

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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#### DEED OF CONVEYANCE

Yalued at Rs.6,00,000/- (Rupees Six Lac only)
R. S. Dag No. 257/391, L. R. Dag No. 269
L. R. Khatian No. 459
Shali Land, Area- 12 (twelve) Decimals,
Mouza –Iswaripur, Police Station - Bagnan,
District – Howrah

THIS DEED OF CONVEYANCE made this gth day of December, 2011

BETWEEN NISHA BHAGAT, wife of Shankar Lal Bhagat, Indian Citizen, by

Nisha Bhagat



Nisha Blagat

Addi. Dist. Sub Registral
Begnan, Howrah

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faith Hindu, by occupation - Business, presently residing at B-322, Lake Gardens, Police Station - Lake, Kolkata-700 045 [formerly residing at Samiltan Greens (5-A), 159, N. S. C. Bose Road, Kolkata - 700 040], having her Income Tax PAN AATPB7673D, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, legal representatives, executors, administrators and/or assigns) of the ONE PART AND NIRMAL WIRES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 76, Cotton Street, Kolkata - 700 007, Police Station - Burrabazar, having its Income Tax PAN AAACN9805H, represented through its Director, Radha Raman Saraf, son of Sri Ramautar Saraf, Indian Citizen, by faith Hindu, by occupation - Business, residing at BF-256, Sector-I, Salt Lake City, Kolkata - 700 064. Police Station - Bidhannagar (North), hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context shall mean and include its respective successors-in-interest and/or assigns) of the OTHER PART.

WHEREAS one Keshablal Chakraborty was absolutely seized and possessed of and/or otherwise well and sufficiently entitled free from all encumbrances whatsoever, inter alia, to ALL THAT piece or parcel of Sali Land measuring an area 12 (twelve) Decimals, be the same a little more or less, appertaining to R. S. Dag No.257/391, R. S. Khatian No. 197, J. L. No. 34, Mouza – Iswaripur, Police Station - Bagnan, District – Howrah, more specifically described in the SCHEDULE hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS by a Deed of Sale, dated 2<sup>nd</sup> April, 1983 executed by and between the said Keshablal Chakraborty as Vendor therein and one Tilachan Mondal as Purchaser therein and duly registered with the Additional Sub-Registration Office, Bagnan in Book No. I, Volume No. 20, Pages from 195 to 198, Being No.1392 for the year 1983, the said Keshablal Chakraborty, for the consideration therein mentioned sold, conveyed and transferred the said property along with other lands in favour of the said Tilachan Mondal absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS the said Tilachan Mondal died intestate leaving behind him surviving at the time of his death his two sons namely Sukumar Mondal & Jatin Mondal, four daughters, namely, Pati Mondal, Rati Khetua, Reba Ghorui & Saraswati Ghati and wife Radharani Mondal as his only heirs and legal representatives who inherited, inter-alia, in equal share the said property absolutely and forever.

AND WHEREAS by a Deed of Sale, dated 16<sup>th</sup> December, 2006 made between the said Sukumar Mondal & Jatin Mondal, Pati Mondal, Rati Khetua, Reba Ghorui, Saraswati Ghati and Radharani Mondal, therein referred to as the Vendors of the one part and the Vendor Nisha Bhagat herein, therein referred to as the Purchaser of the other part and duly registered with the District Sub-Registration Office, Howrah in Book No. I, CD Volume No. 41, Pages from 4393 to 4413, Being No.10691 for the year 2008, the said Sukumar Mondal & Jatin Mondal, Pati Mondal, Rati Khetua, Reba Ghorui, Saraswati Ghati and Radharani Mondal, for the consideration therein mentioned sold, conveyed and transferred the said

property along with other lands in favour of the Vendor herein absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS the Vendor, being the absolute owner of the said property, has caused her name to be mutated in the records of the concerned B. L. & L. R. O. under L. R. Khatian No. 459 and has been enjoying and possessing the same.

AND WHEREAS the Vendor has represented to the Purchaser as follows:

- THAT the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Property.
- b) THAT the Vendor has not received any notice from any authority foracquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Government or any Statutory Body.
- e) THAT the Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- d) THAT the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- e) THAT the Vendor has good right, full power, absolute authority and indefeasible title to agree to and grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.

- THAT no revenue, cess, tax or imposition in respect of the Said Property is due to the Government or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- g) THAT no person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Property or any part thereof.
- h) THAT no mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- THAT the Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, lis-pendens, attachments, uses, debutters, thika, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
  - j) THAT no person other than the Vendor has any right, title and interest of any nature whatsoever in the Said Property.

AND WHEREAS the Vendor has agreed to sell and the Purchaser, relying upon the aforesaid representations of the Vendor, has agreed to purchase the Said

Property at or for a consideration of Rs.6,00,000/- (Rupees six lac only) free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisition or requisition whatsoever.

NOW THEREFORE THESE INDENTURE WITNESSETH and it is hereby recorded and declared that -

In the premises aforesaid and in consideration of the sum of Rs.6,00,000/-(Rupees six lac only) by the Purchaser to the Vendor paid at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by a receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Vendor doth acquit release and forever discharge the Purchaser and the Said Property hereby conveyed and transferred unto and to the Purchaser), the Vendor doth hereby grant sell, transfer, convey, assign and assure and the Confirming Party confirm unto and to the Purchaser ALL THAT piece or parcel of Sali Land measuring an area 12 (twelve) Decimals, be the same a little more or less, appertaining to R. S. Dag No.257/391 corresponding to L. R. Dag No. 269, R. S. Khatian No. 197, L. R. Khatian No. 459, J. L. No. 34, Mouza - Iswaripur, Police Station -Bagnan, District Registration Office - Howrah, Additional District Sub-Registration Office - Bagnan, District - Howrah, more specifically described in the SCHEDULE hereunder written and hereinafter referred to as the SAID PROPERTY AND TOGETHER WITH all appurtenances thereto or HOWSOEVER OTHERWISE the said property now are or is or at any time hereto before were or was situate, butted, bounded, called,

known, numbered described and distinguished TOGETHER WITH the reversions and remainders and the rents, issues, profits thereof AND all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the Vendor into or upon the said property TOGETHER WITH right of egress and ingress, all areas, fences, passages, water, water courses, trees, bushes, , benefits, advantages, vacant area, open spaces whatsoever and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said Property hereby sold and transferred or in anywise appertaining thereto or any part thereof, usually held, used, occupied accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto TO HAVE AND TO HOLD the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and for ever free from all encumbrances whatsoever AND SUBJECT TO AND/OR TOGETHER WITH the covenants by the Vendor hereafter contained.

## 2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a) The Vendor is now lawfully and rightly seized of and/or otherwise well and sufficiently entitled to the said Property and all benefits and rights hereby conveyed, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.
- b) The Vendor now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure

the Said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

- c) The said Property and all other rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the Said Property from, under or in trust for the Vendor.
- d) The Purchaser shall hold and have the said property freely and clearly and absolutely acquitted exonerated released and for ever discharged from or by the Vendor and every person or persons having or lawfully, rightfully and equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of, from and against all manner of former and other estate, charges, liens, debts, attachments, mortgages, restrictions, covenants uses, debutters, trusts, acquisitions, requisitions alignments, claims, demands, liabilities and encumbrances whatsoever suffered or reated by the Vendor or any of their predecessors in title or any persons lawfully or equitably claiming aforesaid.
- e) The Vendor shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make, do

acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said Property unto the Purchaser in the manner aforesaid.

f) The Vendor shall be liable to pay all rates and taxes, cess, revenue, levies imposition and other charges payable statutory or non statutory in respect of the said Property pertaining to the period upto the date hereof and shall save and keep the Purchaser harmless, indemnified of, from and against such claims.

## THE SCHEDULE ABOVE REFERRED TO

#### (SAID PROPERTY)

ALL THAT piece or parcel of Sali Land measuring an area 12 (twelve)

Decimals, be the same a little more or less, appertaining to R. S. Dag No.257/391

corresponding to L.R. Dag No. 269, R. S. Khatian No. 197, L.R. Khatian No. 459,

J.L. No. 34, Mouza – Iswaripur, Police Station - Bagnan, District Registration

Office – Howrah, Additional District Sub-Registration Office – Bagnan, District –

Howrah, within Subhashchandra Gram Panchayet delineated in map or plan

annexed hereto and bordered in colour RED thereon and butted and bounded as

follows:

ON THE NORTH : R. S. Dag No. 128

ON THE SOUTH : R. S. Dag No. 255

ON THE EAST : R. S. Dag No. 256

ON THE WEST : R. S. Dag No. 257 (Part) & 258 (Part)

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year above written.

> (NISHA BHAGAT) (Vendor)

WITNESSES:

Signature

Signature

Name SUBHASIS MUKHERJEE

Name AJAY KUMAR CHOUDHARY

Father's Name SANKARIAL MUKHERTE

Father's Name LATE JAY GOBIND CHY

Address 47, Rabinstrapally, P.O. L.P.S. Address A/C/4, Gont Houris

Khoraka, A. Pgs (N), Ketrada- 117

Drafted by

D. Kundu

Advocate, High Court, Calcutta.

### RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.6,00,000/- (Rupees six lac only) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	
Banker's 05.12.2011 Cheque No.		Bank of Baroda, India Exchange (Main), Kolkata – 700 001	6,00,000/-	
		Total:	6,00,000/-	

Nista Blazat (NISHA BHAGAT) (Vendor)

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Signature

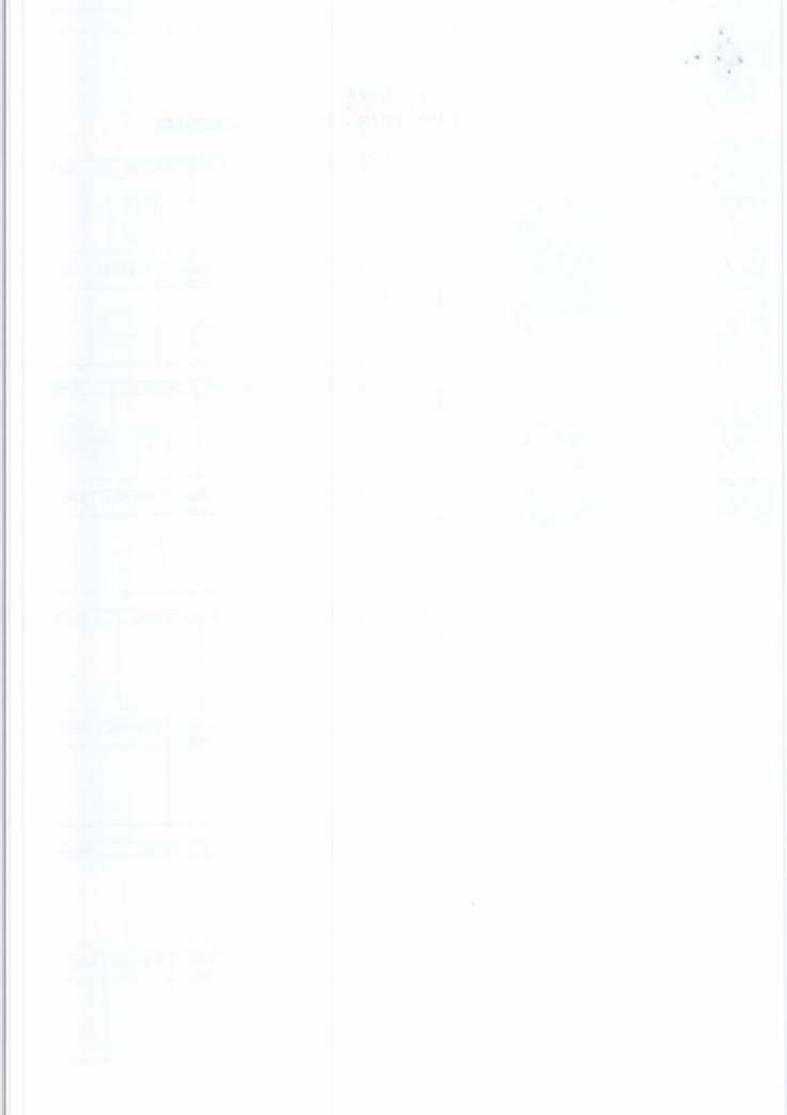
Signature

Name MAY KOMAR CHOUDHARY

Name SUBHASIS MUKHERJEE

### SPECIMEN FORM FOR TEN FINGERPRINTS

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РНОТО			Thumb		Fore Fin	gar	Middle Finger	Ring Finger	Little Finger
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NO. 197, R.S. DAG NO. 257/391, P.S. - BAGNAN, DIST. - HOWRAH.

SCALE : N.T.S.

N



AREA OF LAND :- 12 DECIMALS (MORE OR LESS)
SHOWN IN RED COLOUR



Nista Bhanat

Not 1. 15 March





## Government Of West Bengal Office Of the A. D. S. R. BAGNAN District:-Howrah

Endorsement For Deed Number : I - 04054 of 2011 (Serial No. 03961 of 2011)

On

Payment of Fees:

On 12/12/2011

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

Presented for registration at 20.15 hrs on :12/12/2011, at the Private residence by Nisha Bhagat ,Executant.

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

Execution is admitted on 12/12/2011 by

 Nisha Bhagat, wife of Lt. Shankar Lal Bhagat , B-322, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700045 , By Caste Mindu, By Profession: Business

Identified By Subhasis Mukherjee, son of Sankarlal Mukherjee, 47, Rabindra Pally, Kolkata, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Khardaha Pin:-700117. By Caste: Hindu, By Profession: Others.

( Sravani Bhattacharya ) ADDITIONAL DISTRICT SUB REGISTRAR

On 14/12/2011

#### 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: 23,5 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. 6596/-, on 14/12/2011

( Under Article : A(1) = 6589/- ,E = 7/- on 14/12/2011 )

#### 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.-600000/-

Certified that the required stamp duty of this document is Rs.- 30010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

( Sravani Bhattacharya )
ADDITIONAL DISTRICT SUB REGISTRAR

EndorsementPage 1 of 2

14/12/2011 16:40:00



#### Government Of West Bengal Office Of the A. D. S. R. BAGNAN District:-Howrah

Endorsement For Deed Number : I - 04054 of 2011 (Serial No. 03961 of 2011)

#### Deficit stamp duty

Deficit stamp duty Rs. 25100/- is paid, by the draft number 338641, Draft Date 13/12/2011, Bank Name State Bank of India, Specilised Institutional Banking, received on 14/12/2011

( Sravani Bhattacharya ) ADDITIONAL DISTRICT SUB REGISTRAR



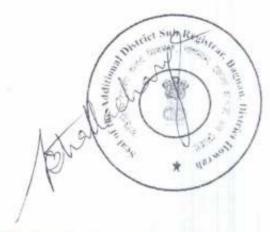
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( Sravani Bhattacharya )
ADDITIONAL DISTRICT SUB REGISTRAR
EndorsementPage 2 of 2

TOP TOUR OWN TO THE TOP

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 1 to 17 being No 04054 for the year 2011.



(Sravani Bhattacharya) 15-December-2011 ADDITIONAL DISTRICT SUB REGISTRAR Office of the A. D. S. R. BAGNAN West Bengal



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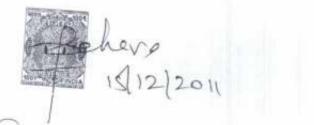
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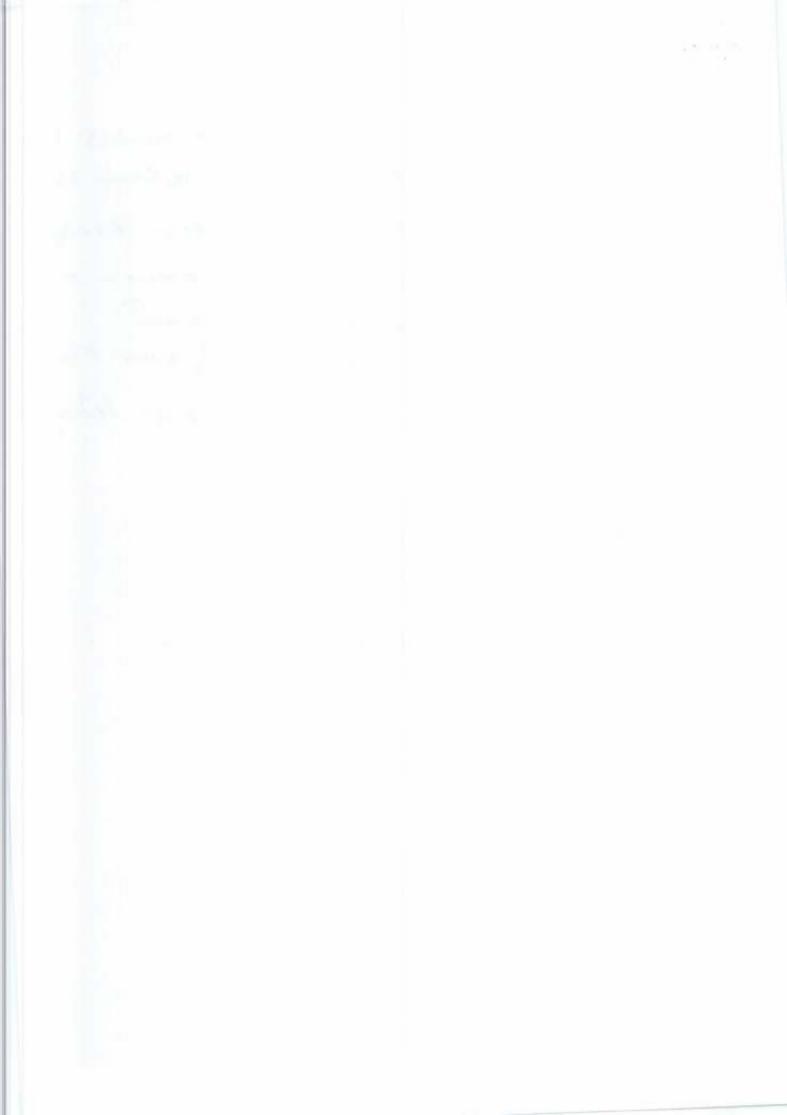
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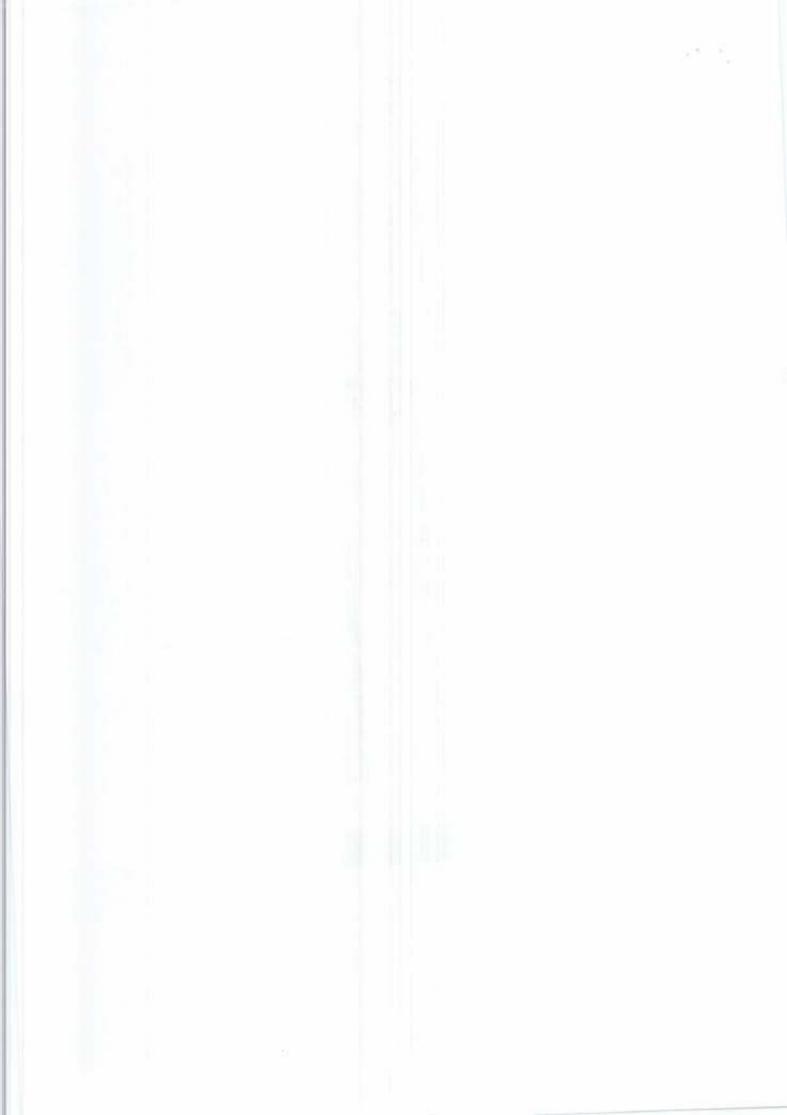
Misha Bhagat, Alc. Shanlear Lat Bhaga.



FOR MISHABHAGAT.









# SANDIP AGARWAL & CO. ADVOCATES

10, OLD POST OFFICE STREET, ROOM No.10, GROUND FLOOR, KOLKATA - 700 001, PH.: 2210-0583, 4005-6115 FAX: 033-2210-0668, E-mail: mailsandipagarwal@gmail.com, Website: www.sandipagarwalco.com

SA/112/12/3047/4-12

16th December, 2011

To Nirmal Wires Pvt. Ltd., 76, Cotton Street, Kolkata-700 007.

Kind Attn: Mr. Nirmal Saraf

Re: Mouza-Iswaripur, R. S. Dag No. 257/391, P. S. Bagnan, Area-12 Decimals.

Dear Sir.

Enclosed please find herewith the original Deed of Conveyance executed on 8th December, 2011 made between Nisha Bhagat as the Vendor and Nirmal Wires Private Limited as the Purchaser duly registered before the Additional District Sub-Registrar, Bagnan in Book No. I, CD Volume No.11, pages from 1 to 17, Being No.04054 for the year 2011

We are also enclosed herewith the original Possession Letter dated 8th

Kindly acknowledge receipt of the same.

Thanking you,

Yours faithfully,

For SANDIP AGARWAL & CO.

Advocate

Encl: As above

From

Date: 8 December, 2011

NISHA BHAGAT,

B-322, Lake Gardens, Kolkata-700 045.

To

NIRMAL WIRES PRIVATE LIMITED,

76, Cotton Street, Kolkata – 700 007.

Re: ALL THAT piece or parcel of Sali Land measuring an area 12 (twelve) Decimals, be the same a little more or less, appertaining to R. S. Dag No.257/391 corresponding to L. R. Dag No. 269, R. S. Khatian No. 197, L. R. Khatian No. 459, J. L. No. 34, Mouza – Iswaripur, Police Station - Bagnan, District Registration Office – Howrah, Additional District Sub-Registration Office – Bagnan, District – Howrah, within Subhashchandra Gram Panchayet.

#### Dear Sir.

This is to place on record and to confirm that upon receipt of the entire consideration money this day, I have sold and transferred the aforesaid property under reference to you by executing and registering a Deed of Conveyance in your favour and, hereby, hand over and deliver vacant and peaceful possession of the same to you.

Yours truly,

(NISHA BHAGAT)

Accepted delivery of possession

(NIRMAL WIRES PRIVATE LIMITED)

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