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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 170957


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18-D

DEED OF CONVEYANCE

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

BETWEEN

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


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

03 DEC 2013

V.C
1301

V.C. on 29/12/13
M-7-30 P.M.
29/12/13

MRS. SADHANA SHIL, (PAN - AMAPS3577J) widow of late Ajit Kumar Shil, by faith Hindu, by occupation Business, by nationality Indian, residing at North Plaza, Housing Complex, Flat No. 14B, 10, Uma Kanta Sen Lane, Dum Dum, Police Station Chitpore, Kolkata - 700030, 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 her heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART ;

AND

MRS. VIDYA BHALOTIA, (PAN - ABTPL2845E) wife of Raghav Bhalotia, by faith Hindu, by occupation Business, by nationality Indian, resident of 18/24, Ballygunge Place, Police Station : Gariahat, 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 her heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART ;

WHEREAS the Vendor herein namely Sadhana Shil, w/o Ajit Kumar Shil, by virtue of several registered indentures acquired the right, title & interest over piece and parcel of land measuring an area of 18 decimal out of total 1.17 acres, comprised in Mouza : Daulatpur, J.L. No. 79, Police Station : Bishnupur, R.S. & L.R. Dag No. 728, which is mentioned in the schedule hereunder written. ;

AND WHEREAS after the above purchases the said Sadhana Shil (the Vendor herein), duly mutated her name in the records of B.L. & L.R.O. Bishnupur - 1, South 24 Parganas and presently holding 18 decimals (according to 0.1538 share) out of 1.17 acres, comprised in Dag No. 728, Khatian No. 2304/1, under Mouza : Daulatpur, J.L. No. 79, Police Station : Bishnupur ;

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 18 decimals out of 1.17 acres comprised in Dag No. 728, Khatian No. 2304/1, 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 dispendens whatsoever ;

AND WHEREAS the name of said Sadhana Shil, is duly recorded in record of rights/parcha with respect to Khatian No. 2304/1, J.L. No. 79, Mouza : Daulatpur, Police Station : Bishnupur, District : South 24 Parganas, relating to inter-alia land measuring about 18 decimals (according to 0.1538 share) under Dag No. 728 ;

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 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 her 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 her 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 her 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 have 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.

21,81,818/- (Rupees Twenty one lakh eighty one thousand eight hundred eighteen) only. The Purchaser has at or before the execution hereof already paid the aforesaid total consideration of Rs. 21,81,818/- (Rupees Twenty one lakh eighty one thousand eight hundred eighteen) 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. 21,81,818/- (Rupees Twenty one lakh eighty one thousand eight hundred eighteen) 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 **18 Decimal**, comprised in Dag No. 728, Khatian No. 2304/1, 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 her 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 her 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 her 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 her 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 her 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 Vendors 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 her predecessors in title or any

debetter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lispensens whatsoever suffered or made or created in respect of the said property by the Vendor and/or her 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 her 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 Vendors 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 her 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 **18 decimal** (more or less) (according to 0.1538 share of total 1.17 acres) comprised in Dag No. 728, under Mouza : Daulatpur, J.L. No. 79, Khatian No. 2304/1, 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 her hands on the day month and year first above written.

SIGNED AND DELIVERED

by the within-named Vendor
in the presence of :

1. Goutom Mondal
56/1/3 Sardura
Main Road Kal 61

Sadhana Shil.

Signature of SADHANA SHIL

2. Rajib Saha.
82 M.G Road
Kol - 104.

VENDOR

Drafted by :

S. S. Singh

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. 21,81,818/- (Rupees Twenty one lakh eighty one thousand eight hundred eighteen) only being the consideration money in full payable under these presents as per the following :

By A/C Payee Payment Order No. 022411 dated :: Rs. 21,81,818/-
02/12/2013 drawn on Axis Bank Ltd. Sarat Bose
Road Branch, Kolkata issued in favour of Sadhana
Shil.

Total :: Rs. 21,81,818/-

Rupees Twenty one lakh eighty one thousand eight hundred eighteen only

WITNESSES :

1. Gautam Mondal
56/1/5 Sardhana
Main Road Kal 61
2. Rajib Jaha

Sadhana Shil
Signature of SADHANA SHIL
VENDOR



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

Endorsement For Deed Number : I - 06053 of 2013
(Serial No. 05575 of 2013 and Query No. 1613L000012834 of 2013)

On 02/12/2013

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

Presented for registration at 19.30 hrs on :02/12/2013, at the Private residence by Mrs. Sadhana Shil ,Executant.

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

Execution is admitted on 02/12/2013 by

1. Mrs. Sadhana Shil, wife of Lt. Ajit Kumar Shil , North Plaza, Housing Complex, Flat No.- 14 B, 10, Uma Kanta Sen Lane, Dum Dum, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700030, By Caste Hindu, By Profession : Business

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. 24000/- is paid , by the draft number 291644, Draft Date 30/11/2013, Bank Name State Bank of India, AMTALA, received on 03/12/2013

(Under Article : A(1) = 23991/- ,E = 7/- ,Excess amount = 2/- 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.-21,81,818/-

Certified that the required stamp duty of this document is Rs.- 109101 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 108120/- is paid , by the draft number 291636, Draft Date 30/11/2013, 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 - 06053 of 2013
(Serial No. 05575 of 2013 and Query No. 1613L000012834 of 2013)

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



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



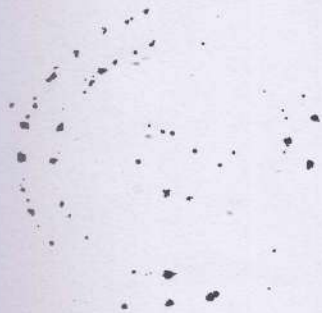
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Right
Hand

Thumb	Index finger	Middle finger	Ring finger	Little finger

NAME : SADHANA SHIL









Sadhana Shil.





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Thumb	Index finger	Middle finger	Ring finger	Little finger
				
				

NAME : VIDYA BHALOTIA

Vidya Bhalotia

