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9/3  
REGISTRAR OF ASSISTANT  
Kolkata, 09.03.11

THIS DEED OF CONVEYANCE made this 9th day of March Two Thousand Eleven  
BETWEEN NARUL MONDAL (alias Mandal NarulHaque) son of Late Moksed Mondal (alias Mader)  
residing at son of Late Moksed Mondal residing at Atghara, Majherpara, P.O.R-Gopalpur,  
P.S.Baguihati, Kolkata 7000136, North 24 Parganas, hereinafter referred to as "the VENDOR"

*Handwritten notes and signatures at the bottom of the page.*

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Sughamne

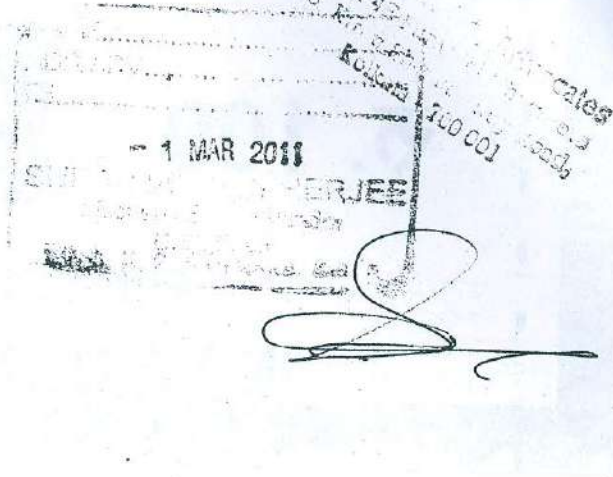


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FLOWERS VINIMAY PVT. LTD.

Sughamne

Authorized Signatory



SIMPLE DEALMARK PVT. LTD.

Sughamne

Authorized Signatory

B:TARAM VINCOM PVT. LTD.

Sughamne

Authorized Signatory



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Abdul Aziz Tarafdar



2107

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Identifi @ by Me

man's name

Sl. Lab. Nathani name

7B, K.S. Roy Road

Kolkata - 700001

Occupation - Service

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which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives successors executors and administrators) of the **ONE PART** (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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 Purchasers, inter alia, as follows:
- a-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 **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **04 Sataks** (being 1/3<sup>rd</sup> share out of total area of 12 Sataks comprised in the concerned Dag) in R.S. & L.R. Dag No.550 **AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **3.33 Sataks** (being 1/3<sup>rd</sup> share out of total area of 10 Sataks comprised in the concerned Dag) in R.S. & L.R. Dag No.709, recorded in **L.R.Khatian No.531** (corresponding to R.S.Khatian No.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;
  - a-ii) That under and by virtue of another Saaf Kobala (in Bengali) dated 5<sup>th</sup> 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 (out of Ombar's total share of 4.00 Sataks) in the said **Dag No.550**, recorded under L.R.Khatian No.11, absolutely and forever;
  - a-iii) In the events aforesaid, by virtue of the above 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 THAT the 5 Satak** of land (out of total area of 12 Sataks comprised in the said Dag) in the said **Dag No.550**, recorded under L.R.Khatian Nos.531 and 11, absolutely and forever;
  - a-iv) That under and by virtue of a Hebanama/Deed of Gift (in Bengali) dated 16<sup>th</sup> 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 **Babuial 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 THAT** his entire share in the said Dag No.550 recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lal Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar), in Mouza Atghara, absolutely and forever;

- a-v) That under and by virtue of another Saaf Kobala (In Bengali) dated 22<sup>nd</sup> 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 (C.S.Dag No.718) and also exchanged (C.S.Dag No.539) from one Jamat Ali Mondal, amongst other properties, **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **6 Sataks** (out of total area of 10 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.718**, recorded in C.S.Khatian No.341 (Sabek Jamindar Khatian No.333), **SECONDLY ALL THAT** the piece or parcel of land containing an area of **1 Satak** more or less situate and lying at and being the entirety of **C.S. Dag No.539** (in exchange of an area of 1 Satak comprised in C.S.Dag No.489), recorded in C.S.Khatian No.67, in Mouza Atghara, absolutely and forever;
- a-vi) That the said Jamat Ali Mondal became owner of the said **6 Sataks** in the said C.S.Dag No.718, 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;
- a-vii) That the said C.S.Dag Nos.718 and 539, subsequently renumbered as **R.S. and L.R Dag Nos.708 and 525** respectively and the names of the said Jamat Ali Mondal, mother Chayera Khatun Bibi and sister Achiya or Achima Khatun continues to be recorded as the owners / raiyats in the L.R.Records of Rights under L.R.Khatian Nos.353, 346 and 33 & 36 respectively (Corresponding to C.S.Khatian Nos.341 & 67), absolutely and forever;
- a-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 said **10.33 Sataks** in R.S. & L.R. Dag Nos.709, 708 & 525 recorded in **L.R.Khatian Nos.531, 353, 346 and 33 & 36**, absolutely and forever;
- a-ix) In the events aforesaid, **Halima Bibi** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **0.71428 Sataks** in R.S. & L.R. Dag No.550, **SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.37 Sataks** in R.S. & L.R. Dag No.709, **THIRDLY ALL THAT** the piece or parcel of land containing an area of **0.6666 Sataks** in R.S. & L.R. Dag No.708 **AND FOURTHLY ALL THAT** the piece or parcel of land containing an area of **0.1111 Sataks** in R.S. & L.R. Dag No.525, in Mouza

Atghara, absolutely and forever and hereinafter for the sake of brevity referred to as "the **HALIMA BIBI'S PROPERTY**";

- b-i) In the events aforesaid, the other 2 daughters of Babu Lal Tarafdar and Bakuljan Bibi namely the said **Sabila Bibi & Saleha Bibi** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **1.42857 Sataks** in R.S. & L.R. Dag No.550, recorded in L.R.Khatian Nos.531 & 11 **AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.74 Sataks** in R.S. & L.R. Dag No.709, L.R.Khatian Nos.531, in Mouza Atghara, absolutely and forever;
- b-ii) That under and by virtue of a Deed of Conveyance dated 3<sup>rd</sup> october, 2008 and registered in the office of District Sub Registrar-II, Barasat, North 24 Parganas and recorded in Book No.I Being No.4677 for the year 2009, the said Sabila Bibi & Saleha Bibi (though Halima Bibi was also Party, but she did not execute the said Deed) for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Surya Kiran Vanijya Private Limited (being the Second Vendor herein), amongst other properties, **ALL THAT** their entire share in the said **Dag No.709**, recorded under L.R.Khatian No.531, absolutely and forever;
- b-iii) That under and by virtue of another Deed of Conveyance dated 3<sup>rd</sup> october, 2008 and registered in the office of District Sub Registrar-II, Barasat, North 24 Parganas and recorded in Book No.I CD Volume No.5 Pages 96 to 107 Being No.4678 for the year 2009, the said Sabila Bibi & Saleha Bibi (though Halima Bibi was also Party, but she did not execute the said Deed) for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Surya Kiran Vanijya Private Limited (being the Second Vendor herein), **ALL THAT** their entire share in the said **Dag No.550**, recorded under L.R.Khatian Nos.531 & 11, absolutely and forever;
- b-iv) In the events aforesaid, **Surya Kiran Vanijya Private Limited** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **1.42857 Sataks** in R.S. & L.R. Dag No.550, **SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.74 Sataks** in R.S. & L.R. Dag No.709, in Mouza Atghara, absolutely and forever and hereinafter for the sake of brevity referred to as "the **SURYA KIRAN'S PROPERTY**";
- c-i) That one Rahamat Ali Mondal by virtue of the inheritance from his father Chhamiruddin Mondal and mother Chayera Khatun Bibi was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **Firstly All That** the piece or parcel of land containing an area of **4 Sataks** (out of total area of 10 sataks comprised in the concerned Dag) more or less situate and lying at and being the divided and demarcated part and portion of **L.R. Dag No.708**, **Secondly All That** the piece or parcel of land containing an area of **0.4062 Satak** more or less situate and lying at and being the divided and demarcated part and portion of **L.R. Dag No.525**, both recorded in L.R.Khatian Nos.806 & 346, in Mouza Atghara, absolutely and forever;
- c-ii) That under and by virtue of a Hebanama/Deed of Gift (in Bengali) dated 18<sup>th</sup> December, 2000 and registered in the office of Additional Registrar of Assurances-II,

Kolkata and recorded in Book No.I Volume No.3 Pages 1 to 13 Being No.5982 for the year 2002 the said **Rahamat Ali Mondal** out of natural love and affection gifted to his Sunnat Ali Mondal, amongst other properties, **ALL THAT** the said 4 Sataks (being his entire share in the said Dag No.708) recorded in **L.R.Khatian Nos.806** (recorded in the name of Rahamat Ali Mondal) & **346** (recorded in the name of Chayera Khatun Bibi), in Mouza Atghara, absolutely and forever;

- c-iii) That under and by virtue of a Deed of Conveyance dated 1<sup>st</sup> September, 2005 and registered in the office of Additional Registrar of Assurances-II, Kolkata and recorded in Book No.I Volume No.1 Pages 1 to 19 Being No.8347 for the year 2006, (i) the said **Rahamat Ali Mondal** for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Hector Distributors Private Limited (being the Third Vendor herein), amongst other properties, **ALL THAT** the piece or parcel of land containing an area of **0.4062 Sataks** (being his share in the said Dag) more or less situate and lying at and being the divided and demarcated part and portion of **L.R. Dag No.525**, recorded in L.R.Khatian No.806, and (ii) the said **Sunnat Ali Mondal** for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Hector Distributors Private Limited (being the Third Vendor herein), amongst other properties, **ALL THAT** the piece or parcel of land containing an area of **3.5 Sataks** (being his part share in the said Dag) more or less situate and lying at and being the divided and demarcated part and portion of **L.R. Dag No.708**, recorded in L.R.Khatian No.806 & 346, in Mouza Atghara, absolutely and forever;
- c-iv) In the events aforesaid, **Hector Distributors Private Limited** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **3.5 Sataks** in R.S. & L.R. Dag No.708 **AND SECONDLY ALL THAT** the piece or parcel of land containing an area of **0.4062 Sataks** in R.S. & L.R. Dag No.525, in Mouza Atghara, absolutely and forever and hereinafter for the sake of brevity referred to as "the **HECTOR DISTRIBUTORS'S PROPERTY**";
- v) The Vendor herein was the Bargadar in the said Dag Nos.550, 709, 708 & 525;
- vi) That by an Indenture of Conveyance dated 5th January 2011 and registered with the Registrar of ARA-II, Kolkata in Book No. I, Volume No. - Pages - to - Being No. 3307 for the year 2011, the said Halima Bibi, Surya Kiran Vanijya Private Limited, Hector Distributors Private Limited for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Narul Mondal (being the Vendor herein) **Firstly All That** the piece or parcel of land recorded as "Sali" containing an area of **2.14285 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.550**, **Secondly All That** the piece or parcel of land recorded as "Sali" containing an area of **1.11 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.709**, **Thirdly All That** the piece or parcel of land recorded as "Sali" containing an area of **4.1666 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.708**, **AND Fourthly All That** the piece or parcel of land recorded as "Sali" containing an area of **0.5173 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.525**, in Mouza Atghara, **all aggregating to a total**

**area of 7.93675 Sataks** (being the said Halima Bibi's Property, Surya Kiran's Property and Hector Distributors's Property), absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY**");

- x) Consequent to such sale, the rights of the Vendor herein as Bargadar in respect of the said Property stood merged and/or extinguished forever in the ownership / raiyati thereof and the Vendor herein became the sole and absolute owner / raiyat of the said Property.
- xi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- xii) 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;
- xiii) That the Vendor never held nor hold 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;
- xiv) 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 HIDCO or the Government or any other Public Body or Authority;
- xv) 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;
- xvi) 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;
- xvii) 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 unto and in favour of the Purchaser;
- xviii) 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 are 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;

xix) 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 lispendens 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 judgment 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 the **ALL THAT** 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 lispendens 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 has called upon the Vendor to grant this conveyance in favour of the Purchaser.

**I. NOW THIS INDENTURE WITNESSETH** as follows: That in pursuance of the said agreement and in consideration of the sum of **Rs.24,00,850/=** (Rupees twenty-four lacs eight hundred fifty) only of the lawful money of the Union of India in hand and well and truly by the Purchasers 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 forever release discharge and acquit the Purchasers and the said Property) the Vendor doth hereby indefeasibly unconditionally and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property, fully described in the **SCHEDULE** hereunder written, **and** all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title in the aforesaid Dags 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



erties 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 lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS** 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 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 Purchasers 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 lispendens 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 Purchasers 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 lispensens 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 Purchasers 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 Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.
- (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 Purchasers produce or cause to be produced to the Purchasers or its agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendor to the Purchasers, 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 Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (viii) **AND THAT** the Vendor has requested and requisitioned the Purchasers to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchasers have made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.
- (ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers's successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Property or any of them or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchasers being found to be untrue, incorrect, false or misleading.

**.I. AND THE VENDOR DOETH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS**  
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 said Property 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 Purchasers and the Vendor shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;
- ii) **AND THAT** the said Property are under the Vendor's own direct possession / cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;
- iii) **AND THAT** the Vendor had first offered the said Property to the respective owners of properties contiguous and/or adjacent to the said Property and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, lis or any other harmful action against the Purchasers by any person claiming any right on the said Property.
- iv) **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 Purchasers herein from time to time for having the name of the Purchasers 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 **2.14285 Sataks** situate and lying at and being the divided and demarcated part and portion of **In R.S. & L.R. Dag No.550**, recorded in **L.R.Khatian Nos. Nos.1773** (in name of Halima Bibi), **531** (in name of Babu Lal Tarafdar) & **11** (in name of Ombar Ali Tarafdar) **AND SECONDLY ALL THAT** the piece or parcel of land recorded as "Sali" containing an area of **1.11 Sataks** situate and lying at and being the divided and demarcated part and portion of **In R.S. & L.R. Dag No.709**, recorded in **L.R.Khatian No.531** (corresponding to R.S.Khatian No.368), **THIRDLY ALL THAT** the piece or parcel of land recorded as "Sali" containing an area of **4.1666 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.708**, recorded in **L.R.Khatian Nos.1845** (in name of Hector Distributors Pvt.Ltd.), **353** (in name of Jamat Ali Mondal), **806** (in name of Rahamat Ali Mondal), **346** (in name of Chayera Khatun Bibi) & **33** (in name of Achiya or Achima Khatun) (Corresponding to C.S.Khatian Nos.341 & Jamindar Khatian No.333), **AND FOURTHLY ALL THAT** the piece or parcel of land recorded as "Sali" containing an area of **0.5173 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.525**, recorded in **L.R.Khatian Nos.1845** (in name of Hector Distributors Pvt.Ltd.), **353** (in name of Jamat Ali Mondal), **806** (in name of Rahamat Ali Mondal), **346** (in name of Chayera Khatun Bibi) & **36** (in name of Achiya or Achima Khatun) (Corresponding to C.S.Khatian No.67), in Mouza Atghara, absolutely and forever, **all aggregating to a total area of 7.93675 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.

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 parties 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 abovenamed VENDOR at Kolkata in the presence of:

*[Handwritten signature]*

- 1) Manoj Malah.
- 2) Surajit Sen.

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

*[Handwritten signature]*

SIGNED SEALED AND DELIVERED by the abovenamed PURCHASERS at Kolkata in the presence of:

SIMPLE DEALMARK PVT. LTD.

*[Handwritten signature]*  
Authorised Signatory

- 1) Manoj Malah.
- 7B, K.S. Roy Road
- Kolkata - 700001

PARAM VINCOM PVT. LTD.

*[Handwritten signature]*  
Authorised Signatory

- 2) Surajit Sen.
- 7B, K.S. Roy Road.
- Kolkata - 700001.

FLOWERS VINIMAY PVT. LTD.

*[Handwritten signature]*  
Authorised Signatory

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchasers the withinmentioned sum of **Rs.24,00,850/=** (Rupees twenty-four lacs eight hundred fifty) being the consideration in full payable under these presents as per memo written hereinbelow:

**MEMO OF CONSIDERATION:**

1. By Cash...

Rs.24,00,850/=Rs.24,00,850/=

(Rupees twenty-four lacs eight hundred fifty) only

ATKON 31 3 17  
9.

**WITNESSES:**

- 1) Mansi Malah.
- 2) Subrajit Sen.

**Drafted By:**

*Shreya Subhna*  
Advocate, High Court, Calcutta

**File Name:** NarulMondal-to-Company\_Halima+SKiran+Hector-Share-Con



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

Endorsement For Deed Number : I - 03316 of 2011  
(Serial No. 02939 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. Narul Mondal Alias Mandal Rarul Haque, son of Late Moksed Mondal , Atghara, Majher Para, Kol, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-R- Gopalpur Pin :-700136 , 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 M Mahato, son of Late N Mahato, 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.-2400850/-

Certified that the required stamp duty of this document is Rs.- 144061 /- and the Stamp duty paid as: Impressive 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 - 03316 of 2011**  
**(Serial No. 02939 of 2011)**

**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. 26491/-, on 11/03/2011

( Under Article : A(1) = 26400/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/03/2011 )

**Deficit stamp duty**

Deficit stamp duty Rs. 144051/- is paid 36660609/03/2011 State 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

Signature of the executants



*Handwritten signature and notes in the top-left cell.*



*Handwritten signature 'Sufhamia' in the middle-left cell.*




J. Signature of the executants / and/or Purchaser

	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 14  
Page from 315 to 331  
being No 03316 for the year 2011.



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

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1-13650/11



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 392735

28528/11  
 NW - A, 50  
 1/11/11



Certified that the Document is admitted to Registration. The Signature Sheet and the counter-ent signed thereon to this document are the part of this Document.

*AD*  
 Registrar of Assurances-II, Kolkata  
 02.11.11

~~Stamp: PROPERTY of Assurances~~

THIS DEED OF CONVEYANCE made this 1<sup>st</sup> day of November Two Thousand Eleven BETWEEN NRUL MONDAL son of Late Moksed F.N. Mondal

72/14

100  
 334

1/10/14

104713  
SAPL

Enghanno:



7899L

NAME	.....
ADD/ADV	.....
RS	.....
31 OCT 2011	
SURANJAN KUMAR JEE	
Licensed Stamp Vendor	
C. C. Court	
283, K. S. Roy Road	

BBB8  
12

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

31 OCT 2011

Enghanno:

Sunil K. Lohar  
Authorized Signatory



7900L

STALOT 31 OCT 2011



Identified by me  
Resil Sen.  
Late Pradya Nath Sen.  
K. S. Roy Road.  
700001.  
Occupation: Service

ASD



residing at at Atghara, Majherpara, P.O.Gopalpur, P.S.Baguihati, Kolkata  
 FN 7000136, North 24 Parganas, hereinafter referred to as "the **VENDOR**"  
 (which expression unless excluded by or repugnant to the subject or  
 context shall be deemed to mean and include his 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, 2<sup>nd</sup> 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, 2<sup>nd</sup>  
 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, 2<sup>nd</sup> 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  
 Purchasers, 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 **6 Sataks** (out of total area  
 of 10 sataks comprised in the concerned Dag) more or less  
 situate and lying at and being the part and portion of **C.S.**  
**Dag No.718**, recorded in C.S.Khatian No.341 (Sabek  
 Jamindar Khatian No.333), **SECONDLY ALL THAT** the piece  
 or parcel of land containing an area of **1 Satak** more or less

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 another Saaf Kobala (in Bengali) dated 22<sup>nd</sup> 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, one Babu Lal Tarafdar for the consideration mentioned therein purchased (C.S.Dag No.718) and also exchanged (C.S.Dag No.539) from the said Jamat Ali Mondal, amongst other properties, **FIRSTLY ALL THAT** the piece or parcel of land containing an area of **6 Sataks** (out of total area of 10 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.718**, recorded in C.S.Khatian No.341 (Sabek Jamindar Khatian No.333), **SECONDLY ALL THAT** the piece or parcel of land containing an area of **1 Satak** more or less situate and lying at and being the entirety of **C.S. Dag No.539** (in exchange of an area of 1 Satak comprised in C.S.Dag No.489), recorded in C.S.Khatian No.67, in Mouza Atghara, absolutely and forever;
- iii) That the said C.S.Dag Nos.718 and 539, subsequently renumbered as **R.S. and L.R Dag Nos.708 and 525** respectively and the names of the said Jamat Ali Mondal, mother Chayera Khatun Bibi and sister Achiya or Achima Khatun continues to be recorded as the owners / raiyats in the L.R.Records of Rights under L.R.Khatian Nos.353, 346 and 33 & 36 respectively (Corresponding to C.S.Khatian Nos.341 & 67), 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 said **7 Sataks** in R.S. & L.R. Dag Nos.708 & 525 recorded in **L.R.Khatian Nos.353, 346 and 33 & 36**, absolutely and forever;

- v) In the events aforesaid, Samsuddin Tarafdar, Johar Ali Tarafdar, Motalab Tarafdar, Sabila Bibi, Halima Bibi & Saleha Bibi (all being heirs of Late Babu Lal Tarafdar), Abdul Aziz Tarafdar, Allauddin Tarafdar, Hazara Bibi and Rasida Bibi (all being heirs of Samsuddin Tarafdar and grandchildren of BabuLal Tarafdar) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, to **Firstly All That** the piece or parcel of land containing an area of **6 Sataks** in R.S. & L.R. Dag No.708 **And Secondly All That** the piece or parcel of land containing an area of **1 Satak** in R.S. & L.R. Dag No.525, in Mouza Atghara, absolutely and forever;
- vi) The Vendor herein was the Bargadar in the said Dag Nos.708 & 525;
- vii) That by an Indenture of Conveyance dated 1<sup>st</sup> October 2011 and registered in the office of Additional Registrar of Assurances-II, Kolkata in Book No.1 Being No. 13607 for the year 2011, the said Sabila Bibi & Saleha Bibi for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Narul Mondal (being the Vendor herein) **Firstly All That** the piece or parcel of land containing an area of **1.3333 Sataks** (being their entire share in the said Dag) in R.S. & L.R. Dag No.708 **And Secondly All That** the piece or parcel of land containing an area of **0.2222 Sataks** (being their entire share in the said Dag) in R.S. & L.R. Dag No.525, in Mouza Atghara, **both aggregating to a total area of 1.5555 Sataks**, absolutely and forever, each having 1/2 equal share therein morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY**");

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- viii) Consequent to such sale, the rights of the Vendor herein as Bargadar in respect of the said Property stood merged and/or extinguished forever in the ownership / raiyati thereof and the Vendor herein became the sole and absolute owner / raiyat of the said Property.
- ix) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- x) 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;
- xi) That the Vendor never held nor hold 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;
- xii) 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 HIDCO or the Government or any other Public Body or Authority;
- xiii) 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;



- xiv) 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;
- xv) 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 unto and in favour of the Purchaser;
- xvi) 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 are 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;
- xvii) 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 judgment 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 the **ALL THAT** 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 lispendens 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 has called upon the Vendor to grant this conveyance in favour of the Purchaser.

**I. NOW THIS INDENTURE WITNESSETH** as follows:

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 Purchasers 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 forever release discharge and acquit the Purchasers and the said Property) the Vendor doth hereby indefeasibly unconditionally and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property, fully described in the **SCHEDULE** hereunder written, **and** all ownership share portions rights title and interest therein of the Vendor and/or his

predecessors in title in the aforesaid Dags 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 lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS** 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 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 Purchasers 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 lispendens 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 Purchasers 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 lispendens 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 Purchasers 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 Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

(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 Purchasers produce or cause to be produced to the Purchasers or its agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendor to the Purchasers, 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

Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.

(viii) **AND THAT** the Vendor has requested and requisitioned the Purchasers to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchasers have made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.

(ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers's successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Property or any of them or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchasers being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS** 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 said Property 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 Purchasers and the Vendor shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;

ii) **AND THAT** the said Property are under the Vendor's own direct possession / cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;

iii) **AND THAT** the Vendor had first offered the said Property to the respective owners of properties contiguous and/or adjacent to the said Property and that upon their refusal to purchase the same, the Vendor

herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, loss or any other harmful action against the Purchasers by any person claiming any right on the said Property.

iv) **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 Purchasers herein from time to time for having the name of the Purchasers 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 **1.3333 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.708**, recorded in **L.R.Khatian Nos.353** (in name of Jamat Ali Mondal), **346** (in name of Chayera Khatun Bibi) and **33** (in name of Achiya or Achima Khatun) (Corresponding to C.S.Khatian Nos.341 & Jamindar Khatian No.333), **AND SECONDLY ALL THAT** the piece or parcel of land recorded as "Sali" containing an area of **0.2222 Sataks** situate and lying at and being the divided and demarcated part and portion of **R.S. & L.R. Dag No.525**, recorded in **L.R.Khatian Nos.353, 346** and **36** (in name of Achiya or Achima Khatun) (Corresponding to C.S.Khatian No.67), in Mouza Atghara, absolutely and forever, **both aggregating to a total area of 1.5555 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.

**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 parties 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 abovenamed **VENDOR** at **Kolkata** in the presence of:

স্বাক্ষরিত  
কর্তৃক

Raidul Hoque  
আইডুল হক  
সহকারী ম্যানেজার  
ইউজিএল কোর্পোরেশন

**SIGNED SEALED AND DELIVERED**

by the abovenamed **PURCHASERS** at **Kolkata** in the presence of:

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

Raidul Hoque

Sunil Kumar  
SUNIL K. LOHARUKA  
Authorized Signatory

Read over by  
the signatory  
document to

Raidul Hoque



**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchasers 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

**WITNESSES:**

Rosidul Hoque  
 ইডেনবুজ কোম্পানী  
 লিমিটেড  
 ২৭নং সফল ২৭তল  
 জেলা ডি = ২২ শ্রম সন

**Drafted By:**

স্বাক্ষরিত

Fazlur Nazim,

Advocate,

High Court, Calcutta



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

Endorsement For Deed Number : I - 13650 of 2011  
(Serial No. 12568 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 11.51 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. Nurul Mondal, son of Late Moksed Mondal , Atghara, Majherpara, Kol, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Gopalpur Pin :-700136 , By Caste Muslim, By Profession : Others
2. 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 Surajjit 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

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

( Abani KumarDey )  
ADDL. REGISTRAR OF ASSURANCES-II

02/11/2011 15:25:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 13650 of 2011  
(Serial No. 12568 of 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 88736427/10/2011 State Bank of India, TEGHORIA RAGHUNATHPUR, received on 02/11/2011

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

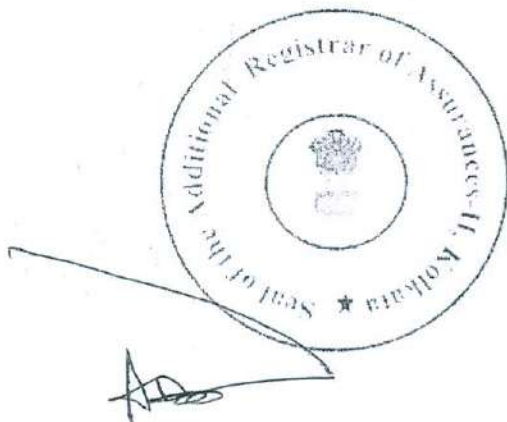
( Abani Kumar Dey )  
ADDL. REGISTRAR OF ASSURANCES-II  
Endorsement Page 2 of 2

# FORM FOR TEN FINGERPRINTS

<b>1</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Handwritten signature</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
<b>2</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Handwritten signature</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
<b>3</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 53  
Page from 4490 to 4508  
being No 13650 for the year 2011.



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