

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS INDENTURE OF CONVEYANCE is made this the 29 15 day of June 2010

(Two Thousand and Ten) BETWEEN MRS. KAMALA DEVI Wife of Basant

Vanda Dist

Government of Wast Bengal Department of Finance (Revenue), Directorate of Registration and Stamp Revenue Office of the D.S.R.-IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 04435 / 2010, Deed No. (Book - I , 04999/2010)

I . Signature of the Presentant

Signature with date
Komola Decii
29/6/70

II . Signature of the person(s) admitting the Execution at Office,

Si No. Admission of Execution By Status Photo Finger Print Signature

Self

1 Kamala Devi Address -Sevok Rd, Thana:-Slliguri, District:-Darjeeling, WEST BENGAL, India, P.O.:-

LTI

Komola Bui

29/06/2010

29/06/2010

Name of Identifier of above Person(s)

Sudip Basu Alipore Police Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027 Signature of Identifier with Date

Sudip Busc 29/6/10

PAPER TO THE PARENT OF THE PAR

Page 1 of 1

29/06/2010

(Dried ChandraSaha)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS



Government Of West Bengal

Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 04999 of 2010 (Serial No. 04435 of 2010)

On 29/06/2010

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Fee Paid in rupees under article: A(1) = 10725/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 29/06/2010

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-975643/-

Certified that the required stamp duty of this document is Rs.- 58549 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

29/06/2

- Rs. 48300/- is paid, by the draft number 147374, Draft Date 08/05/2010, Bank Name State Bank of India, CHOWRINGHEE, received on 29/06/2010
- Rs. 5300/- is paid, by the draft number 227763, Draft Date 28/06/2010, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 29/06/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 12.06 hrs on :29/06/2010, at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Kamala Devi ,Executant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 29/06/2010 by:

 Kamala Devi, wife of Basant Kumar, Sevok Rd, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O.:-, By Caste Hindu, By Profession: House wife

Identified By Sudip Basu, son of ., Alipore Police Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700027, By Caste: Hindu, By Profession: Advocate.

(Dulai Chandra Saha) DISTRICT SUB-REGISTRAR-IV

(Dulal ChandraSaha)
DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 17 Page from 4570 to 4585 being No 04999 for the year 2010.



(Dulai ChandraSaha) 29-June-2010 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal Kumar, by religion Hindu, by Nationality Indian, by occupation House wife, residing at Sevok Road, Police Station Siliguri, District Darjeeling, West Bengal, hereinafter called and referred to as the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, administrators, legal representatives and assigns) of the of the <u>ONE_PART</u>:

A N D

K M A COMMODOTIES PVT. LTD. a Company within the meaning of the Companies Act, 1956, having its Registered Office at 11, Lower Range, Kolkata-700017, police Station- Beniapukur, represented by its one of the Director, MR. KISHAN M. AGARWAL son of Mr. Rambilas Agarwal, by faith Hindu, by Nationality Indian, by occupation Business, residing at 36/1B, Elgin Road, Police Station Bhawanipore, Kolkata-700020, 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 its successors—in-office, executors, administrators, legal representatives and assigns) of the OTHER PART:-

WHEREAS by and under a deed of Sale registered at the Office of the Registrar of Assurances, Kolkata, on 26.11.1949, recorded in Book No. I, Volume No.16, copied at Pages 168 to 175, Being No.354 for the year 1950 one Smt Sailabala Debi Wife of Late Aswini Kumar Das purchased Sali Land measuring an area 16 Cottahs 12 Chittaks 27 Square Feet be the same a little more or less Sali Land as benamder comprised in C.S. Dag No.79 under C.S. Khatian No.13 of Mouza Garagachha, J.L. No.45, Touzi No.56. Police Station Sonarpur, Parganas Khaspur, District 24-Parganas now 24-Parganas (South) and possessed of and enjoyed the said property without any hindrance and encumbrances.

AND WHEREAS the said property was made benami, by the said Smt. Sailabala Debi and one Birendra Chakraborty, Dharmaguru was the name lender of the said property. Thereafter, the said Birendra Chakraborty by virtue of a Deed of Release and Relinquishment, duly registered at the office of Sub-Registrar,24-Parganas at Alipore, recorded in Book No. I, Volume No. 27, copied at Pages 214 to 217, Being No.1478 for the year 1962 released the said property in favour of said Sailabala Debi and thus the said Sailabala Debi became the sole and absolute owner or otherwise well and sufficiently entitled to the said property.

AND WHEREAS during the enjoyment of the aforesaid property, said Smt. Sailabala Debi sold, transferred and conveyed the said property to one Sasanka Kiran Roy Son of Late Kamini Mohon Roy, by and under a Deed of Sale registered at the Office of the District Sub-Registrar, 24-Parganas at Alipore being recorded in Book No. I, Volume No.116, copied at Pages 62 to 66, Being No.3775 for the year 1968.

AND WHEREAS said Sasanka Kiran Roy while being seized and possessed of the aforesaid property measuring an area 16 Cottahs 11 Chittaks 27 Square Feet be the same a little more or less for ever sold, transferred and conveyed the same, by way of a Deed of Kobala dated 24.02.1976, which was duly registered at the Office of the District Sub-Registrar, 24-Parganas at Alipore and recorded in Book No. I, Volume No.15, copied at Pages 58 to 62, Being No.672 for the year 1976 unto and in favour of M/S. Modern Engineering company, a partnership firm.

AND WHEREAS by virtue of the aforesaid purchase said M/S. Modern Engineering Company became the owner of the same and as such owner, they developed and divided the said property into several plots with road and/or common passage and there after the said M/S. Modern Engineering Company sold, transferred and conveyed ALL THAT piece and parcel of plot of land measuring an area 05 Cottahs 43 Square Feet be the same

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No.81 under R.S. Khatian No.88 at Mouza Garagachha, P.S. Sonerpur in favour of Smt. Bimala Debi Wife of Kedar Nath, by and under a Deed of Sale registered at the Office of the District Sub-Registrar, 24-Parganas (South) at Alipore, recorded in Book No. I, Volume No.55, copied at Pages 60 to 71, Being No.4742 for the year 1991 and the said Deed of Sale was confirmed by one Jahar Sardar as a confirming Party.

AND WHEREAS the said M/S. Modern Engineering Company, by and under another indenture dated 27.03.1991 which was registered in the office of the District Sub-Registrar, 24-Parganas (South) at Alipore and recorded in Book No. I, Volume No.55, copied at Pages 85 to 96, Being No.4744 for the year 1991, sold, transferred and conveyed another plot of land measuring an area 05 Cottahs 13 Chiftaks 27 Square Feet be the same a little more or less unto and in favour of Smt. Kamala Debi Wife of Basant Kumar.

AND WHEREAS by and under a Deed of Conveyance dated 30.03.1992 said Bimala Debi sold, transferred and conveyed an area measuring 04 Cottahs 03 Chittaks more or less out of her said plot of land measuring 05 Cottahs 43 Square Feet be the same a little more or less in favour of Sri Tamal Kanti Dutta for a valuable consideration and the said Deed of Conveyance was registered at the office of the District Sub-Registrar, Alipore being recorded in Book No. I, Volume No.110, copied at Pages 293 to 305, Being No.5860 for the year 1992.

AND WHEREAS by and under a Deed of sale Bimala Debi and Kamala Devi jointly sold, transferred and conveyed ALL THAT piece and parcel of land measuring 04 Cottahs 03 Chittaks be the same a little more or less unto and in favour of Smt Tanusree Ganguly Wife of Prabudha Gangully wherein said Bimala Debi sold, transferred and conveyed the remaining portion of her aforesaid plot of land measuring 13 Chittaks 43

Square Feet more or less and said Kamala Devi sold, transferred and conveyed an area measuring 03 Cottahs 05 Chittaks 02 Square Feet more or less out of 05 Cottahs 13 Chittaks 27 Square Feet and the said Deed of Conveyance was duly registered at the office of the District Sub-Registrar, 24-parganas (South) at Alipore and recorded in Book No. I, Volume No.75, copied at Pages 84 to 97, Being No.4028 for the year 1993.

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AND WHEREAS in the premises said Smt. Kamala Debi, the vendor herein has been possessing and enjoying the remaining portion of land measuring 02 Cottahs 08 Chittaks 25 Square Feet be the same a little more or less comprised in C.S. Dag No.79 under C.S. Khatian No.13, R.S. Dag No.81 under R.S. Khatian No.88 Mouza Garagachha, J.L. No.45, Touzi No.56, Police Station Sonarpur, Pargana Khaspur, District South 24-Parganas without any hindrance and encumbrances.

AND WHEREAS the vendor hereto in urgent need of money offered to sell transfer and convey ALL THAT piece and parcel of land measuring an area 02 Cottahs 08 Chittaks 25 Square Feet be the same a little more or less comprised C.S. Dag No.79 under C.S. Khatian No.13, R.S. Dag No.81 under R.S. Khatian No.88 Mouza Garagachha, J.L. No.45, Touzi No.56, Police Station Sonarpour, Pargana Khaspur, District South 24-Parganas more fully mentioned and described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said property") at or for the total price and/or consideration of Rs 2,05,000.00 (Rupees two lack five thousand) only and the Purchaser herein has agreed to purchase the said property at or for the above mentioned consideration free from all encumbrances and attachments whatsoever.

NOW THIS INDENTURE WITNESSES AS FOLLOWS;

In pursuance of the said agreement and in consideration of the said sum of Rs 2,05,000.00 (Rupees two lack five thousand) only in full paid to the Vendor by the Purchaser (the receipt where of the vendor doth hereby acknowledge and of and from the

same and every part thereof acquit and release the purchaser and the said property) the vendor doth hereby absolutely and indefeasibly grant, transfer, convey, assign and assure unto the purchaser ALL THAT piece and parcel of land measuring an area 02 Cottahs 08 Chittaks 25 Square Feet be the same a little more or less comprised in C.S. Dag No.79 under C.S. Khatian No.13, R.S. Dag No.81 under R.S. Khatian No.88 Mouza Garagachha, J.L. No.45, Touzi No.56, Police Station-Sonarpur, Pargana Khaspur, District South 24-Parganas more fully mentioned and described in the schedule hereunder written and more particularly shown and delineated in the site map or plan annexed hereto OR HOWSOEVER OTHER WISE the same is or was situated butted described enjoyed or reputed to belong or to be appurtenant thereto and all the estate right, title interest use, possession and inheritance trust claim and demand whatsoever both at law and in equity of the vendor into and upon the said property and reversion or reversions remainder or remainders and all the rents issues and profit according to the true nature and tenure thereof and every part thereof together with water courses ways paths common passage thereto belonging or appertaining thereto or held or occupied therewith or whatsoever and every manner or former and present right liberties, privileges easements advantages and appurtenances whatsoever belonging or in anywise appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and all deeds pattahs muniments writings and evidences of title whatsoever in anywise exclusively relating to or concerning the said property TO HAVE AND TO HOLD the same hereby granted transferred assigned assured and conveyed or expressed or intended so to be unto and to the use of the purchaser absolutely and forever and for an indefeasible title of inheritance in fee simple in possession free from all and every nature of encumbrances attachments charges lien, lispendens, claims, demands liabilities and trust whatsoever but nevertheless subject to payment of municipal rates, ground rent and taxes as applicable.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the vendor or her predecessor in title or interest done or executed or knowingly suffered to the contrary the vendor is lawfully and absolutely entitled to the said land and that the vendor has a good valid title to grant, sell convey assure transfer and assign the said property hereby granted, sold, conveyed and transferred or expressed or to be unto and to the use of the purchaser for a perfect title without any manner of dispute or hindrance or condition or use trust or other such things to alter defeat encumber or make void the same.
- b) The purchaser shall and may at all times hereafter peaceably and quietly own possess and enjoy the said property here by granted and receive the rents issues and profits there from without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any estate or interest from under or in trust for the vendor.
 - c) The vendor shall keep the purchaser free and clear freely and clearly and absolutely acquitted exonerated discharged and released and save harmless and keep indemnified the purchaser against all estate claims demands charges mortgages, liens lispendens debts, hypothecations attachments and encumbrances whatsoever made or suffered by the vendor or any person or persons lawfully or equitably claiming from under or in trust for the vendor as aforesaid.
 - d) The vendor having lawfully or claiming equitably any estate or interest whatsoever in the said property hereby conveyed and granted or any part thereof from under or in trust for the vendor shall and will from time to time and 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

matters and things whatsoever for further better and more the true intent and meaning of these presents as shall or may be reasonably required.

e). That the vendor on this day with the execution of this Deed handovers and delivers the peaceful khas vacant possession of the property hereby conveyed unto and to the Purchaser herein and the Vendor also delivers the title Deed, link deeds and other documents and writings in respect of the said property in favour of the Purchaser herein.

f). That the vendor doth hereby accorded her consent to the purchaser for mutation of the said property in the office of the B.L.& L.R.O. Municipal office and all Other Government and/or Semi Government Office and/or other statutory body and/or authority concern.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring an area 02 Cottahs 08 Chittaks 25 Square Feet be the same a little more or less comprised in C.S. Dag No.79 under C.S. Khatian No.13, R.S. Dag No.81 under R.S. Khatian No.88 at Mouza Garagachha, J.L. No.45, Touzi No.56, Police Station Sonarpur, Pargana Khaspur, District South 24-Parganas, at present within the limits of Rajpur-Sonarpur Municipality TOGETHER WITH all other benefits, facilities and advantages attached therein or thereto and all sorts of easement rights over the common passage/road and more particularly shown and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this Indenture and butted and bounded in the manner following:-

ON THE NORTH: 25" wide Common passage

ON THE SOUTH: - Part of Dag No.85.

ON THE EAST: Part of Dag No.81

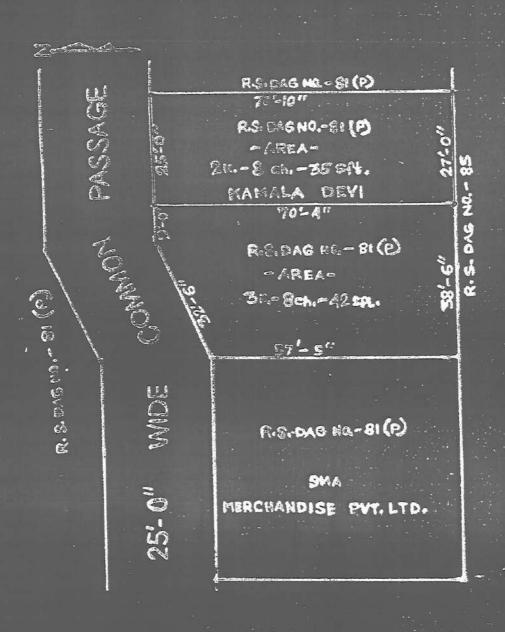
ON THE WEST:- Part of Dag No.81.

SITE PLAN OF PART OF B.S. DIV. NO. -45. UNDER - RAJPUR
BS. MOUZA-GARAGACHA. J.L. NO. -45. UNDER - RAJPUR
"SONARPUR MUNICIPALITY, WARD NO. 1. HOLDING NO. -266

P.S. - SONARPUR, DIST - 24.000 (S).

AREA OF LAND - 24.000 (S).

SCALE-1"=16'



IN WITNESS WHEREOF the vendor hereunto have set and subscribed her hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED

IN THE PRESENCE OF

WITNESSES:-

Sudip Bosses
Admocali
Aupore foice count
tool-700027.

Abdul Ahid Sarvar 17. Been Bogan low Nol-17.

Komola Devi

SIGNATURE OF THE VENDOR

RECEIVED from the within named purchaser the within mentioned sum of Rs.2,05,000.00 (Rupees two lack five thousand) only being full and final consideration amount as per Memo below: -

MEMO OF CONSIDERATION

By A/C payee Cheque being cheque no. 661272

(Rupees two lack five thousand) only

Kamala Devi

SIGNATURE OF THE VENDOR

Drafted, prepared & printed by me, at my office.

JIARAT ALI],

Advocate,

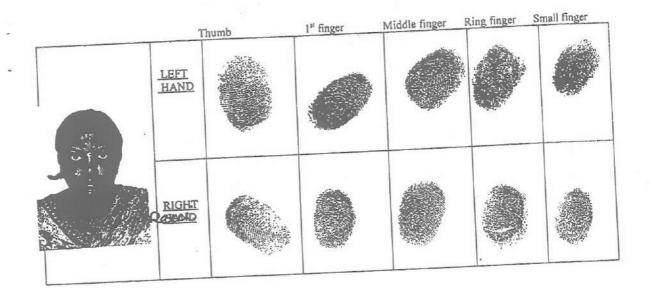
Calcutta High Court

Office:

LARICA BUSINESS CENTRE,

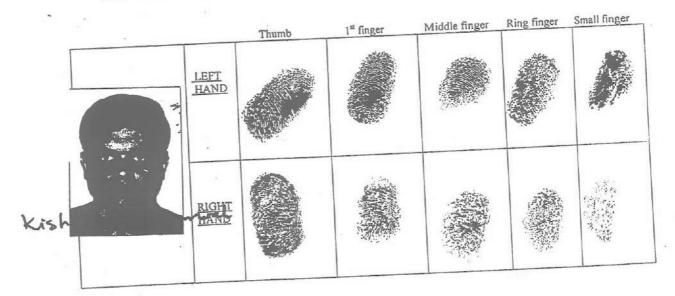
7, Red Cross Place, Room No.1,

Ground floor, Kolkata 700001.



Name

Signature Kamola Dessi



Name .

Signature Kighan M Agarnal