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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 171001

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3/12/13

598
13.94.13

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this 2nd day of
December, two thousand and thirteen

V.C
1304

BETWEEN

The endorsement sheets attached to this document are the part of this document

Adl. Dist. sub-Registrar,
Barrackpore, South 24 Pgs

V.C on 2/12/13
nt. 8-24 Pgs
3/12/13

03 DEC 2013

SL. NO. 68128 DATE 29 NOV 2013
NAME.....
ADD.....
AMT.....

SHIO SHANKER SINGH
Advocate
Alipore Judges Court,
Kolkata-700 027

(one thousand only)

✓ Goutam Mondal



v.e. to /
2977

✓ Goutam Mondal

Bhosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Rajib Saha
S/o Bhanu Saha Saha
82 M.G. Road Kol-104
Occupation) Service

Adml. Dist. Sub-Registrar
Bishnupur 24 Pgs.(S).

07 DEC 2013

GOUTAM MONDAL, (PAN - AESPM6923Q) son of late Gouranga Mondal, by faith Hindu, by occupation service, by nationality Indian, resident of 8, Rakhal Mukherjee Lane, Sarsuna, Kolkata - 700034 and presently residing at 56/1/S, Sarsuna Main Road, Thakurpukur, Kolkata - 700061, hereinafter referred to as 'the VENDOR' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART ;

AND

MR. SATISH CHANDRA LAKHOTIA, (PAN - ABAPL2094A) Son of Mr. R. N. Lakhota, by faith Hindu, by occupation Business, by nationality Indian, residing at 7/1, Guru Saday Road, Police Station Karaya, Kolkata - 700019, hereinafter referred to as 'the PURCHASER' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the OTHER PART ;

WHEREAS by virtue of a Deed of Partition, executed in Bengali vernacular dated 13th day of Agrahayan, 1398 B.S. corresponding to 30th day of November, 1991 executed between Kausher Ali Molla (First Party), Nausher Ali Molla (Socond Party), Akkas Ali Molla (Third Party), Amir Ali Molla (Fourth Party), Noor Ali Molla (Fifth Party) & Comprehensive Housing Development Finance Corporation Limited (Sixth Party) which was registered at the Office of Sub-Registrar, Bishnupur, District : 24 Pargana and recorded in Book No. I, Volume No. 60, Pages from 1 to 14, Being No. 7070 for the year 1991, said Party of the Second Part namely Nausher Ali Molla had been allotted "Kha" schedule mentioned property therein and likewise Party of the Fifth Part namely Noor Ali 'Molla had been allotted "Unga" schedule mentioned property therein ;

AND WHEREAS subsequently the said Nausher Ali Molla (party of the second part), sold his right, title & interest over his property (out of his "Kha" schedule property of said Partition Deed) being 13.04 decimal of land comprised in Dag No. 548, Khatian No. 193, under Mouza : Daulatpur, Pargana : Magura, J.L. No. 79, R.S. No. 341, Touzi No. 1299, 1774 & 1775, Police Station : Bishnupur, to one Tushar Kanti Ghosal son of late Rakhal Ghosal, by virtue of a Deed of Sale, executed in Bengali vernacular dated 24th day of Agrahayan, 1398 B.S. corresponding to 11th day of December, 1991. The said Deed was registered at the Office of Sub-Registrar, Bishnupur, District : 24 Pargana and recorded in Book No. I, Volume No. 62, Pages from 81 to 86, Being No. 7387 for the year 1991 ;

AND WHEREAS subsequently the said Noor Ali Molla (party of the fifth part), sold his right, title & interest ^{1:} over his property (out of his "Unga" schedule property of said Partition Deed) being 17.40 decimal of land comprised in Dag No. 548, Khatian No. 193, under Mouza : Daulatpur, Pargana : Magura, J.L. No. 79, R.S. No. 341, Touzi No. 1299, 1774 & 1775, Police Station : Bishnupur, to one Goutam Mondal, son of Gouranga Mondal, by virtue of a Deed of Sale, executed in Bengali vernacular dated 24th day of Agrahayan, 1398 B.S. corresponding to 11th day of December, 1991. The said Deed was registered at the Office of Sub-Registrar, Bishnupur, District : 24 Pargana and recorded in Book No. I, Volume No. 62, Pages from 87 to 92, Being No. 7388 for the year 1991 ;

