

10803/11



পশ্চিমবঙ্গ পশ্চিম বিহার WEST BENGAL

A 017867

Chit No. 10803/11
Date 2nd Feb 2011
Place South 24 Parganas
C.R.R. Register No. 11
Court South 24 Parganas

C.R.R. Register No. 11
Court South 24 Parganas
- 2 FEB 2011

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THIS INDENTURE OF CONVEYANCE is made this the 02nd day of FEBRUARY
2011 (Two thousand and eleven) BETWEEN MR. HOSSAIN ALI HAZARI son of

5000/-

No..... Re..... Date..... 25/01/11

Name.....
Address.....

Venue : 21. Subhasnagar Rd.
Area : Colletary
District : Parganas

J. ALI
Advocate
High Court Cal

SUBHANKAR DAS
VENUE
Area : Colletary
District : Parganas



Ludip Banerji
Barrister

7, Red Cross Place
Kali-7 Varanasi

Subhasnagar Rd
Kali South 24 Parganas

2 FEB 2011

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R.-III SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 00872 / 2011

Signature of the Presentant

Name of the Presentant	Signature with date		
Mr. Hossain Ali Hazari	<i>Hossain Ali Hazari</i> 2/2/11		

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Hossain Ali Hazari Address:-P-296, Darga Road, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017	Self		 LTI	<i>Hossain Ali Hazari</i> 02/02/2011

Signature of Identifier with Date

Sudip Basu
02/02/2011

Name of Identifier of above Person(s)

Sudip Basu
7, Red Cross Plaza, Kolkata, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin
700001

Office of the Registrar - III
District - South 24-Parganas

- 2 FEB 2011

(Utpal Kumar Chakravarty)
 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
 Office of the D.S.R.-III SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 00803 of 2011
(Serial No. 00872 of 2011)

On

Payment of Fees:

On 02/02/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 25885/- on 02/02/2011

(Under Article : A(1) = 25839/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 02/02/2011)

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.-2349810/-

Certified that the required stamp duty of this document is Rs. - 14100/- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid, by the Bankers cheque number 925543, Bankers Cheque Date 31/01/2011, Bank Name State Bank of India, CHOWRINGHEE, received on 02/02/2011
2. Rs. 49000/- is paid, by the Bankers cheque number 925544, Bankers Cheque Date 31/01/2011, Bank Name State Bank of India, CHOWRINGHEE, received on 02/02/2011
3. Rs. 38030/- is paid, by the Bankers cheque number 925545, Bankers Cheque Date 31/01/2011, Bank Name State Bank of India, CHOWRINGHEE, received on 02/02/2011

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

Presented for registration at 13.29 hrs on 02/02/2011, at the Office of the D.S.R.-III SOUTH 24-PARGANAS by Mr. Hossain Ali Hazar, Executant.

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

Execution is admitted on 02/02/2011 by

DISTRICT SUB-REGISTRAR - III
SOUTH 24 PARGANAS

(Utpal Kumar Chakravarty)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Endorsement No. Page 1 of 2



Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District-South 24-Parganas

Endorsement For Deed Number : 1 - 00803 of 2011
(Serial No. 00872 of 2011)

1 Mr. Hoseain Ali Hazari, son of Shamsur Ali Hazari , P-296, Dargu Road, Kolkata, Thana-Benlapukur, District-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Muslim, By Profession : Business

Identified By Sudip Basu, son of ., 7, Red Cross Place, Kolkata, Thana-Hare Street, District-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Advocate.

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

Utpal Kumar Chakravarty
District Sub-Registrar
Alipore South 24 Parganas

2 FEB 2011

(Utpal Kumar Chakravarty)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Shamsur Ali Hazari, by faith Islam, by occupation Business, residing at P-296, Darga Road, Kolkata 700017, Police Station- Beniapukur, hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART:-

A N D

MIR JAVED AHMED KHAN son Late Karim Bukah Khan, by faith Islam, by occupation Business, Indian National, residing at 2, Golam Jilani Khan Road, Police Station-Tiljala, Kolkata-700039, hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS by and under a deed of exchange dated 28.04.1950, executed by and between Aemat Hibi and Smt. Swarnalata Dey and the said deed was duly registered at the office of the Sub-Registrar at Sealdah and recorded in Book No. I, volume No. 5, Page-295 to 300, being No. 627 for the year 1950 and by virtue of the aforesaid exchange said Smt. Swarnalata Dey became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area 12 Cottahs 12 Chittaks 03 Square feet more or less together with building standing thereon lying or situate at and being Municipal Premises No. P-296, Darga Road (formerly known as premises No. 16, Darga Road), being plot No. 296 of the Surplus land of Improvement Scheme VIII, Police Station-Beniapukur, District 24-Parganas and while being seized and possessed of the same the said Smt. Swarnalata Dey got inscribed her name in the Assessment register of the then Calcutta Municipal Corporation now the Kolkata Municipal Corporation and after mutation the said property is commonly known and renumbered as Municipal Premises No. P-296, Darga Road.

Deed No. 8191

(derive from original premises No.16, Darga Road), vide Assesse No. 110640900192 and obtained sanctioned building plan, vide no. B/B-S.83 dated 29.09.1984 and in accordance with the sanction building plan constructed four storied building thereon.

AND WHEREAS therefore on 24.01.1991, said Smt. Swarnalata Dey died intestate leaving behind surviving her legal heirs and successors namely Kumar Sankar Dey, Kiran Sankar Dey, Udday Sankar Dey, Kanai Dey, Balai Dey, Shyamal Dey, Lila Rani Singha Roy, Gouri Biswas, Uma Dey Hussain and Gita Dey Dhara to inherit the aforesaid property left by the said Smt. Swarnalata Dey and accordingly they became the joint owners each having 1/10th Share or interest thereof.

AND WHEREAS while had been possessing and enjoying the said property, said Kumar Sankar Dey, Kiran Sankar Dey, Udday Sankar Dey, Kanai Dey, Balai Dey, Shyamal Dey, Lila Rani Singha Roy, Gouri Biswas, Uma Dey Hussain and Gita Dey Dhara, by and under a registered deed of conveyance dated the 8th July, 1991 registered at the office of the Additional District Sub Registrar at Sealdah and recorded in Book No.1, Volume No.18, Pages 62 to 73, being No. 859 for the year 1991, sold, transferred and conveyed ALL THAT one self contained flat measuring a super built up area 972 Square feet more or less on the ground floor of the said four storied building lying or situate at Municipal Premises No.P-296, Darga Road (formerly premises No.16, Darga Road), being plot No.296 of the Surplus land of Improvement Scheme VIII, Police Station-Beniapukur, Kolkata-700017 within the limits of the Kolkata Municipal Corporation Ward No. 64 more fully mentioned in the schedule to the said deed, unto and in favour of Hossain Ali Hazari, the vendor herein, for a valuable consideration as mentioned therein.

AND WHEREAS by virtue of the aforesaid purchase the said, Hossain Ali Hazari, became the sole and absolute owner of the said flat and since the date of purchase he has been possessing and enjoying the same.

AND WHEREAS for urgent need of money and for other lawful reasons, the vendor herein offered to sell, transfer and convey ALL THAT self contained flat measuring a super built up area 972 Square feet more or less on the ground floor of the said four storied building together with undivided proportionate share of land underneath the building lying or situate at and being Municipal Premises No. P-296, Darga Road (formerly premises No.16, Darga Road), being plot No.296 of the Surplus land of Improvement Scheme VIII, Police Station-Beniapukur, Kolkata-700017 within the limits of the Kolkata Municipal Corporation Ward No.64, more fully mentioned in the Schedule hereunder written at or for the total price and/or consideration of Rs. 15,00,000.00 (Rupees Fifteen lakhs) only and the Purchaser herein has agreed to purchase the said flat at or for the above mentioned consideration free from all attachments and encumbrances whatsoever, as the purchaser is the sole and absolute owner of the land with building, save and except the flat under reference.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 15,00,000.00 (Rupees fifteen lakhs) only paid by the Purchaser to the Vendor towards payment for sale of ALL THAT self contained flat measuring a super built up area 972 Square feet more or less on the ground floor of the said four storied building together with undivided proportionate share of land underneath the building lying or situate at and being Municipal Premises No. P-296, Darga Road (formerly premises No.16, Darga Road), being plot No.296 of the Surplus land of Improvement Scheme VIII, Police Station-Beniapukur, Kolkata-700017 within the limits of the Kolkata Municipal Corporation Ward No.64, more fully mentioned in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said share and the unit now is or at any time heretofore was situated burred-bounded called known numbered and interest of the vendor in respect of the said unit and proportionate share of common parts AND all deed patahs and muniments of title whatsoever exclusively relating to or concerning the said flat TOGETHER WITH proportionate right and/or share in all

