

54/10/2019

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भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 469752

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

District Sub-Registrar-II  
Howrah

05 SEP 2019

DEED OF CONVEYANCE

P.S. Bally New Nischinda, District- Howrah

Value - 11,25,000/-

THIS DEED OF CONVEYANCE is made on this  
05 day of SEPTEMBER Two Thousand and Nineteen  
(2019).

191621/20  
5/9/19

**SRI TUSHAR KANTI SINGHA ROY**, (PAN No. BUQPS9904Q), son of Late Narendranath Singha Roy, by faith Hindu, by occupation Retired , resident of Bally Nischinda, within Police Station Nischinda, in the District of Howrah, hereinafter referred to as the "**VENDOR/OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his legal representatives, executors, administrators, assigns, etc.) **of the "ONE PART"**

**AND**

**1. SMT. NEELAM DAS**, (PAN No. ANOPD6293P), wife of Sri Suresh Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah and **2. SMT. CHAYYA DEVI SHAW**, (PAN No. ACPBS1795R), wife of Late Muraridhar Shaw, by faith Hindu, by occupation Housewife, resident of Mohindra Desbandhu Sarani, P.O. Ghosh Para, within P.S. Bally, in the District of Howrah, hereinafter referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective legal heirs, executors, administrators, legal representatives, successor-in-office, assignees etc.) of the "**OTHER PART**";

**WHEREAS ALL THAT** piece and parcel of **Doba** measuring about **14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet**, appertaining to **appertaining to Revenue** Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632, under Khatian 8784, J.L.

No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto, morefully and particularly described in the **SCHEDULE "A"** herein below;

**AND WHEREAS** the aforesaid property, morefully and particularly described in the Schedule "A" hereinbelow, was originally belonged to one Narendranath Singha Roy whose name had been duly recorded in the C.S. record of right and he had been duly possessing as well as enjoying the said property having sixteen annas right, title and interest therein not only by exercising all sorts of overt acts over the same but also by mutating his name before the Bally Municipality as true and lawful owner thereof and also by taking all sorts of usufructs therefrom without any interruption from any corner whatsoever;

**AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property, morefully described in the Schedule "A" hereinbelow, as true and lawful owner said Narendranath Singha Roy (the father of the Vendor/Owner of the One Part) executed a registered Deed of Settlement in favour of his wife viz. Smt. Abha Rani Singha Roy inter alia giving her life interest in respect of the aforesaid property, morefully described in the Schedule "A" hereinbelow and after her demise the aforesaid property shall devolved upon his son viz. Sri Tushar Kanti Singha Roy, the Vendor/ Owner of the One Part and his daughter Smt. Rama Rani Singha Roy and the said Deed of Settlement dated 08.07.1985 was duly

registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 68, Pages from 361 to 366, Being No. 3983, For the Year 1985;

**AND WHEREAS** after demise of said Smt. Abha Rani Singha Roy (the mother of the Vendor/Owner of the One Part) her son Sri Tushar Kanti Singha Roy, the Vendor/ Owner of the One Part and his daughter Smt. Rama Rani Singha Roy jointly acquired the aforesaid property, morefully and particularly described in the **SCHEDULE "A"** hereunder written and they had/have been in peaceful possession as well as enjoyment of the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof and also by payment of Government revenues, taxes, etc. before the different authorities and also by taking all sorts of usufructs therefrom;

**AND WHEREAS** the VENDOR/OWNER of the ONE PART, while thus being jointly lawfully seized and possessed of the aforesaid property, morefully described in the **SCHEDULE "A"** herein below, in the aforesaid manner, on account of his bonafide and lawful necessity, sometimes in the month of February, 2015 desired to sell out or transfer or convey his undivided  $\frac{1}{2}$  share in respect of the "A" Schedule property i.e. **All That** piece and parcel of undivided half share of Doba measuring about **07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet** be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi

No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632 under Khatian No. 8784, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto free from all sorts of encumbrances, charges, liens, lis pendenses, demands, claims, attachment, debts dues, acquisition and requisition, morefully and particularly described in the SCHEDULE "B" hereinbelow, hereinafter referred to as the "**SAID PROPERTY**", out of the aforesaid property, morefully described in the SCHEDULE "A" hereinbelow, at the prevailing highest available market price and the PURCHASERS of the OTHER PART, after being satisfied with the declaration as well as representation made by the VENDOR/ OWNER of the ONE PART to that effect that the VENDOR/ OWNER of the ONE PART has got clear and marketable title and full authority to sell or transfer or convey the "Said Property" and the "Said Property", being intended to be sold is free from all encumbrances, have become interested to purchase the same from him and made a proposal to him to sell out the same in their favour free from all encumbrances at a total consideration of **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Thousand) only** and the VENDOR/OWNER of the ONE PART has assured and/or confirmed that the "Said Property" is absolutely free from all encumbrances and thereby accepted such proposal of the PURCHASERS of the OTHER PART considering the price for selling as highest available market price and agreed to sell out the "Said Property" in favour of the PURCHASERS of the OTHER PART free from all sorts of encumbrances against such valuable consideration;

**AND WHEREAS** all the parties hereto in order to complete such transaction as agreed verbally entered into an **Agreement for Sale on 6<sup>th</sup> day of February, 2015** with various terms and conditions as fully embodied therein and the Vendor/Seller of the One Part on acceptance of a sum of Rs.04,00,000.00 (Rupees Four Lakhs) only as part payment out of the total consideration amount of **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Thousand) only** for the purpose of selling the "Said Property" duly executed and registered the said Agreement for Sale in respect of the "Said Property" in favour of the Purchasers of the Other Part on the said date i.e. 06.02.2015 and accordingly, the said Agreement for Sale dated 06.02.2015 was duly registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated in the said office vide Book No. I, CD Volume No. 5, Pages 3482 to 3494, Being No. 01355, For the Year 2015 and a sum of Rs.04,00,000.00 (Rupees Four Lakh) only has been paid by the purchasers of the Other Part in favour of the Vendor/Owner of the One Part towards part consideration out of the total consideration amount of **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Thousand) only;**

**AND WHEREAS** at the time of registering such Instrument of Agreement for Sale dated 06.02.2015, since been duly executed by and between the present Vendor/Owner of the One Part and the Purchasers of the Other Part, the Purchasers of the Other Part already paid the required Stamp Duty to the District Collectorate of Howrah, as was assessed by the Registering Authority;

**AND WHEREAS** ultimately, in terms of the said registered Agreement for Sale dated 06.02.2015, the Vendor/Owner of the One Part has delivered peaceful possession of the "Said Property" in favour of the Purchasers of the Other Part on 06.02.2015 with further requests to the Purchasers of the Other Part to make an immediate arrangement for preparation of final deed of conveyance in respect of the "Said Property" with undertaking that he would register the said final Deed of Conveyance in respect of the "Said Property" in favour of the Purchasers of the Other Part on the date as will be fixed by them and the Purchasers of the Other Part on receiving such delivery of possession partly on 06.02.2015 in respect of the "Said Property" immediately started to proceed with making necessary arrangement for registering the final Deed of Conveyance in respect of the "Said Property" in their favour;

**AND WHEREAS** the PURCHASERS of the OTHER PART, being absolutely desirous to purchase the "Said Property" have informed the VENDOR/OWNER of the FIRST PART that they are ready to register the Deed of Conveyance in their name by paying the balance amount of Rs.07,25,000.00 (Seven Lakh Twenty Five Thousand) only and also requested the VENDOR/OWNER of the ONE PART to execute and register a proper Deed of Conveyance in their favour after acceptance of the balance consideration price of Rs.07,25,000.00 (Seven Lakh Twenty Five Thousand) only out of the total consideration amount of **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Thousand) only** after verification of the draft deed of conveyance and after approval of the same but subject to having clear

marketable title and authority of the VENDOR/OWNER of the ONE PART to execute and register the same in favour of the PURCHASERS of the OTHER PART and for the said purpose, the VENDOR/OWNER of the ONE PART, being the Lawful Owner of the "Said Property" also responded to such request of the PURCHASERS of the OTHER PART by executing this Deed of Indenture with free volition of mind and without having any sorts of confusion in this regard after preparation of this Deed of Conveyance this day in presence of the VENDOR/OWNER of the ONE PART after his final correction on the draft deed of conveyance.

**NOW IT IS HEREBY AGREED BY AND THIS INDENTURE WITNESSETH**

**as follows:**

That on the basis of aforesaid declaration as well as representation made on the part of the VENDOR/ OWNER of the ONE PART that the property to be sold is absolutely free from all encumbrances and he has got absolute saleable right and authority to sell the "Said Property", the PURCHASERS of the OTHER PART has paid a sum **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Thousand) only** in favour of the VENDOR/OWNER of the ONE PART as per **Memo of Consideration** stated herein below, the receipt whereof, the VENDOR/ OWNER of the ONE PART doth hereby acknowledge and accept and the VENDOR/OWNER of the ONE PART thus, hereby sells, conveys, transfers and assigns her undivided right, title and interest in respect of the "**SAID PROPERTY**", morefully and particularly described in the **SCHEDULE-"B"** herein below being part of the **SCHEDULE-"A"** property **TOGETHER WITH** all rights of easements, including right of



administrators and assigns, as the case may be will remain liable to square up all Government rents and municipal taxes, dues, etc., if the same is still due in respect of the property sold till this date;

**AND FURTHER MORE**, the VENDOR/OWNER of the ONE PART and her legal heirs, legal representatives, successors-in-interest, executors, administrators and assigns shall at all times hereafter indemnify and keep indemnified the said PURCHASERS of the OTHER PART, their legal heirs, legal representatives, successor-in-interest, executors, administrators and assigns against any loss, damage, costs, charges and expenses if any, suffered by any reason or any defect in the **TITLE** of the VENDOR/OWNER of the ONE PART or any breach of covenants hereto contained and the possession of the Schedule noted property being sold is also delivered to this PURCHASERS of the OTHER PART on this day, month and year as above written.

**SCHEDULE - "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of **Doba** measuring about **14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet**, appertaining to **appertaining to Revenue** Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632, under Khatian 8784, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of

Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto, being butted and bounded as follows :-

**SCHEDULE- "B" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of undivided half share of Doba measuring about **07(Seven) Cottahs 04 (Four) Chhittaks 00 (Zero) Square Feet** be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632 under Khatian No. 8784 , J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto free from all sorts of encumbrances, charges, liens, lispenses,, demands , claims attachment, debts dues, acquisition and requisition, being part of the **SCHEDULE "A"** property hereinabove;

The **PURCHASERS** of the Other Part shall use the aforesaid Doba as it is being used by the **VENDOR/ OWNER** of the One Part and the Purchasers of the Other Part undertake not to change the nature and character of the same ;

**MEMO OF CONSIDERATION**

<b>PARTICULARS OF PAYMENT OF CONSIDERATION</b>	<b>Amount (In Rs.)</b>
Earnest Money paid	04,00,000.00
Cash on 08.11.2015	01,50,000.00
Cash on 18.11.2016	02,00,000.00
Cash on 16.03.2017	02,00,000.00
Cash on 10.06.2017	01,00,000.00
Cash on 22.05.2019	75,000.00
<b>Total Paid</b>	<b>11,25,000.00</b>

**(Rupees Eleven Lakh Twenty Five Thousand) only**












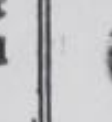


Received a sum of **Rs 11,25,000.00 (Rupees Eleven Lakh Twenty Five Thousand) only** from the abovenamed PURCHASERS of the OTHER PART towards the highest available market price for selling the aforementioned "B" Schedule noted property, as fully mentioned in the MEMO herein above preceded by delivery of possession of the same in their favour absolutely.

*Tarun Singh*

















**Signature of the Vendor/ Owner**

**of the One Part)**














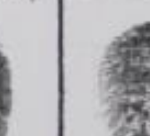


# FORM FOR TEN FINGER IMPRESSION

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
							
		Thumb		Fore	Middle	Ring	Little
							
		Thumb		Fore	Middle	Ring	Little
							

**Signature**           Tusey Kand. Singh Roy          

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
							
		Thumb		Fore	Middle	Ring	Little
							
		Thumb		Fore	Middle	Ring	Little
							

**Signature**           Neelam Das          

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
							
		Thumb		Fore	Middle	Ring	Little
							
		Thumb		Fore	Middle	Ring	Little
							

**Signature**           LTI of Sheya Darsi Sher          

BY THE FINGER DEPARTMENT

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 0513-2019, Page from 164793 to 164821  
being No 051305080 for the year 2019.



Digitally signed by PANCHALI MUNSHI  
Date: 2019.09.05 14:56:10 +05:30  
Reason: Digital Signing of Deed.

*Panchali Munshi*

(Panchali Munshi) 9/5/2019 2:55:58 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II HOWRAH  
West Bengal.

(This document is digitally signed.)