

P. 20



20

1008-12/06

4/3/04
20000/-
12500/-
A 16 BA

My V = 12,81,250/-
Draft = 68500/-

02BB 802160

A - 4564
B - 4
H - 28
E - 7

4703

Exempted fifty per centum Stamp duty vide O.O. No. 322177 Dt. Feb 23/12/05 and also Hoga Fee vide O.O. No. 322177 Dt. Feb 23/12/05 Stamp dt. Kol 28/12/05

23+4
14-07-06

DISTRICT SUB-REGISTRAR IV & REGISTRAR of REGISTRATIONS 14-07-06

Levac Firm (K.S. ...)
Holding no - 266
Area - 8.6
R.S. No - 8
P.O. S. Chaudhary SE
14-07-06

34260/-

A - Kanta ...
Chaudhary ...
862997
14-07-06

12,81,250/-
34260/-

THIS INDENTURE MADE this the 15 day of March, 2004 (Two Thousand and four), **BETWEEN SRI ARUN KUMAR KEDIA** son of Gobinda



02BB 802161

2.

Prasad Kedia, by faith Hindu, Indian Citizen, by occupation Business, residing at P-11, Darga Road, Police Station Beniapukur, Kolkata 700017, 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 his heirs, executors, administrators, legal representatives and assigns) of the ONE PART:-



3.

A N D

M/S. LEVOC FINANCE PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956, having its Registered Office at 11, Lower Range, Police Station Beniapukur, Kolkata 700017, represented by one of its Directors MR. KISHAN M. AGARWAL son of Mr. Rambilas Agarwal, by faith

1000RS.



4.

Hindu, Indian Citizen, by occupation Business, residing at 18, Ballygunge Place, Police Station Ballygunge, Kolkata 700019, 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/interest, administrators, legal representatives and assigns) of the OTHER PART :-



5.

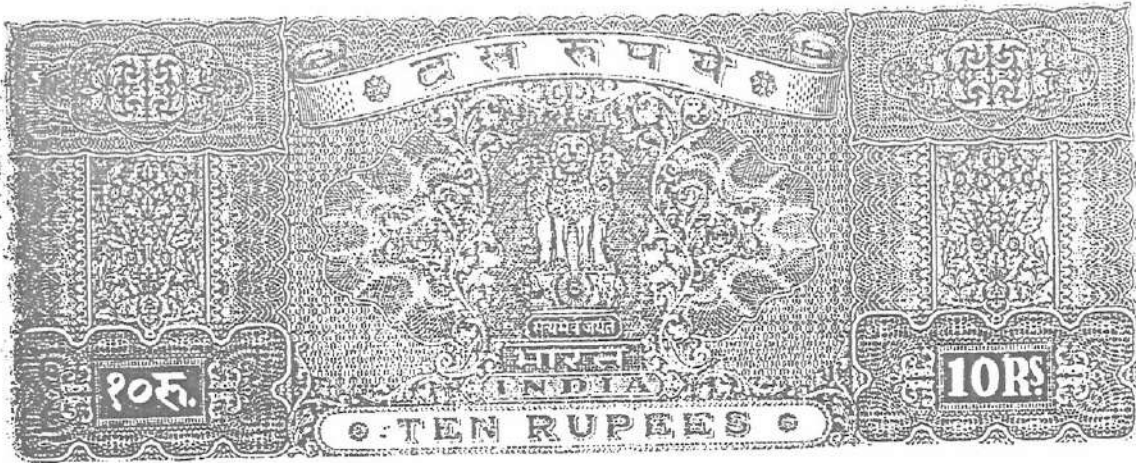
WHEREAS at all material times and for all intents and purposes one Smt. Sailabala Devi wife of Late Aswini Kumar Das of 9/1, East Road, Calcutta was absolutely seized and possessed of and well and sufficiently entitled to **ALL THAT** piece and parcel of land lying or situate in the District 24-Parganas, Police Station and Sub Registration Office at Sonarpur, Pargana Khaspur, Touji No. 56, J. L. No. 45, within Mouza Garagacha, comprised in C.S. Dag No. 79 appertaining to C.S. Khatian No.



6.

113, corresponding to R.S. Dag No. 81, under R.S. Khatian No. 88, which was acquired by her by virtue of purchaser out of her own Stridhan money by and under a Deed of Kobala dated the 26th day of November, 1949 which was executed and registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 16, pages 168 to 175, Being No.354 for the year 1950.

10 RS.



7.

AND WHEREAS as a matter of fact, reality and substance the transaction as mentioned herein above was made in Benami by the said Smt. Sailabala Devi and her Dharma Guru, one Sri Birendra Chakraborty was the name-lender and on or about the 24th day of February, 1962 said Sri Birendra Chandra Chakraborty released the said property by a Deed of Release and relinquishment which was duly registered in the Office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No.27, Pages 214 to 217, Being No.1478 for the year 1962 unto and in favour of the said Sailabala Debi and in due process she became absolutely seized and possessed of the said property without any claim, demand, hindrance and obstruction from any corner whatsoever.

AND WHEREAS while being seized and possessed of the aforesaid property said Sailabala Debi sold, transferred and conveyed the aforesaid property unto and in favour of Sri Sasanka Kiran Roy son of Late Kamini Mohan Roy by and under a Sale Deed duly registered in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 116, Pages 62 to 66, Being No. 3775 for the year 1968, for the valuable consideration as mentioned therein .

ANDWHEREAS said Sasanka Kiran Roy while being seized and possessed of the aforesaid property sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area 16 Cottahs 11 Chitaks 27 sft. more or less unto and in favour of M/s. Modern Engineering Company, a Partnership Firm, having its Registered Office at 15, Teliapara Lane, Dhakuria, Calcutta 700031, for the valuable consideration as mentioned in the Deed of Kobala dated the 24th day of February, 1976 duly registered in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No.15, Pages 58 to 62, Being No. 672 for the year 1976.

AND WHEREAS by virtue of aforesaid purchase said M/s. Modern Engineering Company became the sole and absolute owner of the above mentioned property and in the mean while caused necessary development by making several small plots with their descriptive numbered and provided road and/or common passage and thereafter by and under a Deed of Conveyance duly registered in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No.55, Pages 60 to 71 Being

No. 4742 for the year 1991, forever sold, transferred and conveyed a demarcated plot of land measuring an area 5 Cottahs 0 Chittak 43 sq. ft. more or less comprised in R.S. Dag No. 81 appertaining to R.S. Khatian No. 88 in Mouza Garagacha, Police Station Sonarpur, District 24-Parganas (South), unto and in favour of Smt. Bimla Devi, for the valuable consideration therein mentioned and one Jahura Sardar also joined as the Confirming Party to the said Deed of Conveyance.

AND WHEREAS similarly by and under another Indenture dated the 27th day of March, 1991 the said M/s. Modern Engineering Company sold, transferred and conveyed ALL THAT piece and parcel of land measuring 5 Cottahs 13 Chittaks 22 sq. ft. more or less comprised in C.S. Dag No. 79, under C. S. Khatian No. 113, corresponding to R.S. Dag No. 81 under R. S. Khatian No. 88, of Mouza Garagacha, unto and in favour of Smt. Kamala Devi for the valuable consideration as mentioned in the said Indenture duly registered in the Office of the District Registrar at Alipore and recorded in Book No. I, Volume No. 55, pages 85 to 96, Being No. 4744 for the year 1991.

AND WHEREAS said Smt. Bimala Devi by and under a Deed of Conveyance dated the 30th day of March, 1992 sold, transferred and conveyed an area measuring 4 Cottahs 3 Chittaks 0 sq. ft. more or less together with structure out of her aforesaid property unto and in favour of Tamal Kanti Dutta, for the valuable consideration as mentioned in the said Deed of Conveyance duly registered in the in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 110, Pages

293 to 305, Being No. 5860 for the year 1992 for the valuable consideration as mentioned therein.

