भारतीय गैर न्यायिक INDIA NON JUDICIAL

पांच हजार रुपये

अन्तियक पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 14 th day

of December , 2007 (Two Thousand Seven) BETWEEN (1) AJOY

KUMAR SAHA, son of Sri Brojo Gopal Saha, by faith: Hindu, by

Jinash Chanola da Ma Vander Wetter Police Court ---- 00 ma. 1000 Cares 200 336lin - St Zarganes (20) Bent as the distribution Eschauffuraents a floy Kum IL 2) Sharmla Soula, CAB moght felin. 38 Divert dhade Agention af 11/2 monotor fuer " Hang Kenne She \_ Odkon MATERIAL IN THE PROPERTY IN Ramy X S MESISTRAR U/8 7 (2) of EDUTRATION AUT 1908 SA-Pagganal with Sarmila Saha-Duesh Chandra Agrind TRIET SSB-RESISTRAS MESISTRAR U/S 7 (2) 6 Raneful Bettle, TENTRATION AUT 1900 The Part of the Party Aliparent to Carl

occupation: Business, bearing PAN No. AMRPS 333B and (2) <u>SMT. SHARMILA SAHA</u>, wife of Sri Ajay Kumar Saha, by faith: Hindu, by occupation: Housewife, bearing PAN No. AKJPS 3466M both at present residing at 67B, Meghnad Saha Sarani, Police Station: Tollygunge, Kolkata: 700026, hereinafter jointly called "<u>the VENDORS</u>" (which expression shall unless excluded by or repugnant to the context hereof be deemed to include each of their heirs, executors, administrator, legal representative, successor and/or assigns) of the <u>FIRST PART</u>;

#### AND

SRI DINESH CHANDRA AGARWAL, son of Ram Niwas Agarwal, by religion: Hindu, by occupation: Business, PAN No. AKRPA0604K, residing at 11/2, Monohor Pukur 2<sup>nd</sup> Lane, Kolkata: 700029, Police Station: Tollygunge, District: 24-Parganas (South) hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context hereof be deemed to include his heirs, executors, administrators, legal representative, successor and/or assigns) of the SECOND PART;

## WHEREAS:

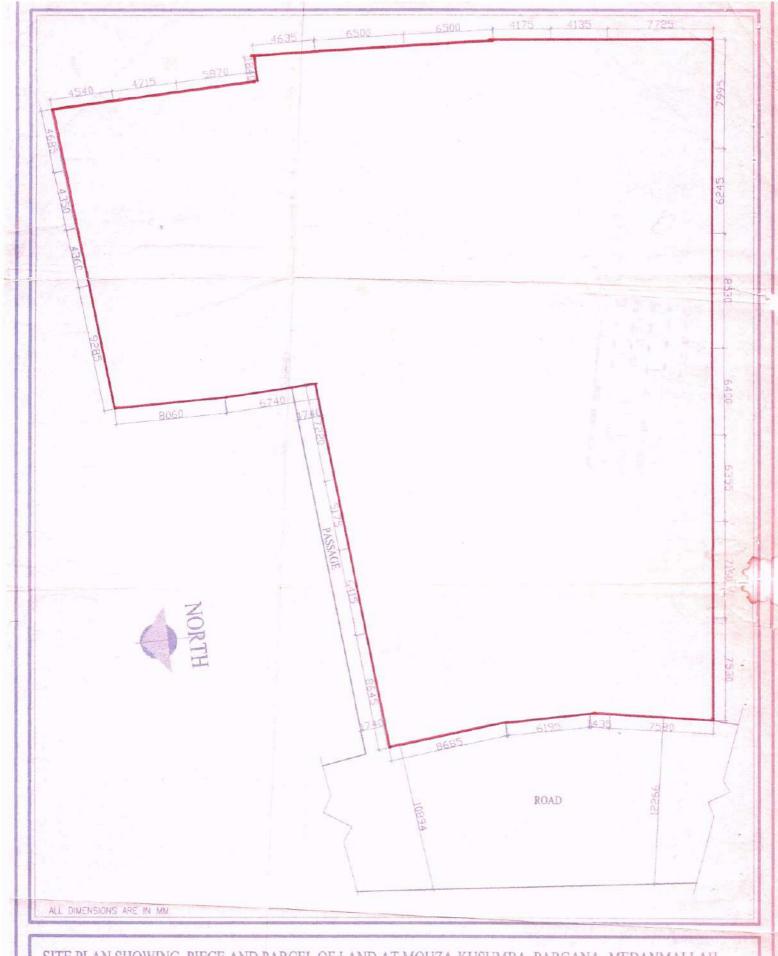
A. The Vendors are now seized and possessed of or otherwise well and sufficiently entitled to the property being Holding

No. 708, Kusumba, under Rajpur-Sonarpur Municipality, under Ward No. 6, Police Station: Sonarpur together with structures standing thereon or on part thereof, morefully and particularly described in the **SCHEDULE** hereunder and hereinafter called "the **PROPERTY**", free from all encumbrances, charges, liens, lispendens, acquisition or requisition whatsoever nature.

- B. The Vendors have agreed to sell and the Purchaser has agreed to purchase and acquire the said property in its entirety i.e., 708, Kusumba, under Rajpur-Sonarpur Municipality, under Ward No. 6, Police Station: Sonarpur, which is morefully and particularly described in the <u>SCHEDULE</u> hereto at or for the total consideration of Rs.78,000,00/- (Rupees Seventy Eight lakhs) only.
- C. In pursuance of the aforesaid the Vendors are now completing the sale of the entirety of the said property, morefully described in the <u>SCHEDULE</u> hereto at or for the total consideration of Rs.78,00,000/- (Rupees Seventy Eight lakhs) only by these presents, free from all encumbrances of any and every nature in favour of the Purchaser herein by the Vendors.

NOW THIS INDENTURE WITNESSETH that in pursuance of the same and in consideration of a sum of Rs.78,00,000/- (Rupees

Seventy Eight lakhs) only paid by the Purchaser to Vendors at or before execution of these presents which the Vendors do hereby admit and acknowledge to have received as per the Memo given below the Vendors do hereby grant, sell, convey, transfer, assign and assure whatsoever and forever release, discharge and assign and assure unto and in favour of the Purchaser, his heirs, executors, administrators, legal representatives and assigns ALL THAT the said property, (morefully described in the Schedule hereunder written) hereinafter referred to as the "SAID PROPERTY" AND TOGETHER WITH all other easement and/or amenities and/or facilities attached thereto free from all encumbrances, charges, attachments, whatsoever in respect of the property, AND TOGETHER WITH the perpetual and irrevocable rights to use the common paths and passages situated at the said property HOWSOEVER OTHERWISE at any point of time hereto before was situated butted and bounded, reputed, called, known numbered, described or distinguished together with all and singular those yards, ways compound, paths, passages, water, water courses, sewerage, drain, trees, plants, advantages and ancient and other rights, liberties, easements, profits, privileges, advantages, appendages and appurtenances, whatsoever in respect of the said property belonging to or any way appertaining whatsoever to the said Property being Holding No. 708, Kusumba, under Rajpur-Sonarpur Municipality,



SITE PLAN SHOWING PIECE AND PARCEL OF LAND AT MOUZA-KUSUMBA, PARGANA- MEDANMALLAH, SUB-REGISTRY OFFICE- SONARPUR, POLICE STATION-SONARPUR, J.L. NO.-50, TOUZI NOS-1520 and 258-283 DAG NOS.-1656,1648 & 1659, UNDER KHATIAN NOS-1119 R.S. NO.-138, DISTRICT- 24-PARGANAS (SOUTH) BEARING HOLDING NO.-708, KUSUMBA, UNDER RAJPUR-SONARPUR MUNICIPALITY, IN WARD NO.-6 AS HEREBY CONVEYED TO SHRI DINESH CHANDRA AGARWAL.

AREA OF LAND AS MARKED IN RED \_\_\_\_\_ =27.3 KATTAH.(TWENTY SEVEN POINT THREE KATTAH)

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under Ward No. 6, Police Station: Sonarpur, belonging to or any way appertaining thereto or with the same or any part thereof now or at any time thereof usually, held, used, occupied or enjoyed or reputed therewith or known as part and parcel thereof or be appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be AND all the estate, right, title, interest, inheritance, use, trust, property claim and demand whatsoever both at law and in equity of the Vendors into, upon or in respect of the property or any part thereof AND all deeds, documents, writings, pattas, muniments and/or evidences of title relating to the said property or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity AND TO HAVE AND TO HOLD the property in its entirety and all the singular the lands, hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all

encumbrances, trusts, liens, lispendens, charges, attachments, claims, requisitions, acquisitions and alignments whatsoever.

# II. <u>THE VENDORS DO HEREBY COVENANT WITH</u> <u>THE PURCHASER</u> as follows:-

- i) <u>THAT</u> notwithstanding any act, deed, matter or things whatsoever done by the Vendors, the Vendors are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said property and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid
- thing done as aforesaid, the Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property and all other benefits and rights 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 meaning of these presents.
- iii) <u>AND THAT</u> said property and all other rights and benefits hereby granted, sold, conveyed, transferred,

assigned and assured or expressed or intended so to be and each of them are now is free from all encumbrances, demands, claims, liens, charges, uses, attachments, lease, debutters or trusts made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the property from under or in trust for the Vendors

- iv)

  AND THAT the Purchaser shall and may from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the property and every part thereof and to receive the rents, issues and profits thereof and all other benefits, rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the use of Purchaser without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.
- vi) <u>AND THAT</u> the Purchaser shall be and remain free and clear and freely and clearly and absolutely acquitted,

exonerated, released and forever discharged from or by the Vendors and every person or persons having or lawfully, rightfully or equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of and from and against all manner of former and other estate, charges, liens, debts, attachments, mortgages, leases, rights, restrictions, covenants, lispendence, uses, debutters, trusts, acquisitions, requisitions, alignments, claims, demands, liabilities and encumbrances whatsoever suffered or created by the Vendors.

- vii)

  AND THAT the Vendors shall and will make such affidavits and sign all papers, declarations, undertakings, indemnities and documents as may be necessary for the purpose of effecting mutation of Purchaser's name in the records of the Rajpur-Sonarpur Municipality.
- viii) <u>AND THAT</u> the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said property and other benefits and rights hereby granted,

sold, conveyed, transferred, assigned and assured and expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.

- done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said property and other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.
- AND THAT the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved harmless and kept indemnified against all encumbrances, liens, attachments, lispendens, uses, debutters, trusts, claims and demands of any and every nature whatsoever by or against the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the property or any part thereof.
- xi) <u>AND ALSO THAT</u> the Vendors and all persons having as lawfully, rightfully claiming any estate or interest in

the Property 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 costs of the Purchaser, do, execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the property and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required.

- xii)

  AND ALSO THAT the Vendors have at or before the execution of this conveyance, handed over all original Title Deeds relating to the Property, Municipal Tax receipts and other necessary documents to the Purchaser.
- xiii) <u>AND ALSO THAT</u> the Vendors shall pay and bear all Municipal taxes and other outgoings lying outstanding till this day.
- xiv)

  AND ALSO THAT at or before the execution of this presents, the Vendors have handed over peaceful vacant khas possession of the said property in its entirety to the Purchaser.

- whatsoever dealt with and/or encumbered the right, title and/or interest in the property and the appurtenances thereof.
- AND ALSO FURTHER THAT the Vendors indemnify and agree to keep the Purchaser herein saved, harmless and indemnified in respect of any loss, damage or proceeding suffered by the Purchaser on account of any of the representations and/or assurances found to be in correct.

# III. <u>THE VENDORS DO HEREBY DECLARE AND</u> ASSURE THE PURCHASER as follows:-

by any attachment including attachment under any certificate case or any proceedings started as the instance of the Income Tax Authorities or the Estate Duty Authority or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Vendors for

realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery

Act or any other Acts for the time being in force.

- Property or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata

  Improvement Trust or the Rajpur-Sonarpur Municipality or the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
- declaration is made or published for acquisition or requisition of the property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the Property or any portion thereof is not affected by any notice of acquisition or requisition under any Act or case whatsoever;
- d) <u>AND FURTHER THAT</u> there is no impediment under the provisions of the Urban Land (Ceiling & Regulation)

  Act, 1976 for the Vendors to grant sell, convey, transfer,

assign and assure the property in favour of the Purchaser in the manner aforesaid;

e) <u>AND THAT</u> the Vendors do hereby confirm and assure that they do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976;

## THE SCHEDULE ABOVE REFERRED TO:

(The Property)

ALL THAT the piece and parcel of land measuring an area of 27.3 (Twenty Seven point three) Cottahs more or less together with structures, sheds standing thereon or on part thereof admeasuring an area of 1700 (one thousand seven hundred) Square Feet more or less along with all easement rights attached thereto situate, lying at and being Holding No. 708, Kusumba, under Rajpur-Sonarpur Municipality, under Ward No. 6, Police Station: Sonarpur, Sub-Registry Office: Sonarpur, comprised in Mouza: Kusumba, J.L. No. 50, Pargana: Medanmallah, R.S. No. 138, Khatian No. 1119, under Dag Nos. 1656 & 1659, Khatian No. 940, under Dag No. 1648, Touzi Nos. 1520 and 258-283, District: 24-Parganas (South) along with all easement rights attached thereto and the said property is delineated in the Map or plan annexed hereto marked with "RED" forming an integral part of these presents.

PM

IN WITNESS WHEREOF the Vendors and the Purchaser hereto have hereunto executed these presents on the day, month and year first above written.

## EXECUTED AND DELIVERED by

the PARTIES at Kolkata in the presence of:

#### WITNESSES:

Signature of the VENDORS

Garmila Saha

2. hodis Paul Che

Drafted by:

Advocate,

Alipore Judges' Court,

Kolkata: 700027.

Computer Prints by:

Alipore Judges' Court, Kolkata: 700027.

PHOTO

| left hand | right hand |
| Name | Signature |

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Name fing Kurns Lele

Signature .....

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Name Sarmila Saha.

Signature .....

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left hand					
right hand					

Name...

## RECEIPT AND MEMO OF CONSIDERATION

**RECEIVED** of and from the withinnamed Purchaser the within mentioned sum of Rs.78,00,000/- (Rupees Seventy Eight lakhs) only towards the consideration in full in for sale of "the said **PROPERTY**" as per memo below.

Date
14-12-2007.

Barker's Cleque No
024700 on H.S.B.C.Bark

Barker's Cleque No
0246990n H.S.B.C.Bark

Total:

Rs. 78,00,000/-

(Rupees Seventy Eight Lakhs) only.

#### WITNESSES:

1. Raneful Bekel.

Signature of the VENDORS

Sjøg Kums Sche V Barmila Sahar

2. Poslip bul Automy