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बन्दिमखल पश्चिम बंगाल WEST BENGAL

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A.A. 20 5020

*Signature*

*warrant that the signature is genuine  
is registered. The signatory shall lend  
the endorsement sheet attached with this  
document on the part of this document.*

*Asst. Insp. Sub-Station  
MADRAS, South 24 Division*

18 JUN 2009

DEED OF CONVEYANCE :

THIS DEED OF CONVEYANCE made this the 2nd day of June, 2009 BETWEEN SHI SIBBICK RAO son of late Sivarama Rao, by Faith Hindu, by occupation Engineer, residing at 48/5, Birsa Roy Road (West) , P.S.Sekin, Kolkata-700008 and at present 81, Eastlake Avenue, Flat No. 7(4) Seventh Floor, P.S.Sallyganj, Kolkata-700008, hereinafter called and referred to as the GRANTOR (whose name or expression shall unless excluded by us respondent

to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the FIRST PART :

AND

SHIV NIKETAN (P) LTD. a private Limited Company, having its registered office at 23A, N.S.Road, 4th floor, Room Nos. 6 & 18, Kolkata-700001, represented by its Director SRI LALIT KUMAR BHUTORIA sonof Prokash 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 by a Deed of Partition dt. 21.4.1939 one Biswanber Biswas, Sayamber Biswas and Akrur Biswas, all sons of late Gopal Chandra Biswas are jointly as party of the First part and one Ghanteswar Biswas, Kali Charan Biswas both sons of late Akshya Kumar Biswas are jointly as party of the Second part and one Sarat Chandra Biswas, sonof late Kinuram Biswas, Sadhan Chandra Biswas, Shola Nath Biswas and Sanjoy Biswas all sons of late Rajeswar Biswas and Arun Chandra Biswas sonof late Sambhu Ram Biswas are jointly as party of the Third part were made a partition in respect of property at Mouza Rashapunja, Samali and Nowabad and the said Partition Deed was registered at the office of the Sub-Registrar at Bishnupur and recorded in Book I, Vol.No.14, pages from 14 to 25, Being No. 975 for the year 1939.

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AND WHEREAS by virtue of the said partition deed , said Biswamber Biswas, Sayamber Biswas, and Akrur Biswas jointly allotted 72 sataks of sali land along with other lands/properties in Mouza Rasapunja, J.L.No. 15,R.S.No. 92, Touzi No. 351, Khatian No. 814 now 1076/1, Dag No. 4702 P.S.Bishnupur, District South 24-Parganas.

AND WHEREAS being enjoyed undivided 1/3rd share of land jointly with other co-sharers, said Akrur Biswas died intestate leaving behind his widow as his only legal heiress and successor and subsequently said widow of Akrur Biswas was also died intestate without having any child.

AND WHEREAS by way of inheritance, one Aswini Kumar Biswas son of late Biswamber Biswas, Dhananjoy Biswas and Mritunjoy Biswas, both sons of late Sayamber Biswas becomes joint owners of the said 72 sataks of sali land lying and situated at Mouza Rasapunja under Khatian No. 814 now 1076/1, P.S. Bishnupur, Dist. South 24-Parganas and having undivided 1/3rd share each.

AND WHEREAS by a Sale Deed dated 29th June, 1966 said Aswini Kumar Biswas, Dhananjoy Biswas and Mritunjoy Biswas jointly sold conveyed and transferred their right, title and interest in favour of one Pradip Ghosh in respect of said 72 dec. sali land in Mouza Rasapunja, Dag No. 4702 under Khatian No. 814 now 1076/1, P.S. Bishnupur Dist. South 24-Parganas and the said sale Deed was registered in the District Sub-Registrar Office at Alipore and recorded in Book No. I, Vol.No. 82, Pages 175 to 178, Being No. 3666 for the year 1966.

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AND WHEREAS after purchase by a Deed of Sale being Deed No. 3666 for the year 1966 and at the time of taking possession of the said land, said Pradip Ghosh came to know that Hiralal Biswas was the Bargadar upon the said land.

AND WHEREAS by a registered Nadabi deed, said Hiralal Biswas declared and relinquished his right as Bargader in favour of said Pradip Ghosh and the said Nadabi Patra was registered in the Sub-Registrar office at Bishnupur and recorded in Book No. I Vol.No. 97, pages from 125 to 127, Being No. 7828 for the year 1974.

AND WHEREAS having been an actual possession and absolute owner of the said land, on 18.10. 1977 said Pradip Ghosh sold, conveyed and transferred his right, title and interest of the said land in favour of Samita Guha wife of Sri Pradip Guha of 7, Salimpur Bye Lane, Kolkata-700031 and the said deed was registered at the office of the District Registrar office at Alipore and recorded in Book No. I, Vol.No. 218, Pages 95 to 99, Being No. 7026 for the year 1977.

AND WHEREAS after purchased by virtue of said sale deed No. 7026, for 1977, and having been an actual possession said Samita Guha sold, conveyed and transferred the said property in favour of Tapash Ray.

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AND WHEREAS the said Deed was registered in the Office of District Sub-Registrar at Alipere and recorded in Book No. I, Volume No. 155, Pages from 335 to 341, Being No. 8641 for the year 1985.

AND WHEREAS the said Tapash Roy being the sole and absolute owner of the aforesaid property and mutated his name within the appropriate authority and the same has been recorded with Record of Rights in his name under Khatian No. 1076/1 as Dag No. 4712 instead of Dag No. 4702 and paid the Dakhila and thereafter for his urgent need of money said Tapash Roy sold and transferred a piece and parcel of land measuring about 30 cettahs out of 62 dec. to 'M/S.SAINIK COOKING GAS' by a Deed of Conveyance, which was duly registered in the office of D.S.R.-IV at Alipere and the same have been recorded as Being Deed No. 3441 for the year 2006, and handed over the vacant possession of the same forever, and they mutated their names with Settlement Department and the land has recorded as Khatian No. 3775 and Dag No. 4712.

AND WHEREAS due to urgent need of money the said M/S. SAINIK COOKING GAS sold, conveyed and transferred a piece and parcel of salt land measuring about 30 cettahs in L.R.Dag No. 4712 under previous Dag No. 4702 under L.R. Khatian No. 1076/1, present L.R.Khatian No. 3775 and previous Khatian No. 814 at Meuza Rasapunja, J.L.No. 15, R.S.No. 92, Teuzi No. 351, P.S.Bishnupur, District South 24-Parganas to the Present Vender, Sri Semmath Basu on 1.10.2008 by a Deed of Conveyance registered at the office of the Addl. Dist. Sub-Registrar, Bishnupur, South 24-Parganas and was recorded in Book I, CD Volume No. 17,

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Pages from 1450 to 1465, Being No. 04613 for the year 2008.

AND WHEREAS the Vender herein being the sole and absolute owner of the said property and possess the same without any disturbance from any quarter but for its urgent need of money, has decided to sell and transfer a piece and parcel of said land measuring about 30 cettahs or 50 decimals in L.R.Dag No. 4712 under previous Dag No. 4702 under L.R.Khatian No. 1076/1 present L.R.Khatian No. 3775 and previous Khatian No. 814 at Mouza Rasapunja, J.L.No. 15, R.S.No. 92, Teuzi No. 351, P.S.Bishnupur, District South 24-Parganas, which is more fully described in the Schedule hereunder and being heard the same the Purchaser herein have agreed to purchase the same at a lump sum consideration of Rs. 55,00,000/- (Rupees fifty five lakhs ) only free from all encumbrances and the Vender herein has accepted the said price of the purchaser being fair and adequate and has agreed to sell the same to the purchaser forever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and in consideration of the said sum of Rs. 55,00,000/(Rupees fifty five lakhs ) only of lawful money of the Union of India well and truly paid in hand to the Vender by the Purchaser on or before the execution of these presents ( the receipt whereof the Vender doth hereby as well as by the receipt hereunder written admit and acknowledged in the following memo) the Vender do hereby grant,

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convey, transfer, assign and assure unto and to the use of the said land fully and particularly mentioned in the Schedule hereunder written free from all encumbrances TOGETHER WITH all rights, liberties, privileges, easements, and advantages whatsoever thereunto belonging or otherwise appertaining to or with the same or any of them or any part thereof or now are or at any time heretofore were or was held, used, occupied engaged or reputed to be appurtenant thereto and to the reversion or reversions, remainder or remainders of all the rents issues and profits thereof and all the estate, right, title and interest use, claim and demand whatsoever both in law and in equity of the Vender late and upon the said land or any part thereof to save and to hold the said land hereditaments and premises hereby granted, transferred and conveyed, assured, assigned or expressed or intended so to be with all rights, and appurtenances thereof UNTO AND TO THE USE OF the said purchaser that notwithstanding any act, deed, matter or things whatsoever by the Vender done or excute or knowingly suffers to the contrary the Vender is now lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said messuage tenements lands hereditaments and premises hereby granted or expressed so to be and every part thereof or a perfect and indefeasible estate or inheritance without any manner of encumbrances, charges, conditions, use, trust or any other things whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or things whatsoever as aforesaid the Vender has now in himself good right full power and absolute authority to grant, transfer and convey the said land hereby granted

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conveyed or intended or expressed so to be more particularly mentioned and described in the Schedule hereunder written UNTO AND TO THE USE of the purchaser in the manner aforesaid and according to the true intent and meaning of this presents and that the purchaser shall and may at all times thereafter peacefully and quietly possess and enjoy the said land hereditaments and premises receive the rents, issues and profits thereof without any hindrance lawful eviction, interruption, claim and demand whatsoever from or by the Vender or any person or persons lawfully or equitably claiming from under or in trust for them AND THAT free and clear freely and clearly and absolutely acquitted, exonerated released and make discharge or otherwise at the cost and expenses of the Vender well and sufficiently saved charges, liens, mortgages, encumbrances, attachments, lispendences, created or suffered by the Vender or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vender and all persons having or lawfully or equitably claiming an estate or interest whatsoever in the land hereditaments and premises or any of them or any part thereof from or in trust for the Vender 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 or executed all such acts, things whatsoever for further more perfectly assuring the said lands hereditaments and premises and every part thereof unto the purchaser or its successors in office and assigns in the manner aforesaid as well as shall or may be reasonably required AND THAT the Vender do hereby further covenant with the purchaser that if it is found that there is any defect in Vender's title in the said property or that the said property is under any charge, mortgage, decree of any court



of law, encumbrances or attachments then and in that event the vender shall be liable to indemnify the Purchaser and shall bear and pay all consequential damages and compensation whatsoever to make good of the title of the Vender in the property AND THAT the Vender further covenants with the said purchaser that the said property as described in the Schedule hereunder is not under any order of requisition or acquisition by the Government or any Public or statutory body and no such notice of acquisition by the Govt. of the said property or part thereof has been served upon the Vender and the said property or any part thereof is not under any alignment or scheme of the State Govt. Central Govt. or the Improvement Trust AND FURTHER MORE THAT the Vender and his heirs and executors, and assigns shall at all times hereafter indemnified and keep indemnified the purchaser, its successors in office and assigns against any loss damages, costs, charges and expenses if any suffered by the reason of any defect in the title of the Vender or any breach of the covenants hereunder contained. And the purchaser shall be entitled to sell, mortgage and transfer the said land to any person or persons without any hindrance from the Vender and it is further agreed by and between the parties that the purchaser can enjoy all easements right of common passages from the main road to the land as described in the schedule without any obstruction from any corners whatsoever.

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*Part 1*

: THE SCHEDULE ABOVE REFERRED TO :

ALL THAT a piece and parcel of sali land measuring about 30 (thirty) cettahs or 50(fifty) decimals in L.R.Dag No. 4712 under previous Dag No. 4702 under L.R.Khatian No. 1076/1 at present L.R.Khatian No. 3775 and previous Khatian No. 814 at Meuza Rasapunja, J.L.No. 15, R.S.No. 92, Teuzi No. 351, P.S. and A.D.S.R. Office Bishnupur, District South 24-Parganas now within the local limits of Rasapunja Gram Panchayet under Thakurpukur Mahestala Panchayet Samity, along with all sorts of easements right, title and interest, privileges of schedule land and the passages attached thereto, and Schedule land is sali land and use for cultivation purpose, Schedule land is more specifically and particularly shown and delineated in the plan marked with Red border. The proportionate rent of the Schedule land is payable to the Govt. of W.B. through the District Collector, South 24-Parganas, which is butted and bounded as follows :

- ON THE NORTH : Part of Dag No. 4702 ;
- ON THE SOUTH : Part of Dag No. 4702 ;
- ON THE EAST : Part of Dag No. 4701 ;
- ON THE WEST : P.W.D. Khal then Bakhranet Road.

IN WITNESS WHEREOF the Vender and purchaser hereunto

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set and subscribed their respective hands and seal, the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

- 1). *Santanu Kumar Das*  
(SANTANU KUMAR DAS)  
S/O - Lt. B.S. DAS  
VILL - S. BAWALI  
P.O - BAWALI  
P.S. NODAKHOLI

*Santanu Das*

SIGNATURE OF THE VENDOR.

- 2). Rajib Samal  
Kumar para, Maheshtala  
Kul - 141.

SHY NIKETAN PVT. LTD.

*Rajib Samal*  
Director

SIGNATURE OF THE PURCHASER.

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MEMO OF CONSIDERATION :

By Manager's Cheque dt. 2.6.2009  
drawn on HDFC Bank, Kolkata-Stephen  
House (EBD Bag), Kolkata-1, No.  
131974.....                      .....                      ..... Rs. 55,00,000/-

(Rupees fifty five lakhs only).

WITNESSES :

1). *Sankham Kumar Das*  
S/O - Lt. B. S. Das  
Vill - S. Barua  
P.O - Barua  
P.S - Nodakhal

*Souranjan Das*

SIGNATURE OF THE VENDOR.

2). *Rajib Kumar*  
Rajib Kumar  
Kumargura, Mahastab.  
Kul. 191.

Drafted by me,

*Bimal Ch Lahiri*

Advocate.  
**BIMAL CH. LAHIRI**  
M.A.L.L.B. ADVOCATE  
Judges Court, Alipore  
Kolkata - 27

Typed by me,

*Kamal Kumar*  
Alipore Police Court,  
Kolkata-27.

SITE PLAN OF PART OF R.S. DAS NO. 4702 UNDER  
 KHATIAN NO. 814 W.R. KHATIAN NO. 3775 AT MOUZA -  
 BRSAPUNJA I.L. NO. 15 R.S. NO. 92 TOLZI NO. 351 P.S. BISHNUPUR  
 DIST - SOUTH 24 PARGANAS. SCALE: 1" = 60'-0"

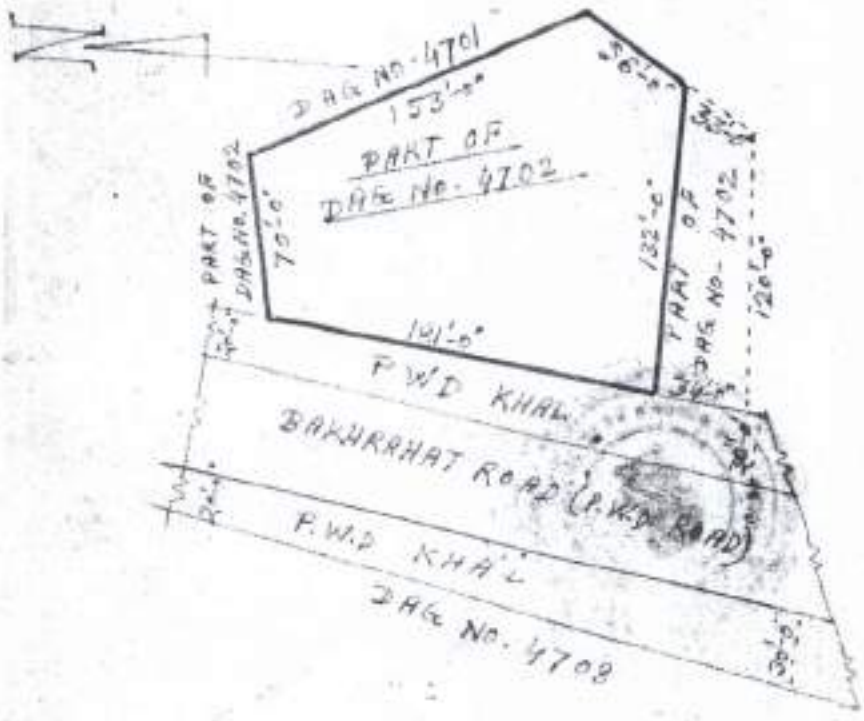
AREA OF LAND = 30 KATHA OR 50 DEC MARKED WITH RED BORDER

VENDEE

SHIV NIKETAN (P) LTD.  
23 A, N.S. ROAD 4TH FLOOR  
KOLKATA - 700001

VENDOR

SOMNATH BASU  
31, SOUTHERN AVENUE  
FLAT NO. 7(Y) 7TH FLOOR  
P.S. TOLLYGUNGE  
KOLKATA - 700029



*Somnath Basu*

SHIV NIKETAN (P) LTD.  
 23 A, N.S. ROAD  
 KOLKATA - 700001

DRAWN BY

*[Signature]*

REGISTERED

**Government Of West Bengal**  
**Office of the A. D. S. R. BISHNUPUR**  
**BISHNUPUR**  
Endorsement For deed Number :-03181 of :2009  
(Serial No. 02429, 2009)

On 06/06/2009

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

Presented for registration at 19:57 hrs on :06/06/2009,at the Private residence by Somnath Basu,Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 06/06/2009 by

1. Sri Lalit Kumar Bhutoria,Director,Shiv Niketan ( P ) Ltd.,23 A, N. S. Road, 4th Floor,,Room No.- 6 & 18, Kolkata-700001., profession :Others  
Identified By :Santanu Kumar Das. son of Lt. B. S. Das VII.+ P. O.- Bawal, Dist- South 24 Pgs Thana: Nodakhali, by caste Hindu,By Profession :Others.

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

On 10/06/2009

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) = 60489/- ,E = 7/- on:10/06/2009

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- 5500000/-

Certified that the required stamp duty of this document is Rs 330010/- and the Stamp duty paid as Impresive Rs- 8000

Deficit stamp duty

Deficit stamp duty Rs 325010/- is paid, by the draft number 573384, Draft Date 08/06/2009 Bank Name STATE BANK OF INDIA

  
[Kamal Biswas]  
ADDITIONAL DISTRICT SUB-REGISTRAR OF  
BISHNUPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF  
BISHNUPUR

Govt. of West Bengal

Government Of West Bengal  
Office of the A. D. S. R. BISHNUPUR  
BISHNUPUR  
Endorsement For deed Number :I-03181 of :2009  
(Serial No. 02429, 2009)

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Commercial Br. Aipo, received on : 10/06/2009.

Admission of Execution(Under Section 53)

Execution is admitted on 10/06/2009 by

1. Sri Somnath Basu, son of Lt. Biswanath Basu, 81, Southern Avenue, Flate No. 7 (4) Seventh Floor, Koll-700029, Thana Tollygunge, By caste Hindu, by Profession :Business  
Identified By Santanu Kumar Das, son of Lt. B. S. Das Vill + P. O.- Bawal, Dist.- South 24 Pgs Thana: Nodakhali, by caste Hindu, By Profession :Others.

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

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 11  
Page from 1632 to 1649  
being No 03181 for the year 2009.



(Kamal Biswas) 10 June-2009  
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR  
Office of the A. D. S. R. BISHNUPUR  
West Bengal