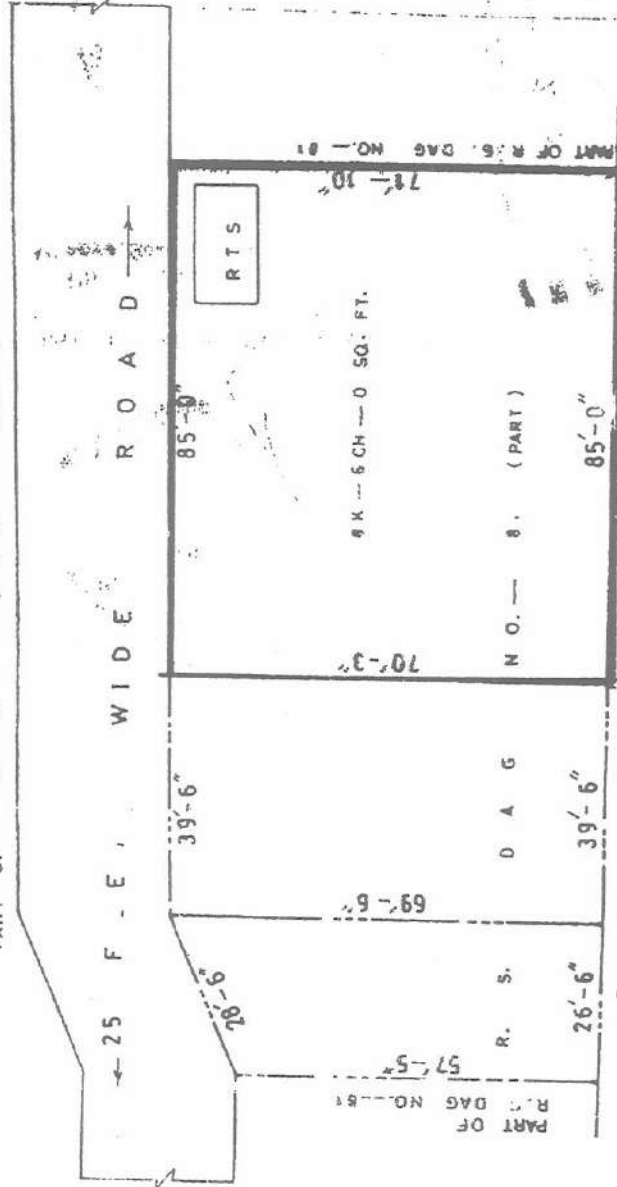
AND WHEREAS said Bimala Debi and Kamala Debi jointly by and under an Indenture dated the 30th day of March, 1992 sold, transferred and conveyed an area measuring 13 Chittaks 43 sq. ft. more or less (by the said Bimala Debi out of her aforesaid property) and an area measuring 3 Cottahs 5 Chittaks 2 sq. ft. more or less (by the said Kamala Debi out of her total land measuring 5 Cottahs 13 Chittaks 22 sq. ft.) i.e. aggregating total area of land measuring 4 Cottahs 3 Chittaks 0 sq.ft. more or less unto and in favour of Tanusree Ganguly wife of Probuddha Ganguly, for the valuable consideration as mentioned in the said Deed of Conveyance duly registered in the in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 75, Pages 84 to 97, Being No. 4028 for the year 1993.

AND WHEREAS said Smt. Tanusree Ganguly wife of Probuddha Ganguly, as such sole and absolute owner of ALL THAT piece and parcel of land an area measuring 4 Cottahs 3 Chittaks 0 sq.ft. more or less comprised in R.S. Dag No. 81 under R.S. Khatian No. 88 in Mouza Garagacha, Police Station Sonarpur, sold, transferred and conveyed the same unto and in favour of Arun Kumar Kedia, the vender herein, by a registered Indenture dated the 24th October, 1998 duly registered in the in the Office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 144, Pages 79 to 90, Being No. 8790 for the year 1998, for valuable consideration as mentioned in the said Indenture.

SITE PLAN OF LAND WITH STRUCTURE
 R. S. KHATIAN NO-55, MOUZA - GARAGACHA, J.L. NO-45, P. S. -
 SONERPUR, DISTRICT - SOUTH 2, PAFANAS IN HOLDING NO.-266,
 GARAGACHA, UNDER RAJPIR SONERPUR MUNICIPALITY, WARD NO.-7

AREA OF LAND 6-4 CH - 2 SQ. FT. MORE OR LESS,
 LAND AREA SHOWN TO INK BORDER LINE

PART OF R. S. D A G NO.- 81



SITE PLAN
 SCALE - 1:1300

Handwritten signature



AND WHEREAS by and under another Indenture dated the 24th October, 1998 duly registered in the in the Office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No.144, pages 91 to 102, Being No. 8791 for the year 1998, said Arun Kumar Kedia also purchased ALL THAT piece and parcel of land measuring an area 4 Cottahs 3 Chittaks 0 sq. ft. more or less together with structure standing thereon comprised in R.S. Dag No. 81 under R.S. Khatian No. 88 in Mouza Garagacha. Police Station Sonarpur, from its erstwhile owner Tamal Kanti Dutta son of Tushar Kanti Dutta, for the valuable consideration therein mentioned.

AND WHEREAS by virtue of aforesaid purchase by and under two separate indenture both dated the 24th day of October, 1998 said Arun Kumar Kedia acquired and became the sole and absolute owner in respect of two plots of land (adjacent to each other) measuring 4 Cottahs 3 Chittaks 0 sq. ft. more or less and another plot measuring 4 Cottahs 3 Chittaks 0 sq. ft. more or less aggregating total area 8 Cottahs 6 Chittaks more or less and as such lawful owner said Arun Kumar Kedia got his name mutated in the books and records of the Rajpur Sonarpur Municipality and after mutation and separation said property is now popularly known and numbered as municipal Holding No. 266, Garagacha, within the limits of Ward No.1 of the Rajpur Sonarpur Municipality and since the date of purchase said Arun Kumar Kedia, the vendor herein has been in peaceful khas possession and enjoying all the right, title and interest by making payment of municipal rates as well as ground

rent to the authorities concerned without any interruption and free from all encumbrances and attachments whatsoever.

AND WHEREAS the vendor hereto in urgent need of money and for other lawful reasons offered to sell ALL THAT piece or parcel of land containing an area 8 Cottahs 6 Chittaks 0 sq. ft. more or less comprised in R.S. Dag No. 81 under R.S. Khatian No. 88 in Mouza Garagacha. J. L. No. 45, under Police Station Sonarpur. District 24 Parganas (South), Holding No. 266, Garagacha, within the limits of Ward No. 1 of the Rajpur Sonarpur Municipality, 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. 4,25,000.00(Rupees four lacs twenty five thousand) only free from all sorts of encumbrances whatsoever and the purchaser herein on coming to know the said offer has agreed to purchase the said property at or for the above mentioned consideration free from all encumbrances and attachments whatsoever.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said agreement and in consideration of the said sum of Rs. 4,25,000.00 (Rupees four lacs twenty 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 demarcated plot of land measuring 8 Cottahs 6 Chittaks more or less comprised in R. S. Dag No. 81 under R. S. Khatian No. 88 in Mouza Garagacha, J. L. 45, under Police Station Sonarpur, District South 24-Parganas, Holding No. 266, Garagacha, within the limits of Ward No. 1 of the Rajpur Sonarpur Municipality more fully mentioned and described in the schedule hereunder written and more particularly delineated in the site map or plan annexed hereto OR HOWSOEVER OTHERWISE the same is or was situated, butted called known numbered described enjoyed or reputed to belong or to be appurtenant thereto and all the estate right, title, interest, use, possession, 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 yards fences 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 rents and taxes as applicable.

THE VENDOR DOETH 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 acquired indefeasible title to grant, sell convey assure transfer and assign the said property hereby granted, sold, conveyed and transferred or expressed or intended so 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 hereby 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 liabilities 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.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of demarcated plot of land measuring an area 08 (Eight) Cottahs 06 (Six) Chittaks 00 (zero) sq. ft. more or less together with kutcha structure standing thereon, (having Chittebera wall and R. T. Shed covering 200 sq. ft.) lying or situate in the District South 24-Parganas, under Police Station Sonarpur, comprised in part of C.S. Dag No. 79 appertaining to C.S. Khatian No. 113 corresponding to R.S. Dag No. 81 appertaining to R.S. Khatian No. 88 of Mouza Garagacha, J. L. No. 45, Collectorate Touzi No. 56, Sub-Registration Office Sonarpur, at present within the limits of Ward No. 1 of the Rajpur Sonarpur Municipality, bearing Holding No. 266, Garagacha, **TOGETHER WITH** all sorts of easement rights over the common passage and/or road and other benefits, facilities and advantages attached therein or

thereto 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:- 25'0" Wide Road

ON THE SOUTH:- Part of R. S. Dag No. 83.

ON THE EAST :- Part of R. S. Dag No. 81.

ON THE WEST: Part of R. S. Dag No. 81.

IN WITNESS WHEREOF the vendor hereunto has set and subscribed his hand on the day, month and year first above written.

SIGNED SEALED & DELIVERED
IN THE PRESENCE OF
WITNESSES:-

1. Sudip Basu
Advocate
Alipore Police Court,
Kolkata - 27.
2. Kazi Ali Hossain
Alipore Police Court
Kolkata - 27.

Amun Hossain
SIGNATURE OF THE VENDOR

Thumb 1st finger middle finger ring finger small finger

Photo
left hand
right hand

Name.....

Signature

left hand
right hand

vedant

Name.. *Arun Kedia*

Signature *Arun Kedia*

left hand
right hand

Name.. *Kishan M. Agorwal*

Signature *Kishan*

Photo
left hand
right hand

Name.....

Signature

