

J-19770



পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

12,75,855 C 591827

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23 OEC 2008

DEED OF CONVEYANCE

1. Date: 23 of Deelmber 2009

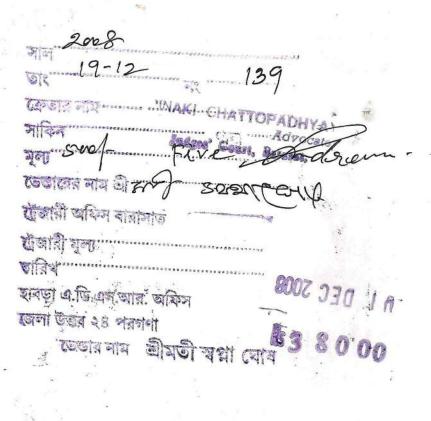
2. Place: Kolkata

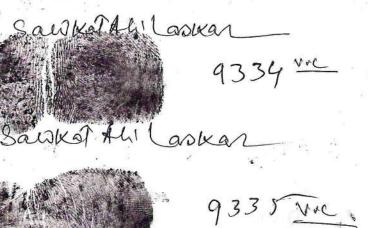
3. Parties:

3.1 <u>NIRMAL KANODIA</u>, son of Late
Subh Karan Lal Kanodia, by faith
- Hindu, by occupation -

ne. Conso4200 de 28/12/and

Contd.....2





Windradia

(HIRMAL KANODIA)

9336 Nrc

Tahirle Din modla



Add. District Sub-Registra,

2 3 DEC 2008

Jeriema Digs Advocate Baraset Judges Coulert



পশ্চিম্বৈঙ্গ पश्चिम बंगाल WEST BENGAL

To called their beament announced

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C 591828

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Business, by nationality - Indian, residing at 12/3A, Hungerford Street, Orbit Enclave, 3rd Floor, Kolkata - 700 017.

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).

Contd.....3

19-12 MO PINAKI CHATTOPADHYAY Advocate, Because, South Succession, Because, South Succession, Because, South Succession, Succe

চল্ডার নাম গ্রীমতী স্বগ্না ছোব

19-12-08



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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 Newtown, Kolkata - 700 059.

JAHIRUDDIN MOLLA, son of Jamiruddin Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Vill. Chawkpachuria, P.O. Chawkpachuria, P.S. Rajarhat Newtown, Kolkata - 700 059.

Both hereinafter jointly called and referred to as the <u>"Purchasers"</u> (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, administrators, representatives and assigns).

Vendor and the Purchasers 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 land in

<u>C.S.</u>	R.S.&L.R.	Nature	Total Area	<u>Area</u>
Dag No.	Dag No.	e .	in decimals	in decimals
409	414	Sali	09	3.4844
410	415	Sali	12	4.3125



in total land measuring 7.7969 decimals be the same a little more or less, under C.S. Khatian No. 461, R.S. & L.R. Khatian Nos. 526, 1496 & 1231, lying and situate at Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently Rajarhat Newtown, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and morefully described in the Schedule below (Said Property).

Background, Representations, Warranties and Covenants: 5.

- Representations and Warranties Regarding Title: The Vendor has made 5.1 the following representations and given the following warranties to the Purchasers regarding title.
- Purchase by Bipin Sardar from Bipin Mondal: One Bipin Sardar 5.1.1 purchased land in

C.S. Dag No.	C.S. Khatian No.	Nature	Total Area	Area
409	461	Sali	16 decimals	08 dec.
410	461	Sali	18 decimals	09 dec.
in total 17 dec	imals more or less	of land in	Mouza - Chav	vkpachuria,
J.L. No. 33, Re	. Sa. No. 205 1/2, To	ouzi No. 14	45, Pargana - K	alikata, P.S.
Rajarhat, in the	e District North 24	Parganas,	, from one Bip	in Mondal,
son of Late Pa	ndar Mondal of Cha	awkpachur	ia, P.S. Rajarha	at presently
Rajarhat Newto	own, District North	ı 24 Parga	nas, by the str	rength of a
Ekrarnama, regi	istered on 22.11.196	8, registere	ed in the office	of the Sub-
Registrar, Coss	sipore Dum Dum, a	nd recorde	ed in Book No.	I, Volume
No. 120, Pages	112 to 114, being I	Deed No. 8	3360 for the year	ar 1968.



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5.1.2 Again Purchase by Bipin Sardar from the said Bipin Mondal: The said Bipin Sardar again purchased land in

C.S. Dag No.	C.S. Khatian No.	<u>Nature</u>	Total Area	<u>Area</u>
409	461	Sali	16 decimals	08 dec.
410	461	Sali	18 decimals	09 dec.

in total 17 decimals more or less of land in Mouza - Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently Rajarhat Newtown, in the District North 24 Parganas, from the said Bipin Mondal, by the strength of a registered Deed of Conveyance, registered on 14.07.1972, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 77, pages 79 to 80, being Deed No. 4650 for the year 1972.

5.1.3 Absolute Ownership of Bipin Sardar: Thus the said Bipin Sardar on the basis of the aforesaid two deeds, became the absolute owner of land in:

C.S. Dag No.	C.S. Khatian No.	Nature	Total Area	Area
409	461	Sali	16 decimals	16 dec.
410	461	Sali	18 decimals	18 dec.

in total 34 decimals more or less in Mouza - Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently Rajarhat Newtown, in the District North 24 Parganas.



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- 5.1.4 Demise of Bipin Sardar: The said Bipin Sardar died intestate, leaving behing his three sons namely Rampada Sardar, Gopal Sardar & Madan Sardar and five daughters namely Rani Bala Sardar, Laxmi Bala Sardar, Geni Bala Sardar & Sandhya Sardar & Other as his heirs successors in interest in respect of the aforesaid property left by the said Bipin Sardar, since deceased, and each became the owner of 1/8th share in the estate of the said Bipin Sardar, since deceased.
- Record: After demise of the said Bipin Sardar, a part of the land measuring 07 decimals more or less in C.S. Dag No. 409 corresponding to R.S. Dag No. 414, and also 06 decimals more or less in C.S. Dag No. 410 corresponding to R.S. Dag No. 415 was acquired for the Canel and rest of the land measuring 09 decimals more or less in C.S. Dag No. 409 corresponding to R.S. Dag No. 414, and land measuring 12 decimals more or less in C.S. Dag No. 410 corresponding to R.S. Dag No. 415 were wrongly recorded in the name of three brothers namely Gopal Sardar in L.R. Khatian No. 526, Rampada Sardar in L.R. Khatian No. 1496 and Madan Sardar in L.R. Khatian No. 1231 insteed of actual total share holders i.e successors of the said Bipin Sardar, since deceased.
- 5.1.6 Demise of Gopal Sardar: The said Gopal Sardar died intestate, leaving behing his only wife namely Malati Sardar and five sons namely Rabin Sardar, Kanai Sardar, Shyam Sardar, Sonai Sardar & Sundar Sardar and two daughters namely Shyamali Sardar & Jhori Sardar alias Mamoni Sardar as his heirs successors in interest in respect of the share of Gopal Sardar, since deceased in the estate of the said Bipin Sardar, since deceased, and each became the owner of 1/64th share in the estate of the said Bipin Sardar, since deceased.



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- 5.1.7 Demise of Kanai Sardar: The said Kanai Sardar died intestate, leaving behing his wife namely Kalomoti Sardar and only daughter namely Mousumi Sardar as his heirs successors in interest in respect of the share of Kanai Sardar, since deceased, in the estate of the said Bipin Sardar, since deceased, and each became the owner of 1/128th share in the estate of the said Bipin Sardar, since deceased.
- 5.1.8 Demise of Madan Sardar: The said Madan Sardar died intestate, leaving behing his two daughters namely Sefali Sardar & Dipali Sardar as his heirs successors in interest in respect of the share of Madan Sardar, since deceased, in the estate of the said Bipin Sardar, since deceased, and each became the owner of 1/16th share in the estate of the said Bipin Sardar, since deceased.
- 5.1.9 Absolute Ownership of Rabin Sardar & Others: Thus depending upon the list of successors of the said Bipin Sardar, since deceased,

the said Malati Sardar, Rabin Sardar, Kalomoti Sardar, Mousumi Sardar, Shyam Sardar, Sundar Sardar, Shyamali Sardar & Jhori Sardar alias Mamoni Sardar and Sefali Sardar & Dipali Sardar and Rampada Sardar became the absolute owners of ALL THAT piece and parcel of land in

<u>C.S.</u>	R.S.&L.R.	Nature	Total Area	Area
Dag No.	Dag No.		in decimals	in decimals
409	414	Sali	09	3.4844
410	415	Sali	12	4.3125



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in total land measuring 7.7969 decimals be the same a little more or less, under C.S. Khatian No. 461, R.S. & L.R. Khatian Nos. 526, 1496 & 1231, lying and situate at Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently Rajarhat Newtown, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas.

5.1.10 Sale by Rabin Sardar & Others to Nirmal Kanodia: The said Rabin Sardar, Malati Sardar, Kalomoti Sardar, Mousumi Sardar, Shyam Sardar, Sundar Sardar, Shyamali Sardar & Jhori Sardar alias Mamoni Sardar and Sefali Sardar & Dipali Sardar and Rampada Sardar sold, transferred and conveyed ALL THAT piece and parcel of land in

<u>C.S.</u>	R.S.&L.R.	Nature	Total Area	<u>Area</u>
Dag No.	Dag No.		in decimals	in decimals
			9	
409	414	Sali	09	3.4844
410	415	Sali	12	4.3125

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Parganas at Barasat, and recorded in Book No. I, CD Volume No.,
Pages to, being Deed No. 8225 for the year 2008.

5.1.11 Absolute Ownership of Nirmal Kanodia: Thus the said Nirmal Kanodia on the basis of the aforesaid Deed, became the absolute owner of ALL THAT piece and parcel of land in

<u>C.S.</u>	R.S.& L.R.	<u>Nature</u>	Total Area	Area
Dag No.	Dag No.	9	in decimals	in decimals
409	414	Sali	09	3.4844
410	415	Sali	12	4.3125

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- 5.1.12 Desire of Sale: The said Nirmal Kanodia decides to sell the Said Property to the present purchaser.
- 5.1.13 **Title of the Vendor**: Thus in the abovementioned circumstances and on the basis of the aforesaid deed, the vendor has become the absolute owner of the Said Property.



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- 5.1.14 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 Purchasers.
- 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.
- 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.



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- 6. Basic Understanding:
- Agreement to Sell and Purchase: The Vendor has approached the Purchaser and offered to sell the Said Property to the Purchasers and the Purchasers based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), have agreed to purchase the Said Property from the Vendor.
- 7. Transfer:
- 7.1 Hereby Made: The Vendor hereby sell, convey and transfer to the Purchasers the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property 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. 6,10,000.00 (Rupees Six lakhs Ten thousand) only paid by the Purchasers 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 Purchasers 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.



23 DEC 2000

- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and purchasers 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 purchasers, which the purchasers admit, acknowledge and accept.
- 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 purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The vendor hereby covenants that the purchasers and their heirs, 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 purchasers, 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 purchasers and their heirs, executors, administrators, representatives and assigns and / or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the purchasers and their heirs, executors, administrators, representatives and assigns and / or their successors-in-interest by reason of any defect in title of the vendor or any of the representations being found to be untrue.
- 8.7 No Objection to Mutation: The vendor declares that the purchasers can fully be entitled to mutate their names in all records of the concerned authority including Patharghata Gram Panchayet and to pay tax or taxes and all other impositions in their own names. The vendor undertakes to co-operate with the purchasers in all respect to cause mutation of the Said Property in the name of the purchasers and in this regard shall sign all documents and papers as required by the purchasers.
- 8.8 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 purchasers and / or their 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.
- 8.9 Share of Purchasers in the Said Property: In accordance with the investment, the purchaser namely Sawkat Ali Laskar will get 2/3rd undivided share and the purchaser namely Jahiruddin Molla will get 1/3rd undivided share of the said property.



Salsue MALICANIE

SCHEDULE

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

ALL THAT piece and parcel of land in

<u>C.S.</u>	R.S.&L.R.	Nature	Total Area	Area	
Dag No.	Dag No.	7	in decimals	in decimals	sethforth val
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ON THE NORTH: R.S. Dag No. 416.

ON THE SOUTH: Common Passage & Karim Laskar.

ON THE EAST : R.S. Dag No. 418.

ON THE WEST : R.S. Dag No. 413.

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:

1. [States on (2) Ed (2) 2/2 (2) 2/

2. Troistina Jag Advocate Barasat Judges count

find know

Nirmal Kanodia

Owner / Vendor

Drafted by:

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph.: 2570 8471.

Sawkof Ali Laskar

Sawkat Ali Laskar

Composed by:

Jahiruddin Molla

Jahinus Din molla

Purchasers

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.



23 DEC 2000

MEMO OF CONSIDERATION

Received Rs. 6,10,000.00 (Rupees Six lakhs Ten thousand) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein after written, from the above named purchasers.

Witnesses :-

1.[知知[八]]

2. Krishma Lag

findbondia.

Nirmal Kanodia

Owner / Vendor



Add. District Dum-nogues.

SPECIMEN FORM FOR TEN FINGER PRINTS

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	,	LEFT HAND						
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Add. District Stib-negara to

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

Endorsement For deed Number :I-14770 of :2008 (Serial No. 12399, 2008)

On 23/12/2008

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

Presented for registration at 19.16 hrs on :23/12/2008, at the Private residence by Sawkat Ali Laskar, one of the Claimants.

Admission of Execution(Under Section 58)

Execution is admitted on 23/12/2008 by

- 1. Nirmal Kanodia, son of Lt Subh Karan Lal Kanodia ,12/3 A Hungerford St Orbit Enclave Kol-17 ,Thana ., By caste Hindu, by Profession :Business
- 2. Sawkat Ali Laskar, son of Ayub Ali Laskar ,Chawkpachuria Kol-59 ,Thana Rajarhat New Town, By caste Muslim,by Profession :Business
- 3. Jahiruddin Molla, son of Jamiruddin Molla ,Chawkpachuria Kol-59 ,Thana Rajarhat New Town, By caste Muslim,by Profession :Business

Identified By Krishna Das, son of . . . Thana: ., by caste Hindu, By Profession : Advocate.

Name of the Registering officer : Abhijit Kumar Das Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 24/12/2008

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) = 14025/- on:24/12/2008

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-1275855/-

Certified that the required stamp duty of this document is Rs 63793 /- and the Stamp duty paid as: Impresive Rs- 1000

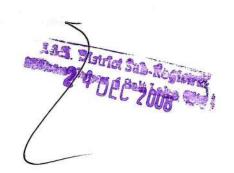
Deficit stamp duty

[Abhijit Kumar Das]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR

Govt. of West Bengal

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

Endorsement For deed Number :I-14770 of :2008 (Serial No. 12399, 2008)

Deficit stamp duty 1.Rs 32820/- is paid, by the draft number 351882, Draft Date 23/12/2008 Bank Name STATE BANK OF INDIA, Calcutta Airport, received on :24/12/2008. 2.Rs 30000/- is paid, by the draft number 351881, Draft Date 23/12/2008 Bank Name STATE BANK OF INDIA, Calcutta Airport, received on :24/12/2008.

Name of the Registering officer : Abhijit Kumar Das Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

Cus

[Abhijit Kumar Das]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR

Govt. of West Bengal

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ASS. District Sub-Register

2 4 DEC 2008

DEED OF CONVEYANCE

BETWEEN

Nirmal Kanodia
Owner / Vendor

Sawkat Ali Laskar
Jahiruddin Molla
Purchasers

Drafted by

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I. CD Volume number 14 Page from 2113 to 2136 being No 14770 for the year 2008.



(Abhijit Kumar Das) 29-December-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal