

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this the 18<sup>th</sup> day of February, (Two Thousand Sixteen) 2016.

BETWEEN

To be cont.....

NAJIR HOSSAIN, son of Late Habibar Rahaman alias Habibar Rahaman Molla, residing at Village & P.O. - Metiagacha, P.S.- Rajarhat, District of North 24 Parganas, Kolkata - 700135, by faith- Muslim, by occupation-Business, by Nationality- Indian, hereinafter called and referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives nominees and assigns) of the ONE PART.

### -AND-

NICKY COMMERCIAL PRIVATE LIMITED (having PAN: AAACN8443M), a Company, incorporated under the Companies Act. 1956, having its Office at 23A, Netaji Subash Road, 4th floor, Room No. 7A, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata-700001, represented by its Director SRI ROSHAN LAL SINGHAL, (having PAN: ALCPS8734J), son of Late Chander Bhan Singhal, residing at 23A, Netaji Subash Road, 4th floor, Room No. 7A, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata-700001, by faith- Hindu, by occupation- Business, by Nationality- Indian, hereinafter called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Director in office for the time being in force, executors, administrators, representatives and assigns) of the OTHER PART.

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WHEREAS One Habibar Rahaman alias Habibar Rahaman Molla was the absolute owner and possessor of two plots of Sali land total measuring an area of 19.25 Satak comprised in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790, under the following manner as per Dag wise:-

Recorded	Share	Total	R.S. &	L.R. Khatian	Nature
land area	of land	land	L.R. Dag	No.	of land
11.00 Satak	0.3793	29 Satak	5109	1790	Shali
08.25 Satak	0.2500	33 Satak	5129	1790	Shali

lying and situated at Mouza- MATIAGACHA, J.L. No. 187, R.S. No. 154, Touzi No. 146, within the local limits of Kirtipur 2 No. Gram Panchayet, within the jurisdiction of Barasat P.S. at present Rajarhat Police Station, in the District of North 24 Parganas, by virtue of own L.R. Settlement Record of Rights being L.R. Khatian No. 1790, absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plots of land, the said Habibar Rahaman alias Habibar Rahaman Molla died intestate leaving behind his five sons namely (1) Najir Hossain (the Vendor herein), (2)

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Jaynal Abedin, (3) Ainul Molla, (4) Saddam Hossain and (5) Tajir Hossain and three daughters namely (1) Khadija Bibi, (2) Sajida Bibi and (3) Farida Bibi and one wife namely Masura Bibi as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Farayez Act. where the wife got 2 Anas share i.e. 02.40 Satak out of 19.25 Satak and after dedaction of mother share each son got 2/13 share i.e. 02.59 Satak out of 16.85 Satak and each dauther got 1/13 share i.e. 01.30 Satak out of 16.85 Satak and free from all encumbrances whatsoever.

AND WHEREAS the said Najir Hossain (the Vendor herein) is the absolute owner and possessor of two plots of Sali land total measuring an area of 02.59 Satak comprised in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790, lying and situated at Mauza- MATIAGACHA, J.L. No. 187, R.S. No. 154, Touzi No. 146, within the local limits of Kirtipur 2 No. Gram Panchayet, within the jurisdiction of Barasat P.S. at present Rajarhat Police Station, in the District of North 24 Parganas, and free from all encumbrances whatsoever.

AND WHEREAS Since then, the said Najir Hossain (the Vendor herein) is the absolute owner of total land measuring an area 02.59 Satak comprised

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in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790, more fully and particularly described in the schedule hereinafter written, by virtue of above inheritance from his father and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to any body in any way as they will think fit and proper.

AND WHEREAS Now the Vendor herein has agreed to sell and the Purchaser herein has agreed to purchase the aforesaid plots of land total measuring an area of 02.59 Satak comprised in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790, more fully described in the schedule hereinafter written, for the total consideration of Rs. 2,82,544/- (Rupees Two Lac Eighty-two Thousand Five Hundred Forty-four) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of Rs. 2,82,544/- (Rupees Two Lac Eightytwo Thousand Five Hundred Forty-four) only, of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor

paid at the time of or before the execution hereof (the receipt whereof the Vendor doth hereby by this receipt and Memo of consideration hereunder written admit and acknowledge the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be ) the Vendor doth hereby grant sell, convey transfer assign and assure unto and in favour of the Purchaser herein ALL THAT piece or parcel of Sali land total measuring an area of 02.59 Satak comprised in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790, lying and situated at Mouza-MATIAGACHA, J.L. No. 187, R.S. No. 154, Touzi No. 146, within the local limits of Kirtipur 2 No. Gram Panchayet, within the jurisdiction of Barasat P.S. at present Rajarhat Police Station, at present Rajarhat Police Station, in the District of North 24 Parganas, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the 'SAID PLOTS OF LAND' together with all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, areas sewers drains ways paths passages fences hedges ditches trees water courses lights and all manner of former and other right liberties benefits, privileges easements appendages and appurtenances whatsoever belonging or in any way appertain-To be cont ......

ing thereto or reputed or known to be part or parcel of member thereof which now is or are or hereto before were or was held used occupied or enjoyed therewith AND reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof AND all the Raiyati and entire share estate right title interest inheritance use trust possession property claim easements quasi easements privileges claims and demands whatsoever of the Vendor out of or upon the properties benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH all deeds paths muniments writings and evidences of title in anyway relating to or connected with the said property or any part thereof which now are or is or hereafter may be in possession, power, custody or control of the Vendor or any person or persons from whom the Vendor or any of them may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages, charges, leases, tenancies, occupancy rights, liens, lispendences, attachments, bargaders, trusts, claims, demands, acquisition, requisition, vesting, alignment claims demands and liabilities whatsoever or howsoever.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS UNDER:-

- That free and clear and freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses of the Vendor is and sufficiently entitled and saved defended kept harmless and other easement rights title claim mortgage liens lispendences, attachments whatsoever.
- 2. That the Purchaser shall hereinafter peacefully and quietly possess and enjoy the said property in khas without any claim or demand whatsoever from the Vendor or his legal heirs, executors, administrators, representatives, nominees and assigns.
- 3. That no notice issued under the public demand recovery act has been served on the Vendor not any such notice has been published.
- That the land fully described in the schedule below stands retained by the Vendor through operation of family ceiling as envisaged in chapter II-B, West Bengal Land Reforms Act.

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- 5. That the said land or any part or portion thereof or under any interest therein has not vested in and/or is neither acquired nor any notice has been served under the state of West Bengal Estate Acquisition Act. 1953 or statutory modification thereof or under the Urban Land (Ceiling & Regulations) Act. 1976 or any other law for the time being in force.
- 6. It is hereby declared by the Vendor that the said land which have been described in the schedule hereinafter written is the self acquired property of the Vendor and that he is not the benamder of any one.
- 7. It is hereby declared that the said Purchaser has the absolute right to mutate his name in respect of the present purchased land.
- 8. All the taxes land revenue and impositions payable in respect of the said property up to date of these presents have been fully paid by the Vendor and if any portion of such taxes levies impositions etc. be found to have remained unpaid for the period up to date the same shall be deemed to be the liability of the Vendor and realizable from the Vendor.
- 9. It is hereby declared by the Vendor that the said land are absolutely free from all encumbrances and that is not the benamder of anyone and the same is not the DEBATTOR or PIROTTOR property or is not subject

matter of any court case or not any litigation from any corners whatsoever.

- 10. That the Vendor has not yet taken any loan or financial benefits from any bank or financial institutions or any corners in respect of the schedule mentioned land.
- 11. If it is transpired subsequently that the said property hereby sold, conveyed and transferred and assigned by the Vendor is found to be not free from all encumbrances or if it is found that the total quantum or any quantm of the land sold, conveyed and transferred is physically absent or the Vendor do not have valid right title interest and possession of the said land or any part thereof, the Vendor shall be bound to give possession of the equal quantum of land owned held and possessed by him/ them and if any mistake is/are detected hereafter in this deed, that will be ratified by the Vendor without any claim or demand at the cost of the purchaser.

AND the Vendor herein deliver this day khas possession of the said land unto the Purchaser herein.

### THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of land hereby sold by the Vendor herein)

ALL THAT piece or parcel of rayati dakhali swattiya bisistha sali land total measuring an area 02.59 Satak comprised in R.S. & L.R. Dag Nos. 5109 & 5129, under L.R. Khatian No. 1790 (in the name of Habibar Rahaman), the said land clearly as under as per Dag wise:-

Saleable	Share	Total	R.S. &	L.R. Kh	Nature
land area	of land	land	L.R. Dag	No.	of land
01.48 Satak	0.0511	29 Satak	5109	1790	Shali
01.11 Satak	0.0337	33 Satak	5129	1790	Shali

the aforesaid land under lying and situated at Mouza- MATIAGACHA, J.L. No. 187, R.S. No. 154, Touzi No. 146, at present Touzi No. 12, within the local limits of Kirtipur 2 No. Gram Panchayet, within the jurisdiction of Barasat Police Station, at present Rajarhat Police Station, Pargana- Anowarpur, under A.D.S.R. Office, Barasat, in the District of North 24-Parganas, in the State of West Bengal.

It is clearly stated herein that the Vendor herein sold and conveyed the said total land measuring of 02.59 Satak be the same a little more or less together with all easement right of the same unto and in favour of the Purchaser herein.

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The annual proportionate rent will be payable as per State Government Rules and Regulations. There is no road surrounding these plots.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their hand's and seal's on the day, month and year first above written.

### SIGNED SEALED AND DELIVERED

by the Vendor at Rajaraht in Presence of:

1. (243 243) (24, 30)	0 all 577 7247342
2 Tanah Ali Sha	Mr. July my
vii-langal Potes	
f.s. Rayanhel- (M) 24 Poss	SIGNATURE OF THE VENDOR

Deed prepared and explained

	*
by me.	6
Anjeni	w. Nondal
110	Advocate Court
Bacasa	Ljubges Court
WB 179	8/1790

TYPED BY: し、あらいり (UPANANDA BISWAS)

Asha Computer, Kol - 135.

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### MEMO OF CONSIDERATION

RECEIVED with thanks from the within named purchaser, a sum of Rs. 2,82,544/- (Rupees Two Lac Eighty-two Thousand Five Hundred Forty-four) only, being the full consideration money of the schedule mentioned land and payment as per memo below.

### <u>MEMO</u>

<u>Dated</u>	Cheque No.	Drawn on	Amount (Rs)
16/02/16	049976	The South Indian Bank Ltd. Brabourn Road, Kolkata	2,82,544/-

Total Rs. 2,82,544/- (Rupees Two Lac Eighty-two Thousand Five Hundred Forty-four) only.

### WITNESSES:-

1. Gran 3225 226 (200° 2018). 2000 324 (200° 2018) end.

2. Jonah Ali Sha Langalpota जार्थात्र ८४१८१व

SIGNATURE OF THE VENDOR

### SPECIMEN FORM FOR TEN FINGERPRINTS

عآ. No.	Signature of the executants/ presentants					-
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	Roshy ysing					
1010		Thumb	Fore	Middle	Ring	Little
				(Right	Hand)	
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		Little	Ring	Middle	Fore	Thumb
		-		(Left	Hand)	
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		Little	Ring	Middle	Fore	Thumb
				(Left	Hand)	
		Thumb	Fore	Middle	Ring	Little
				(Right		

## Seller, Buyer and Property Details

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	Presentant	Details .					
SL No.	Name, Address, Photo, Finger print and Signature of Presentant						
1	Najir Hossain Son of Late Habibar Rahaman Matiagacha, P.O:- Matiagacha, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135	LTI 18/02/2016 1:57:54 PM 18/02/2016 1:57					
	4	18/02/2016	1:58:15 PM				

	Seller Det	ails				
SL No.	Name, Address, Photo,	dress, Photo, Finger print and Signature				
1	Najir Hossain Son of Late Habibar Rahaman Matiagacha, P.O:- Matiagacha, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation, Cultivation, Citizen of: India,; Status: Individual, Date of Execution: 18/02/2016; Date of	18/02/2016 1:57:54 PM	LTI 18/02/2016 1:57:59 PM			
	Admission : 18/02/2016; Place of Admission of Execution : Office	れてい (つくみん 18/02/2016 1:58:15 PM				

	Buyer Details
лL No.	Name, Address, Photo, Finger print and Signature
1	NICKY COMMERCIAL PRIVATE LIMITED  23A, N.S. Road, 4th Floor, Room No 7, P.O:- Kolkata GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACN8443M.; Status: Organization

## B. Identifire Details

Identifier Details							
SL No.	Identifier Name & Address	Identifier of	Signature				
	Abu Sam Biswas Son of Late Ali Box Biswas Kharibari, P O:- Kamduni, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India,	Najir Hossain	18/02/2016 1:58:35 PM				

# C. Transacted Property Details

	100	Land D	etails			
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
	District: North 24-Parganas, P.S:- Barasat, Gram Panchayat: KIRITIPUR-II, Mouza: Matiagachha	LR Plot No:- 5109 , LR Khatian No:- 1790	1.48 Dec	1,61,454/-	1,72,667/-	Proposed Use: Bastu, ROR. Shali
	Barasat, Gram Panchayat: KIRITIPUR-II, Mouza: Matiagachha	LR Plot No:- 5129 , LR Khatian No:- 1790	1.11 Dec	1,21,090/-		Proposed Use: Bastu, ROR: Shali

	Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred	
L1	Najir Hossain	NICKY COMMERCIAL PRIVATE LIMITED	1.48	100	
L2	Najir Hossain	NICKY COMMERCIAL PRIVATE LIMITED	1.11	100	

## D. Applicant Details

	The state of the s
Details of the applicant who	has submitted the requsition form

	it's Name
ENGAL, PIN	ess

### Office of the A.D.S.R. BARASAT, District: North 24-Parganas

Endorsement For Deed Number: I - 150301256 / 2016

∠uery No/Year

15030000227720/2016

Serial no/Year

1503001367 / 2016

Deed No/Year

1-150301256/2016

Transaction

[0101] Sale, Sale Document

Name of Presentant

Najir Hossain

Presented At

Office

Date of Execution

18-02-2016

Date of Presentation

18-02-2016

Remarks

On 18/02/2016

### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23 of Indian Stamp Act 1899.

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:10 hrs on . 18/02/2016, at the Office of the A.D.S.R. BARASAT by Najir Hossain ,Executant.

### Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,02,167/-

### Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )

Execution is admitted on 18/02/2016 by

Najir Hossain, Son of Late Habibar Rahaman, Matiagacha, P.O: Matiagacha, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Cultivation Indetified by Abu Sam Biswas, Son of Late Ali Box Biswas, Kharibari, P.O: Kamduni, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,336/- ( A(1) = Rs 3,322/- E = Rs 14/- Architecture) and Registration Fees paid by Cash Rs 3,336/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 15,128/- and Stamp Duty paid by Draft Rs 15,028/-, by Stamp Rs 100/-

#### Description of Stamp

- Rs 10/- is paid on Court Fees.
- 2. Rs 100/- is paid on Impressed type of Stamp, Serial no 2198, Purchased on 18/02/2016, Vendor named T K Saha.

### Description of Draft

1. Rs 15,028/- is paid, by the Draft(other) No: 148652000429, Date: 18/02/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.

(Joyjit Chanda)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BARASAT

North 24-Parganas, West Bengal

( - - - <del>)</del>

of Registration under section 60 and Rule 69.

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∉ed in Book - I

ne number 1503-2016, Page from 31918 to 31940 ing No 150301256 for the year 2016.



Digitally signed by JOYJIT CHANDA Date: 2016.02.18 16:41:53 +05:30 Reason: Digital Signing of Deed.

(Joyjit Chanda) 2/18/2016 4:41:53 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARASAT West Bengal.

(This document is digitally signed.)