1-08676

भारत INDIA

रु. 500

पाँच सौ रुपये



FIVE HUNDRED RUPEES

Rs. 500

INDIA NON JUDICIAL

পশ্চিমৰঙগ पश्चिम बंगाल WEST BEN

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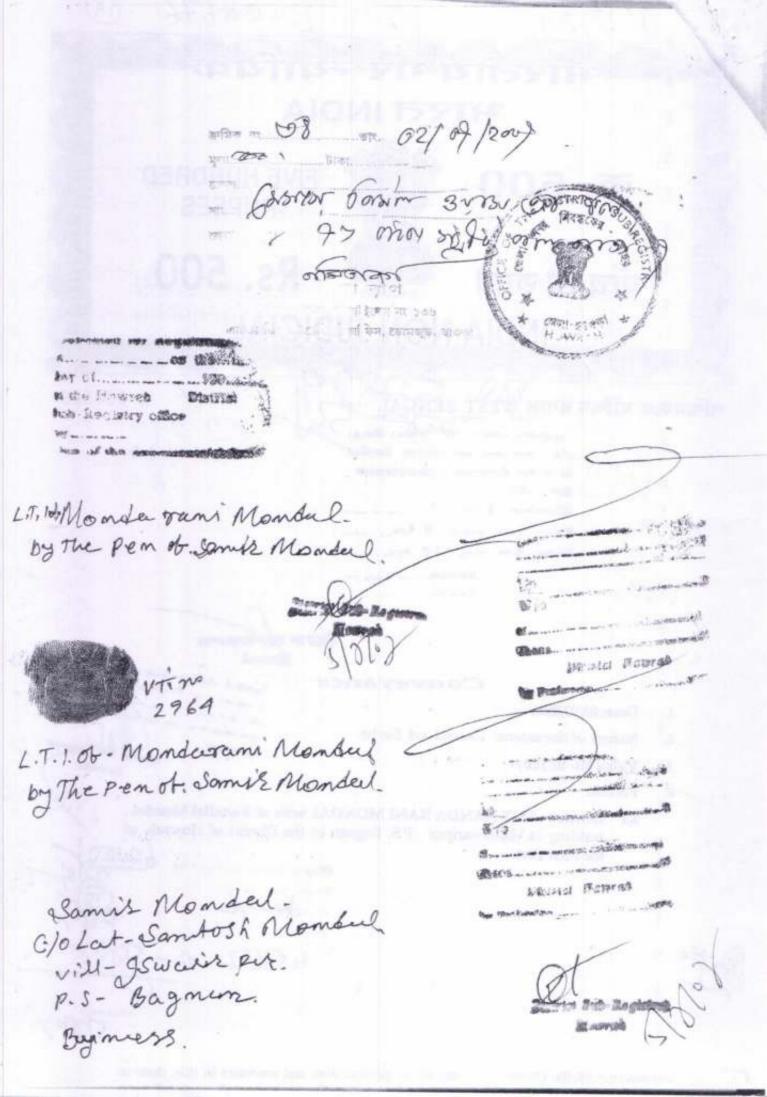
JAMES MARY PENETRET SERBERGE

Conveyance

- Date: 03/07/2007
- Nature of document: Deed of Sale.
- Value Rs- 62,100 /-

Parties:

Owners SMT MANDA RANI MONDAL wife of Kanailal Mondal, residing at Vill-Iswaripur, P.S. Bagnan in the District of Howrah, of the First Part.



- 4.2. 4.2 Purchaser: M/S NIRMAL WIRES PVT LTD a company registered under the companies Act 1956, and having its registered office at 76 cotton street, Kolkata -7, represented by its Directors 1 SRI NIRMAL SARAF son of Ram avatar Saraf 2. SRI RAM AVATAR SARAF son of Lt Jhabarmal Saraf, residing at BF-256, Sector I, Saltlake City, Kolkata-64. by faith Hindu, Nationality-Indian, of the SECOND PART
- 4.3. The terms Owner and Purchasers shall include their respective successors-inrespect and all persons claming under or through them.

5. Subject matter of

All that undivided share of Sali land measuring 20.50 decimals out of entire share of 41 decimals in R.S dag 135, L.R. dag 140, bearing R.S Khation no 85, L.R. Khation-223 & 38,under Mouza-Iswaripur, J.L.No-34, P.S-Bagnan, Dist-Howrah,

6. Background:

The devolution of the title of the said property whereby the Owner became the absolute Owner of the Property is set out in **Schedule A**.

NOW THIS INDENTURE WITNESSETH that in consideration of a total sum of Rs 62,100 /- (Rupees sixty two thousand one hundred only) paid by the Purchaser to the Owner at or immediately before the execution to these presents (the receipt whereof the Owner do hereby admit and acknowledge) and or from the same every part thereof acquit release and discharge the Purchasers and every one of them and also the said PROPERTY mentioned in the schedule thereof, the Owner as beneficial Owner does by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchaser ALL THAT the said PROPERTY mentioned in the Schedule B written hereinafter hereto HOWSOEVER OTHERWISE the said PROPERTY now and heretofore was situated, butted, bounded, called known numbered described and distinguished together with all benefits and advantages of amount and other rights, liberties, easements, privileges, appendages whatsoever to the said PROPERTY or any part thereby belonging or in any wise appertaining as or with the same or any part thereof usually held, used, occupied or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder/remainders, rents, issued and profits inheritance, use, trust, landed property, claim and demand whatsoever both out of land and equity, if the Owner into and upon the aforesaid property and every thereof and all deeds pattahs, muniments and evidences of title within any wise relate to the said PROPERTY or any part or parcel thereof and which are or hereafter shall or may in the custody, power and possession of the Owner or any person whom they can or may procure the same without action and suit at land or in equity. TO HAVE AND TO HOLD the said PROPERTY and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with his rights, numbers and appurtenance up to and to the use of this Purchasers forever and the Owner do hereby for themselves covenants with the Purchasers that NOTWITHSTANDING any act, deed, matter and things whatsoever by the Owner or by any of his predecessors and ancestors in title, done or executed or knowingly suffered to the contrary the Owner had at all material times heretofore and now have good, right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the

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said PROPERTY hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may at all times hereafter peaceably and equitably posses and enjoy the said PROPERTY and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, interruption claim or demand whatsoever from or by the Owners or any person/persons lawfully or equitably claiming from under or in trust forhim or from or under any of his ancestor or predecessor-in-title and that free and clear and freely and clearly absolutely acquitted, exonerated and realized or otherwise by and all the costs and expenses of the Owners well and sufficiently indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owners or any of their predecessor in title or any person or persons lawfully or equitably claiming as aforesaid and FURTHERMORE that the Owners and all person or persons lawfully or equitably claiming and estate or interest whatsoever in the said PROPERTY and any part thereof. The Owners or any of their predecessors in title shall be from time to time and at all times hereafter at the request and cost of the Purchaser, (its successor or successors in office administrators and assigns) do or cause to be done and execute all such acts, deeds and things whatsoever for perfectly assigning the said PROPERTY and every part thereof and to the use of the Purchaser, (its successor or successors in office administrators and assigns) in the manner aforesaid as shall or may be reasonable required.

Mutual Covenants:

The Owner does hereby covenant with the Purchasers that:

THAT the Owner has received the full Consideration for the Sale as mentioned and acknowledges the receipt thereof in the Memo of Consideration hereunder.

THAT the Owner has good right, full power and absolute authority to sell, transfer and convey the property.

THAT the Owner shall keep the Purchasers well and sufficiently saved harmless indemnified from and against all former title and encumbrances to the said property.

THAT the Owner shall, at the costs and requests of Purchasers, do all such acts and execute all documents as be required for more perfectly assuring the said property unto the Purchasers and shall also produce and/or provide for inspection of all title documents and papers unless prevented by fire or irresistible force.

THAT notwithstanding any act deed matter or thing whatsoever done by the Owners or their predecessor-in-title or any of them done executed or knowingly suffered to the contrary, the Owner are fully and absolutely seized and possessed of the said property without any condition use trust or other thing whatsoever to alter or make void the same.

THAT notwithstanding any such act, deed or thing whatsoever aforesaid the Owner now have good right, full and lawful power, absolute authority indefeasible title to grant convey transfer assign and assure the said property hereby granted, transferred, conveyed, assured and assigned or expressed or intended to be with the appurtenance their unto belonging unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents.

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THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold, occupy possess and enjoy the said property hereby granted transferred, conveyed assigned and assured or expressed or intended so to be any and every part thereof and receive enjoy and take rents issues and profits thereof for his absolute use and benefit without any lawful hindrances interruption, disturbances suit, eviction, claim or demand whatsoever from or by the Owners or any person or persons whatsoever.

THAT free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Owner well and sufficiently saved, defended, kept harmless and indemnified against all estates, charges encumbrances, liens, attachments lispendens, tenancies, occupancies, uses, trusts, debuttors, right, title interest, claims and demands whatsoever created occasioned or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER THAT the Owner and all persons having and lawfully claiming any estate right, title or interest into or upon the said property and every part thereof from through or in trust for the Owners and/or their predecessor-in-title or any of them shall and will from time to time at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds, matters, assurances and things whatsoever for further better and more perfectly granting, assuring, transferring the said property hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and transferred and assigned and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably required.

THAT the said property or any and every part thereof is not attached in any proceeding including Certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and the said property is free from all encumbrances and liabilities whatsoever.

THAT in case the Purchasers are deprived of the possession of the said property or any and every part thereof for any defect in the title the Owners shall refund the amount of consideration along with all other costs, and expenses in connection with or in relation to the said property charges or the Owners shall be liable to pay compensation the Purchaser in any way admissible under the laws, i.e. by a substitute piece of land if called for by the Purchaser.

THAT no notice has been served and/or issued on the Owner under the Public Demand Recovery Act, in respect of the said property or any part thereof.

THAT the Ownerhas not yet received any notice for requisition or acquisition of the said property or any part or portion thereof described in the Schedule below.

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THAT the Purchasers and all person or persons claiming through under them shall have undisputed and manner of rights in along through over or under the common passage.

THAT it is hereby declared that the land, declared in the Schedule below is the self acquired property of the Owner and the Owners are not the benamder of the any one.

THAT the Owner by this Indenture does hereby accord his consent to the Purchasers for mutating their names in the records of the concerned Authority / ties in respect of the PROPERTY and the Owner and all their persons at all times hereinafter indemnify and keep indemnified for the same in favour of the Purchasers.

THAT Owner shall and will from time to time and at all times hereafter indemnify and keep the Purchaser indemnified of, from and against all losses, damages, claims, demands, costs, charges, expenses, suits, actions, proceedings whatsoever which the Purchaser may suffer, incur, or may be put to, or may be liable for any reason of any defect in the title of the Owner/Owners of the PROPERTY.

Schedule - A [Devolution of Title]

WHEREAS one Kanailal Mondal son of Lt Mathor Chandra Mondal by a Registered Sale Deed, Purchased from Bhupendra Nath Mondal and other son of Lt Bihari Lal Mondal, Vide Being no 4163 for the year 1966 of all that undivided share of Sali land measuring 20.50 decimals out of entire share of 41 decimals in R.S dag 135, L.R. dag 140, bearing R.S Khation no 85, L.R. Khation-223 & 38, under Mouza-Iswaripur, J.L.No-34, P.S-Bagnan, Dist-Howrah,

AND WHEREAS the said Kanailal Mondal son of Lt Mathor Chandra Mondal respectively record his name vide L.R Khation no-38, area of land 10 decimals, out of 20.50 decimals and as per deed who transferred the schedule below property to his Wife Manda Rani Mondal by a Registered Deed of Gift vide Book no I, Volume no 41, Pages -395 to 398, Being no. 4036 for the year 1990 of all that undivided share of Sali land measuring 20.50 decimals out of entire share of 41 decimals in R.S dag 135, L.R. dag 140, bearing R.S Khation no 85, L.R. Khation-223 & 38, under Mouza-Iswaripur, J.L.No-34, P.S-Bagnan, Dist-Howrah,

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AND WHEREAS in the circumstances the owner here in absolutely seized possessed of all that undivided share of Sali land measuring 20.50 decimals out of entire share of 41 decimals in R.S dag 135, L.R. dag 140, bearing R.S Khation no 85, L.R. Khation-223 & 38,under Mouza-Iswaripur, J.L.No-34, P.S-Bagnan, Dist-Howrah,

SCHEDULE OF THE PROPERTY - B

ALL that undivided share of Sali land measuring 20.50 decimals out of entire share of 41 decimals in R.S dag 135, L.R. dag 140, bearing R.S Khation no 85, L.R. Khation-223 & 38, under Mouza-Iswaripur, J.L.No-34, P.S-Bagnan, Dist-Howrah, together with all easement rights, as per the given below details.

A site plan is included in this deed mentioned is RED border which will be treated as part of this deed.

On North

By . R.S dag no-134

On South

By . R.S dag no-133

On East

By . R.S dag no-136

On West

By .R.S dag no 134

IN WITNESS whereof the Owner hereto has hereunto set and subscribed his hands and seal this the day month and year above written first.

(A) SIGNED SEALED AND DELIVERED BY THE OWNER IN THE PRESENCE OF:

1. Samis Mondal

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Monturerni Mondal

OWNER

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MEMO OF CONSIDERATION

RECEIVED a sum of Rs 62,100 /- (Rupees sixty two thousand one hundred only) from M /S Nirmal Wires (p) Ltd the purchaser as the full consideration money by

Cheque no

Date

Bank

Amount

Vendor

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Monderveni Mondel.

OWNER

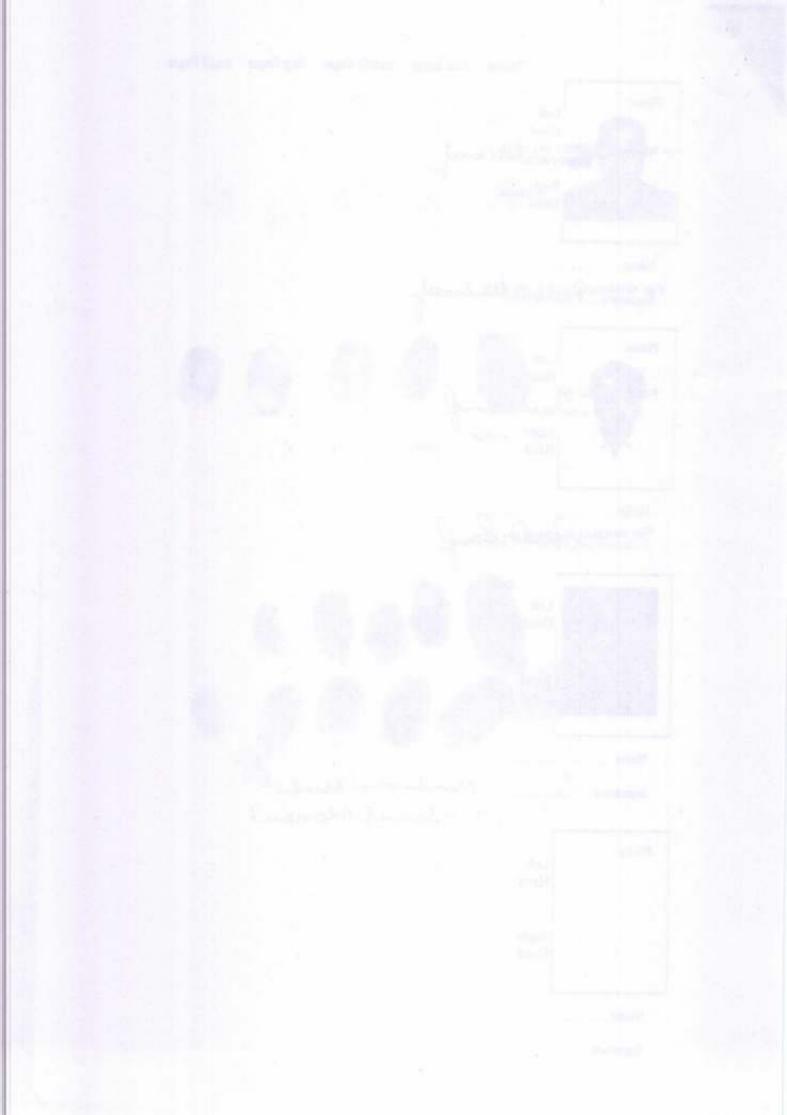
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Signature



Government Of West Bengal Ciffice of the D.S.R.HOWRAH

HOWRAH

Endorsement For deed Number :1-08676 of :2007 (Serial No. 05924, 2007)

On 03/07/2007

Payment of Fees:

Fee Paid in rupees under article A(1) = 682/- E = 7/- H = 28/- M(b) = 4/- on:03/07/2007

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

Presented for registration at 18.53 on :03/07/2007, at the Private residence by Monda Rani Mondal, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on :03/07/2007 by

1. Monda Rani Mondal, wife of Kanailal Mondal, Iswaripur, Thana Bagnan, By caste Hindu, by Profession: Others Identified By Samir Mondal, son of Late Santosh Mondal Iswaripur Dist. - Howrah Thana: Bagnan, by caste Hindu, By Profession Business.

Name of the Registering officer :.......

Designation :DISTRICT SUB-REGISTRAR OF HOWRAH

On 05/07/2007

Deficit stamp duty

Deficit stamp duty: Rs 2610/- is paid, recieved on: 05/07/2007.

Name of the Registering officer

Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

On 27/12/2007

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-62894/-

Certified that the required stamp duty of this document is Rs 3145 /- and the Stamp duty paid as: Impresive Rs-500

Name of the Registering officer : Debasish Dhar Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

[Debasish Dhar]

DISTRICT SUB-REGISTRAR OF HOWRAH

OFFICE OF THE DISTRICT SUB-REGISTRAR OF HØWRAH

Govt. of West Bengal



Government Of West Bengal Office of the D.S.R.HOWRAH

HOWRAH

Endorsement For deed Number :1-08676 of :2007 (Senal No. 05924, 2007)

On 28/12/2007

Admissibility(Rule 43)

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

Deficit stamp duty

Deficit stamp duty: Rs 60/- is paid by the draft no. :369390, Draft date:20/12/2007, Bank name:STATE BANK OF INDIA, Domjur, recieved on :28/12/2007.

> Name of the Registering officer : Debasish Dhar Designation : DISTRICT SUB-REGISTRAR OF HOWRAH

> > [Debasish Dhar]

DEL TOTAL

DISTRICT SUB-REGISTRAR OF HOWRAH

OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH

Govt. of West Bengal

Page: 2 of 2

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on the court of Ld. civil judge: Junior Divinione (Mun-2) and loudy at Winburtz, Hussah West Beagal Form No. 870 HIGH COURT FORM NO. (M) 55 Civil (M) 30 [Criminal] Application for information

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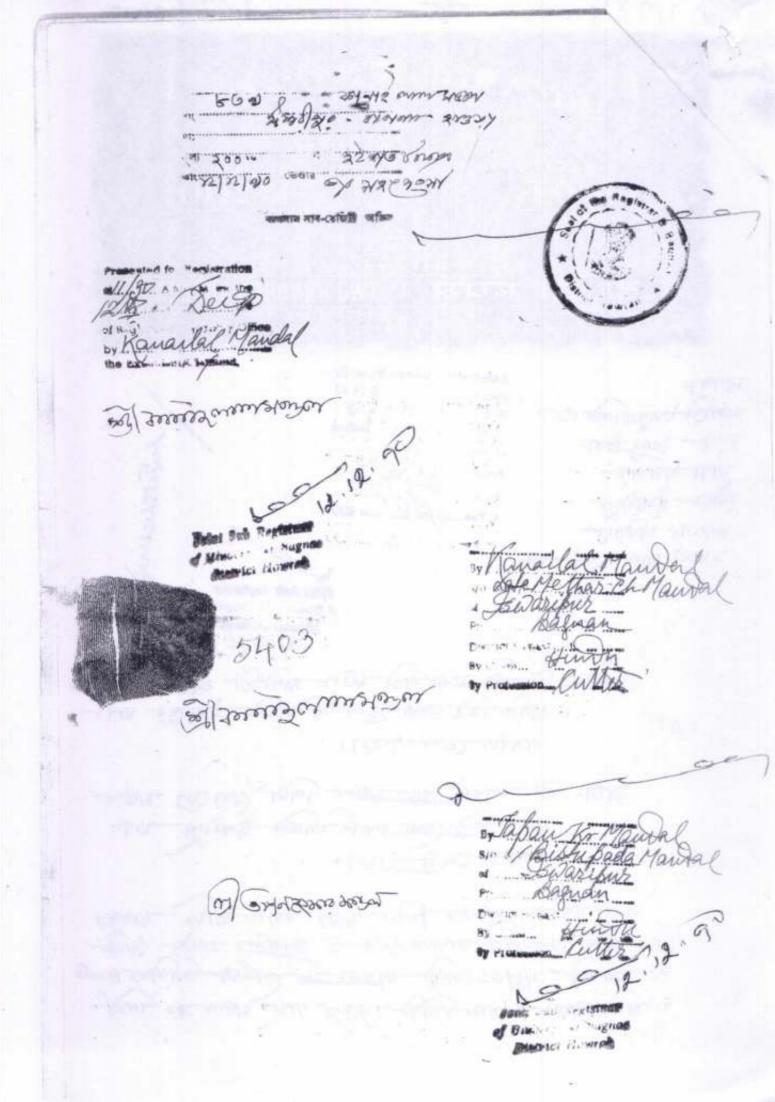
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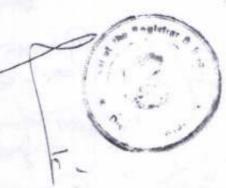
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MONEY RECEIPT

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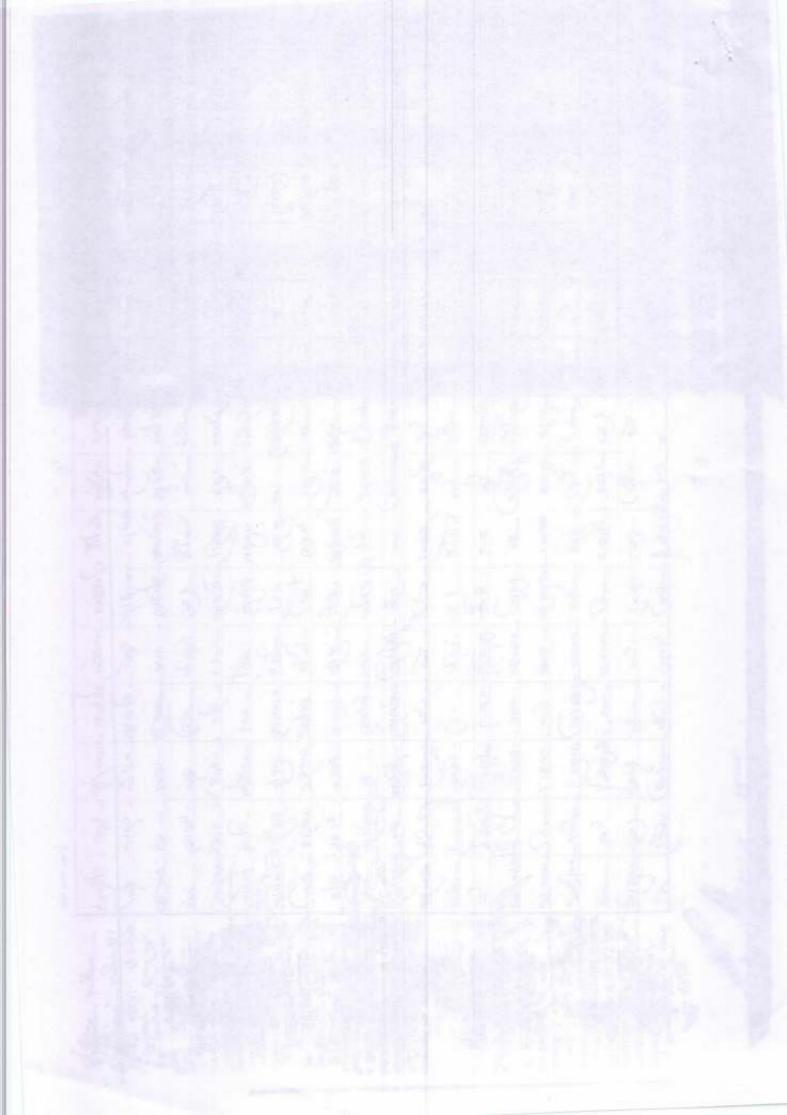
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Mandarani Mondal

7-4163-38-193-194-1966 Bagnan धारबीय पीर च्याधिक TEN RUPEES **ক.10** 3/2 Rs.10 0 IDIA NON JUDICIAL পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 52AA 872026 1.05 9.05 CSTOF WED COPY 4.00 10.00 10.00 Ro Throty three only. 9-05 Total Case No. 3.502 Gote.

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