AND WHEREAS in the above manner said Tushar Kanti Ghosal, became the absolute owner of the 13.04 decimal of land comprised in Dag No. 548, but did not mutated his name in the record of B.L. & L.R.O. and still the name of said Nausher Ali Molla, son of Late Dilbahar Molla is duly recorded in record of rights/parcha with respect to L.R. Khatian No. 869, J.L. No. 79, Mouza : Daulatpur, Police Station : Bishnupur, District : South 24 Parganas, relating to inter-alia land measuring about 13 decimals under Dag No. 548 ;

AND WHEREAS likewise in the above manner said Goutam Mondal, became the absolute owner of the 17.40 decimal of land comprised in Dag

No. 548, but did not mutated his name in the record of B.L. & L.R.O. and still the name of said Noor Ali Molla, son of Late Dilbahar Molla is duly recorded in record of rights/parcha with respect to L.R. Khatian No. 945, J.L. No. 79, Mouza : Daulatpur, Police Station : Bishnupur, District : South 24 Parganas, relating to inter-alia land measuring about 18 decimals under Dag No. 548 ;

AND WHEREAS subsequently said Tushar Kanti Ghosal & Goutam Mondal jointly executed one Deed of Sale, in Bengali vernacular dated 23rd day of Bhadra, 1401 B.S. corresponding to 9th day of September, 1994 transferring 8.25 decimal of land (out of which 6.52 decimal transferred by Tushar Kanti Ghosal & 1.73 decimal transferred by Goutam Mondal) in favour of one Pranab Kumar Roy, son of Rasaraj Ray. The said Deed was registered at the Office of Sub-Registrar, Bishnupur, District : South 24 Parganas and recorded in Book No. I, Volume No. 53, Pages from 405 to 412, Being No. 5281 for the year 1994 ;

AND WHEREAS likewise, subsequently said Tushar Kanti Ghosal & Goutam Mondal jointly executed one Deed of Sale, in Bengali vernacular dated 23rd day of Bhadra, 1401 B.S. corresponding to 9th day of September, 1994 transferring 8.25 decimal of land (out of which 6.52 decimal transferred by Tushar Kanti Ghosal & 1.73 decimal transferred by Goutam Mondal) in favour of one Smt. Indrani Roy, wife of Pranab Kumar Roy. The said Deed was registered at the Office of Sub-Registrar, Bishnupur, District : South 24 Parganas and recorded in Book No. I, Volume No. 53, Pages from 413 to 420, Being No. 5282 for the year 1994 ;

AND WHEREAS in the manner said Goutam Mondal remain in possession of his balance land measuring an area of 13.939 or 13.40 decimal be the same a little more or less and enjoying the same as an absolute owner, without any let or hindrance of others ;

AND WHEREAS the Vendor is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the demarcated piece or parcel of Sali land measuring about 13.393 or 13.40

decimal, comprised in Dag No. 548, Khatian No. 945, under Mouza : Daulatpur, J.L. No. 79, Police Station : Bishnupur, under Kulerdari Gram Panchayet, District : South 24 Parganas, more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, trusts, debutter prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting alignment, easements, liabilities and lispensens whatsoever ;

AND WHEREAS no person other than the Vendor has any right, title or interest whatsoever in the said property or any part thereof and the said property is free from all encumbrances whatsoever. The Vendor has been and is in actual peaceful khas possession of the said property and every portion thereof absolutely and has been personally enjoying and using the same without any interruption whatsoever ;

AND WHEREAS the Vendor has not entered into any agreement or arrangement, written or oral, of any nature whatsoever with anyone for sale and/or for otherwise dealing with, relating to and/or concerning the said property. Neither any mortgage, charge or lien has been created nor any agreement / MOU has been entered into in respect of the said property. The Vendor is legally entitled to sell the said property and there are no legal or other bar or restriction in this regard ;

