

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

सं. नं. 1608 - 0000144061 / 19
पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 28th day of January

Two Thousand Nineteen (2019) A.D.

BETWEEN

(1) **SRI SUNIL KUMAR NATH**, (PAN- AFIPN4028G), son of Late Haramohan Nath, by occupation- Business, (2) **SMT. MALINA NATH**, (PAN- AFIPN2027K), wife of Sri Sunil Kumar Nath, by occupation- Housewife, both by faith- Hindu, both by nationality- Indian, both are residing at Netaji Pally, Kamrabad, P.O. & P.S. Sonarpur, Kolkata- 700 150, District South 24-Parganas, hereinafter jointly called and referred to as the "**VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

"CHATTERJEE CONSTRUCTION", a Proprietorship Firm, having its registered office at Natunpally Middle Road, P.O. & P.S. Sonarpur, Kolkata- 700 150, District South 24-Parganas, being represented by its sole Proprietor **SRI ANUP CHATTERJEE**, (PAN- ACBPC4410H), son of Late Kalipada Chatterjee, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Natunpally Middle Road, P.O. & P.S. Sonarpur, Kolkata- 700 150, District South 24-Parganas, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Akshay Kumar Mallick was the sole and absolute owner of **ALL THAT** piece and parcel of Danga land measuring more or less 6 decimals out of 18 decimals in R.S. Dag No. 1630 under R.S. Khatian No. 307 and Danga land

measuring more or less 16 decimals in R.S. Dag No. 1631 under R.S. Khatian No. 307 of Mouza- Sonarpur, J.L. No. 39, under P.S. Sonarpur, District South 24- Parganas together with other properties as per Revisional Settlement Records of Rights and enjoying the same free from all encumbrances.

AND WHEREAS said Akshay Kumar Mallick while had been enjoying his aforesaid recorded properties, he died intestate leaving behind his three sons namely Bhabani Charan Mallick, Indu Bhushan Mallick and Kumud Kanta Mallick as his legal heirs and successors.

AND WHEREAS by virtue of inheritance said Bhabani Charan Mallick, Indu Bhushan Mallick and Kumud Kanta Mallick became the joint owners of the aforesaid properties and being enjoying the same jointly they for their better enjoyment and occupation, executed and registered a Deed of Partition, which was duly registered on 15/04/1966 before the office of the Barulpur at Sonarpur and recorded in its Book No. 1, Volume No. 1, Pages from 256 to 260, Being No. 71 for the year 1966.

AND WHEREAS by virtue of the aforesaid Deed of Partition, said Bhabani Charan Mallick became the sole and absolute owner of the Schedule below property together with other properties and started enjoying the same free from all encumbrances by paying rents and taxes to the authority concerned regularly.

AND WHEREAS in the course of enjoying his aforesaid properties said Bhaban Charan Mallick transferred ALL THAT piece and parcel of Danga land measuring more or less 20 decimals (the split up of the land being :- 4 decimals in R.S. Dog No. 1630 and 16 decimals in R.S. Dog No. 1631) comprised in R.S. Dog Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza- Sonarpur, J.L. No. 39, P.S. Sonarpur, District South 24-Parganas unto and in favour of his wife Smt. Annapurna Mallick, by and under a Deed of Gift, which was duly registered on 09/09/1970 before the office of the S.R. Alipore and recorded in Book No. I, Volume No. 39, Pages from 137 to 140, being No. 2916 for the year 1970.

AND WHEREAS by virtue of the said Deed of Gift said Smt. Annapurna Mallick became the sole and absolute owner of the aforesaid danga land measuring more or less 20 decimals (the split up of the land being :- 4 decimals in R.S. Dog No. 1630 and 16 decimals in R.S. Dog No. 1631) comprised in R.S. Dog Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza- Sonarpur, J.L. No. 39, P.S. Sonarpur, District South 24-Parganas and being enjoying the same said Smt. Annapurna Mallick for urgent necessity of money sold, conveyed and transferred the Danga land measuring more or less 6 Cottahs 1 Chittak 31 Sq.ft. comprised in R.S. Dog No. 1631 under R.S. Khatian No. 307 of Mouza- Sonarpur, J.L. No. 39, P.S. Sonarpur, District South 24-Parganas unto and in favour of SMT. MALINA NATH, the Vendor No. 2 herein, with the confirmation of

Smt Archana Koley, wife of Ranajit Kumar Koley, by and under a Deed of Sale (Bengali Kobala), which was executed 11/06/2001 and duly reistered on 11/12/2001 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. 1, Volume No. 150, Pages from 309 to 314, being No. 8893 for the year 2001.

AND WHEREAS said Smt. Annapurna Mallick also sold, conveyed and transferred the Danga land measuring more or less 6 Cottahs (the split up of the land being :- 4 decimals equivalent to more or less 2 Cottahs 6 Chittaks 30 Sq.ft. in R.S. Dag No. 1630 and 3 Cottahs 9 Chittaks 15 Sq.ft. in R.S. Dag No. 1631) comprised in R.S. Dag Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza-Sonarpur, J.L. No. 39, P.S. Sonarpur, District South 24-Parganas unto and in favour of SRI SUNIL KUMAR NATH, the Vendor No. 1 herein, with the confirmation of Smt. Archana Koley, wife of Ranajit Kumar Koley, by and under a Deed of Sale (Bengali Kobala), which was executed 11/06/2001 and duly reistered on 11/12/2001 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. 1, Volume No. 150, Pages from 315 to 320, being No. 8894 for the year 2001.

AND WHEREAS thus by virtue of aforesaid two separate Sale Deeds said SRI SUNIL KUMAR NATH and SMT. MALINA NATH, the Vendors herein, became the absolute joint owners of the land measuring more or less 12 Cottahs 1 Chittak 31 Sq.ft. (the split up of the land being :- 2 Cottahs 6 Chittaks 30 Sq.ft. in R.S. Dag No. 1630 and 9 Cottahs 11 Chittaks 1 Sq.ft. in R.S. Dag No. 1631) comprised in R.S. Dag Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza- Sonarpur,

NOW THIS INDENTURE WITNESSETH that in pursuance of the said

agreement and in consideration of the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only truly paid to the Vendors herein by the Purchaser herein on or before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge) as per memo of consideration written hereunder and the Vendors doth hereby acquit, release and forever discharge the purchaser for payment of the same and every part thereof as well as the said land measuring more or less 9 Cottahs 11 Chittaks 1 Sq.ft. (3 Cottahs 9 Chittaks 15 Sq.ft. of Vendor No. 1 and 6 Cottahs 1 Chittak 31 Sq.ft. of Vendor No. 2) together with 200 Sq.ft. brick built Asbestos shed structure standing thereon comprised in R.S. Dag No. 1631 appertaining to R.S. Khatian No. 307 of Mouza- Sonarpur, J.L. No. 39, now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 12, P.S. Sonarpur, District South 24-Parganas hereby conveyed or transferred or agreed so to be and the Vendors doth hereby grant convey sell assign and assure to and unto and in favour of the Purchaser herein all that the said land measuring more or less 9 Cottahs 11 Chittaks 1 Sq.ft. along with 100 Sq.ft. brick built Asbestos shed structure standing thereon more fully and particularly described in the Schedule hereunder written together with the right to easement and amenities attached thereto and together with the right of egress and ingress to and

granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner or condition use trust or other things whatsoever to alter defeat encumber or make void the same and the vendors do and each of them doth hereby covenant with the purchaser that notwithstanding any act deed matter assurance or thing whatsoever by the Vendors made done executed occasioned or suffered to the contrary that the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendors **AND** that free and clear and freely and clearly and absolutely acquitted exonerated or discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances claims, demands, charges, liens, lispens, debts and

attachments whatsoever had made done executed occasioned or suffered by the Vendors or any person or persons claiming or to claim from through under or in trust for the vendors into and upon the said property hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended or to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance without any manner or conditions, use trust or other thing whatsoever to alter, defeat encumber or make void the same and that notwithstanding any such act deed matter or things whatsoever as aforesaid the vendors have good right, full power and absolute authority to grant sell transfer convey, assign and assure by these presents the said property hereby granted, sold, transferred, conveyed assigned and assured or agrees or intended so to be unto and to the use of the purchaser in manner aforesaid and that the purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby granted, transferred, sold, conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid and receive the rents, issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the vendors along with the right to sell, convey,

transfer, mortgage or lease out the said property to any person or any financial institution at their own choice and free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise by the Vendors well and sufficiently save defended kept harmless and indemnified of from and against all and all manner of former, or other estate, rights, lease, mortgages, charges, trusts, wakfs, debutors, attachments, executions, lispens claim, demands and encumbrances whatsoever made done occasioned or suffered by the Vendors or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the vendors and further that the vendors and all person having or lawfully claiming any estate, right, title and interest whatsoever in the aforesaid property hereby granted, transferred, sold, conveyed, assigned and assured or any part thereof from under or in trust for the vendors shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, transferred, sold, conveyed, assigned, assured and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of Danga land measuring **9 Cottahs 11 Chittaks 1 Sq.ft.** (3 Cottahs 9 Chittaks 15 Sq.ft. of Vendor No. 1 and 6 Cottahs 1 Chittak 31 Sq.ft. of Vendor No. 2) together with 100 Sq.ft. brick built Asbestos shed structure standing thereon which is more fully shown in the annexed Map or Plan delineated by **RED** border comprised in **R.S. Dag No. 1631** appertaining to **R.S. Khatian No. 307 of Mouza- Sonarpur**, J.L. No. 39, R.S. No. 13, Touzi No. 109, Pargana Medanmalla, now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 12, P.S. & A.D.S.R. Office at Sonarpur, District South 24-Parganas Kolkata- 700 150, together with all easement rights attached thereto. The annual proportionate rent of 9 Cottahs 11 Chittaks 1 Sq.ft. is as per present rate which is payable to the collectorate, 24-Parganas (South) Alipore who is to receive it on behalf of the Govt. of West Bengal. Butted and bounded by :-

ON THE NORTH : R.S. Dag No. 1632.

ON THE SOUTH : R.S. Dag No. 1636.

ON THE EAST : R.S. Dag No. 1635 and 4 ft. wide private passage.

ON THE WEST : R.S. Dag No. 1630.

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

SIGNED, SEALED AND DELIVERED

in presence of

WITNESSES :-

1. Kamal Kumar Mahapatra
Kannabadi, Sonepur
KOL-150

2. Jagannath
Kannabadi, Netajipally
Sonepur,
KOL-150

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Handwritten signature in Devanagari script.

SIGNATURE OF THE VENDORS

CHATTERJEE CONSULTANTS

Handwritten signature of the purchaser.

SIGNATURE OF THE PURCHASER