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T-1138



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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

The document is admitted to registration. The endorsement sheets and the signature sheet attached with this deed are part of the document.

*San*

Registrar, Malda  
U/G 7(2) of the Registration Act

*Tapas Bhowmik*

Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2013)

G 247271

**DEED OF CONVEYANCE**

28 JAN 2013

**THIS DEED OF CONVEYANCE** is made on 22<sup>nd</sup> January 2013 (Two Thousand and Thirteen) **BETWEEN SRI TAPAS BHOWMIK** son of Late Tarak Chandra Bhowmik, by faith - Hindu, by occupation - Advocate, by Nationality - Indian, residing at 99, Sarat Chatterjee Road, Police Station - Lake Town, Kolkata - 700089, appointed as a Receiver by Virtue of the order passed by the Learned Recovery Officer -II, Debt Recovery Tribunal No.II, Kolkata referred to and called as **THE VENDOR** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include, all his executors, successors in office) of the **FIRST PART.**

*Done by me.*

*In Amas Mr. Das  
Advocate  
Malda.*

*22/01/2013.*

04 JAN 2013

SL. NO. 62088 DATE.....

NAME.....

Atwar. Ali

ADD.....

Vill+PO-choto Sujapur. P.S-Kaliachak

AMT.....

(one thousand only) Malda-732206

*Tapas Bhowmik*

Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : 11 by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010

*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



577  
22/01/13

*Tapas Bhowmik*

Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : 11 by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010



Registrar, Malda  
J/s 7(2) of the Registration Act

22 JAN 2013

Sayed Sarif Ali

s/o - Late Sayed Sarafat Ali  
S.B. Tower, G. Rabindra Avenue,  
P.O. & Dist - Malda.

- **AND** -

Tapas Aluw

Tapas Bhowmik  
 (Receiver appointed by  
 LD. Debt. Recovery Tribunal  
 No. : II by his order No. : 22  
 dated 28.12.2012 in connection  
 with Case No. : RC/14/2013)

(1) **SRI ANWAR ALI**, son of Late Idris Saikh, by faith - Muslim by occupation - Business, residing at Village and Post Office - Choto Sujapur, Police Station - Kaliachak, District - Malda, Pin - 732206 and (2) **SMT. CHANDANA DE (RUBI)**, wife of Anwar Ali, by faith - Muslim by occupation - Business, residing at Village and Post Office Choto Sujapur, Police Station - Kaliachak, District - Malda, Pin - 732206, hereinafter referred to and called as the **PURCHASERS** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include all their legal heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Silk Khadi Seva Mandal was the sole and absolute owners of immovable property including ALL THAT as per schedule "A" during this business time for a long time by way of inheritance.

AK Das.  
 Adv.

Handwritten text, possibly a name or address, located in the upper left quadrant of the page.



Registrar, Malda  
J/s 7(2) of the Registration Act.

'22 JAN 2013

Tapas Bhowmik  
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 (Receiver appointed by  
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**AND WHEREAS** after enjoying the property mentioned in Schedule - A took a loan in the name of this business i.e. Silk Kadai seva Mandal" is a Society formed near about 54 years ago as a non-profit making society for the benefit of down trodden weavers of the locality. As credit facilities were required, the said society namely, Silk Khadi Seva Mandal availed cash credit Facility for a sum of Rs.88 lacs from the State Bank of India, Bishnupur Branch under ISEC (Interest subsidy eligibility certificate) of KVIC since 1984 upto 2004.

**AND WHEREAS** the request by the Silk Khadi Seva Mandal an inter se agreement was entered into between KIVC and Branch Manager, SBI, Bishnupur Branch to surrender first charge for the immovable properties of the Silk Khadi Seva Mandal in favour of the State Bank of India, Bishnupur Branch wherein it has been agreed that the first charge over the property of Silk Khadi Seva Mandal lies with the State Bank of India and KIVC shall have the next charge till ten liabilities of the Bank on account of loans and advances granted by the State Bank of India to the Silk Khadi Seva Mandal is satisfied in full.

Ab Das  
 Adv.



Registrar, Malda  
1/s 7(2) of the Registration Act

22 JAN 2013

Tapas Bhowmick  
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**AND FURTHER** the Silk Khadi Seva Mandal could not pay all the dues of the Bank, the State Bank of India on or about 6<sup>th</sup> July, 2006 served a Demand Notice through the Advocate and thereafter filed the Recovery case being No. OA/149/2006 before the Debt Recovery Tribunal No. 2 to recover the Debt Dues and even after that dues of the Bank was not paid by the Silk Khadi Seva Mandal.

**AND WHEREAS** since the dues payment could not be referred by the Silk Khadi Seva Mandal even after so many reminder the said Bank has filed an execution case vide case No. RC/14/2010 before the Learned Recovery Officer-II of Kolkata Debt Recovery Tribunal No.II and ultimately the sale process was started for the said property as per Schedule "A" to recover the dues of the Bank.

**AND WHEREAS** parties in the said execution case No. RC/14/2010, the Bank desires to get the sale proceeds by selling the properties as per schedule A and accordingly the Hon'ble Tribunal directed the Receiver Mr. Tapas Bhowmick,

Ar Das.  
 Adv.



Registrar, Malda  
s/s 7(2) of the Registration Act

22 JAN 2013



Tapas Bhowmik

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(Receiver appointed by  
LD. Debt. Recovery Tribunal  
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dated 28.12.2012 in connection  
with Case No. : RC/14/2010)

Advocate to sell the said property by public auction under the supervision of the Debt Recovery Tribunal – II but subject to confirmation of such sale by the Hon'ble Tribunal, Kolkata and thereby directed also the Receiver to act as Vendor and directed to the State Bank of India to publish the sale Notice in the daily newspaper.

**AND WHEREAS** as per order No.18 dated 20.11.2012, the Tribunal was conducted action to sale the property mentioned as per schedule "A" The Learned Tribunal has received three bidder from the Intending buyers and finally the highest bidder are Anwar Ali and Chandana De who was offered of Rs.2,01,50,000/- (Rupees Two crore one lac fifty thousand) only. The highest bidder has deposited sum of Rs.55,00,000/- (Rupees Fifty five lacs) only towards the initial deposit.

**AND WHEREAS** the Learned Tribunal has directed to the State Bank of India to receive full payments in the form of Demand Draft from the highest bidder within 15 days and keep the money in the interest bearing account.

AS Das  
Adv.



Registrar, Malda  
J/s 7(2) of the Registration Act.  
22 JAN 2013

Tapas Bhowmik  
Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/201)

receiving the full consideration money of Rs.2,01,50,000/-  
(Rupees Two Crores One Lac Fifty Thousand) only and also  
provide the rights of recursions to the purchaser by virtue  
of this Deed of Conveyance.

- 2) That the vendor herein provide the Khas, Peaceful and vacant possession of the land described in the schedule A to the purchaser herein without any prejudice.
- 3) That the vendor hand over all the originals of the pertinent documents to the purchaser by virtue of this Deed.
- 4) That the vendor and/or his any legal heirs and/or any borrower of the said bank in respect of the above property would not be entitled to claim any title, interest of the said land at any point of time from the execution of this Deed.
- 5) That the vendor does not have any liability to clear all the dues regarding taxes, be it statutory or not, regarding the said land and produce all the clearance certificate/s before

Ab-Das  
Adv.



Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013

Tapas Bhowmik

Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribuna  
No. : II by his order No. : 22  
dated 28.12.2012 incorporated  
with Case No. : RC/14/2.)

**AND WHEREAS** during the sale of the property by the Learned Tribunal to the highest bidder and the purchaser herein had purchased the property measuring 171.925 decimals and as a successful purchaser has got the confirmed sale certificate on 28<sup>th</sup> December 2012 by paying an amount of Rs.2,01,50,000/- (Rupees Two Crores One Lac Fifty Thousand) only.

**NOW**, the purchaser herein wants to register the said schedule of property with ADSR, Malda thereafter being mutually agreed upon will execute this deed by fulfilling the following terms and conditions.

**NOT THIS INDENTURE WITNESSETH AND IT IS  
HEREBY AGREED AND DECLARED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS :-**

- 1) That the Vendor herein sells, conveys and transfer the right, title, interest of the said immovable property to the purchaser herein by way of registration before the appropriate registering authority simultaneously after

As Das  
Adv.



Registrar, Malda  
J/s 7(2) of the Registration Act

22 JAN 2013

*Tapas Bhattacharya*

Tapas Bhattacharya  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010)

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The purchasers and/or amicable and mutually adjust with the purchaser after mutual discussions.

6. That the vendor has already expressed the details to the purchaser during sale of the property that the property was declared during auction was as is where is basis.

**SCHEDULE – “A” ABOVE REFERRED TO :**

**(Specification of Property)**

**Schedule & Specification of Property**

**Mouja Chhoto Sujapur**

**J.L. No – 117, P.S. Kaliachak, dist – Malda.**

**Khatian No. – 2105/1 (L.R.)**

**A. All that Piece of Land** measuring 5.375 dec. by nature of bastu of Plot no.- 318 by virtue of Deeds No.- 15377, 15378, 15379 and 15380 respectively dated 30.12.81.

**B. All that Piece of Land** measuring 22 dec and 6 dec = 28 dec by nature of bastu of plot no 358 by virtue of deed no 11029 dt. 21.09.64, also deed no. 2837 & 2839 respectively dt 11.2.1976.

**C. All that Piece of Land** measuring 29 dec. by nature of factory shed of plot no 359 by virtue of deed no 11029 dt 21.9.64.

*Atk Das.*  
*AM.*



Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013



*Tapas Bhowmik*

Tapas Bhowmik  
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No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010)

- D. All that Piece of Land** measuring 3.5 dec. by nature of Vita of plot no 357 by virtue of deed no 2544 dt 1.3.1964.
- E. All that Piece of Land** measuring 20.75 dec. by nature of factory shed of plot no 361 by virtue of deed no 12738 dt 20.12.1969 and deed no 10347 and 10345 respectively both are dated 5.12.1972.
- F. All that Piece of Land** measuring 02 dec. by nature of bastu of plot no 362 by virtue of deed no 12738 dt 20.12.1969.
- G. All that Piece of Land** measuring 51 dec. by nature of factory shed of plot no 360 by virtue of deed no 9163 dt 8.6.1973 and also deed no. 17922 and 17923 respectively both are dated 25.10.75.
- H. All that Piece of Land** measuring 7.5 dec. by nature of bastu of plot no 360/900 by virtue of deed no 9163 dt 8.6.1973.
- I. All that Piece of Land** measuring 3.3 dec. by nature of bastu of plot no 318 by virtue of deed no 2837 dt 11.2.1976.
- J. All that Piece of Land** measuring 08 dec. by nature of bastu of plot no 375 by virtue of deed no 12378 dt 20.12.1969.
- K. All that Piece of Land** measuring 7.5 dec. by nature of bastu of plot no 376 by virtue of deed no 12378 dt 20.12.1969.
- L. All that Piece of Land** measuring 06 dec. by nature of bagan of plot no 319 by virtue of deed no 15377, 15378, 15379, 15380 dt 30.12.1981.

*AK Das*  
*Adv.*



Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013

Tapas Bhowmik

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(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010)

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PAN NO. OF VENDER - AEDPB9660A.

PAN NO. OF PURCHASERS - 1. AEKPA4600E.

2. AGQPD1071N.

The property is butted and bounded by

- East : Old National Highway (District Board Road)
- West : National High Way - 34.
- North : 7 'Lave/Sethu Seikh House/ Kaji Aub Aliqgan
- South : House of Haziuddin Seikh / Subal Seikh / Abdul Rasid Molla / Sariul Molla.

IN WITNESSETH WHEREOF The parties have hereunto set and subscribed their respective hands of the day, month and years first above written

WITNESSES :-

Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with Case No. : RC/14/2010)

SIGNATURE OF THE VENDOR

1. Sayed Sarif Ali  
S/o. Late Sayed Sabirul Haque  
S. B. Tower, 6, Rabindranath Avenue  
P.O. Dist. Malda -

*(Handwritten signature of Sayed Sarif Ali)*

2. Md. Asraul Haque  
Vill. P.O. Choto Sujapur  
Dist - Malda

*(Handwritten signature of Md. Asraul Haque)*

SIGNATURE OF THE PURCHASER

Drafted By-

Printed By-

Md. Ajahar Uddin  
Md. Ajahar Uddin  
Qview, Malda.

*(Handwritten signature of Amar Kumar Das)*  
Advocate.  
Malda.

22/01/2013.

EM. Tolkenat no - F. 195/172/1989



Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013

**MEMO OF CONSIDERATION**

**RECEIVED** sum of Rs. Rs.2,01,50,000/- (Rupees Two Crores One Lac Fifty Thousand) only from Sri Anwar Ali son of Late Idrish Saikh and Smt. Chandana De (Rubi) wife of Anwar Ali towards the full and final consideration money as follows :-

1.	Draft No. 717098 dated 16.12.2012	Rs.20,00,000/-
2.	Draft No. 362492 dated 09.11.2012	Rs.05,00,000/-
3.	Draft No. 362491 dated 09.11.2012	Rs.05,00,000/-
4.	Draft No. 362489 dated 08.11.2012	Rs.05,00,000/-
5.	Draft No. BGVB 7708 dt. 05.11.2012	Rs.20,00,000/-
6.	Draft No. 607814 dated 04.12.2012	Rs.15,00,000/-
7.	Draft No. 209826 dated 06.12.2012	Rs.18,00,000/-
8.	Draft No. 209661 dated 06.12.2012	Rs.07,00,000/-
9.	Draft No. 209579 dated 06.12.2012	Rs.35,00,000/-
10.	Draft No. 209712 dated 06.12.2012	Rs.37,50,000/-
11.	Draft No. 007806 dated 07.12.2012	Rs.20,00,000/-
12.	Draft No. 007807 dated 07.12.2012	Rs.04,00,000/-
	<b>Total :</b>	<b>Rs.2,01,50,000/-</b>

(Rupees Two Crores One Lac Fifty Thousand) only.

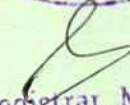
**WITNESSES :-**

- 1) Sayed Sarif Ali  
S/o. Late Sayed Sarifot Ali  
S.B. Tower. 6, Rabindra Avenue,  
P.O & Dist - Malda.
- 2) Md. Asraul Haque  
Vill + P.O. Choto Sujanpur  
Dist - Malda

*Tapas Bhowmik*  
Tapas Bhowmik  
(Receiver appointed by  
LD. Debt. Recovery Tribunal  
No. : II by his order No. : 22  
dated 28.12.2012 in connection  
with the case No. : 12/2012)

**SIGNATURE OF THE VENDOR**



  
Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013

**SPECIMEN FORM FOR TEN FINGER PRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

*Mapas B...*  
 Tapas Bhowmik  
 (Receiver appointed by  
 LD. Debt. Recovery Tribunal  
 No. : II by his order  
 dated 28.12.2012  
 with Case No. : RC/14/2010)



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

*Anwar Ali*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

*Chandana S.*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



Registrar, Malda  
S/s 7(2) of the Registration Act.

22 JAN 2013



Dated This .... Day of ..... 2013

**BETWEEN**

**SRI TAPAS BHOWMIK**

... **VENDOR**

-AND-

(1) **SRI ANWAR ALI**  
(2) **SMT. CHANDANA DE (RUBI)**

... **PURCHASERS**



**DEED OF CONVEYANCE**

Registrar, Malda  
J/s 7(2) of the Registration Act.

22 JAN 2013

**TAPAS BHOWMIK**

Advocate  
69, Girish Park, North,  
Kolkata - 700006.



Registrar, Jaipur  
The (S) of the Registrar,

22 JAN 2013



Government Of West Bengal  
Office Of the D.S.R. MALDA  
District:-Malda

Endorsement For Deed Number : I- 01138 of 2013  
(Serial No. 00981 of 2013)

**On 22/01/2013**

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

Presented for registration at 17.50 hrs on :22/01/2013, at the Private residence by Tapas Bhowmik, Executant.

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

Execution is admitted on 22/01/2013 by

1. Tapas Bhowmik  
Representative, Ld. Recovery Officer- I I, Debt Recovery Tribunal No. I I, Kolkata ( Appointed As A Receiver), P.O. :- ,District:-Kolkata, WEST BENGAL, India, ,  
By Profession : Advocate

Identified By Sayed Sarif Ali, son of Lt Sayed Sarafat Ali, S. B. Tower, 6, Rabindra Avenue, Thana:-English Bazar, P.O. :-Malda ,District:-Malda, WEST BENGAL, India, , By Caste: Muslim, By Profession: Others.

( Sadhan Sarif )  
DISTRICT SUB REGISTRAR

**On 24/01/2013**

**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.-2,01,50,000/-

Certified that the required stamp duty of this document is Rs.- 1200000 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

( Sadhan Sarif )  
DISTRICT SUB REGISTRAR

**On 28/01/2013**

**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 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. 221671.00/-, on 28/01/2013

( Sadhan Sarif )  
DISTRICT SUB REGISTRAR  
Registrar, Malda  
( Mohul Mukherjee )  
U/s 7(a) of the Registration Act, 1908  
DISTRICT SUB REGISTRAR  
EndorsementPage 1 of 2

28/01/2013 17:14:00

28 JAN 2013

INSTITUTIONAL INVESTORS

INSTITUTIONAL INVESTORS

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Registrar, Maldives  
USA SEC of the Registrar Act

28 JAN 2013



**Government Of West Bengal**  
**Office Of the D.S.R. MALDA**  
**District:-Malda**

**Endorsement For Deed Number : 1 - 8 of 2013**  
**(Serial No. 00981 of 2013)**

( Under Article : A(1) = 221639/- ,H = 28/- ,M(b) = 4/- on 28/01/2013 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 708000/- is paid , by the draft number 717451, Draft Date 28/01/2013, Bank : State Bank of India, MALDA, received on 28/01/2013
2. Rs. 500000/- is paid , by the draft number 717455, Draft Date 28/01/2013, Bank : State Bank of India, MALDA, received on 28/01/2013

( Mohul Mukherjee )  
**DISTRICT SUB REGISTRAR**

28/01/2013

Registrar, Malda  
The Act of the Registration Act

28 JAN 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 1  
Page from 4856 to 4872  
being No 01138 for the year 2013.



(Mohul Mukherjee) 28-January-2013  
DISTRICT SUB REGISTRAR  
Office of the D.S.R. MALDA  
West Bengal

