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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 247168



Soumendra Nath Ghosh

Case no - 00216/13



Shalendra Kumar

Notarized that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-III, Kolkata

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Additional Registrar of Assurance - III
Kolkata

DEED OF CONVEYANCE

2 FEB 2013

THIS DEED OF SALE made on this 30th day of January 2013

BETWEEN

SRI SOUMENDRA NATH GHOSH, son of Late Satyendra Nath Ghosh aged about 44 years, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at

TW - 250
TW - 100
350

53, Chowringhee Road, 1st Floor, Flat no. 3, Kolkata - 700 071 hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives and assigns) of the **ONE PART**.

AND

M/S ALINGAN ENCLAVE PRIVATE LIMITED, having its registered office at 55/1A, Strand Road, Vinayaka Complex, 4th floor, Kolkata - 700 006, represented by its Director, **SRI SHAILENDRA KUMAR JHA**, son of Sri Jagadanand Jha, aged about 40 years, by Faith-Hindu, by Occupation - Business, by Nationality - Indian, residing at 26, Ganesh Chandra Avenue, Kolkata - 700 013, having been duly authorised in pursuance of the resolution adopted on 28th January 2013 by the Board of Directors of the Company, hereinafter referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to include its Directors, successor and/or successors-in-interest, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by virtue of a Deed of Lease dated 29th November 1963 executed between Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and one Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 75, Pages No. 261 to 269, being no. 5856 for

Satyendra Nath Ghosh.

Shaileendra Kumar Jha.

the year 1963, at the Office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 7.63 (Rupees Seven and sixty three paise only), comprised in J.L. No. 172, C.S. Interest No. 7 (seven) out of C.S. Plot No. 171 measuring an area of 0.1680 Acre or 10 Cottahs 2 and 2/3rd Chittaks or 7320 Square feet at Mouza – Sekpura, P.S. & District-Midnapore fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 29th April 1964 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and the said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180, being no. 2422 for the year 1964 at the office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 6.72 (Rupees Six and Seventy two paise only), comprised in respect of all that J.L. No. 172, C.S. Interest No. 7 (seven) (old) and Nos. 5/1, 5/3, 5/5, 5/6, 6/2, 6/3, 6/5 and 6/6 (new) out of C.S. Plot No. 171 measuring an area of 0.1251 Acre or 8 Cottahs 15 and 1/3rd Chittaks or 6450 Square feet at Mouza-Sekpura,

Sourindra Nath Ghosh.

Shantilal Kumar Jais.

Police Station & District – Midnapore, fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 26th June 1974 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180 being no.5508 for the year 1974 at the Office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 14/- (Rupees Fourteen) only, comprised in respect of all that J.L. No. 172, C.S. Interest No. 7 and Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 (R.S. Interest) out of C.S. Plot No. 171 measuring an area of 0.3085 Acre or 18 Cottahs 10 Chittaks 30 Square feet or 13440 square feet at Mouza - Sekpura, Police Station & District – Midnapore, fully described in the Schedule thereunder written.

AND WHEREAS by virtue of the said three lease deeds executed in different years, the said Satyendra Nath Ghosh absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land being J.L. No. 172, C.S. Interest No. 7 (Old), admeasuring an area of 37 Cotthas 12 Chittaks 30 Square

Satyendra Nath Ghosh.

Shankar Kumar Jais.

feet or 27,210 Square feet comprised in all that Dag No.171, Khatian Nos. 5/1, 5/3, 5/4, 5/5, 5/6, 6/2, 6/3, 6/4, 6/5, 6/6 and 6/8 at Mouza-Sekpura, Police Station & District - Midnapore.

AND WHEREAS the said Sri Satyendra Nath Ghosh during his lifetime constructed various structures at the said premises measuring altogether an area of 9885.047 square feet.

AND WHEREAS by a Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh, therein described as the Vendor of the One Part and Smt. Jayanti Mondal described as Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Sadar, Paschim Medinipur in Book No. I, Volume No. 73, Pages 127 to 133 Being No. 4259 for the year 1993, the said Satyendra Nath Ghosh sold, conveyed and transferred to said Smt. Jayanti Mondal all his right, title and interest in respect of an area measuring about 0.0208 Acres or 1.28 cottahs from all that J. L. No. 172, Interest No. 7, Dag No.171, Khatian Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 at Mouza-Sekpura, Police Station & District - Midnapore, fully described in the Schedule thereunder written, inter alia, for consideration and on terms morefully contained therein.

