

05038

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① 05971/2014

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

P 532103

Certified that the document is submitted
to registration, the signature sheets and
the endorsement sheets attached with
this document are part of this document

Subscribed before me by
Signature (WS 72) of
G. Pradyumn Reddy
Alipore, No. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 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- 3.1 **FARESH KAYAL** son of Late Sakhamoy Kayal, by faith Hindu, by nationality Indian, by occupation Cultivation/Business residing at Sarmasmatarchak, Doulatpur, P.S. Bishnupur, Kolkata - 700104, having E.C. No WB/18/110/003176 and Pan No. CXTFK8632C.
- 3.2 **SHUBHADRA SARDAR** wife of Brindaban Sardar, by faith Hindu, by nationality Indian, by occupation Cultivation/Business residing at Dakshin Sardar Para, Amgachhiya, P.S. Bishnupur, South 24 Parganas - 743512, having E.C. No. KCT0185595.

(Collectively Vendors, includes successors-in-interest).

AND

- 3.3 **MRINAL CANTI ROY** son of Late Chunital Roy, by religion - Hindu, by occupation - Business residing at - 25, Sourin Roy Road, P.S. Behala, Kolkata - 700034, Pan No. ADHPR5657A.
- 3.4 **MAULA GAZI** son of Late Musaraf Hossain Gazi, by religion - Muslim, by occupation - Business, residing at - Vill & P.O. Pailan, P. S. Bishnupur, Dist - South 24-Parganas, Kolkata - 700104, Pan No. AKLPG0251A.

(Collectively Purchasers which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor/s in office and assigns)

✓ Vendors and Purchaser collectively Parties.

NOW THIS CONVEYANCE WITNESSES:

4. Subject Matter of Conveyance:

- 4.1 **Said Land:** ALL THAT piece and parcel of Land measuring 20 decimal more or less comprised in Mouza Sarmasmatarchak, R.S. Dag No. 97 corresponding L.R. Dag No. 137, L.R. Khatian No. 501, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, AD&R Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below

5. Representations, Warranties and Covenants of the Vendors :

- 5.1 Representations, Warranties and Covenants on Chain of Title

- 5.1.1 **Ownership of Paresh Kayal son of Late Sukhamay Kayal :** Paresh Kayal son of Late Sukhamay Kayal was the sole and absolute owner of the ALL THAT piece and parcel of Land measuring 20 decimal more or less comprised in Mouza Sarvasmaterchak, R.S. Dag No. 97 corresponding L.R. Dag No. 137, L.R. Khatian No. 501, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas. ADJR Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below
- 5.1.2 **Gift to Shubhadra Sardar :** By a Deed of Gift in Bengali Language dated 31st March 1992, registered in the office of the Sub Registrar Bishnupur, in Book No. 1, Volume No. 16, Pages 255 to 258 being Deed No. 1793 for the year 1992, Paresh Kayal Gifted the Land to Shubhadra Sardar, thus the Shubhadra Sardar became the undivided share of the Said Land.
- 5.1.3 **Ownership of Paresh Kayal [Vendor No. 3.1 herein] and Shubhadra Sardar [Vendor No. 3.2 herein] :** In the aforesaid circumstances Paresh Kayal [Vendor No. 3.1 herein] and Shubhadra Sardar [Vendor No. 3.2 herein] are the joint owners of the ALL THAT piece and parcel of Land measuring 20 decimal more or less comprised in Mouza Sarvasmaterchak, R.S. Dag No. 97 corresponding L.R. Dag No. 137, L.R. Khatian No. 501, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas. ADJR Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below.
- 5.1.4 **Vendors:** The Vendor No. 3.1 herein and the Vendor No. 3.2 herein collectively Vendors.
- 5.1.5 **Ownership of Vendors:** In the aforesaid circumstances Vendors are the joint owners of the ALL THAT piece and parcel of Land measuring 20 decimal more or less comprised in Mouza Sarvasmaterchak, R.S. Dag No. 97

corresponding I.R. Dag No. 137, I.R. Khatian No. 501, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSE Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24 Parganas (South) [Said Land], described in the Schedule below and free from all encumbrances and possession in the Said Land till date

5.1.6 Absolute Owners: In the manner stated above, the Vendors have become the absolute joint owners of the Said Land and are in Possession of the Said Property. The witness and identifier of this Agreement/Conveyance declares that the Vendors/ Owners of the Said Property 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. If the Vendors, witness and identifier fails to comply with aforesaid terms and conditions mentioned in Clause No. 5.1.1 to 5.1.6, the purchaser will have the right for recovery of Actual value and cost by creating charge upon the any land of Vendors, witness and identifier and the Vendors, witness and identifier also agreed with this view by the Purchaser for this Act of purchaser the Vendors, witness and identifier will not take any legal step against the Purchaser

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 Incumbrances:

- 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 Gram Panchayat/ 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, debentures, 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

V.C. NO: 956/14

Stamp Vendor Stamp
17 JUN 2014
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Road, K-1

b6b7c

Sanjay Kumar V. C. T. S.



1967
30/6/14

27 JUN 2014

Sanjay Kumar



1968

L.T. 1 of Pawan Koyal
by the pen of
Sanjay Kumar



1969

L.T. 1 of Subhash Sarda
by the pen of
Sanjay Kumar

Stamp Vendor Stamp
17 JUN 2014
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Road, K-1

Nishi Kanta Sarda

Balindaban Sarda

Vat + P.C. Amgachia

P.S. Disturber

24 Pgs (3)

Occupation - Teacher

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 to the Purchaser, free from all encumbrances, the entirety of the Vendors right, title and interest of whatsoever or howsoever nature in the Said Land, being **ALL THAT** piece and parcel of Land measuring 20 decimal more or less comprised in **Mouza Sarmaasmaterchak, R.S. Dag No. 97** corresponding **L.R. Dag No. 137, L.R. Khatian No 501, J.I. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSE Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24 Parganas (South) [Said Land]**, described in the **Schedule** below

7.2 Consideration: The sale, conveyance and transfer of the Said Land is being made in consideration of a sum of Rs. 14,00,000/- [Indian Rupees Fourteen lac] 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 same.

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, debentures, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversimary 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 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 Vendors' 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 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 Vendor hereby indemnifies 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 Vendor 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 **Indemnity by the Introducer as well as identifier and Witness:** The introducer as well as identifier and witness of this Deed of Conveyance will be liable in any dispute if so arises in relation to this land and they will solve the problem accordingly. In this respect the purchaser and Purchaser's Advocate will not bear any responsibility. It is also stated that ownership of the land in relation to title and Possession, to be proved exclusively by the Owner/Vendor, the identifier as well as introducer.
- 8.9 **Searching in relation to the Title:** Searching in relation to the Title conducted by the Purchaser, identifier as well as introducer and/or Witness so far it is learnt from them and above stated persons have confirmed their title in relation to the Land, knowing fully well about the marketable title of the Land, are going to execute this Deed of Conveyance. This Deed of Conveyance is executed totally based upon the document/allied paper supplied and information by the Purchaser, Owner/Vendor and identifier as well as introducer. In this respect the Purchaser's Advocate will not bear any responsibility. The title of the Land is very much with in the knowledge of the Purchaser, identifier as well as Introducer and/or Witness. In this respect the Purchaser's Advocate will not bear any responsibility.
- 8.10 **Further Acts:** The Vendors hereby covenant that the Vendor 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.

Schedule
(Said Land)
[Subject Matter of Sale]

ALL THAT piece and parcel of Land measuring 20 decimal more or less comprised in Mouza Sarmasmaterchak, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSE Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24 Parganas (South), and several R.S. and L.R. Dag and L.R. Khatian Nos as follows


R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Classification	Area of Total Dag in decimal more or less	Sold Area in decimal more or less
97	137	501	Sali	74	20


Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land delineated in the Plan annexed and bordered in colour Red thereon and butted and bounded as follows:

On the North : R.S. Dag No. 98
On the East : R.S. Dag No. 131
On the South : R.S. Dag No. 97 [Part]
On the West : R.S. Dag No. 97 [Part]

9. Execution and Delivery:

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


L.T. 1 of Panora Kyal
by the per of
Sankhu Nath Sarda.


L.T. 1 of Subharna Sarda.
by the per of
Sankhu Nath Sarda.

[Vendors]

Devi Ganga Pur
Mamla Ganga

[Purchaser]


Witnesses:

1. Shri. H. Sarda
S/o. H. Sarda, H. Sarda
21, 34, Kallina Street, Kallina.
2. Koti Kallina - 700002
Baldev Pailan
L.T. Sankhu Pailan
Viz. Sarmast chak P. Pailan
KOL - 104


Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 14,00,000/- [Indian Rupees Fourteen Lac] 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.]
390334	30.06.2014	SBI -	7,00,000/-
719994	30.06.2014	Dena Bank	7,00,000/-
Total Rs.			14,00,000/-


 L.T. of purchase money
 by the Per of
 Sancho Nath Sarda

[Vendors]


 L.T. of Subscribed
 by the Per of
 Sancho Nath Sarda












Witnesses:





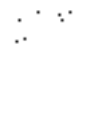






1. Harajit Singh












2. Balbir Paul





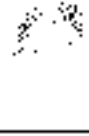
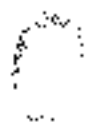
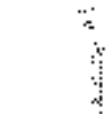




Drafted by me as per document produce before me

M.C. [Signature]
 Advocate

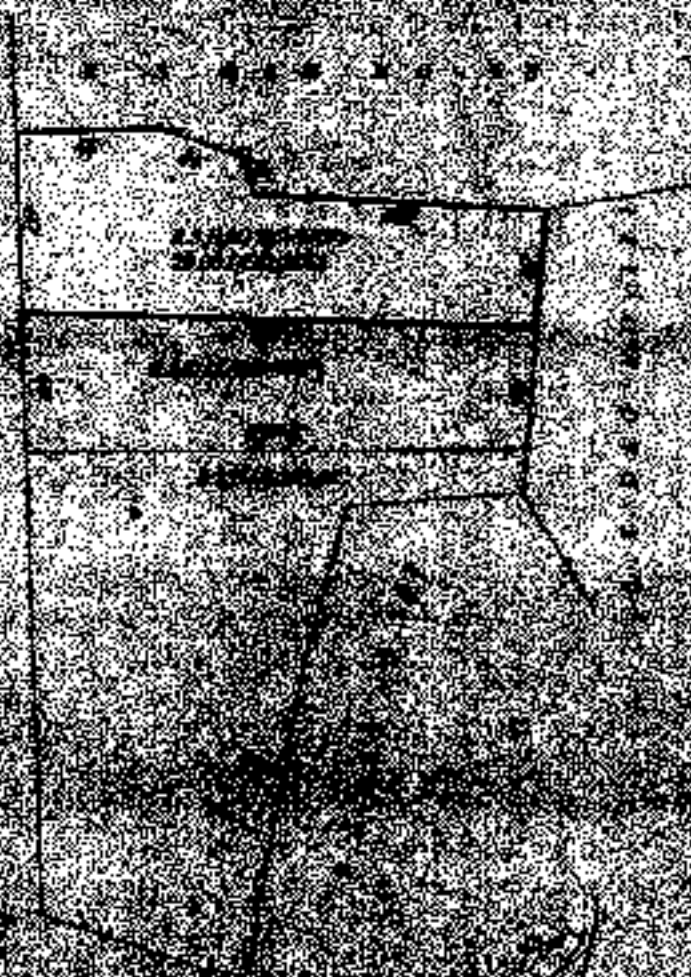
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	Impres- sion of Right hand's finger					

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 Signature <i>Maan Singh</i>	Impres- sion of Left hand's finger					
	Impres- sion of Right hand's finger					

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Name		Thumb	Index	Middle	Ring	Little
 Signature <i>Maan Singh</i>	Impres- sion of Left hand's finger					
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L. T. of Subodha Sarda
by the finger - Samichu Path Sarda



THESE DOCUMENTS SONT
DEPOSES A LA BIBLIOTHEQUE
NATIONALE DE LA FRANCE

LE 10/01/1968
PAR LE SERVICE
DE LA BIBLIOTHEQUE
NATIONALE



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

Endorsement For Deed Number : I - 05971 of 2014
(Serial No. 05038 of 2014 and Query No. 1604L000011718 of 2014)

On 30/06/2014

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

Presented for registration at 19.50 hrs on 30/06/2014, at the Private residence by Mrinal Canti Roy, one of the Claimants.

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

Execution is admitted on 30/06/2014 by

1. Parash Kaya, son of Late Sukhamoy Kaya, Samasterchak Doulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession : Cultivation
2. Shubhadra Sardar, wife of Brindaban Sardar, Dakshin Sardar Para Amgachhiya, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession : House wife
3. Mrinal Canti Roy, son of Late Chunilal Roy, 25 Sourin Roy Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Business
 Identified By Nishi Kanta Sardar, son of Brindaban Sardar, Amgachia, . Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, . By Caste: Hindu, By Profession: Student.

(Tridip Misra)
 DISTRICT SUB-REGISTRAR-IV

On 02/07/2014

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.-16,00,000/-

Certified that the required stamp duty of this document is Rs.- 80010 /- and the Stamp duty paid as: Impresive Rs.- 50/-

(Tridip Misra)
 DISTRICT SUB-REGISTRAR-IV

On 17/07/2014

Payment of Fees:

Amount By Cash

Rs. 17628.00/-, on 17/07/2014

(Under Article : A(1) = 17589/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 17/07/2014)

Deficit stamp duty

Deficit stamp duty Rs. 80010/- is paid , by the draft number 561298, Draft Date 17/07/2014, Bank : State Bank of India, Kolkata High Court Branch, received on 17/07/2014

(Tridip Misra)
 DISTRICT SUB-REGISTRAR-IV



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

Endorsement For Deed Number : I - 05971 of 2014
(Serial No. 05038 of 2014 and Query No. 1604L000011718 of 2014)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 07/08/2014

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.

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

Execution is admitted on 07/08/2014 by

1. Maula Gazi, son of Late Mosaraf Hossain Gazi , Paikar, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Muslim. By Profession : Business

Identified By Mani Sankar Roy Chowdhury, son of ., High Court Calcutta, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.



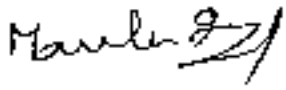
(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05038 / 2014

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

Sr No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Maula Gazi Address -Pailan, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104	Self	 07/08/2014	 LTI 07/08/2014	

Name of Identifier of above Person(s)

Mani Sankar Roy Chowdhury
High Court Calcutta, District:-Kolkata, WEST BENGAL,
India,

Signature of Identifier with Date



7/08/2014




(Aridip Misra)

DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

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