

THIS DEED OF CONVEYANCE is made on 31th day of August, 2017 (Two thousand seventeen) **BETWEEN** **JHARNA DUTTA (PAN-BSGPD5996K)** daughter of Late Manindra Nath Dutta, by religion- Hindu, by occupation- Household works, by nationality- Indian, residing at Plot No.172, Anandamath 'A' Block, P.O.- Ichapore- Nawbaganj, P.S.- Noapara, District- North 24 Parganas, Pin-743144, West Bengal, hereinafter called and referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, successor, legal representatives and/or assigns) of the **ONE PART.**

AND

M/S. ULTRA ENTERPRISE (PAN-BAVPS7619P) a proprietorship firm having its office at 470/B, Anandamath, 'B' Block, P.O.-Ichapore, P.S.- Noapara, District- North 24 Paranas, Pin-743144, West Bengal, represented by its proprietor **SRI DIBAKAR SARKAR (PAN-BAVPS7619P)** son of Late Narayan Chandra Sarkar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 470/B, Anandamath, 'B' Block, P.O.-Ichapore, P.S.- Noapara, District- North 24 Paranas, Pin-743144, West Bengal, hereinafter called and referred to as the "**PURCHASER**" (which term or

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expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successor, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS the belove mother of the Vendor, Smt. Labanya Prova Dutta wife of Late Manindra Nath Dutta acquired a plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.3347(P), under L.O.P.No.172, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under Ward No.6 (old), 7 (new), under P.S.- Noapara, District- North 24 Parganas, by virtue of gift from the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal, through a regisered Deed of Gift, which was duly registered before the office of the Additional District Registrar of North 24 Parganas at Barasat on 03.08.1988 and was recorded in Book No.I, Volume No.4, pages from 185 to 188, being No.272 for the year 1988.

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AND WHEREAS having acquired the aforesaid plot of land through the aforesaid registered Sale Deed, the said Smt. Labanya Prova Dutta

got her name mutated with the Assessment Register of North Barrackpore Municipality being Municipal Holding No.401 (old), 555 (new), under Ward No.6 (old), 7 (new), under P.S.- Noapara, District- North 24 Parganas and thereafter she constructed a single storied building partly pucca and partly tiles shed and has been paying taxes to the authority concerned regularly and also has been in peaceful physical possession over the same.

AND WHEREAS while in khas physical possession over the said property the said Smt. Labanya Prova Dutta transferred the said property by executing a Gift Deed, in favour of her daughter namely Jharna Dutta and the said Gift Deed was duly registered at A.D.S.R.O., Barrackpore on 17.12.2008 and was recorded in Book No.I, C.D.Volume No.39, pages from 4469 to 4486 for the year 11701 for the year 2008.

AND WHEREAS now the Vendor herein became absolutely seized and possessed of and/or otherwise entitled to a plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith a single storied partly pucca and partly R.T.Shed structure standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.3347(P), under

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Debakar Senkan

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L.O.P.No.172, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No. 555 (new), 401 (old), under Ward No.6 (old), 7 (new), under P.S.- Noapara, District- North 24 Parganas, by virtue of gift from her beloved mother Smt. Labanya Prova Dutta.

AND WHEREAS having acquired the aforesaid property through the aforesaid registered Deed of Gift, Vendor herein has been paying taxes to the authority concerned regularly and also has been in peaceful physical possession over the same.

AND WHEREAS the Vendor herein being in need of money for lawful purpose offers to sale the under mentioned schedule of property, morefully and particularly described in the schedule hereunder written, shown in the annexed site plan by **RED** bordered line for the price of Rs.10,00,000/- (Rupees ten lakh) only absolutely and forever, free from all sorts of encumbrances and having satisfied the title of the Vendor, the Purchaser herein has agreed to purchase the same at the above price.

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Sibakow Senka
Proprietor

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NOW THIS INDENTURE OF SALE WITNESSETHAS FOLLOWS

1) That in pursuance of the agreement and taking proper inspection thereupon the under mentioned schedule of property have been agreed by the Purchaser to be purchased at the full and final consideration Rs.10,00,000/- (Rupees ten lakh) only of true and lawful money of the Union of India in hand of the Vendor paid by the Purchaser at or 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 of and from the payment of the same and every part thereof do hereby acquit, release and forever discharge the purchaser and the said plot of land sold with pucca and tiles shed struture standing thereon and conveyed hereby and every part thereof) the Vendor do hereby grant, transfer, sell, convey, assigns unto the use of the purchaser, his heirs, executors, administrators, legal representatives **ALL THAT** piece and parcel of independent plot of Bastu land measuring more or less 4 (Four) Cottahas **TOGETHEWITH** a pucca and tiles shed structure standing thereon **TOGETHERWITH** all easements rights appertaining thereto, morefully and particularly described in the schedule hereunder written, shown in the annexed site plan by **RED** bordered boundary line **AND**

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Sibson Senkon
Proprietor

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ALL the estate, right, title and interest, claim, demand whatsoever of the said vendors into or upon the same and every part thereof TO HAVE AND TO HOLD the said plot of land togetherwith a pucca and partly kuttcha tiles shed structure standing thereon hereby sold, transferred, conveyed and granted unto and to the use of the purchaser, his heirs, executors, administrators, legal representatives and assigns absolutely and forever.

2. THE VENDOR HEREBY COVENANTS WITH THE
PURCHASER AS FOLLOWS:

(a) The said property shall be quietly and peacefully entered into and upon and held and enjoyed by the Purchaser without any lawfully eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor.

(b) The interest thereby transferred subsists and the Vendor has absolute power to sell the same.

(c) The property hereby sold is free from all encumbrances, attachments and charges.

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(d) The Vendor hereby covenants with the Purchaser that if at any time it transpires that the Vendor shall have no right, title and interest to the said property hereby sold, transferred, granted and conveyed, the Vendor will be liable and shall be bound to make good the loss that the purchaser, her heirs, executors, administrators, legal representatives and assigns may suffer as a result of any defect in Vendor's title.

(e) The Vendor further covenants that she and any person claiming through her shall keep the purchaser harmless and indemnified of and from or against all former and other estates, liens, encumbrances, attachments whatsoever made done or suffered by the Vendor or any person or persons claiming through her.

(f) That simultaneously with the execution of this indenture of sale, the Vendor will give peaceful and quiet possession of the said plot of land **TOGETHERWITH** a pucca and partly tiles shed structure standing thereon **TOGETHERWITH** all easements, rights appertaining thereto hereby sold, granted, transferred and conveyed to the purchaser.

(4) That the annexed site plan is part and parcel of this indenture of sale.

(5) That the Vendor hereby declares that the property which is hereby sold, transferred and conveyed to the Purchaser has not yet been acquired by any government or by any local body or improvement trust and no notice of acquisition or requisition has yet been served upon the said plot of land with structure.

(6) The Vendor further declares that the said plot of land is not affected by reason of Urban land (Ceiling and Regulations) Act, 1976 or by any notification from any Improvement Trust or Local self government or any other statutory body.

(7) That the purchasers shall have absolute right to sale, Gift, mortgage or any other type of transfer in respect of the under mentioned schedule of property hereby sold by the Vendor.

(8) The Vendor hereby further declares that she is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, conveyed, transferred and sold and that the vendor has now an indefeasible and absolute title to the said property and that the vendor has right and full power to grant,

transfer, convey the said property and to the use of the said purchaser AND the purchaser, her heirs, executors, administrators, representatives and assigns at all times hereafter peacefully and quietly possess the said property without any interruption, claim or demand whatsoever from or by the Vendor or any person or persons and all person or persons lawfully claiming through her shall and will from time to time and at all time hereafter at the request and cost of the purchaser, his heirs, executors, administrators, legal representatives and assigns do and execute or to be done or executed all such acts, deeds, and things whatsoever necessary for further better and more perfectly assuring the said property hereby granted, transferred, conveyed and sold unto and the use of the purchaser, his heirs, executors, administrators, legal representatives and assigns in manner as shall or may reasonably be required.

After the registration of the said property to the purchaser, the purchaser shall be entitled to get mutation in his name from the authority concerned and will pay the taxes as may be assessed by the authority directly to the authority concerned.

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Sibakar Senkar
Proprietor

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