04256/2011

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheet sheet's a the en lorse of a sheet/sheet's attached with this document's are the part of this document.

Additional District Sub-Registral

#### DEED OF CONVEYANCE

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executors, administrators, representatives, nominees and assigns) of the FIRST PART AND MESSRS HIMANGA **MERCANTILES** PRIVATE LIMITED, company incorporated under the provisions of the Companies Act, 1956, having its registered office at 6, Hanspukur Lane, 4th Floor, Room No.415/416, Kolkata - 700 007, assessed to Income Tax through PAN No. AAACH6340K, represented by its Managing Director Shri Raunak Jhunjhunwala son of Sri Sushil Kumar Jhunjhunwala, residing at 829/A, Lake Town, Block-A, Kolkata - 700089, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, representatives and assigns) of the SECOND PART AND RAJU MONDAL son of late Mohammed Ali Mondal, by faith Islam, by Nationality Indian by occupation business, residing at Atghara Purbapara, P.S. Baguiati, Kolkata - 700136, North 24 Parganas, assessed to Income Tax through PAN No. AOOPM5252J, hereinafter referred to as the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives, nominees and assigns) of the THIRD PART.



Additional District Sub-Registre

11 APR 2014

WHEREAS by virtue of a Bengali Kobala made on 26th July, 1974 between Santosh Kumar Dutta son of late Gopal Chandra Dutta of P-2, Dhakuria Railway Quarter, P.S. Jadavpur, Kolkata- 700031, therein referred to as "the Vendor" and Mohammed Basiruddin Haque and Mohammed Sirajul Haque both sons of Mohammed Abdul Jalil resident of village Dashdrone P.S. Rajarhat, District 24 Parganas therein jointly referred to as "the Purchasers" and registered at the office of District Registrar, Alipore 24 Parganas in Book No. I, Volume No. 139, Pages at 184 to 191, Being No. 5367 for the year 1974, the said Santosh Kumar Dutta sold conveyed and transferred ALL THAT piece or parcel of the plot of land measuring an area 67 (sixty seven) decimal equivalent to 40 cotthas 10 chittaks of land be the same little more or less, out of 85 (eighty five) decimal be the same little more or less, comprised in C.S. Khatian No. 245, R.S. Khatian No.340 under C.S. & R.S. Dag No. 633 lying in and situate at Mouza- Atghara, J.L. No.10, R.S, No. 133, Touzi No. 172, Pargana Kolikata P.S. Baguiati within the local limits of Rajarhat Gopalpur Municipality having Ward No. 9 (formerly 6) in the District of 24 Parganas (North) morefully and particularly described in the Schedule I hereunder written, free from all encumbrances whatsoever to the said Mohammed Basiruddin Haque and Mohammed Sirajul Haque for consideration and on terms morefully contained therein.

AND WHEREAS in the premises aforesaid, the said Mohammed Basiruddin Haque and Mohammed Sirajul Haque became seized and possessed of all that the plot of land measuring an area of 67 decimal, equivalent to 40 cotthas 10 chittaks, of land with each of them having 33.5 decimal equivalent to 20 cotthas 5 chittaks, of land out of the total area of 67 decimal equivalent to 40 cotthas 10 chittaks, of land and duly recorded their names at the time of Land Record Settlement Operation, under L.R. Khatian No.522 and 920 respectively, and paid all the taxes and rents to the concerned authorities and continued to occupy and possess the said land, without any hindrance and /or impediment from any person whosoever.

AND WHEREAS the Vendor has informed that although the Vendor is also known and represented as Sirajul Haque / Sirajul Haque Mondal and Sirajul Haque in various documents, such as in the records of the Block Land and Land Reforms Office, Bank records and other documents relating to the said land and all are of the same person and solely relate to the Vendor herein and no other person.

AND WHEREAS the said Mohammed Basiruddin Haque, being in need of money, agreed to sell, convey and /or transfer his interest in the said 33.5 (thirty three point five) decimal equivalent to 20 cotthas 5 chittaks of land be the

same little more or less, of the said Sali land lying and situate at Mouza-Atghara, J.L. No.10, R.S. No. 133, Hal Touzi No. 10 comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No.340 and L.R. Khatian No.522 together with all easement rights morefully and particularly described in the Schedule II hereunder written, free from encumbrance whatsoever.