AND WHEREAS by another Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh

Sourindra Nath Ghosh.

Shantilata Kumar Jy,

therein described as the Vendor of the One Part and Smt. Jayanti Mondal, described as the Purchaser of the Other Part and registered in Book No. I, Volume No. 73 Pages 134 to 140 Being No. 4260 for the year 1993, at the office of the Additional District Sub-Registrar, Sadar, Paschim Medinipur, the said Satyendra Nath Ghosh sold, conveyed and transferred to said Smt. Jayanti Mondal all his right, title and interest in respect of an area measuring about 0.0330 Acres or 2 Cottahs from all that J.L. No. 172, Dag No. 171, Khatian Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 at Mouza-Sekpura, Paschim Medinipur fully described in the Schedule thereunder written, inter alia, for consideration and on terms morefully contained therein.

AND WHEREAS in the premises after sale of 3.28 cottah of land by way of two Sale Deeds to Smt. Jayanti Mondal out of total land measuring about 37 cottahs 12 Chittacks 30 square feet or 27210 square feet, the said Satyendra Nath Ghosh was in possession of 34.733 cottahs or 24853.752 square feet of land at J.L. No. 172, Dag No. 171, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5 along with structures lying thereat measuring about 9885.047 square feet at Mouza-Sekpura, Post Office & Police Station - Kotwali, Paschim Medinipur, West Bengal, (hereinafter referred to as "**said Property**") morefully and particularly mentioned and described in the **Schedule "A"** written hereunder.

Satyendra Nath Ghosh

Shaulendra Kumar Jha

AND WHEREAS the said Sri Satyendra Nath Ghosh died intestate on 16th July 1994, leaving behind his wife Smt. Chhabi Ghosh, son Sri Soumendra Nath Ghosh and daughter Smt. Sampa Bose nee Ghosh as his only legal heirs and successors-in-interest and as such the said property devolved jointly upon the said Smt. Chhabi Ghosh, Sri Soumendra Nath Ghosh and Smt. Sampa Bose nee Ghosh.

AND WHEREAS the said property was partitioned into Lot "A", Lot "B" and Lot "C" respectively in metes and bounds by virtue of an AWARD which was delivered on 4th August 2012 at Kolkata by The Learned Arbitrator.

AND WHEREAS by way of such partition, each party has released and relinquished his or her respective right, title and interest in the said property save and except what has been allotted in their respective shares and thereby absolutely seized and possessed and became the owner of the demarcated portions.

AND WHEREAS upon partition of the said property into metes and bounds, the VENDOR has absolutely seized and possessed of and has acquired clear, free and absolute right, title and interest of the **Lot "C"**

AND WHEREAS the VENDOR, being the absolute owner of his demarcated portion of a piece and parcel of a plot of land measuring an area of 6106.71 square feet (8.482

Soumendra Nath Ghosh.

Satyendra Kumar Das.

Cottahs) be the same a little more or less and some dilapidated structures measuring about 2808.58 square feet thereat for residential purpose lying and situate at Station Road, P.S. Kotwali, Holding No: 1010/34, under Ward No. 23 of Medinipur Municipality comprised in R.S. Plot No. 171 (P), Hal Plot No. 914, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5, Mouza - Sekhpura, J.L. No. 172, District- Paschim Medinipur, (hereinafter referred to as the "**C PROPERTY**") and morefully described in the **Schedule "B"** hereunder given, has desired to sell, convey and transfer his property.

AND WHEREAS the Purchaser being desirous of purchasing a property thereat has approached the Owner through its representative and the Owner has agreed to sell the same upon receipt of good consideration therefor.

AND WHEREAS the Purchaser being satisfied with the title of the said C property has agreed to purchase the same upon marketable consideration therefor.

AND WHEREAS the VENDOR upon having good right, title and interest over the said property has decided to sell and convey the C property absolutely and forever free from any encumbrances, claims and demands whatsoever to the PURCHASER at a total consideration of Rs. 45,00,000/- (Rupees Forty Five Lacs) only.

Saurashtra Salt Chemicals

Shantilal Kumar Jy.

NOW THIS INDENTURE WITNESSETH THAT:

1. Pursuant to the said Award dated 4th August 2012, the **VENDOR** upon having accrued good right, title and interest over the said C property free from all encumbrances, claims and demands whatsoever doth hereby convey and transfer by way of sale unto the **PURCHASER ALL THAT** piece and parcel of a plot of land measuring an area of 6106.71 square feet (8.482 Cottahs) be the same a little more or less and some dilapidated structures measuring about 2808.58 square feet thereat for residential purpose lying and situate at Station Road, P.S. Kotwali, Holding No: 1010/34, under Ward No. 23 of Medinipur Municipality comprised in R.S. Plot No. 171 (P), Hal Plot No. 914, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5, Mouza - Sekhpura, J.L. No. 172, District- Paschim Medinipur, morefully described in the **Schedule "B"** hereunder written and delineated in the plan thereof hereto annexed by yellow coloured boundary line **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land along with the structures thereon or any part thereof belonging or any ways appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the

Sanjib Nath Ghosh

Shailendra Kumar Das

VENDOR to the said piece of land along with the dilapidated structures thereon hereby conveyed and every part thereof **TO HOLD** the same unto and to the use and benefit of the **PURCHASER** absolutely and for ever subject to the payments of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipality or any other public body or local authority in respect thereof at a total consideration of Rs.45,00,000/- (Rupees Forty Five Lac) only as agreed upon by and between the parties and receipt whereof the VENDOR doth hereby admit.

2. AND the VENDOR doth hereby covenant with the PURCHASER that:-

- (i) The Vendor now has in himself good right, title and full power to convey and transfer by way of sale the said piece of land along with dilapidated structures unto and to the use of the Purchaser in the manner aforesaid;
- (ii) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said land along with the dilapidated

Soemba Singh

Shankar Kumar Singh

structures hereby conveyed with the appurtenances and receive the rents, issues and profits thereof and every part thereof for its own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Vendor or his heirs or any of them or by any person or persons claiming or to claim from under or in trust for him or any of them;

(iii) The Purchaser shall hold the said land and premises free and clear and absolutely exonerated and for ever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for him, liens, lispendens, trusts and attachments whatsoever;

(iv) The Vendor and all persons having or claiming any estate, right, title or interest in the said land and premises hereby conveyed or any part thereof by, from, under or in trust for the Vendor or his heirs, executors,

Sanendra Nath Ghel

Shaulendra Kumar Singh

administrators or any of them shall and will, from time to time and at all times hereafter at the request and costs of the Purchaser do and execute deeds, things, whatsoever for better and more perfectly and absolutely granting the said land and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser, its Directors, successors-in-interest, administrators, assigns shall be reasonably required,

(v) The **PURCHASER** shall be entitled to obtain licences and permissions from the respective competent authorities as may be required and the **VENDOR** shall co-operate with the **PURCHASER** for the same,

(vi) The **PURCHASER** shall have all right to mutate its name as owner and possessor in respect of the said Schedule "B" property in the municipal records and in the records of any other authorities and the **VENDOR** without any delay shall give his consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the **PURCHASER**,

Shaulinder Kumar Jha

Shaulinder Kumar Jha

- (vii) The **PURCHASER** shall be liable to pay tax directly to the municipality or to any other authorities in respect of the said Schedule "B" property hereby sold and transferred to the **PURCHASER**;
- (viii) The **PURCHASER** shall have full and absolute right in respect of the Schedule "B" property.
- (ix) By this indenture the peaceful vacant possession of the said Schedule "B" property is handed over to the **PURCHASER** upon receiving the entire consideration, as agreed upon, morefully described in the Memo of Consideration.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of the land measuring about 34.733 cottahs or 24853.752 square feet of land at J.L. No. 172, R.S. Dag No. 171, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5 and dilapidated structures lying thereat measuring about 9885.047 square feet at Mouza-Sekapura, Police Station - Kotwali, Paschim Medinipur, West Bengal, which is butted and bounded as follows:-

ON THE NORTH BY : Municipal Road.

ON THE SOUTH BY : Municipal Road.

Boundaries as per Shri. Suresh Chandra Kumar Jha.

ON THE EAST BY : Building of Singha Bahini Oil Mill
and Sukumar Dutta.

ON THE WEST BY : Building of Swapan Sarkar and
Ganesh Agarwal.

THE SCHEDULE "B" ABOVE REFERRED TO

(C Property)

All THAT piece and parcel of a plot of land measuring an area of 6106.71 square feet (8.482 Cott'ahs) be the same a little more or less and some dilapidated structures measuring about 2808.58 square feet thereat used for residential purpose lying and situate at Station Road, P.S. Kotwali, Holding No: 1010/34, under Ward No. 23 of Medinipur Municipality comprised in R.S. Plot No. 171 (P), Hal Plot No. 914, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5, Mouza - Sekhpura, J.L. No. 172, District- Paschim Medinipur, which is butted and bounded as follows :-

ON THE NORTH BY: Portion of land of Smt. Chhabi
Ghosh.

ON THE SOUTH BY: Plot of Dr. B. B. Mondal & Smt.
Jayanti Mondal.

ON THE EAST BY: 20 feet wide Municipal Road.

ON THE WEST BY: Plot of Smt. Sampa Bose.

Beenu Nath Ghosh

Shantilata Kumar Das

IN WITNESS WHEREOF the Parties hereunto set and subscribe their respective hands the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **VENDOR** in presence of :

Ananda Gopal Mukherjee
Advocate.
High Court, Calcutta.

Jaumadhu Nath Ghosh.

VENDOR

PAN - ADAPG 7183M

SIGNED, SEALED AND DELIVERED

by the **PURCHASER** in presence of:

Kamal Rauti Haskar
1B-16, Sector-3, Salt Lake,
Kolkata-700106.

ALINGAN ENCLAVE (P)

Sharadendra Kumar Jha.
Director

PURCHASER

Drafted by me and prepared
in my office:

Nibedita Pal

Ms. Nibedita Pal, Advocate,
M/s A.V. Associates,
Hastings Chambers, 1st floor,
7C, Kiran Sankar Roy Road,
Kolkata - 700 001.

PAN: AAHCA 0627P

MEMO OF CONSIDERATION

Received Rs. 45,00,000/- (Rupees Forty Five Lac) only from **M/S ALINGAN ENCLAVE PRIVATE LIMITED** as the full and final consideration money for the Schedule B property in the following manner:-

Cheque No.	Date	Bank & Branch	Amount
005501	18-9-2008	Axis Bank	Rs.25,00,000/-
240378	28-5-2010	State Bank of India	Rs. 6,00,000/-
240382	30-4-2011	Do	Rs. 5,00,000/-
240383	16-5-2011	Do	Rs. 5,50,000/-
240388	11-4-2012	Do	Rs. 2,00,000/-
240391	24-1-2013	Do	Rs. 1,50,000/-

Total: Rs. 45,00,000/-

(Rupees Forty Five Lacs only)

Witnesses :

