



Arindam Mitra <mitra.arindam.2007@gmail.com>

Deed Draft Copy of Plot no 46 (Old no 36)

1 message


JANAPRIYO REAL <janapriyo2007@gmail.com>

22 March 2018 at 16:15

To: Arindam Mitra <mitra.arindam.2007@gmail.com>

Please see the attachment where Deed of Conveyance is mentioned in details. Please also note that the old plot no 36 has been revised as 46 without changing the location.

Thanking you
D.J.Bagchi

 **NO.5-DAG NO.1407-PLOT 46 (OLD NO 36).doc**
49K

THIS INDENTURE OF CONVEYANCE is made this the day of MARCH 2018 (Two Thousand and Eighteen) **BETWEEN M/S JANAPRIYO REAL ESTATE PVT. LTD, (PAN:AABCJ9836B)**, a Company Incorporated under the Companies Act, 1956, having it's registered office at Janapriyo Bhavan, 151/A, Jodhpur Garden, 1st and 2nd floor, Police Station Lake, Kolkata 700045, represented by it's Managing Director **BHARAT NASKAR (PAN:ACGPN9560L)** Son of late Anubas Naskar, by faith Christian, by occupation Business, Indian National, formerly resident of Village Krishnarampur, P. O. Amgachia, Police Station Bishnupur, District 24 Parganas (South) and at present residing at 151/A, Jodhpur Garden, 2nd

Floor, Police Station Lake, Kolkata 700045, herein after called and referred to as the **VENDOR** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office) of the **ONE PART:-**

A N D

SHYAMALI MITRA (PAN: BENPM4471D) wife of Arindam Mitra, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at Flat No.5, 1, M. B. Road, Geetanjali Apartment, P. O. & P. S. Belghoria, Kolkata 700056,, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, administrators, legal representatives and assigns) of the **OTHER PART:-**

WHEREAS at all material time and all intent and purpose one Sishir Chakraborty and Tapan Das were the joint owners of ALL THAT piece and parcel of land measuring an area 23.50 Decimals mole or less comprised in R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North) alongwith other property and while thus seized and possessed of the said property the said Sishir Chakraborty and Tapan Das by and under a deed of sale dated 27.02.2010 registered at the office of the Addl. Registrar of Assurances –II Kolkata and recorded in Book No.1, Being No.2287 for the year 2010, sold, transferred and conveyed **ALL THAT** the said property alongwith other property unto and in favour of Rubi Star Estate and Housing Development having its registered office at Pratapgarh, Police Station

Bangoan, District 24 Parganas (North), for the valuable consideration as therein mentioned.

AND WHEREAS by virtue of the aforesaid purchase the said Rubi Star Estate and Housing Development became the sole and owner of ALL THAT piece and parcel of land measuring an area 23.50 Decimals mole or less comprised in R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North) alongwith other property and while being seized and possessed of the said property alongwith other property, the said Rubi Star Estate and Housing by and under a deed of sale dated 30.04.2012 registered at the office of the D.S.R.-I, North 24 Parganas West Bengal and recorded in Book I, Volume No.13, Pages from 1539 to 1559, Being No.02786 for the year 2012 unto and in favour of M/S JANAPRIYO REAL ESTATE PVT. LTD, the vendor herein, for the valuable consideration as mentioned therein.

AND WHEREAS by virtue of the aforesaid purchase the said M/S JANAPRIYO REAL ESTATE PVT. LTD, became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area 23.50 Decimals mole or less comprised in R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North) alongwith other property and while being seized and possessed of the said property alongwith other property and the said vendor and other co-owners of the entire property for their better use and occupation amicably partitioned the entire property by metes and bounds and in terms of the said amicable partition the owners of the property got their respective demarcated portion and the vendor herein, exclusive

allotted ALL THAT piece and parcel of land measuring an area 23.50 Decimals mole or less comprised in R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North) alongwith other property and has been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS said M/S JANAPRIYO REAL ESTATE PVT. LTD, made out a scheme in order to facilitate the common people for a mass project and accordingly the aforesaid property alongwith other property divided and demarcated into several plots having their descriptive number with common areas and spaces, pathways and roadways in front of all the plots and other installations, common fixtures and fittings together with all other common amenities and facilities, easement and quasi-easement rights attached in the project arena named “**KALYANI CITY ENCLAVE**” which are to be used in common by the intending Purchasers, and the Plots, which is to be sold to the individual intending Purchaser or Purchasers, is described in the SCHEDULE herein below and the Vendor herein offered to sell out the plots to the intending Purchaser or Purchasers in the project arena named “**KALYANI CITY ENCLAVE**”

AND WHEREAS on coming to know the offer of the Vendor, the purchaser herein has agreed to purchase ALL THAT residential plot being plot No.51 measuring an area 04 Cottahs more or less R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North), within the limits of the Kowgachi-II Gram Panchayet.

AND WHEREAS the vendor hereto agreed to sell, transfer and convey ALL THAT demarcated plot of land being plot No.36 measuring an area 02 Cottahs more or less R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North), within the limits of the Kowgachi-II Gram Panchayet, which is morefully mentioned in the schedule hereunder written (herein after referred to as “the said plot”), at or for the total consideration of Rs.5,77,000/- (Rupees five lakh seventy seven thousand only) and the purchaser herein has agreed to purchase the same at or for the aforementioned consideration, free from all encumbrances and attachments whatsoever .

NOW THIS INDENTURE WITNESSES as follows:-

In pursuance to the said agreement and in consideration of the said total sum of Rs.5,77,000/- (Rupees five lakh seventy seven thousand only) in full paid to the vendor by the purchaser (the receipt where of the vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit and release the purchaser and the said property), the vendor doth hereby absolutely and indefeasibly grant, transfer, convey, assign and assure unto the purchaser ALL THAT demarcated plot of land being plot No.36 measuring an area 02 Cottahs more or less R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North), within the limits of the Kowgachi-II Gram Panchayet, which is morefully mentioned in the schedule hereunder written (herein after referred to as “the said plot”) and more particularly shown and delineated in the site map or plan annexed hereto OR HOWSOEVER OTHERWISE the same is or was situated butted described enjoyed or

reputed to belong or to be appurtenant thereto and all the estate right, title interest use, possession and inheritance trust claim and demand whatsoever both at law and in equity of the vendor into and upon the said property and reversion or reversions remainder or remainders and all the rents and issues and profit according to the true nature and tenure thereof and every part thereof together with water courses ways paths common passage to be provided thereof belonging or appertaining thereto or held or occupied therewith or whatsoever and every manner or former and present right liberties, privileges easements advantages and appurtenances whatsoever belonging or in anywise appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and all deeds pattahs muniments writings and evidences of title whatsoever in anywise exclusively relating to or concerning the said property **TO HAVE AND TO HOLD** the same hereby granted transferred assigned assured and conveyed or expressed or intended so to be unto and to the use of the purchaser absolutely and forever and for an indefeasible title of inheritance in fee simple in possession free from all and every nature of encumbrances attachments charges lien, lispensens, claims, demands liabilities and trust whatsoever but nevertheless subject to payment all other ground rent and taxes as applicable.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

A). That notwithstanding any act deed matter or thing whatsoever done by the vendor or any of the vendor's and its predecessor-in-interest/ title may have done, committed, executed or knowingly suffered to the contrary the vendor has good right full power absolute authority indefeasibly title or otherwise well and sufficiently entitled to grant sale, convey, transfer assign and assure the said plot of land and all rights and benefits

hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchaser in the manner aforesaid according to the true intent and meanings of these present.

B). That the vendor has not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.

C). That the said property is free from all encumbrances i.e. claims, demands, charges, mortgages, liens, attachments, acquisition, requisition trust made or suffered by the vendor or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from under or in trust for the vendor.

D). That the vendor including executors, administrators and successors in office shall at all times hereafter indemnify and keep indemnified the purchaser and his heirs, executors, administrators, representatives and assigns against loss, damages, cost, charges and expenses if any suffered by reasons of any defect in title of the vendor or any breach of the covenant herein contained.

E). That it shall be lawful for the purchaser after development of the property such as road, drainage, passage, and all other amenities except electrification and water facility to be provided by the vendor, to enter into hold possess, use, own and enjoy the said plot of land and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction, interruption, disturbances, claim or

demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor.

F). That the vendor and all persons having or lawfully, rightfully or equitably, claiming any estate or interest in the property or any part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute and cause to be done and executed all such acts deeds, matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the purchaser.

G) That the Purchaser hereby undertakes to use the subject plot for residential purpose and construction thereon only after obtaining the physical possession from the Vendor after development and which is to be made in accordance with the plan to be sanctioned by the local Gram Panchayet or other appropriate Authority concern.

h) That for the purpose of bringing essential services including water supply, Electricity, and for the purpose drainage system and also for other essential purposes, land underneath of the common passage and roadways, shall be used and utilized as per guidelines of the Vendor and such guidelines is to be strictly followed by all the Purchaser.

i) That for the purpose of acquisition of the roadways, pathways and other Common Areas, if rendered by the local Authority and Government Authorities concern, the Vendor will be the authority in this regard and all the Plot Owners and Purchaser

and/or occupiers will abide by the decision Vendor for better enjoyment of the Common amenities and facilities attached thereto.

j) That save and except the aforesaid the Purchaser hereby undertakes and declares that she will pay all the expenses, charges, deposits etc. in advance, which are to be imposed by the Vendor and also undertakes to pay such other taxes, levies and impositions, which are imposed or to be imposed by the Government, Semi-Government, or local statutory Authorities or bodies.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT demarcated plot of land being plot No.36 (recorded as Shali) measuring an area 02 Cottahs more or less R. S. Dag No.1407 corresponding to L. R. Dag No.2246 under L. R. Khatian No.249 at Mouza Rahuta, J. L. No.22, Police Station Jagaddal, District 24 Parganas (North), within the limits of the Kowgachi-II Gram Panchayet, **TOGETHER WITH** all other benefits, facilities and advantages, amenities and all sorts of easement rights attached therein or thereto and more particularly shown and delineated in the site Map or Plan annexed hereto in **RED** border line thereon as part and parcel of this Indenture and the same is butted and bounded in the manner as follows:

ON THE NORTH: Plot No.27.

ON THE SOUTH: 20' wide Road.

ON THE EAST: 30' wide Road.

ON THE WEST: Plot No.35.

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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESSES:

SIGNATURE OF THE VENDOR

RECEIVED from the within named purchaser the within mentioned total sum of Rs.5,77,000/- (Rupees Five lakh seventy seven thousand only) being full and final consideration amount of land as per Memo below:

M E M O

WITNESSES

SIGNATURE OF THE VENDOR

Drafted, prepared by me,
at my office:-

[**SUDIP BASU**],
Advocate, WB1935/1999
ALIPORE POLICE COURT
Kolkata 700027.
(Enrollment No.WB1935/1999)
Office:- DELTA HOUSE,
4, Govt. Place North, Room No.11C,
11TH floor, Kolkata 700001.