AND WHEREAS by Deed of Conveyance dated 4th day of February 2013 executed between Mohammed Basiruddin Haque, therein referred to as "Vendor" and Shri Aniruddha Neogy and Smt. Mina Neogy, therein jointly referred to as "Purchasers" and registered at the office of Additional District Sub-Registrar, Rajarhat, West Bengal in Book No.-1, CD Volume No. 2, Pages 11419 to 11432, Being No. 01350 for the year 2013, the said Mohammed Basiruddin Haque duly sold conveyed and transferred ALL THAT Sali land measuring an area of 33.5 decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less togetherwith all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No.340 and L.R. Khatian No. 522 lying and situate at Mouza Atghara, J.L. No.10, R.S. No.133, Hal Touzi No.10, P.S. Baguiati in the district of 24 Parganas morefully described in Schedule II hereunder written

AND WHEREAS in the premises aforesaid, the said Mohammed Sirajul Haque, the Vendor herein, continued to remain seized and possessed of his 33.5 decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 920 lying and situate at Mouza Atghara, P.S. Baguiati, Rajarhat, District 24 Parganas (North) morefully described in Schedule III hereunder written and shown in a plan attached hereto and marked with red border, free from all encumbrances and has been in occupation thereof without any hindrance and/or impediment from any person whosoever.

AND WHEREAS the Vendor herein, being in need of money intended, desired and agreed with the Confirming Party herein to sell, convey and transfer ALL THAT Sali land measuring an area of 33.5 decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less together with all easement rights comprised in C.SS & R.S. Dag No. 633 under R.S. Khatian No.3 40 and L.R. Khatian No. 920 lying and situate at Mouza Atghara, J.L. No.10, R.S. No.133, Touzi No. 172, P.S. Baguiati in the district of 24 Parganas (North), hereinafter referred to as "the said land", morefully described in Schedule III hereunder written, free from encumbrances, inter alia, on the terms and conditions

morefully recorded in an agreement dated 1st October 2013 executed between the Vendor and the Confirming Party herein.

AND WHEREAS the Confirming Party herein failed to perform its obligations under the said Agreement dated 1st October 2013 and/or complete the transfer as contemplated thereunder.

AND WHEREAS in the premises aforesaid, the Vendor and the Confirming Party mutually cancelled and/or terminated the said agreement dated 1st October 2013 and the Confirming Party hereby confirms that no right and/or interest survives in his favour over and in respect of the said land.

AND WHEREAS the Vendor and the Purchaser herein have subsequently, inter alia, agreed that the Vendor would sell and the Purchaser would purchase ALL THAT Sali land measuring an area of 33.5 decimal equivalent to 20 cottahs and 5 chittaks, be a little more or less together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 920 lying and situate at Mouza Atghara, J.L. No.10, R.S. No. 133, Touzi No. 172, P.S. Baguiati in the district of 24 Parganas (North), hereinafter referred to as "the said land", morefully described in Schedule III hereunder written, free from encumbrances,

at and for a consideration of Rs. 1,50,00,000/- only on the terms and conditions stated hereinafter.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lacs) only paid by the Purchaser to the Vendor on or before the execution of these presents the receipt whereof Vendor doth hereby as well as by the receipt hereunder in the memo of consideration admit and acknowledge and free the same forever acquit release discharge and exonerate the Purchaser as well as the said land intended to be hereby granted and conveyed and the Vendor doth hereby, as the absolute owners and being in use occupation possession and enjoyment of the said land, grant convey, transfer, assign and assure unto the Purchaser ALL THAT Sali land measuring an area of 33.5 decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less, together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 920 lying and situate at Mouza Atghara, J.L. No. 10, R.S. No. 133, Touzi No. 172, P.S. Baguiati in the district of 24 Parganas (North), hereinafter referred to as "the said land", morefully described in Schedule II hereunder written, free from encumbrances, together with all rights liberties or easements and appurtenances belonging to and all estates rights, titles

and interests property claim and demand whatsoever of the Vendor into and upon the said piece or parcel of land hereby conveyed unto the Purchaser TO HAVE AND TO HOLD the said piece of parcel of land herein comprised and hereby granted, conveyed, transferred and assigned or intended to be so unto the Purchaser absolutely and forever free from all encumbrances forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor and the Vendor do hereby covenant with the Purchaser that notwithstanding any act deed or thing whatsoever, by the Vendor or any of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary, the respective Vendor had at all material times heretobefore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said land, hereby granted sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the Purchaser in the manner as aforesaid AND that the Purchaser shall and may at all times hereafter peacefully and quietly entered into, hold, possess and enjoy the said land and every part thereof and receive the rents issues and profits thereof, without any lawful eviction, hinder, interruption, disturbance, claim or demand by the Vendor or any person or persons lawfully or equitably claiming any right or estate

thereof under or interest for them or from or any of their ancestors or predecessors entitled and that free and fair and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently saved and/or indemnified by them against all and/or manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any of their ancestors or predecessors entitled or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them, the Vendor or from or under any of their predecessors or ancestors entitled, 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 or executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required and furthermore that the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of covenants herein contained, AND that the Confirming

Party hereby covenant with the Purchaser herein that the Confirming Party has not done any act, deed or thing nor suffered anything to the contrary whereof or by reason or means whereof the said land or any part thereof may in any way be affected or prejudiced in title AND that the Confirming Party hereby confirms the Covenants and/or representations made by the Vendor herein in the manner hereinabove indicated.

#### SCHEDULE-I REFERRED TO THE ABOVE PROPERTY

ALL THAT piece or parcel of the plot of "Sali" land measuring an area 67(sixty seven) decimal equivalent to 40 cotthas 10 chittaks of land be the same a little more or less together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 522 lying and situate at Mouza-Atghara J.L. No. 10, R.S. No. 133, Hal Touzi No. 10 P.S. Baguiati (formerly Rajarhat), in the District of 24 Parganas North under jurisdiction of A.D.S.R. Office Rajarhat (formerly Bidhan Nagar) Kolkata within the local limits of Rajarhat Gopalpur Municipality, Ward No. 9, in the District of 24 Parganas (North) and butted and bounded as under:-

ON THE NORTH BY

Part of R.S. Dag No. 631, 632

& 633

ON THE SOUTH BY

Part of R.S. Dag No. 635

ON THE EAST BY

Mouza Gopalpur

ON THE WEST BY

Part of R.S. Dag No. 629

#### SCHEDULE-II REFERRED TO THE ABOVE PROPERTY

ALL THAT piece or parcel of the plot of "Sali" land measuring an area 33.5 (thirty three point five) decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 522 lying in and situated at Mouza-Atghara J.L. No. 10, R.S. No. 133, Hal Touzi No. 10 P.S. Baguiati (formerly Rajarhat), in the District of 24 Parganas North under jurisdiction of A.D.S.R. Office Rajarhat (formerly Bidhan Nagar) Kolkata within the local limits of Rajarhat Gopalpur Municipality, Ward No. 9, in the District of 24 Parganas (North) butted and bounded as under:-

ON THE NORTH BY

Part of R.S. Dag No. 631, 632

& 633

ON THE SOUTH BY

Part of R.S. Dag No. 633

ON THE EAST BY

Mouza Gopalpur

ON THE WEST BY

Part of R.S. Dag No. 629.

#### SCHEDULE-III REFERRED TO THE ABOVE PROPERTY

ALL THAT piece or parcel of the plot of "Sali" land measuring an area 33.5 (thirty three point five) decimal equivalent to 20 cotthas 5 chittaks of land be the same a little more or less together with all easement rights comprised in C.S. & R.S. Dag No. 633 under R.S. Khatian No. 340 and L.R. Khatian No. 920 lying and situate at Mouza-Atghara J.L. No. 10, R.S. No. 133, Touzi No. 172 P.S. Baguiati (formerly Rajarhat), in the District of 24 Parganas North under jurisdiction of A.D.S.R. Office Rajarhat (formerly Bidhan Nagar) Kolkata within the local limits of Rajarhat Gopalpur Municipality, Ward No. 9, in the District of 24 Parganas (North), as shown in plan attached and marked with red border and butted and bounded as under to Probagas (Algues)

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ON THE NORTH BY

Part of R.S. Dag No. 633

ON THE SOUTH BY

Part of R.S. Dag No. 635

ON THE EAST BY

Mouza Gopalpur

ON THE WEST BY

Part of R.S. Dag No. 629

Vamay Thinghumala

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hand and seal on the day, month and year first above written.

#### SIGNED, SEALED AND DELIVERED

by the within named Vendor in the presence of:

1. Enacligo Gimen

ATGHARA (Punbakana)

P.S-Rayeihali 1201-136

2. Tajonisza Khafun VENDOR

VIII- Dushadrone, P.O.-R. Gopalpun

KO1-700-136

SIGNED, SEALED AND DELIVERED

by Shri Raunak Jhunjhunwala,

Director of the Purchaser in terms of

Board's Resolution

in the presence of:

1. Znardy Ganen

Por Himanga Mercaniiles Pi Lic

(Damay Thinghimwala

Managing Directe **PURCHASER** 

2. Tajmina Khafun.

SIGNED, SEALED AND DELIVERED by Raju Mondal in the presence of:

1. Enadlip Ginen

2. Pajmina Khatun

Md. anju maslal CONFIRMING PARTY

Drafted by : White Mrs. Smita Mukherjee, Advocate, High Court, Kolkata-700001

#### MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lacs ) being the consideration money payable under these presents as per memo below:

By Cheque No. 991134 dated 13.03.2014 drawn on Ratnakar Bank Ltd. in favour of Md. Sirajul Haque

20,00,000.00

By Cheque No. 300023 dated 05.04.2014 drawn on IDBI Bank, in favour of Md. Sirajul Haque

50,00,000.00

By Cheque No. 300024 dated 07.04.2014 drawn on IDBI Bank, in favour of Md. Sirajul Haque

50,00,000.00

By Cheque No. 300025 dated 08.04.2014 drawn on IDBI Bank, in favour of Md. Sirajul Haque

30,00,000.00

Total

1,50,00,000.00

WITNESS:

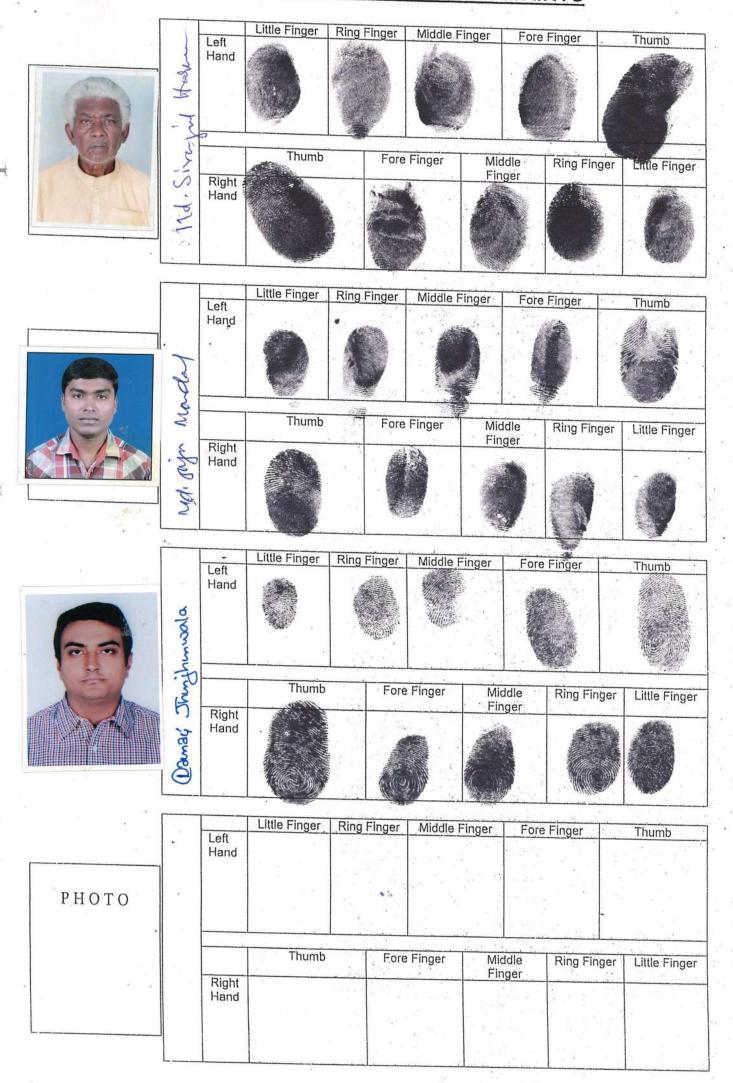
1. Enerclip ginen

-MA. Sire pil Hayen

2. Tajmina Khatun

(VENDOR)

## SPECIMEN FORM FOR TEN FINGERPRINTS



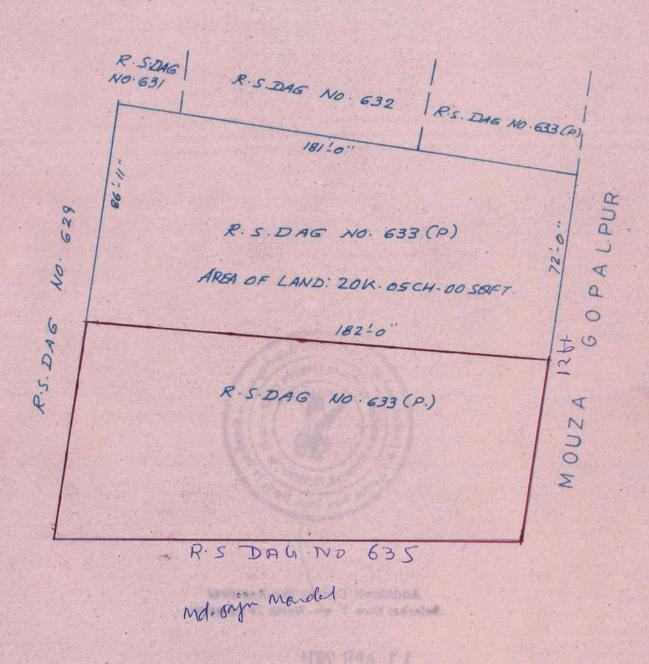
SITE PLAN OF LAND AT MOUZA - ATGHARA, J.L. NO. 10, R.S. DAG NO. 633 (P), R.S. KHATIAN NO. 340, L.R. KHATIAN NO. 522, R.S. NO. 133, WARD NO. 09, P.S. - BAGUIATI, DIST. - NORTH 24- PARGANAS, UNDER RAJARHAT-GOPALPUR MUNICIPALITY.

SCALE : 32'-0" = 1" INCH

AREA OF LAND: - 20 K. - 5 CH. - 0 SQ.FT. (MORE OR LESS) SHOWN IN RED COLOUR







Md. Strapid Ham

SIG. OF VENDOR

Damay Thinghowala Managing Director

SIG. OF VENDEES

Napare 3A, rappelo



# Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 04256 of 2014 (Serial No. 04628 of 2014 and Query No. 1523L000007824 of 2014)

#### On 11/04/2014

#### 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, 4 of Indian Stamp Act 1899.

#### Payment of Fees:

#### Amount by Draft

Rs. 178621/- is paid , by the draft number 793787, Draft Date 10/04/2014, Bank Name State Bank of India, Spl Insti B K G Kolkata, received on 11/04/2014

(Under Article: A(1) = 178607/- E = 14/- on 11/04/2014)

#### 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.-1,62,37,494/-

Certified that the required stamp duty of this document is Rs.- 1136645 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### **Deficit stamp duty**

#### Deficit stamp duty

- 1. Rs. 1131645/- is paid , by the draft number 793786, Draft Date 10/04/2014, Bank : State Bank of India, Spl Insti B K G Kolkata, received on 11/04/2014
- 2. Rs. 30/- is paid, by the draft number 496526, Draft Date 10/04/2014, Bank: State Bank of India, High Court Kolkata, received on 11/04/2014

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

Presented for registration at 15.15 hrs on :11/04/2014, at the Private residence by Raunak Jhunjhunwala, Claimant.

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

Execution is admitted on 11/04/2014 by

- Mohammed Sirajul Haque Alias Sirajul Haque Alias Sirajul Haque Mondal Alias Siraj Haque, son of Late Mohammed Abdul Jalili Haque, Dashdrone, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700136, By Caste Muslim, By Profession: Retired Person
- Raju Mondal, son of Late Mohammed Ali Mondal, Atghara Purbapara, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700136, By Caste Muslim, By Profession: Business

11 APR 2014 Additional District Sub-Registral
( Debasish Dhar )
Additional District Sub-Registrar

11/04/2014 15:46:00

**EndorsementPage 1 of 2** 

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Additional Diender Sub-Registrate Salarhal Now Young Morth 24 Pergamen

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#### Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 04256 of 2014 (Serial No. 04628 of 2014 and Query No. 1523L000007824 of 2014)

3. Raunak Jhunjhunwala

Managing Director, M/s. Himanga Mercantiles Pvt Ltd, 6, Hanspukur Lane, 4th Floor, Room No 415/416, District:-Kolkata, WEST BENGAL, India, Pin:-700007.

By Profession: Business

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Identified By Sumanta Das, son of Mukul Ranjan Das, 1/ D, Chandi Bose Lane, High Court, District:-Kolkata, WEST BENGAL, India, Pin:-700085, By Caste: Hindu, By Profession: Advocate.

( Debasish Dhar ) Additional District Sub-Registrar



Additional Descrict Sub-Registration and North 24 Pergents

11 APR 2014

( Debasish Dhar ) Additional District Sub-Registrar

EndorsementPage 2 of 2

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

Registered in Book - I CD Volume number 7 Page from 2477 to 2497 being No 04256 for the year 2014.



(Debasish Dhar) 11-April-2014 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal BETWEEN

MOHAMMED SIRAJUL HAQUE VENDOR

AND

M/S. HIMANGA MERCAN'I'ILES PVT. LTD.

PURCHASER

AND

RAJU MONDAL CONFIRMING PARTY

CONVEYANCE

SMITA MUKHERJE, ADVOCATE 10, OLD POST OFFICE STREET KOLKATA – 700 001

APR 2014