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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 659257

Q 8597
2013

and 6 Decimal

Certified that the document is admitted to registration. The signature Sheet/ Sheet's and the instrument sheet/ Sheet's attached with this document are the part of this document

16/03/13
District Sub Registrar II
24 Pgs (N) Berasat
11 MAR 2013



INDENTURE OF CONVEYANCE

THIS INDENTURE made on this the 28th day of February, 2013

A 20212

SL. No. 71798 DATE 08 FEB 2013

NAME.....

*Raja Saakha Advocate
High Court Calcutta*

ADD.....

AMT.....

5000/- (Five thousand only)

Mousumi Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Registrar (Sub 7(2))
Cachment No. Registrar II
24 Pgs (10) Baraset

18 1 MAR 2013

Identified by me
Joydeep Bageli
o Jayanta Kr Bageli
2-01 office lane

BETWEEN

TARAK GHOSH, (PAN No. BHJPG3386A) son of Late Bhuban Mohan Ghosh, aged about 53 years, by faith -Hindu, by occupation - Business, residing at Nandan Kanan, P.O. - Sodepur, Police Station - Kardha, Kolkata - 700 110, District - North 24 Parganas, hereinafter referred to as '**the VENDOR**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns) being represented by his Constituted Attorney namely, Ujjal Barai *alias* Ujjal Barui, (PAN No. AMGPB7529P), son of Sri. Bishnupada Barui *alias* Bishnupada Barai, residing at Abdalpur, Badu Road, P.S. - Barasat, P.O. - Abdalpur, Kolkata - 700 155, District - North 24 Parganas, duly empowered under a registered Power of Attorney dated 05/03/2013, duly registered in the office of the District Sub Registrar - II of North 24 Parganas and recorded in Book -IV, CD Volume No. 1, Page from 4655 to 4663, Being No. 00414, for the year 2013 of the **ONE PART**;

AND

SMT. SUDHA AGARWAL, (PAN NO. ADEPA0099A), wife of Shri. Niranjan Kumar Agarwal, aged about 49 years, by faith -Hindu, by occupation - Housewife, residing at P- 337, Block - A, Lake Town, Kolkata 700 089, Police Station - Lake Town, hereinafter referred to as '**the PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns) of the **OTHER PART**;

WHEREAS:

- A. Echahaque Moodi, Saiab Ali Moodi and Ayub Ali Moodi, all sons of Ichmail Moodi were owners of All That the land classified as 'Sali', measuring an area of 26 Decimal in R.S. Dag No. 547, Mouza Kutulsahi, Police Station - Barasat, in the District- 24-Parganas (North) and recorded their names in the R.S Record of Rights in R.S Khatian No. 264 wherein each held 1/3rd share morefully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as '**the said Original Land**') along with other lands and became the Owner thereof;
- B. By a Deed of Sale dated 23/02/1973 duly registered in the office of the Sub-Registrar, Barasat one Satish Chandra Biswas duly purchased and acquired from the said Echahaque Moodi and others All That the said Original Land;
- C. By a Deed of Sale dated 24/03/1975 (executed in Bengali Language), duly registered in the office of the Sub Registrar, Barasat, North 24-Parganas and recorded in Book No. I, Volume No. 46, Pages 185 to 186, Being No. 2974, for the year 1975, one Pradip Kumar Mazumdar *alias* Pradip Mazumdar duly purchased and acquired from the said Satish Chandra Biswas All That the said Original Land, at and for a consideration mentioned therein and became the Owner thereof and duly recorded his name in the records of the concerned B.L.&L.R.O;
- D. By strength of the Deed of Sale dated (executed in Bengali Language) dated 05/07/2002, duly registered in the office of Addl. District Sub Registrar, Barasat, North 24-Parganas and recorded in Book No. I, Volume No. 68, Being No. 3406, for the year 2002 the **VENDOR** herein, duly purchased and acquired from the said Pradip Kumar Mazumdar *alias* Pradip Mazumdar All That the said Original Land, at and for a consideration mentioned therein and became the sole and

- E. The VENDOR herein has represented to the PURCHASER herein that the VENDOR has full right, title and interest whatsoever to sale and/or dispose of the said Original Land and have the full authority to sign and execute all or any documents relating thereto;
- F. The PURCHASER herein after being satisfied about the right, title and interest of the VENDOR herein in respect of the said Original Land more fully described in the FIRST SCHEDULE hereunder written and on the basis of the representation made by the VENDOR herein, agreed to purchase and the VENDOR herein, being the Owner of the said Original Land, agreed to sale out of the said Original Land All That the piece and parcel of Land classified as "Sali", admeasuring an area of 6 Satak, be the same little more or less, situate, lying at Mouza -Kutulsahi, comprised in R.S. Khatian No. 264, L.R. Dag No. 547, Police Station - Barasat, in the District- 24-Parganas (North) more fully described in the SECOND SCHEDULE hereunder written (hereinafter referred to as 'the said Land') free from all encumbrances and/or alienation whatsoever;
- G. In pursuance of the aforesaid the VENDOR herein, Owner of the said Land, is hereby completing the sale of the said Land unto and in favour of the PURCHASER herein by these presents;

