

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Addl. Dist. South 24 Pgs.

2 4 NOV 2008

#### 1 DEED OF CONVEYANCE 1

THIS DEED OF CONVEYANCE made this the 12 day of November 2008 B E T W E E N SRI PURNENDU MONDAL son of late Gosta Behari Mondal, by religion Hindu, by occupation cultivator. by nationality Indian, residing at Vill. Nowahad(Dak Charaktala) P.S. Bishnupur in the District South 24-Parganas, hereinafter called and referred to as the VENDOR ( which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, and assigns) of the FIRST PART :

Alanda.

#### AND

SHIV NIMETAN (P) LTD, , a Private Limited Company, having
its registered office at 23A, N.S.Road, 4th floor, Room Nos.
6 and 18, Kolkata-700001, represented by its Director <u>SRI</u>

LALIT KUMAR BHUTORIA son of Sri Prakash Chand Bhutoria,
hereinafter called and referred to as the <u>PURCHASER</u> ( which
term or expression shall unless excluded by or repugnant to
the context be deemed to mean and include its successors in
office and assigns) of the <u>SECOND PART</u>:

WHEREAS the property 'sali' measuring 63 4 sataks in R.S.Dag No. 375 under Old (Sabek) Khatian No. 30, situate and lying at Mouza Nowabad, J.L.No.19, P.S. and A.D.S.R.O. Bishnupur, Pargana Magura, Touzi No. 3-5, within the limits of the Anchal Panchayet area in the District South 24-Parganas was originally belonged to Gosta Behari Mondal, since deceased, the father of the Vendor herein, who had got the said property by virtue of a Deed of Partition in the year 1986 and the said Partition deed was duly executed and registered at the office of the A.D.S.R. Bishnupur and recorded in Book I, Vol.No.63, Pages from 197 to 213, Deed No. 5239, for the year 1986.

AND WHEREAS interms of the said Partition deed the said Gosta Behari Mondal, since deceased was allotted the said land along with other lands therein described in the said partition deed.

Shanda

AND WHEREAS while he the said Gosta Behari Mondal had in peaceful possession over the said property died intestate leaving behind him surviving his wife Manju Rani Mondal and six sons (1) Arabinda Mondal, now deceased, (11) Sri Ardhendu Mondal, (111) Sri Purnendu Mondal (the Vendor herein), (111) Sri Amalendu Mondal, (112) Sri Aloke Shekhar Mondal and (113) Suvendu Mondal, as his legal heirs and successors who have jointly inherited the said property in equal 1/7th share each. And according to their said share, each of theheirs of late Gosta Behari Mondal is inherited an area more or less  $9\frac{3}{28}$  dec. in part of R.S.Dag No. 375 under Old Khatian No. 30 of Mouza Nowabad, P.S. and A.D.S.R.Office Bishnupur.

Vendor herein Sri Purnendu Mondal is in peaceful possession and occupation the property measuring more or less  $9\frac{3}{28}$  dec. in part of R.S.Dag No. 375 under Old (Sabek) Khatian No. 30 of Mouza Nowabad, P.S. and A.D.S.R.Office Bishnupur in the District South 24-Parganas.

AND WHEREAS the Vendor of these presents is now seized and possessed of or otherwise well and sufficiently entitled to the said property and having entitled to right of transfer the said property by way of sale, mortgage, will or any process of law which is free from all sorts of encumbrances.

Shausa.

NOW: due to legitimate and reasonable need of money the Vendor intends to sell and the purchaser has agreed to purchase the said property measuring more or bess  $9\frac{3}{28}$  dec. from the part of R.S.Dag No. 375 under Old Kh. No. 30 in Mouza Nowabad, P.S. and A.D.S.R. office Bishnupur in the District South 24-Parganas within the limits of the Anchal Panchayet area in the District South 24-Parganas as fully described in the Schedule hereunder and hereinafter called the said property at or for the price of R.2.49,220/-(Rupees two lakks fortynine thousand two hundred and twenty only) free from all sorts of encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of the 2,49,220.00 (Rupees Two lakes fortynine thousand two hundred twenty only) being the full consideration money for the said property as described in the Schedule below has paid by the purchaser to the Vendor of these presents ( the receipt whereof the Vendor do hereby admit and acknowledged from the payment of the same and every part thereof do hereby acquit, release, forever discharge the sell, assure and assure unto the Purchaser.

And you the Purchaser shall and will and also may at all times hereafter peaceably and quietly hold, possess and enjoy the said land and hereditaments or every part

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thereof and paying the rents, issues and profits thereof without any lawful eviction, interruption claim and demand whatsoever and any claim to any court by the Vendor or any of his predecessor in-title will be rejected to any court of law.

The Vendor declares that the land he reby sold had not been previously leased, mortgaged, sold nor in any way transferred by and there is no charge, liens, lispendens or any attachments whatsoever.

The Vendor also further declares that the Scheduled property is not acquired or requisitioned or vested by the Govt. of W.B. or any Govt. Undertakings or not being sold on suction for unpaid rents to the Govt. The Scheduled property is the khas possession of the Vendor which is stands free from all sorts of encumbrances and have good right, full power to sell the said property and in this condition and sold out the said property as described in the Schedule below on this day to you and delivered peaceful possession to the purchaser herein.

If any of the statements or covenants made hereinbefore is found to be false, untrue or any defect in title is detected hereafter the Vendor shall be liable for the same and will be punishable in accordance with law.

If ommissions, error is found to have taken place in this Deed in future any supplimentary deed or deeds of modification or deed of Declaration in favour of the said Purchaser without any charge of the said purchaser.

Shanda.

In this context having full knowledge to the full context of this deed the Vendor of after received of full consideration money without any provocation of other person put his signature on this deed in full knowledge and sound health and mind.

## THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of recorded 'sali' land now being used as agricultural purpose measuring more or less  $\frac{3}{28}$  sataks in and from the part of R.S.Dag No. 375 under old(Sabek) Khatian No. 30, situate and lying at Mouza Nowabad, J.L.No. 19, Touzi No. 3-5, P.S. and A.D.S.R.D. Bishnupur within the limits of the Anchal Panchayet area in the District South 24-Parganas and the said property is clearly indicated in the following diagram:

R.S.Khatian	R.S.Dag L.R.Dag		Nature of land.	Area	
No.(Old).	No. No.			sold.	
Sabek-30	375(part)		seli	9 3	dec.

Total area nine purns twentyright upon three decimals.

The said property is butted and bounded r

on the North : Part Dag no. 375

on the south : Dag no. 376

on the East : Shir Miketan (P) Ltd.

on the west : Part Dag no. 375

Proportionate rent of which is &. being payable to the Collector for 24-Pargenas(S) on behalf of the Governor of the State of W.B.

Shoule.

IN WITNESS WHEREOF the Vendor has hereunto sets and subscribed his hand and signature on this the day, month and year first above written.

### SIGNED AND DELIVERED

at Kolkata in the presence of Witnesses :

11. Sami Kennar Rays Ho. & Nishi Kanta Rays VIII+P.O. - Rampenja.

Purnendy Mondal

SIGNATURE OF THE VENDOR.

2). Yeskul sk ViceClassick

Albanda.

## : MEMO OF CONSIDERATION :

Received of and from the within named Purchaser the within mentioned the sum of Ms. 2,49,220.00 (Rupees Two lakes fortynine thousand two hundred and twenty) only being the full and entire consideration as per Memo below:

HDFC BANK

KOIKATO

Payorder No. 122317 pt. 21.10.2008 Rs. 90,000.00

By Carh Rs

Rs. 159,220.00

WITNESSES: (Rupen: Two Law forty nine thousand two hundred 2

1). Sarro Karner Ray

Slo. Mishi Kanta Ray

VIII+P.O-Rosapanja.

Pubzendu Mondal

SIGNATURE OF THE VENDOR.

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Prepared by me. Sufta hoy chanda. Alifour Police Court.
Roga No. F 948/564 of 1949.

Kajnal Kum Ry (Kamal Kumar Roy), Alipore Police Gourt, Kolkata-27.

## SPECIMEN FORM FOR TEN FINGER PRINTS

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SALE DEED PLAN THOWING AT MOUZA-NAOABAD J.L.NO.17 P.S. BISHNUPUR DIST-24 PARGANAS (S) R.S.KHATIAN NO.30 DAGNO. 375 AREA-93/28 DEC OUT OF 255 DEC SCALE: 1"= 50 F SHOWN BY RED BORDER VENDEE : SHIV NIKETAN (P) LTD. MOUER BORDER RASAPUNTA NO. 15 1181-6 GE NO. 375 (P) upreadu Mondal 376 No. 22 Ų 266.00 BORDER UTTAR KAZIRHAT 12916" 77 -01 3940" Dac AREA - 93. 375(P) はとい 20310 2/2/00 000 माय०० वर्गा DAGNO.375(B) No Reda No-Cas secrebing 16 4403-19 0 B. 8 With Po Eurganbaria B BSnon AJILL Dais 2 MITTOR A 82 3 376.

## Government Of West Bengal Office of the A. D. S. R. BISHNUPUR BISHNUPUR

Endorsement For deed Number :I-05373 of :2008 (Serial No. 05111, 2008)

## On 22/11/2008

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

Presented for registration at 16:20 hrs. on :22/11/2008, at the Private residence by Purnendu Mondal, Executant.

## Admission of Execution(Under Section 58)

Execution is admitted on 22/11/2008 by

1. Sri Purnendu Mondal, son of Lt. Gosta Behari Mondal ,Vill. - Nowabad ( Dak Charaktala) Dist.- South 24 Pgs

.Thana Bishnupur, By caste Hindu, by Profession: Cultivation
Identified By Saroj Kumar Ray, son of Nishi Kanta Ray VII. + P. O.- Rasapunja, Dist.- South 24 Pgs Thana: Bishnupur, by caste Hindu, By Profession: Others.

Name of the Registering officer :Kamal Biswas Designation :ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

#### On 24/11/2008

## Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number: 23,5 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) = 2739/- ,E = 7/- on:24/11/2008

#### 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- 249220/-

Certified that the required stamp duty of this document is Rs 12471 /- and the Stamp duty paid as: Impresive Rs- 500

#### Deficit stamp duty

Deficit stamp duty. Rs 12000/- is paid, by the draft number 047308, Draft Date 22/11/2008 Bank Name STATE BANK OF INDIA, Amtala, received on :24/11/2008.

Name of the Registering officer : Kamal Biswas
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR
OF BISHNUPUR

[Kama Biswas] ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

Govt. of West Bengal

# rtificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 21 Page from 1091 to 1103 being No 05373 for the year 2008.



(Kamal Biswar) 24-November-2008 ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR Office of the A. D. S. R. BISHNUPUR West Bengal