

deed no 797

DEED OF CONVEYANCE

466

BETWEEN

SRI NARAYAN CHANDRA MAITY  
SRI TARUN KUMAR MAITY

.....VENDOR

&

M/S DHAKALIA INVESTMENTS LTD.

.....PURCHASER

DATED: 15<sup>th</sup> FEB. 1997



Stamp No. 5060006  
 Stamp Duty Paid - 18110/-  
 Date of Issue - 7/2/97  
 Serial No. 444095  
 Issued at - 13/3/97

00BB 741579

Rs 5060006

36200/-  
 18110/-

3971

7

3978

= 50.00

33.00

10.00 paid

14.29

February

Basanta Kumar Maity

Narayan Chandra Maity

residing at Mirjapur, P.S. Sankrail, in the District Howrah

hereinafter called the VENDORS

unless excluded by or repugnant to the context be deemed to

include their heirs, executors, administrators, legal

### DEED OF SALE

THIS DEED OF SALE is made this 15th day of February

of One thousand nine hundred and ninetyseven BETWEEN 1. SRI NARAYAN CHANDRA MAITY son of Sri

Basanta Kumar Maity. 2. SRI TARUN KUMAR MAITY son of Sri

Narayan Chandra Maity by caste Hindu, by occupation Business

residing at Mirjapur, P.S. Sankrail, in the District Howrah

hereinafter called the VENDORS (which expressions shall

unless excluded by or repugnant to the context be deemed to

include their heirs, executors, administrators, legal

Admissible under Rule 21  
 of the Indian Stamp Act, 1899  
 West Bengal Land Revenue  
 Act, 1956 only stamp  
 under the Indian Stamp Act, 1899  
 2nd Amendment Act, 1969  
 recorded in no. 2395  
 Fee Paid

43971.00

3978.00

Page 4.50

25878  
 Shakata 9 dtd  
 11 R R Mallick dtd  
 Sep 23

Cd. S. Col. M. S.  
 Date 3/1/1992

Treasury



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 1 m  
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**Presented for Registration**

at 11.45.0 A on the 15th  
 day of Feb 1992

at the Townsh. Bd. Dist. Jct.  
 Sub Reg. Off. Office Ranib. H.

by Narayan Ch. Maity

One of the executants/claimants

(1) Narayan Ch. Maity  
 So Basanta Hr. Maity

(2) Teram Hr. Maity

By: Narayan Ch. Maity  
 of Mirzapur  
 Thana. Samkhar  
 District. Gorakhpur  
 by Profession

Attestation

Sub-Registrar  
 Ranib. Maity

VTG-97

Attestation

98

Tanun Kumar Maity

uttam Hr. Maity

S'n Narayan Hr. Maity  
 W. of Mirzapur



[2]

AND

M/S DHAKALIA INVESTMENTS LTD., 11, Kashinath Mullick Lane,  
Calcutta-700 073 hereinafter called the  
PURCHASER/TRANSFeree/VENDEE (which expressions shall unless  
excluded by or repugnant to the context be deemed to include  
its successors legal representatives and assigns) of the  
OTHER PART.

WHEREAS Raosan Ali Tarafdar s/o Esmil Tarafdar was  
seized and possessed of and otherwise sufficiently entitled  
to in half(eight annas) share ALL THAT the piece and parcel  
of land measuring 75 satak of occupancy Rayali Right being  
Danga land comprised in Dag No. 515 and All That the piece  
and parcel of land measuring 01 acre 64 satak of occupancy  
Rayati Right being Danga land comprised in Dag No. 514,  
Khatian No. (of above mentioned two Dags) 321 situate at  
Mouja Jangalpur J.L. No 28, Addl. Dist. Sub Registry Office

Serial No. 25828  
To Dhakaha 9 H2  
of H K M mollick Lax  
ca 23

Cal. Coll. Mstr.  
Treasury  
Date 3/1/1992

W  
Treasury

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18710



A. K. S. plr



[3]

Office Howrah, as would appear from the records relating to Record of Right.

AND WHEREAS Sufiar Rahman Tarafdar s/o Lutfar Rahman Tarafdar was seized and possessed of and otherwise sufficiently entitled to as 7/16 (seven annas) share and Ayrennasa Bibi wife of Lutfar Rahman Tarafdar was seized and possessed of and otherwise sufficiently entitled to as 1/16 (one anna) share All That the piece and parcel of land measuring 75 satak Danga land comprised in Dag No. 515 and All That the piece and parcel of land measuring 01 acre 64 satak of Danga land comprised in Dag No. 514, Khatian No. 321 situate at Mouja Jangalpur J.L. No. 28, P.S. Sankrail, Dist. Howrah.

AND WHEREAS by a Deed of sale executed between said Ayrennasa Bibi and Sufiar Rahman Tarafdar therein referred to as 'Vendors' and one Ganga Charan Basak s/o Nidhu Charan



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the office of the District Registrar Howrah in Book No. I, Voloume No. 46, pages 03 to 07, Bing No. 2061 for the year 1966 the said Ayrennasa Bibi and Sufiar Rahman Tarafdar sold conveyed, transferred, assigned and assured unto the said Ganga Charan Basak All That 37.50 satak out of 75 satak in Dag No. 515 and 82 satak out of 01 acre 64 satak in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah inter alia on terms and conditions contained therein.

WHEREAS Raosan Ali Tarafdar died leaving two sons viz. Saifuddin Tarafdar and Abdul Rahman Tarafdar and a daughter Rijiya Begam Middey w/o Golam Mahidi Middey as his legal heirs and representatives who inherited and became entitled All That 37.50 satak land in Dag No. 515 and 82 satak land in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail,



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AND WHEREAS said Ganga Charan Basak sold and conveyed 18.75 satak land in Dag No. 515 and 41 satak land in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah to the Vendor Tarun Kr. Maity by a Deed of sale vide Book No. I, Voloume No. 29, pages 30 to 33, Being No. 1975 for the year 1980 registered before Sub Registry Office Ranihati.

AND WHEREAS said Rijiya Begam sold and conveyed 08.35 satak land in Dag No.515 and 16.40 satak land in Dag No.514 situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah to Tarun Kr. Maity and Amrita Lal Saha by a Deed of sale vide Book No.I, Volume No.55, Pages 251 to 256, Being No.3726 for the year 1982, registered before Sub Registry Office Ranihati.

AND WHEREAS said Saifuddin Tarafdar sold and conveyed 13.60 satak land in Dag No.515 and 32.8 satak land in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail to Narayan



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No.I, Volume No. pages to Being No. 1138 for the year 1980 registered before Sub Registry Office Ranihati.

AND WHEREAS said Abdul Rahman Tarafdar sold and conveyed 13 satak land in Dag No. 515 and 29 satak land in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail to Narayan Ch. Maity and Manindra Nath Saha by a Deed of sale vide Book No.I, Voloume No.22, pages 281 to 284, Being No. 1942 for the year 1980, registered before Sub Registry Office Ranihati.

AND WHEREAS said Abdul Rahman Tarafdar sold and conveyed 02.55 satak land comprised in Dag No. 515 and 3.80 satak land comprised in Dag No. 514, situate at Mouja Jangalpur, P.S. Sankrail to Narayan Ch. Maity and Maya Rani Saha by a Deed of sale vide Book No. I, Voloume No. 10, pages 284 to 288, Being No. 542 for the year 1983 registered before Sub Registry Office

AND WHEREAS in the premises aforesaid the said Narayan Ch. Maity, the Vendor herein owned possessed of and/or entitled to All That land measuring about 14.50 satak comprised in Dag No.515 and All That land measuring about 32.80 satak comprised in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah more fully described in the schedule written hereunder.

AND WHEREAS the said Tarun Kr. Maity, the Vendor herein owned possessed of and/or entitled to All That land measuring about 23 satak comprised in Dag No. 515 and All That land measuring about 49.20 satak comprised in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail more fully described in the schedule written hereunder.

AND WHEREAS the said Vendor, Narayan Ch. Maity has approached to Purchaser herein to sell, convey, transfer, assign and assure All That about 14.50 satak, comprised in Dag No.515 and 32.80 satak land comprised in Dag No. 514. AND the Vendor, Tarun Kr. Maity has approached to the Purchaser herein to sell, convey, transfer, assign and assure All That about 23 satak land comprised in Dag No. 515 and 49.20 satak of land comprised in Dag No. 514, situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah more fully described in the schedule below.

AND WHEREAS the Purchaser has been on the look out for an appropriate land and has approached the Vendors for purchase of the said land subject to the same being free from all encumbrances.

AND WHEREAS the Vendors have represented to the purchaser the said land is free from all encumbrances and that no other person except the Vendors have any interest in the said land or any portion thereof.

AND WHEREAS the Vendors have further represented to the Purchaser that no part of the land is vested with the Government of West Bengal or with any Semi-Government authority and the Vendors have not received any notice in connection therewith and the same is not covered under any proposed development scheme of the Government or Semi-Government authorities or any other statutory authority.

AND WHEREAS the Vendors have further represented to the Purchaser that there is no bargadar in respect of the said land or any part or portion thereof.

AND WHEREAS relying upon the said representations of the Vendors and believing the same to be true and correct, Purchaser has agreed to purchase and the Vendor Narayan Ch. Maity has agreed to sell All That 14.50 satak in Dag No. 515 and 32.80 satak in Dag No. 514 and the Vendor Tarun Kr. Maity has agreed to sell All That 23 satak in Dag No. 515 and 49.20 satak in Dag No. 514 situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah more fully described in a Schedule hereunder written., free from all encumbrances charges, liens, lispendenses, claims, and demands whatsoever at or for a consideration of Rs. 3,62,000/- and subject to terms conditions and stipulations as stated hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of

paid by the Purchaser to the Vendors on or before the execution of these presents, (the receipt whereof the Vendors do hereby admit, acknowledge and discharge and release the said land and every part thereof) the Vendors do hereby sell, convey, transfer, assign and assure unto the Purchaser ALL THAT 01 acre 19.50 satak of land comprised in Dag No. 515 & 514, Khatian No. 321, J.L. No. 28, situate at Mouja Jangalpur, P.S. Sankrail, Dist. Howrah more fully described in the Schedule written hereunder HOWSOEVER OTHERWISE the said land or any part thereof now are or is or hereto before were or was situated butted, bounded, called, known, described or distinguished TOGETHER WITH all areas and trees, ditches, hedges, water, water-courses, yards, gardens, shrubs, trees, tanks, ponds, nalas, paths, passages, advantages, liberties, privileges, easement, commodities, appendages and appurtenances whatsoever thereunto belonging to or in any wise appertaining thereto held used or occupied therewith or known as part parcel or member thereof and the Revision and Reversions remainder and remainders yearly, monthly and other rents issues and profits thereof AND ALL estate right title interest claim and demand whatsoever of the Vendors of into upon or in respect of the said land and every part thereof AND all deeds pattahs writings and muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendors or any person or persons from whom the Vendors may procure the same without any action either at law or in equity TO HAVE

sold, conveyed, transferred, assigned and assured or  
 intended or expressed so to be unto and to the use of the  
 Purchaser in fee simple in possession free from all  
 encumbrances whatsoever absolutely and forever AND the  
 Vendors do hereby covenant and agree with the Purchaser THAT  
 NOTWITHSTANDING any act deed or thing done or committed or  
 knowingly permitted or suffered to the contrary by the  
 Vendors or any of their predecessors-in-title, the Vendors  
 have good right full power and absolute authority to sell  
 grant convey transfer assign and assure the said land unto  
 and to the use of the Purchaser in the manner aforesaid AND  
 THAT the Purchaser shall and may at all times hereafter  
 peaceably and quietly possession and enjoy the same and  
 receive the rents issues and profits thereof without any  
 interruption claim or demand whatsoever from or by the  
 Vendors or any person or persons lawfully or equitably  
 claiming from under or in trust for the Vendors or any of  
 their predecessors-in-title, AND THAT the Purchaser shall  
 hold the said land free and clear and freely and clearly and  
 absolutely acquitted exonerated and forever released and  
 discharged or otherwise by the Vendors and well and  
 sufficiently saved, defended, kept harmless and indemnified  
 of and from and against all and all manner former and other  
 estates, right, title heirs and encumbrances charges  
 whatsoever made done, occasioned, done or suffered by the  
 Vendors or any of their predecessors-in-title from any  
 person and persons equitably or lawfully claiming through  
 under or in trust for the Vendors AND FURTHER THAT the

estate or interest in the said land or any part thereof from under or in trust for the Vendors or from or under any of their predecessors-in-title, shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land or every part thereof unto and to the use of the Purchaser as may be reasonably required and the Vendors do hereby further covenant and assure the Purchaser that no part of the said land is vested with Government or any Semi-Government Authority and that there is no Bargadar in respect of any part of the said land in any way and the Vendors have good right, full power and absolute authority to sell the same in the manner aforesaid AND for any reason whatsoever if the Purchaser is dispossess or deprived of full enjoyment of the said land or any part thereof then in that event the Vendors hereby agree to indemnify and keep the Purchaser fully indemnified for all losses damages, costs, charges, claims and demands occasioned of arising out of the said land hereby sold to the Purchaser and FURTHER the Vendors shall and will at all times hereafter at the request of the Purchaser produce to them all or any of the documents of title relating to the said land as the Purchaser shall require evidencing the title in respect of the said land and also furnish the Purchaser copies of or extracts from the such title deeds documents and writings and will in the meanwhile keep the same safe unobliterated and uncalled AND FURTHER THAT the Vendors do hereby

or Panchayat rates and taxes Government Revenue and all other impositions whatsoever of nature due and payable by the Vendors or any of their predecessors-in-title in respect of the said land upto the date of these presents.

In witness whereof the said Vendors do hereby put their seal the signature in the day month and the year first above written.

THE SCHEDULE ABOVE REFERRED TO:

All That piece and parcel of the property in the District and District Registry Office Howrah, Police Station Sankrail, Additional District, Sub Registrar Ranihati, Mouja Jangalpur, J.L. No. 28 measuring area about 37.50 satak Danga land out of 75 satak comprised in Dag No. 515, Khatian No. 321 and measuring area about 82 satak Danga land out of 01 acre 64 satak comprised in Dag No. 514, Khatian No. 321 total area 01 acre 19.50 satak equivalent to 03 Bigha 12 Cottah 06 Chhitack more or less land in two Dags are conveyed property. Now held in Raiyat Dakhali Right.

Contd.....13.

That THE PROPERTY herewith convey is shown in the Deed plan, which half share of "RED" bordered portion and the same is a part of this Deed. Signed, Sealed and Delivered.

In the presence of :

WITNESSES:

1. *Uttam Kumar Maity*  
*Mukherjee*
2. *Bijoy Bagle*
3. *Tanujal Das*
4. *Malay Kumar*  
*Virgalkar*

*[Signature]*  
*Tanujal Kumar Maity*

Signature of the Vendors

The contents of this Deed readover and explained to the Vendors in Bengali by me and the Vendors have admitted the content of this Deed as correct.

*Yajeshwar Das*

Drafted and prepared by me.

*Malay Kumar Pathy*  
Advocate, Howrah Court  
En. No. WB/289/1983

Typed by :

*S. Banerjee*  
Cat-1



*Handwritten signature*

100, Market St. Registrar,  
Glasgow, Scotland



100, Market St. Registrar,  
Glasgow, Scotland

Book No. 1  
Volume No. 11  
Page 211 to 324  
being 10 797  
For the Year 18 1897

100, Market St. Registrar,  
Glasgow, Scotland

27.3.97

*Handwritten signature*