

13174

P-12702/15

भारतीय नैऋत्यिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



INDIA

पश्चिम बंगाल WEST BENGAL

C 072990

ke

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made on this
the 24th day of November Two Thousand and Fifteen(2015)

BETWEEN

SMT. SHANTI DEVI JAYASWAL wife of Sri Shyama Prasad Jaiswal, residing at 5A, Haripal Lane, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, by faith- Hindu, by occupation- Housewife, by Nationality Indian, hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, administrators representatives nominees and assigns) of the **ONE PART**.

- AND -

DIPAK KUMAR JAISWAL (having PAN : BADPJ7033A) son of Satyanarayan Jaiswal, residing at 124/2, Manicktala Street, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, by faith Hindu, by occupation- Business, by Nationality- Indian, 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 his legal heirs, executors, administrators representatives nominees and assigns) of the **OTHER PART**.

WHEREAS:

A) One **Ohayed Bux Tarafder** was the absolute owner and possessor of land comprised in C. S. Dag No. 71 corresponding to R.S. Dag No. 83 under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169 within the jurisdiction of Rajarhat Police Station, in the District of North 24- Parganas absolutely free from all encumbrances

whatsoever by virtue of inheritance and thereafter verbal partition with other co-owners.

B) While seized and possessed of the aforesaid Plot of land, the said **Ohayed Bux Tarafder** referred therein as the Vendor sold transferred and conveyed his right title and interest of a portion of the said land measuring an area of **4(four) Cottahs 0(zero) Chittack 0(zero) sft.** more or less comprised in C. S. Dag No. 71 corresponding to **R.S. Dag No. 83** under C.S. Khatian No. 1029 corresponding to **R.S. Khatian No. 819**, lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169 within the jurisdiction of Rajarhat Police Station, in the District of North 24- Parganas to (1) Smt. Manjuri Bala Misra wife of late Lakshinarayan Misra and (2) Sri Nemaï Das son of late Rajani Das jointly referred therein as the Purchasers, by a registered Deed of Sale registered at the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 84, Pages 27 to 34, **Being No. 3066**, in the year 1983 on 21.03.1983 against valuable consideration mentioned thereon.

C) While seized and possessed of the aforesaid plot of land, the said (1) Smt. Manjuri Bala Misra and (2) Sri Nemaï Das jointly referred therein as the Vendors sold, transferred and conveyed their right title and interest of a portion of land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97 (one point nine seven) square feet** more or less out of said 4(four) Cottahs 0(zero) Chittack 0(zero) sft. comprised in C. S. Dag No. 71 corresponding to **R.S. Dag No. 83** under C.S. Khatian No. 1029

332, **Being No. 2677**, in the year 1988 on 15/04/1988 against valuable consideration mentioned thereon.

E) While seized and possessed of the aforesaid land, the said **Smt. Shanti Devi Jayaswal** duly recorded her name to the BL & LR office at the time of L.R. Settlement Operation, being **L.R. Khatian No. 350** and also mutated her name to the Rajarhat Gopalpur Municipality being Holding No. RGM-10/A/S/10/99, Ward No. 10 as absolute owner and possessor thereof

F) Since then the Vendor herein **Smt. Shanti Devi Jayaswal** is seized and possessed of the aforesaid plot of land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97 (one point nine seven) square feet** more or less comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, at present **L.R. Khatian No. 350**, lying and situated at Mouza- **HATIARA**, P.L. No. 14, R.S. No. 188, Touzi No. 169 within the jurisdiction of Rajarhat Police Station. at present New Town Police Station, in the District of North 24- Parganas virtue of above Purchased, mutation, L.R. Settlement Record absolutely free from all encumbrances whatsoever and has been enjoying the same peacefully, freely and absolutely and without any interruptions from any corners whatsoever and has the full right to dispose or transfer the same to any body in any way as the Vendor herein shall think fit and proper

Now the Vendor herein **Smt. Shanti Devi Jayaswal** has agreed to sell and the purchaser herein **Dipak Kumar Jaiswal** has agreed to purchase the aforesaid plot of land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97** (one point nine seven) **square feet** more or less comprised in C.S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, at present **L.R. Khatian No. 350**, lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188. Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality. being Holding No. RGM-10/A/S/10/99, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward No. 12. within the jurisdiction of Rajarhat Police Station. at present New Town Police Station, in the District of North 24- Parganas more fully and particularly described in the schedule hereinafter written and hereinafter called as the 'said land' at or for the total consideration of **Rs. 10,00,000/- (Rupees ten lac) only.**

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of **Rs. 10,00,000/- (Rupees ten lac) only** to the Vendor paid by the Purchaser as per memo below at or for the immediately before the execution of these presents (the receipt whereof the Vendor do hereby as well as by the receipt hereunder written, admit and acknowledge and from the same and every part thereof hereby acquit, release and forever discharged or conveyed the same to the said Purchaser) as well as the said plot of land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97** (one point nine seven) **square feet** more or less which the Vendor herein sell, grant, transfer, convey and assign unto the Purchaser

free from all encumbrances, liens, lispendences and appurtenances as mentioned in the schedule hereinafter written TO HAVE AND TO HOLD the said land hereby granted, transferred conveyed and assured or intended so to be with the appurtenances unto the Purchaser herein absolutely and free from all encumbrances whatsoever

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER:

- 1 That free and clear and freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses of the Vendor is and sufficiently entitled and saved defended kept harmless and wher easement rights title claim mortgage liens lispendences, attachments whatsoever.
- 2 That the Purchaser shall hereinafter peacefully and quietly possess and enjoy the said land in khas without any claim or demand whatsoever from the Vendor or her legal heirs, executors, administrators, representatives, nominees and assigns.
- 3 That no notice issued under the public demand recovery act have been served on the Vendor not any such notice have been published.
- 4 That the land fully described in the schedule below stands retained by the Vendor through operation of family ceiling as envisaged in chapter 1-B, West Bengal Land Reforms Act.

5. That the said land or any part or portion thereof or under any interest therein have not vested in and/or is neither acquired nor any notice have been served under the state of West Bengal Acquisition Act, 1956 or statutory modification thereof or under the Urban Land (Ceiling & Regulations) Act, 1976 or any other law for the time being in force.

6. It is hereby declared by the Vendor that the said land which described in the schedule hereinafter written is the self acquired land of the Vendor and that she is not the benamder of any one.

7. It is hereby declared that the said Purchaser has the absolute right to mutate his name in respect of the present purchased land.

8. All the taxes land revenue and impositions payable in respect of the said land up to date of these presents have been fully paid by the Vendor and if any portion of such taxes levies impositions etc. be found to have remained unpaid for the period up to date the same shall be deemed to be the liability of the Vendor and realizable from the Vendor.

9. It is hereby declared by the Vendor that the said land is absolutely free from all encumbrances and that is not the benamder of anyone and the same is not the DEBATTOR or PIROTTOR land/property or is not subject matter of any court case or not any litigation from any corners whatsoever.

10. That the Vendor has not yet taken any loan or financial benefits from any bank or financial institutions or any corners in respect of the schedule mentioned land or any part thereof.

11. It is transpired that the said land hereby sold, conveyed and transferred and assigned by the Vendor, if not free from encumbrances as herein covenant, the Vendor shall be bound to refund to the Purchaser, the full consideration money paid hereunder together with cost of the stamp and registration charges incurred by the Purchaser herein. And in this Deed, if any typographical mistake is discovered in later, that will be rectified by Vendor without any claim or demand at the cost of the Purchaser.

A N D the Vendor hereby deliver this day khas possession of the said land unto the Purchaser herein.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of land hereby sell by the Vendor)

ALL THAT piece and parcel of rayati dakhali Swattiya Bisistha **Shali** land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97** (one point nine seven) **square feet** more or less comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, at present **L.R. Khatian No. 350** (in the name of **SHANTI DEVI JAYASWAL**, the present vendor) land lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S.

No. 188. Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, being Holding No. RGM-10/A/S/10/99, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward No. 12, within the jurisdiction of Rajarhat Police Station, at present New Town Police Station, within the local area- 'Barabagan', Pargana- Kolikata, under Addl. District Sub-Registrar Office- Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal.

It is clearly stated herein that the Vendor herein sell and convey the aforesaid plot of land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 1.97** (one point nine seven) **square feet** together with all easement rights to use common passages for egress and ingress to the said land unto and in favour of the Purchaser herein and for greater clearance of the said land, one **site plan** is annexed herewith marked by **RED** border which will be treated as a part of this indenture and the said land is butted and bounded as under :-

ON THE NORTH BY : Part of R.S. & L.R. Dag No. 83

ON THE SOUTH BY : R.S. & L.R. Dag No. 80

ON THE EAST BY : 8'-0" Wide Common Passages.

ON THE WEST BY : Part of R.S. & L.R. Dag No. 83.

The annual proportionate rent will be payable as per State Government Rules and Regulations.

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchaser, a sum of **Rs. 10,00,000/- (Rupees ten lac) only** being the full consideration money of the schedule mentioned land and payment as per memo below.

MEMO

Cheque No.	Dated	Drawn on	Amount
000017	16/11/2015	HDFC Bank, Manicktala Branch	10,00,000/-

Rs. 10,00,000/-

(Rupees ten lac) only

WITNESSES:

1. श्री अजय कुमार जसवाल
2. Ajay Kumar Jasswal

श्री अजय कुमार जसवाल

SIGNATURE OF THE VENDOR

Read over and explained by me :

Ajay Kumar Jasswal.

Deed prepared by:

Ms. Arunb AL.

Advocate

B arasat Court

F-572/1389 296

Composed by:

Rahamat-Shaikh.












(Rahamat Shaikh)

Typists' Association Room

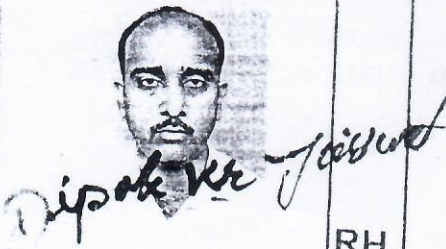










A.D.S.R. Office - Bidhannagar Kolkata-91

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO


UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - LH BOX- SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

	LH					
	RH.					

ATTESTED :- शांती देवी साय सवाल

	LH					
	RH.					

ATTESTED :- Dipak Kumar Jaiswal

	LH					
	RH.					

ATTESTED :-