AND WHEREAS the said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof ;

AND WHEREAS the Vendor and/or his predecessors-in-title have not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendor and/or his predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever. The Vendor and/or his predecessors-in-title have not used the said property or any part thereof for

any purpose other than that for which the same was meant and have not committed default of and/or contravened any provision of law applicable to the said property or any part thereof ;

AND WHEREAS the Vendor is entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same and there is no bar, legal or otherwise, to the Vendor selling the said property to the Purchaser in the manner herein ;

AND WHEREAS the Vendor do not belong to any Scheduled Tribe and has a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever ;

AND WHEREAS the Vendor has agreed to sell to the Purchaser, and the Purchaser, relying on the aforesaid representations and assurances of the Vendor and believing the same to be true and correct and acting on the faith thereof, has agreed to purchase the said property free from all encumbrances and liabilities whatsoever as aforesaid at and for a total consideration of Rs. 10,00,000/- (Rupees Ten lakh) only. The Purchaser has at or before the execution hereof already paid the aforesaid total consideration of Rs. 10,00,000/- (Rupees Ten lakh) only to the Vendor. The Vendor has already put the Purchaser in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees Ten lakh) only paid by the Purchaser to the Vendor at or before the execution of these presents, being the total consideration money for the transfer of the said property (the receipt whereof the Vendor do hereby as well as by the receipt hereunder written admit and acknowledge the same and every part thereof do hereby forever acquit release and discharge the Purchaser as well as the said property hereby transferred and conveyed) the Vendor do hereby indefeasibly grant, sell, transfer, convey, assign and assure unto the Purchaser and assure the same unto the Purchaser absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages,

leases, tenancies, licences, occupancy rights, trusts, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vesting easements, liabilities and lispendens whatsoever ALL THAT the demarcated piece or parcel of land measuring about **13.939 or 13.40 Decimal**, comprised in Dag No. 548, Khatian No. 945, under Mouza : Daulatpur, J.L. No. 79, Police Station : Bishnupur, under Kulerdari Gram Panchayet, District : South 24 Parganas, more fully described in the SCHEDULE hereunder written and hereinafter referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said property and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the said property or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all

encumbrances charges liens claims demands mortgages leases occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lispensens whatsoever AND the Vendor do hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendor do hereby covenant with the Purchaser that neither the Vendor nor any of his predecessors-in-title have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor and/or any of his predecessors-in-title done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owners of and/or otherwise well and sufficiently seized and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has now in herself good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from

under or in trust for any of his predecessors in title or any of them AND THAT the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lispendens whatsoever suffered or made or created in respect of the said property by the Vendor and/or his predecessors in title or any of them or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise AND THAT all rates taxes all other impositions and/or outgoings payable in respect of the said property have been paid in full upto the date of these presents AND THAT the Vendor do not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said property or any part thereof has not been affected or vested under the said Acts or otherwise AND THAT the said property or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever AND THAT there is no certificate case or proceeding instituted or pending against the Vendor and/or concerning the said property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force AND THAT the said property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority AND THAT no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said property or any part thereof is

not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever AND THAT no notice has been served on the Vendor and/or his predecessors in title or any of them for the acquisition of the said property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed there under and the Vendor has no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof AND THAT no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute at the costs of the Vendor all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Shali land (being use for agriculture purpose) measuring an area of **13.94 (thirteen point nine four) decimal** (more or less) comprised in Dag No. 548, under Mouza : Daulatpur, J.L. No. 79, old Khatian No. 193, New Khatian No. 945, Police Station : Bishnupur, under Kulerdari Gram Panchayet, District : South 24 Parganas, together with all easements rights and all other benefit, facilities and advantages attached therein and thereto.

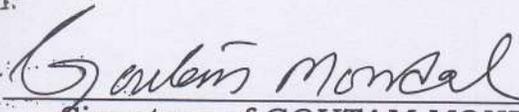
IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hands on the day month and year first above written.

SIGNED AND DELIVERED

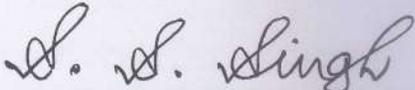
by the within-named Vendor
in the presence of :

1. Rajib Saha,
s/o Bhagwantra Saha,
82 M. 4 Road KOL-104

2. Anindan Saha
27/ Blake Bank Park,
Kolkata - 63


Signature of GOUTAM MONDAL
VENDOR

Drafted by :


SHIO SHANKER SINGH,
Advocate
Alipore Judges' Court,
Kolkata - 700027
WB/225/1994

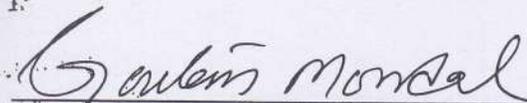
IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hands on the day month and year first above written.

SIGNED AND DELIVERED

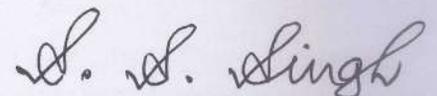
by the within-named Vendor
in the presence of :

1. Rajib Saha.
s/o Bhagwantha Saha.
82 M. 4 Road KOL-104

2. Anindan Saha
27/ Blake Bank Park.
Kolkata - 63


Signature of GOUTAM MONDAL
VENDOR

Drafted by :


SHIO SHANKER SINGH,
Advocate
Alipore Judges' Court,
Kolkata - 700027
WB/225/1994

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within mentioned sum of Rs. 10,00,000/- (Rupees Ten lakh) only being the consideration money in full payable under these presents as per the following :

By Cash.

:: Rs. 10,00,000/-

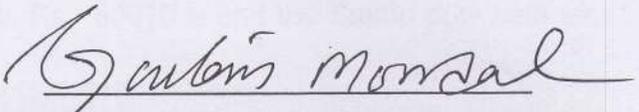
Total :: Rs. 10,00,000/-

Rupees Ten lakh only

WITNESSES :

1. Rajib John.

2. Anubam Saha



Signature of GOUTAM MONDAL

VENDOR



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 06061 of 2013
(Serial No. 05581 of 2013 and Query No. 1613L000012964 of 2013)

On 02/12/2013

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

Presented for registration at 19.25 hrs on :02/12/2013, at the Private residence by Goutam Mondal, Executant.

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

Execution is admitted on 02/12/2013 by

1. Goutam Mondal, son of Lt. Gouranga Mondal , 56/1/ S, Sarsuna Main Road, Thakurpukur, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700061, By Caste Hindu, By Profession : Service

Identified By Rajib Saha, son of Bhupendra Saha, 82, M. G. Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste: Hindu, By Profession: Service.

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 03/12/2013

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, 5 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 Draft

Rs. 11000/- is paid , by the draft number 291666, Draft Date 02/12/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 03/12/2013

(Under Article : A(1) = 10989/- , E = 7/- , Excess amount = 4/- , on 03/12/2013)

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.-10,00,000/-

Certified that the required stamp duty of this document is Rs.- 50010 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 49020/- is paid , by the draft number 291665, Draft Date 02/12/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 03/12/2013

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 06061 of 2013
(Serial No. 05581 of 2013 and Query No. 1613L000012964 of 2013)

(Abu Heba Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR



(Handwritten signature)

(Abu Heba Mobassir)



Left
Hand

Right
Hand

Thumb	Index finger	Middle finger	Ring finger	Little finger
				
				

NAME : GOUTAM MONDAL

Goutam Mondal



Left
Hand

Right
Hand

Thumb	Index finger	Middle finger	Ring finger	Little finger

NAME : SATISH CHANDRA LAKHOTIA

Satish Ch Lakhota

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 3376 to 3393
being No 06061 for the year 2013.



1.

(Abu Hena Mobassir) 03-December-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 3376 to 3393
being No 06061 for the year 2013.



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(Abu Hena Mobassir) 03-December-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal