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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 884177

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NOTED that the document is submitted in
 duplicate. The signature sheet/cover
 of the endorsement sheet/cover attached
 with this document is the part of the
 document.

VS/130

Additional District Sub-Registrar
 Mahal, New Town, South of Park Road
 02 MAY 2013

THIS INDENTURE made this the 26th day of April, 2013
 BETWEEN (MR.) VINOD KUMAR JAISWAL, son of Late Tribeni Prasad
 Jaiswal, by Caste- Hindu, by Occupation- Business, by Nationality-

124188

No.	Date
Sold to	* Advocate
Address	High Court, Kolkata
27 FEB 2013	
17 FEB 2013	
L.A. BANERJEE	
L.S. VENDOR (O.S.)	
HIGH COURT, KOLKATA-700001	



Vinod Kumar Jaiswal

2938

Vinod Kumar Jaiswal



Additional District Superintendent
New Town, North 24 Parganas

26 APR 2013

Rahul Jaiswal
 RAHUL JAISWAL
 S/O - VINOD KR. JAISWAL
 APCHARA - KOL - 136

Indian, residing at Atghara, P.O. Rajarhat Gopalpur, P.S. Rajarat, District North 24 Parganas, Pin 700 136, State- West Bengal, hereinafter referred to and called as the "**VENDOR**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART AND BAVISCON VANIJYA PRIVATE LIMITED**, (PAN AADCB 8955 D) the Company, having its registered office at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, Kolkata 700 059, represented by its Authorised Signatory (**Mr. Sunil Kumar Loharuka**, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, Kolkata 700 059, hereinafter referred to and called as the "**PURCHASER**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns] of the **OTHER PART**;

WHEREAS by a Hebanama (Gift Deed) in bengali vernacular dated 01.09.1973, registered with the Sub-Registrar, Barasat, recorded in Book No. I, Volume No. 96, Pages 136 to 148, Being No. 07579 for the year 1973, one (1) **Kaucher Ali Tarafdar**, (2) **Jaker Ali Tarafdar**, (3) **Chaifulla Tarafdar**, and (4) **Yad Ali Tarafdar**, became the sole and absolute owner of **All That** the piece or parcel of land containing and area of **12 (Twelve) Decimal**, more or less, situate lying at and comprised in **R.S./L.R. Dag No. 556**, recorded in C.S. Khatian No. 118, corresponding to R.S. Khatian No. 530, in Mouza Atghara, P.S. Rajarhat, District North 24 Parganas, absolutely and forever, and thereafter mutated the same in ROR vide L.R. Khatian No. 263 (Kaucher Ali Tarafdar), 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar);

AND WHEREAS by an another Hebanama (Gift Deed) in bengali vernacular dated 07.01.1988, registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, Volume No. 3, Pages 135 to 142, Being No. 0116 for the year 1988, the said (1) **Jaker Ali Tarafdar**, and (2) **Chaifulla Tarafdar**, alongwith other properties, out of their love and affection, gifted and transferred **All That** the piece or parcel of land containing and area of **6 (Six) Decimal** (out of total area of 12 decimal comprised in the concerned Dag), more or less,

situate lying at Mouza Atghara, J.L. No.10 and comprised in and being the undivided part and portion of **R.S./L.R. Dag No. 556**, recorded in R.S. Khatian No. 530, corresponding to L.R. Khatian No. 375 (Jaker Ali Tarafdar) and 344 (Chaifulla Tarafdar), P.S. Rajarhat, District North 24 Parganas, unto and in favour of one of their brother **Yad Ali Tarafdar**, free from all encumbrances, absolutely and forever;

AND WHEREAS by an Indenture of Conveyance dated 26.09.2005, registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, Volume No. 287, Pages 266 to 277, Being No. 04773 for the year 2006, the said **Yad Ali Tarafdar**, sold and transferred **All That** the piece or parcel of land containing and area of **9 (Nine) Decimal** (out of total area of 12 decimal comprised in the concerned Dag), more or less, situate and lying at Mouza Atghara, J.L. No. 10 and comprised in and being the undivided part and portion of **R.S./L.R. Dag No. 556**, recorded in L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), P.S. Rajarhat, District North 24 Parganas, unto and in favour of **VINOD KUMAR JAISWAL**, for the consideration therein mentioned, free from all encumbrances, against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid property, absolutely and forever to the said **VINOD KUMAR JAISWAL**;

AND WHEREAS thus, **VINOD KUMAR JAISWAL**, the Vendor herein, out of the aforesaid land, is interested to sale and transfer **All That** the piece or parcel of land containing and area of 4.2923 (Four point Two Nine Two Three) Decimal, equivalent to 2.59685 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10 and comprised in R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), P.S. Rajarhat, District North 24 Parganas, more fully described in the Schedule hereunder written, hereinafter called as "the **SAID PROPERTY**";

AND WHEREAS the Vendor due to paucity of funds and inability to administer and maintain the Said Property, described in the Schedule written hereto, agreed to sell the Said Property, unto and in favour of **BAVISCON VANIJYA PRIVATE LIMITED**, the Purchaser herein, and the Purchaser has agreed to purchase the SAID PROPERTY at and for a Total Consideration of Rs.33,76,000/- [Rupees Thirty Three Lac And Seventy Six

Thousand] only, which according to the parties herein is fair and reasonable market value of the demised plot of land.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of agreements and in consolidated consideration of sum of Rs.33,76,000/- [Rupees Thirty Three Lac And Seventy Six Thousand] only, duly paid by the Purchaser to the Vendor, at or before the execution of this instruments (the receipt whereof the Vendor doth hereby as well as by the receipt and memo hereunder written admit and acknowledge and of and from the payment of the same or every part thereof forever acquit release and discharge the Purchaser as also every portion of the demised plot of land free from the same) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser **ALL THAT** the piece or parcel of land containing and area of 4.2923 (Four point Two Nine Two Three) Decimal, equivalent to 2.59685 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10 and comprised in R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), within the limit of Rajarhat Gopalpur Municipality, P.S. Rajarhat presently Baguiati, District North 24 Parganas **TOGETHER WITH** all the rights and benefits appurtenant thereto or enjoyed therewith, without any obstruction to others, more fully and particularly described in the Schedule hereunder written and which is hereinbefore as well as hereinafter referred to as "the **Said Property**" **OR HOWSOEVER OTHERWISE** the Said Property and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished **TOGETHER WITH** all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the said property or any and every part thereof belonging to or in any way, appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto **AND** the reversion or reversions remainder or reminders and all rents issues and profits thereof and all and every part thereof, hereby granted sold and conveyed transferred assigned and assured or expressed or intended so to be **AND** all the estate, rights, liberties, title, interest, inheritance, use, possession, property, claim, demand and other legal incidents thereof whatsoever, of the

Vendor unto and upon the said property and every part thereof and all other evidence of title whatsoever in any way relating to or concerning the Said Property which now are or hereafter shall or may be in possession, power of control of the Vendor or any other person or persons from the Vendor and procure the same without any action or suit either in law or in equity **TO HAVE AND TO HOLD** the said property, hereby granted transferred, sold, conveyed and assigned or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:-

- (I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendor is fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and
- (II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents; and
- (III) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the said property hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for its absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand

[6]

whatsoever from or by the Vendor or any person or persons whatsoever; and

- (IV) THAT free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, lispendences and attachments whatsoever; and
- (V) THAT further the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the said property or any and every part thereof from, under or in trust for the Vendor and/or their and each of their respective predecessor-in-title or any of them shall and will from time to time and all times hereafter at the requests and costs of the Purchaser do and execute or cause to be executed or done all such acts, assurances and things whatsoever for further better and more perfectly assuring the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as may be reasonably required; and
- (VI) THAT the said property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and
- (VII) THAT no notice issued under the Public demands recovery Act, has been served on the Vendor nor any such notice has been published; and
- (VIII) THAT the Vendor have not yet received any notice of requisition or acquisition of the property described in the schedule below and the said property has not been affected by any scheme of road alignment or for any other purposes; and

- (IX) THAT the Purchaser and all person claiming through or under the Purchaser have undisputed and all manner of rights through or over the said property and all other rights of easements at law and in equity; and

- (X) THAT the Vendor shall and will, at all times hereafter be bound to indemnify the Purchaser against any loss or damage may be suffered by the Purchaser by reason of any defect in title or possession of the Vendor or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispendense or any suit relating to the property any attachment either before or after decree by any occur or other legal authority affecting adversely the property hereditaments and premises hereby granted, transferred and conveyed to the Purchaser; and

- (XI) THAT simultaneously with the execution of this deed of conveyance, the Vendor have delivered peaceful vacant possession of the said property, described in the schedule below, unto the Purchaser for the absolute use and benefits of the Purchaser as full and absolute owner thereof and all rights, title, interest over the said property hereby vests unto the Purchaser by virtue of this deed of conveyance absolutely and forever;

- (XII) THAT the Vendor doth hereby declare that the said property is free from all sorts of encumbrances whatsoever and they have good and marketable right title and interest over the said property, as described in the schedule hereto below; and

- (XIII) THAT the Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchaser' name in the records of rights as well as in the records of local authority;

- (XIV) THAT simultaneously with the execution of this deed, the Vendor has handed over all documents of title relating to this property unto the Purchaser as per schedule below.

SCHEDULE OF THE PROPERTY

ALL THAT the piece or parcel of land containing and area of 4.2923 (Four point Two Nine Two Three) Decimal, equivalent to 2.59685 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10, Tarafdarpara, comprised in R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), within the limit of Rajarhat Gopalpur Municipality, P.S. Rajarhat presently Baguiati, District North 24 Parganas **TOGETHER WITH** all the rights and benefits appurtenant thereto or enjoyed therewith, without any obstruction to others.

IN WITNESS WHEREOF the **VENDOR** has set and subscribed his hand and seal on the day month and year, first above written.

SIGNED, SEALED & DELIVERED

by the **VENDOR** at Kolkata in the presence of:

Vaid Kumar Jaiswal

Rajendra Kumar
ATGHARA - KOL - 136

ACFRJ 7146 M

Sd/-
10/11/07
10/11

[9]

RECEIPT

Received a sum of Rs.33,76,000/- [Rupees Thirty Three Lac And Seventy Six Thousand] only from the above named Purchaser according to memo of consideration stated herein below:

MEMO OF CONSIDERATION



Amount (Rs.)	Date	Bankers' Cheque No.	Bank/Branch	Issued In Favour Of
3376000/-	24/4/13	536523	RBS Kolkata	VINOD KUMAR JAISWAL
33,76,000/-	Rupees Thirty Three Lac And Seventy Six Thousand Only.			

Witnessess:



SIGNATURE OF THE VENDOR

FORM FOR TEN FINGERPRINTS

1						
	<i>Sigurdson</i>	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
2						
	<i>Vinod Kumar Jain</i>	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
3						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



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

Endorsement For Deed Number : I - 05002 of 2013
(Serial No. 05259 of 2013 and Query No. L000009008 of 2013)

On 26/04/2013

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

Presented for registration at 18.25 hrs on :26/04/2013, at the Private residence by Vinod Kumar Jaiswal ,Executant.

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

Execution is admitted on 26/04/2013 by

1. Vinod Kumar Jaiswal, son of Lt Tribeni Prasad Jaiswal , Atghora, Thana:-Rajarhat, P.O. :-Rajarhat Gopalpur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste Hindu, By Profession : Business

Identified By Rahul Jaiswal, son of V Kr Jaiswal, Atghora, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
Additional District Sub-Registrar

On 29/04/2013

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.-33,76,000/-

Certified that the required stamp duty of this document is Rs.- 236340 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Debasish Dhar)
Additional District Sub-Registrar

On 02/05/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 37139/- is paid , by the draft number 845819, Draft Date 25/04/2013, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 02/05/2013

(Under Article : A(1) = 37125/- ,E = 14/- on 02/05/2013)

Deficit stamp duty

Deficit stamp duty Rs. 236340/- is paid , by the draft number 845811, Draft Date 25/04/2013, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 02/05/2013

Additional District Sub-Registrar
North 24 Parganas



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

Endorsement For Deed Number : I - 05002 of 2013
(Serial No. 05259 of 2013 and Query No. L000009008 of 2013)

(Debasish Dhar)
Additional District Sub-Registrar

Additional District Sub-Registrar
Rajarhat, North 24 Parganas
02 MAY 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 11761 to 11774
being No 05002 for the year 2013.



(Debasish Dhar) 02-May-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal

52

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भारतीय गैर न्यायिक

ARA-II

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 344289

Deed of Conveyance is admitted to registration and the contents are the same as those stated in the instrument.

Handwritten signature

11-03-11

Handwritten signature
09-03-11

THIS DEED OF CONVEYANCE made this 9th day of March Two Thousand Eleven BETWEEN (1) AJIT TARAFDAR (alias Tarafdar Abdul Ajit) and (2) ALLAUDDIN TARAFDAR both sons of Samsuddin Tarafdar, residing at Atghara, Police Station-Rajarhat, District-North 24-Parganas both hereinafter jointly referred to as "the VENDORS"

245/4
5-5-11
1/2

Handwritten notes and scribbles

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208307

Sugamne



2105

FLOWERS VINIMAY PVT. LTD.

Sugamne
Authorised Signatory



[Handwritten signature]

SIMPLE DEALMARK PVT. LTD.

Sugamne
Authorised Signatory

SIRARAM VINCOM PVT. LTD.

Sugamne
Authorised Signatory



2106

Abdul Aziz Tarafdar



2111

Dr. M. B. Prasad

Identified by me

Mangalabati

S/o. Late. Nathuni Malho

7B, K.S. Roy Road

Kolkata-700001

Occupation-Service



(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 heirs legal representatives executors and administrators) 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:

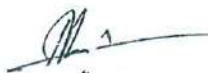
A. The Vendors herein have held out, represented before and assured the Purchasers, inter alia, as follows:

- i) One Noor Mohammed Gain was 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 piece or parcel of land containing an area of **5 Sataks** being the entirety of and comprised in **L.R.Dag No.507** recorded in **L.R.Khatian No.470**, 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, absolutely and forever;
- ii) That the said Noor Mohammed Gain died intestate leaving him surviving his wife Upatan Nechha Bibi, his three sons (1) Abdul Jabbar Gain, (2) Abdul Wahab Gain and (3) Abdul Rahaman Gain and his two daughters (1) Kohinoor Bibi and (2) Roop Jaan Bibi, who all became the owners of the said Dag No.507.
- iii) That under and by virtue of a Deed of Gift dated 23rd September 1987 made between (1) Abdul Jabbar Gain, (2) Abdul Wahab Gain, (3) Abdul Rahaman Gain, (4) Upatan Nechha Bibi, (5) Kohinoor Nechha Bibi and (6) Roop Jaan Bibi as the Donors of the one Part and (1) Ayub Nabi Gain (2) Soyebnabi Gain, (3) Ichhanabi Gain, (4) Musanabi Gain (5) Yunus Nabi Gain (6) Delfaraaz Bibi (7) Feroza Khatoon (8) Ambia Bibi and (9) Mamuda Khatoon as the Donees of the other Part, registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and recorded in Book No.I Volume No.111 Pages 75 to 88 Being No.5450 for the year 1987 whereby and whereupon the said Donors out of natural love and affection jointly conveyed and transferred as and by way of Gift unto and to the said Donees, amongst other Properties, **ALL THAT** the said Dag No.507 containing an area of **5 Sataks**, absolutely and forever.
- iv) That by a Deed of Conveyance dated 15th February 1989 and registered with the ADSR, Bidhannagar (Salt Lake City) in Book No.I, Volume No.26, Pages 219 to 230 Being No.1219 for the year 1989 the said Ayub Nabi Gain and Others for the consideration therein mentioned granted sold conveyed and transferred unto and



to Vinod Kumar Jaiswal, **ALL THAT** the said Dag No.507 containing an area of **5 Sataks**, absolutely and forever;

- v) That by a Deed of Conveyance dated 11th August 1989 and registered with the ADSR, Bidhannagar (Salt Lake City) in Book No.I, Volume No.137, Pages 17 to 26 Being No.6425 for the year 1989 the said Vinod Kumar Jaiswal for the consideration therein mentioned granted sold conveyed and transferred unto and to Ajit Tarafdar and Allauddin Tarafdar (both being the Vendors herein), **ALL THAT** a divided and demarcated part and portion of land containing an area of **8 Chittaks** (out of total area of 5 Sataks comprised in the said Dag) of land in the said Dag No.507, 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 lispendens 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 Purchasers.
- 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 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 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 the said property to the Purchasers 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 Purchasers agreed to purchase and acquire the said Property from the Vendors 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 Purchasers have 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 Purchasers.

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.4,00,000/=**(Rupees four lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchasers 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 Purchasers 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 Purchasers **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 Jeeds 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 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 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 lispendens 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, 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 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)

ALL THAT the piece or parcel of land, recorded as "Danga" containing an area of **8 (Eight) Chittacks** (out of total area of **5 Sataks** comprised in the said Dag) more or less, situate lying at and comprised in **L.R. & R.S.Dag No.507**, recorded in L.R.Khatian No.470 (recorded in the name of Noor Mohammed Gain) in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.R.S.O. 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 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:

1) Mansi Malhotra
7B, K.S. Roy Road
Kolkata-700001

Abdul Aziz Tarafdar
Officer in Charge of Gazetted

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

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

Mansi Malhotra

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

1) Mansi Malhotra.

SIMPLE DEALMARK PVT. LTD.

Syeham
Authorised Signatory

2) Surajit Sen.

SIFARAM VINCOM PVT. LTD.

Syeham
Authorised Signatory

FLOWERS VINIMAY PVT. LTD.

Syeham
Authorised Signatory

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchasers the withinmentioned sum of **Rs.4,00,000/=**(Rupees four lacs) only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION:

1. By Cheque No.299707 dated 22/11/10 drawn on ABN AMRO Bank, Salt Lake Branch, Kolkata, in favour of Abdul Aziz Tarafdar (Ajit Tarafdar alias Tarafdar Abdul Ajit) for.....
2. By Cash

Rs.3,00,000/=

Rs.1,00,000/=

Rs.4,00,000/=

(Rupees four lacs) only

Abdul Aziz Tarafdar
At Home No. 10/2/11/10

(VENDORS)**WITNESSES:**

- 1) Mansi Khatun
- 2) Surajit Sen

Drafted By:

Keenay Kubla

Advocate,
High Court, Calcutta



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

Endorsement For Deed Number : I - 03309 of 2011
(Serial No. 02944 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. Ajit Tarafdar Alias Tarafdar Abdul Ajit, son of Samsuddin Tarafdar , Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others

2. Allauddin Tarafdar, son of Samsuddin Tarafdar , Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others

3. 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, Thana:-Hare Street, 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.-400000/-

Certified that the required stamp duty of this document is Rs.- 24010 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(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 - 03309 of 2011
(Serial No. 02944 of 2011)

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

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. 4480/-, on 11/03/2011














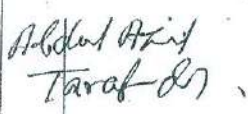









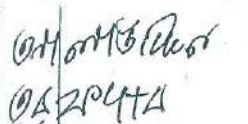

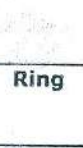


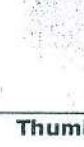







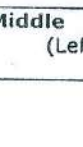
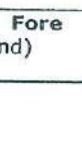
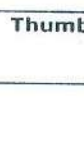





(Under Article : A(1) = 4389/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/03/2011)

Deficit stamp duty

Deficit stamp duty Rs. 24000/- is paid 36660209/03/2011 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

No.	Signature of the executants / and/or Purchaser					
	 	 Ring	 Middle (Left Hand)	 Fore (Left Hand)	 Thumb	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring (Right Hand)	 Little
	 			 Middle (Left Hand)	 Fore (Left Hand)	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring (Right Hand)	 Little
	 	 Little	 Ring	 Middle (Left Hand)	 Fore (Left Hand)	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring (Right Hand)	 Little
		 Little	 Ring	 Middle (Left Hand)	 Fore (Left Hand)	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring (Right Hand)	 Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 175 to 188
being No 03309 for the year 2011.



[Handwritten signature]

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