

06330

1 2062/2010

# भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 640550

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

WEST BENGAL  
REGISTRATION ACT 1908  
District 24 Parganas  
- 9 SEP 2010

DEED OF CONVEYANCE

J(1) ₹ 250.00  
J(2) ₹ 100.00  
₹ 350.00

Realized on 06/9/10

WEST BENGAL  
REGISTRATION ACT 1908  
District 24 Parganas  
- 8 SEP 2010

1. Date: 8th September, 2010
2. Place: DSR-IV, ALIPORE
3. Parties:

3.1 **SUCHANDRA GHOSH**, wife of *Late* Ardhendu Ghos, by faith Hindu, by Nationality Indian, by occupation House wife residing at 77/4A, Sultan Alam Road, Police Station Tollygunge, Kolkata 700033, District 24, Parganas (South) West Bengal

3  
2/c 1173/10  
1492 8/10

108367



NAME \_\_\_\_\_  
ADDVADV \_\_\_\_\_  
RS \_\_\_\_\_  
27 AUG 2010  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, J. S. Roy Road, ...

1 Suchandra Ghosh



1978

1 ~~Dola Ghosh~~

Suchandra Ghosh

1979

Dola Ghosh



Debabrata Paul

Asifam Paulam

Deulat Paul

24 Pgs (S)

Bishnu Paul P.S.

Handwritten text in Bengali script, partially obscured by a stamp.



Handwritten text in Bengali script, including the date '6 SEP 2010'.





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

Endorsement For Deed Number : I - 07062 of 2010  
(Serial No. 06330 of 2010)

On 06/09/2010

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

Presented for registration at 16.33 hrs on :06/09/2010, at the Private residence by Suchandra Ghosh, one of the Executants.

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

Execution is admitted on 06/09/2010 by

- Suchandra Ghosh, wife of Lt. Ardhendu Ghosh , 77/4a,sultan Alam Rd, , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700033 , By Caste Hindu, By Profession : House wife
- Dola Ghosh, daughter of Lt. Ardhendu Ghosh , 77/4a,sultan Alam Rd, , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700033 , By Caste Hindu, By Profession : House wife

Identified By Debabrata Pailan, son of Bapan Pailan, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: ---.

( Dulal Chandra Saha )  
DISTRICT SUB-REGISTRAR-IV

On 08/09/2010

**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.-91250/-

- Certified that the required stamp duty of this document is Rs.- 4572 /- and the Stamp duty paid as: Impressive Rs. - 50/-

( Dulal Chandra Saha )  
DISTRICT SUB-REGISTRAR-IV

On 09/09/2010

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

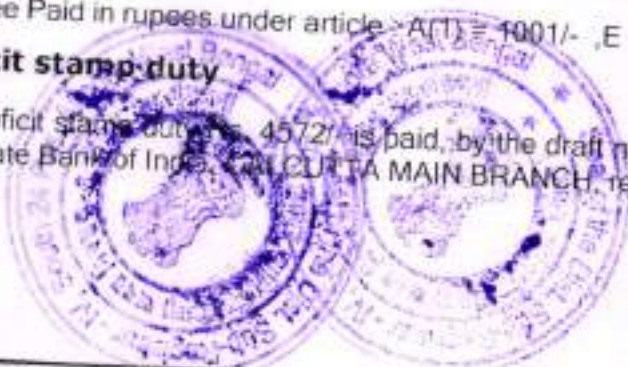
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

**Payment of Fees:**

Fee Paid in rupees under article - A(T) = 1001/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 09/09/2010

**Deficit stamp duty**

Deficit stamp duty of Rs. 4572/- is paid, by the draft number 055592, Draft Date 08/09/2010, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 09/09/2010



( Dulal Chandra Saha )  
DISTRICT SUB-REGISTRAR-IV  
Endorsement Page 1 of 2



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

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**Endorsement For Deed Number : I - 07062 of 2010**  
**(Serial No. 06330 of 2010)**

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( Dulal Chandra Saha )  
DISTRICT SUB-REGISTRAR-IV



( Dulal Chandra Saha )  
DISTRICT SUB-REGISTRAR-IV  
EndorsementPage 2 of 2

SALE DEED PLAN

SHOWING AT MOUZA AMGACHHIA, J.L NO 93 R. S NO 326  
L.R. KHATIAN NO. 546, R. S KHATIAN NO 374, DAG NO 383  
AREA - 2 $\frac{3}{4}$  DEC OUT OF 84 DEC SHOWN IN RED VERGE,  
UNDER P.S. BISHNUPUR, DIST. SOUTH 24-PARGANAS.

SCALE: 1"=50'

NAME OF VENDEE

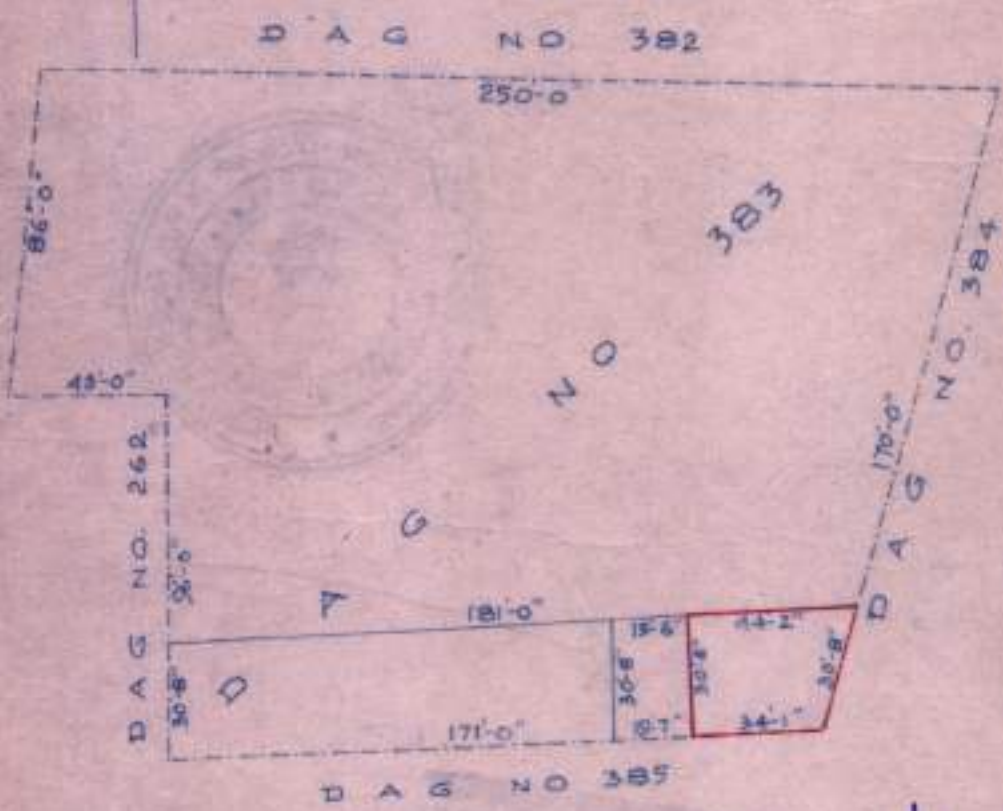
NAME OF VENDOR

SMT. SUCHANDRA GHOSH

W/O LATE ATANU GHOSH,

SMT. DOLA GHOSH,

D/O LATE ATANU GHOSH  
OF AMGACHHIA.



*Suchandra Ghosh  
Dola Ghosh*

SIGNATURE

*M. C. Adhikari*  
Maha C. Adhikari  
3-9-10  
SOPT KHEVITOKI  
DRAWN BY  
M. C. Adhikari  
SL. No. 81736/81



*[Handwritten signature]*

Registrar of Companies  
West Bengal  
South 24 P.W. Area  
6 SEP 2010

- 3.2 **DOLA GHOSH**, daughter of *Late* Ardhendu Ghos, by faith Hindu, by Nationality Indian, by occupation House wife residing at 77/4A, Sultan Alam Road, Police Station Tollygunge, Kolkata 700033, District 24, Parganas (South) West Bengal

[collectively **Vendors**, includes successors-in-interest]s

**And**

- 3.3 **RISHI JAIN** son of Prem Lal Jain residing at 1, No. Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013 , by caste Hindu, by profession Business (**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).

Vendor and Purchaser, collectively **Parties**.

**NOW THIS CONVEYANCE WITNESSES:**

**4. Subject Matter of Conveyance:**

- 4.1 **Said Land:** Sali Land measuring undivided **66.66%** of 1800 sft i.e 1200 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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 24 Parganas (South), under the **Amgachiya Gram Panchayat**, (**Said Land**), described in the **Schedule** below.

**5. Representations, Warranties and Covenants of the Vendor :**

5.1 Representations, Warranties and Covenants on Chain of Title:

- 5.1.1 **Ownership of Sudarsan Chandra Paul son of Late Madhab Chandra Paul : Sudarsan Chandra Paul son of Late Madhab Chandra Paul was the sole and absolute Owner of the Sali Land** measuring 16.5 decimal more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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), under the **Amgachiya Gram Panchayat, (Mother Land)**.

5.1.2 **Sale to Atanu Ghosh** : By a Deed of Sale in Bengali Language dated 13<sup>th</sup> December, 2004, registered in the office of the District Sub Registrar - IV, Alipore in book No. I, Volume No. 11, Pages 1491 to 1511 for the year 1877 for the year 2005, Sudarsan Chandra Paul son of Late Madhab Chandra Paul sold , transferred, conveyed and assigned the Sali Land measuring 2[two] cottah and 8[eight] chittak more or less i.e 1800 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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), **[Land]** under the **Amgachiya Gram Panchayat** to Atanu Ghosh out of Mother Land, thus the Atanu Ghosh became the sole and absolute owner of the Land.

5.1.3 **Ownership of Vendor namely Atanu Ghosh** : In the aforesaid circumstances Vendor is the sole and absolute owner of the Said Land, described in the Schedule below and free from all encumbrances.

5.1.4 **Demise of Atanu Ghosh & Devolution of Interest** : **Atanu Ghosh** was died and his legal heirs/ inheritance his wife **Suchandra Ghosh** and only daughter **Dola Ghosh** and only son **Arpan Ghosh** inherited his right, title and interest in the **Land** in the following Manner :

Name of heir	Relationship	Undivided share of Said Land of % basic more or less
Suchandra Ghosh	Wife	33.33%
Dola Ghosh	Daughter	33.33%
Arpan Ghosh	son	33.33%

5.1.5 **Ownership of Suchandra Ghosh and Dola Ghosh** : In the aforesaid circumstances , Suchandra Ghosh and Dola Ghosh are the joint owner of the Land measuring



Sali Land measuring undivided 66.66% of 1800 sft i.e 1200 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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 24 Parganas (South), under the Amgachiya Gram Panchayat, (Said Land), described in the Schedule below out of Land.

**5.1.6 Absolute Owners:** In the manner stated above, the Vendors have become the absolute owner of the Said Land and are in Possession of the Premises. The witness and identifier of this Agreement/Conveyance declares that the Vendors/ Owners of the Said Land is well known to them and further declared that she/ he/they take the responsibility that if at the time of delivery of Possession from the Vendors/Owners to Purchaser any dispute arises with regard to the delivery of peaceful possession, the witness and identifier will face the consequences and take suitable step to meet up the problem. This liability is binding upon him/them. And the witnesses and identifier will be liable to refund the advanced/consideration money to the Purchaser if at any point of time the executed Document presented before the Purchaser proved as false or fraud in future of such incident takes place the said refund will be made by the witnesses and identifier with all cost within 15 days from the date of disclosure.

**5.1.7 True and Correct Representations:** The Vendors are the undisputed 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 on Encumbrances:**

**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 the Municipal Authority or Government or any Statutory Body.

**5.2.2 No Encumbrance by Act of 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.

5.2.3 **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.

5.2.4 **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, bargadars Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendor 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 of the Vendors to the Said Land is free, clear and marketable.

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

5.2.6 **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.

## 6. Background:

6.1 **Agreement to Sell and Purchase:** The Vendors have approached and offered to sell the Said Land and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Land.

## 7. Transfer:

7.1 **Conveyance:** The Vendors hereby sell, convey and transfer the Said Land being Sali Land measuring undivided **66.66%** of 1800 sft i.e 1200 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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), under the **Amgachiya Gram Panchayat**,

(Said Land), to Purchaser, free from all encumbrances, the entirety of the Vendor right, title and interest of whatsoever or howsoever nature in the Said Land, described in the Schedule below.

7.2 **Consideration:** The sale, conveyance and transfer of the Said Property is being made in consideration of a sum of Rs. 91,250/- (Rupees Ninety one thousand two hundred and fifty only ) paid to the Vendors, the entirety of which has been received by the Vendor and the Vendors have executed the Receipt and Memo of Consideration below to admit and acknowledge the receipt thereof.

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 encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2 **Together With:** The transfer being affected by this Conveyance is together with all other rights the Vendor has 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 Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Vendors title, the Representations and

authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendors 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 vendors and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.4 **Delivery of Possession:** Khas, vacant and 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 Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

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 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 **Further Acts:** The Vendors hereby covenants that the Vendors or any person claiming under the Vendors, 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.

**Schedule  
(Said Land)  
[Subject Matter of Sale]**

All that piece and parcel of Sali Land measuring undivided 66.66% of 1800 sft i.e 1200 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, 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 24 Parganas (South), under the Amgachiya Gram Panchayat Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land and butted and bounded as follows:

On the South	:	Vacant Land
On the North	:	Vacant Land
On the East	:	Vacant Land
On the West	:	Vacant Land

8. Execution and Delivery:

8.1 In witness whereof the Vendors have executed and delivered this instrument of Conveyance on the date given above.

Suchandra Ghosh

Dola Ghosh

\_\_\_\_\_  
[Vendors]

Witnesses:

1. Debavati Majumdar  
W/o. Late Sanku Majumdar  
Vill. P.P. Paulan, 24815(S)
2. ~~to~~ Debabrata Paulan  
Bapan Paulan  
Daulat Pur  
Pg 5 (24) (S)

SPECIMEN FORM FOR TEN FINGER PRINTS



*Rishi Jain*

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



*Indira Ghosh*

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



*Sola Ghosh*

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

PHOTO

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

4-92

**PROJECT – PAILAN LAND**

(Summary at a glance)

**Deed No. 7062 of 2010**

Execution Dated : 6<sup>th</sup> day of September, 2010

Place : DSR - IV, Alipore

**Mouza – Amgachia, J.L.No. 93**

R.S. Dag No. 383

R.S. Khatian No. 374

Nature - Sali

Area – 1200 Sq. Ft.

**Purchaser** : Mr. Rishi Jain, S/O Prem Lal Jain

**Vendor** : Mrs. Suchandra Ghosh, W/O Late Ardhendu Ghosh

Mrs. Dola Ghosh, D/O Late Ardhendu Ghosh



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 24  
Page from 3730 to 3745  
being No 07062 for the year 2010.



(Dulal Chandra Saha) 10-September-2010  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R.-IV SOUTH 24-PARGANAS  
West Bengal

### Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 91,250/- (Rupees Ninety one thousand two hundred and fifty only ) towards full and final payment of the Consideration receivable by the Vendors under this Conveyance, in the following manner:

Mode	Date	Bank	Amount[Rs.]
Cash	06-09-2010		Rs. 91,250/-

Suchendra Ghosh  
Dota Ghosh

[Vendors]

Witnesses:

1. Alchanish Mijndar  
C/o. Late - Sonti May Mijndar  
Vill. V.P.O. - Pailan, 24 P.S.S (S)
2. Debabrata Pailan  
Bapan Pailan  
Aulad Pailan  
24 P.S.S (S)

Drafted by me as per document produce before me

Mani Sankar Roy Chowdhury  
Advocate  
High Court, Calcutta