

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Additional District Sub-Registrer Compore, Dum Dom, 24-Pgs. (North)

1 7 APR 2019

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 17th day of April Two Thousand and Nineteen (2019).

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EA/26. Deshbondhar Nagon

P.S. Baguiati

1602-59
(Business)

Modi. Distinct Sub-Register
Conscions Dum-Dum 24 Page 6

1 7 APR 2019

**SRI KANTI PODDER[PAN AFVPP4272P]** Son of Lalit Mohan Podder, by faith Hindu, by Nationality Indian, by Occupation -Business, residing at 12 Block-C, FL-3B, Bangur Avenue, P.S. Laketown, P.O Bangur Avenue, District North 24 Parganas, Kolkata-700055, West Bengal, herein after called and referred to as the **VENDOR** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

#### AND

OM BISWAKARMA EVENTS [ PAN AAFFO9439C ], a partnership firm having its registered office at 385 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Motijheel, District North 24 Parganas, Kolkata - 700074, REPRESENTED BY IT'S PARTNERS (1) SRI RANADHIR SAHA, [PAN AYZPS9689J], son of Sri Benimadhab Saha, by faith Hindu, by Nationality-Indian, by Occupation-Engineer, residing at 174, Purba Sinthee Bye Lane, P.S. - Dum Dum, P.O. Ghughudanga, Dist.- North 24 Parganas, Kolkata -700030, West Bengal, (2) SRI BASUDEV SAHA [PAN ALUPS4587P], son of Sri Ruhidas Saha, by faith Hindu, by Nationality- Indian, by Occupation-Business, residing at 385 Dum Dum Road, P.S. - Dum Dum, P.O. Motijheel, Dist.- North 24 Parganas, Kolkata - 700074, West Bengal, (3) SRI TANMOY GHOSH [ PAN ADTPG7125J], son of Late Sukumar Ghosh, by faith Hindu, by Nationality-Indian, by occupation-Business, residing at 6B, New Road, P.S-Baguiati, Post: Deshbandhunagar, Dist.- North 24 Parganas, Kolkata-700059, West Bengal, (4) SRI ASHOK SAHA [PAN AMAPS7160F], son of Sri Gopinath Saha, by faith Hindu, by Nationality- Indian, by Occupation-Business, residing at 37, Sukumar Ghosh Road, P.S. - Belghoria, P.O. Nandannagar, Dist.-North 24Parganas, Kolkata-700083, West Bengal, hereinafter called and referred to as the PURCHASER (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners and their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART

**WHEREAS** Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu, their legitimate elder brother Monoranjan Kundu since deceased and their mother Smt Radha Rani Kundu, jointly as Eight part of partition Deed got All that a piece and parcel of land measuring 7-12-12 Seveven Cottahs Twelve Chittacks Twelve square feet more or less under Dag no 386 and adjacent to that land measuring 9-5-19 Nine cottahs Five chittacks Nineteen square feet more or less Doba land under Dag no 387 and All that a Piece parcel of

land measuring 1-13-39 One cottah Thirteen Chittacks Thirtynine square feet in the southern side of that Doba thus well seized and possessed of totaling an area of 18-15-25 Eighteen Cottahs Fifteen Chittacks Twenty Five square feet marked lot "E" by virtue of a Deed of partition registered at Sub Registrar cossipore DumDum on 23/03/1951 and copied in Book No I,Volume No 46, Pages 227 to 242, Being No 3515 for the Year 1951 lying and situated at Mouza DumDum House, J.L. No 19,R.S. No 237, Touzi No 1070/2834, comprised in Khatian No 88, within the limits of South Dum Dum Municipality, in the District of North 24 Parganas along with their others seven other part Sri Rakhal Raj Kundu, Sri Patit Paban kundu, Prabhat Kundu and others.

AND WHEREAS Smt Radha Rani kundu While enjoying the same jointly made a Registered Deed of Gift of her undivided 1/4th share of the total property measuring 4-11-40 Four cottahs Eleven chittacks Forty square feet in favour of her three sons namely Sri Desh Ranjan Kundu,Sri Chitta Ranjan Kundu and Monoranjan Kundu since deceased by a registered Deed of Gift on 07/12/1959 registered at Sub Registrar Cossipore Dum Dum and copied in Book No I, Volume No. 116,Pages233 to 235, Being No 8212 for the year 1959.

AND WHEREAS Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu and Monoranjan Kundu since deceased jointly became the absolute owners of the total property measuring an area of 18-15-25 Eighteen Cottahs Fifteen Chittacks Twenty Five square feet marked lot "E" therein by virtue of the said Deed of Gift executed by their mother Smt Radha Rani kundu and also by virtue of partion and while enjoying the same said Monoranjan Kundu died intestate leaving behind his surviving wife smt Avarani Kundu, two sons namely Sri somenath kundu, Sri sunil kumar kundu and one daughter Alo Rani Kundu as his legal heirs and successors and the undivided 1/3rd share of the total property left by Monoranjan Kundu were jointly inherited by his wife smt Avarani kundu, two sons namely Sri somenath kundu, Sri sunil kumar kundu and one daughter Alo Rani Kundu by virtue of inheritance of their husband, sons and daughter respectively.

**AND WHEREAS** Sri Desh Ranjan Kundu, Sri chitta Ranjan Kundu, smt Avarani kundu, Sri somenath kundu, Sri sunil kumar kundu, Alo Rani Kundu while jointly seizing, possessing and enjoying the same sold out some portion of land and the rest of the portion of land was in their khass possession.

AND WHEREAS Sri Desh Ranjan Kundu, Sri chitta Ranjan Kundu, smt Avarani kundu, Sri somenath kundu, Sri sunil kumar kundu, Alo Rani

Kundu the vendors therein jointly decided to sell all that a piece and parcel of land measuring an area of 3-11-40 Three cottahs Eleven chittacks Forty square feet comprised in Dag no 386 under khatian no 88 and Sri Ratan Lal Bhuiya the purchaser therein and vendor herein purchased the same by a registered Deed of Sale on16/01/1976 registered at Sub Registrar Cossipore DumDum and copied in Book No I,volume no 13, pages 70 to76, Being No 220 ,for the year1976 from Sri Desh Ranjan Kundu,Sri chitta Ranjan Kundu, smt Avarani kundu, Sri somenath kundu,Sri sunil kumar kundu, Alo Rani Kundu.

AND WHEREAS The said Sri Ratan Lal Bhuiya the vendor therein became the absolute owner of the said property by virtue of purchase and mutated his name in the records of South Dum Dum Municipality by paying rates and taxes therefore having Holding No 338 R.N. Guha Road, under ward No 8 and enjoying the same free from all encumbrances and while enjoying the same Sri Ratan Lal Bhuiya sold ALL THAT a piece and parcel of land measuring an area of 3-11-40 Three Cottahs Eleven Chittacs Forty square feet more or less together with 100 sft R.T Shed structure thereon to SRI KANTI PODDER the purchaser therein and vendor herein by a registered Deed of Sale on 12/09/2018 registered at Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No. 1506-2018, Pages from 369411 to 369431, Deed No 150608207, for the year 2018 from said Sri Ratan Lal Bhuiya.

AND WHEREAS SRI KANTI PODDER the vendor herein became the absolute owner of ALL THAT a piece and parcel of land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty square feet more or less together with 100 sft R.T Shed structure thereon by virtue of purchase and recorded his name in the records of L.R. Khatian No. 2560, comprised in L.R. Dag No. 1010 and thereafter to construct Five storied building thereon Sri Kanti Podder the Vendor herein obtained Building sanction plan from the South Dum Dum Municipality vide sanction Plan serial No. 603/2018-2019 Dated 13/12/2018 but due to lack of finance the vendor herein was unable to proceed with the construction work and the vendor herein enjoying the same free from all encumbrances by mutated his name in the records of South Dum Dum Municipality by paying rates and taxes therefore having Holding No 338 R.N. Guha Road, Kolkata – 700074, under ward No 8 and the vendor herein has got every right to transfer the same to anybody by anyway.

