

11378/22

I 11598/22



पश्चिम बंगाल WEST BENGAL

H 436640

H 436640

The document is admitted for registration
the signature and endorsement
sheet attached with the document are to be
treated as parts of the document.

R.D.S.R. Bhangore
S/24 Parganas

15 DEC 2022

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** made on this 14th day of December, 2022 (Two
Thousand and Twenty Two).

7. - 250

52 - 300

Total - 550

BETWEEN

20 1. GOUR MONDAL, PAN NO. **AFSPM9611G**, Aadhaar No. 7941 7231 4733, Mobile No.- 9830653351, son of Late Kshitish Mondal, by faith- Hindu , by occupation- Business, residing at Village - Dhalipara, Mahishgot, P.O - Krishnapur, P.S- Rajarhat Now Newtown, District- North 24 Parganas, Pin No- 700 102, West Bengal, by Nationality -Indian, hereinafter called and referred to as the **VENDOR**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and/ or assigns) of the **FIRST PART**.

- AND -

1. SHAIKH SAHARIAR HOSSAIN, PAN NO. **AMKPH1947B**, Aadhaar No. 2472 6463 9438, Mobile No.- 9207104798, Son of Shaikh Saukat Hossain, residing at Shaikh Brothers, Shaikh Building, 195 Hem Baruah Road, Panbazar, Guwahati, Village - Panbazar, P.O.- Panbazar, P.S- Panbazar, District- Kamrup(M), Pin No- 781 036, State - Assam, by Nationality -Indian, By faith- Muslim, by occupation- Advocate.

2. **SEMINA BEGUM**, PAN NO. **BPZPB4191L**, Aadhaar No. 4821 4051 7022, Mobile No.- 9207104798, Wife of Sk Sahariar Hossain, Daughter of Farooque Ahmed, residing at Shaikh Brothers, Shaikh Building, 195 Hem Baruah Road, Panbazar, Guwahati, Village – Panbazar, P.O.- Panbazar, P.S- Panbazar, District-Kamrup(M), Pin No- 781 036, State - Assam, by Nationality -Indian, By faith- Muslim, by occupation- House Wife.

3. **SAHELI PARVIN**, PAN NO.- **CREPP4489F**, Aadhar No. - 5369 5592 9330, Mobile No.- 9207104798, Wife of Shaikh Soyeb Hossain, residing at Village – Jashar, Daptaripara, P.O – Jashar, P.S.- Pursurah, District - Hooghly, Pin – 712 415, State – West Bengal, Nationality- Indian, By faith- Muslim, Occupation- House Wife.

4. **SOYEB HOSSAIN SHAIKH**, PAN NO.- **BJSPS3376P**, Aadhar No. – 6872 8580 8412, Mobile No.- 9207104798, Son of Shaikh Saukat Hossain, residing at Village – Jashar, Daptaripara, P.O – Jashar, P.S.- Pursurah, District - Hooghly, Pin – 712 415, State – West Bengal, Nationality- Indian, By faith- Muslim, Occupation- Business.

5. **SABANA SULTANA**, PAN NO.- **EPHPS5259K**, Aadhar No. – 6330 2017 1625, Mobile No.- 9207104798, Wife of Mumtajul Goni, residing at Village – Sundarush, P.O – Ankri Serampore, P.S.- Pursurah, District -

Hooghly, Pin - 712 401, State - West Bengal, Nationality- Indian, By faith- Muslim, Occupation- Service, hereinafter called and referred to as the **PURCHASERS**, (which expression unless excluded by or repugnant to the context shall be deemed to include her heirs, administrators, representatives, executors and/or assigns) of the **OTHER PART**.

WHEREAS one **Anubasi Mondal**, Wife of Late Madar mondal was the absolute owner **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **25 Decimals**, be the same a little more or less, corresponding to **R.S. Dag No. 555**, under **R.S. KHATIAN NO. 114/1** (recorded in the name of **Anubasi Mondal**), lying and situated at **MOUZA - JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata - 700 059, absolutely seized and possessed the same, which is more fully and particularly described in the **Schedule** hereunder Written.

AND WHEREAS while being in peaceful possession over the aforesaid property **ALL THAT** piece and parcel of Banshbagan presently use as

Shali land measuring an area of **25 Decimals**, be the same a little more or less, corresponding to **R.S. & L.R. Dag No. 555**, under **R.S. KHATIAN NO. 114/1** (*recorded in the name of Anubasi Mondal*), lying and situated at **MOUZA - JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 - Parganas, Kolkata - 700 059, West Bengal, said **Anubasi Mondal**, died intestate leaving behind her only **Daughter** namely **Malati Roy (Naskar)**, as her only legal heir and successor, who inherited the aforesaid property, according to the Hindu Succession Act, and seized and possessed the same.

AND WHEREAS by virtue of inheritance said **Malati Roy (Naskar)**, became the absolute owner of land i.e. **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **25 Decimals**, be the same a little more or less, corresponding to **R.S. & L.R. Dag No. 555**, under **R.S. KHATIAN NO. 114/1** (*recorded in the name of Anubasi Mondal*), lying and situated at **MOUZA - JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the

District of South 24 – Parganas, Kolkata – 700 059, West Bengal and being in peaceful possession over the said property and therefore she died intestate leaving behind three sons namely **Biswanath Roy (Naskar)**, **Prasad Roy (Naskar)** and **Tapas Roy (Naskar)**, and three daughter namely- **Bani Naskar**, **Radharani Naskar (Sardar)** and **Purnima Naskar (Mondal)**, as her only legal heirs and successors, who jointly inherited the aforesaid recorded property, according to the Hindu Succession Act, and jointly seized and possessed the same.

AND WHEREAS by virtue of inheritance said **Biswanath Roy (Naskar)**, **Prasad Roy (Naskar)**, **Tapas Roy (Naskar)**, **Bani Naskar**, **Radharani Naskar (Sardar)** and **Purnima Naskar (Mondal)**, became the joint absolute owner of land i.e. **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **25 Decimals**, be the same a little more or less, comprising in corresponding to **R.S. & L.R. Dag No. 555**, under **R.S. KHATIAN NO. 114/1** (recorded in the name of **Anubasi Mondal**), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal and

being in peaceful possession over the said property and they jointly transferred the said property to **GOUR MONDAL (Vendor herein)** by virtue of a Registered Deed of Sale vide Deed No. 04141, dated 12.04.2006 Registered in the Office of D.S.R. – III, South 24 Parganas at Alipore and delivered the Physical possession over the same.

AND WHEREAS the said **GOUR MONDAL (Vendor herein)** became the absolute owner **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **25 Decimals**, be the same a little more or less, comprising in corresponding to **R.S. and L.R. Dag No. 555**, lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 – Parganas, Kolkata – 700 059, West Bengal and recoded his name, under L.R. Khatian No. 884 and being in peaceful possession over the said property.

AND WHEREAS by virtue of aforesaid description, the **Vendor herein**, became the owner of the below schedule of property and seized and possessed the same and since he has been enjoying the said property free

from all encumbrances, interferences and disturbances of any other person or persons whatsoever and paying the Govt. Revenue and other taxes as its sole and absolute Owners and occupier from time to time.

AND WHEREAS while remained in absolute possession and enjoyment of the said land the Vendor herein **has** agreed to sell and the Purchasers herein **have** agreed to purchase **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **6.84** Decimals out of **25 Decimals**, be the same a little ~~more or less~~, comprising in corresponding to **R.S. and L.R. Dag No. 555**, under L.R. Khatian No. - 884, lying and situated at **MOUZA - JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 - Parganas, Kolkata - 700 059, West Bengal, particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the **"SAID PROPERTY"** at or for the total consideration of **Rs. 29,59,855/- (Rupees Twenty Nine Lakh Fifty Nine Thousand Eight Hundred Fifty Five)** only free from all encumbrances, liens, lispens, charges, attachments, claims and demands in any

manner whatsoever. The sold land shown on the annexed site plan or map marked by **Red Border**

AND WHEREAS at or before the execution of this Deed of Conveyance the Vendor herein doth hereby assure and represent to the Purchasers as follows:-


- a) **THAT** the Vendor **has** a good marketable title in respect of the said Property and every part thereof particularly mentioned and described in the Schedule hereunder written.
- b) **THAT** the said Property is free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trust whatsoever or howsoever.
- c) **THAT** excepting the Vendor and none else has/have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property or any part thereof.
- d) **THAT** the Vendor **is** legally competent to transfer the said Property and every part thereof.
- e) **THAT** there is no acquisition or requisition proceeding pending nor the Vendor **has** been served with any notice of acquisition or requisition in respect of the said Property or any part thereof.

- f) **THAT** no public demand of any kind whatsoever is outstanding against and/or payable by the Vendor in respect of the said Property or any part thereof.
- g) **THAT** the Vendor **has** not entered into any Agreement for Sale, Development, Lease, Tenancy or otherwise nor **has** created any interest or right of the Third Party into and upon the said Property or any part thereof.
- h) **THAT** the Vendor **has** not obtained any loan from any Bank, Private or Public Financial Institution in respect of the said Property or any part thereof.
- i) **THAT** there is no Bargadar and / or any other occupier on and upon the said Property or any part thereof in any manner whatsoever.
- j) **THAT** the said Property or any part thereof is not under any 'Debutter' or 'Wakf' and it is free from road alignment.
- k) **THAT** relying upon the aforesaid representations, assurances and covenants made by the Vendor herein and believing the same to be true and acting on good faith the Purchasers herein **have** agreed to Purchase the said Property and every part thereof in fee simple or an estate equivalent thereto free from all encumbrances, liens,

lispendens, charges, mortgages, attachments, acquisitions or requisitions whatsoever and howsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs. 29,59,855/-** **(Rupees Twenty Nine Lakh Fifty Nine Thousand Eight Hundred Fifty Five) only** paid by the Purchaser to the Vendor at or before the execution of these presents, the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo of Consideration given hereunder and of and from the same and every part thereof forever acquit, release and discharge the Purchaser, his heirs, executors, administrators, representative sand assigns and every one of them and also the said Property, the Vendor as the absolute Owner of the said Property doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and in favour of the Purchaser, his heirs, executors, administrators, representatives and assigns free from all encumbrances, attachments and other defects in title **ALL THAT** piece and parcel of Banshbagan presently use as Shali land measuring an area of **6.84 Decimals** out of **25 Decimals**, be the same a little more or less, comprising in corresponding to **R.S. and L.R. Dag No. 555**, under L.R.


Khatian No. - 884, lying and situated at **MOUZA - JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 - Parganas, Kolkata - 700 059, West Bengal, be the same a little more or less comprised of the said Property particularly mentioned and described in the Schedule hereunder written OR HOWSOEVER otherwise the said Property now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHERWITH all trees, fences, hedges, ditches, ways, water, watercourses and benefits and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever thereto the said Property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said Property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise



relate to the said Property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, **their** heirs, executors, administrators, representatives and assigns or any person or persons from whom he or she or they can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said Property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and in favour of the Purchaser his heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents AND the Vendor herein doth hereby for **himself, his** heirs, executors, administrators, representatives and assigns covenant with the Purchaser, his heirs, executors, administrators, representatives and assigns that notwithstanding any act, deed or thing whatsoever by the Vendor herein done or executed or knowingly suffered to the contrary the Vendor had at all material times heretofore and now **has** good right, full power, absolute authority and indefeasible title to grant, sell, convey,

transfer, assign and assure the said Property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and in favour of the Purchaser, his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the Purchaser, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property and every part thereof with the absolute right to sell, mortgage, let out, lease out or transfer or otherwise alienated the said Property or any part or every part thereof and receive the rents, issues and profits thereof without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for **him** AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever in respect of the Vendor's title in the said Property made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the

Vendor and all persons having or law -fully or equitably claiming any estate or interest whatsoever in the said Property or any part thereof from under or in trust for **him**, the Vendor herein shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, his heirs, executors, administrators, representatives and assigns 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 Property and every part thereof unto and in favour of the Purchaser, his heirs, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Vendor, **his** heirs, executors, administrators, representatives and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, representatives and assigns against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinabove contained and **THIS INDENTURE FURTHER WITNESSETH** that the peaceful physical possession of the said Property and every part thereof is being handed over by the Vendor unto and in favour of the



Purchaser herein simultaneously upon execution of this Deed of Conveyance free from all encumbrances in any manner whatsoever.

THE SCHEDULE ABOVE REFERRED TO

(THE SAID PROPERTY)

ALL THAT piece or parcel of a plot situated at Mouza- **Jotbhim**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet in the District of South 24 – Parganas.

L.R. Khatian No. 884 (Recorded Owner – Gour Mondal (Vendor herein)

Measuring an area of **6.84 Decimals** out of **25 Decimals** recorded as "**Bansh Bagan**" but use as "**Shali**" in R.S /L.R. Dag No. 555, out of which 1.36 decimals got the Purchaser No. (1) **SHAIKH SAHARIAR HOSSAIN**, 1.36 decimals got the Purchaser No. (2) **SEMINA BEGUM**, 1.36 decimals got the Purchaser No. (3) **SAHELI PARVIN**, 1.40 decimals got

the Purchaser No. (4) **SOYEB HOSSAIN SHAIKH** and 1.36 decimals got the Purchaser No. (5) **SABANA SULTANA**.

Purchased Area Of Purchaser No. (1) Shaikh Sahariar Hossain:-

R.S & L.R Dag No.	L.R Khatian No.	Seller Name	Total Land	Saleable Land	Nature
555	884	Gour Mondal	6.84	1.36 Decs.	recorded as "Bansh Bagan" but use as "Shali

Total 1.36 Decimal.

Purchased Area Of Purchaser No. (2) Semina Begum:-

R.S & L.R Dag No.	L.R Khatian No.	Seller Name	Total Land	Saleable Land	Nature
555	884	Gour Mondal	6.84	1.36 Decs.	recorded as "Bansh Bagan" but use as "Shali

Total 1.36 Decimal.

Purchased Area Of Purchaser No. (3) Saheli Parvin:-

R.S & L.R Dag No.	L.R Khatian No.	Seller Name	Total Land	Saleable Land	Nature
555	884	Gour Mondal	6.84	1.36 Decs.	recorded as "Bansh Bagan" but use as "Shali

Total 1.36 Decimal.**Purchased Area Of Purchaser No. (4) Soyeb Hossain Shaikh:-**

R.S & L.R Dag No.	L.R Khatian No.	Seller Name	Total Land	Saleable Land	Nature
555	884	Gour Mondal	6.84	1.40 Decs.	recorded as "Bansh Bagan" but use as "Shali

Total 1.40 Decimal.**Purchased Area Of Purchaser No. (5) Sabana Sultana:-**

R.S & L.R Dag No.	L.R Khatian No.	Seller Name	Total Land	Saleable Land	Nature

555	884	Gour Mondal	6.84	1.36 Decs.	recorded as "Bansh Bagan" but use as "Shali
-----	-----	-------------	------	------------	--

Total 1.36 Decimal.

Total saleable area of land 6.84 Decimal.

TOGETHER WITH all sorts of easement right over the passage/road and other benefits, facilities and advantages attached therein or thereto more particularly shown and delineated in the site Map or Plan annexed hereto **RED border** line thereon as part **and** parcel of this Indenture and the said plot of land is butted and bounded **Plot** in the manner following;

Plot No. - 555

ON THE NORTH : R.S. & L.R. Plot No. - 557

ON THE SOUTH : R.S. & L.R. Plot No. - 553.

ON THE EAST : Piece of Land of Same Plot.

ON THE WEST : R.S. & L.R. Plot No. - 554.

There is no Road on this property.

IN WITNESS WHEREOF, the Vendors hereinto have set and subscribed his hand & Seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

BY THE VENDORSS IN THE PRESENCE

OF WITNESSES:

1) Md Samim Khan
Poc, Khanakul, Hooghly, 712406

2) Balaram Sardar
Advocate
High Court, Calcutta

Read over & explained in

Bengali to the executants

Drafted & prepared by :

GOUR Mandal

SIGNATURE OF THE VENDOR

Nahida Parvin
NAHIDA PARVIN

Advocate

Calcutta High Court

Enrolment No. WB/1291/2012