INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGTAL that the document is admitted 7AA 315083 registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

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Addl. Bistrict Sub-Registrar Sonarour, South 24 Parganas

Addl. Dist Sub-Registrar Sonarpore, South 24 Pgs.

2 7 OCT 2014

## CONVEYANCE

Date: \_27 - 10 - 2014

Place: Kolkata

Parties:

2.

 Angurbala Ghosh, wife of Gopal Chandra Ghosh, residing at Chandpur, Ghoshpara, Post Office Malancha, Mahinagar, Polghat, Sonarpur, South 24
Parganas, Police Station Sonarpur, Kolkata-700145 [PAN BORPG8746P] (hereinafter referred to as Vendor, which includes successors-in-interest)

118783 Sujata Ghosh Advocate High Court Calcutta Rs ...... Addrs ..... P. K. DAS (Govt) LICENSED STAMP VENTOR 11A, Mirzn Ghalib Street, Kol-87 L. No-285, RS. Nº Nº Jongooden. Stom. Let - Gobal ch Addt. Diet Sub-De dietna Sonarpure, South 24 Pass. 2 7 001 2014

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#### And

- 3.2 Trimukh Regency Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhawanipur (CIN U70102WB2013PTC198058), [PAN AAECT8173G], being represented by its Authorized Signatory, Ram Naresh Agarwal, son of Late Nand Kishore Agarwal, by faith Hindu, by Occupation-Service
- 3.3 Akshi Vyapar Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station- Bhawanipur (CIN U70102WB2014PTC200692), [PAN AAMCA5210H], being represented by its Authorized Signatory/Director, Ram Naresh Agarwal, son of Late Nand Kishore Agarwal, by faith Hindu, by Occupation-Service.

(hereinafter collectively referred as Purchasers, includes successors-in-interest)

Vendor and Purchasers are collectively referred to as Parties and individually as Party.

## NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4.1 Said Property: Land classified as *Bagan* but presently lying vacant measuring 11.9 (eleven point nine) decimal, more or less, out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* No. 64, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Said Property), morefully described in the Schedule below together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, being free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants of the Vendor:-
- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 Ownership of Gour Das Ghosh: Gour Das Ghosh was the absolute owner of land classified as *Bagan* but presently lying vacant measuring 35.5 (thirty five point five) decimal, more or less, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Larger Property).
- 5.1.2 Sale to Thirtha Rani Dasi: By a Deed of Conveyance dated 20th March, 1950, in Book No. I, being Deed No. 651 for the year 1950, Gour Das Ghosh sold to Thirtha Rani Dasi, the entirety of the Larger Property, who subsequently mutated her name in the records of Revisional Settlements, vide R.S. *Khatian* No. 238.

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<sup>4.</sup> Subject Matter of Conveyance

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- 5.1.3 Sale to Monmotho Nath Ghosh And Another: By a Deed of Conveyance dated 5th August, 1958, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Deed No. 6466 for the year 1958, Thirtha Rani Dasi sold to Monmotho Nath Ghosh, son of Gopal Chandra Ghosh and Gopal Chandra Ghosh, son of Bhutnath Ghosh (collectively Monmotho Nath Chandra Ghosh And Another), the entirety of the Larger Property.
- 5.1.4 Sale to Gopal Chandra Ghosh: By a Deed of Conveyance dated 8th February, 1961, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. 11, at Pages 215 to 217, Deed No. 785 for the year 1961; Monmotho Nath Ghosh And Another sold to Gopal Chandra Ghosh, son of Abinash Chandra Ghosh, the entirety of the Larger Property.
- 5.1.5 Sale to Vendor: By a Deed of Conveyance dated 18th August, 1961, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. 95, at Pages 11 to 13, Deed No. 7238 for the year 1961, Gopal Chandra Ghosh, son of Abinash Chandra Ghosh, sold to Vendor the entirety of the Larger Property.
- 5.1.6 Sale to Tapas Kumar Chattopadhyay: By a Deed of Conveyance dated 12th May, 1969, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. 44, at Pages 102 to 105, Deed No. 3567 for the year 1969, the Vendor sold to Tapas Kumar Chattopadhyay, son of Late Haridhan Chattapadhyay the entirety of the Larger Property.
- 5.1.7 Sale to Vendor: By a Deed of Conveyance dated 16th September, 1969, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 32, at Pages 89 to 91, Deed No. 1774 for the year 1969, Tapas Kumar Chattopadhyay, son of Late Haridhan Chattopadhyay, sold to Vendor the entirety of the Larger Property.
- 5.1.8 Records of Rights: The Vendor has recorded her name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 64.
- 5.1.9 Absolute Ownership of Vendor: In the aforesaid circumstances, by virtue of purchase and records of rights, the Vendor have become the absolute owner of the Larger Property and the Said Property, being a part of the Larger Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property has not been affected by any scheme of any Local Authority or Government or Statutory Body.

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- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendor: 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, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 No Right of Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: as on the date of registration of this deed, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* 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 and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property has not been affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

### 6. Basic Understanding

6.1 Sale of Said Property: The basic understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good,



bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchasers shall purchase the same from the Vendor, each of the Purchaser shall have the following share therein:

Name of the Purchaser	R.S./L.R. Dag	Area (in Decimal)
Trimukh Regency Private Limited	592	10 decimal
Akshi Vyapar Private Limited	592	1.9 decimal
Total Area Conveyed I	11.9 decimal	

#### 7. Transfer

- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, i.e. land classified as *Bagan* but presently lying vacant measuring 11.9 (eleven point nine) decimal, more or less, out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* No. 64, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 Consideration: The aforesaid transfer is being made in consideration of a total sum of Rs.21,59,850/-(Rupees twenty one lac fifty nine thousand eight hundred and fifty) (Consideration) paid by the Purchasers, receipt of which the Vendor herein as well as in Receipt of Memo below, written, admits and acknowledges.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: as on the date of registration of this deed, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* 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.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not



limited to customary and other rights of easements for beneficial use of the Said Property.

- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or nectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid. Pertinent to mention herein that, if any of the representations, warranties of Vendor as aforesaid is found to be defective or untrue, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify the same and if the Purchasers' think it necessary to execute any document for further or more perfectly assuring the title of the Said Property, the same shall be executed by the Vendor but the cost in this regard is to be born by the Purchasers.
- 8.2.2 Transfer of Property Act: all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: the Vendor hereby declares and confirms that, the Vendor hereby delivers vacant and peaceful possession of the Said Property to the Purchasers and hereinafter the Purchasers shall be entitled to hold, possess and enjoy the Said Property.
- 8.4 Holding Possession: The Vendor hereby covenants that the Purchasers and the Purchasers' assignees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof to the use of the Purchasers and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers by the Vendor, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.5 No Objection to Mutation: The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' names in all concerned public and statutory records and the Vendor hereby expressly (1) consents to the same and

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(2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or Purchasers' successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule [Subject Matter of Sale] (Said Property)

Land classified as *Bagan* but presently lying vacant measuring 11.9 (eleven point nine) decimal, more or less, out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* No. 64, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas, delineated in Plan attached hereto and boarded in colour **Red** thereon and the said *Dag* is butted and bounded as follows:

On the NL d			
On the North	:	By R.S. <i>Dag</i> No.	541
On the East	:	By R.S. <i>Dag</i> No.	5°2(P)
On the South	:	By R.S. <i>Dag</i> No.	16 A. Municipal Road
On the West	:	By R.S. <i>Dag</i> No.	597

The Said Property is tabulated below:

R.S./L.R. Dag	Total Area	R.S. Khatian	L.R. <i>Khatian</i>	Recorded Share	Area Recorded	Area Conveyed	Name of the Recorded Owner
592	71 decimal	238	64	5000 out of 10000	36 decimal	11.9 decimal	Angurbala Ghosh
			Total Area	Conveyed In	This Deed	11.9 decimal	

Together with all title, benefits, liberties, paths, passages, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

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## 9. Execution and Delivery

9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

(arze Losti (Angurbala Ghosh) [Vendor]. Drafted By: Sujata Ghosh, Advocate High Court at Calcutta Witnesses: Signature Signature. Name Ranjana Coloce: Name Jorg her Father's Name Croppel chi Criboon. Tabeal Father's Name a Address Address Vill - chunk pun Ro-merta P.O. malancha mahine gen. heif hist 1.5- 5 24pgl, eal - 145 145 Conta



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# Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.21,59,850/-(Rupees twenty one lac fifty nine thousand eight hundred and fifty) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Sl No.	Favouring	Demand Draft No. And Date	Bank And Branch	Amount (Rs.)
1.	Angur Bala Ghosh	DD No. 025834 22.10.2014	AXIS Bank Sarat Bose Road	18,15,000/-
2.	Angur Bala Ghosh DD N	DD No. 025835 22.10.2014	AXIS Bank Sarat Bose Road	3,44,850/-
			Total	21,59,850/-

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(Angurbala Ghosh)			
[Vendor]		· · ·	·
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Witnesses:

Signature	Signature
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		Thumb	Fore	Middle (Right	Ring Hand)	Little



## **Government of West Bengal** Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. SONARPUR, District- South 24-Parganas Signature / LTI Sheet of Serial No. 13016 / 2014, Deed No. (Book - I , 10666/2014)

## I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Angurbala Ghosh Malancha, Mahinagar , Polghat, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145	27/10/2014	LTI 27/10/2014	masi 2 51 M (21)

# II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	, P	hoto	Finger Print	Signature
1	Angurbala Ghosh Address -Malancha, Mahinagar , Polghat, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145	Self	27/1	0/2014	LTI 27/10/2014	Unity a more cents
Jayanta Chandpu	of Identifier of above Person(s) Ghosh Jr, Thana:-Sonarpur, District:-South anas, WEST BENGAL, India, Pin :-700	)145	1.	2	, Signatur Jowy Of	re of Identifier with Date

22/10/14.

(Biswajid Dey) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SONARPUR

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Addl. Dist Sub-Registrat Sonarpore, South 24 Pgs. 2 7 007 2014



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

## Endorsement For Deed Number : I - 10666 of 2014

# (Serial No. 13016 of 2014 and Query No. 1608L000022031 of 2014)

### On 27/10/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Amount by Draft

- 1. Rs. 22677/- is paid , by the draft number 568366, Draft Date 22/10/2014, Bank Name State Bank Of India, LA MARTINIERE, received on 27/10/2014
- Rs. 4309/- is paid , by the draft number 568371, Draft Date 22/10/2014, Bank Name State Bank Of India, LA MARTINIERE, received on 27/10/2014

( Under Article : A(1) = 26972/- ,E = 14/- on 27/10/2014 )

# Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,52,119/-

Certified that the required stamp duty of this document is Rs.- 147147 /- and the Stamp duty paid as: Impresive Rs.- 20/-

### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 23495/- is paid , by the draft number 568367, Draft Date 22/10/2014, Bank : State Bank Of India, LA MARTINIERE, received on 27/10/2014
- 2. Rs. 123652/- is paid , by the draft number 568380, Draft Date 24/10/2014, Bank : State Bank Of India, LA MARTINIERE, received on 27/10/2014

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

Presented for registration at 14.41 hrs on :27/10/2014, at the Office of the A.D.S.R. SONARPUR by Angurbala Ghosh ,Executant.

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

Execution is admitted on 27/10/2014 by

 Angurbala Ghosh, wife of Gopal Chandra Ghosh, Malancha, Mahinagar, Polghat, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145, By Caste Hindu, By Profession : Others

Identified By Jayanta Ghosh, son of Lt. Gopal Ch. Ghosh, Chandpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145, By Caste: Hindu, By Profession: Business.



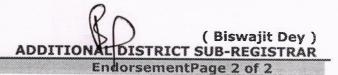




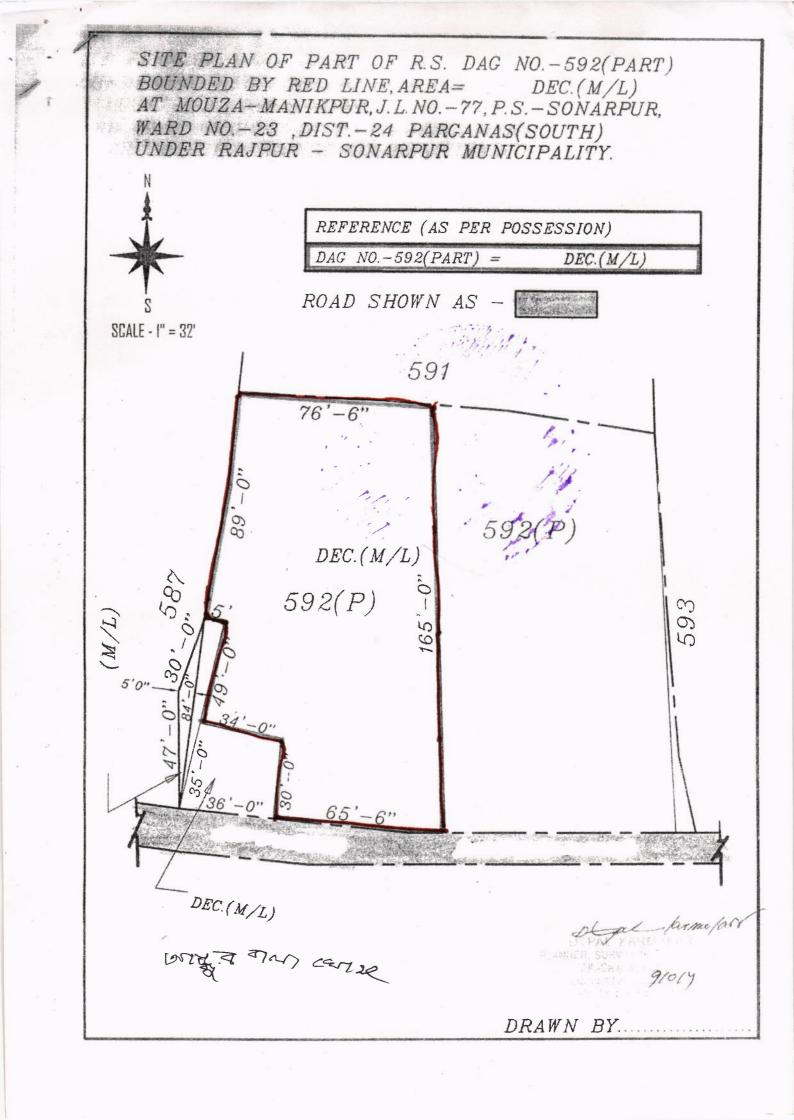
Government Of West Bengal Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 10666 of 2014 (Serial No. 13016 of 2014 and Query No. 1608L000022031 of 2014)

> ( Biswajit Dey ) ADDITIONAL DISTRICT SUB-REGISTRAR







Andi, Distant Semister Sonarpore, Semis 14 - 198 2 7 001 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 5662 to 5677 being No 10666 for the year 2014.



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(Biswajit Dey) 28-October-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SONARPUR West Bengal