

18



9/20/03

27.2.03

03DD 042182

Handwritten notes and calculations:

200
 27.2.03
 STP 38270
 5247.00
 5247.00
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 5247.00

Ajay Dhar

Admissible under rule 21 duty
 Stamp of 614 of L. 3 Act under the
 India Stamp Act 1898 corrected
 upto 1974 under IAN 23

Fees Paid
 Fees Rs 10k
 Additional District Sub-Registrar
 Sonarpur, South 24 Pgs
 27.2.03

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 27th day of

February Two Thousand Three **BETWEEN SRI AJAY DHAR,**

son of Autar Krishna Dhar, by faith- Hindu, by occupation-
 Business, residing at 58/1, Ballygunge Circular Road, Kolkata-
 700 019, under Police Station- Ballygunge, hereinafter called and
 referred to as the **VENDOR** (which expression shall unless



03AA 999866

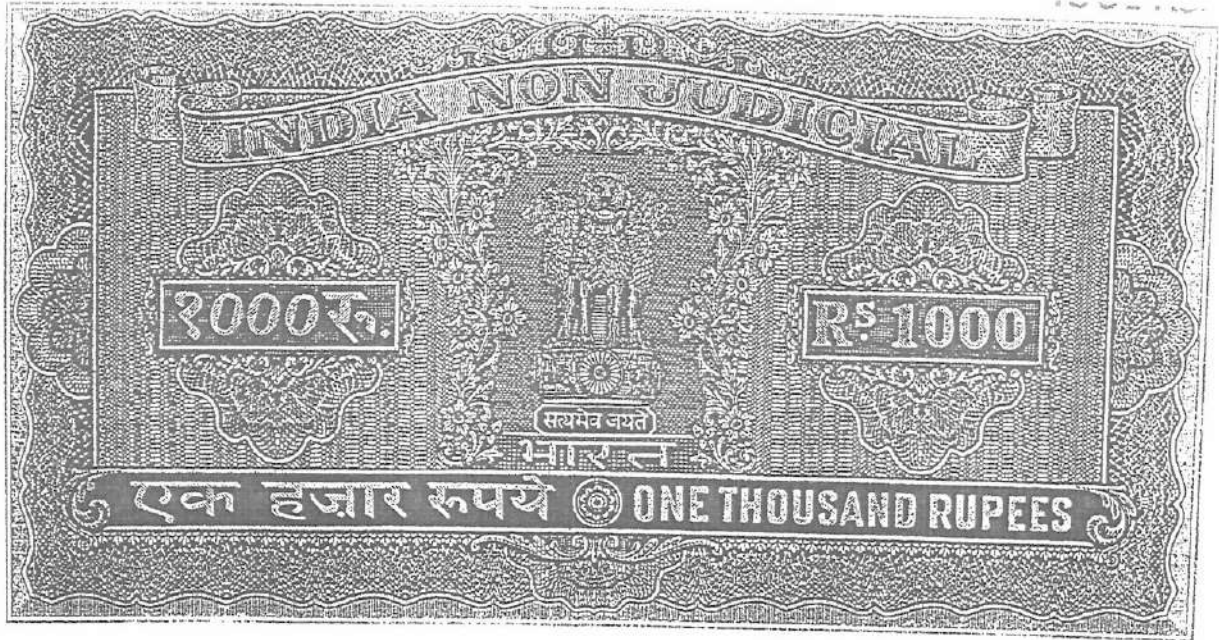
H. Jey & Sons

-(2)-

excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors administrators legal representatives and assigns) of the ONE PART.

AND

✓
S. M. A MERCHANDISE PRIVATE LIMITED 11, Lower Range, P.S. Benia Pukur, Kolkata- 700 013, proprietor ✓
SRI KISHAN MIRANIA AGARWAL, son of Sri Ram Bilas Agarwal, by



A. J. & Co.

-(3)-

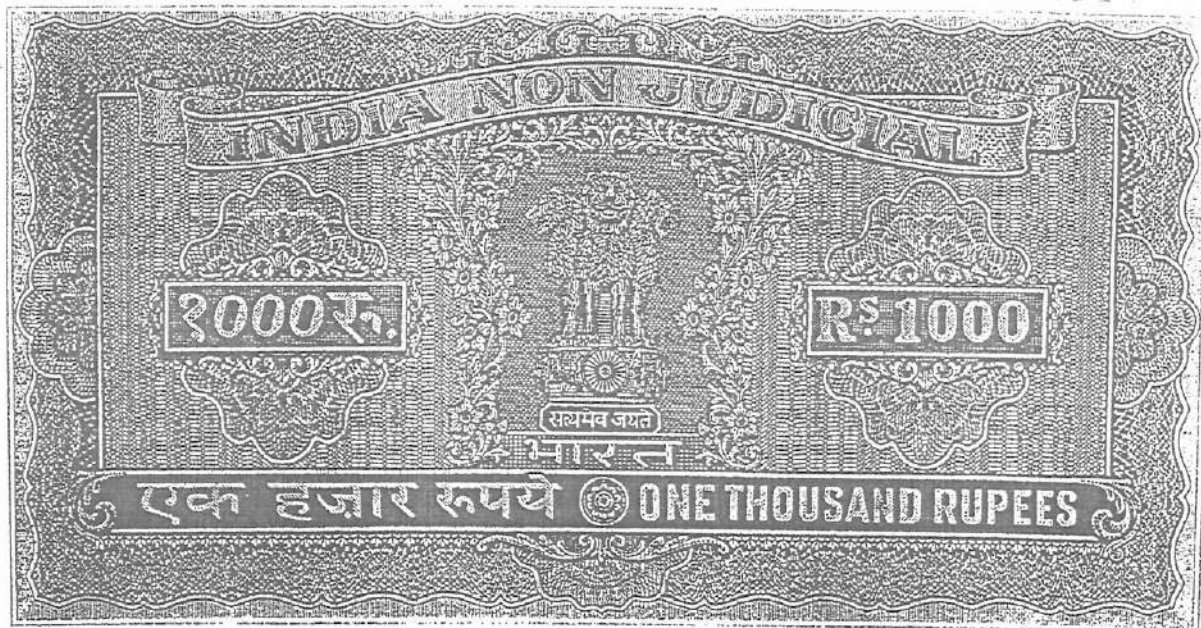
faith- Hindu, by occupation- Business, residing at Garagacha,
P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, District South
24-Parganas, hereinafter called and referred to as the
PURCHASER (which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and
include his heirs, executors, administrators, legal
representatives and assigns) of the **OTHER PART.**



AJAY S. K. S.

-(4)-

WHEREAS at all materials time and for all intents and purpose one Sri Jatindra Nath Mondal and Sri Debendranath Mondal were jointly seized and possessed of **ALL THAT** piece and parcel of rent redeemed land measuring an area of more or less 11 cottahs 6 chittaks 10 sq. ft. excepting any common passage thereto situate in the District of 24-Parganas, Pargana- Khaspur, A.D. Sub-Registry office at Sonarpur, under Collectorate Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza Garagacha, comprised in



-(5)-

Cadastral Survey Khatian No. 113. The said property was purchased by Arisar Raheman, son of Abdur Rahaman, by a Sale Deed dated 7/4/1945 (hereinafter for the sake of brevity referred to as the "erstwhile property").

AND WHEREAS while thus absolutely seized and possessed of and well and sufficiently entitled to the said property sold delivered and transferred the property in West Bengal and/or exchanged the said property and other property



Ajay S. S. S.

-(6)-

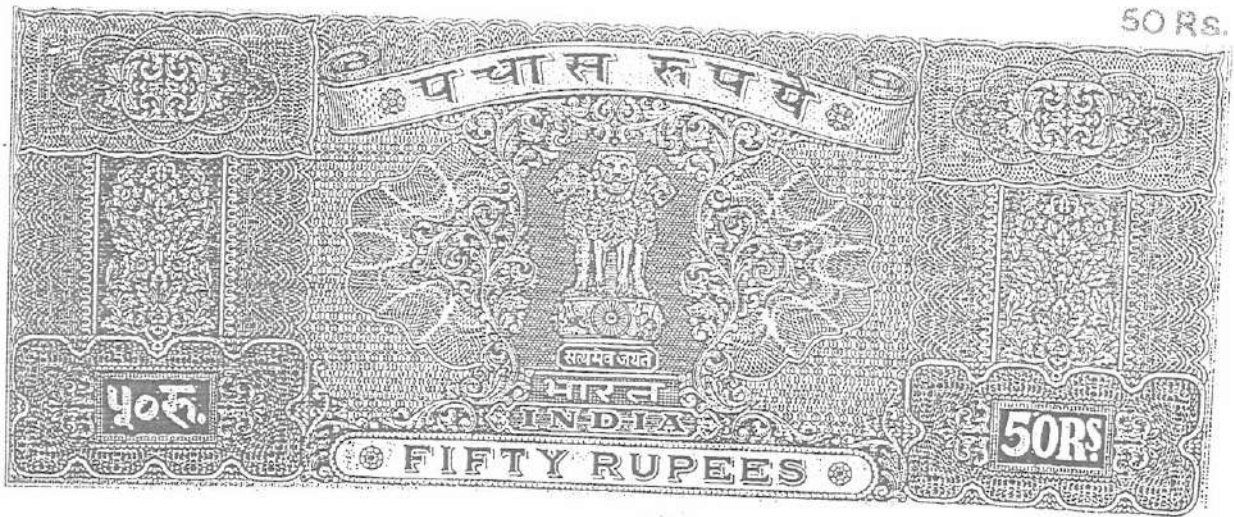
with one Smt. Sailabala Debi in Bangla Desh but in fact reality and substance the said Deed of Conveyance and/or Deed of Exchange with said Smt. Sailabala Debi was executed and registered in Bonami, that is to say. One Sri Birendra Chandra Chakraborty (Dharma Guru) of whom the said Smt. Sailabala Debi was a 'Disciple' (Bisya) and the said deed was duly registered at the Registrar of Assurance. Calcutta, in Book No. I, Volume No. 1, Pages 168 to 175, being No. 354 for the year 1950.



A Joy & Co
- (7) -

AND WHEREAS the said Sailabala Debi in the facts and circumstances was seized and possessed of the said property and was in the absolute use, enjoyment and occupation thereof save and except the said Birendra Nath Chakraborty was the Benamdar and/or name lender for Smt. Sailabala Debi.

AND WHEREAS the said Sri Birendra Nath Chakraborty by a deed of disclaimer and/or Release duly reconveyed the said property in favour of the actual owner said Smt. Sailabala Debi



Ajay S. Khan

-(8)-

which was duly registered at the Sub-Registry office at Alipore, in Book No. I, Volume No. 27, Pages 214 to 217, being No. 1478 for the year, 1962.

AND WHEREAS while thus absolutely seized and possessed of and well and sufficiently entitled to the said property the said Smt. Sailabala Debi by virtue of a Sale Deed of Conveyance dated 8th June, 1968 duly sold, transferred and conveyed the said



Ajay Kumar

:(9):

property comprised in C.S. Khatian No. 113, Dag No. 81 for an area measuring 11 cottahs 6 chittaks 10 Sq.ft. more or less with common passage to one Sri Sashanka Kiran Roy, son of Late Kamini Mohan Roy which was executed and registered at the District Registry office Alipore, in Book No. 1, Deed No. 3775 for the year 1968 for valuable consideration mentioned therein.

Ajoy Kar

AND WHEREAS the said Sri Sashanka Kiran Roy by a sale deed dated 25th day of July, 1968 corresponding to 11th day of Ashar, 1378 B.S. and registered at the District Registry office at Alipore in Book No. 1, Deed No. 4216 for the year 1968 duly sold, delivered and transferred an area of land measuring 11 Cottahs 6 Chittaks 10 Sft. with common passage for valuable consideration to one Smt. Sandhya Rani Kar, wife of Sri Birendra Chandra Kar of 62A, Baithak Khana Bazar Road, Calcutta- 700 009.

AND WHEREAS the Vendor thus became absolutely seized and possessed of and entitled to the said plot of land and being sali land measuring more or less 5 Cottahs 4 Chittaks 25 sq.ft. including any common passage in the District of 24-Parganas, P.S. & A.D.S.R. office at Sonarpur, Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza- Garagacha, under C.S. Khatian No. 113, C.S. Dag No. 81, corresponding to R.S. Khatian No. 88 Dag No. 81 (more particularly mentioned and described in the Schedule hereunder written) and for the sake of brevity referred to as the said property.

AND WHEREAS the said Sandhya Rani Kar by a Sale Deed dated 8th day of February 1991 and registered at the District Registry office Alipore in Book No. 1, Volume No. 251, Pages No. 291 to 302 being deed No. 15354 for the year 1991 duly sold

Ajay Dhar

delivered and transferred an area 5 cottahs 4 chittak 25 sq.ft. with common passage for valuable consideration to said Sri Ajay Dhar son of Late Autar Krishna Dhar referred to herein as the Vendor.

AND WHEREAS the vendor as such absolute owner of the said property declare to sell an area measuring 4 cottahs 5 chittaks 25 sq.ft. out of 5 cottahs 4 chittaks 25 sq.ft. described hereinabove and particularly mentioned and described in the Schedule hereunder written and further that the Vendor shall have no right on the 12¹/₂ ft. wide and 54' ft. length common passage in front of the land to be conveyed by this indenture and the purchaser herein coming to know of the said offer accepted and agreed to purchase the said plot of land at or for the consideration fixed at Rs. 4,78,000/- (Rupees Four Lakh Seventy Eight Thousand) only free from all encumbrances.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said agreement and in consideration of the said sum of Rs. 4,78,000/- (Rupees Four Lakh Seventy Eight Thousand) only of the lawful money paid by the purchaser to the vendor as per memo of consideration hereinbelow written (the receipt whereof the vendor hereby acknowledge and of and from the same and every part thereof absolutely acquit, release,

Handwritten signature and initials, possibly "A. J. G." or similar.

exonerate, the purchaser and the said property), the vendor doth hereby absolutely and indefeasibly sell, grant, convey, transfer, assign and assure ALL THAT land measuring 4 cottahs 5 chittack 25 sq.ft. out of 5 cottahs 4 chittaks 25 sq.ft. be the same a little more or less and delivered possession thereof at and being part of C.S. Dag No. 81 under C.S. Khatian No. 113 corresponding to R.S. Dag No. 81, R.S. Khatian No. 88 of Mouza Garagacha, J.L. No. 45, R.S. No. 41, P.S. Sonarpur, District 24-Parganas, and all sorts of easement rights thereto more particularly mentioned and described in the Schedule hereunder written and delineated in the site map or plan annexed hereto in RED border line thereon as part and parcel of this Indenture free from all sorts of encumbrances OR HOWSOEVER OTHERWISE the said land hereditaments and premises and every part thereof is or are or at any time heretofore was or were situated butted bounded called known numbered or distinguished belonging or usually held used occupied enjoyed or reputed to belong and all ways, paths, passage, drains, lighting, privileges, easements, appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining to be part and parcel or number thereof which now is or are heretofore were or was held or occupied or enjoyed therewith and the reversion or reversions remainder or remainders and all

Ajoy Kumar

the rents, issues and profits thereof and right, title, interest, claim and demand whatsoever of the vendor into and out of land upon the said land hereditaments and premises and every part thereof will all deeds, documents and muniments of title relating to the same **TO HAVE AND TO HOLD** the said land hereditaments and premises here hereinbefore expressed to be hereby granted, conveyed, transferred and assured or expressed or intended to be so unto the purchaser absolutely and forever free from all encumbrances, and **BE IT MENTIONED** that the vendor has acquired absolute full right power and authority of the said property hereby transferred and conveyed and the Vendor hereby covenant with the purchaser that the vendor have good right, full power and absolute authority to grant, convey, transfer, assure and assign the said property and every part thereof unto the purchaser in the manner aforesaid and the purchaser shall or may at all times hereafter peaceably and quietly own possess and enjoy the same and every part thereof and receive and realise the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever by the vendor or any person claiming lawfully or equitably through under or in trust for the vendor and that free and clear and freely and clearly and absolutely acquitted exonerated and released or other wise by and at the cost and expenses of the Vendor well and sufficiently indemnified of from

Ajoy Kumar

and against all manner of claims charges liens, debts, attachments and encumbrances, whatsoever created made done occasioned or suffered by the vendor or by any person or persons claiming as aforesaid and the vendor do hereby further covenant with the purchaser that the vendor and all persons having lawfully or equitably claiming through under or in trust for the vendor as aforesaid shall and will from time to time and at times hereafter at the request and cost of the purchaser or person or persons requiring the same to be caused or done or executed all such acts, deeds, matters and things for further better and more peacefully perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of sali land measuring more or less 4 cottahs 5 chittack 25 sq.ft. be the same a little more or less lying at or situate in the District of 24-Parganas (South), P.S. & Sub-Registry Office at Sonarpur, Pargana- Khaspur, District Collectorate Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza-Garagacha, comprised in C.S. Khatian No. 113, C.S. Dag No. 79, corresponding to R.S. Dag No. 81, appertaining to R.S. Khatian No. 88, TOGETHER WITH all sorts of rights, delineated in the site

(15) :-

5/2
A. G.

map or plan annexed hereto in RED border line Plan Plot No. 5 as part and parcel of this Indenture OR HOWSOEVER OTHERWISE the said land hereditaments and premises and butted and bounded in the manner following :-

- North : 25' ft wide road.
- South : Part of R.S. Dag No. 85.
- East : Part of R.S. Dag No. 81.
- West : Scheme Plot No. 6, 7.

IN WITNESS WHEREOF the Vendor hereunto set and subscribed his hand and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of
WITNESSES :-

1. *Simal Ch Mondal*
Dist Birga, Garis
Cal - 84

2. *Gagan Gura Gattip*
of Rohamayapur
Garis Cal - 84

Ajay Dhars

SIGNATURE OF THE VENDOR

-(16)-

Ajoy Ghosh

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned consideration amount as per memo below :-

Paid by Cash on this day

Rs. 4,78,000/-

(Rupees Four Lakh Seventy Eight Thousand Only)

WITNESSES :-

1. *Simal Ghosh*
East-Bidger, Garin
Cal-84

2. *Gagan Chandra Chatterjee*
of Mohanagar
Garin, Cal-84

Ajoy Ghosh
SIGNATURE OF THE VENDOR

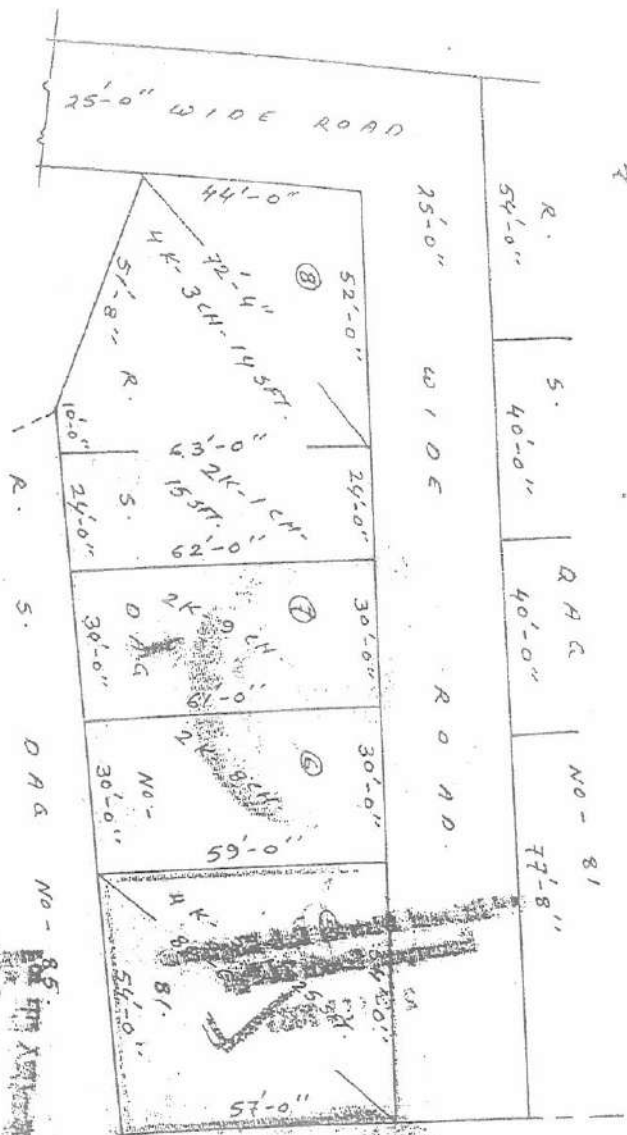
Prepared and Drafted by :-

Gagan Chandra Chatterjee
(GAGAN CHANDRA CHATTERJEE)
Li-25 31/9/19 Deed Writer

A.D.S.R.O. Sonarpur,
24-Parganas (South).
Computer Print by :-

(PRADIP BAIDYA)
Sonarpur R.K. Pally
24- Parganas (South)

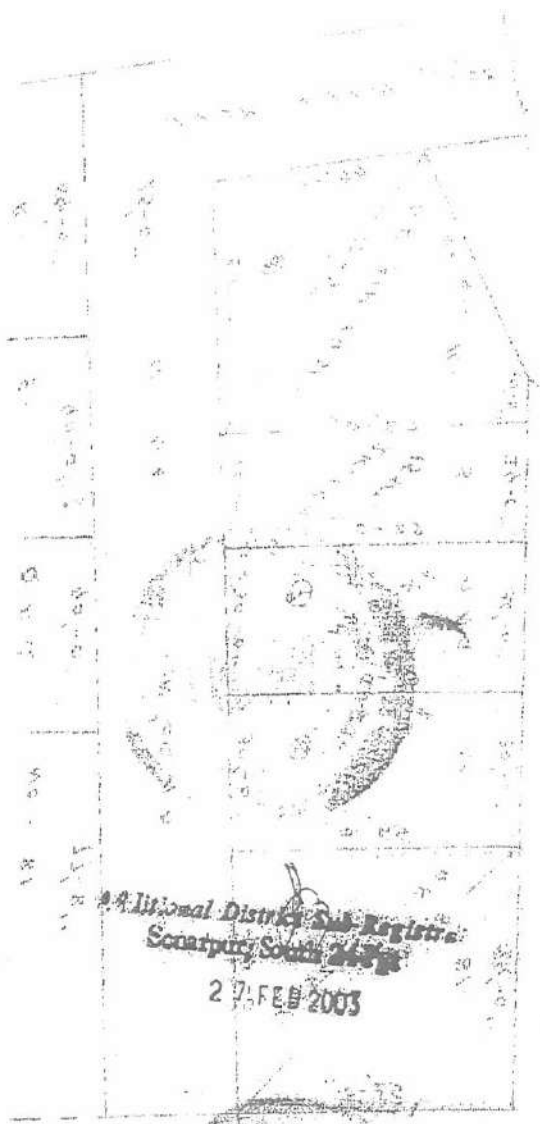
SITE PLAN OF R.S. DAG NO-81, C.S. DAG NO-79, AT
 MOUZA-GARAGACHHA, J.L. NO-45, R.S. KH. NO-88, C.S.
 KH. NO-113, P.S.- SONAR PUR, DIST- 24 PGS(S) WARD NO-1,
 UNDER- RAJ PUR- SONAR PUR MUNICIPALITY, SCALE:- 1"=33'-0"



Ajay & Sons

Registered Surveyor
 Rajpur, Dist. Sonar Pur

For the Surveyor
 Rajpur, Dist. Sonar Pur
 No. 81
 Date: 15/11/84
 Surveyor
 No. 81-84



Additional District Sub-Registrar
 Secapuri, South 24 P.W.
 27 FEB 2003

Additional District Sub-Registrar
 Secapuri, South 24 P.W.
 20/3/03

Book No. 1233
 Volume 1
 Page 1862
 Being to ...
 for the year 2003