

ক্রিপা ও উত্তর ২৪ পরণী

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s Constituted attorney

Proprietor



At This tried Sub-Registrat 24 PG3 (N)

3 C SEP 2017

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1. SRI RATAN SARKAR, 2. SRI ASHOK SARKAR, 3. SRI JAYANTA SARKAR, all are sons of Late Umakanta Sarkar, all are by Faith — Hindu, by Occupation — Service, by Nationality — Indian, all are residing at South Nimta, East Alipore, Harisabha Math, P.O. Nimta, Kolkata — 700 049, P.S. Nimta, Dist. North 24 Parganas, hereinafter jointly called, referred, identified and recognized as the "VENDORS / LAND OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the FIRST PART.

The Vendors represented through their lawful constituted attorney namely SRI DILIP SEN, son of Late Gopal Sen, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Kaikhali, Chiriamore, P.O. Rajarhat-Gopalpur, P.S. Airport, Kolkata – 700–136, Dist. North 24 Parganas, by dint of a Registered Bengali Power of Attorney (Ammoktarnama), which was executed and registered on 22nd September, 2011, before the office of A.D.S.R., Bidhan Nagar, Salt Lake City and the same was recorded in Book No. IV, CD Volume No. 2, Pages 963 to 970 being No. 01150 for the year 2011.

AND

SRI KISLAY SINGH, son of Sri K. K. Singh, by faith – Hindu, by Occupation – Business, residing at 302, Block – 'A', Fortune Township, Jessore Road, Barasat, District – 24 Parganas (North), hereinafter called, reterred, identified, recognized as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the SECOND PART.

SRI PRASANTA DEY, son of Late Narayan Chandra Dey, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Kaikhali, Chiriamore, P.O. Rajarhat-Gopalpur, Kolkata – 700-136, under the jurisdiction of Airport Police Station, District 24-Parganas (North), hereinafter called, referred, identified and recognized as the CONFIRMING PARTY NO. 1 (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors, nominee or nominees and/or permitted assigns) of the THIRD PART.

AND

MERRY ENTERPRISE, a proprietorship firm, having its office at Anupama Commercial Complex, 1st floor, Mondalganthi, P.S. Baguiati, Dist. North 24 Parganas, represented by its sole proprietor namely SK.

MANI BABU, son of Late Abdul Khalek, by Faith – Muslim, by Occupation – Business, by Nationality – Indian, residing at Anupama Commercial Complex, 1st floor, Mondalganthi, P.S. Baguiati, Dist. North 24 Parganas, hereinafter called, referred, identified and recognized as the CONFIRMING PARTY NO. 2 (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors in office, successors in interest and/or permitted assigns) of the FOURTH PART.

WHEREAS before dealing with the other recitals and covenants of the present deed of conveyance, it is made clear herein that whatever recitals, covenants, deed and documents mentioned in the Bengali Deed of Kobala from which the Vendors herein acquired right, title and interest of the Schedule property, are also binding upon all the parties of this Deed of Conveyance and the recitals, covenants, deed and documents mentioned in the said Bengali Deed of Kobala shall be deemed to be a part of this present Deed of Conveyance.

and whereas all that piece and parcel of Sali land measuring more or less 1 (One) Acre 19 (Nincteen) Sataks, lying and situate at Mozua – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, Dist. North 24 Parganas, within the local jurisdiction of North Dum Dum Municipality, originally belonged to one Hadek Ali Mondal having 8 Anna share and Soleman Mondal and others having 8 Anna share and they jointly enjoying the same.

and whereas the said Hadek Ali Mondal and Soleman Mondal and others while were in so joint exclusive possession, in respect of the aforesaid land, they jointly transferred their right, title and interest in respect of the aforesaid land, in favour of one Anisuddin Ahmed, son of Late Samsuddin Ahmed, by virtue of a registered Bengali Deed of Kobala dated 8th February, 1957 and the said Deed was executed and registered before the office of S.R., Cossipore, Dum Dum and recorded in Book No. I, being Deed No. 963 for the year 1957.

AND WHEREAS the said Anisuddin Ahmed after purchasing the aforesaid land became the owner and possessor of the same and while he was in so exclusive possession, in respect of the aforesaid land, he transferred his right, title and interest in respect of the aforesaid land, in favour of the predecessors of the present Vendors namely Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranajit Kumar Sengupta, by virtue of a registered Bengali Deed of Kobala dated 20th February, 1957, which was executed and registered before the office of S.R., Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 33, Pages 280 to 283 and being Deed No. 1405 for the year 1957.

AND WHEREAS by virtue of the aforesaid purchase, the said Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranjit Kumar Sengupta became the absolute joint owners and possessors in respect of the aforesaid land and for their need of money, they already transferred their right, title and interest in respect of the property measuring more or less 40 (Forty) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks in favour of the present Vendors on 30th August, 1975, by virtue of a registered Bengali Kobala which was registered before the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. I, Volume No. 144, Pages 61 to 64, being Deed No. 8063 for the year 1975 and the remaining land measuring more or less 79 (Seventy Nine) Sataks were lying with them and they jointly enjoying the same.

AND WHEREAS the said Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta and Sri Ranjit Kumar Sengupta became the absolute joint owners and possessors in respect of the remaining land measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks and they also sold and transferred their right, title and interest in respect of the property measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 *(Nineteen) Sataks in favour of the present Vendors on 22nd June, 1976, by virtue of a registered Bengali Kobala which was executed and registered before the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. I, being Deed No. 3871 for the year 1976.

Vendors became the joint owners and possessors in respect of the property measuring more or less 79 (Seventy Nine) Sataks out of 1 (One) Acre 19 (Nineteen) Sataks, lying and situate at Mozua – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas and they mutated their names before the North Dum Dum Municipality and jointly enjoying the same by paying rents and taxes to the concerned authority.

AND WHEREAS the present vendors due to diverse reasons, have expressed their desire to sell out the aforesaid property and accordingly the Confirming Party No. 1, took the responsibility to develop and sell the aforesaid property at a consideration of Rs.11,00,000/- (Rupees

Fleven Lakh) only and being informed the same, the Confirming Party No. 2 is agreed to purchase the same at the said consideration.

AND WHEREAS in pursuance to the discussions between the Vendors, Confirming Party No. 1 and Confirming Party No. 2, it has been agreed and settled that the Vendors herein through their Attorney Holder will execute and register the Deed of Conveyance in favour of the nominee of Confirming Party No. 2.

AND WHEREAS the present purchaser herein, being informed by the Confirming Party No. 2 herein is agreed to purchase the land ALL THAT piece and parcel of Sali land measuring more or less 3 (Three) Cottahs 14 (Fourteen) Chittacks out of 79 (Seventy Nine) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, which is more fully described in the Schedule herein under written and herein after referred to as the "Said Property" at a consideration of Rs. 11,00,000/- (Rupees Eleven Lakh) only and before execution of the present Deed of Conveyance, the Purchaser herein paid the entire consideration in favour of the Confirming Party No. 2. It is made clear herein that the Confirming Party No. 2 on receiving the consideration money, from the purchaser, paid the entire consideration in favour of the Confirming Party No. 1 and the Vendors through their Attorney holder.

AND WHEREAS the Attorney holder herein on behalf of the Vendors do hereby acknowledge that his principals i.e. the Vendors already received the consideration amount from the Confirming Party No. 1 as well as from their Attorney paid by the purchaser in compliance with the Power of Attorney referred hereinabove.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said total consideration amount of Rs. 11,00,000/-(Rupees Eleven Lakh) only paid to the Vendors through their Constituted Attorney and Confirming Parties paid by the Purchaser as per memo below at or immediately before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written, admit and acknowledge and of from the same and every part thereof hereby acquit, release and forever discharge the said purchaser) as well as the said land particularly described in the Schedule hereinafter written, the Vendors through their constituted attorney do hereby sell, grant, transfer and convey and assign and unto the Purchaser free from all encumbrances charges, liens, lispendences ALL THAT piece and parcel of Sali land measuring more or less 3 (Three) Cottahs 14 (Fourteen) Chittacks out of 79 (Seventy Nine) Sataks, lying and situate at Mozua - Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, together with all easement rights, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24-Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all casementary right and appurtenances as particularly described in the Schedule hereinafter written TO HAVE AND TO HOLD the said property hereby granted, transferred, conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely forever free from all encumbrances whatsoever.

AND that the Schedule property is free from all encumbrances, attachments, liens, mortgages and the Vendors have absolute right, title and interest in respect of the Schedule property.

AND that no notice issued under the public demand recovery act has been served on the Vendors not any such notice have been published. AND that the Vendors have not yet received any notice of requisite on and/or requisition of the property described in the Schedule hereinafter written.

AND that the purchaser and all person or persons claiming through the purchaser shall have undisputed and all manner of right over the common passages and other easementary rights.

AND that the Vendors and their legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document / documents without any consideration in favour of the purchaser or its respective legal heirs in respect of the Schedule land for any defect, omission, error to be found later on in the present deed at the cost of the purchaser.

AND that the purchaser or its men and agents on and from this day shall have absolute right to install electricity, water connection, sewerage connection, telephone connection, construct the boundary wall, fencing etc. at its own cost and expenses.

AND that the Vendors deliver this day khas possession of the said land along with the relevant documents of right, title and possession unto the Purchaser NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendors have good right and full power to grant and convey the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the rates, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from the vendors or any person or persons lawfully or equitably claiming from under or in trust for them and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming through them as aforesaid AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate or right, title and interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for them, the Vendors shall and will from

time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts and deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises conveyed by these presents and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

[Description of Land]

ALL THAT piece and parcel of Sali land measuring more or less 3 (Three) Cottahs 14 (Fourteen) Chittacks out of 79 (Seventy Nine) Sataks, lying and situate at Mozua – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 63/163, comprised in C. S. Khatian No. 140, corresponding to R. S. Khatian No. 1608, under R. S. Dag No. 4579, within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum, within the local jurisdiction of North Dum Dum Municipality, Dist. North 24 Parganas, together with all easement rights, common passage, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24-Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all easementary right, which is butted and bounded as follows:

On the North : By Piot no 4579

On the South : By Plot w 4579

On the East : By Plot w 4579

On the West : By Plot we 4571

A map is enclosed herewith in RED border showing the sold land.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and scals on the day, month and year first above written.

SIGED, SEALED AND DELIVERED By the PARTIES at Kolkata in the

Presence of:

1. Songlay 200, Bonas of Com

Signature of the Vendors Through their constituted attorney Namely Dilip Sen

2. Mil. on.

Pozosta D.J

Signature of the Confirming Party No. 1

St. J. W. 1306

Signature of the Confirming Party No. 2

MEMO OF CONSIDERATION

RECEIVED on and from the above mentioned purchaser a sum of Rs11,00,000/- (Rupees Eleven Lakh) only as full and final consideration in respect of the Schedule property as per the memo mentioned herein below :-

MEMO

Poy cheque

11,00,000).

(Rupees Eleven Lakh only)

IN PRESENCE OF :

Sonjey San.

2. Min - On

Dilip son

Signature of the Vendors Through their constituted attorney Namely Dilip Sen

Drafted & Prepared by :

Baugelo Do Bangon.

SANJIB KUMAR SARKAR

Advocate, Barasat Judges Court.

Possarly

Signature of Confirmy Porty

Secretary Bade

Signature of confirming Party no 2.

IVER RULE 44A OF THE LR. ACT 1908 N.B - L.H. BOX - SMALL TO THUM PRINTS R.H. BOX - THUMB TO SMALL PRINTS

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Government Of West Bengal Office Of the A. D. S. R. COSSIPORE DUMDUM

District:-North 24-Parganas

Endorsement For Deed Number: I - 08809 of 2011 (Serial No. 08134 of 2011)

On

Payment of Fees:

On 30/09/2011

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

Presented for registration at 16.20 hrs on :30/09/2011, at the Private residence by Dilip Sen , one of the Executants.

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

Execution is admitted on 30/09/2011 by

- 1. Prasanta Dey, son of Late Nayaran Chandar Dey , Kaikhali,chiriamore, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700136, By Caste Hindu, By Profession: Business
- Sk Mani Babu Proprietor, Merry Enterprise, Mondal Ganthi, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- . , By Profession: Business

Identified By Anil Sen, son of Dilip Sen, District; North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Others.

Executed by Attorney

Execution by

1. Dilip Sen, son of Late Gopal Sen, Kaikhali, chiriamore, Thana: -Airport, District: -North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700136 By Caste Hindu By Profession: Business, as the constituted attorney of 1. Ratan Sarkar 2. Ashok Sarkar 3. Jayanta Sarkar is admitted by him.

Identified By Anil Sen, son of Dilip Sen, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Hindu, By Profession: Others.

> (Sushil Kumar Roy) A. D. S. R. COSSIPORE DUMDUM

On 10/10/2011

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.-1100000/-

Certified that the required stamp duty extra cocument is Rs.- 66021 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

> (Sushil Kumar Roy) A. D. S. R. COSSIPORE DUMDUM

13/10/2011 12:19:00

EndorsementPage 1 of 2



Government Of West Bengal Office Of the A. D. S. R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number: I - 08809 of 2011 (Serial No. 08134 of 2011)

> (Sushil Kumar Roy) A. D. S. R. COSSIPORE DUMDUM

On 13/10/2011

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: 23,4,53 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. 24192/-, on 13/10/2011

(Under Article : A(1) = 24178/- ,E = 14/- on 13/10/2011) Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid, by the draft number 910059, Draft Date 12/10/2011, Bank Name State Bank of India, BIKASH BHVN GOVT CMPL, received on 13/10/2011
- 2 Rs 16030/- is paid, by the draft number 118638, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK, SALT LAKE, received on 13/10/2011

(Sushil Kumar Roy) A. D. S. R. COSSIPORE DUMDUM



(Sushil Kumar Roy) A. D. S. R. COSSIPORE DUMDUM

EndorsementPage 2 of 2

13/10/2011 12:19:00

STONE CONTRACT IN THE SAME COMMONIC PROPERTY WE WAS TO BEEN AS THE SERVING LEVE FOR NO METER SECUNDATE TOWNSHIP SERVER WHITH DESCRIPTION OF DE DE NORTH STEEL SE SKINETTE EN BONNESHOES, THE BASE MORTH STAN STEN NOTE AND THE WAY TO NO. 22. * PROPOSED DENTO SHOULD THE REPORTS - T GODDS-ITMON-1016 FT ASSESSION STOP & SIGN THAT IS OF CHANGE OF 4579 10 C THE NO. 4579 (10) Sold Land: 3 KT. 14 CH. (M/L) CANTONINAS-24. 6-45.88.500 570 DEED OF HOLD - 03 16.1204 (KI) (1100 5000) * WARRED WAR Possetu Dy PROTECTION OF THE SELECTION OF THE SELEC William SKILLAN SUTRADILAR Licensed Plan Maker LIC. No., SDDM:/69/10-11.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 5216 to 5232 being No 08809 for the year 2011.



(Sushii Kumar Roy) 13-October-2011 A. D. S. R. COSSIPORE DUMDUM Office of the A. D. S. R. COSSIPORE DUMDUM West Bengal

cheeted by Juin 30/3/11

THE SHARE SEE STATE OF THE STAT