

Mortgage

09137/6

127

10825



11/10

2-5-2018 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

11AA 741685

Remain
region

Vide this office
Query No 56,25,000

10
+ 3,3765

Certified that the Deed of Conveyance and to
Registration... are the part of this document.

Additional Registrar
of Assurances-II, Kolkata
26/12/08

657822-653902
653902-653908
495005 589236 430
19400 657822-65
13800 359227
14800
25800
15050 / 33765 0126

A-61864
E-17
M-50
Cmb-25000
Sale + Agreement
56,25,000

THIS DEED OF CONVEYANCE made on 22nd day of DECEMBER
Two thousand and Six BETWEEN (1) SK. GOFUR alias Sekh
Gafur son of Late Nazimul Huda, by faith- Muslim, by occupation -
Business (2) SK. SONA, alias Sk. Idris son of Late Nazimul Huda, by
faith- Muslim, by occupation - Business, (3) SK. HASIM alias Sekh

and/or assigns) hereinafter referred to as the party of the **SECOND PART** :

WHEREAS one Sk. Nazimul Huda alias (Najimul Huda) son of Late Noor Mohammad Huda alias Samsul Huda purchased **ALL THAT Sali Land** measuring an area of 47 sataks of land lying and situated at Mouza-SALUA, J.L. No. 3, Re. Sa No. 109 Touzi No. 125B 1 No. Comprised in R.S. Khatian No.328 C.S. Khatian No.101 in C.S. Dag No. 459 R.S. Dag No. 538 under Police Station- Dum Dum Airport, in the District of North 24 Parganas morefully described in the Schedule mentioned hereunder from Balaram Roy and Jagannath Roy both sons of Late Bata Krishna Roy and the same was registered before the SRO, Cossipore Dum Dum and recorded in Book No.I, Volume No.15 pages from 192 to 194 Being No.8739 for the year 1973.

AND WHEREAS in the premises Najimul Huda became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT Sali Land** measuring an area of 47 sataks of land lying and situated at Mouza- SALUA, J.L. No. 3, Re. Sa No. 109 Touzi No. 125B 1 No. Comprised in R.S. Khatian No.328 C.S. Khatian No.101 in C.S. Dag No. 459 R.S. Dag No. 538 under Police Station- Dum Dum Airport, in the District of North 24 Parganas morefully described in the Schedule mentioned hereunder ;

AND WHEREAS the said Najimul Huda thereafter applied for Mutation of his name before the B.L. & L.R.O. office and got his name approved and recorded in the Land Revenue records of the BL & LRO office and was

Hasim son of Late Nazimul Huda, by faith- Muslim, by occupation Business (4) **SK. KASEM alias Seikh Kasem** son of Late Nazimul Huda, by faith- Muslim, by occupation – Business (5) **SK. NASIR alias Sekh Nasir** son of Late Nazimul Huda, by faith- Muslim, by occupation- Business, (6) **SK. ZAKIR HOSSAIN alias Sekh Jakir** son of Late Nazimul Huda by faith- Muslim, by occupation – Business and all residing at Salua , under Police Station Air Port, previously Rajarhat, P.O.R.- Gopalpur, in the District of North 24 Parganas under Rajarhat Gopalpur Municipality Ward No. 4 (7) **SAFIA BEGUM alias Safia Bibi** , wife of Badsha Mondal, and daughter of Late Nazimul Huda, by occupation – Housewife residing at Htiara Paschim Para, P.O: Hatiara P.S. Rajarhat 24 Parganas (North) (8) **RAZIA BEGUM** alias Rajiya Begum wife of Sk. Sadruddin, and daughter of Late Nazimul Huda, by occupation – House wife, residing at Salua P.O.R : Gopalpur, P.S: Airport 24 parganas and (9) **NASIMA BEGUM** wife of Sk. Monik, and daughter of late Nazimul Huda by occupation Housewife residing at 13/1, Satgachi First Lane, P.S: Tiljala, P.O: Tiljala all by faith Muslim, hereinafter collectively referred to as the “ **V E N D O R S** “(which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, legal representatives and/or assigns) of the **FIRST PART A N D M/S S.P.NIRMAN PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act,1956 and having its registered office at 6, Camac Street, Kolkata- 700 017, hereinafter referred to as “ **the PURCHASER**” (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, legal representatives

allotted a L.R. Khatian No. Kri-137 in L.R. Dag No. 538 under Police Station- Air Port in the District of North 24 Parganas for the entire plot of land measuring 47 sataks and has been paying rent and taxes accordingly ;

AND WHEREAS the said Najimul Huda died intestate leaving behind him his 6 (Six) sons and 3 (Three) daughters namely (1) SK GOFFUR (2) SK. SONA (3) SK.HASIM (4) SK. KASIM (5) SK. NASIM (6) SK. ZAKIR HOSSAIN (7) SAFIA BEGUM (8) RAZIA BEGUM and (9) NASIMA BEGUM who became absolutely entitled to in undivided share in all the properties left over by their late father Sk. Najimul Huda according to the Muslim Law ;

AND WHEREAS according to the Muslim law each and every son of the said Nazimul Huda has received undivided share in the ratio of 3 cotthas, 12 chittacks & 32 sq.ft. of the property and every daughter has received undivided share in the ratio of 1 cotthas 14 chittacks 16 sq. ft. of the said property be the same a little more or less ;

AND WHEREAS in the premises (1) SK. GOFFUR (2) SK. IDRIS (3) SK. HASIM (4) SK. KASIM (5) SK. NASIM (6) SK. ZAKIR HOSSAIN and 3 daughters namely (7) SAFIA BEGUM (8) RAZIA BEGUM and (9) NASIMA BEGUM became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of in undivided share of **ALL THAT Sali Land** measuring an area of 47 sataks of land lying and situated at Mouza- SALUA, J.L. No. 3, Re. Sa No. 109 Touzi No. 125B 1 No.Comprised in R.S. Khatian No.328 C.S. Khatian No.101 in C.S. Dag No. 459 R.S. Dag No. 538 under Police Station- Dum

Dum Airport, in the District of North 24 Parganas morefully described in the Schedule mentioned hereunder and free from all encumbrances charges, liens, lispensens of whatsoever and howsoever nature ;

AND WHEREAS the party of the First Part has assured the Purchaser herein that the land is not effected by any scheme of the Rajarhat – Gopalpur Municipality , Gram Panchayat, Kolkata Municipal Corporation , Kolkata Improvement Trust, Kolkata Municipal development Authority , land Acquisition (Collector) and/or any scheme of the State or the central government for acquisition and/or requisition and/or by any other body or agency of the government or otherwise nor has the land been vested /affected by any notification/notice of the State Government or any other applicable local bodies for the time being in force and that the land is totally free from all encumbrances whatsoever and ready for taking over possession by the purchaser ;

AND WIHEREAS the Vendor herein has stated on record that there are no outstanding tax on account of land tax, land cess, payment to the RI Office, payment to the BLRO Office and/or any tax or khazana due as on date with respect to the land sold herein and howsoever the Vendors also states on record that if any Tax/due is found of any nature as stated above in future towards the land sold herein and related to the period till the date hereof shall be paid by them in cash /reimbursed to the Purchaser if the same has been paid by the Purchaser and the Vendor herein further assures that the property is free from all encumbrances, charges, liens, lispensens and /or there are no pending Agreement/s for sale ;

AND WHEREAS the Vendor further assures to render all help in having the land sold herein to be mutated in the name of the Purchaser herein AND the vendor assures all help including presenting himself/herself as and when required at the BLRO office and/or otherwise by way of Affidavits and/or otherwise in any manner as required by the Purchaser herein ;

AND WHEREAS the Vendors herein have stated on record that the Property is free from all encumbrances and has been released from the West Bengal Housing Board vide their Memo No.341-HI/NTP/IP-8/06 dated 4th July,2006 , a copy of which has been supplied to the Purchasers ;

AND WHEREAS the Purchaser relying on the aforesaid representations made by the party of the First part has agreed to purchase **ALL THAT Sali Land** measuring an area of 47 sataks of land lying and situated at Mouza-SALUA, J.L. No. 3, Re. Sa No. 109 Touzi No. 125B 1 No.Comprised in R.S. Khatian No.328 C.S. Khatian No.101 in C.S. Dag No. 459 R.S. Dag No. 538 under Police Station- Dum Dum Airport, in the District of North 24 Parganas morefully described in the Schedule mentioned hereunder hereinafter and free from all encumbrances, charges, liens, lispensens, acquisitions of whatsoever and howsoever nature at or for a total consideration of Rs.56,25,000/- (Rupees Fifty six lacs twenty five thousand only) to which both the parties have agreed ;

AND WHEREAS the Party of the First part has already made the total consideration amount of Rs.56,25,000/- (Rupees Fifty six lacs twenty five thousand only) on or before the execution and registration of these presents and the Party of the First part has given actual physical vacant and khas

sewers drains ways , paths, passages drive-ways, fences, hedges, ditches, trees walls, lights, liberties, privileges, easements and appendages and appurtenances whatsoever to the said property belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used, occupied or enjoyed therewith And the reversion or reversions, remainder or remainders and rents issues and profits thereof and all and every part thereof and all the estate right title interest user trusts property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be **TO HAVE AND TO HOLD** the said Land the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchasers absolutely and forever free from all encumbrances whatsoever and the Vendors do hereby state on record that the said land is not effected by any scheme of the Kolkata Municipal Corporation, Kolkata Municipal development Authority, Calcutta Improvement trust, Rajarhat – Gopalpur Municipality, WBIDC, HIDCO and/or by any other scheme for acquisition or otherwise by any central and state government authority / Government Authority including urban land ceiling Department or otherwise **A N D** that free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified or from and against all and manner or former or other estates rights titles leases mortgage charges trusts wakfs debuttars attachments lispenedens claims demands and encumbrances whatsoever made done occasioned or suffered by the Vendors or any person or persons lawfully or

equitably claiming or to claim by from through under or in trust for the Vendors AND further that the Vendors and all persons having or lawfully claiming any estate right title interest whatsoever in the said land messages hereditament and premises hereby granted transferred sold conveyed assigned and assured or any part thereof from under or in trust for the Vendors 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 deeds matters assurances and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said land messuage hereditament and premises hereby granted transferred sold conveyed assigned assured and confirmed and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers AND the Vendors do hereby covenant with the Purchasers to indemnify the Purchasers against all actions suits and proceedings and for any loss or damage or any interference with the right title and interest of the Purchasers in respect of the demised land with Premises by and / or for any person or persons and / or Government in respect of any claim against the demised land with premises and shall be liable to make good all such loss or damages as suffered by the Purchasers AND the Vendors do hereby confirm that they are the absolute owners of the said premises and state and confirm that all Municipal Taxes ,land Taxes, land cess, Khazna and / or any other Taxes whether levied or not but relating to the period prior to the date hereof shall be paid by the Vendors and after the date of possession shall be paid by the Purchasers.

THE VENDORS DO TH HEREBY COVENANTS WITH THE PURCHASERS as follows :

- i) That notwithstanding any act deed or thing done by the Vendors the Vendors has good right , full power and absolute authority, to grant, convey and transfer the said Land unto the purchasers herein in the manner aforesaid.

- ii) And that the purchasers shall or may at all times hereafter peacefully and quietly possess and enjoy the same and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully claiming from under or in trust for the Vendors .

- iii) And that the documents of title in respect of the property shall be handed over to the Purchaser on or before the execution of these presents and the Vendor shall produce all papers which is/are in the Power or custody of the Vendors at all reasonable time and at the cost of the purchasers or its nominee or nominees.

- iv) And that the Vendors do state that they shall always assist the Purchasers herein to have the mutation done in their names at the various Government offices including BL& LRO office and/or the L/R. Office, DLRO office, etc .

- v) And it is agreed that the Vendors herein would have deemed to have handed over physical vacant and peaceful Possession simultaneously with

the execution and registration of this deed of conveyance. The Vendors further agree that all taxes and/or impositions with respect to the aforesaid land whether levied or not but related prior to the date of this Deed of conveyance shall be paid by the Vendors as the case may be and all taxes after the date of registration of this conveyance shall be paid by the Purchasers.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT Sali Land measuring an area of 47 Sataks of be the same a little more or less lying and situated at Mouza- SALUA J.L. No. 3 Re.Sa.No.109 Touzi No.125-B 1 No. corresponding to L.R. Khatian No. 137 C.S. Dag No.459 corresponding to R.S. Dag No.538 under Police Station – Dum Dum Airport within local limits of Rajarhat Gopalpur Municipality Ward No.4 and within the District of North 24 parganas as shown in the map or Plan annexed hereunder and butted and bounded in the following manner that is to say:

ON THE NORTH : By R.S. Dag No.535
ON THE SOUTH : By R.S.dag No.539)
ON THE EAST : By R.S. Dag No.537 and 540
ON THE WEST : By R.S. Dag No. 521

The Property is free from West Bengal Housing Board vide Memo No.341-HI/NTP/1P-8/06 dated 4th July,2006.

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs.56,25,000/- (Rupees Fifty six lacs twenty five thousand only) being the entire amount of consideration as per the memo of consideration stated hereunder :

DATE	Cash/Chq/P.ONO.	Bank	AMOUNT(RS.)
30/11/06	044077	Standard Chartered Bank	7,50,000/-
30/11/06	044078	do	7,50,000/-
30/11/06	044079	do	7,50,000/-
30/11/06	044080	do	7,50,000/-
30/11/06	044081	do	1,25,000/-
30/11/06	667347	A B N. Amro Bank	3,75,000/-
30/11/06	667348	do	7,50,000/-
30/11/06	667349	do	7,50,000/-
30/11/06	667350	do	3,75,000/-
30/11/06	667351	do	2,50,000/-

Rs.56,25,000/-

WITNESS:

1. Mr. Tajuddin

2. Mr. Imad Ali

3. Mr. Ebrahim

Mr. Sajid

Mr. Sana

Mr. Hafiz

Mr. Rasim

Mr. Rabbir Hossain

Ms. Safia Begam

(SAFIA BEGAM)

Rafia Begam

Nasim Begam

Mr. Rabbir

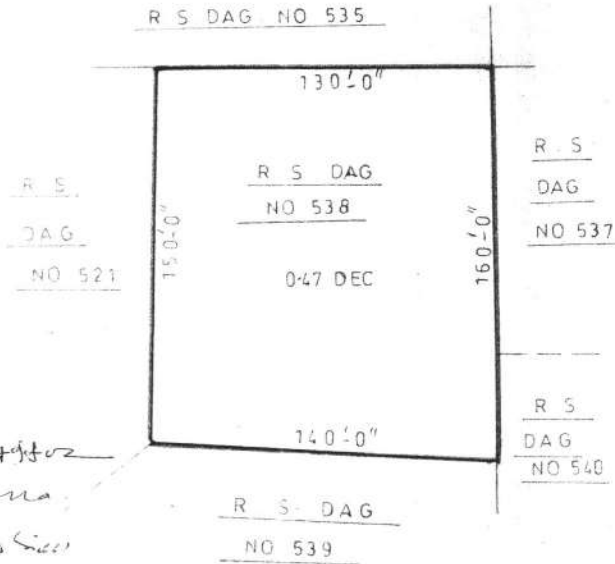
SITE PLAN

OF LAND OF R. S. DAG NO 538, L.R. KH NO KRI 137,
MOUZA - SALUA, JL NO 3, R. S. NO 109, P.S. AIRPORT,
DIST-NORTH 24 PGS Scale: 1"=50'-0"

LAND AREA: 0.47 Decimals (1B. 8K. 7CH) (Approx)

Vendee

Vendors: 1) Sk Goffur, 2) Sk Sona, 3) Sk Zakir Hossain,
4) Sk Nasir, 5) Sk Kasim, 6) Sk Hasim, 7) Safia Bibi,
8) Rajiya Begam & 9) Nasima Begam.



Sk. Goffur
Sk. Sona
Sk. Hasim
Sk. Nasir
Sk. Zakir Hossain
Sk. Safia Bibi
Rajiya Begam

Nasim Begam
Sk. Kasim

For SP NIRMANN T. LTD,
Sundar K. Ghosh
Director.

Sign of vendors

copied by
SK

Thumb, 1st Finger, Middle Finger, Ring Finger, Small finger



Left Hand:



Right Hand:



NAME: SK NASIR

SIGNATURE: SK Nasir



Left Hand:



Right Hand:



NAME: SK ZAKIR HOSSAIN

SIGNATURE: Zakir Hossain



Left Hand:



Right Hand:



NAME: KATEA BEDEM

SIGNATURE: Katea Bedem



Left Hand:



Right Hand:



NAME:

SIGNATURE:

Handwritten signature in Arabic script.

Thumb, 1st Finger, Middle Finger, Ring Finger, Small finger



Left Hand:

Right Hand:



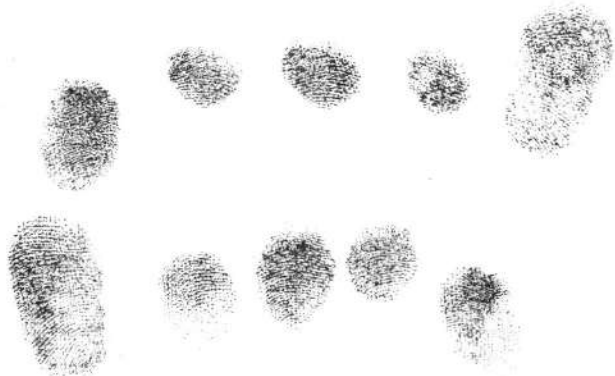
NAME: Nasim Bagm

SIGNATURE:



Left Hand:

