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ESQUIRE COMMERCE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at No. 34, Garan Hata Road, Kolkata-700 006

25/4/06 hidn Mirday S/o Late Monthed Mirday residiataball 4 P.O. Lanhati P.S. + P.O. Lanhati P.S. Rojanhat. 24 pgs (V) STEWS COURTS & RELEADED GUETER as constituted allowers in originations of Nabakumar Bis was and Astofada Prisides MEDIN BINY Chille reagen NASKON No Vill+Po-S Unitamja ov osna co. H. warmer NIH-Pr-grown Rayiother Service 25/4/06

hereinafter 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, successors in interest and assigns) of the *ONE PART*;

AND

NABAKUMAR BISWAS;

(2) ASTOPADA BISWAS;

both sons of Late Amulya Charan Biswas and both residing at Village Bazetaraf, P. O. Shikharpur, P. S. Rajarhat, North 24 Parganas and both represented by their constituted attorney **MAHIDUL MIRDAY** son of Late Mokshed Mirday residing at Village & P. O. Lauhati, P. S. Rajarhat, North 24 Parganas vide power of attorney appointed vide Being no. 0102 of 2006, hereinafter jointly referred to as the "**VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, representatives, administrators and assigns) of the *OTHER PART*;

WHEREAS:

- A. The Vendors herein have jointly held out and represented through their constituted attorney to the Purchaser as follows:
 - At all material times, one Dasibala Biswas was the absolute and recorded owner of various plots of land situated in the

- District of 24 Parganas (North) including those recorded vide Khatian No. 206/1;
- The said Dasibala Biswas died intestate leaving behind surviving him two sons being the Vendor No. 1 and 2 herein, as his only legal heirs;
- iii) The Chandpur Gram Panchayat has by a Certificate dated 29th March, 2005 recorded and confirmed inter alia that the Vendors herein were the only legal heirs of the said late Dasibala Biswas at the time of his death;
- iv) By virtue of the intestate death of the said Dasibala Biswas and by operation of law, since deceased the Vendors herein became the joint owners of ALL THAT the piece and parcel of land measuring about 12 Satak comprised in or forming part of L. R. Dag No. 102 vide L. R. Khatian No. 206/1 in Mouza Bazetaraf under P. S. Rajarhat in the district of 24 Parganas (North);
- v) Apart from the above, the Vendor No. 1 herein is the recorded owner of ALL THOSE the pieces and parcels of land measuring about and recorded as 23.00 Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 30, 142, 143, 153 and 156 recorded vide L. R. Khatian No. 243 lying and situate in Mouza Bazetaraf under Chandpur Gram Panchayat under P. S. Rajarhat District 24 Parganas (North);
- vi) The Vendor No. 2 herein is the recorded owner of ALL THOSE the pieces and parcels of land measuring about and recorded as 17.00 Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 30, 142 and 143 recorded vide L. R. Khatian No. 47 lying and situate in Mouza Bazetaraf under Chandpur Gram Panchayat under P. S. Rajarhat District 24 Parganas (North);
- vii) The vendors herein thus are the owners and sufficiently entitled to ALL THOSE pieces and parcels of land measuring

about 52 Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 30, 102, 142, 143, 153 and 156 recorded vide Khatian Nos. 47, 206/1 and 243 all lying and situate in Mouza Bazetaraf under Chandpur Gram Panchayat under P. S. Bazetaraf District 24 Parganas (North) (hereinafter referred to as "the said land") which is more fully mentioned and described in the Schedule written hereunder;

- viii) The said land is free from all encumbrances whatsoever and howsoever and that the said land is an absolute khas vacant peaceful and actual possession of the Vendors.
 - ix) The Vendors herein have paid Khazana in respect of the said land upto date hereof.
- B. The Vendors being in urgent need of money for their respective personal and family requirements, have jointly approached the purchaser and offered to sell their respective lands being the said land herein and have jointly negotiated with the purchaser herein for sale of the said land and have agreed to sell transfer convey assure and assign unto and in favour of the purchaser the said land free from all encumbrances charges claims demands acquisitions requisitions mortgages lispendens absolutely and forever for the consideration and on the terms and conditions mutually agreed upon by the parties hereto;
- C. The purchaser has at or before execution of this indenture paid to the vendors the entire amount of the said mutually agreed consideration and has called upon the vendors to grant this conveyance in its favour.

NOW THIS INDENTURE WITNESSETH as

follows:

Relying on the aforesaid representations and assurances amongst others made by the Vendors and in pursuance of the said agreement made thereafter between the Vendors and the Purchaser and in consideration of a sum of Rs. 9,13,939/- (Rupees Nine Lacs Thirteen Thousand Nine Hundred & Thirty Nine) only paid to the Vendors by the Purchaser at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the Vendors do and each one of them doth hereby as by the receipt hereunder granted admit and acknowledge and of and from payment of the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the said land hereby sold or so intended to be, the Vendors do and each one of them doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser absolutely and forever free from all encumbrances, charges, claims, demands, liens, trusts, mortgages, lispendens, attachments, acquisitions and/or requisition the said land being ALL THOSE the pieces and parcels of land in aggregate measuring about 52.00 (Fifty Two) Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 30, 102, 142, 143, 153 and 156 recorded vide L. R. Khatian Nos. 47, 206/1 and 243, J. L. No. 50 within Chandpur Gram Panchayat in Mouza Bazetaraf in the District of 24 Parganas (North) more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy AND ALSO TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees standing crops walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and

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appurtenances and other similar rights for the beneficial use and enjoyment of the said land whatsoever 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 TO HAVE AND TO HOLD the said land and every part thereof more fully mentioned and described in the schedule written hereunder absolutely and forever without any hindrance, interruption, disturbance, claim or demand whatsoever from the Vendors or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendors.