AND WHEREAS SRI KANTI PODDER the Vendor herein for urgent need of money announced to sell out ALL THAT a piece and parcel of Bastu land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty square feet more or less together with 100 sft R.T Shed structure thereon

and OM BISWAKARMA EVENTS [ PAN AAFFO9439C ] , a partnership firm having its registered office at 385 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Motijheel, District North 24 Parganas, Kolkata - 700074, REPRESENTED BY IT'S PARTNERS (1) SRI RANADHIR SAHA, [PAN AYZPS9689J], son of Sri Benimadhab Saha, by faith Hindu, by Nationality-Indian, by Occupation-Engineer, residing at 174, Purba Sinthee Bye Lane, P.S. - Dum Dum, P.O. Ghughudanga, Dist.- North 24 Parganas, Kolkata -700030, West Bengal, (2) SRI BASUDEV SAHA [PAN ALUPS4587P], son of Sri Ruhidas Saha, by faith Hindu, by Nationality- Indian, by Occupation-Business, residing at 385 Dum Dum Road, P.S. - Dum Dum, P.O. Motijheel, Dist.- North 24 Parganas, Kolkata - 700074, West Bengal, (3) SRI TANMOY GHOSH [ PAN ADTPG7125J], son of Late Sukumar Ghosh, by faith Hindu, by Nationality-Indian, by occupation-Business, residing at 6B, New Road, P.S-Baguiati, Post: Deshbandhunagar, Dist.- North 24 Parganas, Kolkata-700059, West Bengal, (4) SRI ASHOK SAHA [PAN AMAPS7160F], son of Sri Gopinath Saha, by faith Hindu, by Nationality- Indian, by Occupation-Business, residing at 37, Sukumar Ghosh Road, P.S. - Belghoria, P.O. Nandannagar, Dist.-North 24Parganas, Kolkata-700083, West Bengal, the purchaser herein agreed to purchase the same including sanction plan together with all amenities, facilities, common passage as specifically and particularly described in the schedule hereunder written along with the intent and object that the purchaser shall be entitled to hold the said property by the way of exploiting the same in the lawful purpose and for consolidated consideration of Rs. 76,00,000/- (Rupees Seventy Six Lakh) only which has been paid by the purchaser to the Vendor on or before executants of these present as detailed below in the Memo of Consideration there under written.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the said sum of Rs. 76,00,000/- (Rupees Seventy Six Lakh) only well and truly paid in hand to the Vendor by the Purchaser on or before execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof ) the Vendor doth hereby collectively and severally indefeasibly and absolutely grant, convey, assure sell and transfer unto and to the use of the Purchaser ALL THAT a piece and parcel of Rayat Sattiya Bastu land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty Square feet together with100 sft R.T Shed structure thereon as mentioned in the Schedule hereunder written and marked as "RED" Border in the map or plan annexed hereto TOGETHER WITH all rights, title and interest benefits, advantages, claims and demands to hold and enjoy the

said property AND ALL THE right, title and interest benefits, advantages, claim and demands whatsoever exclusively relating to the same TO HAVE AND TO HOLD the said property and in favour of the Purchaser absolutely free from all encumbrances.

OR HOWSOEVER OTHERWISE the said land with structure hereditaments and premises or any portion thereof now are or is or at any time or times heretofore were or was situated, butted, bounded called known, numbered, described or distinguished TOGETHER WITH all rights and benefits in over and under the common passage and the property shown and delineated in the map or plan annexed hereto and marked as RED border and all areas, water, water courses, sewers drains, ditches, rights, privileges, common advantages, right liberties and appurtenances, whatsoever to the said property hereditaments and premises belonging or any wise appartaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion and reversions and remainder and remainders AND all the estate right title interest, use trust possession, property claim and demand both at law and in equity of the Vendor into and upon the said proper hereditaments and premises or any or every part thereof AND all rent, issues and profits thereof AND all deeds, pattahs, muniments writings and evidence of title whatsoever relating to or concerning the said property hereditaments and premises which are now or hereafter shall or may be in the custody possession power or control of the said Vendor or any person or persons from whom may it can or may procure the same without suit or action at law or in equity free from all liens attachments and encumbrances TO HAVE AND TO HOLD the said land with structure hereditaments and premises hereby granted, conveyed, assured sold and transferred or expressed or intended so to be and to the use of the Purchaser absolutely and forever AND the Vendor doth hereby from his heirs, executors, administrators, representatives and covenants with the Purchaser its partners and their heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act deed or thing by the Vendor or any of his predecessor or predecessors-in-title done, committed or executed or knowingly suffered to the contrary be the same Vendor is now lawfully and absolutely seized and possessed of or otherwise well sufficiently entitled to the said property hereditaments and premises hereby granted conveyed and transferred or expressed so to be and every part thereof unto and to the use of the purchaser absolutely and forever for perfect and indefeasibly estate or inheritance without any manner or conditions use trust or other thing whatsoever to alter encumber or make void the same AND that NOTWITHSTANDING any act deed or things whatsoever and aforesaid the

Vendor now has in himself good right full power, absolute authority and indefeasible title to sell convey, or transfer title said property, hereditaments and premises and every part thereof hereby granted, conveyed and transferred or expressed so to be unto and to the use of the Purchaser absolutely and forever AND that the Vendor has not in any way encumbered the said land with building hereditaments and premises hereby granted, conveyed and transferred AND that the Purchaser shall and may at all time hereafter peaceably and quietly enter upon have hold, possess and enjoy the said property hereditaments and premises and every part thereof and receive and take all rents, issues and profits thereof without any lawful eviction, interruption claim and demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming from under or in trust for the Vendor and or from or under any of their predecessor or predecessors -in -title shall and will form time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land with structure hereditaments and premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonable required. The property is not under any requisition or acquisition or not affected by any Government Project and not vested to the State. The Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser does and execute or cause to be done and execute or cost to be done and executed all such acts, Deeds and Things whatsoever for further better and more perfectly assuring the said piece or parcel of land with structure hereditaments and premises and every part thereof unto and to the Purchaser in manner aforesaid as shall or may be reasonably required.

The Vendor doth hereby further agreed with the Purchaser that the Purchaser shall have every right, title and interest to mutate its name with the South Dum Dum Municipality and B.L. and L.R. Office and shall have the right to transfer its right, title and interest over the said property at any time by way of Sale, Gift, Mortgage, Lease etc. as it deem fit and proper.

The Vendor agreed to rectify any defect or omission at the request of the Purchaser and at the cost of the Purchaser.

AND THAT the Vendor do hereby covenant and agree with the Purchaser as follows:-

The Vendor declares that he do not or has not entered into any agreement with anybody for sale in respect of the said property except the purchaser.

The Vendor has not received any notice from any authority and further declares, that at present the said land with structure is not effected by any notice or scheme of the Local Municipal authority or the Government of any other Public Body.

As there is no other property relating to the title Deed of the Vendor, the Vendor has handed over all such Deed and documents relating to the said property as mentioned in the schedule hereunder written including sanction plan to the Purchaser and the purchaser shall take all advantages of the said Deed and things and writing thereto now or in future.

The Vendor shall deliver absolute peaceful vacant possession of the said Property fully described in the Schedule written below to the Purchaser immediately with the purchase of the said property under this Deed of Conveyance.

The Purchaser shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the said property and every part thereof forever and received the rents issues and profits thereof without the lawful eviction, interruption, claim or demand from or by the Vendor or his heirs, executors, administrators, representatives and assigns.

That on and from today the vendor herein shall have no right or claim over the said property as mentioned in the schedule hereunder written.

# THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO [HERE BY SOLD]

ALL THAT piece and parcel of Rayat Sattiya Bastu Land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty square feet together with 100 sft R.T Shed structure thereon lying and situated at Mouza-Dum Dum House, J.L. No.19, Re.Sa. No.237, Touzi No.1070/2834, under C.S. Khatian Nos.88, corresponding to R.S/L.R Khatian No 2540, corresponding to modified L.R. Khatian No. 2560, comprised in C.S. Dag No. 386, corresponding to R.S. Dag No 386/1622, corresponding to L.R. Dag No 1010, P.S. Dum Dum, within the limits of South Dum Dum Municipality, Ward No. 08, Holding No. 338, R.N Guha Road, Kolkata – 700074, Additional District Sub-Registrar Cossipore Dum Dum, in the District of North 24 Parganas. The property is butted and bounded in the manner as follows and marked with RED Border.

**ON THE NORTH**: 12 ft wide common passage

ON THE SOUTH : Land of Anju Rani Saha and Pabitra Bala Saha

and 6'-0" ft wide passage

**ON THE EAST**: 12 ft wide common passage

ON THE WEST : Nripendralal Mazumdar

IN WITNESSETH WHEREOF both the Parties have 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 presence of: -

1. Subrid Roy. EA/26 D.B Nagon 1KOL-59

Kanici Padalo

SIGNATURE OF THE VENDOR

2. Sright Kumar Dan. 26 Sahid Dinesh Sorami North Dwiger norgen Kolkoler-Food65.

OM BISWAKARMA EVENTS
Ranadkir Saka
Barnder Saha
Tanny Choch
Asslac care

PARTNERS

SIGNATURE OF THE PURCHASER

RECEIVED on and from the above mentioned Purchasers a sum of Rs. 76,00,000/- (Rupees Seventy Six Lakh) only as a part consideration money as per the memo mentioned herein below

### MEMO OF CONSIDERATION

| Date                | Bank      | Branch     | Cheque              | Amount(Rs.) |
|---------------------|-----------|------------|---------------------|-------------|
| 29.03.2018          | Axis      | Baguiati   | RTGS                | 10,00,000/- |
| 29.08.2018          | BOB       | Ghugudanga | RTGS                | 5,00,000/-  |
| 29.08.2018          | Axis      | Baguiati   | RTGS                | 5,00,000/-  |
| 11.09.2018          | Allahabad | Dum Dum    | Fund Transfer       | 36,00,000/- |
| 12.09.2018          | Allahabad | Dum Dum    | Fund Transfer       | 2,10,000/-  |
| 12.09.2018          | By Cash   | 172        | - dire frentister   | 1,90,000//- |
| 28 <b>@</b> 12.2018 |           | *          | RTGS<br>00814770018 | 10,00,000/- |
| 16.04.2019          | Allahabad | Dum Dum    | 055783              | 6,00,000/-  |
| Total               |           |            |                     | 76,00,000/- |

Rs. 76,00,000/- (Rupees Seventy Six Lakh) only

WITNESSES:

1. Schrid Ray

SIGNATURE OF THE VENDOR

Kanli Podel

Prepared By:-

Manosh Bhattehonya

Manash Bhattacharya

BD/6, Deshbandhu Nagar, Kolkata-700059.

L. No. DW. XI.45.

A.D.S.R. Cossipore Dum Dum

Composed by:-

Fredomine De s

Indranil Das

100, S.S. Road, Dum Dum

Kolkata-700030

A.D.S.R. Cossipore Dum Dum

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2019, Page from 145141 to 145169 being No 150603135 for the year 2019.



Digitally signed by SUMAN BASU Date: 2019.04.18 12:53:25 +05:30 Reason: Digital Signing of Deed.

Sum

(Suman Basu) 18/04/2019 12:51:55
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)