



পশ্চিমৰ্জ্য पश्चिम बंगाल WEST BENGAL

A 326353

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Business, by nationality - Indian, residing at Sulangori Colony, P.S. Rajarhat, District North 24 Parganas.

Hereinafter called and referred to as the "Owner / Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, executors, representatives and assigns).

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বিধান নগৰ (সন্টলেক সিটি) এ ডি. এৰ আৰু প	No. 36, Arjunpur North Kolkata-700 059
মোট ক্টাম্প ক্রন্ন তাং <u>১৪০০</u> চালান নং মোট কত টাকা খরিদ	1 6 APR 2008
টেবারী বারাকপুর ভেডার মিতা দত্ত	680000



AND

3.2 <u>SAWKAT ALI LASKAR</u>, son of Ayub Ali Laskar, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Vill. Chawkpachuria, P.O. Chawkpachuria, P.S. Rajarhat, Kolkata - 700 059.

Hereinafter called and referred to as the "Purchaser" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, representatives and assigns).

Vendor and the Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS :-

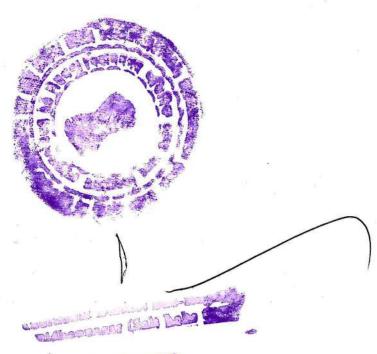
- 4. Subject Matter of Conveyance:
- 4.1 Said Property: ALL THAT piece and parcel of demarcated plot of Sali land measuring 07 decimals be the same a little more or less, lying and situate at Mouza Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 694, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and morefully described in the Schedule below (Said Property).





9 MAY 2008

- 5. Background, Representations, Warranties and Covenants:
- Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title.
- Absolute Ownerhsip of Kalidasi Dasi: One Kalidasi Dasi was the absolute recorded owner of 54 decimals more or less of Sali land in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.2 Sale by Kalidasi Dasi to Kamala Biswas: The said Kalidasi Dasi sold, transferred and conveyed 33 decimals more or less of land out of aforesaid 54 decimals of land in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, District North 24 Parganas, to one Kamala Biswas, by the strength of Registered Deed of Conveyance, registered on 12.02.1975, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 28, Pages 73 to 75, being Deed No. 1299 for the year 1975.
- 5.1.3 Sale by Kamala Biswas to Gour Sardar: The said Kamala Biswas sold, transferred and conveyed the aforesaid land measuring 33 decimals



more or less of land to one Gour Sardar, by the strength of of Registered Deed of Conveyance, registered on 28.08.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 6925 for the year 1986.

- 5.1.4 Sale by Gour Sardar to the present owner, Netai Chandra Sarkar: The said Gour Sardar sold, transferred and conveyed 11.55 decimals more or less of land out of the aforesaid land measuring 33 decimals more or less, to the present owner, Netai Chandra Sarkar, by the strength of of Registered Deed of Conveyance, registered on 28.08.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 132, Pages 313 to 318, being Deed No. 6927 for the year 1986.
- Desire of Sale by Netai Chandra Sarkar to the present purchaser, Sawkat Ali Laskar: The said Netai Chandra Sarkar decided to sell ALL THAT piece and parcel of demarcated plot of Sali land measuring 07 decimals be the same a little more or less, lying and situate at Mouza Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 694, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to the present Purchaser, Sawkat Ali Laskar (Said Property).
- 5.1.6 Title of the Vendor: Thus in the abovementioned circumstances, the vendor has become the absolute owner of the Said Property.

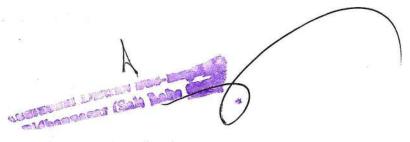




- 5.1.7 True and Correct Representations: The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- Representations, Warranties and Covenants regarding Encumbrances:

 The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition / Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.3 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.





- No Dues: No tax in respect of the Said Property is due to the Patharghata Gram Panchayet and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.
- 5.2.5 No Right of Preemption: No person or persons whosoever have/had/
 has any right of preemption over and in respect of the Said Property or
 any part thereof.
- 5.2.6 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.7 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.





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- 5.2.8 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and / or alienating the Said Property or any part thereof.
- 6. Basic Understanding:
- Agreement to Sell and Purchase: The Vendor has approached the Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Property from the Vendor.
- 7. Transfer:
- Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property ALL THAT piece and parcel of demarcated plot of Sali land measuring 07 decimals be the same a little more or less, lying and situate at Mouza Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat,





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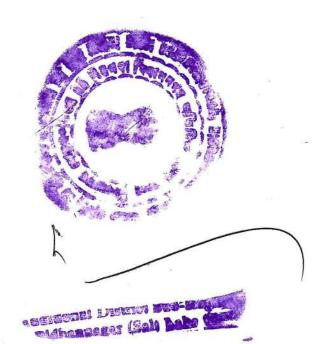
comprised in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 694, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and morefully described in the Schedule below free from all encumbrances.

- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs. 3,20,000.00 (Rupees Three lakhs Twenty thousand) only paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Memo and Receipt hereunder written admits and acknowledges.
- 8. Terms of Transfer:
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: A sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: Absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to all claim, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.





- 8.1.4 Together with All Other Appurtenances: Together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property, which includes all unrecorded/non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the vendor about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell, which if found defective or untrue at any time, the vendor shall, at his own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and / or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor, and purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Property has been handed over by the vendor to the purchaser, which the purchaser admits, acknowledges and accepts.



- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor with regard to which the vendor hereby indemnifies and agrees to keep the purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The vendor hereby covenants that the purchaser and his executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchaser, 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 therein from under or in trust from the vendor.
- 8.6 Indemnity: The vendor hereby covenants that the vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the purchaser and his heirs, executors,



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administrators, representatives and assigns and / or his successors-ininterest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the purchaser and his heirs, executors, administrators, representatives and assigns and / or his successors-in-interest by reason of any defect in title of the vendor or any of the representations being found to be untrue.

- No Objection to Mutation: The vendor declares that the purchaser can fully be entitled to mutate his name in all records of the concerned authority including Patharghata Gram Panchayet and to pay tax or taxes and all other impositions in his own name. The vendor undertakes to co-operate with the purchaser in all respect to cause mutation of the Said Property in the name of the purchaser and in this regard shall sign all documents and papers as required by the purchaser.
- Further Acts: The vendor hereby covenants that the vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the purchaser and / or his successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.





SCHEDULE

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

decimals be the same a little more or less, lying and situate at Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 694, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.





IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of:

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2025-21 \$1 5 51 2. अर्थिका अवक्षेत्रव निम्म - भिन्द्रिक्ष अव्यक्त भिष्मा: दे उन 58 अन्यक्ति अप्त: (भार्षेक्ष्ट्र प्रथा स्था: अप्रक्रिक प्रथा स्था: (भार्षेक्ष्ट्र प्रथा स्था: (भार्षेक्ष्ट्र प्रथा FOLM SELECT

Owners/ Vendor

Drafted by:

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph.: 2570 8471.

Sawkol Ali Lasken

Swakat Ali Laskar

Purchaser

Composed by:

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.



MEMO OF CONSIDERATION

Received Rs. 3,20,000.00 (Rupees Three lakhs Twenty thousand) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein after written, from the above named purchaser.

Witnesses :-

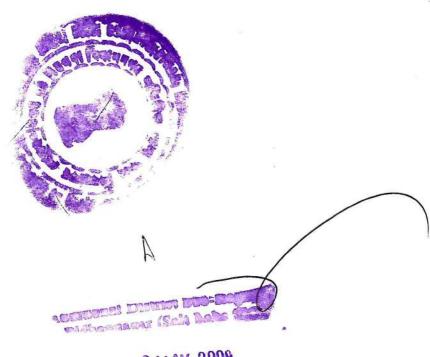
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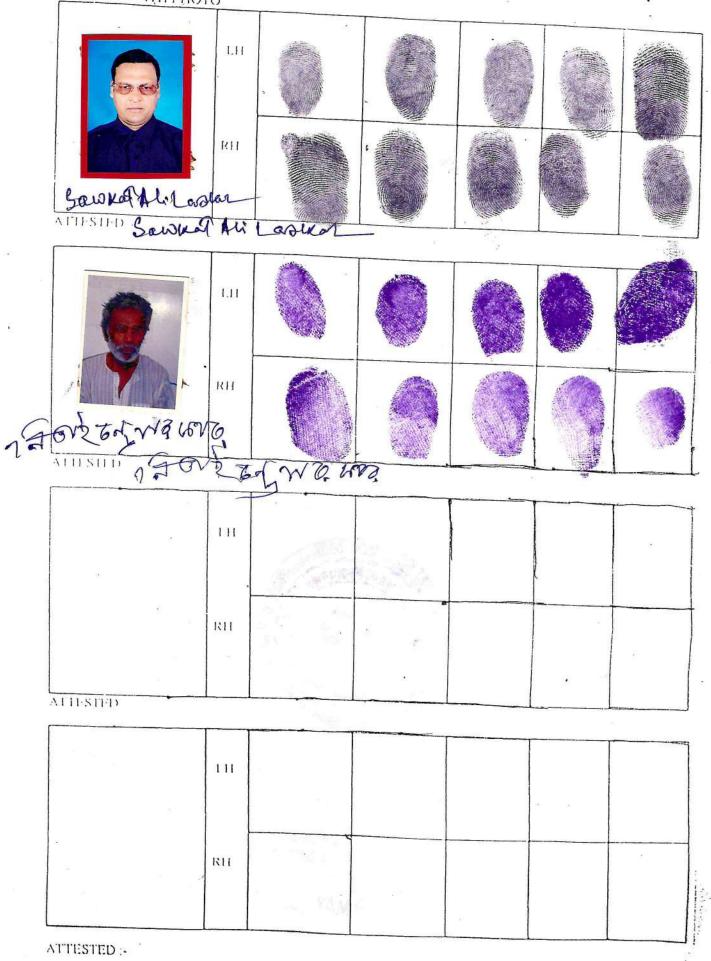
Netai Chandra Sarkar

Owner / Vendor



SIGNATURE OF THE PRESENTANT / EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO

UNDER RULE MA OF THE FR ACT 1908 N.B.-L. E. BOX-SMALL TO THUMB PRINTS R.H. BOX-THUMB TO SMALL PRINTS







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Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR **BIDHAN NAGAR**

Endorsement For deed Number : I-06483 of :2008 (Serial No. 05289, 2008)

On 09/05/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.21 hrs on :09/05/2008, at the Private residence by Sawkat Ali Laskar, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 09/05/2008 by

- 1. Netai Chandra Sarkar, son of Lt Bhim Chandra Sarkar, Sulanguri Rajarhat, Thana Rajarhat, By caste Hindu, by Profession: Cultivation
- 2. Sawkat Ali Laskar, son of Ayub Ali Laskar, Chakpanchuria Rajarhat, Thana Rajarhat, By caste Muslim, by Profession : Business

Identified By A Naskar, son of ... Patharghata Thana: Rajarhat, by caste Hindu, By Profession: Business.

Name of the Registering officer : Nurul Amin Khan Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 20/05/2008

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:

Fee Paid in rupees under article: A(1) = 3883/-

on:20/05/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 353594/-

Certified that the required stamp duty of this document is Rs 17680 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

Deficit stamp duty Rs 16700/- is paid, by the draft number 598570, Draft Date 16/05/2008 Bank Name STATE BANK OF INDIA, Tegharia, recieved on :20/05/2008.

> Name of the Registering officer : Nurul Amin Khan Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

alls yam o s [Nurul Amin Khan] ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN

NAGAR

Govt. of West Bengal

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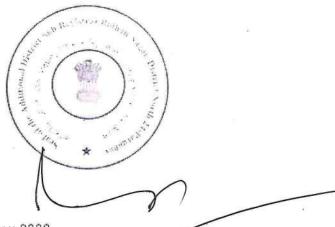




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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 14088 to 14107 being No 06483 for the year 2008.



(Nurul Amin Khan) 21-May-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal

DATED THE 09 DAY OF 05 - 2008

DEED OF CONVEYANCE

BETWEEN

Netai Chandra Sarkar

Owners/ Vendor

Swakat Ali Laskar

Purchaser

<u>Drafted by</u> Pinaki Chattopadhyay & Associates

Solicitor & Advocates
Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700 059
Ph: 2570 8471

Composed By
Paresh Swarnakar
14/B, Jessore Road
Kolkata - 700 028