passage sewers drains, pipes, benefits, advantages, privileges appendages and appurtenances thereto AND ALSO easement and/or quasi/easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said flat and undivided proportionate share of land in the said building and the premises TO HAVE AND TO HOLD the property and each and every part thereof unto and to the use of the purchaser absolutely and forever.

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:-

- A). That notwithstanding any act deed matter or thing whatsoever done by the vendor or any of the vendor's predecessor-in-interest/title may have done, committed, executed or knowingly suffered to the contrary the vendor now has good right full power absolute authority indefeasibly title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the property and all rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the purchaser in the manner aforesaid according to the true intent and meanings of these presents.
- B). That the vendor has not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.
- C). That the said property is free from all claims demands charges mortgages liens attachments, acquisition, requisition trust made or suffered by the vendor or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the vendor.

- D). That free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the vendor and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former and other rights, title interest lien, charges and encumbrances attachments whatsoever made or done occasioned and/or suffered by the vendor or any person or persons rightfully claiming through or under or in trust for the vendor.
- E). That it shall be lawful for the purchaser from time to time and at all times hereafter to enter into hold possess, use, own and enjoy the said property and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction, interruption disturbance claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the vendor.
- F). That the vendor and all persons having or lawfully rightfully or equitably claiming any estate or interest in the property or any part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute and cause to be done and executed all such acts deeds matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the purchaser.
- G). That unless prevented by fire or some other irresistible accident, the vendor shall from time to time and at all times hereafter upon every reasonable^{ly}, request and at the cost of the purchaser produce or cause to be produced to the purchaser and/or any agent of the purchaser at any hearing suit, commission, examination or otherwise as occasion shall require the original documents and writings in respect of the said property.

II). That the vendor doth hereby accorded his consent to the purchaser for mutation separation and/or apportionment of the said flat in the municipal records and all Government and/or State Government and/or other statutory body and/or authority and on this day the Vendor also delivers the peaceful khas possession of the said flat unto and in favour of purchaser herein.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

(Description of the flat hereby sold/conveyed)

Redacted
All THAT one self contained flat on the ground floor having a super built up area 972 Square feet more or less TOGETHER WITH undivided proportionate share of the land measuring an area 12 Cottahs 12 Chittaks 03 Square foot more or less, underneath the four storied building lying or situate at and being Municipal Premises No.P-296, Dargah Road (formerly premises No.16, Dargah Road), being plot No. 296 of the Sorphis land of Improvement Scheme VIII, Police Station-Beniapukur, Kolkata-700017, within the limits of the Kolkata Municipal Corporation Ward No.64 TOGETHER WITH all fittings, fixtures, installations and proportionate undivided proportionate share or interest into and over the land and building and all sorts of easement rights and/or quasi-easement rights over the common areas and/or spaces meant for common use and other benefits, facilities, advantages and appurtenances attached to the said flat as well as the said building and/or premises and the said flat is butted and bounded in the manner as follows:

On the North :- 4' wide common Passage.

On the South :- Portion under occupation of purchaser, passage and courtyard.

On the East :- Portion under occupation of purchaser.

On the West :- Portion under occupation of purchaser and common passage.

IN WITNESS WHEREOF the vendor hereunto have set and subscribed his hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
BY THE VENDOR AT KOLKATA
IN THE PRESENCE OF:-

Sudip Bora
Home sale
2nd floor cross place
Tel - 700087.

Kamal Ahmed.

6. Ac - Rd Kaj 17-

Turron Ahmed
2. Golam Jilani Khan Ram
Tel - 300039

Hosain Ali Hazari

SIGNATURE OF THE VENDOR

R E C E I V E D from the within named purchaser the within mentioned sum of Rs. 15,00,000.00 (Rupees fifteen lakhs) only being the full and final consideration amount as per memo below :-

<u>M</u>	<u>E</u>	<u>M</u>	<u>O</u>
Paid in cash by R. B. I. Notes.....			
Rs. 15,00,000.00			
<u>Total.... Rs. 15,00,000.00</u>			

(RUPEES FIFTEEN LAKHS) Only

WITNESSES:

Sudip Bose
Advocate

Kausar Ahmed

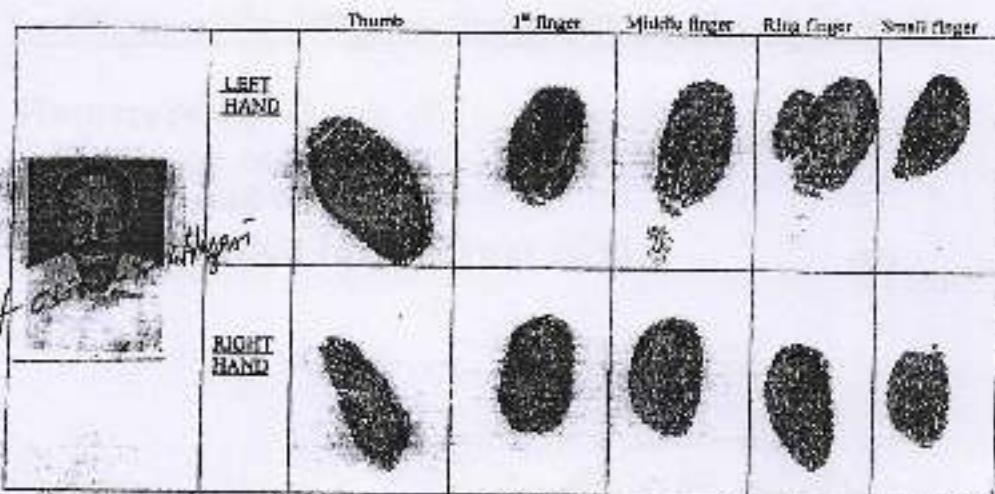
Fazlur Ahmed

(V. Hossain Ali Bhagani)

SIGNATURE OF THE VENDOR

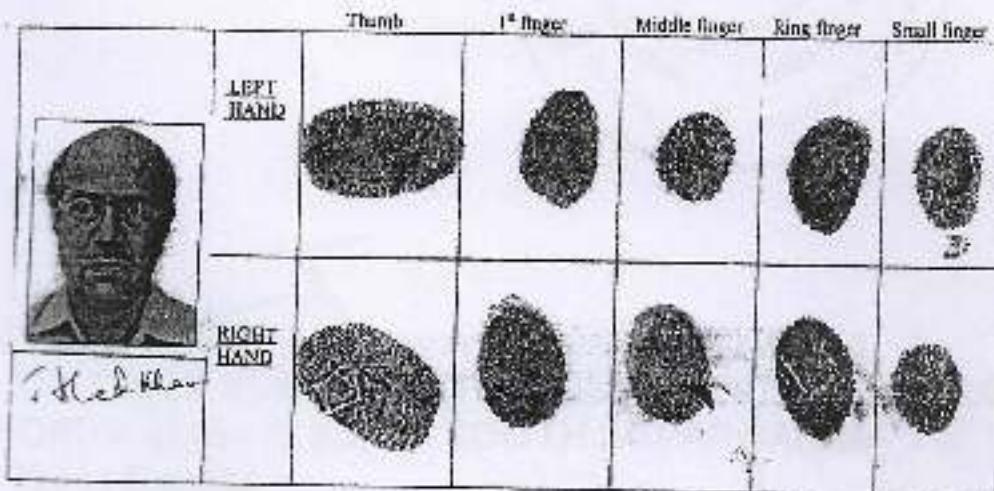
Drafted & prepared
by me at my office.

J. Ali
(JIARAT ALI),
Advocate,
CALCUTTA HIGH COURT
Office :-
LARICA BUSINESS CENTRE,
7, Red Cross Place, Room No.1,
Ground floor, Kolkata 700001.



Name _____

Signature Waseem Ali Hazari



Name _____

Signature T. Ali d. Khan

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 4517 to 4531
being No 00803 for the year 2011.



(Utpal Kumar Chatterjee) 02-February-2011
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24 PARGANAS
West Bengal

Certified to be a true copy

District Sub-Registrar-III
Alipore, South 24-Parganas

10-7-15