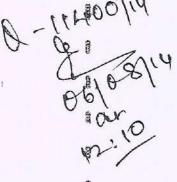


পশ্চিমবঙ্গু पृश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

tion,

THIS DEED OF CONVEYANCE made on the

day of August, Two Thousand Fourteen (2014).

BETWEEN

[Page 1 of 10]

OHIDUL SHA (Voter ID No. WB/20/091/087349), son of Nur Mohammad Sha, residing at Village - Langolpota, P.O. - Matiagachha, P.S. - Barasat Now Sashan, District - North 24 Parganas, Kolkata - 700135, West Bengal, by Nationality - Indian, by faith - Muslim, by occupation - Cultiviation, Hereinafter being reffered to as the "VENDOR" (which expression shall unless exclude 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

# NICKY COMMERCIAL & INVESTMENT PRIVATE LIMITED N No. A A A CN8443MD, a Company incorporated under the Companies

(PAN No. AAACN8443M), a Company incorporated under the Companies Act, 1956, having its registered office at 23A, Netaji Subash Road, 4th Floor, Room No.- 7A, Kolkata- 700001, West Bengal, represented by its Director MEENA SINGHAL (PAN No. AJIPS8139F), wife of Girdhari Lal Singhal, residing at GC-37, Sector - III, Bidhan Nagar (Salt Lake City) P.S. - Bidhan Nagar South, Kolkata - 700106, by Nationality - Indian, by faith - Hindu, by occupation - Business, Hereinafter called, and referred to as the "PUR-CHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, executors, administrators, successors in office for the time being in force and assigns) of the OTHER PART.

WHEREAS Sk. Sirajuddin Mondal & Md. Nasiruddin Mondal, both son of Abusham Mondal, of Mondalganti, P.S. - Baguiati, District - North 24 Parganas, West Bengal, was the absolute owner and possessor of a piece and parcel of land admeasuring 5.34 decimal (more or less) comprised in R.S. & L.R. Dag No. 5146, 5148, 5168, 5169 & 5172/5202, under L.R. Khatian No. 2434, under mouza - Matiagachha, J.L. No. 187, Re.Sa. No. 17, Hal Touzi No. 146, Pargana - Anowarpur, P.S. - Barasat Now Sashan, A.D.S.R.O. - Barasat, District - North 24 Parganas, within the local limits of Kirtipur -II Gram Panchayet by way of inheritance & Purchased Deed being no. 10071, dated - 23/12/1983, from Abu Abed Mondal.

AND WHEREAS Ohidul Sha(i.e. vendor), Sajahan Molla & Safura Bibi, are the absolute owner and possessor of a piece and parcel of land admeasuring 23.20 decimal (more or less), comprised in R.S. & L.R. Dag No. 4844, 5146, 5148, 5168, 5169, 5172/5202, under L.R. Khatian No. 2434, under mouza - Matiagachha, J.L. No. 187, Re.Sa. No. 17, Hal Touzi No. 146, Pargana - Anowarpur, P.S. - Barasat Now Sashan, A.D.S.R.O. - Barasat, District - North 24 Parganas, within the local limits of Kirtipur -II Gram Panchayet, by way of Purchased Deed registered at District Registrar, North 24 Parganas, Recorded in Book no 1, Volume no. 12, Pages from 198 to 204, Being No. 584, Dated - 21/01/1997, from Sk. Sirajuddin Mondal & Md. Nasiruddin Mondal.

AND WHEREAS Ohidul Sha(i.e. vendor), is the absolute owner and possessor of a piece and parcel of land admeasuring 5.34 decimal (more or less), comprised in R.S. & L.R. Dag No. 5146 (area of land 2.38 dec. more or less) out of 153 decimal, 5148 (area of land 0.04 dec. more or less) out of 03 decimal, 5168 (area of land 0.12 dec. more or less) out of 08 decimal, 5169 (area of land 2.15 dec. more or less) out of 168 decimal, 5172/5202 (area of land 0.65 dec. more or less) out of 42 decimal, under L.R. Khatian No. 2434, under mouza - Matiagachha, J.L. No. 187, Re.Sa. No. 17, Hal Touzi No. 146, Pargana - Anowarpur, P.S. - Barasat Now Sashan, A.D.S.R.O. - Barasat, District - North 24 Parganas, within the local limits of Kirtipur -II Gram Panchayet, by way of Purchased Deed.

AND WHEREAS said Ohidul Sha(i.e. vendor), becoming absolute owner and possessor of the said plot of land in the way as explained herein before have now marketable title to the property which is free from all encumbrances, charges, liens, lispendences, attachments whatsoever and are now seized and possessed of and /or otherwise well and sufficiently entitled to the said property.

AND WHEREAS for personal reasons, it becoming necessary and expedient for the Vendor to sell an area of 5.34 decimal (more or less), comprised in R.S. & L.R. Dag No. 5146 (area of land 2.38 dec. more or less) out of 153 decimal, 5148 (area of land 0.04 dec. more or less) out of 03 decimal, 5168 (area of land 0.12 dec. more or less) out of 08 decimal, 5169 (area of land 2.15 dec. more or less) out of 168 decimal, 5172/5202 (area of land 0.65 dec. more or less) out of 42 decimal, under L.R. Khatian No. 2434, under mouza - Matiagachha, J.L. No. 187, Re.Sa. No. 17, Hal Touzi No. 146, Pargana - Anowarpur, P.S. - Barasat Now Sashan, A.D.S.R.O. - Barasat, District - North 24 Parganas, within the local limits of Kirtipur -II Gram Panchayet, which is fully explained in the schedule of property given hereunder, the vendor agreed to sale and the purchaser agreed to purchase the same together with all rights, privileges, easements, whatsoever there to at a total consideration of Rs. 4,38,815/- (Four Lakh Thirty Eight Thousand Eight Hundred Fifteen) only.

## **NOW THIS DEED WITNESSETH** as follows:-

That in consideration of the said sum of Rs. 4,38,815/- (Four Lakh Thirty Eight Thousand Eight Hundred Fifteen) only. Well and truly paid by the purchaser to the vendor the receipts whereof the Vendor do hereby admit and acknowledge, the Vendor out of own free will, in a sound mind and without any pressure whatsoever hereby sell, grant, convey, transfer, assign and assure unto the Purchaser ALL THAT the said piece and parcel of 5.34 Decimal(more/less) of land described in the Schedule of property given hereunder TO HAVE AND TO HOLD THE SAME absolutely and forever unto an in favor of the Purchaser TOGETHER WITH all the rights and interest there to absolutely and forever free from all encumbrances, change, liens, lispendences, attachments whatsoever liabilities all assessmants are now sezied and possessed of and / or otherwise well and sufficiently entitled and enjoyment of the said property.

AND THE VENDOR do hereby covenant with the Purchaser as follows:-

THE INTEREST which the Vendor do hereby profess to transfer subsists and that the Vendor have good right, full power and absolute authority to grant, convey, transfer, assign, assure and confirm the property hereby granted, conveyed, transferred, assigned and assured unto the purchaser in the manner as aforesaid and delivered the vacant possession of the said property to the purchaser simultaneously with the execution of these persents and the purchaser shall hereafter peaceably and quietly held, possess and enjoy the said property in khash without any interruption, disturbances, claims or demand whatsoever for or by the Vendor and/or any person/persons claiming through or under or in trust for them

<u>And further</u> that the vendor his heirs, executors, administrators and assignees, covenant, with the purchaser their heirs, executors, administrators or assignees to save harmless, indemnify and keep indemnified the purchaser his heirs, administrators or assigns from or against all encumbrances, charges and equities whatsoever.

And the vendor, his heirs, administrators or assigns further covenant that they shall at the request and costs of the purchaser, their heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the aforesaid manner.

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.

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 Acquisition Act. 1956 or statutory modification thereof or under the Urban Land (Ceiling & Regulations) Act. 1976 or any other law for the time being in force.

It is hereby declared by the Vendor that the said land which described in the schedule hereinafter written is the self acquired property of the Vendor and that he is not the benamder of any one.

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.

It is hereby declared that the Vendor is 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.

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. It is transpired that the said property hereby sold, conveyed and transferred and assigned by the Vendor, if not free from all encumbrances as herein covenant, the Vendor shall be bound to refund to the purchaser, the full consideration money paid hereunder together with cost of the stamp and registration charges incurred by the purchaser herein. And if any typographical mistake is discovered in later in this deed, that will be rectified by the Vendor without any claim or demand at the cost of the Purchaser herein.

AND WHEREAS the present vendor further declared that the purchaser may mutate his name in the relevant record in the said <u>LAND</u> and also mutate his name in the Panchayet record and also pay rent and taxes in his name against this <u>Deed Of Conveyance</u>.

<u>AND</u> the vendor herein deliver this day khas possession of the said land unto the purchaser herein.

# **SEHEDULE OF PROPERTY as referred to:-**

ALL THAT piece and parcel Rayat Dakhali Swattiya of Shali LAND comprising in <u>Mouza - Matiagachha</u>, J.L. No. - 187, Re.Sa. No. 17, Hal Touzi No - 146, Pargana - Anowarpur. Under collector North 24 Parganas.

The annual proportionate rent will be payabel as per state government rules and regulations.

R.S. & L.R. Dag No.	L.R. Khatian No.	Nature Of Land	Share	Area of Land Sold	Out Of Land	
5146	2434	Shali	0.0156	2.38 Dec.	153 Dec.	
5148 2434 5168 2434		Shali 0.0133 Shali 0.0150		0,04 Dec.	03 Dec.	
				0.12 Dec.	08 Dec.	
5169	2434	Shali	0.0128	2.15 Dec.	168 Dec.	
5172/5202 2434		Shali	0.0154	0.65 Dec.	42 Dec.	

## Total 5 Dag,

Total Area of Land sold = 5.34 (Five Point Three Four) Decimal. (more/less) of P. S. - Barasat now Sashan, A.D.S.R.O.- Barasat, District - North 24 Parganas within the local limits of Kirtipur - II Gram Panchayet.

<u>INWITNESS WHEREOF</u>, the Vendors and the purchaser here described their hands, seals and signature on the day, month and year first above written.

#### WITNESS:

1. Graphod (stored (m: 20 by and - 20 mm months (2000 2000) Eland: 28 AZ may. 2. She Salanawaruddin Homed of placed of pour.

Drafted by:

Advocate

District Judges' Court

North 24 Parganas, Barasat

Enroll No. - F493/553 41995

Composed by:

 $(Signature\ of\ Vendor\ )$ 

should sha

A.T.M.SANAUL MOSTAFA

LAUHATI, RAJARHAT, KOL - 135

[Page 9 of 10]

#### MEMO OF CONSIDERATION

Received a sum of Rs. 4,38,815/- (Four Lakh Thirty Eight Thousand Eight Hundred Fifteen) only. Towards Consideration Money from the Purchaser here in above.

By Cheque:

Cheque No.	Bank Name & Branch	Date	Amount	
624459	South Indian Bank, 6 Brabourne Road, Kolkata - 700001	04/07/2014	Rs. 4,38,815/-	

Total

Rs. 4,38,815/-

(Four Lakh Thirty Eight Thousand Eight Hundred Fifteen) only.

WITNESS:

1. 36 ENS (SNS) SNS 1. 36 ENS (SNS) SNS 1. 36 ENS (SNS) SNS

2. Sh. Doranowow ddi wAhmed.

(Signature of Vendor)

#### Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BARASAT, District- North 24-Parganas

Signature / LTI Sheet of Serial No. 06717 / 2014, Deed No. (Book - I , 06257/2014)

. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ohidul Sha Langolpota, Kolkata, Thana:-Barasat, P.O. :-Matiagachha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	06/08/2014	LTI 06/08/2014	ahdul Sha 6.8.2014

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
	Ohidul Sha Address -Langolpota, Kolkata, Thana:-Barasat, P.O. :-Matiagachha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135	Self		1.77	ander sha

06/08/2014

Name of Identifier of above Person(s)

Abusam Biswas Khariberia, Thana:-Barasat, P.O.:-Kamduni, District:-North 24-Parganas, WEST BENGAL, India, Signature of Identifier with Date

6.8:2014

06/08/2014

06/08/2014

CHIPPOPH CHATICA ADDITIONAL DISTRIBUTIONES TO PARTIE ARASAT

Office of the A.D.S.R. BARASAT

Page 1 of 1



# Government Of West Bengal Office Of the A.D.S.R. BARASAT District:-North 24-Parganas

Endorsement For Deed Number : I - 06257 of 2014 (Serial No. 06717 of 2014 and Query No. 1503L000011400 of 2014)

#### On 06/08/2014

#### 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, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Amount By Cash

Rs. 4832.00/-, on 06/08/2014

(Under Article: A(1) = 4818/-, E = 14/- on 06/08/2014)

#### 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.-4,38,815/-

Certified that the required stamp duty of this document is Rs.- 21961 /- and the Stamp duty paid as: Impresive Rs.- 100/-

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 20374/- is paid , by the draft number 667214, Draft Date 07/07/2014, Bank : State Bank of India, LAUHATI; received on 06/08/2014
- 2. Rs. 1487/- is paid , by the draft number 667375, Draft Date 06/08/2014, Bank : State Bank of India, LAUHATI, received on 06/08/2014

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

Presented for registration at 12.10 hrs on :06/08/2014, at the Office of the A.D.S.R. BARASAT by Ohidul Sha ,Executant.

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

Execution is admitted on 06/08/2014 by

 Ohidul Sha, son of Nur Mohammad Shaf, Langolpotà, Kolkata, Thana:-Barasat, P.O.:-Matiagachha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Muslim, By Profession: Cultivation

ADDITIONAL DISTRICT SUB-REGISTR

EndorsementPage 1 of 2

06/08/2014 13:38:00



# Government Of West Bengal Office Of the A.D.S.R. BARASAT

District:-North 24-Parganas

Endorsement For Deed Number : I - 06257 of 2014 (Serial No. 06717 of 2014 and Query No. 1503L000011400 of 2014)

Identified By Abusam Biswas, son of Lt. Ali Baksh Biswas, Khariberia, Thana:-Barasat, P.O.:-Kamduni, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

( Joyjit Chanda ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

ADDITIONAL DISTRICT SUB-REGISTRARIOE BARASAT

EndorsementPage 2 of 2

06/08/2014 13:38:00

## SPECIMEN FORM FOR TEN FINGERPRINTS

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 40 Page from 501 to 516 being No 06257 for the year 2014.



(Joyjit Chanda) 07-August-2014 ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT Office of the A.D.S.R. BARASAT

West Bengal