

6519/09

P-5729/09



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

603639

1-9-09
 5-12-2003/09
 Reg. fee Rs. 605, 003/-
 is realized via cheque
 no. 886787 dt. 01-09-09
 of SBT, Com. Branch, Alipore.
 1-9-09
 SBT Ltd. Registrar
 Alipore, South 24 Parganas

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

1-9-09
Asst. Dist. Secy Registrar
Alipore, South 24 Parganas

1 SEP 2009

CONVEYANCE

1. Date: 1st September, 2009
2. Place: Kolkata
3. Parties:
 - 3.1 Rasoi Limited, a company incorporated under provisions of the Companies Act, 1956, having its registered office at Rasoi Court, 20, Sir R. N. Mukherjee Road, Kolkata-700001 [PAN - AABCR4030P] (Vendor includes successors-in-interest)

And

- 3.2 **Ideal Real Estates Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071 [PAN – AAACD9025H] (**Purchaser**, includes successors-in-interest).

Vendor and Purchaser collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Premises:** Land measuring 14 (fourteen) *cottah* and 12 (twelve) *chittack*, more or less, along with several buildings, godowns, sheds and allied structures collectively measuring 5,918 (five thousand nine hundred and eighteen) square feet, more or less, situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata-700053, within Ward No.81 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and morefully described in the **Schedule** below (the entire land aforesaid and all the aforesaid structures thereon collectively **Said Premises**).

5. Background, Representations, Warranties and Covenants

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:

- 5.1.1 **Ownership of The Life Insurance Corporation of India:** The Life Insurance Corporation of India (LIC) was the absolute and undisputed owner of the Said Premises, being land measuring 14 (fourteen) *cottah* and 12 (twelve) *chittack*, more or less, situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata-700053, within Ward No.81 of the KMC, Sub-Registration District Alipore, District South 24 Parganas.

- 5.1.2 **Purchase by Rasoi Vanaspati & Industries Limited:** By an Indenture dated 15th February, 1980, registered in the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 196, Pages 1 to 10, Being No. 2347 for the year 1980, LIC, in terms of the Compromise Decree dated 20th June, 1978 passed by the 1st Subordinate Judge, Alipore, 24 Parganas, in Title Suit No. 36 of 1965 (Life Insurance Corporation of India vs. Hindusthan Development Corporation Limited) sold, conveyed and transferred the Said Premises to Rasoi Vanaspati & Industries Limited. Thus Rasoi Vanaspati & Industries Limited became the sole, absolute and undisputed owner of the Said Premises free from all encumbrances whatsoever.

- 5.1.3 **Extension of Said Factory at Said Premises:** Rasoi Vanaspati & Industries Limited extended the existing *vanaspati* factory (**Said Factory**) situate, lying at and being Municipal Premises No. 21, Pramatha Chowdhury Sarani (previously known as 1

and thereafter 1A, Station Road), which is adjacent to the Said Premises and erected buildings, godowns, sheds and allied structures, plant and machinery at the Said Premises as the extension of the Said Factory. The Said Factory has been shifted to Banganagar in the year 2002 and since then the Said Premises is not used for the purpose of the Said Factory.

- 5.1.4 **Change of Name of Rasoi Vanaspati & Industries Limited:** The name of Rasoi Vanaspati & Industries Limited was changed to Rasoi Limited (the Vendor herein) and Fresh Certificate of Incorporation Consequent on Change of Name dated 1st January, 1982 was issued by the Registrar of Companies, West Bengal.
- 5.1.5 **Mutation:** Rasoi Limited mutated its name in the records of the KMC as the owner of the Said Premises vide Assessee No. 11-081-23-0124-0.
- 5.1.6 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute and undisputed owner of the Said Premises.
- 5.1.7 **True and Correct Representations:** The Vendor is the absolute and undisputed owner of the Said Premises, such ownership having been acquired in the manner stated in Clause 5.1.1 to 5.1.6 above, the contents of which are all true and correct.
- 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 neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any scheme of or of acquisition, requisition or vesting of the Said Premises or for any restriction on the nature of use, extent and height of construction of new buildings on the Said Premises and declares that the Said Premises is not affected by any such aforesaid scheme or order or such restrictive order of any Authority or Statutory Body or Government Department.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 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 creation of statutory or customary right of easement) whereby the Said Premises 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 Premises to the Purchaser. In a meeting dated 23rd June, 2003, the Board of Directors of the Vendor adopted a resolution to the effect that subject to the approval of the shareholders under Section 293(1)(a) of the Companies Act, 1956 through postal ballot, the board of directors be authorized to sell its property situated at 1 Station Road, New Alipore, Kolkata on such terms and conditions and in such manner as the directors may consider beneficial and convenient for the Vendor. Pursuant to such resolution, the shareholders of the Vendor voted on postal ballot which was scrutinized by Mohan Ram Goenka, Practicing Company Secretary, who certified on 27th September, 2003 that 99.9% (ninety nine point nine percent) of the shareholders of the Vendor had consented to the resolution of the Board of Directors and had authorized the Board of Directors to take all steps for such sale. The signatories on behalf of the Vendor have been authorized and empowered to sign this Conveyance upon

