

142E

P 1819/2009

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

... with
... of the
...

C 494611

Handwritten notes:
श्री 20/1/09
Case No. 84/09
Subd. No. 1/09

Handwritten notes:
11/1/09
17/1/09
17/1/09

...
...

30 MAR 2009

DEED OF COVENANCE

THIS DEED OF COVENANCE made this 30th day of March, 2009 by SHRI DEBENDRO MUKHERJEE son of late Jagdish Chandra Mukherjee, by religion Hindu, by occupation millowner, residing at Vill. Nandul, P.O. Nandul, P.S. Nandul, District Murshidabad (to hereinafter called and referred to as the Grantor) (which name or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the FIRST PART :

Handwritten mark

AND

SHIV NIKETAN(P) LTD. a Private Limited Company, having its registered office at 23A, N.S. Road, 4th floor, Room No. 6 & 18, Kolkata-700001, represented by its Director SRI LALIT KUMAR BHUTORIA son of Prakash Ch. Bhutoria, hereinafter called and referred to as the PURCHASER (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 SECOND PART :

WHEREAS Nagendra Nath Naskar, since deceased, the father of the Vendor was the recorded owner of said land measuring more or less 29 sataks out of 2.31 acres in L.R. Khatian No. 376, appertaining to Dag No. 21 situate and lying at Mouza Uttar Kajirhat, J.L.No.22 Teuzi No. 3,4,5, Pargana Magura, in the District South 24-Parganas, within the jurisdiction of Bishnupur Police station.

AND WHEREAS while he the said Nagendra Nath Naskar had in possession and occupation over the said property died intestate leaving behind him surviving his son Sri Dhananjoy Naskar, as his legal heirs and successors of the said property. And after the death of Nagendra Nath Naskar his son Sri Dhananjoy Naskar, the Vendor of these presents inherited the said property.

...

AND WHEREAS thus the Vender of these presents is in peaceful possession and occupation over the said property by way of Inheritance of law and seized and possessed of or otherwise well and sufficiently over the said property measuring 29 sataks in Dag No. 21, under L.R.Khatian No. 376, in Mouza Uttar Kajirhat, P.S. and A.D.S.R. office Bishnupur and entitled to transfer the said property by way of sale, mortgage, will or any process which is free from all sorts of encumbrances.

NOW due to legitimate and reasonable need of money the Vender intend to sell and the purchaser has agreed to purchaser the said property as described in the schedule hereunder written at or for the price of Rs. 4,83,333.00 (Rupees Four lakhs eightythree thousand three hundred thirtythree) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 4,83,333.00 (Rupees Four lakhs eightythree thousand three hundred thirtythree) only well and truly paid by the said purchaser to the Vendor at or before the execution 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 assigns unto the said Purchaser.

...

...

AND you the Purchaser shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the said land and hereditaments or every part thereof and paying the rents to the appropriate authorities upon getting the name mutated in the office of the Panchayat office and also in the B.L.R.O. office and receive 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 predecessors in title will be rejected to any court of law.

The Vendor declares that the land hereby 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 further declares that there is no ^{case} suit or proceedings pending in any court of law. h

The Vendor further declares that the Scheduled property is not acquired or requisitioned or vested by the Govt. of W.B. or any Govt. undertaking or not being sold on auction for unpaid rents to the Govt. The scheduled land 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 sold out the said property as described in the Schedule on this day to you and delivered peaceful possession to the said purchaser.

...

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

If omission, error is found to have taken place in this Deed in future any supplementary deed or deeds of rectification or deed of Declaration in favour of the said purchaser without any charge of the said purchaser.

In this context having full knowledge to the full context of this Deed the Vender 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 or parcel of recorded sali land now being used as agricultural purpose measuring more or less 29 sataks (twentynine sataks) in part of R.S. and L.R.Dag No. 21 (twentyone) under L.R.Khatian No. 376, situate and lying at Mouza Uttar Kajirhat, P.S. & A.D.S.R. office Bishnupur J.L.No.22, Touzi Nos. 3,4,5, Pargana Magura, within the limits of Aichal Panchayat area in the District South 24-Parganas, and the said property is clearly shown in the following diagram :

...

<u>L.R.Kh. No.</u>	<u>Dag No.</u>	<u>Nature of land.</u>	<u>Area sold.</u>
376	21	sali	29 sataks

: Boundary :

NORTH :

SOUTH :

EAST :

WEST :

Proportionate annual rent of Rs. being payable
to the Collector, 24-Parganas(S) on behalf of the
Governor of the State of W.B.

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

SIGNED & DELIVERED

at Kolkata in the presence
of Witnesses :

1). Pijush kanti Naskar
Son of Dhananjay Naskar
Vill - Nawabad

SIGNATURE OF THE VENDOR.

2). Singh
son: B...

...

MEMO OF CONSIDERATION :

Received of and from the within named purchaser the within mentioned the sum of Rs. 4,83,333.00 (Rupees Four lakhs eightythree thousand three hundred and thirtythree) only being the full and entire consideration as per Memo below :

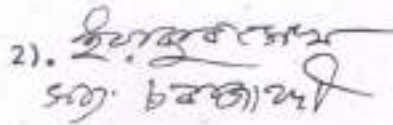
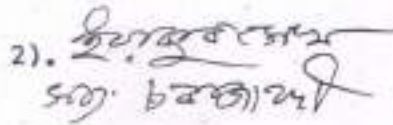
Memo:-

HDFC BANK Dt. 19.02.09 Cash Rs. 3,00,000.00
 Hdfc Bank Ltd. Stephen House,
 4B.b.d Bag. East, Kolkata-70001
 Cheque no. 692663
 By Cash → → → Rs. 1,83,333.00

WITNESSES :

1). Pijush Kanti Naskar
 Son of Dhananjay Naskar
 Vill - Nawabad

SIGNATURE OF THE VENDOR.

2). 
 son of 

Prepared by me,
 Anjali Datta (Advocate)
 B.A., B.L.S., LL.B.
 Alipore Regd. 2048/1999
 11, Kailash
 Advocate.

Typed by me,
 Kamal Kundhy
 Alipore Police Court,
 Kolkata-27.

Signature of Vendor

SPECIMEN FORM FOR TEN FINGER PRINTS



SHIV NIKETAN PVT. LTD.
Shiv Niketan

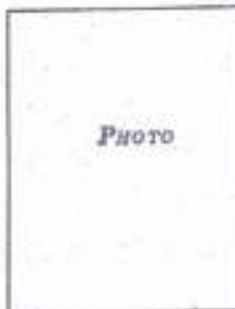
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Director

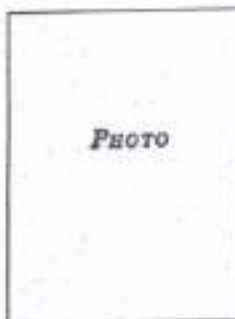


Director

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Government Of West Bengal
Office of the A. D. S. R. BISHNUPUR
BISHNUPUR
Endorsement For deed Number :I-01819 of :2009
(Serial No. 01427, 2009)

On 27/03/2009

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

Presented for registration at 20.00 hrs on 27/03/2009, at the Private residence by Dhananjoy Naskar, Executant

Admission of Execution(Under Section 58)

Execution is admitted on 27/03/2009 by

1. Sri Dhananjoy Naskar, son of Lt. Nagendra Nath Naskar, Vill. - Nawabad, P. O. - Rasapunja, Dist - South 24 Pgs Thana Bishnupur, By caste Hindu, by Profession : Cultivation
Identified By Pijush Kanti Naskar, son of Dhananjoy Naskar Vill. - Nawabad, 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 30/03/2009

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) = 5313/- , E = 7/- on 30/03/2009

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 483333

Certified that the required stamp duty of this document is Rs 24177 /- and the Stamp duty paid as Impresive Rs- 500

Deficit stamp duty

Deficit stamp duty Rs 23677/- is paid, by the draft number 457123, Draft Date 30/03/2009 Bank Name STATE BANK OF INDIA, Rajarhat, received on :30/03/2009.

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

[Kamal Biswas]
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 4930 to 4940
being No 01819 for the year 2009.



(Kamal Biswas) 30-March-2009
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A. D. S. R. BISHNUPUR
West Bengal