

13 MAR 2007 1-00 pm. UB April of by Sacherent mental 2. J. Jef Sachrani Mondol. legothe per of Donnatte Sachiron gardel Roli Kento mondel out Beyoto, ganshinforg. Bhangore, 41st South 24. Pargenes. x-J. 9 of Sachingni Mondo legde prof of Iranatk evan genne re 10 - Bog tola >m) 24- Pg. 0 Dr. Innat Ac De Cali funche mole MU. 1205006a 11-4-07. Y.s Rajasket rypgi(W)

CONCRETE MERCANTILES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at No. 1/1B, Upper Wood Street, Kolkata – 700 017, hereinafter 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, successors in interest and assigns) of the *ONE PART*;

AND

SACHIRANI MONDAL (ALIAS MANDAL) wife of Ratikanta Mondal residing at Beyota, Dakshin Para, Bhangore, District South 24 Parganas hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, representatives, administrators and assigns) of the *OTHER PART*;

WHEREAS:

- A. The Vendor herein has held out and represented to the Purchaser that:
 - (i) At all material times, one Charubala Dasi Mondal, wife of Sanotsh Kumar Mondal was the absolute and recorded owner of ALL THOSE the pieces and parcels of land measuring about 31.50 Satak as per recorded share equivalent to 31.00 Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 99, 101 & 106 recorded vide L. R. Khatian No. 154 Mouza Bazetaraf, North 24 Parganas;
 - (ii) The said Charubala Dasi Mondal died intestate leaving behind surviving her 4 sons namely Rampada Monda,

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- Bimal Mondal, Sunil Mondal & Anil Mondal and the only daughter being the Vendor herein as her only legal heirs, her husband having predeceased her;
- (iii) The Chandpur Gram Panchayat has by its certificate dated 18th April, 2006, inter alia, confirmed that the aforesaid are the only legal heirs to succeed to the estate of the said Charubala Dasi Mondal, since deceased;
- (iv) The Vendor herein thus became the absolute owner of her 1/5th share in the said area of land which is 6.300 Satak as per recorded share equivalent to 6.20 Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 99, 101 & 106 recorded vide L. R. Khatian No. 154 Mouza Bazetaraf, under P. S. Rajarhat in the district of North 24 Parganas (hereinafter referred to as the said land);
- (v) The Vendor is in khas peaceful actual and legal possession of the said land and that the said land if free from all encumbrances whatsoever and howsoever;
- B. The Vendor being in urgent need of money for her personal and family requirements, has approached the purchaser and offered to sell the said land and has negotiated with the purchaser herein for sale of the said land and has agreed to sell transfer convey assure and assign unto and in favour of the purchaser the said land free from all encumbrances charges claims demands acquisitions requisitions mortgages lispendens absolutely and forever for the consideration and on the terms and conditions mutually agreed upon by the parties hereto;
- C. The purchaser has at or before execution of this indenture paid to the vendor the entire amount of the said mutually agreed consideration and has called upon the vendor to grant this conveyance in its favour.

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NOW THIS INDENTURE WITNESSETH

as follows:

I. Relying on the aforesaid representations and assurances amongst others made by the Vendor and in pursuance of the said agreement made thereafter between the Vendor and the Purchaser and in consideration of a sum of Rs. 2,02,363/-(Rupees Two Lacs Two Thousand Three Hundred & Sixty Three) only paid to the Vendor by the Purchaser at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the Vendor doth hereby as also by the receipt hereunder granted admit and acknowledge and of and from payment of the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the said land hereby sold or so intended to be, the Vendor doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser absolutely and forever free from all encumbrances, charges, claims, demands, liens, trusts, mortgages, lispendens, attachments, acquisitions and/or requisition the said land being ALL THAT the piece and parcel of land measuring about 6.300 Satak as per recorded share equivalent to 6.200 Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 99, 101 & 106 recorded vide L. R. Khatian No. 154 all lying and situated within Mouza Bazetaraf within the jurisdiction of Chandpur Gram Panchayat under P. S. Rajarhat in the district of 24 Parganas (North), more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy AND ALSO TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges

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ditches trees standing crops walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances and other similar rights for the beneficial use and enjoyment of the said land whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith TO HAVE AND TO HOLD the said land and every part thereof more fully mentioned and described in the schedule written hereunder absolutely and forever without any hindrance, interruption, disturbance, claim or demand whatsoever from the Vendor or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendor.

- II. AND THAT the Vendor covenant that the interest which the Vendor professes to transfer, subsists and that the Vendor has good and marketable title, full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said land in the manner aforesaid.
- III. AND THAT the said land hereby transferred is free from all encumbrances, claims, demands, charges, mortgages, trusts, attachments, liens, lispendens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever made or suffered by the Vendor or his predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. AND THAT the Vendor doth hereby declare that the said land is under her own direct cultivation and that there is no Bargadar or Bhag Chasi in the said land.
- V. AND THAT the Vendor doth hereby indemnify and covenant to keep indemnified the Purchaser from and against all rights, titles, interests, liens, charges and encumbrances

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whatsoever made, done, executed or occasioned or suffered by the Vendor.

- VI. **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said land and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. **AND THAT** the Vendor and all persons lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land or any part thereof from, through, under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request of the Purchaser make, do, acknowledge and execute or cause to be done, made, acknowledged and executed all such further and other acts, deeds, matters, things and assuring the said land hereby sold, conveyed, assigned and assured and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably be required by the Purchaser.
- VIII. **AND THAT** all the rates, taxes and other outgoings in respect of the said land have been paid by the Vendor till the date hereof and the Vendor doth hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.
- IX. AND THAT the Vendor has assured that he had offered the said to the contiguous owners of the said land and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the purchaser herein for the sale and transfer of the said land. The Vendor doth hereby further indemnify and covenant to keep indemnified the Purchaser herein against any claims, demands, injury,

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- lispendens or any other harmful action against the Purchaser by any person claiming his right on the said land.
- X. AND THAT the Vendor doth herby further covenant that she shall sign all papers and assist in all manners required by the Purchaser herein for having its name mutated in respect of the said land hereby sold.

THE SCHEDULE above referred to:

ALL THOSE the pieces and parcels of land recorded vide L. R. Khatian No. 154 as per details below:

L. R. DAG NO.	NATURE OF LAND	TOTAL AREA IN DAG	TOTAL AREA (in Satak)	AREA HEREBY SOLD being Vendor Share (In Satak)	CONCERNED DAG BUTTED AND BOUNDED by Part o Dag No.	
99	Sali	12			North: 98 South: by PART East: by 100 West: by PART	
101 Danga 18		18	9.000	1.800	North: 98 South: by PART East: by 102 West: by 100	
106	Danga	33	16.500	3.300	North: 97 South: 104 & 105 East: 107 West: 102	
		TOTAL		6.300		

in total the area of land measuring about **6.300 (Six Point Three) Satak** be the same a little more or less lying and situated within Chandpur Gram Panchayat in Mouza Bazetaraf, J. L. No. 50, P. S. Rajarhat in the District of 24 Parganas (North) or howsoever

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otherwise the same are is was or were heretofore butted bounded known numbered described called or distinguished.

IN WITNESS WHEREOF the Vendor hereto has put and subscribed her hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the within named
Vendor at Kolkata in presence of:

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of Bogdoda.

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MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 2,02,363/- (Rupees Two Lacs Two Thousand Three Hundred & Sixty Three) only being the entire sum of money payable for and towards the sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash

Rs. 2,02,363-00

Rs. 2,02,363-00

(Rupees Two Lacs Two Thousand Three Hundred & Sixty Three) only

Witness:

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Drafted by me.

(S. K. Kanodia)

Advocate.

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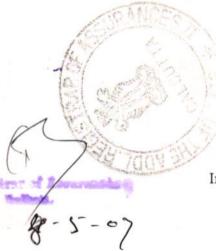
SACHIRANI MONDAL (ALIAS MANDAL)

- VENDOR

AND

CONCRETE MERCANTILES PRIVATE LIMITED

- PURCHASER



DEED OF CONVEYANCE

In respect of an area of land measuring 6.300 Satak in Mouza Bazetaraf, 24 Parganas (North)



KANODIA & CO.,

Solicitors & Advocates,
6, Old Post Office Street,
KOLKATA – 700001.
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Fax: 22480035
Res.: 26557108/0151
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