Right Hand:



NAME: SUNIL KUMAR GIRIA

SIGNATURE: Sunil Kumar



Left Hand:

Right Hand:

NAME:

SIGNATURE:



Left Hand:

Right Hand:

NAME:

SIGNATURE:

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-10825 of :2008
(Serial No. 09137, 2006)

On 02/12/2006

Payment of Fees:

Fee Paid in rupees under article : A(1) = 61864/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:02/12/2006

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-5625000/-

Certified that the required stamp duty of this document is Rs 337510 /- and the Stamp duty paid as: Impressive Rs- 10

Deficit stamp duty

Deficit stamp duty 1.Rs 13800/- is paid, by the draft number 653907, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 2.Rs 19400/- is paid, by the draft number 657827, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 3.Rs 14800/- is paid, by the draft number 653906, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 4.Rs 25600/- is paid, by the draft number 653908, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 5.Rs 49800/- is paid, by the draft number 657828, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 6.Rs 49800/- is paid, by the draft number 657829, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 7.Rs 49800/- is paid, by the draft number 657830, Draft Date 25/09/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 8.Rs 49800/- is paid, by the draft number 389227, Draft Date 17/11/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 9.Rs 49800/- is paid, by the draft number 389228, Draft Date 17/11/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006. 10.Rs 15050/- is paid, by the draft number 389236, Draft Date 17/11/2006 Bank Name STATE BANK OF INDIA, 1401kolkata, received on :02/12/2006.

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

Presented for registration at 11.30 hrs on 02/12/2006, at the Office of the A. R. A. - II KOLKATA by Sk Gofur, one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 02/12/2006 by

1. Sk Gofur alias Sekh Gafur, son of Late Nazimul Huda, Salua North 24 Pgs., Thana Airport, By caste Muslim, by Profession : Business
2. Sk Sona, son of Lt Nazimul Huda, Salua Gopalpur North 24 Pgs., Thana Airport, By caste Muslim, by Profession : Business
3. Sk Hasim alias Sekh Hasim, son of Late Nazimul Huda, Salua Gopalpur North 24 Pgs., Thana Airport, By caste Muslim



[Ajoy Kr Pradhan]
A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF
KOLKATA

Govt. of West Bengal

26/12/08

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-10825 of :2008
(Serial No. 09137, 2006)

- ,by Profession :Business
4. Sk Kasem alias Seikh Kasem, son of Late Nizamul Huda ,Salua North 24 Pgs. ,Thana Airport, By caste Muslim,by Profession :Business
5. Sk Nasir alias Sekh Nasir, son of Late Nizamul Huda ,Salua North 24 Pgs. ,Thana Airport, By caste Muslim,by Profession :Business
6. Sk Zakir Hossain alias Sekh Jakir, son of Late Nazimul Huda ,Salua North 24 Pgs. ,Thana Airport, By caste Muslim,by Profession :Business
7. Safia Begum alias Safia Bibi, wife of Badsha Mondal ,Salua North 24 Pgs. ,Thana Airport, By caste Muslim,by Profession :Business
8. Razia Begum alias Rajiya Begum, wife of Sk Sadruddin ,Salua North 24 Pgs. ,Thana Airport, By caste Muslim,by Profession :House wife
9. Nasima Begum, wife of Sk Monik ,13/1, Satgachi 1st Lane P. O - Tiljala ,Thana Tiljala, By caste Muslim,by Profession :House wife
10. Sunil Kr Giria,Director,M/s. S. P Nirman Pvt Ltd,6 Camac St,Kolkata- 17, profession :Business
Identified By Jeetendra Singh, son of .. 1, Old Post Office St. Kolkata - 1 Thana: .., by caste Hindu,By Profession :Service.

Name of the Registering officer :.....
Designation :A. R. A. - II KOLKATA

On 26/12/2008

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.

Name of the Registering officer :Ajoy Kr Pradhan
Designation :A. R. A. - II KOLKATA



[Ajoy Kr Pradhan]
A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF
KOLKATA

Govt. of West Bengal

26/12/08

DATED THIS 2nd DAY OF DECEMBER 2006

DEED OF CONVEYANCE

BETWEEN

SK. GOFUR & ORS.

VENDORS

AND

M/S S. P. NIRMAN PRIVATE LIMITED

PURCHASER



S.K.DAGA(ADVOCATE),
1, OLD COURT HOUSE CORNER,
TOBACCO HOUSE ,
3RD FLOOR-ANNEXE BLDG.,
KOLKATA - 700 001,
PH: 22100902/22439138.