observance of all due process of law and are thus competent and lawfully authorized to execute this Conveyance on behalf of the Vendor.

- 5.2.5 **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharge, impositions, dues of CBSC Ltd., outgoings or levies of any nature whatsoever in respect of the Said Premises is due to the Government or any other authority or authorities and no demand, recovery proceedings or Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Premises or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor in respect of the Said Premises or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Premises is 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, vestings, restrictions 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 Premises is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Premises is not 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 Premises or any part thereof.
- 5.3 **Representation and Warranties of Purchaser**
- 5.3.1 **Inspection of Original Title Deeds:** The Purchaser represents, warrants and covenants with the Vendor that the Purchaser has verified and inspected all the original title deeds of the Said Premises as were produced by the Vendor and has fully satisfied itself as to the right, title, interest and ownership of the Vendor over and in respect of the Said Premises. The Purchaser has also verified, inspected and satisfied itself as to the measurement of the area of the Said Premises.
- 5.4 **Purchaser's Liability for Future Dues:** The Purchaser shall bear and shall be liable and responsible for all taxes, outgoings, liabilities pertaining to or in respect of the Said Premises accruing for the period after the date of this Conveyance.
- 5.5 **Purchaser's Liability for Mutation:** The Purchaser shall be solely responsible for all costs, charges, expenses, liabilities and consequences arising and/or resulting in relation to the mutation of the Said Premises unto and in the name of the Purchaser.
6. **Basic Understanding**
- 6.1 **Sale of Said Premises:** The basic understanding between the Parties is that the Vendor will sell the Said Premises to the Purchaser free from all encumbrances of any

and every nature whatsoever and together with *khaz*, vacant, peaceful and physical possession and the Purchaser will purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses above (collectively **Representations**).

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of its right, title and interest of whatsoever or howsoever nature in the Said Premises described in the **Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, being land measuring 14 (fourteen) *cottah* and 12 (twelve) *chittack*, more or less, along with several buildings, godowns, sheds and allied structures collectively measuring 5,918 (five thousand nine hundred and eighteen) square feet, more or less, situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata-700053, within Ward No.81 of KMC, Sub-Registration District Alipore, District South 24 Parganas.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.5,50,00,000/- (Rupees five crore and fifty lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder 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.
- 8.1.3 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, *uses*, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, restrictions 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 Premises and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Premises.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** confirmation and undertaking by the Vendor that the Vendor hereby indemnifies and shall, at all times hereafter, keep indemnified the Purchaser and the Purchaser's assigns and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be incurred by the Purchaser and the Purchaser's assigns and/or Purchaser's successors-in-interest by

reason of any charge or encumbrance claimed by any third party over and in respect of the Said Premises.

- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** Physical possession of the Said Premises has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.4 **Outgoings:** All revenue, cess, municipal taxes (whether for current period or arrears or accruing on account of pending general revaluations), surcharge, other property taxes, impositions, dues of CESC Ltd., outgoings and levies of any nature whatsoever of or on the Said Premises, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid/reimbursed and discharged by the Vendor on demand by the concerned authority/agency in consultation with the Purchaser, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Premises and every part thereof 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 Purchaser, 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.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser is fully entitled to mutate the Purchaser's name in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions (accruing for the period after the date of this Conveyance) in the Purchaser's own name. In this regard, the Vendor hereby authorizes and empowers the Purchaser to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendor. Notwithstanding such empowerment and authority, the Vendor undertakes to co-operate with the Purchaser in all respect to cause mutation of the Said Premises in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **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 cost of the Purchaser and/or the Purchaser's 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 Purchaser and/or the Purchaser's successors-in-interest to the Said Premises.

Schedule
(Said Premises)

Land measuring 14 (fourteen) *cottah* and 12 (twelve) *chittack*, more or less, along with several buildings, godowns, sheds and allied structures collectively measuring 5,918 (five thousand nine hundred and eighteen) square feet, more or less, situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata-700053, within Ward No.81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Municipal Premises No. 21, Pramtha Chowdhury Sarani (previously known as 1 and thereafter 1A, Station Road)
- On the East** : By Municipal Premises No. 21, Pramtha Chowdhury Sarani (previously known as 1 and thereafter 1A, Station Road)
- On the South** : By Pramatha Chowdhury Sarani (previously Station Road)
- On the West** : Partly by land belonging to Life Insurance Corporation and land and residential quarters of Railways

[Handwritten signature]

9. Execution and Delivery

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

Executed and Delivered and Common Seal of the Vendor Company affixed by Kapil Kaul, Director and Partha Chakraverti, Company Secretary/Vice President on behalf of the Vendor Company in terms of Board Resolution dated 17th August, 2009

[Handwritten signature]

Partha Chakraverti

For RASOI LIMITED

[Handwritten signature]
Director

For RASOI LIMITED

Partha Chakraverti
(PARTHA CHAKRAVERTI)
COMPANY SECRETARY

&
VICE PRESIDENT-CORPORATE AFFAIRS

Witnesses:

Signature *[Handwritten signature]*

Name NAND GOPAL KHAITAN

Father's Name _____

Address 1/B OLD POST OFFICE

STREET - KOLKATA-700001

Signature *[Handwritten signature]*

Name VARUN MODY

Father's Name _____

Address 20 RANMUKHERJEE RD

KOLKATA - 700001

Executed and Delivered by
Mr. Srawan Kumar Himatsingka
on behalf of the Purchaser Company

For IDEAL REAL ESTATES PVT. LTD.

[Handwritten signature]
Director

Witnesses:

Signature *[Handwritten signature]*

Name AVIK SAHA

Father's Name _____

Address 7C, K.S. ROY ROAD

KOLKATA - 700001

Signature *[Handwritten signature]*

Name VISHWANATH KEDIA

Father's Name *[Handwritten signature]* S. M. KEDIA

Address 671 BLOCK 'D' NEWALI PUR

KOLKATA 700053

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.5,50,00,000/- (Rupees five crore and fifty lac) towards full and final payment of the Consideration for sale of the Said Premises described in the **Schedule** above, in the following manner:

Pay Order No.	Date	Bank	Amount (Rs.)
134677	31.08.2009	State Bank of India, Kolkata	5,50,00,000/-

For RASOI LIMITED

Muller
Director

For RASOI LIMITED

Partha Chakraverti
(PARTHA CHAKRAVERTI)
COMPANY SECRETARY

Partha Chakraverti

&
VICE PRESIDENT-CORPORATE AFFAIRS

[Vendor]

Witnesses:

Signature

Nand Gopal Khaitan

Name NAND GOPAL KHAITAN

Signature

Varun Mody



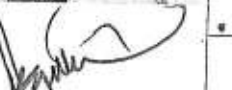

Name VARUN MODY

Avik Saha

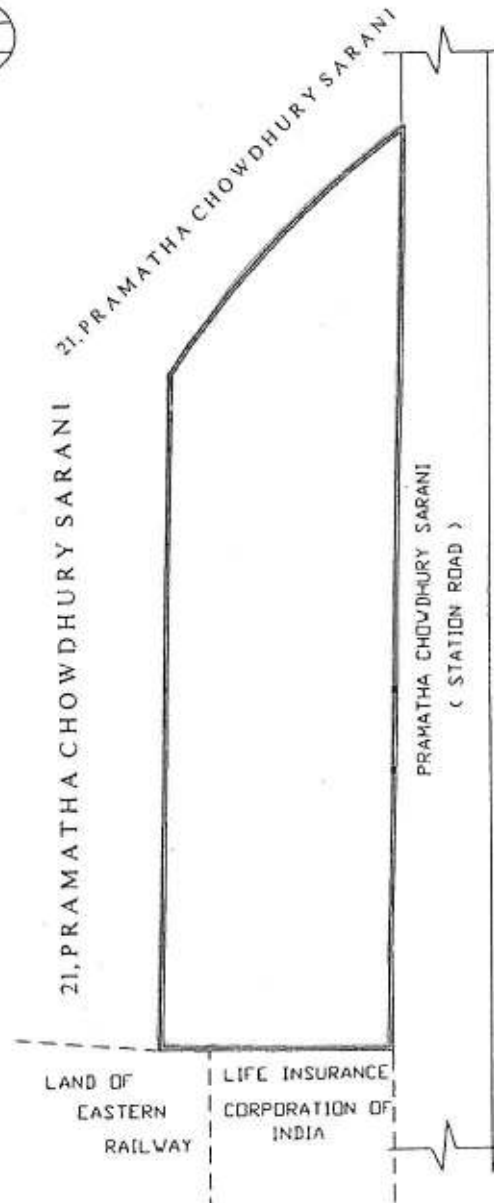
AVIK SAHA

Vishwanath Kedia
VISHWANATH KEDIA

SPECIMEN FORM TEN FINGERPRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
S. Srinivasan  S. Srinivasan						
 						
 Parth Chatterjee						

PLAN OF PREMISES NO. 21A, PRAMATHA CHOWDHURY SARANI, KOLKATA-700053
LAND AREA - 14K-12CH-0 SOFT. =10620
SOFT=986.62 SQM.
EXISTING STRUCTURE 5918 SOFT.
NOT TO SCALE



[Handwritten Signature]
Addl. Dist. Sub-Registrar
4th Para. South 24 Parganas

For RASOI LIMITED
[Handwritten Signature]
Director

SIGNATURE OF VENDOR



For IDEAL REAL ESTATES PVT. LTD.
[Handwritten Signature]
Director

SIGNATURE OF PURCHASER







For RASOI LIMITED
[Handwritten Signature]
(PARTHA CHAKRAVERTI)
COMPANY SECRETARY
&
AGENT CORPORATE AFFAIRS

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 06519 / 2009, Deed No. (Book - I , 05729/2009)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
S. K. Himatsingka	 01/09/2009	 LTI 01/09/2009	<i>S. K. Himatsingka</i> 01/09/09

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kapil Kaul Address -20, Sir R. N. Mukherjee Rd. Kolkata	Confirming Party	 01/09/2009	 LTI 01/09/2009	<i>Kapil Kaul</i> FOR RASOI LIMITED APPROVED Director
2	Partha Chakraverti Address -20, Sir R. N. Mukherjee Rd. Kolkata	Confirming Party	 01/09/2009	 LTI 01/09/2009	For RASOI LIMITED <i>Partha Chakraverti</i> (PARTHA CHAKRAVERTI) COMPANY SECRETARY & PRESIDENT-CORPORATE AFF
3	S. K. Himatsingka Address -50, Jawahar Lal Nehru Rd. Kolkata	Confirming Party	 01/09/2009	 LTI 01/09/2009	FOR IDEAL REAL ESTATES PVT. LTD. <i>S. K. Himatsingka</i> Director

Name of Identifier of above Person(s)

Amlan Saha
PS-.,50, Jawahar Lal Nehru Rd. Kolkata

Signature of Identifier with Date

Amlan Saha
01-09-09

Utpal Kumar Basu

(Utpal Kumar Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. ALIPORE

Government Of West Bengal
Office of the A. D. S. R. ALIPORE
ALIPORE
Endorsement For deed Number :I-05729 of :2009
(Serial No. 06519, 2009)

On 01/09/2009

Certificate of Admissibility(Rule 43)

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:

Fee Paid in rupees under article : A(1) = 604989/- ,E = 14/- on:01/09/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 55000000/-

Certified that the required stamp duty of this document is Rs 3850020 /- and the Stamp duty paid as: Impressive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 3845020/- is paid, by the Bankers cheque number 134673, Bankers Cheque Date 31/08/2009 Bank Name State Bank Of India, Chowranghee, received on :01/09/2009.

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 12.44 hrs on :01/09/2009,at the Office of the A. D. S. R. ALIPORE by S. K. Himatsingka,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 01/09/2009 by

1. Kapil Kaul,Director,Rasoi Ltd.,20, Sir R. N. Mukherjee Rd.,Kolkata-700001, profession :----
2. Partha Chakraverti,Company Secre.& Vice President,Rasoi Ltd.,20, Sir R. N. Mukherjee Rd.,Kolkata-700001, profession :----
3. S. K. Himatsingka,Director,Ideal Real Estates Pvt. Ltd.,50, Jawahar Lal Nehru Rd.,Kolkata-700071, profession :----


Identified By Amlan Saha, son of S. N. Saha 50, Jawhar Lal Nehru Rd. Kolkata 700071 Thana: ., by caste Hindu,By Profession :Service.


[Utpal Kumar Basu]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF ALIPORE
Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 3372 to 3386
being No 05729 for the year 2009.




(Utpal Kumar Basu) 01-September-2009
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. ALIPORE
West Bengal