

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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: DEED OF CONVEYANCE :

THIS DEED OF CONVEYANCE made this the 2-nd day of June, 2009 BETWBEN SRI SOMMATH BASU son of late Biswanath Basu, by faith Hindu, by occupation Business, residing at 49/5, Biren Roy Road (East), P.S.Behala, Kolkata-700008 and at present 81, Southern Avenue, Flat No. 7(4) Seventh Floor, P.S.Tollygunge, Kolkata-700029, hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or repugnant

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

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 Biswamber
Biswas, Sayamber Biswas and Akrur Biswas, all sons of late Gopal
Chandra Biswas are jointly asparty 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, Bhola Nath Biswas and Sanjoy Biswas all sons of late
Rajeswar Biswas and Arkn 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.



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 sonof 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 tra nsferred their right, title and inter-est 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. BishnupurDist. 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.

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 register ed 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.

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

and whereas the said Tapash Rey being the sele and absenute ewner of the aferesaid 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 Dakhina and thereafter for his urgent need of meney said Tapash Ray sold and transferred a piece and parcel of land measuring about 30 cottahs 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 sall land measuring about 30 cottahs 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, Touzi No. 351, P.S.Bishnupur, District South 24-Parganas to the Present Vendor, Sri Somnath 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,



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

AND WHEREAS the Vender herein being the sole and absolute ewner 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 sali land measuring about 30 cettahs or 50 decimals in L.R.Dag Ne. 4712 under previous Dag Ne. 4702 under L.R.Khatian No. 1076/1 present L.R.Khatian No. 3775 and previous Khatian No. 814 at Meuza Rasapunja, J.L.Ne. 15, R.S.No. 92, Teuzi No. 351, P.S. Bishnupur, District South 24-Parganas, which is mere 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) enly 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 andto 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 whatseever thereunte belonging or or otherwise appertaining to or with the same or any of them or any part thereof or now a are er at any time heretefere were er was held, used, eccupied engaged or reputed to be appurtenant thereto and to the reversion or reversions, remainder or remainders of all the rents issues and prefits thereof and all the estate, right, title and interest use, claim and demand whatseever both in law and in equity of the Vender into and upon the said land er any part thereof to save and to hold the said land heredita ments 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 netwithstanding any act, deed, matter or things whatseever by the Vender done or excute or knowingly suffers to the contrary the Vender is new lawfully and rightfully seized and pessessed of or otherwise well and sufficienmly entitled to the said measuage 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 er any ether things whatseever to alter defeat encumber or make void the same and that notwithstanding any such act deed er things whatseever as aferesa d the Vender has new in himself geed 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 eferesald 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 pessess and enjoy the said land hereditaments and premises receive the rents, issues and prefits thereof without any hindrance lawful eviction, interruption, claim and demand whatseever from or by the Vender or any person er persens lawfully er equitably claiming from under er in trust for them AND THAT free and clear freely and clearly and absolutely acquitted, exemerated released and make discharge or etherwise at the cost and espenses of the Vender well and sufficiently saved charges, liens, mertgages, encumbrances, attachments, lispendences, created or suffered by the Vender er my persen er persens lawfully er equitably claiming as aferesaid AND FURTHER THAT the Vender and all persons having or lawfully or equitably claiming an estate er interest what seever inthe 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 er cause to be done er executed all such acts, things whatseever fer further mere perfectly assuring the said lands nereditaments and premises and every part thereof unto the purchaser or its successors in office and assigns in the manner aferesaid as esll as shall er 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 · 1 ... Vender's title in the said property or that the said property is under any charge, mortgage, decree of any court

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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 whatseever to make good of the title of the Vender in the preperty AND THAT the Vender further cevenants with the said purchaser that the said preperty as described in the Schedule nereunder is not under any order of requisition or acquisition by the Gevernment er any Public er statutery bedy and no such netice of acquisition by the Govt. of the said property or part thereof has been served upon the Vender and the said preperty 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 effice and assigns against any less damages, cests, charges and expenses if any suffered by the reason of any defect inthe title of the Vender er any breach of the cevenants 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 Venderand it is further agreed by and between the parties that the purchaser can enjey all easements right of common passages from the main read to the land as described in the schedule without any ebstruction from any corners whatseever.

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: THE SCHEDULE ABOVE REFERRED TO :

ALL THAT a piece and parcel of sali land measuring about 30 (thirty) cettahs er 50(fifty) decimals in L.R.Dag Ne. 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.Ne. 15, R.S.Ne. 92, Teuzi Ne. 351, P.S. and A.D.S.R.Office Bishnupur, District South 24-Parganas new within the lecal 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 therete, and Schedule land is sali land and use for cultivation purpose, Schedule land is more specifically and particularly shown and delineated inthe plan marked with Red berder. The proportionate rent of the Schedule land is payable to the Govt. of W.B. through the District Cellecter, South 24-Parganas, which is butted and bounded as fellews :

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 Bakhranat Road.

IN WITNESS WHEREOF the Vender and purchaser hereunte

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

SIGNED, SEALED AND DELIVERED

Saw om Kn Du 1). (SANTANU KUMARDAS) 5/0-LI.B.S. DAS

VILL. S. BAWALI P.O. BAWALI

P-S. NODAKHALI

SIGNATURE OF THE VENDOR.

2). Rojib Samonh-Kumor para, MaherAtola. Rul-141,

LETY NIKETAN PVT. LTD.

SIGNATURE OF THE PURCHASER.



: MEMO OF CONSIDERATION :

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

(Rupees fifty five lakhs only).

WITNESSES :

1). Sowham Krum Sur S/0-Lf B. S. Das Vill-E. Barroli P.U-Barroli P.S- NOdalehali

Socienta Gran

Rojib Samonli
Kumanpara, Mohaditala.
Kul. 141.

SIGNATURE OF THE VENDOR.

Brafted by me.

BIMAL CH. LAHIRI

M.A.LL.B. ADVOCATE

Judges Court, Alipore

Kolkata - 27

Typed by me,

Ranal King Ry.
Alipere Pelice Court. 7.
Kelkata-27.

SITE PLAN OF PART OF RS. DRG NO. 4702 UNDER NO. SHATIAN NO. 814 LR KHATIAN NO 3775 AT MOUZH -RESAPUNTA J.L.NO. 15 RSNO-92 TOUZI NO-351 P.S. BISHNUPUR OBT - SOUTH 24 PARGANAS. SCALE: 1"= 60'0" AREA OF LAND = 30 KATHA OR SO DEC MARKED WITH RED BORDER VENDEE VENDOR SHIV NIKETAN (P) LTD. SOMNATH BASU 23 A. N.S. ROAD 4TH FLOOR 81, SOUTHERN AVENUE KOLKATA - 700001 FLAT NO.7(4) 7TH FLOOR P.S. TOLLYGUNGE KOLKATA - 700029 KHAL BAKHRAHAT ROAD LEKS 2 AG No. 4708 PROSECUL OF

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)

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 Vill. + P. O.- Bawali, 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

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/-楚

Certified that the required stamp duty of this document is Rs 330010 /- and the Stamp duty paid as: Impresive Rs- 5000

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

> [Kama B swas]
> ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF

BISHNUPUR

Govt. of West Bengal

Page: 1 of 2

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)

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

Admission of Execution(Under Section 58)

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, Kol-700029, Thana Tollygunge, By caste Hindu, by Profession: Business Identified By Santanu Kumar Das, son of Lt. B. S. Das Vill. + P. O.- Bawali, 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
E ADDITIONAL DISTRICT SUB-REGISTRAR OF

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