

02945/011

2-3312/11

57

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 344292

57/3/11



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hul

9/3/11

09.03.11

11.03.11

THIS DEED OF CONVEYANCE made this 11th day of March Two Thousand Eleven BETWEEN HALIMA BIBI wife of Ali Hussain Mallick and daughter of Late Babu Lal Tarafdar residing at Village Kaikhali, Police Station Airport, District North 24 Parganas, hereinafter collectively referred to as

Handwritten notes and signatures at the bottom left

208304

Sufkhanne



2105C

Sarangi & Co. Advocates
4C & 4E Post
7B, Kinnaird Street
Kolkata - 700 001



[Handwritten signature]

SIMPLE DEALMARK PVT. LTD.

Sufkhanne
Authorized Signatory

SIVARAM VINCOM PVT. LTD.

Sufkhanne
Authorized Signatory

FLOWERS VINIMAY PVT. LTD.

Sufkhanne
Authorized Signatory



211A

LTI of Halema Bibi
by the pen of Suresh Sen.

attested by me.

Suresh Sen.

Calcutta Baidya Nath Sen.

K. S. Roy Road,

Kolkata - 700 001.

Occupation: Service.



the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs legal representatives successors executors and administrators) of the **ONE PART AND (1) SIMPLE DEALMARK PRIVATE LIMITED (PAN No.AAOCs9491E)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, **(2) SITARAM VINCOM PRIVATE LIMITED (PAN No.AAOCs9494B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, and **(3) FLOWERS VINIMAY PRIVATE LIMITED (PAN No.AABCF6201G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, all represented by their **Authorised Signatory, Mr.Sunil Kumar Loharuka** son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, all hereinafter collectively referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the **OTHER PART:**

WHEREAS:

A. The Vendor herein has held out, represented before and assured the Purchaser, inter alia, as follows:

- i) That one Babu Lal Tarafdar was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THOSE** the various pieces or parcels of land, comprised in various Dags, recorded in **L.R.Khatian No.531** (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Share of Babu Lal Tarafdar | Area Recorded (in Satak) | Area Owned by Babu Lal Tarafdar (in Satak) |
|------------------|----------------|------------------|------------------------------|----------------------------|--------------------------|--|
| 508 | Danga | 531 | 06 | 0.3333 | 2.00 | 2.000 |
| 509 | Danga | | 03 | 0.3333 | 1.00 | 1.000 |
| 530 | Sali | | 05 | 0.3333 | 2.00 | 1.666 |
| 720 | Sali | | 08 | 0.3333 | 3.00 | 2.666 |
| 721 | Sali | | 07 | 0.3333 | 3.00 | 2.333 |
| 730 | Danga | | 02 | 0.3333 | 0.00 | 0.666 |
| Total: | | | | | | 10.331 |

- ii) That under and by virtue of another Saaf Kobala (in Bengali) dated 22nd September, 1967 and registered in the office of Additional District Sub Registrar-Cossipur, DumDum, North 24 Parganas and recorded in Book No.I Volume No.117 Pages 90 to 92 Being No.8121 for the year 1967, the said Babu Lal Tarafdar for the consideration mentioned therein purchased from one Jamat Ali Mondal, amongst other properties, **ALL THAT** the piece or parcel of land containing an area of **2.4 Sataks** (out of total area of 4 sataks comprised in the concerned Dag) more or less situate and lying at and being the divided and demarcated part and portion of **C.S. Dag No.732**, recorded in C.S.Khatian No.341 (Sabek Jamindari Khatian No.333), in Mouza Atghara, absolutely and forever;
- ii) That the said Jamat Ali Mondal became owner of the said **2.4 Sataks** in the said Dag, by virtue of the inheritance from his father Chhamiruddin Mondal and mother Chayera Khatun Bibi and by virtue of purchase of the entire share of his sister Achiya or Achima Khatun;

- ii) That the said C.S.Dag No.732, subsequently renumbered as R.S. and L.R Dag No.723 and the name of the said Jamat Ali Mondal continues to be recorded as the owner / raiyat in the L.R.Records of Rights under **L.R.Khatian No.353** (Corresponding to C.S.Khatian No.341 Sabek Jamindari Khatian No.333), absolutely and forever;
- iii) That under and by virtue of a Saaf Kobala (in Bengali) dated 5th August 1986 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.37 Pages 101 to 107 Being No.2672 for the year 1986 the said Babulal Tarafdar for the consideration mentioned therein sold transferred, granted and conveyed unto and to his brother Ombar Ali Tarafdar, amongst other properties, **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **1 (one) Satak** (out of his total share of 2 Sataks in the concerned Dag) in the said R.S. & L.R. Dag No.508, **SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.75 Satak** (out of his total share of 1.666 Sataks in the concerned Dag) in the said R.S. & L.R. Dag No.530 **AND THIRDLY ALL THAT** the piece or parcel of land containing an area of **2.33 Satak** (being his full share in the concerned Dag) in the said R.S. & L.R. Dag No.721, absolutely and forever.
- iv) That under and by virtue of another Saaf Kobala (in Bengali) dated 5th August 1986 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.37 Pages 108 to 113 Being No.2673 for the year 1986, the said Babu Lal Tarafdar for the consideration mentioned therein purchased from his brother Ombar Ali Tarafdar, amongst other properties, **ALL THAT 1 (one) Satak** of land (being Ombar Ali Tarafdar's full share in the concerned Dag) in the said Dag No.509, recorded under **L.R.Khatian No.11**, absolutely and forever.
- v) In the events aforesaid, by virtue of the above sale and purchase, Babu Lal Tarafdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lal Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Area Owned by Babu Lal Tarafdar (in Satak) |
|------------------|----------------|------------------|------------------------------|--|
| 508 | Danga | 531, 11 & 353 | 06 | 1.000 |
| 509 | Danga | | 03 | 2.000 |
| 530 | Sali | | 05 | 0.916 |
| 720 | Sali | | 08 | 2.666 |
| 721 | Sali | | 07 | Nil |
| 730 | Danga | | 02 | 0.666 |
| 723 | Sali | | 04 | 2.400 |
| Total: | | | | 9.650 |

- vi) That under and by virtue of a Hebanama/Deed of Gift (in Bengali) dated 16th March 1990 and registered in the office of District Sub Registrar-Bidhannagar (Salt Lake City), and recorded in Book No.I Volume No.44 Pages 303 to 310 Being No.2066 for the year 1990 the said **Babulal Tarafdar** out of natural love and affection gifted to his 2 sons & 3 daughters namely Samsuddin Tarafdar, Johar Ali Tarafdar, Sabila Bibi, Halima Bibi & Saleha Bibi (excluding his one son namely Motalab Tarafdar), amongst other properties, **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian**

Nos.531 (recorded in the name of Babu Lal Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Area Owned by Babu Lal Tarafdar (in Satak) | Area Gifted by Babu Lal Tarafdar (in Satak) |
|------------------|----------------|------------------|------------------------------|--|---|
| 508 | Danga | 531 & 11 | 06 | 1.000 | 2.000 |
| 509 | Danga | | 03 | 2.000 | 1.000 |
| 720 | Sali | | 08 | 2.666 | 2.666 (therein stated as 03 Sataks) |
| 730 | Danga | | 02 | 0.666 | 0.666 |
| Total: | | | | 6.332 | 6.332 |

via) That under the above Deed No.2066 of 1990, there was an excess Gift made by Babulal to his five heirs in Dag No.508, in which he inherited 02 satak being 1/3rd share (out of total area of 06 Sataks) and 01 sataks he sold to his brother Ombar Ali Tarafdar vide Deed No.2672 dt.5/8/1986, as such he could be owner of **01 Sataks**, whereas he gifted 02 Sataks (**hence excess Gift of 01 Satak in Dag No.508**), As such the said five heirs of Babu Lal Tarafdar (except Motalab Tarafdar) were also gifted an excess area of 01 Satak. Accordingly said five heirs of Babu Lal Tarafdar (except Motalab Tarafdar) are conveying the actual area (i.e. after excluding the said excess area of 01 Satak) to the Purchaser herein alongwith other Dags and confirming that they have no claim over the excess area and the claim if any stands transferred assigned released and relinquished in favour of the Purchaser.

vii) In the events aforesaid, Johar Ali Tarafdar, Sabila Bibi, Halima Bibi and Saleha Bibi (being the heirs of Babu Lal Tarafdar **except Motalab Tarafdar**) and the four heirs of Samsuddin Tarafdar (vide Purchase Deed No.2620/1990) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lal Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Area Owned by Babu Lal Tarafdar (in Satak) | Area Gifted by Babu Lal Tarafdar to his heirs (in Satak) | Actual Area owned by Johar Ali Tarafdar, Sabila Bibi, Halima Bibi and Saleha Bibi and 4 heirs of Samsuddin Tarafdar (in Satak) |
|------------------|----------------|------------------|------------------------------|--|--|--|
| 508 | Danga | 531 & 11 | 06 | 1.000 | 2.000 | 1.000 |
| 509 | Danga | | 03 | 2.000 | 1.000 | 1.000 |
| 720 | Sali | | 08 | 2.666 | 2.666 (therein stated as 03 Sataks) | 2.666 |
| 730 | Danga | | 02 | 0.666 | 0.666 | 0.666 |
| Total | | | 19 | 6.332 | 6.332 | 5.332 |

viii) That the said Babu Lal Tarafdar and his wife Bakuljan Bibi, both were Muslim governed by Mohammedan Law died intestate during the year 1994, leaving behind them surviving their three sons namely, (1) Samsuddin Tarafdar, (2) Motalab Tarafdar and (3) Johar Ali Tarafdar

and three daughters namely (4) Sabila Bibi, (5) Halima Bibi & (6) Saleha Bibi as their only heirs heiresses and legal representatives, who all upon their death inherited and became entitled to the balance share of Babu Lal Tarafdar being **4.316 Sataks** of Land in Dag Nos.509, 530 & 723, absolutely and forever;

- ix) In the events aforesaid, **the Vendor herein** became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian No.1773** (recorded in name of Halima Bibi) (Previous L.R.Khatian Nos.531 in name of Babu Lal Tarafdar, 11 in name of Ombar Ali Tarafdar & 353 in name of Jamat Ali Mondal) (corresponding to Previous Khatian Nos.79, 81, 368, 341 & 333), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY**"), full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Actual Area owned & Conveyed by the Vendor (in Satak) |
|------------------|----------------|------------------|------------------------------|---|
| 508 | Danga | 1773 | 06 | 0.142857 |
| 509 | Danga | | 03 | 0.253968 |
| 720 | Sali | | 08 | 0.380952 |
| 730 | Danga | | 02 | 0.095238 |
| 530 | Sali | | 05 | 0.101844 |
| 723 | Sali | | 04 | 0.266666 |
| Total: | | | | 1. 241525 |

- x) That the said Property is free from all encumbrances mortgages charges liens lispens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- xi) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;
- xii) That the Vendor has duly made payment of the Khajana in respect of the said Property;
- xiii) That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- xiv) That the Vendor never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xv) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;

- xvi) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xvii) That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xviii) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchaser.
- xix) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- xx) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispensens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

- B. The Vendor, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure **All That** the said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispensens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.
- C. The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and have called upon the Vendor to grant this conveyance in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.6,00,898/=** (Rupees six lacs eight hundred ninety-eight) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** the said Property, morefully described in the **SCHEDULE** hereunder written **and** all ownership share portions rights title and interest therein of the Vendor and/or his/her predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances 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 **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispensens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND 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 whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights 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;

- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands 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.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.
- (vii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendor to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.
- (viii) **AND THAT** the Vendor has requested and requisitioned the Purchaser to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchaser has made payment of the part / entire consideration in cash to the Vendor.
- (ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against

all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendor to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchaser being found to be untrue, incorrect, false or misleading.

III. AND THE VENDOR DO TH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

- i) **THAT** the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;
- ii) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be are under the Vendor's own direct cultivation and that there is no Bargadar or Bhag Chasi therein or in any part thereof;
- iii) **AND THAT** the Vendor had first offered the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be to the contiguous owners of the said Property hereby conveyed and that upon their refusal to purchase the same, the Vendor herein have approached and negotiated with the Purchaser herein for the sale and transfer of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser. The Vendor do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, liss or any other harmful action against the Purchaser by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.
- iv) **AND THAT** the Vendor hereby declare record and confirm that an area to the extent of 01 satak Gifted to them by Babu Lal Tarafdar in Dag No.508 (under and by virtue of the Deed of Gift No.2066 dt.16/03/1990 or otherwise) in the said Mouza Atghara (being the area in excess of what is being conveyed by them to the Purchaser under these presents) was erroneous and under a mistake as recited in this Deed and that they have no claim or demand over the same or against the present owners thereof and all such claims and demands, if any, hereby stand released relinquished renounced and disclaimed.
- v) **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

THE SCHEDULE ABOVE REFERRED TO:
(Said Property)

ALL THOSE the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian No.1773** (recorded in name of Halima Bibi) (Previous L.R.Khatian Nos.531 in name of Babu Lal Tarafdar, 11 in name of Ombar Ali Tarafdar & 353 in name of Jamat Ali Mondal) (corresponding to Previous Khatian Nos.79, 81, 368, 341 & 333), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, full details whereof are mentioned hereinbelow:

| R.S/L.R. Dag No. | Nature of Land | L.R. Khatian No. | Total Area in Dag (in Satak) | Actual Area owned & Conveyed by the Vendor (in Satak) |
|------------------|----------------|------------------|------------------------------|---|
| 508 | Danga | 1773 | 06 | 0.142857 |
| 509 | Danga | | 03 | 0.253968 |
| 720 | Sali | | 08 | 0.380952 |
| 730 | Danga | | 02 | 0.095238 |
| 530 | Sali | | 05 | 0.101844 |
| 723 | Sali | | 04 | 0.266666 |
| Total: | | | | 1.241525 |

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the Vendor hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed **VENDOR** at **Kolkata** in the presence of:

1) Surajit Sen.

2) Manoj Mahata.

L.T.I OF HALIMA BIBI
by. Subir Mallik

read over and explained
the contents of this
document in Bengali/Urdu

Subir Mallik

SIGNED SEALED AND DELIVERED by the withinnamed **PURCHASER** at **Kolkata** in the presence of:

1) Surajit Sen.

7B, K. S. Roy Road,
Kolkata - 700001.

2) Manoj Mahata.

7B, K. S. Roy Road
Kolkata - 700001

SIMPLE DEALMARK PVT. LTD.

Subir Mallik
Authorised Signatory

SITARAM VINCOM PVT. LTD.

Subir Mallik
Authorised Signatory

FLOWERS VINIMAY PVT. LTD.

Subir Mallik
Authorised Signatory

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs.6,00,898/=** (Rupees six lacs eight hundred ninety-eight) only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION:

1. By Cash...

Rs.6,00,898/=Rs.6,00,898/=

(Rupees six lacs eight hundred ninety-eight) only

L.T.I. OF HALIMA BI
BY. Subig Mallik

WITNESSES:

- 1) Surajit Sen
- 2) Manoj Malhotra

Drafted By:

Manoj Malhotra
Advocate, High Court, Calcutta



Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03312 of 2011
(Serial No. 02945 of 2011)

On

Payment of Fees:

On 09/03/2011

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

Presented for registration at 18.00 hrs on :09/03/2011, at the Private residence by Sunil Kumar Loharuka ,Claimant.

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

Execution is admitted on 09/03/2011 by

1. Halima Bibi, wife of Ali Hussain Mallick , Village:Kaikhali, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others

2. Sunil Kumar Loharuka
Authorised Signatory, Simple Dealmark Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Authorised Signatory, Sitaram Vincom Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Authorised Signatory, Flowers Vinimay Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .
, By Profession : Others

Identified By Surajit Sen, son of Late B N Sen, 7 B, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 10/03/2011

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.-600898/-

Certified that the required stamp duty of this document is Rs.- 36064 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II



Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03312 of 2011
(Serial No. 02945 of 2011)

On 11/03/2011

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.

Payment of Fees:

Amount By Cash

Rs. 6691/-, on 11/03/2011

(Under Article : A(1) = 6600/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/03/2011)

Deficit stamp duty

Deficit stamp duty Rs. 36060/- is paid36660509/03/2011State Bank of India, BEPIN BEHARI
GANGULY ST, received on 11/03/2011

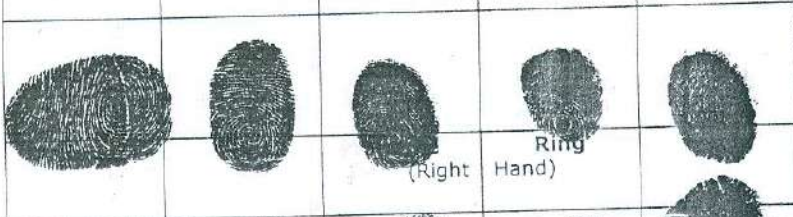
(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

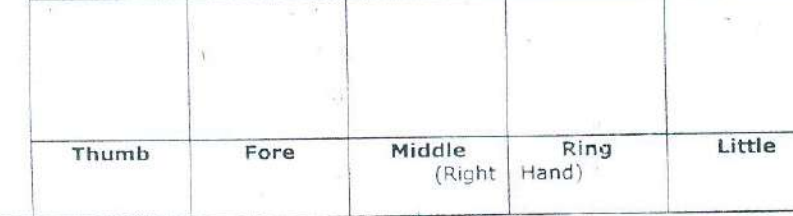
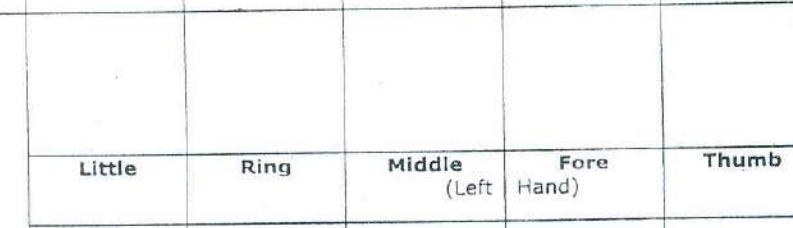
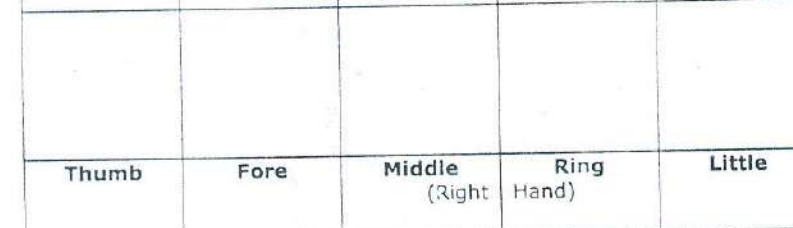
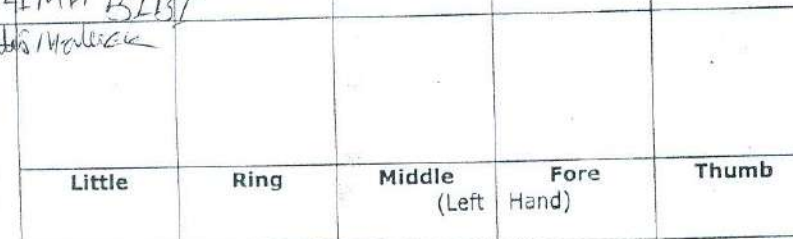
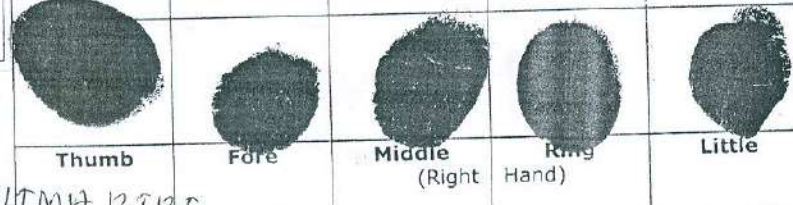
No. Signature of the executants / and/or Purchaser



S. J. Ramme



L.T.E OF HALIMA BIBI
by *S. J. Ramme*



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 202 to 217
being No 03312 for the year 2011.



Sudhakar Sahu
(Sudhakar Sahu) 21-March-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

12570/011

1-18649/11

58

भारतीय गैर न्यायिक

ARA-II

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 392734

28557/11
NW - A, 50



Certified that the Deed is admitted to Registration. The Stamp, Seal and the endorsement thereon are the part of the Document.

[Signature]

Deputy Registrar
District Office-11, Kolkata

02.11.11

Registrar of Assurances
Kolkata.

THIS DEED OF CONVEYANCE made this 1st day of November Two Thousand Eleven **BETWEEN (1) SABILA BIBI** wife of Yusuf Ali Molla and daughter of Late Babu Lal Tarafdar residing at Village Louhati, Police Station Rajarhat, District North 24 Parganas and

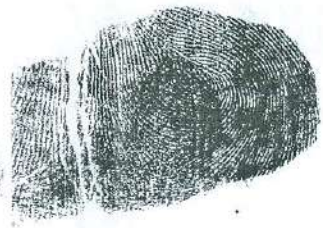
[Signature]

135/4
272
1/4/9

104724
SDP2

| | |
|-----------------------|-------------|
| NAME | SDP2 |
| ADD/ADV | 46 P B G St |
| RS | |
| 31 OCT 2013 | |
| SURANJAN KUMAR JEE | |
| Licenses Stamp Vendor | |
| G. C. Crm | |
| 283 K S | |

Sig hamme.



7899C

[Signature]

31 OCT 2013

For SIMPLE DEALMARK P. LTD.
SITARAM VINCOM P. LTD.
FLOWERS VINIMAY P. LTD.

Sig hamme.

SUNIL K. LOHARUA
Authorized Signatory



7901L

फ्लोअर्स विनिमय लिमिटेड
अ: ४६/२४/३५



7902L

फ्लोअर्स विनिमय लिमिटेड
अ: ४६/२४/३५

Identified by me
Anujit Sen.
10, Lali Baidya Nath Sen.
B, K.S. Roy Road.
A-700001.
Occupation: Service

[Signature]



(2) **SALEHA BIBI** wife of Late Abdul Alim and daughter of Late BabuLal Tarafdar residing at Village Galasia, Police Station Barasat, District North 24 Parganas, hereinafter referred to as "the **VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs, executors, administrators and legal representatives) of the **ONE PART AND (1) SIMPLE DEALMARK PRIVATE LIMITED (PAN No.AAOC9491E)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, (2) **SITARAM VINCOM PRIVATE LIMITED (PAN No.AAOC9494B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, and (3) **FLOWERS VINIMAY PRIVATE LIMITED (PAN No.AABCF6201G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, all represented by their **Authorised Signatory, Mr.Sunil Kumar Loharuka** son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, all hereinafter collectively referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. The Vendors herein have held out, represented before and assured the Purchaser, inter alia, as follows:
- i) That one Jamat Ali Mondal was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **2.4 Sataks** (out of total area of 4 sataks comprised in the concerned Dag) more or less situate and lying at and being the part and portion of **C.S. Dag No.732 AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **3.6 Sataks** (out of total area of 6 sataks comprised in the concerned Dag) more or less situate and lying at and being the part and portion of **C.S. Dag No.738**, both recorded in C.S.Khatian No.341 (Sabek

Jamindari Khatian No.333), in Mouza Atghara, absolutely and forever, by virtue of the inheritance from his father Chhamiruddin Mondal and mother Chayera Khatun Bibi and by virtue of purchase of the entire share of his sister Achiya or Achima Khatun;

- ii) That under and by virtue of a Saaf Kobala (in Bengali) dated 22nd September, 1967 and registered in the office of Additional District Sub Registrar-Cossipur, DumDum, North 24 Parganas and recorded in Book No.I Volume No.117 Pages 90 to 92 Being No.8121 for the year 1967, the said Jamat Ali Mondal for the consideration mentioned therein granted sold conveyed and transferred unto and to one Babu Lal Tarafdar, amongst other properties, **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **2.4 Sataks** (out of total area of 4 sataks comprised in the concerned Dag) more or less situate and lying at and being the part and portion of **C.S. Dag No.732, AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **3.6 Sataks** (out of total area of 6 sataks comprised in the concerned Dag) more or less situate and lying at and being the part and portion of **C.S. Dag No.738**, both recorded in C.S.Khatian No.341 (Sabek Jamindari Khatian No.333), in Mouza Atghara, absolutely and forever;
- iii) That the said C.S.Dag Nos.732 & 738, subsequently renumbered as R.S. and L.R Dag No.723 & 729 respectively and the name of the said Jamat Ali Mondal continues to be recorded as the owner / raiyat in the L.R.Records of Rights under **L.R.Khatian No.353** (Corresponding to C.S.Khatian No.341 Sabek Jamindari Khatian No.333), absolutely and forever;
- iv) That the said Babu Lal Tarafdar and his wife Bakuljan Bibi, both were Muslim governed by Mohammedan Law died intestate during the year 1994, leaving behind them surviving their three sons namely, (1) Samsuddin Tarafdar, (2) Motalab Tarafdar and (3) Johar Ali Tarafdar and three daughters namely (4) Sabila Bibi, (5) Halima Bibi & (6) Saleha Bibi as their only heirs heiresses and legal representatives, who all

upon their death inherited and became entitled to the 2.4 Sataks of land in Dag No.723 & 3.6 Sataks of land in Dag No.729, absolutely and forever;

- v) In the events aforesaid, **the Vendors herein** became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **0.53333 Sataks** (out of total area of 4 sataks) more or less situate and lying at and being the part and portion of R.S. & L.R.Dag No.723 **AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.8 Sataks** (out of total area of 6 sataks) more or less situate and lying at and being the part and portion of R.S. & L.R.Dag No.729, both recorded in **L.R.Khatian No.353** (in the name of Jamat Ali Mondal), in Mouza Atghara **and both aggregating to a total area of 1.33333 Sataks**, absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY**");
- vi) That the said Property is free from all encumbrances mortgages charges liens lispens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- vii) That the Vendors are in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendors have been using the same for their personal use and cultivation;
- viii) That the Vendors have duly made payment of the Khajana in respect of the said Property;
- ix) That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to

the said Property nor is there any case pending under such Acts or Statutes;

- x) That the Vendors never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xi) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
- xii) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xiii) That the said Property or any portion thereof is not affected by any attachment, including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xiv) That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchaser.
- xv) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time

heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.

- xvi) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispensens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

- B. The Vendors, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure **All That** the said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispensens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for

the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

C. The Purchaser has at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and have called upon the Vendors to grant this conveyance in favour of the Purchaser.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.4,50,000/=** (Rupees four lacs fifty thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** the said Property, morefully described in the **SCHEDULE** hereunder written **and** all ownership share portions rights title and interest therein of the Vendors and/or their predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances 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 **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity

of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell

convey transfer assign and assure all the properties benefits and rights 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;

- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or

interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

- (vii) **AND THAT** the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendors to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (viii) **AND THAT** the Vendors have requested and requisitioned the Purchaser to make payment of the part / entire consideration in cash and accordingly at such request of the Vendors, the Purchaser has made payment of the part / entire consideration in cash to the Vendors.
- (ix) **AND ALSO THAT** the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser

or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendors or any of them to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchaser being found to be untrue, incorrect, false or misleading.

III. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

i) **THAT** the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchaser and the Vendors and each of them shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;

ii) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be are under the Vendors' own direct cultivation and that there is no Bargadar or Bhag Chasi therein or in any part thereof;

iii) **AND THAT** the Vendors had first offered the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be to the contiguous owners of the said Property hereby conveyed and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the Purchaser herein for the sale and transfer of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser. The Vendors do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, lis or any other harmful action against the Purchaser by

any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

iv) **AND THAT** the Vendors shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

THE SCHEDULE ABOVE REFERRED TO:

(Said Property)

FIRSTLY ALL THAT the piece or parcel of land recorded as "Sali" containing an area of **0.53333 Sataks** (out of total area of 4 sataks comprised in the said Dag) more or less situate and lying at and being the part and portion of **R.S. & L.R. Dag No.723** (C.S.Dag No.732) **AND SECONDLY ALL THAT** the piece or parcel of land recorded as "Sali" containing an area of **0.8 Sataks** (out of total area of 6 sataks) more or less situate and lying at and being the part and portion of **R.S. & L.R.Dag No.729** (C.S.Dag No.738), both recorded in **L.R.Khatian No.353** (in the name of Jamat Ali Mondal) (corresponding to K.B.Khatian No.246 and C.S.Khatian No.341), **both aggregating to a total area of 1.33333 Sataks**, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the Vendors hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the withinnamed **VENDORS** at **Kolkata** in the presence of:

Raaidul Haque
১৯৬২ সাল ১১ মাস ১০ তারিখ
২১৯৯ কলকাতা

ইউজিএস কোম্পানি

১২/১১/১৯৬২
২: মোহাম্মদ

১৯৬২ সাল
২: মোহাম্মদ

SIGNED SEALED AND DELIVERED

by the withinnamed **PURCHASER** at **Kolkata** in the presence of:

Raaidul Haque

ইউজিএস কোম্পানি

For SIMPLE DEALMARK PVT. LTD.
SITARAM VINCOM INT. LTD.
FLOWERS VINIMAY PVT. LTD.
By the pen of:

Sunil Kumar
SUNIL KUMAR LOHARUA
Authorized Signatory

Read over and explained the contents of this document in Bengali.

Raaidul Haque

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs.4,50,000/=** (Rupees four lacs fifty thousand) only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION:

1.By Cash...

Rs.4,50,000/=Rs.4,50,000/=

(Rupees four lacs fifty thousand) only

WITNESS:

Ravindul Momen

ইউনিক্স.আফ
 লিডেশী
 শাহার সাজুসার্ট
 ওয়াট: ২৪৫৩৭৭৭

২৪৫৩৭৭৭
 ২: ২৪৫৩৭৭৭

২৪৫৩৭৭৭
 ২: ২৪৫৩৭৭৭

Drafted By:


Faruq Nazim

Advocate,

High Court, Calcutta

12570/2011

1 - 13649/11


Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 13649 of 2011
(Serial No. 12570 of 2011)

On

Payment of Fees:

On 01/11/2011

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

Presented for registration at 15.15 hrs on :01/11/2011, at the Private residence by Mr Sunil Kumar Loharuka ,Claimant.

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

Execution is admitted on 01/11/2011 by

1. Sabila Bibi, wife of Yusuf Ali Molla , Village:Lauhati, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : House wife
2. Saleha Bibi, wife of Late Abdul Alim , Village:Galasia, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : House wife
3. Mr Sunil Kumar Loharuka
Authorised Signatory, Simple Dealmark Pvt Ltd, 46, B B Ganguly Street, 2nd Floor, Room - 4, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Authorised Signatory, Sitaram Vincom Pvt Ltd, 46, B B Ganguly Street, 2nd Floor, Room - 4, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Authorised Signatory, Flowers Vinimay Pvt Ltd, 46, B B Ganguly Street, 2nd Floor, Room - 4, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .
, By Profession : Others

Identified By Surajit Sen, son of Late Baidya Nath Sen, 7 B, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

On 02/11/2011

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.

Payment of Fees:

Amount By Cash




(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

02/11/2011 15:25:00

EndorsementPage 1 of 2

10570/011

1 - 13649/11


Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 13649 of 2011
(Serial No. 12570 of 2011)

Rs. 5030/-, on 02/11/2011

(Under Article : A(1) = 4939/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/11/2011)

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.-450000/-

Certified that the required stamp duty of this document is Rs.- 27010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty


















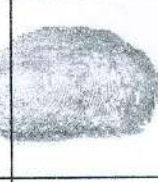





Deficit stamp duty Rs. 27000/- is paid 88736327/10/2011 State Bank of India, TEGHORIA RAGHUNATHPUR, received on 02/11/2011

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

FORM FOR TEN FINGERPRINTS

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 |  |  |  |  |  |  |
| | | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| 2 |  |  |  |  |  |  |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| 3 |  |  |  |  |  |  |
| | | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| |  |  |  |  |  | |
| | Thumb | Fore | Middle (Right Hand) | Ring | Little | |

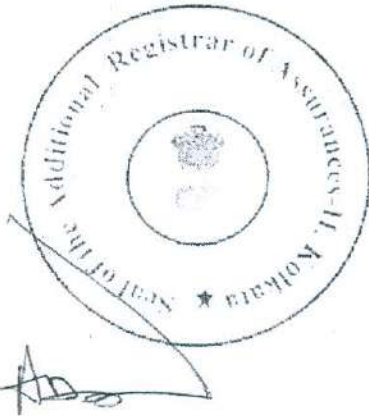
2121212121212
: 12345678910

300021202
3: 12345678910

Syhamis

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 53
Page from 4471 to 4489
being No 13649 for the year 2011.



(Abani KumarDey) 05-November-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal