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भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

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DEED OF CONVEYANCE

(The Property Valued at Rs. 3,57,000/-)

THIS DEED OF CONVEYANCE is made on this the 4th day of March in the year Two Thousand and Eight (2008) of the Christian eras.

BETWEEN

SMT. MOUSUMI PAUL, wife of Shri Dipankar Paul, by faith-Hindu, by occupation - Business, residing at 7B, Kumar Para Lane, P.S.- Kasba, Kolkata- 700042, hereinafter called and referred to as the "**VENDOR**", (which expression shall unless

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excluded by or repugnant to the contrary shall be deemed to mean and include her heirs, successors, executors, administrators, agents and assign etc) of the **ONE PART**.

AND

"M/S NORTECH PROPERTY PVT LTD" a company incorporated under the provisions of the Companies Act, 1956, having its office at 6C, Elgin Road, Oriental House, 4th Floor, Kolkata- 700020, hereinafter called and referred to as the **"PURCHASER"**, (which expression shall unless excluded by or repugnant to the context shall mean and include its successors, executors, administrators, legal representative, successors-in-interest, successors-in-office and assign etc) of the **OTHER PART**.

WHEREAS one Biraj Chandra Mondal, since deceased was seized and possessed of and well or sufficiently entitled to the undivided share of ALL THAT PIECE AND PARCEL of land admeasuring about .59 Decimals interalia under R.S. Dag No - 423/462, appertaining to R.S. Khatian No - 142 along with other landed property in Mouza - Madurdaha.

AND WHEREAS the said Biraj Chandra Mondal while enjoining the right, title, and interest and possession in respect of the aforesaid property was duly recorded his name in R.O.R. during the Revisional Settlement in 1956 in respect of R.S. Dag No - 423/462 under R.S. Khatian No - 142 in Mouza - Madurdaha as '**Rayati**'.

AND WHEREAS while the said **Biraj Chandra Mondal** was enjoying the right, title and possession in respect of the said 59, Decimals of Land, comprising in R.S. Dag No - 423/462 under R.S. Khatian No - 142 in Mouza - Madurdaha died on 31/10/1964 leaving intestate behind his two sons namely **Shri Tarani Kanta Mondal, Shri Banamali Mondal** and one daughter namely **Ekadashi Polley**. As a result thereof the said Shri Tarani Kanta Mondal, Shri Banamali Mondal and Smt. Ekadashi Polley became the joint owners in respect of their 59 Decimal of landed property.

AND WHEREAS while the said Banamali Mondal was enjoying his undivided share of the land measuring about 59 decimals comprising in R.S. Dag No - 423/462 under R.S. Khatian No - 142 in Mouza- Madurdaha died intestate leaving intestate behind his one son namely **Shri Kashi Nath Mondal**, and three daughters namely **Kumari Mongala Mondal, Kumari Shila Mondal**, and **Smt. Bibi Mondal** as his legal Successors in respect of his undivided share of the property. As a result thereof, the said **Shri Tarani Kanta Mondal, Smt. Ekadashi Polley, Shri Kashi Nath Mondal, Kumari Mongala Mondal, Kumari Shila Mondal**, and **Smt. Bibi Mondal** finally became the joint owners in respect of the said .59 Decimals of landed property.

AND WHEREAS while the said Shri Tarani Kanta Mondal, Smt. Ekadashi Polley, Shri Kashi Nath Mondal, Kumari Mongala Mondal, Kumari Shila Mondal and Smt. Bibi Mondal were enjoying the right, title and interest and possession in respect of their undivided share in landed property comprised in R.S. Dag No - R.S. Dag No - 423/462 under R.S. Khatian

No - 142 in Mouza- Madurdaha sold, conveyed, and transferred to 1) Smt. Rekha Biswas, wife of Shri Sanjib

Biswas and 2) Smt. Jhuma Paul, wife of Shri Subodh Paul by way of a 'Deed of Conveyance' which was registered in the office of the S.R. Alipore and duly recorded in Book No - I, Volume No - 288, written in pages from 169 to 173 being the No - 8669 and for the year 1981.

AND WHEREAS while the said Smt. Rekha Biswas and Smt. Jhuma Paul were in possession of their said property comprised in R.S. Dag No - R.S. Dag No - 423/462 under R.S. Khatian No - 142 in Mouza- Madurdaha sold, conveyed, and transferred to the landed property measuring about 2 Cottahs 08 Chittaks 00 Sq. Ft. out of their total land to Smt. Mousumi Paul, wife of Shri Dipankar Paul, the present Vendor herein by way of a 'Deed of Conveyance' which was registered in the office of the D.S.R. III, Alipore on 7/10/1996 and duly recorded in Book No -I, Volume No- 46, written in pages from 385 to 396 being no - 2179, and for the Year 1996.

AND WHEREAS while the said **SMT. MOUSUMI PAUL** has been enjoying the right, title and interest and possession in respect of the Schedule land comprised in R.S. Dag No - R.S. Dag No - 423/462 under R.S. Khatian No - 142 in Mouza- Madurdaha mutated her name before the B.L. & L.R.O. /T/M. at Kasba dated 06/04/1998 and similarly she had also mutated her name before the K.M.C. authority vide Assessee no- 31-108-05-1457-1 in respect of premises no- 1261 Madurdaha and she had been paying taxes regularly thereon.

Now the Vendor being in financial requirement has decided to sell out and transfer the schedule property measuring more or less 01 Cottahs 05 Chittaks comprising in R. S. Dag No. 423/462 under R.S. Khatian no. 142 in Mouza - Madurdaha and the Purchaser has agreed to purchase the said land fully described in the schedule hereunder written and hereinafter called the said land at a price of **Rs 3,57,000/- (Rupees Three Lakhs Fifty-Seven Thousands only)** which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

AND WHEREAS the Vendor have assured and represented unto the purchaser as follows:

- 1) The Vendor is having permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and are entitled to deal with and transfer the said land without any restriction, dispute, denial, claim or obligation from any body else.
- 2) The said demarcated land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendor has duly paid all rates, land revenues, Municipal Taxes including all other impositions and/or outgoings payable in respect of his share of land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendor has not received and is not aware of any notice of acquisitions or requisition or alignments of the said land or

any part thereof and no suit or proceedings relating to the said land has been initiated and /or is pending in any court of law and the said land is free from any lispendences.

5) The Vendor has not entered into any agreement with any third party for sale or otherwise in respect of the Schedule demarcated share of land or any portion thereof.

6) The Schedule land has not been given for agriculture to any "CHASI", "BHAGCHASI" and /or any "JOTEDAR".

7) That the Schedule land is Sali in nature. ✓

AND FURTHER WHEREAS relying on the said assurances and representation of the Vendor and believing the same to be correct and true, the Purchaser has agreed to complete the purchase of the Schedule land and pay the consideration money to the Vendor herein and have conveyance thereof.

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of **Rs 3,57,000/- (Rupees Three Lakhs Fifty-Seven Thousands only)** paid by the Purchaser to the Vendor herein at the time of execution of these presents (the receipt of which the Vendor hereby admit and acknowledge). The Vendor hereby sell, convey, transfer, grant, assure and assign to and unto the Purchaser the SAID LAND fully described in the schedule hereunder written and hereinafter and before called the "SCHEDULE LAND" TOGETHER WITH all the legal incidents thereof AND also all deeds, Pattas and porchas, title deeds exclusively relating thereto AND also with all rights, privileges, easements, rents, issues and profits and yield

thereof AND all the estate right, title, interest, property claim and demand whatsoever of the Vendor into and upon the said premises AND all other benefits and rights appertaining thereto AND various rights in all approaches, paths, passages thereto TOGETHER WITH all its rights, liberties, privileges, easements and quasi-easements whatsoever at law and in equity to and unto the Purchaser TO HAVE AND TO HOLD the same jointly in equal shares absolutely and forever as heritable and transferable estate in free simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispences whatsoever but subject to payment of annual land revenue (Khajana) thereof now to the Government of West Bengal free from all encumbrances, trust, liens, charges and attachments.

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:

I) The right, title and interest in the land of the said premises which the Vendor do hereby profess to transfer and that the Vendor have the absolute right, full power and absolute authority to grant, sell, convey transfer unto the Purchaser, ownership entitlements, rights, title and interest in the said land together with the benefits and rights in the manner aforesaid including rights to easements thereof in the manner aforesaid.

II) The Purchaser shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said land or any part thereof and the Purchaser shall have the right to mutate their names in respect of the said land and to construct

building or buildings with the prior sanction or approval of the concerned authority.

III) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said land and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendor and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

IV) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser and from time to time make do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said premises together with the benefits and rights hereby granted unto the Purchaser as in the manner aforesaid.

V) The Vendor has not done any act, deed or thing or made any grant whereby or by reason whereof the transfer of land hereby made and the rights of the Purchaser hereunder may be prejudicially affected.

VI) That if it is found that the said premises is hereby sold, conveyed, transferred by the Vendor and if it is not free from all encumbrances as hereinbefore declared, the Vendor shall be liable both for civil and criminal actions which will be taken

by the Purchaser and the Vendor will be further bound to refund the consideration money and also compensate of any loss to be sustained by the purchaser.

VII) That the Vendor hereby further declares that the Schedule mentioned property or any part thereof be / is not effected adversely by any provisions of West Bengal Land Acquisition Act.

That if any error or omission in the recital of the 'Deed of Conveyance', transpires at a later date, the Vendor at the cost and request of the purchaser shall do and execute or cost to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' whatsoever in favour of the Purchaser.

SCHEDULE PROPERTY

ALL THAT piece and parcel of land containing an area more or less **01 Cottahs 05 Chittaks** situated within **Mouza - Madurdaha**, in **R.S. Dag no - 423/462** under **R.S Khatian no - 142**, J.L no - 12, Touzi no- 2998, under **K.M.C. Ward No- 108, Police Station- Tiljala**, commonly known as **Premises no-1261, Madurdaha**, Kolkata- 700107 District- 24Pargana(S), together with all rights, title, interest, possession, claim, demand, profits, ingress and egress rights, easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and more fully shown in the copy of annexed plan delineated in the "**RED VERGE**" which is butted and bounded as follows:-

ON THE NORTH : Premises no- 1532, Madurdaha.

ON THE SOUTH : 20'0" wide Road.

ON THE EAST : Premises no- 1261, Madurdaha.

ON THE WEST : Land of Sumitra Mondal.

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

SIGNED SEALED AND DELIVERED at Kolkata in the presence of:

WITNESSES:

1. Tajon Malik
138 Hassenpura
Kolkata-700107
2. Komal John
314 Dhermatela Road-1
CAL - 700039

Mousumi Paul

SIGNATURE OF VENDOR

NORTECH PROPERTY PVT. LTD

[Handwritten Signature]

AUTHORISED SIGNATORY

.....
SIGNATURE OF PURCHASER

Drafted by me as per documents and information furnished by the Vendor.

[Handwritten Signature]

ADVOCATE

MD MANFUZ TAKRIM
B. Sc. BPL. B.L. (Doubt) M.A. LL. B. C. V. R.
Advocate, Enforcement of Debt Loan Manager
Sr. Law Officer
BEEN GROUP
60, Elora Road, Kolkata-70

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs 3,57,000/- (Rupees Three Lakhs Fifty-Seven Thousands only) being the consideration in full and final payment as per memo below:

MEMO:

SL. NO	PARTICULAR :	ISSUED IN THE NAME OF	AMOUNT IN RUPEES :
1.	Banker's Cheque vide No- 119787 dated: 04/03/2008 issued by ICICI Bank Ltd Bhawanipore Branch	Mousumi Paul	Rs. 3,57,000/-
TOTAL			Rs. 3,57,000/-

TOTAL RUPEES THREE LAKHS FIFTY-SEVEN THOUSANDS ONLY.

WITNESSES:

1. Tajon malik
138 HOSSEN PUR
KOL - 700107
2. Komal John
3/4 NHER MATALA ROAD-1
CAL - 39

Mausumi Paul.
SIGNATURE OF VENDOR

Signatures
Executants /
Representant

SPECIMEN FOR TEN FINGERPRINTS



Signature of the man



Little Ring Middle Index Thumb
(Left Hand)



Thumb Index Middle Ring Little
(Right Hand)



Maaseemi Paul



Little Ring Middle Index Thumb
(Left Hand)



Thumb Index Middle Ring Little
(Right Hand)



Little Ring Middle Index Thumb
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