- II. AND THAT the Vendors covenant that the interest which the Vendors profess to transfer, subsists and that the Vendors have good and marketable title, full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said land in the manner aforesaid.
- III. AND THAT the said land hereby transferred is free from all encumbrances, claims, demands, charges, mortgages, trusts, attachments, liens, lispendens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever made or suffered by the Vendors or their predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. AND THAT the Vendors do and each one of them doth hereby declare that the said land is under their own direct cultivation and that there is no Bargadar or Bhag Chasi in the said land.

- V. AND THAT the Vendors do and each one of them doth hereby indemnify and covenant to keep indemnified the Purchaser from and against all rights, titles, interests, liens, charges and encumbrances whatsoever made, done, executed or occasioned or suffered by the Vendors.
- VI. AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said land and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. AND THAT the Vendors and all persons lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land or any part thereof from, through, under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request of the Purchaser make, do, acknowledge and execute or cause to be done, made, acknowledged and executed all such further and other acts, deeds, matters, things and assuring the said land hereby sold, conveyed, assigned and assured and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably be required by the Purchaser.
- VIII. AND THAT all the rates, taxes and other outgoings in respect of the said land have been paid by the Vendors till the date hereof and the Vendors hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.

- IX. AND THAT the Vendors have assured that they had offered their respective areas of land to the contiguous owners of the said land and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the purchaser herein for the sale and transfer of the said land. The Vendors do and each one of them doth hereby further indemnify and covenant to keep indemnified the Purchaser herein against any claims, demands, injury, lispendens or any other harmful action against the Purchaser by any person claiming his right on the said land.
- X. AND THAT the Vendors do and each one of them doth hereby assure and confirm that the Vendors have not applied for mutation and/or recording of their names in respect of the areas of land inherited by them and that the same are still recorded in the name of the said Dasibala Biswas, since deceased.
- XI. AND THAT the Vendors do and each one of them doth herby further covenant that he shall sign all papers and assist in all manners required by the Purchaser herein for having its name mutated in respect of the said land hereby sold.

THE SCHEDULE above referred to:

ALL THOSE pieces and parcels of land as per details below:

DAG NOS.	KHATIAN NO.	NATURE OF LAND SALI	TOTAL AREA IN DAG	RECORDED AREA PURCHASED (In Satak) 5.00	
30			*22		
30	243	SALI	22	6.00	
102	206/1	DANGA	47	12.00	

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	52.00			
156	243	DOBA	7	2.00
153	243	PUKUR	28	4.00
143	243	DANGA	11	2.00
143	47	DANGA	11	3.00
142	243	DANGA	36	9.00
142	47	DANGA	36	9.00

in total the recorded area of land measuring about **52.00 Satak** be the same a little more or less lying and situated within Chandpur Gram Panchayat in Mouza Bazetaraf P. S. Bazetaraf in the district of 24 Parganas (North) or howsoever otherwise the same are is was or were heretofore butted bounded known numbered described called or distinguished.

IN WITNESS WHEREOF the Parties hereto have put and subscribed their respective hands and seals the day, month and year first above written.

SIGNED

SEALED

AND

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DELIVERED by the within named Vendors at Kolkata in presence of:

Jostanja varger Switch pm Inihai Charle 49. 20. 20. kvannestop Kd-59.

to the executate in venerale mi Control of this Dead and witched Obba mir a compor

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 9,13,919/- (Rupees Nine Lacs Thirteen Thousand Nine Hundred & Nineteen) only being the entire sum of money payable for and towards the sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash

Rs. 9,13,919-00

Rs. 9,13,919-00

(Rupees Nine Lacs Thirteen Thousand Nine Hundred & Nineteen) only

Witness

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Drafted by me.

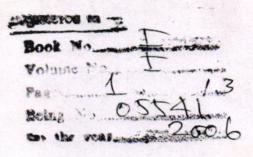
(S. K. Kanodia)

Advocate.

Signature of the executants/
purchasers/
Presentants

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DATED 25th day of April, 2006

NABAKUMAR BISWAS & ANR.

- VENDORS

AND

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ESQUIRE COMMERCE PRIVATE LIMITED

- PURCHASER

PERSONAL PROPERTY AND THE PERSONAL PROPERTY

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DEED OF CONVEYANCE

In respect of an area of land measuring 52.00 Satak in Mouza Bazetaraf, 24 Parganas (North)

seal

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KANODIA & CO.,

Solicitors & Advocates, 6, Old Post Office Street, KOLKATA - 700001. Off: 22307298/22109532 Fax: 22480035 Res.: 26557108/0151

Res.: 26557108/0151 www.kanodiaco.com [VVE-073con1]