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Rs. 100 ONE **HUNDRED RUPEES** 

# भारत INDIA INDIA NON JUDICIAL

পশ্টিমবঙ্গ पश्चिम बंगाल WEST BENGAL 5210 Conveyance

- Date:-09/04/2007
- Nature of document: Deed of Sale.
- Valued Rs-- 1,06,050 /-

#### Parties:

3.1 Owner . SMT SANDHA RANI OJHA, wife of Bomkesh Ojha, residing at Iswaripur, P.S. Bagnan, District- Howrah, By faith Hindu. of the First Part.

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THE Sottom et Is al-ory 100/0 केन्द्रावर्ववदः जिल्लाह्ये आमानव रेस्सि अस उसा Saran Romage Barcologho Bronn Bognon 1567 T.110 প্ৰিক্ষি ক্লান্দী ওস্থন Bising Server শিব্ধত ওবলা न नार्ष्ट्रम उन्म. वैकाने शिवं काशसाम 16/4/01-

- 3.2 :Purchasers 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 Ramavatar Saraf 2. SRI RAM AVATAR SARAF son of Lt Jhabarmal Saraf residing at BF- 256 sector I, Saltlake City Kolkata 64. By faith Hindu of the Second Part.
- **3.3.** The terms Owner and Purchasers shall include their respective successors-in-interest and all persons claiming under or through them.

#### 4 Subject matter of Sale:

- 1. All that undivided share of sali land measuring 35 decimals out of 70 decimals in R.S dag 138, L.R. dag no 143, bearing L.R. khation no 50, under Mouza-Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah
- 2. The aforesaid plot of land is mentioned in schedule B and here in after collectively mentioned as the "said property".

#### 5. Background:

- 5.1 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**.
- 5.2 The Purchasers (party hereto of the Second Part) approached the Owner (the party hereto of the First Part) with a proposal for purchasing the said property and the Owner accepted the said proposal of the Purchasers.

NOW THIS INDENTURE WITNESSETH that in consideration of a total sum of of Rs- 1,06,050/- (Rupees one lac six thousand thousand and fifty only) paid by the Purchasersto the Owner at or immediately before the execution to these presents (the receipt whereof the Owner doth hereby admits and acknowledges) and or from the same every part thereof acquits releases and discharges 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 grants, sells, conveys and transfers, assigns and assures 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 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 Purchaser forever and the Owner doth hereby for himself 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 has good, right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said PROPERTY hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and that the Purchaser 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 Owner or any person/persons lawfully or equitably claiming from under or in trust for him 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 Owner 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 Owner or any of his predecessor in title or any person or persons lawfully or equitably claiming as aforesaid and FURTHERMORE that the Owner and all person or persons lawfully or equitably claiming and estate or interest whatsoever in the said PROPERTY and any part thereof. The Owner or any of his 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 Purchaser 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 Owner or his predecessor-in-title or any of them done executed or knowingly suffered to the contrary, the Owner is 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 has 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 Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

THAT the Purchasers 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 Owners 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 Owner or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER THAT the Owner and all person 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 his 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 OWNER 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 Owner will 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 Owners have not yet received any notice for requisition or acquisition of the said property or any part or portion thereof described in the Schedule below.

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 Owner is not the benamder of the any one.

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

THAT Owners 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 Kishan Chakraborty son of Lt Biharilal Chakraborty, is the recorded owner. All that undivided share of sali land measuring 35 decimals out of 70 decimals in R.S dag 138, L.R. dag no 143, bearing L.R. khation no 50, under Mouza-Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Howrah

AND WHEREAS Kishan Chakraborty son of Lt Biharilal Chakraborty transferred the land, by way of registered sale deed under joint sub registry office Uluberia at Bagnan, vide deed nofer the year-1983, vide book not, volum no and pages to all that undivided share of sali land measuring 35 decimals out of 70 decimals in R.S dag 138, L.R. dag no 143, bearing L.R. khation no 50, under Mouza -Iswariput, J.L. no 34, P.S. Bagnan, Dist-Howrah here in present seller, written above.

AND WHEREAS in the circumstances the owner here in absolutely seized possessed of All that undivided share of sali land measuring 35 decimals out of 70 decimals in R.S dag 138, L.R. dag no 143, bearing L.R. khation no 50, 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 35 decimals out of 70 decimals in R.S dag 138, L.R. dag no 143, bearing L.R. khation no 50, under Mouza -Iswaripur, J.L. no 34, P.S. Bagnan, Dist-Flowrah together with all easement rights, as per the given below details.

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

On North : By . R.S. Dag 153 On South : By . R.S. Dag 137 On East : By . R.S. Dag 175

On West : By . R.S. Dag 139

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

SIGNED SEALED AND DELIVERED BY THE OWNER IN THE PRESENCE OF

كمهكد غويم ع

শ্বিষ্ণ প্র ক্ষা ক্র প্রায়ণ প্র ক্রা ক্র

OWNER

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Hounh Cam

W.B. 730/75

#### MEMO OF CONSIDERATION

Received of Rs-1,06,050/- (Rupees one lac six thousand thousand and fifty only) from M/S. Nirmal wires pvt Ltd, the purchaser as the full consideration money by cheque  $\frac{1}{2}$  M/N

Cheque no date bank amount infavour of

रावटा अन्धि असा

OWNER

### SALE DEED PLAN

OFMOUZA ISWARIPUR IL NO 34 RS BAGNAN DISTRICT-HOWRAH R'S DAG NO 138 L'R DAG NO 143

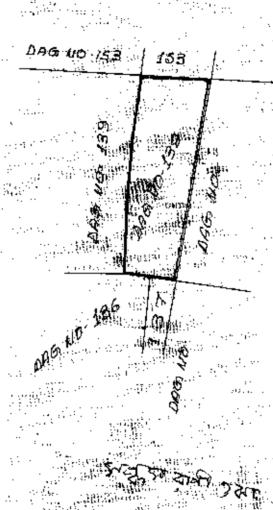
HUDER KHATIAN NO. 50

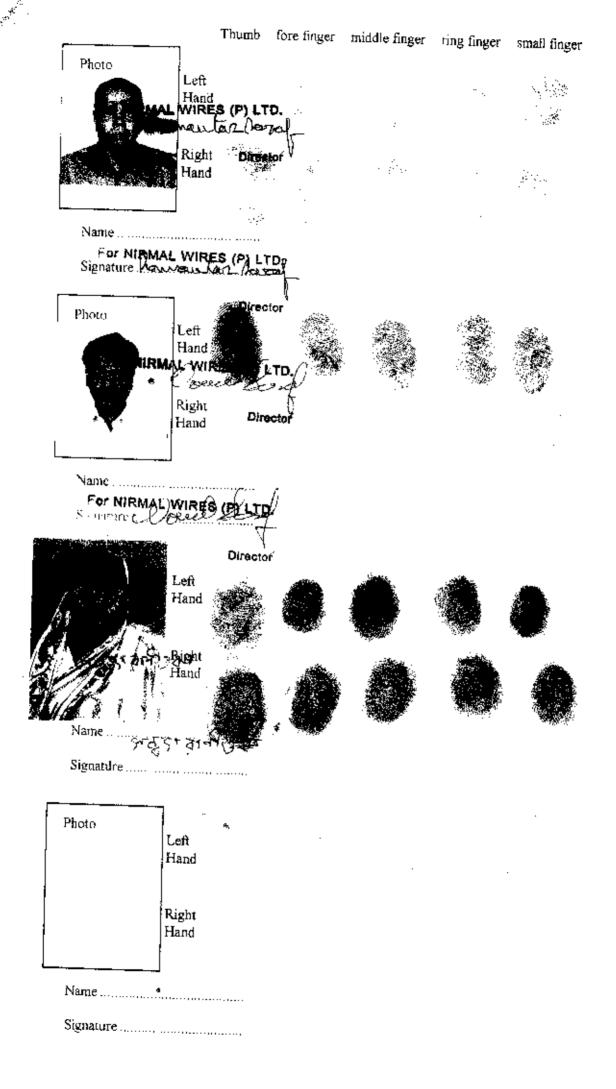
SOLD AREA 35 DECIMAL DUT OF RED BORDER AREA

70 DECIMAL

PURCHASER MIS WIRMAL WIRES PUT ATD

SCALE 1 - LOW-O'







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

Endorsement For deed Number :1-08594 of :2007 (Scrial No. 03105, 2007)

#### On 09/04/2007

#### Payment of Fees:

on:09/04/2007 Fee Paid in rupees under article : A(1) = 1168I- E = 7I- H = 28I- M(b) = 4I-

#### Deficit stamp duty

Deficit stamp duty: Rs 5210/- is paid, recieved on:09/04/2007.

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

Presented for registration at 13,20 on :09/04/2007, at the Private residence by Sandha Rani Ojha, Executant.

### Admission of Execution(Under Section 58)

1 Sandha Rani Ojna, wife of Bomkesh Ojha, Vill-Iswaripur, Thana Bagnan, By caste Hindu, by Profession : Others Execution is admitted on :09/04/2007 by re-entified By Shibabrata Ojha, son of Bayankesh Ojha Vill-Ishiripur Dist- Howrah Thana: Bagnan, by caste Hindu, By Profession :Cultivation.

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

#### On 24/12/2007

### 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- 107380/-

Certified that the required stamp duty of this document is Rs 5379 /- and the Stamp duty paid as: Impresive Rs- 100

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

### On 27/12/2007

#### Admissibility(Rule 43)

Admissible under rule 21 of West Bendal Registration Rule, 1962, duly stamped under schedule 1A. Article number :23,5

of Indian Stamp Act 1899

ish Ohar) DISTRICT SUB-REGISTRAR OF HOWRAH ICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH

Govt. of West Bengal

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2 7 DEC 2007

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

Endorsement For deed Number :I-08594 of :2007 (Serial No. 03105, 2007)

#### Deficit stamp duty

Deficit stamp duty: Rs 100/- is paid by the draft no :369393, Draft date:20/12/2007, Bank name:STATE BANK OF INDIA. Domjur, recieved on :27/12/2007.

#### Deficit Fees paid

Deficit amount of Registration foes is realized under Article in rupees : A(1) = 11/- on: 27/12/2007.

Name of the Registering officer :Debasish Dhar

Designation : DISTRICT SUB-REGISTRAR OF HOWRAH



[Debasish Dhar]
DISTRICT SUB-REGISTRAR OF HOWRAH
DEFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH

Govt. of West Bengal

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# Certificate of Recistration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 4550 to 4562 being No 08594 for the year 2007.

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Hoor

(Debasiuh Dhat) 28-December-2007 DISTRICT SUB-REGISTRAR OF HOWRAH Office of the D.S.R.HOWRAH West Benga