

Government Of West Bengal Office of the D.S.R.-IV SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :1-00736 of :2009 (Serial No. 05779, 2008)

On 18/11/2008

Payment of Fees:

Fee Paid in rupees under article: A(1) = 4169/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on:18/11/2008

Deficit stamp duty

Deficit stamp duty Rs 17800/- is paid, by the draft number 337963, Draft Date 07/11/2008 Bank Name State Bank Of India, Alipore Treasury Bra, received on :18/11/2008.

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

Presented for registration at 19.00 hrs on :18/11/2008,at the Private residence by Manju Devi, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 18/11/2008 by

Manju Devi, wife of Prakash Chand ,Sevok Rd Dt Darjeeling ,Thana Siliguri, By caste Hindu,by Profession :House wife

Identified By Sudip Basu, son of . Alipore Police Court 700027 Thana: Alipore, by caste Hindu, By Profession : Advocate.

Name of the Registering officer: Sukumar Biswas Designation: DISTRICT SUB-REGISTRAR-IV

On 11/02/2009

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-1710067/-

Certified that the required stamp duty of this document is Rs 102614 /- and the Stamp duty paid as: Impresive Rs-5000

Name of the Registering officer: Sukumar Biswas Designation: DISTRICT SUB-REGISTRAR-IV

On 12/03/2009

Certificate of Admissibility(Rule 43)

[Sukumar Biswas]
DISTRICT SUB-REGISTRAR-IV
OFFICE OF THE DISTRICT SUB-REGISTRAR-IV OF SOUTH 24-PARGANAS

Govt. of West Bengal

Page: 1 of 2

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Endorsement For deed Number :I-00736 of :2009 (Serial No. 05779, 2008)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty 1.Rs 62720/- is paid, by the draft number 254090, Draft Date 18/02/2009 Bank Name State Bank Of India, Chawranghi, received on :12/03/2009. 2.Rs 17094/- is paid, by the Bankers cheque number 034057, Bankers Cheque Date 03/03/2009 Bank Name State Bank Of India, Chawranghi, received on :12/03/2009.

Deficit Fees paid

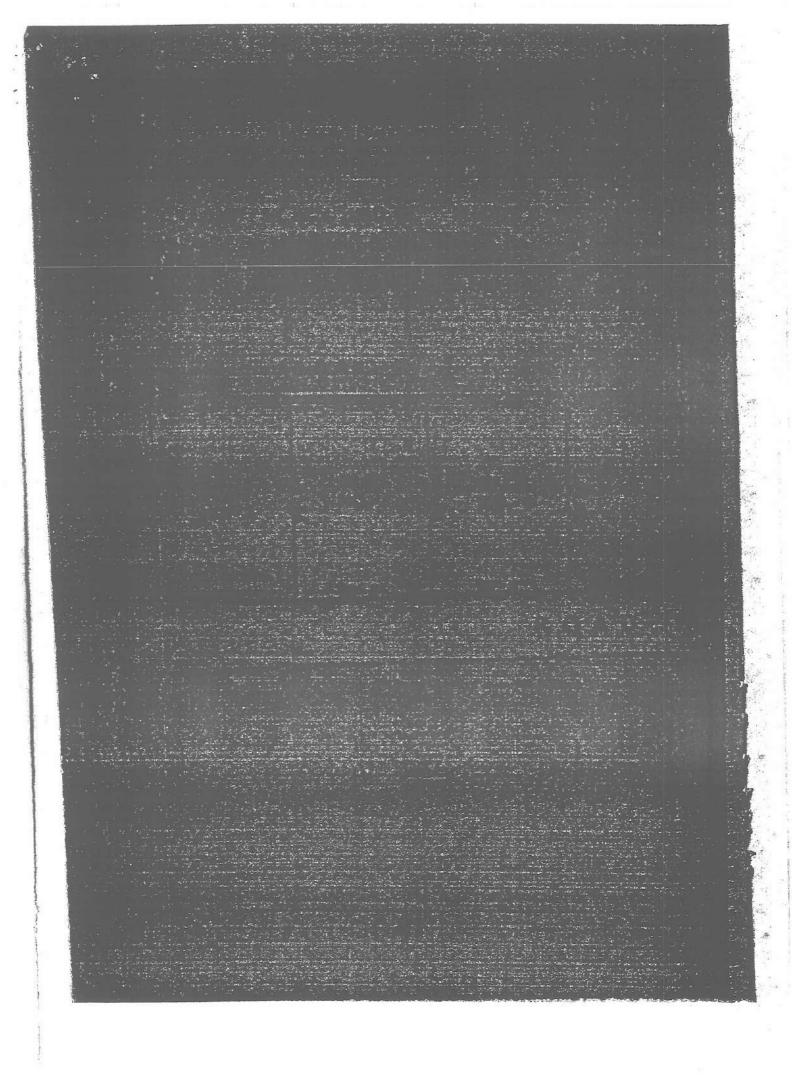
Deficit amount of Registration fees is realized under Article in rupees: A(1) = 14641/- on: 12/03/2009.

Name of the Registering officer: Sukumar Biswas Designation: DISTRICT SUB-REGISTRAR-IV

[Sukumar Biswas]
DISTRICT SUB-REGISTRAR-IV
OFFICE OF THE DISTRICT SUB-REGISTRAR-IV OF SOUTH 24-PARGANAS

Govt. of West Bengal

Page: 2 of 2



Prakash Chand, by religion Hindu, by Nationality Indian, by occupation House wife, residing at Sevoke Road, Police Station Siliguri, District Darjeeling, West Bengal, hereinafter called and referred to as the <u>V E N D O R</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, administrators, legal representatives and assigns) of the <u>ONE</u>

PART:

A N D

M/S. BMA MERCHANDISE PVT. LTD, a Company within the meaning of the Companies Act, 1956, having its Registered Office at 11, Lower Range, Kolkata-700017, police Station- Beniapukur, represented by its one of the Director, MR. BISHAN M. AGARWAL son of Rambilas Agarwal, by faith Hindu, by Nationality Indian, by occupation Business, residing at 36/1B, Lalalajpat Rai Sarani, Police Station Bhawanipore, Kolkata-700020, hereinafter called and 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—in-office, executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS by and under a deed of Sale registered at the office of the Registrar of Assurance, Kolkata, on 26.11.1949 being recorded in Book No. I, Volume No.16, copied at Pages 168 to 175, Being No.354 for the year 1950 one Smt. Sailabala Debi Wife of Late Aswini Kumar Das purchased 16 Cottahs 12 Chittaks 27 Square Feet be the same a little more or less comprised in C.S. Dag No.79 under C.S. Khatian No.13 of Mouza Garagachha, J.L. No.45, Touzi No. 56, Police Station Sonarpur, Parganas Khaspur, District 24-Parganas from its erstwhile owner Moulvi Abdur Rahman for the valuable consideration as mentioned therein.

AND WHEREAS as a matter of fact, reality and substance the said property was purchased in benami by the said Smt. Sailabala Debi and one Birendra Chakraborty, Dharmaguru of her was the name lender of the said Smt. Sailabala Devi.

AND WHEREAS on or about 24th day of February, 1962 the said Birendra Chakraborty executed a Deed of Release and Relinquishment in favour of the said Sailabala Debi and the said deed was duly registered at the office of Sub-Registrar, Alipore, and recorded in Book No. I, Volume No. 27, Pages 214 to 217, Being No.1478 for the year 1962 whereby and whereunder said Birendra Chakraborty forever released and relinquished all his right, title and interest into and over the said property, if any, in favour of said Sailabala Debi.

AND WHEREAS while being seized and possessed of the aforesaid property and as such lawful and absolute thereof the said Smt. Sailabala Debi sold, transferred the said property unto and in favour of one Sasanka Kiran Roy son of Late Kamini Mohon Roy for the valuable consideration as mentioned in the said Deed of Sale duly registered at the office of the District Sub-Registrar, Alipore being recorded in Book No. I, Volume No.116, copied at Pages 62 to 66, Being No. 3775 for the year 1968.

AND WHEREAS while had been in possession, enjoyment of the said property measuring 16 Cottahs 11 Chittaks 27 Square Feet more or less the said Sasanka Kiran Roy by and under a Deed of Kobala forever sold, transferred and conveyed the said land to M/S. Modern Engineering Company, a Partnership Firm represented by Sri Debasish Mitra, Smt. Purnima Mitra and Sri Subhasish Mitra, for the valuable consideration as mentioned in the said Deed of Kobala dated 24.02.1976 which was duly registered at the office of the Sub-Registrarat Sonarpur and recorded in Book No. I, Volume No.15, copied at Pages 58 to 62, Being No. 672 for the year 1976.

AND WHEREAS after purchase of the aforesaid property the said M/S. Modern Engineering Company developed ALL THAT the said Land and divided into several lots providing road and/or wide common passage and then the said Company by and under a Deed of Sale dated 02.02.1991 sold, transferred a demarcated plot of land measuring 05 Cottahs 4 Chittaks 20 Square Feet be the same a little more or less, out of the aforesaid property comprised in C.S. Dag No.79 under C.S. Khatian No.13, corresponding to R.S. Dag No.81 under R.S. Khatian No.88 at Mouza Garagachha unto and in favour of Smt. Manju Devi (the Vendor herein) for the consideration as mentioned in the said Deed of Sale duly registered at the office of the District Sub-Registrar at Alipore and recorded in Book No.I, Being No.1455 for the year 1991 and the said Deed of Sale was confirmed by one Jahar Sardar (the then occupier of the said land) as the confirming Party therein.

AND WHEREAS in the premises the said Smt. Manju Debi, the vendor herein acquired the right, title and interest into and over the demarcated plot of land measuring 05 Cottahs 04 Chittaks 20 Square Feet be the same a little more or less and has been in peaceful khas possession and enjoyment of the said land without any interruption and free from all encumbrances and attachments whatsoever.

transfer and convey ALL THAT piece and parcel of land measuring an area 05 Cottahs 04 Chittaks 20 Square Feet be the same a little more or less being Scheme Plot No. 2, C.S. Dag No.79 under C.S. Khatian No.113, corresponding to R.S. Dag No.81 under R.S. Khatian No.88 Mouza Garagachha, J.L. No.45, Pargana Khaspur, Touzi No.56, Police Station Sonarpour, District South 24-Parganas more fully mentioned and described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said property") at or for the total price and/or consideration of Rs. 3,79,500/- (Rupees Three lakks seventy nine thousand five hundred) only and the Purchaser herein has

agreed to purchase the said property at or for the above mentioned consideration free from all encumbrances and attachments whatsoever.

NOW THIS INDENTURE WITNESSES AS FOLLOWS;

In pursuance of the said agreement and in consideration of the said sum of Rs. 3,79,500/- (Rupees Three lakhs seventy nine thousand five hundred) only in full paid to the Vendor by the Purchaser (the receipt where of the Vendor doth hereby acknowledge and of and from the same and every part thereof acquit and release the purchaser and the said property) the vendor doth hereby absolutely and indefeasibly grant, transfer, convey, assign and assure unto the purchaser ALL THAT piece and parcel of land measuring an area 05 Cottahs 04 Chittaks 20 Square Feet be the same a little more or less C.S. Dag No.79 under C.S. Khatian No.113, corresponding to R.S. Dag No.81 under R.S. Khatian No.88 Mouza Garagachha, J.L. No.45, Touzi No.56, Police Station Sonarpour, District South 24-Parganas more fully mentioned and described in the schedule hereunder written and more particularly shown and delineated in the site map or plan annexed hereto OR HOWSOEVER OTHER WISE the same is or was situated butted described enjoyed or reputed to belong or to be appurtenant thereto and all the estate right, title interest use, possession and inheritance trust claim and demand whatsoever both at law and in equity of the vendor into and upon the said property and reversion or reversions remainder or remainders and all the rents issues and profit according to the true nature and tenure thereof and every part thereof together with water courses ways paths common passage thereto belonging or appertaining thereto or held or occupied therewith or whatsoever and every manner or former and present right liberties, privileges easements advantages and appurtenances whatsoever belonging or in anywise appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and all deeds pattahs muniments writings and evidences of title whatsoever in anywise exclusively relating to or concerning the said property TO HAVE AND TO HOLD the same hereby granted transferred assigned assured and conveyed or expressed or intended so to be unto and to the use of the purchaser absolutely and forever and for an indefeasible title of inheritance in fee simple in possession free from all and every nature of encumbrances attachments charges lien, lispendens, claims, demands liabilities and trust whatsoever but nevertheless subject to payment of municipal rates, ground rent and taxes as applicable.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as fellows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the vendor or their predecessor in title or interest done or executed or knowingly suffered to the contrary the vendor is lawfully and absolutely entitled to the said land and that the vendor has a good valid title to grant, sell convey assure transfer and assign the said property hereby granted, sold, conveyed and transferred or expressed or to be unto and to the use of the purchaser for a perfect title without any manner of dispute or hindrance or condition or use trust or other such things to alter defeat encumber or make void the same.
- b) The purchaser shall and may at all times hereafter peaceably and quietly own possess and enjoy the said property here by granted and receive the rents issues and profits there from without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any estate or interest from under or in trust for the vendor.
- c) The vendor shall keep the purchaser free and clear freely and clearly and absolutely acquitted exonerated discharged and released and save harmless and keep indemnified the purchaser against all estate claims demands charges mortgages, liens lispendens debts, hypothecations attachments and encumbrances whatsoever made or suffered by the

vendor or any person or persons lawfully or equitably claiming from under or in trust for the vendor as aforesaid.

- d) The vendor having lawfully or claiming equitably any estate or interest whatsoever in the said property hereby conveyed and granted or any part thereof from under or in trust for the vendor 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 and executed all such acts deeds matters and things whatsoever for further better and more the true intent and meaning of these presents as shall or may be reasonably required.
- e). That the vendor on this day with the execution of this Deed handovers and delivers the peaceful khas vacant possession of the property hereby conveyed unto and to the Purchaser herein and the Vendor also delivers the title Deed, link deeds and other documents and writings in respect of the said property in favour of the Purchaser herein.
- f). That the vendor doth hereby accorded her consent to the purchaser for mutation of the said property in the office of the B.L.& L.R.O. Municipal office and all Other Government and/or Semi Government Office and/or other statutory body and/or authority concern and also the vendor authorized and empowered the purchaser to connect the drainage and sewerage connection to their main drain.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area 05 Cottahs 04 Chittaks 20 Square Feet be the same a little more or less comprised in part of C.S. Dag No.79 under C.S. Khatian No.113, corresponding to R.S. Dag No.81 under R.S. Khatian No. 88 at Mouza Garagacha, J.L. No.45, Touzi No.56, Police Station and A.D.S.R.O. Sonarpour, Pargana Khaspur, District South 24-Parganas, at present within the limits of Ward No. 01

of Rajpur-Sonarpur Municipality TOGETHER WITH all benefits, facilities and advantages attached therein or thereto and all sorts of easement rights over the common passage / road and the said plot being Scheme Plot No. 2 is more particularly shown and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this Indenture and butted and bounded in the manner following :-

ON THE NORTH :- Part of Dag No.13.

ON THE SOUTH:- Road.

ON THE EAST: Part of Dag No.81 (Plot No.1).

ON THE WEST:- Part of Dag No.81 (Plot No.3).

IN WITNESS WHEREOF the vendor hereunto have set and subscribed her hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED

IN THE PRESENCE OF

1. Sudip Basey
Advocati
Aapne, leg-27
2. X. A. Hossom
Alipre Comb

RECEIVED from the within named purchaser the within mentioned sum of Rs. 3,79,500/- (Rupees Three lakhs seventy nine thousand five hundred) only being full and final consideration amount as per Memo below:

MEMO OF CONSIDERATION

Cheque Nos.	Date	Bank	Amount
660907	15.04.08	State Bank of India	RS. 1,00,000/-
660908	16.04.08	State Bank of India	RS. 1,29,500/-
660909	17.04.08	State Bank of India	RS. 1,50,000/-

TotalRs.3,79,500/-

(Rupees Three lakhs seventy nine thousand five Hundred) only

WITNESSES:

1. Surp Body Advocali

2. X. A. Hossain Alyone Gomb

SIGNATURE OF THE VENDOR

Drafted, prepared, read over & explained by me, at my office.

ARAT ALI],

Advocate,

LARICA BUSINESS CENTRE, 7, Red Cross Place, Room No.1, Ground floor, Kolkata 700001. Computer Print: -

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
<u>LEFT</u> <u>HAND</u>					
RIGHT HAND					

Name

Signature Manju Devi

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
LEFT HAND					
RIGHT HAND					

Vame	
	,

Signature

Bishar, M. Agamel

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 21 to 35 being No 00736 for the year 2009.



(Sukumar Biswas) 18-March-2009 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal