

THIS INDENTURE OF CONVEYANCE made this 20 "day of December

Two Thousand and Seven

BETWEEN

SRI SOUMITRA KUMAR NAHAR, son of Sri Barun Kumar Nahar, by faith Jain Oswal, by occupation business, residing at 9B, Dehi Entally

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Road, Kolkata-700 014, 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 **FIRST PART**

AND

SRI SANDEEP KABRA, son of Sri Srikishan Kabra, by faith Hindu, by occupation business, residing at 5A, "Chitralekha", 15, Ballygunge Park

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AUDITIONAL REGISTRAS OF



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Road, Kolkata-700 019 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 his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHERFEAS:

I. At all material times and for all intents and purposes one Sri Upendra Nath Naskar, son of Late Nemai Chandra Naskar a cultivator by faith Hindu, residing at Village Briji, P.S. Sonarpur, District 24Lockata Collectorate,
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Dated 8. 4. 2015

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Parganas (South), was absolutely seized, possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of .31 decimals of land lying at or situate in the District of 24-Parganas (South), P.S. & S. R. Office Sonarpur, Mouza Garagacha, J. L. No. 45, comprised in Khatian Nos. 84 and 3 appertaining to Dag Nos. 3 & 7 (hereinafter referred to as "the said property") was acquired by him by way of inheritance from his father Nemai Chandra Naskar, since deceased, as per Hindu Law of Succession AND WHEREAS the said property was finally recorded and published in last Revisional Settlement Record of Right in the name of said Upendra Nath Naskar under Rayati Dakhali Sattya or interest.

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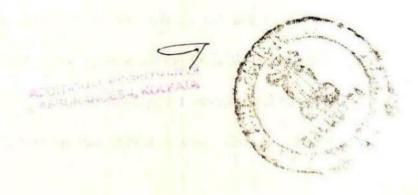
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- II. The said Upendra Nath Naskar by a Deed of Conveyance in Bengali dated 11th day of December, 1975 corresponding to Bengali 25th day of Agrahayan 1382 B-S. and registered at the office of the Sub-Registrar at Sonarpur, 24-Parganas in Book No. I, Volume No. 70, Pages 122 to 125, Being Nos. 4906 for the year 1975 duly sold, transferred and conveyed the said property to the said M/s. Modern Engineering Company being represented through its partners for valuable consideration as mentioned therein.
- III. The said M/s. Modern Engineering Company thus became seized and possessed of the said property and got its name recorded as the

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ADDITIONAL REGISTRAR OF ASSURANCES-I. KOLKATA



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absolute owner under mutation Certificate granted by the office of the J. L. R. O., Sonarpur, 24-Parganas (South) dated 9.9.1976 for area measuring .31 decimals comprised in Khatian Nos. 84 and 3, Plot Nos. 3 and 7 respectively in Mouza Garagacha, District 24 Parganas (South) and making payment of annual rent of 8/- and 1.78p. respectively.

IV. AND WHEREAS the said company during its tenure has since been reconstituted several time and lately the Partners viz. (1) Smt. Purnima Mitra, (2) Sri Debashish Mitra, (3) Sri Subhashis Mitra and (4) Sri Khagendra Chakraborty were jointly and collectively entitled to the said

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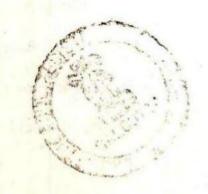
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property as the absolute owners and have been jointly enjoying all the right, title and interest in fee simple in possession thereof.

V. AND WHEREAS the said partners of M/s. Modern Engineering Company by Power of Attorney registered on 23.12.1992 at the office of the Additional District Sub-Registrar (Records) 24 Parganas South, nominated, constituted and appoint MR. RAM BILAS AGARWAL, son of Late Gulab Chand Agarwal, resident of 13, Lower Range, Kolkata-17 and residing at 18, Ballygunge Place, Kolkata-700 019 as their joint Constituted Attorney empowering Mr. Ram Bilas Agarwal to sell and transfer the aforesaid property measuring .31 decimals comprised in

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Khatian Nos. 84 and 3, Plot Nos. 3 and 7 respectively in Mouza Garagacha, Police Station Sonarpur, District 24-Parganas (South) and to present before Registering Authorities at Alipore or at Sonarpur, District 24-Parganas (South), for registration of Deed of Conveyance.

VI. AND WHEREAS the aforementioned Partners of the said company as well as the aforesaid Constituted Attorney Mr. Ram Bilas Agarwal has declared that the said company is a sole owner of right, title and interest in respect of land measuring .11 decimals comprised in Khatian No. 84, Plot No. 3 in Mouza Garagacha, Police Station Sonarpur, District 24-

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Parganas (South) and has full and unrestricted right to sell the aforesaid plot of land.

VII. AND WHEREAS (1) Smt. Purnima Mitra, (2) Sri Debasish Mitra, (3) Sri Subhashis Mitra and (4) Sri Khagendra Chakraborty, Partners of M/s. Modern Engineering Works through its Constituted Attorney Sri Ram Bilas Agarwal by and under an Indenture of Conveyance dated 9th day of June, 1998 duly registered in the office of District Sub-Registrar IV Alipore and recorded in Book No. I, Volume No. 12, Pages 314 to 331, Being No. 2281 for the year 1998 sold ALL THAT piece and parcel of land measuring 11 decimals equivalent to 6 Cottahs 2 Chitaks 16 square feet more or less comprised in R.S. Dag No. 3 under R. S. Khatian No. 84 in Mouza Garagacha, P.S. Sonarpur, District 24-Parganas (South) at or for the value consideration therein mentioned to Sri Soumitra Kumar Nahar the Vendor herein.

VIII. AND WHEREAS by virtue of aforesaid Purchaser the Vendor herein became lawful and absolute owner of the said property and since the date of purchase the Vendor herein has been in user, possession and enjoyment of the said property without any interruption and free from all encumbrances and attachment whatsoever.

IX. AND WHEREAS the Vendor declared to sell and the Purchaser herein coming to know of the said offer duly agreed with the Vendor

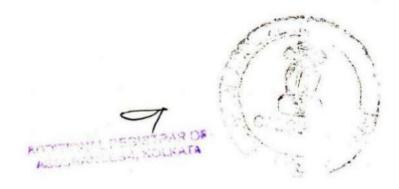
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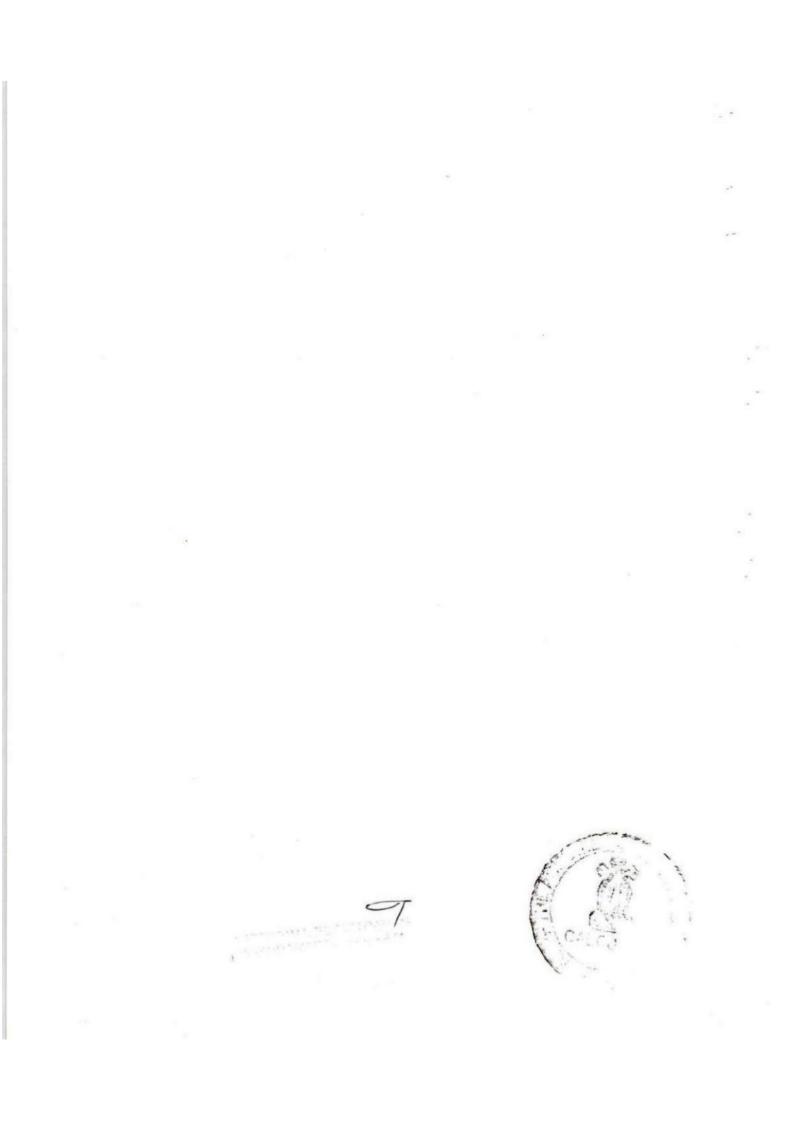
after being fully satisfy with the little of the Vendor for purchaser of the said land measuring .11 decimals at and being demarcated portion of R.S. Dag No. 3 under R.S. Khatian No. 84 of Mouza Garagacha, District 24-Parganas (South) more particularly mentioned and described in the Schedule hereunder written at or for the consideration of a sum of money of Rs.5,85,450/- (Rupees Five lakhs eighty five thousand four hundred fifty) only being the present market value of the land free from all sorts of encumbrances, liens, charges, lispendence or attachments and liabilities whatsoever.

NOW THIS INDENTURE as follows :-

1. In pursuance of the said agreement and in consideration of the said sum of Rs.5,85,450/- (Rupees Five Lakhs eighty five thousand four hundred fifty) only in full truly paid to the Vendor, (the receipt whereof the Vendor doth hereby acknowledge) and of and from the same and every part thereof absolutely acquit, release, discharge, exonerate the purchaser and the said plot of land), the Vendor doth hereby absolutely and indefeasibly grant, convey, transfer, assign and assure unto the Purchaser all that piece and parcel of Sali land measuring .11 decimals equivalent to six cottahs two chittacks 16 square feet, be the same a little more or less, situate and being portion of R.S. Dag No. 3 appertaining to R. S. Khatian No. 84, of Mouza Garagacha TOGETHER WITH all sorts of



easement rights over the road and/or common passage or pathways thereto more particularly mentioned and described in the Schedule hereunder written and delineated in the Site Map or Plan annexed hereto in RED Border line thereon OR HOWSOEVER OTHERWISE the said land hereditaments and premises 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 plot of land and every part thereof and reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereto together with grounds, soils, yard, fences, boundary wall, courses ditches, ways, paths and common passage thereto belonging or held or occupied therewith and former and present right, light, liberties, privileges, easements, advantages, appendages and appurtenances whatsoever thereunto belonging to anywise appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and right to use of common passage thereto and copies of all deeds, pattahs, muniments writings and evidences of title whatsoever in anywise exclusively relating to or concerning the said plot of land hereditaments and premises 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 as and for an indefeasible title of inheritance in fee simple in possession free



from all and every nature of encumbrances attachments charges liens lispendence claims demands liabilities and in trust whatsoever but nevertheless subject to payment of rents and taxes as applicable.

- 2. The Vendor doth hereby covenant with the Purchaser as follows:-
- a) Notwithstanding any act deed matter or thing whatsoever by the Vendor or by its predecessors in title or interest done or executed or knowingly suffered to the contrary the Vendor is lawfully and absolutely entitled to the said plot of land hereditaments and premises and acquired good right full power and absolute authority and indefeasible title to grant sell convey transfer assure and assign the same hereby granted 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 or in 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 possesses and enjoy the same and every part thereof granted conveyed and transferred and receive and realize rents issues and profits thereof 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.

ADDITIONAL DESIGNATION ASSESSMENT LANGUE ROLLAND



- c) The Vendor shall keep the purchaser free and clear freely and clearly and absolutely acquitted exonerate discharged and released and save harmless and keep indemnified the purchaser against all estates claims demands charges mortgages, liens lispendence debts hypothecations attachments and encumbrances whatsoever made or suffered by the Purchaser or any person or persons lawfully or equitably claiming from under or in trust for the Vendor as aforesaid.
- d) The Vendor and all persons having lawfully or claiming equitably any estate or interest whatsoever in the said scheme plot of land hereby conveyed 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 executed all such acts deeds matters and things whatsoever for further better and more perfectly and effectually assuring the said plot of land and every part thereof unto and to the use of the Purchaser according to the true intent and meanings of these presents as shall or may be reasonably required.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE:

ALL THAT piece and parcel of Sali Land measuring .11 decimals equivalent to six cottahs two chittacks sixteen square feet, be the same a little more or less, lying at or situate in the District of 24-Parganas (South), Police Station Sonarpur, in Ward No. 22 within Rajpur-Sonarpur

Municipality, Sub-Registration Office Sonarpur, Parganas Khaspur contained in Collectorate Touzi Nos. 56-39, J. L. No. 45, comprised in R. S. Dag No. 3 under R. S. Khatian No. 84 of Mouza Garagacha at an annual proportionate rent of /8/ annas payable to the superior landlord the State of West Bengal in the Department of Collector, 24-Parganas (South), TOGETHER WITH all sorts of easement right over the road and/or common passage or path-ways more particularly 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:

Dag No. 1 portion.

ON THE SOUTH:

Dag No. 8 portion.

ON THE EAST

Common passage.

ON THE WEST

Dag No. 4 portion.

ADDITIONAL REGISTRAN OF ASSURANCES A, KOLINATA IN WITNESS WHEREOF the Vendor and Purchaser hereto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor at Kolkata in presence of:

1. Navin Human Sinke 11. Beek Bagan Row Kelkate. 700017

2. MD-Alangiz 7BIHI9 TILJALA LANE KOL 19

Sountra Kunas Nahas Signature of the Vendor. PAN NO ABRPN 1280 B

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata in presence of:

1. Moo cool Kolhany 36. Indian Mirrix street-Kolkarte- 7000/3

2. Missorder Day 1137 Grant Street KOL-13

Signature of the Purchaser.

PAN NO. AFWPK 8856D

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RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs.5,85,450/-(Rupees five lakhs eighty five thousand four hundred fifty) only being full consideration amount as per memo:

MEMO OF CONSIDERATION:

 On 9.3.2006 by Cheque drawn on Allahabad Bank, Cheque No. 202725 dated 9.3.2006 in favour of the Vendor.

Rs.3,00,000.00

 On 11.10.2007 by Cheque drawn on Allahabad Bank bearing Cheque No. 240096 dated 11.10.07 in favour of the Vendor.

Rs.2,85,450.00 Rs.5,85,450.00

(Rupees Five lakhs eighty five thousand four hundred fifty) only.

WITNESSES:

1. Navin Komar Sinks

Soum tra Kunas Natos

2. MD Alangin

Drafted by:

Bir Keema Kollary)
(Bir Kumar Kothary)

Advocate.

Computed by:

Panchugo pal Mondal Panchugopal Mandal

1B, Old Post Office Street,

Kolkata-700 001.

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