

582/2019

T-00534/2019

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

E 313 41

যদি এই নথিটি নিবন্ধিত হয় তবে এটি নিবন্ধিত হওয়ার পরে
কোনও মতামত বা বিবাদে এটি নিবন্ধিত হওয়ার পরে
কোনও মতামত বা বিবাদে এটি নিবন্ধিত হওয়ার পরে
কোনও মতামত বা বিবাদে এটি নিবন্ধিত হওয়ার পরে
কোনও মতামত বা বিবাদে এটি নিবন্ধিত হওয়ার পরে

Additional District Sub-Registrar
Sodepur, North 24 Parganas

1 FEB 2019

DEED OF CONVEYANCE

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20/2019

THIS DEED OF CONVEYANCE is made on this 31st day of January, 2019 BETWEEN SRI UDAY KUMAR GUHA (PAN-ARMPG3666P) son of Ramesh Guha, by faith- Hindu, by occupation- Retired, by nationality- Indian, residing at 1 No. Deshbandhu Nagar, P.O.- Sodepur, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 110, West Bengal, hereinafter called and referred to as the "VENDOR" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

AND

(1) SRI ANIL CHANDRA PAUL (PAN-AFVPP4059E), son of Late Urnesh Chandra Paul, by faith- Hindu, by occupation- Business, by Nationality-Indian, (2) SMT. JHUMUR PAUL (PAN- AFVPP5849Q) wife of Sri Anil Chandra Paul, by faith- Hindu, by occupation- Business, by Nationality-Indian, both are residing at West Arunachal, P.O. Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, hereinafter called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the OTHER PART.

WHEREAS the Vendor herein acquired his absolute right, title and interest in respect of a plot of Bastu land measuring more or less 2 (Two) Cottahas 3 (Three) Chittacks TOGETHERWITH all easements rights appertaining thereto, lying and situated in Mouza- Sodepur, J.L.No.8, R.S.No.45, Touzi No.178 of the Collector of North 24 Parganas, comprised and contained in C.S.Dag No.83 & C.S.Dag No.476(P), corresponding to R.S.Dag No.78/476, under L.O.P.No.227A, under S.P.No.331, within the jurisdiction of Panihati Municipality, under Ward No.16 of R.N.Avenue, under P.S.- Khardah, District- North 24 Parganas, by virtue of registered Gift Deed, duly registered before the office of the Additional District Registrar, North 24 Parganas at Barasat on 24.09.1991 and was recorded in Book No.1, Volume No.14, pages from 173 to 176, being No.1091 for the year 1991 through the Governor of West Bengal from the department of Refugee Relief and Rehabilitation of Govt. of West Bengal.

Let it stated here in this context that after taking physical measurement of the aforesaid property on the basis of the R.S. Mouza Sheet of B.L. & L.R.O. it was found that no land was found in aforesaid C.S.Dag No.83 but it was found in R.S.Dag No.78/476, C.S.Dag No.476, land measuring more or less 2 Cottahas 3 Chittacks as per aforesaid R.S.Mouza Sheet.

AND WHEREAS having acquired his absolute ownership in respect of the aforesaid property by virtue of the aforesaid registered

Gift Deed, the Vendor herein got his name mutated with the Assessment Register of Panihati Municipality being Municipal Holding No.39 of R.N.Avenue, under Ward No.16, under P.S.- Khardah, District- North 24 Parganas and constructed a pucca brick built single storied residential building over the said plot of land and has been paying taxes to the authority concerned regularly and also has been in peaceful physical possession over the same, free from all sorts of encumbrances, lien, charges, demand whatsoever.

AND WHEREAS the Vendors herein being in need of money offer to sell the under mentioned schedule of property, shown in the annexed site plan by RED bordered boundary line, free from all sorts of encumbrances, lien, charges, demand whatsoever at a total consideration of Rs.52,00,000/- (Rupees fifty two lakh) only and the purchasers have agreed to purchase the same at the above price.

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:-

- 1) That in pursuance of the agreement and taking proper inspection of the under mentioned schedule of property by the purchasers duly agreed to purchase and in full and final consideration of the sum of Rs.52,00,000/- (Rupees fifty two lakh) only of true and lawful money of

the Union of India in hand of the Vendors paid by the Purchasers at or before the execution of these presents (the receipt whereof the Vendor do hereby as well as by receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do hereby acquit, release and forever discharge the purchasers and the said plot of land TOGETHERWITH a brick built single storied building measuring more or less 450 sq.ft. covered area standing thereon sold and conveyed hereby and every part thereof) the Vendor do hereby grant, transfer, sell, convey, assigns unto the use of the purchasers, their heirs, executors, administrators, legal representatives ALL THAT piece and parcel of independent plot of land measuring more or less 2 (Two) Cottahas 3 (Three) Chittacks TOGETHERWITH a brick built single storied building measuring more or less 450 Sq.ft. covered area standing thereon TOGETHERWITH all easements rights appertaining thereto, more fully and particularly described in the schedule hereunder written, shown in the annexed site plan by RED bordered boundary line AND ALL the estate, right, title and interest, claim, demand whatsoever of the said vendors into or upon the same and every part thereof TO HAVE AND TO HOLD the said plot of land TOGETHERWITH building hereby sold, transferred, conveyed and granted unto and to the use of the purchasers, their heirs, executors, administrators, legal representatives and assigns absolutely and forever.

2. THE VENDOR HEREBY COVENANTS WITH THE PURCHASERS AS FOLLOWS:

(a) The said property shall be quietly and peacefully entered into and upon and held and enjoyed by the Purchasers without any lawfully eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor.

(b) The interest thereby transferred subsists and the Vendor has absolute power to sell the same.

(c) The property hereby sold is free from all encumbrances, attachments and charges.

(d) The Vendor hereby covenants with the Purchaser that if at any time it transpires that the Vendor has no right, title and interest to the said property hereby sold, transferred, granted and conveyed, the Vendor will be liable and shall be bound to make good the loss that the purchasers, their heirs, executors, administrators, legal representatives and assigns may suffer as a result of any defect in Vendor's title.

(e) The Vendor further covenants that he and any person claiming through him shall keep the purchasers harmless and indemnified of and from or against all former and other estates, liens, encumbrances, attachments whatsoever made done or suffered by the Vendor or any person or persons claiming through him.

(f) That simultaneously with the execution of this indenture of sale, the Vendor will give peaceful and quiet possession of the said plot of land TOGETHERWITH a pucca brick built single storied building standing thereon TOGETHERWITH all easements, rights appertaining thereto hereby sold, granted, transferred and conveyed to the purchaser.

(3) That the annexed site plan is part and parcel of this indenture of sale.

(4) The Vendor hereby further declares that he is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, conveyed, transferred and sold and that the vendor has now an indefeasible and absolute title to the said property and that the vendor has right and full power to grant, transfer, convey the said property and to the use of the said purchasers AND the purchasers, their heirs, executors, administrators, representatives and assigns at all times hereafter peacefully and quietly possess the said property without any interruption, claim or demand whatsoever from or by the Vendor or any person or persons and all person or persons lawfully claiming through him shall and will from time to time and at all time hereafter at the request and cost of the purchasers, their heirs, executors, administrators, legal representatives and assigns do and execute or to be done or executed all such acts, deeds, and things whatsoever necessary for further better and more perfectly

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assuring the said property hereby granted, transferred, conveyed and sold unto the use of the purchasers, their heirs, executors, administrators, legal representatives and assigns in manner as shall or may reasonably be required.

That no notice of acquisition or requisition has been served upon the Vendor and the above mentioned plot is not subject to any restriction of Urban Land (Ceiling and Regulations) Act, 1976 and the same is not under any claim of the CMDA and CIT and any other authority.

After registration of the under mentioned schedule of property the purchasers shall be entitled to get mutation in his name with the records of authority concerned and will pay taxes as may be assessed by the authority directly.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of a plot of Bastu land measuring more or less 2 (Two) Cottahas 3 (Three) Chittacks TOGETHERWITH a single storied residential building measuring 450 Sq.ft. covered area standing thereon TOGETHERWITH all easements rights appertaining thereto, lying and situated in Mouza- Sodepur, J.L.No.8, F.S.No.45, Touzi No.178 of the Collector of North 24 Parganas, comprised and contained in C.S. Dag No.476(P), corresponding to R.S.Dag No.78/476, L.O.P.No.227A, S.P.No.331, under the limits of A.D.S.R.O.,

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Sodepur, within the jurisdiction of Panihati Municipality, being Municipal Holding No.39 of R.N.Avenue, under Ward No.16, under P.S.- Khardah, District:- North 24 Parganas, shown in the annexed site plan by RED bordered boundary line is hereby sold. The property hereby sold is butted and bounded as under :-

ON THE NORTH : H/o. Gouranga Chandra Debnath.
ON THE SOUTH : H/o. Namita Guha.
ON THE EAST : Property of Makhan Lal Sengupta and
8 ft. wide colony road.
ON THE WEST : 30 ft. wide R.N.Avenue.

IN WITNESSES WHEREOF the parties have hereunto put their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

BY THE PARTIES IN THE PRESENCE OF:

1. Prasanta Kumar Guha
QTR. No. - 13226,
ILT Kharappur,
West Medinipur.
Hst Bengal - 721302
2. Subrata Das
106-A, A-Road,
Aivandepuri,
Po - N.C. Purkura,
Barasat Kpsa
Kolkata - 700122.

Uday Kumar Guha
Signature of the Vendor.
Anil Das
Sumit Das
Signature of the Purchasers.

RECEIVED Rs.52,00,000/- (Rupees fifty two lakh) only from the within named purchaser being full and final consideration money as per following memo.

:-: MEMO OF CONSIDERATION :-:

By A/c. payee Bank Draft, Vide No. x Rs. 52,00,000.00
dated 31.01.2019, drawn on Bank of
Baroda, Sodepur Branch. Kolkata-110.

1. Draft no 8469, 8470, 8471, 8472
8473 dt 31.01.2019
@ Rs. 9,00,000/- = Rs. 45,00,000
2. Draft no 8474 dt 31.01.19 @ Rs. 7,00,000

Total Rs. 52,00,000.00

Uday Kumar Guha.

Signature of the Vendor.

Drafted and prepared by :

Debasish Sarkar.

(Sri Debasish Sarkar)

Advocate.

Barrackpore Court.

Enrolment No. W.B. -1028/1983.

Typed by :

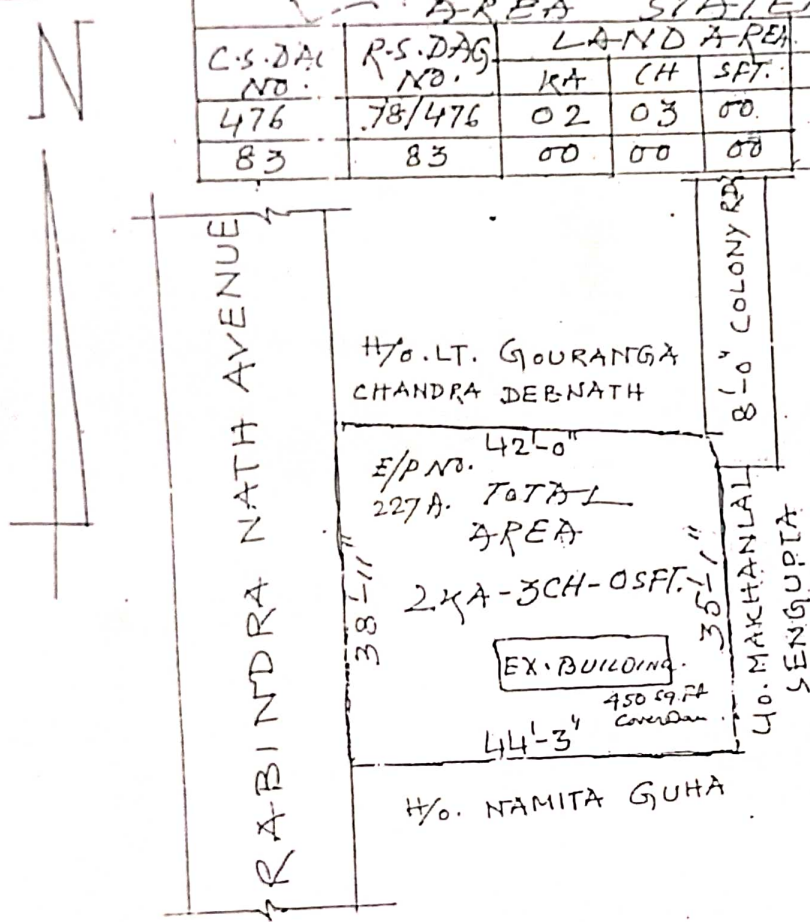
Sri Subhrajit Misra
(Sri Subhrajit Misra)
A.D.S.R.O. Barrackpore

Uday Kumar Guha.

SITE PLAN SHOWING OF E/P NO. 227A. S.P. NO. 331. AND PART OF C.S. DAG NO. 476, 83. R.S. DAG NO. 78/476, P83. R.S. KH. NO. - AT MOUZA-SODPUR. J.L. NO. 8 R.S. KHARDAHA. DIST-N/24 PGS. WARD NO. 16. HOL. NO. 39. R. N. AVENUE. UNDER PANIHATI MUNICIPALITY.
SCALE 1" = 20' 0"

AREA STATEMENT

C.S. DAG NO.	R.S. DAG NO.	LAND AREA			TOTAL AREA		
		KA	CH	SFT.	KA	CH	SFT.
476	78/476	02	03	00	02	03	00
83	83	00	00	00			



(Signature)
Jhannu Paul

Md. Kamal Gula.
OWNER'S SIGNATURE

Drawn by
(Signature)
GOUTAM SIK
Amin/Surveyor
Jaffarpur School Para. Bku
Reg. No. 02/MT-10
01-27-01-2019