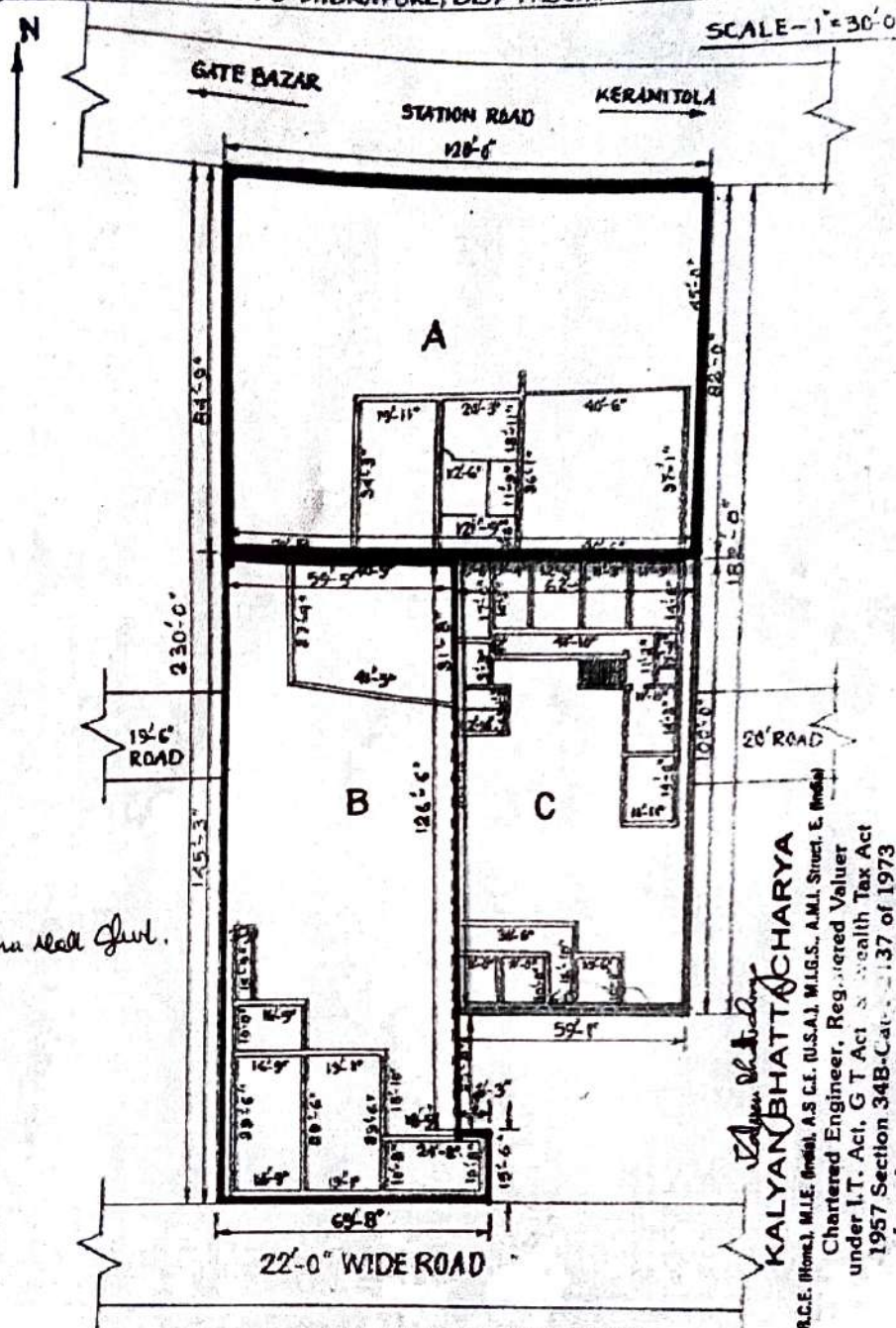
1. *Ananda Gopal Mukherjee*

Ananda Gopal Mukherjee

2. *Kamal Kanti Sarkar*

V e n d o r

A PLAN OF LAND & STRUCTURE SHOWING PARTITION AMONGST A) SMT CHHABI GHOSH W/O LATE SATYENDRA NATH GHOSH OF STATION ROAD, P.O. & P.S. MIDNAPORE, B) SMT. SAMPA BOSE W/O SRI GOUTAM BOSE OF AK 106, SECTOR-2, SALT LAKE, KOLKATA - 700 091, & C) SRI SOUMENDRA NATH GHOSH S/O LATE SATYENDRA NATH GHOSH OF STATION ROAD, P.O. & P.S. MIDNAPORE, DIST. PASCHIM MEDINIPUR.



DESCRIPTION OF LAND STRUCTURES

NAME	PARTITION	AREA OF STRUCTURE	VACANT LAND	TOTAL AREA	MARK
SMT. CHHABI GHOSH	A	3126.88 SQ. FT. OR 0.072 AC.	1033.97 SQ. FT. OR 0.024 AC.	4160.85 SQ. FT. OR 0.096 AC.	
SMT. SAMPA BOSE	B	1221.75 SQ. FT. OR 0.028 AC.	551.95 SQ. FT. OR 0.013 AC.	1773.70 SQ. FT. OR 0.041 AC.	
SRI SOUMENDRA NATH GHOSH	C	5908.56 SQ. FT. OR 0.136 AC.	1008.15 SQ. FT. OR 0.023 AC.	6916.71 SQ. FT. OR 0.159 AC.	
TOTAL		10257.19 SQ. FT. OR 0.236 AC.	2594.07 SQ. FT. OR 0.060 AC.	12851.26 SQ. FT. OR 0.296 AC.	

Shailendra Kumar Jha.