NOW THIS INDENTURE WITNESSETH as follows:

- I. In the premises aforesaid and in consideration of a sum of **Rs. 7,16,363/- (Rupees Seven Lacs Sixteen Thousand Three Hundred & Sixty Three)** only paid by the PURCHASER to the VENDOR (the receipt whereof the VENDOR doth hereby as well as also by the memo of consideration hereunder admits and acknowledges and of and from the payment of the same and every part thereof do hereby forever release, discharge, acquit and exonerate the PURCHASER and the said Land, hereby sold, transferred, conveyed, released and relinquished). The VENDOR herein doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the PURCHASER free from all encumbrances **All That the said Land morefully described in the SECOND SCHEDULE** hereto or any part thereof now and/or at any time heretofore were or was situated, butted, bounded, called known, numbered, described and distinguished **AND** all that the estate, right, title and interest, claim and demand whatsoever both at law and equity of the VENDOR into and upon the said Land or any part thereof **AND** all deeds pattas and muniments of title whatsoever exclusively relating to or concerning the said Land or any part thereof **TOGETHER FURTHER WITH** all rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said Land belonging to or in any way appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto **AND ALSO** the easements and/or quasi-easements and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said Land and each and every part thereof with free clear and marketable title and without any encumbrances and/or alienation whatsoever **TO HAVE AND TO HOLD** the said Land and each and every part thereof unto and to the use of the PURCHASER absolutely and forever **TOGETHER WITH** absolute right to grant, transfer, convey, mortgage, lease, sale, gift and/or assign the said Land;

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:

- i) THAT notwithstanding any act, deed, matter or thing whatsoever done by the VENDOR or any of the VENDOR predecessors-in-title may have done, committed, executed or

conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the PURCHASER in the manner aforesaid according to the true intent and meaning of these presents;

- ii) AND THAT the VENDOR has not at any time done or executed or knowingly suffered or been party or privy to any deed, matter or thing, whereby the said Land or any part thereof can or may be impeached, encumbered or affected in title;
- iii) AND THAT the said Land is free from all claims, demands, charges, mortgages, liens, attachments, leases, lispendences, uses, debutter, trusts, acquisitions, requisitions and/or any other encumbrances whatsoever made or suffered by the VENDOR or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust for the VENDOR;
- iv) AND THAT after the purchase of the said Land morefully described in the SECOND SCHEDULE hereto by the PURCHASER, the VENDOR shall and at all time hereafter, cooperate and sign and execute all such papers and documents and do all such acts that may/shall be required by the PURCHASER to get its name mutated in the records of the concerned authorities in respect of the said Land, hereby sold, transferred and conveyed;
- v) AND THAT no Notice/s issued under the Public Demand Recovery Act has/have been served upon the VENDOR nor any such Notice/s has/have been published in respect of the said Land;
- vi) AND THAT the VENDORS has not yet received any Notice/s of requisition and/or acquisition in respect of the said Land morefully described in the SECOND SCHEDULE hereto from the Government of State of West Bengal and/or from any other concerned Authority and/or Authorities;
- vii) AND THAT there are no Bargadar or tenant in the said Land and the VENDOR has not entered into any oral/verbal or written arrangement or agreement with any person/s in connection with the said Land, hereby sold;
- viii) AND THAT the said Land is free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged from and by the VENDOR, as well as sufficiently saved, defended, kept harmless and indemnified of and from or against all and all manner of former or other rights, title, interest, liens, charges and encumbrances whatsoever, made, done, occasioned and/or suffered by the VENDOR or any person or persons rightfully claiming through or under or in trust for the VENDOR;
- ix) AND THAT it shall be lawful for the PURCHASER from time to time and at all times to enter into, hold, possess, use, own and enjoy the said Land and each and every part thereof and receive the rents, issues and profits thereof without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the VENDOR or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the VENDOR;
- x) AND THAT the VENDOR and all people having or lawfully, rightfully or equitably claiming any estate or interest in the said Land or any part thereof from under or in trust for the VENDOR shall and will from time to time and at all times hereafter, at the request and costs of the PURCHASER, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said Land and every part thereof as shall or may be reasonably required by the PURCHASER;

thereof for the period till the date of execution of these presents Together With interest and penalty, if any, payable thereon and also covenant to keep the PURCHASER fully indemnified against any such claim or demand arising there from and in respect for the period aforesaid;

- xii) AND THAT the VENDOR shall keep the PURCHASER saved, harmless and indemnified from and against all disputes, suits, proceedings, cost, charges, losses, expenses and/or damages that may be faced, suffered and/or incurred by the PURCHASER and/or that the PURCHASER may be facing, suffering or incurring because of any of the declarations, representations and covenants by the VENDOR to the PURCHASER turn out to be false, untrue and/or mis-leading;
- xiii) AND FURTHER THAT the VENDORS shall answer and satisfy all queries of the Purchaser relating to title at all times if called upon to do so until mutation of the said Land in the records of the concerned B.L.&L.R.O ;
- xiv) AND THAT Subject to the provisions contained in these presents and subject to the provision of law for the time being in force the PURCHASER shall be entitled to the exclusive ownership, possession and enjoyment of the said Land hereby conveyed and the same shall be heritable and transferable as any other immovable property;
- xv) That the VENDOR hereby delivers the vacant and khas possession of the said Land on and from this day, free from all claims, demands, charges, mortgages, liens, attachments, leases, lispendences, uses, debutter, trusts, acquisitions, requisitions and/or any other encumbrances whatsoever.

FIRST SCHEDULE
'the said Original Land'

All That the piece and parcel of Land classified as "Sali", admeasuring an area of 26 Satak, be the same little more or less, situate, lying at Mouza -Kutulsahi, Pargana Anwarpur, J.L. 42, Re. Su. No.10, Touzi No.146, comprised in R.S. Khatian No. 264; L.R. Khatian No. 266, L.R. Dag No. 547, Kutulsahi Road, within the municipal limits of Barasat Municipality and within the jurisdiction of Additional District Sub-Registry Office Barasat, Police Station - Barasat, District 24-Parganas (North), in the state of West Bengal, and as delineated in the map or plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

NORTH: By Dag No. 546;
SOUTH: By 5'+5' =10' Passage;
EAST : By Dag No. 546;
WEST : By Dag No. 549;

SECOND SCHEDULE
'the said Land'

All That the undivided and undemarcated piece and parcel of Land classified as "Sali", admeasuring an area of 6 Satak, be the same little more or less, situate, lying at Mouza -Kutulsahi, Pargana Anwarpur, J.L. 42, Re. Su. No.10, Touzi No.146, comprised in R.S. Khatian No. 264, L.R. Khatian No.

Wijal Balmi

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the abovenamed VENDOR at Kolkata in the presence of:

Ujjal Barui
- Constituted Attorney of
Jarak Ghosh

1. (13) मन्व
मन्व मन्व मन्व 128
मन्व मन्व
2. Binod Kumar Das
BC-260, Sector I
Salt Lake city
Kolkata - 70064

Drafted & Prepared in our Office:

Rij Sarkar
Advocate
High Court, Calcutta.

for, SARKAR & BHATTACHARYA ASSOCIATES
ADVOCATES & LEGAL CONSULTANTS
7A, Kiran Shankar Roy Road,
Kolkata - 700 001

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER the within mentioned sum of Rs. 7,16,363/- (Rupees Seven Lacs Sixteen Thousand Three Hundred & Sixty Three) only being the entire consideration money for the said Land hereby sold, transferred and conveyed, within expressed to have been paid to me in the manner following :

MEMO OF CONSIDERATION

By Cash

Rs. 7,16,363/-

TOTAL Rs. 7,16,363/-
 =====

(Rupees Seven Lacs Sixteen Thousand Three Hundred & Sixty Three) only

Ujjal Barui

.....
 Constituted Attorney of
 Tarak Ghosh

WITNESS:-

1. *(Signature)*

2. *(Signature)*

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - II NORTH 24-PARGANAS, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 03517 / 2013, Deed No. (Book - I , 03529/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ujjal Barai Abdalpur Badu Road,, Thana: Barasat, P.O. Abdalpur, District: North 24 Parganas, WEST BENGAL, India, Pin 700155	 11/03/2013	 LTI 11/03/2013	Ujjal Barai 11-03-2013

Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
	Ujjal Barai Address Abdalpur Badu Road,, Thana: Barasat, P.O. Abdalpur, District: North 24 Parganas, WEST BENGAL, India, Pin : 700155	Attorney	 11/03/2013	 LTI 11/03/2013	Ujjal Barai

Name of Identifier of above Person(s)

Signature of Identifier with Date

Joydeep Bagchi
Old Post Office Street,, Thana:-Hare Street,
District: Kolkata, WEST BENGAL, India, Pin
700001

Joydeep Bagchi
11/03/2013



(Anitalaha Acharya).

(No entry in Succession Register)
DISTRICT SUB-REGISTRAR-II

Office of the D.S.R. - II NORTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 03529 of 2013
(Serial No. 03517 of 2013)

On 11/03/2013

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, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 20037.00/-, on 11/03/2013

(Under Article : A(1) = 19998/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 11/03/2013)

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.-18,18,182/-

Certified that the required stamp duty of this document is Rs.- 109101 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- Rs. 5110/- is paid , by the draft number 774983, Draft Date 09/02/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 11/03/2013
- Rs. 49500/- is paid , by the draft number 774991, Draft Date 09/02/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 11/03/2013
- Rs. 49500/- is paid , by the draft number 774986, Draft Date 09/02/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 11/03/2013

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

Presented for registration at 11.46 hrs on :11/03/2013, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Ujjal Barai Alias Ujjal Barui,Executant.

Executed by Attorney

Execution by

- Ujjal Barai alias Ujjal Barui, son of Bisnu Pada Barui , Abdalpur Badu Road .. Thana:-Barasat, P.O. -Abdalpur ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700155 By Caste Hindu By Profession; Others as the constituted attorney of Tarak Ghosh is admitted by him.



(Amitabha Acharya)
(-No entry in Succession Register)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 03529 of 2013
(Serial No. 03517 of 2013)

Identified By Joydeep Bagchi, son of Jayanta Kr. Bagchi, 10 Old Post Office Street,,
Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu,
By Profession: Law Clerk.

Ujjal Baidya

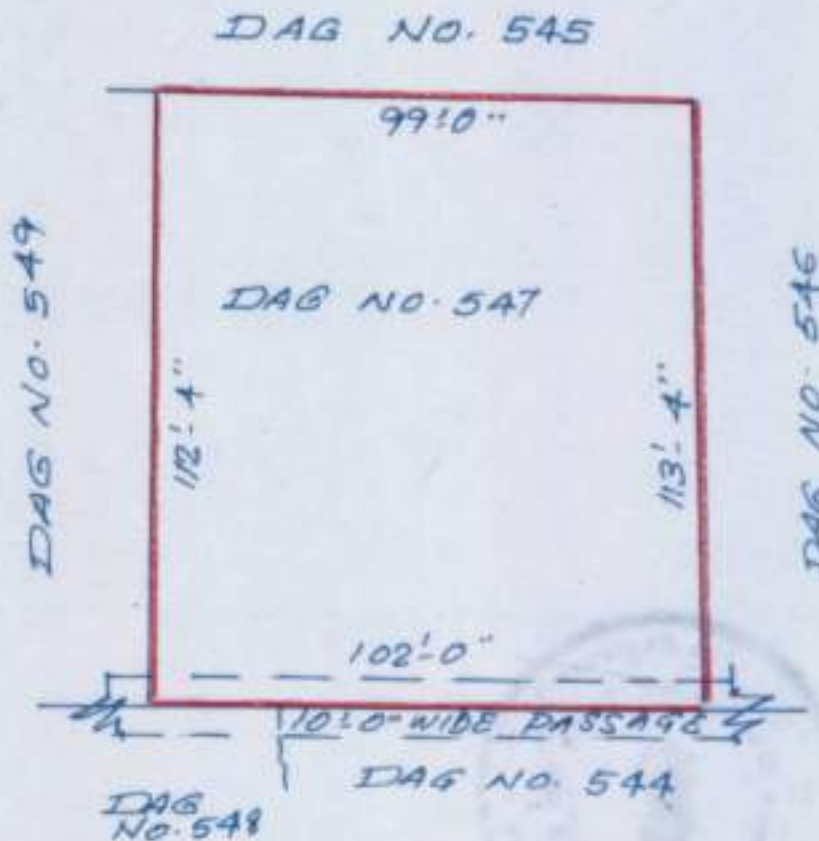


(Anita Acharya)
(No entry in Succession Register)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2

DEED PLAN OF LAND CLASSIFIED AS "SALI" SITUATE AT
MOUZA - KUTULSAHI, PARGANA - ANWARPUR, J.L. NO. 42, RE. SU.
NO. 10, TOUZI NO. 146, R.S. KHATIAN NO. 264, L.R. KHATIAN NO. 266,
L.R. DAG NO. 547, UNDER BARASAT MUNICIPALITY, P.S. - BARASAT,
DIST. - NORTH 24- PARGANAS.

SCALE : 30'-0" = 1" INCH

AREA OF LAND :- 26 SATAK (MORE OR LESS)
SHOWN IN RED COLOUR



Ujal Bhowm
Constitute a Attorney of
Swak Ghosh

SIG. OF VENDOR

SIG. OF PURCHASER

Traced By:
S. Bhowm
30/1/2010

UNDER RULE 44A OF THE I.R. ACT 1908

(1)

Name TARAK GHOSH represented by the Constituted Attorney of Tarak Ghosh

Status - Presentant



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Ujjal Balam, Constituted Attorney of Tarak Ghosh
Signature of the presentant

(2)

Name SUDHA AGARWAL

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 4282 to 4295
being No 03529 for the year 2013.



(Amitabha Acharya) 14-March-2013
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal

