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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

17/11/08

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भारतीय गैर न्यायिक स्टंप, भारत  
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Rambhadr Agarwal

Book No. 500  
 Date 12-11-08  
 Rambhadr Agarwal



Rambhadr Agarwal

14-Parganas (South)

THIS INDENTURE MADE this the 17<sup>th</sup> day of November 2008  
 (Two Thousand and Eight) BETWEEN M/S. MODERN ENGINEERING CO.

a partnership firm having its Head Office at 15, Telipara lane, Kolkata 700031, being represented by its Directors (1) SMT. PURNIMA MITRA wife of Sri Kanai Lal Mitra, (2) SRI ATAL BIHARI KAYAL, son of Mohan Lal Kayal, 3) SRI BIMAL KUMAR MITRA son of Sri Basanta Kumar Mitra all by faith Hindu, by Nationality Indian, by occupation Business, all residing at 15, Telipara lane, Kolkata 700031, hereinafter called and referred to as the VENDOR (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 ONE PART :-The said Directors hereby represented by their Lawful Attorney MR. RAMBILAS AGARWALA Son of Late Gulab Chand Agarwala, by faith Hindu, by Nationality Indian, by occupation Business, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata 700020, Police Station Bhawanipore.

AND

MR. BISHAN MIRANIA AGARWAL Son of Mr. Rambilas Agarwal, by faith Hindu, by Nationality Indian, by occupation Business, residing at 36/1B Lala Lajpat Rai Sarani, Police Station Bhowanipore, 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 heirs, executors, legal representatives and assigns) of the OTHER PART:-

WHEREAS at all material time and all intent and purpose Satish Chandra Mondal and Jatish Chandra Mondal was the owners of land comprised in R.S. Dag No.80 under R.S. Khatian No.31 at Mouza Garagacha, J.L. No.45, Police Station Sonarpur, District 24-Parganas now 24-Parganas (South) within the local limits of the Rajpur-Sonarpur Municipality and while seized and possessed the aforesaid property along with other property the said Satish Chandra Mondal and Jatish Chandra Mondal by and under a registered Deed of Kowala dated 10.02.1986 sold, transferred and conveyed ALL THE

piece and parcel of land measuring 26 Decimals more or less comprised in R.S. Dag No.80 under R.S. Khatian No.31 at Mouza Garagacha, J.L. No.45 unto and in favour of Modern Engineering Company, a partnership firm having its registered office at 15, Telipapra Lane, Kolkata 700031 and the said Deed was duly registered in the office of the Sub-Registrar at Sonarpur and recorded in Book No.I, Volume No.12, Pages 52 to 54, Being No.442 for the year 1976 and similarly the said Company also purchased an area 49 Decimals comprised in R.S. Dag No.80 under R.S. Khatian No.31 at Mouza Garagacha, J.L. No.45 from its erstwhile owners Barada Prasad Mondal, Muktararam Mondal, Nityananda Mondal, Smt. Kamalabala Mondal, Bijay Kumar Mondal, Ajay Kumar Mondal, Avay Chandra Mondal and Shailendra Nath Mondal by and under a Deed of Koibala dated 20.07.1976 and the said Deed was duly registered at A.D.S.R. Sonarpur office and recorded in Book No.I, Volume No.17, Pages 36 to 40, Being No.760 for the year 1976.

AND WHEREAS by virtue of the aforesaid purchase the said Modern Engineering Company became the owner of ALL THAT piece and parcel of land measuring 75 Decimals ~~comprised in R.S. Dag No.80 under R.S. Khatian No.31 at Mouza Garagacha, J.L. No.45, Police Station Sonarpur, District 24-Parganas (South)~~ within the local limits of the Rajpur-Sonarpur Municipality and had been possessing and enjoying the same by executing a General Power of Attorney dated 23.12.1992 unto and in favour of Rambilas Agarwal and the said Deed was duly registered at the office of the District Registrar at Alipore and recorded in Book No. IV, Being No.826 for the year 1992.

AND WHEREAS the said Rambilas Agarwal on behalf of the said M/S. Modern Engineering Company developed ALL THAT the said Land and divided into several plots and sold out some portion out of the aforesaid property and remained in remaining portion of land and has been possessing and enjoying the same on paying the rates and taxes to the authority concern

AND WHEREAS thus the vendor hereto in urgent need of money offered to sell transfer and convey ALL THAT piece and parcel of land measuring an area 01 Cottahs 15 Chittaks 13 Square Feet more or less comprised in part of R.S. Dag No.80 under R.S. Khatian No.31 Mouza Garagachha, J.L. No.45, Pargana Khaspur, Touzi No.56, Police Station Sonarpur, 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.90,000/- (Rupees ninety 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.90,000/- (Rupees ninety 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 ALL THAT piece and parcel of land measuring an area 01 Cottahs 15 Chittaks 13 Square Feet more or less comprised in part of R.S. Dag No.80 under R.S. Khatian No.31 Mouza Garagachha, J.L. No.45, Pargana Khaspur, Touzi No.56, Police Station Sonarpur, 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 their 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 its 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 and also the vendor authorized and empowered the purchaser to connect the drainage and sewerage connection to their main drain.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of Sali land measuring an area 01 Cottahs 15 Chittaks 13 Square Feet more or less comprised in part of R.S. Dag No.80 under R.S. Khatian No.31

Mouza Garagachha, J.L. No.45, Pargana Khaspur, Touzi No.56, Police Station Sonarpur, District South 24-Parganas at present within the limits of Ward No. 01 of Rajpur-Sonarpur Municipality TOGETHER WITH all benefits, facilities and advantages and all sorts of easement rights attached therein or thereto and the said plot is 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 :- Part of Dag No.80.

ON THE SOUTH:- Part of Dag No.80.

ON THE EAST :- Part of Dag No.80.

ON THE WEST:- Part of Dag No.80.

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 Bandy  
Advocate  
Aapne, Cal-27

X. A. Hossain  
District Court  
Cal-27.

Rambhela Agarwala  
as the lawful constituted  
attorney on behalf of  
Modern Engineering Company.

SIGNATURE OF THE VENDOR

RECEIVED from the within named purchaser the within mentioned sum of Rs.90,000/- (Rupees ninety thousand) only being full and final consideration amount as per Memo below :-

MEMO OF CONSIDERATION

By cheque being cheque No.112093  
dated 06.11.2008 drawn on S.B.I., Kolkata ..... Rs. Rs.90,000/-

(Rupees ninety thousand) only

WITNESSES :

*Sudip Bose*  
Advocate

*X. A. Hussain*

*Rambhadr Agarwala*

SIGNATURE OF THE VENDOR

Drafted, prepared, read  
over & explained by me,  
at my office.

*J. Ali*

[JIARAT ALI].

Advocate.

LARICA BUSINESS CENTRE,  
7, Red Cross Place, Room No.1,  
Ground floor, Kolkata 700001.  
Computer printed :



NO. 80, B.S.

BARACHHA,

UNDER

*Barachha.*  
*United*  
*Group Company.*

**GOVERNMENT OF WEST BENGAL**  
**Office of the D.S.R.-IV SOUTH 24-PARGANAS**  
**Market Value / Chargeability Assessment Slip**

Query No / Year: 000163 / 2009  
 Applicant Name: Sanjay Ghatak  
 Date of Deed: [0601]Exchange  
 1/ V. of the property of: Rs.1,69,326/-  
 Applicant Status: Advocate  
 Query Date: 24/02/2009











Stamp Duty Payable: Rs.10,160/-  
 Stamp Duty: Schedule 1A, Article- 31  
 Registration Fee: Rs.1,891/-  
 Registration Fee Article: A(1),H,M(b)

Sch No	Plot No	Land Use		Area	Set Forth Value (Rs.)	Market Value (Rs.)	Depreciation / Appreciation
		Proposed	ROR				
Dist.-South 24-Parganas, P.S.-Sonarpur, Muni.-RAJPUR-SONARPUR, Mouza-Barhans Fartabad							
1	1516	Bastu	Bastu	0.125 Ktha	35,000/-	47,617/-	Property is on Road,
1	1521	Bastu	Bastu	0.4445 Ktha	70,000/-	1,69,326/-	Property is on Road,
1	1784	Bastu	Bastu	0.2948 Ktha	35,000/-	72,193/-	AR-8.00 Ft.

1 AR-Approach Road,BD-Bargadar, Dec--Decimal, Kth--Katha,Fl No-Floor No,Dist-District,P,S-Police Station,Crop-Corporation, Dep/Appro-Depreciation / Appreciation,Str-Structure,Apt-Apartment,Sch- Schedule, Muni-Municipality, CA-Car Parking Area,RC-Roof Right, S. D. & Regn. Fees are calculated on the basis of information and transaction description/code provided in the requisition Form. If those information are found to be given incorrect, the assessment made stands invalid.  
 Assessed market value is valid for one month.  
 Standard User charges of Rs 175/- (Rupees one hundred seventy five) only inclusive of taxes per transaction upto 15(fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable

**Registering Officer**  
**D.S.R.-IV SOUTH**  
**24-PARGANAS**











Thumb      1<sup>st</sup> finger      Middle finger      Ring finger      Small finger

<u>LEFT</u> <u>HAND</u>					
<u>RIGHT</u> <u>HAND</u>					

Name \_\_\_\_\_

Signature *Rumbelas Agawal*

Thumb      1<sup>st</sup> finger      Middle finger      Ring finger      Small finger

<u>LEFT</u> <u>HAND</u>					
<u>RIGHT</u> <u>HAND</u>					

Name \_\_\_\_\_

Signature *Beslan Kurant Agamal*

Government Of West Bengal  
Office of the D.S.R.-IV SOUTH 24-PARGANAS  
ALIPORE  
Endorsement For deed Number :I-00529 of :2009  
(Serial No. 05766, 2008)

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**On 17/11/2008**

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 979/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on:17/11/2008

**Deficit stamp duty**

Deficit stamp duty Rs 500/- is paid, by the draft number 338203, Draft Date 12/11/2008 Bank Name STATE BANK OF INDIA, Alipore Treasury Bra, received on :17/11/2008.

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

Presented for registration at 13.34 hrs on :17/11/2008,at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Rambilas Agarwala,Executant.

**Executed by Attorney**

1. Execution By Rambilas Agarwala, son of Lt Gulab Chand ,36/1b, Lala Lajpat Rai Sarani Kol 20 ,Thana: Bhawanipur By caste Hindu,by Profession :Business,as the constituted attorney of 1. Purnima Mitra 2. Atal Behari Kayal 3. Bimal Kumar Mitra is admitted by him.  
Identified By Jagadish Mondal, son of N.b Mondal Alipore Police Court Kol 700027 Thana: Alipore, by caste Hindu,By Profession :Business

Name of the Registering officer : **Sukumar Biswas**  
Designation : **DISTRICT SUB-REGISTRAR-IV**

**On 11/02/2009**

**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- 448831/-  
Certified that the required stamp duty of this document is Rs 26940 /- and the Stamp duty paid as: Impresive Rs- 5000

Name of the Registering officer : **Sukumar Biswas**  
Designation : **DISTRICT SUB-REGISTRAR-IV**

**On 27/02/2009**

**Certificate of Admissibility(Rule 43)**

[Sukumar Biswas]  
DISTRICT SUB-REGISTRAR-IV  
OFFICE OF THE DISTRICT SUB-REGISTRAR-IV OF SOUTH 24-  
PARGANAS  
Govt. of West Bengal

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**Government Of West Bengal**  
**Office of the D.S.R.-IV SOUTH 24-PARGANAS**  
**ALIPORE**  
Endorsement For deed Number :I-00529 of :2009  
(Serial No. 05766, 2008)

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Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4 of Indian Stamp Act 1899.

**Deficit stamp duty**

Deficit stamp duty Rs 21450/- is paid, by the draft number 254088, Draft Date 18/02/2009 Bank Name STATE BANK OF INDIA, Alipore Treasury Bra, received on :27/02/2009.

**Deficit Fees paid**

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 3949/- on: 27/02/2009.

Name of the Registering officer : **Sukumar Biswas**  
Designation : **DISTRICT SUB-REGISTRAR-IV**

[Sukumar Biswas]  
DISTRICT SUB-REGISTRAR-IV  
OFFICE OF THE DISTRICT SUB-REGISTRAR-IV OF SOUTH 24-  
PARGANAS  
Govt. of West Bengal

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Certificate of Registration under section 68 and Rule 69.

Registered in Book - I  
CD Volume number 1  
Page from 2263 to 2276  
being No 00525 for the year 2009.



(Sukumar Biswas) 04-March-2009  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R.-IV SOUTH 24-PARGANAS  
West Bengal