agreement to Sell and Purchase: The basic understanding between the parties is that the Vendors will sell the Said land to The Purchaser free from all encumbrances of any / every nature whatsoever and with good, bankable and marketable title and

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together with khas, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representation, warranties and covenants mentioned in Clause 5.1 and 5.2 its sub-clauses above (collectively **Representations**) and relying on the aforesaid representations assurances declarations made and/or given by the vendor and believing the same to be true and acting on faith thereof, the purchaser agreed to purchase and acquire the said Land from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Land at or for a mutually agreed and settled consideration of Rs. _____ (Rupees _____) only on the terms conditions and covenants contained herein.

7. Transfer:

7.1 Conveyance: The Vendors hereby sell, convey and transfer to the Purchaser, free from all encumbrances, the entirety of the Vendor's ownership right, title and interest of whatsoever or howsoever nature in the Said Land, being Total Land measuring **2** (two), decimal more or less including [1] Land measuring 1 decimal more or less comprised in Dag No. 268 R.S./L.R. Khatian No. 549 and [2] Land measuring 1 decimal more or less comprised in Dag No. 268 R.S. / L.R. Khatian No. 553 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [Said Land],

01 MAY 2019

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described in the **Schedule** below **Together With** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land **Together With** all appurtenances including all customary and other rights of easements, liberties, privileges, advantages and appendages for beneficial use of the Said Land.

7.2 Consideration and transfer: While the conveyance and transfer of the said land is being made at or for a consideration of Rs. _____ (Rupees _____) only paid by the purchaser to the vendors, receipt whereof the vendors do hereby as also by the Memo hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do hereby grant sell convey transfer assign and assure unto and to the Purchaser herein and the confirming party confirms the sale of Total Land measuring **2** (two), decimal more or less including [1] Land measuring 1 decimal more or less comprised in Dag No. 268 R.S./L.R. Khatian No. 549 and [2] Land measuring 1 decimal more or less comprised in Dag No. 268 R.S. /L.R. Khatian No. 553 in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [**Said Land**], described in the **Schedule** below **Together With** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land **Together With** all appurtenances including all customary and other rights of easements, liberties,

07 MAY 2011

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privileges, advantages and appendages for beneficial use of the Said Land **TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, areas sewers drains ways paths passages fences hedges ditches trees water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and entire share estate right title interest inheritance use trust possession property claim easements quasi easements privileges claims and demand whatsoever of the Vendors out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors or any of them may procure the same without any action or suit at law or in equity **AND TOGETHER WITH** all easements and share, right, title and interest of the Vendors of and in any passages/roadways abutting the said Property and leading to public road and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all legal incidence thereof **TO HAVE AND TO HOLD** all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured



Sub-Registrar, IV,
Alipore West Bengal
28 MAY 2017

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or expressed or intended so to be, unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lis pendens, leases, tenancies, occupancy rights, uses, bargadar, vesting, debutters, trusts, attachments, acquisition, requisition, claims, demands and liabilities whatsoever or howsoever. .

8. Terms of Transfer:

8.1 **Salient Terms:** The transfer being affected by this Conveyance is:

8.1.1 **Sale:** A sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** Absolute, irreversible and perpetual.

8.1.3 **Free from all Encumbrances:** The Said Land is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Will, bargadars Income Tax Attachment, Financial Institution charges, vesting, and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title.

01 MAY 2013

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8.2 **Together With:** The transfer being affected by this Conveyance is together with all other rights the Vendors have in the Said Land and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Land.

8.3 **Subject To:** The transfer being affected by this Conveyance is subject to:

8.3.1 **Indemnification:** Indemnification by the Vendors about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendors about the correctness of the Vendor's title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendor's own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

8.3.2 **Transfer of Property Act:** All obligations and duties of the Vendors and Vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.4 **Possession and Delivery of Possession:** That the vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Land and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the vendor has been using the same for the vendor's personal use and cultivation Khas, vacant and

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peaceful possession of the Said Land has been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.

8.5 **Outgoings:** All statutory taxes, surcharge, outgoings and levies of or on the Said Land, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendor hereby indemnifies and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified. The vendor has confirmed to have duly made payment of the khajana in respect of the said Land upto date, in the event it is found that any arrears exist, the same shall be made good by the Vendors on demand.

8.6 **Holding Possession:** The Vendors hereby covenant that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Land and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.

8.7 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendor's in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the

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~~Sub-Registrar - N. South~~



Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.

8.8 **No objection to Mutation :** The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly consents to the same and appoints the purchaser as the Constituted Attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of power and authority, the Vendor undertakes to co-operate with the Purchaser in all respect to cause mutation of the Said Land in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or its successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Land.

21 MAY 2013

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Schedule
(Said Land)

[Subject Matter of Sale]

All that piece and parcel of Land measuring 2 [two] decimal more or less comprised in Mouza Amgachia, J.L. No. 93, Touzi No. 85,87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), and Dag No and Khatian No. as follows :

R.S. and L.R. Dag No.	R.S. and L.R. Khatian No.	Classification of Land	Area of total Dag in decima	Share as per record out of [10000]	Vendor sold the Said Land to purchaser by this Deed of Conveyance in decimal
268	549	Sali	77	107	1 decimal more or less
268	553	Sali	77	106	1 decimal more or less

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land **Together With** all appurtenances including all customary and other rights of easements, liberties, privileges, advantages and appendages for beneficial use of the Said Land. The annual Government rent of the Said Land is payable to the BL & LRO, Bishnupur, on behalf of the collector South 24, Parganas.

07 MAY 2013



9. Execution and Delivery:

9.1 In witness whereof the Vendor, has executed and delivered this instrument of Conveyance on the day month and year given above.

SIGNED SEALED AND DELIVERED
by the withinnamed VENDOR at
Kolkata in the presence of:



1. Nande Lal Mondal.
VIL+P.O. Angachis P.S. Bisnubpur
24 Pongas. (S)



2. Sabunoy
Lal Chakrabarti
PILNA

LTI of Malina Pabra
by the fee of
Nande Lal Mondal.

F. 1 of 3. Explained the document in
our language to all the parties
to the document who admitted the same
to be true and correct.

Mamoni Shau
Advocate

01 MAY 2011

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RECEIPT AND MEMO OF CONSIDERATION

RECEIVED by the Vendors of and from the within named Purchaser the within mentioned sum of Rs. 320000/- (Rupees Thirty Two Lacs) only being the consideration receivable by the Vendors under these presents as per memo written herein below

Sl. No.	Particulars	Amount (Rs.)
1		
	TOTAL	/-

(Rupees _____) only

WITNESSES:

1. Nandlal Mondal

VILT P.O. Amgaohia P.S. Bisnath.

24 Purgani. (S)

2. Subba Rao

L.A. Dhruv Rao
P.O. L.A.N.

Drafted by:

Mamoni Shau

✓ Malina Patra



LTI of Malina Patra
by the Pen of Nandlal Mondal

07 MAY 2017

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Certificate of Registration under section 60 and Rule 69.

Registered in Book -1
CD Volume number 23
Page from 1340 to 1361
being No 04145 for the year 2013.




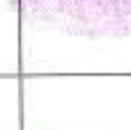
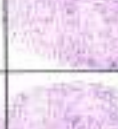









(Ashoke Kumar Biswas) 24-May-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal










SPECIMEN FORM FOR TEN FINGER PRINTS

						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

Name.....
 Signature.....


						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
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Name.....
 Signature.....


						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

Name.....
 Signature.....

 Pen of Nanda Lal Mondal.

07 MAY 2013

